
Minor Physical Works and Services Work-as-Ordered Contract

Contract Schedule



Transport
for NSW

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Transport for NSW (TfNSW) Minor Physical Works and Services Work-as-Ordered Contract Contract Schedule

Item	Clause reference and description	Contract-specific requirements
1	Clause 1 – Summary This Contract is a Work-as Ordered Contract.	The Date for Completion of any Contracted Work is as set out in the Work Order requiring the Contracted Work.
2	Offer Term The Offer Term is: _____	
3	Clause 3 - Starting Work Security is:	Required. The amount of security is \$_____ <i>[Because this is a Work-as-Ordered Contract, you may need to calculate an appropriate security amount or include a methodology for determining a notional Contract Sum]</i> Not required <i>[delete whichever is inapplicable]</i>
4	Clause 3.1 – Insurer TfNSW's Insurer is:	[Self Insurance Corporation of NSW through Insurance and Care NSW (icare) ABN 16 759 382 489 Level 15, 321 Kent Street SYDNEY NSW 2000 Telephone: 61 2 9216 3852 Email: cpai@icare.nsw.gov.au]
5	Clause 4 – Quality A quality system is specified:	Yes/No <i>[delete whichever is inapplicable]</i>
6	Clause 5.2 – Program A program is:	Required/Not required <i>[delete whichever is inapplicable]</i>
7	Clause 5.4.3 – Liquidated damages for delay Liquidated damages for delay in completing the Contracted Work by the Date for Completion:	May apply. The amount for any Contracted Work will be set out in the Work Order for that Contracted Work. Do not apply. <i>[delete whichever is inapplicable]</i>

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7A	Clause 5.4.4 – Service credits Service credits for for failure to meet performace requirements:	May apply. The details will be set out in the Work Order for that Contracted Work. Do not apply. <i>[delete whichever is inapplicable – also refer to service credit section of Contractor Mangement Plan.]</i>
8	Clause 7.1 The Principal Contractor for the purposes of WHS Laws is	Contractor / _____ <i>[delete whichever is inapplicable]</i>
9	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>
10	Clause 7.16 – Building Code	As set out in the Work Order requiring the Contracted Work
11	Clause 7.18 – Aboriginal Participation	As set out in the Work Order requiring the Contracted Work
11A	The NSW Government <i>Policy on Aboriginal Participation in Construction</i> applies	As set out in the Work Order requiring the Contracted Work
11B	The Aboriginal Participation Project Category is:	As set out in the Work Order requiring the Contracted Work
11C	The Contractor is required to submit an Aboriginal Participation Plan and Aboriginal Participation Reports	As set out in the Work Order requiring the Contracted Work
11D	The Minimum Aboriginal Participation Spend (MAPS) at the date of this Agreement is:	As set out in the Work Order requiring the Contracted Work
12	Clause 16.2 – TfNSW representative The TfNSW representative is:	<i>[insert name]</i>
13	Clause 19.1 – Insurances you must have	

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13A	<p>Workers compensation insurance.</p> <p>To cover all persons directly or indirectly engaged in the performance of the Contracted Work</p>	<p>Required.</p> <p>As specified in [Item 5 of Schedule 3 to C41 Terms for Contracted Works]</p>
13B	<p>Motor vehicle/mobile plant insurance comprehensive or 3rd 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 third party personal injury (CTP) insurance required by law.</p>	<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 insurance	For TfNSW's benefit only
15	Clause 19.2 - Principal Arranged Insurance Excess	

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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 <i>[delete whichever is inapplicable]</i>
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	