

Request for Tender (RFT) Documents for

Contract name: Upgrade - Plains Fitness Centre - Amenities and Secure Access, Quirindi.

Contract No.: RFT 057/2022

December 2022

LIVERPOOL PLAINS SHIRE COUNCIL

60 Station Street, Quirindi. NSW 2343.

Mini-Minor Works - Conditions of Tendering

Tender Summary

Tender No.:	RFT 057/2022					
Project Title:	Upgrade – Plains Fitness Centre Quirindi					
Issue Date:	Monday 19 December 2022					
Closing Date and Time:	1 pm Tuesday 31 January 2023					
Tender Lodgement:	Tenders are to be submitted by one of the two following methods					
	By upload via the electronic Tender Box at https://portal.tenderlink.com/lpsc/					
	Into the secure lock box located at the front desk of the Liverpool Plains Shire Council.					
	If lodging in paper format the tender package must be sealed in an envelope with the identifying Tender Number and project title clearly marked on the front of the envelope and dropped directly into the Lock box located at Liverpool Plains Shire Council, 60 Station Street, Quirindi. NSW 2343.					
Tender Certification and Requests for Information:	All enquiries relating to the proposed contract must be submitted in writing to the nominated contact person					
Nominated Contact Person:	Name: Kathleen McGreal					
	Mobile: 0408 929 447					
	Kathleen.mcgreal@liverpoolplains.nsw.gov.au					
	Liverpool Plains Shire Council,					
	60 Station Street, Quirindi. NSW 2343.					
	Electronic: Via Tender link Forum at https://portal.tenderlink.com/lpsc/					

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

Mini-Minor Works - Conditions of Tendering

- T1. Proposed Contract means the agreement and any other terms and conditions contained in or referred to in this Request for Tender.
- T2. By submitting a response to this procurement process, the tenderer acknowledges and agrees that it constitutes an offer by the tenderer to the Principal and/ or its authorised representative to provide the Works and/or Goods and/or Services required under, and otherwise to satisfy the requirements of the Scope of Works and/or Specification on the terms and conditions of the Proposed Contract.
- T3. Liverpool Plains Shire Council Code of Conduct, and Procurement Policy Framework apply to this tender. By submitting a tender, the tenderer warrants it is not precluded from entering a contract and accepting the work under the contract (if successful) and agrees that it will be taken to have read and understood, and that it will comply with, the Liverpool Plains Shire Council Code and Guidelines.
- T4. These Conditions of Tendering do not form part of any contract awarded as a result of this tender process.
- T5. Refer requests for information concerning this Request for Tenders to the Authorised Person nominated in the General Conditions of Contract Contract Information.
- The Principal contracts only with recognised, acceptable legal entities and does not contract with firms under any form of external administration. Any tender submitted by an unincorporated business such as a sole trader, trust, partnership or business name must identify the legal entity that proposes to enter the Contract. Tenderers must be registered for GST.
- T7. Complete and lodge, by the date, time and method stated in the tender advertisement and/or invitation, the following documents and information:
 - Tender Form
 - · Schedule of Rates
 - Schedule of WHS and Environmental Management Information
- T8. Alternative Tenders will only be considered if submitted in conjunction with a Conforming Tender. An Alternative Tender must be clearly marked "Alternative Tender".
- T9. Tenders are to be submitted by one of the two following methods:
 - By upload via the electronic Tender Box at https://portal.tenderlink.com/lpsc/
 - Into the secure lock box located at the front desk of the Liverpool Plains Shire Council.

If lodging in paper format the tender package must be sealed in an envelope with the identifying Quote Number and Title as follows clearly marked on the front of the envelope and drop directly into the Lock box located at Liverpool Plains Shire Council, 62 Station Street, Quirindi. NSW 2343.

RFQ 058/2022 – UPGRADE PLAINS FITNESS AMENITIES AND SECURE ACCESS.

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

Mini-Minor Works - Conditions of Tendering

- T10. The Principal may change the RFT by issuing an Addendum in writing to all tenderers. The Addendum becomes part of the RFT documents. Addenda issued by the Principal are the only recognised explanations of, or amendments to, the RFT documents.
- T11. Liverpool Plains Shire Council policies apply to the evaluation of tenders, including late tenders and negotiations with tenderers. In evaluating tenders, the Principal may take into consideration factors including, but not limited to price; delivery time; quality offered; previous performance; experience; capability; safety performance; environmental performance; conformity; and the assessed value of qualifications and departures.
- T12. Submit additional information requested by the Principal within the time stated in the request.
- T13. The Principal may treat any detail required by the RFT documents which is omitted, illegible or unintelligible as failing to fulfil the relevant requirements.
- T14. The Principal is not bound to accept the lowest, or any tender. Tenders which do not comply with any requirement of the RFT documents, or which contain conditions or qualifications, may be passed over. The Principal may accept tenders that do not conform strictly with all the requirements of the RFT documents.
- T15. No tender is accepted unless the Principal gives an acceptance or formal agreement in writing.
- T16. Details of this tender and the outcome of the tender process will be disclosed in accordance with the *Government Information (Public Access) Act 2009* (NSW).

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

1 Tender Form

Tender Closing O	ffice
Name: Postal Address: Physical Address	Liverpool Plains Shire Council PO Box 152 Quirindi, NSW 2343 60 Station Street, Quirindi NSW 2343
Tenderer's details	
Name:	
Address:	
Telephone number: e-mail address:	
	hereby tender(s) to perform the work for:
Tender Details	
Contract Name: Contract Number:	Upgrade - Plains Fitness Centre - Amenities and Secure Access, Quirindi. RFT 057/2022 in accordance with the following documents: Conditions of Tendering Tender Schedules General Conditions of Contract Works Description Contract Schedules Appendices Drawings and Addendum Numbers
Tenderer's Offer	
For	the Contract Price, being the lump sum of:
(\$) including GST.
At t	ne (GST inclusive) rates and lump sums in the Schedule of Rates.
Name (in block letter	rer by: Date: S): (Authorised Officer)

Contract Name: Upgrade - Plains Fitness Centre - Amenities and Secure Access, Quirindi. Contract No. RFT 057/2022.

2 Schedule of Rates

Complete this Schedule by inserting rates and amounts, where appropriate. Where a rate is tendered, insert under **Amount** the amount arrived at by multiplying the tendered rate by the stated quantity.

The correct extended Amounts and Total will be used to evaluate tenders.

All rates and lump sums must include GST.

Item Number	Description	Quantity	Unit	Rate	Amount
1	All work and obligations under the Contract NOT INCLUDED ELSEWHERE in this Schedule. Refer to addendum 1 plans for	1	Item	Lump Sum	\$
2	scope of works. Demolition of existing amenities on ground floor of the premises. removing all waste material from the	1	Item		\$
3	premises Removal of demolition waste material from site to approved waste facility.	1	Item		
4	Supply Materials and Install Floor to ceiling walls for self- contained toilet / shower cubicles 1 Shower cubicle 1 x disabled toilet and shower 1 x ambulant toilet and shower 2 standard toilets, and shower 1 x cleaner's closet. As per attached plan Appendice1.	6	Item		\$
5	Waterproofing of wet areas	6	Item		\$
6	Supply and install new hot water unit for ground floor amenities.	1	Item		\$
7	Supply and install basin Bathroom 2 closet with bucket capacity - 45L PP Laundry Unit 870H x 520D x 563W.	1	Item		\$
8	3 x wall hung basins and 1 x disabled compliant hand basin - white ceramic, with 1 tap hole, 1 mixer tap, popup waste plug integrated overflow, and fixing kit. 4 x bevelled edged wall mirrors 450mm x 600mm and 1 x disabled compliant mirror	1	Item		\$

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Name (in block letters):	(Authorised Officer)
In the Office Bearer capacity of	

Item Number	Description	Quantity	Unit	Rate	Amount
9	Supply and install disabled toilet suite including grab rails and back rest disabled shower, shelf, tapware, grab rails, seat,	1	Item		\$
10	Supply and install — 5 x chrome toilet roll holder 5 x chrome single towel rail and clothing hooks, 5 x stainless paper towel dispenser, single sheet dispensing. 5 x wall mounted stainless soap dispenser, 5 x floor drains	1	Item		\$
11	5 x stainless steel square shower floor grates. 5 x self-clean, chrome rain showers width 235mm, height 331mm, and depth 70mm. 1 x shower screen – 1160 -1200 clear glass wall fixed shower panel 1 x shower screen –900 – 1000 clear glass wall fixed shower panel 3 x clear glass shower cubicles with metal fittings, 940 x 940	1	Item		\$
12	Supply and install 3 x toilets - back to wall, white vitreous china pan and cistern, dual flush, and White soft-close quick release standard seat.	4	Item		\$

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

Item Number	Description	Quantity	Unit	Rate	Amount
	Supply and Install security access control system for 24 / 7 access and security monitoring into the premises, and each toilet / shower cubicle				
	1 x Commercial service call system1 x Entry Door Controller1 x HID Card Reader				
13	1 x USB Reader 1 x Magnetic lock with press to exit and break glass	1	System		\$
15	1 x Power supply and battery 1 x NVR 8 Channel with 6TB	•	Gystein		
	6 x 6MP Day / Night 1 x Help Point Intercom 1 x Intergriti Panel 1 x Professional software				
	1 x Relay card 10 x PIR Sensor – Dual Tech 250 x swipe cards				
14	Supply and install front counter security screen Black, Size 173 x 100.	1	Item		\$
15	Supply, install, upgrade lighting fixtures and electrical works and power points in new amenities.	6 areas	Item		\$
16	Supply and install 12 additional double power points in main gym area using surface mounted conduits and GPO mounting blocks	12	Item		\$
17	Floor finishes in amenities - Shale Ashes Stone Matt tiles 300 x 300	50 m²	Item		\$
18	Tiling – walls in amenities Vast White Gloss tiles 300mm x 600mm 300mm high skirting tiles and over basins and tubs. 2100mm height in shower recesses.	64m²	Item		\$

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Name (in block letters):	(Authorised Officer)
In the Office Bearer capacity of	

3 Schedule of WHS and Environmental Management Information

Submit when requested the information specified below.

Evidence of	satisfactory	WHS	Management	performance

Submit a WHS Management Plan, or three Safe Work Method Statements, that have been implemented by the tenderer on a contract in the last twelve months.

Evidence of satisfactory Environmental Management performance

Australian WHS and/or environmental legislation during the past two

Submit an Environmental Management Plan, or an environmental management procedure/checklist, that has been implemented by the tenderer on a contract in the last twelve months.

Recent WHS or environmental prosecutions and/or fines		
Has the tenderer incurred a prosecution or fine for a breach of any	Yes, or	

If 'Yes', list details below:

(2) years?

Too, not detaile below.		
Description of prosecution or fine	Action taken by tenderer in response	

☐ No.

Signed for the Tenderer by:		Date:
In the Office Bearer capacity of:		
	es Centre - Amenities and Secure Access Quirindi	MMW - Pavision Data: 10/12/20

1. Definitions

Authorised Person

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

Business Day

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

Completion

Completion is achieved when the Works is capable of use for the purposes required by the Contract, has passed all required tests and is free from any known Defects, and the Contractor has provided all the required documents and made good the Site and surroundings.

Contract

The agreement between the Parties for the performance of the Works as set out in the Contract Documents.

Contract Documents

The following documents:

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

Contract Price

Where the Principal accepted only a lump sum, the lump sum; or

Where the Principal accepted rates, the sum of the products of the quantity and the relevant rate for each item in the Schedule of Rates, plus any lump sums in the Schedule of Rates, as adjusted in accordance with the Contract.

Defect

Any aspect of the Works that does not conform with the Contract.

Parties

The Principal and the Contractor.

Post Completion

The period stated in the Contract Information.

Period

The entity stated in the Contract Information.

Principal

Site

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

Variation

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

Works

The whole of the work and services to be carried out and materials to be provided by the Contractor under the Contract.

2. General

.1 The Liverpool Plains Shire Council's Supplier Code of Conduct (NSW Code), the NSW Industrial Relations Guidelines: Building and Construction Procurement (NSW Guidelines) and the Liverpool Plains Shire Council Procurement Policy Framework apply to the Contract. By undertaking to perform the works, the Contractor warrants it is not precluded from entering the contract and accepting the work under the Contract and agrees that it will be taken to have read and understood, and that it will comply with, the NSW Code and NSW Guidelines.

The Contractor agrees to support skills development in the construction of the Works.

- .2 The Parties are to do all they reasonably can to co-operate in all matters relating to the Contract.
- .3 Unless otherwise instructed or agreed, the Contractor is to comply, within 3 Business Days, with any instruction given by the Principal.
- .4 The Parties consent for notices and communications to be by electronic communication in accordance with the *Electronic Transactions Act 2000* (NSW).

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

- .5 The Contractor is to set reasonable standards of conduct and ensure they are met by persons engaged in carrying out the Works. The Principal may instruct the Contractor to remove a person from the Site for failing to meet reasonable standards of conduct.
- .6 The Contractor is responsible for determining the location and type of all existing services and public utilities, both above and below ground. Where an existing service is damaged by the Contractor for any reason whatsoever, the Contractor must bear all costs and any delays for repairing the service (where it is to be continued) or disconnecting it (where it is to be abandoned).
- .7 The Parties may change the terms and conditions of this Contract by written agreement.

3. Site and Access

- .1 Within 5 Business Days after the date of award of contract, the Principal is to give the Contractor access to sufficient of the Site to allow the Contractor to start work but is not required to give the Contractor sole or uninterrupted possession of or access to the Site.
- .2 The Contractor is to start work on the Site as soon as practicable after being given access in accordance with clause 3.1, but not before satisfying all the necessary requirements.
- .3 The Contractor is to give anyone authorised by the Principal reasonable access to the Site for any purpose.

4. Care of People, Property and the Environment

- 1 From the time access to any part of the Site is given to the Contractor until Completion, the Contractor is responsible for the care of, and is to make good at the Contractor's expense, any loss or damage which occurs to:
 - (a) the Works or the Site.
 - (b) construction plant; or
 - (c) things entrusted to the Contractor by the Principal for the purpose of carrying out the Works.
- .2 In carrying out the Works, the Contractor is to minimise inconvenience to others.
- .3 The Contractor is liable for any loss or damage caused by the Contractor whilst making good Defects.
- .4 The Contractor indemnifies the Principal against any:
 - (a) legal liability for injury or death.
 - (b) breach of intellectual property rights in relation to material provided by or for the Contractor; and
 - (c) loss of, or damage to, property of the Principal or others, or harm to the environment,

arising out of the carrying out of the Works.

- .5 If:
 - (a) action is required to avoid injury, death, harm to the environment or loss of, or damage to, property, and the Contractor does not take the necessary action when the Principal instructs it; or
 - (b) urgent action is required,

then the Principal may take the action without relieving the Contractor of its obligations or liabilities and the cost of the action is payable by the Contractor to the Principal.

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

5. Work Health & Safety Management

- .1 The Contractor is responsible for the work under the Contract at all times until Completion and is engaged as principal contractor for the work, in accordance with clause 293 of the WHS Regulation 2017 (NSW) and authorised to exercise such control of the workplace as is necessary to discharge the duties of principal contractor under that Regulation.
- .2 No later than 5 Business Days before starting work on the Site, the Contractor is to submit a Work Health and Safety (WHS) Management Plan for the Works that complies with the current NSW Government Work Health and Safety management guidelines (for Construction Procurement) 6th Edition.
- .3 The WHS Management Plan is to address all the relevant issues in the Contract Schedule WHS Management Plan and Safe Work Method Statements, together with any other risks and hazards, and is to be implemented on the Site.
- .4 Work is not to start without a complying WHS Management Plan.
- .5 All safety incidents, including near misses, and all visits by SafeWork NSW are to be reported immediately to the Authorised Person.
- .6 If instructed by the Authorised Person, investigate and submit a written report as soon as practicable after an incident occurs.

6. Long Service Levy

.1 If the Contract Price is \$25,000 or more (unless all the work under the Contract is routine maintenance, repairs or demolition) then before starting work, the Contractor must pay to the Building and Construction Industry Long Service Corporation or the Corporation's agent the amount of the long service levy payable under the *Building and Construction Industry Long Service Payments Act 1986*. Documentary evidence of payment of the levy must be provided to the Principal before starting work.

7. Environmental Management

- .1 No later than 3 Business Days before starting work on the Site, the Contractor is to submit an Environmental Management Plan for the Works that complies with the NSW Government *Environmental management guidelines* 4th *Edition*.
- .2 The Environmental Management Plan is to address all the relevant issues in the Contract Schedule Environmental Management Plan, together with any other risks and hazards, and is to be implemented on the Site.
- .3 Work is not to start until a complying Environmental Management Plan has been submitted.
- .4 Submit a progress report and a summary report before Completion in accordance with tables 1 to 5 of the NSW EPA 'Construction and demolition waste' toolkit as refered in the Contract Schedule - Environmental Management Plan.
- .5 All environmental incidents, including near misses, and visits by environmental regulators, are to be reported immediately to the Authorised Person.

Signed for the Tenderer by:	Date:
	(Authorised Officer)
In the Office Bearer capacity of	:

8. Insurance

- .1 Before starting work in connection with the Contract, the Contractor is to hold or take out an insurance policy covering workers compensation and ensure every subcontractor holds equivalent insurance, where applicable. If the Contractor is a sole trader or pays less than \$7,500 in annual wages and therefore cannot obtain workers compensation insurance, then the person(s) carrying out the work must have personal accident insurance.
- .2 If the Contract Information states that the Contractor is to arrange public liability insurance and insurance of the Works then, before starting work on the Site, the Contractor is to hold or take out policies of insurance covering the Contractor, Principal and subcontractors as insured entities for:
 - (a) public liability for an amount not less than \$10,000,000 for any single occurrence; and
 - (b) loss of, or damage to, the Works, any temporary works and all materials, equipment, plant and other things that are brought onto the Site by or on behalf of the Contractor or are entrusted to the Contractor by the Principal. The amount insured for any single occurrence is to be not less than the Contract Price at the date of award of Contract by the Principal.
- .3 The policies required under clause 8.2 are to:
 - (a) include cross liability and waiver of subrogation clauses under which the insurer, in respect of liability, agrees that the term 'insured' applies to each of the entities covered as if a separate insurance policy had been issued to each of them, and agrees to waive all rights of subrogation or action against any of the entities covered; and
 - (b) be with insurers and in terms approved by the Principal.
- .4 If the Contract Information states that the Principal has arranged, or is to arrange, insurance of the Works and public liability, then a policy of insurance for the Works and public liability covering the Contractor, Principal and subcontractors will come into effect on award of contract. The Principal is to pay the insurance premium.
- .5 For any insurance the Contractor is required to arrange under the Contract, the Contractor is to pay all premiums, maintain the policies until Completion of the Works, and provide evidence of currency of the policies to the Principal before starting the relevant work.
- .6 The Contractor is responsible for making and managing any insurance claims and meeting the cost of any deductibles, even if the Principal arranged the insurance.

9. Materials and Work

- .1 The Contractor is to supply materials which are new (unless otherwise specified), free from Defects and fit for the purposes required by the Contract.
- 2 The Contractor is to use standards of workmanship and work methods which conform with the Contract, relevant Australian Standards, codes of practice and the lawful requirements of any authority.
- .3 The Contractor is responsible for any design required to complete the Works.
- .4 The Contractor is to make good any Defect when it becomes apparent.
- .5 The Principal may, in its absolute discretion, propose to accept the Works with any specified Defect not made good, on specified terms. If the Contractor does not accept the Principal's terms within 5 Business Days, the Contractor is to make good the Defect.

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

10. Variations

- .1 The Contractor is not to change the Works without an instruction or written acceptance from the Principal.
- .2 The Contractor may request a Variation where a site condition that could not reasonably have been expected or an unexpected change in statutory requirements requires a change to the Works.
- .3 The Contractor is to take all reasonable steps to carry out Variations concurrently with other work.
- .4 The Contractor is to submit a proposal for a Variation within 5 Business Days after receiving a request from the Principal to do so. The Contractor's proposal is to include a margin of up to 15% on net direct costs to cover supervision, overheads, disruption, profit and attendance and any associated costs that may result if additional time is required to complete the Variation.
- 5 Within 10 Business Days after receiving the Contractor's proposal for a Variation, the Principal is to notify the Contractor in writing whether or not the proposal is accepted.
- .6 If the Principal does not accept the proposal, the Principal will assess the price based on reasonable direct costs plus 15% and that will be the price payable to the Contractor for the Variation.

11. Time for Completion

- .1 The time for Completion is as stated in the Contract Information.
- 2 The Contractor is to notify the Principal if it expects to be delayed in reaching Completion.
- .3 The Contractor may seek an extension of time if it will be delayed in reaching Completion. The Principal may extend the time for Completion for any reason.
- .4 The Contractor has no entitlement to costs for any delay or disruption, other than the margin included in any agreed or assessed Variation.

12. Post Completio n Period

- .1 At any time during the Post Completion Period stated in the Contract Information, the Principal may direct the Contractor to make good a Defect within a specified time and at a time convenient to the Principal.
- .2 If the Contractor does not make good the Defect within the time specified, then the Principal may have the Defect made good by others and all associated costs are payable by the Contractor to the Principal.

13. Payment

- .1 The Contractor may submit payment claims for completed work monthly on and from the first business day of each calendar month and for amounts calculated as follows:
 - (a) for work for which the Principal accepted rates, an amount calculated by applying the rates to the quantities of work carried out.
 - (b) for work for which the Principal accepted a lump sum, an instalment of that lump sum which reflects the value of the work carried out; and
 - (c) for any other entitlements claimed for which the Principal has agreed or assessed an amount in writing, or for which an amount has been finally determined by an expert under Clause 14 *Disputes*, the proportion of the amount which reflects the value of the entitlement,

at the date of the payment claim, less amounts previously paid, amounts payable by the Contractor to the Principal, and any amounts the Principal is entitled to deduct.

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

- .2 Payment Claims are to be submitted to the Authorised Person at the address shown in Contract Information item 1.
- .3 Quantities of work set out in any Schedule of Rates are estimates only. The Contractor is responsible for providing evidence of the quantities actually carried out.
- .4 With each payment claim, the Contractor is to give to the Principal:
 - (a) the conformance records and other information required under the Contract; and
 - (b) a completed and true Supporting Statement and a completed and true Subcontractor's Statement in the form of the attached Contract Schedule, executed on the date of the payment claim.
- .5 Within 10 Business Days after receipt of the Contractor's payment claim, the Principal is to provide to the Contractor a payment schedule identifying the payment claim to which it relates and stating the payment, if any, that the Principal will be making. If the payment is to be less than the amount claimed by the Contractor, the payment schedule is to indicate why it is less.
- .6 Payment will be made by Liverpool Plains Shire Council within 15 Business Days after the Contractor submits an invoice for payment.
- .7 With reference to the relevant legislation identified in the Subcontractor's Statement, the Principal may reduce the progress payment due to the Contractor to account for its increased liability if a completed Subcontractor Statement is not provided.
- .8 Unless otherwise stated, all payments are to be made by electronic funds transfer to a bank, building society or credit union account nominated by the Contractor. To avoid delay, the Contractor is to provide details of its nominated account within 10 Business Days after the Date of Contract. The Principal requires a minimum of 5 Business Days written notice of any changes to the nominated account to avoid payments being made into a previously nominated account.
- .9 Payment is not evidence of the value of work, or that the work is satisfactory, or an admission of liability, but is payment on account only.
- .10 If the Contract Information states that an amount is to be retained for the duration of a Post Completion Period, then this amount is to be deducted from payments due at Completion and held by the Principal until the expiration of the Post Completion Period.
- .11 Within 30 Business Days after Completion (where there is no Post Completion Period), or at the end of any Post Completion Period, the Principal is to issue a final payment summary accounting for the amount due less any amounts payable by the Contractor to the Principal and, where there is a Post Completion Period, the release of the retention amount.
- .12 If a final payment is due to the Contractor, the Contractor must submit a payment claim complying with clauses 13.1 and 13.4 for the amount stated in the final payment summary and, if requested by the Principal, a valid tax invoice for that amount.
- .13 If no payment claim is served within 20 Business Days after the date of issue of the final payment summary, the Principal is to pay the Contractor the amount due in accordance with the final payment schedule, subject to clause 13.7.

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

14. Disputes

- If a Party is dissatisfied with an act or omission of the other Party in connection with the Contract then, within 20 Business Days after the act or omission, the dissatisfied Party is to notify the other Party in writing of a dispute. The notification is to include the legal and factual basis of the dispute.
- 2. The Parties are to confer to try to resolve the dispute. If the dispute is not resolved within 20 Business Days, then the Parties are to attempt to agree upon an independent expert to resolve the dispute and the terms for the expert's engagement. If the Parties cannot agree on an expert within a further 15 Business Days, then either may request the Chief Executive Officer, Australian Disputes Centre (https://www.disputescentre.com.au/) to nominate an expert.
- 3. The Parties are to share equally the expert's fees and out-of-pocket expenses, including any security required for the expert's fees. Each party is to otherwise bear its own costs and share equally any other costs of the process.
- 4. Within 15 Business Days after the appointment of the expert, the notifying Party is to make its submission on the dispute to the expert.
- 5. Within 15 Business Days after receiving a copy of that submission, the other Party is to make its submission in response, if any.
- The expert may request further information from either Party. The Party must respond within 15 Business Days after receiving the request.
- The Parties are to treat each determination of the expert as final and binding and give effect to it.

15. Suspension

1. The Principal may instruct the Contractor to suspend carrying out all or part of the Works and the conditions on which work is to recommence.

16. Termination by the Principal

- 1. Without prejudice to any other rights which the Principal has, if the Contractor commits a substantial breach of the Contract, including:
 - (a) failing to carry out an instruction of the Principal within the time specified.
 - (b) not progressing the Works at a reasonable rate.
 - (c) failing to effect or maintain any insurance required by the Contract.

or if a receiver, manager or receiver and manager is appointed or the Contractor commits an act of insolvency, the Principal may, in writing, specify the breach and ask the Contractor to give reasons why the Principal should not take further action.

- 2. If the Contractor either fails to give a written response within 5 Business Days after receiving the Principal's notice, or fails to give reasons satisfactory to the Principal, then:
 - (a) the Principal may immediately terminate the Contract by notice in writing to the Contractor, in which case the respective rights and liabilities of the Parties shall be the same as they would be at common law if the Contractor had wrongfully repudiated the Contract; or
 - (b) the Principal may immediately take over the incomplete Works by notice in writing, suspend payments due or which would become due under Clause 13, and have others complete the Works.

The Principal is to calculate the difference between the costs of having the Works completed by others and the number of suspended payments held. If the calculation shows a shortfall to the Principal, the Contractor is to pay the amount of the shortfall to the Principal within 10 Business Days of a written demand for payment. If the calculation shows an excess to the Principal, the Principal is to pay the amount of the excess to the Contractor.

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

17. Termination for the Principal's Convenience

- The Principal may terminate the Contract for its convenience and without giving reasons by giving written notice to the Contractor, with effect from the date stated in the notice. The Contractor is to leave the Site by the date stated and comply with any other instructions in the notice.
- 2. If the Contract is terminated for the Principal's convenience, then, as full compensation for termination under this clause, the Contractor's total entitlement in respect of the Contract is the sum of the following and the Contractor has no claim for damages or other entitlement whether under the Contract or otherwise:
 - (a) the value of all work carried out up to the date stated in the notice; plus
 - (b) subject to at least 25% of the value of Work being completed, 2% of the difference between the Contract Price and the total of all amounts paid and payable to the Contractor under clause 17.2(a).

1. Authorised Person

Mentioned in Clause - Definitions

The Authorised Person is:

Kathleen McGreal
Title:

Project Manager

Office address:
(for delivery by hand)

Kathleen McGreal
Project Manager

Quirindi

Postal address: PO Box 152 (for delivery by post)

Quirindi
NSW 2343

Telephone number: 0408 929 447

email address: Kathleen.mcgreal@liverpoolplains.nsw.gov.au

NSW 2343

If no name is stated, then the Principal is to name the person in writing within 5 Business Days after award of contract. The Principal may for any reason and at any time change the Authorised Person by giving notice in writing.

2. Principal

Mentioned in Clause - Definitions

The Principal is: Liverpool Plains Shire Council

All correspondence to the Principal and the serving of payment claims are to go to the address of the Authorised Person.

3. Insurance of the Works and Public Liability Insurance

Mentioned in Clause - Insurance

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

the Contractor.

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

The Terms and Conditions of the insurance policy shall be appropriate to the nature of the project.

4. Time for Completion

Mentioned in Clause - Time for Completion

The Time for Completion is: 20 weeks from the date of

award of contract.

If no time is stated, then a reasonable time is to apply.

5. Post Completion Period and Retention Amount

Mentioned in Clauses - Post Completion Period and Payment

The Post Completion Period, which commences at Completion of the Works, is:

52 weeks

If no time is stated, then no Post Completion Period applies.

W1 Site name and address

- .1 Plains Fitness
- .2 62 Station Street Quirindi NSW 2343

W2 Site Requirements

3 Subject to the requirements of the Contract and any restrictions on working hours imposed by law, the Site will be available to the Contractor to carry out the Works between the hours of 7am and 5pm, Mondays to Fridays inclusive, on the Business Days defined in the General Conditions of Contract. Work outside these times may only be undertaken if approved in writing by the Principal and will be subject to any conditions the Principal may require.

W3 Existing Services

- .4 Before starting construction work:
 - .1 establish the precise locations of all underground and other services at and around the Site. Utilize *Dial Before You Dig,* service owner information, service locators, pot-holing and other non-destructive techniques; and
 - .2 comply with the NSW Government *Code of Practice Construction Work*. Isolate services where necessary to prevent unplanned contact with live services.
- .5 Safely mark the locations of all services prominently on the Site, document them on a site plan and provide a copy of the site plan to the Principal and to each subcontractor before the subcontractor starts construction work.
- .6 Before undertaking any concrete cutting or other work penetrating the building fabric (floor, walls or ceiling):
 - .1 ensure the services are isolated in the relevant work area.
 - .2 for school buildings, obtain prior approval from the Principal, schedule such work outside normal school hours and isolate electrical and gas services for the whole building; and
 - .3 before restoring services, check all penetrations for live or damaged wiring or gas pipes.

W4 Asbestos Removal

.7 Where asbestos removal work is carried out, comply with the relevant statutory requirements, standards, codes and guidelines.

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

- .8 Not less than 5 Business Days before starting any asbestos removal work, notify the Principal and, if required under WHS legislation, the SafeWork NSW, of the intention to carry out that work.
- .9 Where the regulations require a licence for asbestos removal work, before the work starts, submit to the Principal a copy of the current licence held by the entity that will undertake the work and a copy of any SafeWork NSW permit required for the work.
- .10 Provide air monitoring by an independent testing authority on each day during asbestos removal and on completion of each area where removal has been undertaken.
- .11 Submit to the Principal a clearance certificate from an independent testing authority at the completion of the asbestos removal work.
- discovered on the Site, suspend all work which may result in exposure to such hazardous substance and notify the Principal immediately of the type of substance and its location.

If any unexpected hazardous substance not identified in the Contract Documents is

- .13 If above clause W5.12 applies, then as soon as possible, submit to the Principal details including:
 - .1 the additional work and resources the Contractor estimates are necessary to deal with the substance so that work and subsequent use of the Works may proceed safely and without risk to health.
 - .2 the Contractor's estimate of the cost of the measures necessary to deal with the substance; and
 - .3 other details reasonably required by the Principal.
- .14 If instructed by the Principal to carry out work to deal with the hazardous substance:
 - .1 carry out the work concurrently with other work wherever possible; and
 - .2 otherwise minimise effects of the work on the time required to reach Completion.

W6 Works description

W5 Unexpected

Discovery of

Hazardous

Substances

PLAINS FITNESS - AMENTIES UPGRADE

DESCRIPTION OF THE WORKS

- .15 The Works include the following:
 - .1 Demolition of existing amenities on the ground level, removing and disposing of all waste from site to approved waste facility.
 - .2 Supply and install 5 new self-contained, and secure amenities containing toilet, shower, handbasin and mirror in each, all fittings, walls' doors and locks, plumbing and electrical works (as per the before mentioned schedule) on the ground floor level. Refer to Design Plan Appendix 1
 - .3 Supply and install new hot water unit for ground floor amenities.
 - .4 Supply and install Security roller screen at office counter.
 - .5 Source / Supply and install Security Access control system for members 24/7 access into the building and individual toilet / shower cubicles.
 - .6 Supply and install additional power points for treadmill and gym equipment.
 - .7 Supply and install additional lighting as required in the new amenities.
- .16 In addition to the above carry out the works in accordance with the following:
 - .1 provide construction signage warning notices, skip bin / waste facilities, demarcation barriers to prevent unauthorised access into the work area.

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

- .2 remove from the Site all rubbish, debris, rubble, hazardous substances and other items not salvaged or preserved. Except for the Works, restore the Site and surrounds to a safe condition.
- .3 At all times maintain a clean and safe worksite during the project works.
- .4 report any incidents immediately to the project manager.
- .17 Perform any demolition necessary to carry out the work under the Contract in compliance with SafeWork NSW Code of Practice Demolition Work and:
 - .1 comply with the Work Health and Safety Regulation 2017 (NSW).
 - .2 keep on the Site a copy of AS 2601-2001.
 - .3 provide photographic records of the condition of adjoining property features, structures, facilities, surfaces and the like, which are in a damaged condition or may be damaged during the Works.
 - .4 give at least 10 Business Days' notice to owners of adjoining properties in respect of any work which may affect their property, themselves or tenants, including contact details and any proposed safeguards.
 - .5 carry out decontamination of hazardous substances that are the responsibility of the Contractor, including substances identified in the Contract Documents and other substances to be located and dealt with by the Contractor; and
 - .6 handle, use, isolate, remove and dispose of such substances in accordance with statutory requirements at suitable disposal sites.

CONTRACT SCHEDULES

- .1 The following Schedules apply to the Contract:
- .2 WHS Management Plan and Safe Work Method Statements.
- .3 Supporting Statement and Subcontractor's Statement; and

W7 Contract Schedules

.4 Environmental Management Plan

A WHS Management Plan (WHSMP) sets out the arrangements to manage work health and safety on a construction project. In accordance with General Conditions of Contract Clause 5 *Work Health and Safety Management*, the Contractor is to document and implement a WHSMP that addresses all health and safety hazards and manages the risks associated with carrying out the Works.

The Contractor's WHS Management Plan must:

- be signed and dated by a senior manager under the Contractor's letterhead authorising the Plan for use.
- identify the Contract, work activities, work sites and person who prepared the Plan.
- be implemented, maintained and kept up to date during the work on the Site

and must include:

	ibilities – names, positions and contact details of people who will be responsible for the Site, including the work activities and a description of those responsibilities.
Signed for the Tenderer by:	Date:
Name (in block letters):	(Authorised Officer)
In the Office Bearer capacity	v of·

	asso	ciate	inagement – identification of the hazards associated with each work activity and assessment of the ed risks, with documented actions proposed to eliminate or minimise the risks and methods for g and monitoring these risk controls (include any WHS risks identified by the Principal).
			sining and communication — arrangements for WHS training, including industry and site induction and toolbox meetings as well as the consultation, cooperation and coordination of activities.
			and emergency management – arrangements for managing accidents, incidents and near misses, name(s) of responsible persons and their contact details, including after-hours contact(s).
	Site	Safe	ety Rules – a copy of the rules must be displayed on the Site, covering as a minimum:
			ustry/site induction, toolbox meetings and other safety training.
			ety helmets, safety footwear and safety vests
		•	sonal protective equipment, injury management and first aid arrangements.
			access, vehicle movements and security.
			ident/incident and emergency procedures.
		•	ection of all workers and the public.
			king at heights and in deep excavations.
			ctrical work and equipment, including leads, power tools and overhead wiring.
			ating and preventing unplanned contact with underground, hidden and overhead services.
			nolition, excavation, mobile plant, formwork and other temporary structural frames.
		safe	ording, handling, storage and disposal of hazardous materials and dangerous goods; and working, including SWMS, fire prevention, alcohol and drug prohibition and general housekeeping/ess to suitable amenities.
	Safe	. Wo	ork Method Statements for high-risk construction work, which must:
			on the letterhead of the organisation carrying out the work, showing the name and registered office
			ress of the organisation; and
		be s	signed and dated as authorised for use by a senior manager of the organisation, and describe:
			the address where the high-risk construction work will be carried out.
			the high-risk construction work activities to be undertaken.
			potential health and safety hazards and risks associated with the high-risk construction work.
			risk management controls that will be in place to eliminate the risk or, if not reasonably practicable to eliminate the risk, minimise the hazards and significant risks.
			all work health and safety instructions to be given to persons involved with the work.
			names and qualifications of those who will supervise the work and inspect and approve for use work areas, work methods, protective measures, plant and equipment (including power tools).
			what training is required and will be or has been given to each of the people involved in the work.
			names of all those involved in the work, and those who will be or have been trained in the work activities described in the SWMS, and the names and qualifications of those responsible for training them.
			plant and equipment that will most likely be used on the work site (e.g., ladders, scaffolds, grinders, electrical leads, welding machines, fire extinguishers and the like).
			any SafeWork NSW permits required to complete the work.
			inspection and maintenance checks that will be or have been carried out prior to use of the plant and equipment listed; and
			A review date to allow feedback and improvements to be made.
Sign	ed fo	r the	e Tenderer by:Date:
Nam	e (in	bloc	ck letters): (Authorised Officer)

Refer to clause 13.4 of the Mini Minor Works General Conditions of Contract.

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

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

Supporting Statement

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

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

Subcontractor's Statement

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

For clarity the Subcontractor's Statement refers to the 'Contractor' and 'Principal' under the Contract rather than the "subcontractor" and "principal contractor" under the above Acts.

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

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

Signed for the Tenderer by:	Date:	
Name (in block letters):	(Authorised Officer)	
In the Office Bearer capacity of:		
Contract Name: Upgrade - Plains Fitness Centre	Amenities and Secure Access, Quirindi. MMW - Revision Date:19/12/	2022

Supporting Statement

Construction Contracts

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

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

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

	3 3		
Head contractor			
(business name of head contractor):			
1. has entered into a contract with: (business name of subcontractor)			
ABN of subcontractor			
Contract number/identifier	RFT 057/2022		
or			
2. has entered into a contract with	the subcontractors lis	ted in Schedule	1
This statement applies to work between(start date)		and (end date)	
or			
This statement applies to work completed in Stage (number) of the construction contract			
Subject of the payment claim dated (date)			
Signed for the Tenderer by:		Date	ə:
,		(Au	thorised Officer)
In the Office Bearer capacity of:			

Declaration for Supporting Statement

I, (full name)	
authorised by the head co hereby declare that to the any, have been paid all a	, a director of the head contractor or a person intractor on whose behalf this declaration is made, be best of my knowledge and belief all subcontractors, if mounts that have become due and payable in relation that is the subject of this payment claim.
These subcontractors and 3 of this Supporting State	the amounts paid to them are identified in Schedule 1 on page ement.
claim on the principal, if it that it relates to that payr corporations, and \$22,000	
accompanied by a suppor misleading in a material p	r the Act for a head contractor to serve a payment claim ting statement knowing that the statement is false or earticular in the particular circumstances. The maximum exporations, and \$22,000- or 3-months imprisonment (or
Full Name of Individual	
Position/Title	
Signature	
Date	
Name (in block letters): In the Office Bearer capacity of:	(Authorised Officer)

Schedule 1 (page 3 of Supporting Statement)

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

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

Approved form under Building and Construction Industry Security of Payment Act 1999 - Section 13(9)

For more information visit Fair Trading website:, $\underline{ www.fairtrading.nsw.gov.au/trades-and-businesses/construction-and-} \underline{ trade-essentials/security-of-payment}.$

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

Subcontractor's Statement

Mai	in Contract		
Co	ontractor:	ABN:	(Note 2)
		(Business name of the Contractor)	
of			
		(Address of the Contractor)	
	s entered into a	ABN:	
co	ntract with	(Business name of the Principal)	
	ontract number/identifier: RFT 0:	57/2022	(Note 3)
		ontract with the subcontractors listed in the attachment to this Statement.	
Per			(Note 4)
Th	is Statement applies for work	and inclusive,	
su	tween: bject of the payment claim ted:		(Note 5)
au	icu.		
wh	ose behalf this declaration is mad		on
(a)	The abovementioned Contracto this Contract.	r has either employed or engaged workers or subcontractors during the above pe	riod of
	Tick ☐ if true and comply with	n (b) to (g) below, as applicable.	(Note 6)
		or subcontractors are involved, or you are an exempt employer for workers competelete (e) to (g) below. You must mark one box.	nsation
(b)	All workers compensation insurhave been paid.	rance premiums payable by the Contractor in respect of the work done under the C	
	The Certificate of Currency for	that insurance is attached and is dated	(Note 7)
(c)	All remuneration payable to rel	evant employees for work under the contract for the above period has been paid.	(Note 8)
(d)	-	d to be registered as an employer under the <i>Payroll Tax Act</i> 2007, the Contractor ct of employees who performed work under the Contract, as required at the date	
(e)		principal contractor to subcontracts in connection with the work, the Contractor has tor been given a written Subcontractor's Statement by its subcontractor(s) in the period stated above.	as in
(f)			(Note 10)
1	Payroll Tax Act 2007, section 12 Construction Industry Security o	pose of section 175B of the <i>Workers Compensation Act 1987</i> , Schedule 2 Part 57 of the <i>Industrial Relations Act 1996</i> and sections 13(7) and 13(9) of the <i>Buildi f Payment Act 1999</i> . If this form is completed in accordance with these provisional liability for workers compensation premiums, payroll tax and remuneration payroll tax and remuneration payroll tax and remuneration payroll tax.	ing and ions, a
Sig	ned for the Tenderer by:	Date:	
Nar	me (in block letters):	(Authorised Officer)	
	he Office Bearer capacity of:		

A principal contractor can be generally defined to include any person who has entered into a contract for the carrying out of work by another person (or other legal entity called *the subcontractor*) and where employees of the subcontractor are engaged in carrying out the work which is in connection with the principal contractor's business.

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

Section 127(6) of the *Industrial Relations Act 1996* defines remuneration 'as remuneration or other amounts payable to relevant employees by legislation, or under an industrial instrument, in connection with work done by the employees.' Section 127(11) of the *Industrial Relations Act 1996* states 'to avoid doubt, this section extends to a principal contractor who is the owner or occupier of a building for the carrying out of work in connection with the building so long as the building is owned or occupied by the principal contractor in connection with a business undertaking of the principal contractor.'

- 5. Provide the date of the most recent payment claim.
- 6. For Workers Compensation purposes an exempt employer is an employer who pays less than \$7500 annually, who does not employ an apprentice or trainee and is not a member of a group.
- 7. In completing the Subcontractor's Statement, a subcontractor declares that workers compensation insurance premiums payable up to and including the date(s) on the Statement have been paid, and all premiums owing during the term of the contract will be paid.
- 8. In completing the Subcontractor's Statement, a subcontractor declares that all remuneration payable to relevant employees for work under the contract has been paid.
- 9. In completing the Subcontractor's Statement, a subcontractor declares that all payroll tax payable relating to the work undertaken has been paid.
- 10. It is important to note that a business could be both a subcontractor and a principal contractor, if a business 'in turn' engages subcontractors to carry out the work. If your business engages a subcontractor, you are to also obtain Subcontractor's Statements from your subcontractors.

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

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

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

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

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

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

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

Refer to General Conditions of Contract Clause – *Environmental Management*. Complete the Plan by inserting contract specific requirements, or 'NA' where a particular item is not applicable.

ENVIRONMENTAL OBJECTIVES	Upgrade - Plains Fitness Centre - Amenities and Secure Access, Quirindi. RFT 057/2022	When action will be taken	Person responsible	Action completed
	ACTION TO BE TAKEN			
1. CONSERVATIO	N OF PLANTS & WILDLIFE	•		
1.2 Control	Use only designated routes for access to the Site			
movement of pedestrians, materials, vehicles	Use designated site roads and access routes for all movements on and adjacent to the Site			
and plant to minimise damage	Locate compounds, and park all vehicles and plant, in designated areas on the Site			
to the environment				
2. CONSERVATIO	N OF RESOURCES			
2.1 Design for energy efficiency	Adopt energy efficiency, environmental enhancement and waste minimisation as design criteria			
2.2 Select materials	Use low energy usage construction, fittings and appliances (including heating/cooling and lighting)			
to minimise:	Incorporate conservation of resources obligations into subcontracts			
 resource use and waste 				
 ozone depleting effects 	Maximise use of materials that are recyclable or from a sustainable source			
 detrimental effects 	Use timber from sustainable managed sources only			
on air, water, and land quality	Implement a strategy to reduce the quantity of waste, including minimising and recycling packaging			
	Use low water demand fittings & appliances (dual flush toilets, water conserving shower roses & taps)			
	Minimise the use of solvents, glues, paints and other materials which release odours or vapour			
Signed for the Tenderer by	: Date:			
Name (in block letters):		er)		
In the Office Bearer capaci	ty of:,,,,,	,,,,		

ENVIRONMENTAL OBJECTIVES	Upgrade - Plains Fitness Centre - Amenities and Secure Access, Quirindi. RFT 057/2022	When action will be taken	Person responsible	Action completed
	ACTION TO BE TAKEN			
2. CONSERVATION OF RE	SOURCES (continued)	,		
2.3 Conserve heritage items and other physical attributes	Comply with statutory requirements for conservation of heritage items			
of the Site	Manage the conservation of physical attributes of the Site, including (<i>List applicable attributes</i>) •			
3. POLLUTION CONTROL			1	1
3.1 Control discharges and	Do not use vehicles, plant or equipment that produce excessive emissions			
emissions from vehicles and plant to minimise damage to	Monitor emissions from vehicles and plant			
the environment	Do not bring vehicles or plant and equipment with hydraulic fluid, fuel or oil leaks to the Site			
	Wash down vehicles, plant and equipment only in controlled areas acceptable to the Principal			
	Prevent and clean up any spills from transport vehicles			
3.2 Prevent pollution of stormwater and adverse	Use only water based, non-toxic paints and use only water to clean paint brushes and rollers			
effects on land and vegetation by control of	Control all run-off from cleaning activities			
cleaning activities and discharges	Discharge only non-toxic cleaning products generally			
3.3 Control soil erosion	Identify the existing drainage paths on the Site and protect them against siltation			
	Protect vulnerable and exposed surfaces and stockpiles against scouring			
3.4 Prevent release of soil contamination to the	Establish, before starting work on the Site, in consultation with the Principal, if contaminated soil is present at the Site			
environment	If contaminated soil is present, manage the work to prevent release to the environment			
Signed for the Tenderer by:	Date:		·	•
Name (in block letters):	(Authorised Officer)			
In the Office Bearer capacity of:				

Contract Name: Upgrade - Plains Fitness Centre - Amenities and Secure Access, Quirindi. Contract No. RFT 057/2022.

ENVIRONMENTAL OBJECTIVES	Upgrade - Plains Fitness Centre - Amenities and Secure Access, Quirindi. RFT 057/2022	When action will be taken	Person responsible	Action completed
	ACTION TO BE TAKEN			
3. POLLUTION	CONTROL (continued)			
3.5 Manage refrigerants and	Ensure the procedures used for the charging and disposal of refrigerants and use of dangerous goods meet statutory obligations			
other dangerous goods to meet	Use appropriately trained employees			
statutory	Obtain the licences required			
requirements	Document dangerous goods identification, disposal and management, and retain the documentation			
3.6 Minimise noise and vibration	Comply with noise limits and conditions prescribed by the EPA, Office of Environment and Heritage and Council (as applicable)			
impacts on neighbours,	Use equipment in good repair and condition			
occupants and users of any	Use noise suppression equipment (e.g., silencers on compressors) and acoustic barriers as required			
facility	Do not expose workers, neighbours or visitors to excessive noise, and cooperate and coordinate with operators of any neighbouring facility			
	Do not expose people or property to excessive vibrations			
3.8 Minimise air	Minimise areas of exposed earth and stockpiles			
pollution from	Cover and secure materials in open transport			
dust and emissions	Use water sprays and/or other means to control dust			
0.1.1.00.01.10	Keep emissions within statutory or other required limits			
	Minimise fire risks, and prevent and control fires			
Signed for the Tenderer by Name (in block letters):	y: Date:			
In the Office Bearer capac				

ENVIRONMENTAL OBJECTIVES	Upgrade - Plains Fitness Centre - Amenities and Secure Access, Quirindi. RFT 057/2022	When action will be taken	Person responsible	Action completed
	ACTION TO BE TAKEN			
3. POLLUTION (CONTROL (continued)	•		
3.9 Dispose of waste in accordance with statutory	Implement appropriate disposal procedures for all waste items, including using lawful places for disposal, recording and reporting on the method and location of disposal and any non-conformances			
requirements	EITHER Provide valid disposal certificates for each applicable item OR Provide company certification of appropriate disposal of the following (List the items): Packaging materials Replaced or redundant materials Chemicals Oils and greases from machinery, cooking and other processes Paints and solvents, including those used to clean equipment, tools and brushes Cleaning materials and rags Materials unsuitable for re-use, including hazardous materials such as asbestos			
3.10 Minimise damage to the	Document emergency procedures to manage all reasonably foreseeable harm, including spills and other environmental emergencies			
environment from	Ensure emergency procedures are followed			
emergencies Obtain the agreem dangerous goods l	Obtain the agreement of the Principal to procedures for handling oil, chemicals and other dangerous goods before placing them on the Site, including secure storage arrangements			
	Reinstate and clean damaged areas and features, including work areas			
	Reinstate damaged eco-systems and features to their previous condition			
	Identify key contacts: (List names & roles)	-		
Signed for the Tenderer by	Date:			
Name (in block letters):	(Authorised Officer)			
n the Office Bearer capac				

Contract Name: Upgrade - Plains Fitness Centre - Amenities and Secure Access, Quirindi. Contract No. RFT 057/2022.

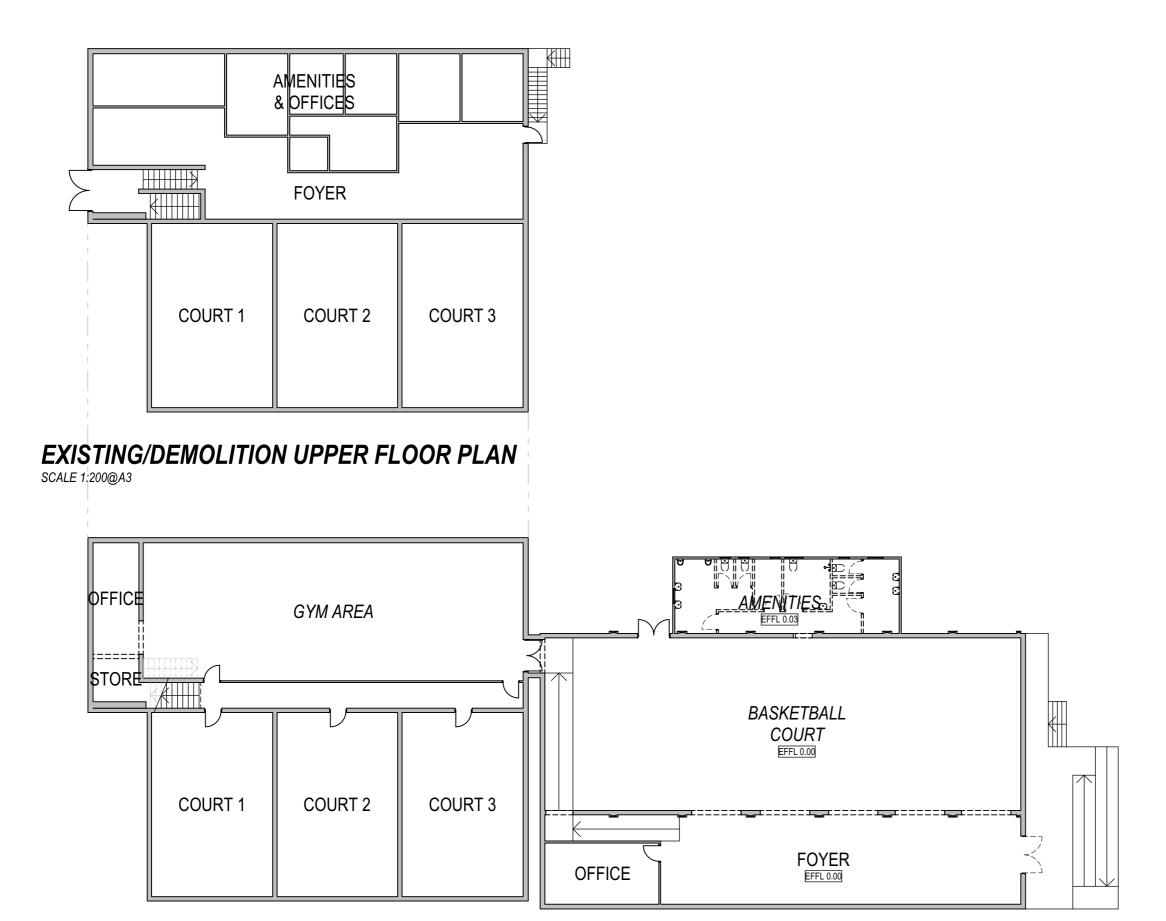
ENVIRONMENTAL OBJECTIVES	Upgrade - Plains Fitness Centre - Amenities and Secure Access, Quirindi. RFT 057/2022	When action will be taken	Person responsible	Action completed
	ACTION TO BE TAKEN			
3.11 Comply with environmental requirements	Inspect the Site daily to ensure appropriate environmental controls are in place and operating effectively, and that all environmental management requirements are being met			
and rectify breaches	Cooperate with environmental audits by others			
5.00000	Rectify any environmental breaches identified within the time specified in an audit or by the Principal			
4. RECORDS AN	ID REPORTING			
4.1 Provide	Prepare, submit and update the Environmental Management Plan			
sufficient documentation to	Maintain and submit records of environmental training			
demonstrate	Report on implementation of the Environmental Management Plan			
appropriate environmental management	Submit to the Principal copies of correspondence with regulators, including incident reports and notification of non-compliances or fines			
a.iagee.ii	Submit documentation evidencing that the causes of non-compliances have been corrected			
	Keep records for inspection securely filed using an effective document retrieval system			
	Monitor and record the volumes of waste and the methods and locations of disposal.			
	Submit a progress report and a summary report before Completion in accordance with tables 1 to 5 of the NSW EPA 'Construction and demolition waste' toolkit available at https://www.epa.nsw.gov.au/your-environment/waste/industrial-waste/construction-demolition			
4.2 Report	Immediately report all environmental incidents to the Principal			
environmental incidents	Immediately report environmental incidents as otherwise required			

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

Appendix 1

22077_COM_DOCS_REV01_Plains Fitness Floor Plains

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



EXISTING/DEMOLITION GROUND FLOOR PLAN

SCALE 1:200@A3

20 25 (0 leagth in brilling least all size 75



DATE	AMENDMENT	DT	CB
15/08/22	ISSUED FOR CLIENT REVIEW & SIGNOFF	AL	CE
16/12/22	ISSUED FOR CLIENT REVIEW & SIGNOFF	CD	•

GENERAL DEVELOPMENT NOTES

ALL WORKS DETAILED WITHIN THESE PLANS ARE TO BE CARRIED OUT BY A RELEVANT LICENSED TRADESPERSON

PLANS ARE TO BE READ IN CONJUNCTION WITH PLANS AND DOCUMENTATION PROVIDED BY RELEVANT CONSULTANTS SUCH AS ENGINEERS, ENERGY ASSESSORS ETC.

DO NOT SCALE DRAWINGS - USE FIGURED DIMENSIONS ONLY

LEGEND

WATER TANK 200x200 TIMBER POST 350x350 BRICK PIER 90x90 STEEL COLUMN SMOKE ALARM DOWN PIPE STOVE SNK WC SHR RC WM SINK WATER CLOSET SHOWER REINFORCED CONCRETE WATER METER CL FW HWU MSB FFL FSL EGL FGL CLOTHES LINE FLOOR WASTE

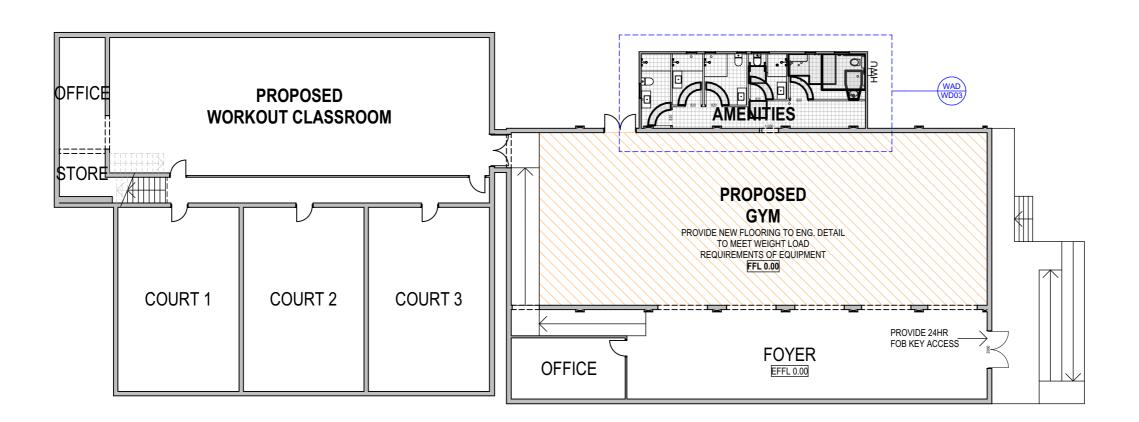
HOT WATER UNIT MAIN SWITCH BOARD FINISHED FLOOR LEVEL FINISHED SLAB LEVEL EXISTING GROUND LEVEL FINISHED GROUND LEVEL

LIVERPOOL PLAINS SHIRE COUNCIL

PLAINS FITNESS
62 STATION STREET
QUIRINDI NSW 2343

Drawing Title: EXISTING/DEMOLITION PLAN

Scale: 1:200 @ A3 Status: PRELIMINARY WD1 22077



PROPOSED FLOOR PLAN

SCALE 1:200@A3



DATE	AMENDMENT	DT	С
15/08/22	ISSUED FOR CLIENT REVIEW & SIGNOFF	AL	С
16/12/22	ISSUED FOR CLIENT REVIEW & SIGNOFF	CD	
			_

GENERAL DEVELOPMENT NOTES

ALL WORKS DETAILED WITHIN THESE PLANS ARE TO BE CARRIED OUT BY A RELEVANT LICENSED TRADESPERSON

PLANS ARE TO BE READ IN CONJUNCTION WITH PLANS AND DOCUMENTATION PROVIDED BY RELEVANT CONSULTANTS SUCH AS ENGINEERS, ENERGY ASSESSORS ETC.

DO NOT SCALE DRAWINGS - USE FIGURED DIMENSIONS ONLY

LEGEND

WATER TANK 200x200 TIMBER POST 350x350 BRICK PIER 90x90 STEEL COLUMN SMOKE ALARM DOWN PIPE STOVE SNK WC SHR RC WM SINK WATER CLOSET SHOWER REINFORCED CONCRETE WATER METER WM CL FW HWU MSB FFL FSL EGL FGL

FLOOR WASTE HOT WATER UNIT MAIN SWITCH BOARD FINISHED FLOOR LEVEL FINISHED SLAB LEVEL

EXISTING GROUND LEVEL FINISHED GROUND LEVEL

FLOOR AREAS

PROPOSED AMENITIES AREA

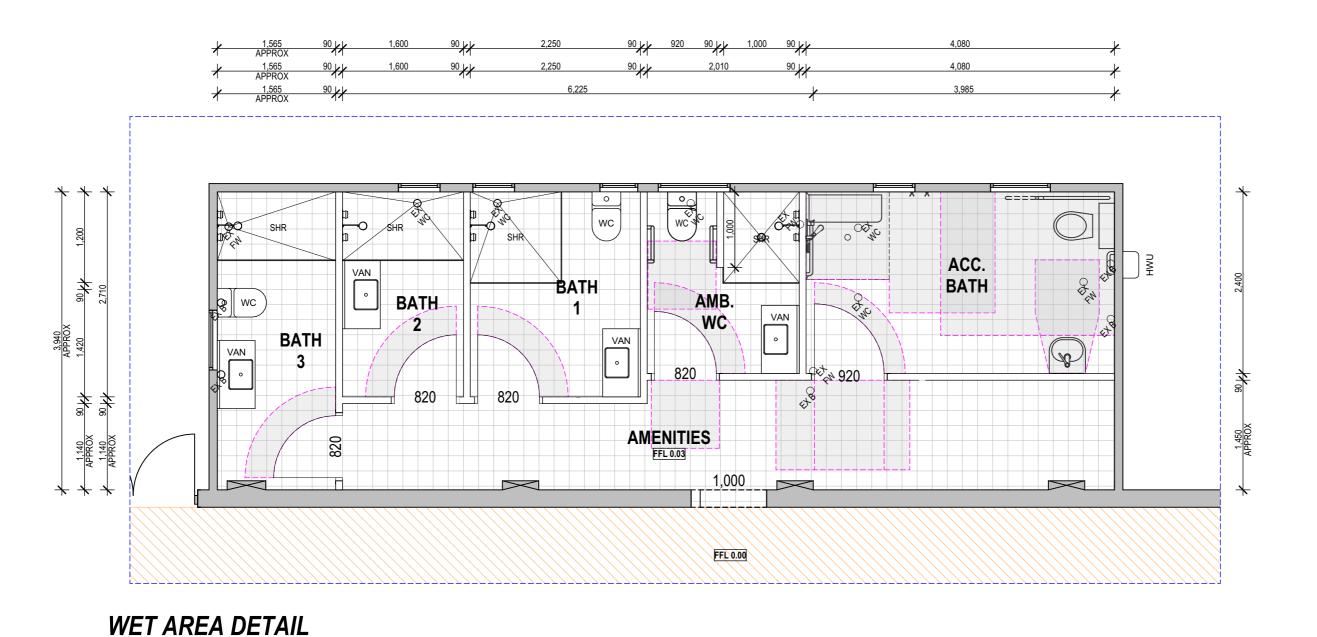


LIVERPOOL PLAINS SHIRE COUNCIL

PLAINS FITNESS
62 STATION STREET
QUIRINDI NSW 2343

PROPOSED FLOOR PLAN

Status: PRELIMINARY Scale: 1:200 @ A3 22077 WD2



AMENITIES SCALE 1:50@A3 PROJECTS

^	DATE	AMENDMENT	DT	CB
	15/08/22	ISSUED FOR CLIENT REVIEW & SIGNOFF	AL	CD
	16/12/22	ISSUED FOR CLIENT REVIEW & SIGNOFF	CD	

GENERAL DEVELOPMENT NOTES

ALL WORKS WITHIN ARE TO BE CARRIED OUT IN ACCORDANCE WITH THE BUILDING CODE OF AUSTRALIA & RELEVANT AUSTRALIAN STANDARDS.

ILL WORKS DETAILED WITHIN THESE PLANS ARE TO BE CARRIED OUT BY A RELEVANT LICENSED TRADESPERSON.

LL PRODUCTS & FIXTURES TO INSTALLED IN ACCORDANCE

PLANS ARE TO BE READ IN CONJUNCTION WITH PLANS AND DOCUMENTATION PROVIDED BY RELEVANT CONSULTANTS SUCH AS ENGINEERS, ENERGY ASSESSORS ETC.

BOUNDARY LOCATIONS ARE TO BE CONFIRMED

REGISTERED SURVETOR.

REGISTERED SURVEYOR.

A REGISTERED SURVEYOR PRIOR TO CONSTRUCTION.

ALL SERVICES CONNECTION APPROVALS AND REQUIREMENTS ARE TO

WORKS ARE NOT TO BE UNDERTAKEN UNLESS PLANS ARE MARKED "CONSTRUCTION".

WATER TANK

DO NOT SCALE DRAWINGS - USE FIGURED DIMENSIONS ONLY

ANY ERRORS & OMISSIONS TO BE VERIFIED WITH THE DESIGNER PRIOR TO COMMENCEMENT ON SITE.

LEGEND

TP 200x200 TIMBER POST BP 350x350 BRICK PIER SC 90x90 STEEL COLUMN SA SMOKE ALARM DP DOWN PIPE ST STOVE SNK SINK B BASIN T CLEANERS TUB WC WATER CLOSET SHR SHOWER RC REINFORCED CONCRETE WM WATER METER CL CLOTHES LINE FW FLOOR WASTE HWU HOT WATER UNIT MSB MAIN SWITCH BOARD FFL FINISHED FLOOR LEVEL FSL FINISHED SLAB LEVEL EGL EXISTING GROUND LEVEL FOLL STEEL STEEL STINISHED GROUND LEVEL FINISHED GROUND LEVEL FINISHED GROUND LEVEL

LIVERPOOL PLAINS SHIRE COUNCIL

Project Name
PLAINS FITNESS
62 STATION STREET
QUIRINDI NSW 2343

Drawing Title: DETAILS

Status: PRELIMINARY	Scale: 1:50 @ A3
Project No:	Sheet No.:
22077	WD3

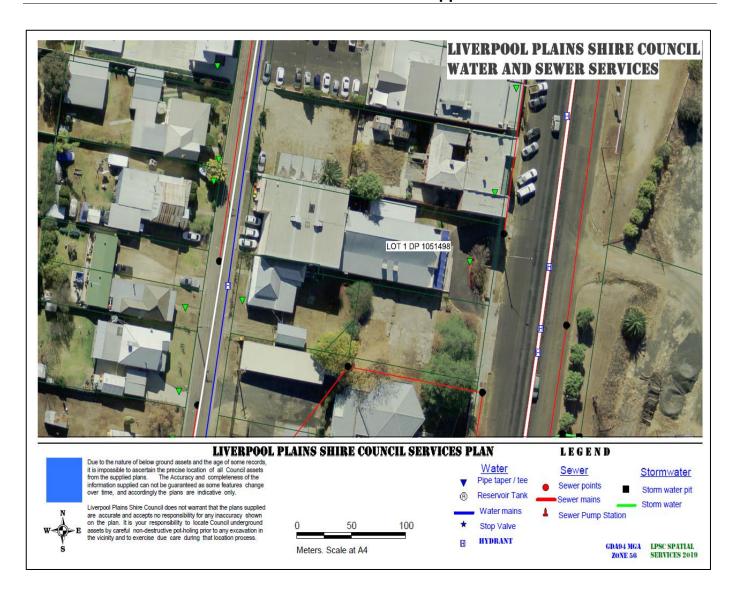
Plot Date: 16/12/202

Appendix 2

LIVERPOOL PLAINS SHIRE COUNCIL WATER AND SEWER SERVICES

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

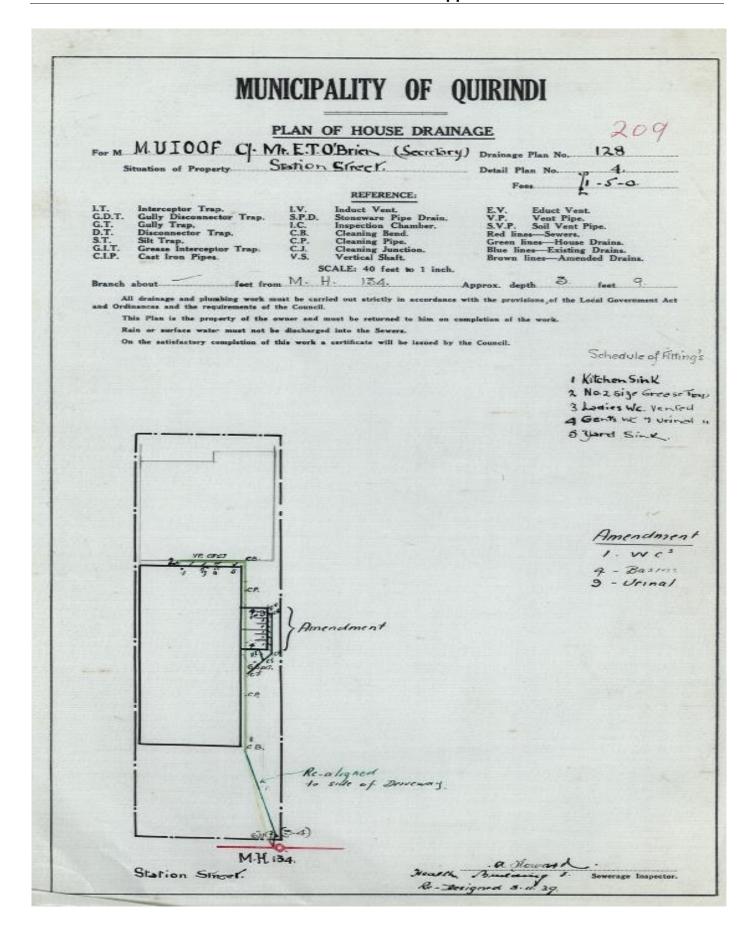
MMW Contract Schedule - Appendices



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

SEWERA	MUNICIPALITY OF QUIRIND	
For Police Conizers Bo Situation of Premises 446 St	ys Club	Plan No. 209.
Situation of Premises 44 6 207	TETTON ST, CHURING!	
This plan is the property of the owner	er and must be returned to him on	Fees completion of the work.
All plumbing and drainage work mu Government Act and Ordinances and	ust be carried out strictly in accord	lance with the provisions of the Loc
	WATER IS NOT TO BE CONNEC	
Junction about		, Depth 3.75 fee
1. Kitchen Sink	REFERENCE	5. Water Closet
2. Basin 3. Tubs		6. Urinal 7. Shower
4. Bath		E.V. Educt Vent
	Scale (":51)"	enoditable errei
		Sugar Court Come
	T Å	THIRDY LOUNT COMPR
		Line to presious toilets Remo
	1979 haddan	Connection made to Erich 150mm Line 18m from Nev
	Stracks.	Building Vortical Satarka connect
		W.C's. Showers to Des
	Speed Sin	Lower Floor commission S
	(Tap Duer	
	Existing Class	
	- De	elec_
		Health Surveyor

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



Signed for the Tenderer by:	 Date:
Name (in block letters): Officer)	 (Authorised
In the Office Pagers aspecity of	