



Request for Tenders For

June Shire Council

Design & Construction of an Executive Home

37 Hayes Crescent, June, NSW, 2663

Contract No: T24-01

Volume: 01/2024

June Shire Council

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Conditions of Tendering

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

The Conditions of Tendering include any notices to tenderers.

1 General

1.1 Requests for information and clarifications

All communications with the Principal and all requests for information or clarification with regard to this Request for Tenders (RFT) must be made through the Principal's online forum.

Requests for information or clarification will be directed to the nominated Contact Person. The Contact Person will respond in writing and may issue an addendum related to the enquiry and the response.

Tenderers should not approach the Contact Person directly unless requested to do so.

The Principal's online forum is: » VendorPanel

Access to the Principal's online forum is by web address: » www.vendorpanel.com.au

The Principal reserves the right not to respond to enquiries made within 5 Business Days prior to the close of tenders.

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 guidelines* (Construction Procurement) (Edition 4), available on the Buy.nsw website at:

<https://buy.nsw.gov.au/categories/construction>

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 work, health and safety (WHS) in accordance with the NSW Government *Work Health and Safety (WHS) management guidelines* (for Construction Procurement) (Edition 6). These *Guidelines* are available on the buy.nsw website at: <https://buy.nsw.gov.au/categories/construction>

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

Submit when requested, the completed Schedule and the information required by Tender Schedules - **Schedule of WHS Management Information – PART B.**

2.4 Environmental Management

Tenderers must demonstrate their capacity to manage environmental matters in accordance with the NSW Government *Environmental management (EM) guidelines* (Construction Procurement) (Edition 4) available on the buy.nsw website at:

<https://buy.nsw.gov.au/categories/construction>

Submit with the Tender Form the completed Schedule and the information required by Tender Schedules - **Schedule of Environmental Management Information – PART A.**

A tender will only be accepted from a Tenderer that has submitted a site-specific environmental management plan acceptable to the Principal in accordance with the *EM guidelines 4th Edition*.

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

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.

Information about the financial assessment services scheme SCM2491 is available on the buy.nsw website at:

<https://buy.nsw.gov.au/schemes/financial-assessment-services-scheme>

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 Insurance

Works and Public Liability Insurance

Works Insurance

The Principal will arrange insurance of the Works (and any temporary works) as required under General Conditions of Contract clause - **Insurance**. Tenderers are not required to allow in tenders for payment of premiums for this insurance.

The Principal will provide a copy of the insurance policy on request.

Public Liability Insurance

The Contractor must arrange insurance for public liability and pay all premiums in accordance with General Conditions of Contract clause - **Insurance**.

Other Insurance

Unless otherwise advised by the Principal, 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.

3.2 Design and Documentation Resources

Complete and submit with the Tender Form, Tender Schedules - **Schedule of Design and Documentation Resources** to demonstrate that the key design and documentation consultants/personnel have the qualifications, competencies and experience required to satisfactorily carry out the design specified in Contract Information - **Item 7**.

The Principal may elect to pass over any tender that does not identify design and documentation consultants/personnel with satisfactory qualifications, competencies and experience.

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 may be disclosed in accordance with the *Government Information (Public Access) Act 2009* (NSW) and Premier's Memorandum 2007-01.

4.2 Procurement Policy Framework, Supplier Code and Industrial Relations Guidelines

The Tenderer's attention is directed to the:

- NSW Government Procurement Policy Framework (Procurement Framework);
- NSW Government Supplier Code of Conduct (the 'Code'); and
- NSW Industrial Relations Guidelines: Building and Construction Procurement (NSW Guidelines).

The Procurement Framework, the Code and the NSW Guidelines apply to the Contract. Refer to Preliminaries clause 1.6 - **Procurement Policy Framework, Supplier Code and Industrial Relations Guidelines** for further information.

The NSW Government Procurement Policy Framework is available at:

<https://buy.nsw.gov.au/policy-library/policies/procurement-policy-framework>

The Supplier Code of Conduct is available at:

<https://buy.nsw.gov.au/policy-library/policies/supplier-code-of-conduct>

The NSW Industrial Relations Guidelines are available at:

<https://www.industrialrelations.nsw.gov.au/industries/key-industries-in-nsw/building-and-construction/>

Tenderers have obligations under the Procurement Framework. Tenderers must demonstrate that they understand and will comply with the Code and the NSW Guidelines.

Submit, with the Tender, the completed Tender Schedules - **Schedule of Compliance with NSW Supplier Code and Industrial Relations Guidelines: Building and Construction Procurement**.

A Tender will not be accepted from a Tenderer that does not provide the completed Schedule which comprises a declaration by the Tenderer.

4.3 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.

4.4 Dealing with Modern Slavery

The Contract requires the Contractor to take reasonable steps to ensure that Modern Slavery is not occurring in its operations and supply chains and to assist the Principal, in accordance with Preliminaries Clause – **Dealing with Modern Slavery**.

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 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.

Tenderers are requested to confirm, via email to the Principal's Contact Person, that they will attend the pre-tender meeting at least 3 Business Days prior to the nominated date.

6 Preparation of Tenders

6.1 Alternative Tenders

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

6.2 Weighted Non-Price Evaluation

Complete and submit Tender Schedules - **Schedule of Weighted Non-Price Criteria Information**.

7 Submission of Tenders

7.1 Documents to be submitted

Part A: Documents to be Lodged at close of Tenders

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

- **Schedule of Prices – Lump Sum**
- **Schedule of Rates**

- **Schedule of Design and Documentation Resources**
- **Schedule of Quality Management Information**
- **Schedule of Weighted Non-Price Criteria Information**
- **Schedule of WHS Management Information: Part A**
- **Schedule of Environmental Management Information: Part A**
- **Schedule of Compliance with NSW Supplier Code and Industrial Relations Guidelines: Building and Construction 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, by listing the Addendum numbers, that the tender allows for all Addenda issued.

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 WHS Management Information: Part B
- » Schedule of Environmental Management Information: Part B
- » 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

Tenders must be lodged through the VendorPanel online website at:

www.vendorpanel.com.au

Tenders submitted electronically must be in a file format that can be read, formatted, displayed and printed by Microsoft Word 2007, 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. Refer to the *Help* page at the NSW Government *eTendering* website for more information.

Lodgement of a tender electronically is evidence of a tenderer’s acceptance of any conditions shown on the VendorPanel 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.

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

7.3 Late Tenders

In accordance with the NSW Government *Supplier Code of Conduct*, late tenders will not be accepted, except where the integrity and competitiveness of the tendering process will not be compromised. The *Supplier Code of Conduct* is available on the buy.nsw website at <https://buy.nsw.gov.au/policy-library/policies/supplier-code-of-conduct>.

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: » Refer Tender Schedules - Section 3.

If, for any of these weighted non-price criteria, a tender is assessed as scoring less than a threshold score acceptable to the Principal, the Principal may elect to pass over that tender.

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;

CONDITIONS OF TENDERING

- 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

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1 Tender Form

Tender Closing Office

Name: » Junee Shire Council C/- VendorPanel
Address: » https://login.vendorpanel.com.au/

Tenderer's Details

Name:
(in block letters) ABN

Address:

Telephone
number:
e-mail address:

hereby tender(s) to perform the work for:

Tender Details

Contract Name:
Contract Number:

in accordance with the following documents:

- MW21 Conditions of Tendering**
- Tender Schedules**
- MW21 General Conditions of Contract**
- Preliminaries**

and Addenda Numbers: Addenda 1 & 2

Tenderer's Offer

for the Contract Price of:

.....
.....

(\$) including GST.

The Contract Price includes Provisional Sums (if any), Provisional Rate Amounts (if any) and the sum of the products of the quantity and the relevant rate for each Rate Item (if any) identified in the attached Schedule of Prices – Lump Sum.

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

2 Schedule of Prices - Lump Sum

(SUBMIT WITH TENDER FORM)

Break-up of Lump Sum

Insert the amount allowed for each of the following items. These amounts are for information only and do not form part of the Contract. Their purpose is to assist in valuing completed work, but the Principal is not bound to use them. The total should equal the lump sum

All amounts must include GST.

Stages	Percent	Amount
Deposit (Completion of Construction Certificate Design & Documentation)	5 %	\$.00
Slab Completion	10 %	\$.00
Framing Completion	15 %	\$.00
Residence Lock Up Completion	35 %	\$.00
Residence Fixing & Fit Off Completion.	25 %	\$.00
Full Scope Completion	10 %	\$.00
Total	100 %	\$.00

Total (Lump Sum tendered including GST) \$

The **Total (Lump Sum tendered including GST)** is to equal the Contract Price shown on the Tender Form. If there is any uncertainty in the tendered price due to a discrepancy, the Contract Price shown on the Tender Form will take precedence.

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

3 Schedule of Weighted Non-Price Criteria Information

EVALUATION CRITERIA	WEIGHTING (%)
Capability and Experience - The tenderers ability to fully meet the requirements of the project	25%
Items that may be considered in determining an offers score:	
Degree of compliance with the tender and draft contract.	
The practicality of the proposed project schedule and the timings therein.	
Demonstrated understanding of the project scope	
Demonstrated ability to deliver the Contract, including the financial viability of the tenderer and warranties and guarantees offered.	
Experience in providing similar contract/industry projects and evidence of such projects.	
Work Health and Safety, Environment, Community and Quality Assurance	20%
Items that may be considered in determining an offers score:	
WHS & Safety performance, processes and documentation provided by the tenderer	
Evidence of Quality Assurance processes and documentation provided by the tenderer.	
Evidence Environmental Protection processes and documentation provided by the tenderer.	
Local Content	10%
Tenderers proximity to the Junee Shire region, but also their commitment to use local suppliers, materials and resources.	
Risk – To the success of the project	10%
The perceived risk in tenderer's ability to deliver and manage the project financially, technically, managerially and physically.	
Price	35%
Based on Total Price. It is given a score relative to the lowest tender price and calculated inside the evaluation spreadsheet	
Total	100%

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

4 Schedule of Design and Documentation Resources

(SUBMIT WHEN REQUESTED)

Consultant Details

If the tenderer proposes to use consultants for its design development and documentation, insert the details listed below, to demonstrate that each consultant has the qualifications, competence and experience required to satisfactorily carry out the design required under the Contract. Refer to Contract Information - **Item 7**. Include a separate Schedule of Design and Documentation Resources for each consultant.

Name of consultant:

Telephone number:

Facsimile number:

email address:

Discipline(s):

.....

.....

Consultant's Key Personnel

Name	Discipline	Qualifications, Competence, Experience
.....
.....
.....
.....

Consultant's Relevant Current or Recently Completed Commissions

List the following details for each current or recently completed commission for similar work:

Commission Details

Project name:

Project value: \$

Client:

Client's contact person's name:

Telephone number:

Actual or anticipated completion date:

Value of work constructed as a result of the commission: \$

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

Name (in block letters): (Authorised Officer)

In the Office Bearer capacity of:

TENDER SCHEDULES

Internal Resources

If the tenderer proposes to use internal personnel for design development and documentation, insert the details listed below, for each of the key personnel, to demonstrate that they have the qualifications, competence and experience required to satisfactorily carry out the required design. Include a separate Schedule of Design and Documentation Resources for each of the personnel.

Key Internal Personnel

List the following details for key personnel:

- Name:
- Position:
- Discipline:
- Qualifications:
- Competence:
- Experience:
- Proposed function/ work:

Relevant Current/Recently Completed Commissions

Include the following details for each current or recently completed commission of similar nature and value:

- Project name:
- Project value:
- Client:
- Actual or Anticipated Completion date:
- Functions:

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

5 Schedule of Quality Management Information

(SUBMIT WHEN REQUESTED)

Submit when requested, 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 9001:2016 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 (QM) guidelines (QM guidelines)*; **or**
- a minimum of three (3) completed examples of Inspection and Test Plans that comply with the requirements of the *Quality management guidelines* and have been used on at least two recent contracts.

6 Schedule of WHS Management Information: Part A

(SUBMIT WITH TENDER FORM)

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>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 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
.....
.....
.....
.....

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

7 Schedule of WHS Management Information: Part B

(SUBMIT WHEN REQUESTED)

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 by the tenderer in the Tender Schedules – **Schedule of WHS Management Information – Part A**, Subclause – **Evidence of Satisfactory WHS Management**:

- 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.

Demolition

For each item to be demolished, submit details of the proposed method of demolition including:

- i) plant and equipment to be used;
- ii) protection of the Site including, but not limited to, protection of any items specified; and
- iii) arrangements, including details and extent of protective hoardings, for the protection of the public and property adjoining the Site.

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

8 Schedule of Environmental Management Information: Part A

(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
.....
.....
.....
.....

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

9 Schedule of Environmental Management Information: Part B

(SUBMIT WHEN REQUESTED)

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

Implemented Environmental Management Plan

Submit copies of two 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.

Environmental Management Objectives and Measures

Submit details of:

- i) the environmental management objectives proposed for the work under the Contract;
- ii) the key environmental management actions proposed for the work under the Contract; and
- iii) the persons who will be responsible for managing the actions proposed.

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

10 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 Standard 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:

11 Schedule of Compliance with NSW Supplier Code and Industrial Relations Guidelines: Building and Construction Procurement

(SUBMIT WITH TENDER FORM)

Refer to Conditions of Tendering clause – **Procurement Policy Framework, Supplier Code and Industrial Relations Guidelines.**

Terminology

1. Terms used in this Schedule have the same meaning as is attributed to them in the NSW Industrial Relations Guidelines: Building and Construction Procurement (NSW Guidelines) (as published by the NSW Treasury July 2013 and updated September, 2017) and the NSW Government Supplier Code of Conduct (the 'Code').
2. In particular, as stated in clause 3.1 of the NSW Guidelines; any relevant document or procedure referencing the Implementation Guidelines to the NSW Code of Practice for Procurement: Building and Construction - means a reference to these re-issued Guidelines. Relevant documents may include but not are limited to: a Practice Direction, a workplace relations management plan or a model contract clause.

Primary acknowledgments and undertakings

3. By completing this Compliance Schedule and submitting an expression of interest or tender response, the Tenderer:
 - (a) acknowledges that the Code and the NSW Guidelines apply to the Contract;
 - (b) has read and understood the Code and NSW Guidelines and the obligations they impose;
 - (c) undertakes that it, and its related entities and subcontractors, will comply with the Code, the NSW Guidelines, and the contractual terms that give effect to them on:
 - (i) the Contract;
 - (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 tender response (if not already required to comply on such privately and publicly funded projects);
 - (d) confirms that it and its related entities have complied with:
 - (i) the 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;
 - (e) confirms 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 Code as amended from time to time including the Commonwealth Building Code 2016 (National Guidelines), they have done so; and
 - (f) 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

4. The NSW Treasury, through the Construction Compliance Unit (CCU), has responsibility for enforcing, and ensuring compliance with, the NSW Code and NSW Guidelines.
5. The Tenderer acknowledges that where it, or a related entity, fails to comply with the 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:

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

TENDER SCHEDULES

- (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;
- (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

- 6. 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 related entities', compliance with the 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.
- 7. The Tenderer, if awarded the Contract, will, on request, provide appropriate information to verify compliance with the awards, enterprise or workplace agreements that apply to the Tenderer and all other legal obligations relating to employment.
- 8. The Tenderer confirms that it has obtained, or will obtain, the consent of each Subcontractor or consultant it proposes to use on the Contract, to the disclosure of information concerning the subcontractor's and consultant's compliance with the Code, NSW Guidelines (and Victorian counterparts), National Code and National Guidelines including disclosure of details of past conduct relating to the Code and NSW Guidelines and whether or not sanctions have been imposed on the subcontractor or consultant or its related entities.
- 9. 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 Code and NSW Guidelines; and
 - (d) ensuring, facilitating and promoting compliance with the NSW Code and NSW Guidelines.
- 10. The Tenderer acknowledges that this consent is not limited to this tender, or this Contract, as parties are expected to comply with the Code and NSW Guidelines on future projects to which they apply.

Positive obligations

- 11. Without limiting the obligations and requirements in the NSW Guidelines, the Tenderer acknowledges and agrees to cooperate with the Principal and the CCU in respect of the investigation of compliance with the NSW Guidelines. The Tenderer undertakes to comply with its positive obligations under the Code and NSW Guidelines, including to:
 - (a) comply with any Workplace Relations Management Plan and Health and Safety Management Plan;
 - (b) ensure, through contract, that each Subcontractor or consultant agrees to comply with the applicable plans and policies for the Contract referred to in clause 11c below.

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

TENDER SCHEDULES

- (c) allow, before any contract is awarded, the Principal and the Construction Compliance Unit (CCU), NSW Industrial Relations to take any steps to investigate claims, statements and assertions made by the tenderer in:
 - (i) a Workplace Relations Management Plan;
 - (ii) 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
 - (iii) this Schedule.
- (d) allow NSW Government authorised personnel to:
 - (i) access the Contract site and other premises;
 - (ii) monitor and investigate compliance with the Code and NSW Guidelines;
 - (iii) inspect any work, material, machinery, appliance, article, or facility;
 - (iv) inspect and copy any record relevant to the Contract; and
 - (v) interview any person;as is necessary to demonstrate compliance with the Code and NSW Guidelines;
- (e) notify the CCU (or nominee) and the Client Agency of any alleged breaches of the Code and NSW Guidelines and of voluntary remedial action taken, within 24 hours of becoming aware of the alleged breach;
- (f) (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;
- (g) report any threatened or actual industrial action that may impact the Contract, contract 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;
- (h) 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 Contract or other related contracts on time and within budget; and
- (i) take all reasonably available steps to prevent, or bring to an end, unprotected industrial action occurring on, or affecting the Contract, 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 Contract on time and within budget, maintaining a high standard of safety and protecting freedom of association.

12. Without limiting the obligations and requirements of the 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

13. 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 Code and NSW Guidelines;
 - (b) maintain adequate records of compliance with the Code and NSW Guidelines (including by contractors);
 - (c) allow NSW Government authorised personnel to:
 - (i) access the sites and premises;

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

TENDER SCHEDULES

- (ii) monitor and investigate compliance with the Code and NSW Guidelines;
- (iii) inspect any work, material, machinery, appliance, article, or facility;
- (iv) inspect and copy any record relevant to the Contract; and
- (v) interview any person;

as is necessary to demonstrate compliance with the 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

Declaration

- 14. By signing this declaration on behalf of the Tenderer, the authorised representative declares that it has full authority to execute it and have obtained any necessary consents and approvals to do so.

END OF SECTION –TENDER SCHEDULES

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

MW21 General Conditions of Contract

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Preface

The MW21 General Conditions of Contract

The MW21 General Conditions of Contract is the major component of the MW21 Standard Form documents, which also includes the Conditions of Tendering, Tender Schedules and Preliminaries.

The MW21 suite of documents provides a holistic approach to construction procurement of non-complex projects in line with the NSW Government Action Plan: a ten point commitment to the construction sector. In particular, the documents have been designed to:

- provide an easily understood standardised form of contract for building and civil construction works up to \$2m (ex GST) in value;
- suit a broad range of design from a minimal concept design to full design, thus accommodating fully documented; developed design (construct only) and design and construct options; and
- incorporate Lump Sum and Schedule of Rates forms of pricing as well as the pricing of options and alternatives.

The MW21 can be used for greater than \$2m contracts that incorporate works that are repetitive in nature. For complex and high-risk contracts, the GC21 Edition 2 Standard Form should be considered.

MW21 General Conditions of Contract

1. Definitions and interpretations

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. When counting Business Days, the first day of any stated time frame is the first Business Day after a Contract event occurs.

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 or omissions;
- (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. Unless otherwise stated, the Contract commences on the date of acceptance of the tender.

1.5 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.

1.6 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.

1.7 Contractor

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

1.8 Day

A period of 24 hours or a calendar day. A calendar day commences at twelve o'clock midnight and ends at twelve o'clock on the following midnight. A week is a period of 7 days. When counting days, the first day of any stated time frame is the first day after a Contract event occurs.

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 Final Payment Summary

A payment summary given by the Principal to the Contractor under **clause 13.10** stating the amount payable by one party to the other.

1.12 Margin

Subject to any specified conditions, an amount to allow for:

- (a) the applicable costs of supervision (including any required additional supervision), site establishment, general tools, administration, overheads, fees, delay, disruption and profit where additional costs are incurred under **Clauses 2.2, 7.5, 9.4, 9.11, 10.3 and 13.8**; and
- (b) profit and applicable overheads applying to a deduction under **Clauses 9.4 and 9.11**.

Overheads include an allowance for the utilisation of personnel, plant and services, either on-Site or off-Site, that are normally engaged in the Works.

The Margin is calculated as the specified percentage applied to the Direct Costs as calculated under the relevant clause.

The Margin applies irrespective of whether the applicable additional work or unavoidable circumstances causes a delay.

1.13 Milestone

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

1.14 Parties

The Principal and the Contractor.

1.15 Post Completion Period(s)

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

1.16 Principal

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

1.17 Provisional Rate Amount

An amount included in the Contract Price, based on a rate tendered for a provisional item of work and the associated estimated quantity included in the Schedule of Provisional Rate Amounts. The item may be referred to as a 'provisional rate item'.

1.18 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.

1.19 Senior Executive

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

1.20 Site

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

1.21 Site Conditions

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

1.22 SoPA

The version of the Building and Construction Industry Security of Payment Act 1999 (NSW) current at the date the Contract commenced, except where otherwise required by the relevant Regulations.

1.23 Statutory Requirements

Requirements which are applicable to the Works, the Site, the Contract and those connected with the Contract by virtue of the law or the lawful requirements of any authority having applicable jurisdiction.

1.24 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.

1.25 Works

The works to be designed and constructed under the Contract, including the supply of all items (incorporated or otherwise) necessary to meet the requirements of the Contract.

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 The Contractor must check the Contract Documents, notify the Principal of any inconsistency, discrepancy, or ambiguity at least 5 Business Days before commencing the affected work and follow any instructions given by the Principal.

Notwithstanding **Clause 12.4**, the Contractor is not entitled to the cost of delay or any aborted work resulting from a failure to provide the notice within the time required under this Clause.

Clause 9 applies to any required Variation. In particular, if:

- (a) the Contractor failed to provide the notice within the time required under this Clause, then
- (b) **Clause 9.11** (c) applies to any entitlement.

Clause 12 applies to any entitlement to an extension of time.

2.3 If the Contractor finds any error 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.

2.4 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.

All instructions by the Principal must be in writing or, if given orally, must be confirmed in writing as soon as practicable.

2.5 All notices must be in writing. Notices are to be sent to the nominated representative of the relevant Party or as otherwise specified.

A copy of a notice sent to a postal address must be emailed to the addressee.

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

2.7 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.

2.8 If the Contractor becomes aware of unexpected changes in Statutory Requirements that require a change to work in connection with the Contract, the Contractor must promptly inform the Principal in writing with details of the changes and their effects. The Contractor must follow any instructions given by the Principal.

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

2.10 The Contract contains various time limits. The Parties may change these limits by agreement in writing.

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

Refer to Preliminaries clauses:

- *Work Health and Safety Management including engagement as the Principal Contractor;*
 - *Appointment of Contractor Representatives;*
 - *Quality Management;*
 - *Environmental Management;*
 - *Dealing with Modern Slavery;*
 - *NSW Supplier Code of Conduct and*
 - *Industrial Relations Guidelines,*
- for other contract conditions.*

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 non-conformance with the Contract.

Nothing the Principal does or omits to do in connection with the completed design 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 items not included in the completed 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 Sum or a Provisional Rate Amount 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 10 Business Days after the request.

Refer to Preliminaries clauses:

- *Use of Qualified Designers, Engineers and Specialists;*
 - *Contractor's Documents;* and
 - *Work Method,*
- for other contract conditions.

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) items, including materials, equipment and other goods and 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.

4.2 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.

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.

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.

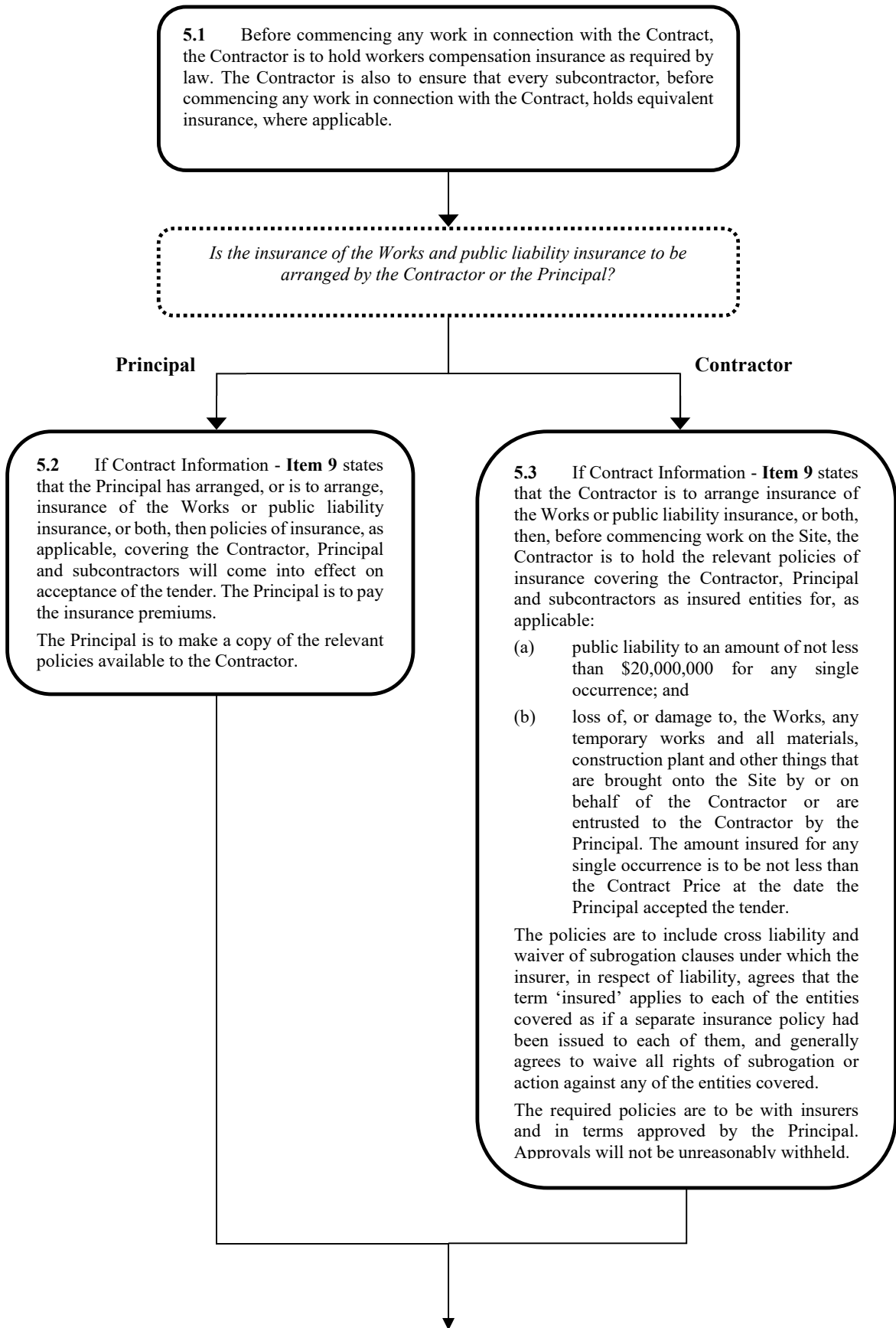
The Principal's costs in relation to any such action, as certified by the Principal, are a debt due and payable by the Contractor to the Principal.

Refer to *Preliminaries clauses* (as applicable):

- *Passing of Property and Risk;*
- *Existing Services; and*
- *Protection of Children and Other Vulnerable People.*

for other contract conditions

5. Insurance



5. Insurance (Continued)



5.4 Unless otherwise advised by the Principal, 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 party responsible for procuring the insurance 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 5 Business 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 all excesses and 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.

Refer to *Preliminaries* clause - *Site* for other contract conditions.

7. Site Conditions

7.1 With regard to the work under the Contract, the Contractor warrants that, before the close of tenders, it has:

- (a) examined the Site and surrounds;
- (b) made enquiries concerning the Site; and
- (c) not relied on the completeness of information provided by the Principal.

7.2 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 promptly notify the Principal in writing and in any event within 3 Business 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.

7.3 The Principal is to consider the Contractor's notification, taking into account the warranty in **Clause 7.1**.

The Principal is to notify the Contractor if it agrees, or otherwise, with the Contractor's contentions in its notification.

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

The Contractor must inform the Principal prior to taking any action to deal with the Site Conditions.

If the Principal instructs the Contractor to cease or not take any action until it decides how to deal with the Site Conditions, **Clause 10** applies.

7.5 If the Principal agrees with the Contractor's contentions in its notification, then from the time the Principal receives the notification complying with **Clause 7.2**, 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 because 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 for costs and delays incurred before it gave the notification complying with **Clause 7.2**.

The Contractor has no other entitlements due to materially adverse site conditions except under **Clause 7.7**.

7.6 The Contractor is to claim any additional Direct Costs and extensions of time to which it is entitled under **Clause 7.5** within 10 Business Days after completing the relevant work.

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

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

Refer to *Preliminaries* clauses:

- *Existing Services*; and
- *Hazardous Substances discovered unexpectedly on Site*.

for other contract conditions.

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 National Construction Code, relevant Australian Standards and codes of practice, and the lawful requirements of any authority.

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 National Construction Code, 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.

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.

Refer to Preliminaries clause – *Materials and Workmanship* for other contract conditions.

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 10 Business Days. The proposal should:

- (a) comply with the valuation principles set out in **Clause 9.11**;
- (b) include the Margins specified in **Clause 9.11**, unless the Contractor considers margins more favourable to the Principal should apply; and
- (c) utilize any provisional rate items that reasonably apply.

Does the Principal accept the Contractor's proposal?

Yes

9.5 If the Principal accepts a proposal submitted under **Clause 9.4**, then within 10 Business Days after receiving the proposal, the Principal is to notify the Contractor in writing that the proposal is accepted as a Variation.

No

9.6 If the Principal does not accept a proposal submitted under **Clause 9.4**, then within 10 Business 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**.

9.8 If the Principal instructs the Contractor to carry out a Variation, the Contractor is to comply in accordance with **Clause 2.4** and within 5 Business Days after completing the Variation, notify the Principal in writing of the price for the Variation (including for any delay), how the amount is calculated and any effect on the time required to reach Completion. The Parties must attempt to reach agreement on any adjustments to the Contract Price and the time for Completion.

9. Variations (Continued)

Have the Parties reached agreement on the price and the effect on the time required to reach Completion?

Yes

No

9.9 If the Parties have reached agreement on the price and effect on the time required to reach Completion, if any, notified under **Clause 9.8**, then within 10 Business Days after receiving the notification, the Principal is to advise the Contractor in writing of the agreed adjustments.

9.10 If the Parties have not reached agreement on the price or effect on the time required to reach Completion, if any, notified under **Clause 9.8** then, within 10 Business Days after receiving the notification, the Principal is to assess the Contractor's entitlements and other effects arising from the Variation and notify the Contractor in writing of the assessment.

9.11 Subject to other applicable conditions of Contract, the following valuation principles apply to an assessment of the Contractor's entitlements and other effects arising from a Variation:

- (a) if the Variation delays the Contractor in reaching Completion, then, to the extent that the delay is not concurrent with a delay caused by the Contractor, an entitlement to an extension of time for Completion;
- (b) where the Variation is for additional work and **Clause 2.2 (a)** does not apply, an entitlement to:
 - (i) the amounts calculated from any provisional rate items that reasonably apply to the additional work plus a Margin of 5% on these amounts; and
 - (ii) the reasonable Direct Costs of the part of the additional work not included in the assessment under (b)(i) above, plus a Margin of 15% on these Direct Costs, irrespective of any entitlement to an extension of time;
- (c) where the Variation is for additional work and **Clause 2.2 (a)** does apply, an entitlement to:
 - (i) the amounts calculated from any provisional rate items that reasonably apply to the additional work (without any Margin); and
 - (ii) the reasonable Direct Costs of the part of the additional work not included in the assessment under (c)(i) above, plus a Margin of 10% on these Direct Costs, whether or not there is an entitlement to an extension of time;
- (d) where the Variation is for a reduction in work, a deduction comprising:
 - (i) the amounts calculated from any provisional rate items that reasonably apply to the deducted work (without any Margin); and
 - (ii) the Direct Costs of the part of the deducted work not included in the assessment under (d)(i) above plus a Margin of 5% on these Direct Costs.
- (e) where both additional and reduced work is included in the Variation, each type of work is considered separately.

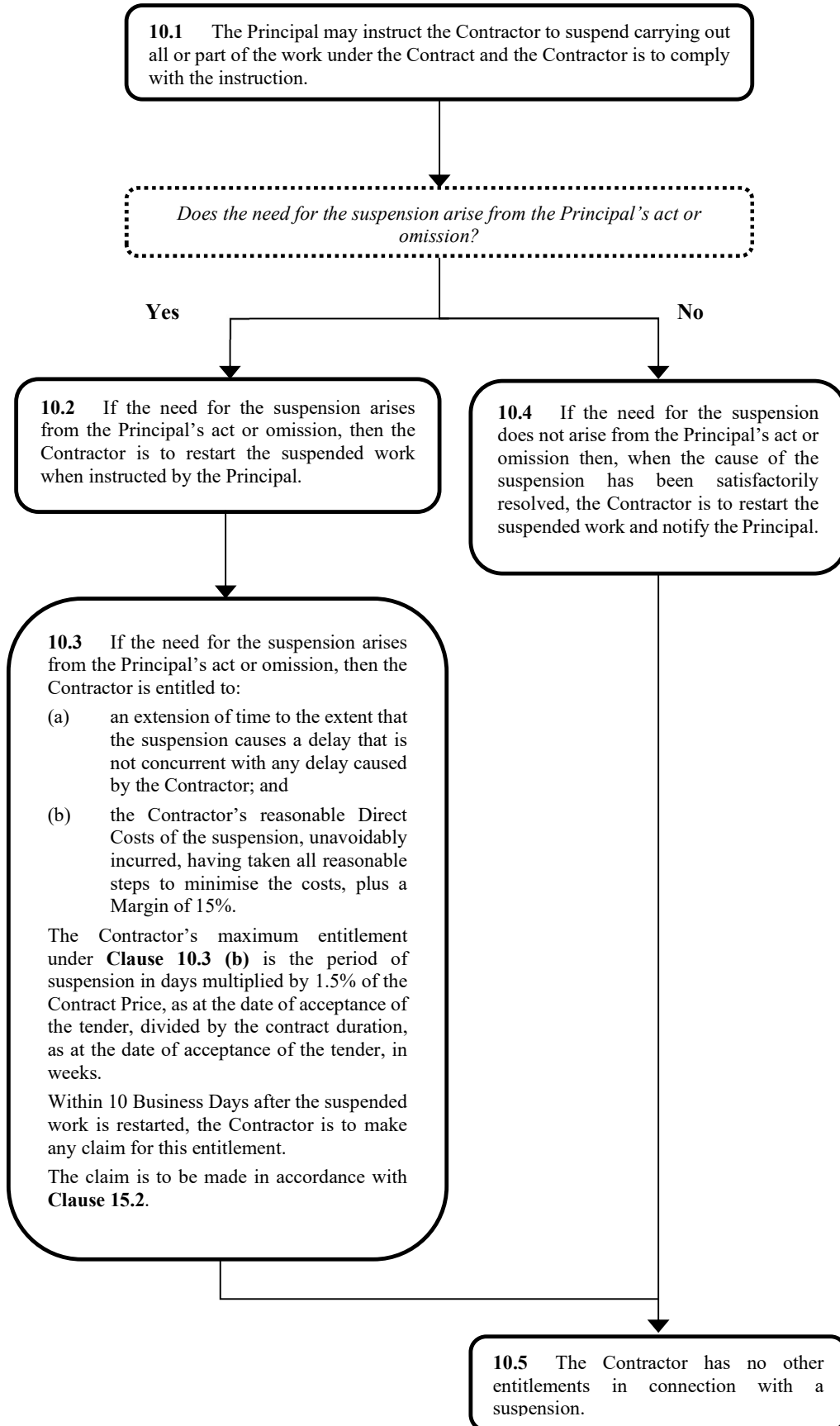
9.12 The Parties agree that the provisions of **Clause 9.11** fully compensate the Parties for all costs and losses arising from supervision, overheads, delay, disruption and interference resulting from the Variation.

The Contractor has no other entitlements in relation to the Variation.

9.13 If the Contractor does not accept the net Direct Cost or extension of time assessed under **Clause 9.11**, then the Contractor is to make a claim in accordance with **Clause 15.2**.

Refer to *Preliminaries* clause:
Application of Provisional Rate Amounts
for other contract conditions.

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 in the form of **Schedule 3** to these General Conditions.

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 5 Business Days written notice 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 10 Business 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.

Refer to *Preliminaries* clauses:

- *Work as Executed Drawings;*
- *Operations and Maintenance Manuals;*
- *Work Health and Safety Management – Electrical Work; and*
- *Waste Management – Monitoring,*

for other contract conditions.

12. Delay to Completion

12.1 If the Contractor anticipates being delayed in reaching Completion, the Contractor is to promptly notify the Principal. This notification may allow the Principal to take action to reduce the delay, where feasible.

12.2 If the Contractor is delayed in reaching Completion, the Contractor is to immediately notify the Principal and, within 5 Business 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,
- (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, subject to any applicable conditions under **Clauses 7, 8, 9 or 10** and the Contractor's obligation to minimize any delay to Completion, the Contractor is entitled to an extension of the time for Completion, to the extent that the instruction, breach or event caused delay.

12.4 **Clauses 7, 8, 9 and 10** include allowances for the costs of delay subject to applicable conditions.

Where **Clause 7, 8, 9 or 10** does not apply to the relevant event and:

- (a) an entitlement to an extension of the time for Completion arises under **Clause 12.3 (a) or (b)**; and
- (b) 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.

12.5 Within 10 Business Days after a delay ends, the Contractor is to make a claim providing the information referenced in **Clause 15.2** that applies to its claim.

Subject to sufficient information being provided, the Principal is to assess the Contractor's entitlements in accordance with **Clause 15.3** and notify the Contractor in writing of the assessment and the adjusted time for Completion.

Notwithstanding **Clause 15.3**, if the Principal does not notify the Contractor of the assessed entitlements within 15 Business Days after a complying claim is received, then the assessed entitlements for delay will be nil.

12.6 If the Contractor does not accept the assessed entitlements, the Contractor is to proceed in accordance with **Clause 15.3** and the Parties are to initially confer and endeavour to reach agreement.

12.7 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, and including, the day 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.

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

Refer to *Preliminaries* clause – *Contract Program*, where included, for other time management requirements.

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 payment claim is to be provided to the Authorised Person at the address shown in Contract Information - **Item 1**.

The payment 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 Sum or a Provisional Rate Amount, the amount calculated in accordance with **Clause 13.8**; 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 (subject to the requirements of SoPA), 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.

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

- (a) the conformance records and other information required under the Contract; and
- (b) a completed and true Supporting Statement and a completed and true Subcontractor's Statement in the form of **Schedule 2** to these General Conditions; executed as at the date of the payment claim.

13.3 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.

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

With reference to the relevant legislation identified in the Subcontractor's Statement (in **Schedule 2**), the Principal may reduce the progress payment due to the Contractor to account for its increased liability if the Subcontractor Statement is not provided or satisfactorily completed.

13.5 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.

The Principal requires a minimum of 5 Business Days written notice of any changes to the nominated account to avoid payments being made into a previously nominated account.

13.6 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.

Refer to *Preliminaries clause - Goods and Services Tax* for other contract conditions, including responsibility for the issue of tax invoices.

13. Payment and Retention (Continued)

13.7 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.

13.8 If the Principal instructs the Contractor to carry out work that is the subject of a Provisional Sum (PS work) or a Provisional Rate Amount (PRA work), then the Contract Price is to be adjusted as follows:

- (a) the amount of the applicable Provisional Sum or Provisional Rate Amount is to be deducted from the Contract Price;
- (b) for PS work; the reasonable Direct Costs to the Contractor for the relevant PS work, plus a Margin of 10%, is to be added to the Contract Price; and
- (c) for PRA work; the amount calculated by applying the tendered rate for the relevant provisional rate item to the measured quantity of work carried out, up to the limit specified, if any, plus any specified Margin, is to be added to, or deducted from, the Contract Price, as applicable.

If the Principal does not instruct the Contractor to carry out a PS work or a PRA work, then the applicable Provisional Sum or Provisional Rate Amount is to be deducted from the Contract Price.

13.9 Unless the Principal specifies at Contract Information - **Item 16** that an undertaking is to be provided or other arrangements apply, 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 or retention in payment of any debt due from the Contractor to the Principal.

13.10 Within 45 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 Summary accounting for the payment of any retention held under **Clause 13.9** and any amounts the Principal demands from the Contractor, and stating the amount payable by one Party to the other. **Clause 13.11** then applies.

If the Contractor does not agree with the Final Payment Summary, the Parties are to confer and endeavour to reach agreement. If agreement is not reached within 20 Business Days after the issue of the Final Payment Summary, **Clause 16** applies.

13.11 If payment is due to the Contractor, the Contractor must submit a payment claim, in accordance with **Clause 13.1**. The applicable payment clauses of **Clause 13** then apply. The Principal is to release the balance of any undertakings after payment is made.

Where the Contractor has not submitted a payment claim within 25 Business Days of the issue of the Final Payment Summary, the Principal is to pay the Contractor any money due and release the balance of any undertakings, subject to a deduction applying in accordance with **Clause 13.4** where:

- (a) the Contractor has carried out work under the Contract since the date of its last payment claim; and
- (b) no Subcontractor's Statement has been provided.

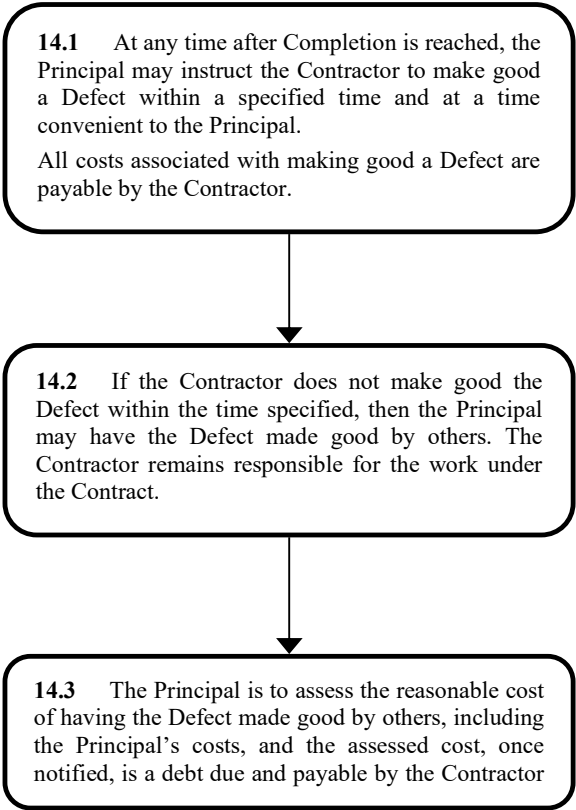
If payment is due to the Principal then the payment is a debt due and payable by the Contractor to the Principal.

Within 20 Business Days after the date of issue of the Final Payment Summary, the Contractor is to pay the Principal any money due in accordance with the Final Payment Summary.

The Principal is to release the balance of any undertakings and retentions within 5 Business Days after receiving payment from the Contractor, subject to **Clause 13.11 (a) & (b)**.

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 Summary, the Principal is to release the balance of any undertakings.

14. After Completion



15. Claims

15.1 The Contractor may make a claim for an entitlement in connection with the Contract.
Any claim, other than a claim made under **Clause 13**, i.e. a payment claim, 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.

The claim must also include the effect of the event giving rise to the claim on both the Contract Price and time required to reach Completion.

15.3 Within 10 Business Days after receiving a claim that meets the requirements of **Clause 15.2**, the Authorised Person is to assess both:

- (a) the validity of the claimed entitlement under the Contract; and then
- (b) the value, if any, of that entitlement, and notify the Contractor with reasons.

If the Contractor does not consider that the Authorised Person's assessment is reasonable and can provide additional information to support its claim, then the Contractor and Authorised Person are to confer and endeavour to reach agreement on the claimed entitlements.

If agreement is not reached within:

- (a) 20 Business Days after the Authorised Person's assessment; or
- (b) 35 Business Days after a complying claim was received,

whichever is the later, **Clause 16** will apply.

Notwithstanding the application of **Clause 16**, the Contractor may include the Authorised Person's assessment in its payment claim and **Clause 13** will then 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 20 Business Days after the Contractor receives the Principal's written notice of Completion of the work under the Contract under **Clause 11.3**. Otherwise, to the extent permitted by law, 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 20 Business Days after the end of the final Post Completion Period. Otherwise, to the extent permitted by law, the claim is barred.

16. Disputes

16.1 If the Contractor is dissatisfied with an act or omission of the Principal in connection with the Contract, including an instruction, assessment of a claim or failure to agree then, unless otherwise required by the Contract, within 10 Business Days after:

- (a) the act or omission; or
- (b) the expiry of a relevant period specified under **Clause 13.10** or **Clause 15.3**,

whichever is later, the Contractor is to notify the Authorised Person and the Senior Executive in writing of a dispute. The notification is to include the information required under **Clause 15.2**.

If the Contractor notifies a dispute, but not within the time provided by this **Clause 16.1**, then the Contractor is not entitled to interest, in respect of that matter, prior to notification.

16.2 If the Principal is dissatisfied with an act or omission of the Contractor in connection with the Contract, including performance, compliance with an instruction or failure to agree, then within 10 Business Days after the act or omission, Principal may notify the Contractor in writing of a dispute. The notification is to include the legal and factual basis of the dispute.

16.3 Within 15 Business Days after a complying notification is received under **Clause 16.1** or **16.2**, the Contractor and the Senior Executive are to confer to try to resolve the dispute.

16.4 If the dispute is not resolved within 30 Business Days after notification is received under **Clause 16.1** or **16.2**, then, unless alternative arrangements are agreed, the Parties are to agree upon an independent expert to determine the dispute.

As per **Clause 2.10**, the Parties may agree, in writing, to extend the time for resolution.

16.5 If the Parties fail to agree upon an expert within 20 Business Days, then either Party may request the Chief Executive Officer of the Australian Disputes Centre (tel. 02 9239 0700) to nominate an expert. The independent expert is not to be:

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

16.6 Once the expert has been agreed under **Clause 16.4** or nominated under **Clause 16.5**, the Principal, on behalf of both Parties, is to appoint the expert in writing, with a copy to the Contractor, setting out:

- (a) the dispute being referred to the expert for determination;
- (b) the expert's fees;
- (c) the procedures detailed in this **Clause 16**;
- (d) the arrangements for each party to lodge \$15,000 as initial security for the expert's fees; and
- (e) any other matters relevant to the appointment.

16.7 The Parties are to share equally the cost of appointing the expert, and the expert's fees and out-of-pocket expenses, including any security required for the expert's fees. Each party is to otherwise bear its own costs in relation to the determination process.

16.8 If a party defaults in providing the initial security within 15 Business Days after the appointment of the expert, then the other party may, but is not obliged to, provide the security in full and the defaulting party's share is a debt due and payable to the paying party.

16.9 Any dispute for which:

- (a) an expert has not been agreed upon under **Clause 16.4**, or nominated under **Clause 16.5** within 70 Business Days after notification is received under **Clause 16.1** or **16.2**; or
 - (b) the initial security has not been lodged in full within 20 Business Days after the expert has been appointed,
- is deemed to be abandoned.

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 20 Business Days after the appointment of the expert, the notifying party is to make its submission on the matter in dispute.
- (b) Within 15 Business 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 10 Business 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 10 Business 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 20 Business Days after all 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:

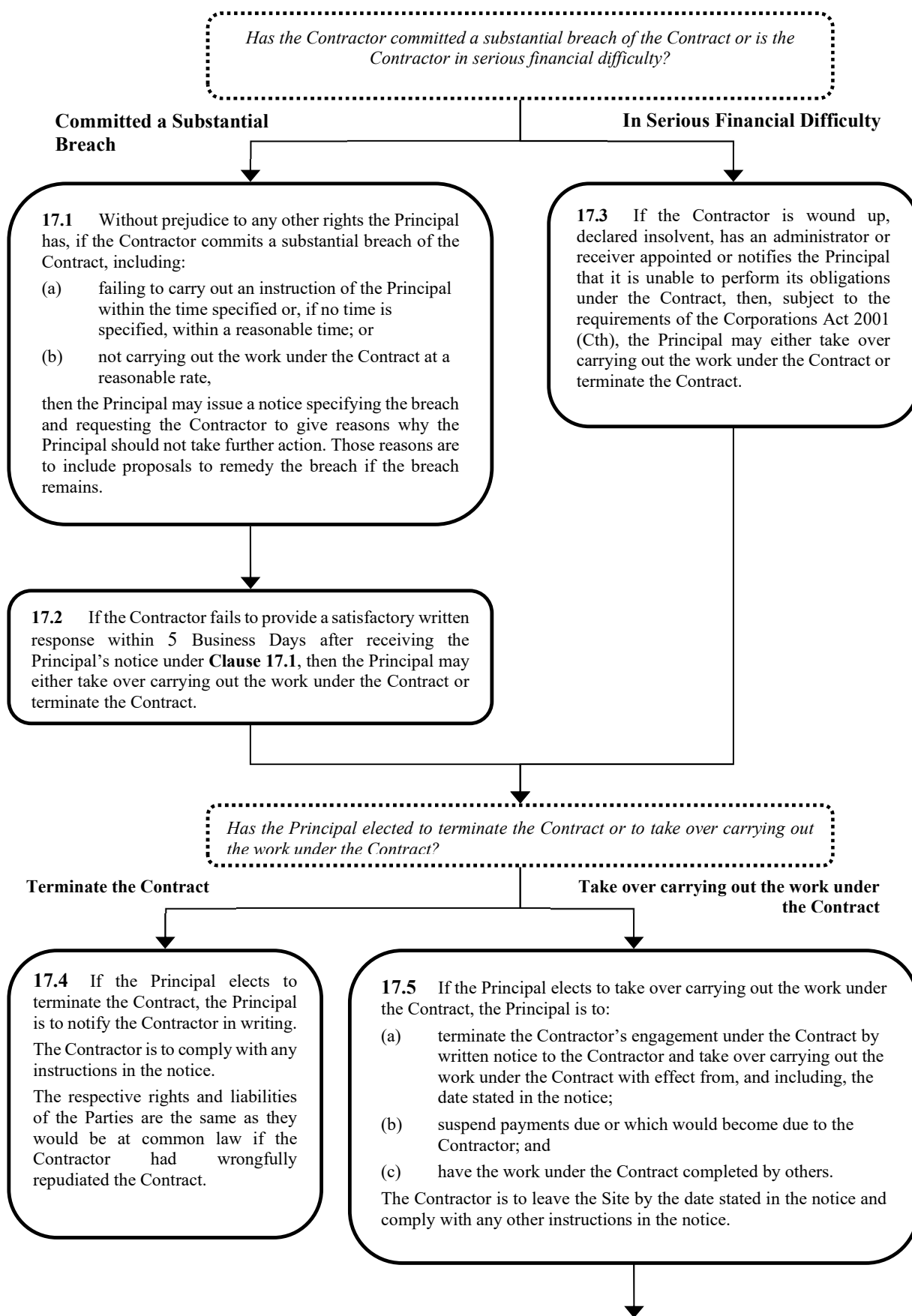
- (a) one party is to pay the other an amount exceeding \$500,000 (excluding interest and any amount that has been paid pursuant to SoPA); and
- (b) within 10 Business Days after receiving the determination, either Party gives written notice to the other that it is dissatisfied,

then either Party may commence litigation in respect of the matters determined by the expert.

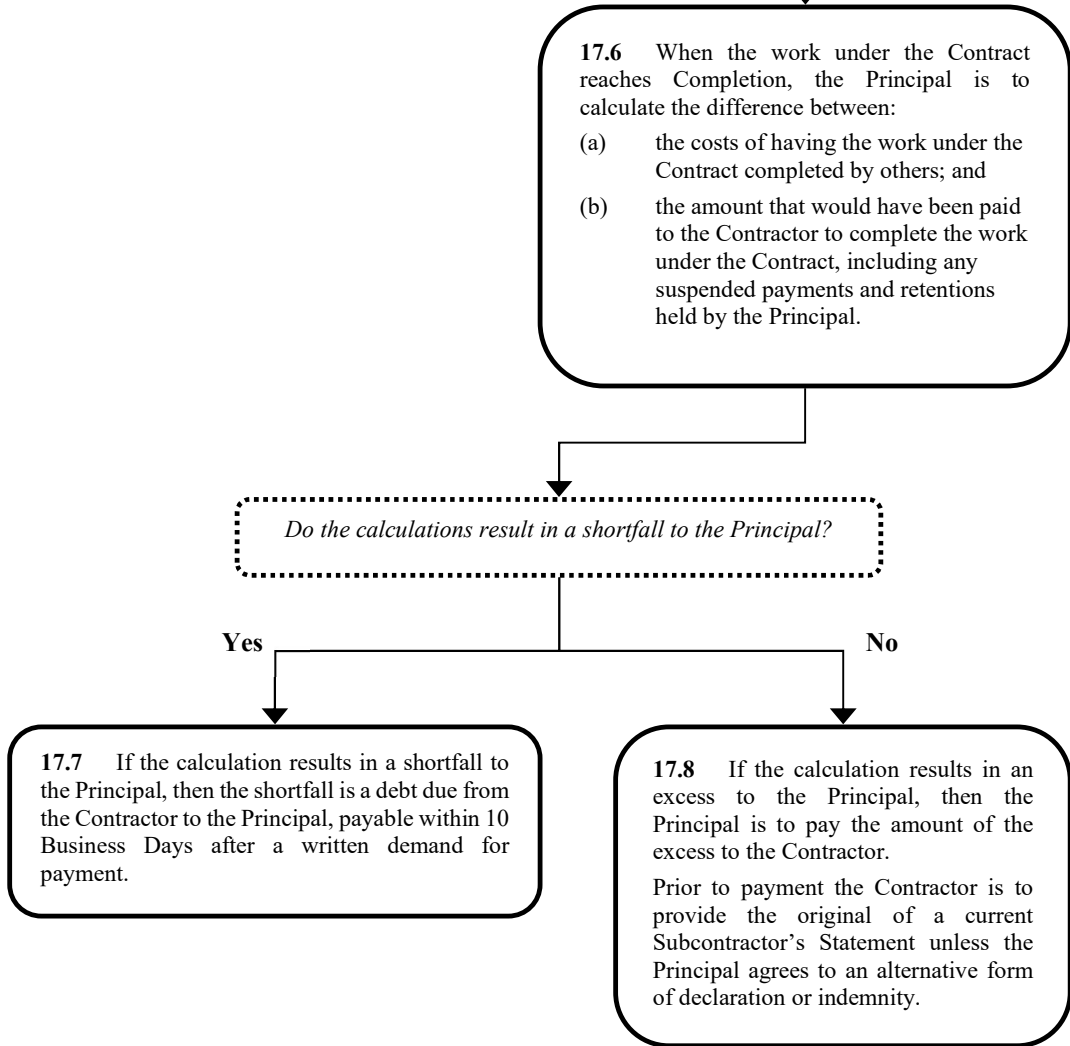
16.14 Unless a party has a right to commence litigation under **Clause 16.13**:

- (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)



Refer to *Preliminaries* clause – *Passing of Property and Risk* for application of the *Personal Property Securities Act (PPSA)* to the Contract.

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, and including, 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 18.1** are full compensation for termination under **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. Suspension and 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, the Contractor may take action under SoPA, if applicable.

If the Contractor suspends work at any time in accordance with SoPA, it may be entitled to an extension of time under **Clause 12**, but despite **Clause 12.3**, it will not be entitled to any payment for delay or disruption.

19.2 If the Principal fails to pay the Contractor a non-trivial amount that is in accordance with the Contract and not in dispute or where the Principal commits a fundamental breach of the Contract, then the Contractor may give written notice requiring the Principal to remedy the default within 20 Business Days after receiving the notice. The notice must state the amount that is due and the alleged breach.

19.3 If, within 20 Business Days after receiving the Contractor's notice under **Clause 19.2**, 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 written notice terminating the Contract.

19.4 Following termination under **Clause 19**, 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 notice of termination, 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 19.4** are full compensation for termination under **Clause 19**, and the Contractor has no claim for damages or other entitlements whether under the Contract or otherwise.

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

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

MW21 Contract Information

1. Authorised Person

The Authorised Person is:	» Stephen Targett
Title:	» Junee Shire Council - Director of Engineering Services
Office address: (for delivery by hand)	» Junee Shire Council » 29 Belmore St Junee NSW 2663
Postal address: (for delivery by post)	» Junee Shire Council » 29 Belmore St Junee NSW 2663
Telephone number:	» (02) 6924 8100
e-mail address:	» stephen.targett@junee.nsw.gov.au

If no name is stated, then the Principal is to name the person in writing within 5 Business 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. Description and Purpose of the Works

The Works are:	» Design and construct a 4-bedroom, 2-bathroom Executive residence with a double garage and landscaped yard.
The purpose of the Works is:	» Provide a high quality, comfortable, habitable dwelling as detailed in the Contract Documents.

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

3. Milestones

Mentioned in Clause 1.13

The Milestones are:	
Milestone 1:	Completion of » Development Application Documentation Completion of » Construction Certificate Design and Documentation
Milestone 2:	Completion of » Slab placement Completion of » Framing Completion of » Lock up Completion of » Fixing & fit off
Milestone »:	Completion of » Occupancy Certificate
Milestone »:	Completion of » Construction and all of the work and obligations under the Contract not included in any other Milestone.

4. Post Completion Period

Mentioned in Clause 1.15

The Post Completion Period, which starts on the day after the work under the Contract reaches Completion, is: » 2 years

5. Principal

Mentioned in Clause 1.16

The Principal is: » Junee Shire Council

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

6. Senior Executive

Mentioned in Clause 1.19

The Senior Executive is: » Stephen Targett
» Director of Engineering Services

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

Office address: » Junee Shire Council
(for delivery by hand) » 29 Belmore St Junee NSW 2663

Postal address: » 29 Belmore St Junee NSW 2663
(for delivery by post)

Telephone number: » (02) 6924 8100
e-mail address: » stephen.targett@junee.nsw.gov.au

If no name is stated, then the Principal is to name the person in writing within 5 Business 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 Principal's design to the extent of: Full design of the Works including all design development, documentation, including shop detailing, integration with the Principal's design and coordination of engineering and architectural design disciplines.

8. Design Documents

Mentioned in Clause 3.5

The time to submit the completed design is: » 30 Business Days before it is to be used for construction.

9. Works and Public Liability Insurance

Mentioned in Clause 5.2

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

the Contractor

Information about the Principal Arranged Insurance (PAI) policies is available on the buy.nsw website at <https://buy.nsw.gov.au/categories/construction>

Mentioned in Clauses 5.2 and 5.3

Insurance of the Works is to be arranged by:
(the Principal / the Contractor)

»the Contractor

Public liability insurance is to be arranged by:
(the Principal / the Contractor)

» the Contractor

The insurance policy/ policies is/ are available at:

» Junee Shire Council

(“not applicable” applies if not filled in)

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?

» Yes

11. Site Access

Mentioned in Clause 6.1

The time to give access to the Site is:

» 10 Business Days after the date of acceptance of the tender.

12. Time for Completion

Mentioned in Clause 11.1

The time for Completion is:

» 30th April 2025

13. Delay Costs

Mentioned in Clause 12.4

The rate per day for delay costs is:

\$70 per day

14. Liquidated Damages

Mentioned in Clause 12.7

The rate per day for liquidated damages is:

\$70 per day

15. Payment Claims

Mentioned in Clause 13.1

Payment claims are to be made:

monthly, on and after the last Business Day of each calendar month.

16. Retention

Mentioned in Clause 13.9

Is an undertaking in the form detailed in **Schedule 1** for an amount equal to 4% of the Contract Price to be provided within 10 Business Days after the date of acceptance of the tender?

» No

Schedule 1 – Unconditional Undertaking

Refer to Clause 13.9 of the MW21 General Conditions of Contract.

Name of Financial Institution:
The Principal: »
The Contractor:
ABN
Security Amount 4% of agreed contract price
.....
The Contract: The Contract between the Principal and the Contractor
Contract Name: Junee Shire Council – Design & Construction of an
Executive Home at 37 Hayes Crescent, Junee
Contract Number: T24-01

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:

Schedule 2 – Supporting Statement and Subcontractor’s Statement

Refer to clause 13.2 of the MW21 General Conditions of Contract.

The Contractor is required to complete these two statements and submit both statements with each payment claim. Do not alter the forms.

Relevant legislation includes Workers Compensation Act 1987 (NSW), s175B; Payroll Tax Act 2007 (NSW), Schedule 2 Part 5; Industrial Relations Act 1996 (NSW), s127 and Building and Construction Industry Security of Payment Act 1999 (NSW), ss13(7) and 13(9).

Supporting Statement

The Contractor is the “head contractor” in terms of the Building and Construction Industry Security of Payment Act 1999 (NSW) and makes relevant statements below accordingly. The Contractor, as the “head contractor”, carries out the construction work for the Principal under the Contract.

The Supporting Statement must be signed by the Contractor, a director of the Contractor or a person authorised by the Contractor.

The included Supporting Statement is the MS Word version of the Supporting Statement provided by the Office of Fair Trading. A pdf version with ‘fillable form fields’ allowing only the required information to be inserted is available from the Fair Trading website. The address is: [fairtrading.nsw.gov.au/ data/assets/pdf file/0006/984993/Supporting-Statement_Constructions_Contract_Updated-V6.pdf](http://fairtrading.nsw.gov.au/data/assets/pdf_file/0006/984993/Supporting-Statement_Constructions_Contract_Updated-V6.pdf).

Subcontractor’s Statement

The Contractor is a “subcontractor” in terms of the Workers Compensation Act 1987 (NSW), Payroll Tax Act 2007 (NSW) and Industrial Relations Act 1996 (NSW) and makes relevant statements below accordingly. The Contractor as the “subcontractor” carries out the construction work for the Principal under the Contract. The Principal is called the “principal contractor” in these Acts.

For clarity the Subcontractor’s Statement refers to the ‘Contractor’ and ‘Principal’ under the Contract rather than the “subcontractor” and “principal contractor” under the above Acts.

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

Information, including Notes, Statement Retention and Offences under various Acts, is included at the end of the Subcontractor’s Statement.

Supporting Statement

Refer to above notes for the Supporting Statement form in a fillable pdf format. To be completed with each payment claim.

Construction Contracts

Pursuant to section 13(7) of the *Building and Construction Industry Security of Payment Act 1999 (NSW)* (the Act) a supporting statement must accompany any payment claim served on a principal to a construction contract by a head contractor.

This form should be used by a head contractor who has a construction contract that is not an owner occupier construction contract. If the contract is an owner occupier construction contract the 'Supporting Statement – Owner Occupier Construction Contracts' form should be used instead.

For the purposes of this statement, the terms “principal”, “head contractor”, “subcontractor”, “construction contract” and “owner occupier construction contract” have the meanings given in section 4 of the Act.

Head contractor (business name of head contractor):	
<input type="checkbox"/> 1. has entered into a contract with: (business name of subcontractor)	
ABN of subcontractor	
Contract number/identifier	
or	
<input type="checkbox"/> 2. has entered into a contract with the subcontractors listed in Schedule 1	
This statement applies to work between (start date)	and (end date)
or	
This statement applies to work completed in Stage (number) of the construction contract	
Subject of the payment claim dated (date)	

Declaration for Supporting Statement

I, (full name)

being the head contractor, a director of the head contractor or a person authorised by the head contractor on whose behalf this declaration is made, hereby declare that to the best of my knowledge and belief all subcontractors, if any, have been paid all amounts that have become due and payable in relation to the construction work that is the subject of this payment claim.

These subcontractors and the amounts paid to them are identified in Schedule 1 on page 3 of this Supporting Statement.

It is an offence under section 13(7) of the Act for a head contractor to serve a payment claim on the principal, if it is not accompanied by a supporting statement that indicates that it relates to that payment claim. The maximum penalty is \$110,000 for corporations, and \$22,000 for an individual.

It is also an offence under the Act for a head contractor to serve a payment claim accompanied by a supporting statement knowing that the statement is false or misleading in a material particular in the particular circumstances. The maximum penalty is \$110,000 for corporations, and \$22,000 or 3 months imprisonment (or both) for individuals.

Full Name of Individual

Position/Title

Signature

Date

Schedule 1 (page 3 of Supporting Statement)

List all subcontractors that have been paid all amounts that have become due and payable in relation to the construction work that is the subject of the payment claim which this supporting statement accompanies.

Name of subcontractor	ABN	Contract number/ identifier	Date of works (period or stage)	Date of subcontractor's payment claim

Approved form under *Building and Construction Industry Security of Payment Act 1999* - Section 13(9)
For more information visit Fair Trading website:, www.fairtrading.nsw.gov.au/trades-and-businesses/construction-and-trade-essentials/security-of-payment.

Subcontractor's Statement

To be completed with each payment claim.

(REGARDING WORKER'S COMPENSATION, PAYROLL TAX AND REMUNERATION) (Note 1)

Note, in the Subcontractor's Statement, the terms "Contractor" and "Principal", as per the Contract, mean the "subcontractor" and "principal contractor", respectively, under the relevant legislation.

Main Contract

Contractor: ABN: **(Note 2)**

(Business name of the Contractor)

of

(Address of the Contractor)

has entered into a contract with ABN:

(Business name of the Principal)

Contract number/identifier: T24-01 **(Note 3)**

Subcontracts

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

Period (Note 4)

This Statement applies for work between: and inclusive,

subject of the payment claim dated: **(Note 5)**

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 **(g)** below, as applicable. **(Note 6)**

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 **(g)** below. You must mark one box.

(b) All workers compensation insurance premiums payable by the Contractor in respect of the work done under the contract have been paid.

The Certificate of Currency for that insurance is attached and is dated..... **(Note 7)**

(c) All remuneration payable to relevant employees for work under the contract for the above period has been paid. **(Note 8)**

(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. **(Note 9)**

(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. **(Note 10)**

(f) Signature..... Full name.....

(g) Position/Title..... Date.....

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

Notes to the Subcontractor's Statement

These notes have been prepared using the terms in the referenced acts. Where this Statement is being completed for the purposes of this Contract, (unless the context otherwise requires) 'subcontractor' means the 'Contractor' and 'principal contractor' means the 'Principal'.

1. This form is prepared for the purpose of section 175B of the *Workers Compensation Act 1987*, Schedule 2 Part 5 of the *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 of the *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.

Further Information

For more information visit SafeWork website <https://www.safework.nsw.gov.au/>, iCare (for Workers Compensation queries) via the [iCare website](https://www.icare.nsw.gov.au/) and NSW Industrial Relations website, <http://www.industrialrelations.nsw.gov.au>

Copies of relevant legislation can be found at www.legislation.nsw.gov.au.

Schedule 3 – Contractor Notification of Completion

Refer to clause 11.2 of the MW21 General Conditions of Contract.

This notification is to be completed and sent to the Principal when, in the Contractor's opinion, the work under the Contract or any Milestone has reached Completion. The requirements of Completion are described below.

Note that the Principal may agree to amend the requirements of Completion for specific Milestones on request by the Contractor.

Completion is defined as 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 (*item 2*);
- (b) it has passed all required tests and is free from any known Defects (aspects of work that do not conform with the Contract) or omissions;
- (c) the Contractor has delivered all required training and provided all the required documents (*refer in particular to Preliminaries clauses 2.3, 2.4, 2.6, 4.1, 4.4, 5.7 (CCEW) & 6.3*); and
- (d) the Contractor has made good the Site and surroundings.

Where the Contract contains Milestones, a separate notice of Completion is required for every Milestone except the last. When the last Milestone reaches Completion, notice of Completion of 'the work under the Contract' is to be submitted.

The Principal may respond to the Contractor's notification using Sample letter 11A. Refer to Sample Letters at <https://buy.nsw.gov.au/resources/mw21>.

Date: »

Contract Name: *Junee Shire Council – Design & Construction of an Executive Home at 37 Hayes Crescent, Junee*

Contract No: *T24-01*

Notification of Completion under Clause 11.2 of the General Conditions of Contract

This is notification that the work under » (*insert 'the Contract' or 'Milestone No #', as applicable*) has reached Completion. I am authorised by the Contractor to issue this notice.

I confirm that all work required to be carried out under » (*insert 'the Contract' or 'Milestone No #', as applicable*) has been completed and the completed Works:

- (a) are capable of use for the purpose stated in the Contract Information item 2;
- (b) have passed all tests required under the Contract; and
- (c) are free from any known Defects or omissions.

I also confirm that for the work that has reached Completion:

- (a) all documents required under the Contract to be provided have been supplied or are provided together with this notice; and
- (b) the Site and surroundings have been made good.

(*amend above points only where agreed with the Principal*)

I request notification of the Principal's determination that the notified work has reached Completion and the date Completion for » (*insert 'the Contract' or 'Milestone No #', as applicable*) was reached;

Signature..... Full name: »

Position/ Title: »

on behalf of : »

(*business name of Contractor*)

Schedule 4 – Special Conditions

Notification: The following changes were initiated and authored by Junee Shire Council (not by the contract owner – NSW Government) following correspondence with the contractor Snowy Valley Council in October 2023. These and other contractual obligations have been agreed and noted in the Memorandum of Understanding instrument, part of this contract document suite (December 2023).

MW21 General Conditions of Contract – Changes

- .1 **16.6 (d)** - the arrangements for each party to lodge ~~\$15,000~~ \$5,000 as initial security for the expert's fees; and.
- .2 **18.1 (b)** - ~~2%~~ 5% of the difference between the Contract Price and the total of all amounts paid and payable to the Contractor under (a).
- .3 **19.4 (b)** - ~~4%~~ 10% of the difference between the Contract Price and the total of all amounts paid and payable to the Contractor under (a).

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

2 Preliminaries

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2 Preliminaries

1 General

1.1 Application

For the avoidance of doubt, all actions and obligations specified in this document are the responsibility of the Contractor unless stated otherwise. Refer to clause 2.1 of the General Conditions of Contract for the relationship between this document and other Contract Documents.

1.2 Electronic Communications

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

1.3 Use of Qualified Designers, Engineers and Specialists

Use persons professionally qualified and experienced in the relevant disciplines when completing the design and documentation of the Works. Use persons registered under the Design and Building Practitioners Act 2020 (NSW) (DBP Act) where required by law. The DBP Act currently includes specific requirements for class 2, 3 & 9c buildings. Refer to: <https://www.fairtrading.nsw.gov.au/news-and-updates/notices/changes-coming-class-3-and-9c-buildings-2023>.

Use only accredited practitioners (fire safety) for functions related to fire systems as specified in the Environmental Planning and Assessment Regulation 2000 (NSW).

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 Use of Qualified Tradespersons

Use qualified tradesperson 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.

1.5 Long Service Levy

The contractor is not required to pay the Long Service Levy:

1.6 Procurement Policy Framework, Supplier Code of Conduct and Industrial Relations Guidelines

The NSW Government Procurement Policy Framework (Procurement Framework) provides a consolidated view of government procurement objectives and requirements as they apply to each step of the procurement process.

The NSW Government Supplier Code of Conduct (the 'Code') outlines the ethical standards and behaviours expected from the Principal and the Contractor.

The New South Wales Industrial Relations Guidelines: Building and Construction Procurement (NSW Guidelines) aims to implement the NSW Government's commitment to greater flexibility and productivity within the State's building and construction industry.

Comply with the Procurement Framework, the Code and the NSW Guidelines. Schedule to Preliminaries – **Compliance with Procurement Policy Framework, Supplier Code of Conduct and Building and Construction Guidelines** applies to the Contract.

Collusive Arrangements

Section 45 of the *Competition and Consumer Act* prohibits anti-competitive conduct.

The Contractor warrants that it has not engaged in any collusive or anti-competitive arrangement or understanding in connection with its tender for, or entry into, the Contract.

1.7 Contractor Performance Reporting

The Contractor's performance may be monitored and assessed in accordance with *Performance management* in the construction section on the buy.nsw website at <https://buy.nsw.gov.au/categories/construction>. Note, an alternative simplified proforma may be used.

1.8 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:

2.2 Contract Program

Not less than 5 Business Days before starting the Works, provide a detailed Contract Program (program) for carrying out the work under the contract, including all documentation and construction activities.

The program must show the logical relationship between activities and events and the sequence of activities which constitute the current critical path.

Submit an updated program monthly, at regular meetings and within 5 Business Days after a request from the Principal. The updated program must incorporate any changes required to achieve Completion in accordance with the Contract.

Software

Submit all Contract Programs as electronic documents. The software used must be the latest version of MS Project or as otherwise agreed with the Principal.

2.3 Work as Executed Drawings

During construction of the Works, progressively prepare work as executed drawings. Ensure the content, accuracy and level of detail of work as executed drawings are equivalent to those in the drawings used for construction.

Submit work as executed drawings for covered services within 10 Business Days of being covered. Submit work as executed drawings showing other work which has been completed within 20 Business Days after completion of that work. Endorse each drawing certifying accuracy and correctness.

Not less than 5 Business Days before Completion is expected to be reached, submit all work as executed drawings in PDF or acceptable CAD electronic format. Ensure that any CAD files submitted will correctly display and print in Microstation. Where required by the Principal, also submit 1 hard copy of all work as executed drawings, on standard sized sheets,

Endorse each drawing to certify its accuracy and completeness. Submit revised work as executed drawings within 5 Business Days after receiving any comments from the Principal.

As a condition of achieving Completion, work as executed drawings, complying with the specification, must be submitted.

2.4 Operation and Maintenance Manuals

General

Produce operation and maintenance manuals written in clear, concise English covering the various building elements, assemblies, equipment, service installations and systems incorporated into the Works. In addition to this Clause - **Operation and Maintenance Manuals**, comply with any detailed requirements contained in the Technical Specification.

Contents

Include the following documents and information:

- **Table of Contents:** A table of contents for each volume.

- **Directory:** Names, addresses, telephone, email and facsimile numbers of the Contractor and relevant subcontractors, suppliers and consultants. Include emergency contact details.
- **Certificates:** Certificates from relevant authorities, copies of manufacturers' warranties and product certificates.
- **Drawings and Technical Data.**
- **Equipment Descriptions.**
- **Operation and Maintenance Procedures:** Operating instructions, including technical maintenance information; preventive and corrective maintenance procedures and manufacturers' technical literature.
- **Maintenance Records:** Records of any maintenance completed by the Contractor.

Format – Electronic Copy

Provide the specified documentation in PDF or equivalent electronic file format.

Submission

Not less than 5 Business Days before Completion of the Works is reached, submit 3 hard copies and 1 electronic copy of the operation and maintenance manuals.

As a condition of achieving Completion, operation and maintenance manuals that comply with the specification must be submitted.

3 Contracting

3.1 Goods and Services Tax

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.

Unless otherwise expressly stated in the Contract, all prices, rates or other sums payable in accordance with the Contract include an amount for GST.

This clause has particular relevance to Clause 13 of the General Conditions of Contract.

Take responsibility for the issue of a tax invoice in respect of any taxable supply the Contractor makes to the Principal and the issue of an adjustment note for any adjustment event. Taxable supply includes construction work which is subject to GST.

Do not issue a tax invoice in respect of any taxable supply the Contractor makes to the Principal, other than under this clause.

Following the submission of a payment claim and the provision of a payment schedule, issue a tax invoice. The tax invoice must:

- be issued within 2 Business Days after the provision by the Principal of the relevant Payment Schedule;
- be for the scheduled amount identified in the Payment Schedule; and
- show the scheduled amount excluding GST, the GST component and the total Scheduled Amount including the GST component.

In circumstances where the Principal is not required to issue a Payment Schedule, including where the amount of a payment claim has been agreed, issue the relevant tax invoice within 2 Business Days of being requested by the Principal.

Each party must be registered for GST and must notify the other party if it ceases to be registered for GST.

Give to the Principal a tax invoice for an excluded supply at or before the time the Contractor invoices the Principal for that supply. Unless otherwise specified, the Principal will issue a tax invoice for each taxable supply it makes to the Contractor.

3.2 Passing of Property and Risk

Property (ownership) for items, including materials, plant, equipment and other goods and things, that are to be incorporated into the Works passes to the Principal when they are so incorporated.

PRELIMINARIES

Unless otherwise specified, items, including materials and things, that are not to be incorporated into the Works (e.g. loose furniture), become the property of the Principal when unloaded on the Site as required by the Contract.

Unless otherwise notified by the Contractor, the Principal considers that the property for these items passes to the Principal free of any encumbrance.

Claim, as appropriate, for the items so transferred in a payment claim under clause 13 of the General Conditions of Contract.

The risk for items, including materials, plant, equipment and other goods and things (incorporated or otherwise) remains with the Contractor until the Completion of the Works in accordance with clauses 4.1 and 4.2 of the General Conditions of Contract.

Personal Property Securities

The Personal Property Securities Act (Cwlth), (PPSA) allows the Principal to register and protect its interests over affected personal property. Refer to Schedule to Preliminaries - **Personal Property Securities** which applies to the Contract.

4 Administration

4.1 Quality Management

Requirement

Comply with the current NSW Government Quality Management Guidelines for Construction (Quality management guidelines - construction procurement) (QM Guidelines). The QM Guidelines are available in the Quality Management section on the buy.nsw website at: <https://buy.nsw.gov.au/categories/construction>.

Inspection and Test Plans

Prepare and implement Inspection and Test Plans (ITPs), complying with the *QM 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 and listed below:

ITP Activity	Inspection Point	Hold or Witness Point
»Please provide your ITP Plan.	»Please note your hold points on your proposed project programme	»
As specified elsewhere in the Contract	As specified	As specified

Not less than 5 Business 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 *QM Guidelines*.

Do not start the applicable construction work before supplying these documents.

Give at least 24 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.

Design Plan

Before starting design work, prepare and implement a Design Plan complying with the *QM Guidelines*. Cover each phase of the design and address the key activities. Provide the Design Plan to the Principal on request.

Conformance records

Submit copies of conformance records as specified, including:

PRELIMINARIES

Conformance records	Time when records are required
Management reports including WHS and Environmental management reports.	No later than the fifth (5th) Business Day of each month, or as otherwise specified.
Waste management progress reports	No later than the fifth (5th) Business Day of every second month
Completed ITPs and checklists, all test results and other quality records.	With each payment claim. Progressively submit checklists, test results and other quality records related to ITPs that are completed over a number of payment periods.
Work as Executed drawings	As per Preliminaries clause - Work as Executed Drawings
Operation and maintenance manuals	As per Preliminaries clause - Operation and Maintenance Manuals
Product and service conformance records.	Not less than 5 Business Days before Completion of the Works is reached.
»	»

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. Alternatively, the Principal may make deductions from payments due to the Contractor for work not carried out.

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 20 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 General Conditions of Contract - 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 10 Business Days after Completion of the whole of the Works is reached or as otherwise agreed by the Principal.
- Do 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 Contractor Representatives

Ensure that, at all times, there is a person appointed to act as the *Contractor's Representative* who can:

- act, in its dealing with the Principal's Authorised Person, with the Contractor's full authority in all matters relating to the Contract;
- be responsible for ensuring the Contractor's obligations under the Contract are met;
- administer the Contract on a day-to-day basis on behalf of the Contractor; and
- receive correspondence, instructions and notifications from the Principal and issue correspondence and notifications to the Principal on behalf of the Contractor.

Within 5 Business Days after the Date of Contract, provide the name and contact details, including e-mail address and mobile phone number of the *Contractor's Representative*. Promptly notify the Principal of any change in those details.

In addition, unless not applicable, within 20 Business Days after the Date of Contract, provide the name and contact details of a *Senior Contractor Representative* who will act with the Contractor's authority in dealings with the Senior Executive under General Conditions of Contract Clause – **Disputes** and as otherwise required.

4.5 Dealing with Modern Slavery

Modern Slavery includes slavery, servitude, forced labour, human trafficking, debt bondage, organ trafficking, forced marriage and the exploitation of children.

Take reasonable steps to ensure that Modern Slavery is not occurring in the operations and supply chains of the Contractor and any entity that the Contractor owns or controls. Implement processes and procedures to identify and manage the risks of Modern Slavery.

Where an actual or suspected occurrence of Modern Slavery is identified in the Contractor's operations or supply chains:

- notify the Principal in writing as soon as possible; and
- take reasonable steps to respond to such occurrence in accordance with any relevant Code of Practice/ Conduct or other guidance issued by the Anti-slavery Commissioner.

Provide to the Principal any information and other assistance, as reasonably requested by the Principal, to enable the Principal to meet its obligations under the Modern Slavery Act 2018 (NSW).

4.6 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

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5.1 Occupied Premises

Principal's Access

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

Specific Requirements

5.2 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, inclusive, but excluding public holidays. 7am and 3pm Saturday's.

The Principal 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.

5.3 Existing Services and Survey Marks

Preventing Unplanned Contact with Live Services

Take responsibility for locating existing services, including underground essential services, and isolating them where necessary to prevent unplanned contact with live services. In doing so, comply with the NSW Government *Construction Work Code of Practice*.

Preventing unplanned disturbance of Survey Marks

Take responsibility for locating, protecting and replacing Survey Marks. Survey Marks include Permanent Survey Marks and Cadastral (Boundary & Reference) Marks.

Locating Existing Services and Survey Marks

Before starting construction work:

- appoint a site manager to be responsible for locating and preventing unplanned contact with existing services and Survey Marks; and

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- verify the precise locations of all underground and other existing services and Survey Marks at the Site, and in areas adjacent to the Site that may be affected by the work under the Contract.

To locate existing services:

- obtain advice from Dial Before You Dig and the owners of the services, (do not rely on WAE or as-built drawings);
- engage a services locator;
- examine the Site and surrounding areas for indications of services; and
- where any service is underground, use pot-holing (or equivalent non-destructive techniques) to locate the service. Ensure all holes are promptly backfilled to reduce safety risks.

To locate existing Survey Marks:

- refer to the information sheet *Protecting Survey Marks* available in *Information sheets* under the Publications tab at: <https://www.spatial.nsw.gov.au>; and
- comply with subsections 1 and 3 of the section *How to protect survey marks – before Works commence* in the above Information sheet.

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

Provide written confirmation to the Principal that these actions have been completed before starting construction work.

Isolation of Existing Services

Before undertaking any work involving cutting into, penetrating, or otherwise breaking into 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 Principal, isolate electrical and gas services for the whole building where work is being carried out, before starting work on existing building services.

Notify the Principal and the appropriate persons within the facility of any proposed disruption of services in sufficient time to enable affected personnel to be informed and any changes to operations to be made. Wherever possible, consult with the Principal 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 (e.g. 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 Principal:

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

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.
- record all changes made to the services on drawings, with sufficient detail to allow changes to be identified.

Removing or replacing Survey Marks

Where Survey Marks are required to be removed or replaced, engage a Registered Surveyor to manage the process in compliance with Surveyor-General's Directions, Direction No. 11, *Preservation of Survey Infrastructure* available under the Surveying tab at:

<https://www.spatial.nsw.gov.au/>

Cost and delay

Where an existing service or Survey Mark obstructs the Works and requires diversion or relocation, take responsibility 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; or
 - an existing Survey Mark is removed, disturbed or destroyed, without authorisation,
- take responsibility for all costs and any delays for repairing or disconnecting the service and/ or replacing the Survey Mark.

Notification

Notify the Principal immediately upon discovering:

- any damaged services or services that obstruct the Works and are not shown in the Contract Documents; or
- any unauthorised removal, disturbance or destruction of Survey Marks.

5.4 Work Health and Safety Management

Specification and Statutory Requirements

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 Regulation 2017* (NSW) (*WHS Regulation*) and the *NSW Government Work Health Safety management guidelines for construction 6th Edition* (*WHS management guidelines*). The *WHS management guidelines* are available on the buy.nsw website at <https://buy.nsw.gov.au/categories/construction>

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

Engagement as principal contractor

Take responsibility for the work under the Contract at all times until Completion. The Contractor is engaged as principal contractor for the work, in accordance with clause 293 of the *WHS Regulation*, and authorised to exercise such control of the workplace as is necessary to discharge the duties of principal contractor under the *WHS Regulation*.

WHS Management Plan

Develop and implement a WHS Management Plan that covers the work under the Contract and complies with the *WHS management guidelines* and *WHS Regulation 2017*.

No later than 10 Business Days before construction work starts, submit the WHS Management Plan, together with checklists (1-12) of *Appendix D – Sample WHSMP Audit Report* from the *WHSM Guidelines*, completed and signed by the Contractor. As a minimum the completed checklists should include page and section references for the relevant listed procedures and activities. Completion of the checklist provides a valuable check of the Contractor's WHS Management Plan.

Do not start construction work before a complying WHS Management Plan has been submitted.

Ensure the following risks are covered in the WHS Management Plan:

- » General Public pedestrian or vehicular access to the site.

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. Refer to and

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incorporate applicable WHS codes of practice from: <https://www.safework.nsw.gov.au/resource-library/list-of-all-codes-of-practice>

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.
- **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, meal facilities and cool, clean drinking water 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 a 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 their current Safety Data Sheets (SDS) with 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 promptly removed from stored or discarded 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 or as otherwise required under AS/NZS 3012:2019.
- **Mobile Plant** - ensure plant is registered with SafeWork NSW when required and operators are appropriately qualified. Plant must be fitted with working hazard lights/ reversing lights and beepers. Refer to relevant SafeWork NSW Codes of Practice.
- **Overhead Power Lines** – comply with the relevant SafeWork NSW Codes of Practice for work near overhead power lines..

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- **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 clause - **Existing Services and Survey Marks**.
- **Working at Heights** - working at heights must be in accordance with SafeWork NSW requirements and guidance, including certification of scaffolding.

Relevant Codes and Guides can be accessed from the SafeWork NSW 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 WHS Management Plan during the previous month.

Contract Details

- Contract name
- Contractor
- Contractor's representative
- signature and date
- period covered

Implementation of *Risk management*

Summary of WHS inspections and tests carried out for:

- plant and equipment
- incoming products
- compliance with and completeness of Risk Assessments, Safe Work Method Statements and Site Safety Rules
- work site conditions including access & exits
- personal protective equipment (PPE)

Implementation of *WHS training*

- updated copy of Induction Register and details of WHS training carried out:

Implementation of *Incident management and corrective action procedures*

Details of:

- WHS incidents or WHS issues, including non-compliance with WHS processes and procedures and near misses
- implementation of incident management
- implementation of corrective action
- WHS statistics for 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*

- updated copy of the register of Safe Work Method Statements
- 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.

Incident Reports

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

Notify the Principal of any notifiable incident and any incident requiring medical treatment or involving lost time as soon as reasonably practicable after the incident..

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

When requested, provide to the Principal 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 SafeWork NSW 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

In compliance with clauses 154-156 of the *WHS Regulation*, ensure that electrical work is not carried out on electrical equipment while the equipment is energised, except when, in accordance with clauses 157–163 of the *WHS Regulation*, 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.

At the completion of electrical work, provide a *Certificate of Compliance – Electrical Work* (CCEW) signed by a licensed electrician, setting out details of the installation work that has been carried out and confirming that the work complies with AS/NZS 3000 and is suitable for its intended use. The provision of the CCEW is a condition of achieving Completion of the relevant Milestone or the Works, as applicable.

Formwork

Comply with the relevant statutory requirements, standards, codes and guidelines in respect of the design, construction and use of formwork, including but not limited to:

- AS 3610-1995 *Formwork for Concrete*; and
- SafeWork NSW *Formwork Code of Practice*.

Ensure that, for both vertical and horizontal formwork, before a concrete pour where:

- the formwork surface is 3 metres or more above the lowest surrounding ground; or
- the area of the formwork surface is 16 square metres or greater,

an independent structural engineer inspects and certifies that the formwork complies with AS 3610–1995 *Formwork for Concrete*. The scope of any certification work must be documented to show what has been inspected and certified.

‘Structural 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 in the design of structures and formwork.

The engineer must not have a conflict of interest as defined in section 29 of the Building and Development Certifiers Act 2018 for registered certifiers.

Include the inspection and certification as actions in Safe Work Method Statements for the erection and use of formwork and as 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.

5.5 Hazardous Substances discovered unexpectedly on Site

Definition

‘Hazardous substances’ are substances, whether solid, liquid or gas, that may cause harm to a person’s health. They include chemicals listed in the Hazardous Chemical Information System (HCIS) documentation published by Safe Work Australia, restricted substances referenced in the NSW Work, Health and Safety Regulation (2017) and substances designated by their manufacturer or other authorities as hazardous.

Asbestos, material containing asbestos, polychlorinated biphenyl (PCB) and lead based paints are hazardous substances. For the purposes of this clause, these substances are referred to as ‘Nominated Hazardous Substances’.

Other substances in certain situations are also considered hazardous and therefore require controlled handling in accordance with statutory requirements. Examples are glues, solvents, cleaning agents, paints, water treatment chemicals and materials containing silica.

Response to unexpected discovery

The requirements of this clause apply when a Nominated Hazardous Substance whose presence is not identified in the Contract Documents is discovered unexpectedly on the Site. General Conditions of Contract clause – **Site Conditions** does not apply.

If any Nominated Hazardous Substance is discovered unexpectedly on the Site, suspend all work that may result in exposure to the substance and notify the Principal immediately of the type of 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. The Contractor may make a claim for entitlements due under clause 10.3 of General Conditions of Contract Clause – **Suspension**.

With the initial notification, or otherwise within 1 Business Day of discovery, submit details including:

- the additional work and resources the Contractor estimates will be necessary to deal with the Nominated Hazardous 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 Nominated Hazardous Substance;
- the Contractor’s estimate of any anticipated delay to Completion; and
- other details reasonably required by the Principal.

In planning and carrying out any work dealing with the Nominated 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.

Control and decontamination

When the Contractor notifies that a Nominated Hazardous Substance has been discovered unexpectedly on the Site, the Principal may:

- continue the suspension of the whole or any part of the work, in accordance with General Conditions of Contract Clause – **Suspension**, until the substance is isolated or removed; or
- instruct the Contractor to take responsibility for the control of the Nominated Hazardous Substance and decontamination of the Site and treat any necessary additional work as a Variation. General Conditions of Contract Clause – **Variations** shall apply. The Contractor’s entitlements under General Conditions of Contract Clause – **Suspension** ceases 1 Business Day after the Principal instructs the Contractor to carry out the Variation.

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

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

5.6 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:

- SafeWork NSW requirements
- SafeWork NSW Code of Practice *How to manage and control asbestos in the workplace*
- SafeWork NSW Code of Practice *How to safely remove asbestos*
- SafeWork NSW Guide *Managing Asbestos in or on Soil*
- *NSW Work, Health and Safety Regulation (2017)*

Comply with the requirements of any Asbestos Management Plan that applies to the Site or the building where removal is taking place.

Notification and Permit

Not less than 5 Business Days prior to starting any asbestos removal work, notify the Principal of the intention to carry out that work. Provide a copy of the asbestos removal contractor’s licence and a copy of any permit required for the work.

Monitoring

For all friable asbestos removal and for non-friable asbestos removal in occupied areas, provide air monitoring by an independent, licensed asbestos assessor:

- on each day during asbestos removal, immediately before asbestos removal work starts; 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.

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6 Environmental Protection

6.1 Environmental Management

Requirement

Comply with the current *NSW Government Environmental Management Guidelines (Construction procurement) (Edition 4) (EM Guidelines)*, available on buy.nsw web site at <https://buy.nsw.gov.au/categories/construction>

Environmental Management Plan

Develop and implement an Environmental Management Plan (EMP) that complies with the *EM 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 EMP.

Submit the EMP no later than 5 Business Days before construction work starts. Do not start construction work before a complying EMP has been submitted.

The EMP must address the following risks:

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This list is not exhaustive and must not be relied upon. 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 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 fifth (5th) Business Day of every second month and a summary report before *Completion* of the Works, addressing the checklist factors/ questions in tables 1 to 5 in Section 3 *Management of waste on construction and demolition projects* of the EPA 'Construction and demolition waste' toolkit available at:

<https://www.epa.nsw.gov.au/your-environment/waste/industrial-waste/construction-demolition>

Note that the provision of the waste management summary report is a condition of achieving *Completion*.

6.3 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 SafeWork NSW or the NSW Environment Protection Authority.

Pest preventive methods must comply with AS 3660.1-2014 Termite management – New building work (except for references to chemical soil barriers), as well as supplementary standards for existing buildings.

7 Materials and Workmanship

7.1 Cleaning up

Ensure:

- all visible external and internal surfaces, including fittings, fixtures and equipment, are free of marks, dirt, dust, vermin;
- unwanted materials, temporary works and debris are removed; and
- unless otherwise agreed, the Contractor's plant, equipment and other temporary construction facilities are removed,

prior to *Completion*.

7.2 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.

7.3 Guarantees

Generally

Obtain, and ensure that Junee Shire Council will have the benefit of, all warranties or guarantees specified in the Contract or offered by suppliers, including warranties or guarantees that are offered to, or obtained by, subcontractors of the Contractor.

8 Schedules to Preliminaries

Schedule 1 Compliance with NSW Procurement Policy Framework, Supplier Code of Conduct and Building and Construction Guidelines

Schedule 2 Personal Property Securities

Schedule 1 – Compliance with NSW Procurement Policy Framework, Supplier**Code of Conduct and Building and Construction Guidelines**

Refer to Preliminaries Clause – **Procurement Policy Framework, Supplier Code and Industrial Relations Guidelines**

Terminology

1. In addition to terms defined in this document, terms used in this Schedule have the same meaning as is attributed to them in the New South Wales Industrial Relations Guidelines: Building and Construction Procurement (NSW Guidelines) (as published by the NSW Treasury July 2013 and updated September, 2017). The NSW Guidelines are available at www.industrialrelations.nsw.gov.au.

In particular, as stated in clause 3.1 of the NSW Guidelines; any relevant document or procedure referencing the Implementation Guidelines to the NSW Code of Practice for Procurement: Building and Construction - means a reference to these reissued Guidelines. Relevant documents may include but not are limited to: a Practice Direction, a workplace relations management plan or a model contract clause.

2. Note the NSW Government Supplier Code of Conduct (the ‘Code’) replaced the NSW Government Code of Practice for Procurement in February, 2020. The Code is available at www.buy.nsw.gov.au/policy-library/policies/supplier-code-of-conduct.
3. The NSW Government Procurement Policy Framework (Procurement Framework) applies to the procurement of goods and services of any kind including construction. The framework identifies the requirements that apply to tendering, managing contracts and supplier relationships. The Procurement Framework is available at www.buy.nsw.gov.au/policy-library/policies/procurement-policy-framework.
4. For clarity, if there is an inconsistency between the requirements of the above documents and the Contract, the Contract shall take precedence to the extent of any inconsistency. Where the Contractor becomes aware of such an inconsistency, it should notify the Principal accordingly.

Primary Obligation

5. The parties must comply with and meet any obligations imposed by the Code and the NSW Guidelines.
6. The Contractor must notify the Construction Compliance Unit (CCU) and the Principal of any possible non-compliance with the Code and NSW Guidelines and of remedial action taken, within 24 hours of becoming aware of the possible non-compliance.
7. 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, including that the Subcontractor or Consultant must at all times comply with, and meet any obligations imposed by, the Code and the NSW Guidelines.
8. 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 Code or NSW Guidelines.

Access and information

9. The Contractor must maintain adequate records of compliance with the Code and NSW Guidelines by it, its Subcontractors, Consultants and related entities.
10. 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 Code and NSW Guidelines, by the Contractor, its Subcontractors, Consultants, and related entities.

PRELIMINARIES

11. 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

12. 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 Code or NSW Guidelines that would have precluded it from responding to a procurement process for work to which the Code and NSW Guidelines apply.
13. If the Contractor does not comply with, or fails to meet any obligation imposed by the Code or NSW Guidelines, a sanction may be imposed against it in connection with the Code or NSW Guidelines.
14. 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 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 Code and NSW Guidelines apply.

Compliance

15. The Contractor bears the cost of ensuring its compliance with the 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.
16. Compliance with the 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 Code and NSW Guidelines.
17. Where a change in the contract or works is proposed, and that change may, or may be likely to, affect compliance with the 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 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 (WHS) Management Plan); and
- the Principal will endeavour to direct the Contractor as to the course it must adopt within 10 *Business Days* of receiving the notice.

Schedule 2 – Personal Property SecuritiesRefer to Preliminaries Clause – **Passing of Property and Risk**

The Personal Property Securities Act (Cth), (PPSA) regulates personal property security interests. Personal property is all property other than land, fixtures (materials plant, equipment and other goods incorporated into the Works) and rights (e.g. water rights). The PPSA allows the Principal to register and protect its interests over affected personal property. It has application to unfixed materials that have an encumbrance (mortgage, charge, lien, title retention, trust, power or other security interest) and in termination.

1. In these clauses:

PPS Act means The *Personal Property Securities Act 2009* (Cth).

PPS Law The PPS law comprises:

- .1 the Personal Property Securities Act 2009 (Cth) (PPS Act);
- .2 any regulations made at any time under the PPS Act; and
- .3 any relevant amendment made to other legislation as a consequence of the PPS Act and regulations made under the PPS Act.

Security Interest means a security interest for the purposes of the PPS Law.

2. The Contractor acknowledges and agrees that if this Contract and the transactions contemplated by it, operate as, or give rise to, a Security Interest, the Contractor must do anything (including amending this Contract or any other document, executing any new terms and conditions or any other document, obtaining consents, getting documents completed and signed and supplying information) that the Principal considers necessary under or as a result of the *PPS Law* for the purposes of:
 1. ensuring that the Security Interest is enforceable, perfected or otherwise effective and has the highest priority possible under *PPS Law*;
 2. enabling the Principal to apply for any registration, or give any notification, in connection with the Security Interest, including the registration of a financing statement or financing change statement; or
 3. enabling the Principal to exercise rights in connection with the Security Interest and this Contract.
3. The Contractor acknowledges that the Principal may register one or more financing statement(s) on the Personal Property Securities Register established under s147 the PPS Act.
4. The Contractor:
 1. waives its rights under sections 95, 118, 121(4), 125, 130, 132, 135, 142 and 143 of the PPS Act;
 2. agrees that the application of Part 4.3 (other than sections 123, 124, 126, 128, 129(1), 133, 134(1) and 136) of the PPS Act is contracted out of if that Part would otherwise have applied by virtue of section 116(2) of the PPS Act; and
 3. waives its right to receive notice of a verification statement under section 157 of the PPS Act.

END OF SECTION – PRELIMINARIES



Scope of Works For

Junee Shire Council

Design & Construction of an Executive Home

37 Hayes Crescent, Junee, NSW, 2663

3-1 Summary

Council is tendering for the design and construction of 300m² – 350m² executive home with a 4-bedroom, 2-bathroom residence and double garage at 37 Hayes Crescent, Junee, NSW, 2663. The residence should include living spaces suitable for an executive home including dining, kitchen, and lounge. The external areas should include a fully landscaped yard including irrigation and established gardens and lawn area. The tender response should include return of all required schedules including an itemised price and a lump sum price.

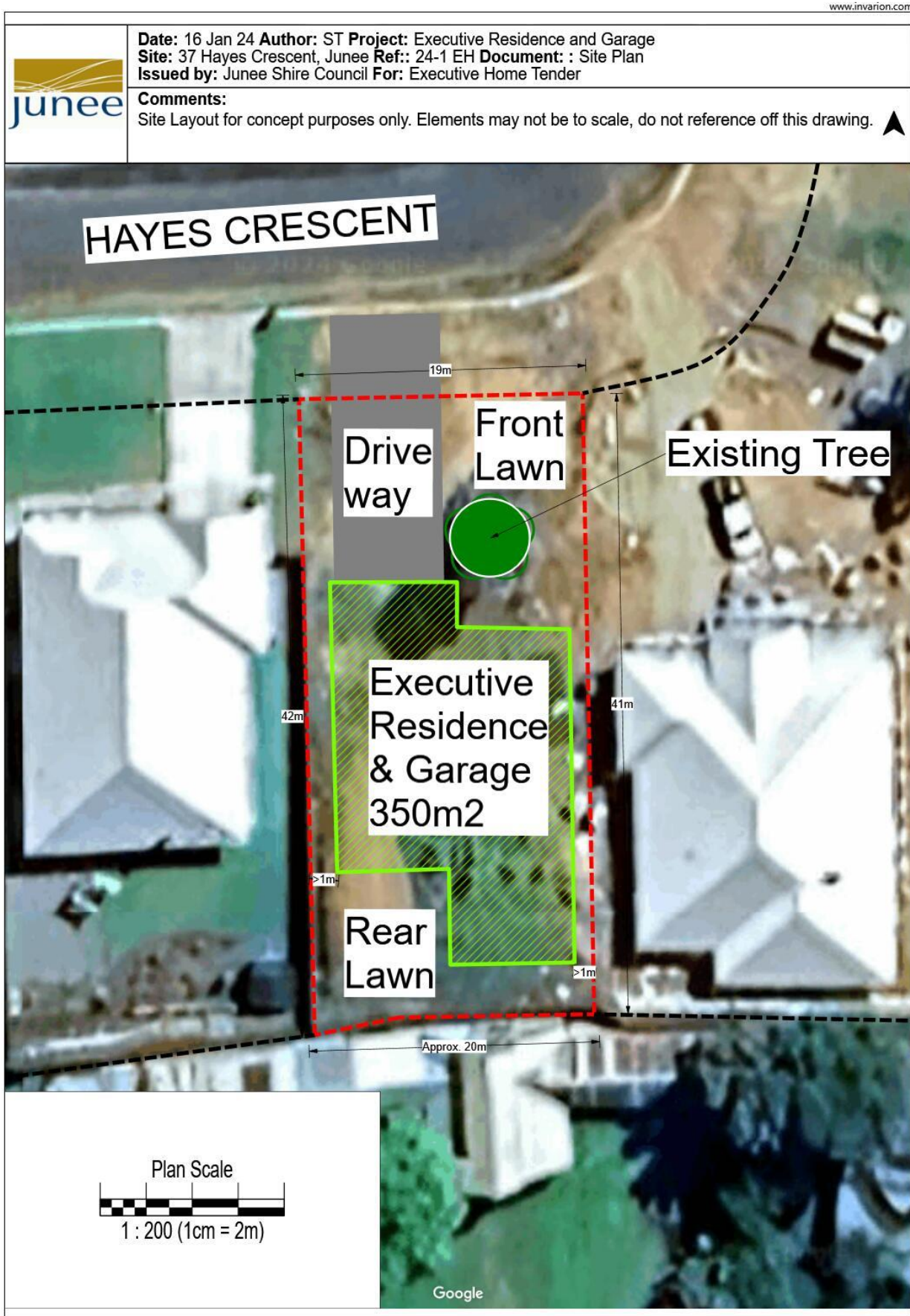
Key items the accepted tenderer will need to deliver during the tender period, include the following:

- Development Application Documentation
- Construction Certificate Documentation
- Establishing Service Connections
- Earthworks, Slab and Footing construction
- Framework and bracing.
- Internal fit out.
- External fit out.
- Landscaping and gardens.

The consideration of all design and documentation to achieve a development assessment (DA), Construction Certificate (CC). The response should include all details of the construction required to obtain Occupation Certificate (OC) on the residence and include a fully landscaped yard.

3-2 Site Plan

A site plan of the proposed site and residence shown below:



3-3 Development Application Documentation:

Development Application documentation should include the following items:

- Site survey
- Statement of Environmental Effects (SEE).
- BASIX Certificate or appropriate energy efficiency assessment.
- Landscape and site drainage plans
- Site Classification Report (Geotechnical Investigation)
- Full architectural design drawings including a site plan, proposed garage and driveway access, residence floorplans, roof plan and elevations.
- All other design and documentation required to obtain development application approval.
- Payment of all related fees and charges.
- The contractor must provide the certificate of insurance prior to the commencement of work and request for any payment. Evidence is to be supplied by either an original or certified copy of the full insurance policy or certification from insurers to show that each policy is current.

3-4 Construction Certificate Documentation:

Construction Certificate documentation should include the following items:

- Slab and footing design and documentation for the proposed residence and garage designed in accordance with the most recent edition of AS2870 – Residential slabs and footings
- Framework design documentation for the proposed residence and garage designed in accordance with the most recent edition of AS1684 – Residential Timber Framed Construction (for timber framing) or AS/NZS 4600 – Cold formed steel structures (for steel framing).
- Steel beams designed in accordance with the most recent edition of AS4100 – Steel Structures (as required)
- Bracing design documentation in accordance with AS/NZS1170- - Structural Design Actions.
- Plumbing and Drainage design documentation in accordance with AS/NZS3500 Plumbing and Drainage.
- All other design and documentation required to obtain construction certificate approval.
- Payment of all related fees and charges.

3-5 Establishing/Confirming Services Connections:

The tender should allow to obtain and pay for all connections/approvals relating to the development. Some key approvals required include:

- Section 138 Approval for Driveway Access
- Section 68 approval for Sewer Connection
- Water connection
- Electricity connection
- Gas connection
- NBN connection (Fibre to the node)

Additional to the external connections a 5kw Solar System should be installed on the property with all relevant connections.

3-6 Earthworks, Slab and Footing construction

- AS2870 – Residential slabs and footings
- AS/NZS3500 Plumbing and Drainage.

3-7 Bracing and Framework

- AS1684 – Residential Timber Framed Construction (for timber framing) or AS/NZS 4600 – Cold formed steel structures (for steel framing).
- AS/NZS1170- - Structural Design Actions.

3-8 Internal Fit out:

Internal fit out should be designed to provide the light and energy efficiency for the residence and be compliant with the National Construction Code (NCC) including the Building Code of Australia (BCA). The following

Main Bathroom:

- Recessed wet areas with tiled floors.
- Waterproofing compliant with AS3740
- Plumbing compliant with the Plumbing Code of Australia and AS/NZS3500 Plumbing and Drainage
- Walk in shower with Glass panels.
- Bath
- Large Vanity
- Stainless steel shower heads and taps

Kitchen:

- Laminate benchtop
- Soft touch cupboards, under and over benchtops.
- Walk in pantry.
- Stainless steel sink
- Dishwasher
- Oven (min 600 wide, fan forced)
- Fridge

Main bedroom:

- Walk in robe
- Ensuite
- Floor area sufficient to allow for king bed with bedside tables and dresser.

Ensuite (2nd Bathroom)

- Ensuite style access
- Recessed wet areas with tiled floors.
- Waterproofing compliant with AS3740 Waterproofing of wet areas in residential buildings.
- Plumbing compliant with the Plumbing Code of Australia and AS/NZS3500 Plumbing and Drainage
- Walk in shower with Glass panels.
- Small Vanity
- Stainless steel shower heads and taps

All rooms:

- Internal lining (Gyprock walls, ceiling)
- Lighting as per BCA requirements
- Insulation as per BCA requirements.
- Electrical connections in accordance with AS3000 Electrical installations and wiring rules.
- Double glazed windows
- Floor coverings to all living spaces and carpeted floor coverings in bedrooms
- Reverse cycle air conditioning/heating system to service all living spaces.
- Ceiling fans in all bedrooms.
- Light fittings to all rooms
- Built in wardrobes to all rooms (excluding master bedroom)

3-9 External Fit out:

External fit out should be designed to provide the light and energy efficiency for the residence and be compliant with the National Construction Code (NCC) including the Building Code of Australia (BCA). The following standard

- Corrugated “Colorbond” or equivalent steel roofing, gutters and trimming.
- Brick veneer residence with vertical joints to manage brick growth/movement where appropriate.
- External covered paved alfresco area.
- Reinforced concrete driveway designed in accordance with AS3600 Concrete Structures
- 5 Kw solar system

3-10 Landscaping and Gardens

The landscaping, gardens and external structures should include the following:

- Paved walkway to first 1m around residence/garage.
- Landscaped garden to front and rear with native plants and shrubs.
- 2 – 3 raised garden beds
- Small garden shed, 3m x 3m minimum area on a reinforced concrete slab.
- Established automated irrigation system for all gardens, including lawn area.
- Established lawn area (i.e. Turf or equivalent).
- Hills hoist close line
- Letterbox



Schedule of Costs For

June Shire Council

Design & Construction of an Executive Home

37 Hayes Crescent, June, NSW, 2663

	Tender Price
Development Application	
Site survey	
Statement of Environmental Effects (SEE).	
BASIX Certificate or appropriate energy efficiency assessment.	
Site Classification Report (Geotechnical Investigation)	
Architectural design drawings	
Landscape and site drainage plans	
Fees and charges	
All other design and documentation for DA approval.	
Development Application Total	
Construction Certificate	
Slab and footing design and documentation	
Framework, Beams and Bracing design documentation	
Plumbing and Drainage design documentation	
Fees and charges	
All other design and documentation required to obtain CC approval.	
Construction Certificate Total	
Establishing/Confirming Service Connections	
Section 138 - Driveway	
Section 68 - Sewer Connection	
Water connection	
Electricity connection	
Gas connection	
NBN connection (Fibre to the node)	
5Kw Solar System	
Service Connections Total	
Construction	
Earthworks (Cut/Fill)	
Plumbing and Drainage	
Slab and Footings	
Framework	
External brick veneer	
Roof Cladding, Gutters, and Stormwater	
External Doors & Windows	
All other items to achieve residence lock-up	
Lock up Total	

Internal Fitout	
Insulation	
Internal lining	
Floor coverings - living	
Floor coverings - bedrooms	
Electrical - services and connections	
Electrical – fit out and switches	
Wet area waterproofing and plumbing	
Main Bathroom – Shower installation including plumbing	
Main Bathroom – Vanity installation including plumbing	
Main Bathroom – Bath installation including plumbing	
Ensuite – Shower installation including plumbing	
Ensuite – Vanity installation including plumbing	
Walk in Wardrobe - fitout	
Built in wardrobes	
Kitchen – Cupboards and Benches	
Kitchen – Oven and rangehood	
Kitchen – Dishwasher	
Kitchen – Sink and plumbing	
Kitchen – Fridge	
Lighting all rooms including fittings	
Airconditioning and heating systems	
Ceiling fans	
All other internal fitout items.	
Internal Fitout Total	
Outdoor/Landscaping	
External covered paved alfresco area.	
Reinforced Concrete Driveway and layback	
Paved walkway to first 1m around residence/garage.	
Landscaped garden to front and rear with native plants and shrubs.	
2 – 3 raised garden beds	
Small garden shed, 3mx3m minimum area on a reinforced concrete slab.	
Established automated irrigation system for all gardens, including lawn area.	
Established lawn area (i.e. Turf or equivalent)	
Hills hoist close line	
Letterbox	
All other outdoor items	
Outdoor Landscaping Total	
Total Tender Price	



Date: 16 Jan 24 Author: ST Project: Executive Residence and Garage
Site: 37 Hayes Crescent, Junee Ref: 24-1 EH Document: : Site Plan
Issued by: Junee Shire Council For: Executive Home Tender

Comments:

Site Layout for concept purposes only. Elements may not be to scale, do not reference off this drawing. ▲

