



**Liverpool
Plains**
Shire Council

**Request for Quote (RFQ) Documents
For**

Contract name: Demolition – 7 Milner Parade Tennis Clubhouse

Contract No.: RFQ_077/2023

MAY 2023

LIVERPOOL PLAINS SHIRE COUNCIL

60 Station Street, Quirindi NSW 2343

General Conditions of Contract

1. Quote Summary

| | |
|--|--|
| Quote No.: | RFQ_077/2023 |
| Project Title: | Demolition 7 Milner Parade Tennis Clubhouse |
| Issue Date: | Wednesday 31 st May 2023 |
| Closing Date and Time: | Wednesday 28 th June 2023 |
| Pre-Quote Meeting/Site Inspection: | A Pre-Quote Site Inspection of the site will be held upon request made to the Liverpool Plains Shire Council nominated contact person. |
| Quote Lodgement: | <p>Tenders must be submitted by upload via the electronic Tender Box @ https://portal.tenderlink.com/lpsc/</p> <p>or</p> <p>Submitted via email to the Liverpool Plains Shire Council nominated contact at: Kathleen.mcgregal@liverpoolplains.nsw.gov.au as one document.</p> |
| Quote Certification and Requests for Information: | All enquiries relating to the proposed contract must be submitted in writing via email to the Council nominated contact person. |
| Nominated Contact Person: | <p>Name: Kathleen McGreal</p> <p>Mobile: 0408 929 447</p> <p>Kathleen.mcgregal@liverpoolplains.nsw.gov.au</p> <p>Liverpool Plains Shire Council, 60 Station Street, Quirindi. NSW 2343.</p> |

- T1. Proposed Contract means the agreement and any other terms and conditions contained in or referred to in this Request for Quote.
- T2. By submitting a response to this procurement process, the applicant acknowledges and agrees that it constitutes an offer by the applicant to Liverpool Plains Shire Council and/ or its authorised representative to provide the Works and/or Goods and/or Services required under, and otherwise to satisfy the requirements of the Scope of Works and/or Specification on the terms and conditions of the Proposed Contract.
- T3. Liverpool Plains Shire Council Code of Conduct, and Procurement Policy Framework apply to this Quote. By submitting a Quote, the applicant warrants it is not precluded from entering a contract and accepting the work under the contract (if successful) and agrees that it will be taken to have read and understood, and that it will comply with, the Liverpool Plains Shire Council Code and Guidelines.
- T4. These Conditions of Quoting do not form part of any contract awarded because of this Quote process.

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

General Conditions of Contract

- T5. Refer requests for information concerning this Request for Quotes to the Authorised Person nominated in the General Conditions of Contract - Contract Information.
- T6. Liverpool Plains Shire Council contracts only with recognised, acceptable legal entities and does not contract with firms under any form of external administration. Any Quote submitted by an unincorporated business such as a sole trader, trust, partnership, or business name must identify the legal entity that proposes to enter the Contract. Applicants must be registered for GST.
- T7. Complete and lodge, by the date, time and method stated in the Quote advertisement and/or invitation, the following documents and information:
- Quote Form
 - Schedule of Rates
 - Schedule of WHS and Environmental Management Information
- T8. Alternative Quotes will only be considered if submitted in conjunction with a Conforming Quote. An Alternative Quote must be clearly marked "Alternative Quote".
- T9. Quotes are to be submitted via email to the Liverpool Plains Shire Council nominated contact.
- T10. Liverpool Plains Shire Council may change the RFQ by issuing an Addendum in writing to all applicants. The Addendum becomes part of the RFQ documents. Addenda issued by the Liverpool Plains Shire Council are the only recognised explanations of, or amendments to, the RFQ documents.
- T11. NSW Government policies apply to the evaluation of Quotes, including late Quotes and negotiations with applicants. In evaluating Quotes, Liverpool Plains Shire Council may take into consideration factors including, but not limited to price; delivery time; quality offered; previous performance; experience; capability; safety performance; environmental performance; conformity; and the assessed value of qualifications and departures.
- T12. Submit additional information requested by Liverpool Plains Shire Council within the time stated in the request.
- T13. Liverpool Plains Shire Council may treat any detail required by the RFQ documents which is omitted, illegible or unintelligible as failing to fulfil the relevant requirements.
- T14. Liverpool Plains Shire Council is not bound to accept the lowest or any Quote. Quotes which do not comply with any requirement of the RFQ documents, or which contain conditions or qualifications, may be passed over. Liverpool Plains Shire Council may accept Quotes that do not conform strictly with all the requirements of the RFQ documents.
- T15. No Quote is accepted unless Liverpool Plains Shire Council gives an acceptance or formal agreement in writing.
- T16. Details of this Quote and the outcome of the Quote process will be disclosed in accordance with the *Government Information (Public Access) Act 2009* (NSW).

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

Date:
(Authorised Officer)

General Conditions of Contract

2. Scope

Your Company is invited to quote for the Demolition of the existing Quirindi Tennis Clubhouse, located at 7 Milner Parade.

The building was established in 1930 and has been a wonderful place for the community to gather and socialise. In late 2020 Liverpool Plains Shire Council purchased 7 Milner Parade from the Quirindi Tennis Club with the intention of returning the premises to its former glory. Funding through the Stronger Country Communities Fund was sought to modernise the building and conduct much needed repairs. In late 2022 in preparation for the works to commence asbestos removals commenced, it was during this process that it was identified that the building was in greater deterioration than first thought. Liverpool Plains Shire Council determined that Council needed to consider alternate solutions to providing the community with a modern facility.

The building does still contain some asbestos which will need to be removed and a clearance certificate presented before demolition commences. *Note – Asbestos / Hazardous material can be disposed of at the Quirindi Waste Disposal Tip with 24hr notice.*

The objective of this project is to demolish and remove the existing structures from the site in preparation for construction of a fit for purpose facility at 7 Milner Parade, ensuring the facility meets the community demands and expectations.

Liverpool Plains Shire Council are seeking a capable licenced contractor to demolish the aging facility, surrounding structures, and concrete paths. The successful contractor must be licenced to safely remove potential hazardous materials and carry out demolition works.

Demolition Scope of Works

Liverpool Plains Shire Council has a limited budget for this project, the contractor is to conduct a site inspection during planning phase and works, identify any concerns and problem solve with the Liverpool Plains Shire Council Project Manager to proactively manage risks.

- a) Site inspection completed.
- b) Insurances, licenses, relevant tickets / competencies, plant / equipment registers and SWMS provided to the client.
- c) Relevant permits / approvals obtained.
- d) Mobilise to site.
- e) Existing services identified and disconnected before works commence.
- f) Existing water mains, power and septic systems left functional and undamaged.
- g) Site Security - demarcation fencing, site access restrictions and signage displayed to communicate site requirements.
- h) Asbestos removal, and disposal, supply client with clearance certificate.
- i) Concrete paths removed and disposed of.
- j) Building Demolished and waste disposal.
- k) Site cleanup and level
- l) Provide all relevant paperwork and reports to the client
- m) Demobilise from site.

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

Date:.....
(Authorised Officer)

General Conditions of Contract

3. Milner Parade Clubhouse Project Delivery

The delivery of the project will be by a Mini Minor Works Contract. Demolition works to commence in late July 2023.

The opportunity to complete demolition works does not preclude your business from Tendering for the Construction of the New Premises Contract.

Demolition Deliverables

You are to provide the following documents:

- a) Hazardous Substances moved from site.
- b) Asbestos Clearance Certificate.
- c) Demolition and Waste removed from site.
- d) Site returned to a natural state upon completion.
- e) A brief demolition report outlining the completed works.

Form of Proposal

Further to the items identified in the scope of works, contractors are to submit a proposal addressing following points:

- a) Knowledge of Project requirements - Outline your understanding of the requirements of the project.
- b) Approach/Methodology - Outline how the objectives of the project will meet the required scope, including a description of tasks to be completed.
- c) Key Personnel, Roles, Experience - List personnel to be engaged on the project. Submit a one-page summary only of the experience and qualifications of each of the people to be engaged on the project.
- d) Previous Experience with this Type of Project - Detail previous experience with projects of this type.
- e) Insurance - Provide information of the amount of cover held for Workers' Compensation, Professional Indemnity and Public Liability Insurance. Provide evidence of currency of insurance.
- f) References - Give the name, address, telephone number and contact person of at least 2 (two) previous clients who can be contacted as referees for past performance on projects of a similar nature.
- g) Nominate the earliest possible commencement and the duration of time for completion.

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

Date:
(Authorised Officer)

General Conditions of Contract

Reference Documents

Below is a list of documents information has been collated from in determining the scope of works:

- a) Liverpool Plains Shire Council Code of Conduct, and Procurement Policy Framework.
- b) NSW Government Policies.
- c) NSW Regulations, NSW health guidelines, associated Building and Construction Standards and all other relevant standards and regulations.
- d) Attached Drawings.

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

Date:.....
(Authorised Officer)

General Conditions of Contract

4. Quote Form

Quote Closing Office

Name: Liverpool Plains Shire Council
Address: 60 Station Street
Quirindi NSW 2343

Applicants' Details

Name: _____
(in block letters)

ABN/ ACN _____

Address: _____

Telephone number: _____

E-mail address: _____

Hereby Quote(s) _____
to perform the
work for: _____

Quote Details

Contract Name: Demolition – 7 Milner Parade Tennis Clubhouse

Contract Number: RFQ_077/2023

In accordance with the following documents:

Applicants Offer

For the Contract Price, being the lump sum of:

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

At the (GST inclusive) rates and lump sums in the Schedule of Rates.

Signed for the Tenderer by:

Name (in block letters):

In the Office Bearer capacity of: _____

Date:.....

(Authorised Officer)

General Conditions of Contract

5. Schedule of Rates

| Item Number | Description | Quantity | Unit | Rate | Amount |
|-------------|---|----------|------|--------------|--------|
| 1 | All work and obligations under the Contract NOT INCLUDED ELSEWHERE in this Schedule. | | Item | Lump Sum | \$ |
| 2 | Relevant permits / approvals obtained. | | Item | Lump Sum | \$ |
| 3 | Mobilise to site. | | Item | Lump Sum | \$ |
| 4 | Existing services identified and disconnected before works commence. | | Item | Lump Sum | \$ |
| 5 | Site Security - demarcation fencing, site access restrictions and signage displayed to communicate site requirements. | | Item | Lump Sum | \$ |
| 6 | Asbestos removal, and disposal, supply client with clearance certificate. | | Item | Lump Sum | \$ |
| 7 | Concrete paths removed and disposed of. | | Item | Lump Sum | \$ |
| 8 | Building Demolished and waste disposal. | | Item | Lump Sum | \$ |
| 9 | Site cleanup and level | | Item | Lump Sum | \$ |
| 10 | Provide all relevant paperwork and reports to the client | | Item | Lump Sum | \$ |
| 11 | Demobilise from site. | | Item | Lump Sum | \$ |
| | | | | TOTAL | |

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

Date:
 (Authorised Officer)

General Conditions of Contract

6. Definitions

1. Definitions

Authorised Person

The person stated in the Contract Information, who is appointed by Liverpool Plains Shire Council to act with its full authority in all matters relating to the Contract.

Business Day

Any day other than a Saturday, Sunday, public holiday in NSW or 27, 28, 29, 30 or 31 December.

Completion

Completion is achieved when the Works is capable of use for the purposes required by the Contract, has passed all required tests and is free from any known Defects, and the Contractors have provided all the required documents and made good the Site and surroundings.

Contract

The agreement between the Parties for the performance of the Works as set out in the Contract Documents.

The following documents:

Contract Documents

- (a) The documents prepared by Liverpool Plains Shire Council for the Contract and provided to the Contractor.
- (b) The Quote submitted by the Contractor, as accepted by the Liverpool Plains Shire Council; and
- (c) Any amendments to the documents in (a) and (b) agreed to by the Parties or made under the Contract.

Contract Price

Where Liverpool Plains Shire Council accepted only a lump sum, the lump sum; or

Where Liverpool Plains Shire Council accepted rates, the sum of the products of the quantity and the relevant rate for each item in the Schedule of Rates, plus any lump sums in the Schedule of Rates, as adjusted in accordance with the Contract.

Defect

Any aspect of the Works that does not conform with the Contract.

Parties

Liverpool Plains Shire Council and the Contractor.

Post Completion Period

The period stated in the Contract Information.

Principal

The entity stated in the Contract Information.

Site

The lands and other places made available to the Contractors by Liverpool Plains Shire Council for the purposes of the Contract.

Variation

Any change to the character, form, quality, and extent of the Works instructed or accepted in writing by the Liverpool Plains Shire Council. A Variation shall not invalidate the Contract.

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

Date:
(Authorised Officer)

General Conditions of Contract

Works

The whole of the work and services to be carried out and materials to be provided by the Contractors under the Contract.

1. The Liverpool Plains Shire Council's Code of Conduct, the NSW Industrial Relations Guidelines: Building and Construction Procurement (NSW Guidelines) and the Liverpool Plains Shire Council Procurement Policy Framework apply to the Contract. By undertaking to perform the works, the Contractors warrants it is not precluded from entering the contract and accepting the work under the Contract and agrees that it will be taken to have read and understood, and that it will comply with, the NSW Code and NSW Guidelines.
2. The Contractors agrees to support skills development in the construction of the Works.
3. The Parties are to do all they reasonably can to co-operate in all matters relating to the Contract.

2. General

4. Unless otherwise instructed or agreed, the Contractors is to comply, within 3 Business Days, with any instruction given by Liverpool Plains Shire Council.
5. The Parties consent for notices and communications to be by electronic communication in accordance with the *Electronic Transactions Act 2000* (NSW).
6. The Contractors is to set reasonable standards of conduct and ensure they are met by persons engaged in carrying out the Works. Liverpool Plains Shire Council may instruct the Contractors to remove a person from the project for failing to meet reasonable standards of conduct.
7. The Parties may change the terms and conditions of this Contract by written agreement.

3 Site and Access

1. Within 5 Business Days after the date of award of contract, Liverpool Plains Shire Council is to give the Contractors access to Site to allow the Contractors to inspect the site but is not required to give the Contractors sole or uninterrupted possession of or access to the Site.

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

Date:.....
(Authorised Officer)

General Conditions of Contract

4. Care of People, Property, and the Environment

- .1 From the time access to any part of the Site is given to the Contractor until Completion, the Contractor is responsible for the care of, and is to make good at the Contractor's expense, any loss or damage which occurs to:
 - (a) The Works or the Site.
 - (b) Construction plant; or
 - (c) Things entrusted to the Contractor by Liverpool Plains Shire Council for the purpose of carrying out the Works.
- .2 In carrying out the Works, the Contractor is to minimise inconvenience to others.
- .3 The Contractor is liable for any loss or damage caused by the Contractor whilst making good Defects.
- .4 The Contractor indemnifies Liverpool Plains Shire Council against any:
 - (a) Legal liability for injury or death.
 - (b) Breach of intellectual property rights in relation to material provided by or for the Contractor; and
 - (c) Loss of, or damage to, property of Liverpool Plains Shire Council or others, or harm to the environment,Arising out of the carrying out of the Works.
- .5 If:
 - (a) Action is required to avoid injury, death, harm to the environment or loss of, or damage to, property, and the Contractor does not take the necessary action when Liverpool Plains Shire Council instructs it; or
 - (b) Urgent action is required,

Then Liverpool Plains Shire Council may take the action without relieving the Contractor of its obligations or liabilities and the cost of the action is payable by the Contractor to Liverpool Plains Shire Council.

5. Work Health & Safety Management

- .1 The Contractor is responsible for the work under the Contract at all times until Completion and is engaged as principal contractor for the work, in accordance with clause 293 of the WHS Regulation 2017 (NSW) and authorised to exercise such control of the workplace as is necessary to discharge the duties of principal contractor under that Regulation.
- .2 No later than 5 Business Days before starting work on the Site, the Contractor is to submit a Work Health and Safety (WHS) Management Plan for the Works that complies with the current NSW Government Work Health and Safety management guidelines (for Construction Procurement) 6th Edition.
- .3 The WHS Management Plan is to address all the relevant issues in the Contract Schedule – WHS Management Plan and Safe Work Method

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

General Conditions of Contract

Statements, together with any other risks and hazards, and is to be implemented on the Site.

- .4 Work is not to start without a complying WHS Management Plan.
- .5 All safety incidents, including near misses, and all visits by Safework NSW are to be reported immediately to the Authorised Person.

6. Long Service Levy

- 1. If the Contract Price is \$250,000 (incl. GST) or more (unless all the work under the Contract is routine maintenance, repairs, or demolition) then before starting work, the Contractor must pay to the Building and Construction Industry Long Service Corporation or the Corporation's agent the amount of the long service levy payable under the Building and Construction Industry Long Service Payments Act 1986. Documentary evidence of payment of the levy must be provided to Liverpool Plains Shire Council before starting work.

7. Environmental Management

- 1. No later than 3 Business Days before starting work on the Site, the Contractor is to submit an Environmental Management Plan for the Works that complies with the NSW Government Environmental management guidelines 4th Edition.
- 2. The Environmental Management Plan is to address all the relevant issues in the Contract Schedule – Environmental Management Plan, together with any other risks and hazards, and is to be implemented on the Site.
- 3. Work is not to start until a complying Environmental Management Plan has been submitted.
- 4. Submit a progress report and a summary report before Completion in accordance with tables 1 to 5 of the NSW EPA 'Construction and demolition waste' toolkit as referenced in the Contract Schedule - Environmental Management Plan.
- 5. All environmental incidents, including near misses, and visits by environmental regulators, are to be reported immediately to the Authorised Person.

8. Insurance

- .1 Before starting work in connection with the Contract, the Contractor is to hold or take out an insurance policy covering workers compensation and ensure every subcontractor holds equivalent insurance, where applicable. If the Contractor is a sole trader or classified as an 'exempt employer' and therefore cannot obtain workers compensation insurance, then the person(s) carrying out the work must have personal accident insurance.
- .2 If the Contract Information states that the Contractor is to arrange public liability insurance and insurance of the Works then, before starting work on the Site, the Contractor is to hold or take out policies of insurance covering the Contractor, Principal, and subcontractors as insured entities for:
 - (a) Public liability for an amount not less than \$10,000,000 for any single occurrence; and
 - (b) Loss of, or damage to, the Works, any temporary works and all materials, equipment, plant, and other things that are brought onto the Site by or on behalf of the Contractor or are entrusted to the Contractor by Liverpool Plains Shire Council. The amount insured for any single occurrence is to

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

General Conditions of Contract

be not less than the Contract Price at the date of award of Contract by Liverpool Plains Shire Council.

- .3 The policies required under clause 8.2 are to:
 - (a) Include cross liability and waiver of subrogation clauses under which the insurer, in respect of liability, agrees that the term 'insured' applies to each of the entities covered as if a separate insurance policy had been issued to each of them, and agrees to waive all rights of subrogation or action against any of the entities covered; and
 - (b) Be with insurers and in terms approved by Liverpool Plains Shire Council.
- .4 If the Contract Information states that Liverpool Plains Shire Council has arranged, or is to arrange, insurance of the Works and public liability, then a policy of insurance for the Works and public liability covering the Contractor, Principal and subcontractors will come into effect on award of contract. Liverpool Plains Shire Council is to pay the insurance premium.
- .5 For any insurance the Contractor is required to arrange under the Contract, the Contractor is to pay all premiums, maintain the policies until Completion of the Works, and provide evidence of currency of the policies to Liverpool Plains Shire Council before starting the relevant work.
- .6 The Contractor is responsible for making and managing any insurance claims and meeting the cost of all excesses and any deductibles, even if Liverpool Plains Shire Council arranged the insurance.
- .1 The Contractors is to use standards of workmanship and work methods which conform with the Contract, relevant Australian Standards, codes of practice and the lawful requirements of any authority.

9. Materials and Work

- .2 The Contractors is responsible for any design required to complete the Works.
- .3 The Contractors is to make good any Defect when it becomes apparent.
- .4 Liverpool Plains Shire Council may, in its absolute discretion, propose to accept the Works with any specified Defect not made good, on specified terms. If the Contractors does not accept the Liverpool Plains Shire Council terms within 5 Business Days, the Contractors is to make good the Defect.

10. Variations

1. The Contractor is not to change the Works without an instruction or written acceptance from Liverpool Plains Shire Council.
2. The Contractor may request a Variation where a site condition that could not reasonably have been expected or an unexpected change in statutory requirements requires a change to the Works.
3. The Contractor is to take all reasonable steps to carry out Variations concurrently with other work.
4. The Contractor is to submit a proposal for a Variation within 5 Business Days after receiving a request from Liverpool Plains Shire Council to do so. The Contractor's proposal is to include a margin of up to 15% on net direct costs to

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

General Conditions of Contract

cover supervision, overheads, disruption, profit and attendance and any associated costs that may result if additional time is required to complete the Variation.

5. Within 10 Business Days after receiving the Contractor's proposal for a Variation, Liverpool Plains Shire Council is to notify the Contractor in writing whether the proposal is accepted.
6. If Liverpool Plains Shire Council does not accept the proposal, Liverpool Plains Shire Council will assess the price based on reasonable direct costs plus 15% and that will be the price payable to the Contractors for the Variation.

11. Time for Completion

1. The time for Completion is as stated in the Contract Information.
2. The Contractors is to notify Liverpool Plains Shire Council if it expects to be delayed in reaching Completion.
3. The Contractors may seek an extension of time if it will be delayed in reaching completion. Liverpool Plains Shire Council may extend the time for Completion for any reason.
4. The Contractors has no entitlement to costs for any delay or disruption, other than the margin included in any agreed or assessed Variation.

12. Post Completion Period

1. At any time during the Post Completion Period stated in the Contract Information, Liverpool Plains Shire Council may direct the Contractors to make good a Defect within a specified time and at a time convenient to the Liverpool Plains Shire Council.
2. If the Contractors does not make good the Defect within the time specified, then Liverpool Plains Shire Council may have the Defect made good by others and all associated costs are payable by the Contractors to the Liverpool Plains Shire Council.

13. Payment

1. The Contractors may submit payment claims for completed work monthly on and from the first business day of each calendar month and for amounts calculated as follows:
 - (a) For work for which Liverpool Plains Shire Council accepted rates, an amount calculated by applying the rates to the quantities of work carried out.
 - (b) For work for which Liverpool Plains Shire Council accepted a lump sum, an instalment of that lump sum which reflects the value of the work carried out; and
 - (c) For any other entitlements claimed for which Liverpool Plains Shire Council has agreed or assessed an amount in writing, or for which an amount has been finally determined by an expert under Clause 14 Disputes, the proportion of the amount which reflects the value of the entitlement, at the date of the payment claim, less amounts previously paid, amounts payable by the Contractors to Liverpool Plains Shire Council, and any amounts Liverpool Plains Shire Council is entitled to deduct.

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

Date:
(Authorised Officer)

General Conditions of Contract

2. Payment Claims are to be submitted to the Authorised Person at the address shown in Contract Information item 1.
3. Quantities of work set out in any Schedule of Rates are estimates only. The Contractors is responsible for providing evidence of the quantities carried out.
4. With each payment claim, the Contractors is to give to Liverpool Plains Shire Council:
 - (a) The conformance records and other information required under the Contract; and
 - (b) A completed and true Supporting Statement and a completed and true Subcontractor's Statement in the form of the attached Contract Schedule, executed on the date of the payment claim.
5. Within 10 Business Days after receipt of the Consultant's payment claim, Liverpool Plains Shire Council is to provide to the Contractors a payment schedule identifying the payment claim to which it relates and stating the payment, if any, that Liverpool Plains Shire Council will be making. If the payment is to be less than the amount claimed by the Consultant, the payment schedule is to indicate why it is less.
6. Payment by Liverpool Plains Shire Council is to be made within 15 Business Days after the date the Consultant's payment claim was served. Liverpool Plains Shire Council will issue a tax invoice to the Contractors in the form of a Recipient Created Tax Invoice (RCTI) with the payment.
7. With reference to the relevant legislation identified in the Subcontractor's Statement, Liverpool Plains Shire Council may reduce the progress payment due to the Contractors to account for its increased liability if a completed Subcontractors Statement is not provided.
8. Unless otherwise stated, all payments are to be made by electronic funds transfer to a bank, building society or credit union account nominated by the Consultant. To avoid delay, the Contractors is to provide details of its nominated account within 10 Business Days after the Date of Contract. Liverpool Plains Shire Council requires a minimum of 5 Business Days written notice of any changes to the nominated account to avoid payments being made into a previously nominated account.
9. Payment is not evidence of the value of work, or that the work is satisfactory, or an admission of liability, but is payment on account only.
10. If the Contract Information states that an amount is to be retained for the duration of a Post Completion Period, then this amount is to be deducted from payments due at Completion and held by Liverpool Plains Shire Council until the expiration of the Post Completion Period.
11. Within 30 Business Days after Completion (where there is no Post Completion Period), or at the end of any Post Completion Period, Liverpool Plains Shire Council is to issue a final payment summary accounting for the amount due less any amounts payable by the Contractors to Liverpool Plains Shire Council

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

Date:
(Authorised Officer)

General Conditions of Contract

and, where there is a Post Completion Period, the release of the retention amount.

12. If a final payment is due to the Consultant, the Contractors must submit a payment claim complying with clauses 13.1 and 13.4 for the amount stated in the final payment summary and, if requested by Liverpool Plains Shire Council, a valid tax invoice for that amount.

13. If no payment claim is served within 20 Business Days after the date of issue of the final payment summary, Liverpool Plains Shire Council is to pay the Contractors the amount due in accordance with the final payment schedule, subject to clause 13.7.

1. If a Party is dissatisfied with an act or omission of the other Party in connection with the Contract then, within 20 Business Days after the act or omission, the dissatisfied Party is to notify the other Party in writing of a dispute. The notification is to include the legal and factual basis of the dispute.

2. The Parties are to confer to try to resolve the dispute. If the dispute is not resolved within 20 Business Days, then the Parties are to attempt to agree upon an independent expert to resolve the dispute and the terms for the expert's engagement. If the Parties cannot agree on an expert within a further 15 Business Days, then either may request the Chief Executive Officer, Australian Disputes Centre (<https://www.disputescentre.com.au/>) to nominate an expert.

14. Disputes

3. The Parties are to share equally the expert's fees and out-of-pocket expenses, including any security required for the expert's fees. Each party is to otherwise bear its own costs and share equally any other costs of the process.

4. Within 15 Business Days after the appointment of the expert, the notifying Party is to make its submission on the dispute to the expert.

5. Within 15 Business Days after receiving a copy of that submission, the other Party is to make its submission in response, if any.

6. The expert may request further information from either Party. The Party must respond within 15 Business Days after receiving the request.

7. The Parties are to treat each determination of the expert as final and binding and give effect to it.

15. Suspension

1. Liverpool Plains Shire Council may instruct the Contractors to suspend carrying out all or part of the Works and the conditions on which work is to recommence.

16. Termination by Liverpool Plains Shire Council

1. Without prejudice to any other rights which Liverpool Plains Shire Council has, if the Contractors commits a substantial breach of the Contract, including:

(a) Failing to carry out an instruction of Liverpool Plains Shire Council within the time specified.

(b) Not progressing the Works at a reasonable rate.

(c) Failing to effect or maintain any insurance required by the Contract.

Signed for the Tenderer by:

Name (in block letters):

In the Office Bearer capacity of:

Date:

(Authorised Officer)

General Conditions of Contract

Or if a receiver, manager or receiver and manager is appointed or the Contractors commits an act of insolvency, Liverpool Plains Shire Council may, in writing, specify the breach and ask the Contractors to give reasons why Liverpool Plains Shire Council should not take further action.

2. If the Contractors either fails to give a written response within 5 Business Days after receiving Liverpool Plains Shire Council's notice, or fails to give reasons satisfactory to Liverpool Plains Shire Council, then:

- (a) Liverpool Plains Shire Council may immediately terminate the Contract by notice in writing to the Consultant, in which case the respective rights and liabilities of the Parties shall be the same as they would be at common law if the Contractors had wrongfully repudiated the Contract; or
- (b) Liverpool Plains Shire Council may immediately take over the incomplete Works by notice in writing, suspend payments due or which would become due under Clause 13, and have others complete the Works.

Liverpool Plains Shire Council is to calculate the difference between the costs of having the Works completed by others and the number of suspended payments held. If the calculation shows a shortfall to Liverpool Plains Shire Council, the Contractors is to pay the amount of the shortfall to Liverpool Plains Shire Council within 10 Business Days of a written demand for payment. If the calculation shows an excess to Liverpool Plains Shire Council, Liverpool Plains Shire Council is to pay the amount of the excess to the Consultant.

1. Liverpool Plains Shire Council may terminate the Contract for its convenience and without giving reasons by giving written notice to the Consultant, with effect from the date stated in the notice. The Contractors is to leave the Site by the date stated and comply with any other instructions in the notice.

17. Termination for the Liverpool Plains Shire Convenience

2. If the Contract is terminated for Liverpool Plains Shire Council convenience, then, as full compensation for termination under this clause, the Consultant's total entitlement in respect of the Contract is the sum of the following and the Contractors has no claim for damages or other entitlement whether under the Contract or otherwise:

- (a) The value of all work carried out up to the date stated in the notice; plus
- (b) Subject to at least 25% of the value of Work being completed, 2% of the difference between the Contract Price and the total of all amounts paid and payable to the Contractors under clause 17.2(a).

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

Date:
(Authorised Officer)

MMW - Contract Schedule

WHS Management Plan and Safe Work Method Statements

1. Authorised Person

Mentioned in Clause - Definitions

The Authorised Person is:
Title: Project Manager
Office address:
(for delivery by hand) 60 Station Street
Quirindi NSW 2343

Postal address:
(for delivery by post) PO box 152
Quirindi
NSW
2343

Telephone number: 02 6746 1755

Email address: Kathleen.mcgreal@liverpoolplains.nsw.gov.au

If no name is stated, then Liverpool Plains Shire Council is to name the person in writing within 5 Business Days after award of contract. Liverpool Plains Shire Council may for any reason and at any time change the Authorised Person by giving notice in writing.

2. Principal

Mentioned in Clause - Definitions

Liverpool Plains Shire Council is: Liverpool Plains Shire Council

All correspondence to Liverpool Plains Shire Council and the serving of payment claims are to go to the address of the Authorised Person.

3. Insurance of the Works and Public Liability Insurance

Mentioned in Clause - Insurance

Insurance of the Works and public liability insurance are to be arranged by:

The Contractor.

The Terms and Conditions of the insurance policy shall be appropriate to the nature of the project.

4. Time for Completion

Mentioned in Clause – Time for Completion

The Time for Completion is: 8 calendar weeks from the date of award of contract.

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

MMW - Contract Schedule

WHS Management Plan and Safe Work Method Statements

| | |
|---------------------------------|---|
| W1 Site name and address | 1. Site name: Milner Parade Tennis Club |
| | 2. Site address: 7 Milner Parade, Quirindi NSW 2343 |
| W2 Site Requirements | 3. Subject to the requirements of the Contract and any restrictions access imposed by law, the Site will be available to the Contractors to carry out works upon request between the hours of 7am and 5pm, Mondays to Fridays inclusive, on the Business Days defined in the General Conditions of Contract. |
| W3 Existing Services | 4. Before starting construction work: <ul style="list-style-type: none">1) Establish the precise locations of all underground and other services at and around the Site. Utilize Dial Before You Dig, service owner information, service locators, pot-holing and other non-destructive techniques; and2) Comply with the NSW Government Code of Practice Construction Work. Isolate services where necessary to prevent unplanned contact with live services. 5. Safely mark the locations of all services prominently on the Site, document them on a site plan and provide a copy of the site plan to Liverpool Plains Shire Council and to each subcontractor before the subcontractor starts construction work. |
| | 6. Before undertaking any concrete cutting or other work penetrating the building fabric (floor, walls, or ceiling): <ul style="list-style-type: none">1) Ensure the services are isolated in the relevant work area.2) For school buildings, obtain prior approval from Liverpool Plains Shire Council, schedule such work outside normal school hours and isolate electrical and gas services for the whole building; and3) Before restoring services, check all penetrations for live or damaged wiring or gas pipes. |
| W4 Asbestos Removal | 7. Where asbestos removal work is carried out, comply with the relevant statutory requirements, standards, codes, and guidelines. |
| | 8. Not less than 5 Business Days before starting any asbestos removal work, notify Liverpool Plains Shire Council and, if required under WHS legislation, the Safework NSW, of the intention to carry out that work. |
| | 9. Where the regulations require a licence for asbestos removal work, before the work starts, submit to Liverpool Plains Shire Council a copy of the current licence held by the entity that will undertake the work and a copy of any Safework NSW permit required for the work. |

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

Date:.....
(Authorised Officer)

MMW - Contract Schedule

WHS Management Plan and Safe Work Method Statements

W5 Unexpected Discovery of Hazardous Substances

10. Provide air monitoring by an independent testing authority on each day during asbestos removal and on completion of each area where removal has been undertaken.
11. Submit to Liverpool Plains Shire Council a clearance certificate from an independent testing authority at the completion of the asbestos removal work.
12. If any unexpected hazardous substance not identified in the Contract Documents is discovered on the Site, suspend all work which may result in exposure to such hazardous substance and notify Liverpool Plains Shire Council immediately of the type of substance and its location.
13. If above clause W5.12 applies, then as soon as possible, submit to Liverpool Plains Shire Council details including:
 - 1) The additional work and resources the Contractor estimates are necessary to deal with the substance so that work and subsequent use of the Works may proceed safely and without risk to health.
 - 2) The Contractor's estimate of the cost of the measures necessary to deal with the substance; and
 - 3) Other details reasonably required by Liverpool Plains Shire Council.
14. If instructed by Liverpool Plains Shire Council to carry out work to deal with the hazardous substance:
 - 1) Carry out the work concurrently with other work wherever possible; and
 - 2) Otherwise minimise effects of the work on the time required to reach Completion.

W3 Works description

DESCRIPTION OF THE WORKS

1. The following Description of works apply to the contract:
2. The Works include the following:
 - 1) Existing services identified and disconnected before works commence.
 - 2) Asbestos removal, and disposal, supply client with clearance certificate.
 - 3) Demolition of Existing Buildings at 7 Milner Parade.
 - 4) Concrete paths removed and disposed of.
3. Carry out the Works in accordance with the following:
 - 1) Safework NSW Code of Practice - Demolition Work
 - 2) Keep onsite a copy of AS 2601-2001

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

Date:.....
(Authorised Officer)

MMW - Contract Schedule

WHS Management Plan and Safe Work Method Statements

- 3) Comply with Work Health and Safety Regulation 2017 (NSW)
 - 4) Liverpool Plains Shire Council Code of Conduct, and Procurement Policy Framework.
 - 5) NSW Government Policies.
 - 6) NSW Regulations, health guidelines, associated Building and Construction Standards and all other relevant standards and regulations.
4. In addition to the above:
- 1) Provide fencing, hoardings, and warning notices
 - 2) Remove from the Site all rubbish, debris, rubble, hazardous substances, and other items not salvaged or preserved. Except for the Works, restore the Site and surrounds to a pre-existing condition
 - 3) Provide Insurances, licenses, relevant tickets / competencies, plant / equipment registers and SWMS to the client.
 - 4) Relevant documents, permits / approvals obtained. Compliance documents and certificates / permits submitted to Liverpool Plains Shire Council.
 - 5) Site cleanup and inspections completed, with Liverpool Plains Shire Council sign off before demobilization from site.
5. Demolitions works
- 1) Perform any demolition necessary to carry out the work under the Contract in compliance with Safework NSW Code of Practice Demolition Work and:
 - 2) Provide photographic records of the condition of adjoining property features, structures, facilities, surfaces and the like, which are in a damaged condition or may be damaged during the Works
 - 3) Give at least 5 Business Days' notice to owners of adjoining properties in respect of any work which may affect their property, themselves, or tenants, including contact details and any proposed safeguards
 - 4) Carry out decontamination of hazardous substances that are the responsibility of the Contractor, including substances identified in the Contract Documents and other substances to be located and dealt with by the Contractor; and
 - 5) Handle, use, isolate, remove, and dispose of such substances in accordance with statutory requirements at suitable disposal sites.

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

Date:.....
(Authorised Officer)

MMW - Contract Schedule

WHS Management Plan and Safe Work Method Statements

W7 Contract Schedules

CONTRACT SCHEDULES

1. You are to provide the following documents:

- a) Hazardous Substances moved from site.
- b) Asbestos Clearance Certificate.
- c) Demolition and Waste removed form site.
- d) Site returned to a natural state upon completion.

A brief demolition report outlining the completed works.

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

Date:.....
(Authorised Officer)

MMW - Contract Schedule

WHS Management Plan and Safe Work Method Statements

A WHS Management Plan (WHSMP) sets out the arrangements to manage work health and safety on a construction project. In accordance with General Conditions of Contract Clause 5 *Work Health and Safety Management*, the Contractor is to document and implement a WHSMP that addresses all health and safety hazards and manages the risks associated with carrying out the Works.

The Contractor's WHS Management Plan must:

- ☐ be signed and dated by a senior manager under the Contractor's letterhead authorising the Plan for use.
- ☐ identify the Contract, work activities, work sites and person who prepared the Plan.
- ☐ be implemented, maintained and kept up to date during the work on the Site

and must include:

- ☐ **Statement of responsibilities** – names, positions and contact details of people who will be responsible for WHS management on the Site, including the work activities and a description of those responsibilities.
- ☐ **Risk management** – identification of the hazards associated with each work activity and assessment of the associated risks, with documented actions proposed to eliminate or minimise the risks and methods for managing and monitoring these risk controls (include any WHS risks identified by the Liverpool Plains Shire Council).
- ☐ **WHS training and communication**– arrangements for WHS training, including industry and site induction training and toolbox meetings as well as the consultation, cooperation and coordination of activities.
- ☐ **Incident and emergency management** – arrangements for managing accidents, incidents and near misses, with the name(s) of responsible persons and their contact details, including after-hours contact(s).
- ☐ **Site Safety Rules** – a copy of the rules must be displayed on the Site, covering as a minimum:
 - ☐ industry/site induction, toolbox meetings and other safety training.
 - ☐ safety helmets, safety footwear and safety vests
 - ☐ personal protective equipment, injury management and first aid arrangements.
 - ☐ site access, vehicle movements and security.
 - ☐ accident/incident and emergency procedures.
 - ☐ protection of all workers and the public.
 - ☐ working at heights and in deep excavations.
 - ☐ electrical work and equipment, including leads, power tools and overhead wiring.
 - ☐ locating and preventing unplanned contact with underground, hidden and overhead services.

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

MMW - Contract Schedule

WHS Management Plan and Safe Work Method Statements

- ☐ demolition, excavation, mobile plant, formwork and other temporary structural frames.
- ☐ recording, handling, storage and disposal of hazardous materials and dangerous goods; and
- ☐ safe working, including SWMS, fire prevention, alcohol and drug prohibition and general housekeeping/ access to suitable amenities.
- ☐ **Safe Work Method Statements** for high-risk construction work, which must:
 - ☐ **be on the letterhead of the organisation carrying out the work, showing the name and registered office address of the organisation; and**
 - ☐ be signed and dated as authorised for use by a senior manager of the organisation, and describe:
 - ☐ the address where the high-risk construction work will be carried out.
 - ☐ the high-risk construction work activities to be undertaken.
 - ☐ potential health and safety hazards and risks associated with the high-risk construction work.
 - ☐ risk management controls that will be in place to eliminate the risk or, if not reasonably practicable to eliminate the risk, minimise the hazards and significant risks.
 - ☐ all work health and safety instructions to be given to persons involved with the work.
 - ☐ names and qualifications of those who will supervise the work and inspect and approve for use work areas, work methods, protective measures, plant and equipment (including power tools).
 - ☐ what training is required and will be or has been given to each of the people involved in the work.
 - ☐ names of all those involved in the work, and those who will be or have been trained in the work activities described in the SWMS, and the names and qualifications of those responsible for training them.
 - ☐ plant and equipment that will most likely be used on the work site (e.g., ladders, scaffolds, grinders, electrical leads, welding machines, fire extinguishers and the like).
 - ☐ any SafeWork NSW permits required to complete the work.
 - ☐ inspection and maintenance checks that will be or have been carried out prior to use of the plant and equipment listed; and
 - ☐ A review date to allow feedback and improvements to be made.

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

Date:.....
(Authorised Officer)

MMW Contract Schedule – Supporting Statement and

Subcontractor's Statement

Refer to clause 13.4 of the Mini Minor Works General Conditions of Contract.

The Contractor is required to complete these two statements and submit both statements with each payment claim. Do not alter the forms.

Relevant legislation includes Workers Compensation Act 1987 (NSW), s175B; Payroll Tax Act 2007 (NSW), Schedule 2 Part 5; Industrial Relations Act 1996 (NSW), s127 and Building and Construction Industry Security of Payment Act 1999 (NSW), ss13(7) and 13(9).

Supporting Statement

The Contractor is the “head contractor” in terms of the Building and Construction Industry Security of Payment Act 1999 (NSW) and makes relevant statements below accordingly. The Contractor, as the “head contractor”, carries out the construction work for the Principal under the Contract.

The Supporting Statement must be signed by the Contractor, a director of the Contractor or a person authorised by the Contractor.

Subcontractor's Statement

The Contractor is a “subcontractor” in terms of the Workers Compensation Act 1987 (NSW), Payroll Tax Act 2007 (NSW) and Industrial Relations Act 1996 (NSW) and makes relevant statements below accordingly. The Contractor as the “subcontractor” carries out the construction work for the Principal under the Contract. The principal is called the “principal contractor” in these Acts.

For clarity the Subcontractor's Statement refers to the ‘Contractor’ and ‘Principal’ under the Contract rather than the “subcontractor” and “principal contractor” under the above Acts.

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

Information, including Notes, Statement Retention and Offences under various Acts, is included in the notes at the end of the Subcontractor's Statement.

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

Date:.....
(Authorised Officer)

MMW Contract Schedule – Supporting Statement and

Subcontractor's Statement

Construction Contracts

Pursuant to section 13(7) of the *Building and Construction Industry Security of Payment Act 1999 (NSW)* (the Act) a supporting statement must accompany any payment claim served on a principal to a construction contract by a head contractor.

This form should be used by a head contractor who has a construction contract that is not an owner occupier construction contract. If the contract is an owner occupier construction contract the 'Supporting Statement – Owner Occupier Construction Contracts' form should be used instead.

For the purposes of this statement, the terms "principal", "head contractor", "subcontractor", "construction contract" and "owner occupier construction contract" have the meanings given in section 4 of the Act.

| | | | |
|--|--------------|-------------------|--|
| Head contractor (Business name of head contractor): | | | |
| <input type="checkbox"/> 1. has entered into a contract with: (business name of subcontractor) | | | |
| ABN of subcontractor | | | |
| Contract number/identifier | RFQ_077/2023 | | |
| or | | | |
| <input type="checkbox"/> 2. has entered into a contract with the subcontractors listed in Schedule 1 | | | |
| | | | |
| This statement applies to work between (start date) | | and (End date) | |
| or | | | |
| This statement applies to work completed in Stage (number) of the construction contract | | | |
| | | | |
| Subject of the payment claim dated (date) | | | |

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

Date:
(Authorised Officer)

**MMW Contract Schedule – Supporting Statement and
Subcontractor's Statement**

Declaration for Supporting Statement

I, (full name)

being the head contractor, a director of the head contractor or a person authorised by the head contractor on whose behalf this declaration is made, hereby declare that to the best of my knowledge and belief all subcontractors, if any, have been paid all amounts that have become due and payable in relation to the construction work that is the subject of this payment claim.

These subcontractors and the amounts paid to them are identified in Schedule 1 on page 3 of this Supporting Statement.

It is an offence under section 13(7) of the Act for a head contractor to serve a payment claim on the principal, if it is not accompanied by a supporting statement that indicates that it relates to that payment claim. The maximum penalty is \$110,000 for corporations, and \$22,000 for an individual.

It is also an offence under the Act for a head contractor to serve a payment claim accompanied by a supporting statement knowing that the statement is false or misleading in a material particular in the particular circumstances. The maximum penalty is \$110,000 for corporations, and \$22,000- or 3-months imprisonment (or both) for individuals.

| | |
|-------------------------|--|
| Full Name of Individual | |
| Position/Title | |
| Signature | |
| Date | |

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

**MMW Contract Schedule – Supporting Statement and
Subcontractor's Statement**

Schedule 1 (*page 3 of Supporting Statement*)

List all subcontractors that have been paid all amounts that have become due and payable in relation to the construction work that is the subject of the payment claim which this supporting statement accompanies.

| Name of subcontractor | ABN | Contract number/ identifier | Date of works (period or stage) | Date of subcontractor's payment claim |
|-----------------------|-----|-----------------------------|---------------------------------|---------------------------------------|
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

Approved form under *Building and Construction Industry Security of Payment Act 1999* - Section 13(9)

For more information visit Fair Trading website: www.fairtrading.nsw.gov.au/trades-and-businesses/construction-and-trade-essentials/security-of-payment.

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

**MMW Contract Schedule – Supporting Statement and
Subcontractor's Statement**

Subcontractor's Statement

(REGARDING WORKER'S COMPENSATION, PAYROLL TAX AND REMUNERATION)

(Note 1)

Note, in the Subcontractor's Statement, the terms "Contractor" and "Principal", as per the Contract, mean the "subcontractor" and "principal contractor", respectively, under the relevant legislation.

Main Contract

Contractor:

ABN:

(Business name of the Contractor)

of

(Address of the Contractor)

has entered
into a
contract with

ABN:

(Business name of the principal)

Contract number/identifier: RFQ_077/2023

Subcontracts

The Contractor has entered into a contract with the subcontractors listed in the attachment to this Statement.

Period

This Statement applies for work
between:

and

inclusive,

subject of the payment claim dated:

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

- (a)** The abovementioned Contractor has either employed or engaged workers or subcontractors during the above period of this Contract.

Tick ☐ if true and comply with **(b)** to **(g)** below, as applicable.

If it is not the case that workers or subcontractors are involved, or you are an 'exempt employer' for workers compensation purposes tick ☐ and only complete **(e)** to **(g)** below. You must mark one box.

- (b)** All workers compensation insurance premiums payable by the Contractor in respect of the work done under the Contract has been paid.

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

Date:
(Authorised Officer)

MMW Contract Schedule – Supporting Statement and

Subcontractor's Statement

The Certificate of Currency for that insurance is attached and dated.....

- (c) All remuneration payable to relevant employees for work under the contract for the above period has been paid.
- (d) Where the Contractor is required to be registered as an employer under the *Payroll Tax Act 2007*, the Contractor has paid all payroll tax due in respect of employees who performed work under the Contract, as required at the date of this statement.
- (e) Where the Contractor is also a principal contractor to subcontracts in connection with the work, the Contractor has in its capacity of principal contractor been given a written Subcontractor's Statement by its subcontractor(s) in connection with that work for the period stated above.

(Note 10)

(f) Signature Full name

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

MMW Contract Schedule – Supporting Statement and

Subcontractor's Statement

Notes to the Subcontractor's Statement

These notes have been prepared using the terms in the referenced acts. Where this Statement is being completed for the purposes of this Contract, (unless the context otherwise requires) 'subcontractor' means the 'Contractor' and 'principal contractor' means the 'Principal'.

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

A principal contractor can be generally defined to include any person who has entered into a contract for the carrying out of work by another person (or other legal entity called **the subcontractor**) and where employees of the subcontractor are engaged in carrying out the work which is in connection with the principal contractor's business.

2. For the purpose of this Subcontractor's Statement, a principal contractor is a person (or other legal entity), who has entered into a contract with another person (or other legal entity) referred to as the subcontractor, and employees/workers of that subcontractor will perform the work under contract. The work must be connected to the business undertaking of the principal contractor.
3. Provide the unique contract number, title, or other information that identifies the Contract.
4. In order to meet the requirements of s127 of the *Industrial Relations Act 1996*, a statement in relation to remuneration must state the period to which the statement relates. For sequential Statements ensure that the dates provide continuous coverage.

Section 127(6) of the *Industrial Relations Act 1996* defines remuneration 'as remuneration or other amounts payable to relevant employees by legislation, or under an industrial instrument, in connection with work done by the employees.'

Section 127(11) of the *Industrial Relations Act 1996* states 'to avoid doubt, this section extends to a principal contractor who is the owner or occupier of a building for the carrying out of work in connection with the building so long as the building is owned or occupied by the principal contractor in connection with a business undertaking of the principal contractor.'

5. Provide the date of the most recent payment claim.
6. For Workers Compensation purposes an exempt employer is an employer who pays less than \$7500 annually, who does not employ an apprentice or trainee and is not a member of a group.
7. In completing the Subcontractor's Statement, a subcontractor declares that workers compensation insurance premiums payable up to and including the date(s) on the Statement have been paid, and all premiums owing during the term of the contract will be paid.
8. In completing the Subcontractor's Statement, a subcontractor declares that all remuneration payable to relevant employees for work under the contract has been paid.
9. In completing the Subcontractor's Statement, a subcontractor declares that all payroll tax payable relating to the work undertaken has been paid.
10. It is important to note that a business could be both a subcontractor and a principal contractor, if a business 'in turn' engages subcontractors to carry out the work. If your business engages a subcontractor, you are to also obtain Subcontractor's Statements from your subcontractors.

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

MMW Contract Schedule – Supporting Statement and Subcontractor's Statement

The principal contractor receiving a Subcontractor's Statement must keep a copy of the Statement for the periods stated in the respective legislation. This is currently up to seven years.

In terms of s127(8) of the *Industrial Relations Act 1996*, a person who gives the principal contractor a written statement knowing it to be false is guilty of an offence if:

- (a) the person is the subcontractor.
- (b) the person is authorised by the subcontractor to give the statement on behalf of the subcontractor; or
- (c) the person holds out or represents that the person is authorised by the subcontractor to give the statement on behalf of the subcontractor.

In terms of s175B of the *Workers Compensation Act 1987* and clause 18 of Schedule 2 of the *Payroll Tax Act 2007* a person who gives the principal contractor a written statement knowing it to be false is guilty of an offence.

For more information visit SafeWork website <https://www.safework.nsw.gov.au/>, iCare (for Workers Compensation queries) via the [iCare website](http://www.icare.nsw.gov.au/) or NSW Industrial Relations website, <http://www.industrialrelations.nsw.gov.au>

Copies of relevant legislation can be found at www.legislation.nsw.gov.au.

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

MMW Contract Schedule - Environmental Management Plan

Refer to general conditions of contract clause – *environmental management*. Complete the plan by inserting contract specific requirements, or 'NA' where a particular item is not applicable.

| ENVIRONMENTAL OBJECTIVES | Demolition – 7 Milner Parade Tennis Clubhouse RFQ_077/2023 ACTION TO BE TAKEN | WHEN ACTION WILL BE TAKEN | PERSON RESPONSIBLE | ACTION COMPLETED |
|--|--|---------------------------|--------------------|------------------|
| 1. CONSERVATION OF PLANTS & WILDLIFE | | | | |
| 1.1 Protect flora and fauna | Protect existing trees and plants at and around the Site from damage unless approved by the Liverpool Plains Shire Council | | | |
| | Do not remove trees and plants without approval from the Liverpool Plains Shire Council | | | |
| | Control weeds on the Site | | | |
| | Protect birds, fish and animals at and around the Site from harm | | | |
| | Do not remove birds, fish and animals from the Site without the written agreement of the Liverpool Plains Shire Council | | | |
| | Do not bring birds, fish, animals and plants onto the Site without written agreement from the Liverpool Plains Shire Council | | | |
| | Minimise the use of pesticides and herbicides for minimal impact on the environment | | | |
| 1.2 Control movement of pedestrians, materials, vehicles and plant to minimise damage to the environment | Use only designated routes for access to the Site | | | |
| | Use designated site roads and access routes for all movements on and adjacent to the Site | | | |
| | Locate compounds, and park all vehicles and plant, in designated areas on the Site | | | |
| | | | | |
| 2. CONSERVATION OF RESOURCES | | | | |
| 2.1 Design for energy efficiency | Adopt energy efficiency, environmental enhancement and waste minimisation as design criteria | | | |
| | Use low energy usage construction, fittings and appliances (including heating/cooling and lighting) | | | |
| | Incorporate conservation of resources obligations into subcontracts | | | |
| 2.2 Select materials to minimise: • resource use and waste | Reuse all topsoil on the Site and minimise the use of imported topsoil | | | |
| | Mulch and chip cleared vegetation as appropriate | | | |
| | Maximise use of materials that are recyclable or from a sustainable source | | | |

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

MMW Contract Schedule - Environmental Management Plan

| ENVIRONMENTAL OBJECTIVES | Demolition – 7 Milner Parade Tennis Clubhouse RFQ_077/2023 ACTION TO BE TAKEN | WHEN ACTION WILL BE TAKEN | PERSON RESPONSIBLE | ACTION COMPLETED |
|--|---|---------------------------|--------------------|------------------|
| <ul style="list-style-type: none"> ozone depleting effects detrimental effects on air, water, and land quality | Use timber from sustainable managed sources only | | | |
| | Implement a strategy to reduce the quantity of waste, including minimising and recycling packaging | | | |
| | Use low water demand fittings & appliances (dual flush toilets, water conserving shower roses & taps) | | | |
| | Minimise the use of solvents, glues, paints and other materials which release odours or vapour | | | |
| 2.3 Conserve heritage items and other physical attributes of the Site | Comply with statutory requirements for conservation of heritage items | | | |
| | Manage the conservation of physical attributes of the Site, including (<i>List applicable attributes</i>) . | | | |
| 3. POLLUTION CONTROL | | | | |
| 3.1 Control discharges and emissions from vehicles and plant to minimise damage to the environment | Do not use vehicles, plant or equipment that produce excessive emissions | | | |
| | Monitor emissions from vehicles and plant | | | |
| | Do not bring vehicles or plant and equipment with hydraulic fluid, fuel or oil leaks to the Site | | | |
| | Wash down vehicles, plant and equipment only in controlled areas acceptable to the Liverpool Plains Shire Council | | | |
| | Prevent and clean up any spills from transport vehicles | | | |
| | | | | |

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

MMW Contract Schedule - Environmental Management Plan

| ENVIRONMENTAL OBJECTIVES | Demolition – 7 Milner Parade Tennis Clubhouse RFQ_077/2023 ACTION TO BE TAKEN | WHEN ACTION WILL BE TAKEN | PERSON RESPONSIBLE | ACTION COMPLETED |
|---|---|---------------------------|--------------------|------------------|
| 3.2 Prevent pollution of stormwater and adverse effects on land and vegetation by control of cleaning activities and discharges | Use only water based, non-toxic paints and use only water to clean paint brushes and rollers | | | |
| | Control all run-off from cleaning activities | | | |
| | Discharge only non-toxic cleaning products generally | | | |
| | | | | |
| 3.3 Control soil erosion | Identify the existing drainage paths on the Site and protect them against siltation | | | |
| | Protect vulnerable and exposed surfaces and stockpiles against scouring | | | |
| | Install the following sediment control devices before starting construction (<i>List applicable devices</i>) | | | |
| | • | | | |
| | Monitor and manage the effectiveness of sediment control devices | | | |
| | Remove sediment control devices when no longer required | | | |
| 3.4 Prevent release of soil contamination to the environment | Establish, before starting work on the Site, in consultation with the Liverpool Plains Shire Council, if contaminated soil is present at the Site | | | |
| | If contaminated soil is present, manage the work to prevent release to the environment | | | |
| | | | | |
| 3.5 Manage refrigerants and other dangerous goods to meet statutory requirements | Ensure the procedures used for the charging and disposal of refrigerants and use of dangerous goods meet statutory obligations | | | |
| | Use appropriately trained employees | | | |
| | Obtain the licences required | | | |
| | Document dangerous goods identification, disposal and management, and retain the documentation | | | |
| | | | | |

Signed for the Tenderer by:

Name (in block letters):

In the Office Bearer capacity of:

Date:.....

(Authorised Officer)

MMW Contract Schedule - Environmental Management Plan

| ENVIRONMENTAL OBJECTIVES | Demolition – 7 Milner Parade Tennis Clubhouse RFQ_077/2023 ACTION TO BE TAKEN | WHEN ACTION WILL BE TAKEN | PERSON RESPONSIBLE | ACTION COMPLETED |
|--|--|---------------------------|--------------------|------------------|
| 3.6 Minimise noise and vibration impact on neighbours, occupants and users of any facility | Comply with noise limits and conditions prescribed by the EPA, Office of Environment and Heritage and Council (as applicable) | | | |
| | Use equipment in good repair and condition | | | |
| | Use noise suppression equipment (e.g., silencers on compressors) and acoustic barriers as required | | | |
| | Do not expose workers, neighbours or visitors to excessive noise, and cooperate and coordinate with operators of any neighbouring facility | | | |
| | Do not expose people or property to excessive vibrations | | | |
| | | | | |
| 3.7 Comply with Trade Waste Licence conditions applicable to the facility | Implement procedures to avoid breaches of the Trade Waste Licence conditions (may apply to discharges from cooling water systems, condenser water systems, heating water systems, cooking facilities, engine discharges, water treated with chemicals or where large sediment loads exist) | | | |
| | | | | |
| 3.8 Minimise air pollution from dust and emissions | Minimise areas of exposed earth and stockpiles | | | |
| | Cover and secure materials in open transport | | | |
| | Use water sprays and/or other means to control dust | | | |
| | Keep emissions within statutory or other required limits | | | |
| | Minimise fire risks, and prevent and control fires | | | |
| | | | | |

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

MMW Contract Schedule - Environmental Management Plan

| ENVIRONMENTAL OBJECTIVES | Demolition – 7 Milner Parade Tennis Clubhouse RFQ_077/2023 ACTION TO BE TAKEN | WHEN ACTION WILL BE TAKEN | PERSON RESPONSIBLE | ACTION COMPLETED |
|--|--|---------------------------|--------------------|------------------|
| 3. POLLUTION CONTROL (continued) | | | | |
| 3.9 Dispose of waste in accordance with statutory requirements | Implement appropriate disposal procedures for all waste items, including using lawful places for disposal, recording and reporting on the method and location of disposal and any non-conformances | | | |
| | EITHER Provide valid disposal certificates for each applicable item OR Provide company certification of appropriate disposal of the following (<i>List the items</i>): <ul style="list-style-type: none"> • Packaging materials • Replaced or redundant materials • Chemicals • Oils and greases from machinery, cooking and other processes • Paints and solvents, including those used to clean equipment, tools and brushes • Cleaning materials and rags • Materials unsuitable for re-use, including hazardous materials such as asbestos | | | |
| 3.10 Minimise damage to the environment from emergencies | Document emergency procedures to manage all reasonably foreseeable harm, including spills and other environmental emergencies | | | |
| | Ensure emergency procedures are followed | | | |
| | Obtain the agreement of the Liverpool Plains Shire Council to procedures for handling oil, chemicals and other dangerous goods before placing them on the Site, including secure storage arrangements | | | |
| | Reinstate and clean damaged areas and features, including work areas | | | |
| | Reinstate damaged eco-systems and features to their previous condition | | | |
| | Identify key contacts: (<i>List names & roles</i>) | | | |

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

MMW Contract Schedule - Environmental Management Plan

| | | | | |
|--|--|--|--|--|
| 3.11 Comply with environmental requirements and rectify breaches | Inspect the Site daily to ensure appropriate environmental controls are in place and operating effectively, and that all environmental management requirements are being met | | | |
| | Cooperate with environmental audits by others | | | |
| | Rectify any environmental breaches identified within the time specified in an audit or by the Liverpool Plains Shire Council | | | |
| | | | | |
| 4. RECORDS AND REPORTING | | | | |
| 4.1 Provide sufficient documentation to demonstrate appropriate environmental management | Prepare, submit and update the Environmental Management Plan | | | |
| | Maintain and submit records of environmental training | | | |
| | Report on implementation of the Environmental Management Plan | | | |
| | Submit to the Liverpool Plains Shire Council copies of correspondence with regulators, including incident reports and notification of non-compliances or fines | | | |
| | Submit documentation evidencing that the causes of non-compliances have been corrected | | | |
| | Keep records for inspection securely filed using an effective document retrieval system | | | |
| | Monitor and record the volumes of waste and the methods and locations of disposal. Submit a progress report and a summary report before Completion in accordance with tables 1 to 5 of the NSW EPA 'Construction and demolition waste' toolkit available at https://www.epa.nsw.gov.au/your-environment/waste/industrial-waste/construction-demolition | | | |
| 4.2 Report environmental incidents | Immediately report all environmental incidents to the Liverpool Plains Shire Council | | | |
| | Immediately report environmental incidents as otherwise required | | | |
| | | | | |

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

Appendix 1 – Site Plan_ Aerial View.



<https://maps.six.nsw.gov.au/>

