

Land Development Manual



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1. About Us

We are Greater Western Water, and we provide water services across Melbourne and its rapidly growing western region.

With the population of Melbourne's west expected to double over the next 30 years, Greater Western Water will meet the growing demands of our region and deliver reliable, affordable, and secure water services now and for decades to come.

We recognise our role as responsible custodians of water, now and into the future, and the impact our actions have on everyone in our community. Experts in our industry, we innovate and engage to ensure our customers continue to live in a healthy, thriving environment.

We are a Victorian Government owned water corporation and are proud to serve a vibrant and diverse community from Melbourne's city centre through to Lancefield. Go to gww.com.au to learn about how we support our community.

1.1 Protection of our Cultural Heritage & Environment

GWW aims to ensure that throughout all phases of its activities, its employees, Accredited Contractors, suppliers, and trade waste customers consider the protection of the flora, fauna, air, land and water, the community health and the cultural heritage which may be affected by the activities directly associated with GWW.

As an Owner of a Development with the intent to provide GWW with any asset to operate and maintain in the future, it is expected that you will identify environmental risks at the planning, construction, and operational phase of a project. Understanding these environmental risks, when designing and selecting a suitable alignment, preference must then be given to avoiding environmental impacts where feasible and minimising impacts appropriately where the impacts are unavoidable.

Where sites encounter culturally or environmentally sensitive areas, the Owner must manage the risks appropriately, minimising any adverse impacts that may occur during construction and operational activities.

Compliance with environmental, legal, and other obligations is paramount. GWW is certified to ISO 14001 for Environmental Management Systems. GWW's Environmental Policy can be found at www.gww.com.au.

2. About This Manual

This manual sets out GWW's policies for land developments involving subdivisions. It describes the provision of GWW services to land that is to be subdivided in accordance with the Subdivision Act and applies to both works and non-works applications.

The manual details cost recovery, construction, Quality Assurance, and audit policy for land development activities.

The manual has been developed to assist engineering Accredited Consultants, Accredited Contractors, surveyors, developers, Owners, local councils, and GWW personnel involved with the land development industry. It has been prepared to help ensure those who have a role in developments involving subdivisions understand the processes and procedures that are applied by GWW.

2.1 Scope

This manual is not a technical document and should be used as a guide only. The GWW requirements and polices in this manual apply to standard subdivision developments.

Refer to the individual Works Offer and associated Development Deed for full details of the requirements and obligations applicable to a specific development.

Where these requirements and policies are inappropriate for a particular development, GWW reserves the right to vary its requirements to suit the development. GWW will determine the requirements for such developments on a case-by-case basis.

2.2 Related Reference Material

The manual should be read in conjunction with GWW's *Guide to New Customer Contributions (NCCs)*, other relevant GWW policies, guidelines, legislation and, where applicable, the Development Deed for the Development Works.

For a non-exhaustive list of such reference material, refer to Appendix A.

2.3 Definitions

For a list of the definitions used in this manual, refer to Appendix B.

2.4 Connection and Payment Requirements

GWW's connection and payment requirements for a Development are set out in the Offer and the Development Deed.

2.4.1 Connection requirements

GWW controls connections to its water and recycled water supply and sewer assets. Under Section 145 of the Water Act, GWW's consent is required to connect to GWW's assets, to alter or remove a connection to GWW's assets, or to discharge anything into GWW's assets.

GWW is empowered under Section 145(3)(c) of the Water Act to impose on a consent any terms or conditions it thinks fit, or otherwise refuse to provide consent pursuant to Section 145(3)(a).

2.4.2 Payment requirements

Under Section 259(1) of the Water Act, GWW has the power to impose NCCs of the kind defined in Section 257(1).

GWW has the power under Section 259(1) of the Water Act to impose NCCs known as "tariffs" and "development tariffs". A NCC may be levied in relation to:

- an unserviced property (a "development tariff") under Sections 268 and 270 of the Water Act; and
- a serviced property (a "tariff") under Section 269 of the Water Act.

2.5 Dispute Resolution and Appeal Mechanisms

2.5.1 Dispute resolution in relation to connection and payment requirements

If you wish to raise a dispute in relation to connection or payment requirements, we recommend you engage with GWW to try to resolve the matter before lodging a formal objection or appeal.

In the first instance, the dispute should be directed to GWW's Head of Growth & Development. If the dispute cannot be satisfactorily resolved, it will be escalated to the General Manager, Growth & Infrastructure.

If the dispute cannot be satisfactorily resolved, formal objection and/or appeal rights are set out below.

2.5.2 Appeals in relation to connection requirements

In relation to an application under Section 145 of the Water Act for GWW's consent, GWW has the power under Section 145(3) to:

- refuse to consent;
- consent; or
- consent subject to any terms and conditions GWW thinks fit.

A person may apply to VCAT under Sections 145(3A) and (3B) for a review of GWW's decision. The application must be made within 28 days after either:

- notice of the decision was given (e.g. receiving GWW's refusal or the proposed Development Deed setting out GWW's conditions of connection); or
- if the person requests a statement of reasons, the day those reasons are provided or GWW informs the person no reasons will be provided.

2.5.3 Objections in relation to payment requirements

An Owner who is required to pay a NCC pursuant to Section 268, 269 and/or 270 of the Water Act may raise an objection with GWW by following the procedure set out in Section 271:

- the objection must be made in writing within one (1) month of receiving GWW's payment requirements, the details of which may be set out in GWW's proposed Development Deed;
- the objection under Section 271(1) must be based upon at least one of the grounds set out in Section 271(1)(a)-(f) of the Water Act; and
- GWW must notify the Owner of its decision on the objection within two (2) months after receiving the objection (Section 271(2) Water Act).

2.5.4 Appeals in relation to payment requirements

An Owner who is not satisfied with GWW's decision on its objection may apply to VCAT for review of the decision under Section 271(3) of the Water Act.

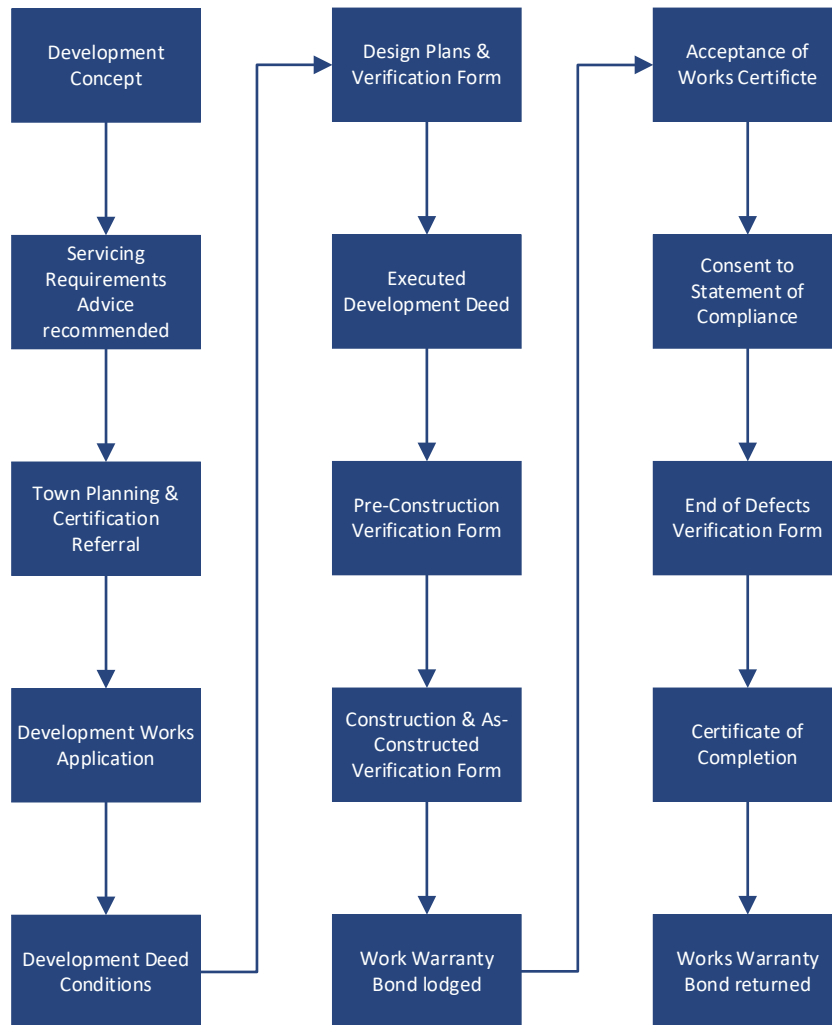
The Owner can apply for such a review provided that:

- at least one of the grounds set out in Section 271(a)-(e) applies; and
- the application is made within 28 days after the date of GWW's decision (or, if the Owner requests a statement of reasons, 28 days after either that statement is provided or GWW informs the Owner that no statement will be provided).

3. Summary of Development Works (Subdivision) Process

3.1 Process Overview

The following flow chart is an overview of the process for subdivisions involving land development works (this process does not apply to non-works applications). Details relating to each component of the process follow.



3.2 Servicing Requirements Advice

A Servicing Requirements Advice (SRA) is typically requested at a development concept and design stage or when a parcel of land is up for sale when a Developer wants to understand if upgrades or extensions to sewer and water (fire, general and recycled water) services are required to determine the associated costs.

This information is usually requested by Accredited Consultants on behalf of the Developer and property Owners.

When this information is requested, an SRA application is to be submitted via the GWW Property + application process at: <https://propertyplus.gww.com.au/>

There are two streams of SRA application - Greenfield Areas and Brownfield Areas.

Greenfield Areas definition: The proposed development of undeveloped land (generally in growth areas) for which only high-level information is available. These are areas where infrastructure for water and sewer is typically not available to service the property or properties.

Brownfield Areas definition: The proposed development of properties in established urban areas for which water demands, sewage flows and other technical details have been determined. These are built up areas where infrastructure for water and sewer is available to service the property or properties.

After an Applicant submits an SRA application, GWW will provide a formal written response.

This response will generally include plans showing the location of existing assets and advise whether the existing infrastructure can cater for the proposed development – if not, the required infrastructure works for sewer and/or water will be described and shown in plans.

GWW will incorporate the new water demands and sewage flows from each proposed development into its hydraulic models.

A Developer may have appointed an engineering consultant at this stage but is not required to enter into a formal agreement with GWW.

GWW's advice at the SRA stage is based on information submitted by the Applicant and all current information available to GWW.

Although GWW will take all reasonable care in preparing the SRA, GWW may alter its advice at any time without notice, hence GWW will not make any binding representations or commitments until:

- a Development Deed under a Land Development Works Application is executed.
- a Plumbing application under the Property Development process applying for connections to GWW's assets (sewer and water) is executed.
- approval of designs of any proposed GWW assets has been provided.
- all other required GWW applications related to the Development are completed and consent is provided by GWW for connections to GWW assets.

3.3 Town Planning and Certification Referral

Where required the Developer will submit their development proposal to the responsible authority, usually the local council, who will refer it to GWW for comment.

GWW will place formal conditions on the Town Planning Permit. These conditions are generally generic and will require the Developer to enter into an agreement with GWW for the provision of water, recycled water (if applicable) and sewer services.

It is at the Town Planning Permit stage that GWW will advise the Developer if recycled water is mandated for a particular area.

Subdivisional certifications are also referred to GWW by the relevant council. GWW will respond to the relevant council by:

- consenting to the certification of the plan;
- objecting to the certification of the plan; or
- requesting a specified alteration to the plan to enable certification.

Specified alterations are generally a requirement for easements and/or land to be set aside (e.g. as a reserve) on the Plan of Subdivision to cover existing GWW Assets.

As the location of Assets to be constructed for the Development are not always known at the certification stage, GWW reserves the right to request additional easements and/or land to be set aside as part of the Development Deed.

3.4 Subdivision Requirements

When an application is made for a planning permit to subdivide land, the application is referred to GWW. GWW will assess each application to determine what conditions are necessary to meet its requirements.

As an example, planning permit conditions may address any or all the requirements set out below:

- Residential subdivisions that already adjoin or are adjacent to water or sewerage services must provide each newly created Lot with a water or sewerage service.
- If a subdivision is not adjacent to existing water or sewerage services, GWW will consider the need for such services depending upon the circumstances, including the proposed use, zoning and proposed lot size and capability of the land.
- Most land with a residential or related zoning will require water and sewerage services and where available recycled water.
- GWW will review the requirement for reticulated sewerage and water services (including recycled water) considering:
 - number of lots in a subdivision
 - nature of surrounding lots
 - potential for further development under present land zoning
 - any relevant state or local planning policies
 - distance to the nearest assets capable of servicing the development
 - review of the land capability assessment report

3.5 Easements

Easements must be established on the Plan of Subdivision to cover any water and/or recycled water or sewerage services that cross private land. All easements need to comply with the current versions of WSA02 - Sewerage Code of Australia (Melbourne Retail Water Agencies Edition) and accompanying standards, or WSA03 – Water Supply Code of Australia (Melbourne Retail Water Agencies Edition) and accompanying standards.

Where Owners retain a common private service, an easement needs to be shown on the Plan of Subdivision in accordance with the Subdivision Act.

3.6 Industrial and Commercial Subdivisions

All industrial and commercial subdivisions must be provided with a reticulated water, recycled water (where mandated) and a sewerage service.

Standard practice is for industrial and commercial subdivisions to be developed without any water property connections due to uncertainty over the demand of the end user. In these circumstances, the Developer may be required to install a conduit for a future water supply. Water supply being available but not yet connected shall be noted by GWW on the land information certificate.

3.7 Subdivision with an Owners Corporation

The provision of a water, recycled water, and sewerage service to the Parent Lot of a subdivision with an Owners Corporation depends on the size of the lots within the subdivision. For all residential and industrial/commercial multi-unit developments, all private or internal water supply, recycled water (if applicable) and sewerage infrastructure must be provided in accordance with AS/NZS 3500 and will be owned, operated, and maintained by the Owners' Corporation and/or the property Owner.

Any required extension of the water, recycled water main and/or sewer is to the Parent Lot only.

Each building and common property service within an Owners' Corporation must be individually metered in accordance with GWW's Metering and Servicing Guidelines available on GWW's website.

Internal private water and sewerage works shall be designed and constructed by developer's plumber or hydraulic consultant in accordance with AS/NZS 3500 under a Victorian Building Authority (VBA) number issued by GWW's Growth & Development section.

A Developer may generally construct a GWW sewer through the Owners' Corporation common property or new allotment if required to avoid land locking adjacent land in the natural catchment of the sewer. The funding of the GWW sewer shall be in accordance with GWW's *Guide to New Customer Contributions (NCCs)*.

GWW sewers may only be accepted within common or private property within Owners' Corporation developments if it is an existing sewer or a new sewer required to extend to service other land, where an easement is in place.

Requests for individual Tappings and sewer Connection Points are assessed on a case-by-case basis.

Unless otherwise agreed, the sewer to be extended must have gravity control over the discharge from each Lot.

3.8 Redevelopment and Changes to Subdivision

Where an existing water, recycled water main and/or sewer service needs to be realigned or abandoned because of the redevelopment or changes to the subdivision of land, the Owner must pay all costs associated with such works.

3.9 Shared Private Services (Water Services & Combined Drains)

In developments other than Owner's Corporation or Dual Occupancy, where a private water, recycled water and/or sewer service crosses property boundaries, new Tappings and/or sewer connection points are required at the Developer's expense.

Where a development's Parent Lot is currently serviced by a water service/combined drain with another existing lot, the water service/combined drain cannot be used to connect additional lots.

The existing service(s) may need to be disconnected at the property boundary and connected to the new tapping/connection point unless agreed with GWW that this can be undertaken in the future by the adjacent landowner.

Refer to Sub-section 3.5 - Easements for special requirements when subdividing properties with existing Section 12(2) easements under the Subdivision Act.

3.10 Non-Works Application

Where existing services are already available to the subdivision and do not require an extension to the existing water, recycled water, or sewer reticulation system, a Non-Works application is required (where an extension of services is required, a Development Works Application is required, as discussed at Sub-section 4.1 – Development Works Application).

A Non-Works application usually applies to two lot residential subdivisions, dual occupancy developments, commercial buildings, industrial buildings, multi-unit development and subdivisions with an Owners' Corporation, but will also apply to small non-Owners' Corporation subdivisions which have existing services available to each Lot in the subdivision.

A completed Non-Works application form together with the required application fee must be lodged with GWW for a Non-Works Offer to be processed.

The Non-Works application can be accessed via the GWW website at:
<https://propertyplus.gww.com.au/>

Refer to GWW's Pricing Tables for the current non-works application fee.

If approved, GWW will issue a Non-Works Offer which is a letter setting out contributions including NCCs that need to be paid prior to connection. This Offer may also include requirements relating to the construction of minor works, such as Tappings into water and recycled water mains or construction of house connection branches to sewers.

4. Development Works

The Owner of the subdivision will enter into an agreement with GWW for the design, construction, survey, and supply of the as-constructed details of works necessary to supply each lot within a subdivision. Water, recycled water (where applicable) mains and sewers must also be designed and sized to consider any future extension to service land that is external to the subdivision.

Where land external to the subdivision must be serviced, the Owner will also be required to extend these services through the entire extent of the subdivision to facilitate connection to all neighbouring properties (that may be developed in the future), as per the relevant GWW Network Servicing Plans available on the GWW website.

Where water, recycled water mains and/or sewers are required to be installed to service other Developments, these will be provided in accordance with Sub-section 3.3 - Town Planning and Certification Referral.

Conditions for the construction of these works will be set out in the Development Deed.

Fees and contributions are to be paid by the Developer and will generally be set out in the Development Deed.

Fees and contributions will be calculated in accordance with GWW's *Guide to New Customer Contributions (NCCs)* and GWW's *Pricing Tables*.

4.1 Development Works Application

When an extension of GWW's reticulated water, recycled water mains and/or sewers is required to service a property under Development, then a Development Works Application is required.

A Development Works Application usually applies to developments other than two-Lot residential subdivisions or subdivisions with an Owner's Corporation but will also apply to non-subdivisional developments or subdivisions with an Owner's Corporation where services are required to be extended to the property.

The Developer will be required to engage an Accredited Consultant from GWW's Accredited Consultants List who will undertake the project management of the project including the design and auditing of the necessary works. See Section 12 - Audits, Sub-section 12.4 – Accredited Consultants and Accredited Contractors of this manual.

The Developer will also be required to engage an Accredited Contractor from GWW's Accredited Contractors List who will undertake the construction of the GWW works. Further information about GWW's Accredited Contractors is provided at Section 12 - Audits of this manual.

The Developments Works Application can be accessed via the GWW website at: www.gww.com.au

A fee may be required to be paid when the Development Works Application is lodged with GWW. The fee amount is dependent on the number of Lots within the development.

The fee covers the cost of application, assessment, connection, and random audits conducted by GWW during the various activities undertaken during the design, construction, and survey of the Development Works.

The fee amount is dependent on the number of Lots within the development and is set out in the relevant Pricing Tables and will be advised by GWW.

If a Development Works Application is approved, GWW will require the Developer to enter a Development Deed. All conditions and fees applicable for the development, including the respective rights and obligations of each of the parties, will be set out in the Development Deed. The Development Deed will be executed by the Developer and GWW.

4.2 Development Deed requirements

The Development Deed sets out all the conditions, fees and charges applicable for the Development, including the respective rights and obligations of each of the parties.

The Formal Instrument of Agreement and Development Deed Standard Conditions can be accessed at www.gww.com.au and GWW will issue as schedules, the financial contributions, design and construction requirements and any other required documentation. Together, that documentation will form the Development Deed.

GWW will generally issue the formal conditions within 45 business days of receiving a completed Development Works Application form. However, due to the complexity of the servicing requirements of some Developments, a longer period may be required.

The *Intention to proceed to a Development Deed* is to be lodged with GWW if the formal Development Deed is unable to be executed by the Developer within three months from the date that GWW has issued the Development Deed conditions. This will avoid the Deed conditions lapsing.

Lodgement of the *Intention to proceed to a Development Deed* does not waive the requirement for the Development Deed to be formally executed by the Developer within 6 months from the date that GWW has issued the Development Deed conditions. If execution of the Development Deed has not occurred within this timeframe, GWW may, at its sole discretion, require the Developer to lodge a new works application.

Unless otherwise specified in the Development Deed conditions, all fees are required to be paid within 3 months from the date that GWW has issued the Development Deed conditions. If payment of fees is deferred beyond this date, they will be recalculated based on the rates applicable at the time of payment.

Construction works must not commence prior to the Development Deed being executed by the Developer and GWW.

4.3 Special Works

Special works such as a water storage tank, a local treatment plant, pumping station, rising main, sewerage flow control facility, local booster disinfection plant or a local sewage pre-treatment system may be required where they are necessary for a satisfactory supply of services to a development using the negotiation framework. Owners may then be required to deliver and/or meet the costs of the negotiated special works.

4.4 Temporary Assets

GWW may allow the Owner to install temporary assets if:

- GWW assets are not directly accessible from the Development; and/or
- connecting the Development to GWW Assets is not economically viable.

Temporary assets are divided into the categories of **Temporary Assets** and **Temporary Shared Assets**. They are defined in the Definitions in Appendix B of this manual.

The Development Deed will set out whether temporary works are required to be upsized to service other Developments.

Temporary works are subject to the following conditions:

- The cost of Temporary Assets must be paid for by the Developer. In cases where the Developer is required to pay for Temporary Assets, GWW will inform the Developer of what permanent assets will be provided and when that is expected to occur.
- For Temporary Assets the Owner is required to pay the operation and maintenance costs of the temporary works. This includes any cost associated with the abandonment or removal of the temporary works.
- In certain circumstances GWW may permit others to connect to Temporary Assets if there is no detriment to the original Developer that installed the Temporary Assets. Other Developers in the vicinity who have not contributed to the Temporary Assets and who develop their land later may be required to install their own temporary works or upsize the existing Temporary Assets at that time.
- The Owners who use the Temporary Assets need to provide land for these works. GWW will then lease this land for a nominal amount until permanent works are installed.

- The cost of Temporary Shared Assets will be refunded by GWW in accordance with Section 9 - Reimbursements of this manual.
- All works must be constructed in accordance with relevant standard drawings and specifications and approved by GWW.

4.5 Operation and Maintenance Costs

The Developer must pay all Operation and Maintenance (O&M) costs incurred by GWW until a Certificate of Completion is issued for the Development Works, excluding Temporary Works where the Developer is required to pay O&M costs until the permanent outfall is in place.

4.6 Executed Development Deed

Prior to the Development Works commencing construction, the Development Deed, as executed by the Developer, must be lodged with GWW. GWW will then execute the Development Deed.

Except for the Offer fees or unless otherwise specified, all other fees detailed in the Development Deed (see Financial Contributions section) are required to be paid within 14 days of the Commencement Date.

5. Design Requirements

The responsibilities of the Developer, Accredited Consultant, Accredited Contractors and GWW in relation to the design of the Development Works are set out in Schedule 5 of the Development Deed.

Developers must appoint Accredited Consultants to carry out the design of the Development Works who are accredited in the applicable category of Works as set out Sub-section 12.4 – Accredited Consultants and Accredited Contractors.

GWW encourages the promotion of innovative servicing solutions. In this regard GWW actively encourages the Developer and Accredited Consultant to offer creative and innovative solutions relating to the concept, design and construction of water / recycled water supply and sewerage infrastructure assets which are based on sound engineering principles and provide effective and economic alternatives over the life of the asset.

The Development Works design is expected to provide the best value ‘whole of life’ option that provides surety of ongoing effective and efficient performance of the system.

Development Works designed and constructed in accordance with the relevant Water Services Association of Australia (MRWA versions) standard drawings, specifications, design manuals and supplementary documentation are acceptable.

The Development Works design must include any special design parameters required by GWW in the Development Deed for works.

For sewerage works, unless otherwise specified in the Development Deed, the design must also provide:

- sufficient capacity for the catchment upstream of the Development;
- gravity control of the catchment upstream of the Development; and
- provide a gravity connection point at the upstream end of the development for the catchment upstream of the development.

Prior written approval / dispensation of GWW must be obtained if it is proposed to provide any Lot with only limited gravity control. This also applies if it is intended to divert sewerage works across a catchment boundary resulting in significant deep assets. Lots approved for limited gravity control need to have the area of control identified on the design drawings.

Should the Accredited Consultant desire a departure from compliance with GWW's applicable design standards, a 'Design Dispensation Request Form' shall be submitted, which can be downloaded from www.gww.com.au.

The Accredited Consultant is responsible for coordinating the design of the works with any works, operations and services involving GWW. This responsibility extends to coordination with councils, other authorities and individuals that may have a direct or indirect interest in the construction and location of the proposed water supply or sewerage works. Any requirements affecting the construction methods must be included on the design drawings.

Unless otherwise specified in the Development Deed or subsequently approved by GWW, all materials used in the Development Works must be specified in the Approved Products lists.

The Approved Products List can be viewed on the Melbourne Retail Water Agency (MRWA) web portal at www.mrwa.com.au.

Any special conditions in relation to the design of the Development Works will be set out in the Development Deed.

5.1 Design Verification Form

The Accredited Consultant is required to lodge a Design Verification Form signed by the Accredited Consultant's Nominated Representative and a full set of the design documents **at least 10 calendar days before the Accredited Contractor proposes to commence construction of the Development Works.**

Note: for assets constructed under categories 2 and 3, additional timing considerations may be required as set out in Sub-section 9.4 - Specific Requirements for Category 2 and 3 Reimbursements.

Unless otherwise stated in the Development Deed conditions, the lodged design must be the *construction version* drawings signed and authorised by the applicable Key Personnel.

The Accredited Consultant engaged by the Developer must be listed as an Accredited Consultant for the relevant categories of works on GWW's Accredited Consultants List. The Design Verification Form can be downloaded from www.gww.com.au. This form and/or the Development Deed will set out any other additional documentation that must be lodged at this time.

The Design Verification Form, design plans and all other required documents must be converted to PDF format and emailed to Verificationforms@gww.com.au.

GWW will send an acknowledgement letter confirming that all the necessary documentation has been supplied. At this stage, GWW may choose to conduct an audit of the design and the Accredited Consultant will be informed of any observations and/or non-conformances that need to be addressed.

Notwithstanding the above, GWW reserves the right to conduct design audits at any time during the life of the project.

Should the design plans be amended after they have been submitted to GWW as part of the design verification process, the updated design plans are to be emailed, in PDF format to Verificationforms@gww.com.au.

6. Construction Requirements

The responsibilities of the Developer, Accredited Consultant, Accredited Contractors and GWW in relation to the construction of the Development Works are set out in the Development Deed Standard Conditions.

Developers can only appoint Accredited Consultants and Accredited Contractors to carry out the Audit activities and construction of the Development Works who are accredited in the appropriate Development Works category as set out in Section 12 - Audits.

The following specifications can be downloaded from the MRWA web portal at www.mrwa.com.au:

- MRWA Backfill Specification No. 04-03.2
- MRWA Water Quality Compliance Specification No. 04-02-2.1
- MRWA Survey Manual

Any special conditions in relation to construction of the Development Works will be set out in the Development Deed.

6.1 Pre-construction Verification Form

The Accredited Consultant is required to lodge a Pre-construction Verification Form signed by the Accredited Consultant's Nominated Representative and a full set of '*Construction Issue*' design plans **at least 7 calendar days before the Accredited Contractor proposes to commence construction of the Development Works.**

The water Accredited Contractor and/or sewer Accredited Contractor engaged by the Developer must be listed as an Accredited Contractor for the relevant categories of works on GWW's Accredited Contractor List, which can be found on the GWW website www.gww.com.au.

The Accredited Consultant will also provide a risk-based Audit schedule detailing the minimum number and timing of Audits that will be carried out by the Accredited Consultant's representative during the construction of the Development Works. This Audit schedule must as a minimum meet the requirements detailed in the Development Deed Standard Conditions.

The Accredited Consultant's professional indemnity insurance and the Accredited Contractor's public liability insurance shall be in accordance with the requirements of the Development Deed Standard Conditions.

A full set of *Issued for Construction* plans, in PDF format, shall accompany the Pre-construction Verification Form.

NOTE: Any non-conformances or observations raised by GWW from any auditing of the design plan submission must be closed out or addressed prior to lodging the Pre-Construction Verification Form.

The Pre-construction Verification Form can be downloaded from www.gww.com.au. This form and/or the Development Deed will set out any other additional documentation that must be lodged at this time.

The Pre-construction Verification Form, and all other required documents must be converted to PDF format and emailed to verificationforms@gww.com.au.

GWW will send an acknowledgement letter confirming that all the necessary documentation has been supplied.

GWW may choose to conduct audits during the construction of the Development Works and the Accredited Consultant and/or Accredited Contractor will be informed of any observations and/or non-conformances that need to be addressed.

6.2 Construction and As-Constructed Verification Form

At the completion of the Development Works, the Accredited Consultant must lodge the Construction Verification Forms signed by both the Accredited Consultant's and Accredited Contractor's Nominated Representative. The Accredited Consultant must also lodge the As-constructed Verification Form signed by the Accredited Consultant's Nominated Representative.

The following information must also be submitted at this time:

- A digital copy of the As-constructed Information in either DGN or DXF format. The digital information must be formatted in accordance with the MRWA manual.
- A PDF copy of the As-constructed information.

- For watermains - Water quality test results and chlorination completion certificate (where applicable) in accordance with MRWA Specification No. 04-02-2.1.
- For sewers – results of Air Pressure / Vacuum testing, Infiltration check, Deflection (Ovality) testing of flexible sewers, CCTV inspections in accordance with the Gravity Sewerage Code (MRWA Edition)
- Compaction test results in accordance with MRWA Specification No. 04-03.2.
- Any other information that may be set out in the verification form and/or Development Deed.

NOTE: Any non-conformances or observations raised by GWW from the construction auditing must be closed out or addressed prior to lodging the Construction Verification Form.

The verification forms, and all other required documents apart from the digital copy of the As-constructed Information must be converted to PDF format and emailed to verificationforms@gww.com.au.

The Construction Verification Forms and As-constructed Verification Forms can be downloaded from www.gww.com.au.

6.3 Work on Live Assets – Water / Recycled Water Supply Connections

Connection to existing water / recycled mains will generally be carried out by the Owner’s Accredited Contractor under the supervision of GWW, after the mains have been isolated.

The Accredited Contractor must give GWW:

- 15 full business days’ notice of the proposed connection – this allows GWW to facilitate the connection by arranging the necessary shutdowns of existing mains: and
- 24 hours’ notice of confirmation of connection.

The Accredited Contractor must endeavour to minimise the duration of any planned water supply interruptions affecting customers in line with GWW’s *Customer Charter*.

When connecting to larger size water / recycled water mains by Tapping under pressure, works may be carried out by GWW at its discretion.

In this instance all excavation and preparation works and supply of materials must be undertaken by the Accredited Contractor before attendance to site by the GWW provider, otherwise the job will be cancelled and need to be rescheduled.

Notification of connection to GWW’s water / recycled water mains must be given by lodging the “Planned Shutdown - Drinking and Recycled Water” form. This form is available on the GWW website at www.gww.com.au.

All forms must be emailed to shutdowns@gww.com.au

6.4 Work on Live Assets – Sewerage Connections

Connection of new sewer lines to existing sewer mains are only to be carried out by Accredited Contractors who are GWW accredited suppliers for works in confined space conditions.

Accredited Contractors for connections to Live Assets can be found in the Accredited Contractors list on GWW's website www.gww.com.au. The Developer or Accredited Consultant must select only Accredited Contractors who meet these criteria and arrange the connections, including costs for the work, directly with the Accredited Contractor.

Once a connection time has been arranged with the Accredited Contractor, the Accredited Consultant or Developer must provide details of the arrangements to GWW's Operational Control Centre by email to confinedspacegf@gww.com.au. A minimum of 5 full Business days' notice is required prior to any connection works taking place.

Notification of connection to GWW's sewers must be given by lodging the "Application to Access / Enter Greater Western Water Confined Spaces" form. This form is available on the GWW website at www.gww.com.au.

GWW will advise the Accredited Consultant in the Development Deed of any special details and costs associated with connections to larger sized sewers.

6.5 Boundary Sewers & Water / Recycled Water Servicing Both Sides of Street

If the Development Works include water / recycled water mains or sewers that are not considered shared Assets but will supply or service other land, the Owner is responsible for arranging a cost-sharing agreement with the adjacent Owners.

GWW will not be involved in any cost-sharing arrangements.

6.6 Alterations to Existing Greater Western Water Assets

If existing GWW Assets require alteration because of the development, the Owner must pay the actual cost of this work and the works must be undertaken in accordance with a Quality Assurance process.

6.7 Hydrant Use and Cross Contamination

The Accredited Contractor must obtain written consent from GWW for the use of water required for construction purposes and use a registered Water Carter authorised to take and transport water from GWW's hydrants. An application for a permit to access fire hydrants and fireplugs can be made via <https://propertyplus.gww.com.au/>.

6.8 Chlorination and Water Quality Testing of Mains

The water quality from new mains must comply with MRWA Specification No. 04-02-2.1. MRWA Specification No. 04-02-2.1 can be obtained by downloading the 'MRWA Water Quality Compliance Specification' at www.mrwa.com.au.

The Accredited Consultant or Accredited Contractor must:

- arrange for chlorination directly with disinfection Accredited Contractor approved by the Water Services Association of Australia;
- arrange water quality testing directly with a laboratory accredited under the Memorandum of Understanding between the National Association of Testing Authorities, Australia (NATA) and the Department of Human Services (DHS);
- provide all temporary pipe work and fittings needed for any chlorination works;
- give GWW at least 15 full Business days' notice to arrange any shutdowns that are needed; and
- provide GWW with test results prior to GWW issuing an Acceptance of Works letter.

6.9 Requirements for Backfilling Trenches

Backfill and compaction of soils are to be carried out in accordance with MRWA Specification No. 04-03.2. This specification also applies to fill associated with Assets constructed by tunnels, drives, shafts, bores, and other trenchless technologies.

A copy of MRWA Specification No. 04-03.2 can be obtained by downloading the 'MRWA Backfill Specification' at www.mrwa.com.au.

6.10 Working on Enamel External Coated Mild Coated Mains

Coal tar enamel used on the external coating of mild steel pipe may contain asbestos.

The full extent of precautions will be developed by the water industry, however in the interim period GWW require any Accredited Contractors undertaking works on these mains to:

- develop and submit to GWW a work method statement and job safety (risk) analysis for the specific works to GWW at least 10 Business days prior to commencement;
- possess a license to handle and remove asbestos; and
- carry out works in accordance with the Occupational Health and Safety Act 2004.

6.11 Asbestos Cement (AC) Pipelines

The Developer or Accredited Consultant must ensure Accredited Contractors undertaking works involving AC pipes are to do so in accordance with the current Asbestos Cement Mains Policy POL-7.

6.12 Trade Waste Requirements

GWW limits the quality and other characteristics of the trade waste it accepts into the sewerage system. The Developer must not assume that by entering a Development Deed GWW is committing to accept trade waste discharges into sewers.

Trade waste discharges must comply with GWW's quality policy.

The Owner must notify GWW if any prospective purchasers intend to discharge trade waste from the Development.

A copy of GWW's *Trade Waste Customer Charter*, Guidelines and Trade Waste application forms can be downloaded from the website.

7. Post Construction

7.1 Acceptance of Works Certificate

Once GWW is satisfied that the Development Works have been satisfactorily completed and the required fees and bonds have been paid, an Acceptance of Works Certificate will be issued.

The Acceptance of Works Certificate will be issued in accordance with and subject to the provisions contained in Clause 7.2 - Schedule 1 of the Development Deed.

7.2 Consent to Statement of Compliance

GWW will issue Consent to Statement of Compliance once all conditions under Clause 7.3 of the Development Deed Standard Conditions have been met.

7.3 End of Defects Liability Verification Form

At the end of the Defects Liability Period, the Accredited Consultant will lodge an End of Defects Liability Verification Form signed by the Nominated Representative of the Accredited Consultant and the Accredited Contractor.

As stated in Clause 8.2 Schedule 1 of the Development Deed, unless an alternative period has been specified in the Development Deed (Construction Requirements), the end of the Defects Liability Period is 3 months from the date that GWW issues the Acceptance of Works Certificate.

The Accredited Consultant must arrange a suitable time to conduct a joint Audit of the Development Works with the Accredited Contractor's and GWW's Nominated Representatives prior to lodging the End of Defects Liability Verification Form.

To arrange a joint audit, the 'Notification of Intention to carry out testing' form should be lodged with at least 2 full business days' notice. This form can be downloaded from www.gww.com.au and once completed should be emailed to qualityassurance@gww.com.au.

The End of Defects Liability Verification Form can be downloaded from www.gww.com.au. This form and/or the Development Deed will set out any other additional documentation that must be lodged at this time.

The End of Defects Liability Verification Form, and all other required documents must be converted to PDF format and emailed to verificationforms@gww.com.au.

GWW may conduct audits on the Development Works during the End of Defects Liability Period and the Developer, the Accredited Consultant and/or Accredited Contractor will be informed of any observations and/or non-conformances that need to be addressed.

7.4 Certificate of Completion

GWW will issue a Certificate of Completion under Clause 7.4 of Schedule 1 of the Development Deed at the successful completion of the Defects Liability Period in accordance with Clause 8 of Schedule 1 of the Development Deed.

7.5 Works Warranty Bond

The Works Warranty Bond must be provided by the Developer to GWW in accordance with Clause 4.2 of Schedule 1 of the Development Deed in the form of an Approved Unconditional Undertaking or a cash deposit. If the Works Warranty Bond is in the form of an Approved Unconditional Undertaking, it must not include an expiry or termination date.

A copy of the schedule of rates must be submitted with the Works Warranty Bond to enable GWW to confirm the Works Warranty Bond amount. GWW will inform the Developer in writing if it considers that the Works Warranty Bond amount is insufficient.

7.6 Works Warranty Period

The Works Warranty Period commences from the date GWW issues the Acceptance of Works Certificate and will extend for 2 years from the date GWW issues the Certificate of Completion.

The responsibilities of the Developer, Accredited Consultant, Accredited Contractors and GWW with regards to the Development Works during the Works Warranty Period are detailed in Clause 9 of Schedule 1 of the Development Deed.

Note that for any faults not remedied by the Accredited Consultant or Accredited Contractor (as relevant), thereby requiring GWW to remedy, the reasonable costs

incurred by GWW may be recovered from one or more of the Works Warranty Bond, the Accredited Consultant or Accredited Contractor (as the case may be) or the Developer. This applies to both the Defects Liability Period and the Works Warranty Period.

7.7 Deferred Works

The permanent sewerage outfall (either a branch sewer or a permanent pump station and rising main) is to be completed prior to the issuance of Statement of Compliance (SOC) for an internal stage(s) of an estate, as stipulated in the Development Deed. It is recognised that sometimes delivery of the permanent sewerage outfall will not be possible in a timely manner. For these situations, a temporary pump station (could be a packaged SPS or pumps in a maintenance hole) and rising main sewerage outfall is acceptable to avoid education, because education is primarily an administrative control (as it relies upon third parties to monitor and control sewage levels and so is less effective).

It is recognised that future home builders awaiting SOC(s) to enable title to be issued are also GWW's future customers and that from time-to-time extenuating circumstances can arise during construction of the sewerage outfall (be it permanent or temporary) that delay the completion of the required works.

Extenuating circumstances are unforeseen requirements and/or directives from government authorities and utilities.

In these situations, GWW will consider opportunities to enter into a short term, robust arrangement to accept the risk of a limited number of allotments (less than 150) being released before the sewerage outfall is completed. GWW will specify the instrument to be used for this arrangement.

Should GWW be satisfied that extenuating circumstances during construction of the sewerage outfall exist, the Developer will be required to enter into an arrangement with GWW, including the lodgement of Education and / or Deferred Works Securities in the form of Approved Unconditional Undertakings, or other security on terms acceptable to GWW. The Developer will be required to engage an accredited Education Contractor to perform inspections and education (if required), with all costs to be borne by the Developer.

The education status is to be proactively managed by the Developer throughout the life of the arrangement. Education arrangements will be subject to regular review and strict controls. Controls will progressively become more stringent for the following:

- Completion of the outfall is taking longer than anticipated, i.e. the duration of education increases; and/or
- Education of additional stages is requested (and approved due to extenuating circumstances only), i.e. the total number of lots increases; and/or
- There are increased risks to safety, amenity or the environment identified by GWW during the education period.

8. Financials

GWW may levy a NCC when connections are made to its water, sewerage, and recycled water networks, or when new capital works are required. A NCC may be imposed in relation to:

- a serviced property under the Water Act to recover the cost of new capital works arising from increased services as a result of development of the land, or any other change in the use of the land; or
- an unserviced property to recover the costs of developing a new service.

GWW's *Guide to New Customer Contributions (NCCs)* details the Standardised NCC Charges and Negotiated NCC Charges.

8.1 Contributions Requirements

The NCC charges for the GWW service area are based on a Price Determination made by the ESC.

This forms part of the ESC's independent regulation of urban water pricing. The Price Determination sets out who is responsible for the payment of Assets that are built or extended with respect to subdivisions. GWW's *Guide to New Customer Contributions (NCCs)* sets out how GWW gives effect to the ESC's Price Determination.

GWW applies payment requirements under Sections 268, 269 and 270 of the Water Act.

8.2 Reticulation and Shared Assets

A Developer is required to provide and fund all Reticulation Assets (water, recycled water (if applicable) and sewerage) to their estate.

GWW is required to reimburse works defined as a Shared Asset.

8.3 Network Servicing Plans

GWW has Network Servicing Plans, which outline the future water, recycled water and sewerage infrastructure and their timing. These plans show all large infrastructure (Shared Assets), which GWW is required to reimburse. The timing of this infrastructure in the plans has been determined following a logical sequencing of development.

Details of the Network Servicing Plans can be found on the GWW website at: www.gww.com.au.

8.4 Incremental Financing Costs (IFC)

Incremental Financing Costs are the costs that are brought forward where infrastructure is being built out-of-sequence and earlier than anticipated by the Network Servicing

Plans. These are also known as ‘bring forward costs’. IFCs may be charged where GWW is required to provide Shared Assets or Temporary Shared Assets sooner than planned.

The basis for these charges can be found on the ESC website www.esc.vic.gov.au. When determining the IFCs, the number of years the asset is to be brought forward is calculated as the difference between the date shown for the asset in the Network Servicing Plans and the date the Acceptance of Works Certificate is issued, being the earliest that GWW is liable for any reimbursement for the asset.

The IFC will be calculated using the following formula:

$$\text{IFC} = (1 - [1 / (1 + r)^n]) \times \text{cost of capital being provided sooner than planned}$$

Where:

r = GWW’s implied pre-tax WACC from the relevant Pricing Determination.

n = the number of years the asset is required sooner than planned.

If applicable for a development, the applicability of a potential IFC deduction will be set out in the Development Deed.

GWW will nominate the year that the Shared Asset is programmed to be constructed based on the Network Servicing Plan current at the time of application.

Table 8.4.1 below sets out the percentage of the capital cost of the Shared Asset works that will form the IFC. These will be combined once GWW prepares an integrated pricing submission and receives a determination from the ESC.

Table 8.4.1: Capital Costs Percentages

Number of years the asset is required sooner than planned	Incremental Financing Cost (% of capital cost)
1	3.34%
2	6.57%
3	9.69%
4	12.71%
5	15.62%
6	18.44%
7	21.16%
8	23.80%
9	26.34%
10	28.80%
11	31.18%
12	33.48%
13	35.70%
14	37.85%

15	39.92%
16	41.93%
17	43.87%
18	45.74%
19	47.56%
20	49.31%
21	51.00%
22	52.64%
23	54.22%
24	55.75%
25	57.23%
26	58.66%
27	60.04%
28	61.37%
29	62.66%
30	63.91%

8.5 Process Cost Recovery Requirement

GWW applies fees for application, audit, acceptance, connection, and other miscellaneous charges in accordance with the Pricing Tables and Sections 268, 269 and 270 of the Water Act.

GWW recovers process costs for specific activities it carries out by charging a fee to residential, commercial, and industrial Development Owners. The fees are subject to review by the ESC.

The activities for which GWW recovers process costs include applications for non-works, applications for developer works, audits, and plumbing applications.

Most of the activities for which GWW recovers process costs relate to applications for Developments Works (rather than applications for non-works, where existing services are already available to the subdivision).

9. Reimbursement

This Section applies where GWW is responsible for the provision of Assets, in accordance with the Price Determination (refer to Section 8 - Financials). It describes the arrangements for reimbursements associated with a Development Works Application which may apply to certain developments.

If a reimbursement is applicable to a development, specific reimbursement details will be included in the Development Deed.

A reimbursement is payable by GWW when Shared Assets are required to be constructed for a development. Depending on the type and value of the Asset, varying methods of calculating the reimbursement (as outlined below) will be used.

The Developer may request to offset the NCCs against the reimbursement amount, however agreement to offset is at the discretion of GWW.

The final reimbursement payment made by GWW is subject to GST. The full reimbursement amount (including GST) will be paid upon issue of the Acceptance of Works Certificate.

There are three reimbursement categories:

- Category 1 – Manual (Book) Rates
- Category 2 - Supply of Three Quotes
- Category 3 - Public Open Tender

These methods are outlined below.

9.1 Category 1 – Manual (Book) Rates

For water and recycled water mains internal to the subdivision and ≤ 300mm diameter, the reimbursement will be calculated using the construction rates for various sizes of pipes located in Sub-section 9.5.1 - Water Supply Reimbursement Rates- Tables 9.5.1(a) - Water supply reimbursement rates (Potable) and 9.5.1(b) - Water supply reimbursement rates (Recycled).

These rates are inclusive of all design and project management costs.

Where calculation of the estimated reimbursement amount is based on the rates located in Sub-section 9.5.1 - Water Supply Reimbursement Rates, the estimated reimbursement amount will be indicated in the Development Deed. The actual reimbursement amount will be reassessed at the completion of the works, based on actual construction lengths.

For projects that fit under this category, the Accredited Consultant is required to follow the standard quality processes outlined in this manual.

9.2 Category 2 – Supply of Three Quotes

At the sole discretion of GWW, the Developer may obtain and supply three quotes from Accredited Contractors. The reimbursement shall then be calculated based on the lowest of the three quotes.

A MRWA Engineering Fee Contribution may also be included in the reimbursement amount.

The fee is calculated as follows:

Table 9.2.1: Consultancy Fee Structure – Three Quote Projects

Works Value	Engineering Fee Contribution
< \$100,000	12%
\$100,000 to \$200,000	\$12,000 plus 8% for any \$ over \$100,000
\$200,000 to \$250,000	\$20,000 plus 7.5% for any \$ over \$200,000

The design and project management reimbursement amount includes, but is not limited to, project management, design, tendering, auditing, surveying, geotechnical investigations (as required by the MRWA standards) and commissioning of the reimbursable works. Refer to Appendix C for more details.

The Developer may only engage an Accredited Contractor that has provided a quote to complete the works.

Where the estimated reimbursement is based on this method, the amount to be reimbursed will be advised once the successful recommended quote is accepted by GWW.

The maximum allowable reimbursement under this category is \$250,000 including the design and project management fee. Variations will only be considered by GWW for this category of work if latent conditions are encountered. Variations for omissions in the design and tender documents by the Accredited Consultant will not be considered.

For projects that fit under this category, additional specific requirements are outlined in Sub-section 9.4 - Specific Requirements for Category 2 and 3 Reimbursements.

9.3 Category 3 – Public Open Tender

The reimbursement for all other projects is calculated based on the lowest conforming tender selected from a public open tender process.

A MRWA Engineering Fee Contribution may also be included in the reimbursement amount.

The fee is calculated as follows:

Table 9.3.1: Consultancy Fee Structure – Public Open Tender Projects

Works Value	Engineering Fee Contribution
< \$100,000	12%
\$100,000 to \$200,000	\$12,000 plus 8% for any \$ over \$100,000
\$200,000 to \$1,000,000	\$20,000 plus 7.5% for any \$ over \$200,000
> \$1,000,000	\$80,000 plus 6% for any \$ over \$1,000,000

The design and project management reimbursement amount includes but is not limited to project management, design, tendering, auditing, surveying, geotechnical investigations (as required by the MRWA standards) and commissioning of the reimbursable works. Refer to Appendix C for more details.

Where the estimated reimbursement is based on this method, the amount to be reimbursed will be advised once the successful recommended tender is accepted by GWW.

Variations will only be considered by GWW for this category of work if latent conditions are encountered. Variations for omissions in the design and tender documents by the Accredited Consultant will not be considered.

For projects that fit under this category, additional specific requirements are outlined in Sub-section 9.4 - Specific Requirements for Category 2 and 3 Reimbursements.

9.4 Specific Requirements for Category 2 and 3 Reimbursements

The specific requirements regarding the design, tender documentation and construction will be set out in the Development Deed; however, the following conditions will generally apply:

9.4.1 General

The Accredited Consultant is to undertake the design, contract document preparation, tendering, evaluation of tenders and project management for the construction of the Shared Assets and/or Temporary Shared Assets. All work shall be undertaken in a cooperative approach with GWW.

GWW is to have the opportunity for significant input (not approval, endorsement, or responsibility) through all phases. Hold points will be set at:

- project planning stage
- design phase
- tender preparation phase. This is only applicable for Category 3 work.
- tender evaluation phase

At all phases, the Accredited Consultant is to make a recommendation to GWW on their preferred selection. All recommendations need to be forwarded with appropriate accompanying documentation. The Shared Assets and/or Temporary Shared Assets are not to proceed past these points without GWW's authorisation.

9.4.2 Gate 1 – Project Planning Stage (Category 3 Works Only)

This gives the Accredited Consultant the opportunity to appraise all information and involves analysis of options and the preferred option.

A project planning meeting will be required between GWW, the Developer and the Developer's Accredited Consultant.

Prior to the meeting the Accredited Consultant is required to complete a desktop analysis with reference to the Precinct Structure Plan (or other planning documents) for the development area to familiarise with site constraints.

Prior to the project planning meeting the Accredited Consultant will be required to complete a draft project plan and submit it to GWW. A template will be provided by GWW for this purpose.

Required attendees at that meeting will be:

- Developer's representative
- Accredited Consultant's Project Manager
- Accredited Consultant's Principal Designer
- GWW Land Development Project Manager
- GWW design representative
- other staff as required.

The following items will be discussed at the project planning meeting:

- proposed alignments
- timing of works
- other authorities impacted by the works and approvals necessary
- environmental approvals required
- cultural and heritage approvals required
- in-principle approval for the proposed alignment by affected landowners including adjacent landowners' consent if the works are outside the development
- any restrictions on the working corridor available to undertake the construction works
- contingency plans.

Following the project planning meeting, the Accredited Consultant will be required to finalise the project plan and submit it to GWW.

No work can proceed until the project plan is submitted and agreed between GWW and the Developer.

9.4.3 Gate 2 - Design Phase

GWW is to review and comment on the design plans. The project cannot progress past Gate 2 - Design Phase until all comments on designs have been addressed to GWW's satisfaction. All subsequent material changes made to the design must be reviewed by GWW past this point to keep the design approval current and valid.

As part of the design process the Accredited Consultant shall identify all affected third parties and other authorities. To assist in the review of these documents we require

copies of the conditions entered into with other property Owners, Melbourne Water, the relevant local council, and other authorities (i.e. electricity, gas, etc.).

Cultural Heritage Management Plans and Flora and Fauna assessments (if applicable) must be forwarded to GWW for review.

The engineering plans should include existing and proposed services and clearance from the proposed water/sewer mains complying with all Water Services Association of Australia/MRWA requirements.

Any amendments requested by GWW to the drawings/documents are to be lodged with GWW for review. GWW will generally require 5 to 10 business days for the first design audit and any subsequent audits required.

GWW will only perform its detailed design plans review(s) subject to the 'Checked' box in these plans having been signed off. Additionally, any design reviews required following the issue for construction will also require Registered Civil Engineer signoff. For Category 3 Projects, a 'Forward Notice' for the impending tender needs to be advertised in the Buying for Victoria portal approximately 4-8 weeks prior to the anticipated tender advertisement date. This is typically done after receipt of the draft detailed design drawings (unless the consultant requests otherwise). The Accredited Consultant will be required to complete a project-specific template for the Forward Notice, then GWW will upload it to the Buying for Victoria portal.

9.4.4 Gate 3 - Tender Phase (Category 2 Projects)

Once GWW has had the opportunity to review and comment on the design, the Accredited Consultant may obtain three quotes from GWW Accredited Contractors.

The Accredited Consultant is to provide a report detailing the breakdown and comparison of all quantities and final costs submitted by the three Accredited Contractors together with their recommendation as to who should be awarded the project, and the calculated reimbursement with justification for their recommendation.

9.4.5 Gate 3 - Tender Phase (Category 3 Projects)

GWW will review and comment on the tender documents and schedules prior to advertising.

GWW will require the tender process to be conducted as an **open tender** and be open for 3 weeks.

The tender advertisement details must be provided to GWW in accordance with a template to be provided by GWW. GWW will then upload the advertisement to the Tenderlink portal. As will be stated in the tender advertisement, prospective tenderers will be required to obtain the tender documents directly from the Accredited Consultant.

The tender is to be closed at GWW's Electronic Tender Box located at www.tenderlink.com/gww.com.au at 2pm Wednesday.

The tenders will be received and reviewed at GWW's offices, and the details of the tenderers and their tender prices logged. Tender documentation will then be forwarded to the Accredited Consultant for analysis.

The Accredited Consultant is to provide GWW with a spreadsheet containing a breakdown and comparison of all quantities, costs and variations submitted by all Accredited Contractors and a recommendation on who should be shortlisted for tender interview.

The shortlisted tenderers will be jointly interviewed by the Accredited Consultant and GWW.

The interview process needs to be structured such that each tenderer is asked the same questions in relation to the project and specific questions related to the tender documents. The Accredited Consultant is to provide GWW with a prepared list of questions prior to tender interviews for review/comments.

Post interviews, the Accredited Consultant is to provide minutes of tender meetings (signed and agreed to by the tenderer) and a report detailing their recommendation as to who should be awarded the project and justification supporting this decision.

9.4.6 GWW Approval

GWW will obtain internal approval of the reimbursement for the asset. Allow 14 Business days for GWW to go through the internal process. Upon approval GWW will advise the Accredited Consultant in writing of the reimbursement amount.

The actual reimbursement amount will be based on the lowest conforming tender for the construction of the works.

Where GWW has accepted the lowest conforming tender, the total amount to be reimbursed will be based on the actual dollar amount with no escalation. Where the accepted tender includes a provisional amount then this amount will not form part of the amount to be reimbursed.

The Developer / Accredited Consultant may elect to use an Accredited Contractor other than the lowest tenderer but will receive no additional reimbursement from GWW. Only Accredited Contractors that have submitted tenders through the open tender process can be engaged to undertake the shared asset works.

Any management and coordination fees for novated tenders (i.e. head contractor costs) will not be reimbursable.

At the time the project is awarded all non-successful tenderers are to be advised accordingly along with the successful tender amount.

GWW reserves the right to review the proposed strategy for the area should the tenderers deliver a price not deemed acceptable by GWW.

9.4.7 Confidentiality

The Accredited Consultant and the Developer will hold in strictest confidence the confidential information of tenderers as between themselves and GWW and will not use any confidential information for any purpose other than for tender and tender evaluation. The Accredited Consultant will be required to sign a declaration to this effect.

The Accredited Consultant and the Developer will not disclose, communicate, or permit the disclosure or communication of confidential information to any other tenderer or other third person.

For the purposes of this Sub-section, “confidential information” means all tenderer information received in connection with the Shared Asset works in any form or media including, but not limited to, everything recording, containing, setting out or referring to any pricing or financial data, but does not include:

- information which is, or which subsequently becomes, other than because of breach of confidentiality, widely known in the public domain; and
- information which is required by law or by order of any Court to be disclosed.

The Accredited Consultant and the Developer will ensure that their obligations under this Sub-section shall apply to all their employees, agents, Accredited Contractors, and subcontractors.

The Accredited Consultant and the Developer must indemnify GWW against all costs, liability, losses, and claims incurred by GWW because of a breach of their obligations under this Sub-section.

The obligations in this Sub-section 10.6 shall remain in full force and effect, notwithstanding that physical access to the confidential information is no longer available to the Accredited Consultant or the Developer or that either of them is no longer associated with GWW.

9.4.8 Gate 4 - Construction Phase (Category 2 Projects)

Unless otherwise specified by GWW, the Accredited Consultant must follow the standard quality processes outlined in this manual.

GWW reserves the right – at its absolute discretion – to adopt the ‘Construction Phase (Category 3 Projects)’ requirements for Category 2 projects with special circumstances.

9.4.9 Gate 4 - Construction Phase (Category 3 Projects)

The Accredited Consultant must arrange a pre-construction site meeting with the Accredited Contractor and GWW. Items to be included are site induction, Job Safety Analysis / Safe Work Method Statement, site specific environmental issues, Traffic Management Plan or as applicable.

The Accredited Contractor is to provide GWW with the following documentation for review upon request:

- company policies and objectives;
- system management procedures;
- technical procedures;
- project Personnel including Subcontractors, Suppliers & Testing Companies;

- checklist (Pre-Commencement, Tools Inspection, Induction/Training Procedure, etc.);
- JSA / SWMS (site specific);
- site Environmental Management Plan; and
- other related documentation

The Accredited Consultant is to arrange weekly/fortnightly site meetings with the Accredited Contractor and GWW during the entire construction/contract period.

Should there be any issues regarding industrial relations, site security, OH&S or non-conformances issued to the Accredited Contractor, GWW is to be informed immediately. A copy of the documentation is to be provided to GWW for review.

9.4.10 Assessment of Variations

The reimbursement amount will not include provisional sums.

GWW must be immediately notified of any proposed variations. Variations will not form part of the reimbursement unless they are approved by GWW in accordance with the procedure below:

- GWW will approve / not approve variations at the time they occur.
- If GWW does not agree with the amount but does agree with the intent of the variation, GWW will approve the variation on the condition that the variation works that do occur will be closely monitored to assess time, materials, etc and a written valuation of these works will be provided on completion. GWW will then advise the Accredited Consultant of the approved reimbursement amount.
- If potential variations are not notified to GWW and agreed at the time, GWW cannot approve them.
- During all weekly site meetings, a standing item on the agenda shall be variations. In the meeting both the Accredited Consultant and Accredited Contractor will need to confirm to the GWW representative if there are any variations.

9.4.11 Post Construction Phase

Prior to GWW issuing the final reimbursement payment, the Accredited Consultant will be required to lodge a copy of the final payment certificate issued to the Accredited Contractor.

9.5 Manual (Book) Rates

Where a reimbursement is applicable, and reimbursement has been agreed to be made

in accordance with Category 1 – Manual Rates (refer Sub-section 9.1 - Category 1 – Manual (Book) Rates), the rates set out below are to be used and are all inclusive.

For example, items such as design and project management fees, crushed rock backfill, and special bases are included in these rates.

It is acknowledged that those pipe diameters marked with an asterisk (*) as listed in Table 9.5.1(a) and 9.5.1(b) are typically not reimbursed in accordance with definition of a Reticulation Asset.

9.5.1 Water Supply Reimbursement Rates

Pipe sizes larger than those shown in Table 9.5.1(a) – Water Supply Reimbursement Rates (Potable) & Table 9.5.1(b) – Water Supply Reimbursement Rates (Recycled) below are generally reimbursed based on tender prices in accordance with Sub-section 9.3 - Category 3 – Public Open Tender.

Table 9.5.1(a) Water supply reimbursement rates (Potable)

Pipe Diameter	Rate per metre
<100mm*	\$ 210.00/ m
100mm*	\$ 240.00 / m
150mm *	\$ 270.00 / m
225mm	\$ 370.00 / m
300mm	\$ 740.00 / m

Table 9.5.1(b): Water supply reimbursement rates (Recycled)

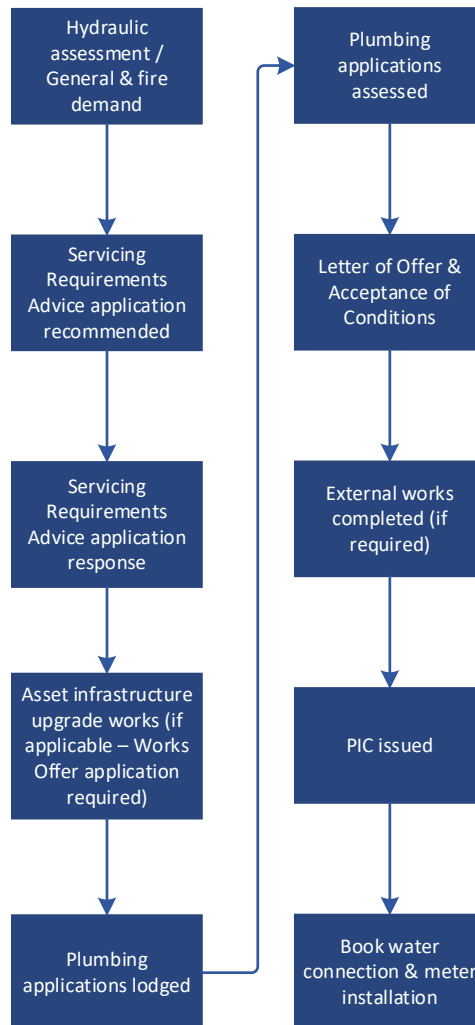
Pipe Diameter	Rate per metre
<100mm*	\$ 200.00/ m
100mm*	\$ 230.00 / m
150mm*	\$ 260.00 / m
225mm	\$ 340.00 / m
300mm	\$ 710.00 / m

9.5.2 Sewer Reimbursement Rates

There are no manual (book) rates for sewer and Categories 2 or 3 apply (refer Sub-section 9.2 – Category 2 Supply of Three Quotes and Sub-section 9.3 – Category 3 Public Open Tender).

10. Property Development Considerations

This section relates to large, complex multi-unit or commercial property developments.



10.1 Servicing Requirements Advice

Refer to Section 3.2 - Servicing Requirements Advice and Section 3.4 - Subdivision Requirements of this manual for further information.

10.2 Pressure and Flow Information

Pressure and flow information is used in the design of fire hydrant and fire sprinkler service installations.

GWW will provide pressure and flow information once a pressure and flow application form together with the applicable fee is lodged.

The pressure and flow application can be accessed via GWW's website at <https://propertyplus.gww.com.au>.

10.3 Plumbing Applications

A plumbing application is required whenever water or sewer plumbing works are being undertaken on internal property services, including the installation of water / recycled water meters.

All water or sewer plumbing works on internal property services must be carried out in accordance with AS3500. A plumbing application form, which is separate to the Development Works Application form, must be lodged with GWW.

The various plumbing applications can be accessed via GWW's website at:
<https://propertyplus.gww.com.au/>

For more information, refer to the *Water Metering and Servicing Guidelines* available via GWW's website.

The plumbing application fees are set out in GWW's Pricing Tables.

10.4 Build Over Easements

GWW assesses applications to build over and adjacent to Assets in accordance with [Customer Guide - Building Near Water Corporation Assets](#) which can be accessed via GWW's website.

In accordance with Section 148 of the Water Act, the approval of GWW is required to build over its Assets.

An application to build near water corporation assets can be made via GWW's website at:
<https://propertyplus.gww.com.au/>.

11. Quality

11.1 Quality policy

As detailed in the Development Deed Standard Conditions, Developers must engage only Accredited Consultants and Accredited Contractors that are accredited to design and/or construct the specific category of Development Works.

11.2 Accredited Consultants and Accredited Contractors

Developers may only engage Accredited Consultants and Accredited Contractors who appear on GWW's Accredited Consultants and Accredited Contractors lists.

The minimum quality systems and requirements for Accredited Consultants and Accredited Contractors are detailed in the application to become an Accredited Consultant / Accredited Contractor for GWW works. This can be found at www.gww.com.au.

The minimum quality requirements for Accredited Consultants, Accredited Contractors and their Key Personnel vary for each Development Works category.

Upon successful application for accreditation, Accredited Consultants and Accredited Contractors are required to execute an Accreditation Deed to undertake works for GWW.

Accredited Consultants and Accredited Contractors are required to comply with the obligations and conditions set out in the Accreditation Deed including keeping ARCUS records and information up to date and valid including the Annual Declaration and Undertaking, insurance certificates and training records.

11.2.1 Development Work categories

Accredited Consultants and Contractors are required to hold the relevant Accreditation Categories (as per the below table) for the work being undertaken in accordance with the Development Deed. Accreditation categories need to be obtained by the Consultant or Contractor prior to submission of design verification or construction verification forms.

An accreditation dispensation (special consideration) for a particular Development Work Category can be requested by the Consultant or Contractor where the company is already accredited, a 'dispensation request form' can be lodged from the GWW website www.gww.com.au.

The dispensation needs to be confirmed in writing by GWW prior to submission of design verification or construction verification forms.

Design	Audit	Construction	Asset category
Sewer			
SD1	SA1	SC1	Reticulation/Branch Sewer ≤DN 280 or ≤5m in depth (note for construction SC1 is for ≤3.5m depth and SC1(a) is for >3.5m depth)
SD2	SA2	SC2	Branch/Main Sewers >DN 280 or Sewer Reticulation >5m in depth (note the latter relates to design SD2 and audit SA2 only)
SD3	SA3	SC3	Pressure Sewer Systems
SD4	SA4	SC4	Sewerage Pumping Stations (Prefabricated) & Rising Mains
SD5	SA5	SC5	Sewerage Pumping Stations (Cast in-situ) & Rising Mains
		SC6	Sewer Rehabilitation
	SA7	SC7	Any Live Sewer Works (including connection of reticulation mains to live networks)
		SC8	Live Sewer Works – Property Service Connections
		SC9	Live Sewer Works – S8 plus Minor Works (MH's & Short Extensions)
		SC10	Live Sewer – Non-Entry
P1			Sewer Catchment and Pipeline Flow Modelling

Design	Audit	Construction	Asset category
Water			
WD1	WA1	WC1	Reticulation Water Mains ≤DN 280
WD2	WA2	WC2	Distribution Water Mains >DN 280
WD3	WA3	WC3	Water Supply Pumping Stations and Pressure Control Systems
WD8		WC8	Storage Structures
AWD1		AWC1	Water Harvesting Structures
AWD2		AWC2	Stormwater Treatment Systems
RWD1		RWC1	Water Supply Renewals ≤DN 280
RWD2		RWC2	Water Supply Renewals >DN 280
P2			Water Supply Distribution System Modelling
Risk	Overlay		
R1			Risk Overlay - Ground Conditions
R2			Risk Overlay - High Density
R3			Risk Overlay - Major Crossing

12. Audits

GWW may audit any activity in connection with the Development Works including design and construction. The Developer and Accredited Consultant or Accredited Contractor as the case may be, are entirely responsible for the quality of the Developer Works and for the health and safety of employees during the Development Works.

GWW Land Development Project Managers and GWW Quality Assurance Officers have an oversight role in relation administering Development Works but are not subject matter experts in all areas (including design safety).

GWW will retain the right to audit quality, environmental and OH&S. Accredited Consultants and Accredited Contractors must accept and facilitate the role of GWW as a quality, environmental and OH&S Auditor. Audits may be conducted in the Accredited Consultant's or Accredited Contractor's office, on the project site, or at GWW's offices.

Continued non-conformances or high severity non-conformances, non compliances, breaches in accordance with Accreditation Deeds or Developer Deed or failures of the Accredited Consultant's or the Accredited Contractor's systems may lead to performance review, re-classification, suspension or termination and deregistration of an Accredited Consultant or Accredited Contractor from the 'Accredited Consultants List' or 'Accredited Contractors List'.

Each project will be subject to a minimum base audit frequency.

Additional auditing is based on GWW's assessment of risk for each activity. This is affected by the:

- quality performance of the Accredited Consultant/Accredited Contractor
- past performance of the Accredited Consultant/Accredited Contractor

- design aspects of the Development Deed
- construction aspects of the Development Deed
- value of Development Works, including future replacement costs
- effect of proposed Development Works on current or future works
- consequences of failure cost and difficulty of conducting repairs

12.1 First Party Audits

First party auditing is more commonly known as internal auditing. It is the monitoring by a company of its own quality system. First party auditing is essential to ensure effective operation of a quality system and is a requirement of ISO 9001 Quality Management System.

12.2 Second Party Audits

Second party audits are conducted by customers on the supplier. These audits enable the customer to verify that the supplier can consistently meet the requirements and may eliminate the need for detailed inspection and/or testing of the product or service.

Audits conducted by GWW are second party audits.

12.3 Third Party Audits

Third party audits are conducted by organisations independent of both supplier and customer and are accredited by JAS – ANZ (joint Accreditation System of Australia and New Zealand).

Third party auditing reduces the need for second party auditing, saving time and money for both the supplier and customer.

12.4 Accredited Consultants and Accredited Contractors

GWW will monitor the quality performance of Accredited Consultants and Accredited Contractors, involved in the design and construction of the Development Works. GWW will conduct a range of second party auditing activities to ensure that the Accredited Consultants and Accredited Contractors consistently meet the specified requirements of the Development Deed. These activities include:

- Quality System Audit
- Design Audit
- Construction Audit
- Survey and As-constructed Audits

- End of Defects Audit

Except for the quality system audit, all audits will be conducted without prior advice to the Accredited Consultant or Accredited Contractor. The Accredited Consultant or Accredited Contractor will be advised that an audit has been conducted only if the audit has revealed non-complying activities requiring corrective action.

GWW Land Development Project Managers and GWW Quality Assurance Officers do not have a role in auditing safety, nor do they have the subject matter expertise to undertake this role.

Where health and safety related breaches are identified by GWW, these will be escalated through either the Accredited Contractor's on-site representative, the Accredited Consultant responsible for the project or WorkSafe Victoria.

12.5 Quality Systems Audit

Where GWW audits an Accredited Consultant's or Accredited Contractor's quality system, emphasis is given to:

- adherence to quality, environment, and safety policy
- system and process review, for example management reviews, contract review, internal audits
- process and document control
- inspection and test activities
- control of non-conformances and observations
- corrective and preventive actions
- quality records
- construction audit schedules

GWW reserves the right to conduct quality system audits on certified quality systems:

- to establish confidence in an Accredited Consultant/Accredited Contractor;
- when major non-conformance has been detected; or
- when a corrective or preventive action is outstanding and unresolved.

Quality system audits are conducted in the Accredited Consultant or Accredited Contractor office.

GWW audits of the Accredited Consultant's or Accredited Contractor's quality systems will be in accordance with the procedure outlined in Australian Standard ISO 10011.1 – 1990 Guidelines for Auditing Quality Systems Part 1: Auditing.

12.6 Design Audits

Design audits evaluate the Accredited Consultant's design, and may include the following checks:

- accuracy
- completeness; and
- conformance to relevant standards and Development Deed requirements

12.7 Construction Audits

GWW will conduct field audits of the construction phase of the Development Works.

GWW's Quality Assurance Officer will arrive on site unannounced and observe the construction process. The duration and scope of a field audit will vary depending on the construction work being conducted at that time.

The Construction Auditor will also be required to conduct appropriate construction audits in accordance with the submitted audit schedule to establish confidence in the Accredited Contractor and the quality of the works being constructed (i.e. confirm that the Development Works are being constructed in accordance with the specified design plans and construction standards).

12.8 Survey and As-Constructed Audits

GWW will conduct audits of the as-constructed Asset information after it has been verified by the Accredited Consultant and submitted to GWW.

There are three types of survey audit:

- information presentation and format audit;
- field audit; and
- construction verification.

12.8.1 Information Presentation and Format Audit

This audit checks that the format and presentation of the as-constructed Asset information is in accordance with GWW requirements. This audit is conducted at GWW offices, and the accuracy of the information is not checked.

12.8.2 Field Audit

The field audit checks the accuracy of the submitted information.

12.8.3 Construction Verification

This audit checks that assets are constructed in accordance with the design within acceptable tolerances.

12.9 End of Defect Audits

GWW will conduct field audits of the Development Works during and at the completion of the Defects Liability Period.

In accordance with Sub-section 12.4 – Accredited Consultants and Accredited Contractors, Accredited Consultants and Accredited Contractors must arrange joint inspections of the Development Works with a GWW Quality Assurance Officer at the end of the Defects Liability Period, prior to submitting the End of Defects Liability Verification Form. This process will minimise disputes surrounding third party damage.

12.10 Audit Register

GWW will maintain the details and results of all audits carried out on both Accredited Consultants and Accredited Contractors on a confidential audit register.

These details will be used to:

- assess the current quality performance of an Accredited Consultant;
- assess the current quality performance of an Accredited Contractor;
- determine whether an Accredited Consultant or Accredited Contractor has difficulty with aspects of the Development Works;
- determine the aspects of the Development Works that should be Audited;
- schedule the time and date of each Audit;
- determine the scope of each Audit;
- record the results of the Audit; and
- determine the scope and extent of any corrective action required.

GWW will use the data obtained from the audit register when preparing performance reports and undertaking performance reviews on Accredited Consultants and Accredited Contractors.

GWW may provide other retail water corporations under the Water Act with performance reports on Accredited Consultants and Accredited Contractors.

13. Non-Compliance

Non-compliance occurs when the Accredited Consultant or Accredited Contractor does not perform a particular task in accordance with the Development Deed, Accreditation Deed, or their quality system.

There are two (2) types of non-compliance:

- observations; and
- non-conformance.

13.1 Observations

Observations may be identified because of any of the audits listed in Section 12 - Audits of this manual. Observations are typically made (rather than non-conformances) where there is some uncertainty as to whether there has been a breach of a requirement.

Observations will be recorded and notified to the relevant Accredited Consultant and/or Accredited Contractor for rectification. Observations should be assessed and responded to by the recipient as soon as practicable and the action formally advised to GWW, e.g. by marked-up copy of the original observation advice.

It is possible that several negative observations which remain unresolved could become a non-conformance.

13.2 Non-Conformance

A non-conformance may be identified in a process, system, product, or service.

A non-conformance involves a clear failure to fulfil specified requirements.

Where, as result of an audit, a non-conformance is identified, GWW records it and issues it to the Accredited Consultant and/or Accredited Contractor for corrective action.

13.2.1 Required Actions

Notifications of non-conformance require the recipient to record, receipt and process it in accordance with their quality system and GWW's requirements, where applicable, including:

- nominated corrective action (to address the consequences of this problem);
- nominated preventative action (to prevent the problem happening again);
- written confirmation (including a copy of the completed non-conformance notice) of the effectiveness of the investigations and rectification; and
- provide GWW with written evidence that steps have been taken to correct and prevent any reoccurrence of the non-conformance.

GWW reserves the right to conduct verification reviews at the works site of the status of the rectification of negative observations or non-conformance.

13.2.2 GWW Response

Depending on the nature of non-conformance, GWW may require additional inspections and/or hold points or conduct an audit of the Accredited Consultant's and/or Accredited Contractor's quality management system where there is evidence that the system may be inadequate.

The scope of these audits normally extends only to those aspects of the agreement where quality cannot be assured. For example, it may only cover the works construction and project management if there is evidence the design process does not function acceptably.

Where there is evidence that non-conformance is widespread and a quality system may be ineffective, the audit may extend to all aspects.

GWW may also withhold issuing an Acceptance of Works Certificate until it is satisfied that the Accredited Consultant's and/or Accredited Contractor's quality system is functioning adequately.

13.2.3 Intensive Audits

Intensive Audits are carried out where GWW believes the quality system of the Accredited Consultant and/or Accredited Contractors has failed.

If GWW determines that an Intensive Audit is required of the design, construction or survey of the Development Works, the Developer must pay an Intensive Audit fee. The Intensive Audit fee is based on an hourly rate and is set out in GWW's Pricing Tables.

Continued failures of the Accredited Consultant and/or Accredited Contractors quality systems will be dealt with in accordance with the conditions of accreditation in GWW's 'Application to become an Accredited Consultant or Accredited Contractor for GWW works.' This can include re-classification, suspension, or deregistration of an Accredited Consultant and/or Accredited Contractor.

This part only applies to applications involving Development Works (as opposed to non-works applications)

14. Forms

14.1 List of Forms

The following list of forms can be downloaded from www.gww.com.au.

- Development Deed Instrument
- Schedule 1 - Development Deed Standard Conditions
- Schedule 2 – Reference schedule
- Schedule 7 – Approved Unconditional Undertaking
- Schedule 8 – Novation Deed
- Intention to proceed to a Development Deed
- Design Verification Form
- Pre-construction Verification Form
- Construction Verification Form
- As-constructed Verification Form
- End of defects liability period Verification Form
- Pump station pre-construction Verification Form
- Verification form attachment sheet
- Water main shutdown request
- Notification of testing
- Application to access/enter confined space

Appendices

Appendix A – References

Legislation

- Subdivision Act 1988
- Subdivision (Procedures) Regulation 2011
- Owners Corporations Act 2006
- Water Act 1989
- Water Industry Act 1994
- Planning and Environment Act 1987
- Environment Protection Act 2017
- Environment Protection Regulations 2021
- Environment Protection and Biodiversity Conservation Act 1999
- Aboriginal Heritage Act 2006
- Occupational Health and Safety Act 2004
- Equipment (Public Safety) Act 1994
- Dangerous Goods Act 1985
- Building Regulations 2018

Environment

References relating to the environment include, but are not limited to:

- Planning and Environment Act 1987
- Environment Protection Act 2017
- Environment Protection Regulations 2021
- Environment Protection Authority (Vic) Environmental Reference Standard
- Catchment and Land Protection Act 1994
- Flora and Fauna Guarantee Act 1988
- Environment Protection and Biodiversity Conservation Act 1999
- AS/NZS ISO 14001:2015 - Environmental management systems

Occupational Health and Safety (OH&S)

References relating to OH&S include, but are not limited to:

- AS/NZS 4801-2001 Occupational health and safety management systems

Acts

- Occupational Health and Safety Act 2004
- Equipment (Public Safety) Act 1994
- Dangerous Goods Act 1985

Regulations

- Occupational Health and Safety Regulations 2017
- Equipment (Public Safety) Regulations 2017
- Dangerous Goods (Storage and Handling) Regulations 2012
- Dangerous Goods (Transport by Road or Rail) Regulations 2018

Quality

References relating to quality include, but are not limited to:

- AS 2124-1992 AMDT 1 General conditions of contract
- AS 4300-1995 AMDT 1 General conditions of contract for design and construct
- ISO 9001:2016 Quality management system - Requirements
- AS/NZS ISO 9000:2016 Quality management systems – Fundamentals and vocabulary
- ISO 19011:2011 Guidelines for auditing management systems
- AS/NZS ISO 9004-2011 Managing for the sustained success of an organisation – A quality management approach

Technical Standards

References relating to the current editions of technical standards include, but are not limited to:

- WSA 03-2011-3.1 Water Supply Code of Australia MELBOURNE RETAIL WATER AGENCIES (MRWA) and standards
- WSA 02-2014-3.1 Gravity Sewerage Code of Australia MELBOURNE RETAIL WATER AGENCIES (MRWA) and standards
- WSA 04-2005 Sewage Pumping Station Code of Australia
- GWW Supplementary Manual to the WSAA Sewage Pumping Station Code of Australia
- GWW Supplement to the WSAA sewerage code
- GWW Supplement to the WSAA water code (pending publication)
- WSA 06-2008 Vacuum Sewerage Code of Australia
- WSA 07-2007 Pressure Sewerage Code of Australia
- MRWA Supplementary Manual to the Pressure Sewerage Code of Australia
- WSA 01-2004 Polyethylene Pipeline Code
- WSA 05-2013 Conduit Inspection Reporting Code of Australia
- WSA 201 Manual for Selection and Application of Protective Coatings
- MRWA Backfill Specification 04-03.2
- MRWA Water Quality Compliance Specification 04-02-2.1
- MRWA Survey Manual
- MRWA Build Over Guidelines
- MRWA Water Metering and Servicing Guidelines

Other References

Other references include, but are not limited to:

- ESC – Greater Western Water final decision – 18 June 2024
- GWW Pricing Tables
- GWW's Confined Space Safe Entry and Associated Works Procedures

- GWW Customer Charter
- Water Industry Regulatory Order 2014
- MRWA Web Portal <http://www.mrwa.com.au>
- AS/NZS 3500.2:2015 Plumbing and drainage – Sanitary plumbing and drainage

Appendix B – Definitions

Acceptance of Works Certificate means a letter issued by GWW once it is satisfied that the Development Works have been satisfactorily completed and has the meaning given in Clause 7.2 of Schedule 1 of the Development Deed. This signifies the beginning of the Defects Liability Period.

Accreditation Deed means the deed between GWW and a Consultant or Contractor that provides accreditation in accordance with GWW's Accreditation Process.

Accreditation Process means the process by which suppliers are invited to register in ARCUS and to complete its application questionnaire for the purpose of obtaining Accredited Status, whether on a probationary or final basis and if successful being included on a list of eligible suppliers approved to undertake one or more categories of Land Development related works or services.

Accredited Consultant means a consultant approved, whether on a probationary or final basis, in accordance with GWW's Accreditation Process.

Accredited Consultants List means the lists of Consultants acknowledged by GWW as having the necessary skills, experience, qualifications, expertise, management systems and capability to perform engineering and/or audit services in the categories of works for which the Accredited Consultant has been approved for listing within GWW's service area.

Accredited Contractor means a contractor approved, whether on a probationary or final basis, in accordance with GWW's Accreditation Process.

Accredited Contractors List means the lists of Contractors acknowledged by GWW as having the necessary skills, experience, qualifications, expertise, management systems and capability to perform construction services in the categories of works for which the Accredited Contractor has been approved for listing within GWW's service area.

Accredited Status means the status of being an Accredited Consultant or an Accredited Contractor in accordance with GWW's Accreditation Process.

Applicant means the person making application to connect to the GWW system pursuant to Section 145 of the *Water Act*.

Approved Products List means the list of products approved by GWW to be used in the Development Works that can be downloaded from the Melbourne Retail Water Agency (MRWA) web portal at www.mrwa.com.au.

Approved Unconditional Undertaking means the form of unconditional undertaking set out in Clause 4.2 of Schedule 1 of the Development Deed which can be used for the Works Warranty Bond and for bonding outstanding Development Works.

ARCUS Supplier Information Management (ARCUS) is a cloud-based system designed to support Accredited Contractor and Consultant processes.

As-constructed Information means the survey information describing the type, size, and location of the newly completed Development Works.

As-constructed Verification Form means the form lodged and signed by the Accredited Consultant verifying the accuracy and correct format of the as-constructed information.

Asset means water or sewer infrastructure owned or to be owned by GWW. Asset may include water main, recycled water main, sewer pipeline or associated structure (e.g. pump station or water tank).

Bring Forward Costs are the costs that are brought forward where infrastructure is being built out-of-sequence and earlier than anticipated by the Network Servicing Plans. These are also known as ‘incremental financing costs’.

Brownfield Areas mean the proposed development of properties in established urban areas for which water demands, sewage flows and other technical details have been determined. These are built up areas where infrastructure for water and sewer is available to service the property or properties.

Business Day means a day other than a Saturday, Sunday or public holiday in Melbourne, Victoria.

Catchment means an area of land serviced by a particular sewerage system.

Certificate of Completion means a letter issued by GWW at the end of the Defects Liability Period when all requirements under Clause 7.4 of Schedule 1 of the Development Deed are met. The issue of the Certificate of Completion signifies the beginning of the two (2) year Works Warranty Period.

Combined Drain means privately owned and maintained sanitary drains servicing two or more properties that are separately titled.

Commencement Date means the date that GWW executes the Development Deed.

Connection Point means the intersection of GWW’s Asset and the private service.

Consent to Statement of Compliance means a notice issued by GWW to the appropriate Responsible Authority that it consents to issuing of a Statement of Compliance under Section 21 of the Subdivision Act with respect to the Development.

Construction Auditor means the Accredited Consultant’s Key Personnel for construction auditing as defined in ARCUS.

Construction Requirements means any construction requirements specified by GWW for the Development Works as described in Schedule 6 of the Development Deed.

Construction Verification Form means the form lodged and signed by the Accredited Consultant and Accredited Contractor verifying that the Development Works have been constructed in accordance with the Development Deed requirements.

CHMP means Cultural Heritage Management Plan.

Customer Charter is a document published on GWW's website.

Defects Liability Period means the period between the date of issuing an Acceptance of Works Certificate and a Certificate of Completion in accordance Clause 8 - of Schedule 1 of the Development Deed.

Deferred Works means permanent or temporary sewerage outfall works external to a development that have been delayed due to extenuating circumstances during their construction that could not have been foreseen by the Developer, such that completion will not occur before SOC for an internal stage(s) is sought.

Deferred Works Security means a bond payable by the Developer as a guarantee to GWW that outstanding works will be completed to GWW's satisfaction. (also known as Early Release Bond).

Design Documents means the drawings, specifications and other information, samples, models, patterns, and the like required by the Development Deed and created (and including, where the context so requires, those to be created by the Accredited Consultant or Accredited Contractor) for the construction of the Development Works.

Design Verification Form means the form lodged and signed by the Accredited Consultant verifying that the design for the Development Works is in accordance with the Development Deed requirements.

Developer means the person or other legal entity that requests a new connection to GWW's infrastructure, including Shared Assets, that is authorised to execute a transfer of the land. The Developer may also be the Owner. This manual refers to Owner/Developer in many instances, as many parts will apply to them equally.

Development Deed means the deed entered by the parties, by execution of the formal instrument, regarding the Development Works.

Development Deed Standard Conditions means the conditions described in schedule 1 of the Development Deed.

Development Works means the works to be designed and constructed under the Development Deed for the supply of water, recycled water (where applicable) and sewerage assets and infrastructure to service each Lot, and includes any works undertaken in response to a notice issued by GWW under Clauses 8 of Schedule 1 of the Development Deed (Defects Liability Period) or Clause 9 of Schedule 1 of the Development Deed (Works Warranty Period).

Development Works Application means the application by the Developer to GWW to undertake the Development Works.

Dual Occupancy means two dwellings on one Lot.

Early Release Bond - refer to Deferred Works Security

Early Release Statement of Compliance (SOC) - refer to Deferred Works

Easement has the meaning described under Section 3 – Summary of Subdivision Process, Sub-section 3.5 - Easements of this manual.

Eduction means the process of pumping out sewage and transferring it to a point of disposal. Eduction requires GWW's prior approval and is only approved in exceptional circumstances.

Eduction Security means a bond payable by the Developer as a guarantee to GWW that the sewer eduction works will be carried out in accordance with the eduction agreement.

Encumbrance means anything within the scope of GWW activities affecting a property that would not be disclosed by a search at the Land Titles Office. GWW provides encumbrance information to prospective purchasers through Information Statements.

End of Defects Liability Verification Form is the form provided by the Consultant to GWW following the end of the Defects Liability Period providing verification from the Consultant and Contractor that the works meet the scope, requirements, and relevant specifications in accordance with their quality system(s).

EPA means the Environment Protection Authority Victoria.

ESC means the Essential Services Commission. The ESC is responsible for the economic regulation of Victoria's energy, water, and transport essential services.

Fronted by (water / recycled water main and /or sewer) means to have a water / recycled water main or sewer abutting the property boundary that provides for a legal connection. Where a proposed Lot is not fronted by a GWW service then additional works may be required to connect.

Gravity Control means a sewer deep enough to enable sewerage to be discharged under gravity flow.

Greenfield Areas means the proposed development of undeveloped land (generally in growth areas) for which only high-level information is available. These are non-built-up areas where infrastructure for water and sewer is typically not available to service the property or properties.

Incremental Financing Costs are the costs that are brought forward where infrastructure is being built out-of-sequence and earlier than anticipated by the Network Servicing Plans. These are also known as 'bring forward costs'.

Intensive Audit means an audit undertaken due to the unsatisfactory performance of an Accredited Consultant or Accredited Contractor. The performance is measured by assessing an Accredited Consultant's or Accredited Contractor's conformance with the quality system and GWW's requirements.

Internal Services means water and recycled water pipes, or sewers owned and operated by landowners or an Owners' Corporation.

Key Personnel means personnel, subcontractors, or agents of an Accredited Consultant and/or Accredited Contractor who have completed the ARCUS questionnaire and declaration and are recognised as key personnel by GWW at its absolute discretion.

Live Asset means any pipe or other infrastructure which, at the relevant time:

(a) is carrying water, recycled water, or sewage: and

(b) is in operation,

and has not been isolated from other Live Assets by means of a plug, break, other blocking device or otherwise in accordance with GWW's confined space procedure.

Lot usually means an area within a development that is separately titled or that is, or can be, individually serviced by water, recycled water or sewer. There are some Lot types which are exempt from servicing (eg: Super Lots as defined under the Subdivision Act 1988).

Main means any pipe vested in, belonging to, or under the control of GWW and used for conveying potable or recycled water also known as the water or recycled water main.

Most Cost-efficient Servicing Solution means the least community cost servicing solution, considering the projected operating requirements of the development and GWW and may include incidental capacity.

MRWA means Melbourne Retail Water Agency.

MRWA Standards means the Melbourne Retail Water Agency specifications, standards, manuals, and guidelines as set out in Appendix A.

MRWA Survey Manual means the Melbourne Retail Water Agency manual that sets out the standards for the format of as-constructed information forwarded to GWW.

Multi-Unit Development means more than two dwellings on one Lot.

Negotiated NCC Charge means a NCC determined in accordance with the NCC Negotiating Framework in Appendix A to GWW's *Guide to New Customer Contributions (NCCs)*.

Network Servicing Plans means the plans which outline the future water, recycled water and sewerage infrastructure and their timing.

New Customer Contributions (NCCs) means an upfront payment levied by GWW under Section 268, 269 or 270 of the Water Act, when a customer builds or develops a property and connects to GWW's water, sewerage, or recycled water network, in accordance with GWW's *Guide to New Customer Contributions (NCCs)* published on the GWW website.

Nominated Representative means the person nominated by the Accredited Consultant or Accredited Contractor to verify and accept responsibility for the quality of the works on behalf of the Accredited Consultant or Accredited Contractor and recognised by GWW as Key Personnel for that portion of the Development Works.

Non-Works means that construction of GWW's reticulated water, recycled water and sewer system is not required to service a Development. For example, sewer branches and water/recycled water tapings are non-works.

Offer means the letter provided by GWW that outlines the financial, design and construction requirements for the Applicant's proposed project after consideration of servicing requests made by an Applicant.

OH&S means occupational health and safety.

Owners' Corporation means the entity that is created as part of a Plan of Subdivision in accordance with the Owners' Corporations Act 2006. The Owners' Corporation is responsible for the maintenance and administration of any common property and / or common services. For example, the Owners' Corporation is responsible for any private water / recycled water or sewers within the Plan of Subdivision.

Owner means the person or other legal entity who is the registered proprietor of the land, or a person who is authorised to execute a transfer of the land. The Owner may also be the Developer. This Manual refers to Owner/Developer in many instances, as many parts will apply to them equally.

Parent Lot means the Lot that existed immediately prior to initial subdivision.

Plan of Subdivision means the plan of subdivision relating to the Development.

Pre-construction Verification Form is the form lodged and signed, as a declaration that the details are true and correct at the time of signing by the Accredited Consultant and Accredited Contractor prior to the construction supplying details involving the construction of the Development Works.

Prescribed Services has the meaning given in the Water Industry Regulatory Order 2003 as appended or replaced from time to time.

Price Determination means the ESC's price determination for GWW applicable at the Commencement Date, as amended from time to time within the period of the determination.

Pricing Tables are documents detailing the fees GWW applies for application, audit, acceptance, connection, and other miscellaneous charges in accordance with Sections 268, 269 and 270 of the Water Act.

Quality Assurance refers to the system under either ISO 9001:2015 or Civil Contractors Federation QMS (Contractors only) that an Accredited Contractor or Consultant follows.

Reserve means land that is set aside for public use. Reserves include public open space, nature reserves, tree reserves, parks, public gardens, recreation reserves, sporting reserves, drainage reserves and sewerage reserves.

Responsible Authority means a responsible authority under the *Planning and Environment Act 1987 (Vic)*.

Reticulation Assets are generally defined as water mains or recycled water mains that are 150mm or less in diameter and gravity sewerage mains that are 225mm or less in diameter, and all associated assets including:

- Water or recycled water pump stations (where the pump discharges into a water or recycled water main of 150mm diameter or less).
- Pressure reducing valves (where connected to water or recycled water mains of 150mm diameter or less).
- Water and recycled water tanks (where the outlet main is 150mm diameter or less).

Sewer pump stations, emergency storages and rising mains (where the gravity sewer inlet to the sewer pump station is less than or equal to 225mm diameter).

Sewer pressure mains where the receiving gravity sewer main is less than or equal to 225mm diameter.

Schedule means a schedule to the Development Deed.

Servicing Requirements Advice is recommended by GWW if a Developer wants to understand if upgrades of or extensions to sewer and water (fire, general and recycled water) services are required for their parcel of land or property and, if so, to determine the associated costs.

Shared Assets (for which general (not fire) demands are fully reimbursed by GWW) means water mains or recycled mains that are greater than 150mm diameter and gravity sewerage mains that are greater than 225mm diameter, and all associated assets including:

- Water or recycled water pump stations (where the pump discharges into a water or recycled water main greater than 150mm diameter).
- Pressure reducing valves (where connected to water or recycled water mains greater than 150mm diameter).
- Water and recycled water tanks (where the outlet main is greater than 150mm diameter).
- Sewer pump stations, emergency storages and rising mains (where the gravity sewer inlet to the sewer pump station is greater than 225mm diameter).
- Sewer pressure mains where the receiving gravity sewer main is greater than 225mm diameter.

Standardised NCC Charge means the standardised charge determined by GWW for an Applicant wishing to connect to the GWW system, as set out in Sub-sections 2.1 and 2.2 of GWW's *Guide to New Customer Contributions (NCCs)*.

Subdivision Act means the *Subdivision Act 1988*.

Super Lot means an area of land that is intended to be subdivided into further lots, also known as a stage lot.

Tapping means the connection of the internal water service to GWW's water and/or recycled water main.

Temporary Assets are works provided in relation to services for a Development, which will not be used in the ultimate servicing solution and are to be fully funded by the Developer.

Town Planning Permit means the permit required under the *Planning and Environment Act 1987* for a use or development of the land.

Upsized means the servicing is more than the Most Cost-Efficient Servicing Solution required by GWW's design criteria to connect the Prescribed Services to the Development.

VCAT means the Victorian Civil and Administration Tribunal.

WACC means weighted average cost of capital.

Water Act means the *Water Act 1989 (Vic)*.

Water Carter - this is defined as a business and/or individual with a valid Australian Business Number (ABN) and a vehicle that is engaged to draw water from the supply system across GWW’s business supply area, e.g. to supply a residential customer, road works, dust suppression, concrete cutting/grinding, developer, borer, sewer/water construction etc

Works Warranty Bond means the Approved Unconditional Undertaking cash deposit or other form approved by GWW lodged by the Developer in accordance with Clause 4.2 of Schedule 1 of the Development Deed.

Works Warranty Period means the two-year period from the date a Certificate of Completion is issued in accordance with Clause 9 of Schedule 1 of the Development Deed.

Appendix C - MRWA Engineering Fee Contribution

Engineering Fee Contribution (excluding Specialist Services)

An engineering fee contribution can be applied to the construction reimbursement amount to contribute towards costs associated with engineering services associated with the works (including but not limited to project management, design, tendering, auditing, surveying, geotechnical investigations (as required by the WSAA/MRWA Codes, Standards and Specifications) and commissioning).

The engineering fee contribution is defined as either (all costs are excl. GST):

Works Value	Engineering Fee Contribution	Effective Range (%)
< \$100,000	12%	12%
\$100,000 to \$200,000	\$12,000 plus 8% for any \$ over \$100,000	From 12 to minimum 10%
\$200,000 to \$1,000,000	\$20,000 plus 7.5% for any \$ over \$200,000	From 10 to minimum 8%
> \$1,000,000	\$80,000 plus 6% for any \$ over \$1,000,000	From 8 to minimum 6%

The engineering fee contribution is not intended to achieve full cost recovery for consultancy service costs incurred by the developer in all situations, nor is it intended to provide a project specific reflection of costs likely to be incurred.

Specialist Services

Project specific reimbursement for specialist consultancy services where encountered can be considered where these services are required solely for the benefit of the reimbursable asset.

Specialist services can only be considered for assets deemed reimbursable by the authority – such reimbursements are not eligible for gifted assets.

The engineering fee contribution does not apply to specialist services.

Specialist services include:

- Cultural heritage (development of Cultural Heritage Management Plans (CHMP) or Heritage Impact Assessments, facilitation of contractor CHMP inductions)
- Ecological assessment reports (i.e. flora and fauna reports)
- Application and Establishment fees for licences (VicTrack/APA/PTV) excluding legal costs
- Geotechnical investigations requested by the water authority (where this is not otherwise required in the WSAA/MRWA Codes, Standards and Specifications)
- Structural engineering design in unique circumstances only (e.g. pipe bridge)
- Other services specifically directed to be obtained by the water authority (where not otherwise required in the WSAA/MRWA Codes, Standards and Specifications)

Actions required based on CHMPs for reimbursable works, such as costs borne by contractors attending mandatory CHMP induction training or by engaging suitable contractors to undertake salvaging activities as required under an approved CHMP, are deemed reimbursable, albeit not via this arrangement. Such costs are to be included within the tender schedule for construction and are to be priced by the construction contractor, for consideration by the authority in the construction works reimbursement assessment.

For works external to an estate, the following additional project specific specialist services where encountered can be considered on a case-by-case basis, excluding any other payment of compensation. Additional specialist services include:

- Non-standard or unique planning controls - if incurred solely due to sequential construction
- Melbourne Strategic Assessment (MSA) levy fees
- Easement / construction licence preparation and lodgement costs incurred by conveyancers (only). All costs (legal or otherwise) for obtaining access (including any associated compensation costs) are not reimbursable.
- Non-standard or unique survey costs

If specialist consultant services are required to be undertaken and/or completed before construction procurement, an itemised quotation(s) for these services must be submitted to the water authority for approval, and approval given, before proceeding with these services.

One quote is required for specialist services under \$45,000 (excl. GST). Specialist services of over or equal to \$45,000 (excl. GST) require a minimum of three quotations to be submitted, with reimbursement to be made based on the lowest quotation (or otherwise as mutually agreed).

Version Control Table

Version Number	Author Title	Purpose/Change	Date
V1.0	GWW	Combined GWW Land Development Manual	30/06/2021
V2.0	GWW	Update financial year	01/07/2022
V3.0	GWW	2 party deed implementation and various updates	18/07/2022
V4.0	GWW	Section 10 updated	15/08/2022
V5.0	GWW	Section 3 updated	12/09/2022
V6.0	GWW	Update for financial year	01/07/2023
V7.0	GWW	Update: <ul style="list-style-type: none"> • improved definitions • expanded accreditation process • plumbing overview summary • clarified education approval process 	01/07/2024