



# CS1 – Preliminary and General

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## **CS1 Preliminary and General**

### **1.1 Scope**

#### **1.1.1 General**

This specification sets out the intent, location, extent and general requirements for the construction of works for Western Bay of Plenty District Council.

The Contract area or site is defined in the attached schedule.

Access to the site shall be as described in the attached schedule.

The Contractor shall complete all work to meet the requirements of this document and associated drawings.

### **1.2 Definitions**

Definitions are set out in Section 1 of the Development Code: Design, unless otherwise described.

Where the term Engineer is used within this document, this may also include the Developer's Representative, or if the document is used for development construction purposes, it may also include a Council Representative.

### **1.3 Related Documents**

Drawings and other documents that form part of this contract document are as listed in the attached schedule.

### **1.4 Materials Definitions**

Materials shall be as listed in the appropriate section of the Development Code: Construction, or as defined in this document.



## 1.5 General

### 1.5.1 Extent

The work is packaged to make the Contractor responsible for all works described in this contract.

The contract works are described in the attached schedule.

#### **Activities also include:**

##### Contract Management

- The timely and accurate presentation of all programmes, reports, claims and quality assurance documents required in accordance with this Specification and to ensure the successful completion of the physical works.

##### Public Liaison

- Resolving Council Customer Contacts within the specified time, to meet the Customer Care requirements of Council.

## 1.6 Order of Precedence

### 1.6.1 General

In the event of any ambiguity or contradiction between the General, Special Conditions of Contract, the Basis of Payment, the Project Specification and Appendices the order of precedence will be as follows:

- i. Special Conditions of Contract
- ii. General Conditions of Contract NZS 3910:2003 "Conditions of Contract for Building and Civil Engineering"
- iii. The Basis of Payment
- iv. CS1: Preliminary and General Section of the Project Specification
- v. Remaining Sections of the Project Specification

If the Contractor is to note any ambiguity in the contract documents, then the Contractor shall immediately bring this to the attention of the Engineer.

## 1.7 Contractor to Inspect Site

The Contractor shall inspect the site both before tender submission and during the contract period and be fully familiar with the site and the works, and any other items, as may be applicable to the particular contract requirement.



## **1.8 Site Office**

Where necessary, the Contractor shall erect, maintain and remove at the completion of the works, site offices and or accommodation for the Contractor's staff, and shall make these facilities available for use by the Engineer's Representative as needed.

The Contractor shall make all arrangements for the supply of utilities such as power, water, conveniences etc, for construction and administration staff. These shall be provided by the Contractor in accordance with any appropriate by-laws and awards.

## **1.9 Notices**

Where required by the document, the Contractor shall supply and install a notice board in a prominent location at the entrance to the site. The Board shall include the name of the project, Supervising Engineer and Contractor. Telephone numbers shall also be included.

## **1.10 Historic Places Trust Act**

The Contractor shall comply with all legal requirements of New Zealand Acts of Parliament.

In particular the Contractor shall be aware of, and comply with the requirements of the Historic Places Act 1993 as there are a significant number of historic or archaeological sites within the Western Bay of Plenty District Council area. The Contractor shall be aware of their location, the need to protect these historic sites, and their legal responsibilities under the Act.

## **1.11 Meetings**

### **1.11.1 Initial Meeting**

Within one week of acceptance of tender the Contractor shall contact the Engineer to arrange an initial contract meeting. The meeting is to be held at the Engineer's office at a time and date agreed and prior to the commencement of any works on site.

Where Western Bay of Plenty District Council is the client of the Contract, induction in accordance with Western Bay of Plenty District Council Health and Safety Form 112-3 shall be completed.



### **1.11.2 Monthly Meetings**

Contract meetings may be held monthly at the discretion of the Engineer. All meetings will be held in the office of the Engineer unless otherwise agreed. The Contractor's Contract Representative and their assistants, if required, shall attend.

### **1.12 Hours of Work**

Hours of work shall be as shown in the attached schedule.

No works shall be carried out after hours without the prior approval of the Engineer.

### **1.13 Engineer's Inspections**

Requests of inspection of the works for the Engineer or their representatives will be undertaken only during the specified hours of work. Accordingly work that cannot be inspected in terms of its compliance with the specification after its completion shall not be undertaken outside these hours except with the prior approval of the Engineer.

### **1.14 Unscheduled Works**

Where provided for, Unscheduled Works shall be carried out only if directed in writing by the Engineer.

No payment will be made for any unscheduled work undertaken prior to the acceptance of rates for the work by the Engineer.

### **1.15 Communication**

The Contractor shall maintain the following means of communication:

- i. A manned telephone or cellular phone during normal business hours (6.00am to 6.00pm Monday to Friday).
- ii. A facsimile machine, during normal business hours.
- iii. An email address to receive any Council/Public Customer Contacts during the contract period.



- iv. For emergency calls a list of after hours telephone numbers for all key personnel. The Contractor shall also possess a cellular phone for after hours emergency calls and ensure that a direct line of communication can be established between the Contractor's Contract Manager and the Engineer.
- v. If considered necessary an electronic connection, which will be directly connected to the appropriate Council database to enable direct input of Customer Contact response. The Contractor shall comply with Council Remote user policy. Training will be given in the use of the Customer Contact system.

## **1.16 Customer Care**

### **1.16.1 General**

Where Western Bay of Plenty District Council is the client of the Contract and instructs the following action, the Contractor shall prepare a Customer Care Plan (CCP) and shall include it with the Quality Plan.

The CCP will, as a minimum, address the following issues:

- i. Identification of external customers and their interface with the Council on service delivery issues
- ii. Use of technology to facilitate communication between the customer, contractor and council on service delivery issues
- iii. Connection to the Western Bay of Plenty District Council Customer Contact system, in order to provide a seamless interface between the customer, council and contractor
- iv. The identification of critical service delivery issues and the appropriate response times
- v. Development of corporate standards for customer care that are complementary to the corporate standards approved by the Management Board of the Western Bay of Plenty District Council

The contractors CCP shall promote the CARE concept of:

- i. Consistency of service to customers
- ii. Our Attitude in helping customers
- iii. Taking Responsibility for helping the customer
- iv. Having Empathy with our customer and their situation

The contractors CCP shall promote the following attitudes and practices:

- i. Give the customer the sort of care that you would expect someone to give you
- ii. Put yourself in the customer's shoes
- iii. If you are not serving a customer your job is to be serving someone who is serving that customer



- iv. People delivering customer care are very important. They are the face of the organisation. Our community's wellbeing is inextricably linked to the way in which we manage the district for them
- v. Using technology to enhance the delivery of service

The contractor will develop a communication system and customer service protocols, that enable the capture, in the Western Bay of Plenty District Council's Customer Contact system, customer contact by way of any one of the following: Telephone, facsimile, email, personal contact, written correspondence.

The protocols will include but not be limited to:

- i. Telephone protocols, including ringing times, greeting style, use of 0800 numbers
- ii. Voicemail protocols, including greeting style and standard information supplied, and acknowledgement and clearance times
- iii. Email protocols and the use of the web page
- iv. Correspondence and communication protocols including the ability to respond to correspondence within ten working days, the style of language used in any communication, jargon avoidance, and the recording and filing of any communication
- v. Counter and field contact protocols including providing the customer with full attention and accurate information and the recording of contact made with customers

### **1.16.2 Selection and Training of Customer Care Staff**

The contractors CCP will demonstrate how the selection and training of customer care staff will be undertaken and the selection and training of customer care staff will be made in cooperation with the Council.

It is expected that the contractors CCP will ensure that customer care staff are able to:

- i. Understand their role in the context of the relationship between contractor, council and the customer, including the extent of their delegated authority to provide information requested
- ii. Display technical competence on issues relating to the delivery of the service as it relates to this contract
- iii. Use a full range of listening and speaking techniques
- iv. Know when their explanation is not being understood and be able to rephrase their response in a manner that enables understanding and accurate interpretations of the issues, together with effective communication of the proposed actions

### **1.16.3 Operational Requirements**

The Contractor shall receive and respond to all Customer Contacts (public contact) for work relevant to this contract.





Accordingly the Contractor shall be required to establish a system to receive Customer Contacts (public complaints) during normal business hours (8.00am to 5.00pm Monday to Friday). The Contractor's system for logging Customer Contacts (public complaints) shall include details of the name of the person making the request (complaint), time received, nature of the call and action taken to resolve. Customer Contacts forwarded from Western Bay of Plenty District Council staff or the Council Professional Service Providers shall be dealt with in the same manner.

The Contractor shall make contact with the Area Office Supervisor daily Monday to Friday between 8.00am and 10.00am for feedback from the public in relation to the Reserves Maintenance Contract. The Contractor shall give the matters due consideration and take appropriate action within the terms of the Contract.

If a request (complaint) is outside the Contractor's responsibility, then the Contractor shall refer the request (complaint) to the Engineer for their consideration as soon as the request (complaint) is received.

#### **1.16.4 Response Time**

The Contractor shall investigate, resolve and reply to Customer Contacts (public complaints) within 48 hours. The Contractor shall immediately notify the Engineer if he/she considers the request (complaint) to be outside the responsibilities of this Contract.

The Contractor shall deliver a log of all Customer Contacts (public complaints), which shall be submitted each month with the Monthly Report. This log shall be known as the Public Liaison Report.

### **1.17 Temporary Traffic Control**

#### **1.17.1 Scope**

Where work in the road reserve is required, a Traffic Management Plan shall be submitted.

The standard of traffic management for all works on the road reserve berms within this contract shall be as defined in the TNZ Code of Practice Temporary Traffic Control Management manual (COPTTM) including Appendices A, B, C, E and F of the COPTTM manual with all roads being classified as Level I, with the exception of State Highways which shall be at Level II.

#### **1.17.2 Response Times**

Table 1 states the response times for preparing, submitting, reviewing and accepting the Traffic Management Plan (TMP).

**Table 1: Traffic Management Plan**

Activity	Response Time
Draft TMP	To be delivered within the Health and Safety Plan
Final TMP	Within three (3) days of the date of the Engineer's review of the draft TMP and prior to the Date of Occupancy of the Site
Engineer's Review of TMP	Within one (1) week of the date of receipt of the TMP

### 1.17.3 Specific Contract Requirements

Refer to Appendices A, B, C, E and F of the COPTTM manual.

### 1.17.4 Traffic Management Plan Content

The Contractor must develop the TMP. Nothing in the TMP will take precedence over the Contract Documents' requirements.

The TMP must include the following:

### 1.17.5 Personnel

The name, experience and specific duties of the Traffic and Safety Manager and each Traffic Control Supervisor. This must include procedures for each Traffic Control Supervisor's ongoing review and training.

### 1.17.6 Sign Layout Diagrams

Sample sign layout diagrams for each work activity, including the signing and delineation of all lane closures, for at least the following situations:

- i. Work carried out between the road reserve boundary and the seal edge, including the movement of pedestrians and cyclists through the site
- ii. Work in gardens surrounded by sealed areas, i.e. within the roading traffic way

The diagrams must be supported by documentation:

- i. Stating the speed restrictions and the reason for the restriction
- ii. Detailing the positive traffic control measures
- iii. Detailing all activities and traffic control procedures for work completed as a mobile operation (including sample diagrams)
- iv. Detailing how cyclists, car parking, and pedestrians are catered for within the site
- v. Detailing any night time arrangements
- vi. Detailing sign layout while site is inactive or when chipseal is being trafficked for the purpose of bedding in



If required, the proposed format and content of advertisements to be placed in the local newspapers.

### **1.17.7 Unusual Control Measures**

If proposed works require traffic control measures not covered by the above requirements, the Contractor must provide site-specific sign layout diagrams and procedures for the Engineer's review and agreement.

The information must be provided a minimum of one week before the programmed start date of the work.

All advisory, warning and information signs and edge marker posts shall be maintained in their existing positions and shall be maintained free of dirt and grime.

### **1.17.8 Implementation and Management of TMP**

The Contractor must implement and manage the TMP so the contract works are completed according to these contract documents.

Council expects that in preparing a TMP the contractor has taken full responsibility for its continued management and implementation, including financial impact during the contract period.

### **1.17.9 Traffic Management Review**

The Engineer may review any aspect of the Contractor's operation relevant to traffic management and the contract works.

These audits will be undertaken on a random basis without prior notice.

### **1.17.10 Review of TMP**

The Engineer will review the TMP within the response time shown and mutually agree to its content and appropriateness with the Contractor.

### **1.17.11 Sub-Standard Traffic Control**

If, in the Engineer's opinion, traffic control is substandard the Engineer reserves the right, after notifying the contractor verbally or in writing, to instruct the contractor to cease all work until the requirements of traffic control are met. Deductions will be made under the item for Health and Safety.



Failure to rectify substandard traffic control measure may be dealt with under the provisions of the General Conditions of Contract as amended.

## **1.18 Assets**

The Contractor shall be responsible for protecting all assets and the carriageway, including but not limited to turf, from damage during execution of the contract works. The Contractor, at their own expense, shall repair any damage, which does occur.

## **1.19 Safety**

### **1.19.1 General**

The Principal regards Health & Safety on site as an integral part of the Contract Works. The Principal (WBOPDC) is required to take all practicable steps to ensure that people in the place of work are not harmed by any hazard that is or arises in the place of work. The Principal requires confirmation that in terms of the General Conditions of Contract, the Contractor is complying with the provisions of the Health and Safety in Employment Act, and with Council Health and Safety Policy 112. The Principal has instructed the Engineer to instruct the Contractor to produce evidence that the Contractor has in place an effective system for identifying and mitigating hazards in respect of the contract site.

The Contractor shall comply with the provisions of the Health and Safety in Employment Act 2002. Specifically, the Contractor shall take all practicable steps to:

- Provide and maintain a safe working environment
- Provide and maintain facilities for the safety and health of employees
- Ensure that machinery and equipment is designed to be used and maintained safe for employees
- Ensure that employees are not exposed to hazards in the course of their work
- Develop procedures for dealing with emergencies that may arise while employees are at work
- Provide and maintain a register of actual and potential hazards and the action taken to eliminate, isolate or minimise the hazard
- Provide a register of accidents or potential accidents, reporting as specified

In accordance with the General Conditions the Contractor shall complete the Contract Works in a manner to:

- Ensure the safety of all personnel, including but not limited to the Contractor's personnel (including sub-contractors personnel), Representatives of the Engineer, Principal, and Local and Territorial Authorities, that are working within the Site



- Allow the safe and convenient passage of both pedestrian and (when on the road) vehicular traffic through the site at all times
- Protect the Contract Works

The Contractor shall comply with the requirements of this Section from the Date of Possession of Site.

The non-acceptance of the Health & Safety Plan by the Engineer shall not relieve the Contractor of his obligations to complete the Contract Works in accordance with this Section.

Nothing in the Contractor's Health & Safety Plan shall take precedence over the requirements of the Contract Documents.

### **1.19.2 Defined Contract Outputs**

The Contractor shall:

- Complete the Contract Works in accordance with this Section and in particular:
  - Prepare, implement and manage a Health and Safety Plan
  - Appoint a Safety Manager
  - Deliver a copy of the site hazards register, complete with a documented means of identifying hazards at the contract sites

All accidents/incidents are to be reported as part of the Health and Safety Plan, reporting monthly. If no accidents or incidents occur, a nil report is still required. The standard of report is as set out in the monthly report, but shall include an electronic format, as agreed with the Principal

### **1.19.3 Failure to Comply**

Should the Contractor's operation fail to comply with the requirements of this Section the Engineer may instruct the Contractor to:

- Cease the operation
- Advise the Engineer, in writing, within 24 hours of the time of notification what actions shall be taken to ensure the Contractor's operation complies in all respects with this Section.

Where notified on two separate occasions of the Contractor's failure to comply with the requirements of this Section, the Contractor shall:

- Immediately appoint a new Safety Manager
- Provide, within 24 hours, the name and relevant experience of the new Safety Manager for the review and acceptance by the Engineer



Within 24 hours of the receipt of the above information the Engineer shall advise the Contractor of his acceptance or otherwise of the new Safety Manager.

On acceptance of the Contractor's proposal the Contractor shall re-commence work at the Site.

Where, as a result of the Contractor's operation, the Engineer initiates the above actions it shall be deemed that the works are non-complying works. All costs associated with the Engineer implementing the above actions shall be borne by the Contractor.

#### **1.19.4 Safety Audits**

The Contractor shall allow the Engineer and/or the Principal's representatives to inspect and/or audit any aspect of the Contractor's operation relevant to safety and the work environment.

The Contractor shall establish a system of procedures, checks and audits to ensure the Contractor's operation complies in all respects and at all times with this Section.

The system shall be incorporated in the Health & Safety Plan.

#### **1.19.5 Safety Manager**

The Safety Manager shall:

- Be responsible for the preparation, submission, implementation, and management of the Health & Safety Plan and in particular monitoring, identifying and where required rectifying non-complying site safety
- Have a current first aid certificate and maintain a First Aid Kit at each site of the Contractor's operation
- Have attended a recognised Safety Course applicable to the works associated with this contract

#### **1.19.6 Health and Safety Plan**

The Health & Safety Plan shall:

- Detail the specific procedures the Contractor shall implement to ensure the Contract Works are executed and completed in a safe and efficient manner
- Include the specific requirements detailed below
- Acknowledge the hazards identified by the Principal as site specific, and any others which may affect the Contractor's personnel during the period of the Contract
- Include the Traffic Management Plan in accordance with this specification
- Include an accident/incident register

The Contractor shall at all times comply with the safety provisions of all Acts and Regulations as they may affect the Contract Works, all standard safety requirements detailed below. Should the



safety provisions of the Acts and Regulations impose a lower standard of safety than do the safety requirements prescribed below, then the Contractor shall comply with the latter.

Nothing in the Contractor's Health & Safety Plan shall take precedence over any requirement of the Contract Documents or relieve the Contractor of his obligations to undertake and complete the Contract Works in a safe manner.

### **1.19.6 Submission of Health & Safety Plan**

#### **i. Draft Health and Safety Plan**

The Contractor shall provide a draft Health & Safety Plan prepared in accordance with this Section within the response times stated in the Project Specification.

The Engineer shall review the draft Plan within 5 working days.

#### **ii. Final Health and Safety Plan**

The Contractor shall provide the final Health & Safety Plan within the response times stated in the Project Specification.

#### **iii. Specific Site Safety Requirements**

In accordance with Clause 5.7.5 of the First Schedule of the General Conditions of Contract, detailed below are the specific site safety requirements that shall be implemented by the Contractor and included in the Health & Safety Plan.

#### **iv. Protective Equipment**

The Contractor shall be responsible for provision of all equipment to protect personnel under the Contractor's control during the Contract Works.

It shall be the responsibility of both the persons working on site and the Safety Manager to ensure all personnel on site wear and use the appropriate safety equipment and take all appropriate steps, to ensure their own safety.

Specific protective equipment required includes but is not limited to the following:

- Steel-capped footwear, high visibility vests and where appropriate hard hats shall be worn by all personnel working on Site at all times
- Suitable eye protection shall be worn where hazards exist
- Hearing protection shall be worn appropriate to the level of noise from any equipment or operation
- Protective clothing or equipment shall be worn appropriate to the area or nature of work and in the presence of any hazardous chemicals
- Sun protection shall be provided when working outside



The Contractor shall provide and maintain a fully supplied first aid kit on the Site at all times. The contents of the first aid kit shall be appropriate to the nature of the work and the identified hazards.

**v. Warning Signs on Roads**

The Contractor shall erect warning signs on all roads and footpaths accessing sites along road sides.

The signs shall be erected and located in accordance with the Contractor's Traffic Management Plan.

**vi. Plant and Equipment**

All plant and equipment shall be made highly visible, by the use of appropriate painting and warning lights, so that it can be readily recognised by passers by as being maintenance plant and equipment.

No parked plant, materials, stockpiles or buildings shall be so sited that the road user's view of the road ahead is obstructed or reduced unless specific approval is given by the Engineer for such siting.

**vii. Hazards identified by Principal**

Hazards identified by the Principal for this contract are:

- Moving machinery
- Underground electrical cabling
- Vehicle movements within the site area
- Pedestrians within the site
- Noise and exhaust emissions from machinery
- Mowers and general plant and machinery
- Dust
- Chemical pesticides
- Steep sites, rockfalls and unstable ground

**viii. Prior to work starting**

Before work starts on site the Contractor shall produce for inspection a current Safety Supervisor's Certificate held by the person nominated to be Safety Supervisor on site.

## 1.20 Public Statements

The Contractor shall not make any public communication or announcement at any time to any third party (including any section of the media) in respect of this Contract without the prior written approval of the Engineer.





## 1.21 Digital Data Supply

### 1.21.1 General

Where deliverables for this contract are to be supplied to Council in a digital format, the format shall be in accordance with this standard, unless specified otherwise.

### 1.21.2 Web site

Council uses a website as a key communication tool to engage and inform residents and ratepayers. To ensure material on the website is easily accessible/downloadable by visitors any document, image, photo on the site is restricted to 2.5 megabytes in size.

Any material supplied to Council that is to be posted on Council's website (including complete multipage documents which contain text, images and photos) must be **no larger than 2.5 megabytes**.

### 1.21.3 Reports

Reports shall be delivered in a Microsoft WORD or digitally written as a PDF file format (not as a scanned image). Any Microsoft file format type is acceptable for other types of documents."

### 1.21.4 Images

PDF images are only acceptable if digitally written as PDF so that the content can become searchable.

Graphical images are to be supplied as a JPEG file or for multiple page images as a digitally written PDF file format (not as a scanned image).

### 1.21.5 Spatial Data (for GIS)

Where plans, drawings, co-ordinated data is to be supplied for reference within Council at a later time, data shall be supplied in a GIS or Autocad format.

Spatial data shall be supplied in a GIS file or Autocad 12 DXF file format that can be read by Council's Geographic Information System. The coordinate system is to be NZGD2000 NZTM."

## 1.22 Certificate of Practical Completion

**A Certificate of Practical Completion**, as defined in Clause 10.4 of the General Conditions of Contract, will not be issued, until all specified Quality Assurance documentation and As Built records are delivered, except if agreed in writing with the Engineer or Authorised Officer. The exception may only be given for minor errors or omissions in the documentation.



## 1.23 Contract Review

Prior to Contract Completion, i.e. before the end of the Defects Liability period for physical works contracts, a contract review report shall be completed, and delivered to the Client.

The review shall evaluate Contractor performance on all aspects of the work, and may be used to determine suitability for similar works.

The report format shall be similar in format to that shown in the NZ Contract Management Manual, Form 19 for physical works contracts, and Form 20 for Professional services contracts.



# ATTACHMENT SCHEDULE

**Contract Number:** .....

**File Number:** .....

1. Contract site, or area: .....
2. Access to site: .....
3. Drawing numbers and relevant documents:  
Design Standard DS xxx: .....  
Drawing Number : .....  
Name: .....  
Construction Standard CS xxx: .....  
Name: .....
4. The contract works is for the construction of the following: .....
5. Work excluded from the Contract includes: .....
6. Separate Contractors may be on site to undertake the following works: .....
7. Notice board shall be/not be required: .....
8. Words on the notice board shall include the following: .....
9. Hours of work shall be: .....
10. Need for direct connection to Council Database (CI 15): ..... yes/no
11. Need for a Customer Care Plan (CI 16): ..... yes/no
12. Need for a Health and Safety Plan ..... yes/no
13. H& S item set up in Schedule of rates: .....
14. Payment clause set up in basis of payment: .....
15. List of hazards for this contract: included in Clause 1.19.7: .....