

GENERAL CONDITIONS OF WORK

1. General items

- 1.1 This is a lump sum/schedule of rates contract including all works, labour, plant, material or equipment requirements not specifically mentioned in the specification and/or scope of works, but are necessary for the proper and complete performance and installation of the works and intended operation as required and specified herein, shall be deemed to be included in the tenderers tender offer.
- 1.2 The contractor has allowed to provide all plant (including hired plant) to complete trade works.
- 1.3 The contractor acknowledges that they have been invited to enter into this contract on the basis of their represented skills and capacity and without limited the generality of any other provision herein contained or implied, the contractor acknowledges and agrees that it is essential for the principal and the client that the works be completed in a final form in accordance with the plans and specifications to the high standards required by the principal and the client and within the contract time or adjusted contract time agreed for their completion.

2. Prior to the commencement of works

- 2.1 Prior to commencement of works the contractor must provide the principal with the following documents:
 - a) A safe work method statement ("SWMS") prepared in accordance with the prevailing SafeWork guidelines that addresses safety and environmental issues and includes a risk analysis report
 - b) All applicable SafeWork competency certificates for each employee of the contractor including, but not limited to, copies of their general construction induction training.
 - c) Certificates of currency for all insurances the contractor is required to effect under this contract, including but not limited to public liability and workers compensation insurance.
 - d) Registration, servicing and maintenance documentation including log books for all plant and equipment required by SafeWork or any other relevant Authority or legislation, including but not limited to all WHS regulations.
 - e) Workers obtain a BCSC number (if required)
 - f) Safety data sheets ("SDS") for all products and chemicals to be used in the performance of the works and
- 2.2 If the contractor fails to provide the SWMS in respect of their works, on execution of this contract the principal is entitled to engage an external consultant without prior notice to the contractor to prepare the SWMS in consultation with the contractor and the costs (\$300 per SWMS) thereby incurred will be a debt due by the contractor to the principal, which the principal may set off against any amount otherwise due or which becomes due to the contractor from the principal.

3. Contractor's workers/employees

- 3.1 Prior to commencing any work on the site, the contractor's workers/employees must:
 - a) be issued with a copy of the SWMS
 - b) read and sign off the SWMS as read and understood
 - c) undertake site induction
- 3.2 The contractor acknowledges and agrees that the contract sum includes for compliance with all relevant industry awards and any applicable enterprise bargaining agreements or project productivity agreements.

4. Project supervision, co-ordination and performance

- 4.1 The contractor must provide a full time project supervisor/foreman when the contractor is present on site, who will be responsible for the co-ordination of works with other trades, taking and receiving instructions from the principal and who is authorised to bind the contractor.
- 4.2 The contractor must co-ordinate with all other contractors and consultants on the project in the execution of the works.
- 4.3 The contractor is responsible for all surveying and setting out required for the Works. The principal will only supply a single gridline in each direction (north and south) and a datum point on each level (or in each distinct and relevant area where necessary).
- 4.4 Unless otherwise stipulated in this contract, the contractor must provide at its own expense everything necessary for the proper execution and completion of works and for the proper performance by the contractor of its obligations under this contract (including all BCA requirements).
- 4.5 The contractor must ensure that all materials are delivered to site free of defects. The principal is entitled to reject any faulty materials delivered to site and the contractor must replace these items with suitable materials at its own cost.

4.6 The contractor must ensure that any and all defective works are rectified within three business (3) days. If defective works are not rectified within this timeframe as directed by the principal, any delays and the cost of others performing the works will be borne by the contractor.

4.7 The contractor must make itself completely aware of all surfaces. Upon commencement of works by the contractor in a particular area, the contractor is deemed to have accepted all sub-surfaces in that area and any rectification costs, delays or other costs incurred in respect of the condition of the surfaces or sub-surfaces must be borne by the contractor.

5. Programming

5.1 The contractor must complete works in accordance with the construction program as reviewed or amended from time to time.

5.2 The contractor acknowledges and agrees that the contract sum includes, and the contractor has allowed for, any and all out of sequence works including ensuring that adequate resources and materials will be available to ensure the construction program is maintained. Any costs or delays associated with materials and or labour not being available are at the risk of the contractor.

5.3 The principal does not guarantee the continuity of works.

6. Services and Facilities

6.1 In addition to all other clauses, the contractor is responsible for the following:

- a) the provision of all personal protection equipment, all plant equipment and tools (including hired plant, equipment or tools) and any scaffolding, or stair/ladder access necessary for works to be safely undertaken;
- b) training not otherwise provided for in the SWMS
- c) the delivery to and secure storage on site and insurance of all materials, plant, tools and equipment at the locations allocated by the principal
- d) horizontal and vertical movement of equipment and materials including loading in and out of loading platforms and man and materials hoists
- e) task lighting
- f) traffic control and management
- g) the maintenance of hoardings, gantries and footpath crossovers.

6.2 Services for facilities for which the principal is responsible or such other services or facilities which the principal may provide, will be provided on a non exclusive shared basis and the contractor must comply with the principal's planning schedules in respect of their use.

7. Access to the Site

7.1 The contractor will only access the site in accordance with the instructions of the principal's Project Manager.

7.2 Parking is not permitted on the site without the prior approval of the principal's Project Manager and subject to the contractor complying with all local regulations and requirements.

7.3 The loading and unloading of materials is permitted only within the confines of the site and must be notified to and approved by the principal's site foreman 48 hours in advance.

8. Protection of works, people, property and materials

8.1 The contractor is responsible for the protection of works and for any adjoining trades. If the contractor damages any work or materials of other trades on site, the principal may rectify such damage or replace the damaged materials without notice to the contractor and the cost will be a debt due to the principal by the contractor which the principal may set off against any amount otherwise owing to the contractor.

8.2 The contractor is responsible and must allow for the protection of all materials brought on site by the contractor prior to, during and after installation until the contractor's practical completion, including the removal and disposal of protection materials on completion.

8.3 Without limiting the generality of the contractor's obligations under this contract and scope of works, the contractor must provide the following at its own cost and at its own risk unless expressly stated otherwise, elsewhere in this contract:

- a) Barricades, guards, fencing, warning signs, lighting, traffic control including traffic flagging, removal of obstructions and protection of services;
- b) Ladders, scaffolding (not perimeter scaffold) or stair access as required, fully qualified WorkSafe NSW licensed and or ticketed operators including but not limited to the operators of all plant, machinery, hoists and all scaffold or other equipment and copies of such licences, permits or

tickets must be submitted to the principal's site foreman prior to the first commencement of such work by the operator on site;

- c) Lighting and electrical leads, lead stands and hangers;
- d) All appropriate safety gear and equipment for employees/workers of the contractor including but not limited to goggles, ear muffs, hard hats, gloves, boots, other protective clothing and like equipment;
- e) Tagging of all power tools and electrical leads as per Australian standards;
- f) Vertical and horizontal movement and transport of the contractors materials, employees, contractors and agents.

- 8.4 The contractor must not use asbestos or materials that contain asbestos in or around the site.
- 8.5 The contractor must take all proper precautions to keep all poisons and other hazardous or injurious substances secured against access by unauthorised persons, children or animals.
- 8.6 All poisonous, hazardous or other injurious substances brought on site must be properly labelled and kept in sealed containers at all times unless their opening is necessary for the execution of works.
- 8.7 The contractor must take all necessary and available precautions to prevent personal injury or death by poisons or other injurious substances including without limitation, correct handling methods, the use of protective clothing and breathing masks.

9. Cleaning

- 9.1 The contractor is responsible for the disposal of all waste and unused material relating to their works, at such locations designated by the principal.
- 9.2 The contractor must wash down all vehicles and clean all roads adjacent to and affected by works before exiting the site in accordance with all authority requirements.
- 9.3 Any excess material brought onto site by the contractor is to be removed from site and must not be deposited in the principal's waste bins unless otherwise instructed.
- 9.4 The principal is entitled to prevent the contractor from proceeding with new or productive work until an area where work has been completed or carried out by the contractor has been cleaned of all waste material.
- 9.5 If the contractor fails to comply with cleaning conditions of this contract, the principal may undertake the cleaning itself or engage others to do so with 12 hours prior notice to the contractor and the contractor will be liable to adjustments of their contract for costs incurred.
- 9.6 The contractor shall adhere to the principal's site management instructions relating to repairs, make good, cleanup or any other request related to the contractors work. Otherwise the contractor will be charged a rate of \$65.00 per hour for any works the principal carries out that relates to the contractor. Any hard hats or vests supplied by the principal to the contractor's workers/employees will be charged at \$50.00 per item (each item).