

MINOR WORKS NO

This **AGREEMENT** made the day of
between the **HUNTER WATER CORPORATION** (hereinafter called "the Corporation") and
.....
of (hereinafter called "the Developer").

It is agreed that the Developer shall perform The Works described below in accordance with the Terms and Conditions For Minor Water & Sewer Works (attached) and the specified requirements.

THE WORKS

This Agreement covers the provision of all materials, plant, equipment and labour required for the construction of:-

Include specific details for minor watermain extensions or reference to STS406 Construction of Short Sewer Branch Mains

.....
.....
.....
.....
.....
.....

Corporation's Representative will be :

Phone : Fax :

The Works shall be completed within a period of
weeks commencing from

SIGNED for and on behalf of the)
HUNTER WATER CORPORATION)
in the presence of:)
.....

WITNESS

SIGNED for and on behalf of the)
Developer in the presence of:)
.....

WITNESS



Hunter Water Corporation
A.B.N. 46 228 513 446

**TERMS AND CONDITIONS FOR
MINOR WATER & SEWER WORKS**

TERMS AND CONDITIONS FOR MINOR WATER & SEWER WORKS

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1. COMMENCEMENT

Before commencing the works the Developer shall obtain the written consent from the Corporation's Representative and shall commence and execute the works from and within the times specified.

When carrying out the works the Developer shall seek direction from the Corporation's Representative on any ambiguities or inconsistencies which the Developer considers may exist in this Agreement.

2. MATERIALS AND WORKMANSHIP

Materials used in the works and standards of workmanship shall be in conformity with the requirements of the Technical Specification for Minor Sewer Works and/or Technical Specification for Minor Water Works. In the absence of any such provision in the Technical Specification use suitable new materials.

3. NON-CONFORMING MATERIALS OR WORK

If the Corporation's Representative discovers material or work which is not in accordance with the Agreement, the Corporation's Representative may direct the Developer to:-

- (a) remove the material from the site;
- (b) demolish the work;
- (c) reconstruct, replace or correct the material or work; or
- (d) not deliver the material or work to the site.

The Corporation's Representative may direct the times within which the Developer must commence and complete the removal, demolition, replacement or correction.

4. CONSENT OF PROPERTY OWNERS AND OTHER AUTHORITY

The Developer shall comply with all legal requirements in carrying out the work and in particular:-

- (a) shall obtain the consent of owners and occupiers of lands which are to be entered to carry out the works;
- (b) shall obtain the consent of the relevant Authority before opening or interfering with any road or other surface for which the Authority is responsible; and
- (c) shall comply with all relevant laws and take all measures necessary for the protection of the environment.

5. PROTECTION OF PERSON, PROPERTY AND ENVIRONMENT

The Developer shall take such precautions as necessary, or deemed necessary by the Corporation's Representative, to protect persons, property and the environment and, without limiting the generality thereof, shall comply with the Occupational Health and Safety Act and environmental laws.

6. OCCUPATIONAL HEALTH, SAFETY AND REHABILITATION

The Developer shall:

- (a) carry out a hazard identification, risk assessment and prepare and implement Safe Work Method Statements for the works,
- (b) provide copies of Safe Work Method Statements to the Corporation's Representative prior to commencing work on site.

Guidance on preparation of Safe Work Method Statements is contained in :

- (a) "Guidelines for writing work method statements in plain English" – August 1998 (Order No. 231) which is available from WorkCover Authority, or
- (b) 'How to prepare Site-specific Safety Management Plans and Safe Work Method Statements' which is available from the Construction Policy Steering Committee at Web site <http://www.cpssc.nsw.gov.au>,

Do not commence any work which requires the control of traffic until the following have been complied with:

- (a) submit to the Corporation's Representative a Traffic Control Plan which has been prepared and documented by a person accredited by the RTA for the preparation of Traffic Control Plans. The Traffic Control Plan shall be in accordance with AS1742.3 and RTA "Traffic Control at Work Sites 1998" guidelines.
- (b) submit certification of RTA accreditation for Traffic Controllers intended to implement the Traffic Control Plan.
- (c) liaise with the local Council or RTA Traffic Engineer to ensure all local authority requirements are incorporated into the Traffic Control Plan.

Immediately notify WorkCover and the Corporation's Representative of any accident, non-disturbance occurrence or other matter required to be reported pursuant to Section 86 and Section 87 of the NSW Occupational Health and Safety Act 2000 and Parts 12.1 and 12.2 of the NSW Occupational Health and Safety Regulation 2001. Then formally notify WorkCover Authority in accordance with the NSW Occupational Health and Safety Regulation 2001, using the prescribed form, and immediately supply an additional copy to the Corporation's Representative.

Immediately notify the Corporation's Representative of any other accident or dangerous occurrence which does not have to be reported to WorkCover Authority. Provide a written report in the format and the time directed by the Corporation's Representative.

7. COMPENSATION AND RECTIFICATION

The Developer shall promptly make good any damage caused by or on behalf of the Developer and shall pay any compensation which the law requires the Developer or the Corporation to pay.

8. CORPORATION MAY PERFORM OBLIGATION

If the Developer fails to comply with an obligation under this Agreement, the Corporation may, in addition to any other remedy, perform the obligation on the Developer's behalf and the cost incurred by the Corporation shall be a debt due from the Developer to the Corporation.

9. CARE OF WORKS AND ENVIRONMENT

From the date of this Agreement to the completion of the works the Developer shall be responsible for the care of the works and protection of the environment.

10. INSURANCE

- (a) The Developer, before commencing work, must hold or ensure policies of insurance are effected covering:-
 - (i) workers' compensation; and
 - (ii) public liability to an amount of not less than \$5M for any single occurrence.
- (b) The policies detailed (i) and (ii) above shall cover the Corporation, the Developer, the Corporation's Representative and all contractors employed from time to time in relation to the works.
- (c) The Developer shall also ensure that every sub-contractor must hold or effect policy of insurance covering workers' compensation and shall also ensure that insurance covering

liability for death of or injury to self-employed persons employed by the Developer or contractors is effected.

- (d) The Developer must, on request of the Corporation's Representative, promptly produce all the policies required under this clause.

11. EXAMINATION AND TESTING

- (a) In this clause, "test" includes examine and measure. At any time prior to the completion of the works, the Corporation's Representative may direct that any part of the works be tested. The Developer shall provide such assistance and samples and make accessible such parts of the works as may be required to undertake the tests. On completion of the tests, the Developer shall make good the works so that they fully comply with the Agreement.
- (b) The Corporation's Representative may direct that any part of the works shall not be covered up or made inaccessible without the prior approval of the Corporation's Representative.
- (c) Costs of and incidental to testing, shall be borne by the Developer.

12. NON-COMPLIANCE

- (a) The Corporation reserves the right to terminate the Agreement if the works are not completed by the due date.
- (b) The rights and liabilities of the parties shall be the same as they would be at common law if the Developer had wrongfully repudiated the Agreement and the Corporation had elected to treat the Agreement as at an end and recover damages.
- (c) Nothing in this clause shall detract from the Corporation's right to terminate the Agreement on account of a repudiation by the Developer and recover damages.

13. CERTIFICATE OF COMPLETION AND DEFECTS LIABILITY PERIOD

When the Developer considers the works are complete, the Developer shall notify the Corporation's Representative in writing.

When it appears to the Corporation's Representative that the works are complete, the Corporation's Representative will give the Developer a Certificate of Completion stating the date of apparent Completion. The issue of the Certificate of Completion shall not bar any action by the Corporation against the Developer for any breach of Agreement then existing or subsequently arising.

The Defects Liability Period for the works shall be for a period of twelve (12) months and shall commence from the date of Completion. If any defects become apparent under normal use of the works and the defects are due to any cause, including design, workmanship or materials, for which the Developer is responsible, the Developer shall remedy the defects when directed by the Corporation.

If the Developer fails to comply with such a direction, the Corporation may remedy such defects at the Developer's expense and may recover from the Developer damages for breach of Agreement.

Nothing in this clause shall release the Developer from liability for any breach of Agreement or for any loss or damage arising out of defects in design, workmanship or materials for which the Developer is responsible notwithstanding that the Defects Liability Period may have expired.

14. CLEAN-UP OF SITE

The Developer shall at all times keep the works clean and tidy and regularly remove and lawfully dispose of rubbish and surplus material arising from the execution of the works.

15. URGENT PROTECTION

If, in the opinion of the Corporation or Corporation's Representative, urgent action is necessary to protect the works, other property, the environment or people and the Developer fails to take the action, the Corporation may take the necessary action. If the action was action which the

Developer should have taken at the Developer's cost, the cost incurred by the Corporation shall be a debt due from the Developer.

If time permits, the Corporation's Representative will give the Developer prior written notice of the Corporation's intention to take action under this clause.

16. VARIATIONS

The Corporation's Representative may direct a variation, deletion or addition to any part of the works and the direction shall not invalidate the Agreement.

17. CONSEQUENTIAL LOSS

Notwithstanding any other provision in this Agreement, the Developer acknowledges that in no event shall the Corporation be liable for loss or damage of any description howsoever caused, including, but without limiting the generality of the foregoing, indirect, special, incidental or consequential damages (including loss of anticipated revenue) for any breach of this Agreement, or for any negligence, in any manner whatsoever, even if the said Corporation has been advised of the possibility of such loss or damage.

18. INDEMNITY

The Developer shall indemnify the Corporation from and against all actions, claims, demands, losses, damages, costs and expenses incurred by the Corporation or for which the Corporation may become liable in respect of any damage to property or injury to any person which may be suffered or sustained in connection with this Agreement or in relation to the work.