

## MACQUARIE UNIVERSITY OFFICE OF FACILITIES MANAGEMENT

### STANDARD SPECIFICATION (PRELIMINARIES) FOR SMALL WORKS

#### SWP (EDITION 2006 – dated 18 July 2006)

1. **PREAMBLE:** All work in this contract shall be carried out strictly in accordance with the requirements of the documents provided, and any supplements thereto, and to the satisfaction of the Director of Office of Facilities Management or his representative (hereafter referred to as the Supervising Officer). All workmanship and materials shall be first quality. Materials shall be new unless expressly approved otherwise.
2. **INSURANCES:** Proof of the following insurance covers shall be submitted to the Supervising Officer before work commences. Policies shall be kept effective until all work is completed.
  - (a) Public Liability insurance for not less than \$10,000,000.
  - (b) Worker's Compensation or Employer's Liability for not less than required by law.
3. **PRIOR NOTICE:** Before any work is commenced on site, the contractor shall contact the Supervising Officer. Where the contract entails work within an existing building, at least one week notice of the anticipated date of commencement shall be given.

Where it is intended to use materials that produce fumes during their use, eg paint, cleaning solvents, glues, etc at least one week's notice must be given to the Supervising Officer accompanied by the relevant Product Data Sheets. If the material poses an OH&S risk, forced ventilation may be required. Work must not proceed until clearance is given by the Supervising Officer.

4. **PROGRAM:** The contractor shall submit a program for carrying out the works to the Supervising Officer, and shall adhere to the agreed schedule without undue interruptions or absences.

Any stoppages or interruptions occurring through circumstances beyond the contractor's control shall be notified to the Supervising Officer at the time of interruption. If the delay is prolonged the contractor's materials, plant and equipment shall be stored by the contractor so as to cause no obstruction or inconvenience to University operations.

5. **OUT OF HOURS WORK:** Work outside normal working hours will require approval of the Supervising Officer. Access to work areas on weekends and Public Holidays will only be given on production of a permit issued by the Supervising Officer. General work hours : 6am – 5.30pm Monday to Saturday.
6. **DELIVERIES:** The contractor shall be entirely responsible for materials and goods delivered to the University. No goods or materials will be received in the

contractor's absence unless prior arrangements have been made with the Supervising Officer in which case clear and precise delivery locations must be given to the couriers.

7. **CONTRACTOR'S RESPONSIBILITIES:** The contractor shall supply all materials, labour, plant and equipment necessary to complete the works unless expressly stated to the contrary. The contractor shall provide all hoardings, barriers, drop sheets, warning notices, night lighting, weather proofing and means of de-watering for the protection of persons and existing University structures and services. A contractor's representative capable of receiving and implementing instructions is to be present on site at all times during the project. Provide any temporary telephones as required for the works. Pay all charges for installation, rental and calls. Pay all charges for removal on completion.
8. **SUPPLY AND FIX:** Where noted in specifications and/or on drawings, the words 'supply', 'provide' and the like shall mean supply **and** fix unless expressly stated to the contrary.
9. **MATCH EXISTING:** All new work and making good shall match existing adjacent work as closely as possible, unless specified or directed otherwise. All dimensions shown on drawings shall be checked on site before commencement of work, and any discrepancies clarified with the Supervising Officer.
10. **EXPLOSIVE TOOLS:** Explosive tools shall not be used, except in special circumstances approved in **writing** by the Supervising Officer.
11. **PETROL DRIVEN TOOLS:** Petrol driven tools shall not be used inside any occupied University building or near any building air intakes without prior approval from the Supervising Officer. Such approval would be conditional upon using suitable forced draft fans to properly ventilate the area.
12. **MANUFACTURED ITEMS:** All manufactured items shall be fixed strictly in accordance with manufacturer's instructions. Warranties or guarantees shall apply in full from the completion of the contract.
13. **EXISTING SERVICES:** The contract shall not interfere with any operative building service. If an interruption to a service is required, the contractor shall give the Supervising Officer at least 14 calendar days notice of the required interruption. This is to allow the Supervising Officer time to make the necessary arrangements and to inform the building occupants. Failure to observe this procedure may result in contract delays, for which no extensions of time or cost extras will be approved.
14. **UNIVERSITY PROPERTY:** Any items of furniture, equipment or fittings removed as part of this contract shall remain the property of the University, unless expressly stated to the contrary and, together with any other items noted on the drawings to be retained, shall be stored by the contractor at a nominated location on the University site as directed.

15. **FEES:** The University will make direct payment of building fees, where applicable, to Council and Sydney Water. The contractor shall allow and pay all other fees, including Sydney Water sub-contractor's permit fees, arrange all inspections required and carry out all work in accordance with relevant SAA codes, authorities' requirements and other applicable regulations.

On completion of the contract works the contractor shall arrange for and provide the following where applicable:

Electrical - A 'Notification of Electrical Work' (NOEW) Supply Authority copy and Customer copy, completed and signed, is to be handed to the Supervising Officer who will arrange to forward the Supply Authority copy to Sydney Electricity. If the contractor needs the Supply Authority copy to arrange a progress inspection the Customer copy only is to be given to the University for its records.

Information that must be included on the NOEW in addition to the electrical load is:

- Building, Room, Distribution Board and Circuit Breaker numbers.
- Plumbing and Drainage - a Sydney Water certificate.

16. **TAXES:**

a) GST

1. For the purposes of this Clause the following expressions shall have the following meanings:
  - (i) A GST means any tax imposed on the supply of goods or services which is imposed or assessed under GST Law.
  - (ii) A GST LAW means a New Tax System (Goods and Services Tax) Act 1999 (as amended) and all related ancillary legislation which provides for a broad based consumption tax on the supply of Goods and Services which becomes operative in respect of the provisions of this Agreement.
2. If this Agreement or any supply under or in respect of this Agreement becomes subject to GST, and if the recipient of the consideration is liable to GST in relation to any supply under this Agreement, the parties agree that the amount payable for any supply under or in respect of this Agreement by any party shall be adjusted by the amount of the GST.
3. Each party agrees to do all things, including providing invoices or other documentation in such form and detail that may be necessary to enable or assist the other party/ies to claim or verify any input tax credit, set off, rebate or refund in relation to any GST payable under the Agreement or in respect of any supply under this Agreement.
4. As required by any applicable legislation, where identifiable cost savings are realised by virtue of the enactment of the GST LAW, those cost savings will be reflected in the calculations of the consideration under this Agreement.

17. **TRADE WASTE:** All trade waste, surplus material and rubbish shall be removed progressively from the site to prevent accumulation, and on completion the work area shall be left in a clean and tidy condition. Any damage to external areas of the site as a result of the works shall be reinstated by the contractor as directed by the Supervising Officer. All clearing or reinstatement by the contractor shall be carried out at no cost to the University.

Any builder's rubbish not removed will be removed and any charges incurred shall pass onto the main contractor.

18. **NUISANCE:** The contractor shall take all reasonable steps to limit the creation of any dust and noise nuisance which might arise during the execution of the works.

The Supervising Officer may direct that work cease until such time as any particular dust and noise nuisance has been controlled to his satisfaction. All costs associated with control of dust and noise shall be included in the Contract Sum.

NOTE: For refurbishment building projects, noise and mechanical vibration of the building via percussion drilling of masonry/concrete/brick walls will be restricted to the hours of 6.00am – 9.00am, and after 5pm Monday to Friday, all day Saturday and Sunday.

Under the Smoke-Free Environment Act 2000, the University has a policy in place regarding smoking and a smoke-free working environment.

The University has a legal responsibility to provide a smoke-free working environment.

You must not smoke in any indoor areas, external areas near windows, doors and air in-take vents.

19. **TREES:** All trees are to be protected from damage and plant operations are to be kept well clear. Any tree damage during the work is to be replaced upon the Supervising Officer's direction and at the contractor's expense.

20. **OCCUPATIONAL HEALTH AND SAFETY:** The contractor shall ensure that:

- (a) the work is at all times carried out in accordance with the Occupational Health and Safety Act and associated regulations and all persons employed on the site are made fully aware of the legislation;
- (b) the building site, and any other location of building activity, shall be maintained in a safe condition at all times;
- (c) due regard is taken to ensure the public is protected from any potentially dangerous situation;
- (d) accident reports are to be kept of all persons employed on the site and the Supervising Officer is to be promptly advised of any incident;

- (e) any dangerous condition, fault, breakage, leak or other breakdown is to be immediately reported to the Supervising Officer and corrected without delay.
21. **BEHAVIOUR:** As a courtesy to all users of the University campus, the following should be observed:
- It is University policy that there is NO SMOKING inside the buildings.
  - There are to be no radios played on job sites.
  - There is to be no sexual harassment to any person on campus, eg wolf whistles or the like.

22. **PARKING:**

- (a) You must have an appropriate parking permit and may only park in marked bays.

Contractors Permits:

Each project and the principal contractor on the project will receive one (1) contractor's permit from the Office of Facilities Management. The permit allows the contractor's vehicle to be parked in the general parking areas. It does not guarantee location proximity or a place to park. Contractor's employees, subcontractors and providers must obtain and display a valid University parking permit. Should there be a dedicated contractor's compound for the duration of the project, vehicles parked inside the compound, inclusive of contractor's, employees, sub-contractors, deliveries, services providers are exempt and do not need to display a valid permit. A fee determined by the University will be charged for loss, replacement or non-return of this permit.

Loading and Unloading

Loading and unloading in designated marked/sign-posted areas may only be used for the purpose of loading and unloading by University Services vehicles including those belonging to Colleges, Contractors, Suppliers and external services vehicles and for a period of less than one (1) hour (60 minutes) or as defined by the parking control sign. Loading and unloading close to building in areas not marked or sign posted requires a half-hour parking exemption permit.

- (b) Anyone found not parking in accordance with the University's Traffic and Parking Rules may be served an infringement payable to the NSW Police Service Infringement Processing Bureau.

Appeals:

If you receive an infringement notice and believe you can demonstrate reasonable and acceptable grounds for an appeal, the infringement notice may be appealed within the specified time mentioned on the infringement by writing to the NSW Police Infringement Processing Bureau – P O Box 999, Hunter Region MC, NSW 2310.

## 23 WORKERS COMPENSATION

Effective 1 July 2003, the University as a principal contractor, will need to check that the subcontractors have the proper workers' compensation insurance, have paid all workers' compensation premiums associated with that work, and are up to date with their premium payment.

Legislation requires that the University must obtain:

- A copy of the contractor's Certificate of Currency;
- A signed copy of the Subcontractor's Statement regarding Workers' Compensation Payroll Tax and Remuneration (**see attached form**)

The University has implemented the following procedures:

- For all new work, the contractor must provide these two certificates at the time of quote given (either written or verbal)
- For work in progress, the certificates are required before payment will be made.

Also, the principal contractor should check that their subcontractors are classified in the correct industry, have declared an appropriate amount of wages for their insurance cover and have signed a statement that all workers' compensation premiums applicable for that work have been paid.

## 24 FIRE ISOLATION

Contractors are to advise the Office of Facilities Management if requiring isolation of fire equipment and must complete the attached form. The form (**attached**) is authorised by the Office of Facilities Management who is assigned to the Project/Works/Activity.

Details of other impairments should be forwarded to FM Global, where possible, prior to the impairment so that OFM have sufficient time to review the details, and where possible, provide advice or assistance. Ideally, 48 hours advance notice would be appreciated.

If the precautions section of the form has not been ticked where appropriate, Security may return the form to the OFM Officer to be amended.

If the reason for the impairment is hot work, then a hot work permit shall be attached to the isolation form.

Note: Security will only authorise the isolation form for emergency work.