

Summary File ONLY

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

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

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

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

**NSW Department of Environment and
Climate Change**

TENDER DOCUMENTS

FOR

**Karamea Homestead maintenance and
construction works
Curracabundi National Park**

**NOTHERN BRANCH / HUNTER REGION /
BARRINGTON TOPS AREA**

CONTRACT NO/ RFT: BTA-0708–002

TENDER CLOSING Time is

9.30 am on 4th December 2007

Minor Works Contract

Version 1.2a November 2006

CONDITIONS OF TENDERING - GENERAL INFORMATION FOR TENDERERS

The tender documents consist of:

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

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

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

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

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

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

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

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

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

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

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

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

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CONDITIONS OF TENDERING

1. Contact Person	<p>Refer requests for clarification, information or advice regarding these tender documents only to the Contact Person:</p> <p>Name: Tricia Waters</p> <p>Telephone: 02 6538 5300</p> <p>Facsimile: 02 65582476</p> <p>If before the closing date, it becomes evident that there is:</p> <ul style="list-style-type: none"> - a discrepancy in the tender documents; - an omission in the information provided; or - information arising out of inquiries should be made available to all Tenderers, <p>the Principal will provide a written update to all recipients of the tender documents by way of an Addendum.</p>
2. The Works	Refer to the Extent of Works item in the Contract Information.
3. Site access	Tenderers and their agents or representatives must obtain permission to inspect the Site from the Contact Person at least 48 hours prior to requiring access to the Site.
4. Other Park activities	<p>The Site is within the Park indicated in the tender documents, and the Park will continue to operate normally during the carrying out of the Works.</p> <p>Normal operations include: day to day access to and maintenance of roads, trails, tracks and buildings by Park staff and various contractors; and movement of both Park and public motor vehicles, including heavy plant, cars and trucks.</p>
5. Pre-tender meeting	<p>A mandatory on-site pre-tender meeting will be held on the date, at the time and at the place indicated below:</p> <p>11am on the 13th November 2007 at Karamea homestead, Giro road, Gloucester</p> <p>The Contact Person will be available at that time to answer Tenderers' queries.</p> <p>Attendance by Tenderers at the pre-tender meeting is mandatory and Tenderers' attendance will be recorded. Failure to attend will result in the Tenderer's tender being passed over.</p>
6. Acceptable legal entities	<p>The Principal contracts only with recognised and acceptable legal entities having appropriate financial assets. The Principal does not contract with companies under any form of external administration.</p> <p>Tenders submitted by an unincorporated business such as a sole trader, partnership or business name must identify the legal entity that proposes to enter any Contract.</p> <p>A tender from a Tenderer that is a trustee or other organisation considered to need more working capital may only be considered by the Principal where the Tenderer undertakes to:</p> <ul style="list-style-type: none"> - provide additional security in the form of Contract Schedule 1 – Form of Unconditional Undertaking, from a financial institution approved by the Principal, for an amount up to 20% of the Contract Sum; and - if a trustee, provide an undertaking that the Tenderer will ensure, for the duration of the Contract, the total value of the trust beneficiaries' loans to the trustee is always greater than the total value of trust beneficiaries' loans from the trustee. <p>If the Principal requires an undertaking, the Principal will advise the Tenderer of the amount required, and the Tenderer must provide to the Principal a signed statement as follows (without the undertaking relating to loans for Tenderers other than trustees):</p> <p>'If (insert the legal name of the Tenderer) is awarded Contract Number (insert the contract number) for (insert the contract description) it will provide additional security in the amount of (insert the security amount advised by the Principal) in accordance with clause 65 of the General Conditions of Contract, and it undertakes to ensure that, for the duration of the Contract, the total value of the trust beneficiaries' loans to the trustee is always greater than the total value of trust beneficiaries' loans from the trustee.'</p> <p>Failure to provide the signed statement may result in the Tenderer's tender being passed over.</p>
7. Submission of tenders	Lodge the Tender Form, Tender Schedules and any other information required electronically at the NSW Department of Commerce tendering website at https://tenders.nsw.gov.au/nsw/index.cfm

	<p>by the time and date shown on the cover page.</p> <p>Tenders lodged by facsimile or e-mail will not be considered.</p>
8. Documents to be lodged	<p>The following documents must be completed and submitted by the Tenderer:</p> <ul style="list-style-type: none"> - Tender Form; - Schedule of Prices - Schedule of licences; - Schedule of experience; - Schedule of insurances; - Schedule of referees; - Schedule of personnel, management systems
9. Alternative tenders	<p>Alternative tenders will not be considered.</p>
10. Late tenders	<p>In accordance with the NSW Government <i>Code of Practice for Procurement</i>, late tenders will only be considered when it is clear that there is no possibility of the integrity and competitiveness of the tendering process being compromised. Copies of the <i>Code of Practice for Procurement</i> may be obtained at: http://www.treasury.nsw.gov.au/procurement/cpfp_ig.htm.</p>
11. Evaluation of tenders	<p>By tendering, the Tenderer agrees that the Principal may gather, monitor, assess and communicate information about the Tenderer's performance and capacity.</p> <p>All tenders will be evaluated using some or all of the following criteria:</p> <ol style="list-style-type: none"> 1. Conformity with the tender documents, including allowed alternatives, delivery period and quality proposed; 2. Lump sum price(s) and/or any rates, and value for money; 3. Demonstrated relevant experience and previous performance, and ability to perform within set time frames (referee details and contact phone numbers must be supplied); 4. Tenderer's capacity and ability to complete the work, including proposed management, organisation, subcontractors, personnel, management systems/practice and current commitments (tenderers capacity to increase workforce to make up for lost time); and 5. Proven safety performance; <p>If required, submit additional information, by the stipulated date and time, to allow further consideration of the tender before any tender is accepted. Failure to meet this requirement may result in the tender being passed over or evaluated without the additional information.</p> <p>Tenders which do not comply with any requirement of, or which contain conditions or qualifications not required or allowed by the tender documents may be passed over.</p>
12. Appropriate trade licences	<p>All building, plumbing, sanitary/sewerage, gasfitting, communications and electrical work must be carried out by appropriately licensed/authorised persons.</p> <p>Tenderers must complete the SCHEDULE OF LICENCES ISSUED BY NSW OFFICE OF FAIR TRADING OR AUSTRALIAN COMMUNICATION AUTHORITY (ACA) and submit it with the Tender Form.</p>
13. Financial assessment of Tenderers	<p>The main criteria considered in the assessment of Tenderers' financial capacity are:</p> <ul style="list-style-type: none"> - Net Worth (total assets, excluding any assets of company directors, less total liabilities less intangible assets); exceeds 5% of the Contract Sum; - Current Ratio (ratio of current assets to current liabilities) exceeds 1; and - Working Capital (current assets less current liabilities) exceeds 10% of the Contract Sum. <p>Deviations below these indicative criteria will not necessarily prevent the Principal from considering any tender.</p> <p>By tendering, the Tenderer agrees that the Principal may engage private sector consultants to financially assess Tenderers. Financial details of Tenderers may be obtained by an external Financial Assessor for assessment. Financial Assessors have a contract to safeguard the financial details obtained. Under the terms of the contract the Financial Assessors must not disclose such details, either in whole or in part to any party other than NSW Government agencies without the express written permission of the Tenderer.</p> <p>The Financial Assessor to be used is Kingsway Financial Assessment Pty Ltd</p>
14. Acceptance of tenders	<p>The Principal may accept a tender that does not conform strictly with all requirements of the tender documents.</p> <p>The Principal is not bound to accept the lowest or any tender. The Principal may pass over any tender which does not comply with any requirement of, or which contain conditions or qualifications not required or allowed by, the tender documents. No qualification or departure from</p>

	<p>a condition is accepted unless the Principal gives an acceptance or formal agreement in writing.</p> <p>A tender is not accepted until notice in writing of acceptance by the Principal is handed to the Tenderer or is sent by prepaid post to, or left at the address stated in the Tender Form, or transmitted by facsimile to the Tenderer's facsimile number.</p> <p>Acceptance of any tender will also involve the issue of an official purchase order, which is required by the Principal's computerised financial and payment system.</p>
15. Long service levy	<p>Tenderers' attention is drawn to clause 22, General Conditions of Contract. The successful Tenderer must pay to the Building and Construction Industry Long Service Payments Corporation or the Corporation's agent the amount of the long service levy payable in respect of the building and/or construction work under the <i>Building and Construction Industry Long Service Payments Act, 1986</i>; and produce to the Principal's Representative the document evidencing payment of the levy.</p>
16. NSW Government Code of Practice for Procurement	<p>The Tenderer must comply with the NSW Government <i>Code of Practice for Procurement</i>. Lodgement of a tender is evidence of the Tenderer's agreement to comply with the <i>Code</i> for the duration of any Contract that may be awarded.</p>
17. Environment and cultural heritage	<p>General The successful Tenderer must use work practices and procedures that ensure that no damage occurs to flora, fauna or cultural and Aboriginal heritage artefacts.</p> <p>Animals The Tenderer is reminded that bringing animals into a National Park or other protected site is an offence under the <i>National Parks and Wildlife Act, 1974</i>. Handlers/owners of animals will be subject to the law enforcement processes of the <i>Act</i>, including issue of infringement notices and immediate removal of the animal and animal handler/owner from the protected site.</p> <p>Activity Approval A Review of Environmental Factors has been completed and an Activity Approval has been obtained by the Principal.</p>
18. Occupational Health and Safety Management	<p>The successful Tenderer must comply with the management requirements specified in clause 53, General Conditions of Contract.</p> <p>Submit with the tender details of any OH&S fines and prosecutions pertaining to the Tenderer or any proposed subcontractors that are current or were incurred during the last three years.</p>
19. Environmental management	<p>The successful Tenderer must comply with the environmental management requirements specified in clause 56, General Conditions of Contract.</p>
20.	<p>Not applicable</p>
21. Exchange of information between Government agencies	<p>The Tenderer authorises the Principal and its employees and agents to make information concerning the Tenderer available to other NSW Government agencies or local government authorities. Such information may include, but is not limited to, any information provided by the Tenderer to the Principal and any information relating to the Contractor's performance under any Contract.</p> <p>The Tenderer acknowledges that any information about the Tenderer from any source, including substantiated reports of unsatisfactory performance may be taken into account by the Principal and NSW Government agencies in considering whether to offer the Tenderer future opportunities for NSW Government work.</p> <p>The Principal regards the provision of information about the Tenderer to any NSW Government agency or local government authority as privileged under Section 22 of the <i>Defamation Act 1974</i>. The Principal and the State of NSW will reject claims in respect of any matter arising out of the provision or receipt of such information, including any claim for loss to the Tenderer arising out of the communication.</p>
22. Goods and Services Tax	<p>The prices and rates tendered must include Goods and Services Tax (GST) where it is payable. The tender must identify and state the value of any GST Free or Input Taxed Supplies to be made under any Contract. A Tenderer that wishes to enter into a Voluntary Agreement for withholding Pay As You Go taxation must say so in the tender and provide the information required for the approved form of a Voluntary Agreement as required by the <i>A New Tax System (Pay As You Go) Act 1999</i>.</p> <p>The prices and rates from Tenderers not registered for GST, or who advise in their tender that they wish to enter into a Voluntary Agreement for withholding Pay as You Go taxation, will be weighted by a 10% loading in assessing tender price relativity.</p>
23. Protection of privacy	<p>The Tenderer warrants, in respect of any personal information provided in its tender or any Contract arising from this tender, that the information is accurate, up to date and complete, and that individuals to which the personal information refers authorise its collection and are aware:</p>

	<ul style="list-style-type: none"> - that the information is being collected, and will be held by the Principal at the address shown on the Tender Form; - that the information is being collected for the purpose of evaluating tenders, and the administration of any Contract arising from those tenders, and may be made available to other NSW Government agencies or local government authorities for those purposes; - whether the supply of the information by the individual is required by law or is voluntary, and any consequences for the individual if the information (or any part of it) is not provided; and - of the existence of any right to access and correct the information.
24. Disclosure of information	<p>Details of any Contract awarded as a result of this tender process may be disclosed in accordance with NSW Government policy. Information that may be disclosed includes information about the Contract, the identity of the successful Tenderer, the price payable under the Contract, significant evaluation criteria and Contract provisions for re-negotiation (where applicable). Further details of this policy may be obtained from the Principal.</p> <p>The Principal may publish the identities of all Tenderers, but will not disclose other information included in an unsuccessful tender unless the relevant Tenderer agrees, or release is determined under the <i>Freedom of Information Act 1989</i> or is otherwise legally required.</p> <p>For contracts valued over \$150,000, the Principal will normally publish the names of Tenderers when tenders close, and the other information about the Contract specified above, will be posted on the Department of commerce e tendering website http://tenders.nsw.gov.au within 60 days after award of the contract.</p>
25. Industrial relations	<p>The successful Tenderer must plan and manage industrial relations in accordance with the NSW Government <i>Industrial Relations Management Guidelines</i>. A copy may be obtained at: http://www.construction.nsw.gov.au/publications.</p> <p>Submit when requested a list of the Federal and NSW awards to which the Tenderer and proposed subcontractors are bound; and a list the enterprise, workplace or other enforceable industrial relations agreements to which the Tenderer is bound, and copies of those agreements.</p> <p>The successful Tenderer will, on request, be required to provide appropriate information to verify compliance with these awards, enterprise or workplace agreements and all other legal obligations relating to employment.</p> <p>When requested, demonstrate an understanding of the industrial issues that may affect any Contract and subcontracts and the approach proposed to deal with these issues, and describe the Tenderer's industrial relations management performance on recent projects with particular reference to such issues in a completed Tender Schedules - <i>Undertaking to Comply with Code of Practice and Implementation Guidelines</i>.</p>
26. Tenderer's responsibilities	<p>Tenderers shall have the responsibility to:</p> <ul style="list-style-type: none"> - not alter or change DECCS tender document wording and or numbering in any way. The DECC reserves the right to exclude any bid not complying with this clause. - provide in the form of attachments all necessary additional information, with reference to each relevant section including a full statement of deviations or suggested alternatives.

TENDER FORM

Location of Tender Closing
Office:

Electronic Tender Box through the Government tendering website at
<https://tenders.nsw.gov.au>

Name of Tenderer
(*in block letters*):

A.B.N.
(*if applicable*):

Address:

Telephone number:

Facsimile number:

e-mail address:

hereby tender(s) to perform the work for

**Karamea Homestead maintenance and construction work, Curracabundi National Park
(Contract No.BTA-0708-002)**

in accordance with the following documents:

Tender Form
Tender Schedules
Contract Information
General Conditions of Contract
Contract Schedules
Technical Specification
Drawing numbers 0507-01B, Q009-S1 and 0507-04

For the lump sum of

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

Signed for the Tenderer by:
(*Authorised Officer*)

In the Office Bearer capacity of:

Name (*in block letters*):

Date this.....day of

SCHEDULE OF PRICES (Submit with Tender Form)

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

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

ITEM NO.	DESCRIPTION	AMOUNT
	Break-up of lump sum tendered:	
1	Provision of management plans and associated documents	\$.....
2.	Construction of the Works	\$.....
	1. Demolition and excavation	\$.....
	2. Roofer	\$.....
	3. Carpenter	\$.....
	4. Plumber and air - conditioning mechanic	\$.....
	5. Electrician	\$.....
	6. Plasterer	\$.....
	7. Tiler	\$.....
	8. Vinyl flooring	\$.....
	9. Painter	\$.....
	10. Paver	\$.....
	11. Communications	\$.....
	12. Provisional sums (as per schedule)	\$.....
TOTAL OF TENDER:		\$.....
(to equal lump sum on Tender Form)		
TOTAL OF TENDER:		\$.....
(to equal lump sum on tender form)		

Signed * for the Tenderer by:
(Authorised Officer)

In the Office Bearer capacity of:

Name (in block letters):

Date this.....day of

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

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

Licensed Builder

Name:

Address:

.....

Licence Number:

Expiry date:

Licensee's Signature:

Licensed Plumber/Drainer

Name:

Address:

.....

Licence Number:

Expiry date:

Licensee's Signature:

Licensed Electrical Contractor

Name:

Address:

.....

Licence Number:

Expiry date:

Licensee's Signature:

SCHEDULE OF EXPERIENCE
(Submit with Tender Form)

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

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

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

Signed for the Tenderer by:
(Authorised Officer)

In the Office Bearer capacity of:

Name (*in block letters*):

SCHEDULE OF INSURANCES (Submit with Tender)

PROFESSIONAL INDEMNITY INSURANCE

(Refer to clause D, General Conditions of Contract)

Insurer:

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

PUBLIC LIABILITY INSURANCE

(Refer to clause D, General Conditions of Contract)

Insurer:

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

WORKERS COMPENSATION INSURANCE / PERSONAL ACCIDENT INSURANCE

(Refer to clause D, General Conditions of Contract)

Insurer:

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

.....

.....

Include comparable details for each proposed subcontractor.

Signed for the Tenderer by:

(Authorised Officer)

In the Office Bearer capacity of:

Name (*in block letters*):

SCHEDULE OF TENDERER’S REFEREES
(Submit with Tender Form)

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

Signed for the Tenderer by:
(Authorised Officer)

In the Office Bearer capacity of:

Name (*in block letters*):

SCHEDULE OF PERSONNEL, MANAGEMENT AND SYSTEMS (Submit with Tender Form)

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

Describe the management and subcontractor structure proposed.

List and briefly describe the management systems to be used.

Signed for the Tenderer by:

.....
(Authorised Officer)

In the Office Bearer capacity of:

.....

Name (*in block letters*):

.....

**SCHEDULE OF RECYCLED/SALVAGED MATERIALS, PLANT OR EQUIPMENT
(Submit with Tender Form)**

Provide details of recycled/salvaged materials that may be incorporated into the Works. Add further items and details where relevant.

Item	Source of recycled or salvaged materials, plant and equipment	Proposed location where the recycled materials may be incorporated into the Works
>
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Signed for the Tenderer by:
(Authorised Officer)

In the Office Bearer capacity of:
Name (in block letters):

SCHEDULE OF FINANCIAL ASSESSMENT INFORMATION

(Submit when Requested by Principal or Financial Assessor)

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

1. Financial Statements for last three years for the entity under consideration, including:
 - i) Balance Sheets;
 - ii) Profit and Loss Statement;
 - iii) detailed Profit and Loss Statement;
 - iv) statement of Cash Flows;
 - v) notes to and Forming Part of the Accounts;
 - vi) an Accountant's Report; and
 - vii) where existing, Auditor's Reports.

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

UNDERTAKING TO COMPLY WITH CODE OF PRACTICE AND IMPLEMENTATION GUIDELINES

(Submit when Requested by Principal)

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

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

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

Signed for the Tenderer by:
(Authorised Officer)

In the Office Bearer capacity of:

Name (*in block letters*):

1. CONTRACT INFORMATION

The Principal is:	The Minister for Climate Change Environment and Water
The Contract Documents that constitute the Contract are:	<p>The following: -</p> <ol style="list-style-type: none"> 1. Tender Form and Tender Schedules 2. Contract Information 3. General Conditions of Contract 4. Contract Schedules 5. Technical Specification 6. Drawings 7. Appendices (including Appendix 1 - Activity Approval Conditions) 8. Principal's letter of acceptance (accepting a tender) and the Department of Environment and Conservation purchase order, and any other documents referred to therein.
The Works to be carried out by the Contractor, subject to Variations under the Contract, are:	As detailed in the Technical specification
The Site is:	Karamea homestead, house yard and area in the immediate vicinity, Curracabundi National Park, Giro road, Gloucester
<p>Principal's Nominee is:</p> <p>For the purposes of clause 41, Disputes, General Conditions of Contract. The Principal may at any time appoint or change the person for any reason whatsoever by giving written notice.</p>	Robert Quirk
<p>Principal's Representative is:</p> <p>If no name is stated the Principal will name the person in writing within 14 days after the date of the Principal's letter of acceptance. The Principal may at any time change the person for any reason whatsoever by giving written notice.</p>	<p>Tricia Waters - Ranger Department of Environment and Climate Change 59 Church Street Gloucester 2422 Ph: 02 6538 5300 Fax: 02 6558 2476 PO Box 236, Gloucester 2422</p>
<p>Submission of the Contractor's design</p> <p>If no period is stated it is 21 days before its use for construction.</p>	The Contractor need not submit the Contractor's design.
<p>Contractor' professional indemnity insurance</p> <p>Refer to clause 29, Insurance of the Works and other insurance, General Conditions of Contract.</p>	The Contractor need not hold professional indemnity insurance.
<p>Time for possession of the Site</p> <p>If no time is stated it is 7 days after the date of the Principal's letter of acceptance.</p>	The time to give possession of sufficient of the Site is 7 days after the date of the Principal's letter of acceptance.
<p>Completion time</p> <p>If no period is stated a reasonable period is to apply.</p>	The period for Completion is 12 calendar weeks from the date possession is given of sufficient of the Site to allow carrying out of the Works to begin.
<p>Liquidated damages</p> <p>If no rate is stated common law damages will apply under clause 10, Completion, General Conditions of Contract.</p>	The rate per day for liquidated damages is \$100

Payment method If not stated monthly progress payments apply.	The method of payment will be by milestone payments.
Milestone Payment Schedule If no Milestones and percentages are stated, the Milestone is the whole of the Works and the percentage is 100% of the Contract Sum as adjusted under the Contract.	Milestone payments will be made at the end of each month and will encompass approximately one third the contract value. Exact milestones will be negotiated with the successful tenderer after the tender process and prior to award of contract.
Defects Liability Period If no period is stated then the law applies.	The Defects Liability Period, which commences at Completion of the Works, is 52 calendar weeks.
Security under clause 17 is: Refer to clause 17, Security for performance, General Conditions of Contract.	5% of the Contract Sum
Security under clause 65 is: Refer to clause 65, Additional security and obligations for trustees, General Conditions of Contract.	Not applicable
Mobile plant and equipment made available by the Principal is:	Not applicable

2. GENERAL CONDITIONS OF CONTRACT

A. GENERAL

1 Definitions	<p>1.1 NPWS means (formerly the NSW National Parks and Wildlife Service) the Parks and Wildlife Division of the NSW Department of Environment and Climate Change.</p> <p>1.2 Park means a national park, historic site, state conservation area, regional park, nature reserve, karst conservation reserve, Aboriginal area or other land reserved under the <i>National Parks and Wildlife Act 1974</i>, or any land acquired by the Minister under Part 11 of the <i>National Parks and Wildlife Act 1974</i>, and includes all roads and waters within the boundaries of any such park, site, area, reserve or land.</p> <p>1.3 Works means the whole of the work to be carried out and materials, equipment and services to be provided under the Contract.</p> <p>1.4 Contract Sum means:</p> <ul style="list-style-type: none"> (a) where the Principal accepted a lump sum price, the lump sum; (b) where the Principal accepted lump sums and/or rates, the amount calculated by firstly multiplying the rates by their respective quantities in a Schedule of Rates and then adding those amounts and any lump sums, <p>but excluding any additions or deductions which are made under the Contract.</p> <p>1.5 day means calendar day.</p> <p>1.6 Schedule of Rates means any schedule in the Contract stated to be a Schedule of Rates, and which shows rates payable for carrying out items of work described in the schedule and estimated quantities, and which may also include items payable with a lump sum.</p> <p>1.7 Site means the lands and other places made available to the Contractor by the Principal for the purpose of the Contract, as described in the Contract Information.</p> <p>1.8 Contractor means each of the persons named in the Contract Documents as the Contractor, and includes their executors, administrators, successors and assigns as appropriate.</p> <p>1.9 Milestones are parts of the Works, as described in the Contract Information.</p> <p>1.10 Completion means the stage in carrying out the Works when they have reached completion, and the Works are complete, and are capable of use for their intended purpose, and are free from any omissions or defects/non-conformances, and the Contractor has made good the Site and its surroundings.</p> <p>1.11 Defects Liability Period is as stated in the Contract Information and defined in clause 39.</p> <p>1.12 Variation is any change to the character, form, quality and extent of the Works directed in writing by the Principal's Representative.</p>
2 Principal's Representative	<p>2.1 The Principal will appoint the Principal's Representative, as named in the Contract Information or otherwise, who:</p> <ul style="list-style-type: none"> (a) is authorised to exercise such authority of the Principal as is necessary under the Contract; and (b) will be the immediate point of contact with the Principal. <p>2.2 The Principal will advise the Contractor in writing of any change of the Principal's Representative.</p> <p>2.3 The Principal's Representative may give the Contractor directions regarding the work under the Contract. The Contractor must comply with these directions.</p> <p>2.4 If the Principal's Representative gives the Contractor a direction orally in the first instance, the Principal's Representative will confirm it in writing as soon as practicable.</p> <p>2.5 The Principal's Representative may appoint an agent who may:</p> <ul style="list-style-type: none"> (a) carry out any part of the role in addition to the Principal's Representative; and (b) give the Contractor directions in relation to that part. <p>The Principal's Representative must notify the Contractor in writing the name of the agent and the extent of the agent's duties.</p>

3 Contractor's Representative	<p>3.1 The Contractor must notify the Principal's Representative in writing the name of the Contractor Representative or of any replacement. The Contractor's Representative must be acceptable to the Principal's Representative.</p> <p>3.2 Any directions given to the Contractor's Representative will be considered to be given to the Contractor.</p>
4 Standards of behaviour	<p>4.1 The Contractor must comply with the NSW Government <i>Code of Practice for Procurement</i>, which is available on the NSW Treasury website at: http://www.treasury.nsw.gov.au/procurement/procure-intro.htm.</p>
5 Standard of work	<p>5.1 The Contractor must carry out all work in accordance with the Contract and in accordance with all reasonable requirements of the Principal's Representative.</p> <p>5.2 The Contractor must supply materials, plant and equipment (which are new, free from defects/non-conformances and suitable for their purpose), and use standards of workmanship (including design) and work methods, which are in conformity with the Contract, the Building Code of Australia, relevant international/Australian Standards and law.</p> <p>5.3 The Contractor must complete the design of, and construct, the Works in accordance with the Principal's design and the further development of the Principal's design required under the Contract. Minor items not specifically identified in the Principal's design, which are needed for the satisfactory Completion of the Works, must be provided by the Contractor.</p> <p>5.4 The Contractor must comply with any direction of the Principal's Representative to:</p> <p>(a) uncover and recover work; or</p> <p>(b) carry out additional testing or re-testing.</p> <p>Compliance with the direction will be at the Contractor's cost unless the work uncovered, recovered, tested or re-tested is in conformity with the Contract, in which case the Principal's Representative will meet with the Contractor to Decide on the reasonable costs payable to the Contractor. If they are unable to agree within 14 days after the meeting, the Principal's Representative will assess those costs.</p> <p>5.5 The Principal's Representative may notify the Contractor that the Principal elects to accept all or some of any defective/non-conforming work. The resulting reasonable increase or Decrease in the value to the Principal of the Works, and any other reasonable loss or detriment suffered by the Principal, will be assessed by the Principal's Representative and the total amount gained paid to, or total loss deducted from the payments otherwise due to, the Contractor.</p> <p>5.6 The Principal's Representative may direct the Contractor to correct, including remove or replace, defective/non-conforming work (including during any Defects Liability Period) within the time specified by the Principal's Representative. If the Contractor does not correct the defective/non-conforming work within the time specified, the Principal's Representative may have the work corrected by others. The Principal's Representative will assess the reasonable costs of having the defective/non-conforming work corrected by others and the Contractor must pay the Principal those costs as a debt due by the Contractor.</p> <p>5.7 Notwithstanding clauses 5.2 and 11.2, the Principal will accept the incorporation into the Works of the recycled or salvaged materials, plant and equipment identified in any Schedule of Recycled/Salvaged Materials, Plant and Equipment in the Contract Documents.</p>
6 Appropriate trade licences	<p>6.1 All building, plumbing, sanitary/sewerage, gasfitting, telecommunications or electrical work must be carried out by appropriately licensed persons.</p>
7 Design by the Contractor	<p>7.1 The Contractor must develop the design of the Works provided by the Principal as is required to complete the design and construction of the Works, and when stated in the Contract Information progressively submit the completed design, comprising drawings, specifications, calculations and any statutory certificates required, to the Principal's Representative within the period stated in the Contract Information. The Contractor must not depart from the Principal's design, unless directed to by the Principal's Representative.</p> <p>7.2 The Contractor's completed design must comply with the Contract and be fit for the intended purpose of the Works which can be reasonably inferred from the Contract Documents.</p> <p>7.3 The Principal is not bound to check the Contractor's completed design for errors, omissions or compliance with the requirements of the Contract. The Principal is not liable to the Contractor for any claim whatsoever due to the Principal not detecting or notifying the Contractor of any errors, omissions or non-compliance with the requirements of the Contract in the Contractor's completed design.</p> <p>7.4 Except for the design provided by the Principal, responsibility for the completed design and its satisfaction of the Contract requirements remains solely with the Contractor and the Principal is relying on the Contractor's care, knowledge, skill and experience in carrying out this responsibility. The Contractor must grant to the Principal an irrevocable licence to use the Contractor's design for the Works. Such licence is also to include any subsequent repairs to, maintenance or servicing of (including the supply of replacement parts), or</p>

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

	<p>in each of the relevant Milestones identified.</p> <p>10.9 If a part of the Works and/or work under the Contract has reached Completion, but another part has not reached Completion, and the parties cannot agree upon the creation of another Milestone, the Principal's Representative may determine that the respective parts are Milestones.</p>
11 Equipment and materials incorporated into the Works	<p>11.1 The Contractor must supply at the Contractor's own cost all materials, labour and equipment required for carrying out the Works. The Contractor must use only equipment and materials that are:</p> <p>(a) in accordance with the Contract; or</p> <p>(b) otherwise acceptable to the Principal's Representative.</p> <p>11.2 The Contractor warrants that all materials and equipment that the Contractor supplies are:</p> <p>(a) suitable for their purpose;</p> <p>(b) subject to clause 5.7, in new condition and capable of safe use;</p> <p>(c) of the required quality; and</p> <p>(d) otherwise comply with the Contract.</p> <p>11.3 The Contractor must ensure that the benefit of any warranty that the Contractor obtains from a manufacturer or supplier of the materials and equipment incorporated into the Works is extended to the NSW Department of Environment and Climate Change.</p>
12 Use of mobile plant and equipment made available by the Principal	Not applicable.
13 Safety of mobile plant and equipment	<p>13.1 All mobile plant and equipment, whether provided by the Principal or the Contractor must be in a safe and reliable condition, and meet all relevant safety requirements, regulations and standards.</p>
14 The security of Principal's property	<p>14.1 Every person the Contractor employs for carrying out the Works must wear an identification badge acceptable to the Principal's Representative whenever they are on the Site.</p> <p>14.2 The Contractor must:</p> <p>(a) keep safely in a manner satisfactory to the Principal's Representative any key the Principal's Representative gives the Contractor;</p> <p>(b) return such keys to the Principal's Representative when asked;</p> <p>(c) notify the Principal's Representative immediately if any such key is lost; and</p> <p>(d) ensure that the keys are not copied.</p> <p>14.3 The Contractor must ensure that all gates on the Principal's property made accessible to the Contractor are closed and locked as directed by the Principal's Representative.</p>
15 Complying with law	<p>15.1 The Contractor must comply with all laws and notices from statutory authorities in carrying out the Works. The Contractor must give all notices necessary to comply with these requirements, and pay all necessary fees, charges and other imposts, other than those notices and imposts advised by the Principal as to be given or paid (or given or paid) by the Principal. The Contractor must obtain at its own cost all licences, authorisations, approvals and consents necessary to carry out the Works not specified in the Contract as having been obtained by the Principal.</p> <p>15.2 If the Contractor finds that a condition in any document forming part of the Contract conflicts with any law or notice, the Contractor must notify the Principal's Representative setting out what the Contractor advises is necessary to enable the Contractor to comply. As soon as practicable the Principal's Representative must give the Contractor appropriate directions to enable the Contractor to continue the work lawfully.</p> <p>15.3 Any change to the Works resulting from these directions will be regarded as a Variation.</p>
16 Use of dangerous substances	<p>16.1 The Contractor must not store or use any dangerous substance in the Principal's premises without the written consent of the Principal's Representative.</p> <p>16.2 The Contractor must dispose of any dangerous substances and their containers properly away from the Principal's property.</p>
B. SECURITY AND PAYMENT	
17 Security for performance	<p>17.1 The Contractor must provide security to the Principal for the due and proper carrying out of the work under the Contract of the amount stated in the Contract Information and in accordance with this clause 17.</p> <p>17.2 The security must be in the form of Contract Schedule 1 – Form of Unconditional</p>

	<p>Undertaking, provided by a financial institution approved by the Principal.</p> <p>17.3 The Contractor must provide the security within 14 days of the date of the Principal's letter of acceptance.</p> <p>17.4 If the Contractor fails to provide the security on time, or the security is insufficient, the Principal may:</p> <p>(a) withhold 10% of each payment otherwise due to the Contractor under clause 18, Payments, up to the amount of security stated in the Contract Information; or</p> <p>(b) give the Contractor notice under clause 35, Default.</p> <p>17.5 Please note GST does not apply to Security</p>
18 Payments	<p>18.1 The Contract Information states the payment method applicable, which is either monthly progress payments or milestone payments.</p> <p>Milestone payments</p> <p>18.2 If milestone payments apply, the Contractor must give the Principal's Representative a written claim for payment when Completion of a Milestone specified in the Contract Information is reached (refer to the Milestone Payment Schedule item). The claim must identify the Milestone, the amount claimed, how the amount is calculated, deductions to which the Principal is entitled and any payment for additions claimed, with the legal and factual basis of the claim, for extra costs or other amounts to which the Contractor is entitled under, or in connection with, the Contract.</p> <p>18.3 When Completion of a Milestone is reached, the amount which the Contractor is entitled to claim and be paid is the sum of:</p> <p>(a) for work for which the Principal accepted rates, an amount calculated by applying the rates to the applicable quantities of work carried out for the Milestone;</p> <p>(b) for work for which the Principal accepted a lump sum, the percentage of that lump sum stated in the Contract Information for the Milestone;</p> <p>(c) for any additions for which the Principal has agreed or assessed an amount in writing, or for which an amount has been finally determined under clause 41, Disputes, an instalment of the amount approved or determined that reflects the value of the additions carried out,</p> <p>less payments previously made (including under clause 41, Disputes), costs payable by the Contractor to the Principal and deductions to which the Principal is entitled under, or in connection with, the Contract, including but not limited to, retention moneys, liquidated damages and other damages whether liquidated or unliquidated.</p> <p>Monthly payments</p> <p>18.4 If monthly progress payments apply, the Contractor must give the Principal's Representative a written claim for payment which must identify the month, the work carried out, the amount claimed, how the amount is calculated, deductions to which the Principal is entitled and any payment for additions claimed, with the legal and factual basis of the claim, for extra costs or other amounts to which the Contractor is entitled under, or in connection with, the Contract.</p> <p>18.5 The amount which the Contractor is entitled to claim for a monthly progress payment and be paid is the sum of:</p> <p>(a) for work for which the Principal accepted rates, an amount calculated by applying the rates to the applicable quantities of work carried out to the date of the claim;</p> <p>(b) for work for which the Principal accepted a lump sum, the proportion of the lump sum equal to the proportion of the applicable work completed to the date of the claim;</p> <p>(c) for any additions for which the Principal has agreed or assessed an amount in writing, or for which an amount has been finally determined under clause 41, Disputes, the amount approved or determined for work carried out to the date of the claim,</p> <p>less payments previously made (including under clause 41, Disputes), costs payable by the Contractor to the Principal and deductions to which the Principal is entitled under or in connection with the Contract, including but not limited to, retention moneys, liquidated damages and other damages whether liquidated or unliquidated.</p> <p>Statutory Declaration</p> <p>18.6 With each claim for payment the Contractor must give the Principal a completed statutory Declaration, in the form of Contract Schedule 3 – Statutory Declaration. No payment will be due until the Statutory Declaration is received.</p> <p>Time for Payment</p> <p>18.7 Within 10 Business Days after receipt of the Contractor's claim for payment, the Principal will provide to the Contractor a payment schedule identifying the claim to which it relates and stating the payment, if any, which the Principal will be making. If the payment will be less than the amount claimed by the Contractor, the payment schedule will indicate why it is less. Business Day means any calendar day other than a Saturday, Sunday, public holiday in NSW; or 27, 28, 29, 30 or 31 December. Payment will be made within, and no payment</p>

	<p>will be due until, 28 days after the Contractor's written claim or 7 days after the statutory Declaration required under clause 18.6 is received, whichever is the later.</p> <p>Evidence of work</p> <p>18.8 Payment is not evidence of the value of work or an admission of liability or that the work is satisfactory, but is a payment on account only.</p> <p>Quantities</p> <p>18.9 Quantities for work set out in any Schedule of Rates are estimates only. The Contractor is responsible for calculating and supplying the quantities actually required to carry out the Works.</p>
19 Goods and Services Tax	<p>19.1 The Contractor must be registered for GST before it submits any claim for payment and will notify the Principal if it ceases to be registered for GST.</p> <p>19.2 The Principal acknowledges that it is registered for GST.</p> <p>19.3 If the Contractor does not advise its ABN prior to making a claim, the Principal will withhold tax from payments in accordance with the <i>A New Tax System (Pay As You Go) Act 1999</i>.</p>
20 Right to recover debts	<p>20.1 If the Principal claims a sum under or arising out of the Contract or any other contract between the Principal and the Contractor, the Principal may:</p> <ul style="list-style-type: none"> (a) set-off, withhold or deduct any debt or amount which the Contractor owes the Principal from any amount which is payable to the Contractor; and (b) if that is insufficient, make a demand against the security held under clause 17, Security for performance, and clause 65, Additional security and obligations for trustees. <p>20.2 The Principal may recover from the Contractor any balance that remains owing after all the set-offs, withholding, deductions and demands.</p>

C. CONTRACTOR'S RESPONSIBILITY

21 Conduct	<p>21.1 The Contractor must ensure the suitability and proper conduct of all persons, including the employees and subcontractors the Contractor employs for carrying out the Works, and set reasonable standards of conduct, investigate complaints about their behaviour and take appropriate action, including removal from the Site if so warranted.</p> <p>21.2 If The Principal's Representative considers them to be unsuitable to be employed on carrying out the Works the Principal's Representative may direct the Contractor to stop employing them on the Works and remove them from the Site and the Park, and the Contractor must comply.</p>
22 Long service levy	<p>22.1 Before commencing work under the Contract, the Contractor must:</p> <ul style="list-style-type: none"> (a) pay to the Building and Construction Industry Long Service Payments Corporation or the Corporation's agent the amount of the long service levy payable in respect of the building and/or construction work under the <i>Building and Construction Industry Long Service Payments Act, 1986</i>; and (b) produce to the Principal, the document evidencing payment of the levy.
23 Care and protection of persons and property	<p>23.1 From and including the date the Site is made available to the Contractor until the Completion of the Works, the Contractor is responsible for the care of the Works, constructional plant and other things entrusted to the Contractor by the Principal for the purpose of carrying out the Works. The Contractor must make good at the Contractor's expense any damage that occurs to the Works and other things while responsible for their care. The Contractor is also liable for damage caused by the Contractor after Completion of the Works, including during the Defects Liability Period.</p> <p>23.2 The Contractor indemnifies and keeps the Principal indemnified against any loss of or damage to the property of the Principal (including existing property in, about or adjacent to the Works), and against any legal liability for personal injury or death, or loss of or damage to the property of others, arising from the carrying out of the Works.</p> <p>23.3 The Contractor must take effective measures for the protection, health and safety of persons and protection of property, and for the avoiding of injury to persons, and of loss or damage to property, while the Contractor is carrying out the Works.</p> <p>23.4 The Contractor must minimise and, where possible, prevent interference, damage, nuisance or inconvenience to the owners, tenants and occupiers of the premises and any property on or adjacent to the Site. The Contractor is liable for any such damage caused.</p> <p>23.5 Nothing in this clause 23 relieves the Principal from liability for the Principal's own default and defaults of others for whom the Principal is liable.</p>
24 Consistency of documents	<p>24.1 The Contract Documents will be taken as mutually explanatory and anything contained in one but not in another will be treated as if contained in all. The Contractor must notify the Principal's Representative immediately in writing if the Contractor finds an ambiguity,</p>

	<p>discrepancy or inconsistency in or between the Contract Documents before starting related work, allowing sufficient time to avoid delaying the work, and follow the directions given by the Principal's Representative.</p> <p>24.2 The Principal's Representative must give the Contractor a direction in response.</p>
25 Claims	<p>25.1 The Principal is not liable to meet a claim from the Contractor over a matter arising out of the Contract, and the claim is barred, unless the Contractor:</p> <ul style="list-style-type: none"> (a) submits the claim together with full particulars (including the legal and factual basis of the claim) in writing within 28 days of the occurrence of the event or circumstances on which the claim is based; or (b) gives written notice of the Contractor's intention to claim within that time and the Contractor submits the claim with full particulars (including the legal and factual basis of the claim) before a time otherwise agreed by the Principal. <p>25.2 Any claim by the Contractor on the Principal must be made within 28 days after the date of the Principal's Representative's written notice of Completion of the whole of the Works under clause 10, Completion. All claims whatsoever by the Contractor against the Principal made after that time are barred. However, if the Contract includes a Defects Liability Period, and the Contractor has a claim against the Principal under clause 5, Standard of work, or because of an event which occurred during the Defects Liability Period, the Contractor may make that claim up to 28 days after the end of the Defects Liability Period. If the claim is made after that time it is barred.</p>
D. INSURANCE	
25A Approved insurers and terms	<p>25a.1 All insurers used and insurance terms are subject to the approval of the Principal.</p> <p>25a.2 In regard to reducing risks, the Principal prefers approved insurers listed by the Australian Prudential Regulation Authority (APRA) as being regulated by the APRA, and Lloyds underwriters. Lists appear on the APRA website at: http://www.apra.gov.au/.</p>
26 Workers compensation insurance	<p>26.1 The Contractor must ensure that, before commencing any work under the Contract, the Contractor and each subcontractor hold the workers compensation insurance required by law. A subcontractor taken to be an employee of the Contractor under the law must be covered by the Contractor's workers compensation insurance.</p>
27 Public liability insurance	<p>27.1 The Contractor must ensure that, before commencing any work under the Contract, the Contractor holds public liability insurance, covering the Contractor, all subcontractors and the Principal, to an amount of not less than \$10,000,000 for any single occurrence.</p> <p>27.2 The public liability insurance cover must include a cross liability clause in which the insurer agrees:</p> <ul style="list-style-type: none"> (a) to waive all rights which entitle it to enforce the rights of others (otherwise known as "rights of subrogation"), or to take action against any of the persons insured; and (b) for this purpose, to act as if a separate policy had been issued to each of those persons insured.
28 Insurance of the Works and other insurance	<p>28.1 The Contractor must ensure that before commencing work on the Site, the Contractor holds or takes out insurance covering the Contractor, all subcontractors and the Principal, for loss or damage to the Works, any temporary works and all materials, constructional plant and other things that are brought onto the Site, stored off the Site or in transit, by or on behalf of the Contractor, or are entrusted to the Contractor by the Principal, regardless of whether such items are incorporated into the Works. The amount insured must not be less than the Contract Sum for any one occurrence.</p> <p>28.2 If the work under the Contract includes work described in (a), (b) or (c) below, the Contractor must hold the following additional insurance policies before starting such work:</p> <ul style="list-style-type: none"> (a) for the use of water-borne craft in excess of 8 metres in length; marine liability insurance; (b) for the design of the Works to be covered by insurance held by the Contractor where specified in the Contract Information; professional indemnity insurance; and (c) asbestos Decontamination, including stripping, encapsulation or removal; asbestos Decontamination work insurance. <p>The policy under (a) must be in the name of the Contractor and must cover the Contractor, the Principal, and all subcontractors employed from time to time in relation to the carrying out of the Works, for their respective rights and interests and cover their liabilities to third parties. The policy must be for an amount not less than \$5,000,000 for any one occurrence and include a cross-liability clause in which the insurer agrees to waive all rights of subrogation or action against any of the persons covered.</p> <p>The policy under (b) must cover the Contractor for liability to the Principal for a minimum amount of \$500,000 or 20% of the Contract Sum, whichever is greater, for loss (whether economic loss only or other loss) in a single occurrence arising from errors or omissions in design of the Works carried out by the Contractor or any subcontractor.</p>

	<p>The policy under (c) must be a policy of insurance covering the work, taken out within 30 days of asbestos Decontamination work commencing, with an insurer and in terms both approved in writing by the Principal, covering the Contractor, Principal and all subcontractors employed on the Works.</p>
29 Maintaining insurance policies	<p>29.1 For the purpose of defining the insured under insurance policies required by the Contract, the Principal will mean the State of NSW, Minister for the Environment for the State of NSW, Director-General of the NSW Department of Environment and Climate Change, and other employees and agents of the NSW Department of Environment and Climate Change.</p> <p>29.2 The Contractor must maintain all required insurance policies until reaching Completion of the whole of the Works and for any Defects Liability Period described in the Contract Information, except for any professional indemnity insurance, which must be held for 7 years after this time.</p> <p>29.3 If the Contractor fails to effect or maintain any insurance, the Principal may effect the insurance at the Contractor's cost, or act under clause 35, Default.</p>
E. ADMINISTRATION	
30 Agreement and consent	<p>30.1 Wherever the Principal's consent or agreement is required, it must not be withheld unreasonably. Wherever the Contractor's agreement is required, it must not be withheld unreasonably.</p>
31 Unconditional Undertakings – approved institutions	<p>31.1 For the purpose of giving Unconditional Undertakings, the Principal has approved banks, building societies, credit unions and insurance companies listed by the Australian Prudential Regulation Authority (APRA) as being regulated by the APRA. Lists appear on the APRA website at: http://www.apra.gov.au/.</p>
32 Joint and several liability	<p>32.1 If two or more persons enter the Contract as the Contractor, then each such person individually and jointly must comply with its conditions and is jointly and severally liable.</p> <p>32.2 If the Contractor gives the Principal a notice, it must be treated as a notice by all of the persons that are the Contractor.</p> <p>32.3 If the Principal gives the Contractor a notice or direction, it must be treated as a notice and direction to all of the persons that are the Contractor.</p>
33 Subcontracting	<p>33.1 The Contractor may only subcontract any part of the work if the Principal agrees in writing first.</p> <p>33.2 An agreement to allow the Contractor to subcontract will not relieve the Contractor of any of the Contractor's responsibilities or obligations under the Contract.</p> <p>33.3 The Contractor is liable to the Principal for the acts, defaults and neglect of any subcontractors, or any persons they employ, as fully as if they were the Contractor's acts, defaults or neglect.</p> <p>33.4 The Contractor is responsible for paying subcontractors for their work.</p>
34 Assignment	<p>34.1 The Contractor may only assign or transfer a right or benefit under the Contract to another person if the Principal agrees in writing first.</p>
35 Default	<p>35.1 Without prejudice to any other rights which the Principal has, including the Principal's common law rights for damages or to terminate without first giving notice to remedy a breach, if the Contractor commits a substantial breach of the Contract, including:</p> <ul style="list-style-type: none"> (a) failing to carry out a direction of the Principal's Representative within the time specified or if no time is specified, within a reasonable time; or (b) not progressing the carrying out of the Works at a reasonable rate or with due expedition and without undue delay; or (c) failing to carry out the Works with due skill, care and competence; or (d) failing to maintain any registration or licence required by law to carry on activities required under the Contract; (e) failing to provide security as required under clause 17, Security for performance; (f) failing to provide security as required under clause 65, Additional security and obligations for trustees: or (g) failing to effect and maintain insurance policies as required under the Contract, <p>the Principal may, in writing, specify the breach and ask the Contractor to give reasons why the Principal should not take further action.</p> <p>35.2 If the Contractor either fails to give a written response within 7 days of receiving the Principal's notice, or fails to give reasons satisfactory to the Principal, then the Principal may immediately:</p> <ul style="list-style-type: none"> (a) terminate the Contractor's employment under the Contract by notice in writing to the Contractor; and (b) at its sole discretion, employ others to complete the Works. <p>35.3 The Principal will calculate the difference between:</p>

	<p>(a) the cost to the Principal of having the Works completed by others; and</p> <p>(b) the amount that would have been paid to the Contractor to complete the Works.</p> <p>If the calculation results in a shortfall to the Principal, the difference will be a debt due by the Contractor to the Principal that must be paid to the Principal within seven days of a written demand for payment.</p> <p>The Principal may make provisional assessments of the amounts payable to the Principal under this clause 35 and may demand them against the security held under clause 17, Security for performance, and clause 65, Additional security and obligations for trustees.</p>
36 Bankruptcy or insolvency	<p>36.1 If the Contractor indicates it does not have the resources to perform the Contract, is wound up or is Declared insolvent then the Principal, may immediately terminate the Contract by notice in writing to the Contractor, in which case the respective rights and liabilities of the parties will be the same as they would be at common law if the Contractor had wrongfully repudiated the Contract.</p> <p>36.2 The Contractor will be considered to be wound up if an application for winding up is made which is not stayed within 14 days or a winding-up order is made. The Contractor will be considered insolvent if: a controller, administrator, receiver, receiver and manager, provisional liquidator, or liquidator is appointed; or a mortgagee enters into possession of any property of the Contractor; or notice is given of a meeting of creditors for the purposes of a deed of arrangement; or any actions having a similar effect are taken.</p>
37 Termination for convenience	<p>37.1 The Principal may terminate the Contract by giving notice, with effect from the date stated in the notice, for its convenience and without the need to give reasons. The Contractor must leave the Site by the date stated in the termination notice and remove all plant, equipment and temporary work (including amenities) it has brought onto the Site for carrying out the Works that is not part of the Works and is not required by the Principal.</p> <p>37.2 If the Contract is terminated under clause 37.1, the Principal must pay the Contractor:</p> <ul style="list-style-type: none"> (a) the value of all work carried out (as determined under clause 18, Payments) up to the date the termination notice takes effect, taking into account all previous payments; plus (b) the reasonable, direct costs of removal of the temporary work and other things from the Site incurred by the Contractor, but only if the Contractor complies with a strict duty to mitigate costs; plus (c) 2% of the difference between the Contract Sum, adjusted by any amounts the Principal has agreed or assessed in writing, or amounts finally determined under clause 41, Disputes, and the total of all amounts paid and payable to the Contractor under (a) and (b) above. <p>37.3 The payments referred to in this clause 37 are full compensation for termination under clause 37, and the Contractor has no claim for damages or other entitlement whether under the Contract or otherwise.</p> <p>37.4 If the Contract is terminated under clause 37.1, the Principal must return the security held under clause 17, Security for performance, and clause 65, Additional security and obligations for trustees, subject to its rights under the Contract.</p> <p>37.5 The Contractor must include in all subcontracts, including supply agreements, an equivalent provision to this clause 37.</p>
38 Variations	<p>38.1 The Principal's Representative may direct the Contractor to carry out a Variation and the Contractor must carry out the direction. The Principal's Representative and Contractor must meet to agree on the reasonable amount payable to, or deductible from the amount otherwise payable to, the Contractor for the Variation. If they do not agree within 14 days after the meeting, the Principal's Representative will assess that amount.</p> <p>38.2 A Variation will not invalidate the Contract.</p> <p>38.3 A Variation must be assessed:</p> <ul style="list-style-type: none"> (a) using the rates and prices in any Schedule of Rates where they apply; and (b) using reasonable prices otherwise.
39 Defects Liability Period	<p>39.1 The Contractor must make good any part of the Works which is not in conformity with the Contract, which becomes apparent prior to Completion or during the Defects Liability Period stated in the Contract Information and as required by law.</p> <p>39.2 At the end of the Defects Liability Period, or within 28 days after the date of Completion of the Works if there is no Defects Liability Period stated, the Principal will return any security held as Unconditional Undertakings or otherwise under clause 17, Security for performance, less any amounts payable by the Contractor to the Principal.</p>
40 Suspension of work	<p>40.1 The Principal's Representative may direct the Contractor to suspend all or part of the Works and the Contractor must carry out the direction. If the need to suspend the work is due to any act or omission of the Principal, the Principal's Representative and Contractor must meet to agree on the reasonable extra costs payable to the Contractor which resulted from the suspension. If they do not agree within 14 days after the meeting, the Principal's Representative will assess those extra costs.</p>

	40.2 The Contractor must recommence the suspended parts of carrying out the Works as soon as practicable after being directed to do so by the Principal's Representative.
41 Disputes	<p>41.1 If either party is dissatisfied with an act or omission of the other party in connection with the Contract, including assessment of a claim, failure to agree, or a direction, that party must notify the Principal's Nominee and the other party in writing of a dispute within 14 days of the act or omission. The notifying party must provide particulars, including the factual and legal basis of any claimed entitlement. If a party gives notice of a dispute but not within the time provided by this clause 41, then it is not entitled to interest for the period before the party gave notice.</p> <p>41.2 Within 7 days of the giving of the notice, the Contractor and Principal's Nominee will meet to attempt to resolve the dispute.</p> <p>41.3 If the dispute is not resolved within 14 days after the notice providing all particulars of the dispute, the parties must appoint an independent Expert. If the parties fail to agree upon an Expert, either may request the Chief Executive Officer of the Australian Commercial Disputes Centre Ltd Sydney to nominate an Expert. If there is no Chief Executive Officer or the Chief Executive Officer fails to make a nomination within a reasonable time, the Principal will nominate an Expert.</p> <p>41.4 The person nominating the Expert must not nominate:</p> <ul style="list-style-type: none"> (a) an employee of the Principal or Contractor; (b) a person who has been connected with the Contract; or (c) a person upon whose appointment the Principal and the Contractor have previously failed to agree. <p>41.5 When the person to be the Expert has been agreed on or nominated, the Principal, on behalf of both parties, must appoint the expert by letter of engagement, copied to the Contractor, setting out:</p> <ul style="list-style-type: none"> (a) the dispute being referred to the Expert for a Decision; (b) the Expert's fees; (c) the procedures detailed in this clause 41; and (d) any other matters which are relevant to the engagement. <p>41.6 The Principal and the Contractor must share equally the Expert's fees and out-of-pocket expenses, including any security deposit if required. Each party must otherwise bear their own costs and share equally any other costs of the process.</p> <p>41.7 Each party must make written submissions to the Expert and provide a copy to the other party as follows:</p> <ul style="list-style-type: none"> (a) within 7 days after the appointment of the Expert, the notifying party must submit details of the claimed act or omission or other matter; and (b) within 14 days after receiving a copy of that submission, the other party must submit a written response and that response may include cross-claims. <p>41.8 The Expert must Decide whether any claimed event, act or omission did occur and, if so:</p> <ul style="list-style-type: none"> (a) when it occurred; (b) what term of the Contract or other obligation in law, if any, requires the other party to pay the claimant money or otherwise act in respect of it; and (c) the merits in law of any defence or cross-claim raised by the other party. <p>41.9 The Expert must then Decide the amount, if any, which one party is legally bound to pay the other on account of the event, act or omission or other matters.</p> <p>41.10 The Expert must also decide any other questions required by the parties, as set out in the dispute referred to the Expert.</p> <p>41.11 In making the Decision, the Expert acts as an expert and not as an arbitrator and is:</p> <ul style="list-style-type: none"> (a) not liable for acts, omissions or negligence; (b) to make the Decision on the basis of the written submissions from the parties and without formalities such as a hearing; (c) required within 35 days of appointment, or another period agreed by the parties, to give the Decision in writing, with brief reasons, to each party; and (d) bound by the rules of natural justice. <p>41.12 If the Expert Decides that one party is to pay the other an amount exceeding \$250,000 (calculating the amount without including interest on it), and within 14 days of receiving the Decision of the Expert, either party gives notice in writing to the other that the party is dissatisfied, the Decision will be of no effect and either party may then commence litigation.</p> <p>41.13 Unless a party has a right to commence litigation under clause 41.12:</p> <ul style="list-style-type: none"> (a) the parties must treat each determination of the Expert as final and binding and give effect to it; and (b) if the Expert Decides that one party owes the other party money, subject to clause 18,

	that party must pay the money within 28 days of receiving the Decision of the Expert.
42 Service of documents	<p>42.1 Any direction, notice or other document must be:</p> <ul style="list-style-type: none"> (a) delivered in person; or (b) sent by prepaid post to the address last notified in writing; or (c) sent by facsimile to the facsimile number last notified in writing; or (d) sent by e-mail to the address last notified in writing. <p>42.2 If a document is posted, it will be taken to be received within 3 days after posting.</p> <p>42.3 If a document is sent by facsimile or e-mail, it will be taken to be received at the time stated on a report of satisfactory transmission.</p>
43 Individual validity of conditions	43.1 A court ruling that a condition of the Contract is unlawful, invalid, unenforceable or in conflict with any rule of law, statute, ordinance or regulation does not affect the remaining conditions.
44 Applicable law	44.1 The Contract is governed by the laws of New South Wales, and the parties submit to the non-exclusive jurisdiction of the courts of New South Wales.

F. GENERAL ADMINISTRATION AND MANAGEMENT

45 Exchange of information between Government agencies	<p>45.1 The Contractor authorises the Principal and its employees and agents to make information concerning the Contractor available to other NSW Government agencies or local government authorities. Such information may include, but is not limited to, any information provided by the Contractor to the Principal and any information relating to the Contractor's performance under the Contract.</p> <p>45.2 The Contractor acknowledges that any information about the Contractor from any source, including substantiated reports of unsatisfactory performance may be taken into account by the Principal and NSW Government agencies in considering whether to offer the Contractor future opportunities for NSW Government work.</p> <p>45.3 The Principal regards the provision of information about the Contractor to any NSW Government agency or local government authority as privileged under Section 22 of the <i>Defamation Act 1974</i>. The Principal and the State of NSW will reject claims in respect of any matter arising out of the provision or receipt of such information, including any claim for loss to the Contractor arising out of the communication.</p>
46 Application of Schedule of Rates	Not Applicable
47 Security of payment	<p>47.1 General</p> <p>In this clause 47 "subcontract" includes an agreement for supply of goods or services (including professional services and plant hire) or both and "subcontractor" includes a supplier of goods or services (including professional services and plant hire) or both.</p> <p>The Contractor must ensure that each subcontract, whether written or oral, entered into by the Contractor or any subcontractor in respect of the work under the Contract and which has a value of \$25,000 or more at the commencement of the subcontract, includes provisions in the form or to the effect of the form, as the case may be, of those contained in this clause 47, including the provisions of this subclause 47.1.</p> <p>GST does not apply to security payments.</p> <p>47.2 Options as to form of security</p> <p>Each subcontract which:</p> <ul style="list-style-type: none"> (a) requires the subcontractor to provide a cash security to its principal; (b) allows the subcontractor's principal to deduct retention moneys from any payment made by it to the subcontractor; or (c) provides for both of the above, <p>must allow the subcontractor the option at any time to provide an Unconditional Undertaking or Unconditional Undertakings in lieu of a cash security or retention moneys.</p> <p>To the extent that the subcontractor provides an Unconditional Undertaking or Undertakings, the subcontractor's principal must not deduct retention moneys and must forthwith release to the subcontractor any retention moneys or cash security then held.</p> <p>47.3 Trust for cash security and retention moneys</p> <p>Each subcontract must include a provision having the effect that:</p> <ul style="list-style-type: none"> (a) when a party receives or retains security in cash or converts security to cash, that security is held in trust by the security holder from the time of receipt, retention or

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conversion, as the case may be, and the security holder must forthwith deposit the money into a trust account in a bank selected by that party;

- (b) the moneys must be held in trust for whichever party is entitled to receive them until they are paid in favour of that party and the security holder must maintain proper records to account for such moneys; and
- (c) any interest earned by the trust account must not be held in trust, and must be owned by the party holding the security.

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

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

47.4 Payments

Each subcontract must include:

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

47.5 Alternative dispute resolution

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

47.6 Documents to be provided to subcontractors

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

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

47.7 Register of subcontracts

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

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

48	Not applicable.
49 Audit and review	<p>49.1 Make available, on request, all records, including those of or relating to subcontractors relevant to compliance with requirements of the Contract, for the purposes of audit, review or surveillance by the Principal. Provide all reasonable assistance during the audits or reviews including attendance by the Contractor.</p> <p>49.2 Promptly implement effective corrective action on matters disclosed by audit or review.</p>
50 Order of work under the	<p>50.1 Submit when requested by the Principal, a program in the form of a bar chart and network diagram, showing the dates by which and the times within which the various stages or parts</p>

Contract	of the work under the Contract are to be carried out.
51 Working hours and working days	<p>51.1 Unless the Contract provides otherwise, the working hours on the Site will be up to 9 hours per day worked between 7 a.m. and 5 p.m., and the working days will be Monday to Friday inclusive, but excluding public holidays and one day every 4 weeks, usually a Monday which is a rostered day off.</p> <p>51.2 In approving a change to the working hours or working days the Principal's Representative may attach conditions. Such conditions may include, but will not be limited to, a prohibition of or restriction on the performance of work which requires surveillance, and may also include a requirement that the Contractor meets the costs of surveillance, by or on behalf of the Principal, of work during times approved by the Principal's Representative.</p>
52 Existing services	<p>52.1 Existing services include, but are not limited to, drains, watercourses, public utilities, water, sewerage, stormwater, telecommunications, electricity and the like, and include both above ground and below ground services.</p> <p>52.2 The Contractor is responsible for determining the location and type of all existing services.</p> <p>52.3 The Contractor must notify the Principal's Representative immediately upon the discovery of any existing services obstructing the Works.</p> <p>52.4 Subject to clause 9, Site conditions, where an existing service obstructs the Works and requires diversion or relocation, the Contractor must bear all resulting costs and delays.</p> <p>52.5 Existing services obstructing the Works or if damaged in the course of the Contract, must be dealt with as follows:</p> <p>(a) if the service is to be continued: repair, divert and relocate as required; and</p> <p>(b) if the service is to be abandoned: cut and seal or disconnect and make safe as required.</p> <p>52.6 Where an existing service is damaged by the Contractor for any reason whatsoever, the Contractor must bear all costs and any delays for repairing or disconnecting the service.</p>
53 Occupational Health and Safety management	<p>Requirement</p> <p>53.1 The Contractor and Contractor's health and safety management must comply, and the Contractor must ensure all subcontractors comply, with the NSW Government <i>OH&S Management Systems Guidelines 4th edition</i> (OH&S Guidelines) including the following obligations:</p> <p>53.2 When any part of the Site is made available to, or occupied by, anyone authorised by the Principal, ensure a report, containing the information employers and controllers of premises are required to provide under clauses 13(3) and 38 of the <i>NSW Occupational Health and Safety Regulation 2001</i> (OH&S Regulation 2001), is provided to the Principal and that person before they use the Site. The report must include all the available information about the hazards and risks not eliminated and the controls in place. Such information must also be included in operation and maintenance manuals, or equivalent, provided for the Works.</p> <p>Principal contractor</p> <p>53.3 The Contractor is appointed the principal contractor and controller of the Site and other work sites of the Contractor for the construction work being carried out on behalf of the Principal, to exercise such authority and control as is necessary to enable the Contractor to discharge the responsibilities imposed on a principal contractor and controller by the OH&S Regulation 2001.</p> <p>53.4 Provide a sign on the Site, clearly visible from outside the Site, showing the name and contact telephone numbers (including after hours emergency numbers) of the principal contractor.</p> <p>53.5 Notify any other contractors engaged by the Principal on the Site of the appointment and that any appointment of them as a principal contractor is withdrawn. Cooperate with and coordinate any such contractors and any others involved in the construction work to ensure all OH&S responsibilities are discharged in a coordinated manner. As the principal contractor, to ensure this coordination, issue instructions to such contractors and any others, and ensure the instructions do not require these contractors to contravene or exceed their responsibilities under the OH&S Regulation 2001 or commit the Principal to any additional expense.</p> <p>OH&S/safety management plan and Safe Work Method Statements</p> <p>53.6 Document, implement and maintain a site-specific OH&S/safety management plan with Safe Work Method Statements for all work under the Contract and covering all subcontractors/consultants, in accordance with Contract Schedule 3 – Occupational Health and Safety Management Plan.</p> <p>53.7 The OH&S/safety management plan must address all the elements applicable for the work involved, including statements of responsibilities, design and other consultant services, OH&S induction and training, incident management, risk/hazard identification/assessment</p>

and control, consultation, Safe Work Method Statements and site safety rules (as applicable). Where the Contractor is responsible for design, the OH&S/safety management plan must comply with the OH&S Guidelines management plan requirements for design.

- 53.8 Submit the OH&S/safety management plan and Safe Work Method Statements no later than 14 days before the work for which they apply commences, at least covering that work. Do not start the work before complying documents are submitted. Submit any revisions to the documents.

Guidance on preparation of management plans and Safe Work Method Statements

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

Certification of formwork

- 53.14 In this clause 53, the terms "qualified engineer" and "formwork" have the meanings given in Clause 209 of the OH&S Regulation 2001. "Related Entities" means businesses, one of which is owned wholly or in part by the other or that have proprietors, directors, officers, shareholders or employees in common.
- 53.15 Inspection and certification of formwork, if required by clause 233 of the OH&S Regulation 2001, must be carried out by a qualified engineer who is not a proprietor, director, officer, or employee either of the entity carrying out the formwork erection or a Related Entity to that entity. In addition, if the Contractor carries out the design of the formwork, then the qualified engineer must not be a proprietor, director, officer or employee either of the Contractor or a Related Entity to the Contractor.
- 53.16 If such inspection and certification are required, the Contractor and any subcontractors involved must include the inspection and certification as actions in Safe Work Method Statements for the erection and use of formwork, and they must be hold points in the Contractor's and subcontractors' Inspection and Test Plans.
- 53.17 Submit formwork certification before commencing the use of the formwork. Do not use the formwork before this certification is submitted.

Design

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

Site Safety Rules

- 53.19 Site safety rules must, as a minimum, effectively identify and implement the provisions shown below. Site safety rules must make it a condition of entry to the applicable work site that all employees and visitors comply with the provisions.
- (a) **Industry OH&S Induction.** All persons working on the work site must complete, and display evidence of completing, Industry OH&S Induction prior to commencing work on the work site.
 - (b) **Site Induction.** All persons working on or visiting the work site must attend a Site

Induction prior to entering the work site. Visitors may enter a work site if accompanied by a person who has attended a Site Induction.

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

53.20 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

53.21 Immediately notify WorkCover NSW and the Principal of any serious incident. Then formally notify WorkCover NSW in accordance with the OH&S Regulation 2001 (Part 12.1), using the prescribed form, and immediately supply an additional copy to the Principal. If requested, supply a written report to the Principal in the form directed.

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

53.22 Immediately notify the Principal of any PIN or on-the-spot fine issued by WorkCover NSW for a breach. Provide the Principal with a copy of the PIN or fine notice and written details of the corrective action taken by the Contractor and the applicable subcontractor to rectify

	<p>the breach and to prevent recurrence.</p> <p>Construction Work Site Checklist</p> <p>53.23 Provide to the Principal at each regular site meeting a completed <i>Construction Work Site Checklist</i> (in the form of Contract Schedule 4) covering all work involving health and safety risks, and reviewing the reasonable health and safety precautions taken. Rectify all non-conformance indicated by the completed Checklists and prevent recurrences.</p> <p>Failure to comply</p> <p>53.24 If at any time the Contractor has not carried out its obligations under this clause 53, then notwithstanding any other provisions of the Contract, no payment will be due to the Contractor until the 7th day after the required action has been carried out.</p>
54 Hazardous substances	<p>54.1 Definition</p> <p>A hazardous substance includes a substance that is listed in the document entitled <i>List of Designated Hazardous Substances</i> published by Worksafe Australia; or a substance that fits the criteria for a hazardous substance set out in the document entitled <i>Approved Criteria for Classifying Hazardous Substances</i> published by Worksafe Australia.</p> <p>Asbestos, material containing asbestos, polychlorinated biphenyl (PCB) and lead based paints are recognised as hazardous substances. Other substances in certain situations are also considered hazardous and therefore require controlled handling. Examples are glues, solvents, cleaning agents, paints, and water treatment chemicals.</p> <p>Work involving stone, rock, concrete, masonry and such materials containing silica, is hazardous work under the Contract. The Contractor is responsible for the control of any hazard which may arise from the presence of silica.</p> <p>54.2 Response to unexpected discovery</p> <p>If any hazardous substance not planned for by the Contractor is discovered on the Site, the Contractor must suspend all work which may result in exposure to such hazardous substance and notify the Principal's Representative immediately of the type of substance and its location. See also clause 9, Site conditions.</p> <p>With the initial notification, or as soon as practicable thereafter, where the Contractor is not to locate and/or manage the hazardous substance under the Contract, submit details, including:</p> <ul style="list-style-type: none"> (a) the additional work and additional resources the Contractor estimates to be necessary to deal with the substance so that work and subsequent use of the Works may proceed safely and without risk to health; (b) the time the Contractor anticipates will be required to deal with the substance and any expected delay in achieving Completion; (c) the Contractor's estimate of the cost of the measures necessary to deal with the substance; and (d) other details reasonably required by the Principal's Representative. <p>The Contractor must, in planning and carrying out any work dealing with the substance, take all reasonable steps:</p> <ul style="list-style-type: none"> (e) to carry out the work concurrently with other work wherever possible; and (f) to otherwise minimise any delaying effects of the work on Completion within the period for Completion. <p>54.3 Responsibility for decontamination</p> <p>Control of, and decontamination with, any hazardous substances is the responsibility of:</p> <ul style="list-style-type: none"> (a) the Principal, in respect of any such substances not identified in the Contract Documents, or not to be located by the Contractor under the Contract, which are discovered on the Site; and (b) the Contractor, in respect of any such substances identified in the Contract Documents or to be located by the Contractor under the Contract. <p>54.4 Decontamination by Principal</p> <p>Where the Principal is responsible for the control of, and decontamination with, any hazardous substances following their location, the Principal's Representative may suspend the whole or any part of carrying out the Works until the hazardous substances are isolated or removed.</p> <p>54.5 Decontamination by Contractor</p> <p>Where the Contractor is responsible for the control of any hazardous substances and decontamination the Site following their location, it must handle, use, isolate, remove and dispose of such substances in accordance with statutory requirements.</p> <p>54.6 Working hours:</p>
55 Asbestos	

Decontamination	<p>55.1 Requirement</p> <p>Where the Contractor is responsible for asbestos decontamination work, including stripping, encapsulation or removal, comply with and carry out all work in accordance with the relevant statutory requirements, standards, codes and guidelines, including but not limited to the requirements of the following, where applicable: -</p> <ul style="list-style-type: none"> ▪ <i>Occupational Health and Safety Act 2000</i> ▪ <i>Occupational Health and Safety Regulation 2001</i> ▪ WorkCover NSW requirements ▪ Worksafe Australia - <i>Asbestos: Code of Practice and Guidance Notes</i> ▪ <i>Environmentally Hazardous Chemicals Act 1985</i> ▪ <i>Waste Avoidance and Resource Recovery Act 2001</i>. <p>Where registration or a licence for the asbestos Decontamination work is required, submit a copy of the current licence or registration certificate.</p> <p>55.2 Notification</p> <p>Notify the local office of WorkCover NSW and the Principal's Representative of the intention to commence any asbestos decontamination not less than seven days prior to such work commencing.</p> <p>55.3 Work method</p> <p>In addition to any other occupational health and safety management provisions of the Contract, provide also the following details of the proposed work: -</p> <ul style="list-style-type: none"> ▪ description of work to be done, proposed methods and work area ▪ description and location of Decontamination units and changing areas ▪ location of drains to be used and type of liquid waste filters ▪ type of respirators or air hoods ▪ description of what will take place if an asbestos fibre leak occurs ▪ what emergency plans including communications will be in place. <p>55.4 Notwithstanding any other provisions of the Contract, submit a program and plan (integrated with the Project Environmental Management Plan, Site-specific Safety Management Plan, and applicable subcontractor/consultant Site-specific Safety/OH&S Management Plan(s) and Safe Work Method Statements) which outline how the requirements of this clause 55 will be met.</p> <p>55.5 Monitoring</p> <p>Provide dust and other required monitoring by an independent testing authority on each day during Decontamination and on completion of Decontamination in each area where Decontamination occurred.</p>
56 Environmental management	<p>General Requirements</p> <p>56.1 The Activity Approval Conditions attached as Appendix 1 must be observed, regardless of whether details contained in the conditions are observed or allowed for in the design of the Works or part thereof provided by the Principal.</p> <p>56.2 The Contractor must avoid unnecessary interference with or damage to native plants and animals or their habitats. If the work could interfere with native plants or animals or their habitats, then the Contractor must inform the Principal's Representative immediately, and stop work until the Contractor has identified an appropriate work method and the Principal's Representative has consented to work resumption.</p> <p>Bringing animals into a Park is an offence under the <i>National Parks and Wildlife Act, 1974</i>. Owners of animals will be subject to the law enforcement processes of the <i>Act</i>, including issue of infringement notices and immediate removal of the animal and animal handler/owner from the Park.</p> <p>56.3 When travelling to a work area, the Contractor and all employees must, unless directed otherwise by the Principal's Representative, use either:</p> <ul style="list-style-type: none"> (a) a marked public trail or road; or (b) if there is no marked public trail or road, then a route specified by the Principal's Representative. <p>The Contractor must not deviate from the required route without the consent of the Principal's Representative.</p> <p>56.4 If the Contractor discovers anything which the Contractor thinks may be an Aboriginal relic or site on the Site, then the Contractor must inform the Principal's Representative immediately and stop work until the Contractor has identified an appropriate work method and the Principal's Representative has consented to work resumption.</p> <p>It is against the law to interfere with or damage Aboriginal relics or sites unless authorised in writing by the DECC to do so.</p>

	<p>56.5 Project Environmental Management Plan Adopt, augment and implement the Project Environmental Management Plan attached as Contract Schedule 2 – Environmental Management Plan. Cover the requirements of this clause 56 and the work under the Contract in the Plan. Add all incomplete information to Contract Schedule 2 and submit a completed copy no later than 7 days before design or construction work for which it applies commences, at least covering that work. Submit revisions to the Plan.</p> <p>56.6 Incident management Before commencing any work on the Site, nominate to the Principal the persons who will be responsible for investigating environmental incidents and initiating corrective actions outside normal working hours. Nominate procedures for contacting them. Notify promptly any changes to such nominations and procedures.</p> <p>56.7 Incident reports Where there is a duty under legislation (particularly under the <i>Protection of the Environment Operations Act 1997</i>) to notify a regulatory authority (such as the Environmental Protection Authority) of incidents that harm or threaten to harm the environment/ecosystems, property or persons, immediately notify the authority and the Principal of any such incident. Use any applicable prescribed form, and immediately supply an additional copy to the Principal. If requested, supply a written report to the Principal in the form directed. Immediately notify the Principal of any prosecution, fine or other penalty issued by an authority for such an incident or a breach. Provide the Principal with a copy of any related notification or notice, and written details of the corrective action taken by the Contractor and the applicable subcontractor to rectify any non-conformance and breach, and to prevent recurrence.</p> <p>56.8 Construction Site Environmental Management Inspection Checklist Provide to the Principal at each regular site meeting a completed <i>Construction Site Environmental Management Inspection Checklist</i> (in the form of Contract Schedule 6) covering all work involving environmental risks and opportunities, and reviewing the reasonable precautions and actions taken. Rectify all non-conformances indicated by the completed Checklists and prevent recurrences.</p> <p>56.9 Failure to comply If at any time the Contractor has not carried out its obligations under this clause 56, then notwithstanding any other provisions of the Contract, no payment will be due to the Contractor until the 7th day after the required action has been carried out.</p>
<p>57 Ecologically sustainable development</p>	<p>57.1 Requirement The NSW Government is committed to Ecologically Sustainable Development and to advancing sustainable development practices generally in the design, construction and operation of built assets, particularly buildings, across the commercial, residential and industrial development sectors. It aims to make buildings healthier and affordable. It also aims to reduce the impact of buildings and other built assets on the environment by reducing the demand on non-renewable resources, such as energy and water, and reducing pollutants and greenhouse gas emissions. Address the applicable Ecologically Sustainable Development principals, performance areas and associated strategies described in the <i>Environmental Performance Guide for Buildings</i> that may be accessed at: http://asset.gov.com.au/environmentguide/. Allow for all the strategies, and applicable objectives, management measures and outcomes required as part of the documentation, provision, implementation and maintenance of the Project Environmental Management Plan.</p> <p>57.2 Restricted Timbers Do not use the following timbers or their products for work under the Contract: (a) rainforest timbers, unless certification is provided that they are plantation grown; or (b) timber from Australian high conservation forests.</p> <p>57.3 Timber Preservatives Do not use timber preservatives containing copper chrome arsenic (CCA) in marine, aquatic or sensitive environments. Use of CCA treated timber in other areas must be approved by the Principal's Representative.</p>
<p>58 Waste management</p>	<p>58.1 Requirement Implement the required waste minimisation and management measures as part of the Project Environmental Management Plan implementation. Recycle and divert from landfill surplus soil, rock, and other excavated or demolition materials, wherever this is practical. Also separately collect and stream quantities of waste concrete, bricks, blocks, timber, metals, plasterboard, paper and packaging, glass and plastics and offer them for recycling or incorporation into the works where practical.</p>

	<p>Ensure that no waste from the Site is conveyed to or deposited at any place that cannot lawfully be used as a waste facility for that waste.</p> <p>58.2 Monitoring</p> <p>Monitor waste volumes and record their method and location of disposal and whether or not that location was a place that could lawfully be used as a waste facility for that waste. Submit to the Principal's Representative every two months a progress report, and a summary report before Completion, on the implementation of waste management measures, including the record of waste volumes generated/recycled/disposed of, and their method and location of disposal, in the form of Contract Schedule 7 – Waste Management Report.</p> <p>Report immediately to the Principal's Representative the details of any waste from the Site which has been conveyed to or deposited at any place that cannot lawfully be used as a waste facility for that waste.</p>
59 Pest control	<p>59.1 Do not use any chemical pesticides and termiticides for new construction work. Use preventive treatment by physical means to minimise the risk of pest infestations.</p> <p>59.2 Chemical treatments may be used in existing buildings only as a last resort for the eradication of pest and termite infestations. Chemical pesticides used for this purpose must be registered by the National Registration Authority for Agricultural and Veterinary Chemicals and applied by a Pest Control Operator licensed by WorkCover NSW.</p> <p>59.3 Pest preventive methods must comply with AS 3660.1:2000 <i>Protection of Buildings from Subterranean Termites</i>, except for references to chemical soil barriers, as well as supplementary standards for existing buildings.</p>
60 Work method	<p>60.1 If the Contract prescribes a particular work method or the Principal or Principal's Representative directs that a particular work method must be used to the exclusion of the other work methods, then that work method is part of the Contract.</p> <p>60.2 Otherwise, the work method is not part of the Contract and the Contractor is free to use any work method. This is so even though, before or after acceptance of the Contractor's tender, the Contractor made known to the Principal the Contractor's proposed work method and the Principal accepted or approved it.</p> <p>60.3 If the work method is not part of the Contract, the fact that the proposed work method is impractical or impossible or the Contractor, with or without the approval of the Principal's Representative, uses another work method will:</p> <ul style="list-style-type: none"> (a) not entitle the Contractor to make a claim on the Principal; (b) not be grounds for an extension of time for Completion; or (c) not cause the Contract to be frustrated.
61 Industrial relations management	<p>61.1 The Contractor must systematically manage, and ensure all subcontractors manage, all aspects of industrial relations with employees on the Site and otherwise in connection with the Contract.</p> <p>61.2 Subject to the provisions of any relevant statutory requirement and the express provisions of the Contract, the Contractor must comply, and ensure all subcontractors comply, with the NSW Government <i>Industrial Relations Management Guidelines</i>. A copy may be obtained at: http://www.construction.nsw.gov.au/publications.</p> <p>61.3 The Contractor acknowledges that it has allowed in the Contract Sum for all the costs and expenses involved with complying with all relevant awards, memoranda of understanding, enterprise and industrial agreements, project specific agreements/awards and all other employer obligations.</p> <p>61.4 The Contractor must ensure that the rates of pay and conditions of employment specified in the relevant awards, enterprise and industrial agreements, project specific agreements/awards and relevant legislation, for all employees of the Contractor and subcontractors, are always observed in full.</p> <p>61.5 The Contractor must keep the Principal fully and promptly informed of industrial relations issues which affect or are likely to affect the carrying out of the Works.</p> <p>61.6 Submit, before beginning work on the Site, confirmation that the Contractor will comply with the industrial relations aspects of the <i>NSW Government Code of Practice for Procurement</i>.</p> <p>61.7 If at any time the Contractor has not carried out its obligations under this clause 61, then notwithstanding any other provision of the Contract, no payment will be due to the Contractor until the 7th day after the required action has been carried out.</p>
62 Standards	<p>62.1 Where the Contract requires compliance with a standard or code, unless otherwise specified that standard or code must be the one current at the closing date for tenders, except for the Building Code of Australia, which must be the one current at the date of Completion of the Works.</p>
63 Cleaning up	<p>63.1 All visible external and internal surfaces, including fittings, fixtures and equipment, must be free of marks, dirt, dust, vermin and unwanted materials, as a condition of Completion.</p>

64 Proprietary items	<p>64.1 Identification by the Principal of a proprietary item does not imply exclusive preference for the item so identified, but indicates the required properties of the item.</p> <p>64.2 The Contractor may offer an alternative to any proprietary item by applying in writing for approval to use the alternative. Except to the extent that the approval, if any, of the Principal of an alternative includes a contrary provision, the approval will constitute a Variation, and be subject to the adopting of the alternative not directly or indirectly resulting in any increase in the cost to the Principal of the Works or in any delay in carrying out the Works.</p>
65 Additional security and obligations for trustees	<p>65.1 If the Contractor is a trustee and if otherwise required by the Principal: -</p> <ul style="list-style-type: none"> (a) within 14 days of the date of the Principal's letter of acceptance, the Contractor must give the Principal an Unconditional Undertaking as security for any amount stated in the Contract Information, in the form of Schedule 1 – Form of Unconditional Undertaking, provided by a financial institution acceptable to the Principal. (b) the security will be retained by the Principal against the due and proper performance of the Contract by the Contractor. (c) unless the Principal has made or intends to make a demand against the Unconditional Undertaking, the Principal will return the Unconditional Undertaking within 28 days after the date of Completion of the Works. <p>65.2 If the Contractor is a trustee, in accordance with the signed statement provided to the Principal, the Contractor warrants that it will and must ensure that, for the duration of the Contract, the total value of the trust beneficiaries' loans to the trustee is always greater than the total value of trust beneficiaries' loans from the trustee.</p> <p>65.3 GST is not applicable on Security.</p>

CONTRACT SCHEDULE 2 – 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 non-conformances	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	EPA/DECC, local council and other noise limits will be adhered to. Equipment will be kept in good repair and condition. The Contractor will contact, co-operate and coordinate with neighbouring facility operators				
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				

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 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>				
Records	<p>Sufficient records to demonstrate appropriate environmental management</p> <p>Notifications and Fines from the EPA/DECC and the resulting Corrective Action</p>	<p>This Environmental Management Plan and modifications to suit this Contract will be submitted to the Principal's Representative.</p> <p>The Environmental Management Plans will be updated as required</p> <p>Appropriate progress and other reports will be submitted to the Principal's Representative.</p> <p>The Principal's Representative will be notified of all EPA/DECC action and Fines from the EPA/DECC and the resulting Corrective Action.</p> <p>All records will be securely filed using an effective document retrieval system</p>				

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
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Design

Energy Conservation	Integrate energy efficient measures into the design	Energy efficient equipment and systems will be designed and energy efficiency in design will be a performance criteria				
Alternate Fuels	Assess the impact of fuel types and alternatives in the design in selecting systems and equipment, and minimise detrimental impacts	Equipment and systems that maximise the use of low environmental impact fuels will be designed and appropriate fuel selection will be key design performance criteria				
Waste Avoidance	Minimise unrecyclable materials and waste materials as a consequence of the design	Waste minimisation and recycling potential will be addressed in the design with strategies and actions to minimise waste				
Material Selection	Minimise detrimental impacts and maximise enhancement opportunities	Materials impacts with toxic pollution, resource depletion and energy used in manufacture will be addressed in selections				

Manufacture

Manufacturing processes	Damage to eco-systems as a result of manufacturing processes is minimised	Selection of manufacturing processes will be review and adjust where possible to minimise energy and water demands and waste generation, and goods and substances supply managed with appropriate procedures to suit the applicable licences/regulations				
Manufacturing waste minimisation	Waste materials resulting from all manufacturing is minimised	Supply subcontracts will include this as a condition, and subcontractor compliance will be monitored and ensured				

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
Handling and Storage						
Dangerous Goods	Dangerous goods and substances are identified and managed according to statutory requirements	Dangerous goods and substances will be identified, the appropriate licences obtained, and appropriate documented management procedures implemented				
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				
Removal and Making Good						
Reinstatement	Re-instatement of damaged eco-systems and features to their previous condition	Relevant areas of the Site will be cleaned and re-instated				

CONTRACT SCHEDULE 3 – OCCUPATIONAL, HEALTH AND SAFETY PLAN

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

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

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

Contract/work and work site(s): _____

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

Contractor's Representative: _____ Tel: _____

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

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

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

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

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

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

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

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

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

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

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

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

CONTRACT SCHEDULE 5 – STATUTORY DECLARATION**Definitions**Oaths Act (NSW)
Ninth Schedule*The Principal is**The Contractor is*

ACN/ABN.....

The Contract is Contract No.

Contract Title.....

dated(date of Principal's letter of acceptance) between the party identified as the Principal and the party identified as the Contractor.

Declaration*Full name* I,*Address* of

do hereby solemnly Declare and affirm that:

- 1 I am the representative of the Contractor in the Office Bearer capacity of

*Insert position
title of the
Declarant*

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

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

- 3 All remuneration payable to the Contractor's relevant employees for work done in connection with the Contract to the date of this statutory Declaration has been paid and the Contractor has made provision for all other benefits accrued in respect of the employees.

Relevant employees are those engaged in carrying out the work done in connection with the Contract.

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

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

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

Delete the words
in italics that are
not applicable.

- 5 Where the Contractor is also a principal contractor for work done in connection with the Contract, the Contractor has been given a written statement in its capacity of principal contractor under section 127(2) of the Industrial Relations Act 1996 by each subcontractor in connection with that work stating that all remuneration payable by each subcontractor to the subcontractor's relevant employees for work done in connection with the Contract to the date of this Declaration has been paid, and each subcontractor has made provision for all other benefits accrued in respect of each subcontractor's employees.

- 6 I am aware that the Industrial Relations Act 1996 requires any written statement provided by subcontractors must be retained for at least 6 years after it was given and Declare that the Contractor has accordingly made arrangements for the secure retention of the written statements.

WORKERS COMPENSATION INSURANCE OF THE CONTRACTOR'S WORKERS

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

WORKERS COMPENSATION INSURANCE FOR WORKERS OF SUBCONTRACTORS

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

EMPLOYER UNDER THE PAY-ROLL TAX ACT

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

PAYMENTS TO SUBCONTRACTORS

- 16 The Contractor has paid every subcontractor, supplier and consultant all amounts payable to each of them by the Contractor as at the date of this statutory Declaration with respect to engagement of each of them for the performance of work or the supply of materials for or in connection with the Contract.
- 17 The provisions of clause "SECURITY OF PAYMENT", if included in the Contract, have been complied with by the Contractor.
- 18 The Contractor has been informed by each subcontractor and consultant to the Contractor (except for subcontracts and agreements not exceeding \$25,000 at their commencement) by written statement in equivalent terms to this Declaration (made no earlier than the date 14 days before the date of this Declaration):
- .1 that their subcontracts with their subcontractors, consultants and suppliers comply with the requirements of clause "SECURITY OF PAYMENT", if included in the Contract, as they apply to them; and
 - .2 that all of their employees, subcontractors, consultants and suppliers, as at the date of the making of such a statement have been paid all remuneration and benefits due and payable to them by, and had accrued to their account all benefits to which they are entitled from, the subcontractor or consultant of the Contractor or from any other of their subcontractors or consultants (except for their subcontracts and agreements not exceeding \$25,000 at their commencement) in respect of any work for or in connection with the Contract.
- 19 I am not aware of anything to the contrary of any statutory Declaration referred to in paragraph 18 of this Declaration and on the basis of the statements provided, I believe the matters set out in paragraph 18 to be true.
- 20 And I make this solemn Declaration, as to the matters aforesaid, according to the law in this behalf made, and subject to the punishment by law provided for any wilfully false statement in any such Declaration.

Signature of
Declarant

.....

Declared at

Place

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” and “subcontractor” (including “supplier” and “consultant”) have the meanings given in or applicable under the Contract.
2. * The Declaration must be made before one of the following persons:
 - (a) where the Declaration is sworn within the State of New South Wales:
 - (i) a justice of the peace of the State of New South Wales;
 - (ii) a solicitor of the Supreme Court of New South Wales with a current practising certificate;
 - (iii) a notary public; or
 - (iv) another prescribed person legally authorised to administer an oath under the Oaths Act (NSW); or
 - (b) where the Declaration is sworn in a place outside the State of New South Wales:
 - (i) a notary public; or
 - (ii) any person having authority to administer an oath in that place.

CONTRACT SCHEDULE 6 – CONSTRUCTION SITE ENVIRONMENTAL MANAGEMENT INSPECTION CHECKLIST (guide only)

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

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

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

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

Weather conditions (tick (✓) appropriate boxes):

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

Other (provide description): _____

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

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

waste material disposed of offsite (Waste Management Report)?			
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3 Soil Disturbance and Erosion Control	Yes	No	Comments & Actions
3.1 Have required erosion control measures been correctly installed and are they functional? Check that there are: <ul style="list-style-type: none"> ▪ no gaps in silt fences/barriers; ▪ no material lying across filter material or build up of silt; or ▪ no obvious signs of significant seepage through fences. 			
3.2 Are there any obvious signs of overflow from sediment detention basins?			
3.3 Are there any obvious signs of uncontrolled drainage leaving the site?			
3.4 Are drainage inlets protected by sediment trapping measures?			
3.5 Are any materials, temporary structures/works in drainage lines?			
3.6 Where required, are drainage outlets provided with energy dissipaters to minimise erosion?			
3.7 Have works been scheduled to minimise areas exposed at any one time?			
3.8 Are areas where construction activities have ceased being stabilised and rehabilitated?			
3.9 Is there minimal dirt on adjacent public roads?			
3.10 Are diversion banks and drains located appropriately?			

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

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

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

7 <u>Air Quality</u>	Yes	No	Comments & Actions
7.1 Is dust suppression equipment readily			

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

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

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

10 <u>Archaeology/Heritage</u>	Yes	No	Comments & Actions
10.1 Are all required protection measures in place and functional?			

10.2 Are construction materials stored outside heritage protection zones?			
10.3 Are any obvious signs of construction activity within protected areas?			
10.4 Is any vibrating equipment being used adjacent to heritage items?			

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

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

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

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

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

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

CONTRACT SCHEDULE 7 – WASTE MANAGEMENT REPORT

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

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

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

Waste - VEGETATION AND CONSTRUCTION AND DEMOLITION MATERIALS

Note: fill out ten (10) categories

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

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

Definitions of waste and purchasing materials

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

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

Purchases

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

Waste

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

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

4. TECHNICAL SPECIFICATION

5. DRAWINGS

KARAMEA HOMESTEAD WORKS – RFT: BTA-0708-002

SCOPE OF WORKS & SPECIFICATION

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1. INTRODUCTION AND HERITAGE SIGNIFICANCE

Curracabundi Historic Precinct is approximately 340 kilometres north from Sydney and 75 kilometres north-west of Gloucester. Karamea Homestead is located within the Curracabundi Historic Precinct at the eastern end and sits on the upper reaches of the Barnard River.

The Karamea Precinct and homestead complex are of local heritage cultural value.

All aspects and features of the place are of significance. It is essential that contractors understand that the place has heritage values and act to protect both building fabric and site from any damage or impacts during the construction phase. All contractors and personnel on the site are required to ensure that at all times both the built and natural heritage is protected from damage.

The Homestead complex comprises a number of structures – the original homestead, a greenhouse, machine shed, workers cottage and stockyards. The homestead sits within a well-established garden. The fabric of the homestead is of high significance – this is where the proposed works are taking place. It is therefore essential that contractors take the utmost care in how the works are planned and carried out.

The proposed scope of works is to alter and refurbish the existing kitchen, carry out essential repair works to the whole house where affected by termite damage, refurbish the existing bathroom and build a second bathroom in an existing room, and generally repair deteriorating fabric.

2. SCOPE OF WORKS

2.1 External:

2.1.i Roof

- Carry out assessment of roof.
- Re-fix or replace all loose fixings with matching fixing (not self-drive hex heads)
- Repair small holes (up to 10mm) with bituminous sealer.
- Replace sheets where rust damaged using compatible metals (galvanised iron).
- Paint with rust inhibitor
- Paint whole of roof with roofing paint to match existing colour

2.1.ii Gutters & Downpipes

- Check over all gutters and rectify any anomalies in the gradients to ensure that water flows to downpipes and away from building.
- Repair existing gutters where practical, using profile to match existing
- Replace or re-fix loose gutter brackets.
- Replace guttering on west and south west verandah, complete with downpipes directed away from building.
- Install new guttering on east and north verandah, complete with downpipes directed away from building.
- Remove gutter from across gable on eastern wall.
- Replace missing sections as indicated on Drawing number 0507-01B
- Install spreader from main roof over verandah on eastern side.

2.1.iii Wall Cladding

- Remove synthetic cladding to gabled front on eastern side and eastern wall of kitchen wing, and replace with splayed weatherboards. Repair any termite damage to structure.
- Repair / replace weatherboards on north-west corner (G10)
- Repair / replace missing and damaged weatherboards on south wall (G8)
- Install weatherboards to fill gap on southern wall of G11
- Install R3 insulation batts installed to manufacturer's instructions in wall cavity, and sarking, wherever external cladding is removed

2.1.iv Subfloor soil removal

- See items for Verandah G13, Verandah G11 Bathroom G6 and Bathroom G10

2.1.v Subfloor enclosure

- Provide appropriate mesh around perimeter of sub floor area to prevent access under homestead.

2.1. vi Paving

- Remove sections of brick paving under pergola, retain for re-laying
- Remove sections of root and re-lay paving to grades avoiding protruding edges.

- Create a concrete hob on western side of paved area to form a step. Slope to divert water away from step.
- Level soil to concrete edge on western side of pergola area to create a step down to paved area. Provide shallow dish drain to take water away but not to create a trip hazard.

2.1.vii. Communications

- Relocate cable of satellite dish to adjacent to vent pipe on south wall of kitchen/laundry G8.

2.1.viii. Pergola structure

- Replace existing pergola structure, keeping wisteria in place. See item G15.

2.1.ix. Front stairs

- Demolish existing stairs.
- Build new brick and rendered stairs to design (to match original stairs of homestead). The new stairs will match the existing wooden ones in dimension. Design to be supplied at site meeting.

2.1.x. Painting

- Prepare and paint new external timbers to match existing, only where timbers have previously been painted.
- Prepare all other previously painted timberwork and re-paint.

2.1.xi. New Windows

- Remove existing aluminium windows to G7 and G8 and replace with timber framed windows to detail.

2.1.xii. Miscellaneous

- Check levels of flooring from underside of house, re-pack between joists and piers where loose. If required jack and level at south end of house.
- Check each window and door and overhaul as required to ensure ease of use
- Make serviceable all latches and locks on windows and doors
- Reglaze windows or re-putty as required
- Replace tank stand with like and install corrugated galvanised steel rainwater tank to southern wall.
- Install R3 insulation batts to whole of ceiling area of house.

2.2 G8 Existing Kitchen and Laundry

- Remove plasterboard from above rafters
- Provide walkway for ceiling access
- Install four hanging beams and collar ties into roof structure according to engineer's specification.
- New plasterboard ceiling installed underside of existing rafters complete with cornice.
- Insulation batts to be installed between rafters in roof space.

- Build stud wall between kitchen and laundry (refer to drawing 0507-01B for location). Linings each side villaboard, timber jambs and solid core door. Architraves and skirting. Paint finish.
- Remove kitchen cupboard doors and bench top for replacement.
- Install new kitchen cupboard doors and bench top as specified.
- Remove existing stove and install new stove and rangehood.
- Install new exhaust fan.
- Remove existing dishwasher and install new dishwasher.
- Build new breakfast bench (refer to drawing 0507-01B for location).
- Supply and install new storage cupboard (refer to drawing 0507-01B for location).
- Install new floor coverings.
- Carry out finishing works to replacement window on east wall.
- Paint interior walls, ceiling and cornice.
- Replace light fittings.
- In **Laundry** remove existing HWS and replace with new (refer to drawing 0507-01B for location).
- Refurbish laundry including new CFC floor, floor waste, tiles.
- Remove existing door upper panels and replace with glass.
- Build new stud wall with villaboard linings to create new **WC**.
- Install new door.
- Install drainage and supply lines, install new pan and basin.
- Install electricals to suit.

2.3. G7 Existing Living Room

- Install new hanging beams in roof space to engineer's detail. See drawing number -Bill Jordan & Associates Q009-S1
- Remove existing setting tape, re- tape and set ceiling.
- Remove existing air conditioning unit and replace with new system
- Install new floor coverings
- Install new cornices.
- Carry out finishing works –sill and architraves- to replacement window on east wall.
- Paint finish to walls and ceiling

2.4 G1A and G1B Hallway

- Install new hanging beams in roof space to engineer's detail. See drawing number Bill Jordan & Associates Q009-S1.
- Replace / repair damaged floorboards (refer to drawing 0507-01B for location).
- Replace / repair damaged lining boards (refer to drawing 0507-01B for location).
- Paint finish

2.5 G2 Bedroom

- Replace / repair damaged floorboards (refer to drawing 0507-01B for location).
- Finish to match existing
- Install ceiling fan
- Paint finish

2.6 G3 Bedroom

- Replace / repair damaged floorboards (refer to drawing 0507-01B for location).
- Replace / repair damaged lining boards including ceiling (refer to drawing 0507-01B for location).
- Install ceiling fan
- Paint finish

2.7 G4 Bedroom

- Replace / repair damaged floorboards (refer to drawing 0507-01B for location).
- Replace / repair damaged lining boards (refer to drawing 0507-01B for location).
- Install ceiling fan
- Paint finish

2.8 G5 Bedroom

- Replace / repair damaged floorboards (refer to drawing 0507-01B for location).
- Replace / repair damaged lining boards (refer to drawing 0507-01B for location)
- Install ceiling fan
- Paint finish

2.9 G6 Bathroom – see Drawing No's 0507- 01B, 0507- 04

- Remove existing bathroom fittings and dispose. Cap off services for future re-use.
- Remove wall linings. Repair any termite damage in structure.
- Remove floorboards and replace with CFC sheets.
- Install appropriate flashings / waterproofing at floor and wall junctions.
- New wall linings
- New floor tiles
- Install new fixtures and fittings to design
- New exhaust fan
- Paint finish

2.10 G10 Bathroom– see Drawing No's 0507- 01B, 0507- 04

- Carefully remove existing wall linings and floor boards.
- Make good existing sub-floor and wall structure
- Excavate any build-up of sub-floor soil
- New fitout according to plan.

- Install drainage lines to connect to existing septic tank.
- Install hot and cold water pipes.
- Install electrical cable.
- New ceiling and wall linings, and CFC sheet flooring.
- New joinery – windows and doors.
- Install new electric HWS
- Install new fixtures and fittings
- New tiles to floor and walls, according to plan.
- Paint finish

2.11 G11 Verandah

- Replace support posts and head beam to match dimensions of existing
- Install new sub-floor framing
- Install new T&G verandah floor

2.12 G12 Store room

- Carefully dismantle existing work benches for reassembly.
- Replace / repair damaged lining boards (refer to drawing 0507-01B for location).
- Re-assemble work benches in location from where removed.
- Paint finish lining boards.

2.13 G13 & G14 Verandah

- Remove boards to enable repair of sub-floor structure. Carry out any required excavation of sub floor area to give sufficient clearance to timbers.
- Remove woodbox on eastern wall.
- Dismantle timber cupboard, for reassembly.
- Repair sub floor structure.
- Repair / replace damaged floorboards.
- Provide sub floor access for pest inspection.

2.14 G15 Pergola

- Rebuild pergola to match existing, with timbers to match original in type, size, and dimensions . The existing wisteria vine must be preserved in its entirety, in its existing place.

SPECIFICATION

1. DEMOLITION & EXCAVATION

1.1. External

-

1.1.i Wall Cladding

- Remove synthetic cladding to gabled front on eastern side and eastern wall of kitchen wing, for replacement with splayed weatherboards.
- Remove only damaged weatherboards, on north-west corner (G10)
- Remove only damaged weatherboards, on south wall (G8)

1.1.ii Subfloor soil removal

- See items for Verandah G13, Verandah G11, Bathroom G10 and Bathroom G6 if required.

1.1. iii. i Paving

- Remove sections of brick paving under pergola, retain for re-laying.

1.1.iv. Front stairs

- Demolish existing stairs.

1.2. **G8 Existing Kitchen and Laundry**

- Remove plasterboard from above rafters
- Remove kitchen cupboard doors and bench top for replacement.
- Remove stove and dishwasher for replacement.
- In **Laundry** remove existing HWS to replace with new (refer to drawing 0507-01B for location).

1.3. **G7 Existing Living Room**

- Remove existing aluminium window, to be replaced to detail, drawing no. 0507-05.
- Remove existing air conditioning unit, to be replaced with new.

-

1.4 **G1A and G1B Hallway**

- Remove sections of lining boards as required (refer to drawing 0507-01B for location).

1.5. **G3 Bedroom**

- Remove sections of lining boards as required (refer to drawing 0507-01B for location).

1.6. **G4 Bedroom**

- Remove sections of lining boards as required (refer to drawing 0507-01B for location).

1.7. G5 Bedroom

- Remove sections of lining boards and floorboards as required (refer to drawing 0507-01B for location).

1.8. G6 Bathroom

- Remove existing bathroom fittings and dispose. Cap off services for future re-use.
- Remove wall linings
- Remove flooring and sections of damaged sub-floor structure.

1.9. G10 Bathroom

- Carefully remove existing wall linings and floor boards.
- Excavate any build-up of sub-floor soil to required level to ensure sub-floor clearance in accordance with BCA.
- Excavate for the installation of drainage lines to connect to existing septic tank.

1.10. G11 Verandah

- Remove two posts and beam (carefully prop roof before removal)
- Excavate sub-floor soil to required level to ensure sub-floor clearance in accordance with BCA.

1.11. G12 Store room

- Carefully dismantle existing work benches and mark for reassembly.
- Remove damaged lining boards (refer to drawing 0507-01B for location).

1.12. G13 & G14 Verandah

- Remove boards to enable repair of sub-floor structure. Carry out any required excavation of sub floor area to give sufficient clearance to timbers to ensure sub-floor clearance in accordance with BCA.
- Dismantle cupboard, and mark pieces for re-assembly.
- Remove woodbox on eastern wall.

2. ROOFER

The aim of these works are to ensure that the roof remains intact and waterproof under the local or regional ambient climatic conditions, and that stormwaters are directed away from the building.

2.1.i Roof

- Carry out assessment of roof to ascertain extent of works required. Works to be agreed upon with Project Manager before works commence.

Works to include the following:

- Re-fix or replace all loose fixings with matching fixing (not self-drive hex heads). Use fixings to match in same locations unless there is insufficient

purchase in battens in which case relocate fixing hole or use a slot head screw fixing with neoprene washer.

- Repair small holes (no more than 10mm in diameter) with bituminous sealer according to manufacturer's instruction.
- Replace sheets where rust damaged using compatible metals. Allow for replacement of ten (10) sheets of corrugated galvanised iron. Cut out damaged sections only and fit new section to match gauge and size of corrugations with sufficient lap for watertightness.
- Retain short sheets.
- Paint with rust inhibitor according to manufacturer's instructions.
- Roof will be painted with roofing paint to match existing colour (by Painter)

2.1.ii Gutters & Downpipes

- Allow a Provisional Sum of \$ 2000 to carry out these works.
- Carry out assessment of gutters and downpipes to ascertain extent of works required. Extent of works to be agreed upon with Project Manager before works commence.

Works to include the following:

- Check over all gutters and rectify any anomalies in gradients to ensure water flows to downpipes, and then away from building.
- Repair existing gutters where practical, using profile and compatible metal to match existing.
- Replace or refix loose gutter brackets.
- Replace guttering on west and south west verandah using galvanised, ogee profiles on the building, complete with galvanised downpipes directed away from building. Downpipes to be circular profile to match existing.
- Install new galvanised guttering on east and north verandah using ogee gutter profiles on the building, complete with galvanised, circular downpipes directed away from building.
- Remove gutter from across gable on eastern wall (outside G7)
- Replace missing sections as indicated on Drawing number 0507-01B.
- Install spreader, using 75mm diameter galvanised downpipe, from main roof, to discharge over verandah on eastern side as indicated on Drawing number 0507-01B.
- **ROOFER** to allow to connect downpipes into new rainwater tank.

3. CARPENTER

The aim of these works is to carry out careful repairs and refurbishment of existing elements of the homestead.

Generally:

- Install R3 insulation batts installed to manufacturer's instructions in wall cavity, and sarking wherever external cladding is removed.
- Install R3 insulation batts installed to manufacturer's instructions in wall cavity, wherever internal lining is removed.

- Install R3 insulation batts installed to manufacturer's instructions in ceiling cavity, over whole of house

3.1.i Wall Cladding

- To gabled front on eastern side and eastern wall of kitchen wing, install splayed weatherboards where synthetic cladding has been removed. Weatherboards to match those on house in material and dimension and detail. Prior to fixing weatherboards, ascertain extent, if any, of termite damage to structure and report extent to Project Manager, The scope of repair works, relating to unseen termite damage in the structure only, to be agreed with Project Manager and will be treated as a variation. Repair using like for like materials, prior to installation of new weatherboards. Do not use nail gun, use galvanised nails, punched and filled. Ends of weatherboards to be primed prior to installation.
- Install splayed weatherboards on north-west corner where damaged boards have been removed (G10). Prior to fixing weatherboards, ascertain extent, if any, of termite damage to structure, and report extent to Project Manager before commencing repair works. Repair using like for like materials, prior to installation of new weatherboards. Do not use nail gun, use galvanised nails, punched and filled. Ends of weatherboards to be primed prior to installation.
- Replace damaged and missing splayed weatherboards on south wall (G8). Prior to fixing weatherboards, ascertain extent, if any, of termite damage to structure, and report extent to Project Manager before commencing repair works. Repair using like for like materials, prior to installation of new weatherboards. Do not use nail gun, use galvanised nails, punched and filled. Ends of weatherboards to be primed prior to installation.
- Install R3 batts in wall space, and sarking, wherever external cladding is removed

3.1.ii Subfloor soil removal

- See items for Verandah G13, Verandah G11, Bathroom G6 and Bathroom G10.

3.1.iii. Subfloor enclosure

- Provide appropriate steel mesh around perimeter of sub floor area to prevent ingress under homestead. Mesh to be approx 100 x 100mm aperture, fixed directly behind piers second row back from edge of house. There will need to be a removable, timber-framed panel for access, location to be agreed with Project Manager. Attach mesh sections to piers using wire rather than fixings into the piers. Nominate the material to be used and gain approval from Project Manager before proceeding.

3.1.iv. Pergola structure

- See item Pergola G15

3.1.v. Front stairs

- Build new stairs to design (to match original stairs of homestead).

These are of brick with rendered finish, see Drawing number 0507-05 (location) and 0507-05 (detail)

3.2 G8 Existing Kitchen and Laundry

- Provide and install hanging beams to engineer's specifications. See Drawing number Bill Jordan & Assoc Q009-S1 and 0507-05.
- Over Kitchen area only provide and install 2 x 220x35 F27 counter beams, and 2 x 220 x 35 hanging beams attached to counter beam using U shaped shoe type brackets, 2M12 bolts, according to Drawing No 0507 - 04
- Provide walkway for ceiling access. Walkway to be 19mm Structaboard 'yellow tongue' floor sheet approx 600mm wide and laid in the centre of the ceiling lengthways from end wall to end wall directly under ridge.
- New 10mm plasterboard ceiling installed underside of existing rafters, taped and set according to manufacturer's instructions. Install 90mm cove style cornice around kitchen, laundry, and WC.
- Install R3 insulation batts in ceiling between joists over whole of this ceiling area. Cut to fit neatly and tightly, leaving no gaps.
- Construct 90 x 45mm stud wall between kitchen and laundry from floor to ceiling (refer to drawing 0507-01B for location) using termite resistant timber (LOSP if treated). Linings each side to be villaboard, affixed according to manufacturer's instructions and taped and set with plaster. Junctions between existing and new walls to be taped and set. Timber jambs to be termite resistant, set straight and plumb. Install solid core door with three (3) 100mm steel butt hinges and door furniture (passage set, style to be advised.)
- Construct 90 x 45mm stud wall between new kitchen and laundry wall from floor to ceiling to create new WC (refer to drawing 0507-01B for location) using termite resistant timber (LOSP if treated). Linings each side to be villaboard, affixed according to manufacturer's instructions and taped and set with plaster. Junctions between existing and new walls to be taped and set. Timber jambs to be termite resistant, set straight and plumb. Install solid core door with three (3) 100mm steel butt hinges and door furniture (passage set and privacy lock, style to be advised).
- Install new 16mm CFC sheet flooring in laundry and WC, fixed according to manufacturer's instructions.
- Install waterproof membrane according to manufacturer's instructions.
- Install new 90 x 19 DAR finger-jointed radiata pine architraves to new openings. Install 140 x 19 DAR finger-jointed radiata pine skirting to laundry side and WC. Prime backs of boards before installation. Paint finish.
- Carefully remove upper timber panels in external door to laundry and glaze, using 4mm clear glass. Putty and replace mouldings.
- Install new kitchen cupboard doors and bench top as specified.
- Build new breakfast bench to detail (refer to drawing 0507-01B for location).
- Supply and install new storage cupboard to detail (refer to drawing 0507-01B for location).
- Remove existing aluminium window and replace with timber framed window to match original. Installation of new window to include correct flashings to ensure watertightness and replacement of architraves. Detail to be supplied at site meeting.

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3.3. G7 Existing Living Room

- Install new hanging beams in roof space to engineer's detail. See drawing number Bill Jordan & Assoc Q009-S1
- Remove existing aluminium window and replace with timber framed window to match original. Installation of new window to include correct flashings to ensure watertightness and replacement of architraves. Detail to be supplied.
- Reframe opening left by removal of air-conditioner and replace cladding to wall
- Retape ceiling and install cornice on western wall/ceiling joint to match existing.

3.4 G1A and G1B Hallway

- Install new hanging beams in roof space over to engineer's detail. See drawing number Bill Jordan & Assoc Q009-S1
- Replace / repair damaged floorboards by carefully cutting out damaged sections only and repair with hardwood boards to match existing in width and thickness, scribed to fit joints neatly (refer to drawing 0507-01B for location). Nail using bullet head galvanised nails, punched below surface. No use of nail gun. Prior to fixing floorboards, ascertain extent, if any, of termite damage to structure and report extent to Project Manager, The scope of repair works, relating to unseen termite damage in the structure only, to be agreed with Project Manager and will be treated as a variation. Repair using like for like materials, prior to installation of new floorboards.
- Floor finish to match existing
- Replace / repair damaged lining boards by carefully cutting out damaged sections only and repair with boards to match existing in width and thickness and detail (beading detail), scribed to fit joints neatly (refer to drawing 0507-01B for location). Prior to fixing lining boards, ascertain extent, if any, of termite damage to structure and report extent to Project Manager, The scope of repair works, relating to unseen termite damage in the structure only, to be agreed with Project Manager and will be treated as a variation. Repair using like for like materials, prior to installation of new lining boards.
- Replace and repair scotia, quad and picture rail linings, to match existing in type, profile, dimensions and finish. Nominate extent of work in tender response.
- Paint finish lining boards and all doors.
- Refit front door so that it aligns with existing jamb and meets acceptable tolerances (5mm)

3.5 G2 Bedroom

- Paint finish sheet linings to walls and ceiling

3.6 G3 Bedroom

- Replace / repair damaged floorboards by carefully cutting out damaged sections only and repair with hardwood boards to match existing in width and thickness, scribed to fit joints neatly (refer to drawing 0507-01B for location). Nail using bullet head galvanised nails, punched below surface. No use of

nail gun. Prior to fixing floorboards, ascertain extent, if any, of termite damage to structure and report extent to Project Manager, The scope of repair works, relating to unseen termite damage in the structure only, to be agreed with Project Manager and will be treated as a variation. Repair using like for like materials, prior to installation of new floorboards.

- Floor finish to match existing
- Replace / repair damaged lining boards by carefully cutting out damaged sections only and repair with boards to match existing in width and thickness and detail (beading detail), scribed to fit joints neatly (refer to drawing 0507-01B for location). Prior to fixing lining boards, ascertain extent, if any, of termite damage to structure and report extent to Project Manager, The scope of repair works, relating to unseen termite damage in the structure only, to be agreed with Project Manager and will be treated as a variation. Repair using like for like materials, prior to installation of new lining boards.
- Paint finish lining boards.

3.7 G4 Bedroom

- Replace / repair damaged floorboards by carefully cutting out damaged sections only and repair with hardwood boards to match existing in width and thickness, scribed to fit joints neatly (refer to drawing 0507-01B for location). Nail using bullet head galvanised nails, punched below surface. No use of nail gun. Prior to fixing floorboards, ascertain extent, if any, of termite damage to structure and report extent to Project Manager, The scope of repair works, relating to unseen termite damage in the structure only, to be agreed with Project Manager and will be treated as a variation. Repair using like for like materials, prior to installation of new floorboards.
- Floor finish to match existing
- Replace / repair damaged lining boards by carefully cutting out damaged sections only and repair with boards to match existing in width and thickness and detail (beading detail), scribed to fit joints neatly (refer to drawing 0507-01B for location). Prior to fixing lining boards, ascertain extent, if any, of termite damage to structure and report extent to Project Manager, The scope of repair works, relating to unseen termite damage in the structure only, to be agreed with Project Manager and will be treated as a variation. Repair using like for like materials, prior to installation of new lining boards.
- Paint finish lining boards.

3.8 G5 Bedroom

- Replace / repair damaged floorboards by carefully cutting out damaged sections only and repair with hardwood boards to match existing in width and thickness, scribed to fit joints neatly (refer to drawing 0507-01B for location). Nail using bullet head galvanised nails, punched below surface. No use of nail gun. Prior to fixing floorboards, ascertain extent, if any, of termite damage to structure and report extent to Project Manager, The scope of repair works, relating to unseen termite damage in the structure only, to be agreed with Project Manager and will be treated as a variation. Repair using like for like materials, prior to installation of new floorboards.
- Floor finish to match existing

- Replace / repair damaged lining boards by carefully cutting out damaged sections only and repair with boards to match existing in width and thickness and detail (beading detail), scribed to fit joints neatly (refer to drawing 0507-01B for location). Prior to fixing lining boards, ascertain extent, if any, of termite damage to structure and report extent to Project Manager, The scope of repair works, relating to unseen termite damage in the structure only, to be agreed with Project Manager and will be treated as a variation. Repair using like for like materials, prior to installation of new lining boards.
- Paint finish lining boards.

3.9 G6 Bathroom – see Drawing No 0507-04

- After removal of wall linings and floor ascertain extent, if any, of termite damage to structure and report extent to Project Manager, The scope of repair works, relating to unseen termite damage in the structure only, to be agreed with Project Manager and will be treated as a variation. Repair using like for like materials, prior to installation of new linings and floor.
- Excavate sub-floor area to depth allowing for acceptable clearance of sub-floor structure in accordance with BCA.
- Co-ordinate with plumber and electrician for installation of services.
- Install new 16mm CFC sheet flooring, fixed according to manufacturer's recommendations.
- Supply and install waterproof membrane in accordance with manufacturer's recommendations. Nominate system to be used and seek approval from Project Manager prior to installation.
- Install appropriate flashings for waterproofing at floor and wall junctions. Install full length vertical flashing at wall junction where shower is installed.
- Install new wall linings using villaboard, fixed according to manufacturer's instructions. Tape and set for tile and paint finish.
- Repair existing window to ensure open / close function. Re-glaze if required.
- Note – all surfaces not tiled to be paint finished.

3.10 G10 Bathroom - see Drawing No 0507-04

- Make good existing sub-floor and wall structure using timbers to match existing in type and dimension.
- Frame up area over door on eastern elevation to carry cladding and linings.
- Co-ordinate with plumber and electrician for installation of services.
- Install new 16mm CFC sheet flooring, fixed according to manufacturer's instructions.
- Supply and install waterproof membrane in accordance with manufacturer's recommendations. Nominate system to be used and seek approval from Project Manager prior to installation.
- Install appropriate flashings for waterproofing at floor and wall junctions. Install full length vertical flashing at wall junction where shower is installed.
- Install new wall linings using villaboard, fixed according to manufacturer's instructions. Tape and set.
- Install new ceiling linings using 150 x 12 mm lining boards to match those in rest of house, boards to be primed both sides before installation.

- Replace window to match existing and to ensure open / close function.
- Make good door on south elevation, install new hinges and door furniture TBA. (This door will be permanently closed).
- Supply and install new door to eastern doorway. Door to match existing style. New door furniture to be fitted including passage set and privacy lock (style to be advised).
- New fitout according to plan, see drawing number 0507-04
- Supply and install new 70 x 19 DAR finger- jointed radiata pine or cypress architraves internally around window and doors. Install 140 x 19 DAR finger-jointed radiata pine or cypress skirting. All architraving and skirting to be primed all around before installation.
- Note – all surfaces not tiled to be paint finished.

3.11 G11 Verandah

- Remove two support posts and beam (prop beforehand).
- Install new sub-floor framing (100 x 75 bearers, 100 x 50 joists) on brick piers – floor height to be gauged by indicators left from previous structure. New floor boards to match those in width and thickness on Verandah G13 & 14, and laid parallel to house.
- Install new hardwood section of ring beam, dimensions and any detailing to match the section removed; install two new hardwood support posts with dimensions and any detailing to match those removed.
- Enclose roof space with additional cladding on southern wall.

3.12 G12 Store room

- Carefully dismantle existing work benches for reassembly, marking each piece and referenced to a plan.
- Replace / repair damaged lining boards by carefully cutting out damaged sections only and repair with boards to match existing in width and thickness and detail (beading detail), scribed to fit joints neatly (refer to drawing 0507-01B for location). Prior to fixing lining boards, ascertain extent, if any, of termite damage to structure and report extent to Project Manager, The scope of repair works, relating to unseen termite damage in the structure only, to be agreed with Project Manager and will be treated as a variation.
- Paint finish lining boards.
- Re-assemble work benches in location from where removed according to reference plan.

3.13 G13 & G14 Verandah

- Remove boards to enable repair of sub-floor structure. Carry out any required excavation of sub floor area to give sufficient clearance to timbers.
- Ascertain extent of termite damage to structure and report extent to Project Manager, The scope of repair works, relating to unseen termite damage in the structure only, to be agreed with Project Manager and will be treated as a variation. Repair sub floor structure using timbers to match type and dimensions of existing
- Replace / repair damaged floorboards by carefully cutting out damaged sections only and repair with hardwood boards to match existing in width and

thickness, scribed to fit joints neatly. Nail using bullet head galvanised nails, punched below surface. No use of nail gun.

- Provide sub floor access for pest inspection, either by access hatch to side of verandah or a discreet hatch in floor boards.

3.14 G15 Pergola

- Rebuild pergola structure to match existing dimensions using materials to match existing.
- Install new posts, of similar dimensions to existing. Posts to be set in concrete, and be straight and plumb. Rafters can be extended as required from new posts to accommodate deteriorating roof frame members. The existing wisteria vine must be preserved in its entirety, in its existing place.

3.15 Miscellaneous

- Check levels of flooring from underside of house, re-pack between joists and piers where loose. If required jack and level at south end of house. Report findings to Project Manager and agree on extent of works prior to proceeding. Allow Provisional Sum of \$2000.00 for this work.
- Check each window and door and adjust as required to ensure ease of use as agreed with Project Manager.
- Make serviceable all latches and locks on windows and doors. If hardware needs replacement, seek approval of Project Manager before proceeding.
- Co-ordinate **GLAZIER** to reglaze windows or re-putty as required. Nominate extent of work proposed in tender response.
- Replace tank stand with like (hardwood) and install corrugated galvanised steel rainwater tank to southern wall. Allow to construct stand approximately 1800 x 1800 mm, supply and install 2500 L corrugated galvanised water tank. Dampcourse to be installed as per manufacturers instructions. **ROOFER** to allow to connect downpipes into tank.

4. PLUMBER / AIR CONDITIONING MECHANIC

4.1 G8 In Laundry / WC

- Plumbing works connected with the removal of existing HWS and replacement with new 250 L model (refer to drawing 0507-03B for location) to ensure hot water supply.
- Hot and cold water supply for new WC.
- Install new pan, cistern, toilet seat and basin (see schedule)
- Install 100mm chrome brass steel floor waste.

4.2 G7/G8 Living Room / Kitchen

- Remove existing air conditioning unit and replace with new two split system air conditioners rated at 7.1 kw each. Allow Provisional Sum of \$6000.00 (supply and install) for this work.
- Install new dishwasher

4.3 G6 Bathroom – refer to Drawing No 0507-04

- Remove fixtures and fittings, cap off services.

- Lay in new drainage as required to suit new layout.
- Install new, or reconfigure existing, hot and cold water lines to suit new layout.
- Install new fixtures and fittings to design (see schedule).

4.4 G10 Bathroom - refer to Drawing No 0507-04

- Install new drainage lines to connect to existing septic tank.
- Install new hot and cold water pipes.
- Install new fixtures and fittings to design (see schedule).

5. ELECTRICIAN

Generally, allow to make all necessary electrical connections to achieve the works set out in the plan and specification and to meet safety requirements.

5.1 External - supply and installation of:

- Country Energy disconnection and reconnection fee
- single phase 25mmsq consumer mains
- meterbox complete with metering for domestic and off-peak supply, RCD safety circuit breakers per each the 2 light and 3 power circuit with normal circuit breakers on the off-peak hot water, stove, air conditioner and sub-main to shed-workshop
- main earth system
- underground power circuit to pump under walk bridge
- metal protection on sub-main conduit coming out of shed/workshop
- sub-board and RCD safety circuit breakers in shed/workshop
- protection of wiring along roof beams in shed/workshop
- disconnection of power circuit to cattle crush and terminate wiring
- Relocate cable of satellite dish to adjacent to vent pipe on south wall of kitchen/laundry G8.

5.2 Internal rewiring

- 6 verandah light points including new switch
- 18 internal light points including new switch
- 1 flood light including new 500 watt flood light fitting
- 17 double power outlets including new power outlet

5.3 G6 Bathroom

- Install new ceiling exhaust fan
- Allow for 2 new GPOs replace light fittings

5.4 G8 Kitchen / Laundry / Living Area

- Remove existing HWS and replace with new 250 L model (refer to drawing 0507-01B for location).
- Install new electric stove and oven with rangehood and exhaust fan (ceramic cooktop, four elements, underbench fan-forced oven – see schedule).
- Replace light fittings to kitchen (3 x pendants) and living area (2 x pendants) (see schedule).

- Install track directional lighting system over kitchen bench (see schedule of fittings)
- Install new ceiling lights in Laundry (1) and new WC (1) (see schedule of fittings).

5.5 G10 Bathroom

- Install electrical cable lines. Allow for new GPO and light.
- Supply and install new electric 50 L hot water service

5.6 Bedrooms G2, G3, G4, G5

- Install ceiling fans – 3-bladed ceiling fans with oyster lights, colour white.

5.7. Hallway

- Install new pendant lights in hallway (see schedule of fittings)

5.9. G12

- Install new ceiling light

5.8. General

- Allow to supply and install hard wired smoke detectors to suit in accordance with BCA requirements. Allow PC sum of \$1000.00.

6. PLASTERER

Carry out works associated with sheeting of Rooms G6, G7, G8, G10.

6.1 G6 Bathroom

- Supply and install new villaboard linings, in accordance with manufacturer's recommendations. Set joints with tape, base coat and top coat system, finish and sand back to flush finish.

6.2 G7 Living Room

- Retape ceiling and install cornice on western wall/ceiling joint to match existing.

6.3 G8 Wall between Kitchen & Laundry & new WC

- Linings each side of stud wall to be villaboard, affixed according to manufacturer's instructions and taped and set with plaster. Junctions between existing and new walls to be taped and set. Set joints with tape, base coat and top coat system, finish and sand back to flush finish.

6.4 G10 Bathroom

- Supply and install new villaboard linings, in accordance with manufacturer's recommendations. Set joints with tape, base coat and top coat system, finish and sand back to flush finish.

7. TILER

Generally:

Supply and install all materials and accessories necessary for laying and grouting tiles to splashbacks, walls and floors of Kitchen, Laundry, WC, and G6 and G10 Bathrooms.

- Provide adhesives to be compatible with and not cause damage to the waterproofing membrane.
- Fix wall tiles before floor tiles.
- Cut tiles neatly around fixtures and fittings, and at margins where necessary.
- Return tiles into sills, reveals, openings. Butt up to returns, frames fittings and other finishes. Remove tile spacers before grouting.
- Distribute variations in hue, colour or pattern uniformly by mixing tiles or tile batches before laying.
- Set out tiles to give uniform joint widths.
- Provide whole or purpose-made tiles at margins where practicable, otherwise set-out to give equal margins of cut tiles.
- If possible, position tiles so that holes for fixtures and other penetrations occur at the intersection of horizontal and vertical joints or the centre lines of tiles.
- Grade floor tiling to even and correct falls to floor wastes and elsewhere as required. Make level junctions with walls. Where falls are not required, lay level. Fall generally, 1:100 minimum.
- Grout joints as soon as practicable after bedding has set. Fill the joints solid and tool flush. Clean off surplus grout, wash down when grout has set, and when dry polish the surface with a clean cloth.
- Provide caulked joints filled with sealant in appropriate colour and finished flush with the tile surface where tiling is cut around sanitary fixtures, pipes, and brackets, and at junctions with elements such as window and door frames, mirrors and built in cupboards.
- Finish floor tiles at junctions with differing floor finishes with a corrosion resistant metal dividing strip suitably fixed to the substrate, with top edge flush with the finished floor. At doors make the junction directly below the closed door.

TILE SCHEDULE

Location		Size	Colour	Notes
G6 bathroom	Floor	50 x 50 mosaic	TBA	Achieve required slip resistance. Coloured grout.
	Wall	100 x 100. Skirting 2 courses	Off white	Nominal height 1200mm h with 'homelux trim
G8 Kitchen	Splashback	100 x 100. 2 courses	Off white	
G8 Laundry	Wall	100 x 100. Skirting 2 courses	Off white	
	Floor	50 x 50 mosaic	TBA	Achieve required slip resistance. Coloured grout.
G8 WC	Wall -skirting	100 x 100. 2 courses	Off white	
	Floor	50 x 50 mosaic	TBA	Achieve required slip resistance. Coloured grout.
G10 Bathroom	Floor	50 x 50 mosaic	TBA	Achieve required slip resistance. Coloured grout.
	Wall	100 x 100.	Off white	

8. VINYL SHEET FLOORING

Generally, supply and install vinyl sheet floor covering to Kitchen and Living area including all necessary underlays and matching accessories.

- Provide appropriate flooring underlay.
- After fixing sheets, groove the seams using a grooving tool and heat weld the joints with matching filler rod using a hot air welding gun. When the weld has cooled, trim off flush.
- Finish junctions flush with adjoining surfaces. Where changes of floor finish occur at doorways, locate the joint on the centreline of the closed door leaf. Provide brass cover strip, tapered strip 25mm wide of same thickness as sheet. Fix with matching countersunk screws to timber bases at 200mm maximum centres.
- Type of vinyl sheet flooring to be advised. Allow Provisional Sum of \$200 / m2 to supply and install.

9. PAINTER

Generally: Provide paint finishes to roof, nominated external surfaces, and internal areas.

- Provide premium quality lines from same manufacturer.
- Deliver paints to site in unopened containers bearing manufacturer's label.
- Provide only products which are colour tinted by manufacturer or supplier.
- For clear timber finish systems, provide only the combinations of putty, stain and sealer recommended by the manufacturer of the top coats.
- Ensure surfaces are clean and free from dust. Allow to wash down areas with mild soap / sugar soap solution where build-up of scuff marks, oils or stains.
- Substrate preparation: Prepare substrates to receive the painting system. Fill cracks and holes with fillers, sealants, putties or grouting cements as appropriate for the finishing system and substrate, and sand smooth.
- Paint Application: Apply the first coat immediately after substrate preparation before contamination of the substrate can occur. Apply subsequent coats after the manufacturer's recommended drying period.
- Spraying is not permitted.
- Prepare and paint or stain new external timbers to match existing, only where timbers have previously been painted.

PAINT SCHEDULE – To be advised

Location	Element	Paint Code	Paint System	Colour
External	Cladding			
	Detail on windows and doors			
	Roof sheeting			
	Gutters			
Bedrooms	Door Windows Architraves Skirting Scotia			
Store	Door Architraves Skirting Walls Ceiling			
Hallway	Doors Architraves Skirting Walls Ceiling			

	Bead			
WC 1	Door Architraves Skirting Walls Ceiling Cornice			
Laundry	Door Architraves Skirting Walls Ceiling Cornice			
Bathrooms	Door Window Architraves Skirting Walls Ceiling Cornice			
Kitchen / Dining	Doors - Architraves Skirting Walls- plasterboard Ceiling Cornice			

NOTE: All external surfaces not painted or stained are to be left in natural state, they are not being painted or coated.

10. PAVER

- Remove sections of brick paving under pergola, retain for re-laying.
- Remove sections of root and re-lay paving to grades avoiding protruding edges.
- Create a concrete hob on western side of paved area to form a step. Slope to divert water away from step.
- Level soil to concrete edge on western side of pergola area to create a step down to paved area. Provide shallow dish drain behind concrete hob to take water away but not to create a trip hazard.

11. COMMUNICATIONS

- Relocate cable on southern wall of G8 adjacent to vent pipe, attach neatly and securely.

12. SCHEDULE OF FIXTURES & TAPWARE

LOCATION	DESCRIPTION	SUPPLIER	MODEL	COLOUR
Kitchen	Bench laminate	TBA		
	Dishwasher	Fisher & Paykel	DW60CSW1	
	Stove	Westinghouse	Kimberley, 600 ceramic cook top & fan – forced oven	White
	Range hood	Westinghouse	600mm WRG630CS/W	White
Bathroom G6	Basin / Vanity Unit	Reece	ADP Hyatt Wall Hung Vanity Unit 1200 mm	White
	Shower screen		Glass panels to suit	
	WC	Caroma	Leda 2000 6/3 Dual flush close coupled with seat	White
	Basin taps	Pacific	Traditions Select basin set, ceramic disc, SWIVEL spout	White/ chrome
	Shower set	Pacific	Gooseneck shower rose, mounted high. Pacific ceramic disc, single lever 3000 series shower mixer	White/ chrome
	Cistern cock	Raymormins	Cistern tap 70535 or approved equivalent	Chrome
	Floor waste		Chrome brass	Chrome
	Toilet Roll holder	Reece	Mizu Geometric Series	Chrome
	Towel rail	Reece	Mizu Geometric Series Double Towel Rail 550mm	Chrome
Bathroom G10	Basin / Vanity Unit	Reece	ADP Hyatt Wall Hung Vanity Unit 1200 mm	White
	Glass Shelf above basin	Reece	Mizu 1500 series 470mm	Chrome
	Shower		Glass panels to suit	
	WC	Caroma	Leda 2000 6/3 Dual flush close coupled with seat	White
	Basin taps	Pacific	Traditions Select basin set, ceramic disc, SWIVEL spout	White/ chrome
	Shower set	Pacific	Gooseneck shower rose, mounted high. Pacific ceramic disc, single lever 3000 series shower mixer	White/ chrome
	Cistern cock	Raymormins	Cistern tap 70535 or approved equivalent	Chrome

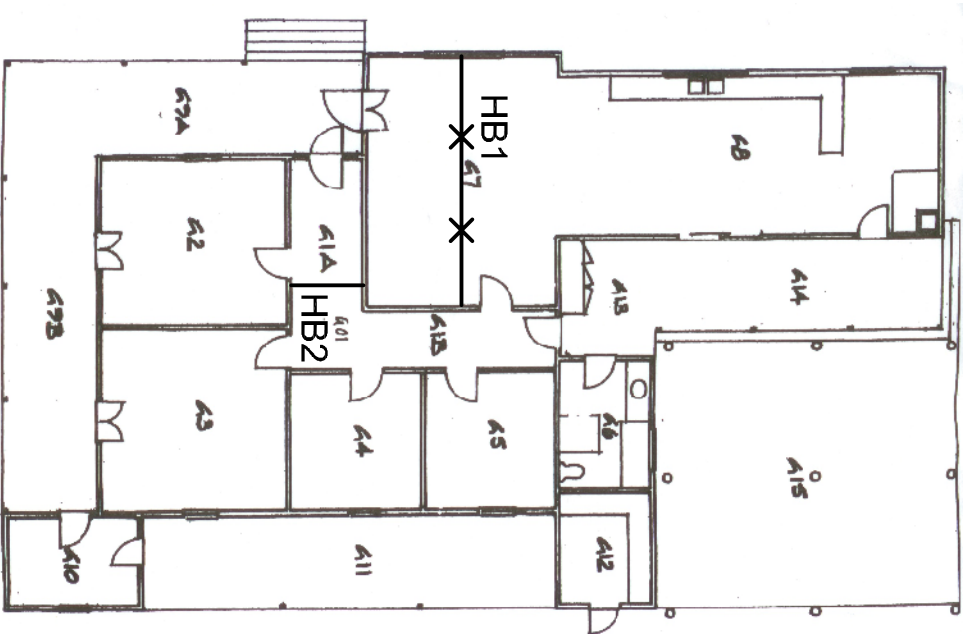
	Floor waste		Chrome brass	Chrome
	Toilet Roll holder	Reece	Mizu Geometric Series	Chrome
	Towel rail	Reece	Mizu Geometric Series Double Towel Rail 550mm	Chrome
WC G8	Basin	Caroma	Compact 560 x 230, 3.5L, one hole	White
	WC	Caroma	Leda 2000 6/3 Dual flush close coupled with seat	White
	Basin taps	Pacific	Traditions Select ceramic disc	White/ chrome
	Cistern cock	Raymormins	Cistern tap 70535 or approved equivalent	Chrome
	Toilet Roll holder	Reece	Mizu Geometric Series	Chrome
	Towel rail	Reece	Mizu 1500 Series Guest Towel Holder Square	Chrome
	Floor waste		Chrome brass	Chrome
All Bedrooms	Ceiling Fans / Lights		3-bladed ceiling fans with oyster lights	White
Kitchen/Living G7/G8	Vinyl Flooring	TBA		

13. MONETARY SUMS SCHEDULE:

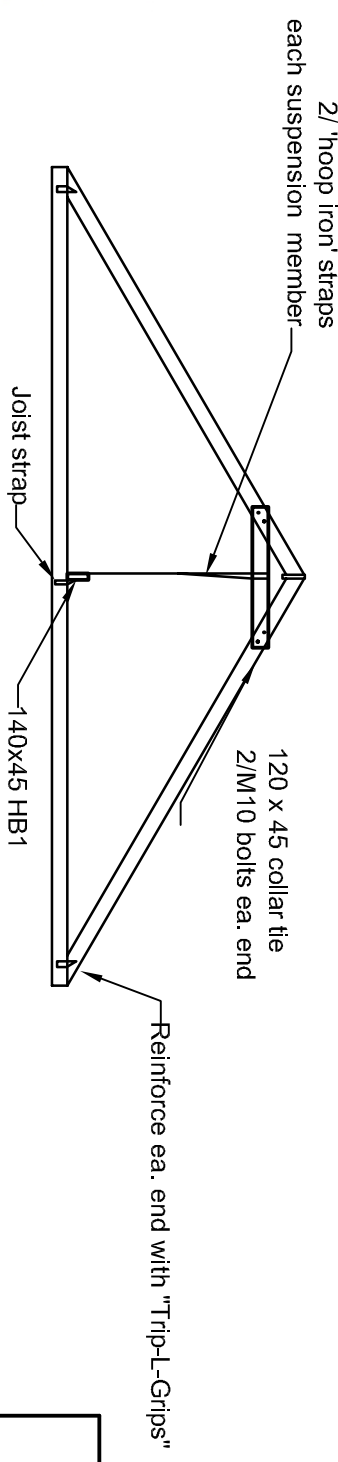
Provisional Sums

The following Provisional Sums have been allowed. The Contractor is to provide evidence of subcontract tenders. The sums do not include GST.

	DESCRIPTION	ALLOWANCE
1.	Sheet vinyl Floor covering	\$200 /m2 supply install
2.	Kitchen bench laminate	\$100/ m2 supply install
3.	Wall Tiles	\$ 40 /m2 Supply only
4.	Floor tiles	\$ 50 /m2 Supply only
5.	Internal surface mounted light fittings	\$ 120 each, supply only (4)
6.	Pendant light fittings	\$ 120 each, supply only (7)
7.	Smoke detectors	\$ 1000, supply install
8.	Guttering / Downpipes	\$ 2000 supply install
9.	Tank stand and Rainwater tank	\$ 4000 supply install
10.	Door Hardware & Window & Door locking upgrade	\$ 2000 hardware supply
11.	Check / rectify levels of floor of building	\$2000 supply install
12.	Installation of two split system airconditioning units in G7 and G8	\$6000 supply install



Floor Plan
1:200 approx.
(Taken from architectural sketch)





Room G7 roof section
Scale 1:50

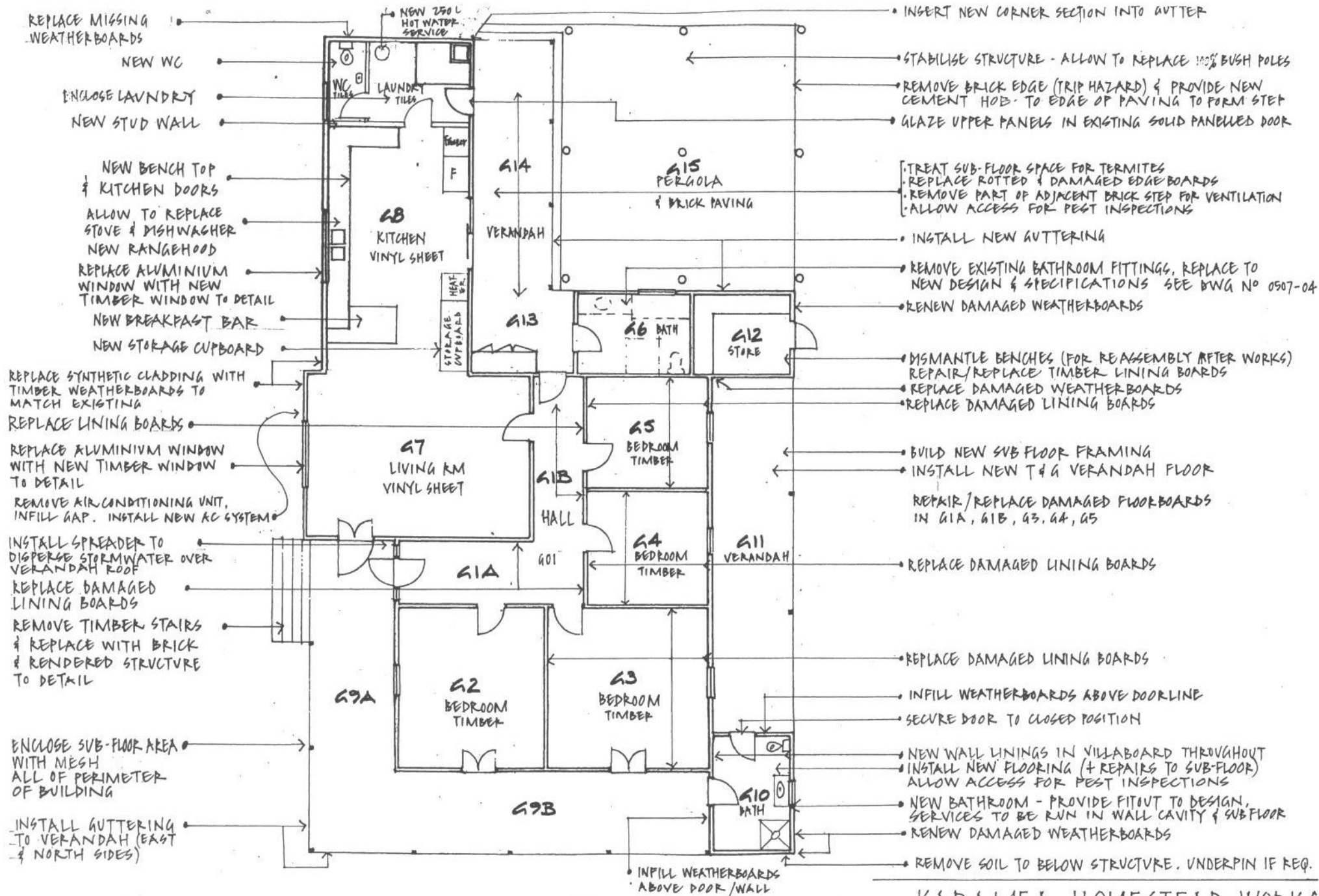
Members

- HB1 140x45 F17 HWD, suspended at 1/3 points
- HB2 140x45 F17 HWD

NOTES

- Hanging beam HB1 can be made in sections and spliced at suspension point with 500 overlap and 3/M12 bolts.
- All timber F17 KD hardwood or equivalent.
- Connect all ceiling joists to hanging beams with Pryda 'Joist Strap' or equivalent.
- Hoop iron strapping to be 0.6 x 25 mm punched strapping. Wrap around member at each end and fix with minimum 5 std nails each end.
- Ensure end grain and side distances observed for all bolt holes in accordance with AS 1720.1
- Check all supporting studwork and subframe for termite damage and repair as necessary before installing hanging beams.
- Washers under heads and nuts to be at least 2.5 times bolt diameter. All bolted connections shall use washers under bolt head and nut.
- All timber joints and notches are to be 100mm minimum away from loose knots, severe sloping grain, gum veins or other defects.

MARK	DATE	AMENDMENT	
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DRAWING STATUS: Unless there is an authorized signature in coloured ink below, this drawing is not to be issued for construction.			
<div><div>Bill Jordan & Associates Pty Ltd A.C.N. 003 320 652 Chartered Civil & Structural Engineer PO Box 141, Newcastle NSW 2300 Ph.: (02) 4929 4041; Fax: (02)4929 7833</div><div> SIGNED J.W. JORDAN FIEAust. CPENG: NPER Reg. No. 161488 DATE: PROJECT Karramea Homestead</div></div>			
THIS DRAWING			
Ceiling strengthening			
CLIENT			
National Parks & Wildlife Service			
SCALE	DATE	PROJECT No.	
As Shown	Aug. '07	Q009	
DRAWN	CHECKED	SHEET No.	AMENDMENT
		S1	



NOTE: CEILING HEIGHT APPROX 3150 mm



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KARAMEA HOMESTEAD WORKS

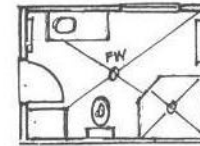
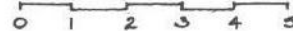
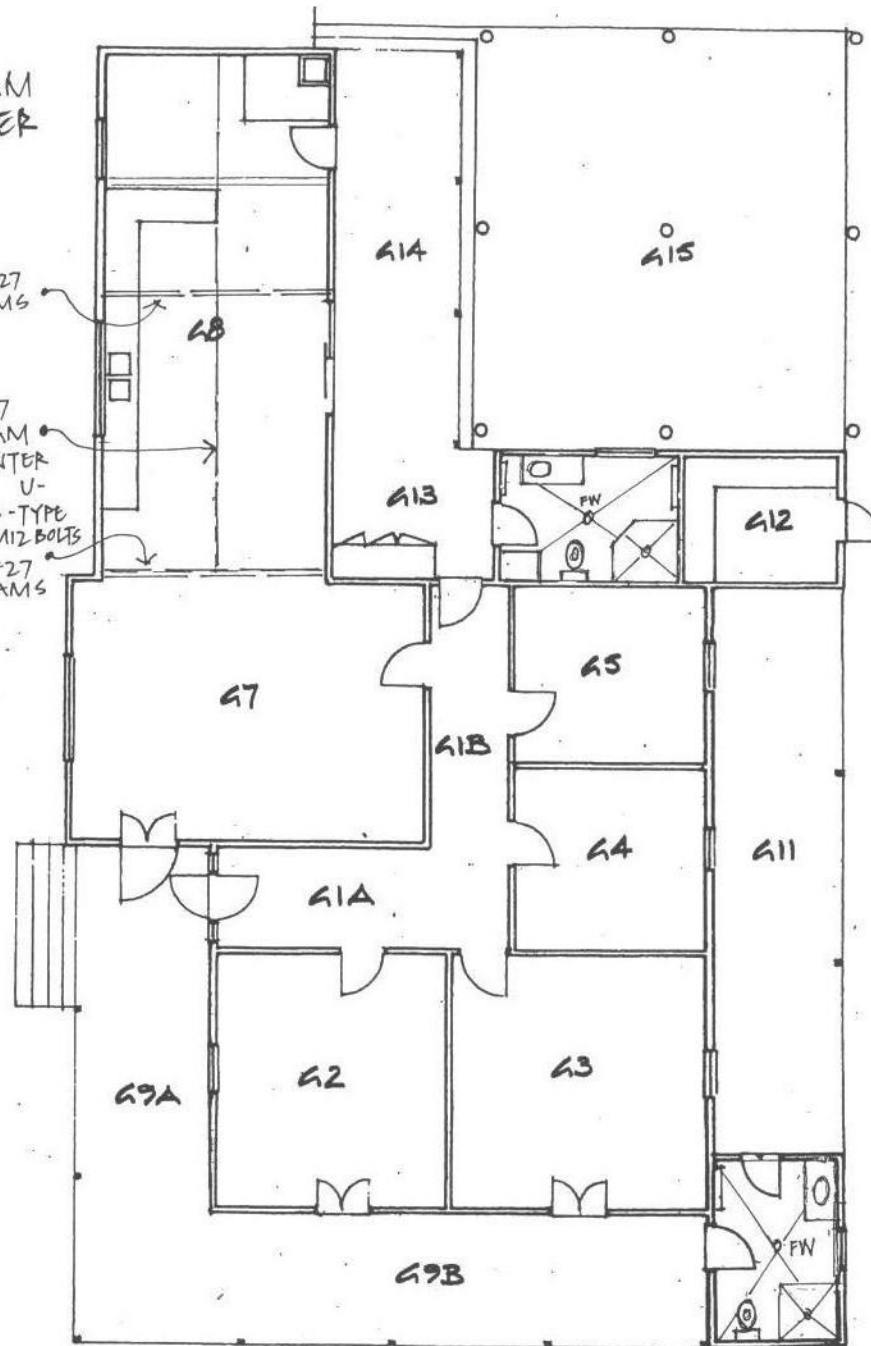
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HANGING BEAM DETAILS OVER KITCHEN

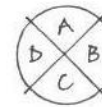
2x220x35 F27
COUNTER BEAMS

220 x 35 F27
HANGING BEAM
FIXED TO COUNTER
BEAM USING U-
SHAPED SHOE-TYPE
BRACKET - 2 M12 BOLTS

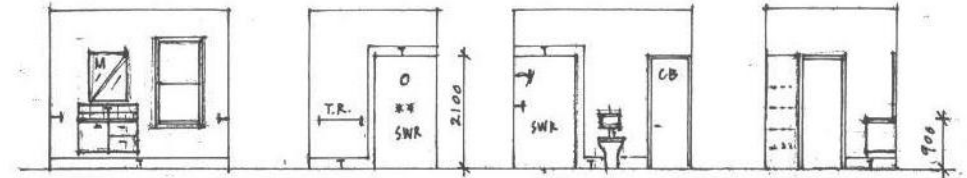
2x220x35 F27
COUNTER BEAMS



PLAN



BATHROOM 66

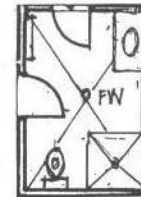


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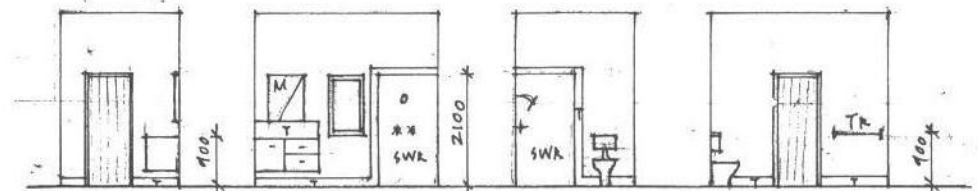
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PLAN



BATHROOM G10



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H

LEGEND: M - MIRROR
T-R - TOWEL RAIL
SWR - SHOWER RECESS
CB - LINEN CUPBOARD
TH - TOILET ROLL HOLDER
T - TILES

KARAMEA HOMESTEAD WORKS

DRAWING N° 0507-04