

2 Preliminaries

Table of Contents

1	General	1
1.1	Application	1
1.2	Electronic communications.....	1
1.3	Use of Qualified Designers, engineers and specialists.....	1
1.4	Use of Qualified Tradespersons.....	2
1.5	Licences, consents and approvals	2
1.6	Exchange of information between government agencies.....	2
2	Documents	2
2.1	Work as executed drawings	2
2.2	Operation and maintenance manuals	2
2.3	Contract Program Progress Report	3
3	Contracting	4
3.1	Payment claims for lump sum items	4
3.2	Priced Builder's Bill Of Quantities.....	4
4	Administration	4
4.1	Quality management requirements	4
4.2	Audit and review.....	5
5	Site	5
5.1	Order of work	5
5.2	Site access and limitations	5
5.3	Occupied premises.....	6
5.4	Existing services	6
5.5	Protection of Survey Marks	7
5.6	Work health and safety management	8
5.7	Hazardous substances discovered unexpectedly on the Site	10
5.8	Asbestos removal.....	11
5.9	Principal's site office	12
5.10	Temporary services provided by the Principal.....	12
5.11	Signboard.....	12
6	Environmental protection	12
6.1	Environmental management	12
6.2	Waste management	13
6.3	Pest control	13
7	Materials and workmanship	13
7.1	Standards.....	13
7.2	Cleaning up.....	14
7.3	Samples.....	14
7.4	Testing	14
7.5	Proprietary items.....	14
7.6	Items supplied by the Principal.....	15
7.7	Plant and equipment details	15
8	Schedules to Preliminaries	16
8.1	Schedule of Samples for Approval	16
8.2	Schedule of Principal Supplied Items	16
8.3	Schedule for application of comprehensive certification of compliance with building and fire regulations	16

2 Preliminaries

[THERE ARE 18 PAGES IN THIS SECTION](#)

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 persons professionally qualified and experienced in the relevant disciplines when completing the design of the Works. Use persons registered under the *Design and Building Practitioners Act 2020* (NSW) (DBP Act) where required by law.

Obtain and provide the design compliance declarations under the DBP Act for work under the contract to which the DBP Act applies. Note that for Crown building work, design compliance declarations may be submitted on an incremental basis.

For more information on obligations under the DBP Act refer to:

<https://www.fairtrading.nsw.gov.au/trades-and-businesses/construction-and-trade-essentials/DBP-regulated-buildings>

and

<https://www.fairtrading.nsw.gov.au/news-and-updates/notices/changes-coming-class-3-and-9c-buildings-2023>.

In this clause 'Building Work' means each part of the Works that comprises 'building work' as that term is defined in section 6.1 of the *Environmental Planning and Assessment Act 1979* (NSW), regardless of whether the relevant sections of the EP&A Act apply to that part of the Works.

Notwithstanding that compliance with the DBP Act may not be required by law, comply with (and ensure that all Subcontractors, Consultants and Suppliers comply with) the DBP Act and the *Design and Building Practitioners Regulation 2021* (NSW) (DBP Regulations), including all declaration and lodgement requirements, as if:

- Building Work comprised a class of building under the National Construction Code to which the DBP Act and the DBP Regulations applied; and
- the requirements under the DBP Act and the DBP Regulations for lodgement of documentation were requirements to submit the relevant documentation to the Principal under this Contract.

Accordingly, all designers, engineers and specialists carrying out design work for the Works must be registered under the DBP Act.

Use only accredited practitioners (fire safety) for functions related to fire systems as specified in the *Environmental Planning and Assessment (Development Certification and Fire Safety) Regulation 2021* (NSW).

The use of such persons will 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 will 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 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 Work as executed drawings

Work as Executed information for underground services

For all constructed underground services provide the information required to meet Quality Level A of AS 5488.1:2022- Classification of Subsurface Utility Information Part 1 and include:

- absolute horizontal spatial positioning recorded to GDA2020 datum with a tolerance of ± 50 m;
- absolute vertical spatial positioning recorded to AHD with a tolerance of ± 50 mm; and
- the preparation of a report documenting the information obtained.

Engage a Registered Surveyor to determine the spatial positioning of the services and to document the information obtained.

Preparation and submission

Progressively produce work as executed drawings. Submit work as executed drawings for covered services within 14 days of being covered. Submit work as executed drawings showing other work which has been completed within 28 days after completion of that work. Endorse each drawing certifying accuracy and correctness.

Submit the drawings »

Any CAD files submitted must be in DGN, DWG, or DXF format. The Contractor must ensure that any CAD files submitted will correctly display and print in Microstation.

2.2 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 1 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.

2.3 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.

Additionally, include in the Progress Report:

- a schedule showing for each *Milestone* or where there are no *Milestones*, the whole of the Works, the anticipated date for *Completion* compared with the current agreed *Contractual Completion Date*;
- reasons if the updated *Contract Program* is predicting *Completion* will be achieved ahead of *Scheduled Progress*, that is, ahead of the agreed *Contractual Completion Date*; and
- a register of *Claims* for extensions of time submitted under clause 50 of the General Conditions of Contract – **Changes to Contractual Completion Dates** and complying with clause 68.3 of General Conditions of Contract – **Contractor's Claims** including their reason, submission date and current status of approval or assessment by the Principal or Valuer with respect to the relevant clauses in the General Conditions of 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.

3 Contracting

3.1 Payment claims for lump sum items

A claim for payment of any proportion of a lump sum, including any lump sum in a *Schedule of Rates* or *Schedule of Prices*, must be expressed as a percentage.

3.2 Priced Builder's Bill Of Quantities

Lodge with the Principal a priced Builder's Bill of Quantities.

Separately identify, quantify and price within the Builder's Bill of Quantities the Preliminaries and all Technical Sections of the Specification. The prices and rates as extended must, on addition, equal the Lump Sum.

Prices in the Builder's Bill of Quantities do not form part of the Contract. Their purpose is to assist in making valuations of works carried out but the Principal is not bound to use them.

4 Administration

4.1 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.

Design Plan

Prior to commencing design work, prepare and implement a Design Plan complying with the *QM Guidelines*, covering each phase of *Design* and addressing the key activities.

Construction standards and conformance

Refer to Preliminaries clause - **Standards** for the application of Australian and International Standards.

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.
Waste Management Progress Report	No later than the fifth (5th) <i>Business Day</i> of every second month
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 will 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 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.

5 Site

5.1 Order of work

The Works are to be completed in the following order:

-As agreed between the Contractor and Principal.

5.2 Site access and limitations

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

Access must be preserved past the property on Gaskill Street, via the footpath. Any works to the footpath must be planned in advance and pedestrian access managed. A pedestrian management plan will be required for this work.

Vehicular access to the property can be achieved via the rear lane.

5.3 Occupied premises

Occupancy by Principal

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

- The whole of the premises will be handed over to the Contractor.
- The Principal will manage the supply and installation of the Meals on Wheels shipping container. The Principal will relocate the Meals on Wheels Shipping Container to the site, when advised by the Contractor. Once it is safe to do so, and as soon as it possible, the Meals on Wheels facility will recommence operation from the site.

Principal's Access

Provide safe access, for the Principal and authorised persons notified to the Contractor by the Principal, to parts of the Site which continue to be occupied.

Contractor's Responsibility

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

Specific requirements

N/A

5.4 Existing services

Preventing Unplanned Contact with Live Services

Take responsibility for locating existing services, also referred to as utilities, 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 information from Before You Dig Australia (BYDA) and from the owners of the services (do not rely on WAE or as-built drawings). The website link for BYDA is <https://www.infrastructure.gov.au/departments/media/publications/before-you-dig>;
- 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, including positioning from structures and depth information. Provide a copy of the plan to each Subcontractor before the Subcontractor starts work on the Site and confirm to the Principal that this action has been completed. Provide a copy of this information to the Principal 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.

5.5 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 Customer 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.

5.6 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*.

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.

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.

5.7 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 will 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.

5.8 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.

5.9 Principal's site office

General Requirements

Provide an office for the use of the Principal and nominees, in a position agreed with the Principal. Make the office ready for occupation before any major Site activities start. If during the progress of the Works it becomes necessary to move the office, do so without charge and with the minimum of inconvenience. Service, clean and maintain the office for the duration of the Works. Provide safe access to the office at all times. Remove the office prior to *Completion*, following the Principal's agreement.

Site Office Accommodation

A pre-fabricated modular building system may be substituted subject to the approval of the Principal. In this event the dimensions and standards shown and specified are the minimum required.

5.10 Temporary services provided by the Principal

Existing service connections will remain on site and can be utilised by the Contractor.

5.11 Signboard

Provide a signboard to the entrances to the site, displaying contact information, safety and evacuation information, and project information.

6 Environmental protection

6.1 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>.

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.

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;
- 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.

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 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.

7 Materials and workmanship

7.1 Standards

Where the Contract requires compliance with a standard or code, unless otherwise specified, that standard or code will be the one current at the closing date for tenders, except for the National Construction Code, which will 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.

Compliance with construction standards

Unless otherwise specified, comply with the relevant standards for building products, construction materials and construction or manufacturing processes. This includes, but is not limited to, the standards specified below which apply where the work under the Contract includes the listed material, product or process:

Material, Product or Process	Standard
Cold formed structural steel hollow sections	AS/NZS 1163: 2006
Hot rolled steel flat products	AS/NZS 1594:2002
Structural steel - Hot rolled plates, floor plates and slabs	AS/NZS 3678:
Structural steel – Hot rolled bars and sections	AS/NZS 3679.1:
Structural steel – Welded I sections	AS/NZS 3679.2:
Steel reinforcing materials	AS/NZS 4671:
Steel prestressing materials	AS/NZS 4672:
Structural steelwork - fabrication and erection	AS/NZS 5131

Refer to Preliminaries clause - **Quality management requirements** for requirements to assure compliance.

7.2 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.

7.3 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*.

7.4 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.

7.5 Proprietary items

Mandatory proprietary items

The following items are mandatory proprietary items and alternatives may not be offered for these items (without limiting any right of the Principal):

Item	Description & Specification Reference
Nil	Nil

Other proprietary items

The requirements detailed below apply to proprietary items other than proprietary items identified as mandatory 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. 'Item' includes *Materials*.

Notwithstanding the above, except for alternatives accepted prior to the *Date of Contract*, the Contractor will be deemed to have allowed for the proprietary items as identified in the *Contract Documents*. The use of alternatives, including 'other approved' items, is subject to consideration in accordance with this clause. No *Claim* will arise out of the Principal's consideration of, or rejection of, an offer to use an alternative item.

An alternative may be offered to a 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.

The Principal must consider the Contractor's offer but is not bound to accept it. The Principal may reject the Contractor's offer if it considers, in its absolute discretion, that the offer does not provide the same standard of quality as the identified proprietary item or is not suitable for the intended purpose of the identified proprietary item.

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.

7.6 Items supplied by the Principal

Generally

The items in the Preliminaries schedule - **Schedule of Principal Supplied Items** will be supplied free to the Contractor for incorporation into the Works.

Take delivery, unload and inspect the items for *Defects*. Notify the Principal if the items are defective or unsuitable for the proposed use. Provide storage suitable to maintain the condition of the items until incorporated into the Works. Record the storage location on the delivery documents and submit copies of the delivery documents to the Principal. Notify the Principal if items are not delivered 5 *Business Days* before they are due to be incorporated into the Works or if items are lost from storage. Return unused items to the Principal.

Responsibility

If, in the opinion of the Principal, any damage to items supplied was due to *Defects* existing at the time of receipt, but not discoverable upon reasonable inspection, the Contractor will not be held responsible for such damage. Refer also to General Conditions of Contract clause 50 - **Changes to Contractual Completion Dates** with respect to the Contractor's obligation to avoid delay.

7.7 Plant and equipment details

Requirement

Submit the following details of Plant and Equipment listed prior to ordering:

- Nil

8 Schedules to Preliminaries

8.1 Schedule of Samples for Approval

Requirement

Samples are required for the following items:

- Any items proposed as alternatives.

8.2 Schedule of Principal Supplied Items

Supply by Principal

The following items will be supplied by the Principal:

- Heritage display panel at front of building.
- Signage strip along foyer, above doors.
- Meals on Wheels facility, incorporating:
 - 1 modified high cube shipping container, to act as the facility's packing room;
 - 1 modified high cube chiller container, to act as the facility's freezer room.
 - 2x 3-phase power connections must be provided at the location nominated on the architectural and electrical drawings for these units.

8.3 Schedule for application of comprehensive certification of compliance with building and fire regulations

Application

This Schedule applies to the Contract if it is so referenced in Preliminaries clause - **Certification of compliance with building and fire regulations.**

Definitions

The following definitions apply in this Schedule.

The terms: 'building work', 'Certifier', 'Compliance Certificate', 'Construction Certificate', 'Crown building work', 'Occupation Certificate', and 'Principal Certifier' have the meanings given to these terms (without capitalisation, as applicable) under sections 6.1 and 6.4 of the *Environmental Planning and Assessment Act 1979* (NSW) (EP&A Act).

'Development Consent' means development consent granted under Part 4 of the EP&A Act

PC means the Certifier appointed in accordance with this clause to perform the role and functions of a Principal Certifier in respect of the Building Work (as if the appointment of a Principal Certifier had been required for the Building Work under Part 6 of the EP&A Act).

The following terms apply regardless of whether the relevant sections of the EP&A Act apply to that part of the Works or the work in connection with the Contract:

- 'Building Work' means each part of the Works or work in connection with the Contract that comprises 'building work';
- 'CC' means a certificate equivalent to, and having the same effect and content as, a Construction Certificate; and
- 'OC' means a certificate equivalent to, and having the same effect and content as, an Occupation Certificate. Where a Development Consent does not apply, the certificate is to satisfy the requirements of an Occupation Certificate that would be issued if the relevant statutory approvals, certificates and mitigation measures applying for the purposes of Part 5 of the EP&A Act were a Development Consent. The certificate must:
 - (a) certify that the Works fully comply with all applicable building and fire regulation requirements pursuant to any *Statutory Requirements*; and

- (b) address such other matters as are required to be addressed in a Compliance Certificate under the EP&A Act.

The Principal will appoint a Certifier to perform the role and functions of a Principal Certifier in respect of the Building Work and will notify the Contractor of the name of that Certifier once the Certifier has been so appointed.

Even if a Construction Certificate and/ or an Occupation Certificate are not required for the Building Work, ensure that (unless otherwise instructed by the Principal or where doing so would prevent the Contractor from complying with a specific requirement of the Contract):

- prior to the commencement of any Building Work, everything that would be necessary to enable the PC to issue a CC in respect of the Building Work including the satisfaction of any building and fire regulation requirements is carried out;
- the Building Work is not commenced until the PC has issued a CC in respect of the Building Work, as if a Construction Certificate was required for the Building Work under the EP&A Act;
- the Building Work is not commenced until such other preconditions for the commencement of the Building Work have been satisfied; and
- as a condition of achieving *Completion* of the relevant *Milestone* or the Works, as applicable:
 - everything that would be necessary to enable the PC to issue an OC in respect of the Building Work including the satisfaction of any applicable building and fire regulation requirements, is carried out; and
 - the PC issues an OC in respect of the Building Work.

With particular reference to General Conditions of Contract clause 12 – **Statutory Requirements** and clause 15.4 of the General Conditions of Contract – **Compliance with NSW Government Requirements**:

- cooperate with the PC in planning for and carrying out its functions;
- promptly arrange for and provide all necessary certificates, reports, compliance declarations, compliance certificates, documents and other evidence reasonably requested by the PC;
- identify and notify the Principal of any design changes required for compliance with the National Construction Code; and
- where any item provided by the Contractor to the PC is incomplete or deficient, rectify the deficiency within 3 *Business Days* of being notified, unless otherwise agreed by the Principal.

END OF SECTION – PRELIMINARIES