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1.0 INTRODUCTION

1.1 SCOPE
These standard conditions apply to the construction of water mains and sewers, and associated structures by agreement.

The conditions must be read in conjunction with the Notice of Agreement for each development. Together, these documents form the basis of the contractual agreement between the developer and Central Highlands Water.

1.2 DEFINITIONS
The following terms have specific meanings in these standard conditions. Please refer to the Glossary for a more detailed list of definitions.

CONSULTANT
A person or agency engaged by the property developer to undertake the design, construction and survey of water reticulation and sewerage services.

The consultant is responsible for the design, project management, survey and asset recording and verification of works on behalf of the developer. The consultant must be suitably qualified, and meet Central Highlands Water’s requirements.

Note: Non-works applicants do not have to meet these criteria.

CONTRACTOR
The agent engaged by the developer to undertake the construction of the works.

NOTICE OF AGREEMENT
The Notice of Agreement generally comprises the following documents:
- Notice of Agreement, financial; servicing and special conditions
- These standard conditions
- Notice of Agreement Acceptance Form; signed by the developer and consultant
- plan(s) issued by Central Highlands Water with the Notice of Agreement, showing the extent and provisional alignment of the works
- Survey and assets recording requirements for the works
- WSA 01-2004 Polyethylene Pipeline Code
- WSA 02-2002 Sewerage Code of Australia (MRWA Edn.)
- WSA 03-2011 Water Supply Code of Australia (MRWA Edn.)
- WSA 04-2005 Sewerage Pumping Station Code of Australia
- WS-SPEC-2011 Water Services Specification
- Central Highlands Water Survey Manual
- Central Highlands Water Sewer Code Supplementary Document
- Central Highlands Water Water Code Supplementary Document
- Central Highlands Water Sewer Pumping Station Code Supplementary Document
CONTRIBUTIONS
Charges, payable by the property developer, that recover the cost of providing water and sewer infrastructure works.

NOMINATED REPRESENTATIVE
The person nominated by the consultant to verify and accept responsibility for the quality of the works on behalf of the consultant.

Any person appointed by the consultant to be responsible for an aspect of the works.

There are three types of nominated representatives:
- Nominated design representative, who completes verification items on the Design Verification Form - Agreements;
- Nominated construction representative, who:
  - must be present on site when works are in progress,
  - completes verification items on the Pre-construction, Construction and End of Defects Liability Period Verification Forms; and
- Nominated survey representative, who completes verification items on the Survey As-constructed Verification Form. This person may be either the licensed surveyor or the works surveyor.

NOTICE OF AGREEMENT (OFFER)
The Notice of Agreement, which a developer enters into with Central Highlands Water, for the provision of water supply or sewerage services.

DEVELOPER (OWNER)
The person entitled to execute a transfer of the land. The developer may be the land owner, developer or the subdivision owner. Where this document refers to the developer, the requirement may be undertaken by the developer or the developer’s consultant, contractor or surveyor.

CENTRAL HIGHLANDS WATER
The officers appointed to act on behalf of Central Highlands Water.

TEMPORARY WORKS
Usually works that service a small area until a permanent system is constructed. These works are not part of Central Highlands Water’s current strategic planning.

WORKS
The design, project management, construction, survey and asset recording of water mains, sewers and associated work. For example, filling and grading that changes the natural condition or topography of land, construction of structures, holding tanks, pump stations and buildings.
1.3 SUPPORTING REFERENCE MATERIAL

The following documents support the information contained in this document:

- WSA 01-2004 Polyethylene Pipeline Code
- WSA 02-2002 Sewerage Code of Australia (MRWA Edn.)
- WSA 03-2011 Water Supply Code of Australia (MRWA Edn.)
- WSA 04-2005 Sewerage Pumping Station Code of Australia
- WS-SPEC-2011 Water Services Specification
- Central Highlands Water Survey Manual
- Central Highlands Water-Sewer Code Supplementary Document
- Central Highlands Water-Water Code Supplementary Document
- Central Highlands Water-Sewer Pumping Station Code Supplementary Document
- Verification forms

**Note:** Any Central Highlands Water requirements take precedence over equivalent WSAA documentation. Any works not defined in the WSAA Codes, specifications or drawings must be carried out under individual specifications approved by Central Highlands Water.
2.1 DEVELOPER (OWNER)

The developer must:

- Enter into an agreement with Central Highlands Water for the provision of water and sewerage works to service each lot in the development, unless the lots are designated as staged lots on the Plan of Subdivision.

- Ensure that the works provide water and sewerage services in accordance with the following documents:
  - these standard conditions
  - all relevant WSAA Codes, survey manuals, general construction specifications, standard drawings, and technical newsletters
  - all other documents related to the construction of works by agreement
  - the Notice of Agreement

- Engage a suitably qualified consultant, who meets Central Highlands Water’s requirements, to be responsible for the design, project management, construction, survey and asset recording of the works.

- Supply all materials and carry out all works, unless specified otherwise, on the design drawings and special conditions in the Notice of Agreement.


- Agree to pay any fees for intensive audits. Central Highlands Water carries out these audits if it believes a consultant’s quality management system will not meet Central Highlands Water’s requirements.

- Include the name of the consultant on the Application for Notice of Agreement.

- Notify Central Highlands Water in writing if a new consultant is appointed during the term of the agreement. The developer must provide the name of the consultant and notify Central Highlands Water no later than five (5) working days after the appointment is made.

- Notify Central Highlands Water in writing if the whole of the land subject to the Notice of Agreement is sold or transferred before the works are complete. This notice must be given no later than five (5) working days after the agreement or contract to sell the land is signed; and

- Agree to all directions from the consultant regarding quality and installation of works.

**Note:** Any Central Highlands Water requirements take precedent over equivalent WSAA documentation. Any works not defined in the WSAA Codes, specifications or drawings must be carried out under individual specifications approved by Central Highlands Water.
2.2 CONSULTANT

The consultant is responsible for the design, construction, project management, survey, asset recording and verification of works on behalf of the developer.

The consultant must:

- Accept full responsibility for all aspects of the Works
- Have a third party certified quality management system to ISO 9001 which has the scope to cover land development works
- Demonstrate awareness of Environmental Standard ISO 14001 and safety management systems
- Demonstrate awareness of safety standard AS 4801 and safety management systems
- Nominate a representative to accept responsibility and verify the quality of the works on behalf of the consultant
- Satisfy Central Highlands Water insurance requirements
- Use WSAA Codes and Central Highlands Water documentation
- Ensure that developers engage contractors that can satisfy the following minimum requirements
  - A certificate of compliance from the Civil Contractors Federation stating that the contractor’s Integrated Management System has been assessed and registered as meeting the requirements of the CCF Civil Construction Management Code 2005, or an Audit certificate from a JAS-ANZ accredited and CCF approved auditor certifying that the Contractor’s management system/s complies with the CCF Civil Construction Management Code 2005
  - Management system documentation which addresses:
    - Occupational health and safety management
    - Environmental management
    - Quality management
    - Auditing systems
  - Documented evidence of competencies in pipe laying techniques from an approved training organisation for the type of pipe being installed
  - Documented evidence of relevant experience in the construction of water, sewer pipelines and associated structures including referees
  - Documented evidence of the awareness of Central Highlands Water’s customer service requirements/charter in relation to the supply of water and sewerage services to its customers
2.0 GENERAL RESPONSIBILITIES

- Accept Central Highlands Water’s role as a quality auditor
- Retain all records for the term of the warranty period and make the records available on request for second party audits
- Respond within five (5) days to any request by Central Highlands Water for additional information
- Accept full responsibility and accountability for the design, project management, construction, survey and asset recording of all works to be vested in Central Highlands Water
- Ensure that Occupational Health and Safety regulations are adhered to
- Adhere to relevant environmental legislation and regulations

The period of responsibility will be from the agreement date until five (5) years after the date of issue of the Certificate of Completion.

2.3 CENTRAL HIGHLANDS WATER

Central Highlands Water shall:
- Set the functional requirements for water supply and sewerage
  For example, planning design information for sewer catchments and water supply zones.
- Prepare the Notice of Agreement between Central Highlands Water and the developer
- Determine the standards for design, construction, survey and asset recording
- Determine acceptable pipeline materials, products and fittings
- Determine the acceptance requirements
- Ensure the quality management of the map base and asset records
- Determine if the consultant’s quality management system is adequate
- Undertake monitoring, reviews, site surveillance and audits
The requirements in the following clauses must be read in conjunction with the Notice of Agreement.

3.1 GENERAL

FAILURE TO COMPLY

If the developer or consultant fails to satisfy any conditions of the Notice of Agreement Central Highlands Water may, after showing good reason, terminate the agreement by written notice to the developer and consultant.

WATER/SEWERAGE SERVICES

Each lot in the subdivision must be provided with an individual water tapping or sewer branch connection point. This is to enable separate connections to a water or sewer asset vested in Central Highlands Water. If the asset will be extended in the future to service other land, the water and sewer must extend to the far boundary of the last lot.

Staged lots identified on the Plan of Subdivision do not have to be provided with water or sewerage services until the lots are developed or subdivided. Central Highlands Water will require an agreement for the provision of water and sewerage services at that time.

Where water or sewerage works are necessary, these services must be provided by the developer under conditions specified in a Notice of Agreement with Central Highlands Water.

Central Highlands Water reserves the right to amend any condition if the developer agrees with the amendment.

3.2 APPLICATION FOR NOTICE OF AGREEMENT

ITEMS TO BE SUBMITTED

The developer must submit the following items to Central Highlands Water:

- A completed Central Highlands Water Application for Notice of Agreement form, signed by the developer
- All plans and information specified on the Application for Notice of Agreement form;
- The application fee
- Acceptance of Verification form, applicable for 10 lots and greater

APPLICATION FEE

The developer must pay the application fee before Central Highlands Water will prepare the Notice of Agreement.

The fees are listed in Central Highlands Water’s Land Development Manual Guidelines and Pricing section.
APPLICATION DATE

The application date is the date that Central Highlands Water determines all necessary fees, plans and information have been received.

Any charges or contributions are based on the rate current at this date.

PLAN OF SUBDIVISION

Central Highlands Water uses the Plan of Subdivision submitted with the application to prepare the Notice of Agreement.

If there are changes to the Plan that affect the length of assets or contributions, the developer must submit a new application. An additional application fee must be paid for all new applications.

A new application is not required for minor changes, such as easement locations. In this case, all charges, contributions and conditions are those current at the original application date.

3.3 NOTICE OF AGREEMENT

PREPARATION OF NOTICE OF AGREEMENT

The Notice of Agreement sets out the conditions under which Central Highlands Water will permit the provision of water and sewerage to the development.

Following the receipt of the developer’s application and payment of fees, Central Highlands Water will prepare and forward the Notice of Agreement to the developer.

ACCEPTANCE OF NOTICE OF AGREEMENT

Central Highlands Water considers that the developer has accepted the Notice of Agreement when the following items have been lodged to the satisfaction of Central Highlands Water, and prior to the expiry date:

- A completed Central Highlands Water Notice of Agreement Acceptance Form, signed by the developer and consultant; and
- The required fees, information and statements.

If the acceptance does not meet Central Highlands Water requirements, Central Highlands Water will notify the developer within five (5) working days of receiving the acceptance.

Any changes or additions needed to satisfy Central Highlands Water must be lodged before the expiry date. Central Highlands Water recommends that the developer lodge the initial acceptance in advance of the expiry date to allow for possible changes/conditions.
3.0 REQUIREMENTS

EXPIRY OF NOTICE OF AGREEMENT

The Notice of Agreement expiry date is three (3) months from the date of the Notice of Agreement.

If the Notice of Agreement is not accepted before this date, it will expire. (Refer clause 3.3)

When a works Notice of Agreement has been accepted within the initial three (3) month period, it remains current for twelve (12) months from the date of the Notice of Agreement. This allows adequate time for the construction of the specified works. If the works have not been completed within the 12 month period it shall terminate at Central Highlands Water’s discretion. (See 3.5 Incomplete works.)

To proceed with a development for which the Notice of Agreement has expired, the developer must:
• Apply for a revised Notice of Agreement; and
• Pay another application fee as listed in Central Highlands Water’s Land Development Manual Guidelines and Pricing section.

3.4 COMMENCEMENT OF CONSTRUCTION

Before commencing construction, the developer must submit the following documents to Central Highlands Water:
• Pre-Construction Verification Form, in accordance with clause 7.6
• Design Verification Form - Agreements, in accordance with clause 6.4
• Acceptance of Subdivision Verification Form
• Evidence of permission for access to construct works through private property
• Tender documentation to Central Highlands Water, if required as detailed in the Notice of Agreement

3.5 END OF CONSTRUCTION

COMPLETED WORKS

Unless otherwise specified in the Notice of Agreement, the due date for completion of construction is twelve (12) months from the date of the Notice of Agreement.

At the end of construction, and by the due date, the developer must submit Construction and As-constructed Verification Forms, in accordance with clause 7.8.

Central Highlands Water will consider the works complete when these forms are received.
3.0 REQUIREMENTS

INCOMPLETE WORKS

If the works are not completed by the due date:

- The agreement may be terminated at the discretion of Central Highlands Water
- The developer must reapply to Central Highlands Water for a revised Notice of Agreement to proceed with the development (revised fees, contributions and conditions may apply to the revised Notice of Agreement)
- The developer must pay for any reasonable additional costs incurred by Central Highlands Water

If the agreement terminates, money paid under the agreement will be forfeited or refunded at the discretion of Central Highlands Water. Central Highlands Water will deduct any reasonable costs they have incurred.

3.6 DEFECTS LIABILITY PERIOD

COMMENCEMENT OF DEFECTS LIABILITY PERIOD

Before the defects liability period commences, the developer must submit the following information in accordance with clause 7.8:

- Construction Verification Form
- As-constructed Verification Form
- As-constructed details of the works

END OF DEFECTS LIABILITY PERIOD

At the end of the defects liability period (minimum six (6) months), the developer must submit an End of Defects Liability Period Verification Form to Central Highlands Water, in accordance with clause 7.9.

3.7 SERVICE CONNECTIONS

Applications to connect properties to the water supply or sewer will be accepted only once Central Highlands Water has issued the Acceptance of Works Certificate, in accordance with clause 7.8.

If the developer offers any lots for sale before the Acceptance of Works Certificate has been issued, they must advise prospective purchasers that properties cannot be connected to the water supply or sewer until Central Highlands Water issues the Acceptance of Works Certificate.
The developer must pay contributions, fees and charges, and make financial arrangements, as specified in the Notice of Agreement.

**Contributions, fees and charges:**
- Apply in accordance with Central Highlands Water’s Land Development Manual
- Remain fixed for three (3) months from the date of the Notice of Agreement

### 4.1 CONTRIBUTIONS

**AREA CONTRIBUTION**

The area contribution recovers the cost of providing infrastructure works that have the capacity to meet the demands of urban growth.

Area contribution is charged on all developments. The basis on which this contribution rate is being applied to the development is specified in the Notice of Agreement.

Area contributions are assessed on the potential for additional loading on the water or sewerage system created by development.

**DEFERRAL OF CONTRIBUTIONS**

The developer may pay contributions:
- When accepting the Notice of Agreement, or
- At any time between accepting the Notice of Agreement and requesting a Letter of Release.

If payment is deferred for more than three (3) months from the date of the Notice of Agreement, contributions are calculated at the rates current at the time of payment.

For next-in-line developments, if the area contribution is less than the total refund payable to the developer, in accordance with clause 4.5, then:
- The area contribution will be deducted from the refund paid to the developer when the account is finalised, in accordance with clause 4.10; and
- The contribution rate will be the same as stated in the Notice of Agreement

**ADDITIONAL CONTRIBUTIONS**

Payment of the area contribution entitles the development to a standard allowance. The size of the allowance is defined in the Contributions and fees area of Central Highlands Water’s Land Development Manual Guidelines and Pricing section.

When development is complete, Central Highlands Water will assess if additional contributions or works are applicable upon the further development of the lots.

If the developer is aware that a prospective purchaser requires more than the standard allowance, the developer must inform the purchaser of the requirements of this clause.
4.0 FINANCIAL CONDITIONS

4.2 APPLICATION FEES
Application fees apply to all developments. They are payable when the developer submits an application for a Notice of Agreement, in accordance with Central Highlands Water's Land Development Manual.

4.3 INTENSIVE AUDIT FEES
Central Highlands Water will charge intensive audit fees if the performance of the consultant is unsatisfactory.

These fees:
- Are additional to the application fee
- Are dependent on the length of the asset in the subdivision
- Must be paid by the developer

If an audit by Central Highlands Water finds that the works do not meet their requirements, appropriate rectification work must be performed. Central Highlands Water may choose to carry out this to meet its customer service obligations. All costs must be met by the developer.

4.4 BOUNDARY WATER MAINS AND SEWERS
If the water or sewerage works constructed under the agreement will also service other land, the developer is responsible for arranging any cost sharing agreements with the owners of that land.

Central Highlands Water does not administer or facilitate any cost sharing arrangements.

4.5 LARGER SIZE INTERNAL WATER MAINS AND SEWERS
Central Highlands Water may require the developer to install water mains or sewers, within the development, that are larger and/or deeper than required for that development.

4.6 CONNECTING WORKS
Connecting works external to the development must be constructed by the developer.
If connecting works constructed under the agreement will also service other land, the developer is responsible for arranging any cost sharing agreements with the owners of that land.

Central Highlands Water does not administer or facilitate any cost sharing arrangements.
4.0 FINANCIAL CONDITIONS

4.7 TEMPORARY WORKS

Central Highlands Water may allow the developer to install temporary works if:

- An existing asset is not directly accessible from the development; or
- Connecting the development to an asset is not economically viable.

Temporary works are subject to the following conditions:

- All works must be paid by the developer and constructed in accordance with the WSAA Codes, standard drawings and specifications.

  **Note:** Any Central Highlands Water requirements take precedent over equivalent WSAA documentation. Any works not defined in the WSAA Codes, specifications or drawings must be carried out under individual specifications approved by Central Highlands Water.

- The developer must obtain written notification of the development intentions of owners of nearby land so that:
  - the temporary works can be appropriately sized, and
  - the number of temporary works can be limited.

- Any cost sharing arrangements must be made between the owners who will benefit from the temporary works. Central Highlands Water does not administer or facilitate any cost sharing arrangements.

- The developer must advise Central Highlands Water of the names, addresses and the property title details of all owners who have agreed to share costs.

- Only the owners who have agreed to share costs will be permitted to use the temporary works. Other owners in the vicinity, who develop their land at a later date, must install their own temporary works at that time.

- The developer who constructs the temporary works must pay the operation and maintenance costs of the temporary works for up to five (5) years. This includes any cost associated with the abandonment or removal of the temporary works.

- The developer who constructs the temporary works must provide land for these works in accordance with the Notice of Agreement.
FINANCIAL CONDITIONS

4.8 CONNECTIONS TO EXISTING ASSETS

Work performed by Central Highlands Water will be charged in accordance with the Connection fees area of Central Highlands Water’s Land Development Manual Guidelines and Pricing section.

The connection fees must be paid upon acceptance.

The connection fees will be estimated and will be detailed in the Notice of Agreement. Central Highlands Water will determine the actual amount, based on the number of connections carried out, when the account is finalised.

**The consultant must:**

**Water**
- Give Central Highlands Water two (2) working days notice to connect the water

**Sewer**
- Independently engage a suitably qualified contractor, who meets Central Highlands Water’s criteria to carry out connections to live sewers up to 225mm diameter. Connections to sewers 300mm diameter and greater will be assessed individually with the detailed conditions in the Notice of Agreement.

All financial and contractual dealings regarding the connection will be a matter between the consultant and the contractor.

Consultants/contractors give Central Highlands Water two (2) working days notice prior to any work commencing on assets. In addition, one (1) hour’s notice is also required to be given to Central Highlands Water by telephone prior to any work commencing. On exit of the confined space, Central Highlands Water must be contacted by telephone.

**General**
- Confirm with Central Highlands Water, within twenty-four (24) hours, that the connection has been made.

4.9 ALTERATION TO EXISTING CENTRAL HIGHLANDS WATER ASSETS

If existing Central Highlands Water assets require alteration as a result of the development, the developer must pay the actual cost of this work.

Only personnel who meet Central Highlands Water’s criteria are permitted to carry out the work.

4.10 FINALISATION OF ACCOUNT

Central Highlands Water will finalise accounts once final costs have been determined. Generally, this will be within three (3) months of the works being vested in Central Highlands Water, in accordance with clause 9.

Central Highlands Water will render accounts or pay refunds at this time, except for refunds identified in the Notice of Agreement as being due after a period determined by a cost and benefit analysis.
The developer must provide and pay for easements or reserves in favour of Central Highlands Water that are over water and sewerage works (including any manholes, pump stations, or other structures).

This only applies where the water and sewerage works are one of the following:
- Constructed as part of the Notice of Agreement
- Specified on the plan enclosed with the Notice of Agreement
- Existing Central Highlands Water assets within the proposed development/subdivision

Easements may also be required over excavation, in accordance with clause 7.7.

Before Central Highlands Water will issue a Letter of Release:
- The easements within the development must be specified on the certified Plan of Subdivision
- The developer must submit a Plan of Creation of Easement, certified by the relevant council and showing any easements required over land external to the development, in accordance with the Subdivision Act 1988
- The developer must create an easement over land external to the development to protect Central Highlands Water assets, in accordance with the Land Transfer Act 1958. A Titles Office dealing number will be required as evidence of lodgment of the appropriate documentation.
6.0 DESIGN

6.1 DESIGN REQUIREMENTS

The design of the work must be carried out in accordance with the relevant:

- WSAA Standard Drawings
- WSAA Codes and Specifications
- Central Highlands Water-Sewer Code Supplementary Document
- Central Highlands Water-Water Code Supplementary Document
- Central Highlands Water Sewer Pumping Station Code Supplementary Document
- Any special Central Highlands Water requirements
- As directed in Central Highlands Water’s Notice of Agreement

Changes to designs outside the scope of these documents may only be undertaken with the written approval of Central Highlands Water.

**Note:** Any Central Highlands Water requirements take precedence over equivalent WSAA documentation. Any works not defined in the WSAA Codes, specifications or drawings must be carried out under individual specifications approved by Central Highlands Water.

**SEWER**

The design must provide:

- sufficient capacity for the sewer catchment upstream of the development; and
- gravity control of the sewer catchment upstream of the development.

The developer must obtain the approval of Central Highlands Water to provide any lot with only limited gravity sewer control. Lots approved for limited gravity control must have the area of control identified on the design drawings.

**WATER**

The design must provide sufficient capacity to supply all lots to be serviced and comply with those pipe sizes specified by Central Highlands Water in its Notice of Agreement.

6.2 CONSULTANT RESPONSIBILITIES

The consultant must coordinate the design of the works with any other works, operations or services involving Central Highlands Water.

This responsibility includes coordination with councils, other authorities and individuals who may have a direct or indirect interest in the construction and location of the proposed water or sewerage works.

Any requirements affecting the construction methods must be included on the design drawings.
6.3 DEVELOPER RESPONSIBILITIES

The developer must:

- Supply the local council and relevant authorities with a copy of the drawings submitted to Central Highlands Water
- Obtain all necessary permits
- Submit all notices and pay all fees as required by relevant laws, regulations and by-laws
- Comply with appropriate environmental regulations
- Obtain other land owners’ permission to construct works, where applicable
- Provide Central Highlands Water with written evidence that the council has approved the location of the works, at least five (5) working days before the commencement of construction

6.4 DESIGN VERIFICATION

The developer must submit the following items to Central Highlands Water at least five (5) working days before the commencement of construction:

- Design Verification Form Agreements, signed by the nominated representative. The form must be accompanied by:
  - supporting documentation specified on the verification form, and
  - any other relevant information to enable Central Highlands Water to perform a complete design surveillance audit
- One paper copy and one digital copy of the fully-verified design drawings
- All supporting calculations and civil drawings, including other services and road design
7.1 GENERAL

CONSTRUCTION SPECIFICATIONS

The construction of the works must:

- Be carried out by meeting the criteria specified in the relevant WSAA Standard Drawings, Specifications, Project Specifications and Central Highlands Water Supplementary Documents
- Meet the criteria in the relevant design sections of the WSAA Codes
- Be carried out by contractors that satisfy the minimum requirements for contractors set out in Section 2.2

All property and street boundaries must be located by survey pegs that meet the criteria of the Central Highlands Water Survey Manual. Written approval from Central Highlands Water is required if they do not meet the criteria.

Note: Any Central Highlands Water requirements take precedent over equivalent WSAA documentation. Any works not defined in the WSAA Codes, specifications or drawings must be carried out under individual specifications approved by Central Highlands Water.

NOMINATED CONSTRUCTION REPRESENTATIVE

When work is in progress, the developer must have a nominated construction representative at the site of the works to receive any notice, requirement or other communication from Central Highlands Water.

As part of the pre-construction verification, the developer must notify Central Highlands Water of the name of the representative on site.

CONSULTANT RESPONSIBILITIES

The consultant must:

- Supervise the works on site and maintain appropriate supporting records
- Ensure the safety of the site, in accordance with the Occupational Health and Safety legislation
- Ensure the contractor constructs the works in accordance with Central Highlands Water requirements

If, as a result of a surveillance audit by Central Highlands Water, the works are not found to be in accordance with Central Highlands Water requirements and rectification works are necessary, any reasonable rectification costs will be borne by the developer.

- Have an awareness of the environmental standard ISO 14001
- Manage the construction of the works in accordance with ISO 9001
- Ensure the works meet the requirements of environmental legislation
DISCONNECTIONS
If any lots with an existing water or sewer connection must be disconnected for any reason, the developer must pay for the disconnection and reconnection of these lots.

REMOVAL OR REPLACEMENT OF WORKS
Works may have to be removed or replaced at the developer’s cost if they:
• Are not completed strictly in accordance with the design
• Do not meet the design standards of Central Highlands Water
• Do not meet the construction standards of Central Highlands Water
The sewer works may also have to be replaced at the developer’s cost if full gravity control of the catchment is not provided.

7.2 COMPLIANCE WITH LEGISLATION
The developer must comply with all relevant laws, regulations and by-laws, and pay all associated costs.

Relevant laws, regulations and by-laws include:
• Acts of parliament of the Commonwealth of Australia and the State of Victoria
• Regulations and by-laws made under these acts
• Regulations, by-laws and orders of any Commonwealth or State public authority
• Any act, regulation or by-laws amending or replacing any of the above

The developer must:
• Obtain all necessary permits for the works
• Give notice and pay fees as required by relevant laws, regulations or by-laws affecting the works

7.3 INSURANCE AND INDEMNITY

INSURANCE
Prior to the commencement of construction, the developer must ensure that adequate insurance exists that meets Central Highlands Water’s requirements as specified in the insurance standard conditions detailed below.

INDEMNITY CONDITIONS
The developer is required to obtain the following forms of insurance cover. If the precise form of cover is not available, the developer must submit the alternative form of cover to Central Highlands Water for approval. Such approval shall not be unreasonably withheld.
7.0 CONSTRUCTION OF WORKS

Liability for damage to property
The developer shall be liable for and shall indemnify Central Highlands Water against any liability, loss, claim or proceeding whatsoever in respect of loss, destruction or damage to any property, real or personal, arising out of, or in the course of, or caused by the execution of the works.

Liability for injury to persons
The developer shall be liable for and shall indemnify Central Highlands Water against any liability, loss, claim or proceeding whatsoever arising under any statute or at common law in respect of personal injury to or the death of any person howsoever arising out of, or in the course of, or caused by the execution of the works.

INSURANCE CONDITIONS
The developer is required to obtain the following forms of insurance cover. If the precise form of cover is not available, the developer must submit the alternative form of cover to Central Highlands Water for approval. Such approval shall not be unreasonably withheld.

Public liability
Central Highlands Water maintains a public liability insurance policy that the developer must contribute towards. The cost of the insurance is detailed in the Notice of Agreement.

Insurance of the works
Central Highlands Water maintains a policy of insurance to cover the whole of the works that the developer must contribute towards. The cost of the insurance is detailed in the Notice of Agreement.

Professional indemnity insurance
The developer needs to ensure that the consultant has professional indemnity insurance with a minimum limit of liability of $5,000,000. As proof of this insurance, the consultant needs to provide to Central Highlands Water, a Certificate of Currency from the consultant’s professional indemnity insurer or insurance broker. The Certificate of Currency needs to display the limit of liability and the expiry date of the policy. This policy is to include Central Highlands Water as a named insured.

This policy must indemnify Central Highlands Water for claims made against or by Central Highlands Water. The policy shall cover inter alia claims by Central Highlands Water against the consultant or by any other person or corporation arising out of or incidental to breach of professional duty by reason of any negligent act, error or omission committed or alleged to have been committed by the consultant in the conduct of this project.

This policy must be maintained for a period of five (5) years after the Certificate of Completion is issued. As evidence of this insurance, a Certificate of Currency shall be provided by the consultant’s insurer or insurance broker prior to commencement of the project and each year thereafter for a period of five (5) years.

Workcover
The developer needs to ensure that any contractor engaged is registered as an employer to the provisions of the Accident Compensation Act 1985 (Workcover) (As amended in 2012).
7.0 CONSTRUCTION OF WORKS

7.4 WORKS AFFECTING PROPERTY AND ASSETS

PUBLIC AND PRIVATE PROPERTY

If water or sewerage works are required in land external to the development, the developer must obtain written permission from the land owners or authorities responsible for the land. (These are identified on the plan included with the Notice of Agreement.)

**This written permission must allow:**
- The construction of water and sewerage works through the land
- A water or sewerage easement or reserve over the asset to be provided in favour of Central Highlands Water at the end of construction
- Rights for Central Highlands Water’s officers to carry out surveillance audits as required

Central Highlands Water must receive the written permission at least five (5) working days before the commencement of construction.

CENTRAL HIGHLANDS WATER LAND

The alignment of proposed water mains or sewers traversing Central Highlands Water land is defined on the plan enclosed with the Notice of Agreement.

Any special conditions relating to the construction of the water main or sewer are outlined in the Notice of Agreement.

7.5 HOURS OF WORK

**The developer must provide two (2) working days notice to Central Highlands Water if contractors intend to work:**
- Outside the hours of 7.30 a.m. to 5.00 p.m. Monday to Friday
- On Saturdays and Sundays
- On statutory public holidays
- On industry rostered days off
- On Ballarat Show Day

**The developer must:**
- Advise Central Highlands Water if the contractor vacates the site; and
- Give Central Highlands Water two (2) working days notice of when the contractor will recommence work.
7.6 COMMENCEMENT OF WORKS

At least five (5) working days before the commencement of construction, the developer must submit to Central Highlands Water a Pre-Construction Verification Form, including any supporting information and documentation specified on the verification form.

The completed verification form must be authorised by the nominated representative.

The developer must give two (2) working days notice:

- If construction is not going to start on the date advised; and
- Of the revised start date before the commencement of work.

If the works cannot commence, Central Highlands Water will notify the developer within five (5) working days of receiving the Pre-Construction Verification Form.

7.7 EXCAVATIONS

The developer must ensure, as far as practicable, that excavations are contained to the easements shown on the certified Plan of Subdivision.

Where part of any excavation is outside these limits, the developer must:

- Widen the easement to contain the excavation, or
- Backfill the additional excavation in accordance with the requirements of Central Highlands Water and the local council.

7.8 VERIFICATION AT END OF CONSTRUCTION

Unless otherwise specified in the Notice of Agreement, the due date for completion of construction is twelve (12) months from the date of the Notice of Agreement.

Following completion of the works, in accordance with the requirements of the drawings and specifications, and by the due date, the developer must submit the following before Central Highlands Water will issue an Acceptance of Works Certificate:

- Construction Verification Form
- appropriate As-Constructed Verification Form
- any other supporting documentation, as specified on the verification forms
- as-constructed details and costs of the works
- written permission for access to construct works from the council, relevant authority or property owner

The completed verification forms must be authorised by the nominated representative.

All survey information must be supplied in accordance with the Central Highlands Water Survey Manual.
CONSTRUCTION OF WORKS

7.9 DEFECTS LIABILITY PERIOD

TIME FRAME
The defects liability period commences from the date shown on the Acceptance of Works Certificate.

The defects liability period is a minimum of six (6) months and does not conclude until construction of development roads and other services are complete.

LIVE ASSETS
The water main and sewer are considered live once the defects liability period has commenced.

Only people authorised by Central Highlands Water are permitted to enter live sewers. (Refer clause 6.3 in Central Highlands Water’s Land Development Manual Guidelines and Pricing section.)

DEVELOPER’S RESPONSIBILITIES

The developer must:
• Contact Central Highlands Water to arrange for appropriately witnessed air tests for end of defects liability period verification, if required;
• Pay all reasonable costs incurred by Central Highlands Water during the defects liability period. These costs are included when the account is finalised, in accordance with clause 4.10; and
• Submit an End of Defects Liability Period Verification Form, including any specified supporting documentation, at the end of the defects liability period and before the works are vested in Central Highlands Water.

NOMINATED REPRESENTATIVE

The nominated representative must verify that all works still comply with the Construction Verification Form and that the construction of the development’s roads and other services are complete.
Central Highlands Water will issue a Letter of Release (Consent to a Statement of Compliance) when the requirements in the Notice of Agreement for sewer and water supply are met to Central Highlands Water’s satisfaction.

The requirements, if applicable, are as follows:

- The Acceptance of Works Certificate has been issued by Central Highlands Water
- Any outstanding contributions have been paid
- All other money requested by Central Highlands Water has been paid
- Downstream sewers and external water mains to the development have been certified complete
- A copy of the amended Plan of Subdivision, certified by the council and indicating the easements and reserves required to cover all subdivisional water mains and sewers, have been received by Central Highlands Water, or
  The developer has created an easement to cover water and sewer assets in accordance with the Transfer of Land Act 1958 and has supplied a dealing number from the titles office as evidence of lodgment
- Any other information, notices or documents required by Central Highlands Water have been provided
9.0 VESTING OF WORKS

The works are vested in Central Highlands Water from the date of the Certificate of Completion.

The certificate is issued by Central Highlands Water when both of the following requirements have been met:

- The defects liability period has ended in accordance with clause 7.9; and
- Central Highlands Water has received the End of Defects Liability Period Verification Form from the developer.

Central Highlands Water is responsible for the operation and maintenance of the works, and the associated costs from the date the works are vested, except where:

- The costs are incurred as a result of the works failing to meet Central Highlands Water requirements due to the consultant’s non-conformance to the quality system. In these cases, the developer pays the cost of any rectification works needed for up to five (5) years after the works are vested in Central Highlands Water.
- Temporary works have been constructed as part of the agreement. The developer must pay the operation and maintenance costs of the temporary works for the period specified in the Notice of Agreement.
10.0 TRADE WASTE

Central Highlands Water sewers can accept only limited amounts of trade waste in addition to normal domestic waste. The developer must not take the issue of the Notice of Agreement by Central Highlands Water as a commitment by Central Highlands Water to accept trade waste discharge into sewers.

Trade waste discharges must comply with Central Highlands Water quality and quantity standards. Developers operating in the business development must apply to Central Highlands Water for approval to discharge trade waste. Central Highlands Water will supply details of its quality and quantity standards for trade waste at this time.

The developer must notify Central Highlands Water if any prospective purchasers intend to discharge trade waste from the development.
11.0 ENVIRONMENT

11.1 ENVIRONMENTAL POLICY STATEMENT

Central Highlands Water has an Environmental Management policy that aims to promote best environmental practice across the organisation through a certified Environmental Management System, consistent to International Standards in ISO 14001.

Central Highlands Water is committed to best environmental practice to ensure a sustainable environment for current and future customers.

Central Highlands Water, through the development, implementation and maintenance of a certified Environmental Management System, will:

- Conduct all working operations in a manner that will, where practicable, minimise the chance of environmental incidents. If such an incident should occur, the Corporation will respond immediately and appropriately
- To encourage and, where possible, require the Corporation’s contractors, consultants and suppliers to adopt similar environmental management policies and work practices
- Aim to “Reduce, Re-use and Recycle” resources used in the workplace, in line with sound conservation and waste minimisation principles
- Compile a ledger detailing all required legislative and regulative requirements which will be regularly maintained, to which Central Highlands Water will strive to comply and, where possible, exceed expectations
- Ensure all staff are made aware of the Environmental Management Policy, and strongly encourage all staff to be actively involved in the implementation of the Environmental Management System. To facilitate this use the Corporation will provide training opportunities for staff in best environmental practices relevant to individual work areas.

11.2 GENERAL

In carrying out the works the consultant shall comply, and ensure compliance by all sub-contractors, with:

- The requirements of all laws, statutes, by-laws, standards, policies, guidelines and the like which are relevant to environment protection, where failure to comply may render the Consultant liable to prosecution by the EPA and/or other authorities
- Central Highlands Water’s Environmental Policy, the provisions of this clause and any other environmental protection provisions in the Notice of Agreement
- All notices and instructions issued by Central Highlands Water with respect to environmental protection
ENVIRONMENT

11.3 REMOVAL AND DISPOSAL OF RUBBISH
The contractor must maintain the work site in a reasonably neat condition by regularly removing all rubbish and unused materials.

11.4 NOISE CONTROL
The contractor shall:
- conform with AS 2436-2010 Guide to Noise Control on Construction, Maintenance and Demolition Sites;
- avoid practices which lead to excessive noise and disturbance to site occupants, adjoining land owners and occupiers; and
- minimise noise emanating from spoil dumping into trucks and from other machinery.

11.5 MINIMISING MUD AND DUST
The contractor shall adopt practices that ensure that the dust and mud associated with the works are minimised. Appropriate methods are set out in Environment Protection Authority Publication No. 275; Construction Techniques for Sediment Pollution Control.

11.6 DISPOSAL OF CONTAMINANTS
The contractor shall properly dispose of all solid, liquid and gaseous contaminants in accordance with all statutory requirements.

11.7 SEDIMENT MANAGEMENT OF CONSTRUCTION SITES
The objective of sediment control is to minimise the impact of contaminated stormwater into the local drainage networks. If contaminated stormwater enters a drainage line or stormwater drainage system, it will eventually discharge into an adjacent waterway and pollute it.

If all known on-site treatment methods are unsuitable or impractical, then turbid and silt laden water must be removed by tankers for treatment and disposal at an appropriate waste water treatment facility.

11.8 TREE PRESERVATION

AVOIDING DAMAGE TO SIGNIFICANT TREES
If during the planned works, there is a possibility of permanent damage to significant trees, and the area cannot be avoided, expert advice should be obtained. Trees that have to be removed must be replaced with two or three pot-sized ‘sewer friendly’ trees.

REPAIRING DAMAGE TO TREES
Any necessary damage to trees must be done in a way that minimises possible health risks to them. Roots or branches must be scored, and the cut end of the limb daubed with mastic. Roots with a minimum diameter of 50 mm must be dug around and not damaged.

AVOIDING PILING SOIL AGAINST TREES
No soil, rocks or gravel should be piled directly against trees or under tree canopies.
12.0 OCCUPATIONAL HEALTH AND SAFETY

12.1 OCCUPATIONAL HEALTH AND SAFETY POLICY

Central Highlands Water has an Occupational Health and Safety policy that aims to promote best occupational health and safety practice across the organisation through a certified Occupational Health and Safety Management System.

Central Highlands Water is committed to the elimination of injury and the minimisation of illness to its people.

This commitment is recognised by everyone at Central Highlands Water as being an essential part of the Occupational, Health and Safety Policy.

Central Highlands Water will provide as far as is practicable a working environment that is safe and without risks to health as set out in the statutory health and safety regulations.

All staff, including supervisory staff, are responsible for their own occupational, health and safety and that of their fellow workers and their workplaces.

Central Highlands Water acknowledges its obligations to promote occupational, health and safety and take all reasonable precautions to protect the health and safety of its employees whilst they are on Central Highlands Water’s premises or undertaking prescribed Central Highlands Water activities away from its premises, and visitors lawfully upon Central Highlands Water’s land.

Central Highlands Water has a duty of care to ensure the health, safety and welfare of its staff and any contractors whilst engaged by Central Highlands Water.

All people charged with the management of others have a responsibility for the maintenance of the health and safety standards for all operations, and staff in their control.

Staff must recognise their joint responsibilities and co-operate in ensuring the highest possible health and safety standards are observed and maintained in all Central Highlands Water activities.

This Policy commits Central Highlands Water to an occupational, health, safety and welfare program, not only in compliance with legislation but also as an integral part of its management philosophy.

12.2 CONSULTANT

The consultant must ensure all work under this Notice of Agreement is in strict adherence to the applicable occupational health and safety regulations and codes of practice.

For the purposes of this Notice of Agreement, the word “should”, as it appears in the relevant occupational health and safety regulations and codes of practice, means that the associated requirement is mandatory.

Central Highlands Water considers the requirements under the relevant occupational health and safety regulations and codes of practice as minimum standards to be adhered to.