



Government of **Western Australia**  
Department of **Communities**  
**Housing**

# Request Conditions and Specification Preliminaries

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## AMENDMENTS LOG

This log is for information only and does not form part of the Request Conditions and Specification Preliminaries

<b>DATE</b>	<b>Amendment</b>	<b>Section</b>	<b>Clause</b>
27.05.21	Replaced Buy Local Policy 2020 version policy requirements with the 2002 version policy requirements.	2	2..2
27.05.21	Removed Housing Procurement Principles	2	Previously 1.1
27.05.21	Added WA Procurement Rules	2	2.1

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## SECTION 1 – REQUEST CONDITIONS

### 1. DEFINITIONS AND INTERPRETATION

#### 1.1 DEFINITIONS GENERALLY

In the Request and these Request Conditions (unless the context indicates otherwise):

**Closing time** means the time and date specified on the front of the request as the closing time for the submission of Offers.

**Conditions** means this document including the Request Conditions, Policies Specification Preliminaries and General Conditions.

**Contract** means Formal Instrument of Agreement and all documents listed in the Formal Instrument of Agreement as forming the Contract. **Full, Fair and Reasonable opportunity** means respectively:

- a. **Full:** Australian and New Zealand industry is afforded the same opportunity as other global supply chain partners to participate in all aspects of a project (e.g. Design, engineering, project management, professional services, Information Technology architecture).
- b. **Fair:** Australian and New Zealand industry is provided the same opportunity as global suppliers to compete on projects on an equal and transparent basis, including being given reasonable time to submit an offer.
- c. **Reasonable:** requests are free from non-market burdens that might rule out Australian and New Zealand industry and are structured in such a way as to provide Australian and New Zealand industries the opportunity to participate in projects.

**General Conditions** mean the Minor Works General Conditions of Contract set out in Section 4 of this document.

**Housing or Housing Authority** means the Housing Authority a statutory body corporate constituted under the *Housing Act 1980* (WA), or any government agency acting for or on behalf of the Housing Authority.

**Local business** means a business that is located in Australia or New Zealand and manages the contract from the Australia or New Zealand office.

**Offer or Tender** means the offer submitted by the respondent in response to the Request.

**Offer Information** means all information, other than the respondent's offer, submitted by the respondent in response to, or in connection with, the Request.

**Offer Validity Period** means the period specified in the request.

**Offered Price** means the price, or the price determined by applying the formula or method, specified in the Offer.

**Policies** means the policies set out in Section 2 of this document.

**Products** means goods for the purposes of any State Supply Commission Policy.

**Request** means the request issued by Housing for the Works.

**Request Conditions** means the conditions set out in Section 1 of this document.

**Respondent** means any person who submits an offer.

**Section** means a section of the Request.

**Specification Preliminaries** means the specification preliminaries set out in Section 3 of this document.

**State Supply Commission** means the State Supply Commission established under the *State Supply Commission Act (WA) 1991*.

## 1.2 INTERPRETATION

In the Request and these Request Conditions:

- words defined in the General Conditions also apply to these Request Conditions;  
and

- unless the context otherwise requires:

- a. the singular includes the plural and vice versa;
- b. a reference to any thing is a reference to the whole or any part of it and a reference to a group of things or persons is a reference to any one or more of them;
- c. a reference to a gender includes other genders;
- d. a reference to a person includes a Public Authority, a public body, a company and an incorporated or unincorporated association or body of persons;
- e. a reference to a person includes a reference to the person's executors, administrators, successors, substitutes (including, but not limited to, a person taking by novation) and permitted assigns;
- f. a reference to a person includes a reference to the person's executors, administrators, successors, substitutes (including, but not limited to, a person taking by novation) and permitted assigns; if the Respondent consists of a partnership or joint venture, then:
  - i. an obligation imposed on the Respondent under the Request binds each person who comprises the Respondent jointly and severally;
  - ii. each person who comprises the Respondent agrees to do all things necessary to enable the obligations imposed on the Respondent under the Request to be undertaken; and
  - iii. the act of one person who comprises the Respondent binds the other persons who comprise the Respondent;
- g. an agreement, representation or warranty on the part of or in favour of two (2) or more persons binds, or is for the benefit of, them jointly and severally;
- h. a reference to the Request or another instrument includes all variations and replacements of either of them despite any change of, or any change in the identity of Housing or the Respondent;
- i. a reference to a clause, schedule, attachment or appendix is a reference to a clause, schedule, attachment or appendix to the Request;
- j. all the provisions in any schedule, attachment or appendix to the Request are incorporated in, and form part of, the Request and bind Housing and the Respondent;
- k. headings are included for convenience and do not affect the interpretation of the Request;
- l. a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, reenactments or replacements of it;
- m. no rule of interpretation is to be applied to disadvantage Housing or the Respondent on the basis that it was responsible for preparing the Request;
- n. if a word or phrase is defined, other grammatical forms of that word or phrase have a corresponding meaning;

- o. if the word “including” or “includes” is used, the words “without limitation” are taken to immediately follow;
- p. a reference to writing includes any means of representing or reproducing words in visible form including by electronic means such as facsimile transmission;
- q. a reference to a liability includes all obligations to pay money and all other losses, costs and expenses of any kind;
- r. a reference to a day is to a calendar day, a month is to a calendar month and a year is to a calendar year;
- s. if a period of time is specified and dates from a given day or the day of an act or event, it is to be calculated inclusive of that day;
- t. if a date stipulated for payment or for doing an act is not a Business Day, the payment must be made, or the act must be done, on the next Business Day;
- u. a reference to a monetary amount means that amount in Australian currency, and
- v. a reference to time means the time observed by the general community from time to time in Western Australia.

## **2. CONDITIONS**

### **2.1 SUBMISSION OF OFFER**

Any Offer which:

- a. is not submitted before the Closing Time;
- b. is incomplete at the Closing Time; or
- c. is not submitted in accordance with the provisions of clause 6 of the Request, will be excluded from consideration, unless the Respondent can provide conclusive evidence of mishandling of the Offer.

If the Respondent submits the Offer electronically, then the Offer must be received in full by Housing prior to the Closing Time. If the Respondent submits the Offer electronically, the Respondent agrees that:

- a. receipt of the Offer will be determined by the date and time shown on the electronic tender lodgement service receipt issued or, if no receipt is issued, the date and time which Housing’s computer records that the Offer was received;
- b. if any files uploaded as part of the Offer contains a virus then, notwithstanding any disclaimer made by the Respondent in respect of viruses, the Respondent must pay Housing all costs incurred by Housing arising from, or in connection with, the virus;
- c. electronic lodgement of the Offer may take time and the Respondent must make its own assessment of the time required for full transmission of its Offer; d. Housing will be responsible in any way for any loss, damage or corruption of the electronic copy of the Offer;
- e. if the Offer becomes corrupted, illegible or incomplete as a result of transmission, storage, encryption or decryption, then Housing may request the Respondent to provide another copy of the Offer either electronically or in hard copy or both;
- f. if Housing requests the provision of another copy of the Offer, then the Respondent must;
  - i. provide the copy in the form or forms requested within the period specified by Housing;

- ii. provide a statutory declaration that the copy is a true copy of the Offer which was electronically submitted by the Respondent and that no changes to the Offer have been made after the initial attempted electronic submission; and
- iii. provide a copy of the electronic tender lodgement service receipt for the initial attempted electronic submission.

An Offer is not assignable by the Respondent without the prior written consent of Housing.

If an Offer is submitted by a consortium of two (2) or more persons either by way of joint venture, partnership or otherwise, the Offer is binding on those persons jointly and severally.

An Offer is, upon submission, the absolute property of Housing and will not be returned to the Respondent. Nothing in this provision affects the intellectual property rights of the Respondent in the Offer, except that Housing may make such copies of the Offer as Housing requires for the proper evaluation of the Offer.

If required, the Department of Communities- Housing's (Housing) response to the query will be published on Tenders WA as an Addendum.

## **2.2 VISITING THE SITE**

Should Respondents choose to visit the site and familiarise themselves with the site upon which the work is to be constructed then they shall comply with Housing's site access requirements.

## **2.3 CANCELLATION AND VARIATION**

Housing reserves the right, at any time and from time to time, to cancel, vary, supplement, supersede or replace the Request or any part of the Request.

If Housing cancels, varies, supplements, supersedes or replaces the Request, then;

- a. Housing will advise each Respondent that the Request has been cancelled, varied, supplemented, superseded or replaced; and
- b. the Respondent shall not have any recourse against Housing whatsoever including for claims for any costs or expenses incurred up to and including the date that the Request or any part of the Request is cancelled, varied, supplemented, superseded or replaced.

## **2.4 HOUSING'S RIGHTS**

Housing is not obliged to accept the Offer containing the lowest Offered Price.

If the Respondent's Offer makes reference to information on its website, or on any other website, Housing will not take into account that information when evaluating an Offer.

Housing is under no obligation to accept any Offer and may reject any Offer or all Offers, at Housing's discretion, including:

- a. **(failure to comply with this Request)** if an Offer fails to comply with this Request;
- b. **(failure to comply with requirements)** if an Offer fails to comply with any of the requirements set out in the Minor Works Conditions;
- c. **(false or misleading)** if an Offer contains information or representations that are false or misleading;
- d. **(change of control)** if anything occurs, the effect of which is to transfer, directly or indirectly, the management or control of the Respondent to another person,



including in respect of a Respondent which is a body corporate, if there is a change in control of the Respondent within the meaning of the *Corporations Act 2001* (Cth);

- e. **(change of consortium membership)** in respect of a Respondent which consists of a consortium, if there is a change of membership of the consortium members; or
- f. **(change of policy or commercial reasons)** if Housing decides to cancel the Request due to changes of policy or for commercial reasons.

After the Closing Time, Housing may:

- a. request additional information from the Respondent in relation to the content of the Offer for the sole purpose of clarifying the Offer; and
- b. request information from the Respondent regarding the financial capacity of the Respondent, and if so requested, the Respondent must promptly provide such information to Housing.

In evaluating an Offer, Housing may take into account any information regarding the Respondent that Housing has in its possession or receives from any source, including information about the past or current performance of the Respondent under any other contract, arrangement or dealing between the Respondent and a Public Authority.

Housing reserves the right to conduct site visits as it deems appropriate.

## **2.5 SELECTION OF PREFERRED RESPONDENT**

Housing may select, but is not obliged to select, one or more Respondents as a preferred Respondent.

Selection as a preferred Respondent does not confer any rights on a preferred Respondent and the Request Conditions, including clause 8, continue to apply until such time as a Contract is awarded or the Request is terminated.

The Respondent agrees that, if it is selected as a preferred Respondent, then:

- a. its Offer will remain open for acceptance by Housing at any time prior to the expiry of the Offer Validity Period; or until such time as the Respondent communicates to Housing that it withdraws its Offer under Section 1 - Clause 20 or Housing communicates to the Respondent that a contract has been awarded or that the Offer is rejected;
- b. Housing may choose to negotiate any aspect of the Offer; and
- c. Housing may request the Respondent to provide a performance guarantee, a bank guarantee or some other form of security on terms and conditions acceptable to the Housing.

At any time during the negotiations either Housing or a preferred Respondent may terminate the negotiations for any reason.

If Housing does terminate negotiations, Housing may:

- a. accept the Respondent's original Offer; or
- b. select and then negotiate with any other Respondent as a preferred Respondent in accordance with this Section 1 - clause 16; or
- c. terminate the Request.

## 2.6 DISCRETION

Whenever the consent of Housing is required under the terms of this Request, that consent may be given or withheld by Housing in its absolute discretion and may be given subject to such conditions as Housing may determine.

## 2.7 GENERAL CONDITIONS OF CONTRACT

The General Conditions of Contract referred to in this Request are the Minor Works General Conditions of Contract in Section 4 of this document.

The successful respondent must perform the Works in accordance with the terms of the Contract.

A Formal Instrument of Agreement will be entered into by the Housing Authority and the successful respondent. A sample Formal Instrument of Agreement is also included in Section 4 of this document.

## 2.8 AGREEMENT WITH THESE REQUEST CONDITIONS

In submitting an Offer, the Respondent is deemed to have read and agreed to these Request Conditions.

## 2.9 AGREEMENT BY RESPONDENT

In submitting an Offer, the Respondent agrees that:

**(information true and correct)** all information in its Offer and all Offer Information is true and correct at the time of its submission;

**(relies on own enquiries)** other than in respect of information provided by Housing to the Respondent in writing, it relies entirely on its own enquiries in relation to all matters in respect of the Request and the General Conditions;

**(understood Request)** it has examined and understood the Request, the terms of the Request, the General Conditions and any other information available to the Respondent in respect of the Request;

**(understood Addenda)** prior to the Closing Time the Respondent must log on to Tenders WA [[www.tenders.wa.gov.au](http://www.tenders.wa.gov.au)] to ensure that prior to submitting its Offer it has examined and understood each Addendum in respect of the Request as by submitting its Offer it will be deemed to have examined and understood each Addendum;

**(made reasonable enquiries)** it has examined all information relevant to the risks, contingencies and other circumstances having an effect on its Offer which is obtainable by the making of reasonable enquiries, which enquiries the Respondent has made;

**(does not rely on warranties)** other than in respect of information provided by Housing to the Respondent in writing, it does not rely on any warranty or representation of Housing or any person actually or ostensibly acting on behalf of Housing;

**(no reference to information on websites)** it must not make reference to any information contained on the Respondent's website or on any other website. Any information on the Respondent's website or on any other website which the Respondent wishes Housing to rely on must be set out in full in the Respondent's Offer;

**(no secret commission)** it has not paid or received and will not pay or receive any secret commission in respect of the Request;

**(no collusion)** it has not colluded and will not collude with any other person in respect of the Request;

**(no inflation or deflation of Tendered Price)** its Tendered Price is not inflated or deflated to advantage another Respondent;

**(no unlawful arrangement)** it has not entered and will not enter into any unlawful arrangement with any other person in respect of the Request;

**(no improper influence)** it has not sought and will not seek to influence any decision in respect of the Request by improper means; and

**(own cost and expenses)** it will pay its own costs and expenses in connection with:

- a. the preparation and submission of its Offer; and
- b. any discussions, enquiries or negotiations with, or provision or consideration of further information to, Housing, whether before or after the submission of any Offer, irrespective of whether its Offer is accepted or not.

## **2.10 WITHDRAWAL OF OFFER**

The Respondent may withdraw its Offer at any time prior to acceptance of its Offer, by notifying Housing in writing.

## **2.11 OFFER VALIDITY PERIOD**

Following the expiry of the Offer Validity Period, the Offer remains valid and capable of being accepted until such time as the Respondent communicates to Housing that it withdraws its Offer in under clause 2.9 or Housing communicates to the Respondent that a contract has been awarded or that the Offer is rejected.

## **2.12 ALTERNATIVE PROPOSALS**

Where an alternative is offered, the Respondent shall include a fully detailed description and shall state clearly the manner in which it differs from that specified.

For an alternative proposal to be considered, it must be submitted on the Form of Offer, duly completed, signed, dated and marked "Alternative Proposal".

Any Respondent submitting alternatives shall also submit an Offer that complies with the Request Documents.

## **2.13 DISCLOSURE OF OFFER INFORMATION**

- a. The Respondent agrees and acknowledges that its Offer and its Offer Information are subject to the Freedom of Information Act 1992 (WA) and may also be disclosed by the Housing or the State under a court order or upon request by Parliament or any committee of Parliament or if otherwise required by law.
- b. By submitting a Offer, the Respondent releases Housing and the State from all liability whatsoever for any loss, injury, damage, liability, costs or expense resulting from the disclosure of its Offer and its Offer Information under this clause by Housing or the State.

- c. The Respondent agrees and acknowledges that the powers and responsibilities of the Auditor General for the State under the Financial Management Act 2006 and the Auditor General's Act 2006 are not affected in any way by the Request.
- d. Subject to this clause and to the provisions of the Financial Management Act 2006 and the Auditor General's Act 2006, Housing will not make public any part of the Offer or any Offer Information that the Respondent expressly and reasonably nominates in its Offer as confidential. However, Housing may require the Respondent to withdraw any claim to confidentiality in respect of any part of the Offer or any Offer Information as a condition of acceptance of the Offer.

#### **2.14 CONFLICT OF INTEREST**

The Respondent must, prior to any acceptance of its Offer by Housing, disclose to Housing any information that is or might be relevant to determining whether an actual, potential or perceived conflict of interest exists or might exist in relation to the Request or the performance of the Contract (if awarded) by the Respondent.

Housing may, in its discretion, accept or reject the Respondent's Offer if Housing considers that the Respondent has, or could reasonably be considered to have, an actual, potential or perceived conflict of interest in relation to the Request or the performance of the Contract (if awarded) by the Respondent.

#### **2.15 NO BRIBE, INDUCEMENT OR OFFER OF EMPLOYMENT**

The Respondent must not, without the prior written consent of Housing, directly or indirectly approach or communicate with any officer or employee of the Housing having any connection or involvement with the Request, with respect to:

- a. an offer of employment; or
- b. availability of employment, with the Respondent or any related entity.

The Respondent must not directly or indirectly offer a bribe, gift or inducement to any officer or employee of the Housing in connection with the Request.

#### **2.16 ABSENSE OF OBLIGATION**

No legal obligation of any kind will be owed to any Respondent as a result of the issue of this Request or the submission of any Offer.

Without limitation, no contract arises between the Principal and the Respondent as to the process contemplated by this document and this document does not constitute an offer to undertake the Development or otherwise.

If, notwithstanding this provision, a contract is held to have come into existence as a result of this Request, the Principal's liability in respect of that contract is limited to \$1.00.

## SECTION 2 – HOUSING AUTHORITY AND GOVERNMENT PROCUREMENT POLICIES

### 1. HOUSING AUTHORITY POLICIES

The following Housing Authority policies apply to this Request:

#### 1.1 ABORIGINAL ENTERPRISE AND EMPLOYMENT TENDERING PREFERENCE POLICY

##### 1.1.1 GENERAL

The Housing Authority's *Aboriginal Enterprise & Employment Preference Policy* (the AEEP) applies to this Request to the extent specified herein.

##### 1.1.2 DEFINITIONS

Any Respondent that is an *Aboriginal Enterprise*, or an *Aboriginal Employer*, or a *Joint Venture with Aboriginal Participation*, or an *Aboriginal Person*, may be eligible to receive the Aboriginal Enterprise and Employment Tendering Preference. Aboriginal businesses, including subcontractors and suppliers, must first be registered as an Aboriginal business at the time of submission at <http://www.abdwa.com.au> or similar in order to be eligible for the preference.

The term *Aboriginal Person* means a person who is of Indigenous or Torres Strait Islander descent who identifies as such and is accepted as such by the community in which he or she lives or has lived.

The term *Aboriginal Enterprise* refers to registered Aboriginal businesses listed at <http://www.abdwa.com.au> or similar and may be:

- a. A sole trader, where the person is an Aboriginal Person; or
- b. A partnership or firm, where not less than 50% of the partners are *Aboriginal Persons*; or
- c. A corporation that has its registered and head offices in Western Australia, where *Aboriginal Persons* own not less than 50% of the legal entity making the submission.

The term *Aboriginal Employer* means any legal entity that employs an *Aboriginal Person*, including an apprentice or a trainee.

The term *Joint Venture with Aboriginal Participation* means a joint venture between any *Aboriginal Enterprise* and non-Aboriginal enterprise where not less than 50% of the equity in the joint venture is owned by the *Aboriginal Enterprise*.

### **1.1.3 THE AVAILABLE PREFERENCE**

The Respondent's Quoted Price (GST inclusive) may be subject to a preference in favour of the Respondent, calculated at a rate of 10% of the *preference amount* up to a maximum of \$250,000.

The preference amount is:

- a. The whole Offer Price if the Respondent is an *Aboriginal Person*, an *Aboriginal Enterprise* or a *Joint Venture with Aboriginal Participation*; or
- b. That proportion of the Offer Price attributable to Aboriginal Persons or Aboriginal Enterprises that are subcontractors or suppliers engaged on the work under the contract; and/or
- c. That proportion of the Offer Price attributable to the direct employment costs of Aboriginal Persons engaged on the work under the contract, by either the Respondent or subcontractors or suppliers. It is not a requirement that Aboriginal Persons are employed at the close of the Offer or award of the contract.

NOTE: The preference amount could either be 10% of (a) or any combination of the 10% of (b) and (b) above, up to a maximum preference of \$250,000.

For an Aboriginal Enterprise & Employment Preference to be considered in the valuation of an Offer, the Respondent must claim the preference on the Form of Offer and on or before the close of this Request submit:

- a. A completed Claim for Aboriginal Persons or Enterprises Engaged as Suppliers or Subcontractors form; and, where appropriate
- b. A completed Claim for Direct Employment Costs of Aboriginal Persons form.

### **1.1.4 VERIFICATION OF PREFERENCE CLAIMS**

Housing reserves the right during the evaluation of the Offer to request from the Respondent evidence to the satisfaction of Housing to verify the validity of the Respondent's claim for any financial preference. When a Respondent is unable to provide evidence to the satisfaction of Housing that verifies the validity of the Respondent's claim for a preference then the Respondent's claim for that preference may be considered invalid and the preference may not be applied to the Offer

### **1.1.5 SANCTIONS**

Where a Respondent is awarded a contract on the basis of a price preference under the AEEP, the Respondent must provide Housing with evidence in the form of statutory declarations of having engaged and paid the Aboriginal subcontractors and workers as per the contractor's price preference claims.

Executed statutory declarations, in a form satisfactory to Housing, confirming the Aboriginal subcontractors and workers engaged for the payment period must be submitted with each payment claim. Housing reserves the right to request further evidence should the statutory declarations be unsatisfactory.

If, in carrying out the contract, the Respondent fails to deliver on any of the undertakings made in order to gain the price preference under the AEEP, Housing may, at its discretion:

- a. Recover from the Contractor as a debt immediately due and payable under the contract, the whole or any part of the difference between the Contractor's Offer and the amount of the next lowest conforming Offer;
- b. Direct the Contractor to use goods, materials or services that comply with the specific provisions of the AEEP or the contractor's undertakings in regard to the AEEP, and where directed by Housing, such additional costs incurred by the contractor shall be a cost borne by the contractor.

Where the contractor is directed to use goods, materials or services that comply with the provisions of the AEEP or the contractor's undertakings set out in the Offer, and fails to comply with that direction, the failure to comply will be considered to be a substantial breach for the purpose of the contract.

## **2. GOVERNMENT POLICIES**

### **2.1 WESTERN AUSTRALIAN PROCUREMENT RULES**

The Western Australian Procurement Rules (Rules) apply to this Request. The Rules can be viewed and downloaded at: <https://www.wa.gov.au/government/publications/western-australian-procurement-rules>.

### **2.2 BUY LOCAL POLICY**

Respondents are encouraged to obtain a copy of the Buy Local Policy from the State Supply Commission. The policy can also be downloaded from the Commission's website [www.ssc.wa.gov.au](http://www.ssc.wa.gov.au)

The Commission's contact details are:  
c/o Policy and Practice Improvement  
4th Floor, 16 Parkland Road OSBORNE PARK WA 6017  
Phone: (08) 6551 1500

Note that the Buy Local Policy is subject to the provisions of the Australia-New Zealand Government Procurement Agreement (ANGZPA), Australia-Chile Free Trade Agreement (ACI-FTA), the Australia-United States Free Trade Agreement (AUSTFA), the Korea-Australia Free Trade Agreement (KAFTA) the Japan-Australia Economic Partnership (JAEPA) and the Singapore-Australia Free Trade Agreement (SAFTA).

ANGZPA applies to all construction contracts whilst ACI-FTA, AUSTFA, KAFTA, JAEPA and SAFTA apply to construction contracts equal to or above \$AU 9,247,000 (total contract price including the value of any options and GST) (covered procurement).

As a result, when compliant offers are received from Respondents located:

and where these offers are being considered in the final analysis, regional business preference and the regional content preference cannot be applied.

In determining where an offer has been received from, Housing will, in the first instance, use the Respondent's Australian Company Number (ACN) registered address to determine if a bid is an ANZGPA tender. However, where a tender is received from a Respondent with an ACN registered address in another state or territory of Australia or New Zealand (ANZ),

but the tender is submitted from a permanent operational office within the prescribed distance in Western Australia, the tender is deemed to be a tender from a 'local business' and the regional price preferences can be applied.

Further information on the application of the Policy can be found within the Request for Quote document.



## **SECTION 3 – SPECIFICATION PRELIMINARIES**

### **1. HOUSING AUTHORITY - PERMIT AUTHORITY**

If a Building Permit is required for the Works, as a delegated State Permit Authority, the Housing Authority may issue the Building Permit. As part of the Building Permit approval process, the Application fee and Building Services Levy will be paid by the Housing Authority.

### **2. BUILDING CONSTRUCTION INDUSTRY TRAINING FUND (BCITF)**

For Work that is equal to or greater than \$20,000 in value, payment of the Building Construction Industry Training Fund (BCITF) Levy shall be paid by the Contractor directly to the Construction Training Fund. Payment of the BCITF Levy can be undertaken on the Construction Training Fund online payment system available on [www.bcitf.org/myaccount/login](http://www.bcitf.org/myaccount/login).

Please note the Housing Authority will require a copy of the receipt for the Building Permit.

### **3. SITE SIGNBOARD**

Within 14 days of commencing work on site, the Contractor must erect the site signboard on site in accordance with the requirements of the Building Services (Registration) Regulations 2011.

The Contractor is responsible for all costs associated with the construction, sign writing, delivery and erection, maintenance and removal of the site signboard and the costs will be deemed to be included in the Contract Sum.

As soon as practical after the Date of Practical Completion, the Contractor must remove from the Site the site signboard at the Contractor's own cost.

No other name board, sign or advertisements are permitted on the Site without the prior written approval of the Superintendent, unless authorised or required by law.

### **4. SELECTED SUBCONTRACT WORK**

#### **4.1. GENERAL**

The Contractor is responsible for administering, coordinating, supervising and generally attending upon the execution of work under the contract by each Selected Subcontractor.

The Contractor shall provide for each Selected Subcontractor all normal facilities for the proper performance of the Selected Subcontract Work under the contract including the following:

- access to the Site
- storage areas
- use of water (Selected Subcontractors shall provide their own hoses and fittings)
- use of electric light and power supply (Selected Subcontractors shall provide their own cables and portable lamps)
- use of scaffolding and hoisting facilities as provided for the Contractor's own use while in position and at reasonable times including operators, but not the labour for loading or unloading such hoisting facilities (Selected Subcontractors shall pay the Contractor for the use of such scaffold and hoisting facilities at rates agreed between them)
- sanitary conveniences
- statutory amenities for drinking water, messing and changing
- storage of tools

- first aid and safety measures
- rubbish removal from site

any additional facilities required and any cutting of holes, chases, making good or other builders work required in connection with the work of any Selected Subcontractors, shall be the responsibility of the Selected Subcontractor concerned, unless otherwise specified or shown on the drawings.

#### **4.2. SELECTED SUBCONTRACT DIRECTION**

Where in any Selected Subcontract document it is specified that any matter or thing is to be referred, submitted, supplied, handed over or notified by the Selected Subcontractors to the Superintendent, or application is to be made to the Superintendent, then the Selected Subcontractor shall as and when required initiate such action with the Contractor and thereafter the Contractor shall as soon as practicable take the matter or thing or application to the Superintendent together with any amendments pursuant to the subcontract as the Contractor may consider necessary.

Where in any Selected Subcontract document it is specified that any action or approval is required of the Superintendent or that any work of the Selected Subcontractor is to be done to the satisfaction of the Superintendent, then notification of such action, approval or work done to the satisfaction of the Superintendent or not approved or done as the case may be, shall be given by the Superintendent to the Contractor and thereafter the Contractor shall as soon as practicable give the notification to the Selected Subcontractor with such additional requirements, directions or instructions pursuant to the subcontract as the Contractor may consider necessary.

#### **5. SECURITY OF PAYMENT**

It is a fundamental term of this Contract that the Building Service Contractor comply with all payment obligations under agreements between the Building Service Contractor and its subcontractors and suppliers in respect of the carrying out of the work under this Contract.

Failure, without good cause, to so comply with any of such payment obligations will constitute a substantial breach of contract for the purposes of clause 44 of the Conditions of Contract notwithstanding the provisions of clause 43 of the Conditions of Contract.

#### **6. PAYMENT OF WORKERS AND SUBCONTRACTORS**

The Principal may require the Contractor to provide statutory declarations to confirm the payment of workers and contractors pursuant to the General Conditions. In order to better protect the rights and interests of workers and subcontractors, the Principal intends to conduct audits of the veracity those statutory declarations and may audit any statutory declaration in response to specific worker or subcontractor payment complaints. The Template Statutory Declaration the Contractor must use for this purpose can be downloaded from [www.housing.wa.gov.au](http://www.housing.wa.gov.au) under Procurement & Contracts/Security of Subcontractor Payments.

The outcome of these audits will be used by the Principal in consideration of future tendering and contracting opportunities with the Principal. Further, if there is reasonable evidence to indicate that the statutory declarations have been made fraudulently, the matter may be referred to the WA Police for investigation.

#### **7. PRIVACY OF SUBCONTRACT**

The Building Service Contractor shall inform all subcontractors that the contractual relationship between the Building Service Contractor and the Subcontractor does not

impose any express or implied legal obligation of any nature whatsoever in contract or by any other means on the part of the Principal to the Subcontractor.

## **8. SPECIAL AREA PROVISIONS**

The Contractor shall ensure that all the rules and regulations in force in the area in which the work under the contract is to be carried out are observed and that all notices and instructions, which may be issued by the Superintendent in relation to such rules and regulations, are obeyed.

## **9. WORKING HOURS**

As set out in the Request.

## **10. ENVIRONMENTAL PROTECTION**

### **10.1. NOISE CONTROL**

The Contractor must, at all times, take adequate measures to control noise on the site and comply with the requirements of the Environmental Protection (Noise) Regulations 1997 (WA) as amended insofar as they relate to construction work, and comply with any local government requirements relating to noise from construction sites.

The Contractor is required to meet all costs of complying with this section and must include these costs in their Offered price.

The Superintendent may, at any time, direct the Contractor to take reasonable steps to control noise including (but not limited to):

- a. The substitution of noisy equipment or processes with less noisy alternatives;
- b. The modification of equipment (where this is practical and can be done safely and following consultation with the manufacturer);
- c. Situating noisy equipment away from noise sensitive areas;
- d. Undertaking noisy work in areas or at times specified by the Superintendent;
- e. Installing screens to limit the impact of noise on noise-sensitive areas; and
- f. Any other measure the Superintendent considers reasonable.

Work outside of usual and approved hours is not permitted without the permission of the applicable Local Authority and the Superintendent.

The Contractor is to ensure that the following is adhered to with respect to the audible levels of noise occurring during the works:

- a. Construction work must be carried out in accordance with the control of noise practices as set out in Section 6 of AS 2436 "Guide to Noise and Vibration Control on Construction, Demolition and Maintenance Sites;
- b. All plant and equipment used on the construction site must be the quietest reasonably available and conform to the Environmental Protection (Noise) Regulations.

A local Authority may require the Contractor to submit a noise management plan and application fee. Where required and if applicable, the Contractor must submit the noise management plan to the local authority as well as any application fee due in relation to the noise management plan 7 calendar days prior to commencing the work. The cost of complying with any requirements of a Local Authority in connection with noise control shall be deemed to have been included by the Respondent in its Offered sum.

## **10.2. SITE CONTROL**

The Contractor shall at all times comply with the regulations and restrictions imposed by the Superintendent relating to the storage of materials, the routing of construction traffic, the interruption of existing services and facilities and any other regulations in force on the site.

The Contractor must comply with all statutes, regulations and by-laws relating to the protection of the environment.

The Contractor must obtain written approval from the Superintendent for the formation of any temporary roads, the erection of temporary structures or any site clearing not specifically documented.

The Contractor must not remove, damage or destroy, or cause to be removed, damaged or destroyed any trees or shrubs at the site without the written approval of the Superintendent. No fire shall be lit without the written approval of the Superintendent.

Flammable or explosive products shall be stored in accordance with the relevant statutes and to the approval of the Superintendent.

## **10.3. REFUSE DISPOSAL**

The Contractor shall ensure that green waste, earth, fill, brick, mortar, concrete, and metal are recycled either for use on-site or by delivery to a recycling facility. The Contractor shall provide the Superintendent with off-site disposal documentation detailing the recycling facility destinations that received the materials.

The Contractor shall handle and dispose of site refuse (including foodstuffs) in accordance with the requirements of the waste materials recycling provisions detailed in the Site Control clause, relevant statutes and to the approval of the Superintendent.

The Contractor shall handle, transport and dispose of Site refuse containing asbestos in accordance with the current Environmental Protection (Controlled Waste) Regulations.

## **10.4. SOIL EROSION**

The Contractor must take all proper precautions to prevent soil erosion from any land used or occupied by the Contractor in the execution of the work under the Contract and prevent the deposition of soil in watercourses. If in the opinion of the Superintendent the Contractor's operations cause erosion hazards, the Contractor shall undertake soil conservation measures as directed by the Superintendent.

It is the Contractor's responsibility to stabilize areas and divert water around the construction site. Any erosion caused during construction is totally the Contractor's responsibility and any repair, diversion or stabilization work required will be at the Contractor's expense and not claimable as a variation.

## **10.5. DUST, DIRT, WATER AND FUMES**

The Contractor must prevent any nuisance occurring through the discharge of dust dirt, water, fumes and the like on to persons or property.

## **10.6. VEHICLES**

All debris, spoil, rubbish or materials shall be suitably contained and covered in vehicles during transportation to or from the site to prevent spillage or contamination of adjoining and other areas or property.

The Contractor must maintain vehicles, wheels and tracks in a suitable clean condition to prevent transfer of mud onto adjacent streets or other areas.

## **10.7. SMOKING ON CONSTRUCTION SITES**

Smoking is prohibited on construction sites.

## **10.8. EXISTING SERVICES, FACILITIES AND STRUCTURES**

Any connection, disconnection or interference with existing services, facilities and structures shall be carried out under the supervision of the Superintendent to whom seven days prior written notice shall be given.

## **11. MATERIALS, LABOUR AND CONSTRUCTIONAL PLANT**

### **11.1. SALVAGED MATERIALS**

As set out in the Request.

### **11.2. TEMPORARY ELECTRIC LIGHT AND POWER SUPPLY**

The Contractor shall arrange, provide and maintain a temporary electric light and power supply with adequate outlets distributed about the Site for executing the work under the contract (both for construction and testing) and disconnect it and clear it away on Practical Completion of the Works.

The Contractor shall pay all costs and charges in connection therewith.

Where the mains supply of electricity is not available at the Site, the Contractor shall allow and arrange to provide a suitable alternative temporary electric light and power supply.

### **11.3. TEMPORARY WATER SUPPLY**

The Contractor shall arrange, provide and maintain a temporary water supply with adequate outlets distributed about the Site for executing the work under the contract and disconnect it and clear it away on Practical Completion of the Works. The Contractor shall pay all costs and charges in connection therewith.

Where the mains supply of water is not available the Site, the Contractor shall allow and arrange to provide a suitable alternative temporary water supply.

### **11.4. CONTRACTOR'S SITE ACCOMODATION**

The Contractor shall provide its own temporary site office accommodation, with proper facilities for site meetings, and the safe keeping and laying out of its copies of the Contract documents. The Contractor shall remove Site accommodation from the Site on Practical Completion of the Works.

The location of the office and storage sheds shall be as directed by the Superintendent.

The Contractor shall arrange to provide its own telephone and pay all costs and charges in connection therewith.

## **12. WORKER'S AMENITIES**

The Contractor shall provide all statutory and necessary amenities and sanitary facilities for workmen and other persons lawfully upon the Site and remove them on Practical Completion of the Works.

Occupation of any part of the Works and Site for the provision of workmen's amenities shall not be permitted without the prior written approval of the Superintendent.

### **13. PRINCIPAL IDENTIFIED HAZARDS**

### **14. HEALTH, SAFETY AND ENVIRONMENTAL CONTROLS**

As set out in the Request.

#### **14.1. WORKPLACE SAFETY AND HEALTH CONTROLS**

The Contractor shall comply with the Occupational Safety & Health Act 1984 (the Act), and the Occupational Safety & Health Regulations 1996 (the regulations) and with any amendments that may be made to the Act and regulations from time to time.

The Act, regulations, Codes of Practice and other safety information can be accessed from the WorkSafe WA website at [www.safetyline.wa.gov.au](http://www.safetyline.wa.gov.au).

The Contractor is deemed to have control of the Site for the purposes of executing the work under the contract. Accordingly, the Contractor is responsible for ensuring that, wherever practicable, its employees and all other persons entering and moving about the Site, for whatever purpose, are not exposed to hazards.

The Contractor is deemed to be in control of all matters related to the execution of the work under the contract and accordingly is responsible for all such matters under the Act and regulations.

The Contractor shall, wherever practicable, appoint a Safety and Health Representative or Representatives to perform the functions as defined under the Act.

#### **14.2. MATERIAL SAFETY DATA SHEETS**

The Contractor shall ensure that a copy of all manufacturer/supplier Material Safety Data Sheets are available on a register on Site for each hazardous substance used in connection with the work under the Contract. Housing's receipt of such document shall not be deemed to be acceptance or approval of such document by Housing and shall not relieve the Contractor of its obligations under the Contract.

#### **14.3. OCCUPATIONAL HEALTH AND SAFETY INFORMATION**

Prior to the commencement of work on Site, or at any other time the Superintendent directs, the Contractor shall consult with Housing and the Superintendent for the purposes of ensuring that, as far as practicable, the works can be carried out without risk to the health and safety of either those doing the work, or anyone else who may be at or near the construction Site.

The Contractor shall ensure that the following information is recorded, reviewed and updated regularly, and kept until the Works are completed:

- a. The identification of hazards to which a person at the Site is likely to be exposed;
- b. An assessment of the risk of injury or harm to a person resulting from those hazards; and
- c. The risk control measures through which the risk of injury or harm may be eliminated or otherwise controlled.

If the Contractor becomes aware that a change in the design of the Works could better eliminate or control a risk of injury or harm to those doing the construction work, or anyone else who may be at or near the Site, the Contractor shall ensure that this information is passed on to Housing and the Superintendent.

The Contractor shall ensure that any Occupational Safety and Health information it receives from Housing or the Superintendent is incorporated into its hazard identification, risk assessment and risk control measures.

#### **14.4. SAFETY MANAGEMENT PLAN**

Prior to the commencement of the work on Site, the Contractor shall prepare and implement a Safety Management Plan relevant to the works under the Contract. The Safety Management Plan shall be maintained, and where necessary updated, throughout the Contract.

Without limiting the generality of the foregoing, and without limiting the Contractor's obligations to comply with the Act and the regulations, the Safety Management Plan shall include detailed policies, procedures and regulations as outlined in AS 4801 and otherwise comply with AS4801.

The Safety Management Plan shall be provided to the Superintendent and any other applicable Authority for approval as required under this Contract or at law.

Prior to the commencement of the Works, the Contractor shall certify to the Superintendent that its Safety Management Plan:

- a. has been prepared;
- b. has been provided to each person doing construction work at the Site (where this is practical) or is otherwise available for inspection on the Site; and
- c. has been implemented on Site.

Without limiting or detracting from the Contractor's obligations to comply with applicable Legislative Requirements, the Contractor shall comply with the Safety Management Plan in carrying out its obligations under the Contract.

#### **14.5. OCCUPATIONAL HEALTH AND SAFETY INDUCTION TRAINING**

The Contractor shall not permit its employees, the employees of other parties or other persons to commence work on the Site until they have been inducted. Such induction shall include but not necessarily be limited to:

- a. familiarisation with the Safety Management Plan;
- d. reporting of accidents and incidents - which shall include the type of events to be reported, how an event is reported and to whom the event is reported;
- e. emergency procedures – which shall cover the procedure for a medical emergency and for evacuation of the Site in the event of a life-threatening situation arising;
- f. personal protective equipment (PPE) – the standard requirements for the Site;
- g. lifting and manual handling skills;
- h. sun protection;
- i. avoidance of noise induced hearing loss;
- j. location of and access to the First Aid on the Site;
- k. legislative framework – an employee's rights and responsibilities under the Act and Regulations;
- l. procedure for the resolution of safety issues at the workplace; and
- m. Site security.

The Contractor shall induct all parties working on the Site and shall prepare "Training Session Attendance" sheets signed by each attendee verifying that such induction has occurred.

Upon commencement of work on the Site, the Contractor shall further induct all parties working on the Site with regard to all significant hazards associated with their particular activity and area of employment on the Site and where relevant shall include the use of powered plant, tools and equipment.

#### **14.6. SITE AND PUBLIC SECURITY**

Notwithstanding the Contractor's obligations to site and public security as stated elsewhere in the contract, the Contractor shall monitor and control, wherever practicable, the access of all persons to the Site.

The Contractor shall ensure that no persons, unrelated to the contract, enter the Site without the express permission of the Contractor.

PPE standards shall apply at all times and a person shall only enter the Site after that person has received a safety briefing regarding hazards relevant to the Site.

#### **14.7. SAFE WORK METHOD STATEMENTS**

Where construction work on the Site is high risk construction work, the Contractor shall ensure that a person having day-to-day, on Site control of the high-risk work at the Site gives the Contractor a written Safe Work Method Statement before the high-risk construction work commences as required under the Occupational Safety and Health Regulations (WA) 1996. The Contractor shall ensure that the Safe Work Method Statement is kept up to date.

For the purposes of this section, high risk construction work includes, but is not limited to:

- a. construction work involving a risk of a person falling 2 metres or more; or
- b. construction work on telecommunications towers; or
- c. construction work involving the demolition of any existing structure; or
- d. construction work involving disturbing or removing asbestos; or
- e. construction work involving the alteration to a structure that requires the structure to be temporarily supported to prevent its collapse; or
- f. construction work within a confined space;
- g. construction work involving the excavation to a depth of more than 1.5 metres; or
- h. the construction of tunnels; or
- i. construction work involving the use of explosives; or
- j. construction work on or near pressurised gas pipes (including distribution mains); or
- k. construction work on or near chemical, fuel or refrigerant lines; or
- l. construction work on or near energised electrical installations and lines (whether overhead or underground); or
- m. construction work in an area that may have a contaminated or flammable atmosphere; or
- n. construction work involving tilt-up or precast concrete; or
- o. construction work on or adjacent to roads or railways that are in use; or
- p. construction work on a construction site where there is movement of powered mobile plant; or
- q. construction work in an area where there are artificial extremes of temperature; or
- r. construction work in, over or adjacent to water or other liquids if there is a risk of drowning; or
- s. construction work involving diving.

The Contractor shall ensure that a Safe Work Method Statement will cover all high-risk construction work done at the Site, and that the high-risk construction work is carried out in accordance with the statement. Where work is carried out other than in accordance with the Safe Work Method Statement, the Contractor shall ensure that the work ceases (when it is safe to do so) and does not resume until the statement is complied with.

The Contractor shall ensure that the safe work method statement describes:

- a. each high-risk construction work activity that is or includes a hazard to which a person at the construction Site is likely to be exposed;



- b. the risk of injury or harm to a person resulting from any such hazards;
- c. the safety measures to be implemented to reduce the risk, including the control measures to be applied to the activity or hazards; and
- d. a description of the equipment used in the work activity; and
- e. the qualifications and training (if any) required for persons doing the work to do it safely.

Housing's receipt of information and/or documents from the Contractor under this section shall not be deemed to be acceptance or approval of such documents and/or information and shall not relieve the Contractor of its obligations under the Contract.

#### **15. TRADE NAMES**

Where a trade name, brand or catalogue number is referred to in the contract documents, the Contractor may substitute similar material or equipment provided that in the opinion of the Superintendent the characteristics of type, quality, finish, appearance, method of construction and performance are not less than that specified, and are approved by the Superintendent.

Such approval shall not be anticipated because of a similar approval having been given in a previous contract.

#### **16. BRANDS OF MATERIAL SCHEDULE**

The Contractor shall, within fourteen days from the contract date notify the Superintendent of the brand or make of materials they intend to use for which the Contractor has a choice of brand or make and which can affect the colour selections such as paints, fabrics, vinyl sheet and tiles, ceramic tiles, laminated plastics and suchlike materials.

The Contractor shall not depart from the brands or makes nominated in its advice to the Superintendent unless they have been authorised by the Superintendent to do so.

If the Contractor fails to notify the Superintendent within the specified time of the brand or make of materials which they intend to use, the Superintendent may, in such cases, nominate the brand or make of materials to be used and the Contractor shall then use that brand or make nominated by the Superintendent and shall add no claim for any extra costs incurred.

#### **17. MATERIALS TO BE SUPPLIED BY THE PRINCIPAL**

Any materials to be supplied by the Principal will be supplied free of charge to the Contractor for use only in the execution of the work under the contract. The Contractor shall take delivery of the materials under the conditions set out in the contract.

#### **18. TEMPORARY STORAGE**

The Contractor shall make room, as and when directed by the Superintendent, available for the temporary storage of equipment, fittings and furniture required for the work under the contract. Room directed to be used for temporary storage purposes shall be completed up to the stage of painting and made secure to the approval of the Superintendent.

#### **19. SERVICES INSTALLATION**

The Contractor shall ensure mechanical, electrical, plumbing, and similar service installations, equipment and their associated services are installed in such order that will ensure that all essential components and parts are accessible for the purposes of maintenance and replacement.

## **20. JOINING UP**

In addition to any particular items of work specified, the Contractor shall ensure that the joining of all existing and new work and the cutting away in connection therewith shall be carried out in a manner approved by the Superintendent and made good in all trades to match existing adjacent work.

## **21. SITE MEETINGS**

The Contractor shall throughout the duration of the Contract arrange for and attend at site meetings (as required by the Superintendent) between itself, appropriate subcontractors and the Superintendent and consultants. The Superintendent shall chair the meetings, keep minutes of such meetings and have two copies thereof forwarded to the Contractor within two days of each meeting, who upon receipt will read, note any amendments and return to the Superintendent with comments if applicable as evidence of concurrence. The purpose of these Site meetings is to assist in attaining full co-operation between all concerned on the project as well as checking progress of the work under the Contract and providing the opportunity for general discussion of the work under the Contract.

At the first Site meeting the Contractor shall submit to the Superintendent the names and telephone numbers of all responsible persons who may be contacted after working hours during the course of the Contract.

The site meetings shall be not less than fortnightly for the duration of the Works or such other frequency as agreed by the parties.

## **22. REPORTING AND RECORDS**

### **22.1. CONTRACTOR PERFORMANCE REPORT**

The Superintendent's Representative will, at various stages during this Contract, prepare a report for the sole use of Housing in respect to aspects of the Contractor's performance. The frequency of the reports will be agreed with the Contractor but will not be less than occasions during the period of the Contract and at Practical Completion. The Contractor is to be aware that the outcome of these performance reports will be used by Housing in consideration of future Tendering and contracting opportunities with the Principal.

### **22.2. CONTRACTORS REPORTS**

As set out in the Request.

### **22.3. SITE RECORDS**

The Contractor shall collect and maintain, on a daily basis, information on: a.

work done on all activities,

- b. site attendance of all staff and work operatives, and;
- c. presence and use of all constructional plant.

The Contractor shall allow access to the records and assist in providing accurate information to enable the Superintendent to make independent assessment of contract progress and program.

## **23. FINAL CLEANING UP**

On Practical Completion of the Works, the Contractor shall leave the works fit for immediate occupation or use and cleaned and disinfected to prevent the spread of Covid 19. Specific information on cleaning and disinfecting to prevent the spread of Covid 19 can be found at [Safe](#)

#### **24. CONDITIONS OF EMPLOYMENT**

Any person or employer who for the purpose of its trade or business employs a person or employee upon or in connection with any part of the work under the Contract, shall be required to observe all the conditions of the relevant award applicable to that trade or business, or the provisions of a registered Enterprise or Workplace Agreement.

#### **25. DAY WORK**

Work shall not be carried out as day work without the prior written approval of the Superintendent.

When seeking approval to carry out works as day works the Contractor shall include in its request the proposed applicable rates, which rates will be based on day rates included in the Contract if applicable. The Superintendent's approval, if granted, shall include approval of the proposed applicable rates. The rates proposed by the Contractor shall cover the Contractor's cost and expenses applicable to day work including but not limited to costs and expenses on account of overheads, administrative costs, site supervision, establishment costs, attendance and profit.

Hire charges in respect of constructional plant shall not include hire charges for the following:

- a. Power driven equipment, whether motor or electric, up to 500-watt rating
- b. Non-specialised tools of trade relevant to a tradesman's occupation
- c. Small items of constructional plant such as:
- d. Trestles
- e. Scaffold planks
- f. Ladders (up to 10 metres extended length)
- g. Barrows
- h. Ropes
- i. Electrical leads - used in the work within 70 metres from the head Contractor's point of supply
- j. Any other similar small items or equipment

The Contractor shall allow for hire charges in respect of the above items shall be included in the proposed on site labour rates.

#### **26. SCHEDULE OF WARRANTIES**

The Contractor shall obtain and ensure that the Principal will have the benefit of all warranties specified in the contract.

#### **27. REINSTATEMENT WORKS AND SITE MANAGEMENT**

All reinstatement works are to be to the satisfaction of the Superintendent and Local Authority prior to the Contractor being issued a Practical Completion Certificate for the works. Such works include, but are not limited to, repair of reticulation damaged by the works, reinstatement of any crossovers, verges, footpaths, gardens, signage, roadworks, kerbing, and the like.

Items that are of particular importance are as follows:

- a. All reinstatement work of the road, footpath and verge shall comply with the IPWEA (WA) "Restoration and Reinstatement Specification for Local Governments in Western Australia".

- b. Construction equipment, materials, sand, road material or rubbish must not be stored or unloaded on the footpath or park reserves.
- c. Reinstatement on verges must be mowable with a normal lawnmower. They must be levelled evenly between the kerb and boundary, reticulation reinstated and all aggregate size debris removed from the surface. Grassed areas must be reinstated (where affected by the project) with matching grass turf when the original top soil and grass surface cannot be replaced.