

MINOR WORKS AGREEMENT BUILDING PLAN APPROVAL

SCOPE OF WORKS COVERED BY THIS AGREEMENT

(Water Servicing Coordinator to cross box for applicable work, which will also identify the type of constructor.)

Constructors (MS listed)

This Agreement covers works relating to gravity sewers of size $\leq$ DN 225 and depth $\leq$ 2.5 m for **Constructors with MS listing** and covers:

- ☐ inserting junctions/property connection arrangements into existing VC and PVC sewers;
- ☐ concrete encasing up to 25m of an existing VC or PVC sewer;
- ☐ replacing up to 25m of existing VC or PVC sewer as a precursor to concrete encasement;
- ☐ sealing points of connection to Sydney Water's sewer.

Constructors (S1 and S2 listed)

This Agreement covers works relating to gravity sewers of size $\leq$ DN 225 and depth $\leq$ 6m for **Constructors (S1 and S2)** and covers:

- ☐ inserting junctions/property connection arrangements into existing VC and PVC sewers;
- ☐ concrete encasing an existing VC or PVC sewer. Concrete encasing an existing VC or PVC sewer of size $>$ DN 225 and $\leq$ DN 300 where pipe replacement/flow management is not required is also permitted;
- ☐ replacing up to 25 metres of existing VC, PVC, CI or DI sewer as a precursor to concrete encasement;
- ☐ sealing points of connection to Sydney Water's sewer;
- ☐ disusing PCSs and sewers of size $\leq$ DN 300.

Constructor's Name:

Contact Phone No: Provider No:

Location of Works:

Constructor's Signature: Date:

The Constructor agrees to:

1. The Works are to be constructed on behalf of the owner at no cost to Sydney Water and in accordance with Sydney Water's Standards and Specifications.
2. The Works must provide maximum drainage to the lot.
3. Where the construction of the Works involves the opening of a road or footpath, it is the Constructor's responsibility to obtain the consent of the relevant Roads Authority and abide by the conditions of consent as referred to in the Roads Act 1993 granted by the Authority.

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4. The Constructor will use its best endeavour to construct the Works in the shortest possible time and take all necessary steps to protect from harm or damage any person, property or part of the environment, which may be affected by the construction of the Works.
5. Two working days' notice, which notice shall include the time and date, of which the Works can be inspected, must be given to the **Water Servicing Coordinator** prior to concrete encasement of the Works or the backfilling of any trench in which the Works are located.
6. Concrete encasement of the Works where necessary, or the backfilling of the trench, shall not take place until the **Water Servicing Coordinator** has inspected the Works and has authorised concrete encasement and/or backfilling as the case may be. Backfilling of the trench shall not commence prior to the expiration of 24 hours after concrete placement.
7. The Constructor agrees that where the Works are found by the **Water Servicing Coordinator** not to conform with the Standards and Specifications, the Constructor shall reconstruct the Works or any part thereof and pay any additional inspection fees.

The Constructor warrants that:

- A. I am listed with Sydney Water as a **Constructor (MS) or Constructor (S1 or S2)**.
- B. Sydney Water makes no representation that the design of the Works is suitable.
- C. This Agreement may not be assigned.
- D. I will indemnify Sydney Water in respect of any loss, damage, cost or expense which may be incurred or liable to be met by Sydney Water relating to anything done or omitted to be done by me or any person with respect to the construction of the Works.
- E. I will reimburse to Sydney Water the total amount of all rebates of water and/or sewerage service availability charges and any payments of compensation which Sydney Water is required to make to its customers under the Customer Contract due to an interruption in the supply of water and/or sewerage services or for any damage or disruption caused to Sydney Water customers due to my actions or omissions.
- F. If the Works require the entry onto or are required to be constructed in adjoining land, I will be responsible for negotiating entry and the payment of compensation as required by S.41 of the Act with the adjoining land owner. A completed Permission to Enter Form has been submitted with this Agreement. Following construction of the works I will provide an Entry Restoration Clearance from the adjoining land owner that works have been completed in accordance with the terms of the Agreement.
- G. If I fail to meet any obligation of this Agreement Sydney Water may:
 - i. direct me to vacate the site of the works and complete any obligation under the Agreement at my expense or in the alternative,
 - ii. suspend the construction of the Works until I rectify the failure.

MEANING OF WORDS

Act	means the Sydney Water Act 1994.
Customer	means any person who has entered into a Customer Contract in accordance with S.55 of the Act.
Customer Contract	means a contract referred to in S.55(1) of the Act.
Standards & Specifications	is a reference to both the document entitled <i>Technical Requirements and Work Instructions for Minor Works (sewer)</i> and the other standards and specifications referred to in that document.
Water Servicing Coordinator	is a reference to the person inspecting the works.
Constructor	means a person, partnership or Corporation whose name at the relevant time appears on the list of Constructors of Minor Works (sewer) / Constructors (Major Works S1 and S2) kept by Sydney Water.

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