

4.00 Project Preliminaries

All the requirements of this Section are Mandatory.

4.01 General

These Preliminaries shall apply to any contracts involving the construction of new buildings, refurbishment of existing buildings, installation or upgrade of building services, site works including roadways and car parks, and site services.

4.02 Terminology

The following terms and their associated meaning are used in this Section and throughout this document;

Principal – Griffith University (GU)

Construction Authority – Campus Life (CLF)

Superintendent – The Deputy Director (PD&C), or his nominated Representative

Contractor – Shall be either the Contractor appointed after competitive tendering for 'Traditional' Lump Sum Contracts, or the Design & Construct (D&C) Manager appointed for 'Non Traditional' design and construction management Contracts.

4.03 Conditions of Contract

The Conditions of Contract for all Lump Sum Fixed Price 'Traditional' Contracts over \$250,000 in value are the General Conditions of Contract AS 2124 – 1992 together with the 'Griffith University Amending Conditions of Contract Modifying AS 2124' dated June 2006.

For projects up to \$250,000 in value, the GU Conditions of Contract for Minor Works shall be adopted. These Contract Conditions may be adopted for projects over \$250,000 where the number of trades is limited and the works are not complex or highly serviced, and only when approved by PD&C.

The Conditions of Contract for Design & Construction Management Contracts are the 'Griffith University Standard Conditions of Contract for Design & Construct Projects (Based on AS 4300 – 1995)' Second Edition dated November 2004.

4.04 Conditions of Tendering

The 'Griffith University General Conditions of Tender' shall be used for all Lump Sum Fixed Price 'Traditional' Tenders. These Conditions are contained in [Section 33.00](#) of this document.

The GU Conditions of Contract for Minor Works incorporates Conditions of Tendering.

4.05 Conditions for Submission of Proposals, D&C Projects

The 'Griffith University Conditions for Submission of Proposals by Contractors for the Management of the Design & Construction of Projects' shall be used on all 'Non Traditional' D&C projects.

4.06 The Site

The building must be located within the zone indicated on the Site Plan provide by PD&C. Any additional site area for the use of the Contractor during construction, must be approved by the Superintendent after appropriate consultation.

The Contractor must exert proper control on all persons engaged on the works, and restrict all construction activities within the designated site boundaries unless otherwise approved by the Superintendent.

The site boundaries must be clearly delineated and fenced before any site clearing commences. All construction activities shall be within the fenced area, and no rubbish, spoil, sand, gravel, equipment etc. shall be placed or stored outside the fence in bushland, on roads or pathways.

All roads and paths outside the fenced area shall be maintained clear and clean and in good condition at all times. Any damage shall be reinstated by the Contractor at no cost to GU.

Any turf, rock walls, gardens and planting surrounding the site damaged during construction are to be restored upon completion, unless otherwise agreed with the Superintendent.

Side tracks and paths through any adjacent bushland to access the site are strictly prohibited.

Consultants and Contractors must visit the site during the design or tender phases of the project to ensure they are familiar with all existing site conditions, particularly with respect to the location and nature of existing services which enter or cross the site.

The Contractor shall ensure that all necessary precautions are taken to protect the site in accordance with the various requirements outlined later in this Section. All employees of the Contractor and all Subcontractors, must be advised of all the University's requirements which impact on carrying out the Works as part of the Site Safety Induction.

4.07 Soils Investigation

A comprehensive soils investigation must be carried out to the requirements of the structural engineer prior to completion of the developed design, and shall be included in all appropriate tender documentation.

For D&C Projects, the cost of this investigation may be paid for directly by GU, however it is the responsibility of the D&C Manager and its structural engineer to prepare the brief, obtain competitive quotations, and appoint the successful company subject to the approval of GU.

GU will accept no responsibility for the interpretations made from the soils investigation report by its Consultants or Contractors.

4.08 Stamp Duty

The Contractor shall be responsible for the payment of any stamp duty levied on the Contract(s).

4.09 Import Duty

The Contractor is responsible to pay all customs and other charges, duties or taxes which may be payable on any imported materials, plant or equipment required to execute the Contract Works.

4.10 Security & Retention

The University will accept Bank Guarantees for Security and Retention as required under the Contract. Refer to [Section 32.00 Standard Forms](#) for the only acceptable format of the Bank Guarantee.

4.11 Deed of Guarantee, Undertaking & Substitution

Where the Contractor is a wholly owned subsidiary company of another company, it will be required to execute a 'Deed of Guarantee, Undertaking & Substitution' between the Principal and the parent company. Refer to [Section 32.00 Standard Forms](#) for the only acceptable format of this 'Deed'.

4.12 Q Leave Levy

The Principal will pay the Portable Long Service Leave levy and the Workplace Health & Safety fee on all projects where applicable.

4.13 Working Hours

Working hours on site shall be by agreement between the Contractor and CLF.

Except for emergency works, work outside those agreed hours may only be carried out subject to the prior approval of the Superintendent.

4.14 Noise Control

The Contractor shall manage the noise from construction activities in accordance with the requirements of AS 2436, the Environmental Protection Act and Local Authority regulations. Where necessary, provide effective means of noise suppression to plant and equipment.

Where excessive noise from activities such as saw cutting and jackhammer work will occur, this should be carried out either before or after normal University working hours as agreed with the Superintendent.

The Contractor shall provide reasonable notice to the Superintendent when he intends to undertake such activities, to allow warning to be given to occupants in adjacent buildings who will be affected by the noise, or for suitable alternative arrangements to be made.

Radios are not permitted on GU construction sites at any time.

4.15 Project Sign

The Contractor shall supply and erect a project sign board where directed by the Superintendent. Refer to GU Standard Sign GSS - 268 for the layout and content of the sign.

4.16 Existing Site Data

Drawings indicating the locations of existing buildings, site services where known, and other permanent features will be supplied to Consultants or Contractors by GU. The University accepts no responsibility for the accuracy or otherwise of the information shown on these drawings.

A detail contour survey of the site will also be provided by GU.

Position, depth and size or capacity of existing services, floor levels of adjacent buildings etc, must be confirmed on site by the relevant Design Consultant or Contractor, including reference to supply authorities where appropriate. Where such investigation determines that an error exists in the drawings provided by GU, the correct information shall be provided in writing to the Superintendent.

The Contractor must take all necessary precautions to protect existing buildings, services, landscaping and other features where necessary.

The University maintains a register of the Asbestos Containing Materials (ACMs) identified in all its existing buildings. The University cannot guarantee that all such materials have been identified in buildings constructed prior to 2004, as they may be concealed in ceiling spaces, behind wall linings, under floor coverings or in plant and equipment items. Prior to undertaking any demolition or refurbishment works in an existing building constructed prior to 2004, the Contractor shall inspect the defined works area and undertake reasonable investigations, including minor demolition, to confirm the information contained in the Asbestos Register and to identify the presence of any other ACMs not registered. If any unregistered ACMs, or potential ACMs are identified, then the Contractor shall immediately advise the Superintendent who will

direct the Contractor as to what measures shall be undertaken to deal with the materials in question including arranging for any testing to confirm the presence of asbestos.

4.17 Temporary Services

The Contractor must consult with, and obtain the approval of the Superintendent for all temporary connections to existing campus services. The Contractor shall arrange for and provide adequate temporary services to the Works to suit its own and all Subcontractors' requirements, including all necessary connections and distribution systems, and remove all temporary work and make good on completion as follows;

Water supply - The temporary water service shall include hose points and hoses on all floor levels. The Contractor shall take account of the level of water restrictions in force at the time, and shall take all steps to limit water usage in compliance with those restrictions. Temporary toilet facilities should utilise water free urinals, dual flush toilets and timed taps.

Electricity supply – Where the project is located within an existing campus, GU will supply all electricity for normal construction work, testing and commissioning, free of charge to the Contractor. The Contractor must take all necessary action to eliminate waste of energy. For new building projects on GU campuses, the Contractor shall source all electrical power from a single supply point. This supply shall be metered for NGERS reporting, and the distribution of power around the site shall be from this single metered supply only. This requirement shall also apply to major refurbishments where whole floors are affected.

Telecom service – The Contractor shall pay all costs for the installation, rental, calls and disconnection of any telephone and fax services that it requires.

Fire fighting equipment – The requirements of the BCA shall be complied with for the duration of the Works.

4.18 Fences, Hoardings etc.

Site Fence – Before commencement of any construction activity, the Contractor shall erect a temporary fence to the perimeter of the site as agreed with the Superintendent and Campus Facilities Manager to comply with the requirements of the Workplace Health & Safety Act & Regulations, but not less than 1,800 mm high. The fence must be maintained in good condition at all times and gates shall not be cut in the wire for pedestrian access other than in designated areas. Gates must be locked when there is no construction activity on site. The fence construction and location must be suitable to prevent any exposure to construction site risks to all pedestrian and vehicular traffic passing the site.

Hoardings – The Contractor shall erect temporary hoardings, barricades etc as required by the relevant Australian Standard or regulations to ensure the safety of all persons and vehicles either on or adjacent to the site.

Signs – The Contractor shall provide all safety signage on the fence or hoardings as required by the WH&S Regulations. Signage necessary to direct deliveries to the site shall not be erected on, or obstruct the view of any GU campus signage. Contractors or Consultants corporate signage may be affixed to the site fence or hoardings, but such signage shall be kept to a minimum.

4.19 Site Sheds & Amenities

The Contractor shall provide site offices, storage and amenities in accordance with the current Construction Workplace Amenities Advisory Standard as issued under the WH&S Act & Regulations. These temporary buildings must be in sound condition, weatherproof, erected on sound foundations and connected to temporary site services by licensed tradespersons.

The Contractor must maintain the sheds and amenities in a clean and tidy condition.

On completion of the works, all temporary buildings and structures must be removed, and the site restored to its original condition where such buildings are outside the site boundaries or not impacted on by the project landscaping.

4.20 Site Security

The Contractor is responsible for safeguarding the Works both during and after site working hours. The Contractor shall be responsible for employing any watchmen or security patrols, providing adequate lighting or other security measures as necessary.

The Contractor shall not rely in any way on the GU campus security service to provide any security for the site.

No extensions of time or extra costs will be allowed with respect to any damage, loss of materials or disruption to the works due to breaches of site security.

4.21 Workplace Health & Safety

The Contractor is appointed the Principal Contractor within the meaning of the Workplace Health and Safety (WH&S) legislation. The Contractor must fulfil the obligations of the Principal Contractor as set out in the legislation.

The Contractor shall be responsible to pay all penalties, costs and expenses which may be incurred by the Contractor as the Principal Contractor in respect of offences committed or alleged to be committed under the provisions of the WH&S legislation.

The Contractor must appoint a Workplace Health and Safety Officer in accordance with the WH&S legislation, and shall provide details of the appointed officer to the Superintendent prior to work commencing on the site.

The Contractor must ensure that a record is maintained of all incidents that occur in connection with the Contractor's Project, and must ensure that the record is available to the Superintendent if requested.

The Contractor must ensure that all notifiable incidents that occur on the worksite are reported to the Superintendent as soon as possible after the incident and at the time of notifying the Department of WH&S. The Contractor must conduct a detailed investigation of any notifiable incident that occurs, and must also conduct an investigation into any other incident if requested by the Superintendent. The Contractor must provide the Superintendent a copy of the Incident Investigation Report within two (2) weeks of the incident date, including actions taken by the Contractor to prevent similar incidents occurring in the future.

The Contractor must ensure that a WH&S Construction Plan is developed for the project, which identifies, assesses, and controls all likely construction hazards and risks for the worksite at all stages of the project as per the WH&S legislation. The Plan must be submitted to the Superintendent for review and comment by the CLF WH&S Coordinator, and any reasonable requirements raised by the Coordinator shall be incorporated into the Plan.

The Contractor must ensure that the WH&S Plan for the project, including each Sub-Contractors WH&S Plan, is updated as the project proceeds and as additional hazards or health and safety risks are identified. The updated Plan will be audited periodically by the CLF WH&S Coordinator.

For all plant installed as part of the works that is registrable under the WH&S legislation, the Contractor must ensure that a Plant Registration form is completed and lodged with the Superintendent prior to the date of Practical Completion. The Principal will be responsible for undertaking the plant registration with the Division of Workplace Health and Safety and for paying all associated fees.

The Superintendent will provide the Contractor with any GU specific WH&S information, policies and procedures including the requirement for campus work permits when work is being performed outside the site fence. The Contractor must ensure that all persons working on the site are aware of this information. The Contractor shall include the said information in the Contractors Site Specific Safety Induction for all persons working on the construction site.

4.22 Temporary Roads, Crossings, Loading Zones etc.

The Contractor is responsible to construct any temporary roads, footpath or kerb crossing that it may require to access the site, and shall remove same and reinstate to original condition on completion of the works.

If a loading zone is required on a public road to service the project, the Contractor is responsible to obtain all permits from the relevant authority and pay all associated fees.

4.23 Parking

There is no free parking on GU campuses, and all parking is strictly regulated. Parking shall only occur in designated parking zones in accordance with the signage, and enforceable penalties apply to any infringement of the zone signage requirements. Parking in bushland, on lawns or on footpaths is prohibited unless special approval has been obtained from the Campus Facilities Manager for each and every occasion. Parking on the site within the perimeter fence line shall be free of charge, however parking outside the site boundaries shall be at the Contractor's expense. Day and monthly parking permits can be purchased subject to availability at the going rates, which may vary depending on the time of year.

4.24 Samples

The Contractor must submit to the Superintendent, for approval, samples of all items, fittings, materials, workmanship, colour or finish described in the Specifications as 'approved'. Such samples must be submitted at least 14 days prior to the date when orders are to be placed or confirmed.

4.25 Disposal of Spoil & Vegetation

The Contractor must remove excess spoil from the campus unless noted otherwise in the project Technical Brief, or as directed by the Superintendent. No spoil from excavations shall be placed in bushland or on mulched gardens or lawns. Topsoil should be separated from subsoil, and stockpiled for future reuse if approved by the Superintendent.

Any trees removed shall be chipped, and the chips delivered to a location on the campus nominated by the Superintendent. Tree stumps and root boles within the site are to be completely removed and disposed of off campus. Burning of trees and stumps is not permitted.

Any rocks in excess of 300 mm diameter must be separated from the spoil and stockpiled in a location nominated by the Superintendent.

4.26 Erosion & Sediment Control

Earthworks carried out as part of the building contract shall be designed and carried out in a manner which prevents erosion by run-off during and after completion of construction. In particular, run-off must not be allowed to carry silt into adjoining bushland, creeks or stormwater systems.

All necessary action shall be taken to prevent any discharge of water containing polluting matter or visible suspended materials into gullies and watercourses. Discharge of greywater from ablutions and amenities into bushland is strictly prohibited.

The Contractor shall create earth berms, install geofabric screens, and any other measure to prevent run off from the site affecting creeks, bushland, roads, paths and stormwater systems. Such barriers must be monitored, repaired and cleaned until the landscaping or restoration of the bushland is completed.

The Contractor shall prepare an Environmental Site Management Plan outlining all proposed erosion and sediment control measures to be adopted, based on the 'Soil Erosion & Sediment Control Guidelines for Queensland Construction Sites'. A copy of this Plan shall be provided to the Superintendent for review and comment before site clearing commences.

During the course of the works, the CLF WH&S Coordinator will periodically inspect the site to ensure compliance with the Environmental Site Management Plan.

4.27 Waste Management & Control of Hazardous Substances

To reduce the amount of construction waste going to landfill and to conserve resources through avoidance, reuse and recycling, a Waste Minimisation Plan is to be submitted to the Superintendent detailing recycling and/or salvage actions that will achieve a diversion rate (by weight) of 50% or greater from landfill.

GU has developed a Waste Minimisation Plan template and this must be completed prior to the Contractor commencing work on the site.

The Contractor must not dispose of any material in a manner contrary to the provisions of the Waste Minimisation Plan, or an amended version of the plan, lodged in accordance with the provisions of this Clause without first obtaining prior written approval from the Superintendent.

Storage of hazardous substances or Dangerous Goods on site should be minimised. Where required, storage of such materials shall comply with Qld WH&S or Dangerous Goods/Emergency Services legislation.

Hazardous or volatile materials must not be stored under or around trees to avoid accidental contamination of ground through leaks and spills or escalation of fire events in the event of ignition of the materials.

Waste oil, paint, solvents, soaps, detergents etc. shall not be dumped on site or emptied down stormwater systems as per EPA legislation.

The cleaning of wheelbarrows, cement mixers, buckets, containers or brushes is to be controlled so that no contaminant enters the stormwater or sewerage system or the natural environment.

4.28 Environmental Site Management Generally

GU is keen to ensure that the development of its campuses has been carried out to a predetermined plan, taking note of environmental issues and ensuring that construction activities do not impinge unnecessarily on the natural environment.

GU places considerable emphasis on the preservation of the natural features and the natural flora on each campus. All Contractors and their Subcontractors and employees are required to observe the GU strict requirements set out in the Clauses of this Section to ensure that the forest is protected from damage, creeks are not polluted, wildlife is not disturbed and soil erosion is prevented.

Under no circumstances must a fire be lit on campus.

4.29 Protection of Fauna & Flora

The following applies on all campuses:

- Particular attention is to be paid to protection of flora and fauna on the campus. The extent of the site shall be surveyed, pegged and clearly delineated before any site clearing takes place. Fences shall be erected before clearing.
- Under no circumstances are any trees, plants, shrubs etc. outside the fenced area to be disturbed, chopped down or removed. Any trees within the fenced area which have been designated for retention are to be protected.
- A penalty of \$500 per tree shall apply to any Contractor or sub-contractor for damage done to any tree specifically designated for retention or in any case where the tree has a girth of 300 mm or more at a height of 750 mm above the ground, whether the tree is inside or outside the fenced area. A similar penalty applies to any Xanthorrhoea (grass tree) irrespective of size.

- Any animals including possums, snakes, goannas, birds and bees found in the area shall not be injured. If necessary, the University will assist with the relocation of these animals outside the fenced area.
- Domestic animals are not permitted on campus at any time, except guide dogs accompanied by their owners.
- The protection of flora by ensuring the ongoing eradication of weeds during site works.

4.30 Red Imported Fire Ants (RIFA) *Solenopsis invicta*

Contractors and Subcontractors are to ensure that if landscape and building materials and machinery used on any GU site are sourced from the current RIFA Treatment Zone, then appropriate precautions as set out in the legislation, are adhered to.

All Contractors and Subcontractors are to be aware of their legislative requirements in relation to the risk management protocols and RIFA eradication and are to ensure that high risk items are stored and managed to prevent infestation by RIFA.

The high risk items that may impact on GU may include:

- Soil and mulch,
- Equipment used for moving soil, products and associated materials,
- Potting Mix, pots and plants,
- Baled hay or straw,
- Landscaping and construction materials, and
- Any materials that have come into contact with RIFA infested ground.

All high risk items purchased from businesses within the treatment zone or which are sourced, or originate from within the treatment zone, are to be assured, certified or guaranteed in writing to be visually free of RIFA by that supplier.

All vehicles, machinery, plant and equipment that have been used to transport any high risk items are to be thoroughly cleaned before entering GU property. This may be done by wash down, brush down, high pressure pneumatic cleaning or physical removal of materials that may harbour RIFA.

Contractors and Sub Contractors are to notify the Department of Primary Industries (13 25 23) within 24 hours if suspect RIFA or ant nests are found as per legislation.

4.31 Project Completion

Prior to Practical Completion the Contractor must examine and clear all drains, pipes and gutters and submit testing and commissioning reports for all engineering services (including CCMS hardware and software installations as required by the Contract) and a full Schedule of 'As Constructed Drawings' in accordance with [Section 27.00](#) Clause 27.05, to the Superintendent.

All spaces must be progressively cleaned and locked off. If the Contractor allows access to or any further work to be carried out in a cleaned space, either externally or internally, the space must be thoroughly re-cleaned prior to handover.

Refer to [Section 27.00](#) for all GU's requirements for Contractors and Consultants after Practical Completion is granted for the Works.

4.32 Equity & Social Justice

GU has an Equity policy (available at <http://www.griffith.edu.au/equity>) and encourages others to follow suit. The Equity policy of each Consultant and Contractor may be evaluated as part of the selection criteria for awarding commissions and contracts.

GU requires that Consultants and Contractors comply at all times with their obligations under Anti-discrimination and Sexual Harassment legislation.

Consultants and Contractors must use their best endeavours to provide employment for Aboriginal and Torres Strait Islander people. The submission of a policy on this issue may be required for evaluation as part the selection criteria for awarding commissions and contracts. Where an obligation in this matter is conferred on the Consultant or Contractor through the Conditions of Tender or Agreement with GU, the Consultant or Contractor shall ensure that their Sub-consultants or Subcontractors also comply with this obligation.

Consultants and Contractors must comply with their obligations, if any, under the *Affirmative Action (Equal Employment opportunity for Women) Act 1986*, and not enter into any agreement or contract with a sub-consultant or subcontractor who has been named by the Director of Affirmative Action as a non compliant employer under the Act.