



REQUEST FOR TENDERS FOR CONTRACT Nº: 2024/138T MAUD STREET TCS

CONTENTS

SECTION	DOCUMENT	FOLIO LENGTH (Page)
	Invitation to Tenders	3
	Council's WH&S Policy (for information purposes)	1
Contract Conditions	Conditions of Tendering	4
	General Conditions of Contract	8
Special Condition of Contract	SC-2 Payment of Workers and Subcontractors SC-3P Safety Management SC-5 Environmental Requirements SC-6 Building and Construction Work	
Specification	2024/138T Specification	
Schedules	Tenderer's Declaration Tender Price Minor non-conformances and alternative proposals Financial Details Insurances Contract Program Management & Staff Resources Subcontractors Referees Previous Experience Quality Assurance Supplier Diversity Industrial Relations Work Health & Safety Ecologically Sustainable Development Modern Slavery Additional Information/Innovation	

Submissions Close at 2pm on Tuesday 11th June 2024

Cost of document - TenderLink – no charge
Hard copy tender documents – as per the advertised cost



Invitation to Tenderers

MAUD STREET TCS CONTRACT No. 2024/138T

1. **PURPOSE:** City of Newcastle (CN) are seeking suitably qualified contractors to supply and install Traffic Control Signals (TCS) and associated works on Maud Street, Waratah West between Prince Street and Vera Street. CN will work alongside the successful contractor to complete various civil works components in the adjoining Vera Street.
2. **INVITATION:** Persons willing to fulfil the requirements of the proposed contract is invited to submit a tender to the Council by the deadline, **2pm on Tuesday 11th June 2024** (at the Tender Box). Responsibility for lodgement of completed tender documents by the deadline lies solely with the Tenderer. Tender lodgement information is provided in the tender document. Council is not bound to accept the lowest tender or any tender submitted.
3. **INFORMATION:** All enquiries relating to the Tender must be directed to the nominated Project Officer, Alex Dunn, via the online forum at www.tenderlink.com/newcastle. Alternatively, you can contact Alex Dunn on telephone: (02) 4974 6071 or e-mail adunn@ncc.nsw.gov.au. Any verbal enquiries are to be confirmed in writing.
4. **PRE-TENDER MEETING:**
A **non-mandatory** pre-tender meeting will be held on Tuesday, **21st May 2024 at 10am** at the intersection of Maud Street and Vera Street, Waratah. Please advise the nominated Project Officer of intention to attend.
5. **TENDERERS TO NOTE:** In the preparation and submission of the tender and without limiting the Tenderer's obligations, the Tenderer shall:
 - submit a tender which includes all Schedules including the *Tenderer's Declaration Schedule* and any other declaration required completely filled in and signed, together with any other documents, information and details necessary to make the tender complete;
 - not submit a tender without a firm intention to proceed;
 - not engage in any form of collusive practice;
 - not directly or indirectly canvass support from an elected member or employee of Council at any time.

6. LODGEMENT METHOD: (*Refer to the detailed requirements of Clause 11 of the Conditions of Tendering*)

Complete tenders (i.e. containing all completed schedules, documents, information and details required) shall be considered **ONLY** if received by either:

Electronic (preferred):

Submissions must be lodged in the electronic Tender Box at www.tenderlink.com/newcastle by the time and date nominated. (Respondents will receive a Successful Submission Receipt upon completion.)

Hardcopy or facsimile tenders:

Formal (hardcopy) submissions lodged in the Tender Box, by the date and time nominated, must be enclosed in a sealed envelope or package and clearly endorsed:

2024/138T - Maud Street TCS
The Tender Box – Newcastle City Council
Ground Floor, City Administration Centre
12 Stewart Avenue
NEWCASTLE WEST NSW 2302

Alternatively, a facsimile tender transmission to **(02) 4974 2222**, where the complete tender must be received by the deadline. In addition, as a **formal confirmation**, the original tender must be posted before the deadline and received within **5** business days after the deadline. Proof verifying the time of posting must be provided. It must be consigned to the Tender Box. Any delay or loss of data resulting from electronic equipment malfunction or unavailability is at the risk of the Tenderer.

Invitation to Tenderers

7. “VALUE FOR MONEY” ASSESSMENT CRITERIA: Council is not bound to accept the lowest tender or any tender submitted. Council, in its discretion, will accept the tender that it determines provides the most advantageous result. Tenders will be assessed on “conformity to the documentation” and “value for money” (the most cost effective offer determined by considering all price and non-price factors relevant to the proposed contract). The assessment criteria are:

- Price
- Work Health & Safety
- Previous Experience
- Methodology
- Program and availability to commence
- Supplier Diversity

Tenders must also complete and submit all the schedules listed on the contents page.

8. PRIVACY & PERSONAL INFORMATION PROTECTION NOTICE: The City of Newcastle is committed to protecting your privacy. We take all reasonable steps to comply with relevant legislation and Council policy.

Purpose: The purpose being for the assessment of tenders (in accordance with the Local Government Act 1993 and the Local Government (General) Regulations 2005).

Intended recipients: Authorised Council staff

Supply: The voluntary supply of information required for the tender process.

Consequence of non-provision: Failure to provide information could result in the non-acceptance of your tender application.

Access: The information will be stored at Council's Administration Centre in accordance with the requirements of the State Records Act 1998. Individuals can request access to Council's files if they wish to review their information.

9. CODE OF CONDUCT: Tenderers are advised that Newcastle City Council's Code of Conduct will apply to the successful tenderer. A copy of the Code is available at <http://www.newcastle.nsw.gov.au/Council/Our-Responsibilities/Code-of-Conduct>

Tenderers should also be aware that they must abide by Council's Statement of Business Ethics. (A copy is available at <https://www.newcastle.nsw.gov.au/Newcastle/media/Contracts/NCC313-Statement-of-Business-Ethics.pdf>

10. CONDITIONS OF TENDER: The Hunter Councils' “*Conditions of Tendering*” govern this tender.

11. CONTRACT AGREEMENT: The successful tenderer will be required to enter into a contract agreement with Council. The contract agreement will comprise of the following documents:

- (a) A formal instrument of Agreement;
- (b) Special Conditions of Contract (if applicable);
- (c) Hunter Councils' General Conditions of Contract
- (d) Specification (or Brief);
- (e) Letter of Tender Acceptance;
- (f) Tender Schedules submitted by the successful tenderer

WHS Management System - Form



The City of Newcastle is committed to providing an inclusive healthy and safe workplace for CN Officials and others in the workplace. CN Official means Worker (as defined under the Work Health and Safety Act 2011) and includes Councillors, CN employees (including part-time, temporary or casual staff), individuals engaged by CN under a contract and volunteers.

Across all of City of Newcastle's operations, we are committed to developing, implementing and maintaining an effective WHS Management System that will:

- Identify, assess and manage both physical and psychological risks to workers, visitors and the public;
- Ensure consistency with the nature of workplace activities and scale of health and safety risks;
- Design, manufacture, import, install, construct, commission, supply and maintain safe plant fixtures, fittings and structures for their safe use;
- Manage chemicals and other hazardous substances for their safe use, handling and storage;
- Provide adequate facilities at work for the welfare of workers, including ensuring safe access to those facilities;
- Monitor the health of workers and the conditions at the workplace for the purpose of preventing illness or injury of workers arising from City of Newcastle's undertakings;
- Provide for fair, inclusive and effective workplace representation, consultation, co-operation and issue resolution in relation to WHS and ensure that all workers are included in decision making processes impacting their safety;
- Effectively implement the WHS Policy throughout City of Newcastle via processes of consultation, continual improvement and cultural change;
- Seek continuous improvement in WHS performance through ongoing monitoring and auditing of the WHS Management System and periodic management reviews;
- Comply with all relevant legislation, codes, standards and other requirements (such as the National Self-Insurer OHS Audit Tool) to reflect our commitment to WHS best practice and worker welfare;
- Establish measurable objectives and targets to ensure continued improvement aimed at eliminating work related injury and illness;
- Provide appropriate WHS information, instruction, education, training and supervision to all workers and visitors;
- Make WHS information readily available to all workers to enhance the effectiveness of the WHS Management System and increase WHS awareness;
- Foster a positive WHS culture to ensure it is an integral element of our operations;
- Ensure all workers are aware of their personal responsibility to look after themselves and others, question unsafe work practices, and report any workplace incident, illness or injury; and
- Provide the financial and physical resources to enable the effective implementation of the WHS Management System and the improvement of the system when opportunities are identified.

A handwritten signature in black ink, appearing to read 'JB'.

Jeremy Bath
Chief Executive Officer

A handwritten signature in black ink, appearing to read 'DT'.

David Thomas
Health and Safety Committee Chairperson

Statement of Business Ethics



NCC313; Rev. 2

This Statement is a means of providing guidance for suppliers, service providers, contractors and individuals to adopt standards of ethical behaviour that meet Council's requirements.

Council's business dealings are geared to achieve the best possible outcome in the interests of Council and its ratepayers for the supply of goods and services. In doing this, all business undertakings are conducted with complete fairness and are open to public scrutiny (subject to commercial confidentiality).

Council will ensure that all policies, procedures and practices related to tendering, contracting and the purchase of goods and services are consistent with best practice and the highest standards of ethical conduct. All procurement activities and decisions will be fully and clearly documented to provide an effective audit trail and allow for effective review.

Business Principles

Council has four key principles which guide its dealings on procurement/business matters.

Fairness: Council treats all parties involved in an even-handed manner. Potential suppliers or contractors will be given equal access to information and opportunities to submit bids. Tenders will not be called unless there is the intention to award a contract, subject to a satisfactory offer.

Prevention of Corruption: Council is committed to high ethical standards and it is the responsibility of Councillors and staff, as well as Council suppliers and contractors, to not only act honestly but also report any instances of possible corruption, maladministration or illegal activities.

Value-for-Money: Council considers all factors which are relevant to a particular procurement of goods or services. These include initial and ongoing costs; quality and reliability; customer service; OH&S; technical expertise; environmental sustainability and other legislative compliance. Value for money does not necessarily mean 'lowest price'. However, the lowest price might represent best value for money if it satisfies the other criteria.

Objectivity: Council establishes procurement criteria and objectively assesses all tenders and quotes against these nominated criteria. All procurement decisions are based on merit, and take into account all relevant information and circumstances that apply to a given procurement requirement.

Doing Business with Council

Suppliers and contractors shall be aware of the following requirements when dealing with Council.

Conflict of Interest: Conflicts of interest include both pecuniary and non-pecuniary interests. (A pecuniary interest is an interest that a person has in a matter because of the reasonable likelihood or expectation of appreciable financial gain to the person. A non-pecuniary interest may include family relationships, friendships or other interests that do not involve a direct financial gain.) Council staff are required to disclose any potential conflicts of interest. Suppliers and contractors to Council are asked to do the same.

Use of Information: Any confidential Council information should not be revealed to persons other than those with a genuine need and authority. Private, confidential, commercial-in-confidence or proprietary information obtained as result of doing business with Council, should never be given to competing interests or unauthorised persons. Suppliers and contractors handling private and personal information are expected to adhere to Council's Privacy Management Plan.

Gifts and Benefits: Council only permits the acceptance of gifts by Councillors or staff if they are a nominal or token value and do not create a sense of obligation. Suppliers that offer gifts or benefits as a reward for, or perceived as influencing, the purchasing decisions of Council staff will not be tolerated. Failure to comply with this requirement will result in Council ceasing to do business with the supplier.

Use of Council's Resources: Suppliers and contractors may only use Council resources and equipment if it is in accordance with specific conditions of a formal contract.

Employment of Council Staff: All suppliers and contractors who deal with Council are not permitted to offer Council staff outside employment or business proposals of any kind. Council staff have a duty to maintain public trust and confidence, and not use commercially sensitive information to facilitate future employment opportunities in the private sector.

Public Comments: Suppliers and contractors must not make any public comments or statements that would lead anyone to believe that are representing Council, or expressing its views or policies.

Canvassing Support: During a tender process, any prospective supplier or contractor shall not directly or indirectly discuss their tender bid with a Councillor, or canvass support from an employee of Council, at any time. Any supplier or contractor involved in such activity will result in their tender being rejected.

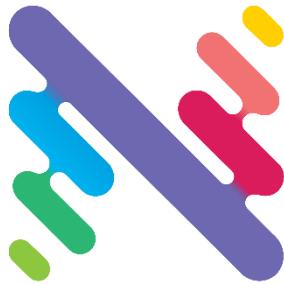
Complying with this Statement

By complying with the principles and standards of behaviour outlined in this Statement, all parties will be able to advance their objectives and interests in a fair and ethical manner. Failure to comply with this Statement may be deemed as a breach of contract. Council may terminate its contract or take other actions considered appropriate.

Reporting

To report any unethical behaviour in doing business with Council, please lodge a submission in writing to:

General Manager
City of Newcastle
PO Box 489
Newcastle NSW 2300



City of Newcastle

Conditions of Tendering

(Edition 6; April 2020) ©

CONTENTS

- | | |
|-------------------------------|---|
| 1. INTERPRETATION | 12. OPENING OF TENDERS |
| 2. TENDERER STATUS | 13. ASSESSMENT AND ACCEPTANCE |
| 3. TENDERER TO INFORM ITSELF | 14. NON-CONFORMING TENDERS |
| 4. OFFER | 15. ALTERNATIVE PROPOSALS |
| 5. CONDITIONS OF CONTRACT | 16. PRE-TENDER MEETING |
| 6. ACKNOWLEDGMENT BY TENDERER | 17. ECOLOGICALLY SUSTAINABLE
DEVELOPMENT |
| 7. CONFIDENTIALITY | 18. INDUCTION TRAINING |
| 8. COLLUSIVE TENDERING | 19. LOCAL GOVERNMENT (GENERAL)
REGULATION 2005 |
| 9. CANVASSING SUPPORT | |
| 10. LEVIES & TAXES | |
| 11. SUBMISSION PROCEDURE | |

(This document was developed in association with the Hunter Joint Organisation of Councils)

CONDITIONS OF TENDERING

RULES GOVERNING THE CONTENT AND SUBMISSION OF TENDERS

1. INTERPRETATION

In these "Conditions of Tendering" and elsewhere, except where the context requires otherwise:

"**Council**" means the Council of the City of Newcastle (the "Principal") and where the context permits, includes its authorised delegates;

"**Day**" means business day, that is not Saturday or Sunday or public holiday for the Principal's employees;

"**non-conforming tender**" means a tender not lodged on the Schedules, or not containing all the information and documents required by these Conditions of Tendering, or otherwise not complying with any provision of this entire tender document;

"**offer**" means a proposal to enter into a legally binding contract with Council (refer to Clause 4);

"**person**" includes an individual, a corporation or a body politic;

"**Schedules**" means all schedules in addition to the Tenderer's Declaration contained in this tender document that are required to be completed by the Tenderer;

"**Specifications**" means the specifications contained in this tender document and includes description of the scope, technical references, drawings or consultant's brief;

"**tender**" includes prices, bids, quotations and consultant proposals and means the lodgment of a tender containing all requested information and accompanying documentation;

"**tender document**" means all of the following:

The *Invitation to Tenders*, *Information to Tenderers* (or a covering letter), *Conditions of Tendering*, *General Conditions of Contract its Annexures*, *Special Conditions of Contract* and the *Specification and Drawings*, *Schedules* and any other specified documents.

In this Agreement, unless contrary intention appears, words importing a gender include any other gender and word in the singular includes the plural and vice versa.

2. TENDERER STATUS

It is Council's practice to contract only with persons having appropriate financial assets and insurances. A Tenderer may also be required to provide evidence of its legal status.

If the Tenderer is a Trust or a Trustee of a Trust, then a full copy of the trust deed must be submitted with the tender.

It is also Council's practice to deal with entities that have an Australian Business Number (ABN) and are registered for GST.

3. TENDERER TO INFORM ITSELF

The Tenderer shall bear all costs or expenses incurred by it in preparing and lodging a tender. In addition, no extras allowances, or additional or supplementary payments will be paid to the Tenderer as a result of neglect to have examined:

(a) all parts of this tender document.

- (b) all information made available and/or all information obtainable by the making of reasonable enquiries.
- (c) the site and its surroundings including the location of all existing public utility services and the availability of services (where relevant to the project).
- (d) satisfied itself as to the correctness and sufficiency of its tender.

4. OFFER

The lodgement of a tender in accordance with these "Conditions of Tendering" will constitute an offer to enter into and be bound by a contract.

The offer will be irrevocable and will remain open for acceptance by Council until the earlier of:

- (a) receipt by the Tenderer of a written notice or Purchase Order from Council (as per Clause 13); or
- (b) 60 business days from the Closing Date.

5. GENERAL CONDITIONS OF CONTRACT

The general conditions of contract that will apply to the proposed contract are annex here to.

6. ACKNOWLEDGMENT BY TENDERER

The Tenderer acknowledges and agrees that:

- (a) no variations or extras will be permitted to its submitted tender other than those provided at the request of, or with the written consent of Council in circumstances allowed by law;
- (b) it does not rely upon any verbal agreement or other conduct whatsoever by or on behalf of Council amending these "Conditions of Tendering";
- (c) Council will not be liable for any cost whatsoever incurred in preparing and submitting the tender;
- (d) none of these "Conditions of Tendering" will be waived, discharged, varied, amended, modified or released except by written notification by Council;
- (e) the Tenderer shall be responsible for any interpretation, deduction and conclusion made from the information made available and accepts full responsibility for any such interpretation, deduction and conclusions.

7. CONFIDENTIALITY

Any information disclosed or obtained from either Council or the Tenderer about this tender must be kept strictly confidential except in the situations where disclosure is:

- (a) necessary in the process of assessing tenders, or where Council discloses all or part to any of its advisers and consultants or where Council publishes in its business papers, tender prices and other details of the tender as may be required and permitted by law.
- (b) under compulsion of law or it is already public knowledge, or
- (c) with the written consent of Council

8. COLLUSIVE TENDERING

Any participation in or condoning of a collusive activity by a Tenderer shall lead to the immediate disqualification of the Tenderer or of all Tenderers involved. Any Tenderer involved may be barred from tendering for any further contracts with Council. A collusive activity includes but is not limited to:

- (a) any agreement as to who should be the successful Tenderer;
- (b) any meeting of Tenderers to discuss their tenders prior to the submission to Council, unless Council is present at that meeting(s);
- (c) any exchange of information between Tenderers about their tenders;
- (d) any agreement for the payment of money or a reward or benefit for unsuccessful Tenderers by the successful Tenderer;
- (e) any agreement or collaboration of Tenderers to fix prices, rates of payment of industry association fees or conditions of contract;
- (f) the submission of a "cover tender", being a tender submitted as genuine but which has been deliberately priced in order not to win the contract.

9. CANVASSING SUPPORT

A Tenderer shall not directly or indirectly, discuss the tender with an elected member of Council, or canvass support from an employee of Council, at any time. Any Tenderer involved in such activity will result in their tender being rejected.

10. LEVIES & TAXES

A Tender shall:

- (a) where applicable, make allowance for the payment of payroll tax.
- (b) if the project is building and construction related, make no allowance for any long service levy payable to the Long Service Payments Corporation.
- (c) provide the tenderer's ABN and documented evidence of its registration for GST.

11. SUBMISSION PROCEDURE

11.1 Requirements

A tender must be in writing and be **COMPLETE**. It must contain the documents, information and details required including all *Schedules* and a *Tenderer's Declaration* filled out and properly signed. It must be lodged in the Tender Box, unless otherwise specified in the *Information to Tenderers*.

11.2 Tender Box Lodgement

The tender shall be either:

- (a) uploaded via the electronic Tender Box at www.tenderlink.com/newcastle/; or
- (b) posted to the address of the Council shown in the tender document so that it is received not later than the deadline for the closing of tenders; or
- (c) placed in the physical Tender Box located at the address of the Council shown in the tender document not later than the deadline.

The tender shall be parcelled and all its parts placed and delivered in a sealed envelope **clearly displaying the Contract Number and the project title**.

Council will only consider a late tender (received after the deadline) where the Tenderer is able to verify that the tender document was posted or lodged at a Post Office or other recognised delivery agency in sufficient time to enable the document to have been received by Council before the deadline in the ordinary course of business.

11.3 Tender Box Lodgement by Facsimile Machine

A tender may be transmitted to Council by facsimile machine. A tender may also be transmitted by other electronic means (see clause 11.2(a)) but **only if** that means of transmission is specified in the *Information to Tenderers*.

To maintain confidentiality, an authorised Council employee will place the tender in a sealed envelope and deposit it in the Tender Box.

Council will only consider a tender transmitted to it by these means if the transmission was received before the deadline for the closing of the tenders and is **COMPLETE**. Any delay or loss of data resulting from electronic equipment malfunction or unavailability is at the risk of the Tenderer.

11.4 Formal Confirmations

Where, in addition to a tender transmitted by facsimile machine, the Tenderer is required to submit a formal tender document, then Council is not obliged to consider the tender unless:

- (a) confirmation is shown that the formal tender documents and all other requisite essential information were posted or lodged at a Post Office or other recognised delivery agency before the deadline; and
- (b) those are received within such time as nominated in the *Information to Tenderers* lodgement method.

The original tender document shall be parcelled and all its parts posted or lodged together in a sealed envelope **clearly displaying the Contract Number and the project title**. It shall be directed to the address of the Council shown in tender document.

12. OPENING OF TENDERS

Council will not open tenders until immediately after the closing time.

Where the contract value is greater than \$250,000:

1. the electronic Tender Box will be opened(downloaded) by a designated Council Officer in the presence of at least two persons appointed by the General Manager of Council.
2. the physical Tender Box will be opened by a designated Council Officer in the presence of at least two persons appointed by the General Manager of Council. Any member of the public may attend this opening of tenders.
3. As soon as practicable after the tenders have been opened, the designated Council Officer must:
 - (a) prepare a tender list specifying, in alphabetical order, the names of the tenderers; and

- (b) immediately display the list in a place where it can be readily seen by members of the public.

13. ASSESSMENT AND ACCEPTANCE

Tenders will be assessed against the assessment criteria shown in the tender document.

Once submitted, a tender may only be varied to provide further information by way of explanation or clarification or to correct a mistake or anomaly. Such variations shall not substantially alter the original tender.

Council will advise the successful Tenderer in writing by posting a "*Notice of Acceptance of Tender*" letter and/or a Purchase Order. For projects more than \$250,000, unsuccessful Tenderers will be advised in writing that their tenders have not been accepted.

In the event of acceptance of the tender, the "*Notice of Acceptance of Tender*", the Purchase Order, the "*General Conditions of Contract*" including "*Annexures*" to those conditions any "*Special Conditions of Contract*" (or "*Preliminaries*") and the "*Specification*" (including any drawings) and other documents including those submitted by the Tenderer will, until execution of a contract, constitute the only agreement between Council and the successful Tenderer.

14. NON-CONFORMING TENDERS

The Tenderer **MUST** submit a conforming tender.

If the Tenderer:

- (a) fails to properly complete the *Tenderer's Declaration* and all *Schedules*; or
- (b) includes terms and conditions which are contrary to the stated terms and conditions;

then at the discretion of Council, the tender shall be deemed to be non-conforming and will not be considered.

15. ALTERNATIVE PROPOSALS

Alternative proposals may be submitted in addition to a conforming tender. The alternative proposal must:

- (a) clearly set out the benefits of the proposal and how it differs from the conforming tender; and
- (b) not constitute a substantial variation but satisfy the basic commercial and performance objectives, technical and legal requirements.

16. PRE-TENDER MEETING

If nominated in the tender advertisement, a pre-tender meeting will be held on the date, at the time and place nominated. The Project Officer will be available at that time to answer any Tenderer's queries regarding the proposed contract. The meeting will be minuted and the minutes forwarded to all Tenderers and shall become part of the tender document.

If the meeting is designated as mandatory, a tenderer's failure to attend the meeting will result in its tender not being considered.

17. ECOLOGICALLY SUSTAINABLE DEVELOPMENT

As required under the *Local Government Act 1993*, Council is committed to Ecologically Sustainable Development (ESD) which aims at purchasing goods and services with the most beneficial environmental impact

and through the use of contractors and suppliers who have a demonstrable commitment to ESD.

A tender may be rejected if a Tenderer is involved, or was at any time in the preceding 12 months involved in an activity in such a manner which is contrary to the principles of ESD and the potential cost of rejecting the tender is considered by Council to be acceptable having regard to the wider public interest in balancing value for money against promoting the principles of ESD.

In this clause:

"Tenderer" means any of the following:

- (a) the person submitting the tender;
- (b) the person which will perform the contract if the tender is accepted;
- (c) a 'parent', 'child' or 'sibling' entity (within the meaning of the Corporations Law) of the person submitting the tender;
- (d) a 'parent', 'child' or 'sibling' entity (within the meaning of the Corporations Law) of the person which will perform the contract if the tender is accepted.

"involved" means carrying out or causing (i.e. contracting) an activity to be carried out, to a degree which Council considers to be significant.

"activity" means any of the following - uranium mining, the nuclear industry (including nuclear energy, nuclear waste or the production of nuclear weapons, but excluding nuclear medicine), wood-chipping of Australian native forests or harvesting of rain forest timbers.

18. INDUCTION TRAINING

Where directed, the successful Tenderer and any person engaged by it or its sub-contractors will be required to undergo any of the following induction's prior to commencing any work on any Council sites:

- (a) environmental induction training.
- (b) WHS induction training – general (Council).
- (c) WHS induction training – construction work (general, work activity & site specific as required).

19. LOCAL GOVERNMENT (GENERAL) REGULATION 2005

For a tender with an estimated value of over \$150,000, tenderers are strongly advised to read Part 7 of the *Local Government (General) Regulation 2005* before preparing a tender. Copies of this legislation can be obtained from Council Libraries or from the internet site – <https://legislation.nsw.gov.au/#/view/regulation/2005/487/part7>.

SPECIAL CONDITION OF CONTRACT

SC 2 – CONTRACTOR DECLARATION

1. INTERPRETATION

In these Special Conditions of Contract unless the context otherwise requires:

"Construction Work" has the same meaning as defined in the *Building and Construction Industry Security of Payments Act 1999*.

"Service Provider" and **"Contractor"** and **"Consultant"** have equal meaning.

"Supporting Statement" means a statement that is in the form approved by the Principal and that includes a declaration to the effect that all subcontractors, if any, have been paid all amounts that have become due and payable in relation to the Construction Work concerned.

"Written Statement" means a form prepared for the purpose of section 175B of the *Workers Compensation Act 1987*, Schedule 2 Part 5 of the *Pay-roll Tax Act 2007* and section 127 of the *Industrial Relations Act 1996*.

2. GENERAL

The Service Provider is to provide Written Statement(s) to the Principal for the purpose of relieving the Principal of liability for workers compensation premiums, pay-roll tax and remuneration payable by the Service Provider.

Where the Service involves Construction Work, the Service Provider is also to provide Supporting Statement(s) to the Principal for the purposes of making payment claims under the *Building and Security of Payments Act 1999*.

3. FORM OF DECLARATION

The Service Provider shall use the following template in providing a Written Statement to the Principal:

www.revenue.nsw.gov.au/help-centre/resources-library/opt011.pdf

The Service Provider shall use the following template in providing a Supporting Statement to the Principal:

www.fairtrading.nsw.gov.au/_data/assets/word_doc/0010/595576/Supporting-Statement-by-Head-Contractor.docx

4. SUPPORTING STATEMENT

When lodging a payment claim under the *Building and Construction Industry Security of Payments Act 1999*, the Service Provider must include a Supporting Statement with the payment claim.

No payment will become due to the Service Provider before the expiration of 10 business days from the date the Service Provider gives the Principal's Representative the payment claim and attached Supporting Statement.

If the Service Provider fails to give the Principal a Supporting Statement with the payment claim, the Principal may withhold payment to the Service Provider until the Supporting Statement is provided.

The Principal may request further information from the Service Provider in relation to any payment claim. The Service Provider must provide the further information within the time and in the form requested by the Principal.

5. WRITTEN STATEMENT

When requested by the Principal, the Service Provider shall give the Principal's Representative a Written Statement in the form set out by the Principal.

A representative of the Service Provider who is in a position to know the facts and has the authority to attest to those facts on behalf of the Service Provider must declare in the Written Statement that:

- (a) The Service Provider has paid all worker's compensation insurance premiums payable in connection with this Agreement;
- (b) The Service Provider has paid all pay-roll tax due in respect of its employees for work done under this Agreement during the Contract Term;
- (c) All wages and allowances owing to any of its employees have been paid;
- (d) All amounts due to any party to which it has subcontracted any of its rights and obligations under this Agreement have been paid;
- (e) All payments in respect of its plant and equipment have been made;
- (f) It has received a Written Statement from each of its subcontractors (if any) in relation to this Agreement.

No payment will become due to the Service Provider before the expiration of 10 business days from the date the Service Provider gives the Principal's Representative the Written Statement.

If the Service Provider fails to give the Principal a Written Statement, the Principal may withhold payment to the Service Provider until the Written Statement is provided.

If any moneys are shown as unpaid in the Written Statement, the Principal may withhold payment to the Service Provider of the moneys so shown.

6. PAYMENTS TO SUBCONTRACTOR OR SUPPLIER

At the request of the Service Provider and out of moneys due and payable to the Service Provider, the Principal may, on behalf of the Service Provider, make payments directly to a worker, subcontractor or supplier.

If a worker, subcontractor or supplier obtains a court order in respect of moneys payable to them in respect of their employment or materials supplied or work performed under the Agreement, and produces the court order and a statutory declaration that it remains unpaid, the Principal may pay the amount of the order and costs included in the order to the worker, subcontractor or supplier, and the amount paid shall be a debt due from the Service Provider to the Principal.

After the making of a winding up order in respect of the Service Provider, the Principal shall not make any payment to a worker, subcontractor or supplier without the concurrence of the liquidator.

SPECIAL CONDITION OF CONTRACT

SC 3P - SAFETY MANAGEMENT

1. DEFINITIONS

In these Special Conditions of Contract unless the context otherwise requires:

"**Construction Work**" has the same meaning as in the *Work Health & Safety Regulation 2017*;

"**Principal Contractor**" has the same meaning as in the *Work Health & Safety Regulation 2017*;

2. GENERAL

The Service Provider shall be responsible for providing for a safe workplace in accordance with the *Work Health & Safety Act, 2011* and *Work Health & Safety Regulation 2017* ("WH&S Acts").

In addition to any statutory provisions relating to the health, safety and welfare of employees (including but not limited to the WH&S Acts), the Service Provider shall have a pro-active and systems management approach to WH&S and rehabilitation matters and shall comply with the requirements of these Special Conditions of Contract.

3. PRINCIPAL CONTRACTOR

In relation to all Construction Work associated with this Agreement the Service Provider is appointed as the Principal Contractor and accepts all the obligations associated with this role under the *Work Health & Safety Regulation 2017*.

4. RISK ASSESSMENT AND SAFETY MANAGEMENT PLAN

The Service Provider shall prepare and submit a Job Specific Risk Assessment and Safety Management Plan to the Principal's Representative. The Risk Assessment shall record the risks relating to the operation of equipment and work undertaken. The Safety Management Plan must describe the risk control methods to be employed by the Service Provider.

The completed Risk Assessment and Safety Management Plan shall be submitted to the Principal's Representative no later than 5 Days prior to commencement of the Service under the Agreement.

5. STANDARD OPERATING PROCEDURES

(Safe Work Method Statements or Work Activity Briefings)

The Service Provider shall prepare and submit to the Principal's Representative, standard operating procedures (work method statements) for all work activities with a significant risk.

Included in the safe operating procedures descriptions of:

- (a) the respective work activity;
- (b) the potential risks associated with the work activity;
- (c) the risk control measures to be adopted to control the risks.

6. NOTIFICATIONS OF INCIDENTS

The Service Provider must immediately advise the Principal's Representative of:

- a) any accident involving death of or personal injury to any person;
- b) any occurrence (whether or not injury is sustained) requiring the completion of a SafeWork NSW Incident Report;
- c) any accident involving loss of time or incident with accident potential such as equipment failure, slides, cave-in and the like;
- d) any safety breaches issued by SafeWork NSW;
- e) any safety dispute between the Service Provider and its employees agents or subcontractors.

If requested, the Service Provider must furnish a written report in the form directed by the Principal's Representative. The Service Provider must, as soon as practicable after notification of any safety breach or hazard, take all measures necessary to remedy that breach or hazard.

7. WORK HEALTH AND SAFETY DISPUTES

Where an unsafe condition exists on the site, work shall continue in all areas not affected by the condition and the Service Provider shall act promptly to rectify the unsafe conditions.

Where a safety dispute can not be resolved by the Service Provider and its employees on the site, the matter shall be determined by SafeWork NSW Inspectors in accordance with the *Work Health & Safety Act 2011*.

The Principal's Representative shall be notified immediately of any safety disputes.

8. INDUCTION

(i) Construction Industry Induction Training

Prior to commencement of Construction Works, it shall be mandatory that the Service Provider and any person engaged by it or its agents or subcontractors in connection with the execution of the works or services, complete both the General WHS Induction Training and the WHS Work Activity Induction Training as specified under the *Work Health & Safety Regulation, 2017*.

Prior to commencement of work, the Service Provider shall submit to the Principal's Representative in writing, verification that its employees, subcontractors and agents have undertaken the required WHS induction training. Verification will include the names of employees, subcontractors and agents and the nature of the construction work activity.

(ii) Principal's Site Specific Induction Training

It shall be mandatory that the Service Provider and any person engaged by it or its agents, or subcontractors complete the Principal's Site Specific WH&S Induction Training before the commencement of any site work or services involving site work. This training shall be provided free of charge by the Principal. This requirement also applies to Construction Industry work.

9. INSPECTIONS

The Principal at its own cost shall be entitled to conduct safety inspections or systems audits at any time. The Service Provider shall, for the purpose of a performance audit by the Principal, provide all WH&S performance statistics upon request.

The Service Provider's Representative shall attend any audit by the Principal. The Principal shall give sufficient notice of any WH&S audit.

10. SAFETY MANAGEMENT POLICIES & SYSTEMS

The Principal requires that the Service Provider has in place safety management policies and procedures to systematically manage their workplace health and safety obligations.

For small-scale Service Providers (ie. <6 employees) an example of a suitable safety management procedure system is the *SafeWork NSW Housing Industry Site Safety Pack*. This is available on the internet at:

www.safework.nsw.gov.au/_data/assets/pdf_file/0003/52734/SW08498-Housing-industry-site-safety-pack.pdf

11. EQUIPMENT

The operation of any equipment or plant (including vehicles with specialist fittings) shall be in accordance with the Principal's policies on the use of such equipment and plant. These policies may require that all plant must comply with the relevant parts of the NSW Roads & Maritime Services TPR-G22 Specification. This is available on the internet at www.rms.nsw.gov.au/business-industry/partners-suppliers/documents/specifications/tpr-g22.pdf.

Prior to commencement of the works or services, the Service Provider comply with the specific requirements of the policies relating to:

- a) submission of inspection certificates for equipment;
- b) submission of operator certificate of competency and/or training;
- c) requirements for hazard identification, risk assessment and control of risk and submission of safe operating procedures where directed by the Principal's Representative;
- d) Service Provider's WH&S duties with respect to equipment and operators.

12. SUSPENSION

The Principal's Representative may, without limiting any right that the Principal may have under the Agreement, direct the Service Provider to suspend the performance of the Agreement until such time as the Service Provider satisfies the Principal's Representative that it is willing and able to perform the Agreement in accordance with its obligations under this Special Condition of Contract and without endangering the health and safety of the Service Provider's employees or subcontractors, the Principal's staff or the public.

The Principal is not required to make any payment to the Service Provider in respect of any period for which the performance of the Agreement is suspended in accordance with this Clause.

SPECIAL CONDITIONS OF CONTRACT

SC 5 – ENVIRONMENTAL REQUIREMENTS

1 ECOLOGICALLY SUSTAINABLE DEVELOPMENT (ESD)

The Principal is committed to Ecological Sustainable Development (ESD) as required under the *Local Government Act 1993*, that is competitiveness through environmental, as well as social and economic aspects.

In addition to complying with all statutory requirements, including the *Protection of the Environment Act 1997*, the Service Provider where required must comply with the Principal's ESD requirements.

2 SUSTAINABLE DEVELOPMENT

2.1 Restricted Timbers

The Service Provider shall not use the following timbers or their products for work under the Agreement:

- (a) rainforest species timbers, unless certification is provided that they are plantation grown;
- (b) timber from Australian high conservation forests.

Certification of the source of the timbers used under the Contract will be required.

2.2 Packaging

In accordance with the State Government Waste Reduction and Procurement Policy for Local Government, the Service Provider must endeavour to have a strategy for the return of unwanted packaging materials and the use of recycled materials.

3 ENVIRONMENTAL CONTROL

3.1 The Service Provider shall comply with *Protection of the Environment Operations Act, 1997* at all times with respect to pollution from noise, air, water, land and waste sources.

The Service Provider must be able to respond immediately to any situation where environmental harm is taking place.

Trucking

All trucks leaving the Site with earth, material or loose debris shall be loaded in a manner that will prevent wind blown emissions and dropping of materials on streets and shall have suitable tarpaulins fastened over the load before leaving the Site. Trucks bringing earth or materials to the site shall be similarly loaded and covered.

The Service Provider shall ensure that the wheels, track and body surfaces of all vehicles and plant leaving the site are free of mud and that mud is not carried on to adjacent paved streets or other areas.

The Service Provider shall comply with all relevant transport and traffic legislation.

Dirt Dust and Water

Adjoining owners, residents and the public shall be protected against dust, dirt and water nuisance.

Levels of dust generated by the Service Provider's operations outside contaminant areas shall be NIL at all times.

The costs of providing measures that may need to be undertaken to control dust levels shall be deemed to be included in the contract sum.

Noise Control and Vibration

The Service Provider shall comply with noise and vibration criteria resulting from its activities. All construction equipment shall be fitted with noise suppressors and used so that noise is minimised.

Erosion and Sediment Control

The Service Provider shall comply with the requirements of the NSW Department of Housing's "*Managing Urban Stormwater: Soils and Construction*".

Restoration of Site

The Service Provider shall reinstate to the satisfaction of the Principal's Representative all areas disturbed by the Service Provider. Restoration shall include remediation of any ground contaminated by incidents such as oil or fuel spills (particularly in fuel storage areas), appropriate revegetation and any other measures to restore the land to a condition at least similar to the existing conditions before disturbance.

Waste Management

The Service Provider shall dispose of and be solely responsible for disposal of all solid, liquid and gaseous contaminants, in accordance with the requirements of the New South Wales Environment Protection Authority (EPA), as well as local and regional statutory authorities.

Effluent from the amenities for which the Service Provider is responsible shall be discharged into the local sewerage system, where available. Otherwise, septic tanks and portable self-contained toilets of suitable capacity may be used subject to acceptable arrangements for disposal of the effluent. Pit toilets are not permitted.

Littering or dumping of unwanted waste or disposal of surplus construction materials including bitumen, asphalt or concrete on any land on or around the site is not permitted.

Appropriate receptacles must be provided by the Service Provider for depositing of litter and other waste materials, and their contents disposed off site to a suitable waste disposal station on a regular basis. The disposal of chemical, fuel and lubricant containers, solid and liquid wastes shall be in accordance with the requirements of the EPA, as well as local and regional statutory authorities.

The Service Provider must recycle and divert from landfill surplus soil, rock and other excavated or demolition materials, wherever this is practical. In addition, the Service Provider must separately collect and stream quantities of waste concrete, bricks, blocks, timber, metals, plasterboard, paper and packaging, glass and plastics and offer them for recycling where practical.

Subject to the forgoing, all waste shall be removed from the site to approved locations. The Service Provider shall not unlawfully spill, leak or emit environmentally harmful or ozone depleting substances.

Waste Management Monitoring

Where directed by the Principal's Representative, the Service Provider shall monitor waste values and record their method of disposal and whether or not that location was a place that could lawfully be used as a waste facility for that waste.

3.2 Reporting

The Service Provider must report to the appropriate regulatory authority any pollution incident that causes, or is likely to cause material harm to the environment.

Any fines imposed by any regulatory authority for any offence shall be borne by the Service Provider.

3.3. Final Clean-Up

Unless otherwise directed by the Principal's Representative, the Service Provider shall be responsible for the restoration and final clean up of any Site disturbed by it, to the satisfaction of the Principal's Representative. This shall include repairing or making good any damage caused by the Service Provider.

4 ENVIRONMENTAL MANAGEMENT PLANS

Where the project has a value in excess of \$100,000, or where required in the Technical Specification, the Service Provider shall prepare and submit for review and comment by the Principal's Representative, a site specific Environmental Management Plan (EMP) no latter than 10 Days prior to the commencement of relevant works to demonstrate how it intends to address the environmental issues and the steps it will employ to safe guard the environment of all work sites.

The EMP must clearly identify what environmental risks are involved in the project, what is the plan to control these risks, who is responsible for ensuring the plan is followed and what to do and who to contact if there is an incident.

The EMP shall be subject to audit by the Principal's Representative during the period of the Agreement.

4.1 Compliance

The EMP shall be developed to ensure that the Service Provider and its subcontractors are aware of their contractual and statutory obligations and that the environmental risks are properly managed.

4.2 Key Elements of the EMP

The EMP shall address as a minimum standard, the following key elements:

Commitment and Policy

The EMP shall include a statement of objectives.

Planning

A listing of the environmental aspects and impacts associated with the work, including:

- (a) Specific undertakings arising from the environmental impact assessment;
- (b) Consent conditions;
- (c) Pollution Control Approvals and any conditions attached to the Approvals;
- (d) Statutory obligations;
- (e) Environmental risks; and
- (f) Emergency response procedures.

Implementation

- (a) Documentation of the measures to be taken to control the identified environmental impacts. These measures are subject to review by the Principal's Representative.
- (b) A statement of the respective environmental responsibilities of the Service Provider and its subcontractors.

Measurement, Evaluation and Review

The monitoring and audit procedures including provisions for corrective action.

5 PROJECTS IN EXCESS OF \$10 MILLION

5.1 Environmental Management Plans

In addition to other requirements, the EMP shall also address:

- (a) Assignment of corporate responsibilities for implementing, maintaining or monitoring each environmental requirement.
- (b) Assignment of individual responsibilities for implementing, maintaining or monitoring each environmental requirement.
- (c) Procedures and instructions for implementing, maintaining or monitoring each environmental requirement.
- (d) Administrative and supervisory arrangements, responsibilities and accountabilities (eg. supervisory protocols; provision of a site environmental manager; management of subcontractors, training of site staff; submission of regular reports on the implementation of the EMP; compliance bonds and penalties for non-compliance).
- (e) Cross-references to other environmental management documents (eg. landscape plans, soil and water management plans, statements of heritage significance, incident management plans).
- (f) Emergency response procedures.

5.2 Environmental Management Systems

The Service Provider shall have an Environmental Management System (EMS) as part of its overall management system. The EMS shall establish, maintain and document procedures used by the Service Provider, that ensure environmental issues are identified and managed. It shall be subject to review and audit by the Principal's Representative during the period of the Agreement.

The Service Provider shall submit comprehensive details of its EMS for the review and comment of the Principal's Representative within 30 Days of the Letter of Acceptance.

The EMS shall conform to AS/NZ ISO 14001.

SPECIAL CONDITIONS OF CONTRACT

SC 6 - BUILDING AND CONSTRUCTION WORK GENERAL

1 SITE INFORMATION SUPPLIED BY THE PRINCIPAL

Site Conditions

The Principal does not represent that information made available shows completely the existing site conditions. The Principal is not responsible for any interpretation, deductions and conclusions made by the Service Provider from the information made available and the Service Provider shall accept full responsibility for any such interpretations, deductions or conclusions.

Indemnity

If the Service Provider supplied to anyone else, including a subcontractor any information supplied by the Principal, the Service Provider shall indemnify the Principal against any claim by that person arising out of errors or omissions or the misleading nature of the advice.

2 EXISTING SERVICES

Generally

Existing services (such as drains, watercourses, public utility and other services) that are damaged in the course of performing the Works, shall be dealt with as follows:

- (a) if the service is to be continued: repair, divert, relocate as required;
- (b) if the service is to be abandoned: cut and seal or disconnect and make safe as required.

Responsibility

Where an existing service which is identified by the Principal, is damaged by the Service Provider or its Sub-Contractor for any reason whatsoever, the Service Provider shall bear all costs and any delays in repairing or disconnecting the service.

Notification

Notify the Principal's Representative immediately upon the discovery of:

- (a) any damaged services, or
- (b) services obstructing the Works not shown in the Agreement documents.

3 HAZARDOUS SUBSTANCES

Definition

Hazardous Substance means a substance that is listed in the document entitled "*List of Designated Hazardous Substances*" published by Worksafe Australia; or a substance that fits the criteria for a hazardous substance set out in the document entitled "*Approved Criteria for Classifying Hazardous Substances*" also published by Worksafe Australia.

Asbestos, material containing asbestos, polychlorinated biphenyl (PCB) and lead based paints are recognised as hazardous substances. Other substances in certain situations are also considered hazardous and therefore require controlled handling.

Examples are glues, solvents, cleaning agents, paints, and water treatment chemicals.

Work involving stone, rock, concrete, masonry and such materials containing silica, is work under the Agreement whether explicitly identified in the Specification or not. The Service Provider is responsible for the control of any hazard which may arise from the presence of silica.

Response to Unexpected Discovery

If any hazardous substance not specified in work under the Agreement is discovered on the Site, the Service Provider must suspend all work which may result in exposure to such hazardous substance and notify the Principal's Representative immediately of the type of substance and its location.

With the initial notification, or as soon as practicable thereafter, submit details, including:

- (a) the additional work and additional resources the Service Provider estimates to be necessary to deal with the substance so that work and subsequent use of the works may proceed safely and without risk to health;
- (b) the time the Service Provider anticipates will be required to deal with the substance and the expected delay in achieving practical completion;
- (c) the Service Provider's estimate of the cost of the measures necessary to deal with the substance;
- (d) other details reasonably required by the Principal's Representative.

The Service Provider must, in planning and carrying out any work dealing with the substance take all reasonable steps:

to carry out the work concurrently with other work wherever possible; and

to otherwise minimise effects of the work on the date for practical completion.

Responsibility for Decontamination

Control and decontamination of any hazardous substances is the responsibility of:

- (a) the Principal, in respect of any such substances not identified in the Agreement Documents, which are discovered on the Site;
- (b) the Service Provider, in respect of any such substances identified in the Agreement Documents.

Decontamination by Principal

Where the Principal will be responsible for the control and decontamination of any hazardous substances, the Principal's Representative may suspend the whole or any part of the Works until the hazardous substances are isolated or removed.

Decontamination by Service Provider

Where the Service Provider is responsible for the control and decontamination of hazardous substances, handle, use, isolate, remove and dispose of such substances in accordance with all statutory requirements.

The Environmental Protection Authority or Waste Service NSW may advise of suitable disposal sites.

Working Hours

When the Service Provider is required to decontaminate hazardous substances on occupied Sites, all such decontamination shall be carried out outside normal hours of occupation, unless otherwise approved in writing by the Principal's Representative.

4 SITE SECURITY

The works shall be left in a secure condition at all times to prevent trespass, theft, or other offence within the building and site.

5 STANDARDS

Requirement

Where the Agreement requires compliance with a Standard or Code, unless otherwise specified, that Standard or Code shall be one current at the closing date for tenders, except for the Building Code of Australia, which shall be the one current at the Date of Practical Completion.

6 TESTING

Independent Testing Authority

Any testing required to be by an independent authority shall be carried out by an authority registered with the National Association of Testing Authorities Australia (NATA) to perform the specified testing.

7 RECYCLED MATERIALS

Recycled materials may be used instead of new materials provided the Principal's Representative has given prior approval in writing for such use.

8 PROPRIETARY ITEMS

Implication

The identification by the Principal of a proprietary item shall not necessarily imply exclusive preference for the item so identified, but shall be deemed to indicate the required properties of the item, such as type, quality, appearance, finish, method of construction, performance and the like.

Alternative Offer

The Service Provider may offer, by written application, for an alternative to any proprietary item. The application shall be accompanied by all available technical information and shall describe how, if at all, the alternative differs from the proprietary item and how it will affect other parts of the Works and performance of the Works.

Contrary Provision

Except to the extent that the approval, if any, of the Principal's Representative includes a contrary provision, the approval shall be deemed to include the conditions that:

- the variation shall not directly or indirectly result in any increase in the cost of the Works to the Principal;
- the Service Provider shall indemnify the Principal against any increase in costs;
- the variation shall not directly or indirectly cause any delay to the work under the Contract and if it does, the Service Provider will compensate the Principal for any loss which the delay causes.

9 GUARANTEES

The Service Provider shall obtain, and shall ensure that the Principal will have the benefit of, warranties or guarantees as specified in the Contract or offered by suppliers, including warranties or guarantees that are obtained by, or offered to the subcontractors of the Service Provider.

10 EXPRESS WARRANTY ON COMPLIANCE

The Service Provider expressly warrants that what the Service Provider supplies or constructs will meet the requirements of the documents supplied by the Principal, unless the Service Provider has expressly warned the Principal in the tender that what the Service Provider offers will not meet some of these requirements.

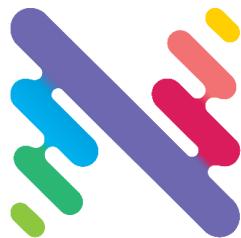
11 CODES OF PRACTICE

The Service Provider shall observe and be bound by all relevant codes of Practice, including the Code of Practice for the Construction Industry. No claim shall be made by the Service Provider for, and the Service Provider agrees to indemnify and keep indemnified the Principal in respect of, anything arising out of its failure to comply with the Codes.

12 UNFIXED PLANT AND MATERIALS

The Service Provider shall not be entitled to payment for plant or materials not incorporated in the Service, unless the Service Provider establishes to the satisfaction of the Principal that:

- (a) such plant and materials have reasonably been delivered to the Site;
- (b) ownership of such plant and materials will pass to the Principal upon the making of the payment claimed; and
- (c) such plant or materials are properly stored, labelled the property of the Principal and adequately protected.



General Conditions of Contract

(Edition 6; April 2020) ©

CONTENTS

- | | |
|---|---|
| 1. INTERPRETATIONS | 22. DELAYS & EXTENSIONS OF TIME |
| 2. GOVERNING LAW | 23. UNLOADING OF MATERIALS & GOODS |
| 3. STATUTORY & OTHER REQUIREMENTS | 24. NOTICE OF COMPLETION FOR SERVICE INVOLVING CONSTRUCTION |
| 4. LIQUIDATED DAMAGES | 25. ACCEPTANCE & REJECTION |
| 5. PRINCIPAL'S OBLIGATIONS | 26. EXTENSION OF CONTRACT TERM |
| 6. RELATIONSHIP WITH THE PRINCIPAL | 27. PAYMENT & RETENTION |
| 7. CARE OF THE PRINCIPAL'S MATERIALS & OTHER PROPERTY | 28. VARIATIONS |
| 8. NOTICES | 29. TERMINATION |
| 9. DISCREPANCIES IN INFORMATION | 30. LATENT SITE CONDITIONS |
| 10. ALTERATIONS FROM APPROVED DOCUMENTS | 31. WARRANTY PERIOD & DEFECTS |
| 11. OBTAIN ALL NECESSARY APPROVALS | 32. SERVICE PROVIDER'S WARRANTIES |
| 12. SECURITY | 33. CONFIDENTIALITY & PRIVACY |
| 13. SUBCONTRACTING OR ASSIGNMENT | 34. INTELLECTUAL PROPERTY |
| 14. CONFLICT OF INTEREST | 35. INDEMNITY |
| 15. STANDARD OF CARE | 36. INSURANCE |
| 16. PERSONNEL | 37. SAFETY MANAGEMENT |
| 17. HOURS OF WORK | 38. ENVIRONMENTAL REQUIREMENTS |
| 18. KEEPING OF RECORDS | 39. DISPUTES |
| 19. REPORTS | 40. WAIVER |
| 20. INSPECTION | 41. SURVIVING OBLIGATIONS |
| 21. DECLARATION OF WAGES | |

(This document was developed in association with the Hunter Joint Organisation of Councils)

GENERAL CONDITIONS OF CONTRACT

1. INTERPRETATION

1.1 In these General Conditions of Contract (**Conditions**) unless the context otherwise requires:

"Acceptance" means a notice of acceptance by the Principal to the Service Provider under Clause 25;

"Agreement" (or **"Contract"**) means the written agreement between the Principal and the Service Provider, dated, together with the documents referred there to in;

"Contract Sum" (or **"Purchase Price"** or **"Service Fee"**) means the lump sum in Australian Dollars set out or calculated in accordance with unit prices or service rates stated in the Purchase Order or the Agreement;

"Contract Term" means the initial term of the Agreement and any period for which the operation of the Agreement is extended;

"Date for Delivery" is the date stated by which delivery or provision of the Service must be effected or completed by the Service Provider;

"Day" means business day, that is not Saturday or Sunday or public holiday for the Principal's employees;

"Equipment" means, but not limited to, all vehicles, trucks, plant, equipment and tools provided or used by the Service Provider;

"Information" means all information, including documents or data however held, stored or recorded, drawings, plans, specifications, calculations, reports, models, concepts, source codes, files, computerised data, or photographic recordings, audio or audio visual recordings;

"Intellectual Property" includes all proprietary rights in relation to Information including copyright and neighbouring rights and all proprietary rights in relation to inventions (including patents) registered and unregistered trademarks (including service marks), registered designs, confidential information (including trade secrets and know how) and circuit layouts, and all other rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields as defined in Article 2 of the *Convention Establishing the World Intellectual Property Organisation of July 1967*.

"Legislation" includes Acts of parliament (New South Wales & Commonwealth of Australia) and any subordinate legislation, rules, regulations, orders or instruments and shall include any statutory amendments, substitution or re-enactment of such legislation;

"Principal" means the Council of the City of Newcastle;

"Principal's Representative" means the person appointed by the Principal for the management of the Agreement;

"Purchase Order" means an official written order from the Principal for the provision of the Service and incorporates these Conditions;

"Regional Procurement" means Strategic Services Australia Limited, which can act as an agent (or authorised delegate) on behalf of the Principal;

"Service" means the obligations to be performed by the Service Provider in accordance with the Agreement and includes, but is not limited to, the provision of professional services, other services and the supply of any materials related to these services, materials, goods or equipment that have been described and quantified, and construction (or building) work and all related work, materials and services undertaken or provided as part of the construction (typically design, manufacture, supply, transport, delivery, unloading, erection installation, testing, commissioning, and maintenance) and all other things required to be performed by the Service Provider to conform to the Specification and these Conditions;

"Service Provider" (or **"Contractor"**) means the person bound to carry out and complete the Service and includes his executors, administrators, successors and permitted assigns of that party;

"Site" means the lands and other places to be made available to the Service Provider for the purpose of the Agreement;

"Warranty Period" (or **"Defects Liability Period"**) means the period identified under Clause 31.

1.2 In these Conditions and any Agreement, unless a contrary intention appears, a reference to:

- (a) a person includes an individual, a corporation, partnership, joint venture, governments, local government authorities and agencies;
- (b) a Special Condition of Contract, Schedule or Annexure is a reference to a Special Condition of Contract, Schedule or Annexure to the Contract and each of them forms part of the Contract;
- (c) a party to the Agreement includes the executors, administrators, successors and permitted assigns of that party.

1.3 In these Conditions clause headings are for convenience of reference only and have no effect in limiting or extending the language of the provisions to which they refer.

1.4 If a party to the Contract consists of more than one person, those persons shall be bound jointly and severally.

1.5 Except as provided at law or elsewhere in the Agreement, none of the terms of the Agreement shall be varied, waived, discharged or released except with the prior written consent of the Principal.

2. GOVERNING LAW

The Contract shall be subject to and construed in accordance with the laws, Acts and other prescribed rules applying in the State of New South Wales.

3. STATUTORY & OTHER REQUIREMENTS

The Service Provider must comply with the requirements of all Legislation of the Parliament of New South Wales and the Parliament of the Commonwealth of Australia, all relevant Australian Standards and with the lawful requirements of public and other authorities in any way affecting or applicable to the performance of its obligations.

The Service Provider (where applicable) must observe and be bound by the New South Wales Local Government Code of Practice for the Construction Industry.

4. LIQUIDATED DAMAGES

The Service Provider must perform all activities expeditiously and in accordance with any agreed contract program.

If the Service Provider does not satisfy the Date for Delivery then the Service Provider is to pay the Principal Liquidated Damages at the rate specified in the Annexure.

5. PRINCIPAL'S OBLIGATIONS

The Principal, through the Principal's Representative must give to the Service Provider timely directions, instructions, decisions and information including any approvals the Principal is required to obtain. These directions, instructions, decision and information must be confirmed in writing.

The Principal must give the Service Provider sufficient possession of the Site to allow the Service Provider to perform its obligations. The Principal is not required to give the Service Provider sole or uninterrupted possession of or access to the Site.

6. RELATIONSHIP WITH PRINCIPAL

The Service Provider must not act outside the scope of the authority conferred on it by this Agreement.

The Service Provider must take upon itself the whole risk of performing its obligations under the Agreement. The Service Provider must also comply with every and all reasonable and lawful direction of the Principal's Representative.

The Service Provider must use all reasonable efforts to inform itself of the requirements of the Principal and must regularly liaise with the Principal's Representative on progress and outcomes during the term of the Agreement.

7. CARE OF PRINCIPAL'S MATERIALS & OTHER PROPERTY

The Service Provider must protect, keep safe and secure all materials, property and information provided by the Principal. Upon the discharge of this Agreement, the Service Provider must promptly return the materials, property and information required to be returned.

The Service Provider shall make good at its' expense any damage that occurs to any materials or property while responsible for its care.

8. NOTICES

Unless otherwise provided, any notice to be given may be given by hand, facsimile, e-mail, or by pre-paid post addressed to the Principal or Service Provider at its stated address. Any notice sent by facsimile or by e-mail shall be deemed to have been served on that day. Any notice sent by post shall be deemed to have been served on the second day after posting excluding the day of posting.

9. DISCREPANCIES IN INFORMATION

The Service Provider must as soon as practicable give written notice to the Principal's Representative if information and particulars made available to it are inadequate or contain errors.

10. ALTERATIONS FROM APPROVED DOCUMENTS

The Service Provider must not make any alteration to, addition to or departure from the plans, drawings, layouts, designs, specifications, briefs or other materials previously approved, without the prior written agreement of the Principal.

11. OBTAIN ALL NECESSARY APPROVALS

The Service Provider must at its own cost obtain all approvals, authorities, licenses and permits that are required from governmental, municipal or other responsible authorities, except where the Principal has advised otherwise.

12. SECURITY

Where the Agreement requires the Service Provider to provide a security to ensure the due and proper performance of the Agreement, it shall be either:

- (a) cash; or
- (b) unconditional bank guarantee(s) issued by a trading bank licensed to carry out business in Australia, and in favour of the Principal.

The Principal may, after giving notice to the Service Provider, have recourse to the security monies in respect of any amounts owed to the Principal by the Service Provider.

Upon the commencement of any Warranty Period, the amount of security shall be reduced by the amount stated in the Annexure

At the end of any Warranty Period, the Principal must upon written request, return any security less any amounts the Service Provider is to pay the Principal.

13. SUB-CONTRACTING OR ASSIGNMENT

The Service Provider must not without the prior written approval of the Principal's Representative subcontract or assign any performance of rights or obligations under the Agreement. In giving approval the Principal may impose such terms and conditions as deemed necessary.

14. CONFLICT OF INTEREST

The Service Provider warrants that it does not hold any office or possess any property, is not engaged in any business, trade or calling and does not have any obligations by virtue of any contract or any family relationship whereby, directly or indirectly, duties or interests are or might be created in conflict with or might appear to be created in conflict with its duties and interests under this Agreement.

The Service Provider must inform the Principal of any matter which may give rise to an actual or potential conflict of interest at any time during the term or the duration and any extension beyond the term of the Agreement and the Principal may regard a conflict of interest as a breach of a fundamental term of the Agreement and may elect to terminate the Agreement.

15. STANDARD OF CARE

The Service Provider must:

- (a) perform all its obligations required by the Agreement in a diligent manner and to the standard of skill and care expected of a competent Service Provider;
- (b) exercise reasonable care during any activity to avoid damage to any utility service whether gas, water, sewer, electric power, telephone. The Service Provider shall be liable for any damage caused by it directly or indirectly including loss of profits or income arising from such damage; and
- (c) not cause any undue interference with the use of the Site or any building or public place in the vicinity of the Site by the Principal and all persons lawfully entitled to have access including other activities to be carried out concurrently on the Site.

16. PERSONNEL

The Service Provider warrants that all personnel engaged by it are appropriately qualified, competent and experienced in the provision of the type of activities connected with the Agreement.

The Principal may direct the Service Provider to immediately and permanently remove from any activity connected with the Agreement any person who in the opinion of the Principal's Representative is incompetent, negligent or otherwise unacceptable.

17. HOURS OF WORK

The customary hours of work of the Principal are between the hours stated in the Annexure and if none are stated then 7.00 am to 5.00 pm, Monday to Friday inclusive (public holidays excluded).

If the Service Provider requires to operate outside these hours, it must seek the written approval of Principal's Representative. The Service Provider must meet all costs including the costs of the Principal's supervision.

If the reason to operate outside these hours is in the interest of safety of the works or to protect life or property, the Service Provider must notify the Principal's Representative of the circumstances as early as possible. All costs of supervision by or on behalf of the Principal shall be borne by Principal.

18. KEEPING OF RECORDS

The Service Provider must keep proper records of all matters relating to the Agreement (including information stored by computer and other devices). In particular, records of inspections, testing and compliance, and records of accounts and time sheets in accordance with accounting principles applied in commercial practice in respect of its time charge billing, its expenditure and fees payable to others properly engaged in relation to the Agreement.

19. REPORTS

The Service Provider must provide the Principal's Representative with written reports on any aspect of the Agreement when requested.

20. INSPECTION

The Principal reserves the right to inspect any aspect of the Service or records kept pursuant to Clause 18, either at the Service Provider's premises or after delivery, but the Principal must not be prejudiced by the non-exercise of this right.

Any inspections by the Principal shall not relieve the Service Provider of any of its obligations under the Agreement.

21. DECLARATION OF WAGES

When required by the Principal's Representative, the Service Provider must give a Statutory Declaration in a form satisfactory to the Principal's Representative certifying that all payments have been made to any employees, agents, subcontractors and employees of subcontractors and suppliers engaged by the Service Provider.

22. DELAYS & EXTENSION OF TIME

If the Service Provider becomes aware of anything which will probably cause delay in reaching the Date for Delivery, the Service Provider must immediately notify the Principal's Representative and meet with the Principal's Representative to determine the cause of delay and the extent of any extension of time.

Where such a delay is caused by:

- (a) a direction given by the Principal's Representative (except to correct a non-conformance or in relation to a suspension of activities in connection with the Agreement); or
- (b) a breach of the Agreement by the Principal; or
- (c) any event beyond the control of the Service Provider,

the Date for Delivery is to be extended if it affects the critical path of activities of the Service.

If the Principal's Representative and the Service Provider do not agree on an extension to the Date for Delivery within 5 Days of the meeting to determine the cause of delay, then the Principal's Representative is to assess a reasonable extension of time. The Principal's Representative may for any reason and at any time extend the period for completion.

23. UNLOADING OF MATERIALS & GOODS

If requested by the Principal's Representative, the Service Provider must give reasonable notice of the date it will effect delivery of materials and goods.

Delivery shall include the cost of unloading and shall be the responsibility of the Service Provider. Unloading shall be in an approved location and manner.

24. NOTICE OF COMPLETION FOR SERVICES INVOLVING CONSTRUCTION

The Service Provider must in writing give reasonable notice to the Principal's Representative when, in the Service Provider's opinion, the construction work has reached completion, is free of omissions or defects and is capable of use for its intended purpose.

25. ACCEPTANCE & REJECTION

If the Service conforms to the requirements of the Agreement (or any samples if any) the Principal's Representative shall promptly acknowledge acceptance of the Service by written notice to the Service Provider.

If the Service does not conform or contains omissions or defects, the Principal's Representative may reject the Service within 25 Days by written notice to the Service Provider giving reasons for rejection. If the Principal's Representative does not accept or reject the Service within 25 Days of delivery by written notice, or the Principal uses the Service (other than for the purpose of acceptance testing) it shall be deemed to be accepted.

The Service Provider must at its cost, collect and remove or rectify all rejected materials, goods or work by the date advised by the Principal's Representative. Alternatively, the Principal's Representative may remove, return or store or rectify the rejected materials, goods or work at the Service Provider's expense.

Ownership and risk shall pass to the Principal when accepted in accordance with this clause.

26. EXTENSION OF CONTRACT TERM

The Principal may, at its option, extend the operation of this Agreement beyond the Initial Contract Term for a period that is not more than the maximum period specified in the Annexure from the end of the initial contract term. The Principal must give the period of notice specified in the Annexure prior to the end of the initial contract term of its intention to extend the operation of this Agreement.

27. PAYMENT & RETENTION

27.1 General

The Principal will pay the Contract Sum to the Service Provider for the Service performed and accepted in accordance with this Agreement.

27.2 Costs, Fees and Expenses

The Contract Sum is inclusive of all expenses of the Service Provider, including costs of delivery, insurance, duties, imposts and taxes, all of which shall be paid by the Service Provider. Unless otherwise provided, no payment will be made for travelling to or from the Site.

Prices or fees shall not be subject to price variation (rise & fall) unless otherwise provided in the Agreement.

27.3 Claims for Payment

The Service Provider must provide the Principal's Representative with a payment claim in the form of a valid tax invoice or adjustment note, in respect of the Service performed and accepted.

If the Principal and the Service Provider agree that the Principal prepares a "Recipient Created Tax Invoice (RCTI)" the Service Provider must instead complete and provide the Principal Representative with valid timesheets in respect of the Service delivered, accepted or completed as certified by the Principal's Representative.

27.4 Goods and Service Tax (GST)

The Service Provider must have an Australian Business Number (ABN), be registered for GST under the GST law and comply with the requirements of a "valid tax invoice", "adjustment note" or RCTI as defined under this law.

The price or fees may be varied based upon the net financial impact of the GST and any future GST related taxation reform during the period of the Agreement.

If the Service Provider fails to provide an ABN on any tax invoice or adjustment note, the Principal may be required to withhold from the payment an amount of tax calculated in accordance with the relevant taxation act or regulation.

27.5 Time for Payment

Subject to Clause 27.8 the Principal shall pay to the Service Provider the invoiced amount within 25 Days of the receipt of a payment claim if the claim is certified by the Principal's Representative as being correct.

27.6 Disputed Claims – Non Construction Industry

If the Principal's Representative disputes the payment claim amount, the amount the Principal's Representative believes is due for payment shall be paid by the Principal and the liability for payment of the balance of the amount shall be determined in accordance with the provisions of the Agreement.

27.7 Disputed Claims – Construction Industry

If the Principal's Representative disputes the payment claim amount, the Principal's Representative shall issue the Service Provider a "payment schedule" within 10 Days. The payment schedule shall:

- identify the payment claim to which it relates;
- indicate the amount of payment that the Principal proposes to make (the "scheduled amount");
- indicate why the scheduled amount is less; and
- indicate the reasons for withholding payment.

27.8 Statutory Declarations, Certificates etc.

If a Statutory Declaration is required under Clause 21 any approved payment claim or payment schedule does not become due or payable under Clause 27 until 5 Days after the Principal has received the Statutory Declarations required under Clause 21 or any other required certificate under the Agreement.

27.9 Retentions and Set-off

The Principal may set off against any sum owing to the Service Provider any amount owed by the Service Provider to the Principal.

The Principal may also deduct from monies owing to the Service Provider, any Retention amounts up to the limit of the percentage, if any stated in the Annexure.

27.10 Final Claims

Within 25 Days after the expiration of any Warranty Period, the Service Provider must give the Principal's Representative a payment claim endorsed "*Final Payment Claim*" in respect of any amounts outstanding. The Principal must pay the Service Provider in accordance with the provisions of Clause 31.

27.11 Direct Banking

All payments by the Principal to the Service Provider shall be made by Electronic Funds Transfer to the bank, building society or credit union account nominated by the Service Provider. No payments shall be made by the Principal until the Service Provider has confirmed in writing details of the nominated account (name of institution, account name and account number). The Service Provider must promptly notify the Principal's Representative in writing of any change to the nominated account but the Principal shall not be responsible for any payments made into the previous nominated account prior to notification of such change being received by the Principal.

27.12 Payments on Account

Any payment is not evidence of any value or an admission of liability or that the Service is satisfactory but is a payment on account only; nor shall it amount to a waiver of any right or action, which the Principal may have at any time against the Service Provider.

27.13 Interest

Interest as detailed in the Annexure shall be due and payable after the date of default in payment.

28. VARIATIONS

28.1 Notification of Variation by Principal's Representative.

The Principal's Representative may direct the Service Provider to carry out a variation and the Service Provider is to carry out the direction. A variation is any change to the character, form, quality and extent of the Service which is within the general scope of the Service and which is directed in writing by the Principal's Representative. A variation shall not invalidate the Agreement.

28.2 Notification of Variation by the Service Provider

The Principal must not consider any claim for variation by the Service Provider in respect to any matter arising out of the Agreement unless notification of the claim is lodged in writing with the Principal's Representative no later than 5 Days after the date of the matter first occurred. The Service Provider is to provide full details of the event or circumstances and the claim.

Variations shall not proceed unless written authorisation has been received from the Principal's Representative.

28.3 Amount Payable

The Principal's Representative and Service Provider must agree on the reasonable amount payable or deducted from the Service Provider for the variation. If no agreement is reached within 5 Days after details have been exchanged, the Principal's Representative may determine that amount. By notice in writing the Principal may direct the Service Provider to carry out the variation and the Service Provider must comply with this direction.

If the Service Provider is dissatisfied, notice of the existence of a dispute must be given to the Principal.

29. TERMINATION

29.1 Termination by the Principal – Default of the Service Provider

Without prejudice to any other rights, the Principal reserves the right to terminate the Agreement if the Service Provider commits a substantial breach of the Agreement, including:

- (a) failure to carry out the Agreement at all, or within the time specified, or at a reasonable quality; or
- (b) failure to carry out a reasonable direction of the Principal's Representative.

The Principal's Representative must in writing specify the breach and ask the Service Provider to give reasons why the Principal should not take further action. The Service Provider must respond within 5 Days of receiving the notice and if it fails to respond, the Principal's Representative may immediately refuse acceptance of the Service, decline to accept any further Service, take over the uncompleted Service, suspend payments due and have the Agreement completed by others; or immediately terminate the Agreement in writing by itself or through the Principal's Representative.

Termination by the Principal will not release the Service Provider from liability in respect of any obligation relating to this Agreement. Any shortfall in costs whatsoever shall be a debt due from the Service Provider to the Principal.

29.2 Termination by the Principal – Principal's Convenience

The Principal may, for its convenience and without the need to give reasons, terminate the Agreement at any time by giving written notice to the Service Provider. The Service Provider must, on receipt of such notice, immediately cease all activities under the Agreement and take all appropriate action to mitigate any loss or prevent further costs being incurred. The Principal must pay the reasonable fees and expenses of the Service Provider for the extent of the Service performed based upon agreed service rates to the earlier of:

- (a) the date of cessation; or
- (b) the date that the Service Provider was required to cease work.

In no circumstances must the Contract Sum payable for the terminated Service include any loss of prospective profits or exceed the Contract Sum that would have been paid had the Agreement been completed.

29.3 Termination by the Service Provider

If the Principal fails to:

- (a) pay the Service Provider in accordance with this Contract; or
- (b) provide access to the Site; or
- (c) issue instructions required.

The Service Provider must in writing specify the breach and ask the Principal to give reasons why the Service Provider should not take further action. The Principal must respond within 5 Days of receiving the notice and if it fails to respond the Service Provider may terminate the Agreement.

30. LATENT SITE CONDITIONS

If the Service Provider discovers that the conditions on, about or below the Site differ from what ought to have reasonably been anticipated at Tender time the Service Provider must inform the Principal's Representative immediately and, where possible, before the conditions are disturbed.

The Service Provider is not entitled to any extra costs for the different Site conditions unless the different Site conditions are such that the Principal's Representative directs the Service Provider to carry out a variation.

31. WARRANTY PERIOD & DEFECTS

The Warranty Period shall commence on the date the Service is accepted.

Without limiting any other warranty implied by statute or generally at law:

- (a) The Service Provider is to make good any omission or defect which is not in conformity with the Agreement;
- (b) If a defect (fair wear and tear excepted) appears in the Service within the Warranty Period the Service Provider must promptly remedy the defect by either repairing or replacing defective materials and goods in the Service without cost to the Principal; and
- (c) The Service Provider must obtain for the Principal the benefit of any manufacturer's warranty.

If the Service Provider does not correct the non-conformance or defect within the time specified, the Principal's Representative may have it corrected by others. The Principal's Representative shall assess the reasonable costs of having the non-conformance or defect corrected by others and the Service Provider must pay the Principal those costs on demand.

At the end of any Warranty Period, the Principal must pay the Service Provider any outstanding moneys or return any security less any amounts the Service Provider is to pay the Principal.

32. SERVICE PROVIDER'S WARRANTIES

The Service Provider warrants that what it is providing will meet the requirements of the Agreement, unless it has expressly warned the Principal in its tender that its offer will not meet some of these requirements. In addition the Service Provider warrants:

- (a) the Service Provider has the right to sell and transfer title to materials and goods and all other things required to the Principal;
- (b) in relation to materials and goods connected to the Service they:
 - (i) are new when delivered (except as otherwise provided in the Contract);
 - (ii) are fit for the purpose stated in the Agreement, or if no purpose is stated, the purpose for which the materials and goods would ordinarily be used;
 - (iii) conform amongst other things to the description, model number and the samples (if any) provided by the Service Provider;
 - (iv) are free from defects including any defect in installation;
 - (v) have been manufactured, constructed or

assembled in the factory disclosed by the Service Provider as the place of manufacture, construction or assembly; and

- (vi) are of merchantable quality and conform to any legally applicable standards.

33. CONFIDENTIALITY & PRIVACY

The Service Provider its employees, agents, directors, partners, shareholders or consultants must not disclose to any third party, any Information including by way of media interviews or releases relating to the Principal or the affairs of others which may have come to its or their knowledge as a result of the Agreement.

The Service Provider agrees to comply with the provisions of the Privacy & Personal Information Protection Act 1998, as if it were included in the definition of 'public sector agency' under that Act, the Privacy Code of Practice for Local Government and the Principal's Privacy Management Plan.

34. INTELLECTUAL PROPERTY

The Service Provider warrants that it is entitled to use any Intellectual Property which may be used by it in connection with this Agreement. The Service Provider indemnifies and must at all times keep the Principal indemnified against any action, claim, suit or demand, including a claim, suit or demand for or liability to pay compensation or damages and costs or expenses arising out of or in respect of any breach of any third party's Intellectual Property rights relating to the scope of activities under the Agreement.

The Service Provider grants to the Principal a non-exclusive licence to use the Service Provider's Intellectual Property rights in relation to the Service and must execute an agreement giving effect to this sub-clause if requested by the Principal's Representative.

The ownership of all Intellectual Property in all Information created under this Agreement shall vest with the Principal. The Service Provider must assign ownership of all Intellectual Property rights to the Principal and will ensure that its employees, subcontractors and agents execute all documents necessary to assign such rights to the Principal.

35. INDEMNITY

The Service Provider indemnifies the Principal, its servants and agents from and against all actions, claims, losses, damages, penalties, demands or costs whatsoever which may be brought or made against it or them by any person in respect of or by reason of or arising out of the performance by the Service Provider of the Agreement including:

- (a) any negligence, wrongful act or omission of the Service Provider or of any other persons for whose acts or omissions the Service Provider is liable; and/or
- (b) death or injury to any person or loss of or damage to any property; and/or
- (c) any breach of a third party's Intellectual Property Rights; and/or
- (d) any breach of the Agreement by the Service Provider; and/or
- (e) any action, claim or demand from liability brought against the Principal in connection with a breach by

the Service Provider of the *Work Health & Safety Act 2011* and its associated legislation (so far as it is permissible at law).

The Service Provider's liability to indemnify the Principal is reduced proportionally to the extent that an action or omission of the Principal or employees or agents (other than the Service Provider) of the Principal may have contributed to the injury, damage or loss.

36. INSURANCE

Before commencing the Agreement, the Service Provider must effect and maintain the insurance policies nominated in the Agreement. The Service Provider must ensure that all subcontractors are similarly insured. The Principal's Representative may at any time require proof that these insurances have been effected and are being maintained.

The Service Provider must keep current during the contract term, the following policies of insurances (where relevant):

- (a) insurance of materials and goods - full value including loss or damage in transit;
- (b) insurance of the works – Contract sum plus 20%;
- (c) public liability - in respect of any one occurrence, \$20,000,000 but unlimited in the aggregate;
- (d) Accident insurance - Complying with the *Workers Compensation Act 1987*. Alternatively, where the Service Provider has no employees, insurance for personal accident and illness providing:
 - (i) Weekly benefits of at least 75% of weekly income;
 - (ii) Death benefits of at least \$250,000;
 - (iii) Minimum benefit period of 24 months.
- (e) motor vehicle insurances - covering third party injury, third party property damage (\$20,000,000) and damage to or loss of the vehicle.

37. SAFETY MANAGEMENT

The Service Provider must comply with the current Work Health & Safety legislation and the Principal's Site safety requirements.

If the Service involves any Site work or the use of major equipment, then the Principal's Safety Management requirements shall apply.

38. ENVIRONMENTAL REQUIREMENTS

38.1 Ecologically Sustainable Development

As required by the *Local Government Act 1993*, the Principal is committed to Ecologically Sustainable Development (ESD) - competitiveness through environmental, as well as social and economic aspects. The Service Provider, where required, shall comply with these environmental requirements, in addition to all statutory requirements relating to environmental protection.

In accordance with the State Government's waste reduction and procurement policy for Local Government, the Service Provider must endeavour to have a strategy for the return of unwanted packaging materials and the use of recycled materials.

38.2 Environmental Control

The Service Provider must comply with the *Protection of the Environment Operations Act, 1997* at all times with respect to pollution from noise, air, water, land and waste sources.

The Service Provider must respond immediately to any situation where environmental harm is, or likely to take place. Any pollution incident that causes, or is likely to cause, harm to the environment shall be reported to the appropriate regulatory authority and to the Principal. Any fines imposed as a result shall be borne by the Service Provider.

38.3 Final Clean-Up

The Service Provider shall restore and clean up any Site disturbed by it to the satisfaction of the Principal's Representative, including repairing or making good any damage caused by the Service Provider.

39. DISPUTES

In the event of any dispute arising between the Principal and the Service Provider that can not be resolved by negotiation, the Principal shall nominate a formal dispute resolution process to be followed by the parties.

The Service Provider must continue to perform its obligations under the Agreement notwithstanding the existence of a dispute.

40. WAIVER

A waiver by either party in respect of any breach of a condition or provision of this Agreement shall not be deemed to be a waiver in respect of any continuing or subsequent breach of that provision, or breach of any other provision. The failure of either party to enforce at any time any of the provisions of this Agreement shall in no way be interpreted as a waiver of such provision.

41. SURVIVING OBLIGATIONS

The obligations of the Service Provider under the Clauses on *Warranty Period, Service Provider's Warranties, Confidentiality, Intellectual Property, Indemnity and Insurance* shall be of a continuing nature and shall survive the termination or expiration of this Agreement.

This Annexure is issued as part of the tender documents and shall be read as forming part of the *Hunter Councils' General Conditions of Contract*. If a copy of the *General Conditions of Contract* has not been provided, a copy shall be made available on request.

The Contract Term is to commence on: (Clause 1)	<<Insert Details>>
The Date for Delivery or Contract Term is: (Clause 1)	<<Insert Details>>
The rate of Liquidated Damages - \$rate/period: (Clause 4)	Not Applicable
The Principal's Representative is: (Clause 5)	Duncan Manderson, Manager Civil Construction & Maintenance
The time to give possession of the Site is: (Clause 5)	<<Insert Details>>
Approvals to be obtained by the Principal: (Clause 5)	NIL
The contact person for the Service Provider is: (Clause 6)	<<Insert Details>>
The after-hours phone number of the Service Provider's contact is: (Clause 6)	<<Insert Details>>
The amount of Security is: (Clause 12)	Not Applicable
The form of the Security is: (Clause 12)	Not Applicable
At commencement of Warranty Period, security reduced by: (Clause 12)	Not Applicable
Customary hours of work: (Clause 17)	As per the Specification
The timing for supply of a Statutory Declaration is: (Clause 21)	With each payment claim
The maximum period for which The Service may be extended is: (Clause 26)	90 Days
The period prior to the expiration of Initial Contract Term by which notice of an extension must be given is: (Clause 26)	Not less than 30 Days
The timing or milestone for lodgement of payment claims: (Clause 27.1)	Monthly following a completion of a Service
The amount of retention money is: (Clause 27.9)	Not Applicable
The interest rate on overdue payments is: (Clause 27.13)	3.5 % p.a.
Warranty Period is: (Clause 31)	Not Applicable
The following clauses have been <u>deleted</u> from the HROC General Conditions of Contract.	Cl. 12, Cl. 24, Cl. 27.10.
The following clauses have been <u>added</u> to those of the HROC General Conditions of Contract.	NIL

Specification – Maud Street TCS

Contract No. 2024/138T



1. SCOPE

1.1 General

This Specification details the requirements for the installation of Traffic Control Signals (TCS) on Maud Street between Prince Street and Vera Street, Waratah West including:

Supply all plant, labour, equipment and materials required to undertake works as per the design drawings and this specification.

All works are to be completed in accordance with drawings:

- Transport for New South Wales - Mid-Block traffic signals on Maud Street - M.R.605 South of Vera Street Waratah - TCS No. 5033 Issue A
- All works are to be in accordance with the Works Authorisation Deed (WAD) – included in the RFT package.
- Maud Street is a state road and any road occupancy or traffic restrictions will be subject to ROL approvals by TfNSW. CN will have some temporary traffic adjustments in place and will consult with the successful Service Provider about available traffic options. The Service Provider as part of their submission shall submit a draft plan of how they propose to deliver the works in particular what traffic control requirements will be required to carry out the delivery of scope. CN will be working in adjacent

Specification – Maud Street TCS

Contract No. 2024/138T



Vera Street. Sites will be delineated and Service Provider given all necessary access to complete their works as required.

- Tenderer's are to provide CN with detailed methodology and staging plans/program for review as a part of the tender submission. Additionally, prior to the commencement of works, the Service Provider will provide CN with inspection and test plans (ITP) for review.
- Utility identification including potholing to locate all services prior to commencement of any excavation is the responsibility of the Service Provider.
- The Service Provider shall allow for the supply of all required site amenities.
- Housekeeping – it is expected that the Service Provider will make reasonable efforts to keep the area of work organised and tidy.
- Security of the Service Provider's equipment within site compound and on site will be the Service Provider's responsibility.
- All excavated material shall be transported and disposed of by the Service Provider at a licenced waste disposal facility. Upon request by the Principal the Service Provider shall present dockets to confirm traceability of waste disposal.
- Civil works will be undertaken by CN concurrently. CN will ensure that the Service Provider is given access to areas of work and ensure they are not impeded during the construction process.
- Service Provider to allow for commissioning of signals following completion of civil works by CN – CN will endeavour to stage the works efficiently and provide reasonable notice to the Service Provider.
- All TCS work must be undertaken by a TfNSW TS Prequalified Contractor. Tenders received from Contractors who are not prequalified by TfNSW with the correct category will be considered non-conforming and not consider for the works.

1.3 Exclusions

- Civil works will be undertaken by CN concurrently to TCS install.
- Landscaping and final planting will be completed by CN.
- Public communication by CN.

The Service Provider shall be responsible for all labour, plant and materials as required, specified and detailed for the satisfactory completion of works beyond these exclusions.

2. TENDER ACCEPTANCE

The Principal may accept a tender in accordance with the *Conditions of Tendering* document attached.

3. CONTRACT PERIOD

The contract period is 2 months from date of commencement on site.

Any extension of contract must be approved by a CN representative.

Specification – Maud Street TCS

Contract No. 2024/138T



4. PRINCIPAL'S REPRESENTATIVE AND PRINCIPAL'S SITE REPRESENTATIVE

The Principal's Representative is Alex Dunn, Project Manager – Civil Contracts.

The Principal's Representative will nominate a site representative who will be site contact throughout the course of the works.

5. PRICING

All prices or unit rates apply to works undertaken at Maud Street, Waratah West.

6. QUALITY SYSTEM REQUIREMENTS

Service Providers supplying materials under a Quality System shall establish, implement, and maintain such a system in accordance with this specification, the relevant Transport for New South Wales Quality Assurance specification and the requirement of AS ISO 9001 - 2015 "Quality Systems-Model for quality assurance in design, development, production, installation and servicing". Details of referees for whom work has been previously undertaken to this standard should also be provided.

Details of the Service Providers Quality System and Quality Plan shall be submitted to the Principal's Representative within 7 days of notification. The Quality System and the Quality Plan shall be used throughout the course of the Contract to ensure that the quality of the Service Provider's work and any sub-contractors work complies with the specification requirements.

7. TfNSW SPECIFICATIONS

Transport for New South Wales QA Specification TS101 applies to this project and shall be adhered to. Any instances of conflicting information between this specification and TS101, TS101 will apply.

Copies of Transport for New South Wales standard specifications nominated in this specification can be viewed through the NSW Transport Website at [Transport Standards Portal \(nsw.gov.au\)](https://www.transport.nsw.gov.au/standards)

CN is committed to partnering with innovative, sustainable companies that invest in developing alternative designs, and we encourage the submission of such options, as part of this tender, to be considered where appropriate for future use by CN. The Schedule marked '*Minor Non-Conformances & Alternative Proposals*' can be used for this purpose.

8. SITE ESTABLISHMENT

8.1 Temporary Storage of Plant, Equipment and Materials

The Service Provider may establish a site compound within the road reserve parking lanes on either Vera Street or Prince Street, however, this shall be upon agreement from CN. Pedestrian access must also be maintained. The Service Provider will not mobilise their plant and equipment until a plan showing the setup has been agreed and approved by the Principal.

The Service Provider will be required to keep this area clean, tidy and safe for the duration of the works, with the area to be cleaned and reinstated to pre-existing condition to the satisfaction of the Principal's Site Representative on departure from site.

Security and delineation of the compound is the Service Provider's responsibility.

Parking of vehicles or storage of materials under the drip lines of trees will not be permitted.

8.2 Provision for Traffic

The Service Provider shall be responsible for design of traffic control plans and for the execution of the control of traffic during works in accordance with Transport for NSW QA Specification G10 Traffic Management (Edition 7 Revision 5 August 2020) and to the satisfaction of the Principal's Site Representative.

A Traffic Management Plan is to be submitted to the Principal's Site Representative prior to any work commencing.

The Service Provider shall keep its materials and plant clear of traffic and leave all public roads and passages unobstructed as far as possible, and the Service Provider shall make due provision for the safe access to all adjoining premises while the works are in progress.

9. PROVISION OF SERVICES

9.1 Suspension of Work due to a failure of the Service Provider

The Service Provider shall be responsible for all labour, plant, materials, and haulage, as required, necessary for the satisfactory and efficient completion of the works.

If

- i. the Service Provider is unable for any reason to commence Works within the time stipulated by the Principal's representative; or
- ii. The materials or works in any quantity or consignment delivered, or any works done do not wholly conform to the Specification; or
- iii. The Service Provider commits any breach of the terms and conditions of the contract and this specification then;

the Principal may cancel the Works and contract the works to any other Service Provider.

A breach of the Service Provider in terms of material, quality or service compliance may be treated as a breach of the Service Provider's obligations under the Agreement.

The Principal shall not be liable to the Service Provider for any costs or losses arising from the cancellation of a Work order under this sub clause.

9.2 Suspension of works

The Principal's Representative reserves the right to suspend or cancel operations in the case of wet weather or other justifiable circumstances.

The Principal reserves the right to suspend work or deliveries at any time without notice should the work or material be non compliant with the order and this Specification or the services rendered to be unsatisfactory or unsafe.

9.3 Disposal of Spoil and Surplus Material

All excavated or surplus material is to be removed progressively from site and transported by the Service Provider in covered loads to a licenced waste disposal facility.

The Service Provider will dispose of the material to a facility licensed by the EPA to receive the material. Records of disposal (eg. tip dockets) are to be retained and made available to the Principal upon request.

Specification – Maud Street TCS

Contract No. 2024/138T



The cost for disposal of spoil and waste materials shall be the responsibility of the Service Provider. This includes haulage costs.

Service Provider shall allow for permanent sediment and erosion control of any stockpiled material.

9.4 Scheduling of Works

The Service Provider shall be prepared to commence the Services at the commencement of the contract period and maintain thereafter the Services to the requirement of the Principal's Representative until the satisfactory completion of works.

The Principal's Representative reserves the right to direct the Service Provider to undertake such section of the works and at such a location and at such time as the Principal's Representative so wishes.

It is anticipated that the works will commence in July/August 2024 and be complete by the end of September 2024. Award of the contract will be subject to availability of contractor and their program.

9.5 Cartage Requirements

Without limiting the generality of other transport and traffic legislation that applies, the following provisions apply to the cartage of materials for the works:

- i) vehicle axle weights, gross weights and trailer weight ratios must conform with the requirements of Road Transport (General) Regulation 2013.
- ii) the loading being carried on any vehicle must be secured in a manner which meets the standards set down in the Road Transport (General) Regulation 2013
- iii) The load must be covered at all times when leaving the site and during transport.

9.6 Notification of Road Works

For scheduled works, the Service Provider shall arrange for the provision of Road Occupancy Licenses where required (ie: TfNSW Main Roads or works impacted signalised intersections) prior to the commencement of works.

The Service Provider shall provide it's proposed Traffic Management Plan with Traffic Guidance Schemes to CN for review and approval.

The Service Provider shall provide CN 10 working days' notice of intent to establish site to allow for public communication and placement of VMS boards warning of upcoming works.

9.7 Notification to Residents and Businesses

Resident and business notifications will be undertaken by CN and further project updates will be provided as works progress. The Service Provider is not required to provide any written communication to residents or businesses throughout the duration of works.

The Service Provider must communicate directly with residents and businesses where it needs to disturb access to their property or business in anyway (ie. Driveway access, removal of footpath to doorway, etc). Where disturbance occurs the Service Provider must agree to a suitable alternative with the property owner or business owner prior to conduction of the work that causes impact.

Specification – Maud Street TCS

Contract No. 2024/138T



9.8 Utility Services

The Service Provider shall be responsible for maintaining the uncovered state of and avoiding damage to all manhole covers, hydrants, stop valves and similar fittings; and the Service Provider shall be fully responsible for any damage.

CN will undertake utility relocations prior to the Service Provider commencing on site and it is expected that there will be no utility clashes that impact works, however potholing must be undertaken prior to the excavation for footings. If the Service Provider identifies a utility clash, they must notify the Superintendent's Representative to allow for direction and adjustments as required. Any utility that is struck or damaged by the Service Provider must be reported to the Superintendent's Representative. The Service Provider is responsible for managing the repair and associated costs in accordance with the asset owner's requirements.

It is identified that there is an existing watermain and communications, gas and sewer mains in the vicinity of the construction works. It is expected that the Service Provider makes all reasonable efforts and communication with utility owners to preserve the mains and support/protect where applicable.

9.9 Final Clean-Up

Final clean up shall be the responsibility of the Service Provider and shall be made in conjunction with the completion of works to the satisfaction of the Principal's Representative.

Final clean up shall be completed prior to leaving the site on the day of the works completion and also after the final movement of all equipment from the site.

10. PAYMENT

The Service Provider shall submit to the Principal a claim for payment for the completed works in the form of a Tax Invoice. The invoice shall itemise the work or material delivered and the claim shall be calculated at the tendered rate for the work or material. The claims shall be submitted to the Superintendent's representative for review and must include the Purchase Order number on the invoice.

The Service Provider shall submit claims at the end of each calendar month and the assessment and payment shall be in accordance with the general conditions of contract.

11. SAFETY MANAGEMENT

The work under this contract is classified as high risk construction activities, as defined under the WHS legislation

The Special Conditions of Contract SC 3P shall be read in conjunction with this Specification and shall form part of the Agreement. CN will nominate the Service Provider as Principal Contractor.

Prior to commencing any Works the Service Provider is required to have the following documents available. These documents are to be kept on site at all times and are to be made available to the Principal's Site Representative on request:

- Site Specific Management Plans (WHS, QA, Environmental)
- Safe Work Method Statements
- Details of Proposed Plant and Equipment
- Existing Services Searches (DBYD records).
- Traffic Guidance Schemes

Specification – Maud Street TCS

Contract No. 2024/138T



The Principal's Site Representative may request some (or all) of the above documents at any stage before, during or after commencement of works.

11.1 Plant safety management

In accordance with clause 11 of the Special Conditions of Contract SC 3P Safety Management the Principals' policies regarding Service Provider's equipment or plant are as follows:

All mobile plant and trucks used by the Service Provider must comply with the requirements set out in Transport for NSW Specification G22 ("G22") Work Health & Safety (Construction Work) Edition 6, Revision 3 June 2020.

As evidence of its compliance with G22 all mobile plant and trucks must have a certificate of compliance from an approved plant safety examiner. Compliance certificates shall have an expiry date. All mobile plant and trucks supplied under this Agreement must display a current certificate of G22 compliance issued by an approved plant safety examiner.

An Approved Plant Safety Examiner means a person who is accredited under the Transport for NSW Vehicle Safety Compliance Certification (VSCCS) or a person who is accepted as an approved examiner by Council.

Specification G22 may be obtained from https://www.rms.nsw.gov.au/business-industry/partners-suppliers/documents/specifications/dc_g022.pdf.

Specification G22 is subject to change from time to time. The Service Provider shall be responsible for maintaining plant to current G22 requirements.

Council may without cost or penalty refuse to permit Work to be undertaken where the Work includes the use of mobile plant or truck and the plant or truck does not display a current G22 compliance certificate or where council is otherwise of the opinion that the plant or truck is unsafe and or the operator or driver is not competent.

The Service Provider shall maintain the mobile plant and trucks in accordance with statutory requirements and the manufacturers' recommendations. The Service Provider shall retain maintenance records for the life of each truck and item of plant. The Service Provider shall make available maintenance records for inspection any time during the period of the Agreement.

11.2 Personal Protective Equipment & Clothing

All persons working on site shall wear long sleeves, long trousers, high visibility clothing, Australian Standard safety footwear and a wide brim hat.

Where a risk assessment or SWMS specifies specific additional Personal Protective Equipment then the Service Provider shall ensure that its employees or agents are provided with or have and use the specified PPE.

11.3 Principal's Policy - Alcohol & Other Drugs Policy

All Service Provider employees and agents (workers) must agree to be bound by the Principal's Drug & Alcohol Policy, which provides for testing following an incident, random testing or reasonable suspicion testing. Further details of the Principal's Alcohol & Other Drugs Policy will be detailed at the mandatory WHS Contractor induction. At the conclusion of the WHS Contractor induction, each worker must sign a council form acknowledging receipt of details of the Principal's Alcohol & Other Drugs Policy and agreeing to be drug & alcohol tested when required by the Principal.

11.4 National Heavy Vehicle Chain of Responsibility

The Service Provider must have and maintain appropriate procedures and systems that ensures its compliance with the Heavy Vehicle National Law (NSW) and its associated Regulations. Those Regulations include (but are not limited to):

- Heavy Vehicle (Fatigue Management) National Regulation (NSW);
- Heavy Vehicle (Vehicle Standards) National Regulation (NSW); and
- Heavy Vehicle (Mass, Dimension and Loading) National Regulation (NSW).

The Service Provider shall ensure that all heavy vehicles used in performing the Works comply with the following:

- The load on the vehicle is within the limits applicable for the vehicle, as set out in the above Regulations;
- The load must not be placed in a way that makes the vehicle unstable or unsafe;
- A load on a vehicle must be secured so it is unlikely to fall or be dislodged from the vehicle;
- An appropriate method has been used to restrain the load on the vehicle; and
- The vehicle driver has operated within the standard hours for a fatigue-related heavy vehicle, as set out in the above Regulations.

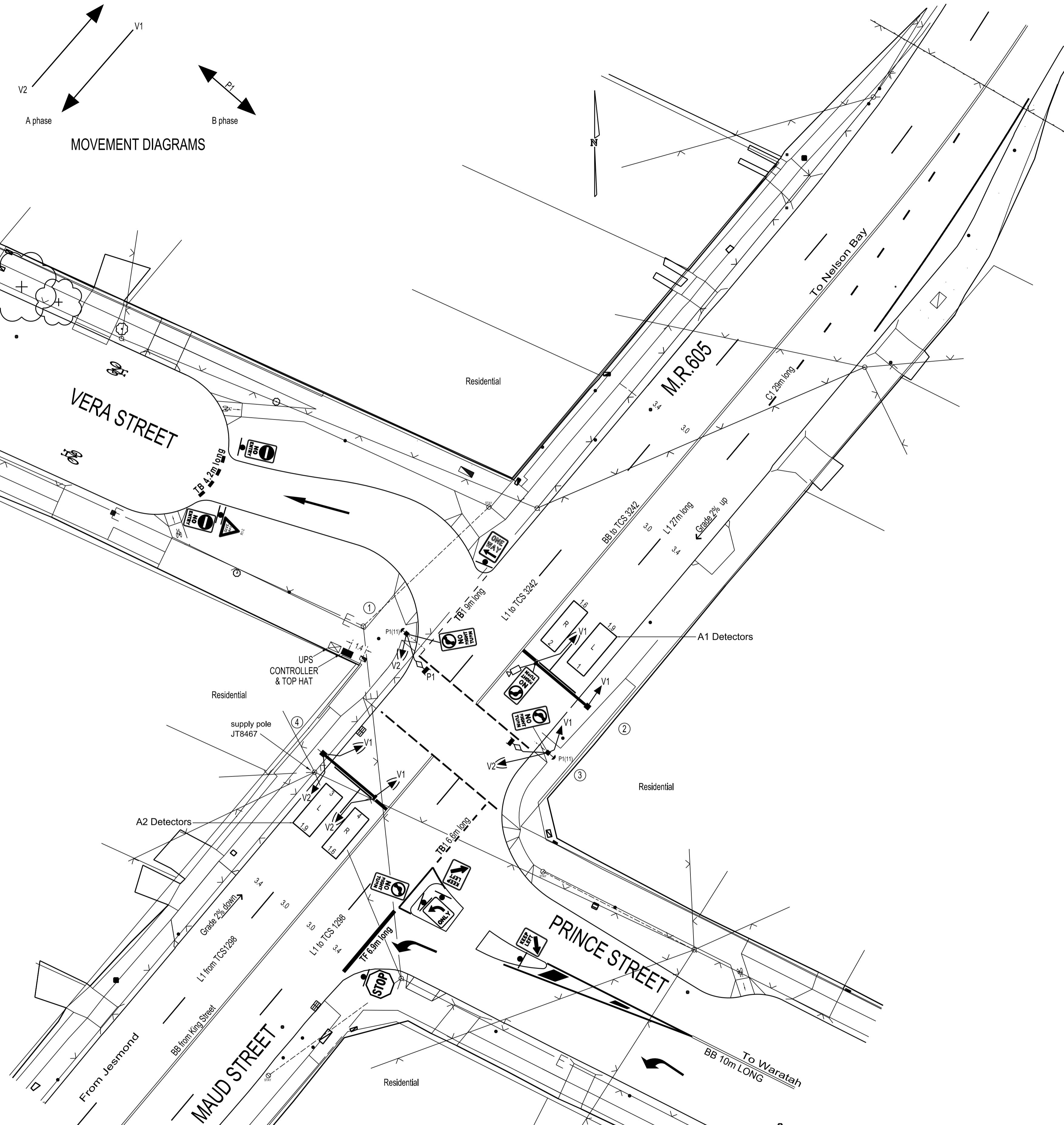
The Service Provider must also ensure that any heavy vehicle used to perform Works is fit for purpose including the ability to mechanically unload on site.

11.5 Emergency Response

The Service Provider is to include in their WHS Management Plan an Emergency Response Plan covering the following;

- Key emergency response personnel and contact details.
- Contact details for relevant emergency services
- Location of nearest medical facilities

TGS 5033



OBICINAI ISSUE

	PUBLIC UT
	HYDRANT
	STOP VALVE
	GAS VALVE
	SEWER MANHO
	COMMS PIT
	ELECT LIGHT PO
	POWER POLE
	STAY POLE
	TELEPHONE BO
	COMMS PILLAR

SY LEGEND		REF
		SYMBOLS/AB
		STD POSN C
		INSTL STOP P
		VEH GROUP
		DET LOGIC C
		PED MVT OP
		SURVEYOR :
		DATE :

NCE PLANS		C.C. U.B.D
S	VD003-6	I.S.G.
	VD001-5	CO-ORDS
	VC005-17	DESIGNED
	TS-TN-019	CHECKED
	TS-TN-020
	TS-TN-021
me	
te		P

f. Map 13 P5	D
367 360	
1 358 680	
C.J.Harvey.	NAME
C.J.Harvey.....	POSITION
E CHECKED	DATE
C.J.Harvey.....	D
COMMENDED	Northern

SIGN APPROVAL	T
APPROVED	M F D
.....	M
.....	N
.....	M
IGN PREPARED BY	M
KARTA Cad Design	N
for	F
nsport Planning & Engineering	D

**NSW RECOMMENDATION
LOAD DESIGN ENGINEERING**

THE
POSITION
E

NETWORK OPERATIONS
DESIGN PREPARED BY

THE
POSITION
E

TFNSW ACCEPTANCE FORM	
ACCEPTED	
NAME
POSITION
DATE
ACCEPTED BY	
.....	
SECTION	

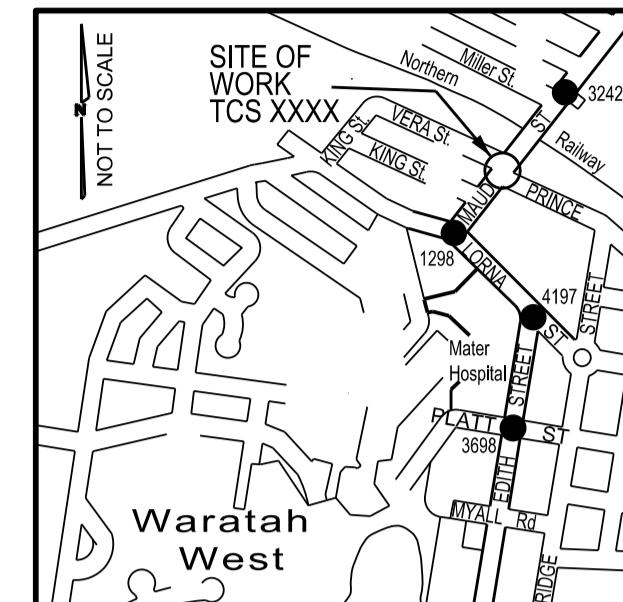
TRANSPORT FOR NEW SOUTH WALES

**CITY OF NEWCASTLE COUNCIL
MID-BLOCK TRAFFIC SIGNALS ON
MAUD STREET- M.R.605 SOUTH OF VERA ST
WARATAH**

DATE IN SERVICE : dd/mm/yy



LOCALITY SKETCH



POST CHART

POST	TYPE	LENGTH m	OFFSET m	REMARKS	MGA Zone 56 GDA 94 co-ordinates	
					EAST	NORTH
1	8	4.0	1.0	Offset plate required	380 379.30	6 359 614.40
2	9	-	1.0	6m outreach	380 395.09	6 359 608.05
3	8	3.0	1.0		380 391.64	6 359 604.02
4	9	-	1.0	6m outreach Caution O/H power lines.	380 372.03	6 359 603.94
CONTROLLER					380 374.12	6 359 612.72

NOTES

1. This site is SCATS linked.
 2. Site to be ELV/DBW lower terminal boxes to be installed.
 3. Push buttons posts 1 and 3 are audio tactile.
 4. The supply is connected via an Uninterrupted Power Supply (UPS) unit.
Detectors 5-10 are used for UPS alarms.
 5. A CCTV camera is placed on a vertical riser above Post 2.
CCTV equipment to be housed in a hob on controller.
 6. Refer to plans TBA for road works detail.
 7. Kerb ramps to be constructed in accordance with standard drawing R0300-11.
 8. Red runner software added for all detectors.
 9. An extension bracket may be required for V2 lower lanterns post 4 to make lantern visible to vehicles on the V2 approach. To be determined on site,
 10. Post 4 requires a special footing to avoid U/G utilities and caution due to the proximity of O/H power lines.

WHS Contract Specifications for Services

Person Conducting Assessment: Alex Dunn (City of Newcastle Representative)	Date: 03/05/2024
Project number: -	Contract Number: 2024/138T
Contractor Company name: Various	
City of Newcastle Contract/Project Manager: Alex Dunn	

Hazard Identification

Prior to engaging a contractor, the work must have any foreseeable hazards identified by City of Newcastle. The following hazards have been identified by City of Newcastle to inform the Contractor of known hazards to enable safe access to the site and assist in their development of Risk Assessments and Safety Plans.

Potential Hazard	Y/N	Further Information
Members of the Public	Y	High pedestrian and cyclist area with University nearby
Traffic	Y	Maud Street is a state road and will require ROL approval from TfNSW
Heritage/Artefact Sites	N	None known. Contractor to maintain due diligence and unexpected finds procedures
Confined Space	N	
Working at Heights	N	
Hot Work	N	
Excavations	Y	Excavations for footings, conduits and pits
High Risk Construction Work	Y	As per WHS Regulation
Hazardous Chemicals	N	
Hazardous Materials <ul style="list-style-type: none"> • Asbestos • Lead • Radioactive • Other 	N	
Dangerous Goods	N	
Powered Mobile Plant	Y	Excavators, trucks etc
Fixed Plant	N	
Multiple Subcontractors	Y	As per engagement of Principal Contractor
Hazardous Manual Tasks	Y	Manual Handling

Remote/Isolated Work	N	
Potential Hazard	Y/N	Further Information
Work on or Near Water	N	
Electrical	Y	Overhead and underground electrical assets
Overhead Power	Y	Overhead power

Other Potential Hazards Continued

The hazards identified above are not intended to be a comprehensive or exhaustive list of all potential hazards and where relevant, must be addressed in the Contractors documentation under the contract.

Notice to Contractors:

- Contractors should not rely solely on the hazards identified in this checklist or anywhere else by City of Newcastle.
- Contractors must undertake their own assessment of the foreseeable hazards and associated risks with the work.
- Contractor's Safety Management Plans must identify the hazards associated with the works and describe the hazard control measures.

TRANSPORT FOR NSW (TfNSW)

QA SPECIFICATION TS101

TRAFFIC SIGNALS – NEW INSTALLATION AND RECONSTRUCTION

DISCLAIMER AND CONDITIONS FOR USE OF THIS SPECIFICATION

This Specification has been prepared by Transport for NSW (referred to herein as TfNSW) for use, insofar as it is applicable, in the State of New South Wales for equipment supplied under a TfNSW order or contract, or under an order or a contract from another party that is required in writing by Transport for NSW to use this Specification.

The use of this TfNSW Specification other than by those parties stated above and in the manner stated above is not recommended or authorised by Transport for NSW. Any such use is entirely the decision of the user alone. Transport for NSW disclaims all responsibilities and liabilities arising whether directly or indirectly from any such use. Transport for NSW does not warrant that this Specification is error free, nor does Transport for NSW warrant the suitability, fitness or otherwise of this Specification for any stated or implied purposes expressed or implied in this Specification or other documents.

By using this Specification, the user agrees to indemnify Transport for NSW against the full amount of all expenses, losses, damages and costs (on a full indemnity basis and whether or not incurred by or awarded against Transport for NSW) which may be suffered by any person or Transport for NSW in connection with or arising out of the use of this Specification in any manner. Transport for NSW is not under any duty to inform you of any errors in or changes to this Specification.

REVISION REGISTER

Ed/Rev Number	Clause Number	Description of Revision	Authorised By	Date
Ed 1/Rev 0 (unpublished)		New specification with updated requirements, replacing spec SI/TCS/8 (withdrawn).	Manager TSI	Dec 18
Ed 1/Rev 1 (unpublished)		Update requirements in Clauses 4.6.1, 4.7.1.3 and 6.6.	Manager TSI	15.02.19
Ed 2/Rev 0		New edition, completely rewritten.	DCS	11.10.19
Ed 2/Rev 1	7.2 9.2	Cabling rules expanded and clarified. Final inspection and commissioning tests clarified to be carried out jointly.	MCQ	25.10.19
Ed 2/Rev 2	Global 2.1.1 3.2.2 3.3.4	References to “Roads and Maritime Services” or “RMS” changed to “Transport for NSW” or “TfNSW” respectively. Previous statement that includes ITS site works as requiring prequalification corrected. Duplicate statement on submission of drawings deleted. Dimension requirement clarified by replacing “and” with “or”. Driveways included as locations where pits must not be installed.	MCQ	24.07.20

Ed/Rev Number	Clause Number	Description of Revision	Authorised By	Date
Ed 2/Rev 2 (cont'd)	5.3.1 5.3.2 5.3.5 5.9.2 6.1.4 6.2.1 7.3.4 7.5.1 8.1 10.4 Annex E	Table 1 footnote – specified size of roadway conduits clarified to be minimum size. Reference to footways deleted. Conduits termination requirement clarified. Setback distances clarified. Clarified that Principal is responsible for obtaining permission from owner to alter existing awning. Hold Point changed to Witness Point. Specified clearance below lanterns clarified to be required only where practical. Requirement for providing additional length of cable clarified. Personnel for cable termination work clarified. File format of TCS design plans clarified. Asset spreadsheet listing equipment and devices removed as one of items to be submitted at handover. Loop testing requirements amended.		
Ed 2/Rev 3	Global 2.5 4.7.7 5.1.2 5.3.1 5.3.2 5.3.3 5.3.5 5.3.6 5.8.1 5.9.1 6.2.9	Term “traffic control signals” and associated acronym changed to “traffic signals”. Notice for inspection clarified to be 36 hours for Sydney, Newcastle and Wollongong sites and 48 hours for all other sites. Use of yellow and black lantern covers clarified. Statement added that clause is applicable only to existing concrete pavements. Table 1 - note (3) clarified. Conduits installation requirement clarified. Minimum cover for conduits under median clarified to be 375 mm measured from the median surface. Reference to island deleted. Witness Point added. Reference to Hold Point in spec R53 for placing concrete added. Table 3 – Reference Drawing for Type 2 post holding down bolt corrected to be VC002-50. Covering of non-operational lanterns clarified.	DCS	09.02.21

Ed/Rev Number	Clause Number	Description of Revision	Authorised By	Date
	<p>6.4.2 “... unless directed or approved otherwise by the Principal” added in first paragraph.</p> <p>6.7 Minimum clearance from kerb for traffic signs mounted on signal post added.</p> <p>7.1.1 Types of cables requiring quality documentation submission clarified.</p> <p>7.1.2 Cabling to push-button assemblies within the same post requirement clarified.</p> <p>7.2 5th paragraph – statement on 5-core cable deleted. 6th paragraph – reference to “short post” for push-button assemblies deleted. Last paragraph – previously last paragraph of clause 7.1.2.</p> <p>7.3.4 Qualifying phrase “where applicable” deleted.</p> <p>7.4.1 Cable joints requirements clarified.</p> <p>7.5.3 Lacing requirement for cores inside controller housing clarified.</p> <p>7.5.5 Wiring requirements for push-button assemblies on short posts, installed in the footway with audio-tactile facilities, and on medians and at mid-block crossings without audio-tactile facilities, added.</p> <p>7.6.4 Pre-formed detector loops to be listed under “Acceptable” category, Installation requirement for pre-formed detector loops clarified.</p> <p>8.3 “... or alternative traffic control measures” added in second paragraph.</p> <p>8.4.2 Reference to “Type Approved” deleted in first paragraph. Replacement requirements for old Types 3 and 4 mast arms and ELP terminal boxes with porcelain type terminal blocks added.</p> <p>8.4.3 Replacement requirement for existing controller expanded.</p> <p>8.6.1 Requirements for dealing directly buried cables which are disturbed, and asbestos cement conduits, added. Treatment of abandoned conduits clarified.</p> <p>8.6.2 Spare cores requirement for sites requiring new posts and/or cables clarified. Treatment of abandoned cables clarified.</p>			

Ed/Rev Number	Clause Number	Description of Revision	Authorised By	Date
	9.2	Notice for final inspection and tests clarified to be 3 working days for Sydney, Newcastle and Wollongong sites and 5 working days for all other sites.		
	10.2	Statement that rectification work must not cause obstruction deleted.		
	10.3.2	WAE drawings to be submitted soon after final inspection and tests clarified to be marked up drawings only. Statements on acceptance of marked up WAE drawings added.		
	10.3.3	New subclause heading added. Submission requirements for final WAE drawings in CADD file format added. Clarification added that submission of WAE drawings in CADD file format for intermediate stages in stage construction not required.		
	10.4	WAE drawings to be submitted at handover clarified to be marked up drawings. Only Identified Records to be submitted in electronic format by email at handover.		
	Annex B	New pay item P4 and associated sub-pay items added, for replacement of existing items at reconstruction sites.		
	Annex C1	Scheduled of Hold Points updated.		
	Annex M	Referenced documents updated.		

GUIDE NOTES

(Not Part of Contract Document)

Specification TS101 replaces previous Specification SI/TCS/8 “Installation and Reconstruction of Traffic Light Signals”, which is now withdrawn.

Requests for clarifications, re-issue, or other questions regarding this document should be directed to:
ITHelpdesk@rms.nsw.gov.au.



Transport
for NSW

QA SPECIFICATION TS101

TRAFFIC SIGNALS – NEW INSTALLATION AND RECONSTRUCTION

Copyright – Transport for NSW
IC-QA-TS101

VERSION FOR:
DATE:

CONTENTS

	PAGE
CLAUSE	
FOREWORD	III
TfNSW Copyright and Use of this Document.....	iii
Revisions to Previous Version.....	iii
Project Specific Changes.....	iii
1 GENERAL	1
1.1 Scope	1
1.2 Structure of the Specification.....	1
1.3 Definitions and Acronyms	2
2 GENERAL REQUIREMENTS	3
2.1 Contractor Prequalification and Responsibilities.....	3
2.2 Work Health and Safety, Traffic Control and Environment.....	4
2.3 Existing Utility Infrastructure and Road Opening Permit	5
2.4 Program	5
2.5 Notice for Inspection.....	5
2.6 Associated Works.....	6
3 DESIGN DRAWINGS	6
3.1 Traffic Signal Design Plans	6
3.2 Electrical Design Drawings	7
3.3 Non-standard Designs	7
3.4 Acceptance of Contractor Drawings	8
3.5 Existing Bridge Structure	8
3.6 Commencement of Construction.....	9
4 MATERIALS AND EQUIPMENT	9
4.1 Concrete and Steel Reinforcement.....	9
4.2 Conduits and Associated Items	9
4.3 Cables	10
4.4 Equipment Supply.....	10
4.5 Equipment Selection.....	10
4.6 Traffic Signal Posts, Mast Arms and Lanterns	11
4.7 Miscellaneous Items	11
5 IN-GROUND WORKS	12
5.1 Excavation	12
5.2 Backfilling and Spoil Disposal	13
5.3 Conduit Installation.....	13
5.4 Temporary Pavement Restoration.....	16
5.5 Footway Pits	16
5.6 Roadway Pits	17
5.7 Traffic Signals on Multi-function Poles	17
5.8 Concrete Work - General.....	17
5.9 Post and Mast Arm Footings.....	17
5.10 Controller Housing Footings.....	19
5.11 Telecommunications Line Conduit	20
6 ABOVE GROUND WORKS.....	20
6.1 Signal Posts and Mast Arms	20
6.2 Traffic Signal Lanterns.....	21

6.3	Pedestrian Push-button Assemblies and Audio-tactile Facilities.....	24
6.4	Traffic Signal Controller	24
6.5	Special Facilities.....	25
6.6	Surface Treatment.....	25
6.7	Traffic Signs on Signal Posts.....	25
7	CABLING WORKS	26
7.1	General.....	26
7.2	Cable Layout (Cabling Rules)	26
7.3	Cable Installation	27
7.4	Cable Joints.....	28
7.5	Cable Termination.....	28
7.6	Detector Loops.....	30
7.7	Electricity Supply.....	31
8	ADDITIONAL REQUIREMENTS FOR TRAFFIC SIGNAL RECONSTRUCTION SITES	32
8.1	Drawings of Existing Facilities.....	32
8.2	Notification to Transport Management Centre.....	32
8.3	Traffic Signal Blackout	32
8.4	Required Work at Reconstruction Sites	33
8.5	Damage in Existing Installation.....	34
8.6	Other Requirements	34
9	TESTING AND COMMISSIONING	35
9.1	Contractor's Preliminary Inspections and Testing.....	35
9.2	Final Inspection and Commissioning Tests.....	35
10	COMPLETION AND HANDOVER	35
10.1	Final Restoration.....	35
10.2	Use of Traffic Signal Works by Principal	36
10.3	Drawings	36
10.4	Handover	37
	ANNEXURE TS101/A – PROJECT SPECIFIC REQUIREMENTS.....	38
	ANNEXURE TS101/B – MEASUREMENT AND PAYMENT	39
	ANNEXURE TS101/C – SCHEDULES OF HOLD POINTS AND IDENTIFIED RECORDS	42
C1	Schedule of Hold Points and Witness Points.....	42
C2	Schedule of Identified Records.....	42
	ANNEXURE TS101/D – PLANNING DOCUMENTS	43
	ANNEXURE TS101/E – LOOP TESTING.....	44
E1	Sequence.....	44
E2	Testing Point and Preliminary Checks	44
E3	Test Parameters and Acceptable Results.....	44
E4	Test Instruments.....	44
E5	Test Procedure	45
E6	Recording of Test Results.....	46
	ANNEXURES TS101/F TO TS101/L – (NOT USED).....	47
	ANNEXURE TS101/M – REFERENCED DOCUMENTS	48
M1	Referenced Documents.....	48

M2	Traffic Signal Installation Standard Drawings.....	49
M3	Applicable Materials Drawings.....	51
LAST PAGE OF THIS DOCUMENT IS		53

FOREWORD

TFNSW COPYRIGHT AND USE OF THIS DOCUMENT

Copyright in this document belongs to Transport for NSW.

When this document forms part of a contract

This document should be read with all the documents forming the Contract.

When this document does not form part of a contract

This copy is not a controlled document. Observe the Notice that appears on the first page of the copy controlled by TfNSW. A full copy of the latest version of the document is available on the TfNSW Internet website: <http://www.rms.nsw.gov.au/business-industry/partners-suppliers/specifications/index.html>

REVISIONS TO PREVIOUS VERSION

This document has been revised from Specification TfNSW TS101 Edition 2 Revision 2.

All revisions to the previous version (other than minor editorial and project specific changes) are indicated by a vertical line in the margin as shown here, except when it is a new edition and the text has been extensively rewritten.

PROJECT SPECIFIC CHANGES

Project specific changes are **not allowed** to this document, except in Annexure TS101/A.

Requests for clarifications, re-issue, or other questions regarding this document should be directed to: ITHelpdesk@rms.nsw.gov.au.

TfNSW QA SPECIFICATION TS101

TRAFFIC SIGNALS – NEW INSTALLATION AND RECONSTRUCTION

1 GENERAL

1.1 SCOPE

This Specification sets out the requirements for installation of new, or reconstruction of existing, traffic signals, including supply of materials and equipment through to final handover after commissioning.

The scope of this specification does not include the following:

- Ancillary works that are unrelated to traffic control or ITS field devices, e.g. drainage.
- Temporary systems using portable traffic signals, such as that for roadworks traffic control.
- ITS monitoring equipment that is not used for traffic control, e.g. pan–tilt–zoom video cameras.
- Tidal flow systems which are located at traffic signal sites.
- Other traffic devices which do not use traffic signal lanterns, e.g. lane open/closed displays, variable/changeable message signs, other types of signage or markings, moveable medians, and lane guidance by in pavement lighting.
- Signals owned by other authorities, such as those at rail crossings.
- Tunnel control systems.
- Devices for regulatory enforcement, e.g. detectors for speeding vehicles, red light cameras, weighbridges etc.

1.2 STRUCTURE OF THE SPECIFICATION

This Specification includes a series of annexures that detail additional requirements and information.

1.2.1 Project Specific Requirements

Project specific details of work are shown in Annexure TS101/A.

1.2.2 Measurement and Payment

The method of measurement and payment is detailed in Annexure TS101/B.

1.2.3 Schedules of HOLD POINTS and Identified Records

The schedule in Annexure TS101/C lists the **HOLD POINTS** that must be observed. Refer to Specification TfNSW Q for definition of **HOLD POINTS**.

The records listed in Annexure TS101/C are **Identified Records** for the purposes of TfNSW Q Annexure Q/E.

1.2.4 Planning Documents

The PROJECT QUALITY PLAN must include each of the documents and requirements listed in Annexure TS101/D and must be implemented.

1.2.5 (Not Used)

1.2.6 Referenced Documents

Unless otherwise specified, the applicable issue of a referenced document, other than a TfNSW Specification, is the issue current at the date one week before the closing date for tenders, or where no issue is current at that date, the most recent issue.

Standards, specifications and test methods are referred to in abbreviated form (e.g. AS 1234). For convenience, the full titles are given in Annexure TS101/M.

1.3 DEFINITIONS AND ACRONYMS

1.3.1 Definitions

The terms “you” and “your” mean “the Contractor” and “the Contractor’s” respectively.

For the purpose of this specification, the term “the Principal” means “the TfNSW Representative” and *vice versa*, unless the context requires otherwise. Where the Principal is not “Transport for NSW” (TfNSW), all the powers and duties of the Principal stated in this specification will be exercised by the TfNSW Representative.

The following definitions apply to this Specification:

Acceptable Product	ITS equipment or device that has been evaluated by TfNSW and considered acceptable for typical use, and registered in Specification TfNSW TS200.
Type Approved Product	ITS equipment or device that has been evaluated as compliant to TfNSW specifications, and provided with a TfNSW Type Approval Certification Number in accordance with Specification TfNSW TS201, and registered in TfNSW TS200.
Extra Low Voltage	Voltage not exceeding 50 V AC or 120 V ripple-free DC as defined in AS/NZS 3000.
Low Voltage	Voltage exceeding Extra Low Voltage, but not exceeding 1000 V AC or 1500 V DC as defined in AS/NZS 3000.
Reconstruction	Civil and/or electrical works executed for upgrade or change of existing arrangements at traffic signal site(s).
Traffic Signals Site	A site where traffic is controlled by a fixed installation of signal control equipment, such as traffic signal controller and lanterns.
Work-As-Executed Drawings	Drawings showing the actual completed installation/construction works.

1.3.2 Acronyms

The following acronyms apply to this Specification:

AC	Alternating current
DC	Direct current
ELV	Extra Low Voltage
FAT	Factory Acceptance Test
ITP	Inspection and Test Plan
ITS	Intelligent Transport Systems
LV	Low Voltage
MFP	Multi-function pole
NB	Nominal bore (i.e. internal diameter)
PJB	Pavement junction box (pit)
TMC	Transport Management Centre (TfNSW)
WAE	Work-As-Executed (drawings)

2 GENERAL REQUIREMENTS

2.1 CONTRACTOR PREQUALIFICATION AND RESPONSIBILITIES

2.1.1 Contractor Prequalification

The contractor carrying out traffic signals construction and/or reconstruction work must be prequalified under the TfNSW Prequalification Scheme for Traffic Signal Contractors. Details of the Prequalification Scheme is available at the TfNSW website at:

<http://www.rms.nsw.gov.au/business-industry/partners-suppliers/tenders-contracts/prequalification-scheme.html>

2.1.2 Contractor's Responsibilities

You are responsible under this Specification for the installation of new, and/or reconstruction of existing, traffic signals in accordance with this Specification and traffic signal design plans. It includes (but not necessarily be limited to) the following:

- (a) supply of all of materials and equipment for the Works, unless stated otherwise in the contract documents;
- (b) preparation and submission of the electrical design drawings (refer Clause 3.2);
- (c) incidental works, such as relocation of minor traffic signs, as directed by the Principal (refer Clause 2.6.3);
- (d) preparation and submission of all handover documentation, including Work-As-Executed (WAE) drawings.

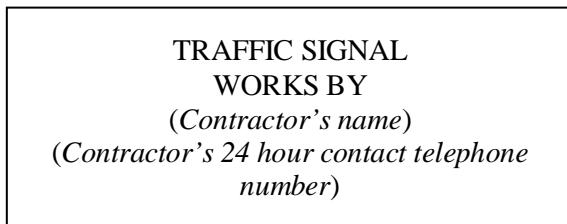
2.1.3 Temporary Utility Services

You are responsible for arranging utility services for your own use at the Site.

2.2 WORK HEALTH AND SAFETY, TRAFFIC CONTROL AND ENVIRONMENT**2.2.1 Work Health and Safety**

Comply with the requirements of Specification TfNSW G22 for work health and safety.

In addition, where you are the “principal contractor” under the *Work Health and Safety Regulation 2017 (NSW)*, provide signs displaying the following legend:



at the following locations for the duration of the Works:

- (a) On at least one warning device (refer Clause 2.2.2) at a prominent location within the Site. The letters and numbers must be in black colour, of minimum height 75 mm, on a white background.
- (b) On both sides of at least two barrier boards at the Site. The letters and numbers must be in yellow colour, of minimum height 15 mm, on a black coloured stripe in the middle of the barrier board.

2.2.2 Traffic Control

Comply with Specification TfNSW G10 and the Traffic Control at Work Sites Manual for the control of traffic at the Site during construction, including Road Occupancy Licence.

In addition, provide high visibility warning device(s) to alert road users to the presence of works ahead.

2.2.3 Environmental Protection

Comply with the requirements of Specification TfNSW G36, including working outside of normal working hours.

2.2.4 Materials and Equipment Storage

Comply with TfNSW G36 for storage of equipment and materials, which must not disturb the surrounding environment.

Obtain prior approval from the NSW Police and appropriate local Council to store materials on footpaths. When storing materials on footpaths, do not obstruct driveways or free passage of pedestrian traffic.

If you propose to store equipment or material on private property, obtain prior approval from the property owner(s).

2.3 EXISTING UTILITY INFRASTRUCTURE AND ROAD OPENING PERMIT

2.3.1 Existing Utility Infrastructure

Before commencing work at the Site, make all necessary enquiries, including Dial Before You Dig, and carry out the necessary inspections to make yourself familiar with the type and location of all existing utility infrastructure, whether surface, underground and overhead.

Take all necessary measures to avoid damage to the existing utility infrastructure.

In the event that you damage any utility infrastructure, contact the utility owner immediately, and in conjunction with the utility owner, arrange for the repairs as soon as practicable. You will bear the full cost of such repairs, including the cost of restoration of the surrounding area.

2.3.2 Space Allocation for Underground Utility Infrastructure

Comply, insofar as is practicable, with the requirements of the “Model Agreement for Local Councils and Utility/Service Providers” and the “Guide to Codes and Practices for Streets Opening” published by the NSW Streets Opening Coordination Council.

If the proposed installation cannot be carried out due to the presence of existing utility infrastructure, immediately seek direction from the Principal in relation to any changes required for the installation.

2.3.3 Road Opening Permit

Before commencing any excavation work involving existing road pavement or footpath, obtain first the Road Opening Permit from the relevant authority where so specified in Annexure TS101/A.

2.4 PROGRAM

If not already submitted as part of the Contract Program in accordance with GC21 General Conditions of Contract, submit to the Principal an installation program for the traffic signal works. The installation program must show the commencement date of excavations at each traffic signal location, and the completion date of all electrical works.

If the traffic signal works are carried out in several stages, show in the installation program the commencement and completion dates for each of the different stages.

Take particular care when programming traffic signals reconstruction work, to ensure that the new traffic signals are ready for use when existing traffic signals are switched off and taken out of service.

Keep the installation program updated and current throughout the duration of the Contract.

If there is a change in the installation program, immediately inform the Principal in writing and submit a revised updated program.

2.5 NOTICE FOR INSPECTION

Provide the Principal with at least 36 hour notice for sites in Sydney, Newcastle and Wollongong, and 48 hour notice for all other sites, for inspection of the following:

- (a) Conduits, after installation but before backfilling over the conduits.
- (b) Footings for mast arms (all types) and Type 6 posts, and other special post footings, before placing concrete.

-
- (c) Footing for controller, before placing concrete.

2.6 ASSOCIATED WORKS

2.6.1 Associated Roadworks

At some locations, commencement of traffic signal works is dependent upon prior completion of the associated roadworks, such as alterations to existing kerbs and islands, or asphalting.

Details of the associated roadworks will be shown on the relevant roadworks drawings showing details of the proposed traffic staging.

The party responsible for coordinating these works with TfNSW, local Councils and other relevant authorities/agencies where necessary, to prevent interruption to the works and consequent delay in the Program, is stated in Annexure TS101/A.

2.6.2 Conduits Installed by Others

At some locations, cable conduits have been or will be installed by others.

Details of the extent and location of these conduits will be provided by the Principal before commencement of the Works.

2.6.3 Incidental Works

Remove or relocate any minor traffic signs (e.g. parking signs) which are in the way of the traffic signals installation, where so shown on the Drawings or as directed by the Principal.

The party responsible for the relocation of existing traffic facilities such as bus stop shelters and carrying out other incidental works such as removal or trimming of trees, is stated in Annexure TS101/A.

3 DESIGN DRAWINGS

3.1 TRAFFIC SIGNAL DESIGN PLANS

The Principal will provide you with electronic copies (in CADD file format) of the project traffic signal design plans.

A typical design layout for a signalised intersection is shown on Drawing No. VD002-22, and a typical design layout for a mid-block crossing is shown on Drawing No. VD002-20.

Standard positioning of traffic signal components at intersections is shown on Drawing No. VD001-5.

Symbols and abbreviations used on traffic signal drawings are shown on Drawing No. VD003-6 (Sheets 1 - 7).

3.2 ELECTRICAL DESIGN DRAWINGS

3.2.1 General

All drawings submitted by you (including those prepared by your electrical designer) must comply with all relevant requirements of applicable specifications and standards and must carry the TfNSW title block.

Unless otherwise specified, drawings must comply with the requirements of AS 1100. Traffic signal and other symbols must comply with AS 1100.401 and Drawing No. VD003-6 (Sheets 1 - 7).

3.2.2 Cable Installation Drawings

Show in the cable installation drawings the position and size of all conduits, pits, cables, signal posts/mast arms, vehicle loop detectors, control equipment (i.e. controller), electricity supply points and associated components, true to scale, including all relevant dimensions to enable the position of all items to be clearly and unambiguously determined. All such dimensions must relate to property or kerb alignments.

Typical cable layouts are shown on Drawing Nos. VD002-21 and VD002-23.

3.2.3 Cable Connection Chart

Complete the cable connection chart for each site. The chart must include a cable layout and signal phasing diagram and must give full details of connections of all cables to control equipment, post top terminals, vehicle loop detectors and pedestrian push-button assemblies.

A typical example of a cable connection chart is shown on Drawing No. VD002-37.

3.3 NON-STANDARD DESIGNS

3.3.1 General

Where items such as post footings and pits cannot be constructed in accordance with the standard designs shown in the standard drawings, and if project specific details are not provided, modify the design of the footing shown in the standard drawings and submit details of the modification to the Principal for acceptance before commencing installation.

3.3.2 Bridging Over Utility Infrastructure

Where other utility infrastructure run below the proposed footing, modify the design of the footing to bridge across them, so that they can be repaired or removed at any time without damage to either the footing or the utility infrastructure.

3.3.3 Excavation Near Embankment, Trench or Drain

Where a mast arm, Type 6 post or other special post footing is to be installed within 3 m of the edge of an embankment, a trench or a drain, or in soft unstable or previously disturbed soil, notify the Principal.

The Principal will assess the site conditions and may provide you with a modified design of the footing with increased excavation and improved anchorage.

3.3.4 Location of Pits

Do not locate pits in roadways unless approved by the Principal.

Do not locate pits in kerb ramps or driveways unless approved or directed otherwise by the Principal.

3.4 ACCEPTANCE OF CONTRACTOR DRAWINGS

At least 10 working days before the scheduled date of commencement of work at any traffic signals site, submit to the Principal electronic copies (in CADD and pdf format) of the cable installation drawings and cable connection chart for acceptance.

The Principal will endeavour to provide the review outcome of these drawings within 10 working days. If these drawings are not acceptable, you will be notified and the drawings will be returned with the appropriate comments for amendment and resubmission.

HOLD POINT

Process Held: Commencement of work at any traffic signals site.

Submission Details: Cable installation drawings and cable connection chart, at least 10 working days prior.

Release of Hold Point: The Principal will consider the submitted documents, and may require further revised submissions, prior to authorising the release of the Hold Point.

3.5 EXISTING BRIDGE STRUCTURE

3.5.1 Approvals

Before carrying out any excavation near, or installing attachments to, an existing bridge structure, submit to the Principal full details of the proposed method, supported by dimensioned diagrams. The Principal will arrange to obtain the necessary approvals from the relevant authority/agency responsible for the bridge structure.

HOLD POINT

Process Held: Excavating near or installing attachments to existing bridge structure.

Submission Details: Details of proposed work, supported by dimensioned diagram(s).

Release of Hold Point: The Principal will arrange to obtain the necessary approval for the proposed work, and may seek further information from the Contractor, prior to authorising the release of this Hold Point.

Do not commence any such work until you have been formally notified by the Principal of the receipt of approval from the authority/agency responsible for the bridge structure to the proposed work, together with details of special conditions attached to such approval.

3.5.2 Type 2 Post Installation on Existing Bridges

For Type 2 posts on existing bridges, use the installation details shown on Drawing No. VC002-45 and associated Drawing No. VM202-31. Do not use this detail for bridges to be constructed as part of the Works.

3.6 COMMENCEMENT OF CONSTRUCTION

Do not commence traffic signals work at any site until your submitted electrical design drawings have been accepted, unless approved otherwise by the Principal.

For the purposes of staging the Works, you may commence the associated civil works as soon as your proposed cable installation plan is accepted. However, do not commence the actual wiring of the cables until the proposed cable connection chart is accepted.

Construct the traffic signal works only in accordance with the accepted drawings.

4 MATERIALS AND EQUIPMENT

4.1 CONCRETE AND STEEL REINFORCEMENT

4.1.1 Concrete

Unless shown otherwise on the Drawings, concrete must be grade N25 with maximum aggregate size of 20 mm, complying with Specification TfNSW R53.

As shown on the Standard Drawings, concrete for footings for traffic signal posts or mast arms Types 5, 6, 9, 10 and 11 must be grade N32.

4.1.2 Steel Reinforcement

Steel reinforcement must comply with TfNSW R53.

4.2 CONDUITS AND ASSOCIATED ITEMS

4.2.1 Conduits

Conduits for electrical cabling must be orange rigid plastic heavy duty grade to AS/NZS 2053.

4.2.2 Couplings and Bends

Couplings must have a moulded stop in the centre to ensure equal engagement of pipes from both ends.

Bends must have a minimum internal radius of 230 mm and no sharp internal ridges.

4.2.3 Polymeric Cable Cover and Marker Tapes

Polymeric cable cover strip (orange colour) over conduits must comply with AS 4702 and be at least 3 mm thick.

Orange marker tape for laying above conduits must comply with AS 2648.1.

4.3 CABLES**4.3.1 General**

All multicore power cables, detector feeder cables and detector loop cables must comply with Specification TfNSW TSI-SP-046.

4.3.2 Sealant for Cable Joints

Sealant for sealing cable joints must be “Type Approved” under Specification TfNSW TSI-SP-056.

4.4 EQUIPMENT SUPPLY**4.4.1 General**

Supply all equipment and material required for the Works, except the site personality card for traffic signal controllers, which will be provided by the Principal. Where so stated in Annexure TS101/A, the Principal will also supply the controller.

All equipment supplied must comply with this Specification and other applicable TfNSW equipment specifications and drawings. Where TfNSW specifications and drawings do not exist, the equipment and material must comply with the relevant Australian Standards or, in their absence, the appropriate ISO or IEC standards.

4.4.2 Condition of Supplied Equipment

All equipment and material supplied by you must be brand new, unless stated otherwise in the Contract. Drawings for some of the major items of equipment are listed in Appendix TS101/M.

You may use recycled material and reconditioned equipment, where so stated in the Contract. Obtain approval from the Principal for the use of such material and equipment before commencing any work.

4.4.3 Care of Equipment Supplied

Where you have taken possession of equipment supplied by the Principal, you are responsible for their care until the traffic signal works has passed all relevant tests and handed over to the Principal.

Until this is done, make good any damage caused to the equipment during the time that they are in your possession at your own cost.

4.5 EQUIPMENT SELECTION

The critical traffic signals/ITS equipment selected for use, and installed for the Works, must be either TfNSW “Type Approved” or “Acceptable” items, as described below.

4.5.1 Equipment Listed in TfNSW TS200

The ITS equipment listed in TfNSW TS200 is considered to be suitable for this purpose, either under the “Type Approved” or “Acceptable” categories.

For some items such as traffic signal controllers, the manufacturer’s name as marked on the equipment is insufficient to determine their model and approval status. In some instances, the hardware’s firmware version may need to be identified. Such information may be found in the particular item’s type approval certificate.

4.5.2 Mechanical Items Shown on TfNSW Drawings

Mechanical parts/components that are fully described in the TfNSW Drawings listed in Annexure TS101/M are considered to be “Acceptable” items.

4.5.3 Project Specific Approval

For device(s) which are not “Type Approved” or “Acceptable” items under Clauses 4.6.1 and 4.6.2, you may seek approval for their use in accordance with the process stated in Specification TfNSW TS202.

Be aware that the assessment process for approval may require some considerable time, without any guarantee that a positive outcome will result at the end of the assessment process. Any delays arising from this approval process will not be a cause for an extension of time.

As part of the assessment process, provide any additional information from the manufacturer as requested by the Principal.

4.6 TRAFFIC SIGNAL POSTS, MAST ARMS AND LANTERNS

4.6.1 Traffic Signal Posts and Mast Arms

Traffic signal posts and mast arms must comply with Specifications TfNSW TSI-SP-043 and TfNSW TSI-SP-054 respectively and be an “Acceptable” item listed in TfNSW TS200.

4.6.2 Traffic Signal Lanterns

Traffic signal lanterns must comply with Specification TfNSW TSI-SP-045, which must be a “Type Approved” item listed in TfNSW TS200.

4.7 MISCELLANEOUS ITEMS

4.7.1 Mounting Brackets

(a) For Type 2 posts

Mounting brackets for Type 2 posts must be in accordance with Drawing Nos. VM200-14 and VM200-15.

(b) For mounting traffic signs

Mounting brackets for mounting traffic signs must be in accordance with Drawing Nos. VT006-51, VT006-52, VT006-53, VT006-54, VT006-55, VT006-56, VT006-57, VT006-58 or VT006-61.

4.7.2 Offset Bracket Plates

Offset bracket plates for Type 2 post must be as shown on Drawing Nos. VM202-16 and VM202-17.

4.7.3 “Z” Brackets

“Z” brackets must comply with Drawing Nos. VM012-8, VM012-12, VM012-13 and VM012-20, as appropriate.

4.7.4 Mounting Straps

Mounting straps for the lanterns, complying with Drawing No. VM012-7, are normally supplied together with the lanterns.

4.7.5 Fuse Enclosure

Pole mounted fuse enclosure must comply with Drawing No. VM007-2.

Underground fuse enclosure must comply with Drawing No. VE500-10 and Specification TfNSW TSI-SP-061.

4.7.6 Lock Washers

Lock washers (in pairs) for use to lock lanterns in position must be in accordance with Drawing No. VM200-24.

4.7.7 Lantern Covers

Yellow lantern covers and black lantern covers for use for covering non-operational lanterns must be in accordance with Drawing No. VM418-1 and Drawing No. VM418-3 respectively.

4.7.8 Reflectorised Bands Around Signal Posts

Reflectorised bands applied around signal posts must be yellow pressure-sensitive Class 1 retro-reflective material in accordance with AS/NZS 1906.1.

5 IN-GROUND WORKS

5.1 EXCAVATION

5.1.1 General

Use trenchless methods for the purpose of conduit installation wherever practicable and avoid trench excavations in roadways. Where use of trenchless methods is not possible, consult the Principal before commencing any trench excavation in the roadway.

The width of trenches for conduits must not exceed 0.4 m, as shown on Drawing Nos. VC001-8 and VC001-9.

Carry out trench excavations such that any disruption to vehicular and pedestrian traffic is kept to a minimum, and comply with the conditions of your Road Occupancy Licence.

Keep to a minimum the time each excavation is left open.

HOLD POINT

Process Held:	Road opening (i.e. excavation of roadway pavement).
Submission Details:	Details of open trenching work, including if appropriate, methods of shoring and provision for traffic.
Release of Hold Point:	The Principal will consider the submitted details, prior to authorising the release of the Hold Point.

5.1.2 Saw Cutting of Existing Concrete Pavement

This Clause 5.1.2 is applicable only to existing concrete pavements.

Where trench excavation is to be carried out on an existing concrete pavement, before commencing excavation, saw cut the edge of the trench to a depth of not less than 50 mm. Do not carry out the saw cutting until you have established that there is no existing utility infrastructure within the trench area.

For saw cutting and removal of parts of the existing concrete pavement slab, comply with the Standard Drawings for rigid pavement maintenance. These Standard Drawings are available on the TfNSW website at:

PCP: http://home.rms.nsw.gov.au/dts/cserv/os/original/standarddrawings/ds2013_001838.pdf

JRCP: http://home.rms.nsw.gov.au/dts/cserv/os/original/standarddrawings/ds2013_001890.pdf

CRCP: http://home.rms.nsw.gov.au/dts/cserv/os/original/standarddrawings/ds2014_005043.pdf

Where excavation for post footing is to be carried out on an existing concrete pavement, the edge of the pavement above the post footing excavation must be neatly and squarely trimmed.

5.2 BACKFILLING AND SPOIL DISPOSAL

5.2.1 Backfilling

Backfilling and compaction must comply with the relevant specifications and/or, where applicable, the conditions of the Road Opening Permit.

Backfill the excavations in accordance with Clause 5.3.6.

If excavated material is used to backfill footway excavations, it must be free from rocks, stones, pavement material or organic matter.

5.2.2 Spoil Removal

Remove excess spoil before the end of each day's work. Prevent stockpiled spoil from being washed down nearby drains in accordance with TfNSW G36.

5.3 CONDUIT INSTALLATION

5.3.1 Conduit Sizes

The size of conduits must be such that they provide adequate clearance for pulling of cables without risk of damage during installation. Drawing No. VR007-6 shows the number of cables which can be safely accommodated in various size conduits.

The size of the conduits for their intended use must be in accordance with Table TS101.1.

Table TS101.1 – Minimum Conduit Sizes

Permitted Use⁽¹⁾	Nominal Bore (mm)
In footways and roadways	80 ^(2, 3)
In roadways for mid-block pedestrian signal installations	50 ⁽³⁾
Underground power supply, or underground section of overhead power supply	25

Notes:

- ⁽¹⁾ Excludes telecommunications conduit to network connection points (refer Clause 5.11).
- ⁽²⁾ Where it is impractical to install an 80 mm NB conduit by trenchless methods, obtain approval from the Principal for smaller bore conduits.
- ⁽³⁾ All roadway conduits must be minimum 80 mm NB (unless approved otherwise by the Principal as per note ⁽²⁾ above), except for mid-block pedestrian signal installations where 50 mm NB conduits are permitted.

5.3.2 Installation

When installing conduits in the vicinity of existing utility infrastructure, comply with the requirements of the utility owners.

Where conduits are to be installed across a new roadway (with the overlying pavement still to be constructed), or across an existing roadway by open trenching, install a minimum of two 80 mm NB conduits laid side-by side. If more than two conduits are to be provided, stack the additional conduits on top of the lower layer.

Do not install more than two 90° bends between any two junction pits and/or footings.

Provide polyethylene rope of 10 mm minimum circumference inside the full length of all conduits (whether under roadway or footway) for use to draw cables.

5.3.3 Minimum Cover for Conduits

For new installation, provide a minimum cover over the conduits as follows:

(a) in roadways:

- (i) 0.75 m when installed by open trenching;
- (ii) 0.75 m when installed by trenchless methods, for a maximum bore diameter of 150 mm. For bore diameters larger than 150 mm, comply with TfNSW Technical Direction GTD 2018 002, unless approved otherwise by the Principal. GTD 2018 002 is available from the TfNSW website at <http://www.rms.nsw.gov.au/business-industry/partners-suppliers/documents/technical-directions/gtd2018-002.pdf>.

(b) in footways:

- (i) 0.5 m.

For conduits running along the length of a concrete median which is at least 75 mm thick, provide a minimum cover of 375 mm as measured from the median surface.

5.3.4 Joints

When jointing conduits, before insertion, clean thoroughly the interior of the fitting (whether coupling or bend) and the external end of the conduit, and coat the surfaces to be jointed with an approved bonding agent.

Except where fully encased in concrete, such joints must have an overlap equivalent to the nominal bore of the conduit.

5.3.5 Terminations

Terminate all conduits either at a junction pit or footing. Always terminate conduits crossing carriageways at junction pits.

Where two or more conduits cross road carriageways, only one conduit can be interrupted at the junction pit located in the median. Where this is not practical, consult with the Principal to confirm if additional conduits can be interrupted.

5.3.6 Backfilling

WITNESS POINT

Process to be Witnessed: Backfilling over installed conduits.

Submission Details:	Notice of location and proposed time for backfilling over installed conduits, with the notice period in accordance with Clause 2.5.
---------------------	---

Backfill around the conduits with clean sand up to at least 50 mm above the conduits.

For trenches in roadways, backfill over the sand surround with a 14:1 sand/cement mixture and install orange marker tape, as shown on Drawing Nos. VC001-8 and VC001-9.

For trenches in footways, install polymeric cable cover at approximately 60 mm above the conduit when backfilling with sand, then backfill with ordinary fill over the sand surround and install orange marker tape as shown on Drawing Nos. VC001-8 and VC001-9.

Compact the backfill before applying the temporary or permanent pavement restoration.

5.3.7 Steel Plate Protection

Where the cover over the conduits:

- (a) installed by open trenching is less than 0.5 m in roadways;
- (b) is less than 0.3 m in footways;

place hot-dip galvanized steel plates measuring 0.6 m x 0.3 m x 12 mm thick, on the top of conduits but under the polymeric cable cover strip, for additional protection as directed by the Principal.

Record details of the position of steel plates and show the details on the Work-As-Executed drawings (refer Clause 10.3).

Payment for this work will be made under Pay Item TS101P2, where such a pay item is provided.

5.4 TEMPORARY PAVEMENT RESTORATION

This Clause 5.4 is applicable only if final restoration is to be carried out by others (refer Clause 10.1.2).

After backfilling in accordance with Clause 5.3.6, seal the surface with a temporary layer of approved asphaltic material of minimum thickness 150 mm in roadways (asphalt pavements only) and 50 mm in footways, as shown on Drawing Nos. VC001-8 and VC001-9.

In footways paved with paving blocks, do not use asphaltic material, but replace with paving blocks placed on compacted and levelled sand unless otherwise shown on the Drawings or directed by the responsible authority/agency.

5.5 FOOTWAY PITS

5.5.1 Pavement Junction Box Pits

Use pavement junction box (PJB) pits in footways to protect and provide access to vehicle detector cable joints, earth electrodes (where these cannot be installed in the controller footing), and at an acute angle change of direction of conduits.

PJB pits must be in accordance with Drawing No. VC007-4.

The sizes of PJB pits used must be in accordance with Table TS101.2.

Table TS101.2 – Required PJB Pit Sizes⁽¹⁾

Condition	Size of PJB Pit
Maximum of two 29-core cables passing through pit Maximum of four conduits entering pit	Small
Maximum of four 29-core cables passing through pit Maximum of five conduits entering pit	Large
Five or more 29-core cables passing through pit Six or more conduits entering pit	Extra large

Note:

⁽¹⁾ Refer Drawing No. VC007-4.

The open ends of conduits must be at least 150 mm from the bottom of the pit as shown on Drawing No. VC007-4.

Where the depth (measured from the top of the footway) of the entering conduit exceeds 820 mm, entry into the pit must be via a bend, to ensure that the opening is at least 150 mm above the bottom of the pit.

5.5.2 Large Footpath Cable Junction Pit

In special situations, the Principal may direct that a large footpath cable junction pit be constructed in place of a PJB pit. Large footpath cable junction pits must be in accordance with Drawing No. VC007-5.

5.6 ROADWAY PITS

5.6.1 General

Do not locate pits in roadways unless approved by the Principal (refer Clause 3.3.4).

Pits in roadways must be capable of withstanding traffic wheel loading in accordance with AS 5100. The roadway pit design must be approved by TfNSW, and such pits must be provided with a heavy-duty cover and frame complying with Specification TfNSW TSI-SP-055.

5.6.2 Drainage

You may drain roadway pits into the stormwater drainage system, subject to the approval of the relevant authority.

5.7 TRAFFIC SIGNALS ON MULTI-FUNCTION POLES

Where traffic signals are installed on multi-function poles (MFPs), the conduit connecting from the junction pit to the MFP footing for use by TfNSW must be 80 mm NB complying with Clause 4.2.1, and extending to the centre of the pole. This will allow for the temporary replacement of the MFP with a standard Type 2 traffic signal post mounted on an adaptor stool in the event of an accident or relocation.

Each MFP must have an adjacent pit installed for traffic signal cable storage and access. This pit must be a PJB pit, extra large size, in accordance with Drawing No. VC007-4.

5.8 CONCRETE WORK - GENERAL

5.8.1 Concrete Work

Concrete work, including formwork and steel reinforcement, must be in accordance with TfNSW R53 unless specified otherwise in this Specification.

The Hold Point under Clause 3.3.1 of TfNSW R53 for placing of concrete applies, except that the notice period will be in accordance with Clause 2.5 (of TfNSW TS101).

5.8.2 Sampling and Testing

Sampling and testing must be in accordance with TfNSW R53.

Provide a copy of the test reports to the Principal.

The cost of sampling and testing will be borne by you.

5.9 POST AND MAST ARM FOOTINGS

5.9.1 General

Post and mast arm footing and associated holding down bolt assembly must be in accordance with the details shown on the Drawings listed in Table TS101.3.

Table TS101.3 – Post and Mast Arm Footing and Associated Holding Down Bolt Details

Type	Reference Drawing No.	
	Footing	Holding Down Bolt
Post		
Type 2 post	VC002-71	VC002-50
Type 6 post	VC002-72	VC002-38
Type 7 and 8 posts	VC002-59	VC002-60
Type 13 post	VC002-66	VC002-67
Mast Arm		
Type 4 mast arm	VC002-75	VC002-50
Type 5 and 9 mast arms	VC002-72	VC002-38
Type 10 and 11 mast arms	VC002-65	ME10728 Sheet 4

5.9.2 Setback Distances

Comply with Drawing No. VD001-5 for minimum setback distances, but unless shown otherwise on the relevant traffic signals design plan, do not install post or mast arm on a footway closer than 0.6 m in from the face of the kerb.

The Principal may vary the position and shape of the footings, where the underground services or the overhead awning prevent it from being installed in the nominated position. Where necessary, offset bracket plates (refer Clause 4.7.2) may be used to offset a Type 2 post on a standard footing (in situations such as reconstruction of existing signals).

Do not install post or mast arm footing above a joint, valve or similar device located within any service mains running below the footings.

5.9.3 Concrete Footing Construction

Construct concrete footings for all types of mast arm and Type 6 posts and other special posts on previously well compacted soil, within excavations specially carried out for these footings. Do not install these footings within excavations carried out for other purposes (e.g. under-road boring).

Place concrete for the footing directly in contact with the sides of the excavation. Where this is not practical, construct the footing using formwork, and backfill the space between footing and the adjacent ground and compact fully.

Where formwork is used, it must be removed on completion of the work.

Grease the exposed threads of holding down bolts and protect them with a suitable cap or sleeve, before placing concrete.

5.9.4 Footing Construction to Modified Design

Before commencing construction of footings to a modified design (refer Clause 3.3), submit details of the modified design for the Principal's consideration.

HOLD POINT

Process Held:	Commencement of construction of post footing to a modified design, necessitated by site conditions.
Submission Details:	Details of modified footing design.
Release of Hold Point:	The Principal will consider the submitted details and may require additional details or amendments to the design, prior to authorising the release of the Hold Point.

5.10 CONTROLLER HOUSING FOOTINGS

5.10.1 Ground Mounted Controller

Footing for ground mounted standard controller housing must be in accordance with Drawing No. VC002-73.

Footing for ground mounted small controller and CCTV housing must be in accordance with Drawing No. VC002-76.

Ensure that the 20 mm NB conduit for the telecommunications line into the controller is aligned correctly during construction of the footing.

Holding down bolts for housing footing must be in accordance with Drawing No. VC002-56.

5.10.2 Post Mounted Controller

Where so shown on the relevant traffic signals design plan, simple controllers may be accommodated in weatherproof housings fastened to one of the signal posts, in accordance with Drawing No. VM625-17.

Footing for Type 2 post with post mounted controller must be in accordance with Drawing No. VC002-43.

Construct a concrete slab to connect the post footing, the PJB pit containing the earth electrode, and the telecommunications jointing pit (refer Clause 5.10.3) such that they are all integral with each other, as shown on Drawing No. VC002-43.

5.10.3 Telecommunications Jointing Pit

Unless otherwise shown on the traffic signals design plan, each controller footing must incorporate a precast jointing pit, to connect with the telecommunications line conduit (installed by others, refer Clause 5.11), in accordance with Drawing Nos. VC002-73 or VC002-43.

Install an insulated draw-wire inside the 20 mm NB conduit between the terminal box on the side of the controller housing and the precast jointing pit.

5.10.4 Holding Down Bolt Installation

Use a template during construction of the controller footing to ensure that the bolt centres of the holding down bolts are installed at their correct positions, in order to fit holes in the frangible plates supplied with the controller housing.

5.11 TELECOMMUNICATIONS LINE CONDUIT

TfNSW will apply to the telecommunications service provider for the provision of a telecommunications line connection to the controller (where required).

The telecommunications service provider (or its contractor) will install the telecommunications line within a 20 mm NB conduit, up to the jointing pit located next to the controller housing (refer Clause 5.10.3).

Coordinate with the telecommunications service provider (or its contractor) for this work.

6 ABOVE GROUND WORKS

6.1 SIGNAL POSTS AND MAST ARMS

6.1.1 General

Unless otherwise directed or approved by the Principal, do not commence erection of signal post or mast arm, unless all other equipment needed for the completion of the traffic light signal installation is available, and until the necessary traffic staging has advanced to a stage where all components can be installed without creating a traffic hazard, and conduit and pit installation is complete.

Do not erect mast arms, Type 6 posts and other special posts on a footing until at least 7 days have elapsed after placing of the concrete, or the concrete has achieved the specified strength, whichever occurs first.

HOLD POINT

Process Held:	Erection of signal post(s) or mast arm(s) on site.
Submission Details:	Evidence that all needed equipment is available and necessary traffic staging is complete, and concrete strength test results where appropriate.
Release of Hold Point:	The Principal will consider the submitted details, prior to authorising the release of the Hold Point.

6.1.2 Assembly and Erection

Assemble mast arms in accordance with the details shown on the Drawings listed in Table TS101.4.

Table TS101.4 – Mast Arm Assembly

Mast Arm Type	Reference Drawing No.
Type 5 ⁽¹⁾ mast arm	VM211-26
Type 9 mast arm	VM215-1
Other types ⁽²⁾	Relevant design drawings and assembly instructions

Notes:

⁽¹⁾ Type 5 (tapered) mast arm must have an overlap at the joint of at least 360 mm.

⁽²⁾ Drawings for Types 10 and 11 mast arms can be obtained from the Principal.

Erect the posts and mast arms vertically.

Take all necessary precautions to prevent damage to the galvanising coating of the mast arm sections during assembly and erection.

Maintain the safety clearances shown on Drawing No. VM211-20 for mast arms and Type 6 posts from overhead power lines and communications cables. Promptly notify the Principal if these safety clearances cannot be achieved.

6.1.3 Erection of Special STOP Signs

Where shown on the traffic signals design plan for new installation, attach special STOP signs (R1-4N) in accordance with Drawing No. VM202-12, to those posts located on each of the minor approaches.

Erect the signs at the same time as when lanterns are installed. Temporarily cover up the special STOP signs if they conflict with existing traffic signs during construction.

6.1.4 Installation of Post/Mast Arm through Awning

Where it is necessary for a post/mast arm to pass through an existing awning, the Principal will seek permission from the owner(s) of the affected premises and, if applicable, the relevant local Council to undertake modifications to the awning. Where the Principal is not TfNSW, this task will be undertaken by the Principal and not TfNSW, notwithstanding Clause 1.3.1.

Do not commence this work until you have received notification from the Principal that permission has been obtained from the relevant parties to do so.

WITNESS POINT

Process to be Witnessed: Modification work to an existing awning.

Submission Details: Notification of location, date and time of the work, at least 48 hours prior.

Make good any hole created in the awning, to the satisfaction of the property owner and the Principal. Provide a 25 mm clearance between the post/mast arm and the awning, and install a gutter to prevent rainwater from the awning flowing into the opening. Comply with any other requirements (such as provision of flashing) specified by the local Council.

6.2 TRAFFIC SIGNAL LANTERNS

6.2.1 Mounting Arrangement

Mount traffic signal lanterns in accordance with the details shown on the Drawings listed in Table TS101.5.

Table TS101.5 – Traffic Signal Lantern Mounting Arrangement

Post and Mast Arm Type	Reference Drawing No.
Type 2 post	VM202-8
Type 6 post	VM212-2 and VM211-17
Type 5S (short) mast arm	VM211-6 Sheet 1
Type 5L (long) mast arm	VM211-21
Type 5XL (extra-long) mast arm	VM211-17
Type 9 mast arm	VM215-1

Mount vehicle lanterns on Type 2 posts at the top of such posts, unless otherwise shown on the relevant traffic signals design plan.

Provide below any target board (refer Clause 6.2.6) a clearance of 2.4 m where practical, but in any case provide a clearance of not less than 2.0 m.

Mount pedestrian lanterns such that the top of such lanterns is approximately 3 m above pavement level.

Install pedestrian lanterns on the pedestrian crossing side of the post/mast arm/pole, unless directed otherwise by the Principal.

Provide below any pedestrian and bicycle lanterns a minimum clearance of 2.4 m where practical.

6.2.2 Attachments to Wooden Poles

For attachments of lanterns to an existing wooden pole, comply with the arrangement shown on Drawing Nos. VM015-16 and VM015-18.

Vehicle lanterns on wooden poles must be mounted at approximately 4 m above pavement level.

Provide the special terminal box assembly as shown on Drawing No. VM015-21.

6.2.3 Aim Point

(a) Vehicle Lantern

Attach vehicle lanterns (except overhead lanterns on mast arms) to the post/mast arm/pole such that it is aimed at a point located at a height of 1.4 m within 150 m of the stop line on the approach to which the signal is directed. For primary lanterns located at the stop line, this point will be located at a minimum distance of 15 m from the stop line.

(b) Pedestrian Lantern

Attach pedestrian lantern to the post/mast arm/pole such that it is aimed at the centre of the appropriate pedestrian crossing at the opposite side of the roadway, at a height of 1.5 m above the kerb.

6.2.4 Mounting Using Mounting Strap

Mount the required number of lanterns neatly and compactly on the post/pole using mounting straps (refer Clause 4.7.4).

Mount lanterns and ancillary attachments as far back as practicable from the front face of the kerb.

Maintain the minimum distance between any part of a lantern, its visors, or target board and the roadway as shown on Drawing No. VM202-8.

You may use “Z” brackets (refer Clause 4.7.3) to raise the height of a lantern under an awning.

Install only one lantern strap on each lug screw at the traffic signal post/mast arm/pole.

During installation, space (vertically) the mounting straps to suit the mounting distances of the lanterns to avoid subjecting the lantern bodies to bending stresses, which can cause cracking of the lanterns in the long-term and impair the weatherproofing qualities. Where necessary, provide spacers or offset brackets to satisfy this requirement.

6.2.5 Locking Using Lock Washer

Lock all lanterns in position using lock washers (refer Clause 4.7.6) as shown on Drawing No. VM200-28.

Install all dual lanterns using the tee-bar method of mounting with lock washers as shown on Drawing No. VM200-27.

6.2.6 Target Boards

Fit all vehicle lanterns with target boards in accordance with the requirements of AS 2144.

6.2.7 Obstruction to Lantern Mounting and Target Board

Notify the Principal if local obstruction(s) is found to prevent mounting of lantern(s) in the stipulated position(s).

HOLD POINT

Process Held: Mounting lantern(s) in the stipulated position(s) due to local obstruction.

Submission Details: Proposal to overcome local obstruction.

Release of Hold Point: The Principal will examine the proposal and may require additional details or amendments to the proposal, prior to authorising the release of the Hold Point.

You may cut away target boards to avoid local obstructions, such as awnings, so that the traffic signal may be located and aimed in the required manner. Where you consider that the cutting of the target board is extensive or impractical, you may omit the target board with the approval of the Principal.

6.2.8 Lantern Leads

Trim lantern leads to form a drop below the entry point and tie them neatly to the post or mast arm as shown on Drawing Nos. VM202-8, VM211-21, VM211-17 and VM015-16.

Maintain every part of the flexible, exposed cable at least 2.5 m above pavement level.

6.2.9 Covering of Lanterns

For new sites under construction, and for existing out-of-service sites, cover the street-level primary and dual primary lanterns facing each approach with yellow lantern covers (refer Clause 4.7.7). For new sites, cover the lanterns immediately after erection of signal lanterns and until the traffic signals are commissioned and operational.

For non-operational lanterns at in-service sites (i.e. other lanterns are still operational at the site), cover the lanterns with black lantern covers (refer Clause 4.7.7) if the non-operational lanterns are to be left blacked-out for more than two hours or such other period as determined by the Principal.

Attach the covers neatly and tie them securely to the lanterns so that they remain in position under all weather conditions.

6.3 PEDESTRIAN PUSH-BUTTON ASSEMBLIES AND AUDIO-TACTILE FACILITIES

6.3.1 General

Attach pedestrian push-button assemblies to posts/mast arms as shown on the traffic signals design plan.

Install audio-tactile push-button assemblies (and associated electronic driver units) where specified on the traffic signals design plan.

6.3.2 Push-button Assembly Set Up

Orientate the arrow disc on pedestrian push-button assemblies as shown on Drawing No. VD001-7. For push-button assemblies on median posts, replace the standard single-headed arrow disc with a two-headed arrow disc, as shown on Drawing No. VD001-7.

The mounting height and alignment of push-button assemblies must be as shown on Drawing Nos. VD001-5 and VD001-6.

Where shown on the traffic signals design plan, mount push-button assemblies on wooden poles, attached to the 65 mm NB mild steel pipe as shown on Drawing No. VM015-16.

6.3.3 Audio-tactile Facilities

Comply with Drawing No. VE530-8 for installation of audio tactile facilities.

Where the audio-tactile push-button assembly is installed on a traffic signal post or mast arm, mount the associated weatherproof housing for the electronic driver unit at normal pedestrian lantern height, so that convenient access can be obtained from a ladder placed on the footpath (refer Drawing Nos. VE530-8 and VM202-8).

6.4 TRAFFIC SIGNAL CONTROLLER

6.4.1 Ground Mounted Controller

Install ground mounted controllers on concrete footings constructed in accordance with Clause 5.10.1.

Check that the 20 mm NB conduit for the telecommunications line into the controller has been aligned correctly, and position correctly the frangible mounting plates of the housing during installation.

Install the controller strictly in accordance with the manufacturer's installation instructions. Any variation from the manufacturer's instructions must be approved by the Principal.

6.4.2 Post Mounted Controller

In accordance with TfNSW Technical Direction TDT 2010/06, do not install post mounted controllers at new sites or for major upgrade of sites which have existing post mounted controllers, unless directed or approved otherwise by the Principal.

Where the controller housing is mounted on the signal post, position it so that access to the plug-in modules is from the footpath side.

Install the controller housing generally as shown on Drawing No. VM625-17.

6.5 SPECIAL FACILITIES

Where specified on the traffic signals design plan, provide special facilities, such as auxiliary signals in Fire/Ambulance stations. Typical connections are show on Drawing No. VE535-1. Provide conduits to fully enclose all cables to this auxiliary equipment.

For other special requirements such as signals linking to other signal installations or railway level crossing equipment, comply with the requirements shown on the traffic signals design plan where applicable.

6.6 SURFACE TREATMENT

6.6.1 Protective Surface Treatment

Make good any damage caused to the equipment, and in particular its protective surface treatment, during transport, storage or installation.

You do not need to paint signal posts and mast arms which have been hot-dip galvanized, but repair any areas where the protective coating has been damaged during transport, storage or installation by recoating them with a cold-curing galvanizing paint conforming to AS/NZS 3750.9.

6.6.2 Reflectorised Bands

For all posts located on medians, and those located in exposed positions on other islands, apply 1.2 m wide reflectorised bands complying with Clause 4.7.8 around the entire circumference of the post, with the lower edge at 0.75 m from ground level.

Apply the reflectorised bands immediately after erection of the post on site.

6.7 TRAFFIC SIGNS ON SIGNAL POSTS

Where traffic signs are to be installed on signal posts as shown on the traffic signals design plan, mount them using standard mounting brackets (refer Clause 4.7.1(b)). Install lock washers at each hinged joint (refer Drawing No. VT006-60).

Do not attach the signs directly to the lantern target board or bracket. Do not attach the sign brackets to the same mounting points as that for lanterns or other traffic signal equipment.

Mount the signs in such manner that they do not restrict observation of the traffic signals by drivers and pedestrians, or block access to the lanterns by preventing full opening of the lantern doors.

Do not use bands for mounting signs permanently, but you may use bands to mount signs temporarily for a period of up to one month, unless otherwise approved by the Principal.

Install such traffic signs at a minimum distance of 300 mm away from the kerb.

7 CABLING WORKS

7.1 GENERAL

7.1.1 Quality Documentation

Before installing any multicore power cables, detector feeder cables or detector loop cables, submit documentation verifying that the cable has been tested and complies with the requirements of TfNSW TSI-SP-046.

7.1.2 Cable Types

Cabling between the controller and signal posts/mast arms must be 29-core cable complying with TfNSW TSI-SP-046 (refer Clause 4.3).

Cabling between loop detector junction points and the associated controller sensor unit (known as detector feeder cable) must be single or multi-pair screened cable complying with TfNSW TSI-SP-046.

Cabling to posts used solely for provision of pedestrian push-button assemblies must be standard 7/0.40 gauge (1.5 mm^2) insulated cable, complying with AS/NZS 3808, with four insulated cores in addition to an earthing conductor.

Cabling to push-button assemblies within the same post must be standard 7/0.40 gauge (1.5 mm^2) insulated cable, complying with AS/NZS 3808, with two insulated cores in addition to an earthing conductor.

Cables carrying the incoming electricity supply must be 6 mm^2 single double-insulated 240V AC grade cable, unless specified otherwise by the local Electricity Supply Authority or the Principal.

7.2 CABLE LAYOUT (CABLING RULES)

Each cable must only have a single circuit back to the controller; i.e. ring circuits or overlapping circuits are not permitted.

Run cables from the controller to a mast arm first before connecting to other types of posts, unless otherwise directed or approved by the Principal.

For all cases (except as provided in the next paragraph below), a maximum of two 29-core cables may connect to a signal post/mast arm, unless otherwise directed or approved by the Principal. This restriction does not apply to 5-core cables.

For a single post located on a median, only one 29-core cable may connect to the post. This restriction does not apply to 5-core cables.

This requirement for a single cable connection may be relaxed for extra wide medians (i.e. wider than 3 m) where there are two or more posts, and for traffic signal reconstruction sites (refer Clause 8) where capacity of the existing conduit (crossing the road) precludes installation of any extra cables.

Where the size of the existing road crossing conduit precludes the installation of an additional 29-core cable within the existing conduit, a 5-core cable may be installed instead, but only for connection to pedestrian push-button assemblies, where approved by the Principal.

At each traffic signals site, run separate cables directly from the controller to posts/mast arms located at each corner (including triangular islands and slip lanes) and medians. The cable for the post on a median may be connected to a post at a corner as long as the cable is not connected to the cable run for the adjacent primary post on the same approach.

For all 29-core cables, provide at least three spare cores in each cable.

7.3 CABLE INSTALLATION

7.3.1 General

Install all traffic signal cables inside conduits acting as protective cover for the cables.

7.3.2 Pulling Cables

When pulling cables through conduits, implement the following measures to avoid damage to the cables:

- (a) Do not use ratchets, levers, winches or other mechanical devices of any kind to pull the cables.
- (b) Feed the cable manually into the conduit when the cables are being pulled through the conduits.
- (c) Do not allow any cable to bear on any sharp edge of a pit or concrete footing while being fed into a conduit or being pulled out of a conduit.
- (d) Pull the cables only through one conduit section at a time. For the purposes of this Specification, one conduit section is the length of conduit between two successive access points along a given cable route.
- (e) Ensure that the cable is not twisted or kinked as it is being fed into the conduit.

7.3.3 Maximum Number of Cables in Conduits

The maximum number of cables which can be installed in underground conduits must be in accordance with Drawing No. VR007-6, except where the conduits are existing.

Where the underground conduits are existing, the maximum number of cables allowable must be such that it will permit the installation of the cables without damage.

7.3.4 Provide Additional Length of Cable

Provide at least an additional one metre for all cables in each PJB or access pit.

Where traffic signals are installed on MFP (refer Clause 5.7), provide an additional 3 metres (4 metres in total) of each 29-core traffic signal cable stored in each pit adjacent to the MFP, to enable installation of a Type 2 traffic signal post on an adaptor stool.

7.3.5 Cable Arrangement Inside Pit

Position each cable inside a pit such that it causes the minimum obstruction to other cables already installed and conduit entries into the pit.

7.4 CABLE JOINTS

7.4.1 General

Except where shown otherwise on the Drawings, do not make joints in cables without the prior approval of the Principal. Do not make more than one joint in any cable run.

For reconstruction sites where cables are directly buried in the ground without conduits, do not make joints within the buried section of the cables.

Do not locate joints in cables inside conduits.

7.4.2 Jointing Method

Carry out jointing of cables in accordance with Drawing No. VM417-3. Do not carry out jointing of cables when any trace of water/moisture is present on the cable to be jointed.

7.4.3 Protection from Environment

Where jointing is not carried out immediately after cable installation, seal the ends of the cable to prevent entry of moisture into the interstices of the cable.

Before completion, protect temporary cable joints with a suitable IP68 rated enclosure.

7.5 CABLE TERMINATION

7.5.1 General

All cable termination work must be carried out by or under the supervision of a licensed electrician qualified to perform electrical installation work as required under the *Home Building Act 1989 (NSW)*.

Cable termination work includes, but is not limited to:

- (a) removal of sheathing,
- (b) stripping of conductors,
- (c) fitting of lugs,
- (d) soldering of conductors,
- (e) application of heat-shrink insulation,
- (f) securing of lugs in the terminal block, and
- (g) looming and tying of cores.

All cable termination work must comply with the requirements of AS/NZS 3000 and AS/NZS 3100 except where amended by this Specification.

7.5.2 Termination Procedure - General

Connect the individual conductors within the cable cores to the appropriate numbered terminal in accordance with the approved cable connection chart. Individual cores may be disconnected from any terminal if convenient for subsequent maintenance.

Bunch together and lace (without using cable ties) the cable cores in a tidy manner, and such that all terminal labelling remains visible.

Terminate the conductor using an approved type pre-insulated double grip (PIDG) lip blade crimp lug that grip the cable insulation as well as the copper strands, using a ratchet type crimping tool.

Insert lip blade crimp lugs correctly in the terminals in accordance with Drawing No. VM417-5. Do not use solder type terminations, except for the inter-connection of the detector loop cable and the feeder cable within the pavement junction box.

7.5.3 Controller

Securely support all cables entering the controller housing at their outer sheath to ensure that mechanical strain is not transmitted to the electrical connections.

For post mounted controller, the cables must enter the housing through a support post as shown on Drawing No. VM623-2.

Neatly form and tie the individual cores together, and position them such that access to housing terminals is not obstructed and terminal designations are not obscured. Do not lace together the cores of different cables in the same loom. Once the spare cores of each cable are laced together, neatly tie the cable looms together and locate them towards the rear of the housing.

Individually label each cable in accordance with its designation as shown on the approved cable connection chart. Identify clearly all cables using approved cable markers or approved, non-fading insulated tags securely tied to the cable in a readily visible position.

Terminate each conductor of the cable with a crimp type PIDG lip blade terminal (refer Clause 7.5.2).

7.5.4 Traffic Signal Post or Mast Arm

Bring the cables up the interior of the signal post or mast arm, and terminate them on the top terminal assembly. Do not lace together the cores of different cables in the same loom.

Firmly support all cables such that the weight of the cable does not impose mechanical strain on the electrical connections.

Clearly tag each cable with an approved type of permanent marker appropriate to its identification on the approved cable connection chart.

Clamp the lantern conduits on the post top assembly in accordance with Drawing No. VR017-11.

7.5.5 Pedestrian Push-button Assemblies

Connect the cabling as shown on Drawing No. VE530-7.

Connect the 2-core cable (white colour figure 8) directly to and terminate at the transducer in the push-button assembly. Terminate the remaining cable cores from the driver unit at the terminal assembly.

All wiring to push-button assemblies on short posts, installed in the footway with audio-tactile facilities, must be of 5-core cables. The standard colours for the insulated cores must be allocated as follows:

Red	Push-button active
Black	Common (ELV) Return
Green Yellow	Earth
White	Audio-tactile transducer
Blue	Audio-tactile transducer

All wiring to push-button assemblies on short posts, installed on medians and at mid-block crossings without audio-tactile facilities, must be of 3-core cables with standard colours Red, Black and Green Yellow as shown above.

7.6 DETECTOR LOOPS

7.6.1 General

The six types of inductive loop detectors currently in use are as follows:

- (a) 4.5 m long stop-line detector;
- (b) 11 m long turning-lane detector;
- (c) queue detector;
- (d) counting detector;
- (e) advance detector;
- (f) bicycle stop-line detector.

Run loop feeder cables directly from the loop detectors back to the sensor unit, normally located in the controller housing, through conduits and pits without passing through post footings.

7.6.2 Feeder Cable Layout

Typical installation of detector loops at intersections is shown on Drawing No. VC001-9.

Stop-line detector loops in each lane must be connected individually to the sensor unit to enable traffic in each lane to be detected separately. Each 2-loop section of 11 m turning-lane detectors must be separately connected to the sensor unit.

Advance detector loops are normally combined in series to provide two lanes per sensor.

Typically, two detector loops located for one bicycle lane must be connected into detector input channel separately.

7.6.3 Installation Procedure

Install the various types of detector loops in accordance with the Drawings listed in Table TS101.6 at the positions shown on the relevant traffic signals design plan.

Table TS101.6 – Detector Loop Installation

Detector Loop Type	Reference Drawing No. for	
	Installation Method	Wiring
Stop-line (presence) detector	VC005-17	VC005-19
Advance (passage) detector	VC005-18	VC005-19
Bicycle stop-line detector	VC005-36	VC005-37

If installing by sawcutting the pavement, clear the saw-slots of debris and moisture before installation of the loop cable.

Joint the loop cables to single or multi-pair screened feeder cables, and run them directly back to the controller housing.

Before jointing the loop cables and application of sealant to the saw-slots, carry out a wiring check.

7.6.4 Pre-formed Detector Loops

All pre-formed vehicle detector loops used must be listed in TfNSW TS200 under the “Acceptable” category.

Install the pre-formed loops on the top of the pavement base before the final asphalt wearing course is applied.

The recommended default installation depth is 40 mm to 50 mm (measured from the finished pavement surface) for pavement with asphalt overlay to achieve reliable detection.

7.7 ELECTRICITY SUPPLY

7.7.1 General

The Principal will apply for the permanent electricity supply for the traffic signals operation. The Principal will notify you as soon as a reply is received from the relevant Electricity Supply Authority. Do not commence any work on excavation for installation of electricity supply cables until you have been so notified.

The point and method of connection of the electricity supply shown on the traffic signals design plan is preliminary only, and is subject to confirmation.

Cables carrying the incoming electricity supply must comply with Clause 7.1.2.

7.7.2 Conduits and Sleeves

Where the conduit is pre-existing, the supply cable may be installed inside a common conduit together with the signal cables.

Where the supply cable passes through an PJB pit, it must be sleeved with (flexible) conduit and clearly and durably labelled “DANGER: TRAFFIC SIGNAL 240V SUPPLY” (refer Drawing No. VM416-2).

Within the controller, the electricity supply cable must be enclosed within a (flexible) conduit and must be sleeved up to and under the supply cable clamp in the controller housing.

7.7.3 Above-ground Electricity Supply

Where the electricity supply is from overhead mains, comply with Drawing No. VE500-1 for the connection to the controller, including installation of a pole mounted fuse box.

7.7.4 Underground Electricity Supply

Connect from the underground mains to the controller via an underground fuse installed in a PJB pit in accordance with Drawing No. VE500-11. The PJB pit must be located near the point of connection to the Electricity Supply Authority's mains.

Install the underground fuse box in accordance with Drawing No. VE500-11.

8 ADDITIONAL REQUIREMENTS FOR TRAFFIC SIGNAL RECONSTRUCTION SITES

8.1 DRAWINGS OF EXISTING FACILITIES

In addition to the project traffic signal design plans provided under Clause 3.1, the Principal will also provide you with the traffic signal design plans, cable installation drawings and cable connection chart that were implemented for the existing traffic signals site, in pdf format. The Principal may provide these documents in CADD file format, but only if the existing CADD file is considered as suitable.

8.2 NOTIFICATION TO TRANSPORT MANAGEMENT CENTRE

Upon arrival each day at any existing live traffic signals site, immediately notify the TMC and the Traffic Signal Service Provider's contact room (or the Principal) by telephone of the following details:

- (a) time of arrival on site;
- (b) brief description of the work to be carried out on the site;
- (c) details of existing equipment to be altered or removed.

Before leaving the site each day, notify the TMC by telephone of the following details:

- (d) time of departure from the site;
- (e) any alterations and removal carried out on existing equipment.

Record the information notified to the TMC, including the date of each notification, in a logbook. The logbook must be made available to the Principal upon request. Submit a copy of the logbook to the Principal at the time of Commissioning tests as an accurate and complete record of the work carried out on site.

8.3 TRAFFIC SIGNAL BLACKOUT

Where reconstruction of an existing live traffic signals site requires the traffic signal blackout of the site, obtain first the necessary Road Occupancy Licence for the times when the signal installation will be taken out of service.

Arrange for Police attendance or alternative traffic control measures where necessary. Inform the Principal, TMC and the Police prior to the blackout.

Prior to the traffic signal blackout, carry out all necessary preparatory work including having all necessary materials and equipment available at the site, to minimise the duration of the traffic signal black-out and, whenever practicable, to be able to restore traffic service during peak hours and overnight.

HOLD POINT

Process Held:	Traffic signal blackout at a traffic signal reconstruction site.
Submission Details:	Details of the date, time and duration when the signal installation will be taken out of service, and evidence that all necessary preparatory work has been carried out.
Release of Hold Point:	The Principal will consider the submitted details, prior to authorising the release of the Hold Point.

If the traffic signals are expected to be out of service, and where directed by the Principal, install covers over the signal lanterns.

8.4 REQUIRED WORK AT RECONSTRUCTION SITES

8.4.1 Existing Post Mounted Loop Detector Unit

Replace all existing post mounted loop detector units, if any, with integral detectors in the controller housing and install new detector feeder cables to connect the existing detector loops to the controller housing.

8.4.2 Existing Type 1 Post

Replace any existing Type 1 post (which are no longer used) with a current Type post (which may be Type 2, Type 7, Type 8 or Type 13) and their associated footing, where new cabling and/or conduits are to be installed. The Principal will advise the particular Type of post to be used.

8.4.3 Existing Porcelain Type Terminal Blocks

Replace all existing post top assemblies containing porcelain type terminal blocks, with new post top assemblies.

Replace all old Types 3 and 4 mast arms and electric light pole (ELP) terminal boxes, which contain porcelain type terminal blocks, as follows:

- (a) old Type 3 mast arm - replace with new Type 3 mast arm in accordance with Drawing Nos. VM204-25 and VM204-26.
- (b) old Type 4 mast arm - replace with new Type 4 mast arm in accordance with Drawing No. VM203-26.
- (c) old ELP terminal box with two pipe entries - replace with terminal box with single pipe entry in accordance with Drawing No. VM015-16.

8.4.4 Existing Signal Controller

Replace the existing controller with a brand new controller unless the existing controller is compliant with TSC/4 or a later version, and suits the operational requirements of the site without hardware/software changes.

8.4.5 Disposal of Used Equipment

Dispose of all obsolete equipment, and prepare a record of the disposal substantiated by the recycle settlement summary as a record of disposal.

The Principal may direct that certain serviceable equipment be returned to the nominated TfNSW or Service Providers' workshop for use as spare parts during future maintenance work.

8.4.6 Removal Procedure

In removing existing equipment from an installation, disconnect the lantern cables from post top terminals by loosening the terminal screws and pulling out the conductor wires from the terminals.

Disassemble all mast arms and posts, except Type 1 posts from their footings.

Type 1 posts may be sawn or cut off below the footway or paving level.

8.5 DAMAGE IN EXISTING INSTALLATION

If, during the traffic signal reconstruction work, you discover any damage in the existing installation, promptly notify the Principal in order that the Principal can determine the appropriate remedial action.

8.6 OTHER REQUIREMENTS

8.6.1 Conduits

Install all new underground cables in conduits.

Where existing directly buried cables are disturbed, replace these cables with new cables within new conduits as part of the reconstruction.

Where new cables are to be installed, and the existing conduits are made from asbestos cement (fibro), do not disturb any of the existing conduits or cables, but install the new cables inside new underground conduits and new pits.

Where existing conduits have been abandoned, due to stage construction works, the existing conduits may be left in place. Once the cables have been removed (refer Clause 8.6.2), seal off the conduit at its entry into the pit.

8.6.2 Cabling

Where the number of spare cores in an existing multicore cable is less than three, you do not need to replace such cables provided that there are sufficient cores to perform all the required functions.

For sites requiring new posts and/or cables, provide at least the minimum number of spare cores (refer Clause 7.1.2) for all cables (new and existing) on the same cable run, except for those existing cables on the end of the same cable run.

Reinstate all existing cabling of other systems if disturbed. Where the location of the control equipment is changed, extend to the new location all existing cabling of other systems that terminate in the existing controller housing and re-terminated.

Remove all existing abandoned cables from abandoned conduits.

Where it is not possible to remove the cables entirely, cut off and remove the length of cable located within the pit, and end cap the remaining length of cable left behind inside the conduit with heat shrink before sealing off the conduit at its entry into the pit (refer Clause 8.6.1). Do not leave abandoned cables inside a pit.

9 TESTING AND COMMISSIONING

9.1 CONTRACTOR'S PRELIMINARY INSPECTIONS AND TESTING

Before handing over the traffic signal works to the Principal, carry out all inspections and electrical tests as necessary so that the installation complies fully with the requirements of the Contract, including those of the local Electricity Supply Authority.

Carry out the loop testing in accordance with Annexure TS101/E.

On completion of the inspection and tests based on your Inspection and Test Plan (ITP), and following rectification of any deficiencies found, inform the Principal that the supply is connected and that the installation is ready for commissioning tests.

Provide the ITP test results to the Principal before commencement of the commissioning tests.

When the Works are carried out in stages, before conclusion of each stage of the Works, conduct test(s) in accordance with the ITP, resolve any identified issues and provide records of the tests to the Principal for review.

9.2 FINAL INSPECTION AND COMMISSIONING TESTS

Upon receipt of notice from you that the installation is ready for final inspection and commissioning tests, the Principal will carry out jointly with you the final inspection and tests. Give the Principal at least 3 working days' notice for sites in Sydney, Newcastle and Wollongong, and 5 working days' notice for all other sites, that the traffic signal works at a site are ready for the tests.

Provide the Principal with details of WAE details marked on the traffic signals design plan, cable installation drawings and cable connection chart, as appropriate, and the results of the ITP tests.

For reconstruction works, submit a certified copy of the logbook referred to in Clause 8.2 to the Principal before commencing the commissioning tests. The tests will only be considered upon the receipt of an acceptable copy of the logbook by the Principal.

Record and submit to the Principal the results of the final inspection and commissioning tests.

10 COMPLETION AND HANDOVER

10.1 FINAL RESTORATION

10.1.1 General

Restore all excavated grassed areas with turf on 50 mm of topsoil.

Restore any excavated pavement areas in accordance with the Drawings, or where applicable the conditions of the Road Opening Permit.

Restore any excavated concrete pavement areas in accordance with the Drawings, or if not shown on the Drawings, in accordance with the Standard Drawings for concrete pavement maintenance specified in Clause 5.1.2.

10.1.2 Final Restoration by Others

When the temporary restoration is complete, inform the Principal and the responsible authority/agency who will undertake the final restoration.

Maintain the restored areas until final restoration is carried out by the responsible authority/agency.

10.2 USE OF TRAFFIC SIGNAL WORKS BY PRINCIPAL

When the majority of the traffic signal works is complete and tested, and the commissioning results have been accepted by the Principal, the Principal may make use of the traffic signal works even though minor defects and omissions may exist and require rectification.

The Principal will issue you with a list of defects and omissions, and the dates by which these defects and omissions must be rectified. Advise the Principal of your program for carrying out the required rectification.

10.3 DRAWINGS

10.3.1 Work-As-Executed Details

Progressively, mark clearly any work-as-executed variation details on copies of the accepted drawings. Make these copies available for review by the Principal upon request.

Transfer all such WAE variation details recorded to the Work-As-Executed (WAE) drawings to be submitted at handover (refer Clause 10.4).

Demonstrate to the Principal, at the time of the tests for the final inspection and commissioning, that all WAE information has been accurately and legibly recorded.

Store copies of drawings, marked up with variations where relevant, in the controller housing in the document holder on the door.

10.3.2 Marked Up Work-As-Executed Drawings

After completion of the final inspection and commissioning tests (refer Clause 9.2), submit to the Principal copies of the marked up WAE drawings, which must include:

- (a) traffic signals design plan showing all WAE details;
- (b) cable installation plan;
- (c) cable connection chart;
- (d) drawings of any non-standard designs.

Record the actual mains supply connections, and associated work, on the WAE drawings.

WAE drawings must state the actual cover over the conduits, and locations of protective steel plates (if used) and cable joints (if used).

The Principal will review the marked up WAE details for accuracy, and only accept them if they are correct. If the marked up WAE information are incorrect, you will be advised accordingly and you will not be given Completion.

If the marked up WAE details are correct, the Principal will forward the WAE drawings, signed as accepted as correct, to the TfNSW Electrical Design Office.

10.3.3 Final Work-As-Executed Drawings

Submit the final WAE drawings to the Principal within 30 days from the date of completion of the final inspection and commissioning tests.

The final WAE drawings must be in CADD file format, complying with the requirements set out in the TfNSW CADD Manual and must be compatible with the CADD program Micro-station.

Where the Works are carried out in stages (“stage construction”) and each intermediate stage does not last longer than six months, you do not need to submit WAE drawings in CADD file format for each intermediate stage.

The Principal will not accept any CADD files from you which do not comply with the requirements of this Specification, or are incorrect, or incomplete in respect of WAE information.

10.4 HANNOVER

After the final inspection and commissioning tests, and all required rectification has been carried out, submit to the Principal in electronic format by email, all Identified Records (refer Clause 1.2.3) together with the marked up copies of the WAE drawings (refer Clause 10.3.2).

The Principal will issue you with a notice of nonconformity if the Identified Records and marked up copies of the WAE drawings are not submitted within 5 working days from the date of completion of the final inspection and commissioning tests, or if the documentation submitted is incomplete.

You will not be given Completion if you do not submit the above documents.

After Completion, TfNSW is responsible for the site’s traffic signals maintenance.

ANNEXURE TS101/A – PROJECT SPECIFIC REQUIREMENTS

NOTES TO TENDER DOCUMENTER: (Delete this boxed text after customising Annexure TS101/A)

Complete the table below by filling in the required details. Where “Yes / No” or other options are shown, delete whichever is not applicable.

Refer to Clause 1.2.1.

Clause	Description	Requirement
2.3.3	Road Opening Permit required before excavation involving existing road pavement or footpath	Yes / No
2.6.1	Party responsible for coordinating associated roadworks with TfNSW, local Councils and other relevant authorities/agencies	Principal ⁽¹⁾ / Contractor
2.6.3	Party responsible for relocating existing traffic facilities such as bus stop shelters and carrying out other incidental works such as removal or trimming of trees	Principal ⁽¹⁾ / Contractor
4.4.1	Controller supplied by Principal	Yes / No

Notes:

⁽¹⁾ Notwithstanding Clause 1.3.1, Transport for NSW (TfNSW) will not be responsible for coordinating the associated roadworks (Clause 2.6.1) or relocating existing traffic facilities (Clause 2.6.3) when the Principal is not TfNSW.

ANNEXURE TS101/B – MEASUREMENT AND PAYMENT

Refer to Clause 1.2.2.

Payment will be made for all costs associated with completing the work detailed in this Specification in accordance with the following Pay Items.

Where no specific pay items are provided for a particular item of work, the costs associated with that item of work are deemed to be included in the rates and prices generally for the Work Under the Contract.

The costs of making all necessary enquiries and carrying out the necessary inspections to familiarise yourself with the type and location of all existing utility infrastructure, and implementing measures to avoid damage to the existing utility infrastructure, are deemed to be included in the rates and prices generally for the Work Under the Contract.

Pay Item TS101P1 - Traffic Signals Works

This is a Lump Sum item.

The Lump Sum covers all costs associated with the traffic signal works as detailed in the Drawings and this Specification.

Where specified in Annexure TS101/A that the Contractor is the party responsible for coordinating associated roadworks, and/or relocating existing traffic facilities and carrying out other incidental works, the Lump Sum must include the respective costs of this work.

Unless a separate Pay Item TS101P3 is provided to cover the costs of removing or relocating existing minor traffic signs where shown on the Drawings or directed by the Principal, the Lump Sum must also include the cost of this work.

Unless a separate Pay Item TS101P4 is provided to cover the costs of replacing existing items at reconstruction sites such as post mounted loop detector unit, old Type 1 post, top assembly containing porcelain type terminal block, and old Type 3 and 4 mast arms fitted with ELP terminal boxes, the Lump Sum must also include the cost of this work.

Pay Item TS101P2 - Steel Plate Protection

Refer Clause 5.3.7.

The scheduled quantity is a provisional quantity.

The unit of measurement is the “square metre” of galvanized steel plate protection installed.

The rate must include all costs associated with the supply and installation of the steel plates, but excluding backfilling over the steel plates.

The following Pay Items TS101P3, etc are applicable only for traffic signal works which are carried out under a Minor contract using C41 Minor Physical Works and Services contract terms. They are not applicable for GC21 or D&C contracts and do not use them on such contracts.

Pay Item TS101P3 - Minor Traffic Sign Removal or Relocation

Refer Clause 2.6.3.

The scheduled quantity is a provisional quantity.

The unit of measurement is “each” minor traffic sign removed or relocated, as directed by the Principal.

Pay Item TS101P3.1 Minor Traffic Sign Removal

The rate includes all costs associated with the removal and disposal off site of the traffic sign.

Pay Item TS101P3.2 Minor Traffic Sign Relocation

The rate includes all costs associated with the removal and re-installation of the traffic sign at a different location.

Pay Item TS101P4 - Replacement of Existing Items at Reconstruction Sites

Refer Clause 8.4.

The scheduled quantity is a provisional quantity.

The unit of measurement is “each” item replaced.

The rate includes the disposal of the replaced (obsolete) item.

Pay Item TS101P4.1 Replacement of Existing Post Mounted Loop Detector Unit

The rate includes all costs associated with the replacement of existing post mounted loop detector unit with an integral detector inside the controller housing, including any associated cabling required.

Pay Item TS101P4.2 Replacement of Existing Type 1 Post

Pay Item TS101P4.2(a) – With Type 2 Post

Pay Item TS101P4.2(b) – With Type 7 Post

Pay Item TS101P4.2(c) – With Type 8 Post

Pay Item TS101P4.2(d) – With Type 13 Post

The rate includes all costs associated with the replacement of existing Type 1 post with a current Type post, as advised by the Principal, including the associated footing, new cabling and new conduits.

Pay Item TS101P4.3 Replacement of Existing Post Top Assembly Containing Porcelain Type Terminal Blocks

The rate includes all costs associated with the replacement of existing post top assembly containing porcelain type terminal blocks with new post top assembly.

Pay Item TS101P4.4 Replacement of Existing Old Types 3 and 4 Mast Arms, Fitted With ELP Terminal Boxes

Pay Item TS101P4.4(a) – For Old Type 3 Mast Arm**Pay Item TS101P4.4(b) – For Old Type 4 Mast Arm**

The rate includes all costs associated with the replacement of existing old Types 3 and 4 mast arms and electric light pole (ELP) terminal boxes with new Types 3 and 4 mast arms and new terminal box assemblies.

Pay Item TS101P4.5 Replacement of Existing Signal Controller

The rate includes all costs associated with the replacement of existing signal controller with brand new controller.

ANNEXURE TS101/C – SCHEDULES OF HOLD POINTS AND IDENTIFIED RECORDS

C1 SCHEDULE OF HOLD POINTS AND WITNESS POINTS

Clause	Type	Description
3.4	Hold	Submission of cable installation drawings and cable connection chart
3.5.1	Hold	Submission of details of excavation near, or installing attachments to, an existing bridge structure
5.1.1	Hold	Submission of details of open trenching work
5.3.6	Witness	Backfilling over placed conduits
5.8.1	Hold	Notification of concrete placing
5.9.4	Hold	Submission of details of modified footing design
6.1.1	Hold	Submission of evidence that all requirements have been satisfied prior to erection of signal post or mast arm
6.1.4	Hold	Submission of evidence that all necessary approvals have been obtained prior to making any opening or hole through awning
6.2.7	Hold	Submission of proposal to overcome local obstruction to mounting of lanterns or target boards
8.2	Hold	Submission of required details prior to traffic signal blackout at traffic signal reconstruction site

C2 SCHEDULE OF IDENTIFIED RECORDS

Clause	Description of Identified Records
8.2	Logbook containing notified information to TMC
8.4.4	Disposal records of obsolete equipment (including recycle settlement summary)
9.1	Results of inspections and tests based on Contractor's ITP
9.2	Results of final inspection and commissioning tests
10.3	WAE drawings

ANNEXURE TS101/D – PLANNING DOCUMENTS

Refer to Clause 1.2.4.

The following documents are a summary of documents that must be included in the PROJECT QUALITY PLAN. Review the requirements of this Specification and other contract documents to determine any additional documentation requirements.

Clause	Description of Document
3.1	Traffic signal design plans
3.2.2	Cable installation drawings
3.2.3	Cable connection chart

ANNEXURE TS101/E – LOOP TESTING

E1 SEQUENCE

During the initial installation, test each loop individually at the PJB pit before joining their connecting cables inside the pit. Once the loops have been joined in the pit, carry out the rest of the test at the controller, for each lane.

E2 TESTING POINT AND PRELIMINARY CHECKS

The testing point is at the end of the detector loop's feeder cable, located inside the traffic signals site's controller housing.

Before testing, check that the loop to be tested has been properly connected to its feeder cable at PJB pit, and that the other end of the feeder cable has been disconnected from its loop terminals inside the controller housing.

E3 TEST PARAMETERS AND ACCEPTABLE RESULTS

Test parameters and acceptable ranges of test results are shown in Table TS101.E1.

Table TS101.E1- Test Parameters and Acceptable Ranges

Test Parameter	Acceptable Range
DC resistance (Ω)	1 – 3 ⁽¹⁾
Inductance (µH)	50 – 700
Insulation resistance (MΩ)	> 200 ⁽²⁾

Notes:

⁽¹⁾ Suggested range.

⁽²⁾ Voltage (> 500 V) used for the measurement must be recorded.

E4 TEST INSTRUMENTS

(a) Vehicle Detector Loop Tester

The loop tester used must be capable of measuring the test parameters with an operating frequency of between 20 kHz to 150 kHz for the “Inductance” test.

Before the test, the officer conducting the test must check that the testing instrument has been calibrated in accordance with the manufacturer's recommendation.

The following loop testers may be used:

- XL-LTM 100, or XL-LTM 1000, made by Excel Technology Co.
- HILT 9000, made by Athens Technical Specialists, Inc (ATSI)

Other loop testers may be used subject to approval by TfNSW.

(b) Megohm-meter for Insulation Resistance Measurement

The meter must be suitable for measurement Category III, able to apply a measurement voltage of at least 500V and designed for outdoor use.

E5 TEST PROCEDURE

Carry out testing as follows:

(a) DC Resistance and Inductance

Refer to Figure TS101/E.1.

- (i) Connect the loop to be tested with its 2-core feeder cable at the PJB pit.
- (ii) Disconnect the two cores of the feeder cable from their terminals inside the traffic signals site controller housing.
- (iii) Connect each probe of the loop tester to the individual cores of the feeder cable.
- (iv) Press the “DC Resistance” button and record the value shown.
- (v) Press the “Inductance” button and record the value shown.
- (vi) Connect back the two cores of the feeder cable to its terminals after completion of testing.

General Test Setup for Loop Testing

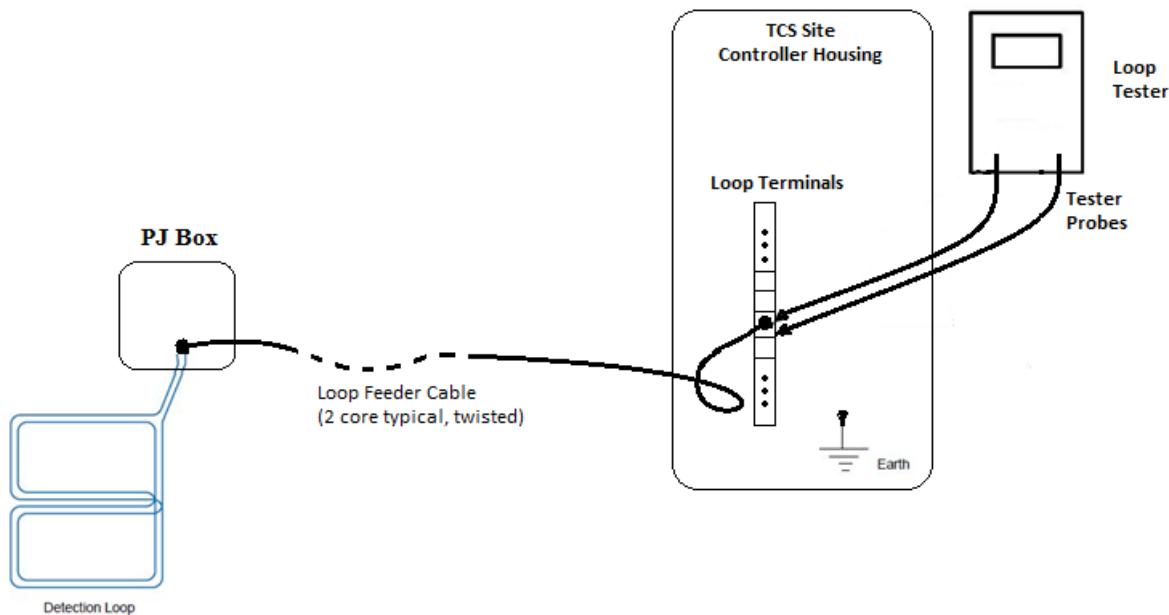


Figure TS101/E.1 – Measurement for DC Resistance and Inductance of Loops

(b) Insulation Resistance

Refer to Figure TS101/E.2.

- (i) Connect the loop to be tested with its 2-core feeder cable at PJB pit.
- (ii) Disconnect the two cores of the feeder cable from their terminals inside the traffic signals site controller housing.

- (iii) Connect the test probe of the megohm-meter to one of the feeder cable's two cores and the earth probe to the traffic signals site controller's earthing.
- (iv) Apply the measurement voltage and record the insulation resistance shown.
- (v) Connect back the two cores of the feeder cable to its terminals after completion of testing.

General Test Setup for Loop Insulation Resistance Testing

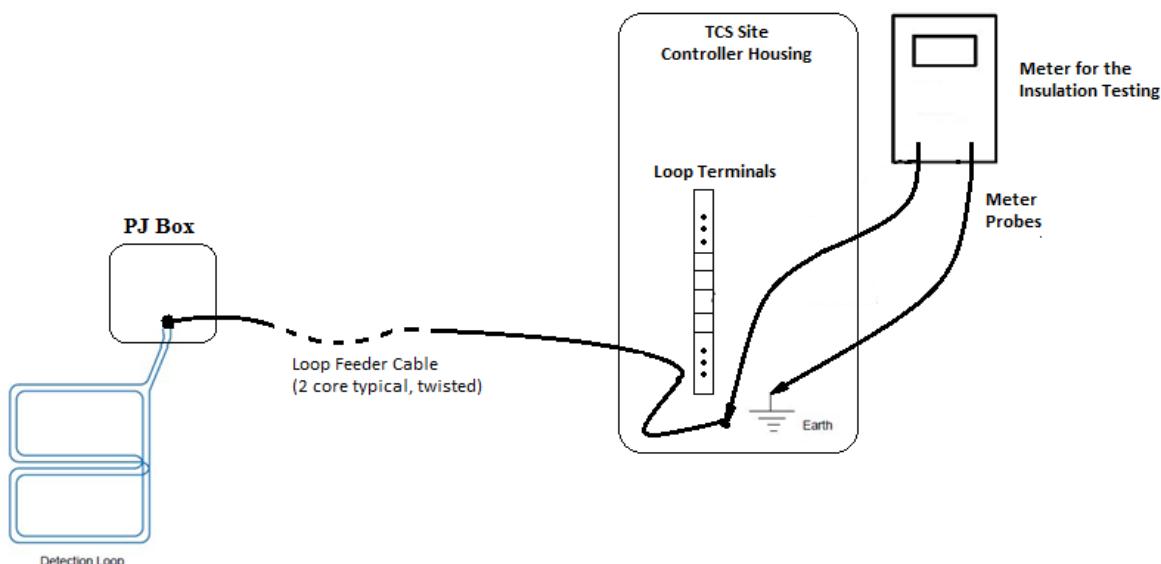


Figure TS101/E.2 – Testing for Loop Insulation Resistance

E6 RECORDING OF TEST RESULTS

Record the test results on a form similar to that shown below.

Submit the test results to the Principal in accordance with Clause 9.1.

Record Sheet for Loop Testing Results

Contractor		Testing Date		
Testing Organisation		Signature		
Site No.		Site Location	Weather Condition	

Test Instruments:

Loop Tester				
Make		Model		Serial No.
Megohm-meter				
Make		Model		Serial No.

Lane	Loop	Resistance (Ω)	Inductance (μH)	Insulation Resistance ($M\Omega$)
Lane 1	1			
	2			
Lane 2	1			
	2			
Lane 3	1			
	2			
Lane 4	1			
	2			
Lane 5	1			
	2			
Lane 6	1			
	2			
Lane 7	1			
	2			
Lane 8	1			
	2			

ANNEXURES TS101/F TO TS101/L – (NOT USED)

ANNEXURE TS101/M – REFERENCED DOCUMENTS**M1 REFERENCED DOCUMENTS****TfNSW Specifications**

TfNSW G10	Traffic Management
TfNSW G22	Work Health and Safety (Construction Work)
TfNSW G36	Environmental Protection
TfNSW Q	Quality Management System
TfNSW R53	Concrete for General Works
TfNSW TS200	Register of ITS Field Equipment
TfNSW TS201	Approval of ITS Field Equipment
TfNSW TS202	Approval of ITS Solution for Projects
TfNSW TSI-SP-043	Traffic Signal Posts
TfNSW TSI-SP-045	Traffic Signal Lanterns
TfNSW TSI-SP-046	Cables for Traffic Signal Installations
TfNSW TSI-SP-048	Pedestrian Push-Button Assembly and Audio Tactile Facility
TfNSW TSI-SP-054	Traffic Signal Mast Arms
TfNSW TSI-SP-055	Pit Covers and Frames
TfNSW TSI-SP-056	Slot Sealant for Vehicle Detector Loops
TfNSW TSI-SP-061	Underground Mains Fuse
TfNSW TSI-SP-069	Control Equipment for Road Traffic Signals

TfNSW Manuals

Traffic Control at Work Sites Manual
CADD Manual

Australian Standards

AS 1100	Technical drawing
AS 1100.401	Engineering survey and engineering survey design drawing
AS/NZS 1906.1	Retroreflective materials and devices for road traffic control purposes - Retroreflective sheeting
AS/NZS 2053	Conduits and fittings for electrical installations
AS 2144	Traffic signal lanterns
AS 2276	Cables for traffic signal installation
AS 2339	Traffic signal posts and attachments
AS 2648.1	Non-detectable tape
AS 2703	Vehicle loop detector sensors
AS/NZS 3000	Electrical installations (known as the Australian/New Zealand Wiring Rules)

AS/NZS 3100	Approval and test specification - General requirements for electrical equipment
AS/NZS 3750.9	Paints for steel structures - Organic zinc-rich primer
AS/NZS 3808	Insulating and sheathing materials for electric cables
AS 4702	Polymeric cable protection covers
AS 5100	Bridge Design

M2 TRAFFIC SIGNAL INSTALLATION STANDARD DRAWINGS

VC001-4	Precaution against obstruction of water mains
VC001-8	Typical excavations and installation of components for mid-block locations
VC001-9	Typical intersection excavations and installation of component parts
VC002-43	Footing for type 2 post and post-mounted controller
VC002-45	Installation and mechanical details of special type 2 post with shallow cover
VC002-59	Footing for type 7 & 8 posts
VC002-65	Footing for type 10 and type 11 mast arms
VC002-66	Footing for type 13 Short push button post
VC002-71	Footing for type 2 post
VC002-72	Footing for type 5 & 9 mast arms & type 6 post
VC002-73	Footing for ground-mounted controller housing
VC002-75	Footing for type 4 mast arm
VC002-76	Footing for ground-mounted small Controller and CCTV housings
VC002-78	Alternative footing for type13 post with exposed base plate on final surface
VC002-82	Method of Installation of Adaptor Stool to Suit Type 7, 8 & 13 Posts on an Existing Type 2
VC005-17	Method of installation of stop line detectors
VC005-18	Method of installation of advance detectors
VC005-19	Symmetripole loop detector wiring guide
VC005-36	Method of installation of bicycle stop line detectors
VC005-37	Quadruple type bicycle loop detector wiring guide for a possible entry positions
VC005-38	Sample of bicycle stop line loop detector to suit bicycle lanes from 1.2m to 2.0m wide
VC007-4	General arrangement of a pavement junction box pit (small, large and extra-large types)
VC007-5	Large footway cable junction pit
VD001-5	Standard positioning of traffic signal components at intersections
VD001-6	Standard positioning of traffic signal components at mid-block locations
VD001-7	Orientation of pedestrian push-button arrow disc
VD002-20	Typical traffic signal design plan for mid-block location
VD002-21	Typical cable installation plan for mid-block location
VD002-22	Typical traffic signal design plan for intersection location

VD002-23	Typical cable installation plan for intersection location
VD002-25	Traffic signal post top assembly-suggested terminal allocations
VD002-37	Typical cable connection chart for intersection location
VD003-6	Symbols and abbreviations
VD006-20	Standard cable chart for mid-block pedestrian-actuated signals
VE500-1	General arrangement of consumer mains for overhead supply
VE500-11	Installation of underground fuse box
VE530-7	Standard connection chart for post-mounted audio-tactile equipment
VE530-8	Method of installation of audio-tactile signal facilities
VE535-1	Connection diagram for Fire/Ambulance station signals
VM015-16	Assembly details of terminal box, lanterns and pedestrian push buttons on wooden poles
VM015-18	General arrangement of traffic signals on wooden poles
VM200-27	Assembly details for dual lanterns using lock washers
VM200-28	Assembly details of lock washers
VM202-8	Traffic signal lantern and accessories assembly on standard type 2 post
VM202-12	Installation of traffic signal priority sign (R1-202)
VM203-13	General arrangement of Type 4 mast arm
VM211-6	General arrangement of type 5 mast arms
VM211-17	Lower assembly details of terminal box and lanterns for mast arms and type 6 post
VM211-20	Safety clearances from overhead power lines and communications cables for traffic signals and signs
VM211-21	Assembly details of upper lanterns to type 5 mast arms
VM211-26	Assembly details of type 5L and 5S mast arms
VM212-2	General arrangement of type 6 post
VM215-1	General arrangement of type 9 mast arms
VM417-3	Method of jointing multi-core traffic signal cables
VM417-4	Method of protection for two-core screened detector feeder cable
VM417-5	Method of inserting lip blade crimp lugs into terminals
VM625-17	Outline and arrangement of post-mounted controller
VR007-6	Maximum allowable cable combination in ducts for traffic signal installation
VR007-7	Table showing conduit and excess lead lengths for lanterns and audio-tactile housing
VR017-11	Method of clamping conduits on post top assemblies
VT006-60	Assembly details for traffic signs using lock washers

M3 APPLICABLE MATERIALS DRAWINGS

VC002-27	L bolt used for Type 2 post footing
VC002-38	Holding-down bolt assembly for type 5 and type 9 mast arms and type 6 post
VC002-50	Holding-down bolt assembly for type 2 post (alternative method)
VC002-56	Holding-down bolt assembly for ground mounted controller
VC002-60	Holding-down bolt assembly for type 7 & 8 post
VC002-67	Holding-down bolt assembly for type 13 short push
VE500-10	Underground fuse box
VM007-2	Pole mounting fuse box
VM012-7	Lantern mounting straps
VM012-8	Adjustable "Z" bracket for 200 mm lanterns
VM012-12	Fixed "Z" bracket for 200 mm lanterns
VM012-13	Fixed "Z" bracket for 300 mm lanterns
VM012-14	Tee-bar strap for dual 200 mm lanterns
VM012-15	Tee-bar strap for dual 300 mm lanterns
VM012-20	Special fixed Z bracket for Illuminated Authorised Vehicles Excepted sign
VM015-21	Terminal box for mounting on wooden poles
VM015-22	Terminal box for mast arms and type 6 posts
VM015-41	Mechanical details of terminal box for type 8 post
VM015-42	Assembly details of terminal box for type 8 post
VM016-10	Small pavement junction box casting
VM016-11	Large pavement junction box casting
VM016-12	Extra-large pavement junction box casting
VM041-32	Direction arrow/transducer disc for pedestrian push-button assemblies
VM052-5	Support cradle and securing bracket for underground fuse box
VM200-10	Lantern mounting bracket for wooden poles
VM200-14	Lower mounting bracket
VM200-15	Post top assembly
VM200-24	Standard lock washer
VM200-29	Special lock washer for T-bar assemblies for dual lanterns
VM202-1	Type 2 post (mechanical details)
VM202-10	Type 2 adaptor plate for type 5 or 6 footing
VM202-15	Type 7 post mechanical details
VM202-16	Bracket for 0.35m offset of a type 2 post
VM202-17	Bracket for 0.7m offset of a type 2 post
VM202-20	Type 13 Short Push Button Post (mechanical details)
VM202-21	Adaptor Plate for 7, 8 and 13 posts on a Type 2 Footing

VM202-25	Type 8 post mechanical details
VM202-26	Adapter stool for type 7 & 8 post on a type 2 footing
VM202-31	Adaptor plate for a Type 2 Post on a shallow-cover (skid) plate installation
VM203-26	Mechanical details of Type 4 mast arm
VM204-25	Alternative Replacement Type 3 Mast Arm Column Mechanical Details
VM204-26	Alternative Replacement Type 3 Mast Arm Outreach Mechanical Details
VM206-13	Target board mounting details
VM206-14	Target boards for 200 mm 1-aspect, 3-aspect, "3 + 3"- aspect, and 4-aspect signal lanterns
VM206-21	Target boards for 300 mm 3-aspect and "3 + 3"-aspect signal lanterns
VM208-29	Type B 200 mm closed visors
VM208-31	Type A 200 mm open visor
VM208-39	Blanking-out disc for signal lanterns
VM208-43	Type B 300 mm closed visors
VM208-44	Type A 300 mm open visor
VM208-45	Louvre for 200 mm signal lanterns
VM211-22	Type 5 mast arm: mast column
VM211-23	Type 5 mast arm: outreach 5L
VM211-24	Type 5 mast arm: outreach 5S
VM211-28	Type 5 mast arm: outreach 5XL
VM212-1	Type 6 post (mechanical details)
VM213-1	Finial cap for post top assemblies
VM213-2	Finial cap (split type) for post top assemblies
VM215-2	Type 9 mast arm: mast column
VM215-3	Type 9 mast arm: outreach arm (various lengths)
VM215-4	Mechanical details of upper lantern support to suit 300mm lantern on mast arms
VM215-5	Mast arm: identification plate
VM215-6	Mechanical details of upper lantern support to suit 200mm lantern on mast arms
VM416-2	Danger Label for Traffic Signal Supply Cable
VM417-3	Cable jointing kits
VM418-1	Traffic signal out-of-service lantern cover (yellow)
VM418-3	Traffic signal out-of-service lantern cover (black)
VM620-19	Engraved plate for emergency signal control switch
VM623-2	Supporting post for post-mounted controller housing
VT006-51	Single mounting bracket (small) for 450mm high special stop sign
VT006-52	Single mounting bracket for large signs
VT006-53	Double mounting bracket for small signs
VT006-54	Double mounting bracket for medium signs

VT006-55	Double mounting bracket for large signs
VT006-56	Vertical saddle (bracket) for 450mm high special stop sign
VT006-57	Vertical saddle (bracket) for large signs
VT006-58	Horizontal saddle (bracket) for various sized signs
VT006-61	Single end mounted bracket for special stop signs



Works Authorisation Deed
WAD MAYFIELD TCS Install mid-block
signalised crossing MR605 Maud St
NTH22/00231

Transport for NSW

ABN 18 804 239 602

and

City of Newcastle

ABN 25242068129

OFFICIAL

GZS\BK\1000-076-227

CONTENTS

CLAUSE	PAGE
1. INTERPRETATION	1
1.1 Definitions	1
1.2 Interpretation.....	5
2. ENVIRONMENTAL APPROVALS	5
2.1 Council Representation and warranty	5
2.2 TfNSW Reliance	5
3. TFNSW AUTHORISATION UNDER ROADS ACT.....	6
4. PACKAGES	6
5. NATURE OF CONTRACT.....	6
5.1 General	6
5.2 All risks	6
6. DESIGN	6
6.1 Design Obligations	6
6.2 Review Process.....	7
6.3 TfNSW not liable for checking.....	8
6.4 Obligations unaffected.....	8
7. COMMENCEMENT OF THE WORKS	8
7.1 Preconditions to commencement	8
7.2 Appointment of Contractor.....	9
7.3 Principal contractor	10
7.4 Safety audits and surveillance	12
8. CONSTRUCTION	13
8.1 Carrying out the Works.....	13
8.2 Testing	14
8.3 Defects rectification	14
9. MODIFICATIONS.....	14
10. PRACTICAL COMPLETION	15
10.1 Council to Notify	15
10.2 TfNSW to Inspect and Give Notice.....	15
10.3 Unilateral Issue of Practical Completion Notice	15
10.4 Take Over Upon Practical Completion	16
10.5 Effect of Notice of Practical Completion.....	16
10.6 As Built.....	16
10.7 Intellectual property rights.....	16
10.8 Intellectual Property Warranty and Indemnity	16
10.9 Moral Rights.....	17
10.10 Dedication of Land	17
10.11 Traffic signal works	17
11. PRACTICAL COMPLETION CLAIM AND FINAL COMPLETION CLAIM	18
11.1 Claims.....	18
11.2 Release after Practical Completion	18
11.3 Final Claim and Notice	18
11.4 Release after Final Claim and Notice.....	18
11.5 Final Certificate	18
11.6 Right of Set-Off	19

12.	TFNSW COSTS.....	19
12.1	Council liable to pay	19
12.2	Invoice	20
12.3	Payment.....	20
12.4	Interest	20
12.5	Deferral of capitalised maintenance costs.....	20
13.	LIABILITY AND INDEMNITY	21
13.1	Indemnity.....	21
13.2	No limitation	21
13.3	TfNSW may remedy	22
14.	INSURANCE	22
14.1	Effect and maintain.....	22
14.2	Proof.....	22
14.3	TfNSW may effect insurances	22
15.	TERMINATION	22
15.1	Default by Council.....	22
15.2	Take over the Works	23
15.3	Termination of Contract.....	23
15.4	Adjustment of costs on completion.....	23
15.5	No release	23
16.	AUTHORISED REPRESENTATIVES.....	23
16.1	Representatives to Perform Functions.....	23
16.2	Council's Project Manager	23
16.3	Communications.....	24
16.4	Substitution	24
17.	DISPUTE RESOLUTION	24
17.1	Notice of Dispute	24
17.2	Response to Notice	24
17.3	Negotiation	24
17.4	Further Notice if not Settled	24
17.5	Reference to Expert	24
17.6	Rules.....	25
17.7	Assistance	25
17.8	Expert not an Arbitrator.....	25
17.9	Mediation.....	25
17.10	Litigation	26
17.11	Continue to Perform obligations.....	26
18.	GENERAL	26
18.1	No Representations by TfNSW	26
18.2	No Restriction on Rights	26
18.3	Notices.....	26
18.4	Project Document Management System.....	27
18.5	Assignment.....	27
18.6	Waiver	28
18.7	Joint and Several Liability	28
18.8	Governing Law	28
18.9	Stamp duty.....	28
18.10	Prior agreements superseded	28
18.11	Modification of Deed.....	28
18.12	Media releases and enquiries.....	28
18.13	Disclosure by TfNSW	28

18.14	Proportionate liability	29
19.	GST	29
19.1	Interpretation.....	29
19.2	Calculation of GST	29
19.3	GST invoices	29

Schedule

Attachments

- A Project Requirements
- B Description of Works and Packages
- C Insurance
- D Statutory Declaration and Subcontractor Statement regarding Workers Compensation, Pay-roll Tax and Remuneration
- E ~~Land to be Dedicated~~
- F Design Documents Certificate
- G Practical Completion Certificate
- H Final Claim Certificate

THIS DEED is made on 05/05/2023

BETWEEN:

- (1) **Transport for NSW** ABN 18 804 239 602 a NSW Government agency constituted under the *Transport Administration Act 1988* (NSW) whose registered office is at 20-44 Ennis Road, Milsons Point 2061 (**TfNSW**); and
- (2) City of Newcastle ABN 25242068129 whose registered office is at 12 Stewart Ave Newcastle West NSW 2302(the **Council**).

RECITALS:

- (A) The Council proposes to carry out the Works.
- (B) Council is the roads authority under the Act in relation to the roads that will be affected by the Works.
- (C) TfNSW has the statutory right to undertake the Works or authorise the Works to be carried out.
- (D) The Council has agreed to finance, design and construct the Works on the terms of this Deed.
- (E) TfNSW authorises the Council to carry out the Works subject to the terms of this Deed.

THE PARTIES AGREE AS FOLLOWS:

1. **INTERPRETATION**

1.1 **Definitions**

The following definitions apply in this document.

Act means the *Roads Act 1993* (NSW).

Amended Design Document has the meaning given to that expression in clause 6.2.

Approval means any consent, approval, authorisation, licence, registration, order, permission or concurrence required by Law, including by any TfNSW condition or approval, including those under this Deed, required for the commencement, execution or completion of the Works.

As-Built Drawings means the Design Documents which are the final as-executed drawings of the Works which are in a form acceptable to TfNSW and which are endorsed with a certificate from the consultant that prepared those Design Documents, stating that the Works as constructed comply with all Approvals, Legislative Requirements and the requirements of this Deed.

Authority means a Commonwealth, State or local government department, a Minister, body, instrumentality, trust or public authority in the exercise of a governmental regulatory function.

Business Day means a day other than a Saturday, Sunday or public holiday in NSW and specifically excluding 27, 28, 29, 30 and 31 December.

Complex Bridge or Structure means a complex bridge or structure for design and construction purposes as determined by TfNSW in accordance with the TfNSW Specifications..

Construction Program means a program in logic linked critical path format showing the order of progress of the Works, to be prepared by the Council and provided to TfNSW under clause 7.1(d).

Contractor means the contractor engaged by the Council to carry out the Works.

Council's Project Manager means the person appointed by the Council under clause 16.2(a).

Date of Practical Completion means the date of Practical Completion set out in a Notice of Practical Completion.

Defects Liability Period means the period stated in Item 3 of the Schedule.

Design Document means:

- (a) a drawing, specification, construction document, design calculation, software, sample, model, pattern and the like required by this Deed or created for the construction, identification, modification, repair or maintenance of the Works;
- (b) a schedule setting out particulars of all notices, tests, hold points and materials as required by the individual sections of the Project Requirements, identifying all notification periods;
- (c) any geotechnical report, data or investigation relating to the Works; and
- (d) a health & safety in design report and risk register as required by the WHS Laws.

Design Obligations means all tasks necessary to design and specify the Works, including preparation and certification of the Design Documents and, if the Project Requirements include any preliminary design or specification, developing that preliminary design or specification.

Detailed Proposal means a complete package of Design Documents that the Council proposes to issue or use for construction of the Works.

Environmental Management Plan means a detailed plan setting out measures to manage and control the environmental impact of construction of the Works and so as to achieve compliance with this Deed.

Estimated Cost of the Works means the cost estimate at the date of this Deed for completing the Works and satisfying all of the Council's obligations under this Deed (including payment of TfNSW Costs), as specified in Item 2 of the Schedule.

EP&A Act means the *Environmental Planning and Assessment Act 1979* (NSW).

Inspection and Testing Plan means a detailed plan setting out all testing and conformance data necessary to demonstrate conformance of the Works with the Project Requirements and Design Documents.

Intellectual Property Rights means all industrial and intellectual property rights of any kind including but not limited to copyright, trade mark, design, patent, semi-conductor or circuit layout rights, trade, business or company names or other proprietary rights, or any rights prior to registration of such rights.

Law includes:

- (a) Legislative Requirements; and

- (b) common law.

Legislative Requirements include:

- (a) an act, ordinance, regulation, by-law, order, award and proclamation of the Commonwealth and the State of New South Wales;
- (b) Approval of an Authority (including any condition or requirement under an Approval); and
- (c) any requirement to pay fees and charges in connection with paragraphs (a) and (b).

Moral Rights means each right defined as a 'moral right' in Part IX of the *Copyright Act 1968* (Cth).

Notice of Practical Completion means a notice under clause 10.2(b) by TfNSW stating that Practical Completion of the Works has been achieved.

Notifiable Incident has the meaning given to the term 'notifiable incident' under the WHS Laws.

NSW Guidelines means the New South Wales Industrial Relations Guidelines: Building and Construction Procurement (as published by the NSW Treasury July 2013, Updated: September 2017).

Package means a part of the Works which is described as a package in Attachment B or in a direction given by TfNSW's Representative under clause 4(a).

Planning Approval means the Approval identified in Item 4 of the Schedule.

Practical Completion means that stage in the execution of the Works under this Deed when:

- (a) the Works (including any associated works necessary for public access) have been completed and are ready for their intended public use and occupation or handover to a relevant Authority, as the case may be, except for minor omissions and minor defects which:
 - (i) have been so identified on a list issued to the Council by TfNSW;
 - (ii) do not impede use of the Works by the public for the continuous safe passage of vehicular traffic and pedestrians;
 - (iii) will not prejudice the convenient and safe use of the Works during rectification; and
 - (iv) TfNSW Representative determines that the Council has reasonable grounds for not rectifying prior to public use and occupation.
- (b) the Inspection and Testing Plan has been complied with and any other tests necessary to be carried out and passed before the Works, or a part thereof, is used and occupied by the public or handed over to a relevant Authority have been carried and passed and all test results and conformance data identified in the Inspection and Testing Plan has been provided to TfNSW;
- (c) all relevant Legislative Requirements in respect of the Works have been carried out or satisfied;

- (d) all documents, certifications and information required under the Deed which, in the opinion of TfNSW, are essential for the use, operation and maintenance of the Works have been supplied, including all shop drawings and draft As-Built Drawings, all original manufacturers' or suppliers' warranties required by the Deed, all Approvals required to be obtained have been obtained from relevant Authorities and all other material provided as requested by TfNSW;
- (e) with the approval of TfNSW, the Council has commissioned into operation the Works including all plant incorporated into the Works and any traffic signalling equipment and demonstrated to the satisfaction of TfNSW that the commissioning has been successful; and
- (f) the Council has done all other things that are required to be done under this Deed as a condition precedent to Practical Completion.

Principal Contractor has the meaning given to the term 'principal contractor' in the WHS Laws.

Project Document Management System means an online document management, web collaboration and project management system (such as TeamBinder or Aconex) nominated by TfNSW which allows for, among other things, the submission of notices, documents and provision of information relating to the Works between TfNSW and the Council (and any other relevant contractors, consultants, agents and employees).

Project Requirements mean the requirements, including standard specifications, set out or identified in Attachment A.

Quality Plan means a detailed plan setting out the quality control measures to be implemented to ensure construction of the Works satisfies the requirements of this Deed.

Road means the road identified in Item 6 of the Schedule.

TfNSW Costs mean costs and expenses reasonably incurred, or which will or may reasonably be incurred, by TfNSW in connection with this Deed, as further described (without limitation) in clause 12.

TfNSW Preliminary Costs means that part of TfNSW Costs described under clauses 12.1(a) and 12.1(b).

TfNSW Representative means the authorised representative of TfNSW stated in Item 8 of the Schedule, or any replacement advised by TfNSW in writing from time to time.

TfNSW Specifications means all quality assurance and other specifications published by TfNSW on its website (www.rms.nsw.gov.au).

Traffic Control Plan means a detailed plan in accordance with TfNSW's 'Traffic Control at Work Sites Manual'.

Traffic Management Plan means a detailed plan indicating how the Works and traffic will be managed during construction of the Works so as to minimise traffic disruption and achieve public safety and compliance with this Deed.

WHS Laws means the *Work Health and Safety Act 2011* (NSW) and any other occupational or work health and safety statute applicable in New South Wales including any regulations and other instruments under it or them including any Codes of Practice and any consolidations, amendments, re-enactments or replacements of it or them.

Works mean the works described in Attachment B, as modified following any assessment or determination under clause 2 or clause 6 or any other modification agreed in writing between the parties, to be designed and constructed in accordance with the Deed.

1.2 **Interpretation**

- (a) clause headings are for convenience only and will be ignored in the interpretation of the Deed;
- (b) references to a party include the successors and permitted assigns of that party;
- (c) words importing the singular include the plural and words importing the plural include the singular;
- (d) words importing a person include a corporation, firm or body corporate;
- (e) nothing contained in the Deed will be deemed or construed as creating the relationship of partnership or agency;
- (f) references to a month mean a calendar month;
- (g) references to any document include any permitted amendment, supplement to or replacement or novation of the document;
- (h) references to any legislation or to any section or provision of any legislation includes any:
 - (i) statutory modification or re-enactment of or any statutory provision substituted for that legislation, section or provision; and
 - (ii) ordinances, by-laws, regulations and other statutory provision substituted for that legislation, section or provision;
- (i) no waiver of any breach of the Deed or of any of its terms will be effective unless the waiver is in writing and signed by the party against whom the waiver is claimed, and no waiver of any breach will operate as a waiver of any other breach or subsequent breach;
- (j) other grammatical forms of defined words or expressions have corresponding meanings;
- (k) 'including' and similar expressions are not words of limitation;
- (l) documents which are hyperlinked to the Deed do not form part of the Deed; and
- (m) hyperlinks are included for ease of reference only and may become lost or be inaccurate.

2. **ENVIRONMENTAL APPROVALS**

2.1 **Council Representation and warranty**

Council represents and warrants that the Planning Approval authorises (along with other development) the Works under the EP&A Act.

2.2 **TfNSW Reliance**

In entering into this Deed and authorising the Works, TfNSW has relied and continues to rely on the representation and warranty of Council set out in clause 2.1.

3. TFNSW AUTHORISATION UNDER ROADS ACT

By issuing the authorisation letter referred to in clause 7.1, TfNSW authorises the Works under the Act and, to the extent that any consent is required, consents, pursuant to sections 61, 64, 71, 72 and 87 and 138 of the Act, to the Council and its authorised employees and contractors carrying out the Works within, over or across the Road and road reserves applicable to the Road in accordance with the Act subject to the terms of this Deed.

4. PACKAGES

- (a) If stated in Item 13 of the Schedule or otherwise directed by the TfNSW Representative the Works will be divided into Packages. If TfNSW's Representative directs that the Works are to be divided into Packages, any such direction must:
 - (i) clearly identify the parts of the Works that are to comprise each Package; and
 - (ii) identify the portion of the TfNSW Costs referred to in clause 12.1(i) which are payable in respect of each Package.
- (b) Where Item 13 of the Schedule states that the Works are divided into Packages or the TfNSW Representative directs that the Works are to be divided into Packages, the interpretation of this Deed including the definitions of:
 - (i) Practical Completion;
 - (ii) Date of Practical Completion;
 - (iii) Defects Liability Period; and
 - (iv) Design Document,and clauses 6, 7, 8, 10, 11 and 12.5 and any other applicable clause in this Deed, apply separately to each Package and references therein to the Works will mean so much of the Works as is comprised in the relevant Package.
- (c) Where the Works are not divided into Packages, any reference in this Deed to a Package will mean the whole of the Works.

5. NATURE OF CONTRACT

5.1 General

The Council must finance, commission, design and construct the Works where TfNSW determines under clause 2 that the Works may proceed, and perform its other obligations under this Deed at its own cost without contribution from TfNSW.

5.2 All risks

The Council accepts all risks associated with the obligations in clause 5.1, including the risk that the final cost of the Works is more than the Estimated Cost of the Works and the risk of changes to the Works necessary to comply with the Deed and all Approvals.

6. DESIGN

6.1 Design Obligations

The Council must:

- (a) provide TfNSW with a draft Detailed Proposal for the Works for consideration and acceptance within the period required by TfNSW;
- (b) perform the Design Obligations and produce the Design Documents to accord with the Project Requirements and Approvals, including those required by clause 2;
- (c) ensure that the Design Obligations are performed, and the Design Documents produced by or on behalf of the Council are produced, with due skill, care and diligence and by personnel who are suitably qualified and experienced;
- (d) ensure that each Design Document which is a drawing or a specification is endorsed with a certificate in the form of Attachment F from the consultant that prepared the Design Document stating that the Works if constructed in accordance with the Project Requirements and the relevant drawing or specification will comply with all Approvals, Legislative Requirements and requirements of this Deed and will be fit for their intended purposes;
- (e) ensure that the Design Documents are fit for the construction of the Works and in compliance with all legislative requirements and applicable Laws, including the WHS Laws, including the safety in design requirements of structures under the WHS Laws; and
- (f) submit all Design Documents to TfNSW on a progressive basis and in a manner and at a rate which, having regard to the quantum of Design Documents submitted, will give TfNSW a reasonable opportunity to review the submitted Design Documents.

6.2 Review Process

- (a) The Council must:
 - (i) submit to TfNSW for consideration copies of Design Documents produced by or on behalf of the Council, in a form acceptable to TfNSW, before they are issued to tenderers or proposed contracting parties and in any event, not less than 30 Business Days before the Works or any part of the Works to which the Design Documents relate is proposed to be commenced;
 - (ii) where a Design Document submitted by the Council to TfNSW is amended after being submitted to TfNSW (**Amended Design Document**), submit copies of the Amended Design Document to TfNSW for TfNSW's consideration; and
 - (iii) submit any Amended Design Document to TfNSW for consideration no later than 15 Business Days, or such other time as the parties may agree in writing, prior to the date that the Council proposes that the Works or any part of the Works to which the Amended Design Document relates is proposed to be commenced.
- (b) TfNSW must notify the Council within 30 Business Days of receipt of Design Documents under clause 6.2(a)(i) whether TfNSW considers that those Design Documents comply with the Project Requirements and the Approvals and are acceptable to TfNSW. If TfNSW considers that those Design Documents do not comply with the Project Requirements and the Approvals and are not acceptable to TfNSW, TfNSW must so advise the Council and give reasons.
- (c) If TfNSW receives any Amended Design Documents, TfNSW must notify the Council by the later of:
 - (i) the expiry of the period in clause 6.2(b); and

- (ii) 10 Business Days of receipt of the Amended Design Documents, whether TfNSW considers that the Amended Design Documents complies with the Project Requirements and the Approvals and are acceptable to TfNSW.
- (d) If TfNSW considers that any Amended Design Document does not comply with the Project Requirements and the Approvals and is not acceptable to TfNSW, TfNSW must so advise the Council and give reasons.
 - (e) All submissions of Design Documents that are made to TfNSW by the Council must include one hard copy and one electronic copy of the Design Documents. The electronic copy of the Design Documents must not be subject to any security or access restrictions which may prevent TfNSW from distributing them to its employees, agents, contractors or advisors.

6.3 TfNSW not liable for checking

TfNSW is not responsible or liable for checking or not checking Design Documents (including Amended Design Documents) for errors, omissions or compliance with the Project Requirements, the Approvals or the Deed even if the Design Documents are acceptable to TfNSW.

6.4 Obligations unaffected

The Council acknowledges that the obligations in clause 6.1 and the Design Obligations will remain unaffected despite:

- (a) the Council carrying out preliminary design or specification work which may be included in the Project Requirements;
- (b) any receipt, review, acceptance or approval of, or comment or direction on a Design Document (including an Amended Design Document) by TfNSW;
- (c) any information given by TfNSW to the Council; or
- (d) any change to the Works necessary to comply with the requirements under the Deed (including the Project Requirements or any Approval).

7. COMMENCEMENT OF THE WORKS

7.1 Preconditions to commencement

The Council must not commence construction of the Works or any Package until it has:

- (a) obtained all Approvals necessary to start construction of the Works, including those required under clause 2 and the issue of an authorisation letter, including a road occupancy approval, from TfNSW;
- (b) obtained the relevant notices from TfNSW under clause 6.2 that TfNSW considers that the Design Documents and Amended Design Documents (as the case may be) comply with the Project Requirements and the Approvals and are acceptable to TfNSW;
- (c) obtained written confirmation from TfNSW that the Council has complied with any other conditions required by TfNSW, including a condition that the Council has provided to TfNSW an Environmental Management Plan, Quality Plan, Inspection and Testing Plan, Traffic Control Plan and Traffic Management Plan that comply with the Project Requirements, the Approvals and the Deed and are otherwise acceptable to TfNSW;

- (d) provided to TfNSW a Construction Program, which TfNSW has confirmed in writing is acceptable to TfNSW;
- (e) given the TfNSW Representative at least 10 Business Days written notice of the Council's intention to start construction; and
- (f) given to TfNSW Representative documentary evidence of payment to the Long Service Corporation established under the *Long Service Corporation Act 2010* (NSW) or that body's agent, the amount of any long service levy payable under the *Building and Construction Industry Long Service Payments Act 1986* (NSW) in respect of the Works.

TfNSW may delay in issuing an authorisation letter for the commencement of the Works or any Package if any of the requirements under the Deed have not been satisfied or the Works will coincide with other works, road occupancies or peak traffic flows which TfNSW considers will cause undue disruption to traffic.

7.2 Appointment of Contractor

The Council must ensure that:

- (a) traffic signal works are only constructed or reconstructed by a contractor that, at the time of engagement, is prequalified for those works under the TfNSW Prequalification Scheme for Traffic Signal Contractors current at that time, unless otherwise agreed in writing by TfNSW;
- (b) to the extent requested by TfNSW, other work is constructed by a contractor that, at the time of engagement, is prequalified at a level and category appropriate for that work under the National Prequalification System for Civil (Road and Bridge) Construction Contracts or the TfNSW Registration Scheme or Prequalification Scheme for Construction Industry Contractors (or such other prequalification scheme as determined by TfNSW);
- (c) all contractors engaged are suitably experienced in constructing similar works;
- (d) the Council and any contractors engaged to carry out the Works comply with the NSW Guidelines;
- (e) the names of proposed contractors and subcontractors are submitted to TfNSW for prior written acceptance and prior to submitting those names, the Council warrants that it has satisfied itself that any such principal contractors, contractors, consultants or persons engaged by it for the purposes of carrying out an activity in relation to the Works has the necessary suitability, reliability, safety systems, expertise and financial standing to carry out the relevant work and comply with its obligations under the WHS Laws;
- (f) in the case of work constructed by a non-prequalified contractor, the work is not commenced until TfNSW has given its prior written acceptance to the use of the contractor pursuant to clause 7.2(e) (which acceptance may be given or withheld in TfNSW's absolute discretion);
- (g) all requisite insurances have been effected by the Contractor;
- (h) the Contractor is engaged by the Council under terms and conditions that ensure the contractor will satisfy the Council's obligations to TfNSW under the Deed; and
- (i) TfNSW is provided with a copy of the contract under which the Contractor is engaged by the Council.

7.3 Principal contractor

- (a) In this clause 7.3, the terms 'workplace', 'construction project', 'construction work' and 'person conducting a business or undertaking' (**PCBU**) have the same meanings assigned to those terms in the WHS Laws.
- (b) As part of any authorisation of, or consent to, the Works under clause 3, TfNSW authorises the Council to exercise such authority and management and control of the workplace in connection with the Works as is necessary to enable the Council to discharge the responsibilities imposed on a Principal Contractor for the Works under the WHS Laws.
- (c) Without limiting any other provision of this Deed, the Council acknowledges and agrees that:
 - (i) it is the PCBU that commissions the construction work and the construction project in connection with the Works for the purposes of the WHS Laws;
 - (ii) it has management and control of the workplace in connection with the Works for the purposes of the WHS Laws;
 - (iii) it is the Principal Contractor in connection with the Works unless the Council engages another PCBU as the Principal Contractor for the Works; and
 - (iv) it has sufficient authority and management and control of the workplace in connection with the Works to comply with its obligations as Principal Contractor, or to enable another PCBU it engages as Principal Contractor to comply with their respective obligations under the WHS Laws.
- (d) Without limiting the Council's obligations under any other provision of this Deed, the Council:
 - (i) must at all relevant times exercise and fulfil its functions and obligations in relation to work, health and safety under the WHS Laws and this Deed in connection with the Works, including as Principal Contractor;
 - (ii) if the Council engages a PCBU as Principal Contractor, must:
 - (A) require the Principal Contractor to comply with the obligations imposed on the Council in relation to work, health and safety under this Deed; and
 - (B) ensure that the Principal Contractor fulfils its functions and obligations in relation to work, health and safety under the WHS Laws and this Deed;
 - (iii) must not:
 - (A) carry out; or
 - (B) permit any other PCBU engaged by, or under the control or direction of, the Council to carry out,any construction work unless the Council, or a PCBU engaged by the Council, is exercising and fulfilling the functions and obligations of Principal Contractor under the WHS Laws in respect of all construction work carried out under this Deed.
- (e) Without limiting any other provision of this Deed, the Council:

- (i) must itself comply with its, and ensure that all its employees, contractors and agents engaged in connection with the Works comply with their, respective obligations under the WHS Laws and under any plan relating to work health and safety, including as Principal Contractor;
 - (ii) is responsible for all costs associated with performing the role of Principal Contractor;
 - (iii) must comply with any direction on safety issued by a relevant Authority;
 - (iv) must immediately notify TfNSW of any Notifiable Incident in connection with the carrying out of the Works or which occurs at the workplace (which notification shall not reduce or otherwise affect any obligation of the Council under the WHS Laws) and must (if required by TfNSW) assist TfNSW to promptly investigate and monitor the Notifiable Incident with a view to managing risks and any potential or actual claims against TfNSW;
 - (v) must provide to TfNSW all notices and correspondence concerning work health and safety in connection with the Works within five Business Days after the dispatch and/or receipt of any such notice or correspondence;
 - (vi) to the extent not prohibited by Law, must indemnify TfNSW against any damage, cost, expense, loss or liability suffered or incurred by TfNSW arising out of or in connection with:
 - (A) any failure of the Council, or a PCBU engaged by the Council, to exercise or fulfil the functions and obligations of the Principal Contractor under the WHS Laws or under this Deed; and
 - (B) any work health and safety claims in connection with the Works or the Council's workplace except to the extent that they are directly caused by a wrongful, negligent or unlawful act or default of TfNSW or its employees, contractors or agents (excluding the Council and its contractors);
 - (vii) must ensure that it, and its employees, contractors and agents engaged in connection with the construction work, carry out the Works in a manner which ensures that TfNSW does not breach any obligations that TfNSW may have under the WHS Laws;
 - (viii) must carry out the Works safely so as to protect persons and property and the environment;
 - (ix) must have a corporate work health and safety management system which complies with the WHS Laws and is otherwise in accordance with the NSW Government Occupational Health & Safety Management Systems Guidelines;
 - (x) must display signs that are clearly visible from outside the workplace in connection with the Works identifying the Council (or the relevant PCBU engaged by the Council) as the Principal Contractor and stating the contact telephone numbers of the Principal Contractor (including an after hours emergency telephone number); and
 - (xi) must, on request by TfNSW, provide information to TfNSW in relation to its compliance with its health and safety obligations under this Deed or the WHS Laws.
- (f) If TfNSW Representative considers there has been, or is likely to be, a breach of the WHS Laws arising out of or in connection with the Works, or that there is a risk of

injury to people or damage to property or the environment arising out of or in connection with the Works:

- (i) TfNSW Representative may direct the Council to cease work immediately and the Council must, at its cost, comply with any such direction;
 - (ii) TfNSW will be entitled to exercise any of the rights under clauses 15.1(g), 15.1(h) or 15.2 without notice and without prejudice to any other right of TfNSW; and
 - (iii) if TfNSW considers that there has been a failure by the Council, or any PCBU engaged by the Council as Principal Contractor, to comply with the WHS Laws or a breach of this clause 7.3, TfNSW may also, in its absolute discretion:
 - (A) treat the failure or breach as a material breach under clause 15.1(f); or
 - (B) proceed to give a notice under clause 15.1(i) terminating the Deed immediately, without requesting the Council to remedy the failure or breach, and the provisions of clause 16 will otherwise apply to that termination.
- (g) If TfNSW exercises any of its rights to take over or complete the whole or any part of the Works under clauses 15.1(g), 15.1(h) or 15.2:
- (i) TfNSW will have management and control of the part of workplace in connection with that part of the Works;
 - (ii) TfNSW will be the PCBU that commissions the construction work in connection with that part of the Works; and
 - (iii) TfNSW will be the Principal Contractor , or will engage another PCBU as Principal Contractor for that part of the Works.

7.4 Safety audits and surveillance

- (a) TfNSW may itself, or have a third party, conduct a safety audit or surveillance, or require the Council to conduct audits from time to time, of:
- (i) the Council's compliance with its health and safety obligations under:
 - (A) this Deed; and
 - (B) all WHS Laws; or
 - (ii) the compliance of the Contractor with those obligations,
(WHS Obligations).
- (b) The Council must comply with all requirements of a party undertaking an audit or surveillance under this clause 7.4, including giving:
- (i) reasonable access to all documents necessary to conduct the audit or surveillance; and
 - (ii) access to relevant workplaces,
- including documents and workplaces of the Council and the Contractor.

- (c) If the Council is required to conduct an audit under this clause, it must do so within the time reasonably required by TfNSW and promptly report to TfNSW in writing on the outcome of the audit.
- (d) Any corrective work or action which an audit or surveillance identifies as necessary to rectify any departure from the WHS Obligations must be undertaken by the Council at its expense and within a reasonable time, given the nature of the departure.
- (e) If any audit or surveillance identifies any corrective work or action that must be undertaken by the Contractor to rectify any departure from the WHS Obligations the Council must at its expense and within a reasonable time, given the nature of the departure, procure that the Contractor undertakes that corrective work or action.

8. CONSTRUCTION

8.1 Carrying out the Works

The Council must, in undertaking the Works, ensure that:

- (a) the Project Requirements are complied with at all times;
- (b) the Works are carried out in accordance with the Design Documents and Amended Design Documents (as the case may be) which TfNSW has notified the Council are acceptable to TfNSW pursuant to clause 6;
- (c) the Works are carried out in compliance with:
 - (i) all Legislative Requirements affecting the Works, including environmental, workers' compensation legislation and work health and safety legislation;
 - (ii) all requirements of other relevant Authorities;
 - (iii) the conditions of all Approvals for the Works; and
 - (iv) the Quality Plan, Environmental Management Plan, Inspection and Testing Plan, Traffic Control Plan and Traffic Management Plan;
- (d) any direction (including a direction to immediately stop work) and additional requirement of TfNSW given from time to time, relating to either:
 - (i) traffic safety and convenience, or
 - (ii) quality of work,

are complied with;
- (e) it promptly notifies TfNSW if a 'pollution incident' occurs within the meaning of the *Protection of the Environment Operations Act 1997* (NSW) in connection with the Works;
- (f) in addition to any actions taken in accordance with paragraph (e), do whatever is necessary, or TfNSW reasonably requires, to remediate any contamination or pollution at the site of the Works that:
 - (i) occurred before the date of the Deed and was disturbed by the Council; or
 - (ii) first occurred or was first caused by the Council on or after the date of the Deed;

- (g) water, debris or silt is prevented from collecting in or adjacent to the Works as a result of any activity associated with the Works;
- (h) people authorised by TfNSW are freely allowed to inspect the Works and access all information and records relating to the Works, including traffic control arrangements and test and survey results;
- (i) the Works are carried out expeditiously and proceed continuously until Practical Completion in accordance with the Construction Program accepted by TfNSW prior to commencement of construction of the Works under clause 7.1(d);
- (j) it carefully coordinates and interfaces the Works with any works being carried out by TfNSW or another Authority and their contractors, employees and agents;
- (k) it carries out the Works so as to avoid interference with or disruption to or delay of the work of TfNSW or another Authority and their contractors, employees and agents;
- (l) it monitors the progress of work being performed by TfNSW, another Authority and their contractors, employees and agents and notifies TfNSW of any interface or sequence activities which may affect the commencement, progress or completion of any aspect of the Works; and
- (m) TfNSW is provided with any additional information and material relevant to the performance of the Council's obligations under this clause 8.1, if requested in writing by TfNSW Representative, including information relating to traffic control, records, test, survey results for the Works and any other relevant information held or received by the Council from time to time.

8.2 Testing

The Council must carry out all necessary tests on the Works as required by the Deed and comply with the Inspection and Testing Plan. The Council must give TfNSW at least three Business Days prior written notice of the date, time and location of any testing to be undertaken to allow the TfNSW Representative to attend. All testing required pursuant to this Deed will be carried out at the Council's cost.

8.3 Defects rectification

- (a) The Council must promptly and in any event within the time frame specified by TfNSW rectify defects or other non-conforming work which become apparent during construction of the Works or before the end of the Defects Liability Period in accordance with the requirements of the Deed.
- (b) If the Council does not comply with clause 8.3(a), TfNSW may rectify the defect itself or engage other contractors to do so and the cost incurred by TfNSW in rectifying such defect or engaging others to do so will be a debt due and payable from the Council to TfNSW.

9. MODIFICATIONS

The Council must not make any modification to the Works unless it has first obtained:

- (a) the prior written agreement of the TfNSW Representative; and
- (b) all Approvals required to carry out the Works as modified.

10. PRACTICAL COMPLETION

10.1 Council to Notify

The Council must:

- (a) give TfNSW written notice not less than 20 Business Days, unless Item 9 of the Schedule states otherwise, before it anticipates achieving Practical Completion of the Works; and
- (b) provide notice to TfNSW when it considers Practical Completion has been achieved, such notice to include the following details in relation to each item of the Works:
 - (i) any defects identified to date;
 - (ii) reports on preliminary commissioning of the services and installations;
 - (iii) compliance with the Inspection and Testing Plan and the provision of all required test results and conformance data;
 - (iv) Approvals; and
 - (v) a certificate in the form of Attachment G from the Council stating that the item of the Works complies with all requirements of this Deed and is fit for occupation and use.

10.2 TfNSW to Inspect and Give Notice

TfNSW must:

- (a) promptly, and in any event no later than five Business Days after receiving the Council's written notice under clause 10.1(b) or a notice under the final paragraph of this clause 10.2 (as the case may be), inspect the Works; and
- (b) if satisfied that Practical Completion has been achieved, issue a notice to the Council:
 - (i) stating the date upon which TfNSW determines Practical Completion was achieved;
 - (ii) containing a list of any minor defects and minor omissions of the type described in paragraph (a) of the definition of "Practical Completion" in clause 1.1; and
 - (iii) stating the time frame within which those defects and omissions identified must be rectified; or
- (c) if not satisfied that Practical Completion has been achieved, issue a notice to the Council containing a comprehensive list of all items that TfNSW considers necessary to be completed to achieve Practical Completion.

If TfNSW issues a notice under clause 10.2(c) the Council must proceed to bring the Works to Practical Completion and thereafter when it considers it has achieved Practical Completion it will give TfNSW written notice to that effect after which this clause 10.2 will reapply.

10.3 Unilateral Issue of Practical Completion Notice

If at any time a notice required to be given by the Council to TfNSW under either of clauses 10.1 or 10.2 is not given by the Council yet TfNSW is of the opinion that Practical Completion

of the Works has been achieved, TfNSW may issue a Notice of Practical Completion under clause 10.2(b) for the Works.

10.4 Take Over Upon Practical Completion

Upon the issue of a Notice of Practical Completion:

- (a) the Council must hand over those parts of the Works identified in Item 12 of the Schedule to TfNSW or the relevant Authority as notified by TfNSW; and
- (b) the Council must correct all defects and omissions listed in the Notice of Practical Completion as soon as possible after the Date of Practical Completion.

10.5 Effect of Notice of Practical Completion

A Notice of Practical Completion:

- (a) will not constitute approval by TfNSW of the Council's performance of its obligations under the Deed;
- (b) will not be taken as an admission or evidence that the Works comply with the Deed or any Approval;
- (c) will not prejudice any rights or powers of TfNSW; and
- (d) is only issued for the purposes of this Deed and is not a notice of practical completion of the Works as may be required to be issued under the contract entered into with the Council's contractor to construct the Works.

10.6 As Builts

- (a) The Council must provide TfNSW with all As-Built Drawings for the Works as a precondition to Practical Completion.
- (b) The As-Built Drawings must be provided in electronic form in both PDF format and in a native CAD file format nominated by the TfNSW Representative.

10.7 Intellectual property rights

- (a) The Council grants to TfNSW a perpetual, irrevocable, non-exclusive, royalty-free licence to:
 - (i) use, reproduce, modify and adapt all Design Documents and As-Built Drawings (and all Intellectual Property Rights in or relating to them) for the purpose of designing, constructing, operating, maintaining, repairing, upgrading and improving roads and road related assets in New South Wales;
 - (ii) permit any person to assist TfNSW to do any of the things referred to in clause 12.7(a)(i); and
 - (iii) sublincence any of the rights described in clauses 12.7(a)(i) and 12.7(a)(ii).
- (b) The Council must execute all documents and do all acts and things required by TfNSW for the purpose of giving effect to this clause.

10.8 Intellectual Property Warranty and Indemnity

The Council warrants that TfNSW's use of the Design Documents, including As-Built Drawings, will not infringe the Intellectual Property Rights of any person. The Council must

indemnify TfNSW, and keep TfNSW indemnified from and against any loss, costs, expenses, demands or liability, arising out of a claim by a third party against TfNSW alleging that the Design Documents, including As-Built Drawings, or part of the Design Documents, including As-Built Drawings, infringes any Intellectual Property Rights.

10.9 **Moral Rights**

The Council must:

- (a) obtain in writing from its contractors, employees, subcontractors and licensors all necessary, unconditional and irrevocable:
 - (i) consents permitted by applicable Law, to any alterations to, or use of the existing intellectual property or intellectual property created for the purpose of the Works that would otherwise infringe their respective Moral Rights in such intellectual property, whether occurring before or after the consent is given; and
 - (ii) waivers permitted by applicable law of their respective Moral Rights outside Australia,
- for the benefit of TfNSW;
- (b) provide TfNSW with copies of each written consent and waiver obtained under this clause, at TfNSW's request, or within 14 Business Days of the date of this Deed (or within 10 Business Days after engaging a contractor, employee, subcontractor or licensor not engaged at the date of this Deed), whichever occurs first; and
- (c) use its best endeavours to ensure that none of its contractors, employees, subcontractors or licensors institutes, maintains or supports any claim or proceeding for infringement of their Moral Rights by TfNSW.

10.10 **Dedication of Land**

If requested by TfNSW the Council must:

- (a) grant or procure an easement in favour of TfNSW or its nominee in relation to any area of land adjacent to or surrounding the Road as identified in the Design Documents or as reasonably required by TfNSW for purposes reasonably required by TfNSW; and
- (b) dedicate land owned or to be acquired in connection with the Works by the Council, as identified in Item 11 of the Schedule or in the Design Documents, that is required by TfNSW to be dedicated as public road or road reserve for the relevant part of the Works,

without any cost to TfNSW.

10.11 **Traffic signal works**

Upon Practical Completion of the Works, title in any traffic signalling plant, equipment, materials or installation that has been incorporated into the Work will vest in TfNSW or the relevant Authority notified by TfNSW in accordance with clause 10.4(a).

11. PRACTICAL COMPLETION CLAIM AND FINAL COMPLETION CLAIM

11.1 Claims

Within 45 Business Days after the issue of a Notice of Practical Completion for the Works the Council must give TfNSW notice of all liability, cost or expense which the Council claims from TfNSW in respect of any fact, matter or thing arising out of, or in any way in connection with the Deed which occurred up to the date of issue of the Notice of Practical Completion.

11.2 Release after Practical Completion

After the date for submitting the claim and notice under clause 11.1 has passed, the Council releases TfNSW from any claim, liability, cost or expense in respect of any fact, matter or thing arising out of, or in any way in connection with the Deed which occurred prior to the Date of Practical Completion of the Works except for any claim included in a claim or notice under clause 11.1 which is given to TfNSW within the time required by, and in accordance with the terms of, clause 11.1.

11.3 Final Claim and Notice

Within 21 Business Days after the end of the Defects Liability Period for the Works the Council must give TfNSW a final claim which must be for all amounts retained by TfNSW and which must include notice of all liability, cost or expense which the Council claims from TfNSW in respect of any fact, matter or thing arising out of, or in any way in connection with the Deed which occurred during the Defects Liability Period for the Works.

The final claim and notice must be accompanied by a certificate in the form of Attachment H from the Council stating that all design, construction, inspection, repairs, maintenance and monitoring by the Council has been undertaken in accordance with the requirements of the Deed.

The final claim and notice required under this clause 11.3 are in addition to the other notices which the Council must give to TfNSW under the Deed in order to preserve its entitlements to make any such claims.

11.4 Release after Final Claim and Notice

After the date for submitting the final claim and notice under clause 11.3 has passed, the Council releases TfNSW from any claim, liability, cost or expense in respect of any fact, matter or thing arising out of, or in any way in connection with the Deed which occurred during the Defects Liability Period for the Works except for any claim included in a final claim or notice under clause 11.3 which is given to TfNSW within the time required by, and in accordance with the terms of clause 11.3.

11.5 Final Certificate

- (a) TfNSW must issue a final certificate within 21 Business Days after receipt of the final claim and notice under clause 11.3 (**Final Certificate**) if:
 - (i) the Council has lodged with TfNSW a statutory declaration in the form set out in Attachment D;
 - (ii) the Council has procured from each contractor engaged by the Council to carry out any part of the Works:
 - (A) a statutory declaration that all subcontractors and workers engaged by the contractor have been paid all monies due and payable and received all entitlements accrued; and

- (B) a written statement in the form approved under Schedule 2 Part 5 of the *Payroll Tax Act 2007* (NSW), section 175B of the *Workers Compensation Act 1987* (NSW), and section 127 of the *Industrial Relations Act 1996* (NSW);
 - (iii) the Council has completed all its obligations under the Deed;
 - (iv) the Defects Liability Period under the Deed has expired;
 - (v) the Council has provided TfNSW with a certificate as required by clause 11.3; and
 - (vi) there are no outstanding claims or disputes between the Council and TfNSW.
- (b) If the Final Certificate shows money owing from TfNSW to the Council, TfNSW must within 21 Business Days after the date of the Final Certificate:
- (i) release that money to the Council; and
 - (ii) release the balance of any other security then held for the Deed.
- (c) If the Final Certificate shows money owing from the Council to TfNSW:
- (i) such amount will be a debt due and payable from the Council to TfNSW;
 - (ii) the Council must pay TfNSW the amount certified as payable by the Council within 21 Business Days after the date of the Final Certificate; and
 - (iii) TfNSW has no obligation to release any security held for the Deed until the Council has paid the money due.

11.6 Right of Set-Off

TfNSW may withhold, deduct or set-off from moneys which are otherwise due to the Council:

- (a) any debt or other moneys due from the Council to TfNSW; and
- (b) any claim to money which TfNSW may have against the Council whether for damages or otherwise,

whether under this Deed or otherwise at law relating to the Works.

12. TFNSW COSTS

12.1 Council liable to pay

Subject to clause 12.6, the Council is liable to TfNSW for and must pay TfNSW Costs, including:

- (a) TfNSW's costs (internal and external) in reviewing Design Documents and providing Approvals and any other consents, conditions or directions under the Deed;
- (b) TfNSW's project management costs for co-ordinating activities associated with the Works and liaising with the Council and Council's contractors and subcontractors;
- (c) the cost of surveillance and associated administration of surveillance of the Works;
- (d) legal costs and expenses (on a solicitor and own client basis) associated with the preparation, administration, enforcement and termination of this Deed;

- (e) the replacement cost of any material, equipment, stock or other item used or supplied by TfNSW;
- (f) the cost of repairs or replacement of any road or associated infrastructure which is damaged by the Council or its employees, contractors or persons under the control of any of them in the course of carrying out the Works, except to the extent that the repair or replacement is the result of an act or omission for which TfNSW is liable to the Council at common law;
- (g) the cost of remedying a breach of this Deed by the Council;
- (h) costs of emergency or special traffic control measures required by TfNSW; and
- (i) if specified in Item 5 of the Schedule, the capitalised amount of the estimated maintenance costs of the Works for the period set out in Item 5, agreed by the parties and set out in Item 5.

12.2 Invoice

Subject to clause 12.5, invoices for TfNSW Costs and interest accrued will be sent by TfNSW to the Council upon execution of the Deed and then at not less than four weekly intervals.

An itemised invoice of TfNSW Costs together with a certification from TfNSW Representative that TfNSW Costs incurred are true and accurate is sufficient evidence of TfNSW Costs unless a clear error has been made.

12.3 Payment

The Council must pay the estimated amount of TfNSW Preliminary Costs stated in Item 10 of the Schedule within 10 Business Days of execution of the Deed. The Council must pay the full amount of each other invoice for TfNSW Costs within 10 Business Days from the date of the invoice, including any interest payable under clause 12.4.

12.4 Interest

The Council must pay interest on any amount due to TfNSW under this Deed but not paid at the rate stated in Item 7 of the Schedule from the day the amount became due until the date of payment.

12.5 Deferral of capitalised maintenance costs

Payment of TfNSW Costs referred to in clause 12.1(i) will not be payable by the Council until Practical Completion.

12.6 Reciprocal fee waiver arrangements

The parties acknowledge that from time to time they may agree to reciprocal fee waiver arrangements in relation to:

- (a) fees, charges, costs and expenses that may be payable by TfNSW to the Council in connection with other projects that are being procured and delivered by TfNSW; and
- (b) certain TfNSW Costs payable by the Council to TfNSW under this Deed.

If any such arrangement is agreed to by the parties it will be documented under a separate written agreement and the liability of the Council to pay any relevant TfNSW Costs under this Deed will be reduced to the extent contemplated by such written agreement.

13. LIABILITY AND INDEMNITY

13.1 Indemnity

The Council:

- (a) must defend and hold harmless, indemnify and keep indemnified TfNSW and its employees, officers, agents and contractors from and against all claims, expenses, losses, including consequential losses, damages and costs (including costs on a solicitor and own client basis and whether incurred by or awarded against TfNSW) that TfNSW may sustain or incur as a result, whether directly or indirectly, arising out of or in connection with:
 - (i) any breach of this Deed by, or act or omission of, the Council;
 - (ii) any injury to or death of any person including any injury to or death of the employees, officers, agents and contractors of the Council or TfNSW;
 - (iii) damage to or loss of any property, including any damage to or loss of the Works or property of the Council or TfNSW; or
 - (iv) performance by the Council of its obligations under the Deed, including claims by a person who is not a party to this Deed,

except to the extent caused or contributed to by the wrongful, negligent or unlawful act or omission of TfNSW, its contractors, employees and agents; and

- (b) acknowledges that:
 - (i) it, and not TfNSW, is responsible and liable for the design and carrying out of the Works, management of construction and programming of the Works in compliance with the provisions of this Deed; and
 - (ii) TfNSW is relying on the advice, skill and judgment of the Council and its consultants and contractors in:
 - (A) the correctness and suitability of the Design Documents;
 - (B) the performance of the Council's obligations under this Deed;
 - (C) the carrying out of the Works; and
 - (D) the adequacy of the plant, equipment and materials to be used in the construction of, or incorporated into the Works for the purposes of this Deed.

13.2 No limitation

Without limiting the generality of clause 13.1(b)(ii), the Council must ensure that:

- (a) the processes and methods to be used for carrying out the Works will be completely suitable for the purposes for which they are required;
- (b) the Works are carried out in accordance with this Deed;
- (c) it will furnish efficient business administration, supervision and an adequate supply of workers and materials and perform its obligations in the best way and in the most expeditious and economical manner consistent with the best interests of TfNSW; and

- (d) it will obtain for the benefit of TfNSW all available product and work warranties from any suppliers, manufacturers, contractors and subcontractors in respect of plant, equipment and materials used in the construction of, or incorporated into the Works or assign such benefit to TfNSW where the warranty is not in favour of TfNSW.

13.3 **TfNSW may remedy**

The Council agrees that:

- (a) if it fails to remedy any breach of the Deed within 10 Business Days or as otherwise agreed by the parties, after receiving a notice from TfNSW requiring the Council to remedy the breach, TfNSW may remedy the breach at the cost of the Council and will be entitled to recover the cost of remedying the breach, including under clause 11.6; and
- (b) if remedial, protective or repair work, traffic management or traffic control work is urgently required to prevent loss of or damage to the Works, or to the site of or property adjacent to the Works, or to prevent injury to or death of any person, TfNSW may undertake that work at the cost of the Council and will be entitled to recover the cost as a debt due, including under clause 11.6. TfNSW will, if practical, give notice to the Council of the work urgently required.

14. **INSURANCE**

14.1 **Effect and maintain**

The Council must ensure that the policies of insurances listed in Attachment C, on the terms, for the risks identified and for the periods of time set out in Attachment C are effected and maintained.

14.2 **Proof**

The Council must provide proof that the policies of insurance required under this Deed have been effected and are current at all times during the periods of insurance stated in Attachment C.

14.3 **TfNSW may effect insurances**

If the Council does not comply with clause 14.2, TfNSW may, but is not obliged to, effect the relevant insurances and the cost of doing so will be a debt due from the Council which TfNSW will be entitled to recover, including under clause 11.6.

15. **TERMINATION**

15.1 **Default by Council**

If the Council:

- (a) without reasonable cause and/or without TfNSW's prior written approval suspends carrying out of the Works;
- (b) fails to proceed with the Works promptly and diligently;
- (c) fails to proceed with work in a competent manner;
- (d) fails to use or incorporate materials or work to the standards required by this Deed;
- (e) fails to remedy defects or non-conforming work or loss, damage, default or failure in accordance with this Deed; or

(f) commits any material breach of the Deed,

and fails to remedy such event within 10 Business Days of a written request by TfNSW to do so, then TfNSW may, in its absolute discretion and without prejudice to its other rights, by notice in writing to the Council, do any or all of the following:

- (g) take over the whole or any part of the Works remaining to be completed or in its discretion, carry out other works so that the Road is safe for public use and occupation;
- (h) exclude the Council and its contractors, employees or agents from performing the Works taken over; or
- (i) terminate the Deed as from the date of the notice, and in that case exercise any of the powers of exclusion conferred by paragraphs (k) or (l),

without prejudice to its accrued rights under this Deed.

15.2 Take over the Works

If TfNSW exercises its rights under clause 15.1, it may complete the whole or any part of the Works remaining to be completed and may engage contractors, including contractors of the Council and subcontractors for that purpose. TfNSW may take possession of and permit other persons to use any materials or equipment to be incorporated into the Works. The Council shall have no right to any compensation or allowance for any action taken by TfNSW pursuant to this clause 15.2.

15.3 Termination of Contract

If the Deed is terminated under clause 15.1 or under any other provision of the Deed it will be deemed terminated as from the date when notice of termination in writing under the hand of TfNSW is served upon the Council, or upon any official administrator of the Council or of the business of the Council.

15.4 Adjustment of costs on completion

All costs, losses, charges and expenses (including legal costs on a full indemnity basis) incurred by TfNSW in completing the whole or any part of the Works are a debt due to TfNSW which may, without limiting other rights, be recovered by TfNSW by set-off against other moneys due at any time.

15.5 No release

Termination by TfNSW will not release the Council from liability in respect of any breach of, or non-performance of any obligation pursuant to this Deed.

16. AUTHORISED REPRESENTATIVES

16.1 Representatives to Perform Functions

The authorised representative of the Council as stated in Item 1 of the Schedule and the TfNSW Representative as stated in Item 8 of the Schedule may perform any function of the Council and TfNSW, respectively, under this Deed.

16.2 Council's Project Manager

The Council must:

- (a) appoint, for the duration of the Works, a Council's Project Manager, who is suitably experienced in constructing works similar to the Works; and
- (b) notify TfNSW of the identity and contact details of the Council's Project Manager and any change during the course of the Works.

16.3 **Communications**

A notice or communication given or made by or to an authorised representative of the Council or to TfNSW Representative is effective as if it had been given or made by or to the party they represent.

16.4 **Substitution**

The Council may substitute an authorised representative after first giving written notice to TfNSW.

TfNSW may substitute TfNSW Representative after first giving written notice to the Council.

17. **DISPUTE RESOLUTION**

17.1 **Notice of Dispute**

If a party claims that a dispute has arisen under this Deed ('the Claimant'), it must give written notice to the other party ('the Respondent') stating the matters in dispute and designating as its representative a person to negotiate the dispute (a 'Claim Notice').

17.2 **Response to Notice**

Within 10 Business Days of receiving the Claim Notice, the Respondent must notify the Claimant of its representative to negotiate the dispute.

17.3 **Negotiation**

The nominated representatives must:-

- (a) meet to discuss the matter in good faith within 10 Business Days after service by the Respondent of notice of its representative; and
- (b) use reasonable endeavours to settle or resolve the dispute within 15 Business Days after they have met.

17.4 **Further Notice if not Settled**

If the dispute is not resolved within 15 Business Days after the nominated representatives have met, either party may give to the other a written notice calling for determination of the dispute ('Dispute Notice'). If the dispute relates to a technical claim or question in relation to the Works ('Technical Dispute'), the Dispute Notice must adequately identify the nature of the Technical Dispute and the date on which the Technical Dispute is alleged to have arisen.

17.5 **Reference to Expert**

Within 10 Business Days of receiving a Dispute Notice submitted by a party pursuant to clause 17.4 in relation to a Technical Dispute, the parties shall seek to agree upon and if agreed upon appoint an expert. In the event that the parties cannot agree on an expert to be appointed, the appointment of the expert is to be referred to the President of the Institute of Arbitrators and Mediators Australia (**NSW Chapter**).

For all Technical Disputes, the expert must:

- (a) have reasonable qualifications and practical experience in road and safety matters; and
- (b) have no interest or duty which conflicts or may conflict with his or her function as expert, he or she being required to fully disclose any such interest or duty before his or her appointment.

The parties must refer the Technical Dispute to the expert for determination within five Business Days of the expert's appointment.

17.6 **Rules**

The expert must determine the dispute in accordance with the TfNSW Rules for the Expert Determination Process and the Code of Conduct for an Expert, a copy of which TfNSW must make available to the Council on request.

17.7 **Assistance**

Each party must do all things necessary on its part or required by the expert for the proper conduct of the expert determination.

17.8 **Expert not an Arbitrator**

In determining the dispute the expert will be acting as an expert and not as an arbitrator.

17.9 **Mediation**

The parties agree that a dispute which is not a Technical Dispute should be mediated, in which case:

- (a) the parties must agree the terms of reference of the mediation within five Business Days of the receipt of the Dispute Notice (the terms shall include a requirement that the mediation rules of the Institute of Arbitrators and Mediators Australia (NSW Chapter) apply);
- (b) the mediator will be agreed between the parties, or failing agreement within five Business Days of receipt of the Dispute Notice, either party may request the President of the Institute of Arbitrators and Mediators Australia (NSW Chapter) to appoint a mediator;
- (c) the mediator appointed pursuant to this clause 17.9 (**Mediator**) must:
 - (i) have reasonable qualifications and practical experience in the area of the dispute; and
 - (ii) have no interest or duty which conflicts or may conflict with his or her function as mediator, he or she being required to fully disclose any such interest or duty before his or her appointment;
- (d) the Mediator shall be required to undertake to keep confidential all matters coming to his or her knowledge by reason of his or her appointment and performance of his or her duties;
- (e) the parties must within five Business Days of receipt of the Dispute Notice notify each other of their representatives who will be involved in the mediation;

- (f) the parties agree to be bound by a mediation settlement and may only initiate judicial proceedings in respect of a dispute which is the subject of a mediation settlement for the purpose of enforcing that mediation settlement;
- (g) in relation to costs and expenses:
 - (i) each party will bear their own professional and expert costs incurred in connection with the mediation;
 - (ii) the costs of the Mediator will be shared equally by the parties unless the Mediator determines a party has engaged in vexatious or unconscionable behaviour in which case the Mediator may require the full costs of the mediation to be borne by that party.

17.10 Litigation

If the dispute is not finally resolved in accordance with clauses 17.5 to 17.9, either party is at liberty to litigate the dispute.

17.11 Continue to Perform obligations

Each party must continue to perform its obligations under this Deed, notwithstanding the existence of a dispute.

18. GENERAL

18.1 No Representations by TfNSW

TfNSW makes no representation or warranty as to the Works and assumes no duty of care in respect of them or any information provided by TfNSW.

18.2 No Restriction on Rights

Nothing in this Deed is deemed to:

- (a) prejudice or affect the rights of the public to free passage upon or along the site of the Works;
- (b) authorise any nuisance to or permanent obstruction of the site of the Works or public places;
- (c) confer upon the Council any right or title to any part of the Works; or
- (d) in any way restrict or limit the powers of TfNSW or other relevant Authority or fetter TfNSW in the exercise of its statutory functions and in the event such exercise is undertaken in accordance with all relevant Laws, such exercise cannot and does not constitute a breach of the Deed.

18.3 Notices

- (a) A party notifying or giving notice under the Deed must do so in writing:
 - (i) delivered by hand;
 - (ii) sent by prepaid registered post;
 - (iii) sent by email; or

- (iv) if TfNSW has given notice under clause 20.4(b), sent by the Project Document Management System,
- to the other party's representative at the address or email address specified in Item 1 or Item 8 of the Schedule.
- (b) A notice given in accordance with clause 18.3 will be deemed to have been given and received:
 - (i) if delivered, on receipt;
 - (ii) if posted, three Business Days after posting;
 - (iii) if sent by email, when the addressee's email system logs the email message as having been received; or
 - (iv) if sent by a Project Document Management System – when the system logs the notice, consent or other communication as having been received.
 - (c) Any notice received after 5.00 pm or on a day not a Business Day shall be deemed to have been received at 9.00 am on the next Business Day.

18.4 Project Document Management System

- (a) At any time and from time to time the TfNSW Representative may notify the Council that a Project Document Management System is to be used for the purposes of this Deed. Such notice will set out:
 - (i) details of the relevant Project Document Management System;
 - (ii) the commencement date for use of the Project Document Management System; and
 - (iii) any other information reasonably necessary for the use of and service of notices via the Project Document Management System.
- (b) If the TfNSW Representative issues a notice under clause 20.4(a), then on and from the date referred to in clause 20.4(a)(ii) all notices, consents and other communications under this Deed must be sent via the Project Document Management System unless otherwise directed by the TfNSW Representative or clause 20.4(c) applies.
- (c) If, at any time, the Project Document Management System is unavailable, all notices, consents and other communications must be sent by one of the other means referred to in clause 20.3 during the period of unavailability.
- (d) The Council must bear all costs arising out of or in connection with its use of the Project Document Management System.

18.5 Assignment

- (a) The Council must not assign or otherwise transfer or encumber any right, obligation or interest under this Deed without the prior written approval of TfNSW, such approval not to be unreasonably withheld.
- (b) TfNSW will be deemed to be acting reasonably if it withholds its approval under clause 18.5(a) where TfNSW is of the reasonable opinion that:
 - (i) the proposed assignee is not solvent and reputable; or

- (ii) the proposed assignment will materially affect the obligations of the Council and the rights of TfNSW under this Deed.
- (c) If the Council assigns or otherwise transfers its interest in the Works or this Deed, the Council must at its own cost obtain a covenant by deed from the purchaser or transferee in favour of TfNSW that the purchaser or transferee will comply with and be bound by the provisions of this Deed.

18.6 **Waiver**

Failure by a party to compel performance of any term or condition of this Deed does not constitute a waiver of that term or condition and does not impair the right of the party to enforce it at a later time or to pursue remedies it may have for any subsequent breach of that term or condition.

18.7 **Joint and Several Liability**

If the Council comprises more than one person, those persons are jointly and severally liable for the performance and obligations of the Council.

18.8 **Governing Law**

This Deed is governed by and will be construed according to the law of New South Wales.

18.9 **Stamp duty**

The Council will be liable to pay any stamp duty payable on any transfer or easement required to effect TfNSW's requirements under the Deed.

18.10 **Prior agreements superseded**

This Deed:

- (a) wholly replaces and excludes all prior agreements, correspondence, negotiations, representations, explanations and statements between the Council and TfNSW covering or in connection with the matters covered by this Deed (except to the extent expressly incorporated by reference); and
- (b) is the entire agreement between the Council and TfNSW in respect of the Works.

18.11 **Modification of Deed**

No modification or alteration of any provision of this Deed will be valid unless it is in writing and signed by the Council and TfNSW.

18.12 **Media releases and enquiries**

If requested by TfNSW Representative, the Council must:

- (a) not issue, publish or authorise any media release or advertisement concerning this Deed, TfNSW or the Works without obtaining TfNSW's prior written approval; and
- (b) obtain a similar obligation from its contractors.

18.13 **Disclosure by TfNSW**

The Council acknowledges that TfNSW may be required by law to disclose the contents of, or certain information concerning, this Deed in accordance with ss 9 or 27 to 35 of the

Government Information (Public Access) Act 2009 (NSW) ('GIPA Act') and the Council consents to, and releases TfNSW in respect of, any such disclosure.

If the Council reasonably believes that any part of this Deed contains information which is commercial-in-confidence or could reasonably be expected to affect public safety or security, then the Council should immediately advise TfNSW in writing, identifying the provisions or information and providing reasons so that TfNSW may consider seeking to exempt that information or those provisions from disclosure under s 32 of the GIPA Act.

18.14 Proportionate liability

- (a) It is agreed that the operation of Part 4 of the Civil Liability Act 2002 (NSW) is excluded in relation to all and any rights, obligations and liabilities under this Deed, whether such rights, obligations or liabilities are sought to be enforced as a breach of contract or a claim in tort or otherwise.
- (b) Without limiting the generality of clause 18.14(a) it is further agreed that the rights, obligations and liabilities of TfNSW and the Council (including those relating to proportionate liability) are as specified in this Deed and not otherwise, whether such rights, obligations and liabilities are sought to be enforced by a claim in contract, tort or otherwise.

19. GST

19.1 Interpretation

In this clause:-

- (a) the expressions 'adjustment note', 'consideration', 'Goods and Services Tax', 'GST', 'supply', 'tax invoice', 'recipient' and 'taxable supply' have the meaning given to those expressions in the A New Tax System (Goods and Services Tax) Act 1999;
- (b) a reference to a payment being made or received includes a reference to consideration other than money being given or received.

19.2 Calculation of GST

- (a) Unless otherwise expressly stated, all prices or other sums payable or payment to be made under or in accordance with the Deed, include an amount for GST.
- (b) No additional amount on account of GST is payable by a party who receives a taxable supply under or in connection with the Deed. All amounts payable reflect the GST-inclusive market value of the taxable supply.
- (c) Any contract entered into by a party to the Deed with a third party which involves supplies being made, the cost of which will affect the cost of any supplies made under or in connection with the Deed, must include a clause including equivalent terms to this clause 19.2.

19.3 GST invoices

The parties agree that:

- (a) TfNSW will issue a tax invoice for each taxable supply it makes to the Council without request;
- (b) TfNSW will issue to the Council a recipient created tax invoice ('RCTI') for each taxable supply (other than an excluded supply) made by the Council to TfNSW under this Deed, and will issue an adjustment note for any adjustment event;

- (c) TfNSW may serve written notice on the Council stating which supplies are excluded supplies under this Deed. Unless and until TfNSW serves such a notice, there are no excluded supplies;
- (d) the Council must not issue a tax invoice in respect of any supply it makes to TfNSW, other than for an excluded supply;
- (e) TfNSW is not required to make a payment for an excluded supply until TfNSW has received a tax invoice from the Council for that supply;
- (f) each party must notify the other party if it ceases to be registered for GST or it ceases to comply with any of the requirements of any taxation ruling issued by a taxation authority relating to the creation of RCTIs;
- (g) each party acknowledges and warrants that at the time of entering into this Deed, it is registered for GST; and
- (h) TfNSW will not issue a document that will otherwise be an RCTI, on or after the date when the Council fails to comply with any of the requirements of any taxation ruling issued by a taxation authority relating to the creation of RCTIs.

SCHEDULE

Item 1	Name of Council: ABN: (Parties and clause 16.1) Address: Authorised Representative: Address: Telephone: Email:	City of Newcastle 25242068129 12 Stewart Ave Newcastle West NSW 2302 Grant Mansfield 12 Stewart Avenue NEWCASTLE 2300 0438742909 gjmansfield@ncc.nsw.gov.au
Item 2	Estimated Cost of the Works (clause 1.1)	[REDACTED]
Item 3	Defects Liability Period: (clause 1.1)	12 months from the Date of Practical Completion.
Item 4	Planning Approval (clause 1.1)	N/A
Item 5	Agreed Capitalised Maintenance Costs: Period: [Normally not required unless Works include traffic control signals or other electronic equipment, a bridge, tunnel or other appropriate element] (clause 12.1(i))	[REDACTED]
Item 6	Road: (clause 1.1)	MR605 Intersection Vera St and Maud St MAYFIELD 2304
Item 7	Rate of Interest on overdue payments: (clause 12.4)	12%
Item 8	TfNSW Representative: (clause 16.1) Address: Telephone: Email:	John Perkins 31 Victoria St Grafton NSW 2460 0499968808 john.perkins@transport.nsw.gov.au

Item 9	Notice of estimate of Date of Practical Completion (clause 10.1):	30/09/2023
Item 10	Estimated amount of TfNSW Preliminary Costs (clauses 1.1 and 12.3):	[REDACTED]
Item 11	Land to be Dedicated (clause 10.10(b))	Nil
Item 12	Works to be handed over to TfNSW (clause 12.4(a))	New TCS at intersection of Maud St and Vera St, Mayfield
Item 13	Are the Works divided into Packages? (clause 4)	No

ATTACHMENT A

Project Requirements

The Council must ensure that the Project Requirements are complied with at all times.

1. General

- (a) All plans and documents required to be prepared under this Deed (including without limitation the Design Documents and Project Plans) must comply with all standards set by TfNSW (including TfNSW Technical Directions), Australian Standards and Austroads Guides with TfNSW Supplements and relevant Codes of Practice.
- (b) The Design Documents must include the provision of all necessary road markings and sign posting.
- (c) The Design Documents must include:
 - (i) A "Health & Safety in Design Report" including the register for concept and detailed design stages showing:
 - (A) all hazards eliminated or mitigated So Far As Is Reasonably Practicable (SFAIRP);
 - (B) hazards for construction, maintenance, operations and demolition clearly identified and the most appropriate controls proposed; and
 - (C) all information pertaining to resolved and residual health and safety hazards.
- (d) A Stage three detailed design Road Safety Audit (RSA) is to be submitted as part of the final design submission. The RSA must be carried out by an independent auditor. The auditor cannot be from the same organisation that carried out the detailed design. In addition, for works with a construction value in excess of \$500,000 (in the road reserve) a Stage four Pre-opening Road Safety Audit must be undertaken prior to practical completion.
- (e) A minimum footpath reserve of 3.5 metre is to be provided to accommodate pedestrian facilities and public utilities. If the 3.5 metre footpath reserve in respect of the Works encroaches onto private land, the necessary land is to be acquired and dedicated as public road at no cost to TfNSW.

2. Community Consultation

- (a) Liaison with the community concerning the Works is the responsibility of the Council. If the completed Works or the construction activities are likely to be perceived as having an adverse impact on the amenity of road users or pedestrians or any other relevant stakeholders, consultation with stakeholders must be undertaken by the Council.
- (b) Any media releases, letterbox drops or other publications concerning the Works, must be approved by TfNSW prior to release. The TfNSW Representative will assess the extent of any TfNSW response, depending on the nature of the Works.
- (c) Where private driveway crossovers and stormwater drainage connections abut the Works, the design of the driveway and drainage connections are to be agreed with the property owners. This is to include consideration of, and agreement to, the type and width of driveway and the method of disposal of property stormwater.

3. Construction

- (a) Approval to commence construction works is not permitted until TfNSW issues an approval to commence construction. This will be issued after the receipt and acceptance of all statutory approvals, pre-construction documentation and Project Plans. These include the:
 - (i) Verification and Monitoring Plan;
 - (ii) Quality Plan
 - (iii) Detailed construction program showing critical path;
 - (iv) Construction Environmental Management Plan, including an Erosion & Sediment Control Plan and any safeguards or requirements identified in any environmental approvals;
 - (v) Inspection & Test Plans; and
 - (vi) Traffic management (including Traffic Control Plans).
- (b) The Works must be carried out and completed to TfNSW QA Specifications and environmental and planning approvals current at the date of execution of this Deed. "TfNSW QA Specifications" means all specifications published from time to time by TfNSW on its website (www.rms.nsw.gov.au) and any other specification prepared as approved and notified by TfNSW.
- (c) The roadwork and bridgework components of the Works are to be undertaken by suitably prequalified and registered contractors acceptable to TfNSW. The contractors are to be prequalified and registered at a class appropriate to the value and type of works in accordance with the TfNSW Prequalification and Registration Schemes.
- (d) The Quality Plan must make provision for internal quality audits and the results of those audits must be provided to TfNSW within ten Business Days of the audit being undertaken.
- (e) All affected utilities are to be relocated to allow for the Works and meet the requirements of TfNSW and all relevant utility authorities, at no cost to TfNSW. TfNSW approval must be obtained prior to utilities being relocated outside of the standard Public Utility Space Allocations as detailed in the NSW Streets Opening Conference's Guide to Codes and Practices for Streets Opening. In particular, power poles and lighting columns must be relocated at least three metres behind the back of kerb.
- (f) A dated construction schedule is to be submitted and routinely updated so that TfNSW can plan timely inspections. TfNSW reserves the right to carry out surveillance and auditing of the quality system and/or Works at any time. Following a written request from TfNSW, the Council and/or the Contractor must make resources available for the audit process.
- (g) Road condition reports must be prepared and submitted to TfNSW for all roads likely to be affected by the construction prior to commencement and post completion of construction. Prior to completion of construction, any damage to the existing road infrastructure (including without limitation road signage, signalling equipment and footpaths) caused during the course of the Works is to be restored and made good to the satisfaction of TfNSW and Council.

- (h) A summary of the results of all inspections and tests, described in the Inspection and Testing Plans, carried out within a particular month during the course of the Works are to be forwarded to TfNSW within ten Business Days of the end of that month.
- (i) All final linemarking on asphalt pavements (including transverse and median pavement markings) shall be thermoplastic material. On a spray seal pavements a reapplication of waterborne paint is required no less than 2 months and no later than 3 months after initial linemarking.
- (j) The Council is responsible for all road maintenance between the limit of works from the start of construction until the end of the Defects Liability Period.
- (k) "Works-as-Executed" drawings must be submitted within 4 weeks from the date of Practical Completion, including electronic copies of CAD drawings for signal designs.

4. Traffic Management

- (a) A Traffic Management Plan must be prepared and submitted for acceptance. Approval to commence construction will not be issued until the Traffic Management Plan is accepted. The Traffic Management Plan must:
 - (i) be drawn in accordance with AS1742.3 and the TfNSW Traffic Control at Work Sites (TCAWS) Manual;
 - (ii) include Traffic Control Plans for the proposed work. The Traffic Control Plans must be on scaled drawings of the affected section of road including lane widths, sign spacings and traffic control devices proposed. If temporary pavement marking changes are proposed then a Traffic Control Plan is also required for the pavement marking. The designer should visit the site to ensure that the proposed location of signage is suitable and practical;
 - (iii) include appropriate signage to warn road users of construction vehicle entry/exit points and of excavations;
 - (iv) include a Vehicle Movement Plan (where required by TCAWS) showing signage and other directional devices;
 - (v) show how pedestrians and cyclists will be directed safely through or around the work site; and
 - (vi) be prepared by a designer with a current certificate of training as required by TCAWS. The Traffic Control Plan shall be signed and dated including the designer's certificate number.
- (b) All pavement markings requiring removal must be removed by water blasting or grinding. Waterborne paint may be used for interim traffic stages. Retro-reflective raised pavement markings must be installed for all traffic stages.
- (c) A Road Occupancy Licence is required for all Works, including any approved maintenance period. The Road Occupancy Licence is separate and additional to the approval for the Traffic Management Plan and the Traffic Control Plans.
- (d) Where roadworks speed zone restrictions are proposed, a Speed Zone Authorisation is required.

5. Practical Completion

Prior to Practical Completion deposited plans of subdivision for any land to be dedicated as public road must be registered at no cost to TfNSW.

6. Traffic Control Signals (if included in the Works)

- (a) The traffic signal installation work must be in accordance with TfNSW specification SI/TCS/8. Due to the specialised nature of traffic control signal installations, TfNSW requires that adequate notice be given to it for release of signal specification hold points, so that its representative can witness these achievements.
- (b) All traffic signal equipment must be new, must be supplied by the Council or its Contractor (including without limitation housing labels) and must comply with TfNSW Specifications. LED (Light Emitting Diode) traffic signal lanterns must be used for all traffic signal works. Reconstruction of existing sites which currently utilise Incandescent or Quartz Halogen lanterns must be upgraded to LED (Light Emitting Diode) lantern sites in accordance with Technical direction TDT2008/05a.
- (c) The Council is to engage a TfNSW service provider to certify that all the traffic signal works are in accordance with the Design Documents and specifications.

ATTACHMENT B

Description of Works and Packages

Part 1: Description of the Works

Design and Installation of Traffic Control Signals on Maud Street Mayfield and associated civil works for continuation of a major cyclepath link within Newcastle.

Mid-block pedestrian TCS:

Installation of mid-block pedestrian TCS on Maud St between the intersections with Prince St and Vera Streets as per concept TCS Plan dated 14 March 2023. Provision of kerb ramps, detector pads, linemarking and signage and removal of the existing pedestrian refuge.

In conjunction with the provision of the mid-block TCS, changes to the lane configuration will be undertaken along Maud Street between Lorna Street and Miller Street as follows –

- Northbound to become two lanes from Lorna Street to Miller Street
- Southbound to transition from two lanes to a single lane at Miller Street, returning to 2 lanes on approach to the mid-block signals at Vera Street.

An advance warning sign for the TCS is proposed for southbound traffic near Miller Street due to a crest and restricted sight distance at the rail overbridge. A Type 9 post with 6m mast arm is also provided for southbound vehicles at the mid-block signals.

Civil works:

Reconstruction of Vera Street intersection so left turn in only (single lane) connecting to a proposed cul de sac treatment in Vera Street. Minor improvements to the intersection with Prince Street, which remains left in and left out only. Civil works include reconstruction of Vera Street entry, construction of cul de sac, kerb returns, cyclist on-load and off-load kerb ramps and full width footway paving as well as reconstruction of the island in Prince Street.

Refer 50% Detail Design drawings Issue A dated 28 February 2023.

Upgrade of stormwater drainage from the proposed cul de sac in Vera Street to Prince Street is also proposed.

New asphalt concrete wearing surface will be provided from the southside of Prince Street to the existing TCS at the entry to OneSteel just north of Miller Street (see markup). New linemarking and signage where required, including that linemarking required for the lane changes Lorna to Miller Street.

Part 2: Packages

Not applicable

ATTACHMENT C

Insurance

	TYPES OF INSURANCES	MINIMUM SUM INSURED	PERIOD OF INSURANCE	INSURANCE COVER IS TO INCLUDE THE FOLLOWING	COMMENTS (STATE IF INSURANCE IS NOT REQUIRED)
1.	Broadform Public and Products Liability effected with an approved insurer as defined in Definitions and Notes clause 1 below. * If products are not involved in performance of the Services, it will be acceptable not to obtain Products Liability.	\$20 million for any single occurrence and unlimited in the aggregate as to the number of occurrences. The total aggregate liability during any one period of insurance for all claims arising out of the Council's and Contractor's Products shall not exceed \$20 million.	From the earlier of the Works commencing or time construction contract is awarded to the end of each Defects Liability Period.	(a) lists the Council and all contractors for their respective rights, interests and liabilities as named insureds. (b) lists TfNSW as an additional named insured as defined in Definitions and Notes clause 2 below. (c) a cross liability and waiver of subrogation clause as defined in Definitions and Notes clause 3 below. (d) liability arising out of the use of hoists, cranes, unregistered vehicles, boilers and pressure vessels. (e) is governed by the law of New South Wales and subject to Australian jurisdiction as defined in Definitions and Notes clause 4 below.	
2.	Motor Vehicle Comprehensive or Third Party Property Damage effected with an	\$20 million for any single occurrence and unlimited in the aggregate as	From the earlier of the Works commencing or time construction contract is	(a) all plant, equipment and motor vehicles owned or used by the Council or contractors	

	TYPES OF INSURANCES	MINIMUM SUM INSURED	PERIOD OF INSURANCE	INSURANCE COVER IS TO INCLUDE THE FOLLOWING	COMMENTS (STATE IF INSURANCE IS NOT REQUIRED)
	approved insurer as defined in Definitions and Notes clause 1 below.	to the number of occurrences.	awarded to completion of the Deed including any warranty / maintenance / service period.	<p>(b) directly or indirectly engaged in performance of the Works.</p> <p>(c) lists the Council and all contractors for their respective rights, interests and liabilities as named insureds.</p> <p>(d) lists TfNSW as an additional named insured as defined in Definitions and Notes clause 2 below.</p> <p>(e) a cross liability and waiver of subrogation clause as defined in Definitions and Notes clause 3 below.</p> <p>(f) is governed by the law of New South Wales and subject to Australian jurisdiction as defined in Definitions and Notes clause 4 below.</p>	

	TYPES OF INSURANCES	MINIMUM SUM INSURED	PERIOD OF INSURANCE	INSURANCE COVER IS TO INCLUDE THE FOLLOWING	COMMENTS (STATE IF INSURANCE IS NOT REQUIRED)
3.	Workers Compensation effected with an approved insurer as defined in Definitions and Notes clause 1 below	As per the Act.	From the earlier of the Works commencing or time construction contract is awarded to completion of the Deed including any warranty / maintenance / service period.	To cover all persons directly or indirectly engaged in performance of the Works under the Deed for loss, damage, claims and all direct and associated costs and expenses arising under any statute relating to workers or accident compensation or at common law.	
4.	Professional Indemnity* effected with an approved insurer as defined in Definitions and Notes clause 1 below.	\$10 million per occurrence and in the aggregate annually.	From the earlier of the design of the Works commencing or time construction contract is awarded to completion of the Deed plus seven years following completion of the contract. The insurance can be taken out as annual covers where the cover is to include a retroactive date being the commencement date of this contract.	(a) is effected by the contractor and each consultant providing design services. (b) a description of the risk covered by the policy. (c) cancellation clause requiring not less than 30 days' notice to be given by the insurer of an intent to cancel. (d) one automatic restatement per period of insurance. (e) is governed by the law of New South Wales and subject to Australian jurisdiction as defined in Definitions and Notes clause 4 below.	
5.	Contract, works, plant	To cover the replacement	From the earlier of the Works	(a) material damage in relation to	

	TYPES OF INSURANCES	MINIMUM SUM INSURED	PERIOD OF INSURANCE	INSURANCE COVER IS TO INCLUDE THE FOLLOWING	COMMENTS (STATE IF INSURANCE IS NOT REQUIRED)
	and equipment insurance	value of Works, including any TfNSW supplied materials.	commencing or time construction contract is awarded to the end of each Defects Liability Period.	<p>Works, temporary works, form works and all other material as supplied in the construction contract.</p> <p>(b) includes Architect, Engineer's and Surveyor's fees.</p> <p>(c) includes owner supplied materials, equipment, temporary buildings and the like, including all additional costs of reconstruction, rectification or repair.</p> <p>(d) lists the Council and all contractors and subcontractors for their respective rights, interests and liabilities as named insureds.</p> <p>(e) lists TfNSW as an additional named insured as defined in Definitions and Notes clause 2 below.</p> <p>(f) a cross liability and waiver of subrogation clause as defined in Definitions and Notes clause 3 below.</p> <p>(g) is governed by the law of New South Wales and subject to</p>	

	TYPES OF INSURANCES	MINIMUM SUM INSURED	PERIOD OF INSURANCE	INSURANCE COVER IS TO INCLUDE THE FOLLOWING	COMMENTS (STATE IF INSURANCE IS NOT REQUIRED)
				Australian jurisdiction as defined in Definitions and Notes clause 4 below.	
6.	[Other*]			[*Include additional specific risk policies as required].	

Definitions and Notes:

1. Approved insurer means:
 - (a) an Australian registered insurance company which is approved by the Australian Prudential Regulatory Authority ('APRA') to conduct general insurance business in Australia; or
 - (b) Lloyds Underwriters; or
 - (c) if there is any placement of the risk overseas, a related general insurance company in Australia which is approved by the APRA and who has accepted the insurance transfer; or
 - (d) if there is any placement of the risk overseas, and does not apply to items (b) and (c) above, the following actions/documentation need to take place and be provided to TfNSW:
 - (i) The Contractor's Finance Committee or appropriate finance personnel of the Contractor, must undertake a full financial risk assessment of the insurer/s being proposed for insurance where the following points must be achieved:
 - (A) the financial rating of the insurer by independent financial advisers must have credit rating of at least 'A' Standard & Poors (S&P) or the equivalent rating by the Moody's Investment Service or AM Best;
 - (B) the Contractor's Insurance Brokers' Financial Committee or appropriate financial personnel of the Insurance Broker, must have its own report and approve the dealing with the Approved Insurer in addition to point (i) above; or
 - (e) a Treasury Managed Fund insurance scheme with the NSW State Government; or
 - (f) the Comcover insurance scheme for the Australian Federal Government.
 2. TfNSW as an additional named insured for liability arising out of the Council's / Contractor's activities. This extension includes liability:
 - (a) for injury to any TfNSW employee;

- (b) arising from work undertaken away from the Council's / Contractor's premises;
- (c) for damage to TfNSW's property not in the Council's / Contractor's physical or legal control.

3. Cross Liability and Waiver of Subrogation Clause

Cross liability clause means the insurer agrees to waive all rights of subrogation or action that it may have or acquire against all or any of the persons comprising the insured and for the purpose of which the insurer accepts the term 'insured' as applying to each of the persons comprising the insured as if a separate policy of insurance has been issued to each of them (subject always to the overall insured sum).

4. Insurances to be subject to Australian jurisdiction and law of New South Wales

All insurances held by the Council to provide that the insurer consents to the jurisdiction of all States and Territories of Australia and is subject to the law of New South Wales.

ATTACHMENT D

Statutory Declaration and Subcontractor Statement regarding Workers Compensation, Pay-roll Tax and Remuneration

Schedule

Statutory Declaration

<p>I _____ of _____ do solemnly and sincerely declare that:</p> <p>1. I am a representative of _____ (Council) in the Office Bearer capacity of _____</p> <p>2. The Council has a contract with Transport for NSW to carry out certain works for _____</p>	<p>Insert name of Declarant Insert address Insert name of Council and ABN if applicable insert position title of Declarant</p>	
<p>(Contract)</p> <p>3. Attached to and forming part of this declaration is a Subcontractor's Statement given by the Council in its capacity as 'Subcontractor' (as that term is defined in the Workers Compensation Act 1987, Payroll Tax Act 2007 and Industrial Relations Act 1996) which is a written statement:</p> <p class="list-item-l1">(a) under the Workers Compensation Act 1987, section 175B, in the form and providing the detail required by that legislation;</p> <p class="list-item-l1">(b) under the Payroll Tax Act 2007, Schedule 2 Part 5, in the form and providing the detail required by that legislation; and</p> <p class="list-item-l1">(c) under the Industrial Relations Act 1996, section 127, in the form and providing the detail required by that legislation.</p> <p>4. I personally know the truth of the matters which are contained in this declaration and the attached Subcontractor's Statement.</p> <p>5. The obligations of the Council under the Contract relating to Security of Payment, if any, including payment of employees, workers and Subcontractors of the Council have been complied with by the Council.</p> <p>6. If the Council has contractors, the Council has received from each of those subcontractors a statutory declaration and Subcontractor's Statement in equivalent terms to this declaration (made no earlier than 14 days before the date of this declaration).</p>		<p>Insert name of Contract</p>

7. All statutory declarations and Subcontractor's Statements received by the Council from contractors referred to in clause 6 were:
- (a) given to the Council in its capacity as 'Principal Contractor' as defined in the Workers Compensation Act 1987, the Payroll Tax Act 2007 and the Industrial Relations Act 1996 ('Acts'); and
- (b) given by the contractors in their capacity as 'Subcontractors' as defined in the Acts.
8. I am not aware of anything that would contradict the statements made in the statutory declarations and Subcontractor's Statements provided to the Council by its Subcontractors.
9. The period of the Contract covered by this declaration and the attached Subcontractor's Statement is from ## to ##.
10. The Council is not, under any law, insolvent or unable to pay its debts as and when they fall due.
11. And I make this solemn declaration conscientiously believing the same to be true and by virtue of the Oaths Act 1900 (NSW). I am aware that I may be subject to punishment by law if I wilfully make a false statement in this declaration.
12. Declared at ## (place where declaration made) on

Insert the relevant payment period

(date of declaration) by

Signature of person making the declaration

before me:

Justice of the Peace/Solicitor of the Supreme Court of New South Wales

[or other person legally authorised to administer an oath under the Oaths Act 1900 (NSW) or where the declaration is sworn outside the State of New South Wales, any person having authority to administer an oath in that place]

Certificate under section 34 (1)(c) of Oaths Act 1900

**Please cross out any text that does not apply*

I _____, a _____

insert name of authorised witness

insert qualification to be authorised witness

certify the following matters concerning the making of this statutory declaration by the person who made it:

1. *I saw the face of the person or *I did not see the face of the person because the person's face was covered, but I am satisfied that the person had a special justification for not removing the covering.
2. *I have known the person for at least 12 months or *I have not known the person for at least 12 months, but I have confirmed the person's identity using an identification document and the document I relied on was ##

Described identification document relied on



SUBCONTRACTOR'S STATEMENT

REGARDING WORKER'S COMPENSATION, PAYROLL TAX AND REMUNERATION (Note1 – see back of form)

New South Wales

For the purposes of this Statement a "subcontractor" is a person (or other legal entity) that has entered into a contract with a "principal contractor" to carry out work.

This Statement must be signed by a "subcontractor" (or by a person who is authorised, or held out as being authorised, to sign the statement by the subcontractor) referred to in any of s175B *Workers Compensation Act 1987*, Schedule 2 Part 5 *Payroll Tax Act 2007*, and s127 *Industrial Relations Act 1996* where the "subcontractor" has employed or engaged workers or subcontractors during the period of the contract to which the form applies under the relevant Act(s). The signed Statement is to be submitted to the relevant principal contractor.

SUBCONTRACTOR'S STATEMENT (Refer to the back of this form for Notes, period of Statement retention, and Offences under various Acts.)

Subcontractor: ABN:
(Business name)

of
(Address of subcontractor)

has entered into a contract with ABN:
(Business name of principal contractor) **(Note 2)**

Contract number/identifier **(Note 3)**

This Statement applies for work between:/...../..... and/...../..... inclusive, **(Note 4)**

subject of the payment claim dated:/...../..... **(Note 5)**

I, a Director or a person authorised by the Subcontractor on whose behalf this declaration is made, hereby declare that I am in a position to know the truth of the matters which are contained in this Subcontractor's Statement and declare the following to the best of my knowledge and belief:

- (a) The abovementioned Subcontractor 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 (f) and (g) below. You must tick one box. **(Note 6)**
- (b) All workers compensation insurance premiums payable by the Subcontractor in respect of the work done under the contract have been paid. The Certificate of Currency for that insurance is attached and is dated/...../..... **(Note 7)**
- (c) All remuneration payable to relevant employees for work under the contract for the above period has been paid. **(Note 8)**
- (d) Where the Subcontractor is required to be registered as an employer under the *Payroll Tax Act 2007*, the Subcontractor has paid all payroll tax due in respect of employees who performed work under the contract, as required at the date of this Subcontractor's Statement. **(Note 9)**
- (e) Where the Subcontractor is also a principal contractor in connection with the work, the Subcontractor 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.....

(g) Position/Title Date/...../.....

NOTE: Where required above, this Statement must be accompanied by the relevant Certificate of Currency to comply with section 175B of the *Workers Compensation Act 1987*.

1. This form is prepared for the purpose of section 175B of the *Workers Compensation Act 1987*, Schedule 2 Part 5 *Payroll Tax Act 2007* and section 127 of the *Industrial Relation Act 1996*. 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 *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.

Statement Retention

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.

Offences in respect of a false Statement

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* 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.

Further Information

For more information, visit the WorkCover website www.workcover.nsw.gov.au, Office of State Revenue website www.osr.nsw.gov.au, or Office of Industrial Relations, Department of Commerce website www.commerce.nsw.gov.au. Copies of the *Workers Compensation Act 1987*, the *Payroll Tax Act 2007* and the *Industrial Relations Act 1996* can be found at www.legislation.nsw.gov.au.

ATTACHMENT E

Land to be Dedicated

Not used

ATTACHMENT F

Design Documents Certificate

(Clause 6.1(d))

To: [Council / The TfNSW Representative]

From: [] (ABN []) (**Consultant**)

This certificate is given in accordance with the "Works Authorisation Deed: "WAD MAYFIELD TCS Install mid-block signalised crossing MR605 Maud St NTH22/00231" dated 05/05/2023 between TfNSW and the Council (**Deed**). Words defined in the Deed have the same meaning in this certificate.

In accordance with clause 6.1(d) of the Deed, the Consultant hereby certifies that:

- (a) the attached Design Documents comply with the requirements of the Deed, including the Project Requirements to the extent those requirements are applicable to the Consultant's scope of work; and
- (b) the Works if constructed in accordance with the Project Requirements and the attached Design Documents will comply with all Approvals, Legislative Requirements and requirements of this Deed and will be fit for their intended purposes.

Signed for and on behalf of

[Insert name of Consultant]

[Insert date]

ATTACHMENT G

Practical Completion Certificate
(Clause 10.1(b)(v))

To: The TfNSW Representative

From: [] (ABN []) (**Council**)

This certificate is given in accordance with the "Works Authorisation Deed:"WAD MAYFIELD TCS Install mid-block signalised crossing MR605 Maud St NTH22/00231" dated 05/05/2023 between TfNSW and the Council (**Deed**). Words defined in the Deed have the same meaning in this certificate.

In accordance with clause 10.1(b)(v) of the Deed, the Council hereby certifies that [**Insert details of relevant item of the Works that is being certified for the purposes of the notice of Practical Completion given by Council pursuant to clause 10.1(b)**] complies with all of the requirements of the Deed and is fit for occupation and use.

.....

Signed for and on behalf of

[*Insert name of Council*]

[*Insert date*]

ATTACHMENT H

Final Claim Certificate

(Clause 11.3)

To: The TfNSW Representative

From: [] (ABN []) (**Council**)

This certificate is given in accordance with the "Works Authorisation Deed: "WAD MAYFIELD TCS Install mid-block signalised crossing MR605 Maud St NTH22/00231" dated 05/05/2023 between TfNSW and the Council (**Deed**). Words defined in the Deed have the same meaning in this certificate.

In accordance with clause 11.3 of the Deed, the Council hereby certifies that at the date of the expiration of the Defects Liability Period all design, construction, inspection, repairs, maintenance and monitoring by the Council has been undertaken in accordance with the requirements of the Deed.

.....
Signed for and on behalf of

[*Insert name of Council*]

[*Insert date*]

EXECUTED as a deed.

Each person who executes this document on behalf of a party under a power of attorney declares that he or she is not aware of any fact or circumstance that might affect his or her authority to do so under that power of attorney.

**EXECUTED by CITY OF NEWCASTLE
(ABN 25 242 068 129) by its duly
authorised delegate:**



Signature of authorised delegate

Robert Dudgeon

Name



Signature of witness

Natalie Austin

Name

**EXECUTED by TRANSPORT FOR NSW
(ABN 18 804 239 602) by its duly
authorised delegate:**

Signature of authorised delegate

Name

Witness

Name

Tender Schedules



Schedules

Tender 2024/138T

MAUD STREET TCS

CONTENTS

(A reference in the Schedules to Service Provider means consultants, contractors and suppliers)

Tenderer's Declaration	Previous Experience
Tender Price	Quality Assurance
Minor Non Conformances & Alternative Proposals	Work Health & Safety
Financial Details	Industrial Relations
Insurances	Supplier Diversity
Contract Program	Environmental Sustainability
Management & Staff Resources	Modern Slavery
Sub Contractors	Additional Information
Referees	

NOTE

To submit a conforming tender, the Tenderer must complete all the Schedules nominated above to constitute the TENDER FORM. If there is insufficient space for any response, please prepare an attachment to the relevant Schedule.

Failure to complete this section may result in rejection of the tender.

PRIVACY & PERSONAL INFORMATION PROTECTION NOTICE: Tenderers are advised that all (if any) personal information, required to be provided with their tender submission, is intended only for use by Council staff. The purpose being for the assessment of tenders (in accordance with the Local Government (General) Regulations 2005). The information will be stored at Council's Administration Centre in accordance with the requirements of the State Records Act 1998.

Schedule – Tenderer’s Declaration



CONTRACT No.: 2024/138T

PROJECT: MAUD STREET TCS

Tenderer (*full trading name*):

ACN: ABN:

Contact Person: Title:

Registered Office Address:

Principal Business Address:

Telephone: Facsimile:

Email:

Legal Status (Refer Clause 2 of the Conditions of Tendering):

Note: If the Tenderer is a Trust or a Trustee of a Trust, then a full copy of the trust deed MUST be submitted with the tender.

The Tenderer named above, hereby offers to provide Goods, Works and/or Services in accordance with:

- (i) this Tender and its Schedules; and
- (ii) the Specification; and
- (iii) Council's Document titled "Information to Tenderers"; and
- (iv) the Special Conditions of Contract; and
- (v) the General Conditions of Contract.

The Tenderer also acknowledges that if it is the successful tenderer, the documents listed above shall form part of the contract and agrees to be bound by the contract conditions.

The Tenderer warrants and represents that:

- (a) it has fully acquainted itself with all of the documents referred to in the Tender and all matters relating thereto
- (b) agrees to be bound by the *Conditions of Tendering*
- (c) all of the information provided in its tender is true and correct
- (d) it has made its own enquiries and investigations and has obtained professional advice and all other relevant information so as to inform itself of all risks and contingencies which may affect its tendered price
- (e) it has allowed for all such risks and contingencies in its tender price.

CONFLICTS OF INTEREST

The Tenderer shall confirm whether there exists any interests, relationships (including those of family members and employees) or clients that may or do give rise to a conflict of interest: Yes No

If "Yes", as an attachment to this declaration, the Tenderer shall detail the area in which that conflict or potential conflict does or may arise and provide details of strategies for preventing conflicts of interest.

Signature of Authorised Officer of Tenderer who has delegated authority to enter into a contract:

(Print Name & Title):

Date of declaration:

Signature of witness:

(Print Name & Title):

Schedule – Tender Price



The Schedule may be used for the purpose of progress claim assessment and as a basis for negotiations for variations under the contract.

The Service Provider shall be responsible for the completion of all contract activities and this Schedule shall not restrict completion. Line items against which no amounts are stated, whether quantities or rates are given or not, shall be regarded as covered by other line items in this Schedule.

This Schedule shall be read in conjunction with all other parts of the contract.

Note: All pricing shall remain fixed for the period of the contract, not subject to rise & fall and be inclusive of GST.

DESCRIPTION	UNIT	QTY	RATE \$	AMOUNT \$
Site Establishment	Item	1		
Supply and install Type 8 post and footing	Item	2		
Supply and install Type 9 post and footing	Item	2		
Supply and Install 3 Aspect Single 200mm lantern (including louvre where required)	Item	9		
Supply and Install combined pedestrian/cyclist lantern	Item	2		
Supply and Install Audio Tactile button	Item	2		
Wiring of site and provision to detector pits to enable detector installation by others	Item	1		
Supply and Installation of Controller box and UPS	Item	1		
Supply of conduits and construction of all required road crossings	Item	1		
Construction of pits at end of road crossings	Item	1		
Installation of CCTV and top hat controller	Item	1		
Provision of underground electrical plans	Item	1		
Supply and approval of TCS electrical plan by TfNSW				
All electrical work involved in the commissioning of TCS including connection to power pole	Item	1		
Network charges	Item	1		
Construction of kerb ramps on Maud Street associated with the crossing	Item	2		
Site Disestablishment	Item	1		
			TOTAL PRICE (inc. GST)	\$

(Attach extra page(s) if insufficient space)

2024/038T MAUD ST TCS
Signature of Authorised Officer of Tenderer: _____

Schedule – Minor Non-Conformances



MINOR NON-CONFORMANCES

In order of relevant clauses, describe minor departures from the tender document. If a minor non-conformance is not described in sufficient detail to enable a full evaluation, the tender may not be further considered. Where a deviation has a financial impact it must be valued. If there are no departures (i.e. full compliance), please state: "**There are no departures**".

DOCUMENT & CLAUSE No.	DETAILS OF MINOR NON CONFORMANCE

ALTERNATIVE PROPOSALS

Where a proposal is put forward which may offer better value for money, details of the alternative proposal should be stated or described setting out clearly the benefits of the proposal. The details should be cross-referenced to the appropriate clauses of the tender documentation and must be in sufficient detail to allow for a full understanding and evaluation.

DETAILS OF ALTERNATIVE PROPOSAL	ALTERNATIVE TOTAL TENDER PRICE \$

Attach extra page(s) if insufficient space

Schedule – Financial Details



FULL TRADING NAME:

ACN: **ABN:**

GST Registered

Yes

No

Contact Person: **Title:**

Registered Office Address: **Principal Business Address:**

Telephone: **Facsimile:** **Email:**

FINANCIAL INSTITUTION:
(full trading name)

Branch:

Address:

Contact Person: **Title:**

Telephone: **Fax:**

Bank Code (BSB): **Account Number:**

Title of Account:

* **Note: Tenderers that are unregistered suppliers under GST legislation, i.e. not able to issue a valid tax invoice, shall have their tender pricing weighed by a 10% increase in the assessment of tender price relativity.**

Schedule – Insurances



The following insurances will be required. The Tenderer shall state details of its current policies for these insurances.

INSURANCE OF EMPLOYEES

Workers Compensation or Personal Accident and Illness Insurance:

Insurance against any death of or injury to persons employed by the Service Provider as required by the Workers Compensation Act 1987.

ALTERNATIVELY: Where the Service Provider has no employees and in lieu of Workers Compensation Insurance, insurance for personal accident and illness under a policy that provides:

Weekly benefits of at least 75% of weekly income; Death and capital benefits of at least \$250,000; and
Minimum benefit period of 24 months.

		<i>Insurance Required</i>
Insurance Company:	Amount of coverage: <u>As detailed above</u>	Yes
	Policy Number:

PUBLIC LIABILITY INSURANCE

Insurance against the death or injury to any third party or parties or loss of or damage to any property including loss of use of property whether it is damaged or not whatsoever caused during the course of the contract. The policy shall contain a cross liability clause and a "principal's clause" and shall have a limit of indemnity of not less than the amount indicated for any one occurrence, but shall be unlimited in the aggregate.

		<i>Insurance Required</i>
Insurance Company:	Amount of coverage: <u>\$20 million</u>	Yes
	Policy Number:	Expiry Date:

MOTOR VEHICLE INSURANCE

In the case of any motor vehicle used in the performance of the contract, a Motor Vehicle Insurance covering accidental damage, fire and theft. The policy shall be for a sum not less than the full market value of the vehicle. In addition, where such vehicles are:

Registered Vehicles

- Insurance against any injury to any third party or parties under a Compulsory Third Party Insurance as required by the *NSW Motor Accidents Act 1988*; and
- Insurance against loss of or damage to any property whatsoever caused by the use of the vehicle when being driven by the Service Provider, its employees or any person not employed by the Service Provider. The policy shall have a limit of indemnity of not less than \$20,000,000 and shall be extended to include "CTP Gap Coverage Endorsement" cover and shall note the interest of the Principal as an insured.

		<i>Insurance Required</i>
Insurance Company:	Amount of coverage: <u>\$20 million</u>	Yes
	Policy Number:	Expiry Date:

Unregistered Vehicles (Plant)

Note: Any damage arising as a result of the plant being used as a "tool of trade" is to be covered by either an extension of the Service Provider's Comprehensive Motor Vehicle Insurance or the liability endorsed onto the Service Provider's Public Liability Insurance.

Schedule – Insurances



PROFESSIONAL INDEMNITY INSURANCE (*VARIATIONS MUST BE APPROVED*)

Professional Indemnity insurance for a limit for any one claim of not less than the amount indicated. The policy shall be maintained from the completion of the contract for the period indicated.

The policy shall include the following extensions:

Unlimited retroactive date; Automatic reinstatement clause; Libel and slander;

Consultants clause; and

Trade Practices Act (Commonwealth) and Equivalent Fair Trading Acts (State) Clause.

		<i>Insurance Required</i>
Insurance Company:	Amount of coverage: <u>\$10 million</u>	No
	Policy Number: _____	Expiry Date: _____

INSURANCE OF THE WORKS

Insurance against loss or damage to the Works, temporary Works and all materials and other things brought onto a site by or on behalf of the Service Provider. The policy shall include a cross-liability clause and a "principal's" clause.

		<i>Insurance Required</i>
Insurance Company:	Amount of coverage: _____ Contract Sum +20%	No
	Policy Number: _____	Expiry Date: _____

Schedule – Contract Program



REQUIRED OPTION: (Yes ✓)

Tenderer is to submit a "Gantt Chart" comprising the following information (as indicated by a tick ✓), sequencing the activities required to perform the contract:

PARAMETER	<i>Required</i>
1. Start and finishing dates	✓
2. Sequence of work for major activities	✓
3. Periods within which various stages or parts of the work are to be executed.	✓
4. Critical Paths of activities related to the work.	✓
5. Allowance for holidays.	✓
6. Restraints imposed by the contract documents.	✓
7. Significant milestones included separable portions, if any.	✓
8. Activity inter-relationships, including those activities to be undertaken by subcontractors and suppliers, both on and off site.	✓
9. External dependencies including provision of access, document approvals and work by others.	✓
10. The estimated value of work completed for each month.	
11. (other):	

(Attach Program)

Schedule – Management & Technical Resources



Provide a management organisation chart plus indicate below personnel who will have prime responsibility and accountability for the performance of the contract:

- Note:**
1. A résumé (CV) for each person nominated shall be attached.
 2. The successful Tenderer shall ensure that the personnel named in this schedule are engaged throughout the execution of the contract.

NAME 1: **Position:**

Reporting to: **Years of relevant experience:**

**Proposed Role in
Tender Project:**

NAME 2: **Position:**

Reporting to: **Years of relevant experience:**

**Proposed Role in
Tender Project:**

NAME 3: **Position:**

Reporting to: **Years of relevant experience:**

**Proposed Role in
Tender Project:**

(Attach extra page(s) if insufficient space together with the organisation chart and résumés.)

Schedule – Methodology



Provide details to demonstrate the understanding of the Brief. Detail the approach and methodology to be employed to deliver the outcomes described in the Brief.

SPECIFIC DETAILS:

(Attach extra page(s) if insufficient space.)

Schedule - Subcontractors



The names of subcontractors (including consultants and sub-consultants) proposed to be engaged for the contract.

- Note:**

 1. Written approval of all subcontractors is required before commencement of the contract.
 2. The nomination of alternatives is acceptable.
 3. The Service Provider shall be required to provide evidence that the subcontractors are registered &/or licensed (as required by law) in the work which is to be subcontracted and have the relevant policies of insurance.

(Attach extra page(s) if insufficient space.)

Schedule – Referees



Provide at least three referees who can attest to the Tenderer's capabilities in undertaking the contract

Note: Council reserves the right to make its own independent enquiries.

FIRST REFEREE:

Company name (if applicable)

.....

Address:

.....

Contact Person:

Telephone: **Facsimile:**

SECOND REFEREE:

Company name (if applicable)

.....

Address:

.....

Contact Person:

Telephone: **Facsimile:**

THIRD REFEREE:

Company name (if applicable)

.....

Address:

.....

Contact Person:

Telephone: **Facsimile:**

FOURTH REFEREE:

Company name (if applicable)

.....

Address:

.....

Contact Person:

Telephone: **Facsimile:**

(Tenderers to note: All statements obtained from the nominated referee shall remain confidential between the Council and the referee, unless required to be released by law.)

Schedule – Previous Experience



Prescribe the organisation's experience in projects of a similar nature to the contract completed in the last 3 years:

Note: Council reserves the right to make its own independent enquiries.

PROJECT 1 (*name*)

Client: _____

Contact: _____ Telephone: _____

Head Contract Value: \$ _____ Your Contract Value: \$ _____ Date: _____

Description of the project or task: _____

PROJECT 2 (*name*)

Client: _____

Contact: _____ Telephone: _____

Head Contract Value: \$ _____ Your Contract Value: \$ _____ Date: _____

Description of the project or task: _____

PROJECT 3 (*name*)

Client: _____

Contact: _____ Telephone: _____

Head Contract Value: \$ _____ Your Contract Value: \$ _____ Date: _____

Description of the project or task: _____

(Tenderers to note: All statements obtained from the nominated project client shall remain confidential between the Council and the client, unless required to be released by law.)

Schedule – Quality Assurance



Tenderer is to demonstrate their commitment to quality outcomes and understanding and acceptance of the principles of Quality Assurance ("QA").

Note: Further information may be required to be submitted as substantiation.

		YES	NO
1	<p>Does your organisation have a Quality Management System (QMS) that is currently certified to an ISO Standard by a body accredited by the Joint Accreditation System of Australia or New Zealand (JAS-ANZ) and whose scope of accreditation includes the ISO standard to which the QMS is certified?</p> <p>If yes, <u>attach a copy of the current ISO certificate</u> to this page. Failure to do so may result in a non-conforming tender.</p>		

If you answered NO to Q1 you must complete questions 2-7 and attach examples of relevant records to substantiate your answers. If you answered YES to Q1 and have attached the required evidence, proceed now to the next schedule.

2	<p>Does your organisation have a Quality Management System (QMS) as part of its overall management system?</p> <p>If yes, <u>attach a copy of the Quality Manual contents page</u> to this page in your submission. Failure to do so WILL result in a lower score.</p>		
3	<p>Is the QMS currently certified by a Government Agency or another Third Party?</p> <p>If yes, <u>attach a copy of the relevant certification</u>.</p>		
4	<p>Does the organisation have a quality policy?</p> <p>If yes, <u>attach a copy of the quality policy and confirm whether the policy:</u></p> <ul style="list-style-type: none"> • has the documented support and commitment of the Chief Executive Officer and senior management, • demonstrates that it relates to the organisation's activities, products and services, • demonstrates that it reflects the organisation's values and guiding principles, • provides a guide to the setting of quality objectives and targets, • includes a guide towards the monitoring of appropriate management practices. 		
5	<p>Is a management representative responsible for ensuring the quality principles are implemented and maintained?</p>		
6	<p>Is the organisation able to provide the following documented evidence to demonstrate its understanding and acceptance of quality principles and systems:</p> <ul style="list-style-type: none"> • evidence that the Chief Executive Officer and senior management have reviewed the quality principles of the organisation to ensure their continuing applicability and effectiveness? • minutes of Management reviews of the quality management system? • evidence of follow-up to Management reviews? • a typical Quality Plan? • internal audit reports • procedures for control of the quality of products/services supplied by subcontractors and suppliers? <p>procedures for corrective actions that include investigation into the cause of quality non-conformances and determination of the corrective action needed?</p> <p>Note: you may be asked to submit further evidence as substantiation.</p>		
7	<p>Are details of the quality principles included in the organisation's training and induction program?</p>		

(Attach details)

2024/038T MAUD ST TCS
Signature of Authorised Officer of Tenderer: _____

Schedule – Work Health and Safety

Tenderer is to demonstrate their commitment to WH&S and understanding and acceptance of the principles of WH&S.

Note: The Tenderer may be required to submit a draft copy of their WHS Management Plan.

		YES	NO
1	Does your organisation have a Safety Management System that is currently certified to AS/NZS 4801:2001, AS/NZS 4804:2001 or another relevant ISO Standard by a body accredited by the Joint Accreditation System of Australia or New Zealand (JAS-ANZ) and whose scope of accreditation includes this ISO standard. If yes attach a copy of the current ISO certificate to this page. Failure to do so may result in a non-conforming tender.		
2	Has WorkCover NSW issued the organisation with any Prohibition Notices, Improvement Notices or fines within the past 12 months? If yes attach details on the reason for the notice.		

If you answered NO to Q1 you must complete questions 3-11 and attach examples of relevant records to substantiate your answers. If you answered YES to Q1 and attached the required evidence, proceed now to the next schedule.

3	Does your organisation have a Safety Management System? If yes attach a copy of the Safety Manual contents page to this page.		
4	Is the Safety Management System accredited by a NSW Government agency or other recognized independent authority? If yes attach a copy of the 3 rd party certification to this page		
5	Has the organisation prepared safe Work Method Statements (or Standard Operating Procedures) for all of its work activities with a significant risk? If yes attach details including at least 1 example of a current Work Method Statement.		
6	Does your organisation have a WH&S induction program for employees? If yes attach an extract from the program, such as the contents page, to this schedule.		
7	Is a record maintained of all training and induction programs undertaken?		
8	Does your organisation assess the WH&S capabilities of your subcontractors? If yes attach an outline of the current process for doing this.		
9	Is there a system for recording and analysing WH&S performance statistics?		
10	Does your organisation have a documented incident investigation procedure? If yes, attach a copy of a standard incident report form to this page.		
11	Is the organisation able to provide documented evidence that within its organisation, there are systems and resources in place and people responsible for: <ul style="list-style-type: none"> • Defining WH&S management policies, objectives, priorities and targets for WH&S matters • Developing and implementing WHS procedures, • Identifying system verification requirements and allocating human, technical and financial resources adequate to meet those requirements, • Keeping abreast of changes in legislation, regulations, safe work practices and procedures, • Ensuring compliance with WHS legislation, regulations, • Acquiring and disseminating WHS management information, • Planning and conducting training in WHS management, including inducting new employees. • Compliance with the Heavy Vehicle National Law (NSW) and its associated Regulations (if heavy vehicles are not used by the organisation then state n/a). 		

Schedule – Industrial Relations



The Principal shall seek to use Service Providers who can demonstrate a commitment to maintaining sound industrial relations' principles and practices. The Principal will, as a minimum, require Service Providers and their subcontractors to comply with the Industrial Relations aspects of the NSW Department of Local Government "Code of Practice for the Construction Industry" and accompanying NSW Government "Industrial Relations Management Guidelines".

Note: Further information may be required to be submitted as substantiation.

	SUBJECT	YES	NO
1.	Are employees paid under an award? (If yes which award?)		

If the organisation has not more than ten (10) employees the Tenderer is not required to complete Questions 2 to 10.

2.	Does the organisation have an IR policy and procedures as part of its overall management system? (If yes give details)		
3.	Does the organisation have appropriately qualified and experienced personnel to deal with industrial relations matters?		
4.	Does the organisation have work place agreements or other arrangements to be used in the performance of the contract? (If yes give details)		
5.	Does the organisation have contingency plans for maintaining the continuity of the contract in the event of industrial disruption? (If yes give details)		
6.	Can the organisation provide details of its IR record in relation to the avoidance of and resolution of industrial disputation?		
7.	Does the organisation have procedures for assessing subcontractors' compliance with IR and employment obligations? (If yes give details)		
8.	Does the organisation have effective measures to co-ordinate relationships between subcontractors, other contractors and unions? (If yes give details)		
9.	Have you had an IR dispute that has resulted in lost time in the last twelve (12) months? (If yes give details)		
10.	Do you have a current IR dispute that may influence this contract? (If yes give details)		

(Attach extra page(s) if insufficient space.)

Schedule – Supplier Diversity



The City of Newcastle seeks to increase its diversity of suppliers. As such, it is a requirement under CN's Policies that preference is given to suppliers that are:

- Local Businesses;
- Aboriginal-owned Businesses; or
- Disability Employment Organisations.

The Tenderer is to provide information as to whether their organisation falls under a diverse supplier category.

Local Business

		YES	NO
1	<p>Is your organisation a Local Business?</p> <p><u>Local Business</u> means a business that either has a branch office or head office physically located within the Newcastle Local Government Area, or the Local Government Areas of Lake Macquarie, Port Stephens, Cessnock or Maitland.</p> <p>If yes, please attach details or evidence of how your organisation qualifies as a local business.</p>		

Aboriginal-Owned Business

		YES	NO
2	<p>Is your organisation an Aboriginal-Owned Business?</p> <p><u>Aboriginal-Owned Business</u> means a business that is recognised/accredited by either the NSW Indigenous Chamber of Commerce or the First Australians Chamber of Commerce and Industry.</p> <p>If yes, please attach details or evidence of your organisation's accreditation.</p>		

Disability Employment Organisation

		YES	NO
3	<p>Is your organisation a Disability Employment Organisation?</p> <p><u>Disability Employment Organisation</u> (or Australian Disability Enterprise) means a business that is approved as a disability employment organisation under the <i>Public Works and Procurement Regulation 2019</i>.</p> <p>If yes, please attach details or evidence of your organisation's accreditation.</p>		

(Attach details)

Schedule – Environmental Sustainability



The Principal is committed to the principles of Ecologically Sustainable Development (ESD) as defined in the Local Government Act 1993 and therefore competitiveness through environmental, as well as social and economic aspects.

Tenderer is to demonstrate their commitment to environmental sustainability.

Note: Further information may be required to be submitted as substantiation.

		YES	NO
1	Does your organisation have an Environmental Management System that is currently certified to AS/NZS ISO 14001:2004 (or an alternate Environmental ISO Standard) by a body accredited by the Joint Accreditation System of Australia or New Zealand (JAS-ANZ) and whose scope of accreditation includes the ISO standard to which the QMS is certified? Attach a copy of the <u>Certificate of Registration</u> to this schedule.		
2	Has the organisation ever been prosecuted for environmental offences? If yes, attach a summary of the offence and outcome.		
3	Does the organisation carry out, or have any contracts which result in the carrying out, any of the activities listed below? If yes, specify which activities apply. If no, proceed to Question 4.		
	<ul style="list-style-type: none"> • Modern slavery (as defined in Modern Slavery Act)? • Nuclear industry (including uranium mining, nuclear energy, waste or weapons production but excluding nuclear medicine)? • Wood chipping of Australian native forests? • Harvesting of rainforest timbers? 		

If you answered YES to Q1 and provided answers and evidence for Q3, please proceed to the next schedule.

If you answered NO to Q1 you must complete questions 4 - 7 in this schedule and attach examples of relevant records to substantiate your answers.

		YES	NO
4	Does your organisation have an Environmental Management System (EMS) as part of its overall management system?		
5	Does your organisation have an EMS that is accredited by a NSW Government agency or other recognized independent authority? If yes attach a copy of the <u>Third party certification</u> to this page.		
6	Does the organisation have an environmental policy? If yes then does it: Demonstrate that it relates to the organisation activities, products and services? Demonstrate that it reflects the organisation environmental values and guiding principles?		
7	Are there documented procedures for environmental corrective actions? If yes, then do they cover: Investigation into the causes of incidents and recording of the results; Determination of the corrective action needed;		

Model Tender Schedule

Agency guidance:

1. This template can be used to assist agencies in relation to addressing modern slavery risks in government procurement. It is not exhaustive, and it is not legal advice. The template should be adapted on an agency, project, category and procurement basis, as appropriate.
2. The questions within this Model Tender Schedule should be tailored to suit the specific procurement, particularly where there is a high risk of modern slavery; however, using standardised tender questions across NSW Government procurement (to the extent possible and appropriate) will help make it easier for suppliers tendering for multiple Government contracts.

What is modern slavery?

The term modern slavery is used to describe situations where adults and children are exploited because they have been coerced, threatened or deceived. It describes situations where a person's freedom and dignity have been taken away.

The term "modern slavery" is defined in section 5 of the *Modern Slavery Act 2018 (NSW)* and refers to a range of serious crimes, including slavery, servitude (domestic and sexual), human trafficking, forced labour, debt bondage, child labour and forced marriage.

Modern slavery takes many forms. It could be:

- A cleaner in an office who is unable to stop working due to threats of violence from their employer
- A young brick layer who is coerced into taking a job on a dangerous site, paid very little, and required to live on site
- A migrant worker in a factory who has not received any wages while they work to repay an exorbitant debt owed for their recruitment.

What is the responsibility of business?

Modern slavery can occur in every industry and sector. The nature and extent of modern slavery means that there is a risk that it is present in any business' operations and supply chains.

Under the *Modern Slavery Act 2018 (NSW)* a government agency must take reasonable steps to ensure that goods and services procured by and for the agency are not the product of modern slavery within the meaning of the *Modern Slavery Act 2018*. Government agencies are required to report annually on modern slavery risks across government procurement as part of the process for eliminating modern slavery.

Taking responsibility for implementing processes to eliminate or minimise the risk of the goods or services supplied being products of modern slavery is an opportunity for your business to use its influence and purchasing power to create genuine change.

The [UN Guiding Principles on Business and Human Rights](#) (UN Guiding Principles) requires all businesses to undertake human rights due diligence to prevent and address the adverse human rights impacts linked to their business activities. Human rights due diligence is an ongoing process of identifying and assessing human rights

impacts, acting upon the business' findings, tracking the response, and sharing the results.

The questions in this tender schedule are designed to support your business to undertake human rights due diligence. Your business is encouraged to provide honest and transparent responses to the questions about any action, or planned action, to address the risk of modern slavery in its operations and supply chains.

Key Terms Explained

In the questions below, your business will be asked to explain how it addresses modern slavery risks in its operations and supply chains. The following definitions may help your business understand and respond to these questions:

- **Modern slavery risks:** The 'risks of modern slavery' means the potential for your business to cause, contribute to, or be directly linked to modern slavery through its operations and supply chains.
- **Operations:** The operations of your business mean any activity or business relationship undertaken to pursue your business objectives and strategy. This includes research and development, construction, production, arrangements with suppliers, distribution, purchasing, marketing, sales, provision and delivery of services, financial lending, and investments.
- **Supply chains:** The supply chains of your business mean the products and services (including labour) that contribute to your business' own products and services. This includes the products and services sourced in Australia, or overseas, and extends beyond your direct suppliers.

Schedule – Modern Slavery



Questions for Suppliers

Part A

These questions are designed to understand the extent to which your business is committed to developing its response to modern slavery risks (even if the business does not have a response already in place).

Question	Select response	Additional information
1. Is your business subject to reporting requirements under the Commonwealth <i>Modern Slavery Act 2018</i> or the UK <i>Modern Slavery Act 2015</i> ?	<input type="checkbox"/> Yes <input type="checkbox"/> No	<i>If your business is subject to reporting requirements under the UK Modern Slavery Act, please provide a copy of your most recent Modern Slavery Statement.</i> <i>If your business is subject to reporting requirements under the Commonwealth Modern Slavery Act, please attach your most recent Modern Slavery Statement.</i>
2. Which of the following best describes how your business manages the risk of modern slavery in your operations and supply chains?	<ol style="list-style-type: none">1. <i>Comprehensive processes are in place</i>2. <i>Some processes have been introduced and a rollout plan is underway</i>3. <i>In the planning stage</i>4. <i>Not yet commenced but have an intention to commence</i>5. <i>Unwilling to manage the modern slavery risks in our business operations and supply chains</i>	
3. Is your business willing to work with the NSW Government to address modern slavery risks in its operations and supply chains?	<input type="checkbox"/> Yes <input type="checkbox"/> No	
4. The NSW Government is committed to making it easy to do business. Do you agree that the answers to your questions in this response may be shared with other NSW government agencies through a supplier database to minimise duplication?	<input type="checkbox"/> Yes <input type="checkbox"/> No	<i>If no, why not?</i>

Part B

These questions have been designed to understand how you have assessed modern slavery risks in your business operations and supply chains, and the actions you are taking to address any risks.

Part B (1): Identifying modern slavery risks

Category	Question	Supplier response
General	1. Briefly describe your business' operations, including the nature of activities undertaken by your business and the countries in which your business operates.	
	2. Briefly describe your business' supply chain, including the types of goods and services your business purchases, and the related sourcing countries.	

Schedule – Modern Slavery



	3. How does your business identify modern slavery risks in its operations and supply chains?	<i>Consider describing how your business understands and identifies where there might be risk across your operations and supply chains.</i>
Procurement Specific	4. In relation to the goods and/or services your business is supplying to the NSW Government for this tender, have you identified any modern slavery risks? If yes, describe the nature of the risks identified?	

Part B (2): Take action to address modern slavery risks

Category	Question	Supplier response
General	1. How is your business addressing the risk of modern slavery in its operations and supply chains?	<i>Consider describing any policies, guidelines, training, or other risk-based due diligence or remediation frameworks you have in place.</i>
	2. Is your business a member of, or certified by, an organisation that conducts social or workforce audits? If yes, please identify the type of membership and audits conducted.	<input type="checkbox"/> Yes <input type="checkbox"/> No
	3. If your business does not have any measures in place to address its modern slavery risks, please outline any plans to do so,	
	4. Please detail or attach any further supporting information to demonstrate your business' actions to address modern slavery in its operation and supply chain.	<i>Consider providing a copy of your ethical sourcing policy, human rights policy, sustainability report, statement of business ethics, or supplier code of conduct.</i>

Part B (3): Monitor and track progress

Category	Question	Supplier response
General	1. Describe how your business tracks the effectiveness of action taken to address modern slavery risks.	<i>You may be able to measure the effectiveness of your business' actions through feedback from a trusted NGO or industry group, external audits, employee surveys or monitoring reports made through grievance mechanisms.</i>
Procurement specific	2. In relation to this tender, please describe how your business plans to engage with its suppliers regarding the management of modern slavery risks.	<i>Consider supplier screening checks, supplier on boarding, audits or site visits.</i>



Schedule – Additional Information

Detail any matters which have not been covered in the Schedules and which it is believed should be taken into consideration when the tender is being evaluated. Particularly, detail matters which will provide improved value for money:

SPECIFIC DETAILS: _____

(Attach extra page(s) if insufficient space.)