

TRANSPORT FOR NSW (TfNSW)
QA SPECIFICATION G2-C41
GENERAL REQUIREMENTS
(MINOR PHYSICAL WORKS AND SERVICES)

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REVISION REGISTER

Ed/Rev Number	Clause Number	Description of Revision	Authorised By	Date
Ed 1/Rev 0		First issue, based on RTA G2.	GM, RNIC	25.02.05
Ed 1/Rev 1	43	Clause on “Proportionate Liability” added.	GM, IC	24.10.07
Ed 1/Rev 2	“Notice”	RMS PO Box and Fax numbers updated.	GM, IC	07.07.09
	1.2.3	Definitions of Parties in Major Contracts and Single Invitation Contracts deleted.		
	3	Clause re-worded.		
	12	Clause on “Make-up of Contractor’s Prices” deleted.		
	16	“Record Keeping and Identified Records” clause (duplicating similar clauses in specification Q) deleted.		
	26.1	Clause title changed.		
	26.2	“Control the Work” clause (duplicating similar clauses in other specifications) deleted.		
	26.3	Clause title changed; record keeping requirements referred to specification Q.		
	26.4	Clause title changed.		
	26.5	Clause title changed. Clause reference for rates and prices corrected.		
	27	Title changed to better reflect clause content. 1 st paragraph (duplicated in Annex B) deleted.		
	37	“Post-Completion Undertaking” changed to “Security”.		
	38.1	Clause references updated.		
	Annex M	References updated.		

Ed/Rev Number	Clause Number	Description of Revision	Authorised By	Date
Ed 2/Rev 0	Global 1.2.6 11 11.2 11.3 14 14.1 14.2 18 20 23 34 35, 36, 37	<p>Clauses rearranged and renumbered. Some clauses retitled.</p> <p>Previous Clause 7 “Parent Company Deed of Guarantee” deleted.</p> <p>Previous Clause 27 “Payment in Australian Currency” relocated here.</p> <p>New clause with new title “Information Disclosure”, grouping together previous Clause 40 “Privacy” and Clause 41 “Release of Information”.</p> <p>Previous Clause 41 retitled “Disclosure to Other Authorities”.</p> <p>Previous Clause 40 retitled “Privacy Requirements”.</p> <p>New clause, grouping together previous Clause 34 “Commencement of Site</p> <p>Previous Clause 34 retitled “Notification to Principal”.</p> <p>Previous Clause 35 retitled “Notification to Workcover”.</p> <p>Previous Clause 30 retitled “Keeping Site Clean”.</p> <p>Previous Clause 18 retitled “No Advertising”.</p> <p>Certification to be by Chartered Professional Engineer, with Membership of Engrs Aust.</p> <p>Previous Clause 3 “Test Methods and Specifications” reworded.</p> <p>Sub-clauses within previous Clause 26 “Management of the Work Under the Contract” and Clause 38 “Quality Assurance” rearranged under 3 new clauses: Clause 35 “Management Systems and Plans”, Clause 36 “Quality Assurance”, and Clause 37 “Testing”.</p>	GM, IC	31.07.09
Ed 2/Rev 1	23	Added: NPER registration as equivalent to CPEng, Engrs Aust, for certification purposes.	GM, IC	14.12.09
Ed 2/Rev 2	19 Annex A1	Clause on information signboards amended; signboards now supplied to Site by the Principal.	GM, IC	15.02.10

Ed/Rev Number	Clause Number	Description of Revision	Authorised By	Date
Ed 2/Rev 3	22 22.2	Clause title changed to include “Care of Traffic Assets”. New subheading inserted for original clause as clause 22.1. New subclause, titled “Care of Traffic Assets”, on care of traffic signal detector loops, inserted.	GM, IC	08.06.11
Ed 2/Rev 4	Global 33	Reference to RTA changed to RMS. Clause title changed to “Not Used”.	GM, IC	08.03.12
Ed 2/Rev 5	Guide Notes 15 40 Annex A Annex B Annex F	Guide Notes on WAE Drawings added, to provide guidance on requirements and method of payment for preparation of WAE drawings. Clause on existing utilities reworded to accord with terminology in spec G7. Requirements for preparation of WAE drawings expanded and reference to Annex F for further requirements added. A4 List of Drawings and Sketches and A5 WAE Drawings Format added. New Pay Item P2, for WAE Drawings, added. New annexure on requirements for WAE Drawings added.	GM, CPS	26.09.13
Ed 2/Rev 6	Guide Notes 13.1 14.2 16 35.2 40	Guide notes on the application of new clause 40 on Christmas Closedown Period added. Clarified that powers and functions of RMS Representative do not extend to liquidated damages and insolvency. Clause on notification to WorkCover deleted. Notification requirements to WorkCover to be provided in relevant Specifications. Title of Code of Practice for Contractor’s facilities updated. Reminder to carry out pre and post-construction land condition assessment in spec G36 inserted. Statement prohibiting driving or parking on unpaved areas outside Site reworded to improve clarity. Previous clause 35.2 titled “Not Used” deleted and subsequent clause renumbered. New clause defining deemed Christmas Closedown Period. Subsequent clause renumbered.	GM, CPS	23.07.14

Ed/Rev Number	Clause Number	Description of Revision	Authorised By	Date
Ed 2/Rev 6 (cont'd)	41	Clause edited to clarify WAE requirements. Paper drawings to be all in A1 size.		
	42	Clause on “Care, Protection and Preservation of Survey Control Marks” added.		
	Annex A5	Table rewritten to clarify requirements for WAE drawings.		
	Annex B	P2 pay item – scope expanded to include cost of preparing electronic copy of WAE drawings.		
	Annex M	Reference Documents updated.		
Ed 2/Rev 7	13.2	“Authorised Delegate” changed to “Site Representative” as per C41.	GM, CPS	18.02.15
Ed 2/Rev 8	1.1.1	Reference to list of drawings and sketches in Annex A deleted.	GM, CB	20.11.15
	19, Annex A1.1	Clause wording and table harmonised with corresponding clauses in spec G2-C2.		
	22.3	Clause on Chain of Responsibility added.		
	Annex A1.2	Guide Notes and table on Chain of Responsibility added.		
	Annex A4	Deleted; subsequent items re-numbered.		
	Annex G	New annexure on CoR Management Plan and Reporting requirements.		
Ed 2/Rev 9	1.2.7	Clause on nomenclature referencing AS 1348 (withdrawn) deleted.	MCQ	29.03.18
	Annex M	Referenced documents updated.		
Ed 2/Rev 10	42	Clause on preservation of survey control and cadastral marks updated.	MCQ	03.08.18
	Annex M	Referenced documents updated.		
Ed 2/Rev 11	34	Option to purchase RMS Test Methods and model specifications deleted. Statement on measurement and payment in Material specification deleted.	MCQ	12.12.18
Ed 2/Rev 12		Previous clause 22.3 and Annex G deleted. Heavy Vehicle CoR requirements moved to spec G22.	MCQ	22.10.19
	Annex A	Previous clause A1.2 on Heavy Vehicle CoR deleted.		
	Annex M	Referenced documents updated.		
Ed 2/Rev 13	Global	References to “Roads and Maritime Services” or “RMS” changed to “Transport for NSW” or “TfNSW” respectively.	DCS	22.06.20

Ed/Rev Number	Clause Number	Description of Revision	Authorised By	Date
Ed 2/Rev 14	23	Clause on verification checks prior to travel on structures within public roads, reworded.	SMCSp	05.02.24
	36	Clauses 36.1, 36.3 and 36.4 deleted, as these clauses are now covered by spec Q6. Previous clause 36.2 now becomes clause 36, and retitled to “Conformance Records”.		
	37	Previous clauses 37.1 and 37.2 on testing deleted (moved to spec Q5). Clause retitled “Not Used”.		
	Annex M	Referenced documents updated.		

GUIDE NOTES (Not Part of Contract Document)

Clause 40 Christmas Closedown Period

Clause 40 defines the non-working days that are deemed to comprise the Christmas Closedown Period(s) that are included within the extended contract period arising from extensions of time granted. It will be the default clause to apply in the absence of a direction in the Contract or subsequent written agreement between the Principal and the Contractor on each individual Christmas Closedown Period.

Clause 41 and Annexures G2-C41/B and G2-C41/F Work-As-Executed Drawings

Refer to TfNSW Infrastructure Contract Note No. 186.

Clause 41 and Annexure G2-C41/F provide detailed requirements for the preparation of Work-As-Executed (WAE) Drawings. Annexure G2-C41/A5 provides an option to specify whether the WAE Drawings need to be submitted in electronic format.

Amend Annexure G2-C41/F where necessary to suit the requirements of the project for the preparation of WAE Drawings.

A new Pay Item, G2-C41P2, has been added in Annexure G2-C41/B to provide for the costs of preparation of WAE Drawings. This Pay Item must be included in the Schedule of Prices or Schedule of Rates for all Contracts.

The Lump Sum in Pay Item G2-C41P2 is not to be priced by the Contractor in his tender, but rather an amount set by the Principal.

Careful consideration needs to be given in setting the amount for the Lump Sum for Pay Item G2-C41P2. If the amount set is too low, the Contractor may not be motivated to provide WAE drawings of the required quality in a timely manner. An amount of 1% of the TfNSW estimate of the contract value or \$10,000, whichever is the greater, is suggested.

Guidance on determining the Lump Sum for Pay Item G2-C41P2 can be sought from Director Contracts Administration.



GENERAL REQUIREMENTS (MINOR PHYSICAL WORKS AND SERVICES)

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VERSION FOR: DATE:

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FOREWORD

TfNSW COPYRIGHT AND USE OF THIS DOCUMENT

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When this document forms part of a contract

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

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REVISIONS TO PREVIOUS VERSION

This document has been revised from Specification TfNSW G2-C41 Edition 2 Revision 12.

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

Any project specific changes have been indicated in the following manner:

- (a) Text which is additional to the base document and which is included in the Specification is shown in bold italics e.g. ***Additional Text***.
- (b) Text which has been deleted from the base document and which is not included in the Specification is shown struck out e.g. ~~Deleted Text~~.

TfNSW QA SPECIFICATION G2-C41

GENERAL REQUIREMENTS (MINOR PHYSICAL WORKS AND SERVICES)

1 GENERAL

1.1 STRUCTURE OF THE SPECIFICATION

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

1.1.1 Project Requirements

Details of project specific requirements are shown in Annexure G2-C41/A.

1.1.2 Measurement and Payment

Measurement and payment must comply with Annexure G2-C41/B.

1.1.3 Schedule of Identified Records

The record listed in Annexure G2-C41/C is an **Identified Record** for the purposes of Specification TfNSW Q5.

1.1.4 Referenced Documents

Unless specified otherwise or expressly supplied by the Principal, the applicable issue of a referenced document must be 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 2350). For convenience, the full titles are given in Annexure G2-C41/M.

1.2 INTERPRETATION OF CONTRACT DOCUMENTS

The following interpretations apply to the Contract Documents unless the context requires otherwise.

1.2.1 Exercise of the TfNSW Representative's Powers by the Principal

The powers given to the TfNSW Representative in the Specifications may be exercised, after the issue of the Final Payment Schedule, by the Principal or by a person authorised by the Principal to exercise those powers.

1.2.2 Duties of the Contractor

All actions, work, supply of materials and responsibilities described in the Contract Documents must be carried out by you unless stated specifically otherwise.

Where a requirement of the specifications identifies a particular item as something to be included, the requirement is not limited or qualified by doing this.

1.2.3 Definition of Parties in the Documents

The terms “Principal”, “Transport for NSW” and “Authority” mean, unless defined specifically otherwise, “TfNSW”.

The terms “Principal’s Authorised Person” and “Superintendent” mean, unless defined specifically otherwise, “TfNSW Representative”.

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

The terms “General Conditions of Contract” and “Conditions of Contract” mean “C41 Minor Physical Works and Services (Terms for Contracted Work)”.

1.2.4 Communications

All communications between the Principal, you and your representatives must be in the English language.

1.2.5 Legal Units of Measurement

All measurement of physical quantities must be in Commonwealth legal units within the meaning of the *National Measurement Act 1960 (Cth)*.

1.2.6 Payment in Australian Currency

All payments to be made under the Contract must be in Australian currency.

1.2.7 (Not Used)

1.2.8 Other Definitions

“**TfNSW G2**” appearing in the Contract Documents means this Specification.

“**Construction plant**” means all plant, motor vehicles, appliances and things (including scaffolding, formwork and the like) of whatsoever nature used or in use in or about the execution of the Work under the Contract but does not include materials, plant, equipment or other things intended to form or forming part of the Works.

“**Drawings**” means the drawings as may be supplied to you at any time by the Principal, or the use of which has been permitted by the Principal, for the purposes of the Contract.

“**Environment**” means the natural and the built environment and all aspects of the surroundings of human beings (including physical, biological and aesthetic aspects).

“**Hold Point**” means a point beyond which a work process must not proceed without the Principal’s express written authorisation.

“**Specification**” means the Specification for work to be carried out as existing at the date of acceptance of tender or otherwise forming part of the Contract Documents and any modification of such Specification thereafter directed or the use of which has been permitted by the Principal.

“**Witness Point**” means a point in a work process where you must give prior notice to the Principal and the option of attendance may be exercised by the Principal.

“**Work Under the Contract**” means the work which you are or may be required to execute under the Contract and includes the Works, all variations, remedial work, Temporary Work, design and design documentation.

2 EVIDENCE OF CONTRACT

The Contract is formed by issue of the Letter of Award.

The agreement in writing between you and the Principal for the execution of the Works, which includes the Letter of Award and other documents intended to apply, constitutes the Contract.

You agree that any amendment or alteration made by you to any part of the Contract Documents before execution of the Contract by the Principal is not binding on the Principal unless you had brought the proposed amendment or alteration to the Principal's attention and the Principal expressly agreed in writing to that amendment or alteration before the Principal executed the Contract.

3 NO APPROVAL OF DOCUMENTATION

Management system and management plan documentation submitted by you before the date of the Letter of Award:

- (a) is not to be deemed accepted or approved because of:
 - (i) the Principal's acceptance of your tender or other offer;
 - (ii) the entering into of the Contract by the Principal;
 - (iii) a reference to any such documentation in the Contract; or
 - (iv) subject to paragraph (b), any conduct by or on behalf of the Principal before the date of the Letter of Award; and
- (b) is deemed approved to the extent the documentation is specifically incorporated in the Contract.

4 CONTRACTOR AS TRUSTEE

4.1 APPLICATION

If you enter into the Contract as a trustee, this clause will apply.

4.2 REPRESENTATIONS AND WARRANTIES

You are deemed to have made the following representations and warranties:

- (a) entered into the Contract as trustee using its powers under the relevant trust deed and other enabling documents and has power to enter into and perform its obligations under the Contract and to carry on the transactions contemplated by those documents (“trust documents”);
- (b) hold the trust property on trust under the trust documents;
- (c) the trust documents given to the Principal are up to date and constitute all of the documents in relation to the trust and all the terms of the trust;

- (d) all consents and authorisations required for the execution, delivery and performance of the Contract have been obtained and are effective and current;
- (e) the Contract is entered into as part of the due and proper administration of the trust and are for the benefit of the beneficiaries;
- (f) no conflict of interest or breach of trust occurs as a result of you entering the Contract;
- (g) no beneficiary is presently entitled;
- (h) any of your existing or future rights of indemnity as trustee or lien securing that right have not been excluded, limited or otherwise diminished;
- (i) as trustee you are not required to follow the instructions of any person;
- (j) there has been no resolution or direction to terminate the trust;
- (k) there has been no resolution or direction to remove you as trustee;
- (l) you are the sole trustee of the trust; and
- (m) you are not entering into the Contract in a capacity as responsible entity of a registered scheme (as those terms are defined in the *Corporations Act 2001 (Cth)*).

4.3 UNDERTAKINGS OF THE CONTRACTOR AS TRUSTEE

You must not, without the prior written approval of the Principal:

- (a) amend the trust documents;
- (b) dispose of trust property;
- (c) grant any security in relation to the trust property;
- (d) make any capital distribution in cash or in the form of trust assets;
- (e) resign or appoint any new or additional trustees;
- (f) appoint any new beneficiaries to the class of beneficiaries or exercise any power resulting in a change to the vesting day;
- (g) permit the beneficiaries to use the trust property;
- (h) incur any debt other than in the ordinary course of business of the trust;
- (i) lend money which forms part of the trust property;
- (j) give a guarantee as trustee; or
- (k) blend or mix trust property with any other property.

You must not do anything (or omit to do anything) which may:

- (i) constitute a breach of trust; or
- (ii) diminish, limit or exclude the trustee's right of indemnity or any lien in respect of that indemnity.

You must:

- (a) ensure that the indemnity and lien will not be diminished, limited or excluded; and
- (b) obtain the above obligations in the same terms from any future trustee.

Immediately notify the Principal if any of the prohibitions are or may be breached.

4.4 EVENTS OF DEFAULT

The following will constitute a Contractor's Default:

- (a) any breach of any representation, warranty or obligation under this clause or any of the trust documents;
- (b) any winding up of the trust on the resolution of the beneficiaries or otherwise;
- (c) the trust is found to be improperly constituted;
- (d) any breach of trust;
- (e) you as trustee are found by a court not to have the requisite power to enter into the Contract or the trust documents or make the representations, warranties or obligations contained therein;
- (f) any receiver or receiver and manager is appointed to the trust property; or
- (g) the trust terminates.

5 NO PROPORTIONATE LIABILITY IN SUBCONTRACTS

Include in each Subcontract and Contract with a Supplier or a Consultant, a provision which excludes, to the extent permitted by law, the operation of Part 4 of the *Civil Liabilities Act 2002 (NSW)* and any equivalent statutory provision, in relation to all rights, obligations and liabilities in connection with that Subcontract or Contract whether such rights, obligations or liabilities are sought to be enforced as a breach of Contract or a claim in tort or otherwise.

6 CUSTOMS DUTY

If the Contract Price includes an amount for customs duty on materials which will be consumed for or will form part of the Works, promptly make all necessary applications to the relevant authorities for customs duty concessions which may be granted on the materials.

The Contract Price will be reduced by the amount of customs duty concession obtained or which should have been obtained, less the reasonable expenses incurred by you in obtaining the concession.

7 ROYALTIES AND FEES

Unless provided otherwise in the Contract, pay all royalties, fees and other payments payable for or in connection with any land, matter or thing used or to be used or supplied in performance of the Contract.

If directed by the Principal, before the issue of the Final Payment Schedule under Clause 23.3 of C 41 Minor Physical Works and Services (Terms for Contracted Work), give to the Principal a signed statement or statutory declaration that all royalties, fees and other payments have been paid or satisfied.

8 MORAL RIGHTS

Obtain in writing from your employees, Subcontractors, Suppliers, Consultants and licensees all necessary, unconditional and irrevocable:

- (a) consents permitted by applicable law, to any alterations to, or use of the existing intellectual property or intellectual property for the purpose of the Works that would otherwise infringe their respective moral rights, defined below, in such intellectual property, whether occurring before or after the consent is given; and
- (b) waivers permitted by applicable law of their respective moral rights outside Australia, for the benefit of the Principal.

Provide the Principal with copies of each written consent and waiver obtained under this clause, at the Principal's request, or within 14 days of the date of this Contract, whichever occurs first.

Use your best endeavours to ensure that none of your employees, Subcontractors, Suppliers, Consultants or licensee institutes, maintain or support any claim or proceeding for infringement of their moral rights by the Principal.

For the purposes of this clause, "*moral rights*" means any of the rights described in Article 6b of the *Berne Convention for the Protection of Literary and Artistic Work 1886*, being "*droit moral*" or other analogous rights arising under any applicable statute (including the *Copyright Act 1968 (Cth)*, its amendments or any other law of the Commonwealth).

9 WARRANTIES GENERALLY

Obtain the warranties, guarantees and defects liability rights ("Rights") in respect of Materials:

- (a) as specified in the Contract; and
- (b) as offered by Suppliers, Subcontractors and Consultants.

Use your best endeavours to ensure either that the Rights are created in favour of the Principal or that the benefit of the Rights are assigned to the Principal on request.

Hold the benefit of all Rights obtained or available to you also for the benefit of the Principal and enforce any of the Rights at the request of and for the benefit of the Principal.

10 MINERALS AND FOSSILS

The Principal is deemed to be the owner of all valuable minerals, fossils, articles or objects of antiquity or anthropological or archaeological interest, treasure trove, coins or other items of value found on the Site ("valuable items").

Immediately on discovery of a valuable item, take precautions to prevent loss or removal of or damage to the valuable item and notify the Principal of its discovery.

Your reasonable extra costs, if any, as determined by the Principal of taking such precautions will be reimbursed by the Principal.

11 INFORMATION DISCLOSURE

11.1 (NOT USED)

11.2 DISCLOSURE TO OTHER AUTHORITIES

The Principal may make information concerning you available to NSW Government authorities or agencies and others who are members of Austroads Ltd.

11.3 PRIVACY REQUIREMENTS

If, under the Contract, you are required to disclose personal information as defined under either of the *Privacy and Personal Information Protection Act 1998 (NSW)* or the *Health Records and Information Privacy Act 2002 (NSW)* (“the Acts”), you must:

- (a) if the disclosure is not authorised under the provisions of either of the Acts, obtain the consent of the natural person to whom that personal information relates in relation to the Principal’s collection and use of that personal information for the purposes of the Contract or the purposes authorised by the Contract;
- (b) ensure that the personal information disclosed is accurate; and
- (c) inform that natural person:
 - (i) that the personal information has been collected by the Principal; and
 - (ii) of any other matters that either of the Acts requires.

12 DATE COMPLIANT

Management systems must correctly process dates/times and must not produce ambiguous dates/times in documents and records.

13 TfNSW REPRESENTATIVE

13.1 LIMITATIONS

The powers and functions of the TfNSW Representative do not extend to the following in the C41 Minor Physical Works and Services (Terms for Contracted Work) (clause references quoted below are those in the C41 Minor Physical Works and Services (Terms for Contracted Work)):

- (a) Pay liquidated damages for delay (Clause 5.4.3);
- (b) Directions to suspend Contracted Work (Clause 5.6);
- (c) If you default (Clause 29);
- (d) If you are insolvent (Clause 30); and
- (e) No assignment (Clause 33).

13.2 SITE REPRESENTATIVE

The TfNSW Representative:

- (a) may from time to time appoint named persons (“Site Representative”) to exercise any or all of the powers and functions of the TfNSW Representative; and
- (b) must notify you in writing of any such appointment and the powers and functions delegated.

Any delegation under this Clause will not prevent the TfNSW Representative from exercising a delegated power or function.

An appointment may be revoked at any time by notice to you.

A Site Representative may on the same terms delegate the exercise of all or any of the powers and functions delegated to it (or revoke the delegation) but the Site Representative must not appoint more than one person to exercise a particular power or function.

14 COMMENCEMENT OF SITE WORK

14.1 NOTIFICATION TO PRINCIPAL

Before commencing work on the Site (including work on establishing your site facilities), give the Principal at least seven days written notice of proposed commencement or such shorter period agreed to by the Principal.

14.2 (NOT USED)

15 EXISTING UTILITIES – GENERAL

The information available on the locations of existing utilities is approximate only and in some cases may be inaccurate or incomplete. The Principal accepts no responsibility for and does not guarantee or make any representation as to the accuracy of the information. Make further enquiries and carry out investigations as may be necessary to locate any such utilities.

There may exist underground utilities which are not shown on the Drawings, or at locations or elevations different from those shown on the Drawings. Ascertain the exact location and elevation of each underground utility prior to doing any work that may damage such utility.

If any existing or proposed utility conflicts with the location or elevation of any item of construction shown on the Drawings, notify the Principal of such conflict. A conflict is not considered to exist unless an existing utility service occupies the same space as that intended for the item to be constructed or minimum clearances will be infringed. Any variation to the work required will be determined in accordance with Clause 9 of C41 Minor Physical Works and Services (Terms for Contracted Work).

Where your method of working results in additional adjustments being deemed necessary by any utility owner, arrange for and bear all costs in relation to those additional adjustments, notwithstanding that the Principal may have approved the method of working.

You will not be responsible for the routine maintenance of any utility installed or constructed by the various utility owners, but will be responsible for the protection of such utility during the currency of the Contract.

In certain instances, you may be required to provide the various utility owners with the opportunity to remove, relocate, or work on their utilities before you proceed with succeeding construction operations. Should you suffer any delay due to the moving of any such utilities, or the operations of any authority controlling such utilities, except where the delay is due to work chargeable to you or to your omission or negligent act, you may apply to the Principal for an extension of time in accordance with Clause 5.4 of C41 Minor Physical Works and Services (Terms for Contracted Work).

Do not stop the Works because of any operation by utility owners without the written agreement of the Principal.

Conduct your operations so as to interfere as little as possible with the operations of utility owners or their contractors on or near the Site. The Principal reserves the right to permit utility owners and others to work on or near the Site.

16 CONTRACTOR'S FACILITIES

Comply with the requirements of the “Code of Practice – Managing the Work Environment and Facilities”, issued by SafeWork NSW.

Carry out the pre and post-construction land condition assessments in accordance with Specification TfNSW G36 for the Principal’s land used by you for locating your site facilities.

Supply, equip, service and neatly maintain all necessary buildings, workshops and storage areas for the satisfactory completion of the Work. Provide properly constructed toilets and washing facilities for the use of all personnel.

Whether established on the road reserve or elsewhere, implement erosion and sedimentation control measures and include the cost in the rates generally.

Provide adequate rubbish receptacles. Service these receptacles regularly and to the satisfaction of the Principal to ensure that the construction area remains tidy.

Provide security for your buildings, materials, construction plant and machinery. Take all necessary precautions to make the area safe to the public.

Do not drive or park any plant and vehicles, including employees’ motor vehicles, on unpaved areas outside the Site without the approval of the Principal.

Protect, reinstate and revegetate all areas used by you within the nominated area. Reinstatement will include ripping, topsoiling and grass seeding or alternatively, turfing so as to reinstate the land to a condition at least similar to the condition before disturbance.

17 EXTRA LAND REQUIRED BY CONTRACTOR

Procure for yourself and at your own cost the occupation or use of or relevant rights over any land or space in addition to the Site which you may deem necessary for the execution of the Works or for the purposes of the Contract; and as a condition precedent to any obligation to return the Security, if so required by the TfNSW Representative, provide a properly executed release from all claims or

demands (whether for damages or otherwise howsoever) from the owner or occupier of and from other persons having an interest in such land.

18 KEEPING SITE CLEAN

Keep the Work Under the Contract clean and tidy as it proceeds and regularly remove from the Site rubbish and surplus material, from the start of Work Under the Contract including during the period for rectifying any Defects and during any period of maintenance by you.

The Principal may remedy any breach of this clause by you and the costs of remedy are a debt due by you to the Principal.

19 INFORMATION SIGNBOARDS

If information signboards are required under the Contract (refer Annexure G2-C41/A1), erect two (2) information signboards at prominent locations within the Site which are approved by the Principal.

Where so stated in Annexure G2-C41/A1, the Principal will supply the sign panels and associated mounting posts, attachment brackets and other accessories. Where the signboards are not supplied by the Principal, arrange for their manufacture and delivery to site. In such cases, the Principal will provide you with details of the sign face layout.

Do not erect on the Site any other form of sign bearing your name.

Remove the information signboards and dispose of them off site at the times stated in Annexure G2-C41/A1. Make good any disturbed ground caused by the removal of the signboards.

Payment for the supply (where required), erection, removal and disposal of the information boards is deemed to be included in the rates and prices generally.

20 NO ADVERTISING

Do not exhibit, or permit to be exhibited on the Site or on any land to which you have access under the Contract any advertisements, unless the written permission of the Principal has been obtained.

21 INSPECTION BY VISITORS

Refer all applications for Site inspections to the Principal. Do not arrange inspections by visitors without the Principal's prior approval. The Principal has the right to conduct inspections of the Works with visiting parties.

22 USE OF PUBLIC ROADS AND CARE OF TRAFFIC ASSETS

22.1 USE OF PUBLIC ROADS

Vehicles or equipment hauling material over public roads must be fitted with tight tailgates and have a freeboard of not less than 75 mm without cones or piles of material which may spill on to the roadway. Vehicles when loaded must comply with the requirements of the *Road Transport (Mass, Loading and Access) Regulation 2005 (NSW)* or such lower load limits as may have been set by the relevant authority, and provide evidence to this effect to the Principal.

Promptly remove from existing roadways all dirt and other materials that have been deposited by your hauling and other operations.

Take suitable precautions to ensure that under no circumstance could any rock be dislodged onto any adjacent roadway, track or railway track in use. Where the Principal considers that the precautions taken are not satisfactory, cease the work immediately until the necessary precautions have been taken.

Construction plant or equipment must not be allowed to park on or within the pavement or shoulders of any existing trafficked roadway.

If you wish to use public roads surrounding the Site for the purpose of undertaking Work Under the Contract, obtain approval from the relevant authority for the use of these public roads. Any conditions for such use are a matter between you and the relevant authority.

22.2 CARE OF TRAFFIC ASSETS

Notify the Principal prior to the commencement of work near traffic signals and other traffic facilities. The Principal will advise you if you also need to notify the TfNSW Transport Management Centre (TMC).

Where traffic signal detector loops or other traffic facilities loops are damaged or made inoperable during the course of work, notify the TMC and the Principal immediately.

Engage a Traffic Signal Contractor prequalified by the TfNSW to reinstate the loops.

Use prefabricated loops and reinstate the loops within 24 hours of them becoming inoperable, and have them connected and operating within a further 24 hours, unless a concession is granted by the Principal. All applications for a concession must be supported by documentation stating the reason for the application and the scheduled completion date.

Where detector loops and other traffic facilities loops need to be removed or made inoperable in order to complete Work Under the Contract, the costs of reinstatement will be borne by the Principal. Where the detector loops and other traffic facilities loops are damaged due to your act or omission, the costs of reinstatement will be borne by you.

23 USE OF STRUCTURES BY CONSTRUCTION PLANT

Unless stated elsewhere, structures within public roads, such as bridges and culverts, have not been designed for use by heavy construction plant. Such plant must not travel on the structures without the prior approval of the Principal.

If you intend for your heavy construction plant to travel on any such structures, carry out verification checks by calculation on the structural adequacy of the structure to carry the loads from the heavy construction plant.

Submit the calculations, which must be certified by a Chartered Professional Engineer with Membership of Engineers Australia (or equivalent) and practising in the field of structural engineering or equivalent, to the Principal for approval at least two weeks prior to the proposed date of travel on the structure by the plant.

An equivalent to membership of Engineers Australia would be an Engineer registered on the National Professional Engineers Register (NPER) in the general area of practice of Structural Engineering.

The submitted calculations must include details of contact locations, areas and weights, path of vehicle, speed and frequency of use.

This verification check must conform to the quality management requirements for design in TfNSW Q5.

24 SITE MEETINGS

At intervals of one month, unless otherwise mutually agreed between you and the Principal, arrange a duly authorised representative to attend the Site Meeting. Subcontractors and Consultants must also attend the Site Meeting if required by the Principal.

Unless otherwise agreed, the TfNSW Representative will chair the meeting and will arrange for the recording of minutes. Within one week of the meeting, the Principal must issue to you a copy of the minutes. Within three days of issue of the copy of the minutes, notify the Principal of any item from the meeting which in your opinion has not been correctly recorded. The agreed minutes must be confirmed at the next Site Meeting held.

25 EMERGENCY CALLOUT AVAILABILITY

Within fourteen days of the date of execution of the Contract, submit to the Principal information, to the satisfaction of the Principal, regarding the capability to answer requests for emergency action at any time, in relation to the Works and in relation to your responsibilities under the Contract regarding adjacent landowners, the general public and utility owners.

The cost of providing this capability and the cost of any actions necessary as a result of this capability is deemed to be your responsibility in accordance with Clause 7 of C41 Minor Physical Works and Services (Terms for Contracted Work).

26 COMMUNITY RELATIONS

Notify the Principal of any complaints received from members of the community concerning the Work Under the Contract. Deal with all such complaints promptly and provide written evidence to the Principal of actions proposed to deal with the complaints.

27 PRINCIPAL AND TfNSW REPRESENTATIVE MAY MAKE RECORDS

The Principal and the TfNSW Representative may record the progress and performance of the Works. Without limitation, records may be made:

- (a) in any medium;
- (b) at any place where work (including Testing) is being carried out or materials being prepared; and
- (c) as part of an audit or surveillance or for any other reason.

The Principal and the TfNSW Representative may use the records made for any purpose.

28 SCHEDULE OF RATES

28.1 APPLICATION

This Clause applies if a Schedule of Rates forms part of the Contract Documents. This Clause does not apply to any work which is covered by a lump sum specifically accepted by the Principal.

28.2 RATES AND LUMP SUMS

The rates and lump sums in the Schedule of Rates are deemed to include the cost of carrying out the whole of the Works, services and other incidentals associated with or necessary for the carrying out of the Works and the performance of your obligations under the Contract.

Where a section or item does not appear in the Schedule of Rates, the cost thereof is deemed to be included in the rate or lump sum for the section or item associated with that section or item, but where there is no section or item associated with that section or item, the cost thereof is deemed to be included in the rates or lump sums generally.

Where any section or item in the Schedule of Rates is unpriced by you, all costs applicable to that section or item is deemed to be included elsewhere in the Schedule of Rates.

Where the specifications or Drawings provide for the Principal to direct an item of work and the pay item/s is identified, the work is deemed to be the subject of a Provisional Quantity under the identified pay item/s.

A direction is not required to be given by the Principal by reason of the actual quantity of a section or item being greater than or less than the quantity shown in the Schedule of Rates for that section or item.

29 SCHEDULE OF PRICES

29.1 APPLICATION

This Clause applies if a Schedule of Prices forms part of the Contract Documents. This Clause does not apply to any work which is covered by a Schedule of Rates.

29.2 RATES AND PRICES

The lump sum accepted by the Principal covers everything associated with or necessary for your performance of the Contract.

You are deemed to have agreed that:

- (a) the cost of a work or service which is expressly covered by an item listed in the Schedule of Prices is included in the rate and price for the item; and
- (b) the cost of a work or service which is not expressly covered by an item listed in the Schedule of Prices is included in other rates and prices of the Schedule of Prices.

Errors in the Schedule of Prices must be corrected to ensure that the total of the rates and prices as extended for all items in the Schedule of Prices always equals the lump sum accepted by the Principal.

Correct the errors as agreed between you and the Principal or, if no agreement is reached, as determined by the Principal.

The rates and prices in the Schedule of Prices:

- (i) may be used to value variations; and
- (ii) must be used to assess the value of unincorporated Materials and the Value Completed properly included in a Payment Claim under Clause 23.1 of C41 Minor Physical Works and Services (Terms for Contracted Work).

30 (NOT USED)

31 (NOT USED)

32 RESPONSIBILITY FOR AND NOTICE OF MEASUREMENT

The measurement of work as required for the purposes of the Contract is the responsibility of the Principal. The Principal will give reasonable notice to you of the intention to measure work and you must, if so directed by the Principal, be represented at and assist in the taking of measurements. If you are not represented at the time appointed by such notice for the taking of measurements, the Principal may proceed in your absence and the measurements taken by the Principal will be binding on you.

A record of the measurements will be kept by the Principal and will, on request by you, be made available to you.

33 (NOT USED)

34 SPECIFICATIONS AND TEST METHODS

The TfNSW Specifications and Test Methods stated in the Contract Documents, including any project specific amendments, apply to the Contract.

Except for copies of any special test methods included in the Contract Documents, copies of TfNSW Test Methods will not be provided.

Copies of TfNSW Test Methods and model specifications may be downloaded from the Transport Standards Portal at <https://standards.transport.nsw.gov.au/>

35 MANAGEMENT SYSTEMS AND PLANS

35.1 GENERAL

Plan, establish, implement and maintain the specified Management Systems and Plans required by the Specifications and demonstrate compliance in accordance with the Contract. Failure to do so is deemed to be a Contractor's Default in accordance with Clause 29 of C41 Minor Physical Works and Services (Terms for Contracted Work).

Pursuant to Clause 23.5 of C41 Minor Physical Works and Services (Terms for Contracted Work), the Principal is not required to make payments to you under this Contract until you have complied with the requirements of this Clause 35.

35.2 RECORD KEEPING

Record keeping of the specified Management Systems and Plans must comply with TfNSW Q5.

36 CONFORMANCE RECORDS

The Conformance Records under Clause 23.1.3 of C41 Minor Physical Works and Services (Terms for Contracted Work) must be a summary of product quality records which demonstrates conformity of the Works with Contract requirements.

The summary must indicate the Lots or components, or both, of the Works which have achieved full conformity with Contract requirements.

37 (NOT USED)

38 (NOT USED)

39 (NOT USED)

40 CHRISTMAS CLOSEDOWN PERIOD

If the Principal extends the Date for Completion of the Works such that the adjusted Date for Completion falls on or after the start of a Christmas Closedown Period, then unless agreed otherwise

with the Principal, the days that are deemed to comprise the Christmas Closedown Period and which are not considered to be working days are set out in the table below:

Day of Week on which Christmas Day falls:	Start of Closedown Period will be:	End of Closedown Period will be:
Monday	Monday 25 December	Sunday 7 January
Tuesday	Monday 24 December	Sunday 6 January
Wednesday	Monday 23 December	Sunday 5 January
Thursday	Monday 22 December	Sunday 4 January
Friday	Friday 25 December	Sunday 10 January
Saturday	Saturday 25 December	Sunday 9 January
Sunday	Saturday 24 December	Sunday 8 January

41 WORK-AS-EXECUTED DRAWINGS

Maintain and progressively update throughout the duration of the Contract a set of paper drawings in A1 size showing the work-as-executed (WAE) details for the works.

By the Actual Completion Date for the whole of the Works, provide to the Principal a paper set in A1 size of WAE drawings.

If so specified in Annexure G2-C41/A5, provide also an electronic copy of the WAE drawings in the manner specified in Annexure G2-C41/F.

Further requirements for the preparation of WAE drawings are stated in Annexure G2-C41/F.

Examples of amended details include (but are not necessarily limited to) the following where they have been amended from those shown in the design drawings:

- (a) Batter slopes.
- (b) Road geometry, such as alignment, levels or cross-falls.
- (c) Pavement cross-section details, particularly those adjoining an existing pavement.
- (d) Subsoil drainage, such as levels and alignment and types.
- (e) Stormwater drainage system, such as alignment, levels, pit types and locations, and pipe sizes.
- (f) Kerbs such as kerb types and locations.
- (g) Safety barriers, such as barrier types and locations.
- (h) Pavement markings.
- (i) Concrete structures, such as shape, levels and reinforcing details.
- (j) Steel structures (including those supporting major signs), such as shapes, levels and welding and bolting details.
- (k) Piles, such as toe levels, position deviation (but only those exceeding tolerance), and any additional piles driven within the pile group.
- (l) Bridge bearings, expansion joints and other proprietary products installed.
- (m) Noise Walls.

- (n) Reinforced Soil Walls.
- (o) Street or tunnel lighting.
- (p) Intelligent transport system (ITS) cables.

42 CARE, PROTECTION AND PRESERVATION OF SURVEY CONTROL AND CADASTRAL MARKS

No survey control or cadastral marks including permanent survey marks, boundary marks, reference marks and benchmarks as defined by the *Surveying and Spatial Information Act 2002 (NSW)* and *Surveying and Spatial Information Regulation 2012 (NSW)* are to be damaged, disturbed or destroyed without prior authorisation from the NSW Surveyor General.

Comply with Specification TfNSW G71 for care, protection and preservation of survey control and cadastral marks.

Comply also with TfNSW G71 for submission of the PROJECT QUALITY PLAN for construction surveys.

Maintain an up-to-date Survey Control and Cadastral Marks Register of all survey control marks that make up the Survey Control Network and the cadastre in accordance with TfNSW G71.

By the Actual Completion Date for the whole of the Works, submit to the Principal the final Survey Control Marks and Cadastral Marks Register, together with evidence that all destroyed survey control and cadastral marks have been replaced in accordance with the NSW Surveyor General's requirements and all cadastral plans, locality sketches and diagrams relating to the Survey Control Network and the cadastre have been submitted as required by NSW Surveyor General's Direction Nos. 11 and 12.

43 (NOT USED)

44 (NOT USED)

ANNEXURE G2-C41/A – PROJECT SPECIFIC REQUIREMENTS

NOTES TO TENDER DOCUMENTER: (Delete this boxed text after customising Annexure G2-C41/A)

Where “Yes / No” or other type of options are shown in the following sections, delete whichever option that is not applicable.

A1 GENERAL**A1.1 Supply and Removal of Information Signboards**

Refer to Clause 19.

Item	Description	Requirement
A1.1.1	Information signboards required	Yes / No
A1.1.2	Information signboards supplied by the Principal	Yes / No ⁽¹⁾
A1.1.3	Information signboards to be removed at	Completion / 12 months after Completion / Not applicable

Notes:

⁽¹⁾ Where signboards are not supplied by the Principal, the Principal will provide details of the sign face layout.

A2 (NOT USED)**A3 (NOT USED)****A4 WORK-AS-EXECUTED DRAWINGS**

Refer to Clause 41.

Item	Description	Requirement
A4.1	Paper set of WAE drawings in A1 size required	Yes ⁽¹⁾
A4.2	Electronic copy of WAE drawings required	Yes / No
A4.3	If requirement for item 2 is “Yes”, electronic format required	intelligent pdf ⁽²⁾ / CADD software ⁽³⁾ / Not applicable

Notes:

⁽¹⁾ A paper set of WAE drawings is always required.

⁽²⁾ pdf produced from electronic design model, of resolution 300 pixels per inch (ppi) when displayed in A1 size. pdf must not be scanned copies of paper WAE drawings.

⁽³⁾ WAE details incorporated in electronic design model using standard TfNSW CADD software.

A5 (NOT USED)

A6 (NOT USED)

ANNEXURE G2-C41/B – MEASUREMENT AND PAYMENT

Except where specific pay items are provided, all costs associated with complying with the general requirements detailed in this Specification are deemed to be included in the rates and prices generally for the Work Under the Contract.

Pay Item G2-C41P1 (Not Used)

Pay Item G2-C41P2 WAE Drawings

Pay Item G2-C41P2 is a Lump Sum item.

The Lump Sum provides for the costs of all work associated with the preparation, printing and certification of a paper copy of WAE drawings and if specified in Annexure G2-C41/A5, preparation of an electronic copy.

50% of the Lump Sum will be paid on a pro-rata basis, having due regard to the progressive provision of WAE drawings (or evidence that they are under active development).

Payment of the remaining 50% of the Lump Sum will be made on receipt of the final WAE drawings.

NOTES TO TENDER DOCUMENTER: (delete this boxed text after drafting TfNSW G2-C41)

The Lump Sum for Pay Item G2-C41P2 is not to be a tendered Lump Sum but a Lump Sum set by the Principal.

ANNEXURE G2-C41/C – SCHEDULE OF IDENTIFIED RECORDS

Refer to Clause 1.1.3.

C1 (NOT USED)

C2 SCHEDULE OF IDENTIFIED RECORDS

The record listed below is an Identified Record for the purposes of TfNSW Q5.

Clause	Description of Identified Record
26	Details of complaint received from members of the public concerning the work.

ANNEXURE G2-C41/D – (NOT USED)

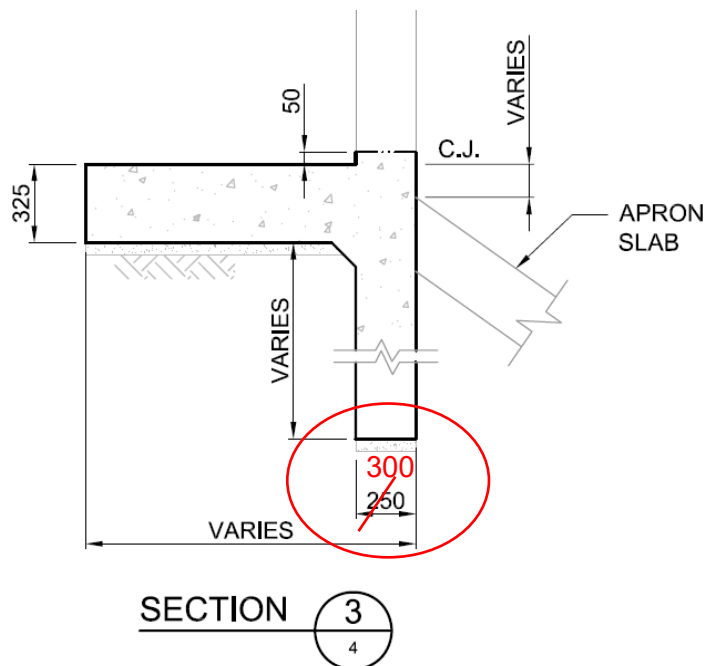
ANNEXURE G2-C41/E – (NOT USED)

ANNEXURE G2-C41/F – REQUIREMENTS FOR WAE DRAWINGS

F1 CHANGES OR AMENDMENTS ON DRAWINGS

- All changes must be marked in red.
- Added lettering or callout text must be in red and at least 3.5 mm high on an A1 sheet. The text must still be easily readable if the drawing is reproduced in A3 size.
- The amendments depicting work-as-executed details must be prepared carefully and accurately, shown in red colour and indicated by encircling the amended details with a red circular or oval “bubble” or a wavy line (“clouded”).
- The original detail or dimension must be shown and struck through with a red line (or red cross marks) and the new detail or dimension must be shown in red.

Example:



- The original design and the work-as-executed details must be clearly distinguishable and be of acceptable quality to enable permanent storage of the drawing, microfilming and electronic scanning.
- If insufficient room is available on the drawing for changes to be indicated clearly, a new sheet must be added, with suitable changes made to the index. WAE changes must not be shown on the back of drawings.

F2 CERTIFICATION

Every set of WAE drawings must be certified and signed by a person employed by the Contractor who is in a position to know the details of the WAE changes.

The certification must state: “I certify that the work has been constructed in accordance with these drawings including the changes marked in red”. The certification may be integrated with the WAE stamp as shown in Example 2 below.

Every sheet of the WAE drawings must be stamped with an appropriate red certification, and signed. If you advise the Principal that a signature on each sheet is not practical (as in the case of a very large set of drawings), the Principal may accept the WAE drawings with the first sheet stamped and signed (as shown in either Example 1 or Example 2), and with all other sheets bearing an appropriate marking (as shown in Example 3).

Example 1: Acceptable style for a single drawing or the first sheet of a set of drawings, with the certification inserted under or adjacent to the stamp, as illustrated below.

These plans comprising sheets in total show

WORK-AS-EXECUTED

Signed..... Date.....

Position.....

I certify that the work has been constructed in accordance with these drawings including the changes marked in red.

Signed..... Date.....

Name..... Position.....

Example 2: Acceptable style for a single drawing or the first sheet of a set of drawings, with the certification integrated within the stamp, as illustrated below.

These plans comprising sheets in total show

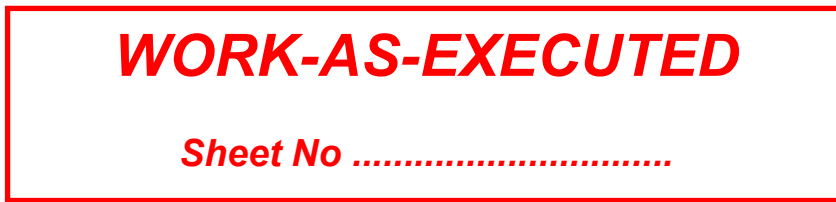
WORK-AS-EXECUTED

I certify that the work has been constructed in accordance with these drawings including the changes marked in red.

Signed..... Date.....

Name..... Position.....

Example 3: Acceptable style for following sheets of a set of multiple drawings



ANNEXURES G2-C41/G TO G2-C41/L – (NOT USED)

ANNEXURE G2-C41/M – REFERENCED DOCUMENTS

Refer to Clause 1.1.4.

TfNSW Specifications

TfNSW G36	Environmental Protection
TfNSW G71	Construction Surveys
TfNSW Q5	Quality Management (Minor and Maintenance Works)

SafeWork NSW Documents

Code of Practice – Managing the Work Environment and Facilities

Legislation

Civil Liabilities Act 2002 (NSW)

Copyright Act 1968 (Cth)

Corporations Act 2001 (Cth)

Health Records and Information Privacy Act 2002 (NSW)

National Measurement Act 1960 (Cth)

Privacy and Personal Information Protection Act 1998 (NSW)

Road Transport (Mass, Loading and Access) Regulation 2005 (NSW)

Surveying and Spatial Information Act 2002 (NSW)

Surveying Standards

Surveyor General’s Direction No 11 “Preservation of Survey Infrastructure”

Surveyor General’s Direction No 12 “Control Surveys and SCIMS”