

SECTION 33

PROJECT PRELIMINARIES

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Version	Date	Authors	Summary of Changes
1	19/8/14		Issue to web

1 DESCRIPTION OF THE WORKS

The Works generally comprise of the....(describe the project)

This scope is complete with associated site, services and ancillary work as documented or otherwise required to satisfactorily complete the work under the Contract.

Location: James Cook University, **Townsville** Campus, **Townsville, Queensland 4811**.

Real property description: **Lot xx of XXXX**.

Contractors are required to accord with the Assess to James Cook University Campuses letter dated 28 May 2013 (Appendix A).

A list of current Work Permit Forms that need to be submitted to the Superintendent no less than 5 working days prior to the Works / access being undertaken, with all supporting documentation, include the following (Refer Appendix B):

- Asbestos Permit (Form PER002 Rev 1.0)
- Isolate Fire Protection System Permit (Form PER003 Rev 1.0)
- Hot Works Permit (Form PER004 Rev 1.0)
- Confined Spaces Permit (Form PER005 Rev 1.0)
- Overhead or Roof Work Permit (Form PER006 Rev 1.0)
- Working at Heights Permit (Form PER007 Rev 1.0)
- Excavation Work Permit (Form PER008 Rev 1.0)
- High Voltage Permit (Form PER009 Rev 1.0)

The Superintendent will arrange authorisation and advise the Contractor accordingly. Works may not commence until authorisation is confirmed.

2 STATUTORY REQUIREMENTS

Prior to entering into this agreement JCU has, in respect of the lawful requirements of public and other authorities applicable to the Works, obtained assessments under the Building Act and the Plumbing and Drainage Act. JCU has undertaken to pay the statutory charges applicable to Building Act and Plumbing and Drainage Act compliance assessment.

JCU has also undertaken to notify the Building and Construction Industry (Portable Long Service Leave) Authority ("QLeave") of the building and construction work described in the Contract documents, and to pay all fees required under the provisions of the Building and Construction Industry (Portable Long Service Leave) Act.

The Contractor shall give notice and pay fees in respect of all other statutory requirements e.g. for Local Authority on-site drainage inspections; comply with all relevant statutory requirements in accordance with the Contract conditions; and take responsibility as the Principal Contractor under Work Health and Safety Regulation 2011.

JCU will obtain Building Act compliance assessment for the Works in the form of a Building Code Assessment Summary and furnish the Contractor with one set of Building Act compliance documents after acceptance. Keep these documents on site as required by the Building Act 1975.

Building Inspections that are required shall be conducted by the Certifier who JCU has appointed as the Building Certifier. It will be the Contractor's responsibility to liaise with the nominated inspector.

Prior to requesting Practical Completion, prepare and submit all required documents to the officer nominated to perform required Building Act Inspections, subject to the provisions of the Building Regulation 2006.

3 DOCUMENTS

The Contract documents include:

- Australian Standard General Conditions of Contract (**confirm which Contract is to be used**);
- Specifications;
- Tender form and accompanying information;
- Drawings listed in the Schedule in this Specification;
- Any other drawings or documents issued in accordance with the Contract during the course of the Contract.

If the Works include alterations or additions to existing work, verify the dimensions of the existing work before proceeding and notify discrepancies as required by the Contract.

Where the Contract requires the Contractor to supply documents such as shop drawings, technical schedules, or other written information, supply them in sufficient time for examination and revision if necessary, to occur before they are required for use.

Refer to JCU Design Guidelines for requirements on As-Build drawings.

Copyright in electronic drawing and other electronic document files remains with JCU.

4 NOMINATED SUBCONTRACTORS OR SUPPLIERS

Provide at no cost to the nominated Subcontractor or Supplier the normal facilities for the proper performance of the nominated Subcontract, including the following:

- access to the site;
- storage areas;
- water, power, and other services necessary for the performance of the work;
- messing, changing and sanitary accommodation;
- scaffold and hoisting facilities as provided for and during the period of the Contractor's own use, including operators, but not labour for loading and unloading.

5 PROGRAM OF WORK

The Contractor shall supply a construction program in accordance with the contract for approval within 2 weeks of commencement of the Works.

It is a requirement of JCU that the Contractor maintains and updates the Works Program.

6 SITE COMMUNICATION

START-UP MEETING

The project will have a pre-start meeting. The Superintendent and Project Manager shall attend in conjunction with representatives of the Contractor and appropriate Consultants. The purpose of the meeting is to allow the JCU, Project Manager and appropriate

Consultants to explain the project's concept, any concerns or issues that are important during the construction stage, and important design characteristics. The pre-start meeting also establishes the basis for good communication between all parties.

The purpose of this meeting is also to set the agenda and conduct for future site meetings.

Minutes for the pre-start meeting will be taken and distributed by the Superintendent.

SITE MEETINGS

Throughout the duration of the Contract, arrange meetings at fortnightly or other agreed intervals with the Contractors representative and key staff, Superintendent, Project Manager, appropriate Sub-contractors, and Consultants as required.

Contractor to take minutes of site meetings and forwarded to the Superintendent within three working days after each meeting.

At the first site meeting, submit to the Superintendent the names and telephone numbers of all responsible persons who may be contacted after hours during the course of the Contract.

COMMUNICATIONS MANAGEMENT PLAN

In conjunction with the Superintendent, develop a site-specific communications management plan to:

- confirm the roles and responsibilities of all parties to the Works;
- establish clear and effective lines of communication between these parties;
- facilitate transfer of knowledge about all aspects of the Works to JCU;
- support attention to technical and administrative communications required under the Contract;
- Provide emergency and out of hours contact lists.

MONTHLY REPORT

The Contractor is to prepare and submit a Monthly Progress Report on the 1st day of each month in a format to be agreed with the Superintendent addressing at least the following items:

- Executive Summary
- Progress in Month
- Scope Changes
- Project risks
- Safety Report
- Summary of submitted and outstanding RFIs, Site Directions, Variations, EOTs, Subcontract letting and Contractor Claims.
- Current Photos

CORRESPONDENCE

The proprietary **Aconex / Microsoft Outlook** is to be used on this project to carry out all communication between the Design Team, Superintendent and JCU. The Contractor may gain free access to this system for this project. The Contractor and his Subcontractors shall at no cost to JCU arrange and undertake any training necessary to use Aconex for the project.

7 SITE ESTABLISHMENT

Prior to mobilising on site the Contractor must submit and seek approval of a Site Establishment and Traffic Management Plan detailing proposed locations of the following:

- Site Offices
- Site Lunchroom
- Site First Aid facilities
- Site Toilets
- Site Fence
- Fire Hydrant and extinguisher locations
- Emergency Evacuation points
- Points of connection for power, water, sewage
- Temporary Switchboards
- Contractor Parking
- Traffic management including
 - Traffic flow
 - Loading and delivery areas
 - Pedestrian access
- Directional and Advisory signage
 - Clear identification paths for Site Visitors

The Contractor is to provide, erect and maintain a satisfactory site office in a location to be agreed with the Superintendent having sufficient lighting and air conditioning, a long bench for reading drawings, adequate drawer space for storing drawings and documents, adequate lockable drawer space for the Building Act compliance documents, and sufficient space at a meeting table for 12 persons. Remove on completion and make good the site.

The Contractor should make available 5 new safety helmets and 5 new safety vests for the use of visitors.

8 QUALITY ASSURANCE

The minimum Quality Assurance System required is a Second or Third party Certified Quality Assurance System to AS/NZS ISO 9001 excluding design in the capability statement.

Within 21 days of Tender acceptance, provide a copy of the Project Quality Plan to the Superintendent. Keep on the site an “up to date” Project Quality Plan available to the Superintendent for review.

9 PROTECTION OF PEOPLE AND PROPERTY

Provide safe access to occupied premises for JCU and such authorised persons as shall be notified to the Contractor.

JCU staff and students will continue to operate out of **Building XX** during the works periods. Accordingly the Contractor is required to provide safe access for persons at all times to minimise nuisance to operations and ensure their safety. Reduced noise and restricted working hours may be needed during exam periods.

Provide clear circulation paths, signage and notification of work at all times and to make safe pedestrian paths of travel during the construction period.

Submit the Building Access plans to the Superintendent for approval prior to the Works being undertaken to allow JCU to notify staff and students.

Protect operations of JCU against dust, dirt, noise, power outage or other nuisance by means of temporary screens, careful working methods, reprogramming of disruptive work, and other appropriate measures.

Limit work under the Contract to designated work areas only, as indicated on the drawings. Access by the Contractor and work personnel to other areas within JCU will be restricted to access for which prior approval has been obtained from the Superintendent.

Should the Works undertaken impact on any Emergency Evacuation Plans for JCU facilities, an updated Emergency Evacuation Plan will be required to be prepared by the Contractor for agreement with the Faculty and to be drawn by JCU Estate Office.

10 ADJOINING SITE AREAS AND BUILDINGS AND EXISTING SERVICES

A joint inspection with the Superintendent and Contractor prior to and on completion of the Works will be required to agree the condition of all adjoining areas. The Contractor is to submit a photographic Dilapidation Survey Report within 1 week of the inspection which will be confirmed by the Superintendent as an accurate record. Areas damaged by the Contractor, including temporary set down and parking areas, will require remediation at the Contractor's expense.

The Contractor is responsible to identify and deal with existing services encountered, obstructed or damaged in the course of performing the work under the contract. JCU will provide existing survey and As-Constructed information available; however this may not be accurate or wholly inclusive of all services. If the service encounter is to be continued, repair, divert, relocate as required. If the service is to be abandoned cut and seal or disconnect and make safe. The contract sum shall be deemed to include the cost of dealings with existing services.

The Contractor is required to notify the Superintendent immediately upon the discovery of undocumented services or obstructions not shown on the drawings.

11 WORK HEALTH AND SAFETY

(Refer to JCU Design Guidelines Section 4 – WH&S for full requirements)

SAFETY PLAN

In accordance with Work Health and Safety Regulation 2011 a Contractors Safety Plan must be submitted and approved prior to the Works commencing which states the Contractors responsibilities, work method and actions to be undertaken and when they will be undertaken in accordance with the Works Program.

JCU SAFETY INDUCTION

The Contractor must attend JCU's Workplace Health and Safety Induction at no cost to JCU prior to commencing works on site. It is the Contractors responsibility to translate all JCU specific WHS requirements onto all Subcontractors and Suppliers under their control in the Contractors Project Site induction. The Superintendent will undertake site audits to ensure this has occurred.

WHS AUDITOR

JCU's WHS Office may undertake irregular audits of the site to ensure all work being undertaken is in accordance with current WHS practices and may in liaison with the Superintendent recommend whether or not:

- work should be suspended for safety reasons;
- urgent action is needed to protect the work under the Contract, other property, or people.

JCU WHS Office shall verify that Corrective Action Notices are finalised, and notify the Superintendent when they have all been finalised. If, in the JCU WHS Office opinion, any

are taking too long to finalise then notify the Superintendent of this opinion, and make recommendations as required by.

TEMPORARY BARRICADES, HOARDINGS AND OTHER RISK CONTROL MEASURES

In accordance with Work Health and Safety Regulation 2011, enclose all work and plant areas with temporary barricades, hoardings and other appropriate risk control measures. Incorporate lockable gates providing an equal level of risk control, where necessary. Remove on completion and make good all affected areas.

ACCIDENT REPORTS

Promptly notify the Superintendent of any occurrence, and furnish a written report, of the following:

- accidents involving death or personal injury;
- accidents involving loss of time;
- incidents with accident potential such as equipment failure, slides, cave-ins, and the like.

PROGRESSIVE CLEANS

The Contractor must undertake daily internal and external cleaning of the Works and ensure all loose or unwanted building debris and foreign matter is removed.

Daily cleaning of the Contractors compound and toilet facilities is recommended.

12 TEMPORARY INFRASTRUCTURE AND SERVICES

SERVICE CONNECTIONS

The Contractor will be required to install metered connections to temporary service connections (water and power) necessary for execution of work under the Contract. Charges will be deducted from the Contractors payments. The Contractor shall seek permission for all connections, maintain and make available to all Sub-Contractors. On completion, disconnect and remove temporary infrastructure and services, and make good connection points and surrounds to match condition existing prior to commencement of the Works. All temporary communication phone and data connections are to be arranged directly by the Contractor and Service Providers and made good on departure from site.

Connection to JCU's communication network is not permitted.

Provide any necessary temporary roadway or crossovers as agreed with the Superintendent and make good on completion.

Ensure generators and similar items of equipment required for the Works are suitably maintained and operated in noise suppressing housings to prevent nuisance to other occupants of JCU.

PROJECT INFORMATION SIGNBOARD

Provide an information signboard of nominal dimensions, 1800mm x 2400mm, constructed with suitable framing necessary to complete a free-standing, weather-resistant sign for the Works. The Superintendent shall provide a design using a building image, layout, letter styles and sizes. The signboard shall bear the names of the Project, JCU, Designer, Consultants, Contractor and any funding partners as required. Erect the signboard at or near ground level on the site where directed. Maintain in good condition until Practical Completion, then dismantle and remove. The signboard shall remain the property of the Contractor.

The Contractor shall seek approval of any other signage on the site.

SITE AMENITIES

Provide statutory and necessary amenities and sanitary facilities for workers and other persons lawfully upon the site and remove them on completion of the Works.

CCTV

JCU reserve the rights to erect and operate a webcam directed at site during the Contract, to broadcast or disseminate the webcam content for its own purposes, to make still images from the webcam content, and to use the images for its own purposes. Protect the webcam and its components and make good damage caused to them.

13 SETTING OUT THE WORKS

Use the Permanent Survey marks identified on the drawing to establish the necessary Project Reference Points for set out of the building.

Provide a certificate from an independent licenced surveyor showing that the Works have been correctly set out in accordance with the information provided before commencing the Works.

14 ITEMS SUPPLIED BY JCU

Where materials and other items are specified to be supplied free of charge to the Contractor for use in the execution of the Works, take delivery of the materials and thereafter be responsible for them.

Give the Superintendent three weeks written notice of the date on which the items are required to be ready for collection together with verification of the quantities required to perform the work under the Contract.

15 SALVAGED ITEMS

All Furniture Fittings and Equipment (FFE) shall remain the property of JCU except as otherwise stated in the contract.

Where the Contract includes the removal or demolition of Existing Improvements, or the removal or demolition of FFE from any Existing Improvements:

- a) the Contractor shall consult with the Superintendent as to which FFE are to be disposed of and which are to be retained by the Principal;
- b) the Contractor shall not dispose of any FFE identified in the Contract, or by the Superintendent, for retention by the Principal and shall place such FFE in the area on the site identified by the Superintendent for collection by the Principal;
- c) any FFE that is not identified in the Contract or by the Superintendent for retention by the Principal shall become the property of the Contractor on their removal from the site, and the Contractor shall at its own cost be responsible for the safe disposal of such FFE.

16 PRACTICAL COMPLETION

On Practical Completion (PC), finalize all elements of the Works to the satisfaction of the Superintendent.

On completion, thoroughly clean all elements of the Works to the satisfaction of the Superintendent, using labour skilled in the particular cleaning operations.

Before offering the Works as practically complete, the Contractor shall have thoroughly inspected the Works for omissions and defects; and made good any omissions and defects so identified.

Assist the Superintendent and representatives of JCU in separate and timely inspections for omissions or defects. Omissions and defects identified by the Superintendent shall be included in the list of items to be rectified before offering the Works as practically complete.

Keep detailed records of all inspections for omissions or defects in the Works, including when items have been identified, rectified, reinspected, and confirmed as satisfactory. Provide the Superintendent with full copies of all records of omissions and defects before offering the Works as practically complete.

All Maintenance Manuals including warranties, certificates, training etc must be complete and issued to the SR prior to Practical Completion.

Prior to Final Completion (FC) the Contractor must rectify any omissions or defects remaining at the date of practical completion or identified during the defects liability period within:

- the timeframes directed by JCU or its representative; or
- 30 days from the date of notification in all other instances.

Defects inspection and review meetings: Allow to meet with the Superintendent and JCU and/or their nominated representatives at monthly intervals throughout the defects liability period for the purposes of:

- monitoring the status of omissions or defects in the Works; and
- ensuring these omissions and defects are properly rectified within the required timeframes.

A Contractor's representative (who has undertaken JCU Induction training and possesses a valid JCU Permit to Work) must be present on site to supervise all defect rectification works. Sub-Contractors must not attend site without a Contractors representative present. Notification must be given to the Superintendent when attending to rectification works.

17 ENVIRONMENTAL PROTECTION

ENVIRONMENTAL MANAGEMENT PLAN

Prior to commencement the Contractor is to provide a site specific Environmental Management Plan (EMP) for approval. This must address the following items as deemed necessary:

- Erosion and sediment control
- Contaminated soil identification
- Management of spill containment
- Identification and control of noise
- Dust and air emissions management
- Vehicle wash-down control
- Waste Management
- Tree and vegetation protection

PROTECTION OF THE ENVIRONMENT

Carry out all work under the Contract and protect the site in compliance with provisions of the Environmental Protection Act 1994, Environmental Protection Policies, associated statutory legislation and this specification.

The Superintendent may undertake auditing of the Contractor's environmental management of the Works from time to time to ensure compliance with statutory requirements and this specification.

ENVIRONMENTAL HARM OR BREACHES

If, during the course of work under the Contract, an incident or non-compliance occurs which constitutes an environmental harm or breach under provisions of the Environmental Protection Act, the Contractor shall be responsible for immediately attending to the incident to contain or prevent the likelihood of environmental harm and/or public risk. Register the incident with the Department of Environment and Heritage Protection where required under provisions of the Act. Notify the Superintendent immediately such circumstances arise.

Should the Superintendent determine that the Contractor, by act or omission, has contributed to, or caused a non-compliance incident or breach; the Contractor shall bear the full costs and time of attention to the incident.

18 ASBESTOS IN CONSTRUCTION WORK

Asbestos in the form of crocidolite, amosite, fibrous anthophyllite, tremolite, actinolite, or chrysotile must not be used, or re-used as a building material or product.

Imported material, including fill, soils and mulches, must be free of building waste of any kind and in particular must be free of asbestos containing material (ACM). Before placing, provide the Superintendent with written certification that all imported material is free of building waste and ACM.

If asbestos is suspected or confirmed stop work and notify the Superintendent immediately if suspected or confirmed ACM is discovered during excavation or trenching, placing fill, soil or mulch, or any other work external or internal to a building.

Where an *asbestos incident* occurs by disturbance of ACM during the course of the Works without appropriate controls being in place:

- notify the Superintendent immediately;
- stop work on the disturbed or discovered ACM, decontaminate workers as required, and temporarily seal any enclosure around the disturbed or discovered ACM;
- do not attempt to clean up or seal disturbed or discovered ACM in any way;
- secure the area with the assistance of staff nominated by the JCU;
- restrict access to the site to persons nominated by the Superintendent; and
- resume work only when directed by the Superintendent .

Obtain a copy of any sampling or test result arising from the *asbestos incident*, and carry out appropriate and relevant measures. Revise the *Safe Work Method Statement* and provide 2 copies of the revised document to the Superintendent.

19 WORK CERTIFIED BY CONTRACTOR'S CONSULTANTS

Arrange and pay all costs for independent inspection and certification of building components, systems and equipment, where nominated, in respective specification work sections, including:

- Ground works
- Concrete
- Block Construction
- Light Steel Framing
- Metal Roofing and Cladding

- Cladding Systems
- Windows and Glazed Doors
- Glazing
- Overhead Doors
- Suspended Ceilings
- Electrical Services
- Mechanical Services

20 PRELIMINARIES SCHEDULES

SCHEDULE OF PROVISIONAL QUANTITIES

The following provisional quantities are deemed to be allowed for in the Contract sum for the purposes stated here or in the relevant Sections of the Specification.

Description of Work	Provisional Quantity	Rate / Unit (exclusive of GST)	Provisional Allowance (exclusive of GST)
			\$.....

SCHEDULE OF PROVISIONAL SUMS

The term "provisional sums" includes prime cost sums and other monetary provisions. The following sums are deemed to be included in the Contract sum for the purposes stated here or in the relevant sections of the Specification.

Item	Provisional Sum (\$) (exclusive of GST)
TOTAL OF PROVISIONAL SUMS	\$.....

SCHEDULE OF DRAWINGS

The following drawings, together with the remaining Contract documents listed in the Contract describe the extent of the Works:

Drawing No.	Drawing Title