



ANGLICAN SCHOOLS CORPORATION

CONDITIONS OF CONTRACT FOR CAPITAL WORKS PROJECTS

<SCHOOL>
<PROJECT>
< ADDRESS>

<School> – <Project>

<Date>

File Reference: 4. MA1111 Conditions of Contract
Tender Number: XXX

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1.0 GENERAL

1.1 THE WORKS

The Works required to be carried out by the *Contractor* to meet its obligations under this *Contract* are defined in the *Contract Documents*.

The work under the *Contract* shall be carried out in accordance with the *Contract Documents*.

1.2 CONTRACT DOCUMENTS

The *Contract Documents* comprise:

- (a) these Conditions of *Contract* for Capital Works Projects;
- (b) The Conditions of Tendering dated December 2012;
- (c) AS 4000 General Conditions of *Contract*;
- (d) Part A Annexure to AS 4000, Attachment A;
- (e) Part B Annexure to AS 4000, Attachment B;
- (f) Formal Instrument of Agreement, Attachment C;
- (g) The Drawings as listed in Attachment D;
- (h) Specifications as listed in Attachment E;
- (i) the following Tender Schedules, Attachment F:
 - 'A' Tender Form;
 - 'B' Trade Prices;
 - 'C' Trade Rates;
 - 'D' Services Tender Return Forms;
- (j) *Contract Works* and *Contractor's* Liability Insurances, Attachment G;
- (k) Child Protection , Attachment H;
- (l) The *Site* Safety Specification, Attachment I;
- (m) No Smoking Policy, Attachment J;
- (n) Weather Protection Checklist, Attachment K;
- (o) Bonded Asbestos Materials Removal, Attachment L;
- (p) Addenda No [insert number], dated [insert date], Attachment M;
- (q) Minutes of Post Tender Meeting, dated [insert date], Attachment N;

1.3 THE SITE

The following replaces the definition of '*site*' in clause 1 of the AS 4000 General Conditions of *Contract*.

The *site* comprises part of the <School> situated at <Address>. The extent of the *site* will be greater than the *Contractor's* site area. The boundaries of the *site* will be advised by the Anglican Schools Corporation.

The *Contractor* will be granted possession of that part of the *site* as is necessary to enable construction of the *Works*.

The remainder of the School will continue to be used by the occupants. The *Contractor* will not have access to the rest of the *site* unless the *Superintendent* grants access.

1.4 ACCESS

The *Contractor's* access to the *site* will be from the temporary construction access only. No access will be permitted through the School's main entrance and parking area unless specifically authorised by the *Superintendent*.

The *Principal* will not be liable to the *Contractor* for any claim for extra costs and expenses or damages for breach of contract as a result of the *site* being partially occupied and used during the course of the *Works* and the *Contractor* thereby being detrimentally affected.

1.5 LATENT CONDITIONS

Nil (refer to paragraph 3.1).

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1.6 SECURITY OF PAYMENT (NSW)

This clause 3.23 shall apply if the Building and Construction Industry Security of Payment Act 1999 as at 21 April 2014 (NSW) ('**Security of Payment Act**') applies.

The parties agree that a determination made by an adjudicator under the **Security of Payment Act** is binding upon the party who made the application for adjudication under section 17 of the **Security of Payment Act**.

The *Contractor* must ensure that, within 24 hours after any document, claim or schedule (including a payment claim) under the **Security of Payment Act** is given or received by the *Contractor* or any subcontractors, a copy of that document is given to the *Principal* and the *Superintendent*. Failure to do so is a substantial breach of the *Contract*.

The *Contractor* must ensure that under this *Contract* all subcontractor and supplier agreements stipulate 30 business days payment terms. Failure to do so is a substantial breach of the *Contract*.

The *Contractor* must provide proof, by the last calendar day of each month that all payments to subcontractors and suppliers that have become due and payable have been paid within 30 business days of the payment claim under **Security of Payment Act** (Section 13). Failure to do so is a substantial breach of the *Contract*.

The *Contractor* must provide proof, by the last calendar day of each month that all retention moneys held by the *Contractor* for subcontractors and suppliers are held in a Trust Account under **Security of Payment Act** (Section 12A). Failure to do so is a substantial breach of the *Contract*.

The *Contractor* will issue to the *Superintendent* a draft progress claim work sheet and supporting statement on the last calendar day of each month for review by the *Superintendent*. The *Superintendent* will provide a response to the *Contractor* within 10 business days under the **Security of Payment Act**.

The *Contractor* will issue to the *Superintendent* a Tax Invoice based on the certified progress claim and proof that the contractor has meet all of the requirements listed above under the **Security of Payment Act**.

The *Principal* will make payment, within 15 business days, upon the receipt of the *Superintendent* certified Tax Invoice and progress claim under the **Security of Payment Act**.

1.7 PRINCIPAL SUPPLIED ITEMS

The Principal reserves the right to independently procure items to be incorporated into the project. These items will be given to the contractor for installation and the appropriate agreed amount deducted from the Contract Sum.

1.8 NATIONAL CODE OF PRACTICE FOR THE CONSTRUCTION INDUSTRY (CODE) AND THE AUSTRALIAN GOVERNMENT IMPLEMENTATION GUIDELINES FOR THE NATIONAL CODE OF PRACTICE FOR THE CONSTRUCTION INDUSTRY, MAY 2012 (GUIDELINES).

- i) The Contractor must comply with the National Code of Practice for the Construction Industry (Code) and the Australian Government Implementation Guidelines for the National Code of Practice for the Construction Industry, May 2012 (Guidelines). Copies of the Code and Guidelines are available at www.deewr.gov.au/building.
- ii) Compliance with the Code and Guidelines shall not relieve the Contractor from responsibility to perform the Contract, or from liability for any defect in the works arising from compliance with the Code and Guidelines.

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- iii) Where a change in the Contract is proposed and that change would affect compliance with the Code and Guidelines, the Contractor must submit a report to the Commonwealth specifying the extent to which the Contractor's compliance with the Code and Guidelines will be affected.
- iv) The Contractor must maintain adequate records of the compliance with the Code and Guidelines by:
 - a) its Subcontractors;
 - b) consultants; and
 - c) its Related Entities (see Guidelines for meaning including Section 3.5 of the Guidelines).
- v) If the Contractor does not comply with the requirements of the Code or the Guidelines in the performance of this Contract such that a sanction is applied by the Minister for Employment and Workplace Relations, the Code Monitoring Group or the Commonwealth, without prejudice to any rights that would otherwise accrue, those parties shall be entitled to record that non-compliance and take it, or require it to be taken, into account in the evaluation of any future tenders that may be lodged by the Contractor or a related entity in respect of work funded by the Commonwealth or its agencies.
- vi) While acknowledging that value for money is the core principle underpinning decisions on Government procurement, when assessing tenders, the Contractor may give preference to subcontractors and consultants that have a demonstrated commitment to:
 - a) adding and/or retaining trainees and apprentices;
 - b) increasing the participation of women in all aspects of the industry; or
 - c) promoting employment and training opportunities for Indigenous Australians in regions where significant indigenous populations exist.
- vii) The Contractor must not appoint a subcontractor or consultant in relation to the Project where:
 - a) the appointment would breach a sanction imposed by the Minister for Employment and Workplace Relations; or
 - b) the subcontractor or consultant has had an adverse Court or Tribunal decision (not including decisions under appeal) for a breach of workplace relations law, work health and safety law, or workers' compensation law and the tenderer has not fully complied, or is not fully complying, with the order.
- viii) The Contractor agrees to require that it and its subcontractors or consultants and its related entities provide the Commonwealth or any person authorised by the Commonwealth, including a person occupying a position in the Office of the Australian Building and Construction Commissioner, with access to:
 - a) inspect any work, material, machinery, appliance, article or facility;
 - b) inspect and copy any record relevant to the Project the subject of this Contract; and
 - c) interview any person as is necessary to demonstrate its compliance with the Code and Guidelines.
- ix) Additionally, the Contractor agrees that the Contractor and its related entities will agree to a request from the Commonwealth or any person authorised by the Commonwealth, including a person occupying a position in the Office of the Australian Building and Construction Commissioner, to produce a specified document within a specified period, in person, by fax or by post.
- x) The Contractor must ensure that all subcontracts impose obligations on sub contractors equivalent to the obligations under these Contract Clauses.

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1.9 COPYRIGHT

The copyright of these documents remains the property of the Anglican Schools Corporation.

2.0 CONTRACTORS PARTICULAR DUTY OF CARE

2.1 SCHOOL'S OPERATIONS

The *Contractor* shall take particular care to ensure that the operations of the School are not disrupted in any way beyond those formally accepted by the *Superintendent* prior to the commencement of any work.

The *Contractor* is reminded that the primary function of the School is to provide students education. Thus even short disruptions can have a significant effect on those functions. As such the *Contractor's* particular co-operation and consideration is sought to prevent any disadvantage to staff and students.

2.2 RESTRICTED ACCESS

The *Contractor* acknowledges and agrees that despite any other provision of the *Contract*:

- a) the *site* is part of the School which will continue to operate as a School throughout the execution of *the Works*;
- b) access to any part of the *site* only confers on the *Contractor* a right to such use and control as is necessary to enable it to execute *the Works* in accordance with the *Contract*;
- c) the *Superintendent* may, at any time after reasonable notice, and from time to time, reasonably impose restrictions upon the *Contractor's* right to access to the *site* and the *Contractor* must execute *the Works* subject to such restrictions;
- d) the *Principal*, acting reasonably, may at any time after reasonable notice:
 - i) take possession of any part of the *site* for the purpose of carrying out any other work or for any other purpose; and
 - ii) require the *Contractor* to cooperate with and integrate the execution of *the Works* with the work of other contractors engaged by the *Principal*; and
- e) the *Contractor* may not be provided with sole access to the *site* because:
 - i) the *Principal* may engage separate contractors to perform work at the *site* at the same time as the *Contractor*; and
 - ii) of the operation of the School.

2.3 CONTRACTOR TO AVOID INTERFERENCE

The *Contractor* must:

- a) confine all activities in relation to *the Works* within the boundaries of the *site* and will not deposit or store materials, equipment, soil or any other substance near or on the boundaries of the *site* without prior approval of the *Superintendent*;
- b) execute *the Works* in as noise free, vibration free and dust free a manner as is reasonably practicable;
- c) avoid interference with or damage to any adjoining properties (including the School), buildings, other improvements, public roads and other public areas and in particular must shore up, underpin, maintain, support and protect where necessary all adjoining public or private property;
- d) promptly make good any damage by the *Contractor* using materials as near as possible to the originals;
- e) prevent nuisance and minimise inconvenience to all School occupants and users and to adjoining or affected land owners or occupiers, activities being carried on or in the School and in other areas surrounding the *site* or the immediate area of *the Works* and passing members of the public;

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- f) not interfere with, compromise or adversely affect the convenient and continuous operation of the School except as expressly required under this *Contract*;
- g) utilise and ensure that its personnel utilise the best practicable methods available of noise suppression on all compressors, jackhammers and other building and construction machinery to ensure that noise levels emanating from the *site* are kept to a reasonable minimum and otherwise meets the noise limit guidelines and other pollution requirements of relevant Authorities including the Environment Protection Authority as well as requirements of the *Contract*;
- h) deal proactively (through the *Superintendent*) with complaints by and disputes with adjoining or affected land owners or occupiers and users of the School; and
- i) comply with directions of the *Superintendent*, including a direction to stop noisy work.
- j) ensure that all staff, subcontractors and their staff sign and deliver to the superintendent the form set out in attachment H.

2.4 SAFETY

The *Contractor* must:

- a) At all times exercise all necessary precautions to ensure that the safety of all School occupants and users and the public on or near the *site* is not compromised by the execution of *the Works*;
- b) Comply with the *Principal's* safety policies as notified by the *Superintendent* from time to time;
- c) Provide, erect, maintain and remove when no longer required adequate barricades, guards, fencing, signs, lighting, hoardings and other safety devices lawfully required by any Authority, the School or the *Contract* or necessary to protect people and property; and
- d) Ensure that its personnel comply with all relevant legislative requirements including any occupational health and safety requirements.

2.5 WORK HEALTH AND SAFETY (WHS) ACT, WHS REGULATIONS AND CODES OF PRACTICE

The Anglican School Corporation requires the Contractor to comply the requirements of the Work Health and Safety (WHS) Act, WHS Regulations and Codes of Practice that came into effect on 1 January 2012.

Legislative Changes

The transition from the NSW OHS Act to the WHS Act heralds the following general changes (not all of the specific changes are listed here):

- 1. "Work health and safety" (WHS) replaces the term "occupational health and safety".
- 2. Construction work means "any work carried out in connection with the construction, alteration, conversion, fitting-out, commissioning, renovation, repair, maintenance, refurbishment, demolition, decommissioning or dismantling of a structure" where the cost of the construction work is \$250,000 or more.
- 3. There is no grace period between the old and new legislative for the construction industry.

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Definition of PCBU

1. Person Conducting a Business or Undertaking" (PCBU) replaces "Employer" as having the primary duty of care for the health and safety of workers in the PCBU the workplace under the WHS Regulations.
2. The PCBU that commissions a construction project is the principal contractor.
3. The Contracted PCBU will have the primary duty of care for the health and safety of officers, workers and others on the construction site with the school grounds.
4. Officers of a PCBU are defined as those who make decisions, or participate in making decisions, that affect the whole, or a substantial part, of a business or undertaking.

Duties of Officers

Officers of the principle and the contractor, subcontractors and consultants must exercise due diligence to ensure compliance with the WHS legislation. All Senior staff ,All Contractors and All Consultants might also be regarded as Officers, and should strive to meet the due diligence obligations set out in the relevant legislation and regulations.

In summary, due diligence means to:

1. The design and construction of the facilities complies with the Work Health and Safety (WHS) Act, WHS Regulations and Codes of Practice.
2. Acquire and keep up-to-date knowledge of health and safety matters;
3. Gain an understanding of the nature of operations of the business and generally the hazards and risks associated with those operations;
4. Ensure that appropriate resources are available and used to enable hazards to be identified and associated risks eliminated or minimised;
5. Ensure that there are appropriate processes for receiving and considering information regarding incidents, hazards and risks and responding in a timely manner to this information;
6. Ensure that there are processes in place to ensure compliance with the Work Health and Safety (WHS) Act, WHS Regulations and Codes of Practice.
7. Verify the provision and use of these resources and processes.

Duties of Commissioning PCBU

1. Consult with the designer about how to ensure risks arising from the design during construction work are:
2. Eliminated, so far as is reasonably practicable, or Minimised, so far as is reasonably practicable.
3. Give the designer and the principal contractor information regarding hazards and risks.

Duties of Contracted PCBU

1. Contracted PCBU is to manager all the risks associated with carrying out the construction work.
2. Contracted PCBU will secure the workplace from unauthorised access.
3. Contracted PCBU if carrying out high risk construction work prepare and monitor compliance with a Safe Work Method Statement.

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4. Safe Work Method Statements (SWMS) are required for ALL HIGH RISK CONSTRUCTION WORK and must be prepared before work commences. SWMS must:
 - a. Identify work that is high risk construction work
 - b. Specify hazards and risks associated with that work
 - c. Describe measures to control risks
 - d. Describe how the risk control measures are to be implemented, monitored and reviewed
5. Contracted PCBU if carrying out excavation work obtain current underground essential services information, before commencing the work
6. Contracted PCBU if excavating a trench of at least 1.5m deep;
7. Secure from unauthorised/inadvertent entry.
8. Storage, movement and disposal of materials and waste.
9. Storage of plant that is not in use.
10. Traffic management in the vicinity of workplace.
11. Essential services at the workplace.
12. Site Security.
13. General workplace management.
14. First aid.
15. Emergency plans.
16. Provision of personal protective equipment.
17. Management of airborne contaminants
18. Management of risks from hazardous atmospheres.
19. Storage of flammable or combustible substances.
20. Management of risks of falling objects.
21. Management of risks of falls.
22. General induction training is provided to relevant workers.
23. Workers have been trained before directing or allowing a worker to carry out construction work.
24. Both Anglican Schools Corporation and Contracted PCBU must report to WorkCover NSW any reportable incident that occurred on the construction site

Duties of Workers and Others

1. "Worker" replaces "Employee" as the person to whom a duty of care is owed. Workers covers all staff, labour hire staff, volunteers, apprentices, work experience, contractors, and sub contractors.
2. "Others" covers all students, parents and visitors.
3. Workers are to take reasonable care for their own safety and ensure that they do not adversely affect the health and safety of others.

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4. Workers and Others must comply with any reasonable instructions and cooperate with the PCBU's WHS policy and procedures.
5. Officers of a PCBU are defined as those who make decisions, or participate in making decisions, that affect the whole, or a substantial part, of a business or undertaking.
6. "Reasonably practicable" is introduced to qualify the duty of care that is owed ie. eliminate or minimise risks to health and safety so far as is reasonably practicable. This means doing what can reasonably be done in the circumstances.
7. The requirement for consultation with workers on WHS matters remains, but is expanded by the broader definition of worker.
8. Keep their general induction training card available for inspection

Duties of Health and Safety Representatives

Health and Safety Representatives (HSR's) are promoted to assist with consultation on WHS matters. HSR's who have completed approved training can issue Provisional Improvement notices (PINs) and may direct unsafe work to cease.

Duties of union

Union officials may apply to the Regulator for a WHS entry permit, allowing the permit holder to enter a workplace under certain circumstances.

Maximum Penalties under the WHS Act

Penalties for non-compliance will increase. A tiered regime of penalties is introduced, with a maximum penalty, for the most serious breaches, of \$3m for a corporation and \$600,000 and/or five years' imprisonment for individuals (see Penalties below).

Offence *	Corporations	Officers	Workers
Category 1	\$3m	\$600,000 and/or 5 years imprisonment	\$300,000 and/or 5 years imprisonment
Category 2	\$1.5m	\$300,000	\$150,000
Category 3	\$500,000	\$100,000	\$50,000

Offence Categories

Category 1

A person will be guilty of a Category 1 offence if they have a health and safety duty which they fail to comply with; without reasonable excuse, they engage in conduct that exposes an individual (to whom that duty is owed) to a risk of death or serious injury or illness; and they are reckless as to the risk of death or serious injury or illness to that individual.

Category 2

A person will be guilty of a Category 2 offence if they have a health and safety duty which they fail to comply with, and the failure exposes an individual to a risk of death or serious injury or illness.

Category 3

All other offences will be deemed as Category 3 offences.

Associated Legislation

Some legal requirements regarding health and safety at work are contained in associated legislation. This includes Workers Compensation and Injury Management legislation. See legislation database alphabetical listing for a more comprehensive list of NSW Acts and Regulations.

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- [Agricultural and Veterinary Chemicals \(New South Wales\) Act 1994](#)
- [Agricultural and Veterinary Chemicals \(New South Wales\) Regulation 2000](#)
- [Animal Research Act 1985](#)
- [Animal Research Regulation 1990](#)
- [Dangerous Goods Act 1975](#)
- [Dangerous Goods \(General\) Regulation 1999](#)
- [Dangerous Goods \(Gas Installations\) Regulation 1998](#)
- [Electricity Safety Act 1945](#)
- [Environmentally Hazardous Chemicals Act 1985](#)
- [Food Act 1989](#)
- [Food Production \(Safety\) Act 1998](#)
- [Industrial Relations Act 1996](#)
- [Local Government Act 1993](#)
- [Nurses Act 1991](#)
- [Pesticides Act 1999](#)
- [Petroleum \(Onshore\) Act 1991](#)
- [Poisons and Therapeutic Goods Act 1966](#)
- [Poisons and Therapeutic Goods Regulation 1994](#)
- [Public Health Act 1991](#)
- [Radiation Control Act 1990](#)
- [Radiation Control Regulation 1993](#)
- [Rural Industries \(Machine Safety\) Regulations](#)
- [Rural Workers Accommodation Act 1969](#)
- [Smoke-Free Environment Act 2000](#)
- [Smoke-Free Environment Regulation 2000](#)
- [Waste Minimisation and Management Act 1995](#)
- [Workers Compensation Act 1987](#)
- [Workers Compensation Legislation Amendment Act 2001](#)
- [Workplace Injury Management and Workers Compensation Act 1998](#)
- [Workers Compensation \(General\) Regulation 1995](#)
- [Workers Compensation \(Workplace Injury Management\) Regulation 1995](#)
- [Workers Compensation Transitional Regulation 1997](#)
- [Workplace Injury Management and Workers Compensation Regulation 1999](#)
- [Occupational Health and Safety Act 2000](#) - also available in pdf format from the [WorkCover website](#)
- [Occupational Health and Safety Regulation 2001](#) - also available in pdf format from the [WorkCover website](#)
- WorkCover NSW: Summary of the OHS Act 2000 - available from the [WorkCover website](#)
- WorkCover NSW: Summary of the OHS Regulation 2001 - available from the [WorkCover website](#)

For the purposes of this clause the following terms have these meanings:

'Claim' includes any claim for an increase in any amount payable under the *Contract*, for payment of money (including damages), for an *EOT* or for a *variation*.

'WHS Act' means the Work Health and Safety (WHS) Act 2011, WHS Regulations and Codes of Practice

'WHS Principal Contractor' means the person appointed as Contracted PCBU or principal contractor in accordance with Chapter 1, 2,3,4,5,6,7,8,9,11, Schedules 1-18 and Appendix- Jurisdictional notes of the WHS Regulation.

'WHS Regulation' means the Work Health and Safety (WHS) Act 2011 (NSW), WHS Regulations and Codes of Practice 2011 (NSW).

'Works' means the work under the *Contract* together with any other construction work caught under Chapter 1,2,3,4,5,6,7,8,9,11, Schedules 1-18 and Appendix- Jurisdictional

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notes of the WHS Regulation which is carried out by separate contractors in relation to the *site* during the term of the *Contract*.

- a) Without limiting or in any way affecting the *Contractor's* obligations under this *Contract*, the *Principal* appoints and the *Contractor* accepts such appointment as the OHS *Principal Contractor* for the *Works* and the *Contractor* must:
- i) strictly comply with the **WHS Act** and the **WHS Regulation**;
 - ii) comply with its obligations as **WHS Principal Contractor** at its own cost;
 - iii) accept that it is the 'person responsible for the construction work' for the purposes of the **WHS Regulation**;
 - iv) do all things necessary to assist the *Principal* in discharging its obligations under the **WHS Regulation**;
 - v) immediately comply with directions on safety issued by any relevant authority or by the *Principal* or the *Superintendent*;
 - vi) display signs that are clearly visible from outside the *site* identifying the *Contractor* as the **WHS Principal Contractor** and stating the contact telephone numbers of the *Contractor* (including an afterhours emergency telephone number); and
 - vii) on and from the date of this *Contract*, to the extent permitted by law, indemnify the *Principal* against all **Claims** for any loss or damage which may arise as a result of any breach by the *Contractor* of the **WHS Regulation** or of this clause.
- b) It is the intention of the *Principal* to authorise the *Contractor* to exercise such authority of the *Principal* as is necessary to enable the *Contractor* to discharge the responsibilities imposed on the **WHS Principal Contractor**. The *Principal* and the *Contractor* agree that the *Contractor* has sufficient authority to comply with its obligations as the **WHS Principal Contractor** under the **WHS Regulation**. If the *Contractor* becomes aware that the authority is not sufficient for this purpose, the *Contractor* must immediately provide detailed written notice to the *Principal* and the *Superintendent*.
- c) Where there is any inconsistency or ambiguity between this clause and the **WHS Regulation** or the **WHS Act**, the **WHS Regulation** and the **WHS Act** will prevail.
- d) Approval for the *Contractor* to subcontract any part of the work under the *Contract* will be conditional upon the subcontract including:
- i) a provision that the subcontractor acknowledges the appointment of the *Contractor* as the **WHS Principal Contractor** for the purposes of the **WHS Regulation**;
 - ii) a provision that the subcontractor will not interfere with, disturb, impede or obstruct the carrying out by the **WHS Principal Contractor** of the **WHS Principal Contractor's** obligations, and will cooperate and comply with any direction of the **WHS Principal Contractor**;
 - iii) a provision that the subcontractor will not be entitled to make any **Claim** against the *Contractor* arising out of or in any way in connection with this clause or any direction of the **WHS Principal Contractor** or otherwise with any requirement of the **WHS Principal Contractor**.

2.6 CHILD PROTECTION (WORKING WITH CHILDREN) ACT 2012 (NSW)

The *Contractor* acknowledges that the *Principal* is required to comply with the Child Protection (Working with Children) Act 2012 (NSW) and the Child Protection (Working With Children) Regulation 2013 (NSW). The *Principal* is also required to comply with the Anglican Schools Corporation *Working With Children Check (WWCC) Policy 2015* requiring that from **30 June 2016** the *Contractor* hold a Working with Children Check Clearance that has been verified online by the *Superintendent*. The *Principal* acknowledges that the WWCC Policy 2015 goes beyond the legislative requirements.

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The *Contractor* must, prior to commencement of the *Works*, provide the *Superintendent* with their full name (according to their identification documents); WWCC Clearance Number, and date of birth for online verification purposes.

The *Contractor* is responsible to ensure that none of its employees, agents or subcontractors engaged on *the Works* or part of *the Works*;

- a) are Disqualified Persons for the purposes of the Act; or
- b) have direct contact with any students where the contact is not directly supervised by a staff member of the Principal.

The *Contractor* and *Superintendent* are responsible for ensuring that each person being an employee, agent or sub consultant of the *Contractor* or *Superintendent* engaged on the project either has signed a Contractor Personnel Undertaking in the form of Attachment H OR a verified WWCC number.

The *Principal* may terminate the *Contract* in accordance with Subclause 39.2 if the *Contractor* fails to comply with this requirement.

3.0 EXECUTION OF THE WORKS

3.1 VERIFICATION OF PRE-EXISTING CONDITIONS

The *Contractor* shall identify all existing configurations, materials, equipment, conditions, dimensions and services locations prior to carrying out any work. The *Principal* will not be liable upon any claim for additional time or cost consequent from failure to observe this requirement.

3.2 DILAPIDATION AND BUILDING SERVICES INSPECTION

Immediately prior to the commencement of *the Works* the *Contractor* and the *Superintendent* shall jointly carry out an inspection of the *site* and take such steps as are considered necessary to record the prevailing condition of the *site*, neighbouring buildings, and services.

Formal documentary, photographic and video records deemed necessary by the *Superintendent* shall be affected by the *Contractor* at its own cost and a full copy of such provided to the *Superintendent*.

3.3 WORKING HOURS

Subject to the terms of the development approval for *the Works* and such other requirements notified by the School from time to time, the working hours shall be from 7:00 am to 5:00pm, Monday to Saturday (excluding public holidays).

Working hours and working days shall not be varied without the prior approval of the *Superintendent* except when in the interests of safety of the *WUC* or to protect life or property the *Contractor* finds it necessary to carry out work outside the working hours or on other than the working days stated in the *Contract*. In such cases the *Contractor* shall notify the *Superintendent* in writing of the circumstances as early as possible.

3.4 CONSTRUCTION PROGRAM

This Construction Program will form the program for the purposes of construction and monitoring of *the Works*.

The program shall be in the form of a linked bar chart showing duration in relationships of key activities and identifying key milestone dates.

The *Contractor* shall update the program from time to time as progress of the works dictates or when so requested by the *Superintendent*. An updated program must conform to the completion date nominated in the contract documents and must be approved by the *Superintendent*. If the updated construction program is not approved by the *Superintendent*

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the *Contractor* must submit a further updated construction program for the *Superintendent's* approval, until approval is granted.

The *Contractor* shall not, without reasonable cause, depart from:-

- (a) a construction program included in the *Contract*; or
- (b) a construction program furnished to the *Superintendent*.

3.5 CONTRACTORS SITE ESTABLISHMENT

The *Contractor* is responsible for the provision of *site* accommodation generally shall be neat, clean, well constructed and well lit, ventilated, regularly maintained and lockable.

The *Contractor* shall erect a temporary fence around the construction area, to secure the construction area from the remainder of the School and from the public. The *Contractor* is responsible for security within the fenced area.

3.6 SERVICES

The *Contractor* is responsible for the provision of electrical power and water, sufficient for the execution of the work, the extent and location of the supply of which is to be discussed and agreed between the *Contractor's* Representative and the *Superintendent*.

3.7 INTERRUPTIONS TO SERVICES

Should existing services need to be temporarily disconnected, the *Contractor* shall provide and maintain at its cost, adequate temporary electric power and/or gas and/or water as necessary until such time as permanent supplies are reconnected to the *Works*.

At least 14 days prior to the disconnection of or temporary shutdown of any building service or facility, the *Contractor* shall submit to the *Superintendent* in writing, details of the work proposed including duration of activity for the *Superintendents* approval.

3.8 SITE MEETINGS

Site meetings, attended by the *Principal*, Architect, Consultants and the *Contractor*, shall be held throughout the duration of the *Contract* at weekly intervals or at a frequency determined by agreement between the *Principal* and *Contractor*.

3.9 COMMUNICATIONS

Appropriate procedures will be agreed between the *Contractor's* Representative and the *Superintendent* for day to day communications for all *Contract* related matters. These will be recorded and followed by the parties.

3.10 EMERGENCY CONTACT

The *Contractor* will be required to make available the name and contact phone number of a person or persons who may be contacted out of hours in the event of an emergency and who has the full authority of the *Contractor* to act in as may be required.

3.11 SITE TRAFFIC

The *Contractor*, staff and all delivery and associated persons shall at all times observe the safety and traffic control requirements of the School and Local Council and shall obey all reasonable instructions.

3.12 PARKING

Parking within the School's parking areas is prohibited. Parking within the Construction Area will be at the *Contractor's* discretion.

3.13 SITE NOTICE BOARD

Will be installed at the *Superintendent's* discretion.

3.14 PROTECTION OF BUILDING OPERATIONS

The contractor is required to liaise with the *Superintendent* to ensure they have a full understanding of the operations of the area of the works including all associated areas affected by services, access and building operations.

Building operations include all aspects of user needs, safety access and the like necessary for the maintenance of function and safety.

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The *Contractor* shall take all reasonable precautions to prevent disruptions and shall establish procedures to expeditiously remedy disruptions.

The *Contractors* attention is drawn to the nature of function of the *site*. Prior to establishment or work on *site* the *Contractor* is required to satisfy the *Superintendent* in respect of the paragraphs 1 & 2 of this clause.

3.15 HAZARDOUS MATERIALS

On identifying any hazardous materials including, but not limited to, asbestos, flammable or explosive gases or liquids or noxious or explosive chemicals the *Contractor* must cease work in the immediate vicinity and seek direction from the *Superintendent*.

3.16 FIRE PRECAUTIONS

The use of equipment or methods which may create a fire hazard is prohibited except with the express approval of the *Superintendent*. Work Method Statements are required to cover requests under this clause and shall be submitted a minimum of 48 hours in advance and not implemented without approval.

3.17 QUALITY CONTROL

The *Contractor* will be expected to adhere to the principles of quality control as set out in the relevant Australian Standards and demonstrate to the *Superintendent* how these requirements are to be followed.

3.18 PROPRIETARY ITEMS AND TRADE NAMES

The specification of a proprietary item or trade name shall be deemed to indicate the required type, quality, appearance, composition and the like.

3.19 SHOP DRAWINGS

The *Contractor* shall provide to the *Superintendent* for its and the *Principal's* information and review, comprehensive installation and shop drawings for matters such as, but not limited to steel roof platforms, mechanical services, switchboard(s), wiring diagrams and all other special parts of *the Works*, as called for in the Specification.

The *Contractor* shall also submit shop drawings of proposed installations of ductwork, conduits and the like and shall not proceed with any such work until any amendments or corrections to the shop drawings that the *Superintendent* may require have received further attention.

Before submitting such drawings the *Contractor* shall satisfy himself that the work shown or described therein complies with the requirements of the *Contract Documents*, on-site dimensions and with any directions issued by the *Superintendent*.

The *Superintendent's* and the *Principal's* review of shop drawings, and any comments that may be provided, shall not remove from the *Contractor* the responsibility for the works covered by those drawings.

Neither the *Principal* nor the *Superintendent* assumes liability for any comments, amendment, corrections, approvals or the like given in connection with shop drawings.

3.20 AS-BUILT DRAWINGS AND OPERATING AND MAINTENANCE MANUALS

The *Contractor* shall submit to the *Principal* 'as-built' drawings and Operation and Maintenance Manuals all in accordance with the requirements of the specifications. The contractor shall submit to the *Superintendent* for review, a draft set of 'as-built' drawings and Operation and Maintenance Manuals within 14 (fourteen) days of the *Date of Practical Completion*. Reviewed documents shall be returned to the *Contractor* for correction as necessary and 2 (two) final and complete sets shall be issued to the *Superintendent* within a further 14 (fourteen) days.

The *Principal* shall be entitled to withhold, in addition to any monetary retention, a sum of \$10,000.00 (ten thousand dollars) from the progress claim submitted prior to the satisfactory provision of the 'as-built' drawings and Operation and Maintenance Manuals. Should the *Contractor* fail to provide the required documents within the times stipulated, the *Principal*

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CONDITIONS OF CONTRACT FOR CAPITAL WORKS PROJECTS

may engage others to provide the documents and any costs incurred by the *Principal* shall become a debt payable by the *Contractor* to the *Principal* under the *Contract*.

3.21 TRADE WARRANTIES AND GUARANTEES

The *Contractor* shall provide the warranties in the name of the *Principal* as specified under the various trade Sections of the Specifications.

All warranty periods shall commence from the *Date of Practical Completion* and remain in force for the periods specified and failing the same, for a period not less than the expiration of the *Defects Liability Period*.

All warranties shall state that workmanship, materials and installation are warranted by the *Contractor* and the manufacturer jointly for the required period.

4.0 CONTRACT ATTACHMENTS

ANGLICAN SCHOOLS CORPORATION
CONDITIONS OF CONTRACT FOR CAPITAL WORKS PROJECTS

ATTACHMENT A

PART A ANNEXURE TO AS4000

Annexure to the Australian Standard General Conditions of *Contract AS 4000*

This Annexure shall be completed and issued as part of the tender documents and, subject to any amendments to be incorporated into the *Contract*, is to be attached to the General Conditions of *Contract* and shall be read as part of the *Contract*.

Item

- | | | |
|---|---|--|
| 1 | <i>Principal</i>
(clause 1) | Anglican Schools Corporation
ACN 544 529 806 |
| 2 | <i>Principal's address</i> | Level1 , 420 Forest Road
Hurstville NSW 2220 |
| 3 | <i>Contractor</i>
(clause 1) |

ACN |
| 4 | <i>Contractor's address</i> |

..... |
| 5 | <i>Superintendent</i>
(clause 1) | ACN |
| 6 | <i>Superintendent's address</i> | |
| 7 | a) <i>Date for practical completion</i>
(clause 1) | TBA |
| | OR | |
| | b) <i>Period of time for</i>
<i>practical completion</i>
(clause 1) | N/A |
| 8 | <i>Governing Law</i>
(page 5, clause 1 (h)) | New South Wales
If nothing stated, that of the jurisdiction where the <i>site</i> is located. |

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ANGLICAN SCHOOLS CORPORATION
CONDITIONS OF CONTRACT FOR CAPITAL WORKS PROJECTS

ATTACHMENT A (CONT)

PART A ANNEXURE TO AS4000

Annexure to the Australian Standard General Conditions of *Contract AS 4000*

- | | | |
|----|--|---|
| 9 | a) Currency
(page 5, clause 1 (g)) | AU \$
If nothing stated, that of the jurisdiction where <i>the site</i> is located. |
| | b) Place for payments
(page 5, clause 1 (g)) | Level1 , 420 Forest Road
Hurstville NSW 2220
If nothing stated, the <i>Principal's</i> address |
| | c) Place of business of bank
(page 3, clause 1 (d)) | Sydney
If nothing stated, the place nearest to where the <i>site</i> is located. |
| 10 | <i>Bills of quantities</i>
(subclause 2.2) | |
| | a) Alternative applying
(subclause 2.2) | Alternative 2
If nothing stated, Alternative 1 applies |
| | b) If Alternative 2 applies, is the
<i>bill of quantities</i> to be
priced?
(subclause 2.2) | Yes
If neither deleted, the <i>bill of quantities</i> shall not be priced |
| | c) Lodgement time
(subclause 2.3(b)) | 28 days after <i>date of acceptance of tender</i>
If nothing stated, 28 days after <i>date of acceptance of tender</i> |
| 11 | Quantities in <i>schedule of rates</i> ,
limits of accuracy
(subclause 2.5 (b)) | Upper Limit N/A

Lower Limit N/A |
| 12 | <i>Provisional sum</i> ,
percentage for profit and
attendance (clause 3) | 10 %, which shall only be applied at the completion of
the project should the total cost of all provisional sums
exceed the contract allowance. |
| 13 | <i>Contractor's security</i> | |
| | a) Form
(clause 5) | If <i>contract sum</i> is less than \$100,000 no <i>security</i> is
required. If contract sum is \$100,000 or more, 2
approved unconditional undertakings of 2.5% of the
<i>contract sum</i> |
| | b) Amount or maximum
percentage of <i>contract sum</i>
(clause 5) | See a) above
If nothing stated, 5% of the <i>contract sum</i> |
| | c) If retention moneys,
percentage of each <i>progress</i>
<i>certificate</i>
(clause 5 and subclause 37.2) | Not Applicable
If nothing stated, 10% until the limit in <i>Item 13(b)</i> |
| | d) Time for provision (except for
retention moneys)
(clause 5) | Within 14 days of <i>date of acceptance of tender</i>
If nothing stated, 28 days after <i>date of acceptance of tender</i> |

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ANGLICAN SCHOOLS CORPORATION
CONDITIONS OF CONTRACT FOR CAPITAL WORKS PROJECTS

ATTACHMENT A (CONT)

PART A ANNEXURE TO AS4000

Annexure to the Australian Standard General Conditions of *Contract AS 4000*

13 Contractor's security (cont)

- | | |
|---|--|
| e) Additional security for unfixed plant and materials (subclauses 5.4 and 37.3) | Nil |
| f) Contractor's security upon certificate of practical completion is reduced by (subclause 5.4) | 50%
If nothing stated, 50% of amount held |

14 Principal's security

- | | |
|--|---|
| a) Form (clause 5) | Not Applicable |
| b) Amount or maximum percentage of contract sum (clause 5) | If nothing stated, Nil |
| c) Time for provision (clause 5) | If nothing stated, 28 days after date of acceptance of tender |
| d) Principal's security upon certificate of practical completion is reduced by (subclause 5.4) | If nothing stated, 50% of amount held |

15 Principal – supplied documents (subclause 8.2)

Document	No. of copies
1 Specifications	1 electronic copy in pdf format
2 Drawings.....	1 electronic copy in pdf format
3	
4	
5	
6	
If nothing stated, 5 copies of the drawings, specifications, bill of quantities or schedule of rates (if any)	

16 Time for Superintendent's direction, about documents (subclause 8.3)

14 days
If nothing stated, 14 days

17 Subcontract work requiring approval (subclause 9.2)

Value greater than 50% of the contract sum.

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ATTACHMENT A (CONT)

PART A ANNEXURE TO AS4000

Annexure to the Australian Standard General Conditions of *Contract AS 4000*

- | | | |
|----|---|--|
| 18 | Novation
(subclause 9.4) | Subcontractor
N/A
<i>Selected subcontractor</i>
N/A |
| | | |
| 19 | <i>Legislative requirements</i> | |
| | a) Those excepted
(subclause 11.1) | N/A |
| | b) Identified WUC
(subclause 11.2(a)(ii)) | N/A |
| | | |
| 20 | Insurance of <i>the Works</i>
(clause 16) | |
| | a) Alternative applying

If Alternative 1 applies | Alternative 1
If nothing stated, Alternative 1 applies |
| | b) Provision for demolition and
removal of debris | 10% of the contract sum |
| | c) Provision for consultants' fees | 10% of the contract sum |
| | d) Value of materials or things to
be supplied by the <i>Principal</i> | \$20,000.00 |
| | e) Additional amount of
percentage | 2.5% of the total of paragraphs a) to d) in clause 16 |
| | | |
| 21 | Public liability insurance
(clause 17) | |
| | a) Alternative applying

If Alternative 1 applies | Alternative 1
If nothing stated, Alternative 1 applies |
| | b) Amount per occurrence shall
be not less than | Ten Million Dollars \$10,000,000.00
If nothing stated, then not less than the <i>contract sum</i> |
| | | |
| 22 | Time for giving possession
(subclause 24.1) | within 14 days of <i>date of acceptance of tender</i>
If nothing stated, 14 days |
| | | |
| 23 | <i>Qualifying causes of delay</i>
Causes of delay for which <i>EOTs</i>
will not be granted.
(page 3, paragraph (b) (iii) of
clause 1 and subclause 34.3) | Refer to Attachment B |

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ANGLICAN SCHOOLS CORPORATION
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ATTACHMENT A (CONT)

PART A ANNEXURE TO AS4000

Annexure to the Australian Standard General Conditions of *Contract AS 4000*

+24	Liquidated damages, rate (subclause 34.7)	One Thousand and Two Hundred Dollars (\$1,200.00) per day
25	Bonus for early <i>practical completion</i> (subclause 34.8)	
	a) Rate	N/A
	b) Limit	N/A
26	Delay damages, other <i>compensable causes</i> . (page 1, clause 1 and subclause 34.9)	NIL
27	<i>Defects liability period</i> (clause 35)	12 months If nothing stated, 12 months
28	Progress Claims (subclause 37.1)	
	a) Times for progress claims	28th day of each month for WUC done to the 28th day of that month.
	OR	
	b) Stages of WUC for progress claims	N/A
29	Unfixed plant and materials for which payment claims may be made. (subclause 37.3)	NIL
30	Interest rate on overdue payments (subclause 37.5)	10 % per annum If nothing stated, 18% per annum
31	Time for <i>Principal</i> to rectify inadequate Possession. (subclause 39.7)	14 days If nothing stated, 14 days

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ANGLICAN SCHOOLS CORPORATION
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ATTACHMENT A (CONT)

PART A ANNEXURE TO AS4000

Annexure to the Australian Standard General Conditions of *Contract AS 4000*

32 Arbitration

(subclause 42.3)

a) Person to nominate an arbitrator

President of the Australasian Dispute Centre
If no-one stated, the President of the Australasian Dispute Centre

b) Rules for arbitration

Rules 5-18 of the Rules of The Institute Arbitrators, Australia for the Conduct of Commercial Arbitrations
If nothing stated: rules 5-18 of the Rules of The Institute Arbitrators, Australia for the Conduct of Commercial Arbitrations;

OR

if one or more of the parties are nationals or the habitually resident in, incorporated in, or where the central management and control is exercised in, different countries as between the parties, then the UNCITRAL Arbitration Rules shall apply and the appointing authority shall be the person provided in Item 32 (c)

c) Appointing Authority under UNCITRAL Arbitration Rules

President of the Australasian Dispute Centre
If no-one stated, the President of the Australasian Dispute Centre

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ATTACHMENT B

PART B ANNEXURE TO AS4000

Annexure to the Australian Standard General Conditions of *Contract AS 4000*

Deletions, amendments and additions

1. The following Clauses have been deleted from the General Conditions In AS 4000:

Clause 5.5 Trusts and interest
Clause 25 Latent Conditions

2. The following clauses have been amended and differ from the corresponding clauses in AS 4000:

Clause 1 Interpretation and construction of contract

In the definition of *compensable cause*, in subparagraph (a) after the word *omission* add the expression '(other than a *variation*)' so that it reads:

compensable cause means:-

- a) any act, default or omission **(other than a *variation*)** of the *Superintendent*, the *Principal* or it's consultants, agents or other contractors (not being employed by the *Contractor*); or
- b) those listed in *Item 26*;

Clause 1 Interpretation and construction of contract

Replace the definition of *qualifying cause of delay* in Clause 1, with the following new definition:

qualifying cause of delay means:-

- (a) any act, default or omission of the *Superintendent*, the *Principal* or its consultants, agents or other contractors (not being employed by the *Contractor*); or
- (b) a state-wide or industry wide industrial dispute occurring on or before the date for practical completion; or
- (c) delay by a municipal, public or other statutory authority in issuing any certificate, licence, consent, approval or requirement where the delay is not attributable to the *Contractor*; or
- (d) acts of God, war, fire, explosion or civil commotion

Clause 1 Interpretation and construction of contract

Replace the definition of *site* in Clause 1, with the following new definition:

site The *site* comprises part of **<School>** situated at **<Address>**. The extent of the *site* will be greater than the *Contractor's* site area. The boundaries of the *site* will be advised by the Anglican Schools Corporation.

The *Contractor* will be granted vacant possession of that part of the *site* as is necessary to enable construction of the *Works*.

The remainder of the School will continue to be used by the occupants. The *Contractor* will not have access to the rest of the *site* unless the *Superintendent* grants access.

ANGLICAN SCHOOLS CORPORATION

CONDITIONS OF CONTRACT FOR CAPITAL WORKS PROJECTS

ATTACHMENT B (CONT)

PART B ANNEXURE TO AS4000

Annexure to the Australian Standard General Conditions of *Contract AS 4000*

Clause 3 Provisional sums

Delete that last 3 lines of Clause 3 and replace with the following new words:-

'plus an amount for attendance, profit and overheads on the excess amount payable to the subcontractor over the amount of the provisional sum included in the *contract sum*, calculated by using the percentage thereon stated in Item 12 or elsewhere in the *Contract*, or if not so stated, as assessed by the *Superintendent*' so that it reads:

3 Provisional sums

A *provisional sum* included in the *Contract* shall not itself be payable by the *Principal* but where pursuant to a *direction* the work or item to which the *provisional sum* relates is carried out or supplied by the *Contractor*, the work or item shall be priced by the *Superintendent*, and the difference shall be added to or deducted from the *contract sum*.

Where any part of such work or item is carried out or supplied by a subcontractor, the *Superintendent* shall allow the amount payable by the *Contractor* to the subcontractor for the work or item, disregarding:

a) any damages payable by the *Contractor* to the subcontractor or vice versa; and

b) any deduction of cash discount for prompt payment,

~~plus an amount for profit and attendance calculated by using the percentage thereon stated in Item 12 or elsewhere in the *Contract*, or, if not so stated, as assessed by the *Superintendent*.~~

plus an amount for attendance, profit and overheads on the excess amount payable to the subcontractor over the amount of the provisional sum included in the *contract sum*, calculated by using the percentage thereon stated in Item 12 or elsewhere in the *Contract*, or if not so stated, as assessed by the *Superintendent*.

Subclause 5.2 Recourse

Delete subclause 5.2 and replace with the following new subclause 5.2:

5.2 Recourse

Security shall be subject to recourse by the *Principal* who remains unpaid after the time for payment by the *Contractor* has elapsed.

Subclause 8.1 Discrepancies

Delete the last paragraph of Clause 8.1 and replace with the following 3 new paragraphs:-

If the direction by the *Superintendent* under the first paragraph of this subclause 8.1 is given as a result of any inconsistency, ambiguity or discrepancy in or as a consequence of any document offered or provided by the *Contractor*, the *Contractor* shall not be entitled to any cost thereby incurred by the *Contractor* as a result of complying with such direction.

If compliance with a direction, (other than one referred to in the preceding paragraph) under this subclause 8.1 causes the *Contractor* to incur more or less cost than otherwise would have been incurred had the direction not been given, the difference shall be assessed by the *Superintendent* and added to or deducted from the contract sum.

ATTACHMENT B (CONT)

PART B ANNEXURE TO AS4000

Annexure to the Australian Standard General Conditions of *Contract AS 4000*

Any *WUC* carried out by the *Contractor* which is affected by any inconsistency, ambiguity or discrepancy in any document and before a direction is given by the *Superintendent* under the first paragraph of this subclause 8.1, shall be at the *Contractor's* risk and cost.

So that it reads:

8.1 Discrepancies

Figured shall prevail over scaled dimensions in a discrepancy. Otherwise, if either party discovers any inconsistency, ambiguity or discrepancy in any document prepared for the purpose of carrying out *WUC*, that party shall give the *Superintendent* written notice of it. The *Superintendent*, thereupon, and upon otherwise becoming aware, shall direct the *Contractor* as to the interpretation and construction to be followed.

~~If compliance with any such direction under this subclause causes the *Contractor* to incur more or less cost than otherwise would have been incurred had the direction not been given, the difference shall be assessed by the *Superintendent* and added to or deducted from the contract sum.~~

If the direction by the *Superintendent* under the first paragraph of this subclause 8.1 is given as a result of any inconsistency, ambiguity or discrepancy in or as a consequence of any document offered or provided by the *Contractor*, the *Contractor* shall not be entitled to any cost thereby incurred by the *Contractor* as a result of complying with such direction.

If compliance with a direction, (other than one referred to in the preceding paragraph) under this subclause 8.1 causes the *Contractor* to incur more or less cost than otherwise would have been incurred had the direction not been given, the difference shall be assessed by the *Superintendent* and added to or deducted from the contract sum.

Any *WUC* carried out by the *Contractor* which is affected by any inconsistency, ambiguity or discrepancy in any document and before a direction is given by the *Superintendent* under the first paragraph of this subclause 8.1, shall be at the *Contractor's* risk and cost.

Subclause 29.1 Quality of material and work

At the end of subclause 29.1 add a sentence so that it reads:-

29.1 Quality of Material and work

Unless otherwise provided the *Contractor* shall use suitable new materials and proper and tradesmanlike workmanship.

The *Contractor* warrants the accuracy and fitness for purpose of alternatives or designs offered by the *Contractor* and accepted by the *Principal*.

ATTACHMENT B (CONT)

PART B ANNEXURE TO AS4000

Annexure to the Australian Standard General Conditions of *Contract AS 4000*

Subclause 29.3 Defective work

- (a) In subclause 29.3 at the end of paragraph (c) delete the word 'and'
 - (b) In subclause 29.3 at the end of paragraph (d), delete the word '*site*' and replace with the words '*site*; and'
 - (c) In Clause 29.3 after paragraph (d) add the following new paragraph:
 - (e) otherwise rectify the *work* as directed by the *Superintendent*.
- So that it reads:

29.3 Defective work

If the *Superintendent* becomes aware of *work* done (including material provided) by the *Contractor* which does not comply with the *Contract*, the *Superintendent* shall as soon as practicable give the *Contractor* written details thereof. If the subject *work* has not been rectified, the *Superintendent* may direct the *Contractor* to do any one or more of the following (including times for commencement and completion):

- a) remove the material from the *site*;
- b) demolish the *work*;
- c) reconstruct, replace or correct the *work*; ~~and~~
- d) not deliver it to the ~~*site*~~ *site*, and
- e) **otherwise rectify the *work* as directed by the *Superintendent*.**

If:

- a) the *Contractor* fails to comply with such a *direction*; and
- b) that failure has not been made good within 8 days after the *Contractor* receives written notice from the *Superintendent* that the *Principal* intends to have the subject *work* rectified by others, the *Principal* may have that *work* so rectified and the *Superintendent* shall certify the cost incurred as moneys due from the *Contractor* to the *Principal*.

Subclause 34.3 Claim

In paragraph (b) delete 28 and replace with '14': and delete the last paragraph and replace it with the following two new paragraphs:-

If further delay results from a *qualifying cause of delay* evidenced in a claim under paragraph (b) of this subclause, the *Contractor* shall claim an *EOT* for such delay within 14 days of such further delay commencing by giving the *Superintendent* a written claim evidencing the facts of that delay to *WUC* (including extent).

It shall be a condition precedent to any entitlement of the *Contractor* to an *EOT* that the *Contractor* complies with the requirements of the preceding provisions of this subclause.

So that it reads:

34.3 Claim

The *Contractor* shall be entitled to such extension of time for carrying out *WUC* (including reaching *practical completion*) as the *Superintendent* assesses ('*EOT*'), if:

- a) the *Contractor* is or will be delayed in reaching *practical completion* by a *qualifying cause of delay*; and

ATTACHMENT B (CONT)

PART B ANNEXURE TO AS4000

Annexure to the Australian Standard General Conditions of *Contract AS 4000*

- b) the *Contractor* gives the *Superintendent*, within ~~28~~ **14** days of when the *Contractor* should reasonably have become aware of that causation occurring, a written claim for an *EOT* evidencing the facts of causation and of the delay to *WUC* (including extent).

~~If further delay results from a qualifying cause of delay evidenced in a claim under paragraph (b) of this subclause, the Contractor shall claim an EOT for such delay by promptly giving the Superintendent a written claim evidencing the facts of that delay.~~

If further delay results from a qualifying cause of delay evidenced in a claim under paragraph (b) of this subclause, the Contractor shall claim an EOT for such delay within 14 days of such further delay commencing by giving the Superintendent a written claim evidencing the facts of that delay to WUC (including extent).

It shall be a condition precedent to any entitlement of the Contractor to an EOT that the Contractor complies with the requirements of the preceding provisions of this subclause.

Subclause 34.9 Delay damages

Subclause 34.9 is deleted in its entirety and replaced with a new subclause so the subclause reads as follows:

34.10 Delay damages

~~For every day the subject of an EOT for a compensable cause and for which the Contractor gives the Superintendent a claim for delay damages pursuant to subclause 41.1, damages certified by the Superintendent under subclause 41.3 shall be due and payable to the Contractor.~~

The Contractor accepts the risk of and will have no entitlement to payment of increased or additional costs and expenses or damages resulting from or attributable to delay or disruption to the Works howsoever caused (except where the cause is a breach by the Principal of an express term of the Contract) and whether or not it has any entitlement to an EOT.

Subclause 36.1 Directing variations

In subclause 36.1 replace the first paragraph with the following new paragraph:

'The Contractor shall not vary WUC except as directed in writing and where the Superintendent's written direction states that the direction constitutes a variation to WUC.'

and at the end of the subclause add the following new paragraph:

'If the Contractor considers a direction by the Superintendent constitutes a variation although the direction does not so indicate, the Contractor, before complying with the direction, shall notify the Superintendent that the Contractor considers the direction constitutes a variation. If the Contractor fails to so notify the Superintendent, the Superintendent's direction shall be deemed not to involve a variation.'

So that it reads:

<School> – <Project>

<Date>

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ATTACHMENT B (CONT)

PART B ANNEXURE TO AS4000

Annexure to the Australian Standard General Conditions of *Contract AS 4000*

36.1 Directing variations

~~The Contractor shall not vary WUC except as directed in writing.~~

The Contractor shall not vary WUC except as directed in writing and where the Superintendent's written direction states that the direction constitutes a variation to WUC.

The Superintendent, before the date of practical completion, may direct the Contractor to vary WUC by any one or more of the following which is nevertheless of a character and extent contemplated by, and capable of being carried out under, the provisions of the Contract:

- a) increase, decrease or omit any part;
- b) change the character or quality;
- c) change the levels, lines, positions or dimensions;
- d) carry out additional work;
- e) demolish or remove material or work no longer required by the Principal.

If the Contractor considers a direction by the Superintendent constitutes a variation although the direction does not so indicate, the Contractor, before complying with the direction, shall notify the Superintendent that the Contractor considers the direction constitutes a variation. If the Contractor fails to so notify the Superintendent, the Superintendent's direction shall be deemed not to involve a variation.

Subclause 36.2 Proposed variations

Delete the last sentence thereof, so that it reads:

36.2 Proposed variations

The Superintendent may give the Contractor written notice of a proposed variation.

The Contractor shall as soon as practicable after receiving such notice, notify the Superintendent whether the proposed variation can be effected, together with, if it can be effected, the Contractor's estimate of the:

- a) effect on the construction program (including the date for practical completion); and
- b) cost (including all time-related costs, if any) of the proposed variation.

The Superintendent may direct the Contractor to give a detailed quotation for the proposed variation supported by measurements or other evidence of cost.

~~The Contractor's costs for each compliance with this subclause shall be certified by the Superintendent as moneys due to the Contractor.~~

ATTACHMENT B (CONT)

PART B ANNEXURE TO AS4000

Annexure to the Australian Standard General Conditions of *Contract AS 4000*

Subclause 36.4 Pricing

In subclause 36.4 delete subparagraph (d) and the remaining words thereafter in the first paragraph and replace with the following new subparagraph (d) and words:

'(d) reasonable rates and prices, which shall include an amount of not more than 10% for attendance, profit and overheads, and any deductions shall include a reasonable amount for profit but not attendance and, overheads. Where a *variation* delays *WUC* the price shall also include the more or less cost incurred by the *Contractor* for attendance and overheads but shall not include profit or loss of profit.'

So that it reads:

36.4 Pricing

The *Superintendent* shall, as soon as possible, price each *variation* using the following order of precedence:

- a) prior agreement;
- b) applicable rates or prices in the *Contract*;
- c) rates or prices in a priced *bill of quantities*, *schedule of rates* or *schedule of prices*, even though not *Contract* documents, to the extent that it is reasonable to use them; and
- ~~d) reasonable rates or prices, which shall include a reasonable amount for profit and overheads, and any deductions shall include a reasonable amount for profit but not overheads.~~

~~That price shall be added to or deducted from the contract sum.~~

- d) reasonable rates and prices, which shall include an amount of not more than 10% for attendance, profit and overheads, and any deductions shall include a reasonable amount for profit but not attendance and, overheads.

Where a *variation* delays *WUC* the price shall also include the more or less cost incurred by the *Contractor* for attendance and overheads but shall not include profit or loss of profit.

Subclause 37.2 Certificates

- a) In the sixth paragraph of subclause 37.2, delete the figure 7 where twice occurring and replace with the figure 14 and delete the figure 21 and replace with the figure 28;

- b) at the end of subclause 37.2 add the following paragraph:-

'At any time and from time to time, the *Superintendent* may by a further certificate correct any error or omission which has been discovered in any previous *progress certificate*, other than a *certificate of practical completion* or a *final certificate*.'

So that it reads:

37.2 Certificates

The *Superintendent* shall, within 14 days after receiving such a progress claim, issue to the *Principal* and the *Contractor*.

ATTACHMENT B (CONT)

PART B ANNEXURE TO AS4000

Annexure to the Australian Standard General Conditions of *Contract AS 4000*

- a) a *progress certificate* evidencing the *Superintendent's* opinion of the moneys due from the *Principal* to the *Contractor* pursuant to the progress claim and reasons for any difference ('*progress certificate*'); and
- b) a certificate evidencing the *Superintendent's* assessment of retention moneys and moneys due from the *Contractor* to the *Principal* pursuant to the *Contract*.

If the *Contractor* does not make a progress claim in accordance with *Item 28*, the *Superintendent* may issue the *progress certificate* with details of the calculations and shall issue the certificate in paragraph (b).

If the *Superintendent* does not issue the *progress certificate* within 14 days of receiving a progress claim in accordance with subclause 37.1, that progress claim shall be deemed to be the relevant *progress certificate*.

The *Principal* shall within ~~7~~ **14** days after receiving both such certificates, or within ~~21~~ **28** days after the *Superintendent* receives the progress claim, pay to the *Contractor* the balance of the *progress certificate* after deducting retention moneys and setting off such of the certificate in paragraph (b) as the *Principal* elects to set off. If that setting off produces a negative balance, the *Contractor* shall pay that balance to the *Principal* within ~~7~~ **14** days of receiving written notice thereof.

Neither a *progress certificate* nor a payment of moneys shall be evidence that the subject *WUC* has been carried out satisfactorily. Payment other than *final payment* shall be payment on account only.

At any time and from time to time, the *Superintendent* may by a further certificate correct any error or omission which has been discovered in any previous *progress certificate*, other than a *certificate of practical completion* or a *final certificate*.

Subclause 37.4 Final payment claim and certificate

In subclause 37.4 replace the first paragraph with the following new paragraph:

Within 28 days after the expiry of the last *defects liability period* the *Contractor* shall give the *Superintendent* a written *final payment claim* endorsed 'Final Payment Claim' being a progress claim together with all other claims whatsoever in connection with the subject matter of the *Contract*. The 'Final Payment Claim' shall include full disclosure of any payments made to an employee or director of Anglican Schools Corporation, or immediate family member or spouse of either an employee or director of Anglican Schools Corporation, pursuant to *Clause 9.6.1*.

So that it reads:

37.4 Final payment claim and certificate

~~Within 28 days after the expiry of the last *defects liability period*, the *Contractor* shall give the *Superintendent* a written *final payment claim* endorsed 'Final Payment Claim' being a progress claim together with all other claims whatsoever in connection with the subject matter of the *Contract*.~~

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Annexure to the Australian Standard General Conditions of *Contract AS 4000*

Within 28 days after the expiry of the last *defects liability period* the *Contractor* shall give the *Superintendent* a written *final payment claim* endorsed 'Final Payment Claim' being a progress claim together with all other claims whatsoever in connection with the subject matter of the *Contract*. The 'Final Payment Claim' shall include full disclosure of any payments made to an employee or director of Anglican Schools Corporation, or immediate family member or spouse of either an employee or director of Anglican Schools Corporation, pursuant to *Clause 9.6.1*.

Within 42 days after the expiry of the last *defects liability period*, the *Superintendent* shall issue to both the *Contractor* and the *Principal* a *final certificate* evidencing the moneys finally due and payable between the *Contractor* and the *Principal* on any account whatsoever in connection with the subject matter of the *Contract*.

Those moneys certified as due and payable shall be paid by the *Principal* or the *Contractor*, as the case may be, within 7 days after the debtor receives the *final certificate*.

The *final certificate* shall be conclusive evidence of accord and satisfaction, and in discharge of each party's obligations in connection with the subject matter of the *Contract* except for:

- a) fraud or dishonesty relating to *WUC* or any part thereof or to any matter dealt with in the *final certificate*;
- b) any *defect* or omission in the *Works* or any part thereof which was not apparent at the end of the last *defects liability period*, or which would not have been disclosed upon reasonable inspection at the time of the issue of the *final certificate*;
- c) any accidental or erroneous inclusion or exclusion of any *work* or figures in any computation or an arithmetical error in any computation; and
- d) unresolved issues the subject of any notice of *dispute* pursuant to clause 42, served before the 7th day after the issue of the *final certificate*.

Subclause 41.2 Liability for failure to communicate

In subclause 41.2 add a new first paragraph thereto as following: -

'This subclause shall apply to all claims except claims referred to in subclauses 34.3 and 36.1A.', so that it reads:

41.2 Liability for failure to communicate

This subclause shall apply to all claims except claims referred to in subclauses 34.3 and 36.1A

The failure of a party to comply with the provisions of subclause 41.1 or to communicate a claim in accordance with the relevant provision of the *Contract* shall, inter alia, entitle the other party to damages for breach of *Contract* but shall neither bar nor invalidate the claim.

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ATTACHMENT B (CONT)

PART B ANNEXURE TO AS4000

Annexure to the Australian Standard General Conditions of *Contract AS 4000*

Subclause 42.2 Conference

In subclause 42.2 delete the last paragraph and replace with the follow new paragraph:-

‘Except as otherwise agreed by the parties under subclause 42.2, It shall be a condition precedent that a party shall not be entitled to institute proceedings until the requirements of subclauses 41.1 and 42.1 have been satisfied and 28 days have elapsed since the giving of the notice of dispute under subclause 42.1’ so that it reads:

42.2 Conference

Within 14 days after receiving a notice of *dispute*, the parties shall confer at least once to attempt to resolve the *dispute* or to agree on methods of doing so. At every such conference each party shall be represented by a person having authority to agree to such resolution or methods. All aspects of every such conference except the fact of occurrence shall be privileged.

~~If the *dispute* has not been resolved within 28 days of service of the notice of *dispute*, that *dispute* shall be and is hereby referred to arbitration.~~

Except as otherwise agreed by the parties under subclause 42.2, It shall be a condition precedent that a party shall not be entitled to institute proceedings until the requirements of subclauses 41.1 and 42.1 have been satisfied and 28 days have elapsed since the giving of the notice of dispute under subclause 42.1.

3. The following Clauses have been added to those of AS 4000.

Clause 9: Assignment and subcontracting

Retain the entire clause and add the following subclauses:

9.6 Subcontracting to School Employees, Directors or Associates

The *Contractor* provides an undertaking to the *Principal* that no subcontracting works or payments will made to an employee or director of Anglican Schools Corporation, or immediate family member or spouse of either employees or directors of Anglican Schools Corporation.

9.6.1 If during the *WUC*, the *Contractor* becomes aware of the subcontracting of an employee, director, or immediate family member or spouse of either an employee or director of Anglican Schools Corporation, the *Principal* must be notified immediately and all payments recorded on the Final Payment Claim pursuant to *Clause 37.4*.

Clause 28: Materials, labour and construction plant

Retain the entire clause under the new subclause heading “**28.1 Provision of materials, labour and construction Plant**” and add the following subclauses:

28.2 Manufacture and supply of materials

The *Superintendent* may direct the *Contractor* to supply particulars of:

<School> – <Project>

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ATTACHMENT B (CONT)

PART B ANNEXURE TO AS4000

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- a) the mode and place of manufacture;
- b) the source of supply;
- c) the performance capabilities; and
- d) other information, in respect of any materials, machinery or equipment to be supplied by the *Contractor* under or used in connection with the *Contract*.

28.3 Warranties

The *Contractor* must ensure that the benefit of all warranties and guarantees provided by manufacturers, suppliers or installers of goods, materials or equipment to the *Contractor* in its performance of *WUC* are transferred in writing and delivered to the *Principal* within 14 days after the *date for practical completion*, except to the extent that these documents are required by the *Superintendent* to be provided as a condition of *practical completion*.

28.4 Technical specifications

The *Contractor* must ensure that all technical specifications, instruction manuals and other operational literature provided by manufacturers, suppliers or installers to the *Contractor* with any goods, material or equipment are delivered to the *Principal* within 14 days after the *date for practical completion*, except to the extent that these documents are required by the *Superintendent* to be provided as a condition of *practical completion*.

28.5 Contractor's acknowledgement

The *Contractor* acknowledges that it will not enter into any contract for the supply of goods materials or equipment in performance of its work under the *Contract* which contain terms which seek to:

- a) reserve to the manufacturer or supplier title to such goods, materials or equipment until full payment or until all amounts owed by the *Contractor* to the manufacturer or supplier have been paid; or
- b) claim a general lien over goods, materials or equipment supplied.

Add the following subclause:

39.6 Additional obligations on the Contractor when the *Principal* takes over work

If the *Principal* takes work out of the hands of the *Contractor* under clause 39.4(a) or terminates the *Contract* under clause 39.4(b), the *Contractor* shall, in accordance with the directions of the *Superintendent*:

- a) assign or novate to the *Principal* or such other party designated by the *Principal* in writing those agreements made between the *Contractor* and any *selected subcontractor* or other subcontractors, consultants, suppliers or other third parties as are designated by the *Superintendent*;

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ATTACHMENT B (CONT)

PART B ANNEXURE TO AS4000

Annexure to the Australian Standard General Conditions of *Contract* AS 4000

- b) assign or novate to the *Principal* any other rights, titles and commitments relating to the work under the *Contract* which the *Contractor* has acquired in its dealings with third parties in connection with the *WUC*;
- c) immediately make available for collection or if required by the *Principal* deliver to the *site* or otherwise in accordance with the directions of the *Superintendent*, any plant or materials not incorporated into *the Works* regardless of whether they are located at or adjacent to or away from the *site*; and / or
- d) take any other action concerning the work taken out of the hands of the *Contractor* or the termination of the *Contract* (as the case may be) which the *Principal* may require.

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ATTACHMENT C
FORMAL INSTRUMENT OF AGREEMENT

AGREEMENT MADE this [insert date] day of [insert month] 20XX

BETWEEN ANGLICAN SCHOOLS CORPORATION (the *Principal*)
ABN 63 544 529 806

AND [INSERT NAME OF CONTRACTOR] (the *Contractor*)
[INSERT CONTRACTORS ABN]

AGREEMENT

1. In consideration of the payment by the *Principal* of the *Contract Sum* of
\$ [insert amount of contract sum in words] (excluding GST). (\$ [insert amount of contract sum in figures] excluding GST)
in accordance with the terms and conditions set out in the *Contract Documents*, the *Contractor* will carry out and complete the *Works* described in the *Contract Documents* in accordance with the terms, conditions and covenants set out therein.
2. The *Contract Sum* will not be adjusted for rise and fall.
3. The annexed documents marked 'A' to '[insert letter]' together comprise the agreement between the parties and if the *Contractor* or the *Principal* is two or more persons then they shall be bound jointly and severally.
4. This Agreement (including its schedules and annexures):
 - (a) constitutes the entire agreement between the parties as to its subject matter; and
 - (b) in relation to that subject matter, supersedes any prior understanding or agreement between the parties and any prior condition, warranty, indemnity or representation imposed, given or made by a party.

SIGNED by or on behalf of the *Principal* :

In the presence of:

.....
Signature of authorised signatory

.....
Signature of witness

.....
Name of authorised signatory

.....
Name of witness

.....
Position of authorised signatory

SIGNED by or on behalf of the *Contractor* :

In the presence of:

.....
Signature of authorised signatory

.....
Signature of witness

.....
Name of authorised signatory

.....
Name of witness

.....
Position of authorised signatory

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ATTACHMENT D

SCHEDULE OF DRAWINGS

The drawings listed below form part of this contract:-

Architectural

Structural + Civil

Electrical Services

Mechanical Services

Hydraulic Services

ATTACHMENT E

SCHEDULE OF SPECIFICATIONS

The specifications listed below form part of this contract:-

Architectural Specification Tender Issue dated XXX
prepared by XXX

Electrical Services Specification Construction Issue dated XXX
prepared by XXX

Mechanical Services Specification Construction Issue dated XXX
prepared by XXX

Hydraulic Services Specification Construction Issue C dated XXX
prepared by XXX

ATTACHMENT F
TENDER SCHEDULES

Refer "MA1111 Conditions of Tendering"

ATTACHMENT G

CONTRACT WORKS AND CONTRACTORS LIABILITY INSURANCES PROVIDED BY THE CONTRACTOR

1. INSURANCE OF THE WORKS

Alternative 1: Contractor to insure

Before commencing *WUC*, the *Contractor* shall insure all the things referred to in subclause 14.1 against loss or damage resulting from any cause until the *Contractor* ceases to be responsible for their care.

Without limiting the generality of the obligation to insure, such insurance shall cover the *Contractor's* liability under subclause 14.2 and things in storage off *site* and in transit to the *site* but may exclude:

- a) the cost of making good fair wear and tear or gradual deterioration, but shall not exclude the loss or damage resulting therefrom;
- b) the cost of making good faulty design, workmanship and materials, but shall not exclude the loss or damage resulting therefrom;
- c) consequential loss of any kind, but shall not exclude loss of or damage to the Works;
- d) damages for delay in completing or for the failure to complete the Works;
- e) loss or damage resulting from ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel resulting from any cause;
- f) loss or damage resulting from the excepted risks referred to in paragraphs (b) and (c) of subclause 14.3.

The insurance cover shall be for an amount not less than the aggregate of the:

- a) *contract sum*;
- b) provision in Item 20(b) to provide for costs of demolition and removal of debris;
- c) provision in Item 20(c) for consultants' fees;
- d) value in Item 20(d) of any materials or things to be supplied by the *Principal* for the purposes of *WUC*; and
- e) additional amount or percentage in Item 20(e) of the total of the items referred to in sub-paragraphs (a) to (d) of this paragraph.

Insurance shall be in the joint names of the parties, shall cover the parties and all subcontractors whenever engaged in *WUC* for their respective rights, interests and liabilities and, except where the *Contract* otherwise provides, shall be with an insurer and in terms both approved in writing by the *Principal* (which approvals shall not be unreasonably withheld).

The insurance shall be maintained until the *Contractor* ceases to be responsible under subclause 14.1 for the care of anything.

2. PUBLIC LIABILITY INSURANCE

Alternative 1: Contractor to insure

Before commencing *WUC*, the *Contractor* shall effect and maintain for the duration of the *Contract*, a public liability policy.

The policy shall:

- a) be in the joint names of the parties;
- b) cover the:
 - i. respective rights and interests; and
 - ii. liabilities to third parties, of the parties, the *Superintendent* and subcontractors from time to time, whenever engaged in *WUC*;
- c) cover the parties' respective liability to each other for loss or damage to property (other than property required to be insured by clause 16) and the death of or injury to any person (other than liability which the law requires to be covered under a workers compensation insurance policy);

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- d) be endorsed to cover the use of any construction plant not covered under a comprehensive or third party motor vehicle insurance policy;
- e) provide insurance cover for an amount in respect of any one occurrence of not less than the sum in Item 21(b); and
- f) be with an insurer and otherwise in terms both approved in writing by the *Principal* (which approvals shall not be unreasonably withheld).

3. INSURANCE OF EMPLOYEES

Before commencing *WUC*, the *Contractor* shall insure against statutory and common law liability for death of or injury to persons employed by the *Contractor*. The insurance cover shall be maintained until completion of all *WUC*.

Where permitted by law, the insurance policy or policies shall be extended to provide indemnity for the *Principal's* statutory liability to the *Contractor's* employees.

The *Contractor* shall ensure that all subcontractors have similarly insured their employees.

4. INSPECTION AND PROVISIONS OF INSURANCE POLICIES

4.1 Proof of insurance

Before the *Contractor* commences *WUC* and whenever requested in writing by the other party, a party liable to insure shall provide satisfactory evidence of such insurance effected and maintained.

Insurance shall not limit liabilities or obligations under other provisions of the *Contract*.

4.2 Failure to produce proof of insurance

If after being so requested, a party fails promptly to provide satisfactory evidence of compliance with clause 16, 17 or 18, then without prejudice to other rights or remedies, the other party may insure and the cost thereof shall be certified by the *Superintendent* as moneys due and payable from the party in default to the other party. Where the defaulting party is the *Contractor*, the *Principal* may refuse payment until such evidence is produced by the *Contractor*.

4.3 Notices from or to insurer

The party insuring under clause 16 or 17 shall ensure that each insurance policy contains provisions acceptable to the other party which:

- a) requires the insurer to inform both parties, whenever the insurer gives a party or a subcontractor a notice in connection with the policy;
- b) provides that a notice of claim given to the insurer by either party, the *Superintendent* or a subcontractor shall be accepted by the insurer as a notice of claim given by both parties, the *Superintendent* and the subcontractor; and
- c) requires the insurer, whenever the party fails to maintain the policy, promptly to give written notice thereof to both parties and prior to cancellation of the policy.

4.4 Notices of potential claims

A party shall, as soon as practicable, inform the other party in writing of any occurrence that may give rise to a claim under an insurance policy required by clause 16 or 17 and shall keep the other party informed of subsequent developments concerning the claim. The *Contractor* shall ensure that subcontractors in respect of their operations similarly inform the parties.

4.5 Settlement of claims

Upon settlement of a claim under the insurance required by clause 16:

- a) to the extent that reinstatement has been the subject of a payment or allowance by the *Principal* to the *Contractor*, if the *Contractor* has not completed such reinstatement, insurance moneys received shall, if requested by either party, be paid into an agreed bank account in the joint names of the parties. As the *Contractor* reinstates the loss or damage, the *Superintendent* shall certify against the joint account for the cost of reinstatement; and

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- b) to the extent that reinstatement has not been the subject of a payment or allowance by the *Principal* to the *Contractor*, the *Contractor* shall be entitled immediately to receive from insurance moneys received, the amount of such moneys so paid in relation to any loss suffered by the *Contractor*.

4.6 Cross liability

Any insurance required to be effected in joint names in accordance with the *Contract* shall include a cross liability clause in which the insurer agrees to waive all rights of subrogation or action against any of the persons constituting the insured and for the purpose of which the insurer accepts the term 'insured' as applying to each of the persons constituting the insured as if a separate policy of insurance had been issued to each of them (subject always to the overall sum insured not being increased thereby).

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ATTACHMENT H
CHILD PROTECTION (WORKING WITH CHILDREN) ACT 2012 (NSW) –
CONTRACTOR UNDERTAKING

ANGLICAN SCHOOLS CORPORATION

Contractor Personnel Undertaking 2016

The School, being an organisation that works with children and young people, is committed to ensuring and enhancing the safety and wellbeing of children.

As part of this commitment, the School requires that all contractor employees, agents or subcontractors engaged on *the Works* or part of *the Works*; sign this undertaking OR hold a Working with Children Check Clearance which confirms they are authorised to engage in child-related work (among other requirements), prior to commencing their services.

1. Undertaking

1.1 You undertake to the School that you either:

WWCC Number:

- (a) hold a verified Working with Children Check Clearance;

AND/OR declare that:

- (b) you are not a Disqualified Person;
- (c) none of the Assessment Requirement Triggers apply to you;
- (d) you have not had any previous employment or engagement terminated on the grounds that you engaged in any Reportable Conduct and/or sex offence or any misconduct that may involve Reportable Conduct and/or a sex offence;
- (e) you have not retired or resigned from any previous employment or engagement following allegations that you engaged in any Reportable Conduct and/or sex offence or any misconduct that may involve Reportable Conduct and/or a sex offence;
- (f) you have never been charged with engaging in any Reportable Conduct and/or sex offence;
- (g) you are not currently the subject of allegations that you engaged in Reportable Conduct and/or sex offence or any misconduct that may involve Reportable Conduct and/or a sex offence;
- (h) you have never been the subject of allegations of any Reportable Conduct and/or sex offence or any misconduct that may involve Reportable Conduct and/or a sex offence;
- (i) you will not engage in any Reportable Conduct and/or sex offence; and
- (j) you have not been the subject of proceedings commenced for any of the offences specified in Item 1(3) of Schedule 1 of the WWCC Act (whatever the outcome of those proceedings).¹

1.2 If you cannot give the undertaking set out above, you should not sign this Undertaking. You may, however, wish to speak with the Principal about the relevant occurrence.

2. Definitions

In this Undertaking:

- (a) **"WWC Act"** means the *Child Protection (Working with Children) Act 2012* (NSW).
- (b) **"Working with Children Check Clearance"** means a clearance from the Commission for Children and Young People in accordance with the WWC Act.

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- (c) **"Disqualified Person"** means a person disqualified under the WWC Act from holding a Working with Children Check Clearance, because the person has been convicted of, or against whom proceedings have been commenced for, a disqualifying offence. A list of disqualifying offences is at Item 1 of Schedule 2 of the WWC Act.²
- (d) **"Assessment Requirement Trigger"** means an offence or finding of misconduct involving children, as defined in Schedule 1 of the WWC Act.³
- (e) **"Reportable Conduct"** means:
- (i) any sexual offence, or sexual misconduct, committed against, with or in the presence of a child (including grooming of a child, child pornography offences or an offence involving child abuse material);
 - (ii) any assault, ill treatment or neglect of a child; or
 - (iii) any behaviour that causes psychological harm to a child, whether or not, in any case, with the consent of the child.

Reportable Conduct does not extend to:

- (iv) conduct that is reasonable for the purposes of the discipline, management or care of children, having regard to the age, maturity, health or other characteristics of the children and to any relevant codes of conduct or professional standards, or
- (v) the use of physical force that, in all the circumstances, is trivial or negligible, but only if the matter is to be investigated and the result of the investigation recorded under workplace employment procedures, or
- (vi) conduct of a class or kind exempted from being reportable conduct by the Ombudsman, except where there is an alleged pattern or repeated instances of such conduct.

Note: Examples of conduct that would not constitute "reportable conduct" include (without limitation), touching a child in order to attract a child's attention, to guide a child or to comfort a distressed child; a school teacher raising his or her voice in order to attract attention or to restore order in the classroom; and conduct that is established to be accidental.

Signed _____ Date _____

Print Name _____

¹ This may be found at: http://www.austlii.edu.au/au/legis/nsw/consol_act/cpwca2012388/sch1.html

² This may be found at: http://www.austlii.edu.au/au/legis/nsw/consol_act/cpwca2012388/sch2.html

³ This may be found at: http://www.austlii.edu.au/au/legis/nsw/consol_act/cpwca2012388/sch1.html

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ATTACHMENT I

SITE SAFETY SPECIFICATIONS

The following are the Anglican Schools Corporation General *Site Safety Specifications*. These form part of the contract and shall be incorporated in any subcontract. These requirements may be in addition to, but not in substitution for any other safety requirements of any legislation or condition of contract. Failure to observe any safety requirement will be a breach of contract.

1. Only competent and safety-minded employees are permitted on *site*.
2. **Site safety inductions** carried out by the main contractor, are mandatory for all employees prior to commencing work on *site*. Each employee must have completed an O. H. & S. Induction & Training for Construction training course.
3. **Safety helmets** shall be worn by all supervisors, employees and associated visitors in the building or construction work sites controlled by the Anglican Schools Corporation as the Constructor and as per the Statute Law reference for the works under a contracted Constructor.
4. **Overhead projection** shall be provided as is obviously necessary for the protection of other persons from falling of flying material or gear.
5. **Personal dress** should be appropriate for working safely and in particular suitable footwear must be worn - bare feet, thongs, flimsy, or damaged footwear is prohibited.
6. **Safety protective clothing & equipment** shall be provided and worn where necessary for reasons of safety and occupational health.
7. **Protective screens** to safeguard other persons in the hazard area of welding or grinding work must be provided.
8. **Fire prevention** must be employed by all persons. An appropriate fire extinguisher must be on hand for each welding set brought on *site*. No naked flame is allowed in the vicinity of any open or leaking containers or systems of inflammable liquids or gases. Quantities in excess of the immediate or daily requirements of inflammable liquids and industrial gases must be safely stowed away from work area. Oily rags and waste must be removed daily and/or placed in covered waste bins. Readily combustible materials must be safely stored and wastes promptly removed. Appropriate care is to be taken with oxidising compounds.
9. **Plant & gear** brought on *site* shall be adequate and to Workcover requirements. It shall be operated only by authorised persons. It shall be of sound material and kept to a serviceable condition. Unsafe equipment must be suitably identified and either made safe or removed off *site*.
10. **Keys** to all vehicular type plant, compressors and fixed cranes must be removed during non-working hours.
11. **Electrical leads** must be of sound insulation, correctly wired at terminals. They must not be over extended or overloaded. They must be raised to prevent interference to other persons' mobility, contamination by moisture or damage by any chemical, work process, material or waste. They must comply with Workcover regulations.
12. **Adequate Lighting** must be provided and must not produce unsafe glare. All luminaries must be appropriately shielded against breakage.
13. **Circuit fuses or breakers** shall not be caused to function above safety circuit limits and are to be secured, where necessary, against interference by unauthorised persons.
14. **Housekeeping** shall be of good order and removal of wastes, storage of new and re-useable materials must be made tidy on a progressive basis. Passageways, access paths, stairways and operator's areas around dangerous machines must be kept clear and unhindered.
15. **Dropping or throwing down** of materials or gear from a height is prohibited except where suitable means has been installed to catch, control and hold such items.
16. **Nails in timber** must be removed or driven fully into the timber at the time of stripping. This includes timber from packing cases, etc. Bending over of nails is not acceptable.
17. **Scaffolding, trestles and ladders** must comply with and be used in accordance with regulations laid down by the Workcover Authority. Unauthorised substitutes are prohibited.
18. **Hand rails on** scaffolding, open sides of work areas, formwork, floor openings, pits or excavations where persons can fall more than two metres shall have hand rails provided at a

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- height of one metre above the working platform or level. They shall comply to size and method of fixing as prescribed by regulation of Workcover.
19. **Toe boards** shall be provided to each lift of scaffold platform and be positioned under all hand rails and shall comply and be fixed to the Workcover regulations.
 20. **Safety belts or safety nets** are to be provided and used where no other form of prevention is available to guard against falls from heights.
 21. **Explosive powered tools** shall only be operated by Workcover certificate holders. All explosive charges must be kept in a locked metal box. Misfired charges are not to be discarded anywhere on *site* including wet concrete pours. Signs must be displayed and, where necessary, verbal warnings are also to be made.
 22. **Blasting explosives** are not permitted on *site* or to be used without express permission of the Anglican Schools Corporation Project Manager and safe procedures arranged. Only Workcover certificate holders will be permitted to prepare and use explosives.
 23. **Laser beams** may only be set up and used by operators who are in possession of proof of qualification and provision is made as necessary to protect persons from eye injury.
 24. **Trenches & excavations** shall be shored and/or strutted, battered or benched as required by Workcover regulations. The sides are not to be loaded and shall be kept clear of loose materials, etc. Stage access and egress shall be provided.
 25. **Blades, buckets, hook ends, etc** on dozers, front end loaders, back hoes, cranes and hoist must be lowered when not in use.
 26. **Engine exhaust gases & toxic fumes** are to be expelled from enclosed or other poorly ventilated working areas.
 27. **All working platforms**, suspended or other, shall conform to regulations and be provided with safe access.
 28. **Compressed air** is not permitted to be aimed toward any person in close vicinity.
 29. **Safe speeds** shall be observed by all drivers within *site* limits.
 30. **Damage & injury** to property and persons are to be reported as promptly as possible to Anglican Schools Corporation Project Manager and *Superintendent* as well as to other appropriate authorities as required by Statute Laws.
 31. **First aid facilities** as required by regulation must be provided.
 32. **Industrial gas cylinders** must be handled and made safe during both use and temporary storage to prevent control valves from being damaged or broken off. Oxygen and acetylene cylinders in use or being lifted should always be supported in cradles. Cylinder valves are to be shut down during periods of non-use and pressure bled from hoses.
 33. **Personnel access barrow ramps** and ladder access to walls and on scaffolds must be made secure and clear of all objects. All ladder accesses to be removed each day from *site* or to be chained to scaffold in horizontal.
 34. **Dust control measures** are required to be taken as prescribed by regulations for the health of persons employed and/or to prevent accidents caused by visibility being affected and/or as might also affect members of the general public.
 35. **Abrasive blasting & grinding work** must be done as to comply with the regulation.
 36. **Industrial noise levels** are required to be kept to an acceptable standard so as not to adversely affect members of the general public and other persons employed on *site*.
 37. **Protection of persons** shall be provided by the *Contractor* and Sub-Contractors, by provision and maintenance of fencing, guards, hoarding, bird wires, sheet-brattice, tarpaulins, warning notices, lighting and other things whatsoever which are required by law, or by the superintendent or are necessary or desirable for the safety and convenience of persons in the vicinity of *the Works* and shall remove same when no longer required.
 38. **Unsafe acts or conditions** are required to be acted upon without undue delay. Anglican Schools Corporation looks to all persons on *site* to join in mutual cooperation toward this end. Where interference occurs to the safety of *Contractor's* personnel by others, including the Anglican Schools Corporation staff, the matters should be reported as soon as possible to the *Superintendent* or Anglican Schools Corporation Project Manager.

Failure to comply with the above safety specifications and or any other requirements or safety statutes and subordinate legislation will attract appropriate action.

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ATTACHMENT J

NO SMOKING POLICY

A PREAMBLE

Cigarette smoking is a risk factor in heart disease, peripheral vascular disease, some cancers and respiratory diseases such as Emphysema and chronic bronchitis. It is not just mainstream smoke (smoke drained through a cigarette and taken in by the smoker) but sidestream smoke (which arises from smouldering tobacco and passes directly into the surrounding air) which is implicated in this public health issue. Non-smokers, who comprise over two-thirds of the adult population, may be harmed by second-hand tobacco smoke. The hazards range from immediate reactions, such as eye irritation, headaches and asthma exacerbations to long term serious effects. Non-smokers exposed may develop lung cancer and may lose lung capacity. Some employees already suffering from respiratory diseases or allergies may be at increased risk in a smoke-filled environment.

Apart from adverse health effects of smoking there are other costs. There is evidence that cleaning and maintenance costs are lower in smoke-free workplaces, and fire hazards are also reduced. Evidence points to higher sickness absence for people smoking more than 15 cigarettes per day. Hence a smoke-free workplace makes good financial sense.

Action of smoking should not be equated with action against smokers for whether people smoke or not is a personal matter but where they smoke is a public concern. The real issue is not 'freedom of choice' or even majority rule, but the health of those participating in the day-to-day activities of the institution.

Exposure to side-stream smoke is regarded as an occupational health and safety issue on which Anglican Schools Corporation is bound both legally and morally to make a policy decision. In view of this the Anglican Schools Corporation wishes to create a smoke-free working environment.

All workplaces within the Anglican Schools Corporation are non-smoking areas, including:

- All enclosed areas in general use by large numbers of people (lecture theatres, teaching spaces, tutorial rooms, meeting rooms, libraries, etc)
- All lobbies, foyers and corridors
- All offices, laboratories and workshops
- Common rooms, tearooms, staff rooms
- All Anglican Schools Corporation owned vehicles, boats, etc

In addition, smoking is banned near air intakes, external doors in regular use and windows regularly opened.

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ATTACHMENT K
WEATHER PROTECTION CHECKLIST

This checklist to be completed and signed off by the Site Foreman or other designated responsible person at the conclusion of each working day. Make additional copies of this sheet as may be required.

In checking the adequacy of protection measures the person signing off on this checklist is to assume that bad weather, including heavy rain, high winds and/or hail, could occur at any time.

ACTION	Date	Date	Date	Date	Date	Date	Date	Date
All gutters, sumps, downpipes & overflows cleared of rubbish or any item capable of blocking outlets.								
All tarpaulins properly secured.								
All tarpaulins of good quality and free of tears and other defects.								
All temporary covers set to drain to proper collection points or to drain clear of building.								
No loose or unfixed materials, tools or equipment left on roofs or scaffolding.								
All windows, skylights, access hatches, etc. shut, covered or sealed.								
All vents, ducts, pipes, conduits and other services penetrations covered or sealed.								

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ATTACHMENT L
BONDED ASBESTOS MATERIALS REMOVAL

- A. For bonded asbestos materials with surface areas greater than 200 square metres, a WorkCover Authority (WCA) Work *Site* Permit must be obtained 7 days in advance by the contractor, who must hold a current WCA bonded asbestos removal licence.
- B. For bonded asbestos products with surface areas less than 200 square metres, no Work *Site* Permit, and no bonded licensed contractor is required.
- C. No matter what area of bonded asbestos product is to be removed, use disposable overalls and WCA approved respiratory protection with a minimum of a disposable respirator, or a half-face (Class P1) respirator whilst handling encapsulated asbestos-containing products. Suitable disposable respirators include #M Brand, Model 8710 and 9900 series.
- D. All bonded asbestos material removal areas must be cordoned off, together with warning signs. For the removal of asbestos-cement roofing, ensure that the area below and adjacent to the roof is roped off so as to keep people away. If the roof is in a sensitive area, it may be necessary to seal the upper weathered surface of the roof with PVA adhesive prior to its removal. Ensure that the adhesive is dry before allowing workers on the roof because it is slippery and dangerous when wet with undried adhesive or with water. Do not use high pressure water on the roof. In general, the WCA requires workers to wear harnesses when working on roofs - a convenient method is to use recoil activated cable systems. Remove roof screws and bolts by unscrewing by hand, if possible. Otherwise, a method such as oxy-acetylene cutting, that disturbs the sheeting the least can be used. No percussion or high speed grinding implements are to be used.
- E. Remove all bonded asbestos materials with minimal breakage. In the case of asbestos-cement roof sheets, do not slide one sheet on top of another. Lower gently to the ground - do not drop. Take care when depositing in waste bins to avoid breakage. Removed asbestos-cement sheets must not be reused.
- F. Unless proven otherwise by a test conducted by a NATA registered laboratory, treat all floor tiles, plastic floor coverings and roofing felts as containing asbestos. Because the asbestos is "locked" into the matrix of these materials, it will not liberate measurable airborne asbestos fibres if removed by methods that do not employ high speed machining or grinding operations. It may be necessary to initially remove carpets that cover floor tiles and plastic floor coverings.
- G. Stack the removed materials on a 200 micrometre thick plastic sheet or in 200 micrometre thick plastic bags, and spray materials with water or PVA before sealing material with plastic. Load into a waste bin, and then wrap in a further layer of 200 micrometre thick plastic.
- H. In the case of asbestos-cement roofing and wall cladding, remove all dust and roofing residues from purlins, safety mesh, surfaces and/or other structural members by means of a WorkCover Authority approved vacuum cleaner or by wet wiping with disposable rags. In the case of vinyl tiles, it is sufficient to ensure that all fragments of floor tiles are removed, and it is not necessary to clean any remaining dust from the floor if this is the sole result of floor tile removal or of general dust collected through the years.

Collect and dispose of as asbestos waste all visible asbestos-cement debris fallen onto the floor, sub-floor or ground.

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ATTACHMENT M
ADDENDA

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ATTACHMENT N
MINUTES OF POST TENDER MEETING/S

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