

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 7.2 of the General Conditions of Contract for the relationship between this document and other Contract Documents.

1.2 Electronic communications

The parties agree and consent that 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 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 tradespersons 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 Licences, consents and approvals

The Principal has obtained the licences, approvals and consents for the Site and the Works as listed in Contract Information item 14. Refer to General Conditions of Contract clause 12 - **Statutory Requirements** for Contractor responsibilities.

1.6 Certification of compliance with building and fire regulations

Appoint a Principal Certifier and advise the Principal of his/ her name and qualifications prior to the commencement of construction. Provide a certificate obtained from a Consultant appropriately accredited as an Accredited Certifier in accordance with the *Environmental Planning and Assessment Act 1979* (NSW) stating that the Works fully comply with all applicable building and fire regulation *Statutory Requirements*.

1.7 Contractor performance reporting

During the course of the Contract, the Contractor's performance may be monitored and assessed in accordance with *Performance management* in the construction section of the buy.nsw website at <https://buy.nsw.gov.au/categories/construction>

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 other 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 government agency or local government authority as privileged under the *Defamation Act 2005* (NSW). 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 Inclusions in Contractor's documents

The *Contractor's Documents* must include, without limitation:

- Methodology
- Construction Program showing the critical path
- Site Specific WHS Management Plan (WHSMP);
- Quality Management Plan (QMP) and Inspection & Test Plans (ITPs);
- Construction Environmental Management Plans (CEMP). As a minimum CEMP must contain the following Sub-Plans:
 - a. Waste Management Plan;
 - b. Emergency/Evacuation Plan
- all other items referenced in in General Conditions of Contract clause 39.9

2.2 Work as executed drawings

All Drawings forming part of this Contract (Design Drawings provided by the Principal), after the completion of the construction of the Works, shall be amended by the Contractor to show in detail the Work-as-Executed (WAE) condition. Amendments necessary to depict Work-as-Executed details shall be carefully and accurately prepared.

Draft digital WAE Drawings in PDF format shall be submitted for review to the Principal. Final WAE Drawings shall be submitted within two (2) weeks after receiving feedback on the draft plans from the Principal.

Final Work-as-Executed Drawings are required prior to contract date for completion.

Final Work-as-Executed Drawings shall be submitted in PDF, AutoCAD (*.dwg) and *.dxf formats.

Drawings are to be clearly drawn to scale and shall specifically relate to the constructed Works. Drawings of a generalised nature applicable to a number of models or equipment types are not acceptable.

Drawings are to be prepared and submitted with border and title block layouts similar to the Drawings used under the Contract.

2.3 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. Comply with this Clause - **Operation and Maintenance Manuals** and 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 – Hard Copy

Bind each copy of the manuals in A4 size, 4 ring binders, no more than 75 mm thick, with durable, commercial quality, hard plastic covers. Limit the filling of binders to 85% of capacity. Index each binder and mark the spine and cover with relevant building elements. Divide and subtitle each section. Number all pages. Include manufacturers' printed data and associated diagrams.

Format – Electronic Copy

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

Submission

Not less than 7 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.

2.4 Contract Program Progress Report

Submit by the 5th *Business Day* of the month, a progress report comparing the current *Contract Program* provided in accordance with clause 22.3.1 of the General Conditions of Contract - **Contract Program** with the *Contract Program* provided for the previous month. Include the following in the report:

- reasons for any change in the *Scheduled Progress* of significant activities and any proposed steps to make good any shortfall in *Scheduled Progress*;
- reasons for any divergence in activity logic or sequencing in the *Contract Program*, including where the *Contract Program* has been updated due a change in scheduling;
- any changes in the critical path and the reasons for those changes; and
- any critical path activities which are being delayed or at risk of being delayed due to an act of the Principal.

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.

3 Administration

3.1 Quality management requirements

Quality Management System

Maintain the Contractor's Quality Management System. Obtain evidence from proposed subcontractors and certify that subcontractors' quality management systems meet the requirements of the Contractor's Quality Management System.

Quality Management Plan

Develop and implement a Quality Management Plan that complies with the current NSW Government Quality Management Guidelines for Construction (*Quality management guidelines - construction procurement*) (*QM Guidelines*). The *QM Guidelines* are available on the Buy.nsw website at <https://buy.nsw.gov.au/categories/construction>

Submit the Quality Management Plan to the Principal within the time stated in Contract Information item 15C together with *Appendix C -Quality Management Plan Assessment Checklist* from the *QM Guidelines*, completed by the Contractor, with cross-referencing of the AS/NZS ISO 9001:2016 clause numbers to the Contractor's Quality Management Plan.

Completion of the checklist provides a valuable check of the Contractor's Quality Management Plan.

The Quality Management Plan must cover the relevant elements of the Contractor's Quality Management System and include an index of the Contractor's quality procedures and proposed Inspection and Test Plans and associated checklists.

Include a schedule of internal audits for the Contract. Submit a copy of each audit report within 14 days of the date of audit.

Managing work quality

Prepare and implement Inspection and Test Plans, complying with the *QM Guidelines*, incorporating the Hold and Witness points specified in the Contract.

Submit copies of Inspection and Test Plans and checklists not less than 7 days before commencing the work to which they apply. Also submit certification that the relevant quality management plans and Inspection and Test Plans of subcontractors and Consultants meet the requirements of the *QM Guidelines*. Do not start any work before the relevant documentation is submitted.

Give at least 24 hours notice prior to reaching a Hold or Witness point.

Do not proceed beyond a Hold point without endorsement by the Principal.

The Principal, at its discretion, may inspect the work at a Witness point, but work may proceed without endorsement.

Endorsement by the Principal at a Hold or Witness point does not release the Contractor from its obligations to achieve the specified requirements of the Contract.

The Principal, at its discretion, may undertake surveillance (monitoring) of any or all work associated with the Contract.

Conformance records

Submit copies of *Conformance Records* as specified, including:

Conformance Records	Time when records are required
Management reports including WHS and environmental monthly reports	No later than the fifth (5th) <i>Business Day</i> of each month, or as otherwise specified.
Completed Inspection & Test Plans and associated checklists	With each <i>Payment Claim</i> . Quality records for work completed over multiple payment periods must be submitted progressively.
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 7 days before <i>Completion</i> of the Works is reached.

Failure to Comply

If the Contractor fails to comply with the requirements of 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.

3.2 Audit and review

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

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

4 Site

4.1 Order of work

The Works are to be completed in the following order:

The entire scope of works is to be completed under the contract. The tenderers proposed order of works is to be detailed within the tender submission, Schedule of Program information.

4.2 Site access and limitations

Site access conditions applying to the work under the Contract are:

- The Contractor shall be responsible for the proper maintenance of all access points used throughout the duration of the Contract and the reinstatement upon completion of the Works
- The Contractor shall ensure that safe access is maintained for the Principal's personnel and representatives and other Contractors onto the work sites.
- Adequate signage and fencing at work sites shall be provided by the Contractor to advise the public of the Works and to prevent pedestrian and vehicle access whilst construction work is being undertaken
- The Contractor shall so organise its work that at all times there is adequate and safe access for traffic to properties adjacent to and for traffic along all streets and roads.
- Written permission from the Principal shall be obtained by the Contractor for any occasion where pedestrian or vehicular traffic access to any premises is to be blocked for more than 15 minutes.
- Following approval from the Principal, the Contractor shall be responsible for providing written notice to the property owner, tenant or business proprietor at least 24 hours prior to the interruption of access. The notice should advise the reason for the interruption of access, whether it shall affect pedestrian or vehicular access and the expected duration of the interruption.
- Should unexpected interference occur or be required for emergency reasons, the Contractor shall immediately communicate this to the affected property owner/s, tenant/s or business proprietor/s, and do everything reasonably possible to reinstate access as soon as possible.
- The Contractor shall provide facilities for the use of public and private traffic in the manner of temporary bridging etc., as directed by the Principal.

4.3 Existing services

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 *Code of Practice Construction Work* available on the Safework NSW website.

Locating Existing Services

Before starting construction work:

- appoint a Site manager or Contractor's representative to be responsible for locating and preventing unplanned contact with existing services; and
- verify the precise locations of all underground and other existing services at the Site, and in areas adjacent to the Site that may be affected by the work under the Contract.

To locate existing services, a combination of different methods should be used, including:

- 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).

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

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 agreement 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. 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 services, 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 the Contract as follows:

- if the service is to be continued: repair, divert or relocate as required;
- 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.

Cost and Delay

Where an existing service obstructs the Works and requires diversion or relocation, bear all resulting costs and delays except to the extent that there is an entitlement 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, bear all costs and any delays for repairing or disconnecting the service.

Notification

Notify the Principal immediately upon discovering any damaged services or services that obstruct the Works and are not shown in the *Principal's Documents*. Refer to the definition of *Principal's Documents* with regard to services included in documents prepared by the Principal.

4.4 Protection of Survey Marks

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 and protecting Survey Marks

Before starting construction work:

- appoint a Site manager or Contractor's representative to be responsible for locating, documenting, protecting and replacing Survey Marks;
- verify the precise locations of all Survey Marks likely to be affected by carrying out work under the Contract, including in areas outside the Site, by:
 - referring to publications by the NSW Department of Consumer Services (DCS) - Spatial Services, particularly the information sheet *Protecting Survey Marks* available in *Information sheets* under the Publications tab at: <https://www.spatial.nsw.gov.au/>;
 - complying with subsections 1 and 3 of the section *How to protect survey marks – before Works commence* in the above Information sheet;
 - utilizing the services of a Registered Surveyor where Survey Marks, including Cadastral Marks, are not readily identified or are likely to be disturbed during searches.
- document the locations of Service Marks (if any) on the site plan showing existing services that is provided to subcontractors. Extend the plan, as required, to show Survey Marks outside the Site that may be affected by work under the Contract; and
- provide written confirmation to the Principal that this action has been completed before starting construction work.

Disturbing or removing Survey Marks

Where Survey Marks are required to be removed, disturbed 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/>

Notification

Notify the Principal immediately upon discovering any unauthorised removal, disturbance or destruction of Survey Marks. Utilize the services of a Registered Surveyor to notify the Surveyor General and receive advice, as required, on further action(s) regarding the replacement or re-establishment of the affected Survey Marks.

4.5 Work health and safety management

Design

There are obligations under section 22 of the WHS Act, for persons who design plant, substances and Structures. Consult with the Principal to identify any risks to health and safety arising from the design.

Ensure, in carrying out the design that, so far as is reasonably practicable, the *Works* and *Temporary Work*, including all structures and plant, are designed to be without risks to anyone who constructs, uses, maintains, or demolishes the *Works* and *Temporary Work*.

When undertaking design, carry out any calculations, analysis, testing or examination that may be necessary to eliminate or minimise risks. Provide current relevant information on any risks arising from the design to anyone who constructs the *Works* and *Temporary Work*.

Provide a Safe Design Report for design carried out for the *Works* and *Temporary Work*, particularly the design of any structures and plant. Record any hazards not eliminated in the design that may impose a risk to those constructing, using, maintaining or demolishing the *Works* and *Temporary Work*.

Provide an updated copy of the Safe Design Report to the Principal at *Completion* or at the date the Works commence being occupied or taken over, whichever is earlier.

WHS Management Plan

Develop and implement a WHS Management Plan that covers the work under the Contract and complies with the NSW Government *Work Health and Safety Management Guidelines for Construction 6th Edition (WHSM Guidelines)*.

Submit the WHS Management Plan to the Principal within the time stated in Contract Information item 15A, 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.

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

- Site specific safety hazard risk assessment
- Electrical services (underground and overhead)
- Underground concealed services
- Environment (dust, climate)
- Moving plant and machinery
- Weather

This list of risks is not exhaustive and must not be relied upon by the Contractor. Undertake a detailed analysis of all work health and safety risks involved with work under the Contract.

Include a program indicating the timetable and resources allocated for *Inspection, testing and servicing* and *Internal review* (*WHSM Guidelines*, refer to appendix D checklist for elements 7 and 11).

Nominate the resources allocated for *Incident management and corrective action* (*WHSM Guidelines*, refer to appendix D checklist for element 8).

Consult with all occupiers of the Site to coordinate the Contractor's emergency and evacuation plan with their emergency and evacuation plans.

WHS Management Monthly Report

No later than the fifth (5th) *Business Day* of each month, submit a WHS Management Monthly Report, detailing *Inspection, testing and servicing* activities, *Internal reviews* and *Incident management and corrective action*, as evidence of the implementation of the WHS Management Plan during the previous month.

As a minimum, the WHS Management Monthly Report must include the following information:

Contract Details

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

Implementation of *Inspection, testing and servicing* procedures

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 access and exits
- personal protective equipment (PPE)

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 Internal Reviews

Details of internal reviews, including audits and inspections, undertaken to verify that on-site WHS processes and practices conform with the WHS Management Plan including:

- System element(s) and activities audited and/or reviewed
- Non-conformance(s), improvement(s) identified and corrective action(s) taken
- Details of auditors and reviewers and dates and durations of audits and reviews
- Copies of third party audit reports and details of the Contractor's responses to the reports.

Incident Reports

Ensure compliance with the notification and other requirements of the *Work Health and Safety Act 2011* (NSW) sections 35-39 for any notifiable incident, including immediate notification to SafeWork NSW.

Notify the Principal of any notifiable incident and any incident requiring medical treatment or involving lost time as soon as possible 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 *Work Health and Safety Act 2011* (NSW) 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 *Work Health and Safety Regulation 2017* (NSW), ensure that electrical work is not carried out on electrical equipment while the equipment is energised, except when, in accordance with clauses 157-162 of the *Work Health and Safety Regulation 2017* (NSW), 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 horizontal and vertical 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 meets design specifications and 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 professional engineering experience 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.

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.

4.6 Hazardous substances discovered unexpectedly on the 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 – **Principal’s suspension** to the extent that it was required to prevent such exposure.

With the initial notification, or otherwise within 1 *Business Day* of discovery, submit details, to the extent available, 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 the anticipated effect on *Contractual Completion Dates*; and
- other details reasonably required by the Principal.

In planning and carrying out any work dealing with the Nominated Hazardous Substance, the Contractor must take all reasonable steps to:

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

Control and decontamination

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

- suspend the whole or any part of the work, in accordance with General Conditions of Contract clause - **Principal's 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*.

Where required, under the Contract or following an instruction from 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 Environment Protection Authority or Waste Service NSW may advise suitable disposal sites.

4.7 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 *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 7 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.

4.8 Signboard

No sign board is required. The contractor is to provide site signage detailing 24hr contact name and phone number.

5 Environmental protection

5.1 Environmental management

Environmental Management Plan

Develop and implement an Environmental Management Plan that complies with the current NSW Government *Environmental Management Guidelines (Construction procurement) (Edition 4) (EM Guidelines)*. The *EM Guidelines* are available on the Buy.nsw website at: <https://buy.nsw.gov.au/categories/construction>.

The Environmental Management Plan must include but not limited to:

- Excavation near trees
- Noise
- Air Quality
- Erosion and sediment control
- Noxious Weeds
- Indigenous Heritage
- Waste management
- Traffic Controls
- Plant and Equipment (Operation and Maintenance)
- Fire Management
- Complaints Handling and
- Incident Reporting

This list of risks is not exhaustive and must not be relied upon by the Contractor. Undertake a detailed analysis of all environmental risks under the Contract.

Submit the Environmental Management Plan to the Principal within the time stated in Contract Information item 15D, together with *Appendix B – Environmental Management Plan Review Checklist* from the *EM Guidelines*, completed and signed by the Contractor. Completion of the checklist provides a valuable check of the Contractor's Environmental Management Plan.

Environmental Management Monthly Report

No later than the fifth (5th) *Business Day* of each month submit an Environmental Management Monthly Report, signed by the Contractor's representative and including the information specified below, as evidence of implementation of the Environmental Management Plan.

Contract Details:

- | | |
|-------------------------------|----------------------|
| • Contract name | • signature and date |
| • Contractor | • period covered |
| • Contractor's Representative | |

Implementation of environmental management - details of:

- | | |
|---|-------------------------------------|
| • environmental risks and opportunities | • significant environmental impacts |
| • environmental objectives, targets and measures of performance (where practical) | |
| • management actions, including environmental controls, training, inspections and testing | |

Implementation of incident management, including emergency response - details of:

- environmental incidents or emergencies
- non-compliance with environmental procedures and near misses
- implementation of incident and emergency response management
- implementation of corrective action.

Implementation of reviews - details of internal reviews, audits and inspections undertaken to verify that on-Site environmental processes and practices conform with the Environmental Management Plan, including:

- monitoring, measurement, evaluation and review of activities;
- the consequences of non-conformances;
- investigation, analysis, evaluation and follow-up verification; and
- corrective and preventive action taken.

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.

5.2 Ecologically sustainable development

Requirement

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

Restricted timbers

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

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

5.3 Waste management

Requirement

Implement waste minimisation and management measures, including:

- recycling and diverting from landfill surplus soil, rock, and other excavated or demolition materials, wherever practical;
- 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*.

Submit, with the progress and summary report, the waste disposal certificates and/or company certification confirming appropriate, lawful disposal of waste.

5.4 Pest control

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

Chemical treatments may be used in existing buildings only as a last resort for the eradication of pest and termite infestations. Chemical pesticides used for this purpose must be registered by the Australian Pesticides and Veterinary Medicines Authority 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.

6 Materials and workmanship

6.1 Standards

Where the Contract requires compliance with a standard or code, unless otherwise specified that standard or code shall be the one current at the closing date for 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.

6.2 Cleaning up

Make good the Site and surroundings and 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 temporary construction facilities are removed,

prior to *Completion*.

The Contractor shall be liable for the cost of cleaning up any equipment, facility or land that becomes polluted or contaminated as a result of the Works.

6.3 Samples

Match any approved samples throughout the Works. Do not commence work that requires approval of samples until the samples have been approved. Keep approved samples in good condition on the Site until *Completion*.

6.4 Testing

Independent Testing Authority

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

6.5 Proprietary items

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

An alternative may be offered to any proprietary item. Apply in writing for approval to use the alternative. Provide details, including sufficient technical information, to describe how, if at all, the alternative differs from the proprietary item and how it would affect other parts of the Works, including performance and operation.

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

- use of the alternative must not directly or indirectly result in any increase in the cost to the Principal of the Works;

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

END OF SECTION – PRELIMINARIES