



**Request for Tender (RFT) Documents
for**

Contract name: Replacement of existing De stratification air compressor

Contract No.: 03818291

July 2014

Mini-Minor Works - Conditions of Tendering

- T1. The NSW Government's Code of Practice Procurement (**NSW Code**) and the NSW Government's Implementation Guidelines to the NSW Code of Practice for Procurement (**NSW Guidelines**) apply to this tender. By submitting a tender the tenderer warrants it is not precluded from entering a contract and accepting the works (if successful) and agrees that it will be taken to have read and understood, and that it will comply with, the NSW Code and NSW Guidelines.
- T2. These Conditions of Tendering do not form part of any contract awarded as a result of this tender process.
- T3. Refer requests for information concerning this Request for Tenders to the Authorised Person nominated in the General Conditions of Contract - Contract Information.
- T4. 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.
- T5. 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 OHS and Environmental Management Information
- T6. Tenderers are encouraged to lodge tenders through the NSW Government *eTendering* website <https://tenders.nsw.gov.au>.
- T7. 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.
- T8. 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.
- T9. Submit additional information requested by the Principal within the time stated in the request.
- T10. The Principal may treat any detail required by the RFT documents which is omitted, illegible or unintelligible as failing to fulfil the relevant requirements.
- T11. 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.
- T12. No tender is accepted unless the Principal gives an acceptance or formal agreement in writing.
- T13. Details of this tender and the outcome of the tender process will be disclosed in accordance with the *Government Information (Public Access) Act* (NSW) and Premier's Memorandum 2007-01.
- T14. By submitting a tender, the tenderer authorises the Principal to gather, assess and communicate to NSW Government agencies or local government authorities information about the tenderer's financial position and the tenderer's performance in respect of any contract awarded as a result of this tender process. Such information may be used in considering whether to offer the tenderer future tendering opportunities.

Mini-Minor Works - Tender Schedules

1 Tender Form

Tender Closing Office

Name: »Sydney Catchment Authority
Address: »Level 4, 2-6 Station Street
»Penrith NSW 2750

Tenderer's details

Name:
(in block letters)
ABN

Address:
.....

Telephone
number:

Facsimile number:

e-mail address:

hereby tender(s) to perform the work for:

Tender Details

Contract Name: » Replacement of existing Destratification air
compressor

Contract Number: »03818291

in accordance with the following documents:

Conditions of Tendering

Tender Schedules

General Conditions of Contract

Works Description

Contract Schedules

Appendices

Drawings

»

and Addenda Numbers

Tenderer's Offer

For the Contract Price, being the lump sum of:

.....

.....

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

Signed for the Tenderer by:

Date:.....

Name (in block letters):

(Authorised Officer)

In the Office Bearer capacity of:

Mini-Minor Works - Tender Schedules

Break down of costs.

Item No	Description	Cost Inclusive of GST
1	Compressor and auxiliary equipment cost breakdown	
2	Auxiliary equipment cost	
3	Site Installation cost (including removal of existing compressor)	
4	Power Correction Factor equipment cost and installation costs	
5	Auxiliary electrical cost	
6	Provisional Sum for Slab replacement	\$40,000.00
7	Provisional Sum for Labling to SCA standard. (Details to be supplied to successful tenderer)	\$5,000.00
	GST	\$
	Cost Exclusive of GST	

xxz

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

Mini-Minor Works - Tender Schedules

3 Schedule of OHS and Environmental Management Information

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:

Mini-Minor Works - 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 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	<p>The following documents:</p> <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	<p>Where the Principal accepted only a lump sum, the lump sum; or</p> <p>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.</p>
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 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 NSW Government's Code of Practice for Procurement (**NSW Code**) and the NSW Government's Implementation Guidelines to the NSW Code of Practice for Procurement (**NSW Guidelines**) apply to the works. By undertaking to perform the works, the contractor warrants it is not precluded from entering the contract and accepting the works and agrees that it will be taken to have read and understood, and that it will comply with, the NSW Code and NSW Guidelines.
- .2 The Parties are to do all they reasonably can to co-operate in all matters relating to the Contract.
- .3 The Contractor is to comply, within a reasonable time, with any direction 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).
- .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 direct the Contractor to remove a person from the Site for failing to meet reasonable standards of conduct.

Mini-Minor Works - General Conditions of Contract

- .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).

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.
- .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 premises for the construction work under the *OHS Regulation 2001* (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.

Mini-Minor Works - General Conditions of Contract

- 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. Environmental Management**
- .1 No later than 3 Business Days prior to commencing 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*.
- .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 commence until a complying Environmental Management Plan has been submitted.
- .4 The Contractor is to complete and submit the Waste Recycling and Purchasing Report (WRAPP Report) shown in the Contract Schedule - Environmental Management Plan at Completion.
- .5 All environmental incidents, including near misses, and visits by environmental regulators, are to be reported immediately to the Authorised Person.
- 8. 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 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 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.
- 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 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

Mini-Minor Works - General Conditions of Contract

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.

10. 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.

11. Time for Completion

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

12. Post Completion 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 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 completed and true Combined Subcontractor's Statement and Supporting Statement in the form of the attached Contract Schedule; executed on" the date of the payment claim.
- .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 within 15 Business Days after receipt of the Contractor's payment claim.
- .6 In accordance with the relevant legislation identified in the Combined Subcontractor's Statement and Supporting Statement, the Principal may withhold any payment to the Contractor until this Statement is provided.
- .7 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. No payment is due to the Contractor until sufficient details of the nominated account are notified in writing to the Principal.

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- .8 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.
- .9 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.
- .10 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.
- .11 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.

14. 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 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.

15. 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.

Mini-Minor Works - General Conditions of Contract

- 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:
 - .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.
- 17. 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.

Mini-Minor Works - General Conditions of Contract

Contract Information

1. Authorised Person

Mentioned in Clause - Definitions

The Authorised Person is:

»Alan Broadbent

Title:

»Project Manager

Office address:
(for delivery by hand)

»Level 4
»2-6 Station Street
»Penrith NSW 2750

Postal address:
(for delivery by post)

»PO Box 323
»Penrith NSW 2751

Telephone number:

»(02) 4640 1244

email address:

»alan.broadbent@sca.nsw.gov.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:

»Sydney Catchment Authority

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:

16 calendar 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 calendar weeks.

Mini-Minor Works - General Conditions of Contract

Contract Information

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

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

5%.

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

monthly, on the first business day of each calendar month

Mini-Minor Works - Works Description

W1 Site name and address	<p>.1 Site name: »Avon Dam</p> <p>.2 Site address: »Avon Dam Road, Bargo NSW</p>
W2 Site Conditions and Requirements	<p>.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.</p>
W4 Existing Services	<p>.4 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.</p> <p>.5 Before commencing construction work, establish the precise locations of all underground and other services at and around the Site and:</p> <p>.1 obtain advice from <i>Dial Before You Dig</i> and the owners of the services;</p> <p>.2 engage a services locator; and</p> <p>.3 where any service is underground, in conjunction with the owner of the service, use pot-holing (or equivalent non-destructive techniques).</p> <p>.6 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.</p> <p>.7 Before undertaking any concrete cutting or other work penetrating the building fabric (floor, walls or ceiling):</p> <p>.1 ensure the services are isolated in the relevant work area; and</p> <p>.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</p> <p>.3 before restoring services, check all penetrations for live or damaged wiring or gas pipes.</p>
W5 Asbestos Removal	<p>.8 Where asbestos removal work is carried out, comply with the relevant statutory requirements, standards, codes and guidelines.</p> <p>.9 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.</p> <p>.10 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.</p> <p>.11 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.</p> <p>.12 Submit to the Principal a clearance certificate from an independent testing authority at the completion of the asbestos removal work.</p>
W6 Unexpected Discovery of Hazardous Materials	<p>.13 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.</p> <p>.14 As soon as possible, submit to the Principal details including:</p> <p>.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;</p> <p>.2 the Contractor's estimate of the cost of the measures necessary to deal with the substance; and</p> <p>.3 other details reasonably required by the Principal.</p> <p>.15 If instructed by the Principal to carry out work to deal with the hazardous substance:</p> <p>.1 carry out the work concurrently with other work wherever possible; and</p> <p>.2 otherwise minimise effects of the work on the time required to reach Completion.</p>

Mini-Minor Works - Works Description

W7 Works description

DESCRIPTION OF THE WORKS

Background

Avon Dam is the third and the largest of the four water supply dams built as part of the Upper Nepean Water Supply Scheme. The 72 metre high Avon Dam holds water from a 140 square kilometre catchment, forming a lake of 1,055 hectares, with a capacity of 214,360ML.

It was completed in 1927 to serve the Sydney area until the completion of Warragamba Dam in 1960. After which, in 1963, its storage was reserved to meet the increased water supply needs of the Wollongong area.

Purpose

The purpose of the project is to replace the existing air compressor (Champion TS32/25-400 water cooled compressor fitted with a 335kW motor and rated at 1000kPa, (This compressor is fitted with a spiral valve which was set and locked at the factory during manufacture to ensure the machine does not produce full volume and have an amp draw greater than is available at the site)) with a unit of similar capability, to enable the SCA to continue to aerate Lake Avon. The existing compressor, installed in 1994 to assist in the removal of iron and manganese, through a aeration/destratification system, from supplied water to the Illawarra, has experienced significant reliability issues over the past 5 years.

The key project objective is to deliver a reliable, more efficient, de-stratification air compressor at Avon Dam with reduced ongoing operating and maintenance costs.

Scope of Work

- Supply and install new air cooled air compressor and associated equipment which shall be fit for purpose,
- Supply and install Pre and micro filters if required, check existing to see if suitable still and if so re-use,
- Connect new compressor to existing air lines and re-support air lines as require,
- Modify existing awning, if required, to fit new compressor,
- Supply all equipment and materials to carry out installation work,
- All installation work to be accordance with the local supply authority,
- Remove and dispose of the existing compressor and redundant equipment,
- Investigate the adequacy of the existing concrete foundation for the new compressor and repair the hairline crack if feasible,
- Install a new concrete foundation if required,(Provisional Sum allowance for this item)
- Supply and Install unity power factor correction equipment, suitable for new compressor, in a stand-alone cubicle, to be located on the concrete slab next to the existing transformer,
- Inspection and maintenance plans are to be set up in Maximo for the new air cooled air compressor,
- Commissioning of installation (including acceptance testing),
- That all operators are trained in operating the new air cooled air compressor. (Allow up to 5 Operators)
- Asset data and manufacturers manuals are provided for the new air cooled air compressor and all auxiliary equipment, including electrical equipment,

Mini-Minor Works - Works Description

- Existing cooling water lines, for current compressor to be isolated and "capped off" and supported in a safe manner out of the way of new compressor,
- Safe operating instructions are to be provided to SCA for incorporation into SCA Safe Operating procedures (SOP) for the new compressor,
- Supply WAE drawings for all equipment, including modified existing drawings, in both DWG and PDF format. DWG drawings are to be supplied using the SCA template and accompanied with any reference files used to compile the drawing. The template will be provided to the successful tenderer.
- All work to be carried out in accordance with SCA Technical Specification Work Instruction,
- Safe Work Plans and Environmental Management Plans to be submitted to SCA for review prior to commencement of any work on site.
- ,
- Notice of Electrical Connection

Program

Installation to be completed by end of December 2014. Contractor to provide a program for the delivery of the compressor and auxiliary equipment and its installation and commissioning at time of tendering.

Technical Specification

General

All equipment and material supplied shall meet this Specification and shall conform to the best current industry practice. Notwithstanding any requirement specified herein with regard to material, design or other matters, it shall be the Contractor's responsibility to supply new equipment to meet Australian Standards, fit for the purpose and entirely satisfactory for all operating conditions.

The Contractor shall provide equipment from any manufacturer which will be supported on an ongoing basis for at least five (5) years from the date of Completion of Works.

Provide all materials, labour, tools, equipment and services necessary for, and incidental to, the design, installation, operation, testing, commissioning and acceptance testing of the systems and assets as specified herein and shown on the Drawings.

All new equipment / assets described in this Specification shall be supplied, installed, tested, commissioned and warranted, unless specifically excluded from these works.

Statutory Approval and Requirements

To ensure work proceeds in accordance with all relevant statutory approvals and requirements under prevailing legislation and regulation, the Contractor shall ensure that all licences, permits and approvals are obtained and maintained as required and that all statutory and regulatory requirements are complied with throughout the life of the activity.

Relevant requirements may include notification and/or consultation with other State agencies. No condition of this approval removes the obligation of the Contractor to obtain, renew or comply with such licences, permits, approvals or requirements.

All equipment supplied or installed as part of this Specification shall be fitted with conspicuous labels attached to permanent, non-detachable, parts of equipment. The inscriptions for the labelling shall be in accordance with the Principal's asset / equipment coding system referred to in Principal's Asset Identification Procedure

Mini-Minor Works - Works Description

(The Procedure will be provided to the successful tenderer..

Air Compressor Technical Specification

Capacity	740 litres/second
Discharge Pressure	10.5 bar (<i>10.0 bar minimum</i>)
Air Cooled	
Outlet Air Temperature	40°C max.
Motors electric	415 Volt/3 phase/50 hertz
Reduced current Starting	Auto Transformer or Star Delta
Maximum Amps	400
Electrical rating	Minimum IP66
Sound Enclosure	62 dBA at 1metre (to be confirmed)
Installation Location	Outdoors
Life Expectancy	Minimum 20 years

Appropriately sized anti-condensation heaters to be fitted to drive motor and starter enclosure.

Note: Consideration may be given to adopting a water cooled compressor if at the time of tendering water cooled compressors are offered at a discount to air cooled compressors.

Power Factor Correction Equipment

Power factor correction, sized for the new compressor, to be supplied and installed in free standing outdoor electrical cubicle adjacent to existing Transformer Cubicle.

The power correction equipment must be rated at 415 V AC 50 Hz, unless noted otherwise. The maximum voltage to be allowed for at the customer main supply shall be 440 V AC 50 Hz. This voltage will be considered as the normal supply voltage.

Ambient temperature of environment 40°C

Minimum Relative Humidity 80%

Degree of protection units IP66.

All equipment shall be designed, manufactured and tested and installed in accordance with the latest editions of Australian Standards. Where Australian Standards do not exist International Standards shall apply.

Power Factor Controller (PFC)

The PFC is to be supplied with a reactive power factor controller which automatically switches capacitor banks ON and OFF depending on the load variations and target power factor.

The power factor controller shall be microprocessor controlled and have the following features:

- Minimum power factor control setpoint target range of 0.8 to 1.0 in 0.01

Mini-Minor Works - Works Description

increments

- Minimum KVAR Size (eg 300KVAR)
- Minimum/ Maximum step sizes (12.5KVAR/ 25 KVAR etc)
- Non-volatile program and data memory
- Digital display of power factor number of number of capacitor stages in use, percentage of voltage harmonic distortion, current, kW and kVAr
- Provision for manual and automatic switching
- Automatically cycle the capacitor steps to ensure equal aging of components
- Adjustable switching time delay from 1-300 sec
- Adjustable c/k ratio
- Stage ratios for sequential operation/expansion
- General Fault indication for failure & over temperature
- Analog output available for PF, THD, Current, KW, KVar
- Zero voltage tripping: On loss of supply all steps should be switched out and after mains restoration steps should be switched back but only after the adjusted time delay
- Capable of reliable operation in temperature range -20°C to 70°C
- Power factor correction shall be mounted in electrical switch room suitable for new compressor
- A locking switch, which disables the front user panel from unauthorised personnel shall be provided
- Forced ventilation shall be provided to ensure that all equipment operates at temperatures within the design maximum
- Appropriate labelling to be provided in accordance with SCA requirements (details to be provided to successful tenderer).

SCADA System

A plant SCADA system is going to be provided at Avon dam to carry out remote control and monitoring of the SCA assets and equipment in the near future.

A FOBOT is going to be installed inside an IP66 enclosure adjacent to the aeration compressor shed. The new SCADA fibre optic ring will run via underground conduit to this FOBOT for the interfacing with the new aeration compressor in the future.

The new compressor will need to have provision for connection from the site PLC / SCADA to the FOBOT to allow for remote START/STOP and the following signals as a minimum:

- Digital Outputs (from compressor)
 - Running
 - Fault
 - Over Pressure
 - Over Temperature
 - Compressor available
 - spare
- Analogue Outputs (From compressor)
 - Pressure
 - Hours run
 - Oil Temperature
 - Receiver Air Temperature
 - spare
- Digital Inputs (To compressor)
 - Start Up
 - Shut Down
 - spare
- Analogue Inputs (To compressor)

Mini-Minor Works - Works Description

- Spare

Note: The contractor can add further signals if they are considered to be required, and can advise the SCA.

.16 Carry out the Works in accordance with the following:

- .1 » EP&A Act Part 5 ENVIRONMENTAL REVIEW
- .2

.17 In addition to the above:

- .1 provide fencing, hoardings and warning notices;
- .2 remove from the Site all rubbish, debris, rubble, hazardous substances and other items not salvaged or preserved;
- .3 »

.18 Perform any demolition necessary to carry out the work under the Contract in accordance with AS2601-2001 'The demolition of structures' and:

- .1 comply with the *Occupational Health and Safety Regulation 2001* (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 days notice to owners of adjoining properties in respect of any work which may affect their property, themselves or tenants, including proposed safeguards if necessary;
- .5 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
- .6 handle, use, isolate, remove and dispose of such substances in accordance with statutory requirements at suitable disposal sites.

Mini Minor Works - Contract Schedule

Safety Management Plan and Safe Work Method Statements

In accordance with General Conditions of Contract Clause 5 *Occupational 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 listed.

Mini Minor Works - Contract Schedule Environmental Management Plan

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

ENVIRONMENTAL OBJECTIVES	ACTION TO BE TAKEN	WHEN ACTION WILL BE TAKEN	PERSON RESPONSIBLE	ACTION COMPLETED
1. CONSERVATION OF PLANTS & WILDLIFE				
1.1 Protect flora and fauna	Protect existing trees and plants at and around the Site from damage unless approved by the Principal			
	Do not remove trees and plants without approval from the Principal			
	Control weeds on the Site			
	Protect birds, fish and animals at and around the Site from harm			
	Do not remove birds, fish and animals from the Site without the written agreement of the Principal			
	Do not bring birds, fish, animals and plants onto the Site without written agreement from the Principal			
	Minimise the use of pesticides and herbicides for minimal impact on the environment			
1.2 Control movement of pedestrians, materials, vehicles and plant to minimise damage to the environment	Use only designated routes for access to the Site			
	Use designated site roads and access routes for all movements on and adjacent to the Site			
	Locate compounds, and park all vehicles and plant, in designated areas on the Site			

Mini Minor Works - Contract Schedule Environmental Management Plan

ENVIRONMENTAL OBJECTIVES	ACTION TO BE TAKEN	WHEN ACTION WILL BE TAKEN	PERSON RESPONSIBLE	ACTION COMPLETED
2. CONSERVATION OF RESOURCES				
2.1 Design for energy efficiency	Adopt energy efficiency, environmental enhancement and waste minimisation as design criteria			
	Use low energy usage construction, fittings and appliances (including heating/cooling and lighting)			
2.2 Select materials to minimise: <ul style="list-style-type: none"> resource use and waste ozone depleting effects detrimental effects on air, water, and land quality 	Incorporate conservation of resources obligations into subcontracts			
	Reuse all topsoil on the Site and minimise the use of imported topsoil			
	Mulch and chip cleared vegetation as appropriate			
	Maximise use of materials that are recyclable or from a sustainable source			
	Use timber from sustainable managed sources only			
	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			
2.3 Conserve heritage items and other physical attributes of the Site	Comply with statutory requirements for conservation of heritage items			
	Manage the conservation of physical attributes of the Site, including (LIST THE ATTRIBUTES): <ul style="list-style-type: none"> 			
3. POLLUTION CONTROL				
3.1 Control discharges and emissions from vehicles and plant to minimise damage to the environment	Do not use vehicles, plant or equipment that produce excessive emissions			
	Monitor emissions from vehicles and plant			
	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			

Mini Minor Works - Contract Schedule Environmental Management Plan

ENVIRONMENTAL OBJECTIVES	ACTION TO BE TAKEN	WHEN ACTION WILL BE TAKEN	PERSON RESPONSIBLE	ACTION COMPLETED
3. POLLUTION CONTROL (continued)				
3.2 Prevent pollution of stormwater and adverse effects on land and vegetation by control of cleaning activities and discharges	Use only water based, non-toxic paints and use only water to clean paint brushes and rollers			
	Control all run-off from cleaning activities			
	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			
	Install the following sediment control devices before starting construction (LIST THE DEVICES): •			
	Monitor and manage the effectiveness of sediment control devices			
	Remove sediment control devices when no longer required			
3.4 Prevent release of soil contamination to the environment	Establish, before commencing work on the Site, in consultation with the Principal, if contaminated soil is present at the Site			
	If contaminated soil is present, manage the work to prevent release to the environment			
3.5 Manage refrigerants and other dangerous goods to meet statutory requirements	Ensure the procedures used for the charging and disposal of refrigerants and use of dangerous goods meet statutory obligations			
	Use appropriately trained employees			
	Obtain the licences required			
	Document dangerous goods identification, disposal and management, and retain the documentation			

Mini Minor Works - Contract Schedule Environmental Management Plan

ENVIRONMENTAL OBJECTIVES	ACTION TO BE TAKEN	WHEN ACTION WILL BE TAKEN	PERSON RESPONSIBLE	ACTION COMPLETED
3. POLLUTION CONTROL (continued)				
3.6 Minimise noise and vibration impacts on neighbours, occupants and users of any facility	Comply with noise limits and conditions prescribed by the EPA, Department of Environment and Conservation and Council (as applicable)			
	Use equipment in good repair and condition			
	Use noise suppression equipment (e.g. silencers on compressors) and acoustic barriers as required			
	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			
3.7 Comply with Trade Waste Licence conditions applicable to the facility	Implement procedures to avoid breaches of the Trade Waste Licence conditions (may apply to discharges from cooling water systems, condenser water systems, heating water systems, cooking facilities, engine discharges, water treated with chemicals or where large sediment loads exist)			
3.8 Minimise air pollution from dust and emissions	Minimise areas of exposed earth and stockpiles			
	Cover and secure materials in open transport			
	Use water sprays and/or other means to control dust			
	Keep emissions within statutory or other required limits			
	Minimise fire risks, and prevent and control fires			

Mini Minor Works - Contract Schedule Environmental Management Plan

ENVIRONMENTAL OBJECTIVES	ACTION TO BE TAKEN	WHEN ACTION WILL BE TAKEN	PERSON RESPONSIBLE	ACTION COMPLETED
3. POLLUTION CONTROL (continued)				
3.9 Dispose of waste in accordance with statutory requirements	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			
	EITHER Provide valid disposal certificates for each applicable item OR Provide company certification of appropriate disposal of the following (LIST THE ITEMS): <ul style="list-style-type: none"> • 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 environment from emergencies	Document emergency procedures to manage all reasonably foreseeable harm, including spills and other environmental emergencies			
	Ensure emergency procedures are followed			
	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			
	Re-instate and clean damaged areas and features, including work areas			
	Re-instate damaged eco-systems and features to their previous condition			
	Identify key contacts: (LIST NAMES and ROLES) <ul style="list-style-type: none"> • 			

Mini Minor Works - Contract Schedule Environmental Management Plan

ENVIRONMENTAL OBJECTIVES	ACTION TO BE TAKEN	WHEN ACTION WILL BE TAKEN	PERSON RESPONSIBLE	ACTION COMPLETED
3. POLLUTION CONTROL (continued)				
3.11 Comply with environmental requirements and rectify breaches	Inspect the Site daily to ensure appropriate environmental controls are in place and operating effectively, and that all environmental management requirements are being met			
	Cooperate with environmental audits by others			
	Rectify any environmental breaches identified within the time specified in an audit or by the Principal			
4. RECORDS AND REPORTING				
4.1 Provide sufficient documentation to demonstrate appropriate environmental management	Prepare, submit and update the Environmental Management Plan			
	Maintain and submit records of environmental training			
	Report on implementation of the Environmental Management Plan			
	Submit to the Principal copies of correspondence with regulators, including incident reports and notification of non-compliances or fines			
	Submit documentation evidencing that the causes of non-compliances have been corrected			
	Keep records for inspection securely filed using an effective document retrieval system			
	Complete the Waste Recycling and Purchasing Report and pass to the Principal at Completion. The Waste Recycling and Purchasing Policy Report (WRAPP Report) form is available on the Procure Point website. With the WRAPP Report, submit waste disposal certificates and/or company certification confirming appropriate, lawful disposal of waste.			
4.2 Report environmental incidents	Immediately report all environmental incidents to the Principal			
	Immediately report environmental incidents as otherwise required			

Refer to clause 58.6.2 of the GC21 General Conditions of Contract

This statement must accompany any payment claim served on a principal to a construction contract by a head contractor.

For the purposes of this Statement the terms "principal", "head contractor", "subcontractor", and "construction contract" have the meanings given in section 4 of the Building and Construction Industry Security of Payment Act 1999.

The Contractor is both a "head contractor" in terms of the Building and Construction Industry Security of Payment Act 1999, and a "subcontractor" in terms of the Workers Compensation Act 1987, Payroll Tax Act 2007, and Industrial Relations Act 1996, and makes relevant statements below accordingly.

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

Relevant legislation includes *Workers Compensation Act 1987*, s175B, *Payroll Tax Act 2007*, Schedule 2 Part 5, *Industrial Relations Act 1996* s127, and *Building and Construction Industry Security of Payment Regulation 2008* cl 4A

Information, including Notes, Period of Statement, Retention, and Offences under various Acts are included at the end of this Schedule.

Main Contract

Contractor:

(Address of Subcontractor)

(Note 2)

Subcontracts

Period

(Note 3)

(Note 5)
(Note 4)

I, _____ a director or a person authorised by the Contractor on whose behalf this declaration is made, hereby declare that I am in a position to know the truth of the matters that are contained in this statement and declare that, to the best of my knowledge and belief:

- (a) The abovementioned Contractor has either employed or engaged workers or subcontractors during the above period of this contract. Tick ☐ if true and comply with (b) to (h) below, as applicable. If not the case that workers or subcontractors are involved or you are an exempt employer for workers compensation purposes tick ☐ and only complete (e), to (h) below. You must mark one box. (Note 6)
- (b) All workers compensation insurance premiums payable by the Subcontractor in respect of the above period have been paid. The Certificate of Currency for that insurance is dated _____. (Note 7)
- (c) All remuneration payable to relevant employees for work under the contract for the above period has been paid. (Note 8)
- (d) Where the Contractor is required to be registered as an employer under the *Payroll Tax Act 2007*, the Contractor has paid all payroll tax due in respect of employees who performed work under the contract, as required at the date of this statement. (Note 9)
- (e) Where the Contractor is also a principal contractor to subcontracts in connection with the above work, the Contractor has in its capacity of principal contractor been given a written Subcontractor's Declaration by its subcontractor(s) in connection with that work for the period stated above. (Note 10)

- (f) all amounts due and payable to subcontractors have been paid (not including any amount identified in the attachment as in dispute).

(g) Signature

Full name

Attachment

Schedule of subcontractors paid all amounts due and payable

Schedule of subcontractors paid all amounts due and payable

Subcontractor	ABN	Contract number/identifier	Date of works (period)	Payment claim dated (head contractor claim)

Schedule of subcontractors for which an amount is in dispute and has not been paid

Subcontractor	ABN	Contract number/identifier	Date of works (period)	Payment claim dated (head contractor claim)

- This form is prepared for the purpose of section 175B of the *Workers Compensation Act 1987*, Schedule 2 Part 5 *Payroll Tax Act 2007*, section 127 of the *Industrial Relations Act 1996* and sections 13(7) and 13(9) of the *Building and Construction Industry Security of Payment Act 1999*. If this form is completed in accordance with these provisions, a principal contractor is relieved of liability for workers compensation premiums, payroll tax and remuneration payable by the subcontractor.

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.
- In order to meet the requirements of s127 *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.'
- Provide the date of the most recent payment claim.
- 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.
- 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.
- In completing the Subcontractor's Statement, a subcontractor declares that all remuneration payable to relevant employees for work under the contract has been paid.
- In completing the Subcontractor's Statement, a subcontractor declares that all payroll tax payable relating to the work undertaken has been paid.

8. 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.

In terms of s 13(8) of the *Building and Construction Security of Payment Act 1999* a head contractor who serves a payment claim accompanied by a supporting statement knowing that the statement is false or misleading in a material particular in the particular circumstances is guilty of an offence.

For more information, visit the WorkCover website www.workcover.nsw.gov.au, Office of State Revenue website www.osr.nsw.gov.au, or NSW Industrial Relations, <http://www.industrialrelations.nsw.gov.au>. Copies of relevant legislation can be found at www.legislation.nsw.gov.au.