

SAMPLE ONLY

Minor Works Contract

The University of Adelaide

and

The Contractor

For *(Insert Name of Project)*

(Insert Name of Campus)

Contract No. *(insert)*

RMO Ref: *(insert)*

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Parties

1. **The University of Adelaide** ABN 61 249 878 937 of North Terrace, Adelaide, South Australia 5005 (the **University**); and
2. The Contractor named in Item 2 of Attachment 1 (the **Contractor**).

It is agreed as follows.

1. DEFINITIONS AND INTERPRETATION

1.1 In this Contract:

- (a) **“Change in Control”** means the effective control of the Contractor is altered from that subsisting at the date of this Contract. For the purpose of this definition, **“effective control”** means:
 - (i) control of the composition of the board of directors;
 - (ii) control of more than half of the voting power; or
 - (iii) control of more than half of the issued share capital.
- (b) **“Commencement Date”** means the date stated in Item 9 of Attachment 1.
- (c) **“Confidential Information”** means any information (in whatever form and whether recorded or not) which is:
 - (i) designated as confidential;
 - (ii) confidential by its nature; or
 - (iii) disclosed or obtained in circumstances importing an obligation of confidence;
 - (iv) and specifically includes (but is not limited to) the items referred to in Item 6 of Attachment 1.
- (d) **“Contract”** means the Contract evidenced by Attachment 1, the Documents (if any) stated in Item 5 of Attachment 1, these Terms and Conditions and any Special Conditions.
- (e) **“Contract Sum”** means the amount stated in Item 12 of Attachment 1.
- (f) **“Contractor’s Representative”** means the person named in Item 2 of Attachment 1 and any other person agreed to by the University’s Contract Manager from time to time to undertake the role of Contractor’s Representative.
- (g) **“Defects Liability Period”** is as stated in Item 15 of Attachment 1 or if nothing is stated, 52 weeks from Practical Completion of the Works.
- (h) **“Disclosing Party”** means a party who discloses, allows access to or makes available its Confidential Information under this Contract.
- (i) **“Documents”** means the documents listed in Item 5 of Attachment 1 (if any).
- (j) **“Extension of Time”** means an extension of time in respect of a Milestone Date or the Target Practical Completion Date.
- (k) **“Final Payment”** means the final payment made to the Contractor subject to clause 19.4 and as specified in Item 14 of Attachment 1 and if nothing is stated in Item 14, 25% of the Contract Sum.

- (l) **“GST”** has the meaning in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).
- (m) **“Intellectual Property Rights”** includes property and rights in respect of copyright (including future copyright and rights in the nature of or analogous to copyright), performers’ rights, know-how, trade mark, service mark, design, inventions (including patents), semi-conductor or circuit layout rights, trade, business or company names, or other proprietary rights, or any rights to registration of such rights (including all renewals and extensions), whenever created.
- (n) **“Liquidated Damages”** means liquidated damages (if any) specified in Item 12 of Attachment 1.
- (o) **“Legislative Requirement”** means a requirement of an Act of parliament or subordinate legislation that applies in relation to the supply of the Works or in relation to the Contractor.
- (p) **“Materials”** means materials used in the course of carrying out the Works.
- (q) **“Milestone”** means a Milestone specified in Item 11 of Attachment 1.
- (r) **“Milestone Date”** means, for a Milestone, the date specified in Item 11 of Attachment 1 as it may be extended by an Extension of Time.
- (s) **“Moral Rights”** has the same meaning as it does in section 189 of the *Copyright Act 1968* (Cth) from time to time, and if any work or other material is used in any jurisdiction other than in Australia, any similar right capable of protection under the laws of that jurisdiction.
- (t) **“Payment Terms”** are those specified in Item 13 of Attachment 1.
- (u) **“Practical Completion”** means:
 - (i) the Works are complete except for minor omissions and defects which do not prevent the University from using the Works for their stated purpose;
 - (ii) those tests (including commissioning) which are required by the Contract to be carried out and passed before the Works reach Practical Completion have been carried out and passed; and
 - (iii) documents and other information (including any commissioning data) required under the Contract which, are essential for the use, operation and maintenance of the Works, have been supplied.
- (v) **“Preliminaries”** means the preliminaries set out in Attachment 5.
- (w) **“Practical Completion Certificate”** means the Certificate of Practical Completion issued by the University’s Contract Manager to the Contractor under clause 18.
- (x) **“Receiving Party”** means a party who receives, has access to or has made available to it Confidential Information under this Contract.
- (y) **“Security”** means the security to be provided by the Contractor to ensure the due and proper performance of this contract for the amount set out in Item 7 of Attachment 1.
- (z) **“Separable Portion”** means a separable portion of the Works under clause 10.6.
- (aa) **“Site”** means the site as described in Item 3 of Attachment 1.
- (bb) **“Special Conditions”** means the terms and/or conditions (if any) set out in Attachment 2.
- (cc) **“Standards, Policies and Procedures”** means all standards, policies and procedures issued by the University from time to time (and which are available on the University’s website) including those in relation to the supply of work similar to

the Works or the conduct of a person such as the Contractor in supplying such work.

- (dd) **“Target Practical Completion Date”** means the date stated in Item 10 of Attachment 1 as extended by Extensions of Time.
- (ee) **“Taxable Supply”** has the same meaning as it does in section 9-5 of *A New Tax System (Goods and Services Tax) Act 1999* (Cth).
- (ff) **“Terms and Conditions”** means these terms and conditions.
- (gg) **“University”** means The University of Adelaide and its successors and assigns.
- (hh) **“University’s Contract Manager”** means the person for the time being appointed by the University to manage the performance of this Contract and named in Item 1 of Attachment 1.
- (ii) **“Variation”** means a change in the scope of the Works.
- (jj) **“Variations Margin”** means the agreed margin for Variations stated in Item 12 of Attachment 1.
- (kk) **“Works”** means the work described in Item 4 of Attachment 1 to be undertaken by the Contractor in accordance with the requirements of this Contract.

1.2 In this Contract the following rules of interpretation apply unless the context requires otherwise:

- (a) The singular includes the plural, and vice versa.
- (b) A gender includes all genders.
- (c) Other grammatical forms of a defined word or phrase have a corresponding meaning.
- (d) A reference to a person includes a corporation, trust, partnership, unincorporated body or other entity or association.
- (e) A reference to a clause is a reference to a clause of these Terms and Conditions.
- (f) Nothing in this Contract is to be interpreted against a party solely on the ground that the party put forward this Contract or any part of it.

1.3 Any terms and conditions proposed by the Contractor in connection with the Works will not apply unless set out in the Documents or the Special Conditions.

1.4 If there is any inconsistency between the terms of this Contract, then, to the extent of the inconsistency, this Contract will be interpreted in the following order of priority from highest to lowest:

- (a) Terms and Conditions;
- (b) Attachment 1 (Contract Details);
- (c) Attachment 2 (Special Conditions);
- (d) Documents in the order of the assigned Attachment numbers.

1.5 No amendment, variation or modification of this Contract is valid or binding unless made in writing and properly executed by or on behalf of all parties.

1.6 This Contract is governed by the laws of the State of South Australia.

2. NATURE OF CONTRACT

- 2.1 The University will pay the Contract Sum to the Contractor in consideration for the performance of the Works by the Contractor in accordance with the requirements of this Contract.
- 2.2 If the Contractor comprises more than one person or body, this Contract applies to the Contractor jointly and severally.
- 2.3 The Contractor is an independent contractor and not an employee or agent of the University.
- 2.4 The Contractor acknowledges and agrees that the Contractor:
- (a) is and will at all times be suitably qualified, skilled and experienced to carry out the Works in accordance with this Contract;
 - (b) holds and will maintain all approvals, authorisations, certificates, licences, consents and permits necessary to carry out the Works until the end of the Defects Liability Period;
 - (c) has carefully examined and acquainted itself with the Documents and is satisfied with them;
 - (d) is not insolvent within the meaning of the *Corporations Act 2001* (Cth) and no unsatisfied judgment or court order is outstanding against the Contractor;
 - (e) carries all insurances required by any Legislative Requirement including compulsory third party personal injury motor vehicle insurance and WorkCover registration;
 - (f) has made proper allowance in the Contract Sum for:
 - (i) all matters in or capable of inference from this Contract; and
 - (ii) all matters which might impact on the Contractor's ability to carry out the Works in accordance with this Contract; and
 - (g) in any communication by the Contractor, including in any interview or discussion leading to this Contract, has provided accurate and complete information and has not provided any false, inaccurate or misleading information or failed to provide any material information relevant to the Contractor's ability to carry out the Works.
- 2.5 Unless otherwise agreed in writing with the University's Contract Manager, the Contractor is responsible for all costs and expenses incurred by the Contractor in connection with the performance of the Works and all taxes payable on this Contract and the transactions it evidences.
- 2.6 The Contractor agrees:
- (a) to comply with all directions, instructions and requirements of the University's Contract Manager and that person's delegate, from time to time; and
 - (b) to carry out the work under the Contract in accordance with the Preliminaries as set out in Attachment 5.
- 2.7 Whenever requested to do so, the Contractor will provide to the University's Contract Manager evidence of compliance with an obligation owed to the University under this Contract.

- 2.8 Any approval or consent given, or agreement made, by the University, its officers, employees or contractors in connection with this Contract (including, without limitation, the University's Contract Manager) does not limit or qualify the Contractor's obligations under this Contract.

3. NOTICES

- 3.1 The Contractor will promptly notify the University's Contract Manager of any failure by the Contractor to observe or perform the Contractor's obligations under this Contract.
- 3.2 Any notice to be given or served upon the University or the Contractor must be in writing and may be sent by mail or facsimile to the address or facsimile number of the recipient stated in Items 1 and 2 of Attachment 1.

4. CONFIDENTIALITY AND PUBLICATION RESTRICTIONS

- 4.1 Each of the parties will not use any Confidential Information of the other party or allow any Confidential Information of the other party to be used for any purpose except as contemplated by the Contract, and will:
- (a) keep confidential;
 - (b) take reasonable steps to ensure that the party's officers and employees do not disclose to a third party;
 - (c) maintain proper and secure custody of; and
 - (d) not use or reproduce in any form,
- any Confidential Information belonging to the other party.
- 4.2 The duty of confidence referred to in clause 4.1 will not extend to such of the Confidential Information as:
- (a) was known to the Receiving Party as at the date of this Contract otherwise than as a result of disclosure by the Disclosing Party;
 - (b) was in or becomes part of the public domain otherwise than as a result of a breach by the Receiving Party of its obligations under this Contract;
 - (c) is disclosed to the Receiving Party by any third party which does not owe any obligation to the Disclosing Party (directly or indirectly); or
 - (d) is required by law to be disclosed by the Receiving Party provided that the Receiving Party will immediately notify the Disclosing Party of any such requirement, if possible before making the disclosure.
- 4.3 The onus of proof of the matters referred to in clause 4.2 is on the Receiving Party.
- 4.4 Notwithstanding clause 4.1, Confidential Information may be disclosed by the Receiving Party:
- (a) to employees, legal advisers, auditors and other consultants of a party requiring the information for the purposes of this Contract; or
 - (b) with the consent in writing of the Disclosing Party, which consent may be given or withheld at the Disclosing Party's absolute discretion.
- 4.5 The Receiving Party will not release or give access to Confidential Information until it has obtained written undertakings to keep that information confidential and not to release it to any other party from such employers, legal advisers, auditors or other consultants.

- 4.6 The Contractor must not, and the Contractor must take all reasonable steps to ensure that its employees, agents, contractors and subcontractors do not, without the prior written approval of the University:
- (a) make any statement (whether directly or indirectly) to any person including to any of the media concerning any activities or plans of the University including but not limited to statements concerning the Works; and
 - (b) make any reference to or use the name of the University or the Works in any advertising or promotion of the Contractor.

5. ACCESS TO DOCUMENTS UNDER FOI

- 5.1 For the purposes of the *Freedom of Information Act 1991 (SA) (FOI Act)*, the clauses, annexures, appendices to and/or schedules of this Contract identified in Item 6 of Attachment 1 (if any) are confidential.
- 5.2 Unauthorised disclosure, communication or the allowing of access to the items in Item 6 of Attachment 1 (if any) or the subject matter contained therein constitutes a breach of a party's obligations under this Contract.

6. INTELLECTUAL PROPERTY AND MORAL RIGHTS

- 6.1 Any Intellectual Property created, developed or contributed to by the Contractor during the Contract will immediately upon its creation vest in the University.
- 6.2 The Contractor grants to the University the exclusive right to commercialise or otherwise deal with any Intellectual Property as it chooses.
- 6.3 Nothing in this Contract alters or varies the ownership of any Intellectual Property owned by a party which was developed or created by that party prior to this Contract, or created or developed during the Contract but which does not relate to the Works (the ***Pre-existing Intellectual Property***).
- 6.4 If any party wishes to use any Pre-existing Intellectual Property for the purposes of the Works, the parties will record the use of the relevant Pre-existing Intellectual Property and the owner of the Pre-existing Intellectual Property will grant to the non-owner a non-exclusive license to use such Pre-existing Intellectual Property subject to any encumbrances for the sole purpose of the Works.
- 6.5 The Contractor must obtain or have obtained all relevant consents or waivers (or both) in relation to the Moral Rights in any design or other material to be provided or relied on by the Contractor, in so far as it relates to this Contract.

7. SECURITY

- 7.1 If the Security is a bank guarantee, the Contractor must provide it to the University in the form of the approved unconditional undertaking at Annexure 6 before the Commencement Date.
- 7.2 If the Security is retention moneys, the University will deduct retention moneys from progress payments at the rate and up to the amount set out in Item 7 of Attachment 1.
- 7.3 The University may call upon the Security whenever the Contractor is in breach of the Contractor's obligations under this Contract. Recourse to the Security does not affect any other right of the University.

- 7.4 The University will, if it has no claims against the Contractor, release the Security in accordance with the release details in Item 8 of Attachment 1 provided that, in the case of the first release, the Contractor has given the University the documentation required by this Contract with regard to Practical Completion, Handover and Quality Control including all as-built documentation and any operation and maintenance manuals required for the use of the Works.

8. ASSIGNMENT AND SUBCONTRACTING

- 8.1 The University may assign or otherwise dispose of all or any of its rights under this Contract.
- 8.2 The Contractor cannot assign, dispose of or encumber its rights under this Contract without the University's written consent. The Contractor must not appoint any subcontractor or otherwise subcontract any part of the Works without the written approval of the University. Subcontract conditions of contract and payment obligations must be compatible with this Contract. For the purposes of this clause a Change in Control of the Contractor will be deemed to be an assignment to which the University's consent must be obtained.
- 8.3 Any assignment, disposal, encumbrance or subcontracting will not relieve the Contractor from any liability or obligation under this Contract and the Contractor is and will be jointly and severally liable to the University for the acts and omissions of subcontractors as if they were acts or omissions of the Contractor and, insofar as permissible by law, section 72 of the *Development Act 1993* (SA) as amended from time to time, shall have no application to the Contractor.
- 8.4 The Contractor will ensure that all subcontractors:
- (a) are competent and appropriately accredited, qualified and trained and hold insurance protection at least to the amounts of the minimum cover specified for the Contractor in Items 16 and 17 of Attachment 1;
 - (b) hold and maintain, all approvals, authorisations, certificates, licences, consents and permits required to be held in respect of the Works or any plant or personnel to the end of the Defects Liability Period;
 - (c) have completed the University's induction program and confirmed in writing to the University's Contract Manager that subcontractors have done so;
 - (d) are provided access to, and are able to comply with, the University's Occupational Health Safety and Welfare policies and procedures; and
 - (e) have signed a contract with the Contractor on terms and payment obligations compatible with this Contract.

9. INDUCTION, LICENCES AND CONTRACTOR'S PERSONNEL

- 9.1 Before commencing to carry out the Works the Contractor must:
- (a) complete the University's induction program and confirm in writing to the University's Contract Manager that it has done so;
 - (b) have in place Environmental and Occupational Health, Safety and Welfare management systems which must as a minimum requirement demonstrate compliance with Environmental and Occupational Health, Safety and Welfare laws, including:
 - (i) all of the duties of an employer and occupier of a workplace specified in the applicable legislation; and

- (ii) the obligations of a supplier of plant or equipment and Materials, under Occupational Health, Safety and Welfare laws and public safety legislation, where the Contractor either provides its own equipment for the use in carrying out the Works, or utilises plant or equipment made available on the University's premises or property occupied by the University;
 - (c) give to the University's Contract Manager a site specific safety plan incorporating but not limited to the induction requirements set out in the University's 'Induction Program for Contractors and Consultants'; and
 - (d) obtain and provide to the University copies of all relevant certificates of competency, licences, registration, inspection and any other certificates required by law in relation to any employees, agents and subcontractors, and must keep any additional copies of such material on the Site for the duration of the Contract.
- 9.2 Compliance with any site specific safety plan submitted by the Contractor will not relieve the Contractor of its responsibility to ensure safe and environmentally responsible work practices in relation to the Works.
- 9.3 The Contractor must at the request of the University immediately remove from the Site any person engaged on the Works who may, in the University's opinion, be incompetent or misconduct themselves and the Contractor must not again engage such person on the Site without the University's prior written permission.

10. COMMENCEMENT AND COMPLETION OF THE WORKS

- 10.1 The Contractor agrees to commence carrying out the Works on the Commencement Date and achieve the Milestones by the Milestone Dates and Practical Completion of the Works by the Target Practical Completion Date.
- 10.2 The Contractor will (within 7 days of the date of this Contract or such longer period as the University's Contract Manager may allow) provide the University with a program for the carrying out of the Works in order to achieve the Milestones by the Milestone Dates and Practical Completion by the Target Practical Completion Date and agrees to comply with that program and continually update it as a result of Extensions of Time.
- 10.3 The University's Contract Manager may grant an Extension of Time:
- (a) if the Contractor is delayed in carrying out the Works for any reason beyond the Contractor's control and not caused by the Contractor including inclement weather, industrial disputation, suspension, instructions or directions of the University's Contract Manager or if the University prevents the Contractor from accessing the Site (except in the case of an emergency) for a continuous period that exceeds one day or more; or
 - (b) if the University's Contract Manager directs a Variation that would entitle the Contractor to an Extension of Time under clause 17; or
 - (c) otherwise at the University's absolute discretion provided that the Contractor must take all reasonable steps to minimise the effect of any delay including, without limitation, reallocating of resources and reprogramming the Works.
- Milestone Dates and the Target Practical Completion Date can only be adjusted by notice in writing to the Contractor by the University's Contract Manager.
- 10.4 Subject to clause 10.3, an Extension of Time or any delay in the carrying out of the Works will not entitle the Contractor to any adjustment to the Contract Sum or other compensation.

- 10.5 If Practical Completion of the Works does not occur by the Target Practical Completion Date, the Contractor will pay Liquidated Damages to the University at the rate specified in Item 12 of Attachment 1 for each day or part of a day until Practical Completion occurs (the Liquidated Damages being a genuine pre-estimate of the University's loss and not a penalty).
- 10.6 If the Documents specify, or the University's Contract Manager directs, that the Works are to be carried out as Separable Portions, the University may, on a Separable Portion achieving Practical Completion, take possession of that Separable Portion.
- 10.7 The Contractor will:
- (a) supply at its own expense all plant, equipment and facilities required to carry out the Works (other than any that the University has agreed in writing to supply) and ensure that such plant, equipment and facilities are maintained at all times in a safe and good working condition;
 - (b) act in the best interests of the University in carrying out the Works; and
 - (c) engage sufficient, properly trained, experienced and accredited personnel to carry out the Works in accordance with this Contract and be responsible, in all respects for such personnel.
- 10.8 All Materials are at the Contractor's risk until Practical Completion.
- 10.9 Title to Materials vests in the University on the first to occur of when the University pays for them or they are incorporated into the Site.

11. SITE AND SETTING OUT

- 11.1 The Contractor must set out the Works within the boundaries of that part of the Site referred to in Item 3 of Attachment 1 or the Documents or designated by the University's Contract Manager and must ensure that no part of the Works is outside of those boundaries.
- 11.2 The Contractor uses the Site and gains access to it at its own risk.
- 11.3 Subject to clause 11.4, the University will give the Contractor non-exclusive access to sufficient of the Site for the sole purpose of carrying out the Works between the hours of 7.00 am and 5.00 pm on Monday to Friday in each week (except public holidays) and at such other times as the University approves in writing.
- 11.4 The Contractor must:
- (a) notify the University's Contract Manager in writing at least 5 days before access is required and specify in the notice when and for how long access is required, name the individuals who will be accessing the Site and specify any plant and equipment to be used;
 - (b) inform the University's Contract Manager in writing immediately should there be any change in the information given under this clause; and
 - (c) not access the Site at a particular time unless the University's Contract Manager has given written consent to such access, and must not allow any other person to do so; and
 - (d) the University must not unreasonably refuse a request for access and in any event must consider and respond in writing to any such request for access within no more than 48 hours notifying the Contractor if such request is or is not granted and the reasons why.

- 11.5 Access to the Site confers on the Contractor a right for itself and its employees, agents and subcontractors to only such use as is necessary to enable the Contractor to carry out the Works in accordance with this Contract. Any failure by the University to give access to the Site or any part of the Site at a particular time will not:
- (a) constitute repudiation or breach of this Contract by the University; or
 - (b) entitle the Contractor to terminate this Contract; or
 - (c) entitle the Contractor to an Extension of Time or any extra costs unless the University's Contract Manager has so agreed in writing.
- 11.6 Upon arrival at the Site, the Contractor must introduce itself and any of its employees, agents and Subcontractors present at the University's Contract Manager's place or at such other office as the University's Contract Manager may have specified, at the pre-arranged time, prior to gaining access to the Site.

12. CARE AND PROTECTION OF PROPERTY AND PERSONS

- 12.1 The Contractor is responsible for and indemnifies the University against all damage to the Site (including the Works), the loss of or damage to any other property of the University (real or personal), any death or personal injury and any expense, loss or damage incurred or suffered by the University arising from any act or omission of the Contractor or any employee, agent or subcontractor except to the extent that the loss or damage was caused or contributed to by the negligence or wilful act or omission of the University.
- 12.2 Without limiting the Contractor's indemnity in carrying out the Works, the Contractor must:
- (a) avoid interference with or damage to property and services on or adjacent to the Site, including obstruction of or damage to drains, watercourses, pipes, telephone lines or cables, air conditioning, light and power supply and other services in or adjacent to the Site (which are visible or the location of which can be ascertained from the information held by the University about its built environment available from the office of the University's Property Services upon request, or available from the relevant Authority);
 - (b) observe all essential safety provisions at all times; and
 - (c) keep the Site clean and tidy and, except to the minimum extent necessary to carry out the Works, not obstruct access to, from or through the Site by the University's students, employees, other contractors and the public generally.
- 12.3 The Contractor must not at any time leave any work or partly completed work in an unsafe condition or in a condition which might cause damage to other existing work, plant, machinery, equipment or people but shall continue that work until it is at a safe stage, and shall comply with all directions of the University's Contract Manager.
- 12.4 If the Contractor uses the University's property such as any plant, equipment or tools to carry out the Works, the Contractor does so at its own risk and will:
- (a) secure the property and take care of it, retain possession of it, not misuse it and return it to the University when it is no longer required or earlier on demand in the same condition as it was provided to the Contractor, fair wear and tear excepted; and
 - (b) replace all property made available by the University to the Contractor if it is lost or destroyed.

- 12.5 The Contractor agrees to :
- (a) immediately notify the University of the loss of any key or access card provided to the Contractor by the University; and
 - (b) pay for the cost of replacement of any lost key or access card and pay for all costs incurred by the University in maintaining or reinstating the security of the relevant building.

13. PERFORMANCE

- 13.1 The Contractor is responsible for all construction means and methods in connection with the carrying out of the Works and agrees to:
- (a) carry out the Works:
 - (i) in accordance with this Contract and with expedition and efficiency and without delay;
 - (ii) with the care, skill, diligence and foresight of a competent, skilled, qualified and experienced contractor performing similar work;
 - (iii) using Materials that, unless otherwise specified in the Documents or by the University's Contract Manager in writing, are new, of suitable quality and free from patent defects; and
 - (iv) such that the Works are suitable for their intended purpose as made known to the Contractor by the University as at the date of this Contract and comply with the requirements of this Contract and the requirements of any organisations having jurisdiction in connection with the Works.
 - (b) co-ordinate and integrate the carrying out of the Works:
 - (i) with any other work being carried out at the Site;
 - (ii) so that task sequencing activities and task conflicts are properly managed to benefit the University;
 - (iii) so that as little interruption as possible is caused to the other work or the University's operations; and
 - (iv) so that the University's operations take precedence at all times;
 - (c) at all times act in good faith and keep the University fully and regularly informed as to all matters affecting or relating to the Works.

14. WH&S AND INDUSTRIAL RELATIONS

- 14.1 The Contractor must:
- (a) carry out the Works safely and in a way which prevents injuries or death of persons and damage to or destruction of property and in compliance with all common law and statutory obligations relating to work health and safety, including, without limitation, the *Work Health and Safety Act 2012 (SA)* and the *Work Health and Safety Regulations 2012 (SA)*;
 - (b) comply with all Legislative Requirements and all Standards Policies and Procedures;
 - (c) comply with any health and safety directions given by the University's Contract Manager;
 - (d) maintain records and statistics relating to hours worked, number and type of accidents occurring and any other aspects of work on the Site as required by any relevant Legislative Requirements.

- (e) comply with all reporting requirements under the *Work Health and Act 2012 (SA)* and the *Work Health and Safety Regulations 2012 (SA)* in relation to incidents occurring as a result of or in connection with the Works.
- (f) transport and store all hazardous materials and dangerous goods in accordance with all Legislative Requirements and:
 - (i) must provide the University's Contract Manager with the relevant materials safety data sheet (MSDS) for all such goods; and
 - (ii) must not transport any hazardous goods until the relevant MSDS has been provided to the University's Contract Manager.
- (g) immediately notify the University of any incident, injury or property damage (including any environmental damage) and within 24 hours of any such incident, provide a report to the University's Contract Manager giving complete details of the incident, including results of investigations into its cause, and any recommendations or strategies for prevention in the future.

15. INDEMNITY

- 15.1 To the extent of the Contractor's contribution or fault, the Contractor indemnifies the University against all claims, costs, losses or actions in connection with the Works (whether in contract, tort (including negligence) or otherwise) arising from:
- (a) any breach of this Contract by the Contractor; or
 - (b) any act or omission by the Contractor or its employees, agents, contractors or consultants (whether negligent or otherwise); or
 - (c) any knowing or reckless infringement of third party Intellectual Property Rights or Moral Rights.
- 15.2 This clause 15 will not apply to the extent that the claim, costs or action, whatever and however arising was caused or contributed to by the negligence or wilful act or omission of the University or any of its consultants or contractors.

16. INSURANCE

- 16.1 The Contractor must effect and maintain public liability insurance for the amount set out in Item 17 of Attachment 1 (for any one claim and unlimited in aggregate).
- 16.2 The Contractor must produce evidence to the University's Contract Manager when work is to be undertaken by an asbestos consultant of adequate and appropriate insurance cover.
- 16.3 If the Contractor performs or commissions design work under this Contract, the Contractor must:
- (a) effect and maintain professional indemnity insurance (for any one claim and in aggregate for all claims during any 12 month period) for the amount and period set out in Item 16 of Attachment 1;
 - (b) take all reasonable steps to include a provision for automatic reinstatement; and
 - (c) renew its professional indemnity insurance policy each year for a continuous period of 6 years after completion of the Contract.
- 16.4 The Contractor must:
- (a) ensure that its subcontractors (of all tiers) provide the same insurance to it as provided to the University by the Contractor; and

- (b) provide certificates of currency to the University's Contract Manager promptly upon being requested to do so.
- 16.5 If the Contractor commissions design work from subcontractors, the Contractor must ensure that its design subcontractor's professional indemnity insurance is held for at least the amount of cover set out in Item 16 of Attachment 1 and must take all reasonable steps to:
- (a) ensure that its design subcontractor renews its professional indemnity insurance policy each year for a continuous period of 6 years after completion of the Contract; and
 - (b) where possible, that its design subcontractor's professional indemnity insurance policy includes a provision for automatic reinstatement.

17. VARIATIONS

- 17.1 The University's Contract Manager may, at any time, direct the Contractor to carry out Variations but Variations do not invalidate this Contract.
- 17.2 If a Variation deleting part of the Works is directed, the Contractor will not be entitled to claim or to be paid any compensation and the University may itself carry out any deleted work or engage others to do the work.
- 17.3 Within 3 days of a request for a Variation, the Contractor must notify the University's Contract Manager of the cost to carry out the Variation being the product of the Variation's Margin and the substantiated cost of Materials and labour in respect of the Variation and provide evidence of those costs.
- 17.4 If the University's Contract Manager accepts the cost provided by the Contractor under clause 17.3 the University's Contract Manager will direct the Contractor to carry out the Variation and the Contract Sum will be adjusted accordingly.
- 17.5 If the Contractor does not provide the information required under clause 17.3 or does not respond in time, the University's Contract Manager may direct the Contractor to carry out the Variation in which case the Contractor must do so and the Contract Sum will be adjusted as determined by the University's Contract Manager.

18. PRACTICAL COMPLETION

- 18.1 The Contractor will give the University's Contract Manager at least 14 days' notice that Practical Completion of the Works or a Separable Portion is likely to occur.
- 18.2 The University's Contract Manager will inspect the Works and may issue a Practical Completion Certificate if it believes that Practical Completion has been achieved. If the University's Contract Manager does not believe Practical Completion has been achieved, the University's Contract Manager must advise the Contractor in writing of the reasons why the University's Contract Manager will not issue a Practical Completion Certificate and the Contractor must continue to carry out and complete the Works.
- 18.3 Within one month of Practical Completion of the Works, the Contractor must:
- (a) complete all commissioning of plant and equipment and include all relevant commissioning data in the operations and maintenance manuals which was not required to be provided at Practical Completion; and
 - (b) provide all approvals by authorities and operations and maintenance manuals necessary for the University's use of the Works which were not issued, or required under the Contract to be provided before or at Practical Completion; and

- (c) obtain and give to the University's Contract Manager, in a form acceptable to the University's Contract Manager:
 - (i) subcontractors' certificates of compliance for the Works;
 - (ii) a completed Notification of Practical Completion and Handover together with any documentation required to be provided with the Notification of Practical Completion and Handover;
 - (iii) a completed Project Quality Control Checklist together with any documentation required to be provided with the Project Quality Control Checklist; and
 - (iv) as-built drawings.
- 18.4 The Defects Liability Period stated in Item 15 of Attachment 1 shall commence at 4.00pm on the date of Practical Completion.
- 18.5 The Contractor must, during the Defects Liability Period:
 - (a) promptly remedy any defect or omission in the Works; and
 - (b) any other failure of the Works to comply with this Contract, whether arising before or during the Defects Liability Period.
- 18.6 If the Contractor fails to rectify any defect or omission as required by the University's Contract Manager the University may rectify the defect at the Contractor's cost.

19. PAYMENT

- 19.1 The Contractor must submit invoices (in the form of a valid tax invoice in accordance with the *A New Tax System (Goods and Services Tax) Act 1999* (Cth)) containing such information as the University's Contract Manager may require from time to time with regard to the Contract Sum and in accordance with the Payment Terms specified in Item 13 of Attachment 1 but those invoices must only cover that part of the Works fixed to the Site.
- 19.2 Subject to clauses 19.5 and 15, the University will pay each invoice within 30 days of the end of the month in which it was received by the University being a payment on account only and not evidence of the value of work or evidence that work has been completed in accordance with the requirements of this Contract.
- 19.3 The University's Contract Manager may, as a condition of any payment, require the Contractor to issue a certificate in a form approved by the University's Contract Manager confirming that its employees and subcontractors have been paid.
- 19.4 The Contractor's Final Payment will be paid as specified in Item 14 of Attachment 1 in accordance with clause 19.2 on receipt by the University's Contract Manager of all completed documentation from the Contractor as required by clause 18.3.
- 19.5 The University may withhold payment of any amount which it in good faith disputes is payable until the dispute is resolved by the University so that the payment becomes payable.

20. GST

- 20.1 Any amount (**Payment Amount**) payable by any party (**Recipient**) to the other (**Supplier**) for, or in connection with, any Taxable Supply under this Contract does not include any GST.

- 20.2 The Recipient must pay the Supplier an additional amount on account of GST equal to the Payment Amount multiplied by the prevailing GST rate.
- 20.3 The additional amount is payable at the same time as the Payment Amount is payable by the Recipient to the Supplier.
- 20.4 However, the additional amount is not payable unless the Supplier has provided the Recipient with a tax invoice which is in an approved form for GST purposes.
- 20.5 If a party is to indemnify, reimburse or makes a contribution (**Contribution**) to the other party, and the other party can obtain an input tax credit on an acquisition associated with the Contribution, the amount of the Contribution to be made by the first party is to be reduced by the amount of that input tax credit. The reduction is to be made before any increase under this clause.

21. SUSPENSION

- 21.1 The University may by written notice to the Contractor, without liability to the Contractor (whether in contract, tort or otherwise), suspend the performance of the Works for such period and on such terms as it decides from time to time.
- 21.2 Upon receiving notice under this clause, the Contractor must comply with any direction in writing from the University with the purpose of mitigating any cost or loss to the University.
- 21.3 The University will not be liable for any loss, damage, claim or extra costs (including but not limited to loss of profits and cost of overheads) resulting from any suspension caused by an act or omission of the Contractor, such costs to be borne by the Contractor. Otherwise, the Contractor is entitled to be paid its costs reasonably incurred and arising out of the suspension, provided that the Contractor can prove to the University's Contract Manager that it has been unable to redeploy its personnel and subcontractors.
- 21.4 Any suspension will not affect the obligation of the Contractor to execute the Works by the Target Practical Completion Date as adjusted from time to time by the University in accordance with this Contract but the cause of the suspension may entitle the Contractor to claim an Extension of Time.

22. TERMINATION

- 22.1 The University may terminate this Contract immediately if the Contractor breaches it or if the Contractor becomes insolvent within the meaning of Regulation 7.5.02 of the *Corporations Regulations 2001 (Cth)* (as amended or replaced from time to time).
- 22.2 The Contractor indemnifies the University against all claims arising from the Contractor's breach including all costs and expenses in excess of the Contract Sum incurred by the University to complete the Works.
- 22.3 The University may also terminate this Contract at any time by 10 days' notice to the Contractor, even if the Contractor is not in breach and, if it does so, the University will, in accordance with this Contract, pay the Contractor for all work completed up to the termination date and return the Security to the Contractor subject to there being no actual or potential breaches of this Contract by the Contractor.
- 22.4 Upon receiving notice under this clause, the Contractor must comply with any direction in writing from the University to cease carrying out the Works and otherwise mitigate any cost or loss to the University.

23. DISPUTES

- 23.1 Any dispute shall be notified in writing by either party to the other party.
- 23.2 The notice of dispute must set out details of the dispute.
- 23.3 At first instance the parties' respective contract managers shall meet to consider and resolve the dispute.
- 23.4 If the parties' contract managers are unable to resolve the dispute within a reasonable time, then the University may refer the dispute to the respective CEOs (or equivalent officer) for their consideration to attempt resolution and to explore in good faith the prospect of mediation.
- 23.5 Nothing in this clause shall prevent either party seeking declaratory relief or injunctive or other urgent relief.

24. OBLIGATIONS UNDER THE INDEPENDENT COMMISSIONER AGAINST CORRUPTION ACT 2012 (SA)

- 24.1 The University is a "public authority" for the purpose of the *Independent Commissioner Against Corruption Act 2012* (SA) (the **ICAC Act**). The University must report to the Office of Public Integrity matters that the University reasonably suspects involve corruption or systematic misconduct or maladministration in public administration as required by Part 4 of the ICAC Act and the Independent Commissioner Against Corruption Directions and Guidelines (**Guidelines**) (available at www.icac.sa.gov.au).
- 24.2 The Contractor acknowledges that:
- (a) the delivery of the Works may involve public administration by the University pursuant to the ICAC Act; and
 - (b) as it is delivering the Works to the University the Contractor:
 - (i) is a public officer for the purposes of the ICAC Act; and
 - (ii) is subject to the obligations under the ICAC Act and Guidelines, including, but not limited to the obligation to report to the Office of Public Integrity matters that the Contractor reasonably suspects involves corruption, or serious or systematic misconduct or maladministration in public administration.
- 24.3 The University may be subject to investigation, examination or evaluation by the Commissioner or other body pursuant to the ICAC Act. The ICAC Act may prevent the University from disclosing to the Contractor any information relevant to the investigation, examination or evaluation.
- 24.4 If the Contractor is aware of the investigation, examination or evaluation (either because the Contractor made the initial complaint or report the subject of the investigation, examination or evaluation or the Commissioner authorises the disclosure of the investigation, examination or evaluation to the Contractor), the Contractor must:
- (a) do everything reasonably possible within the Contractor's power or control (having regard to what a reasonable and prudent contractor in the position of the Contractor, ought reasonably to have inferred from this Contract, as being required) to assist the University to comply with all obligations arising under the ICAC Act as if they were expressly set out in this Contract; and

- (b) make all necessary arrangements with the University's Contract Manager, in a timely way and in accordance with the reasonable requirements of the University's Contract Manager, so as to not compromise or prejudice the University's ability to comply with all obligations under the ICAC Act.
- 24.5 The Commissioner may seek the views of the University as to whether a matter which raises a potential issue of misconduct or maladministration in public administration should be referred to the University. The ICAC Act may prevent the University from disclosing to the Contractor any information relevant to the Commissioner's enquiry.
- 24.6 If the University is permitted to disclose the potential referral of the matter to the Contractor, the University will, to the extent permissible by the ICAC Act, the Guidelines, and any directions or guidance issued by the Commissioner, seek the views of the Contractor. Within the constraints of the ICAC Act, the Guidelines, and any directions or guidance issued by the Commissioner, the University will give the Contractor the opportunity for the Contractor's views to be considered prior to any decisions being made as to whether a matter should be referred to the University.
- 24.7 The Commissioner may refer a matter to the University, and issue directions or guidance to the University in connection with that matter. The ICAC Act may prevent the University from disclosing to the Contractor any information relevant to the referral of the matter.
- 24.8 If the Contractor is aware of the referral of the matter (either because the Contractor made the initial complaint or report the subject of the referral or the Commissioner authorises the disclosure of the referral to the Contractor), the Contractor must:
 - (a) do everything reasonably possible within the Contractor's power or control (having regard to what a reasonable and prudent contractor in the position of the Contractor, ought reasonably to have inferred from this Contract, as being required) to assist the University to comply with all obligations arising under the ICAC Act and Guidelines, or directions or guidance issued by the Commissioner as if they were expressly set out in this Contract; and
 - (b) make all necessary arrangements with the University's Contract Manager, in a timely way and in accordance with the reasonable requirements of the University's Contract Manager, so as to not compromise or prejudice the University's ability to comply with all obligations under the ICAC Act and Guidelines, or directions issued by the Commissioner.

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Attachment 1 Contract Details

Project/Job No	Purchase Order No
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Item		
1	University's Contract Manager (clause 1.1)	Name Title Telephone Number Fax No Email Address
2	Contractor's Details (clause 1.1)	Contractor's Name Address ABN Telephone No Fax No Builder's Licence No WorkCover Registration No Name of Contractor's Representative Title Email Address
3	Site (clause 11)	<i>(Identify the campus or area at which the Works will be carried out).</i>
4	Works (clause 1.1)	<i>(Describe the nature of the Works to be carried out. Provide a separate Attachment describing the Works if more space is required)</i>

Item		
5	Documents (clause 1.1)	Special Conditions attached as Attachment 2 Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/> Design Brief attached as Attachment 3 Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/> List of Drawings attached as Attachment 4 Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/> Preliminaries attached as Attachment 5 Other Attachments Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/> If yes, list any other Attachments: <i>(List any other Attachments)</i>
6	Confidential Terms (clause 4)	Clauses <i>(insert specific clause numbers)</i> Item(s) <i>(insert specific Item numbers)</i> Attachments <i>(insert specific Attachment numbers)</i> OR <input type="checkbox"/> The whole Contract is confidential <i>(Identify all clauses or attachments of this Contract which are confidential) and (delete whichever is not applicable)</i>
7	Security (clause 7)	<input type="checkbox"/> Cash Retention of \$ _____ or _____ % of Contract Sum <input type="checkbox"/> Bank Guarantee(s) / undertaking(s) for \$ _____ or _____ % of Contract Sum in the form of the approved unconditional undertaking at Attachment 6 <i>(Tick relevant box and insert amount of security / retention moneys)</i>
8	Release Details (clause 7)	Issue of Practical Completion Certificate <input type="checkbox"/> Cash Retention of \$ _____ <input type="checkbox"/> Bank Guarantee for _____ % On final payment <input type="checkbox"/> Cash Retention of \$ _____ <input type="checkbox"/> Bank Guarantee for _____ % <i>(Tick relevant box and insert amount to be released)</i>
9	Commencement Date (clause 10)	
10	Target Practical Completion Date (clauses 10 & 18)	

Item		
11	Milestones/Milestone Dates (clause 1.1)	Milestone 1 (%) Within/by <i>(Insert date for completion of each Milestone)</i> Milestone 2 (%) Within/by <i>(Insert date for completion of each Milestone)</i> <i>(Insert % of Works to be completed or other description of Milestone event and add more Milestones if appropriate)</i>
12	Contract Sum (clauses 2.1, 10.5 & 17)	Contract Sum \$ <i>(excluding GST, but as adjusted under clause 22)</i> Liquidated Damages \$ <i>(specify amount payable per day or part day)</i> Variations Margin % <i>(specify agreed Variations Margin)</i>
13	Payment Terms (clause 19)	<input type="checkbox"/> Monthly Progress Payments <input type="checkbox"/> On Completion of Milestones <input type="checkbox"/> On Practical Completion <input type="checkbox"/> Other <i>(Choose whichever applicable)</i>
14	Final Payment (clause 19)	\$ <i>(insert dollar amount)</i> OR % of the Contract Sum If nothing stated, 25% of the Contract Sum
15	Defects Liability Period (clause 18)	If nothing stated, 52 weeks from Practical Completion of the Works
16	Professional Indemnity Insurance (Contractor's) (clause 16)	Minimum Amount of Cover \$5m Name of Insurer Policy No Period of Cover

Item		
17	Public Liability Insurance (Contractor's) (clause 16)	Minimum Amount of Cover \$10m Name of Insurer Policy No Period of Cover

Attachment 2 Special Conditions (if any)

(List Special Conditions (if any))

(Delete this special condition if another contractor working on the Site is the principal contractor for the Site. Refer to the Guidelines for use of this Contract.)

1. Principal Contractor

For the purposes of the *Work Health and Safety Regulations 2012 (SA)*, the University:

- (a) engages the Contractor to be the principal contractor for the Works; and
- (b) authorises the Contractor to have management and control of the workplace that is the Site and discharge the duties of a principal contractor under Chapter 6 of the *Work Health and Safety Regulations 2012 (SA)*.

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Attachment 3 Design Brief (if any)

(Insert Design Brief (if any))

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Attachment 4 List of Drawings (if any)

(Insert List of Drawings (if any))

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Attachment 5 Preliminaries

The Preliminaries set out in Attachment 5 which are stated to apply in the table below apply to the Works and all work under the Contract. Clauses of the Preliminaries which are 'ticked' mean those clauses as set out in Attachment 5 do not apply to either the work under the Contract or the Works.

Clause	Subject	<input checked="" type="checkbox"/> Does not apply
1.2	Authorities and permits	
(a)	Provisional planning Consent	Applies
(b)	Building rules consent	Applies
(c)	Compliance and mandatory inspections	Applies
(d)	Mandatory certification	Applies
(e)	Other required permits	Applies
(f)	Management plans	Applies
1.3	Reporting requirements	
(a)	Full monthly reports	Applies
(b)	Other reports	Applies
1.4	Documents	
(a)	Interpretation of drawings	Applies
(b)	Outline document management system	Applies
(c)	Document control	Applies
(d)	Submittals generally	Applies
(e)	Submittals procedure	Applies
(f)	Shop drawings	Applies
(g)	Proprietary items	Applies
(h)	Mock-ups	Applies
(i)	Prototypes	Applies
(j)	Quality benchmarks	Applies
(k)	Samples	Applies
1.5	Setting out	
(a)	Generally	Applies
(b)	Licensed Surveyor	Applies
(c)	Confirmation of correct set-out	Applies
(d)	Progressive survey of base-structure	Applies
(e)	Survey of falls and gradients	Applies
1.6	Existing utilities and easements	
(a)	Generally	Applies
(b)	Work on utilities	Applies
(c)	Damage to utilities	Applies
(d)	Temporary interruption of utilities	Applies
1.7	Site establishment, temporary works and services	
(a)	Dilapidation survey	Applies
(b)	Protection of adjacent buildings and other assets (adjacent property)	Applies
(c)	Damage to adjacent property	Applies
(d)	Photographs	Applies
(e)	Site Management Plan	Applies
(f)	Protection of existing services and structures	Applies

Clause	Subject	<input checked="" type="checkbox"/> Does not apply
(g)	Temporary services	Applies
(h)	Parking and deliveries	Applies
(i)	Demolition	Applies
(j)	Excavation	Applies
(k)	Storage on site	Applies
1.8	Site management	
(a)	Site access and nuisance	Applies
(b)	Maintaining builder user access	Applies
(c)	Site issues	Applies
(d)	Access to adjacent occupied premises	Applies
(e)	Fire services	Applies
1.9	Site protection	
(a)	Generally	Applies
(b)	The University's keys	Applies
(c)	The University's existing security	Applies
(d)	Security cameras	Applies
(e)	Identification cards	Applies
(f)	Existing security patrols	Applies
(g)	Fences and gates	Applies
(h)	Signing in and out	Applies
1.10	Hoardings and signs	
(a)	Temporary hoardings	Applies
(b)	Project sign-board	Applies
(c)	Other signs	Applies
1.11	Environmental protection	
(a)	Poisons and other injurious substances	Applies
(b)	Environmental control	Applies
(c)	Noise control	Applies
(d)	Dust, water control and refuse-continuous operation	Applies
(e)	Pollution, fumes and smoking	Applies
(f)	Asbestos	Applies
(g)	Erosion and debris control	Applies
(h)	Protection of trees	Applies
1.12	Materials and workmanship	
(a)	Warranties	Applies
(b)	Commissioning	Applies
(d)	Access to adjacent occupied areas	Applies
(c)	Testing authority	Applies
(d)	Inspection and testing	Applies
(e)	Salvage items	Applies
(f)	Heritage and historical items	Applies
(g)	Defects inspection and handover	Applies
(h)	Cleaning	Applies
(i)	As-built details and manuals	Applies

Attachment 5 Preliminaries

1.1 Application of Preliminaries

- (a) This clause 1.1 and the other clauses of the Preliminaries set out in Attachment 5 which are stated to apply in the table above apply to the Works and all work under the Contract. All other clauses of the Preliminaries set out in Attachment 5 do not apply to either the work under the Contract or the Works.
- (b) The Contractor must issue those clauses of the Preliminaries set out in Attachment 5 which apply to the Works and work under the Contract in their entirety to subcontractors as part of any subcontract approved in writing by the University.

1.2 Authorities and permits

- (a) Provisional planning consent
The Contractor shall understand and comply with all conditions of the development approvals.
- (b) Building Rules Consent
All documents related to the building rules consent and associated fees and levies paid by the University will be available for inspection at the University's Contract Manager's office. The Contractor will be required to satisfy all conditions and requirements of the building rules consent.
- (c) Compliance and mandatory inspections
 - (i) The Contractor shall be responsible for compliance with all requirements and conditions under the building rules consent and shall arrange and pay for all mandatory inspections as prescribed in the development approvals and building rules consent.
 - (ii) The Contractor shall cooperate with the University's Private Certifier carrying out the mandatory inspections.
- (d) Mandatory certification
 - (i) The Contractor shall arrange and pay for the mandatory certification as required for parts of the Works designed by the Contractor.
 - (ii) The Contractor shall prepare and submit a schedule and program to monitor the progress of the mandatory certification which indicates:
 - (A) the part of the Works to which the mandatory certification relates;
 - (B) the date and number of the mandatory certification; and
 - (C) the name and details of the University's Private Certifier.
- (e) Other required permits
 - (i) Unless otherwise indicated by the University's Contract Manager, the Contractor shall obtain all required permits in connection with the Works and pay all associated fees, and shall comply with all permit conditions and give all required notices to the relevant municipal, public or other statutory authority.
 - (ii) Where required and unless advised otherwise, the Contractor shall arrange for the amendment or replacement as necessary of existing permits.
 - (iii) The Contractor shall submit to the University's Contract Manager copies of all permits and associated correspondence with the relevant municipal, public or other statutory authority relating to the Works immediately following receipt.

- (iv) The Contractor shall arrange all inspections required by the relevant municipal, public or other statutory authority.
 - (v) The Contractor shall submit all certificates and other information required by the Private Certifier.
- (f) Management plans
- (i) The Contractor shall prepare management plans as may be required and in accordance with relevant Standards, Policies and Procedures, Legislative Requirements and accepted industry practice with regard to:
 - (A) Separable Portions;
 - (B) traffic management;
 - (C) occupational health and safety management;
 - (D) waste management; and
 - (E) environmental management.
 - (ii) The Contractor shall submit management plans to the relevant municipal, public or other statutory authority as required, including plans referred to in development approvals.
 - (iii) The Contractor shall make all amendments and revisions directed by the University's Contract Manager or relevant municipal, public or other statutory authority, if any, and re-submit revised management plans.
 - (iv) The Contractor shall implement all management plans required by the Contract including all required reporting.
 - (v) The Contractor shall provide input and detail to the management plans as required by the relevant municipal, public or statutory authority where necessary and as required by the relevant municipal authority or as directed by the University's Contract Manager from time to time. The Contractor shall adhere to the requirements of the management plans issued by the Contractor.

1.3 Reporting requirements

- (a) Full monthly reports
- (i) The Contractor is to provide a detailed report each month together with its claim for payment under the Contract. The report will be reviewed at the PCG meeting to be held three (3) or four (4) days later than the date for receipt of progress claims and progress reports so that members of the PCG will have adequate time to review their content.
 - (ii) The Contractor's detailed monthly report is to be forward looking and structured to include at least the following:
 - (A) Executive summary including a list of current critical issues for consideration and resolution by the Project Control Group (PCG).
 - (B) Report on programs for each Separable Portion including:
 - (1) a summary bar chart on no more than one (1) page showing status of the work under the Contract and the Works against the program highlighting dates and the Target Practical Completion Date;
 - (2) identification of time risks, including discussion of key milestone dates and implications;
 - (3) details of all personnel deployed on each Site for the preceding month. Include all names, role critical path and near critical path items;

- (4) schedule of all Extensions of Time (claimed and approved) with notes on impact on the program with particular reference to key milestone and hours worked each working day;
 - (5) actions and corrections required to achieve Target Practical Completion Dates for each Separable Portion; and
 - (6) procurement status report.
- (C) The program shall indicate the required lead times for orders and delivery dates for any critical path items, and for work carried out by separate contractors. Should the progress of the Works fall behind program to such an extent that, in the opinion of the University's Contract Manager, Practical Completion may not be achieved by the due date, then the Contractor shall submit to the University's Contract Manager within five (5) days of being so directed, a revised program showing how the Target Practical Completion Dates are to be achieved. Payment of progress certificates can be withheld if current and updated programs have not been submitted to the University's Contract Manager.
- (D) Report on Contract Sum including:
- (1) a summary statement showing reconciliation with previous reports, particularly focusing on scope change;
 - (2) a budget report for the Contract Sum for each Separable Portion in table format including an itemised breakdown of provisional sums, expenditure against provisional sums, an itemised listing of anticipated and approved Variations and an estimated final actual cost;
 - (3) a register of all submitted and pending Variations including status ie approved, rejected or pending.
- (E) Report on risk identification and management including:
- (1) a rolling risk log in table format showing remaining risks, rating and proposed treatment for each;
 - (2) a textual report on key risks and issues requiring decision by the PCG including dates when advised and required to be resolved; and
 - (3) a separate risk log and report on all things.
- (F) Report on quality including:
- (1) a report against objectives and activities defined in the Contractor's project quality plan; and
 - (2) recommended initiatives to regain or improve upon quality outcomes.
- (G) Report on Site operations and interface including:
- (1) a register of issues recorded, action taken and/or action required; and
 - (2) a textual report for the preceding period on issues resolved or requiring resolution.

- (H) Report on communications including:
 - (1) a textual report against activities in the approved stakeholder and communications management plan; and
 - (2) a summary of key issues and recommended action against each for the reporting period and going forward.
- (I) Report on organisation and resourcing including:
 - (1) changes made or required to resources by the Contractor or subcontractors; and
 - (2) suggested changes to other resources to improve performance.
- (J) Report on safety and industrial relations including:
 - (1) a textual report for preceding period; and
 - (2) a register of all accidents and near misses, lost-time injuries, and corrective action.
- (K) Report on environmental management including:
 - (1) a textual report against the Site specific safety plan and approved environmental management plan; and
 - (2) identification of corrective actions and issues requiring resolution.
- (L) Report on requests and approvals including:
 - (1) an RFI register, shop drawings register and samples register indicating submission dates, approval status and all other relevant information.

(b) Other reports

The Contractor is to provide other reports on specific subjects within the province of the Contractor as may be requested from time to time by the University's Contract Manager.

1.4 Documents

(a) Interpretation of drawings

- (i) The Contractor is responsible for obtaining on-Site dimensions necessary for carrying out the work under the Contract and the Works.
- (ii) Before ordering materials or carrying out any work under the Contract, the Contractor shall ensure that the sizes and dimensions stated on all University-supplied documents are checked where necessary on the Site, and allowances made for cutting and waste in use of all materials.
- (iii) It is essential that installation and services drawing be marked up at the time of construction or installation and before items have been covered up. For each drawing a complete listing of CAD layers used shall be provided. The layering must conform to the Standards, Policies and Procedures.

(b) Online document management system

- (i) The University has engaged Aconex for the maintenance of an electronic project documentation control system.
- (ii) The Contractor shall register with Aconex and all of the Contractor's personnel must be trained in the use of the system.

- (iii) The Contractor shall use the system for all document issues and receipts, unless otherwise approved or directed, including:
 - (A) correspondence and notices between all parties;
 - (B) Contractor-supplied documents including all University-supplied documents, shop drawings and the like;
 - (C) required submissions;
 - (D) standard and pro-forma documents including requests for information and Variations;
 - (E) directions and instructions of the University's Contract Manager (including any actions required by the University's Contract Manager to be performed by the Contractor);
 - (F) quality assurance documents, non-conformance and rectification notices;
 - (G) documents issued to suppliers and subcontractors.
 - (iv) The Contractor shall work with the University's Contract Manager to tailor the electronic project documentation control system to suit the requirements of the Contract including the establishment of workflows and implementation of reporting mechanisms.
 - (v) The University's Contract Manager will have administration privileges over the electronic project documentation control system.
 - (vi) The provision of the electronic document control system will be for the convenience of all users, but shall not replace the requirement for written confirmation (hard copy), in accordance with the Contract and as directed by the University's Contract Manager.
 - (vii) If the electronic document control system is unavailable for any reason including breakdown, servicing or maintenance, the Contractor shall use non-electronic procedures until such time as the system is available.
- (c) Document control
- The Contractor shall keep on Site for each Separable Portion in good, legible condition at all times, one (1) full current set of:
- (i) all University-supplied and Contractor-supplied documents;
 - (ii) approved shop drawings;
 - (iii) approved control samples;
 - (iv) all product data relevant to the work under the Contract or the Works on Site;
 - (v) a daily Site diary which shall record general progress and any significant events, the number of personnel and list of on-site subcontractors, temperature and weather conditions, meetings, visits and inspections, delays, unusual events and accidents. The original Site diary shall be available for inspection and copying by the University's Contract Manager at any time without notice;
 - (vi) all invoices, receipts, logbook entries, records, test results, product data;
 - (vii) Australian or International standards relevant to the Works on Site, if directed;
 - (viii) safe work method statements;
 - (ix) Site specific safety plan;
 - (x) induction records;
 - (xi) industrial relations plans/policy;

- (xii) inspection and test plans and reports;
 - (xiii) building control plan;
 - (xiv) environmental management plan and waste management plan;
 - (xv) all subcontractor records; and
 - (xvi) all other relevant documentation, records and management plans required by the Contract;
 - (xvii) as-built drawings;
 - (xviii) building operation and maintenance manuals;
 - (xix) building user's guide.
- (d) Submittals generally
- (i) A schedule of submittals shall be provided by the Contractor within eighteen (18) working days of the University's Contract Manager's request for the schedule of submittals, for agreement with the University or failing agreement as determined by the University's Contract Manager. The schedule shall indicate the dates on which the University's Contract Manager will receive the required submittals. The schedule shall be co-ordinated/correlated with the program and allow sufficient time for the review, resubmission and further review as necessary for each submittal so as not to have an adverse effect on the critical path or delay the Target Practical Completion Date for the relevant Separable Portion. The schedule of submittals shall be revised and resubmitted as necessary.
 - (ii) The Contractor shall implement a system for tracking the submission, review, acceptance and certification of all submittals. This system must be endorsed by the University's Contract Manager.
 - (iii) The Contractor shall submit, for acceptance, all submittals requested by the University's Contract Manager.
 - (iv) Purpose of submittals
The purpose of submittals is limited to:
 - (A) establishing quality standards for the Works;
 - (B) establishing permanent records for future maintenance and replacement;
 - (C) proposing construction details not indicated or specified in the Works and where relevant the Design Brief;
 - (D) demonstrating compliance with the design intent indicated in the Design Brief; and
 - (E) demonstrating compliance with the performance requirements indicated in the Works and where relevant the Design Brief.
 - (v) Approval of submittals
 - (A) Approval of submittals by the University's Contract Manager is limited to approval in relation to the purpose of submittals as stated in clause 1.2(d)(iv) above.
 - (B) Approval of submittals by the University's Contract Manager does not mean approval of:
 - (1) suitability for intended purpose and durability, or for any sizes, weights and strength; and
 - (2) work that does not comply with Legislative Requirements.

- (C) Approval of submittals by the University's Contract Manager does not reduce or modify:
 - (1) any right or entitlement of the University; or
 - (2) the Contractor's responsibility to comply with the Contract.
 - (D) Approval of any submittal by the University's Contract Manager shall not be assumed to be automatically given. Work under the Contract that is required to be approved shall not be ordered or commenced until approved. If a submittal is revised and re-submitted, the revised information shall be clearly marked. The Contractor may request meetings with the University's Contract Manager to review submittals.
 - (E) Where the Contractor proposes any changes to submittals after acceptance, the Contractor shall re-submit highlighting such changes before commencing fabrication or installation of the related work.
- (e) Submittals procedure
- (i) Conditions related to submittals
 - (A) The provision of submittals to the University's Contract Manager or any comments on or approval of submittals by the University's Contract Manager shall not relieve the Contractor of its obligations under the Contract.
 - (B) Submittals prepared by subcontractors or suppliers shall be checked by the Contractor for compliance with the University-supplied documents before submitting to the University's Contract Manager.
 - (C) Product data and control sample submittals shall be made together, and structural computations and shop drawings submittals shall be made together, where practicable.
 - (D) Shop drawings shall be submitted in properly bound and collated sets, with a cover sheet listing the number, name and revision status of each shop drawing.
 - (E) All work shall comply with the approved submittals.
 - (ii) Non-approval

The non-approval of any submittal by the University's Contract Manager shall not be the basis or grounds of any claim, and the requirement to re-submit any submittal shall not be the basis or grounds of a claim for an Extension of Time.
 - (iii) Time for examination and approval
 - (A) The Contractor shall make all submittals not less than twelve (12) working days prior to the date for the required approval for examination by the University's Contract Manager, with regard to the program and with regard to the extent and complexity of the submission.
 - (B) The Contractor shall coordinate the submittals of subcontractors and suppliers so that submittals will be received and examined by the University's Contract Manager not less than twelve (12) working days prior to the date for the required approval.
 - (iv) Number of copies of submittals
 - (A) The Contractor shall submit to the University's Contract

Manager four (4) copies of paper documents (hard copy) for all submittals or as otherwise agreed with the University's Contract Manager.

(B) The Contractor shall submit to the University's Contract Manager a copy in electronic form of all shop drawings, as-built documentation and reports and all other documents where required under the Contract.

(C) The requirement for electronic copies may be set aside at the sole discretion of the University's Contract Manager.

(v) Transmittal of documents

(A) The Contractor shall submit a completed transmittal document with all submissions, properly numbered and dated.

(B) The Contractor shall properly identify and label all submissions, including samples, and cross reference to the corresponding transmittal number and date.

(C) The Contractor shall clearly state in the transmittal document any proposed deviations, exceptions or non-compliance with the University-supplied documents.

(D) Electronic file submissions shall be accompanied by a corresponding electronic transmittal document.

(E) The transmittal document shall state:

(1) name of the Separable Portion specified in the Documents;

(2) relevant clauses from all technical specifications;

(3) date of transmittal;

(4) name, address and contact details of sender company and person;

(5) sequence number;

(6) reason for submission, and any particular details or comments; and

(7) list of documents and samples contained in the submission.

(f) Shop drawings

(i) The Contractor shall check, co-ordinate and examine the Design Brief and all Contractor-supplied documents including subcontractor-supplied documents relevant to the Works to ensure that shop drawings and other submittals requiring approval clearly indicate all details of fabrication, installation, guidance notes, and product descriptions in accordance with the requirements of the Contract and the Works and where relevant the Design Brief.

(ii) The University's Contract Manager will review shop drawings for compliance with the requirements of the Contract and the Works and where relevant the Design Brief in visual and overall functional matters only.

(iii) The Contractor shall provide a list of proposed shop drawings within eighteen (18) working days of the date of acceptance of tender.

(iv) The University's Contract Manager's review of shop drawings does not relieve the Contractor of his responsibility for errors, or for supplying components and materials to the full satisfaction of the University's Contract Manager.

- (v) Shop drawings shall be fully dimensioned in metric, to an agreed scale appropriate to the detail, and include:
 - (A) full size details and graphic representation describing materials, components and equipment, construction, finishes, provision for movements, fabrication and erection tolerances;
 - (B) layouts, locations and assemblies of all types of construction detail and junctions, details of materials, method of jointing, details of all Site connections and fixing and sealing methods, finishes and all pertinent information related to:
 - (1) method of fabrication and construction;
 - (2) proper relation to adjoining work;
 - (3) finishes;
 - (4) amplification of details;
 - (5) minor changes to the design to suit actual conditions;
 - (6) co-ordination with services, if required.
- (vi) The Contractor shall retain a copy of all current shop drawings on the Site for each Separable Portion, with their status clearly marked.
- (g) Proprietary items
 - (i) A proprietary item shall be any item identified by graphic representation on the drawings, or by naming one or more of the following: manufacturer, supplier, installer, trade name, brand name, catalogue or reference number and the like.
 - (ii) The identification of a proprietary item shall not necessarily imply exclusive preference for the item so identified, but shall be deemed to indicate the required properties of the item, such as type, quality, appearance, finish, method of construction, performance and the like.
 - (iii) A similar alternative item having the required properties may be offered by the Contractor. The University's Contract Manager may in its absolute discretion adopt or reject the alternative.
 - (iv) When offering an alternative for approval, provide all available technical information, and any other relevant information requested by the University's Contract Manager. If so requested, obtain and submit reports on relevant tests by an independent testing authority.
 - (v) The Contractor must state whether the use of the alternative will require alteration to any other part of the Works. If the alternative is adopted, carry out any such alteration without extra charge.
 - (vi) Materials and products supplied by the manufacturer in closed or sealed containers or packages shall be brought to the point of use in the Works in the original unbroken container or package, otherwise they shall be liable to rejection.
- (h) Mock-ups
 - (i) During the shop drawings preparation phase and where nominated in the Contract or the Works and where relevant Design Brief, the Contractor must provide full scale mock-ups for review and approval by the University's Contract Manager.
 - (ii) The mock-ups shall be constructed to confirm the general visual intent such as size, colour and interfacing with adjoining materials or systems. Mock-ups shall not necessarily use actual materials to be incorporated into the Works but should be able to represent the design solution.
 - (iii) Mock-ups shall be kept on Site in a safe and secure location.

- (i) Prototypes
 - (i) Prior to manufacture of elements of the Works, the Contractor must construct off-Site (or on-Site if specifically requested by the University's Contract Manager) full scale three-dimensional sections where described in the Contract or the Works and where relevant the Design Brief utilising final specified materials but not necessarily final production techniques. Prototypes shall be fully tested to ensure that they meet the performance requirements of the Works and where relevant Design Brief.
 - (ii) Manufacture of materials/products for inclusion in the Works shall not commence until the University's Contract Manager's written acceptance of the prototype has been received. Shop drawings for prototypes shall be submitted in accordance with the requirements specified in clause 1.4.(f) of these Preliminaries. Any modifications required to prototypes shall be recorded to show their final construction.
 - (iii) Prototype testing shall be scheduled to allow for modifications or adjustments to be made to the prototype and retesting as necessary without delay to the program.
- (j) Quality benchmarks
 - (i) Upon commencement of installation, the Contractor must erect complete sections of elements of the Works where described in the Works and where relevant the Design Brief in accordance with the requirements of the Contract for acceptance by the University's Contract Manager. These shall be used to record the acceptable quality benchmark for the remainder of the Works.
 - (ii) The Contractor must not commence work in other areas for that particular trade until the University's Contract Manager has examined and accepted the quality benchmark. The Contractor must immediately carry out any alterations or adjustments required by the University's Contract Manager to achieve the required quality benchmark as determined by the University's Contract Manager.
 - (iii) The Contractor must fully protect the quality benchmark upon receipt of the University's Contract Manager's acceptance. The quality benchmark shall be kept available for use by the University's Contract Manager to check and monitor quality of materials and workmanship throughout the completion of the Works.
- (k) Samples
 - (i) The Contractor must:
 - (A) obtain each sample or range of samples as may be required by the Works and where relevant Design Brief; and
 - (B) submit the sample or range of samples it obtains to the University's Contract Manager in accordance with the program approved by the University's Contract Manager,

as updated with the approval of the University's Contract Manager.
 - (ii) The University's Contract Manager may:
 - (A) review the sample or range of samples, or any resubmitted sample or range of samples, submitted by the Contractor; and
 - (B) within the number of days set out in the Works and where relevant the Design Brief for the submission of such sample or range of samples or resubmitted sample or range of samples, reject the sample or range of samples.

- (iii) If any sample or range of samples is rejected, the Contractor must submit an amended or substituted sample or range of samples to the University's Contract Manager.
- (iv) The Contractor must not:
 - (A) issue any subcontract tender documentation to tenderers for; or
 - (B) commence construction of,

any part of the work under the Contract or the Works to which the sample or range of samples which it has submitted to the University's Contract Manager applies, unless the University's Contract Manager has had the number of days set out in the Works and where relevant the Design Brief to review the sample or range of samples and has not rejected the sample or samples.
- (v) The University does not assume or owe any duty of care to the Contractor to review, or in reviewing, the sample or range of samples submitted by the Contractor for errors, omissions or compliance with the requirements of the Contract.
- (vi) No review of, comments upon, consent to or rejection of, or failure to review or comment upon or consent to or reject, any sample or range of samples submitted by the Contractor or any other direction by the University's Contract Manager about, or any other act or omission by or on behalf of the University in relation to, the sample or range of samples will:
 - (A) relieve the Contractor from, or alter or affect the Contractor's liabilities or responsibilities whether under the Contract or otherwise according to law; or
 - (B) prejudice the University's rights against the Contractor whether under the Contract or otherwise according to law.

1.5 Setting out

- (a) Generally
 - (i) The Contractor shall set out the Works and establish datums, levels, gridlines and offsets, and all services and penetrations.
 - (ii) Dimensions, levels, locations and set-out indicated in the Works and where relevant the Design Brief shall not be changed without approval.
- (b) Licensed surveyor
 - (i) The Contractor shall engage and pay for a licensed surveyor (the Contractor's licensed surveyor) to establish or verify Site boundaries and datum points as required.
 - (ii) Where the University's Contract Manager has issued survey and set out drawings, such drawings are 'for information only' and shall be verified by the Contractor's licensed surveyor.
- (c) Confirmation of correct set-out
 - (i) After setting out, the Contractor's licensed surveyor shall confirm that the set-out complies with the requirements specified in the Works and where relevant the Design Brief, including any directions by the University's Contract Manager, and that the whole of the Works is contained within the Site boundaries and any applicable setbacks.
 - (ii) The Contractor shall submit to the University's Contract Manager the Contractor's licensed surveyor's certification of correct set-out.

- (d) Progressive survey of base-structure
- (i) The Contractor's licensed surveyor shall progressively survey and confirm the correct as-built location of each area and level of the Works, including:
 - (A) below-ground work: the position of perimeter walls, and the services core/lift over-run pits, in relation to the Site boundaries and the subsequent work above; and
 - (B) the Contractor shall submit to the University's Contract Manager the Contractor's licensed surveyor's certification of correct as-built locations.
- (e) Survey of falls and gradients
- (i) For all in-situ concrete slabs laid to fall to drainage outlets, the Contractor must carry out a detailed as-built survey of concrete slab levels and falls as soon as the concrete has hardened sufficiently to enable access and before final finishing. The Contractor must carry out the survey to an accuracy of 1mm.
 - (ii) The Contractor must check that all falls and gradients are correct and that there are no ponding points or incorrect falls.
 - (iii) Where any incorrect falls or gradients are discovered, the Contractor must arrange for the concrete subcontractor to immediately rectify and refinish the incorrect concrete surfaces.
 - (iv) The survey shall be carried out by the Contractor's licensed surveyor.
 - (v) Concrete slabs laid to fall to drainage outlets may include, without limitation:
 - (A) trafficable slabs and plant areas; and
 - (B) pavements.
 - (vi) The Contractor shall submit certified as-built drawings within two (2) working days of survey indicating the finished levels and falls, including the finished levels and falls of any rectified work.

1.6 Existing utilities and easements

- (a) Generally
- (i) Before commencing any work under the Contract, the Contractor shall locate and identify all existing services and services infrastructure on or adjacent to the Site that might be affected by the work under the Contract, and assess whether the existing services and services infrastructure are active or inactive.
 - (ii) The Contractor shall record the location of all existing services and services infrastructure on as-built documentation, including inactive existing services and services infrastructure, and progressively record any other existing services and services infrastructure discovered during the work under the Contract.
 - (iii) Locations of existing services and services infrastructure indicated in the Works and where relevant the Design Brief are approximate only, and the University is not responsible for the accuracy or completeness of such information.
 - (iv) The Contractor shall coordinate with and notify the relevant municipal, public or other statutory authority before commencing Works that affect existing services and services infrastructure provided by such municipal, public or other statutory authority.

- (v) During the procurement of the Works the Contractor shall obtain written confirmation from the municipal, public or other statutory authority verifying that the work under the Contract has been carried out correctly.
 - (vi) The Contractor shall submit progressively to the University's Contract Manager such written confirmation from the municipal, public or other statutory authority.
- (b) Work on utilities
- (i) The Contractor shall:
 - (A) carry out all work on existing services and services infrastructure, including inactive existing services and services infrastructure in accordance with the requirements of the relevant municipal, public or other statutory authority;
 - (B) protect and maintain all active existing services and services infrastructure on or adjacent to the Site at all times;
 - (C) relocate existing services and services infrastructure if required, and provide temporary existing services and services infrastructure during relocation; and
 - (D) not disrupt or prevent the continuous and proper supply of existing services and services infrastructure during the construction period; and
 - (E) not excavate by machine within 300mm of existing services and services infrastructure.
- (c) Damage to utilities
- (i) The Contractor is responsible for any damage or disruption to existing services and services infrastructure resulting from the Works or work under the Contract as determined by the relevant municipal, public or other statutory authority, and the cost of rectification.
 - (ii) In the event of any damage or disruption to any existing services and services infrastructure on or adjacent to the Site, the Contractor shall immediately notify the University's Contract Manager and the relevant municipal, public or other statutory authority.
- (d) Temporary interruption of utilities
- (i) The Contractor shall notify the University's Contract Manager and shall submit a risk assessment of disruptions to existing services and services infrastructure for review by the University's Contract Manager not less than twelve (12) working days before any anticipated temporary interruption of existing services and services infrastructure.
 - (ii) Notice of any interruption is required not less than forty-eight (48) hours prior to the required interruption of existing services and services infrastructure.

1.7 Site establishment, temporary works and services

- (a) Dilapidation survey
- (i) A photographic and written record is required to be undertaken prior to the commencement of the work under the Contract for each Separable Portion by the Contractor and endorsed by the University's Contract Manager as being evidence of the condition of the features, relevant structures, adjacent buildings, pavements, landscaping, fences and roads and the related items.
 - (ii) One (1) endorsed copy of the record shall be retained by the University's Contract Manager and one (1) shall be provided to the Contractor and shall be kept on each Site.

- (iii) The Contractor shall be required to undertake remedial or repair work as necessary to reinstate features, relevant structures, adjacent buildings, pavements, landscaping, fences and roads and the like to the condition evidenced in the photographic and written record prior to commencement of the Works for each Separable Portion or as otherwise agreed with the University's Contract Manager.
 - (iv) If the Contractor and the University's Contract Manager cannot agree the evidenced condition, the University's Contract Manager must reasonably determine the remedial or repair work required to be undertaken by the Contractor.
- (b) Protection of adjacent buildings and other assets (adjacent property)
- (i) Generally
 - (A) The Contractor shall protect adjacent property from damage.
 - (B) The Contractor shall give notice in writing to the University's Contract Manager at least six (6) working days before the commencement of any work under the Contract that may cause nuisance or disruption. The notice shall include a general description of the work, times and anticipated nuisance or disruption.
- (c) Damage to adjacent property
- (i) Generally
 - (A) Where adjacent property is damaged by or as a result of the Works, the Contractor is responsible for the rectification of all damage to an equivalent condition.
 - (B) Unless otherwise approved or required, all rectification shall be carried out before the Target Practical Completion Date for each Separable Portion.
- (d) Photographs
- (i) Generally

The Contractor shall make a photographic record of construction progress prepared by a competent photographer with suitable equipment, and submit photographs regularly.
 - (ii) Medium
 - (A) Photographs shall be made using a digital camera of not less than seven (7) mega-pixels resolution with output in JPG format.
 - (B) The Contractor shall issue digital photos electronically and follow up with an issue on CD-ROM. Photographs shall be automatically date stamped.
 - (iii) Required views
 - (A) The Contractor shall take at least twenty-five (25) views each week unless otherwise agreed with the University's Contract Manager.
 - (B) The required views shall include:
 - (1) general views of the Works, taken from constant positions;
 - (2) each fit-out and installation area;
 - (3) work to be demolished, before and after demolition;
 - (4) work to be concealed, including services, concrete

reinforcement and embedments before placing for each element or component.

- (C) The University's Contract Manager may nominate the required date, time, location and direction of each view and may direct additional views.
- (D) Photographs shall be clear and sharp, showing the Works without obstruction by equipment, vehicles and the like, except where such equipment is relevant to the Works.

(iv) Work of particular subcontractors

Where required in the Contract, the Contractor shall take photographs of particular stages of the Works performed by subcontractors and construction details.

(v) Forwarding photographs

- (A) The Contractor shall send digital photographs to the University's Contract Manager by the electronic document management system and CD-ROM.
- (B) Electronic files shall be named to identify the project, location, level and date.

(e) Site management plan

(i) Generally

- (A) Within six (6) working days of the date of acceptance the Contractor's tender, the Contractor shall issue the Site management plan to the University's Contract Manager.
- (B) The Site management plan shall include the management plans detailed at clause 1.2(f)(i) of these Preliminaries, and details and locations of:

(1) Site perimeter

- Temporary fences and hoardings including retained, relocated and new fences and hoardings.
- Gates, security points and controls.
- Temporary walls, Site retention and supports.
- Temporary crossings and access.

(2) Loading areas and cranes

- Locations of cranes and hoists, including mobile cranes.
- Loading and unloading areas.

(3) Temporary sheds

- Site accommodation and amenities buildings including retained, relocated and new accommodation as required to undertake the work under the Contract.
- Storage areas.

(4) Pedestrian traffic

- Public footpaths and pedestrian traffic adjacent to the Site and adjacent property.

- Temporary obstructions, barriers, signs and lighting to such public footpaths.
- (5) Nuisance, water, dust and noise
- Location of noisy equipment.
 - Temporary drains, pumps, erosion and dust control.
- (6) Trees and vegetation
- Trees and vegetation to be retained.
 - Trees and vegetation to be removed.
- (7) Vehicular traffic
- Public roads and vehicular traffic adjacent to the Site and adjacent property.
 - Temporary obstructions, barriers, signs and lighting to such roads.
 - Temporary traffic controls, lights and personnel to operate such equipment if required.
 - Vehicle wash down areas.
- (8) Emergency vehicles
- Evacuation areas.
 - Access for fire and ambulance vehicles.
- (9) Changes over the duration of the Works
- Changed conditions over the course of the work under the Contract.
 - Where the location of such items may change from time to time during the construction period, the Site management plan shall be revised and re-submitted.
- (ii) Relevant authorities
- (A) Where the relevant municipal, public or other statutory authority requires a copy of the Site management plan, the Contractor shall prepare and submit the required Site management plan indicating the particular requirements of the relevant municipal, public or other statutory authority.
- (B) Where the relevant municipal, public or other statutory authority require any changes to the Site management plan, the Contractor shall make all such changes and carry out the work under the Contract accordingly.
- (f) Protection of existing services and structures
- (i) The Contractor shall take care to protect all structures including walls and fences, and all services and property, during the execution and delivery of the Works.
- (ii) The Contractor is responsible for all services on the Site, including redundant services and shall attend to existing services as follows:
- (A) if the service is to be continued, repair, divert or relocate as required. If such a service crosses the line of a required trench, or will lose support when the trench is excavated, provide permanent support for the existing service;

- (B) if the service is to be abandoned, cut and seal or disconnect, and make safe;
 - (C) if the service is to be removed, do so and pay all associated costs.
- (iii) Before commencing work, the Contractor shall locate and identify existing services and services infrastructure whether active or not and similar concealed items on or adjacent to the Site which might be affected by the work under the Contract, including services adjacent to areas for ground anchors. Coordinate with relevant services authorities and notify the authorities before commencing any work which may affect existing services or services infrastructure provided by that authority. The Contractor is required to:
- (A) carry out all required work on services in accordance with the requirements of the relevant authority;
 - (B) record the location of all existing services and services infrastructure discovered during the Works, including inactive or abandoned services on as-built drawings;
 - (C) maintain services to adjacent properties to ensure the proper operation and continuous supply of such services during the construction period;
 - (D) establish procedures required in the event of damage or interruption to active existing services and services infrastructure on or adjacent to the Site during construction. Immediately notify the relevant services authority in the event of damage or interruption, comply with all instructions by the authority, and pay for the repair or replacement of damaged existing services and services infrastructure as directed by the authority; and
 - (E) progressively remove or seal, and make safe inactive existing services and services infrastructure discovered during construction.
- (g) Temporary services
- (i) Electricity
The Contractor shall arrange for a temporary electricity connection to the Site from the University's existing supply. The connection shall include a meter to enable the University to record and monitor consumption. There will be no charge to the Contractor for the electricity used for construction purposes.
 - (ii) Temporary lighting
Temporary lighting is to be provided to the Site by the Contractor, and the Contractor must maintain and modify the lighting as necessary to undertake and complete the Works, and provide security lighting at the Site perimeter.
 - (iii) Water and sewer
The Contractor shall arrange for temporary water and sewer connections as necessary to undertake and complete the Works. Connection may be to and/or from existing points at or near the Site as agreed with the University's Contract Manager, the Contractor shall make connection adjustments as necessary during the course of the work under the Contract and shall remove the temporary connections upon completion. Usage costs shall be paid by the University, if connecting to the University's system. Usage costs shall be paid by the Contractor, if not connected to the University's system.

(iv) Temporary telephone and data connection

The Contractor shall arrange for its own temporary telephone and data service connection separate to any University owned/rented lines for the duration of the Contract.

(h) Parking and deliveries

(i) Parking on or adjacent to the Site is not guaranteed to the Contractor or to subcontractors. The Contractor should arrange its own parking near as possible to the Site.

(ii) The University's Contract Manager cannot revoke parking fines or tickets, whether issued by the relevant municipal authority or by the University's staff or agents. In some cases, the University may be able to provide one or two spaces near the Site for use by the foreman, or for deliveries.

(iii) The Contractor is to arrange with the University's Contract Manager access for delivery of the Contractor's materials, plant and equipment. Deliveries should be arranged out of hours to limit inconvenience to the University's operations. Contractors may drive vehicles into pedestrian areas between 8:00 am – 10:00 am to unload tools only. Particular requirements, including space for a rubbish skip, when necessary shall be negotiated with the University's Contract Manager.

(iv) The Contractor must:

- (A) set aside and clearly indicate on Site loading and unloading areas where practicable;
- (B) coordinate location of loading areas on the grounds of occupied premises with the University's Contract Manager;
- (C) not store goods and materials on adjacent roads and paths unless approved in writing by the University's Contract Manager and relevant authorities;
- (D) keep loading areas in a clean and safe condition at all times and clean after completion.

(i) Demolition

(i) The Contractor is required to:

- (A) conduct demolition in accordance with AS2601-2001 The demolition of structures;
- (B) generally, allow margin around demolition areas for collapse, dust, flying debris and the like;
- (C) carry out a risk analysis for flying debris that might hit buildings, staff or passers-by prior to commencing work, and take precautions to avoid such risks; and
- (D) except for materials to be salvaged for re-use, take possession of demolished materials and remove them from the Site.

(ii) The Contractor must not burn or bury demolished materials on the Site and consider all relevant Legislative Requirements including but not limited to hazardous materials regulations relating to handling, disposal and record-keeping where appropriate. If any demolished materials are considered hazardous, the Contractor must provide the University's Contract Manager with written proof of legal removal.

(j) Excavation

(i) The University reserves the right to require additional temporary supports at no additional cost to the University.

- (ii) No direction by the University's Contract Manager shall relieve or modify the complete responsibility of the Contractor.
 - (iii) All scarring and physical disturbances during excavation work by the Contractor shall be only as shown on the drawings and all exposed excavations and fill shall be covered with top soil and planted with ground cover which will screen the land forms and prevent erosion within three (3) months of Practical Completion for each Separable Portion.
- (k) Storage on Site
- (i) The Contractor must store materials and equipment on Site so as to prevent damage to each Site and minimise hazards to persons, materials and equipment and keep storage areas neat and tidy.
 - (ii) The Contractor is not to use roads, driveways, paths, pavements and the like forming part of the Works for storage unless prior written approval has been obtained from the University's Contract Manager.
 - (iii) The Contractor is encouraged to prefabricate building elements and store components off-Site wherever possible and where such prefabrication is required to meet or accelerate the program. The Contractor shall allow for any costs associated with the provision of guarantees, insurance as well as storage, handling and transportation costs to and from the storage facility.

1.8 Site management

- (a) Site access and nuisance
- (i) The Contractor shall comply with any request made by the University's Contract Manager in relation to traffic, parking, security or the like. The Contractor will be expected to provide a well maintained area for the Site office complex.
 - (ii) The Contractor is to comply with all requirements of municipal, public or statutory authorities.
 - (iii) The Contractor must ensure that the Works carried out with minimum disruption to occupants within the University campus precincts. The Contractor is responsible for providing a minimum seventy-two (72) hours' notice to the building occupants, University security, cleaners, maintenance service centre, and OH&S representatives of inconvenience or disruption. The Contractor is to notify the University's Contract Manager's Representative at least ten (10) working days in advance of such disruption or inconvenience arising. The Contractor is to provide details of the nature of the inconvenience or disruption.
 - (iv) The Contractor must ensure that the work under the Contract is carried out with no harassment of any individual or group, whether Contractor staff or the University's building users, on any basis whether race, gender, physical attributes or sexual preference. This includes offensive language, name-calling, wolf whistles, practical 'jokes' and bullying.
 - (v) The Contractor must ensure that all personnel engaged in carrying out the Works understand that sexual harassment and racial discrimination is illegal and regulations relative to such harassment will be enforced.
 - (vi) The Contractor must limit offensive odours arising from the work under the Contract and ensure proper use of toilet facilities.
 - (vii) The Contractor must ensure no spitting on Site.
 - (viii) The Contractor must ensure all personnel engaged in carrying out the Works understand the consumption of alcohol and use of illegal substances whilst on the University's premises is strictly prohibited.

- (ix) The Contractor must ensure all personnel engaged in the Works understand neither dogs or any other animals are permitted on campus grounds unless to assist a visually impaired person in which case the dog must be restrained and securely tethered at all times.
- (x) The Contractor's access onto and around the Site, and use of the Site for construction plant, including working and storage areas, location of offices, workshops, sheds parking and the like, shall be orderly and a proposed layout must be submitted and approved by the University's Contract Manager prior to the commencement of any work under the Contract.
- (xi) The Contractor must also ensure that the Works are completed so that there is no graffiti on existing or new walls, whether assumed to be repainted or not.

(b) Maintaining building user access

During construction, access for users and the general public to adjacent areas and buildings must be maintained at all times. Access must include escape provisions to Building Code of Australia requirements. Where necessary, work under the Contract within adjacent areas and buildings which impacts on users or the general public shall be undertaken out of hours or on weekends as agreed with the University's Contract Manager.

(c) Site issues

(i) Site vehicle access locations

Loading areas shall be confined to within the hoarded area. All construction vehicles entering and exiting the Site must be controlled by a flagman. Construction vehicles must wait at a designated location away from the Site and be called up to the Site by radio at required intervals to prevent queues from forming. Contractor vehicle parking will not be permitted on Site.

(ii) Construction roads

The Contractor shall construct roads for construction access from at least 250mm thick rubble, and remove before Practical Completion of each Separable Portion.

(iii) Subgrade testing

The Contractor shall allow for testing of subgrade and pavement materials during construction strictly to the civil specification and the drawings.

(iv) Control of water and moisture

(A) The Contractor must:

- (1) control moisture and dampness, which may cause damage or staining to existing occupied premises, new construction and goods and materials during storage or construction;
- (2) provide flashings, seal around penetrations, properly fix roofing and cladding and carry out all required work to ensure the exclusion of water and weather;
- (3) control surface water, and prevent flooding, ponding, seepage and erosion generally which may cause damage or delay to the Works. No additional costs or Extension of Time will be approved for remedial work, which results because of failure to prevent entry of moisture or to remove water;

- (4) keep excavations and groundworks free of surface water and prevent surface water flowing over freshly constructed work or collecting on or near exposed slopes and excavations. Surface water must be removed immediately before back-filling or placing new work and services in excavations;
- (5) keep the Site free of water and prevent water flow over new work;
- (6) provide and maintain temporary drains, graded surfaces, embankments and the like to control the flow and collection of surface water and ensure that the drains are clear at all times to enable unrestricted flow;
- (7) remove and make good as soon as temporary drains are no longer required; and
- (8) prevent water run-off from Site, and sediment and debris carried by such run-off, over adjacent properties.

(v) Working hours and overtime

- (A) The Contractor shall adhere to any time restrictions laid down by the University's Project Delivery Unit or any relevant municipal, public or other statutory authority having such jurisdiction with regard to construction activities and noise. Should work under the Contract be required to be done during these restricted times, the Contractor shall obtain approvals as necessary.
- (B) The Contractor shall complete each Separable Portion by the Target Practical Completion Date for the relevant Separable Portion. The Contractor shall allow for whatever hours are necessary, including overtime. A six (6) working day week is a requirement of the Contract.

(vi) After hours work

All work that is considered to be a risk to the University's business continuity (for example, power shut-downs, vibration, noise, dust, fumes and the like) may be required to be carried out in an agreed after-hours window.

(d) Access to adjacent occupied areas

The Contractor shall liaise directly and regularly with occupants of adjacent buildings and the University's Project Delivery Unit, ITS and Security with regard to Contractor access to occupied areas.

(e) Fire services

- (i) In order for the Site to be occupied during the construction phase of the Works, all fire protection services must be kept operational.
- (ii) It is noted that existing hydrant mains, valves and hose reels must remain operational at all times within occupied buildings throughout construction.
- (iii) Work under the Contract associated with the main hydraulic service risers connected to occupied areas must be undertaken outside of normal office hours, typically evenings and weekends.

1.9 Site protection

(a) Generally

- (i) The Contractor shall be responsible for the security and protection of the Site and other areas under the control of the Contractor.
- (ii) The Contractor shall take all proper and adequate precautions to prevent unauthorised access to the Site and to prevent theft or vandalism before commencing any work under the Contract.
- (iii) The Contractor shall barricade and lock-up the Site during all non-working hours.

(b) The University's keys

- (i) Where the Contractor requires access to gates, doors and areas under the University's control, the Contractor shall arrange with the University's Contract Manager to obtain keys or access cards or otherwise arrange with the University's Contract Manager to open and close such areas when required.
- (ii) If the University's Contract Manager provides keys to the Contractor, then:
 - (A) the Contractor shall sign for and be responsible for all keys and access obtained from the University's Contract Manager, and shall return all keys and access cards when directed;
 - (B) the Contractor shall not make or enable others to make unauthorised copies of the University's keys; and
 - (C) the Contractor shall pay the cost of all lost keys and access cards, including all other expenses incurred by the University as a result of such loss.

(c) The University's existing security

Where the University has existing security procedures, security personnel and security equipment, the Contractor shall coordinate with the University's Contract Manager regarding such security and shall not compromise the University's existing security in any way.

(d) Security cameras

Where the University has existing security cameras and surveillance equipment, the Contractor shall not damage or obstruct such cameras and surveillance.

(e) Identification cards

Where the University has an existing security identification card system and requires the Contractor's personnel to use the existing system, the Contractor shall implement the system as required.

(f) Existing security patrols

Where the University has existing security patrols, the Contractor shall coordinate and cooperate with the University's Contract Manager's existing security patrols.

(g) Fences and gates

Where the University has existing fences and gates normally kept closed or locked, the Contractor shall not leave such fences and gates in an unsecured condition, other than with the full knowledge and express approval of the University's Contract Manager on each occasion.

(h) Signing in and out

- (i) The Contractor shall require all personnel to sign an attendance book when entering and leaving the Site.

- (ii) A copy of the attendance book shall be provided to the University's Contract Manager, if directed.

1.10 Hoardings and signs

(a) Temporary hoardings

- (i) The Contractor shall construct suitable temporary hoardings around the Site and pay the ongoing costs associated with their rental, maintenance and relocation where required. Upon Practical Completion, the Contractor shall dismantle and remove the hoardings from Site. The Contractor shall also provide any additional temporary hoardings and the like required to undertake and complete the Works including gantries, screens and fences, in accordance with Legislative Requirements.
- (ii) The outside surfaces of temporary hoardings shall be free of sharp edges and protruding nails, wire and the like which may cause injury.
- (iii) The hoarding surface shall be suitable for the application of graphics and signage to the exterior.
- (iv) The Contractor shall paint temporary hoardings with colours and designs subject to approval in writing by the University's Contract Manager.
- (v) The Contractor shall not install or display other signs or advertisements on the hoardings, and shall require all subcontractors not to display other signs or advertisements on the hoardings, fixed cranes, or in the vicinity of the Site, unless otherwise approved in writing by the University's Contract Manager.
- (vi) The fencing, temporary barriers and protection is to be secured in accordance with the relevant Standards, Policies and Procedures and all applicable occupational health and safety and or government standards to prevent the entry of unauthorised persons, and prevent injury, damage, vandalism and theft.
- (vii) Barriers and protection adjacent to roads and paths shall be fitted with night reflectors, orange plastic bunting and lighting as required for safety.
- (viii) Perimeter barrier types shall be hoardings of rigid, durable plywood, not less than two metres high, freshly painted.
- (ix) Other non-perimeter barrier types shall include as appropriate:
 - (A) hoardings of rigid, durable plywood, not less than two (2) metres high, freshly painted;
 - (B) chain mesh fencing, not less than two (2) metres high;
 - (C) wire strand fences, one (1) metre high, with star pickets and two (2) strands of wire, galvanized;
 - (D) temporary rails and bunting, one metre (1) high;
 - (E) screens of continuous plastic sheeting, taped edges, to restrict dust and moisture;
 - (F) existing fences, if approved by the University's Contract Manager;
 - (G) other suitable barrier types approved by the University's Contract Manager.

(b) Project sign-board

- (i) The Contractor shall install one (1) project sign-board on Site within twelve (12) working days of commencing any work under the Contract and shall maintain the sign-board in good condition until the Target Practical Completion Date for each Separable Portion.

- (ii) The Contractor shall allow for removal of the sign-board at Practical Completion. The board shall be sturdily framed, surrounded and supported as necessary and protected from vandalism. If damaged during the Works, the Contractor is required to replace the sign at no additional cost to the University.
 - (iii) The sign-board shall be to the University's requirements and include the title of the building, the names and company logos of the University, the Contractor and the University's contractors and subcontractors as approved in writing by the University's Contract Manager, and funding sources and may include any other persons as approved in writing by the University's Contract Manager.
 - (iv) The sign-board shall acknowledge Commonwealth Government funding where relevant to the Works.
- (c) Other signs
- (i) The Contractor shall not install or display other signs or advertisements visible outside the Site, and shall ensure all subcontractors do not display other signs or advertisements.
 - (ii) The Contractor shall remove any such other signs or advertisements immediately.
 - (iii) The Contractor shall provide and erect an identification sign at every path leading from a Site perimeter. The size shall be minimum size A3, may be of plastic laminated paper, and must contain the following information:
 - (A) Contractor Representative's name and telephone number;
 - (B) Contractor's company name, licence number and contact telephone and facsimile numbers;
 - (C) Site foreman's name and mobile telephone number;
 - (D) any other emergency contact telephone number, if different from above; and
 - (E) a brief summary of the Works being carried out, with start and finish dates, and advice concerning related disruptions.

1.11 Environmental protection

- (a) Poisons and other injurious substances
- The Contractor must:
- (i) take proper precautions to keep poisons and other injurious substances in places secured against access by unauthorised persons; and
 - (ii) maintain a register of such substances on Site.
- (b) Environmental control
- (i) The Contractor must comply, and make sure that subcontractors comply, with the provisions of this clause and any other environmental protection provisions in the Contract including the University's EPA licence and with the requirements of any statute, by-law, standard and the like related to environmental protection. The Contractor is required to ensure the work under the Contract does not detrimentally affect the amenity of the locality by reason of noise, vibration, smell, fumes, smoke, soot, ash, dust or grit.
 - (ii) The Contractor is responsible for the appearance and operation of the Site not creating issues with neighbours, and the Contractor is required to allow for remedying any appearance issues raised by neighbours. The Contractor is responsible for preventing any dust, leakage, seepage

or leaching from the Site during Works or during a period ninety (90) days after Practical Completion for each Separable Portion.

(iii) The Contractor must submit a Site specific environmental management plan containing proposals and work methods statement for minimisation of nuisance to occupants and adjoining properties, including traffic, movement, temporary structures, storage compounds, cleaning up, safety precautions and the like. The Contractor is required to observe the agreed proposals.

(iv) The Contractor shall install and maintain temporary dust and protecting screens and dust sheets to carpets, hard floors and furniture in the Works.

(v) The Contractor shall comply with the following provisions.

(A) Environmental management plan

(1) The Contractor shall finalise and implement the environmental management plan in accordance with the relevant Standards: AS/NZS ISO 14001 Environmental Management Systems, SA Environmental Management Systems Guidelines (EMS Guidelines).

(2) The Contractor shall have regard to the environmentally sustainable development guidelines applicable to the Works and delivery of the Works and shall provide an environmental management system in the environmental management plan within twelve (12) working days of the date of acceptance of tender.

(3) The Contractor shall submit an updated draft environmental management plan not less than twelve (12) working days prior to starting on Site, and submit a final environmental management plan not less than six (6) working days before commencing on Site.

(4) The purpose of the environmental management plan is to identify the potential adverse effect the Contractor's operations may have on the environment of the Site and its surrounds and to provide processes to minimise or eliminate such effect.

(5) Comply with requests for additional information and incorporate any amendments notified by the University's Contract Manager and resubmit for final review.

(6) The requirement to submit the environmental management plan shall not limit the powers of the University or the obligations of the Contractor.

(7) The Contractor's environmental management plan shall be in addition to any Legislative Requirements.

(8) No work is to commence on Site prior to approval of the environmental management plan.

(9) The minimum content of the environmental management plan shall comprise:

- a full commitment by the Contractor to a policy of environmental protection and enhancement and a statement of objectives to achieving that commitment;

- an understanding of the impact construction work has on the environment;
- identification processes for such impact;
- mitigation processes to negate or control such impact;
- commitment to innovative processes to improve current control practices;
- a comprehensive review and recording of all Legislative Requirements pertaining to the Works and the work under the Contract;
- adequate provision of skilled staff and management to implement, monitor and audit the ongoing process;
- induction of subcontractors, suppliers and all personnel to be conversant with the aims and operational procedures required of subcontractors, suppliers and all personnel .
- regular reporting of the environmental management plan status at PCG meetings.

(B) Waste management plan

- (1) The Contractor shall prepare and implement an on-Site waste management plan in accordance with the relevant Standards, Policies and Procedures.
- (2) At a minimum, the waste management plan shall include provision for:
 - eliminating or minimising the amount of waste material brought to the Site;
 - sorting by type and storing waste for appropriate disposal;
 - disposal of all waste practicable by recycling;
 - control of toxic and dangerous waste;
 - relevant local recycling facilities and firms;
 - minimising land-fill waste disposal;
 - the waste management plan shall state where recycling and salvage procedures and facilities are not available and what alternative procedures are proposed; and
 - the Contractor shall submit a draft waste management plan not less than twelve (12) working days prior to starting on Site, and submit a final waste management plan not less than six (6) working days prior to starting on Site.

(C) Incident reporting and investigation

- (1) The Contractor shall immediately notify and provide a copy to the University's Contract Manager of all documentation relating to environmental incidents and audits of the environmental management plan, including but not limited to;

- inspection reports;
- internal and external audit reports;
- environmental related complaints and incidents; and
- incident analysis and follow-up actions.

(2) The Contractor shall provide the University's Contract Manager with written details of the corrective action taken by the Contractor to rectify any environmental management plan non-conformance and to prevent recurrence.

(D) Environmental compliance

(1) The Contractor acknowledges that the University's Contract Manager may at any time audit or arrange to have audited the Contractor's compliance with the environmental provisions of the Contract. The Contractor shall make available, upon reasonable request, all relevant records and reports, including those of subcontractors and suppliers, for the purpose of audit or surveillance.

(2) The University's Contract Manager may also, at any time, instruct the Contractor to provide evidence to demonstrate the Contractor's compliance with the environmental provisions of this Contract.

(3) With respect to this clause, the Contractor shall provide all reasonable resources and assistance, and shall attend as required during audits, at no additional cost to the University.

(c) Noise control

(i) The Contractor must take all practicable precautions to minimise noise resulting from work under the Contract and delivery of the Works and fit all construction equipment with noise suppressors so that noise is minimised. The time for carrying out work that is likely to create noise is to be approved by the University's Contract Manager. The Contractor must comply with the recommendations set out in Appendix E of A.S. 2436-1981, Guide to Noise Control on Construction.

(ii) Motorised equipment shall be well maintained and in such condition that no exhaust fumes are discharged in a way that exceeds normal operational standards. Any work undertaken by such equipment which causes excessive vibration or noise impacting on occupied neighbouring buildings is to be ceased immediately and an alternative approved method is to be adopted to continue work under the Contract.

(iii) The Contractor must fit jackhammers and other noisy hand-held tools used in the performance of any work with effective silencers of a type recommended by the jackhammer manufacturer and keep tools and silencers in first class condition. The Contractor must also supervise operators of jackhammers to ensure that the silencers are always in place while the tools are being used.

(iv) The Contractor must fit compressor sets used in the performance of any work with effective acoustic canopies and special engine exhaust silencers of a type recommended by the compressor manufacturer. Alternatively, the Contractor must use compressor sets specially designed for quiet operation. The Contractor must keep compressor sets

and canopies in first class condition and keep any access panels in acoustic canopies closed while sets are running.

- (v) All work producing noise and/or vibration and/or likely to disrupt the University's operations is subject to approval by the University's Contract Manager, requiring that any subcontractors working on the Site submit, prior to commencement of any part of the work under the Contract, a detailed Permit to Work application for approval by the University's Contract Manager. No work is to proceed until all approvals have been gained and the Permit to Work signed off. An inspection process is to be implemented to ensure that all subcontractors adhere to the stated work methods.
- (d) Dust, water control and refuse– continuous operation
 - (i) Strict dust controls are to be applied to the Site to ensure that there is no disruption to the University's operations. To achieve this, for any construction activity immediately adjacent to or within adjoining buildings, all Works is subject to an approval by the University's Contract Manager, requiring that any subcontractors working on the Site submit, prior to commencement of any part of the work under the Contract, a detailed Permit to Work application for approval by the University's Contract Manager. The application for the Permit to Work must include a job safety analysis and detailed work method statement, where appropriate. No work is to proceed until all approvals including the Permit to Work have been issued by the University's Contract Manager. The Contractor must arrange for and implement an inspection process to ensure that all subcontractors and personnel adhere to all Permits to Work issued by the University's Contract Manager.
 - (ii) The Contractor is responsible for cleanliness, order and hygiene at the work Site. All materials required on Site will be stored safely within the boundary of the work Site. The Contractor is to remove from Site all refuse, including food scraps and the like resulting from the work under the Contract. Refuse which is dropped from height shall be discharged in hoppers, shutters, chutes or refuse buckets which are covered or of a design to confine the material completely and prevent dust emission.
- (e) Pollution, fumes and smoking
 - (i) The Contractor must ensure that none of its personnel or subcontractors smoke at any time within the University precinct.
 - (ii) The Contractor is responsible for avoiding fume-emitting stationary motors such as compressors without prior consultation, especially in enclosed areas. Provision is to be made to locate such machinery outside, and away from air-conditioning intakes. The Contractor is responsible for avoiding and protecting against damage from oil spills, other debris and run-off from plant equipment.
- (f) Asbestos
 - (i) The Contractor is responsible for not bringing to the Site or incorporating in the Works any material which contains toxic or dangerous substances, including asbestos or any material containing asbestos or mineral fibres. The Contractor must immediately notify the University's Contract Manager of any asbestos or toxic material discovered on the Site and arrange for removal and decontamination by a qualified specialist in accordance with an approved program of work.
 - (ii) The University keeps asbestos and hazardous materials registers. The Contractor must inspect these registers and determine for itself that the presence or otherwise of hazardous materials on each Site complies with the requirements of the University's asbestos and hazardous materials registers.

- (g) Erosion and debris control
- (i) The erosion control measures by the Contractor shall be maintained to the satisfaction of the relevant municipal authority throughout the progress of work under the Contract.
 - (ii) Temporary debris and sediment control measures shall be installed to prevent debris and sediment from entering the relevant municipal authority's drainage system during construction. Pollution prevention shall be in accordance with the Environmental Protection Authority's Stormwater Pollution Prevention Codes of Practice for:
 - (A) the community;
 - (B) local, state & federal government;
 - (C) building and construction industry.
- (h) Protection of trees
- (i) Generally
 - (A) The Contractor shall not damage trees on adjacent property including roads, footways and public places and will ensure compliance with the requirements and recommendations of any Arborist Reports.
 - (B) The Contractor shall not damage trees on the Site or on the adjacent property including roads, footways or public places where required as trees-to-be-retained.
 - (C) The Contractor shall protect trees-to-be-retained with suitable temporary guards or enclosures during construction.
 - (D) The Contractor shall remove temporary guards or enclosures before the Target Practical Completion Date for each Separable Portion or when directed by the University's Contract Manager.
 - (ii) Trees to be retained
 - (A) The Contractor shall provide identification labels to trees-to-be-retained that are non-damaging to the trees.
 - (B) The Contractor shall remove such labels before the Target Practical Completion Date for each Separable Portion or when directed by the University's Contract Manager.
 - (C) The Contractor shall not carry out any Works on or adjacent to trees-to-be-retained without written approval of the University's Contract Manager.
 - (iii) Excavation near trees

If the Contractor is excavating near trees required to be retained, it should use hand methods to locate, expose and cleanly remove the roots on the line of excavation. The Contractor must protect excavations, groundworks and exposed slopes to ensure the safety of Site personnel, adjacent property, and the general public at all times and provide temporary supports, bracing, shoring, planking, strutting and covers over holes as required.
 - (iv) Rectification of damage to trees
 - (A) If trees are damaged, the Contractor shall cease work adjacent to the damaged trees and take action to prevent any further damage, notify the University's Contract Manager immediately, and await directions.
 - (B) The Contractor shall not carry out any rectification or

replacement of damaged trees without first receiving the University Contract Manager's approval in writing.

- (C) Rectification or replacement of trees damaged during the Works will be carried out by the University and the costs of rectification or replacement deducted from the Contract Sum.
- (D) Costs will be determined by the University's Contract Manager and will include the services of arborists selected and appointed by the University's Contract Manager, and replacement with trees of similar species, size and condition.
- (E) Where similar trees are not available, costs will include the difference in cost between similar trees and the trees used.

1.12 Materials and workmanship

(a) Warranties

The Contractor must provide warranties as required by the Contract and as may be otherwise required by the Works and where relevant the Design Brief. The Contractor must refer also to the requirements detailed in The University of Adelaide Specification for Operations and Maintenance Manuals.

(b) Commissioning

- (i) The Contractor must refer to the requirements detailed in The University of Adelaide Specification for Operations and Maintenance Manuals.
- (ii) All commissioning results are to be provided with an approval by the Contractor and the University's Contract Manager before Practical Completion.

(c) Testing authority

Unless otherwise specified, any testing required by the Contract to be by an independent authority shall be carried out by an approved member of the National Association of Testing Authorities Australia (**NATA**).

(d) Inspection and testing

- (i) The Contractor must produce a comprehensive provisional list of those items to be subject to inspection and testing (whether on or off Site) during the course of the Works.
- (ii) Each inspection and test plan is to be submitted to the University's Contract Manager in draft in the first instance at least eighteen (18) working days prior to committing the item to order or building on Site whichever is the earlier. The University's Contract Manager shall provide comment as appropriate within twelve (12) working days of receipt from the Contractor.

(e) Salvage items

Unless otherwise identified, and subject to the provisions of the Contract, materials, plant, equipment or other things salvaged from the Works shall become the property of the Contractor and shall be removed by the Contractor from the Site.

(f) Heritage and historical items

The Contractor shall identify items of heritage and historical value, and refer these to the University's Project Delivery Unit for recording and recovery.

(g) Defects inspection and handover

- (i) The Contractor is required to schedule the Works to allow the following requirements to be completed prior to any defects inspection by the University's Contract Manager and allow sufficient time for this inspection and defects rectification. Prior to Practical Completion the Contractor must:

- (A) have substantially completed the Works;
 - (B) have all services commissioned and operational;
 - (C) identify defects by a Contractor's defects inspection;
 - (D) complete the defects from the Contractor's defect inspection;
 - (E) have cleaned the Works sufficient to allow the inspection to occur.
- (ii) The Contractor is required to give the University's Contract Manager six (6) working days notice to organise for the defects inspection by the University's Contract Manager. The University's Contract Manager may reject the notification, if the Works is incomplete on any of the previous requirements. If it becomes apparent to the University's Contract Manager during inspections, that the Contractor has not sufficiently identified or completed defects, the University's Contract Manager may terminate the inspection at its discretion, and termination will not be grounds for an Extension of Time.
- (iii) Handover shall be effective when the University's Contract Manager has determined that Practical Completion is achieved and has acknowledged that the Contractor has fulfilled the following requirements in addition to those outlined in the definition of Practical Completion in clause 1.1 of the Minor Works Contract:
- (A) the Contractor has provided the University's Contract Manager with all relevant keys. Keys shall be properly tagged and labelled to the University's Contract Manager's requirements;
 - (B) a certificate of final inspection has been issued by the Building Surveyor as organised by the Contractor and inclusive of the essential services determination;
 - (C) the Contractor has provided a comprehensive list of non-conforming items listed by the Building Surveyor as advised at the time of issue of the occupancy permit/certificate of final completion or written confirmation that none exist; and
 - (D) the Contractor has complied with all of the requirements for Practical Completion as set out in the definition of Practical Completion in clause 1.1 of the Minor Works Contract.
- (iv) The Contractor must retain sufficient personnel and equipment on the Site until handover to complete the required making good, rectification and finishing.
- (v) All defects, making good, rectification and finishing shall be completed within six (6) working days of the defects inspection by the University's Contract Manager. The University retains the right to make arrangements for work not completed by the Contractor after six (6) working days to be completed by others, and the cost deducted from the Contract Sum.
- (vi) The Contractor must remove temporary works services and construction plant immediately after use, and prior to Practical Completion of each Separable Portion.
- (vii) The Contractor must clean and repair damage caused by the installation or use of temporary works and services and restore existing facilities used during construction to original condition.
- (h) Cleaning
- (i) The Contractor is required to keep work under the Contract, adjacent common areas and adjacent properties affected by the Works, clean and tidy at all times.

- (ii) The Contractor is required to clear and remove dirt and debris from the Site progressively and provide sufficient personnel and equipment for cleaning operations.
- (iii) The Contractor is also required to:
 - (A) provide and regularly empty disposal containers for demolished materials, debris, discarded and surplus goods and materials generated by the work under the Contract. The containers should be located as close as practicable to the relevant work area;
 - (B) remove all dirt and debris attributable to work under the Contract from adjacent roads, paths and properties in accordance with the requirements of the relevant authorities;
 - (C) use trucks that will not spill or deposit dirt or debris on adjacent public roads, paths or properties.
- (iv) Prior to Practical Completion, the Contractor is required to:
 - (A) General: Each area on completion shall be thoroughly and carefully cleaned out including washing, scrubbing, polishing and dusting as necessary to leave the whole in perfect condition;
 - (B) Glass: Shall be cleaned by an approved expert cleaner and all paint stains, silicon smears, putty smears, stickers, dust and the like shall be removed carefully without damage to the glass or its surrounding frames or surfaces. Scratched glass shall be replaced;
 - (C) Finishes: Carefully clean all paint marks, cement, plaster, putty smears, tags, labels and the like from the area of the Works;
 - (D) Painted and coloured surfaces: Hand over all painted and coloured surfaces in perfect condition. Carry out all touching up, re-painting, re-polishing, re-staining and the like as required to remove any stains, marks, blemishes, scratches and the like prior to the occupation of the areas concerned by the University;
 - (E) Plant and materials: Remove all construction plant, gear, surplus materials and the like as soon as possible from time to time;
 - (F) Doors: Ease all doors and lubricate all locks and hinges immediately prior to handing over;
 - (G) Access floor: Clean the top and sub floor of all access floors to a standard suitable for use;
 - (H) Spares: Hand over all spare components to the University's Contract Manager; and
 - (I) Stickers: Remove all stickers not critical to the operation of the items, particularly branding stickers.
- (v) Before arranging handover inspections, finish, clean, and make good the Works including:
 - (A) clear and remove surplus materials, dirt, debris and the like;
 - (B) repair damage and defects to adjacent properties resulting from the Works;
 - (C) repair damage, stains and blemishes, or replace work where required;

- (D) clean all finished surfaces;
- (E) issue as-built details; and
- (F) commission, test and ensure services and equipment are connected and operating properly.

(i) As-built details and manuals

The Contractor is required to submit as-built details and manuals in accordance with the requirements detailed in The University of Adelaide Specification for Operations and Maintenance Manuals.

END OF ATTACHMENT 5

A copy of the University of Adelaide Consultants package can be found at:

<http://www.adelaide.edu.au/infrastructure/projects/info/>

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Attachment 6 Approved Form of Security

Approved form of unconditional undertaking

(clause 7 – Security)

At the request of ('the Contractor') and
in consideration of the University accepting this undertaking in respect of the
Contract for

.....
.....
('the financial institution') unconditionally undertakes to pay on demand any sum or
sums which may from time to time be demanded by the University to a maximum
aggregate sum of

..... (\$.....)

The undertaking is to continue until notification has been received from the
University that the sum is no longer required by the University or until this
undertaking is returned to the financial institution or until payment to the University
by the financial institution of the whole of the sum or such part as the University may
require.

Should the financial institution be notified in writing, purporting to be signed
by.....

.....for and on behalf of the University that the
University desires payment to be made of the whole or any part or parts of the sum,
it is unconditionally agreed that the financial institution will make the payment or
payments to the University forthwith without reference to the Contractor and
notwithstanding any notice given by the Contractor not to pay same.

Provided always that the financial institution may at any time without being required
so to do to pay to the University the sum of

..... (\$.....)

less any amount or amounts it may previously have paid under this undertaking or
such lesser sum as may be required and specified by the University and thereupon
the liability of the financial institution hereunder shall immediately cease.

Dated atthis.....day of.....20.....

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[List any other Attachments]

Executed in Adelaide.

SIGNED for and on behalf of
The University of Adelaide in the
presence of:

Signature of Witness

Signature of Authorised Person

Print Name of Witness

Print Name of Authorised Person

Date

Position Held

(Delete one of the signing clauses for the Contractor – refer to the Guidelines)

EXECUTED by **the Contractor** pursuant
to section 127(1) of the *Corporations Act*
2001 (Cth)

Director

Director/Secretary

Print Name of Director

Print Name of Director/Secretary

Date

OR

SIGNED for and on behalf of
the Contractor by an authorised person
in the presence of:

Signature of Witness

Signature of Authorised Person

Print Name of Witness

Print Name of Authorised Person

Date

Position Held

END OF MINOR WORKS CONTRACT