
Minor Physical Works and Services Project Contract

Contract Schedule



Transport
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TRANSPORT FOR NSW (TfNSW) Minor Physical Works and Services Project Contract Contract Schedule

Item	Clause reference and description	Contract-specific requirements
1	<p>Clause 1 – Summary</p> <p>This Contract is a Project Contract.</p>	<p>The Date for Completion is the last day of the period of time set out below</p> <p>_____ weeks after the date of the TfNSW's letter accepting your tender.</p>
2	<p>Clause 3 - Starting Work</p> <p>Security is:</p>	<p>Required. The amount of security is 5% of the Contract Sum.</p> <p>Not required</p> <p><i>[delete whichever is inapplicable]</i></p>
3	<p>Clause 3.1 – Insurer</p> <p>TfNSW's Insurer is:</p>	<p>[Self Insurance Corporation of NSW through Insurance and Care NSW (icare) ABN 16 759 382 489 [insert address] Telephone: [insert phone number] Email: [insert email address]]</p>
4	<p>Clause 4 – Quality</p> <p>A quality system is specified:</p>	<p>Yes/No</p> <p><i>[delete whichever is inapplicable]</i></p>
4A	<p>Clause 4.8 – Contractor Management Plan</p> <p>A Contractor Management Plan must be complied with:</p>	<p>Yes/No</p> <p><i>[delete whichever is inapplicable]</i></p>
5	<p>Clause 5.2 – Program</p> <p>A program is:</p>	<p>Required/not required</p> <p><i>[delete whichever is inapplicable]</i></p>
6	<p>Clause 5.4.3 – Liquidated damages for delay</p> <p>Liquidated damages for delay in completing the Contracted Work by the Date for Completion:</p>	<p>Apply. The amount is: \$_____ per week and pro-rata for part of a week.</p> <p>Do not apply.</p> <p><i>[delete whichever is inapplicable]</i></p>

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7	Clause 7.1 The Principal Contractor for the purposes of WHS Laws is	Contractor / _____ <i>[delete whichever is inapplicable]</i>
8	Clause 7.10 – Working times Restrictions on working times:	Apply. The permitted working times are: <i>[insert details]</i> Do not apply. <i>[delete whichever is inapplicable]</i>
9	Clause 7.15 – Australian Government WHS Accreditation Scheme	Applies / Doesn't apply ("Doesn't apply" applies if not filled in) <i>[delete whichever is inapplicable; see ECM 5.2.6 for guidance]</i>

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10	Clause 7.16 – Building Code	<p>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 <u>or</u> for the project which the Contracted Work forms part of?</p> <p>Applies / Doesn't apply</p> <p>("Doesn't apply" applies if not filled in. If "Applies" is selected, each Building Code Entity must comply with the Building Code)</p> <p>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 procured by TfNSW or whether or not the Contractor or the Contractor's related entity were successful)?</p> <p>Yes / No</p> <p>('No' applies if this item is not filled in. If "Yes" applies, the Contractor and each of the Contractor's related entities must comply with relevant provisions of the Building Code)</p> <p><i>[delete whichever is inapplicable; see ECM 5.2.6 for guidance]</i></p>
11	Clause 7.18 – Aboriginal Participation	
11A	The NSW Government <i>Policy on Aboriginal Participation in Construction</i> applies	Yes / No <i>[delete whichever is inapplicable, see ECM 5.2.6 for guidance]</i>
11B	The Aboriginal Participation Project Category is:	Category <i>[insert number]</i> / Not applicable <i>[delete whichever is inapplicable; see ECM 5.2.6 for guidance]</i>
11C	The Contractor is required to submit an Aboriginal Participation Plan and Aboriginal Participation Reports	Yes, at times specified in the Contract / No <i>[delete whichever is inapplicable]</i>

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11D	The Minimum Aboriginal Participation Spend (MAPS) at the date of this Agreement is:	<p>#[insert amount] (excl GST) / Not applicable</p> <p><i>[delete whichever is inapplicable; see ECM 5.2.6 for guidance]</i></p>
12	<p>Clause 16.2 – TfNSW representative</p> <p>The TfNSW representative is:</p>	<p><i>[insert name]</i></p>
13	Clause 19.1 – Insurances you must have	
13A	Workers compensation insurance. To cover all persons directly or indirectly engaged in the performance of the Contracted Work	<p>Required.</p> <p>As specified in Item 5 of Schedule 3 to C41 Terms for Contracted Works</p>
13B	Motor vehicle/mobile plant insurance 3 rd party property damage covering all plant and equipment and motor vehicles owned or used by you or your subcontractors (whether or not owned by you) in the performance of the Contracted Work. This insurance is in addition to the compulsory 3 rd party personal injury (CTP) insurance required by law.	<p>Required.</p> <p>As specified in Item 4 of Schedule 3 to C41 Terms for Contracted Works</p>
13C	Other insurances	<p>Not required.</p> <p>Required:</p> <p>Type _____</p> <p>Amount: \$ _____</p> <p><i>[delete whichever is inapplicable]</i></p>
14	Clause 19.2 – Principal Arranged Insurance	
14A	Contract Works Insurance	<p>Amount:</p> <p>As specified in Item 1 of Schedule 3 to C41 Terms for Contracted Works</p>
14B	Third Party Liability Insurance	<p>Amount:</p> <p>As specified in Item 2 of Schedule 3 to C41 Terms for Contracted Works</p>
14C	Professional indemnity	For the TfNSW's benefit only

Item	Clause reference and description	Contract-specific requirements
	insurance	
15	Clause 19.2 - Principal Arranged Insurance Excess	
15A	Contract Works Excess <ul style="list-style-type: none"> • Contracts up to and including \$5M 	<u>Excess:</u> As specified in Item 1 of Schedule 3 to C41 Terms for Contracted Works
15B	Third Party Liability Insurance <ul style="list-style-type: none"> • Products Liability • Worker to Worker • Underground Services • All Other Claims 	<u>Excess:</u> As specified in Item 2 of Schedule 3 to C41 Terms for Contracted Works
16	Clause 22.5 – Cost adjustment for rise and fall	Applies/Doesn't apply <i>[delete whichever is inapplicable]</i>
17	Clause 22.6 – Cost adjustment for supply of bitumen	Applies/Doesn't apply
17A	Clause 23.1.1 - Time for submission of Payment Claims (Payment Claim Day)	Day of the month: _____ or if no day is specified, payment claims shall be submitted on the 25th day of the each month
17B	Clause 23.1.2 – Address for service of Payment Claims electronically	The address for service of Payment Claims electronically is:
18	Clause 26 - Warranty on completion The Warranty Period is:	
19	Clause 32.2 - TfNSW's address for notices	
20	Clause 32.2 – TfNSW representative's address for notices	