

Cecil Apartments

20 Gerrale Street Cronulla

Request for Tender

For

Light Fitting Replacement

May 2017

**Executive Committee of The Owner's Corporation
Strata Plan 37079**

Conditions of Tendering

- T1. These Conditions of Tendering do not form part of any contract awarded as a result of this tender process.
- T2. Refer requests for information concerning this Request for Tenders to the Authorised Person nominated in the General Conditions of Contract - Contract Information.
- T3. 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.
- T4. Complete and lodge, by the date, time and method stated in the tender advertisement and/or invitation, the following documents and information:
- Tender Forms
 - Schedule of OHS Management Information
- T5. 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.
- T6. 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 and conformity with the tender documents.
- T7. Submit additional information requested by the Principal within the time stated in the request.
- T8. The Principal may treat any detail required by the RFT documents that is omitted, illegible or unintelligible as failing to fulfil the relevant requirements.
- T9. 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.
- T10. No tender is accepted unless the Principal gives an acceptance or formal agreement in writing.

Tender Schedules

1 Tender Form

Tender Closing Office

Name: John Stevens, Building Manager
Address: Owner's Corporation
20 Gerrale Street Cronulla NSW 2230
Email Address: Cecil20@optusnet.com.au

Tenderer's details

Name:
(in block letters) ABN
LICENCE
Telephone:
e-mail address:

hereby tender(s) to perform the work for:

Tender Details

Contract Name: **Cecil Apartments: Light Fitting Replacement**

in accordance with the following documents:

Tender Schedules

General Conditions of Contract

Works Description

Contract Schedules

Appendices:

- Contractor Information and Conditions of Access
- Cecil's Safety Management Plan
- Drawings: Plans

Addenda (if issued).....

Tenderer's Offer

For the Contract Price, being the sum of Provisional Sums :

.....
.....

(\$.....) including GST.

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

Name (in block letters): (Authorised Officer)

In the Office Bearer capacity of:

Tender Schedules

2 Schedule of Provisional Sums

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

The correctly extended “**Totals**” added to arrive at the “**Total Contract Price**” will be used to evaluate tenders.

All rates and lump sums **must include all overheads (incl insurances), tools, materials, profit and goods and services tax (GST).**

Item	Location	Type	Quantity	Tendered Rate	Totals
Gr. Floor to Roof					
1	Fire Stair North	E1-S	15	\$	\$
2	Fire Stair South	E1-S	20	\$	\$
3	Lift Motor Room (a)	L2	5	\$	\$
4	Lift Motor Room (b)	E2	2	\$	\$
Ground Floor:					
5	Loading Dock	L2	12	\$	\$
6	Service Corridor	L1-S	5	\$	\$
7	Service Corridor	L2-S	3	\$	\$
8	Service Corridor	E2-S	4	\$	\$
9	Garbage Room	L2	2	\$	\$
Basements B1 & B2					
10	B1 Air Supply Room	L1	6	\$	\$
11	B2 Air Exhaust Room	L2	6	\$	\$
12	B1 Lift Lobby	E2-S	2	\$	\$
13	Fire Stair North	E1	6	\$	\$
14	Fire Stair West	E1	3	\$	\$
15	MDF Room	L2	1	\$	\$
16	MDF Room	E2	1	\$	\$
17	Electrical Room	L2	2	\$	\$
18	Electrical Room	E2	1	\$	\$
19	Store Room	L2	1	\$	\$
20	Fire Stair VCP	E1-S	4	\$	\$
21	Store Room	E2	1	\$	\$

Signed for the Tenderer by:

Date:

Name (in block letters):

(Authorised Officer)

In the Office Bearer capacity of:

Tender Schedules

Item	Location	Type	Number	Tendered Rate	Totals
22	B1 Parking	L1	20	\$	\$
23	B1 Parking	L2	7	\$	\$
24	B1 Parking	E1	1	\$	\$
25	B1 Parking	E2	7	\$	\$
26	B2 Parking	L1	21	\$	\$
27	B2 Parking	E1	3	\$	\$
28	B2 Parking	E2	4	\$	\$
Basements B3 & B4					
29	Vehicle Ramps	E2-S	4	\$	\$
30	Vehicle Ramps	L2-S	4	\$	\$
31	B3 Lift Lobby	E2-S	2	\$	\$
32	Pump Room	E2	1	\$	\$
33	Fire Control Room	L1	2	\$	\$
34	Fire Control Room	E2	1	\$	\$
35	B3 Parking	L1-S	24	\$	\$
36	B3 Parking (c)	E1-S	7	\$	\$
37	B3 Parking (d)	E2-S	2	\$	\$
38	B4 Parking (a)	L1-S	19	\$	\$
39	B4 Parking (b)	L2-S	8	\$	\$
40	B4 Parking (c)	E1-S	6	\$	\$
41	B4 Parking (d)	E2-S	4	\$	\$

TOTAL CONTRACT PRICE \$

* The limits of accuracy for quantities is plus or minus 100%.

LEGEND

- L1** 1200mm LED light fitting
- L1-S** 1200mm LED light fitting with sensor
- L2** 1200mm LED double light fitting
- L2-S** 1200mm LED double light fitting with sensor
- E1** 1200mm LED single emergency fitting
- E1-S** 1200mm LED single emergency fitting with sensor
- E2** 1200mm LED double emergency fitting
- E2-S** 1200mm LED double emergency fitting with sensor

Signed for the Tenderer by:

Date:

Name (in block letters):

(Authorised Officer)

In the Office Bearer capacity of:

Tender Schedules

3 Schedule of OHS

Submit when requested the information specified below.

Evidence of satisfactory OHS Management performance

Submit a Safety 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

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 OHS or environmental prosecutions and/or fines

Has the tenderer incurred a prosecution or fine for a breach of any Australian OHS and/or environmental legislation during the past two (2) years?

Yes, or

No.

If 'Yes', list details below:

Description of prosecution or fine	Action taken by tenderer in response

Signed for the Tenderer by:

Date:.....

Name (in block letters):

(Authorised Officer)

In the Office Bearer capacity of:

General Conditions of Contract

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
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: <ul style="list-style-type: none">(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 a schedule of rates, the total of the amounts arrived at by multiplication of the tendered rates by the provisional quantities.
Defect	Any aspect of the Works that does not conform with the Contract.
Parties	The Principal and the Contractor.
Post Completion Period	The period stated in the Contract Information.
Principal	The entity stated in the Contract Information.
Site	The lands, areas of the building 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 directed 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 Parties are to do all they reasonably can to co-operate in all matters relating to the Contract.
- .2 The Contractor is to comply, within a reasonable time, with any direction given by the Principal.
- .3 The parties consent for notices and communications to be by electronic communication in accordance with the *Electronic Transactions Act 2000* (NSW).
- .4 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 direct the Contractor to remove a person from the Site for failing to meet reasonable standards of conduct.
- .5 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).

3. Site and Access

- .1 Within 7 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 commence work, but is not required to give the Contractor sole or uninterrupted possession of or access to the Site.

General Conditions of Contract

- .2 The Contractor is to commence 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:
 - .1 the Works or the Site;
 - .2 construction plant; or
 - .3 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 directs 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.
- 5. Occupational Health & Safety Management**
- .1 The Contractor, having responsibility for the construction work at all times until the work is completed under the Contract, is appointed principal contractor and controller of the Site for the construction work under the *WHS Regulation 2011 (NSW)*.
 - .2 No later than 3 Business Days prior to commencing work on the Site, the Contractor is to submit a site-specific Safety Management Plan for the Works that complies with the current NSW Government *OHS Management Systems Guidelines*.
 - .3 The Safety Management Plan is to address all the relevant issues in the Contract Schedule – Safety 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 commence without a complying Safety Management Plan.
 - .5 All safety incidents, including near misses, and visits by WorkCover, should be reported immediately to the Authorised Person.
- 6. Long Service Levy**
- .1 If the Contract Price is \$25,000 or more, then before commencing work under the Contract, the Contractor must pay to the Building and Construction Industry Long Service Payments 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 the levy payment must be provided to the Principal.
- 7. Insurance**
- .1 Before commencing 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.
 - .2 If the Contract Information states that the Contractor is to arrange public liability insurance and insurance of the Works then, before commencing work on the Site, the Contractor is

General Conditions of Contract

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;
- (b) Home owners warranty insurance appropriate to the contract sum and
- (c) 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 commencing 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.

8. 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 and 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 7 days, the Contractor is to make good the Defect.

9. Variations

.1 The Contractor is not to change the Works without a direction or written acceptance from the Principal.

.2 The Contractor is to take all reasonable steps to carry out Variations concurrently with other work.

.3 The Contractor is to submit a proposal for a Variation within 7 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.

.4 Within 14 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.

.5 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.

10. Time for Completion

.1 The time for Completion is as stated in the Contract Information.

11. Post

.1 At any time during the Post Completion Period stated in the Contract Information, the

General Conditions of Contract

- Completion Period** 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.
- 12. Payment**
- .1 The Contractor may submit payment claims for completed work at the times stated in the Contract Information and for amounts calculated as follows:
- .1 for work for which the Principal accepted rates, an amount calculated by applying the rates to the quantities of work carried out;
 - .2 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
 - .3 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.
- .2 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.
- .3 With each payment claim, the Contractor is to give to the Principal:
- .1 the conformance records and other information required under the Contract; and
 - .2 a "Subcontractor's Statement", if applicable, completed no earlier than the date of the payment claim. The Statement proforma is available from the NSW WorkCover website www.workcover.nsw.gov.au.
- .4 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.
- .5 Payment by the Principal is to be made:
- .1 within 20 Business Days after receipt of the Contractor's payment claim; or
 - .2 within 5 days after receipt of the original Subcontractor's Statement and, if requested by the Principal, a valid tax invoice in the amount stated in the payment schedule; whichever is the latest.
- .6 Payment is not evidence of the value of work, or that the work is satisfactory, or an admission of liability, but is payment on account only.
- .7 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.
- .8 Within 40 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 schedule 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.
- .9 Within the later of 20 Business Days after the date of issue of the final payment schedule, or 5 Business Days after receiving the original of a Subcontractor's Statement completed no earlier than the date of the final payment schedule and, if requested by the Principal, a valid tax invoice in the amount stated in the payment schedule, the Principal is to pay the Contractor the amount due in accordance with the final payment schedule.
- 13. Disputes**
1. If a Party is dissatisfied with an act or omission of the other Party in connection with the Contract then, within 14 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 involve senior executives to try to resolve the dispute. If the dispute is not resolved within 21 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

General Conditions of Contract

cannot agree on an expert within a further 14 days then either may request the Chief Executive Officer of the Australian Commercial Disputes Centre Ltd, Sydney 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 7 days after the appointment of the expert, the notifying Party is to make its submission on the dispute to the expert.
5. Within 14 days after receiving a copy of that submission, the other Party is to make its submission in response, if any.
6. The expert may request further information from either Party. The Party must respond within 14 days after receiving the request.
7. The Parties are to treat each determination of the expert as final and binding and give effect to it.

14. Suspension

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

15. 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:
 - .1 failing to carry out a direction of the Principal within the time specified;
 - .2 not progressing the Works at a reasonable rate;
 - .3 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 7 days after receiving the Principal's notice, or fails to give reasons satisfactory to the Principal, then:
 - .1 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
 - .2 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 amount 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 7 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.

16. Termination for the Principal's Convenience

- .1 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 directions 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:
 - .1 the value of all work carried out up to the date stated in the notice; plus
 - .2 2% of the difference between the Contract Price and the total of all amounts paid and payable to the Contractor under clause 17.2.1.

General Conditions of Contract

Contract Information

1. Authorised Person

Mentioned in Clause - Definitions

The Authorised Person is:

John Stevens

Title:

Building Manager

Postal address:
(for delivery by post)

Owner's Corporation
20 Gerrale Street
Cronulla NSW 2230

Telephone number:

0412 208 670

email address:

Cecil20@optusnet.com.au

If no name is stated, then the Principal is to name the person in writing within seven 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:

The Owner's Corporation Strata
Plan 37079

All correspondence to the Principal is 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.

4. Time for Completion

Mentioned in Clause – Time for Completion

The Time for Completion is:

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:

26 calendar weeks.

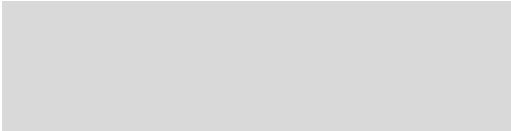
If no time is stated, then no Post Completion Period applies.

The percentage of the

4 %.

**General Conditions of Contract
Contract Information**

Contract Price to be retained at Completion, until the expiration of the Post Completion Period is:



If no amount is stated, then no retention applies.

6. Times for Payment Claims

Payment claims are to be made:

Mentioned in Clause 13 Payment Claims



Works Description

W1 Site name and address	.1 Site name: Cecil Apartments .2 Site address: 20 Gerrale Street Cronulla NSW 2230
W2 Site Conditions and 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. .4 Carry out the works under the contract in accordance with the conditions set out in Appendix A: "Contractor Information and Conditions of Access".
W3 Existing Services	.5 Locate all existing services affected by the work and, in doing so, comply with the WorkCover <i>Work Near Underground Assets Guideline</i> , available from the Publications/ Safety Guides section of the WorkCover website www.workcover.nsw.gov.au . .6 Before commencing construction work, establish the precise locations of all underground and other services at and around the Site and: .1 obtain advice from <i>Dial Before You Dig</i> and the owners of the services; .2 engage a services locator; and .3 where any service is underground, in conjunction with the owner of the service, use pot-holing (or equivalent non-destructive techniques). .7 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 each subcontractor before the subcontractor commences construction work. .8 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; and .2 for school buildings, obtain prior approval from the Authorised Person, 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	.9 Where asbestos removal work is carried out, comply with the relevant statutory requirements, standards, codes and guidelines. .10 Not less than 5 Business Days prior to commencing any asbestos removal work, notify the Principal and, if required under OHS legislation, the WorkCover Authority, of the intention to carry out that work. .11 Where the regulations require a licence for asbestos removal work, before the work commences, submit to the Principal a copy of the current licence held by the entity that will undertake the work and a copy of any WorkCover permit required for the work. .12 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. .13 Submit to the Principal a clearance certificate from an independent testing authority at the completion of the asbestos removal work.
W5 Unexpected Discovery of Hazardous Materials	.14 If any hazardous substance not identified in the Contract Documents is 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. .15 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

Works Description

- .3 other details reasonably required by the Principal.
- .16 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

DESCRIPTION OF THE WORKS

- .17 The work under the contract includes:
 - .1 All necessary design for the supply and installation of the equipment supplied under the contract. The design and all equipment supplied must be appropriate for the marine environment of the Site and must be in every way fit for purpose. The design, equipment and workmanship must comply with all relevant Australian Standards, statutory requirements and good industry practice.
 - .2 Removal and legal disposal of existing fittings and all other associated equipment, redundant service lines, supports and wiring.
 - .3 Commissioning and testing the new lighting system to the satisfaction of the building manager.
 - .4 Payment of all authority fees, if applicable.
 - .5 Provision of comprehensive operating and maintenance instructions.

The new Installation comprises the following work:

- .18 Supply and install a new, complete and operational, energy efficient lighting system in the designated common areas of the building scheduled in the tender forms.
- .19 Supply and install the following light fitting types:
 - i. 1200mm single LED emergency light fittings;
 - ii. 1200mm double LED emergency light fittings;
 - iii. 1200mm single LED general light fittings;
 - iv. 1200mm double LED general light fittings.
- .20 Provide any new wiring if required to complete the installation. The complete the installation in full conformance with AS/NZS 3000:2007
- .21 Supply and install any minor items that are necessary for the energy efficiency and safe operation of the installation.

In addition to the work described above:

- .22 provide all necessary temporary fencing, safety barriers, hoardings and warning notices;
- .23 remove from the site all rubbish, debris, rubble, hazardous substances and other items not salvaged or preserved;
- .24 Perform any demolition necessary to carry out the work under the Contract in accordance with AS2601-2001 'The demolition of structures' and;
- .25 Comply with the *Work Health & Safety 2011 & Regulations 2012* (NSW);
- .26 Control decontamination related to any hazardous substances that are the responsibility of the Contractor, in respect of any such substances identified in the Contract Documents or to be located and/or dealt with by the Contractor under the Contract; and
- .27 Handle, use, isolate, remove and dispose of such substances in accordance with statutory requirements at suitable disposal sites.

W7 Environmental Management

- .2 Manage the site to ensure:
 - .1 Control movement of pedestrians, materials, vehicles and plant to ensure safety and to minimise disruption to occupants of the building,

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- .2 Prevent pollution of stormwater drains and adverse affects on vegetation by control of cleaning activities and control the discharge of paint and solvents.
- .3 Minimise noise and vibration impacts on the building's neighbours, occupants and users of any facility. The use of percussion tools is prohibited prior to 8:00am.
- .4 Dispose of all waste appropriately, including using lawful places for disposal, recording the method and location of disposal.

Safety Management

In accordance with General Conditions of Contract Clause 5 *Work Health and Safety Management*, the Contractor is to document and implement a site-specific Safety Management Plan and Safe Work Method Statements (SWMS) that address all health and safety hazards and risks associated with carrying out the Works.

The Contractor's Safety 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;

and must cover:

- Statement of responsibilities** – names and positions of people who will be responsible for OHS management on the Site, including the work activities and a description of those responsibilities;
- Risk management** – identification of the hazards associated with each work activity and assessment of the associated risks, with documented actions proposed to eliminate or minimise the risks and methods for monitoring these risk controls (include any OHS risks identified by the Principal);
- OHS training** – arrangements for OHS training, including industry and site induction training and toolbox meetings;
- Incident and emergency management** – arrangements for managing accidents, incidents and near misses, with the name(s) of responsible persons and their contact details, including after-hours contact(s);
- Site Safety Rules** – a copy of the rules must be displayed on site, covering as a minimum:
 - industry/site induction, toolbox meetings and other safety training;
 - personal protective equipment and first aid arrangements;
 - site access and security;
 - accident/incident and emergency procedures;
 - protection of all workers and the public;
 - working at heights;
 - electrical work and equipment, including leads, power tools and overhead wiring;
 - demolition, excavation, mobile plant, formwork and other temporary structural frames;
 - hazardous materials and dangerous goods; and
 - safe working, including SWMS, fire prevention, drug prohibition and general housekeeping;
- Safe Work Method Statements** for activities identified as having a significant risk, which must:
 - be on the letterhead of the organisation carrying out the work, showing the name and registered office address of the organisation; and
 - be signed and dated as authorised for use by a senior manager of the organisation, and must describe:
 - work activities to be undertaken, including the step-by-step sequence involved in doing the work and identification of work activities with health and safety hazards and risks;
 - potential health and safety hazards and risks associated with the work and with each step of the work;
 - safety controls that will be in place to minimise the hazards and significant risks;
 - all health and safety instructions to be given to persons involved with the work;
 - health and safety legislation, codes or standards applicable to the work, and where copies of these are kept;
 - 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 WorkCover permits required to complete the work; and
 - inspection and maintenance checks that will be or have been carried out prior to use of the plant and equipment list