

Volume 2.0

General Conditions of Contract

Winning and Crushing of Class A Gravel

Closing: 2:00pm, 31 of March 2025

Table of Contents

Definitions	4
General Condition of Contract	5
1 Nature of Contract	5
2 Insurance	5
2 (a) Public Liability	5
2 (b) Workers Compensation	5
2 (c) Registration and Vehicle Insurance	5
3 Evidence of Compliance	5
4 Subcontracting	6
5 Equipment & Materials	6
6 Examination, Reporting & Payment of Works	6
6 (a) Examination	6
6 (b) Reporting	7
6 (c) Payment of Works Completed.....	7
7 Payment of Wages & Service Providers	7
7 (a) Statutory Declaration	7
7 (b) Failure of Contractor to Pay Wages and Service Providers	8
8 Claim for Variations	8
9 Quality Requirements	9
10 Management Plans	9
10 (a) Work Health and Safety Management Plan	10
General 10	
10 (a) Part 1 Contractors Requirements	10
10 (a) Part 2 Management Plan Requirements	11
10 (a) Part 4 Induction and Training for Contractor Employees	17
10 (a) Part 5 Incidents, Injuries and Disease – Response and Reporting	17
10 (a) Part 6 Corrective Action	18
10 (a) Part 7 Records	18
10 (a) Part 8 Non Compliance	18
10 (b) Contractor’s Environmental Management Plan	18
General 18	
10 (b) Part 1 Contractors Requirements	19
10 (b) Part 2 Resources	20
10 (b) Part 3 Communication	20
10 (b) Part 4 Training Awareness and Competence	20
10 (b) Part 5 Subcontractors	21
10 (b) Part 6 Contractor’s Liaison Requirements	21
10 (b) Part 7 Consequences of Noncompliance	22
10 (b) Part 8 Environmental Reporting	23
10 (b) Part 9 Environmental Auditing	23
10 (b) Part 10 Environmental Protection Requirements	23
10 (c) Contractor’s Quality Management Plan	25
General 25	

10 (c) Part 1	Management Responsibility	26
10 (c) Part 2	Document and Data Control	26
10 (c) Part 3	Purchased Products	26
10 (c) Part 4	Contractor’s Compliance	26
10 (c) Part 5	Quality Records	27
10 (c) Part 6	Induction and Training	27
10 (c) Part 7	Contract Reviews and Audits	27
10 (c) Part 8	Corrective Action	28
10 (c) Part 9	Plant Requirements	28
10 (d)	Contractor’s Liability for Costs, Losses or Damages	34
11	Hours of Work	35
12	Notice of Damages	35
13	Dispute Resolution	35
14	Termination of Contracts	36

Definitions

Certificate of Works:	Report filled out by Council indicating compliance or non-compliance by the contractor. (Appendix 1)
Quality Certificate:	Report filled out by the Contractor indicating works completed and management plans complied with, in accordance with clause 10 of the Contract. (Appendix 2)
Conformance:	Quality of, & works completed to the standard set out in clause 10 of General Conditions of Contract.
Non-Conformance:	Quality of & works that do not meet quality standards set out in clause 10 of the General conditions of contract.
Claim for payment:	Form to be filled out by contractor, issued to council, for periodic payment of work completed
Work Activity:	A series of work functions & specifications grouped together as set out in the Bill of Quantities.
Statutory Declaration:	Form to be completed by the contractor and submitted to Council before payment can be made.
Principal:	Temora Shire Council
Authorised Officer:	Council's Quarry Manager or Nominated Person by Temora Shire Council
Contractor:	Person, business or company contracted for the works set out in the contract
Council:	Where the word 'Council' appears, refers to the 'Temora Shire Council'

The word "*shall*" means mandatory, the word "*May*" means non-mandatory.

Where the word "*Tender*" is shown it shall equally apply to Quotes, unless otherwise stated.

General Condition of Contract**1 Nature of Contract**

The contract is for the periodic payment as per the 'Schedule of Rates' for the works tabled in the Specifications and any variations requested by the Council. It is the contractor's responsibility to make provision for consumer price index (CPI) adjustments within the tendered price for the period of the contract.

2 Insurance**2 (a) Public Liability**

The contractor shall take out and maintain at all times a public liability policy of insurance which specifies the activities undertaken and nominates Temora Shire Council as an interested party.

Any subcontractor must also hold and maintain public liability policy which specifies the activities undertaken.

All public liability policies shall be for a minimum of \$20,000,000 (twenty million dollars).

2 (b) Workers Compensation

The contractor, and any of its' subcontractors, must take out and maintain at all times Worker's Compensation Insurance relevant to the industry for all employees for all work carried out under the contract.

2 (c) Registration and Vehicle Insurance

Any vehicle to be used on a public road is to be registered and as a minimum be insured for compulsory third party (CTP) and third party property damage (TPPD).

3 Evidence of Compliance

At any time, at the request of the Council, the contractor must produce sufficient evidence to the satisfaction & approval of the Principal that all insurance & other requirements of the contract are being met. The contractor must maintain at all times public liability insurance, workers compensation insurance, vehicle registration, compulsory third party and third party property insurance, cover of which is to be a minimum as specified in Clause 2. Copies of all insurance, clearly showing insurance company, policy commencement date, period of cover, activities covered and limit of cover are to be supplied to Council within seven (7)

days of the acceptance by the contractor to undertake the activities under the contract or policy refusal. Failure to maintain all insurances shall result, entirely at the discretion of Council, in the termination of the contract.

4 Subcontracting

- (a) All or part of this contract cannot be subcontracted without prior written approval by the Council.
- (b) All requirements under this contract shall apply to all sub-contracts. The contractor shall ensure all approved sub-contractors are fully aware of their obligations under this contract.

5 Equipment & Materials

The contractor is to provide all materials, equipment & machinery required to carry out the works stated in the specifications.

All equipment, materials & machinery must comply with industry standards, 'Australian Standards' if applicable and used according to any labeled instructions, manuals or manufacturers advice. The Quality Management Plan is to include a maintenance schedule for all machinery and equipment. Council reserves the right to inspect a contractor's item of plant, either with, or without notification to the contractor. If an item of plant is deemed not to comply with relevant standards (as deemed by an authorised Council Officer) it will be immediately removed from use on the contract. Once the defect has been rectified, the contractor is to provide evidence from an appropriately qualified and accredited tradesperson that the defect has been rectified prior to its inclusion in the contract.

6 Examination, Reporting & Payment of Works

6 (a) Examination

The Principal reserves the right to inspect works done at any time, with or without prior knowledge of the contractor. A '*Certificate of Works*', refer appendix 1, will be completed by Council, at the end of each month.

Each non-conformance will be the result of failure to meet the Quality standards set out in *Clause 10* and the Quality Management Certificate and may result, in the deduction of monies from contractors monthly payment claim at the rate of \$50 per non-conformance.

The Council reserves the right to amend the information required in this Certificate.

6 (b) Reporting

The Quality Control Certificate, refer appendix 2, is to form the basis of the contracts quality control reporting.

The contractor will complete the Quality Control Certificate and lodge with the claim for payment within seven (7) days from the first day of each month.

6 (c) Payment of Works Completed

Payment of works will be made within 28 days after submission of the signed '*Claim for Payment*' & '*Statutory Declaration*' form, is completed and received by the Principal. Payment claims must be submitted within seven (7) days of each new month. Please note that the '*Monthly WHS Report*' & '*Monthly Environment Report*' must be also submitted with the above documentation for payment to be authorised.

The Contractor shall clearly indicate on the '*Claim for Payment*' form the following;

- (a) The registered business name and business address of the contractor.
- (b) The contractor's Australian Business Number (ABN).
- (c) The words 'TAX INVOICE'.
- (d) Contract number and title.
- (e) Amount claimed that is applicable to a GST imposition.
- (f) Amount claimed that is deemed GST free/exempt.
- (g) Amount of GST Claimed.

7 Payment of Wages & Service Providers**7 (a) Statutory Declaration**

Before paying any moneys to the Contractor under the contract, the Council shall require the Contractor to make and deliver to the Council a statutory declaration that all workers, sub-contractors and suppliers who are or at any time have been engaged on the work under the contract have been paid in full all amounts which have become payable to them by virtue of their employment on the work under the contract as wages and allowances of every kind required to be paid by or

under any statute, ordinance or subordinate legislation, or by any relevant award, determination judgment or order of any competent court, board, commission or other industrial tribunal or by any relevant industrial agreement that is in force in the State or Territory in which the work under the contract is being or has been carried out and to the latest date at which such wages and allowances are payable.

The contractor shall also certify on the statutory declaration that all insurance policies including public liability insurance, workers compensation insurance, motor vehicle registration and insurances, have been maintained and remained current during the payment claim period. The contractor shall also certify that all insurance policies and registrations will be maintained during the following payment period. Documentary evidence comprising a 'Certificate of Currency' from the Insurer shall be provided each month with the statutory declaration.

Furthermore, the Contractor shall also certify that all employees possess required certificates, licences, permits and competencies required for the activities they undertake and for the plant they operate during the payment claim period. The contractor shall also certify that all certificates, licences, permits and competencies will be maintained and will remain current during the following payment period.

The provision by the Contractor of the statutory declaration referred to in the preceding paragraph of clause 7 (a) shall be mandatory and shall be provided on the proforma provided in Appendix 5.

7 (b) Failure of Contractor to Pay Wages and Service Providers

If the wages or allowances referred to in clause 7 (a) of any worker, sub-contractor or supplier who is employed or has been employed on the work under the Contract remain unpaid, the Council may, upon the production to an authorised Council officer, of satisfactory evidence of a judgment or order of a court of competent jurisdiction in respect thereof, pay the amount of the judgment or order including any costs awarded thereby to the person or service provider concerned. Any amount so paid shall be a debt due from the Contractor to the Council that may be deducted or recovered by the Council from payments made under clause 7 (a).

8 Claim for Variations

The Principal shall not be liable upon any claim for Variation by the Contractor in respect of any matter arising out of the Contract unless the variation is;

- (a) Authorised by an approved Council employee,
- (b) Claim is lodged detailing variations & name of authorising Council employee.

- (c) All variations are to be in writing and signed and dated by an authorised Council officer.

9 Quality Requirements

The Contractor shall:

- (a) Comply with all the quality & work requirements as provided in the contract documents, including the WHS Management Plan, Quality Management Plan and Environmental Management Plan.
- (b) Ensure that each of its Sub-contractors comply in like manner.
- (c) Demonstrate to the Council by mutual inspection and/or documentation whenever required that all the quality requirements of the contract are being met.

In the event of the contractor providing inadequate quality, neglecting, refusing or not carrying out work according to the specifications, Council reserves the right to employ labor to perform the said work and deduct all associated costs from the contractor's payments.

10 Management Plans

Please note that Section 10: Management Plans is applicable only to Crushing component of works. For Winning only Contractor shall operate under Councils Management Systems.

Within twenty-eight (28) days of acceptance of the Contract, the successful Tenderer must lodge;

1. A Work Health and Safety Management Plan
2. A Quality Management Plan, and
3. An Environmental Management Plan

These documents are to be provided in a format approved by Council for review and approval.

10 (a) Work Health and Safety Management Plan

General

This clause outlines the health and safety requirements that are to be observed by the Contractor prior to and during the execution of work under the contract.

The Contractors Work Health and Safety Management Plan shall be developed and implemented in accordance with the Work Health and Safety (Mines and Petroleum Sites) Act 2013, Work Health and Safety (Mines and Petroleum Sites) Regulation 2022 Work Health & Safety Act 2011 and Work Health & Safety Regulations 2017. All Australian standards, industry codes of practice and manufacturers guidelines relating to the safe use of plant, equipment and explosives shall be observed.

The contractor will be responsible for the preparation of all explosives principal control plans , blast management plans and risk assessments relating to blasting work as a minimum. Principal control plans shall be developed in accordance with Schedule 2 of the Work Health and Safety Regulation 2022.

All Council WHS requirements, including adequate sun protection and nil smoking within Council sites, to be adhered to and addressed within the Contractors Works Health and Safety Management Plan.

10 (a) Part 1 Contractors Requirements

The Contractor shall, as a minimum requirement, maintain and demonstrate compliance with:

- (a) Work Health and Safety Act 2011
- (b) Work Health and Safety Regulation 2017
- (c) Work Health and Safety (Mines and Petroleum Sites) Act 2013
- (d) Work Health and Safety (Mines and Petroleum Sites) Regulation 2022
- (e) All Work health and safety policies, procedures or measures implemented or adopted by Council.

In the event of any inconsistency, the Contractor will comply with such procedures or measures that produce the higher level of health and safety. The Contract shall comply with any and all directions of Council's Authorised Officer relating to Work health and safety.

10 (a) Part 1.1 Responsibility to Employees, Sub Contractors and Members of the Public

The Contractor and any Sub Contractors engaged by the Contractor must at all times identify and exercise all necessary precautions for the health and safety of all

employees, including those of the Contractor, Sub Contractor, Council, and members of the public who may be affected by services under this contract.

Any subcontractors to be engaged must meet all contractor requirements and be approved by TSC and provide all relevant insurances and ensure that they hold the same level of documentation and conformance to Councils requirements as the contractor.

10 (a) Part 1.2 Compliance

The Contractor must comply with and ensure that its workers, including subcontractors, comply with any Acts, Regulations, Australian Standards and Council's policies and procedures which are in any way applicable to this contract or the performance of services performed under this contract.

It is a requirement under the Work Health and Safety Act 2011 to ensure the health, safety and welfare at work of all workers, and of any other person who may be directly affected by the Contractors activities. To this end, it is the responsibility of all employees to take sufficient steps to provide a working environment that is safe and without risk to employees.

10 (a) Part 2 Management Plan Requirements

The Contractor shall develop, prior to commencing any of the services under the Contract, a documented Work Health and Safety Management Plan incorporating Contract specific Safety Systems and Safe Work Method Statements which must adequately address all WHS issues particular to the Contract.

One copy of this plan shall be submitted to Council's Authorised Officer within 28 days of the Contractors acceptance to undertake the Contract and shall include:

- (a) A documented risk assessment and risk control plan.
- (b) Safe work methods statements (SWMS) for all High Risk activities assessed as posing a health and safety risk.

Safe Work Method Statement documentation must include:

- A description of the work to be undertaken.
- The step-by-step sequence involved in doing the work.
- The foreseeable hazards associated with that work.

- ❑ What will be done to control the hazards.
- ❑ List of all precautions to be undertaken to protect health and safety.
- ❑ All health and safety instructions to be given to employees involved with the work.
- ❑ The names and qualifications of those who will supervise the work.
- ❑ The names and qualifications of those who will inspect and approve the safety of work sites, approve work methods, protective measures, plant, equipment, and power tools.
- ❑ A description of the training that is provided to people involved in the work.
- ❑ The names and qualifications of those responsible for training workers in the work activity described in the requirements of the Safe Work Method Statement.
- ❑ Identification of health or safety related codes applicable to the work.
- ❑ Identification of the plant and equipment that will be used on site (ladders, electrical leads, chainsaws, lawn mowers etc.).
- ❑ SWMS must be approved and signed by the Director of the organization or an authorised Manager.

(c) Contract safety rules.

Contract Safety Rules should state:

Induction and Safety Training

- ❑ All employees must attend general health and safety induction training before starting work.
- ❑ All employees must attend adequate induction and work activity safety training.

Personal Protective Equipment (PPE)

- ❑ How the Contractor will ensure that all employees and visitors wear appropriate PPE.
- ❑ Compliance with TSC's policy (e.g. Staff to wear Long Sleeve Shirts and long pants at all times etc.)

Access to Work Areas

- ❑ How the Contractor will ensure access and egress routes will be kept unobstructed.

Accident and Emergency Procedures

- ❑ How the contractor will ensure that all persons on its work sites are made aware of accident and emergency procedures prior to entering any work site.
- ❑ Location of first aid facilities and who administers first aid.

Note: All quarry workers are to hold a current First Aid certificate.

(d) Statement of Work health and safety responsibilities.

Name who will be responsible for the following:

General

- ❑ Identifying and assessing the hazards associated with the services and documenting the hazard control measures to be taken.
- ❑ Compliance with WHS legislation, regulations, standards, codes and contract safety rules.
- ❑ Assessing and monitoring subcontractor's capabilities, and for ensuring they meet WHS requirements, prior to submitting to TSC for approval.
- ❑ Managing the acquisition and communication of WHS information to managers, supervisors and people working at a work site.
- ❑ Maintaining first aid facilities.

- ❑ Managing accident and emergency procedures.
- ❑ Managing WHS records.
- ❑ Ensuring Site Safety Rules are available and provided to people who work at or visit a work site.

WHS Training

- ❑ Identifying the WHS training needs of workers.
- ❑ Making sure that appropriate training is being carried out.
- ❑ Making ensure that all workers attend adequate induction and work activity safety training.
- ❑ Conducting induction and safety training for everyone working on the Contract.
- ❑ Managing WHS records of training.

Incident Management

- ❑ Being available (both during and outside of normal working hours) to prevent, prepare for, respond to and recover from incidents.
- ❑ Ensuring that procedures for contacting these people are communicated to the appropriate people.

(e)Work health and safety training, including induction training.

Council's Authorised Officer will assess the above document for completeness and compliance with Council requirements prior to authorising the commencement of the services. Council may require, solely at its discretion, corrective action be implemented prior to authorising commencement of the services, or may allow commencement, conditional on the corrective actions being satisfactorily implemented.

The Contractor shall review and revise the WHS Management Plan each month and implement improvements as required. These changes shall be documented by the Contractor and be submitted to Council's Authorised Officer with the succeeding Contractors WHS Monthly Report.

10 (a) Part 2.1 WHS Management

The WHS Management Plan shall indicate the qualifications, experience and name of the Contractor's Safety Representative who has primary responsibility for ensuring that the WHS Management Plan is fully implemented and audited for services under the Contract.

10 (a) Part 2.2 Subcontractor Control and Safety Management Plan

Where the contractor elects to engage a subcontractor for the provision of services under the contract, the contractor shall ensure that the subcontractor meets all WHS and Insurance requirements, prior to seeking approval from TSC for the subcontractor to work on TSC sites.

The Contractor shall undertake appropriate monitoring of every subcontractor's work to ensure that the specified safety system requirements are being effectively implemented and if deficiencies are identified, appropriate corrective action undertaken, documented and reported to Council.

10 (a) Part 2.3 Risk Assessment and Risk Control Plans

The Contractor shall prepare and submit a risk assessment and risk control plan prior to commencing any services. The completed risk assessment and control plan shall relate to Contract specific risks and shall be submitted to Council's Authorised Representative for assessment prior to the commencement of the services.

Where any of the following activities are performed under this contract, the Contractor shall give special consideration to these activities when conducting risk assessments and developing risk control plans:

- Manual handling
- Use, installation, inspection, and repair of plant and equipment
- Working at heights
- Working in confined spaces
- Vehicle movement on a work site
- Hazardous substances and dangerous goods
- Electrical work

- ❑ Stressing
- ❑ Traffic control
- ❑ Underground utilities
- ❑ Overhead utilities
- ❑ Working near traffic
- ❑ Other activities involving risk

The risk assessment and risk control plan shall be reviewed monthly and the Contractor shall provide written certification to Council's Authorised Officer each month that the plan covers all proposed activities with identified risks. Where new risks have been identified the Contractor shall also certify these risks have been addressed. The completion and lodgment of the Contractors WHS Monthly Report will be satisfactory for written certification.

10 (a) Part 3.1 Health and Safety Inspections

The Contractor shall conduct health and safety inspections at least monthly to identify hazards associated with work performed under the Contract. Written records of these inspections detailing any risks identified and corrective actions adopted as a result shall be maintained by the Contractor. Council's Authorised Officer may conduct health and safety inspections at any time. Where an inspection identifies non-conformance with safety requirements, an audit of the Contractor's safety management system may be conducted at twenty-four hours notice to the Contractor.

10 (a) Part 3.2 Internal WHS Reviews/Audits

The Contractor shall perform Work health and safety audits on a periodic basis, a minimum of which is to occur six (6) monthly, which is to be specified in the WHS Management Plan.

10 (a) Part 3.3 Audits of Contractor Performance

The Contractor shall allow Council's Authorised Officer to conduct an audit at any time on all aspects of the Contractor's Work Health & Safety Management Plan.

The Contractor shall:

- (a) Make available all relevant records, including those of subcontractors and suppliers for the purposes of the audit and surveillance,
- (b) Provide all reasonable assistance to Council's Authorised Officer during the audit process.

10 (a) Part 4 Induction and Training for Contractor Employees

The Contractor shall not allow a person to carry out work on a work site until the Contractor is satisfied that the person has completed Work health and safety induction training which comprises general induction and work activity WHS induction. This induction will include training related to hazards likely to be encountered on a work site and control measures that have been developed in response to these hazards. The Contractor shall ensure that the person performing inductions possesses the necessary training, skills and knowledge, and where warranted appropriate accreditation, to competently perform inductions.

The Contractor shall keep a copy of the written statement given to each participant in WHS induction training verifying that they have successfully completed the training. The Contractor shall provide a list of those persons who have been trained on the Contractor Monthly WHS Report.

The Contractor shall require all subcontractors to comply with this clause.

10 (a) Part 5 Incidents, Injuries and Disease – Response and Reporting

An accident and Emergency Contact List shall be prepared and kept up to date by the Contractor. It shall include details of:

- Contractor's key personnel with all-hours contact numbers.
- Applicable Emergency Service Organizations and contact numbers (Rural Fire Service, Ambulance Service, etc. if applicable).
- The location of Hazardous Materials used/stored by the Contractor on the work site.

The Contractor must promptly notify Council's Authorised Officer of any accident, injury or dangerous occurrence, including 'near miss' situations, that occurs during the carrying out of the Contract

The Contractor shall also undertake an investigation into the incident and prepare a report detailing the incident, results of the investigation into its cause and any

corrective actions to be taken to prevent the incident from recurring. Council's Authorised Officer may participate in an incident investigation if deemed necessary. The report is to be supplied to Council's Authorised Officer within seven days of the incident occurring.

10 (a) Part 6 Corrective Action

The Contractor shall ensure all WHS issues are appropriately and promptly addressed and that similar WHS issues are prevented from reoccurring.

10 (a) Part 7 Records

The Contractor shall maintain legible WHS records to demonstrate compliance with the Contractor's WHS Management Plan and WHS legislation. These records are to be made available to Council's Authorised Officer upon request.

10 (a) Part 8 Non Compliance

If during the performance of the Contract, Council Authorised Officer informs the Contractor that it is the opinion of Council's Authorised Officer that the Contractor:

- ❑ Is not conducting the work in accordance with the Contractor's Work Health, Safety Management Plan, relevant legislation or TSC requirements; or
- ❑ Has allowed a risk to the health and safety of any person,

Then the Contractor shall identify, isolate and correct that breach of, or risk to health and safety. Failure to comply with the provision of this clause may lead to Council's Authorised Officer taking further action under the terms of the Contract.

10 (b) Contractor's Environmental Management Plan

General

This clause outlines the environmental requirements that are to be observed by the Contractor prior to and during the execution of work under the contract. One copy of this plan shall be submitted to Council's Authorised Officer within 28 days of the Contractor's acceptance to undertake the Contract.

Council recognises that carrying out work under the contract will result in some environmental damage. The aim of this clause is to limit the degree of environmental harm to that which is unavoidable.

10 (b) Part 1 Contractors Requirements

The Contractor shall prepare a Contractor's Environmental Management Plan (CEMP) for the services performed under the contract. This plan shall outline the protection practices, resources and sequence of activities to comply with the requirements of all applicable environmental legislation, licenses, approvals and permits.

In the event of any inconsistency, the Contractor will comply with such procedures or measures that produce the higher level of environmental protection. The Contractor shall comply with any and all directions of Council's Authorised Officer relating to environmental impact minimisation.

The Contractor shall:

- (a) Comply with all requirements of the Contract and all statutory requirements for Environmental Management.
- (b) Ensure that each of its subcontractors and Consultants comply in like manner.
- (c) Demonstrate to the Council whenever requested that requirements of the Contract and statutory requirements for Environmental Management are being met.
- (d) Any engaged consultants must provide professional indemnity and ensure that the Council is indemnified.

The CEMP shall include the following information as applicable;

- (a) Assignment of responsibility for planning, approving, implementing, maintaining, assessing and monitoring of environmental controls.
- (b) Procedures of obtaining copies of approvals, licenses, and permits to meet statutory requirements where required.
- (c) Details of the work procedures for the services that will be implemented to comply with statutory requirements and provide environmental protection.
- (d) Environmental monitoring and report forms for recording all monitoring activities including periodic inspections of the adequacy of operational controls together with measurements for aspects where compliance limits have been specified.

- (e) Locations of environmental controls.
- (f) Supplementary plans for environmental protection and operational control (Erosion and sediment control plans, soil and water management plans, noise management plans, waste management plan and a vegetation control plan if required).
- (g) Details of how environmental protection will be maintained for each subcontractor's activities.
- (h) How non-conformance control, corrective and preventative actions will be implemented and closed out.
- (i) Emergency response procedures for containing environmental damage and procedures for planning restoration activities.
- (j) Environmental training program.
- (k) Methods for monitoring the implementation and effectiveness of the CEMP.
- (l) Environmental auditing program.

10 (b) Part 2 Resources

The CEMP shall indicate the names, responsibilities and authority of the contractor's contract management personnel who have primary responsibility for implementing the CEMP for this contract, monitoring its effectiveness, rectifying any environmental deficiencies, controlling any maintenance activities until deficiencies have been rectified and keeping the contractor's environmental records.

10 (b) Part 3 Communication

The contractor is to establish and maintain a list of relevant contact names and telephone numbers for the contractor's key personnel.

10 (b) Part 4 Training Awareness and Competence

The contractor shall ensure that all staff and subcontractors working on a work site are provided with environmental training to achieve a level of awareness and competence appropriate to their assigned activities. The contractor shall state in the CEMP the minimum level of training and/or qualifications that employees and subcontractors working on site shall require.

The contractor shall train relevant employees to use the plant and materials on site efficiently and minimise all potential environmental impacts including noise, air and water quality, waste generation and management and contamination of lands and groundwater.

The contractor shall establish and maintain a register of environmental training carried out including dates, names of persons trained and trainer details.

10 (b) Part 5 Sub-Contractors

The contractor shall undertake appropriate monitoring of each subcontractor's work to ensure that the specified environmental protection requirements are effectively implemented.

For subcontracted work, the contractor shall include in the CEMP the processes the Contractor will implement to ensure subcontractor compliance, including details of:

- (a) The duties of each subcontractor for planning, implementing and monitoring environmental protection measures and for keeping environmental records
- (b) The duties the contractor will retain for environmental protection of subcontracted work
- (c) How environmental protection measures on subcontracted work interface with adjacent work areas, as applicable
- (d) The contractor's surveillance program to monitor effectiveness of each subcontractor's environmental protection measures.

10 (b) Part 6 Contractor's Liaison Requirements

10 (b) Part 6.1 Community Liaison

The contractor is to refer all enquiries from members of the community to Council's Authorised Officer in regard to activities performed under the Contract, except where Council informs the contractor in writing of information that the Contractor and its representatives are authorised to release.

If the Contractor identifies activities that will restrict local residents access to their properties or otherwise significantly disturb residents, the contractor shall notify Council's Authorised Officer of the activity. Council's Authorised Officer will either notify the residents concerned or will authorise the contractor to notify residents of the activity.

10 (b) Part 6.2 Liaison with the NSW Environment Protection Agency

The contractor shall nominate in the CEMP at least one person who will be available to the EPA as required. This person shall have the authority to take immediate action to cease any activity or to affect any pollution control measures, as directed by an authorised officer of the EPA or from Council's Authorised Officer. The contractor's nominated person shall notify immediately upon an Authorised EPA Officer presenting themselves at a work site, Council's Facilities and Assets Engineer of an EPA inspection.

The Contractor must also notify Council's Authorised Officer immediately if a pollution incident occurs in the following circumstances:

- (a) If the actual or potential harm to the health or safety of human beings or ecosystems is not trivial,
- (b) If the actual or potential loss or property damage including the clean-up costs associated with a pollution incident exceed \$10,000.00 (ten thousand dollars).

In the event of the Council's Authorised Officer not being able to attend an EPA inspection, the Contractor is to prepare a report on each occasion when the EPA visits a work site. This report is to be submitted to Council's Facilities and Assets Engineer within five working days. This report is to outline the purpose and outcome of the EPA visit and any corrective actions being undertaken in response to the EPA visit.

10 (b) Part 7 Consequences of Noncompliance

If during the performance of the contract, Council's Authorised Officer informs the contractor that it is the opinion of Council's Authorised Officer that:

- (a) The contractor has failed to comply with its environmental obligations and to ensure compliance of subcontractor's with environmental control; or
- (b) Failed to act promptly when environmental controls are observed not to be effective,

Then the contractor shall identify, isolate and correct that breach of environmental control immediately. Failure to comply with the provision of this clause may lead to Council terminating the contract for extreme environmental damage or repeated failure to correct an activity causing environmental harm. All the rectification work in relation to environmental compliance will be borne by contractor and if contractor fails to act in reasonable time councils authorized

officer will engage suitably qualified person/s to rectify the breach. All the costs borne by council in rectifying the condition will be charged to contractor at cost.

10 (b) Part 8 Environmental Reporting

The contractor shall provide information to Council's Authorised Officer on a monthly basis using the Contractor's Monthly Environment Report.

10 (b) Part 9 Environmental Auditing

The contractor shall undertake annual compliance auditing of the CEMP to verify that work carried out under the contract is in compliance with the CEMP. The contractor is to keep detailed records of the audits carried out.

Council's Authorised Officer may elect at any time to audit the contractors Environmental Management System. The contractor shall:

- (a) Make available all relevant records, including those of subcontractors and suppliers for the purposes of the audit and surveillance,
- (b) Provide all reasonable assistance to Council's Authorised Officer during the audit process.

10 (b) Part 10 Environmental Protection Requirements

As a minimum, the contractor shall ensure the following environmental controls are established and maintained whilst carrying out the contract. The contractor should detail control methods/practices adopted by the contractor in the CEMP.

The contractor is required to comply with the requirements of the Protection of the Environment Operations Act, subsequent amendments to the Act and all other relevant laws and by-laws in force in the State of New South Wales.

10 (b) Part 10.1 Soil and Water Management

(i) Erosion and Sedimentation Control

The contractor shall plan and carry out work to minimise erosion and sedimentation of each work site where required.

(ii) Water Quality

The Contractor shall provide adequate controls to ensure that any water entering waterways or storm water drainage systems from

areas disturbed by the contractor complies with any water quality criteria nominated by the EPA. If no criteria is set from the EPA, Council will nominate the water quality criteria.

(iii) Air Quality

The contractor shall employ methods and practices that will minimise air pollution including dust suppression as required i.e. water sprayers and supply own water cart or water tanks.

(iv) Noise Control

When the activities to be performed under the Contract involve the use of heavy equipment, and other noisy equipment, the contractor shall as much as practicable minimise noise from being a nuisance to neighbouring residents, schools, churches and health care institutions if applicable.

All noise generating activities should have the following controls;

- ❑ Where possible select low noise emitting plant and equipment,
- ❑ Program plant and equipment where possible to be used during normal working hours,
- ❑ Ensure plant and equipment are not left running unnecessarily,
- ❑ Ensure plant and equipment are fitted with appropriate noise suppression systems if applicable.

10 (b) Part 10.2 Vegetation

The contractor shall become familiar with noxious and environmental weeds registered by Council in the Shire of Temora. Where applicable, methods are to be employed by the contractor that will minimise the spread or introduction of weeds to work sites. The Contractor shall also preserve existing trees, plants and other vegetation within the work site as far as practicable.

The use of herbicides by the contractor will only be allowed after authorisation is obtained from Council's Authorised Officer. A register of chemical usage is to be maintained by the contractor in compliance with the EPA's Guidelines on Herbicide Use.

The handling, storage and use of Herbicides are to be strictly in accordance with manufactures instructions and Material Safety Data Sheets.

10 (b) Part 10.3 Spillage Prevention and Containment

The contractor shall employ methods that prevent the likelihood of chemical, fuel and lubricant spillage. Refueling or maintenance of plant and equipment is not permitted on any work site under this contract unless appropriate spill containment and clean up equipment/measures are available.

The storage of all chemicals, fuel and lubricants must be in an approved manner such as an impervious bund. Storage areas are to be designed to minimise the impact of spillage or contamination on or around the site.

Procedures for controlling and removing chemical, fuel and lubricant spillage on or around a work site must be included in the CEMP.

10 (c) Contractor's Quality Management Plan

General

The Contractor shall follow quality system principles in undertaking this contract by:

- (a) Planning and controlling work processes.
- (b) Ensuring careful selection of subcontractors and confirming their work complies with the Contract Specifications.
- (c) Identifying and rectifying any non-conforming work or work practices, and implementing reviews to prevent the recurrence of non-conformances.
- (d) Keeping orderly and legible records for the verification of Contract compliance.

The Contractor's Quality Management Plan shall be used to communicate to the contractor's personnel the specific quality practices, resources, sequence of activities, the controls and checks that have to be implemented during the course of undertaking the contract. One copy of this plan shall be submitted to Council's Authorised Officer within 28 days of the contractors acceptance to undertake the contract.

10 (c) Part 1 Management Responsibility

The Contractor's Quality Management Plan shall nominate the Contractor's Quality Representative who is directly responsible for and has the delegated authority of ensuring that the requirements of the Contractor's Quality Management Plan are implemented and maintained. The contractor shall also nominate and list the responsibilities and authorities of other personnel primarily responsible for upholding the Control Management Plan provisions of the contract.

10 (c) Part 2 Document and Data Control

The contractor shall ensure that the Contractor's Quality Management Plan or supplementary documents (Contractor's Environmental Management Plan and Contractor's Work Health & Safety Management Plan) are identified with a release date. When a plan is changed the contractor shall ensure that the latest version of the plan is provided to Council's Authorised Officer as soon as practicable.

10 (c) Part 3 Purchased Products

The contractor shall ensure that purchased products are handled, stored, prepared and utilised in accordance with the manufactures recommendations. The Contractor's Quality Management Plan shall contain a procedure used by the contractor to ensure compliance.

10 (c) Part 4 Contractor's Compliance

The contractor shall include in the Contractor's Quality Management Plan, a procedure for the contractor's inspection and verification of work compliance. This procedure will include:

- (a) Who performs the inspection.
- (b) How the inspection is to be carried out.
- (c) Acceptance criteria and the frequency of inspection.
- (d) Who reviews the inspections, evaluates whether work conforms and determines what to do next if work does not pass an inspection.

Council's Authorised Officer may vary or restore the contractor's procedure for inspection and verification of work compliance at any time.

10 (c) Part 5 Quality Records

Records shall be kept in hard copy format unless otherwise agreed by Council's Authorised Officer. Quality records or copies shall be stored and maintained such that they are readily retrievable, in facilities that provide a suitable environment to minimise deterioration, damage or loss.

10 (c) Part 6 Induction and Training

The contractor shall not allow a person to carry out work on a work site that has not completed induction training which ensures that the person is aware of the quality system requirements. The contractor shall ensure that the person performing inductions possesses the necessary training, skills and knowledge, and where warranted appropriate accreditation, to competently perform inductions

The contractor shall keep a copy of the written statement given to each participant in quality system induction training verifying that they have successfully completed the training.

The contractor shall require all subcontractors to comply with this clause.

10 (c) Part 7 Contract Reviews and Audits**10 (c) Part 7.1 Internal Reviews/Audits**

The contractor shall perform quality system audits on a periodic basis, which is to be specified in the Contractor's Quality Management Plan.

10 (c) Part 7.2 Audits of Contractor Performance

The Contractor shall allow Council's Authorised Officer to conduct an audit at any time on all aspects of the Contractor's Quality Management Plan.

The Contractor shall:

- (a) Make available all relevant records, including those of subcontractors and suppliers for the purposes of the audit and surveillance,
- (b) Provide all reasonable assistance to Council's Authorised Officer during the audit process.

Surveillance, process quality audits and product quality audits may be conducted by Council's Authorised Officer at any time.

10 (c) Part 8 Corrective Action

If surveillance or an audit by Council's Authorised Officer indicates that the Quality System does not comply with the provisions of the contract, the contractor will be issued written notification of such nonconformity. The contractor shall immediately, or within a time as specified by Council's Authorised Officer, rectify the nonconformity, initiate and implement corrective or preventative action and document all measures taken to prevent reoccurrence of the nonconformity.

Failure to rectify any identified non-compliances may, at the discretion of Council result in a penalty of \$100.00 (one hundred dollars) being deducted for each breach from the payments made to contractors.

A register shall be maintained by the contractor which will contain the written notification of the nonconformity and the documentation of corrective action taken.

10 (c) Part 9 Plant Requirements

Special attention is to be given to plant and equipment. The Contractor's Quality Management Plan shall address all plant requirements detailed below and contain procedures on how the contractor shall ensure compliance (eg. use of daily pre-start checklists, monthly plant inspection checklists, etc.).

10 (c) Part 9.1 Plant Safety Requirements

The contractor must control risks associated with all powered mobile plant in accordance with the Work Health and Safety Regulation 2017. Work Health and Safety (Mines and Petroleum Sites) Regulation 2022

The Contractor shall ensure all plant and equipment used in the Contract, including its own, hired and that of Sub Contractor's is maintained as per manufacturers specifications, manufactures safety systems are fitted and are operational, and that the plant is registered and applicable permits current.

All operators of plant and equipment must be appropriately trained, suitably qualified and experienced in the safe operation of the plant and equipment they will be using on a work site. Operators/Inspection personnel are to be suitably certified where required.

Neutral Start

Neutral start switches must be operational on all plant fitted with such device. Plant fitted with a manual gearbox and a mechanical type clutch, or

excavators and skid steers with operational safety/hydraulic locks are exempted from this clause.

Brakes

Brake components must be fully operational and free from defects. Air tanks where applicable must be free from contamination. The operation of the braking system must be within the manufacturer's specifications.

Park/Emergency Brake

Must be fully operation and free from defects. The operation of the park braking system must be within the manufacturer's specifications.

Emergency Stop Devices

These devices where fitted must be free from defect and malfunction. They must be easily identifiable and accessible to the operator.

Seatbelts

All plant shall be fitted with seat belts by the manufacturer.

Reverse or Travel Alarm

Reverse alarms must be fitted and operational and shall be automatically activated when reverse gear is selected. Travel alarms which activate in forward and reverse gears are to be fitted to plant where operator vision is restricted. Council may elect to exempt minor items of plant upon request from the Contractor.

Signage

All plant is to have clearly displayed signs or labels for the following if applicable;

- Hearing protection
- Crush zone
- Safe working load (S.W.L.)
- Electrical hazard warnings

- ❑ Articulated joint crush zones
- ❑ Roll over hazard – seat belt warning
- ❑ Hydraulic steering
- ❑ Confined space
- ❑ Dual control
- ❑ Left hand drive
- ❑ Water filled tyres.

Machinery Guards

All rotating, moving or hot components of plant and equipment shall be fitted with an approved safety guard. No item of plant is to be used unless the guards are in place and effectively provide protection for any person.

Provision of Information

The contractor shall ensure that information on the operating and safety features of plant is clearly displayed on the item of plant for use of operators and other persons affected by the operation of the plant. All new operators or persons working around plant shall be given an induction on safe operation of plant and work procedures.

10 (c) Part 9.2 Registration Requirements

Registration / Unregistered Vehicle Permits

All plant and vehicles must be either conditionally or unconditionally registered in accordance with NSW road rules and the contractor's insurer's requirements. They may also be covered by an unregistered vehicle permit for use in the works if applicable, also in accordance with NSW road rules and the contractor's insurer's requirements.

Windscreen Wipers

Plant having a windscreen must have an operational windscreen wiper which adequately clears the windscreen to give the operator a clear view. Wipers fitted to other windows must also operate adequately.

Lights and Reflectors

All plant and equipment must be fitted with lights and reflectors as per registration requirements. Plant working at night must have headlights or suitable work lights. All clearance, tail, break and indicator lights shall be operational and adequately maintained. Council may elect to exempt minor items of plant upon request from the Contractor.

Horn

All plant must be fitted with an audible horn. Council may elect to exempt minor items of plant upon request from the Contractor.

Amber Beacon

Plant must have at least two amber beacons which are to be used whenever the plant is travelling or operating on the job site. The beacons shall be mounted to the top of the plant and be visible in normal daylight at a distance of 200 metres in all directions. Council may elect to exempt minor items of plant upon request from the Contractor.

Please note that legislation has been introduced through NSW Parliament restricting the use of strobe lights. No item of plant used in this contract shall be fitted with such lights.

Rear Vision Mirrors

All moving plant shall be fitted with rear vision mirrors that provide adequate rear vision on both sides, and if practicable the rear of the item of plant. Council may elect to exempt minor items of plant upon request from the Contractor.

10 (c) Part 9.3 Mechanical Requirements

Leaks

Engine, transmission, drive-train and hydraulics must not have any leaks which allow oil or fuel to drip on the work site, exhaust system or brake components. Steering and brake systems must also be free of leaks.

Engine

Must start easily and provide sufficient power. Regular maintenance meeting the manufacturers specifications must be carried out

Cooling System

Must provide sufficient cooling. All fan belts and hoses must be free from defects, deterioration and leaks.

Exhaust System

Must be free from leaks, securely mounted and offer adequate noise suppression.

Exhaust Smoke

Must not emit visible smoke for continuous periods longer than 10 seconds.

Transmission and Final Drive

Must be free from leaks and maintained to manufacturers specifications.

Hydraulics

All Hydraulic functions must function quickly and smoothly, with warm up periods within manufacturers specifications. No leaks are permissible and hydraulic creep shall not be evident.

10 (c) Part 9.4 Chassis Requirements*Chassis and Frame*

Must be free from cracks, advanced rust and missing or loose bolts. No dangerous protrusions or sharp edges that could cause injury are to be present.

Body, Cabin, Steps and Handrails

Must be free from cracks, advanced rust and missing or loose bolts. No dangerous protrusions or sharp edges that could cause injury are to be present. All doors, locks and latches must function to manufacturers specifications. Air conditioning should be equipped to all plant with enclosed cabs.

Windscreens and Windows

No defects which impair visibility are to be present.

Suspension

All components are to be free from defect or excessive wear.

Steering

All components are to be free from defect or excessive wear.

Tyres

Must be free from defects, other damage and have legal tread depth. Tyres must be the correct type, load rating and size for the vehicle.

Tracks

Must be maintained to manufacturers specifications and provide adequate traction.

10 (c) Part 9.5 Other Requirements

Controls

Must perform as designed and be free from excessive wear.

Seat

Must be in good condition, secured and not affect the ability of the operator to work the plant.

Attachments and Tools

Must be securely mounted and free from any defects, leaks and excessive wear.

Electrical System

All electrical equipment must operate as per manufacturers specifications and be free from defects and corrosion. Batteries are to be securely mounted and free from cracks or leaks.

Electrical Equipment

All electrical equipment including extension leads shall operate as per manufacturer specifications and be free from defects and damage. All electrical equipment shall be inspected, tested and tagged as per the requirements of Australian Standard AS/NZS 3760:2001 'In-service safety inspection and testing of electrical equipment'.

10 (c) Part 9.6 Major Defects

Any item of plant or equipment identified to have a major defect will be immediately withdrawn from use in the Contract. This item of plant or equipment cannot be used in the Contract until the defect has been rectified and a mechanical/safety inspection performed by a suitably qualified tradesperson is passed.

Items that constitute major defects include;

- Defective neutral start switch.
- Defective park or emergency brakes.
- Defective or missing seatbelt/s when ROPS/FOPS are fitted.
- Defective reverse or travel alarms where fitted.
- Machinery guards not fitted.
- No manual transmission lock.
- Dangerous suspension, steering or tyres.
- Any other condition that could impair the safe operation of the item of plant or equipment.

Council's Authorised Officer may direct the contractor to have an item of the contractor's plant inspected by one of Council's Plant Mechanics at any time if Council's Authorised Officer suspects that the item of plant is defective. The contractor must comply with any directive given by Council's Authorised Officer.

10 (d) Contractor's Liability for Costs, Losses or Damages

Where inappropriate or inadequate provisions of any of the Management Plans by the contractor or contractor's subcontractor results in costs, losses or damages incurred by the Council or claims by third parties against the Council for either direct or

consequential costs, losses or damages, the contractor shall be liable for costs, losses or damages associated with any claim including but not limited to administration costs incurred by the Council in resolving such claim.

11 Hours of Work

The hours of work under the contract must be carried out within the guidelines stated in The EPA's 'Environmental Noise Management Manual 2001' for each work function carried near residential and built up areas, and the contract specification.

In addition, work hours may be limited according to specific workplace requirements.

Work may be allowed outside these additional requirements with prior approval of the Council.

12 Notice of Damages

It is required that the contractor provides a monthly maintenance report on the contracts works site of which contains conditions that;

1. Prevent the contractor from achieving work requirements.
2. May provide a health risk to the general public and workers.

The report must contain a description of the item, its location and identified problem

If any damaged item or structure poses an immediate threat to the health & Safety of the general public, it should be immediately restricted from access and reported as soon as possible to the Council.

13 Dispute Resolution

a) Procedure for Dispute Resolution:

- In the event of a dispute, the parties shall first attempt to resolve the issue through direct negotiation. If resolution cannot be achieved, the dispute shall be escalated to mediation before resorting to arbitration or litigation.

b) Arbitration

- Arbitration shall be conducted in accordance with the rules of the relevant arbitrary body decided by Council and the decision of the arbitrator(s) shall be final and binding on all parties.

c) Litigation

- If arbitration does not successfully resolve the dispute, or if a party fails to participate in the arbitration process, either party may then seek legal recourse through litigation. Such litigation shall be initiated in the appropriate court within the jurisdiction of New South Wales, and the parties consent to the exclusive jurisdiction of these courts for the purposes of resolving such disputes.

14 Termination of Contracts

- (a) If council is dissatisfied with the standard of work performance, as stated in *clause 9*, or the contractor commits a breach of any one or more of the conditions of contract herein contained, the Council may then terminate the contract with written notice.
- (b) All contractors & subcontractors, engaged to perform work on behalf of Council, are to conform with their adopted WHS policy, and with reasonable directions from the Council. Failure to comply with a policy or observe a direction will be considered a breach of the contract and sufficient grounds for termination of contract.
- (c) Failure to comply with clause 9, other than with prior arrangement with Councils authorised officer, will result in the immediate termination of the contract. Likewise if the contractor fails to submit any or all documents listed in the tender/contract documents will have their contract terminated immediately.
- (d) If any document fails to achieve approval from Councils authorised officer, the contractor is responsible for the revision of the document to meet Councils requirements within a timeframe acceptable to Council. Failure to do so will result in the immediate termination of the contract.
- (e) The contractor, subcontractors and all employees therein shall at all times maintain the highest level of confidentiality in regards to dealings, transactions, conversations, documents, discussions and any other form of communication that are a result of Council business that the contractor, subcontractor or employee may be directly involved in, may hear, see or become aware of, in the course of their duties.

The contractor, subcontractor and all employees therein shall not divulge any Council related information in their possession, even upon the termination of any contractual agreement between the contractor and the Council of Temora unless authorised to do so by the General Manger of the Council of Temora.

Any breach of confidentiality, relating to Council business, shall be deemed a serious breach of contract and the contract will be immediately terminated. A confidentiality agreement to be signed at the commencement of all employees of the contractor and subcontractors in the contract is attached in Appendix 6

15 Terms and Conditions of Purchase

Please be aware that the contractor is also bound by and must comply with the terms and conditions of purchase document.

In the event of any conflict between this General Conditions of Contract and the Terms and Conditions of Purchase document, the provisions in this General Conditions of Contract document shall take precedence and supersede those in the Terms and Conditions of Purchase document.