



Department of **Housing and Works**
Government of **Western Australia**

**General Conditions of Contract
with
STANDARD SPECIFICATIONS**

for

**PROGRAMMED MAINTENANCE,
PAINTING AND REPAIRS**

DEPARTMENT OF HOUSING & WORKS

Revised: 20th NOVEMBER 2001

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1.0- CONDITIONS OF TENDERING

1.01 BUILDER'S REGISTRATION ACT

Tenderers are responsible for determining whether they are eligible to be the Contractor under the provisions of the Builders Registration Act, 1939 - 1975 and any subsequent amendments.

1.02 TENDER SUM

Tenders must be for a LUMP SUM including all specified monetary provisions and Provisional sums (if any). The tender sum is not subject to rise and fall in costs. Tenders shall include all costs related to complying with the contractor's obligations under the contract.

1.03 ADDENDA

The Principal reserves the right to issue addenda to all registered holders of tender documents up to seven days prior to the date for closing of tenders. All addenda issued shall be acknowledged with the tender and become part of the tender documents and the costs shall be deemed to be included in the tender lump sum.

1.04 DISCREPANCIES IN DOCUMENTS

Should any discrepancy, or inconsistency exist between tender documents, then it shall be resolved by method specified in CONTRACT REQUIREMENTS.

1.05 CLOSE OF TENDERS

Tenders shall close 2.30 P.M. Perth time, on the date advertised for closing of tenders.

Applications for extension of the tendering period will only be considered when a written request stating reasons is received by the Department of Housing and Works before eight days prior to the advertised closing date.

Registered Tenderers will be notified in writing by certified mail should an extension of the tender period be granted by the Principal. The revised date for closing of tenders will also be advertised in the relevant newspapers in the same section as the original advertisement was placed.

1.06 SUBMISSION OF TENDERS

Tenders must be submitted in writing on the Form of Tender provided by the Department of Housing and Works for the tender number or a replica of same. A principal of the business must sign the Form of Tender. The Form of Tender must nominate the type of construction.

Tenders enclosed in an envelope must be addressed 'Department of Housing and Works Tender Number'.
Head Office Postal address is:

Department of Housing and Works
99 Plain Street
EAST PERTH WA 6004

Regional Office Postal address is used for regional tenders:

Department of Housing and Works Region	Office Address	Telephone number
Southern,	131 Aberdeen Street, Albany, 6330	0898 421 444
South West	22 Forrest Street, Bunbury, 6230	0897 221 111
Goldfields	106 Hannan Street, Kalgoorlie, 6430	0890 935 200
Mid-west Gascoyne	201 Marine Terrace, Geraldton, 6530	0899 234 444
Pilbara	Cnr Brand & Tonkin St, Sth Hedland	0891 720 800
Kimberley	Frederick Street, Broome, 6725	0891 920 100

Hand delivered, Mailed, faxed, E-Post and Inter-post tenders will be accepted, provided they are received at the Department of Housing and Works, East Perth before the close of tenders.

Tenders that are hand delivered must be deposited in the tender box situated on the ground floor of the Department of Housing and Works building, 99 Plain Street, East Perth.

Facsimile tenders will only be accepted if they are received on Fax No. (08) 9222 8187, before the advertised close of tenders.

Faxed tenders that are NOT received on this Department of Housing and Works facsimile number will NOT be accepted unless they have been hand delivered to the tender box before the closing time and date.

Telephone tenders will **NOT** be accepted.

E-Post, Interpost and Facsimile tenders must be confirmed by the original Form of Tender delivered to

Manager Maintenance, Tender for Contracts, Department of Housing and Works, East Perth within 48 hours of the closing of tenders.

1.07 TENDER OPENING

Tenders will be opened publicly at the Department of Housing and Works, East Perth, immediately after the close of tenders.

1.08 REGIONAL PURCHASING PREFERENCE (BUY LOCAL POLICY)

Regional Purchasing Preference consist of the following:

- *Regional Business preference and*

- *Regional Content preference*

1.08.1 Regional Business preference

When the contract site is outside the Perth Statistical Zone, the tenderer may be eligible to receive a Regional Business Preference in the assessment of tender sums.

The Regional Business Preference will not be used in comparative assessment with an interstate tenderer.

1.08.1.1 To qualify to receive a Regional Business Preference the tenderer must meet all the following criteria:

1.08.1.2.1 Have a permanent operational office and a resident permanent full time supervisor located within the preference area.

1.08.1.2.2 Be either registered or licensed in Western Australia,

1.08.1.2.3 Apply in their tender to receive a Regional Business Preference.

1.08.1.3 The permanent office must be:

- a) The primary/main/head office of the tenderer (not casual or on short term contract); or
- b) A currently maintained, fully operational branch office which has existed for at least six months prior to the closing date of the tender.

1.08.1.4 The permanent full time supervisor must be a person whom:

- a) Is a principal, partner, director or bona fide worker of the tenderer;
- b) Has worked for the tenderer within the preference area for at least six months prior to the closing date of the tender; and
- c) Is qualified or experienced to act as a supervisor for the tenderer; and
- d) Provide evidence of residency within the preference area.

1.08.1.5 The preference area is the area outside the Perth Statistical Division and within:

- a) 200 kilometres radius of the contract site, when the contract site is within regional zone 2 (the statistical Divisions of Midlands, Upper Great Southern, Lower Great Southern, South-West).
- b) 400 kilometres radius of the contract site, when the contract site is within regional zone 3 (the Statistical Divisions not previously named); the distance may be extended to incorporate the nearest town, where this would not otherwise be included.

1.08.1.6 The written application for Regional Business preference must nominate:

- a) the address of the tenderer's permanent office;
- b) the name and address of the tenderer's resident full time supervisor;
- c) the tenderer's registration or licence type and number.

1.08.1.7 The Regional Business Preference shall be 5% of the eligible

contractor's tender sum to a maximum preference of \$50,000.

1.08.1.8 In addition, the Regional Content Preference is also available to regional business if the local contents are nominated in the tender submission on regional works contracts that are located within the prescribed distance. The Regional Content Preference shall be 5% of the value of the portion of the bid that represents regional content (ie goods, materials or services which are also located within the prescribed distance) calculated to a maximum of \$50,000.

1.08.1.9 The Regional Purchasing Preferences shall be deducted from the Regional Contractor's tender sum to arrive at the figure for comparative tender assessment. The tenderer when requested by The Department of Housing and Works shall supply evidence of the tenderer's claim to a permanent office and a resident permanent full time supervisor.

1.08.1.10 Evidence of the permanent office shall include:

- official recognition by the Australian Securities Commission, the Australian Taxation Office or the business names section of the Department of Fair Trading that the nominated office address is the main or branch office of the tenderer; or
- A letter from the Local Government Authority certifying that the nominated office address is being utilised as a bona fide branch office for the tenderer.

1.08.1.11 Evidence of the nominated supervisor being a bona fide worker of the tenderer shall be:

- Worker's Compensation cover, PAYG taxation records, wages sheets; or
- An employment contract for at least twelve months.

1.08.2 Regional Content Preference

1.08.2.1 A regional content preference is available to local Western Australia business located outside the prescribed distance (including businesses located in the Perth Metropolitan area) which use goods, materials or services in regional contracts that are purchased from business located within the prescribed distance.

1.08.2.2 The Regional Content Preference shall be 5% of the value of the portion of the bid that represents regional content calculated to a maximum of \$50,000.

1.08.3 Compliance Audit and Remedies for Non-Compliance

1.08.3.1 After the date of practical completion on contracts where the Contractor has been awarded the contract by way of

implementation of a preference under this clause, the Contractor may be required to certify that:

- Its regional permanent fixed office/establishment within the prescribed distance has been maintained for the full period of the contracts; or
- Only subcontractors and suppliers listed in the Claim for Preference for Local Content appended to the Form of Tender have been employed for the works.

1.08.3.2 Contractors that fail to certify or which certify falsely as to these matters may have sanctions applied, which may include but not be limited to:

- Refunding the cost to the Principal of allowing the preference; and/or
- Limitations placed on future tenders.

1.9 EVALUATION OF TENDERS

1.09.0.1 Tenders that do not comply with any of the Conditions of Tendering may be declared invalid by the Department of Housing and Works and consequently not considered.

1.09.0.2 The tender sum, construction type, and the ability of the tenderer to carry out the works will be the criteria used by the Department of Housing and Works to evaluate the tenders.

1.09.1 Selection Criteria

1.09.1.1 Prior to any contract being awarded by Department of Housing & Works the Tenderer must supply their certificate issued by the Australian Tax Office showing their Australian Business Number.

1.09.1.2 Tenders will be assessed based on the following:

1.09.1.2.1 Price

1.09.1.2.2 Current Workforce Employed / Capacity to Complete the Work

1.09.1.2.3 Financial Position

1.09.1.2.4 Location of the Business Premises / Workshop to adequately service the contract,

1.09.1.2.5 Past Performance / Experience

1.09.1.3 The criteria detailed above are not in any particular order and are not necessarily to be given equal weight.

1.09.1.4 Many factors will contribute to the assessment, and information supplied as required in the Application For Registration As a Contractor and Contract Interview (where deemed necessary because of the specific type of maintenance work to be performed) will contribute to the assessment against each criteria.

1.09.2 Public Information of Tender Results

- 1.09.2.1 Following the posting of Letters of Acceptance, the information as stated below shall be made available:
- 1.09.2.1.1 Results of Tenders are placed on the Notice Board situated **PLACE OF NOTICE BOARD**.
 - 1.09.2.1.2 The name of the successful tenderer and the price accepted would be the only information given on the Notice Board.
 - 1.09.2.1.3 Information of the tender results may also be obtained by contacting the OFFICE ISSUING the tender.
 - 1.09.2.1.4 Unsuccessful tenders shall be notified by mail of details of the successful offer including the name of the successful tenderer and the price accepted.
 - 1.09.2.1.5 Unsuccessful tenderers shall be entitled to further feedback on request about the reasons why their bid was unsuccessful.

1.09.3 Evaluation of tenderer's bid.

- 1.09.3.1 The ability of the tenderer to carry out the works will be evaluated by the Department of Housing and Works using the following criteria: -
- (a) Personnel, physical and financial resources
 - (b) Current and past performance in other Contracts with the Department of Housing and Works
 - (c) Other commitments
 - (d) Sanctions imposed by the Department of Housing and Works or the State Government
- 1.09.3.2 The Department of Housing and Works and the Principal shall not be bounded to accept the lowest or any tender.
- 1.09.3.3 The Department of Housing and Works reserves the right to require the tenderer, at their own cost and without any increase to the tender sum, to provide any of the following before awarding a contract:
- (a) Housing indemnity insurance.
 - (b) A bank guarantee for 10% of the contract value, in addition to the 5% retention of the building progress payments, held until practical completion.
 - (c) An unqualified letter from the tenderer's accountant attesting to the tenderer's financial capacity to commence, undertake and complete the project.

1.10 ADDITIONAL INFORMATION

- 1.10.1 When requested by the Department of Housing and Works, tenderers shall provide additional information regarding their ability to carry out the works and the composition of their tender sum, in order to enable evaluation of their tender by the Department of Housing and Works.

1.11 TENDER VALIDITY PERIOD

- 1.11.1 The tender validity period shall be: -
- For projects less than \$2m - 21 calendar days
 - For projects equal or greater than \$2m - 60 calendar days
- 1.11.2 Should the preferred tenderer withdraw his tender during this period, then an additional ten calendar days is required for tender processing for the subsequent tenderer. An additional ten calendar days is allowed for the tender processing for a new tenderer.
- 1.11.3 The preferred tenderer has the options of withdraw his tender or hold his tender price for a period of further thirty calendars days should the tender not be awarded within the tender validity period.
- 1.11.4 Tender will be recalled if it has not been awarded after the thirty days period.

1.12 APPRENTICE REQUIREMENT

- 1.12.1 Refer to 'APPRENTICE REQUIREMENTS FOR TENDER NO', a separate sheet of tender documents and clause 2.11 PRIORITY ACCESS (APPRENTICE) POLICY FOR HOUSING.
- 1.12.2 When the APPRENTICE REQUIREMENTS sheet nominates that an Apprentice is required at the close of tender, the tenderer must nominate on the Form of Tender the name, trade and indenture number of an Apprentice.
- 1.12.3 The nominated Apprentice must be employed:
- (a) within the building industry and,
 - (b) under a contract of employment for a minimum period of three months.
 - (c) by the tenderer; or
 - (d) a company of which the principals and/or ownership forms at least 50% ownership of the tenderer.
- 1.12.4 The Apprentice must be indentured to: -
- (i) the tenderer; or
 - (ii) a company of which the principals and/or ownership forms at least 50% ownership of the tenderer; or
 - (iii) a Group Training Scheme approved by the Department of Housing and Works .

1.13 PRE-REGISTRATION FOR INDEMNITY INSURANCE

- 1.13.1 Tenderers must provide written confirmation that their firm qualifies and is pre-registered for Housing Indemnity Insurance.
- 1.13.2 Pre-qualification for Housing Indemnity Insurance will be a condition of acceptance of the tender.

2 0- CONTRACT REQUIREMENTS

2.01 DOCUMENTS SUPPLIED

- 2.01.1 Two checked and identified sets of copies of the Contract documents will be supplied free of charge to the Contractor by the Department of Housing and Works.
- 2.01.2 The Department of Housing and Works will supply additional Tender Documents free of charge to the Contractor if they are available. It shall be the Contractor's responsibility to ensure that the additional sets are complete and accurate in all information appropriate to their use.
- 2.01.3 The Department of Housing and Works will supply detail drawings nominated in the Contract documents free of charge to the Contractor if requested.

2.02 DISCREPANCY IN DOCUMENTS

- 2.02.1 In the absence of the Superintendent's decision regarding interpretation, the following order of precedence of Contract Documents shall apply to resolve any ambiguity, discrepancy or inconsistency:
 - 2.02.1(a) the General Conditions of Contract as amended by the Department of Housing and Works;
 - 2.02.1(b) the Specification as qualified by SCHEDULES;
 - 2.02.1(c) the Drawings;
 - 2.02.1(d) the Specification as amended by Addenda.
 - 2.02.1(e) Figured dimensions shall prevail over scaled dimensions.
 - 2.02.1(f) The larger scale drawing shall prevail over the smaller scale drawing.
 - 2.02.1(g) Drawings showing details of particular parts of any work shall prevail over those for more general purposes.

2.03 FEES: WATER CORPORATION & WESTERN POWER CONNECTION

- 2.03.1 Government Authorities may impose sewer and water head-works fees, water meters fees and costs and Western Power underground connection fees to the Contract site.
- 2.03.2 The Department of Housing and Works prefers that the Contractor pays all Water Corporation charges (water and sewer head-works, water standard service charges, application fees, plumbing fees and standpipes) and Western Power underground connection fees. However, the Department of Housing and Works will reimburse the Contractor upon submission of receipts in the name of the Department.
- 2.03.3 The Department of Housing and Works will pay Water Corporation charges and Western Power underground connection fees direct to the

relevant authority when requested in writing by the Contractor. The Contractor shall provide the relevant authorities assessment notice addressed to the Department.

2.03.4 The Contractor is NOT to allow for these charges in the tender price.

2.04 BUILDING LICENCE

- 2.04.1 The Department of Housing and Works may have applied for the Building License for the project.
- 2.04.2 The Contractor shall allow for all the Building License fees.
- 2.04.3 The Contractor shall obtain the Building License from the Local Government Authority and pay all outstanding fees.
- 2.04.4 Fees paid by the Department of Housing and Works for the Building License shall be deducted from the contract.
- 2.04.5 The Contractor shall provide the Superintendent with a copy of building license conditions as soon as they are made available to the Contractor.
- 2.04.6 The Contractor shall notify the Superintendent if the Building License or other building approval is issued with conditions that conflict with the Contract documents.
- 2.04.7 The **Building license fee is GST exempt**. The Contractor is NOT to include GST on the Building License fee in the tender price.

2.05 TRAINING LEVY

- 2.05.1 The Contractor is **NOT** to include GST on the BCITF levy in the tender price. The BCITF levy is GST exempt.
- 2.05.2 The Contractor shall pay the Building and Construction Industry Training Levy due on the contract.
- 2.05.3 The Contractor shall supply the Department of Housing and Works with a copy of the receipt for payment of the BCITF levy.

2.06 PERFORMANCE BONDS

- 2.06.1 Government Authorities may impose payment of bond monies on the contract works.
- 2.06.2 The Contractor shall pay all bond monies required by Government Authorities for work under the contract.

2.07 SITE ALLOWANCES

- 2.07.1 A site allowance regarding the contract site may be awarded after an arbitration hearing (by the Western Australian Industrial Relations Commission or the Australian Conciliation and Arbitration Commission).
- 2.07.2 The Department of Housing and Works, upon submission by the Contractor of such a claim armed with satisfactory evidence of the amount having been paid to satisfy that Commission directive, would

pay the Contractor half of the awarded amount. The remainder shall be borne by the Contractor.

2.08 EXISTING WORKS OR SERVICES

- 2.08.1 Existing work disturbed or damaged by the Contractor shall be made good to match the adjacent work unless otherwise directed by the Superintendent.
- 2.08.2 The Contractor shall alter or reposition existing services as required by the Contract.
- 2.08.3 The Contractor shall make proper connections between existing and new work and services.

2.09 WORKERS AMENITIES

- 2.09.1 The Contractor shall provide the amenities required by the relevant building industry awards for workers engaged on the site.
- 2.09.2 The workers' amenities shall comply with the Local Government Authority requirements.
- 2.09.3 The Contractor shall maintain the workers' amenities on the site from the day the Works commence until Practical Completion.

2.10 ELECTRICITY AND WATER

- 2.10.1 The Contractor shall provide any temporary supplies of electricity or water required for execution of the Works.

2.11 PRIORITY ACCESS (APPRENTICE) POLICY FOR HOUSING

- 2.11.1 When the Contract is for two or more dwellings, the Contractor shall employ for the apprentice time period of the Contract at least the number of Indentured Apprentices stated on the APPRENTICE REQUIREMENTS sheet.
- 2.11.2 At the tendering stage, the Contractor shall supply written evidence to the Department of Housing and Works to verify that the Contractor has access to an apprentice either directly indentured or through a group training scheme. If the apprentice is supplied through a group-training scheme, the group-training scheme should confirm that an apprentice would be available to the Contractor if he is awarded the contract.
- 2.11.3 The apprentice time period of the Contract is measure from the date of issuing the building licence to the date of Practical Completion. When the contract site is **outside the Perth Metropolitan area**, the apprentice time period for ONE apprentice shall be twelve months.
- 2.11.4 Apprentices shall mean the same as in Clause 1.13:
- 2.11.5 Indentured Apprentices are
 - (a) Employed by:
 - (i) the Contractor; or
 - (j) a company of which the principals and/or ownership forms at least 50% ownership of the Contractor; or

- (b) Indentured to:
 - (k) the contractor; or
 - (l) a company of which the principals and/or ownership forms at least 50% ownership of the Contractor; or
 - (m) a Group Training Scheme approved by the Department of Housing and Works.

- 2.11.6 The number of Apprentices required for this Contract shall be additional to the total number of apprentices required for other building contracts between the Department of Housing and Works and the Contractor which are determined by the Department of Housing and Works to be less than 75% complete.

- 2.11.7 The Contractor shall supply the Department of Housing and Works with the name, trade and indenture number of each Apprentice whom he currently employs, commences to employ or ceases to employ during the apprentice time period of the Contract.

- 2.11.8 When requested by the Department of Housing and Works, the Contractor shall provide written evidence confirming that the Contractor's employed apprentices are Apprentices as defined by the tender documents.

- 2.11.9 The Contractor shall engage sub-contractors, during the apprentice time period of the Contract, who have indentured to them a collective number of apprentices at least equal to the number of Apprentices stated in the tender documents.

- 2.11.10 The Contractor shall supply the Department of Housing and Works with the following written information regarding each sub-contractor with indentured apprentices that the Contractor engages during the apprentice time period of the Contract:
 - 2.11.11 the sub-contractor's name and business address.
 - 2.11.12 The name, trade and indenture number of each apprentice employed by the sub-contractor.
 - 2.11.13 The Department of Housing and Works approve the following Group Training Schemes for Indentured Apprentices.
 - 2.11.13.1 Electrical and Electronic Gas.
 - 2.11.13.2 Plumbing and Painting Training Co.
 - 2.11.13.3 Esperance Group Training Scheme (Inc).
 - 2.11.13.4 South West Group Apprenticeship Association.
 - 2.11.13.5 Goldfields Group Training (Inc)
 - 2.11.13.6 Mid West Training Group (Inc).
 - 2.11.13.7 Central Regional Training Scheme (Inc).
 - 2.11.13.8 Pilbara Group Training Association (Inc).
 - 2.11.13.9 Great Southern Group Training (Inc).
 - 2.11.13.10 MBA Group Training Scheme

- 2.11.13.11 Leeuwin Group Training Scheme (South West Region)
- 2.11.13.12 W.A. Group Training Scheme
- 2.11.13.13 H.I.A. Training Foundation Trust

2.12 ALTERNATIVE CONSTRUCTION TYPE

- 2.12.1 Tenderers may submit tenders for alternative construction type but must also submit a conforming tender. Failure to submit a conforming tender with the alternative tenders may invalidate the tender submission.
- 2.12.2 Tenderers submitting an alternative construction type shall provide written and drawn information required with the Form of Tender. The alternative types and designs must comply with the dimensions shown on the tender drawings. i.e. eaves overhang, footing depth etc.. Failure to comply with the requirements will invalid the alternative construction types submission.
- 2.12.3 Alternative construction types and designs **will not be accepted after the award of tender**. The successful tenderer must construct the buildings in according with the accepted and approved tender documents.

2.13 PROGRESS CERTIFICATES

- 2.13.1 The Superintendent shall issue progress Certificates where the value of the work done under the Contract exceeds the following relevant minimum value:
 - (a) Contract sum not exceeding \$50,000.00. - Minimum progress payment shall be \$1,000.00.
 - (b) Contract sum exceeding \$50,000.00 but not exceeding \$200,000.00. - Minimum progress payment shall be \$5,000.00.
 - (c) Contract sum exceeding \$200,000.00 but not exceeding \$400,000.00. - Minimum progress payment shall be \$10,000.00.
 - (d) Contract sum exceeding \$400,000.00. - Minimum progress payment shall be \$20,000.00.

2.14 MATERIALS

- 2.14.1 The Contractor shall use APPROVED products when nominated or applicable.
- 2.14.2 Materials not otherwise specified shall be produced in Australia or New Zealand. When any specified materials are not available, the Contractor shall nominate similar or equivalent replacements for approval by the Superintendent.
- 2.14.3 When requested by the Superintendent, the Contractor shall provide certification from the manufacturer that a material complies with the specified STANDARD.

2.15 SUBSTITUTION OF MATERIALS

- 2.15.1 The Contractor may substitute the nominated materials with an approved alternative product only when indicated on the Schedule of Exterior Materials and Paint Colour.

2.16 PAYMENT FOR MATERIALS ON SITE

- 2.16.1 Unfixed materials delivered to the site for incorporation in the works shall not be included in the Progress Certificate.

2.17 PROTECTION OF MATERIALS

- 2.17.1 The Contractor shall at his own cost provide adequate storage and protection for all materials so as to preserve their quality and fitness.

2.18 CONTRACTOR'S PROFIT MARGIN

- 2.18.1 Department of Housing & Works will pay a Contractor's profit margin of 12.5 % of the agreed sum of the variation orders.

2.19 REPEG SITE

- 2.19.1 The Contractor shall engage and pay for a licensed surveyor to re-peg site to confirm true boundary lines.

2.20 ADVERTISEMENTS AND PROMOTIONS ON SITE

- 2.20.1 The Contractor shall supply and erect sign boards nominated in the contract documents. No other signs, advertising, promotions, flags, or displays shall be erected on the site without the written approval of the Department of Housing and Works. Signs stating "no ticket, no start" are prohibited.

2.21 SERVICES RECORD

- 2.21.1 For new buildings consisting of multiple dwellings the Contractor shall prepare a drawing accurately showing the site and the location of services constructed during the course of the Works including details required for future maintenance.
- 2.21.2 The Contractor shall submit the service record drawing to the Superintendent at Practical Completion of the Works.
- 2.21.3 Whenever possible the Superintendent will provide the base drawings for the preparation of the services record and in the event the Superintendent is unable to supply a base drawing then the Contractor shall arrange for it to be drawn at the cost of the Principal.

2.22 STRATA TITLING

- 2.22.1 Strata titling are not required of the Contractor for this project.

2.23 FIREWALL STATUTORY DECLARATION

- 2.23.1 All projects where re-roofing is specified on developments that are other than single detached houses shall be inspected by the contractor to ensure the fire wall meets 1Hour Fire Resistance Level (1HFRL) standard in accordance with the Building Code of Australia.
- 2.23.2 The contractor shall sign the following form as a statutory declaration to confirm that firewall(s) have been built or modified to 1HFRL standard in accordance with the Contract. Department of Housing will rely on this statutory declaration for the purposes of discharging its obligations and to establish that firewalls have been constructed or modified and installed in accordance with details and the Contract.

FIREWALL INSPECTION REPORT (FORM REQUIRED FOR PC)

The Contractor's Registered Builder of this project makes this Declaration.

PROJECT: _____ **UNIT NUMBER:** _____

SITE ADDRESS: _____

I have inspected the above unit/s in relation to the installation of the firewalls. In making this declaration I confirm that they have been constructed in accordance with the details provided in the contract drawings and specification.

The fire blankets have been installed above the firewall between the roofing materials.

No timber or other flammable building material breaches the firewall of any part of the accommodation unit as nominated above.

All the materials used in the construction of the firewalls and all other fire control prevention details are strictly in accordance with the specification and drawings.

Date of Practical Completion: _____

Signed* _____ Date: _____ .Builder Regn.# _____.

Inspection of firewall Installation was made by: _____
Name of person (printed)

*Signed by the registered Builder on behalf of the Building Contractor that all work completed for the firewall was as per contract.

2.23.3 The "Firewall Inspection Report" shall be signed and dated by the Registered Builder and Contractor's representative and submitted to the Superintendent at the Practical Completion of the projects.

2.23.4 A sum of \$500 per party will be withheld if the Superintendent (at the Practical Completion of the project) does not receive the Firewall Inspection Report.

2.24 GRAFFITI REMOVAL

2.24.1 The Contractor shall at all times ensure that all plant and equipment including temporary offices and lunchrooms on site are free of graffiti.

2.24.2 Promptly remove all graffiti applied to buildings, plant and equipment.

2.24.3 If graffiti is not removed within the time nominated by the Superintendent, the Department of Housing and Works will have the graffiti removed and recover the cost from the Contract.

2.25 PRACTICAL COMPLETION AND HANDING OVER KEYS

2.25.1 On the day of Practical Completion (the whole of the works is deemed to be practically complete), the contractor shall ensure that all units are connected to all services

2.25.2 All appliances (hot water heaters, stoves, ovens, TV antenna, and fittings like taps, light and power points) are to be in perfect working

order, before the keys are accepted.

2.25.3 All keys shall be properly tagged for identification before they are handed over to the Superintendent.

2.25.4 The Superintendent will issue a Certificate of Practical Completion.

2.26 MAINTENANCE DURING THE DEFECTS LIABILITY PERIOD

2.26.1 The contractor shall supply to the superintendent a 24-hour contact number for the four months defect Liability period.

2.26.2 The following EMERGENCY maintenance shall be commenced within three (3) hours of receiving the instruction from the Superintendent.

- Complete failure of the dwelling electrical power and/or lighting.
- Electrical shocks or sparks.
- Stove completely out of action.
- Gas leaks.
- Burst water pipes.
- Completely blocked WC pan and/or blocked sanitary plumbing overflowing inside dwelling.

2.26.3 If an EMERGENCY occurs outside normal working hours, or the Contractor is unable to be contacted by the Superintendent, then the Department of Housing and Works will complete the work and recover the cost from the contract at the Department of Housing and Works Zone Maintenance Rates.

2.26.4 The following PRIORITY maintenance shall be commenced within forty-eight (48) hours of receiving the instruction from the Superintendent.

- Blocked sanitary plumbing overflowing externally.
- No hot water.
- Cracked WC pan.
- Failure of common or security lighting.
- Faulty external entry door locks.

2.26.5 If a PRIORITY maintenance is not commenced within forty eight (48) hours of the Superintendent's instruction, the Department of Housing and Works will complete the work and recover the cost from the contract at the Department of Housing and Works Zone Contractor Maintenance Rates.

2.26.6 Any routine and all call back work is to be carried out in 10 Calendar days or noted on the inspection for repair at the end of the **four month** defect liability period.

2.26.7 The above emergency or priority situations are not exclusive.

3.0 SPECIAL CONDITIONS OF CONTRACT

3.1 COMPLIANCE WITH AWARDS

- 3.1.1 The Contractor shall comply with any Awards, Workplace Agreement binding upon the employer registered under the Workplace Agreement Act or Industrial Agreements binding on the employer made pursuant to the relevant Industrial Relations Act applicable to the work under the contract and shall ensure that all subcontractors do likewise. Without limiting the foregoing the Contractor shall:
- 3.1.2 Conform and comply with, all relevant Federal and State Legislation, Awards and Certified Workplace/Industrial Agreements as ratified by an Order of the Industrial Relations Commission.
- 3.1.3 For any obligations arising from that which the Contractor may have to make payments or contributions in respect of the Contractor's own direct employees.
- 3.1.4 The Contractor shall not directly or indirectly compel, oblige or petition any subcontractor to:-
- 3.1.4.1 make any payment or contribution to any redundancy or superannuation fund with respect to the subcontractor's own direct employees which the subcontractor is not required to contribute to under the terms of any Award or under the terms of any Industrial Agreement registered with the Industrial Relations Commission or other Workplace Agreement binding upon the employer registered under the Workplace Agreement Act or entered into by the subcontractor, unless the subcontractor is obliged to do so by relevant Federal or State Legislation, Awards or Industrial Agreements;
 - 3.1.4.2 enrol employees as union members;
 - 3.1.4.3 deduct union membership dues on behalf of employees;
 - 3.1.4.4 pay over-award payments to employees unless:
 - 3.1.4.4.1 a workplace agreement under the State Workplace Agreements Act;
 - 3.1.4.4.2 an industrial agreement under the State Industrial Relations Act;
 - or,
 - 3.1.4.4.3 a certified agreement or enterprise flexibility agreement under the Federal Industrial Relations Act.
 - 3.1.4.5 Subject to sub-clause 3.1.4.1 above, the Contractor shall not pay any employee for any period during which he did not work as a result of taking industrial action; unless:
 - 3.1.4.5.1 the Contractor is ordered to do so by order of either the Western Australian Industrial Relations Commissions or
 - 3.1.4.5.2 the Australian Conciliation and Arbitration Commission.The Contractor shall ensure that all his subcontractors do likewise.
- 3.1.5 The Contractor shall not directly or indirectly hinder an employee, one

of his subcontractors or one of his subcontractor's employees from working in accordance with his contract of employment when the reason for doing so is that the person is or is not a member of a union. The Contractor shall ensure that all his subcontractors do likewise.

- 3.1.6 The Contractor shall not enrol or cause to be enrolled into any membership of any industrial union or organisation any worker as a condition of working.
- 3.1.7 All subcontracts that the Contractor enters into for the execution of the contract shall contain provisions to give effect to the provision of this clause.
- 3.1.8 Any breach of the provisions of this clause 3 shall constitute a substantial breach of the provisions of the Contract for the purpose of the relevant section of the Contractor default clause in the General Conditions of Contract such that this contract may be determined without penalty to the Principal. The Contractor shall be solely liable for the consequence of not complying with the requirements of this clause 3.1. The Contractor shall indemnify The Department of Housing and Works against all damages and claims arising from breach by the Contractor of the requirements this clause 3.1.8.
- 3.1.9 Should the Contractor not comply with any of the requirements of this clause, The Department of Housing and Works may do one (or more) of the following:
 - 3.1.9.1 issue a Notice of Default pursuant to the relevant section of the General Conditions of Contract, (whichever is applicable);
 - 3.1.9.2 terminate the contract as a result of a substantial breach of its terms by the Contract pursuant to the relevant section of the Contract;
 - 3.1.9.3 determine to preclude from consideration tenders by the Contractor for certain works with Principal for a specific period;
 - 3.1.9.4 publish the names of the non-complying parties and actions taken.

3.2 SUB-CONTRACTING

- 3.2.1 Nothing in the Contract shall preclude any sub-contractor from sub-contracting any part of the work under the contract.

3.3 GOODS AND SERVICES TAX

- 3.3.1 The tenderer's company must have an Australian Business Number (ABN) and be registered for GST with the Australian Taxation Office (ATO) before the company can deal with the Department for current and future contracts.

- 3.3.2** **If the tenderer's company does not have ABN and GST registration, the Department will not be able to award a contract to the company.**

3.3.3 Tax Invoicing Agreement

- 3.3.3.1 The Department of Housing and Works will not be able to claim credits on GST paid for contracts involving the construction of rental dwellings.
- 3.3.3.2 Therefore production of a tax invoice from a Contractor is not required when a payment is made or claimed.
- 3.3.3.3 However tenderers are required to advise the Department of their ABN and GST registration when submitting tender by filling in the **Tax Invoicing Agreement**, and returning it together with the tender form to the Department of Housing and Works.

4. PRELIMINARIES:

4.1 GENERAL REPAIRS AND PAINTING CONTRACTORS - ELIGIBLE TENDERS

- 4.1.1 Tenders will be received only from contractors who are currently registered painters or employ currently registered painters under the Painters Registration Act 1961 (as amended).
- 4.1.2 The provision for currently registered painters applies for the duration of the contract.

4.2 RISE AND FALL

- 4.2.1 No rise and fall clause exists with this tender.

4.3 ABBREVIATIONS.

- 4.3.1 Appliances - To be Supplied
 - 4.3.1.1 The letters "T.B.S." in the Scope of works attached mean, "to be supplied" and The Department of Housing and Works will supply and pay for such appliances, which may be referred to in the Scope of Works as "T.B.S". The Contractor shall install all items marked "T.B.S". and the price of such items is not included.
 - 4.3.1.2 Suppliers nominated or ranked by The Department of Housing and Works will supply items "T.B.S." for the use by Contractors during the Contract.
 - 4.3.1.3 The Contractor must take delivery of the items and will be responsible for such items from the time of taking delivery until they are fixed or built in as directed and operating satisfactory.
 - 4.3.1.4 Notices of any damaged articles should be given immediately on receipt to the supplier, otherwise the Contractor will be held to have received same in good order.
 - 4.3.1.5 The contractor will be required to pick the new appliance up at no extra cost from suppliers nominated by DHW, for items "T.B.S".

4.4 VARIATIONS

- 4.4.1 No variation for the items shown on the Scope of Works and Specification shall be made without the approval of the Superintendent.
- 4.4.2 Any variations required **must** be priced before approval to commence is given.

4.5 RETENTION FUND

- 4.5.1 A retention of 2.5% of the contract sum will be retained during the four-month (4) defect liability period.

4.6 PROGRESS PAYMENTS

- 4.6.1 The Contractor shall be entitled to a progress payment at a minimum of every 28 days for work completed, or a negotiated time frame not less than 28 days. No payment shall be made for materials on site or greater than the value of the completed works.
- 4.6.2 No payment will be made for any work on the Contract until the Contract

Documents have been signed and Insurance Certificates have been submitted (Refer to General Conditions Clause 5.9 Insurances).

4.6.3 Failure to take out and maintain Insurances during the currency of the Contract will result in the Contract being terminated.

4.7 TIME FOR COMPLETION

4.7.1 The contract period shall commence 7 days from the date of the Contract letter of acceptance being signed and the time for completion is as follows:

4.7.2 This contract is to be completed in the time frame nominated in the contract.

4.7.3 Any other legitimate claim for an extension to time made within 5 calendar days from the start of the claim-affected period and supported by evidence.

4.8 LIQUIDATED DAMAGES

4.8.1 Applicable

4.9 TIPPING FEES

4.09.1 The contractor is responsible for all charges incurred for tipping of rubbish.

4.09.2 Rubbish is not to be placed in household bins.

4.10 SIGNBOARD

4.10.1 Provide and erect a signboard in a prominent position on the building lot boundary directed towards the street of the project address.

4.10.2 The board shall be a minimum 900 long and 450 deep mounted on a frame with two end posts which shall be long enough to display the signboard 1200mm above the ground and be erected solidly and permanently.

4.10.3 The board shall be painted in BLUE AND WHITE and words shall be neatly lettered or neatly stencilled on the signboard and spaced evenly in each direction of the signboard.

4.10.4 The signboard shall be erected within seven days of commencing work on the site and shall be maintained by the contractor for the period of the contract.

4.10.5 No other name board or advertisement of any kind shall be permitted on site without the written approval of the Project Manager.

5.0 GENERAL CONDITIONS:

5.1 INTERPRETATION

- 5.1.1 "The Superintendent" is the Manager Maintenance, The Department of Housing and Works and shall include any other Officer appointed as the representative of the Manager Maintenance for the purposes of the Contract.
- 5.1.2 "The Works" means the work or scope of Works detailed or listed in each Job Order issued from time to time by the Superintendent to the Contractor.

5.2 SERVICE OF DOCUMENTS

- 5.2.1 Any notice to be given to the Contractor under the terms of the Contract shall be served by:
 - 5.2.1.1.1 sending by post, or
 - 5.2.1.1.2 Sending by facsimile to the number provided by the contractor, or
 - 5.2.1.1.3 E-mailing to the contractor on the address provided by the contractor, or
 - 5.2.1.1.4 leaving the notice at the address given in the tender and
- 5.2.2 When posted in a prepaid letter it is deemed to have been duly received at the time at which the notice would have reached that address in the ordinary course of post.

5.3 QUALITY SERVICE/ CUSTOMER SERVICE

5.3.1 Code of Ethics

- 5.3.1.1 The Department of Housing and Works contractors and their employees or sub contractors shall adhere to the following:
 - 5.3.1.1.1 Carry out their duties to a morally acceptable standard, displaying honesty and integrity when dealing with The Department of Housing and Works, the customers of The Department of Housing and Works and the contractors own employees.
 - 5.3.1.1.2 Respect and observe the rights of all tenants, their guests, and any other customers of The Department of Housing and Works. At all times be polite and courteous and avoid any possible confrontation.
 - 5.3.1.1.3 The contractor shall not enter a property under the influence of drugs or alcohol or accept it from the occupants or induce any occupants of the house to partake in any such activity. Smoking is strongly discouraged, particularly inside the premises.
 - 5.3.1.1.4 Maintain a legally and morally acceptable code of behaviour in accordance with the provisions of the laws of Western Australia and uphold acceptable community standards of behaviour. The contractor shall not engage by action or words in any behaviour which could be interpreted as intimidatory or discriminatory, eg taunts, insulting language, aggressive behaviour, bodily gestures or pass sexual or racial comments or references. Dress standards are to be neat and must not offend community standards or common decency.
 - 5.3.1.1.5 The contractor shall observe the occupants' privacy and rights to quiet enjoyment of the property. Where the tenant has special needs or

- disabilities or has made reasonable request in relation to the carrying out of the works, then the contractor shall comply with that request.
- 5.3.1.1.6 Any matters of The Department of Housing and Works policy shall not be divulged or discussed by the contractor with the occupants. Furthermore, the contractor shall not divulge or discuss with any other person any private details concerning the occupants. The contractor shall not advise the occupants of any financial details concerning the contract or the cost of works carried out. Similarly, the contractor shall refrain from making any public comments concerning the policies of The Department of Housing and Works or the tendering system.
- 5.3.1.1.7 Any occupant caused misconduct, obstruction, non access or property damage should be reported immediately to the local area Department of Housing office.
- 5.3.1.1.8 Contract tenders and quotes for work submitted shall be free from any encumbrance or conflict of interest which may prejudice the tender process or place other tenderers at a disadvantage.
- 5.3.1.1.9 Collusion between Tenderers will not be tolerated. Any violation in this regard will be treated as a serious breach of the tendering process and the offenders will be disqualified from the tender.
- 5.3.1.2 The contractor shall take all necessary and reasonable precautions to prevent any damage or loss to the occupants' possessions, property or personal effects. Any damage or loss should be reported to The Department of Housing and Works immediately. Any reimbursement by the contractor to the tenant for any damage or loss caused shall be by the mutual agreement between the two parties concerned.

5.3.2 Standard Ethical Behaviour

- 5.3.2.1 In general, if the contractor refrains from offering any consideration to a public sector employee, the question of conflict of interest should not arise.
- 5.3.2.2 With entertainment, the contractor should keep to the scale to that which the public sectors people would have followed. When required, stick to working meals. Call on the public sector employee at his or her office in preference to lunch or dinner.
- 5.3.2.3 The contractor should avoid offering accommodation or travel to public sector people.
- 5.3.2.4 If travel is necessary the government will pay.
- 5.3.2.5 If the contractor wants to provide a gift of more than nominal value, make the gift to the agency rather than an individual and ensure the gesture is recorded.
- 5.3.2.6 Keep clear of people evaluating your tender, other than through visible and official communication channels.
- 5.3.2.7 If you want to invite agency The Department of Housing and Works staff to visit your premises or to view your products, you should address your invitation to Department of Housing, not the individual.
- 5.3.2.8 If your relationship with other contractors could lead to conflicts of interest in relation to the bid in progress, it is in your interests to disclose them.
- 5.3.2.9 If you have information or processes in one part of your company that are in conflict with the needs of a new government contract, you may have to

separate those activities so that conflict of interest will not arise or continue.

5.3.3 Value for Money

- 5.3.3.1 The contractor must abstain from collusive practices with any other bidder, or with
- 5.3.3.2 The Department of Housing and Works staff.
- 5.3.3.3 The contractor must avoid predatory pricing or dumping.

5.3.4 Transparency

- 5.3.4.1 The contractor must ensure all dealings with The Department of Housing and Works would withstand public scrutiny on fairness and equity.
- 5.3.4.2 The contractor must discuss with The Department of Housing and Works any aspect of the contracting process that poses an ethical concern.

5.3.5 Reporting and Controls

- 5.3.5.1 By treating ethical behaviour as a routine element of open dialogue with public sector employees who buy and manage contracts, the potential for unethical behaviour will be significantly reduced.

5.4 CUSTOMER SATISFACTION

5.4.1 Problem Resolution

- 5.4.1.1 The Contractor shall establish and maintain procedures that effectively deal with problems raised by The Department of Housing and Works or clients and those results of action taken are recorded.
- 5.4.1.2 The Contractor shall establish and maintain systems to ensure problems associated with the conduct of work, company procedures or clients are recorded and resolved in relation to The Department of Housing and Works work.
- 5.4.1.3 The Department of Housing and Works has in place strategies designed in consultation with staff and contractors to provide to its customers the most efficient and cost effective maintenance service available.
- 5.4.1.4 To achieve these aims The Department of Housing and Works has set the following goals:
 - 5.4.1.4.1 Consult with customers and the community about service provision
 - 5.4.1.4.2 Conduct market research studies on our customer services and products
 - 5.4.1.4.3 Improve communications with customers
 - 5.4.1.4.4 Have a code of ethics to be followed by contractors.

5.4.2 What the Department of Housing and Works expects from it's Contractors

- 5.4.2.1 Reliability is very important. We will not accept contractors who impose a high supervisory workload on The Department of Housing and Works.
- 5.4.2.2 The Department of Housing and Works will treat contractors with a high level of respect and trust. Breach of this trust will result in contractors being removed from the approved list.

- 5.4.2.3 Contractors must carry out work according to The Department of Housing and Works specifications and relevant Australian Standards.
- 5.4.2.4 The work must be carried out to a professional standard.
- 5.4.2.5 Prices must be reasonable and accurate according to the work carried out.
- 5.4.2.6 Contractor's work will be inspected to ensure compliance with these expectations.

5.4.3 Attitude to Customers

- 5.4.3.1 We expect that contractors will provide the same high level of service to our customers as we expect from our own staff.
- 5.4.3.2 Customers must be treated with respect and courtesy at all times.
- 5.4.3.3 Any complaint from a Customer is treated seriously and will be fully investigated.

5.4.4 Occupied Properties

- 5.4.4.1 Where work is to be completed whilst the tenant remains in occupation the contractor will provide safe and secure storage for the tenants personal belongings including the tenants furniture at no cost to the Department Of Housing And Works.
- 5.4.4.2 Where the roof cover is to be replaced the contractor will provide temporary weatherproof sheeting to protect the whole of the structure and contents from damage due to storm or tempest.
- 5.4.4.3 Where the tenant has installed a television antenna, security alarm, awnings or other approved fitting and fixtures, the contractor shall remove and reinstall same if it is necessary remove same to complete the work specified.

5.4.5 Administration

- 5.4.5.1 The Contractor shall establish and maintain a system to ensure that all documentation and records associated with the contract are controlled. The system must take account of the issues and changes of instructions and specifications to ensure that only current issues are used in the work.

5.5 QUALITY ASSURANCE

5.5.1 Requirements

- 5.5.1.1 The Contractor shall comply with **Type 4** quality assurance. That means a system using Inspection and verification of the documentation of the technical specifications as required by the tender. **Note:** The contractor **does not require** certification in order to comply with Type 4 Quality Assurance.
- 5.5.1.2 This may be accepted for products for which tender conformance must progressively be established through measurement tests and controls undertaken during the manufacture and assembly of the product and which can be verified by documentation on delivery eg; NATA or laboratory test certificates.
- 5.5.1.3 Contractors involved in servicing and installations must also be able to progressively establish procedures which can be verified by documentation

and upon inspection by the Superintendent of the works.

5.5.2 Supervision

5.5.2.1 The Contractor shall maintain programs for work supervision. Procedures shall be maintained to ensure that supervision of critical work aspects are completed in accordance with the specification and the status of the inspection and testing is recorded.

5.5.2.2 **Note:** The Department of Housing and Works will undertake random audits to ensure that the contractor has supervision in place and that the quality of work meets the standards specified.

5.5.3 Contractor Supplied Materials

5.5.3.1 The Contractor shall establish and maintain procedures for the verification of materials received (ie. conforms to requirements) and are handled and stored in accordance with manufacturer's instructions.

5.5.4 Planning

5.5.4.1 Contractors must understand and confirm with The Department of Housing and Works all conditions of the contract prior to commencement. They must regularly review the operation of the contract, identify and implement improvements.

5.5.4.2 The Contractor shall maintain a system to schedule and plan the work. This plan must include the personnel and equipment resources.

5.5.4.3 Further, the contractor should be able to demonstrate contingency plans when the normal system fails.

5.5.5 Work Process

5.5.5.1 The Contractor shall develop and maintain documented instructions for aspects of the work from The Department of Housing and Works where adherence to instructions will influence safety, reliability and work quality.

5.6 SUPPLY OF MATERIALS, LABOUR AND PLANT

5.6.0.1 The Contractor shall provide all materials, labour, plant, equipment, tools and everything else necessary for the Works in accordance with the terms of the Contract.

5.6.0.2 The Contractor shall provide adequate personal protective clothing and equipment for employees where it is not practicable to avoid the presence of hazards

5.6.0.3 **The Contractor is to provide Residual Current Device (RCD) protection for all electrical tools used on site during the execution of the works.**

5.6.0.4 The Contractor undertakes the whole risk of executing, completing and maintaining the Works.

5.6.0.5 The Contractor undertakes the whole risk of protecting and maintaining any part or parts of the building adjacent to or affected by the Works.

5.6.0.6 The Contractor shall be solely liable for loss or damage to the Works or the

- building from any causes whatsoever [except loss or damage caused by any negligent act or omission of The Department of Housing and Works].
- 5.6.0.7 The Contractor remains solely responsible until the Superintendent has certified that the Contractor has satisfactorily completed the whole of the Works.

5.7 PROPERTY DAMAGE AND PUBLIC RISK INSURANCES

- 5.7.1 The Contractor shall indemnify and keep The Department of Housing and Works indemnified against all loss or damage to the Department of Housing and Works property.
- 5.7.2 The Contractor shall indemnify and keep the Department of Housing and Works indemnified from and against all claims, demands, actions, suits or proceedings that may be made or brought by any person against:
- 5.7.2.1 The Department of Housing and Works,
 - 5.7.2.2 The Superintendent, professional consultants or agents of The Department of Housing and Works.
 - 5.7.2.3 Employees of The Department of Housing and Works
- 5.7.3 The Contractor's public risk insurance cover shall be in respect of personal injury to or the death of any person whomsoever for loss of or damage to any property whatsoever arising out of or as a consequence of the construction or maintenance of the works by the Contractor. The policy shall also protect from any costs and expense that may be incurred in connection with any such claim, demand, action, suit or proceeding.
- 5.7.4 The term Contractor includes the Contractor's employees, agents or subcontractors.

5.8 PROTECTION OF PERSONS AND PROPERTY

- 5.8.1 The Contractor shall provide, erect and maintain all necessary safeguards including barricades, guards, fencing
- 5.8.2 The Contractor shall provide, erect and maintain all necessary temporary roadways, footpaths, signs and lighting.
- 5.8.3 The Contractor shall provide and maintain all watching and traffic flagging lawfully required by any public or other authority or necessary for the protection of the works or of other property or for the safety and convenience of the public and others.
- 5.8.4 The Contractor shall remove the same when no longer required.
- 5.8.5 **The Contractor is responsible for removing items from the work site (eg paint tins, ladders, tools, etc) at the completion of each day.**
- 5.8.6 The Contractor shall avoid obstruction or damage to roadways and footpaths, drains and watercourses and public utilities and other services on or adjacent to the site which are visible or the location of which can be ascertained by the Contractor from the appropriate authority or from the contract.
- 5.8.7 The Contractor shall have any obstruction removed immediately and make good all damage at the contractor's expense caused by the contractor, the contractor's employees, agents or subcontractors, or the employees of any such agents or subcontractors.
- 5.8.8 The Contractor shall avoid interference with or damage to property on or

- adjacent to the site and shall provide the temporary protection for that property.
- 5.8.9 The Contractor shall repair and reinstate all damage caused thereto by the employees, agents or sub-contractors or the employees of any such agents or subcontractors, either directly or indirectly.
- 5.8.10 In the event of the Contractor's failure to comply with any obligation under this clause, The Department of Housing and Works may perform the obligation on the contractor's behalf and the cost incurred shall be a debt due from the Contractor to the Department of Housing and Works.
- 5.8.11 The Department of Housing and Works may deduct or recover such costs as from the Contractor out of payments due from The Department of Housing and Works.
- 5.8.12 The Contractor shall prevent nuisance to the owners, tenants or occupiers of properties adjacent to the site and to the public generally.
- 5.8.13 Where work under the Contract is being carried out in or adjacent to occupied premises, the Contractor shall carry out such work in such a manner as to interfere as little as possible with the normal use and occupation of the premises by the occupants.
- 5.8.14 The Contractor shall furnish, for the approval of the Superintendent, details of the proposed arrangements in this regard, including a construction program showing the times within which the various part of the works are to be completed.

5.9 INSURANCES

- 5.9.1 The contractor shall indemnify The Department of Housing and Works against all actions, (claims, demands, liabilities, losses, damages, costs and expenses of whatsoever nature) which The Department of Housing and Works may suffer, (incur or sustain) in connection with (or arising in any way whatever out of) any breach by the contractor of its obligations under the contract. (or out of any negligent act or omission on the part of the contractor or its employees, agents or sub-contractors).
- 5.9.2 Without limiting the Contractors' obligations and responsibilities the Contractor shall take out and maintain during the currency of the Contract, insurances in respect of the following risks:
- 5.9.2.1 **A Public Liability Policy** in respect of death or bodily injury to any person and damage to property for an amount not less than five million dollars (\$5,000,000) in the joint names of the Contractor, sub-contractors and The Department of Housing and Works for their respective rights, interests and liabilities, and include a cross liability clause.
- 5.9.2.2 **An Employers' Indemnity Policy** including a Principal's Indemnity clause to protect Department of Housing in respect of liability for payment of compensation or damages to any employee or sub-contractor of the Contractor both under the Workers' Compensation and Rehabilitation Act 1981 and at Common Law for an amount not less than fifty million dollars (\$50,000,000).
- 5.9.3 Upon notification of letter of acceptance the contractor shall immediately lodge certificates of proof of required insurances with Department Of

Housing. No work shall be commenced until details of insurances have been provided and further proof is required on the renewal of each insurance contract.

5.9.4 Note: Insurance policies taken out prior to the commencement date of the contract or renewed during the currency of the contract must cover a 12 months minimum period and total payment must be made in advance for the 12 month duration of the policies.

5.9.5 **Where an insurance policy has ceased to remain current, the contractor will be suspended immediately and the contract may be terminated.**

5.10 MATERIALS AND WORK STANDARDS

5.10.1 Materials used in the work under the Contract and standards of work shall be in conformity with the provisions of the Contract. Any materials not otherwise specified shall be new and where applicable, materials and standard of work shall be in accordance with the relevant AUSTRALIAN STANDARDS. The Superintendent may reject any material or work which is not in accordance with the Contract and may direct its replacement, correction or removal. All such replacements, corrections and removals shall be at the Contractors cost.

5.10.2 Where work is specified to be inspected by the Superintendent before being covered up, the Contractor shall notify the Superintendent when same is ready for inspection. Should the Superintendent not inspect the work within a reasonable time the Contractor may proceed with the Works. If required to open up the work at a later date the Contractor shall be paid the cost of opening up and making good unless the work does not comply with the Contract Specification.

5.10.3 Where in the opinion of the Superintendent faulty materials used or work standards performed by the Contractor have resulted in defects requiring repair or replacement then the Contractor shall be required to make good such works nominated. This work shall be carried out at the contractor's expense to the satisfaction of the Superintendent for the whole or such portion of the work, as the Superintendent shall determine.

5.10.4 Materials not otherwise specified shall be produced in Australia or New Zealand and conform to the requirements of the Australian Standards.

5.10.5 The contractor shall not purchase goods that are determined by the Commonwealth Minister for Customs to have been dumped.

5.11 ASSIGNMENT AND SUB-CONTRACTING

5.11.1 The Contractor shall not, without the prior written approval of The Department of Housing and Works assign, mortgage, charge or encumber the Contract or any part thereof or any benefit or moneys or interest thereunder.

5.11.2 The Contractor shall not sub-contract any part of the work under the Contract unless prior application has been made in writing to The Department of Housing and Works giving full particulars of the part of the work under the Contract to be sub-contracted and of the proposed Sub-Contractor.

5.11.3 The Contractor shall provide evidence that the written approval of The Department of Housing and Works has been obtained when required.

- 5.11.4 The specific requirements of the Painters Registration Act 1961-1976 and the Painters' Registration Amendment Act 1983 must be complied with in regard to the employment of Sub-Contractors.

5.12 REQUIREMENTS OF STATUTES

- 5.12.1 The Contractor shall comply with the provisions of all relevant Acts, Regulations, By-laws, Orders, Proclamations, Codes of Practice and Guidance Notes made or issued under any such Act.
- 5.12.2 The Contractor shall comply with the lawful requirements of public and other authorities in any way affecting or applicable to the Works or the execution of the Work under the Contract.
- 5.12.3 The Contractor shall give all notices necessary to comply with the aforesaid requirements and shall pay and bear all fees payable in connection therewith.

5.13 SAFETY

- 5.13.1 The Contractor shall comply with all regulations contained in the Occupational Safety and Health Act 1994 and the Occupational Safety and Health Regulations 1996 during the currency of the works.
- 5.13.2 The Contractor shall comply with the requirements and procedures prescribed by Worksafe, Western Australia.
- 5.13.3 The Contractor must supply all their workers and sub contractors with relevant safety data sheets.
- 5.13.4 The contractor shall comply with all Environmental Protection Acts and any Amendments. Wherever practicable environmental friendly products are to be used.**
- 5.13.5 The contractor shall comply with The Department of Housing and Works safe working procedure for working on roofs.**

5.14 WORKING WITH ASBESTOS BUILDING PRODUCTS

- 5.14.1 The Contractor shall comply with the requirements of all Acts and any Amendments.

5.15 HEPATITIS B AND HIV/AIDS

- 5.15.1 The Contractor shall comply with the requirements of all Acts and Codes of Practice and any Amendments.
- 5.15.2 Employers have a primary responsibility to protect their employees from exposure to blood or body fluids in the work place, where practical. This includes considering alternative systems of work to enable employees to avoid exposure to hazards. Where employers and employees agree that work practices cannot be developed to enable employees to avoid working with blood or blood and bodily fluids, then employers must provide adequate personal protective clothing and equipment. In addition, employees should be trained in how to use and care for this protective clothing and equipment.
- 5.15.3 People, who pose a risk of infection from Hepatitis, HIV/AIDS and other infectious diseases, as with any other accommodation, may occupy the

Department of Housing and Works accommodation. Privacy requirements prevent The Department of Housing and Works from disclosing whether the occupant of any particular dwelling suffers from an infectious disease. The contractor should take appropriate steps to avoid infection by treating each dwelling as potentially hazardous and ensuring observance with the Code of Practice referred to below.

- 5.15.4 The Occupational Health Safety & Welfare have established a Code of Practice that provides practical guidance and strategies to reduce exposure of people in the work place to Hepatitis B and HIV/AIDS related diseases.
- 5.15.5 Due to the potential risk of exposure to blood or bodily fluids in the workplace, the contractor shall ensure that both it and its employees and contractors are familiar with the Code of Practice and take all reasonable steps to apply its terms.

5.16 ENVIRONMENTAL PROTECTION

- 5.16.1 The Contractor shall comply with the requirements of all Acts and any Amendments.

5.17 EQUAL OPPORTUNITY

- 5.17.1 The Contractor shall comply with all relevant provisions under the Equal Opportunity Act (1984) and any Amendments.

5.18 CONTRACTOR'S REPRESENTATIVE

- 5.18.1 Execution of the Works shall be supervised by the Contractor personally, or by an approved competent person employed by the Contractor whose name shall be notified to the Superintendent in writing.
- 5.18.2 The Contractor or Contractor's authorised representative shall be on the site whenever necessary, as determined by the Superintendent, to provide adequate supervision of the execution of the Works.
- 5.18.3 Any order given by the Superintendent to the Contractors authorised representative shall be deemed to be an order given to the Contractor.

5.19 DEFAULT OR BANKRUPTCY OF CONTRACTOR

- 5.19.1 If the Contractor makes default under this Contract in the following respects:
 - 5.19.1.1 by failing to commence the Works within the period specified;
 - 5.19.1.2 by failing to carry out the Works at a rate of progress satisfactory to the Superintendent;
 - 5.19.1.3 by neglecting or omitting to carry out any instructions of the Superintendent in respect of the Works;
 - 5.19.1.4 by failing to complete the whole of the Works within the time specified for completion or within such extended time as the Superintendent may approve;
 - 5.19.1.5 by intimating unwillingness or inability to complete the Works;
 - 5.19.1.6 by committing an act of bankruptcy;
 - 5.19.1.7 by failing to carry out the Works to satisfactory standard or neglecting to

- use the materials specified
 - 5.19.1.8 by committing any major breach of the Code of Ethics
 - 5.19.1.9 by claiming for works not completed;
 - 5.19.1.10 by over charging for works performed;
 - 5.19.1.11 by carrying out works which have not been authorised by the Superintendent;
 - 5.19.1.12 by sub-contracting any part of the work under the Contract without the prior written approval of The Department of Housing and Works.
 - 5.19.1.13 by committing any major breach in regard to compliance with any awards, registered workplace agreements or industrial agreements.
 - 5.19.1.14 by failing to take out and maintain required insurances during the currency of the Contract.
- 5.19.2 The Department of Housing and Works may, by giving seven days notice in writing (with the exception of invalid insurance coverage which will result in immediate suspension) suspend part of or cancel the Contract. All moneys held by The Department of Housing and Works may be utilised by The Department of Housing and Works for the purpose of completing the Works.
- 5.19.3 Contractors who are in breach of **General Conditions Clause 5.19, Default or Bankruptcy of a contractor** will be terminated and will not be considered for future work with The Department of Housing and Works.

5.20 SETTLEMENT OF DISPUTES

- 5.20.1 All disputes or differences between The Department of Housing and Works or the Superintendent on behalf of Department of Housing and the Contractor arising out of the Contract shall be first negotiated between the parties.
- 5.20.2 if a matter is not resolved by negotiation between the parties within 28 days of the matter being raised as an issue of dispute or difference it may referred by either party to an arbitrator who shall hear the dispute and make a determination.
- 5.20.3 The disputes or differences being referred to an arbitrator for a determination must be issues within the contract and include those concerning the performance or non-performance by either party of their respective obligations under the Contract.
- 5.20.4 Disputes and differences may be those raised either during the execution of the work under the Contract or at the completion of the Works at the conclusion of the Contract.
- 5.20.5 The selection of the Arbitrator shall be made according to the following:
 - 5.20.5.1 Mutually agreed upon by the parties in writing; or
 - 5.20.5.2 In the absence of that agreement one of at least three persons (none of whom shall be an employee of The Department of Housing and Works or the Contractor or have had any association with the work under the Contract) whose names are submitted in writing by The Department of Housing and Works for selection by the Contractor; or
 - 5.20.5.3 In the absence of that selection, by an arbitrator appointed by the Institute of Arbitrators & Mediators, Australia (by the President of the WA Chapter) to deal with the dispute in accordance with the provisions of the Commercial Arbitration Act (1985) and laws of Western Australia.
- 5.20.6 The arbitrator selected shall seek from that party requesting arbitration a copy of the notice in writing given to the other party of the dispute or difference arising and outlining the scope and nature of the issue in dispute.
- 5.20.7 The stages of selections shall be made within 28 days unless otherwise agreed between the parties.
- 5.20.8

6.0 SPECIFICATIONS FOR PAINTING AND REPAIRS

6.1 THE SCOPE OF WORK & GENERALLY

- 6.1.1 Schedule of Work
- 6.1.1.1 All works shall be carried out and required under the Contract to the units will be as nominated on the Schedule of Work.
- 6.1.2 Access.
- 6.1.2.1 The Contractor is required to make arrangements with occupiers for access to premises to carry out work as ordered. The Contractor and their representatives must carry and produce identification when requested to by Department of Housing & Works officers and Department of Housing & Works tenants.
- 6.1.2.2 If an occupier were absent the Contractor is required to leave written notice of the visit and request advice from the occupier as to when access can be obtained to carry out the work. The written notice shall show the Contractor's name, address, telephone number, date time and main reason for call. A sample of the notice form is to be lodged with the local Department of Housing & Works Office for approval.
- 6.1.2.3 THE CONTRACTOR OR HIS SERVANTS ARE FORBIDDEN TO ENTER OCCUPIED PREMISES IN THE ABSENCE OF THE TENANT EXCEPT BY THE EXPRESS PERMISSION OF THE TENANT.
- 6.1.3 Site Amenities.
- 6.1.3.1 Occupied properties. The contractor shall be responsible for providing all statutory and necessary amenities, power, lighting etc and sanitary facilities or negotiate otherwise with the tenant.
- 6.1.3.2 Vacated Properties. Where Works are to be carried out to unoccupied dwellings the existing water, sanitary, power and other facilities in the unoccupied dwellings may be used by the Contractor and their personnel employed on the Contract. The facilities are to be used for the sole purpose of the completion of the works, however should there be no power the contractor will be required to provide necessary power, lighting, etc.
- 6.1.3.3 Where the facilities are not used properly, the right conferred by the clause 6.1.3.2 may be withdrawn, in which case the Contractor shall provide all statutory and necessary amenities and sanitary facilities for staff and other persons lawfully upon the site and remove them on completion of the work.
- 6.1.4 Clean Up
- 6.1.4.1 All work is to be carried out with the minimum inconvenience to the occupants, and any dirt or mess including unserviceable items, building materials, sand or soil occurring from the works shall be cleaned up and removed from the site, to the approval of the Superintendent.
- 6.1.4.2 Asbestos cement products shall be handled, removed and disposed of in accordance with Clause 14 of General Conditions entitled 'Working with Asbestos Building Products'.
- 6.1.5 Tipping Fees.
- 6.1.5.1 The contractor shall be responsible for all charges incurred for tipping.
- 6.1.5.2 Department of Housing & Works will not reimburse the contractor for any such charges involved in tipping. Rubbish is not to be placed in household

bins.

6.1.6 Payments.

6.1.6.1 Works Carried Out on Contract.

6.1.6.1.1 Payments shall be made at regular intervals upon satisfactory completion of work, as determined by Department of Housing & Works, and upon the receipt of the Contractor's signed invoice.

6.1.6.1.2 No retention will be held.

6.1.6.1.3 No payment will be made for any work on the Contract until the Insurance Certificates have been submitted (Refer to General Conditions, Clause 5.9 Insurances).

6.1.6.1.4 Failure to take out and maintain Insurances during the currency of the Contract will require the Contractor to cease all works and notify the superintendent without delay. The contract may also be terminated. (Refer to General Conditions, Clause 5.21.)

6.1.7 Guarantee.

6.1.7.1 The whole of the painting work will be required to be covered by a two year guarantee in accordance with the following requirements and such guarantee shall be deemed to have been given by the Contractor by virtue of his acceptance of the work.

6.1.7.2 Where in the opinion of the Superintendent the coating shows undue deterioration, the Contractor will be required to re-paint; re-enamel, etc as required at his own expense (inclusive of labour and material).

6.1.7.3 Work remedy shall be undertaken to the satisfaction of the Superintendent for the whole or such portion of the work as the Superintendent shall determine.

6.1.8 Maintenance.

6.1.8.1 No retention will be held for work carried out, however corrective work orders may be issued when the maintenance period of six months has expired.

6.1.8.2 If it is found necessary to have corrective work carried out, the contractor shall return and complete the work at no cost to Department of Housing & Works.

6.1.8.3 If corrective work is not carried out satisfactorily, the contractor will not be considered for future work with Department of Housing & Works.

6.1.9 Vacated and Purchased Units.

6.1.9.1 Department of Housing & Works reserves the right to withdraw any unit from this Contract and the contract price will be reduced by deducting from the contract figure the sum allowed for that particular unit in the Contractor's tender or as determined by Department of Housing & Works.

- 6.1.9.2 Where circumstances on site indicate to the contractor that there is a possibility of a unit having been or in the process of being purchased by the occupier, clarification is to be sought from the Superintendent or the nearest Department of Housing & Works office before proceeding.
- 6.1.10 Viewing Premises.
- 6.1.10.1 Contractors are required to view the premises before tendering.
- 6.1.11 Commencement Notice.
- 6.1.11.1 The Contractor shall give at least two (2) days' notice of the intention to commence work using the form provided, directed to the Department of Housing & Works office nominated -on the "Notice of Commencement of Work".
- 6.1.11.2 Such notice shall give:
- 6.1.11.2.1 Proposed date of commencement;
 - 6.1.11.2.2 Property details: Lot number, street number (if any), street name and district of the property upon which commencement is to be made;
 - 6.1.11.2.3 Names of employees to be employed on contract for both wages and sub-contract people.
- 6.1.11.3 Payment will be made conditional of this notice of Commencement being given.
- 6.1.11.4 Any work started before receipt of the notice may be rejected and the Contractor shall remove same entirely and make good to the satisfaction of the Superintendent, and at his own expense.
- 6.1.11.5 All further correspondence during the course of the contract is to be directed to the Department of Housing & Works office nominated on the 'Notice of Commencement of Work'.
- 6.1.12 Completion of Paint Preparation.
- 6.1.12.1 Inspection by Superintendent.
- 6.1.12.1.1 When paint preparation has been completed on each unit, the Contractor is to notify the Superintendent at the Department of Housing & Works office nominated on the "Notice of Commencement of Work' form.
 - 6.1.12.1.2 When the superintendent, or nominee, elects to inspect the works, the work is not to proceed until that inspection has taken place.
- 6.1.13 Variations.
- 6.1.13.1 Adjustment by deduction or increase in the contract price as the case may require, shall be made for all variations authorised or directed by the Superintendent.
- 6.1.13.2 Costing of variation orders shall be negotiated and agreed between the Contractor and Superintendent, prior to any necessary action and issue of variation orders, with the exception whereby a unit is withdrawn from the contract.

- 6.1.14 Time for Commencement and Completion.
- 6.1.14.1 The work shall be commenced within seven days of the Acceptance of the Tender, or within such further time as may be approved by the Superintendent.
- 6.1.14.2 Thereafter, the Contractor shall execute the Works under the Contract in accordance with the Contract and any directions of the Superintendent.
- 6.1.14.3 The rate of progress shall be satisfactory to the contract completing as programmed and to the Superintendent. The Contractor shall complete the Works within the time specified or within any extended time allowed by the Superintendent.
- 6.1.14.4 Completion dates for each respective contract will be determined from the dates set off the Letter(s) of Acceptance.
- 6.1.14.5 No work shall be executed on a Sunday or public holiday, except where authorised by the Superintendent or for emergency purposes.
- 6.1.14.6 The time for completion shall be as set out in the schedule. The following is provided as a guide:
- | | | |
|------------|---------------|---|
| 6.1.14.6.1 | 1 - 9 units | 1 week per unit from Acceptance of Tender |
| 6.1.14.6.2 | 10 - 20 units | 14 weeks from Acceptance of Tender |
| 6.1.14.6.3 | 20 - 50 units | 17 weeks from Acceptance of Tender |
- 6.1.14.7 Where a contractor is awarded two or more contracts at the same time, work must be carried out simultaneously on each contract.
- 6.1.15 Superintendent of Works.
- 6.1.15.1 Where the Contractor is not personally engaged full time on the work, a competent supervisor shall be constantly employed on the site to provide adequate supervision of the execution of the works.
- 6.1.15.2 Notwithstanding, where work is to be carried out by sub-contractor labour, and on all contracts in excess of. 30 units, the Contractor is to maintain full and constant supervision until the completion of the project.
- 6.1.15.3 That shall be achieved by the appointment of a competent supervisor who shall be the Contractor's authorised Representative.
- 6.1.15.4 The Superintendent may request the Contractor to arrange removal of any person employed in or about the works from the works.
- 6.1.15.4.1 The Clause applies whether the person being removed is employed by the Contractor or by any Sub-Contractor.
- 6.1.15.4.2 If the person removed is, in the opinion of the Superintendent, incompetent for the task(s) being performed or misconducts themself, that person shall not be employed again on the DHW works without the permission in writing of the Superintendent.
- 6.1.16 Schedule of Work.
- 6.1.16.1 Works other than painting required in this Contract shall include all that is defined and outlined below.
- 6.1.16.1.1 Ease and adjust all sashes, awning panels, shutters and external doors to 2mm clearance on all edges after painting is completed.
- 6.1.16.1.2 Cramp and pin all sashes where required and oil all hinges and louvre frames.
- 6.1.16.1.3 Secure and tighten all mouldings and battens.
- 6.1.16.1.3.1 Clean out all eaves, valley, secret gutters, gutters and downpipes leaving clear of soil, leaves and other obstructions.
- 6.1.16.1.3.2 Secure all loose downpipes and straps, vents and water service pipes and fixings.

6.1.16.1.3.3 Repair all leaks to gutters, where nominated or evident. (Where silicon is used in gutter repairs all surplus material to be removed from surfaces.)

6.1.16.1.3.4 Report any badly damaged or rusty gutters to the superintendent.

6.1.17 Sign.

6.1.17.1 The Contractor shall at all times prominently display on the site a notice board not less than 900mm x 600mm in dimensions.

6.1.17.2 The sign written as follows:

THIS PAINTING CONTRACT IS BEING CARRIED OUT ON
BEHALF OF DEPARTMENT OF HOUSING & WORKS BY
(Insert name of Contractor and Painter Registration Number.)

6.1.17.3 The Contractor's name shall be in lettering not less than 75mm high.

6.1.18 Painter.

6.1.18.1 All painting shall be carried out by qualified tradesman painters.

6.1.18.2 Painters' work shall be in accordance with the best trade practice and shall be finished to the satisfaction of the Superintendent.

6.1.18.3 All materials to be used in accordance with the manufacturers' specifications.

6.1.18.4 All work shall be generally consistent with A.S 2311 (painting of buildings.)

6.2 EXTERNAL COLOUR SCHEMES

6.2.1 Nominated colour scheme.

6.2.1.1 Colour schemes will be provided but if a colour scheme is not nominated the contractor is to liaise with the Department of Housing & Works superintendent who will supply a suitable colour scheme.

6.2.1.2 Gutters and external doors to be in trim colours either to match the existing roof or brick colour or in alternative acceptable colours.

6.2.1.3 Consecutive houses to have alternative colours schemes.

6.2.1.4 Fibro cement sheeting to eaves, linings and fixed panels, to be of an acceptable pastel colour, compatible with trim colours and the colour of external walls.

6.2.1.5 Downpipes, vent stacks, exposed water pipes, valleys and flashings to be painted to match colour of background.

6.2.2 Removal of Security/ Barrier Doors, Screens: awnings and lattice.

6.2.2.1 A licensed security installer shall carry out security doors and screens removal and replacement.

6.2.2.2 Security/ Barrier Doors, Screens, awnings and lattice covering openings, windows and doors etc. are to be removed together with their brackets to permit painting as specified.

6.2.2.3 On completion of painting, the removed items are to be fixed back in position.

6.2.2.4 Removal and replacement of Security/ Barrier Doors, Screens: awnings and lattice shall be at no extra cost to Department of Housing & Works.

6.2.3 Removal of Cyclone Screens (North West Only).

6.2.3.1 Cyclone Screens covering openings, windows and doors etc. are to be removed together with brackets to permit painting as specified and on completion of painting, screens and brackets to be fixed back in position at no extra cost to Department of Housing & Works.

6.3 MATERIALS

- 6.3.1 All paints, enamels, preparatory materials etc, shall be approved by the Australian Paint Approved Scheme (A.P.A.S.) and to be a minimum of the Trade Premium Range (unless otherwise specified).
- 6.3.2 Before commencing the Contract and within two weeks of the date of the letter of acceptance, the Contractor shall indicate in writing the product he proposes to use. Should the Contractor wish to change from one paint manufacturer to another during the period of the Contract the Contractor shall notify the Superintendent in writing.
- 6.3.3 All paints to be used in the contract shall be delivered on the job in unbroken containers bearing the trademark of the manufacturer.
- 6.3.4 The Superintendent may require that the paints and other material to be used in the contract be subject to inspection and approval.
- 6.3.5 Putty is to be of approved manufacturer, of a proper consistency and coloured where necessary to match the surrounding work. Only exterior grade type shall be accepted in outdoor service situations.
- 6.3.6 All paint supplied to an A.P.A.S. specification and in excess of 50 litres in whole or part shall include an A.P.A.S. 'Record of Supply' for each batch represented in the lot or lots.
- 6.3.7 The "Record of Supply' shall be forwarded to the appropriate Department of Housing & Works officer.
- 6.3.8 Full sealed tins of paint may be required by the superintendent without notice to be opened and 250ml samples (in triplicate) taken from the Painter's pots for testing.
- 6.3.9 Where samples fail to meet the test requirements or to compare satisfactorily with the retained samples of the batch in the manufacturer's records the Contractor will be required to pay the testing fee.
- 6.3.10 The Contractor may be directed by the Superintendent to completely do again all work that has been done with the incorrect materials.
- 6.3.11 Samples from finished work may be taken by testing agents to confirm that the finished work complies with the Contract specification.
- 6.3.12 If these samples fail to meet with Department of Housing & Works specification requirements, the contractor will be required to pay the testing fee and to completely do again all work considered by the Superintendent as not complying with the specifications.

6.4 DEFINITIONS

- 6.4.1 For the purpose of this Contract the following words used in this Specification and the attached schedules shall have the meanings below:
- 6.4.1.1 External – (All previously painted surfaces). This includes:
- 6.4.1.1.1 Shall mean all work commonly known as such and as defined by the Superintendent.
- 6.4.1.1.2 Unless specifically omitted external will include all Verandahs including floors [front and back], porches, patios, carports, pergolas and outbuildings.
- 6.4.1.1.3 All edges of all timber sashes and doors, Screen doors and window screens, between the blades of fixed louvres, the meeting surfaces

- of double hung sashes, aluminium window mid rails, internal surfaces of spandrels.
- 6.4.1.1.4 The visible surfaces of front wing and return fences, ranch type fences, gates, detached handrails, letter boxes and posts, metal and timber meter boxes complete, standpipe posts, waste and water pipes [metal and PVC].
- 6.4.1.1.5 Vent stacks, valleys, roof flashings and down pipes and any previously painted or unpainted material renewed or installed prior to or at the time of this Contract.
- 6.4.1.1.6 External work of outbuildings and storerooms shall include internal painted surfaces of doors and windows, door and window frames and architraves.
- 6.4.1.2 Wash Down.
- 6.4.1.2.1 Shall mean the thorough washing and cleaning down of all surfaces to be painted, plus
- 6.4.1.2.2 the removal and stripping of all grease and dirt, plus
- 6.4.1.2.3 the removal of any flaking or defective paint/ material.
- 6.4.1.2.4 Shall be done with an approved cleaning agent that shall leave the work surface in a fit condition for repainting.
- 6.4.1.3 Patching and Making Good.
- 6.4.1.3.1 External - shall mean patching of holes in fibro cement or weatherboard cladding, replacement of loose or missing bricks, stopping up of holes in rendered work and generally making good to all external surfaces in accordance with best trade practice.
- 6.4.1.3.2 Internal - shall mean patching of holes to clout holes, broken plaster, cracked or abraded surfaces.
- 6.4.1.3.2.1 Repaired areas are to be neatly stopped or flushed up with an approved patching plaster.
- 6.4.1.3.2.2 Stains shall then be sealed with an approved pigmented spirit sealer or oil based sealer. (All preparation is to be completed as detailed in preparation for internal one and two).

6.5 DETAILS OF EXTERNAL WORK REQUIRED

- 6.5.1 Generally.
- 6.5.1.1 All external surfaces previously or usually painted shall be thoroughly prepared and painted to provide a smooth even finish, uniform in gloss, colour and appearance as follows:
- 6.5.1.2 Fibre Cement Sheeting.
- 6.5.1.2.1 Thoroughly wash down with an approved cleaning agent and remove all powdered and chalking paint with clean water.
- 6.5.1.2.2 Remove all loose and flaking material and patch.
- 6.5.1.2.3 Apply approved sealer complying with G.P.C.-S-17 at a wet film thickness of 50-65 micrometers [16m^2 to the Litre].
- 6.5.1.3 Walls:
- 6.5.1.3.1 Finish with not less than two coats of 100% Acrylic gloss paint complying with G.P.C.-L-28. The dry film thickness of the total latex paint film shall be in the range 50 -70 micrometres with an average dry film thickness of not less than 65 micrometres.

- 6.5.1.4 Ceilings:
- 6.5.1.4.1 Finish with not less than two coats of 100% Acrylic low sheen to all rooms excluding wet areas complying with G.P.C.-L 26/5. The dry film thickness of the total latex paint film shall be in the range 60-80 micrometres with an average dry film thickness of approximately 70 micrometres.
- 6.5.2 Eaves:
- 6.5.2.1 Finish with not less than two coats of flat finish to G.P.C.-L-26/3 of L-26/6. (In areas above the 26th parallel the same finish is to be used as for walls).
- 6.5.3 Masonry and concrete
- 6.5.3.1 Brickwork and rendered work previously painted with a cement based material shall be thoroughly washed down, properly prepared by the removal of all loose and flaking work and making good.
- 6.5.3.2 Surface to be sealed with approved G.P.C. sealer recommended and guaranteed by the Paint Manufacturer.
- 6.5.3.3 Apply two coats of 100% Full Gloss Acrylic complying with G.P.C.-L-28 the dry film thickness shall average 50-70 micrometres in two coats. (All work to be completed strictly in accordance with Manufacturer's instructions).
- 6.5.3.4 Concrete verandahs and porches that were previously painted are to be sealed and given two coats of a recognised paving paint.
- 6.5.4 External Woodwork
- 6.5.4.1 Wash down with an approved cleaning agent and prepare by:
- 6.5.4.1.1 All cracked, flaked, checked crocodiled, perished or blistered paintwork is to be burnt off or sanded down to provide an approved satisfactory surface.
- 6.5.4.1.2 Any woodwork that has previously been painted to be similarly well brushed and sanded down.
- 6.5.4.1.3 All build up of old paint or putty is to be scraped back. All woodwork to be properly stopped where necessary.
- 6.5.4.2 Sashes are to be checked over before painting and all loose, perished, or otherwise defective putty is to be removed and after priming rebates replaced with new putty, etc.
- 6.5.4.3 All timber, weathered to bare wood [or new work], or burnt off shall be sanded down to expose fresh timber and coated with one coat of wood primer to G.P.C.-P-18/1. The measurable dry film thickness of the primer coat shall be in the range 25-40 micrometres with an average dry film thickness of not less than 30 micrometres.
- 6.5.4.4 With exception of sashes, architraves, doors, window and door frames, existing work shall be prepared as specified then coated complying with G.P.C.-L 28/1 (dry film thickness clause as per the appropriate specification at clause 6.5.1.2).
- 6.5.4.5 Where white paint is required to cover dark colours, one coat of undercoat complying with G.P.C.-U-16. The dry film thickness of the undercoat shall be in the range 30-45 micrometres with an average dry film thickness of not less than 37.5 micrometres, to be given before

finishing coat [Gloss coat paint] complying with G.P.C.-E-15/3. The dry film thickness shall be in range 25-40 micrometres with an average dry film thickness of not less than 30 micrometres.

- 6.5.4.6 Sashes Architraves, Windows and Door Frames shall be prepared as specified above and
 - 6.5.4.6.1 coated with one (1) coat of undercoat complying with G.P.C.-U-1611. The (Solvent Borne Undercoat) dry film thickness of the undercoat to be in the range 30-45 micrometres with an average dry film thickness of not less than 37.5 micrometres.
 - 6.5.4.6.2 then finished with one (1) coat of Full Gloss exterior enamel complying with G.P.C.-E-1513 with a dry film thickness being in the range 25-40 micrometres with an average dry thickness of not less than 30 micrometres.
- 6.5.4.7 Varnish work to transom etc: Complying with G.P.C.-V-55/3 [single pack] dry film thickness for the total clear coating shall be in the range 40-50 micrometres.
- 6.5.4.8 Exposed dressed rafters, verandah boards and dado framing which has not previously been painted are to be given one coat of linseed oil complying with G.P.C.-M-107/2.
- 6.5.4.9 Where sawn timber or verandah boards has been previously painted, or is required to be painted, it shall be cleaned down and given two coats of water based acrylic timber finish paint complying with G.P.C.-V-115/3 dry finished thickness 20-30 average 25 micrometres.
- 6.5.5 Metalwork
 - 6.5.5.1 Metal work is to be properly washed with fresh water to remove any salt accumulation and rubbed down scraped and wire brushed to remove any scale, rust, etc.
 - 6.5.5.2 Surfaces bare of galvanised protective coating shall be treated with the approved metal primer complying with G.P.C.-P-13/4. The dry film thickness of the priming coat shall be in the range 25-35 micrometres with an average dry film thickness of not less than 30 micrometres.
 - 6.5.5.3 One undercoat complying with G.P.C.-U-16/1 shall be applied at a dry film thickness in the range 30-45 micrometres with an average dry film thickness of 37.5 micrometres.
 - 6.5.5.4 One coat of gloss enamel complying with G.P.C.-E-15/3 shall be applied at a dry film thickness in the range 60-80 micrometres with an average dry film thickness of not less than 70 micrometres.
 - 6.5.5.4.1 Sound weathered galvanised surface primer the approved G.P.C.-P-13 dry finished thickness 25-35 average 30 micrometers. and
 - 6.5.5.4.2 Followed by two coats of G.P.C.-L-28/1. Dry finished thickness of 70-90 micrometres average 75 micrometres.
 - 6.5.5.5 New galvanised iron shall be coated with one coat of latex primer complying with G.P.C.-P-13/4 and as above G.P.C.-L-28/1 etc.
 - 6.5.5.6 Metal balustrades to be prepared as above then one coat of gloss enamel complying with G.P.C: E-15/3 a combated dry film thickness in the range 60-80 micrometres with an average dry finished thickness 70 micrometres.
 - 6.5.5.7 Metal gutters, letter boxes and combined fascia gutters shall be prepared as specified above and,
 - 6.5.5.7.1 Coated with one (1) coat of undercoat complying with G.P.C.-U-16/1

- (Solvent Borne Undercoat).
- 6.5.5.7.2 the dry film thickness of the undercoat to be in the range 30-45 micrometres with an average dry film thickness of not less than 37.5 micrometres, then
 - 6.5.5.7.3 finished with two (2) coats of Full Gloss exterior enamel complying with G.P.C.-E-15/3 with a dry film thickness being in the range 25-40 micrometres with an average dry thickness of not less than 30 micrometres, or
 - 6.5.5.7.4 Prepared as specified and finish with not less than two coats of full gloss acrylic latex paint complying with G.P.C.-L-28/1. The dry film thickness of the total latex paint film shall be in the range 60-90 micrometres with an average .dry film thickness of not less than 75 micrometres.
- 6.5.6 Iron Roofs.
- 6.5.6.1 When a G.C.I. roof is specified to be painted it shall be wire brushed to a good surface, to remove all loose and flaking paint, then washed down with clean water.
 - 6.5.6.2 Rust affected areas treat with G.P.C.-P-162.
 - 6.5.6.3 Apply two coats of roofing paint complying with G.P.C.-P-12/2 at a dry film thickness in the range 50-100 micrometres with an average dry film thickness not less than 75 micrometres.
- 6.5.7 Unpainted Fibre Cement Sheeting.
- 6.5.7.1 Thoroughly scrub and wash down all unpainted fibre cement sheeting with clean water.
 - 6.5.7.2 Apply approved sealer complying with G.P.C.-S-17/1 at a wet film thickness of 50-65 micrometres (16m² to the litre).
 - 6.5.7.3 Walls:
 - 6.5.7.3.1 Finish with not less than two coats of 100% acrylic Full Gloss acrylic paint complying with G.P.C.-L-28. The dry film thickness of the total latex paint film shall be in -the range 60-90 micrometres with an average dry film thickness of not less than 75 micrometres.
 - 6.5.7.4 Eaves: G.P.C.-L-26/3 [as noted in 6.5.1].
- 6.5.8 Over painting Colorbond.
- 6.5.8.1 Remove any rust carefully, using a wire brush or sanding.
 - 6.5.8.2 Sweep away all loose rust particles.
 - 6.5.8.3 Apply a two pack etch primer complying with G.P.C.-P-32 or 162 to rust affected areas.
 - 6.5.8.4 Apply two coats of 100% Full Gloss acrylic paint in a matching colour complying with G.P.C.-L-28 and applied as per A.P.A.S. specifications.
- 6.5.9 Completion.
- 6.5.9.1 Finally clear away all debris, tins, scaffolding etc.,
 - 6.5.9.2 clean off all spilt paint, or paint -spots and
 - 6.5.9.3 leave all surfaces in a clean and tidy condition to the satisfaction of the Superintendent.
 - 6.5.9.4 Fly screens and other items removed for painting are to be replaced.
 - 6.5.9.5 Opening sashes and doors are to be left in working order and locked.
- 6.5.10 Contractors Details.

- 6.5.10.1 Stencil, paint or sign write neatly on the interior of the meter box lid, or where otherwise directed, the following information in letters 25mm high. [Felt pen lettering not to be used).
 - 6.5.10.1.1 Date of completion of painting.
 - 6.5.10.1.2 Name of painting contractor
 - 6.5.10.2 Fix aluminium 80mm house numbers to the front of the property, visible from the road, when no house number is evident (not stick on type).
- 6.5.11 Repositioning of Identification Plate/Numbers.
- 6.5.11.1 When nominated in schedule of works, lot numberplates are to be removed from existing positions and resecured inside meter boxes.
 - 6.5.11.2 Lot numbers only are to be repainted on plates in 30mm lettering.
 - 6.5.11.3 Where no plate exists, lot numbers as above are to be painted inside meter-box.

6.6 DETAILS OF INTERNAL PAINTING REQUIRED.

6.6.1 Colours Schemes.

- 6.6.1.1 If a colour scheme is not nominated, wall colours are to be in approved colours by the superintendent. Ceiling colour to be white. Previously painted doors, skirtings and quads to match existing. All other woodwork to be white or as directed. (Mission Brown or similar dark colours are not to be used for woodwork). Paint is to be a minimum of the Trade Premium range.

6.6.2 PREPARATION:- INTERNAL ONE.

- 6.6.2.1 Thoroughly wash all surfaces using an approved cleaning agent so as to obtain an acceptable clean surface for painting.
- 6.6.2.2 Mask off any non-painted area from adjacent painted surfaces (architraves and window frames), provide and place drop sheets to protect floors and cabinet tops.
- 6.6.2.3 Remove, store and replace or cover any furniture.
- 6.6.2.4 Remove of all hooks, nails and the like before painting commences.
- 6.6.2.5 Apply sealer complying with GPC-17/1 and undercoat complying with GPC-U-16/1 when necessary to cover all stains, all dark colours, all patching materials, all porous surfaces and graffiti.
- 6.6.2.6 Strip off all loose or flaky paint, stopping and feathering of all edges as needed.
- 6.6.2.7 Patch and make good to sheet joints, sealing gaps with an approved gap sealer, and complete rubbing down of depressions, nibs, and paint edges to give a uniform surface such that the paint thickness and integrity is satisfactory.
- 6.6.2.8 No extras will be paid for sealers, undercoats or excessive preparation.

6.6.3 PREPARATION: - INTERNAL TWO.

- 6.6.3.1 The preparation of woodwork shall include the following:
- 6.6.3.1.1 Thoroughly wash all surfaces using an approved cleaning agent, to obtain an acceptable clean surface for painting.
- 6.6.3.1.2 Removal and place back or cover up of any furniture.
- 6.6.3.1.3 All cracked, flaked, crocodiled, perished or blistered paintwork is to be sanded down, and old build-up of paint or putty is to be scrapped back, stopped and primed as for GPC-P- 18/3.
- 6.6.3.1.4 Seal gaps between timber and walls with an approved flexible gap sealer.
- 6.6.3.2 No extras will be paid for excessive preparation.

6.6.4 INTERNAL 1: PAINTING OF CEILINGS AND WALLS.

- 6.6.4.1 Walls and ceilings except wet areas-
- 6.6.4.1.1 Prepare as specified above.
- 6.6.4.1.2 Apply two (2) coats of 100% acrylic low sheen interior paint, complying with GPC-L-26/5, and to a minimum of trade premium range.
- 6.6.4.1.3 Each coat is to have a dry film thickness in the range 25-35 micrometres with an average dry film thickness of no less than 30 micrometres, and finished to provide a smooth even surface uniform

in colour, gloss and appearance.

- 6.6.4.2 Walls and ceilings (only when nominated in the colour scheme).
 - 6.6.4.2.1 Prepare as specified above,
 - 6.6.4.2.2 Apply two (2) coats of Interior Satin enamel, Solvent Borne, complying with G.P.C.-E-10, to a minimum of a trade premium range.
 - 6.6.4.2.3 Each coat to have a dry film thickness in the range 25-50 micrometres with an average dry film thickness of not less than 35 micrometres, to provide a smooth even surface uniform in colour, gloss, and appearance.
 - 6.6.4.3 All wet area walls and ceilings (eg. laundry, bathroom and toilet).
 - 6.6.4.3.1 Prepare as specified,
 - 6.6.4.3.2 Apply two coats of 100% semi gloss acrylic paint, complying with GPC-L-27 to a minimum of a trade premium range. Each coat is to have a dry film thickness in the range of 25-35 micrometers with an average dry film of not less than 30 micrometers, to give a uniform finish.
 - 6.6.4.4 NOTE: ceilings with bad imperfections can be painted in flat enamel with the authorisation of the Superintendent.
- 6.6.5 INTERNAL 2: WOODWORK.
- 6.6.5.1 All woodwork internally is to be varnished or painted to match existing.
 - 6.6.5.2 Varnished work is NOT to be painted.
 - 6.6.5.3 Varnish Work:
 - 6.6.5.3.1 Prepare as specified.
 - 6.6.5.3.2 Give one (1) coat of. Timber Coloured Spirit Stain complying with G.P.C.-M-111 to produce a consistent colour where necessary and
 - 6.6.5.3.3 Apply two (2) coats of Interior Varnish complying with G.P.C.-V-114.
 - 6.6.5.4 Painted Work:
 - 6.6.5.4.1 Prepare as specified.
 - 6.6.5.4.2 Apply one (1) coat of Undercoat (Solvent Borne) complying with G.P.C.-U-1 6/1, the dry film thickness of the undercoat shall be in the range 30-45 micrometres with an average dry film thickness of not less than 37.5 micrometres (colour to match final coat).
 - 6.6.5.4.3 Finish with one (1) coat of Full Gloss Interior Enamel complying with G.P.C.-E-15/4 with a dry film thickness being in the range 25-40 micrometres with an average dry thickness of not less than 30 micrometers.
 - 6.6.5.5 Non-Standard Areas.
 - 6.6.5.5.1 The following rooms and similar areas are to be treated as follows:
 - 6.6.5.5.1.1 Internal surfaces of all painted and non painted cupboards [not melamine] including Kitchen cupboards, Laundry and bathroom cabinets are to be included when other surfaces are listed for painting and as for internal two.
 - 6.6.5.5.1.2 Wardrobes or woodwork with veneer facings previously varnished are to be rubbed down and given one coat of clear matt or semi gloss varnish to match existing.
 - 6.6.5.5.1.3 Wardrobes to bedrooms or Cupboards in halls and passages are part of that area and are included in the painting of the

nominated room. To include all internal and external previously and not previously painted surfaces.[not including melamine surfaces].

6.6.5.6 Internal Wall papering.

- 6.6.5.6.1 When required, areas to be wallpapered will be nominated on the Job Order.
- 6.6.5.6.2 Preparation shall include wash down, removal of grease - dirt - loose and flaking paint, stopping and patching, rubbing down, sealing or binding, and securing back of any existing wallpaper.
- 6.6.5.6.3 Non-pasted, non-patterned, vinyl coated paper of a light colour is to be used and fixed to walls with glue recommended by the Manufacturer.

6.7 SCHEDULE A

- 6.7.1 The Contractor shall select the materials supplied by one of the ready-mixed paint manufacturers, supplying to the Australian Paint Approved Scheme standards.
- 6.7.2 Note: Except for the tinting of undercoats, mixing of colours is only permitted in factory of manufacturer or by using approved mixing machines or at the discretion of the superintendent.
- 6.7.3 Paints shall be the product of a manufacturer-currently granted:
 - 6.7.3.1 "Recognition" by the Australian Paint Approved Scheme (ISO9002)
OR
 - 6.7.3.2 Accreditation to AS3902 certified by an organisation accepted by the State Supply Commission of Western Australia.
- 6.7.4 Paints shall be delivered to the Contract Site in the manufacturer's labelled and sealed containers.