

TENDER DOCUMENT

FOR

CLARENCE RIVER ENTRANCE

CHANNEL MAINTENANCE DREDGING

CONTRACT NO: Lands_CL_2007_003

October 2007

DEPARTMENT OF LANDS

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DRAWINGS

Plan	Description
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2	Entrance and Dredge area Bathymetry showing proposed dredge area
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TENDERING

CONDITIONS OF TENDERING

[THERE ARE 19 PAGES IN THIS SECTION](#)

This section includes notices to tenderers.

The Conditions of Tendering section does not form part of the Contract.

1 GENERAL

The work under this contract is for the removal, by dredging of approximately 11,300 m³ (with an upper limit of 12,000 m³) of sediment from the Channel approaching the Yamba Boat Harbour and transportation/pumping to either of the specified deposition sites at Turners and Whiting beaches, as indicated on the drawing.

1.1 CONTACT OFFICER

Refer requests for information or advice regarding documents only to:

Name: Brian Semple

Telephone number: (02) 6591 3517

Facsimile number: (02) 6552 2816

E-mail address: brian.semple@lands.nsw.gov.au

1.2 ELECTRONIC TENDERING – E-TENDERING

Encouragement and Undertakings about Acceptance

The Department of Commerce has adopted an electronic tendering system using the Internet, which has the capacity to allow viewing of documents, downloading or ordering of Requests for Tender (RFT), and for the lodgement of tenders in appropriate circumstances.

Tenderers are encouraged, although not required, to obtain RFT electronically and to lodge tenders electronically, through the eTendering website at:

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

Legal Status

Tenders lodged electronically will be treated in accordance with the NSW Electronic Transactions Act 2000, and given no lesser level of confidentiality, probity and attention than tenders lodged by other means.

Tenderers, by electronically lodging a tender are taken to have accepted any conditions shown on the Department of Commerce eTendering web site.

The Principal may decline to consider for acceptance, tenders that cannot be effectively evaluated because they are incomplete or corrupt.

1.3 CODE OF PRACTICE AND CODE OF TENDERING

Compliance

All tenderers must comply with the NSW Government Code of Practice and Code of Tendering for the Construction Industry.

Lodgement of a tender is evidence of the tenderer's agreement to comply with the Codes when tendering or undertaking any contract that may be awarded. If any tenderer fails to comply, the Principal may take the failure into account when considering this or any subsequent tender by the tenderer and may pass over such a tender.

Copies of the Codes may be obtained from the Tenders Section, Department of Commerce, Level 3, McKell Building, 2-24 Rawson Place, Sydney, 2000, Department of Commerce, Dalley St Lismore 2480 or the Construction Policy Steering Committee Internet web site at:

<http://www.construction.nsw.gov.au/publications/strategic-area.shtml>

Complaints and Reports

Complaints alleging breaches of the Codes will be investigated and acted upon where substantiated. Forms to facilitate reporting alleged breaches of the Codes may be obtained from the above addresses.

Reports of alleged breaches or other complaints may be submitted to the Principal's Representative or the Contact Officer.

Any complaint or any representation if a tenderer or Contractor believes that it is unnecessarily precluded from tendering or penalised in any way by the Contract terms, may be submitted to the Chairperson, State Contracts Control Board, Department of Commerce, McKell Building, 2-24 Rawson Place, Sydney, 2000.

Collusive Arrangements

In consideration of being permitted to tender, the tenderer promises as a fundamental condition that:

- it has no knowledge of the tender price of any other tenderer for the work under the Contract;
- except as disclosed in the tender, it has not entered into any contract, arrangement or understanding to pay or allow any money directly or indirectly to a trade or industry association (above the published standard fee) or to or on behalf of any other tenderer in relation to this tender or any contract to be entered into consequent thereon, nor paid or allowed any money on that account, nor will it pay or allow any money on that account;
- it has not entered into any contract, arrangement or understanding to receive any money directly or indirectly from or on behalf of any other tenderer nor received any money or allowance from or on behalf of any other tenderer in relation to this tender or any contract to be entered into consequent thereon, nor will it receive any money as aforesaid;
- in the event of the tenderer receiving any money or allowance from or on behalf of another tenderer in relation to this tender, the tenderer shall immediately give the Principal written notice of such an event and such money or the value of any allowance shall be held on trust for and become immediately payable to the Principal; and
- in the event of the tenderer paying or allowing to or on behalf of a trade or industry association or another tenderer any money in breach of these conditions, the tenderer shall immediately give the Principal written notice of such an event and the Principal shall be entitled to deduct from any payment due to the tenderer on any account an equivalent sum as liquidated damages.

2 TENDERER ELIGIBILITY

2.1 ACCEPTABLE LEGAL ENTITIES

The Principal contracts only with recognised and acceptable legal entities having appropriate financial assets. Tenders submitted by an unincorporated business such as a sole trader, partnership, or business name must identify the legal entity that proposes to enter the contract.

The Principal does not contract with firms under any form of external administration. If the tender is to be awarded to a tenderer that is a trustee the Principal may require;

- security in the form of an unconditional undertaking, in a form and from a financial institution approved by the Principal, for an amount of up to 20% of the Contract Sum or initial Contract Price in accordance with Clause PRELIMINARIES - ADDITIONAL SECURITY AND OBLIGATIONS FOR TRUSTEES; and
- 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.

If the Principal requires undertakings, the Principal will advise the tenderer of the amount required, and the tenderer must provide to the Principal before award of contract a signed statement as follows:

'If (insert the legal name of the tenderer) is awarded (insert the contract number and description) it will provide security in the amount of (insert the security amount advised by the Principal) in accordance with Clause PRELIMINARIES - ADDITIONAL SECURITY AND OBLIGATIONS FOR TRUSTEES, 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'

Failure of a tenderer to provide the signed statement may result in its tender being passed over.

2.2 QUALITY ASSURANCE

Not Used

2.3 OCCUPATIONAL HEALTH, SAFETY AND REHABILITATION

The successful Tenderer must provide health and safety management, including documenting and implementing a site-specific OHS/safety management plan and Safe Work Method Statements, complying with Clause PRELIMINARIES - OCCUPATIONAL HEALTH, SAFETY AND REHABILITATION. A copy of the NSW Government OHS&R Management Systems Guidelines, that give OHS management guidance, may be obtained from the internet web site at:

<http://www.construction.nsw.gov.au/publications/strategic-area.shtml>

Provide a copy of a site-specific OHS/safety management plan implemented with a comparable contract within the last twelve months. Provide details of any current or past OHS fines and prosecutions in the last three years involving the Tenderer or proposed subcontractors.

2.4 ENVIRONMENTAL MANAGEMENT SYSTEMS

The successful tenderer must comply with the requirements specified in Clause PRELIMINARIES - ENVIRONMENTAL MANAGEMENT SYSTEM

2.5 FINANCIAL ASSESSMENT CRITERIA

The main criteria considered in financial assessment of tenderers are:

- Net Worth (total assets, excluding any assets of company directors, less total liabilities less intangible assets);
- Current Ratio (ratio of current assets to current liabilities); and
- Working Capital (current assets less current liabilities).

The Principal considers tenders with the following financial capacity, and no other significant detrimental financial characteristics to be financially satisfactory in respect of tenders:

- Net Worth exceeds 5% of the Contract Sum or initial Contract Price;
- Current Ratio exceeds 1; and
- Working Capital exceeds 10% of the Contract Sum or initial Contract Price.
- Where a tenderer is a trustee the total value of trust beneficiaries' loans to the trustee must be greater than the total value of trust beneficiaries' loans from the trustee.

Deviations below these indicative criteria will not necessarily prevent the Principal from considering any tender.

3 CONTRACT DETAILS

3.1 INSURANCE

Insurance of the Works and Public Liability

Refer to GENERAL CONDITIONS - INSURANCE

Note arrangements for a policy of insurance of the Works and Public Liability which the Contractor must take out under the Contract.

The following defined amounts, for the purpose of this tender only, are relevant:

Item	Amount
Works cover	\$0.5 million any one occurrence
Public Liability Cover	\$20 million any one occurrence
Rate of Premium	0.635982%
Allowance for Principal Supplied Materials and Salvageable Materials	Nil
Initial GST Exclusive Contract Value	The total tender price accepted by the Principal less the amount of GST that would be payable on the total tender price.

Some details of the policy are:

- The Insurer is Royal Sun Alliance Insurance Australia Limited;
- Premium is **payable by the Contractor** at Rate of Premium shown above (inclusive of Fire Levy and Stamp Duty) of the Initial GST Exclusive Contract Value, plus the Allowance for Principal Supplied Materials and Salvageable Materials shown above;

- If the final GST exclusive contract value is less than or exceeds the Initial GST Exclusive Contract Value by 15% or more, the premium is adjusted at the Rate of Premium multiplied by the difference between the Initial GST Exclusive Contract Value and the final GST exclusive contract value;
- The insurance will cover the Contractor, Principal, NSW Government Departments and Agencies, private sector Project Managers engaged by the Principal, and all subcontractors employed on work under the Contract;
- Cover under the policy will be automatic upon acceptance of tender; and
- The insurance broker, Marsh Pty Ltd, will advise a brief summary of the policy and premium payable directly to the Contractor.

Professional and Marine Liability

- The Contractor will need to take out a policy of insurance for Professional Indemnity and Marine Liability with an approved insurer.

Copies of the Works and Public Liability policy may be inspected at:

- Tenders Section, Level 3, McKell Building, 2-24 Rawson Place, Sydney, 2000;
- Marsh Pty Ltd, 50 Bridge Street, Sydney, 2000; and
- Department of Commerce, Office of Government Business, Dalley St, Lismore 2480

Refer to Clause GENERAL CONDITIONS - INSURANCE.

3.2 NOT USED

4 CURRENT POLICIES

4.1 GOODS AND SERVICES TAX

Prices and fees in this Tender must include Goods and Services Tax (GST) if it is payable. The Tender must identify and state the value of any GST Free or Input Taxed Supplies to be made under the Contract

The Tenderer must normally be registered for GST and state its ABN in the Tender. A Tenderer that does not have an ABN and/or is not registered for GST, such as a Tenderer commencing business in Australia, may be considered at the Department's discretion if the Tenderer states how and when it will obtain an ABN and GST registration in the Tender.

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 A New Tax System (Pay As You Go) Act 1999.

The tender price from Tenderers that 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, so as to represent the value of the Input Tax Credit which the Principal would otherwise be able to recover from GST paying Tenderers.

4.2 NSW GOVERNMENT PREFERENCE SCHEME

Not Used

4.3 DISCLOSURE OF CONTRACT INFORMATION

In accordance with NSW Government Policy to publicly disclose details of its contracts, the Principal may publish the following information about a contract awarded under this tender:

- Details of contract (description of project to be completed or goods/services to be provided or property to be transferred; commencement date of the contract; the period of the contract);
- The full identity of the successful Tenderer including details of cross ownership of relevant companies;
- The price payable by the agency and the basis for future changes in this price;
- The significant evaluation criteria and the weightings used in tender assessment;
- Provisions for re-negotiation (where applicable).

The Principal will not disclose the following information about any contract awarded under this tender unless the Tenderer agrees, or release is determined under the Freedom of Information Act 1989 or is otherwise legally required:

- The Contractor's financing arrangements;
- The Contractor's cost structure or profit margins;
- Items of the Contractor having an intellectual property characteristic (eg. non-tangible property that is the result of creativity, such as patentable ideas or inventions, trademarks, copyrights, etc.); and
- Any other matters where disclosure would place the Contractor at a substantial commercial disadvantage with its competitors both at the time of entering into the contract and at any later date when there would be an effect on future competitive arrangements.

Tenderers may request that the Principal not disclose particular information included in their tender but must give the reasons for requesting this. The Principal will advise a Tenderer in contention for a contract what information it agrees not to disclose. If the Principal and a Tenderer cannot agree about what should be disclosed, the Principal will seek the advice of the Chair of the State Contracts Control Board. The Principal's decision is however final and is at the Principal's absolute discretion. Neither a decision by the Principal, nor a recommendation by the Chair of the State Contracts Control Board under this paragraph is a decision which falls within any dispute resolution procedures specified in the Contract being tendered for.

The Principal may publish the identities of all Tenderers, but will not disclose other information included in an unsuccessful tender unless the Tenderer agrees, or release is determined under the Freedom of Information Act 1989 or is otherwise legally required.

For contracts valued over \$100,000, the Principal will normally publish the names of Tenderers when tenders close, and the other information about the contract specified above, on the internet, within 90 days after award of the contract. For other contracts the Principal will disclose the specified information on request.

4.4 EXCHANGE OF INFORMATION BETWEEN GOVERNMENT AGENCIES

By tendering for this Contract, the Tenderer authorises the Principal to make available to other NSW government departments or agencies or local government authorities information including, but not limited to, any information provided by the Tenderer to the Principal and information relating to the Tenderer's performance or financial position. The Tenderer acknowledges that any information about the Tenderer, from any source, including but not limited to substantiated reports of unsatisfactory performance may be taken into account by the Principal, other NSW government departments or agencies or local government authorities in considering whether to offer the Tenderer opportunities for NSW government work including

but not limited to assessment of suitability for registration, pre-qualification, selective tender lists or the award of a contract.

The Principal regards the provision of information about the Tenderer to any NSW government department or agency or local government authority as privileged under Section 22 of the Defamation Act 1974. 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.

4.5 CONTRACTOR PERFORMANCE

During the course of the Contract, the successful tenderer's performance may be monitored and assessed.

For details refer to the document "A Guide to Performance Reporting on Construction Contractors and all Categories of Consultants" which is available on request from any Department of Commerce tender enquiry counter or the Department's internet web site at:

<http://www.commerce.nsw.gov.au/sps/pdf/cprguide.pdf>

4.6 FINANCIAL ASSESSMENT

By tendering for this Contract, 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 with the Principal to safeguard the financial details obtained. Financial Assessors must not disclose such details, either in whole or in part to any party other than NSW Government departments or agencies without the express written permission of the tenderer.

The Financial Assessor is Kingsway Financial Assessments Pty Ltd.

Submit, when required by the Financial Assessor or Principal, the Financial Assessment information shown in TENDER SCHEDULES - SCHEDULE OF FINANCIAL ASSESSMENT INFORMATION.

4.7 STATUTORY DECLARATIONS

The Contract requires the Contractor to provide the Principal with approved statutory declarations regarding payments to workers, subcontractors and suppliers with all submitted claims for payment as well as at any other times when requested by the Principal, and to obtain equivalent statutory declarations from certain of the Contractor's subcontractors.

Failure to do so may result in the Principal not being required to make payments otherwise due to the Contractor.

Refer to Clause GENERAL CONDITIONS - PAYMENT AND RETENTION

4.8 INDUSTRIAL RELATIONS MANAGEMENT

Tenderers must plan and manage industrial relations (IR) in accordance with the NSW Government "Industrial Relations Management Guidelines". A copy of the Guidelines may be obtained from the Construction Policy Steering Committee internet web site at:

<http://www.construction.nsw.gov.au/publications/strategic-area.shtml>

Submit when requested by the Principal:

- TENDER SCHEDULES - UNDERTAKING TO COMPLY WITH INDUSTRIAL RELATIONS ASPECTS OF CODE OF PRACTICE AND IMPLEMENTATION GUIDELINES

4.9 UNCONDITIONAL UNDERTAKINGS - APPROVED INSTITUTIONS

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 at the APRA website at:

<http://www.apra.gov.au/>

The Principal is prepared to consider proposals from tenderers for the approval of Unconditional Undertakings by substantial financial institutions, not registered by APRA, which lawfully carry on business in Australia. The Principal may require the submission of evidence demonstrating the substance and status of any proposed financial institution without cost to the Principal.

4.10 NOT USED

4.11 NOT USED

5 FURTHER INFORMATION

5.1 ADDENDA TO TENDER DOCUMENTS

Tenderers may ask for clarification of anything in the tender documents. The Principal will issue any instruction resulting from such request in writing to all tenderers in the form of an Addendum which becomes part of the tender documents. Similarly, should the Principal require documents to be amended an Addendum will be issued. Written Addenda issued by the Principal are the only recognised explanations of, or amendments to, the tender documents.

If tender documents have not been obtained directly from the Principal, tenderers should advise the Contact Officer before submitting tenders to ensure that they receive any addendum or variation to the original document, which may be issued.

5.2 NOT USED

5.3 NOT USED

5.4 NOT USED

6 PREPARATION OF TENDERS

6.1 ALTERNATIVE TENDERS

Submit a conforming tender, in full compliance with the work as specified without any conditions or qualifications attached. Submit any mandatory or optional alternative tender described earlier, in full compliance with the work as specified without any conditions or qualifications attached.

The Principal may consider other alternative tenders, provided the alternative tender meets the scope, functional intent and design concept expressed in the tender document. Where such alternative tender is proposed, a detailed description of the alternative must be submitted, stating clearly the manner in which it differs from the detailed requirements of the tender documents.

Alternatives will not be considered for the following aspects of the work:

- Dredge borrow area and design dredging depth
- Stated Deposition sites alternatives

6.2 TECHNICAL DATA

Submit, when requested by the Principal, the details shown in TENDER SCHEDULES - SCHEDULE OF TECHNICAL DATA

7 SUBMISSION OF TENDERS

7.1 DOCUMENTS TO BE LODGED

The following documents need to be completed and submitted by the Tenderer:

- Tender Form
- Schedule of Rates and Lump Sum Prices
- Schedule of Technical Data
- Schedule of Financial Assessment Information
- Undertaking To Comply With Industrial Relations Aspects Of Code Of Practice And Implementation Guidelines

Tender Schedules marked “Submit with Tender Form” and other required documents must be lodged with the Tender Form in accordance with Clause CONDITIONS OF TENDERING - LODGEMENT OF TENDER. Tender Schedules marked “Submit when required by the Principal” may not be required until after close of tenders.

Complete the Tender Form provided, together with accompanying schedules. Supply all information called for in the tender documents. Where any alternative tender is required or permitted under Clause CONDITIONS OF TENDERING - ALTERNATIVE TENDERS, submit alternative tender schedules where the information submitted for the conforming tender differs for the alternative(s). Clearly identify each schedule and the alternative to which they apply.

Where applicable, refer to each Addendum and state that the tender allows for the instructions given in the Addendum.

7.2 ELECTRONIC TENDERING – E-TENDERING

Tenderers are encouraged, although not required, to obtain RFT electronically and to lodge tenders electronically, through the eTendering website at:

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

Lodging Tenders

RFT for which electronic lodgement is available through the web site can be identified by the blue ‘LODGE A RESPONSE’ button on the web pages for the RFT.

To lodge tender responses electronically the files containing the tender response must be uploaded through the website. Access to the up-loading process is through the blue ‘LODGE A RESPONSE’ button, then follow the steps and the instructions on the Department of Commerce eTendering website and any instructions which may have been supplied with the VIEWABLE COPY, and/or RESPONDABLE COPY.

On receipt of tenders they are encrypted and stored in a secure 'electronic tender box'. For reasons of probity and security the Department's officers are prevented from interrogating the electronic system to ascertain whether tenders have been received, or for any other reason, until after the closing time and date specified on the RFT documentation. The e-mail receipt that is sent to the tenderer after successfully up-loading the tender response is the only evidence of tender lodgement provided.

Viewing RFT

To locate an RFT, and view RFT summary details, follow the instructions on the Department of Commerce eTendering website. First locate the RFT using the RFT Search, or by looking at the Current RFT listings screen where the additional Search function may also be used. You may see some details of the RFT by accessing them through the blue 'VIEWABLE COPY' button. This function is provided to assist in making a decision to obtain a RESPONDABLE COPY of the RFT, through processes that may be detailed on the web site.

Downloading

Downloading of the RESPONDABLE COPY files from the website is accessed through the blue 'RESPONDABLE COPY' button and then follow the steps and the instructions on the Department of Commerce eTendering website.

Electronic Format for Submissions

Electronically lodged tenders must be lodged in a file format that can be read, formatted, displayed and printed by Microsoft Word 97, or any format required by the RFT.

File Compression

Tenderers may, optionally, compress electronically submitted tenders in any format that can be decompressed by WinZip. Tenderers must not submit self-extracting (*.exe) zip files.

Change of Tender Form Text

Tenderers must not change existing text in electronic tender forms other than to insert required information.

Signature

Signatures are not required on tenders submitted electronically. Tenderers must ensure that electronically submitted tenders are authorised by the person or persons who may do so on behalf of the Tenderer, and appropriately identify the person and indicate the person's approval of the information communicated.

Virus Obligations

Electronically submitted tenders may be made corrupt or incomplete by computer viruses. To reduce the likelihood of viruses, Tenderers must not include any macros, applets, or executable code or executable files in tenders, unless required to by the RFT.

Tenderers should ensure that electronically submitted files are free from viruses by checking the files with an up to date virus-checking program before submission.

Special Provisions About Closing Time for Electronic Submission of Tenders

If Tenderers experience any persistent difficulty with accessing the Department of Commerce eTendering website, in submitting tenders, or otherwise, they are invited to inform the Contact Officer.

Tenderers should note that there are usually alternative tender lodgement methods described in the RFT, and it is the Tenderers responsibility to lodge the tender response on time.

If there is a defect or failure of the Department of Commerce eTendering website, and the Contact Officer has been advised, consideration may be given to the time for closing tenders being extended, by Addendum to the RFT.

Receipting and E-Mail Acknowledgment

When a Tender is received in the Department of Commerce eTendering website a unique receipt acknowledgment number will be displayed on the screen and an e-mail confirming receipt of the tender will be sent to the e-mail address shown in the tenderer's registration on the system.

7.3 LODGEMENT OF TENDER

eTender - As an alternative to the lodgement procedures shown below, for tenders that are advertised through the Department of Commerce eTendering website at URL <https://tenders.nsw.gov.au/dpws>, and have the blue 'lodge response' button available on the web pages for that tender, the tender may be submitted for lodgement in the electronic tender box.

Mail - Address the tender to The Manager Minor Ports Nth and mark the tender with **"Tender for Clarence River Leads Channel Maintenance Dredging"** and the closing date on the envelope or the first page of the facsimile.

By Hand - The tender may be submitted at the Tender Closing Office or by lodging the complete tender in the Tender Box, or alternatively by facsimile, at any one of the following locations before the close of tenders.

The Tender Box
Dept of Lands,
Taree Office,
98 Victoria street,
Taree. NSW 2430
Fax: (02) 65522816

The Tender Box
Dept of Lands,
Level 2
437 Hunter St,
Newcastle. NSW 2300
Fax: (02) 4925 3489

Notwithstanding any other requirements of the tender documents, submit by the stipulated date and time Tender Schedules marked "Submit when requested by the Principal" and any other information which may be requested to allow further consideration of the tender. Failure to meet this requirement may result in the tender being rejected.

If more than one tender submission is made through one or more of the above alternative lodgement methods, each submission lodged should be marked clearly as to whether it is a copy, an alternative tender, or whether the submission supersedes another submission.

7.4 LATE TENDERS

In accordance with the NSW Government Code of Tendering, late tenders will not be accepted, except where the integrity of the tendering process will not be compromised.

Late tenders will generally not be considered for acceptance if they are:

- hand delivered, including courier deliveries;
- received through Australia Post unless the envelope is clearly postmarked or time stamped with a date or time and date before the time and date of tender closing; or
- received by electronic communication, and the dispatch of the electronic communication of the tender has occurred after the time and date of tender closing.

Tenders which are sent by facsimile and which are not completely received at one of the specified locations by the close of tenders, may be excluded from consideration for acceptance

even if transmission or receipt is delayed due to the receiving facsimile machine being engaged, faulty or otherwise inoperative.

8 PROCEDURES AFTER CLOSING OF TENDERS

8.1 INFORMAL TENDERS

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.

8.2 EVALUATION OF TENDERS

In evaluating tenders, the Principal may take into consideration, but not be limited to: conformity; innovation; value for money; construction period; quality assurance; price compared with estimated cost; technical management; physical, environmental management and financial resources; current commitments; previous performance; industrial relations and occupational health and safety record; maintenance and running costs; life and standardisation of proposed materials and equipment; proposed working hours and days; and Principal's administration costs.

The Principal may treat any required detail in the tender which is left out, illegible or unintelligible as failing to fulfil the relevant requirement. The Principal may assess, score or rate any detail in the tender which is left out, illegible or unintelligible in the way least favourable to the Tenderer, or in some other way at the Principal's absolute discretion.

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.

8.3 ACCEPTANCE OF TENDER

The Principal may accept tenders that do not conform strictly with all requirements of the tender documents.

The Principal is not bound to accept the lowest or any tender.

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

8.4 PROTECTION OF PRIVACY

The tenderer warrants, in respect of any personal information provided in this 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:

- that the information is being collected, and will be held by the Department of Commerce at the address shown in the tender form;
- that the information is being collected for the purpose of evaluating tenders and commercial proposals, and the administration of any contracts arising from those tenders or proposals, and may be made available to other NSW government departments or 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 of access to, and correction of, the information.

END OF SECTION – CONDITIONS OF TENDERING

TENDER SCHEDULES

THERE ARE 27 PAGES IN THIS SECTION

1 TENDER FORM

Location and Fax No. of
Tender Closing Office:

Department of Lands, Taree Office, Victoria St Taree 2430.
Facsimile (02) 6552 2816.

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

Clarence River Leads, Channel Maintenance Dredging.

(Contract No. Lands_CL_2007_003)

in accordance with the following documents:

TENDER DOCUMENT VOL. 1 SPECIFICATION

and Addenda Numbers:

At the rates in the attached Schedule of Rates and Lump Sum Items
which include GST

Signed for the Tenderer by: Date:.....

Name (in block letters): (Authorised Officer)

In the Office Bearer capacity of:

2 SCHEDULE OF RATES AND LUMP SUM ITEMS

(SUBMIT WITH TENDER FORM)

Complete the Schedule by inserting the tendered rates under RATE or where Lump Sum appears, by inserting the tendered lump sum for the items of work under AMOUNT. Where a rate is tendered, insert under AMOUNT the amount arrived at by multiplying the tendered rate by the quantity. The rates and lump sums tendered shall form part of the Contract. The correct extended amounts and total shall be used to assess tenders.

Refer to Clause PRELIMINARIES - APPLICATION OF SCHEDULE OF RATES.

Item No.	Description	Quantity	Unit	Rate	Amount
1.	All work and obligations under the Contract NOT INCLUDED ELSEWHERE in this Schedule.		Item	Lump Sum	\$.....
2.	Schedule of Rates Items:				
2.1	Dredging of sediment from the nominated dredge borrow area to the depth and side slope batter specified and transportation to Turners Beach deposition site	0 to 10,000	m ³	\$.....	\$.....
2.1.1	Additional Dredging and deposition at Site in excess of 10,000 m3 to item 2.1	10,000 to 12,000	m ³	\$.....	\$.....
2.2	Dredging of sediment from the nominated dredge borrow area to the depth and side slope batter specified and transportation to Whiting Beach deposition site	0 – 1,300	m ³	\$.....	\$.....
2.2.1	Additional Dredging and deposition at site in excess of 10,000 m3 to item 2.2	1,300 – 2,000	m ³	\$.....	\$.....
2.3	Authorised Downtime. Provide hourly rate for authorised downtime as per Cl 14.1 of the Technical Specification	0 – 20	Hr	\$.....	\$.....

Signed for the Tenderer by: Date:.....

TENDER SCHEDULES

3 Schedule of Lump Sum items:

3.1	Site Establishment. Include all costs for site establishment including transportation of equipment to site, warning advisory signage, additional hydrographic and deposition site survey as required by contractor and Lands etc.	Item	Lump Sum	\$.....
3.2	Establishment, operation, maintenance and rehabilitation of deposition site at Turners Beach	Item	Lump Sum	\$.....
3.3	Establishment, operation, maintenance and rehabilitation of deposition site at Whiting Beach	Item	Lump Sum	\$.....
3.4	Site Disestablishment. Relocation of dredge to homeport. Removal of any signage, debris and materials not to be incorporated into the works, replacement / relocation of navigation buoys plus rehabilitation of deposition site etc.	Item	Lump Sum	\$.....
TOTAL OF TENDER:				\$.....

Signed for the Tenderer by: Date:.....

3 SCHEDULE OF IMPORTED MATERIALS AND EQUIPMENT

Not Used

4 SCHEDULE OF ALTERNATIVES TO IMPORTED GOODS

Not Used

5 SCHEDULE OF NSW COUNTRY MANUFACTURED GOODS

Not Used

Signed for the Tenderer by: Date:.....

6 SCHEDULE OF TECHNICAL DATA

(SUBMIT WHEN REQUESTED BY PRINCIPAL)

List all information required by this Schedule, and attach details of manufactures product data together with illustrations as are necessary to fully describe the Tenderer's offer.

Item	Tenderer's offer
Dredger Specifications	
Dredge depth (metres)
Maximum Achievable Dredging Depth Below Keel (metres)
Sediment Extraction Rate (m ³ / hr)
Current Australian Survey Certificate
Waterways Authority Certificate of Recognition
Survey Proposal	
Name of surveyor (if known)
Phone Number
Detail method to be used
a) in calculation of dredged Quantity at dredge site.
b) ensure the dredge site design is achieved
Detail Method to be used to calculate dredged quantity at deposition site.
Detail method proposed for calculation of payment quantities
Preferred location for overnight berthing

Signed for the Tenderer by: Date:.....

7 SCHEDULE OF FINANCIAL ASSESSMENT INFORMATION

(SUBMIT WHEN REQUESTED BY PRINCIPAL OR FINANCIAL ASSESSOR)

Provide documents and information listed below in accordance with Clause CONDITIONS OF TENDERING - FINANCIAL ASSESSMENT.

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;
 - 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;
 - 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
 - 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
 - ii) major subcontractors.
9. Details relating to the Tenderer's history and Directors Profiles.

**8 UNDERTAKING TO COMPLY WITH INDUSTRIAL RELATIONS
ASPECTS OF 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 the Construction Industry" and the "Implementation Guidelines for the Code of Practice and Code of Tendering" in all respects, including, but not limited to, industrial relations aspects.

END OF SECTION –TENDER SCHEDULES

SPECIFICATION

1 GENERAL CONDITIONS OF CONTRACT AND ANNEXURE

THERE ARE 48 PAGES IN THIS SECTION

GENERAL CONDITIONS OF CONTRACT - MINOR WORKS

1 DEFINITIONS

- 1.1** The Principal is as stated in the Annexure.
- 1.2** The Principal's Representative is as stated in the Annexure and is the person appointed by the Principal to act with its full authority in all matters relating to the Contract.
- 1.3** The Principal's Agent is as stated in the Annexure.
- 1.4** The Works means the whole of the work to be carried out and materials and services to be provided under the Contract.
- 1.5** The Contract Sum means:
- (a) where the Principal accepted a lump sum, the lump sum;
 - (b) where the Principal accepted rates, the amount calculated by firstly multiplying the rates by their respective quantities in the schedule of rates and then adding those products;
- but excluding any additions or deductions which are made under the Contract.
- 1.6** day means calendar day.
- 1.7** Site means the lands and other places made available to the Contractor by the Principal for the purpose of the Contract.
- 1.8** Text within the following format denotes a definition:



2 CONTRACT

2.1 The written agreement between the Principal and the Contractor for the performance of the Works, including all documents and parts of documents to which reference may properly be made to determine the rights and obligations of the parties (the Contract Documents) shall evidence the Contract.

2.2 The Contract Documents shall be taken as mutually explanatory and anything contained in one but not in another shall be treated as if contained in all.

2.3 If the Contractor finds any discrepancy, error or ambiguity in or between the Contract Documents, the Contractor is to inform the Principal's Representative before starting such work and follow the directions given by the Principal's Representative.

3 DESIGN AND CONSTRUCTION

3.1 The Contractor is to supply all materials and construct the Works in accordance with the Principal's design and any further development of the design allowed under the Contract. Minor items not included in the Principal's design which are needed for the satisfactory completion of the Works are to be provided by the Contractor.

3.2 If the Contractor is to undertake design as part of the Works, the Contractor is to develop the Principal's design and submit the completed design comprising drawings, specifications, calculations and any statutory certificates required to the Principal's Representative within the period stated in the Annexure.

3.3 The Contractor is not to depart from the Principal's design, unless directed by the Principal's Representative.

3.4 The Contractor's completed design is to comply with the Contract and be fit for the intended purpose of the Works which can be reasonably inferred from the Contract Documents.

3.5 The Principal is not bound to check the 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 completed design.

3.6 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 knowledge, skill and judgment to carry out this responsibility.

3.7 The Contractor is to grant to the Principal an irrevocable licence to use the Contractor's design for the Works. Such licence is also to include any subsequent repairs to, maintenance or servicing of (including the supply of replacement parts) or additions or alterations to the Works.

4. CARE OF THE WORKS AND OTHER PROPERTY

4.1 From and including the date the Site is made available to the Contractor to the date of Completion of the Works, the Contractor is responsible for the care of the Works, constructional plant and things entrusted to the Contractor by the Principal for the purpose of the Works.

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

The Contractor is also liable for damage caused by the Contractor during the Defects Liability Period.

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

4.3 Nothing in Clause 4 relieves the Principal from liability for the Principal's own default and defaults of others for whom the Principal is liable.

5. INSURANCE

5.1 On acceptance of the tender, the Contractor is to hold or take out an insurance policy covering Workers' Compensation in the State of NSW and shall also ensure that every subcontractor, who is not taken to be a worker employed by the Contractor in accordance with the Workplace Injury Management and Workers Compensation act 1998 Schedule 1, must hold or take out insurance covering Workers' Compensation.



5.2

On acceptance of the tender, a policy of insurance issued through insurance broker, Marsh Pty Ltd, will automatically come into effect covering the Contractor, Principal, and all subcontractors employed on the Works.

The Contractor is to pay all necessary premiums within 14 days of receipt by the Contractor of an invoice from Marsh Pty Ltd.

5. INSURANCE (Cont'd)

5.3 If the Works includes work described in (a) or (b) below, the Contractor is to take out the following additional insurance policies before starting such work:

- (a) The use of water-borne craft in excess of 8 metres in length; Marine Liability Insurance;
- (b) Design of the Works undertaken by the Contractor; professional indemnity insurance.

The policy under (a) is to be in the name of the Contractor with the Principal as an additional name insured and is to cover the Contractor, the Principal, and all subcontractors employed from time to time in relation to the Works for their respective rights and interests and cover their liabilities to third parties. The policy is to be for an amount not less than \$5,000,000 for any one occurrence and shall include a cross-liability clause in which the insurer agrees to waive all rights of subrogation or action against any of the persons covered.

The policy under (b) is to cover the Contractor for liability to the Principal for a minimum amount of \$500,000 or 20% of the Contract Sum, whichever is greater, to a maximum of \$5,000,000 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.

5.4 If the Works includes asbestos decontamination, including stripping, encapsulation or removal, the Contractor is to take out within 30 days of asbestos decontamination work commencing, a policy of insurance in the terms of Policy No. EL 82911 issued through insurance broker Marsh Pty Ltd covering the Contractor, Principal and all subcontractors employed on the Works. The Contractor is to pay all necessary premiums within 14 days of receipt by the Contractor of an invoice from Marsh Pty Ltd.

Payment must be made in accordance with the instructions on the invoice and must include a statement of the Contract Number.

5.5 The required policies are to be with insurers and in terms approved by the Principal's Representative. Approvals will not be withheld unreasonably.

5.6 The Contractor is to maintain all required insurance policies until the end of the Defects Liability Period, or Completion if there is no Defects Liability Period.

5.7 If, when required in writing by the Principal to do so, the Contractor fails to produce evidence of having paid insurance premiums and other compliance with insurance obligations under General Conditions Clause 5, to the satisfaction of the Principal, the Principal may effect or maintain the insurance and pay any premiums. The Contractor is to pay the Principal the amount of any premiums paid by the Principal plus an amount of \$250 to cover the Principal's costs.

6. SITE AND POSSESSION

6.1 The Principal is to give the Contractor possession of the Site by the time stated in the Annexure.

6.2 The Principal is to give the Contractor sufficient possession to allow the Contractor to perform the Works but is not required to give the Contractor sole or uninterrupted possession of or access to the Site.

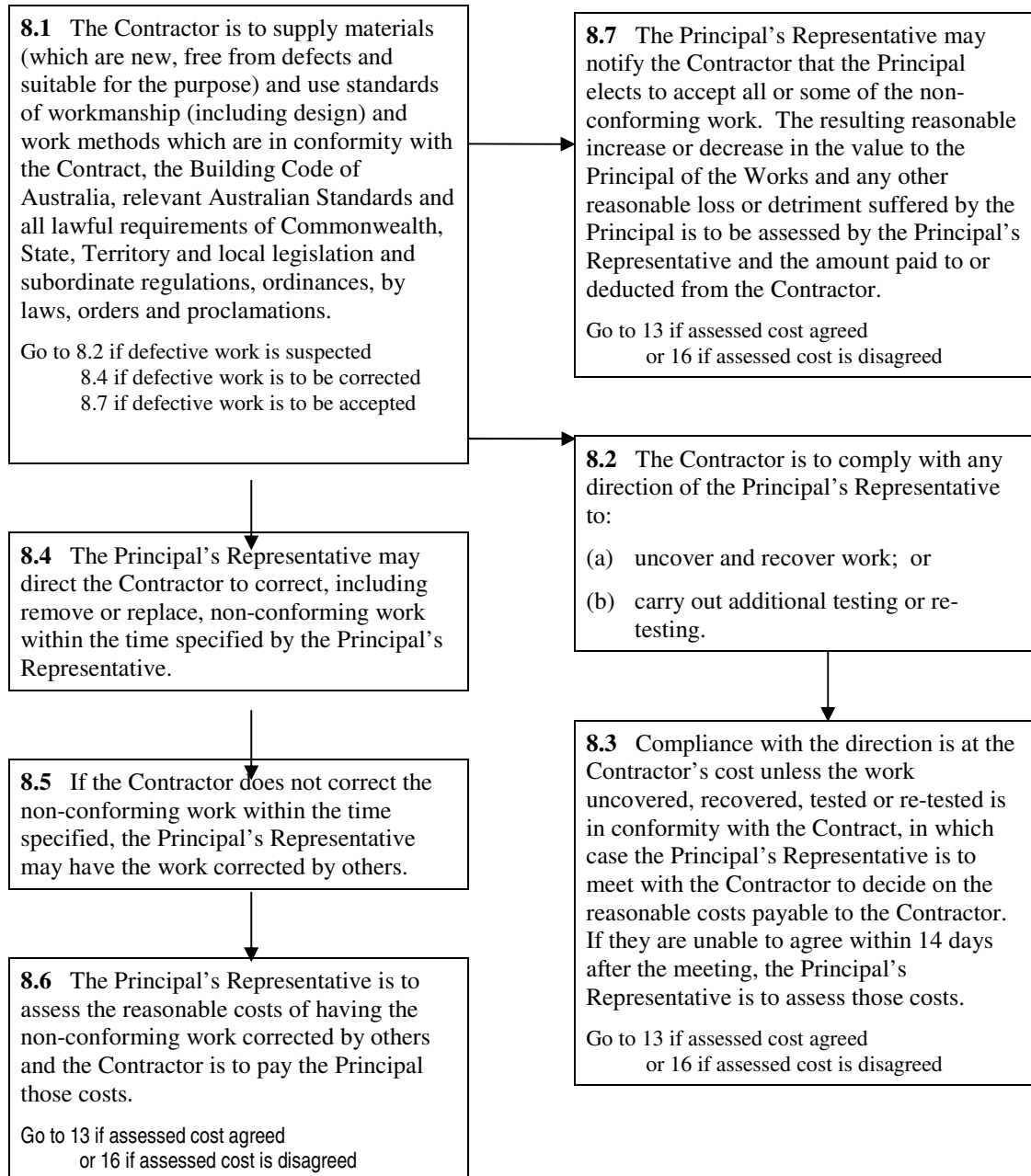
6.3 The Contractor is to begin work on the Site as soon as practicable after being given possession of the Site by the Principal.

6.4 The Contractor is to give the Principal's Representative, agents and contractors reasonable access to the Site for any purpose.

7. SITE CONDITIONS

7.1 If the Contractor discovers that the conditions on, about or below the Site differ from what ought to have reasonably been anticipated at Tender time the Contractor is to inform the Principal's Representative immediately and, where possible, before the conditions are disturbed.

7.2 The Contractor is not entitled to any extra payment for the different Site conditions. If the different conditions are such that the Principal's Representative directs the Contractor to carry out a variation, the procedure in Clause 9 is then to be followed.

8. NON-CONFORMING WORK

9. VARIATIONS

9.1 The Principal's Representative may direct the Contractor to carry out a variation and the Contractor is to carry out the direction.

9.3 A variation is any change to the character, form, quality and extent of the Works directed in writing by the Principal's Representative. A variation shall not invalidate the Contract.

9.2 The Principal's Representative and Contractor are to meet to agree on the reasonable amount payable to or deducted from the Contractor for the variation. If they do not agree within 14 days after the meeting, the Principal's Representative is to assess that amount.

Go to 13 if assessed amount agreed
or 16 if assessed amount is disagreed

10. SUSPENSION

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

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

Go to 13 if assessed cost agreed
or 16 if assessed cost is disagreed

10.3 The Contractor is to recommence the Works as soon as practicable after being directed to do so by the Principal's Representative.

11. COMPLETION OF THE WORKS

11.1 The Contractor is to Complete the Works within the period stated in the Annexure which starts on the date of being given possession of the Site.

11.2 The Contractor is to inform the Principal's Representative when, in the Contractor's opinion the Works have reached Completion.

11.3 The Principal's Representative is to:

- (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.

11.4 The Works have reached Completion and are Complete when the Works are capable of use for their intended purpose, and should be free from any omissions or defects, and the Contractor has made good the Site and its surroundings.

12. DELAY IN COMPLETION

12.1 If the Contractor is delayed in reaching Completion then the Contractor is to notify the Principal's Representative within 14 days after the commencement of the delay and to meet with the Principal's Representative to determine the cause of delay. Where such a delay is caused by:

- (a) a direction given by the Principal's Representative except under:
 - Clause 8; or
 - Clause 10 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,

the period for Completion is to be extended.

12.2 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 determine the cause of delay, the Principal's Representative is to assess a reasonable extension of time. The Principal's Representative may for any reason and at any time extend the period for Completion.

Go to 16 if assessed extension of time is disagreed.

12.3 If the Contractor does not Complete the Works by the last day of the period for Completion then the Contractor is to pay to the Principal liquidated damages from, but excluding that date, to and including the date the Works are Complete at the rate stated in the Annexure.

13. PAYMENT AND RETENTION**13.1** *If the Contract has substantial Demolition and the 'Amount of Security' in the Annexure is >\$0:*

Before commencing any work on the Site, the Contractor is to provide security in the amount stated in the Annexure and in the form as detailed in Schedule - Unconditional Undertaking.

13.2 *If the Contract requires the Contractor to pay the Contract Sum to the Principal:*

Before commencing any work on the Site, the Contractor is to pay the Principal the Contract Sum.

13.3 *If the Contract requires the Principal to pay the Contract Sum to the Contractor:*

The Contractor is to give the Principal's Representative a written claim for payment when a Milestone stated in the Annexure is reached. The claim is to identify the Milestone, the amount claimed, how the amount is calculated, deductions to which the Principal is entitled and, when additions are claimed, the legal and factual basis of the claim. Additions are extra costs or other amounts to which the Contractor is entitled under or in connection with the subject matter of the Contract.

When a Milestone is reached the amount which the Contractor is entitled to claim, and be paid, is the sum of:

- for work for which the Principal accepted rates, an amount calculated by applying the rates to the quantities of work carried out to that date;
- for work for which the Principal accepted a lump sum, the percentage stated in the Annexure for the Milestone;
- for any additions for which the Principal has approved an amount in writing or for which an amount has been finally determined by an Expert under Clause 16, the amount approved or determined;

less payments previously made (including under Clause 16), costs payable by the Contractor to the Principal and deductions to which the Principal is entitled under or in connection with the subject matter of the Contract, including but not limited to retention moneys, liquidated damages and other damages whether liquidated or unliquidated.

With each claim for payment, and at any other time as requested by the Principal's Representative, the Contractor is to give the Principal's Representative a completed statutory declaration, as detailed in Schedule - Statutory Declaration.

Within 10 business days after receipt of the Contractor's payment claim, the Principal is to provide to the Contractor a payment schedule identifying the progress claim to which it relates and stating the payment, if any, which the Principal will be making. If the payment is to be less than the amount claimed by the Contractor the payment schedule is to indicate why it is less. For the purposes of this clause a business day is any day other than a Saturday, Sunday, public holiday or 27, 28, 29, 30 or 31 December.

13.3 (Continued)

Payment is to be made within 21 days of the Contractor's written claim or 7 days after the statutory declaration is provided, whichever is the later. If the Contractor breaches the requirement to submit a completed statutory declaration the Principal is not obliged to make any payment to the Contractor while the breach continues.

Any claim by the Contractor on the Principal is to be made within 28 days after the date of the Principal's Representative's written notice of Completion under Clause 11.3. 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 14.4 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.

All payments by the Principal to the Contractor are to be made by Electronic Funds Transfer to a bank, building society or credit union account nominated by the Contractor. No payment is due to the Contractor until details of the nominated account (name of financial institution, account name and account number) are notified in writing to the Principal's Representative. The Contractor is to promptly notify the Principal's Representative in writing of any changes to the nominated account and the Principal is not responsible for any payments made into a previously nominated account before notification of such change is received by the Principal's Representative.

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.

13.4 *When the Works are Complete and the Contract requires Security:*

When the Contractor has provided an Unconditional Undertaking for Security (Annexure 13.1) the Principal is to return the Unconditional Undertaking, less any amounts the Contractor is to pay the Principal, within 14 days of Completion.

13.5 *When the Works are Complete and the Contract has a Defects Liability Period:*

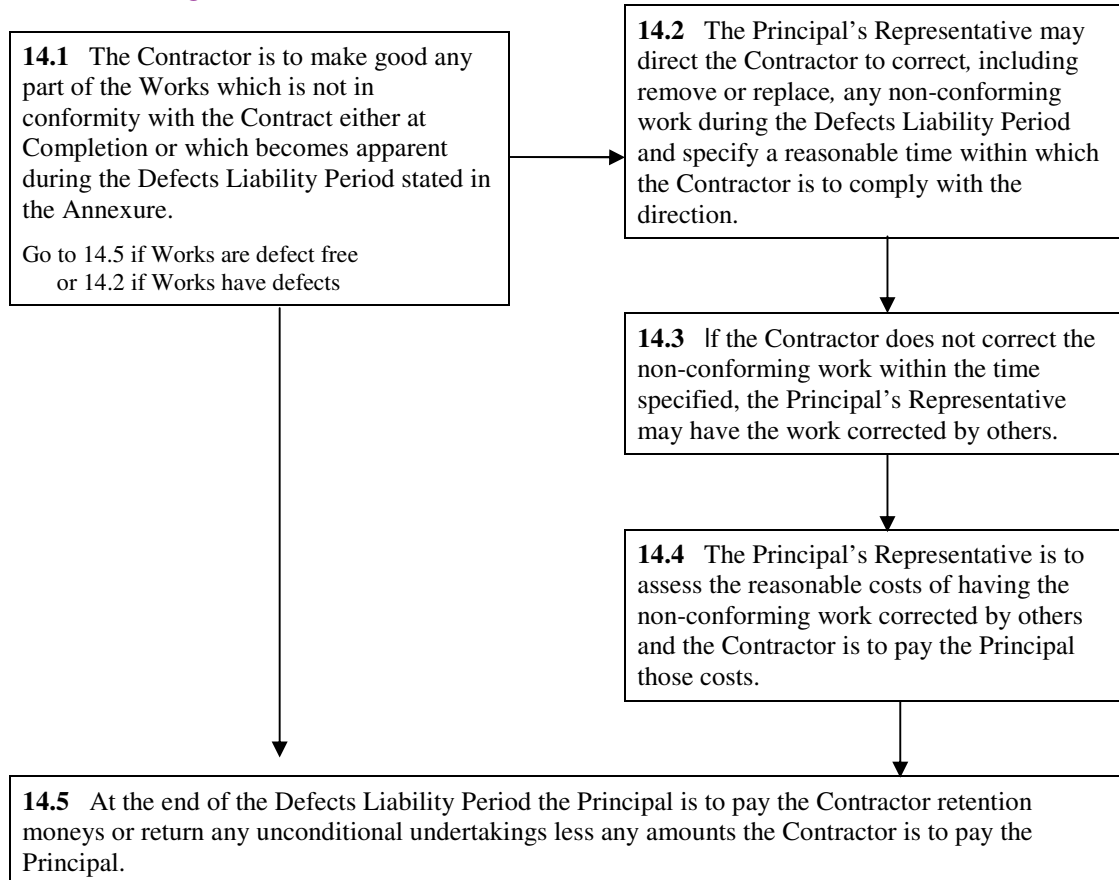
An amount of 2.5% of the Contract Sum is to be retained by the Principal against the due and proper performance of the Contract, except when there is no Defects Liability Period.

The Contractor may, instead of the retention, provide security in the amount of the retention in the form as detailed in Schedule – Unconditional Undertaking.

13.6 *If an Unconditional Undertaking is required:*

All Undertakings must be provided by a financial institution acceptable to the Principal.

14. DEFECTS LIABILITY PERIOD



15. DEFAULT AND INSOLVENCY

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

- (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;
- (b) not progressing Works at a reasonable rate,

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

15.2 If the Contractor is wound up or declared insolvent then:

15.4

- (a) The Principal may immediately take over the uncompleted Works by notice in writing; and
- (b) suspend payments due or which would become due under Clause 13; and
- (c) have the Works Completed by others.

15.3 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:

Go to 15.5 for Termination option
or 15.4 for Takeover option

15.5 The Principal, may immediately terminate the Contract by notice in writing to the Contractor, in which case the respective rights and liabilities of the parties shall be the same as they would be at common law if the Contractor had wrongfully repudiated the Contract.

15.6 The Principal's Representative is to calculate the difference between:

- (a) the costs of having the Works Completed by others; and
- (b) the amount of suspended payments and retention moneys held by the Principal.

Go to 15.7 Contractor to pay
or 15.8 Principal to pay

15.7 If the calculation results in a shortfall to the Principal, the Contractor is to pay the amount of the shortfall to the Principal within seven days of a written demand for payment.

15.8 If the calculation results in an excess to the Principal, the Principal is to pay the amount of the excess to the Contractor.

16. DISPUTES

16.1 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 an instruction, that party is to notify the Principal's Agent and the other party in writing of a dispute within 14 days of the act or omission. The notifying party is to provide particulars, including the factual and legal basis of any claimed entitlement.

If a party gives notice of a dispute but not within the time provided by this Clause 16.1, then it is not entitled to interest for the period before the party gave notice.

16.2 Within 7 days of the giving of the notice, the Contractor and Principal's Agent are to meet to attempt to resolve the dispute.

16.3 If the dispute is not resolved within 14 days after the notice providing particulars of the dispute, the parties are to 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 is to nominate an Expert.

16.4 The person nominating the Expert is not to nominate:

- an employee of the Principal or Contractor,
- a person who has been connected with the Contract, or
- a person upon whose appointment the Principal and the Contractor have previously failed to agree.

16.5 When the person to be the Expert has been agreed on or nominated, the Principal, on behalf of both parties is to appoint the expert in writing, with a copy to the Contractor, setting out:

- the dispute being referred to the Expert for a decision,
- the Expert's fees,
- the procedures detailed in this Clause 16, and
- any other matters which are relevant to the engagement.

16.6 The Principal and the Contractor are to share equally the Expert's fees and out-of-pocket expenses, including security deposit if required. Each party is to otherwise bear their own costs and share equally any other costs of the process.

16.7 Each party is to make written submissions to the Expert and provide a copy to the other party as follows:

- (a) Within 7 days after the appointment of the Expert, the notifying party is to submit details of the claimed act or omission.
- (b) Within 14 days after receiving a copy of that submission, the other party is to submit a written response. That response can include cross-claims.

16.8 The Expert is to decide whether the claimed event, act or omission did occur and, if so:

- when it occurred,
- what term of the Contract or other obligation in law, if any, requires the other party to pay the claimant money in respect of it, and
- the merits in law of any defence or cross-claim raised by the other party.

The Expert then decides the amount, if any, which one party is legally bound to pay the other on account of the event, act or omission.

The Expert is also to decide any other questions required by the parties, as set out in the dispute referred to the Expert at Clause 16.5.

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

- (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 to give the decision in writing, with brief reasons, to each party; and
- (d) bound by the rules of natural justice.

16.10 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 decision of the Expert, either party gives notice in writing to the other that the party is dissatisfied, the decision is of no effect and either party may then commence litigation.

16.11 Unless a party has a right to commence litigation under Clause 16.10:

- (a) The parties are to treat each determination of the Expert as final and binding and give effect to it.
- (b) If the Expert decides that one party owes the other party money, that party is to pay the money within 14 days of the receiving the decision of the Expert.

17. TERMINATION FOR THE PRINCIPAL'S CONVENIENCE

17.1 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 amenities it has brought onto the Site for the construction of the Works.

If the Contract is terminated for the Principal's convenience, the Principal must pay the Contractor:

- the value of all work carried out (as determined in clause 13) up to the date of the termination notice takes effect; plus
- 2% of the difference between the Contract Sum, adjusted by any amounts agreed or assessed under clause 9.2 or finally determined under clause 16, and the total of all amounts paid and payable to the contractor for payment claims.

The payments referred to in this Clause are full compensation under this Clause, and the Contractor has no claim for damages or other entitlement whether under the Contract or otherwise.

The Contractor must, wherever possible, include in all subcontracts and supply agreements an equivalent provision to this Clause.

SCHEDULE 1

APPROVED 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 shall immediately cease.

DATED at this day
of 20

.....

[Signature]

.....

[Print name of person signing the Undertaking]

.....

[Position / Title]

SCHEDULE 2**Statutory Declaration**Oaths Act (NSW)
Ninth Schedule**Definitions**

The Principal is

The Contractor is

ACN/ABN.....

The Contract is Contract No.

Contract Title.....

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

Declaration

Full name **I,**

Address of
.....

do hereby solemnly declare and affirm that:

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

2 I am in a position to make this statutory declaration about the facts attested to.

REMUNERATION OF CONTRACTOR'S EMPLOYEES ENGAGED TO CARRY OUT WORK IN CONNECTION WITH THE CONTRACT

- 3** All remuneration payable to the Contractor's relevant employees for work done in connection with the Contract to the date of this statutory declaration has been paid and the Contractor has made provision for all other benefits accrued in respect of the employees.
- Relevant employees are those engaged in carrying out the work done in connection with the Contract.

Remuneration means remuneration or other amounts payable to relevant employees by legislation, or under an industrial instrument, in connection with work done by the employees [s127(6) of the Industrial Relations Act 1996].

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.
- 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.

Delete the words
in italics that are
not applicable.

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

1. GENERAL CONDITIONS OF CONTRACT AND ANNEXURE

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

.....

on.....

Date

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”, “subcontractor”, “supplier” and “consultant” have the meanings given in or applicable under the Contract.

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

- (a) where the declaration is sworn within the State of New South Wales:
 - (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.

ANNEXURE TO GENERAL CONDITIONS OF CONTRACT - MINOR WORKS

Clause

1.1

The Principal is the Minister for Lands for the State of NSW.

Notices and Submissions to the Principal

Notices and Submissions to the Principal must go to the Principal's Representative.

1.2

The Principal's Representative is: Steve Driscoll, Manager NSW Minor Ports

1.3

The Principal's Agent is: Brian Semple, he is located at: 98 Victoria St Taree 2430

3.2

The period to submit the completed design is: Not Applicable.

6.1

The time to give possession of Site
is: Seven (7) Days after the Principal accepted the tender.

11.1

The period for Completion is: Six (6) calendar weeks.

12.3

The rate per day of liquidated damages is: Nil.

13.1

The amount of Security is: Nil.

13.3

The Milestones and Percentages are as below:

Milestone	Percentage
Completion of Dredging and confirmation by survey the contract design profiles have been achieved in accordance with the contract document	100%

14.1

The Defects Liability Period, which commences at Completion of the Works is: 6 months

END OF SECTION – GENERAL CONDITIONS OF CONTRACT AND ANNEXURE

2 PRELIMINARIES

THERE ARE 69 PAGES IN THIS SECTION

1 ADMINISTRATION AND CONTRACTING

1.1 ELECTRONIC COMMUNICATIONS

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

1.2 LONG SERVICE LEVY

Requirement

Before commencing work under the Contract, the Contractor 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 Building and Construction Industry Long Service Payments Act, 1986; and
- produce to the Principal's Representative the document evidencing payment of the levy as referred to in the above point.

1.3 COLLUSIVE ARRANGEMENTS

Requirement

The Contractor warrants and represents to the Principal and agrees with the Principal that it is a condition precedent to the agreement between itself and the Principal that:

- the Contractor has no knowledge of the tender price of any other Tenderer for the Contract;
- except as disclosed in the tender, and by agreement in writing with the Principal, it has not entered into any contract, arrangement or understanding to pay or allow any money directly or indirectly to a trade or industry association (above the published standard fee) or to or on behalf of any other Tenderer in relation to its tender or this Contract entered into consequent thereon, nor paid or allowed any money on that account, nor will it pay or allow any money on that account;
- in the event of the Contractor paying or allowing to or on behalf of a trade or industry association or another Tenderer any money in breach of these conditions, the Contractor shall immediately give the Principal written notice of such an event and such money shall be held on trust for and become immediately payable to the Principal. The Principal shall be entitled to withhold from any payment due to the Contractor on any account an equivalent sum as liquidated damages.

1.4 EXCHANGE OF INFORMATION BETWEEN GOVERNMENT AGENCIES

The Contractor authorises the Principal and its employees and agents to make information concerning the Contractor available to other NSW government departments or 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.

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 departments and agencies in considering whether to offer the Contractor future opportunities for NSW government work.

The Principal regards the provision of information about the Tenderer to any NSW government department or agency or local government authority as privileged under Section 22 of the Defamation Act 1974. 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.

1.5 GOODS AND SERVICES TAX

Definitions

In this clause the expressions “adjustment note”, “consideration”, “Goods and Services Tax”, “GST”, “input tax credit”, “supply”, “tax invoice”, “recipient”, “Recipient Created Tax Invoice” and “taxable supply” have the meanings given in the “A New Tax System (Goods and Services Tax) Act 1999” and the expression “net dollar margin” has the meaning given in the guidelines issued by the Australian Competition and Consumer Commission.

Reimbursable Expenses

If this agreement requires a party to pay for, reimburse or contribute to any expense, loss or outgoing (“reimbursable expense”) suffered or incurred by another party, the amount required to be paid, reimbursed or contributed by the first party must be the sum of:

- the amount of the reimbursable expense net of input tax credits (if any) to which the other party is entitled in respect of the reimbursable expense; and
- if the other party’s recovery from the first party is a taxable supply, any GST payable in respect of that supply.

Recipient Created Tax Invoices

The following paragraphs referring to Recipient Created Tax Invoices apply notwithstanding any other provision unless:

- the Contractor is not required to be registered for GST under the GST Act and is not registered for GST, and has so notified the Principal before entering into the Contract; or
- the Contractor and the Principal enter into a Voluntary Agreement for the withholding of Pay as You Go taxation

The Contractor will be registered for GST before it submits any claim for payment and will notify the Principal if it ceases to be registered for GST.

The Principal acknowledges that it is registered for GST and that it will notify the Contractor if it ceases to be registered or if it ceases to satisfy any requirements for the issue of Recipient Created Tax Invoices.

The Principal will be responsible for issuing Recipient Created Tax Invoices, and Adjustment Notes in respect of adjustment events known to the Principal.

The Contractor must notify the Principal of details of any adjustment event not otherwise known to the Principal.

Progress or payment certificates or schedules issued under the contract will be issued in the form of Recipient Created Tax Invoices on behalf of the Principal, and no document issued before the certificate will be an invoice creating a GST liability on the Contractor to pay GST in respect of that payment.

Pay as You Go

If the Contractor does not quote its ABN in its Tender or on its claims or invoices, or otherwise advise the Principal of its ABN relating to the service, the Principal will withhold tax from payments in accordance with the “A New Tax System (Pay As You Go) Act 1999”.

1.6 NOT USED**1.7 GUARANTEES****Generally**

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

1.8 NOT USED**1.9 NOT USED****1.10 APPLICATION OF “SCHEDULE OF RATES”**

Items 1 and 3 are payable by instalments. Such instalments shall be included in payments due to the Contractor whenever payment becomes due in respect of Item 2 of the Schedule of Rates and Lump Sum Items. Each instalment shall be the same proportion of Item 1 as the amount payable under Item 2 is of the total of Item 2. The total amount payable under Item 1 & 3 shall not exceed the amount stated in the SCHEDULE OF RATES AND LUMP SUM ITEMS

Item 2 Shall be paid at the rates tendered in Schedule of Rates and Lump Sum Prices. Item 2 is payable on the average of 2 volumes A0 & B) :-

- A) Volume of material removed from the dredge site as calculated from the difference between Pre and Post dredge Surveys (within the approved design envelope)
- B) Volume of material transported to the deposition sites at Turners and Whiting Beaches calculated by Pre and Post deposition Surveys

Item 2.3 shall be paid at the rates tendered in the Schedule of Rates and Lump Sum Items, if standown is ordered, in writing, by the Principal.

1.11 QUALITY ASSURANCE**Preparation**

For each of the activities listed in the INSPECTION AND TEST PLANS SCHEDULE below, prepare an Inspection and Test Plan (ITP) plus any necessary associated checklists, in accordance with the requirements of Department of Commerce Guidelines for Preparation of ITP'S (Document PWD-0607). Submit to the Principal's Representative at least 7 days prior to commencing work on that activity.

Show on ITPs the mandatory “Hold” and “Witness” points listed in the ITP Schedule as requiring attendance by the Principal's Representative. Show any mandatory “Hold” or “Witness” points for tests or inspections required by the Contract to be carried out by the Contractor. Show any mandatory “Hold” and “Witness” points that are required by Statutory Authorities. Also show “Hold” and “Witness” points that are considered necessary for the Contractor to verify work to be carried out by employees and subcontractors.

Include in the ITPs all work and materials required by the Contract to be inspected or tested, by whom and at what stage or frequency.

A “Hold” point (denoted by H on ITPs) is defined as a point beyond which work may NOT proceed without authorisation by the appropriate party (who may be the Principal's Representative, a Statutory Authority or the Contractor). Give notice to the appropriate party that the particular stage of the work will be reached.

A “Witness” point (denoted by W on ITPs) is defined as a point at which a particular activity, or state of completion or readiness, is to be observed by the appropriate party. Give notice to the appropriate party, but work may proceed past this point if that party fails to attend.

Required notice is 24 hours unless otherwise specified.

In addition to “Hold” and “Witness” points requiring the Contractor’s verification of work performed, show where work is to be self inspected by the person performing the work (denoted by X) and where surveillance (monitoring) will be provided by the Contractor (denoted by S).

Note that surveillance (monitoring) by the Principal’s Representative will apply to all work associated with the contract not otherwise covered by a “Hold” or “Witness” point. Prepare the ITPs to reflect this.

The required ITPs must include any checklists that are necessary to summarise a number of activities, attributes or standards that need to be verified at a particular inspection or test.

Verification

For each work activity requiring an ITP, divide the required work into “work areas” or “lots”. A “work area” or “lot” is a discrete section or quantity of the total work usually defined by location, which, for that activity, will be completed before moving on to another area.

A copy of the approved ITP (and associated checklists) for each activity is assigned to each work area to allow progressive verification of the inspections and tests carried out.

Checklists may be completed by those who perform or directly supervise the identified activity.

Nominate experienced personnel who are authorised by the Contractor to verify, by notation on the ITPs, that the quality of the work inspected or tested is as specified.

The Principal’s Representative will endorse mandatory “Hold” points, and may endorse “Witness” points when attended, at each work area. Such endorsement allows the Contractor to continue with following work but does not release the Contractor from the obligations to achieve the specified requirements of the Contract.

Records

Implement a system to control records to provide a complete verification history of the work under the Contract, including

- maintain records in safe storage until Completion or expiry of the Defects Liability Period, whichever is the later
- ensure records are secure against deterioration, damage and loss
- file and index records so that they are retrievable by all parties who may need to reference them.

Verification Records include but are not limited to:

- ITPs and checklists;
- Quality or test records obtained from manufacturers and suppliers
- Test results obtained from testing laboratories etc.
- Work as executed documents if required under the Contract.

Payment Claims

Prepare payment claims based only on work that has been verified and has associated records duly completed by the Contractor.

Failure to Comply

If the Contractor fails to comply with the requirements of this clause, the Principal may implement such inspections and tests that the Principal’s Representative determines and the cost incurred by the Principal shall be a debt due from the Contractor.

Inspection and Test Plans Schedule

Prepare and use Inspection and Test Plans for the following activities. Incorporate the listed Hold and Witness points which require attendance by the Principal's Representative.

Activity requiring inspection & test plan	Stage of work requiring inspection or test	H or W point (for attendance by Principal's Representative)
»Survey and Design of Dredge Site & Deposition areas incl. Restoration	»Completion of designs	»H

1.12 AUSTRALIAN AND NEW ZEALAND GOODS

Requirement

Do not supply or incorporate into the Works any items imported into Australia.

This provision does not apply to:

- items manufactured in New Zealand;
- items included in the SCHEDULE OF IMPORTED MATERIALS AND EQUIPMENT lodged with the tender and accepted by the Principal;
- a single item with an imported content valued at less than 2% of the Contract Sum or \$20,000, whichever is the lesser. If an item is one of a group of similar items, the group shall be considered as one single item.

1.13 SECURITY OF PAYMENT

General

In this clause "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.

The Contractor shall 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, including the provisions of this subclause.

Options as to Form of Security

Each subcontract which -

- requires the subcontractor to provide a cash security to its principal;
- allows the subcontractor's principal to deduct retention moneys from any payment made by it to the subcontractor; or
- provides for both of the above

shall 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. To the extent that the subcontractor provides an unconditional undertaking or undertakings, the subcontractor's principal shall not deduct retention moneys and shall forthwith release to the subcontractor any retention moneys or cash security then held.

Trust for Cash Security and Retention Moneys

Each subcontract shall include a provision having the effect that:

- 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;
- the moneys shall 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 shall maintain proper records to account for such moneys; and
- any interest earned by the trust account shall not be held in trust, and shall 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 should be holding in trust, the Contractor shall 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.

Payments

Each subcontract shall include:

- 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 TRUST FOR CASH SECURITY AND RETENTION MONEYS.
- an entitlement to progress payments within a period not exceeding,
 - in the case of the Contractor's subcontractors, 28 days;
 - 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.
- provisions equivalent to the next two paragraphs of this subclause.
 - Nothing in this subclause shall 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;
 - If any provision of the first paragraph of this subclause is inconsistent with any other provision in a subcontract, the provisions of the first paragraph shall prevail to the extent of the inconsistency.

Alternative Dispute Resolution

Each subcontract shall include provisions incorporating the dispute resolution procedures outlined in the Contract except that, in each case, it shall 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.

Documents to be Provided to Subcontractors

Each subcontract shall 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:

- the provision equivalent to this clause PRELIMINARIES - SECURITY OF PAYMENT; and
- the clauses relating to proof of payment of subcontractors, times for payment claims and payment and alternative dispute resolution.

Register of Subcontracts

Maintain a register of all subcontracts which have a value of \$25,000 or 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.

1.14 ADDITIONAL SECURITY AND OBLIGATIONS FOR TRUSTEES

If the Contractor is a trustee:

- before commencing any work on the site, the Contractor must give the Principal an unconditional undertaking as security for any amount previously agreed in writing by the parties. The unconditional undertaking must be in the form detailed in SCHEDULE 1- APPROVED FORM OF UNCONDITIONAL UNDERTAKING. All undertakings must be provided by a financial institution acceptable to the Principal.
- The security will be retained by the Principal against the due and proper performance of the Contract by the Contractor. Unless the Principal has made or intends to make a demand against the unconditional undertaking, the Principal will return the unconditional undertaking within 14 days after the date of Completion of the Works determined or agreed by the Principal.
- The Contractor must not prevent the Principal making any demand against the unconditional undertaking, or prevent the provider of an unconditional undertaking complying with the unconditional undertaking or any demand by the Principal, but the Contractor may seek damages if the Principal makes a demand in breach of the Contract.
- The Contractor 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 company.

1.15 NOT USED

1.16 NOT USED

1.17 AUDIT AND REVIEW

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

Promptly implement effective corrective action on matters disclosed by audit or review.

2 SITE AND WORKS

2.1 NOT USED

2.2 WORKING HOURS AND WORKING DAYS

Generally

Unless the Contract otherwise provides, the working hours on Site shall be up to 9 hours per day worked between 7 a.m. and 5 p.m., and the working days shall be Monday to Friday inclusive, but excluding public holidays and one day every 4 weeks, usually a Monday which is a rostered day off.

Approval

In approving a variation to the working hours or working days the Principal's Representative may attach conditions. Such conditions may include but are not limited to a prohibition of or restriction on the performance of work which

requires supervision and may also include a requirement that the Contractor meets the costs of supervision, by or on behalf of the Principal, of work during times approved by the Principal's Representative.

2.3 EXISTING SERVICES

Generally

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

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

Responsibility

Where an existing service obstructs the Works and requires diversion or relocation, the Contractor shall bear all resulting costs and delays.

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

Notification

Notify the Principal's Representative immediately upon the discovery of services obstructing the Works not shown in the Contract documents.

2.4 OCCUPATIONAL HEALTH, SAFETY AND REHABILITATION

Specification and Statutory Requirements

The Contractor's health and safety management must comply with the NSW Government "OHS&R Management Systems Guidelines", 3rd Edition, June 2000 ("OHS&R Management System Guidelines").

The Occupational Health, Safety and Rehabilitation (OHS&R) requirements of this Specification:

- may be in addition to, but are not in substitution for, any statutory requirements; and
- do not limit the powers of the Principal or the liabilities and responsibilities of the Contractor.

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 NSW Occupational Health and Safety (OHS) Regulations 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.

Principal Contractor

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 NSW OHS Regulation 2001.

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.

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 OHS 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 OHS Regulation 2001 or commit the Principal to any additional expense.

Site-specific Safety Management Plan

Document, implement and maintain a Site-specific Safety Management Plan, and ensure 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 OHS management plan. The plans must comply with the "OHS&R Management Systems Guidelines".

Site-specific Safety Management Plans must address the provisions outlined below for such Plans. The consultant OHS management plans must comply with the "OHS&R Management Systems Guidelines" management plan requirements for design and/or other applicable consultant services, and address the elements outlined in the next paragraph to suit the consultant services involved.

When the Contractor's Site-specific Safety Management Plan identifies and assesses the OHS hazards/risks associated with the work of a subcontractor/consultant, and provides complete and commonly applicable provisions for statements of responsibilities, design and other consultant services, OHS&R 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 Working Method Statements for the work activities assessed as having health and safety risks.

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.

Ensure that certification of the provision and compliance of other Site-specific Safety Management Plans, consultant OHS 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

Guidance on OHS management plans and Safe Work Method Statements, extracted from the "OHS&R Management Systems Guidelines" is contained in NSW Government publication: "How to prepare Site-specific Safety Management Plans and Safe Work Method Statements", which is available on request from the Principal or from the internet web site at:

<http://www.construction.nsw.gov.au/publications/strategic-area.shtml>

Such guidance is also available in the WorkCover "Subby Pack".

As part of the 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 eliminate or control all such risks to health and safety.

A Hazard Identification checklist has been prepared by the Principal and is attached at the end of this section for the contractor's information. Contractors should not rely solely on the hazards identified by the Department. Contractors must undertake their own assessment of the hazards and risk associated with the work. Contractors Safety Management Plans must identify the hazards associated with the works and describe the hazard control measures.

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. Do not rely on any omissions from this information or any mention of a hazard as evidence of the absence of any hazard.

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 power tool (including explosive tool) use; scaffolding, formwork and temporary supports; moving plant and work near traffic; unloading materials and equipment; excavations and trenching, particularly deeper than 1.5 metres; work at heights, particularly over 3 metres; confined spaces; hazardous substances, including handling asbestos; demolition work; use of explosives; gas installations; work near public places; and work involving drowning risks.

Design

Periodically review and revise designs prepared under the Contract to ensure that all reasonably foreseeable hazards and risks to health and safety, both in the execution of the design, and in the use, maintenance, repair, operation and demolition of the design product 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 the identification of hazards and controls, including any operational requirements.

Site Safety Rules

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:

- **Industry OHS Induction.** All persons working on the work site must complete, and display evidence of completing, Industry OHS Induction prior to commencing work on the work site,
- **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.
- **Safe Work Method Statements.** Safe Work Method Statements must be prepared and used for all work activities assessed as having health and safety risks.
- **Safety Helmets, Footwear and Vests.** Safety helmets, footwear and vests must be worn by all supervisors, employees, and visitors in building and construction areas at all times. The footwear must comply with AS 2210.
- **Alcohol and Drugs.** The consumption of alcohol, during working hours, and illegal drugs on the work site is prohibited.
- **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.
- **Accidents and Incidents.** Accidents and injuries must be reported immediately to the Contractor's and applicable subcontractor's site representative in charge
- **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 Register of Injuries, including; the person's name and the nature of the injury.
- **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 welding sets.
- **Housekeeping.** Work areas must be kept clean and tidy, with rubbish and other safety hazards, cleaned up promptly. All protruding nails shall be removed immediately from timber.
- **Electrical.** All temporary electrical work and electrical plant must comply with the "WorkCover Code of Practice for Electrical Practices for Construction Work (February 1992)" and AS 3000 Wiring Rules.
- **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 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.
- **Mobile Plant.** Every owner of plant must ensure that it is registered with WorkCover when required and operators are appropriately qualified. Mobile plant must be fitted with working hazard lights/reversing lights and beepers.
- **Hazardous Substances.** Chemicals and other hazardous substances must be used and stored in compliance with Material Safety Data Sheets (MSDS) and details must be recorded on the Register of Hazardous Substances.

- Working at Height. Working at heights above 2 metres must be in accordance with WorkCover requirements, including OHS Regulation 2001, clause 233, regarding formwork certification.
- 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.
- Toolbox Talks. There will be regular discussions between and consultation with those working on the work site on site health and safety matters.

Accident and Incident Management

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.

Serious Incident Reports

Immediately notify WorkCover and the Principal of any serious incident. Then formally notify WorkCover in accordance with the NSW OHS 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.

Prohibition and Improvement Notices (PIN's) and On-The-Spot Fines

Immediately notify the Principal of any PIN or on-the-spot fine issued by WorkCover 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.

Construction Work Site Checklist

Supply to the Principal at each regular site meeting a completed copy of a Construction Work Site Checklist covering all work involving health and safety risks, and reviewing the reasonable health and safety precautions taken. Copies of Checklists (Form PWF-0667) are available from the Principal for this purpose. Rectify all non-conformance indicated by the completed Checklists and prevent recurrences.

Failure to Comply

If at any time the Contractor has not carried out its obligations under this clause OCCUPATIONAL HEALTH, SAFETY AND REHABILITATION, 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.

2.5 HAZARDOUS SUBSTANCES

Definition

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

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

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

Response to Unexpected Discovery

If any hazardous substance not specified in work under the Contract 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.

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

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

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

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

Responsibility For Decontamination

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

- the Principal, in respect of any such substances not identified in the Contract Documents, which are discovered on the Site; and
- the Contractor, in respect of any such substances identified in the Contract Documents.

Decontamination By Principal

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

Decontamination By Contractor

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

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

2.6 ASBESTOS DECONTAMINATION – NOT USED

2.7 ENVIRONMENTAL MANAGEMENT SYSTEMS

Specification and Statutory Requirements

Contractors must comply with the NSW Government "Environmental Management Systems Guidelines" (EMS Guidelines)

The environmental management requirements contained in this Specification and the "EMS Guidelines":

- may be in addition to, but are not in substitution for, any statutory requirements; and
- do not limit the powers of the Principal's Representative or Principal or the liabilities and responsibilities of the Contractor.

Project Environmental Management Plan

Adopt and implement the Project Environmental Management Plan attached as PRELIMINARIES SCHEDULE - PROJECT ENVIRONMENTAL MANAGEMENT PLAN.

Complete all incomplete information in PRELIMINARIES SCHEDULE - PROJECT ENVIRONMENTAL MANAGEMENT PLAN and submit a completed copy no later than 7 days before construction work commences. Submit revisions to the Plan.

Failure to comply

If at any time the Contractor has not carried out its obligations under this Clause, then notwithstanding any other provisions of the Contract, no payment is due to the Contractor until the 7th day after the required action has been carried out.

2.8 ECOLOGICALLY SUSTAINABLE DEVELOPMENT

Restricted Timbers

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

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

2.9 WASTE MANAGEMENT

Requirement

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 where practical.

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

Monitoring

Monitor 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 a progress report every two months, and a summary report before Completion, on the implementation of waste management measures, including the total quantity of material - purchased, quantity purchased with recycled content and the total quantity of waste - generated, total quantity recycled, total quantity disposed of and the method and location of disposal in the form of 'WRAPP and Waste Disposal Report PWF-2201' available on

<http://www.dpws.nsw.gov.au/sps/doc/pwf2201.doc>

Report immediately 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.

2.10 PEST CONTROL

Restrictions

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.

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.

Pest preventive methods must comply with AS 3660.1-2000 Protection of Buildings From Subterranean Termites except for references to chemical soil barriers), as well as supplementary standards for existing buildings.

2.11 WORK METHOD

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.

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 tender, the Contractor made known to the Principal the Contractor's proposed work method and the Principal accepted or approved it.

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:

- not entitle the Contractor to make a claim on the Principal;
- not be grounds for an extension of time for Completion;
- not cause the Contract to be frustrated.

2.12 STANDARDS

Where the Contract requires compliance with a standard or Code, unless otherwise specified that Standard or Code shall be the one current at the closing date for tenders, except for the Building Code of Australia, which shall be the one current at the Date of Completion.

2.13 CLEANING UP

Requirement

All visible external and internal surfaces, including fittings, fixtures and equipment, must be free of marks, dirt, dust, vermin and unwanted materials, at Completion.

2.14 NOT USED

2.15 SCHEDULE TO PRELIMINARIES - ENVIRONMENTAL MANAGEMENT PLAN

ISSUE	OBJECTIVE	HOW THE OBJECTIVE WILL BE ACHIEVED. ACTIONS REQUIRED TO ACHIEVE THE OBJECTIVE	WHEN THE ACTIONS WILL BE TAKEN	WHO WILL ENSURE THAT THE OBJECTIVE IS ACHIEVED	ACTION ACTUALLY TAKEN TO ACHIEVE THE OBJECTIVE	OTHER RECORDS AND WHERE THEY ARE KEPT
General						
Vehicles and plant	Exhaust emissions are minimised	No vehicles or plant producing excessive exhaust emissions will be used				
Emergencies - Incident reporting.	All environmental incidents are reported to the Principal's Representative. immediately	All environmental incidents will be reported to the Principal's Representative immediately				
Emergencies - Spills	Spills are contained, damage to the eco-system minimised and rectification organised	Emergency procedures to handle spills including oil and chemicals will be established before delivery begins				
Other environmental emergencies	Damage to the eco-system from environmental emergencies is minimised	Emergency procedures to handle other foreseeable environmental emergencies will be established				
Compliance Audit	Compliance with environmental requirements and, if breaches are detected, rectification of defects	The Contractor will: <ul style="list-style-type: none"> • Cooperate with periodic environmental audits; and • Rectify any environmental breaches identified within the time frame specified in the audit 				
Noise	Minimal detrimental impact	Adherence to EPA, Council and other noise limits will be mandatory Equipment will be kept in good repair and condition The Contractor will contact, co-operate and coordinate with neighbouring facility operators				

APPENDIX I

ISSUE	OBJECTIVE	HOW THE OBJECTIVE WILL BE ACHIEVED. ACTIONS REQUIRED TO ACHIEVE THE OBJECTIVE	WHEN THE ACTIONS WILL BE TAKEN	WHO WILL ENSURE THAT THE OBJECTIVE IS ACHIEVED	ACTION ACTUALLY TAKEN TO ACHIEVE THE OBJECTIVE	OTHER RECORDS AND WHERE THEY ARE KEPT
Waste - Quantity of materials	Minimal quantity of waste materials generated as a consequence of the Contract	Development and implementation of a strategy to reduce the quantity of waste generated as a consequence of the Contract				
Waste Disposal	<p>Appropriate and lawful disposal of waste associated with the Contract including:</p> <ul style="list-style-type: none"> • Packaging materials; • Replaced or redundant parts or materials; • Chemicals; • Oils and grease from machinery; • Paints and solvents including the cleaning of equipment, tools and brushes; • Cleaning materials and rags; • Trade Waste; • Materials unsuitable for re-use; and • Other waste 	<p>Identify lawful places for disposal of all types of waste generated as a consequence of the Contract.</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>Record, for all waste, the 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.</p> <p>Submit to the Principal's Representative reports, including the record of waste disposal and method and location of disposal; and immediate reports of the details of any waste from the site which has been conveyed or deposited at any place that cannot lawfully be used as a waste facility for that waste.</p>				

APPENDIX 1

ISSUE	OBJECTIVE	HOW THE OBJECTIVE WILL BE ACHIEVED. ACTIONS REQUIRED TO ACHIEVE THE OBJECTIVE	WHEN THE ACTIONS WILL BE TAKEN	WHO WILL ENSURE THAT THE OBJECTIVE IS ACHIEVED	ACTION ACTUALLY TAKEN TO ACHIEVE THE OBJECTIVE	OTHER RECORDS AND WHERE THEY ARE KEPT
Records	Sufficient records to demonstrate appropriate environmental management Notifications and Fines from the EPA and the resulting Corrective Action	This Environmental Management Plan and modifications to suit this Contract will be submitted to the Principal's Representative The Environmental Management Plans will be updated as required Appropriate progress and other reports will be submitted to the Principal's Representative The Principal's Representative will be notified of all EPA action and Fines from the EPA and the resulting Corrective Action All records will be securely filed using an effective document retrieval system				
Delivery						
Vehicle access	Damage to the ecosystems on Site is minimised	All vehicles and plant will access the site along designated routes				
Parking of vehicles and plant.	Damage to the ecosystems on Site is minimised	All vehicles and plant will park in designated areas				
Movements of Pedestrians, materials and equipment	Damage to the ecosystems on Site is minimised	All pedestrian materials and equipment movement from and to vehicles will be along approved access routes				
Wash down of vehicles and plant.	Stormwater is not polluted by residues from wash down	Vehicles and plant will be washed down only in areas approved by the Principal's Representative for this purpose				

APPENDIX 1

ISSUE	OBJECTIVE	HOW THE OBJECTIVE WILL BE ACHIEVED. ACTIONS REQUIRED TO ACHIEVE THE OBJECTIVE	WHEN THE ACTIONS WILL BE TAKEN	WHO WILL ENSURE THAT THE OBJECTIVE IS ACHIEVED	ACTION ACTUALLY TAKEN TO ACHIEVE THE OBJECTIVE	OTHER RECORDS AND WHERE THEY ARE KEPT
Removal and Making Good						
Reinstatement	Re-instatement of damaged eco-systems to their previous condition	Relevant areas of Site will be cleaned and re-instated				

SITE PLAN



END OF SECTION - PRELIMINARIES

GENERIC HAZARDS ASSOCIATED WITH THE WORK

The purpose of this list is to assist the Contractor with the identification of hazards associated with the works. This document is not intended to be a comprehensive or exhaustive list of all the hazards.

Project Name: Clarence River Leads Channel Dredging	Contract No. Lands_CL_2007_003
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The hazards identified reflect a subjective assessment based upon the Project Managers knowledge of the works

HAZARD	Y	N	HAZARD	Y	N
ACCESS & EGRESS			HOT WORK	<input type="checkbox"/>	<input checked="" type="checkbox"/>
ASBESTOS	<input type="checkbox"/>	<input checked="" type="checkbox"/>	HYDRAULIC PRESSURE	<input checked="" type="checkbox"/>	<input type="checkbox"/>
BIOLOGICAL	<input type="checkbox"/>	<input checked="" type="checkbox"/>	MANUAL HANDLING	<input checked="" type="checkbox"/>	<input type="checkbox"/>
CONFINED SPACE	<input type="checkbox"/>	<input checked="" type="checkbox"/>	MOVING MACHINERY AND PLANT	<input checked="" type="checkbox"/>	<input type="checkbox"/>
DANGEROUS GOODS	<input type="checkbox"/>	<input checked="" type="checkbox"/>	MULTI LEVEL CONSTRUCTION	<input type="checkbox"/>	<input checked="" type="checkbox"/>
DEMOLITION ACTIVITY	<input type="checkbox"/>	<input checked="" type="checkbox"/>	MULTIPLE SUBCONTRACTORS	<input type="checkbox"/>	<input checked="" type="checkbox"/>
DUST	<input checked="" type="checkbox"/>	<input type="checkbox"/>	NOISE & VIBRATION	<input checked="" type="checkbox"/>	<input type="checkbox"/>
ELECTRICITY	<input type="checkbox"/>	<input checked="" type="checkbox"/>	OCCUPIED SITE	<input type="checkbox"/>	<input checked="" type="checkbox"/>
ENVIRONMENT:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	OVERHEAD HAZARDS	<input type="checkbox"/>	<input checked="" type="checkbox"/>
HOT	<input type="checkbox"/>	<input type="checkbox"/>	PORTABLE TOOLS	<input type="checkbox"/>	<input checked="" type="checkbox"/>
COLD	<input type="checkbox"/>	<input type="checkbox"/>	PUBLIC	<input checked="" type="checkbox"/>	<input type="checkbox"/>
WET	<input checked="" type="checkbox"/>	<input type="checkbox"/>	RADIATION (INCL SOLAR)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
DARK	<input type="checkbox"/>	<input type="checkbox"/>	REMOTE LOCATION	<input checked="" type="checkbox"/>	<input type="checkbox"/>
NIGHT	<input type="checkbox"/>	<input type="checkbox"/>	TOXIC MATERIALS	<input type="checkbox"/>	<input checked="" type="checkbox"/>
EXCAVATION	<input checked="" type="checkbox"/>	<input type="checkbox"/>	TRAFFIC & VEHICLES	<input checked="" type="checkbox"/>	<input type="checkbox"/>
FIRE & EXPLOSION	<input type="checkbox"/>	<input checked="" type="checkbox"/>	TRAPPED HEAT	<input type="checkbox"/>	<input checked="" type="checkbox"/>
FORMWORK	<input type="checkbox"/>	<input checked="" type="checkbox"/>	UNDERGROUND ACTIVITY	<input type="checkbox"/>	<input checked="" type="checkbox"/>
GAS, FUMES & FOUL AIR	<input checked="" type="checkbox"/>	<input type="checkbox"/>	UNDERGROUND SERVICES	<input type="checkbox"/>	<input checked="" type="checkbox"/>
HAZARDOUS EQUIPMENT	<input checked="" type="checkbox"/>	<input type="checkbox"/>	WASTE DISPOSAL/MGMT	<input checked="" type="checkbox"/>	<input type="checkbox"/>
HAZARDOUS SUBSTANCES/CHEMICALS	<input checked="" type="checkbox"/>	<input type="checkbox"/>	WORKING AT HEIGHT INCL. SCAFFOLD	<input type="checkbox"/>	<input checked="" type="checkbox"/>
HOT METAL	<input type="checkbox"/>	<input checked="" type="checkbox"/>	WORKING OVER, NEAR, ON, IN OR UNDER WATER	<input checked="" type="checkbox"/>	<input type="checkbox"/>
HOT SURFACES	<input type="checkbox"/>	<input checked="" type="checkbox"/>	OTHER : OIL SPILLS	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Contractors should not rely solely on the hazards identified by the Department. Contractors must undertake their own assessment of the hazards and risk associated with the work. Contractors Safety Management Plans must identify the hazards associated with the works and describe the hazard control measures.

SECTION 3 - TECHNICAL SPECIFICATION

Clarence River Leads Maintenance Dredging 2007.

1. GENERAL

.1.1. INTRODUCTION



The Port of Yamba is Australia's eastern most seaport handling a range of imports, exports, and serving the whole of the Northern Rivers District of NSW. The Clarence River contains the homeports for NSW second largest fishing fleet berthed within Yamba Boat Harbour. It is a popular recreational boating area.

The Clarence River Entrance is trained by northern and southern training walls. The southern training wall extends approximately 400 metres seaward of the foreshore and the northern training wall some 1,200 metres.

A training wall, known as "the middle tide wall", trains the southern reach of the river. It is approximately 2km in length commencing at Freeburn Island and terminating 650 metres to the west of the southern entrance-training wall.

The main approach channel to the Yamba boat harbour lies on the southern side of the Middle Tide Wall.

.1.2. LOCATION OF THE WORKS

The dredge site in the Yamba Channel runs North East /South West parallel with the Hickey Island Lead. It is estimated that the dredge volume is approximately 11,300m³. The area to be dredged, design details and deposition areas are shown at the end of the Technical Specification on the following plans:-

Plan	Description
1	Design of dredge area (read in conjunction with plans 5 and 6)
2	Entrance and Dredge area Bathymetry showing proposed dredge area
3	Contour survey of Turners Beach deposition site
4	Layout
5	Colour coded Bathymetry of Dredge area
6	Isopachs of dredge design over bathymetry

.1.3. LOCATION AND DESIGN PARAMETERS OF DREDGE AREA:

Design Parameters summary

Channel bottom width =	36 metres
Side Batter =	One in Six (1:6)
Depth =	-3.5 metres (below Iluka Port Datum)

Mapping Grid of Australia (MGA) Coordinates of the dredge area bottom corners are as follows (refer Plans 5, 6):

point a = 534764	east	6744446	north
point b = 534950	east	6744550	north
point c = 534900.4	east	6744563.5	north
point d = 534715.6	east	6744460.2	north

Depending on the rates tendered by the successful tenderer and the available funding, additional dredging may be undertaken to increase the amount of material dredged by alteration to the dimensions of the design to a maximum of 12,000 m³. Any variations to the approved dredge quantity of 11,300 m³ will be given in writing.

Tenderers are to note the proposed deposition sites are:-

.1.3.1. Turners Beach Site - The pan depression area located behind and adjacent to the Clarence River Southern Breakwater

.1.3.2. Whiting Beach Site - enrichment along Whiting beach commencing at the breakwater and proceeding along the beach in a North Westerly direction

Turners Beach site will be the major deposition area. The quantity deposited Whiting Beach will be determined by agreement on site and be confirmed by an independent contract surveyor working as part of this contract.

Tenderers should be careful to offer plant that will operate in the site's wave conditions.

.1.4. EXTENT OF WORK

The Work required under this contract comprises the provision of all labour, plant, equipment and materials required to excavate, by dredging, sediment from part of the flood tide shoal, which has formed at the eastern end of the middle tide wall.

The dredge will not be permitted to remove sediment within 20 metres of the middle tide wall.

The major items of work are as follows:

.1.4.1. The volume of sediment to be re-located from the borrow area is **approximately 11,300 m³**.

.1.4.2. Dredging of sediment from nominated extraction area in accordance with the design shown on the above drawings.

NOTE: Because of the mobility of the sands in the dredge borrow area, Plans 1-6 are diagrammatic only and the dredge co-ordinates a,b,c,d shown in Cl 1.3 (above) shall be confirmed, on site, immediately prior to the commencement of the dredging campaign.

- .1.4.3. Side batters shall be no steeper than 1 (vertical) to 6 (horizontal) as measured from the intersection of the toe of the batter and the finished bed level.
- .1.4.4. Transport of sediment removed from within the dredge borrow areas to the nominated deposition areas.
- .1.4.5. Final dredge quantity will be dependent on the rates and lump sum amounts tendered. Additional dredging may be undertaken by variation (in writing prior to commencement of work) of the site dimensions indicated on Plans 1-6. The rate for the additional dredging, if undertaken, will be paid as tendered in the schedule of prices for variations
- .1.4.6. No payment will be made for material removed outside the approved dredge design envelope.
- .1.4.7. Payment will be made based on the formula stated at on the difference between the pre and post dredge and deposition surveys, within the design envelopes conforming with the schedule of rates at Item 2. Item 2 is payable on the average of 2 volumes A & B) : -
 - A) Volume of material removed from the dredge site as calculated from the difference between Pre and Post dredge Surveys (within the approved design envelope)
 - B) Volume of material transported to the deposition sites at Turners and Whiting Beaches calculated by Pre and Post deposition Surveys
- .1.4.8. It will be part of this contract that the necessary hydrographic survey and the deposition sites surveys will be paid for by the contractor.

.1.5. DREDGE QUANTITY VARIATION

The dredge quantity variation applicable to this contract is - 5% to + 5%, with a maximum of 12,000 m³ unless approved otherwise, in writing, prior to commencement of work.

See also CI 4 Tolerances.

.1.6. DRAWINGS

DRAWINGS SUPPLIED BY THE PRINCIPAL

- .1.6.1. See Plans 1-6 attached to the end of the Technical Specification

The Drawings form part of the contract. It is the contractor's discretion as to whether the above plans should be relied on for the design or calculation of the payment quantities.

.1.7. DEPOSITION AREAS

The proposed deposition sites are:-

- .1.7.1. The pan depression area located behind and adjacent to the Clarence River Southern Breakwater (refer Plans 3 and 4)
- .1.7.2. Beach enrichment along Whiting beach commencing at the breakwater and proceeding along the beach in a North Westerly direction

It is the contractor's discretion as to whether the above plans should be relied on for the design or calculation of the payment quantities.

The Operational Plan provided by the contractor shall detail the proposed Method to be used in the deposition areas and will show the filling sequence, ponding areas and return water system and the detailed method of long term stabilisation proposed. The Contractor is responsible for obtaining the necessary approvals from the relevant government departments. Soil Services will supervise the contractor for the work relating to the deposition sites. A separate Site Stabilisation plan shall be submitted when requested by Lands but prior to the commencement of any site work, other than survey.

.2. SETTING OUT THE WORK AND SURVEY

.2.1. SURVEY DETAILS

- .2.1.1. Survey coordinates and map references are expressed in the Mapping Grid of Australia.
- .2.1.2. Hydrographical measurements are to Iluka Port Datum (IPD).
- .2.1.3. The contractor shall provide a survey of the dredge borrow area on the completion of

the work detailing the dredge area co-ordinates and dredge depths obtained in relation to IPD. However, the contractor may decide to break the work into agreed sections. The timing, frequency and extent of the survey of each section shall be determined by the dredging contractor. Payment will be made on the basis of the surveys provided by the contractor's surveyor.

- .2.1.4. The survey is to be carried out by an independent qualified practicing surveyor experienced in the type of work. The surveyor used by the contractor shall be stated in the Schedule of Technical Data (if known) or agreed to by the Principal's Representative prior to commencement of work.
- .2.1.5. The surveyor shall verify that dredging has been completed in accordance with the design profile and has obtained the specified batter slope. Over dredging will be at the Contractor's expense.
- .2.1.6. The Contractor or his surveyors vessel(s) shall be equipped with suitable systems that can provide accurate records of dredging activities. The Contractor or his surveyor would need to provide documentation to substantiate the accuracy of his systems including certification for the conditions at this site. The Contractor would also need to provide evidence that staff operating the equipment are suitably trained and experienced in the use of these systems.
- .2.1.7. Sufficient information is supplied in Clause .1.3. above and Plans 5,6 to enable the Contractor to define the boundaries of the dredging area for tendering purposes.
- .2.1.8. It will be the Contractor's responsibility to erect and maintain any visual or other marks required to accurately control the dredging, nourishment operations and comply with the requirements of the NSW Maritime.
- .2.1.9. The Contractor shall provide all plant, labour, materials and other assistance that the Principal's Representative's may require at any time to carry out inspections of the work.
- .2.1.10. The Contractor shall provide all that is necessary to satisfactorily monitor progress.

.3. TIDE DATA

- .3.1. Tide Gauge. A manual tide gauge is located approximately 200 metres from the seaward end of the Middle Wall. The gauge is calibrated to Iluka Port Datum (IPD).
- .3.2. Department of Commerce currently operate a network of electronic tide recorders along the NSW coast.
- .3.3. The electronic tide recorder closest to the dredge site is located between the eastern end of the Middle Wall and the southern entrance-training wall. The tide recordings are telemetered directly to the mainframe computer at Manly Hydraulics Laboratory. The tide data is available to the Contractor by telephoning the Manly Hydraulics Laboratory on (02) 9949-0200 or via the internet on <http://www.mhl.nsw.gov.au>.

.4. TOLERANCES

The tolerances for the dredging of the borrow area shall be as follows:

- .4.1. Upper vertical tolerance limit = 0.0 m unless unable to achieve nominated depth due to obstructions.
- .4.2. Distance from Training Walls Training Walls. - No dredging activity is to be carried out within 20 metres of the training walls.

.5. SERVICES

- .5.1. The Contractor shall be responsible for providing all services required, both onshore and afloat including power, water, fuel, access, telephone and radio communications.
- .5.2. Prior to the commencement of any work, the Contractor shall make enquires and satisfy himself as to the location and/or depth of any services in the vicinity of the site.
- .5.3. All work shall proceed with caution to avoid damaging existing roads, foreshore areas and services. Any damage to existing roads, foreshore areas or services, resulting from contract activities, shall be made good by the Contractor at his own expense.

- .5.4. Restoration of services etc. shall be to the requirements of the relevant authority and the Contractor shall relieve the Principal of all claims in respect of any loss, damage or injury arising from damage or interruption to roads, foreshore areas and services.
- .5.5. The Contractor shall be responsible for any temporary mooring arrangements during the course of the works.

.6. CONSTRUCTION PROGRAM

- .6.1. The work shall commence within two weeks of the issue of the Letter of Acceptance or such other period agreed in writing by Lands.
- .6.2. The Contractor will provide a Construction Program which will take into account the following:
- The Site is available for commencement of all components of the work from the date of the Letter of Acceptance.
 - The Contractor will provide the post dredge hydrographic information within one week of the completion of the dredging.
 - The works are not completed until the hydrographic information verifies that design profiles have been achieved, the deposition site/s is stabilised and site disestablishment is completed.
 - Disestablishment shall be carried out within two weeks following notification from Principal's Representative that dredging works are completed.

.7. ENVIRONMENTAL PROTECTION

.7.1. CONTROL OF NOISE

- .7.1.1. The Contractor shall ensure that noise arising from the operation are kept within limits acceptable to Maclean Shire Council and all Statutory Authorities, and do not cause a nuisance to the Public or other industries established in the vicinity.
- .7.1.2. Notwithstanding the generality of any of the preceding requirements of this specification, the Contractor shall comply with the following noise control guidelines at the site.
- The Contractor shall be required to use a dredge which is silenced to meet the requirements of the Department of Environment & Conservation i.e. L 10 (the noise level which is exceeded 10% of the time) level is not to exceed 20 dB above background noise as measured at the closest residence.
 - The Principal reserves the right to stop the operation of any item of plant emitting excessive noise levels.
 - Compliance of the noise levels of the machinery is essential, and the noise level emission for all plant shall be submitted as part of the performance criteria within the Tender Schedules.

.7.2. TIDINESS

- .7.3. The Contractor shall keep and maintain all shore facilities and storage areas in a neat and tidy condition at all times.
- .7.4. The Contractor shall reinstate to its pre-existing condition any areas of the foreshore damaged due to the works under this Contract.
- .7.5. Such reinstatement shall take place as soon as possible after completion of the work in an area and before completion of the Contract.

.7.6. REVIEW OF ENVIRONMENTAL FACTORS

- .7.6.1. A **Review of Environmental Factors (REF)** has been completed for this work and forms part of this contract documentation. The REF will be provided with this contract and must be adhered to for all requirements not listed here in the contract documents.
- .7.6.2. Lands has determined the REF after consulting with other government departments to

determine necessary environmental approvals. However the contractor shall ensure the safeguards and measures recommended in the REF are adhered to, complying with all relevant legislation.

.7.7. PREVENTION OF OBSTRUCTION AND POLLUTION AVOIDANCE

- .7.7.1. The Contractor shall at all times ensure that the site and approaches thereto are not obstructed or made congested and that no nuisance is created due to the dredging and material deposition. The contractor will comply with the requirements of the local council and relevant State Government Instrumentalities as given during the course of the work..
- .7.7.2. The Contractor shall ensure that there is no spillage of oil or other substances and take effective measures to prevent such spillage.
- .7.7.3. The Contractor shall have an oil spill contingency plan in place to comply with the requirements of the Department of Environment & Conservation as part of the Environmental Management Plan.
- .7.7.4. For the protection of persons and property the Contractor shall provide and maintain all equipment such as fencing, guard hoardings, warning signs, lighting and any other equipment and materials required by law for the safety and convenience of persons or vessels in the vicinity of the works.
- .7.7.5. All such equipment and materials shall be removed when no longer required.
- .7.7.6. All disruptions to beach users must be minimised.
- .7.7.7. The Contractor, prior to the commencement of dredging, shall provide an Emergency Management Plan to address the possibility of accidents, (i.e. sinking of the dredge, fire, salvage contacts, site safety plans etc.)
- .7.7.8. The Contractor is to maintain stringent pollution controls throughout dredging operations to minimise the dispersion of fines and sediments.

.7.8. OIL SPILLAGE

- .7.8.1. It is a requirement of NSW Maritime Services Authority and the Dept of Environment & Climate Change that the operator of dredging equipment must have oil spill response equipment on site in sufficient quantity to cope with the dredge's fuel load.
- .7.8.2. All tenderers shall contact the NSW Maritime Services Authority to discuss the requirement, telephone (02) 9364 2111.

.8. PLANT AND EQUIPMENT

.8.1. GENERAL

- .8.1.1. The Contractor's floating plant and vessels shall hold all necessary Certificates to carry out the works. All personnel shall be appropriately licensed/qualified for their designated duties.
- .8.1.2. All floating plant, which the Contractor uses on the works, shall comply with the directions and provisions of all acts and regulations of the Waterways Authority.
- .8.1.3. Notwithstanding, the information provided in the tender schedules the Contractor is responsible for ensuring that the plant and equipment used or to be used is suitable for the performance and successful completion of the works and within the contract completion time.
- .8.1.4. If required, the Contractor shall pay all fees and obtain all relevant licences required by the Relevant State Government Departments. Works shall not commence without any necessary licences.
- .8.1.5. The Contractor is to obtain all necessary permits and approvals and adhere to all relevant regulations as administered by the WorkCover NSW.
- .8.1.6. The Contractor shall arrange all equipment required for the safe execution of the works. The Contractor shall ensure the safety of the general public in the vicinity of the dredging and deposition areas.

.9. NAVIGATION REQUIREMENTS

- .9.1. The Contractor shall observe the regulations of the Waterways Authority, which apply to navigation in connection with floating plant and any other requirements of the NSW Maritime Services.
- .9.2. The Contractor shall make all necessary arrangements with the Waterways Authority for temporary removal and replacement of any authorised or license buoys, navigation markers or piles that may obstruct the dredging operations. The removal and reinstatement of all authorities or licensed buoys navigation markers or piles will be carried out at full cost to the Contractor.
- .9.3. The dredge and other plant, including all stakes, buoys and pipelines used by the Contractor, shall display the correct navigation signals and shall be clearly marked and lit during daytime operations and at night to the satisfaction of the Waterways Authority.
- .9.4. The Contractor shall be deemed to have allowed in his tendered rates for any time lost or inconvenience caused to him through the movement of vessels using the waterway and shall have no claim whatsoever against the Principal for any matters which may arise as a result of vessels using this area.
- .9.5. Dredging is to be organised to allow the normal passage of vessels at regular intervals. Management of the dredging of the approach channels will need to consider the entry and departure of the fishing fleet and recreational fishers, typically early morning and evening. The Contractor shall coordinate his operations with the Clarence River Fishermen's Cooperative and the Yamba Marina to satisfy the commercial requirements of the ports.
- .9.6. Navigation signals, lights etc are to be provided and maintained on floating plant, submerged pipelines, anchors, etc to the satisfaction of the Waterways Authority.
- .9.7. The Contractor shall notify the Waterways Authority and the Yamba Harbour Master / Pilot of the proposed dredging program and methods prior to the establishment of dredging plant on site. The Yamba Harbour Master / Pilot may be contacted on (02) 6646-2002 or facsimile (02) 46-1596.

.10. DISCOVERY OF HERITAGE ITEMS

- .10.1. There are no known shipwreck sites identified within the defined extraction area.
- .10.2. Should items that are identified as a relic, including shipwrecks or other Heritage items as defined in the Heritage Act 1977 or the Historic Shipwrecks Act 1976 and are identified on the register of the National Estate, under the NSW Heritage Act or an Environmental Planning Instrument, be recovered during the dredging campaign the Contractor shall cease work or adjust the dredging location and advise the Principals Representative and the NSW Heritage Council without further disturbing the site.
- .10.3. All wrecks and submerged deposits which are 75 years old or more are automatically protected under the Acts.

.11. DIVING

Should any diving work be carried out during the Contract, this shall be in accordance with the requirements of the Occupational Health and Safety Act, 2000 and Regulation 2001 with particular reference to recent amendments concerning diving work where AS 2299-1979 (or as amended) must be complied with.

.12. DREDGING WORKS

.12.1. GENERAL

- .12.1.1. Dredging shall be undertaken in accordance with the provisions of SEPP 35 Maintenance Dredging, the Review of Environmental Factors, Contract Documentation and as directed.
- .12.1.2. At the end of each week following the commencement of dredging, all daily or shift log sheets shall be supplied by the Contractor to the Principal's Representative. The log sheets shall cover all Works carried out during that week and include, but not necessarily be limited to, details of dredge progress, times for setting anchors, details of breakdowns, and other

interruptions which might affect the time for completion. The daily or shift log shall also contain a record of the quality of material dredged.

- .12.1.3. The daily or shift log sheets shall be signed at the end of each week by both the Contractors' Dredge Master and the Principal's Representative. The signature of the Principal's Representative's on the log sheet is for the purpose of indicating that he has sighted it only. It is not for the purpose of confirming the accuracy or otherwise of any information contained therein.

.12.2. MATERIAL TO BE DREDGED

- .12.2.1. Generally, the Contractor shall be required to remove fine marine sands in an even distribution from the dredge (borrow) area.
- .12.2.2. The Contractor shall monitor the suction line during dredging to ensure that only clean marine sands are being extracted. If clays or non-sand materials are being extracted the Dredge Captain shall adjust the suction head depth to ensure clays or non-sand materials are not extracted from the bed.
- .12.2.3. Should materials other than marine sands be encountered during the dredging operations consideration will be given to amending the design depths. The Principal's Representative shall be notified immediately any rock is encountered. Dredging of rock or clay will not be a requirement of the contract.

.12.3. DESIGN PROFILES

- .12.3.1. Dredging shall be carried out to the dimensions, tolerances, batter slopes and depths as specified and detailed on the drawings. The Principal's Representative may vary the locations, depths and widths of dredging in these areas including batter slopes from those shown on the Drawings. Should the Principal's Representative give such a direction, this shall not prejudice the Contractors rights under clause 9 of the General Conditions of Contract.
- .12.3.2. Dredging will be considered to be complete when the channel bed has been dredged to the design profiles.

.12.4. METHOD OF DREDGING

- .12.4.1. The Contractor shall submit a Work Method Statement when requested by the Principal. The dredging shall be carried out, strictly in accordance with the Contractor's Method Statement. The Contractor shall advise the Principal's Representative immediately of any proposed adjustments to the Work Method Statement during the course of the Contract.
- .12.4.2. Notwithstanding the information provided in the tender schedules the Contractor is responsible for ensuring that the Work Method is suitable for the performance and successful completion of the works and within the contract completion time.
- .12.4.3. In the proposed method of dredging, the Contractor should make allowance for:
- the possible variation in the material to be dredged;
 - the presence of any obstructions;
 - the need to accommodate commercial, fishing and recreational vessels which are restricted in their ability to manoeuvre in navigating the channel;
 - The need to pump dredged material to the designated disposal sites.

.13. PAYMENT

- .13.1. Payment shall be in accordance with the tendered rates for material dredged from within the approved profile after allowance has been made for the accuracies stated. The quantities shall be calculated by the Surveyor engaged by the contractor. See clause 1.4.7.

- .13.2. The Contractor shall provide one week's written notice of the proposed date for completion.

.14. RECOVERY OF PLANT

- .14.1. If any of the Contractor's floating plant or objects sink from any cause whatsoever in the area of the works, the sunken objects shall have a marker buoy and light attached by the Contractor at his own expense. The Contractor shall cease dredging work and immediately remove any such objects.
- .14.2. Should the Contractor fail to remove any sunken objects, the Principal's Representative shall have the authority to remove it, the cost of which shall be recoverable from the Contractor.

.15. DOWNTIME

.15.1. AUTHORISED DOWNTIME

- .15.1.1. The Principal's Representative may instruct the Contractor to suspend dredging and to clear the dredge and pipeline from the work area for reasons not of the Contractor's causing. The Contractor may be compensated for down time resulting from this instruction. The compensation shall be calculated on the tendered hourly rate basis for time lost between the defined Working Hours in Working Days.
- .15.1.2. Any extension to the time for completion shall be determined at the end of the Contract and shall include only the authorised downtime incurred on the critical paths shown in the Construction Schedule.

.15.2. DOWNTIME DUE TO WEATHER CONDITIONS, TIDES AND CURRENTS

- .15.2.1. No payment for downtime due to weather, tides and currents will be made under this Contract. The Contractor shall be deemed to have visited the site during the Tender Period to familiarise itself fully with the site and the likely conditions that will be encountered during the contract period.
- .15.2.2. The Contractor shall be deemed to have made full allowance for delays due to weather, tides and currents in the tendered price. Should weather conditions be such that it prevents the contractor from working, the Contractor may submit claims for extensions of time but the Principal shall not be liable for payment to the contractor for adverse weather conditions.

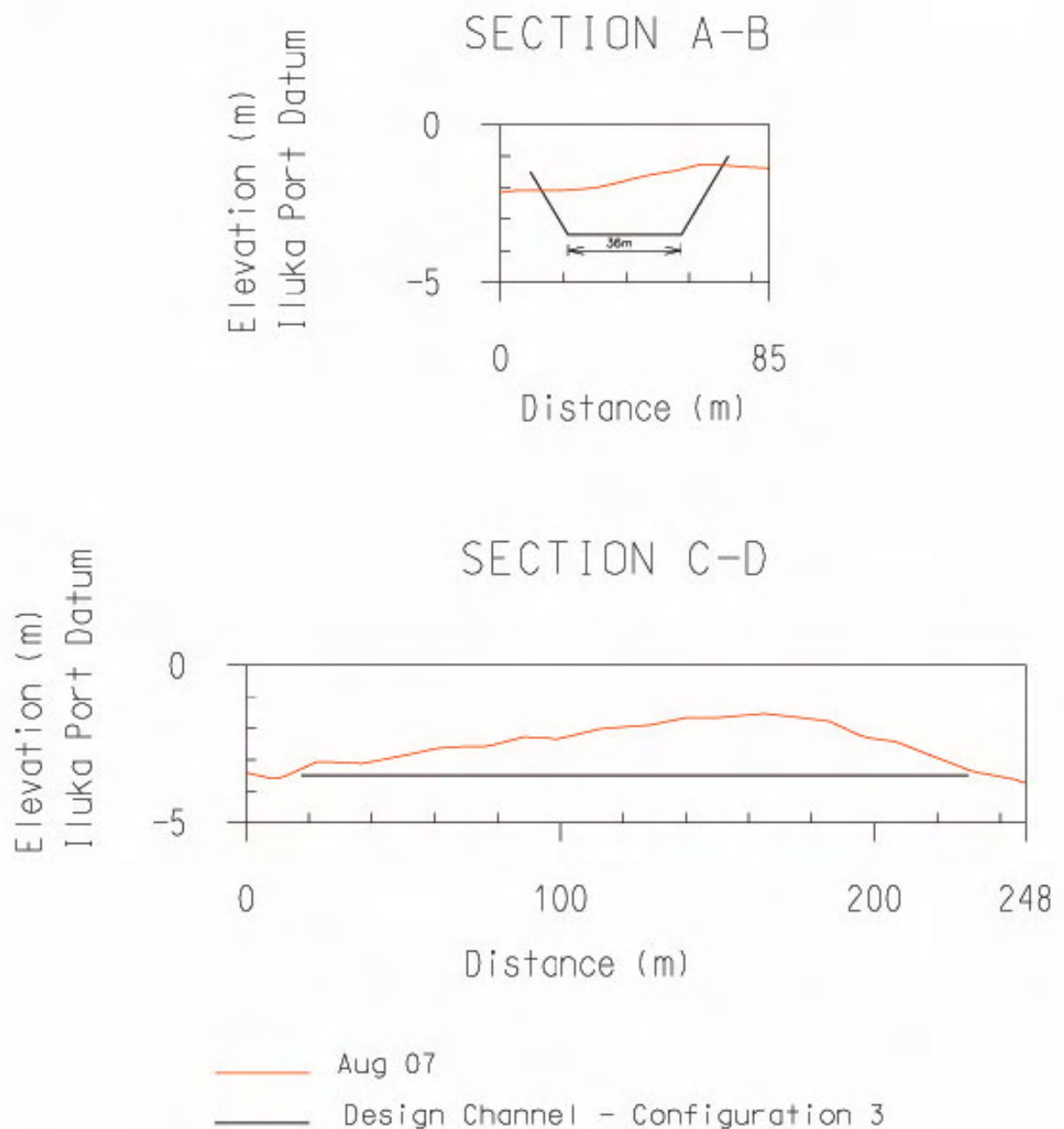
.16. WORK AS EXECUTED DRAWINGS

- .16.1. The Contractor shall provide two copies of work as executed plans, carried out by a qualified and suitably experienced surveyor, appointed and paid for by the contractor, for :
- .16.1.1. hydrographic surveys detailing the depth attained, the dimensions of the dredge borrow area and the side slope batter of the dredge borrow area
- .16.1.2. contour surveys and the quantities placed in each of the deposition (dump box) areas.
- .16.2. The surveys shall be supplied on both A3 paper and electronically on compact disk.

.17. DISESTABLISHMENT

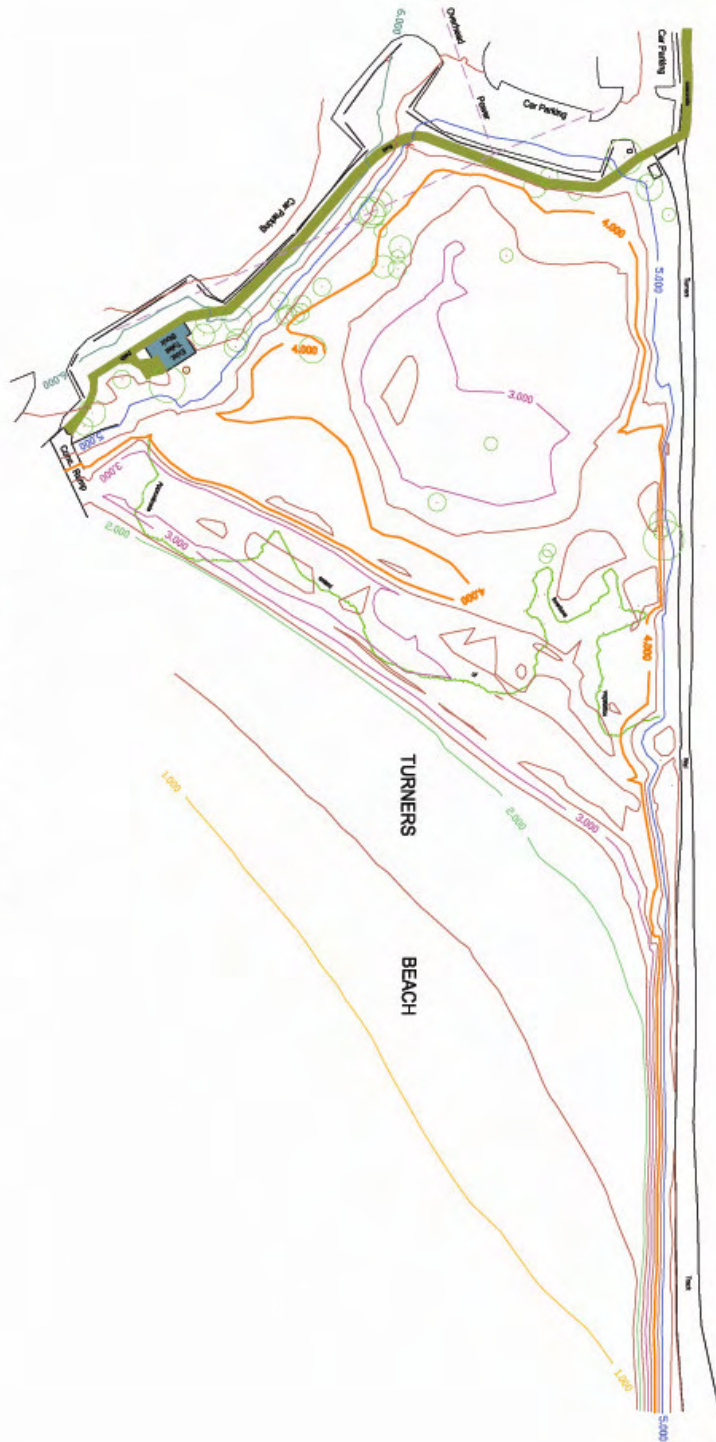
- .17.1. Disestablishment shall not be commenced until after the Principal's Representative has agreed to commencement in writing. Disestablishment shall be completed no later than two weeks after the Principal's Representative's has certified that the work has been satisfactorily completed.
- .17.2. Items of plant or equipment or any other structure shall only remain on the site beyond two weeks, after the work has been satisfactorily completed, with the Principal's Representative's written agreement. Without this the Principal's Representative's has the authority to remove and sell the items and recover from the Contractor the cost of such removal less the net proceeds of any sale made.

END OF SECTION.



Clarence River Entrance Channel Sections

Configuration 3 (Refer Plans 5 & 6)

[illegible]



Clarence River Entrance



Location of
Proposed dredging



Proposed Deposition
Areas



0 62.5 125 250 375 500




Metres

Projection: Lambert Conformal Conic (LPI NSW)
Datum: GDA94

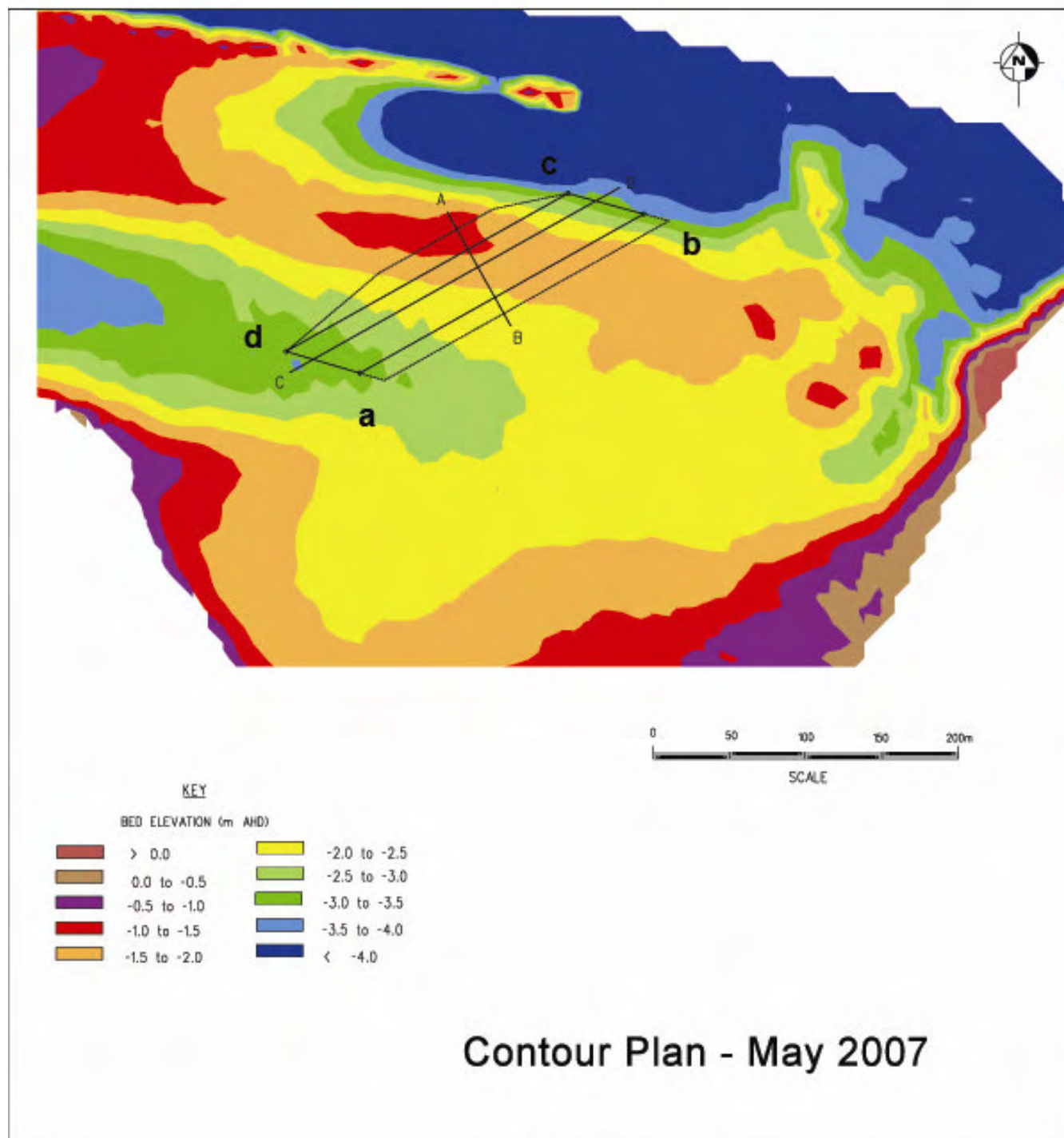
Prepared By:



 Department of Lands

Disclaimer:
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Whilst all effort has been made to ensure the accuracy and completeness
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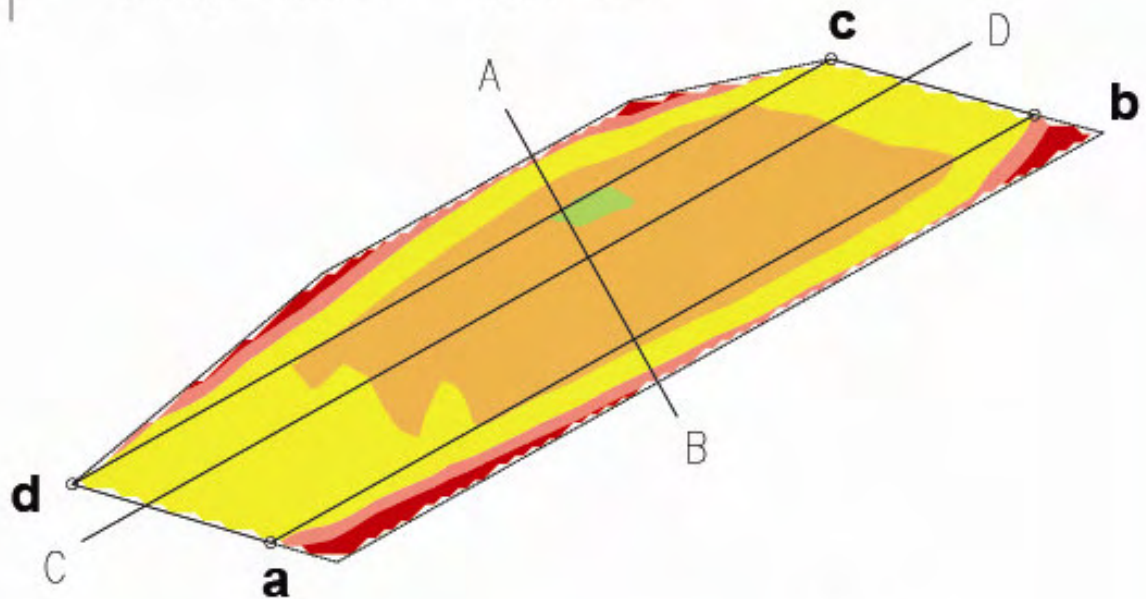
G:\CE\RIVER ENTRANCES\Dredging\Clarence River_Yamba Iluka\Yamba.mxd - 22/11/2007 @ 1:12:34 PM



Plan 5



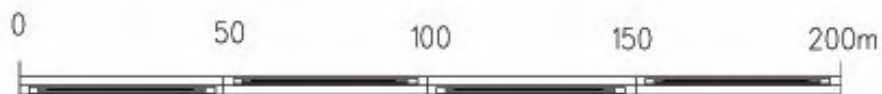
Dredge Volume = 11,200 cum



KEY

DREDGING THICKNESS
TO ACHIEVE DESIGN PROFILE

- > 0.5m Below Design Profile
- Nil to 0.5 m Below Design Profile
- Nil to 1m Above Design Profile
- 1 to 2m Above Design Profile
- 2 to 4m Above Design Profile
- 4 to 6m Above Design Profile
- 6 to 8m Above Design Profile
- > 8m Above Design Profile



SCALE

**Dredging Thickness to Achieve Design Profile
Based on May 2007 Survey
Channel Configuration 3**

Plan 6