



Request for Tenders
For
Bendeela Pondage Toe Drain
Replacement

at Bendeela Pondage, Kangaroo Valley, NSW

Contract N° 03797291

Volume 1

June 2014

for Sydney Catchment Authority

Master Table of Contents

Tendering

Conditions of Tendering	C-1 to C-9
Tender Schedules	T-1 to T-27

Specification

1.	MW21 General Conditions of Contract and Contract Information	1-1 to 1-36
2.	Preliminaries	2-1 to 2-24
3.	General	3-1 to 3-14
4.	Removal and Disposal of the Existing Toe Drain	4-4 to 4-10
5.	Toe Drain Replacement and Associated Civil Works	5-1 to 5-4

Appendices

- A Abridged 'Bendeela Pondage Toe Drain Options Report' – June 2012 by NSW Public Works
- B 'Asbestos Risk Assessment Bendeela Pondage Toe Drain Report' (May 2012 Report N° C107830:J110488) by Noel Arnold & Associates.
- C Sydney Catchment Authority's 'Ready Reckoner' checklist
- D Workcover Code of Practice – 'How to Safely Remove Asbestos' – December 2011

Drawings

Metropolitan Water Sewerage & Drainage Board Plan N° T75-7-3000-D (Jan 1971)

Sydney Catchment Authority's Drawings – Bendeela Pondage Toe Drain - Plan N° Ben-DS-14 –April 2014 - Sheets 1 to 3.

Conditions of Tendering

Table of Contents

Conditions of Tendering	1
1 General	1
1.1 Contact Person	1
1.2 NSW Government Code of Practice for Procurement and Implementation Guidelines	1
2 Tenderer Eligibility	2
2.1 Acceptable Legal Entities	2
2.2 Quality Management	3
2.3 Work Health and Safety Management	3
2.4 Environmental Management	3
2.5 Financial Assessment	3
3 Contract Details	4
3.1 Not Used	4
3.2 Insurance	4
3.3 Not Used	4
3.4 Not Used	4
4 Current Policies	4
4.1 Disclosure of Tender and Contract Information	4
4.2 Exchange of Information by the Principal	4
4.3 Industrial Relations Management	4
4.4 Not Used	5
5 Further Information	5
5.1 Addenda to RFT Documents	5
5.2 Site Access Restrictions	5
5.3 Pre-tender Meeting	5
6 Preparation of Tenders	5
6.1 Alternative Tenders	5
6.2 Not Used	6
6.3 Not used	6
6.4 Not Used	6
7 Submission of Tenders	6
7.1 Documents to be submitted	6
7.2 Tender Lodgement Methods	6
7.3 Late Tenders	7
8 Procedures After Closing of Tenders	7
8.1 Evaluation of Tenders	7
8.2 Acceptance of Tender	8
8.3 Protection of Privacy	8

Conditions of Tendering

THERE ARE 9 PAGES IN THIS SECTION

The Conditions of Tendering do not form part of the Contract.

The Conditions of Tendering include any notices to tenderers.

1 General

1.1 Contact Person

Refer requests for information about the Request for Tender (RFT) to:

Name:	Ananda De Costa
Telephone number:	02 4724 2261
e-mail address:	procurement@sca.nsw.gov.au

1.2 NSW Government Code of Practice for Procurement and Implementation Guidelines

Terminology

1. The New South Wales Government's Code of Practice for Procurement (NSW Code) and the New South Wales Government's Implementation Guidelines to the New South Wales Code of Practice (NSW Guidelines) apply to the project the subject of this procurement process.
2. Terms used in this section 1 of this procurement process (under the heading NSW Code and Implementation Guidelines) have the same meaning as is attributed to them in the NSW Guidelines (as published by the NSW Treasury in July 2013).

Primary obligation

3. By submitting a response to this procurement process, the tenderer acknowledges and agrees that it:
 - is aware that the NSW Code and NSW Guidelines apply to the project;
 - is taken to have read and understood the NSW Code and NSW Guidelines and the obligations they impose;
 - will comply with the NSW Code and NSW Guidelines on this project, which includes, but is not limited to giving access to authorised personnel to inspect any work, material, or machinery, inspect and copy any record relevant to the project, and interview any person;
 - will agree, if successful in this procurement process, to contractual terms that give effect to the NSW Code and NSW Guidelines and mechanisms to ensure their compliance and enforcement; and
 - will comply with, and ensure all of its related entities (as defined in the NSW Guidelines) comply with, the NSW Code and NSW Guidelines in respect of any of their building and construction work (including any subsequent privately funded work), on and from the date of submitting a response to this procurement process.

Cost, efficiency, productivity and workplace safety

4. The tenderer agrees that it must include in its response:
 - for projects where the NSW Government or public sector body contribution is \$10million or more or is at least \$5million and represents at least 50 percent of the total construction project value, a Workplace Relations Management Plan and any other documents and information necessary to meet the requirements of section 6.1 of the NSW Guidelines;

- a Work Health Safety (WHS) Management Plan or Site Specific Safety Management Plan and any other documents and information necessary to meet the requirements of section 9 of the NSW Guidelines; and
 - the Schedule of Compliance that is attached to this procurement process, properly executed by or on behalf of the tenderer.
5. The tenderer acknowledges that by submitting this response it agrees to the Client Agency and the CCU taking any steps to investigate claims, statements and assertions made by the tenderer in any of the documents referred to above in paragraph.4 of this clause before any contract is awarded. The tenderer acknowledges and agrees to cooperate with the Client Agency and the CCU in respect of the investigation of compliance with the NSW Guidelines and further agrees that that compliance is a mandatory requirement of the procurement process. The tenderer will allow authorised personnel to:
- access premises and sites controlled by the tenderer or its related entities;
 - inspect and copy relevant records and documents;
 - inspect any work, material, machinery, appliance article or facility; and
 - interview any person;
- as is necessary to investigate the claims, statements and assertions made by the tenderer in the response or to demonstrate the tenderer's current or, where relevant, past compliance with the NSW Code and NSW Guidelines during the procurement process.

Disclosure of information

6. Notwithstanding any other provision of the procurement process, the tenderer agrees and consents to the disclosure of information concerning the tenderer's, and the tenderer's related entities', compliance with the NSW Code and NSW Guidelines, including the disclosure of details of past and present compliance to the NSW Code and NSW Guidelines, the National Code of Practice for the Construction Industry, and the Australian Government Implementation Guidelines for the National Code of Practice for the Construction Industry as varied from time to time, including whether or not sanctions have been imposed on a tenderer or any of its related entities by the Commonwealth or any State or any government agency. This consent is given to the State of New South Wales, including its agencies (including the Client Agency), Ministers and the CCU (and its authorised personnel) for purposes including monitoring and investigating compliance and ensuring, facilitating and promoting compliance with the NSW Code and NSW Guidelines.

Subcontractors etc

7. Where the tenderer proposes to subcontract the works, the tenderer agrees that it will ensure, through contract, that each subcontractor or consultant agrees to:
- the contractual promises in clauses paragraph.3 of this clause (Primary obligation) and paragraph .6 of this clause (Disclosure of information) in respect of the relevant subcontractor or consultant;
 - comply with the applicable plans and policies on the project referred to in clause paragraph.4 of this clause (Cost, efficiency, productivity and workplace safety); and
 - where a subcontractor or consultant is nominated in procurement process documents, that the nominated party cooperates with authorised personnel during the procurement process for the purposes outlined in paragraph 5 of this clause.

2 Tenderer Eligibility

2.1 Acceptable Legal Entities

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

If a tenderer is a trustee, the Principal may require:

- an unconditional undertaking in accordance with Preliminaries Clause - **Additional Security and Obligations for Trustees**; and
- a signed statement from the tenderer, provided before a Contract is awarded, making the following undertaking:

‘If (insert the legal name of the tenderer) is awarded Contract No. (insert the contract number) for (insert the contract description) it will provide security in the amount of (insert the amount of security advised by the Principal) in accordance with Preliminaries Clause - **Additional Security and Obligations for Trustees**, and it undertakes to ensure that, for the duration of the Contract, the total value of the trust beneficiaries’ loans to the trustee is always greater than the total value of trust beneficiaries’ loans from the trustee.’

Failure to provide the signed statement may result in the tender being passed over.

2.2 Quality Management

The Principal may elect to pass over a tender from a tenderer that does not demonstrate the capacity to systematically plan and manage the quality of its work in accordance with the NSW Government *Quality Management Systems Guidelines*, available on the ProcurePoint website.

Submit when requested, the completed Schedule and the information required by Tender Schedules - **Schedule of Quality Management Information**.

2.3 Work Health and Safety Management

Tenderers must demonstrate their capacity to manage WHS in accordance with the NSW Government *Work Health and Safety Management Systems and Auditing Guidelines 5th Edition (WHSMS Guidelines)*. The *WHSMS Guidelines* are available on the ProcurePoint website.

Submit with the Tender Form, the completed Schedule and the information required by Tender Schedules - **Schedule of WHS Management Information**

2.4 Environmental Management

Tenderers must demonstrate their capacity to manage environmental matters in accordance with the NSW Government *Environmental Management Systems Guidelines (EMS Guidelines)* available on the ProcurePoint website.

Submit when requested, the completed Schedule and the information required by Tender Schedules - **Schedule of Environmental Management Information**.

2.5 Financial Assessment

By tendering for this Contract, the Tenderer agrees that the Principal may engage private sector consultants to financially assess tenderers. Financial details of tenderers may be obtained by an external Financial Assessor for assessment. Financial Assessors have a contract with the Principal to safeguard the financial details obtained. Financial Assessors must not disclose such details, either in whole or in part to any party other than NSW Government departments or agencies without the express written permission of the tenderer.

A list of Financial Assessors who may be engaged by the Principal is shown at the link labelled ‘**list of prequalified service providers**’ on the webpage at:

<http://www.procurepoint.nsw.gov.au/before-you-supply/prequalification-schemes/financial-assessment-services>

The criteria considered in the financial assessment of tenderers include:

- Net Tangible Assets (total assets, less total liabilities, less intangible assets);
- Current Ratio (ratio of current assets to current liabilities); and
- Working Capital (current assets less current liabilities).

Taking into account the value of work started in the six (6) weeks prior to the financial assessment, the Principal considers a tenderer with the following financial indicators,

and no other significant detrimental financial characteristics, to be financially satisfactory in respect of its tender:

- Net Tangible Assets exceed 5% of the tender price;
- Current Ratio exceeds 1;
- Working Capital exceeds 10% of the tender price; and
- Where a tenderer is a trustee, the total value of trust beneficiaries' loans to the trustee exceeds the total value of trust beneficiaries' loans from the trustee.

Deviations from the above indicators will not necessarily prevent the Principal from considering any tender.

Submit, within five (5) business days after receiving a request from the appointed financial assessor or the Principal, the information required by Tender Schedules - **Schedule of Financial Assessment Information.**

3 Contract Details

3.1 Not Used

3.2 Insurance

Works and Public Liability Insurance

The Contractor is to arrange insurance of the Works (and any temporary works) and public liability insurance and pay all premiums in accordance with General Conditions of Contract Clause - **Insurance.**

Other Insurance

The Contractor is to arrange and pay all premiums for all other insurance required by law or under General Conditions of Contract Clause - **Insurance.**

For professional indemnity insurance, a Certificate of Currency or evidence of the ability to obtain the required insurance, such as a letter from a broker or insurer, may be required as a condition of acceptance of the tender.

3.3 Not Used

3.4 Not Used

4 Current Policies

4.1 Disclosure of Tender and Contract Information

Details of this tender process and any contract awarded as a result of the tender process will be disclosed in accordance with the *Government Information (Public Access) Act 2009* (NSW) and Premier's Memorandum 2007-01.

4.2 Exchange of Information by the Principal

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

4.3 Industrial Relations Management

Complete and submit when requested, Tender Schedules - **Schedule of Industrial Relations Information.**

4.4 Not Used

5 Further Information

5.1 Addenda to RFT Documents

If, as a result of a request for clarification from a tenderer or for any other reason, the Principal issues an instruction amending the RFT documents, the instruction will be issued in writing to all tenderers in the form of an Addendum, which becomes part of the RFT documents. Written Addenda issued by the Principal are the only recognised explanations of, or amendments to, the RFT documents.

5.2 Site Access Restrictions

Tenderers and their agents or representatives must:

- obtain permission to inspect the Site from the Client's Representative at least 48 hours before access to the Site is required; and
- upon arrival, at the pre-arranged time, introduce themselves at the Client Representative's office prior to undertaking their inspection of the Site.

The Client's Representative's details are:

Name: Alan Broadbent
Telephone number: (02) 4640 1244 or 0408 679 222
e-mail address: alan.broadbent@sca.nsw.gov.au

The Client's Representative may be contacted:

on the following days: Monday to Friday
between the hours of: 9.00 am and 3.00 pm

Contact the Contact Person if difficulty is experienced in securing an appointment with the Client's Representative for an inspection of the Site.

5.3 Pre-tender Meeting

A pre-tender meeting will be held on the date, at the time and at the place nominated in the tender advertisement or invitation.

The Contact Person will be available at that time to answer any tenderer's queries regarding the RFT.

Attendance by tenderers at the pre-tender meeting is mandatory. Tenders submitted by tenderers who fail to attend will be passed over.

6 Preparation of Tenders

6.1 Alternative Tenders

Where a tenderer proposes an alternative tender, the tenderer must submit a detailed description of the alternative stating clearly the manner in which it differs from the requirements of the RFT documents. Where the tenderer submits more than one tender and the relevant information is different for the alternative(s), submit separate Tender Schedules. Clearly identify in each Tender Schedule the applicable alternative.

The Principal will consider alternative tenders, that meet the scope and functional intent expressed in the RFT documents, but may elect not to accept an alternative tender.

Alternative tenders will not be considered unless the tenderer has submitted a conforming tender.

- 6.2 Not Used
- 6.3 Not used
- 6.4 Not Used

7 Submission of Tenders

7.1 Documents to be submitted

Part A: Documents to be Lodged with the Tender

Complete and lodge, by the date, time and method stated in the tender advertisement and/or invitation, the following documents and information:

- **Tender Form**
- **Schedule of Prices – Lump Sum and Rates**
- **Schedule of Proposed Construction Methodology**
- **Schedule of Tender Program**
- **Schedule of Departures**
- **Schedule of Experience**
- **Schedule of Project Organisational Structure**
- **Schedule of Proposed Contractor's Personnel**
- **Schedule of Proposed Sub-Contractors, Consultants & Suppliers**
- **Schedule of Quality Management Information**
- **Schedule of WHS Management Information**
- **Schedule of Environmental Management Information**
- **Schedule of Industrial Relations Information**
- **Schedule of Compliance with NSW Government's Implementation Guidelines to the NSW Government Code of Practice for Procurement**

Any tender that is not received in full at close of tenders may be passed over.

Do not change the text on the Tender Form or Tender Schedules, other than to insert the required information.

Acknowledge on the Tender Form that the tender allows for all Addenda issued, if any.

If more than one tender is lodged, mark each tender clearly as to whether it is a copy, an alternative tender, or a tender superseding another submission.

Part B: Documents to be Submitted When Requested:

Complete and submit, by the date, time and method stipulated in any request, the following Tender Schedules, marked '**Submit When Requested**', and any other documents and information requested:

- **Schedule of Financial Assessment Information**

Failure to meet this requirement may result in the tender being passed over.

7.2 Tender Lodgement Methods

Electronic Tenders

Tenderers are encouraged to lodge tenders through the NSW Government *eTendering* website at:

tenders.nsw.gov.au.

Login as an *eTendering* system user, locate the RFT web page and follow on-screen instructions. Access is generally available 24 hours a day, 7 days per week.

Lodgement of a tender electronically is evidence of a tenderer's acceptance of any conditions shown on the NSW Government *eTendering* website.

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

Tenders submitted electronically must be in a file format that can be read, formatted, displayed and printed by Microsoft Word 2003, or any other format required by the RFT documents. Tenderers may compress electronic tenders in any format that can be decompressed by WinZip. Tenderers must not submit self-extracting (*.exe) zip files.

Any computer-aided design (CAD) files submitted with an electronically lodged tender must be in DGN, DWG, or DXF format.

A tender that cannot be evaluated because it is incomplete or electronically corrupted may be passed over.

Hard Copy Tenders

Tenders may be lodged in the physical tender box at:

Tender Box
Sydney Catchment Authority
Level 4, 2-6 Station Street
PENRITH NSW 2750

Tenders lodged in hard copy through a physical tender box must be:

- enclosed in a sealed package such as an envelope and marked with the relevant tender box, RFT/Contract Number, name of contract, closing date and time; and
- packaged to fit into the physical tender box unless alternative arrangements have been made with the tender closing office. Any tender that does not comply with this requirement may be passed over. Note that tender boxes may vary in size, however the standard tender box slot is 400mm wide by 90mm high.

7.3 Late Tenders

In accordance with the NSW Government *Code of Practice for Procurement*, late tenders will not be accepted, except where the integrity and competitiveness of the tendering process will not be compromised.

8 Procedures After Closing of Tenders

8.1 Evaluation of Tenders

General Evaluation Criteria

In evaluating tenders, the Principal may take into consideration not only price but also other factors affecting value for money, including but not limited to:

- whole-of-life costs, including costs of disposal;
- ability to meet requirements of the NSW Government *Code of Practice for Procurement*;
- innovation;
- delivery time;
- WHS management performance;
- quality offered;
- previous performance and relevant experience;

- organisational, technical and resource capability and capacity to meet RFT requirements, including financial capacity;
- workplace and industrial relations management performance;
- environmental management performance;
- stakeholder, community relations management performance;
- value adding, including economic, social and environmental initiatives; and
- conformity to RFT requirements.

The Principal may treat any detail required by the RFT documents which is omitted, illegible or unintelligible as failing to fulfil the relevant requirement.

The Principal may assess the value of any qualification in any tender without reference to the tenderer, and compare tenders on the basis of the Principal's assessed valuation.

Weighted Non-Price Evaluation

Tenders will be evaluated using a weighted scoring process based on information provided with the tender. The ratio of price to non-price criteria will be: 60:40

The weighted non-price criteria will be:

The non-price criteria will be:

- Past experience and performance of the company and any proposed sub-contractors in similar type of work – including of removal of asbestos material.
- Organisation structure and experience of proposed personnel. This will also include experience and assessed suitability of proposed sub-contractors and consultants.
- Proposed construction methodology including construction program and preliminary risk assessment.
- Record of past performance and systems in managing WH&S, environmental issues, Quality management and Industrial Relations management on recently completed projects

The Principal may elect to pass over a tender from a tenderer with an assessed score on any of the above non-price criteria that is below a threshold acceptable to the Principal.

The Principal may treat any detail required by the tender documents which is omitted, illegible or unintelligible as failing to fulfil the relevant requirement.

8.2 Acceptance of Tender

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

The Principal is not bound to accept the lowest or any tender. Tenders which do not comply with any requirement of, or which contain conditions or qualifications not required or allowed by, the RFT documents may be passed over.

No tender, or qualification or departure from the RFT documents, is accepted unless and until the Principal gives an acceptance or agreement in writing.

8.3 Protection of Privacy

The tenderer warrants, in respect of any personal information provided in its tender or for the purpose of any contract awarded as a result of the tender process, that the information is accurate, up to date and complete, and that nominated individuals authorise its collection and are aware:

- that the information is being collected for the purpose of evaluating tenders and administering contracts and may be made available to NSW government agencies or local government authorities for those purposes;
- of any consequences for the individual if the information (or any part of it) is not provided;

- whether the supply of information by the individual is required by law or is voluntary; and
- of the existence of any right to access or correct the information.

END OF SECTION – CONDITIONS OF TENDERING

TENDER SCHEDULES

Signed for the Tenderer by: Date:.....
Name (in block letters): (Authorised Officer)
In the Office Bearer capacity of:
.....

TABLE OF CONTENTS

1	Tender Form.....	3
2	Schedule Of Prices – Lump Sum And Rates.....	4
3	Schedule Of Proposed Construction Methodology.....	8
4	Schedule of Tender Program.....	9
5	Schedule of Departures	10
6	Schedule of Experience	11
7	Schedule of Project Organisational Structure	13
8	Schedule of proposed Contractor's personnel	14
9	Schedules of Proposed Sub-Contractors, Consultants & Suppliers.....	16
10	Schedule of Quality Management Information	18
11	Schedule of Work Health and Safety Management Information.....	19
12	Schedule of Environmental Management Information.....	21
13	Schedule of Financial Assessment information.....	22
14	Schedule of Industrial Relations information	23
15	Schedule of Compliance with NSW Government’s Implementation Guidelines to the NSW Government Code of Practice for Procurement).....	24

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

Name (in block letters): (Authorised Officer)

In the Office Bearer capacity of:
.....

1 TENDER FORM

(SUBMIT WITH TENDER)

Tender Closing Office

Name: **Sydney Catchment Authority**
 Address: 2-6 Station Street, Penrith NSW 2750

Tenderer's details

Name:
 (in block letters)
 ABN

Address:

Telephone number: Facsimile number:
 e-mail address:

hereby tender(s) to perform the work for:

Tender details

Contract title: Bendeela Pondage Toe Drain Replacement

Contract number: 03797291

in accordance with the following documents:

Tender Document N° 1 – Specification and Appendices

and Addenda Numbers:

Tenderer's offer

For the Contract Price:

(\$.....) including GST

1. being the lump sum in the attached **Schedule of Lump Sum & Rates**; and

2. the products of the estimated quantity and the relevant rate for each item in the attached **Schedule of Rates**; and

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

Name (in block letters): (Authorised Officer)

In the Office Bearer capacity of:

.....

2 SCHEDULE OF PRICES – LUMP SUM AND RATES

(SUBMIT WITH TENDER FORM)

Insert the amount allowed for each of the following items.

This Schedule is for information only and does not form part of the Contract. Its purpose is to assist in valuing completed work, but the Principal is not bound to use it.

All amounts shall include GST.

MILESTONE 1: PRE-CONSTRUCTION

Item No.	Description	Quantity	Unit	Rate	Amount
1	All work and obligations under Milestone 1 NOT INCLUDED ELSEWHERE in this Schedule. This item is made up of the following: - -		Item	Lump Sum	\$
2	Statutory payments including but not limited to: fees, insurances, long service levy etc.		Item	Lump Sum	\$
3	Works & Public Liability Insurance		Item	Lump Sum	\$
4	Documentation of Contractor's Management Plans				
4.1	Construction methodology, work method statement(s) and construction program		Item	Lump Sum	\$
4.2	Project WH&S management plan		Item	Lump Sum	\$
4.3	Project environmental management plan, including traffic management plan		Item	Lump Sum	\$
4.4	Project quality plan and inspection and test plans		Item	Lump Sum	\$
4.5	Asbestos Removal Control Plan and associated Workcover Notices & Permits		Item	Lump Sum	\$
	Subtotal Milestone 1				\$

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

Name (in block letters): (Authorised Officer)

In the Office Bearer capacity of:

.....

TENDER SCHEDULE

MILESTONE 2: CONSTRUCTION

LUMP SUM ITEMS

Item No.	Description	Quantity	Unit	Rate	Amount
1	All work and obligations under Milestone 2 NOT INCLUDED ELSEWHERE in this Schedule. This item is made up of the following: -		Item	Lump Sum	\$
2	General				
2.1	Site Establishment		Item	Lump Sum	\$
2.2	Environmental management		Item	Lump Sum	\$
2.3	Site Disestablishment and restoration work		Item	Lump Sum	\$
3	Removal & Disposal of Existing Asbestos Cement Toe Drain				
3.1	Clearing and removal of all debris from the existing toe drain and areas to be occupied by the works		Item	Lump Sum	\$
3.2	Provision and maintenance of signs, barricades and the like to limit access to the asbestos removal area		Item	Lump Sum	\$
3.3	Removal of sludge and sediment from within the existing toe and disposal from site (as ACD)		Item	Lump Sum	\$
3.4	Removal of the existing toe drain and disposal from site (as ACM)				
	(a). Drain 1		Item	Lump Sum	\$
	(b). Drain 2		Item	Lump Sum	\$
	(c). Drain 3		Item	Lump Sum	\$
	(d). Drain 4		Item	Lump Sum	\$
3.5	Removal of a nominal 50 mm of soil surrounding the existing toe drain and disposal from site (as ACD)				
	(a). Drain 1		Item	Lump Sum	\$
	(b). Drain 2		Item	Lump Sum	\$
	(c). Drain 3		Item	Lump Sum	\$

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

Name (in block letters): (Authorised Officer)

In the Office Bearer capacity of:
.....

TENDER SCHEDULE

Item No.	Description	Quantity	Unit	Rate	Amount
	(d). Drain 4		Item	Lump Sum	\$
3.6	Engagement of an independent assessor to issue all required clearance certificates throughout the works		Item	Lump Sum	\$
4	Toe Drain Replacement				
4.1	Toe drain replacement including all required work such as foundation preparation, supply & installation of a 600mm James Hardie Spoon Drain or equivalent, trench stops as required, backfilling, compaction and restoration of surfaces				
	(a). Drain 1		Item	Lump Sum	\$
	(b). Drain 2		Item	Lump Sum	\$
	(c). Drain 3		Item	Lump Sum	\$
	(d). Drain 4		Item	Lump Sum	\$
	Subtotal Milestone 2 - Lump Sum Items				\$

SCHEDULE OF RATE ITEMS

Item No.	Description	Quantity	Unit	Rate	Amount
5	Rip Rap Protection				
5.1	Rip rap protection / stone pitching at all required pits and outlets	20	m ²	\$.....	\$.....
5.2	Rip rap protection / stone pitching at the ends of all new spoon drains	20	m ²	\$.....	\$.....
6	Restoration of Filter Drain Outlets				
6.1	Excavation, removal and disposal of slumped embankment material and replacement with a 200mm thick layer of 20mm blue metal aggregate	100	m ²	\$	\$
7	Provisional Sum Amount for Schedule of Rate Items for Variations				
7.1	Provisional Sum for schedule of rates items used for variations (<i>i.e. items 9.1 to 9.3</i>)				\$ 10,000.00
	Subtotal Milestone 2 - Rate Items				\$

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

Name (in block letters): (Authorised Officer)

In the Office Bearer capacity of:
.....

TENDER SCHEDULE

MILESTONE 3: WORK AS EXECUTED DRAWINGS

Item No.	Description	Quantity	Unit	Rate	Amount
1	Work As Executed Drawings				
1.1	Work As Executed Drawings		Item	Lump Sum	\$.....
	Subtotal Milestone 3				\$

TOTALS

Milestone 1 \$

Milestone 2: Lump Sum Items \$

Milestone 2: Rate Items \$

Milestone 3: \$

TOTAL (to equal the lump sum amount on the Tender Form) \$

SCHEDULE OF RATE ITEMS FOR VARIATIONS

Item No.	Description	Unit	Rate
8	Removal of additional material under and surrounding the existing Asbestos Cement Toe Drain		
8.1	Excavation and removal of additional soil surrounding the existing toe drain (extra over the nominal 50 mm of soil priced in Milestone 2 Item 3.5) and disposal from site (as ACD) - (range 0 to 50)	m ³	\$
8.2	Supply and placement of any additional foundation/bedding material for the new spoon drain due to additional excavation associated with the removal of additional soil surrounding the existing toe drain (extra over the nominal 50 mm of soil identified in the specification) - (range 0 to 50)	m ³	\$
8.3	Additional inspections by the independent assessor required to issue additional asbestos clearance certificates due to the requiring of excavation of additional soil surrounding the existing toe drain over the nominal 50 mm of soil indicated in the specification	Per inspection and report	\$

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

Name (in block letters): (Authorised Officer)

In the Office Bearer capacity of:

3 SCHEDULE OF PROPOSED CONSTRUCTION METHODOLOGY

(SUBMIT WITH TENDER FORM)

Provide a full description of the offer and how the offer will meet the requirements of the Specification. An outline methodology and sequence of activities for construction is required

A detailed methodology description of the proposed works shall include, but not limited to the following:

- A revised construction program
- Proposed hours of work
- Proposed access to the works, and proposed Contractors works areas, storage areas, facilities and site security
- Proposed environmental protection measures
- Proposed methodology for the removal of the existing toe drain, including proposed plant and equipment list to be used, and security measures associated with limiting access to the asbestos removal works area
- Proposed frequency of necessary attendance/inspections by the asbestos removal assessor required for the issuing of clearance certificates in order to meet the Contractor's works program and meet all requirements stated in this specification. The total number of clearance inspections to fulfil the scope of the Contract is to be clearly indicated.
- Proposed location of asbestos disposal facility
- Proposed personnel or consultants who will prepare the Asbestos Removal Control Plan, undertake the inspections and issue the clearance certificates
- Proposed methodology for the construction of the new spoon drain, including materials to be used, and proposed plant and equipment list to be used
- Methodology for construction of civil works including the restoration of the existing filter drain outlets, any required rip rap installation work and filter drain restoration work.
- Proposed disposal of any excess material and waste

The proposed construction methodology should be reflected in the *Schedule of Tender Program*.

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

Name (in block letters): (Authorised Officer)

In the Office Bearer capacity of:

4 SCHEDULE OF TENDER PROGRAM

(SUBMIT WITH TENDER FORM)

Submit a program, based on Contractual Completion Dates and Times, in the form of a bar chart.

Detail all resources proposed to complete the work under the Contract within the Contract period.

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

Name (in block letters): (Authorised Officer)

In the Office Bearer capacity of:
.....

5 SCHEDULE OF DEPARTURES

(SUBMIT WITH TENDER FORM)

List, or append hereto, any qualifications, departures or deviations from the specifications and drawings, which are included in the tender submission.

Notwithstanding any other information submitted in any other part of the tender (including any Tender Schedules), unless any qualification, departure or deviation from the specification and/or drawings is listed in this Schedule, the tender shall be deemed to comply with all requirements and obligations of the Contract.

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

Name (in block letters): (Authorised Officer)

In the Office Bearer capacity of:

6 SCHEDULE OF EXPERIENCE

(SUBMIT WITH TENDER FORM)

Submit Tenderer's experience in projects involving **works of similar size and complexity to those included in this contract**. Nominate below contracts that demonstrate the current and past experience of the company in work of **similar size and complexity**.

Provide information which will allow the Principal to assess the relevant experience and past performance of the tenderer, with emphasis on asbestos removal and civil/pipelaying projects.

Include a list of past projects carried out, their value and completion times.

INCLUDE CONTACT DETAILS OF REFEREES FOR ALL PROJECTS.

Attach copies of performance evaluations (eg Contractor Performance Reports) or references from the Client where available.

Attach additional pages if required.

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

Name (in block letters): (Authorised Officer)

In the Office Bearer capacity of:

TENDER SCHEDULE

Tenderer's Experience on Projects of Similar Size and Complexity

Contract	Description	Client	Client's Contact & Telephone Number	When Completed	Contract Amount	Performance Evaluation / Reference Attached

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

Name (in block letters): (Authorised Officer)

In the Office Bearer capacity of:

7 SCHEDULE OF PROJECT ORGANISATIONAL STRUCTURE

(SUBMIT WITH TENDER FORM)

- A. Provide an organisational chart of the Contractor's project team (including all consultants, sub-contractors and suppliers).
- B. Provide sufficient details explaining the structure between the head Contractor and the rest of the project team, clearly detailing roles and responsibilities.
- C. Detail the past experience of the project team successfully delivering similar asbestos removal and civil/pipelaying projects.

Signed for the Tenderer by: Date:.....
Name (in block letters): (Authorised Officer)
In the Office Bearer capacity of:

8 SCHEDULE OF PROPOSED CONTRACTOR'S PERSONNEL *(Page 1 of 2)*

(SUBMIT WITH TENDER FORM)

Demonstrate that the Contractor will provide suitably qualified, skilled and experienced personnel to undertake the proposed work;

Provide the following:

Project Director (Contractor's Senior Executive)

Name:

Qualifications:

Associations:

Technical ability and professional experience (nominate years), including past employers and projects (brief description only):

.....
.....
.....
.....
.....

Availability:

Project Manager (Contractors Proposed Authorised Person)

Name:

Qualifications:

Associations:

Technical ability and professional experience (nominate years), including past employers and projects (brief description only):

.....
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.....
.....

Availability:

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

Name (in block letters): (Authorised Officer)

In the Office Bearer capacity of:

8 SCHEDULE OF PROPOSED CONTRACTOR'S PERSONNEL (Page 2 of 2)

WH&S Manager

Name:

Qualifications:

Associations:

Technical ability and professional experience (nominate years), including past employers and projects (brief description only):

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.....
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.....
.....

Availability:

Environmental Manager

Name:

Qualifications:

Associations:

Technical ability and professional experience (nominate years), including past employers and projects (brief description only):

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Availability:

Project Foreman/ Site Supervisor

Demonstrate the proposed site supervisor's technical experience as well as competence in WH&S and Environmental matters (add additional sheets if required).

Name:

Qualifications:

Associations:

Technical ability and professional experience (nominate years), including past employers and projects (brief description only):

.....
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.....
.....

Availability:

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

Name (in block letters): (Authorised Officer)

In the Office Bearer capacity of:

9 SCHEDULES OF PROPOSED SUB-CONTRACTORS, CONSULTANTS & SUPPLIERS (Page 1 of 2)

(SUBMIT WITH THE TENDER)

The Contractor's other sub-Contractors, Consultants and Suppliers experience on similar projects

SUBCONTRACTORS (INCLUDING LICENCED ASBESTOS REMOVAL SPECIALIST IF APPLICABLE)

Name of Contractor, sub-Contractors' or Consultants'	Similar projects completed in the last 5 years	Referee & Organisation Name	Telephone
	1.....	.....	.....

	2.....	.....	.....

	3.....	.....	.....

	4.....	.....	.....

	5.....	.....	.....

CONSULTANTS – (INCLUDING INDEPENDENT ASBESTOS REMOVAL ASSESSOR)

Name of Contractor, sub-Contractors' or Consultants'	Projects completed in the last 5 years	Referee & Organisation Name	Telephone
	1.....	.....	.....

	2.....	.....	.....

	3.....	.....	.....

	4.....	.....	.....

	5.....	.....	.....

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

Name (in block letters): (Authorised Officer)

In the Office Bearer capacity of:

9 SCHEDULES OF PROPOSED SUB-CONTRACTORS, CONSULTANTS & SUPPLIERS *(Page 2 of 2)*

Nominate below other Subcontractors, Consultants or Suppliers proposed for each item of Selected Subcontract Work.

Selected Subcontract Work	Subcontractor, Consultants. Suppliers Proposed by Tenderer
»
»
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Signed for the Tenderer by: Date:.....
Name (in block letters): (Authorised Officer)
In the Office Bearer capacity of:

10 SCHEDULE OF QUALITY MANAGEMENT INFORMATION

(SUBMIT WITH THE TENDER)

Submit one of the following, to demonstrate the capacity to plan and manage the quality of work, one of the following:

- evidence of current full certification of the tenderer's Quality Management System to AS/NZS ISO 9001:2000 or equivalent, by a certifying body registered with the Joint Accreditation System - Australia and New Zealand (JAS-ANZ); **or**
- evidence that the tenderer's Quality Management System complies with the NSW Government *Quality Management Systems Guidelines (QMS Guidelines)*; **or**
- a minimum of three (3) completed examples of Inspection and Test Plans that comply with the requirements of the *QMS Guidelines* and have been used on at least two recent contracts.

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

Name (in block letters): (Authorised Officer)

In the Office Bearer capacity of:

11 SCHEDULE OF WORK HEALTH AND SAFETY MANAGEMENT INFORMATION

(SUBMIT WITH TENDER FORM)

PART A

Submit the documents and information specified below. Refer to Conditions of Tendering Clause–**Work Health and Safety Management.**

Evidence of Satisfactory WHS Management

Nominate at least three contracts/projects completed within the last two (2) years that demonstrate successful management of work health and safety by the tenderer:

Client	Name & location of contract <i>Eg. Sutherland Hospital Carpark; Dubbo Water Treatment Plant; Tamworth Coles Shopping Centre; 3 Storey Unit Block, Penrith.</i>	Contract Price/ Project Value	Start Date	Completion Date
.....
.....
.....
.....

Recent Prosecutions and Fines

Has the tenderer incurred a prosecution or fine for a breach of any Australian health and safety legislation during the past two (2) years?

☐ Yes, or

☐ No.

If ‘ Yes’, list details of every prosecution and fine below:

Description of WHS prosecution or fine	Action taken by tenderer in response
.....
.....
.....
.....

PART B

Submit the additional documents and information specified below. Refer to Conditions of Tendering Clause – **Work Health and Safety Management.**

Additional Evidence of Satisfactory WHS Management

Submit the following additional information for each of the three contracts/projects nominated in the list submitted above

by the tenderer in the Tender Schedules – **Schedule of WHS Management**

Information – Part A, Subclause – Evidence of Satisfactory WHS Management:

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

Name (in block letters): (Authorised Officer)

In the Office Bearer capacity of:

- a) a client referee report (which may be a NSW Government Agency Contractor Performance Report) commenting on the tenderer's performance in relation to safety management, identifying the referee's name, position, organisation, and contact details; **and**
- b) a copy of a third party audit report; **or** internal audit report; **or** Site safety inspection report; **or** Site safety review report; **or** other similar evidence.

Hazardous Substances

Submit details of proposed:

- i) methods for surveying for hazardous substances;
- ii) methods for handling and removal from the Site of hazardous substances; and
- iii) consultants and subcontractors and licence details.

Recent WHS prosecutions and fines

Provide:

- a statement confirming that the Tenderer is not in default of any fine issued for a breach of the WHS legislation; **AND**
- details of every WHS prosecution and fine imposed on the Tenderer in Australia during the last two years, together with a description of actions taken by the Tenderer in response to each prosecution and fine; or
- a statement that the Tenderer incurred no prosecutions or fines during the last two years.

Work Health and Safety Management Monthly Report

The Tenderer undertakes, if awarded the Contract, to provide Monthly WHS Management Reports as described in Preliminaries clause – Work Health and Safety Management.

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

Name (in block letters): (Authorised Officer)

In the Office Bearer capacity of:

12 SCHEDULE OF ENVIRONMENTAL MANAGEMENT INFORMATION

(SUBMIT WITH TENDER FORM)

Submit the documents and information specified below. Refer to Conditions of Tendering Clause - **Environmental Management.**

Evidence of Satisfactory Environmental Management

Nominate at least three contracts/projects completed within the last two years that demonstrate successful environmental management by the tenderer:

Client	Name & location of contract <i>E.g. Sutherland Hospital Carpark; Dubbo Water Treatment Plant; Tamworth Coles Shopping Centre; 3 Storey Unit Block, Penrith.</i>	Contract Price/ Project Value	Start Date	Completion Date
.....
.....
.....
.....

Recent Environmental Prosecutions and Fines

Has the tenderer incurred a prosecution or fine under the *Protection of the Environment Operations Act 1997 (POEO Act)* or any other Australian environmental legislation during the last two (2) years?

☐ Yes, or

☐ No.

If 'Yes', list details of every prosecution and fine below:

Description of environmental prosecution or fine	Action taken by tenderer in response
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(SUBMIT WHEN REQUESTED)

Implemented Environmental Management Plan

Submit a copy of an environmental management plan implemented by the tenderer for a contract/project, similar in type and value to this Contract that was completed within the last two (2) years.

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

Name (in block letters): (Authorised Officer)

In the Office Bearer capacity of:

13 SCHEDULE OF FINANCIAL ASSESSMENT INFORMATION

(SUBMIT WHEN REQUESTED)

Submit the documents and information listed below, in relation to the entity submitting the tender (the tenderer). Refer to Conditions of Tendering Clause - **Financial Assessment**.

1. Financial Statements for the last three years, including:
 - i) Balance Sheets;
 - ii) Detailed Profit and Loss Statement, including a Trading Statement;
 - iii) Statement of Cash Flows;
 - iv) Notes to and Forming Part of the Accounts;
 - v) An Accountant's Report; and
 - vi) Where existing, Auditor's Reports.

The ABN/ACN on the financial statements must match the ABN/ACN of the tenderer. Consolidation accounts of a parent organisation or group to which the tenderer belongs are not acceptable.
2. Where the tenderer's latest financial statement is more than 6 months old, the latest management report showing:
 - i) a Balance Sheet;
 - ii) a Detailed Profit and Loss Statement including a Trading Statement.
3. A letter from the tenderer's banker providing details of overdraft and guarantee facilities, including:
 - i) Bank, Branch, and Account Names;
 - ii) Current bank overdraft balance and available limit;
 - iii) Number and amount of bank guarantees outstanding and available limit; and
 - iv) Details of other bank funding facilities available to the tenderer, such as term loans, lines of credit, commercial bills and other debt instruments.
4. Where any financial statement supplied is not audited, copies of the tenderer's taxation returns may be requested.
5. A summarised breakdown of the ageing of trade debtors and trade creditors, i.e. total amount at 30, 60, 90 and 120+ days.
6. Names of the tenderer's subsidiaries and related entities.
7. A description of the tenderer's main operations including ANZSIC Codes (Australia and New Zealand Industry Classification Code).
8. A point form summary of the tenderer's corporate history.
9. Profiles of the tenderer's directors or principals, including position, qualifications and experience.
10. A list of the tenderer's current projects, including project name, client, project value, start date and percentage complete and a list of recently completed projects.
11. Names and contact numbers (phone/facsimile) of the tenderer's:
 - i) Major suppliers;
 - ii) Major subcontractors.

Signed for the Tenderer by: Date:.....
Name (in block letters): (Authorised Officer)
In the Office Bearer capacity of:

14 SCHEDULE OF INDUSTRIAL RELATIONS INFORMATION

(SUBMIT WITH TENDER FORM)

List the Federal and NSW awards to which the Tenderer is bound:

Federal and NSW awards

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List the enterprise, workplace or other enforceable industrial relations agreements to which the Tenderer is bound, and attach copies of those agreements to this Schedule

Enterprise, workplace and other enforceable industrial relations agreements

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Undertaking to Provide information

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

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

Name (in block letters): (Authorised Officer)

In the Office Bearer capacity of:

15 SCHEDULE OF COMPLIANCE WITH NSW GOVERNMENT'S IMPLEMENTATION GUIDELINES TO THE NSW GOVERNMENT CODE OF PRACTICE FOR PROCUREMENT)

(SUBMIT WITH TENDER FORM)

Refer to Conditions of Tendering clause – NSW Government Code of Practice for Procurement and Implementation Guidelines.

Primary acknowledgments and undertakings

1. By completing this Compliance Schedule and submitting an expression of interest or tender response, the tenderer:
 - (a) acknowledges that the NSW Government's Code of Practice for the Building and Construction Industry (NSW Code) and the NSW Government's Implementation Guidelines to the NSW Code of Practice for the Building and Construction Industry (NSW Guidelines) apply to the project the subject of this tender;
 - (b) undertakes that it, and its related entities, comply with the NSW Code and NSW Guidelines on:
 - (i) the project the subject of this tender;
 - (ii) privately and publicly funded building and construction work to which the NSW Guidelines apply, on and from the date of submitting this expression of interest or response (if not already required to comply on such privately and publicly funded projects);
 - (c) confirms that it and its related entities have complied with:
 - (i) the NSW Code and NSW Guidelines on all its other projects to which the NSW Guidelines apply or have applied; and
 - (ii) all applicable legislation, court and tribunal orders, directions and decisions, and industrial instruments;
 - (d) confirm that, where it and its related entities are, or have been, required to comply with the National Code of Practice for the Construction Industry (National Code) and the Australian Government Implementation Guidelines for the National Code of Practice for the Construction Industry as amended from time to time including the Building Code 2013 (National Guidelines), they have done so; and
 - (e) confirms that neither it, nor any of its related entities, are subject to a sanction or other circumstance that would preclude the tenderer from submitting an expression of interest or tender response, or, if successful, being awarded a contract.

Sanctions for non-compliance

2. The NSW Treasury, through the Construction Compliance Unit (CCU), has responsibility for enforcing, and ensuring compliance with, the NSW Code and NSW Guidelines.
3. The tenderer acknowledges that where it, or a related entity, fails to comply with the NSW Code or NSW Guidelines, a sanction may be imposed on the tenderer or its related entity or both. The sanctions that can be imposed include, but are not limited to, one or more of the following:
 - (a) a formal warning that a further breach will lead to severe sanctions;
 - (b) referral of a complaint to the relevant industry organisation for assessment against its own professional code of conduct and appropriate action;

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

Name (in block letters): (Authorised Officer)

In the Office Bearer capacity of:

- (c) reduction in tendering opportunities at either agency or government-wide level, for example, by exclusion of the breaching party from tendering for government work above a certain value, or for a specified period;
- (d) reporting the breach to an appropriate statutory body; and
- (e) publicising the breach and identity of the party.

Disclosure of information

4. The tenderer agrees and gives its consent (or reaffirms its consent), and confirms that its related entities agree and give their consent (or reaffirm their consent), to the disclosure of information concerning the tenderer's, and the tenderer's related entities', compliance with the NSW Code, NSW Guidelines (and Victorian counterparts), National Code and National Guidelines, including disclosure of details of past conduct relating to the NSW Code and NSW Guidelines and whether or not sanctions have been imposed on a tenderer or its related entities.
5. The tenderer confirms that it has obtained, or will obtain, the consent of each subcontractor or consultant it proposes to use on the project, or that it will use if successful in the tender, to the disclosure of information concerning the subcontractor's and consultant's compliance with the NSW Code, NSW Guidelines (and Victorian counterparts), National Code and National Guidelines including disclosure of details of past conduct relating to the NSW Code and NSW Guidelines and whether or not sanctions have been imposed on the subcontractor or consultant or its related entities.
6. The consent (or reaffirmation of consent) by the tenderer, its related entities and any proposed or subsequent subcontractors, is given to the State of New South Wales, its agencies, Ministers and the CCU (and its authorised personnel) for purposes including:
 - (a) the exercise of their statutory or portfolio responsibilities;
 - (b) investigating and checking, claims and assertions made by the tenderer in any documents provided as part of its expression of interest or tender response (including, but not limited to, any Workplace Relations Management Plans or Health and Safety Management Plans);
 - (c) monitoring, investigating and enforcing the NSW Code and NSW Guidelines; and
 - (d) ensuring, facilitating and promoting compliance with the NSW Code and NSW Guidelines.
7. The tenderer acknowledges that this consent is not limited to this tender, or this project, as parties are expected to comply with the NSW Code and NSW Guidelines on future projects to which they apply.

Positive obligations

8. Without limiting the obligations and requirements in the NSW Guidelines, the tenderer acknowledges and undertakes to comply with its positive obligations under the NSW Code and NSW Guidelines, including to:
 - (a) comply with any Workplace Relations Management Plan and Health and Safety Management Plan;
 - (b) allow NSW Government authorised personnel to: (i) access the project site and other premises;
 - (i) monitor and investigate compliance with the NSW Code and NSW Guidelines;
 - (ii) inspect any work, material, machinery, appliance, article, or facility;
 - (iii) inspect and copy any record relevant to the project; and
 - (iv) interview any person;
 as is necessary to demonstrate compliance with the NSW Code and NSW Guidelines;

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

Name (in block letters): (Authorised Officer)

In the Office Bearer capacity of:

- (c) notify the CCU (or nominee) and the Client Agency of any alleged breaches of the NSW Code and NSW Guidelines and of voluntary remedial action taken, within 24 hours of becoming aware of the alleged breach;
 - (d) (for principal contractors only) report any grievance or dispute relating to workplace relations or OHS&R matters that may impact on project costs, related contracts or timelines to the CCU (or nominee) and the Client Agency within 24 hours of becoming aware of the grievance or dispute and to provide regular updates on the grievance or dispute;
 - (e) report any threatened or actual industrial action that may impact the project, project costs, related contracts or timelines to the CCU (or nominee) and the Client Agency within 24 hours and provide regular updates about the steps being taken to resolve the threatened or actual industrial action;
 - (f) take all steps reasonably available to prevent, or resolve, industrial action which adversely affects, or has the potential to adversely affect, the delivery of the project or other related contracts on time and within budget; and
 - (g) take all reasonably available steps to prevent, or bring to an end, unprotected industrial action occurring on, or affecting the project, including by pursuing legal action where possible. Any such legal action must be conducted (and where appropriate, concluded) in a manner consistent with the guiding principles and objectives of the NSW Guidelines, namely supporting outcomes of compliance with the law, productivity in delivering the project on time and within budget, maintaining a high standard of safety and protecting freedom of association.
9. Without limiting the obligations and requirements of the NSW Code and NSW Guidelines, the tenderer acknowledges its obligation to ensure, through contract, that subcontractors and consultants similarly do, or allow for, each of these applicable positive obligations.

Privately funded work

10. The tenderer acknowledges and agrees that in respect of its privately funded building and construction work (to which the NSW Guidelines apply) it, and its related entities, will:
- (a) comply with the NSW Code and NSW Guidelines;
 - (b) maintain adequate records of compliance with the NSW Code and NSW Guidelines (including by contractors);
 - (c) allow NSW Government authorised personnel to:
 - (i) access the sites and premises;
 - (ii) monitor and investigate compliance with the NSW Code and NSW Guidelines;
 - (iii) inspect any work, material, machinery, appliance, article, or facility;
 - (iv) inspect and copy any record relevant to the project; and
 - (v) interview any person;
- as is necessary to demonstrate compliance with the NSW Code and NSW Guidelines; and
- (d) ensure contractors and consultants similarly do, or allow, for each of these obligations.
 - (e) Declaration by tenderer and authorised representative
11. By signing this declaration on behalf of the tenderer, the authorised representative declares that they have full authority to execute it and have obtained any necessary consents and approvals to do so.

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

Name (in block letters): (Authorised Officer)

In the Office Bearer capacity of:

END OF SECTION –TENDER SCHEDULES

Signed for the Tenderer by: Date:.....
Name (in block letters): (Authorised Officer)
In the Office Bearer capacity of:

1. MW21 General Conditions of Contract

Table of Contents

MW21 General Conditions of Contract	1
1. Definitions	1
1A NSW Code of Practice for Procurement and Implementation Guidelines	2
2. The Contract	5
3. Design and Construction	6
4. Care of People, Property and the Environment	7
5. Insurance	8
6. Site Access	10
7. Site Conditions	11
8. Materials and Work	12
9. Variations	13
10. Suspension	15
11. Completion	16
12. Delay to Completion	17
13. Payment and Retention	18
14. After Completion	20
15. Claims	21
16. Disputes	22
17. Contractor's Default and Insolvency	24
18. Termination for the Principal's Convenience	26
19. Termination for the Principal's Default	27
Schedule 1 – Unconditional Undertaking	28
MW21 Contract Information	29
1. Authorised Person	29
2. Purpose of the Works	29
3. Milestones	29
4. Post Completion Period	30
5. Principal	30
6. Senior Executive	30
7. Extent of Design	30
8. Design Documents	30
9. Works and Public Liability Insurance	31
10. Professional Indemnity Insurance	31
11. Site Access	31
12. Time for Completion	31
13. Delay Costs	31
14. Liquidated Damages	31
15. Payment Claims	32
Combined Subcontractor's Statement and Supporting Statement	33

MW21 General Conditions of Contract

THERE ARE 36 PAGES IN THIS SECTION

1. Definitions

1.1 Authorised Person

The person stated in Contract Information - **Item 1** who is appointed by the Principal to act with its full authority in all matters relating to the Contract.

1.2 Business Day

Any day other than a Saturday, Sunday, Public Holiday in NSW or 27, 28, 29, 30 or 31 December.

1.3 Completion

The state of the work under the Contract or any Milestone when:

- (a) it is capable of use for the purpose stated in the Contract Information;
- (b) it has passed all required tests and is free from any known Defects;
- (c) the Contractor has provided all the required documents; and
- (d) the Contractor has made good the Site and surroundings.

1.4 Contract

The agreement between the parties for the carrying out of the work under the Contract, as set out in the Contract Documents and accepted in writing by the Principal.

1.5 Contractor

The entity that is to carry out the work under the Contract.

1.6 Contract Documents

- (a) the documents prepared by the Principal for the Contract and provided to the Contractor;
- (b) the tender submitted by the Contractor as accepted by the Principal; and
- (c) any variations to the documents in (a) and (b) agreed to by the parties in writing or made under the Contract.

1.7 Contract Price

- (a) where the Principal accepted only a lump sum, the lump sum; or
- (b) where the Principal accepted rates, the sum of the products of the quantity and the relevant rate for each item in the Schedule of Rates, plus any lump sums in the Schedule of Rates.

as adjusted in accordance with the Contract.

1.8 Day

A calendar day.

1.9 Defect

Any aspect of the work under the Contract that does not conform with the Contract.

1.10 Direct Costs

Costs incurred by the Contractor excluding costs of supervision, site establishment, general tools, administration, overheads, fees, delay, disruption and profit.

1.11 Milestone

A part of the work under the Contract that is specified as a Milestone in **Contract Information - Item 3**.

1.12 Parties

The Principal and the Contractor.

1.13 Post Completion Period(s)

The period(s) stated in Contract Information - **Item 4.**

1.14 Principal

The entity stated in Contract Information - **Item 5.**

1.15 Provisional Allowance

An amount included in the Contract Price for work for which payment will be made as a Provisional Sum or a Provisional Rate Amount.

1.16 Provisional Sum

An amount included in the Contract Price, which is identified as a provision for the work specified in the Contract against that Provisional Sum.

1.17 Provisional Rate Amount

An amount included in the Contract Price, based on a rate tendered for a provisional item of work.

1.18 Senior Executive

The person stated in Contract Information - **Item 6.**

1.19 Site

The lands and other places made available to the Contractor by the Principal for the purpose of the Contract.

1.20 Site Conditions

The physical conditions on, about or below the Site, excluding conditions resulting from weather.

1.21 Subcontractor's Statement

The Subcontractor's Statement in the form available from the WorkCover website at: www.workcover.nsw.gov.au

To access, enter the form title in the Search bar on the Home page.

1.22 Variation

Any change to the character, form, quality and extent of the work under the Contract instructed or accepted in writing by the Principal. A Variation shall not invalidate the Contract.

1.23 Works

The works to be designed and constructed under the Contract.

1A NSW Code of Practice for Procurement and Implementation Guidelines

Terminology

- .1 In addition to terms defined in this document, terms used in this clause have the same meaning as is attributed to them in the New South Wales Government's Implementation Guidelines to the NSW Code of Practice for the Building and Construction Industry (NSW Guidelines) (as published by the NSW Treasury July 2013). The NSW Code and NSW Guidelines are available at www.industrialrelations.nsw.gov.au.

Primary Obligation

- .2 The parties must comply with and meet any obligations imposed by the NSW Government Code of Practice for Procurement (NSW Code) and the NSW Guidelines.
- .3 The Contractor must notify the CCU and the Principal of any possible non-compliance with the NSW Code and NSW Guidelines and of remedial action taken, within 24 hours of becoming aware of the possible non-compliance.
- .4 Where the Contractor engages a Subcontractor or Consultant, the Contractor must ensure that that contract imposes on the Subcontractor or Consultant equivalent obligations to those in this clause (under the heading NSW Code and Implementation Guidelines), including that the Subcontractor or Consultant must at all times comply with, and meet any obligations imposed by, the NSW Code and the NSW Guidelines.

- .5 The Contractor must not appoint or engage another party in relation to the contract where that appointment or engagement would breach a sanction imposed on the other party in relation to the NSW Code or NSW Guidelines.

Access and information

- .6 The Contractor must maintain adequate records of compliance with the NSW Code and NSW Guidelines by it, its Subcontractors, Consultants and related entities.
- .7 The Contractor must allow, and take reasonable steps to facilitate, authorised personnel (including personnel of the CCU) to:
- .1 enter and have access to sites and premises controlled by the Contractor, including but not limited to the project site;
 - .2 inspect any work, material, machinery, appliance, article or facility;
 - .3 access information and documents;
 - .4 inspect and copy any record relevant to the project;
 - .5 have access to personnel; and
 - .6 interview any person;

as is necessary for the authorised personnel to monitor and investigate compliance with the NSW Code and NSW Guidelines, by the Contractor, its Subcontractors, Consultants, and related entities.

- .8 The Contractor, and its related entities, must agree to, and comply with, a request from authorised personnel (including personnel of the CCU) for the production of specified documents by a certain date, whether in person, by post or electronic means.

Sanctions

- .9 The Contractor warrants that at the time of entering into this contract, neither it, nor any of its related entities, are subject to a sanction in connection with the NSW Code or NSW Guidelines that would have precluded it from responding to a procurement process for work to which the NSW Code and NSW Guidelines apply.
- .10 If the Contractor does not comply with, or fails to meet any obligation imposed by, the NSW Code or NSW Guidelines, a sanction may be imposed against it in connection with the NSW Code or NSW Guidelines.
- .11 Where a sanction is imposed:
- .1 it is without prejudice to any rights that would otherwise accrue to the parties; and
 - .2 the State of NSW (through its agencies, Ministers and the CCU) is entitled to:
 - .1 record and disclose details of noncompliance with the NSW Code or NSW Guidelines and the sanction; and
 - .2 take them into account in the evaluation of future procurement processes and responses that may be submitted by the Contractor, or its related entities, in respect of work to which the NSW Code and NSW Guidelines apply.

Compliance

- .12 The Contractor bears the cost of ensuring its compliance with the NSW Code and NSW Guidelines, including in respect of any positive steps it is obliged to take to meet its obligations under the NSW Guidelines. The Contractor is not entitled to make a claim for reimbursement or an extension of time from the Principal or the State of NSW for such costs.
- .13 Compliance with the NSW Code and NSW Guidelines does not relieve the Contractor from responsibility to perform the works and any other obligation under the contract, or from liability for any defect in the works or from any other legal liability, whether or not arising from its compliance with the NSW Code and NSW Guidelines.
- .14 Where a change in the contract or works is proposed, and that change may, or may be likely to, affect compliance with the NSW Code and NSW Guidelines, the Contractor must immediately notify the Principal (or nominee) of the change, or likely change and specify:
- .1 the circumstances of the proposed change;

- .2 the extent to which compliance with the NSW Code and NSW Guidelines will be, or is likely to be, affected by the change; and
 - .3 what steps the Contractor proposes to take to mitigate any adverse impact of the change (including any amendments it proposes to a Workplace Relations Management Plan or Work Health and Safety Management Plan);and
- the Principal will direct the Contractor as to the course it must adopt within 10 Business Days of receiving notice.

2. The Contract

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

Headings, arrows and guidance notes are for convenience only and do not affect interpretation.

2.2 If the Contractor finds any error, discrepancy or ambiguity in the Contract Documents, then the Contractor is to inform the Principal before commencing the affected work and follow any instructions given by the Principal.

2.3 The Principal may give an instruction in relation to the Contract. The Contractor is to comply with the instruction within the time stated in the instruction or, if no time is stated, within a reasonable time.

2.4 The Contractor must not:

- (a) subcontract all the work under the Contract; or
- (b) enter into a single subcontract for the majority of the work under the Contract without first obtaining the Principal's written consent.

2.5 The Contractor is solely responsible for all subcontractors and for their acts and omissions.

2.6 During claim and dispute resolution procedures undertaken under **Clauses 15** and **16**, the parties must continue to perform their obligations under the Contract.

2.7 This Contract is governed by the laws of New South Wales.

3. Design and Construction

3.1 The Contractor is to complete the Principal's design to the extent stated in Contract Information - **Item 7**.

3.2 The Contractor is not to depart from the Principal's design unless instructed by the Principal. The Principal retains responsibility for the design carried out by the Principal.

3.3 The Contractor has sole responsibility for the Contractor's design. The Principal relies on the Contractor's care, knowledge and skill in carrying out this responsibility.

3.4 The completed design is to conform with the Contract and be fit for the purpose of the Works stated in Contract Information - **Item 2**.

3.5 The Contractor is to progressively submit the completed design, comprising drawings, specifications, calculations and any statutory certificates required, to the Principal in accordance with Contract Information - **Item 8**.

3.6 The Principal is not bound to check the completed design for errors, omissions or conformance with the Contract. No comment made by the Principal relieves the Contractor of the Contractor's obligations and liabilities under the Contract.

The Principal is not liable to the Contractor for any claim whatsoever that relates to the Principal not detecting or notifying the Contractor of any error, omission or non-conformance with the Contract in the completed design.



3.7 All intellectual property and moral rights in any design created specifically for the Contract shall vest in the Principal upon their creation.

The Contractor grants to the Principal an unconditional and irrevocable licence to use any other design provided by or for the Contractor, to the extent necessary for the Works, including any subsequent repairs, maintenance or servicing (including the supply of replacement parts) or additions or alterations to the Works.

3.8 The Contractor is to construct the Works in accordance with the completed design, and make good the Site and surroundings.

3.9 The Contractor is to provide minor items not included in the design that are needed to satisfactorily complete the Works.

3.10 The Contractor is to carry out work that is the subject of a Provisional Allowance only as instructed by the Principal and under the terms specified in the instruction.

If the Principal requests the Contractor to submit a price for work that is the subject of a Provisional Sum, then the Contractor is to comply within 14 days after the request.

4. Care of People, Property and the Environment

4.1 From the time access to any part of the Site is given to the Contractor until the date of Completion of the Works, the Contractor is responsible for the care of, and is to make good, at the Contractor's expense, any loss or damage which occurs to:

- (a) the Works;
- (b) construction plant; and
- (c) things entrusted to the Contractor by the Principal for the purpose of carrying out the work under the Contract.

In carrying out the work under the Contract, the Contractor is to minimise inconvenience to others.

The Contractor is liable for any loss or damage caused by the Contractor whilst making good Defects.

4.5 Nothing in **Clause 4** relieves the Principal of liability for acts and omissions of the Principal.

4.6 If:

- (a) action is required to avoid injury, death, harm to the environment or loss of, or damage to, property, and the Contractor does not take the necessary action when instructed by the Principal; or

- (b) urgent action is required, then the Principal may take the action, without relieving the Contractor of its obligations or liabilities.

The Principal's costs in relation to any such action, as certified by the Principal, are a debt due and payable by the Contractor to the Principal.

4.2 The Contractor indemnifies the Principal against any:

- (a) legal liability for injury, death or harm to the environment;
- (b) breach of intellectual property rights in relation to material provided by or for the Contractor; and
- (c) loss of, or damage to, property of the Principal, or others,

arising out of the carrying out of the work under the Contract.

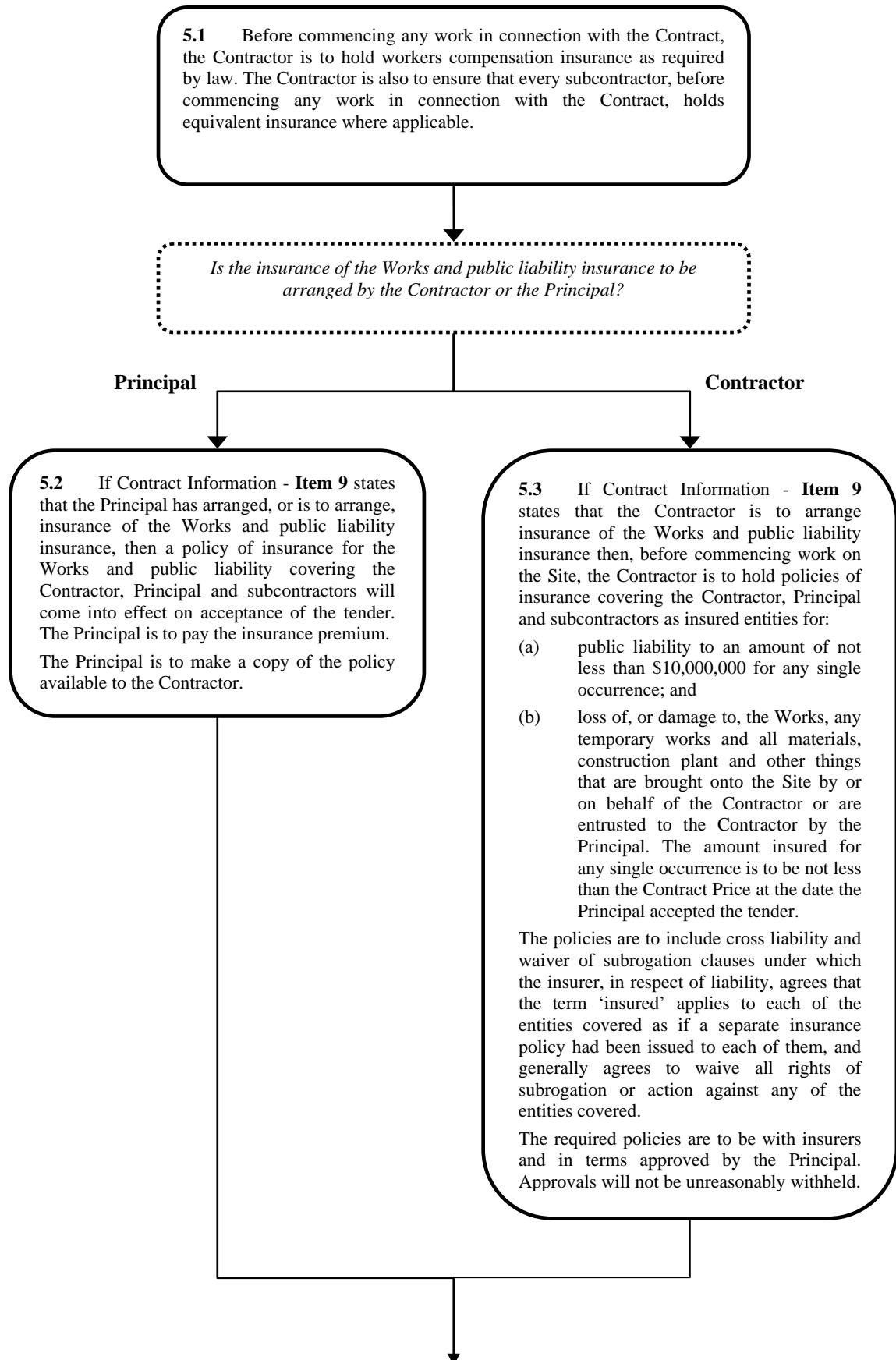
The Contractor's liability to indemnify the Principal is reduced to the extent that an act or omission of the Principal has contributed to the injury, loss or damage.

Part 4 of the *Civil Liability Act 2002* (NSW) does not apply to this Contract.

4.3 The Contractor is to set reasonable standards of conduct and ensure they are met by persons engaged in carrying out the work under the Contract.

4.4 The Principal may instruct the Contractor to remove a person from the Site and surroundings for failing to meet reasonable standards of conduct.

5. Insurance



5. Insurance (Continued)



5.4 The Contractor or relevant subcontractor is to hold the following additional insurance policies:

- (a) marine liability insurance, if the work under the Contract involves the use of water-borne craft in excess of 8 metres in length; and
- (b) professional indemnity insurance, if stated in Contract Information - **Item 10**.

The policies are to be in place before commencing the relevant work.

The policy under (a) is to be:

- (i) in the name of the Contractor and cover the Contractor, Principal and subcontractors, as insured entities, for their respective rights, interests and liabilities to third parties; and
- (ii) for an amount not less than \$5,000,000 for any single occurrence and include cross-liability and waiver of subrogation clauses under which the insurer, in respect of liability, agrees that the term 'insured' applies to each of the entities covered as if a separate insurance policy had been issued to each of them, and generally agrees to waive all rights of subrogation or action against any of the entities covered.

The policy under (b) is to cover the Contractor for liability to the Principal for an amount not less than \$500,000 for loss (whether economic loss or any other loss) for any single occurrence arising from errors or omissions in the design of the Works carried out by or on behalf of the Contractor. The insurance is to be held for a period of at least one year after the work under the Contract reaches Completion.

5.5 For any insurance the Contractor is required to hold under the Contract, the Contractor is:

- (a) responsible for the payment of premiums;
- (b) to maintain all the policies, other than professional indemnity insurance, until the work under the Contract reaches Completion or the end of the Post Completion Period, whichever is later; and
- (c) to provide evidence of the currency of the policies and copies of the Works, public liability and marine liability insurance policies to the Principal before commencing the relevant work.

5.6 If the Contractor fails, within 7 days after a written request from the Principal, to provide satisfactory evidence of having paid insurance premiums and compliance with other insurance obligations under the Contract, then the Principal may effect or maintain the insurance and pay any premiums. The Contractor is to pay the Principal the amount of any premiums or deductibles paid by the Principal plus, in each and every case, \$500 to cover the Principal's costs. These amounts, once notified, are a debt due and payable by the Contractor to the Principal.

5.7 The Contractor is responsible for making and managing any claims and meeting the costs of any deductibles.

6. Site Access

6.1 The Principal is to give the Contractor access to sufficient of the Site to allow the Contractor to start the work under the Contract, by the time(s) stated in Contract Information - **Item 11**.

6.2 The Principal is to act reasonably for the purposes of **Clause 6.1** but is not required to give the Contractor sole or uninterrupted possession of, or access, to the Site.

6.3 The Contractor is to start work on the Site as soon as practicable after being given access to sufficient of the Site, but not before satisfying all necessary requirements.

6.4 The Contractor is to give the Principal, and any third party authorised by the Principal, reasonable access to the Site for any purpose.

7. Site Conditions

7.1 If the Contractor encounters Site Conditions that differ materially and adversely from what should reasonably have been expected at close of tenders, then the Contractor is to notify the Principal forthwith in writing and in any event within 7 days after encountering them.

The notification is to include details of the materially adverse Site Conditions and the additional time and cost the Contractor estimates will be required to deal with them.

7.2 The Contractor is solely responsible for dealing with Site Conditions and is to minimise any additional time and cost.

7.3 From the time the Principal receives notification complying with **Clause 7.1**, the Contractor is entitled to:

- (a) payment of the Contractor's reasonable additional Direct Costs plus a margin of 15%; and
- (b) an extension of time for delays in reaching Completion,

where the additional cost or delay are necessarily incurred as a result of the materially adverse Site Conditions.

This entitlement is reduced to the extent that the Contractor has not minimised additional time and costs.

The Contractor has no entitlement to additional payment or an extension of time in relation to the period prior to the date of receipt of notification under **Clause 7.1**.

The Contractor has no other entitlements due to materially adverse site conditions except under **Clause 7.5**.

7.4 The Contractor is to claim any additional Direct Costs and extensions of time to which it is entitled under **Clause 7.3** within 28 days after completing the relevant work.

The claim is to be made in accordance with **Clause 15.2**.

7.5 If a Variation is instructed as a result of materially adverse Site Conditions, the Contractor's entitlements under **Clause 7.3** cease from the time of the instruction and **Clause 9** applies to the Variation.

8. Materials and Work

8.1 The Contractor is to:

- (a) supply materials which are new (unless otherwise specified), free from defects and fit for purpose; and
- (b) use standards of workmanship (including design) and work methods, which conform with the Contract, the Building Code of Australia, relevant Australian Standards and codes of practice, and the lawful requirements of any authority.

8.2 When instructed by the Principal, the Contractor is to:

- (a) uncover and re-cover work; and/or
- (b) carry out additional testing.

8.3 The Contractor is not entitled to additional payment or an extension of time in respect of an instruction under **Clause 8.2** unless the work uncovered or tested conforms with the Contract, in which case the instruction will be dealt with as an instruction under **Clause 9**.

8.4 The Contractor is to make good any Defect when it becomes apparent.

The Principal may, in its absolute discretion, propose to accept work under the Contract with any specified Defect not made good, on specified terms.

If the Contractor does not accept the Principal's proposal, then the Contractor is to make good the Defect.

8.5 Nothing in **Clause 8** relieves the Contractor of any obligations or liabilities under the Contract.

9. Variations

9.1 The Contractor is not to change the Works without an instruction from the Principal or written acceptance by the Principal of a proposal from the Contractor.

9.2 The Contractor is to take all reasonable steps to carry out any Variation concurrently with other work and to otherwise minimise any delays.

9.3 If the Contractor proposes a Variation for the Contractor's convenience the Principal may, in its absolute discretion, accept the proposal on specified terms.

9.4 If, in respect of a possible Variation, the Principal requests the Contractor to submit a proposal, including the effect on the Contract Price, the time required to reach Completion and any other implications for the Contract, the Contractor is to comply with the request within 14 days. If the Variation will involve additional work, the proposal should include a margin of no more than 15% on Direct Costs. If the Variation will involve less work, the proposal should include a margin of no less than 5% on the reduction in Direct Costs.

Does the Principal accept the Contractor's proposal?

Yes

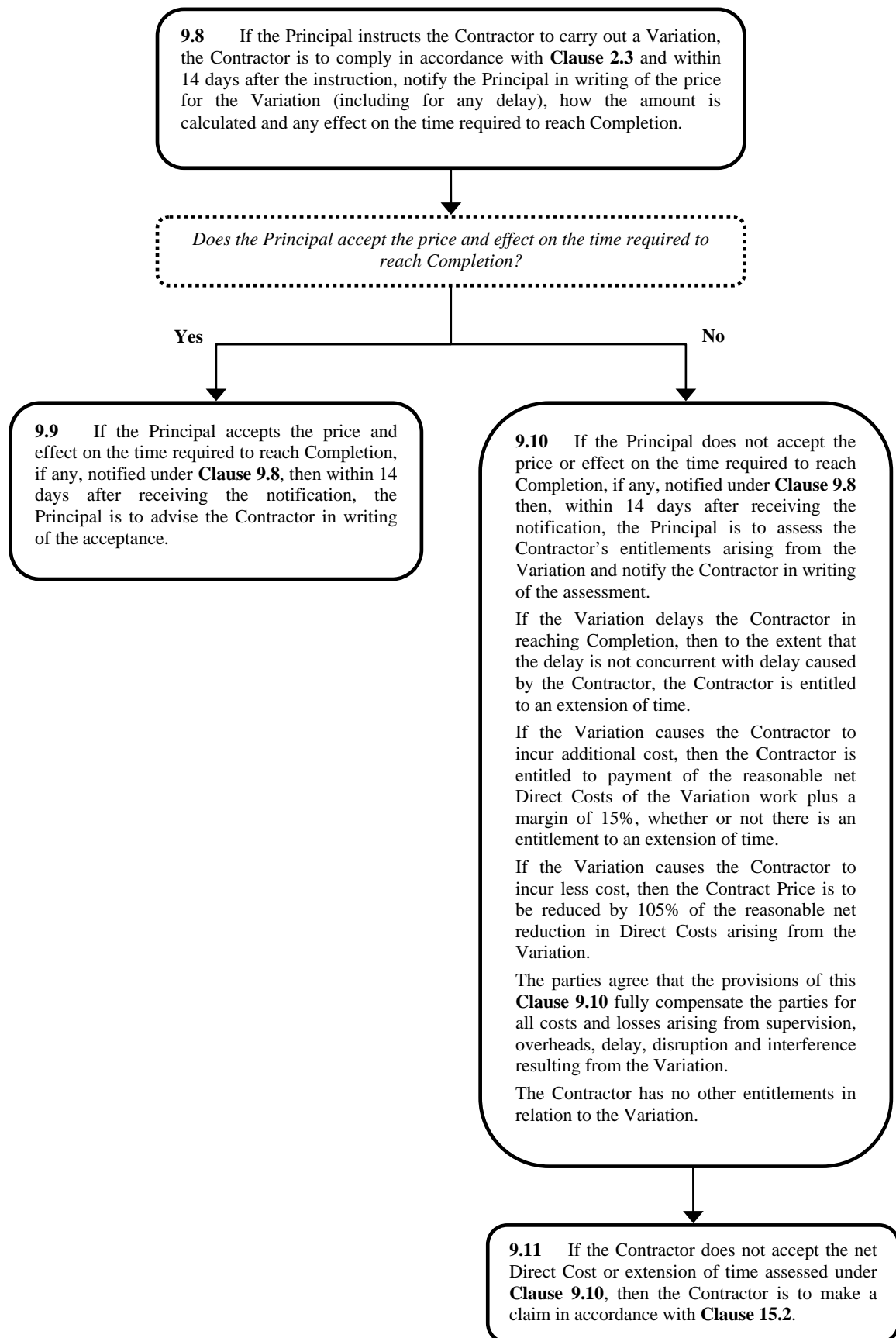
No

9.5 If the Principal accepts a proposal submitted under **Clause 9.4**, then within 14 days after receiving the proposal, the Principal is to notify the Contractor in writing that the proposal is accepted as a Variation.

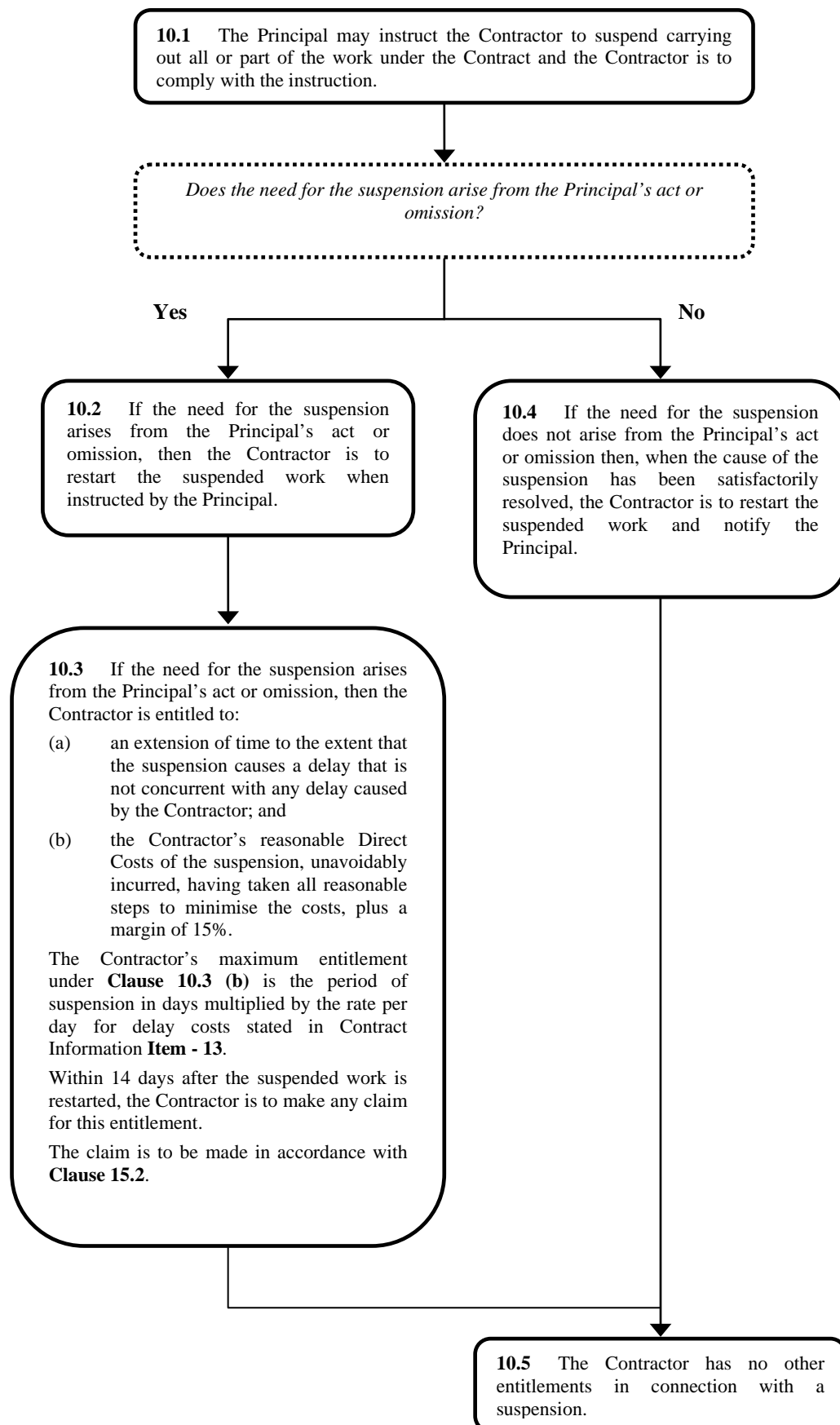
9.6 If the Principal does not accept a proposal submitted under **Clause 9.4**, then within 14 days after receiving the proposal, the Principal is to notify the Contractor in writing that the proposal is not accepted.

9.7 Nothing in **Clause 9.4** or **Clause 9.6** prevents the Principal from instructing a Variation under **Clause 9.8**.

9. Variations (Continued)



10. Suspension



11. Completion

11.1 The Contractor is to bring the work under the Contract and any Milestones to Completion within the time(s) stated in Contract Information - **Item 12**, as extended under the Contract.

11.2 The Contractor is to notify the Principal when, in the Contractor's opinion, the work under the Contract or any Milestone has reached Completion. When the Contract includes Milestones, the work under the Contract will have reached Completion when all Milestones have reached Completion.



11.3 Upon receipt of notification under **Clause 11.2**, the Principal is to:

- (a) determine if the work under the Contract or Milestone has reached Completion and, if so, the date Completion was reached; and
- (b) promptly give the Contractor written notice of the determination.

11.4 Before Completion, the Principal may use or occupy any part of the Works which is sufficiently complete, and then:

- (a) the Contractor's responsibilities are not affected, except to the extent that the Principal causes the Contractor's work to be hindered; and
- (b) the Principal becomes responsible for any additional insurance required.

The Principal is to give the Contractor not less than 7 days notice in writing that the Principal (or a third party authorised by the Principal) will be using or occupying a part of the Works and is to specify the part(s) to be used or occupied.

The Contractor is to provide to the Principal, no more than 14 days after receiving the Principal's notice, all documents and other things relevant to the part(s) of the Works specified in the notice. The Contractor is to provide full assistance and cooperation to the Principal in the use and occupation of the parts specified in the notice.

11.5 The Principal may, in its absolute discretion, notify the Contractor that the work under the Contract or any Milestone has reached Completion.

12. Delay to Completion

12.1 If the Contractor anticipates being delayed in reaching Completion, the Contractor is to promptly notify the Principal.

12.2 If the Contractor is delayed in reaching Completion, the Contractor is to immediately notify the Principal and, within 7 days after the delay starts, advise the Principal in writing of the cause, relevant facts and actual or expected delay.

12.3 If a delay in reaching Completion is not concurrent with delay caused by the Contractor, and is caused by:

- (a) an instruction given by the Principal, except under **Clauses 8, 9 or 10**;
- (b) a breach of the Contract by the Principal; or
- (c) any event beyond the control of the Contractor to the extent the Contractor has not contributed to the delay,

then the Contractor is entitled to an extension of the time for Completion, under this **Clause 12.3**, to the extent that the instruction, breach or event caused delay.

The Contractor may also have an entitlement to an extension of the time for Completion under **Clauses 8, 9 or 10**.

If an entitlement to an extension of the time for Completion arises under **Clause 12.3 (a)** or **(b)** and the Contractor is delayed in reaching Completion of the work under the Contract then the Contractor is entitled to delay costs at the rate per day stated in Contract Information - **Item 13**.

The Contractor has no entitlement to costs arising from delays due to causes that are beyond the control of the Principal.

The Contractor has no other entitlement for costs in relation to delays.

12.4 Within 14 days after a delay ends, the Contractor is to make a claim in accordance with **Clause 15.2**.

The Principal is to assess the Contractor's entitlements and notify the Contractor in writing of the assessment.

If the Principal does not notify the Contractor of the assessed entitlements within 28 days after the claim is received, then the assessed entitlements will be nil.

12.5 If the Contractor does not accept the assessed entitlements, the Contractor is to proceed in accordance with **Clause 15.3**.

12.6 If the Contractor does not complete a Milestone or the work under the Contract in accordance with **Clause 11.1**, then:

- (a) if a rate is stated in Contract Information - **Item 14**, the Contractor is to pay to the Principal liquidated damages at that rate from the date immediately after the date for Completion to, and including, the date Completion is reached; or
- (b) if no rate is stated in Contract Information - **Item 14**, then common law damages will apply.

The damages, once notified, are a debt due and payable by the Contractor to the Principal.

12.7 The Principal may for any reason and at any time extend any time for Completion by written notice.

13. Payment and Retention

13.1 The Contractor is to give a written payment claim to the Principal at the times specified in Contract Information - **Item 15**. The claim is to identify the work carried out, the amount claimed and how the amount is calculated.

The amount the Contractor is entitled to claim is the sum of:

- (a) for work for which the Principal accepted rates, an amount calculated by applying the rates to the relevant quantities of work carried out;
- (b) for work for which the Principal accepted a lump sum, the percentage of the lump sum that reflects the value of the work carried out;
- (c) for completed work for which the Contract Price includes a Provisional Allowance, the amount calculated in accordance with **Clause 13.7**; and
- (d) for any extra entitlement claimed for which the Principal has agreed or assessed an amount in writing, or for which an amount has been finally determined by an expert under **Clause 16**, the percentage of that amount which reflects the value of the entitlement,

at the date of the payment claim, less amounts previously paid, amounts payable by the Contractor to the Principal and any amounts the Principal is entitled to deduct, including retentions, set-offs and liquidated damages.

With each payment claim, the Contractor is to give to the Principal:

- (i) the conformance records and other information required under the Contract; and
- (ii) a completed and true Combined Subcontractor's Statement and Supporting Statement in the form of the Schedule to these General Conditions; executed on the date of the payment claim.

13.2 Within 10 Business Days after receipt of the Contractor's payment claim, the Principal is to give to the Contractor a payment schedule identifying the payment claim to which it relates and stating the payment, if any, which the Principal will be making. If the payment is to be less than the amount claimed, the payment schedule is to state the reasons why it is less.

13.3 Payment by the Principal of the scheduled amount shown in the payment schedule is to be made within 15 Business Days after receipt of the Contractor's payment claim;

In accordance with the relevant legislation identified in the Combined Subcontractor's Statement and Supporting Statement, the Principal may withhold any payment to the Contractor until this Statement is provided

13.4 Unless otherwise stated, all payments by the Principal to the Contractor are to be made by Electronic Funds Transfer to a bank, building society or credit union account nominated by the Contractor. No payment is due to the Contractor until sufficient details of the nominated account are notified in writing to the Principal. The Contractor is to give the Principal a minimum of 7 days written notice of any changes to the nominated account. The Principal is otherwise not responsible for any payments made into a previously nominated account.

13.5 Payment is not evidence of the value of work or that the work is satisfactory or an admission of liability, but is payment on account only.

13. Payment and Retention (Continued)

13.6 The Principal is entitled to withhold, deduct or set-off from any payment due to the Contractor, under or arising out of the Contract or any other contract between the parties, a sum equivalent to any debt due from the Contractor to the Principal.

13.7 If the Principal instructs the Contractor to carry out work that is the subject of a Provisional Allowance, then the Contract Price is to be adjusted as follows:

- (a) the amount of the Provisional Allowance is to be deducted from the Contract Price; and
- (b) where the Provisional Allowance is a Provisional Sum, the reasonable Direct Costs to the Contractor of work carried out in relation to the Provisional Sum plus 10%, is to be added to the Contract Price; or
- (c) where the Provisional Allowance is a Provisional Rate Amount, the amount calculated by applying the tendered rate to the measured quantity of work carried out, up to the specified limit, is to be added to the Contract Price.

If the Principal does not instruct the Contractor to carry out work which is subject to any Provisional Allowance, then the Provisional Allowance is to be deducted from the Contract Price.

13.8 The Principal is to retain 4% of the Contract Price when the amount the Contractor is entitled to be paid exceeds 50% of the Contract Price.

The Contractor may, instead of the retention, provide an undertaking in the amount of the retention in the form detailed in Schedule 1 – **Unconditional Undertaking**.

All undertakings are to be provided by a bank, building society, credit union or insurance company acceptable to the Principal.

The Principal may make a demand against an undertaking in payment of any debt due from the Contractor to the Principal.

13.9 Within 60 Business Days after:

- (a) the work under the Contract reaches Completion;
- (b) the rectification or resolution of all Defects identified prior to the end of the final Post Completion Period (if any); or
- (c) the resolution of all claims made under **Clause 15**,

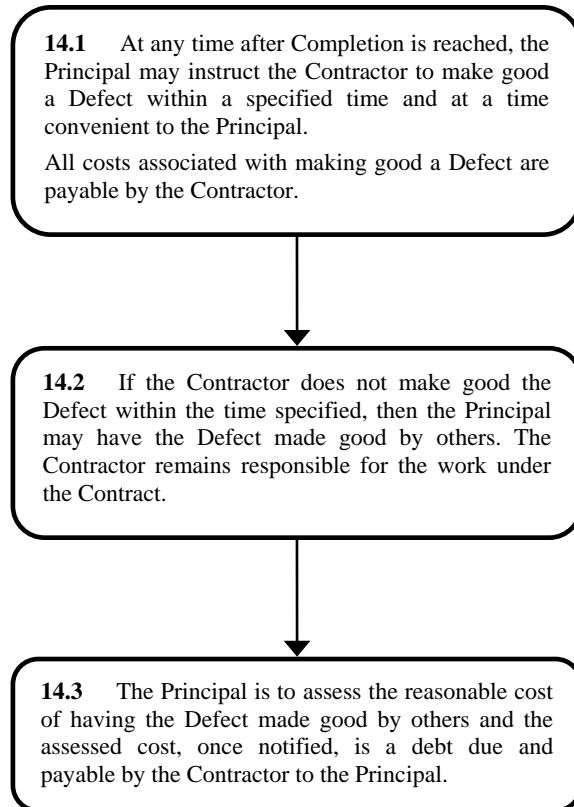
whichever is the later, the Principal is to issue a final payment schedule accounting for the payment of any retention held under **Clause 13.8** and any amounts the Principal demands from the Contractor, and stating the amount payable by one party to the other.

If payment is due to the Contractor then, within the later of 20 Business Days after the date of issue of the final payment schedule or 5 Business Days after receiving the original of a current Subcontractor's Statement, the Principal is to pay the Contractor any money due in accordance with the final payment schedule and release the balance of any undertakings.

If payment is due to the Principal from the Contractor then the payment is a debt due and payable by the Contractor to the Principal. Within 20 Business Days after the date of issue of the final payment schedule, the Contractor is to pay the Principal any money due in accordance with the final payment schedule. The Principal is to release the balance of any undertakings within 5 Business Days after receiving payment from the Contractor.

If no payment is due from either party to the other then, within 20 Business Days after the date of issue of the final payment schedule, the Principal is to release the balance of any undertakings.

14. After Completion



15. Claims

15.1 Any claim, other than a claim made under **Clause 13**, is to be made in accordance with this **Clause 15**.

15.2 A claim by the Contractor on the Principal is to be in writing and contain sufficient information for the Principal to assess the claim, including:

- (a) the legal and factual basis of the claim;
- (b) how the quantum of the claim is calculated; and
- (c) evidence supporting the claim, including applicable subcontractor documentation.



15.3 Within 14 days after receiving a claim that meets the requirements of **Clause 15.2**, the Authorised Person is to assess the Contractor's entitlement and notify the Contractor.

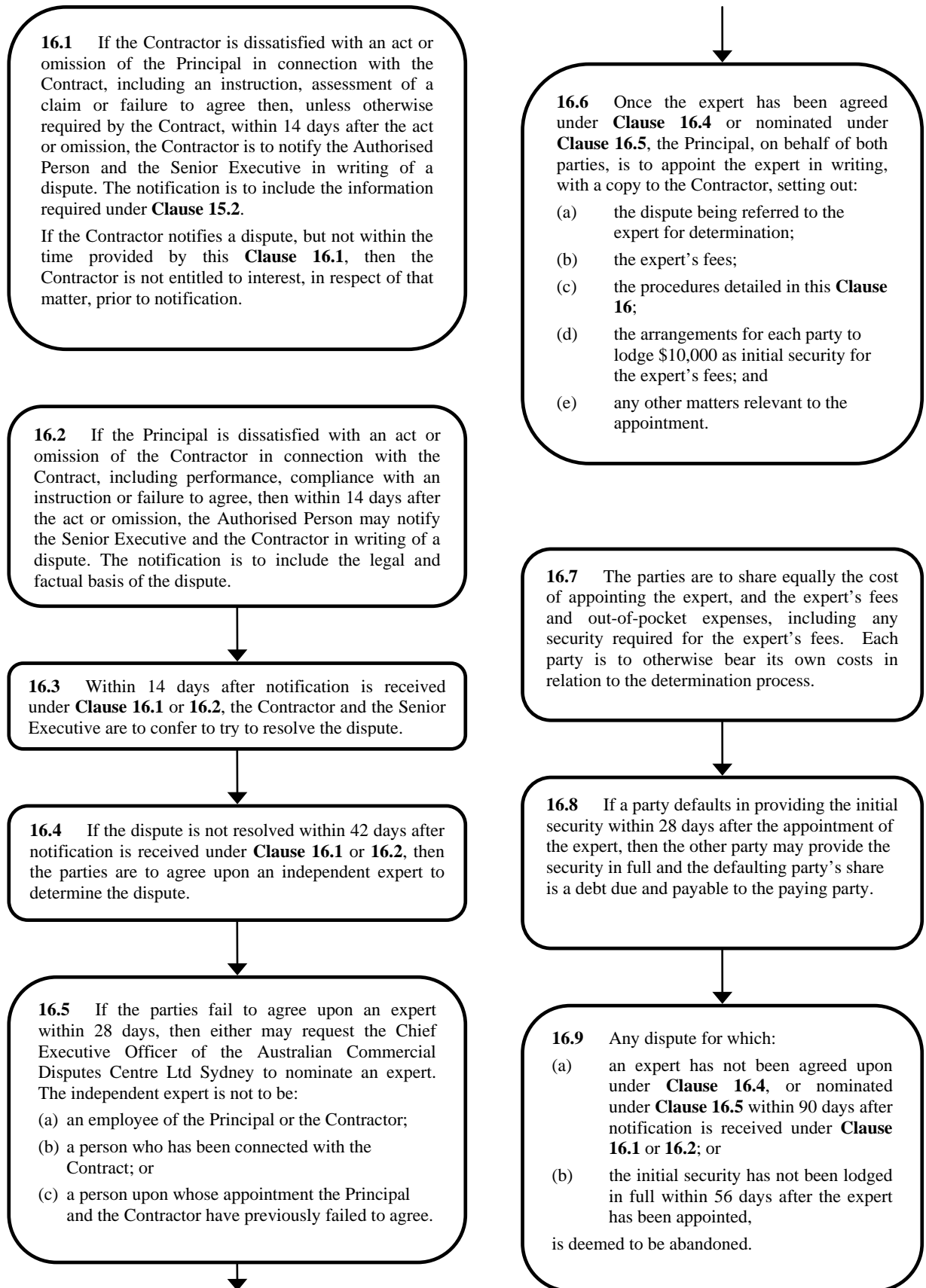
If the Contractor does not accept the Authorised Person's assessment, then the Contractor and Authorised Person are to confer to try to reach agreement.

If agreement is not reached within 28 days after the Contractor receives the Authorised Person's assessment, **Clause 16** will apply.

15.4 Unless otherwise provided for in the Contract, any claim by the Contractor on the Principal, in relation to events that occurred before the work under the Contract reached Completion, is to be received by the Principal within 28 days after the Contractor receives the Principal's written notice of Completion of the work under the Contract under **Clause 11.3**. Otherwise the claim is barred.

If the Contract includes a Post Completion Period, then any claim by the Contractor on the Principal, in relation to events that occurred during a Post Completion Period, is to be made within 28 days after the end of the final Post Completion Period. Otherwise the claim is barred.

16. Disputes



16. Disputes (Continued)

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

- (a) Within 21 days after the appointment of the expert, the notifying party is to make its submission on the matter in dispute.
- (b) Within 14 days after receiving a copy of that submission, the other party is to make its submission in response, if any, which may include cross-claims.
- (c) If a cross-claim is made, the notifying party is to make its submission on the cross claim within 14 days after receiving a copy of the submission from the other party.
- (d) The expert may request further information from either party and that party must respond within 14 days after receiving the request.
- (e) The expert must ignore any submission not made within the times given in this **Clause 16.10** and make a determination on the submissions or information provided within time, unless the parties agree otherwise in writing.

16.11 The expert must determine whether the claimed event, act or omission did occur and, if so:

- (a) when it occurred;
- (b) what term of the Contract or other obligation in law, if any, requires one party to pay the other 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.

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

The expert must also determine any other question(s) referred by the parties under **Clause 16.6**.

16.12 In making the determination, the expert acts as an expert and not as an arbitrator and is:

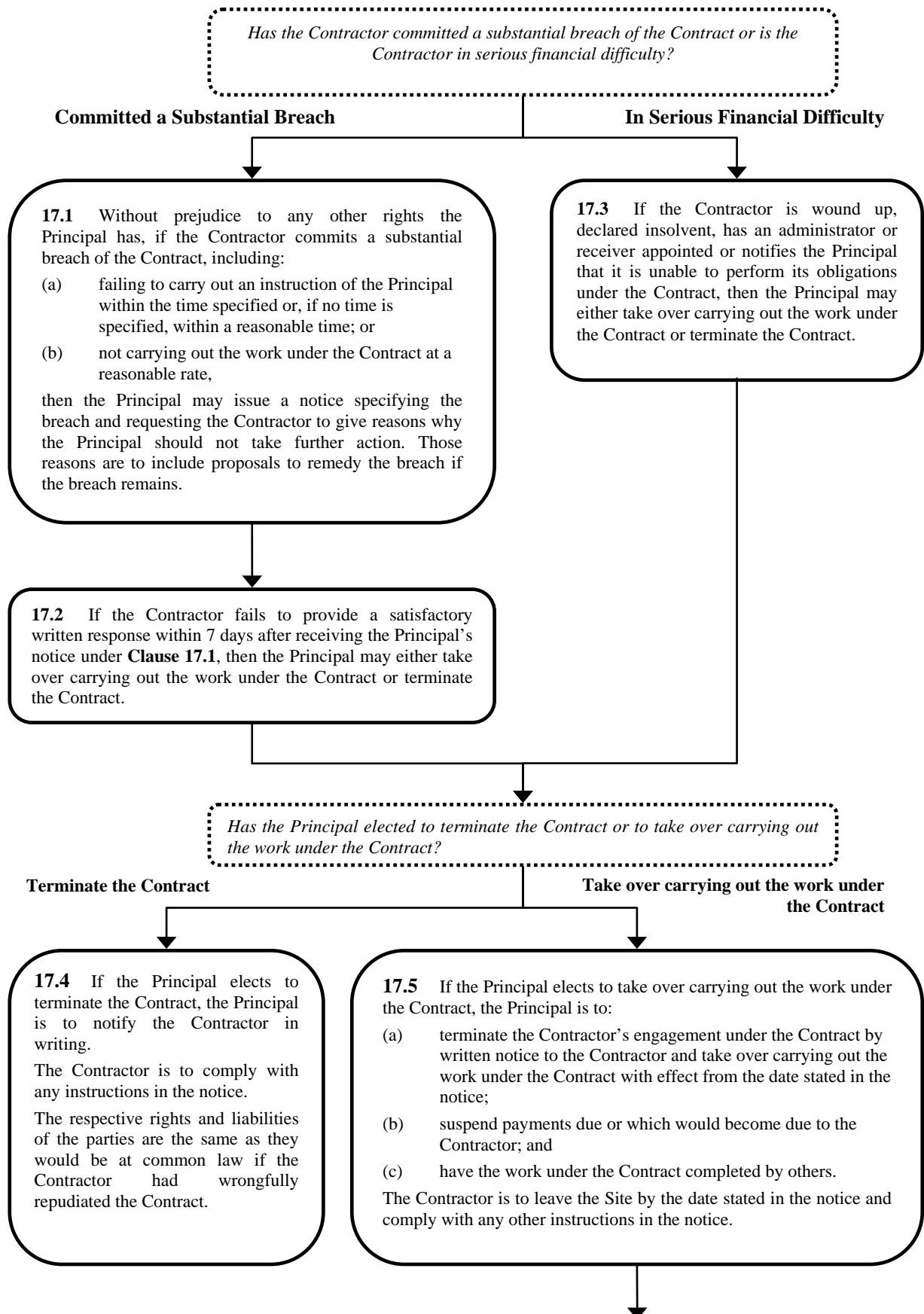
- (a) not liable for acts, omissions or negligence;
- (b) to make the determination on the basis of the Contract and written submissions from the parties without formalities such as a hearing;
- (c) not to incur costs until the initial security has been lodged in full; and
- (d) required to give the determination in writing, with brief reasons, to each party within 28 days after the submissions from the parties have been received or the initial security has been lodged in full, whichever is the later.

16.13 If the expert determines that one party is to pay the other an amount exceeding \$250,000 (excluding interest) and within 14 days after receiving the determination, either party gives written notice to the other that it is dissatisfied, then the determination is of no effect and either party may commence litigation.

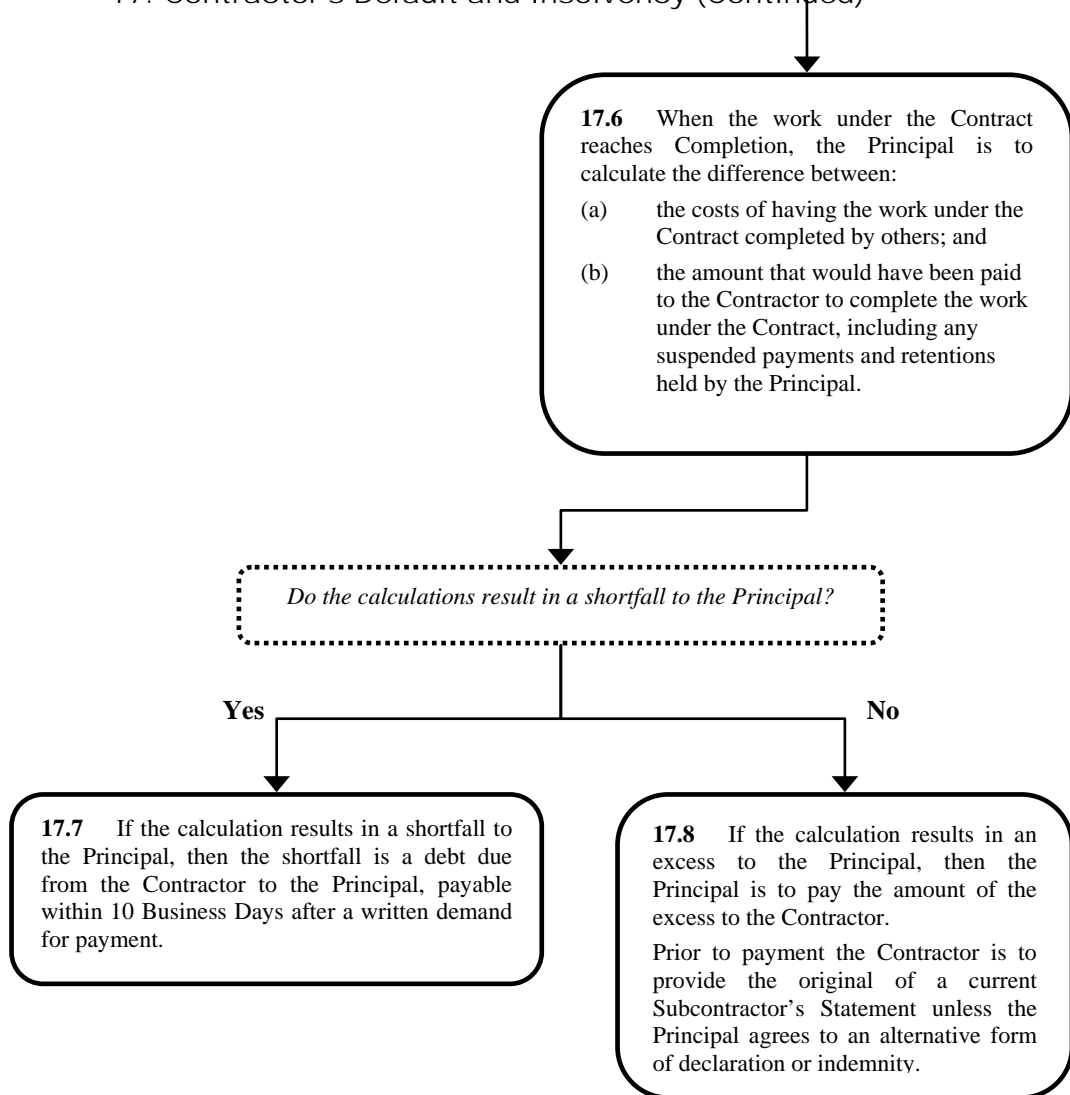
16.14 Unless a party has a right to commence litigation under **Clause 16.13**:

- (a) the parties are to treat each determination of the expert as final and binding and give effect to it; and
- (b) if the expert determines that the Contractor owes money to the Principal, the amount determined is a debt due and payable by the Contractor to the Principal and the Contractor is to pay the money within 20 Business Days after receiving the determination; or
- (c) if the expert determines that the Principal owes money to the Contractor, the Principal is to pay the money within 20 Business Days after receiving the expert determination, or 5 Business Days after receiving the original of a current Subcontractor's Statement, whichever is the later.

17. Contractor's Default and Insolvency



17. Contractor's Default and Insolvency (Continued)



18. Termination for the Principal's Convenience

18.1 The Principal may terminate the Contract for convenience and without giving reasons by giving written notice to the Contractor, with effect from the date stated in the notice. The Contractor is to leave the Site by the date stated and comply with any other instructions in the notice.

If the Contract is terminated for the Principal's convenience, then the Contractor's total entitlement in respect of the Contract is the sum of:

- (a) the value of all work carried out up to the date stated in the notice, determined in accordance with **Clauses 13 and 16**; plus
- (b) 2% of the difference between the Contract Price and the total of all amounts paid and payable to the Contractor under (a).

The payments referred to in this **Clause 18** are full compensation for termination under this **Clause 18**, and the Contractor has no claim for damages or other entitlement whether under the Contract or otherwise.

18.2 Wherever possible, the Contractor is to include a provision equivalent to this **Clause 18** in all subcontracts, including supply agreements.

19. Termination for the Principal's Default

19.1 If the Principal fails to pay the Contractor any amount that is in accordance with the Contract, and not in dispute, or commits a fundamental breach of the Contract, then the Contractor may give notice requiring the Principal to remedy the default within 28 days after receiving the notice.



19.2 If, within 28 days after receiving the Contractor's notice under **Clause 19.1**, the Principal fails to remedy the default, or fails to propose steps reasonably acceptable to the Contractor to do so, the Contractor may issue a notice terminating the Contract.

19.3 The Contractor's total entitlement in respect of the Contract is the sum of:

- (a) the value of all work carried out up to the date of the termination notice, determined in accordance with **Clauses 13 and 16**; plus
- (b) 4% of the difference between the Contract Price and the total of all amounts paid and payable to the Contractor under (a).

The payments referred to in this **Clause 19** are full compensation for termination under this **Clause 19**, and the Contractor has no claim for damages or other entitlements whether under the Contract or otherwise.

19.4 The Contractor has no other right to terminate the Contract, under common law or otherwise.

19.5 Wherever possible, the Contractor is to include a provision equivalent to this **Clause 19** in all subcontracts, including supply agreements.

Schedule 1 – Unconditional Undertaking

Refer to Clause 13.8 of the MW21 General Conditions of Contract.

Name of Financial Institution:

The Principal: »

The Contractor:
ABN

Security Amount \$

The Contract: The Contract between the Principal and the Contractor

Contract Name: »

Contract Number: »

Other words and phrases in this Undertaking have the meaning given in the MW21 General Conditions of Contract.

Undertaking

- .1 At the request of the Contractor and the Financial Institution, and in consideration of the Principal accepting this Undertaking from the Financial Institution in connection with the Contract, the Financial Institution unconditionally undertakes to pay on demand any amount or amounts demanded by the Principal to the maximum aggregate sum of the Security Amount.
- .2 The Financial Institution unconditionally agrees that, if notified in writing by the Principal (or someone authorised by the Principal) that it requires all or some of the Security Amount, the Financial Institution will pay the Principal at once, without reference to the Contractor and despite any notice from the Contractor not to pay.
- .3 The Principal must not assign this Undertaking without the prior written agreement of the Financial Institution, which must not be unreasonably withheld.
- .4 This Undertaking continues until one of the following occurs:
 - .1 the Principal notifies the Financial Institution in writing that the Security Amount is no longer required;
 - .2 this Undertaking is returned to the Financial Institution; or
 - .3 the Financial Institution pays the Principal the whole of the Security Amount, or as much as the Principal may require overall.
- .5 At any time, without being required to, the Financial Institution may pay the Principal the Security Amount less any amounts previously paid under this Undertaking (or a lesser sum specified by the Principal), and the liability of the Financial Institution will then immediately end.

Dated at

Execution by the Financial Institution:

MW21 Contract Information

1. Authorised Person

Mentioned in Clause 1.1

The Authorised Person is:

Alan Broadbent

Title:

Project Manager

Office address:

Sydney Catchment Authority

(for delivery by hand)

Level 4, 2-6 Station Street

Penrith NSW 2750

Postal address:

Sydney Catchment Authority

(for delivery by post)

PO Box 323

Penrith NSW 2751

Telephone number:

(02) 4640 1244 or 0408 679 222

Facsimile number:

N/A

e-mail address:

alan.broadbent@sca.nsw.gov.au

If no name is stated, then the Principal is to name the person in writing within seven days after accepting the tender. The Principal may for any reason and at any time change the Authorised Person by giving notice in writing.

2. Purpose of the Works

Mentioned in Clause 3.4

The purpose of the Works is:

is for the safe removal of the existing asbestos cement half pipe toe drain toe drain and its replacement with a 600mm concrete spoon drain.

If no purpose is stated, then the purpose of the Works is as reasonably inferred from the Contract Documents.

3. Milestones

Mentioned in Clause 1.11

The Milestones are:

Milestone 1:

Preparation and submission of complying Contractor's Management Plans including:

- Construction methodology & work method statement(s)
- Project WHS Management Plan
- Project Construction Environmental Management Plan
- Project Quality Management Plan
- Statement verifying Contractor's compliance with IR obligations
- Video/photographic record of the site

Submission of the Asbestos Removal Control Plan and associated Workcover Notices and Permits

Milestone 2:

Completion of all of the work and

Milestone 3: obligations under the Contract not included in any other Milestone.
Completion of and works as executed documentation (if required)

4. Post Completion Period

Mentioned in Clause 1.13

The Post Completion Period, which starts when the work under the Contract reaches Completion, is: 52 calendar weeks.
If no time is stated, then no Post Completion Period applies.

5. Principal

Mentioned in Clause 1.14

The Principal is: Sydney Catchment Authority

All correspondence to the Principal is to go to the address of the Authorised Person.

6. Senior Executive

Mentioned in Clause 1.18

The Senior Executive is: Carl Broockmann

Where specified, documents must be copied to the Principal's senior executive at the address or number shown here.

Office address: Sydney Catchment Authority
(for delivery by hand) Level 4, 2-6 Station Street
Penrith NSW 2750

Postal address: Sydney Catchment Authority
(for delivery by post) PO Box 323
Penrith NSW 2751

Telephone number: 4640 1225

Facsimile number: N/A

e-mail address: carl.broockmann@sca.nsw.gov.au

If no name is stated, then the Principal is to name the person in writing within 7 days after accepting the tender. The Principal may for any reason and at any time change the Senior Executive by giving notice in writing.

7. Extent of Design

Mentioned in Clause 3.1

The Contractor is to complete the design that is necessary to comply with Principal's design to the extent of: Clause 3.4 including the design of minor items and shop detailing.

8. Design Documents

Mentioned in Clause 3.5

The time to submit the completed design is:

not applicable. The Contractor need not submit the completed design.

9. Works and Public Liability Insurance

Mentioned in Clause 5.3

Insurance of the Works and public liability insurance are to be arranged by: the Contractor.

10. Professional Indemnity Insurance

Mentioned in Clause 5.4

Is a professional indemnity insurance policy to be held by the Contractor and/or relevant subcontractors?

»

(“No” applies if not filled in)

11. Site Access

Mentioned in Clause 6.1

The time to give access to the Site is: 7 days after the date of acceptance of the tender.

If no time is stated, then it is 7 days after the date of acceptance of the tender.

12. Time for Completion

Mentioned in Clause 11.1

The times for Completion are:

- Milestone 1: 4 calendar weeks from date of acceptance of the tender.
- Milestone 2: 14 calendar weeks from date of acceptance of the tender.
- Milestone 3: 3 calendar weeks after the completion of Milestone 2

13. Delay Costs

Mentioned in Clause 12.3

The rate per day for delay costs is: \$750, except for delay that occurs after Completion of Milestone 3 when the rate per day is \$0.

14. Liquidated Damages

Mentioned in Clause 12.6

The rate per day for liquidated damages is: Nil – but the Principal reserves the right to claim general damages if the Contractor fails to achieve Completion by the Contract Completion Date

If no rate or “Nil” or “0” or “N/A” is stated, then common law damages apply.

15. Payment Claims

Payment claims are to be made: *Mentioned in Clause 13.1*
monthly, on the first business day of each
calendar month.

Schedule

Combined Subcontractor's Statement and Supporting Statement

Refer to clause 58.6.2 of the GC21 General Conditions of Contract

This statement must accompany any payment claim served on a principal to a construction contract by a head contractor.

For the purposes of this Statement the terms "principal", "head contractor", "subcontractor", and "construction contract" have the meanings given in section 4 of the Building and Construction Industry Security of Payment Act 1999.

The Contractor is both a "head contractor" in terms of the Building and Construction Industry Security of Payment Act 1999, and a "subcontractor" in terms of the Workers Compensation Act 1987, Payroll Tax Act 2007, and Industrial Relations Act 1996, and makes relevant statements below accordingly.

This Statement must be signed by the Contractor (or by a person who is authorised, or held out as being authorised, to sign the statement by the Contractor).

Relevant legislation includes *Workers Compensation Act 1987*, s175B, *Payroll Tax Act 2007*, Schedule 2 Part 5, *Industrial Relations Act 1996* s127, and *Building and Construction Industry Security of Payment Regulation 2008* cl 4A

Information, including Notes, Period of Statement, Retention, and Offences under various Acts are included at the end of this Schedule.

Main Contract

Contractor:

ABN:

(Business name of the Contractor)

of

(Address of Subcontractor)

has entered into a
contract with

ABN:

(Business name of the Principal)

Contract number/identifier

Subcontracts

The Contractor has entered into a contract with the subcontractors listed in the attachment to this Statement

Period

This Statement applies for work between: and inclusive,
subject of the payment claim dated:

I, a director or a person authorised by the Contractor on whose behalf this declaration is made, hereby declare that I am in a position to know the truth of the matters that are contained in this statement and declare that, to the best of my knowledge and belief:

- (a) The abovementioned Contractor has either employed or engaged workers or subcontractors during the above period of this contract. Tick ☐ if true and comply with (b) to (h) below, as applicable. If it is not the case that workers or subcontractors are involved or you are an exempt employer for workers compensation purposes tick ☐ and only complete (e),to (h) below. You must mark one box.
- (b) All workers compensation insurance premiums payable by the Subcontractor in respect of the work done under the contract have been paid. The Certificate of Currency for that insurance is attached and is dated

- (c) All remuneration payable to relevant employees for work under the contract for the above period has been paid.
- (d) Where the Contractor is required to be registered as an employer under the *Payroll Tax Act 2007*, the Contractor has paid all payroll tax due in respect of employees who performed work under the contract, as required at the date of this statement.
- (e) Where the Contractor is also a principal contractor to subcontracts in connection with the work, the Contractor has in its capacity of principal contractor been given a written Subcontractor's Statement by its subcontractor(s) in connection with that work for the period stated above.
- (f) all amounts due and payable to subcontractors have been paid (not including any amount identified in the attachment as in dispute).

(g) Signature Full name

(h) Position/Title Date

NOTE: Where required above, this Statement must be accompanied by the relevant Certificate of Currency to comply with section 175B of the Workers Compensation Act 1987.

Attachment

Schedule of subcontractors paid all amounts due and payable

Schedule of subcontractors paid all amounts due and payable				
Subcontractor	ABN	Contract number/identifier	Date of works (period)	Payment claim dated (head contractor claim)

Schedule of subcontractors for which an amount is in dispute and has not been paid

Subcontractor	ABN	Contract number/identifier	Date of works (period)	Payment claim dated (head contractor claim)

Notes

1. This form is prepared for the purpose of section 175B of the *Workers Compensation Act 1987*, Schedule 2 Part 5 *Payroll Tax Act 2007*, section 127 of the *Industrial Relations Act 1996* and sections 13(7) and 13(9) of the *Building and Construction Industry Security of Payment Act 1999*. If this form is completed in accordance with these provisions, a principal contractor is relieved of liability for workers compensation premiums, payroll tax and remuneration payable by the subcontractor.

A principal contractor can be generally defined to include any person who has entered into a contract for the carrying out of work by another person (or other legal entity called **the subcontractor**) and where employees of the subcontractor are engaged in carrying out the work which is in connection with the principal contractor's business.
2. For the purpose of this Subcontractor's Statement, a principal contractor is a person (or other legal entity), who has entered into a contract with another person (or other legal entity) referred to as the subcontractor, and employees/workers of that subcontractor will perform the work under contract. The work must be connected to the business undertaking of the principal contractor.
3. Provide the unique contract number, title, or other information that identifies the contract.
4. In order to meet the requirements of s127 Industrial Relations Act 1996, a statement in relation to remuneration must state the period to which the statement relates. For sequential Statements ensure that the dates provide continuous coverage.

Section 127(6) of the Industrial Relations Act 1996 defines remuneration '*as remuneration or other amounts payable to relevant employees by legislation, or under an industrial instrument, in connection with work done by the employees.*'

Section 127(11) of the Industrial Relations Act 1996 states '*to avoid doubt, this section extends to a principal contractor who is the owner or occupier of a building for the carrying out of work in connection with the building so long as the building is owned or occupied by the principal contractor in connection with a business undertaking of the principal contractor.*'
5. Provide the date of the most recent payment claim.
6. For Workers Compensation purposes an exempt employer is an employer who pays less than \$7500 annually, who does not employ an apprentice or trainee and is not a member of a group.
7. In completing the Subcontractor's Statement, a subcontractor declares that workers compensation insurance premiums payable up to and including the date(s) on the Statement have been paid, and all premiums owing during the term of the contract will be paid.
8. In completing the Subcontractor's Statement, a subcontractor declares that all remuneration payable to relevant employees for work under the contract has been paid.
9. In completing the Subcontractor's Statement, a subcontractor declares that all payroll tax payable relating to the work undertaken has been paid.
10. It is important to note that a business could be both a subcontractor and a principal contractor, if a business 'in turn' engages subcontractors to carry out the work. If your business engages a subcontractor you are to also obtain Subcontractor's Statements from your subcontractors.

Statement Retention

The principal contractor receiving a Subcontractor's Statement must keep a copy of the Statement for the periods stated in the respective legislation. This is currently up to seven years.

Offences in respect of a false Statement

In terms of s127(8) of the Industrial Relations Act 1996, a person who gives the principal contractor a written statement knowing it to be false is guilty of an offence if:

- (a) the person is the subcontractor;
- (b) the person is authorised by the subcontractor to give the statement on behalf of the subcontractor; or
- (c) the person holds out or represents that the person is authorised by the subcontractor to give the statement on behalf of the subcontractor.

In terms of s175B of the Workers Compensation Act 1987 and clause 18 of Schedule 2 of the Payroll Tax Act 2007 a person who gives the principal contractor a written statement knowing it to be false is guilty of an offence.

In terms of s 13(8) of the Building and Construction Security of Payment Act 1999 a head contractor who serves a payment claim accompanied by a supporting statement knowing that the statement is false or misleading in a material particular in the particular circumstances is guilty of an offence.

Further Information

For more information, visit the WorkCover website www.workcover.nsw.gov.au, Office of State Revenue website www.osr.nsw.gov.au, or NSW Industrial Relations, <http://www.industrialrelations.nsw.gov.au>. Copies of relevant legislation can be found at www.legislation.nsw.gov.au.

END OF SECTION – MW21 GENERAL CONDITIONS OF CONTRACT AND CONTRACT INFORMATION

2 Preliminaries

Table of Contents

1	General	1
1.1	Electronic Communications.....	1
1.2	Not Used	1
1.3	Use of Qualified Tradepersons	1
1.4	Long Service Levy.....	1
1.5	Collusive Arrangements	1
1.6	Contractor Performance Reporting	1
1.7	Exchange of Information between Government Agencies.....	1
2	Documents	1
2.1	Contractor's Documents	1
2.2	Program.....	2
2.3	Not Used	2
2.4	Not Used	2
2.5	Not Used	2
2.6	Not Used	2
3	Contracting.....	2
3.1	Goods and Services Tax.....	2
3.2	Passing of Property and Risk	2
3.3	Application of Schedule of Rates.....	2
3.4	Not Used	4
4	Administration	4
4.1	Quality Management.....	4
4.2	Subcontract Requirements	5
4.3	Additional Security and Obligations for Trustees.....	6
4.4	Industrial Relations Management	6
4.5	Not Used	7
4.6	Not Used	7
4.7	Audit and Review	7
5	Site	7
5.1	Order of Work.....	7
5.2	Work Method.....	8
5.3	Site Access and Limitations.....	8
5.4	Occupied Premises.....	8
5.5	Working Hours and Working Days	8
5.6	Existing Services.....	8
5.7	Work Health and Safety Management	9
5.8	Hazardous substances	13
5.9	Asbestos removal.....	14
5.10	Not Used	15
5.11	Not Used	15
6	Environmental Protection	15
6.1	Environmental Management	15
6.2	Ecologically Sustainable Development	16
6.3	Waste Management.....	16
6.4	Pest Control	16
7	Materials and Workmanship.....	17
7.1	Standards.....	17
7.2	Cleaning up	17
7.3	Not Used	17
7.4	Testing	17
7.5	Proprietary Items.....	17
7.6	Not Used	17
7.7	Not Used	17
8	Schedules to Preliminaries.....	18
8.1	Project Environmental Management Plan.....	18

2 Preliminaries

THERE ARE 24 PAGES IN THIS SECTION

1 General

1.1 Electronic Communications

Notices and communications may be by electronic communication in accordance with the *Electronic Transactions Act 2000* (NSW).

1.2 Not Used

1.3 Use of Qualified Tradepersons

Use qualified tradepersons to carry out the Works. The use of such persons shall not relieve the Contractor of liability for the fitness of the Works for the purposes required by the Contract.

1.4 Long Service Levy

Before starting the Works:

- pay to the Building and Construction Industry Long Service Payments Corporation or the Corporation's agent the amount of the long service levy payable under the *Building and Construction Industry Long Service Payments Act 1986* (NSW); and
- give the Principal a copy of the document evidencing payment of the levy.

Additional information and the Levy Payment Form are available from the Corporation's website at:

www.lspc.nsw.gov.au

1.5 Collusive Arrangements

Comply with the NSW Government *Code of Practice for Procurement and Implementation Guidelines* available on the ProcurePoint website.

1.6 Contractor Performance Reporting

The Contractor's performance will be monitored and assessed in accordance with the Procurement Practice Guide *Performance Management* available on the ProcurePoint website.

Note, an alternative simplified proforma may be used.

1.7 Exchange of Information between Government Agencies

The Contractor authorises the Principal and its employees and agents to make information concerning the Contractor and its performance available to NSW Government agencies and local government authorities, which may take such information into account in considering whether to offer the Contractor future opportunities for work.

The Principal regards the provision of information about the Contractor to any NSW Government agency or local government authority as privileged under the *Defamation Act 2005*. The Contractor agrees that it will have no entitlement to make any claim against the Principal in respect of any matter arising out of the provision or receipt of such information.

2 Documents

2.1 Contractor's Documents

The Contractor's documents must include, without limitation:

- Construction Program
- Video or photographic record of the site
- Safety Management Plan including a Traffic Management Plan
- Construction Environmental Management Plan
- Method Statement(s) detailing the proposed methodology of the works
- Asbestos Removal Control Plan; and Workcover Permit for Asbestos Removal and associated Licences; and Clearance Certificates
- Works As Executed Drawings (if required)

2.2 Program

Not less than 7 days before starting the Works, provide a detailed program for carrying out the work under the contract, including all documentation and construction activities.

At regular meetings and within 7 days after a request, submit an updated program incorporating any changes required to achieve Completion in accordance with the Contract.

2.3 Not Used

2.4 Not Used

2.5 Not Used

2.6 Not Used

3 Contracting

3.1 Goods and Services Tax

The Contract Price, any associated amount and other amounts specified in the contract are GST inclusive.

GST Law has the meaning in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth). Words or expressions used in this Clause – **Goods and Services Tax** which are defined in GST Law have that defined meaning unless otherwise provided.

The Principal will issue a tax invoice for each taxable supply it makes to the Contractor.

The Principal will issue to the Contractor a Recipient Created Tax Invoice (RCTI) for each taxable supply (other than an excluded supply) made by the Contractor to the Principal, and will issue an adjustment note for any adjustment event. The parties may agree in writing from time to time which supplies are excluded supplies.

The Contractor must not issue a tax invoice in respect of any supply it makes to the Principal, other than for an excluded supply. The Contractor must give the Principal a tax invoice for an excluded supply at or before the time the Contractor invoices the Principal for that supply.

Each party must immediately notify the other party if it ceases to be registered for GST or ceases to comply with any of the requirement of any taxation ruling issued by a taxation authority relating to the creation of RCTIs.

The Principal will not issue a document that will otherwise be an RCTI, on or after the date when the Contractor or the Australian Taxation Office notifies the Principal that the Contractor does not comply with any requirement of any taxation ruling issued by a taxation authority relating to the creation of RCTIs.

3.2 Passing of Property and Risk

Unless otherwise provided, items supplied by the Contractor become the property of the Principal when unloaded on the Site as required by the Contract. Such items remain at the risk of the Contractor until property therein passes to the Principal.

3.3 Application of Schedule of Rates

All items in the Tender Schedules - **Schedule of Lump Sum and Rates** will be paid progressively in proportion to the value of work completed.

Milestone 2 Items 2.1 and 2.2 will be claimed and paid on a progressive monthly basis proportional to the time for the site works.

Milestone 2 Item 3 - The rate tendered for all these individual items (Items 3.1 to 3.6) associated with the removal and disposal of asbestos containing material and debris shall only be paid when the Contractor provides the Principal with receipts from the licensed asbestos disposal site to demonstrate that the lawful disposal of all asbestos waste associated with this Contract. Copies of these receipts are required to be provided with the associated progress claims. Failure to provide these receipts will result in payment for these items not being included in Payment Schedules until the receipts are provided.

Milestone 2 Items 5.1 and 5.2 - The rate tendered for this item shall be paid for when works associated for the rip rap protection at pits and at the ends of the new spoon drains – as described in Section 5 – Toe Drain Replacement and Associated Works – is undertaken only when the Contractor is instructed by the Principal's Authorised Person. Work associated with this item is to be undertaken as specified in Section 5 – Toe Drain Replacement and Associated Works. This work shall be undertaken when the Principal's Authorised Person has provided the Contractor with written instruction to proceed together with written dimensions of the extent of work to be undertaken. Works in excess of the written instructions may not be paid.

Milestone 2 Item 6.1 - The rate tendered for this item shall be paid for when works associated for the restoration of a filter drain outlet – as described in Section 5 – Toe Drain Replacement and Associated Works – is undertaken only when the Contractor is instructed by the Principal's Authorised Person. Work associated with this item is to be undertaken as specified in Section 5 – Toe Drain Replacement and Associated Works. This work shall be undertaken when the Principal's Authorised Person has provided the Contractor with written instruction to proceed together with written dimensions of the extent of work to be undertaken. Works in excess of the written instructions may not be paid.

Schedule of Rates Item 8.1 – The rate tendered for this item shall be paid for undertaking excavation associated with the removal of additional soil under the existing toe drain beyond the nominal 50mm of soil indicated in the specification where directed by the independent asbestos assessor and only when endorsed by the Principal's Authorised Person. This rate is to include excavation, removal and disposal of this material. The material is to be treated as asbestos containing debris. This rate does not apply to compensate for overexcavation undertaken by the Contractor. Work associated with this item is to be undertaken as specified in Section 4 – Removal and Disposal of the Existing Toe Drain.

Schedule of Rates Item 8.2 - The rate tendered for this item shall be paid for the supply and placement of any additional foundation bedding material due to excavation required associated with Item 8.1 where directed by the independent asbestos assessor and only when endorsed by the Principal's Authorised Person. This rate does not apply to compensate for overexcavation undertaken by the Contractor. Work associated with this item is to be undertaken as specified in Section 4 – Removal and Disposal of the Existing Toe Drain; and Section 5 – Toe Drain Replacement and Associated Works.

Schedule of Rates Item 8.3 - The rate tendered for this item shall be paid for additional asbestos clearance inspections extra to those indicated in the Contractor's construction methodology method statement. Prior to any additional inspections being undertaken by the independent asbestos assessor, the Contractor must demonstrate to the Principal's Authorised Person that the inspection(s) are essential for the requirements of the Contract to be fulfilled. Any additional inspections will only be paid for if endorsed by the Principal's Authorised Person.

3.4 Not Used

4 Administration

4.1 Quality Management

Requirement

The Contractor must comply with the NSW Government *Quality Management System Guidelines (QMS Guidelines)*, available on the ProcurePoint website.

Inspection and Test Plans

Prepare and implement Inspection and Test Plans (ITPs), complying with the *QMS Guidelines*, for work under the Contract. A separate ITP with associated checklists is required for each construction activity, i.e. an element of work or work carried out as a trade. Incorporate the Hold and Witness points specified in the Contract.

Not less than 7 days before starting the work to which they apply, submit the following documents:

- copies of proposed ITPs and checklists; and
- certification that the relevant quality management plans and ITPs of subcontractors and consultants meet the requirements of the *QMS Guidelines*.

Do not start construction work before supplying the above documents.

Give at least 48 hours notice before reaching a Hold or Witness point. Do not proceed beyond a Hold point without authorisation from the Principal. The Principal, at its discretion, may inspect the work at a Witness point, but the work may proceed without authorisation. Endorsement by the Principal at a Hold or Witness point does not relieve the Contractor of its obligations under the Contract.

The Principal, at its discretion, may undertake surveillance (monitoring) of all work under the Contract.

Conformance records

Conformance records	Time when records are required
Submission of detailed construction methodology and method statements	Within 14 days of the award of Contract
Submission of updated Construction Program	Within 14 days of the award of Contract and when otherwise requested by the Principal
Submission of satisfactory Project WHS Management Plan including Traffic Management Plan	Prior to completion of Milestone 1
Submission of satisfactory Project Construction Environmental Management Plan including Erosion and Sediment Control Plan	Prior to completion of Milestone 1
Submission of satisfactory Project Quality Plan and associated Inspection & Test Plans	Prior to completion of Milestone 1
Submission of statement verifying Contractor's compliance with Industrial Relations obligations	Prior to completion of Milestone 1
Submission of video or photographic record of the site	Prior to commencement of any work on site
Submission of Asbestos Removal Control Plan	Prior to commencing any licenced asbestos removal work on site

Provision of Workcover Notices and Permits	Prior to commencing any licenced asbestos removal work on site
Provision of Asbestos Removal Clearance Certificates	Prior to commencing work associated with the installation of the new spoon drain - for each section of replacement work
Record of compaction testing results	With each payment claim (if instructed by the Principal's Authorised Person)
Completed Inspection & Test Plans and associated checklists	With each payment claim or when requested by the Principal's Authorised Person
Contractor's certification of quality conformance and performance	With each payment claim or when requested by the Principal's Authorised Person
WHS Records	With each progress claim
Work As Executed Drawings	As specified (if required)

Failure to Comply

If the Contractor has not carried out its obligations under this Clause – **Quality Management**, the Principal may implement such inspections and tests as the Principal determines and the cost incurred by the Principal shall be a debt due from the Contractor.

4.2 Subcontract Requirements

General

In this Clause – **Subcontract Requirements**, “subcontract” includes an agreement for the supply of goods or services (including professional services and plant hire) and “subcontractor” includes a supplier of such goods or services.

Ensure that each subcontract, valued at \$25,000 or more, that is entered into by the Contractor or any subcontractor in respect of the work under the Contract, includes the provisions contained in this Clause.

Options as to Form of Security

Each subcontract that:

- requires the subcontractor to provide a cash security to its principal; or
 - allows the subcontractor's principal to deduct retention moneys from any payment,
- shall allow the subcontractor the option at any time to provide unconditional undertakings in lieu of cash security or retention moneys.

Trust for Cash Security and Retention Moneys

Each subcontract shall include the following provisions:

- when a party receives or retains security, that security is held in trust by the security holder who must promptly deposit the money into a trust account;
- the moneys shall be held in trust until they are paid to the party entitled to receive them and the security holder shall maintain proper records to account for such moneys; and
- any interest earned by the trust account shall be owned by the security holder.

When requested by the Principal, provide evidence that the required amount is held in trust for any subcontract. If the Contractor fails to do so, the Principal may withhold an equivalent amount from payment due to the Contractor.

Compliance with this subclause is not required if the security holder has a policy of insurance, equivalent to the HIA Security of Payment Bond, protecting subcontract payments due to the other party.

Payments

Each subcontract shall include an obligation, which takes precedence over any inconsistent provision of the subcontract, for the subcontractor's principal to pay, no more than 30 Business Days after receiving a payment claim from the subcontractor, 100% of the value of work, goods or services provided by the subcontractor less only retention moneys paid into trust.

Compliance with this subclause shall not prevent the Contractor from paying a subcontractor an amount in excess of that claimed from the Principal, or paying before the time stipulated in this subclause.

Alternative Dispute Resolution

Each subcontract shall include provisions incorporating the dispute resolution procedures outlined in the Contract.

Documents to be Provided to Subcontractors

Each subcontract shall include the requirement for subcontractors to be provided with a copy of this Clause and clauses relating to proof of payment of subcontractors, times for payment claims and payment and alternative dispute resolution.

Register of Subcontracts

Maintain a register of all subcontracts which have a value of \$25,000 or more, showing brief details of the subcontract work and the name, address and telephone number of the subcontractor. If requested, give the Principal a copy of the register and an unpriced copy of any subcontract agreement.

4.3 Additional Security and Obligations for Trustees

If the Contractor is a trustee:

- before starting the Works, give the Principal an unconditional undertaking as security for any amount previously agreed in writing by the parties. The unconditional undertaking must be in the form detailed in Schedule 1 - **Unconditional Undertaking** and from a financial institution acceptable to the Principal.
- The security will be retained by the Principal against the due and proper performance of the Contract. Unless the Principal has made or intends to make a demand against the unconditional undertaking, the Principal will return the unconditional undertaking within 14 days after Completion of the whole of the Works is reached or as otherwise agreed by the Principal.
- The Contractor must not prevent the Principal from making any demand against the unconditional undertaking, or prevent the provider of an unconditional undertaking from complying with the unconditional undertaking or any demand by the Principal, but the Contractor may seek damages if the Principal makes such a demand in breach of the Contract.
- Ensure that for the duration of the Contract, the total value of trust beneficiaries' loans to the trustee is always greater than the total value of trust beneficiaries' loans from the company.

4.4 Industrial Relations Management

Requirement

The Contractor must comply with the NSW Government *NSW Implementation Guidelines to the NSW Code of Practice for Procurement: Building and Construction*, available on the ProcurePoint website.

Verification of Compliance with Industrial Relations Obligations

Before starting work on the Site, submit a statement on the Contractor's letterhead, signed by an authorised representative, attesting to the Contractor's compliance, in the preceding twelve months, with all employment and legal obligations including, but not limited to:

- payment of remuneration to employees;
- annual leave;
- Long Service Leave Payment Scheme registration;
- workers' compensation insurance, including self- insurance arrangements;
- superannuation fund membership and contributions; and
- over-award payments such as redundancy fund contributions.

If the Contractor engages an independent industry or employer association or other specialist organisation to provide an auditing service to verify compliance with employment and legal obligations, a statement or declaration from that entity may be submitted instead of the statement by the Contractor.

Project IR Management Details

Before starting work on the Site, submit a statement detailing:

- the location of time and wage records and other documents that are required to be kept to verify ongoing compliance with all employment and legal obligations;
- the names of Federal or NSW awards that are likely to cover subcontractors;
- the names of those responsible for coordinating industrial relations on the contract; and
- an outline of:
 - the Contractor's consultation and communication mechanisms with workers, unions and employer or industry associations;
 - the measures to be implemented to coordinate the interfaces between the Contractor, subcontractors, unions and other contractors;
 - the measures for assessing a subcontractor's ability to comply with industrial relations and employment obligations; and
 - the measures to monitor and verify subcontractors' ongoing compliance.

4.5 Not Used

4.6 Not Used

4.7 Audit and Review

Make available on request, for the purposes of audit, review or surveillance, all records, including those of or relating to subcontractors, suppliers and consultants. Provide all reasonable assistance during the audits or reviews, including attendance by the Contractor.

Promptly implement effective corrective action on matters disclosed by audit or review and notify the Principal when the corrective action has been completed.

5 Site

5.1 Order of Work

The Contractor must minimise the length of toe drain open at any one time so as to minimise the environmental risk should a significant rainfall event occur during the undertaking of the work. It is recommended that a maximum of 100 metres of the toe drain foundation be left open at any one time – that being the time between the removal of the existing (half round asbestos cement pipe) toe drain and construction/installation of the new spoon drain.

In order to minimise environmental risks, should more than 100 metres of the toe drain be open at any one time, the Principal reserves the right to instruct the Contractor to cease any other work until less than 100 metres of drain is open to the elements. No additional claims for costs or time will be granted as a result the Principal actioning this clause.

5.2 Work Method

If the Contract prescribes a particular work method or the Principal directs that a particular work method must be used to the exclusion of other work methods, then using that work method is a requirement of the Contract.

Otherwise, the Contractor is free to use any work method and is responsible for its suitability.

5.3 Site Access and Limitations

Site access will be at the north-west corner of the site off Jacks Corner Road through the existing access gate directly across the road from the Sydney Catchment Authority's Depot.

The Contractor is not permitted to use any other access to the site without written approval of the Principal's Authorised Person.

Site access is to be maintained at all times to allow Sydney Catchment Authority operational staff access to Bendeela Pondage and associated operational infrastructure.

5.4 Occupied Premises

Occupancy by the Principal

The Principal or persons authorised by the Principal will continue in possession and occupancy of:

- The entire Bendeela Pondage site and associated operational infrastructure

Principal's Access

Provide safe access to the Site and adjacent premises for the Principal and authorised persons notified to the Contractor by the Principal.

Contractor's Responsibility

Take responsibility for the suitability of all workers and Subcontractors on Site, set reasonable standards of conduct, investigate complaints about their behaviour and take appropriate action including removal from Site if so warranted.

5.5 Working Hours and Working Days

Unless the Contract provides otherwise, the Site is available to the Contractor to carry out the Works between 7am and 5pm Monday to Friday and 8am and 1pm Saturday, inclusive, but excluding public holidays.

The Authorised Person may approve additional working hours or working days, subject to conditions which may include, but are not limited to:

- restrictions on the performance of work requiring surveillance; and
- a requirement that the Contractor meet the costs of surveillance, by or on behalf of the Principal, of work performed during any approved additional working hours and days.

5.6 Existing Services

Locating Existing Services

The Contractor is responsible for locating existing services and in doing so, is to comply with the *WorkCover Work Near Underground Assets Guideline* and *Safe Work Australia Code of Practice Managing Risks in Construction*.

Before starting construction work, establish the precise locations of all underground and other existing services at the Site and in areas adjacent to the Site that may be affected by the work under the Contract, and:

- obtain advice from *Dial Before You Dig* and the owners of the services;
- engage a services locator;
- examine the Site and surrounding areas for indications of services;
- where any service is underground, in conjunction with the owner of the service, use pot-holing (or equivalent non-destructive techniques); and

- verify the location of all identified services.

Mark prominently on the Site the locations of all services. Document the locations of services on a site plan and provide a copy of the plan to each subcontractor before the subcontractor starts work on the Site.

Isolation of Existing Services

Before undertaking any work involving cutting into, penetrating, or otherwise breaking into the building fabric (floor, walls or ceiling), ensure the services are isolated in the relevant work area.

Wherever reasonably practical and with the prior approval of the Authorised Person, isolate electrical and gas services for the whole building where work is being carried out, before starting work on existing building services.

Notify the Authorised Person and the appropriate persons within the facility of any proposed disruption of services in sufficient time to enable affected staff to be informed and any changes to operations to be made. Wherever possible, consult with the Authorised Person prior to issuing the notification.

Include in the notification:

- details of the service to be disrupted;
- the date and time that the disruption will commence;
- the estimated duration of the disruption and when the service will resume operation;
- the possible impact of the disruption (eg. loss of power, loss of gas); and
- any other relevant information.

On completion of the work and the resumption of the service, check all penetrations for live or damaged services and give the following to the Authorised Person:

- a clearance certificate that affected utilities (eg. heaters, boilers, equipment) have been tested and are functioning appropriately; and
- the name and phone of a responsible person who can be contacted if problems are experienced with any of the affected utilities.

Interference with Existing Services

Deal with existing services (such as drains, watercourses, public utilities, telecommunications and other services) obstructing the Works or damaged in the course of work under the Contract, as follows:

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

Notify the Principal immediately upon discovering any damaged services or services that obstruct the Works and are not shown in the Contract Documents.

Where an existing service obstructs the Works and requires diversion or relocation, the Contractor shall be liable for all resulting costs and delays, except to the extent that the Contractor is entitled to an adjustment of the Contract Price or payment for a Variation in accordance with General Conditions of Contract Clause – **Site Conditions**.

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

5.7 Work Health and Safety Management

Specification and Statutory Requirements

The Contractor must comply with all statutory requirements including, but not limited to, the *Work Health and Safety Act 2011* (NSW) (*WHS Act*), the *Work Health and Safety Regulations 2011* (NSW) (*WHS Regulations*) and the NSW Government *Work Health and Safety Management Systems and Auditing Guidelines 5th Edition* (*WHSMS Guidelines*). The *WHSMS Guidelines* are available on the ProcurePoint website.

In the event of any inconsistency, the Contractor must comply with the statutory provisions.

Engagement as principal contractor

The Contractor, having responsibility for the construction work at all times until the work is completed under the Contract, is engaged as principal contractor and manager and controller of the premises for the construction work under Clauses 293 and 298 of the WHS Regulations and is authorised to exercise such authority of the person conducting a business or undertaking that is commissioning the construction project as is necessary to enable it to discharge the responsibilities of principal contractor and manager and controller of premises imposed by the *WHS Act* and Chapter 6 of the *WHS Regulations*.

WHS Management Plan

Develop and implement a WHS Management Plan that covers the work under the Contract and complies with the *WHSMS Guidelines* and *WHS Regulations 2011*.

No later than 14 days before construction work starts, submit the Site-specific Safety Management Plan. Do not start construction work before a complying Site-specific Safety Management Plan has been submitted.

Ensure the following risks are covered in the Site-specific Safety Management Plan:

- Asbestos handling, removal and disposal
- Moving plant and machinery
- Traffic
- Materials handling
- Noise
- Dust
- Exposure to Weather and Solar Radiation
- Working in an isolated area and working near water
- Fire
- Existing services
- Working near overhead power lines
- Working near underground services
- Occupied premises and possible adjacent work sites

This list of risks is not exhaustive and must not be relied upon by the Contractor. The Contractor must undertake its own identification and detailed analysis of all work, health and safety risks involved with work under the Contract.

Site Safety Rules

Develop site safety rules that are equal to or better than the following minimum set of site safety rules. Include them in the WHS Management Plan and ensure implementation. Notwithstanding the development of site safety rules, the rules listed below form part of the Contract.

Site safety rules must make it a condition of entry to the applicable worksite that all employees and visitors comply with their provisions, including:

- **Construction WHS Induction** - All persons must display evidence of completing WHS Induction training before being inducted to start work on the Site.
- **Site Induction** - All persons working on the Site must attend a site induction before entering it. Visitors may enter a worksite if, either, they first attend a site induction, or if they are accompanied by a person who has attended a site induction. Each day, all persons must sign in and out on the site register.
- **Safe Work Method Statements** - Safe Work Method Statements must be prepared and used for all high risk construction work activities.
- **Toolbox Talks** - Weekly or more regular discussions must be held with workers to consult on site safety matters.

- **Safety Helmets, Safety Footwear and Safety Vests** - Safety helmets and steel-capped safety footwear must be worn by all supervisors, employees, and visitors in the construction areas at all times. The footwear must comply with AS 2210. Safety vests must be worn when moving plant is present or work is undertaken near traffic.
- **Personal Protective Equipment (PPE)** - PPE, such as safety eye protection, hearing protection, safety gloves and masks and the like, must be worn when welding, drilling and with all other tasks with similar risks.
- **Accidents and Incidents** - Accidents, incidents and injuries must be reported immediately to the Contractor's and applicable subcontractor's site representative in charge.
- **Alcohol and Drugs** - The consumption of, or being under the influence of, alcohol and illegal drugs on the Site is prohibited.
- **Amenities** - Access to clean toilets and meal facilities, cool, clean drinking water, and the other requirements of the WorkCover [*Code of practice: Amenities for construction work*](#) must be provided for all persons.
- **Electrical** - All electrical work and electrical plant must comply with AS/NZS 3012:2010 *Electrical Installations – Construction and demolition sites*.
- **Emergency and Evacuation Plan** - Arrangements must be included in the Site Induction and clearly identified. Consult with any occupier of the Site to coordinate the principal contractor's emergency and evacuation plan with the emergency and evacuation plan of the occupier of the Site.
- **Excavations** - Barricading and signage for all excavations must be provided, with excavations 1.5 metres or more deep also to be benched, battered or shored unless a geotechnical report has been provided which determines this support is not required.
- **Fire Prevention** - Fire prevention must be used by all persons on the Site. An appropriate fire extinguisher must be on hand for all welding sets and oxy acetylene work.
- **First Aid** - All persons requiring first aid treatment must contact the first aid officer who will administer the treatment and record the injury in the WorkCover Register of Injuries, including the person's name and the nature of the injury.
- **Hazardous Substances** - Chemicals and hazardous substances must be used and stored in compliance with up to date Safety Data Sheets (SDS) and details recorded in the Register of Hazardous Substances.
- **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.
- **Leads and Power Tools** - All leads, power tools and electrical equipment must be inspected and tagged by a qualified person prior to their use and then at three monthly intervals.
- **Mobile Plant** - Every owner of plant must ensure plant is registered with WorkCover when required and operators are appropriately qualified. Plant must be fitted with working hazard lights/reversing lights and beepers. See the WorkCover [*Code of Practice: Moving Plant on Construction Sites*](#).
- **Overhead Power Lines** - The requirements of the WorkCover [*Code of Practice: Work near Overhead Power Lines*](#) must be complied with.
- **Site Security and Public Access** - Security measures, including perimeter fencing, must be used to prevent unauthorised access to construction areas and ensure safe access and passage for all those on and adjacent to the Site.
- **Underground Services** – Refer to Preliminaries – **Locating Existing Services**.
- **Working at Heights** - Working at heights must be in accordance with WorkCover requirements, including certification of formwork and scaffolding. See the WorkCover [*Guide: Safe Working at Heights*](#).

Relevant Codes and Guides can be accessed from the WorkCover website.

WHS Management Monthly Report

No later than the 5th Business Day of each month, submit a WHS Management Monthly Report, signed by the Contractor's Representative, detailing implementation of *Risk management, WHS Training, Incident Management and Safe Work Method Statements*, and including the information listed below, as evidence of the implementation of the Site-specific Safety Management Plan during the previous month.

Contract details – the names of the Contract, Contractor and Contractor's representative, the report date and the period covered.

Implementation of Risk management, –summary of WHS inspections and reviews carried out to identify risks and hazards and ensure risk management controls are being implemented for:

- plant and equipment;
- incoming products;
- worksite conditions;
- adherence to and completeness of Risk Assessments, Safe Work Method Statements and Site Safety Rules;
- worksite access and exits; and
- personal protective equipment.

Implementation of WHS training, – an up to date copy of the Induction Register and details of WHS training carried out.

Implementation of Incident management – details of:

- any WHS incidents or WHS issues, including non-compliance with WHS processes and procedures and near misses;
- implementation of incident management;
- implementation of corrective action; and
- WHS statistics for all the work under the Contract including:

	This Month	Total Cumulative
Number of Lost Time Injuries		
Number of Hours Worked		
Number of Hours Lost Due to Injury		
Lost Time Injury Frequency Rate (LTIFR)		
Number of WHS Management Audits		
Number of WHS Inspections		

Implementation of Safe Work Method Statements, – an up to date copy of the register of Safe Work Method Statements, including confirmation that the principal contractor has ensured that all Safe Work Method Statements comply with the *WHS Regulation* and that their implementation is being monitored.

Notifiable Incident Report

Ensure compliance with the notification and other requirements of the *WHS Act* Sections 35-39 for any notifiable incident including immediate notification of WorkCover.

Immediately notify the Principal of any notifiable incident.

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

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

Prohibition, Improvement Non-disturbance and Penalty Notices

Immediately notify the Principal of any Prohibition, Improvement, Non-disturbance or Penalty Notice issued by WorkCover for any work under the Contract. Provide the

Principal with a copy of the Notice and written details of the corrective action taken by the Contractor and/or the applicable subcontractor to rectify the breach and to prevent recurrence.

Electrical Work on Energised Electrical Equipment

In compliance with sections 154-156 of the *WHS Regulations*, ensure that electrical work is not carried out on electrical equipment while the equipment is energised, except when, in accordance with sections 157–163 of the *WHS Regulations* it is necessary in the interests of health and safety that the electrical work be carried out on the equipment while the equipment is energised.

Independent Certification of Formwork

Ensure that formwork complies with AS 3610-1995 *Formwork for Concrete* and is designed, constructed and maintained so as to support safely all loads that are to be placed on it.

Ensure that, before a concrete pour where the deck of formwork:

- is 3 metres or higher above the lowest surrounding; or
- the area of the formwork deck is 16 square metres or greater and is designed to hold 2.5 cubic metres or 6 tonnes of wet concrete,

an independent qualified engineer inspects and certifies the formwork as complying with AS 3610–1995 *Formwork for Concrete*.

‘Qualified engineer’ means a person qualified for member grade of the Australian Institution of Engineers, having not less than 4 years post-qualification professional engineering experience in formwork.

The qualified engineer must not be a proprietor, director, officer, or employee either of the entity carrying out the formwork erection or a related entity. 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.

The Contractor and any subcontractors involved must include the inspection and certification as actions in Safe Work Method Statements for the erection and use of formwork, and they must be hold points in the Contractor’s and subcontractors’ Inspection and Test Plans.

Submit formwork certification before commencing the use of the formwork. Do not use the formwork before this certification is submitted.

5.8 Hazardous substances

Definition

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

Asbestos, material containing asbestos, polychlorinated biphenyl (PCB) and lead based paints are 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.

For work under the Contract involving stone, rock, concrete, masonry or materials containing silica, the Contractor is responsible for the control of any hazard which may arise from the presence of any of these materials.

Response to Unexpected Discovery

Hazardous substances, that are not identified in the Contract Documents, are dealt with in accordance with this clause. General Conditions of Contract clause – **Site Conditions** does not apply. If any hazardous substance not identified in the Contract Documents is discovered on the Site, suspend all work which may result in exposure to such substance and notify the Principal immediately of the type of hazardous substance and its location. The suspension shall be deemed to be a suspension by the Principal under General

Conditions of Contract Clause – **Suspension** to the extent that it was required to prevent such exposure.

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

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

In planning and carrying out any work dealing with the hazardous substance, take all reasonable steps to:

- carry out the work concurrently with other work wherever possible; and
- otherwise minimise any delays to reaching Completion.

Responsibility For Decontamination

Control of any hazardous substances and the decontamination of the Site are the responsibility of:

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

Where the Principal is responsible for the control of hazardous substances and the decontamination of the Site, the Principal may:

- suspend the whole or any part of the Works, in accordance with General Conditions of Contract Clause – **Suspension**, until the hazardous substances are isolated or removed; or
- direct the Contractor, in accordance with General Conditions of Contract Clause – **Variations**, to take responsibility for the control of hazardous substances and the decontamination of the Site.

Decontamination Requirements

Where the Contractor is required, under the Contract or following an instruction of the Principal, to take responsibility for the control of hazardous substances and the decontamination of the Site, the Contractor must handle, use, isolate, remove and dispose of such substances in accordance with statutory requirements.

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

Working Hours

Where the Contractor is required to decontaminate occupied sites containing hazardous substances, carry out all such decontamination outside normal hours of occupation, unless otherwise approved in writing by the Principal. Normal hours of occupation are between 7am and 5pm, Monday to Friday, inclusive, but excluding public holidays.

5.9 Asbestos removal

Requirement

Comply with the relevant statutory requirements, standards, codes and guidelines in respect of any asbestos removal work, including but not limited to the:

- WorkCover Authority of NSW requirements
- Safe Work Australia Code of Practice *How to manage and control asbestos in the workplace*
- Safe Work Australia Code of Practice *How to safely remove asbestos*
- *Environmentally Hazardous Chemicals Act 1985* (NSW)

- *Waste Avoidance and Resource Recovery Act 2001* (NSW)

Notification and Permit

Not less than 7 days prior to starting any asbestos removal work, notify the local office of WorkCover and the Principal of the intention to carry out that work.

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

Monitoring

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

Clearance Certificate

Submit to the Principal a clearance certificate from an independent licensed asbestos assessor at the completion of the asbestos removal work.

5.10 Not Used

5.11 Not Used

6 Environmental Protection

6.1 Environmental Management

Requirement

The Contractor must comply with the current NSW Government *Environmental Management Systems Guidelines (EMS Guidelines)*, available on the ProcurePoint website.

Project Environmental Management Plan

Develop and implement a Project Environmental Management Plan (Project EMP) that complies with the *EMS Guidelines*.

The Contractor may elect to complete Schedule to Preliminaries – **Environmental Management Plan**, adding objectives and actions as required to suit the risks/hazards associated with the work under the Contract, and implement the completed version as the Project EMP.

Submit the Project EMP no later than 7 days before construction work starts. Do not start construction work before a complying Project EMP has been submitted.

The Project EMP must address the following risks:

- Asbestos handling, removal and disposal
- Erosion and sediment control
- Dust
- Inundation of works during construction (overland flows)
- Dewatering and disposal of polluted water
- Maintenance of downslope water quality
- Protection of stockpile areas
- Waste Management
- Noise and vibration
- Avoiding tracking material (dirt/mud) onto public roads
- Flora and fauna protection
- Fire

This list is not exhaustive and must not be relied upon by the Contractor. The Contractor must undertake its own identification and detailed analysis of all environmental risks involved with work under the Contract.

Incident Reports

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

Immediately notify the Principal of any pollution incident that may cause material harm to the environment, providing evidence that notification requirements of the *POEO Act* have been met, where applicable.

Report immediately the details of any waste removed from the Site and not disposed of at a lawful facility.

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

6.2 Ecologically Sustainable Development

Requirement

Apply strategies to maximise the achievement of ecologically sustainable development in the design, construction and operation of the Works, including reducing pollutants, greenhouse gas emissions and demand on non-renewable resources such as energy sources and water.

Restricted timbers

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

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

6.3 Waste Management

Requirement

Implement waste minimisation and management measures, including:

- recycling and diverting from landfill surplus soil, rock, and other excavated or demolition materials, wherever practical; and
- separately collecting and streaming quantities of waste concrete, bricks, blocks, timber, metals, plasterboard, paper and packaging, glass and plastics, and offering them for recycling where practical.

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

Monitoring

Monitor and record the volumes of waste and the methods and locations of disposal.

Submit a progress report no later than the 5th Business Day of every second month, and a summary report before reaching Completion of the Works, on the implementation of waste management measures, including the total quantity of material purchased, the quantity purchased with recycled content, the total quantity of waste generated, the total quantity recycled, the total quantity disposed of and the methods and locations of disposal. Submit the report in the form of a *Waste Recycling and Purchasing Policy Report (WRAPP Report)* available on the ProcurePoint website.

With the *WRAPP Report*, submit waste disposal certificates and/or company certification confirming appropriate, lawful disposal of waste.

6.4 Pest Control

Do not use any chemical pesticides or termiticides for new construction work. Use preventive treatment by physical means to minimise the risk of pest infestations.

Chemical treatments may be used in existing buildings only as a last resort for the eradication of pest and termite infestations. Chemical pesticides used for this purpose must be registered by the National Registration Authority for Agricultural and Veterinary Chemicals and applied by a Pest Control Operator licensed by WorkCover.

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

7 Materials and Workmanship

7.1 Standards

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

Where the Contract refers to an Australian Standard it does not preclude the adoption of a relevant international standard.

7.2 Cleaning up

Prior to Completion, remove unwanted materials and dispose of any vermin. Remove all marks, dirt and dust from visible surfaces, including fittings, fixtures and equipment.

7.3 Not Used

7.4 Testing

Independent Testing Authority

Any testing required to be by an independent authority shall be carried out by an authority registered with the National Association of Testing Authorities Australia (NATA) to perform the specified testing.

7.5 Proprietary Items

Identification by the Principal of a proprietary item does not necessarily imply exclusive preference for that item, but indicates the required properties of the item.

The Contractor may offer an alternative to any proprietary item. Apply in writing for approval to use the alternative. Provide technical information and describe how, if at all, the alternative differs from the proprietary item and how its use would affect other parts of the Works, including performance and operation. .

Except to the extent that the approval, if any, of the Principal includes a contrary provision, the approval is deemed to include the conditions that:

- use of the alternative must not directly or indirectly result in any increase in the cost to the Principal of the Works;
- the Contractor must indemnify the Principal against any increase in such costs; and
- use of the alternative must not directly or indirectly cause any delay to reaching Completion of the Works and if it does, the Contractor will compensate the Principal for any loss which the delay causes.

7.6 Not Used

7.7 Not Used

8 Schedules to Preliminaries

8.1 Project Environmental Management Plan

Refer to Preliminaries Clause – **Environmental Management** if the Contractor elects to adopt this Plan as a template for the Project Environmental Management Plan (Project EMP). Complete the Project EMP by inserting contract-related requirements as appropriate, or 'NA' where a particular item is not applicable.

ENVIRONMENTAL OBJECTIVES	ACTION TO BE TAKEN	WHEN ACTION WILL BE TAKEN	PERSON RESPONSIBLE	ACTION COMPLETED
1. CONSERVATION OF PLANTS & WILDLIFE				
1.1 Protect flora and fauna	Protect existing trees and plants at and around the Site from damage unless approved by the Principal			
	Do not remove trees and plants without approval from the Principal			
	Control weeds on the Site			
	Protect birds, fish and animals at and around the Site from harm			
	Do not remove birds, fish and animals from the Site without the written agreement of the Principal			
	Do not bring birds, fish, animals and plants onto the Site without written agreement from the Principal			
	Minimise the use of pesticides and herbicides for minimal impact on the environment			
1.2 Control movement of pedestrians, materials, vehicles and plant to minimise damage to the environment	Use only designated routes for access to the Site			
	Use designated site roads and access routes for all movements on and adjacent to the Site			
	Locate compounds, and park all vehicles and plant, in designated areas on the Site			
2. CONSERVATION OF RESOURCES				
2.1 Design for energy efficiency	Adopt energy efficiency, environmental enhancement and waste minimisation as design criteria			
	Use low energy usage construction, fittings and appliances (including heating/cooling and lighting)			

ENVIRONMENTAL OBJECTIVES	ACTION TO BE TAKEN	WHEN ACTION WILL BE TAKEN	PERSON RESPONSIBLE	ACTION COMPLETED
2.2 Select materials to minimise: <ul style="list-style-type: none"> – resource use and waste – ozone depleting effects – detrimental effects on air, water, and land quality 2.3 Conserve heritage items and other physical attributes of the Site	Incorporate conservation of resources obligations into subcontracts			
	Reuse all topsoil on the Site and minimise the use of imported topsoil			
	Mulch and chip cleared vegetation as appropriate			
	Maximise use of materials that are recyclable or from a sustainable source			
	Use timber from sustainable managed sources only			
	Implement a strategy to reduce the quantity of waste, including minimising and recycling packaging			
	Use low water demand fittings & appliances (dual flush toilets, water conserving shower roses & taps)			
	Minimise the use of solvents, glues, paints and other materials which release odours or vapour			
	Comply with statutory requirements for conservation of heritage items			
	Manage the conservation of physical attributes of the Site, including (LIST THE ATTRIBUTES): 1.			
3. POLLUTION CONTROL				
3.1 Control discharges and emissions from vehicles and plant to minimise damage to the environment	Do not use vehicles, plant or equipment that produce excessive emissions			
	Monitor emissions from vehicles and plant			
	Do not bring vehicles or plant and equipment with hydraulic fluid, fuel or oil leaks to the Site			
	Wash down vehicles, plant and equipment only in controlled areas acceptable to the Principal			
	Prevent and clean up any spills from transport vehicles			
3.2 Prevent pollution of stormwater and adverse effects on land and vegetation	Use only water based, non-toxic paints and use only water to clear point brushes and rollers			
	Control all run-off from cleaning activities			
	Discharge only non-toxic cleaning products generally			

ENVIRONMENTAL OBJECTIVES	ACTION TO BE TAKEN	WHEN ACTION WILL BE TAKEN	PERSON RESPONSIBLE	ACTION COMPLETED
by control of cleaning activities and discharges				
3.3 Control soil erosion	Identify the existing drainage paths on the Site and protect them against siltation			
	Protect vulnerable and exposed surfaces and stockpiles against scouring			
	Install the following sediment control devices before starting construction (LIST THE DEVICES): 1.			
	Monitor and manage the effectiveness of sediment control devices			
	Remove sediment control devices when no longer required			
3.4 Prevent release of soil contamination to the environment	Establish, before starting work on the Site, in consultation with the Principal, if contaminated soil is present at the Site			
	If contaminated soil is present, manage the work to prevent release to the environment			
3.5 Manage refrigerants and other dangerous goods to meet statutory requirements	Ensure the procedures used for the charging and disposal of refrigerants and use of dangerous goods meet statutory obligations			
	Use appropriately trained employees			
	Obtain the licences required			
	Document dangerous goods identification, disposal and management, and retain the documentation			
3.6 Minimise noise and vibration impacts on neighbours, occupants and users of any facility	Comply with noise limits and conditions prescribed by the EPA, Department of Environment and Conservation and Council (as applicable)			
	Use equipment in good repair and condition			
	Use noise suppression equipment (e.g. silencers on compressors) and acoustic barriers as required			

ENVIRONMENTAL OBJECTIVES	ACTION TO BE TAKEN	WHEN ACTION WILL BE TAKEN	PERSON RESPONSIBLE	ACTION COMPLETED
	Do not expose workers, neighbours or visitors to excessive noise, and cooperate and coordinate with operators of any neighbouring facility			
	Do not expose people or property to excessive vibrations			
3.7 Comply with Trade Waste Licence conditions applicable to the facility	Implement procedures to avoid breaches of the Trade Waste Licence conditions (may apply to discharges from cooling water systems, condenser water systems, heating water systems, cooking facilities, engine discharges, water treated with chemicals or where large sediment loads exist)			
3.8 Minimise air pollution from dust and emissions	Minimise areas of exposed earth and stockpiles			
	Cover and secure materials in open transport			
	Use water sprays and/or other means to control dust			
	Keep emissions within statutory or other required limits			
	Minimise fire risks, and prevent and control fires			
3.9 Dispose of waste in accordance with statutory requirements	Implement appropriate disposal procedures for all waste items, including using lawful places for disposal, recording and reporting on the method and location of disposal and any non-conformances			
	EITHER Provide valid disposal certificates for each applicable item OR Provide company certification of appropriate disposal of the following (LIST THE ITEMS):			

ENVIRONMENTAL OBJECTIVES	ACTION TO BE TAKEN	WHEN ACTION WILL BE TAKEN	PERSON RESPONSIBLE	ACTION COMPLETED
	1. Packaging materials 2. Replaced or redundant materials 3. Chemicals 4. Oils and greases from machinery, cooking and other processes 5. Paints and solvents, including those used to clean equipment, tools and brushes 6. Cleaning materials and rags 7. Materials unsuitable for re-use, including hazardous materials such as asbestos			
3.10 Minimise damage to the environment from emergencies	Document emergency procedures to manage all reasonably foreseeable harm, including spills and other environmental emergencies			
	Ensure emergency procedures are followed			
	Obtain the agreement of the Principal to procedures for handling oil, chemicals and other dangerous goods before placing them on the Site, including secure storage arrangements			
	Re-instate and clean damaged areas and features, including work areas			
	Re-instate damaged eco-systems and features to their previous condition			
	Identify key contacts: (LIST NAMES and ROLES)			
	1.			
3.11 Comply with environmental requirements and rectify breaches	Inspect the Site daily to ensure appropriate environmental controls are in place and operating effectively, and that all environmental management requirements are being met			
	Cooperate with environmental audits by others			
	Rectify any environmental breaches identified within the time specified in an audit or by the Principal			

ENVIRONMENTAL OBJECTIVES	ACTION TO BE TAKEN	WHEN ACTION WILL BE TAKEN	PERSON RESPONSIBLE	ACTION COMPLETED
4. RECORDS AND REPORTING				
4.1 Provide sufficient documentation to demonstrate appropriate environmental management, including:	Prepare, submit and update the Environmental Management Plan			
	Maintain and submit records of environmental training			
	Report on implementation of the Environmental Management Plan			
	Submit applicable waste disposal certificates and/or company certification of appropriate disposal			
	Submit to the Principal copies of correspondence with regulators, including incident reports and notification of non-compliances or fines			
	Submit documentation evidencing that the causes of non-compliances have been corrected			
	Keep records for inspection securely filed using an effective document retrieval system			
4.2 Report environmental incidents	Immediately report all environmental incidents to the Principal			
	Immediately report environmental incidents as otherwise required			

END OF SECTION – PRELIMINARIES

3 General

Table of Contents

3	General	1
1	Background	1
2	Project Information	1
	2.1 Description of the Site	1
	2.2 Description of works.....	2
3	Limit of Contract	2
4	Standard Technical Specifications	2
5	Inconsistencies in Documents	3
6	Site Services.....	3
7	Method Statement.....	3
8	Contractors Site Facilities.....	4
	8.1 Location of Site Facilities and Storage Areas	4
	8.2 Storage of Materials.....	4
	8.3 Site Office for the Contractor's Representative.....	4
	8.4 Telephone and other Communication Facilities.....	4
	8.5 Toilet Facilities	4
	8.6 Site Power Supply.....	4
	8.7 Site Disestablishment.....	5
9	Supply of Materials	5
10	Setting Out of Works	5
	10.1 General.....	5
11	Environmental Protection	5
	11.1 General.....	5
	11.2 Construction Environmental Management Plan	5
	11.3 Responsibility for Environmental Due Diligence	6
	11.4 Training.....	7
	11.5 Erosion And Sediment Control	7
	11.6 Soil And Water Management.....	7
	11.7 Rainfall Records and Weather Forecasts	7
	11.8 Minimising the Extent of Drain Foundation Exposed	7
	11.9 Pollution Protection and Maintenance of Water Quality	8
	11.10 Protection of Flora and Fauna	8
	11.11 Aboriginal Heritage	8
	11.12 Noise Control.....	8
	11.13 Traffic Management.....	9
	11.14 Fire Control.....	9
	11.15 Waste Management.....	9
	11.16 Site Clean Up and Disestablishment	9
12	Incident Management	10
13	Existing Services	10
14	Protection of Sydney Catchment Authority Infrastructure.....	11
15	Restoration and Maintenance.....	11
16	Quality Assurance Requirements - Witness and Hold Points.....	11
17	Video & Photographic Records	13
	17.1 General.....	13
	17.2 Format.....	13
	17.3 Updating of Record.....	13
18	Work-As-Executed Documents	14

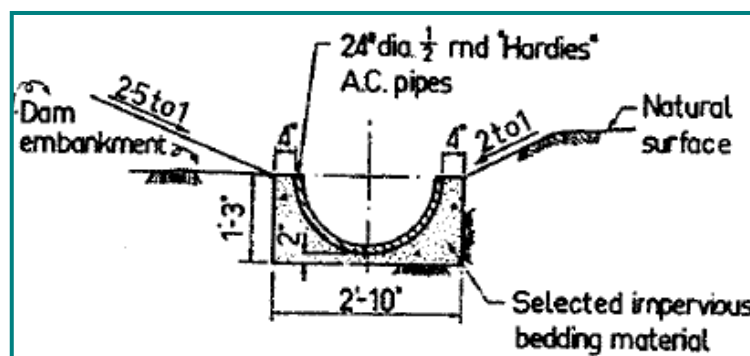
3 General

1 Background

Bendeela Pondage is an earth and rock fill embankment dam that was constructed in 1973-1974 as part of the Sydney Water Boards Shoalhaven Scheme. The dam is located between Fitzroy Falls Reservoir and Tallowa Dam. It functions as a buffer storage for out-of-balance flow between the two dams during hydro-electric power generation or water pumping at Kangaroo Valley and Bendeela pumping and power stations.

The dam has no significant catchment but has been provided with a weir type spillway to protect the dam in the event of operational problems at the two pumping and power stations. The dam has a capacity of approximately 1,200 megalitres with a depth of up to 15 metres.

At the toe of the embankment, there is a half pipe catch drain with a series of measuring V notch weirs for the purpose of drainage and monitoring of the surface water and seepage from the embankments. The drain is constructed from 24 inch (600mm) half round asbestos cement pipes. A typical section of the toe drain (as sourced from the original design drawings is provided below.



In the past, the drains have been periodically cleaned, involving the removal of debris and sediment, by Sydney Catchment Authority (SCA) staff and the frequency of cleaning was in the order of once every 3 months.

As a result of increased awareness of the dangers associated with asbestos materials, SCA staff identified a potential hazard associated with the asbestos cement drain half pipe at the toe of the Bendeela Pondage embankment.

Following the undertaking of a condition and risk assessment, Sydney Catchment Authority has determined that it requires the removal of the existing asbestos cement pipe toe drain and replacement with an alternative drain, preferably a 600mm concrete spoon drain (half pipe).

Works under this Contract relates to the safe removal of the existing toe drain and its replacement with an alternative drain, preferably a 600mm concrete spoon drain (half pipe).

2 Project Information

2.1 Description of the Site

Bendeela Pondage is in the Local Government Area of Shoalhaven Council, and is located approximately 5 km west of Kangaroo Valley.

The site is located on the southern side of Jacks Corner Road at Bendeela and directly accessed off Jacks Corner Road. The existing toe drain to be replaced is at the base of the dam embankments and surrounds the majority of the Bendeela Pondage dam.

2.2 Description of works

The contract work covers the supply and delivery of all materials, plant, equipment and labour required for the construction, testing and commissioning of the works in accordance with the requirements of the Contract Documents, this Specification and the location of the works as shown on the Drawings.

The works to be undertaken in this contract included, but are not limited to the following:

- Site establishment
- Environmental Protection Works
- The removal of all debris from the toe drain area
- The removal of sludge and sediment from within the existing (half round asbestos cement pipe) toe drain and disposal from the site.
- The removal of the existing (*half round asbestos cement pipe*) toe drain and disposal from the site.
- The removal of a nominal 50 mm of soil surrounding the (half round asbestos cement pipe) toe drain and disposal from the site
- The construction of the new toe drain
- Suitable connection of the new toe drain into existing pits and any rectification of works to the existing concrete pits to make the toe drain complete
- Suitable rectification works at the all ends of the new toe drain in order to make the toe drain works complete
- Rectification of filter underdrains seepage points on the embankment where slump has occurred (when instructed by the Principal)
- Restoration of disturbed surfaces
- All other works necessary to permit the Works to be completed in a manner suitable for their purpose
- Disestablishment

3 Limit of Contract

The Limits of Contract are as shown on Drawings.

4 Standard Technical Specifications

Comply with the following standard technical specifications and drawings referred to in the Contract Documents. These include Australian Standards, The Water Services Specification (WS-Spec), and any manufacturers technical information. :

Note that the Water Services Specification (WS-Spec) is accessible free of charge through the [ATIC webpage on the APCC website](#). All references to Sections SP and TR are references to this standard.

5 Inconsistencies in Documents

The requirements of this Specification and Drawings shall prevail over any provisions in Standard Technical Specifications and Standard Drawings that are inconsistent with this Specification and Drawings, but only to the extent of any such inconsistency.

6 Site Services

Arrange for all power, water supply, sanitary, telephone and other services required for construction purposes. All costs associated with the provision and operation of these site services shall be borne by the Contractor.

The Principal advises that there are no water reticulation lines or electricity available on the western side of Bendeela Pondage. As such the Contractor will need to provide their own services.

7 Method Statement

Within 14 days of Award of Contract, the Contractor shall submit to the Principal's Authorised Person a Method Statement for review by the Principal's representative(s).

The Method Statement(s) shall present the detailed methodology of the proposed works including, but not limited to the following:

- A revised construction program
- Details of confirmed staffing, including detailed CV's and company profiles for all sub-contractors and relevant Work Health and Safety provisions;
- Proposed hours of work
- Proposed Work Health and Safety plan
- Proposed access to the works, and proposed Contractors works areas, storage areas, facilities and site security
- Proposed environmental protection measures – without limiting the requirements to prepare a Construction Environmental Management Plan. This is to include details of erosion and sediment control, and proposed temporary works for stormwater diversion and dewatering
- Proposed methodology for the removal of the existing toe drain, including proposed plant and equipment list to be used, and security measures associated with limiting access to the asbestos removal works area - without limiting the requirements to prepare an Asbestos Removal Control Plan
- Proposed frequency of necessary attendance/inspections by the independent asbestos removal assessor required for the issuing of clearance certificates in order to meet the Contractor's works program and meet all requirements stated in this specification. The total number of asbestos clearance inspections required to be undertaken by the asbestos removal assessor to fulfil the scope of the Contract is to be clearly indicated.
- Proposed location of asbestos disposal facility
- Confirmed personnel or consultants who will prepare the Asbestos Removal Control Plan, undertake the inspections and issue the clearance certificates
- Proposed methodology for the construction of the new spoon drain, including materials to be used, and proposed plant and equipment list to be used
- Methodology for construction of civil works including the restoration of the existing filter drain outlets, any required rip rap installation work and restoration work.
- Proposed disposal of any excess material and waste
- Details of quality control to be used to ensure that all specified requirements are met, including details of all inspection and test plans and any tests which will be carried out.

Contractor shall submit a Method Statement without limiting the requirements of this Specification.

8 Contractors Site Facilities

8.1 Location of Site Facilities and Storage Areas

The Contractor's site facilities and materials storage area shall be located in the cleared area in the north-west corner of the site off Jacks Corner Road (through the existing access gate) – directly across the road from the Sydney Catchment Authority's Depot.

The location of the Contractor's site facilities and materials storage area must not be changed without the approval of the Principal's Authorised Person.

8.2 Storage of Materials

The storage of materials and equipment on Site shall be carried out as to prevent damage to the site and minimise hazards to persons, materials and equipment. The Contractor shall keep storage areas neat and tidy. The Contractor shall not use public roadway areas and the like for storage of materials.

As soon as the Contractor disestablishes, all work and storage areas are to be restored to their pre-existing condition.

8.3 Site Office for the Contractor's Representative

The Contractor shall provide a suitable air-conditioned site office for use by his representative throughout the duration of the Contract Works.

The site office shall include an area of not less than 20 square metres.

8.4 Telephone and other Communication Facilities

The office of the Contractor's Representative on the site shall be provided with telephone and computer facilities during normal working hours.

The Contractor shall arrange telephone and facsimile connections to the site and all costs associated with the provision and operation of telephone and facsimile connections to the site shall be borne by the Contractor.

8.5 Toilet Facilities

Provide and maintain in good condition sufficient temporary / portable toilet facilities for use by site personnel.

8.6 Site Power Supply

Make arrangements for temporary power supply for construction purposes.

If required, make arrangements for supply with local electricity supply authority and comply with requirements.

Unless approved in writing by the Principal's Authorised Person, overhead reticulation shall not cross any road or any area allocated to others.

The Contractor shall disconnect and remove all temporary electrical services and installations prior to demobilisation.

8.7 Site Disestablishment

The Contractor shall remove all temporary works, site office and facilities, excess materials, debris and rubbish from the site and restore all surfaces on completion of Works to the satisfaction of the Principal's Authorised Person.

9 Supply of Materials

The Contractor shall supply and deliver all materials required for the proper completion of the Contract Works.

Materials and workmanship shall be the best of their respective kinds and unless specified otherwise, materials, workmanship and construction shall comply with the relevant Specifications and/or Codes published by the Standards Association of Australia, current edition or the Water Services Specification.

The Contractor shall not change any contract items specified without the written approval of the Principal's Authorised Person.

Substitution of any items whether of similar or equal quality or utility shall be possible only after the receipt of the Principal's Authorised Person's written approval and instruction.

Unless otherwise specified supply all labour and equipment for the loading and unloading at place of manufacture, storage and at Site.

10 Setting Out of Works

10.1 General

The Contractor is responsible for the setting out of all works under this Contract. Subject to tolerances, applicable as specified or shown, all work is to be constructed to the lines and levels shown on the Drawings unless otherwise approved by the Principal's Authorised Person in writing.

11 Environmental Protection

11.1 General

Comply with:

1. Preliminaries – Environmental Protection
2. Section 4 Removal & Disposal Of The Existing Toe Drain of this Specification
3. Section 5 Toe Drain Replacement & Associated Civil Works of this Specification
4. Sydney Catchment Authority's 'Ready Reckoner' prepared for these Works
5. Workcover Code Of Practice – How To Safely Remove Asbestos (Safe Work Australia – December 2011)

11.2 Construction Environmental Management Plan

Prepare, implement and maintain a Construction Environmental Management Plan (CEMP) for all the Works.

Provide copy of the CEMP to the Principal's Authorised Person obtain approval to the CEMP from the Principal's Authorised Person prior to the commencement of any works on site.

The Plan shall include:

- A demonstration of sound environmental management practices
- Identification and compliance with all licensing and approval requirements
- An outline monitoring program and procedures for reporting results
- Role, responsibility and authority of all personnel involved in the Contract
- Training requirements for all personnel involved to ensure compliance with the CEMP
- Response plans for dealing with accidents and other non-conformance during the contract.

The CEMP shall address the following environmental issues, including but not limited to:

- Sydney Catchment Authority's 'Ready Reckoner', where applicable
- Requirements for the removal and disposal of the existing toe drain which is constructed of asbestos containing material – as detailed in Section 4 of this Specification.
- Consultation with statutory authorities, and licences and approvals from statutory authorities
- Noise control
- Dust control
- Erosion and sedimentation control
- Disposal of excess excavated material
- Waste management
- Diversion of overland flow and runoff away from construction areas
- Protection of surface and ground water quality
- Protection of flora and fauna
- Limiting of vegetation clearance and disturbance
- Restoration of disturbed areas
- Access and traffic management
- Incident management planning
- Working hours
- Monitoring and reporting requirements.

Engage a suitably competent Environmental Management Representative to be responsible for the preparation, direction and implementation of all environmental protection aspects of the work.

Further details regarding environmental Protection are provided in Section 2 - Preliminaries of this Specification.

11.3 Responsibility for Environmental Due Diligence

Exercise due diligence in preventing damage or accidents which have the potential to impact adversely upon the environment and in putting in place measures to minimise environmental damage where there is a likely risk of an accident which has a potential environment impact. This general obligation extends beyond the requirements of any particular legislative provisions, regulations or conditions of approval and applies to acts done or omitted to be done.

11.4 Training

Ensure all personnel on site, including subcontractors, are made aware of environmental protection requirements of the CEMP and mitigating measures and work methods required to be used in carrying out site activities.

11.5 Erosion And Sediment Control

As part of the CEMP, prepare an Erosion and Sediment Control Plan (ESCP) in accordance with the Managing Stormwater, Soil and Construction Manual, Landcom, 2004. Implement and maintain the Plan for the duration of the Contract.

Plan and carry out the work to avoid erosion, contamination and sedimentation of the site, the adjacent watercourses, drainage systems and surrounding areas.

Comply with the requirements of the Environmental Management Plan and this Specification. Include all works necessary to achieve the following:-

- Management of surface water runoff so that it achieves a non-erosive velocity and concentration;
- Control of sediments by trapping and containing eroded soil particles before they leave the site areas;
- Prevention of off-site damage and ensuring that all disturbed areas are protected by sediment trapping structures to prevent sediment leaving each area;
- Control of wastewater from vehicle and equipment cleaning operations.

Adopt such measures as may be necessary for erosion control. Develop a Sediment Control Plan as part of the Environmental Management Plan.

Construct all erosion control measures before removal of the existing toe drain works are commenced.

Maintain these erosion and sediment control measures for the duration of the Contract. All structures are to be inspected after each rain event for structural damage, and all sediment is to be removed when the capacity of these erosion and sediment control measures has been reduced by in excess of 50%.

11.6 Soil And Water Management

As part of the CEMP prepare Soil and Water Management Plan (SWMP).

11.7 Rainfall Records and Weather Forecasts

Keep daily rainfall records at the location of the Contractor's site office.

Obtain and utilise weather forecasts to plan for construction operations, especially with regard to potential environmental impacts should sections of the drain are incomplete and potentially affected by a rainfall event.

11.8 Minimising the Extent of Drain Foundation Exposed

The Contractor must minimise the length of toe drain open at one time so as to minimise the environmental risk should a significant rainfall event occur during the undertaking of the work. It is recommended that a maximum of 100 metres of the toe drain foundation be left open at any one time – that being the time between the removal of the existing (half round asbestos cement pipe) toe drain and construction/installation of the new spoon drain.

In order to minimise environmental risks, should more than 100 metres of the toe drain be open at any one time, the Principal reserves the right to instruct the Contractor to cease any other work until

less than 100 metres of drain is open to the elements. No additional claims for costs or time will be granted as a result the Principal actioning this clause.

11.9 Pollution Protection and Maintenance of Water Quality

During the operation and management of the works areas and during the construction of the works:

- Comply with the Protection of the Environment Operations Act 1997 at all times. Do not discharge into water courses or stored waters any oils, greases, chemicals or pollutants of any kind, or any water carrying visible solid matter.
- Control noise levels to comply with the Protection of the Environment Operations Act 1997.
- Comply with all the requirements of the EPA.

Prevent pollution of adjacent natural drainage and waterways.

Ensure sediment does not enter the drains and waterways.

Ensure turbidity is not created in the drains or waterways.

Prevent any debris from construction activities and/or equipment for construction from entering adjacent natural drainage and waterways.

11.10 Protection of Flora and Fauna

Plan and carry out the clearing of any areas affected by the works. Do not clear areas beyond the area required for the work or cause any interference or damage to natural vegetation other than that specified. Protect from damage all trees and other plants which are beyond the limits of the Contract or which do not need to be removed or damaged for construction purposes.

Trees may only be removed under the following circumstances where:

- Trees are specifically located within the areas needs for construction
- Construction cannot be carried out safely in the vicinity of the tree
- Construction work will or has endangered any tree
- Construction work will or has increased the risk of any tree damaging property or services

Submit a written proposal to the Principal before the removal of any tree. No trees and other plants are to be removed without the approval of the Principal's Authorised Person.

Fallen timber should be returned to nearby locations outside the construction foot print. Tree removal shall be kept to a minimal.

The storage of materials or equipment shall not interfere with the drip line of trees.

11.11 Aboriginal Heritage

In the event that Aboriginal objects are discovered during earth works all works in that area should cease and the proponent should contact the Office of Environment and Heritage to seek some determination of the discovery and how to proceed.

11.12 Noise Control

Compliance with relevant recommendations specified in the Interim Construction Noise Guidance (DECC, 2009).

Restrict the construction activities to 7 am to 6 pm Monday to Friday, 8 am to 1 pm Saturday and no work on Sunday or public holiday.

11.13 Traffic Management

The Contractor is responsible to ensure construction traffic to the site of work is by approved routes – as detailed in the CEMP. The Contractor shall stipulate in any Contracts with the suppliers of materials or equipment to the site, the location of accesses and storage areas for materials or equipment.

Prior to any work which may affect traffic movement on, to or surrounding the site, submit proposals detailing the traffic movements and control methods.

Any other traffic controls considered necessary by Council to manage traffic and traffic safety shall be incorporated by the Contractor. Such traffic controls could include but not be limited to:-

- warning signs of truck traffic, trucks turning etc.;
- routine checks by the Principal and Council staff on truck movements; and
- compliance with safety laws, permissible peak traffic movement levels, etc.

11.14 Fire Control

Burning of trees and vegetation is prohibited.

Comply with all requirements of the Rural Fires Act and regulations in force regarding fire protection. Establish suitable procedures for the prevention and warning of fire outbreaks caused by the Contractor. Extinguish any fires caused by the execution of the works.

The Contractor will be held responsible for any damage to fences, grass, houses, buildings or other property caused by fires lit for any purpose in connection with the Contract, or caused accidentally by the Contractor.

Have suitable equipment and trained personnel available at all times for use in the prevention and extinguishing of any fires.

11.15 Waste Management

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.

Monitor waste volumes and record their method and location of disposal and whether or not that location was a place that could lawfully be used as a waste facility for that waste. Submit a progress report every month, and a summary report before completion, on the implementation of waste management measures, including the total quantity of material purchased, quantity purchased with recycled content and the total quantity of waste - generated, total quantity recycled, total quantity disposed of and the method and location of disposal.

Disposal of waste shall comply with EPA guidelines.

11.16 Site Clean Up and Disestablishment

The clean-up and disestablishment of the site shall be planned and carried out in a manner to leave the site in a condition suitable for the finished works to function without risk of contamination of the water quality.

The site is to be kept clean and tidy at all times. Upon completion of the works all temporary works, surplus material, refuse and equipment shall be removed from the site, including but not limited to the following:-

- removing temporary works areas;
- removing all temporary fencing unless directed otherwise by the Principal;
- removing Contractor's site works, establishment and storage areas.

The site shall be left in a clean and tidy condition.

Structural debris, contaminants and refuse shall be removed from the site and disposed of in accordance with the requirements of the relevant local authorities.

Excess and unsuitable materials from the excavations are to be disposed of in accordance with the requirements of the relevant local authorities at approved disposal sites.

12 Incident Management

Manage all incidents in a manner, which conforms to the requirements of relevant legislation and minimises the adverse effects of the incidents.

Before commencing any work under the Contract, provide to the Principal's Authorised Person, an Incident Management Plan that shall include but not be limited to:

- a statement of accountabilities;
- risk identification and assessment;
- incident prevention; and
- incident response procedures.

Identify personnel responsible for the implementation of the Incident Management Plan who shall notify each incident to the Principal's Authorised Person immediately it occurs and manage the incident in accordance with the management plan.

"Incidents" shall include, but are not limited to, those events causing or with the potential to cause a threat to or impact upon:

- health and safety of any persons;
- the environment;
- public or private property;
- community infrastructure including water supply, sewerage, electricity, gas, telephone, rail, road, footpaths;
- prosecution or fines by a regulatory authority;
- requirements for urgent action under legislation.

13 Existing Services

Undertake a services search to identify and accommodate or otherwise take into consideration the existence of underground and overhead public utilities and services including, but not limited to power, communication, gas, water, sewer and storm water. Liaise with the relevant Authorities and obtain a copy of the as-built services drawings for the area prior to commencement of construction. Contact "Dial Before You Dig" to obtain information on existing utilities and services, prior to commencement of any site work.

All services shall be located and marked out on the ground without causing permanent damage to the surface. The use of paints or other marking materials, which cannot be readily removed, is strictly prohibited. Positive identification of buried fibre optic and power transmission infrastructure shall be required by pot holing prior to any works commencing. Pot holing shall also be required at all locations identified by the Contractor as being of high risk.

If any investigations result in delays, all open excavations shall be made safe, by backfilling, plating or otherwise, as appropriate.

14 Protection of Sydney Catchment Authority Infrastructure

The Contractor shall protect all existing Sydney Catchment Authority infrastructure when undertaking the Works under this Contract. This shall include special protection to existing piezometers, signs and pits in proximity to the works. The Contractor shall provide barriers to identify and protect such items of infrastructure.

The Contractor will not place or utilise any plant or equipment on the embankment of the Bendeela Pondage without written permission from the Principal's Authorised Person.

15 Restoration and Maintenance

Carry out work in accordance with relevant clauses in Section 5 TOE DRAIN REPLACEMENT AND ASSOCIATED CIVIL WORKS and this clause.

The Contractor shall dispose all excess material off site. At the completion of the works all damage to roadways, grassed areas and areas adjacent to the Works, the Contractor must restore these surfaces to an equal or better condition than existed prior to the commencement of the Works.

Restore any cleared areas by replacing the pre-existing topsoil and seed the disturbed area to promote regrowth.

If the Contractor fails to rectify unsatisfactory restoration, the Principal may rectify any unsatisfactory restoration work on behalf of the Contractor and deduct the cost from moneys otherwise due to the Contractor.

All restored surfaces and improvements shall be maintained in a satisfactory condition until the return of the post completion undertaken, notwithstanding that any deterioration, and the need for their maintenance, may or may not be due to defects which become apparent or arise from events which occur during the Post Completion Period.

16 Quality Assurance Requirements - Witness and Hold Points

A 'witness point' shall mean a point in the construction or verification process at which an activity is to be observed by the Principal's Authorised Person. Forty eight (48) hours notice is required to be given by the Contractor for a witness point.

A 'hold point' shall mean a point in the construction or verification process beyond which the work may not proceed without the authorisation of the Principal. Forty eight (48) hours notice is required to be given by the Contractor for hold point.

Hold and Witness points are to be scheduled for normal working hours of the Principal's personnel. If personnel are required at other times, then the Principal may require the Contractor to pay for the overtime costs of the personnel.

The Principal's Authorised Person may, without penalty, convert hold points to witness points on a temporary or permanent basis.

Include in the relevant Inspection and Test Plans as a minimum the following witness and hold points and witness points for attendance by the Principal's representative:

Activity Requiring Inspection & Test Plan	Stage Of Work Requiring Inspection Or Test	H or W Point (For Attendance By The Principal's Representative)
General	Detailed Construction Methodology and Method Statement(s) (refer to Section 3 General Clause 7)	H
Pre-Construction	Detailed Construction Program (refer to Section 3 General Clause 7)	H
	Traffic Management Plan (refer to Section 3 General Clause 11.13)	H
	Site Safety Management Plan (refer to Section 2 Preliminaries Clause 5.7)	H
	Construction Environmental Management Plan (refer to Section 2 Preliminaries Clause 6)	H
	Statement verifying compliance with IR obligations (refer to Section 2 Preliminaries Clause 4.4)	H
	Quality Management Plan (including ITPs) (refer to Section 2 Preliminaries Clause 4)	H
	Video or photographic record of the site (refer to Section 2 Preliminaries Clause 17)	H
Environmental	Site protection measures (refer to Section 3 General Clause 11)	H
Protection	Site clearing and access to construction (refer to Section 4 Removal & Disposal of Existing Toe Drain Clause 3)	H
Asbestos Removal	Workcover Notices and Permits (refer to Section 4 Removal & Disposal of Existing Toe Drain Clause 4.3)	H
	Asbestos Removal Control Plan (refer to Section 4 Removal & Disposal of Existing Toe Drain Clause 4.6)	H
	Warning Signs and barricades (refer to Section 4 Removal & Disposal of Existing Toe Drain Clause 5.1)	H
	Clearance Certificate (refer to Section 4 Removal & Disposal of Existing Toe Drain Clause 5.9)	H
	All receipts to demonstrate that the lawful disposal of all asbestos waste (refer to Section 2 Preliminaries Clause 3.3; Section 3 General Clause 11.15; Section 4 Removal & Disposal of Existing Toe Drain Clause 5.6)	W
Spoon Drain	Foundation inspection (refer to Section 5 Toe Drain Replacement & Associated Civil Works Clause 3.2)	H
Construction	Trench stops prior to backfill (refer to Section 5 Toe Drain Replacement & Associated Civil Works Clause 3.4)	H
& Associated Works	Drain alignment (refer to Section 3 General Clause 10; Section 5 Toe Drain Replacement & Associated Civil Works Clauses 3.2 & 3.3)	H
	Backfilling (refer to Section 5 Toe Drain Replacement & Associated Civil Works Clause 3.5)	W
	Backfill compaction testing (if required) (refer to Section 5 Toe Drain Replacement & Associated Civil Works Clause 3.5)	W
	Extent of works requiring Rip Rap installation (refer to Section 5 Toe Drain Replacement & Associated	H

Activity Requiring Inspection & Test Plan	Stage Of Work Requiring Inspection Or Test	H or W Point (For Attendance By The Principal's Representative)
	<i>Civil Works Clause 4)</i> Extent of works required for restoration of filter drain outlets (refer to Section 5 Toe Drain Replacement & Associated Civil Works Clause 5)	H
Final Defects Inspection	Completion including restoration (refer to MW21 General Conditions of Contract Clause 11)	H
WAE Drawings	Submission of WAE Drawings (if required) (refer to Section 3 General Clause 18)	H

17 Video & Photographic Records

17.1 General

Prior to commencement of any work on Site the Contractor shall prepare a detailed video or photographic pre-construction record of all areas, which will be affected by construction including stockpile areas, storage areas and access tracks. Detail shall include but not be limited to ground surfaces, natural vegetation, gardens, improved surfaces (including roads, driveways and other pavements), services (including kerbs and gutters, drains, pits, power poles) and structures (including buildings, retaining walls, fences).

17.2 Format

Video: Video shall be in digital format on a CD or DVD and include appropriate commentary. The date of the videoing is to be displayed on the screen at all times. The commentary shall be clear and audible and shall include the nature of improvements and comments on any defects highlighted on video.

Photographs: Photographs are to be presented in digital format on CD-ROM. Date of photography shall be displayed in photos. Photographic prints shall be grouped in packages. Each package shall carry a notation indicating any comments on any pre-existing defects, particularly where they are not obviously visible in the photographs.

Complete the video/photographic records and submit copies to the Principal's Authorised Person prior to commencing work on the site.

17.3 Updating of Record

Add to the video/photographic records as work proceeds if additional areas will be affected by construction activity and the condition has not been previously recorded or if site conditions change.

Provide a record of damage and defects to improvements in the vicinity of the works prior to all construction activities. This record will be used in the resolution of disputes between property owners and the Contractor or Principal and accordingly should be comprehensive in its coverage of the areas affected by construction activities.

18 Work-As-Executed Documents

The Contractor shall provide works as executed drawings at the completion of the works (in accordance with Milestone 3).

Should the Contractor construct the new toe drain as a 600mm spoon drain (half pipe) in the same location as the existing toe drain and in accordance with this specification, then the Contractor will as a minimum provide a drawing showing the specification of the half pipe used (profile dimensions and materials type) overlaid on the drawing provided with a notation stating its installation date.

Should the Contractor construct a toe drain significantly different in profile to the existing half pipe drain, or construct a toe drain in a significantly different location than the existing toe drain (either horizontally or vertically) then the Principal reserves the right to instruct the Contractor to provide works as executed drawings to accurately depict the construction profile of the works and the horizontal and vertical location of the new drain.

If the Contractor fails to provide works as executed drawings to the Principal's satisfaction, rectify unsatisfactory restoration, the Principal may have works as executed drawings prepared on behalf of the Contractor and deduct the cost from moneys otherwise due to the Contractor.

For the works as executed drawings required, the Contractor will be provided with digital files containing all the contract drawings prepared on behalf of the Principal – these being Sydney Catchment Authority's Drawings – Bendeela Pondage Toe Drain - Plan N° Ben-DS-14 – Sheets 1 to 3 – April 2014.

Drawings forming part of this contract, after completion of construction and installation, shall be amended by the Contractor to show in detail the "work-as-executed" condition. Amendments necessary to depict "work-as-executed" details shall be carefully and accurately prepared. Submit final work-as-executed drawings three (3) weeks after receiving feedback from Principal's representative.

Final Work-as-Executed drawings shall be in PDF and AutoCad (*.dwg) and *.dxf formats.

END OF SECTION

4 Removal and Disposal of the Existing Toe Drain

Table of Contents

1	General	2
2	Scope	2
3	Clearing Of Works Area.....	2
4	Responsibilities for the Asbestos Removalist.....	3
	4.1 General.....	3
	4.2 Licence Requirements.....	3
	4.3 Workcover Notification & Permits	3
	4.4 Asbestos Removalist Supervisor.....	3
	4.5 Training of Workers	4
	4.6 Asbestos Removal Control Plan	4
5	General Requirements for Asbestos Removal Work	5
	5.1 Limiting Access, Displaying Signs and Barricades	5
	5.2 Asbestos Removal Methods to Minimise Fibre Release at the Source	5
	5.3 Tools and Equipment	6
	5.4 Personal Protective Equipment (PPE)	6
	5.5 Decontamination	8
	5.6 Waste Containment and Disposal	9
	5.7 Removal and Disposal Sediment and Soil	11
	5.8 Air Monitoring.....	11
	5.9 Clearance Inspection.....	11

4 Removal and Disposal of Existing Toe Drain

1 General

An asbestos investigation and risk assessment of the Bendeela Pondage toe drain has been undertaken by specialist consultant Noel Arnold and Associates that involved the review of the condition of the toe drain and the sampling and testing of the drain material and sludge and sediment from within the toe drain.

The test results indicate the existing toe drain (half round pipe) is constructed of asbestos containing material (Chrysotile (white) Asbestos was identified in the test sample) and asbestos fibres were also identified in two(2) of the seven(7) sludge/sediment samples.

Read this Section in conjunction with the 'Asbestos Risk Assessment Bendeela Pondage Toe Drain Report' (May 2012 Report N° C107830:J110488) by Noel Arnold & Associates.

An assessment of the existing toe drain in its current condition is considered to be non-friable.

The Contractor shall ensure that the extent of works associated in the removal of the existing toe drain is undertaken in such a way that there is no disturbance to the embankment. No equipment is permitted on the embankment.

2 Scope

This section of the Works comprises the provision of all plant equipment, labour and materials as required for the completion of the following:

- The removal of all debris from the toe drain area
- The removal of sludge and sediment from within the existing (half round asbestos cement pipe) toe drain and disposal from the site. This material is to be considered to be asbestos contaminated debris (ACD)
- The removal of the existing (half round asbestos cement pipe) toe drain and disposal from the site. This material is asbestos containing material (ACM)
- The removal of a nominal 50 mm of soil surrounding the (half round asbestos cement pipe) toe drain and pits, and disposal from the site. This material is to be considered to be asbestos contaminated debris (ACD). Subject to the clearance inspection by an independent asbestos removal assessor, the Contractor may be instructed to remove an additional amount of soil in excess to the nominal 50 mm indicated – this will only be done with written instruction from the Principal's Authorised Person.

Note that pipework under the existing driveway accesses is not required to be removed or replaced.

3 Clearing Of Works Area

Prior to any work on the toe drain excavation being carried out, clear the site of any fallen timber in the vicinity of the works especially vegetative material that may be over the toe drain. Clear any such material from the area to be occupied by the works and if required for an additional width of 3 metres on either side of the existing toe drain.

Any vegetative material removed as part of clearing the site works area may remain on site, but shall only be placed in an area as agreed to and directed by the Principal's Authorised Person.

Do not clear areas beyond the area required for the work or cause any interference or damage to natural vegetation other than that specified.

4 Responsibilities for the Asbestos Removalist

4.1 General

All works associated section of the Works shall be undertaken in accordance with the Work Health and Safety Act 2011 and the associated legislative framework; and in accordance with *Workcover Code of Practice – How to Safely Remove Asbestos (Safe Work Australia - December 2011)*

4.2 Licence Requirements

All works within this contract associated with the removal and disposal of the existing toe drain as referred to in this section shall be carried out under the supervision of a licenced asbestos contractor with a minimum of a Class B licence for asbestos removal in accordance with the *Code of Practice – How to Safely Remove Asbestos (Safe Work Australia - December 2011)*.

4.3 Workcover Notification & Permits

The Contractor must notify Workcover at least 5 days before the licenced asbestos removal work associated with this contract starts in accordance with all Workcover requirements.

The contractor must provide the Principal's Authorised Person copies of notifications and correspondence to and from Workcover. No asbestos removal work is to be undertaken without proof that the Contractor has met all site specific pre-work permit requirements of Workcover for the asbestos removal works associated with this contract.

Before commencing any licensed asbestos removal work, a site specific Workcover permit approving the proposed work must be obtained and displayed at the place of the proposed work and for the duration of the work.

4.4 Asbestos Removalist Supervisor

When licenced asbestos removal work is being carried out an asbestos removal supervisor must oversee the work. The licenced asbestos supervisor must have a certification appropriate to the type of licenced asbestos removal work.

The Contractor and the asbestos removalist must ensure that the asbestos removal is adequately supervised and carried out in a safe manner. The asbestos removalist supervisor must be on site at all times when the licenced asbestos removal work is being carried out.

The asbestos removalist shall ensure that all supervisory personnel involved in this contract have a detailed knowledge of the precautions and procedures associated with the asbestos removal works to be undertaken in this contract.

The licenced asbestos removalist must notify Workcover should there be any changes to the nominated asbestos removal supervisor. The Contractor must also advise the Principal should there be any changes to the nominated asbestos removal supervisor.

4.5 Training of Workers

The Contractor must ensure that the licenced asbestos removalist must has provided appropriate training to all workers carrying out licenced asbestos removal work associated with this contract at the Bendeela Pondage site and to ensure that work is carried out in accordance with the asbestos removal control plan for this contract.

In accordance with *Workcover Code of Practice – How to Safely Remove Asbestos (Safe Work Australia - December 2011)*, this training should include, but not be limited to:

- the nature of the hazards and risks
- how asbestos can affect a person's health
- the risk from exposure to airborne asbestos
- the control measures in place and maintenance of the asbestos removal control plan for that job
- the methods and equipment that will be used to do the job properly
- choosing, using and caring for Personal Protective Equipment and Respiratory Protective Equipment
- decontamination procedures
- waste disposal procedures
- emergency procedures
- any other legal requirements (for example, contaminated sites).

A worker who is carrying out licensed asbestos removal work must receive training that is designed specifically for this contract.

This training shall be undertaken prior to the commencement asbestos removal works to be undertaken in this contract. The Contractor shall ensure that the asbestos removalist must keep a written record of all training provided to each of their asbestos removal works. These records must be made available to the Principal's Authorised Person on request.

4.6 Asbestos Removal Control Plan

Before commencing any licensed asbestos removal work on the site, the Contractor shall ensure that the licensed asbestos removalist has developed an asbestos removal control plan specifically for the site. The asbestos removal control plan shall be based on the scope of the works and the requirements of this specification.

In preparing the asbestos removal control plan the licenced asbestos removalist must make their own assessment of the presence and likelihood of all risks associated with the asbestos removal work, and identify specific control measures to ensure that workers and other persons are not at risk when asbestos removal work is being conducted. The asbestos removal control plan will provide sufficient detail to ensure that the asbestos removal is well planned and carried out in a safe manner.

The asbestos removal control plan must include details of how the asbestos removal will be carried out, including the method, tools, equipment and PPE to be used.

The asbestos removal control plan shall be prepared in accordance with the requirements of *Workcover Code of Practice – How to Safely Remove Asbestos (Safe Work Australia - December 2011)*.

Once the asbestos removal control plan has been prepared, a copy must be:

- provided to the Principal's Authorised Person for review and comment
- readily accessible on-site for the duration of the licensed asbestos removal work to:
 - the Contractor and other sub-contractors undertaking work associated with this contract, their workers and their health and safety representatives
 - any other persons that may be undertaking work at the Bendeela Pondage site

The asbestos removal control plan must also be made available for inspection under the WHS Act.

5 General Requirements for Asbestos Removal Work

5.1 Limiting Access, Displaying Signs and Barricades

Access to the asbestos removal work area shall be limited until the asbestos material has been removed.

The Contractor must ensure that the asbestos removalist uses signs and barricades to clearly indicate where the asbestos removal work is being carried out, and to limit unauthorised access to the asbestos removal work area. Responsibilities for the security and safety of the asbestos removal site and removal work area should be specified in the asbestos removal control plan (where required), including locations and details of the signage and barricades to be used.

Signs must be placed in positions so that people are aware of where the asbestos removal work area is and these sign and barricades should remain in place until removal is completed and clearance has been granted.

Warning Signs

Warning signs must be placed so they inform all people nearby that asbestos removal work is taking place in the area. Signs should be placed at all of the main entry points to the asbestos removal work area where asbestos is present.

These signs should be weatherproof, constructed of light-weight material and adequately secured so they remain in prominent locations. The signs should be in accordance with AS 1319-1994 *Safety signs for the occupational environment* for size, illumination, location and maintenance.

Barricades

Barricades should be used appropriately to assist in preventing access to the asbestos removal site and removal work area, and to delineate and isolate the asbestos removal area.

The asbestos removalist in the preparation of the asbestos removal control plan should access what type of barricading is appropriate and its location to reflect the level of risk. Tape may be appropriate for non-friable asbestos removal work of short duration.

5.2 Asbestos Removal Methods to Minimise Fibre Release at the Source

The asbestos removalist must use techniques to eliminate or minimise the generation of asbestos fibres so far as is reasonably practicable. They must choose the method of asbestos removal that is most effective at minimising fibre release at the source.

Wherever possible dry asbestos containing material shall not be worked on. The wet spray method is the preferred asbestos removal method and should be used. The wet spray method should use of a constant low-pressure water supply for wetting down asbestos and related items to suppress asbestos fibres.

The design of the spraying equipment will depend on the availability of a water supply and access to the area to be sprayed.

The wet spray method used shall apply a fine water spray to the asbestos in a manner that ensures the entire surface of the asbestos is saturated and the run-off is minimised. The asbestos should be maintained in a wet condition throughout the removal.

If possible the asbestos should be wetted through to its full depth and the water spray should be directed at the site of the cut. The wetted material should be removed as the cut is progressed.

Immediately after the asbestos is removed from its fixed or installed position, spray should be directed on sides previously not exposed.

Airborne asbestos fibres are significantly suppressed when the wet spray method is used; however, they may not be entirely eliminated so effective PPE including RPE is also essential. Refer to Clause 5.4 of this Section.

Any potentially polluted or contaminated water runoff resulting from the wetting and removal of the asbestos material must be contained on the site of the works.

5.3 Tools and Equipment

The asbestos removalist must select appropriate tools and equipment for asbestos removal work, in that the tools and equipment used shall prevent or minimise the generation and release of asbestos and dust.

Tools and equipment that generate dust must not be used on asbestos containing material. These include:

- high-speed abrasive power and pneumatic tools, for example angle grinders, sanders, saws and high-speed drills
- brooms and brushes (unless brushes are used for sealing)
- high-pressure water spray, jets, power or similar tools and instruments on asbestos in the workplace
- compressed air.

After the asbestos removal work is completed, tools must be decontaminated.

All equipment used for the removal of asbestos should be inspected before the commencement of the asbestos removal work, after any repairs and at least once every seven days when it is continually being used. A register with the details of these inspections, the state of the equipment and any repair details should be maintained.

5.4 Personal Protective Equipment (PPE)

The asbestos removalist must provide all workers with PPE that is suitable for asbestos removal work. PPE must be worn at all times during the work in the asbestos removal area. PPE includes clothing, for example coveralls, gloves and safety footwear, as well as RPE. The appropriate PPE must be determined by conducting a risk assessment and detailed in the asbestos removal control plan.

Personal protective clothing should be made from materials that provide protection against fibre penetration and not from wool or other materials that attract fibrous dusts.

All equipment used for the removal of asbestos should be inspected before the commencement of the asbestos removal work, after any repairs and at least once every seven days when it is continually being used. A register with the details of these inspections, the state of the equipment and any repair details should be maintained.

At the end of the asbestos removal work and upon leaving the asbestos removal work area, all PPE must be disposed of as asbestos waste or decontaminated and stored in sealed double bags before being removed from the asbestos removal site to be laundered by a laundry with facilities for laundering asbestos-contaminated materials. PPE should be thoroughly wet before being placed in bags.

Coveralls

Disposable coveralls should be provided wherever reasonably practicable and should be disposed of as asbestos waste after a single use

The coveralls must be sealed in a decontaminated container before they are removed from the asbestos removal work area.

Gloves

If significant quantities of asbestos fibres may be present, single-use disposable gloves should be worn.

Gloves used for asbestos removal work should be disposed of as asbestos waste and the workers should clean their hands and fingernails thoroughly whenever leaving the asbestos removal work area.

Footwear

Safety footwear (for example, steel-capped boots) must be provided for all workers removing asbestos. Footwear should be laceless, as laces and eyelets can be contaminated and are difficult to clean. It should remain inside the barricaded area or dirty decontamination area for the duration of the asbestos removal work.

When safety footwear is not in use, it should be stored upside down to minimise asbestos contamination inside the footwear. Storage facilities should be provided to allow for storage of the shoes.

At the end of the removal work and each time the worker leaves the asbestos removal work area, safety footwear must be:

- decontaminated
- sealed in double bags for use on the next asbestos removal site (but not for any other type of work)
- disposed as asbestos waste.

Respiratory Protective Equipment (PRE)

All workers engaged in asbestos removal work must wear RPE conforming to the requirements of AS/NZS 1716:2009 *Selection, Use and Maintenance of Respiratory Protective Devices*.

The level of respiratory protection and supplied air respirators should be determined by a competent person. The selection of suitable RPE depends on the nature of the asbestos removal work, the probable maximum concentrations of asbestos fibres expected and any personal characteristics of the wearer that may affect the facial fit of the respirator (for example, facial hair and glasses). RPE shall be issued to individuals for their exclusive use.

Disposable RPE is not preferred, however if selected, it should be stored in a suitable and clean location before use and disposed of after a single use.

All workers shall be reinstructed in the necessity to wear RPE correctly to guard against complacency.

A fit test should be performed to ensure the RPE fits the individual and provides a good face seal between the worker's skin and the face piece. Fit tests should be repeated when changing from different models of RPE or a different sized face piece.

RPE must be worn at all times in the asbestos removal area and until the appropriate stage of personal decontamination.

Asbestos removalists or asbestos removal supervisors must ensure all workers undertaking any asbestos removal work receive instruction and training in be:

- fit testing/checking
- the importance of a correct facial fit
- the correct method of using their respirators
- the procedures for regular cleaning, inspection and maintenance of respirators before use
- when to stop asbestos removal work and leave the area if they think their RPE is not working properly.

The respirator must be worn in accordance with the manufacturer's instructions and the coverall hood must go over the respirator straps. It should be examined in accordance with the manufacturer's instructions before use to ensure that it is not damaged and is in good working order. Respirator defects should be reported immediately to the asbestos removal supervisor. The pre-use examination should include an inspection of:

- the condition of the straps and face piece, including the seal and the nose piece
- the condition of the exhalation valve
- a fit check.

Non-disposable respirators should be cleaned, disinfected and stored in a safe place away from the asbestos-contaminated removal area.

The length of time a particulate filter can be used for the asbestos removal work depends on the resistance to breathing and damage to the filter. The filter should be replaced if damaged or when resistance increases. A damaged filter must be replaced before resistance begins to increase. The replacement should be according to the manufacturer's instructions.

All parts, including filters, valves and seals, should be inspected before and after each use. Respirator defects should be reported immediately to the supervisor for repair or replacement.

A system of regular cleaning, inspection and maintenance of non-disposable respirators should be in place to ensure they are clean and in a safe working condition.

Records of all respirator issues, uses and maintenance should be kept up-to-date.

At the end of a shift or at a break, as part of the decontamination process, ensure the respirator is taken off last.

All filters used while working with asbestos shall be disposed of as asbestos waste

5.5 Decontamination

Decontamination associated with this contract must include the work area, workers, PPE and tools used in asbestos removal work. The appropriate decontamination procedure must be assessed and included in the asbestos removal control plan.

The asbestos removal control plan shall clearly indicate procedures for persons entering and leaving the asbestos work area. Persons must not eat, drink or smoke in the asbestos work area.

Contaminated items, tools, equipment and clothing must not be removed from the removal work area unless they have been decontaminated or contained.

If an item is not able to be decontaminated, or is not suitable for decontamination, it should be placed in a sealed container and disposed of in accordance with the WHS Regulations. The sealed container must be decontaminated before it is removed from the asbestos removal work area.

Decontamination of Tools

All tools used during asbestos removal work should be fully dismantled (where appropriate), cleaned under controlled conditions and decontaminated before they are removed from the removal work area.

If tools cannot be decontaminated in the asbestos removal work area, or are to be reused at another asbestos removal work area, they shall be:

- tagged to indicate asbestos contamination
- double bagged in asbestos labelled bags before removing from the asbestos removal work area.

The bags containing the tools must remain sealed until decontamination or the commencement of the next asbestos maintenance or service task where the equipment can be taken into the removal work area and reused under full control conditions.

PPE should be worn when opening the bag to clean or reuse the equipment or tools, and decontamination should only be performed in a controlled environment.

Personal Decontamination

Personal decontamination, involving the removal of all visible asbestos dust/residue from PPE and RPE shall be undertaken each time a worker leaves the asbestos removal work area and at the completion of the asbestos maintenance or service work. Personal decontamination should be done within the asbestos removal work area to avoid recontamination. Personal decontamination may be carried out where a decontamination unit as determined in the risk assessment carried out as part of the asbestos removal control plan.

Asbestos-contaminated PPE must not be transported outside the asbestos removal work area except for disposal purposes. Before work clothes and footwear worn during asbestos removal work are removed from the asbestos removal work area for any reason, they should be thoroughly vacuumed with an asbestos vacuum cleaner to remove any asbestos fibres and the footwear should also be wet wiped.

RPE should be used until all contaminated disposable coveralls and clothing has been vacuum cleaned and/or removed and bagged for disposal and personal washing has been completed. Any PPE used while carrying out asbestos removal work must not be taken home by a worker.

Personal hygiene and careful washing are essential. Particular attention should be paid to the hands, fingernails, face and head.

5.6 Waste Containment and Disposal

A waste disposal program must be developed taking into account the following:

- the containment of waste so as to eliminate the release of airborne asbestos fibres
- details of any asbestos or Asbestos Containing Material to be left in-situ
- the location and security of waste storage on site
- the transport of waste within the site and off site
- the location of the waste disposal site
- approvals needed from the relevant local disposal authority
- any local disposal authority requirements that may apply to the amount and dimensions of asbestos waste.

The waste disposal program and methods used to transport waste through the site must be developed following discussions with the person with management or control at the workplace.

The waste disposal program should be included in the asbestos removal control plan and specify the method of transport and routes to be used for removing waste from the asbestos removal area before the commencement of each removal.

Loose asbestos waste must not accumulate within the asbestos removal work area by containing the waste in labelled asbestos waste bags or wrapped in plastic. Once the asbestos waste has been removed from the asbestos removal area, it should either be placed in a solid waste drum, bin or skip for secure storage and eventual disposal, or removed immediately from the site.

The asbestos waste must be disposed of at a licensed asbestos waste disposal site. The disposal process must be in a manner that eliminates the release of airborne asbestos fibres by ensuring:

- bagged asbestos waste is securely packaged in labelled containers
- waste containers are secure during transport
- the method of unloading the waste is according to waste disposal procedures so that tearing of the plastic lining at the landfill site is prevented.

The asbestos waste must be disposed of from the site as soon as reasonably practicable.

Asbestos Waste Bags

All asbestos waste, friable asbestos and small pieces of non-friable asbestos must be contained to prevent exposure to airborne asbestos fibres. Containment is to be in new heavy-duty 200 µm (minimum thickness) polythene bags that are no more than 1200 mm long and 900mm wide to prevent manual task injuries.

To minimise the risk of a bag tearing or splitting and to assist in manual handling, asbestos waste bags should not be filled more than half full (depending on the weight of the items) and excess air should be gently evacuated from the waste bag in a way that does not cause the release of dust.

The bags should be labelled with appropriate signage stating that they contain asbestos and that dust creation and inhalation should be avoided.

The external surface of each bag should be cleaned to remove any adhering dust before the bag is removed from the asbestos removal work area and double bagged outside the asbestos removal areas immediately following the decontamination process.

Polythene Sheeting for Containing Asbestos Waste

The asbestos containing toe drain (half round pipe) removed as part of this contract must be contained in heavy-duty 200 µm (minimum thickness) polythene sheeting.

Polythene sheeting should be new (not recycled) as recycled sheeting can have flaws in it. Once wrapped in plastic, the bundles need to be labelled to indicate they contain asbestos so they can be treated appropriately.

This asbestos containing material must be double wrapped in the polythene sheeting and adhesive tape applied to the entire length of every overlap to secure the bundles to minimise the risk of the polythene sheeting tearing or splitting.

Labels for Waste Containers and Drums

All containers containing a hazardous chemical such as asbestos must comply with to the labelling elements of the *Globally Harmonised System for Classification and Labelling of Chemicals*. The waste drums or bins should be lined with plastic (minimum 200 µm thickness), and labels warning of the asbestos waste should be placed on the top and side of each drum or bin with the words, 'Danger: Asbestos Do not break seal' or a similar warning.

Asbestos Waste Skips, Vehicle Trays and Similar Containers

If the volume or size of the asbestos waste cannot be contained in asbestos waste bags, drums or bins, a waste skip, vehicle tray or similar container in good condition should be used.

The asbestos should be sealed in double-lined, heavy-duty plastic sheeting or double bagged before it is placed in the skip. However, non-friable asbestos waste may be placed directly into a skip or vehicle tray that has been double-lined with heavy-duty plastic sheeting (200 µm minimum thickness) provided it is kept damp to minimise the generation of airborne asbestos.

Once the skip is full, its contents should be completely sealed with the plastic sheeting. If the skip is emptied at a waste disposal site, procedures for containment of the plastic lining to prevent tearing should be developed.

If asbestos waste cannot be disposed of immediately, the skip may be used for storing the asbestos waste on site over a period of time provided that the contents are secured (for example, using a lockable lid or locating the skip in a secure area) to prevent unauthorised access.

Transport and Disposal of Asbestos Waste

The transport of the asbestos waste must be undertaken in accordance with EPA legislation.

The asbestos waste must be disposed of as soon as is practicable at a licensed asbestos disposal site.

The Contractor must provide the Principal with all receipts from the licensed asbestos disposal site to demonstrate that the lawful disposal of all asbestos waste associated with this Contract.

5.7 Removal and Disposal Sediment and Soil

The sludge and sediment from within the existing (half round asbestos cement pipe) toe drain and pits; the (nominal) 50 mm of soil under the existing toe drain; and any concrete edging that may have adhered to the existing toe drain is to be handled and disposed of the same as asbestos waste.

5.8 Air Monitoring

The asbestos removal control plan shall assess the risks of the proposed work method and determine whether air monitoring is required. This is to be done with reference to the *Workcover Code of Practice – How to Safely Remove Asbestos (Safe Work Australia - December 2011)*

The Principal does not consider the area of the propose work to be a Public Location.

5.9 Clearance Inspection

Once the licensed asbestos removal work has been completed, a clearance inspection is carried out and a clearance certificate is issued before the workplace can be re-occupied.

The clearance inspection must be undertaken by an independent competent person as described in *Workcover Code of Practice – How to Safely Remove Asbestos (Safe Work Australia - December 2011)*.

To be independent, competent person must not be involved in the removal of asbestos for that specific job and is not involved in a business or undertaking involved in the removal of the asbestos for that specific job.

Details of the person (or company) which is proposed to undertake the clearance inspection and issue the clearance certificate shall be nominated by the Contractor in the tender submission. The Principal reserves the right whether to accept the services of the proposed assessor, and retains the right to instruct the Contractor to use an assessor nominated by the Principal.

The Contractor is responsible for engaging and paying the assessor for all their services required for the completion of this contract.

The independent competent person must not issue a clearance certificate unless they are satisfied that the asbestos removal area and the area immediately surrounding it are free from visible asbestos contamination.

If a clearance certificate has not been obtained, the asbestos removal area must not be re-occupied for normal use or other work activities. A clearance certificate must be issued before the area can be re-occupied for any other work including the construction of the new toe drain.

Unauthorised persons cannot enter the asbestos removal work area prior to a clearance certificate being issued and any protective barricades should remain in place until the completion of all licensed asbestos removal work and the final clearance certificate is issued.

END OF SECTION

5 Toe Drain Replacement and Associated Civil Works

Table of Contents

1	Scope	2
2	Existing Services Interfering With The Works	2
3	Spoon Drain Installation.....	2
	3.1 Materials	2
	3.2 Installation	2
	3.3 Construction Tolerances	3
	3.4 Trench Stops	3
	3.5 Backfilling and Compaction	3
	3.6 Disposal	4
	3.7 Restoration.....	4
4	Connection to Existing Pits and Associated Works	4
	4.1 General.....	4
	4.2 Rip Rap Protection at Pits and at the Ends of the New Spoon Drain	5
5	Restoration of Filter Drain Outlets	5
	5.1 General.....	5

5 Toe Drain Replacement and Associated Civil Works

1 Scope

This section of the works comprises the provision of all plant, equipment, labour and materials as required for the installation of the new 600mm concrete spoon drain which replaces the existing half round asbestos cement pipe toe drain.

Details of the location and length of drains to be installed are provided on Sydney Catchment Authority's Drawings - Bendeela Pondage Toe Drain - Plan N° Ben-DS-14 - Sheets 1 to 3 – April 2014. Drains 1 to 4 are to be replaced.

The Contractor's work is to include design as necessary to ensure that the installed spoon drain is fit for purpose. The installation of the new spoon drain by the Contractor includes setting out, clearing, excavation, supply, bedding, laying, jointing, backfilling, compacting, testing and restoration. The Contractor's work also includes the required connection to a number of existing concrete pits and some rip-rap protection to be provided at those pits and at the ends of the drains.

Note that pipework under the existing driveway accesses is not required to be replaced.

This section also specifies works associated with the restoration of filter drain outlets in the embankment above the toe drain. These works will only be required when instructed by the Principal's Authorised Person

2 Existing Services Interfering With The Works

Minimum clearance to existing services or Sydney Catchment Authority infrastructure shall be 300mm unless otherwise approved by the Principal's Authorised Person.

Advise prior to commencement of excavation of the nature and extent of the existing services and the measures to be taken to ensure their continued use.

3 Spoon Drain Installation

3.1 Materials

The concrete spoon drain to replace the existing toe drain is to be a 600 mm James Hardie Spoon Drain™ Open Channel Drainage (Product Code 402400) or equivalent.

(Refer to Section 2 Preliminaries Clause 7.5 regarding proprietary items. Identification by the Principal of a proprietary item does not necessarily imply exclusive preference for that item, but indicates the required properties of that item).

3.2 Installation

The new spoon drain shall be installed in the same position as the half round asbestos cement pipe once the existing toe drain and the 50mm of soil surrounding that half pipe has been removed and an asbestos clearance certificate has been obtained and the Principal's Authorised Person notified.

The existing half round pipe has been in service for approximately 40 years without any noticeable soil movement or consolidation. The Principal will accept the new spoon drain to be

installed with the same methodology as the existing toe drain as indicated in 'Section DD' on the original design drawing - Metropolitan Water Sewerage & Drainage Board Plan N° T75-7-3000-D (Jan 1971).

Following the removal of the existing half round asbestos cement pipe and prior to the placement of the new spoon drain, if the foundation is disturbed then the foundation layer is to be prepared to ensure that the spoon drain is installed on a flat level surface.

The spoon drain is to be placed on a levelled base of impervious material and then carefully and evenly backfilled with the same impervious material which is to then be carefully but firmly compacted against the spoon drain.

Joint sealant between spoon drain lengths must be either;

- be a flexible mastic applied after installation; or
- a cementitious mortar or grout used as the spoon drain sections are placed into position.

The spoon drain sections are to be installed in accordance with the manufacturer's requirements. If necessary the Contractor is to seek advice from the manufacturer to ensure that the constructed works are fit for purpose.

No concrete edging or the like is required along the edge of the new spoon drain.

3.3 Construction Tolerances

The new spoon drain is to be constructed to the same levels as the existing toe drain. It is to drain to the existing pits and serve the same function as the existing toe drain. The new spoon drain installation and associated earthworks must be finished to make a smooth junction and allow any surface flows/leakages from the Bendeela Pondage to be captured by the spoon drain.

To minimise the amount of imported material required, the Principal may accept the new spoon drain to be slightly lower than the existing toe drain. Should the Contractor intend to construct the new spoon drain lower than the existing toe drain, the Contractor must demonstrate to the Principal's Authorised Person that such an adjustment will not impact on the intent, performance or function of the drain.

Construction tolerances of only up to 50mm will be permitted, unless approved by the Principal's Authorised Person. No works exceeding this allowed tolerance are to be undertaken without the written agreement of the Principal's Authorised Person.

3.4 Trench Stops

Trench stops shall be provided on all drainage lines with grades greater than 5% irrespective of application and material type. Trench stops shall be installed in accordance with Section TR 14 of WS SPEC.

3.5 Backfilling and Compaction

Backfilling around the spoon drain is to be with impervious material. The Contractor should be aware that the purpose of the spoon drain is to capture any leakage from the Bendeela Pondage and transfer those flows to the pits with the v-notches so that that these flows can be measured and monitored. As such it is necessary that the backfilled surface adjacent to the spoon drain is impervious and directs all surface flows in to the drain (i.e. prevents infiltration).

Material for backfilling shall be selected material free from rocks, trash, roots, lumber and other debris. Filling shall be placed in near horizontal layers not exceeding 200mm in loose thickness.

Compaction moisture content shall generally be 1% dry to 2% wet of the optimum.

Compact selected material in layers to a dry density ratio of 95% of the maximum dry density. The dry density ratio shall be determined using the standard compaction method in AS 1289. Use light weight equipment and number of passes as necessary to achieve the specified compaction.

Where extra excavation is required below the design depth in order to obtain a firm foundation, the portion so excavated shall be refilled in layers up to the design depth specified with selected material to a dry density ratio of 95% of the maximum dry density. Adopt a method of compacting backfill around structures which ensures the spoon drain does not suffer any damage whatsoever from the compaction and the compaction equipment which shall include vibrating plates or similar lightweight equipment.

Should the Principal's Authorised Person not be satisfied with the standard of compaction carried out by the Contractor, the Principal reserves the right to instruct the Contractor to obtain services of a qualified geotechnical engineer to check and certify that the specified compaction requirements have been achieved.

Should the Principal's Authorised Person direct the Contractor to arrange to have penetration resistance test(s) carried out, they are to be at locations determined by the Principal's Authorised Person and to be undertaken by a NATA registered Independent Testing Authority in accordance with AS1289.

The Contractor shall provide the Principal's Authorised Person any such certification confirming that the compaction meets the specification requirements. The Contractor is responsible for engaging and paying for all costs associated engaging the geotechnical engineer and associated costs required to verify that compaction meets the specification requirements

3.6 Disposal

The Contractor shall dispose all unsuitable material and excess material off site.

3.7 Restoration

Restore the surfaces of all excavations and all other surfaces disturbed during the course of the work to at least the same condition as existed before the work commenced.

Complete backfilling within 24 hours of installation of the spoon drain sections and remove surplus materials. Make good all surfaces, and make flush with the surrounding surfaces.

Restore any subsequent settlement, and dispose of surplus material off the site in an approved manner.

4 Connection to Existing Pits and Associated Works ---

4.1 General

The existing toe drains (half round asbestos cement pipes) connect to a number of concrete pits.

The new spoon drain is to be constructed to the same levels as the existing toe drain and serve the same function as the existing half pipe and fully drain to the existing pits. The new spoon drain is to make a smooth connection to the existing pits.

During the works the existing pits and v-notch weirs are to be protected and not disturbed. The Contractor is to take care when working in the vicinity of the existing pits to ensure no damage is caused to the pits as a result of undertakings works under this Contract. Should any damage

be made to the existing pits, then to Contractor must repair the pits to the exact dimensions and to the same condition as existed before the work commenced. Should the Principal's Authorised Person consider the damage to the pits irreparable or any repair works of an unacceptable standard, the Principal's Authorised Person may instruct the Contractor to construct a new pit to the same dimensions of the existing. The Contractor shall be responsible for all costs associated with the repair or replacement of the existing pits due to damage caused by the Contractor.

Note that pipework under the existing driveway accesses is not required to be replaced. The Contractor is to make a smooth connection between the new spoon drain and the existing pipes under the existing access driveways.

4.2 Rip Rap Protection at Pits and at the Ends of the New Spoon Drain

The Principal requires protective stone pitching to be provided around the outlets of all of the existing pits and at the ends of the new spoon drain. Rip rap is to be provided at the following locations:

- At the existing pits the Contractor shall allow for rip rap to extend between the existing pit and the downstream discharge pipe.
- At the ends of the new spoon drain, the Contractor shall be of a length of not less than 2 metres long and 1 metre width.

Rip rap is to be placed in a 200 mm thick layer. Lay a geotextile prior to placing the rip rap. Use fresh to slightly weathered, hard, durable igneous rock fragments resistant to further weathering and obtained from an approved source.

The riprap shall consist of material 100 percent retained on 75mm Australian Standard sieve and not more than 30 percent passing a 150mm square sieve.

Rip-Rap is to be placed in a manner that avoids segregation of sizes and such that on completion the zone is stable with no tendency to slide. There shall be no voids through which bedding material is visible. Riprap need not be hand placed but must be placed and spread in a manner which produces a uniform, stable layer of rocks of the required size. Fill visible interstices in the riprap face with smaller rock.

5 Restoration of Filter Drain Outlets

5.1 General

As indicated on the original design drawing - Metropolitan Water Sewerage & Drainage Board Plan N° T75-7-3000-D (Jan 1971) - filter drains approximately '5 foot' wide at '50 foot' centres direct any leakage to the toe drain. Some subsidence has occurred at a number of locations on outside face of the storage embankment adjacent to the toe drain.

The Principal's Authorised Person may instruct the Contractor to restore the outside face of the storage embankment where subsidence has occurred at locations where the filter drain exits the embankment.

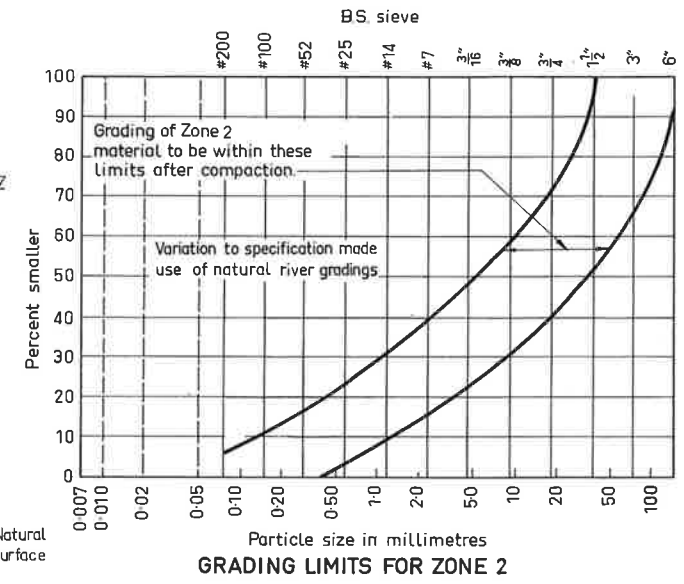
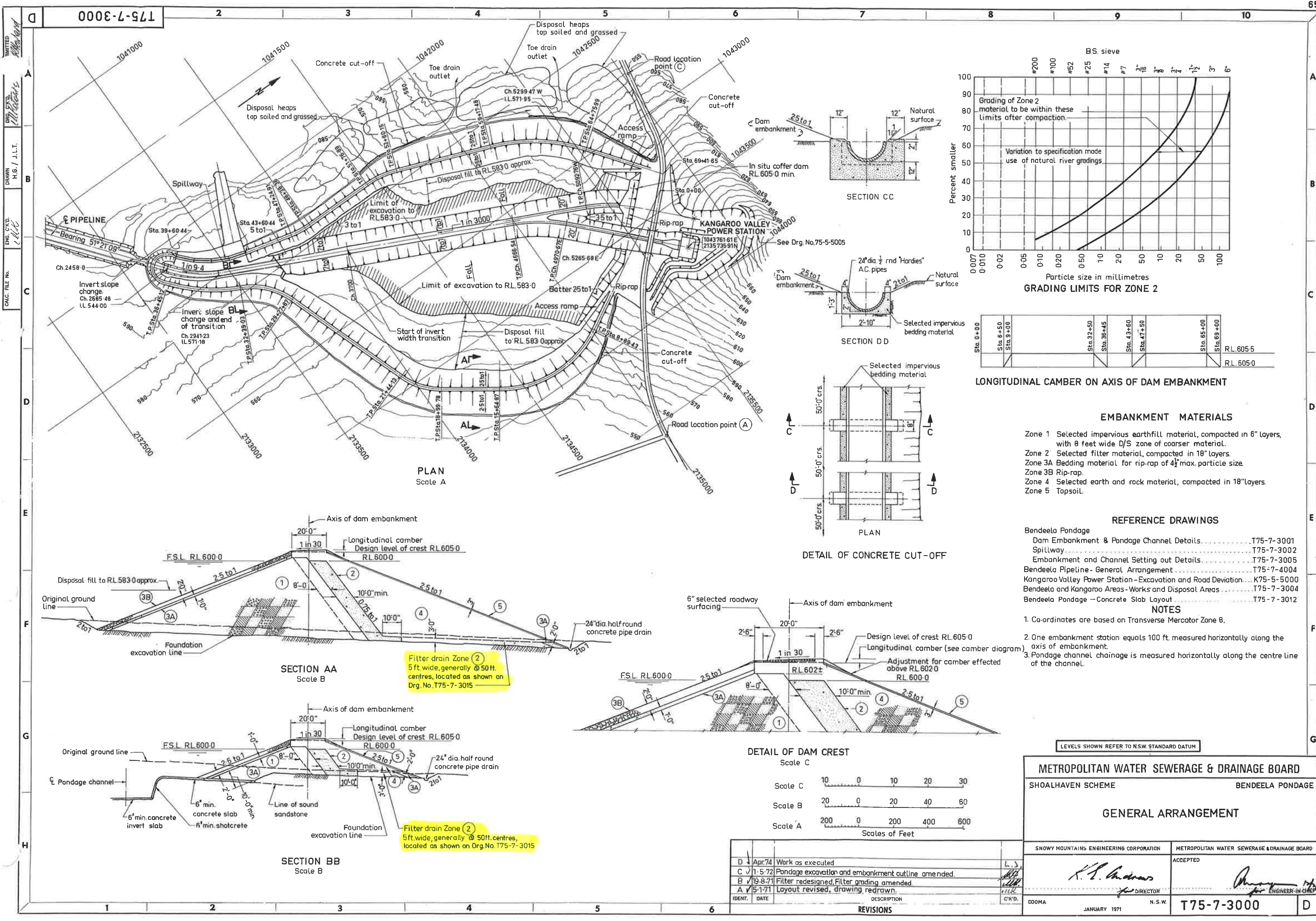
When instructed by the Principal's Authorised Person the Contractor shall:

- Remove 200 mm of the existing embankment material for an area as determined by the Principal's Authorised Person. This material is to be disposed of in an appropriate manner at a location as instructed by the Principal's Authorised Person or in consultation and with the approval of the Principal's Authorised Person.
- Replace this removed area with a 200 mm thick layer of 20mm blue metal aggregate or filter media gravel equivalent.

The Contractor shall provide the Principal's Authorised Person a sample of the 20mm blue metal aggregate or filter media gravel equivalent prior to installation of this material.

The Contractor shall ensure that the extent of works on the embankment is undertaken in such a way to minimise disturbance to the embankment. Only lightweight equipment is permitted to be used on the embankment and no larger mobile equipment (such as backhoes, excavators or the like) will be allowed on the embankment.

END OF SECTION



Station	Longitudinal camber (ft)
Sta 0+00	0.00
Sta 6+50	0.00
Sta 9+00	0.00
Sta 32+50	0.00
Sta 36+45	0.00
Sta 43+60	0.00
Sta 47+50	0.00
Sta 65+00	0.00
Sta 69+00	0.00
RL 605.5	
RL 605.0	

- EMBANKMENT MATERIALS**
- Zone 1 Selected impervious earthfill material, compacted in 6" layers, with 8 feet wide D/S zone of coarser material.
 - Zone 2 Selected filter material, compacted in 18" layers.
 - Zone 3A Bedding material for rip-rap of 4 1/2" max. particle size.
 - Zone 3B Rip-rap.
 - Zone 4 Selected earth and rock material, compacted in 18" layers.
 - Zone 5 Topsoil.

- REFERENCE DRAWINGS**
- Bendeela Pondage Dam Embankment & Pondage Channel Details T75-7-3001
 - Spillway Embankment and Channel Setting out Details T75-7-3002
 - Bendeela Pipeline - General Arrangement T75-7-4004
 - Kangaroo Valley Power Station - Excavation and Road Deviation K75-5-5000
 - Bendeela and Kangaroo Areas - Works and Disposal Areas T75-7-3004
 - Bendeela Pondage - Concrete Slab Layout T75-7-3012

- NOTES**
- Co-ordinates are based on Transverse Mercator Zone 8.
 - One embankment station equals 100 ft. measured horizontally along the axis of embankment.
 - Pondage channel chainage is measured horizontally along the centre line of the channel.

LEVELS SHOWN REFER TO N.S.W. STANDARD DATUM

METROPOLITAN WATER SEWERAGE & DRAINAGE BOARD

SHOALHAVEN SCHEME

BENDEELA PONDAGE

GENERAL ARRANGEMENT

Snowy Mountains Engineering Corporation

Metropolitan Water Sewerage & Drainage Board

ACCEPTED

COOMA

JANUARY 1971

N.S.W.

T75-7-3000

IDENT.	DATE	DESCRIPTION	CHK'D.
D	Apr 74	Work as executed	L.S.
C	11-5-72	Pondage excavation and embankment outline amended	W.B.
B	19-8-71	Filter redesigned, Filter grading amended	W.B.
A	5-1-71	Layout revised, drawing redrawn	W.B.

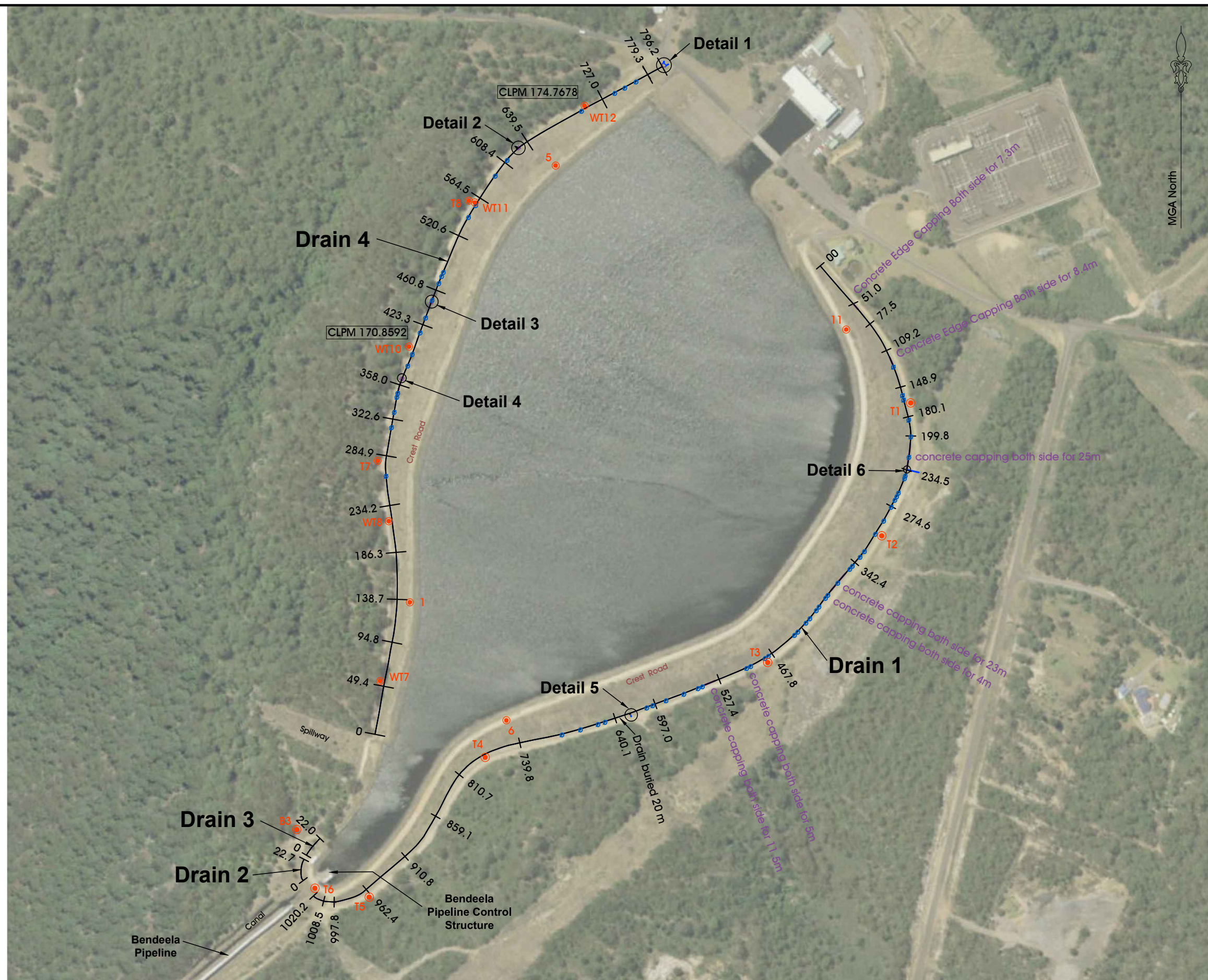
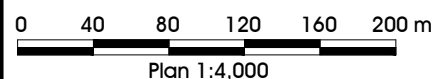
SURVEY CONTROL FOR CONSTRUCTION SETOUT						
DRAIN 1						
Pt No	Chainage (m)	Offset (m)	Height AHD (m)	MGA56 (m)		Description
				Easting	Northing	
T6	-----	-----	185.22	268712.330	6153962.390	Nail In Pit
I1	66.47	22.35	184.98	269250.748	6154528.347	Pin in Conc on Crest
T1	167.03	-6.05	168.70	269316.180	6154454.040	Wood Peg
T2	305.09	-6.76	166.32	269286.785	6154319.405	Wood Peg
T3	476.19	-5.59	170.05	269171.154	6154191.103	Wood Peg
6	748.31	25.00	184.89	268906.315	6154132.294	Pin in Conc on Crest
T4	778.41	-2.96	176.39	268884.863	6154094.971	Wood Peg
T5	965.25	-7.85	181.28	268767.285	6153953.356	Wood Peg
DRAIN 3						
Pt No	Chainage (m)	Offset (m)	Height AHD (m)	MGA56 (m)		Description
				Easting	Northing	
B3	12.714	-23.395	185.60	268693.671	6154021.599	Survey Pillar
DRAIN 4						
Pt No	Chainage (m)	Offset (m)	Height AHD (m)	MGA56 (m)		Description
				Easting	Northing	
WT7	53.92	-4.55	181.77	268778.459	6154172.275	Cap of Piezometer
1	136.16	12.87	184.90	268808.401	6154251.928	Pin in Conc on Crest
T7	279.04	-8.31	175.45	268775.827	6154395.398	Wood Peg
WT8	218.46	-3.42	179.67	268787.236	6154334.136	Cap of Piezometer
WT10	397.61	-5.62	170.86	268807.710	6154511.119	Cap of Piezometer
T8	556.08	-8.23	170.81	268868.203	6154658.896	Wood Peg
WT11	557.75	-2.03	171.05	268874.380	6154657.053	Cap of Piezometer
5	651.45	35.76	184.90	268956.244	6154694.440	Pin in Conc on Crest
WT12	707.84	-2.63	174.77	268985.452	6154755.071	Cap of Piezometer


Note:

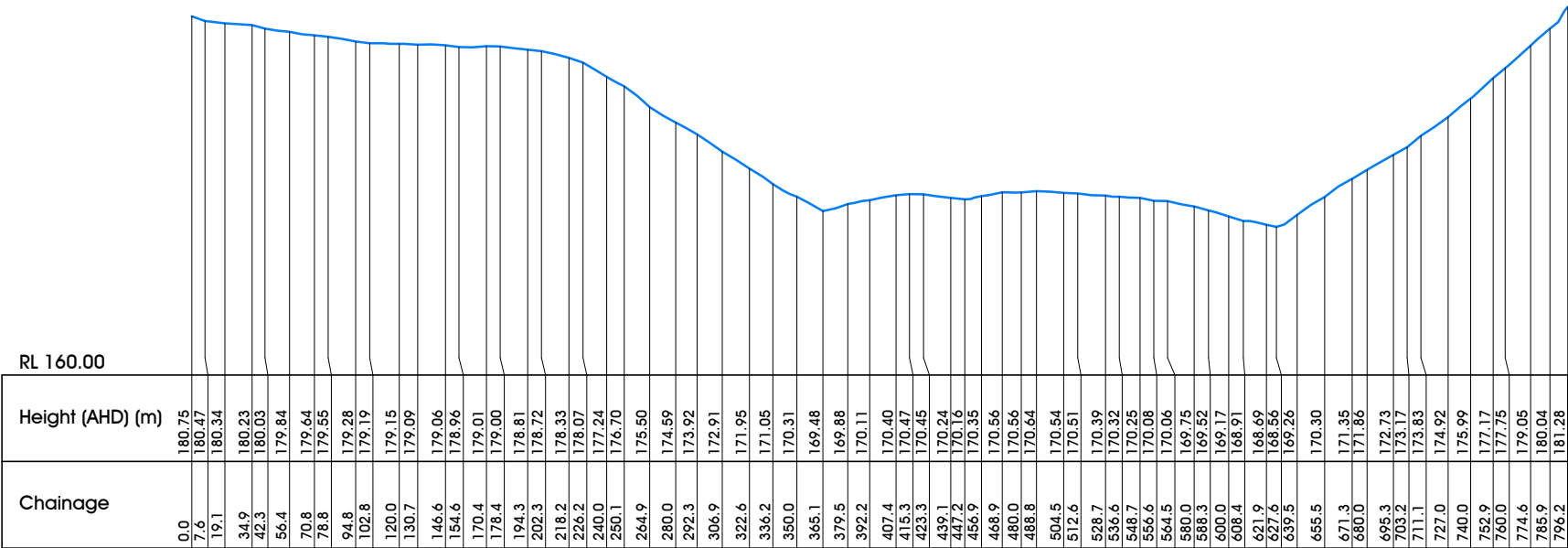
For details and cross sections See Sheet 3.

Legend:

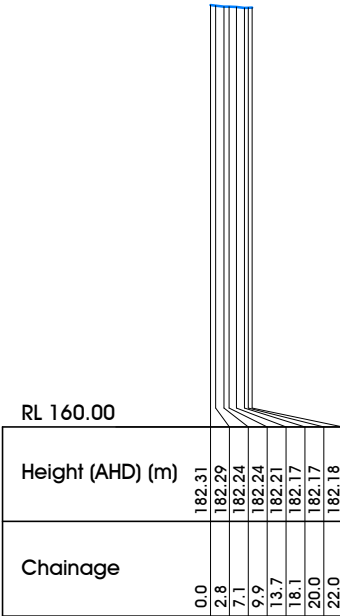
Rubble Drain Ø



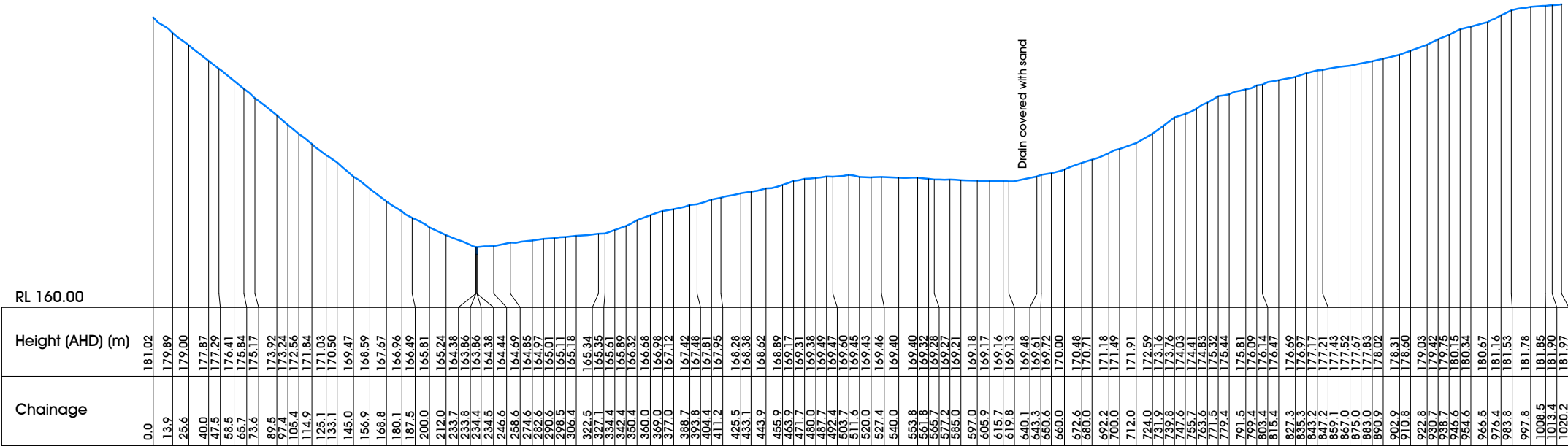
OPERATIONS SYSTEM:	Shoalhaven Supply				NOTE:	SYDNEY CATCHMENT AUTHORITY			 ABN 36 682 945 185 COPYRIGHT RESERVED This drawing is the property of Sydney Catchment Authority. It must not be copied without prior written consent and must be returned on request. The information shown on it is to be regarded as confidential and must not be disclosed to any third party.	BENDEELA PONDAGE TOE DRAIN Detail Survey Existing Conditions	Rev	PLAN No.
FACILITY NAME:	Bendeela Pondage				SURVEY NO:						SCALE	FILE	REPORT
LOCATION CODE:	WD0014				SURVEY DATE:	1:4,000						Ben-DS-14
DISCIPLINE:	Survey				AZIMUTH:							Sheet 1 of 3
DRAWING TYPE:	Detail				ORIGIN COORDS:							PL 2014/00037
DRAWING STATUS:	Final				PROJECTION:							
LAST AMENDED:	8 May 2014				ORIGIN OF HGTS:							
PLOT DATE:	12/05/2014 11:48:00 AM				DATUM OF HGTS:							
		REV	DETAILS OF AMENDMENT	APPD	DATE							
						S. Rawling Surveyor	T. Oxford Draftsperson	L. Chia Manager				



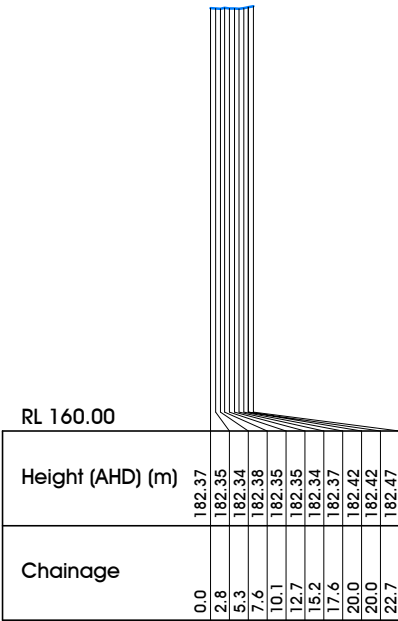
Longitudinal Section Drain 4



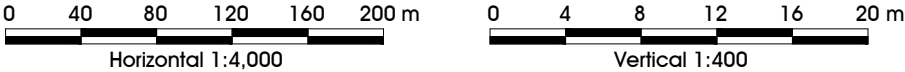
Longitudinal Section Drain 3

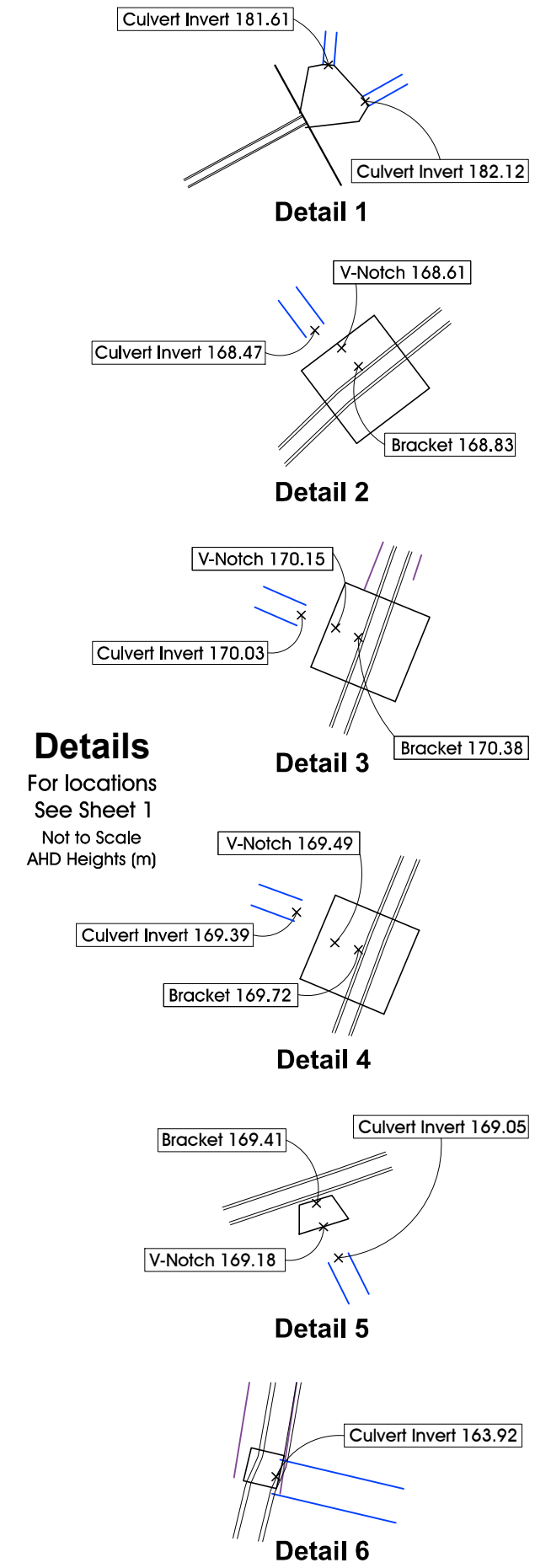


Longitudinal Section Drain 1

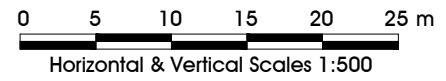



Longitudinal Section Drain 2





Details
For locations
See Sheet 1
Not to Scale
AHD Heights (m)



OPERATIONS SYSTEM: Shoalhaven Supply						NOTE:	SYDNEY CATCHMENT AUTHORITY			 ABN 36 682 945 185 COPYRIGHT RESERVED This drawing is the property of Sydney Catchment Authority. It must not be copied without prior written consent and must be returned on request. The information shown on it is to be regarded as confidential and must not be disclosed to any third party.	BENDEELA PONDAGE TOE DRAIN Detail Survey Existing Conditions			Rev	PLAN No. Ben-DS-14 Sheet 3 of 3 PL 2014/00037
FACILITY NAME:	Bendeela Pondage					SURVEY NO:									
LOCATION CODE:	WD0014					SURVEY DATE:	April 2014	SCALE	1:500	FILE		REPORT			
DISCIPLINE:	Survey					AZIMUTH:	11 - 6	SURVEYED	Apr. 14	DRAWN	Apr. 14	APPROVED	Apr. 14		
DRAWING TYPE:	Detail					ORIGIN COORDS:	SSM 41810 SCIMS 2007								
DRAWING STATUS:	Final					PROJECTION:	MGA 56								
LAST AMENDED:	8 May 2014					ORIGIN OF HGTS:	BM0 in Spillway								
PLOT DATE:	12/05/2014 11:48:08 AM					DATUM OF HGTS:	Aust Height Datum								
		REV	DETAILS OF AMENDMENT			APP'D	DATE	S. Rawling Surveyor			T. Oxford Draftsperson		L. Chia Manager		