Minor Physical Works and Services
Work-as-Ordered Contract

Conditions of Standing Offer

Transport
NSW
Roads & Maritime Services

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1. Terms of your standing offer

1.1. Your offer
You offer to carry out work or services in accordance with Work Orders issued to you during the Offer Term.

The type of work you may be asked to do under a Work Order is set out in the Specification.

1.2. Your warranty
You warrant that you have the resources, qualifications, competence and experience to comply with any Work Order issued to you during the Offer Term.

1.3. Your acknowledgment
You acknowledge that:

.1 RMS may not issue any Work Orders to you (or, if there is a Panel, to any member of the Panel).

.2 RMS may not need any work or services of the type described in the Specification.

.3 RMS may use other contractors to carry out work or services of the type described in the Specification (this includes, if there is a Panel, going to contractors outside the Panel).

.4 RMS may ask you to quote separately for particular work or services even though you have made this standing offer.

.5 RMS does not have to act fairly in allocating work between members of a Panel.

2. Work Orders

2.1. Form of Work Orders
Work Orders will be substantially in the form set out in the Schedule to this document.

Work Orders may be issued by letter, facsimile or email.

2.2. Work Orders are binding
Work Orders once issued are binding on you.
2.3. Terms of Work Order

Work Orders incorporate the *Terms for Contracted Work*.

2.4. No payment without an Work Order

You will not be paid for work or services unless a Work Order for that work or those services has been issued to you.

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3. Termination of Work-as-Ordered Contract

3.1. RMS’ right to terminate if not satisfied

RMS may terminate the Work-as-Ordered Contract if it is not satisfied with your performance under any Work Order or if it believes that you may not be able to comply with the Work-as-Ordered Contract for any reason.

Before doing so, RMS will give you notice of its intention and will allow you at least 14 days to respond.

Termination under this clause does not affect your obligations or entitlements under any Work Order previously issued (but RMS may also terminate the specific contract arising under the Work Order if it is entitled to do so under the *Terms for Contracted Work*).

3.2. Termination for insolvency

RMS may terminate the Contract and all current Work Orders immediately by written notice if:

.1 you commit an act of bankruptcy, or

.2 a resolution is passed or an application is made for your winding up or for the appointment of a liquidator or provisional liquidator, or

.3 an external administrator is appointed to you, or

.4 a secured creditor or its agent takes possession of a material part of your assets or undertaking, or

.5 you enter into an arrangement with your creditors, or

.6 your business is sold, or

.7 you are convicted of a criminal offence.

On termination under this clause, you will be paid for work or services properly carried out under a Work Order before termination. However, the amount payable to you will be adjusted to take into account loss or damage suffered or reasonably likely to be suffered by RMS as a consequence of your insolvency or default. RMS may recover any short-fall from you as a debt due and payable.
Schedule - Form of Work Order

This Work Order may be in the form of a letter or issued as a stand-alone document.

This document is a Work Order issued under your Work-as-Ordered Contract with RMS dated for

[insert description of type of work or services to which the standing offer relates e.g. guardrail maintenance]

Under this Work Order, you are requested to carry out the work or services described below (‘Contracted Work’) on the terms of your Work-as-Ordered Contract and this Work Order.

Contracted Work
[set out the brief for the required Contracted Work or refer to annexed brief]

Other information
[e.g. materials/information to be provided by RMS]
Work Order Specific Requirements

[insert details in the table below as relevant for each Work Order]

<table>
<thead>
<tr>
<th>Contract Clause/Contract Document reference and description</th>
<th>Work Order specific requirements</th>
</tr>
</thead>
</table>

Clause 1 - Summary
Date for Completion:

Clause 5.4.3 – Liquidated damages for delay
Amount of liquidated damages for delay in completing by the Date for Completion:

Clause 5.4.5 – Service credits
Service Credits shall apply as follows:

<table>
<thead>
<tr>
<th>Service Key Result Areas (KRAs)</th>
<th>Weighting % (= 100%)</th>
<th>Service Credit deduction</th>
</tr>
</thead>
<tbody>
<tr>
<td>Safety</td>
<td>25%</td>
<td>(Maximum Service Credit deduction is 10% of the fees payable from the relevant invoice for failure to meet the KRAs.)</td>
</tr>
<tr>
<td>Environment</td>
<td>25%</td>
<td></td>
</tr>
<tr>
<td>Quality</td>
<td>25%</td>
<td></td>
</tr>
<tr>
<td>Time</td>
<td>25%</td>
<td></td>
</tr>
</tbody>
</table>

Service Credits are not applicable.
[delete whichever is inapplicable - also refer to service credit section of Contractor Management Plan.]

Clause 7.16 – Building Code

1) Does the Building Code apply to the Contracted Work as there is Commonwealth funding (above the minimum thresholds specified in Schedule 1 of the Building Code) for the Contracted Work or for the project which the Contracted Work forms part of?

   Applies / Doesn’t apply

   (“Doesn’t apply” applies if not filled in. If “Applies” is selected, each Building Code Entity must comply with the Building Code)

2) On or after 2 December 2016, has the Contractor or a related entity of the Contractor submitted a response to an expression of interest or tender (howsoever described) for Commonwealth funded Building Work (regardless of whether or not that project was...
<table>
<thead>
<tr>
<th>Contract Clause/Contract Document reference and description</th>
<th>Work Order specific requirements</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>procured by RMS or whether or not the Contractor or the Contractor's related entity were successful)?</td>
</tr>
<tr>
<td></td>
<td>Yes / No</td>
</tr>
<tr>
<td></td>
<td>('No' applies if this item is not filled in. If &quot;Yes&quot; applies, the Contractor and each of the Contractor's related entities must comply with relevant provisions of the Building Code)</td>
</tr>
<tr>
<td></td>
<td>[delete whichever is inapplicable; see ECM 5.2.6 for guidance]</td>
</tr>
<tr>
<td>Clause 7.18 – Aboriginal Participation</td>
<td></td>
</tr>
<tr>
<td>The NSW Government Policy on Aboriginal Participation in Construction applies:</td>
<td>Yes / No</td>
</tr>
<tr>
<td></td>
<td>[delete whichever is inapplicable, see ECM 5.2.6 for guidance]</td>
</tr>
<tr>
<td>The Aboriginal Participation Project Category is:</td>
<td>Category [insert number] / Not applicable.</td>
</tr>
<tr>
<td></td>
<td>[delete whichever is inapplicable, see ECM 5.2.6 for guidance]</td>
</tr>
<tr>
<td>The Contractor is required to submit an Aboriginal Participation Plan and Aboriginal Participation Reports</td>
<td>Yes, at times specified in the Contract/No</td>
</tr>
<tr>
<td></td>
<td>[delete whichever is inapplicable]</td>
</tr>
<tr>
<td>The Targeted Project Spend (TPS) at the date of this Work Order is:</td>
<td>$ [insert amount] (excl GST) / Not Applicable.</td>
</tr>
<tr>
<td></td>
<td>[delete whichever is inapplicable]</td>
</tr>
<tr>
<td>Clause 10.2 &amp; Clause 22.3 of G2 - Chain of Responsibility (CoR) Management Plan</td>
<td>Required/Not Required</td>
</tr>
<tr>
<td>A supplement to the Contractor’s CoR Management Plan, to address the chain of responsibilities risks and</td>
<td></td>
</tr>
<tr>
<td>Contract Clause/Contract Document reference and description</td>
<td>Work Order specific requirements</td>
</tr>
<tr>
<td>-------------------------------------------------------------</td>
<td>----------------------------------</td>
</tr>
<tr>
<td>issues specific to the work or services to be carried out under this Work Order is:</td>
<td></td>
</tr>
</tbody>
</table>
Issued by Roads and Maritime Services by:

____________________________
Signature of issuing officer

____________________________
Name and position of issuing officer

Date of issue: _______________________

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