Commission of Inquiry into the CFMEU and Misconduct in the Construction Industry

WITNESS STATEMENT OF CHRISTOPHER JOSEPH DEMARTINI

I, Christopher Joseph Demartini, Executive Project Manager for SMEC Australia Pty Ltd (**SMEC**) of c/- Level 6, 480 St Pauls Terrace, Fortitude Valley in the State of Queensland, say on oath:

Introduction

1. I make this Statement in response to a notice issued by Stuart John Wood AM KC, the Commissioner appointed pursuant to the *Commissions of Inquiry Order (No. 2) 2025*.

2. Attached to this Statement is a bundle of documents (**Bundle**). I refer to relevant documents by reference to the page number of that Bundle.

Background

3. I hold a Bachelor of Civil Engineering and a Master of Engineering, Bridge Rehabilitation and Concrete Durability.

4. I have over 39 years' experience in the design, construction, maintenance and rehabilitation of transport infrastructure works. A copy of my CV appears at **Annexure CD-01, page 2 to 5** of the Bundle.

5. Relevantly, with SMEC, I am currently the Contractor Administrator's representative on the Centenary Bridge Upgrade Project (**Project**), being delivered by the unincorporated joint venture between BMD Constructions Pty Ltd and Georgiou Group Pty Ltd (**GBJV**). Mr Peter Konecny was and is the Contract Administrator in relation to the Project.

6. Separately, for SMEC, I am also a current member of the Cross River Rail (**CRR**) Project Independent Certifier (**PIC**) Steering Committee, with Mr James Stagg – CRR PIC Delegate - Rail Integration Systems.

Contract Administration by SMEC of the Centenary Bridge Upgrade Project

7. SMEC was engaged to provide contract administration services on the Project by the Department of Transport and Main Roads, Queensland (**DTMR**) on 18 January 2022 pursuant to the terms of a contract in writing (**CA Contract**).

8. Together with Mr Konecny, I am responsible for the contract administration and verification of construction activities, contractor claims, variations and extensions of time, along with management of construction surveillance and engineering personnel.

SMEC's services as Contract Administrator for the Project

9. The CA Contract is comprised of the following documents:

   (a) CN-17284: Amended Contract Administration Technical Brief (v3.5.6) dated 15 November 2021 refer "Form A4 – Technical Brief for Contract Administration Services for CN-17284" (**Technical Brief**), which appears at **Annexure CD-02, pages 6 to 47** of the Bundle;

   (b) Standing Offer Arrangement Conditions V004 dated 1 July 2012 (**Version 004**) (see below), which appears at **Annexure CD-03, pages 48 to 79** of the Bundle;

   (c) Letter of Acceptance from DTMR to SMEC dated 18 January 2022 (**Letter of Acceptance**), which appears at **Annexure CD-04, page 80** of the Bundle;

   (d) SMEC's Offeror's Response dated 18 November 2021, which appears at **Annexure CD-05, pages 81 to 167** of the Bundle; and

   (e) Purchase Order 2030563793 dated 17 January 2022 issued by DTMR, which appears at **Annexure CD-06, pages 168 to 169** of the Bundle.

10. The Letter of Acceptance specifies at subparagraph (b) therein that the document "Terms and Conditions of MIP118/11, Contract Administration Services Standing Offer Arrangement for the provision of goods/ services version 003 dated 1 July 2011" (**Version 003**) constitutes part of the CA Contract. That is an error and the Letter of Acceptance ought to specify Version 004 (above) as Version 004 had superseded Version 3 by 18 January 2022 when the CA Contract was entered into. For completeness, Version 003 appears at **Annexure CD-07, pages 170 to 201** of the Bundle.

11. To give effect to Version 004, DTMR and SMEC entered into a Deed of Agreement dated 10 December 2012, which appears at **Annexure CD-08, pages 202 to 242** of the Bundle. The first two pages are cover pages and the deed starts on page 206 of the Bundle. I note that clause 1.1 of the deed defines "Standing Offer Arrangement Conditions" to be Version 4.

Roles and functions provided by SMEC in relation to the Project

12. In broad terms, SMEC's role is to act as Administrator and agent of DTMR so as to achieve effective and proper administration of Construction Contract (as defined in the below paragraph 15) regarding the Project.

13. SMEC's role and responsibilities are set out in section 5.4 of the Technical Brief, which appears at **Annexure CD-02**, **pages 24 to 34** of the Bundle.

14. The following persons at SMEC have been directly involved in providing services in relation to the Project:

    (a) Mr Konecny, Contract Administrator responsible for managing and administering the Construction Contract;

    (b) myself as the Contract Administrator Representative who is delegated on-site authority of the Contract Administrator and responsible for day-to-day contract administration and site-level decision-making;

    (c) David Oei, Site Engineer - Civil/Structures who performs the role of Site Engineer - Civil/Structures;

    (d) Russel Smith, Inspector - Civil/Structures who is responsible for the inspection, general observation and regular checking of the site construction works;

    (e) John Aungier, Backup Inspector – Civil/Structures who performs the role of Inspector – Civil/Structures when Mr Smith was unavailable;

    (f) Tom Porter, Inspector – Marine/Precast who is responsible for the inspection, general observation and regular checking of the site construction works;

    (g) Graham Cash, Backup Inspector – Marine/Precast who performs the role of Inspector – Marine/Precast when Mr Porter was unavailable;

    (h) Kyle McClintock, Environmental Auditor who performs audit and inspection functions for environmental management on the Project; and

    (i) Terry McComiskie, Accredited WHS Auditor (Construction) who performs audit and inspection functions for safety management on the Project.

Administration of Claims by SMEC

15. SMEC's role as Contract Administrator involves, relevantly administering:

    (a) **Payment Claims** (section 5.4.5 of the Technical Brief);

    (b) requests for **Extension of Time for Practical Completion** (section 5.4.8 of the Technical Brief); and

    (c) requests for **Variations** (section 5.4.9 of the Technical Brief),

    in accordance with the written construction contract between GBJV and DTMR dated 23 February 2023 (**Construction Contract**), which is partly comprised of the General Conditions of Contract – C7830.TIC (**GCoC**).

Payment Claims

16. The procedure for making a Payment Claim, assessing that Claim and finalising that Claim is set out in clause 42 of the GCoC.

17. By way of summary, the procedure in relation to a Payment Claim commences with the Contractor (i.e. GBJV) delivering to the Administrator (i.e. SMEC) a payment Claim at certain agreed intervals. The Claim is required to be accompanied by a suite of documents (clause 42.1.1 b) of the GCoC) and to specify certain information including the value of work carried out by the Contractor in the performance of the Construction Contract (clause 42.1.1 c) of the GCoC).

18. Within 10 business days after the receipt of the Payment Claim, the Administrator is to issue to the Principal (i.e. DTMR) and the Contractor a payment certificate setting out certain matters including relevantly, the amount of the payment which, in the opinion of the Administrator, is to be paid by the Principal to the Contractor (clause 42.1.2 a) of the GCoC).

19. Within two business days of the issue of the payment certificate by the Administrator, the Contractor is required to issue to the Principal a tax invoice (clause 42.1.2 e) of the GCoC).

20. Within 20 business days after the Administrator receives the Payment Claim, the Principal shall pay the Contractor an amount not less than the amount shown in the payment certificate (clause 42.1.3 a) of the GCoC).

Extension of Time for Practical Completion

21. The procedure for making a request for an Extension of Time for Practical Completion (by the Contractor), assessing that Claim and finalising that Claim is set out in clause 35.5 of the GCoC.

22. By way of summary, the procedure in relation to a request for an Extension of Time for Practical Completion commences with the Contractor giving a written "Contractor's Notice of Possible Delay Under Clause 35.5" to the Administrator with details of the possible delay and the cause (clause 35.5 a) of the GCoC) and the number of days' extension claimed (clause 35.5 g) of the GCoC).

23. If the cause of the delay is one or more of those set out in clause 35.5 of the GCoC, for example, industrial matters, inclement weather or delays caused by the Principal, Administrator, or the Principal's employees, consultants, contractors or agents, subject to certain matters, the Contractor is entitled to an extension of time for Practical Completion (clause 35.5 c) of the GCoC).

24. If the Contractor is entitled to an extension of time for Practical Completion, the Administrator shall, within 20 business days after receipt of the notice of the number of days extension claim, grant a reasonable extension of time.

Variations

25. The procedure for the Contractor to request a Variation for the convenience of the Contractor is set out in clause 40.4 of the GCoC.

26. By way of summary, the procedure for the Contractor to request a Variation, assessing that Claim and finalising that Claim commences with the Contractor requesting that the Administrator approve a variation (clause 40.4 a of the GCoC).

27. The Administrator may, in its absolute discretion, do so in writing, including conditionally (clause 40.4 a) and may direct an extension of time for practical completion or extra payment in respect of the variation (clause 40.4 b) of the GCoC).

Claims made by the GBJV on the Project

28. GBJV has made four claims (**Relevant Claim**) connected to CFMEU activity or disruption on the Project, being acts of violence, intimidation or other threatening behaviour, and any other unlawful behaviour, including unlawful entry, trespass, or

offences against property on any Project worksite or any conduct by the Union that was alleged by GBJV to have necessitated the need to make a payment, time or variation claim (**Relevant Activity**). These four Relevant Claims are set out below.

Extension of Time 16

29. The basis for this Relevant Claim dated 17 May 2024 was the delay, disruption and interference with the Work under the Construction Contract by various representatives and associates of the CFMEU.

30. GBJV sought an extension to the date for Practical Completion of 19 Working Days and a further extension to be qualified in due course. The further delay was qualified by GBJV on 17 July seeking a total delay of 70 days.

31. Extension of Time 16 dated 17 May 2024, and the update dated 17 July 2024 appear at **Annexure CD-09 and CD-10, pages 243 to 256 and 257 to 268** of the Bundle.

Variation 053

32. The basis for this Relevant Claim dated 31 May 2024 (updated on 17 July 2024) was GBJV's requirement to comply with the "Managing risks of psychological hazards at work Code of Practice 2022" (being a change in a Legislative Requirement) and the psychosocial hazards that arose in respect of the Project, the Site and the Contractor's Personnel due to, inter alia:

    (a) trespassers on the Site;

    (b) the theft of and interference with the Contractor's property at the Site;

    (c) hostile, unlawful and disruptive actions of the CFMEU across the civil construction industry in Queensland and at the Site; and

    (d) the Project's location and prominent public media profile.

33. GBJV sought payment of the costs it incurred in implementing controls as required by the Code of Practice, including additional security guards, fencing and cameras at the Site; and industrial relations consultants attending the Site. Further, GBJV gave notice that the requirements of the Code of Practice may delay the work under the CA Contract.

34. Variation 053 dated 31 May 2024 appears at **Annexure CD-11, pages 269 to 276** of the Bundle.

Variation 054

35. The basis for this Relevant Claim dated 6 June 2024 was the CFMEU illegally disrupting the Site and Work under the Construction Contract by, inter alia:

    (a) interrupting meetings;

    (b) confronting the Contractor's personnel and AWU representatives;

    (c) blocking deliveries to the site and the use of cranes and concrete pumps;

    (d) disrupting Piling and Concrete Works

    (e) breaching and damaging fencing; and

    (f) requiring a contractor to call the QPS to keep the peace.

36. GBJV sought an extension to the date for Practical Completion of 5 Working Days (further to the 19 Working days originally sought pursuant to Extension of Time 16) and a further extension to be qualified in due course. GBJV also sought payment of the costs it incurred as a consequence of the CFMEU's disruption.

37. Variation 054 dated 6 June 2024 appears at **Annexure CD-12, pages 277 to 293** of the Bundle.

Variation 111

38. The basis for this (consolidated) Relevant Claim dated 9 May 2025 includes (items 5 and 6) the delay, disruption and interference with the Work under the Construction Contract by various representatives and associates of the CFMEU.

39. GBJV sought an extension to the date for Practical Completion of 18 Working Days in relation to item 5 and 19 Working Days in relation to item 6. GBJV also sought payment of the costs it incurred as a consequence of the delay.

40. Variation 111 dated 9 May 2025 claim appears at **Annexure CD-13, pages 294 to 325** of the Bundle.

41. A subsequent response from GBJV to SMEC about Variation 054 and Variation 111 dated 7 January 2026 appears at **Annexure CD-14, pages 326 to 335** of the Bundle.

Outcome of each claim made by the GBJV on the Project

Extension of Time 16

42. The outcome of Extension of Time 16 was the approval of an extension of the Practical Completion by 37 Working Days and the approval of a daily delay rate of $92,189 per day. The reason for the decision was that the cause of the delay was one or more of those set out in clause 35.5 of the GCoC and SMEC was satisfied that given the cause of the delay, GBJV was entitled to be paid the additional costs it incurred as a result of the delay.

43. As to Extension of Time 16, copies of the documents that substantively record the reasons for the determination of that Relevant Claim and the communication of that determination to GBJV dated 15 August 2024 appears at **Annexure CD-15, pages 336 to 337** of the Bundle.

Variation 053

44. The outcome of Variation 053 was the approval of the payment of $3,133,367 for costs to the end of December 2024 and a further $1,270,350 to the end of May 2026 incurred by GBJV. The reason for the decision was that SMEC was satisfied that in the circumstances, GBJV was entitled to be paid for the additional costs it incurred as a result of change in a Legislative Requirement.

45. As to Variation 053, a copy of the document that records the reasons for the determination of that Relevant Claim and the communication of that determination to GBJV dated 12 March 2025 appears at **Annexure CD-16, page 338** of the Bundle.

Variation 054

46. The outcome of Variation 054 was approval of a payment of $3,410,933 in relation to Extension of Time 16, $338,076 in relation to direct disruption costs and $100,000 as a part payment for additional storage costs. The reason for the decision was that the cause of the delay and disruption was one or more of those set out in clause 35.5, clause 12.3 and clause 40.5 of the GCoC and SMEC was satisfied that GBJV was entitled to be paid the additional costs it incurred as a result of the delay and disruption.

47. As to Variation 054, a copy of the document that records the reasons for the determination of that Relevant Claim and the communication of that determination to GBJV dated 9 January 2026 appears at **Annexure CD-17, page 339** of the Bundle.

Variation 111

48. The outcome of Variation 111 was that SMEC offered, and paid on account, the amounts of $1,297,305 for additional barge costs, $796,000 for additional storage costs and $1,380,000 in delay costs relating to 15 days delay (EOT 33) to settle this Consolidated Delay Claim. The reason for the decision was that the cause of the delay, disruption and additional incurred costs was one or more of those set out in clause 35.5, clause 12.3 and clause 40.5 of the GCoC and SMEC was satisfied GBJV was entitled to be paid the additional costs it incurred.

49. As to Variation 111, a copy of the documents that record the reasons for the determination of that Relevant Claim and the communication of that determination to GBJV dated 2 July 2025 appears at **Annexure CD-18, page 340** of the Bundle.

Claim by the GBJV on the Project as a result of BPIC

50. As part of the tender process, the Principal requested that tenderers provide a proposed list of work operations and corresponding provisional sums, quantities and rates in order to apply Best Practice Principals (BPP) and meet Best Practice Industry Conditions (BPIC) requirements. The format of this submission was at the tenderer's discretion.

51. In response to that request, GBJV prepared and submitted to the Principal a document referred to as “Envelope #3” wherein GBJV set out the additional costs it contended it would incur complying with BPIC in carrying out the Work under the Construction Contract (**Original Envelope #3**), a copy of which appears at **Annexure CD-19, pages 341 to 342** of the Bundle.

52. The basis for those additional costs and the amounts GBJV contended it would incur in relation to same are set out in the columns titled “Stretch target BPIC outcome” and “Rationale” and “Method of measurement” in the Original Envelope #3.

Revision of Envelope #3

53. The BPIC items under Table 1 and Table 2 of Original Envelope 3 have been claimed as monthly quantities by GBJV.

54. The Original Envelope #3 has continued to be revised throughout the course of the Project as further costs of complying with BPIC have been incurred and identified by GBJV that were not envisioned at time of tender, as well as to include agreed

additional activities that align with BPP. Some minor changes were also made to assist in administering the Envelope 3 payments.

55. Examples of such revisions are:

(a) BPIC subcontractor uplift costs for specialist subcontractors;

(b) the effect on delay payments when subcontractors work RDO's;

(c) the effect of Extreme Hot Weather Events (see below);

(d) the inclusion of a wellness program; and

(e) changes to BPIC monitoring and compliance costs.

56. The most recent version of Envelope #3 is Revision 8 which was provided by GBJV to SMEC in or about May 2025 (**Envelope #3 Rev. 8**), a copy of which appears at **Annexure CD-20, pages 343 to 345** of the Bundle.

57. Envelope #3 Rev. 8 represents the additional costs GBJV claims to have incurred and that it will incur as a result of complying with BPIC as at 31 May 2026.

BPIC Extreme Hot Weather Events Extension of Time Claim and Dispute

58. The hot weather guidelines contained in the Safe Work Standard part of the Best Practice Industry Conditions for Transport Civil Construction Projects 2020, define what constitutes an Extreme Hot Weather Event. A copy of this document appears at **Annexure CD-21, pages 346 to 686** (with relevant section at page **376**) of the Bundle.

59. On 2 February 2024, GBJV sought an extension of time claim inclusive of costs for delays due to a BPIC Extreme Hot Weather Event that occurred on 19 and 22 January 2024. GBJV sought an extension to the date for Practical Completion totalling one day comprised of 0.5 days extension for the delay on 19 January 2024 and 0.5 days extension for the delay on 22 January 2024. A copy of this correspondence dated 2 February 2024 appears at **Annexure CD-22, pages 687 to 688** of the Bundle.

60. GBJV also sought payment of the costs it incurred as a consequence of the delay. The basis for the delay claim was that GBJV would incur delay as a result of complying with obligations outlined by DTMR in the Best Practice Industry Conditions for Transport Civil Construction Projects Dec 2020. Refer to **Annexure CD-22, pages 687 to 688** of the Bundle.

61. On 8 February 2024, SMEC communicated to GBJV its acceptance of the extension of time component of the claim but rejected the delay costs. A copy of this correspondence dated 8 February 2026 appears at **Annexure CD-23, page 689** of the Bundle.

62. On 23 February 2024, GBJV submitted a prescribed notice further outlining their case for delay costs due to a principal caused delay. A copy of this correspondence dated 23 February 2024 appears at **Annexure CD-24, pages 690 to 693** of the Bundle.

63. On 29 February 2024, SMEC responded to the prescribed notice rejecting delay costs and outlining its reasons, including that the BPIC for Transport Civil Construction Projects Dec 2020 was a guidance document and not mandatory. A copy of this correspondence dated 29 February 2024 appears at **Annexure CD-25, pages 694 to 695** of the Bundle.

64. On 26 April 2024, GBJV communicated to SMEC that it disagreed with this assessment and raised a formal dispute in accordance with the GCoC (**Formal Dispute**). A copy of this correspondence dated 26 April 2024 appears at **Annexure CD-26, pages 696 to 703** of the Bundle.

65. On 7 May 2024, representatives of GBJV and SMEC held a meeting as required under the GCoC in an attempt to resolve the Formal Dispute (**Meeting**). Peter Konecny and I, for SMEC, and Gareth Davie and Rex Clarke, for GBJV, attended the Meeting. There may have been one or two other persons present at the Meeting, but I cannot now recall who they were. The Meeting was required to take place within five days of the Formal Dispute being raised however, I recall that it was rescheduled due to the parties having pre-existing commitments. While I cannot recall the precise words spoken at the Meeting, I recall that GBJV suggested adding an extra item to Envelope #3 and a commensurate reduction to another item in Envelope #3 to achieve a neutral cost result. I recall that SMEC's position was that it agreed in principle to that proposal subject to GBJV providing SMEC with sufficient detail to enable SMEC to properly evaluate its feasibility and present it to DTMR as an appropriate solution to resolve the Formal Dispute. A copy of a file note of the Meeting appears at **Annexure CD-33, page 758** of the Bundle.

66. On 24 May 2024, GBJV sought to resolve the Formal Dispute by proposing that Envelope #3 should include both extension of time and delay costs due to Extreme

Hot Weather Events (**HWE Proposal**). A copy of this correspondence dated 24 May 2024 appears at **Annexure CD-27, pages 704 to 713** of the Bundle.

67. On 18 June 2024, SMEC responded to GBJV communicating acceptance of the HWE Proposal in principle with some amendments. A copy of this correspondence dated 18 June 2024 appears at **Annexure CD-28, pages 714 to 723** of the Bundle.

68. On 27 June 2024, the HWE Proposal was discussed with DTMR at a Contract Leadership Team meeting. A copy of the meeting minutes of the Contract Leadership Team dated 27 June 2024 appears at **Annexure CD-29, pages 724 to 726** of the Bundle.

69. On 18 July 2024, DTMR responded to SMEC communicating its acceptance of the HWE Proposal in principal albeit with some amendments. A copy of this correspondence dated 18 July 2024 appears at **Annexure CD-30, page 727 to 735** of the Bundle.

70. On 29 July 2024, SMEC proposed a final version of the HWE Proposal to GBJV which included amendments requested by DTMR. A copy of this correspondence dated 29 July 2024 appears at **Annexure CD-31, pages 736 to 747** of the Bundle.

71. On 31 July 2024, GBJV accepted SMEC's proposed version of the HWE Proposal. A copy of this correspondence dated 31 July 2024 appears at **Annexure CD-32, page 748 to 756** of the Bundle.

72. To the extent it is not revealed in the above exchange of correspondence, the Contract Leadership Team for the Project preferred to resolve the Formal Dispute between the parties by way of compromise rather than referring it to a third party for determination.

73. The Centenary Bridge Upgrade Project Director for DTMR and I, for SMEC, ultimately concluded that the HWE Proposal was a suitable way to resolve the Formal Dispute as it addressed the current issue and could be implemented to manage future Extreme Hot Weather Events. Further, we were satisfied that the HWE Proposal was reasonable as it aligned with BPP (including the BPIC for Transport Civil Construction Projects Dec 2020 document) and was consistent with the way in which Envelope #3 had been used to deal with other BPIC related extensions of time and delay costs.

Outcome of the BPIC Claim by the GBJV

74. The reasons for allowing the additional Original Envelope #3 amounts is that DTMR was satisfied during the tender evaluation period (before SMEC was formally engaged as Contract Administrator) that GBJV would incur additional costs by complying with BPIC in carrying out the Work under the Construction Contract.

75. I last assessed GBJV's claim for additional payment for complying with BPIC as at 31 May 2026. My assessment is set out in the spreadsheet that appears at **Annexure CD-33, page 757** of the Bundle (**31 May Assessment**).

76. By way of explanation, the amount claimed by GBJV as at 31 May 2026 appears in blue in the 31 May Assessment and my assessment (for SMEC) of that claim appears in red on the 31 May Assessment.

77. As to the 31 May Assessment:

    (a) the two cells in grey above the heading "Amount" ($19,580,000 and $1,462,400) in the fifth column are the total amounts as at 31 May 2026 it is anticipated GBJV will incur in relation to complying with BPIC in relation to the Project; and

    (b) the two cells in green ($11,611,650 and $1,616,440) on the far right of the table are the total amounts as at 31 May 2026 claimed by GBJV in relation to complying with BPIC and assessed and approved by me, for SMEC, for payment by the Principal. In approving those amounts I, for SMEC, was satisfied that they represented the costs in that regard incurred in relation to the part of the Works completed as at 31 May 2026.

78. The colour coding referred to in the above paragraph 76 is the method by which the BPIC Claim and its determination by SMEC was communicated to GBJV.

Impact of Relevant Activity on the Project

79. The Relevant Activity substantially afflicted the Project.

80. I say that because based on my involvement over my career in a large number of comparable public infrastructure projects undertaken pursuant to a construct only schedule of rates contract (as the Project was and is) I would expect total variations to the Contract Price to be say, 10%-15% of the Contract Price.

81. Further, total variations to the Contract Price of say, 10%-15% of the Contract Price for such projects is also an industry "rule of thumb".

82. The Contract Price (excluding variations) for the Project is approximately $200,000,000 ~~$250,000,000~~. To date total variations on this project amount to approximately $43,000,000. Of those variations, approximately $12,000,000 relates to a Relevant Claim.

83. Delay claims, excluding inclement weather, would normally be minimal. To date, delays caused by the Relevant Activity comprise 52 days. The Project is ongoing and has not reached Practical Completion.

I swear the contents of this statement are true.

Signature of Deponent C. Demartini Digitally signed by Chris Demartini Date: 17 07 2026

Brisbane

Place Date 17/07/2026

Before me (signature of witness) Digitally signed by Dylan Matthews DN: cn=Dylan Matthews , c=AU, o=SMEC, ou=Legal , email=dylan.matthews@surbanajurong.com Date: 2026.07.17 09:59:42 +10'00'

Dylan Matthews

Full name of witness (please print)

☐ Justice of the Peace (JP #)

☐ Notary public

☒ Lawyer

☐ Other authorised person (specify)

Commission of Inquiry into the CFMEU and Misconduct in the Construction Industry

Bundle of Documents to the

Statement of Christopher Demartini



Years of Industry Experience

- 39+ years

Qualifications and Memberships

- Bachelor of Engineering (Civil)
- Master of Engineering
- FIEAust
- NER
- RPEQ

Key Skills and Competencies

- Design and Construction Verification
- Contract Administration
- Bridge Design, Construction and Rehabilitation
- Project Management
- Co-ordination of multi-disciplinary teams

Professional History

- 2016 – Present | SMEC
  Executive Project Manager
- 2011 – 2015 | Aecom
  Construction Manager
- 2006 – 2010 | Qld Motorways
  Senior Structures Engineer
- 1987 – 2005 | BCC
  Principal Structural Engineer

Referees

Phillip Stedman
Project Manager KSD Upgrade
Brisbane City Council
M [redacted]
E [redacted]

Bob Drew
IV Representative Legacy Way
Aecom
M [redacted]
E [redacted]

Fran Knight
Project Director Centenary Bridge
Qld Transport and Main Roads
M [redacted]
E [redacted]

Chris Demartini

Executive Project Manager - Construction Services

Professional Overview

Chris is a qualified Civil/Structural Engineer with more than 39 years' experience in the design, construction and rehabilitation of transport infrastructure works including bridges, tunnels, roads, highways, marine works and drainage infrastructure. Chris is currently the Contract Administrator's Representative on the Centenary Bridge Upgrade Project. This role primarily focuses on the contract administration and verification of construction activities, contractor claims, project documentation and quality systems.

Chris was the Design and Construction Review Manager for the Project Verifier on the Brisbane Metro Project. This involved the review, verification and certification of design, construction and quality, and the management of construction site surveillance and design review and for all project works. Prior to this he was the Independent Verifier's Representative on the Kingsford Smith Drive Upgrade project. This role primarily focused on the verification and certification of design delivery and construction activities. Chris has also held senior roles as the Construction Surveillance Manger on the Legacy Way Tunnel and Senior Structures Engineer for the Gateway Upgrade Project.

Chris has held many supervisory roles throughout his career and has successfully led both large and small teams. Through this experience Chris has developed strong budgeting and financial skills, sound contract administration and project verification abilities and been responsible for the management of WH&S and quality systems.

Relevant Project Experience

Contract Administrator's Representative | Centenary Bridge Upgrade Project

Client: Qld Transport and Main Roads | Date: Jan 2023 – Present

Contract Administration for the construction of a new northbound bridge over the Brisbane River and the demolition and reconstruction of the superstructure to the existing Centenary Bridge.

Chris is responsible for the contract administration and verification of all construction activities, contractor claims, variations and extensions of time, along with management of construction surveillance and engineering personnel. His role also involves coordination with the TMR project team and the project designer.

Other responsibilities include monitoring and review of the Contractor's management of WH&S, quality, traffic, communications and the environment. Chris also has a key role in providing advice on design, construction and specifications relating to the project works.

Design & Construction Review Manager | Brisbane Metro Project, Project Verifier, QLD

Client: Brisbane City Council | Date: Jan 2021 – July 2023

Project verification of the infrastructure works required for the provision of the high-frequency, high-capacity public transport system extending 21km from Eight Mile Plains to RBWH, including new busway stations, new Adelaide St tunnel, modifications and strengthening of Victoria Bridge, end of trip and charging facilities, intersection upgrades and new Metro bus depot.

Chris is responsible for review of design and construction activities, project documentation and quality systems, including management of construction

and design review personnel involved in technical assessments and construction surveillance. This includes reviewing detailed designs for elements of the works, review of construction documentation submitted by the Contractor and ongoing review of construction activities. Other responsibilities include monitoring and reviewing the Contractor's management of WH&S, quality, traffic and the environment, review of responses to Requests for Information and undertaking audits of management systems. Chris also has a key role in providing advice on design, construction and specifications relating to the project works.

Constructability Review Lead | Breakfast Creek Green Bridge Design

Client: Brisbane City Council | Date: Feb 2020 – July 2024

Design, ECI involvement and CPS for the design and construction of Breakfast Creek Green Bridge Project. Responsibilities include preparation of constructability report for the bridge and approach works, detailed piling construability review, investigation into dredging extents and feasibility, review of contract documentation and schedule of rates, involvement in ECI workshops, advise on construction, contract and quality issues and construction phase services involvement.

Independent Verifiers Representative/Design & Construction Review Manager | Kingsford Smith Drive Upgrade Project, Independent Verifier, QLD

Client: Brisbane City Council | Date: Jan 2016 – July 2023

Independent verification of 5km of arterial road widening, 1.2km elevated structure and retaining wall along the Brisbane River, major intersection upgrades, new cycle paths and park upgrades. As the Independent Verifiers Representative (and earlier as D&C Review Manager), Chris is responsible for verification of design delivery and construction activities, project documentation and quality systems, management of personnel involved in technical assessments and construction surveillance. This includes managing the scope, time, resources and budget of the construction and design review teams, review of construction documentation and ongoing review of construction and completion activities.

Construction Surveillance Manager | Legacy Way Tunnel Project, Independent Verifier, QLD

Client: Brisbane City Council/Transurban Queensland | Date: Jan 2011 – Dec 2015

Independent verification of 4.3 km of twin two lane tunnels, 3 interchanges, 5km of motorway widening, 8 story tunnel control centre building, and the major expansion of the Mt Coot-tha Botanic Gardens. Chris was responsible for monitoring and review of construction and quality for the tunnel and approach works. This included the management of site surveillance for the project relating to the tunnelling works, approach bridge works and road works, mechanical, electrical and ITS installations, associated building works and off site precast concrete and steel fabrication works. The role was responsible for managing the scope, time, resources and budget of the construction review team, reviewing construction documentation submitted by the Contractor, monitoring and reviewing the Contractor's management of WH&S, quality, traffic and the environment. Other duties included review of responses to Non-Conformance reports and Requests for Information, undertaking audits of management systems and construction activities and providing advice on design, construction and specifications relating to the project works.

Senior Structures Engineer | Gateway Upgrade Project, QLD

Client: Queensland Motorways/Qld Transport & Main Roads | Date: Oct 2006 – Dec 2010

This project included a 1.8km, 6 lane balanced cantilever bridge crossing Brisbane River, refurbishment of old Gateway bridge, 20km of motorway widening, 7 km of new motorway, and 30 major bridges. As Senior Structures Engineer, Chris was responsible for monitoring and review of construction and engineering activities including the design and construction of the Gateway Bridge duplication, refurbishment of the old Gateway Bridge and operation of the precast facility. Responsibilities included managing a team of technical staff undertaking monitoring and inspection activities relating to the construction of the Gateway Bridge duplication and other bridges within the project, refurbishment of the existing Gateway Bridge and operation of the precast manufacturing facility. This also included evaluation contractor's submissions, review of construction documentation, monitoring contractor and independent verifier performance, providing technical advice and acceptance of RFIs and NCRs.

Other Relevant Experience

Principal Structural Design Engineer | City Design, QLD

Client: Brisbane City Council | Date: Dec 2005 – Oct 2006

Chris led a team of structural engineers and drafters undertaking the design and documentation of bridges, culverts, marine structures, small commercial and industrial buildings and other structures.

In this role Chris was responsible for the management of the work unit including budget, staffing, forecasting, project delivery and profitability of the work area. He was also responsible for the design project management of individual projects as well as programs of work.

Principal/Senior Engineer | Strategic Infrastructure Management, QLD

Client: Brisbane City Council | Date: Dec 2000 – Nov 2005

Lead a team of professional and technical staff undertaking the delivery and management of Brisbane City Council's transport infrastructure including roads, bridges, drainage, tunnels, retaining walls, wharves and jetties. This included contract administration for the capital works programs as well as the strategic asset management of this infrastructure.

I the role Chris was responsible for management on this work area including budget, staffing, forecasting and delivery.

He was also responsible for project management of individual capital works projects as well as management of a number of recurrent and capital works programs. This project and program management work involved scoping, budgeting, resourcing, risk management, communications and stakeholder management as well as Contract Administration and Design Management. On a number of larger project Chris also undertook the role of Project Director.

Manager Structures | Bridge Construction and Maintenance, QLD

Client: Brisbane City Council | Date: Jul 1995 – Nov 2000

Manage and supervise a contract management and day labour workforce, comprising approximately 50 personnel, undertaking construction, rehabilitation and maintenance works for bridges and other structures. This included contact administration for the construction and rehabilitation of major infrastructure as well as supervision of a large day labour workforce undertaking maintenance activities.

The work undertaken by this business area including capital works and maintenance activities on some of Brisbane's most iconic structures including Story Bridge, William Jolly Bridge, Victoria Bridge, Walter Taylor Bridge, Brisbane Powerhouse, Howard Smith Wharves and Shorncliffe pier.

I the role Chris was responsible for the management on this significant work area including budget, staffing, forecasting and delivery.

Structural Design Engineer | Works Design Branch, QLD

Client: Brisbane City Council | Date: Dec 1991 – Jun 1995

Design and contract documentation for bridges, culverts, marine structures, small commercial and industrial buildings and other structures.

Structural Design Engineer | Story Bridge Rehabilitation Study, QLD

Client: Brisbane City Council/QUT Joint Project | Date: Sept 1990 – Nov 1991

Research and investigation into the strength, durability, repair and rehabilitation of the Story Bridge.

Construction/Design Engineer | Works Department, QLD

Client: Brisbane City Council | Date: Feb 1987 – Aug 1990

Supervision of bridge, road and drainage works undertaken by contractors and Council's day labour workforce. Design and contract documentation for bridges, culverts, marine structures, small commercial and industrial buildings and other structures.

In this role Chris project managed both large and small capital works projects involving scoping, budgeting, resourcing, risk management, communications and stakeholder management as well as contract administration and design management.

Transport and Main Roads

Form A4 - Technical Brief for CN-17284 Contract Administration Services for Construction of Centenary Bridge Upgrade - Centenary Highway (SOA MIP118/11)

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Appendix

Appendix 1

- Attachment 1 General Arrangement Plans – Civil
- Attachment 2 General Arrangement Plans – Southbound Bridge
- Attachment 3 General Arrangement Plans – Northbound Bridge
- Attachment 4 Report for Contract Administrator
- Attachment 5 MRTS02.1
- Attachment 6 MRTS51.1
- Attachment 7 Safety in Design report
- Attachment 8 Project Risk Register
- Attachment 9 PSTS06 – KRA
- Attachment 10 Reporting Workplace Incidents Procedure

Appendix 2 - Form A2 CV Template V3

Appendix 3 - Proposed Cash Flow for Nominated Individual until Practical Completion

Appendix 4 - Ethical Supplier Threshold C781S10

Document control sheet

Contact for enquiries and proposed changes

If you have any questions regarding this document or if you have a suggestion for improvements, please contact:

Contact officer Stephen How Lum

Phone [redacted]

Version history

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3.0	22/12/11	Cameron Sharp	Draft
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Office Use

This document uses MS Word bookmarks. Do not edit text enclosed in square brackets or cross references unless you are familiar with these functions.

Information for Offerors

Contract Name	MTR CBU _ Contract Administration
Job No.	669801 METD 201-U18A; Centenary Motorway (Ellen Grove - Toowong), Centenary Bridge upgrade - northbound; 669801

Offer No.	CN-17284
Type of Engagement	TMR Short Form contract for Goods and services
Nature of Engagement	Lump Sum with Schedule of Prices and Provisional Sum Items

1. INTENT OF THE BRIEF

This Technical Brief ("brief") describes the scope of Contract Administration Services for TIC-CO Contract to be performed under a lump sum price with schedule of prices for variations. In addition, the brief sets out the specific tendering requirements, offer selection method, performance deliverables and payment requirements.

2. TERMS OF REFERENCE

This brief sets out the terms and requirements for the supply of Contract Administration Services using a prequalified consultant under the **Standing Offer Arrangement (SOA) MIP118/11 Provision of Contract Administration Services.** The administration services shall be provided under a commercial framework of **Lump Sum (Fixed Price)** price including schedule of prices for Provisional Sum Items. This brief must be read in conjunction with the current SOA tendering conditions, Contract conditions and their supplementary, where applicable. Should there be any discrepancy or ambiguities, the requirements and intent of this brief shall take precedence over the other documents as mentioned above.

This brief describes the Contract Administration Services' scope, timing and the requirements for robust resourcing (refer Section 5) of administering a Contract to facilitate and enable a safe and successful delivery of **CBU project** (refer Section 4) in the Implementation and Finalisation phases of the project.

The successful Offeror shall provide a prequalified CA team to carry out functions and duties in the administration of the Contract, and in the surveillance of the construction Works to meet project requirements. The onsite team shall be led by an Administrator for the efficient, responsible supervision and administration of the Contract.

3. TERMINOLOGY AND DEFINITIONS

Table 1 - Terminology and Definitions

Terminology	Interpretation
Administrator	The individual(s), partnership or company appointed by the Principal to carry out Contract Administration Services in accordance with Clause 23 of the GCC and the Terms of Reference of this brief
BPIC	Best Practice Industry Conditions for Transport Civil Construction projects (December 2020)
BPP	Best Practice Principles as outlined in the QPP
CA	Contract Administration
CARs	Corrective Action Request
CAS	Contract Administration System
CBU	Centenary Bridge Upgrade

Terminology	Interpretation
Contract	Transport Infrastructure Contract – Construct Only (TIC-CO) between TMR and the Contractor unless stated otherwise in the brief
Contractor	The Contractor named in the construction Contract as defined in Item 6A of the Annexure to the GCC including its representatives / staff as defined under Clause 29.2.1 of the GCC.
Contractor's Tender	The tender submitted by the Contractor and accepted by the Principal
Contract Administration Services	The scope and timing to administer Contract as described in this brief. In addition, and where not mentioned in this brief, the performance of the duties and responsibilities as described in the Conditions of Offer and Acceptance of Offers for Contract Administration Services and the Supplementary Conditions of Offer relevant to any particular commission.
Contract Period	This term is for the TIC-CO Contract. It is the period of time to reach original Date for Practical Completion from date of Letter of Acceptance issued to the TIC-CO Contractor
Defects Liability Period	means the Defects Liability Period or Periods referred to in Clause 37 and any extended Defects Liability Period or Periods in accordance with Clause 37 of the GCC
Engagement Period	This term is for the successful Contract Administration Services Offeror. It is the period from the date of appointment until three months after the issue of Final Certificate of the Contract
Final Certificate	means the Final Certificate issued by the Administrator under Clause 42.8 of the GCC
GCC	General Conditions of Contract of TIC-CO Contract
KRA	Key Result Areas against which specific reporting is required regarding delivery against specific Queensland Government Policy and TMR priorities.
Lump Sum	means the Contract price is based on a single lump sum price for all of the works being agreed between the Principal and Offeror prior to award of Contract.
NCR	Non-Conformance Reports
Offer	An Offer resulting from a Public, Private or Sole Invitation pursuant to this invitation to Offer.
Offeror	Any legitimate commercial entity including sole proprietor of road civil and structures engineering consultancy who submits an offer to the Principal pursuant to this invitation to offer.
Principal	The State of Queensland acting through the TMR
Principal's Representative	The person/s who may be authorised by the Principal's Delegate to act on behalf in respect to the Principal's obligation. Refer to Section 5.4 and Section 6.1
QPP	Queensland Procurement Policy of the State of Queensland as published from time to time
Supplier	The successful Offeror engaged by TMR as the Administrator
TMR	Queensland Department of Transport and Main Roads
Works	Works as defined in Clause 2.1 of the GCC and any related services which the Contractor must perform to construct and then hand over to the Principal, in accordance with the Contract.
Working Days / Working Hours	have the meaning given in Clause 32 of the GCC

4. PROJECT BACKGROUND AND SITE INFORMATION

The CBU project forms Stage 1 of the masterplan solution for the upgrade of the Centenary Highway to tackle existing issues and future needs along the Centenary Highway corridor. The existing Centenary Bridge over the Brisbane River carries four lanes of traffic, and traffic analysis indicates that the Highway at the bridge is already operating at capacity during peak times.

The extents of the CBU project run from Sinnamon Park interchange to the south and Kenmore Road overpass to the north (refer Figure 1: CBU project location). The total investment of the CBU project is $244 million, comprising of $132 million from the Queensland Government and $112 million from the Australian Government.

The current project information can be found on the TMR website using the link: [Centenary Bridge Jindalee | Department of Transport and Main Roads (tmr.qld.gov.au)]



Figure 1 - CBU project location

4.1 Project Scope

The scope of CBU project includes (but not limited to):

- Construction of a new three lane northbound bridge on the western side of the existing Centenary Highway bridge, which can accommodate four lanes in the future with narrow shoulders.
- Replacement of the existing northbound bridge deck, and partial existing southbound bridge deck, with a new steel composite bridge deck, and provide a three-lane southbound bridge that can accommodate four lanes in the future with narrow shoulders.
- Condition state remedial works and reconfiguration of the existing southbound bridge deck to provide enhanced provision for active transport and a three-lane southbound bridge that can accommodate four lanes in the future with narrow shoulders.

Contract works include:

- Construction of new Centenary Highway bridge for northbound traffic only
- Modification to existing traffic arrangement, placing all southbound traffic on existing bridge
- Public Utility Plant (PUP) protection, relocation and coordination
- New active transport path on the western side adjacent Sinnamon Rd
- New active transport path on the eastern side in Amazon Park area
- Stormwater upgrades and bioretention system
- Construction of new pavements and overlay/rehabilitation of existing pavements

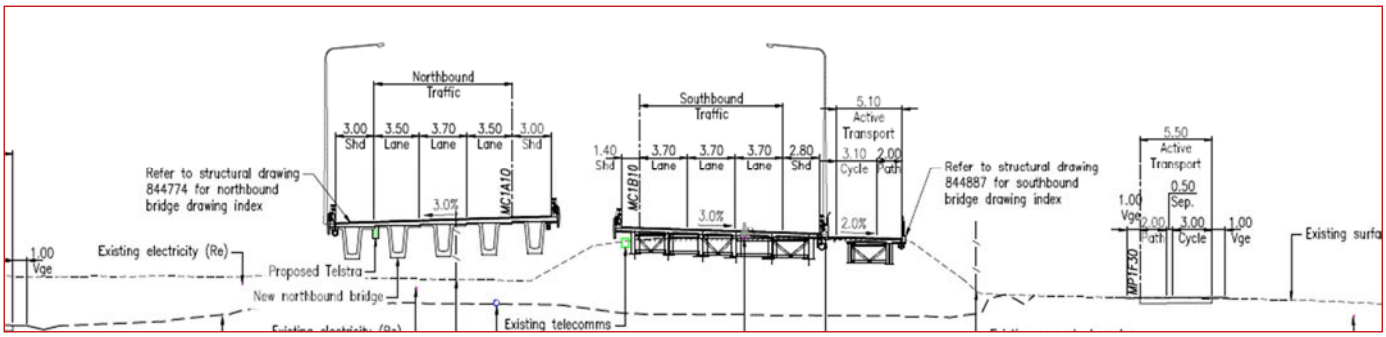


Figure 2 - CBU typical cross section

4.2 Additional Project information

To enable the Offeror to appreciate the CA resources required to successfully manage and administer the construction Contract, please refer to the following documents:

- General Arrangement Plans – Civil (refer Appendix 1 Attachment 1)
- General Arrangement Plans – Southbound Bridge (refer Appendix 1 Attachment 2)
- General Arrangement Plans – Northbound Bridge (refer Appendix 1 Attachment 3)
- Report for Contract Administrator (refer Appendix 1 Attachment 4)
- MRTS02.1 (refer Appendix 1 Attachment 5)
- MRTS51.1 (refer Appendix 1 Attachment 6)
- Safety in Design report (refer Appendix 1 Attachment 7)
- Project Risk Register (refer Appendix 1 Attachment 8)
- PSTS06 – KRA (refer Appendix 1 Attachment 9)
- Reporting Workplace Health and Safety Incidents Procedure (refer Appendix 1 Attachment 10)

The project's detailed design report, Guideline for the development of TMR's Project Safety Plan and post tender correspondence (where relevant parts forming part of the Contract agreements) will be made available to the successful Offeror to understand the project requirements and to facilitate the effective administration of the construction Contract.

4.3 Contract Type and Prequalification

The CBU project will be delivered through a schedule of rates Contract. The prequalified level for the construction Contract is **R4, B4, F150+** and **A3**.

4.4 Contract Period and Defects Liability Period (DLP)

The Contract Period is **1460** calendar days and the Defect Liability Period is **365** calendar days.

4.5 Project Risks and Construction Challenges (not exhaustive)

The main project risks and construction challenges include but not limited to:

- Construction safety on highway and urban road - working near live traffic, working in and around mobile plant, temporary works, working at heights, working over and in water, and excavating around existing services.
- Risks associated with bridge demolition and construction works over Brisbane River:
    - Flood events during construction cause unacceptable afflux either upstream or downstream of bridge, failure of temporary works, loss of construction plant to the river, and worker injury.
    - Watercraft collision with the new bridge or existing 1960/1980s bridge during construction causing potential damage/ failures of the bridge(s) resulting in injury to workers or public.
    - Construction works in the tidal zone, and Works taking longer than planned and a rising tide impacting work operations (i.e. fixing re-bar/concreting).
    - Navigation requirements during construction and at completion
        - A reduction of temporary vertical construction clearance to below 9.8m above Highest Astronomical Tide (HAT) might require wider consultation with boating community, riverside residents, commercial and recreational operators.
        - Navigation lighting to be arranged if southern spans were obscured with plant, equipment and scaffolding during construction. At completion of project, please note blue navigation lights to be installed on upstream and downstream faces of the bridges, and navigation clearance zone requirements as per project drawings.
- Reduction of level of service for vehicular, pedestrian and cyclist movement during construction
    - Safety and protection of the pedestrians and cyclists on existing active transport path, road traffic users and construction workers Pedestrian and cyclist movements are always to be maintained during the works. Sequence works might impact the active transport path and likely to cause long delay to pedestrians and cyclists.
    - Collision between pedestrians and cyclists due to 1) no physical barrier or gap between pedestrians and cyclists on shared path; 2) existing narrow active transport corridor over the bridge; and 3) at crossing points.
    - Two (2 nos.) lanes in each direction not maintained at all times, and speed reduction from 80km/h to 60km/h / 40km/h for mainline works. Traffic exceeding temporary speed limits.
    - Erratic driving and late decision marking on roads by public due to changing decision points and pavement marking during construction
    - Temporary lighting during construction matching current level of service
    - Inadequate anti-gawking screening for construction activities distracting drivers
    - Uncontrolled access of site construction vehicles to/from median/ work site resulting in traffic accidents causing injury to occupants and workers
    - Temporary detour/ closure of exit and entry ramps to and from Sinnamon Road not obtaining approvals from TMR and/ or Local Authority and/ or short approved time duration for efficient construction. Also detour onto local roads can cause delay and increase travel time and might upset local residents.

- The demolition / repairs / modifications of existing bridge structure and construction of new northbound bridge structure near live traffic and over Brisbane River
    - Care will be needed to assess the Contractor's demolition methodology, particularly the post-tensioning, bridge girder stability, construction load, access for heavy cranage for bridge demolition. Uncontrolled demolition of existing bridge may cause injury to personnel and environmental impacts.
    - Environmental protection of the river and safety protection of river users with gantries and other methodology to catch materials from bridge demolition works
    - Repair and modification works of existing bridge requires specialist skill sets, which will require approval of personnel and methodologies prior to commencing works.
    - Additional bridge re-habitation works may be required for existing bridge substructures and/ or superstructures due to difficulty of inspections.
    - Re-decking of existing bridge may take longer and more expensive than planned. Condition of existing bridge (including anchor bolts) might be more deteriorated than assumed.
    - Access for heavy cranage required for piling and superstructure erection of new northbound bridge, and supply logistics for the transport of large precast elements
    - The project site contains Potential Acid Sulphate Soils (PASS), particularly associated with the load transfer platform CMCs and the piles at Abutment A and Pier 1.
- Risks associated with Geotechnical
    - The stability of the north bank of the Brisbane River at the existing and new bridge locations need to be assessed by the Contractor and considered in their construction methodology. Land slips occurred in the past, and the repair works have been carried out. However, the extent of repair works was not investigated during the design.
    - Differential settlement of embankments due to poor quality embankment foundations causing pavement failures, traffic accident and public injury.
    - Crane working platform inadequately designed and constructed causing ground movement and crane instability leading to injuries and fatalities.
    - Failure of proposed retaining structures due to inadequate temporary works design and excessive construction loading.
    - Limited geotechnical investigation / unknown ground conditions result in higher costs due to unknown rock level below existing surface and large areas of unsuitable material
    - Ground heave during CMC piling resulting in significant pavement failure to carriageways.
- Risks associated with PUP
    - Significant service relocation works include sewer rising main, sewer gravity main and Telstra infrastructure. The risk is the scope of PUP protection/ relocation not accepted by the affected PUP owners, and/ or timeframes for PUP relocations not suitable to project timeframe result in delays to commencement of project or extended construction period.
    - Risk of damage to existing services during bridge modification works causing spillage of utility contents (for example, sewage) into the river and health risks to public. Striking unlocated PUP service causing damage to PUP asset and worker injury.
- Risks associated with Environmental and Cultural Heritage
    - Non-conformance with common law, contractual and regulatory obligations during construction by the works resulting in delays, claims, and reputation damage.
    - An As-Built rating of "excellent" is not achieved for Infrastructure Sustainability Council of Australia (ISCA) during construction.
    - Risk of discovering cultural significant artefact during construction

5. CONTRACT ADMINISTRATION SERVICES REQUIREMENTS (SCOPE)

5.1 Technical Capability and Capacity

Offerors shall carefully consider Section 5.1 of this brief when nominating its resources. Personnel nominated and accepted by the Principal in the Offer documents will not be replaced or reduced in responsibilities without written permission of the Principal's Representative via the TMR Project Director. TMR's strong preference is for continuity of the Contract administration services.

Offerors are required to:

- demonstrate their resource management, communication and surveillance strategy of the proposed CA team between various work shifts to meet the scope of this brief in its non-price criteria submission,
- propose a backup resource for each CA role, and their CVs (as per CV template in Appendix 2) and lead time to commence services (if required), and
- make allowance in the Lump Sum price.

Offerors shall put forward a CA team suitably qualified under the SOA MIP118/11 and appropriately resourced to meet the requirements of this brief for the Engagement Period. CA team core resources are identified in Table 2 – CA team core resources.

Table 2 – CA team core resources

CA Role[NB1]	**Minimum Capability required** [NB3] **(TMR CAS Prequalification Level Required)** (To be nominated by Offeror unless stipulated by the Principal)	**Minimum Capacity** [NB2 & NB3] **required from resource Average weekly working hours** (To be nominated by Offeror)
Administrator[NB4]	CA03	
Administrator's Representative		
Site Engineer (Civil)		
Inspector (Structures)		
Inspector (Roadworks)		
Inspector (ITS/ Electrical)		
WHS Auditor[NB5]		
Administration Officer / Technical Support Officer		

NB1: These CA roles are **mandatory.** These roles are field based except Administration Officer/ Technical Support Officer, which is at the supplier's discretion. These roles must be contactable until practical completion of the works. The supplier shall ensure an individual of his team is contactable in the event of emergencies out of working hours,

and readily available to attend unplanned safe site access by the Principal on short notice at any time until practical completion of the works under the Contract.
NB2: 100% capacity = one (1) CA role available at minimum 45hrs per week. Inspector working hours per week can be higher. The Offeror is required to nominate the average weekly working hours of individual role of the proposed CA team between date of letter of acceptance of the Contract and the Date of Practical Completion.
NB3(a) Offeror is required to demonstrate the proposed CA team is suitably qualified and resourced to meet the scope of this brief in its non-price criteria submission. An individual can only be nominated for one role and the prospective supplier is obliged to increase the capacity at no costs to the Principal when the individual's wellbeing is being compromised by heavy workload such as, working more than 50hrs/week or team deliverables (Section 5 of this brief) are not met.
NB3(b) **Mandatory** – The CA team comprising of the Administrator, Administrator's Representative and the surveillance team must possess recent experience and current knowledge in administering and inspecting bridge construction works similar to the project environment and quality requirements in safety, environment and technical governance. In addition, the team possesses extensive skills and knowledge of the TMR current Manual of Traffic Control Devices (MUTCD) Part 3 and MRTS02 Traffic Provision and is experienced in the review traffic management plan and surveillance of traffic control devices for necessary compliance.
NB4. As a minimum ***mandatory*** requirement, a same individual (for continuity) must act as the Administrator for the Engagement Period and cannot be replaced without the written agreement from the Principal's Representative via the TMR Project Director.
NB5. The proposed WHS Auditor is required to be an Accredited Auditors (Construction) accredited by Workplace Health and Safety Queensland (https://www.worksafe.qld.gov.au/construction/laws-and-licencing/accredited-auditors-for-government-building-and-construction-projects), and are not QLD Government employees.

5.1.1 Administrator

The Administrator must possess effective written and verbal communication, great interpersonal and negotiation skills. In addition, they must possess sound project and Contract management skills, strong leadership, and technical excellence and where necessary, consider application of 'best practice'. This includes value add to the design and construction delivery processes that is fit for purpose. They must promote and encourage a 'best for project' delivery approach.

The Administrator has the following two roles:

- An Independent Certifier
  The functions of an Independent Certifier are as defined in this brief and the terms of the construction Contract executed by the Principal
- An agent of the Principal (Clause 23.1(c) of the GCC).
  The function of the Principal's Agent is to proactively assist the Principal's Representative, TMR Project Director and TMR Project Manager in the management of the current TMR policy, scope and issues arising in the delivery of the project and Contract including but not limited to the facilitation, coordination, management and inspection, where required and as applicable and as follows to comply with the current and emerging legislative requirements, and project and Contract governance:

  (a) Principal supplied materials;
  (b) Principal's ~~nominated~~ suppliers including statutory authorities to complete the project scope and / or to augment the main construction works;
  (c) Strategic stakeholders;

(d) State and Federal authorities;
(e) Public interface; and
(f) Media opportunities and events

The Administrator is expected to rapidly acquire a good knowledge and appreciation of the following:

- The project requirements including design intent,
- The project specific Contract requirements,
- The prevalent project, Contract and stakeholders' issues within 2 weeks of appointment,
- TMR Standard Specifications and procedures that apply to the works,
- Stakeholder engagement requirements including facilitating a balanced outcome for the project,
- All aspects of the works including the technical, quality, contractual, environmental, communication, maintenance, traffic management and workplace health and safety requirements, and
- The surveillance requirements necessary for the administration of the Contract.

5.1.2 Client-side safety governance

TMR seeks to take an active interest and role in the safety performance of industry generally and on TMR projects specifically. As client for the project, TMR has considerable capacity to influence or control how projects are managed. As agent of the Principal, the Administrator is to assist TMR (Principal) to develop the Project Safety Plan, intended to set out how that influence or control will be exercised throughout the implementation and finalisation phases of the project, how TMR will respond in the event of safety under-performance, and what information will be collated and retained by TMR during project finalisation to support operational activities and maintenance. This is accomplished with the Principal's structured framework in safety risk management and mitigations emphasising on increased safety monitoring, active review of incidents pattern and trends through consultation, reporting and auditing. The Person Conducting Businesses or Undertakings (PCBU) that has been appointed as Principal Contractor will retain direct control over the work being performed and the associated workplace/s.

The Administrator and its surveillance team shall have the necessary experience and knowledge to act as the agent of the Principal to monitor, question and report the safety performance of the Contractor ensuring TMR's duties under the under the respective WH&S Act are being discharged. The following references are relevant in the development of the project safety plan:

- Work Health and Safety Act 2011,
- Work Health and Safety Regulation 2011,
- codes of practice (but not limited to the list found in the Queensland Government Worksafe website: https://www.worksafe.qld.gov.au/laws-and-compliance/codes-of-practice)
- Safety in Design and Project risk register include known and emerging hazards and risks at the project site that might warrant consideration by the Principal Contractor in order to deliver the construction work safely. This duty does not extend to hazards or risks that arise from the construction work itself.
- Queensland TMR Risk Management Organisational Policy
- TMR Strategic Plan – 2019-2023 (revised for 2021-22)

- Guideline for the development of TMR's Project Safety Plan

5.1.3 National Harmonisation of Temporary Traffic Management

From 1 December 2021, use of the harmonised Queensland Manual of Uniform Traffic Control Devices (QMUTCD) Part 3 and Queensland Guide to Temporary Traffic Management (QGTTM) in conjunction with the Australian Standards and Austroad Guide to temporary traffic Management is mandated.

The Administrator is expected to have and / or to acquire the necessary knowledge of the current development and implementation requirements of the harmonised temporary traffic management for works on roads. As part of the Contract Administration Services, the Administrator is expected to keep abreast with the industry practice pertinent to the harmonised TTM to advise the Principal so to meet its project, Contract and legal requirements.

To administer the Contract effectively including the review and to assess suitability of the Contractor's traffic management plan, and traffic guidance schemes (where required), the Administrator shall resource appropriately to fulfil its compliance with this brief. Where the Contract mentions about "for a direction from the Principal" extract from Cl.5.3 of MRTS02 or "for the Principal's consideration" extract from Cl.6.2 of MRTS02, or similar, the Administrator shall review the design reports, and consult officers of Operations, Metropolitan Region and experts of Engineering and Technology through the TMR Project Manager, to minimise impacts to road network operations.

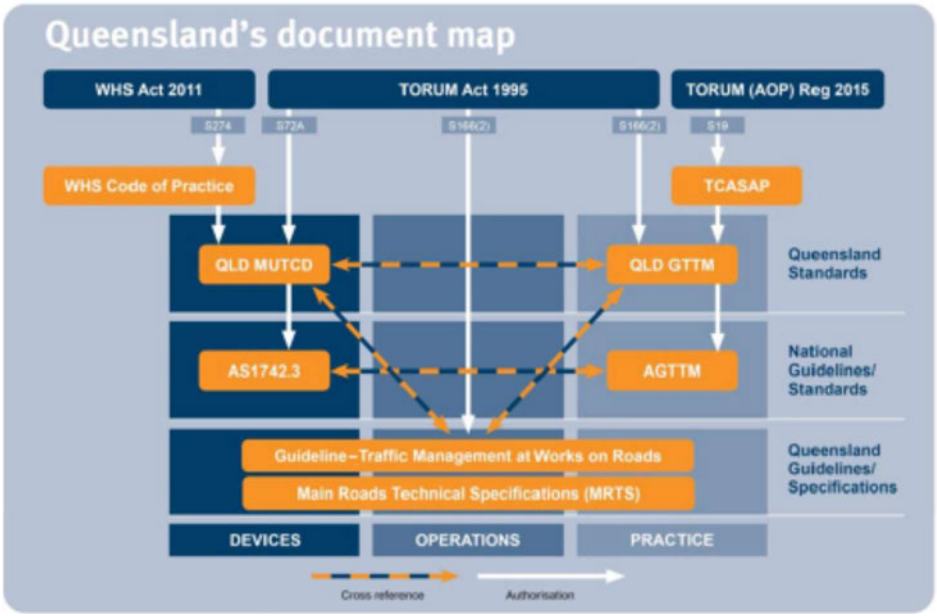


Figure 3 Summary of Documents relevant to TTM practice in Qld

5.1.4 KRA including BPIC

As agent of the Principal, the Administrator shall facilitate by administering the Contract provisions ensuring TMR meets its obligations in BPP and BPIC under the QPP. For eligible projects with a Contract Sum of $100 million or greater, the Contractor shall fulfill the commitments made in its offer/tender for work under the Contract in respect of the BPP as part of the QPP. For more information, refer to the following link: Best practice principles: Quality, safe workplaces

The Administrator is required to administer the KRAs as detailed in the Contract pertinent to PSTS06 – KRA (Refer Appendix 1 Attachment 9) and as negotiated during the tender assessment stage ensuring compliance with BPIC.

5.1.5 Other Australian Government and Queensland Government policies

Australian Government and Queensland Government policies requiring administration including but not limited to the following:

(a) Training policy
(b) The Ethical Supplier Threshold and Ethical Supplier Mandate
(c) Local Business Participation
(d) Indigenous Participation Framework

The Administrator shall monitor and verify Contractor's compliant in the reporting requirements as detailed in the Contract.

5.1.6 Increase in supply costs and Covid-19 special clauses

These are to be assessed by the Administrator on a case by case basis on request by the Contractor. The requirements can be found in TMR technical publications via link provided below:
https://www.tmr.qld.gov.au/business-industry/Technical-standards-publications/Infrastructure-Contract/Transport-Infrastructure-Contract/TIC-Construct-Only

5.2 Working Hours

The Working Hours and Working Days specified in the Contract are 7am – 5pm Monday-Saturday. Works outside of these times are to be approved by the Administrator to meet the Contract requirements. A copy of the MRTS02.1 annexure for Traffic Provision and MRTS51.1 annexure for Environmental Management are attached to assist the Offeror in its Lump Sum price submission. In response to the non-price criteria, Offerors are required to demonstrate a robust resourcing strategy that can address emerging challenges arising from site conditions and Contract issues. This should also include management of staff physical and mental wellbeing including effective handing over of site matters between staff at shift change over.

5.2.1 Resource Levelling

The Lump Sum (Fixed Price) component is for the provision of Contract Administration Services for the CBU project described in Section 2 from the date of appointment until Practical Completion of the Works. The Offerors are to consider carefully in their submissions to allow resource levelling to meet the changing environment based on CA team individual ability, performance, experience, skills and knowledge against the performance of the construction Contractor, the demand for day and night shifts, where required, site conditions and the effectiveness of the Principal's design. As such, the prospective Supplier is solely responsible (mandatory) and obliged to adjust its CA team capability and capacity to meet changing demand and must always maintain the same individual for the role of the Administrator for continuity of knowledge until the end of the Engagement Period.

5.3 Timing and Resources

The Engagement Period for the Contract Administration Services is inclusive of the date of appointment until three months after the issue of Final Certificate of the Contract. The resource levelling and capacity requirements until Practical Completion is very much dependent on the actual time demand on each role.

5.3.1 Timing

The timing and schedule of services of the CA team is as follows (Refer to Section 0 for payment details):

- Within a week from the acceptance of Offer and at the direction of the Principal, the Administrator / Administrator's Representative may be required to provide review comments for Stage 2 Tender assessment for the Contract.
- From date of Contract award to original Date for Practical Completion of the Works based on a Contract duration of **1460** calendar days, the CA resource is as per Table 2 – CA team core resources.
- From 1461 calendar day to Date of Practical Completion, the CA resource is as per Table 2 – CA team core resources.
- From Date of Practical Completion to 3 months after the end of 12 months Defects Liability Period, the CA resource is as required.

The CA services during the Engagement Period is inclusive of public holidays, time extension arising from weather and construction conditions impacts until 3 months after the issue of Final Certificate of the Contract, necessary to align with the Contractor's program for the effective administration of the Contract. During the Indicative Engagement Period, the nominated personnel shall not enter into any arrangement with the Contractor, its sub-contractors or suppliers to the Works or any other party which may conflict with its role as the Administrator.

Table 3 - Indicative Engagement Period

Event	Date
Anticipated commencement of Contract Administration Services. (Date of Appointment)	6/12/2021
Anticipated completion of Contract Administration Services (incl. estimated contract time extensions and 3 months after the issue of Final Certificate of the Contract)	6/03/2027

5.3.2 Accommodation Resources

The Principal will provide a separate fully furnished site office accommodation for the CA team at 201 Kenmore Road, Kenmore. The facilities will include a separate room for the CA team including tables and chairs, cupboard, parking facilities at Site, access to common kitchen, toilets, shower room, and so on. The supplier will not be allowed to connect to TMR IT system and network.

The Contractor would provide 3 hot-desks within the Contractor’s site facility for the exclusive use of the Administrator during work under the Contract. The Contractor will supply, maintain, pay for electricity and water to any site buildings to cater for the needs of the CA team, as well as provide adequate parking, security, toilet facilities, and after hour’s access.

The supplier shall provide for the CA team office equipment, consumables and tools such as but not limited to laptops, internet access, wireless network connections and network printer necessary to perform its roles and functions with sound and effective document management system and file server. The CA team will provide for their own mobile phone and charges, and vehicles and their running costs.

5.4 Roles and Responsibilities

The Administrator's roles, functions and activities operate through direct engagement by TMR (Refer to Figure 4 - TIC-CO Roles and line of communication), with the compliant delivery process set for a 'best-for-project' and 'best practice' approach in the field of administration of civil engineering projects. Best practice will include references against source documents such as TMR CAS and Guidelines for Audit and Surveillance, (version current at time of Offer).

TMR Principal's Project Team are as follows:

- Principal's Representative: John Ryan
- TMR Project Director/Manager: Jeffrey Weeks
- TMR Principal Engineer ~~Project Manager~~: David Nghi
- TMR Communication Advisor: Kirsty George
- TMR Environmental Advisor: TMR's staff
- TMR WHS Advisor: TMR's staff
- The CA team: As per Section 5.1 of this brief

In consultation with the Principal's Representative via the TMR Project Director, the Administrator will assign and delegate duties to the CA team, as appropriate to ensure effective and proper administration of the Contract. The Administrator will be fully accountable for its obligations and functions as defined in the Contract and for the proper and timely performance of the CA team.

The CA team's **duties and responsibilities**, without limiting the extent thereof, are as outlined in Section 5.4 of this brief.

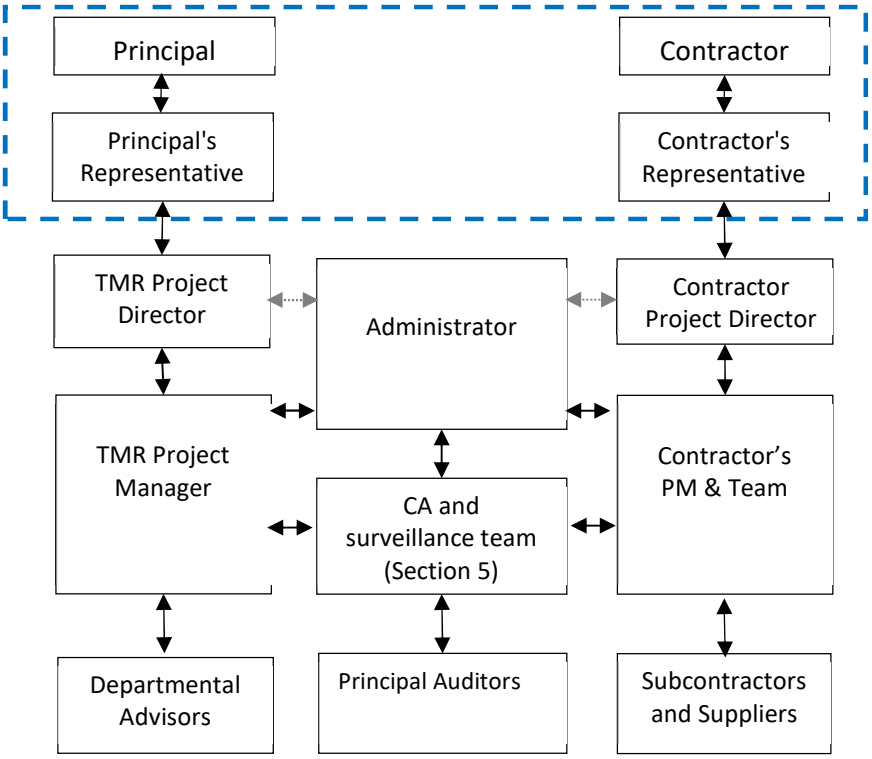


Figure 4 - TIC-CO Roles and line of communication

5.4.1 Communication, Document / Process Management and Recordkeeping

The Administrator shall as a minimum follows the CAS TIC procedures, as required to manage the project and Contract issues to meet Principal's Contract and legislative requirements. The procedures can be accessed via the attached internet web link: CAS TIC Procedures (Department of Transport and Main Roads) (tmr.qld.gov.au).

Email is primarily the official means for communication. The supplier may elect to use a web-based document management, process management and field management system. Regardless, the supplier document management and recordkeeping system must be reliable, secure and easily transferable to the Principal in the Microsoft Office word and excel format.

The Administrator is to maintain complete, current and accurate records in accordance with the CAS manual quality documentation, keeping of diaries, photographs (dated), video recordings and contractor's resource utilisation, all pertinent to Contract departures, issues and incidents related to complaints and work health and safety matters in a format approved by the Principal's Representative via the TMR Project Director. All records shall be available for review by the Principal at any time. Within 3 months of issuance of certificate of practical completion, the Administrator is to provide the Principal an electronic set of all CA files (including construction handover documentation) during the contract period of the construction contract in Microsoft Office Word and / or Excel and / or Adobe pdf format. On completion of the CA services (end of engagement period), a copy of remaining CA files from Date of Practical Completion to Date of Final Completion shall be provided to the Principal.

5.4.2 Site meetings

In accordance with the Contract and as follows:

- Arrange, conduct and minute (including minute distribution to all parties) the construction pre-start meeting, weekly quality meetings to address ongoing design and constructability issues (RFIs / NCRs / Lot Register / CARs), and monthly formal site meetings as per Contract requirement to review progress on the Works and any Contract / project related matters.
- The agenda for any meeting shall be issued at least three (3) business days before the meeting and shall, include essential items including but not limited to program, variations, quality, environment, and safety.
- The Administrator shall document the minutes of meetings, record agreed actions and implementation strategies and provide type written copies of meeting minutes to the Contractor and Principal's Representative within seven (7) business days of such meetings.
- TMR Project Director, TMR Project Manager and / or Principal's Representative will be invited to the monthly site conference and the weekly quality meeting.

5.4.3 Contract Management Plan

Within four (4) weeks of formal appointment and in accordance with Engineering Policy (EP) 167, the Administrator shall consult the Principal's Representative via the TMR Project Director and prepare a detailed Contract management plan for approval by the TMR Project Manager.

In addition, as agent of the Principal, the Administrator will facilitate the management and administration of other project works or emerging ancillary works and encroachment performed by Goods and Services suppliers or statutory authorities for site safety control and management by the Principal Contractor and to avoid delays and disruption to the Contractor's works.

5.4.4 Administrator's Surveillance Plan

5.4.4.1 Development of the Administrator's Surveillance Plan

Within four (4) weeks of formal appointment and in accordance with TMR CAS Manual, prepare a detailed surveillance plan (CSP) for the approval by the Principal's Representative via the TMR Project Director. The surveillance project plan will account for the project risk register and tender submission and shall form part of the Contract Management Plan. The surveillance project plan will be progressively updated to current TMR policy and fitness for its purpose and t reflect the needs of the project. The plan shall be progressively updated. The plan shall include, as a minimum, the activities as outlined in Figure 5 - Program Management and Delivery - Contract Management System Framework .

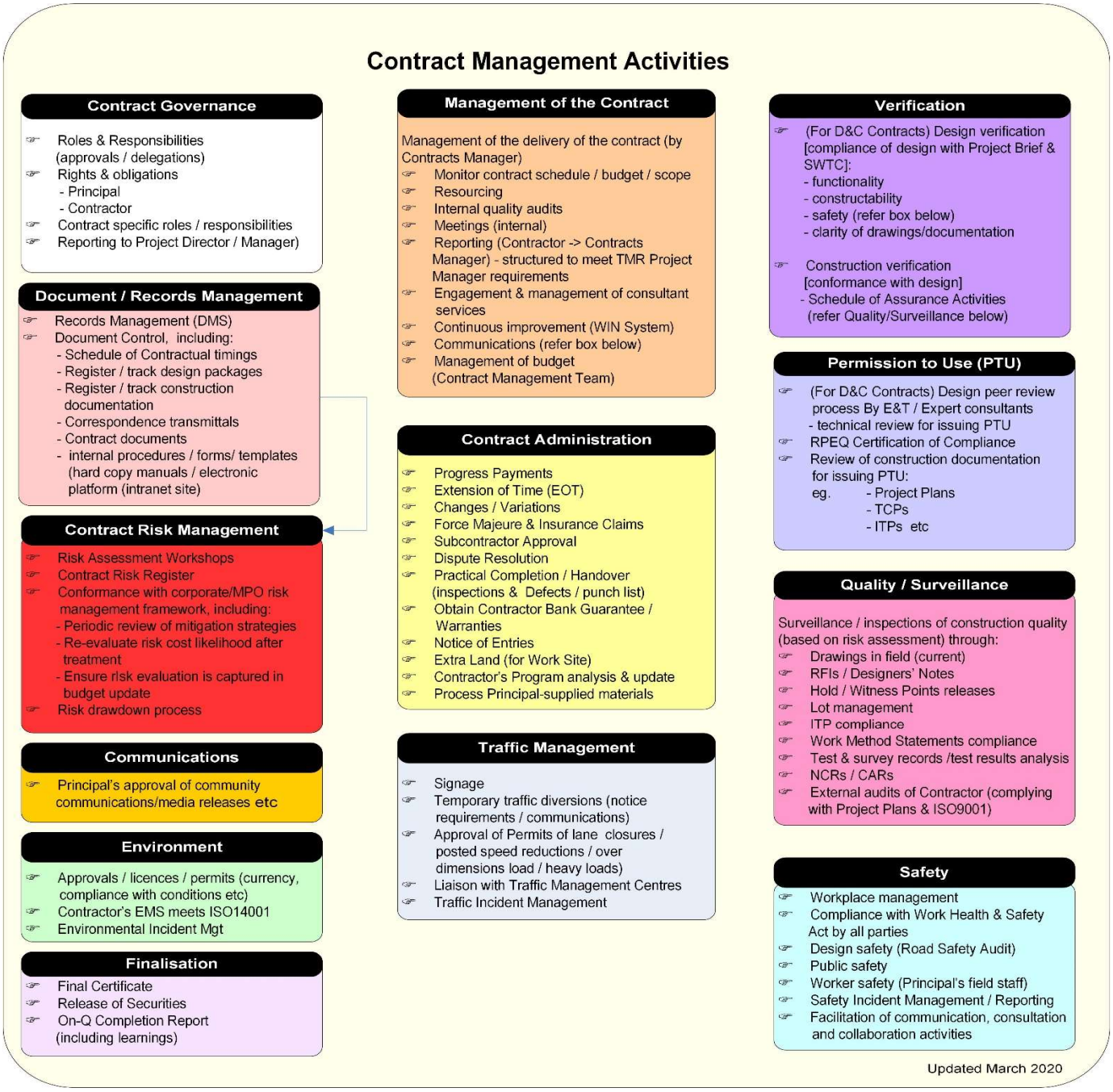


Figure 5 - Program Management and Delivery - Contract Management System Framework

5.4.4.2 Audit and inspection by the Administrator's surveillance team

The Administrator shall carry out risk-based surveillance activities involving appropriate level of field inspections and periodical formal system and process auditing of the effectiveness of Contractor's Contract plans and its implementation of the approved Contract plans associated with quality, environment, safety and traffic. The objectives are to ensure parties to the Contract fulfilled their obligations under the Contract and meeting the relevant legislations. This should be consistent with the CAS TIC procedures and the TMR Guidelines for Audit and Surveillance.

In addition to the auditing carried out by the CA resources, the Administrator shall consult the Principal's Representative via the TMR Project Director, to manage and oversee strategic risk-based quality audit program utilising Principal's experts / advisors including Principal nominated external auditors who may be engaged by the Supplier.

5.4.4.3 Client-Side Safety Governance (CSSG) and Project Safety Plan

The Administrator, as agent of the Principal, shall support the Principal (TMR) as an active client by facilitating the following safety initiatives and actions in the implementation and finalisation phases of the project:

(a) Develop Project Safety Plan (PSP) that is owned and maintained by the Project Director utilising Safe Design Report and Project Risk Register through a series of workshops with the designer, the Contractor and project customer's (client's) representatives including TMR Safety Advisors, to be confirmed by the TMR Project Manager involving:
    (i) Identification of project hazards and risks known to TMR, and not necessarily the Contractor's construction risks
    (ii) Review Contractor's previous track records (for example, incidents and enforcement)
    (iii) Develop and maintain:
        I. All Risk Register
        II. Project Safety Risk Allocation Register
        III. Enforcement Action Register
    (iv) Update CSP
    (v) Engagement with local representative from Workplace Health and Safety Queensland (only for project over $100 million).
    (vi) Proposed project safety key performance indicators

(b) Update the PSP as a live version to support monitoring and record keeping activities, consisting largely of registers that are maintained for the remainder of the project involving safety surveillance and reporting of incidents:
    (i) Consult and question effectiveness of Contractor's safety plan and risk management including mitigation strategies
    (ii) Compliant with WHSQ code of practices relevant to the project including effectiveness of safe work method statements during construction
    (iii) Monitoring and reporting safety incidents through escalation process ensuring visibility and oversight by the project customer and TMR senior management. See attached "Reporting Workplace Health and Safety Incidents Procedure".
    (iv) Manage the close out safety incidents through the development and management of the following registers

(c) Reporting high profile incidents to WHS Connect through the TMR Project Manager by manual notification and confirmed by email within an hour the Contractor and / or the Administrator becoming aware. High profile incidents include:
    (i) a Notifiable incident as defined under the safety Act
    (ii) an incident that has resulted in significant damage to a building or property
    (iii) an incident that has or is likely to result in media attention
    (iv) an incident that is otherwise likely to damage TMR's reputation
    (v) a near miss where the potential result would have been death / serious injury / illness
    (vi) a notice issued by a regulator.

5.4.4.4 National Harmonisation of Temporary Traffic Management

Demonstrate evidence of regular performance/compliance of the Contractor's traffic control measures underpinned by the accepted Traffic Management Plan and Traffic Guidance Schemes through the following deliverables:

(a) Review, consult and assess acceptance of a suitable Traffic Management Plan and Traffic Guidance Schemes (as required) by a competent person
(b) Structured system review and field inspections including documenting compliant or otherwise through incident and / or non-conformance reporting for timely corrective actions and close out
    (i) Confirm approved TMP and TGS are relevant and suitable to site conditions
    (ii) Manage timely corrective actions and close out
    (iii) Confirm correct daily sign recording by the Contractor
(c) Monitor and report serious performance issues by the TMR accredited traffic management company and Traffic Management Designer
(d) Carry our targeted surveillance and reporting in the monthly Contract performance reporting on the following compliance:
    (i) Multi message sign configuration
    (ii) Sign spacing
    (iii) Device installation and removal processes
    (iv) Code of practice
    (v) Provisions for vulnerable road users – bike riders and pedestrian
    (vi) End of queue crashes

5.4.4.5 KRA including BPIC

The Administrator shall administer the relevant Contract provisions and the attached PSTS06 as follows:

(a) Review, confirm and report list of subcontractors and their commitment to the BPIC as part of the approval to subcontract by the Contractor
(b) Review and facilitate Contract required BPIC information between parties to the Contract
(c) Monitor and report Contractor's compliance with the arrangements set out in the agreed KRAs and their performance measures established from the post tender negotiation
(d) Monitor and report Contractor's compliant with the BPP and BPIC when selecting subcontractors to undertake work under the Contract including review subcontractor(s)'s tender documents for evidence of compliance before tendering and after awarding the Contract
(e) Review, confirm and report Contractor's statutory declarations (Form C7850 and Form C7851) has included commitments in the Contractor's tender including post tender agreements

(f) Request, review, assess for compliance, verify performance and report to the Principal about the Contractor's monthly KRA performance Reporting
(g) To assess and certified for payment for the agreed performance measures that have exceeded the agreed targets or above the agreed standard levels
(h) To facilitate audits by TMR and / or the Department of Environment and Public Works (EPW)

5.4.5 Payment claim and certification

All payment claims by the Contractor are considered being made under the current ***Building Industry Fairness (Security of Payment) Act 2017***.

The Administrator shall value the works under the Contract and certify for payment with due diligence in compliant with the Contract and Act. This includes assessing such claims and recommend amounts to be included in payment schedules and reasons for why the amount may be less than the amount claimed. To submit payment certificates to the Principal for payment as required under the Contract. Advice to the Principal about the progress claim shall include the deadline for payment.

If the Contractor submits an adjudication application under the Act, the Contract Administrator shall assist the Principal's Representative via the TMR Project Director by drafting any responses required under the Act and in consultation with the Principal.

5.4.6 Monitor budget

The Administrator shall monitor all expenditure against budget and provide forecasts of Contract expenditure, accrual and cash flow.

5.4.7 Construction program

The Administrator shall administer in accordance with the Contract including monitoring and reporting the progress performance of the Contractor through review of the monthly updated program and the short-term rolling program. To manage the minimum monthly status of the Primavera P6 schedule using the Contractor's approved baseline program.

5.4.8 Extension of Time

The Administrator shall administer in accordance with the Contract. For any potential delay(s), individually or cumulatively including all approved extensions of time that can impact on the Principal's commitment on construction completion timeframe, the Administrator shall immediately notify the TMR Project Manager. For contentious Extensions of time, the Administrator is to notify the Principal's Representative via the TMR Project Director.

The Administrator is to provide a copy of an approved Extensions of time to the Principal's Representative, TMR Project Director and the TMR Project Manager. The Administrator shall also provide a copy of the current register for Extension of Time to the Principal's Representative, TMR Project Director and the TMR Project Manager each month.

5.4.9 Contract variations

The Administrator shall administer in accordance with the Contract. For any potential variation(s), individually or cumulatively including all approved variations, that may result in exceeding the approved Contract Sum, the Administrator shall immediately notify the TMR Project Manager prior to approval. For contentious and significant variations, the Administrator is to notify the Principal's Representative via the TMR Project Director.

To monitor and manage the progressive utilisation of the scheduled quantities through up to date measure up, verify Contractor's conformance reporting in quality and quantity against Administrator's own quantity take off. An item on this subject matter shall be dedicated in the Administrator's monthly reporting to manage Contract budget and scope.

The Administrator shall provide a copy of the current variation register to the Principal's Representative, TMR Project Director and the TMR Project Manager each month.

5.4.10 Design changes

The Administrator shall apply sound engineering judgement in the management and liaison with the Principal's designer and Principal's experts / advisors / stakeholders on timely and appropriate responses to all design related queries (RFIs) from the Contractor. The Administrator shall ensure all design changes to the original design drawings are properly documented and captured in as-constructed drawings and relevant documentation.

Design changes affecting project scope can only be affected with the approval from the Principal's Representative via the TMR Project Director. Change of specifications can only be approved by the Principal.

5.4.11 Reporting

Generally, the Administrator is expected to provide reporting as detailed in the CAS manual specific to quality, safety and environment including periodical and ad-hoc Principal's request to meet its project governance and legislative requirements. In addition to relevant reporting as mentioned in Section 5.4 of this brief, the following are the expected reporting to be done by the Administrator.

5.4.11.1 Construction Contract Performance Report

The Administrator shall oversee the monthly performance scoring and shall:

- Provide comment on Contractor's performance
- To chair monthly performance reporting as part of the monthly project site meeting.
- To collate input from Principal's Representative via the TMR Project Director
- To submit completed report to TMR Contracts and Prequalification Branch.

5.4.11.2 Administrator's Monthly Reporting

By no later than the seventh day of the following month, the Administrator shall provide to the Principal's Representative via the TMR Project Director with a monthly report on the project status. The report shall include commentary on the following minimum requirements:

- Updated Contractor's program and commentary on potential slippage and mitigations
- The performance of the Contractor and its major subcontractors in relation to the, progress of the works, quality system requirements, environmental management plan, traffic management plan, the safety management plan, as well as general compliance with the terms of the Contract and any other relevant contractual matters.
- Major quality, safety and environmental incidents.
- Significant stakeholder(s) issues.
- Damages to properties.
- Contract Administrator's registers pertaining to request for Information (RFIs), Non-Conformance reports (NCR), Variations and Extension of Time.
- Contract claims
- Progressive reporting on design / Contract documentation feedback for learning purposes
- Compliance with legislation such as, 10% Training Policy.
- Compliance securities and insurances
- Progressive reporting on the Contractor's delivery against the project's KRA's

5.4.11.3 Post Construction Design Consultant Performance Reporting

The Administrator shall organise post construction design consultant performance reporting involving the designer, preconstruction phase TMR Project Manager and construction phase TMR Project Manager and shall provide feedback on the designer's performance and design support during construction.

5.4.11.4 Final Report to Principal

If requested by the Principal's Representative via the TMR Project Director, within three (3) months of the issue of the certificate of Practical Completion, the Administrator shall submit a report, which comprehensively addresses all aspects of the design and construction of the works and the administration of the Contract.

5.4.12 Public Utility Plant

Where directed by the Principal's Representative via the TMR Project Director, the Administrator shall:

(a) liaise with Utility Authorities and Contractor in respect to any location/protection/relocation of existing utility plant and the construction of any utility plant within the site of the Works;

(b) monitor progress of services protection/ relocation work, certify claims by Utility Authorities, and submit such claims to the Principal for payment;

(c) advise the Principal's Representative via the TMR Project Director of the status of all statutory approvals and consents applying to the Works;

(d) arrange any Public Notices in connection with the Works; and

(e) undertake general liaison with the public and other interested parties. Note any matters concerning politicians and the media shall be referred to the Principal's Representative via the TMR Project Director.

5.4.13 Public Enquiries

The overall publicity and local community engagement for the Works will remain the responsibility of the TMR Project Manager. The Administrator shall provide timely advice and construction content input as specifically requested by the TMR Communication officer / Project Manager for:

- ministerial and political enquiries
- local community engagement matters
- Stakeholders' related matters

The Administrator shall assist the Principal in attending to public relations matters that emanate directly from the interface between the public and the construction activities. In instances where there are deficiencies in the Contractor's performance to meet the community engagement obligations identified in the brief, the Administrator is authorised to liaise with adjacent property owners and stakeholders to keep them informed about the progress of the Works and future activities. In these cases, the Administrator shall keep the TMR Project Manager informed.

5.4.14 Activities prior to imminent practical completion

5.4.14.1 As-constructed documents and asset hand over documents

The Administrator shall manage this deliverable by working with the Contractor to progressively complete as-constructed details for asset hand over, operation and maintenance with first draft submitted for review at 4 weeks prior to practical completion.

5.4.14.2 Identification of defects and outstanding works

At least 8 weeks before the Contractor's proposed date of practical completion, the Administrator shall notify parties to the Contract and organise with the asset owner(s) through the Principal's Representative via the TMR Project Director for a system review and field inspection to determine timeline for works to reach practical completion and establish agreement on works that can be deemed as defects and / or outstanding without compromising the safety design intent for the works to be safe for operation and available for use.

5.4.14.3 Level 2 Bridge Inspection

The Administrator shall organise with the parties to the Contract for an opportune time to carry out the inspection of the bridge and culverts structures as per the TMR Bridge Inspection System (BIS). The Principal expects that this be carried out prior to a completed structure is opened for use or operation.

5.4.14.4 Structural Management Plan

The Administrator shall manage the completion of the Structure Management Plan, if applicable.

5.4.15 Defects Liability Period and Issue of Final Certificate

The Administrator shall administer the Contract until issuance of the Final Certificate. This includes organising site monitoring of the performance of the Works and administration of the defect rectification process / works.

5.4.16 Communication between Parties to the Contract

The Administrator shall establish adequate telephone systems, an e-mail address and be appropriately equipped to communicate electronically with the Principal's Project Team (Refer to Section 5.4) as well as the Contractor. This includes facilitation of a robust system and process in the maintenance and operation of the Principal's asset including incident response within the limits of the site in control and management by the Contractor as the Principal Contractor ~~PCBU and~~ under the Contract.

5.4.17 Mentoring and coaching

The Administrator shall provide professional development incidental to the Contract Administration Services. From time to time, an opportunity for TMR staff, allocated by the **Principal's Representative** via the TMR Project Director to work as part of the CA team, would be beneficial for training and skill development of TMR engineers and technical staff.

6. RESPONSIBILITIES OF THE PRINCIPAL

The Principal shall delegate its duties and responsibilities as follows:

- As detailed in the Contract and CAS CAP001M
- The construction Contract power and duties are delegated to the Principal's Representative
- Project management elements are the responsibilities of the TMR Project Manager
- Act as the active client who conducts a business or undertaking (PCBU) who commissions the work in compliant with the WHS Act
- Providing information to the Principal Contractor relating to any information, within the knowledge and expertise of TMR in project and Contract management, on hazards at or in the vicinity of the site and structure.

The Principal will lodge with the "Chief Executive" (as defined under the "Workplace Health and Safety Act 1995") the instrument of appointment of the Contractor as a "Principal Contractor" (as defined under the Act).

6.1 Responsibilities of the Principal's Representative

The Principal's Representative shall be responsible to:

- Provide the services of a Principal's Representative to oversee, on the Principal's behalf, the construction of the Works and to liaise with the Administrator in respect of all construction Contract matters which require the Principal's attention or approval, and for which the Principal has responsibility.
- Exercise the power of the Principal's Representative's as required under the Contract only where the authorities of the Administrator have been limited, up until Contract close out and all securities released.
- Supply to the Administrator all relevant drawings, documentation, proformas, data, material and reports in the Principal's possession which are required for the efficient administration and completion of the Works; and in carrying out the defined duties for Contract Administration and Verification Services.
- Act on behalf of the Principal in respect of overseeing the operations of the Administrator during the construction phase of the Works. To verify the Administrator is fulfilling its obligations under the Contract.
- Attend monthly project site meeting
- To corroborate with the TMR Project Director and TMR Project Manager in ensuring TMR meets its obligations under the Contract and the relevant legislations.

6.2 Responsibilities of the TMR Project Director

- The TMR Project Director is the owner of the Project Safety Plan as contemplated under Section 5.4.4.3 of this brief
- The TMR Project Director is the Principal's Representative in relation to the administering of the Contract Administration Services contract as outlined in this brief (Refer to Section 8).
- The TMR Project Director is a delegate of the Principal's Representative and is authorised to deputise for the Principal's Representative under the Contract as and when the delegate is away and holds the responsibilities of the Principal's Representative with the exception of the following which has not been sub-delegated:
    - Authorisation / approval for works exceeding the Contract Sum, and
    - Authorisation / approved for changes in Project scope, Standards and Specifications.

6.3 Responsibilities of the TMR Project Manager

- The TMR Project Manager shall be responsible for the procurement and financial aspects of the project including but not limited to seeking approval and / or arrange payment for:
    - Cost of Contract Administration Services direct to the Administrator;
    - Costs of specialist consultation/investigations/materials testing organised by the Administrator, where applicable;
    - Costs of Principal's supplied materials; and
    - Necessary financial approval for all Contracts to meet procurement and finance requirements.

The TMR Project Manager is responsible for the following (non-exhaustive):

- As delegated by the Principal's Representative and TMR Project Director.

- Responsible for the ten project management elements
- Corroborate with the Principal's Representative and TMR Project Director to verify the Administrator is fulfilling its duties and responsibilities under the Contract focusing on safety, quality and environmental compliant with the Contract and the relevant legislations.
- Reporting of safety incidents in accordance with the current TMR safety reporting protocol.
- The TMR Project Manager shall arrange public relations activities.
- Attend project weekly and monthly site meeting.
- Deputise TMR Project Director as and when the delegate is away.
- Act as the conduit for the Administrator in liaising with TMR content experts and specialists in carrying the assessment and audit review of the operation requirements, and quality, safety and environmental aspects of the works.
- Complete the Contract Administrator Performance Report in discussion with the Administrator.

7. OFFER SELECTION

7.1 Offer Submission Requirements (Commercial framework)

The offer is to be submitted to email: CentenaryBridgeUpgrade@tmr.qld.gov.au ***by Thursday 18 November 2021 at 2pm***.

Mandatory submission requirements are as follows:

(a) CV (Form A2 – Appendix 2) demonstrates evidence and describe achievements of CA of TIC-CO (or similar to AS2124) in ~~last five~~ recent years similar to the nature and environment of the project mentioned in this brief.

(b) Proposed CA team shall be properly prequalified, competent, and available as per Section 5 of this brief. Individual(s) that is undergoing prequalification under SOA MIP118/11 may be submitted as part of the Offer but the Offer shall be deemed non-conforming if the individual(s) is not prequalified *by close of business Thursday, 25 November 2021.*

(c) The Engagement Period is inclusive of the date of appointment until 3 months after the issue of Final Certificate of the Contract. The indicative Engagement Period is from **6/12/2021 to 6/03/2027** as outlined in Table 3 - Indicative Engagement Period.

(d) The Administrator shall be available within a week from the date of appointment, and the availability of the remaining CA team members shall be as per Section 5 of this brief.

(e) For a conforming submission, Offeror is to confirm the availability of the proposed CA staff in the offer submission.

(f) Nominate the average weekly working hours of individual role of the proposed CA team between date of letter of acceptance of the Contract and the Date of Practical Completion.

(g) Demonstrate robust resource levelling strategy by completing the attached excel file (*Appendix 3*) and addressing the evaluation criteria.

(h) Demonstrate back up resources for each CA role, including CV of the backup resource and lead time to commence services (if required).

(i) Nominate an individual of the proposed CA team, whom will be contactable in the event of emergencies out of working hours, and readily available to attend unplanned safe site access by the Principal on short notice at any time until practical completion of the works under the Contract.

(j) **Table 4 – Trade Items:**

i. Offeror's Total Lump Sum (Fixed Price) from Table 4 - Trade Items schedule to provide CA and surveillance services from Contract award date of the Contract till the issue of Practical Completion Certificate of the Contract, based on a Contract duration of **1460 calendar days**. The proposed rates and total hours are only used in the EC 5 (Table 7)~~for tender selection sensitivity analysis ONLY~~. The Offeror's overhead cost shall be included in the Offeror's lump sum price.

ii. Offeror's nominated daily rate ($/ calendar day) of the CA team (no more than the pro-rata daily rate of the total Lump Sum over the original Contract duration of 1460 calendar days) from 1461 calendar day to Date of Practical Completion of the Contract.

Table 4 - Trade Items

Schedule of Trade Items: Lump Sum (Fixed Price) to provide CA and surveillance services from Contract award date of the Contract till the issue of Practical Completion Certificate of the Contract, based on a Contract duration of **1460 calendar days** plus a nominated daily rate of the CA team for Extension of Time of the Contract from 1461 calendar day to Date of Practical Completion				
Role (different row if rate is different)	**Rate $/hr (ex GST) (variable)**	**Total Hours (variable)**	**Lump Sum (Fixed Price) - 1460 calendar days (Rate x Total Hours) (ex GST)**	**Provisional Sum Item (For variation as described in section 9) (ex GST)**
Administrator*				$1,250,000
Administrator's Representative* - can be more than one				
Site Engineer (Civil)* - can be more than one				
Inspector (Structures)* - can be more than one				
Inspector (Roadworks)* - can be more than one				
Inspector (ITS and Electrical)* - can be more than one				
WHS Auditor*				
Administration Officer/ Technical Support Officer*				
(a) Total Lump Sum price (ex GST)				
(b) Nominated daily rate ($/ calendar day) of the CA team (no more than the pro-rata daily rate of the total Lump Sum over the original Contract duration of **1460** calendar days) from 1461 calendar day to Date of Practical Completion of the Contract.				

Note*: Mandatory requirement for the full engagement at various capacities necessary for proper CA. The proposed WHS Auditor is required to be an Accredited Auditors (Construction) accredited by Workplace

Health and Safety Queensland Accredited auditors for government building and construction projects | WorkSafe.qld.gov.au and are not QLD Government employees.

(k) **Provisional Sum Item under Schedule of Prices No. 1** (Table 5): Principal nominated Provisional Sum Item for extra over resources such as, Road Safety Auditor~~, WHS Auditor,~~ and Environmental Auditor.

- The proposed Road Safety Auditor is required to be prequalified in TMR registration system (https://www.tmr.qld.gov.au/Safety/Road-safety/Road-safety-auditors).
- ~~The proposed WHS Auditor is required to be an Accredited Auditors (Construction) accredited by Workplace Health and Safety Queensland Accredited auditors for government building and construction projects | WorkSafe.qld.gov.au and are not QLD Government employees.~~
- The proposed Environmental Auditor is required to be prequalified in TMR Environmental and Cultural Heritage SOA panel (SPO20/13).

Table 5 - Schedule of Prices No. 1

Schedule of Prices no. 1: Offeror to propose rate and total hours for the Full Engagement Period. Ordering of this schedule is at the discretion of the Principal.				
Role	**Rate $/hr (ex GST)**	**Total Hours**	**Amount – (Rate x Hours) (ex GST)**	**Provisional Sum Item (ex GST)**
Road Safety Auditor		TBC	TBC	$100,000
~~WHS Auditor~~		~~TBC~~	~~TBC~~	
Environmental Auditor		TBC	TBC	

The Offeror's proposed rates will be used in EC 5 (Table 7)~~for tender selection sensitivity analysis.~~

Provisional Sum Item under Schedule of Prices No. 2 (Table 6): Principal nominated Provisional Sum Item for Contract Administration Services on a need basis from the issue of Practical Completion Certificate until three months after the issue of Final Certificate of the Contract. The Offeror is to nominate hourly rate of the CA team applicable from Date of Practical Completion to three months after Date of Final Completion. The Offeror's proposed hourly rates will be used in the EC 5 (Table 7)~~for tender selection sensitivity analysis~~.

Table 6 - Schedule of Prices No. 2

Schedule of Prices no. 2: For 12 months Defects Liability Period from the issue of Practical Completion Certificate to the issue of Final Certificate and 3 months after the issue of Final Certificate for contract finalisation				
Role	**Rate $/hr (ex GST)**	**Hours**	**Amount (Rate x Hours) (ex GST)**	**Provisional Sum Items (ex GST)**
Administrator*		TBC	TBC	$150,000
Administrator's Representative* - can be more than one		TBC	TBC	
Site Engineer (Civil)* - can be more than one		TBC	TBC	
Inspector (Structures)* - can be more than one		TBC	TBC	
Inspector (Roadworks)* - can be more than one		TBC	TBC	
Inspector (ITS and Electrical)* - can be more than one		TBC	TBC	
WHS Auditor*		TBC	TBC	
Administration Officer/ Technical Support Officer*		TBC	TBC	

(l) In summary, the Offer sum is the sum of the following items.

a) Lump Sum Price (ex GST) in Table 4 – Trade Items;
b) Provisional Sum $1,250,000 in Table 4 – Trade Items;
c) Provisional Sum $100,000 in Table 5 – Schedule of Prices No. 1; and
d) Provisional Sum $150,000 in Table 6 – Schedule of Prices No. 2.

Note: The Principal makes no commitment to expend part of or the whole amount of the scheduled amount for the Provisional Sum Items as mentioned in Section 7.1 of this brief.

7.2 Evaluation criteria

To be eligible for consideration, the Offer submission must comply with all the mandatory requirements as mentioned in this brief.

Table 7 - Evaluation Criteria

Evaluation Criteria	Description	Weighting
EC1 – Resource Strategy (Non-Price)	Table 4 Lump Sum component • Please describe in maximum two (2 nos.) A4 page using font Arial and size 11 to demonstrate your **proposed resourcing strategy** is effective and value for money for the Principal in administering the Contract in changing demand and environment during construction. ○ "Effective" means – maintain high safety standard ensuring Client as PCBU meeting the WHS Act and Reg, meeting obligations under the Contract, independent and results oriented, proactive and responsive, and collaborative in the interest of the project. ○ "Value for money" means sensible commercial approach of proposed CA resource with suitable capacity and capability to meet the scope of this brief with due consideration of project risks and governance requirements, Contractor's project delivery method, and sustain emerging adversarial Contract claims. • Please complete the proposed cash flow in attached excel file (***Appendix 3***) for the nominated individuals until practical completion. Please insert role, staff name, and hourly rate (ex GST) in Col B, C, and D respectively. Please insert their weekly hours from Col E to HF, sum up total hours in Col HG, and calculate total lump sum price (ex GST) in Col HH. Do not edit or amend the other cells. A conforming submission requires detailing the individual capacity (as defined in Table 2) and the respective estimated costs per month in attached Excel file.	10%
EC2 – Key Personnel (Non-Price)	Please complete CVs of all nominated personnel (including back up resources for each CA role) using the template provided in ***Appendix 2*** **Form A2**. Maximum three (3 nos.) A4 pages using font Arial and size 11. The response **must** describe achievements in administering TMR TIC-CO or AS2124 contracts in recent years similar to the nature and environment of the project mentioned in this brief, such as bridge construction/ demolition over Brisbane River (or similar), repairs and modifications of existing bridge, complex traffic staging, PUP relocation, and so on. For CV referencing projects of more than 5 years ago, the Offeror is required to demonstrate the knowledge and experience of the nominated personnel is still current and relevant to administering TMR TIC-CO or AS2124 contracts similar to the nature and environment of the project mentioned in this brief. This is to ensure the nominated personnel has the current and relevant knowledge and experience for effective and proper administration of the Contract in the interest of the project.	15%
EC3 – Key Personnel (Non-Price)	Please describe in maximum two (2 nos.) A4 pages using font Arial and size 11 to demonstrate experience and achievements of either your proposed Administrator OR Administrator's Representative in discharging Administrator's duties skilfully and effectively as an Independent Certifier and Agent of the Principal in administering TMR TIC-CO or AS2124 contracts in recent ~~last five~~ years similar to the nature and environment of the project mentioned in this brief by providing: • Two (2) recent examples in successfully (or unsuccessfully) resolving complex (please define) Contract claims with reasons/ learning; and • Two (2) recent examples in applying sound engineering judgement that mitigated potential issues associated with safety, community wellbeing, traffic delays, cost blow out, stakeholder, and reputation. For ~~CV referencing projects~~ examples of more than 5 years ago, the Offeror is required to demonstrate the knowledge and experience of the nominated personnel is still current and relevant to administering TMR TIC-CO or AS2124 contracts similar to the nature and environment of the project mentioned in this brief. This is to ensure the nominated personnel has the current and relevant knowledge and experience for effective and proper administration of the Contract in the interest of the project.	15%

Evaluation Criteria	Description	Weighting
EC4 - CA KRA Plan	The Offeror is required to read the revised GCC, the Best Practice BPIC and the PSTS -06 KRA. As part of the Centenary Bridge Upgrade project, the Supplier will be required to have a strategy in place to ensure the Contractor complies with the revised GCC, the Best Practice BPIC, and the PSTS – 06 KRA. As part of this assessment criteria, the Offeror is to put forward a draft Contract Administration KRA plan outlining: • Surveillance procedures relating to each KRA (one page per KRA), • The way each KRA will be reported to the Principal Representative, • effective management to ensure the Contractor is meeting the agreed targets, • Approach to ensure any failing targets are brought back in line. Page limit 10 pages	15%
EC5 – Offeror's Rates (Price)	Offeror's Total Lump Sum price ~~carry over~~ from Table 4 – Trade Items schedule excludes the Amount for Provisional Sum Items	45%
	Offeror's nominated daily rate of the CA team (from 1461 calendar days till practical completion) ~~carry over~~ from Table 4 - Trade Items ~~will be used for tender selection sensitivity analysis.~~	
	Offeror's unit rates of Road Safety Advisor~~, WHS Auditor,~~ and Environmental Auditor ~~carry over~~ from Table 5 – Schedule of Price No. 1 ~~will be used for tender selection sensitivity analysis.~~	
	Offeror's unit rates of CA team members ~~carry over~~ from Table 6 - Schedule of Price No. 2 ~~will be used for tender selection sensitivity analysis.~~	

7.3 Evaluation Process

Selection of Best Value Offer is based on the optimum combination of submitted Lump Sum price and the acceptable risks to the Principal. The selection and appointment of the CA team is at the absolute discretion of the Principal. The Offer assessment panel will consider risks associated with:

(a) Offeror ability to resource adequately to meet the requirements of this brief

(b) Relevant experience and performance of Contract Administration Services on TMR or other client's projects in the last 5 years

The Offer evaluation process will involve an assessment of Offers received against the weighting as set out above. The evaluation process may also involve discussions with Offerors, reference checks, and/or a meeting(s) with short-listed Offerors.

7.3.1 Price criteria rating

The price weighting formula to be used in the assessment shall be as follows:

Price Score (PS) = $5 + 10 \times \{(\$_M - \$_T) / \$_M\}$

Where:

- $\$_M$ = Median Price for three (3) or more offers, or the mean price if two (2) are being considered.
- $\$_T$ = Offeror's amounts~~Offered Price~~. The offeror's amounts ~~offered Price~~ may be adjusted by the panel to make allowance for any conditions / additions / identified by the Offeror.

Note: Where the use of the formula gives a price rating result which is:

- Negative, then the adopted price rating shall be 1; or
- Greater than 10, then the adopted price rating shall be 10.

Price Index (PI) = Sum of all (PS x PSW)

7.3.2 Non price criteria rating

NPI (Non-Price Index) = Sum of all (NPS x NPW)
The non-price score (NPS) will be rated between 1 and 10 as per the table below.

Non-Price Score (NPS)	Description
0	Totally fails to satisfy requirement (eg. no response)
1	Fails to satisfy requirement (eg. poor response)
2	Minimally satisfies requirement
3	Partially satisfies requirement
4	Almost satisfies requirement
5	Satisfies requirement
6	Exceeds requirement
7	Exceeds requirement +
8	Superior satisfaction of requirement
9	Superior satisfaction of requirement +
10	Excellent satisfaction of requirement

7.3.3 Best Value Offer

The best value offer shall be represented by the best Value Index (BVI):
Best Value Index (BVI) = Price Index (PI) + Non-Price Index (NPI)

8. CONTRACT ADMINISTRATION

For the purpose of administering the Contract Administration Services contract, the Principal shall be the State of Queensland acting through TMR.

Unless otherwise advised, representing the Principal shall be Jeffrey Weeks, TMR Project Director. All communication should be directed in writing to

Name: Jeffrey Weeks

Phone: [redacted]

Email: [redacted]

9. PAYMENT CLAIM AND VARIATIONS

Variation to Trade Items Schedule:

(a) The nominated Administrator or the Administrator's Representative may be required to provide review comments for Stage 2 tender assessment for the Contract. The payment will be based on hourly rate consistent to the rates in the SOA MIP118/11 appropriate to the short-term, medium-term and long-term period and is scheduled in Table 4 Provisional Sum.

(b) The Principal shall not pay in full of the submitted lump sum price if practical completion is achieved earlier than the timeline **1460** days nominated for the period for the lump sum price. Cost saving will be calculated using the Supplier's nominated daily rate in Table 4 - Trade Items.

(c) Payment for contract extension of time from 1461 calendar day to Date of Practical Completion of the Contract will be calculated based on the Supplier's nominated daily rate of the CA team from Table 4 - Trade Items. The nominated daily rate from Table 4 - Trade Items shall be no more than the pro-rata daily rate of the Lump Sum over the original Contract duration of **1460** calendar days.

(d) From Date of Practical Completion to 3 months after the end of 12 months Defects Liability Period, the CA resource is as required. The payment will be based on ~~hourly rate consistent to the rates in the SOA MIP118/11 appropriate to the short-term, medium-term and long-term period and is scheduled in Table 6 – Schedule of Prices No. 2.~~ the Supplier's nominated hourly rates of the CA team from Table 6 – Schedule of Prices No. 2.

(e) Additional resources to administer out of scope project works may be considered if the Supplier can demonstrate the effort required is beyond the capacity/ capability of the original proposed team appropriate to the project environment at the time. Valuation shall be based ~~the appropriate hourly rate consistent to the rates in the SOA MIP118/11 appropriate to the short-term, medium-term and long-term period and is scheduled in Table 4 – Trade Items~~ on the Supplier's nominated hourly rates of the CA team from Table 4 – Trade Items.

Progress payments will be made on a monthly basis. Monthly payment is on the basis of work performed satisfactorily based on the monthly cost estimates and the conforming resource levelling in ***Appendix 3***. Payment claim is to be submitted to the Principal's Representative via the TMR Project Director. Payment will be made within 28 days of receipt of each properly completed invoice. Invoice is to be submitted by email to Metropolitan.Finance@tmr.qld.gov.au attention to the Principal's Representative and a copy to the TMR Project Director and TMR Project Manager, if roles are held by different individuals.

10. TERMS AND CONDITIONS

The Standing Offer Arrangement Conditions for the provision of goods/services version 003 dated 1 July 2011 will be applicable. Where there is inconsistency with this brief, the Offeror is encouraged to clarify with the Principal. However, the intent is that this brief will take precedence on any conflicting information found between the two mentioned documents.

11. INSURANCE

On or before the Date of Acceptance of the Offer, the successful Offeror shall effect the following policy of insurance in relation to the Contract Administration Services:

(a) Professional Indemnity Insurance – covering loss arising from the professional services provided for the project up to a limit of $10M for a period of (10) years.

(b) Public Liability Insurance – covering third party injury or damage to third party property up to a limit of $20M any one claim

(c) Workers' Compensation Insurance in accordance with the *Workers' Compensation and Rehabilitation Act 2003 (Qld)*;

(d) Insurance for vehicles/plant and/or machinery

Before commencement of the Contract Administration Services, the prospective Supplier shall provide proof of valid insurance policies and upon request at any time during the Engagement Period. In addition, the Principal may ask for the product disclosure statement to assess any exceptions to the coverage.

12. INTELLECTUAL PROPERTY

All intellectual property created by the Contract Administrator and its team will vest in the Principal.

13. ETHICAL SUPPLIER

(a) The consultant must comply with the Ethical Supplier Threshold to be considered for this invitation processes.

(b) The consultant must complete the Ethical Supplier Threshold (Appendix 4). Any response indicating non-compliance with the Ethical Supplier Threshold criteria and without valid justification to the satisfaction of the Principal, the tender submission may be deemed as non-conforming.

(c) Ethical Supplier Threshold means the Ethical Supplier Threshold in paragraph 2.3 of the QPP as published on the Department of Housing and Public Works' website: www.hpw.qld.gov.au

14. CRIMINAL HISTORY SCREENING

Where a contractor/ consultant is dealing with highly protected, sensitive or confidential information / systems, a Criminal History Check (CHC) will be required. In all other cases the request for a CHC will be considered based on the nature of the tasks undertaken during the course of the contract.

By submitting an Offer, an Offeror agrees to, and will ensure its employees, key personnel and subcontractors (as outlined in Table 8) agree to, undergo a (CHC) which includes providing any information (including personal information), consent and documents. Only the successful Offeror will be required to undergo a CHC on award of the contract. The CHC may take 28 days.

Where a charge or conviction has been assessed as presenting a significant risk or impacting on the contractor/consultant's ability to undertake the work, the Principal will make a decision on the course of action to be taken. Options for actions are:

- terminate the contractor/consultant;
- request that a suitable replacement is found from within the contractor/consultant's organisation, providing the contractor/consultant is not a sole trader; or
- terminate the contract.

Table 8 – Criminal History Checks Requirements

Role	Criminal History Check Required (Yes / No)
Administrator	Yes
Administrator's Representative	Yes
Site Engineer (Civil)	Yes
Inspector (Structures)	No
Inspector (Roadworks)	No
Inspector (ITS and Electrical)	No
WHS Auditor	Yes
Technical Support Officer	Yes

14.1 After Contract Award

All contractors or consultants are required to advise the Principal, if during the contract term, they have been charged with and/or convicted of an indictable offence. The Principal will then contact the Director (Employee Relations) for assistance through the process to manage contractors/consultants charged with and/or convicted of an indictable offence. In the event that a criminal charge or conviction is declared, the Principal will decide whether the criminal charge or conviction directly affects the contractor/consultant's ability to perform the contract duties or if it presents a heightened security risk. The Principal will consider:

- the contract's scope of work
- the Principles outlined in the TMR guidance note titled "Criminal History Screening of Contractors and Consultants";
- any ethical or professional conflicts that may arise between the offence and the contract duties

After consideration of the issues involved, the Principal may:

- take no further action
- terminate the contractor/consultant and request a replacement resource, providing the contractor/consultant is not a sole trader
- terminate the contract. [end of document]

STANDING OFFER ARRANGEMENT CONDITIONS

For the provision of Goods and/or Services

Version 004 – dated 1 July 2012

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Queensland Government

Introduction

The Department of Housing and Public Works maintains and publishes the Queensland Government terms and conditions ensuring that any new legal and legislative requirements are incorporated. The terms and conditions are reviewed annually to ensure that the conditions adequately address specific and emerging procurement practices and trends.

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STANDING OFFER ARRANGEMENT CONDITIONS

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In these Standing Offer Arrangement Conditions, unless the context otherwise requires, the following definitions will apply:

"Additional Provisions" means the departures from and additions to the Specifications or Standing Offer Arrangement Conditions and/or any additional terms and conditions that are:
(a) specified in Section 5 of the Invitation; and/or
(b) agreed between the Principal and Contractor as specified in Schedule 3 of the Deed of Agreement;

"Approved Expenses" means the Contractor's expenses (if any) which have been agreed between the Principal and Contractor, as specified in Schedule 2, and approved by the Customer prior to any expenditure being incurred, as specified in item 11 of Schedule A;

"Arrangement" refer to definition of "*Standing Offer Arrangement*";

"Arrangement Commencement Date" means:
(a) the date specified in item 5 of Schedule 1;
(b) the date otherwise agreed in writing between the Parties; or
(c) if neither (a) nor (b) apply, the date of execution of the Deed of Agreement, and if the Deed of Agreement is executed by the Parties on different dates, the date the last Party to the Deed of Agreement gives Notice to the other Party that it has executed the Deed of Agreement;

"Arrangement Completion Date" means the expiry date specified in item 6 of Schedule 1, or as otherwise agreed in writing between the Parties, and includes an extension of that date in accordance with clause 31;

"Arrangement Term" means the term of the Arrangement, as specified in item 7 of Schedule 1;

"Business Day" means between 9.00am and 5.00pm on a day other than a Saturday, Sunday or public holiday, in relation to the:
(a) Arrangement - at the Principal's address; or
(b) Contract – at the Customer's address;

"Conditions of Contract" means the terms and conditions of a Contract as specified in Division B of these Standing Offer Arrangement Conditions and any Additional Provisions;

"Confidential Information" means information of, or supplied by, the Principal or Customer that:
(a) is by its nature confidential;
(b) is designated as confidential, including the information specified in item 5 of Section 1 of the Invitation (if applicable); or
(c) the Contractor knows or ought to know is confidential;
and includes information:
(d) comprised in or relating to any Intellectual Property Rights of the Principal or Customer;
(e) concerning the internal management and structure, personnel, processes and policies, commercial operations, financial arrangements or affairs of the Principal or the Customer;
(f) that is of actual or potential commercial value to the Principal or Customer; and
(g) relating to the clients or suppliers of the Principal or Customer;
but does not include information that:
(h) was already in the possession of the Contractor and not subject to an obligation of confidentiality, is lawfully received from a third party or independently developed by the Contractor; or is public knowledge other than through a breach of an obligation of confidentiality;

"Conflict of Interest" means having an interest (whether personal, financial or otherwise) which conflicts or may reasonably be perceived as conflicting with the ability of the Contractor to perform its obligations under the Arrangement or a Contract fairly and objectively;

"Contract" means a legally binding contract as agreed between a Customer and the Contractor in accordance with the Arrangement, the terms of which are set out in the Documents specified in clause 41.2;

"Contract Commencement Date" means:
(a) the date specified in item 5 of Schedule A;
(b) as otherwise agreed in writing between the Parties; or
(c) if neither (a) nor (b) apply, the date on which the Contractor is deemed to receive an Order;

"Contract Completion Date" means the expiry date specified in item 6 of Schedule A, or as otherwise agreed in writing between the Customer and Contractor, or as extended in accordance with clause 43.2;

"Contract Material" means New Contract Material and Existing Contract Material;

"Contract Term" means the term of the Contract, as specified in item 7 of Schedule A;

"Contractor" means in relation to the:
(a) Arrangement - the entity specified in item 3 of Schedule 1; and
(b) Contract – the entity specified in item 4 of Schedule A;

"Correctly Rendered Invoice" means an invoice:
(a) in which the amount claimed is due for payment in accordance with the Contract;
(b) in which the amount claimed is correctly calculated in accordance with the Contract;
(c) which correctly identifies the Goods and/or Services supplied;
(d) which, if GST applies is a valid tax invoice under the GST Legislation; and
(e) which complies with clause 11.2;

"Customer" means in relation to the:
(a) Arrangement – the State of Queensland and the entities referred to in clause 16.1, unless otherwise specified in item 4 of Schedule 1; and
(b) Contract – the State of Queensland or other entity specified in item 2 of Schedule A;

"Deed of Agreement" or "Deed" means the deed entered into between the Principal and Contractor including the Schedules 1, 2 and 3 as completed by the Principal, and any other attached schedules under which the Arrangement is established;

"Deliverables" means in relation to the:
(a) Arrangement - the Goods and/or Services specified in Schedule 2; and
(b) Contract – the Goods and/or Services specified in an Order;

"Delivery" means the transfer of possession of the Goods to the Customer, at the Customer's Site or other delivery address notified by the Customer to the Contractor in writing;

"Delivery Period" means:
(a) Arrangement – the period specified in item 11 of Schedule 1; or
(b) Contract – the period specified in item 9 of Schedule A,
in which the Goods will be supplied and/or the Services will be performed by the Contractor to the Customer;

"Document" includes:
(a) any paper or other material on which there is writing;
(b) any paper or other material on which there are marks, figures, symbols or perforations having a meaning for persons qualified to interpret them;
(c) any article or material from which sounds, images or writings are capable of being reproduced with or without the aid of any other article or device; or
(d) a document in electronic form;

"Existing Contract Material" means any material that:
(a) exists at the Contract Commencement Date; or
(b) is produced after the Contract Commencement Date, independently of the Contract, and
which is provided in connection with or forms part of any Deliverable;

"Financial Security" means the unconditional financial security in a form set out in the '*Supplementary Provisions - Standing Offer Arrangement*' document - '*Financial Security'* which is available from the Department of Housing and Public Works' website: *www.hpw.qld.gov.au* under '*Supply and disposal/Government procurement'* or other form of unconditional financial security in a form acceptable to the Principal, as specified in item 14 of Schedule 1;

"Goods" means the material, plant, item or equipment as specified in the:
(a) Arrangement - Schedule 2; and
(b) Contract - item 10 of Schedule A;

"GST" means a goods and services tax imposed by or through the GST Legislation;

"GST Amount" means the amount of GST payable in respect of any taxable supply under the Contract, calculated at the rate of GST applicable at the time;

"GST Legislation" means *A New Tax System (Goods and Services Tax) Act 1999* (Cth) and any related tax imposition law (whether imposing tax as a duty of customs excise or otherwise) and includes any legislation which is enacted to validate, recapture or recoup the tax imposed by any of such laws;

"Intellectual Property Rights" includes all copyright, trade mark, design, patent or other proprietary rights, or any rights to registration of such rights existing in Australia, or elsewhere or as protected by legislation from time to time, whether created before, on or after the Contract Commencement Date, but excludes Moral Rights;

"Invitation to Offer" or "Invitation" means the documentation issued by the Principal, inviting offers for the provision of the Goods and/or Services (if applicable);

"Key Personnel" means the representatives of the Contractor specified in item 16 of Schedule A (if applicable);

"Machinery of Government Change" means a transfer of responsibility, function or operations in whole or in part, from a Queensland Government department or agency or Queensland Government Body to another Queensland Government department or agency or Queensland Government Body;

"Moral Rights" means the right of integrity of authorship, the right of attribution of authorship and the right not to have authorship falsely attributed, more particularly as conferred by the *Copyright Act 1968* (Cth) and rights of a similar nature anywhere in the world whether existing before, on or after the Contract Commencement Date;

"New Contract Material" means any material that is created, written or otherwise brought into existence by or on behalf of the Contractor in the course of performing the Contract;

"Non-Government Organisation" or "NGO" means a body (including a private school), other than a Queensland Government department, agency or Queensland Government Body, which is:
(a) directly or indirectly, partially or entirely funded by the State of Queensland;
(b) a community based, non-profit making organisation performing community services; and/or
(c) another entity,
from time to time approved by the State of Queensland acting through the Department of Housing and Public Works - Queensland Government Chief Procurement Office to procure Goods and/or Services pursuant to a Contract in accordance with the Arrangement;

"Notice" means a notice in writing under or in connection with the Arrangement and/or Contract from one Party to the other Party;

"Occurrence" means either a single occurrence, or a series of occurrences which arise out of or in connection with the same circumstances;

"Offer" means the offer submitted by the Contractor in response to the Invitation if an Invitation was issued;

"Order" means an order:
(a) substantially in the form of Schedule A; or
(b) in another form of Document which is acceptable to the Customer and contains substantially the same information as Schedule A,
by which the Customer accepts the Standing Offer and creates a Contract between the Customer and Contractor to supply the Goods and/or perform the Services specified in the Order;

"Parties" means in relation to the:
(a) Arrangement – the Principal and the Contractor; and
(b) Contract – the Customer and Contractor;

"Performance Guarantee" means the performance guarantee, in the form set out in the '*Supplementary Provisions - Standing Offer Arrangement*'' document –'*Performance Guarantee*' which is available from the Department of Housing and Public Works' website: *www.hpw.qld.gov.au* under '*Supply and disposal/Government procurement*' or other form of performance guarantee in a form acceptable to the Principal, as specified in item 13 of Schedule 1;

"Personal Information" is information or an opinion, including information or an opinion forming part of a database, whether true or not, and whether recorded in a material form or not, about an individual whose identity is apparent, or can reasonably be ascertained, from the information or opinion;

"Price" and "Pricing" means the itemised prices and/or the price calculated by reference to a schedule of rates payable by the Customer for a Deliverable, as specified in Schedule 2 and in item 10 of Schedule A, and (unless otherwise specified in Schedule 2 or item 10 of Schedule A) is inclusive of packaging, handling, freight, GST and all other duties, taxes and charges;

"Principal" means the State of Queensland or other entity specified in item 2 of Schedule 1;

"Principal's Authorised Officer" means the person specified in item 8 of Schedule 1, who is the Principal's representative and point of contact for the Arrangement;

"Project Manager" means the person nominated by the:
(a) Principal to oversee and supervise the technical requirements of the Specifications under the Arrangement, as specified in item 9 of Schedule 1, or other person nominated from time to time by the Principal as the Project Manager; and/or
(b) Customer to oversee and supervise the technical requirements of the Specifications relating to the Contract, as specified in item 12 of Schedule A, or other person nominated from time to time by the Customer as the Project Manager;

"Queensland Government Body" means any of:
(a) a body corporate or an unincorporated body established or constituted for a public purpose by the State of Queensland legislation, or an instrument made under that legislation (including a local authority);
(b) a body established by the State of Queensland through the Governor or a Minister; or
(c) an incorporated company over which the State of Queensland exercises control;

"Records" means all material including but not limited to books, Documents, information computer software, equipment and data stored by any means disclosed, or made available, by the Principal and/or a Customer to the Contractor in connection with the performance of the Arrangement and/or any Contract and includes a copy of such material;

"Schedule" means the schedules which are part of the Arrangement and/or a Contract;

"Services" means the services as specified in the:
(a) Arrangement – Schedule 2; and
(b) Contract - item 10 of Schedule A;

"Site" means the place or places as specified in item 8 of Schedule A where the Goods and/or Services are to be supplied, installed, delivered and/or maintained;

"Specifications" means the detailed description of the Principal's requirements:
(a) as specified in Section 3 of the Invitation (if applicable); or
(b) as specified, attached or referenced in the Deed of Agreement;

"Standing Offer" means the Contractor's standing offer to supply the Goods and/or Services in accordance with the Arrangement for the Arrangement Term;

"Standing Offer Arrangement" or "Arrangement" means an arrangement (including without limitation a standing offer arrangement, a register of pre-qualified suppliers, panel arrangement or preferred supplier arrangement) entered into by the Principal and the Contractor by executing a Deed of Agreement which comprise the documents specified in clause 5.2;

"Standing Offer Arrangement Conditions" or "Arrangement Conditions" means these terms and conditions of the Arrangement (Divisions A and B) and any Additional Provisions.

1.2 Interpretation

1.2.1 In these Standing Offer Arrangement Conditions the index and clause headings have been inserted for ease of reference only and are not intended to affect the meaning or interpretation of these Standing Offer Arrangement Conditions.

1.2.2 The following rules apply in interpreting these Standing Offer Arrangement Conditions unless the context otherwise requires:

(a) words importing a gender include the other gender;
(b) words in the singular include the plural and vice versa;
(c) all dollar amounts refer to Australian currency;
(d) a reference to any legislation includes any subordinate legislation made under it and any legislation amending, consolidating or replacing it;
(e) a reference to an entity or person includes an individual, corporation, partnership or other legal entity;
(f) a party includes its executors, administrators, liquidators, successors and permitted assigns;
(g) "consent" means prior written consent;
(h) "in writing" means either by letter, email or facsimile;
(i) a reference to a clause, attachment or annexure is a reference to a clause, attachment or annexure to these Standing Offer Arrangement Conditions;
(j) if a day on which an act is to be done is a Saturday, Sunday or public holiday in the place where the act is to be done, the act may be done on the next Business Day in that place, unless the Parties agree otherwise;
(k) if any expression is defined, other grammatical forms of that expression will have corresponding meanings, unless the context otherwise requires;
(l) a reference to a clause is a reference to all of its sub-clauses;
(m) a document or agreement or a provision of a document or agreement, is a reference to that document, agreement or provision as amended, supplemented, replaced or novated; and
(n) a Schedule forms part of the document to which it is attached.

DIVISION A – ARRANGEMENT

2. PRINCIPAL

2.1 The Principal is responsible for the administration of the Arrangement on behalf of the State of Queensland and has authority to act on behalf of the State of Queensland in this respect.

2.2 The Principal will be entitled to suspend, in accordance with clause 32, or terminate, in accordance with clause 34, the Arrangement.

3. NATURE OF THE ARRANGEMENT BETWEEN THE PRINCIPAL AND THE CONTRACTOR

3.1 A Customer may accept the Standing Offer by placing an Order with the Contractor.

3.2 A Contract is formed whenever a Customer places an Order with the Contractor for the supply of the Goods and/or Services, and the Contractor must supply the Goods and/or Services in accordance with the Arrangement and the Contract.

3.3 Nothing in the Arrangement creates any obligation on the Contractor to provide Goods and/or Services to the Principal.

3.4 Where the Principal and the Customer are the same legal entity, clause 3.3 only applies to the Principal in its capacity as Principal.

3.5 The Principal may enter into an agreement with other contractors to provide the goods and/or services which are identical or similar to the Goods and/or Services.

4. CUSTOMER MAY ENFORCE THE ARRANGEMENT

4.1 Any Customer, although not a party to the Arrangement, may take the benefit of, and seek to enforce, the Arrangement to the extent that such enforcement is required to enable the Customer to obtain the benefit of a Contract with the Contractor.

5. FORMATION OF THE ARRANGEMENT

5.1 The Arrangement is formed upon the execution of the Deed of Agreement by the Principal and the Contractor.

5.2 The following Documents constitute the entire Arrangement between the Principal and the Contractor:

(a) the Deed of Agreement (including Additional Provisions);

(b) these Standing Offer Arrangement Conditions;

(c) Specifications;

(d) Offer (to the extent accepted under the Deed of Agreement); and

(e) any other Document, in whole or in part, forming part of the Arrangement, as agreed in writing and executed by the Principal and Contractor.

5.3 Subject to clause 5.4, in the event of any conflict between the Documents specified in clause 5.2, the order of precedence to resolve the conflict will be in the above order.

5.4 Any Additional Provisions which purport to take away or reduce the entitlements that would otherwise be provided to the Principal under clause 37.11 are null and void.

5.5 The Arrangement supersedes all prior representations, agreements, statements and understandings between the Principal and Contractor, whether oral or in writing relating to the subject matter of the Arrangement.

6. ARRANGEMENT TERM

6.1 The Arrangement Term will commence on the Arrangement Commencement Date and, unless terminated sooner in accordance with clause 34, will continue until the Arrangement Completion Date.

6.2 The Arrangement Term may be extended at the entire discretion of the Principal, for a further period as specified in item 7 of Schedule 1, by Notice given by the Principal to the Contractor. Any extended Arrangement Term will be governed by the same terms and conditions as the Arrangement, unless otherwise agreed between the Parties.

7. TRANSFERABILITY / PORTABILITY OF THE ARRANGEMENT

7.1 Notwithstanding any provision of the Arrangement, the Principal is entitled, by giving a Notice to the Contractor, to freely transfer its rights and responsibilities under the Arrangement either in whole or in part, to a Queensland Government department or agency that is part of the same legal entity as the Principal.

7.2 Notwithstanding any provision of the Arrangement, the Principal is entitled, by giving a Notice to the Contractor, to freely transfer its rights and responsibilities under the Arrangement, either in whole or in part, to a Queensland Government department or agency or Queensland Government Body that is not part of the same legal entity as the Principal, but only as a consequence of a Machinery of Government Change.

7.3 If clause 7.2 applies, the Contractor must execute a deed of novation in a form as set out in the '*Supplementary Provisions Standing Offer Arrangement*' document available from the Department of Housing and Public Works' website: *www.hpw.qld.gov.au* under '*Supply and disposal/Government procurement*' or by contacting the Principal's Authorised Officer. The Contractor must execute and return this deed of novation to the Principal within five (5) Business Days from receipt of a Notice from the Principal advising of the transfer and requiring the Contractor to execute the deed of novation.

8. ROLE OF THE PRINCIPAL'S AUTHORISED OFFICER AND PROJECT MANAGER

8.1 The Principal's Authorised Officer will be the primary liaison and point of contact between the Principal and the Contractor in relation to the management of the Arrangement, any variations to the Goods and/or Services, or any matters affecting the terms and conditions of the Arrangement.

8.2 The Contractor must:

(a) liaise with and report to the Principal's Authorised Officer about the performance of the Arrangement;

(b) attend meetings with, or provide briefings to the Principal's Authorised Officer, as required from time to time; and

(c) promptly comply with any request or direction given by the Principal's Authorised Officer, in accordance with the Arrangement, in relation to the performance of the Arrangement.

8.3 The Project Manager is the Principal's technical representative responsible for the detail and accuracy of the Specifications in the Arrangement. The Project Manager is not authorised either apparently or ostensibly to amend the Arrangement or enter into any Contract on behalf of the Principal.

9. LIST OF GOODS AND/OR SERVICES AND PRICING UNDER THE ARRANGEMENT

9.1 The Contractor agrees to provide the Goods and/or Services at the Price specified in Schedule 2, to a Customer in accordance with the Arrangement, and any Contract formed in accordance with clause 41.

9.2 The Principal is not obliged to purchase any Goods and/or Services from the Contractor in accordance with the Arrangement.

9.3 Where the Contractor seeks to increase or decrease the Price for the Goods and/or Services to take into consideration:

(a) movements in the relevant exchange rates as it affects the Goods, if specified in Schedule 2;

(b) movements in the relevant published Australian Bureau of Statistics (ABS) Index (eg. Consumer Price or Product Price Index), as it affects the Goods and/or Services, if specified in Schedule 2;

(c) other factors as they affect the Goods and/or Services, if specified in Schedule 2; and/or

(d) any variation in any tax, duty or charge as it affects the Goods and/or Services,

the Contractor must give Notice to the Principal in accordance with clause 31 and such Notice must include evidence to substantiate the basis of the Price increase or decrease.

9.4 If the Contractor's request to increase or decrease the Price for the Goods and/or Services is rejected by the Principal, the Arrangement will remain unvaried.

10 NEGOTIATION FOR INCREASED BULK PURCHASE DISCOUNTS

10.1 The Principal may request quotations from the Contractor for:

(a) discounts on volume purchases of Goods and/or Services on behalf of a Customer; and/or

(b) aggregate purchases of Goods and/or Services on behalf of Customers.

10.2 The Contractor must promptly make any negotiated volume or bulk purchase discounts available to all Customers entitled to the benefit of the Arrangement, for future Contracts, and amend the Price to reflect the volume or bulk purchase discounts.

11. PAYMENT

11.1 The Price will be payable in the manner specified in Schedule 2. The Contractor must submit a Correctly Rendered Invoice to the Customer, and the Customer will pay the Correctly Rendered Invoice at the times specified in item 10 of Schedule A.

11.2 The Correctly Rendered Invoice submitted by the Contractor must:

(a) specify the Goods and/or Services and the name of the Customer's Project Manager (if applicable);

(b) identify the Order number and specific details pertaining to that Order (if applicable);

(c) include sufficient details to allow the Customer to assess progress against milestones (if applicable);

(d) for Services carried out on a time basis, be supported by records of time spent by individuals involved in the Services and verified by the Contractor;

(e) itemise Approved Expenses claimed; and

(f) identify any discounts given.

11.3 Upon receipt of an invoice, the Customer may require the Contractor to provide additional information or documentary evidence to enable the Customer to determine whether or not an amount is payable.

11.4 A Customer may pay a Correctly Rendered Invoice by either corporate credit card, of a type accepted by the Contractor, or by an electronic facility as specified in Schedule 2.

11.5 The Contractor must not charge, or pass on to, the Customer any fees, costs or charges associated with the use of the corporate credit card or electronic facility.

12. GST

12.1 The Price is inclusive of GST and:

(a) the Customer is not required to pay a GST Amount in addition to the Price; and

(b) the Contractor must remit the GST Amount to the Commissioner of Taxation in accordance with the GST Legislation.

12.2 Where the amount of GST collected by the Contractor under a Contract differs, for any reason, from the amount of GST paid or payable by the Contractor to the Commissioner of Taxation, including but not limited to:

(a) an amendment to the GST Legislation;

(b) the issue of a ruling or advice by the Commissioner of Taxation;

(c) a refund of GST to the Contractor in respect of any supply made under the Contract; or

(d) a decision of any tribunal or court,

then the Contractor must issue an appropriate GST adjustment note and the difference must be paid by or to the Customer as the case may be.

13. REQUIREMENTS FOR GOODS AND/OR SERVICES

13.1 All Goods and/or Services provided by the Contractor to a Customer under a Contract in accordance with the Arrangement, unless otherwise specified by the Principal, must comply in all aspects with:

(a) the terms of the Arrangement and any Contract, including but not limited to the Specifications;

(b) applicable legislative requirements;

(c) any applicable Government code, policy or guideline; and

(d) any current Australian/New Zealand Standard and where an Australian/New Zealand Standard does not exist, the relevant current International Standard (ISO),

including any that may be introduced or varied during the Arrangement Term, which govern the provision of the Goods and/or Services.

13.2 All Goods supplied by the Contractor to a Customer must be in a new and unused condition and of recent origin, unless otherwise specified in item 10 of Schedule 1.

13.3 All Goods supplied by the Contractor to a Customer must be suitably packed and otherwise appropriately prepared for transportation.

13.4 Risk and title in the Goods (free of all encumbrances and interests) will pass to a Customer upon Delivery.

13.5 Without limiting the Contractor's obligations, the Contractor must ensure that any manufacturer's or supplier's warranty that applies to the Goods will be transferred to a Customer, at no cost to the Customer.

13.6 Without limiting any other rights a Customer may have, where any part of the Goods are not supplied in accordance with the Contract, a Customer may at its entire discretion, by Notice to the Contractor:

(a) reject the Goods, or part of the Goods;

(b) require the Contractor to promptly supply or supply again the Goods, or part of the Goods; and/or

(c) require the Contractor to promptly correct any defect or omission.

13.7 Where a Customer rejects Goods in accordance with clause 13.6:

(a) a Customer is not required to pay for the rejected Goods, and any amounts paid by the Customer in respect of the rejected Goods must be refunded by the Contractor within ten (10) Business Days of the Notice given in accordance with clause 13.6; and

(b) a Customer may either return any rejected Goods to the Contractor or by Notice to the Contractor, require the Contractor to remove the rejected Goods within five (5) Business Days of receipt of the Notice by the Contractor.

13.8 The Contractor must meet all costs of and incidental to the discharge of its obligations in accordance with clauses 13.6 and 13.7(b), including, but not limited to, any packaging, handling, freight, disassembly and reassembly costs.

14. CONTRACTOR'S OBLIGATIONS

14.1 The Contractor will be responsible for the supply and/or performance of all personnel and/or equipment, necessary for the proper supply of the Goods and/or performance of the Services.

14.2 When supplying the Goods and/or performing the Services, the Contractor must:

(a) take all measures to protect people and property;

(b) avoid unnecessary interference with the passage of people and vehicles; and

(c) prevent nuisance and unreasonable noise and disturbance.

14.3 The Contractor:

(a) warrants that it has the necessary skills and expertise to complete the Contract; and

(b) will ensure that its officers, employees, agents and sub-contractors have the necessary skills and expertise to perform those obligations of the Contract, which are allocated to them by the Contractor.

15. TRANSACTING WITH A CUSTOMER

15.1 The Contractor acknowledges that there has been no representation by the Principal (even if the Invitation invited offers for a common use whole-of-government supply strategy) that on the entering into of the Arrangement, the Contractor will necessarily receive any orders from any Customer in accordance with the Arrangement.

15.2 A Customer may enter into a Contract with the Contractor by placing an Order at any time until the Arrangement Completion Date, and the Contractor will be bound by any such Order, unless the Arrangement:

(a) is suspended; or

(b) has been terminated,

at the time the Order is placed.

15.3 An Order will be deemed to be received:

(a) if posted – two (2) Business Days after the date of posting;

(b) if delivered by hand during a Business Day – on the date of delivery;

(c) if faxed - on the date the sender's facsimile machine notes a complete and successful transmission; or

(d) if emailed – on the date recorded on the device from which the Customer sent the email, unless the Customer receives an automated message that the email has not been delivered,

except that a delivery by hand, fax or email received after 5:00pm (local time of the receiving Party) will be deemed to be given on the next Business Day.

15.4 The Arrangement is not an exclusive arrangement with the Contractor, even if the Invitation invited offers for a common use whole-of-government supply strategy, and the Customer may, at its entire discretion, enter into a contract with other contractors to provide the Goods and/or Services.

15.5 A Customer is not obliged to request any or a minimum number of Goods and/or Services from the Contractor under the Arrangement.

16. UTILISATION OF THE ARRANGEMENT BY OTHER ENTITIES

16.1 The Principal reserves the right to allow Queensland Government departments or agencies, Queensland Government Bodies, Non-Government Organisations and/or the Commonwealth, States or Territories to purchase the Goods and/or Services under the Arrangement.

17. DELIVERY PERIOD

17.1 The Contractor agrees to supply the Goods and/or perform the Services in the Delivery Period specified in item 11 of Schedule 1, to a Customer in accordance with the Arrangement and any Contract.

18. PERFORMANCE REVIEW

18.1 A periodic review of the Contractor's performance in respect of the Arrangement and any Contract will be undertaken by the Principal to assess the Contractor's performance and its eligibility to continue to be a participant in the Arrangement. The extent of the Goods and/or Services covered by the performance review will be based on the Contractor's performance under the Arrangement and the performance review criteria (e.g. key performance indicators or performance standards) as specified in item 12 of Schedule 1.

18.2 The Contractor must also attend any Arrangement performance evaluation meetings and provide such documentation, reports and data as specified in item 12 of Schedule 1, as and when required by the Principal.

18.3 The Principal will monitor the performance of the Contractor annually, or such other period as specified by the Principal, during the Arrangement Term.

19 PERFORMANCE GUARANTEE

19.1 The Contractor must, if specified in item 13 of Schedule 1, or if requested by the Principal during the Arrangement Term, arrange within ten (10) Business Days from receipt of a Notice, or such other period agreed between the Parties, for a guarantor, approved by the Principal, to execute a Performance Guarantee in a form acceptable to the Principal.

19.2 The Performance Guarantee will be held as security for the due and proper performance of all obligations of the Contractor under any Contract established as a result of the Arrangement.

19.3 All charges incurred by the Contractor in obtaining, maintaining and releasing the Performance Guarantee in accordance with this clause 19 must be met by the Contractor.

19.4 A Customer is entitled to rely upon the Performance Guarantee, which has been put in place by the Contractor in accordance with clause 19.1.

19.5 A claim by the Principal against the Contractor's Performance Guarantee in relation to one or more Contracts, must not have the effect of extinguishing the Performance Guarantee in relation to all other Contracts, nor will it release the Contractor from its obligations in accordance with this clause 19.

19.6 The Principal and Contractor may agree to release the Performance Guarantee on terms acceptable to the Principal.

19.7 Notwithstanding clause 19.6, upon termination of the Arrangement in accordance with clause 34, the Principal will release the Performance Guarantee to the Contractor where the Contractor has fully performed and discharged all of its obligations under the Arrangement (other than the obligations as specified in clause 38 which will survive the termination of the Arrangement) and all Contracts.

20 FINANCIAL SECURITY

20.1 The Contractor must, if specified in item 14 of Schedule 1, or if requested by the Principal during the Arrangement Term, provide within ten (10) Business Days from receipt of a Notice, or such other period agreed between the Parties, a Financial Security in a form acceptable to the Principal.

20.2 Notwithstanding this clause 20, any Financial Security which the Contractor has in place at the request of the Principal will not be available to a Customer which is a Queensland Government Body or Non-Government Organisation.

20.3 A Customer which is a Queensland Government Body or Non-Government Organisation is entitled to request its own Financial Security from the Contractor.

20.4 Where the Contractor has a Financial Security in place pursuant to a request by the Principal, subject to clause 20.5, a Customer is entitled to rely on this Financial Security.

20.5 Except where clause 20.3 applies, only the Principal may enforce the Financial Security. A Customer seeking to rely on such Financial Security must request the Principal to make a claim on its behalf.

20.6 The Financial Security must be issued by an Australian domiciled bank, insurance company or other financial institution acceptable to the Principal in its entire discretion.

20.7 The Financial Security is to be held as security for the due and proper performance of all the obligations of the Contractor under any Contract established as a result of the Arrangement.

20.8 If the Contractor fails to properly perform its obligations under a Contract and the Customer suffers loss or damage arising from, or in connection with, such failure by the Contractor, the Principal or a Customer (Queensland Government Body or Non-Government Organisation) will be entitled to make a claim upon and to receive payment for any or all such loss or damage (as ascertained and certified by the Customer, but subject to any limitation in clause 25) from the Financial Security. If the Financial Security is not sufficient to meet such payment, the unpaid amount may be recovered from the Contractor by the Principal or a Customer in any appropriate court.

20.9 If any claims are made upon the Financial Security at any time, the Contractor must within a period not exceeding 30 days of the claim being made, reinstate the Financial Security to the level required by the Principal or a Customer (Queensland Government Body or Non-Government Organisation) in accordance with clause 20.1.

20.10 The Contractor must not take nor be entitled to take any action or proceeding to obtain an injunction or otherwise prevent the Principal or a Customer from making a claim upon or receiving a payment from the Financial Security.

20.11 The Contractor agrees that the Principal or a Customer, whilst exercising its rights in accordance with this clause, will have no liability to the Contractor of any nature (whether in negligence or otherwise) for any loss or damage suffered or incurred by the Contractor.

20.12 The Contractor must not take any action or proceeding against the Principal or a Customer or attempt to recover from the Principal or a Customer any amount claimed from a Financial Security that has been received by the Principal. Where clause 20.5 applies, the Principal will promptly forward to the Customer any such amounts claimed from a Financial Security that have been received by the Principal on behalf of a Customer.

20.13 The Principal or a Customer (Queensland Government Body or Non-Government Organisation) will release the Financial Security requested in accordance with 20.1 to the Contractor (or to whom the Contractor directs) where:

(a) the Contractor has fully performed and discharged all of its obligations under the Arrangement (other than the obligations as specified in clause 38, which will survive the termination of the Arrangement) and all Contracts; and

(b) in the reasonable opinion of the Principal, there is no prospect that money or damages will become owing (whether actually or contingently) by the Contractor to a Customer.

20.14 All charges incurred by the Contractor in obtaining, maintaining and releasing the Financial Security in accordance with this clause 20 must be met by the Contractor.

21. CONFLICT OF INTEREST

21.1 The Contractor warrants that, to the best of its knowledge, as at the Arrangement Commencement Date neither the Contractor nor any of its officers, employees, agents or sub-contractors have, or are likely to have, a Conflict of Interest in the performance of the Contractor's obligations under the Arrangement and any Contract.

21.2 If a Conflict of Interest or risk of Conflict of Interest arises during the Arrangement Term (without limitation, including work undertaken by the Contractor for any entity other than the Principal), the Contractor must immediately give Notice of the Conflict of Interest, or the risk of it, to the Principal.

21.3 The Contractor must:

(a) take all reasonable measures to ensure that its officers, employees, agents and sub-contractors do not engage in any activity or obtain any interest which is in conflict with the Contractor's ability to fulfil its obligations under the Arrangement to the Principal in good faith and objectively; and

(b) immediately give Notice to the Principal of any Conflict of Interest relating to the activities or interests of any of its officers, employees, agents or sub-contractors.

21.4 Upon receipt of a Notice in accordance with clause 21.2 or 21.3(b) or upon the Principal otherwise identifying a Conflict of Interest, the Principal may:

(a) direct the Contractor as to how to manage the Conflict of Interest and the Contractor must comply with any reasonable direction so given by the Principal;

(b) suspend the Arrangement in accordance with clause 32.1; or

(c) elect to terminate the Arrangement in accordance with clause 34.5(b).

21.5 If clause 21.4(a) or 21.4(b) applies, the Contractor must give Notice to the Principal when the Conflict of Interest or risk of Conflict of Interest is resolved.

22. INTELLECTUAL PROPERTY RIGHTS AND MORAL RIGHTS

22.1 Title to, and Intellectual Property Rights in, all New Contract Material will, upon its creation, vest in the Party specified in item 15 of Schedule 1.

22.2 If item 15 of Schedule 1 is blank, title to, and Intellectual Property Rights in, New Contract Material vests in the Customer.

22.3 If item 15 of Schedule 1 specifies that this clause 22.3 applies or if clause 22.2 applies, title to, and Intellectual Property Rights in, New Contract Material will upon its creation vest in the Customer, and:

(a) the Contractor must ensure that during the Contract Term the New Contract Material and Records are used, copied, supplied or reproduced only for the purposes of the Contract; and

(b) after the expiration or sooner termination of a Contract (or some earlier date if required by the Customer), the Contractor must deliver to the Customer, in a format specified by the Customer, all New Contract Material and Records.

22.4 If item 15 of Schedule 1 specifies that this clause 22.4 applies, title to, and Intellectual Property Rights in, New Contract Material will, upon its creation, vest in the Contractor, and the Contractor grants, and will ensure that relevant third parties grant, to the Customer a paid-up, non-exclusive, non-transferable, irrevocable, perpetual licence (including the right to sub-licence) in respect of the New Contract Material (and any future development of that New Contract Material), without additional cost to the Customer to:

(a) use, exploit and otherwise exercise all Intellectual Property Rights for any purpose of the Customer, the State of Queensland and/or a Queensland Government Body; and

(b) use or exploit (whether commercially or otherwise) for any purpose, if specified in item 15 of Schedule 1.

22.5 A Contract does not affect Intellectual Property Rights in Existing Contract Material but the Contractor grants, and will ensure that relevant third parties grant, to the Customer a paid up, non-exclusive, non-transferable, irrevocable, perpetual licence (including the right to sub-licence) in respect of the Existing Contract Material but only as part of the Contract Material (and any future development of the Contract Material), without additional cost to the Customer to:

(a) use, exploit and otherwise exercise all Intellectual Property Rights for any purpose of the Customer, the State of Queensland and/or a Queensland Government Body; and

(b) use or exploit (whether commercially or otherwise) for any purpose, if clauses 22.2, 22.3 or 22.4(b) applies.

22.6 Intellectual Property Rights in Records will remain vested in the Principal and/or Customer, whichever Party disclosed or made available the Records to the Contractor.

22.7 If the Contractor is an individual, the individual consents to any act or omission done by the Customer in the exercise of the Intellectual Property Rights in the Contract Material granted under the Contract that might otherwise constitute an infringement of the individual's Moral Rights and without limiting this, the individual consents to:

(a) the Customer determining in its entire discretion whether or not the individual will be attributed as author of the Contract Material comprised in a Deliverable and if the individual will be attributed, that attribution will occur in a manner acceptable to the Customer;

(b) any amendments, deletion, destruction, alteration, relocation or selection, in whole or in part, of the Contract Material at the entire discretion of the Customer;

(c) the publication or communication, in whole or in part of the Contract Material; and

(d) any other acts or omissions as specified in item 15 of Schedule 1.

22.8 If the Contractor engages an individual, whether an employee, sub-contractor or volunteer, to perform work under the Contract, the Contractor must, prior to allowing that individual to commence work in respect of a Deliverable, obtain from that individual who is to create New Contract Material:

(a) all consents, permissions and assignments necessary to enable the Customer to exercise the Intellectual Property Rights granted under the Contract in full, without impediment or cost to the Customer; and

(b) without limiting clause 22.8(a), a consent from the individual to any act or omission by the Customer in the exercise of the Intellectual Property Rights in the Contract Material granted under the Contract that might otherwise constitute an infringement of the person's Moral Rights, including a consent to the acts or omissions specified in clause 22.7(a) to (d).

23. CONFIDENTIALITY

23.1 The Contractor must not, and must ensure that its officers, employees, agents and sub-contractors do not, use or disclose any Confidential Information without the Principal's consent, other than in accordance with this clause 23.

23.2 The Contractor may disclose Confidential Information:

(a) to its officers, employees, agents and sub-contractors to the extent necessary for the performance of the Arrangement, provided that the Contractor:
  (i) makes such persons aware that the information is confidential; and
  (ii) if specified in item 16 of Schedule 1 or directed by the Principal during the Arrangement Term, obtains from such persons a deed of confidentiality in a form acceptable to the Principal;

(b) where required by law; and/or

(c) where the Arrangement requires disclosure to a third party.

23.3 The Contractor must keep all Confidential Information in a secure location so that no unauthorised person is able to gain access to it.

23.4 Subject to clause 23.6, upon receipt of a written request by the Principal, either during the Arrangement Term or upon termination or expiration of the Arrangement, the Contractor must deliver to the Principal any Documents and/or Records in the Contractor's power, possession or control.

23.5 Subject to clause 23.4 the Contractor must:

(a) return any Documents and/or Records to the Principal upon the completion of the Arrangement; and/or

(b) destroy its files and any copy (but not the original) of any Documents and/or Records held in its file in accordance with usual business practice and any applicable legislative requirements.

23.6 If the Contractor wishes to retain a copy of any Documents and/or Records in connection with the Arrangement for the purposes of the Contractor's own reasonable internal credit, risk, insurance, legal and professional responsibilities, the Contractor must notify the Principal in writing prior to the termination or expiration of the Arrangement, identifying the Documents and/or Records and the reasons for the request for retention.

23.7 Any consent granted by the Principal may require the Contractor to return the copies to the Principal at the end of 7 years after the termination or expiration of the Arrangement. If the Principal does not make such a request, the Contractor must destroy each copy of the Documents and/or Records at the end of the 7 years after the termination or expiration of the Arrangement.

23.8 Regardless of the terms of the Principal's consent, the Contractor must maintain confidentiality and otherwise comply with the terms of the Arrangement and in relation to the Documents and/or Records during the period in which it retains a copy of the Documents and/or Records.

24. PRIVACY AND PERSONAL INFORMATION

24.1 If the Contractor collects or has access to Personal Information as a result of the Arrangement, the Contractor must:

(a) if the Principal is an "agency" other than the health department within the meaning of the *Information Privacy Act 2009* (Qld), comply with Parts 1 and 3 of Chapter 2 of that Act in relation to the discharge of its obligations under the Arrangement, as if the Contractor was the Principal;

(b) if the Principal is the "health department" within the meaning of the *Information Privacy Act 2009* (Qld), comply with Parts 2 and 3 of Chapter 2 of that Act in relation to the discharge of its obligations under the Arrangement, as if the Contractor was the Principal;

(c) ensure that the Personal Information is protected against loss and against unauthorised access, use, modification, disclosure or other misuse;

(d) not use Personal Information other than for the purposes of performing the Arrangement, unless required or authorised by law;

(e) not disclose Personal Information without the consent of the Principal, unless required or authorised by law;

(f) not transfer Personal Information outside of Australia without the consent of the Principal;

(g) ensure that access to Personal Information is restricted to those of its employees and officers who require access in order to perform their duties under the Arrangement;

(h) ensure that its officers and employees do not access, use or disclose Personal Information other than in the performance of their duties under the Arrangement;

(i) ensure that its sub-contractors and agents who have access to Personal Information comply with obligations the same as those imposed on the Contractor under this clause 24;

(j) fully co-operate with the Principal to enable the Principal to respond to applications for access to, or amendment of, a document containing an individual's Personal Information and to privacy complaints; and

(k) comply with such other privacy and security measures as the Principal reasonably advises the Contractor in writing from time to time.

24.2 The Contractor must, if specified in item 17 of Schedule 1, or if requested by the Principal during the Arrangement Term, obtain from its officers, employees, agents or sub-contractors engaged for the purposes of the Arrangement, an executed deed of privacy in a form acceptable to the Principal.

24.3 The Contractor must immediately notify the Principal on becoming aware of any breach of clause 24.1.

25. LIABILITY

25.1 The liability of a Party to the other Party under the Arrangement and/or Contract for loss or damage sustained, will be reduced proportionately to the extent that the loss or damage was caused or contributed to by the other Party's negligence, unlawful act or omission and/or failure to comply with its obligations and responsibilities under and/or in connection with the Arrangement and/or Contract or otherwise at law.

25.2 Unless otherwise agreed in writing between the Parties, the liability of a Party arising under and/or in connection with the Arrangement and/or Contract, will exclude any liability for loss of profit, revenue, goodwill or business opportunities, damage to reputation and any indirect or consequential loss.

25.3 The liability of a Party arising under and/or in connection with the Arrangement and/or Contract, will, except in relation to liability:

(a) for personal injury (including sickness, injury, death);

(b) for loss of, or damage to, tangible property;

(c) for a breach of the Intellectual Property Rights and Moral Rights in accordance with clause 22; or

(d) under an indemnity provided by the Contractor in accordance with clause 26,

be limited to the per Occurrence amount specified in item 18 of Schedule 1.

25.4 If no amount, 'nil' or an indication of $0 is specified in item 18 of Schedule 1, then the liability of a Party will be unlimited.

25.5 Each Party must use all reasonable endeavours to mitigate its loss, damage and any expenses arising under and/or in connection with a breach of the Arrangement and/or Contract, or in tort, or for any other common law or legislative cause of action arising under and/or in connection with the Arrangement and/or Contract.

25.6 Despite any other provision of the Arrangement or any Contract, the Contractor's liability under the Arrangement and any Contract (including but not limited to any liability under this clause 25 and any liability to indemnify in accordance with clause 26) is limited to the extent necessary to comply with a scheme that is in force and applies to the Contractor under the *Professional Standards Act 2004* (Qld).

26. INDEMNITY

26.1 In this clause 26:

"claim" includes any claim, action, proceeding, demand, liability, obligation, costs (including legal costs), losses, damages and expenses, including those arising out of the terms of any settlement.

26.2 The Contractor releases, discharges and indemnifies the Principal and the Customer and each of its officers and employees ("the Indemnified Persons") from and against any claim which may be brought against or made upon or incurred by any of them in connection with any:

(a) negligent or unlawful act or omission of the Contractor, its officers, employees, agents or sub-contractors;

(b) breach of the Arrangement and/or Contract by the Contractor;

(c) contravention of any legislative requirement by the Contractor, its officers, employees, agents or sub-contractors; or

(d) infringement by the Contractor, its officers, employees, agents or sub-contractors of the Intellectual Property Rights or Moral Rights of any third party,

except to the extent the claim is due to the negligent or unlawful act or omission of the Indemnified Persons.

27 INSURANCE

27.1 The Contractor warrants that it will hold and maintain for the Arrangement Term the following insurances to cover its obligations under the Arrangement and each Contract:

(a) Workers' Compensation insurance in accordance with the *Workers' Compensation and Rehabilitation Act 2003* (Qld)*;*

(b) Public Liability insurance for the amount specified in item 19 of Schedule 1;

(c) Professional Indemnity insurance if specified in item 20 of Schedule 1 for the amount specified in that Schedule in respect of each claim, and which must be maintained by the Contractor for a continuous period of four years, after the latter of the last Contract Completion Date or termination of the last Contract, unless otherwise specified in item 20 of Schedule 1; and

(d) any other insurances specified in item 21 of Schedule 1.

27.2 The insurances must be effected with an insurer that is authorised and licensed to operate in Australia.

27.3 The Contractor warrants if it is a participating member of a scheme approved under the *Professional Standards Act 2004* (Qld) that it will hold and maintain the minimum level of insurance as specified in item 20 of Schedule 1.

27.4 The Contractor must, if requested by the Principal, promptly provide a certificate of currency for each insurance policy.

27.5 The Contractor warrants that any exclusions and deductibles that may be applicable to the insurance policies that it holds in accordance with this clause 27, will not impact on the Contractor's ability to meet any claim or otherwise prejudice the Customer's rights under a Contract.

27.6 The Contractor must immediately advise the Principal if any insurance policy, as required by this clause 27, is materially modified.

28. LICENSING REQUIREMENTS

28.1 The Contractor warrants that it will hold and maintain all requisite licenses, permits, permissions and/or authorities necessary for the provision of the Goods and/or Services.

28.2 The Contractor must, if requested by the Principal, provide evidence of compliance with its obligations under this clause to the satisfaction of the Principal.

29. INDUSTRIAL RELATIONS

29.1 The Principal and/or Customer will not become involved in industrial disputes between the Contractor and the Contractor's staff unless required to do so by an industrial authority.

29.2 During the periods of industrial disputes of any duration, the Contractor will be responsible for continued compliance with its obligations under the Arrangement and any Contract at the Contractor's expense.

30. RESOLUTION OF DISPUTES

30.1 If a dispute or difference arises between the Parties in relation to the Arrangement and/or a Contract, or concerning the performance or non-performance by a Party of its obligations under the Arrangement and/or a Contract, whether raised during the performance of the Deliverables under a Contract or after the completion of the Deliverables, a Party may give Notice of the dispute to the other Party. The Parties must, if requested by either Party, within ten (10) Business Days of receipt of a Notice of dispute by a Party, refer the dispute to mediation before commencement of any litigation, other than for injunctive relief, in relation to the dispute.

30.2 The mediator, the mediator's fees and the mediation rules must be:

(a) mutually agreed upon by the Parties in writing; or

(b) in the absence of agreement, within ten (10) Business Days from receipt of a Notice of a dispute, as determined by the Chairperson of the Queensland Chapter of the Institute of Arbitrators and Mediators Australia.

30.3 The Parties agree to share the costs associated with the mediation in equal shares between them.

30.4 Notwithstanding the existence of a dispute, each Party will continue to perform its obligations under the Arrangement and/or Contract where practicable, unless otherwise directed by the Principal or Customer (as applicable).

31 VARIATION TO THE ARRANGEMENT

31.1 Except in the circumstances specified in clause 31.2, the Arrangement may only be varied by written agreement between the Parties after the Party requesting the variation has given the other Party a Notice setting out the proposed variation. The Parties must act reasonably and within a reasonable time period, in deciding whether to agree to a variation, as requested by the other Party.

31.2 The Principal may vary the terms and conditions of the Arrangement by Notice to the Contractor, when reasonably required as a result of changes in Government policy.

31.3 Where the terms and conditions of the Arrangement are varied as a result of clause 31.2, the Contractor must promptly submit in writing to the Principal any proposed variation to the Arrangement which is required as a result of this amendment. If the Parties are unable to reach agreement in relation to the Contractor's proposed variation, the provisions of clause 30 will apply to resolve the dispute.

31.4 Any variation proposed by the Contractor in accordance with clause 31.1 or 31.3 must be accompanied by evidence to substantiate such proposed variation.

31.5 Despite any other provision of this clause 31, any variation proposed by the Contractor which purport to take away or reduce the entitlements of the Principal in accordance with clause 37.11, will be deemed to be rejected by the Principal and the Arrangement will remain unvaried.

32. SUSPENSION OF THE ARRANGEMENT

32.1 The Principal at its entire discretion may suspend the Arrangement by giving Notice to the Contractor, providing details of:

(a) the period of suspension with effect from the date stated in the Notice;

(b) the reasons for the suspension; and

(c) reasonable directions in relation to subsequent performance of the Arrangement.

32.2 Where the Arrangement is suspended in accordance with clause 32.1, prior to the period of suspension expiring, the Principal will notify the Contractor in writing that either the:

(a) period of suspension has ceased to be effective from the date specified in the Notice, and each Party must resume its performance under the Arrangement;

(b) period of suspension will be extended for a period of time specified in the Notice; or

(c) Arrangement is to be terminated in whole from the date specified in the Notice, in accordance with clause 34.

32.3 The Contractor must immediately comply with any direction given by the Principal, in accordance with clause 32.1.

33. EFFECT OF SUSPENSION OF THE ARRANGEMENT

33.1 The effect of suspension of the Arrangement in accordance with clause 32 is that:

(a) the Contractor must not enter into any new Contracts during the period of suspension;

(b) any existing Contracts will not, unless a Contract requires it, be affected in any way whatsoever; and

(c) otherwise, all other rights and obligations of the Parties will continue under the Arrangement.

34. TERMINATION OF THE ARRANGEMENT

34.1 The Principal may terminate the Arrangement, in whole or in part, for convenience by giving 30 days Notice or such other reasonable period determined by the Principal, to the Contractor.

34.2 The Principal will not be liable for payment to the Contractor for any compensation arising from the termination of the Arrangement, including without limitation compensation relating to loss of profit, revenue, goodwill or business opportunities, damage to reputation or indirect or consequential loss.

34.3 Without limiting clause 34.5, where the Contractor commits any breach of the Arrangement the Principal may by Notice require the Contractor to show cause, by the date specified in the Notice, why the Principal should not terminate the Arrangement.

34.4 If the Contractor fails to show reasonable cause by the date specified in the Notice in clause 34.3, then the Principal is entitled upon Notice to the Contractor to terminate the Arrangement.

34.5 The Principal may immediately terminate the Arrangement by Notice to the Contractor if:

(a) the Contractor fails to provide the Performance Guarantee in accordance with clause 19 or Financial Security in accordance with clause 20;

(b) the Contractor gives Notice in accordance with clause 21.2 or 21.3(b) or the Principal otherwise identifies a Conflict of Interest;

(c) the Principal is satisfied that the Contractor has breached any part of clause 23 or 24;

(d) the Contractor breaches any part of clause 27 or 28;

(e) the Principal is satisfied that the Contractor has breached any part of clause 37.1;

(f) the Contractor:

(i) becomes insolvent or bankrupt or being a company goes into liquidation or has instituted against it any action or proceeding which has an object or may result in bankruptcy or liquidation;

(ii) has a receiver or a receiver and manager appointed or a mortgagee goes into possession of any of its assets or becomes subject to any form of external administration;

(iii) enters into an arrangement with its creditors or otherwise takes advantage of any laws in force in connection with insolvent debtors; or

(iv) is wound up, voluntarily or involuntarily; or

(g) the Contractor indicates that it is unable or unwilling to comply with its obligations under the Arrangement or any Contracts in accordance with the Arrangement.

34.6 Termination of the Arrangement for any reason is without prejudice to any rights of the Principal under the Arrangement or at common law, including the right to claim damages for breach of the Arrangement.

34.7 If the Arrangement is terminated, discharged or in any other way comes to an end, in whole or in part, whether in accordance with this clause 34 or in any other way, no Contract will, unless a Contract requires it, be affected in any way whatsoever.

35. TERMINATION OF A CONTRACT

35.1 If a Customer lawfully terminates a Contract for breach by the Contractor, the Principal may at its entire discretion suspend the Contractor from the Arrangement in accordance with clause 32, or terminate the Arrangement in accordance with clause 34.

35.2 Notwithstanding clause 35.1, termination of a Contract by either the Contractor or the Customer for any reason will not affect the continuation of the Arrangement except as stipulated in the Arrangement.

36. NOTICES RELATING TO THE ARRANGEMENT

36.1 Any Notice which may be given to or served on either Party under the Arrangement must be sent or delivered to the following respective addresses:

(a) for the Principal – as specified in item 22 of Schedule 1; or

(b) for the Contractor – as specified in item 23 of Schedule 1,

or such other address as a Party may subsequently notify to the other Party in writing in accordance with this clause.

36.2 Notwithstanding clause 36.1, if the Contractor is a company then the Principal may serve a Notice at any time to the Contractor's registered office.

36.3 A Notice to be given or served in accordance with clauses 32, 34 or 35 must not be sent via email.

36.4 A Notice will be deemed to be given:

(a) if posted – two (2) Business Days after the date of posting;

(b) if delivered by hand during a Business Day – on the date of delivery;

(c) if faxed – on the date the sender's facsimile machine notes a complete and successful transmission; or

(d) if emailed – on the date recorded on the device from which the Party sent the email, unless the sending Party receives an automated message that the email has not been delivered,

except that a delivery by hand, fax or email received after 5:00pm (local time of the receiving Party) will be deemed to be given on the next Business Day.

37. GENERAL PROVISIONS

37.1 COMMISSIONS, INCENTIVES AND COLLUSION

Commissions and Incentives

37.1.1 The Contractor must not, and must ensure that its officers, employees, agents and/or sub-contractors do not, give or offer anything to the Principal or any officer or employee of the Principal or to a parent, spouse, child or associate of an officer or employee of the Principal, including any commission, inducement, gift or reward, which could in any way tend or be perceived as attempting to influence the Principal's actions in relation to the Arrangement.

37.1.2 If the Principal discovers at any time during the Arrangement Term that the Contractor has breached clause 37.1.1, the Principal may, in addition to any other action, elect to suspend the Arrangement in accordance with clause 32 or terminate the Arrangement in accordance with clause 34.

Collusion

37.1.3 The Contractor warrants to the Principal that:

(a) except as is expressly disclosed to the Principal, its Offer was not prepared (and any variations to the Arrangement will not be prepared) with any consultation, communication, contract, arrangement or understanding with any competitor (including any contractor under an arrangement similar to this Arrangement) regarding:

(i) prices;

(ii) methods, factors or formulas used to calculate prices;

(iii) the intention or decision to submit or not to submit an offer (or request a variation) under the Arrangement;

(iv) the submission of an offer (or a request for variation) under the Arrangement that is non conforming with the terms of the Arrangement;

(v) the quality, quantity, specifications or delivery particulars of goods and/or services (including the Goods and/or Services) to which the Offer related or Arrangement relates; or

(vi) the terms of the Offer (or variation) or a competitor's offer (or variation);

(b) except with the consent of the Principal:

(i) it has not provided any benefit (including money) directly or indirectly to, or entered into any contract, arrangement or understanding to provide any benefit (including money) directly or indirectly, to any competitor (including any contractor under a similar Arrangement) relating in any way to the Arrangement;

(ii) it has not received any such benefit directly or indirectly, or entered into any contract, arrangement or understanding to receive any such benefit directly or indirectly from any competitor (including any contractor under a similar Arrangement) relating in any way to the Arrangement; and

(iii) it will not provide or receive any such benefit;

(c) except as is expressly disclosed to the Principal, it has not consulted, communicated or entered into any contract, arrangement or understanding to provide any benefit (including money), whether directly or indirectly, to a trade, industry or other association (above the published standard fee) relating in any way to the Arrangement, nor has it provided, nor will it provide any such benefit;

(d) except as is fully disclosed in the Arrangement, at the time of entering into the Arrangement, the Contractor and all corporations and persons associated with the Contractor, including directors and senior management, are not and have never been subject to proceedings relating to anti-competitive conduct in Australia or overseas; and

(e) the Contractor will notify the Principal immediately upon becoming aware that the Contractor or any corporation or person associated with the Contractor, including a director or member of senior management, becomes subject to proceedings relating to anti-competitive conduct in Australia or overseas during the Arrangement Term, by disclosing at a minimum:

(i) the names of the parties to the proceedings;

(ii) the case number;

(iii) the general nature of the proceedings; and

(iv) the outcome or current status of the proceedings.

37.1.4 The Contractor acknowledges that the Principal has entered into the Arrangement in reliance of the warranties in clause 37.1.3.

37.1.5 If the Contractor breaches clause 37.1.3, without limiting its rights under the Arrangement, the Principal may:

(a) deduct from any moneys due to the Contractor under the Arrangement, an equivalent sum as an amount due from the Contractor to the Principal; and

(b) at its entire discretion terminate the Arrangement in accordance with clause 34.5(e) and claim damages for breach of the Arrangement.

37.2 NO ADVERTISING

37.2.1 The Contractor must not, and must ensure that its officers, employees, agents and/or sub-contractors do not, make any public announcement or advertisement in any medium in relation to the Arrangement without the consent of the Principal.

37.3 WAIVER

37.3.1 Any failure by a Party at any time to enforce a clause of the Arrangement, or any forbearance, delay or indulgence granted by a Party to the other will not constitute a waiver of the Party's rights.

37.3.2 No provision of the Arrangement will be deemed to be waived unless that waiver is in writing and signed by the waiving Party.

37.3.3 A waiver by a Party of a breach of any part of the Arrangement will not be a waiver of any subsequent breach of the same part nor a waiver of a breach of any other part.

37.4 GOVERNING LAW

37.4.1 The Arrangement and any Contract is governed by and construed in accordance with the laws of Queensland and the Parties submit to the non-exclusive jurisdiction of the courts of Queensland.

37.4.2 Notwithstanding clause 37.4.1, the Parties agree to exclude the application of the *Sale of Goods (Vienna Convention) Act 1986* (Qld) to the Arrangement and any Contract to the fullest extent permitted by law.

37.5 COMPLIANCE WITH ALL LAWS

37.5.1 The Contractor must comply with all relevant laws in performing its obligations under the Arrangement and any Contract.

37.6 SEVERABILITY

37.6.1 If any part of the Arrangement is determined to be invalid, unlawful or unenforceable for any reason then that part, to the extent of the invalidity, unlawfulness or unenforceability, will be severed from the rest of the Arrangement and the remaining terms and conditions will continue to be valid and enforceable to the fullest extent permitted by law.

37.7 NO SUB-CONTRACTING

37.7.1 The Contractor must not sub-contract the provision of any Goods and/or Services in accordance with the Arrangement or any Contract, without the prior consent of the Principal. Any consent given by the Principal to sub-contract:

(a) may be conditional;

(b) will not operate as an authority to transfer responsibility to the sub-contractor; and

(c) will not relieve the Contractor from any of its liabilities or obligations under the Arrangement and any Contract.

37.8 FURTHER ASSISTANCE

37.8.1 The Contractor must do all things reasonably required by the Principal to give effect to the Arrangement.

37.9 NO ASSIGNMENT

37.9.1 The Contractor must not assign, in whole or in part, its obligations or interest in the Arrangement, except with the consent of the Principal.

37.10 DISCLOSURE BY PRINCIPAL

37.10.1 The Contractor acknowledges that the Principal, its officers, employees, agents and sub-contractors may use and disclose any of the information provided by the Contractor about the Contractor, the Arrangement or the Goods and/or Services to Queensland Government departments or agencies, Queensland Government Bodies, Non-Government Organisations and/or the Commonwealth, States or Territories for any purpose in connection with the administration of the Arrangement.

37.11 RIGHT TO INFORMATION AND DISCLOSURE

37.11.1 The *Right to Information Act 2009* (Qld) (RTI Act) provides members of the public with a legally enforceable right to access documents held by Queensland Government agencies.

37.11.2 The RTI Act requires that documents be disclosed upon request, unless the documents are exempt or on balance, disclosure is contrary to the public interest.

37.11.3 Information relating to the Arrangement is potentially subject to disclosure to third parties.

37.11.4 If disclosure under the RTI Act, and/or general disclosure of information provided by the Contractor in connection with the Arrangement, would be of concern to the Contractor, because it would disclose trade secrets, information of commercial value, the purpose or results of research or other information of a confidential nature, this should be indicated by the Contractor at the time of disclosing the information to the Principal. The Principal cannot guarantee that any information provided by the Contractor will be protected from disclosure under the RTI Act.

37.11.5 Despite any other provision of the Arrangement, the Principal is entitled to publish on the Department of Housing and Public Works' website: *www.hpw.qld.gov.au* under '*Supply and disposal/Tenders and contracts*' or by any other means, the following details:

(a) the name and address of the Principal and/or Eligible Customer;

(b) a description of the Goods and/or Services;
(c) Arrangement Commencement Date or award date;
(d) value of the Arrangement;
(e) name and address of the Contractor;
(f) the procurement method used; and
(g) where the total value of the Goods and/or Services is $10 million or more, the Principal is entitled to publish the following additional information:
    (i) Invitation details;
    (ii) Standing Offer Arrangement overview; and
    (iii) reasons for non-disclosure of procurement results (if applicable).

37.12 COMPLAINT MANAGEMENT

If at any time during the Arrangement Term the Contractor considers that it has been unreasonably or unfairly treated and it has not been able to resolve the issue with the Principal, the Contractor should contact the Principal's Complaint Manager, specified in item 24 of Schedule 1 and ask for the matter to be dealt with in accordance with the Principal's complaint management process. The request will need to be in writing and include the following details:

(a) dates and facts relevant to the complaint;
(b) parties involved;
(c) issues that require resolution;
(d) outcomes the Contractor considers appropriate for resolving any issues; and
(e) Contractor's contact details.

38. CLAUSES TO SURVIVE TERMINATION OF THE ARRANGEMENT

38.1 The following clauses will survive termination or expiration of the Arrangement:

clause 1 - Definitions and Interpretation;
clause 4 - Customer May Enforce the Arrangement;
clause 7 - Transferability / Portability of the Arrangement;
clause 19 - Performance Guarantee;
clause 20 - Financial Security;
clause 22 - Intellectual Property Rights and Moral Rights;
clause 23 - Confidentiality;
clause 24 - Privacy and Personal Information;
clause 25 - Liability;
clause 26 - Indemnity;
clause 27.1(c) - Insurance;
clause 37.2 - No Advertising;
clause 37.3 - Waiver;
clause 37.4 - Governing Law;
clause 37.10 - Disclosure by Principal; and
clause 37.11 - Right to Information and Disclosure.

DIVISION B – CONDITIONS OF CONTRACT

39. CONTRACTOR'S SUPPLY OF GOODS AND/OR SERVICES

39.1 The Contractor must supply the Goods and/or Services to the Customer in accordance with the Arrangement and the Contract.

40. CONDITIONS OF CONTRACT

40.1 The terms and conditions governing any Contract established as a result of the Arrangement will be under the terms and conditions as specified in clause 41.

41. FORMATION OF CONTRACT

41.1 The Contract comes into force when the Contractor receives an Order from the Customer by which the Customer communicates acceptance of the Contractor's Standing Offer to provide Goods and/or Services.

41.2 The following documents constitute the entire Contract, which may be established as a result of the Arrangement, between the Customer and Contractor:

(a) the Arrangement;

(b) the Order;

(c) applicable Schedules, as relevant to the supply of the Deliverable; and

(d) any other Document, in whole or in part, which the Order expressly incorporates as part of a Contract.

41.3 Subject to clause 41.4, in the event of any conflict between the Documents specified in clause 41.2, the order of precedence to resolve the conflict will be in the above order.

41.4 Despite clause 41.3, any terms or conditions of the Contract which purport to take away or reduce the entitlements that would otherwise be provided to a Customer under clause 63.7 are null and void.

41.5 These Standing Offer Arrangement Conditions and any Additional Provisions are incorporated into all Contracts and cannot be varied or deleted by the Contractor and/or Customer in relation to a Contract, without the consent of the Principal.

41.6 If the Contract is terminated in accordance with clause 61, the Arrangement must not, unless the Arrangement requires it, be affected in any way whatsoever.

41.7 If the Arrangement is terminated, discharged or in any other way comes to an end, in whole or in part no Contract will, unless the Contract requires it, be affected in any way whatsoever.

41.8 The Contract supersedes all prior representations, agreements, statements and understandings between the Customer and Contractor, whether oral or in writing, relating to the subject matter of the Contract.

42. CUSTOMER MAY ENFORCE THE ARRANGEMENT

42.1 The Customer, although not a party to the Arrangement, may take the benefit of, and seek to enforce, the Arrangement to the extent that such enforcement is required to enable the Customer to obtain the benefit of the Contract with the Contractor.

43. CONTRACT TERM

43.1 The Contract Term will commence on the Contract Commencement Date and, unless terminated sooner in accordance with clause 61, will continue until the earlier of the:

(a) date when all Deliverables have been provided by the Contractor to the Customer and the Customer has given Notice to the Contractor that the Deliverables have been supplied and completed in accordance with the Contract; or

(b) Contract Completion Date.

43.2 If the Deliverables have not been supplied and/or performed by the Contract Completion Date, the Contractor may seek an extension of the Contract Completion Date from the Customer, in accordance with clause 58.

44. TRANSFERABILITY / PORTABILITY OF GOODS AND/OR SERVICES

44.1 Notwithstanding any provision of the Contract, the Customer is entitled, by the giving of a Notice to the Contractor, to freely transfer its rights and responsibilities, including the use of and title to any Goods and/or Services under the Contract, either in whole or in part, to a Queensland Government department or agency that is part of the same legal entity as the Customer.

44.2 Notwithstanding any provision of the Contract, the Customer may freely transfer its rights and responsibilities, including the use of and title to any Goods and/or Services under the Contract, either in whole or in part, to a Queensland Government department or agency or Queensland Government Body that is not part of the same legal entity as the Customer, but only as a consequence of a Machinery of Government Change.

44.3 If clause 44.2 applies the Contractor must execute a deed of novation in the form set out in the '*Supplementary Provisions – Standing Offer Arrangement*' document available from the Department of Housing and Public Works' website: *www.hpw.qld.gov.au* under '*Supply and disposal/Government procurement*' or other form of deed of novation in a form acceptable to the Customer, and return it to the Customer within five (5) Business Days from receipt of a Notice from the Customer advising of the transfer and requiring the Contractor to execute the deed of novation.

44.4 If the Goods and/or Services are transferred in accordance with clause 44.1 or 44.2, the Contractor:

(a) must immediately notify the Customer of any reduction in costs, including but not limited to volume discounts, which may occur; and

(b) must notify the Customer of any proposed additional fees for any additional costs directly incurred as a result of the provision of additional overall Goods and/or Services.

44.5 The Contractor agrees to negotiate with the Customer in good faith to vary or consolidate the Contract to:

(a) adjust the Price as a result of the notification of the matters raised in clause 44.4; and/or

(b) comply with any specific requirements of the Customer to which its rights and responsibilities, including the use of and title to any Goods and/or Services are, or will be, freely transferred in accordance with clause 44.1 or 44.2.

45. ROLE OF THE PROJECT MANAGER

45.1 The Project Manager is the Customer's technical representative responsible for the detail and accuracy of the Specifications in the Contract. The Project Manager is not authorised either apparently or ostensibly to amend the Contract or enter into any Contract on behalf of the Customer.

45.2 The Contractor must:

(a) liaise with and report to the Project Manager about the supply of the Goods and/or performance of the Services;

(b) attend meetings with, or provide briefings to the Project Manager, as required from time to time; and

(c) promptly comply with any request or direction given by the Project Manager, in accordance with the Contract, about the supply of the Goods and/or the performance of the Services.

46. PROVISION OF THE GOODS AND/OR SERVICES

46.1 The Contractor agrees to supply the Goods and/or perform the Services, as an independent contractor, for the Contract Term in a competent and professional manner.

46.2 The Contractor must provide the Goods and/or Services:

(a) during the Delivery Period (as specified in item 9 of Schedule A);

(b) by the milestone dates (if milestones are specified in item 13 of Schedule A);

(c) by the Contract Completion Date; and

(d) if the Services are periodic or recurrent Services, at the times, intervals and frequency as specified in item 14 of Schedule A.

46.3 In supplying the Goods and/or performing the Services, the Contractor must:

(a) inform itself of the Customer's requirements in respect of the Goods and/or Services;

(b) consult regularly with the Customer and/or Project Manager; and

(c) exercise due skill, care and diligence.

46.4 The Contractor must ensure that:

(a) the supply of the Goods and/or performance of the Services are in accordance with any key performance indicators or performance standards as specified in the Arrangement; and

(b) all Goods and/or Services are of a high quality, professional standard and are fit for purpose.

46.5 The Customer will provide the assistance (if any) described in item 15 of Schedule A to the Contractor.

47. PERFORMANCE OF SERVICES BY KEY PERSONNEL

47.1 The Services must be performed by the Key Personnel as specified in item 16 of Schedule A, unless the Customer has consented otherwise. A person replacing one of the Key Personnel, with the Customer's consent, will be considered to be one of the Key Personnel during the person's engagement to provide the Services.

47.2 The Contractor will ensure that the Key Personnel are competent and have the necessary skills and expertise to perform the Services on which they will be engaged.

47.3 The Contractor must not without consent from the Customer:

(a) allow Key Personnel to delegate any part of the Services; or

(b) allocate tasks not connected with the Services to any of the Key Personnel who are engaged on the Services on a full time basis, until the Services allocated to that person have been completed by that person.

47.4 If any of the Key Personnel are not available to perform any of the Services allocated to them, the Contractor must immediately:

(a) notify the Customer of the circumstances; and

(b) if so requested by the Customer, arrange for replacement of that person with a person satisfactory to the Customer, at no cost to the Customer.

47.5 The Customer may, on reasonable grounds, give Notice to the Contractor to remove any Key Personnel from working on the Services. Upon receipt of such Notice under this clause 47.5, the Contractor must, at no cost to the Customer, promptly remove and replace the Key Personnel mentioned in the Notice with a person approved by the Customer.

48. PRICE AND APPROVED EXPENSES

48.1 If the Goods and/or Services are provided in accordance with the Contract, the Customer will:

(a) upon receipt of a Correctly Rendered Invoice, pay the Contractor the Price; and

(b) reimburse the Contractor for the Approved Expenses, after the Approved Expenses have been incurred by the Contractor.

48.2 The Customer will not be liable to reimburse the Contractor for expenses other than the Approved Expenses as specified in item 11 of Schedule A (if any), unless the Contractor has obtained the Customer's consent.

48.3 The Price will be payable in the manner and at the times specified in item 10 of Schedule A and the Contractor must submit a Correctly Rendered Invoice for the Price at the times specified in item 10 of Schedule A.

49. PAYMENT

49.1 In accordance with the Arrangement, the Customer is not obliged to pay the Contractor for any part of the Goods and/or Services until the:

(a) Contractor has delivered to the Customer any Deliverables;

(b) Customer has certified that the Deliverables specified in the Correctly Rendered Invoice have been supplied and/or performed in accordance with the Contract; and

(c) Contractor has given the Customer a Correctly Rendered Invoice.

49.2 Despite any previous certification in accordance with clause 49.1(b) the Contractor must promptly supply or supply again, any part of the Goods and/or promptly perform or perform again, any part of the Services, certified by the Customer as not having been supplied and/or performed in accordance with the Contract. The Customer may, without limiting any other rights it may have, defer payment for that part of the Goods and/or Services until the Customer is satisfied that the Goods and/or Services have been supplied or supplied again and/or performed or performed again, in accordance with the Contract.

49.3 Unless otherwise specified in item 10 of Schedule A, the Customer will make payment within 30 days after the Contractor has submitted to the Customer a Correctly Rendered Invoice. If additional information or evidence, required by the Customer in accordance with clause 11.3, is accepted by the Customer, payment will be made 30 days after receipt of the additional information or evidence.

50 GENERAL RIGHT OF SET-OFF BY THE CUSTOMER

50.1 The Customer may deduct from any moneys due to the Contractor any sum which is payable by the Contractor to the Customer whether or not the Customer's right to payment arises by way of damages, debt, restitution or otherwise and whether or not the factual basis giving rise to the Customer's right to payment arises out of the Contract, any other contract, or is independent of any contract.

50.2 If the moneys payable to the Contractor are insufficient to discharge the liability of the Contractor to pay such sum to the Customer, the Customer may have recourse to any Financial Security provided in accordance with clause 20.

50.3 Nothing in this clause will affect the right of the Customer to recover from the Contractor the whole of such moneys or any balance that remains owing.

51. PERFORMANCE GUARANTEE

51.1 The Contractor acknowledges that the Customer is entitled to rely upon the Performance Guarantee, which has been put in place by the Contractor at the request of the Principal in accordance with clause 19.

52. FINANCIAL SECURITY

52.1 The Contractor acknowledges that where the Contractor has a Financial Security in place pursuant to a request by the Principal in accordance with clause 20, subject to clause 52.2, the Customer is entitled to rely on this Financial Security.

52.2 Only the Principal may enforce the Financial Security. A Customer seeking to rely on such Financial Security must request the Principal to make a claim on its behalf.

52.3 If the Contractor fails to properly perform its obligations under the Contract and the Customer suffers loss or damage arising from, or in connection with, such failure by the Contractor, the Principal or a Customer (Queensland Government Body or Non-Government Organisation) will be entitled to make a claim upon and to receive payment for any or all such loss or damage (as ascertained and certified by the Customer) from the Financial Security. If the Financial Security is not sufficient to meet such payment, the unpaid amount may be recovered from the Contractor by the Principal or a Customer in any appropriate court.

53. COMMISSIONS, INCENTIVES AND COLLUSION

Commissions and Incentives

53.1 The Contractor must not, and must ensure that its officers, employees, agents and/or sub-contractors do not, give or offer to the Customer or any officer or employee of the Customer, or to a parent, spouse, child or associate of an officer or employee of the Customer, any commission, inducement, gift or reward, which could in any way tend or be perceived as attempting to influence the Customer's actions in relation to the Contract.

53.2 If the Customer discovers at any time during the Contract Term that the Contractor has breached clause 53.1, the Customer may in addition to any other action, elect to suspend the Contract in accordance with clause 60 or terminate the Contract in accordance with clause 61.

Collusion

53.3 The Contractor warrants to the Customer that:

(a) except as is expressly disclosed to the Customer, its Standing Offer and any variations to the Standing Offer were not prepared with (and any variations to the Contract will not be prepared with), any consultation, communication, contract, arrangement or understanding with any competitor (including a contractor under a similar contract with the Customer or a similar arrangement with the Principal) regarding:
  (i) prices;
  (ii) methods, factors or formulas used to calculate prices;
  (iii) the intention or decision to submit or not to submit a quote (or request a variation to the Contract);
  (iv) the submission of a quote (or a request for variation) that is non conforming with the terms of the Standing Offer or the Arrangement;
  (v) the quality, quantity, specifications or delivery particulars of goods and/or services (including the Goods and/or Services) to which the Contract relates; or
  (vi) the terms of its Standing Offer and any quote (or variation) or a competitor's quote (or variation);

(b) except with the consent of the Customer:
  (i) it has not provided any benefit (including money) directly or indirectly to, or entered into any contract, arrangement or understanding to provide any benefit (including money) directly or indirectly, to any competitor (including any contractor under a similar contract with the Customer or under the Arrangement) relating in any way to the Contract;
  (ii) it has not received any such benefit directly or indirectly, or entered into any contract, arrangement or understanding to receive any such benefit directly or indirectly from any competitor (including any contractor under a similar contract with the Customer or under the Arrangement) relating in any way to the Contract; and
  (iii) it will not provide or receive any such benefit;

(c) except as expressly disclosed to the Customer, it has not consulted, communicated or entered into any contract, arrangement or understanding to provide any benefit (including money), whether directly or indirectly, to a trade, industry or other association (above the published standard fee) relating in any way to the Contract, nor has it provided, nor will it provide any such benefit;

(d) except as is fully disclosed to the Customer in the Contract, at the time of entering into the Contract, the Contractor and all corporations and persons associated with the Contractor, including directors and senior management, are not and have never been subject to proceedings relating to anti-competitive conduct in Australia or overseas; and

(e) the Contractor will notify the Customer immediately upon becoming aware that the Contractor or any corporation or person associated with the Contractor, including a director or member of senior management becomes subject to proceedings relating to anti-competitive conduct in Australia or overseas during the Contract Term by disclosing, at a minimum:
  (i) the names of the parties to the proceedings;
  (ii) the case number;
  (iii) the general nature of the proceedings; and

(iv) the outcome or current status of the proceedings.

53.4 The Contractor acknowledges that the Customer has entered into this Contract in reliance of the warranties in clause 53.3.

53.5 If the Contractor breaches clause 53.3, without limiting its rights under the Contract, the Customer may:

(a) deduct from any moneys due to the Contractor under the Contract, an equivalent sum as an amount due from the Contractor to the Customer; and

(b) at its entire discretion terminate the Contract and claim damages for breach of the Contract.

54. CONFLICT OF INTEREST

54.1 The Contractor warrants that, to the best of its knowledge, as at the Contract Commencement Date neither the Contractor nor any of its officers, employees, agents or sub-contractors have, or are likely to have, a Conflict of Interest in the performance of the Contractor's obligations under the Contract.

54.2 If a Conflict of Interest or risk of Conflict of Interest arises during the Contract Term (without limitation, including work undertaken by the Contractor for any entity other than the Customer), the Contractor must immediately give Notice of the Conflict of Interest, or the risk of it, to the Customer.

54.3 The Contractor must:

(a) take all reasonable measures to ensure that its officers, employees, agents and sub-contractors do not engage in any activity or obtain any interest which is in conflict with the Contractor's ability to supply the Goods and/or perform the Services for the Customer in good faith and objectively; and

(b) immediately give Notice to the Customer of any Conflict of Interest relating to the activities or interests of any of its officers, employees, agents or sub-contractors.

54.4 Upon receipt of a Notice in accordance with clause 54.2 or 54.3(b), or upon the Customer otherwise identifying a Conflict of Interest, the Customer may either:

(a) direct the Contractor as to how to manage the Conflict of Interest and the Contractor must comply with any reasonable direction so given by the Customer;

(b) suspend the Contract in accordance with clause 60; or

(c) elect to terminate the Contract in accordance with clause 61.5(d).

54.5 If clause 54.4(a) or 54.4(b) applies, the Contractor must give Notice to the Customer when the Conflict of Interest or risk of Conflict of Interest is resolved.

55. CONFIDENTIALITY

55.1 The Contractor must not, and must ensure that its officers, employees, agents and sub-contractors do not, use or disclose any Confidential Information without the Customer's consent, other than in accordance with this clause 55.

55.2 The Contractor may disclose Confidential Information:

(a) to its officers, employees, agents and sub-contractors to the extent necessary for the performance of the Contract, provided that the Contractor:
(i) makes such persons aware that the information is confidential; and
(ii) if specified in item 17 of Schedule A or directed by the Customer during the Contract Term, obtains from such persons a deed of confidentiality in a form acceptable to the Customer;

(b) where required by law; or

(c) where the Contract requires disclosure to a third party.

55.3 The Contractor must keep all Confidential Information in a secure location so that no unauthorised person is able to gain access to it.

55.4 Subject to clause 55.6, upon receipt of a written request by the Customer either during the Contract Term or upon termination or expiration of the Contract, the Contractor must deliver to the Customer any Documents and/or Records in the Contractor's power, possession or control.

55.5 Subject to clause 55.4 the Contractor must:

(a) return any Documents and/or Records to the Customer upon the completion of the Contract; and/or

(b) destroy its files and any copy (but not the original) of any Documents and/or Records held in its file in accordance with usual business practices and any applicable legislative requirements.

55.6 If the Contractor wishes to retain a copy of any Documents and/or Records in connection with the Contract for the purposes of the Contractor's own reasonable internal credit, risk, insurance, legal and professional responsibilities, the Contractor must notify the Customer in writing prior to the termination or expiration of the Contract, identifying the Documents and/or Records and the reasons for the request for retention.

55.7 Any consent granted by the Customer may require the Contractor to return the copies of the Documents and/or Records to the Customer at the end of 7 years after the termination or expiration of the Contract. If the Customer does not make such a request, the Contractor must destroy each copy of the Documents and/or Records at the end of 7 years after the termination or expiration of the Contract.

55.8 Regardless of the terms of the Customer's consent, the Contractor must maintain confidentiality and otherwise comply with the terms of the Contract and in relation to the Documents and/or Records during the period in which it retains a copy of the Documents and/or Records.

56. PRIVACY AND PERSONAL INFORMATION

56.1 If the Contractor collects or has access to Personal Information in order to provide the Goods and/or Services, the Contractor must:

(a) if the Customer is an "agency" other than the health department within the meaning of the *Information Privacy Act 2009* (Qld), comply with Parts 1 and 3 of Chapter 2 of that Act in relation to the discharge of its obligations under the Contract, as if the Contractor was the Customer;

(b) if the Customer is the "health department" within the meaning of the *Information Privacy Act 2009* (Qld), comply with Parts 2 and 3 of Chapter 2 of that Act in relation to the discharge of its obligations under the Contract, as if the Contractor was the Customer;

(c) ensure that the Personal Information is protected against loss and against unauthorised access, use, modification, disclosure or other misuse;

(d) not use Personal Information other than for the purposes of the supply of the Goods and/or performance of the Services, unless required or authorised by law;

(e) not disclose Personal Information without the consent of the Customer, unless required or authorised by law;

(f) not transfer Personal Information outside of Australia without the consent of the Customer;

(g) ensure that access to Personal Information is restricted to those of its employees and officers who require access in order to perform their duties under the Contract;

(h) ensure that its officers and employees do not access, use or disclose Personal Information other than in the performance of their duties under the Contract;

(i) ensure that its sub-contractors and agents who have access to Personal Information comply with obligations the same as those imposed on the Contractor under this clause 56;

(j) fully co-operate with the Customer to enable the Customer to respond to applications for access to, or amendment of a document containing an individual's Personal Information and to privacy complaints; and

(k) comply with such other privacy and security measures as the Customer reasonably advises the Contractor in writing from time to time.

56.2 The Contractor must, if specified in item 18 of Schedule A or if requested by the Customer during the Contract Term, obtain from its officers, employees, agents or sub-contractors engaged for the purposes of the Contract, an executed deed of privacy in a form acceptable to the Customer.

56.3 The Contractor must immediately notify the Customer on becoming aware of any breach of clause 56.1.

57. SECURITY AND ACCESS

57.1 The Contractor must, and must ensure that its officers, employees, agents and/or sub-contractors, when entering upon the Customer's premises, dealing with the Customer's employees or members of the public, or using the Customer's facilities, equipment or resources, comply with all applicable rules, policies, standards, codes of conduct, directions and procedures of the Customer, including those relating to security, workplace health and safety and appropriate use of information and communication technology in a like manner as if they were employees of the Customer.

57.2 The Contractor must give the Project Manager and/or any other person authorised in writing by the Customer reasonable access to premises occupied by the Contractor where the Goods and/or Services are being produced and/or undertaken and must permit them to inspect any Contract Material or other material related to the Goods and/or Services.

57.3 The Project Manager and/or any other person authorised in writing by the Customer must, when attending at the Contractor's premises or facilities, comply with all applicable rules, directions and procedures as notified by the Contractor, including those relating to security or workplace health and safety, that are in effect at the premises or facilities.

58. VARIATION TO THE CONTRACT

58.1 Except for the circumstances specified in clauses 58.2 and 58.6, the Contract may only be varied by written agreement between the Parties after the Party requesting the variation has given the other Party a Notice setting out the proposed variation. The Parties must act reasonably and within a reasonable time period in deciding whether to agree to a variation, as requested by the other Party.

58.2 The Customer may vary the terms and conditions of the Contract by Notice to the Contractor, when reasonably required as a result of changes in Government policy.

58.3 Where the terms and conditions of the Contract are varied as a result of clause 58.2, the Contractor must promptly submit in writing to the Customer any proposed variation to the Contract which is required as a result of this amendment. If the Parties are unable to reach agreement in relation to the Contractor's proposed variation, the provisions of clause 30 will apply to resolve the dispute.

58.4 Any variation proposed by the Contractor in accordance with clause 58.1 or 58.3 must be accompanied by evidence to substantiate such proposed variation.

58.5 Despite any other provision of this clause 58, any variation proposed by the Contractor which purport to take away or reduce the entitlements of the Customer in accordance with clause 63.7, will be deemed to be rejected by the Customer and the Contract will remain unvaried.

58.6 The Customer may at any time serve a Notice on the Contractor requiring the Contractor to decrease or omit the supply of any part of the Goods and/or Services.

58.7 Following issue of such Notice, the Contractor will comply with the Notice and immediately take steps necessary to minimise the loss suffered by it as a result of the Notice.

58.8 Where the supply of any part of the Goods and/or Services have been decreased or omitted in accordance with clause 58.6, the Customer will pay the Contractor:

(a) for the Goods and/or Services supplied as varied by the Notice in accordance with clause 58.6; and

(b) any reasonable costs incurred by the Contractor which are directly attributable to the reduction in the Goods and/or Services. However, the Customer will not be liable to the Contractor for any loss of profits.

59. SUSPENSION OF PAYMENT

59.1 The Customer may suspend payments to the Contractor without penalty if the Contractor refuses, neglects or fails to supply and/or perform any part of the Contract, until the Goods are supplied and/or the Services performed in the manner acceptable to the Customer and in accordance with the Contract.

60. SUSPENSION OF THE CONTRACT

60.1 The Customer may at any time by Notice, direct the Contractor to:

(a) suspend work on the supply of all or any part of the Goods and/or Services for a specified period; or

(b) recommence work on the supply of all or any part of the suspended Goods and/or Services.

60.2 Where the Customer suspends the supply of the Goods and/or Services by Notice in accordance with clause 60.1(a):

(a) the Contractor must, following receipt of that Notice, immediately take all steps necessary to minimise the loss suffered by the Contractor as a result of the suspension, including taking all reasonable steps to prevent or minimise its liabilities to its suppliers, contractors and sub-contractors;

(b) the Contractor and the Customer must negotiate in good faith as to reasonable compensation payable to the Contractor for any additional costs that were reasonably and properly incurred by the Contractor as a direct result of the suspension but the compensation must not include loss of profit, revenue, goodwill or business opportunities, damage to reputation and any indirect or consequential loss, and, where the suspension is the result of any act or omission of the Contractor, the Contractor will not be entitled to payment by the Customer of any costs, expenses or any other compensation arising out of such suspension; and

(c) any previously agreed completion dates for the Goods and/or Services will be postponed by a period equivalent to the duration of the suspension.

60.3 Where the Contractor commits a breach of the Contract, the Customer may without limiting any right of action or remedy which has accrued or may accrue in favour of the Customer:

(a) give Notice to the Contractor, by a notice of suspension, that the Contract is suspended in whole or in part from the date specified in the Notice for a nominated period; and

(b) provide the Contractor with reasonable directions in relation to subsequent performance of the Contract.

60.4 The Contractor must immediately comply with any reasonable directions given by the Customer, in accordance with clause 60.3(b).

60.5 Prior to the period of suspension expiring, the Customer will notify the Contractor in writing that the:

(a) period of suspension will cease to be effective from the date specified in the Notice based on the Customer being satisfied that the issues/concerns which gave rise to the suspension have been resolved, upon which, each Party must resume its performance under the Contract from that date;

(b) period of suspension will be extended for a further period of time specified in the Notice; or

(c) Contractor must show cause, pursuant to a Notice issued by the Customer, why the Customer should not terminate the Contract from the date specified in the Notice.

60.6 If the Customer fails to notify the Contractor in writing in accordance with clause 60.5, the period of suspension will expire at the end of the nominated period and each Party must then resume its performance under the Contract.

61. TERMINATION OF THE CONTRACT

61.1 The Customer may terminate the Contract, in whole or in part, for convenience by giving 30 days Notice or such other reasonable period determined by the Customer, to the Contractor.

61.2 If the Contract is terminated in accordance with clause 61.1:

(a) the Contractor must, following receipt of that Notice from the Customer, immediately take all steps necessary to minimise the loss suffered by the Contractor as a result of the termination, including taking all reasonable steps to prevent or minimise its liabilities to its contractors and sub-contractors;

(b) subject to clause 61.2 (c), the Customer must pay to the Contractor the fees and expenses reasonably incurred by the Contractor in carrying out the Contract to the date of termination together with any costs and expenses reasonably incurred by the Contractor which are directly attributable to the termination; and

(c) the Customer will not be liable for payment to the Contractor for any compensation relating to loss of profit, revenue, goodwill or business opportunities, damage to reputation or indirect or consequential loss, or any other reason in relation to termination nor will the Customer be liable for payment to the Contractor for any amount greater than the amount that the Customer would have paid to the Contractor had the Contract been completely performed.

61.3 Without limiting clause 61.5, where the Contractor commits any breach of the Contract, the Customer may by Notice, require the Contractor to show cause by the date specified in the Notice, why the Customer should not terminate the Contract.

61.4 If the Contractor fails to show reasonable cause by the date specified in the Notice, then the Customer is entitled, upon Notice to the Contractor, to terminate the Contract.

61.5 The Customer may immediately terminate the Contract by Notice to the Contractor if:

(a) the Contractor fails to provide the Performance Guarantee in accordance with clause 19 or Financial Security in accordance with clause 20;

(b) the Contractor breaches any part of clause 27 or 28; or

(c) the Customer is satisfied that the Contractor has breached any part of clause 53;

(d) the Contractor gives Notice in accordance with clauses 54.2 or 54.3(b) or the Customer otherwise identifies a Conflict of Interest;

(e) the Customer is satisfied that the Contract has breached any part of clause 55 or 56;

(f) the Contractor:

(i) becomes insolvent or bankrupt or being a company goes into liquidation or has instituted against it any action or proceeding which has an object or may result in bankruptcy or liquidation;

(ii) has a receiver or a receiver and manager appointed or a mortgage goes into possession of any of its assets or becomes subject to any form of external administration;

(iii) enters into an arrangement with its creditors or otherwise takes advantage of any laws in force in connection with insolvent debtors; or

(iv) is wound up, voluntarily or involuntarily; or

(g) the Contractor indicates that it is unable or unwilling to complete the Contract.

61.6 If the Customer terminates the Contract in accordance with clause 61.4 or 61.5, the termination is without prejudice to any rights of the Customer under the Contract or at common law, including the right to claim damages for breach of the Contract.

62. NOTICES RELATING TO THE CONTRACT

62.1 Any Notice which may be given to or served on either Party under the Contract must be sent or delivered to the following respective addresses:

(a) for the Customer - as specified in item 19 of Schedule A; or

(b) for the Contractor - as specified in item 20 of Schedule A,

or such other address as a Party may subsequently notify to the other Party in writing in accordance with this clause.

62.2 Notwithstanding clause 62.1, if the Contractor is a company then the Customer may serve a Notice at any time on the Contractor's registered office.

62.3 A Notice to be given or served in accordance with clause 60 or 61 must not be sent via email.

62.4 A Notice will be deemed to be given:

(a) if posted – two (2) Business Days after the date of posting;

(b) if delivered by hand during a Business Day – on the date of delivery;

(c) if faxed – on the date the sender's facsimile machine notes a complete and successful transmission; or

(d) if emailed – on the date recorded on the device from which the Party sent the email, unless the Party receives an automated message that the email has not been delivered,

except that a delivery by hand, fax or email received after 5:00pm (local time of the receiving Party) will be deemed to be given on the next Business Day.

63. GENERAL PROVISIONS

63.1 RELATIONSHIP OF PARTIES

63.1.1 The relationship of the Parties under the Contract is one of principal and contractor and the Contractor is not by virtue of the Contract in partnership or joint venture with the Customer and must not represent itself or allow itself to be represented as a partner, joint venturer, officer or employee of the Customer.

63.2 WAIVER

63.2.1 Any failure by a Party at any time to enforce a clause of the Contract, or any forbearance, delay or indulgence granted by a Party to the other will not constitute a waiver of the Party's rights.

63.2.2 No provision of the Contract will be deemed to be waived unless that waiver is in writing and signed by the waiving Party.

63.2.3 A waiver by a Party of a breach of any part of the Contract will not be a waiver of any subsequent breach of the same part nor a waiver of a breach of any other part.

63.3 SEVERABILITY

63.3.1 If any part of the Contract is determined to be invalid, unlawful or unenforceable for any reason then that part, to the extent of the invalidity, unlawfulness or unenforceability, will be severed from the rest of the Contract and the remaining terms and conditions will continue to be valid and enforceable to the fullest extent permitted by law.

63.4 FURTHER ASSISTANCE

63.4.1 The Contractor must do all things reasonably required by the Customer to give effect to the Contract.

63.5 NO ASSIGNMENT

63.5.1 The Contractor must not assign, in whole or in part, its obligations or interest in the Contract, except with the consent of the Customer.

63.6 DISCLOSURE BY CUSTOMER

63.6.1 The Contractor acknowledges that the Customer, its officers, employees, agents and sub-contractors may use and disclose any of the information provided by the Contractor about the Contractor, the Contract or the Goods and/or Services to Queensland Government departments or agencies, Queensland Government Bodies, Non-Government Organisations and/or the Commonwealth, States or Territories, for any purpose in connection with the administration of the Contract.

63.7 RIGHT TO INFORMATION AND DISCLOSURE

63.7.1 The *Right to Information Act 2009* (Qld) (RTI Act) provides members of the public with a legally enforceable right to access documents held by Queensland Government agencies.

63.7.2 The RTI Act requires that documents be disclosed upon request, unless the documents are exempt or on balance, disclosure is contrary to the public interest.

63.7.3 Information relating to the Contract is potentially subject to disclosure to third parties.

63.7.4 If disclosure under the RTI Act, and/or general disclosure of information provided by the Contractor in connection with the Contract, would be of concern to the Contractor, because it would disclose trade secrets, information of commercial value, the purpose or results of research or other information of a confidential nature, this should be indicated by the Contractor at the time of the disclosing the information to the Customer. The Customer cannot guarantee that any information provided by the Contractor will be protected from disclosure under the RTI Act.

63.7.5 Despite any other provision of the Contract, the Customer is entitled to publish on the Department of Housing and Public Works' website: *www.hpw.qld.gov.au* under '*Supply and disposal/Tenders and contracts'* or by any other means, the following details:

(a) the name and address of the Customer;

(b) a description of the Goods and/or Services;

(c) Contract Commencement Date or award date;

(d) value of the Contract;

(e) name and address of the Contractor;

(f) procurement method used; and

(g) where the total value of the Goods and/or Services is $10 million or more, the Customer is entitled to publish the following additional information:
  (i) Invitation details;
  (ii) Contract overview; and
  (iii) reasons for non-disclosure of procurement results (if applicable).

63.8 NO ADVERTISING

63.8.1 The Contractor must not, and must ensure that its officers, employees, agents and/or sub-contractors do not, make any public announcement or advertisement in any medium in relation to the Contract without the consent of the Customer.

63.9 COMPLAINT MANAGEMENT

63.9.1 If at any time during the Contract Term the Contractor considers that it has been unreasonably or unfairly treated and it has not been able to resolve the issue with the Customer, the Contractor should contact the Customer's Complaint Manager, specified in item 21 of Schedule A and ask for the matter to be dealt with in accordance with the Customer's complaint management process. The request will need to be in writing and include the following details:

(a) dates and facts relevant to the complaint;

(b) parties involved;

(c) issues that require resolution;

(d) outcomes the Contractor considers appropriate for resolving any issues; and

(e) Contractor's contact details.

64. CLAUSES TO SURVIVE TERMINATION OF THE CONTRACT

64.1 The following clauses will survive termination or expiration of the Contract:

clause 1 - Definitions and Interpretation;
clause 42 - Customer may Enforce the Arrangement;
clause 44 - Transferability / Portability of Goods and/or Services;
clause 51 - Performance Guarantee;
clause 52 - Financial Security;
clause 55 - Confidentiality;
clause 56 - Privacy and Personal Information;
clause 63.2 - Waiver;
clause 63.6 - Disclosure by Customer;
clause 63.7 - Right to Information and Disclosure; and
clause 63.8 - No Advertising.

Queensland Government

Our ref CN-17284
Your ref CN-17284
Enquiries David Nghi

Department of
Transport and Main Roads

18 January 2022

Samiul Hossain
SMEC Australia Pty Ltd
[redacted]

Dear Mr Hossian

Re: Request for Offer CN-17284 for the provision of Centenary Bridge Upgrade Contract Administration

Thank you for your offer in response to the above Request for Offer (RFQ) dated 18 November 2021. Your offer has been accepted.

The following documents constitute the entire Contract between the parties:

(a) CN-17284: Amended Contract Administration Technical Brief (v3.5.6) dated 15 November 2021 refer "Form 4A – Technical Brief for Contract Administration Services for CN-17284;

(b) Terms and Conditions of MIP118/11, Contract Administration Services Standing Offer Arrangement for the provision of goods/ services version 003 dated 1 July 2011;

(c) Your Offeror's Response dated 18 November 2021.

(d) Purchase Order 2030563793 (to be issued by TMR);

(e) This letter.

We would like to thank you for the time and effort spent in submitting your offer.

Yours sincerely

John Ryan
[redacted]
Deputy Regional Director (Metropolitan)

Division - Infrastructure Management and Delivery
Branch – Program Delivery and Operations
Street Address – 313 Adelaide Street Brisbane

Telephone [redacted]
Website www.tmr.qld.gov.au
Email [redacted]
ABN 39 407 690 291

SMEC
Member of the Surbana Jurong Group

18 November 2021

Department of Transport and Main Roads
GPO Box 1412
Brisbane Qld 4001

Attention: David Nghi

Dear David,

RE: CN-17824 - Contract Administration Services for the Centenary Bridge Upgrade

In response to the Department of Transport and Main Roads' (TMR) Request for Quote (RFQ) for the above project, SMEC is pleased to submit the attached Offer for Consultant Services. SMEC's team will work closely with TMR to administer the project and meet TMR's strategic project objectives. Our team will focus on:

- **Collaboration and best for project results**: Working together with TMR and the Contractor to achieve positive relationships for outstanding project results. This will be based largely upon SMEC's unrivalled experience with successful delivery of major projects for TMR Metro region.
- **Quality outcomes**: Implementing proven contract administration processes based on extensive previous experience and lessons learned to influence contractor's performance and project delivery in a positive way to obtain excellent outcomes.
- **Value for money**: Our Lump sum offer is based on sensible staff resourcing to provide Value-for-money for TMR . The assumptions used in determining this resourcing, along with various value-adding proposals are shown in EC1 and EC5.

SMEC offers:

- **A highly experienced and cohesive CA team** with team members who have worked together successfully delivering similarly challenging projects involving major bridge structures and marine/land based works. These include Ipswich Motorway Upgrade Rocklea to Darra Stage 1 (R2D), Gateway Upgrade South & South East Busway Extension (GUSBUS), Ipswich Motorway/Logan Motorway Upgrade as well as Kingsford Smith Drive, and numerous other relevant projects for Brisbane City Council. Details of established relationships are shown on the respective CVs in Attachment B
- **Unparalleled local marine structures experience within the team** with collective experience across many Brisbane river crossings. Our team has project experience working on projects such as the new Gateway bridge, refurbishment of the old Gateway bridge, Riverwalk in Brisbane river and the original Coomera river bridge
- **Established relationships** and understanding of TMR processes and requirements. They will bring lessons learned from previous projects, particularly with the TIC-CO style of contract as well as detailed TMR organisational and technical knowledge to this project.
- **Strong Management and Technical Specialist Support.** We are offering a SMEC Senior Management Leadership team, at no additional cost to the project, to provide technical and contractual oversight and project governance, as well as a vast array of technical specialists who are available to provide advice.
- **Third-party accredited quality management systems** and rigorous risk management practices and tested and proven, risk-based approach to delivering Construction Administration services.

We acknowledge the receipt of the following addendums:

- NTO 01 – 5th November 2021
- NTO 02 – 9th November 2021
- NT0 03 - 15th November 2021

Please do not hesitate to contact me on [redacted] or [redacted] if you require further details.

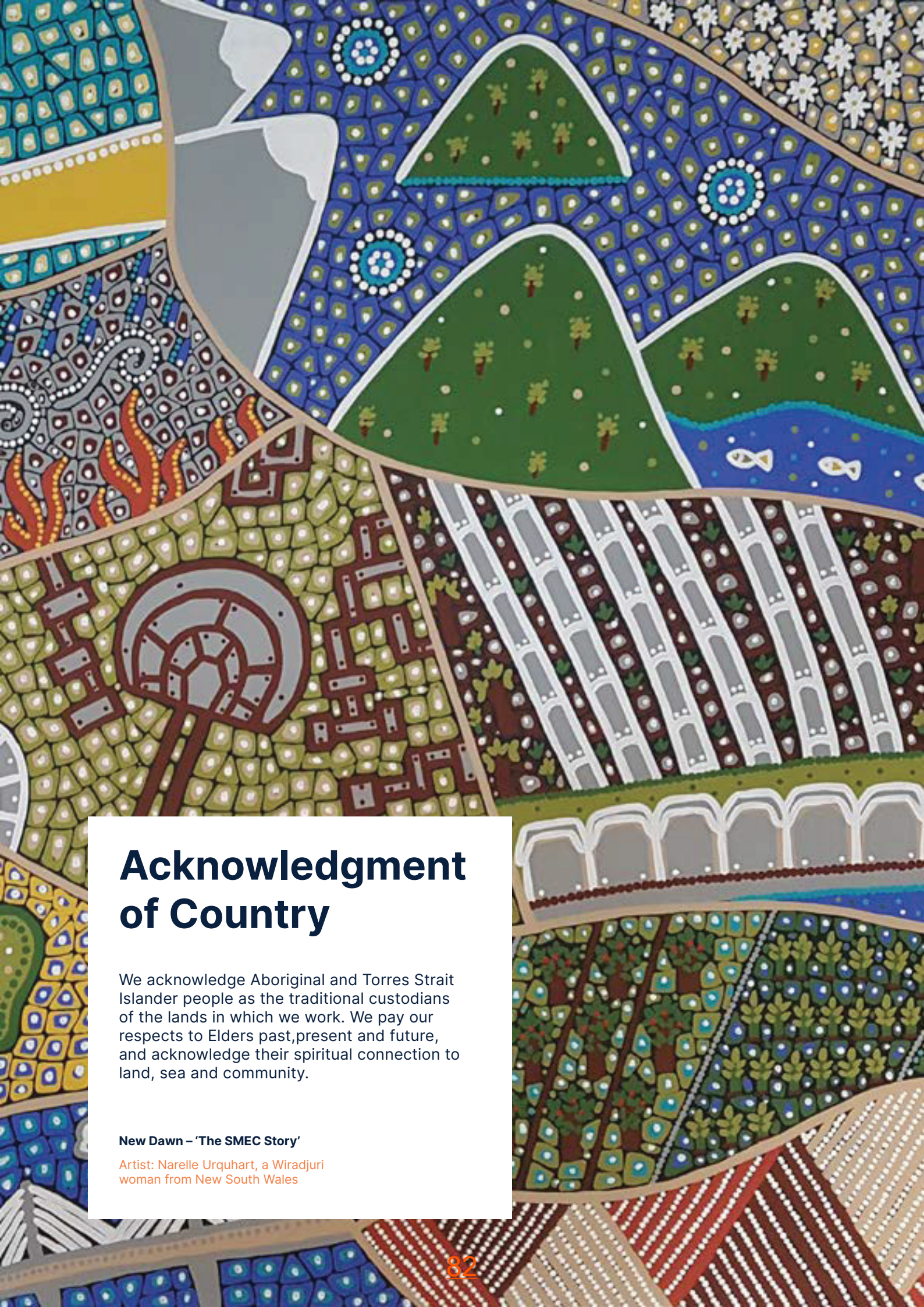
Yours sincerely,

[redacted]

Samiul Hossain
State Manager - QLD/NT

SMEC
Level 6, 480 St Pauls Terrace
Fortitude Valley, QLD 4006, Australia
(PO Box 2211, Fortitude Valley, QLD 4006, Australia)
T [redacted] **F** [redacted] **E** brisbane@smec.com

SMEC Australia Pty Ltd **ABN** 47 065 475 149
SMEC International Pty Ltd **ABN** 32 065 440 619
SMEC Services Pty Ltd **ABN** 79 066 504 792
SMEC Holdings Pty Ltd **ABN** 84 057 274 049



Acknowledgment of Country

We acknowledge Aboriginal and Torres Strait Islander people as the traditional custodians of the lands in which we work. We pay our respects to Elders past,present and future, and acknowledge their spiritual connection to land, sea and community.

New Dawn – 'The SMEC Story'

Artist: Narelle Urquhart, a Wiradjuri woman from New South Wales

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Request for Quote Form



DMS No. insert DMS number

Request for Quote (RFQ)

RFQ Number: CN 17824

The Department of Transport and Main Roads invites offers for the provision of Contact Administration Serivces as specified in Section 1 – RFQ requirements.

- It is a requirement of the RFQ that the response form be completed and submitted to the Department of Transport and Main Roads by the date and time specified in Section 1 - Requirements.
- The response form contained in Section 2 – Supplier Response has been included to assist suppliers to respond to the RFQ.

Section 1 - Requirements

Description of Services:	Centenary Bridge Upgrade – Contract Administration Services
Contract period:	06/12/21 – 16/04/27
Conditions of Contract	As per MIP118/11 Standing Offer Arrangment conditions for the provison of goods/and or services version 003 dated 1 July 2011

Criminal History Screening	Criminal History Screening be required to allow TMR business system access? ☒ Yes ☐ No *If yes, the successful contractor / consultant will be required to undergo Criminal History screening on award of the contract.*

Lodgement of Submission:	Email to CentenaryBridgeUpgrade@tmr.qld.gov.au
Closing Date:	18/11/21 @ 14:00
Offer Validity Period:	60 days

Contact officer:	David Nghi, Principal Engineer
	[redacted]
	[redacted]
Complaints Management:	The Customer's Complaint Manager is the Chief Procurement Officer GPO Box 1412 E: Chief Procurement Officer Brisbane Qld 4001 Ph: (07) 3066 1747

Mandatory Requirements:	The following criteria are mandatory: (a) The supplier must comply with the Ethical Supplier Threshold; (b) Refer to CA Technical Brief
Submission Requirements:	(a) Completion of section 2 – Supplier Response (b) Refer to CA Technical Brief (Section 7 – Offer Selection)
Insurance Requirements:	(a) Refer to CA Technical Brief (Section 11 – Insurance)

Non-Conforming Offers:	Failure to comply with all the requirements of the Request for Quote may result in an Offer being considered non-conforming.	
Evaluation criteria:	**Criteria 1:**	**Resource Strategy (Non-price) (10%)**
	Criteria 2:	**Key Personnel (Non-price) (15%)**
	Criteria 3:	**Key Personnel (Non-price) (15%)**
	Criteria 4:	**CA KRA Plan (Non-price) (15%)**
	Criteria 5:	**Offerer's Rates (Price) (45%)**

Section 2 – Supplier Response

COMPANY DETAILS:	
Company name	SMEC Australia Pty Ltd
ACN/ABN	47 065 475 149
Address	Level 6, 480 St Pauls Terrace, Fortitude Valley, QLD 4006, Australia
Postal Address (if different from above)	PO Box 2211, Fortitude Valley, QLD 4006, Australia
Contact Officer Name	Samiul Hossain
Phone Number	[redacted]
Email Address	[redacted]

FEE/PRICING INFORMATION:	
Lump Sum Price (Table 4, Section 7) (excl GST)	**$ 7,966,370**
GST Amount	**$ 796,637**
Estimate of hours	43,518
Total Price: (incl GST)	**$ 8,763,007**

INSURANCE:		
Insurance Details	**(Refer Section 1)**	
Worker's Compensation	Policy No:	WAA960748117
	Insurer:	WorkCover Queensland
	Name Insured:	SMEC Australia Pty Ltd
	Expiry Date:	30th June 2022
Public Liability	Insured Amount:	$20,000,000
	Policy No:	ECUL-PPL-001-2020
	Insurer:	Engineering Consultants Underwriters Ltd
	Name Insured:	SMEC Australia Pty Ltd
	Expiry Date:	31st December 2021
Professional Indemnity	Insured Amount:	$10,000,000
	Policy No:	SJ-PI-002-2020
	Insurer:	Engineering Consultants Underwriters Ltd
	Name Insured:	SMEC Australia Pty Ltd
	Expiry Date:	31st December 2021

Ethical Supplier Threshold	Please provide the following details about the Supplier: Has the Supplier: • contravened a civil remedy provision of Chapter 2 or Chapter 3 of the *Fair Work Act 2009* (Cth), or committed an offence against the Fair Work Act?

	• contravened a civil remedy provision of Chapter 2, 3, 4, 5, or 7 of the *Industrial Relations Act 2016*, or committed an offence against the Industrial Relations Act, or failed to pay employment related levies, or other payments, established under Queensland legislation? • failed to make superannuation contributions on behalf of employees in accordance with law? • purported to treat employees as independent contractors, where they are not? • required persons who would otherwise be employees to provide an Australian Business Number so that they could be treated as independent contractors? • engaged persons on unpaid work trials or as unpaid interns, where they should be treated as employees? • entered into an arrangement for the provision of labour hire services with a person who is not licensed under the *Labour Hire Licensing Act 2017*, or a supplier who is an unlicensed provider under the Labour Hire Licensing Act? • paid employees wages below those provided for in an applicable modern award? ☐ Yes* ☒ No *If Yes, please provide full and complete details: Insert text
Principles of Ethical Business	The Queensland Government is committed to doing business with ethically, environmentally and socially responsible suppliers. Transport and Main Roads supports these values specifically by: • Considering opportunities to increase prospects for apprentices; and to reduce long-term and youth unemployment • Considering the origin of supply to support ethical and environmentally sustainable manufacturers and suppliers • Creating a zero tolerance environment in relation to domestic and family violence in the workplace and broader community TMR expects suppliers to align with these values and seek to similarly support strong, ethical conduct. Is your organisation able to confirm alignment with these principles of ethical business ☒ Yes ☐ No* *If No, please advise what is preventing you from aligning to the principles of ethical business. Insert text
Conflict of Interest and Collusion: **(disclose if applicable)**	**Conflict of Interest:** Suppliers must provide details of any possible conflict of interest that exists or may arise in relation to the making and/or acceptance of their Offer. If there is nothing to declare, please insert “None”. None.
	Collusion: In submitting its Offer, the Supplier warrants to the Eligible Customer that it fully complies with clause 23.5 of the Conditions of Offer, except as expressly disclosed in this Response Form. The Supplier must disclose the full nature and extent of any agreements with competitors to the Eligible Customer. If there is nothing to disclose, please insert “Nil”. Nil.
Authorisation, Certification and Execution by Supplier	As the authorised officer named below, I certify that in submitting the Supplier’s Response on behalf of the Supplier: 1. I have the appropriate authority to authorise the Supplier’s Response 2. I have read, understood and complied with the Requirements of the Request for Quote. 3. It is a mandatory criteria that the Supplier must: • comply with the Ethical Supplier Threshold; and • have complied with the Ethical Supplier Threshold: ○ where this RFQ is released on or before 1 August 2024, since 1 August 2019; or

	○ where this RFQ is released after 1 August 2024, during the prior five years. 4. The enclosed Supplier's Response is a true and accurate account of our offer.	
	Name:	Samiul Hossain, State Manager – QLD/NT
	Signature and date:	[redacted] 18/11/2021

EC1

Resource Strategy



EC1 – Resource Strategy

Our resource strategy draws on the experience of delivering similar and complex infrastructure projects and is underpinned by the following overarching principles:

- Value for money and best for project outcome for TMR by assigning resources to the program and activities as included in **Attachment A**.
- Skilled and well managed contractor, supported by competent design and documentation.
- A team with complementary and broad skillset to enable flexibility and wide coverage of works.
- Ability to respond to the scope requirements defined in the technical brief and to adequately manage the key risks, including responding quickly respond to unforeseen circumstances at the project site.
- Identify value-adds for consideration by TMR – please refer **EC5**.

Based on the above, our resourcing strategy includes:

- Contract Administrator available full time during the project, although allocated 70% of the time to present value for money outcome with the assumption of usual level of commercial issues.
- Contract Administrator's Representative, Site Engineer, one Inspector available full time for 45h per week throughout the project allowing for some build up and ramp down.
- A second Inspector when the bulk of the bridge construction activities are happening, for a period of approximately three years.
- ITS inspector to undertake specialist surveillance works supplementing the other two inspectors.
- Site Administration/Document Controller for the equivalent of 3 days per week for the entire duration.

Peter Konecny leads the team as Contract Administrator and will manage all commercial and contractual issues, as well as maintaining an oversight of BPIC surveillance and compliance. As an Administrator, Peter will foster a collaborative culture between all parties. His firm but fair approach has proven to minimise adversarial contractual claims in past projects. Notwithstanding, Peter and the CA team have ample experience to resolve all claims on site, saving the engagement of independent experts. Peter is also TMR-prequalified as DRA03: Dispute Resolution Advisor and SCA03: Claims Specialist.

Chris Demartini was carefully chosen as the CA Representative, as he brings substantial structures knowledge and experience to the CA team. He has been involved with numerous major bridge and structures projects including both land-based and marine-based works. He has also had extensive experience working in the Brisbane River system having worked for Brisbane City Council (BCC) for nearly 20 years and being involved with all BCC cross river bridges, along with his later role on the construction of the new Gateway Bridge and refurbishment of the old Gateway Bridge. In addition, he has design as well as construction experience, making him suitable to identify and help resolve any technical issues that may arise. He will support Peter in the CA role and will be primarily responsible for oversight of technical issues, and management of the Surveillance team, RFIs, NCRs and holding the Contractor responsible for meeting quality outcomes. Chris's AS2124 contract experience will also allow him to work with the CA on contractual issues.

John Banner, as Site Engineer is a strongly credentialled Structures and Civil Engineer and will be responsible for the day-to-day management of site issues, surveillance management, and input to NCRs and RFIs. He also has a strong civil background, including Traffic Management. John will oversee the progress claims and provide day to day liaison with the Inspectors. He has very relevant, recent experience in marine works for BCC structures in Brisbane river along with a strong background in major construct-only highway projects.

We have also nominated two very experienced Surveillance Officers for this project who can simultaneously undertake civil and structures responsibilities, both being prequalified as IR03 and IS03. This was done to enable inter-operability between the two roles, especially during peak work periods and therefore driving value for money outcome for TMR. **Russell Smith** is nominated as Roadworks Inspector and will provide primary surveillance for all road works and land-based bridge works. He is also TMD trained which will be valuable for the project. **John Bugeja**, with his wealth of marine works, will be primarily responsible for surveillance of the bridge-marine works, along with off-site inspections for precast concrete and steel girder fabrication. We envisage that night shifts will be needed to manage traffic switches as well as pitching of piles and installation of reinforcing cages in the Brisbane River. This will be able to be handled with existing staff by a combination of:

- Inspectors working split shifts, to match the Contractor's program; and/or
- Limited program of night shifts using the 2 Inspectors, and Site Engineer on a rotating roster basis.

An Electrical/ITS Inspector has been allowed on an intermittent basis as shown in the Cash Flow Schedule in **Attachment A**. The civil components such as the installation of conduits, pits and footings for cabinets, light poles and VSLS signs will be overseen by the other Inspectors. The ITS inspector will be mobilised to verify electrical installation and testing of ITS equipment and lighting, along with witnessing Factory Acceptance testing as required. He will be available as required throughout the project. However, to provide value-for-money, a limited allowance of 281 hours has been included in our lump sum price.

A Site Administrator/Document Controller has been allowed at 3 days per week. This provides efficiency of document management, and is considered appropriate for a TIC-CO project of this size, provided there is not an excessive number of RFIs and design changes. She will assist with data input for progress claims and QA reconciliations, as well as tracking all correspondence and keeping the working drawings set(s) up to date with design changes.

A web-based document management system is not proposed for this project – in order to keep the costs down for TMR. We have found that all correspondence can be adequately tracked and stored via project email addresses and linked excel spreadsheets. All documents will be stored on a One Drive (Cloud) Server. Please see **EC5** for our value adding options.

A proprietary system "Dash-Pivot" will be used for capturing all daily diaries and other site records. It can also be used for tracking Hold Points and QA documentation if the Contractor elects to take up the system. We have found the system to be incredibly powerful and simple to use – enabling upload of records in the field and review of those same records in real time by staff in the office, or elsewhere.

Audit survey and materials testing will be scheduled and coordinated with TMR's resources. SMEC are able to engage survey and materials testing at short notice, with approved suppliers if required.

Quality back-up staff are shown in the Organisation chart in **EC2**. They will be engaged in the event of leave or other prolonged absence of the nominated core staff. Their CVs are also included in **Attachment B.**

Our resource strategy also looks at the key risks identified for this project, and provides a framework for their management. Whilst we have captured some of the major risks in the framework, we will expand this by including other risks upon Contract award to ensure that risks are appropriately managed by the CA team.

Key Risk	Resourcing Strategy
Construction safety, incl. working around traffic, plant, working at heights, working over & in water, and excavating around PUP	Our approach is everybody is responsible for safety. Safety is incorporated into how we undertake our role, from the review of documentation, to site surveillance and safety sharing at meeting commencement. In addition, a WHS Advisor is included in the team for 8 hours per month to provide an independent monthly site audit and report. He will be available to provide assistance/assessment for specific safety issues as required. We request to review our WHS Advisor allowance once the BPIC framework has been agreed. Weekly safety audits will be undertaken by the CA team to complement the WHS Advisor audits.
Bridge demolition and construction works over Brisbane River	Utilise CA Rep Chris Demartini's extensive experience in bridge works on and over the Brisbane River and Engage resources skilled in similar works, particularly marine works, including Civil Engineer John Banner and Inspectors Russell Smith and John Bugeja. Fortnightly construction meetings will be scheduled with the Contractor to review performance, progress, issues and identify upcoming targets. SMEC's Structures Specialist Dr Ross Pritchard is available as required to attend meetings and review performance and issues, in addition to E&T Bridge Branch.
Reduced LOS for vehicular, peds/cyclist during construction	Peter, John and Russell are all TMD trained and will ensure that all TMPs and TGS are thoroughly reviewed for effectiveness. The CA team will ensure that all upcoming activities are identified early and relayed to the Comms team. Site surveillance will include daily review of all traffic management systems as well as weekly informal joint audits with the contractor.
Geotechnical risk	With Peter's strong geotechnical background and Chris's experience with deep piled foundations in the Brisbane River, they will be readily available to assist with review of any difficulties that may be encountered. The whole CAS team, especially Russell, are familiar with various construction techniques in all ground conditions. SMEC's geotechnical specialists stand ready to provide advice, in addition to E&T, if required.

EC2

Key Personnel



EC2 – Key Personnel

2.1 Proposed Team

Our Construction Administration Project Team Structure is shown below. Full CVs for proposed staff have been provided in **Attachment B** and current prequalification and availability is provided in the table below.

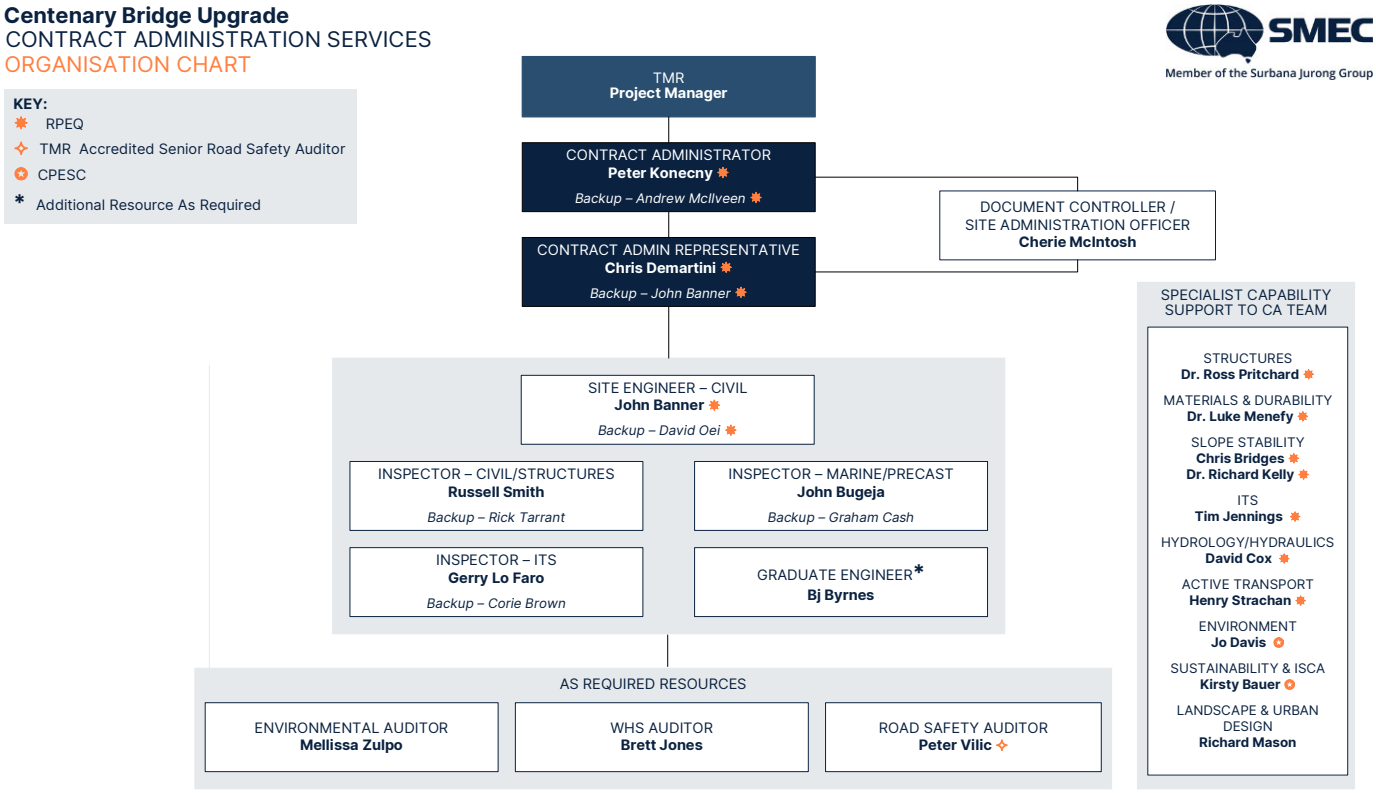


Figure 2.1: Construction Administration Project Team Organisation Structure

Graduate Engineer Role and Specialist Capability Support as potential value add. Please refer to **EC5 for further details.*

Role	Personnel	Prequalification	Availability	Back-up
Contract Administrator	Peter Konecny	CA03/DRA03/SCA03	From award	Andrew McIlveen
CA Representative	Chris Demartini	CA03	Jan 2022	John Banner
Site Engineer – Civil	John Banner	SEC02/CA02	Jan 2022	David Oei
Inspector – Civil/Structures	Russell Smith[#]	IR03/IS03	Feb 2022	Rick Tarrant
Inspector –Marine /Precast	John Bugeja	IR03/IS03*	May 2022	Graham Cash
Inspector – ITS	Gerry Lo Faro	IIE03	From award	Corie Brown

** John Bugeja is IS02 prequalified and has been submitted to TMR for prequalification at IS03.*

[#]Russell Smith will be contactable in the event of emergencies out of working hours, and readily available to attend unplanned safe site access by the Principal on short notice at any time

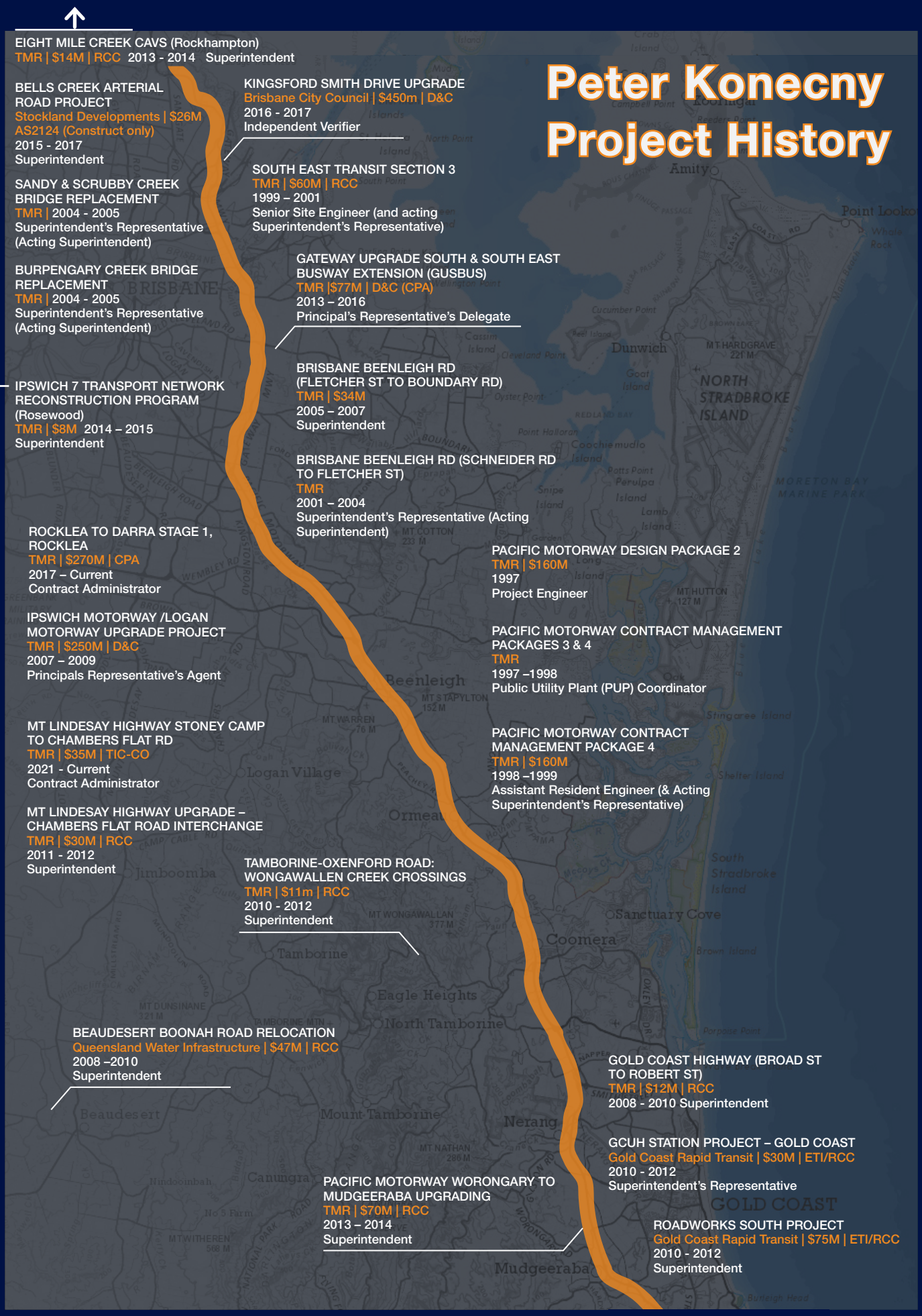
2.2 Back up Personnel

The broad experience and high calibre of our team members means that they are able to provide cover for each other for short-term absences (leave or illness) throughout the contract. For unforeseen, long-term absences, we have nominated a 'panel' of back-up resources to ensure that there is no impact to the delivery of services. Replacement of any team member will be subject to TMR's approval.

Our nominated backup personnel for each of the team roles outlined in our proposed team structure and provides their availability should it be required. Full CVs for our proposed backup staff have also been provided in **Attachment B**.

EC3 Key Personnel

Peter Konecny Project History



EC3– Key Personnel



The team will be led by Peter Konecny, who with more than thirty-five (35) years of proven technical and contract administration experience, is well respected in the Construction industry in SE Qld. Peter's QLD Construct-only experience dates back to Packages 3 and 4 of the M1 8-laning projects between Pimpama and Gaven 1997-1999. This was followed closely by an Acting Super Rep role on the SE Transit Project, Package 3 1999-2001. Subsequently, he has extended his knowledge and honed his contractual skills on the various forms of AS2124 based contracts implemented by TMR and other clients over the years. The experience gained from these projects is very relevant to the Centenary Bridge project, including:

- Numerous major signature projects, on high volume highways, involving construction of major bridges (including twin bridges across Coomera River) and demolition of existing bridges.
- Peter has successfully negotiated resolution of a large array of adversarial contractual claims, adopting case specific forms of dispute resolution. These projects have shaped Peter's mantra for achieving results through collaboration. He has encountered and resolved many forms of legal, commercial and contract issues.

Since 2007 Peter has also been engaged as a Contract Administrator/Construction Verifier on four major D&C projects, amongst other Construct-only projects. While differing contractually from TIC-CO projects, many of the technical and contractual lessons learned are directly applicable to this project. Apart from the need to manage large traffic volumes and safety on complex sites, the technical relevance includes:

- Ipswich Logan Motorway – demolition of existing bridges over the Ipswich Motorway and construction of numerous major structures; management of difficult ground conditions and liaison with multiple stakeholders including Ipswich Council, BCC and PUP Authorities.
- Gateway Upgrade South / SE Busway (GUSBUS) – management of difficult geotechnical piling conditions and slope stability issues (both technical and contractual).
- Ipswich Motorway Upgrade, Rocklea to Darra Stage 1 (R2D) – liaison with BCC regarding active transport corridor, difficult piling conditions, demolition of existing bridges over Oxley Creek.
- Kingsford Smith Drive – major marine works and cantilevered structure over the Brisbane River.

Peter has also been directly involved with the latest TIC-CO contract developments via his recent concurrent Superintendent/Contract Administrator roles at:

- Pacific Motorway 6 laning, Worongary to Mudgeeraba.
- Mt Lindesay Highway 4 laning, Chambers Flat to Stoney Camp Rd.

Apart from some relatively minor repositioning of some contractual clauses, and addition of a "Clause bank", the TIC-CO contract is essentially unchanged from earlier RCC contracts. Therefore, All earlier RCC and AS2124 contract works are considered directly relevant.

3.1 Two recent examples in resolving complex Contract claims

Example One: Gateway Upgrade South & South East Busway Extension (GUSBUS) | 2013 - 2014

Latent Condition Claims: Significant geotechnical issues arose during the course of the GUSBUS Project:

- Slope failure along a pre-existing slip plane at School Rd impacting the local Council road and the extended motorway merge lanes.
- Difficulties with bored piles due to high groundwater pressures and collapsing boreholes.
- Piling geotechnical conditions varying from the preconstruction boreholes
- Low pH groundwater impacting short term run-off management as well as long term durability design for stormwater drainage and other concrete structures.

Peter's geotechnical expertise on site was invaluable in helping to determine suitable technical solutions as well as his commercial and negotiation skills in valuing the resultant scope changes. All were achieved without dispute. In relation to the slip failure, an insurance claim was submitted under the PAI works policy. Peter

assisted with valuing which component of the rectification works would be considered as “betterment” and which were a component of the contract works. Although a D&C project, the issues arising were all the subject of Latent Condition claims, which are equally relevant to a TIC-CO contract.

Example Two: Mt Lindesay Highway, Stoney Camp to Chambers Flat Rd. | (2021-Present)

Limits of Accuracy Claim. There were significant overruns of schedule quantities for earthworks, particularly for stripping of topsoil, removal and replacement of unsuitable material and non-rippable rock in excavations. A high volume of fill was used to backfill unsuitable excavations, which led to a deficit of usable fill for embankments. The original contract envisaged a fill surplus. An additional consequence was the need for the contractor to change the mass-haul strategy, including mobilisation of truck & dogs to haul fill material via the road network in lieu of off-road dump trucks. This led to a major claim for quantities outside limits of accuracy, including substantial additional costs, disruption and extensions of time. The initial claim totalled $1.5M and 43 days EOT. Applying his Contract Administration, Claims Assessment skillset, Peter Konecny undertook forensic review of the costs and program impacts and facilitated rapid resolution of issues. The final solution entailed a 29 days EoT and $960K in additional costs which was accepted by all parties without dispute.

This example demonstrates that Peter and the CA team are capable of dealing with complex commercial claims in a TIC-CO environment for the best for Project outcome.

3.2 Two examples of engineering judgement mitigating potential issues

Example One: Pacific Motorway (M1) 6 Laning: Worongary to Mudgeeraba (Exit 79) & Mudgeeraba to Robina SB Ext | TMR 2012-2015

The project involved widening of the existing motorway under high volume traffic (> 80,000 vpd); complex construction staging and temporary traffic management; impacts on local residents and business; sensitive environmental elements including waterways, clearing of koala habitat and Acid Sulfate Soils. The works included the widening of two bridges and the demolition & replacement of two others in a constrained corridor with major public utility services.

With Peter Konecny as Contract Administrator and John Banner as the CA Site Engineer, SMEC’s astute contract management:

- Major cost savings for TMR were realised which enabled construction of additional works (Mudgeeraba to Robina south-bound Extension).
- Sustainable construction practices were achieved by maximising the reuse of existing road infrastructure such as guardrail, gates, signage and site won material etc. which was assessed as suitable for reuse.
- As a result of limited pre-design PUP location survey, a significant clash between the new stormwater and existing PUP was discovered once the stormwater works were underway. The proposed amended design was expensive and would cause a significant program delay. The CA team proposed an alternative that was adopted. It minimised the delay and additional costs.
- Minimising the clearing of native vegetation to avoid erosion and to help the re-establishment of disturbed areas.

The lessons demonstrated are that Peter and the CA team will be focused on driving superior technical solution, maximising safety, preserving environment, reducing waste, fostering community wellbeing, maximising value for road users while enhancing TMRs reputation.

Example Two: Ipswich Motorway Upgrade Rocklea to Darra Stage 1 (R2D) | TMR | 2017-2021

Active Transport: Several commercial stakeholders were impacted by construction of the Active Transport corridor which reduced the available width of the Northern service Road. This impacted on the turning movements to, and from, a number of properties. Most were addressed by driveway widenings. However, a machinery supplier proved a particularly difficult case. They used low loaders to transport very large items of construction plant. Their turning circles were much greater than the B-Double design template used for other driveways. It was looking as though changes may be required within the property to facilitate plant deliveries, possibly even legal action for compensation. An opportunity was identified for realigning the Active transport corridor approx. 2-3m closer towards the Ipswich Motorway over a distance of about 100m. Peter was an integral part of the team that identified the solution, expedited the design change, and valued the Scope Change. Although a D&C project, this example is equally as relevant to a TIC-CO contract in the event that unidentified stakeholder issues emerge. Especially one requiring a design modification “on the run” to ensure that safety, community wellbeing, stakeholder satisfaction and TMR reputation are maintained or enhanced.

EC4

CA KRA Plan



EC4 – Draft Contract Administration KRA Plan and KRA Surveillance Procedures

4.1 General Strategy

TMR is responsible for implementing the Queensland Government Policy and being accountable for the implementation of Best Practice Industry Conditions. By the time the CA is appointed it is likely that the governance mechanisms and Contractor methodology will have already been established. We see the CA role as to assist in refining the monitoring framework, collection of relevant data, surveillance and reporting to TMR.

The KRAs are used to set and drive predetermined performance levels to achieve delivery of the stated objectives. The Contract Administration KRA plan will need to be refined once the Contractor's BPIC proposals and KRAs have been accepted and the full scope is defined. However, in general terms, the KRA plan will set out:

- Surveillance procedures relating to each KRA.
- The way each KRA will be reported to the Principal Representative.
- Effective management to ensure the Contractor is meeting the agreed targets.
- Approach to ensure any failing targets are brought back in line.

The KRAs identified in PSTS-06 and how we propose to monitor these are set out below.

4.1.1 Key Result Area 1 – Quality Jobs

Performance Area	Measure	Surveillance Procedure
Valid claims – Principal Contractor pays within required timeframes	- Subcontractor invoices deemed valid (% and value) paid on time - Unpaid deemed valid invoices in arrears – dissected by days overdue - Number and value of invoices deemed valid, in hand, not yet payable.	- Review Contractor monthly report and discuss / minute observations at monthly site conference (to include summary of invoices deemed invalid and reasons why) - Reconciliation total subcontractor costs Vs reported-subcontractor invoices - Cross check with proposed standards & report
Small and medium businesses enterprises	- On-time payment performance for this category of supplier - Total spend with Small (up to 19 personnel) and medium (20-199 personnel) enterprises	- Review Contractor monthly report - Cross check with proposed standards & report
Engagement of Subcontractors	- Establishment of Best Practice Principles with suppliers and Subcontractors (Note that this is not an identified KRA performance measure in PSTS06 – but should be, as per GCC Cl 9.2.2)	- This will generally involve a detailed review subcontract template & reliance on the Contractor to advise any changes to template
Compliance & Reporting: Industrial Agreement (if applicable)	- Number of non-compliances with industrial agreement identified through TMR independent audits and effectiveness of actions taken - Workforce hrs dissected across employment status Total number of workers on project site	- Schedule 3 monthly independent compliance audits - Reporting of non-compliances - Cross check with proposed standards & report
Meeting or exceeding Workplace Relations Management	- Number of achieved and unachieved WRMP commitments identified through Administrator and/or TMR audits - Number of unachieved / subsequently delivered WRMP commitments	- Schedule 3 monthly compliance audits of Management Plan - Reporting of non-compliances - Cross check with proposed standards & report

Performance Area	Measure	Surveillance Procedure
Plan commitments		- Sampling of financial records to confirm that staff and wages are being paid as proposed
Industrial Relations matters potentially impacting project	- Prompt notice to TMR and Administrator of actions to overcome / minimise the impact of industrial action. - Number of times a Right of Entry has been utilised on the project	- Maintain register of industrial action and comment on Contractor notification and management - Review Contractor monthly report and discuss / minute observations at monthly site conference
Skills Development Plan (SDP) – commitments achieved	- Actual Training Hours split by New Entrant & Other workforce - As part of monthly reporting against BBP compliance, submit to the TMR rep an SDP compliance status update.	- Review Contractor monthly report - Monthly review Vs planned training hours & report
Workforce diversity	- Workforce hours dissected to identify inclusiveness for both construction and management personnel (A&TSI, women and other disadvantaged Queenslanders)	- Review Contractor monthly report - Monthly review Vs planned & report
Commitment to culture and community	- Number of relevant training sessions; culture enhancing and community awareness initiatives & paid employee hrs accessed to take part in culture enhancing or community programs/initiatives	

4.1.2 Key Result Area 2 – Safe Workplaces

Performance Area	Measure	Surveillance Procedure
Project Leadership Safety Activities (PLSA)	- Number of PLSAs undertaken as compared with PLSAs proposed	- Review Contractor's monthly report and discuss / minute observations at monthly site conference. - Joint attendance at % of PLSA's to verify integrity
Hazard and Risk Management	- Hazard performance measure results as compared with agreed performance measure outlined in the WHS Management Plan. - CORE Performance Measures: Mental Health - OPTIONAL Project Specific Performance Measures: see PSTS06	- Scheduled participation in performance measures to verify integrity
TMR Performed: Road Safety Audits (RSAs)	- Corrective actions closed out / and remaining open - corrective actions subsequently assessed for post implementation effectiveness.	- Maintain tracking of close outs and subsequent effectiveness monitoring
Safety Induction Training	- Number of people still to be safety inducted compared to when they started on site	- Progress graphical reporting
All Audits including critical risk	- Number of audits performed, Vs number of scheduled audits. - Number of safety non-conformances / observations closed out /open - Subsequently reviewed for effective operation	- Attendance at joint audits - Independent follow up on close outs - Independent 3 monthly audits by SMEC WHS advisor

Performance Area	Measure	Surveillance Procedure
		- Weekly informal joint audits with contractor & rostered CA team member
Investigations – Safety Incidents	- No of Safety incidents investigated - Serious Claims / Notifiable Incidents / Near Misses - Number of required actions identified - Subsequently reviewed for effective operation	- BAU tracking of Contractor's reporting - Trend graphs
Regulatory Interactions	- Number of visits by the regulator - enforcement notices received and closed out/not closed out - prohibition notices received and closed out /not closed out	- maintain tracking register of all issues until closed out
Fitness for Work /Alcohol and other drugs in the workplace	- Number of drug and alcohol tests performed Vs planned - tested as compared with the number of workers on the project	- Progress graphical reporting
Lost Time Injury Frequency Rate	- Number of lost time injuries in the reporting period / Total hours worked in the reporting [period * 1,000,000]	- BAU tracking of Contractor's reporting
Total Recordable Injury Frequency Rate	- Recordable Injuries × 1,000,000 ÷ total hours worked by persons performing the Delivery Activities. (Reporting period and project to date)	- BAU tracking of Contractor's reporting

4.1.3 Key Result Area 3 – Local supply chain and manufacturing

Performance Area	Measure	Surveillance Procedure
Maximising Local Content Procurement	- Local spend by QCLC defined region ($ and %).	- Review of Contractor's monthly reporting - Sampling of selected line items to validate contractor's claims
Enhanced Local Participation	- Dissection of actual spend by zone as compared with contract target spend by zone	
Indigenous Business Involvement	- Spend with '50% - 100% Indigenous Owned' businesses as compared to the target spend and the total actual project spend ($ and %). (Reporting period and project to date)	
Building Local Capability (Local Industry Participation Plan (LIPP))	- Monthly performance activities as compared with LIPP performance requirements (ongoing).	
Information / Bidder Sessions	- Number of local supplier's buyer sessions held as compared with the LIPP target	
Spend with Quality Social Enterprises	- Total spend with genuine Quality Social Enterprises (list enterprises and $)	

4.1.4 Key Result Area 4 – Sustainability

Performance Area	Measure	Surveillance Procedure
PSTS-13 Sustainability Audit Findings closed out	- Number of Sustainability Audits attended by an Independent Reviewer and the Administrator. - Infrastructure Sustainability Audits performed as compared with planned audits as per the Infrastructure Sustainability Audit Schedule - Number of audit findings open and closed out	- Seek Contractor's schedule for developing the list of credits to be submitted for ISCA approval - Attendance at regular "audits" for fleshing out each of the credits - Follow up to check that credits are being actioned by the planned dates
As-Built Targets as required by PSTS-13	- Report PSTS-13 requirements on a Monthly or Quarterly basis and at project Close-Out as applicable	- Request progress updates on the ISCA target score and remaining credits to be finalised

4.5.1 Key Result Area 5 – Project Delivery Optimisation

Performance Area	Measure	Surveillance Procedure
BIM Completed as constructed survey and 3D model	- Issues / non-conformances raised from TMR reviews have been closed out (within or outside agreed timeframes). - Completed as-constructed survey provided to contract administrator in line with the contractor's Construction Plan milestones.	- Check that the as-constructed survey & model is being updated progressively and not left until project finalisation
Comms	- preparation and distribution of communication and engagement materials for all stakeholders as compared with agreed timelines - All enquiries and complaints acknowledged and actioned within agreed timelines - User Survey Result performed for internal and external stakeholders - Consultation Manager Database is up to date and incorporated within monthly comms report.	- Track progress with assistance of TMR Communications officer - CA Attendance at Stakeholder and Communications meetings to ensure relevant items are being managed - Agenda item in monthly site conferences
Environmental Management	- environmental site inspections carried out as planned and findings actioned within agreed timelines - non-conformance and corrective action closed out within agreed timeframes - Environmental record requirements submitted to Administrator prior to practical completion with evidence that all actions closed out - Dust control: number of repeat NCRs and ineffective control measures - Environmental nuisance occurrences actions closed out subsequently assessed post implementation for effectiveness	- Business as usual environmental surveillance and audit: informal weekly surveillance by site team & monthly independent audit by Environmental Advisor - Agenda item in monthly site conferences
Utility Relocation Works	- For each utility relocated by the Contractor, As Constructed Survey Data provided to TMR to be in a 12D and/or BIM format as required	- Progress check each relocation

Timely achievement of Practical Completion	- Actual Practical Completion Date as compared with the Contract Date. - Key milestones not achieved as compared with the Contractor's works program	- Records - Tracking progress against forecast for milestones and critical activities. - Agenda item at monthly site conference
As-Constructed Plans	- Date As-Constructed Plans completed as compared with the final certificate date.	- Check these are being completed progressively
Rectification of defects	- Number of serious defects identified /closed out/repeat	- Maintain a register and trends chart
Construction Lot Status	- % of lots closed within 60 days and deemed compliant when audited within 30 days thereafter	- BAU monthly Lot audit
Request for Information	- RFIs closed out	- Tracking of RFIs and recording graphically in pie chart (this is a KRA for TMR/Designer/ CA)
NCR Status	- Number of repeat NCRs.	- Track close out rate and trends for all NCRs
Site management	- rainfall events and impacts - hot weather events and impacts	- daily diary records – BAU - Add tracking records
Relationship Management	- Various metrics to record no of meetings and actions required	- Monthly scoring & tracking of outcomes - discuss / minute observations at monthly site conference
Financial performance	- Actual project claims as compared with forecast - Contract variations (number and value) principal directed scope changes or not - Number and value of rejected claims - Number and value of claims attempted to be commercially negotiated - Number and value of disputes not based on contractual entitlements - PUP-related variations - Insurance claims from inclement weather impacts (drawdown on PAI)	- BAU categorisation of variations and issues

4.2 KRA Reporting to the Principal's Representative

The Contractor will monitor performance against the KRAs and will provide a KRA Performance Report monthly to the Principal detailing achievement against each of the specific KRA measure. The format of the Report will be agreed with the Principal prior to the commencement of construction.

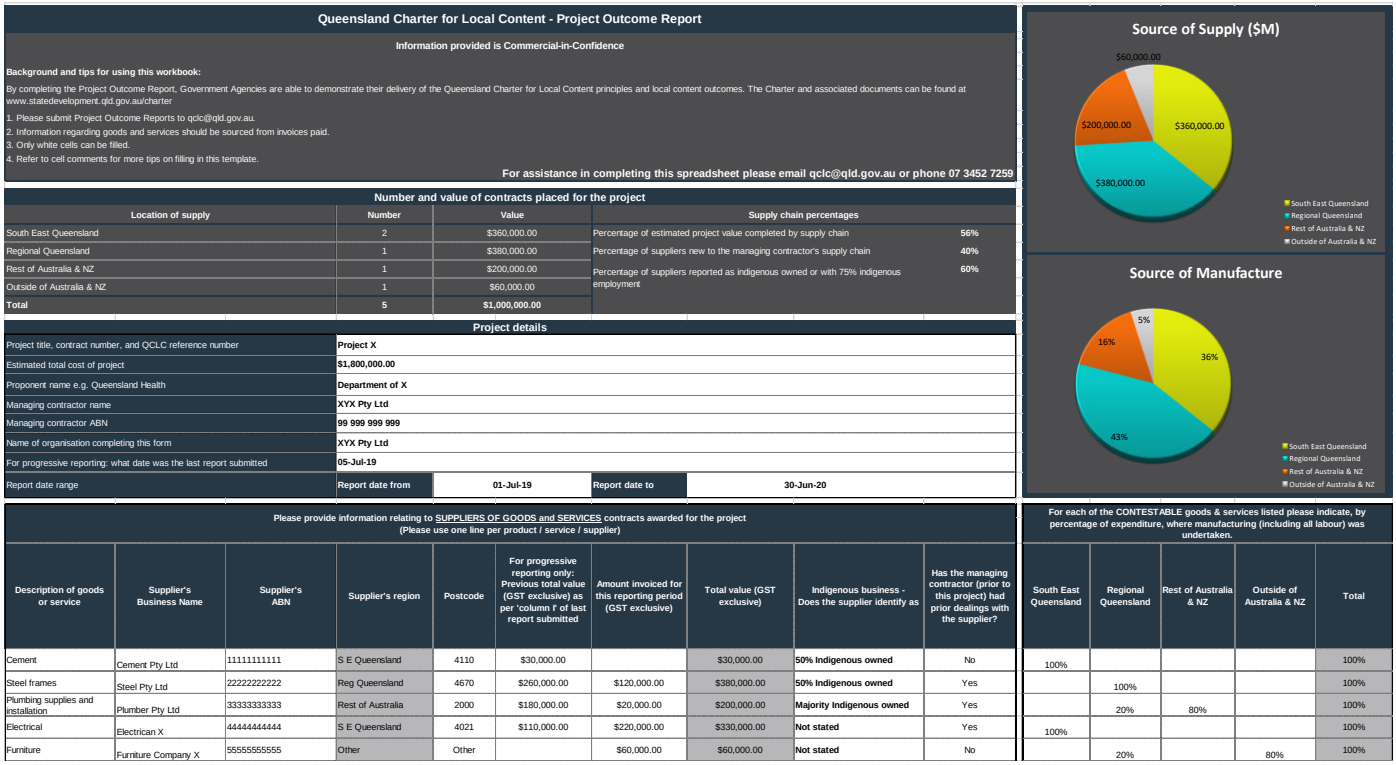
The Contractor's systems and processes must operate in a manner to enable the capture of complete, accurate, relevant, robust and measurable data which clearly demonstrates the Contractor's performance.

The systems and processes should be such that a competent independent reviewer examining the relevant systems, processes and data, can form a consistent opinion regarding the Contractors self- reported performance.

The Contract Administrator will carry out its own surveillance on the Contractor's systems, as described in the preceding section. It will also review the Contactor's report and provide commentary to TMR in terms of overall Contractor compliance and note any areas of concern. The format and content of the CA report will be agreed with TMR. In general, it will include:

- Findings of CA surveillance on KRAs
- Graphical representation of KRAs for the reporting period & total to date
- Review and verification of the Contractor's report

- Identification of any issues or trends (positive or negative)
- Provide suggestions as to actions required to bring the KRAs back on track, if required.



Queensland Charter for Local Content - Project Outcome Report

Information provided is Commercial-in-Confidence

Background and tips for using this workbook:

By completing the Project Outcome Report, Government Agencies are able to demonstrate their delivery of the Queensland Charter for Local Content principles and local content outcomes. The Charter and associated documents can be found at www.statedevelopment.qld.gov.au/charter

1. Please submit Project Outcome Reports to qclc@qld.gov.au.
2. Information regarding goods and services should be sourced from invoices paid.
3. Only white cells can be filled.
4. Refer to cell comments for more tips on filling in this template.

For assistance in completing this spreadsheet please email qclc@qld.gov.au or phone 07 3452 7259

Number and value of contracts placed for the project

Location of supply	Number	Value	Supply chain percentages	
South East Queensland	2	$360,000.00	Percentage of estimated project value completed by supply chain	56%
Regional Queensland	1	$380,000.00	Percentage of suppliers new to the managing contractor's supply chain	40%
Rest of Australia & NZ	1	$200,000.00	Percentage of suppliers reported as indigenous owned or with 75% indigenous employment	60%
Outside of Australia & NZ	1	$60,000.00		
Total	**5**	**$1,000,000.00**		

Project details

Project title, contract number, and QCLC reference number	**Project X**			
Estimated total cost of project	**$1,800,000.00**			
Proponent name e.g. Queensland Health	**Department of X**			
Managing contractor name	**XYX Pty Ltd**			
Managing contractor ABN	**99 999 999 999**			
Name of organisation completing this form	**XYX Pty Ltd**			
For progressive reporting: what date was the last report submitted	**05-Jul-19**			
Report date range	**Report date from**	**01-Jul-19**	**Report date to**	**30-Jun-20**

Please provide information relating to SUPPLIERS OF GOODS and SERVICES contracts awarded for the project (Please use one line per product / service / supplier)

Description of goods or service	Supplier's Business Name	Supplier's ABN	Supplier's region	Postcode	For progressive reporting only: Previous total value (GST exclusive) as per 'column f' of last report submitted	Amount invoiced for this reporting period (GST exclusive)	Total value (GST exclusive)	Indigenous business - Does the supplier identify as	Has the managing contractor (prior to this project) had prior dealings with the supplier?
Cement	Cement Pty Ltd	11111111111	S E Queensland	4110	$30,000.00		$30,000.00	**50% Indigenous owned**	No
Steel frames	Steel Pty Ltd	22222222222	Reg Queensland	4670	$260,000.00	$120,000.00	$380,000.00	**50% Indigenous owned**	Yes
Plumbing supplies and installation	Plumber Pty Ltd	33333333333	Rest of Australia	2000	$180,000.00	$20,000.00	$200,000.00	**Majority Indigenous owned**	Yes
Electrical	Electrican X	44444444444	S E Queensland	4021	$110,000.00	$220,000.00	$330,000.00	**Not stated**	Yes
Furniture	Furniture Company X	55555555555	Other	Other		$60,000.00	$60,000.00	**Not stated**	No

For each of the CONTESTABLE goods & services listed please indicate, by percentage of expenditure, where manufacturing (including all labour) was undertaken.

South East Queensland	Regional Queensland	Rest of Australia & NZ	Outside of Australia & NZ	Total
100%				100%
	100%			100%
	20%	80%		100%
100%				100%
	20%		80%	100%

Figure 4.1 Example of Local Content Project Outcome Report (KRA3)

In our experience, traffic management is commonly included as a KRA on projects where the project works can disrupt and impact upon the public and stakeholders. It does not appear in PSTS06, except in a safety context in KRA 2. Regardless, surveillance will be undertaken on the implementation and effectiveness of the Traffic Management Schemes. Any issues or improvements will be raised with the Contractor and included in the Contract Administrator's monthly report.

4.3 Effective Management to Ensure the Contractor is Meeting the Agreed Targets

The Contractor is primarily responsible for achieving the KRAs. The CA will monitor, review and assess the Contractor's performance against these KRAs, advising both TMR and the Contractor of any inconsistencies or issues discovered. These will be discussed prior to raising formally. As discussed above, it is expected the Contractor will report these in the monthly report. The achievement of the targets, with areas of required improvement, will be discussed in the monthly site conference. The KRAs will be progressed over time, thus the Contractor will need to demonstrate achievement by tracking what has been successfully undertaken against forecast over the delivery program. It is expected that many will be presented graphically so that progress against final achievement is evident. SMEC will monitor this high-level reporting as KRA achievement is progressed against the targets. We are cognisant that the effective monitoring of lead and lag indicators will result more effective management. This is due to early identification of issues and implementation of rectification measures, the easier it is to achieve the required outcomes.

To be satisfied that the basis of the reporting is correct, thus avoiding potential failure to meet targets, the CA will undertake surveillance and audit activities to confirm the base data is correct. Also, the processes and procedures to consistently collect and report the data will be reviewed to confirm it is robust and being followed. There will be a focus on KRAs that that are at a higher risk of not being achieved or where strategies are being implemented to bring them back on track.

SMEC will administer the relevant Contract provisions, including PSTS06 as follows:

- Review, confirm and report the list of subcontractors and their commitment to the BPIC as part of the approval to subcontract by the Contractor.

- Review and facilitate Contract required BPIC information between parties to the Contract.
- Monitor and report Contractor's compliance with the arrangements set out in the agreed KRAs and their performance measures established from the post tender negotiation.
- Monitor and report Contractor's compliance with the BPP and BPIC when selecting subcontractors to undertake work under the Contract including review subcontractor(s)'s tender documents for evidence of compliance before tendering and after awarding the Contract.
- Review, confirm and report Contractor's statutory declarations (Form C7850 and Form C7851) has included commitments in the Contractor's tender including post tender agreements.
- Request, review, assess for compliance, verify performance and report to the Principal about the Contractor's monthly KRA performance Reporting.
- Assess and certify for payment for the agreed performance measures that have exceeded the agreed targets or above the agreed standard levels.
- Facilitate audits by TMR and / or the Department of Environment and Public Works (EPW).

This verification process will be through both primary and secondary data sources such as Contractor reporting applicable data and related project information provided to other agencies, audits by TMR or EPW and reports from regulatory bodies.

The Department of Energy and Public Works (EPW) are responsible for assessing compliance against the Queensland Procurement Policy, including the Best Practice Principles for major construction projects. These compliance audits will be coordinated collaboratively with the Principal to minimise disruption and duplication.

4.4 Approach to Ensure Failing Targets are Rectified

Verification of performance will generally occur during project delivery and will be coordinated in consultation with both TMR and the Contractor. Outcomes of the verification will be shared and discussed with the Contractor and TMR Project Team and formal responses sought as required.

Regular monitoring and reporting to the Project's Governance Team on the status of each KRA during the project delivery is required so there are 'no surprises' at project completion. Where the KRA Performance Measures are not on track to be achieved, the Project's Governance Team may seek the Contractor and Principal (if applicable) to apply relevant corrective actions. The relevant corrective action and associated timeframes, where relevant, will be determined by the Principal.

Where corrective actions are required, SMEC will work with the Contractor in identifying suitable strategies, implementing the improvements and tracking the success of outcomes. We will then focus on these areas for surveillance and audit activities detailed above. SMECs approach will always be to be proactive and collaborative, endeavouring to identify areas for improvement early and providing them to the Contractor.

It is important that KRAs with financial incentives are drafted to allow progressive measurement for payment. Where performance relates to an incentivised measure, an audit will be undertaken to confirm the agreed level of performance has been achieved prior to approving either full or progressive payments of the agreed incentivised amounts.

Performance will be tracked in the contractor performance report, which is prepared each month for TMR Prequalification. We have found this to be a useful tool to encourage positive behaviours from the Contractor, over and above financial incentives.

EC5

Offeror’s Rates



EC5 - Offeror's Rates

5.1 Table 4 - Schedule of Trade Items

Schedule of Trade Items: Lump Sum (Fixed Price) to provide CA and surveillance services from Contract award date of the Contract till the issue of Practical Completion Certificate of the Contract, based on a Contract duration of **1460 calendar days** plus a nominated daily rate of the CA team for Extension of Time of the Contract from 1461 calendar day to Date of Practical Completion				
Role (different row if rate is different)	**Rate $/hr (ex GST) (variable)**	**Total Hours (variable)**	**Lump Sum (Fixed Price) – 1460 calendar days (Rate x Total Hours) (ex GST)**	**Provisional Sum Item (For variation as described in section 9) (ex GST)**
Contract Administrator	**$ 240**	**5,460**	**$ 1,310,400**	$1,250,000
Contract Administrator's Representative	**$ 225**	**8,730**	**$ 1,964,250**	
Site Engineer (Civil)	**$ 180**	**8,640**	**$ 1,555,200**	
Inspector (Civil/Structures)	**$ 160**	**8,604**	**$ 1,376,640**	
Inspector (Marine/Precast)	**$ 160**	**6,759**	**$ 1,081,440**	
Inspector (ITS and Electrical)	**$ 150**	**5,460**	**$ 42,120**	
WHS Auditor	**$ 260**	**388**	**$ 100,880**	
Document Controller / Site Administration Officer	**$ 115**	**4,656**	**$ 535,440**	
(a) Total Lump Sum price (ex GST)			**$7,966,370**	
(b) Nominated daily rate ($/ calendar day) of the CA team (no more than the pro-rata daily rate of the total Lump Sum over the original Contract duration of 1460 calendar days) from 1461 calendar day to Date of Practical Completion of the Contract.			**$5,456.42**	

5.2 Table 5 - Schedule of Prices No. 1

Schedule of Prices no. 1: Offeror to propose rate and total hours for the Full Engagement Period. Ordering of this schedule is at the discretion of the Principal.				
Role	**Rate $/hr (ex GST)**	**Total Hours**	**Amount – (Rate x Hours) (ex GST)**	**Provisional Sum Item (ex GST)**
Road Safety Auditor	$250	TBC	TBC	$100,000
Environmental Auditor	$220	TBC	TBC	

5.3 Table 1 - Schedule of Prices No. 2

Schedule of Prices no. 2: For 12 months Defects Liability Period from the issue of Practical Completion Certificate to the issue of Final Certificate and 3 months after the issue of Final Certificate for contract finalisation				
Role	**Rate $/hr (ex GST)**	**Hours**	**Amount (Rate x Hours) (ex GST)**	**Provisional Sum Items (ex GST)**
Contract Administrator	**$ 260**	TBC	TBC	$150,000
Contract Administrator's Representative	**$ 240**	TBC	TBC	
Site Engineer (Civil)	**$ 190**	TBC	TBC	
Inspector (Civil/Structures)	**$ 170**	TBC	TBC	
Inspector (Marine/Precast)	**$ 170**	TBC	TBC	
Inspector (ITS and Electrical)	**$ 160**	TBC	TBC	
WHS Auditor	**$ 275**	TBC	TBC	
Document Controller / Site Administration Officer	**$ 120**	TBC	TBC	

5.4 Basis of SMEC's pricing

In order to provide value-for-money for TMR, our resourcing strategy, shown in **Attachment A**, is based on the minimum reasonable staffing numbers and utilisation for the Centenary Bridge Upgrade project. We are confident this will be adequate to administer a well-run, well designed and documented project. SMEC will ensure that the right number of people with the right skills are always available. However, we do acknowledge that unforeseen difficulties may arise at the Project beyond reasonable control of the CA team or other stakeholders. In such circumstances, TMR and the Project may benefit from specialist resources or additional delivery capability. SMEC has substantial depth and breadth of skillset that can be drawn upon such needs and we are able to quickly respond to these situations. To demonstrate this offering, we have included a few key specialists in the organisation chart in EC2 as a non-exhaustive list.

Our resourcing strategy also includes staggered mobilisation and demobilisation for selected staff. This has been based on some realistic assumptions about the Contractor's program, which we have not yet seen. We would request the opportunity to review our staffing start/finish dates once the Contractor's program has been sighted.

It has been assumed that the BPIC implementation surveillance will be adequately undertaken by the nominated site team. However, we do acknowledge that adoption of BPIC conditions and their administration are relatively recent inclusion in the construction industry. In addition, there remains some uncertainties around the level of KRAs to be agreed and adopted for BPIC, and therefore the level of surveillance required. To this end, we would like to have the opportunity to review the agreement to reconfirm the adequacy of proposed resourcing.

Our rates allow for salary increases up to the PC date on December 2025.

The following assumptions were made in developing the works program:

- A construction duration of 1460 calendar days with appropriate allocation of inclement weather.
- Nominal allocation of 40 nightshifts to enable some critical works that cannot done during the day (e.g. some traffic management works, concrete pours etc.).
- Land and marine based work fronts.
- Max 50hrs per week to be charged for the CA team unless a worksite fatigue assessment has been completed by the Administrator.
- SMEC price include Contract Administration software (i.e. Dash-Pivot).

- Site office facilities will be supplied by SMEC in accordance with Section 5.3.2 of the brief.
- Attendance at testing and inspections by the CA will occur within South East Queensland. Interstate travel, if instructed, can be provided as a variation.
- At the date of submission of this proposal there is a global pandemic caused by the COVID-19 virus and the effect and consequences of the pandemic are uncertain and might impact the delivery of Services Brief. As such, we would seek agreement that any impact will be notified in a timely manner and discussed in good faith to agree reasonable adjustments for time and costs, as appropriate.

5.5 Opportunities for Adding Value

Listed below are some strategies which we believe could offer excellent additional benefits to TMR.

- **Specialist Structures Review**. In view of the historical risks associated with manufacture and installation of large span precast Super Tees, and the demolition/reconstruction of an existing structure over the Brisbane River, we propose the engagement of a technical specialist, Dr Ross Pritchard to assist with regular specialist structures review and advice. Ross is a former E&T Chief Engineer, Structures Branch. It is suggested that Ross could attend the site for a half day workshop once a month, over a 12month period, to review progress, identify and help manage any issues or risks associated with bridge construction and demolition/refurbishment. His charge rate is $280/hr.
- **Graduate Engineer**. In the event that higher-than-anticipated workloads eventuate, we propose engagement of a graduate engineer on site. He could be tasked with a multitude of duties, including assistance with quality audits; progress claim assessment; surveillance of ancillary items (e.g. landscaping and road furniture); surveillance of hold point releases during high demand periods; relieving night shift inspectors and BPIC surveillance. The likely utilisation would be about 3 days per week, for about 36 months from May 2022. This is the timeframe we expect to be the busiest with major bridgeworks underway. We understand the project is complex with multi-faceted TMR requirements. TIC-CO contracts are more labour-intensive than D&C Contracts, especially for management of progress claims, Contractor RFIs and commercial issue resolution. To enable the core team to focus on the higher risk and urgent items, there may be a genuine need for a lower cost professional to undertake broad detailed work. If TMR wishes to consider this value-addition, we are able to nominate a graduate for $130/h charge rate. Alternatively, we offer TMR to second a suitable graduate engineer into our team, if needed, on rotation to enable excellent learning and development opportunity for the next generation of professionals.
- We propose that TMR consider the purchase and use of proprietary construction software "Contrack" developed by Civil Support Group (CSG). It offers a robust system for tracking correspondence, QA data NCRs, and progress payment certificates. It would not be required if the Contractor was operating a web based system such as QESE, QANTROL or CIVIL PRO.
- SMEC is an enterprise user of ProjectWise, the industry leading common data environment platform. We would offer use of this SMEC hosted platform at no additional cost.
- Should TMR wish to utilise this complex Project as Learning and Development opportunity of future professionals, we are able to host such initiatives at no additional cost to TMR within reason.
- SMEC Senior Executives will provide periodic project and technical governance at no additional cost.
- As described in **EC2**, SMEC is able to bring in industry leaders to support successful project delivery should the there be a need from TMR.

Attachment A

Proposed Cash Flow Schedule

Appendix 3 Proposed Cash Flow for Nominated Individuals
(from date of contract award of the TIC-CO contract to original Date for Practical Completion of the Works based on contract duration of 1460 calendar days)

Tenderer: SMEC Australia Pty Ltd.

| | | |

Appendix 3 Proposed Cash Flow for Nominated Individuals
(from date of contract award of the TIC-CO contract to original Date for Practical C

Tenderer: SMEC Australia Pty Ltd.

| | | |

Appendix 3 Proposed Cash Flow for Nominated Individuals
(from date of contract award of the TIC-CO contract to original Date for Practical C

Tenderer: SMEC Australia Pty Ltd.

| | | |

Appendix 3 Proposed Cash Flow for Nominated Individuals
(from date of contract award of the TIC-CO contract to original Date for Practical C

Tenderer: SMEC Australia Pty Ltd.

| | | | | | | | | | | | Good Friday | Easter Monday, ANZAC Day | | Labour Day | | | | | | | | | | |

Attachment B

Curricula Vitae

FORM A2: CV Template

1 Curriculum Vitae

Peter KONECNY

Company Name	SMEC Australia Pty Ltd
Phone	[redacted]
Mobile	[redacted]
Email	[redacted]
Availability timeframe	From award
Role No. and Description	Contract Administrator
No. of years' experience relevant to this role	30+ years



2 Academic Qualifications

No.	Degree or Certificate	Institution	Year of Graduation
1	BE (Hons)	University of Tasmania	1984
2	MBA (Technology Management)	Deakin University	1993

Professional Qualifications

No.	Qualification	Certificate Number	Current (Yes/No)	Expiry Date
1	Fellow of Institution of Engineers Australia (FIEAust)	1168788	Yes	30/06/2022
2	Registered Professional Engineer of Queensland (RPEQ)	5083	Current	30/06/2022
3	TMR Prequal CA03, DRA03, SCA03	NA	Yes	N/A

4 Career Summary

Peter has over 34 years' experience in construction supervision and contract administration for major transport infrastructure projects in Australia and overseas. The last 25 years has been spent entirely in South-East Queensland (Qld). His record in Qld dates back to three Pacific Motorway (M1) projects in the late 1990's, followed by the South-East Transit (SET) Project. Since then, he has also had senior CA roles on the Mt Lindesay Highway Chambers Flat Road Interchange, Ipswich Motorway Upgrade (IMU) Rocklea to Darra (R2D) and Ipswich Motorway/Logan Motorway Interchange Upgrade (ILM), as well as Gateway Upgrade South and South-East Busway Extension (GUSBUS). On these projects he has gained experience in the full gamut of hard dollar TIC-CO/RCC and D&C Contracts including dealing with extensive technical challenges, management of high traffic volumes, ITS issues, large complex claims and a myriad of team, contractor, client and stakeholder relationship issues.

Peter has a reputation within the industry as a Contract Administrator of the highest level, who is fair but thorough. He is focused on building strong relationships and firmly believes that the best can be gained for all parties in working together collaboratively. He is a stickler for detail, but also pragmatic and carries an open, easy-going style. He is well respected by team members, clients and contractors alike. His key strengths include proactive management of complex technical and contractual issues as well as community and environmental sensitivities. This ensures that site behaviours are driven towards a common goal, and that delays due to technical or contractual difficulty are minimised as far as possible.

Peter also possesses specialist skills in the assessment and resolution of major claims and disputes. He has been involved in various forms of dispute resolution on the M1, SET and ILM projects, including dispute resolution boards, mediation and expert determination.

5 Project Experience. Provide a description of three (3) projects which best demonstrate your experience in relation to this application

Project Details	Response	Description of responsibilities
Employer	SMEC Australia Pty Ltd	• Responsible for delivery of CA services for the project, overview of technical and contractual issues, and assistance with resolution of claims and constructability issues. • Provided geotechnical, PUP, ITS and claims advice for numerous difficult ground condition situations. • Through relationship management and negotiations, Peter was able to limit the Principal's exposure to a potential high cost claim for significant earthworks quantities outside the Limits of accuracy. • Peter involvement and attendance at project meetings and relationship workshops helped facilitate and improve relations between all parties through due process of the Contract • Peter was instrumental in resolution of various large project claims
Role	Superintendent	
Part Time / Full Time	Part Time	
Reporting to (name/ position/ company)	Alan Purvis, TMR Manager Infrastructure Delivery	
Project duration (from to date)	02/2021 - current	
Project name/location	Mt Lindesay Highway Stoney Camp to Chambers Flat Rd	
Client	TMR South Coast Region	
Project scope of work	Duplication from 2 to 4 lanes	
Project Value (excl. GST)	$35M	
Contract Type	TIC-CO	
Time spent on the project	20 months part time (when complete)	

Project Details	Response	Description of responsibilities
Employer	SMEC Australia Pty Ltd	• Responsible for administration of a Collaborative Project Agreement (CPA) form of contract, including coordination of design and construction verification teams. • Responsible for delivery of all CAVS including resolution of all claims and scope changes • Works included heavy duty asphalt motorway and service road pavements, replacement of 11 bridges, separated off-road bicycle facility, major drainage works, major ITS works and managed motorways. • Highly constrained brownfield site, with 85,000 vpd, and multiple commercial adjoining stakeholders, PUP authorities and Brisbane City Council. • Accurately and fairly assessing multiple major complex contractor claims without dispute. This included settlement of a $10M claim for ITS works where the scope of works had been seriously understated and under-budgeted • Managing the CV team to ensure a high standard of workmanship throughout the project • Maintained outstanding working relationships and a strong collaborative culture with TMR, BCC and the Contractor in a challenging D&C environment.
Role	Contract Administrator	
Part Time / Full Time	Full Time	
Reporting to (name/ position/ company)	Graham Kerr, TMR Project Manager	
Project duration (from to date)	2017 to Present	
Project name/location	Rocklea to Darra Stage 1	
Client	TMR	
Project scope of work	Upgrade to the Ipswich Motorway 4 to 6 lanes between Rocklea to Darra	
Project Value (excl. GST)	$270M	
Contract Type[1]	D&C (CPA)	
Time spent on the project	36 months - present	

Project Details	Response	Description of responsibilities
Employer	SMEC	• 6 laning of the Pacific Motorway between Worongary and Robina replacement of 2 motorway bridges and widening of four others. • Superintendent with full responsibility for delivering SMEC CA services • Member of DTMRs Tender assessment panel, involved with price & non-price assessment • PLT member and advocate for effective relationship management • Assisted with resolution of technical and contractual issues
Role	Contract Administrator	
Part Time / Full Time	Full Time	
Reporting to (name/ position/ company)	David Selth/Manager Delivery	
Project duration (from to date)	3/2013 to 04/2016	
Project name/location	M1 6 Laning – Worongary to Mudgereeba	
Client	DTMR South Coast	
Project scope of work	Upgrading Pac Motorway from 4 to 6 lanes	
Project Value (excl. GST)	$95M	
Contract Type	RCC	
Time spent on the project	3 years, part time off site	

6 Role History. Provide a list of roles/projects in reverse chronological order which supports the mandatory experience requirements specified for the role you are applying for.

Recent Experience (in reverse chronological order, relevant to this position, add more rows if required)								
No	From Date: month/ year	To Date: month/ year	Role	Reporting to (name/ position)	Client/ Company	Project Name/ location	Contract Type[2]	Project Value ($)
1	02/2021	Current	Contract Administrator	Alan Purvis/Manager Delivery	TMR South Coast	Mt Lindesay H'way Upgrade, Stoney Camp to Chambers Flat	TIC-CO	$35M
2	04/2017	Current	Contract Administrator	Graham Kerr, PM	TMR Metro	R2D Stage 1, Qld	CPA	$270M
3	01/2016	04/2017	IV Construction Lead	Mark Reynolds, Independent Verifier	BCC	KSD Upgrade, Brisbane	D&C	$650M
4	09/2015	04/2017	Superintendent	Christopher Green, PD	Stockland Developments	Bells Creek Arterial Rd Project, Sunshine Coast, Qld	AS2124 (Construct only)	$26M
5	01/2013	07/2016	Principal's Rep's Delegate	Paul Mengede, Deputy Regional Director	TMR Metro	GUSBUS, Brisbane, Qld	D&C (CPA)	$77M

[1] Contract type e.g. TIC-CO,MIC, D&C, Alliance, ECI etc

[2] Contract type e.g. TIC-CO, MIC, RMPC, D&C, Alliance, ECI etc

6	03/2013	04/2016	Superintendent	Dave Kelly	TMR SCR	M1 W2M, Gold Coast, Qld	RCC	$95M
7	09/2013	10/2014	Superintendent	Amod Rijal, PM	TMR Rockhampton	Eight Mile Creek & Marmoor upgrades on Bruce Highway	RCC	$13M
8	08/2011	10/2012	Superintendent	Alan Purvis, PM	TMR SCR	Mt Lindsay Highway, Qld, Chambers Flat Interchange	RCC	$30M
9	07/2010	06/2012	Superintendent's Rep	Peter Stanford, PM	GCRT	GCUH Station, Gold Coast, Qld	ETI/RCC	$30M
10	11/2010	12/2012	Superintendent	Dale Jepson, Dep Project Director	GCRT	Roadworks South, Gold Coast, Qld	ETI/RCC	$75M
11	11/2010	07/2012	Superintendent	Alan Stone, PM	TMR SCR	Tamborine-Oxenford Rd Wongawallen, Qld	RCC	$13M
12	07/2008	07/2010	Superintendent	Phil Chipman, Project Director	QWI	Beaudesert-Boonah Road Relocation, Qld	RCC	$47M
13	12/2008	03/2010	Superintendent	Alan Purvis	TMR SCR	Gold Coast Highway (Broad St to Robert St), Qld	RCC	$12M
14	09/2007	11/2009	Principal's Rep's Agent	Paul Mengede, Project Manager	TMR Metro	Ipswich Logan Motorway Upgrade, Qld	D&C	$250M
15	2005	Sep 2007	Superintendent	Derek Arrowsmith, TMR Project Manager	TMR SCHD	Brisbane Beenleigh Rd (Fletcher St to Boundary Rd)	RCC	$35M
16	2003	2004	Superintendent's Representative	Keith Dipplesman, acting MID	TMR SCHD	Brisbane Beenleigh Rd (Schneider Rd to Fletcher St)	RCC	$15M
17	09/1999	12/2001	SPE (& A/Super Rep)	Don Steele, Project Director	Qld Transport	SE Transit Section 3, Qld	RCC	$85M

7 Skills, experience and key achievements. Expand on these attributes outlining how they demonstrate your suitability for the role. For example, describe how you have contributed as an individual on a project or how you have contributed to the project team.

No.	Description of relevant skills, experience and key achievements
1	Contract Administration for TIC-CO contracts. Peter's Construct-only experience in SE Qld extends back 24 years to the M1 8 laning projects. There have been some relatively minor changes to the RCC/AS2124 form of contract over the years, but the basic principles remain the same. While he has been engaged on several recent D&C projects, many of the commercial, technical and contractual issues that arise are also directly relevant to TICV-CO contracts. These include latent conditions, principal-caused delays, design changes, PUP interactions, external stakeholder impacts (eg BCC). Peter has become the Go To person in SMEC for contractual advice and interpretation of TMR Specifications and Conditions of Contract.
2	Technical expertise. Prior to specialising in contract administration, Peters design background was in geotechnical engineering, with speciality in slope stability and weak foundation issues. He has developed and relied upon this experience many times to help facilitate technical solutions on site on recent projects. Peter is also highly skilled in pavements, traffic management, structures, PUP and stakeholder engagement (esp BCC). He is often called upon in SMEC for constructability reviews. Structures experience includes precast deck units and Super Tees (various projects), post tensioned segmental box girders (M1 8 laning at Smith Street), Post tensioned beams (GCUH) bridge widening under traffic (W2M and R2D), marine works – from Construction verifier role at Kingsford Smith Drive, major bridges over waterways (M1 8 laning at Coomera River), Steel girders from multiple steel bridge projects in Indonesia (1990-92)
3	Peter possesses specialist skills in developing project solutions; assessment of major claims; and various forms of dispute resolution where he can make use of his aptitude for relationship management. He will always strive for collaboration with contractor and TMR and seek win-win solutions. In the event that disputes do arise, Peter is fully familiar with Expert Determination, Mediation, Arbitration and Facilitated Negotiations with Dispute Resolution Boards and is readily available to facilitate solutions.
4	Established team relationships: Peter has a long record of working together successfully with Russell Smith on multiple Projects; with John Banner on ILM and W2M projects and with Chris Demartini on KSD

8 Referees. Provide three referees who can advise on your ability to undertake the role you are applying for. At least two of these referees must be external to your company.

No.	Name	Position	Phone/Mobile	Company	Project
1	Paul Mengede	Deputy Regional Director	0433 793 573	TMR Metro	R2D Stage 1, ILM, GUSBUS
2	Graham Kerr	Manager ID	0412 231 635	TMR Metro	R2D Stage 1, ILM,
3	Alan Purvis	Manager Delivery	0401 078 522	TMR SCR	Mt Lindesay (x2), Wongawallen, GC H'way

FORM A2: CV Template

Chris DEMARTINI

1 Curriculum Vitae

Company Name	SMEC Australia Pty Ltd
Phone	
Mobile	[redacted]
Email	[redacted]
Availability timeframe	January 2022
Role No. and Description	Contract Administrator Representative
No. of years' experience relevant to this role	30+ years



2 Academic Qualifications

No.	Degree or Certificate	Institution	Year of Graduation
1	Bachelor of Engineering (Civil)	University of Queensland	1986
2	Master of Engineering	Qld University of Technology	1992

3 Professional Qualifications

No.	Qualification	Certificate Number	Date/Year Obtained	Current (Yes/No)	Expiry Date
1	RPEQ	04217	03/1993	Yes	06/2022
2	MIEAust/CPEng/NPER	335118		Yes	06/2022
3	TMR Prequal	CA03, SU03, DEC02		Yes	

4 Career Summary

Chris is a qualified Structural Engineer with more than 34 years' experience in the design, construction and rehabilitation of transport infrastructure works including bridges, tunnels, roads, highways, marine works and drainage infrastructure. Chris is currently the Design & Construction Review Manager for the Project Verifier on the Brisbane Metro Project. This role primarily focuses on the review of design and construction works, project documentation and quality systems, the management of design and construction review processes and personnel involved in the technical assessment and inspection of the works.

Chris was the Design & Construction Review Manager for the Independent Verifier on the Kingsford Smith Drive Upgrade Project, and more recently the Independent Verifier's Representative, which involved management of all verification activities, oversight of design and construction works and review and management of personnel involved in the technical assessment and inspection of the works.

Prior to this he was the Construction Surveillance Manager for the Independent Verifier on the Legacy Way Tunnel Project which involved the review of design, construction and quality, and the management of site surveillance for the construction of the tunnel and approach works.

Chris was also the Senior Structures Engineer for the Gateway Upgrade Project, a role which involved the monitoring and review of the design and construction for the New Gateway Bridge, refurbishment of the old Gateway Bridge and other bridges and structures across the project.

Chris also had a long career with Brisbane City Council, working on a number of large infrastructure projects in roles as Program Manager, Project Director, Contract Administrator and Superintendent's Representative. Chris has had extensive experience with AS2124 construct only contracts, managing contracts for large infrastructure projects including bridge construction, major cross-river bridge rehabilitation, sea and river walls, wharves and jetties, roadworks and major relief drainage. During his career Chris has undertaken works on many of Brisbane's cross river bridges including Story Bridge, Victoria Bridge, William Jolly Bridge, Walter Taylor Bridge, Jack Pesch Bridge and Kholo Bridge superstructure replacement along with the construction of the new Gateway Bridge and refurbishment and rehabilitation of the old Gateway Bridge.

Chris has successfully led both large and small engineering teams. Through this experience he has developed excellent people management skills and the ability to manage the delivery of projects within time and budget constraints. In addition to his technical knowledge, Chris has the required skills needed to work in project teams and effectively interface with D&C contractors, owners and stakeholders.

5 Project Experience. Provide a description of three (3) projects which best demonstrate your experience in relation to this application

Project Details	Response	Description of responsibilities
Employer	Queensland Motorways	• This project included a 1.8km, 6 lane balanced cantilever bridge crossing Brisbane River, refurbishment of old Gateway bridge, 20km of motorway widening, 7 km of new motorway, and 30 major bridges. • Responsible for monitoring and review of construction and engineering activities including the design and construction of the Gateway Bridge duplication, refurbishment of the old Gateway Bridge and operation of the precast facility.
Role	Senior Structures Engineer	
Part Time / Full Time	Full Time	
Reporting to (name/ position/ company)	Peter Rotolone – Construction Manager – Queensland Motorways	
Project duration (from to date)	Sept 2006 – July 2011	

Project name/location	Gateway Upgrade Project, Qld (Gateway Bridge Duplication)	• Manage a team of technical staff undertaking monitoring and inspection activities relating to the construction of the Gateway Bridge duplication and other bridges within the project, refurbishment of the existing Gateway Bridge and operation of the precast manufacturing facility.
Client	Queensland Motorways	
Project scope of work	Design Review, Construction Surveillance and contract assistance.	
Project value (excl. GST)	$1.8B	
Contract type	DC&M	
Time spent on the project	4 years 4 months	

Project Details	Response	Description of responsibilities
Employer	SMEC	• Independent verification of 5km of arterial road widening, 1.2km elevated structure and retaining wall along the Brisbane River, major intersection upgrades, new cycle paths and park upgrades. • Responsible for review and monitoring design, project documentation and quality systems for the project including management of design review personnel involved in the technical assessment of the works. This includes managing the scope, time, resources and budget of the design review team; reviewing detailed designs for elements of the works and review of construction documentation submitted by the Contractor. • Other responsibilities include monitoring and reviewing the Contractor's management of WH&S, quality, traffic and the environment, review of responses to Requests for Information and undertaking audits of management systems. Chris also has a key role in providing advice on design, construction and specifications relating to the project works.
Role	Independent Verifiers Representative	
Part Time / Full Time	Full time	
Reporting to (name/ position/ company)	Samiul Hossain, State Manager Qld/NT, SMEC	
Project duration (from to date)	12/2015 - ongoing	
Project name/location	Kingsford Smith Drive Upgrade, QLD	
Client	Brisbane City Council	
Project scope of work	Independent Verifier	
Project value (excl. GST)	$650M	
Contract type	D&C	
Time spent on the project	5 years	

Project Details	Response	Description of responsibilities
Employer	AECOM	• Independent verification of 4.3 km of twin two lane tunnels, 3 interchanges, 5km of motorway widening, 8 story tunnel control centre building, and the major expansion of the Mt Coot-tha Botanic Gardens. • Responsible for monitoring and review of construction and quality for the tunnel and approach works. This included the management of site surveillance for the project relating to the tunnelling works, approach bridge works and road works, mechanical, electrical and ITS installations, associated building works and off site precast concrete and steel fabrication works. The role was responsible for managing the scope, time, resources and budget of the construction review team, reviewing construction documentation submitted by the Contractor, monitoring and reviewing the Contractor's management of WH&S, quality, traffic and the environment. Role also included Deputy Design Review Manager. • Other duties included review of responses to Non Conformance reports and Requests for Information, undertaking audits of management systems and construction activities and providing advice on design, construction and specifications relating to the project works.
Role	Surveillance Manager	
Part Time / Full Time	Full time	
Reporting to (name/ position/ company)	Bob Drew – IV Representative - AECOM	
Project duration (from to date)	Oct 2010 – Jan 2016	
Project name/location	Legacy Way Tunnel Project, Independent Verifier, Qld	
Client	Brisbane City Council/Transurban Queensland	
Project scope of work	Independent Verifier	
Project value (excl. GST)	$1.6B	
Contract type	DCO&M	
Time spent on the project	5 years	

6 Role History. Provide a list of roles/projects in reverse chronological order which supports the mandatory experience requirements. This role history must evidence the mandatory experience requirements for the role.

Recent Experience (in reverse chronological order, relevant to this position, add more rows if required)

No	From Date: month/ year	To Date: month/ year	Role	Reporting to (name/ position)	Client/ Company	Project Name/ location	Contract Type	Project Value ($)
1	01/2021	Present	D&C Review Manager	Samiul Hossain, State Manager Qld/NT, SMEC	BCC (Returned works to TMR)	Brisbane Metro Project Verifier, Qld	D&C	$1.2Bill
2	01/2016	Present	Independent Verifiers Rep/D&C Review Manager	Samiul Hossain, State Manager Qld/NT, SMEC	BCC	Kingsford Smith Drive Upgrade, Independent Verifier, Qld	D&C	$650Mill
3	01/2011	01/2016	Construction Surveillance Manager	Bob Drew – IV Representative - Aecom	Transurban Qld/ BCC (returned works to TMR)	Legacy Way Tunnel Project, Independent Verifier, Qld	DCO&M	$1.6Bill

4	10/2006	01/2011	Senior Structures Engineer	Peter Rotolone, Construction Manager, QML	Queensland Motorways/TMR	Gateway Upgrade Project, Qld (New Gateway Bridger construction and old gateway bridge refurbishment)	DC&M	$1.8Bill
5	01/2005	10/2006	Principal Structural Design Engineer	Mary Shortland Manager City Design, BCC	Brisbane City Council	Management of design & contract documentation (AS2124) for various bridge and structures projects	AS2124	Various
6	12/2000	11/2005	Principal/Senior Structures Engineer	Paul Cotton Manager Infrastructure Management, BCC	Brisbane City Council	Asset management & AS2124 Contract management & construction delivery of various bridge and structures projects including superstructure replacement to Kholo Bridge (over the Brisbane River)	AS2124	Various
7	01/1999	11/2000	Senior Engineer Roads & Drainage	Paul Cotton Mgr Infrastructure Management, BCC	Brisbane City Council	Various civil projects		Various
8	07/1995	12/1998	Manager Structures, Bridge Construction & Maintenance	Grant McDonald Director Pipes and Bridges, BCC	Brisbane City Council	AS2124 contract management & construction delivery of cross river bridge rehabilitation projects and other bridges and structures works	AS2124	Various
9	12/1992	06/1995	Structural Design Engineer – Works Design Branch	Miles Finamore EIC Works Design, BCC	Brisbane City Council	Design and preparation of contract documents (AS2124) for various bridge and structures projects	AS2124	Various
10	09/1990	11/1991	Project Engineer – Story Bridge Study	Miles Finamore EIC Works Design, BCC	Brisbane City Council	Special project – Story Bridge Rehabilitation Study		$10Mill
11	02/1987	08/1990	Construction/Design Engineer Works Dpt	Richard Sivell EIC Construction North, BCC	Brisbane City Council	AS2124 contract management and construction delivery of roadworks, relief drainage and structures projects.	AS2124	Various

7 Skills, experience and key achievements. Expand on these attributes outlining how they demonstrate your suitability for the role. For example, describe how you have contributed as an individual on a project or how you have contributed to the project team.

No.	Description of relevant skills, experience and key achievements
1	• 5 years design and construction verification experience as the Senior Structures Engineer for the Gateway Bridge duplication and old Gateway Bridge refurbishment and rehabilitation on the $1.8Bill Gateway Upgrade project. • 10 years in D&C verification as the IV Representative / D&C Review Manager for the $650M Kingsford smith Drive Upgrade project.and Construction Surveillance Manager for the $1,800M Legacy Way road tunnel project. • 9 years of engineering experience with the Brisbane City Council in leading construction planning, supervision and contract administrator and superintendent roles (to AS2124) for a series of major civil and structural infrastructure works. • 10 years of with the BCC managing design and construction delivery of major rehabilitation and refurbishment works for Story Bridge, Victoria Bridge, William Jolly Bridge, Walter Taylor Bridge, Kholo Bridge and the floating Riverwalk.
2	Chris has successfully led both large and small engineering teams. Through this experience he has developed excellent people management skills and the ability to manage the delivery of projects within time and budget constraints.
3	In addition to his technical knowledge, Chris has the required skills needed to work in project teams and effectively interface with TIC-CO contractors, owners and stakeholders
4	Review of design, construction and quality for major infrastructure construction projects, including the management of site surveillance
5	In his various roles with Brisbane City Council, Chris is experienced in: • Supervision of bridge, road and drainage works undertaken by contractors and Council's day labour workforce, including contact administrator and superintendent representative roles using AS2124. • Manage and supervise a day labour and technical workforce, comprising approximately 50 personnel, undertaking construction, rehabilitation and maintenance works for bridges and other structures
6	Established team relationships: Chris has already established strong working relationships and understanding with Peter Konecny and Russell Smith from KSD and Brisbane Metro Projects, as well as with John Bugeja on the Legacy way Tunnel.

8 Referees. Provide at least three referees with at least two must be external to your company.

No.	Name	Position	Phone/Mobile	Company	Project
1	Bob Drew	IV Verifiers Rep Legacy Way	0409 937 056	AECOM (now retired)	Legacy Way Project
2	John Willmott	D&C Manager KSD Upgrade	0400 792 467	Brisbane City Council	Kingsford Smith Drive Upgrade Project
3	Peter Rotolone	Construction Manager	0400 707 574	Queensland Motorways (consulting to TMR)	Gateway Upgrade Project

FORM A2: CV Template

1 Curriculum Vitae

John BANNER

Company Name	SMEC Australia Pty Ltd
Phone	[redacted]
Mobile	[redacted]
Email	[redacted]
Availability timeframe	End January 2022
Role No. and Description	Site Engineer – Civil/Structures / Backup Contract Administrator's Representative
No. of years' experience relevant to this role	15 years



2 Academic Qualifications

No.	Degree or Certificate	Institution	Year of Graduation
1	Bachelor of Engineering (Civil)	Griffith University Gold Coast	2006
2			

Note: If your Engineering qualification was obtained overseas please indicate above the results of the assessment by Engineers Australia.

3 Professional Qualifications

No.	Qualification	Certificate Number	Date/Year Obtained	Current (Yes/No)	Expiry Date
1	Chartered Professional Engineer (Engineers Australia)	3587994	2017	Yes	06/2022
2	Registered Professional Engineer Qld (RPEQ)	19136	2017	Yes	06/2022
3	Traffic Management Design (TMD)	446 (Open)	2017	Yes	N/A
4	TMR Prequalification	SEC02, CA02			

4 Career Summary

John has 15 years' post graduate experience in the design, construction and contract administration of major road and highway projects in Qld and NSW. His career began with design roles on some signature SE Qld projects including Tugun Bypass, Northern Busway and M1 Exit 79. He subsequently moved on to CA and construction phase roles at Ipswich Logan Motorway and Dinmore to Goodna. Since then he has been engaged in CA roles on numerous construct-only major highway projects in Qld and NSW. He returned to Brisbane in 2017 to take on Superintendent duties for a number of major bridge and marine works projects for Brisbane City Council. John has developed as reputation of being extremely competent, diligent and effective in fostering outstanding outcomes on projects. He is focused on ensuring that projects are delivered in an environmentally sustainable manner without compromising worker safety and while maintaining community satisfaction through responsible engagement. John will take a collaborative approach with the Principal and Contractor to ensure that the common goal of achieving a successful outcome for all parties is met.

5 Project Experience. Provide a description of three (3) projects which best demonstrate your experience in relation to this application

Project Details	Response	Description of responsibilities
Employer	SMEC	6 laning of the Pacific Motorway between Worongary and Robina replacement of 2 motorway bridges and widening of four others Resolution of design issues onsite. • Assessment of variations and assistance in resolution of contractual claims • Review of construction programs. • Assessment of NCRs and RFIs. • Assessment of construction method statements. • Construction surveillance and supervision of Inspectors • Traffic management surveillance and review of traffic guidance schemes and traffic management plans. • Management of project monthly payment claims • QA Audit
Role	Project Engineer (Civil & Structural)	
Part Time / Full Time	Full Time	
Reporting to (name/ position/ company)	Col Arthy / Superintendent's Rep / SMEC	
Project duration (from to date)	04/2013 to 02/2015	
Project name/location	M1 Pacific Motorway Upgrade, Worongary to Mudgeeraba	
Client	TMR	
Project scope of work	Upgrade of Pacific Motorway to 6 lanes	
Project value (excl. GST)	$95M	
Contract type	RCC	
Time spent on the project	22 months	

Project Details	Response	Description of responsibilities
Employer	SMEC	• Reported directly to the RMS Snr Project Manager in an assistant role. • Cost estimation. • Resolution of design issues onsite. • Management of major design changes during construction (liaison with design consultant, design reviews, coordination with construction contractor to minimise construction delays etc). • Assessment of major variations. • Review of construction programs. • QA Audit • Surveillance of the works and oversight of Inspectors daily diaries
Role	Project Engineer	
Part Time / Full Time	Full Time	
Reporting to (name/ position/ company)	Stephen Tyler / Senior Project Manager/ NSW Roads & Maritime Services	
Project duration (from to date)	02/2015 to 05/2017	
Project name/location	Kundabung to Kempsey and Frederickton to Eungai Pacific Highway Upgrades	
Client	NSW Roads & Maritime Services	
Project scope of work	Upgrade of the Pacific Highway to dual carriageway	
Project value (excl. GST)	F2E ($650M), K2K ($230M)	
Contract type	F2E (D&C), K2K (SOR)	
Time spent on the project	27 months	

Project Details	Response	Description of responsibilities
Employer	Brisbane City Council	• Superintendent responsible for construction of a technically challenging contract (700m 27 span shared-path bridge structure in the Brisbane River). • All aspects of administration of the contract (measurement of quantities and issuing progress certificates, assessment of variations, assessment of program etc). • Auditing (environmental/safety/quality/traffic). • Cost estimation. • Community engagement. • Resolution of design issues onsite / responding to RFIs / issuing site instructions.
Role	Superintendent	
Part Time / Full Time	Full Time	
Reporting to (name/ position/ company)	Chris McCormick / Principal Contracts Manager / Brisbane City Council	
Project duration (from to date)	01/2020 to present	
Project name/location	Indooroopilly Riverwalk, Brisbane	
Client	Brisbane City Council	
Project scope of work	Construction of a 700m river walk structure.	
Project value (excl. GST)	$52M	
Contract type[1]	Construct Only (AS4000 - SOR)	
Time spent on the project	18 months	

6 Role History. Provide a list of roles/projects in reverse chronological order which supports the mandatory experience requirements. This role history must evidence the mandatory experience requirements for the role.

Recent Experience (in reverse chronological order, relevant to this position, add more rows if required)								
No	From Date: month/ year	To Date: month/ year	Role	Reporting to (name/ position)	Client/ Company	Project Name/ location	Contract Type[2]	Project Value ($)
1	01/2020	Present	Superintendent	Chris McCormick / Principal Contracts	Brisbane City Council	Indooroopilly Riverwalk	Construct Only (AS4000 - SOR)	$52M
2	05/2019	12/2019	Superintendent	Chris McCormick / Principal Contracts	Brisbane City Council	Botanic Gardens Riverwalk	Construct Only (AS4000 - Lump Sum)	$20M
3	05/2018	04/2019	Superintendent	Chris McCormick / Principal Contracts	Brisbane City Council	Green Camp Rd Corridor Upgrade	Construct Only (AS4000 - SOR)	$28M
4	05/2017	05/2018	Superintendent	Chris McCormick / Principal Contracts	Brisbane City Council	Wolston Creek Bridge Upgrade	Construct Only (AS4000 - SOR)	$12M
5	02/2015	05/2017	Project Engineer	Stephen Tyler / Senior Project Manager	NSW Roads and Maritime Services	Pacific Highway Upgrade – Frederickton to Eungai	D&C (GC21 – Lump Sum)	$650M

[1] Contract type e.g. TIC-CO, MIC, D&C, Alliance, ECI etc

6	02/2015	05/2017	Project Engineer	Stephen Tyler / Senior Project Manager	NSW Roads and Maritime Services	Pacific Highway Upgrade – Kundabung to Kempsey	Construct Only (GC21 - SOR)	$230M
7	04/2013	02/2015	Site Engineer	Col Arthy / Superintendent's Representative	TMR	Pacific Motorway Upgrade – Worongary to Mudgeeraba	Construct Only (RCC - SOR)	$95M
8	10/2012	04/2013	Project Engineer	Tim Fisher / Transport Project Manger	Origin Energy	Australia Pacific LNG (APLNG) Project	D&C	$24.5B
9	11/2009	09/2012	Design Engineer (Construction Phase Services)	Neil Paynter / CPS Design Manager	TMR	Ipswich Motorway Upgrade – Dinmore to Goodna	Alliance	$1.95B
10	08/2008	11/2009	Site Engineer	Peter Konecny / Principal's Representative's Agent	TMR	Ipswich / Logan Motorway Interchange Upgrade	D&C	$250M

7 Skills, experience and key achievements. Expand on these attributes outlining how they demonstrate your suitability for the role. For example, describe how you have contributed as an individual on a project or how you have contributed to the project team.

No.	Description of relevant skills, experience and key achievements
1	Contract administration – John has significant recent construct-only contract administration experience, having spent around four years as a superintendent's project engineer on major QLD and NSW Motorway projects, and the last three years as a superintendent for Brisbane City Council delivering some of their largest contracts out of their City Projects Office. He has additional CA experience in D&C works from his time at ILM, which involved resolution of numerous issues directly relatable to Construct only projects. These included latent conditions, Principal-caused delays, design scope not clear, PUP impacts, project John has equally sound technical knowledge in structural and civil aspects of road projects as well as utilities and dealing with utility owners. John is experienced in traffic management (TMD qualified), and is CPEng and RPEQ qualified. John is experienced in dealing with the community and ensuring that political expectations are met.
2	Major Structures and Marine works. John has already gained an abundance of structures experience by virtue of the major projects he has been engaged on. Most recently he has been heavily involved with marine works as Superintendent for BCC on the Brisbane Riverwalk, Botanic Gardens River Walk and Wolston Creek Bridge Upgrade. He is fully conversant with current techniques and maritime standards including implications of construction in a tidal zone, navigation and flood preparation, risk of impact damage, safety and environmental risks. His works at W2M included construction of 2 new motorway bridges as well as widening of 4 others under traffic. ILM involved demolition of a bridge over the Ipswich Motorway
3	Project management – John spent 2015 to 2017 as a Project Engineer/ Assistant Project Manager reporting directly to the RMS Senior Project Manager for two major Pacific Highway Upgrades on the Mid North Coast of NSW. John's role included preparation of project management plans, tracking construction progress, coordination of major design changes during construction between RMS, the design consultant, and the construction contractor. Other tasks included assessment of major variation claims, cost estimating, tracking budget and forecasting, and preparation of reports for issue to RMS senior management. Key achievements include recognition from peers for the quality of work that John has undertaken. John was presented with a monthly award on the Dinmore to Goodna Pacific Motorway Upgrade for construction phases services, by ensuring that design issues were dealt with efficiently to ensure that construction was not delayed. John will help value add in the resolution of any design issues which may arise, rather than simply channel these straight to the designer. These skills and experience will be directly transferrable and attributable to the role he has been nominated for in the CA services for Centenary Bridge.
4	Established team relationships: John has already established strong working relationships with other Centenary Bridge team members: Peter Konecny and Russel Smith at ILM, Peter Konecny again at W2M, and with John Budeja at mutlipel recent projects with BCC

8 Referees. Provide at least three referees with at least two must be external to your company.

No.	Name	Position	Phone/Mobile	Company	Project
1	Sean Donald	Construction Manager	0409540554	Georgiou Group Pty Ltd	Indooroopilly Riverwalk and Botanic Gardens Riverwalk
2	Kent Elssmann	Superintendent	0432296460	Brisbane City Council	Various (Internal)
3	Stephen Tyler	Snr Project Manager	0411025934	NSW Roads & Maritime Services	Kundabung to Kempsey and Frederickton to Eungai Pacific Highway Upgrades

FORM A2: CV Template

1 Curriculum Vitae

Russell SMITH

Company Name	SMEC Australia Pty Ltd
Phone	[redacted]
Mobile	[redacted]
Email	[redacted]
Availability timeframe	From February 2022
Role No. and Description	Inspector – Civil/Structures
No. of years' experience relevant to this role	45+ years



2 Academic Qualifications

No.	Degree or Certificate	Institution	Year of Graduation
1	Graduate Diploma Road Safety	University of New England	2000
2			

3 Professional Qualifications

No.	Qualification	Certificate Number	Date/Year Obtained	Current (Yes/No)	Expiry Date
1	Traffic Management Level 4	207445		No	
2	Traffic Management Level 3	15342		No	
3	TMR Prequalification	IS03, IR03		Yes	

4 Career Summary

Russell has 45 years construction supervision and surveillance experience on road and highway infrastructure projects. The last 24 years has been spent entirely in South-East Queensland (Qld). His record in Qld dates back to Pacific Motorway (M1) project Section 3 in the late 1990's, followed by various construct-only projects for TMR South Coast. Since then, he has also had senior Surveillance roles on the Mt Lindesay Highway Chambers Flat Road Interchange, Ipswich Motorway Upgrade (IMU) Rocklea to Darra (R2D) and Ipswich Motorway/Logan Motorway Interchange Upgrade (ILM), as well as Gateway Upgrade South and South-East Busway Extension (GUSBUS). On these projects he has gained experience in the full gamut of hard dollar TIC-CO/RCC and D&C Contracts including dealing with extensive technical challenges, management of high traffic volumes, difficult ground conditions, PUP impacts and ITS issues. Russell has a formidable reputation in the industry and with TMR as an effective and reliable Senior Surveillance Inspector.

5 Project Experience. Provide a description of three (3) projects which best demonstrate your experience in relation to this application

Project Details	Response	Description of responsibilities
Employer	SMEC	The project involved of 5km of arterial road widening, 1.2km elevated structure and retaining wall along the Brisbane River, major intersection upgrades, new cycle paths and park upgrades. Russell was responsible for Surveillance and Independent Verification activities for compliance of: • Earthworks & drainage • pavements • piling • ground improvements including jet grout columns & stressed ground anchors • load transfer platforms • structures including marine works • urban design & landscaping. • PUP protections and adjustments • On-going verification of As-constructed drawings & design
Role	Senior Surveillance Officer	
Part Time / Full Time	Full-Time	
Reporting to (name/ position/ company)	Mark Reynolds / Independent Verifier's Representative / SMEC	
Project duration (from to date)	03/2015 – 10/2021	
Project name/location	Kingsford Smith Drive Project, Qld	
Client	Brisbane City Council	
Project scope of work	IV for 3.5km upgrade to 6 lanes including upgrading pedestrian, cycle and public transport facilities.	
Project value (excl. GST)	$650M	
Contract type[1]	D&C	
Time spent on the project	52 months	

Project Details	Response	Description of responsibilities
Employer	SMEC Australia Pty Ltd	

[1] Contract type e.g. TIC-CO, MIC, D&C, Alliance, ECI etc

Role	Principal's Representative's Delegate (CA)	Works include two underpasses beneath the gateway motorway to accommodate the busway extension and a new bridge across Bulimba Creek. Russell was Senior Inspector responsible for: • checking compliance against relevant standards and requirements, • site administration services for earthworks, drainage, piling bridgeworks, flexible pavements, concrete pavements and asphalt pavement and wearing course, • monitoring and controlling the construction processes and material qualities, • releasing hold points, witness points and milestones as specified in the contract documents • conducting traffic, safety and environmental audits. • Measurement for payment for monthly progress claims
Part Time / Full Time	Full Time	
Reporting to (name/ position/ company)	Peter Konecny/Principal's Rep's delegate	
Project duration (from to date)	01/2013 – 05/2015	
Project name/location	Gateway Upgrade South & South East Busway Extension (GUSBUS)	
Client	TMR Metropolitan District	
Project scope of work	Extension of the Gateway M'way SB on-ramp to the Pacific Motorway and the SE Busway from Eight Mile Plains to Rochedale	
Project value (excl. GST)	$77M	
Contract type	D&C (CPA)	
Time spent on the project	42 months	

Project Details	Response	Description of responsibilities
Employer	SMEC Australia	Responsible for: • checking compliance against relevant standards and requirements; • Review of traffic guidance schemes and monitoring of implementation • Surveillance for earthworks, drainage, bridgeworks, flexible pavements and asphalt wearing course; • monitoring and controlling the construction processes and materials qualities; • releasing hold points, witness points and milestones as specified in the contract documents; • conducting traffic, safety and environmental audits. • Measurement for payment of monthly progress claims
Role	Senior Surveillance Officer	
Part Time / Full Time	Full Time	
Reporting to (name/ position/ company)	Peter Konecny/ Superintendent	
Project duration (from to date)	07/2011 to 12/2012	
Project name/location	Mt Lindsay Hwy Chambers Flat Rd Grade Separated Interchange, Qld	
Client	TMR	
Project scope of work	Grade separated interchange project	
Project value (excl. GST)	$30M	
Contract type	RCC	
Time spent on the project	13 months	

6 Role History. Provide a list of roles/projects in reverse chronological order which supports the mandatory experience requirements.

Recent Experience (in reverse chronological order, relevant to this position, add more rows if required)								
No	From Date: month/ year	To Date: month/ year	Role	Reporting to (name/ position)	Client/ Company	Project Name/ location	Contract Type[2]	Project Value ($)
1	01/2021	Present	Senior Surveillance Officer (Civil & Structures)	Peter Konecny/ Superintendent	Brisbane City Council	Brisbane Metro Depot	D&C	$65M
2	05/2016	Present	Senior Surveillance Officer	Mark Reynolds / IV Representative, SMEC	Brisbane City Council	Kingsford Smith Dr Upgrade / Brisbane	D&C	$650M
3	10/2015	05/2016	Senior Surveillance Officer / Superintendent's Representative	Peter Konecny / Superintendent	Stockland	Bells Creek Arterial – Caloundra South	RCC	$26M
4	01/2013	05/2014	Surveillance Officer (Civil/Structures)	Peter Konecny / Principal's Representative Delegate	TMR	GUSBUS Stage 2B & South East Busway Extension Stage 1A / Brisbane	D&C	$77M
5	07/2011	01/2013	Senior Surveillance Officer	Peter Konecny/ Superintendent	TMR	Mt Lindsay Hwy Chambers Flat Rd Grade Separated Interchange / Brisbane	RCC	$30M

[2] Contract type e.g. TIC-CO, MIC, RMPC, D&C, Alliance, ECI etc

6	07/2010	07/2011	Surveillance Officer (Civil/Structures)	Peter Konecny/ Superintendent's Rep	Gold Coast Rapid Transit (GCRT)	Early Enabling works – GCUH Station Shell/ Qld	RCC	$33M
7	06/2009	07/2010	Senior Surveillance Officer	Peter Konecny/ Superintendent	Qld Water Infrastructure (QWI)	Beaudesert-Boonah Road Relocation, Qld	RCC	$47M
8	5/2007	06/2009	Surveillance Officer	Peter Konecny / Principal's Representative Agent	TMR	Ipswich Motorway/Logan Motorway Interchange	D&C	$255
9	2005	Sep 2007	Surveillance Officer	Peter Konecny/ Superintendent	TMR SCHD	Brisbane Beenleigh Rd (Fletcher St to Boundary Rd)	RCC	$35M
10	1/2004	11/2005	Surveillance Officer (Civil/Structures)	Peter Konecny / Superintendent's Representative	TMR	Stewart Road Interchange	RCC	$17M
11	2003	2004	Surveillance Officer	Peter Konecny/ Superintendent's Rep	TMR SCHD	Brisbane Beenleigh Rd (Schneider Rd to Fletcher St)	RCC	$15M

7 Skills, experience and key achievements. Expand on these attributes outlining how they demonstrate your suitability for the role. For example, describe how you have contributed as an individual on a project or how you have contributed to the project team.

No.	Description of relevant skills, experience and key achievements
1	Russell's technical expertise is second to none and covers all aspects of civil, structures, drainage, pavements and PUP works. He is often called upon within SMEC to carry out constructability reviews and Road safety audits. Many of his assignments have involved highways/motorways or constrained/complex urban corridors including the Kingsford Smith Drive (BCC), Pacific Motorway, Ipswich Motorway/Logan Motorway Interchange (ILM), Gateway Upgrade South and South East Busway Extension Stage 2 (GUSBUS), Gold Coast Rapid Transit (GCRT) Early and Enabling Works Gold Coast Hospital Station Shell and Mt Lindesay Highway/Chambers Flat Road Interchange Upgrade (Mt Lindesay Highway Project). There is no difference in surveillance requirements between Construct only (TIC-CO) projects and D& C projects
2	Russell has an unparalleled ability to identify issues before they arise, and suggest solutions, often before the Contractor has even recognised that a problem exists. The cost and time savings realised on every project that Russell works on cannot be overstated. He possesses a very sound understanding of all TMR specifications, drawings and contract documentation. His style on site is very firm, but fair, and more importantly, very proactive. He normally develops exceptionally good working relationships with Contractor and client personnel.
3	In particular relevance to the Centenary Bridge Project, Russell has extensive experience in marine works (KSD and M1 8 laning – Coomera River Bridges), bridge demolition and reconstruction (ILM) major bridge construction (Stewarts Rd Interchange, Pac Motorway Section 3 Interchanges at Pimpama, Foxwell Rd and Oxenford), GCUH Station shell (post tensioned girders), traffic and PUP relocations – multiple projects.
4	Close working relationship with other team members: Russell and Peter Konecny go back 24 years in Qld. They have an enviable mutual understanding and team record. Russell has also worked with John Banner on ILM and with Chris Demartini on KSD – both significant, relevant projects.

8 Referees. Provide at least three referees with at least two must be external to your company.

No.	Name	Position	Phone/Mobile	Company	Project
1	Wade Mengel	Principal Engineer	[redacted]	DTMR	GUSBUS
2	Matt Kelly	Principal Engineer		DTMR	Gateway Upgrade South
3	Rod Varney	Senior Project Manager		CPB	Gold Coast Rapid Transport Station Shell
4	Kelvin Watts	Managing Director	[redacted]	Lotus Civil Pty Ltd	Ipswich Motorway/Logan Motorway Upgrade

FORM A2: CV Template

1 Curriculum Vitae

John BUGEJA

Company Name	SMEC Australia Pty Ltd
Phone	
Mobile	[redacted]
Email	[redacted]
Availability timeframe	From May 2022
Role No. and Description	Inspector – Marine/Precast
No. of years' experience relevant to this role	15 years



2 Academic Qualifications

No.	Degree or Certificate	Institution	Year of Graduation
1	Associate Diploma Civil Engineering	QUT	1989
2			

Note: If your Engineering qualification was obtained overseas please indicate above the results of the assessment by Engineers Australia.

3 Professional Qualifications

No.	Qualification	Certificate Number	Date/Year Obtained	Current (Yes/No)	Expiry Date
1	Working Safely at Height		2018		
2	Workplace Health & Safety Officer		2008		
3	Traffic Management Roadwork Signing		2007		

4 Career Summary

John has over 30 years of experience in a number of different roles within the civil construction industry, but with predominant expertise in bridges and concrete structures over the last 15 years. He has worked on several major infrastructure projects in SE QLD in the past 10 years. John has been responsible for monitoring, auditing, evaluating and reporting on all elements of road, bridge, tunnel and rail works projects to ensure compliance with the client's policies, standards and specifications, as well as contract documentation.

John is currently in the position of Civil Contracts Inspector for the City Projects Office of the Brisbane City Council. He has worked on different project sites throughout the city including riverwalks, bikeways and pathways, pedestrian and road bridges, road intersection upgrades, road widening, intersection signalisation and lighting, retaining walls and pedestrian safety screening.

In this position he is responsible for monitoring the contractor's time, cost and quality performance, conducting site inspections, maintaining daily data and photographic records of construction activities, monitoring and reviewing construction programs and inspection and test plans and reviewing and validating contractor's reports and progress claims on behalf of the delegated Superintendent.

Prior to re-joining Brisbane City Council, John recently delivered the Coomera To Helensvale Rail Duplication Project as a Surveillance Inspector with the Client's representative site team.

5 Project Experience. Provide a description of three (3) projects which best demonstrate your experience in relation to this application

Project Details	Response	Description of responsibilities
Employer	Brisbane City Council	Scope of work: Constructing a 2 traffic lane elevated concrete structure with shared paths on each side over Enoggera Ck. The work includes constructing a temporary bridge parallel to the existing structure with associated road works to the approaches, demolishing the existing bridge & constructing a new 3 span concrete structure with improved flood immunity. Also included is an upgrade of the traffic signals at the Gresham St & Waterworks Rd intersection to improve safety for all road users. Relevance: • Bridgeworks adjacent to waterways • Review & validate Contractors ITP's, lot records & quantities for progress payments. • Review & mark-up 'As Constructed' drawings. • Maintain & update accurate diaries & photographic records • Provide advice to the Superintendent on potential claims & variations.
Role	Structures Inspector	
Part Time / Full Time	Full Time	
Reporting to (name/ position/ company)	Superintendent	
Project duration (from to date)	05/2021 - Present	
Project name/location	Gresham St Bridge Duplication	
Client	Brisbane City Council	
Project scope of work	Bridge Duplication	
Project value (excl. GST)	$8M	
Contract type[1]	Construct	
Time spent on the project	3 months	

[1] Contract type e.g. TIC-CO, MIC, D&C, Alliance, ECI etc

		• Issue Site instructions & liaise with the Contractor about day to day site issues. • Manage & maintain effective relationships with the Superintendent, Contractor & Sub-contractors.

Project Details	Response	Description of responsibilities
Employer	Brisbane City Council	Surveillance Officer responsible for overseeing the construction of a technically challenging contract (700m 27 span shared-path bridge structure in the Brisbane River). Relevance: • Marine bridgeworks • Review & validate Contractors ITP's, SWMS's, lot records & quantities for progress payments. • Maintain & update accurate diaries & photographic records. • Provide advice to the Superintendent on potential claims & variations. • Issue Site instructions & liaise with the Contractor about day to day site issues. • Manage & maintain effective relationships with the Superintendent, Contractor & Sub-contractors
Role	Structures Inspector	
Part Time / Full Time	Full Time	
Reporting to (name/ position/ company)	Superintendent	
Project duration (from to date)	01/2020 to 04/2021	
Project name/location	Indooroopilly Riverwalk, Brisbane	
Client	Brisbane City Council	
Project scope of work	Construction of a 700m river walk structure.	
Project value (excl. GST)	$52M	
Contract type	Construct Only (AS4000 - SOR)	
Time spent on the project	18 months	

Project Details	Response	Description of responsibilities
Employer	AECOM	Scope of work: Duplicating 8.2km of track & 8 rail bridges, installing overhead electrification & signalling systems & replacing 3.8km of barrier fencing. Bridges included major spans over the Coomera River and Saltwater Creek Relevance: • Prepare & maintain detailed records of construction activities. • Review & validate Contractors ITP's, SWMS's, lot records & quantities for progress payments. • Maintain & update accurate diaries & photographic records. • Provide advice to the Superintendent on potential claims & variations. • Issue Site instructions & liaise with the Contractor about day to day site issues. • Manage & maintain effective relationships with the Superintendent, Contractor & Sub-contractors.
Role	Structures Inspector	
Part Time / Full Time	Full Time	
Reporting to (name/ position/ company)	Superintendent	
Project duration (from to date)	06/2016 – 04/2017	
Project name/location	Coomera To Helensvale Rail Duplication	
Client	Queensland Rail	
Project scope of work	Rail Duplication	
Project value (excl. GST)	$160M	
Contract type	D&C	
Time spent on the project	10 months	

6 Role History. Provide a list of roles/projects in reverse chronological order which supports the mandatory experience requirements. This role history must evidence the mandatory experience requirements for the role.

Recent Experience (in reverse chronological order, relevant to this position, add more rows if required)								
No	From Date: month/ year	To Date: month/ year	Role	Reporting to (name/ position)	Client/ Company	Project Name/ location	Contract Type[2]	Project Value ($)
1	04/2021	12/2021	Structures Inspector	Superintendent	Brisbane City Council	Gresham St Bridge Replacement	Construct	$8M
2	01/2020	05/2021	Structures Inspector	Superintendent	Brisbane City Council	Indooroopilly Riverwalk	Construct Only (AS4000 - SOR)	$52M
3	05/2019	12/2019	Structures Inspector	Superintendent	Brisbane City Council	Botanic Gardens Riverwalk	Construct Only (AS4000 - Lump Sum)	$20M
4	04/2017	04/2021	Structures Inspector	Superintendent	Brisbane City Council	Various inc Lemke Rd Bridge, Progress Rd Bridges	Construct only	
5	06/2016	04/2017	Construction Surveillance Inspector (Structures)	Superintendent	AECOM / QR	Coomera To H'svale Rail Bridges	D&C	$160M
6	07/2013	06/2016	Structures Inspector	Superintendent	Brisbane City Council	Various inc Telegraph Rd Rail overpass	Construct only	

[2] Contract type e.g. TIC-CO, MIC, RMPC, D&C, Alliance, ECI etc

7	01/2012	07/2013	Construction Surveillance Inspector (Structures)	IV Manager	QR & DTMR	Trackstar Richlands to Springfield, QLD	Alliance	$475M
8	04/2011	12/2011	Quality Inspector - Structures	Superintendent	Transcity Joint Venture	Legacy Way Project	JV	$1.5B
9	09/2008	04/2011	Construction Verifier – Structures & Roadworks inspector	IV Manager	KBR / QR	Darra to Springfield Transport Corridor Stage 1	Alliance	$600M
10	10/2007	08/2008	IV Surveillance Officer - Structures	IV Manager	SMEC	North South Bypass Tunnel (Clem 7)	JV	$3B
11	11/2006	01/2007	Inspector Roadworks	Superintendent	DTMR	Landsborough Street Intersection Upgrade	Construct	$300K
12	11/2006	11/2007	Inspector Roadworks	Superintendent	DTMR	North Ward Road Duplication, Townsville	ECI	$33M
13	11/2003	11/2006	Technical Officer, Roads and Drainage	Senior Technical Officer and Area Co-ordinator	Brisbane City Council	Delivering the annual road and waterways maintenance and capital rehabilitation programs.		

7 Skills, experience and key achievements. Expand on these attributes outlining how they demonstrate your suitability for the role. For example, describe how you have contributed as an individual on a project or how you have contributed to the project team.

No.	Description of relevant skills, experience and key achievements
1	John is an experienced structures and roadworks inspector who has a wide range of civil infrastructure construction competencies. He has been responsible for surveillance of all technical disciplines, specialising in structures, but including earthworks through to linemarking and traffic management. John has demonstrated his ability to foster collaborative relationships on site and help deliver outstanding quality outcomes
2	John has strong recent experience in marine works and major bridge structures over and adjacent to waterways. This includes Indooroopilly Riverwalk, Botanic Gardens Riverwalk, Coomera to Helensvale Rail Bridges. He is proficient with the construction/demolition techniques required to optimise safety outcomes.
3	John is fully conversant with BCC and TMR requirements, Specifications and conditions of contact. He is ideally positioned to complete surveillance on both BCC and TMR works where they overlap in the one project. John has contributed to the successful outcomes of projects through his ability to comprehend the various operating systems and processes and then apply the requirements.
4	Close working relationship with other team members: John has formed a strong bond with John Banner from recent projects at BCC. He has also worked successfully with SMEC before at Clem 7 Tunnel and Legacy way Tunnel with Chris Demartini

8 Referees. Provide at least three referees with at least two must be external to your company.

No.	Name	Position	Phone/Mobile	Company	Project
1	Steve Maclay	Verification Manager	0415 565 143	GHD	
2	Chris McCormick	Principal Contracts Manager	0466 914 868	BCC	
3	John Banner	Superintendent	0424 149 796	BCC	

FORM A2: DTMR CV Template

1 Curriculum Vitae

Gerry **LO FARO**

Company Name	Jerana Group Pty Ltd
Phone	[redacted]
Mobile	
Email	
Availability Timeframe	As required
Role No. and Description	IIE03 – Inspector (ITS, Electrical)
No. of years' experience relevant to this role	30



2 Academic Qualifications

No.	Degree or Certification	Institution	Year of Graduation
1	Advanced Diploma of Building & Construction (AdvDipBldgConstr)	Masters Builders Association	2019
2	Diploma of Project Management (DipPM)	TAFE Qld	2015
3	Postgraduate Introductory Lighting Series 1-3	QUT	2011
4	Electrical Fitter Mechanic	TAFE Qld	1989

3 Professional Qualifications

No.	Qualification	Certificate No.	Current Yes/No	Expiry Date
1	Certified Practising Project Manager (CPPM), AIPM	38014	Yes	20/12/2021
2	Electrical Contractors Licence QLD	68790	Yes	04/03/2022
3	Electrical Contractors Licence NSW	220157C	Yes	28/10/2023
4	Electrical Fitter & Mechanic Work Licence QLD	C26039	Yes	04/08/2024
5	Supervisor Certificate Electrical NSW	56378S	Yes	17/09/2026
6	Site Supervisor Licence Open QLD, QBCC	1214123	Yes	25/08/2023
7	Cabling Registration	7416	Yes	03/08/2022
8	Perform Rescue From a Live LV Panel	9462482	Yes	07/07/2021
9	CPR, Pole Top Rescue, EWP Rescue	9462482	Yes	07/07/2021
10	General Safety Induction Card (Blue Card)	0337316	Yes	N/A
11	Member Australian Institute of Project Management	38014	Yes	20/12/2021
12	Member Master Builders Queensland, Consultant	74690	Yes	31/05/2022

4 Career Summary

Gerry brings significant technical advice & expertise in ITS, civil electrical & procurement. He is a Reg. Project Manager with 30-year experience within the construction, the electrical industry & managed motorways. His areas of expertise include project management, construction planning, quality control, safety & risk management. He brings intuitive knowledge of government authority specifications, standards & legislative requirements to successfully manage ambiguous contract under political duress.

5 Project Experience Provide a description of three projects which best demonstrate your experience in relation to this application.

Project Details	Response	Description of Responsibilities
Employer	Jerana Group Pty Ltd	• Administer the contract ensuring contractual obligations are performed; civil electrical, ITS • Inspection of civil electrical & ITS works; Rate 3 road lighting, traffic signals • Technical support & advisory; Aust Standards, regulating agencies, Specifications, industry guidelines
Role	Surveillance-Audit (ITS, [Civil] Electrical)	
Reporting to (name, position, company)	Brett Thiele – General Manager Transport Qld, Ranbury	
Part Time / Full Time	Part time	
Project Duration	06/2021 to Current	

Project Name / Location	**Northern Transitway, Kedron to Chermside, Qld**	• Uphold compliance with Electrical Safety Act 2002 • Work in accordance with WHS Act 2011 • Information management of RFI's & NCR's • Communicate on postponement & suspension of work • Ensure products comply with contract specifications, report on non-conformances • Ensure all project costs, variation claims were administered; electrical • Quality control; conduct repeatable tests &/or hold points to verify the quality of the contract outputs • Facilitate mutually agreeable outcomes to construction issues through the use of highly developed relationship skills
Client	TMR	
Project Scope of Work	This project is a targeted bus priority from Kedron to Chermside includes a dedicated bus lane both inbound and outbound, benefiting over 5,000 people during peak periods each weekday. Travel time savings of up to 6 minutes on some services during peak periods and higher frequency of services at bus stops.	
Project Value (excl. GST)	$53M	
Contract Type[1]	TIC-CO SOR	
Time Spent on Project	2 months, ongoing	

Project Details	**Response**	**Description of Responsibilities**
Employer	Jerana Group Pty Ltd	• Evaluate & report on electrical construction of roadworks contracts • Inspection of civil electrical works; Rate 3 road lighting, traffic signals • Review designs for electrical installations and ensure compliance with Electrical Safety Act and TMR policies, standards and specifications • Technical support & advisory; Aust Standards, regulating agencies, Specifications, industry guidelines • Ensure products comply with contract specifications, report on non-conformances • Ensure all project costs, variation claims were administered; electrical • Quality control; conduct repeatable tests &/or hold points to verify the quality of the contract outputs • Information management of RFI's & NCR's
Role	Independent Verifier, Surveillance-Audit (ITS, [Civil] Electrical)	
Part Time / Full Time	Part time	
Reporting to (name, position, company)	Brett Thiele – General Manager Roads & Civil Qld, Ranbury	
Project Duration	07/2020 to 06/2021	
Project Name / Location	**Everton Park Link Road - Stafford Road and South Pine Road Intersection Upgrade, Everton Park, Qld**	
Client	TMR	
Project Scope of Work	Connecting from South Pine Road, north of the Kedron Brook Creek, to Stafford Road, east of Mountridge Street, the Everton Park Link Road project is stage 1 of a 2-stage plan.	
Project Value (excl. GST)	$31M	
Contract Type	TIC-CO SOR	
Time Spent on Project	11 months	

Project Details	**Response**	**Description of Responsibilities**
Employer	Jerana Group Pty Ltd	• Administer the contract ensuring contractual obligations are performed; civil electrical, ITS • Inspection of civil electrical & ITS works; Rate 3 road lighting, traffic signals, shared path lighting • Technical support & advisory; Aust Standards, regulating agencies, Specifications, industry guidelines • Uphold compliance with Electrical Safety Act 2002 • Work in accordance with WHS Act 2011 • Information management of RFI's & NCR's • Communicate on postponement & suspension of work • Ensure products comply with contract specifications, report on non-conformances • Ensure all project costs, variation claims are administered; electrical, ITS
Role	Independent Verifier, Surveillance-Audit (ITS, [Civil] Electrical)	
Part Time / Full Time	Part time	
Reporting to (name, position, company)	Paul Spence – Lead Consultant Project Manager, Aurecon	
Project Duration	05/2019 to 08/2021	
Project Name / Location	**Sumners Road Interchange Upgrade (SRIU), Jamboree Heights, Qld**	
Client	TMR	
Project Scope of Work	SRIU is operating beyond capacity with vehicle numbers reaching 35,000 per day, approx. 5% are heavy vehicles. The interchange focus is on managing local road approaches, vehicle queuing, new active transport opportunities. New signalised intersections are replacing roundabouts, new 2-lane bridge, demolition of an existing bridge	

[1] Contract type e.g. TIC-CO, MIC, D&C, Alliance, ECI etc

	replaced with a new 4-lane bridge including pedestrian & active transport access & new cycle tracks.	• Quality control; conduct repeatable tests &/or hold points to verify the quality of the contract outputs • Facilitate mutually agreeable outcomes to construction issues using highly developed relationship skills
Project Value (excl. GST)	$80M	
Contract Type	TIC-CO	
Time Spent on Project	27 months	

6 Role History Provide a list of roles/projects in reverse chronological order (most recent at the bottom) which supports the mandatory experience requirements specified for the role.

No.	Period (month/year)		Role	Reporting to (name, position)	Client, Company	Project Name, Location	Contract Type	Project Value
	From	To						
1	10/2014	03/2015	Technical Consultant High Voltage, Contract Administration	Gareth Baines, Construction Manager	First Solar, WHBO Infrastructure	Nyngan Solar Plant, Nyngan NSW	Hard Dollar	$290M
2	10/2016	08/2019	Independent Verifier, Surveillance-Audit (ITS, Electrical)	Kane Domio, Associate Infrastructure Services	TMR, Aurecon	Gateway Upgrade North Nudgee to Bracken Ridge, Qld	D&C	$1.1B
3	04/2017	08/2018	Electrical Management Consultant	Gerard Keynes, General Manager	Transurban, BMD Construction	Inner City Bypass (ICB) Upgrade, Herston, Qld	D&C	$80M
4	05/2019	12/2019	Electrical Management Consultant	Gerard Keynes, General Manager	TMR, BMD Construction	Sumners Road Interchange Upgrade (SRIU), Jamboree Heights, Qld	TIC-CO	$80M
5	06/2017	08/2021	Independent Verifier, Surveillance-Audit (ITS, Electrical)	Garth Agnew, Associate Infrastructure	TMR, Aurecon	Bruce Highway Upgrade Caloundra Road to Sunshine Motorway (CR2SM), Tanawha, Qld	JV D&C	$813M
6	09/2017	Current	Independent Verifier, Surveillance-Audit (ITS, Electrical)	John Newton, Engineer	TMR, Aurecon	Logan Enhancement Project, Drewvale, Qld	D&C	$512M

7 Skills, Experience and Key Achievements Expand on these attributes outlining how they demonstrate your suitability for the role. For example, describe how you have contributed as an individual or how you have contributed to the team.

No.	Description of relevant skills, experience and key achievements
1	Skills; registered professional CPPM, AdvDipBldgConstr, DipPM; trade qualified; knowledge strength construction planning; business judgement & tactical awareness; strategy logic-creative-resourceful; contract administration; government authorities; leadership.
2	Experience; construction industry experience 30 years; electrical authority, Legislative & Codes application; needs assessments; asset management; design reviews; mentoring upcoming team members.
3	GO Alliance Geebung Overpass (BCC); This Superintendent Representative role was to ensure service providers compliance with the law. The specified goods & services in accordance with the Electrical Safety Act 2002, related to the civil electrical scope of work, Rate 2, Rate 3 road lighting, traffic signals & ITS. Gerry built solid relationships with the Principal Contractor & subcontractors assisting them with the interpretation of BCC standards & specifications which was evident in the positive result of zero defects; an outstanding achievement. He led the development & review of risk management plans advising on their suitability for the works being performed.

8 Referees Provide at least three referees, at least two must be external to your company.

No.	Name	Position	Mobile No.	Company	Project
1	David Purdy	Associate Infrastructure	[redacted]	Aurecon	Bruce Highway Upgrade CR2SM
2	Brett Thiele	General Manager Roads & Civil Qld	[redacted]	Ranbury	Everton Park Link Road
3	James Murray	Engineer Major Projects	[redacted]	Construction PM	Petrie Mill Redevelopment

Updated 24 April 2019

FORM A2: CV Template

Mellissa ZULPO

1 Curriculum Vitae

Company Name	SMEC Australia Pty Ltd
Phone	[redacted]
Mobile	
Email	
Availability timeframe	As required
Role No. and Description	Environmental Auditor
No. of years' experience relevant to this role	15+ years



2 Academic Qualifications

No.	Degree or Certificate	Institution	Year of Graduation
1	Bachelor of Environmental Science	University of the Sunshine Coast	2005
2	Certificate IV in Business Management	Open Learning Australia	2006
3			

3 Professional Qualifications

No.	Qualification	Certificate Number	Current (Yes/No)	Expiry Date
1	Construction Blue Card	0306480	Yes	N/A
2	Infrastructure Sustainability Accredited Professional (ISCA)		Yes	30 June 2022
3				

4 Career Summary

Mellissa is the SMEC Manager – Environment Gold Coast and Sunshine Coast and has 16 years' industry experience working primarily on infrastructure projects across peri-urban and regional areas of Queensland. She has technical expertise in environmental approvals, environmental design, impact assessments and management plans, auditing, construction contract management and verification and sustainability. She also has experience and a keen interest in conservation planning and fauna sensitive road design.

Mellissa has delivered successful outcomes as part of the evaluation of environmental and heritage values within major linear infrastructure projects. She has extensive experience in environmental scope management for preliminary and detailed design projects within the Sunshine Coast region and track record of working within multidisciplinary teams (C2SIW, Rockhampton Ring Road, Bruce Highway Upgrade C2C - Section C).This experience has enabled her to identify key environmental issues and work with the design team to develop and incorporate design solutions to minimise environmental impacts and ensure compliance with statutory requirements and approval conditions. Mellissa brings a valued perspective to project delivery from her experience working at all stages of project delivery, from planning through to construction.

At an industry level, Mellissa is a member of the Sunshine Coast Council Community Advisory Groups for the 'Our Resilient Coast Project (Coastal Hazard Adaptation Strategy)' project and 'Regional Roadmap for Climate Action' project.

5 Project Experience. Provide a description of three (3) projects which best demonstrate your experience in relation to this application

Project Details	Response	Description of responsibilities
Employer	SMEC	Mellissa has been responsible for coordinating and managing environment deliverables for the detailed design phase and securing environmental approvals to enable construction to commence in 2022. She conducted a gap analysis of work completed during the business case phase and scoped works required during the detailed design phase, drawing upon technical experts in key areas as required. The focus of the gap analysis was to ensure that sufficient information was available to establish pre-construction baseline conditions, secure environmental approvals and understand key environmental issues to integrate into the detailed design. Key issues addressed as part of the project include: preparation of the Preliminary Document Report to secure EPBC Act approval; compliance with the Accepted
Role	Environment Lead	
Part Time / Full Time	Part Time	
Reporting to (name/ position/ company)	Eric van Dyk, SMEC PM	
Project duration (from to date)	10/2020 – 12/2021	
Project name/location	Rockhampton Ring Road	
Client	TMR	
Project scope of work	Detailed Design	
Project Value (excl. GST)	$1B	
Contract Type[1]		

[1] Contract type e.g. TIC-CO,MIC, D&C, Alliance, ECI etc

Time spent on the project	12 months	Development Requirements for high impact earthworks in a Wetland Protection Area; threatened fauna and flora management and fish passage. Detailed technical investigations scoped and coordinated as part of the preliminary design stage included hydraulic modelling for wetland connectivity, migratory bird surveys, fish surveys, protected plant surveys, contaminated land investigation, baseline groundwater and surface water monitoring.

Project Details	Response	Description of responsibilities
Employer	SMEC	As the Environment Lead, Mellissa's initial focus was on determining the statutory approval requirements for the geotechnical program, reviewing Species Management Program-High Risk of Impacts, co-authoring the Environmental Management Plan (Site Investigations) and facilitating cultural heritage monitoring. At the commencement of detailed design, a gap analysis was conducted to identify additional environmental investigations required. Mellissa coordinated and reviewed technical reports for the following field studies: water quality, contaminated land, aquatic ecology, terrestrial ecology. Mellissa identified potential statutory approvals triggered by the works and through close consultation with regulatory stakeholders and the design team, all bridges were designed to provide fish passage, thereby avoiding the need to obtain a waterway barrier approval for bridge works. Mellissa coordinated and reviewed approvals for a Clearing Permit – Protected Plants, Species Management Program – High Risk of Impacts (major works) and a waterway barrier permit (culvert and temporary works exceeding maximum duration). Mellissa was responsible for all design integration with key achievements including an improvement to fish passage at bridges, inclusion of a dry fauna ledge at two bridge crossings and a rope ladder across the highway to improve terrestrial fauna movement. Mellissa reviewed the Review of Environmental Factors Report, Co-authored the Environmental Management Plan (Planning) and prepared the Environmental Design Report. A summary of works Mellissa completed includes: • Coordination of environmental requirements for geotechnical program including preparation of EMP SI • Approvals assessment for geotechnical program, early works and major works • Review Clearing permit, SMP and waterway barrier approvals and negotiation of approval conditions • Identification and coordination of additional technical studies including aquatic ecology, terrestrial ecology, contaminated land • Design integration – Environmental Requirements Checklist, design inputs for 50, 85% design, review of design responses and compilation of Environmental Design Report. • Key environmental design elements including improving terrestrial and aquatic fauna passage through bridge design and landscape design, fauna fencing at all major waterways, dry fauna ledge as part of bridge abutment to facilitate terrestrial fauna movement in wetland areas, fauna rope crossing, • Presentation to TMR project team of environmental values, approvals and offsets to inform community stakeholder messaging • Calculate offsets for koala habitat.
Role	Environment Lead	
Part Time / Full Time	Part Time	
Reporting to (name/ position/ company)	Dave Hogan, SMEC	
Project duration (from to date)	04/2019 – 06/2020	
Project name/location	Bruce Highway Upgrade - Caboolture to Steve Irwin Way	
Client	TMR	
Project scope of work	Preliminary and Detailed design; Preparation of TIC-CO contract documentation; Post Design Services during tendering and construction	
Project Value (excl. GST)	$662M	
Contract Type		
Time spent on the project	15 months	

Project Details	Response	Description of responsibilities
Employer	SMEC	This project involves replacement of Roundstone Creek Bridge and Banana Creek on the Dawson Highway. Both bridge structures will be constructed online and the works the project scope therefore includes a temporary side-track. Mellissa was responsible for coordinating the environment team, reviewing deliverables and integrating management measures into the design and contract documentation. Deliverables produced include an Environmental Assessment Report and Operational Works development permit for constructing waterway barrier works for temporary works. The permanent bridges were designed to provide fish passage, thereby avoiding the need to obtain a waterway barrier approval.
Role	Environment Lead	
Part Time / Full Time	Part Time	
Reporting to (name/ position/ company)	Dave Hogan, SMEC	
Project duration (from to date)	07/2020 – 11/2020	
Project name/location	Roundstone Creek Bridge and Banana Creek Bridge	
Client	TMR	
Project scope of work	Detailed Design	
Project Value (excl. GST)	$6M	
Contract Type	TIC-CO	
Time spent on the project	5 months	

6 Role History. Provide a list of roles/projects in reverse chronological order which supports the mandatory experience requirements.

Recent Experience (in reverse chronological order, relevant to this position, add more rows if required)								
No	From Date: month/ year	To Date: month/ year	Role	Reporting to (name/ position)	Client/ Company	Project Name/ location	Contract Type[2]	Project Value ($)
1	10/2020	Present	Environment Lead	Eric van Dyk, SMEC PM	TMR	Rockhampton Ring Road, DD	TIC-CO	$1B
2	07/2020	11/2020	Environment Lead	Stephanie Warbrooke, SMEC PM	TMR	Roundstone Creek Bridge and Banana Creek Bridge, DD	TIC-CO	$6M
3	07/2020	12/2020	Environment Lead	Stephanie Warbrooke, SMEC PM	TMR	Bridge Strengthening, PD	TIC-CO	$7M
4	02/2020	01/2021	Environment Technical Review	Ali Sheeran, SMEC PM	TMR	Brisbane River Lower River Terrace Velobridge, BC		
5	02/2019	12/2019	Environment Lead	Dave Hogan, SMEC PM	TMR	Bruce Highway Upgrade – Caboolture-Bribie Island Road to Steve Irwin Way, DD	TIC-CO	$420M
6	02/2019	12/2019	Environment Lead	Eric van Dyk, SMEC PM	TMR	Capricorn Highway - Rockhampton to Gracemere, DD	D&C	$75M
7	09/2019	09/2019	Environment Technical Review	Dave Hogan, SMEC PM	TMR	Bruce Highway – Benaraby (Gentle Annie Safety Upgrade), CD & DD		$26.6M
8	08/2017	01/2018	Environment Lead	Dave Hogan, SMEC PM	Stockland/TMR	Bells Creek Arterial Stage 3	Modified AS2124	$70M
9	02/2015	08/2015	Environmental Advisor	SMEC PM	TMR	Cooroy to Curra Section C		$385M
10	12/2013	12/2014	Environment Lead	SMEC PM	TMR	Ipswich 7 TNRP Project, DD and Contract Administration		

7 Skills, experience and key achievements. Expand on these attributes outlining how they demonstrate your suitability for the role. For example, describe how you have contributed as an individual on a project or how you have contributed to the project team.

No.	Description of relevant skills, experience and key achievements
1	Technical expertise in environmental approvals, environmental design, impact assessments and management plans, auditing, construction contract management and verification and sustainability.
2	Integrating management measures into design and contract documentation.
3	Preparing environmental assessment checklists and providing input to design process; preparing MRTS51.1 contract documentation; reviewing contractors Environmental Management Plan (Construction) and Erosion and Sediment Control Plan and assessing suitability against contract documents, relevant environmental legislation and best practice construction environmental management.

8 Referees. Provide at least three referees with at least two must be external to your company.

No.	Name	Position	Phone/Mobile	Company	Project
1	Tysen Pedler	Senior Environmental Officer | North Coast District	[redacted]	TMR	Bruce Highway Upgrade – Caboolture to Steve Irwin Way (South) – Detailed Design
2	Alexis Wileman	Principal Engineer (Major Planning Projects) | Fitzroy District | Central Queensland Region	[redacted]	TMR	Rockhampton Ring Road
3	Mark Stephens	Senior Environment and Community Development Manager	[redacted]	Stockland	Bells Creek Arterial Detailed Design

Updated 16 March 2018

[2] Contract type e.g. TIC-CO, MIC, RMPC, D&C, Alliance, ECI etc

FORM A2: CV Template

1 Curriculum Vitae

Brett JONES

Company Name	GCG Health Safety & Hygiene
Phone	[redacted]
Mobile	
Email	
Availability timeframe	Duration of Project
Role No. and Description	Accredited WHS Auditor (Construction)
No. of years' experience relevant to this role	Appointed as an accredited auditor by WHS Qld in 2007 (14 years)



2 Academic Qualifications

No.	Degree or Certificate	Institution	Year of Graduation
1	Bachelor of Applied Science (Human Movements)	QUT	1995
2	Bachelor of Health Science (Occupational Health & Safety)	QUT	1999

3 Professional Qualifications

No.	Qualification	Certificate Number	Current (Yes/No)	Expiry Date
1	Accredited WHS Auditor (Construction) – WHS Qld	20092	Yes	11/06/2024
2	Federal Safety Officer – Australian Government	FSO0059	Yes	30/06/2022
3	Principal OHS Auditor – Exemplar Global	109782	Yes	11/12/2022
4	Certified Generalist OHS Professional - AIHS	N/A	Yes	20/06/2022

4 Career Summary

Brett is the Principal WHS Consultant at GCG Health Safety & Hygiene – a professional services (WHS and occupational hygiene) consultancy with more than 80 staff nationally. Brett provides WHS specialist guidance to GCG clients, working for Local, State and Federal Government agencies, and private companies. His significant construction auditing experience has included consulting and auditing work across Australia, and in overseas operations in North America, Middle East, Malaysia, the UK and Europe. Brett is a specialist analyst and auditor of safety management systems and is an Exemplar Global Certified Principal OHS Auditor (since 2007), a WHS Queensland Accredited WHS Auditor Construction (since 2007), and a Federal Safety Officer – FSO (since 2009) for the Australian Government. Brett has also held various voluntary roles with the AIHS over the last twenty years within the Qld Branch of the SIA/AIHS – including the role of QLD Deputy Chair/Chair of Qld since 2011.

5 Project Experience

Project Details	Response	Description of responsibilities
Employer	GCG	• The QLD Government PQC WHS Audit Program for Accredited WHS Auditors requires construction contractors to engage an Accredited Auditor for their project whereby the contract conditions require it (typically PQC Level 3 construction work and above). • The scope of work involves the completion of an initial WHS Management Plan review, and a WHS Site Inspection every 13 weeks for the duration of the project. Both reviews are conducted utilising the defined PQC WHS criteria and templates, which include a series of criteria developed from the Qld WHS Act/Regulations, Qld Codes of Practice and relevant Australian Standards. • It is the responsibility of the Accredited Auditor to undertake this work in accordance with the PQC WHS Auditor Guidelines. • Projects funded by TMR (and previously Main Roads Department) have been excluded from this scheme – as such, Audits under the scope of the Accredited Auditors Program have not been completed. • Despite this, I have completed more than 400 audits using the WHS Qld criteria on building and construction projects in Qld. Major Projects have included: Military Vehicle Centre of Excellence Redbank Plains (60 weeks+); Thomas Dixon Centre Refurbishment West End (60+weeks); and Townsville Hospital Refurbishment Projects (100 weeks +).
Role	Principal WHS Consultant / WHS Auditor	
Part Time / Full Time	Contract	
Reporting to (name/ position/ company)	Various construction companies and WHS Qld	
Project duration (from to date)	2007 - present	
Project name/location	Various	
Client	Various	
Project scope of work	Accredited WHS Auditor (Construction)	
Project Value (excl. GST)	Variable: $250K to $250M+	
Contract Type[1]	Contracted – Purchase Order (project to project)	
Time spent on the project	1 day every 3 months	

[1] Contract type e.g. TIC-CO,MIC, D&C, Alliance, ECI etc

Project Details	Response	Description of responsibilities
Employer	GCG	• The OFSC WHS Accreditation Scheme requires building and construction companies to adhere to a range of operational and reporting practices to improve site safety. • OFSC accredited companies are subject to an ongoing, on-site audit program. These on-site audits provide the Government and the community with assurance that the construction work being undertaken by accredited companies is being carried out to the highest of safety standards. • Audits are conducted by Federal Safety Officers (FSOs). FSOs are qualified WHS auditors with experience in the building and construction industry and operate throughout Australia. • As part of this scheme as an FSO for over 12 years I have conducted numerous audits on civil and marine civil projects – including (but not limited to): Bouygues - Port of Miami Tunnel (Miami, United States); Lendlease - Northconnex Tunnel (RMS – NSW); Brady Marine & Civil - Harwood River Bridge Project (Pacific Highway – NSW); Dragages - MTRC Shatin to Central Link Tube Tunnel (Hong Kong); and Moggil Ertech Construction - Progress Road and Bridge Upgrade Project (Centenary Highway, Brisbane).
Role	Federal Safety Officer	
Part Time / Full Time	Contract	
Reporting to (name/ position/ company)	Office of the Federal Safety Commissioner (Australian Government)	
Project duration (from to date)	2009 - present	
Project name/location	Various	
Client	Various	
Project scope of work	Federal Safety Commission Accreditation Scheme Auditing	
Project Value (excl. GST)	Variable: $4M to $1B+	
Contract Type	Contract for Services (3 years)	
Time spent on the project	1-2 days per audit	

Project Details	Response	Description of responsibilities
Employer	GCG	• GCG is a professional services (WHS and occupational hygiene) consultancy that specialises in construction and mining work. GCG has been operating since 2005 and has more than 80 staff nationally. • As the Principal WHS Consultant I oversee all projects completed by GCG as the technical lead and Operations Manager. • A sample of key projects undertaken by GCG, where I have provided oversight and technical advisory, in the last 5 years include (but are not limited to): o Gold Coast Light Rail – WHS Governance Review (Translink); o Queensland Rail – WHS Advertising Contractor Review; o WHS Manager Backfill and Project WHS Oversight – Coopers Gap Windfarm (General Electric); o Toowoomba Second Range Crossing – Client WHS Auditing (TMR).
Role	Principal WHS Consultant	
Part Time / Full Time	Full-time	
Reporting to (name/ position/ company)	Brendan Green – CEO, GCG	
Project duration (from to date)	October 2007 – present	
Project name/location	Various	
Client	Various	
Project scope of work	Various	
Project Value (excl. GST)	Variable: $10K to $250K	
Contract Type	Various	
Time spent on the project	1 day to 12 months	

6 Role History

Recent Experience (Summary of Recent Projects only – more examples available if required)

No	From Date: month / year	To Date: month / year	Role	Reporting to (name/ position)	Client/ Company	Project Name/ location	Contract Type[2]	Project Value ($)
1	April 2020	Present	Accredited WHS Qld Auditor (Construction)	Justin McGrath (Project Manager)	Hansen Yuncken (via Qld Government contract requirements)	Thomas Dixon Centre Redevelopment - West End, Qld	Unable to Verify	$55M+
2	April 2019	December 2019	Accredited WHS Qld Auditor (Construction)	Daniel Burns (Project Manager)	Paynters (via Qld Government contract requirements)	New Calliope State High School – Calliope, Qld	Unable to verify	$66M+
3	March 2019	May 2020	Accredited WHS Qld Auditor (Construction)	Dave Treacy (Project Manager)	Watpac (via Qld Government / Rheinmetall contract requirements)	Military Vehicle Centre of Excellence (Redbank Plains, Qld) and extension works	Unable to verify	$170M+
4	May 2018	August 2019	Independent WHS Auditor and Advisory	Bruce Ollason (TMR)	Clayton Utz Lawyers & TMR	Toowoomba Second Range Crossing	Unable to verify	$1.6B+
5	Various since 2007	Various since 2007	Accredited WHS Qld Auditor (Construction)	Various PMs	Various	Various across Queensland.	Various	Various
6	Various since 2009	Various since 2009	Federal Safety Officer	OFSC	Various	Various across Australia and globally.	Various	Various

[2] Contract type e.g. TIC-CO, MIC, RMPC, D&C, Alliance, ECI etc

7 Skills, experience and key achievements

No.	Description of relevant skills, experience and key achievements
1	**Construction Audit Experience & Skills:** Completion of over 400 PQC Audits as an Accredited WHS Qld Construction Auditor; and more than 350 FSC audits as a Federal Safety Officer for the Federal Safety Commission. Further to the audit program, specialised advice to the Federal Safety Commission on policy matters, coaching/monitoring other auditors, criteria review/development and representation of the FSC at various construction forums.
2	**Civil Construction, including Marine Civil Experience:** Numerous audits completed on civil projects that have included elements of civil construction, marine civil and bridge work – including (but not limited to): Port of Miami Tunnel (Miami, United States); Northconnex Tunnel (RMS – NSW); Harwood River Bridge Project (Pacific Highway – NSW); MTRC Shatin to Central Link Tube Tunnel (Hong Kong); and Progress Road and Bridge Upgrade Project (Centenary Highway, Brisbane).
3	**Client WHS Governance Expertise:** Conducting external WHS Governance compliance audits on behalf of the client on the project contractors, including developing the criteria for the audits based on a combination of WHS legislative and contract compliance conditions. Examples include (but not limited to): Toowoomba Second Range Crossing (TMR, via legal privilege); Gateway Arterial Flyover Project (GHD / TMR); and Seqwater Infrastructure Upgrade Projects (various projects within SE Qld on the water networks).

8 Referees

No.	Name	Position	Phone/Mobile	Company	Project
1	Daniel Dunne	HSEQ Manager	[redacted]	Paynters	Various WHS Qld Audits
2	Mark Palmer	HSEQ Manager		Badge	Various FSC Audits
3	Justin Simpkin	National HSE Manager		Watpac	Various WHS Qld Audits

FORM A2: CV Template

1 Curriculum Vitae

Peter Vilic

Company Name	SMEC Australia Pty Ltd
Phone	[redacted]
Mobile	
Email	
Availability timeframe	From award, as required
Role No. and Description	Road Safety Auditor
No. of years' experience relevant to this role	28 years



2 Academic Qualifications

No.	Degree, Diploma or Certificate	Institution	Year of Graduation
1	Certificate in Project Management	Department of Transport and Main Roads	2006
2	Associate Diploma Civil Engineering	Queensland University of Technology	1992
3	Bachelor of Arts and Archaeology	University "Cyril & Methodius" Skopje, Macedonia	1979

3 Professional Qualifications

No.	Qualification	Certificate Number	Current (Yes/No)	Expiry Date
1	Senior Road Safety Auditor	N/A	Yes	18 April 2020

4 Career Summary

With twenty-eight years of professional experience, Peter has developed his extensive experience in project management and leadership for Local and State Government authorities, consultancies and private sector clients. He is a skilled and experienced Design and Project Manager with a proven track record in the delivery of Road Link and Corridor Planning, Business Case, Preliminary and Detailed Design of a variety of transport and civil infrastructure projects. Previously a Technical Advisor and Project and Program Manager in Transport and Main Roads and City of Gold Coast, Peter has an intimate understanding of planning and design standards, processes and institutional requirements for managing and design requirements for transport and civil infrastructure projects. Peter is well regarded for delivery of high-quality project outputs, on time and within budget. Peter is TMR accredited Senior Road Safety Auditor and has undertaken over 50 Road Safety Audits for the last 8 years.

5 Project Experience. Provide a description of three (3) projects which best demonstrate your experience in relation to this application

Project Details	Response	Description of responsibilities
Employer	SMEC Australia	• Lead Road Safety Auditor responsible for the Preliminary and Detailed Design Road Safety Audit in accordance with the Austroads, Guide to Road Safety, Part 6: Managing Road Safety Audits, 2019 and the Austroads, Guide to Road Safety, Part 6A: Implementing Road Safety Audits, 2019. • This project involves Package 1 and 2 for the brownfield widening to 6 lanes of the 3.0km section of the Pacific Motorway between Varsity Lakes and Burleigh Interchange. • The project started with a revaluation of the previously prepared Business Case design solution, undertaking Options Assessment which resulted in significant value for money design improvements. • The multi-disciplinary project team is delivering the Diverging Diamond Interchange Preliminary and Detailed Design including bridges and bridge rehabilitation, retaining walls, soil nail walls, Traffic Signals, Lighting, ITS, drainage etc. • Successfully delivered the Road Safety Audit report for the project. • Options assessment and planning works and delivery of the concept and preliminary design; preparation of the business case; detailed design; production of the contract documentation and construction phase services.
Role	Senior Road Safety Auditor	
Part Time / Full Time	Part Time	
Reporting to (name/ position/ company)	Brad Godfrey SMEC Project Manager	
Project duration (from to date)	04/2019 to 05/2020	
Project name/location	Pacific Motorway VL2B Package 1 & 2 and Burleigh Interchange Upgrade, Gold Coast	
Client	TMR South Coast	
Project scope of work	Road Safety Audit for the Preliminary and Detailed Design of upgraded highway to 6 lanes and Burleigh interchange	
Project Value (excl. GST)	$350M	
Contract Type[1]	TIC-CO	

[1] Contract type e.g. TIC-CO,MIC, D&C, Alliance, ECI etc

Time spent on the project	3 months	

Project Details	Response	Description of responsibilities
Employer	SMEC	The Logan Enhancement Project comprised upgrades to parts of the Logan and Gateway Extension Motorways, including improvements to key congestion hot spots and construction of new south-facing ramps at Compton Road. • Lead Road Safety Auditor responsible for the Design and Construct Road Safety Audits of the 4 project zones in accordance with the Austroads Guide to Road Safety, Part 6: Road Safety Audit. • This project involved 6 lanes road upgrade of the Logan Motorway from Mt Lindesay Highway to Wembley Road interchange (west to east) and Gateway Motorway Extension from the Logan Motorway to the Pacific Motorway (south - north) including new Logan Motorway/Mt Lindesay Highway/Beaudesert Road interchange, Logan Motorway and Getaway Motorway interchange and Logan Motorway/Wembley Road interchange. • Successfully delivered the Road Safety Audit report for the Logan Motorway and Gateway Extension Interchange project, this assisted in delivering a safer and more efficient motorway network by relieving local traffic congestion and reducing travel times.
Role	Senior Road Safety Auditor	
Part Time / Full Time	Part Time	
Reporting to (name/ position/ company)	Jared Cooke - SMEC Project Manager	
Project duration (from to date)	04/2017 to 05/2017	
Project name/location	Logan Enhancement Project - Logan Motorway and Gateway Extension Interchange project, Logan	
Client	CPB - Transurban / TMR	
Project scope of work	Road Safety Audit for the Design and Construct of the 4 project zones.	
Project Value (excl. GST)	$512M	
Contract Type	D&C	
Time spent on the project	2 months	

Project Details	Response	Description of responsibilities
Employer	SMEC	• Lead Road Safety Auditor for the design and construct of the Gateway Upgrade North Project which involved 15%, 50%, 100% design packages for the Area South, Area North and Local Roads. • Successfully delivered a number of different sections/packages Road Safety Audit reports. • The road safety auditing provided solutions to route continuity and removed weaving between the Deagon Deviation and Gateway Motorway, improving functionality and safety.
Role	Senior Road Safety Auditor	
Part Time / Full Time	Part Time	
Reporting to (name/ position/ company)	Eric Van Dyk SMEC Project Manager	
Project duration (from to date)	04/2017 to 05/2017	
Project name/location	Gateway Upgrade North, Nundah to Deagon Deviation	
Client	Land Lease - Transurban / TMR	
Project scope of work	Road Safety Audit for the Design and Construct of the 4 project zones.	
Project Value (excl. GST)	$1.2B	
Contract Type	D&C	
Time spent on the project	6 months	

6 Role History. Provide a list of roles/projects in reverse chronological order which supports the mandatory experience requirements specified for the role you are applying for.

Recent Experience (in reverse chronological order, relevant to this position, add more rows if required)

No	From Date: month/ year	To Date: month/ year	Role	Reporting to (name/ position)	Client/ Company	Project Name/ location	Contract Type[2]	Project Value ($)
1	04/2019	05/2020	Snr Road Safety Auditor	Brad Godfrey SMEC Project Manager	TMR South Coast	Pacific Motorway VL2B Package 1 & 2 and Burleigh Interchange Upgrade, Gold Coast	TIC-CO	$350M
2	05/2019	08/2019	Road Safety Auditor	Eric Van Dyk SMEC PMs	Jacobs / SMEC Joint Venture - TMR	Bruce Highway 6 Laning – Bribie Island Rd to Steve Irvin Way	D&C	$663M
3	08/2018	6/2019	Road Safety Auditor	Eric Van Dyk SMEC PMs	Fulton Hogan / TMR	Capricorn Highway – Rockhampton to Gracemere Duplication	D&C	$56M
4	10/2015	02/2016	Road Safety Auditor	Eric Van Dyk Sara Leach SMEC PMs	Jacobs / SMEC Joint Venture - TMR	Gateway Upgrade North – Area North, South, GAS and Local Roads	D&C	$1.2B

[2] Contract type e.g. TIC-CO, MIC, RMPC, D&C, Alliance, ECI etc

5	01/2016	01/2016	Road Safety Auditor	Aaron Cassidy SMEC PM	TMR	Arnott Creek Bridge Upgrade, TMR Qld	RCC	$2.5M
6	10/2015	10/2015	Road Safety Auditor	Julia Johnson SMEC PM	TMR	Cooroy to Curra Section C Detailed Design	TIC-CO	$624M
7	09/2015	09/2015	Road Safety Auditor	Peter Jelly Land Lease PM	Land Lease	Pacific Hwy, Tugun Bypass Post Construction	Alliance	$550M
8	06/2015	06/2015	Road Safety Auditor	Sara Leach SMEC PM	Aerocon / SMEC Joint Venture	Kingsford-Smith Drive Upgrade	JV -Tender Design	$650M
9	06/2014	06/2014	Road Safety Auditor	Ahmed Hummadi TMR Superintendent	TMR	Pacific Motorway, Fitzgerald Ave Exit 20 to Watland St Exit 22	RCC	$35M
10	05/2014	05/2014	Road Safety Auditor	Stephanie Warbrooke SMEC PM	TMR	Kilcoy Creek, King John Creek, North Mooloolah River bridge replacement	Planning	NA
11	11/2013	11/2013	Road Safety Auditor	Richard Smith TMR Engineer	BCC	Cardwell Range Realignment	Alliance	$100M

7 Skills, experience and key achievements. Expand on these attributes outlining how they demonstrate your suitability for the role. For example, describe how you have contributed as an individual on a project or how you have contributed to the project team.

No.	Description of relevant skills, experience and key achievements
1	Industry leader in the development of design solutions that maximise the use of existing infrastructure particularly on complex road and motorway upgrade projects from planning through preliminary and detail design stages of the project lifecycle.
2	Good understanding and resolving technical issues across a range of civil disciplines.
3	Excellent understanding of the Road Safety Audit and Safe System requirements.

8 Referees. Provide at least three referees with at least two must be external to your company.

No.	Name	Position	Phone/Mobile	Company	Project
1	Andrew Martin	Senior Engineer (Civil)	[redacted]	TMR – North Coast Region	Timber Bridge Replacements – North Mooloolah River, King John Creek and Kilcoy Creek
2	Nicole Smart	Senior Engineer	[redacted]	[redacted]	TMR / Riverway Drive
3	Alan Stone	Regional Planning/Program Manager	[redacted]	TMR - South Coast Region	Southport-Burleigh Road Planning Study and Business Case

FORM A2: CV Template

1 Curriculum Vitae

Andrew McILVEEN

Company Name	SMEC Australia Pty Ltd
Phone	
Mobile	[redacted]
Email	[redacted]
Availability timeframe	From award
Role No. and Description	Backup Contract Administrator
No. of years' experience relevant to this role	30 years



2 Academic Qualifications

No.	Degree or Certificate	Course Duration	Institution, City, Country	Year of Graduation
1	Bachelor of Engineering (Hons)	4 years	James Cook University	1990
2				

3 Professional Qualifications

No.	Qualification	Certificate Number	Date/Year Obtained	Current (Yes/No)	Expiry Date
1	RPEQ	05322	1997	Yes	06/2022
2	MIEAust	6987		Yes	06/2022
3	TMD	OP755		Yes	
4	TMR Prequalification	CA03		Yes	

4 Career Summary

Andrew is a 30 yr experienced Civil engineer with a background in all aspects of civil engineering including but not limited to, site investigation work, precon design management, project management for both design and construction, contract formulation, tender management, review & recommendation and Contract Administration.

Andrew has spent the past 15 years providing consulting engineering services to DTMR in QLD in the roles of relieving maintenance engineer, project management for design and construction and Superintendence / Administration of construction projects. Contract Administration services involved contract values varying from MIC values below $1M to more complex TIC-CO's with contract values in excess of $100M. Andrew has worked as a project manager delivering construction contracts, project Manager for Design and Documentation and as an Administrator on numerous projects throughout Queensland. This broad depth of experience enables Andrew the ability to quickly resolve contract matters, foresee construction difficulties or design and documentation discrepancies and shortfalls and alert the Principal to any unforeseen risks that may be present during delivery as a result of such issues. Andrew was directly involved in Contract Administration roles for TNRP, CYRP Stage 1, and is currently the Administrator on Kate 2 Aumuller St upgrade project worth in excess of $120M.

5 Project Experience. Provide a description of three (3) projects which best demonstrate your experience in relation to this application

Project Details	Response	Description of responsibilities
Employer	McIlveen & Associates Pty Ltd	As Administrator, the following duties are being carried out: • Prestart conference, monthly site conferences and attend CLT meetings, finalise and approve minutes; • Negotiations with Contractor to finalise variations (270+), address RFI's (700+); • Certification of monthly progress claims and preparation of Final Certificate when due (31 so far); • Monthly Administrator's report and associated Contract Performance Reporting; (29 so far) • Management of Administrator's Rep and Construction Verification Team on site full time (up to 8 Staff); • Assessment and commentary on Contractor's cashflows with advice to the Principal; • Review and respond to EOT Claims (58 so far), Delay / Disruption claims (1 to date) and other contractual matters. • Prepare Defects and Omissions checklist. • Liaison with the Principal's Representative and PM regarding critical issues relating to time, cost or scope;
Role	Administrator	
Part Time / Full Time	Full Time	
Reporting to (name/ position/ company)	Kent Barnes/PM/TMR	
Project duration (from to date)	08/2018 – 06/2021	
Project name/location	Bruce Highway - Cairns Southern Access Corridor – Stage 4: Kate Street to Aumuller Street	
Client	TMR	
Project scope of work	6 laning of Bruce Hwy	
Project value (excl. GST)	$120M	
Contract type	TICCO	
Time spent on the project	31 months	

		• Ensuring the Contractor's compliance with Contract Plans; • Finalisation reporting when reached

Project Details	Response	Description of responsibilities
Employer	McIlveen & Associates Pty Ltd	As Project Manager and Superintendent, the following duties were carried out: • Tender assessment and report preparation and preferred tenderer recommendations (6 contracts); • Post tender negotiations; Prestart Conferences and Chair monthly site conferences and attend CLT meeting • Manage Cultural Heritage issues on site; and monitor KRA's for compliance with KPI's; • Financial management including monthly PROJMAN forecasts; • Provide input to constructibility reviews for subsequent projects; • Certification of monthly progress claims, and Final Certificate including Defects and Omissions report; • Variation request, review and recommendations; • Monthly Superintendent's report and associated Contract Performance Report • Management of Super's Rep and 3 inspectors on site full time; • Review and respond to EOT Claims, Delays claims and other contractual matters. • Finalisation reporting
Role	Superintendent / PM	
Part Time / Full Time	Full Time	
Reporting to (name/ position/ company)	Peter Agar/Prog Dir/TMR Cairns	
Project duration (from to date)	06/2015 – 06/2018	
Project name/location	Cape York Region Package - Peninsula Developmental Road Upgrades to seal	
Client	DTMR Far North	
Project scope of work	Administration of various TICCOs	
Project value (excl. GST)	$70M	
Contract type	TICCO	
Time spent on the project	36 months	

Project Details	Response	Description of responsibilities
Employer	McIlveen & Associates Pty Ltd	As Project Manager and Superintendent, the following duties were carried out: • Precon design manager; • Call, review and prepare tender recommendation report, Post tender negotiations; • Prestart conferences, chair monthly site conferences; • Financial management including monthly PROJMAN forecasts; • Fortnightly briefings to the TNRP Program manager; • Certification of monthly progress claims, prepare Final Payment Certificates and Defects and Omissions list • Variation request, review and recommendations; • Monthly Superintendent's report and associated Contract Performance Report • Management of Super's Rep and 3 inspectors on site full time, up to 6 projects in train simultaneously; • Review and respond to EOT Claims, Delays claims and other contractual matters. • Stakeholder engagement on construction issues; • Finalisation reporting
Role	Superintendent / PM	
Part Time / Full Time	Full Time	
Reporting to (name/ position/ company)	Alan Stanton/Prog Dir/Jacobs	
Project duration (from to date)	12/2010 – 01/2015	
Project name/location	TNRP NDRRA North Qld	
Client	DTMR (through Jacobs)	
Project scope of work	Project Management/Administration	
Project value (excl. GST)	$150M	
Contract type	RCC's / MWC	
Time spent on the project	48 months	

6 Role History. Provide a list of roles/projects in reverse chronological order which supports the mandatory experience requirements. This role history must evidence the mandatory experience requirements for the role.

Recent Experience (in reverse chronological order, relevant to this position, add more rows if required)								
No	From Date: month/ year	To Date: month/ year	Role	Reporting to (name/ position)	Client/ Company	Project Name/ location	Contract Type	Project Value ($)
1	07/2018	06/2021	Administrator	Kent Barnes (PM)	DTMR Far North	Kate Street to Aumuller Street, Cairns	TICCO	$120M
2	06/2015	06/2018	Administrator / Project Manager	Peter Agar Project Director	DTMR Far North	Cape York Regional Package St 1	TICCO	$70M
3	12/2010	01/2015	Administrator /. Project Manager	Alan Stanton Program Manager	DTMR Far North	TNRP NDRRA	RCC	$150M

4	09/2008	12/2010	PM / Director / Administration	McIlveen Ford Consultants/ Director	DTMR / McIlveen Ford Consultants	Various slope stabilisation projects	RCC	$5M
5	06/2005	08/2008	Superintendent	Warren Olsen Manager Program Maintenance	DTMR Far North	Various shire RMPC	RMPC	$2M
6	06/2002	06/2005	Project Manager / Administration	Chris Barker / Director	FGF Developments	Cairns Domestic Airport upgrade	Lump Sum	$1M
7	07/2000	05/2001	Project Manager	Alan Stanton / Senior Engineer	SKM	Hopevale Water supply upgrade	Lump Sum	$9.8M
8	01/1999	06/2000	Senior Engineer	Greg Williams / Director	NQCEC	Various projects	Lump Sums	$20M

7 Skills, experience and key achievements. Expand on these attributes outlining how they demonstrate your suitability for the role. For example, describe how you have contributed as an individual on a project or how you have contributed to the project team.

No.	Description of relevant skills, experience and key achievements
1	Experience - Andrew has provided Contract Administration services to TMR, Councils and private construction companies for over 20 years. In this time, Andrew has managed small RMPC style contracts on behalf of TMR, Administered small minor works contracts under $1M, delivered multi million dollar projects (up to 6 contracts simultaneously) under major programs such as TNRP NDRRA and Cape York Region Package Stage 1 and is currently the Administrator on a $120M Major Project in Cairns involving the six laning of the Bruce hwy into Cairns (Kate to Aumuller St). Andrew has also owned and managed a specialist soil nailing company and personally delivered construction projects for TMR as a Project Manager on the Construction side. In addition to this, Andrew has worked with various North Queensland construction companies delivering major infrastructure works at Airports, remote communities and regional Council areas. Andrew's project experience has involved project managing and delivering (Administering); design and documentation, tendering, construction of storm water drainage lines, upgrades to PUP, construction of multi million dollar road pavement upgrades, pavement widening, rehabilitation and sealing works, infrastructure improvement works at Cairns International airport and numerous projects involving health infrastructure improvements around remote cape communities as well as the Torres Strait Islands.
2	Relevant Skills - Andrew began working career as a geotechnical engineer responsible for on site investigations of various projects using a multitude of methods such as borehole investigations, CPT rigs, test pit investigations, slope stability modelling and a variety of lab testing. This experience provided the foundation for his next foray into engineering design where he worked for major entities such as Connell Wagner and SKM getting involved with the design of major infrastructure works such as Airports and major road upgrades involving pavements, drainage and utility services. Andrew then took a new direction into direct construction management when he joined NQCEC as a senior engineer. With role, Andrew became directly involved with the day to day management of engineering projects as well as tendering for new works for the company. Andrew managed numerous remote projects involving road construction, sewage lagoon upgrades, upgrade to township water supply and subdivisions. Andrew then commenced work under McIlveen & Associates Pty Ltd and provided engineering services to a variety of entities, ultimately providing construction superintendence services to DTMR Cairns. Because of Andrew's extensive background, he has developed definite skills in the ability to manage a project from inception through to completion and the complexities of documentation, construction supervision, contract management and most importantly, the inter personal skills required to manage a diverse range of people with differing skills and backgrounds. Andrew has a proven background in the ability to undertake engineering projects from all levels having worked in most facets of inception through to delivery. Andrew has developed a reputation of a "relational approach" to Contract Administration that allows a lot of issues to be resolved amicably on site.
3	Key Achievements - Being involved with a team of 70 professionals that delivered over $720M worth of NDRRA projects under the TNRP. At any one time Andrew was lucky enough to be delivering up to 6 projects with a dedicated and trusted team of professionals who essentially delivered the works. Andrew was also fortunate to be involved with the delivery of nearly all projects on the Cape York Region Package stage 1 that involved approximately $70M worth of road upgrades to seal standard on remote roads in the cape. Again, the people that worked with Andrew made the projects and pure pleasure to be involved with. All projects were successfully delivered to a high standard of construction and contract management. Andrew's current project, the Kate to Aumuller St upgrade project, which involves the upgrade to six lanes of an existing four lane highway with bridge widening, bridge demolition and construction of new bridge is the current highlight. It also involves highly technical works associated with "Rapid Impact Compaction" works, Wick Drains and the associated construction over a disused landfill that is underlain by soft mangrove sediments. The project has been highly challenging with resourcing, ground conditions and construction in a brown field environment not to mention over 700 RFI's, in excess of 270 Variations and 58 extension of time assessments. The project is highly rewarding and very challenging.

8 Referees. Provide at least three referees with at least two must be external to your company.

No.	Name	Position	Phone/Mobile	Company	Project
1	Peter Agar	Principal Engineer TMR	[redacted]	DTMR Far North	CYRP Stage 1
2	Alan Stanton	Program Manager	[redacted]	Retired (Was Jacobs)	TNRP NDRRA
3	Brendan Rogina	Construction Manager		FGF Developments	TRNP NDRRA project - Kennedy Hwy

FORM A2: CV Template

David OEI

1 Curriculum Vitae

Company Name	SMEC Australia Pty Ltd
Phone	
Mobile	[redacted]
Email	[redacted]
Availability timeframe	February 2022
Role No. and Description	Backup Site Engineer – Civil/Structures
No. of years' experience relevant to this role	19 years



2 Academic Qualifications

No.	Degree or Certificate	Institution	Year of Graduation
1	Master of Engineering Management	Queensland University of Technology	2005
2	Bachelor of Engineering (Civil)	Queensland University of Technology	2002
3			

3 Professional Qualifications

No.	Qualification	Certificate Number	Current (Yes/No)	Expiry Date
1	MIEAust	1340795	No	
2	NER	1340795	Yes	06/2022
3	RPEQ	18810	Yes	06/2022
4	TMR Prequalification	CA01	Yes	

4 Career Summary

David has 19 years of post graduate local experience, both in the private and public sectors, in the design, construction and maintenance of complex road and transport infrastructure projects. Managing and supervising projects to TMR policies, standards and specifications.
Experience includes:

- Construction – Bridge construction/replacements with PSC deck units, construction of balanced cantilever bridge piers using jump form system, construction of suspended smokeduct concrete slabs in mined and TBM tunnels, construction of rigid and flexible pavements, drainage, earthworks, retaining walls, landscaping and road furniture, in accordance to TMR specifications.
- Contract Administration – Managing and supervising projects in consultation with the stakeholders, designers and contractors. Manage the administration of AS2124-style contracts such as the AS4000 and acted as a Superintendent's Representative.
- Design – Flexible pavement design for the rehabilitation of Brisbane City Council local roads and intersection upgrades in accordance to BCC and TMR specifications.
- Manufacturing – Production of pre-stressed concrete piles, deck units, Super-T and girders.

Maintenance/Remedial – Pavement rehabilitation, bridge replacement and concrete structures maintenance/rehabilitation such as pre-cast and balanced cantilever bridge segments.

5 Project Experience. Provide a description of three (3) projects which best demonstrate your experience in relation to this application

Project Details	Response	Description of responsibilities
Employer	Georgiou Group	Rehabilitation of flood affected areas by insitu stabilisation and remediation of culvert and drainage. Responsibilities included: • Monitoring and planning progress of the projects • Managing the optimisation of resources and workforce • Assessing projects risks • Managing and evaluation suppliers and subcontractors • Preparing progress claims • Preparing weekly and monthly reports • Liaison with the client's representatives • Leading and monitoring Project/Site Engineers and motivating the workforce
Role	Senior Project Engineer	
Part Time / Full Time	Full Time	
Reporting to (name/ position/ company)	Thanh Cao / Construction Manager	
Project duration (from to date)	04/2014 – 08/2014	
Project name/location	Bruce Highway and Dawson Highway TNRP Flood Recovery Works, Qld	
Client	TMR	
Project scope of work	Flood recovery works	
Project value (excl. GST)	$16M	

Contract type[1]	TIC-CO	• Communicating managements requirements, work methods, inspection and test requirements to direct reports and the workforce.
Time spent on the project	6 months	

Project Details	Response	Description of responsibilities
Employer	Georgiou Group	Completed the construction of a 4-span bridge using pre-stressed concrete deck units. Responsibilities included: • Managing and supervising project to TMR policies, standards and specifications. • Managing the contracts for the supply, delivery and placement of the bridge deck units. • Implementing AS2124-style of contracts and working collaboratively with Superintendent/Contract Administrators to achieve favourable outcomes. • Monitoring progress of the project and risk assessments. • Preparing progress claims to the client and also assessing claims from the sub-contractors and suppliers. • Preparing SWMS, construction methodology, ITP's and RFI's.
Role	Senior Project Engineer	
Part Time / Full Time	Full Time	
Reporting to (name/ position/ company)	Jeremy Tod/PM/Georgiou	
Project duration (from to date)	08/2013 - 04/2014	
Project name/location	Eight Mile Creek Bridge/ Bajool, Rockhampton	
Client	TMR	
Project scope of work	Bridge Construction	
Project value (excl. GST)	$12.8M	
Contract type	TIC-CO	
Time spent on the project	9 months	

Project Details	Response	Description of responsibilities
Employer	Abigroup Contractors	• Responsibilities and achievements included: • Managing the construction of the New Gateway Bridge Approach Piers using the Jump Form Systems, which was innovative then. • Construction of the New Gateway Bridge Approach Pier Heads, which include post tensioning, heavy lifting/lowering and also grouting operations. • Planning and coordinating the establishment of the Precast Manufacturing Facility to produce Super-T beams, octagonal piles and bridge segments. • Financial reporting and monitoring. • Contract administration • Quality and Environmental Management of the site. • Safety Management of the site. • Development of quality inspection and test plans (ITP) for construction activities. • Liaison and communication with stakeholders, suppliers, contractors, inspectors, supervisors and workforce.
Role	Project Engineer, Engineering Planner – New Gateway Bridge	
Part Time / Full Time	Full Time	
Reporting to (name/ position/ company)	Gerry van der Wal / Bridge Alliance Manager	
Project duration (from to date)	09/2006 – 07/2009	
Project name/location	Gateway Upgrade Project, Gateway Bridge Alliance, Qld	
Client	Abigroup Contractors Pty Ltd for TMR	
Project scope of work		
Project value (excl. GST)	$1.88B	
Contract type	Alliance	
Time spent on the project	23 months	

6 Role History. Provide a list of roles/projects in reverse chronological order which supports the mandatory experience requirements. This role history must evidence the mandatory experience requirements for the role.

Recent Experience (in reverse chronological order, relevant to this position, add more rows if required)								
No	From Date: month/ year	To Date: month/ year	Role	Reporting to (name/ position)	Client/ Company	Project Name/ location	Contract Type[2]	Project Value ($)
1	04/2015		Experienced Pavement Engineer	Brian Schramm / Principal Pavement Engineer	Brisbane City Council	Multiple BCC roadways		
2	06/2020	12/2020	Senior Contracts Manager/Superintendent's	Jude Woolhouse / Construction Manager	Brisbane City Council	Multiple civil infrastructure projects in the planning, the procurement and the construction phases	AS4000 & AS4902	$2M
3	04/2014	08/2014	Senior Project Engineer	Thanh Cao / Construction Manager	TMR	Bruce Highway and Dawson Highway TNRP Flood Recovery Works, Qld	TIC-CO	$16M

[1] Contract type e.g. TIC-CO, MIC, D&C, Alliance, ECI etc

[2] Contract type e.g. TIC-CO, MIC, RMPC, D&C, Alliance, ECI etc

4	08/2013	04/2014	Senior Project Engineer	Jeremy Tod / Project Manager	TMR	Eight Mile Creek Bridge Upgrade, Bajool, Qld	TIC-CO	$12.8M
5	08/2012	08/2013	QA/Project Engineer – Precast Yard	Warren Edwards / Operations Director	John Holland Group	Urban Superway, Adelaide, SA	PPP	$900M
6	07/2009	08/2012	Project Engineer	Peter Haendl / Senior Project Engineer	Thiess Pty Ltd	Airport Link Project, Qld	PPP	$4.8B
7	10/2008	07/2009	Project Engineer - Pavement	Rob Hordern / Construction Manager	Thiess Pty Ltd	Boggo Road Busway Alliance, Eastern Busway Stage 1, Qld	Alliance	$364M
8	10/2006	09/2008	Project Engineer – Engineering Planner	Gerry van der Wal / Bridge Alliance Manager	Abigroup Contractors Pty Ltd	Gateway Upgrade Project, Gateway Bridge Alliance, Qld	Alliance	$1.88B
9	08/2006	10/2006	Project Engineer - Bridges	Peter Anusas / Operations Manager	Abigroup Contractors Pty Ltd	Salisbury to Kuraby (S2K) Alliance, QR Third Rail Duplication	Alliance	$256M
10	02/2006	08/2006	Project Engineer – Pre-stressed Concrete Bridges	Isaac Scot / Manager (Contracts & Structures)	Brisbane City Council	Brisbane City Works Dept - Various Projects		

7 Skills, experience and key achievements. Expand on these attributes outlining how they demonstrate your suitability for the role. For example, describe how you have contributed as an individual on a project or how you have contributed to the project team.

No.	Description of relevant skills, experience and key achievements
1	19 years of post graduate local construction experience in mostly iconic mega projects such as the Airport Link Project, Gateway Bridge Upgrade, Boggo Road Busway and the Urban Superway (in Adelaide), which were constructed to TMR specifications. My construction experience also includes rehabilitation of rigid and flexible pavements and the remedial of bridge structures, especially balanced cantilever bridge segments. Over this period, I have been involved with the procurement, evaluating and management of contracts for suppliers and sub-contractors. Concurrently, I was also liaising with the Superintendent's Representatives and Independent Verifiers with regards to progress claims and design reviews. I worked collaboratively with the Contract Administrators and inspectors to achieve favourable outcomes for all parties within tight timeframes while managing competing priorities.
2	Total of 8 years of pavement design experience in the rehabilitation and construction of minor and major roads in accordance to BCC and TMR standards and specifications. Registered with the National Engineering Register (NER) and with the Board of Professional Engineers of Queensland as a Registered Professional Engineer of Queensland (RPEQ #18810) for more than 4 years. Consequently, I was able to resolve construction issues quickly when I'm on site and direct/ give instructions without further delay. I have also further my tertiary studies and acquired a Master of Engineering Management from Queensland University of Technology (QUT).
3	Recently, I was seconded as a Senior Contracts Manager. I was able to apply my knowledge of AS4000 and AS4902 and also acted as the Superintendent's Representative. I administered and managed contracts in every stage: pre-contract, during construction, and post construction; by monitoring and assessing project risks to favourable outcomes and on a Value for Money basis.

8 Referees. Provide at least three referees with at least two must be external to your company.

No.	Name	Position	Phone/Mobile	Company	Project
1	Isaac Scot	Manager (Contracts & Structures)	[redacted]	BCC	Contracts and Structures
2	Jeremy Tod	Senior Projects Manager	[redacted]	BCC / Georgiou	Eight Mile Creek
3	Jude Woolhouse	Construction Manager	[redacted]	BCC	Contracts Management

FORM A2: CV Template

Rick TARRANT

1 Curriculum Vitae

Company Name	SMEC Australia Pty Ltd
Phone	[redacted]
Mobile	
Email	
Availability timeframe	Available as required
Role No. and Description	Backup - Inspector – Civil/Structures
No. of years' experience relevant to this role	52+ years



2 Academic Qualifications

No.	Degree or Certificate	Institution	Year of Graduation
1	Carpenter & Joiner Tradesman Certificate	Gordon Institute of Technology Geelong Victoria	1968
2	Training Officer Certificate	Australasian National Trainer Training Service	1986
3	Coating Inspectors Certificate	Australasian Corrosion Association	1990
4	Traffic Management Level 2 Certificate	Downs Group Training	2014

3 Professional Qualifications

No.	Qualification	Certificate Number	Current (Yes/No)	Expiry Date
1	Various Contract Administration Courses, Dept of Transport Tasmania	N/A	Yes	N/A
2	Pavement Management Systems, Road and Traffic Authority of NSW	N/A	Yes	N/A
3	High Risk Work; Work Safely at Heights; Elevating Work Platform; Safe Work in Confined Spaces; Gas Test and Breathing Apparatus; Senior First Aid	N/A	Yes	Various, All are up to date
4	TMR Prequalification	IR03, IS03		

4 Career Summary

Rick has 52 years' experience in civil construction in Australia and overseas, including the construction of tunnels, bridges, marine works, buildings, pavements and bulk earthworks. Rick has extensive verification experience and will bring key learnings to the understanding of the role requirements. Projects have included commercial and industrial buildings, port and mining developments, railways, tunnels, roads and bridge construction. His roles have included construction superintendent on large bridge projects, construction superintendent on large earthworks projects, maintenance superintendent on large road networks and marine structures and contract administration as surveillance officer and site verifier on high value contracts, including buildings, freeways, bridges, tunnels, marine structures and airports. As an industry veteran, Rick will provide additional support to SMEC's Administrator's Representative as required.

5 Project Experience. Provide a description of three (3) projects which best demonstrate your experience in relation to this application

Project Details	Response	Description of responsibilities
Employer	SMEC Australia Pty Ltd	• Works included a 4 lane median divided carriageway 3.7km in length, two single span bridges, major earthworks, foam bitumen and heavy duty asphalt pavements, road furniture, lighting, CCTV, weigh-in-motion system and PUP modifications • Surveillance of all aspects of the works including earthworks, pavements, drainage, structures, conduits & pits & PUP relocations • Assistance with resolution of technical issues and NCRs on site, progress claims and daily diaries • Worked in close collaborative team with TMR and the Contractor (Hull See Civil JV)
Role	Surveillance Officer	
Part Time / Full Time	Full time	
Reporting to (name/ position/ company)	Peter Konecny, SMEC Contract Administrator	
Project duration (from to date)	02/2021 - current	
Project name/location	Mt Lindesay Highway Stoney Camp to Chambers Flat Rd	
Client	TMR South Coast Region	
Project scope of work	Duplication from 2 to 4 lanes	
Project Value (excl. GST)	$35M	
Contract Type	TIC-CO	

Time spent on the project	8 months to date	

Project Details	Response	Description of responsibilities
Employer	SMEC Australia Pty Ltd	• Works included heavy duty asphalt motorway and service road pavements, replacement of 11 bridges, separated off-road bicycle facility, major drainage works, major ITS works and managed motorways. • Highly constrained brownfield site, with 85,000 vpd, and multiple commercial adjoining stakeholders, PUP authorities and Brisbane City Council. • On a rotating basis responsible for surveillance of all aspects of the works including earthworks & pavements, structures, installation of conduits, pits, cabinets and sign footings for traffic signals and ITS works, both night shift & dayshift • Liaison with main contractor as well as ITS, drainage and asphalt subcontractors • Works included heavy duty asphalt motorway and service road pavements, replacement of 11 bridges, separated off-road bicycle facility, major drainage works, major ITS works and managed motorways. • Maintained outstanding working relationships and a strong collaborative culture with TMR, BCC and the Contractor in a challenging D&C environment. (Bielby Hull Albem JV)
Role	Surveillance Officer	
Part Time / Full Time	Full Time	
Reporting to (name/ position/ company)	Graham Kerr, TMR Project Manager	
Project duration (from to date)	05/2020 to 03/2021	
Project name/location	Rocklea to Darra Stage 1	
Client	TMR	
Project scope of work	Upgrade to the Ipswich Motorway 4 to 6 lanes between Rocklea to Darra	
Project Value (excl. GST)	$270M	
Contract Type	D&C (CPA)	
Time spent on the project	11 months	

Project Details	Response	Description of responsibilities
Employer	SMEC Australia Pty Ltd	3.5km of arterial road widening (4lanes to 6 lanes), 1.2km elevated structure and retaining wall along the Brisbane River, major intersection upgrades, new cycle paths and park upgrades. Responsible for daily and weekly surveillance; reviewing CWMS and ITPS prepared by the Contractor; auditing site activities; witnessing release of Hold Point and undertaking general and targeted surveillance on the Contractor's safety, environmental and traffic management performance. Achievements: • Maintaining relationships with Council and the Contractor in a challenging D&C environment. • Developed an inspection and surveillance process for bored piles in poor ground conditions in tidal area. • Accurately and fairly assessing the contractors monthly progress claim without dispute.
Role	Senior Surveillance Officer – Structures	
Part Time / Full Time	Full Time	
Reporting to (name/ position/ company)	Mark Reynolds/Independent Verifiers Representative	
Project duration (from to date)	12/2016- 12/2019	
Project name/location	Kingsford Smith Drive Upgrade	
Client	Brisbane City Council	
Project scope of work	Independent Verification	
Project Value (excl. GST)	$650M	
Contract Type	D&C	
Time spent on the project	36 months	

6 Role History. Provide a list of roles/projects in reverse chronological order which supports the mandatory experience requirements specified for the role you are applying for.

Recent Experience (in reverse chronological order, relevant to this position, add more rows if required)

No	From Date: month/ year	To Date: month/ year	Role	Reporting to (name/ position)	Client/ Company	Project Name/ location	Contract Type[1]	Project Value ($)
1	02/2021	Current	Senior Surveillance Officer	Peter Konecny, SMEC Contract Administrator	TMR South Coast	Mt Lindesay Highway Upgrade, Stoney Camp to Chambers Fkat	TIC-CO	$35M
2	05/2020	03/2021	Senior Surveillance Officer	Peter Konecny, SMEC Contract Administrator	TMR Metro	R2D Stage 1, Qld	CPA	$270M
3	12/2016	12/2019	Senior Surveillance Officer Structures	Mark Reynolds/ IV Representative	Lendlease/ SMEC	Kingsford Smith Drive Upgrade	D&C	$650M
4	03/2011	12/2016	Senior Surveillance Officer	Bob Drew/ IV Representative	Brisbane City Council	Legacy Way Tunnel	D&C	$1.6B
5	2008	2010	Senior Surveillance Officer	Bob Drew/ IV Representative	Brisbane City Council	CLEM7 Tunnel	PPP	$2.8B
6	2006	2008	Senior Works Inspector (Structures)	Peter Konecny Superintendents Rep	DTMR	Ipswich/Logan /Logan Motorway Interchange	D&C	$512M

[1] Contract type e.g. TIC-CO, MIC, RMPC, D&C, Alliance, ECI etc

7	2003	2004	Site Verifier	Norm Clarke (DSC) IV Representative	Transport South Australia	Port River Expressway South Australia	D&C	$100M
8	1997	2000	Senior Construction Supervisor	Peter Thomas/ Superintendents Rep	Transport South Australia	Crafers Highway Project	D&C	$130M

7 Skills, experience and key achievements. Expand on these attributes outlining how they demonstrate your suitability for the role. For example, describe how you have contributed as an individual on a project or how you have contributed to the project team.

No.	Description of relevant skills, experience and key achievements
1	Early identification and resolution of issues - As an industry veteran, Rick has experienced just about any conceivable site and construction issues and has demonstrated his proactive approach in resolving these issues as they arise. Rick's ability to work collaboratively with the Contractor will be invaluable if called upon.
2	Relevant technical expertise: His has countless relevant projects under his belt. In particular relevance to Centenary Bridge Project there is marine works and major structures adjacent to the Brisbane River at KSD project, major bridges demolition and construction at R2D, ILM. Port River Expressway (SA), Legacy Way and Clem 7. He is also prequalified with TMR as IRO3 and is totally capable of carrying out surveillance on all civil works, including earthworks, drainage, pavements, PUP relocation/protection, retaining walls, load transfer platforms active transport and liaison with BCC and PUP providers
3	Safety first - Rick is a strong advocate of site safety and will ensure that this is front of mind. He will champion thee projects BPIC commitments for safety

8 Referees. Provide at least three referees with at least two must be external to your company.

No.	Name	Position	Phone/Mobile	Company	Project
1	Phillip Stedman	Project Manager	[redacted]	Brisbane City Council	Kingsford Smith Drive Upgrade
2	Graham Kerr	Project Manager	[redacted]	TMR	IMU Rocklea to Darra
3	Bob Drew	Independent Verifiers Representative	[redacted]	Retired	Various

FORM A2: CV Template

Graham CASH

1 Curriculum Vitae

Company Name	SMEC Australia Pty Ltd / Cash and Co Consulting Services
Phone	[redacted]
Mobile	
Email	
Availability timeframe	From award
Role No. and Description	Backup Inspector – Marine/Precast
No. of years' experience relevant to this role	40 years



2 Academic Qualifications

No.	Degree or Certificate	Institution	Year of Graduation
1	Advanced Certificate in Civil Construction Supervision	Qld Distance Education	1993
2			
3			

3 Professional Qualifications

No.	Qualification	Certificate Number	Current (Yes/No)	Expiry Date
1	TMR B07 (IR03) Pre-Qualified	N/A	Yes	N/A
2	TMR B08 (IS03) Pre-Qualified	N/A	Yes	N/A
3	TMR Bridge Inspection Level 1	N/A	Yes	N/A
4	TMR Bridge Inspection Level 2	N/A	Yes	N/A
5	DTMR Project Management Training (PM101)	N/A	Yes	N/A
6	DTMR Project Management Training (PM102)	N/A	Yes	N/A
7	Workplace Health and Safety Representative Certificate	N/A	Yes	N/A
8	AAPA Spray Seal Design and Application	N/A	Yes	N/A
9	Occupational Health & Safety Team Leader Course	N/A	Yes	N/A
10	Construction Technology & Construction Practices	N/A	Yes	N/A
11	Primavera Project Planner V2.0 Workshops	N/A	Yes	N/A
12	Confined Spaces Training	N/A	Yes	N/A
13	Environmental Management Training	N/A	Yes	N/A
14	Fire Ant Training	N/A	Yes	N/A

4 Career Summary

Graham is a Civil and Structural Superintendent and Inspector with more than 40 years' experience delivering 30+ complex, large-scale, multidisciplinary projects in Queensland, including 35 years' experience delivering Department of Transport and Main Roads (DTMR) projects. He is renowned for successfully managing complex major projects for roads, highways, bridges, bikeways and Public Utility Plants (PUPs) in both high-density urban areas and rural areas, involving sensitive environmental matters. Graham has a comprehensive understanding of DTMR standards, specifications and Conditions of Contract. He is highly skilled in all elements of road and bridge construction, offering clients significant expertise in structures surveillance; concreting; piling and casting operations; manufacture, delivery and installation of all forms of girders; site specific earthworks/pavements; project progress monitoring, recording and reporting; Practical Completion; and Client Acceptance. Graham's demonstrable experience supports his leadership capabilities that span beyond typical Project Manager and Team Leader duties. He is committed to supporting and promoting the professional development of team members to achieve both individual and team goals and is passionate about maintaining work health and safety for all project parties. Most recently, Graham mentored two Graduate Engineers who are now fully trained Project Managers. He has also trained many Inspectors over the years, including most recently two Civil Inspectors who are now TMR B07/B08 pre-qualified. Graham works collaboratively with clients and stakeholders to ensure effective communication throughout every project he manages earning him an industry wide reputation for delivering projects on time and within budget with no contractual disputes.

5 Project Experience. Provide a description of three (3) projects which best demonstrate your experience in relation to this application

Project Details	Response	Description of responsibilities
Employer	DTMR (Metropolitan District)	• Responsible for delivering a new Bridge spanning South Pine River in addition to a Haul Road Bridge (within Nielsens Quarry),
Role	Structures Inspector/ Superintendent's Rep	

Part Time / Full Time	Full Time	• Structure consisted of multiple spans of Super-T Girders and a cast-in-place decking slab, • Piling Operation required multiple pre-stressed concrete piles driven to founding level in differing ground conditions, requiring constant surveillance to ensure final sets were achieved, with all as-constructed Data recorded and supplied to TMR Bridge Branch at the completion of the project, • Required Multiple Cell Box Culverts for Flood Mitigation. Construction had to be closely monitored to ensure Flood Modelling Strategies were adhered to and design intent achieved, • Multiple Cells were required to manage flood plain to existing river and surrounding low lying ground conditions adjacent to Bridge Structures.
Reporting to (name/ position/ company)	Paul McCormack/ Superintendent's Rep. TMR	
Project duration (from to date)	12/2004 to 07/2005	
Project name/location	Linkfield Connection Project	
Client	DTMR/Queensland Government	
Project scope of work	New bridge construction/flood works	
Project Value (excl. GST)	$30M	
Contract Type[1]	TIC-CO	
Time spent on the project	12 months	

Project Details	Response	Description of responsibilities
Employer	DTMR (Metro District)	• Freshwater Creek Bridge structures for northbound and southbound traffic consisted of driven concrete piles in an environmentally-sensitive location, given the project was at a critical point in the headwaters of Freshwater Creek, • Unique features of the project structures included the need to ensure wildlife movement was maintained during construction to allow for free movement of a local Koala colony from one side of the highway to the other, • Anzac Avenue eastbound overpass structure required construction to be undertaken over live traffic lanes with 50 to 60 tonne (each) Super-T Girders spanning the Bruce Highway in two spans, • During the course of the structures projects, I undertook mentoring and training of less-experienced Inspectors, which was both rewarding and challenging during a project of this nature.
Role	Structures Inspector / Superintendent's Rep	
Part Time / Full Time	Full Time	
Reporting to (name/ position/ company)	Jenny McMillan, TMR	
Project duration (from to date)	01/2002 – 12/2004	
Project name/location	Bruce Highway Upgrade – Dohles Rocks Road to Boundary Road	
Client	DTMR/Queensland Government	
Project scope of work	New bridge structure construction	
Project Value (excl. GST)	$35M	
Contract Type	RCC to AS2124 Modified	
Time spent on the project	24 months	

Project Details	Response	Description of responsibilities
Employer	DTMR (Metro District)	• Responsible for the overall surveillance of all structures on the project in addition to project monitoring, recording and reporting, • Required detailed technical knowledge in all elements of bridge construction, specifically in the areas pertaining to concreting, piling and casting operations in a marine environment, manufacture, delivery and installation of T-girders, • Due to the entire operation being carried out predominantly over water, project required to coordinate the installation of piling and landing of units through the estuaries, in addition to introducing cathodic protection during the casting operations to protect the new structures against corrosion, • For the duration of the project the project team effectively maintained traffic flow adjacent to the bridges being constructed, traffic volumes in the order of 60,000 vehicles per day. • Successful delivery of the additional structures to the existing north and southbound structures, in addition to the required road infrastructure.
Role	Structures Inspector / Superintendent's Rep	
Part Time / Full Time	Full Time	
Reporting to (name/ position/ company)	Jenny McMillan, TMR	
Project duration (from to date)	02/2001 – 01/2002	
Project name/location	Pine Rivers Bridge Upgrade (Bruce Highway)	
Client	DTMR/Queensland Government	
Project scope of work	Bridge upgrade/ duplication/construction	
Project Value (excl. GST)	$25M	
Contract Type	RCC to AS2124 Modified	
Time spent on the project	12 months	

6 Role History. Provide a list of roles/projects in reverse chronological order which supports the mandatory experience requirements.

Recent Experience (in reverse chronological order, relevant to this position, add more rows if required)

No	From Date: month/ year	To Date: month/ year	Role	Reporting to (name/ position)	Client/ Company	Project Name/ location	Contract Type[2]	Project Value ($)
1	01/2019	02/2020	Senior Inspector	William Reed	DTMR	RMPC / DRFA Works – North West District	MIC-CO / MIC-SI	$30M
2	05/2012	01/2019	Lead Civil / Structural Inspector	Various	BCC	Accelerated Bikeway Program & Asphalt Resurfacing Program	RCC	Up to $100M

[1] Contract type e.g. TIC-CO,MIC, D&C, Alliance, ECI etc

[2] Contract type e.g. TIC-CO, MIC, RMPC, D&C, Alliance, ECI etc

						(Packages 1 – 7) / Tennis Avenue Bridge Replacement / Asphalt Rehabilitation Program (SSS1 – SSS4) / Telegraph Road (Stage 2)		
3	11/2011	05/2012	Superintendent's Representative / Senior Inspector	Shaun Daffy	DTMR	Translink Park and Rides Bus Station Upgrades	RCC	$50M
4	08/2006	05/2012	Superintendent's Representative / Senior Inspector	Alan Evans	BCC	Alderley Intersection Upgrade / Wynnum Road Upgrade / Elevated Walkway (Brisbane Powerhouse) / Road Action Program	RCC	Up to $100M
5	02/2001	07/2006	Superintendent's Representative / Senior Inspector / Project Manager	Various	DTMR	Pine Rivers Bridge Upgrade / Bruce Highway Upgrade / Linkfield Connection / Project Management Process Development	RCC	Up to $40M

7 Skills, experience and key achievements. Expand on these attributes outlining how they demonstrate your suitability for the role. For example, describe how you have contributed as an individual on a project or how you have contributed to the project team.

No.	Description of relevant skills, experience and key achievements
1	Specific expertise in construction of structures in a marine environment: ➢ Pine River Bridge Duplication and Widening - requirement to build new bridges (Nth and Sth Bound) whilst maintaining uninterrupted traffic flow on the Bruce Hwy; partial demolition of kerbs etc without interruption to traffic to enable linking the existing bridges to the new bridges. Staging of deck pours was critical to minimise vibration from passing traffic to newly placed concrete. ➢ Goodwill Bridge (Central Pier Piling): Cast in place piling in the centre of the Brisbane River with long line pumped high strength concrete from the riverbank to a tremie operation on the piling barge, continuous pours were critical to ensure conforming completed piles. Underwater inspections to ensure liner and socket integrity ➢ Riverwalk Replacement: Micro Piling at each Abutment. Cast in place piling for all piers requiring scuba divers to ensure liner integrity into high strength rock; Specialist structures fabrication for all viewing platforms including a mechanical swing bridge requiring downstream fabrication and transportation and installation ➢ Shorncliffe Pier Replacement: Cast in place piling in a marine environment utilising both land based and over water equipment to facilitate pile pours. Installation of Pre Cast Headstock Tubs requiring a coordinated lifting process on water followed by concrete infill ➢ Bicentennial Bikeways Structures (City to Regatta): Multi span bridge along riverbank adjacent to a heritage listed wall requiring close contact with key stakeholders; Lifting process for girders occurred both on water and with lane closures for girder deliveries ➢ Micro piled structures along the riverbank at various locations over multiple stages. Differing underlying geotechnical issues required a coordinated approach with the Contractor and Designer.
2	Qualification and experience in WH&S. Strong audit skills in assessing the implementation of safety systems by Contractors onsite. Thorough understanding of QA systems including ITPs, lot registers, lot numbering systems, setting up hold points and witness points in accordance with DTMR specification requirements.
3	Has a very good understanding of DTMR's standards and specifications through the delivery of several DTMR and QR projects and has constructed numerous other projects in accordance with DTMR Standards such as Bruce Highway Upgrades and the Gateway Upgrade North (GUN). His experience covers bridges, retaining wall, earthworks, pavements, surfacing, road furniture, lighting, ITS and revegetation.
4	Highly developed recording and reporting skills with ability to use technology and systems to simplify the preparation of Inspector's daily diaries and field records. Sound computer skills in Micro Soft (MS) Windows, Word, Excel, file management and email to facilitate accurate and efficient capture and transfer of project data. Experience includes the hands-on use of many of the popular project collaboration tools including Aconex, Incite and ProjectWise.

8 Referees. Provide at least three referees with at least two must be external to your company.

No.	Name	Position	Phone/Mobile	Company	Project
1	Alan Evans	Executive Manager (City Projects Office)	[redacted]	BCC	Wynnum Road Upgrade
2	Paul McCormack	Project Director	[redacted]	Drive Engineering	Bruce Highway Upgrade
3	Jenny McMillan	Project Director	[redacted]	TMR	Gateway Upgrade North

FORM A2: CV Template

Corie BROWN

1 Curriculum Vitae

Company Name	Corie Brown Electrical Pty Ltd
Phone	[redacted]
Mobile	
Email	
Availability timeframe	From award
Role No. and Description	Backup Inspector – ITS
No. of years' experience relevant to this role	16 years



2 Academic Qualifications

No.	Degree or Certificate	Institution	Year of Graduation
1	Electrical Fitter Mechanic		TAFE QLD
2	Introductory Electronics		TAFE QLD
3	Open Registered Cabler Level 1 with Optic Fibre Endorsement		TAFE QLD

3 Professional Qualifications

No.	Qualification	Certificate Number	Current (Yes/No)	Expiry Date
1	Electrical Contractors Licence QLD	88364	Yes	18/07/2022
2	Electrical Fitter & Mechanic Work Licence QLD	119107	Yes	02/07/2025
3	High Risk Work Licence; EWP, Fork Lift	0003039463	Yes	20/07/2024
4	Perform Rescue from a Live LV Panel	HLTAID001	Yes	09/09/2022
5	CPR	UETTDRRF06	Yes	09/09/2022
6	General Safety Induction Card (Blue Card)	1500126	Yes	N/A

4 Career Summary

Corie is currently in the role of Principle Technical Officer with TMR after having filled various construction roles leading up to Project Manager, Corie's skill set has come from the field of the Installation, Commissioning & Documentation of ITS, Traffic Signals, Road Lighting, Variable Message Signs, CCTV, WIM & Overhead Detection. His background in the industry started in 2006 as an apprentice with Traffic Systems Technology, then stayed in the industry growing and maintaining skills to lead teams from Traffic Signal intersection builds to major highway ITS installations covering all forms of installation, including Testing and Commissioning. Project involvement include the Tugun Bypass, Mudgeeraba Interchange, Kingsford Smith Drive, Gunn Project and more. Corie has used his skills to successfully work as an electrical inspector for TMR for the past 3 years with also being the Technical Principal Office at TMR, now leading a team of five Inspectors whilst maintaining Electrical Inspections for North Maclean, South Maclean, M1M3 Rochdale Rd. to Gateway Motorway upgrade, Mudgeeraba to Varsity upgrade, Varsity to Burleigh upgrade and more.

5 Project Experience. Provide a description of three (3) projects which best demonstrate your experience in relation to this application

Project Details	Response	Description of responsibilities
Employer	DTMR	• Administer the contract ensuring contractual obligations are performed; civil electrical, ITS • Act as an agent for the principal • Inspection of civil electrical & ITS works; Rate 2, Rate 3 road lighting, traffic signals • Technical support & advisory; Aust Standards, regulating agencies, Specifications, industry guidelines • Develop design solutions for engineering certification • Uphold compliance with Electrical Safety Act 2002 • Manage RMPC/CDOP contracts within TMR • Work in accordance with WHS Act 2011 • Information management of RFI's & NCR's • Communicate on issues & solutions • Ensure products comply with contract specifications, report on non-conformances • Ensure all project costs, variation claims were administered; electrical
Role	Principal Technical Officer, Superintendent Representative (ITS, Civil Electrical)	
Part Time / Full Time	Full time	
Reporting to (name/ position/ company)	Adam Palmer – Team Leader, TMR South Coast	
Project duration (from to date)	07/2019 to current	
Project name/location	Pacific Motorway Upgrade M1 / M3 / Gateway Merge, Eight Mile Plains, Qld, North & South Maclean Upgrade, Mudgeeraba to Varsity Upgrade, Varsity to Burleigh Upgrade & various intersection builds	
Client	TMR	
Project scope of work	The works included multiple new Traffic Signal / Rate 3 / CCTV and ITS	

	installations. Inspection and verifying of all stages of the works.	• Quality control; conduct repeatable tests &/or hold points to verify the quality of the contract outputs • Facilitate mutually agreeable outcomes to construction issues using highly developed relationship skills • Provide performance information, programming, quality, risk, safety, environment data • Manage a team of 6 electrical/ITS inspectors • Create Toolboxes around work procedures & safety • Engage Contractors/Project managers/Engineers and conduct pre starts talks about the project
Project Value (excl. GST)	$399M upwards	
Contract Type[1]		
Time spent on the project	3 years	

Project Details	Response	Description of Responsibilities
Employer	Mi Electric	• Project Managing contracts ensuring contractual obligations are performed; ITS, civil electrical • Supervisors' role in new construction works • Installation of ITS, civil electrical works; Rate 2, Rate 3 road lighting, traffic signals • Technical support & advisory; Aust Standards, regulating agencies, Specifications • Uphold compliance with Electrical Safety Act 2002 • Work in accordance with WHS Act 2011 • Liaise with Project managers/Project engineers & inspectors • Complete and provide updates on work schedules • Provide performance information, programming, quality, risk, safety, environment data • Quality control; conduct repeatable tests &/or hold points to verify the quality of the contract outputs • Information management of RFI's & NCR's • Mange a team of workers • Create morning prestart to ensure workers are aware of daily planning
Role	Forman traffic signal (ITS, Traffic signal, Rate 2 & 3, Civil Electrical)	
Part Time / Full Time	Full time	
Reporting to (name, position, company)	Jason Morris - Director	
Project Duration	04/2016 - 07/2019	
Project Name / Location	Project Portfolio concurrently approx. 3 Years South Coast Region, Qld	
Client	TMR / Logan CC / Redland Bay CC	
Scope of Work	ITS, civil electrical, Rate 2, Rate 3 road lighting, traffic signals & STREAMS related faults.	
Project Value (excl. GST)	Project portfolio range $2k-150M	
Contract Type	Variety of contracts	
Time Spent on Project	3 years	

Project Details	Response	Description of Responsibilities
Employer	Traffic Systems Technology Pty Ltd	• Supervisor's role, Foreman's role, Electrician. • Installation of civil electrical & ITS works; Rate 2, Rate 3 road lighting, traffic signals • Technical support & advisory; Aust Standards, regulating agencies, Specifications, industry guidelines • Develop design solutions for engineering certification • Uphold compliance with Electrical Safety Act 2002 • Work in accordance with WHS Act 2011 • Information management of RFI's & NCR's • Communicate on postponement & suspension of work • Ensure products comply with contract specifications, report on non-conformances • Ensure all project costs, variation claims were administered. • Quality control; conduct repeatable tests &/or hold points to verify the quality of the contract outputs • Facilitate mutually agreeable outcomes to construction issues using highly developed relationship skills • Provide performance information, programming, quality, risk, safety, environment data
Role	Apprentice/Tradesman/Supervisor	
Part Time / Full Time	Full time	
Reporting to (name, position, company)	Steve Diessel - Director	
Project Duration	2006 to 2014	
Project Name / Location	South Coast/North Coast QLD	
Client	TMR	
Scope of Work	Installation of traffic signals, rate 3 street lighting, CCTV, ITS network	
Project Value (excl. GST)	$104M+	
Contract Type	D&C	
Time Spent on Project	10 years	

6 Role History Provide a list of roles/projects in reverse chronological order (most recent at the bottom) which supports the mandatory experience requirements specified for the role.

No.	Period (month/year)	Role	Reporting to		Project Name, Location		

[1] Contract type e.g. TIC-CO,MIC, D&C, Alliance, ECI etc

	From	To		(name, position)	Client, Company		Contract Type	Project Value
1	07/2018	Current	Superintendent Representative (ITS, Electrical)	Adam palmer, ITS & E Team Leader	TMR,	Pacific Motorway Upgrade M1 / M3 / Gateway Merge, Eight Mile Plains, Qld, Mudgeeraba to Varsity upgrade, Varsity to Burleigh upgrade, North & South Maclean & more	Variety	$300M+
2	06/2016	07/2018	Electrical/Civil Forman (ITS, Electrical)	Jason Morris, Director	TMR, LCC, RBC, BCC	Project Portfolio concurrently approx. 25 projects South Coast Region	Variety	$3K - $300M
3	2006	2016	Supervisor	Steve Diessel, Director	TMR, LCC, RBC, BCC	Tugun Bypass Upgrade, Currumbin, Qld, Mudgeeraba Interchange	TIC-CO	$1.2M

7 Skills, Experience and Key Achievements

Expand on these attributes outlining how they demonstrate your suitability for the role. For example, describe how you have contributed as an individual or how you have contributed to the team.

No.	Description of relevant skills, experience and key achievements
1	Skills; trade qualified; road infrastructure industry experience 16 years; knowledge strength ITS; abreast of changing traffic management systems; strategic operation; communication / open stance / clarity; team management; risk management / prediction / solutions; empathy / listening / respect; leading others.
2	Experience; Contract Administration; strong commercial acumen; administer the contract ensuring contractual obligations are performed; examine performance requirements; analyse schedules; prepare process specifications; review tender submissions for conformity; negotiation; approve amendments to or extension of contract.
3	Project Management; hands on approach; establish & meet objectives; programming / interpretation / forecast; develop fee proposals; statement of work; planning / quality / safety & environment; quality control; quality assurance, stakeholder consultation & commitment; manage multiple projects & tasks concurrently.

8 Referees

Provide at least three referees, at least two must be external to your company.

No.	Name	Position	Mobile No.	Company	Project
1	Anthony Hockings	Project Engineer	[redacted]	Seymour Whyte Constructions.	Mudgeeraba to Varsity/ Varsity to Burleigh
2	Brant Cawley	Electrical Inspector	[redacted]	CoGC	Rate 3 Lighting/traffic signal Audit procedure
3	Adam Palmer	ITS&E Team Leader	[redacted]	Department of main roads	All of south coast region
4	Matthew Baylis	Project Manger	[redacted]	TMR Metro	Metro

FORM A2: CV Template

Bj BYRNES

1 Curriculum Vitae

Company Name	SMEC Australia Pty Ltd
Phone	[redacted]
Mobile	
Email	
Availability timeframe	From Jan 2022
Role No. and Description	Graduate Engineer
No. of years' experience relevant to this role	5+ years



2 Academic Qualifications

No.	Degree or Certificate	Institution	Year of Graduation
1	Bachelor of Engineering (Honours)	Queensland University of Technology	2015
2			
3			

3 Professional Qualifications

No.	Qualification	Certificate Number	Current (Yes/No)	Expiry Date
1	Member of Engineers Australia	4715839	Yes	06/2022
2	Work safely at heights	RIIWHS204D	Yes	06/2022
3	Confined Space Worker	RIIWHS202D	Yes	06/2022
4	Construction Induction (white card)	499929	Yes	N/A

4 Career Summary

Bj is a Bridges and Structures Engineer with 5 years' Civil, Structural and Construction and experience, in both the consulting office and site operations. Bj joined SMEC in 2016 as a proactive and knowledgeable graduate with hands-on experience across several engineering fields. His project experience includes; Independent Verifier for the Kingsford Smith Upgrade, Inland Rail project, Mayes Canal Bridge Design, Tweed Interchange and Cassowary Drive Bridge Assessments in Australia, Array Technologies Australian and Global solar farm projects, the Baime and Tale River Hydropower Schemes in Papua New Guinea and the Julius Nyerere Hydro Power Plant in Tanzania. Bj has detailed experience in the delivery of projects from the design and concept stages, costing and planning through to delivery, construction and detailed condition assessment of projects.

5 Project Experience. Provide a description of three (3) projects which best demonstrate your experience in relation to this application

Project Details	Response	Description of responsibilities
Employer	SMEC	SMEC was the Independent Verifier Construction Lead for this $450m D&C project to upgrade a 4km section of Kingsford Smith Drive from 4 to 6 lanes. Works involve marine piling and cantilever structure works over the Brisbane River to widen this iconic arterial route in central Brisbane. Bj was responsible for onsite inspections of construction works and structural elements including; road pavements and subgrades, temporary working platform soil layers in a marine environment and structural works including; bored piles, pre-cast wall and cantilever panels and cast in-situ concrete retaining walls. Bj was also responsible for desktop management of construction and surveillance registers for deed compliance. Onsite and desktop audits of products and supplier lots and carrying out quality and assurance audits of construction lots.
Role	Independent Verifier: Structural Engineer	
Part Time / Full Time	Full Time	
Reporting to (name/ position/ company)	Mark Reynolds/Principal Project Manager/SMEC Australia Pty Ltd	
Project duration (from to date)	12/2015 – 12/2017	
Project name/location	Kingsford Smith Drive Upgrade/Brisbane	
Client	Brisbane City Council	
Project scope of work	Upgrade a 4km section of Kingsford Smith Drive from 4 to 6 lanes	
Project value (excl. GST)	$650M	
Contract type[1]	D&C	
Time spent on the project	18 months	

[1] Contract type e.g. TIC-CO, MIC, D&C, Alliance, ECI etc

Project Details	Response	Description of responsibilities
Employer	SMEC	As part of the ongoing works to rectify ground stability, SMEC was engaged as the design team for works to reconstruct approximately 2km of Lamington National Park Road in Canungra. Bj was the structural designer and construction support lead for the soil nail walls along the length of the job. Detailing a typical design and bespoke facing designs for complex areas including incorporating road barriers into soil nail wall structure.
Role	Construction Support Lead and Structural Designer	
Part Time / Full Time	Full-Time	
Reporting to (name/ position/ company)	Loic Fields, Team Leader - Structures, SMEC	
Project duration (from to date)	01/2020-05/2020	
Project name/location	Lamington National Park Road Remediation	
Client	TMR	
Project scope of work	CA project to reconstruction 2km of the Lamington National Park Road	
Project value (excl. GST)	$2M	
Contract type	Time & Materials	
Time spent on the project	4 months	

Project Details	Response	Description of responsibilities
Employer	SMEC Australia Pty Ltd	SMEC provided a structural and geotechnical assessment of bridge suffering settlement. TMR and Lendlease needed to provide RMS confidence in the integrity of the bridge and any maintenance burdens prior to handover. Bj was the structural designer responsible for the detailed bridge assessment analysis which included, site inspection and intricate 3D modelling of the bridge in the geographic planes, investigation of possible future settlement through forces displacements and elastic/plastic investigation of elements.
Role	Structural Designer	
Part Time / Full Time	Full Time	
Reporting to (name/ position/ company)	Dr. Luke Menefy, Principal Engineer-Materials & Structures/SMEC	
Project duration (from to date)	01/2018 to 04/2018	
Project name/location	Tweed Interchange Bridge Assessment	
Client	TMR/Lendlease	
Project scope of work	Current and future condition assessment	
Project value (excl. GST)	$500,000	
Contract type	Time & Materials	
Time spent on the project	3 months	

6 Role History. Provide a list of roles/projects in reverse chronological order which supports the mandatory experience requirements. This role history must evidence the mandatory experience requirements for the role.

Recent Experience (in reverse chronological order, relevant to this position, add more rows if required)

No	From Date: month/ year	To Date: month/ year	Role	Reporting to (name/ position)	Client/ Company	Project Name/ location	Contract Type[2]	Project Value ($)
1	11/2020	Ongoing	Structural Engineer	Michael Yee	Tanzania Electric Supply Company	Julius Nyerere Hydropower Project	D&C	$4B
2	09/2020	Ongoing	Structural Engineer	Brendan Leonardi	City of Gold Coast	Coombabah Waste Water Treatment Plant	Design	$50M
3	11/2020	Ongoing	Structural Engineer	Pieter De Boer	TMR	Rooneys Bridge Repair	Design	$11M
4	10/2019	11/2020	Structural Engineer	Shyama Fernando	Sunshine Coast Regional Council	Mooloolaba Transport Corridor Upgrade	Design	$2.4M
5	01/2020	05/2020	Structural Engineer	Loic Fields	TMR	Lamington National Park Road Remediation	Design	
6	06/2019	04/2020	Structural Engineer	Luke Menefy	SEQ Water	Sparks Hill Reservoir Roof Refurbishment	Design	$500K

[2] Contract type e.g. TIC-CO, MIC, RMPC, D&C, Alliance, ECI etc

7	07/2019	11/2020	Structural Engineer	Laura Roberts	Stocklands	Bells Creek Arterial Bridge Design	Design	$500K
8	01/2019	05/2019	Structural Engineer	Michael Yee	PNG Forrests	Baime Hydropower Project	Design	
9	11/2018	Ongoing	Owners Engineer/Expert Witness	Ali Sheeran	Gransolar	Various	Design	
10	01/2018	04/2018	Structural Engineer	Dr. Luke Menefy, Principal Engineer	TMR / Lendlease	Tweed Interchange Bridge Assessment		$500K
11	05/2016	12/2017	Structural Engineer	Mark Reynolds / Principal Project Manager/SMEC	Brisbane City Council	Kingsford Smith Drive Upgrade Project - Independent Verifier	IV	$650M

7 Skills, experience and key achievements. Expand on these attributes outlining how they demonstrate your suitability for the role. For example, describe how you have contributed as an individual on a project or how you have contributed to the project team.

No.	Description of relevant skills, experience and key achievements
1	Performing detailed structural condition assessments
2	Structural engineering
3	Construction engineering

8 Referees. Provide at least three referees with at least two must be external to your company.

No.	Name	Position	Phone/Mobile	Company	Project
1	Ali Sheeran	Principal Structural Engineer	[redacted]	SMEC Australia Pty Ltd	Various Bridges and Structures
2	Mark Reynolds	Principal Project Engineer	[redacted]	SMEC Australia Pty Ltd	Kingsford Smith Drive Upgrade
3	Michael Yee	Principal Hydropower Engineer	[redacted]	SMEC Australia Pty Ltd	Various Hydropower Projects

FORM A2: CV Template

Dr Ross PRITCHARD

1 Curriculum Vitae

Company Name	SMEC Australia Pty Ltd
Phone	[redacted]
Mobile	[redacted]
Email	[redacted]
Availability timeframe	As required
Description of role	Structures Technical Expert - Structures
No. of years' experience relevant to this role	40+ years



2 Academic Qualifications

No.	Degree or Certificate	Institution	Year of Graduation
1	Bachelor of Engineering (Civil)	University of Queensland	1976
2	Master of Engineering Science (Civil)	University of Queensland	1983
3	Doctor of Philosophy (Civil Engineering)	University of Queensland	2008

3 Professional Qualifications

No.	Qualification	Certificate Number	Current (Yes/No)	Expiry Date
1	RPEQ (Civil and Structural)	3484	Yes	30/6/2021
2	FIEAust	163424	Yes	30/6/2021
3	National Engineer Register and CPEng	163424	Yes	30/6/2021

4 Career Summary

With over 40 years of experience in bridge design and civil engineering, Ross brings strong technical, management and strategic leadership experience. Prior to joining SMEC, Ross spent almost four decades with Queensland Department of Transport and Main Roads, where his most recent role was as Deputy Chief Engineer (Structures) Structures Branch, Engineering and Technology Division. Ross has extensive experience in leading design teams to produce outputs conforming to project requirements with-in time and budget, using innovation where necessary.

5 Project Experience. Provide a description of three (3) projects which best demonstrate your experience in relation to this application

Project Details	Response	Description of responsibilities
Employer	SMEC Australia	Aged Asset Specialist responsible for the Tier 2 assessment of 7 bridges on Bruce Highway aimed at identifying the strengthening requirements of the structural elements for Type 1 Road Train. Preliminary and Detailed design of the strengthening's and rectification of other issues identified in Level 2 and Level 3 inspections of the bridges.
Role	Aged Asset Specialist	
Part Time / Full Time	Part time	
Reporting to (name/ position/ company)	Shyama Fernando, SMEC	
Project duration (from to date)	07/2020 - present	
Project name/location	Bruce Highway 10D, 10E and 10F Bridge Strengthening (Gin Gin to St Lawrence) PD DD	
Client	TMR	
Project scope of work	Assessment and option	
Project Value (excl. GST)	$200,000	
Contract Type[1]	Not applicable	
Time spent on the project	5 mths to date	

Project Details	Response	Description of responsibilities
Employer	SMEC Australia	The project involved the upgrade and widening sections of the Logan and Gateway Motorways; including retaining walls, a number of bridge structures and sign gantries. Ross provided expert advice on several matters throughout the design and construction phases of the project. During design phase Ross provided expert technical advice on integral bridge design and steel gantry structures including a 65m span truss. During the
Role	Technical Principal Structural Engineer	
Part Time / Full Time	Part time	
Reporting to (name/ position/ company)	Paul Bradbury, SMEC	
Project duration (from to date)	04/2018 to 12/2019	

[1] Contract type e.g. TIC-CO,MIC, D&C, Alliance, ECI etc

Project name/location	Logan Enhancement Project, Logan QLD	construction phase, Ross provided advice to contractor RFIs on a range of issues such as steel procurement and remediation of damaged structures.
Client	HIG/ Department of Transport and Main Roads	
Project scope of work	Assessment	
Project Value (excl. GST)	$512M	
Contract Type	D&C	
Time spent on the project	20 months	

Project Details	Response	Description of responsibilities
Employer	SMEC Australia	Ross has been involved in the assessment of John Row bridge. This assessment has involved a Tier 1 and Tier 2 assessment including additional work to assess current "as of right" vehicles using the road. The bridge was determined to be deficient in shear strength. Proposal to improve the shear strength included the use of carbon fibres and widening the web. An innovative solution using widening of the web has been presented as a means of providing an economic solution. Ross' role in the project is as the independent structural reviewer and independent verifier of the project.
Role	Structural Reviewer and Verifying Engineer	
Part Time / Full Time	Part time	
Reporting to (name/ position/ company)	Pieter de Boer, SMEC	
Project duration (from to date)	02/2020 to Present	
Project name/location	Northern District Bridge and Culvert Renewal Program	
Client	TMR	
Project scope of work	Assessment of bridges and culverts in northern district	
Project Value (excl. GST)	$600,000	
Contract Type	Design only	
Time spent on the project	20 months	

6 Role History. Provide a list of roles/projects in reverse chronological order which supports the mandatory experience requirements specified for the role you are applying for.

Recent Experience								
No	From Date: month/ year	To Date: month/ year	Role	Reporting to (name/ position)	Client/ Company	Project Name/ location	Contract Type[2]	Project Value ($)
1	July 2020	Present	Aged Asset Specialist	Shyama Fernando, SMEC	TMR	Bruce Highway 10D, 10E and 10F Bridge Strengthening / (Gin Gin to St Lawrence)	PD, DD	$200,000
	02/2020	Present	Structural Reviewer and Verifying Engineer	Pieter de Boer, SMEC	TMR	Northern District Bridge and Culvert Renewal Program	Design	$600,000
2	04/2018	12/2019	Technical Principal Structural Engineer	Paul Bradbury, SMEC	HIG / TMR	Logan Enhancement Project (LEP) / Logan, Qld	Design and Construct	$512 million
3	05/2018	12/2019	Lead Structural Engineer	Sheng Dong / SMEC Project Manager	City of Gold Coast	Sundale Bridge Upgrade / Nerang River, Gold Coast, QLD	Design	$750,000
4	04/2019	12/2019	Lead Structural Engineer	Dan Woolcoot, Lendlease	Lendlease /TMR	Tweed Interchange Bridge Investitive Report on Condition, Tugun Bypass Project / NSW QLD border	Design	$250,000
5	04/2018	12/2019	Structural Reviewer and Verifying Engineer	Alistair Smith, SMEC	TMR	Intersection Upgrade of Cunningham Highway – 8 Mile Bridge, Warwick	Design	$550,000
6	Feb 2019	X	Technical Advisor on structural design of gantries and welding procedures for CPS	Jared Cooke, CPS Manager	Transurban	Logan Motorway, Logan	Design and Construct	$510 million
7	December 2019	Feb 2019	Technical Advisor Structures to Major Roads Projects Victoria	D Barton, Project Manager	Major Road Projects Victoria	Monash Freeway Upgrade 2, Melbourne	D&C	$770 million

[2] Contract type e.g. TIC-CO, MIC, RMPC, D&C, Alliance, ECI etc

8	December 2018	June 2019	Technical Advisor on Gateway Upgrade North on remedial work in CPS	B Godfrey, Project Manager	TMR / Transurban	GUN, Northern Brisbane	Design and Contract	$1.1 billion
9	January 2015	July 2016	Structural technical review lead	Bruce Ollason, TMR, Project Director	TMR	Toowoomba Second Range Crossing	PPP	$1.6b
10	January 2011	February 2016	Structures technical review lead	Gerald Murphy, TMR, Project Director	TMR	Moreton Bay Rail	Design and Construct	$1.2b

7 Skills, experience and key achievements. Expand on these attributes outlining how they demonstrate your suitability for the role. For example, describe how you have contributed as an individual on a project or how you have contributed to the project team.

No.	Description of relevant skills, experience and key achievements
1	Extensive, diverse experience in structural technical review of road and other transport infrastructure to meet both project specification and timelines. Member of Standards Australia BD-090 committee for AS 5100 Bridge Design.
2	Work collaboratively with multi-disciplinary teams to understand all disciplines technical requirements to achieve a technically sound outcome.
3	Extensive experience in TMR projects with a high-level of understanding of TMR technical requirements.

8 Referees. Provide three referees who can advise on your ability to undertake the role you are applying for. At least two of these referees must be external to your company.

No.	Name	Position	Phone/Mobile	Company	Project
1	Peter Evans	Deputy Chief Engineer	[redacted]	TMR	Number bridge projects
2	Huma Hussain	Director	[redacted]	TMR	Numerous designs submissions
3	Lex Vanderstaay	Director	[redacted]	TMR	Multiple bridge foundation issues

Attachment C

Ethical Supplier Threshold

Tender Schedule S10
Ethical Supplier Threshold

Queensland Government

C7810.S10

Contract Number:	**CN-17824**

Tender Schedule S10 – Ethical Supplier Threshold

It is a mandatory criterion that the Tenderer must comply with the Ethical Supplier Threshold (Threshold). Please provide the following details about the Tenderer:

From 1 August 2019, has the Tenderer:

	Contravened a civil remedy provision of chapter 2 or chapter 3 of the *Fair Work Act 2009* (Cth), or committed an offence against the *Fair Work Act*?	Yes ☐ No ☒
	Contravened a civil remedy provision of chapters 2, 3, 4, 5, or 7 of the *Industrial Relations Act 2016* (Qld), or committed an offence against the *Industrial Relations Act*, or failed to pay employment related levies, or other payments, established under the *Industrial Relations Act*?	Yes ☐ No ☒
	Failed to make superannuation contributions on behalf of employees in accordance with law?	Yes ☐ No ☒
	Purported to treat employees as independent contractors, where they are not?	Yes ☐ No ☒
	Required persons who would otherwise be employees to provide an Australian Business Number so that they could be treated as independent contractors?	Yes ☐ No ☒
	Engaged persons on unpaid work trials or an unpaid intern, where they should be treated as employees?	Yes ☐ No ☒
	Entered into an arrangement for the provision of labour hire services with a person who is not licensed under the *Labour Hire Licensing Act 2017* (Qld), or a supplier who is an unlicensed provider under the Act?	Yes ☐ No ☒
	Paid employee's wages below those provided for in an applicable modern award?	Yes ☐ No ☒

If the response to any of the question above is 'yes', please provide details and confirm if the issue has now been resolved.

I confirm the response to the above questions is true and is to the best of my knowledge. I understand this tender may not be considered and the Tenderer's prequalification status may be affected if I supply incorrect and / or misleading information.

Signature: __[redacted]____

Name of individual signing on behalf of the tenderer: _Samiul Hossain, State Manager – QLD/NT__

Tender Schedule S10
Ethical Supplier Threshold

Queensland Government

C7810.S10

Contract Number:	**CN-17824**

Tenderers should note the following:

- Compliance with the Ethical Supplier Threshold is mandatory in order for a tender to be considered. Failing to comply with the requirements of the Ethical Supplier Threshold is a 'substantial breach' in accordance with Clauses 44.2(a) and (b) of the General Conditions of Contract.
- If the response to any of the questions above is 'yes', and without valid justification to the satisfaction of the Principal, the tender may be deemed as non-conforming.
- The Principal may obtain information about the Tenderer relevant to the Tenderer's compliance with the Ethical Supplier Threshold that may be held by the QPP Compliance Unit or any Government Department or Instrumentality and take the information into account in assessing the tender.
- The Contractor acknowledges that a failure to comply with the Principal's policies that apply to the work under the proposed contract or the Contractor's obligations under the proposed contract may result in the imposition of a demerit or sanction under the Ethical Supplier Mandate, in addition to any other remedies available to the Principal under this Contract.
- Once the contract is awarded, the Contractor is required to comply with the Ethical Supplier Threshold during the contract term. The Principal reserves the right to give a show cause notice if the Principal reasonably suspect the Contractor is not complying with the Ethical Supplier Threshold.

Definitions:

- Ethical Supplier Mandate means the Queensland Government Policy titled 'Ethical Supplier Mandate' or any policy that replaces that policy;
- Ethical Supplier Threshold means the Ethical Supplier Threshold in paragraph 2.3 of the Queensland Procurement Policy;
- Government Department or Instrumentality means any governmental regulator, including Work Health Safety Queensland, the Queensland Building and Construction Commission, the Fair Work Commission and the Australian Building and Construction Commission; and
- QPP Compliance Unit means the Queensland Procurement Policy (QPP) Compliance Unit, Office of the Chief Advisor – Procurement, Department of Housing and Public Works.

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Dept of Transport and Main Roads
ABN 39407690291
PO Box 70
Spring Hill QLD 4004

CD-06

Queensland Government

Purchase order

SMEC AUSTRALIA PTY LTD
PO Box 2211
FORTITUDE VALLEY QLD 4006

Vendor Details

Vendor Number:	59329
Vendor ABN:	47065475149
Registration for GST:	Yes

Please quote Order Number on all correspondence

Order Number **2030563793**

Date 17.01.2022
Payment Terms within 28 days Due net

Purchasing Contact
Jiselle Keller 30661315

Please send Tax Invoice quoting the Order Number to

Dept of Transport and Main Roads
PO Box 70
Spring Hill QLD 4004

Item	Description	Quantity	Unit	Unit Price	Net Value
10	Contract administration (DAY)	7,966,370.00	DAY	1.00 / DAY	7,966,370.00

CN-17284 CBU Contract Admnistration from January 2022 to January 2027 Terms and Conditions as per SOA MIP118/11

"NOTE: NO GUARANTEE IS GIVEN TO THE FULL QUANTITY BEING REQUESTED FOR SUPPLY.
PLEASE EMAIL INVOICE FOR PAYMENT TO:
METROPOLITAN.FINANCE@TMR.QLD.GOV.AU "

Value	7,966,370.00	1	DAY	1.00	AUD	7,966,370.00
GST	7,966,370.00			10.000	%	796,637.00
Total Price	7,966,370.00	1	DAY	1.10	AUD	8,763,007.00

Date Required
17.01.2025

Delivery Address:
Mr. David Nghi [redacted]
Department Transport and Main Roads
15/313 ADELAIDE STREET
Brisbane QLD 4001

Total including GST **8,763,007.00**

Dept of Transport and Main Roads
ABN 39407690291
PO Box 70
Spring Hill QLD 4004

Queensland Government

Order Number 2030563793

Purchase order

Note:

1. The Supply of Goods or Services shall be in accordance with (a) the Conditions of Contract as set out in the engagement documentation, or (b) where there is no engagement documentation, the Department of Transport and Main Road's Short Form Conditions of Contract which can be found at https://www.tmr.qld.gov.au/-/media/busind/businesswithus/goodsandservicesprocurement/TMRShortFormConditionsofContractAugust2019.pdf
2. Payment is dependent upon receipt of a correctly rendered Tax Invoice.

STANDING OFFER ARRANGEMENT CONDITIONS

For the provision of Goods and/or Services

Version 003 – dated 1 July 2011

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Queensland Government

Introduction

The Department of Public Works has undertaken a major review of all the Queensland Government terms and conditions to incorporate any new legal and legislative requirements on specific issues. This review ensured that the conditions adequately address specific and emerging procurement practices and trends. Industry is very supportive of a single set of terms and conditions across Government as this reduces the costs of the tendering and contractual processes.

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Queensland Government Chief Procurement Officer
Queensland Government Chief Procurement Office
Department of Public Works
GPO Box 123
Brisbane Qld 4001

Further information may be obtained from Queensland Government Chief Procurement Office website on www.qgcpo.qld.gov.au

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STANDING OFFER ARRANGEMENT CONDITIONS

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In these Standing Offer Arrangement Conditions, unless the context otherwise requires, the following definitions will apply:

"Additional Provisions" means the departures from and additions to the Specifications or Standing Offer Arrangement Conditions and/or any additional terms and conditions that are:
(a) specified in Section 5 of the Invitation; and/or
(b) agreed between the Principal and Contractor as specified in Schedule 3 of the Deed of Agreement;

"Approved Expenses" means the Contractor's expenses (if any) which have been agreed between the Principal and Contractor, as specified in Schedule 2, and approved by the Customer prior to any expenditure being incurred, as specified in item 11 of Schedule A;

"Arrangement" refer to definition of *"Standing Offer Arrangement"*;

"Arrangement Commencement Date" means:
(a) the date specified in item 5 of Schedule 1;
(b) the date otherwise agreed in writing between the Parties; or
(c) if neither (a) nor (b) apply, the date of execution of the Deed of Agreement, and if the Deed of Agreement is executed by the Parties on different dates, the date the last Party to the Deed of Agreement gives Notice to the other Party that it has executed the Deed of Agreement;

"Arrangement Completion Date" means the expiry date specified in item 6 of Schedule 1, or as otherwise agreed in writing between the Parties, and includes an extension of that date in accordance with clause 31;

"Arrangement Term" means the term of the Arrangement, as specified in item 7 of Schedule 1;

"Business Day" means between 9.00am and 5.00pm on a day other than a Saturday, Sunday or public holiday, in relation to the:
(a) Arrangement - at the Principal's address; or
(b) Contract – at the Customer's address;

"**Conditions of Contract**" means the terms and conditions of a Contract as specified in Division B of these Standing Offer Arrangement Conditions and any Additional Provisions;

"Confidential Information" means information of, or supplied by, the Principal or Customer that:
(a) is by its nature confidential;
(b) is designated as confidential, including the information specified in item 5 of Section 1 of the Invitation (if applicable); or
(c) the Contractor knows or ought to know is confidential;
and includes information:
(d) comprised in or relating to any Intellectual Property Rights of the Principal or Customer;
(e) concerning the internal management and structure, personnel, processes and policies, commercial operations, financial arrangements or affairs of the Principal or the Customer;
(f) that is of actual or potential commercial value to the Principal or Customer; and
(g) relating to the clients or suppliers of the Principal or Customer;
but does not include information that:
(h) was already in the possession of the Contractor and not subject to an obligation of confidentiality, is lawfully received from a third party or independently developed by the Contractor; or is public knowledge other than through a breach of an obligation of confidentiality;

"Conflict of Interest" means having an interest (whether personal, financial or otherwise) which conflicts or may reasonably be perceived as conflicting with the ability of the Contractor to perform its obligations under the Arrangement or a Contract fairly and objectively;

"Contract" means a legally binding contract as agreed between a Customer and the Contractor in accordance with the Arrangement, the terms of which are set out in the Documents specified in clause 41.2;

"Contract Commencement Date" means:
(a) the date specified in item 5 of Schedule A;
(b) as otherwise agreed in writing between the Parties; or
(c) if neither (a) nor (b) apply, the date on which the Contractor is deemed to receive an Order;

"Contract Completion Date" means the expiry date specified in item 6 of Schedule A, or as otherwise agreed in writing between the Customer and Contractor, or as extended in accordance with clause 43.2;

"Contract Material" means New Contract Material and Existing Contract Material;

"Contract Term" means the term of the Contract, as specified in item 7 of Schedule A;

"Contractor" means in relation to the:
(a) Arrangement - the entity specified in item 3 of Schedule 1; and
(b) Contract – the entity specified in item 4 of Schedule A;

"Correctly Rendered Invoice" means an invoice:
(a) in which the amount claimed is due for payment in accordance with the Contract;
(b) in which the amount claimed is correctly calculated in accordance with the Contract;
(c) which correctly identifies the Goods and/or Services supplied;
(d) which, if GST applies is a valid tax invoice under the GST Legislation; and
(e) which complies with clause 11.2;

"Customer" means in relation to the:
(a) Arrangement – the State of Queensland and the entities referred to in clause 16.1, unless otherwise specified in item 4 of Schedule 1; and
(b) Contract – the State of Queensland or other entity specified in item 2 of Schedule A;

"Deed of Agreement" or **"Deed"** means the deed entered into between the Principal and Contractor including the Schedules 1, 2 and 3 as completed by the Principal, and any other attached schedules under which the Arrangement is established;

"Deliverables" means in relation to the:
(a) Arrangement - the Goods and/or Services specified in Schedule 2; and
(b) Contract – the Goods and/or Services specified in an Order;

"Delivery" means the transfer of possession of the Goods to the Customer, at the Customer's Site or other delivery address notified by the Customer to the Contractor in writing;

"Delivery Period" means the period specified in item 11 of Schedule 1, in which the Goods will be supplied and/or the Services will be performed by the Contractor to the Customer;

"Document" includes:
(a) any paper or other material on which there is writing;
(b) any paper or other material on which there are marks, figures, symbols or perforations having a meaning for persons qualified to interpret them;
(c) any article or material from which sounds, images or writings are capable of being reproduced with or without the aid of any other article or device; or
(d) a document in electronic form;

"Existing Contract Material" means any material that:
(a) exists at the Contract Commencement Date; or
(b) is produced after the Contract Commencement Date, independently of the Contract, and

which is provided in connection with or forms part of any Deliverable;

"Financial Security" means the unconditional financial security in a form set out in the '*Supplementary Provisions - Standing Offer Arrangement* ' document - '*Financial Security'* which is available from the Queensland Government Chief Procurement Office website: www.qgcpo.qld.gov.au under '*Government terms and conditions'*, or other form of unconditional financial security in a form acceptable to the Principal, as specified in item 14 of Schedule 1;

"Goods" means the material, plant, item or equipment as specified in the:
(a) Arrangement - Schedule 2; and
(b) Contract - item 10 of Schedule A;

"GST" means a goods and services tax imposed by or through the GST Legislation;

"GST Amount" means the amount of GST payable in respect of any taxable supply under the Contract, calculated at the rate of GST applicable at the time;

"GST Legislation" means *A New Tax System (Goods and Services Tax) Act 1999* (Cth) and any related tax imposition law (whether imposing tax as a duty of customs excise or otherwise) and includes any legislation which is enacted to validate, recapture or recoup the tax imposed by any of such laws;

"Intellectual Property Rights" includes all copyright, trade mark, design, patent or other proprietary rights, or any rights to registration of such rights existing in Australia, or elsewhere or as protected by legislation from time to time, whether created before, on or after the Contract Commencement Date, but excludes Moral Rights;

"Invitation to Offer" or "**Invitation**" means the documentation issued by the Principal, inviting offers for the provision of the Goods and/or Services (if applicable);

"Key Personnel" means the representatives of the Contractor specified in item 16 of Schedule A (if applicable);

"Machinery of Government Change" means a transfer of responsibility, function or operations in whole or in part, from a Queensland Government department or agency or Queensland Government Body to another Queensland Government

department or agency or Queensland Government Body;

"Moral Rights" means the right of integrity of authorship, the right of attribution of authorship and the right not to have authorship falsely attributed, more particularly as conferred by the *Copyright Act 1968* (Cth) and rights of a similar nature anywhere in the world whether existing before, on or after the Contract Commencement Date;

"New Contract Material" means any material that is created, written or otherwise brought into existence by or on behalf of the Contractor in the course of performing the Contract;

"Non-Government Organisation" or "NGO" means a body (including a private school), other than a Queensland Government department, agency or Queensland Government Body, which is:

(a) directly or indirectly, partially or entirely funded by the State of Queensland;
(b) a community based, non-profit making organisation performing community services; and/or
(c) another entity;

from time to time approved by the State of Queensland acting through the Department of Public Works - Queensland Government Chief Procurement Office to procure Goods and/or Services pursuant to a Contract in accordance with the Arrangement;

"Notice" means a notice in writing under or in connection with the Arrangement and/or Contract from one Party to the other Party;

"Occurrence" means either a single occurrence, or a series of occurrences which arise out of or in connection with the same circumstances;

"Offer" means the offer submitted by the Contractor in response to the Invitation if an Invitation was issued;

"Order" means an order:

(a) substantially in the form of Schedule A; or
(b) in another form of Document which is acceptable to the Customer and contains substantially the same information as Schedule A;

by which the Customer accepts the Standing Offer and creates a Contract between the Customer and Contractor to supply the Goods and/or perform the Services specified in the Order;

"Parties" means in relation to the:

(a) Arrangement – the Principal and the Contractor; and
(b) Contract – the Customer and Contractor;

"Performance Guarantee" means the performance guarantee, in the form set out in the '*Supplementary Provisions - Standing Offer Arrangement*'' document –'*Performance Guarantee*' which is available from the Queensland Government Chief Procurement Office website: www.qgcpo.qld.gov.au under '*Government terms and conditions*', or other form of performance guarantee in a form acceptable to the Principal, as specified in item 13 of Schedule 1;

"Personal Information" is information or an opinion, including information or an opinion forming part of a database, whether true or not, and whether recorded in a material form or not, about an individual whose identity is apparent, or can reasonably be ascertained, from the information or opinion;

"Price" and "**Pricing**" means the itemised prices and/or the price calculated by reference to a schedule of rates payable by the Customer for a Deliverable, as specified in Schedule 2 and in item 10 of Schedule A, and (unless otherwise specified in Schedule 2 or item 10 of Schedule A) is inclusive of packaging, handling, freight, GST and all other duties, taxes and charges;

"Principal" means the State of Queensland or other entity specified in item 2 of Schedule 1;

"Principal's Authorised Officer" means the person specified in item 8 of Schedule 1, who is the Principal's representative and point of contact for the Arrangement;

"Project Manager" means the person nominated by the:

(a) Principal to oversee and supervise the technical requirements of the Specifications under the Arrangement, as specified in item 9 of Schedule 1, or other person nominated from time to time by the Principal as the Project Manager; and/or
(b) Customer to oversee and supervise the technical requirements of the Specifications relating to the Contract, as specified in item 12 of Schedule A, or other person nominated from time to time by the Customer as the Project Manager;

"Queensland Government Body" means any of:

(a) a body corporate or an unincorporated body established or constituted for a public purpose by the State of Queensland legislation, or an instrument made under that legislation (including a local authority);
(b) a body established by the State of Queensland through the Governor or a Minister; or
(c) an incorporated company over which the State of Queensland exercises control;

"Records" means all material including but not limited to books, Documents, information computer software, equipment and data stored by any means disclosed, or made available, by the Principal and/or a Customer to the Contractor in connection with the performance of the Arrangement and/or any Contract and includes a copy of such material;

"Schedule" means the schedules which are part of the Arrangement and/or a Contract;

"Services" means the services as specified in the:
(a) Arrangement – Schedule 2; and
(b) Contract - item 10 of Schedule A;

"Site" means the place or places as specified in item 8 of Schedule A where the Goods and/or Services are to be supplied, installed, delivered and/or maintained;

"Specifications" means the detailed description of the Principal's requirements:
(a) as specified in Section 3 of the Invitation (if applicable); or
(b) as specified, attached or referenced in the Deed of Agreement;

"Standing Offer" means the Contractor's standing offer to supply the Goods and/or Services in accordance with the Arrangement for the Arrangement Term;

"Standing Offer Arrangement" or **"Arrangement"** means an arrangement (including without limitation a standing offer arrangement, a register of pre-qualified suppliers, panel arrangement or preferred supplier arrangement) entered into by the Principal and the Contractor by executing a Deed of Agreement which comprise the documents specified in clause 5.2; and

"Standing Offer Arrangement Conditions" or **"Arrangement Conditions"** means these terms and conditions of the Arrangement (Divisions A and B) and any Additional Provisions.

1.2 Interpretation

1.2.1 In these Standing Offer Arrangement Conditions the index and clause headings have been inserted for ease of reference only and are not intended to affect the meaning or interpretation of these Standing Offer Arrangement Conditions.

1.2.2 The following rules apply in interpreting these Standing Offer Arrangement Conditions unless the context otherwise requires:

(a) words importing a gender include the other gender;

(b) words in the singular include the plural and vice versa;

(c) all dollar amounts refer to Australian currency;

(d) a reference to any legislation includes any subordinate legislation made under it and any legislation amending, consolidating or replacing it;

(e) a reference to an entity or person includes an individual, corporation, partnership or other legal entity;

(f) a party includes its executors, administrators, liquidators, successors and permitted assigns;

(g) "consent" means prior written consent;

(h) "in writing" means either by letter, email or facsimile;

(i) a reference to a clause, attachment or annexure is a reference to a clause, attachment or annexure to these Standing Offer Arrangement Conditions;

(j) if a day on which an act is to be done is a Saturday, Sunday or public holiday in the place where the act is to be done, the act may be done on the next Business Day in that place, unless the Parties agree otherwise;

(k) if any expression is defined, other grammatical forms of that expression will have corresponding meanings, unless the context otherwise requires;

(l) a reference to a clause is a reference to all of its sub-clauses;

(m) a document or agreement or a provision of a document or agreement, is a reference to that document, agreement or provision as amended, supplemented, replaced or novated; and

(n) a Schedule forms part of the document to which it is attached.

DIVISION A – ARRANGEMENT

2. PRINCIPAL

2.1 The Principal is responsible for the administration of the Arrangement on behalf of the State of Queensland and has authority to act on behalf of the State of Queensland in this respect.

2.2 The Principal will be entitled to suspend, in accordance with clause 32, or terminate, in accordance with clause 34, the Arrangement.

3. NATURE OF THE ARRANGEMENT BETWEEN THE PRINCIPAL AND THE CONTRACTOR

3.1 A Customer may accept the Standing Offer by placing an Order with the Contractor.

3.2 A Contract is formed whenever a Customer places an Order with the Contractor for the supply of the Goods and/or Services, and the Contractor must supply the Goods and/or Services in accordance with the Arrangement and the Contract.

3.3 Nothing in the Arrangement creates any obligation on the Contractor to provide Goods and/or Services to the Principal.

3.4 Where the Principal and the Customer are the same legal entity, clause 3.3 only applies to the Principal in its capacity as Principal.

3.5 The Principal may enter into an agreement with other contractors to provide the goods and/or services which are identical or similar to the Goods and/or Services.

4. CUSTOMER MAY ENFORCE THE ARRANGEMENT

4.1 Any Customer, although not a party to the Arrangement, may take the benefit of, and seek to enforce, the Arrangement to the extent that such enforcement is required to enable the Customer to obtain the benefit of a Contract with the Contractor.

5. FORMATION OF THE ARRANGEMENT

5.1 The Arrangement is formed upon the execution of the Deed of Agreement by the Principal and the Contractor.

5.2 The following Documents constitute the entire Arrangement between the Principal and the Contractor:

(a) the Deed of Agreement (including Additional Provisions);

(b) these Standing Offer Arrangement Conditions;

(c) Specifications;

(d) Offer (to the extent accepted under the Deed of Agreement); and

(e) any other Document, in whole or in part, forming part of the Arrangement, as agreed in writing and executed by the Principal and Contractor.

5.3 Subject to clause 5.4, in the event of any conflict between the Documents specified in clause 5.2, the order of precedence to resolve the conflict will be in the above order.

5.4 Any Additional Provisions which purport to take away or reduce the entitlements that would otherwise be provided to the Principal under clause 37.11 are null and void.

5.5 The Arrangement supersedes all prior representations, agreements, statements and understandings between the Principal and Contractor, whether oral or in writing relating to the subject matter of the Arrangement.

6. ARRANGEMENT TERM

6.1 The Arrangement Term will commence on the Arrangement Commencement Date and, unless terminated sooner in accordance with clause 34, will continue until the Arrangement Completion Date.

6.2 The Arrangement Term may be extended at the entire discretion of the Principal, for a further period as specified in item 7 of Schedule 1, by Notice given by the Principal to the Contractor. Any extended Arrangement Term will be governed by the same terms and conditions as the Arrangement, unless otherwise agreed between the Parties.

7. TRANSFERABILITY / PORTABILITY OF THE ARRANGEMENT

7.1 Notwithstanding any provision of the Arrangement, the Principal is entitled, by the giving of a Notice to the Contractor, to freely transfer its rights and responsibilities under the Arrangement either in whole or in part, to a Queensland Government department or agency that is part of the same legal entity as the Principal.

7.2 Notwithstanding any provision of the Arrangement, the Principal may freely transfer its rights and responsibilities under the Arrangement, either in whole or in part, to a Queensland Government department or agency or Queensland Government Body that is not part of the same legal entity as the Principal, but only as a consequence of a Machinery of Government Change.

7.3 If clause 7.2 applies, the Contractor must execute a deed of novation in a form as set out in the '*Supplementary Provisions Standing Offer Arrangement*' document available from the Queensland Government Chief Procurement Office website: www.qgcpo.qld.gov.au under '*Government terms and conditions*' or by contacting the Principal's Authorised Officer. The Contractor must execute and return this deed of novation to the Principal within five (5) Business Days from receipt of a Notice from the Principal advising of the transfer and requiring the Contractor to execute the deed of novation.

8. ROLE OF THE PRINCIPAL'S AUTHORISED OFFICER AND PROJECT MANAGER

8.1 The Principal's Authorised Officer will be the primary liaison and point of contact between the Principal and the Contractor in relation to the management of the Arrangement, any variations to the Goods and/or Services, or any matters affecting the terms and conditions of the Arrangement.

8.2 The Contractor must:

(a) liaise with and report to the Principal's Authorised Officer about the performance of the Arrangement;

(b) attend meetings with, or provide briefings to the Principal's Authorised Officer, as required from time to time; and

(c) promptly comply with any request or direction given by the Principal's Authorised Officer, in accordance with the Arrangement, in relation to the performance of the Arrangement.

8.3 The Project Manager is the Principal's technical representative responsible for the detail and accuracy of the Specifications in the Arrangement. The Project Manager is not authorised either apparently or ostensibly to amend the Arrangement or enter into any Contract on behalf of the Principal.

8.3 The Contractor must:

(a) liaise with and report to the Project Manager about the supply of the Goods and/or the performance of the Services;

(b) attend meetings with, or provide briefings to the Project Manager, as required from time to time; and

(c) promptly comply with any request or direction given by the Project Manager, in accordance with the Arrangement, about the supply of the Goods and/or performance of the Services.

9. LIST OF GOODS AND/OR SERVICES AND PRICING UNDER THE ARRANGEMENT

9.1 The Contractor agrees to provide the Goods and/or Services at the Price specified in Schedule 2, to a Customer in accordance with the Arrangement, and any Contract formed in accordance with clause 41.

9.2 The Principal is not obliged to purchase any Goods and/or Services from the Contractor in accordance with the Arrangement.

9.3 Where the Contractor seeks to increase or decrease the Price for the Goods and/or Services to take into consideration:

(a) movements in the relevant exchange rates as it affects the Goods, if specified in Schedule 2;

(b) movements in the Consumer Price Index Brisbane (All Groups), as published by the Australian Bureau of Statistics, as it affects the Goods and/or Services, if specified in Schedule 2;

(c) other factors as they affect the Goods and/or Services, if specified in Schedule 2; and/or

(d) any variation in any tax, duty or charge as it affects the Goods and/or Services,

the Contractor must give Notice to the Principal in accordance with clause 31 and such Notice must include evidence to substantiate the basis of the Price increase or decrease.

9.4 If the Contractor's request to increase or decrease the Price for the Goods and/or Services is rejected by the Principal, the Arrangement will remain unvaried.

10 NEGOTIATION FOR INCREASED BULK PURCHASE DISCOUNTS

10.1 The Principal may request quotations from the Contractor for:

(a) discounts on volume purchases of Goods and/or Services on behalf of a Customer; and/or

(b) aggregate purchases of Goods and/or Services on behalf of Customers.

10.2 The Contractor must promptly make any negotiated volume or bulk purchase discounts available to all Customers entitled to the benefit of the Arrangement, for future Contracts, and amend the Price to reflect the volume or bulk purchase discounts.

11. PAYMENT

11.1 The Price will be payable in the manner specified in Schedule 2. The Contractor must submit a Correctly Rendered Invoice to the Customer, and the Customer will pay the Correctly Rendered Invoice at the times specified in item 10 of Schedule A.

11.2 The Correctly Rendered Invoice submitted by the Contractor must:

(a) specify the Goods and/or Services and the name of the Customer's Project Manager (if applicable);

(b) identify the Order number and specific details pertaining to that Order (if applicable);

(c) include sufficient details to allow the Customer to assess progress against milestones (if applicable);

(d) for Services carried out on a time basis, be supported by records of time spent by individuals involved in the Services and verified by the Contractor;

(e) itemise Approved Expenses claimed; and

(f) identify any discounts given.

11.3 Upon receipt of an invoice, the Customer may require the Contractor to provide additional information or documentary evidence to enable the Customer to determine whether or not an amount is payable.

11.4 A Customer may pay a Correctly Rendered Invoice by either corporate credit card, of a type accepted by the Contractor, or by an electronic facility as specified in Schedule 2.

11.5 The Contractor must not charge, or pass on to, the Customer any fees, costs or charges associated with the use of the corporate credit card or electronic facility.

12. GST

12.1 The Price is inclusive of GST and:

(a) the Customer is not required to pay a GST Amount in addition to the Price; and

(b) the Contractor must remit the GST Amount to the Commissioner of Taxation in accordance with the GST Legislation.

12.2 Where the amount of GST collected by the Contractor under the Contract differs, for any reason, from the amount of GST paid or payable by the Contractor to the Commissioner of Taxation, including but not limited to:

(a) an amendment to the GST Legislation;

(b) the issue of a ruling or advice by the Commissioner of Taxation;

(c) a refund of GST to the Contractor in respect of any supply made under the Contract; or

(d) a decision of any tribunal or court;

then the Contractor must issue an appropriate GST adjustment note and the difference must be paid by or to the Customer as the case may be.

13. REQUIREMENTS FOR GOODS AND/OR SERVICES

13.1 All Goods and/or Services provided by the Contractor to a Customer under a Contract in accordance with the Arrangement, unless otherwise specified by the Principal, must comply in all aspects with:

(a) the terms of the Arrangement and any Contract, including but not limited to the Specifications;

(b) applicable legislative requirements;

(c) any applicable Government code, policy or guideline; and

(d) any current Australian/New Zealand Standard and where an Australian/New Zealand Standard does not exist, the relevant current International Standard (ISO);

including any that may be introduced or varied during the Arrangement Term, which govern the provision of the Goods and/or Services.

13.2 All Goods supplied by the Contractor to a Customer must be in a new and unused condition and of recent origin, unless otherwise specified in item 10 of Schedule 1.

13.3 All Goods supplied by the Contractor to a Customer must be suitably packed and otherwise appropriately prepared for transportation.

13.4 Risk and title in the Goods (free of all encumbrances and interests) will pass to a Customer upon Delivery.

13.5 Without limiting the Contractor's obligations, the Contractor must ensure that any manufacturer's or supplier's warranty that applies to the Goods will be transferred to a Customer, at no cost to the Customer.

13.6 Without limiting any other rights a Customer may have, where any part of the Goods are not supplied in accordance with the Contract, a Customer may at its entire discretion, by Notice to the Contractor:

(a) reject the Goods, or part of the Goods;

(b) require the Contractor to promptly supply or supply again the Goods, or part of the Goods; and/or

(c) require the Contractor to promptly correct any defect or omission.

13.7 Where a Customer rejects Goods in accordance with clause 13.6:

(a) a Customer is not required to pay for the rejected Goods, and any amounts paid by the Customer in respect of the rejected Goods must be refunded by the Contractor within ten (10) Business Days of the Notice given in accordance with clause 13.6; and

(b) a Customer may either return any rejected Goods to the Contractor or by Notice to the Contractor, require the Contractor to remove the rejected Goods within five (5) Business Days of receipt of the Notice by the Contractor.

13.8 The Contractor must meet all costs of and incidental to the discharge of its obligations in accordance with clauses 13.6 and 13.7(b), including, but not limited to, any packaging, handling, freight, disassembly and reassembly costs.

14. CONTRACTOR'S OBLIGATIONS

14.1 The Contractor will be responsible for the supply and/or performance of all personnel and/or equipment, necessary for the proper supply of the Goods and/or performance of the Services.

14.2 When supplying the Goods and/or performing the Services, the Contractor must:

(a) take all measures to protect people and property;

(b) avoid unnecessary interference with the passage of people and vehicles; and

(c) prevent nuisance and unreasonable noise and disturbance.

14.3 The Contractor:

(a) warrants that it has the necessary skills and expertise to complete the Contract; and

(b) will ensure that its officers, employees, agents and sub-contractors have the necessary skills and expertise to perform those obligations of the Contract, which are allocated to them by the Contractor.

15. TRANSACTING WITH A CUSTOMER

15.1 The Contractor acknowledges that there has been no representation by the Principal (even if the Invitation invited offers for a common use whole-of-government supply strategy) that on the entering into of the Arrangement, the Contractor will necessarily receive any orders from any Customer in accordance with the Arrangement.

15.2 A Customer may enter into a Contract with the Contractor by placing an Order at any time until the Arrangement Completion Date, and the Contractor will be bound by any such Order, unless the Arrangement:

(a) is suspended; or

(b) has been terminated,

at the time the Order is placed.

15.3 An Order will be deemed to be received:

(a) if posted – two (2) Business Days after the date of posting;

(b) if delivered by hand during a Business Day – on the date of delivery;

(c) if faxed - on the date the sender's facsimile machine notes a complete and successful transmission; or

(d) if emailed – on the date recorded on the device from which the Customer sent the email, unless the Customer receives an automated message that the email has not been delivered,

except that a delivery by hand, fax or email received after 5:00pm (local time of the receiving Party) will be deemed to be given on the next Business Day.

15.4 The Arrangement is not an exclusive arrangement with the Contractor, even if the Invitation invited offers for a common use whole-of-government supply strategy, and the Customer may, at its entire discretion, enter into a contract with other contractors to provide the Goods and/or Services.

15.5 A Customer is not obliged to request any or a minimum number of Goods and/or Services from the Contractor under the Arrangement.

16. UTILISATION OF THE ARRANGEMENT BY OTHER ENTITIES

16.1 The Principal reserves the right to allow Queensland Government departments or agencies, Queensland Government Bodies, Non-Government Organisations and/or the Commonwealth, States or Territories to purchase the Goods and/or Services under the Arrangement.

17. DELIVERY PERIOD

17.1 The Contractor agrees to supply the Goods and/or perform the Services in the Delivery Period specified in item 11 of Schedule 1, to a Customer in accordance with the Arrangement and any Contract.

18. PERFORMANCE REVIEW

18.1 A periodic review of the Contractor's performance in respect of the Arrangement and any Contract will be undertaken by the Principal to assess the Contractor's performance and its eligibility to continue to be a participant in the Arrangement. The extent of the Goods and/or Services covered by the performance review will be based on the Contractor's performance under the Arrangement and the performance review criteria (e.g. key performance indicators or performance standards) as specified in item 12 of Schedule 1.

18.2 The Contractor must also attend any Arrangement performance evaluation meetings and provide such documentation, reports and data as specified in item 12 of Schedule 1, as and when required by the Principal.

18.3 The Principal will monitor the performance of the Contractor annually, or such other period as specified by the Principal, during the Arrangement Term.

19 PERFORMANCE GUARANTEE

19.1 The Contractor must, if specified in item 13 of Schedule 1, or if requested by the Principal during the Arrangement Term, arrange within ten (10) Business Days from receipt of a Notice, or such other period agreed between the Parties, for a guarantor, approved by the Principal, to execute a Performance Guarantee in a form acceptable to the Principal.

19.2 The Performance Guarantee will be held as security for the due and proper performance of all obligations of the Contractor under any Contract established as a result of the Arrangement.

19.3 All charges incurred by the Contractor in obtaining, maintaining and releasing the Performance Guarantee in accordance with this clause 19 must be met by the Contractor.

19.4 A Customer is entitled to rely upon the Performance Guarantee, which has been put in place by the Contractor in accordance with clause 19.1.

19.5 A claim by the Principal against the Contractor's Performance Guarantee in relation to one or more Contracts, must not have the effect of extinguishing the Performance Guarantee in relation to all other Contracts, nor will it release the Contractor from its obligations in accordance with this clause 19.

19.6 The Principal and Contractor may agree to release the Performance Guarantee on terms acceptable to the Principal.

19.7 Notwithstanding clause 19.6, upon termination of the Arrangement in accordance with clause 34, the Principal will release the Performance Guarantee to the Contractor where the Contractor has fully performed and discharged all of its obligations under the Arrangement (other than the obligations as specified in clause 38 which will survive the termination of the Arrangement) and all Contracts.

20 FINANCIAL SECURITY

20.1 The Contractor must, if specified in item 14 of Schedule 1, or if requested by the Principal during the Arrangement Term, provide within ten (10) Business Days from receipt of a Notice, or such other period agreed between the Parties, a Financial Security in a form acceptable to the Principal.

20.2 Notwithstanding this clause 20, any Financial Security which the Contractor has in place at the request of the Principal will not be available to a Customer which is a Queensland Government Body or Non-Government Organisation.

20.3 A Customer which is a Queensland Government Body or Non-Government Organisation is entitled to request its own Financial Security from the Contractor.

20.4 Where the Contractor has a Financial Security in place pursuant to a request by the Principal, subject to clause 20.5, a Customer is entitled to rely on this Financial Security.

20.5 Except where clause 20.3 applies, only the Principal may enforce the Financial Security. A Customer seeking to rely on such Financial Security must request the Principal to make a claim on its behalf.

20.6 The Financial Security must be issued by an Australian domiciled bank, insurance company or other financial institution acceptable to the Principal in its entire discretion.

20.7 The Financial Security is to be held as security for the due and proper performance of all the obligations of the Contractor under any Contract established as a result of the Arrangement.

20.8 If the Contractor fails to properly perform its obligations under a Contract and the Customer suffers loss or damage arising from, or in connection with, such failure by the Contractor, the Customer will be entitled (subject to clause 20.5) to make a claim and to receive payment for any or all such loss or damage (as ascertained and certified by the Customer, but subject to any limitation in clause 25) from the Financial Security. If the Financial Security is not sufficient to meet such payment, the unpaid amount may be recovered from the Contractor by the Customer in any appropriate court.

20.9 If any claims are made against the Financial Security at any time, the Contractor must within a period not exceeding 30 days of the claim being made, reinstate the Financial Security to the level required by the Principal in accordance with clause 20.1.

20.10 The Contractor must not take nor be entitled to take any action or proceeding to obtain an injunction or otherwise prevent a Customer from making a claim (subject to clause 20.5) or receiving a payment under the Financial Security.

20.11 The Contractor agrees that the Principal or a Customer, whilst exercising its rights in accordance with this clause, will have no liability to the Contractor of any nature (whether in negligence or otherwise) for any loss or damage suffered or incurred by the Contractor.

20.12 The Contractor must not take any action or proceeding against the Principal or attempt to recover from the Principal any amount claimed under a Financial Security that has been received by the Principal, on behalf of a Customer. The Principal

will promptly forward to the Customer any such amounts claimed under a Financial Security that have been received by the Principal on behalf of a Customer.

20.13 The Principal will release the Financial Security requested in accordance with 20.1 to the Contractor (or to whom the Contractor directs) where:

(a) the Contractor has fully performed and discharged all of its obligations under the Arrangement (other than the obligations as specified in clause 38, which will survive the termination of the Arrangement) and all Contracts; and

(b) in the reasonable opinion of the Principal, there is no prospect that money or damages will become owing (whether actually or contingently) by the Contractor to a Customer.

20.14 All charges incurred by the Contractor in obtaining, maintaining and releasing the Financial Security in accordance with this clause 20 must be met by the Contractor.

21. CONFLICT OF INTEREST

21.1 The Contractor warrants that, to the best of its knowledge, as at the Arrangement Commencement Date neither the Contractor nor any of its officers, employees, agents or sub-contractors have, or are likely to have, a Conflict of Interest in the performance of the Contractor's obligations under the Arrangement and any Contract.

21.2 If a Conflict of Interest or risk of Conflict of Interest arises during the Arrangement Term (without limitation, including work undertaken by the Contractor for any entity other than the Principal), the Contractor must immediately give Notice of the Conflict of Interest, or the risk of it, to the Principal.

21.3 The Contractor must:

(a) take all reasonable measures to ensure that its officers, employees, agents and sub-contractors do not engage in any activity or obtain any interest which is in conflict with the Contractor's ability to fulfil its obligations under the Arrangement to the Principal in good faith and objectively; and

(b) immediately give Notice to the Principal of any Conflict of Interest relating to the activities or interests of any of its officers, employees, agents or sub-contractors.

21.4 Upon receipt of a Notice in accordance with clause 21.2 or 21.3(b) or upon the Principal otherwise identifying a Conflict of Interest, the Principal may either:

(a) direct the Contractor as to how to manage the Conflict of Interest and the Contractor must comply with any reasonable direction so given by the Principal;

(b) suspend the Arrangement in accordance with clause 32.1; or

(c) elect to terminate the Arrangement in accordance with clause 34.5(a).

21.5 If clause 21.4(a) or 21.4(b) applies, the Contractor must give Notice to the Principal when the Conflict of Interest or risk of Conflict of Interest is resolved.

22. INTELLECTUAL PROPERTY RIGHTS AND MORAL RIGHTS

22.1 Title to, and Intellectual Property Rights in, all New Contract Material will, upon its creation, vest in the Party specified in item 15 of Schedule 1.

22.2 If item 15 of Schedule 1 is blank, title to, and Intellectual Property Rights in, New Contract Material vests in the Customer.

22.3 If item 15 of Schedule 1 specifies that this clause 22.3 applies or if clause 22.2 applies, title to, and Intellectual Property Rights in, New Contract Material will upon its creation vest in the Customer, and:

(a) the Contractor must ensure that during the Contract Term the New Contract Material and Records are used, copied, supplied or reproduced only for the purposes of the Contract; and

(b) after the expiration or sooner termination of the Contract (or some earlier date if required by the Customer), the Contractor must deliver to the Customer, in a format specified by the Customer, all New Contract Material and Records.

22.4 If item 15 of Schedule 1 specifies that this clause 22.4 applies, title to, and Intellectual Property Rights in, New Contract Material will, upon its creation, vest in the Contractor, and the Contractor grants, and will ensure that relevant third parties grant, to the Customer a paid-up, non-exclusive, non-transferable, irrevocable, perpetual licence (including the right to sub-licence) in respect of the New Contract Material (and any future development of that New Contract Material), without additional cost to the Customer to:

(a) use, exploit and otherwise exercise all Intellectual Property Rights for any purpose of the Customer, the State of Queensland and/or a Queensland Government Body; and

(b) use or exploit (whether commercially or otherwise) for any purpose, if specified in item 15 of Schedule 1.

22.5 The Contract does not affect Intellectual Property Rights in Existing Contract Material but the Contractor grants, and will ensure that relevant third parties grant, to the Customer a paid up, non-exclusive, non-transferable, irrevocable, perpetual

licence (including the right to sub-licence) in respect of the Existing Contract Material but only as part of the Contract Material (and any future development of the Contract Material), without additional cost to the Customer to:

(a) use, exploit and otherwise exercise all Intellectual Property Rights for any purpose of the Customer, the State of Queensland and/or a Queensland Government Body; and

(b) use or exploit (whether commercially or otherwise) for any purpose, if clauses 22.2, 22.3 or 22.4(b) applies.

22.6 Intellectual Property Rights in Records will remain vested in the Principal and/or Customer, whichever Party disclosed or made available the Records to the Contractor.

22.7 If the Contractor is an individual, the individual consents to any act or omission done by the Customer in the exercise of the Intellectual Property Rights in the Contract Material granted under the Contract that might otherwise constitute an infringement of the individual's Moral Rights and without limiting this, the individual consents to:

(a) the Customer determining in its entire discretion whether or not the individual will be attributed as author of the Contract Material comprised in a Deliverable and if the individual will be attributed, that attribution will occur in a manner acceptable to the Customer;

(b) any amendments, deletion, destruction, alteration, relocation or selection, in whole or in part, of the Contract Material at the entire discretion of the Customer;

(c) the publication or communication, in whole or in part of the Contract Material; and

(d) any other acts or omissions as specified in item 15 of Schedule 1.

22.8 If the Contractor engages an individual, whether an employee, sub-contractor or volunteer, to perform work under the Contract, the Contractor must, prior to allowing that individual to commence work in respect of a Deliverable, obtain from that individual who is to create New Contract Material:

(a) all consents, permissions and assignments necessary to enable the Customer to exercise the Intellectual Property Rights granted under the Contract in full, without impediment or cost to the Customer; and

(b) without limiting clause 22.8(a), a consent from the individual to any act or omission by the Customer in the exercise of the Intellectual Property Rights in the Contract Material granted under the Contract that might otherwise constitute an infringement of the person's Moral Rights, including a consent to the acts or omissions specified in clause 22.7(a) to (d).

23. CONFIDENTIALITY

23.1 The Contractor must not, and must ensure that its officers, employees, agents and sub-contractors do not, use or disclose any Confidential Information without the Principal's consent, other than in accordance with this clause 23.

23.2 The Contractor may disclose Confidential Information:

(a) to its officers, employees, agents and sub-contractors to the extent necessary for the performance of the Arrangement, provided that the Contractor:

(i) makes such persons aware that the information is confidential; and

(ii) if specified in item 16 of Schedule 1 or directed by the Principal during the Arrangement Term, obtains from such persons a deed of confidentiality in a form acceptable to the Principal;

(b) where required by law; and/or

(c) where the Arrangement requires disclosure to a third party.

23.3 The Contractor must keep all Confidential Information in a secure location so that no unauthorised person is able to gain access to it.

23.4 Subject to clause 23.6, upon receipt of a written request by the Principal, either during the Arrangement Term or upon termination or expiration of the Arrangement, the Contractor must deliver to the Principal any Documents and/or Records in the Contractor's power, possession or control.

23.5 Subject to clause 23.4 the Contractor must:

(a) return any Documents and/or Records to the Principal upon the completion of the Arrangement; and/or

(b) destroy its files and any copy (but not the original) of any Documents and/or Records held in its file in accordance with usual business practice and any applicable legislative requirements.

23.6 If the Contractor wishes to retain a copy of any Documents and/or Records in connection with the Arrangement for the purposes of the Contractor's own reasonable internal credit, risk, insurance, legal and professional responsibilities, the Contractor must notify the Principal in writing prior to the termination or expiration of the Arrangement, identifying the Documents and/or Records and the reasons for the request for retention.

23.7 Any consent granted by the Principal may require the Contractor to return the copies to the Principal at the end of 7 years after the termination or expiration of the Arrangement. If the Principal does not make such a request, the Contractor must destroy each copy of the Documents and/or Records at the end of the 7 years after the termination or expiration of the Arrangement.

23.8 Regardless of the terms of the Principal's consent, the Contractor must maintain confidentiality and otherwise comply with the terms of the Arrangement and in relation to the Documents and/or Records during the period in which it retains a copy of the Documents and/or Records.

24. PRIVACY AND PERSONAL INFORMATION

24.1 If the Contractor collects or has access to Personal Information as a result of the Arrangement, the Contractor must:

(a) if the Principal is an "agency" other than the health department within the meaning of the *Information Privacy Act 2009* (Qld), comply with Parts 1 and 3 of Chapter 2 of that Act in relation to the discharge of its obligations under the Arrangement, as if the Contractor was the Principal;

(b) if the Principal is the "health department" within the meaning of the *Information Privacy Act 2009* (Qld), comply with Parts 2 and 3 of Chapter 2 of that Act in relation to the discharge of its obligations under the Arrangement, as if the Contractor was the Principal;

(c) ensure that the Personal Information is protected against loss and against unauthorised access, use, modification, disclosure or other misuse;

(d) not use Personal Information other than for the purposes of performing the Arrangement, unless required or authorised by law;

(e) not disclose Personal Information without the consent of the Principal, unless required or authorised by law;

(f) not transfer Personal Information outside of Australia without the consent of the Principal;

(g) ensure that access to Personal Information is restricted to those of its employees and officers who require access in order to perform their duties under the Arrangement;

(h) ensure that its officers and employees do not access, use or disclose Personal Information other than in the performance of their duties under the Arrangement;

(i) ensure that its sub-contractors and agents who have access to Personal Information comply with obligations the same as those imposed on the Contractor under this clause 24;

(j) fully co-operate with the Principal to enable the Principal to respond to applications for access to, or amendment of, a document containing an individual's Personal Information and to privacy complaints; and

(k) comply with such other privacy and security measures as the Principal reasonably advises the Contractor in writing from time to time.

24.2 The Contractor must, if specified in item 17 of Schedule 1, or if requested by the Principal during the Arrangement Term, obtain from its officers, employees, agents or sub-contractors engaged for the purposes of the Arrangement, an executed deed of privacy in a form acceptable to the Principal.

24.3 The Contractor must immediately notify the Principal on becoming aware of any breach of clause 24.1.

25. LIABILITY

25.1 The liability of a Party to the other Party under the Arrangement and/or Contract for loss or damage sustained, will be reduced proportionately to the extent that the loss or damage was caused or contributed to by the other Party's negligence, unlawful act or omission and/or failure to comply with its obligations and responsibilities under and/or in connection with the Arrangement and/or Contract or otherwise at law.

25.2 Unless otherwise agreed in writing between the Parties, the liability of a Party arising under and/or in connection with the Arrangement and/or Contract, will exclude any liability for loss of profit, revenue, goodwill or business opportunities, damage to reputation and any indirect or consequential loss.

25.3 The liability of a Party arising under and/or in connection with the Arrangement and/or Contract, will, except in relation to liability:

(a) for personal injury (including sickness, injury, death);

(b) for loss of, or damage to, tangible property;

(c) for a breach of the Intellectual Property Rights and Moral Rights in accordance with clause 22; or

(d) under an indemnity provided by the Contractor in accordance with clause 26,

be limited to the per Occurrence amount specified in item 18 of Schedule 1.

25.4 If no amount, 'nil' or an indication of $0 is specified in item 18 of Schedule 1, then the liability of a Party will be unlimited.

25.5 Each Party must use all reasonable endeavours to mitigate its loss, damage and any expenses arising under and/or in connection with a breach of the Arrangement and/or Contract, or in tort, or for any other common law or legislative cause of action arising under and/or in connection with the Arrangement and/or Contract.

25.6 Despite any other provision of the Arrangement or any Contract, the Contractor's liability under the Arrangement and any Contract (including but not limited to any liability under this clause 25 and any liability to indemnify in accordance with clause 26) is limited to the extent necessary to comply with a scheme that is in force and applies to the Contractor under the *Professional Standards Act 2004* (Qld).

26. INDEMNITY

26.1 In this clause 26:

"claim" includes any claim, action, proceeding, demand, liability, obligation, costs (including legal costs), losses, damages and expenses, including those arising out of the terms of any settlement.

26.2 The Contractor releases, discharges and indemnifies the Principal and the Customer and each of its officers and employees ("the Indemnified Persons") from and against any claim which may be brought against or made upon or incurred by any of them in connection with any:

(a) negligent or unlawful act or omission of the Contractor, its officers, employees, agents or sub-contractors;

(b) breach of the Arrangement and/or Contract by the Contractor;

(c) contravention of any legislative requirement by the Contractor, its officers, employees, agents or sub-contractors; or

(d) infringement by the Contractor, its officers, employees, agents or sub-contractors of the Intellectual Property Rights or Moral Rights of any third party,

except to the extent the claim is due to the negligent or unlawful act or omission of the Indemnified Persons.

27 INSURANCE

27.1 The Contractor warrants that it will hold and maintain for the Arrangement Term the following insurances to cover its obligations under the Arrangement and each Contract:

(a) Workers' Compensation insurance in accordance with the *Workers' Compensation and Rehabilitation Act 2003* (Qld);

(b) Public Liability insurance for the amount specified in item 19 of Schedule 1;

(c) Professional Indemnity insurance if specified in item 20 of Schedule 1 for the amount specified in that Schedule in respect of each claim, and which must be maintained by the Contractor for a continuous period of four years, after the latter of the last Contract Completion Date or termination of the last Contract, unless otherwise specified in item 20 of Schedule 1; and

(d) any other insurances specified in item 21 of Schedule 1.

27.2 The insurances must be effected with an insurer that is authorised and licensed to operate in Australia.

27.3 The Contractor warrants if it is a participating member of a scheme approved under the *Professional Standards Act 2004* (Qld) that it will hold and maintain the minimum level of insurance as specified in item 20 of Schedule 1.

27.4 The Contractor must, if requested by the Principal, promptly provide a certificate of currency for each insurance policy.

27.5 The Contractor warrants that any exclusions and deductibles that may be applicable to the insurance policies that it holds in accordance with this clause 27, will not impact on the Contractor's ability to meet any claim or otherwise prejudice the Customer's rights under a Contract.

27.6 The Contractor must immediately advise the Principal if any insurance policy, as required by this clause 27, is materially modified.

28. LICENSING REQUIREMENTS

28.1 The Contractor warrants that it will hold and maintain all requisite licenses, permits, permissions and/or authorities necessary for the provision of the Goods and/or Services.

28.2 The Contractor must, if requested by the Principal, provide evidence of compliance with its obligations under this clause to the satisfaction of the Principal.

29. INDUSTRIAL RELATIONS

29.1 The Principal and/or Customer will not become involved in industrial disputes between the Contractor and the Contractor's staff unless required to do so by an industrial authority.

29.2 During the periods of industrial disputes of any duration, the Contractor will be responsible for continued compliance with its obligations under the Arrangement and any Contract at the Contractor's expense.

30. RESOLUTION OF DISPUTES

30.1 If a dispute or difference arises between the Parties in relation to the Arrangement and/or a Contract or concerning the performance or non-performance by a Party of its obligations under the Arrangement and/or a Contract, whether raised during the performance of the Deliverables under the Contract or after the completion of the Deliverables, a Party may give Notice of the dispute to the other Party. The Parties must, if requested by either Party, within 10 Business Days of receipt of a Notice of dispute by a Party, refer the dispute to mediation before commencement of any litigation, other than for injunctive relief, in relation to the dispute.

30.2 The mediator, the mediator's fees and the mediation rules must be:

(a) mutually agreed upon by the Parties in writing; or

(b) in the absence of agreement, within ten (10) Business Days from receipt of a Notice of a dispute, as determined by the Chairperson of the Queensland Chapter of the Institute of Arbitrators and Mediators Australia.

30.3 The Parties agree to share the costs associated with the mediation in equal shares between them.

30.4 Notwithstanding the existence of a dispute, each Party will continue to perform its obligations under the Arrangement and/or the Contract where practicable, unless otherwise directed by the Principal or Customer.

31 VARIATION TO THE ARRANGEMENT

31.1 Except in the circumstances specified in clause 31.2, the Arrangement may only be varied by written agreement between the Parties after the Party requesting the variation has given the other Party a Notice setting out the proposed variation. The Parties must act reasonably and within a reasonable time period, in deciding whether to agree to a variation, as requested by the other Party.

31.2 The Principal may vary the terms and conditions of the Arrangement by Notice to the Contractor, when reasonably required as a result of changes in Government policy.

31.3 Where the terms and conditions of the Arrangement are varied as a result of clause 31.2, the Contractor must promptly submit in writing to the Principal any proposed variation to the Arrangement which is required as a result of this amendment. If the Parties are unable to reach agreement in relation to the Contractor's proposed variation, the provisions of clause 30 will apply to resolve the dispute.

31.4 Any variation proposed by the Contractor in accordance with clause 31.1 or 31.3 must be accompanied by evidence to substantiate such proposed variation.

31.5 Despite any other provision of this clause 31, any variation proposed by the Contractor which purport to take away or reduce the entitlements of the Principal in accordance with clause 37.11, will be deemed to be rejected by the Principal and the Arrangement will remain unvaried.

32. SUSPENSION OF THE ARRANGEMENT

32.1 The Principal at its entire discretion may suspend the Arrangement by giving Notice to the Contractor, providing details of:

(a) the period of suspension with effect from the date stated in the Notice;

(b) the reasons for the suspension; and

(c) reasonable directions in relation to subsequent performance of the Arrangement.

32.2 Where the Arrangement is suspended in accordance with clause 32.1, prior to the period of suspension expiring, the Principal will notify the Contractor in writing that either the:

(a) period of suspension has ceased to be effective from the date specified in the Notice, and each Party must resume its performance under the Arrangement;

(b) period of suspension will be extended for a period of time specified in the Notice; or

(c) Arrangement is to be terminated in whole from the date specified in the Notice, in accordance with clause 34.

32.3 The Contractor must immediately comply with any direction given by the Principal, in accordance with clause 32.1.

33. EFFECT OF SUSPENSION OF THE ARRANGEMENT

33.1 The effect of suspension of the Arrangement in accordance with clause 32 is that:

(a) the Contractor must not enter into any new Contracts during the period of suspension;

(b) any existing Contracts will not, unless the Contract requires it, be affected in any way whatsoever; and

(c) otherwise, all other rights and obligations of the Parties will continue under the Arrangement.

34. TERMINATION OF THE ARRANGEMENT

34.1 The Principal may terminate the Arrangement, in whole or in part, for convenience by giving 30 days Notice or such other reasonable period determined by the Principal, to the Contractor.

34.2 The Principal will not be liable for payment to the Contractor for any compensation arising from the termination of the Arrangement, including without limitation compensation relating to loss of profit, revenue, goodwill or business opportunities, damage to reputation or indirect or consequential loss.

34.3 Without limiting clause 34.5, where the Contractor commits any breach of the Arrangement the Principal may by Notice require the Contractor to show cause, by the date specified in the Notice, why the Principal should not terminate the Arrangement.

34.4 If the Contractor fails to show reasonable cause by the date specified in the Notice in clause 34.3, then the Principal is entitled upon Notice to the Contractor to terminate the Arrangement.

34.5 The Principal may immediately terminate the Arrangement by Notice to the Contractor if:

(a) the Contractor gives Notice in accordance with clause 21.2 or 21.3(b) or the Principal otherwise identifies a Conflict of Interest;

(b) the Principal is satisfied that the Contractor has breached any part of clause 37.1;

(c) the Contractor fails to provide the Performance Guarantee in accordance with clause 19 or Financial Security in accordance with clause 20;

(d) the Contractor breaches any part of clauses 27 and 28;

(e) the Contractor:

(i) becomes insolvent or bankrupt or being a company goes into liquidation or has instituted against it any action or proceeding which has an object or may result in bankruptcy or liquidation;

(ii) has a receiver or a receiver and manager appointed or a mortgagee goes into possession of any of its assets or becomes subject to any form of external administration;

(iii) enters into an arrangement with its creditors or otherwise takes advantage of any laws in force in connection with insolvent debtors; or

(iv) is wound up, voluntarily or involuntarily; or

(f) the Contractor indicates that it is unable or unwilling to comply with its obligations under the Arrangement or any Contracts in accordance with the Arrangement.

34.6 Termination of the Arrangement for any reason is without prejudice to any rights of the Principal under the Arrangement or at common law, including the right to claim damages for breach of the Arrangement.

34.7 If the Arrangement is terminated, discharged or in any other way comes to an end, in whole or in part, whether in accordance with this clause 34 or in any other way, no Contract will, unless the Contract requires it, be affected in any way whatsoever.

35. TERMINATION OF A CONTRACT

35.1 If a Customer lawfully terminates a Contract for breach by the Contractor, the Principal may at its entire discretion suspend the Contractor from the Arrangement in accordance with clause 32, or terminate the Arrangement in accordance with clause 34.

35.2 Notwithstanding clause 35.1, termination of a Contract by either the Contractor or the Customer for any reason will not affect the continuation of the Arrangement except as stipulated in the Arrangement.

36. NOTICES RELATING TO THE ARRANGEMENT

36.1 Any Notice which may be given to or served on either Party under the Arrangement must be sent or delivered to the following respective addresses:

(a) for the Principal – as specified in item 22 of Schedule 1; or

(b) for the Contractor – as specified in item 23 of Schedule 1;

or such other address as a Party may subsequently notify to the other Party in writing in accordance with this clause.

36.2 Notwithstanding clause 36.1, if the Contractor is a company then the Principal may serve a Notice at any time to the Contractor's registered office.

36.3 A Notice to be given or served in accordance with clauses 32, 34 or 35 must not be sent via email.

36.4 A Notice will be deemed to be given:

(a) if posted – two (2) Business Days after the date of posting;

(b) if delivered by hand during a Business Day – on the date of delivery;

(c) if faxed - on the date the sender's facsimile machine notes a complete and successful transmission; or

(d) if emailed – on the date recorded on the device from which the Party sent the email, unless the sending Party receives an automated message that the email has not been delivered;

except that a delivery by hand, fax or email received after 5:00pm (local time of the receiving Party) will be deemed to be given on the next Business Day.

37. GENERAL PROVISIONS

37.1 COMMISSIONS, INCENTIVES AND COLLUSION

Commissions and Incentives

37.1.1 The Contractor must not, and must ensure that its officers, employees, agents and/or sub-contractors do not, give or offer anything to the Principal or any officer or employee of the Principal or to a parent, spouse, child or associate of an officer or employee of the Principal, including any commission, inducement, gift or reward, which could in any way tend or be perceived as attempting to influence the Principal's actions in relation to the Arrangement.

37.1.2 If the Principal discovers at any time during the Arrangement Term that the Contractor has breached clause 37.1.1, the Principal may, in addition to any other action, elect to suspend the Arrangement in accordance with clause 32 or terminate the Arrangement in accordance with clause 34.

Collusion

37.1.3 The Contractor warrants to the Principal that:

(a) except as is expressly disclosed to the Principal, its Offer was not prepared (and any variations to the Arrangement will not be prepared) with any consultation, communication, contract, arrangement or understanding with any competitor (including any contractor under an arrangement similar to this Arrangement) regarding:

(i) prices;

(ii) methods, factors or formulas used to calculate prices;

(iii) the intention or decision to submit or not to submit an offer (or request a variation) under the Arrangement;

(iv) the submission of an offer (or a request for variation) under the Arrangement that is non conforming with the terms of the Arrangement;

(v) the quality, quantity, specifications or delivery particulars of goods and/or services (including the Goods and/or Services) to which the Offer related or Arrangement relates; or

(vi) the terms of the Offer (or variation) or a competitor's offer (or variation);

(b) except with the consent of the Principal:

(i) it has not provided any benefit (including money) directly or indirectly to, or entered into any contract, arrangement or understanding to provide any benefit (including money) directly or indirectly, to any competitor (including any contractor under a similar Arrangement) relating in any way to the Arrangement;

(ii) it has not received any such benefit directly or indirectly, or entered into any contract, arrangement or understanding to receive any such benefit directly or indirectly from any competitor (including any contractor under a similar Arrangement) relating in any way to the Arrangement; and

(iii) it will not provide or receive any such benefit;

(c) except as is expressly disclosed to the Principal, it has not consulted, communicated or entered into any contract, arrangement or understanding to provide any benefit (including money), whether directly or indirectly, to a trade, industry or other association (above the published standard fee) relating in any way to the Arrangement, nor has it provided, nor will it provide any such benefit;

(d) except as is fully disclosed in the Arrangement, at the time of entering into the Arrangement, the Contractor and all corporations and persons associated with the Contractor, including directors and senior management, are not and have never been subject to proceedings relating to anti-competitive conduct in Australia or overseas; and

(e) the Contractor will notify the Principal immediately upon becoming aware that the Contractor or any corporation or person associated with the Contractor, including a director or member of senior management, becomes subject to proceedings relating to anti-competitive conduct in Australia or overseas during the Arrangement Term, by disclosing at a minimum:

(i) the names of the parties to the proceedings;

(ii) the case number;

(iii) the general nature of the proceedings; and

(iv) the outcome or current status of the proceedings.

37.1.4 The Contractor acknowledges that the Principal has entered into the Arrangement in reliance of the warranties in clause 37.1.3.

37.1.5 If the Contractor breaches clause 37.1.3, without limiting its rights under the Arrangement, the Principal may:

(a) deduct from any moneys due to the Contractor under the Arrangement, an equivalent sum as an amount due from the Contractor to the Principal; and

(b) at its entire discretion terminate the Arrangement and claim damages for breach of the Arrangement.

37.2 NO ADVERTISING

37.2.1 The Contractor must not, and must ensure that its officers, employees, agents and/or sub-contractors do not, make any public announcement or advertisement in any medium in relation to the Arrangement without the consent of the Principal.

37.3 WAIVER

37.3.1 Any failure by a Party at any time to enforce a clause of the Arrangement, or any forbearance, delay or indulgence granted by a Party to the other, will not constitute a waiver of the Party's rights.

37.3.2 No provision of the Arrangement will be deemed to be waived unless that waiver is in writing and signed by the waiving Party.

37.3.3 A waiver by a Party of a breach of any part of the Arrangement will not be a waiver of any subsequent breach of the same part nor a waiver of a breach of any other part.

37.4 GOVERNING LAW

37.4.1 The Arrangement and any Contract is governed by and construed in accordance with the laws of Queensland and the Parties submit to the non-exclusive jurisdiction of the courts of Queensland.

37.4.2 Notwithstanding clause 37.4.1, the Parties agree to exclude the application of the *Sale of Goods (Vienna Convention) Act 1986* (Qld) to the Arrangement and any Contract to the fullest extent permitted by law.

37.5 COMPLIANCE WITH ALL LAWS

37.5.1 The Contractor must comply with all relevant laws in performing its obligations under the Arrangement and any Contract.

37.6 SEVERABILITY

37.6.1 If any part of the Arrangement is determined to be invalid, unlawful or unenforceable for any reason then that part, to the extent of the invalidity, unlawfulness or unenforceability, will be severed from the rest of the Arrangement and the remaining terms and conditions will continue to be valid and enforceable to the fullest extent permitted by law.

37.7 NO SUB-CONTRACTING

37.7.1 The Contractor must not sub-contract the provision of any Goods and/or Services in accordance with the Arrangement or any Contract, without the prior consent of the Principal. Any consent given by the Principal to sub-contract:

(a) may be conditional;

(b) will not operate as an authority to transfer responsibility to the sub-contractor; and

(c) will not relieve the Contractor from any of its liabilities or obligations under the Arrangement and any Contract.

37.8 FURTHER ASSISTANCE

37.8.1 The Contractor must do all things reasonably required by the Principal to give effect to the Arrangement.

37.9 NO ASSIGNMENT

37.9.1 The Contractor must not assign, in whole or in part, its obligations or interest in the Arrangement, except with the consent of the Principal.

37.10 DISCLOSURE BY PRINCIPAL

37.10.1 The Contractor acknowledges that the Principal, its officers, employees, agents and sub-contractors may use and disclose any of the information provided by the Contractor about the Contractor, the Arrangement or the Goods and/or Services to Queensland Government departments or agencies, Queensland Government Bodies, Non-Government Organisations and/or the Commonwealth, States or Territories for any purpose in connection with the administration of the Arrangement.

37.11 RIGHT TO INFORMATION AND DISCLOSURE

37.11.1 The *Right to Information Act 2009* (Qld) (RTI Act) provides members of the public with a legally enforceable right to access documents held by Queensland Government agencies.

37.11.2 The RTI Act requires that documents be disclosed upon request, unless the documents are exempt or on balance, disclosure is contrary to the public interest.

37.11.3 Information relating to the Arrangement is potentially subject to disclosure to third parties.

37.11.4 If disclosure under the RTI Act, and/or general disclosure of information provided by the Contractor in connection with the Arrangement, would be of concern to the Contractor, because it would disclose trade secrets, information of commercial value, the purpose or results of research or other information of a confidential nature, this should be indicated by the Contractor at the time of disclosing the information to the Principal. The Principal cannot guarantee that any information provided by the Contractor will be protected from disclosure under the RTI Act.

37.11.5 Despite any other provision of the Arrangement, the Principal is entitled to publish on the Queensland Government Chief Procurement Office website: www.qgcpo.qld.gov.au under '*eTendering website for Government Suppliers*', or by any other means, the following details:

a) the name and address of the Principal and/or Eligible Customer;
b) a description of the Goods and/or Services;
c) Arrangement Commencement Date or award date;
d) value of the Arrangement;
e) name and address of the Contractor;
f) the procurement method used; and
g) where the total value of the Goods and/or Services is $10 million or more, the Principal is entitled to publish the following additional information:
   (i) Invitation details;
   (ii) Standing Offer Arrangement overview; and
   (iii) reasons for non-disclosure of procurement results (if applicable).

38. CLAUSES TO SURVIVE TERMINATION OF THE ARRANGEMENT

38.1 The following clauses will survive termination or expiration of the Arrangement:

clause 1	-	Definitions and Interpretation;
clause 4	-	Customer May Enforce Arrangement;
clause 7	-	Transferability / Portability of the Arrangement;
clause 19	-	Performance Guarantee;
clause 20	-	Financial Security;
clause 22	-	Intellectual Property Rights and Moral Rights;
clause 23	-	Confidentiality;
clause 24	-	Privacy and Personal Information;
clause 25	-	Liability;
clause 26	-	Indemnity;
clause 27.1(c)	-	Insurance;
clause 37.2	-	No Advertising;
clause 37.3	-	Waiver;
clause 37.4	-	Governing Law;
clause 37.10	-	Disclosure by Principal; and
clause 37.11	-	Right to Information and Disclosure.

DIVISION B – CONDITIONS OF CONTRACT

39. CONTRACTOR'S SUPPLY OF GOODS AND/OR SERVICES

39.1 The Contractor must supply the Goods and/or Services to the Customer in accordance with the Arrangement and the Contract.

40. CONDITIONS OF CONTRACT

40.1 The terms and conditions governing any Contract established as a result of the Arrangement will be under the terms and conditions as specified in clause 41.

41. FORMATION OF CONTRACT

41.1 The Contract comes into force when the Contractor receives an Order from the Customer by which the Customer communicates acceptance of the Contractor's Standing Offer to provide Goods and/or Services.

41.2 The following documents constitute the entire Contract, which may be established as a result of the Arrangement, between the Customer and Contractor:

(a) the Arrangement;

(b) the Order;

(c) applicable Schedules, as relevant to the supply of the Deliverable; and

(d) any other Document, in whole or in part, which the Order expressly incorporates as part of a Contract.

41.3 Subject to clause 41.4, in the event of any conflict between the Documents specified in clause 41.2, the order of precedence to resolve the conflict will be in the above order.

41.4 Despite clause 41.3, any term or condition of the Contract which purport to take away or reduce the entitlements that would otherwise be provided to a Customer under clause 63.7 are null and void.

41.5 These Standing Offer Arrangement Conditions and any Additional Provisions are incorporated into all Contracts and cannot be varied or deleted by the Contractor and/or Customer in relation to a Contract, without the consent of the Principal.

41.6 If the Contract is terminated in accordance with clause 61, the Arrangement must not, unless the Arrangement requires it, be affected in any way whatsoever.

41.7 If the Arrangement is terminated, discharged or in any other way comes to an end, in whole or in part no Contract will, unless the Contract requires it, be affected in any way whatsoever.

41.8 The Contract supersedes all prior representations, agreements, statements and understandings between the Customer and Contractor, whether oral or in writing, relating to the subject matter of the Contract.

42. CUSTOMER MAY ENFORCE THE ARRANGEMENT

42.1 The Customer, although not a party to the Arrangement, may take the benefit of, and seek to enforce, the Arrangement to the extent that such enforcement is required to enable the Customer to obtain the benefit of a Contract with the Contractor.

43. CONTRACT TERM

43.1 The Contract Term will commence on the Contract Commencement Date and, unless terminated sooner in accordance with clause 61, will continue until the earlier of the:

(a) date when all Deliverables have been provided by the Contractor to the Customer and the Customer has given Notice to the Contractor that the Deliverables have been supplied and completed in accordance with the Contract; or

(b) Contract Completion Date.

43.2 If the Deliverables have not been supplied and/or performed by the Contract Completion Date, the Contractor may seek an extension of the Contract Completion Date from the Customer, in accordance with clause 58.

44. TRANSFERABILITY / PORTABILITY OF GOODS AND/OR SERVICES

44.1 Notwithstanding any provision of the Contract, the Customer is entitled, by the giving of a Notice to the Contractor, to freely transfer its rights and responsibilities, including the use of and title to any Goods and/or Services under the Contract, either in whole or in part, to a Queensland Government department or agency that is part of the same legal entity as the Customer.

44.2 Notwithstanding any provision of the Contract, the Customer may freely transfer its rights and responsibilities, including the use of and title to any Goods and/or Services under the Contract, either in whole or in part, to a Queensland Government department or agency or Queensland Government Body that is not part of the same legal entity as the Customer, but only as a consequence of a Machinery of Government Change.

44.3 If clause 44.2 applies the Contractor must execute a deed of novation in the form set out in the '*Supplementary Provisions – Standing Offer Arrangement* ' document available from the Queensland Government Chief Procurement Office website: www.qgcpo.qld.gov.au under '*Government terms and conditions*' or other form of deed of novation in a form acceptable to the Customer, and return it to the Customer within five (5) Business Days from receipt of a Notice from the Customer advising of the transfer and requiring the Contractor to execute the deed of novation.

44.4 If the Goods and/or Services are transferred in accordance with clause 44.1 or 44.2, the Contractor:

(a) must immediately notify the Customer of any reduction in costs, including but not limited to volume discounts, which may occur; and

(b) must notify the Customer of any proposed additional fees for any additional costs directly incurred as a result of the provision of additional overall Goods and/or Services.

44.5 The Contractor agrees to negotiate with the Customer in good faith to vary or consolidate the Contract to:

(a) adjust the Price as a result of the notification of the matters raised in clause 44.4; and/or

(b) comply with any specific requirements of the Customer to which its rights and responsibilities, including the use of and title to any Goods and/or Services are, or will be, freely transferred in accordance with clause 44.1 or 44.2.

45. ROLE OF THE PROJECT MANAGER

45.1 The Project Manager is the Customer's technical representative responsible for the detail and accuracy of the Specifications in the Contract. The Project Manager is not authorised either apparently or ostensibly to amend the Contract or enter into any Contract on behalf of the Customer.

45.2 The Contractor must:

(a) liaise with and report to the Project Manager about the supply of the Goods and/or performance of the Services;

(b) attend meetings with, or provide briefings to the Project Manager, as required from time to time; and

(c) promptly comply with any request or direction given by the Project Manager, in accordance with the Contract, about the supply of the Goods and/or the performance of the Services.

46. PROVISION OF THE GOODS AND/OR SERVICES

46.1 The Contractor agrees to supply the Goods and/or perform the Services, as an independent contractor, for the Contract Term in a competent and professional manner.

46.2 The Contractor must provide the Goods and/or Services:

(a) during the Delivery Period;

(b) by the milestone dates (if milestones are specified in item 13 of Schedule A);

(c) by the Contract Completion Date; and

(d) if the Services are periodic or recurrent Services, at the times, intervals and frequency as specified in item 14 of Schedule A.

46.3 In supplying the Goods and/or performing the Services, the Contractor must:

(a) inform itself of the Customer's requirements in respect of the Goods and/or Services;

(b) consult regularly with the Customer and/or Project Manager; and

(c) exercise due skill, care and diligence.

46.4 The Contractor must ensure that:

(a) the supply of the Goods and/or performance of the Services are in accordance with any key performance indicators or performance standards as specified in the Arrangement; and

(b) all Goods and/or Services are of a high quality, professional standard and are fit for purpose.

46.5 The Customer will provide the assistance (if any) described in item 15 of Schedule A to the Contractor.

47. PERFORMANCE OF SERVICES BY KEY PERSONNEL

47.1 The Services must be performed by the Key Personnel as specified in item 16 of Schedule A, unless the Customer has consented otherwise. A person replacing one of the Key Personnel, with the Customer's consent, will be considered to be one of the Key Personnel during the person's engagement to provide the Services.

47.2 The Contractor will ensure that the Key Personnel are competent and have the necessary skills and expertise to perform the Services on which they will be engaged.

47.3 The Contractor must not without consent from the Customer:

(a) allow Key Personnel to delegate any part of the Services; or

(b) allocate tasks not connected with the Services to any of the Key Personnel who are engaged on the Services on a full time basis, until the Services allocated to that person have been completed by that person.

47.4 If any of the Key Personnel are not available to perform any of the Services allocated to them, the Contractor must immediately:

(a) notify the Customer of the circumstances; and

(b) if so requested by the Customer, arrange for replacement of that person with a person satisfactory to the Customer, at no cost to the Customer.

47.5 The Customer may, on reasonable grounds, give Notice to the Contractor to remove any Key Personnel from working on the Services. Upon receipt of such Notice under this clause 47.5, the Contractor must, at no cost to the Customer, promptly remove and replace the Key Personnel mentioned in the Notice with a person approved by the Customer.

48. PRICE AND APPROVED EXPENSES

48.1 If the Goods and/or Services are provided in accordance with the Contract, the Customer will:

(a) upon receipt of a Correctly Rendered Invoice, pay the Contractor the Price; and

(b) reimburse the Contractor for the Approved Expenses, after the Approved Expenses have been incurred by the Contractor.

48.2 The Customer will not be liable to reimburse the Contractor for expenses other than the Approved Expenses, unless the Contractor has obtained the Customer's consent.

48.3 The Price will be payable in the manner and at the times specified in item 10 of Schedule A and the Contractor must submit a Correctly Rendered Invoice for the Price at the times specified in item 10 of Schedule A.

49. PAYMENT

49.1 In accordance with the Arrangement, the Customer is not obliged to pay the Contractor for any part of the Goods and/or Services until the:

(a) Contractor has delivered to the Customer any Deliverables;

(b) Customer has certified that the Deliverables specified in the Correctly Rendered Invoice have been supplied and/or performed in accordance with the Contract; and

(c) Contractor has given the Customer a Correctly Rendered Invoice.

49.2 Despite any previous certification in accordance with clause 49.1(b) the Contractor must promptly supply or supply again, any part of the Goods and/or promptly perform or perform again, any part of the Services, certified by the Customer as not having been supplied and/or performed in accordance with the Contract. The Customer may, without limiting any other rights it may have, defer payment for that part of the Goods and/or Services until the Customer is satisfied that the Goods and/or Services have been supplied or supplied again and/or performed or performed again, in accordance with the Contract.

49.3 Unless otherwise specified in item 10 of Schedule A, the Customer will make payment within 30 days after the Contractor has submitted to the Customer a Correctly Rendered Invoice. If additional information or evidence, required by the Customer in accordance with clause 11.3, is accepted by the Customer, payment will be made 30 days after receipt of the additional information or evidence.

50 GENERAL RIGHT OF SET-OFF BY THE CUSTOMER

50.1 The Customer may deduct from any moneys due to the Contractor any sum which is payable by the Contractor to the Customer whether or not the Customer's right to payment arises by way of damages, debt, restitution or otherwise and whether or not the factual basis giving rise to the Customer's right to payment arises out of the Contract, any other contract, or is independent of any contract.

50.2 If the moneys payable to the Contractor are insufficient to discharge the liability of the Contractor to pay such sum to the Customer, the Customer may have recourse to any Financial Security provided in accordance with clause 20.

50.3 Nothing in this clause will affect the right of the Customer to recover from the Contractor the whole of such moneys or any balance that remains owing.

51. PERFORMANCE GUARANTEE

51.1 The Contractor acknowledges that the Customer is entitled to rely upon the Performance Guarantee, which has been put in place by the Contractor at the request of the Principal in accordance with clause 19.

52. FINANCIAL SECURITY

52.1 The Contractor acknowledges that where the Contractor has a Financial Security in place pursuant to a request by the Principal in accordance with clause 20, subject to clause 52.2, the Customer is entitled to rely on this Financial Security.

52.2 Only the Principal may enforce the Financial Security. A Customer seeking to rely on such Financial Security must request the Principal to make a claim on its behalf.

52.3 If the Contractor fails to properly perform its obligations under the Contract and the Customer suffers loss or damage arising from, or in connection with, such failure by the Contractor, the Customer will be entitled (subject to clause 52.2) to make a claim and to receive payment for any or all such loss or damage (as ascertained and certified by the Customer) from the Financial Security. If the Financial Security is not sufficient to meet such payment, the unpaid amount may be recovered from the Contractor by the Customer in any appropriate court.

53. COMMISSIONS, INCENTIVES AND COLLUSION

Commissions and Incentives

53.1 The Contractor must not, and must ensure that its officers, employees, agents and/or sub-contractors do not, give or offer to the Customer or any officer or employee of the Customer, or to a parent, spouse, child or associate of an officer or employee of the Customer, any commission, inducement, gift or reward, which could in any way tend or be perceived as attempting to influence the Customer's actions in relation to the Contract.

53.2 If the Customer discovers at any time during the Contract Term that the Contractor has breached clause 53.1, the Customer may in addition to any other action, elect to suspend the Contract in accordance with clause 60 or terminate the Contract in accordance with clause 61.

Collusion

53.3 The Contractor warrants to the Customer that:

(a) except as is expressly disclosed to the Customer, its Standing Offer and any variations to the Standing Offer were not prepared with (and any variations to the Contract will not be prepared with), any consultation, communication, contract, arrangement or understanding with any competitor (including a contractor under a similar contract with the Customer or a similar arrangement with the Principal) regarding:

(i) prices;

(ii) methods, factors or formulas used to calculate prices;

(iii) the intention or decision to submit or not to submit a quote (or request a variation to the Contract);

(iv) the submission of a quote (or a request for variation) that is non conforming with the terms of the Standing Offer or the Arrangement;

(v) the quality, quantity, specifications or delivery particulars of goods and/or services (including the Goods and/or Services) to which the Contract relates; or

(vi) the terms of its Standing Offer and any quote (or variation) or a competitor's quote (or variation);

(b) except with the consent of the Customer:

(i) it has not provided any benefit (including money) directly or indirectly to, or entered into any contract, arrangement or understanding to provide any benefit (including money) directly or indirectly, to any competitor (including any contractor under a similar contract with the Customer or under the Arrangement) relating in any way to the Contract;

(ii) it has not received any such benefit directly or indirectly, or entered into any contract, arrangement or understanding to receive any such benefit directly or indirectly from any competitor (including any contractor under a similar contract with the Customer or under the Arrangement) relating in any way to the Contract; and

(iii) it will not provide or receive any such benefit;

(c) except as expressly disclosed to the Customer, it has not consulted, communicated or entered into any contract, arrangement or understanding to provide any benefit (including money), whether directly or indirectly, to a trade, industry or other association (above the published standard fee) relating in any way to the Contract, nor has it provided, nor will it provide any such benefit;

(d) except as is fully disclosed to the Customer in the Contract, at the time of entering into the Contract, the Contractor and all corporations and persons associated with the Contractor, including directors and senior management, are not and have never been subject to proceedings relating to anti-competitive conduct in Australia or overseas; and

(e) the Contractor will notify the Customer immediately upon becoming aware that the Contractor or any corporation or person associated with the Contractor, including a director or member of senior management becomes subject to proceedings relating to anti-competitive conduct in Australia or overseas during the Contract Term by disclosing, at a minimum:

(i) the names of the parties to the proceedings;

(ii) the case number;

(iii) the general nature of the proceedings; and

(iv) the outcome or current status of the proceedings.

53.4 The Contractor acknowledges that the Customer has entered into this Contract in reliance of the warranties in clause 53.3.

53.5 If the Contractor breaches clause 53.3, without limiting its rights under the Contract, the Customer may:

(a) deduct from any moneys due to the Contractor under the Contract, an equivalent sum as an amount due from the Contractor to the Customer; and

(b) at its entire discretion terminate the Contract and claim damages for breach of the Contract.

54. CONFLICT OF INTEREST

54.1 The Contractor warrants that, to the best of its knowledge, as at the Contract Commencement Date neither the Contractor nor any of its officers, employees, agents or sub-contractors have, or are likely to have, a Conflict of Interest in the performance of the Contractor's obligations under the Contract.

54.2 If a Conflict of Interest or risk of Conflict of Interest arises during the Contract Term (without limitation, including work undertaken by the Contractor for any entity other than the Customer), the Contractor must immediately give Notice of the Conflict of Interest, or the risk of it, to the Customer.

54.3 The Contractor must:

(a) take all reasonable measures to ensure that its officers, employees, agents and sub-contractors do not engage in any activity or obtain any interest which is in conflict with the Contractor's ability to supply the Goods and/or perform the Services for the Customer in good faith and objectively; and

(b) immediately give Notice to the Customer of any Conflict of Interest relating to the activities or interests of any of its officers, employees, agents or sub-contractors.

54.4 Upon receipt of a Notice in accordance with clause 54.2 or 54.3(b), or upon the Customer otherwise identifying a Conflict of Interest, the Customer may either:

(a) direct the Contractor as to how to manage the Conflict of Interest and the Contractor must comply with any reasonable direction so given by the Customer;

(b) suspend the Contract in accordance with clause 60; or

(c) elect to terminate the Contract in accordance with clause 61.5(a).

54.5 If clause 54.4(a) or 54.4(b) applies, the Contractor must give Notice to the Customer when the Conflict of Interest or risk of Conflict of Interest is resolved.

55. CONFIDENTIALITY

55.1 The Contractor must not, and must ensure that its officers, employees, agents and sub-contractors do not, use or disclose any Confidential Information without the Customer's consent, other than in accordance with this clause 55.

55.2 The Contractor may disclose Confidential Information:

(a) to its officers, employees, agents and sub-contractors to the extent necessary for the performance of the Contract, provided that the Contractor:

(i) makes such persons aware that the information is confidential; and

(ii) if specified in item 17 of Schedule A or directed by the Customer during the Contract Term, obtains from such persons a deed of confidentiality in a form acceptable to the Customer;

(b) where required by law; or

(c) where the Contract requires disclosure to a third party.

55.3 The Contractor must keep all Confidential Information in a secure location so that no unauthorised person is able to gain access to it.

55.4 Subject to clause 55.6, upon receipt of a written request by the Customer either during the Contract Term or upon termination or expiration of the Contract, the Contractor must deliver to the Customer any Documents and/or Records in the Contractor's power, possession or control.

55.5 Subject to clause 55.4 the Contractor must:

(a) return any Documents and/or Records to the Customer upon the completion of the Contract; and/or

(b) destroy its files and any copy (but not the original) of any Documents and/or Records held in its file in accordance with usual business practices and any applicable legislative requirements.

55.6 If the Contractor wishes to retain a copy of any Documents and/or Records in connection with the Contract for the purposes of the Contractor's own reasonable internal credit, risk, insurance, legal and professional responsibilities, the Contractor must notify the Customer in writing prior to the termination or expiration of the Contract, identifying the Documents and/or Records and the reasons for the request for retention.

55.7 Any consent granted by the Customer may require the Contractor to return the copies of the Documents and/or Records to the Customer at the end of 7 years after the termination or expiration of the Contract. If the Customer does not make such a request, the Contractor must destroy each copy of the Documents and/or Records at the end of 7 years after the termination or expiration of the Contract.

55.8 Regardless of the terms of the Customer's consent, the Contractor must maintain confidentiality and otherwise comply with the terms of the Contract and in relation to the Documents and/or Records during the period in which it retains a copy of the Documents and/or Records.

56. PRIVACY AND PERSONAL INFORMATION

56.1 If the Contractor collects or has access to Personal Information in order to provide the Goods and/or Services, the Contractor must:

(a) if the Customer is an "agency" other than the health department within the meaning of the *Information Privacy Act 2009* (Qld), comply with Parts 1 and 3 of Chapter 2 of that Act in relation to the discharge of its obligations under the Contract, as if the Contractor was the Customer;

(b) if the Customer is the "health department" within the meaning of the *Information Privacy Act 2009* (Qld), comply with Parts 2 and 3 of Chapter 2 of that Act in relation to the discharge of its obligations under the Contract, as if the Contractor was the Customer;

(c) ensure that the Personal Information is protected against loss and against unauthorised access, use, modification, disclosure or other misuse;

(d) not use Personal Information other than for the purposes of the supply of the Goods and/or performance of the Services, unless required or authorised by law;

(e) not disclose Personal Information without the consent of the Customer, unless required or authorised by law;

(f) not transfer Personal Information outside of Australia without the consent of the Customer;

(g) ensure that access to Personal Information is restricted to those of its employees and officers who require access in order to perform their duties under the Contract;

(h) ensure that its officers and employees do not access, use or disclose Personal Information other than in the performance of their duties under the Contract;

(i) ensure that its sub-contractors and agents who have access to Personal Information comply with obligations the same as those imposed on the Contractor under this clause 56;

(j) fully co-operate with the Customer to enable the Customer to respond to applications for access to, or amendment of a document containing an individual's Personal Information and to privacy complaints; and

(k) comply with such other privacy and security measures as the Customer reasonably advises the Contractor in writing from time to time.

56.2 The Contractor must, if specified in item 18 of Schedule A or if requested by the Customer during the Contract Term, obtain from its officers, employees, agents or sub-contractors engaged for the purposes of the Contract, an executed deed of privacy in a form acceptable to the Customer.

56.3 The Contractor must immediately notify the Customer on becoming aware of any breach of clause 56.1.

57. SECURITY AND ACCESS

57.1 The Contractor must, and must ensure that its officers, employees, agents and/or sub-contractors, when entering upon the Customer's premises, dealing with the Customer's employees or members of the public, or using the Customer's facilities, equipment or resources, comply with all applicable rules, policies, standards, codes of conduct, directions and procedures of the Customer, including those relating to security, workplace health and safety and appropriate use of information and communication technology in a like manner as if they were employees of the Customer.

57.2 The Contractor must give the Project Manager and/or any other person authorised in writing by the Customer reasonable access to premises occupied by the Contractor where the Goods and/or Services are being produced and/or undertaken and must permit them to inspect any Contract Material or other material related to the Goods and/or Services.

57.3 The Project Manager and/or any other person authorised in writing by the Customer must, when attending at the Contractor's premises or facilities, comply with all applicable rules, directions and procedures as notified by the Contractor, including those relating to security or workplace health and safety, that are in effect at the premises or facilities.

58. VARIATION TO THE CONTRACT

58.1 Except for the circumstances specified in clauses 58.2 and 58.6, the Contract may only be varied by written agreement between the Parties after the Party requesting the variation has given the other Party a Notice setting out the proposed variation. The Parties must act reasonably and within a reasonable time period in deciding whether to agree to a variation, as requested by the other Party.

58.2 The Customer may vary the terms and conditions of the Contract by Notice to the Contractor, when reasonably required as a result of changes in Government policy.

58.3 Where the terms and conditions of the Contract are varied as a result of clause 58.2, the Contractor must promptly submit in writing to the Customer any proposed variation to the Contract which is required as a result of this amendment. If the Parties are unable to reach agreement in relation to the Contractor's proposed variation, the provisions of clause 30 will apply to resolve the dispute.

58.4 Any variation proposed by the Contractor in accordance with clause 58.1 or 58.3 must be accompanied by evidence to substantiate such proposed variation.

58.5 Despite any other provision of this clause 58, any variation proposed by the Contractor which purport to take away or reduce the entitlements of the Customer in accordance with clause 63.7, will be deemed to be rejected by the Customer and the Contract will remain unvaried.

58.6 The Customer may at any time serve a Notice on the Contractor requiring the Contractor to decrease or omit the supply of any part of the Goods and/or Services.

58.7 Following issue of such Notice, the Contractor will comply with the Notice and immediately take steps necessary to minimise the loss suffered by it as a result of the Notice.

58.8 Where the supply of any part of the Goods and/or Services have been decreased or omitted in accordance with clause 58.6, the Customer will pay the Contractor:

(a) for the Goods and/or Services supplied as varied by the Notice in accordance with clause 58.6; and

(b) any reasonable costs incurred by the Contractor which are directly attributable to the reduction in the Goods and/or Services. However, the Customer will not be liable to the Contractor for any loss of profits.

59. SUSPENSION OF PAYMENT

59.1 The Customer may suspend payments to the Contractor without penalty if the Contractor refuses, neglects or fails to supply and/or perform any part of the Contract, until the Goods are supplied and/or the Services performed in the manner acceptable to the Customer and in accordance with the Contract.

60. SUSPENSION OF THE CONTRACT

60.1 The Customer may at any time by Notice, direct the Contractor to:

(a) suspend work on the supply of all or any part of the Goods and/or Services for a specified period; or

(b) recommence work on the supply of all or any part of the suspended Goods and/or Services.

60.2 Where the Customer suspends the supply of the Goods and/or Services by Notice in accordance with clause 60.1(a):

(a) the Contractor must, following receipt of that Notice, immediately take all steps necessary to minimise the loss suffered by the Contractor as a result of the suspension, including taking all reasonable steps to prevent or minimise its liabilities to its suppliers, contractors and sub-contractors;

(b) the Contractor and the Customer must negotiate in good faith as to reasonable compensation payable to the Contractor for any additional costs that were reasonably and properly incurred by the Contractor as a direct result of the suspension but the compensation must not include loss of profit, revenue, goodwill or business opportunities, damage to reputation and any indirect or consequential loss, and, where the suspension is the result of any act or omission of the Contractor, the Contractor will not be entitled to payment by the Customer of any costs, expenses or any other compensation arising out of such suspension; and

(c) any previously agreed completion dates for the Goods and/or Services will be postponed by a period equivalent to the duration of the suspension.

60.3 Where the Contractor commits a breach of the Contract, the Customer may without limiting any right of action or remedy which has accrued or may accrue in favour of the Customer:

(a) give Notice to the Contractor, by a notice of suspension, that the Contract is suspended in whole or in part from the date specified in the Notice for a nominated period; and

(b) provide the Contractor with reasonable directions in relation to subsequent performance of the Contract.

60.4 The Contractor must immediately comply with any reasonable directions given by the Customer, in accordance with clause 60.3(b).

60.5 Prior to the period of suspension expiring, the Customer will notify the Contractor in writing that the:

(a) period of suspension will cease to be effective from the date specified in the Notice based on the Customer being satisfied that the issues/concerns which gave rise to the suspension have been resolved, upon which, each Party must resume its performance under the Contract from that date;

(b) period of suspension will be extended for a further period of time specified in the Notice; or

(c) Contractor must show cause, pursuant to a Notice issued by the Customer, why the Customer should not terminate the Contract from the date specified in the Notice.

60.6 If the Customer fails to notify the Contractor in writing in accordance with clause 60.5, the period of suspension will expire at the end of the nominated period and each Party must then resume its performance under the Contract.

61. TERMINATION OF THE CONTRACT

61.1 The Customer may terminate the Contract, in whole or in part, for convenience by giving 30 days Notice or such other reasonable period determined by the Customer, to the Contractor.

61.2 If the Contract is terminated in accordance with clause 61.1:

(a) the Contractor must, following receipt of that Notice from the Customer, immediately take all steps necessary to minimise the loss suffered by the Contractor as a result of the termination, including taking all reasonable steps to prevent or minimise its liabilities to its contractors and sub-contractors;

(b) subject to clause 61.2 (c), the Customer must pay to the Contractor the fees and expenses reasonably incurred by the Contractor in carrying out the Contract to the date of termination together with any costs and expenses reasonably incurred by the Contractor which are directly attributable to the termination; and

(c) the Customer will not be liable for payment to the Contractor for any compensation relating to loss of profit, revenue, goodwill or business opportunities, damage to reputation or indirect or consequential loss, or any other reason in relation to termination nor will the Customer be liable for payment to the Contractor for any amount greater than the amount that the Customer would have paid to the Contractor had the Contract been completely performed.

61.3 Without limiting clause 61.5, where the Contractor commits any breach of the Contract, the Customer may by Notice, require the Contractor to show cause by the date specified in the Notice, why the Customer should not terminate the Contract.

61.4 If the Contractor fails to show reasonable cause by the date specified in the Notice, then the Customer is entitled, upon Notice to the Contractor, to terminate the Contract.

61.5 The Customer may immediately terminate the Contract by Notice to the Contractor if:

(a) the Contractor gives Notice in accordance with clauses 54.2 or 54.3(b) or the Customer otherwise identifies a Conflict of Interest;

(b) the Principal is satisfied that the Contractor has breached any part of clause 53;

(c) the Contractor fails to provide the Performance Guarantee in accordance with clause 19 or Financial Security in accordance with clause 20;

(d) the Contractor breaches any part of clause 27 or 28; or

(e) the Contractor:

(i) becomes insolvent or bankrupt or being a company goes into liquidation or has instituted against it any action or proceeding which has an object or may result in bankruptcy or liquidation;

(ii) has a receiver or a receiver and manager appointed or a mortgage goes into possession of any of its assets or becomes subject to any form of external administration;

(iii) enters into an arrangement with its creditors or otherwise takes advantage of any laws in force in connection with insolvent debtors; or

(iv) is wound up, voluntarily or involuntarily; or

(f) the Contractor indicates that it is unable or unwilling to complete the Contract.

61.6 If the Customer terminates the Contract in accordance with clause 61.4 or 61.5, the termination is without prejudice to any rights of the Customer under the Contract or at common law, including the right to claim damages for breach of the Contract.

62. NOTICES RELATING TO THE CONTRACT

62.1 Any Notice which may be given to or served on either Party under the Contract must be sent or delivered to the following respective addresses:

(a) for the Customer - as specified in item 19 of Schedule A; or

(b) for the Contractor - as specified in item 20 of Schedule A,

or such other address as a Party may subsequently notify to the other Party in writing in accordance with this clause.

62.2 Notwithstanding clause 62.1, if the Contractor is a company then the Customer may serve a Notice at any time on the Contractor's registered office.

62.3 A Notice to be given or served in accordance with clause 60 or 61 must not be sent via email.

62.4 A Notice will be deemed to be given:

(a) if posted – two (2) Business Days after the date of posting;

(b) if delivered by hand during a Business Day - on the date of delivery;

(c) if faxed - on the date the sender's facsimile machine notes a complete and successful transmission; or

(d) if emailed – on the date recorded on the device from which the Party sent the email, unless the Party receives an automated message that the email has not been delivered;

except that a delivery by hand, fax or email received after 5:00pm (local time of the receiving Party) will be deemed to be given on the next Business Day.

63. GENERAL PROVISIONS

63.1 RELATIONSHIP OF PARTIES

63.1.1 The relationship of the Parties under the Contract is one of principal and contractor and the Contractor is not by virtue of the Contract in partnership or joint venture with the Customer and must not represent itself or allow itself to be represented as a partner, joint venturer, officer or employee of the Customer.

63.2 WAIVER

63.2.1 Any failure by a Party at any time to enforce a clause of the Contract, or any forbearance, delay or indulgence granted by a Party to the other, will not constitute a waiver of the Party's rights.

63.2.2 No provision of the Contract will be deemed to be waived unless that waiver is in writing and signed by the waiving Party.

63.2.3 A waiver by a Party of a breach of any part of the Contract will not be a waiver of any subsequent breach of the same part nor a waiver of a breach of any other part.

63.3 SEVERABILITY

63.3.1 If any part of the Contract is determined to be invalid, unlawful or unenforceable for any reason then that part, to the extent of the invalidity, unlawfulness or unenforceability, will be severed from the rest of the Contract and the remaining terms and conditions will continue to be valid and enforceable to the fullest extent permitted by law.

63.4 FURTHER ASSISTANCE

63.4.1 The Contractor must do all things reasonably required by the Customer to give effect to the Contract.

63.5 NO ASSIGNMENT

63.5.1 The Contractor must not assign, in whole or in part, its obligations or interest in the Contract, except with the consent of the Customer.

63.6 DISCLOSURE BY CUSTOMER

63.6.1 The Contractor acknowledges that the Customer, its officers, employees, agents and sub-contractors may use and disclose any of the information provided by the Contractor about the Contractor, the Contract or the Goods and/or Services to Queensland Government departments or agencies, Queensland Government Bodies, Non-Government Organisations and/or the Commonwealth, States or Territories, for any purpose in connection with the administration of the Contract.

63.7 RIGHT TO INFORMATION AND DISCLOSURE

63.7.1 The *Right to Information Act 2009* (Qld) (RTI Act) provides members of the public with a legally enforceable right to access documents held by Queensland Government agencies.

63.7.2 The RTI Act requires that documents be disclosed upon request, unless the documents are exempt or on balance, disclosure is contrary to the public interest.

63.7.3 Information relating to the Contract is potentially subject to disclosure to third parties.

63.7.4 If disclosure under the RTI Act, and/or general disclosure of information provided by the Contractor in connection with the Contract, would be of concern to the Contractor, because it would disclose trade secrets, information of commercial value, the purpose or results of research or other information of a confidential nature, this should be indicated by the Contractor at the time of the disclosing the information to the Customer. The Customer cannot guarantee that any information provided by the Contractor will be protected from disclosure under the RTI Act.

63.7.5 Despite any other provision of the Contract, the Customer is entitled to publish on the Queensland Government Chief Procurement Office website: www.qgcpo.qld.gov.au under '*eTendering website for Government Suppliers*', or by any other means, the following details:

(a) the name and address of the Customer;

(b) a description of the Goods and/or Services;

(c) Contract Commencement Date or award date;

(d) value of the Contract;

(e) name and address of the Contractor;

(f) procurement method used; and

(g) where the total value of the Goods and/or Services is $10 million or more, the Customer is entitled to publish the following additional information:

(i) Invitation details;

(ii) Contract overview; and

(iii) reasons for non-disclosure of procurement results (if applicable).

63.8 NO ADVERTISING

63.8.1 The Contractor must not, and must ensure that its officers, employees, agents and/or sub-contractors do not, make any public announcement or advertisement in any medium in relation to the Contract without the consent of the Customer.

64. CLAUSES TO SURVIVE TERMINATION OF THE CONTRACT

64.1 The following clauses will survive termination or expiration of the Contract:

clause 1 - Definitions and Interpretation;
clause 42 - Customer may Enforce the Arrangement;
clause 44 - Transferability / Portability of Goods and/or Services;
clause 51 - Performance Guarantee;
clause 52 - Financial Security;
clause 55 - Confidentiality;
clause 56 - Privacy and Personal Information;
clause 63.2 - Waiver;
clause 63.6 - Disclosure by Customer;
clause 63.7 - Right to Information and Disclosure; and
clause 63.8 - No Advertising.

STANDING OFFER ARRANGEMENT

DEED OF AGREEMENT - MIP 118/11

For the provision of Contract Administration Services

Version 005 –dated 1 July 2012

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Queensland Government

Office Use

Company	SMEC Australia Pty Ltd
ABN	ABN: 47 065 475 149 & ACN: 065 475 149
Address	220 – 226 Sharp Street, Cooma, NSW 2630
Departures	Any departures proposed by the Contractor in their ITO response that do not appear in the above table have not been accepted by the Principal and do not apply to this SOA.
Version	V6, 29/10/12 I:\PROGRAM MANAGEMENT\Procurement\PMS3\SPO Procurement\Arrangement\MIP118-11_MIP CAS\Arrangement\P208a-0712 SOA Deed of Agreement_SMEC_draft1.docx
	(Ctrl-A, F9 to update fields)

DEED OF AGREEMENT

This Deed of Agreement is made on the ....16TH....day of ....DECEMBER.... 2012

BETWEEN: THE STATE OF QUEENSLAND (acting through the Department of Transport and Main Roads of Level 18, 313 Adelaide Street, Brisbane Qld 4000

("the Principal")

AND: SMEC Australia Pty Ltd , ABN: 47 065 475 149 & ACN: 065 475 149 of 220 – 226 Sharp Street, Cooma, NSW 2630

("the Contractor")

BACKGROUND

A. The Principal wishes to establish a standing offer arrangement with the Contractor for the provision by the Contractor of Goods and/or Services to Customers in accordance with the terms and conditions of this Deed of Agreement.

B. The Contractor has agreed to supply Goods and/or Services to Customers upon the terms and conditions of any Contract formed in accordance with this Deed of Agreement.

OPERATIVE PROVISIONS

1.1 Definitions

In this Deed of Agreement, unless the context otherwise requires, the following definitions will apply. Other capitalised words and expressions used in this Deed of Agreement are defined in the Standing Offer Arrangement Conditions and have the same meaning in this Deed.

"Additional Provisions" means the departures from and additions to the Specifications or Standing Offer Arrangement Conditions and/or any additional terms and conditions that are:

(a) specified in Section 5 of the Invitation; and/or

(b) agreed between the Principal and Contractor as specified in Schedule 3;

"Deed of Agreement" or "Deed" means this Deed of Agreement including the attached Schedule 1, 2 and 3 as completed by the Principal and any other attached schedules under which the Arrangement is established;

"Standing Offer Arrangement Conditions" means the terms and conditions of the Standing Offer Arrangement (Divisions A and B) as specified in the Standing Offer Arrangement Conditions Version 004 – dated 1 July 2012, which can be located from the Department of Housing and Public Work's website: www.hpw.qld.gov.au under '*Supply and disposal/Government procurement*' and any Additional Provisions; and

"Parties" means the Principal and the Contractor.

1.2 Terms of the Standing Offer Arrangement

1.2.1 The Arrangement is formed upon the execution of this Deed of Agreement by the Principal and the Contractor.

1.2.2 The following documents constitute the entire Arrangement between the Principal and the Contractor:

(a) this Deed (including Additional Provisions);

(b) the Standing Offer Arrangement Conditions (as modified and included in this document);

(c) Specifications;

(d) Offer (to the extent accepted under the Deed of Agreement); and

(e) any other Document, in whole or in part forming part of the Standing Offer Arrangement, as agreed in writing and executed by the Principal and Contractor.

1.2.3 Subject to clause 1.2.4, in the event of any conflict between the Documents specified in clause 1.2.2 the order of precedence to resolve the conflict will be in the above order.

1.2.4 Any Additional Provisions which purport to take away or reduce the entitlements that would otherwise be provided to the Principal under clause 37.11 of the Standing Offer Arrangement Conditions are null and void.

1.2.5 The Arrangement supersedes all prior representations, agreements, statements and understandings between the Principal and Contractor, whether oral or in writing relating to the subject matter of the Arrangement.

1.3 Compliance with the Standing Offer Arrangement

1.3.1 The Parties must comply with the terms of the Standing Offer Arrangement.

1.4 Term

1.4.1 This Deed of Agreement will continue in effect for the Arrangement Term.

The Parties to this Deed of Agreement have executed the Deed of Agreement on the dates set out below.

EXECUTED AS A DEED

EXECUTION BY PRINCIPAL:

SIGNED SEALED AND DELIVERED)
for and on behalf of the STATE OF QUEENSLAND)
(acting through the Department of Transport and Main Roads)
this 27th day of November, 2012)
by an authorised officer in the presence of:)
Minky Giger, Principal Procurement Officer)
[redacted])
Signature of witness)
Trevor Los, Executive Director (State Program Office))
[redacted])
Signature of authorised officer)

EXECUTION BY CONTRACTOR:

If Contractor is a company

SIGNED SEALED AND DELIVERED)
for and on behalf of SMEC Australia Pty Ltd,)
ACN and ABN: ABN: 47 065 475 149 & ACN: 065 475 149)
in accordance with s. 127 of the Corporations Act 2001 (Cth))
this 10TH day of DECEMBER, 2012)
by TREVOR SULLIVAN)
Director (print name))
[redacted])
Signature of Director)
JONATHAN POWELL)
Director/Secretary (print name))
[redacted])
Signature of Director/Secretary)
in the presence of:)
BREE ROGERS)
Witness (print name))
[redacted])
Signature of Witness)

OR

If Contractor is an individual or partnership

SIGNED SEALED AND DELIVERED by:)
<<inset full name of individual/authorised signatory >>)
this <<insert date>> day of <<insert month>>, <<insert year>>)
Signature of individual/ authorised signatory)
in the presence of:)
<<insert full name of witness>>)
Signature of Witness)

Where an authorised signatory executes the Deed on behalf of the Contractor, the form of execution must indicate the source of this authority and a certified copy must be provided to the Principal.

Privacy Statement - The Principal is collecting Personal Information from the Contractor for the purpose of administering the Arrangement and any Contract. This Personal Information may be disclosed to Queensland Government departments or agencies, Queensland Government Bodies, Non-Government Organisations and/or Commonwealth, States or Territories for the purpose of administering the Arrangement and any Contract, or made publicly available in accordance with the requirements of the State Procurement Policy. Personal information will not otherwise be disclosed to any other third party without consent of the Contractor, except where authorised or required by law.

SCHEDULE 1: ARRANGEMENT DETAILS

The below Schedules 1, 2, and 3 must be read in conjunction with the Queensland Government's Standing Offer Arrangement Conditions Version 004 – dated 1 July 2012 located via: www.hpw.qld.gov.au under '*Supply and disposal/Government procurement*' and any additional standing offer arrangement conditions as detailed in Schedule 3.

No.	Reference Clause No.	Arrangement – Reference Clause Title	Arrangement Details
1.		**Arrangement Number**	No. MIP118/11
2.	1.1	**Principal**	Name: State of Queensland (acting through the Department of Transport and Main Roads ABN/ACN: 39 407 690 291 Address: Level 18, 313 Adelaide Street, Brisbane Qld 4000
3.	1.1	**Contractor**	Name: SMEC Australia Pty Ltd ABN/ACN: ABN: 47 065 475 149 & ACN: 065 475 149 Address: 220 – 226 Sharp Street, Cooma, NSW 2630 Telephone: [redacted] Facsimile: Email: [redacted] Contact Person: Bevan Morley
4.	1.1 & 16.1	**Customer** The State of Queensland and all of the entities referred to in clause 16.1 are Customers.	Excluded Entities: 'Not Applicable'
5.	1.1 & 6	**Arrangement Commencement Date**	October 2012
6.	1.1 & 6	**Arrangement Completion Date**	October 2014
7.	1.1 & 6	**Arrangement Term**	Term: two (2) years Extension Period: two (2) further extensions of two (2) years each if required
8.	1.1 & 8	**Principal's Authorised Officer**	Name: Stephen How Lum Position: Assistant Director (Project Review and Procurement) Telephone: [redacted] Facsimile: Email: [redacted]
9.	1.1 & 8	**Project Manager**	Name: Minky Giger Position: Principal Procurement Officer Telephone: [redacted] Facsimile:

			Email: [redacted]
10.	13.2	**Requirements for Goods**	In accordance with the Specification contained within Section 3 of the Invitation MIP 118/11
11.	1.1 & 17	**Delivery Period**	On an 'as required' basis
12.	18	**Performance Review**	Key Performance Criteria: a) Availability of Key Personnel; b) Responsiveness to an engagement brief; c) Capability of the Key Personnel (captured at the completion of each engagement); d) Contractor's performance against the Arrangement's terms and conditions (including value added and innovative solutions).
13.	1.1, 19 & 51	**Performance Guarantee** Is a Performance Guarantee required under the Arrangement?	**Yes** ☐ **No** ☒ Not Required
14.	1.1, 20 & 52	**Financial Security** Is a Financial Security required under the Arrangement?	**Yes** ☐ **No** ☒ Not Required
15.	1.1 & 22	**Intellectual Property Rights in New Contract Material** Clause 22.3 applies: Intellectual Property Rights in New Contract Material vest in the Customer	**Yes** ☒ **No** ☐
	1.1, 22.7 & 22.8	**Moral Rights**	Not Applicable
16.	23	**Confidentiality** Is the Contractor required to obtain from its officers, employees, agents and sub-contractors an executed deed of confidentiality? The Contractor must complete and attach a deed of confidentiality in a form acceptable to, or provided by, the Principal, which will be relied upon under the Arrangement for all Contracts. (Attachment A)	**Yes** ☒ **No** ☐
17.	1.1 & 24.2	**Privacy & Personal Information** Is the Contractor required to obtain from its officers, employees and sub-contractors an executed deed of privacy? The Contractor must complete and attach a	**Yes** ☒ **No** ☐

		deed of privacy in a form acceptable to, or provided by, the Principal, which will be relied upon under the Arrangement for all Contracts. (Attachment A)	
18.	25	**Liability** Specify the amount of the liability cap (e.g. an amount of $(x) million or (y) times the value of any Contracts established as a result of the Arrangement.	Three (3) times the value of any Contracts established as a result of the arrangement.
19.	27.1(b)	**Insurance – Public Liability** Is Public Liability insurance required? *Public liability insurance covers liability for personal injury and property damage. Typically the amount is at least $10 million per claim depending upon the Risk Assessment.*	**Yes** ☒ **No** ☐ If "**YES**" then specify the following: Sum Insured: $10,000,000 Policy No.: 31 A267708 PLB Insurance Provider: Jardine Lloyd Thompson Limited Named Insured: SMEC Holdings Limited, Snowy Mountain Engineering Corporation Limited, SMEC Development Holdings Limited and subsidiary Expiry Date of Policy: 30 November 2012
20.	27.1(c) & 27.3	**Insurance - Professional indemnity** Is Professional Indemnity Insurance required? *Professional indemnity insurance covers the consequences of a breach of professional duty and professional negligence. It is only required where relevant, (e.g. if you engage an accountant to provide professional accounting services).* Is the Professional Indemnity insurance to be maintained for an alternative period? (i.e. other than four years after the latter of the last Contract Completion Date or termination of the last Contract)	**Yes** ☒ **No** ☐ If "**YES**" then specify the following: Sum Insured: $1,000,000 (Insured for $2,000,000) Policy No.: ECUL-PL-002-2011 Insurance Provider: Engineering Consultants Underwriters LTD. Named Insured: SMEC Holdings Limited, SMEC Developments Holdings Limited and their subsidiaries and Joint Ventures. Expiry Date of Policy: 30 June 2012 **Yes** ☐ **No** ☒ **Yes** ☐ **No** ☒
21	27.1(d)	**Insurance - Other insurances** Is other insurance required?	**Yes** ☒ **No** ☐

			If "YES" then specify the following: Type of insurance: Work Cover Sum Insured: N/A Policy No: WAA960748117 Insurance Provider: WorkCover Queensland Named Insured: Snowy Mountain Engineering Corporation Expiry Date of Policy: 30 June 2012
22.	1.1 & 36.1(a)	**Notices relating to the Arrangement - Principal's address for notices**	Address: Level 18, 313 Adelaide Street, Brisbane Qld 4000 Facsimile No: [redacted] Email Address: [redacted]
23.	1.1 & 36.1(b)	**Notices relating to the Arrangement - Contractor's address for notices**	Address: Level1, 154 Melbourne St, South Brisbane, QLD 4101 Facsimile No: [redacted] Email Address [redacted]
24.	37.12	**Complaint Management**	Name: Stephen How Lum Position: Assistant Director (Project Review and Procurement) Telephone: [redacted] Email: [redacted]

Privacy Statement - The Principal is collecting Personal Information from the Contractor for the purpose of administering the Arrangement and any Contract. This Personal Information may be disclosed to Queensland Government departments or agencies, Queensland Government Bodies, Non-Government Organisations and/or Commonwealth, States or Territories for the purpose of administering the Arrangement and any Contract, or made publicly available in accordance with the requirements of the State Procurement Policy. Personal information will not otherwise be disclosed to any other third party without consent of the Contractor, except where authorised or required by law.

SCHEDULE 2: SERVICES AND PRICING

PART A – Specification of Services

The following Services form part of the Arrangement.

Due to de-commissioning of Major Infrastructure Projects (MIP), the arrangement will cover current and future projects which will be managed by TMR Regions or the State Program Office.

1.1 PURPOSE

The Department of Transport and Main Roads (the Principal) seeks to establish a departmental-wide arrangement for the provision of Contract Administration Services. This arrangement aims to consolidate current systems in place across the department and will be mandated for use. The Principal is looking to engage qualified individuals across a wide range of categories on a as required basis.

1.1.1. This SOA will initially apply to a limited number of projects. On some projects TMR will take the role as Contract Administrator with additional staff sourced from this SOA. On other projects the Contractor will be invited to form a Contract Administration Team.

1.1.2. All Key Personnel are expected to maintain as a minimum the skills/qualifications and certifications listed in the respective technical briefs for each nominated role throughout the term of the SOA - refer to the attached documents titled:

- B1 Technical Brief – Contract Administrator

Academic/Professional Qualifications – Mandatory	• Possession of a degree in Civil Engineering or an equivalent Civil Engineering qualification, which is accepted by the Institution of Engineers Australia. • Registration as a Registered Professional Engineer of Queensland (RPEQ).
Role and Responsibilities	**The Role:** The Contract Administrator is responsible for managing major transport infrastructure construction contracts as assigned and ensuring the contracts are completed to a specified standard and within budget and time. **Responsibilities:** • Contribute to the establishment and administration of major government road and transport infrastructure contracts to ensure appropriate quality standards are met and contracts are completed to time, cost and quality requirements; • Perform the role of Superintendent's Representative or Principal's Representative Agent in the administration and surveillance of contracts, in accordance with Transport and Main Roads' Standards, Contract Procedures and General Conditions of Contract; • Liaise with project, technical and operational staff to coordinate external service authorities, community industry groups, other Agencies and Local Government authorities affected by the works; • Manage and co-ordinate all phases of the contract administration of road and transport infrastructure projects in terms of quality, safety and environmental issues and contribute to the development and documentation of quality management procedures to facilitate the effective delivery of projects to a high standard; • Manage a team of engineers, technical staff and external advisors in the delivery of infrastructure projects, monitoring and reviewing all technical aspects of the project and ensuring that appropriate standards are adopted for project objectives; • Use appropriate monitoring and reporting mechanisms with respect to all phases of project delivery of infrastructure programs, guiding continuous improvement; • Provide reports and briefing notes on a variety of issues including the status of works, expenditure against program/project, conditions of the state road network and major incidents; and • Monitor expenditure on the works including costs of contract payments, contract administration and Principal's materials/services against the project budget, and

	forecast expenditure trends and cash flow requirements for the balance of the project.

- B2 Technical Brief – Site Engineer (Civil)

Academic/Professional Qualifications – Mandatory	• Possession of a degree in Civil Engineering or an equivalent Civil Engineering qualification, which is accepted by Institution of Engineers Australia.
Role and Responsibilities	**The Role** The Site Engineer (Civil) role contributes to, or provides, a range of professional services to support the delivery of major infrastructure projects to time, cost and quality criteria, under supervision of the Project Manager/Contract Manager. The Site Engineer also assists in the development and implementation of new projects, including managing construction of projects and provides advice to the Project/Contract Manager on project related issues and initiatives. **Responsibilities:** • Contribute to the effective management of infrastructure projects in accordance with designated time, cost and quality objectives; • Evaluate project constructability and propose proactive strategies for implementation in the management of existing and/or emerging project risks; • Monitor and report on progress, foreseeing problems and implementing corrective action to maintain objectives; • Establish project quality standards in consultation with clients, and monitor the quality of project inputs; • Make timely decisions, and provide professional advice, based on appropriate technical, commercial, operational and risk factors in a professional manner; • Manage project budgets, cash flows and funding arrangements; • Undertake detailed project and resource scheduling; • Implement appropriate procurement strategies as necessary to effectively deliver projects; • Develop and implement new project management systems, policies and procedures; and • Contribute to a safe and healthy work environment, free from discrimination and harassment by working in accordance with legislative requirements, the Code of Conduct and departmental human resource policies, including the Workplace Health and Safety requirements.

- B3 Technical Brief – Site Engineer (Electrical and ITS)

Academic/Professional Qualifications – Mandatory	• Possession of a degree in Electrical Engineering or an equivalent Electrical Engineering qualification, which is accepted by Institution of Engineers Australia
Role and Responsibilities	**The Role** The Site Engineer (Electrical and ITS) role contributes to, or provides, a range of professional services to support the delivery of major infrastructure projects to time, cost and quality criteria, under supervision of the Project Manager/Contract Manager. The Site Engineer also assists in the development and implementation of new Electrical and ITS projects, including managing construction of electrical and ITS projects and provides advice to the Project/Contract Manager on project related issues and initiatives. **Responsibilities:** • Contribute to the effective management of electrical and ITS projects in accordance with designated time, cost and quality objectives;

	• Evaluate project constructability and propose proactive strategies for implementation in the management of existing and/or emerging project risks; • Monitor and report on progress, foreseeing problems and implementing corrective action to maintain objectives; • Establish project quality standards in consultation with clients, and monitor the quality of project inputs; • Make timely decisions, and provide professional advice, based on appropriate technical, commercial, operational and risk factors in a professional manner; • Manage project budgets, cash flows and funding arrangements; • Undertake detailed project and resource scheduling; • Implement appropriate procurement strategies as necessary to effectively deliver projects; • Develop and implement new project management systems, policies and procedures; and • Contribute to a safe and healthy work environment, free from discrimination and harassment by working in accordance with legislative requirements, the Code of Conduct and departmental human resource policies, including the Workplace Health and Safety requirements.

- B4 Technical Brief – Design Engineer (Civil)

Academic/Professional Qualifications – Mandatory	• Possession of a degree in Civil Engineering or an equivalent Civil Engineering qualification, which is acceptable by the Institution of Engineers Australia. • Registration as a Registered Professional Engineer of Queensland (RPEQ).
Role and Responsibilities	**The Role** The Design Engineer is responsible for providing professional technical advice and consulting services in the planning, design and construction procedures of engineering projects to ensure a high level of quality is maintained, legal obligations are certified and to ensure fitness for purpose. **Responsibilities:** • Plan and review the engineering drawings and specifications; • Participate in engineering and planning investigations; • Analyse technical problems, assessing the feasibility of proposed techniques and procedures, and devising new approaches and alternative solutions; • Coordinate work with project manager, and guide junior professionals and technical personnel on the design and drafting of preliminary and final plans; • Oversee quality control, maintaining quality standards in all work produced, and checking computations or reviewing designs and drawings performed by others; • Manage projects by coordinating with the client, directing the design review process, coordinating the design review team, which may include other disciplines; • Undertake reviews of both temporary and permanent works designs on design and construct contracts to ensure compliance with contractual requirements, project brief, technical standards and legislation; • Coordinate reviews undertaken by specialist designers internal and external to Transport and Main Roads and facilitate mutually agreeable outcomes to design issues between design reviewers and designers; • Conduct assessments of road and bridge infrastructure to ensure quality and compliance with departmental design standards and prepare reports on recommended engineering solutions to particular problems; • Provide engineering advice for the works, including testing and product specifications; • Prepare contract documentation, supplementary specifications and specification annexures for construction, rehabilitation and maintenance activities; • Review pavement designs prepared by consultants and design staff to ensure fitness for purpose and compliance; and

	• Provide engineering expertise and mentoring to the operation of the team.

- B5 Technical Brief – Design Engineer (Electrical and ITS)

Academic/Professional Qualifications – Mandatory	• Possession of a degree in Electrical Engineering or an equivalent Electrical Engineering qualification, which is acceptable by the Institution of Engineers Australia. • Registration as a Registered Professional Engineer of Queensland (RPEQ).
Role and Responsibilities	**The Role** The Design Engineer (Electrical) is responsible for providing professional technical advice and consulting services in the planning, design and construction procedures of ITS and electrical projects to ensure a high level of quality is maintained, legal obligations are certified and to ensure fitness for purpose. **Responsibilities:** • Plan and review the engineering drawings and specifications; • Participate in engineering and planning investigations; • Analyse technical problems, assessing the feasibility of proposed techniques and procedures, and devising new approaches and alternative solutions; • Coordinate work with project manager, and guide junior professionals and technical personnel on the design and drafting of preliminary and final plans; • Oversee quality control, maintaining quality standards in all work produced, and checking computations or reviewing designs and drawings performed by others; • Manage projects by coordinating with the client, directing the design review process, coordinating the design review team, which may include other disciplines; • Undertake reviews of both temporary and permanent works designs on design and construct contracts to ensure compliance with contractual requirements, project brief, technical standards and legislation; • Coordinate reviews undertaken by specialist designers internal and external to Transport and Main Roads and facilitate mutually agreeable outcomes to design issues between design reviewers and designers; • Conduct assessments of electrical and ITS infrastructure to ensure quality and compliance with departmental design standards and prepare reports on recommended engineering solutions to particular problems; • Provide engineering advice for the works, including testing and product specifications; • Prepare contract documentation, supplementary specifications and specification annexures for construction, rehabilitation and maintenance activities; • Review electrical and ITS designs prepared by consultants and design staff to ensure fitness for purpose and compliance; and • Provide engineering expertise and mentoring to the operation of the team.

- B6 Technical Brief – Designer, Technical Advisor

Academic/Professional Qualifications – Mandatory	• Possession of a Bachelor of Engineering Technology (Civil)/Bachelor of Technology or an equivalent qualification from a recognised tertiary institution; OR • Associate Degree in Engineering (Civil) with relevant competencies equivalent to the three year degree.
Role and Responsibilities	**The Role** The Technical Advisor (Design) is responsible for providing technical advice and direction about the interpretation, application and review of relevant planning and design policies, standards, and guidelines across the range of transport infrastructure

	planning and design activities. **Responsibilities:** • Managing the delivery of a program of planning and design projects and services which support the transport infrastructure functional areas in the Region to encourage teamwork and staff development; • Provide high level technical advice, support and consultancy to professionals and technical staff on the planning and design process to ensure fitness for purpose, value for money, and best practice are achieved; • Assist in the selection of the most suitable design process for project delivery, and manage the project development to ensure compliance and successful delivery; • Undertake reviews of both temporary and permanent works designs on design and construct contracts to ensure compliance with contractual requirements, project brief, technical standards and legislation. • Coordinate reviews undertaken by specialist designers internal and external to Transport and Main Roads and facilitate mutually agreeable outcomes to design issues between design reviewers and designers; • Apply practical techniques of analysis and technical principles, identify possible problem areas and negotiate modifications or adaptations to the design briefs where necessary to achieve acceptance; • Exercise creativity and initiative in investigating, analysing and conceptualising possible design options to meet project objectives; • Demonstrate high level skills in project management in planning and design projects using project management methodologies to deliver project outcomes that meet client expectations and achieve target objectives; and • Develop and maintain effective relationships with internal and external stakeholders, including specialist groups, engineering consultants, contractors and industry suppliers, to identify and address needs, expectations and issues.

- B7Technical Brief – Inspector (Roadworks)

Academic/Professional Qualifications – Desirable	A post trade qualification in a relevant area.
Role and Responsibilities	**The Role** The Inspector (Roadworks) is responsible for managing the monitoring, auditing, evaluation and reporting on all elements of roadworks contracts, and maintenance delivery to ensure compliance with Transport and Main Roads' policies, standards and specifications, and contract documentation. **Responsibilities:** • Provide technical advice in relation to pre-construction, construction, and maintenance; • Conduct and/or manage audits of contractor's works, processes and quality records to ensure compliance with governance and contract conditions, including specialised inspections, for example precast prestressed components, and asphalt; • Contribute to the review of the contractor's program of works, quality, environment, safety and traffic management plans, identify deficiencies and ensure compliance with governance and contract conditions and relevant Workplace Health and Safety requirements; • Use and implement project management principles, systems, processes and Quality Assurance systems, including the development and implementation of risk management and surveillance plans; • Monitor delivery of construction and/or maintenance projects ensuring that a high standard of quality, economy and safety are achieved and contribute to continuous improvement of management systems; • Prepare and maintain detailed records (e.g. Inspector Diaries, plant usage,

	delay and disruption records, re-work and wastage, material test results, photos etc) and prepare reports as required; • Guide, mentor, coach and train Engineering graduates and less experienced inspectors in all aspects of road works, quality assurance, safety traffic and environmental management; and • Facilitate mutually agreeable outcomes to construction issues through the use of highly developed relationship skills.

- B8 Technical Brief – Inspector (Structures)

Academic/Professional Qualifications – Desirable	The Certificate IV in Project Management/Certificate IV in Safety/Certificate III in Bridge Construction/Certificate of Safety Management or an equivalent qualification.
Role and Responsibilities	**The Role** The purpose of this role is to inspect the construction of structures including but not limited to bridges, retaining walls, concrete barriers, drainage structures and gantries. It also includes: undertaking inspection of welding and structural bridge products (fabricated steel and precast concrete) and critically reviewing welds in a Quality Assurance environment to reduce Transport and Main Roads' (TMR) risk of receiving non-conforming products. **Responsibilities:** • Undertake inspection functions/technical audits required to ensure that new and continuing contractors/suppliers are following processes and procedures in their Quality Manual and Quality Plan and that the work on bridge products are being constructed in accordance with the Principal's requirements and standards; • Identify and interpret the severity and nature of structural and material defects, assess their criticality and make the appropriate recommendations with respect to required action; • Ascertain where relevant work is being done for TMR and set up appropriate monitoring of the suppliers Technical and Quality System and report on the suitability of the welding procedures and final product; • Prepare written documents including daily diary, submissions/reports relating to specifications, welding processes and other related fabrication issues, and advice to TMR for fabricated steelwork and steel bridge repairs; • Communicate with the Principal, Contract Administrator, and/or Senior Engineers and keep them informed of progress, quality of works and problems as they occur on a range of projects; • Assist in the development of the steelwork inspection and reporting systems and reviewing of department standards; • Provide effective administration, surveillance and recording of documentation generated during the manufacture, supply and delivery of bridge products; • Maintain and/or manage the collection of detailed records (e.g. Inspector's Diaries, test results, photos) and prepare reports to a high standard for presentation in a legal environment; • Use comprehensive knowledge of TMR policies, standards and specifications and be able to read, understand and interpret technical documents, standards and drawings; and • Facilitate mutually agreeable outcomes to construction issues through the use of highly developed relationship skills.

- B9 Technical Brief – Inspector (Electrical and ITS)

Academic/Professional Qualifications – Mandatory	• Possession of an electrical fitters/mechanic trade certificate or degree in Electrical or Electronic Engineering; OR • A current Queensland Electrical Work Licence.
Role and	**The Role**

Responsibilities	The Inspector (Electrical and ITS) is responsible for managing the monitoring, auditing, evaluation and reporting on electrical and ITS construction of roadworks contracts and maintenance delivery to ensure compliance with Transport and Main Roads' policies, standards and specifications and contract documentation. **Responsibilities:** • Inspect electrical works on road construction and maintenance projects throughout the for compliance with the Electrical Safety Act 2002, AS/NZS 3000:2007 and AS/NZS 3080:2003 wiring rules. The electrical works normally include street lighting, traffic signals and Intelligent Transport System installations (ITS); • Provide technical advice, assistance and training in relation to electrical installations; • Inspect construction and maintenance of street lighting, traffic signals, ITS equipment and other electrical installations associated with roads infrastructure, to ensure compliance with the electrical specification standards and legislative requirement for safety; • Administer construction and maintenance contracts for traffic signals and street lighting works and the installation of the electrical parts of roadwork contracts; • Contribute to the development of scheme documents for electrical works; • Provide certificates of compliance for electrical works installed to ensure compliance of the works with the Electricity Act; • Review designs for electrical installations and ensure compliance with Electrical Safety Act and TMR policies, standards and specifications; • Develop and maintain expert technical knowledge of electrical traffic signals, street lighting and ITS practices and standards; • Supervise and train staff in the application of electrical safety; • Audit and review the performance of existing electrical installations, initiate the correction of any defects and assess electrical safety and performance issues; • Maintain and/or manage the collection of detailed records (e.g. Inspector's Diaries, test results, photos etc) and prepare reports as required; and • Facilitate mutually agreeable outcomes to construction issues through the use of highly developed relationship skills.

- B10Technical Brief – Surveillance Engineer

Academic/Professional Qualifications – Mandatory	• Possession of a degree in Civil Engineering or an equivalent Civil Engineering qualification, which is acceptable by Institution of Engineers Australia. • Registration as a Registered Professional Engineer of Queensland (RPEQ).
Role and Responsibilities	**The Role** Manage the delivery of key components of the road infrastructure program and provide specialist technical expertise and advice to infrastructure projects and to other professional and technical staff to ensure successful delivery of the program within time, quality, cost and stakeholder expectations. **Responsibilities:** • Prepare and implement a Surveillance and Audit Plan; approve the release Hold and Witness Points, review Non Conformance Reports, and approve proposed corrective actions; • Arrange and undertake audits of safety, environment, cultural heritage management; • Provide reports on the progress of works and actual and forecast expenditure; • Manage the day to day activities of the surveillance team; • Undertake surveillance and verification of the works to ensure compliance

	with the requirements of the contract; • Mentor and develop graduate engineers and develop their skills and understanding in good construction practices and techniques; • Keep appropriate records and contribute to good project governance; • Build strong relationships with E&T Division technical specialists and assist them in improving and enhancing technical standards and specifications; • Evaluate the effectiveness and efficiency of the program of works you will be responsible for and determine changes to processes with a view to obtaining continuous improvements in efficiency, productivity and setting strategies; • Ensure performance management systems are in place and effective in supporting the delivery of the program of works and individual projects within the project; • Monitor management scoring (lot management) and ongoing implementation; • Facilitate mutually agreeable outcomes to construction issues through the use of highly developed relationship management skills; • Provide advice and guidance on contractual issues and contract performance; and • Ensure the application of all relevant Transport and Main Roads' standards, policies, processes, guidelines and legislative requirements necessary to support responsible decisions and ensure quality of outcomes.

1.1.3. The Contractor must notify the Principal immediately in writing if a Key Personnel is no longer available under the SOA and/or no longer holds the minimum skills/qualifications and certifications listed in the respective technical briefs.

1.1.4. At the commencement of each project it is intended that a project-specific Project Brief will be provided to the Contract Administrator.

This Arrangement will provide the Principal with a consistent approach for procuring capable and qualified professional service providers to meet project requirements and timeframes.

1.1.5. This SOA will initially apply to a limited number of projects. On some projects TMR will take the role as Contract Administrator with additional staff sourced from this SOA. On other projects the Offeror will be invited to form a contract administration team. Contract administration Team must consist (as a minimum) of a Contract Administrator (B1), Site Engineer (B2) and Inspector (Roadworks) (B7).

1.1.6. Form A4 Technical Assignment Brief refers. This document is intended to be a guide for the roles and responsibilities of the Contract Administrator. At the commencement of each project a project-specific Project Brief will be provided to the Contract Administrator.

1.2 BACKGROUND

In 2009, the former Queensland Transport and Department of Main Roads was amalgamated to become the Department of Transport and Main Roads.

After this amalgamation, a review into the existing contracts and arrangements within each department was conducted. Additionally, an analysis of previous procurement methods and contracts used, together with past expenditure, demand and supplier feedback, revealed that synergies and vast differences existed. A number of these existing arrangements have either, already expired or will soon be expiring, presenting an opportunity for the Principal to develop a department wide arrangement for these services.

The Principal's intent is to provide a consistent procurement, contract formation and contract management approach to the procurement of professional services across the department. It is envisaged that this Arrangement will strengthen the relationship between the department and suppliers within this industry.

In partnership with the Principal's internal stakeholders, State Program Office is leading this procurement activity, with the objective of establishing a panel of capable, qualified and experienced professional service providers against each Category, which will meet the requirements of the department and provide value for money.

1.3 OBJECTIVES

1.3.1 The purpose of the SOA is to establish a list of qualified and experienced Contractors and Key Personnel who are capable of providing a high standard of contract administration services within Queensland.

1.3.2 The Arrangement will focus on the following objectives:

- Enable the Principal's employees to easily engage qualified and experienced contract administration services contractors in a consistent way;
- Consolidate processes and improve procurement processes;
- Aggregate the supplier base;
- Increase the quality of services provided;
- Mitigate the risk of contract duplication and inefficient allocation of resources;
- Provide clarity in contract conditions; and
- Improve value for money outcomes.

1.4 OPERATIONAL ASPECTS OF THE ARRANGEMENT

1.4.1 The process under which engagement for specific projects will occur is as follows:

a) The contact details of Contractors will be maintained by State Program Office, and will be available to all of the Principal's employees for use as required.

b) When a need arises, a brief will be prepared by the Principal's Project Manager for the specific scope of work.

c) The Principal's Project Manager will access the list of Contractors within each Category, select the preferred Contractor for the project, and make contact with the Contractor, to discuss the details of the engagement.

d) The Contractor will advise the Principal if the Key Personnel is available.

e) Should the Key Personnel not be available for the project, then the Principal's Project Manager will choose another Contractor from the Category list.

f) A Purchase Order will be prepared by the Principal for the engagement.

1.5 GOVERNANCE AND MANAGEMENT OF THE ARRANGEMENT

1.5.1 Contract Management: State Program Office will manage this Arrangement. Any variation or modification to the Arrangement (including adding or removing suppliers, change in terms, etc.) requires approval by State Program Office.

1.5.2 **Compliance**: This Arrangement will be applied to TMR projects.

1.5.3 **Opportunity for additions to Arrangement:**

1.5.3.1 The Principal may include additional Contractors and/or Key Personnel on the Arrangement where it is justified by the demand for the service. This is not expected within the initial 12 months. Reviews of the balance of demand and Contractor capacity will be undertaken on a minimum 6 monthly basis. Where an increase is warranted the Principal will invite offers (note that the same Invitation and evaluation process will apply).

1.6 WORKPLACE HEALTH AND SAFETY

1.6.1 Key Personnel will be required to attend all inductions and abide by all workplace health and safety legislation, policies and procedures, whilst working on Site.

1.6.2 Key Personnel must have access to the following Personal Protective Equipment provided by the Contractor:

a) Sunglasses that comply with the requirements for sunglasses under AS/NZS 1067:2003 Sunglasses and Fashion Spectacles

b) Safety toe capped boots that comply with the requirements set out under AS/NZS 2210.3:2009 Occupational protective footwear - Specification for safety footwear

c) Safety Hard Hat that comply with the requirements for hard hats under AS/NZS 1801:1997 Occupational Protective Helmets

d) High Visibility Safety Vest that complies with the requirements set out under AS/NZS 4602.1:2011 High Visibility Safety Garments

1.7 CONFIDENTIALITY AGREEMENT

1.7.1 Successful Offerors are to sign, and ensure that all successful Key Personnel sign, the Deed of Confidentiality and Privacy at placement on the Arrangement, in accordance with Attachment A.

1.7.2 Original copies of the signed Deed of Confidentiality and Privacy will be held with State Program Office.

1.8 HOURS AND LOCATION OF WORK

1.8.1 The Key Personnel will be required to generally work (subject to change) eight (8) hours per Business Day, with a maximum of forty (40) hours per week.

1.8.2 The Site that the Key Personnel will be required to work will be determined by the Principal, at the time of engagement and in line with project requirements.

1.8.3 Flexibility to vary the number of working hours per week will be addressed by Offerors when responding to the Contract Administration Brief.

1.9 PRICING

1.9.1 Contractors are required to maintain the rates (exclusive of GST) for Short Term; Medium Term and Long Term engagements for each Key Personnel nominated within each Category as set out in Schedule B Part C during the term of the SOA.

1.9.2 Any request for overtime, will be on a 'per engagement' basis only and will require written approval from the Principal, prior to performing.

1.9.3 Where the company is engaged as a Contract Administration Team, the Contractor will be responsible for the providing additional staff (excluding B1 to B11 roles) such as administrative staff, these costs will be addressed prior to engagement.

1.10 TRAVEL AND ACCOMMODATION (excludes Contract Administration Teams, Clause 1.1.1)

1.10.1 **Flights and Accommodation:** All flights and accommodation associated with the engagement of Key Personnel will be organised by, and at the expense of the Principal and in accordance with Queensland Government – Whole of Government Arrangements.

1.10.2 **On-site Visits and Licensing**: Where the Key Personnel are required to attend on-site visits, the Principal will endeavour to supply a Queensland Government vehicle. Where a Queensland Government vehicle is provided to the Key Personnel for travel under any engagement, the Key Personnel are required to hold a valid driver's licence and must abide by all legislation, policies and procedures.

1.10.3 Where Key Personnel do not possess a valid driver's licence, for whatever reason, a Queensland Government vehicle will not be provided. It is the Contractor and/or Key Personnel responsibility to advise the Principal of this. The Key Personnel must organise their own means of transport and these costs will be borne by the Contractor.

1.10.4 **Allowances and Incidentals:** Rates submitted in Response Form 6.2 (Pricing under the Arrangement) are not to include allowances (for meals) and incidentals. Where allowances and incidentals are applicable, the Principal will remunerate the Contractor for allowances and incidentals, at the rates applicable to the Principal's employees. Any value above these rates will be at the expense of the Contractor.

1.11 OFFICE REQUIREMENTS

1.11.1 **Office Consumables (excluding Contract Administration Teams, clause 1.1.1):** the Principal will provide all office consumables whilst Key Personnel are working within the Site and will be addressed prior to engagement. All office consumables outside the Site will be at the expense of the Contractor.

1.12 OFFICE AND TELEPHONE

1.12.1 **Key Personnel (excluding Contract Administration Teams, clause 1.1.1):** Where Key Personnel are required to perform work within the Site, the Principal will provide suitable office accommodation, furniture, computer and landline telephone and will be addressed prior to engagement. Where required, the Contractor is to supply Key Personnel with a mobile phone, at the Contractor's expense.

1.12.2 Where the company is engaged as a Contract Administration Team, the Contractor will be responsible for the supply, maintenance, payment of electricity, computer network and phone connections (including handsets) to any site buildings and cater for the needs of its team. This includes the provision of office accommodation, vehicles, adequate parking,

security, toilet facilities, after hour's access, and computers and so on. The cost of these facilities will be addressed prior to engagement.

1.13 REPORTING

1.13.1 On an annual basis, Contractors will be required to provide the Principal with the following:

a) Number of times the Contractor is contacted but unable to provide the requested Key Personnel, per Category.
b) Number of hours the Key Personnel was engaged per annum under each Category.
c) Number of occasions where each Key Personnel is engaged per annum, under each Category.
d) Total spend made by the Principal to the Contractor, under each Category.
e) Any increases or changes to your corporate social responsibility position.
f) Number of indigenous Key Personnel and number of hours of work performed by indigenous Key Personnel for the Principal (by category).

1.14 PERFORMANCE MANAGEMENT

1.14.1 Contractors will be required to attend annual performance reviews.

1.14.2 Performance will be assessed against the following key performance indicators:

a) Availability of Key Personnel.
b) Responsiveness to an engagement brief.
c) Capability of the Key Personnel (captured at the completion of each engagement).
d) Contractor's performance against the Arrangement's terms and conditions (including value added and innovative solutions).

1.15 TERMINATION OF KEY PERSONNEL EMPLOYMENT

1.15.1 Where the Key Personnel is no longer employed by the Contractor, the Contractor must advise the Principal in writing, within seven (7) business days.

1.15.2 The Contractor may provide the Principal with a substitute Key Personnel to the same standard from the same Category. The Principal reserves the right to either accept or decline this substitute Key Personnel, and seek an alternative Key Personnel from another Contractor.

PART B – KEY PERSONNEL and PRICING

The Contractor agrees to provide the Services for the selected Key Personnel specified at Schedule 2 Part B at the rates specified during the arrangement term in the following schedule of rates pricing.

		Rates (exc GST)		
Role	Name	Short Term	Medium Term	Long Term
B1	Peter Konecny	247.00	240.00	240.00
B1	Col Arthy	226.00	220.00	220.00
B1	Derek Arrowsmith	226.00	220.00	220.00
B2	Chris McCormick	177.00	173.00	173.00
B2	Edwin Thio	94.00	92.00	92.00
B2	Eriwn Amores	94.00	92.00	92.00
B2	Hewa Anura Santha	158.00	154.00	154.00
B2	Jacob Miethke	139.00	135.00	135.00
B2	James Walsh	191.00	187.00	187.00
B2	John Banner	118.00	115.00	115.00
B2	Mark Guymer	118.00	115.00	115.00
B2	Peter Masterson	247.00	240.00	240.00
B2	Rhys Jones	104.00	102.00	102.00
B2	Shaun Hamilton	118.00	115.00	115.00
B2	Wee Teck Yeo	158.00	154.00	154.00
B3	Brett Whiteford	177.00	173.00	173.00
B4	Gary Poulsen	226.00	220.00	220.00
B4	Huma Hussain	247.00	240.00	240.00
B4	Jared Cooke	226.00	220.00	220.00
B4	Ken Ross	371.00	362.00	362.00
B4	Mark Ballard	226.00	220.00	220.00
B4	Mark Reynolds	247.00	220.00	220.00
B4	Peter Masterson	247.00	240.00	240.00
B4	Robert Young	207.00	202.00	202.00
B4	Shaun Dreise	264.00	257.00	257.00
B4	Shayma Fernando	158.00	154.00	154.00
B4	Steven Runge	207.00	202.00	202.00
B5	Tim Jennings	269.00	262.00	262.00
B5	Brett Whiteford	177.00	173.00	173.00
B6	Arvind Chovatia	139.00	136.00	136.00
B6	Chris Cuthbert	158.00	154.00	154.00
B6	Craig Higgin	TBC	TBC	TBC
B6	Craig Higgin	TBC	TBC	TBC
B6	Dean Strawbridge	157.00	153.00	153.00
B6	Gerry Moore	158.00	154.00	154.00
B6	James Walsh	191.00	187.00	187.00
B6	Martin Powell	139.00	135.00	135.00
B6	Michael Shipman	191.00	187.00	187.00
B6	Peter Villic	226.00	220.00	220.00
B6	Stephen Curtis	196.00	191.00	191.00
B7	Russell Smith	196.00	191.00	191.00
B7	Rick Tarrant	196.00	191.00	191.00
B7	Ken Shipman	158.00	154.00	154.00
B7	Wee Teck Yeo	158.00	154.00	154.00
B7	Peter Heron	158.00	154.00	154.00

B7	David Dick	196.00	191.00	191.00
B8	Russell Smith	196.00	191.00	191.00
B8	Rick Tarrant	196.00	191.00	191.00
B9	Brett Whiteford	177.00	173.00	173.00
B9	Fred Andrews	177.00	173.00	173.00
B10	Peter Konecny	247.00	240.00	240.00
B10	Col Arthy	226.00	220.00	220.00
B10	Derek Arrowsmith	226.00	220.00	220.00
B10	Mark Reynolds	247.00	240.00	240.00

SCHEDULE 2: GOODS AND/OR SERVICES AND PRICING (CON'T)

Other Pricing Issues (clauses 1.1, 9 and 11 of Standing Offer Arrangement Conditions)

Description	Details
Any conditions that may affect the Pricing:	Any request for overtime, will be on a 'per engagement' basis only and will require written approval from the Principal, prior to performing.
Any Approved Expenses that are associated with the Arrangement:	Not Applicable
Any other Price or cost that may be charged to a Customer for the supply of the Goods and/or Services under the Arrangement.	Not Applicable
The Prices are: "***Firm***" - that is the Price does not change for the duration of the Arrangement Term; **OR** "***Fixed***" - that is the Price is firm in time and is subject to fluctuations only in changed economic circumstances. If "***Fixed***", the period from the Arrangement Commencement Date within which, or the date to which, the Pricing will remain firm prior to the application of the variables: At the conclusion of the "***Fixed***" period, Pricing is subject to: • Exchange Rate fluctuations; • Australian Bureau of Statistics (ABS) Index variations; or • Other factors. *Please note any 'Fixed' Pricing movements will be in accordance with clause 9 of the Standing Offer Arrangement Conditions.*	**Yes** ☐ **No** ☒ OR **Yes** ☒ **No** ☐ Period: October 2012 to October 2014 **Yes** ☐ **No** ☒ **Yes** ☐ **No** ☒ **Yes** ☐ **No** ☒

SCHEDULE 2: GOODS AND/OR SERVICES AND PRICING (CON'T)

Discount and Rebate (clause 11 of the Standing Offer Arrangement Conditions)

Description	Details
Discounts Trade discount:	Not Applicable TRADE:
Early payment and settlement discount:	SETTLEMENT: Not Applicable DAYS: Not Applicable
Quantity break discount:	Not Applicable
Circumstances under which a discount becomes applicable:	Not Applicable
How the discount arrangement will operate:	Not Applicable
Rebates Rebate:	Not Applicable
Circumstances under which a rebate becomes available:	Not Applicable
How the rebate arrangement will operate:	Not Applicable

Payment Method (clause 11 of the Standing Offer Arrangement Conditions)

Description	Details
Can payment by corporate credit card be accepted by the Contractor?	**Yes** ☐ **No** ☒
Other payment methods acceptable to the Contractor:	TMR Purchase Order
Restrictions to apply on the above methods of payment:	Not Applicable

SCHEDULE 3: ADDITIONAL PROVISIONS

These terms and conditions reflect departures, variations and/or additions to the Specifications and/or Standing Offer Arrangement Conditions Version 004 – dated 1 July 2012 and are deemed to be incorporated into each Contract. These terms and conditions must not be further amended by the Customer and/or Contractor.

Sections	Clause Number	Departures/Variations/Additions
Specifications	Not Applicable	Not Applicable
Standing Offer Arrangement Conditions: Division A – Arrangement		ADDITIONAL DEFINITIONS **"Short Term"** is defined as a period up to one (1) month (for continuous engagement) or a period of up to 200 hours (for occasional or adhoc engagement). **"Medium Term"** is defined as a period greater than one (1) month but less than twelve (12) months (for continuous engagement) or is defined as a period greater than 200 hours but less than 2,500 hours (for occasional or adhoc engagement). **"Long Term"** is defined as a period greater than twelve (12) months (for continuous engagement) or is defined as a period greater than 2,500 hours (for occasional or adhoc engagement). "Key Personnel" are the personnel employed by the Contractor as specified in Schedule 2 Part B. "Contract Administration Team" specified in Schedule 2 Part A, item 1.15 is defined as a team to carry out necessary activities related to Contact Administration Services for the efficient, supervision and administration of the Contact entered by the Principal.
Division B – Conditions of Contract	Not Applicable	**5.1.1 CONTRACTOR'S REPRESENTATION** 5.1.1.1 The Contractor has represented itself and acknowledges itself as being a skilled and competent professional in the particular fields relevant to the Services. The Contractor agrees that it will perform the Services to the standard of skill, care and diligence expected of a skilled and competent professional practising in the particular fields relevant to the Services. 5.1.1.2 The Contractor acknowledges that the Customer has entered into the Contract on reliance upon the foregoing representation. **5.1.2 CORRECTLY RENDERED INVOICE REQUIREMENTS** 5.1.2.1 The Contractor will work with the Principal to determine their specific accounting and management reporting needs. Correctly Rendered Invoices are to be forwarded directly to the Eligible Customer. The Queensland Government standard payment terms are thirty (30) days. 5.1.2.2 In addition to Standing Offer Arrangement Conditions Version 003 – dates 1 July 2011 clause 11.2, the following information is required for every Correctly Rendered Invoice: (a) MIP Contract No.: MIP118/11; (b) Eligible Customer name; and (c) Purchase order number and specific details pertaining

		to that Order (if applicable). **5.1.3 CONTRACTOR PERFORMANCE** 5.1.3.1 In addition to the performance review specified in clause 18 of the Standing Offer Arrangement Conditions, the performance of the Key Personnel will be monitored and assessed by the Principal's Project Manager who will consult with the Contractor when performance is not in accordance with the Arrangement. If the Key Personnel has not taken the appropriate steps to remedy any unsatisfactory performance after receiving counsel and reasonable directions from the Principal, the Principal may at its entire discretion and in addition to its other rights under this Arrangement suspend in accordance with clause 32 of Standing Offer Arrangement Conditions Version 003 – dated 1 July 2011. **5.1.4 PERFORMANCE EVALUATION** **5.1.4.1** The Contractor shall attend contract performance evaluation meetings and provide such documentation and data as requested by the Principal. 5.1.4.2 The performance of the Key Personnel will be assessed by the Principal on an ongoing basis during the Arrangement Term. The assessment may include but is not limited to: (a) performance against Key Performance Indicators (KPIs); (b) the results of the customer satisfaction forms; (c) the results of an audit review; (d) additional feedback from Customers; and (e) compliance with this Arrangement. **5.1.5 REMOVAL OF CONTRACTORS FROM THE ARRANGEMENT** 5.1.5.1 The Principal reserves the right to remove any Contractor from the Arrangement who is: a) continually not meeting the requirement of providing Key Personnel with the skills and competency requirements as specified; and b) defaulting in the performance or observation of any condition of this Standing Offer Arrangement.
Schedules of Arrangement Schedule 1 – Arrangement Details	Not Applicable	Not Applicable
Schedule 2 – Goods and/or Services and Pricing	Not Applicable	Not Applicable
Schedule A - Order	Not Applicable	Not Applicable

Any departures proposed by the Contractor in their ITO response that do not appear in the above table have not been accepted by the Principal and do not apply to this SOA.

Attachment A - Deed of Confidentiality and Privacy

DEED POLL OF CONFIDENTIALITY AND PRIVACY made by:

..... ACN/ABN .....

<<insert name and ACN/ABN (if applicable) of the Confidant>> (the "**Confidant**")

in favour of:

.....

<<insert name of the Customer>> (the "**Customer**")

for the purpose of

..... ACN/ABN .....

<<insert name and ACN/ABN of the Contractor>> (the **'Contractor'**)

..... Date of Contract .....

<<insert description of Contract>> <<insert date of Contract>>

Recitals:

A. In the course of the Confidant performing certain Services for and/or delivering certain Goods to the Customer (whether directly or indirectly), the Confidant may become aware of information belonging to or in the possession of the Customer that is Confidential Information and/or Personal Information.

B. Improper use or disclosure of either Confidential Information or Personal Information would severely damage the Customer's ability to perform its governmental/statutory functions.

C. Any Personal Information held by the Contractor is subject to the *Information Privacy Act 2009*.

D. The Confidant undertakes that it will comply with the *Information Privacy Act 2009* and gives other undertakings in relation to the collection, use, handling, distribution and disclosure of the Confidential Information and/or Personal Information in accordance with the terms of this Deed.

Agreed Covenants:

7.1 Recitals

7.1.1 The Confidant acknowledges the truth and accuracy of the Recitals.

7.2 Definitions and Interpretation

7.2.1 *Definitions*

In the interpretation of this Deed unless the contrary intention appears or the context otherwise requires or admits the following expressions shall have the following meanings:

Attachment A - Deed of Confidentiality and Privacy (cont.)

"Confidential Information" means in relation to the Customer, information that is not trivial and:

(a) is by its nature confidential;

(b) is communicated by the Customer to the Confidant as confidential; and

(c) the Confidant knows or ought to know is confidential.

Subject to (a), (b) and (c) above, Confidential Information includes information which is:

(i) comprised in or relating to any Intellectual Property Rights of the Customer;

(ii) relating to the internal management and structure of the Customer, or the personnel, policies and strategies of the Customer;

(iii) of any actual or potential commercial value to the Customer or to the person or corporation which supplied that information;

(iv) in the case of the Customer, information relating to the policies, strategies, practices and procedures of the State and any information in the Confidant's possession relating to the State; or

(v) in the Confidant's possession relating to the Customer, and like information,

but does not include information which:

(vi) was already lawfully disclosed by the Customer prior to the Confidant being required to treat the information as confidential;

(vii) is lawfully received from a third party which is not bound by a duty of confidentiality;

(viii) has become public knowledge (other than through a breach of an obligation of confidence under this Deed or Contract); and/or

(ix) was independently developed or released by the Confidant or Contractor without reference to the Confidential Information.

"Contract" means the contract as described above between the Customer and the Contractor for the provision of the Goods and/or Services, including as amended from time to time by the parties to the contract;

"Contractor" means the entity specified in the Contract, from whom the Goods and/or Services are being procured;

"Deed" means this deed poll of confidentiality and privacy;

"Intellectual Property Rights" includes all copyright, trade mark, design, patent or other proprietary rights, or any rights to registration of such rights existing in Australia, or elsewhere or protected by legislation from time to time, whether created before on or after the commencement date of the Contract, but excludes Moral Rights;

"Moral Rights" means the right of integrity of authorship, the right of attribution of authorship and the right not to have authorship falsely attributed, more particularly as conferred by the *Copyright Act 1968 (Cth)*, and rights of a similar nature anywhere in the world whether existing before, on or after the commencement date of the Contract;

"Personal Information" means information or an opinion (including information or an opinion forming part of a database), whether true or not, and whether recorded in a material form or not, about an individual whose identify is apparent, or can reasonably by ascertained, from the information or opinion;

"State" means the State of Queensland.

7.2.2 *Interpretation*

7.2.3 In this Deed, the clause headings have been inserted for ease of reference only and are not intended to affect the meaning or interpretation of this Deed.

7.2.4 The following rules shall apply in interpreting this Deed, unless the context otherwise requires:

(a) words importing a gender include the other gender;

(b) words in the singular include the plural and vice versa;

(c) all dollar amounts refer to Australian currency;

(d) a reference to any legislation includes any subordinate legislation made under it and any legislation amending, consolidating or replacing it;

(e) a reference to an entity or person includes an individual, corporation, partnership or other legal entity;

(f) a party includes its executors, administrators, liquidators, successors and permitted assigns;

(g) "consent" means prior written consent;

(h) "in writing" means either by letter, email or facsimile;

Attachment A - Deed of Confidentiality and Privacy (cont.)

(i) a reference to a clause, Schedule, attachment or annexure is a reference to a clause, Schedule, attachment or annexure to this Deed;

(j) if a day on which an act is to be done is a Saturday, Sunday or public holiday in the place where the act is to be done, the act may be done on the next Business Day in that place, unless the Customer agrees otherwise;

(k) if any expression is defined, other grammatical forms of that expression will have corresponding meanings, unless the context otherwise requires;

(l) a clause is a reference to all of its sub-clauses; and

(m) a document or agreement or a provision of a document or agreement, is a reference to that document, agreement or provision as amended, supplemented, replaced or novated.

7.3 Non Disclosure

7.3.1 The Confidant must not disclose the Confidential Information and/or Personal Information to any person without the consent of the Customer.

7.3.2 The Customer may grant or withhold its consent in its absolute and unfettered discretion.

7.3.3 If the Customer grants its consent, it may impose conditions on that consent. In particular, but without limiting the generality of the preceding sentence, the Customer may require that the Confidant procure the execution of a deed of confidentiality and privacy in these terms by the person to whom the Confidant proposes to disclose the Confidential Information and/or Personal Information.

7.3.4 If the Customer grants consent subject to conditions, the Confidant must comply with those conditions.

7.3.5 The obligations of the Confidant under this Deed shall not be taken to have been breached where the Confidential Information and/or Personal Information is legally required to be disclosed.

7.4 Restriction on Use

7.4.1 The Confidant will use the Confidential Information and/or Personal Information only for the purposes of the Contract.

7.5 Survival

7.5.1 This Deed will survive the termination or expiry of the Contract and the termination or expiry of any employment or contract, or other Arrangement under which the Confidant has obtained the Confidential Information and/or Personal Information.

7.6 Powers of the Customer

7.6.1 *Production of Documents*

The Customer may demand (without needing to reduce the demand to writing) the delivery up to the Customer of all documents in the possession or control of the Confidant containing the Confidential Information and/or Personal Information.

7.6.2 The Confidant must immediately comply with a demand under this clause 6.

7.6.3 If the Customer makes a demand under this clause 6, and the Confidant has placed or is aware that documents containing the Confidential Information and/or Personal Information are beyond his or her possession or control, then the Confidant must provide full particulars of the whereabouts of the documents containing the Confidential Information and/or Personal Information, and the identity of the person in whose custody or control they lie.

7.6.4 In this clause 6, "documents" includes any form of storage of information, whether visible to the eye or not.

7.7 Legal Proceedings

7.7.1 The Confidant acknowledges that the Customer may take legal proceedings against the Confidant or third parties if there is any actual, threatened or suspected breach of this Deed, including proceedings for an injunction to restrain such breach.

7.8 Confidant's Undertaking

7.8.1 The Confidant undertakes:

(a) not to access, use, modify, disclose or retain any Confidential Information and/or Personal Information of the Customer that he or she has acquired from the Contractor, except for the purpose for which the Confidential Information and/or Personal Information was acquired; and

(b) in addition to any direction as to particular measures specified by the Contractor, take all reasonable measures to ensure that any Confidential Information and/or Personal Information held in connection with the Contract is protected against loss, unauthorised access, use, modification or disclosure and against other misuse.

Attachment A - Deed of Confidentiality and Privacy (cont.)

8. Acknowledgement by Confidant

8.1 The Confidant undertakes that in signing this Deed:

(a) he or she understands the Confidant's responsibilities in relation to Confidential Information and/or Personal Information;

(b) he or she will not access, use, disclose or retain Confidential Information and/or Personal Information except in relation to the purpose for which the Confidential Information and/or Personal Information was acquired; and

(c) he or she understands the possible consequences of breach of this Deed.

8.2 The Confidant acknowledges that this Deed is made for the benefit of the Customer and may be enforced by the Customer.

9. No Exclusion of Law or Equity

9.1 This Deed must not be construed to exclude the operation of any principle of law or equity intended to protect and preserve the confidentiality of the Confidential Information and/or privacy of the Personal Information.

10. Variation and Waiver

10.1 This Deed shall not be varied either in law or in equity except by agreement in writing signed by the Customer and the Confidant.

10.2 A waiver by the Customer of a breach of a provision of this Deed by the Confidant shall not constitute a waiver in respect of any other breach or of any subsequent breach of this Deed. The failure of the Customer to enforce a provision of this Deed shall not be interpreted as a waiver of that provision.

11. Applicable Law

11.1 The laws of the State govern this Deed and the Confidant submits to the non-exclusive jurisdiction of the courts of Queensland

12. Assignment

12.1 The Confidant shall not assign, in whole or in part, or novate this Deed except with the consent of the Customer.

13. Severability

13.1 If any part of this Deed is determined to be invalid, unlawful or unenforceable for any reason then that part, to the extent of the invalidity, unlawfulness or unenforceability, will be served from the rest of the Deed and the remaining terms and conditions will continue to be valid and enforceable to the fullest extent permitted by law.

14. Remedies Cumulative

14.1 The rights and remedies provided under this Deed are cumulative and not exclusive of any rights or remedies provided by law or any other such right or remedy.

15. Notices

15.1 Any notice or other form of communication (a "notice") which may be given to or served on the Confidant under this Deed must be in writing and must be sent by prepaid postage, fax or email or delivered by hand to the following address:

(a) **Customer:**

Physical address:

Postal address:

Phone number:

Fax number:

Email address:

(b) **Confidant:**

Physical address:

Postal address:

Phone number:

Fax number:

Email address:

Attachment A - Deed of Confidentiality and Privacy (cont.)

15.2 Notwithstanding clause 15.1, if the Confidant is a company then the Customer may serve a notice at any time on the Confidant's registered office.

15.3 A notice will be deemed to be given:

(a) if posted – two Business Days after the date of posting;

(b) if delivered by hand during a Business Day – on the date of delivery;

(c) if faxed – on the date the sender's facsimile machine notes a complete and successful transmission; or

(d) if emailed – on the date of the email;

except that a fax or email received after 5.00pm (local time of the receiver) will be deemed to be given on the next Business Day.

EXECUTED as a deed poll.

Authorisation, Certification and Execution by the Confidant (company)		
Executed for and on behalf of: ..... <<insert full name of Confidant>> ..... <<insert Confidant's ACN>> ..... <<insert Confidant's ABN>> ***in accordance with s.127 of the Corporations Act 2001 (Cth)*** this ..... day of ..... 2..... by ..... <<insert full name of Director>> ..... <<insert full name of Director/Secretary>>	)	..... Signature of Director ..... Signature of Director/Secretary

Where an attorney executes this Deed on behalf of a Confidant, the form of execution must indicate the source of this authority and a certified copy thereof provided to the Customer.

OR

Authorisation, Certification and Execution by a Confidant (individual or partnership (^)) (*)		
Signed, sealed and delivered by ..... <<insert full name of Confidant>> ..... <<insert Confidant's ABN>> this ..... day of ..... 2..... by ..... <<insert full name of attorney (if applicable)>> in the presence of ..... <<insert full name of witness>>	))))))))))))))))	..... Signature of Confidant ..... Signature of attorney (if applicable) ..... Signature of witness

Where an attorney executes this Deed on behalf of a Confidant, the form of execution must indicate the source of this authority and a certified copy thereof provided to the Customer.

Privacy Statement *- The Principal/Customer is collecting Personal Information from the Contractor for the purpose of administering this Deed of Confidentiality and Privacy. This Personal Information may be shared with Queensland Government departments or agencies, Queensland Government Bodies, Non-Government Organisations and/or Commonwealth, States or Territories for the purpose of administering this Deed of Confidentiality and Privacy. Personal Information will not be disclosed to any other third party without consent of the Contractor, except where authorised or required by law.*

NOTE TO OFFEROR:

(*) If a Confidant is an individual or partnership, then the above signature block will be applicable.

(^) If the Confidant is a partnership, then all partners associated with the partnership must execute the above signature block, unless authorisation has been given to an attorney and such authority is in the form of an enduring power of attorney.

Queensland Government

Department of
Transport and Main Roads

Our ref MIP 118/11
Your ref
Enquiries Minky Giger

30 April 2019

Mr Jeffery Davis
SMEC Australia Pty Ltd
PO Box 2211
FORTITUDE VALLEY QLD 4006

Dear Mr Davis,

Deed of Variation for the Provision of Contract Administration Services for Major Infrastructure Projects, Invitation to Offer MIP 118/11 (November 2018 Extension)

The Department of Transport and Main Roads would like to vary the above mentioned arrangement between the Department of Transport and Main Roads and SMEC Australia Pty Ltd, subject to the parties executing the enclosed Deed of Variation.

Details of the variation are set out in the enclosed copies of the Deed of Variation. The conditions governing the variation will be those set out in the enclosed copies (two) of the Deed of Variation.

Please arrange for both copies of the Deed of Variation to be signed. **One copy should be kept for your records** and one copy must be returned to the Department of Transport and Main Roads **(due by 31 May 2019) at:**

Attn: Ms Minky Giger
Department of Transport and Main Roads
Program Management & Delivery
GPO Box 1549
Brisbane City QLD 4000

Yours sincerely,

[redacted]

Stephen How Lum
Director (Infrastructure Procurement)
Enc (2)

Department of Transport and Main Roads
Program Management & Delivery
Program Services
Level 18, 313 Adelaide Street
Brisbane QLD 4000
GPO Box 1549
Brisbane QLD 4000

Telephone [redacted]
Facsimile
Email:
Website www.tmr.qld.gov.au
ABN 39 407 690 291

DMS No. 150/00074

Deed of Variation

This deed is made on the 1 November 2018, **between the State of Queensland** as represented by the Department of Transport and Main Roads (ABN 39 407 690 291) ("the Customer) and **SMEC Australia Pty Ltd** (ABN 47 065 475 149) ("the Contractor").

Background

A. The Customer and the Contractor entered into a written agreement dated 7 March 2013 ("the Agreement") for the Standing Offer Arrangement for Contract Administration Services for Major Infrastructure Projects.

B. Pursuant to clause 31 of the Conditions of Contract of the Agreement, the parties wish to vary the Agreement.

C. The parties now wish to record their variation of the Agreement.

Operative Part

The Agreement is varied as follows:

1. Schedule 1: Arrangement Details

Item 6: Arrangement Completion Date: 31 December 2019

Part B: Key Personnel and Pricing

Category	Role	Name	Hourly Rates ($, exc GST)		
			Short Term $	Med Term $	Long Term $
B01	Contract Administrator (Level 1)	Chris Pyne	$205.00	$205.00	$205.00
B01	Contract Administrator (Level 1)	Col Arthy	$226.00	$220.00	$220.00
B01	Contract Administrator (Level 1)	Kerry Nissen	$247.00	$240.00	$240.00
B01	Contract Administrator (Level 1)	Mark Reynolds	$261.00	$255.00	$255.00
B01	Contract Administrator (Level 1)	Pat MacGinley	$230.00	$215.00	$215.00
B01	Contract Administrator (Level 1)	Peter Konecny	$261.00	$255.00	$255.00
B01	Contract Administrator (Level 1)	Richard Jones	$236.00	$230.00	$230.00

Category	Role	Name	Hourly Rates ($, exc GST)		
			Short Term $	Med Term $	Long Term $
B01	Contract Administrator (Level 1)	Stuart Reeves	$236.00	$230.00	$230.00
B01	Contract Administrator (Level 1)	Andrew Grguric	$236.00	$230.00	$230.00
B01	Contract Administrator (Level 1)	Guy PORTER	$326.00	$320.00	$320.00
B02	Site Engineer (Civil)	Brad Godfrey	$218.00	$212.00	$212.00
B02	Site Engineer (Civil)	Brad Smith	$190.00	$180.00	$180.00
B02	Site Engineer (Civil)	Chris Cuthbert	$180.00	$175.00	$175.00
B02	Site Engineer (Civil)	Chris Demartini	$241.00	$235.00	$235.00
B02	Site Engineer (Civil)	Chris Green	$241.00	$235.00	$235.00
B02	Site Engineer (Civil)	Edwin Thio	$98.00	$95.00	$95.00
B02	Site Engineer (Civil)	Glenn Stephens	$190.00	$180.00	$180.00
B02	Site Engineer (Civil)	Hewa Anura Santha	$218.00	$212.00	$212.00
B02	Site Engineer (Civil)	Howard Goodes	$240.00	$225.00	$210.00
B02	Site Engineer (Civil)	Jacob Miethke	$197.00	$192.00	$192.00
B02	Site Engineer (Civil)	James Walsh	$218.00	$212.00	$212.00
B02	Site Engineer (Civil)	John Banner	$128.00	$125.00	$125.00
B02	Site Engineer (Civil)	Kris Narayan	$160.00	$150.00	$150.00
B02	Site Engineer (Civil)	Luke Menefy	$197.00	$192.00	$192.00
B02	Site Engineer (Civil)	Richard Jones	$236.00	$230.00	$230.00
B02	Site Engineer (Civil)	Sahil Chordia	$197.00	$192.00	$192.00
B02	Site Engineer (Civil)	Shaun Hamilton	$180.00	$175.00	$175.00
B02	Site Engineer (Civil)	Terry McCrystal	$160.00	$150.00	$150.00

Category	Role	Name	Hourly Rates ($, exc GST)		
			Short Term $	Med Term $	Long Term $
B02	Site Engineer (Civil)	Wee Teck Yeo	$197.00	$192.00	$192.00
B02	Site Engineer (Civil)	Sheng Dong	$160.00	$150.00	$150.00
B02	Site Engineer (Civil)	Violeta Paras	$160.00	$150.00	$150.00
B02	Site Engineer (Civil)	Sela Parlour	$160.00	$150.00	$150.00
B02	Site Engineer (Civil)	Mohammed Rashidy	$160.00	$150.00	$150.00
B02	Site Engineer (Civil)	George Malan	$160.00	$150.00	$150.00
B02	Site Engineer (Civil)	Matthew (Matt) Box	$218.00	$212.00	$212.00
B02	Site Engineer (Civil)	Aaron Cassidy	$218.00	$212.00	$212.00
B02	Site Engineer (Civil)	David Edwards	$197.00	$192.00	$192.00
B02	Site Engineer (Civil)	Travis Wittingslow	$197.00	$192.00	$192.00
B02	Site Engineer (Civil)	Trent Pease	$128.00	$125.00	$125.00
B02	Site Engineer (Civil)	Mark Hausfield	$218.00	$212.00	$212.00
B02	Site Engineer (Civil)	Michael Compton	$128.00	$125.00	$125.00
B02	Site Engineer (Civil)	Sean McGill	$128.00	$125.00	$125.00
B02	Site Engineer (Civil)	Luke Garthon	$197.00	$192.00	$192.00
B02	Site Engineer (Civil)	Rob Dorgelo	$231.00	$225.00	$225.00
B02	Site Engineer (Civil)	Pieter ELS	$231.00	$225.00	$225.00
B02	Site Engineer (Civil)	Luke FRISKE	$231.00	$225.00	$225.00
B02	Site Engineer (Civil)	Xavier THOMPSON	$181.00	$175.00	$175.00
B02	Site Engineer (Civil)	Tobias VAN NIEKERK	$231.00	$225.00	$225.00
B02	Site Engineer (Civil)	Adam WHITTAKER	$206.00	$200.00	$200.00

Category	Role	Name	Hourly Rates ($, exc GST)		
			Short Term $	Med Term $	Long Term $
B02	Site Engineer (Civil)	Darren ALCOCK	$191.00	$185.00	$185.00
B03	Site Engineer (Electrical and ITS)	Daniel Roesner	$218.00	$212.00	$212.00
B03	Site Engineer (Electrical and ITS)	Nick Rudland	$146.00	$142.00	$142.00
B03	Site Engineer (Electrical and ITS)	Tim Jennings	$269.00	$262.00	$262.00
B03	Site Engineer (Electrical and ITS)	Neal DIGBY	$206.00	$200.00	$200.00
B04	Design Engineer (Civil)	Steven Runge	$207.00	$202.00	$202.00
B04	Design Engineer (Civil)	Chris Cuthbert	$180.00	$175.00	$175.00
B04	Design Engineer (Civil)	Chris Demartini	$241.00	$235.00	$235.00
B04	Design Engineer (Civil)	Jacob Miethke	$197.00	$192.00	$192.00
B04	Design Engineer (Civil)	Jared Cooke	$262.00	$255.00	$225.00
B04	Design Engineer (Civil)	Jeff Davis	$287.00	$280.00	$280.00
B04	Design Engineer (Civil)	Ken Ross	$371.00	$362.00	$362.00
B04	Design Engineer (Civil)	Kerry Nissen	$247.00	$240.00	$240.00
B04	Design Engineer (Civil)	Malcolm Tilgner	$262.00	$255.00	$255.00
B04	Design Engineer (Civil)	Mark Reynolds	$262.00	$255.00	$255.00
B04	Design Engineer (Civil)	Robert Young	$241.00	$235.00	$235.00
B04	Design Engineer (Civil)	Sara Leach	$242.00	$235.00	$235.00
B04	Design Engineer (Civil)	Shayma Fernando	$218.00	$212.00	$212.00
B04	Design Engineer (Civil)	Guy Porter	$287.00	$280.00	$280.00
B04	Design Engineer (Civil)	Eric Van Dyk	$313.00	$305.00	$305.00
B04	Design Engineer (Civil)	Santiago Estrada	$241.00	$235.00	$235.00

Category	Role	Name	Hourly Rates ($, exc GST)		
			Short Term $	Med Term $	Long Term $
B04	Design Engineer (Civil)	Aaron Cassidy	$218.00	$212.00	$212.00
B04	Design Engineer (Civil)	Howard Goodes	$218.00	$212.00	$212.00
B04	Design Engineer (Civil)	Mark Wilkinson	$251.00	$245.00	$245.00
B05	Design Engineer (Electrical and ITS)	Nick Rudland	$146.00	$142.00	$142.00
B05	Design Engineer (Electrical and ITS)	Tim Jennings	$269.00	$262.00	$262.00
B05	Design Engineer (Electrical and ITS)	Neal DIGBY	$206.00	$200.00	$200.00
B06	Designer Technical Advisor	Arvind Chovatia	$195.00	$190.00	$190.00
B06	Designer Technical Advisor	Chris Cuthbert	$180.00	$175.00	$175.00
B06	Designer Technical Advisor	Chris Steer	$233.00	$227.00	$227.00
B06	Designer Technical Advisor	Dean Strawbridge	$200.00	$195.00	$195.00
B06	Designer Technical Advisor	Glen Crothers	$177.00	$172.00	$172.00
B06	Designer Technical Advisor	James Walsh	$218.00	$212.00	$212.00
B06	Designer Technical Advisor	Michael Shipman	$233.00	$227.00	$227.00
B06	Designer Technical Advisor	Peter Villic	$264.00	$257.00	$257.00
B06	Designer Technical Advisor	Stephen Curtis	$213.00	$207.00	$207.00
B06	Designer Technical Advisor	Stephenie Warbrooke	$141.00	$138.00	$138.00
B06	Designer Technical Advisor	Moshin Khan	$197.00	$192.00	$192.00
B06	Designer Technical Advisor	Brenton SNELLING	$161.00	$155.00	$155.00
B07	Inspector (Roadwiorks)	Wayne Jubber	$155.00	$150.00	$150.00
B07	Inspector (Roadworks)	Anthony Thomson	$135.00	$135.00	$135.00
B07	Inspector (Roadworks)	Bob Muggeridge	$168.00	$164.00	$164.00

Category	Role	Name	Hourly Rates ($, exc GST)		
			Short Term $	Med Term $	Long Term $
B07	Inspector (Roadworks)	David Dick	$206.00	$201.00	$201.00
B07	Inspector (Roadworks)	David Waldon	$155.00	$150.00	$150.00
B07	Inspector (Roadworks)	Ivan Skinner	$223.00	$217.00	$217.00
B07	Inspector (Roadworks)	John Zgrajewski	$168.00	$164.00	$164.00
B07	Inspector (Roadworks)	Ken Shipman	$187.00	$182.00	$182.00
B07	Inspector (Roadworks)	Lachlan McConkey	$168.00	$164.00	$164.00
B07	Inspector (Roadworks)	Nicollas McCann	$168.00	$164.00	$164.00
B07	Inspector (Roadworks)	Pat Reimers	$155.00	$150.00	$150.00
B07	Inspector (Roadworks)	Rick Tarrant	$205.00	$200.00	$200.00
B07	Inspector (Roadworks)	Russell Smith	$207.00	$202.00	$202.00
B07	Inspector (Roadworks)	Shane McGuire	$218.00	$212.00	$212.00
B07	Inspector (Roadworks)	William Johnson	$168.00	$164.00	$164.00
B07	Inspector (Roadworks)	Glenn Cunningham	$187.00	$182.00	$182.00
B08	Inspector (Structures)	Kelvin Baillie	$135.00	$135.00	$135.00
B08	Inspector (Structures)	Paul Williams	$135.00	$135.00	$135.00
B08	Inspector (Structures)	Bob Muggeridge	$168.00	$164.00	$164.00
B08	Inspector (Structures)	Ivan Skinner	$223.00	$217.00	$217.00
B08	Inspector (Structures)	John Zgrajewski	$206.00	$201.00	$201.00
B08	Inspector (Structures)	Ken Shipman	$187.00	$182.00	$182.00
B08	Inspector (Structures)	Rick Tarrant	$205.00	$200.00	$200.00
B08	Inspector (Structures)	Rod Hazell	$180.00	$175.00	$175.00

Category	Role	Name	Hourly Rates ($, exc GST)		
			Short Term $	Med Term $	Long Term $
B08	Inspector (Structures)	Russell Smith	$207.00	$202.00	$202.00
B08	Inspector (Structures)	Shane McGuire	$218.00	$212.00	$212.00
B09	Inspector (Electrical and ITS)	Fred Andrews	$197.00	$192.00	$192.00
B09	Inspector (Electrical and ITS)	Neal Digby	$180.00	$175.00	$175.00
B09	Inspector (Electrical and ITS)	Ross Duff	$208.00	$202.00	$202.00
B10	Surveillance Engineer	Steven Runge	$207.00	$202.00	$202.00
B10	Surveillance Engineer	Chris Demartini	$241.00	$235.00	$235.00
B10	Surveillance Engineer	Chris Green	$241.00	$235.00	$235.00
B10	Surveillance Engineer	Col Arthy	$226.00	$220.00	$220.00
B10	Surveillance Engineer	Hewa Anura Santha	$218.00	$212.00	$212.00
B10	Surveillance Engineer	Kerry Nissen	$247.00	$240.00	$240.00
B10	Surveillance Engineer	Malcolm Tilgner	$262.00	$255.00	$255.00
B10	Surveillance Engineer	Mark Reynolds	$262.00	$255.00	$255.00
B10	Surveillance Engineer	Peter Konecny	$261.00	$255.00	$255.00
B10	Surveillance Engineer	Mark Wilkinson	$251.00	$245.00	$245.00
B10	Surveillance Engineer	Giles LEWER	$231.00	$225.00	$225.00
B11	Dispute Resolution Advisor	Peter Konecny	$261.00	$255.00	$255.00
B12	Specialist Claims Assessor/Advisor	Derek Arrowsmith	$226.00	$220.00	$220.00
B12	Specialist Claims Assessor/Advisor	Peter Konecny	$261.00	$255.00	$255.00
B12	Specialist Claims Assessor/Advisor	Col Arthy	$226.00	$220.00	$220.00
B12	Specialist Claims Assessor/Advisor	Mark Reynolds	$262.00	$255.00	$255.00

Category	Role	Name	Hourly Rates ($, exc GST)		
			Short Term $	Med Term $	Long Term $
B13	Contract Administrator (Level 2)	Andrew Guazzo	$195.00	$195.00	$195.00
B13	Contract Administrator (Level 2)	Hewa Anura Santha	$218.00	$212.00	$212.00
B13	Contract Administrator (Level 2)	Mark Reynolds	$262.00	$255.00	$255.00
B13	Contract Administrator (Level 2)	Wee Teck Yeo	$197.00	$192.00	$192.00
B13	Contract Administrator (Level 2)	Matthew Reeves	$197.00	$192.00	$192.00
B13	Contract Administrator (Level 2)	Mark Wilkinson	$251.00	$245.00	$245.00
B13	Contract Administrator (Level 2)	Guy PORTER	$326.00	$320.00	$320.00

2. This Deed of Variation takes effect on 1 November 2018 or the date the last party executes this Deed.

3. In all other respects the Agreement will remain unaltered and continues to have affect according to its terms.

Executed as a Deed

Signed, sealed and delivered for and on behalf of the **State of Queensland** acting through the Department of Transport and Main Roads

this ....7th.... day of ....MAY..... .2019

by Stephen How Lum/Director (Infrastructure Procurement)

[redacted]
(Signature)

who is a duly authorised officer in the presence of:

.....MICKY GILL.....
(Print name of Witness)

[redacted]
(Signature of Witness)

Signed, sealed and delivered for and on behalf of **SMEC Australia Pty Ltd** (ABN 47 065 475 149) in accordance with s 127 of the *Corporations Act 2001 (Cth)*

this ..... day of ..... .2019

by .....TREVOR SULLIVAN.....
Sole Director and Secretary/Director (print name)

[redacted]
(Signature of Director)

and by
.....DAVID COLLETT.....
~~Director~~/Company Secretary (print name)

[redacted]
(Signature of ~~Director~~/Company Secretary)

17 May 2024

Letter Ref: 815-J019-0219
GBJV Ref: T-151

Peter Konecny
Administrator
Level 6, 480 St Pauls Terrace
Fortitude Valley Q 4006

Delivered by email to: [redacted]

Dear Sir,

PROJECT:	**CENTENARY MOTORWAY JINDALEE - Centenary Bridge Upgrade - Stage 2 ("Project")**
CONTRACT NO.:	**CN-13712**
CONTRACT:	**Transport Infrastructure Contract - August 2022 (CBUP Special Edition) ("Contract")**
PRINCIPAL:	**The State of Queensland acting through the Department of Transport and Main Roads ("Principal")**
ADMINISTRATOR:	**Peter Konecny (SMEC) ("Administrator")**
CONTRACTOR:	**B.M.D. CONSTRUCTIONS PTY. LIMITED & GEORGIOU GROUP PTY LTD - ABN 20 185 567 437 ("Contractor")**
SUBJECT:	**Trade Union Disruption** **Contractor's Extension of Time Claim Under Clause 35.5**

We refer to the delay, disruption and additional costs caused by ongoing trade union actions. Below, the Contractor sets out its Claim for an extension of time.

1. Executive Summary

1.1 Since February 2024, various representatives and associates of the Construction, Forestry and Maritime Employees Union (**CFMEU**) delayed, disrupted and interfered with the Work Under the Contract.

1.2 As a result of this delay, the Contractor claims:

(a) An extension to the Date for Practical Completion of 19 Working Days for the impact of the delay up to 23 April 2024; and

(b) A further extension to be quantified in due course of the consequential effect of the delay.

1.3 The Contractor confirms that the delay is likely to continue and as a consequence so are further extension of time Claims.

1.4 The Contractor bases its claim on an impacted proposed revised Current Program (Rev E1).

1.5 The Contractor has taken all reasonable steps to preclude the occurrence of the cause and minimise the consequences and costs of the delay under Clause 35.5(j).

1.6 The Principal can assist the Contractor to mitigate and minimise the impacts of the delay and disruption by issuing the directions requested further below.

2. Union Attendance and Disruption

2.1 On 27 February 2024 and 13 March 2024, CFMEU members and sympathisers physically blocked the Contractor's deliveries of temporary steelwork (required for the Contractor's temporary gantry system).

2.2 Between 13 and 27 March 2024, CFMEU members and sympathisers blockaded or otherwise maintained a presence at the Contractor's Gate 1 with the effect of preventing the Contractor's deliveries of temporary steelwork.

2.3 The Contractor did not attempt to redeliver the temporary steelwork until 23 April 2024 because of the CFMEU's express warning that it would continue to prevent such redelivery.

2.4 On the following dates CFMEU members and sympathisers unlawfully entered the Site and/or failed to comply with the Contractor's reasonable requests to comply with its safety requirements (e.g. signing on to the Contractor's visitors register):

(a) 16 April 2024;

(b) 17 April 2024 (day and night);

(c) 18 April 2024;

(d) 23 April 2024;

(e) 29 April 2024; and

(f) 14 May 2024.

2.5 The Contractor **appends** a more detailed chronology of the CFMEU's disruptive actions at Appendix 1.

3. Proposed Revised Current Program

3.1 The Contractor has developed a revised program ('**Rev E1**') it proposes to become the Current Program. Rev E1 makes the following changes to the Current Program:

(a) An erroneous logic link which drove the installation of temporary gantry pile TP11DS and consequently a portion of Drainage Line 50 has been removed. The effect of removing this logic link is that Drainage Line 50 gains total float and so moves off the critical path. The extensions of time granted or claimed under:

(i) EOT-001 (T-028 Drainage Line 50 Changes);

(ii) EOT-012 (T-141 Pier 5 Pile 4 Geotechnical Conditions); and

(iii) T-146 Pier 5 Pile 3 Geotechnical Conditions;

would therefore no longer claimable under Rev E1;

(b) Replaces the Current Program's simple temporary gantry steel work breakdown structure (**WBS**) with a Level 4 WBS reflective of the final design of this temporary structure. This includes intermediate logic linking progress of the installation of the temporary gantry steel (and commissioning of the gantry cranes) to the commencement of the relevant elements of the proposed Northbound Centenary Bridge. For example, once the temporary gantry steelwork has been installed from Abutment A to Pier 2 (and the gantry cranes commissioned), the installation of Pier 2 pilecap shells and blade walls can commence;

(c) Incorporation of activity status (i.e. actual start and finish dates and/or proportions complete) up to and including 26 February 2024; and

(d) Other minor changes to reflect the Contractor's methodologies and sequence of work.

3.2 Clause 33.4.4 requires the Administrator's prior written agreement to make changes to the Current Program. The Contractor requests the Administrator's written agreement that Rev E1 become the Current Program.

4. Extension of time Claim

4.1 The Contractor has been delayed in reaching Practical Completion by the actions of the CFMEU described in the Background section and Appendix 1.

4.2 Of particular impact to date were the CFMEU's actions in preventing the Contractor from delivering materials required for its temporary gantry steelwork to the Site between 27 February 2024 to 23 April 2024 and therefore to the Contractor commencing the installation of this steelwork.

4.3 Due to the delays caused by the CFMEU's actions, the Contractor is entitled to recover its time and/or costs of the delays due to a Change in Legislative Requirement. The Contractor will issue a subsequent notice in this regard.

4.4 Furthermore, without detracting from the above position, the Contractor:

(a) also considers it is or may be entitled to its claim for time and/or costs due to the delays caused by the CFMEU's actions under the following bases (without limitation):

(i) delays caused by the Principal, the Administrator or the Principal's employees, consultants, other Contractors or agents;

(ii) Latent Conditions; and/or

(iii) variations directed under clause 40;

(b) and reserves its right to claim for an extension of time due to the delays caused by the CFMEU's actions under the following bases (without limitation):

(i) events which are beyond the reasonable control of the Contractor; and/or

(ii) Industrial Matters.

4.5 This delay will have a consequential impact to critical path activities which cannot be accurately quantified at this time. This is because the Contractor will now be concurrently constructing the new Northbound Centenary Bridge whilst installing the temporary steelwork. Without the delay, the temporary steelwork would have been substantially complete prior to constructing the new Northbound Centenary Bridge. Both of these activities rely on some of the same plant, equipment and physical space on the Site and so progressing one of them will necessarily delay or disrupt the other.

4.6 The Contractor relies on the Background section above in respect of the facts upon which its Claim is based.

4.7 In support of the quantum of its Claim and in accordance with the requirements of Clause 33.4, the Contractor attaches an impacted Rev E1 program which makes the following changes to Rev E1 to model the impact of the delay:

(a) Insertion of Activity A7190 'Delay due to union', with a finish-start relationship to the commencement of temporary steelwork installation (Activity A16865 'TP0 to TP2 - Stage 1 - Deliver to Site, Sort & Assemble 6 Pedestals & TPA(2)'), commencing on 27 February 2024 and finishing on 23 April 2024.

4.8 The difference between Contractor Date of Practical Completion shown on:

(a) Rev E1 (unimpacted) - 22 December 2026; and

(b) Rev E1 (impacted) - 21 January 2027;

is 19 Working Days.

4.9 The Contractor therefore claims:

(a) An extension to the Date for Practical Completion of 19 Working Days for the impact of the delay up to 23 April 2024; and

(b) A further extension (to be quantified in due course) relating to the consequential effect of the delay.

5. Contractor Steps Taken - Avoiding Cause & Minimising Delay Consequences

5.1 The Contractor has taken all reasonable steps to preclude the occurrence of the cause and minimise the consequences and costs of the delay under Clause 35.5(j). The Contractor sets out details of these steps below.

Promoting industrial harmony

5.2 The Contractor has done and continues to do the following things in promoting industrial harmony on the Project:

(a) Entered into good faith, albeit ultimately unsuccessful, negotiations with CFMEU in relation to the Contractor's Greenfields Agreement for its wages employees;

(b) Successfully negotiated with the Australian Workers Union in relation to the Contractor's Greenfields Agreement for its wages employees;

(c) Promotes freedom of association;

(d) Regularly consults with its workforce, including via its monthly Project HSEQ Committee meetings and discussions regarding rostered days off; and

(e) Complies with legislative requirements in respect of industrial relations.

5.3 The Contractor does the following things when engaging Subcontractors to work on the Project:

(a) Secures the Subcontractor's execution of the Principal's "Ethical Supplier Threshold Declaration";

(b) Ensures, where applicable, the Subcontractor holds a valid labour hire licence;

(c) Undertakes random audits of its Subcontractors;

(d) Where requested, mandates Subcontractor submission of a statutory declaration with progress claims.

Endeavours to deliver temporary gantry steel

5.4 Following the Contractor's frustrated attempts to deliver temporary gantry steel on 27 February and 13 March 2024, the Contractor investigated alternative methods of delivery.

5.5 The Contractor explored the option of a QPS escort to 'force' entry to Gate 1, however, this was not pursued for the following reasons:

(a) Observations of QPS actions and feedback from various heavy transport industry contacts is that the QPS will deliver to the appointed address but not get involved in IR disputes;

(b) This was ultimately not of assistance, as the truck(s) are likely to be turned away from the Contractor's Gate 1 as per the Contractor's experience; and

(c) If the delivery were to pass Gate 1 and enter Site, the truck must still cross the ATP near the UU Pump Station and could easily be (re-)blockaded at this point by the CFMEU without the assistance of QPS.

5.6 The Contractor explored the option of a marine transport via the Brisbane River; however, this was not pursued for the following reasons:

(a) Whilst some elements of the temporary gantry steel can be delivered and then installed by river, construction must commence from the southern (Jindalee) end; and

(b) Marine transport is therefore not a practical option for the start of the Overhead Gantry Support Steelwork installation.

5.7 The Contractor explored the option of constructing an entry point directly from the Motorway (same as Gate 6 on the north-side of the river); however, this was not pursued for the following reasons:

(a) Such an entry point would take months to construct;

(b) It would further restrict the working space needed to actually construct the temporary gantry steel;

(c) It would only work as an entry (i.e. the trucks will have to reverse out each night under traffic control);

(d) It would be of a non-standard design due to available length and deceleration considerations; and

(e) Could also be readily blockaded.

Additional resources

5.8 The Contractor has employed substantial extra resources to secure the Site from the unlawful and unreasonable actions of the CFMEU:

(a) Approximately forty security guards to patrol and secure the Site;

(b) Two specialist industrial relations consultants to attend the Site and deal with CFMEU attendance generally;

(c) One lawyer (partner level) to attend the Site and provide legal advice in relation to the CFMEU's actions and notices;

(d) Ten dual-CCTV cameras to monitor the Site and record the unlawful and unreasonable actions of the CFMEU; and

(e) Additional temporary fencing.

Alternative methods of constructing the Works

5.9 The Contractor's temporary gantry structure and twin gantry cranes were fundamental to the Contractor's Tender offer and its ability to carry out the Work Under the Contract. The Contractor relies on it to, amongst other things:

(a) Provide a means of access from land to marine piers for the Contractor's personnel;

(b) Affix concrete pumping equipment to pump concrete from a land-based hopper to marine piers;

(c) Transport all temporary and permanent materials from land to marine piers, including:

(i) Lifting pilecap shells (approx. 35T each);

(ii) Lifting blade-wall formwork;

(iii) Lifting permanent girders into place - noting the severe restrictions on transporting these elements due to their size and mass; and

(d) Remove all materials no longer required from marine piers to land.

5.10 The Contractor is investigating methods of carrying out the Work Under the Contract in relation to the proposed Northbound Centenary Bridge in the absence of the temporary gantry structure and twin gantry cranes caused by the delay described by this notice.

6. Directions will assist the Principal and the Contractor

6.1 As the Contractor described above, the Contractor has taken all reasonable steps to preclude the occurrence of the cause and minimise the consequences of the delay under Clause 35.5(j)

6.2 The Contract does not require the Contractor to incur any additional cost to minimise and mitigate the cost and time impacts that arise from a qualifying cause of delay. However, the Principal can assist the Contractor to mitigate and minimise the impacts of the delay and disruption by issuing directions.

6.3 The Contractor recommends for the Principal's Representative to issue the following open directions to minimise and mitigate the cost and time impacts of the trade union actions:

(a) A direction under Clause 33.1(e) to change the order and timing of the various stages or parts of the Work Under the Contract;

(b) A direction under Clause 33.5(a) to accelerate the performance of the Work Under the Contract to overcome the whole or part of the delay which gave rise to the entitlement to an extension of time;

(c) A direction for the Contractor to execute additional work under Clause 40.1(a).

6.4 The actions the Contractor will investigate and/or undertake include:

(a) Extending the hire of the PM North barge and ringer crane (approx. $115,000 per week) to facilitate lifting operations in lieu of the temporary gantry cranes;

(b) Hiring a satellite pump and other additional boom pumps to facilitate concrete pours (approx. $200,000 per month); and

(c) Arranging additional work punt(s) to facilitate transport of workers to marine piers (approx. $20,000 per month).

6.5 The Contractor respectfully asks the Principal to issue these directions as soon as possible. Timely directions will allow the Contractor to take steps to protect the Principal's interests sooner.

7. Reservation of Rights

7.1 The Contractor reserves all rights including its right to update this notice as further details become available and to claim its time and costs in respect of the matters raised under this notice.

7.2 Should you have any queries regarding this Notice please do not hesitate to contact the undersigned, or the Contractor's Commercial Engineer, Mr Rex Clarke.

Yours faithfully
GEORGIOU BMD JOINT VENTURE



Mr Gareth Davie
Contractor's Project Director

ANNEXURE A - DETAILED EVENTS

23 February 2024 - CFMEU/AWU Confrontation

7.1 On 23 February 2024:

(a) From approximately 7:00am, approximately five persons in CFMEU attire and paraphernalia congregated in the Jindalee Fitness 24/7 car park, adjacent to the Contractor's Gate 1;

(b) At 8:00am, the Contractor's Leigh Hahn and Gavin Kenny held a routine meeting with representatives of the Australian Workers Union (**AWU**) in the Contractor's meeting room at its offices on Site;

(c) At approximately 8:15am:

(i) Four CFMEU members interrupted the Contractor's meeting with the AWU;

(ii) Three CFMEU members presented right of entry notices under Section 117 of the WHS Act;

(iii) The CFMEU members:

(A) Became confrontational with the AWU representatives in discussion and argument regarding union coverage;

(B) Requested the Contractor terminate the Project Greenfields Agreement;

(C) Asked how the CFMEU could become party to the Project Greenfields Agreement;

(d) Between approximately 9:15am and 10:30am, the four CFMEU members were escorted around the Site by the Contractor's Gavin Kenny, Ben Weston and Leigh Hahn (to address their concerns raised in their right of entry notices under Section 117); and

(e) At approximately 9:45am, the AWU members drove their vehicles out of the Contractor's Gate 1. En route, the AWU members were aggressively and physically confronted by approximately 20 persons in CFMEU attire. The CFMEU personnel blocked the passage of the vehicles and variously pushed, punched, kicked, shook and chanted obscenities at the vehicles and the persons in them.

28 February 2024 - attempted delivery of temporary steelwork

7.2 On 28 February 2024:

(a) At approximately 7:15am, CFMEU organisers Dean Mattas and Dylan Howard provided right of entry notices under Section 117 of the WHS Act;

(b) Between five and ten persons in CFMEU attire gathered at the Contractor's Gate 1 and effected the blockage and diversion of two deliveries to the Site:

(i) One container of temporary steelwork; and

(ii) One truck carrying steel reinforcing for the Works.

Intermittent attendance by CFMEU at Gate 1

7.3 Between 29 February 2024 and 13 March 2024 inclusive, between five and ten CFMEU members and sympathisers were present at the Contractor's Gate 1.

7.4 During most Working Days and Working Hours between these dates, CFMEU members and sympathisers attended the Contractor's Gate 1 and stated their intention was to continue to blockade the delivery of the Contractor's temporary steelwork. The CFMEU personnel variously carried placards conveying their purported concerns.

13 March 2024 - CFMEU block access to site by gantry steel truck

7.5 On March 13 2024:

(a) The Contractor attempted to deliver two loads of temporary steelwork to the Site;

(b) The CFMEU sympathisers physically blocked entry to the Contractor's delivery trucks and the Queensland Police Service (**QPS**) were called;

(c) Having been prevented safe ingress to site, the Contractor's delivery trucks were held on the public road;

(d) The QPS did not have time to address the Contractor's concerns of the CFMEU's trespassing or industrial relations breaches, and was instead concerned only with hazards to public amenity. The QPS was concerned that the Contractor's truck was blocking early morning traffic.;

(e) The QPS chose not to assist the Contractor to deliver the steel. The trucks were directed by the QPS to leave Site and so the delivery failed;

(f) Hayden Turner-Davey of the CFMEU provided a notice of entry under Section 117 of the WHS Act. Mr Turner-Davey gave the following details of the suspected contravention of the WHS in his notice:

Additional – for entry under section 117
Details of the suspected contravention to which this notice relates:

Non Compliant steel - Requesting all Documentation for testing of Boron Content in Part (1) Headstock, Part (2) Bracing & Part (3) Pedistals all Relevant Documentation regarding - Welding documentation, Material test certificates; Welding standards, for Fabrication outside of australia Weld maps / Qualified or non Qualified, traceability of materials Documentation of - Part (1) Headstocks, Part (2) Bracing, Part (3) Pedistals

13 March to 27 March 2024 - CFMEU presence at Site

7.6 Between 13 March and 27 March 2024 inclusive, CFMEU members or sympathisers maintained a constant day and night presence at the Contractor's Gate 1. During this time, the CFMEU members and sympathisers physically blocked, then inspected and checked every delivery made by the Contractor which it suspected of carrying temporary steelwork before allowing its entry to the Site.

7.7 During this period:

(a) CFMEU members and sympathisers attended the storage yard of Blue Water Shipping, where the Contractor was storing its temporary steelwork, and questioned employees of Blue Water Shipping and its transport supplier (Arrow Transport) regarding planned delivery dates and times of the temporary steelwork. Blue Water Shipping raised its concern regarding the threatening and intimidatory nature of the CFMEU visits to its premises;

(b) On 14, 25 and 26 March 2024, CFMEU organisers Dylan Howard, Hayden Turner and Cody Budgeon provided a notices of entry under Section 117 of the WHS Act. The notices of entry variously stated the following as suspected contraventions of the WHS Act:

(i) Non-Compliant Steel - Requesting all information and documentation for boron content in Part 1 Headstock, Part 2 Bracing and Part 3 Pedestals. All relevant documentation regarding - Welding documentation, Material Test Certificates, Welding Standards, Welding Maps, Traceability of materials/documentation of Part 1 Headstock, Part 2 Bracing and Part 3 Pedestals;

(ii) Information, Instruction, Training and Supervision provided to workers regarding safe systems of work;

(iii) Non-compliant access and egress;

(iv) Falls from heights;

(v) Non-compliant traffic management plan;

(vi) Working outside of traffic management plan;

(vii) Workers exposed to silica dust; and

(c) On 18 March 2024 at approximately 10:00pm, two CFMEU members or sympathisers entered the Site without providing notices of entry or otherwise by approval of the Contractor. The CFMEU members or sympathisers spoke with the Contractor's traffic controllers.

<u>16 April 2024 - Dean Reilly attendance</u>

7.8 On 16 April 2024:

(a) Mr Dean Rielly of the CFMEU was noticed walking on the active transport path (**ATP**) under Abutment A at 9:50am;

(b) Gavin Kenny (the Contractor's Superintendent) and Ben Weston (the Contractor's Safety Manager) walked to the Abutment A area to meet with Mr Rielly;

(c) Mr Rielly asked to look at the pre-start booklet for a Subcontractor crane in use at abutment A along with service records and operator verification of competencies (**VOCs**), specifically the 1,000hr service records.

(d) In a form of physical protest, Mr Rielly seated himself on the ground under the crane to stop its use until the documentation was provided;

(e) Mr Rielly was trespassing because he does not hold a right of entry permit.

(f) Mr Rielly viewed the documentation and left site around 12pm; and

(g) Whilst Mr Rielly was on Site, the Contractor's steel fixers at Abutment A ceased work at 10:00am and did not return to work until 12:00pm. The Contractor's piling Subcontractor was also unable to work during this time due to Mr Rielly sitting under its crane.

<u>17 April 2024 Dayshift - CFMEU attendance</u>

7.9 On 17 April 2024 from approximately 8:00am:

(a) Two CFMEU organisers entered the Site without providing notices of entry;

(b) The Contractor spoke with the two organisers about their previous requests for information regarding two piling Subcontractor cranes;

(c) Upon it becoming clear to the contractor that the CFMEU organisers did not have a lawful reason to be on the Site, the Contractor requested they leave the Site. Upon refusal, the Contractor called the QPS to assist;

(d) The QPS advised that they cannot remove personnel without direction in writing from WHSQ;

(e) The Contractor contacted WHSQ and requested the assistance of their inspectors;

(f) WHSQ, the Contractor and CFMEU convened a meeting and concluded issues were resolved.

(g) The CFMEU visit disrupted southern landside piling, marine piling and Pier 6 activities.

17 April 2024 Nightshift - CFMEU attendance

7.10 On 17 April 2024:

(a) At around 8:10pm three CFMEU members arrived at the Site. Dylan Howard & Cody Budgeon of the CFMEU presented notices of entry under Section 117 of the WHS Act to the Contractor. Mr Howard and Mr Budgeon presented valid entry permits. A third man wearing CFMEU attire did not present a notice of entry or entry permit;

(b) The notices of entry contained the following suspected safety contraventions:

(i) Non-compliant access;

(ii) Work area lighting;

(iii) Plant & maintenance records; and

(iv) Information, instruction and training provided to workers around safe systems of work;

(c) At around 8:30pm, the Contractor commenced a cessation of Work Under the Contract because it was not resourced to provide adequate supervision whilst simultaneously managing the disruptive impact of the CFMEU's interference;

(d) At around 10:00pm, all Contractor personnel and CFMEU members vacated the Site;

18 April 2024 - CFMEU attendance

7.11 On 18 April 2024 from approximately 9:00am:

(a) Mr Luke Gibson parked outside the Contractor's Gate 6 at Vidgen Lane, unlawfully entered the Site and walked to the Contractor's office and amenities at the northern abutment;

(b) Gareth Davie (the Contractor's Representative), Mr Weston and Ward Burdekin (the Contractor's off-Project General Superintendent) met Mr Gibson at the Contractor's office and amenities at the northern abutment;

(c) Mr Burdekin advised Mr Gibson of the Contractor's safety requirement to report first to the Contractor's primary site office at the southern end of the Site and to sign the visitors register;

(d) Mr Gibson stated he was attending Site to follow up on the CFMEU's Site attendance of 17 April 2024;

(e) The Contractor and Mr Gibson held discussions until Mr Gibson left Site at approximately 10:30am.

23 April 2024 - CFMEU attendance

7.12 On 23 April 2024 at the southern end of the Site:

(a) At approximately 7:30am:

(i) CFMEU member Hayden Turner-Davey at the Site through the Contractor's Gate 1;

(ii) Mr Turner-Davey was asked to sign the Contractor's visitor register by the Contractor's industrial relations consultants Steve Lovewell and Grant Benson, but Mr Turner-Davey refused to do so;

(iii) Mr Turner-Davey gave a notice of entry under Section 117 of the WHS Act to Mr Lovewell and proceeded to start walking through the Contractor's precast yard. The Contractor's security guards attempted to stop Mr Turner-Davey trespassing;

(b) Around 7:45am:

(i) CFMEU members Dylan Howard and Matthew Vonhoff arrived at the Site through the Contractor's Gate 1 and also proceeded to walk through the precast yard.

(ii) The Contractor's security guards attempted to stop Mr Howard and Mr Vonhoff trespassing;

(iii) Mr Howard and Mr Vonhoff gave a notices of entry under Section 117 of the WHS Act to Mr Benson, but refused the Contractor's requests for them to sign the Contractor's visitor register;

(c) For approximately 45 minutes, discussions were subsequently held between the Contractor any the CFMEU members noted above in relation to signing the Contractor's visitor register. It was agreed by both parties that the Contractor could fill in the visitor register with the names of the CFMEU members, however the CFMEU members refused to sign or initial their name agreeing to the Contractor's Site rules;

(d) At 8:11am, two delivery trucks arrived at the Site with deliveries of temporary steelwork;

(e) At around 8:25am, QPS were called by the Contractor. At about 8:35am, three QPS members arrived at the Site and commenced discussions between the parties. This continued for approximately 90 minutes;

(f) At 9:07am, the Contractor lodged a complaint with WHSQ in relation to the actions of the CFMEU members;

(g) At 9:50am, the Contractor attempted to commence unloading the steel, however the Contractor's cranage Subcontractor, Borger Crane Hire (**Borgers**) refused to commence unloading without viewing the lift plan and the material composition test results of the steelwork;

(h) At around 10:20am, QPS left the Site, stating that no infringement had taken place and they were told by their seniors to no longer attend;

(i) At 10:25am, the Contractor and the Borgers personnel viewed the documents requested by Borgers and subsequently unloaded the steelwork;

(j) At 10:50am, WHSQ Senior Inspectors Jason Argent and John Azcune, arrived at the Site. The parties held discussions in relation to signing the Contractor's visitor register for approximately 2.5 hours;

(k) At around 11:40am, the steelwork was unloaded;

(l) At 1:30pm, the discussions between the Contractor, CFMEU and WHSQ stalled and at this time Mr Howard and Mr Vonhoff left the Site;

(m) At 1:40pm, Mr Turner-Davey walked into the Contractor's Pier 1 work area before leaving at around 2:00pm;

7.13 On 23 April 2024 at the northern end of the Site:

(a) At 10:00am, CFMEU members Dean Mattas and Ben Cox arrived at the Site through the Contractor's Gate 6 at Vidgen Lane and were met by the Contractor's Nicholas Willetts who asked Mr Mattas and Mr Cox to sign on to the Contractor's visitors register (whose request was refused). Mr Mattas and Mr Cox provided notices of entry under Section 117 of the WHS Act;

(b) Mr Mattas and Mr Cox walked to the Contractor's Abutment B crane pad and obstructed the Work Under the Contract at this location (a 'positrack' bobcat);

(c) The Contractor and Mr Mattas and Mr Cox held discussions for around 90 min in an attempt to understand the suspected contraventions listed on Mr Mattas' and Mr Cox' notices of entry;

(d) At around 1:05pm, Mr Mattas and Mr Cox then moved to prevent the Contractor's planned concrete pour of a Pier 5 marine pile by physically obstructing the Contractor in discharging concrete from trucks into its concrete pump, despite the Contractor's attempts to stop these unlawful actions;

(e) At 2:30pm, Mr Argent and Mr Azcune of WHSQ arrived at the northern abutment and joined discussions relating to Mr Mattas' and Mr Cox' notices of entry;

(f) At around 3pm, the Contractor abandoned its attempts to pour the Pier 5 marine pile; and

(g) At around 4:00pm, Mr Argent, Mr Azcune, Mr Mattas and Mr Cox left the Site.

29 April 2024 - CFMEU attendance

7.14 On 29 April 2024:

(a) Twenty CFMEU and assumed-CFMEU members entered the Site in the following ways and times:

(i) A group of seven entered Site at 6:35am via the ATP and the pedestrian gate outside the Contractor's prestart area;

(ii) Two entered Site at 6:45am through the ATP via Sinnamon Road;

(iii) Nine entered Site between 6:45am and 7:15am, through the ATP via Amazon Park in approximately three groups;

(iv) Dean Rielly entered site at 8am via Vidgen Lane;

(v) Jade Ingham did not physically enter site, but was within the ATP area from around 8:30am;

(vi) Some jumped fences or broke fences, whilst others entered via signed pedestrian gates

(b) The Contractor identified some CFMEU members by the entry permits and/or notices of entry under Section 117 of the WHS Act that they provided. These identified CFMEU members were Dean Mattas, Hayden Turner-Davey, Matthew Vonhoff, Eben Cox, Dylan Howard, Cody Budgeon, Joshua Thompson, Hoani Edwards, Jamie Porter, Trevor Sinclair, Dean Rielly, Jade Ingham. A further eight assumed-CFMEU members (i.e. persons in CFMEU attire) entered the Site as described above;

(c) The CFMEU members and assumed-CFMEU members did not provide any prior notice of their intent to enter Site;

(d) Not all CFMEU members who provided notices of entry also produced their federal entry permits;

(e) The CFMEU members and assumed-CFMEU members refused to sign the Contractor's visitor register, as required of them by law;

(f) At approximately 7:40am, three QPS arrived and at approximately 8:00am two further QPS arrived. The QPS worked to de-escalate the situation. However, they would not remove the CFMEU members as WHSQ did not issue written documentation stating the CFMEU members were acting unlawfully;

(g) At approximately 9:30am, the Contractor determined that due to the damage to Site fencing and otherwise unlawful behaviour of the CFMEU members that the Site had become unsafe and therefore ceased all Work Under the Contract;

(h) At approximately 10:00am, the CFMEU members and QPS left Site.

14 May 2024 - CFMEU attendance

7.15 On 14 May 2024:

(a) At approximately 10:30am, CFMEU members Hayden Turner-Davey and Jamie Porter arrived at the Contractor's site offices adjacent Sinnamon Rd and produced notices of entry under Section 117 of the WHS Act. Mr Turner-Davey and Mr Porter refused to sign the Contractor's visitor register when asked and therefore were not permitted on Site by the Contractor;

(b) At around 10:45am and despite the disagreement set out above, Mr Turner-Davey and Mr Porter walked along the ATP and positioned themselves so as to block the Contractor's deliveries of concrete to Pier 1 pilecap;

(c) At approximately 11:45am, the first concrete delivery (for the Pier 1 pilecap) arrived. The Contractor asked Mr Turner-Davey and Mr Porter to move so as to allow the concrete to be delivered to the Pier 1 pilecap. Mr Turner-Davey and Mr Porter refused. As a result, the Contractor's security personnel moved Mr Turner-Davey and Mr Porter, allowing passage of concrete deliveries;

(d) At approximately 12:15am, around seven assumed-CFMEU members (persons in CFMEU attire) arrived at the same location and attempted to block the Contractor's concrete deliveries. The CFMEU blockade was prevented by Contractor's security personnel and so nine concrete trucks discharged their loads until around 1:30pm. At this time, the Pier 1 pilecap pour was approximately half complete;

(e) At approximately 1:30pm, a further thirty to forty assumed-CFMEU members (persons in CFMEU attire) arrived at the Contractor's Gate 1 and prevented any further concrete deliveries to the Pier 1 pilecap from entering Site;

(f) At around 2:00pm, the two QPS arrived at the Contractor's Gate 1 and spoke with the Contractor and CFMEU members and assumed-members. The QPS stated that CFMEU members and assumed-members were acting unlawfully, however that they were unable to effect removal and/or arrest of the CFMEU members and assumed-members due to the lack of QPS to attend in support;

(g) At around 3:00pm, WHSQ inspectors Jason Argent and Ravi Gunaratnam arrived at the Site and attended Pier 1 to review the safety contravention alleged by Mr Turner-Davey and Mr Porter in their notices of entry in relation to the Contractor's concrete pump and pad on which it was set up. Mr Argent and Mr Gunaratnam did not find a safety contravention in relation to the Contractor's concrete pump and pad on which it was set up. The WHSQ inspectors found a safety contravention relating to the use of temporary fencing in proximity to a live edge and issued an associated improvement notice;

(h) At approximately 4:15pm, the WHSQ inspectors and all CFMEU members and assumed-members left the Site.

17 July 2024

Letter Ref: 815-J019-0260
GBJV Ref: T-151

Peter Konecny
Administrator
Level 6, 480 St Pauls Terrace
Fortitude Valley Q 4006

Delivered by email to: [redacted]

Dear Sir,

PROJECT:	**CENTENARY MOTORWAY JINDALEE - Centenary Bridge Upgrade - Stage 2 ("Project")**
CONTRACT NO.:	**CN-13712**
CONTRACT:	**Transport Infrastructure Contract - August 2022 (CBUP Special Edition) ("Contract")**
PRINCIPAL:	**The State of Queensland acting through the Department of Transport and Main Roads ("Principal")**
ADMINISTRATOR:	**Peter Konecny (SMEC) ("Administrator")**
CONTRACTOR:	**B.M.D. CONSTRUCTIONS PTY. LIMITED & GEORGIOU GROUP PTY LTD - ABN 20 185 567 437 ("Contractor")**
SUBJECT:	**Trade Union Disruption in April and May 2024** **Contractor's Extension of Time Claim Under Clause 35.5**

We refer to the delay, disruption and additional costs caused by ongoing trade union actions. Below, the Contractor sets out an updated Claim for an extension of time.

1. Executive Summary

1.1 Since February 2024, various representatives and associates of the Construction, Forestry and Maritime Employees Union (**CFMEU**) delayed, disrupted and interfered with the Work Under the Contract, including:

(a) Between 27 February and 23 April 2024, prevented the Contractor's steelwork deliveries; and

(b) On six occasions between 16 April and 14 May 2024, entered the Site unlawfully, disrupted and delayed the Work Under the Contract.

1.2 On 17 May 2024 and 6 June, the Contractor claimed an extension to the Date for Practical Completion of 19 Working Days for the impact of the delay up to 23 April 2024 and its unquantified consequential impacts, caused by a Latent Condition and/or a change in Legislative Requirement.

1.3 Due to:

(a) On 16 and 17 April 2024, CFMEU representatives unlawfully positioning themselves beneath the Contractor's cranes preventing the Contractor from working in the Abutment A area;

(b) On 29 April 2024, the Contractor necessarily ceasing Work Under the Contract due to many CFMEU representatives unlawfully entering the Site, including by breaking and jumping over fences; and

(c) On 14 May 2024, CFMEU representatives causing the formation of a cold joint of the Pier 1 Pile Cap by unlawfully preventing the Contractor's delivery of concrete to the Site;

caused by a Latent Condition and/or a change in Legislative Requirement, the Contractor claims an extension to the Date for Practical Completion of **70 Working Days**.

2. Background

Summary of Previous Correspondence

2.1 Since February 2024, various representatives and associates of the CFMEU delayed, disrupted and interfered with the Work Under the Contract. In summary, CFMEU members and sympathisers:

(a) Between 27 February and 23 April 2024, unlawfully prevented the Contractor's deliveries to Site of steelwork, ostensibly due to their safety concerns in relation to the steelwork; and

(b) On six occasions between 16 April and 14 May 2024, entered the Site unlawfully, disrupted and delayed the Work Under the Contract and/or failed to comply with the Contractor's reasonable requests to comply with its safety requirements (e.g. signing on to the Contractor's visitors register):

2.2 On 17 May 2024, the Contractor [under T-151 / 815-J019-0219]:

(a) claimed:

(i) An extension to the Date for Practical Completion of 19 Working Days for the impact of the delay up to 23 April 2024;

(ii) A further extension to be quantified in due course of the consequential effect of the delay;

based on an impacted proposed revised Current Program (Rev E1);

(b) confirmed, amongst others, the causes of the delay to be:

(i) changes in Legislative Requirements; and

(ii) a Latent Condition;

(c) confirmed the CFMEU's unlawful actions had delayed and disrupted the Project (and continued to do so) despite the Contractor's best efforts to:

(i) Preclude the occurrence of the delay, including by:

(A) taking all reasonable steps in promoting industrial harmony on the Project; and

(B) ensuring all required approvals and QA processes were in place with respect to its temporary works design and steel supply;

(ii) Minimise the consequences the effects of the delay, including by:

(A) mitigating the effect of the delay to steelwork delivery; and

(B) attempting to eliminate and/or minimise the CFMEU's unlawful access to the Site;

(d) asked the Principal to assist the Contractor to mitigate and minimise the impacts of the delay and disruption by issuing directions.

2.3 On 6 June 2024, the Contractor sent follow-up correspondence to the Administrator [815-J019-0242], which included:

(a) A Notice under Clause 12.2 of a Latent Condition (being the unexpected, substantial and unlawful presence of CFMEU members on Site, preventing and hindering the Work Under the Contract) and details required by Clause 12.2(b); and

(b) A Prescribed Notice under Clause 46.1 for a Change in Legislative Requirement Claim under Clause 14, being the abolishment of the *Building and Construction Industry (Improving Productivity) Act 2016* (Cth) on 6 February 2023.

2.4 On 14 June 2024, the Administrator's Representative issued a direction under Clause 8.5 confirming suitability of the 'Rev E1' program as the Current Program [30033891.6.03.01\070].

Pertinent disruptive events

2.5 On 16 and 17 April 2024, CFMEU representatives unlawfully:

(a) Entered the Site;

(b) Positioned themselves beneath the Contractor's cranes at Abutment A, preventing the Contractor from carrying out Work Under the Contract in this area;

2.6 On 29 April 2024 from around 6:30am, twenty CFMEU and assumed-CFMEU members unlawfully entered the Site, including by breaking and jumping over fences. As a result, the Contractor determined that the Site was unsafe and ceased carrying out Work Under the Contract.

2.7 On 14 May 2024:

(a) At approximately 10:30am, CFMEU members Hayden Turner-Davey and Jamie Porter arrived at the Contractor's site offices adjacent Sinnamon Rd and produced notices of entry under Section 117 of the WHS Act. Mr Turner-Davey and Mr Porter refused to sign the Contractor's visitor register when asked and therefore were not permitted on Site by the Contractor;

(b) From around 10:45am, CFMEU members Hayden Turner-Davey and Jamie Porter positioned themselves in an attempt block the Contractor's deliveries of concrete to Pier 1 Pile Cap but were moved by the Contractor's security personnel;

(c) At approximately 12:15pm, around seven assumed-CFMEU members (persons in CFMEU attire) arrived at the same location and attempted to block the Contractor's concrete deliveries. The attempted blockade was prevented by Contractor's security personnel and so nine concrete trucks discharged their loads until around 1:30pm.

(d) At approximately 1:30pm, a further thirty to forty persons in CFMEU attire arrived at the Contractor's Gate 1 and prevented any further concrete deliveries to the Pier 1 Pile Cap from entering Site. At this time, the Pier 1 Pile Cap pour was approximately half complete;

(e) At around 1:45pm, the two Queensland Police Servicemen (**QPS**) arrived at the Contractor's Gate 1 The QPS stated that CFMEU members and assumed members were acting unlawfully, however that they were unable to effect removal and/or arrest of the CFMEU members and assumed members due to the lack of QPS to attend in support;

(f) At around 3:00pm, WHSQ inspectors Jason Argent and Ravi Gunaratnam arrived at the Site and attended Pier 1 to review the safety contravention alleged by Mr Turner-Davey and Mr Porter in their notices of entry in relation to the Contractor's concrete pump and pad on which it was set up. Mr Argent and Mr Gunaratnam did not find a safety contravention in relation to the Contractor's concrete pump and pad on which it was set up;

(g) At approximately 4:15pm, the WHSQ inspectors and all CFMEU members and assumed members left the Site.

2.8 Photos of the events on 14 May 2024 are set out below:


14-05-2024 Tue 13:44:56
117JRDC2
BMD 1




117JRDC2
BMD 1

Effects of the 14 May 2024 disruptive event

2.9 The blockade at the Contractor's Gate 1 prevented the Contractor's delivery of concrete to the Pier 1 pile cap and so the progression of this element beyond approximately half of its full volume. This caused the forming of a 'cold joint' at around the midpoint of the Pier 1 pile cap.

2.10 On 15 May 2024, the Contractor raised Non-conformance Report NCR-49 in accordance with MRTS70 Clause 15.6.1 in respect of the cold joint.

2.11 On 23 May 2024, the Administrator, in providing an initial response to NCR-49, directed the Contractor to do the following things in respect of the Pier 1 pile cap:

(a) All laitance and deleterious material to be removed from the joint surface and thoroughly inspected to ensure the remaining concrete is well compacted and no unsound material remains;

(b) Construction joint to be prepared in accordance with MRTS70 (or better);

(c) A single layer of N24-150 straight bars be added in the long direction at one cover distance above the inclined CJ;

(d) The maximum concrete temperature in the remaining pour ("stage 2 pour") was to be 75°C;

(e) The maximum time between the 14 May 2024 and the "stage 2 pour" to be 21 calendar days; and

(f) Effect an undefined treatment to external face of the cold joint.

2.12 On 30 May 2024, a meeting was held between the Principal's designer, Administrator, Principal and the Contractor, at which additional/revised directions were issued:

(a) the installation of additional bars (per the Administrator's original direction) would be problematic; and

(b) the entire Pile Cap was to be waterproofed.

2.13 On 3 June 2024, the Administrator released NCR-49 with the following directions:

(a) No additional reinforcement at the cold joint;

(b) Further preparation of the cold joint to ensure the joint surface is in accordance with MRTS 70;

(c) Pour the remainder of pile cap with same concrete mix as used for first pour;

(d) In respect of the "stage 2 pour":

(i) keep concrete temperature as low as practical (including by adding ice to the concrete);

(ii) two coats of curing compound to be applied before thermal blankets are in place

(iii) ensure that thermal blankets were in place for the top surface of the pile cap was critical.

(iv) Side forms and thermal blankets/curing compound on top surface in place for at least 7 days.

(v) Only once temperatures have stabilised, and reduced below limits, then thermal blankets and side forms can be removed.

(vi) Subject to compliance of temperatures, wet curing (if practical) to commence for a further minimum of 7 days after formwork removed. If wet curing not practical, then another acceptable curing method to be agreed.

(e) After a minimum of 28 days after second pour, apply 3 coats of surface tolerant epoxy to all exposed faces of the entire pile cap. Thorough inspection of the pile cap to be undertaken prior to coating and extent of waterproofing may be able to be reduced.

(f) Backfill to include provision for drainage to ensure water can drain away from around pile cap. Before backfilling protect coating on pile cap from damage with some form of membrane, geofabric or similar.

2.14 On 4 June 2024, the Contractor finished the Pier 1 pilecap pour in accordance with the NCR.

2.15 On 7 June 2024, the Contractor provided initial thermal monitoring data confirming compliance and proposed a suitable waterproofing product which allowed chemical curing to occur post stripping, which was accepted by the Administrator on 12 June 2024.

2.16 A waterproofing construction procedure was submitted by the Contractor and accepted by the Administrator on 25 June 2024.

2.17 On 11 June 2024 the Pier 1 pilecap formwork was removed and surface cured. Following an inspection of the stripped surface, vertical cracking was identified and two crack maps were submitted on 12 June 2024 and 24 June 2024.

2.18 On 28 June 2024, the Contractor installed 3 coats of waterproofing to the exposed vertical faces of the Pier 1 pilecap.

3. Extension of time Claim

The facts on which the Claim is based

3.1 In respect of the facts of the Claim, the Contractor relies on the details set out in:

(a) the 'Background' section above; and

(b) the Annexure of its previous extension of time Claim [815-J019-0219] for a more detailed account.

3.2 In summary:

(a) On 16 and 17 April 2024, CFMEU representatives unlawfully:

(i) Entered the Site;

(ii) Positioned themselves beneath the Contractor's cranes at Abutment A, preventing the Contractor from carrying out Work Under the Contract in this area;

(b) On 29 April 2024 from around 6:30am, twenty CFMEU and assumed-CFMEU members unlawfully entered the Site, including by breaking and jumping over fences. As a result, the Contractor determined that the Site was unsafe and ceased carrying out Work Under the Contract;

(c) On 14 May 2024, CFMEU members and assumed members unlawfully entered the Site and prevented the Contractor's delivery of concrete to the Pier 1 Pile Cap, causing the formation of a cold joint in this element. As a direct result, the Contractor:

(i) Completed the Pier 1 Pile Cap pour on 3 June 2024; and

(ii) Was required to perform additional Work Under the Contract in respect of Pier 1 Pile Cap, including:

(A) Retention of side forms and thermal blankets in place for 7 days;

(B) Curing to continue for an additional 7 days after formwork removal; and

(C) Waterproofing and a waiting period prior to waterproofing.

The cause(s) of the delay

3.3 The Contractor relies on the details set out in its Prescribed Notice under Clause 46.1 [815-J019-0242] in respect of the causes of the delay. In summary, the causes are:

(a) A change in a Legislative Requirement after the Date of Acceptance of Tender, being the abolishment of the *Building and Construction Industry (Improving Productivity) Act 2016* (Cth) on 6 February 2023; and/or

(b) A Latent Condition, being the unexpected, substantial and unlawful presence of CFMEU members on Site, preventing and hindering the Work Under the Contract.

Supporting compliant Current Program(s)

3.4 The Contractor attaches the following versions of the Current Program in support of its Claim:

(a) 'E1 Unimpacted 26Feb24 with P1 Pile Cap EW (04Jul24)' which makes the following changes to the Current Program:

(i) Addition of the following activities which model the necessary work steps associated with the Contractor's installation of its temporary gantry steelwork:

(A) 'A4021 NP1 - Earthworks & Prep for Gantry 3M & 4M Steel Beams Delivery & Install; and

(B) 'A4022 NP1 - Backfill and Blinding Pile Cap'

linked (finish-start) between 'A04020 NP1 - Strip pile cap forms' and 'A16875 TP2 to TP4 - Stage 2A - Install Steel Pedestals & Bracing (TP4 & TPB)'.

(b) 'E1 Impacted 26Feb24 with P1 Pile Cap EW (04Jul24)' which makes the following changes to the Current Program:

(i) The addition of the activities described above;

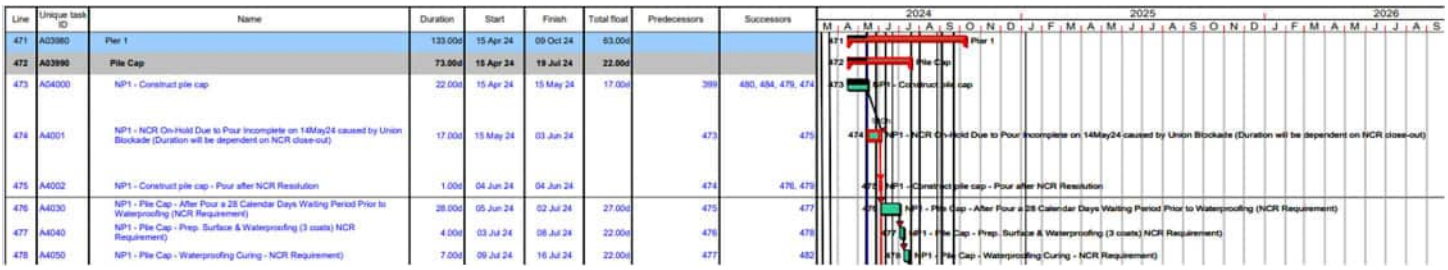
(ii) The addition of the activity 'A7190 Delay Due to Union', modelling the blockade effected by the CFMEU between 27 February 2024 and 23 April 2024;

(c) 'Centenary Bridge Upgrade CN-13712 - GBJV Contract Program - Rev E2.A - 2024.05.13 Subsequent Union Delay' which makes the following changes to the Current Program:

(i) The addition of the activities described above;

(ii) Incorporation of activity progress (status) up to 13 May 2024;

(iii) The addition of the following activities which model the impact to the Pier 1 pilecap of the disruptive impact of the CFMEU's actions on 14 May 2024:



3.5 The Contractor Date of Practical Completion of the:

(a) 'E1 Unimpacted 26Feb24 with P1 Pile Cap EW (04Jul24)' program is **22 December 2026**; and

(b) 'E1 Impacted 26Feb24 with P1 Pile Cap EW (04Jul24)' is **21 January 2027**;

(c) 'Centenary Bridge Upgrade CN-13712 - GBJV Contract Program - Rev E2.A - 2024.05.13 Subsequent Union Delay' is **23 March 2027**.

3.6 There are 70 Working Days between 22 December 2026 and 23 March 2027, which the Contractor has calculated using the **attached** sheet.

Reduction due to overlapping delays

3.7 Clause 35.5(e) states that the Contractor is not entitled to extension of time for the extent of overlap between:

(a) Events referred to in Clause 35.5(d) (i.e. Principal's risk); and

(b) Events not referred to in Clause 35.5(d) (i.e. Contractor's risk).

3.8 The effect of Clause 35.5(e) is a reduction in the extension of time to which the Contractor would otherwise be entitled by the extent of overlap between Contractor's and Principal's risk delay events.

3.9 The Contractor acknowledges that in the 'E1 Impacted 26Feb24 with P1 Pile Cap EW (04Jul24)' program:

(a) The following activities have 27 days total float and the following finish dates:

(i) 'A04000 NP1 - Construct pilecap' finishes on 15 March 2024;

(ii) 'A04010 NP1 - Cure pilecap' finishes on 21 March 2024;

(iii) 'A04020 NP1 - Strip pile cap forms' finishes on 22 March 2024;

(iv) 'A4021 NP1 - Earthworks & Prep for Gantry 3M & 4M Steel Beams Delivery & Install' finishes on 27 March 2024;

(b) Activity 'A16885 TP2 to TP4 - Stage 2A - Prep & Install Beam (3M & 4M) Includes Delivery' (a finish-start successor to activity 'A4021') commences on 15 May 2024 and is a critical path activity.

3.10 The Contractor therefore acknowledges (assuming no other critical path delays after 26 February 2024 caused by Principal's risk events) that, in order to not delay the Contractor Date for Completion of 21 January 2027, it would have needed to complete the Pier 1 pilecap pour on 1 May 2024 based on the following calculations:

Date	Comment	Working Days Late*
Wednesday, 1 May 2024	***'A04000 NP1 - Construct pilecap' finish becomes critical***	
Thursday, 2 May 2024	Latest finish: 'A04010 NP1 - Cure pilecap' - Day 1	1
Friday, 3 May 2024	Latest finish: 'A04010 NP1 - Cure pilecap' - Day 2	2
Saturday, 4 May 2024	Latest finish: 'A04010 NP1 - Cure pilecap' - Day 3	3
Sunday, 5 May 2024	Non-Working Day	
Monday, 6 May 2024	Non-Working Day - Public Holiday	4
Tuesday, 7 May 2024	Latest finish: 'A04010 NP1 - Cure pilecap' - Day 4	5
Wednesday, 8 May 2024	Latest finish: 'A04010 NP1 - Cure pilecap' - Day 5	6
Thursday, 9 May 2024	Latest finish: 'A04020 NP1 - Strip pile cap forms' - Day 1	7
Friday, 10 May 2024	Latest finish: 'A4021 NP1 - Earthworks & Prep for Gantry 3M & 4M Steel Beams Delivery & Install' - Day 1	8
Saturday, 11 May 2024	Latest finish: 'A4021 NP1 - Earthworks & Prep for Gantry 3M & 4M Steel Beams Delivery & Install' - Day 2	9
Sunday, 12 May 2024	Non-Working Day	

Date	Comment	Working Days Late*
Monday, 13 May 2024	Latest finish: 'A4021 NP1 - Earthworks & Prep for Gantry 3M & 4M Steel Beams Delivery & Install' - Day 3	10
Tuesday, 14 May 2024	Latest finish: 'A4021 NP1 - Earthworks & Prep for Gantry 3M & 4M Steel Beams Delivery & Install' - Day 4 ***Actual planned finish date of 'A04000 NP1 - Construct pilecap'***	11
Wednesday, 15 May 2024	Start 'A16885 TP2 to TP4 - Stage 2A - Prep & Install Beam (3M & 4M) Includes Delivery'	
* assuming no other critical path delays after 26 February 2024 caused by events set out under Clause 35.5(d)		

3.11 Despite this, the Contractor asks the Administrator not to reduce to the extension of time it grants under Clause 35.5(i) because of the following Principal-risk delay events between 26 February 2024 and 13 May 2024:

(a) Delaying the Contractor's completion of the Pier 1 pilecap pour:

(i) Inclement weather from 25 March 2024 - 1.5 Working Days' delay [T-148];

(ii) Unlawful trade union disruption on 16 April 2024, 17 April 2024 and 29 April 2024 - at least 3 Working Days' delay [T-151 / T-160]; and

(b) The CFMEU's prevention of temporary gantry steelwork deliveries between 27 February 2024 and 23 April 2024, which disrupted the Contractor's productive erection thereof by denying it the opportunity to commence this work prior to it becoming critical - the effect of this was to reduce the criticality of Pier 1 pilecap at the time.

Number of days' extension claimed

3.12 The Contractor therefore claims an extension of time for Practical Completion of **70 Working Days**.

3.13 This claimed extension is not in addition to the Contractor's 19 Working Day extension of time Claim made on 17 May 2024 [815-J019-0219]. It is an updated Claim.

4. Determining the number of days' extension

4.1 On 2 July 2024, the Administrator's Representative disagreed with the method the Contractor used to calculate the number of days' extension claimed, stating:

"The Rev E1 impacted delay should be the actual delay to the critical path at the time of the occurrence. Taking the contract working days between the two ultimate finish dates is incorrect as this will be affected by the program calendar used, particularly through the Christmas period at the end of the contract. The accepted delay would be 36 days delay on delivery with 22 days float = 14 days program delay."

4.2 The Contractor affirms that it has (previously and in this correspondence) correctly calculated the number of days' extension claimed and addresses the Administrator's points below.

Comparing completion dates

4.3 The Contractor confirms that number of days' extension of time must be calculated by comparing the dates that the Contractor planned to reach Practical Completion under:

(a) the Current Program, adjusted if required to reflect the Contractor's planned methodology; and

(b) an Impacted Current Program, being the Current Program with the following changes:

(i) adjusted if required to reflect the Contractor's planned methodology;

(ii) incorporation of activity progress (status) up to the delay event; and

(iii) inclusion of an activity or activities which model the impact of the delay event(s).

4.4 This is because Clause 35.5(c) considers only whether the Contractor is, or will be, delayed in reaching Practical Completion and so:

(a) the effect on the Contractor reaching Practical Completion must be determined; and

(b) not the duration of the delay event.

4.5 The approach set out above is supported by the preeminent guide to administering delay and disruption claims in construction contracts: the Society of Construction Law Delay and Disruption Protocol 2nd Edition: February 2017 (**SCL Protocol**). In the SCL Protocol:

(a) Section 4.7 and 4.8 state (highlights added):

4.7 The Protocol recommends that the most recent Updated Programme (or, if there is none, the Accepted Programme) should be the primary tool used to guide the CA in assessing an EOT application. The EOT should be granted to the extent that the Employer Risk Event is predicted to prevent the works being completed by the then prevailing contract completion date.

4.8 A guide to the amount of the EOT is obtained by using the Updated Programme. The steps to be taken are as follows:

(a) the Programme should be brought fully up to date (as to progress and the effect of all delays that have occurred up to that date, whether

SCL Delay and Disruption Protocol 2nd Edition: February 2017 24

Employer Delays or Contractor Delays) to the point immediately before the occurrence of the Employer Risk Event;

(b) the Programme should then be modified to reflect the Contractor's reasonable, realistic and achievable plans to recover any delays that have occurred, including any changes in the logic of the Updated Programme proposed for that purpose (subject to CA review and acceptance as provided in paragraph 1.63 of Part B);

(c) the sub-network representing the Employer Risk Event should then be entered into the programme; and

(d) the impact on the contract completion dates should be noted.

(b) Section 5 reiterates:

Subject to the contract requirements, the EOT should be granted to the extent that the Employer Risk Event is reasonably predicted to prevent the works being completed by the then prevailing contract completion date. In general, this will be where the Employer Risk Event impacts the critical path of the works and thus extends the contract completion date.

Calculating the number of Working Days

4.6 The Contractor confirms that number of days' extension of time must be calculated by determining the number of Working Days (as defined by Clause 32) between dates that the Contractor planned to reach Practical Completion under:

(a) the Current Program;

(b) an Impacted Current Program.

4.7 This is because:

(a) Working Days (as defined by Clause 32) provide a clear and consistent framework for determining the revised Date for Practical Completion resulting from an extension of time;

(b) There may be variations between the working days in the Current Program calendar(s) and Working Days under Clause 32, however the Contractor is entitled to choose not to carry out Work Under the Contract on some Working Days. This may be because of the availability of resources and/or the additional expense inherent in carrying out Work Under the Contract on some Working Days. For instance, Saturday 2 January 2027 is a Working Day under Clause 32 - carrying out work on this day is neither reasonable nor cost-effective. It is noted that:

(i) the Principal retains the (cost) benefit of the Contractor's choices in this regard. That is, 'daily delay rate(s)' are calculated based on the Contractor's planned working days and not all Working Days under Clause 32);

(ii) the Principal accepted these variations when the Administrator gave directions of suitability under Clause 8.5.

5. Attachments

5.1 The Contractor has attached other programs (in addition to those referenced above) to assist the Administrator to understand the Contractor's Claim. These are:

(a) The 'Rev E1' program not including new activities A4021 and A4022:

(i) Unimpacted (i.e. the Current Program); and

(ii) Impacted with the trade union blockade between 27 February 2024 and 23 April 2024 (i.e. including activity A7190);

(b) The 'Rev E1' program including new activities A4021 and A4022:

(i) Unimpacted; and

(ii) Impacted with the trade union blockade between 27 February 2024 and 23 April 2024 (i.e. including activity A7190);

(c) The 'Rev E2.A' program not including new activities A4021 and A4022:

(i) Unimpacted; and

(ii) Impacted with activities which model the impact to the Pier 1 pilecap of the disruptive impact of the CFMEU's actions on 14 May 2024;

(d) The 'Rev E2.A' program including new activities A4021 and A4022:

(i) Unimpacted; and

(ii) Impacted with activities which model the impact to the Pier 1 pilecap of the disruptive impact of the CFMEU's actions on 14 May 2024.

5.2 The Contractor has also:

(a) attached a 'visual summary' of the relevant programs as previously presented to the Administrator and Principal on 4 July 2024; and

(b) an excel spreadsheet which calculates the number of Working Days' delay.

6. Reservation of Rights

6.1 The Contractor reserves all rights including its right to update this notice as further details become available and to claim its time and costs in respect of the matters raised under this notice.

6.2 Should you have any queries regarding this Notice please do not hesitate to contact the undersigned, or the Contractor's Commercial Engineer, Mr Rex Clarke.

Yours faithfully
GEORGIOU BMD JOINT VENTURE

[redacted]

Mr Gareth Davie
Contractor's Project Director



31 May 2024

Letter: 815-J019-0223
GBJV Ref: T-160

Mr Peter Konecny
SMEC Australia
Level 6, 480 St. Paul's Terrace
Fortitude Valley
QLD 4006

Attn: Administrator – Peter Konecny

Email: [redacted]
Cc:

Dear Peter,

PROJECT:	**Centenary Motorway Jindalee ("Project")**
CONTRACT:	**CN-13712 - Centenary Bridge Upgrade - Stage 2 ("Contract")**
PRINCIPAL:	**The Stage of Queensland acting through the Department of Transport and Main Roads ("Principal")**
CONTRACTOR:	**B.M.D. Constructions Pty. Limited & Georgiou Group Pty Ltd ("Contractor")**
SUBJECT:	**Legislation Change - Qld Code of Practice for managing the risk of psychosocial hazards at work** **Prescribed Notice Under Clause 46.1**

We refer to the release of the Queensland Code of Practice for managing psychosocial hazards at work. The requirements of the Code of Practice will cause the Contractor to incur additional costs and may delay the work under the Contract. The Contractor's Prescribed Notice Under Clause 46.1 is below.

1. Executive summary

1.1 The new "Managing the risk of psychosocial hazards at work Code of Practice 2022" (**Psychosocial COP**) commenced in Queensland on 1 April 2023. Clause 14.2 entitles the Contractor to its additional costs incurred as a result of this change in a Legislative Requirement.

1.2 Psychosocial hazards have arisen in respect of the Project, the Site and the Contractor's personnel, including due to:

(a) trespassers on the Site;

(b) the theft of and interference with the Contractor's property at the Site;

(c) the hostile, unlawful and disruptive actions of the CFMEU across the civil construction industry in Queensland and at the Site; and

(d) the public and visible nature of the Site (in particular the proximity of the highly utilised Centenary Motorway and active transport path to and within the Site) and the Project's prominent public and media profile

1.3 These psychosocial hazards have created (and are creating) harm to the Contractor's personnel. The Contractor is controlling the psychosocial risks arising from such hazards by employing the hierarchy of controls as required by the Psychosocial COP. The controls include additional:

(a) Security guards, fencing and cameras at the Site; and

(b) Industrial relations consultants attending the Site.

1.4 The Contractor claims the costs of implementing these controls under Clauses 14.2 and 40.5, of which the direct costs are:

(a) in the estimated amount of **$1,101,512.67** up to 26 May 2024; and

(b) of an amount to be confirmed for costs incurred after 26 May 2024.

2. Basis of Claim

2.1 On 6 June 2011, the *Work Health and Safety Act 2011* (Qld) (**WHS Act**) commenced.

2.2 Section 274(4) of the WHS Act entitles the Minister to issue a notice approving a code of practice. Section 274(4A) confirms that a "notice under subsection (4) is subordinate legislation".

2.3 Under Ministerial Instrument 2022 No.2, Minister Grace Grace approved Queensland's new "Managing the risk of psychosocial hazards at work Code of Practice 2022" (**Psychosocial COP**). The Psychosocial COP is a practical guide that applies to the Contractor's workplace and its management of the risk to health and safety from psychosocial hazards.

2.4 On 1 April 2023, the Psychosocial COP commenced in Queensland.

2.5 The Psychosocial COP:

(a) was a Legislative Requirement as defined by clause 2.1 of the General Conditions of Contract; and

(b) commenced after the 10th Business Day prior to the closing of Tenders – being, 12 October 2021.

2.6 Therefore, there was a change in a Legislative Requirement (i.e. the introduction of the Psychosocial COP) that occurred after the 10th Business day prior to the closing of Tenders (i.e. 27 May 2021).

3. Requirements of the Psychosocial COP

3.1 Section 26A of the WHS Act states that, *"if the Minister approves a code of practice for the purposes of this Act"*, the Contractor must:

> *"(a) comply with the code; or*
>
> *(b) manage hazards and risks arising from the work carried out as part of the conduct of the business or undertaking in a way that is different to the code but provides a standard of health and safety that is equivalent to or higher than the standard required under the code."*

3.2 Section 3.3 of the Psychosocial COP sets out the Contractor's obligations with respect to "Controlling the risk of psychosocial hazards, and states:

"Under the WHS Act, a duty to ensure health and safety means [the Contractor] ***must*** *eliminate risks to health and safety, so far as is reasonably practicable. If it is not reasonably practicable to eliminate risks to health and safety, the risks* ***must*** *be minimised so far as is reasonably practicable. To achieve this,* [the Contractor] ***must****:*

- *have regard to relevant matters when determining control measures for psychosocial risks, and*

- *implement control measures in accordance with hierarchy of control*".

3.3 In determining appropriate controls measure for psychosocial risk, the Psychosocial COP obliges the Contractor to have regard to matters including (but not limited to):

(a) the duration, frequency, and severity of the exposure of workers and other persons to psychosocial hazards;

(b) the design of work, including job demands and tasks, where effective work design considers:

(i) the work: how work is performed, including the physical, mental and emotional demands of the tasks and activities, the task duration, frequency, and complexity, and the context and systems of work;

(ii) the physical working environment: the plant, equipment, materials and substances used, and the vehicles, buildings, structures that are workplaces; and

(iii) the workers: physical, emotional and mental capacities and needs;

(c) the design, layout, and environmental conditions of the workplace, including safe access and egress, welfare facilities and any premises occupied by the worker;

(d) workplace interactions or behaviours; and

(e) information, training, instruction and supervision provided to workers.

3.4 Furthermore, the hierarchy of controls that must be followed where risk elimination is not reasonably practicable are set out in section 3.3.2 of the Psychosocial COP as follows:

(a) substitution of the hazard with something that gives rise to a lesser risk;

(b) isolation of the hazard by separating it from the person(s) exposed to it; and/or

(c) using engineering controls as a physical control measure.

4. Relevant events giving rise to psychosocial risks

Psychosocial hazards have arisen

4.1 Psychosocial hazards have arisen in respect of the Project, the Site and the Contractor's personnel, including:

(a) From trespassers on the Site;

(b) From the theft of and interference with the Contractor's property at the Site;

(c) Because of the hostile, unlawful and disruptive actions of the CFMEU across the civil construction industry in Queensland and at the Site; and

(d) Due to the public and visible nature of the Site (in particular the proximity of the highly utilised Centenary Motorway and active transport path to and within the Site) and the Project's prominent public and media profile.

Trespassers

4.2 Between 15 July 2023 and 23 March 2024, members of the public trespassed on the Site on at least 22 occasions, despite the Contractor:

(a) securely fencing the Site;

(b) placing warning signage around the Site;

(c) monitoring the Site with CCTV and back-to-base security link; and

(d) identifying the trespasser(s) and notifying police.

Theft of and interference with the Contractor's property

4.3 Between January and May 2024, members of the public:

(a) Broke into the Site by grinding chains and locks and dismantling fencing;

(b) Stole temporary fencing and other equipment valued at more than $20,000; and

(c) Interfered with the Contractor's temporary barrier and fencing arrangements so as to cause inconvenience to users of the active transport path running through the Site.

The hostile, unlawful and disruptive actions of the CFMEU

4.4 The Construction, Forestry and Maritime Employees Union (CFMEU) and its representatives and associates' hostile, unlawful and disruptive actions have:

(a) Since 2022, been evident in the Queensland civil construction industry; and

(b) Since February 2023, directly impacted the Work Under the Contract and the Project.

4.5 The CFMEU's behaviours have included physical and mental intimidation, verbal abuse, and threats of violence generating a range of things including genuine concern for personal safety. This behaviour has been witnessed in and out of working hours and is often shared through social media channels and news outlets. CFMEU leadership has publicly encouraged the breaking of laws[1].

4.6 Across the broader civil construction industry in Queensland, the CFMEU hostile, unlawful and disruptive actions have included:

(a) Storming of the QTRIP forum in 2022, forcing its cancellation despite the importance of this function; resulting in property damage and physical and emotional injuries;

(b) A recent physical altercation captured on film at the Cross River Rail Project's Fairfield site between union organisers/members and workers attempting to access the site;

(c) Project staff from the Principal's Exit 41 Project being targeted personally and psychologically with suggestions of violence, finding their vehicles covered in union stickers and fake ads posted on Gumtree with staff phone numbers listed to contact out of hours;

(d) Coomera Connector staff being secretly videoed during a meeting without their knowledge, and subsequently edited and published in a way to ridicule and portray then as individually incompetent; and

(e) Targeting employees outside of work hours by following and harassment, including taking photos of employees children at their school and sending them to the employee.

4.7 At the Site, the Contractor has experienced a hostile CFMEU group presence of between approximately 15 and 70 persons. Such a large number of hostile persons is obviously physically intimidating. The Contractor refers

[1] CFMEU boss Zach Smith on why it's OK to break the law (afr.com)

to the detailed chronology of relevant events which took place at the Site **appended** to its Claim for an extension of time [815-J019-0219].

4.8 The Contractor acknowledges the trade unions' rights under legislation, however the adverse actions currently being experienced are causing psychosocial hazards, regardless of even the most liberal interpretation of the powers provided to the unions' to access the Site lawfully.

Public nature and profile of the Project

4.9 The Site is particularly visible to the public due to its proximity to:

(a) The Centenary Motorway and Sinnamon Rd, which dissect the Site;

(b) The highly utilised active transport path, which also dissects the Site;

(c) Amazons Park, which forms part of the Site; and

(d) Homes and businesses, which border the Site.

4.10 The Project also maintains an unusually high public and media profile, which has been amplified by the unlawful and disruptive actions of the CFMEU described above.

Psychosocial hazards causing harm

4.11 These psychosocial hazards have created (and are creating) harm to the Contractor's personnel (including its Subcontractors) because of the frequent, prolonged and/or severe stress response (psychological response) and physiological response (e.g. release of stress hormones, cardiovascular response) caused by:

(a) The delay and disruption to the Work Under the Contract due to:

(i) Trespassing on the Site by members of the public and the CFMEU; and

(ii) Theft of and interference with the Contractor's property;

for which the Contractor's personnel are otherwise responsible for delivering efficiently and effectively, inducing stress responses such as feelings of anger, frustration and hopelessness;

(b) The CFMEU's behaviours, across the industry and those directly with the Contractor's personnel (staff and Subcontractors), including:

(i) physical confrontations;

(ii) threats of violence;

(iii) threats of purported legal action or culpability;

(iv) recording through body-camera (which would be released through social media channels);

(v) derogatory language and actions;

from which the effects on the Contractor's personnel in inducing stress or adverse physiological responses are obvious;

(c) The CFMEU's unlawful and disruptive hindering the ability of the Contractor's personnel from doing their jobs effectively and delivering on their responsibility to:

(i) Deliver the Works before the Date for Completion (i.e. on-time); and

(ii) Deliver the Works for the Contractor's budget (i.e. on-budget).

(d) Both the Site's proximity to the public, to whom the Contractor owes a duty of care, and publicity received exacerbate the psychological and physiological responses triggered by the CFMEU's disruptive and unlawful actions.

5. Contractor's actions in controlling the psychosocial risks

5.1 As required by the Psychosocial COP, the Contractor has employed the hierarchy of controls in its endeavour to control the psychosocial risks as described above.

5.2 In summary, the Contractor has and will continue to endeavour to:

(a) Eliminate the risk by:

(i) considering the option for Contractor staff to work away from the Site (at home or from remote offices);

(ii) seeking to injunct the CFMEU to prevent their disruptive attendance at the Site; and

(b) Minimise the risk by:

(i) Preventing unauthorised to access the Site by positioning security personnel at entry points and patrolling fence lines;

(ii) Isolating contact with the CFMEU on the Project to specially trained and experienced industrial relations consultants; and

(iii) increasing physical barriers (fencing and barricades) to prevent illegal and ad-hoc site access;

(iv) Providing readily available support to the Contractor's personnel at the Site.

<u>Elimination</u>

5.3 The Contractor applied to injunct the CFMEU's illegal behaviour in the:

(a) Queensland Industrial Relations Commission; and

(b) The Federal Court.

5.4 The Contractor considered the option for Contractor staff to work away from the Site (at home or from remote offices), however this is largely not compatible with progressing the Work Under the Contract.

<u>Minimisation</u>

5.5 The Contractor has employed the following resources to isolate the psychosocial hazards from its personnel:

(a) The Contractor has engaged multiple security Subcontractors to provide security guards at the Site. The security guards seek to prevent the trespassing and other unlawful behaviour;

(b) The Contractor has engaged specialist industrial relations consultants. These consultants are extensively trained and experienced in dealing with construction trade unions generally and so isolate the Contractor's Project staff from this task; and

(c) The Contractor has installed additional temporary fencing and security cameras to secure the Site and so prevent the trespassing and other unlawful behaviour.

5.6 In addition, the Contractor has allocated dedicated human resources support personnel to the Site to assist and support the Project staff in dealing with the psychosocial risks arising from the CFMEU's actions.

6. Resources deployed to minimise psychosocial risks

Quantity of security guards

6.1 Since 23 April 2024, the Contractor has deployed approximately 40 security guards at the Site through its Subcontractors. This quantity is primarily driven by two factors:

(a) According to the number of CFMEU personnel who have and are expected to attend Site at once with intent to disrupt the Work Under the Contract (i.e. to match or exceed such numbers);

(b) To monitor the access points to the Site;

6.2 In relation to monitoring access points to the Site, security guards are assigned to the roles set out below in the following approximate numbers:

(a) Gate 1 (primary access point): five security guards

(b) Seven gates along the active transport path (**ATP**): three security guards each

(c) Gate 6/Vidgen Lane area: three security guards

(d) Site office area: six security guards;

(e) Roaming / supervision: two security guards

(f) Break rotation: three security guards

Alternatives considered by the Contractor

6.3 In the following scenarios, the Contractor would likely be able to materially reduce the number of security guards:

(a) The Contractor's court applications against the CFMEU are successful in placing long-term deterrents on the CFMEU's disruptive behaviour;

(b) The Contractor negotiating a workable arrangement with the CFMEU, whereby their legitimate safety concerns are dealt with, without undue disruption to the project;

6.4 Otherwise, the first opportunity to reduce manning comes upon completion of the ATP to its final alignment, thereby reducing the number of gates to monitor to 3no (or 4no if Kooringal Bridge is opened). This is anticipated to occur in September 2024 (delays notwithstanding).

6.5 The Contractor investigated the option of detouring the ATP entirely around the Site in order to minimise the number of available public ingress points. The Contractor has not pursued this option so far because:

(a) Significant upgrades would be required along the proposed detour route incurring commensurate cost;

(b) There would be the considerable time required in design, planning, permitting etc. in respect of the upgrades; and

(c) Even if the cost and time considerations of the upgrades compared favourably to maintaining the security resourcing set out above, community feedback would likely be overwhelmingly negative.

7. Likely Quantum of the Claim

7.1 The likely quantum of the Claim, to be valued under Clause 40.5 is based on direct costs:

(a) of **$1,101,512.67** for costs incurred up to 26 May 2024; and

(b) of an amount to be confirmed for costs incurred after 26 May 2024.

7.2 The costs incurred to date consists of the following amounts attributable to affecting the controls to psychosocial risks set out above as required by the change in Legislative Requirements:

Week Ending	IR Consultants	Security Personnel	Other	Total
31/03/24	8,720	-	12,680	**21,400**
28/04/24	5,576	-	-	**5,576**
05/05/24	6,540	292,896	-	**299,436**
12/05/24	14,214	230,650	-	**244,864**
19/05/24	7,750	270,926	-	**278,676**
26/05/24	7,574	243,985	-	**251,559**

7.3 The Contractor **attaches**:

(a) a spreadsheet setting out details of the direct costs, including costs which are actually incurred (invoiced) and likely (invoices not yet received); and

(b) invoices received to date.

8. Reservation of Rights

8.1 The Contractor reserves all rights including its right to update this notice as further details become available and to claim its time and costs in respect of the matters raised under this notice.

8.2 Should you have any queries regarding this Notice please do not hesitate to contact the undersigned.

Yours faithfully
BMD CONSTRUCTIONS PTY LTD

[redacted]

Mr Gareth Davie
Contractor's Project Director



6 June 2024

Letter Ref: 815-J019-0242
GBJV Ref: T-151

Peter Konecny
Administrator
Level 6, 480 St Pauls Terrace
Fortitude Valley Q 4006

Delivered by email to: [redacted]

Dear Sir,

PROJECT:	**CENTENARY MOTORWAY JINDALEE - Centenary Bridge Upgrade - Stage 2**
CONTRACT NO.:	**CN-13712**
CONTRACT:	**Transport Infrastructure Contract - August 2022 (CBUP Special Edition)**
PRINCIPAL:	**The State of Queensland acting through the Department of Transport and Main Roads**
ADMINISTRATOR:	**Peter Konecny (SMEC)**
CONTRACTOR:	**B.M.D. CONSTRUCTIONS PTY. LIMITED & GEORGIOU GROUP PTY LTD - ABN 20 185 567 437**
SUBJECT:	**Union Disruption** **Notice under Clause 12.2 (Latent Condition) | Change in Legislative Requirement Claim under Clause 14 | Prescribed Notice under Clause 46.1**

The Contractor refers to its:

- Extension of Time Claim dated 17 May 2024 [815-J019-0219] (**EOT Claim**); and
- Prescribed Notice under Clause 46.1 dated 31 May 2024 [815-J019-0223] in respect of the Contractor's Claim for additional costs as a result of a Change in Legislative Requirement, being the commencement of the "Managing the risk of psychosocial hazards at work Code of Practice 2022" (**Psychosocial Claim**).

A. OVERVIEW

1. Executive Summary

1.1 In paragraphs 4.3 and 4.4 of the EOT Claim, the Contractor's position was that it is or was entitled to recover its time and/or cost of the delays caused by the Construction, Forestry and Maritime Employees Union's (CFMEU) hostile, unlawful and disruptive actions.

1.2 As is well known and documented, the Project has been subject to significant unlawful disruption and interference by the CFMEU. On a best-for-project basis, the Contractor is seeking to agree a fair and reasonable approach to the management and mitigation of the ongoing CFMEU disruptions.

1.3 To that end, in this document, the Contractor addresses the following:

(a) The CFMEU's actions have significantly disrupted the Project despite the Contractor's previous and ongoing best efforts to:

(i) Preclude the occurrence of the delay, including by:

(A) taking all reasonable steps in promoting industrial harmony on the Project; and

(B) ensuring all required approvals and QA processes were in place with respect to its temporary works design and steel supply;

(ii) Minimise the consequences the effects of the delay, including by:

(A) mitigating the effect of the delay to steelwork delivery; and

(B) attempting to eliminate and/or minimise the CFMEU's unlawful access to the Site;

(b) the CFMEU's hostile, unlawful and disruptive actions have caused the Contractor to suffer delay and incur significant costs; and

(c) the Contractor is entitled to recover for these delays and costs, in accordance with the Contract.

1.4 The Contractor sets out the relevant background facts of its Claim and its entitlements below.

B. THE DISRUPTION & CONTRACTOR'S STEPS TO PRECLUDE OCCURANCE & MINIMISE CONSEQUENCES

2. CFMEU's actions on Site have caused significant disruption to the Project

2.1 The CFMEU has significantly disrupted the Project despite the Contractor's best efforts to:

(a) Preclude the occurrence of the delay, including by:

(i) taking all reasonable steps in promoting industrial harmony on the Project; and

(ii) ensuring all required approvals and QA processes were in place with respect to its temporary works design and steel supply;

(b) Minimise the consequences the effects of the delay, including by:

(i) mitigating the effect of the delay to steelwork delivery; and

(ii) attempting to eliminate and/or minimise the CFMEU's unlawful access to the Site;

2.2 The Contractor refers to its EOT Claim for a detailed chronology of the CFMEU's disruptive actions (at Appendix 1). In summary, CFMEU members and sympathisers:

(a) Between 27 February and 23 April 2024, unlawfully prevented the Contractor's deliveries to Site of steelwork, ostensibly due to their safety concerns in relation to the steelwork; and

(b) On the following dates, entered the Site unlawfully and/or failed to comply with the Contractor's reasonable requests to comply with its safety requirements (e.g. signing on to the Contractor's visitors register):

(i) 16 April 2024;

(ii) 17 April 2024 (day and night);

(iii) 18 April 2024;

(iv) 23 April 2024;

(v) 29 April 2024; and

(vi) 14 May 2024.

2.3 During its unlawful presence at Site, the CFMEU has (among other things):

(a) interrupted meetings;

(b) confronted the Contractor's personnel and Australian Workers' Union representatives;

(c) blockaded deliveries to Site (including deliveries of the steelwork for the temporary gantry system);

(d) interrupted and blockaded the use of cranes and concrete pumps;

(e) interrupted the works of the Contractor's steel fixers and piling subcontractors;

(f) disrupted landside piling and marine piling;

(g) breached and damaged fencing; and

(h) forced the Contractor to call the QPS to keep the peace.

2.4 The Contractor has kept the Principal and Administrator informed of the CFMEU's actions on the Project.

2.5 The Contractor has also complied with all lawful requests of the Principal and Work Health and Safety Queensland (**WHSQ**). It is noted that WHSQ has not issued any relevant improvement notices, further confirming the suitability of the design and the steelwork for the Project.

2.6 The Contractor also understands that the Principal has carried out an audit (or similar) the Contractor's temporary works design and use of the steelwork (being one of the primary purported justifications for the CFMEU's interference). The Contractor has promptly responded to all of the Administrator's and Principal's requests for information in relation to this audit.

3. The Contractor has, and will continue to, promote industrial harmony on the Project

3.1 On 7 May 2021, the Principal released its expression of interest to Tender for the Project.

3.2 On 26 October 2021, the Contractor submitted its Tender.

3.3 On 16 December 2022, the Principal accepted the Contractor's Tender and so awarded the Project to the Contractor. The Contractor commenced the Work Under the Contract shortly thereafter.

3.4 Since the Contractor's Tender, and throughout the Contractor's progression of the Works under the Contract, the Contractor has appreciated the importance of promoting industrial harmony on the Project.

3.5 Targeted steps have been taken by the Contractor to achieve this harmony, including the Contractor:

(a) entering into good faith, (albeit ultimately unsuccessful), negotiations with the CFMEU in relation to the Contractor's Greenfields Agreement for its employees' wages and conditions;

(b) negotiating successfully with the Australian Workers' Union in relation to the Contractor's Greenfields Agreement for its employees' wages and conditions;

(c) consulting regularly with its workforce, including via its monthly Project HSEQ Committee meetings and discussions regarding rostered days off;

(d) complying with legislative requirements in respect of industrial relations, such as (without limitation):

(i) *Industrial Relations Act 2016* (Qld); and

(ii) WHS Legislation (as defined in the Clause 2.1 of the General Conditions of Contract);

(e) complying with Queensland's Procurement Policy, including the Best Practical Principles (and Best Practice Industry Conditions); and

(f) promoting freedom of association generally.

3.6 In the above circumstances, the Contractor considers that it has and will continue to seek to ensure industrial harmony on the Project.

4. The Contractor's temporary works design (and temporary gantry system) is appropriate, was deemed to have been accepted by the Administrator and has been the subject of rigorous quality assurance processes

4.1 From 23 February 2024, the CFMEU illegally disrupted the Site and Work under the Contract, including by unlawfully preventing the Contractor's deliveries to Site of steelwork.

4.2 As a justification for unlawfully preventing the Contractor's deliveries to Site of steelwork, the CFMEU has alleged "safety" issues, initially focusing on the Contractor's use of steelwork from China for the Contractor's temporary gantry system.

4.3 However, the Contractor sets out details below regarding:

(a) the appropriateness of the steelwork used on the Project;

(b) the Administrator's deemed acceptance of the temporary works design and use of the steelwork;

(c) the Administrator's approval of the steel supplier; and

(d) the rigorous quality assurance process of the steelwork by the Contractor and the steel supplier.

The steelwork is appropriate to be used in the temporary works design and on the Project

4.4 The Contractor's Tender, particularly in relation to Work Packages B and C, was based on using a temporary gantry system to carry out the Work Under the Contract.

4.5 Accordingly and to comply with the Contract, the Contractor commissioned the temporary works design of the temporary gantry system was commissioned to FSA Consulting Engineers (**FSA**) – a local reputable engineering firm which specialises in (amongst other things) temporary works designs.

4.6 In the temporary works design, the temporary gantry system comprises twin 90t gantry cranes supported by:

(a) steel tubular piles driven into the river/riverbed and land; and

(b) steel rails and framing/bracing attached to the piles (the **steelwork**).

4.7 To ensure compliance and safety:

(a) on 8 December 2023, FSA issued its RPEQ Design Certification; and

(b) on 12 March 2024, Bonacci Infrastructure Pty Ltd (a TMR pre-qualified bridge designer) also issued a third-party certification of the temporary works design ("Review of Temporary Gantry Support Structure").

4.8 Following certification, the Contractor facilitated procurement of the materials. Namely:

(a) the steel tubular piles were procured and installed by Caporn Piling. Caporn Piling procured the steel tubular piles from ABFI Steel Group (an Australian fabricator); and

(b) the steelwork was procured by the Contractor from a Chinese company, Qingdao Yinglong Machinery Co Ltd, an internationally significant steel supplier who regularly supplies fabricated steel into Australia (including other major Queensland infrastructure projects).

4.9 As both the steel tubular piles and steelwork were in compliance with the certified temporary works design (and temporary gantry system), the Contractor, reasonably, did not anticipate any issues to arise regarding its procurement.

The temporary works design and use of the steelwork was deemed to have been accepted by the Administrator

4.10 Throughout 2023 and 2024, the Contractor provided the Administrator with the 25%, 70% and 100% temporary works designs for the temporary gantry system.

4.11 On 22 March 2024, the Contractor provided the Administrator the 'Issued for Construction' temporary works design.

4.12 Ultimately, the Contractor's temporary works design was deemed to have been accepted under clause 8.6.11.

The Administrator approved the steelwork supplier

4.13 On 29 September 2023, the Administrator formally approved Qingdao Yinglong Machinery Co Ltd for the supply of steelwork for the temporary gantry system under Clause 9.2.3 of the General Conditions of Contract.[1]

The Contractor's and steel supplier's quality assurance process

4.14 In addition to the two levels of certification, the Administrator's acceptance of the temporary works design and the Administrator's approval of the steelwork supplier, the Contractor and steelwork supplier also completed rigorous quality assurance processes.

4.15 In this regard, the Contractor

(a) ensured a direct employee visited the steelwork supplier's factory (in China) to inspect the steelwork and its manufacture; and

(b) employed experienced local and expatriate Australian specialist steelwork inspectors to continually monitor the steelwork manufacture in respect of the specified quality requirements and report to the Contractor.

4.16 Furthermore, the steelwork supplier's Quality Management System was certified to be in conformity with international benchmarked quality management system standard (ISO 9001:2015).[2]

4.17 Once the steel arrived in Australia, the Contractor undertook further parallel testing to verify the chemical composition of the steelwork to ensure it matched requirements of the relevant Australian Standard(s). The Contractor used two NATA-accredited testers to ensure independence and consistency of results.

4.18 In these circumstances, the steelwork was subject to rigorous quality assurance, and the Contractor went above and beyond to ensure the steelwork was appropriate for use on the Project.

5. The Contractor has, and will continue to, take reasonable steps to mitigate the impacts of CFMEU's disruptions and attempt to eliminate/minimise CFMEU's unlawful access to the Site

5.1 In order to minimise the consequences of CFMEU's illegal disruption of the Work Under the Contact, the Contractor has and continues to take reasonable steps.

5.2 These include (but are not limited to):

(a) steps to mitigate the effect of the delay to steelwork delivery by way of:

(i) investigating alternative methods of delivery (including QPS escort, marine transport to delivery via riverbank and constructing a direct entry point from the Motorway);

(ii) investigating alternative methods of constructing the Works (including constructing the Works in the absence of the temporary gantry system and twin gantry structure); and

(iii) resequencing of temporary/permanent piles to allow the progression of Abutment A in the absence of gantry; and

(iv) resequencing of Pier 6 and Abutment B (bringing forward the program) to allow the gantry (once operational) to load from both ends of the bridge.

(b) attempts to eliminate and/or minimise the CFMEU's unlawful access on Site by way of:

[1] See email from the Administrator (Chris Demartini) to Rex Clarke dated 29 September 2023.
[2] See Certificate of Conformity Quality Management System Certificate Qingdao Yinglong Machinery Co Ltd dated 24 October 2023.

(i) seeking judicial assistance by applying for injunctions to prevent CFMEU from entering Site; and

(ii) engaging additional resources (such as security to patrol and secure the Site, industrial relations consultants and human resources support, lawyers for legal advice, security cameras and fencing).

(**Contractor's Mitigation Measures**)

5.3 In addition to the above, the Contractor maintains its recommendation that it is issued with directions to minimise and mitigate the time and cost impacts of CFMEU's actions. The Contractor refers to its EOT Claim in this regard.

5.4 Notwithstanding the Contractor taking reasonable steps to mitigate the impacts of CFMEU's disruptive, illegal and unpredictable actions (addressed in **Section 2** above), the Contractor has suffered delay and incurred significant costs.

6. CFMEU has caused the Contractor to suffer delay and incur significant costs

6.1 As a result of CFMEU's disruptions, and despite the Contractor's best efforts, including the implementation of the Contractor's Mitigation Measures, the Contractor has still suffered significant delay and incurred significant costs.

CFMEU's disruptions have delayed the Contractor

6.2 The Contractor has been delayed at least **24 Working days**, comprising:

(a) **19 Working Days** delay in the delivery of the steelwork (being from 27 February 2024 to 23 April 2024) due to CFMEU interrupting and blockading deliveries to Site;

(b) **3 Working Day** delay due to the shutdown of the site from 9:30am on 29 April 2024 as a result of CFMEU damaging Site fencing and otherwise unlawful behaviour;

(c) **2 Working Days** delay due to the threat of CFMEU interrupting a marine pile pour on 15 and 16 May 2024; and

(d) further delay as a consequence of CFMEU's actions (to be quantified in due course).

6.3 The Contractor refers to its impacted program showing the delay to the critical path at **annexed** to its EOT Claim.

CFMEU's disruptions have caused the Contractor to incur significant costs

6.4 The Contractor has incurred direct costs of approximately $4,121,974, being the following costs:

(a) Disruption Costs – estimated at $3,020,463 consisting of:

(i) $498,963 in costs incurred relating to individual days of CFMEU disruption;

(ii) $361,500 in costs incurred not directly relating to individual days of CFMEU disruption;

(iii) $2,160,000 in costs relating to critical path delay caused by the CFMEU disruption; and

(b) Psychosocial Costs – estimated at $1,101,512.

6.5 These costs are the Contractor's incurred costs to around 26 May 2024, and further costs, including of the consequential effects of CFMEU's actions, will be quantified in due course.

6.6 The Contractor refers to its costs estimate that breaks down these costs incurred at **Section D**.

6.7 The Contractor is entitled to recover its time and costs incurred due to the CFMEU's actions and the disruption to the Project, and sets outs its ground for doing so below.

C. THE CONTRACTOR'S ENTITLEMENTS

7. Change in a Legislative Requirement - Overview

7.1 Clause 14.2 of the General Conditions of Contract governs the Contractor's entitlement to recover its costs incurred due to a change in a Legislative Requirement.

7.2 Clause 14.2 requires that the Contractor must establish:

(a) there was a change in a Legislative Requirement that occurred after the 10th Business Day prior to the closing of Tenders;

(b) the change in a Legislative Requirement necessitated a change in the Works or the Temporary Works or the Contractor's method of working; and

(c) the change caused the Contractor to incur more or less cost than could reasonably have been anticipated by a competent and experienced contractor at the time the Contractor submitted its Tender.

7.3 The Contractor considers there to have been changes in Legislative Requirements relevant to the Project, including:

(a) the abolishment of the *Building and Construction Industry (Improving Productivity) Act 2016* (Cth); and

(b) the introduction of Queensland's new psychosocial Code of Practice under the *Work Health and Safety Act 2011* (Qld).

7.4 The Contractor establishes its entitlement with respect to each change below.

8. Change in a Legislative Requirement – abolishment of the *Building and Construction Industry (Improving Productivity) Act 2016* (Cth)

8.1 The Contractor is entitled to recover its time and costs due to a change in a Legislative Requirement – being, the abolishment of the *Building and Construction Industry (Improving Productivity) Act 2016* (Cth).

There was a change in a Legislative Requirement that occurred after the 10th Business Day prior to the closing of Tenders

8.2 On 2 December 2016, the *Building and Construction Industry (Improving Productivity) Act 2016* (Cth) (No. 87 of 2016) (**Act**) was established.

8.3 The Act was:

(a) a Legislative Requirement as defined by clause 2.1 of the General Conditions of the Contract – being, an *"Act"*; and

(b) in force before the 10th Business Day prior to the closing of Tenders – being, 12 October 2021.

8.4 On 6 February 2023, the Act was abolished.

8.5 Therefore, there was a change in a Legislative Requirement (i.e. the abolishment of the Act) that occurred after the 10th Business day prior to the closing of Tenders (i.e. 12 October 2021).

The change in a Legislative Requirement necessitated a change in the Works or the Temporary Works or the Contractor's method of working

8.6 The Act authorised the Australian Building and Construction Commission (**ABCC**) to regulate matters relating to industrial relations.

8.7 The abolition of the Act in turn meant the abolishment of:

(a) the ABCC; and

(b) the Registered Organisations Commission (**ROC**), which monitored and regulate registered organisations including trade unions.

8.8 All ongoing legal matters before the courts previously run by the ABCC were transferred to the Fair Work Ombudsman (**FWO**).

8.9 The abolishment of the ABCC and ROC has significantly reduced regulatory oversight and the prospects of prosecution for unlawful union actions. For example:

(a) The FWO took on some of the responsibilities of the ABCC with significantly reduced funding. For comparison purposes:

(i) The 2023-24 federal government budget decreased the FWO's departmental budget [3]and allocated $17.475m per year for the FWO to regulate the workplace laws in the building and construction industry[4], following the abolition of the Australian Building and Construction Commission (ABCC); whereas

(ii) In financial year 2021-22, the ABCC incurred total expenses of $32.233m (an amount not dissimilar to previous financial years);

(b) The FWO discontinued or partially discontinued 12 of the 41 cases (around 30%) of court cases transferred to it from the ABCC[5]; and

(c) As at April 2024, the FWO had not filed a single case against the CFMEU in 18 months.

8.10 The reduced oversight and prospects of prosecution has caused the CFMEU to become drastically more militant and hostile towards certain projects – including the Project.

8.11 The CFMEU unreasonably becoming more militant and hostile toward the Project has necessitated a change in the Works or Temporary Works or Contractor's method of working. These changes include (but are not limited to) the Contractor's Mitigation Measures addressed above.

The change caused the Contractor to incur more cost than could reasonably have been anticipated by a competent and experienced contractor at the time the Contractor submitted its Tender

8.12 As a result of the change in a Legislative Requirement, the Contractor has incurred the Disruption Costs and/or Psychosocial Costs. The Contractor refers to **Section D** in this regard.

8.13 Having completed a substantial number of similar sized road infrastructure projects, in the Contractor's Tender submission, as it does for all tenders, the Contractor allowed for (and could have only allowed for) a reasonable level of union interaction – such as cordial visits from unions, time spent by safety and management staff to deal with such visits. For example, the Contractor considers the following trade union interactions - in frequency and in nature - to be a reasonable level of interaction with trade unions:

(a) On 29 May 2023, CFMEU organiser Dean Rielly attended the Site to discuss purported safety concerns with the Contractor. The Contractor's safety manager discussed Mr Rielly's concerns with him for approximately 45 minutes while traversing the Active Transport Path (**ATP**);

[3] Review of the Office of the Fair Work Ombudsman Prepared for consideration by Minister for Employment and Workplace Relations Final Report 7 December 2023

[4] 2022–23 October Budget - Department of Employment and Workplace Relations, Australian Government (dewr.gov.au)

[5] FWO drops claims against CFMEU in 30pc of cases (afr.com)

(b) On 22 June 2023, Jamie Macmillan and Kurt Neumann of the AWU gave the Contractor entry notices under section 484 of the WHS Act and subsequently held short, informal discussions with the Contractor's safety manager, superintendent and workforce;

(c) On 28 June, 24 July, 22 August, 29 August, 20 September, 10 October and 28 November 2023, Mr Rielly and other CFMEU representatives attended the Site for approximately one hour each instance to discuss matters regarding the Contractor's traffic control Subcontractor but did not present notices of entry under the WHS Act;

(d) On 10 July, 21 August, 1 September, 19 September, 12 October and 29 November 2023, Pat O'Doherty, Jamie McQueen and other representatives of the AWU attended Site for approximately one hour each instance to discuss the Project with the Contractor, generally after presenting notices of entry under section 484 of the WHS Act;

(e) On 10 July 2023, an unidentified CFMEU representative attended the Site for around one hour during a nightshift to discuss with the Contractor purported safety concerns relating to the Contractor's traffic guidance schemes;

(f) On 23 November 2023, Dean Mattas of the CFMEU attended the Site after presenting a notice of entry under Section 117 of the WHS and valid entry permits. Mr Mattas raised concerns regarding crane familiarisation training provided to Subcontractor employees and the Subcontractor addressed Mr Mattas' concerns; and

(g) Other similar interactions with CFMEU and AWU representatives which occurred between December 2023 and April 2024.

8.14 However, the Contractor did not and could not have allowed for what it has experienced on the Project, given the unlawful and unreasonable actions of the CFMEU.

8.15 It would be unreasonable for the Contractor to have allowed for illegal union action, unlawful protestors and extreme union disruption, which are all exceptional circumstances that could not have been foreseen at the time of Tender.

8.16 As such, these costs could not have been reasonably anticipated by a competent and experienced contractor at this time.

8.17 Therefore, pursuant to the requirements of clause 14.1, the Contractor's position is that a valuation of the Contractor's costs incurred ought to be made under Clause 40.5.

Prescribed Notice under Clause 46.1 for changes in Legislative Requirements

8.18 With respect to the Contractor's change in a Legislative Requirement Claim, the Contractor confirms that this letter also serves as a Prescribed Notice under Clause 46.1.

8.19 The Contractor refers to the details above with respect to:

(a) the circumstances on which the Claim is based – being a change in a Legislative Requirement;

(b) the basis of the Claim – being clause 14.2 of the General Conditions of the Contract; and

(c) the likely quantum of the Claim – being the amounts set out in **Section D**.

9. Change in a Legislative Requirement – introduction of Queensland's new psychosocial Code of Practice under the *Work Health and Safety Act 2011* (Qld)

9.1 The Contractor is also entitled to recover its time and costs due to a change in a Legislative Requirement – being, the introduction of Queensland's new psychosocial Code of Practice under the *Work Health and Safety Act 2011* (Qld). The Contractor refers to its Psychosocial Claim for full details.

9.2 In summary:

(a) The new "Managing the risk of psychosocial hazards at work Code of Practice 2022" (**Psychosocial COP**) commenced in Queensland on 1 April 2023. Clause 14.2 entitles the Contractor to its additional costs incurred as a result of this change in a Legislative Requirement.

(b) Psychosocial hazards have arisen in respect of the Project, the Site and the Contractor's personnel, including due to:

(i) trespassers on the Site;

(ii) the theft of and interference with the Contractor's property at the Site;

(iii) the hostile, unlawful and disruptive actions of the CFMEU across the civil construction industry in Queensland and at the Site; and

(iv) the public and visible nature of the Site (in particular the proximity of the highly utilised Centenary Motorway and active transport path to and within the Site) and the Project's prominent public and media profile

(c) These psychosocial hazards have created (and are creating) harm to the Contractor's personnel. The Contractor is controlling the psychosocial risks arising from such hazards by employing the hierarchy of controls as required by the Psychosocial COP. The controls include additional:

(i) Security guards, fencing and cameras at the Site; and

(ii) Industrial relations consultants attending the Site.

9.3 The Contractor's actions in an attempt to control the psychosocial risks which have arisen (including as a result of the hostile, unlawful and disruptive actions of the CFMEU), as obliged by the Psychosocial COP, has caused the Contractor to incur significant costs.

9.4 That is, as a result of the change in a Legislative Requirement, the Contractor has incurred the Psychosocial Costs. The Contractor refers to **Section D** in this regard.

9.5 In circumstances where the Psychosocial COP had not commenced at the time the Contractor submitted its Tender, these costs could not have been reasonably anticipated by a competent and experienced contractor at this time.

9.6 Therefore, the Contractor's position is that a valuation of the Contractor's costs ought to be made under Clause 40.5.

10. Latent Condition Claim

Contractor's Notice under Clause 12.2

10.1 Under clause 2.1 of the General Conditions of Contract, Latent Condition is defined to mean:

"…a physical condition on the Site or its surroundings, including artificial things but excluding weather conditions, which differs materially and substantially:

a) from the physical conditions specified in the Reliance Information at a specific location at the Site, or

b) from the physical conditions which should reasonably have been anticipated by a competent and experienced Contractor at the time of the Contractor's Tender if such a Contractor had:

i. examined all information made available in writing by the Principal to the Contractor for the purpose of tendering,

ii. examined all information relevant to the risks, contingencies and other circumstances having an effect on the Tender and obtainable by the making of reasonable enquiries, and

iii. inspected and investigated the Site and its surroundings

but Latent Conditions do not include any conditions described in Item 3A.

10.2 Pursuant to clause 12.2(a) of the General Conditions of Contract, the Contractor gives written notice to the Administrator that during the execution of the Works under the Contract, the Contractor has become aware of a Latent Condition.

10.3 With reference to the EOT Claim (and Appendix 1 thereof), the Contractor considers the presence of CFMEU members on Site, blockading the Contractor's works, to be a Latent Condition.

10.4 This is because the presence of CFMEU members on Site, blockading the Contractor's works, on an objective reading of the definition of Latent Condition, is:

(a) "*a physical condition on the Site…*", in circumstances where the Cambridge Dictionary:

(i) defines physical as *"existing as or connected with things that can be seen or touched"* – the CFMEU blockade was tangible, being able to be seen and touched; and

(ii) defines condition as *"the physical situation that someone or something is in and affected by"* – where the CFMEU blockade was the physical situation on Site that affected the Contractor;

(b) "*which differs materially and substantially*":

(i) "*from the physical conditions specified in the Reliance Information",* as there is no Reliance Information; or

(ii) "*from the physical conditions which should reasonably have been anticipated by a competent and experienced Contractor at the time of the Contractor's Tender*" having examined all information and undertaken all inspections and investigations; and

(c) not a condition described in Item 3A, as there are no conditions listed.

10.5 The Contractor has not itself disturbed the Latent Condition and sets out further specifics below.

Details of the Latent Condition

10.6 Pursuant to clause 12.2(b) of the General Conditions of Contract, the Contractor sets out the following statement in writing:

Clause / specifics required	Contractor's statement
Clause 12.2(b)(i) – the Latent Condition encountered and in what respects it differs materially.	The Latent Condition encountered is the CFMEU's exceptional, illegal and unanticipated interference at the Site. The Contractor did not anticipate the CFMEU members disrupting the Project at the time of Tender. This differs materially to the physical conditions anticipated on Site.

Clause 12.2(b)(ii) – the additional work and additional resources which the Contractor estimates to be necessary to deal with the Latent Condition.	The Contractor refers to **Section D** and its breakdown of the additional work and additional resources comprising its Disruption Costs and/or Psychosocial Costs
Clause 12.2(b)(iii) – the time the Contractor anticipates will be required to deal with the Latent Condition and the expected delay in achieving Practical Completion.	The Contractor refers to its EOT Claim, noting that it anticipates a further extension (to be quantified in due course) relating to the consequential effect of the Latent Condition may be necessary.
Clause 12.2(b)(iv) – the Contractor's estimate of the cost of the measures necessary to deal with the Latent Condition.	The Contractor refers to **Section D** and its breakdown of the Disruption Costs and Psychosocial Costs.
Clause 12.2(b)(v) – other details reasonably required by the Administrator.	If the Administrator needs more information, the Contractor would be pleased to assist.

10.7 In these circumstances, the Contractor's position is that a valuation of the Contractor's costs incurred ought to be made under Clause 40.5.

D. THE CONTRACTOR'S COSTS VALUATION AND BREAKDOWN

11. The Contractor has incurred the Disruption Costs and the Psychosocial Costs

11.1 The Contractor has incurred direct costs consisting of:

(a) the Disruption Costs; and

(b) the Psychosocial Costs.

11.2 The Contractor refers to its detailed breakdown of these costs in **Annexure 1**.

11.3 The Contractor considers it is entitled to a valuation being made under Clause 40.5 in respect of the:

(a) Disruption Costs and/or Psychosocial Costs under:

(i) clause 14.2 of the Contract due to a Change in a Legislative Requirement, being *the abolishment of the Building and Construction Industry (Improving Productivity) Act 2016* (Cth); and/or

(ii) under clause 12 of the Contract due a Latent Condition, being the presence of the CFMEU members on Site blockading the Contractor's works; and

(b) Psychosocial Costs under clause 14.2 of the Contract due to a Change in a Legislative Requirement, being the introduction of Queensland's new psychosocial Code of Practice under the Work Health and Safety Act 2011 (Qld).

11.4 The Contractor has **enclosed** a breakdown of the Disruption Costs and Psychosocial Costs (including the additional works performed and the additional resources provided).

The Contractor is entitled to the Psychosocial Costs under all three avenues

11.5 The Contractor acknowledges that it has previously claimed for the costs defined as the "Psychosocial Costs" under clause 14.2 of the Contract due to the introduction of the Queensland's new psychosocial Code of Practice under the *Work Health and Safety Act 2011* (Qld) in its Psychosocial Claim (dated 31 May 2024 (Ref: [815-J019-0223]).

11.6 The Contractor is not seeking to double claim for these costs by including them in this letter.

11.7 Rather, it is the Contractor's position that it is entitled to recover the Psychosocial Costs under any of the three avenues set out in **paragraph 11.3** above, being:

(a) under clause 14.2 of the Contract due to a Change in a Legislative Requirement, being the abolishment of *the Building and Construction Industry (Improving Productivity) Act 2016* (Cth);

(b) under clause 12 of the Contract due a Latent Condition, being the presence of the CFMEU members on Site blockading the Contractor's works; **and/or**

(c) under clause 14.2 of the Contract due to a Change in a Legislative Requirement, being the introduction of Queensland's new psychosocial Code of Practice under the *Work Health and Safety Act 2011* (Qld).

11.8 This is in circumstances where the Psychosocial Costs include (but are not limited to) the cost of additional security and industrial relation consultants, and the Contractor is likely to have incurred these costs whether or not the Psychosocial COP was introduced, due to:

(a) the CFMEU's militant and hostile actions facilitated by the abolishment of *the Building and Construction Industry (Improving Productivity) Act 2016* (Cth) (i.e. change in a Legislative Requirement); and/or

(b) the CFMEU's unanticipated presence on Site blockading the Contractor's works (i.e. the Latent Condition).

The Contractor's claimed costs are only for costs incurred to date

11.9 The costs claimed in this letter are the Contractor's incurred costs to around 26 May 2024. Further costs in respect of:

(a) costs incurred after 26 May 2024, including in relation to:

(i) storage of components of the temporary gantry system; and

(ii) maintaining security personnel and IR consultants at the Site;

(b) the consequential effects of CFMEU's unlawful and disruptive actions; and

(c) the mitigation actions undertaken by the Contractor;

will be quantified in due course.

11.10 Such consequential effects may include (but are not limited to):

(a) Concurrent building of the Northbound Centenary Bridge and the temporary gantry structure, causing delays and inefficient working due to, amongst other things, lack of available working room and resources;

(b) Delay to the completion of and inefficient work in completing the southern abutment works due to the two-stage Pier 1 pilecap pour necessitated by the CFMEU's 14 May 2024 blockade of Gate 1; and

(c) Delay to the completion of and inefficient work in completing the northern abutment works due to the delay in completing marine piling caused by the CFMEU's unlawful and disruptive actions and the threat thereof.

E. RESERVATION OF RIGHTS

12. The Contractor reserves all rights

12.1 The Contractor reiterates its commitment to seeking to agree a fair and reasonable approach to the management and mitigation of the ongoing CFMEU disruptions.

12.2 The Contractor reserves all rights including its right to update this notice as further details become available and to claim its time and costs in respect of the matters raised under this notice.

12.3 Should you have any queries regarding this Notice please do not hesitate to contact the undersigned, or the Contractor's Commercial Engineer, Mr Rex Clarke.

Yours faithfully
GEORGIOU BMD JOINT VENTURE

[redacted]

Mr Gareth Davie
Contractor's Project Director

9 May 2025

Letter Ref: 815-J019-0360
GBJV Ref: T-284

Peter Konecny
Administrator
Level 6, 480 St Pauls Tce
Fortitude Valley Q 4006

Delivered by email to: [redacted]

Dear Sir,

PROJECT:	**CENTENARY MOTORWAY JINDALEE - Centenary Bridge Upgrade - Stage 2 ("Project")**
CONTRACT NO.:	**CN-13712**
CONTRACT:	**Transport Infrastructure Contract - August 2022 (CBUP Special Edition) ("Contract")**
PRINCIPAL:	**The State of Queensland acting through the Department of Transport and Main Roads ("Principal")**
ADMINISTRATOR:	**Peter Konecny (SMEC) ("Administrator")**
CONTRACTOR:	**B.M.D. CONSTRUCTIONS PTY. LIMITED & GEORGIOU GROUP PTY LTD - ABN 20 185 567 437 ("Contractor")**
SUBJECT:	**The Contractor's Consolidated Delay Claim (Commencement to December 2024) Contractor's Extension of Time Claim under Clause 35.5 | Delay Costs Claim under Clause 36 | Prescribed Notice under Clause 46.1**

A. OVERVIEW OF THE CONTRACTOR'S CONSOLIDATED DELAY CLAIM

1. The Contractor has suffered significant delays on the Project

1.1 During the course of the Project, the Contractor has suffered significant delays due to matters outside of its reasonable control. Due to these delays, the Contractor:

(a) has been delayed in reaching Practical Completion; and

(b) has been necessarily incurring extra costs by reason of the delays (including in mitigating these delays).

1.2 In these circumstances, the Contract provides for the Contractor's entitlement to be awarded extensions of time to the Date for Practical Completion and to be paid delay costs.

1.3 As such, the Contractor gives this letter as its formal Claim for:

(a) extensions of time for Practical Completion, under clause 35.5 of the Contract; and

(b) its extra costs as are necessarily incurred by reason of the delays, under clause 36 of the Contract.

1.4 Below, the Contractor establishes the factual background underpinning each of these entitlements.

1.5 To further substantiate the Contractor's claim to the time and costs, the Contractor has procured the **enclosed** TBH Report. The TBH Report reviews the planned versus actual progress of the works in 6 periods of time ("Windows") from Contract commencement until 12 December 2024 to determine:

(a) the total delay to Completion of the project as well as the delay to the three main areas of the project (being the Northern Abutment, Southern Abutment and the Marine works);

(b) Having reviewed the planned and actual progress, the critical path to Practical Completion;

(c) Then takes the total delay and determines the quantum of delay attributable to each party.

B. THE CONTRACTOR IS ENTITLED TO EXTENSIONS OF TIME FOR PRACTICAL COMPLETION

2. Overview of the delays on the Project

2.1 During the course of the Project, the Contractor has experienced the following delays:

Delay No.	Delay experienced by the Contractor	Summary of delay experienced	Clause 35.5(d) entitlement	Delay costs entitlement	Delay period	Calendar days delay	Working days delay
1	Delay to commencing Sewer RM189	The Administrator issued Variation No. 09 which changed the construction methodology for GSL3 and impacted the Contractor's construction sequence for both GSL3 and Sewer RM189. The change in construction methodology, and re-sequenced works, delayed the commencement of carrying out Sewer RM189.	The Principal, the Administrator, the Principal's employees, consultants, other Contractors or agents (i.e. clause 35.5(d)(ii)(a)). A variation under Clause 40 (i.e. clause 35.5(d)(ii)(d)).	Yes	4 August 2023 – 25 August 2023 (inclusive)	22	16
2	Delay to completing Sewer RM189	The completion of Sewer RM189 was delayed due to the Administrator changing the construction methodology from open trench to horizontal directional drilling. Further, Latent Conditions were encountered during the construction of Sewer RM189, causing further delay.	The Principal, the Administrator, the Principal's employees, consultants, other Contractors or agents (i.e. clause 35.5(d)(ii)(a)). A variation under Clause 40 (i.e. clause 35.5(d)(ii)(d)). A Latent Condition under clause 12 (i.e. clause 35.5(d)(ii)(c).	Yes	7 October 2023 to 25 October 2023 (inclusive)	19	16
3	Delay to completing AbutA Earthworks	The Principal's design for the earthworks necessary for constructions of Abutment A failed to comply with the WHS Act	The Principal, the Administrator, the Principal's employees, consultants,	Yes	7 November 2023 to 12	36	29

Delay No.	Delay experienced by the Contractor	Summary of delay experienced	Clause 35.5(d) entitlement	Delay costs entitlement	Delay period	Calendar days delay	Working days delay
	(enabling CMCs) due to sheet piles	and Safety in Design Code of Practice, because key safety requirements were not identified in the Principal's designs. The Contractor was required to design and construct a sheet pile wall design to eliminate the safety risks. The design and construction of the sheet pile wall delayed the Contractor's completion of the Abutment A earthworks.	other Contractors or agents (i.e. clause 35.5(d)(ii)(a)). A variation under Clause 40 (i.e. clause 35.5(d)(ii)(d)).		December 2023 (inclusive)		
4	Delay to completing CMCs due to Abutment A slope stabilisation	The Contractor identified a number of ambiguities and discrepancies the Principal's designs, related to the construction of Abutment A. The Contractor also considered the ground conditions at Abutment A to be a latent condition. To overcome the ambiguities and discrepancies, and the latent condition, the Contractor was required to perform Abutment A slope stabilisation. The performance of slope stabilisation delayed the completion of the CMCs.	The Principal, the Administrator, the Principal's employees, consultants, other Contractors or agents (i.e. clause 35.5(d)(ii)(a)). A variation under Clause 40 (i.e. clause 35.5(d)(ii)(d)). A Latent Condition under clause 12 (i.e. clause 35.5(d)(ii)(c).	Yes	8 February 2024 to 26 February 2024 (inclusive)	19	15
5	Delay to TP0 – TP2 Gantry Steel due to union blockade	During the completion of the Works, various representatives and associates of the CFMEU delayed, disrupted and interfered	A variation under Clause 40 (i.e. clause 35.5(d)(ii)(d)).	Yes	N/A	20	18

Delay No.	Delay experienced by the Contractor	Summary of delay experienced	Clause 35.5(d) entitlement	Delay costs entitlement	Delay period	Calendar days delay	Working days delay
		with the Work Under the Contract. The CFMEU's actions prevented the Contractor from delivering materials required for its temporary gantry steelwork to the Site, causing delay.	A Latent Condition under clause 12 (i.e. clause 35.5(d)(ii)(c). A change in Legislative Requirement (i.e. clause 35.5(d)(ii)(f)).				
6	Delay to P1 Pilecap due to union blockade	As identified in the Fifth Delay above, during the completion of the Works various representatives and associates of the CFMEU delayed, disrupted and interfered with the Work Under the Contract. In addition to delaying the delivery of the Contractor's temporary gantry steelwork, the union blockades also delayed the delivery of concrete for the Contractor's Pier 1 Pilecap.	A variation under Clause 40 (i.e. clause 35.5(d)(ii)(d)). A Latent Condition under clause 12 (i.e. clause 35.5(d)(ii)(c). A change in Legislative Requirement (i.e. clause 35.5(d)(ii)(f)).	Yes	N/A	24	19
7	Delay to TP2-7 Gantry Steel due to P1 pilecap waterproofing	As identified in the Sixth Delay above, the blockade at the Contractor's Gate 1 prevented the Contractor's delivery of concrete to the P1 Pilecap. This caused the forming of a 'cold joint' at around the midpoint of the Pier 1 pile cap, because only half the required concrete for the	The Principal, the Administrator, the Principal's employees, consultants, other Contractors or agents (i.e. clause 35.5(d)(ii)(a)) A variation under Clause 40 (i.e. clause 35.5(d)(ii)(d)). A Latent Condition under clause 12 (i.e. clause 35.5(d)(ii)(c).	Yes	13 June 2024 to 1 July 2024 (inclusive)	19	15

Delay No.	Delay experienced by the Contractor	Summary of delay experienced	Clause 35.5(d) entitlement	Delay costs entitlement	Delay period	Calendar days delay	Working days delay
		P1 Pilecap could be poured at a time. The Contractor was directed to perform extra steps to address the cold joint, such as waterproofing, which caused delay.	A change in Legislative Requirement (i.e. clause 35.5(d)(ii)(f)).				
8	Delay to TP2-7 Gantry Steel due to ATP installation	The Contractor was required to provide an alternative Active Transport Path. The Contractor's provision of the alternative Active Transport Path delayed TP2-7 Gantry Steel.	The Principal, the Administrator, the Principal's employees, consultants, other Contractors or agents (i.e. clause 35.5(d)(ii)(a)). A Latent Condition (i.e. clause 35.5(d)(ii)(c). A variation directed under Clause 40 (i.e. clause 35.5(d)(ii)(d)). A change in Legislative Requirement (i.e. clause 35.5(d)(ii)(f)).	Yes	Gantry steelwork activities between temporary piles TP02 and TP07.	23	18

2.2 For completeness, the Contractor has:

(a) suffered further non-critical delays;

(b) incurred storage costs; and

(c) suffered the likely effects of disruption; and

(d) implemented mitigation measures which have reduced the duration of delays,

that are not described above.

2.3 These matters are covered in Section D.

3. The Contractor's entitlement to extensions of time to Practical Completion under clause 35.5

3.1 Clause 35.5 of the Contract governs the parties' rights and obligations regarding extensions of time for Practical Completion.

3.2 In accordance with clause 35.5 of the Contract, in this document, the Contractor will establish:

(a) the Contractor has been delayed in reaching Practical Completion;

(b) the delays were caused by events described in clause 35.5(d) of the Contract; and

(c) the Contractor has taken all reasonable steps to preclude the occurrence of the cause and minimise the consequences of the delay.

3.3 Overall, the delays raised in this letter are matters that the Contractor could not reasonably control, and which the Contractor has worked through and minimised the consequences of on a best-for-Project basis.

3.4 Notwithstanding the Contractor's best efforts, the delays have impacted the Project, and costs have been incurred, which the Contractor is entitled to be fairly compensated for.

3.5 The Contractor establishes its entitlement to an extension of time for Practical Completion and its costs for each delay event below.

4. First Delay – The Contractor incurred delay to commencing Sewer RM189

The Administrator directed a change to the Contractor's construction methodology of GSL3

4.1 As part of the Works, the Contractor was required to construct:

(a) Sewer Rising Main 189 (**Sewer RM189**); and

(b) Gravity Sewer Line 3 (**GSL3**) adjacent to Sewer RM189.

4.2 According to the Contractor's RevA and RevB programs, the Contractor was scheduled to:

(a) install Sewer RM189 under Centenary Motorway and through Amazons Park; then

(b) install GSL3 under Centenary Motorway and through Amazons Park.

4.3 However, prior to commencing these Works, to overcome ambiguities or discrepancies in the Principal's Project Specific Documents, [1] on 4 August 2023 the Administrator directed "Variation No. 09 – Gravity Sewer Underbore Line 3".

4.4 Variation No. 09 changed the construction methodology of GSL3 within Amazons Park from 'open trench' construction to micro tunnelling (**Varied Gravity Sewer Line 3 Construction Methodology**).

The Contractor's performance of the Varied Gravity Sewer Line 3 Construction Methodology impacted the Contractor's construction sequence

4.5 The Varied Gravity Sewer Line 3 Construction Methodology also impacted the Contractor's construction sequence.

4.6 Specifically, the Contractor had to:

(a) instead of first installing Sewer RM189 as was originally planned, now install GSL3 through Amazons Park first by micro tunnelling; then

(b) install Sewer RM189 through Amazons Park by horizontal directional drilling (**HDD**); then

(c) install GSL3 and Sewer RM189 under the Centenary Motorway.

(together, the Re-sequenced Sewer Works)

4.7 Due to the Varied Gravity Sewer Line 3 Construction Methodology, GSL3 through Amazons Park had to be installed before the remaining sewer lines (including Sewer RM189) because:

(a) the Sewer RM189 underbore launch pit lies above and clashes (in plan) with the GSL3 micro tunnel launch pit; and

(b) the proximity and relative levels of Sewer RM189 and GSL3 would have made procuring the requisite permits from the relevant Authority (i.e. Urban Utilities (**UU**)) less likely had Sewer RM189 been installed prior to GSL3, noting UU would likely be concerned with granting the relevant permit (as further explained below).

4.8 The Sewer RM189 underbore launch pit clashed with the GSL3 micro tunnel launch pit because:

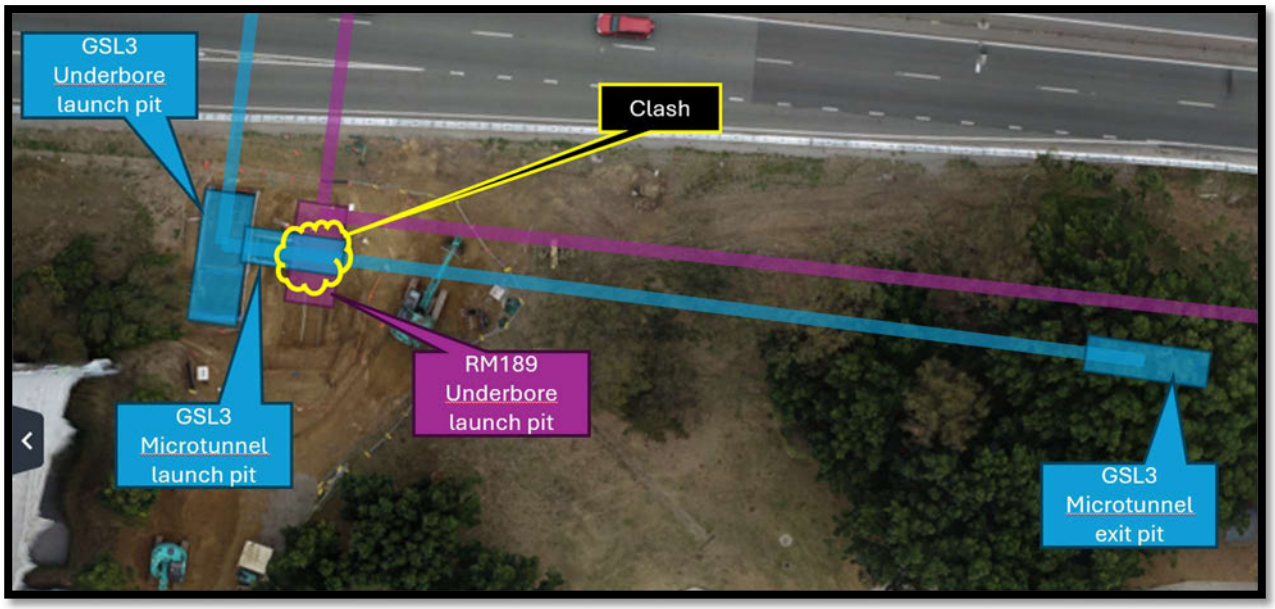
(a) the launch pit for the GSL3 micro tunnel was necessarily situated to the north of Manhole 006 (i.e. MH006) due to the adjacent property boundary; and

(b) the Sewer RM189 underbore launch pit was situated as close to the Centenary Motorway as was safe to do.

4.9 The position and the clash of these launch pits is illustrated below:

[1] The Contractor refers to its previous letter (815-J109-0038) for a detailed background of the Discrepancy in Drawings Relating to Sewer Works in Amazon Park.





4.10 Given that GSL3 lies beneath Sewer RM189, it was necessary to install GSL3 first to overcome this clash.

4.11 This would not have been the case in the absence of the Varied Gravity Sewer Line 3 Construction Methodology, because there would not have been a GSL3 micro tunnel launch pit at all.

4.12 Furthermore, without detracting from the point above that installation of Sewer RM189 before GSL3 (as was originally planned before the Varied Gravity Sewer Line 3 Construction Methodology), was not possible due to the clashes identified, if the Contractor had regardless tried to install Sewer RM189 before GSL3, significant delays in obtaining the necessary permits would have been encountered.

4.13 This is because:

(a) the Contractor was required to commission (cutover to) the new Sewer RM189 to enable the CMC Works, meaning Sewer RM189 would have been 'live' during the construction of GSL3 ;

(b) the Principal's MRTS171.1 requires the Contractor to:

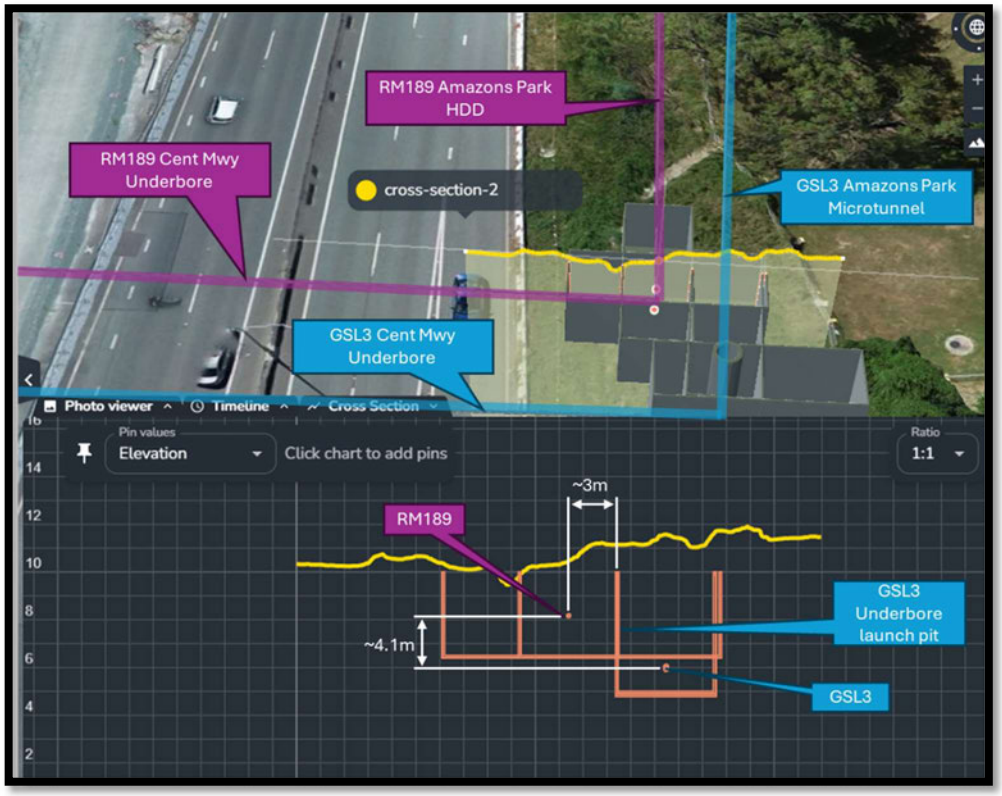
i. procure from UU a 'Network Access Permit' (**NAP**) when working within 3m of UU infrastructure; and

ii. sets out a vibration limit of 2mm/sec when working near UU infrastructure;

(c) the alignments of GSL3 and Sewer RM189 through Amazons Park are such that:

i. GSL3 lies more than 4m below Sewer RM189; and

ii. the GSL3 launch pit and associated temporary works are separated from Sewer RM189 by approximately 3m;



(d) therefore, had the Contractor installed (and possibly commissioned) Sewer RM189 before GSL3 (as was originally planned before the Varied Gravity Sewer Line 3 Construction Methodology), it is likely that the UU would not have issued, or else imposed stringent and extensive controls on, a NAP for the construction of GSL3 given its proximity to Sewer RM189.

4.14 For the above reasons (i.e. the clashes and likely issues to be encountered with UU permitting), the Contractor necessarily installed GSL3 through Amazons Park prior to Sewer RM189.

4.15 The Varied Gravity Sewer Line 3 Construction Methodology, and the Re-sequenced Sewer Works (both ultimately caused by Variation No. 09) therefore delayed the commencement of the carrying out of Sewer RM189.

5. The Contractor has been delayed in reaching Practical Completion due to the delay in commencing Sewer RM189

5.1 Due to the delay to commencing Sewer RM189 (set out above), the Contractor has been delayed in reaching Practical Completion.

5.2 To further support the Contractor's Claim that it has been delayed in reaching Practical Completion, the Contractor has instructed TBH to analyse the delay incurred. TBH's detailed findings are set out in the TBH Report. In summary, TBH found that:

(a) the Sewer Rising Main works were on the Project critical path at the time;

(b) the commencement of Sewer RM189 was delayed from 16 June 2023 to 26 August 2023, a delay of 71 calendar days; and

(c) due to the float available to the SRM in the Rev A Contract Programme, the delay in commencement of SRM 189 delayed the project critical path by **22 calendar days**.[2]

The delay is by a cause described in clause 35.5(d) of the Contract

5.3 As set out in the factual background above, the delay was caused by Variation No. 9, which required the Contractor to implement the Re-sequenced Sewer Works.

5.4 Therefore, the Contractor submits the delay is a cause described in clause 35.5(d) of the Contract in circumstances where the delay was caused by:

(a) the Principal, the Administrator, the Principal's employees, consultants, other Contractors or agents (i.e. clause 35.5(d)(ii)(a)); and/or

(b) a variation under Clause 40 (i.e. clause 35.5(d)(ii)(d)).

5.5 The number of days' extension of time claimed for the delay is:

(a) 22 calendar days; or

(b) 16 Working Days.

The Contractor has taken all reasonable steps to preclude the occurrence of the cause and minimise the consequences of the delay

5.6 In order to preclude the occurrence of the cause and minimise the consequences of delay, the Contractor took the following steps:

(a) on 21 April 2023, well in advance of carrying out the relevant Works, the Contractor identified and alerted the Administrator of a discrepancy in the documents making up the Contract with respect to GSL3;

(b) prior to the Administrator's direction to proceed with Variation No. 9, the Contractor proactively:

i. consulted with the market and commenced procurement for a GSL3 micro tunnel;

ii. on 28 June 2023, submitted a NAP application to UU to secure its approval for the Contractor to commence work on a GSL3 micro tunnel;

iii. developed an encasing pipe design for a GSL3 micro tunnel; and

(c) on 6 July 2023, the Contractor raised a Notice of Possible Delay in relation to Variation No. 9.

5.7 Therefore, the Contractor has taken all reasonable steps to preclude the occurrence of the cause and minimise the consequences of delay, and has always worked on a best-for-Project basis.

[2] See TBH Report at Section 8.1.1.

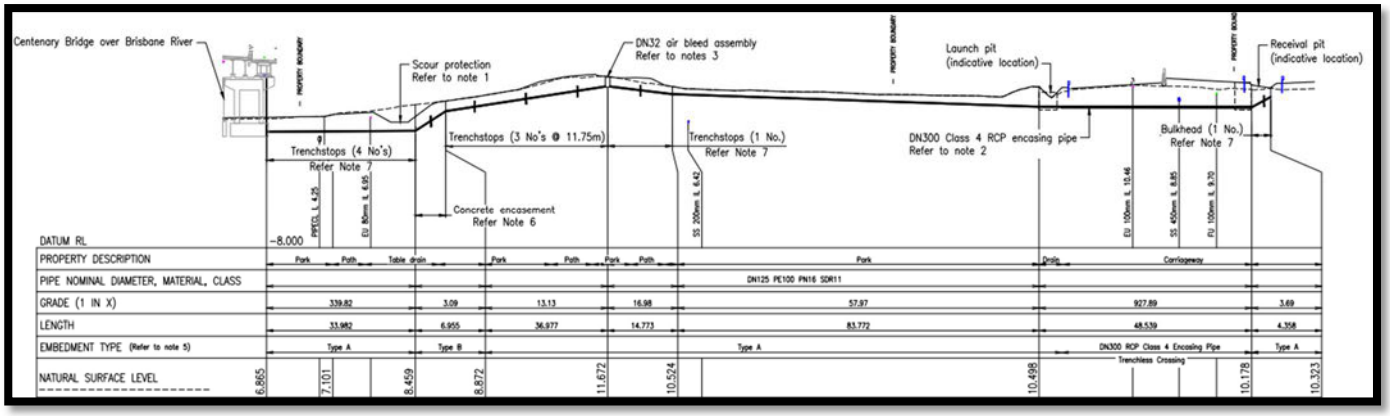
6. Second Delay – The Contractor incurred delay to completing Sewer RM189

6.1 As identified in the First Delay above, as part of the Works, the Contractor was required to construct Sewer RM189.

The Contractor was delayed by a change in installation method directed by the Administrator

6.2 At Tender, the Principal:

(a) within the Tender Documents, included Drawing 844769 revision 0, which stipulated that Sewer RM189 within Amazons Park was to be installed by using an 'open trench' construction method;



(b) on 18 October 2021, issued Notice to Tenderers NTT54, which instructed the Contractor to:

"allow for HDD of RM189 DN300 pipe with an enveloper pipe between Chainage 40 and Chainage 176 in their pricing. IFC drawings will be issued once UU has provided a letter of acceptance with approval conditions."

(c) did not issue a revised Drawing 844769 setting out details of Sewer RM189 within Amazons Park.

6.3 As a result, in its Tender, the Contractor:

(a) allowed for "*HDD* [i.e. horizontal direction drilling]– *of RM189 DN300 pipe with an enveloper pipe between Chainage 40 and Chainage 176"* in Schedule M1 (Schedule of Rates); and

(b) absent technical details, allowed for 'open trench' construction of Sewer RM189 in Schedule M4 (Tender Program).

6.4 On 17 January 2023, the Administrator sent the Contractor's Representative a link to a shared folder containing drawings (**IFC Drawings**) which are different to the Drawings attached or referred to in the Contract.

6.5 On 19 January 2023, the Administrator sent the Contractor's Representative a document titled 'V-001'.

6.6 On 1 February 2023:

(a) The Contractor [under letter ref: 815-J019-0001]:

i. sent the Administrator a Notice of Possible Delay in respect of the IFC Drawings; and

ii. asked the Administrator to issue a clear direction under Clause 40 instructing the Contractor to implement the IFC Drawings;

(b) the Administrator responded to the Contractor, confirming his direction under Clause 40.1.

6.7 The Contractor was scheduled to carry out Works on Sewer RM189:

(a) according to its RevA program (based on Tender Drawing 844769 revision 0 - i.e. 'open trench' construction in Amazons Park) between 16 June 2023 to 27 July 2023, a period of 42 calendar days; and (refer TBH Report Section 8.4.3.1.2 paragraph 260)

(b) according to its RevC program (based on Drawing 844769 revision A - i.e. HDD construction in Amazons Park) between 26 August 2023 and 2 November 2023, a period of 69 calendar days. (refer TBH Report Section 8.4.3.1.2, paragrpah 261)

6.8 This variance in duration represents a 27-calendar day delay to Sewer RM189 due to the change in installation method directed by the Administrator when it issued the IFC Drawings. (refer TBH Report Section 8.4.3.1.2 paragrpah 262)

The Contractor was delayed in commencing Sewer RM189 beneath Centenary Motorway by a Latent Condition

6.9 Between 7 and 11 September 2023, the Contractor established by vacuum excavation that the existing sewer rising main RM189:

(a) lay approximately 300mm lower than shown on the as-constructed drawings provided to the Contractor; and

(b) clashed with the proposed Sewer RM189.

6.10 On 12 September 2023, the Contractor sent RFI-151 to the Administrator in relation to the issue, providing a suggested enveloper pipe profile to overcome the clash as described above.

6.11 On 13 September 2023:

(a) the Contractor provided in respect of the above a:

i. Notice of Latent Condition under Clause 12.2; and

ii. Notice of Possible Delay under Clause 35.5.

(b) the Administrator responded to RFI-151:

i. Accepting the amended enveloper profile suggested by the Contractor; and

ii. Instructing the Contractor to obtain UU's approval of the amended enveloper profile.

(c) the Contractor asked UU for its approval of the amended enveloper profile; and

(d) in response, UU asked for additional details, which the Principal's designer was required to provide.

6.12 On 14 September 2023, the Contractor passed UU's questions on to the Administrator.

6.13 On 21 September 2023, the Administrator responded to UU's questions.

6.14 The Contractor could not commence Sewer RM189 beneath Centenary Motorway until it overcame the Latent Condition, which it did after:

(a) it received UU's and the Administrator's approval to implement the amended enveloper profile; and

(b) it subsequently directed its underbore Subcontractor to mobilise to Site; and

(c) the underbore Subcontractor to mobilised to Site.

7. The Contractor has been delayed in reaching Practical Completion due to the delay in completing Sewer RM189

7.1 Due to the delay to completing Sewer RM189 (set out above), the Contractor has been delayed reaching Practical Completion.

7.2 To further support the Contractor's claim that it has been delayed in reaching Practical Completion, the Contractor has instructed TBH to analyse the delay incurred. TBH's detailed findings are set out in the TBH Report. In summary, TBH found that:

(a) the Sewer Rising Main works were on the Project critical path at the time (refer TBH Report Section 7.2);

(b) the change in construction methodology from open trenching to HDD delayed the installation works by 9 calendar days (refer TBH Report Section 8.4.3.1.3, paragraph 266); and

(c) the Works were further delayed by 10 calendar days from 12 September 2023 to 21 September 2023 due to the latent condition the subject of RFI-151 (refer TBH Report Section 8.4.3.1.3, paragraph 266).

The delay is by a cause described in clause 35.5(d) of the Contract

7.3 As set out in the factual background above, the delays were caused by:

(a) the Administrator's direction to implement the IFC Drawings, which compelled the Contractor to change the installation method of Sewer RM189 through Amazons Park**;** and

(b) the clash between the existing and proposed sewer rising mains (a Latent Condition).

7.4 Therefore, the Contractor submits the delay is a cause described in clause 35.5(d) of the Contract in circumstances where the delay was caused by:

(a) the Principal, the Administrator, the Principal's employees, consultants, other Contractors or agents (i.e. clause 35.5(d)(ii)(a)); and/or

(b) a variation directed under Clause 40 (i.e. clause 35.5(d)(ii)(d)); and/or

(c) a Latent Condition (i.e. clause 35.5(d)(ii)(c)).

7.5 The number of days' extension of time claimed for the delay is:

(a) 19 calendar days; or

(b) 16 Working Days.

The Contractor has taken all reasonable steps to preclude the occurrence of the cause and minimise the consequences of the delay

7.6 In order to preclude the occurrence of the cause and minimise the consequences of delay, the Contractor took the following steps:

(a) promptly notifying the Administrator of the Latent Condition by sending a Notice of Latent Condition under Clause 12.2;

(b) promptly sending Notices of Possible Delay under Clause 35.5 to inform the Administrator of a potential impact of the Date for Practical Completion; and

(c) promptly sending RFI-151 to overcome the Latent Condition.

7.7 Therefore, the Contractor has taken all reasonable steps to preclude the occurrence of the cause and minimise the consequences of delay and has always worked on a best-for-Project basis.

8. Third Delay – The Contractor incurred delay to completing AbutA Earthworks (enabling CMCs) due to sheet piles

8.1 As part of the Works, the Contract was required to complete earthworks necessary for the construction of Abutment A.

8.2 The construction of Abutment A was to be carried out in accordance with the specifications, drawings and designs provided by the Principal under the Contract (**Principal's Designs**).

8.3 According to Rev C, the Contractor was scheduled to complete the earthworks necessary for construction of Abutment A from 2 November 2023 to 14 November 2023, a period of 13 calendar days (refer TBH Report Section 9.4.1, diagram at paragraph 362).

8.4 However, prior to completing the earthworks necessary for construction of Abutment A, the Contractor suffered delay due to the Principal and its designer failing to ensure that the Principal's Designs adequately identified the conditions, such as temporary works, necessary to eliminate health and safety risks in the construction of Abutment A, as required by the *Safe Design of Structures Code of Practice 2021* (**SD COP**).

8.5 As such, the Contractor is entitled to recover its time and costs for these delays, as further established below.

The WHS Act and SD COP applies to the Principal's Designs

8.6 Section 26A of the *Work Health and Safety Act 2011* (**WHS Act**) requires duty holders to comply with an approved code of practice unless another method prescribes an equivalent or higher standard of work health and safety.

8.7 The SD COP is an approved code of practice under section 274 of the WHS Act.

8.8 Section 2.4 of the COP:

(a) obligates designers to:

" … give adequate information to each person who is provided with the design in order to give effect to it concerning:

• each purpose for which the structure was designed

• the results of any calculations, testing, analysis or examination, carried out in accordance with the WHS Act

• any conditions necessary to ensure that the structure is without risks to health and safety when used for a purpose for which it was designed or when carrying out some activities related to the structure, such as construction, maintenance and demolition." (emphasis added)

and

(b) in relation to transferring key information about identified hazards to those involved in later stages of the lifecycle, asks designers to consider:

i. *"making notes on drawings, as these will be immediately available to construction workers"*; and

ii. *"temporary work required to construct or renovate the building as designed (e.g. bracing of steel or concrete frame buildings)"*.

8.9 The Principal provided the Contractor the Principal's Designs for the purposes of tendering and construction of the Works.

8.10 In doing so, the Principal was required to comply with the SD COP and WHS Act.

8.11 The Principal's Designs failed to comply with the SD COP and WHS Act, as further outlined below.

The Principal's Designs failed to comply with the SD COP and WHS Act

8.12 At Abutment A, the Principal's Designs requires the Contract to construct:

(a) 'controlled modulus columns' (**CMCs**);

(b) a 'load transfer platform' (**LTP**); and

(c) piles, a pilecap, headstock and wingwalls including drainage material.

8.13 While carrying out the Works, the Contractor discovered that the Principal and its designer did not identify temporary works necessary to eliminate safety risks in constructing the Works at Abutment A.

8.14 In this regard, a risk to safety in construction of the LTP/CMC structure arose due to the:

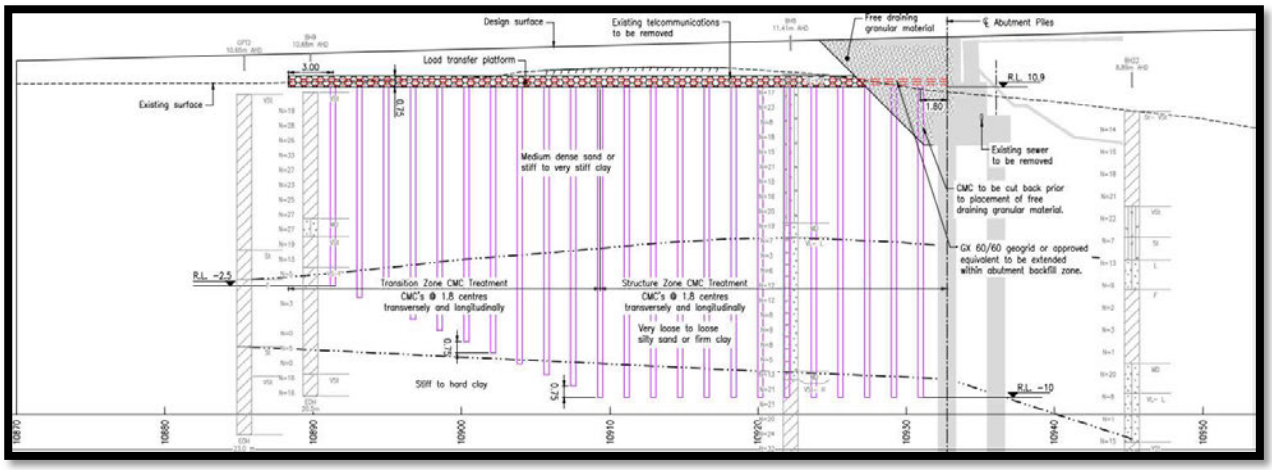
(a) difference in level; and

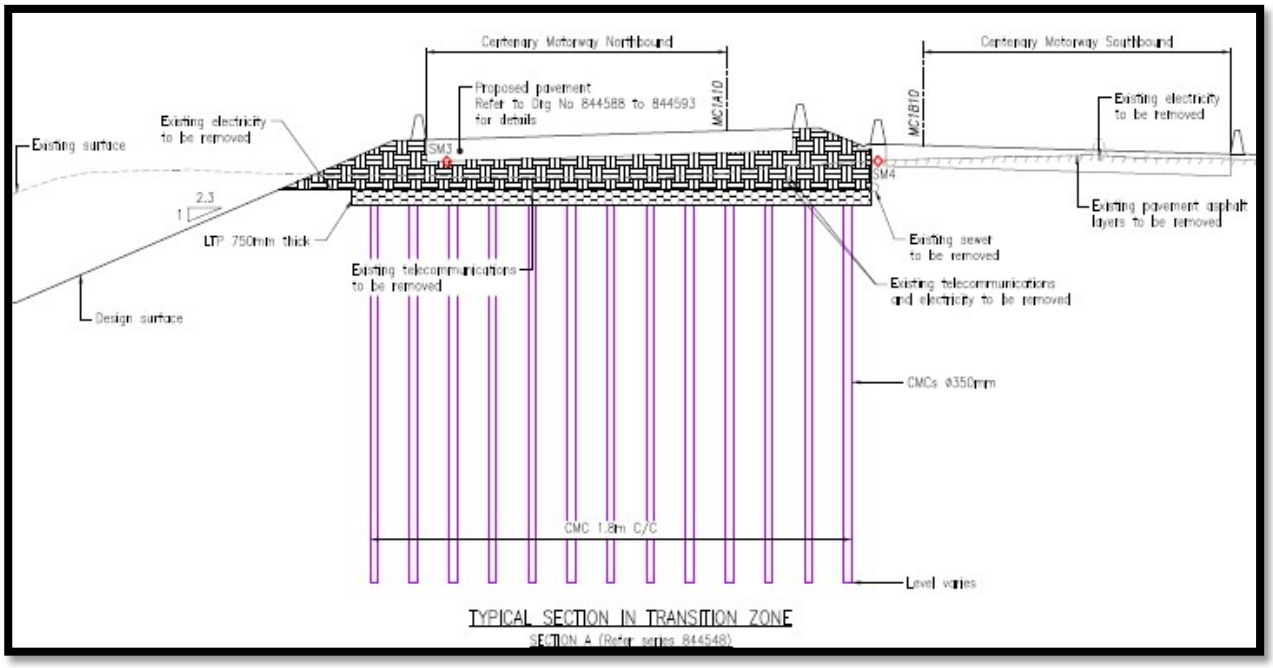
(b) proximity in plan,

between the existing northbound carriageway and the Abutment A substructure and the LTP/CMC structure

8.15 The CMCs and LTP are located immediately adjacent to the existing northbound carriageway. The underside of the LTP, to which the Contractor must excavate, varies but is located approximately two metres below the surface level of the existing northbound carriageway. The underside of the proposed Abutment A pile cap is a further four metres (approximately) below that.

8.16 These points are illustrated in the below drawings:





8.17 As such, the risk to safety is the high potential of structural failure (collapse) of the northbound carriageway, noting the level differences and proximity.

8.18 The Principal's Designs therefore failed to comply with the SD COP and WHS Act, in that an unsafe design was produced and provided to the Contractor for construction.

The Contractor has taken steps to seek to eliminate the safety risks caused by the Principal's Designs

8.19 To eliminate the safety risks, the Contractor developed a 'sheet pile wall' temporary work design and submitted this design to the Administrator under Clause 8.6.6 (**Sheet Pile Wall Design**).

8.20 The temporary works described by the designs retain the difference in level between the existing northbound carriageway, the new northbound bridge Abutment A substructure, and the LTP/CMC structure and so counteract the risk of collapse.

8.21 The Administrator accepted the use of the Contractor's Sheet Pile Wall Design under clause 8.6.9 on:

(a) 28 November 2023 [CivilPro Approval 228]; and

(b) 3 November 2023 [CN-13712-RFI-180], respectively; and

9. The Contractor has been delayed in reaching Practical Completion due to the delayed completion of the Abutment A earthworks

9.1 The provision of the Sheet Pile Wall Design, and its construction of the Sheet Pile Wall, delayed the completion of the earthworks necessary for the construction of Abutment A. Due to the delayed completion of the Abutment A earthworks, the Contractor has been delayed in reaching Practical Completion.

9.2 To further support the Contractor's claim that it has been delayed in reaching Practical Completion, the Contractor has instructed TBH to analyse the delay incurred. TBH's detailed findings are set out in the TBH Report, however, in summary, TBH found that:

(a) The Contractor's Rev C program had a planned duration of 13 calendar days for the earthworks to the CMC (refer TBH Report Windows 2 Section 9.1.1, paragraph 287);

(b) The earthworks actually commenced on 25 October 2023, and ceased on 12 December 2023, a duration of 48 calendar days (refer TBH Report Windows 2 and 3 paragraphs 288 and 425);

(c) Therefore, there was an actual increase of 25 calendar days in Window 2 and 11 calendar days in Window 3, with a total increase in duration of 36 calendar days (refer TBH Report paragrpahs 288 and 425).

(d) Using the actual start date of 25 October 2023, the corresponding increase in duration was from 7 November 2023 to 12 December 2023 inclusive, or 36 calendar days.

9.3 Therefore, the Contractor has been delayed in reaching Practical Completion.

The delay is by a cause described in clause 35.5(d) of the Contract

9.4 As set out in the factual background above, the delay was caused by the Principal and its designer's failure to identify temporary works necessary to eliminate safety risks in constructing the Works at Abutment A.

9.5 In the provision of the Sheet Pile Wall Design, and its construction of the Sheet Pile Wall, the Contractor has:

(a) overcome ambiguities or discrepancies in the Principal's design; and/or

(b) performed a variation.

9.6 Therefore, the Contractor submits the delay is a cause described in clause 35.5(d) of the Contract in circumstances where the delay was caused by:

(a) the Principal, the Administrator, the Principal's employees, consultants, other Contractors or agents (i.e. clause 35.5(d)(ii)(a)) – in circumstances where the Contractor's provision of the Sheet Wall Pile Design, and the Contractor's performance of the Sheet Wall Pile, was fundamentally due to the Principal's designers failure to identify temporary works necessary to eliminate safety risks in constructing the Works at Abutment A; and

(b) a variation under clause 40 (i.e. clause 35.5(d)(ii)(d)).

9.7 The number of days' extension of time claimed for the delay is:

(a) 36 calendar days; or

(b) 29 Working Days.

The Contractor has taken all reasonable steps to preclude the occurrence of the cause and minimise the consequences of the delay

9.8 In order to preclude the occurrence of the cause and minimise the consequences of delay, the Contractor took the following steps:

(a) Once soon as it discovered the discrepancies in the Principal's design, commissioned a temporary work design for the Sheet Pile Wall; and

(b) Carried out a competitive Subcontract tender process to install the Sheet Pile Wall.

9.9 Therefore, the Contractor has taken all reasonable steps to preclude the occurrence of the cause and minimise the consequences of delay, and has always worked on a best-for-Project basis.

10. Fourth Delay – The Contractor incurred delay to completing CMCs due to Abutment A slope stabilisation

10.1 As part of the Works, the Contract was required to complete controlled modulus columns (**CMCs**).

The Contractor identified a number of ambiguities and discrepancies in the documents forming the Contract

10.2 During its performance the Works, the Contractor identified a number of ambiguities and discrepancies in the Principal's Designs related to its construction of Abutment A.

10.3 Furthermore, some of the insitu ground conditions at Abutment A constituted a Latent Condition.

10.4 The Administrator resolved the above ambiguities and discrepancies by accepting the need for temporary slope stabilisation at Abutment A. The temporary slope stabilisation was also required to overcome the Latent Condition.

10.5 Therefore, to overcome the ambiguities or discrepancies and/or the Latent Condition, the Contractor was required to construct slope stabilisation for Abutment A.

10.6 For further details, the Contractor refers to its separate claim titled 'T-241 - Abutment A Slope Stability' (815-J019-0199), dated 22 March 2024.

10.7 On 21 May 2024, the Administrator awarded the Contractor its costs of constructing slope stabilisation for Abutment A [30033891.6.04.44\066].

10.8 The Contractor's performance of the Abutment A slope stabilisation delayed the completion of the CMCs.

11. The Contractor has been delayed in reaching Practical Completion due to the delay to completing CMCs

11.1 Due to the delay to completing CMCs, the Contractor has been delayed in reaching Practical Completion.

11.2 To further support the Contractor's claim that it has been delayed in reaching Practical Completion, the Contractor has instructed TBH to analyse the delay incurred. TBH's detailed findings are set out in the TBH Report, however, in summary, TBH found that :[3]

(a) the requirement of the slope stabilisation works was first raised on 8 February 2024;

(b) the completion of the slope stabilisation works were completion on 26 February 2024;

(c) therefore, the slope stabilisation works were delaying the completion of the CMC LTP for a period of 19 calendar days.

11.3 Therefore, the Contractor has been delayed in reaching Practical Completion.

The delay is by a cause described in clause 35.5(d) of the Contract

11.4 As set out in the factual background above, the delay was caused by the Principal's designer's failure to design the Works in Abutment A with the appropriate support necessary for the ground conditions on Site.

11.5 With reference to the Contractor's previous letter (815-J019-0199), in its provision of the Abutment A slope stabilisation the Contractor has:

(a) overcome ambiguities or discrepancies in the Principal's design; and/or

(b) remedied a Latent Condition.

11.6 Therefore, the Contractor submits the delay is a cause described in clause 35.5(d) of the Contract in circumstances where the delay was caused by:

[3] See TBH Report at paragraphs 476 to 477, and 497.

(a) the Principal, the Administrator, the Principal's employees, consultants, other Contractors or agents (i.e. clause 35.5(d)(ii)(a)) – in circumstances where the Contractor's provision of Abutment A slope stabilisation was fundamentally due to the Principal's designer's failure to design the Works in Abutment A with the appropriate support necessary for the ground conditions;

(b) a variation under clause 40 (i.e. clause 35.5(d)(ii)(d)); and

(c) a Latent Condition (i.e. clause 35.5(d)(ii)(c)).

11.7 The number of days' extension of time claimed for the delay is:

(a) 19 calendar days; or

(b) 15 Working Days.

The Contractor has taken all reasonable steps to preclude the occurrence of the cause and minimise the consequences of the delay

11.8 In order to preclude the occurrence of the cause and minimise the consequences of delay, the Contractor took the following steps:

(a) On 8 February 2025, proactively issuing RFI-241 to resolve technical matters;

(b) On 22 March 2025, warning the Administrator and the Principal of a possible delay to Practical Completion [815-J019-0199]; and

(c) Undertaking a geotechnical temporary works design to overcome the ambiguities and/or Latent Condition.

11.9 Therefore, the Contractor has taken all reasonable steps to preclude the occurrence of the cause and minimise the consequences of delay and has always worked on a best-for-Project basis.

12. Fifth Delay – The Contractor incurred delay to TP0 – TP2 Gantry Steel due to union blockades & Sixth Delay – The Contractor incurred delay to P1 Pilecap due to a union blockade

12.1 During the completion of the Works, various representatives and associates of the Construction, Forestry and Maritime Employees Union (**CFMEU**) delayed, disrupted and interfered with the Work Under the Contract.

12.2 Namely:

(a) with respect to the Fifth Delay:

i. CFMEU's actions prevented the Contractor from delivering materials required for its temporary gantry steelwork to the Site; and

ii. consequently, the commencement of installation of this steelwork, was delayed from 27 February 2024 until 23 April 2024; and

iii. CFMEU's actions also necessitated the closure of the Site on 29 April 2025.

(b) with respect to the Sixth Delay:

i. CFMEU's actions delayed the delivery of concrete for the Contractor's Pier 1 Pilecap (**P1 Pilecap**); and

ii. consequently, the Contractor's completion of the Pier 1 Pilecap, was delayed from 14 May 2024 until 14 June 2024.

12.3 For further details, the Contractor refers to its separate Claim titled 'T-151 Trade Union Disruption' (815-J019-0219), dated 17 May 2024, which described that, due to the union blockades, the Contractor has been delayed in reaching Practical Completion and that these delays were caused by:

(a) a change in Legislative Requirement (i.e. clause 35.5(d)(ii)(f));

(b) a Latent Condition (i.e. clause 35.5(d)(ii)(c));

(c) a variation under Clause 40 (i.e. clause 35.5(d)(ii)(d)); and/or

(d) the Principal, the Administrator, the Principal's employees, consultants, other Contractors or agents (i.e. clause 35.5(d)(ii)(a))

12.4 On 15 August 2024, the Administrator, in response to the Contractor's separate Claim titled 'T-151 Trade Union Disruption', awarded the Contractor:

(a) an extension of time to Practical Completion of 37 Working Days, comprising:

i. 17 Working Days for the delay to delivering temporary gantry steelwork;

ii. 1 Working Day for the delay due to CFMEU disruptive actions on 29 April 2024; and

iii. 19 Working Days for the delay to the Contractor's completion of the Pier 1 Pilecap; and

(b) Delay costs under Clause 36.

12.5 In the course of analysing delays to the Contractor and the Project, TBH examined the events of the Fifth and Sixth Delays. TBH's detailed findings are set out in the TBH Report, however, in summary:

(a) with respect to the Fifth Delay (i.e. the delay to TP0-TP2 Gantry Steel), TBH found that:

i. Steel delivery became critical from 5 April 2024.

ii. Due to the union delay in steel delivery, the "delivery, sort & assemble" steel for TP0 to TP2 can only be started from 23 April 2024; ; and

iii. This delayed the critical milestone "Gantry Access to P2" by of 19 calendar days; and

iv. This period of delay aligns with the 17 working days EOT awarded by the Contract Administrator.

v. The Administrator also agreed 1 works days extension of time due to the union stopping site works on 29 April 2024 under EOT 16

(b) with respect to the Sixth Delay (i.e. the delay to the P1 Pilecap), TBH found that:

i. P1 Pile Cap became critical on 15 May 2024;

ii. The delay caused by the union action was that concrete pour ceased on 15 May 2024 and the concrete pour completed on 4 June 2024.

iii. This period of delay aligns with the 19working days EOT awarded by the Contract Administrator.

12.6 The Contractor therefore maintains its entitlement to the awarded amounts of time and delay cost, which is further supported by TBH's detailed findings and commentary.

13. Seventh Delay – The Contractor incurred delay to TP2-7 Gantry Steel due to P1 pilecap waterproofing

13.1 As identified in the Sixth Delay above, the blockade at the Contractor's Gate 1 prevented the Contractor's delivery of concrete to the P1 Pilecap. This caused the forming of a 'cold joint' at around the midpoint of the Pier 1 pile cap, because only half the required concrete for the P1 Pilecap could be poured at a time.

13.2 On 23 May 2024 the Administrator directed the Contractor to (among other things) effect treatment to the external face of the cold joint.

13.3 Following collaboration between the parties regarding the treatment and procedure:

(a) on 30 May 2024 the Principal, its designer and Administrator directed the Contractor to waterproof the entire Pilecap; and

(b) on 28 June 2024, following the Administrator's acceptance of the Contractor's waterproofing instruction procedure on 25 June 2024, the Contractor installed 3 coats of waterproofing to the exposed vertical faces of the P1 Pilecap.

13.4 For further details, the Contract refers to its separate claim titled '815-J019-0274 T-151 - Contractor's Extension of Time Claim Under Clause 35.5 - Union Disruption to P1 Pilecap', dated 21 August 2024.

13.5 Between August and October 2024, the parties discussed the Contractor's Claim but could not agree regarding the amount of the Contractor's entitlement.

13.6 On 3 October 2024, the Administrator made a without prejudice offer to settle the Contractor's Claim of:

(a) A 14 Working Day extension of time to Practical Completion;

(b) The application of delay costs under Clause 36 at a rate of $92,000 per Working Day; and

(c) A separate payment of $420,000.00 toward the Maeve Anne barge.

13.7 The Contractor acknowledges and appreciates the Administrator's offer. However, with reference to TBH's detailed findings of the impact on the Project, the Contractor considers the delay to Practical Completion is greater than 14 Working Days.

13.8 The Contractor therefore claims this delay in this letter.

The Contractor has been delayed in reaching Practical Completion by the requirement to provide P1 pilecap waterproofing

13.9 Due to P1 pilecap waterproofing, the Contractor has been delayed in reaching Practical Completion.

13.10 To further support the Contractor's claim that it has been delayed in reaching Practical Completion, the Contractor has instructed TBH to analyse the delay incurred. TBH's detailed findings are set out in the TBH Report, however, in summary, TBH found that:[4]

(a) The Pier 1 Pile cap was the critical path;

(b) On 12 June the stripping of formwork to P1 was completed;

(c) The waterproofing process then took from 13 June 2024 until 1 July when the waterproofing had cured; and

(d) On 2 July 2024 the Works of backfilling commenced and the delay had ceased.

13.11 Therefore, the Contractor has been delayed in reaching Practical Completion.

[4] See TBH Report critical path Section paragraphs 155 and 156, and delay assessment paragraph 678.

The delay is by a cause described in clause 35.5(d) of the Contract

13.12 As set out in the factual background above, the delay was caused by the Principal/Administrator's direction to waterproof the entire P1 pilecap.

13.13 In its provision of waterproofing for the entire P1 pilecap, the Contractor:

(a) has been required to comply with a change in Legislative Requirement;

(b) performed a variation; and/or

(c) remedied a Latent Condition.

13.14 Therefore, the Contractor submits the delay are causes described in clause 35.5(d) of the Contract in circumstances where the delay was caused by:

(a) the Principal, the Administrator, the Principal's employees, consultants, other Contractors or agents (i.e. clause 35.5(d)(ii)(a)) – being the Principal/Administrator's direction to waterproof the P1 Pilecap;

(b) a Latent Condition (i.e. clause 35.5(d)(ii)(c));

(c) a variation under Clause 40 (i.e. clause 35.5(d)(ii)(d)); and/or

(d) a change in Legislative Requirement (i.e. clause 35.5(d)(ii)(f)).

13.15 The number of days' extension of time claimed for the delay is:

(a) 19 calendar days; or

(b) 15 Working Days.

The Contractor has taken all reasonable steps to preclude the occurrence of the cause and minimise the consequences of the delay

13.16 In order to preclude the occurrence of the cause and minimise the consequences of delay, the Contractor took the following steps:

(a) took all reasonable steps in promoting industrial harmony on the Project;

(b) attempted to eliminate and/or minimise the CFMEU's unlawful access to the Site; and

(c) worked proactively and collaboratively with the Administrator and the Principal in respect of the treatment and procedure for the cold joint in the P1 Pilecap.

13.17 Therefore, the Contractor has taken all reasonable steps to preclude the occurrence of the cause and minimise the consequences of delay.

14. Eighth Delay – The Contractor incurred delay to TP2-7 Gantry Steel due to ATP installation

14.1 As part of the Works, the Principal's Designs required the Contractor to:

(a) demolish the superstructure of the existing Centenary Bridge; and

(b) maintain the Active Transport Path on the existing Centenary Bridge during demolition.

14.2 In performing the Contract, the Contractor has found that the above two requirements are not compatible.

14.3 That is, it is not possible for the Contractor to both:

(a) carry out demolition of the existing Centenary Bridge; and

(b) ensure the safety of pedestrians, cyclists and other users of the proximate Active Transport Path during demolition.

14.4 As such, to ensure the Work Under the Contract can progress safely, the Contractor has provided an alternative Active Transport Path.

14.5 The alternative Active Transport Path is connected to the Contractor's temporary gantry system, and separates pedestrians, cyclists and other users of the Active Transport Path from the Works, including during demolition activities. The alternative Active Transport Path therefore facilitates both the progression of the Works **and** the safety of users.

14.6 For further details, the Contract refers to its separate claim titled 'Provision of Alternative Active Transport Path on Contractor's Gantry Steelwork', [815-J019-0333].

15. The Contractor has been delayed in reaching Practical Completion by the requirement to provide an alternative Active Transport Path

15.1 Due to provision of an alternative Active Transport Path, the Contractor has been delayed in reaching Practical Completion.

15.2 To calculate the impact this Claim, the Contractor engaged:

(a) FSA Consulting Engineers (**FSA**) to assess the characteristics of its temporary gantry structure had it only provided for construction access along both its primary beams (i.e. replicate the arrangement of the 'median' beam on the 'upstream' and 'downstream' beams);

(b) Tracey Brunstrom & Hammond Pty Ltd (**TBH**) to determine the extent to which the construction of the Contractor's temporary gantry system is critical to the achievement of Practical Completion;

(c) Mersa, a cost advisory firm, to determine (based on FSA's advice and the Contractor's records) the additional time in carrying out activities in respect of the temporary gantry structure which lay on the critical path to Practical Completion to the time would have been spent had the temporary gantry structure only provided for construction access along both its primary beams.

15.3 FSA's advice (**attached** technical note) is summarised below:

Detail	With ATP	Without ATP
Gantry US/DS Beam	2270kg/m	1750kg/m
Gantry Median Beam	1950kg/m	1750kg/m
Pedestal to Top Plate Connection	12CFW	6-8CFW
Pile to Top Plate Connection	FSBW	8CFW
Marine Pile Liner Thickness	No change (vessel impact governs)	No change (vessel impact governs)
Land-based Pile Liner Thickness	16mm	12mm
Bolted Connections	Negligible change	Negligible change

15.4 TBH's advice (**attached**) is that the construction of the temporary gantry system between the Contractor's temporary piles TP2 and TP7 was critical to the achievement of Practical Completion.

15.5 Mersa's advice (**attached**) is that the additional critical path time of the Contractor providing the alternative Active Transport Path was **18 Working Days**.

15.6 Therefore, the Contractor has been delayed in reaching Practical Completion.

The delay is by a cause described in clause 35.5(d) of the Contract

15.7 As set out in the factual background above, the delay was caused by the Contractor's installation of an alternative Active Transport Path attached to its temporary gantry system.

15.8 With reference to the Contractor's letter (ref: 815-J019-0333), in its provision of the alternative Active Transport Path the Contractor has:

(a) been required to comply with a change in Legislative Requirement;

(b) performed a variation;

(c) pre-emptively reduced costs which may have incurred were the Contractor to encounter a Latent Condition in demolishing the existing Centenary Bridge (e.g. asbestos containing materials); and/or

(d) overcome ambiguities or discrepancies in the Principal's Designs.

15.9 Therefore, the Contractor submits the delay are causes described in clause 35.5(d) of the Contract in circumstances where the delay was caused by:

(a) the Principal, the Administrator, the Principal's employees, consultants, other Contractors or agents (i.e. clause 35.5(d)(ii)(a)) – in circumstances where the alternative Active Transport Path was, fundamentally, required due to the Principal's Designs;

(b) a variation under Clause 40 (i.e. clause 35.5(d)(ii)(d)); and/or

(c) a change in Legislative Requirement (i.e. clause 35.5(d)(ii)(f)).

15.10 The number of days' extension of time claimed for the delay is **18 Working Days**.

15.11 The Contractor notes that the 'reconfiguration' of the temporary gantry steelwork is a critical path activity in accordance with the Current Program. The Contractor reserves its right to claim an extension of time for the additional time attributable to the alternative Active Transport Path should this still be the case upon commencement of these activities.

The Contractor has taken all reasonable steps to preclude the occurrence of the cause and minimise the consequences of the delay

15.12 The Principal's Designs did not, but should have, adequately contemplate the effect it had upon the constraints in movement of the plant and equipment required to undertake the Works, nor on the public's movement and safety.

15.13 The Contractor could not, and was not obliged to, reasonably consider this at tender and relied upon the Principal's Designs.

15.14 In order to preclude the occurrence of the cause and minimise the consequences of delay, the Contractor took the steps including:

(a) Mitigated major and likely intolerable disruption to the community in traversing over the river, which cannot be prevented if the had the Contractor implemented the staging set out in the Principal's Designs ;

(b) Designed and procured the alternative Active Transport Path well in advance of the relevant Works;

(c) Installed the Works as efficiently as possible, whilst overcoming other issues which were beyond the Contractor's reasonable control, but which impacted these Works; and

(d) Erected the alternative Active Transport Path in Stage 1 of the Project such that it was prepared and tested for pedestrian use later in the Project.

15.15 Further, the Contractor posits that the alternative Active Transport Path will eliminate substantial delay and disruption to the Work Under the Contract which would have been experienced had the Contractor implemented the staging set out in the Principal's Designs. This is because the Work Under the Contract, primarily the Works to the existing Centenary Bridge, does not need to be frequently halted to permit the passage of cyclists and pedestrians along the alternative Active Transport Path.

15.16 Therefore, the Contractor has taken all reasonable steps to preclude the occurrence of the cause and minimise the consequences of delay.

C. THE CONTRACTOR IS ENTITLED TO DELAY COSTS

16. The Contractor's Delay Costs Claim

16.1 In addition to its entitlement to extensions of time for Practical Completion, the Contractor claims its entitlement to its delay costs.

16.2 Relevantly:

(a) clause 36 of the Contract states:

"Where the Contractor has been granted an extension of time under Clause 35.5 for any delay caused by any of the events referred to in Clause 35.5(d)(ii)(a), the Principal shall pay to the Contractor such extra costs as are necessarily incurred by the Contractor by reason of the delay. The amount payable (if any) shall include the percentage margin for onsite and/or offsite overheads stated in Item 40A, as the case may be but shall not include profit or loss of profit."

(b) Clause 35.5(d)(ii)(a) includes delays caused by the Principal, the Administrator and/or the Principal's employees, consultants, other Contractors or agents.

16.3 Below, the Contractor sets out its entitlement to delay costs for each applicable delay discussed above.

16.4 The Contractor will describe the quantum of its delay costs for each applicable delay in separate correspondence, which will comprise:

(a) its extra costs as are necessarily incurred by the Contractor by reason of the delay; and

(b) the percentage margin for onsite and/or offsite overheads stated in Item 40A.

First Delay – The Contractor incurred delay to commencing Sewer RM189

16.5 As set out above, the Contractor incurred delay to commencing Sewer RM189 due to a direction issued by the Principal/Administrator to perform variation works.

16.6 In these circumstances, the Contractor considers that it:

(a) was delayed by *"an event referred to in clause 35.5(d)(ii)(a)"*, being a delay caused by the Principal, the Administrator, the Principal's employees, consultants, other Contractors or agents; and so

(b) is entitled to delay costs under clause 36.

Second Delay – The Contractor incurred delay to completing Sewer RM189

16.7 As set out above, the Contractor incurred delay to completing Sewer RM189 due to:

(a) a direction issued by the Administrator to implement the IFC Drawings being *"an event referred to in clause 35.5(d)(ii)(a)"* - a delay caused by the Principal, the Administrator, the Principal's employees, consultants, other Contractors or agents ; and

(b) a Latent Condition.

16.8 In these circumstances, the Contractor considers that it is entitled to delay costs under:

(a) clause 36, because it was delayed by *"an event referred to in clause 35.5(d)(ii)(a)"*, being a delay caused by the Principal, the Administrator, the Principal's employees, consultants, other Contractors or agents; and

(b) clause 12.3, which entitles the Contractor to additional costs incurred by reason of a Latent Condition. The Contractor suffered delay and therefore incurred delay costs due to a Latent Condition and so is entitled to delay costs under Clause 12.3.

Third Delay – The Contractor incurred delay to completing AbutA Earthworks (enabling CMCs) due to sheet piles

16.9 As set out above, the Contractor was required to design and construct a sheet pile wall design to eliminate safety risks that arose due to the Principal's design failing to comply with the WHS Act and SD COP. The Contractor's provision of the sheet pile wall delayed its completion of the Abutment A earthworks (enabling CMCs).

16.10 In these circumstances, the Contractor considers that it:

(a) was delayed by *"an event referred to in clause 35.5(d)(ii)(a)"*, being a delay caused by the Principal, the Administrator, the Principal's employees, consultants, other Contractors or agents; and so

(b) is entitled to delay costs under clause 36.

Fourth Delay – The Contractor incurred delay to completing CMCs due to Abutment A slope stabilisation

16.11 As set out above, the Contractor incurred delay to completing CMCs due to its provision of Abutment A slope stabilisation, which was caused by

(a) A Latent Condition; and/or

(b) An ambiguity or discrepancy in the documents making up the Contract.

16.12 In these circumstances, the Contractor considers that it is entitled to delay costs under:

(a) clause 36, because it was delayed by *"an event referred to in clause 35.5(d)(ii)(a)"*, being a delay caused by the Principal, the Administrator, the Principal's employees, consultants, other Contractors or agents;

(b) clause 8.2(b), which entitles the Contractor to additional costs caused by an Administrator direction to resolve an ambiguity or discrepancy. The Contractor suffered delay and therefore incurred delay costs due to an ambiguity or discrepancy and so is entitled to delay costs under clause 8.2(b); and/or.

(c) clause 12.3, which entitles the Contractor to additional costs incurred by reason of a Latent Condition. The Contractor suffered delay and therefore incurred delay costs due to a Latent Condition and so is entitled to delay costs under Clause 12.3.

Fifth and Sixth Delays – The Contractor incurred delay to T0 – TP2 Gantry Steel and to the P1 Pilecap due to union blockade

16.13 As set out above, the parties have agreed that the Contractor is entitled to delay costs for the Fifth and Sixth Delays.

Seventh Delay – The Contractor incurred delay to TP2-7 Gantry Steel due to P1 pilecap waterproofing

16.14 As set out above, the Contractor incurred delay to TP2-7 Gantry Steel due to P1 pilecap waterproofing.

16.15 The Contractor's provision of P1 pilecap waterproofing was necessitated by:

(a) the CFMEU's unlawful and disruptive actions, being caused by:

i. a change in Legislative Requirement; and/or

ii. a Latent Condition; and/or

(b) the Principal/Administrator's direction to perform variation works.

16.16 In these circumstances, the Contractor considers that it is entitled to delay costs under:

(a) clause 36, because it was delayed by *"an event referred to in clause 35.5(d)(ii)(a)"*, being a delay caused by the Principal, the Administrator, the Principal's employees, consultants, other Contractors or agents;

(b) clause 14.2, which entitles the Contractor to additional costs incurred by reason of a change in a Legislative Requirement. The Contractor suffered delay and therefore incurred delay costs due to a change in a Legislative Requirement and so is entitled to delay costs under Clause 14.2; and/or

(c) clause 12.3, which entitles the Contractor to additional costs incurred by reason of a Latent Condition. The Contractor suffered delay and therefore incurred delay costs due to a Latent Condition and so is entitled to delay costs under Clause 12.3.

Eighth Delay – The Contractor incurred delay to TP2-7 Gantry Steel due to ATP installation

16.17 As set out above and established in its letter 815-J019-0333, the Contractor:

(a) incurred delay to TP2-7 Gantry Steel due to its provision of an alternative Active Transport Path;

(b) entitled to recover the following for the provision of the alternative Active Transport Path:

i. its costs of performing a variation, under clause 40;

ii. its costs due to a Legislative Requirement, under clause 14.2; and

iii. its costs that arose from an ambiguity or discrepancy in the Principal's Designs, under clause 8.2.

16.18 In these circumstances, the Contractor considers that it is entitled to delay costs under:

(a) clause 36, because it was delayed by *"an event referred to in clause 35.5(d)(ii)(a)"*, being a delay caused by the Principal, the Administrator, the Principal's employees, consultants, other Contractors or agents;

(b) clause 14.2, which entitles the Contractor to additional costs incurred by reason of a change in a Legislative Requirement. The Contractor suffered delay and therefore incurred delay costs due to a change in a Legislative Requirement and so is entitled to delay costs under Clause 14.2; and/or

(c) clause 8.2(b), which entitles the Contractor to additional costs caused by an Administrator direction to resolve an ambiguity or discrepancy. The Contractor suffered delay and therefore incurred delay costs due to an ambiguity or discrepancy and so is entitled to delay costs under clause 8.2(b).

D. OTHER MATTERS

17. Non-critical delays

17.1 The TBH Report identifies occasions on which the Contractor suffered non-critical delays.

17.2 Some of these non-critical delays relate to separate Claims made by the Contractor and for which agreement has been reached with the Administrator.

17.3 The Contractor reserves its right to make time and/or cost Claims for non-critical delays identified by the TBH Report.

18. Disruption

18.1 The TBH Report describes many delays for which the Contractor is (under this correspondence) claiming extensions of time and delay costs.

18.2 The delays to Practical Completion are likely to have had a disruptive effect on the Work Under the Contract, including:

(a) The delays to commencing and completing the temporary gantry steelwork and commissioning the temporary gantry cranes;

(b) The impact upon the efficiency of the concrete structure activities, caused by constrained access and limited availability of cranage;

(c) The delay and disruption to the construction of the proposed Northbound Bridge impacted the Contractor's fabrication of precast girders, because the progression of the Northbound Bridge Works permits girder fabrication, due in part to storage constraints at the Site; and

(d) The delays and disruption described above have a consequential delaying and disruptive effect on the civil Works which rely on the completion of the Northbound Bridge.

18.3 The Contractor reserves its right to make time and/or cost Claims for the disruptive effects of the critical path delays suffered, which are excluded from both the delay and mitigation cost components of this claim.

19. Storage Costs

19.1 The parties have discussed costs incurred by the Contractor in:

(a) storing gantry crane components; and

(b) storing temporary gantry steelwork materials;

due specifically to the Fifth and Sixth Delays.

19.2 The details of this Claim, including the TBH Report and FSA's and Mersa's advice, plainly describe many other significant delays to the installation of the temporary gantry steelwork, including the commencement thereof.

19.3 The Contractor restates its entitlement to the aforementioned claimed costs and asks the Administrator to review its preliminary assessments in light of the information presented in this Claim.

20. Mitigation costs

The Contractor is entitled to its costs in mitigating delays

20.1 As identified within each claim in **Section B** of this letter, the Contractor has taken all reasonable steps to preclude the occurrence of the cause and minimise the consequences of each delay.

20.2 In this regard, the Contractor appreciates there is an obligation to mitigate delay. The Contractor has complied with this obligation.

20.3 However, the steps taken by the Contractor to preclude the occurrence of the causes and minimise the consequences of each delay go above and beyond this basic contractual requirement.

20.4 That is, the contractual requirement does not oblige the Contractor to incur costs (significant or otherwise) to minimise the consequences of each delay. Notwithstanding, in undertaking these reasonable steps, the Contractor has incurred significant costs.

20.5 In these circumstances, the Contractor is entitled to recover these costs as extra costs that were necessarily incurred by the Contractor by reason of the delay pursuant to clause 36.1.

20.6 In the alternative, if the Contractor had not incurred significant costs in mitigating the delays, the Contractor's claim for extensions of time would be far greater.

20.7 Furthermore, although these mitigation measures have ultimately saved the Project time and costs, the measures taken have reduced the Contractor's efficiency and productivity.

The Contractor employed mitigation measures and without these measures the delays would have been far greater

20.8 As described in the TBH Report and summarised above, the Contractor incurred significant critical path delay preventing the timely erection of the gantry steel.

20.9 To mitigate the impact of the significant delays which had been suffered prior to and were ongoing during the erection of the temporary gantry steelwork, the Contractor mobilised additional marine plant to commence the pier blade walls out of sequence.

20.10 The TBH Report finds that:

(a) The planned construction methodology was to construct the pier blade walls using the gantry (refer TBH Report paragraph 180);

(b) The erection of temporary gantry steelwork to be the critical path of the project (refer TBH Report paragraph 155);

(c) At the end of Window 4:

i. the gantry steel had been delayed due to unlawful CFMEU actions and other delays resulting in the Gantry steel TP07, and

ii. the gantry crane commissioning was forecast to be complete by 17 August 2024;

iii. after this, the Blade wall Works would commence on 19 August 2024 (refer TBH Report paragraphs 648 and 718);

(d) The temporary gantry steelwork was completed to TP7 on 14 November 2024 (refer TBH Report paragraph 845), which had been further delayed by the Seventh and Eighth Delays;

(e) The Contractor mobilised the Maeve Anne barge and associated support equipment to Site to bring forward the commencement of the Pier 2 Blade Wall to 16 July 2024 (refer TBH Report paragraph 718);

20.11 Therefore, the mobilisation of the Maeve Anne mitigated the impact of the delays by approximately four months, being the period between:

(a) 16 July 2024, when the Contractor actually commenced Pier 2 Blade Wall; and

(b) 14 November 2024, when the Contractor was forecast to commence Pier 2 Blade Wall.

20.12 At the established and agreed delay rate of around $92,000 per Working Day, this represents a delay cost saving of approximately $8,000,000.

The Contractor's costs of employing mitigation measures

20.13 The Contractor has incurred, and claims for the reasons described above, **$1,906,888** in mitigation costs comprising:

(a) $1,297,909 in costs of mobilising, hiring and demobilising the Maeve Anne barge, crane and associated labour and equipment;

(b) $608,979 of applied overhead and profit in accordance with Schedule M7A.

20.14 The Contractor **attaches** a breakdown of these costs and substantiation thereof.

21. Prescribed Notice Under Clause 46.1

21.1 To the extent necessary, the Contract confirms this document constitutes a prescribed notice under clause 46.1.

Circumstances on which the Contractor's Claim is based

21.2 The Contractor relies on the **Section B** above in respect of the circumstances on which its Claim is based.

Provision of the Contract upon which the Contractor's Claim is based

21.3 The Contractor relies on **Section B** and **Section C** above in respect of the provisions of the Contract on which its Claim is based.

Quantum of the Contractor's Claim

21.4 As alluded to in **Section C**, the Contractor anticipates issuing a separate claim which will set out its likely quantum of its costs.

22. Reservation of Rights

22.1 The Contractor reserves all rights including its right to update this notice as further details become available and to claim its time and costs in respect of the matters raised under this notice.

22.2 Should you have any queries regarding this Notice please do not hesitate to contact the undersigned, or the Contractor's Commercial Engineer, Mr Rex Clarke.

Yours faithfully
GEORGIOU BMD JOINT VENTURE

[redacted]

Mr James Smith
Contractor's Project Director

7 January 2026

Letter Ref: 815-J019-0431
GBJV Ref: T-286

Peter Konecny
Administrator
Level 6, 480 St Pauls Tce
Fortitude Valley Q 4006

Delivered by email to: [redacted]

Dear Sir,

PROJECT:	**CENTENARY MOTORWAY JINDALEE - Centenary Bridge Upgrade - Stage 2 ("Project")**
CONTRACT NO.:	**CN-13712**
CONTRACT:	**Transport Infrastructure Contract - August 2022 (CBUP Special Edition) ("Contract")**
PRINCIPAL:	**The State of Queensland acting through the Department of Transport and Main Roads ("Principal")**
ADMINISTRATOR:	**Peter Konecny (SMEC) ("Administrator")**
CONTRACTOR:	**B.M.D. CONSTRUCTIONS PTY. LIMITED & GEORGIOU GROUP PTY LTD - ABN 20 185 567 437 ("Contractor")**
SUBJECT:	**Contractor's Consolidated Delay Claim - the Contractor's Response to the Administrator's Review of 23 September 2025**

A. EXECUTIVE SUMMARY

0.1 On 9 May 2025, the Contractor made a Claim [ref: T-286 815-J019-0360], entitled 'The Contractor's Consolidated Delay Claim (Commencement to December 2024)', for:

(a) extensions of time for Practical Completion (**EOTs**), under clause 35.5 of the Contract, totalling **109 Working Days** additional to extensions already awarded by the Administrator; and

(b) its extra costs as are necessarily incurred by reason of the delays, under clause 36 of the Contract, including mitigation costs in the amount of **$1,906,888** and delay and storage costs.

0.2 On 2 July 2025, the Administrator responded to the Contractor's Claim, awarding 15 Working Days' EOT, and associated delay costs and $480,000 in mitigation costs.

0.3 On 30 July 2025, the Contractor replied to the Administrator's response to its Claim. The Contractor did not agree with the Administrator's assessment of its Claim because, in summary:

(a) The Administrator does not refer to the TBH Report, which substantiates the criticality of the claimed delay events, in its assessment; and

(b) The Contractor maintains its entitlement to the claimed delay events.

0.4 In August and September 2025, the parties met to discuss the Claim.

0.5 On 23 September 2025, the Administrator sent its review of the Claim, which assessed/conveyed:

(a) an EOT of 12 Working Days, plus delay costs, against the remaining EOT Claim of 94 Working Days; and

(b) the Principal's offer to pay the Contractor's actual costs incurred due to unlawful trade union activity.

0.6 The Contractor sets out below in respect of its Claim:

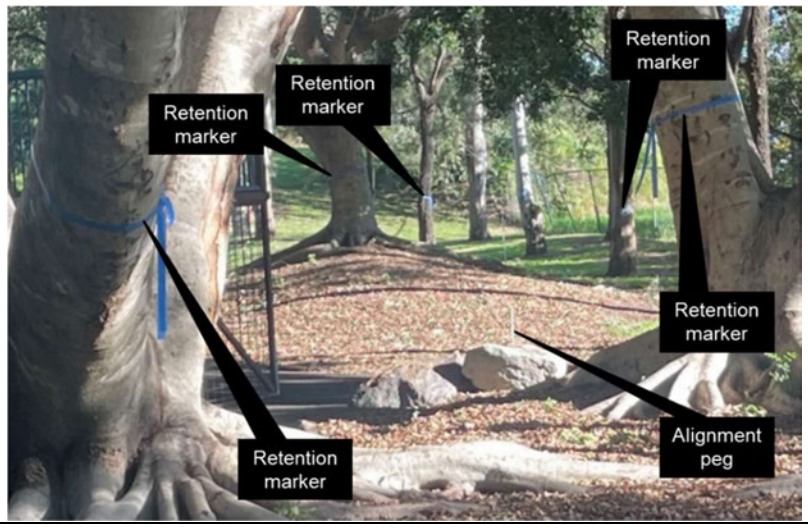
(a) its response to the Administrator's review and Principal's offer;

(b) further submission regarding benefits, including betterment, accrued by the Principal and the public.

B. CONTRACTOR'S RESPONSES TO ADMINISTRATOR'S UPDATED COMMENTS OF 23 SEPTEMBER 2025

1. Delay No.1 (to commencing Sewer RM189)

1.1 In respect of Delay No.1, the Administrator did not agree that the Contractor was entitled to an extension of time for the reasons listed below, against which the Contractor sets out its responses:

Administrator's comments	Contractor's response
No notification of delay within 10 business days, or EoT claim within 20 days of cause. Time barred. Cl35.5(c) & (h).	The Contractor acknowledges that its EOT Claim was made later than required by the Contract. However, the Contractor confirms that on 6 July 2025, it provided a relevant Notice of Possible Delay under Clause 35.5 [ref 815-J019-0038].
Contractor has advised at the time (email 18/07/23) "GBJV have resequenced to ensure specialist subcontractor availability so as not to delay the Work and extend Completion". Cannot change this now (if it had been known that there might be a delay, the launch pit could have been shifted)	The Contractor made this statement with the knowledge available to it at the time: had the micro-tunnelling Subcontractor not been mobilised at the time it was, the float of the prevailing Current Program activities would have been consumed and Gravity Sewer Line 3 (**GSL3**) would have delayed the Contractor in achieving Practical Completion. The Contractor acknowledges that had criticality been known at the time, the Administrator may have directed the launch pit relocation. However, consideration should be given to the sensitivity of tree removal in Amazons Park. The Administrator's email on 28 April 2023 directed that trees marked for retention were 'not to be removed'. The photos below describe the launch pit proximity to trees in the park.  
There was a significant Contractor caused delay on the motorway underbore	No effect, because the GSL3 underbore of the motorway occurred after Sewer RM189 motorway crossing.

Administrator's comments	Contractor's response
for CSL3. What effect did this have on the start of RM189?	

2. Delay No.2 (to completing Sewer RM189)

2.1 In respect of Delay No.2, the Administrator:

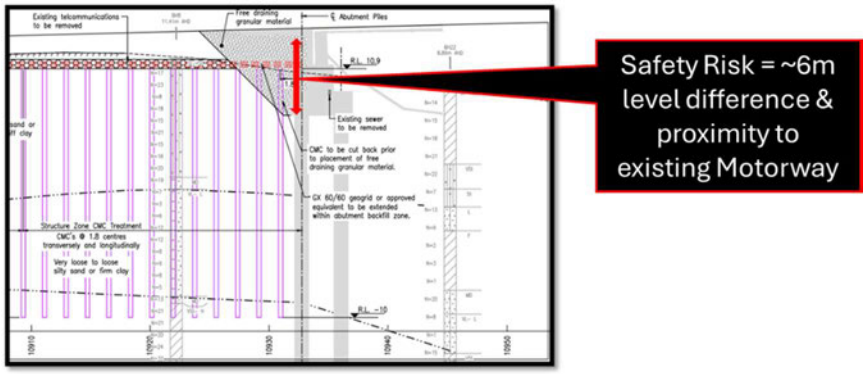
(a) Agreed that the Contractor was entitled to an 8 Working Day EOT for the component of the Claim related to a Latent Condition; but

(b) Did not agree that the Contractor was entitled to an 8 Working Day EOT for the other component of the Claim (related to the change in Sewer RM189 installation method) for the reasons listed below, against which the Contractor sets out its responses:

Administrator's comments	Contractor's response
No EoT claim within 20 days of cause. Time barred. Cl35.5(c) & (h)	The Contractor acknowledges that it did not comply with this Contract provision in this instance. However, the Contractor states that in this instance the Principal was not prejudiced by the timing of the Claim because it did not affect the Principal's ability to mitigate the delay.
change was made and the price was amended before the contract was awarded. There was 12 months before construction commenced which should have been ample time to plan extra works without the need for an EOT, if required (ultimately not shown on critical path)	The TBH Report evidences the fact that RM189 through Amazons Park was critical to achieving Practical Completion The Principal directed a change in construction method of RM189. The change in construction method necessitated additional construction duration, which therefore results in extension of time It is not clear how any 'planning' could overcome the performance of additional scope of work within the critical path

3. Delay No.3 (to Abutment A earthworks due to sheet piles)

3.1 In respect of Delay No.3, the Administrator did not agree that the Contractor was entitled to an extension of time for the reasons listed below, against which the Contractor sets out its responses:

Administrator's comments	Contractor's response
Sheet pile wall may not have been needed if not for the gantry - which was a contractor choice.	The need for the sheet pile wall is driven exclusively by the permanent works design. As shown below, the level difference which gave rise to the sheet pile wall is between existing & permanent structures. 
Refer NTT03 and PSTS-09. The works operations for CFA/CMC piling included: "(c) Provision of, and subsequent removal of any temporary works if required including access track and construction platform"	The provisions of PSTS-09 are acknowledged, but these do not affect nor detract from the Contractor's Claim because: • the Claim relies on the Safe Design of Structures Code of Practice's (**SD COP**) requirement for the Principal's designer to give adequate information (to anyone provided with its design) concerning the conditions necessary to ensure the structure is without risks to health and safety when constructing and consider therein the requisite temporary works and providing such information on drawings;

Administrator's comments	Contractor's response
	• PSTS-09 states temporary works may be required, despite the SD COP requiring designers to provide the conditions necessary to ensure the structure is without risks to health and safety when constructing it; and • PSTS-09's inference is that temporary works may be required to access the CMC piling, but not that temporary works may be required to the adjacent motorway It is not reasonable to state that PSTS-09 adequately identifies what temporary works are necessary - simply that temporary works may be required (which is the case for almost all construction activities). Without the requisite and adequate identification required by the SD COP, the Contractor could not make the necessary time or cost allowances for controlling the risk to safety in constructing Abutment A (i.e. the sheet piles).
There is also a question around the applicability of the Safe Design of Structures COP, which could be argued does not apply to temporary works.	Temporary works (such as excavation shoring) is not excluded from the scope or application of the SD COP. The SD COP's scope states that it applies to PCBUs who: *"design structures that will be used, or could reasonably be expected to be used, as a workplace"* including *"transport infrastructure"*. The Principal's design includes Works atop the CMC pad, so it must be a reasonable expectation that the CMC platform would be used as a workplace. Section 2.4 of the SD COP states that the designer must give adequate information concerning: • *"any conditions necessary to ensure that the structure is without risks to health and safety … when carrying out some activities related to the structure, such as construction, maintenance and demolition"* • And to consider: *"making notes on drawings"* and *"temporary work required to construct the building as designed"* The Contractor therefore affirms that the SD COP does apply: • to temporary works; and • in the manner that the Contractor claims.
First part: GBJV have claimed a 21 working day delay from 7/11/23 to 1/12/23 for design of sheet piles. This design is mainly attributable to the GBJV proposal to install gantry crane system. As this was the Contractor's decision, the design should have been able to be done well in advance of the works, and certainly without the need for EOT. Conclude: no EOT for first part	The need for the sheet pile wall is driven exclusively by the permanent Works design. As explained above and previously, the level difference which gave rise to the sheet pile wall is between existing & permanent structures. Had the SD COP been complied with, the Contractor would have had adequate information to make allowances for the design and installation of the sheet piles in its Tender price and program
Second part: GBJV have claimed EOT from 1/12 to 12/12 for installation of sheet piles (4/12 was an RDO). Our records show that the sheet piles were installed by 11/12, giving 8 days "extra". Some EOT may be allowable on the premise that the full scope of temporary works may not have been known at the time of Tender. On this basis 50% of the claimed 8 days is	The Contractor appreciates the Administrator's offer. However, the Contractor reiterates that its Claim is based on the on the fact that Principal's designer failed to ensure that the Principal's Designs adequately identified the conditions, such as temporary works, necessary to eliminate health and safety risks in the construction of Abutment A, as required by the SD COP. Without such identification, the Contractor was not able to make any of the necessary time or cost allowances for controlling the risk to safety in constructing Abutment A (i.e. the sheet piles).

Administrator's comments	Contractor's response
offered in order to settle this matter (if Time bars are ignored) Additional cost: 4 days @ $55,000 = $220,000	

4. Delay No.4 (to completing CMC LTP due to Abutment A stabilisation)

4.1 In respect of Delay No.4 , the Administrator did not agree that the Contractor was entitled to an extension of time for the reasons listed below, against which the Contractor sets out its responses:

Administrator's comments	Contractor's response
No potential delay notified within 10 days, or EoT claim within 20 days of cause. Time barred. Cl35.5(c) & (h)	The Contractor acknowledges that it did not comply with these Contract provisions in this instance. However, the Contractor states that in this instance the Principal was not prejudiced by the timing of the Claim because it did not affect the Principal's ability to mitigate the delay.
Note that the GBJV claim for soil nails is 15 working days from 8/2 to 26/2/24. While we agree that these works were completed on 26/2, our records showed that RIX established on site on 15/2, therefore the first 6 working days delay is Contractor-caused in establishing their subcontractor.	The Contractor disagrees that the Subcontractor establishment period should be excluded from the assessment because it is relevant to the delaying activity (the soil nail slope stabilisation).
While it is clear now that the slope stabilisation works DID impact the critical path, these were only required because GBJV wanted a steeper batter above the Abutment A piles (& to facilitate gantry rails?)	The Contractor's geotechnical consultant considers that the subject slope stabilisation would have been required at the design slope.
Costs for those works have been paid (V-066 for $109,583) - but it was NEVER envisaged that this would lead to an EOT claim also. Had it been known that GBJV may be looking for EOT (time & costs), the CA would never have agreed to the variation for soil nails.	The Contractor maintains that its original Claim for costs paid under V-066 was and is a valid Claim on the basis of: • A Latent Condition under Clause 12; and/or • An ambiguity or discrepancy in the design under Clause 8.

5. Delay No.8 (due to providing an alternative ATP)

5.1 In respect of Delay No.8, the Administrator did not agree that the Contractor was entitled to an extension of time for the reasons listed below, against which the Contractor sets out its responses:

Administrator's comments	Contractor's response
1. what are the actual pedestrian & cyclist counts? (GBJV advised in their tender (9.3) that counts would be done)	The Contractor cannot locate this Tender commitment but in any case, does not consider its existence or otherwise to affect its Claim.
2. delays to PC are being claimed due to the Contractor's own decision to provide an alternate AT path, approval for which was never sought from the CA/TMR	The Contractor acknowledges that it did not seek approval before implementing the variation. However, in circumstances where: • the Contract contemplates, in respect of the existing Centenary Bridge, both simultaneous demolition and routing of the public thereon (via an ATP); • it is not possible to do both of these things whilst also reasonably avoiding risks to public safety and community perception; • the alternative ATP scheme overcomes these risks and also provides tangible benefits to the Principal; and • the parties largely agree on the quantum of the Claim; On the basis of the value of the works and tangible benefits to the project, public interface and safety management, it is reasonable to

Administrator's comments	Contractor's response
	look past contractual technicalities and consider recompense to the Contractor for the time and cost impacts of the variation.
3. any claimed time delays are time-barred	The Contractor acknowledges that it did not comply with these Contract provisions in this instance.
4.TMR have subsequently offered to pay for actual costs for the ATP with - no overhead or mark up - no costs sunk for work that did not benefit TMR (eg reconfiguration of ATP from US to DS location) - no EOT. GBJV are now preparing additional cost estimate for making the ATP actually work for the eastern side of the bridge. Claim yet to come. Will all be dealt with Under T-222 (I-103)	The Contractor appreciates the Principal's offer, and confirms that it has separately: • Submitted a cost estimate for connecting the gantry steelwork structure to the existing ATP at both ends of the Centenary Bridge; and • Responded to the Administrator's comments regarding the other components of the cost estimate, including regarding the reconfiguration work.

C. CONTRACTOR'S FURTHER SUBMISSION

6. Acknowledgement of the Administrator's and Principal's comments

6.1 The Contractor acknowledges and agrees with comments made by the Administrator and the Principal in response to the Contractor's Claim, that:

(a) Time bars included in the Contract have not always been strictly complied with;

(b) Notices of Possible Delay were not always issued; and

(c) As a result, in some instances the Principal may not have considered mitigation measures that it might have otherwise.

7. The Contractor's Claim

7.1 The Contractor confirms that in submitting its Claim it has:

(a) Used a conventional method of program analysis to retrospectively define the actual Project critical path;

(b) Determined the events residing on this critical path which have delayed the Works; and

(c) Calculated the resulting delays to Practical Completion.

7.2 The Claim is therefore simply an assessment of:

(a) the impacts of events outside of the Contractor's reasonable control;

(b) other costs incurred by the Contractor as a direct result of the delays, or in mitigating further delays;

and as such warrant appropriate time and cost relief under the Contract.

8. Benefits to the Principal and the public

8.1 Besides the Contractor's reasonable and contractual entitlements, the Contractor submits that the delays and costs correspond to tangible benefits, including betterment of the Works, accrued by the Principal and the public.

8.2 The Contractor sets out further details below.

<u>Delay No.s 1 and 2 - Commencement and completion of RM189</u>

8.3 These delays were caused by changing the installation method of two sewer lines in Amazons Park from open trench to trenchless.

8.4 The Principal and the public have accrued tangible benefits from this change, including:

(a) The retention of fig trees and other valued and useful trees within Amazons Park;

(b) Reduction in ground disturbance and rehabilitation Works; and

(c) Minimisation of disruption to public use of Amazons Park during construction.

<u>Delay No.s 3 and 4 - CMCs, Abutment A and the LTP</u>

8.5 These delays were caused by the retention of earth and fill at or around Abutment A.

8.6 The Principal and the public have accrued tangible benefits from these matters, including:

(a) Surety & maintenance of 3.5m traffic lanes during construction of the adjacent Works;

(b) Construction of the Works without disruptive temporary traffic management such as lane closures;

(c) Maintenance of a full width Active Transport Path during construction of the adjacent Works; and

(d) Reduction of the permanent backfill of Abutment A.

Delay No.8 - Delay to temporary gantry steelwork (between TP2 and TP7)

8.7 This delay was caused by the provision of an alternative Active Transport Path during the demolition of the Southbound Bridge.

8.8 The Principal and the public have accrued tangible benefits from this change, because the alternative Active Transport Path:

(a) provides spatial separation from the demolition, remediation and construction of the new superstructure Works to the proposed Southbound Bridge;

(b) provides an Active Transport Path on a separate and isolated newly built structure to that being partially demolished;

(c) virtually eliminates any lifting over the Active Transport Path, and therefore effectively eliminates the requirement for traffic control for Active Transport Path users during demolition and bridge construction activities;

(d) addresses, and eliminates, to the extent reasonably possible, safety risks such as:

(i) the generation of silica;

(ii) possible exposure to asbestos;

(iii) excessive vibration;

(iv) excessive noise;

(v) the presence of heavy machinery, lifting of materials and other plant movements; and

(vi) uncertain structural stability during demolition;

(e) addresses, and eliminates, to the extent reasonably possible, community perception risks such as:

(i) even if safety hazards are being appropriately managed during demolition, the community, without insight on how effectively these risks are being managed, would still prefer to avoid the possibility of being exposed to inhaling crystalline silica particles; and

(ii) demolition next to the Active Transport Path would require frequent reconfiguration, rerouting & stop-starting of access to the Active Transport Path, with such inconveniences caused to pedestrians and cyclists potentially engendering negative community perception of the Project (noting the prominence of politically active community groups such as the BUGS).

Mitigation costs - deployment of the Maeve Anne barge

8.9 To mitigate the impact of the significant delays described by its Claim, the Contractor mobilised additional marine plant (the Maeve Anne barge and accompanying crane) to commence blade walls out of sequence.

8.10 The TBH Report found that had the Contractor waited for the sufficient completion of the temporary gantry steelwork, it would not have commenced the critical Pier 2 Blade Wall until at least 14 November 2024.

8.11 However, by mobilising the Maeve Anne barge, the Contractor:

(a) actually commenced Pier 2 Blade Wall on 16 July 2024;

(b) reduced delay by approximately four months; and

(c) mitigated more than $6,000,000 in delay costs.

Storage costs

8.12 As a result of the significant delays described by its Claim, the Contractor stored the following components of its gantry system off-Site:

(a) Steelwork; and

(b) Gantry cranes.

8.13 The Principal accrued benefits from the storage, including:

(a) Mitigation of further potential delays (in shipping), had the steelwork been held at the fabrication yard;

(b) Had the Contractor attempted to store these components on Site, mitigation of potential:

(i) delay and disruption costs in moving around as required to facilitate the Works;

(ii) delays and costs in restoring and commissioning the components; and

(iii) clearing and preparation for additional hardstands.

D. CLOSING

9. The Contractor maintains its Claim

9.1 The Contractor summarises below the claimed and assessed quantum:

				CLAIM			ASSESSED / OFFERED	
	Delay No.	Delay to:	Due to:	EOT (Working Days)	Approx. Rate	Approx. Amount	EOT (Working Days)	Approx. Amount
EOTs & DELAY COSTS	1	Commencing Sewer RM189	Clash with Gravity Sewer L3 launch pit introduced by underbore variation	16	$ 55,000	$ 880,000	-	$ -
	2a	Completing Sewer RM189	Duration increase caused by NTT54 change from open trench to HDD of RM189 in Amazons Pk	8	$ 55,000	$ 440,000	-	$ -
	2b	Completing Sewer RM189	Latent Condition - clash between existing and proposed sewer rising mains	8	$ 55,000	$ 440,000	8	$ 440,000
	3	Completing AbutA Earthworks / commencing	Failure in design to provide information adequate to eliminate safety risk - sheet piles	29	$ 55,000	$ 1,595,000	4	$ 220,000
	4	Completing CMCs	Design discrepancy / Latent Condition - geotech conditions at AbutA requiring soil nails	15	$ 55,000	$ 825,000	-	$ -
	8	TP2-7 Gantry Steel	Contractor's provision of ATP on gantry steelwork	18	$ 92,189	$ 1,659,402	-	$ -
			Subtotal	**94**		**$ 5,839,402**	**12**	**$ 660,000**
OTHER COSTS		**Description**	**Comment**	**Direct Costs**	**OH&P**	**Total**		**Total**
		Mitigation costs (deployment of Maeve Anne	$480,000 paid on account; verbal offer of costs	$ 1,297,305	$ 608,695	$ 1,906,000		$ 1,297,305
		Storage costs (gantry steelwork & gantry cranes)	$100,000 paid on account; verbal offer of costs	$ 796,000	$ 373,483	$ 1,169,483		$ 796,000
			Subtotal			**$ 3,075,483**		**$ 2,093,305**
			TOTAL			**$ 8,914,885**		**$ 2,753,305**

9.2 Acknowledging the amounts assessed and/or offered by the Administrator and the Principal, the Contractor maintains its nett Claims for:

(a) extensions of time for Practical Completion, under clause 35.5 of the Contract, totalling **94 Working Days** additional to extensions already awarded by the Administrator; and

(b) its extra costs as are necessarily incurred by reason of the delays, under clause 36 of the Contract, including delay, mitigation and storage costs.

10. Reservation of Rights

10.1 The Contractor reserves all rights including its right to update this notice as further details become available and to claim its time and costs in respect of the matters raised under this notice.

10.2 Should you have any queries regarding this Notice please do not hesitate to contact the undersigned, or the Contractor's Commercial Engineer, Mr Rex Clarke.

Yours faithfully
GEORGIOU BMD JOINT VENTURE

[redacted]

Mr James Smith
Contractor's Project Director

Member of the Surbana Jurong Group

SMEC Ref: 30033891.6.03.16\081
GBJV Ref: 815-J019-0260\T-151

15 August 2024

James Smith
Project Director
Georgiou BMD Joint Venture
C/- BMD Constructions Pty Ltd
PO Box 197,
WYNNUM QLD 4178

Dear James,

Contract No. CN-13712 – Centenary Bridge Upgrade
EOT No. 16 – Union Disruption February to May 2024

Reference is made to your EOT Claim dated 17 July 2024, for 70 days EOT due to Union disruptions from February to May 2024.

Reference to the updated and statused programs provided (E1 with and without union impact, E2.A with and without union impact) show that the union disruption events affected activities on the critical path. I confirm agreement to an EOT of 37 working days, as per the details below:

- Initial Union Disruption delaying delivery of Temporary Gantry steelwork (Program E1 impacted vs unimpacted). Delay to Temporary Gantry spans TP0-TP4 – 17 days agreed. [27/2 - 23/4, included non-critical delays]
- Subsequent Union Disruption to Pier 1 Pile Cap (Program E2.A impacted vs unimpacted). Delay to Pier 1 pile cap construction, curing and stripping – 19 days agreed. [15/5 – 14/6/24]
- Other Union Disruption events not concurrent with the above. 29 April 2024 multiple Union officials and members illegally entering site – 1 day agreed.

Total agreed delay for the Union Disruption events – **37 days**

It is also noted that the revised and accepted E1 Program removed Drain Line 50 and the Pier 5 piling from the critical path. Delay claims have previously been agreed for events concerning these elements. It has been agreed that these EOTs will be withdrawn as detailed below:

- EOT 01 Drainage Line 50 Changes – 10 days withdrawn
- EOT 12 Latent Condition Pier 5 Pile 4 – 10 days withdrawn
- EOT 14 Latent Condition Pier 5 Pile 3 – 5 days withdrawn

Total agreed EOT days to be withdrawn – **25 days**

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Fortitude Valley, QLD 4006, Australia

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SMEC Holdings Pty Ltd ABN 84 057 274 049

Member of the Surbana Jurong Group

The revised date for practical completion is detailed below:

Original Date for PC	15 December 2026
Previously Approved EOT's (Working Days)	86.5 Working Days
Current Date for PC and Day	22 April 2027 (Thursday)
This EOT (Working Days)	37 Working Days
Withdrawn EOTs (Working Days)	25 Working Days
Net EOT	**12 Working Days**
Revised Date for PC and Day	7 May 2027 (Friday)

In view of the above cause of delay, please submit your estimate of additional costs for the 37 days, for our review.

Yours sincerely,



Peter Konecny
Contract Administrator

Member of the Surbana Jurong Group

SMEC Ref: 30033891.6.04.53\122
GBJV Ref: T-160

12 March 2025

James Smith
Project Director
Georgiou BMD Joint Venture
C/- BMD Constructions Pty Ltd
PO Box 197,
WYNNUM QLD 4178

Dear James,

Contract No. CN-13712 – Centenary Bridge Upgrade

Variation V-053 Legislation Change - Qld Psychosocial COP - Additional Security & IR (2024 costs)

Reference is made to your notice dated 31 May 2024 and subsequent correspondence regarding the above variation. I confirm agreement to a valuation of $3,133,367 for costs to the end of December 2024. This consists of:

- Security Personnel (May - Dec 2024) $2,513,542
- Travel and Accommodation (Apr – Dec 2024) $324,412
- Laundry and Meals (May – Sep 2024) $70,925
- Industrial Relations Consultants (Mar – Dec 2024) $211,808
- Additional Security Cameras (installed Mar 2024) $12,680

It is noted that these costs will be ongoing into 2025, albeit at a reduced quantum.

Yours sincerely,

Chris Demartini
Contract Administrator's Representative

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Level 6, 480 St Pauls Terrace
Fortitude Valley, QLD 4006, Australia

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SMEC Holdings Pty Ltd ABN 84 057 274 049

Member of the Surbana Jurong Group

SMEC Ref: 30033891.6.04.54\162
GBJV Ref: 815-J019-0431; T-286

9 January 2026

James Smith
Project Director
Georgiou BMD Joint Venture
C/- BMD Constructions Pty Ltd
PO Box 197,
WYNNUM QLD 4178

Dear James,

Contract No. CN-13712 – Centenary Bridge Upgrade
Consolidated Delay Direct Costs V-054 & V-111 – On-Account Payment

Reference is made to the second part your letter dated 7 January 2026, wherein you have claimed $3,075,483 for "Other Costs" associated with the consolidated delay claim. The first part of your letter, EOT and delay costs, have been addressed under our letter 30033891.6.03.40\161.

I confirm that the following amounts are offered for payment in an attempt to settle this matter:

- Maeve Anne costs: DJC only $1,297,305 (less $480,000 previously paid) = $817,305. This additional payment will be included in Progress Certificate no. 36 this month, under V-111. It is noted that V-111 already includes payment for 15 days delay.
- Storage Costs: DJC only $796,000 (less $100,000 previously paid) = $696,000. This additional payment will be included in Progress Certificate no. 36 this month, under V-054. It is noted that V-054 already included payment for 37 days delay cost and $338K of disruption cost. It is further noted that we had requested this component to re-valued so as to include only Union-related delay costs. There are clearly other parts of this claim related to Contractor-caused delay. However in the interests of good faith, we are prepared to certify $696,000 on account in order to settle this claim. (i.e. no allowance for OH&P).

Yours sincerely,

[redacted]

Peter Konecny
Contract Administrator

SMEC
Level 6, 480 St Pauls Terrace
Fortitude Valley, QLD 4006, Australia

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SMEC Holdings Pty Ltd ABN 84 057 274 049

SMEC
Member of the Surbana Jurong Group

SMEC Ref: 30033891.6.03.33\138
GBJV Ref: 815-J019-0360; T-284

2 July 2025

James Smith
Project Director
Georgiou BMD Joint Venture
C/- BMD Constructions Pty Ltd
PO Box 197,
WYNNUM QLD 4178

Dear James,

Contract No. CN-13712 – Centenary Bridge Upgrade
EOT No. 33 – Union Disruption to P1 Pilecap Waterproofing (V-111)

Reference is made to your EOT claim dated 9 May 2025 and our previous offer for settlement, Ref 6.03.19\097 dated 3 October 2024. I confirm that an EOT of 15 working days is hereby approved, noting that this agrees with your claimed delay for Item 7.

Notwithstanding that final associated costs have not yet been agreed, payment will be paid under V-111 in the current progress certificate for the following amount:

15 days delay

$92,000/day

$1,380,000 delay cost

$420,000 half cost of Maeve Anne

$1,800,000.00 Total Cost

The remainder of the subject claim will be addressed under separate cover.

The revised contract completion date is shown below.

Original Date for PC	15 December 2026
Previously Approved EOT's (Working Days)	153 Working Days
Current Date for PC and Day	12 July 2027 (Monday)
This EOT (Working Days)	15 Working Days
Revised Date for PC and Day	29 July 2027 (Thursday)

Yours sincerely,

[redacted]

Peter Konecny
Contract Administrator

SMEC
Level 6, 480 St Pauls Terrace
Fortitude Valley, QLD 4006, Australia

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CN-13712 Centenary Bridge Upgrade Project
Envelope #3 - Table 1: Items previously agreed-in-principle between TMR and GBJV which are envisaged to not relate to the process or outcome of the proposed greenfield industrial Agreement.

Item	Description	Business as usual	Stretch target BPIC outcome	Provisional Sums (Indicative)	Rationale	Method of measurement
<u>One</u> **KRA#1 Item (a) (i)**	Work profile - labour force split between self-performed, subcontracted and labour hire	Self-performed: 40% Subcontracted: 35% Labour Hire: 25%	Self-performed: 55% Subcontracted: 35% Labour Hire: 10%	$120,000 per 1% increment x (25% -10%) = $1,800,000	150,000 hours moved from labour hire to direct employment with an allowance for unproductive time during work discontinuities for permanent employees.	Nil payable if Labour Hire component exceeds 25% of direct labour hours. For each percentage point achieved less than 25%, an amount is payable at the rate of $120,000 for each percentage point below 25%.
<u>Two</u> **KRA#1 Item (a) (ii)**	Diversity and inclusion	Site-based roles: Women: 7.5% ATSI: 1.5% Disadvantaged: 0.0% **Total base target: 9.0%**	Site-based roles: Women: 17.5% ATSI: 3.5% Disadvantaged: 2.0% **Total stretch target: 23.0%**	$50,000 per 1% increment x (23% -9%) = $700,000	Estimated cost for active recruitment of increased diversity in direct labour force plus prioritisation of subcontractors with higher rates of diversity.	Payable at the rate of $50,000 for each percentage point achieved over the combined base target of 9%.
<u>Three B</u> **KRA#1 Item (b) (i)**	The industrial agreement applicable to Staff and how the wage BPIC rates and conditions effect retention	Utilise existing employment agreements for staff	Effect an uplift applicable to all Staff	Staff: 150,000 hrs x $9/hr = $1,350,000	Anticipated 150,000 hours at a pro-rated hourly rate of $9/hr^	Payable upon application of the new project-specific agreement for Staff, multiplied by $9/hr. Hours obtained from Envelope #1 submission.
<u>Six A</u> **KRA#1 Item (c) (i) to (vi)**	Approach to using best endeavours to engage appropriately determined subcontractors including external plant hire, who intend to adopt BPIC principles.	No subcontractors currently reflect BPIC rates of pay.	External plant hire and/or Subcontractor labour hours on the project reflect BPIC rates of pay.	264,000hrs x $12.50/hr = $3,300,000	280,000hrs @ $12.50/hr increase in labour cost	Payable where subcontractors, including external plant hire, agree to pay BPIC rates and conditions. Assessable using proposed Envelope #1 criteria termed *Procurement Practice* - see further at Item 10 The following packages are anticipated to be captured in the Clause 9.2 process and have BPIC requirements applied to them: ▪ >$5 million: Piling ▪ Between $2 - 5 million: Demolition; Traffic ▪ Between $1 - 2 million: Steel Girder Assembly; Heavy Craneage; Marine; Sewer; Survey Services ▪ Others > $½ million but with the potential to exceed $1 million: Ground Surface Treatments; Jacking; Landscaping; Placement of Asphalt/ Foam Bitumen / Seal; Stressing; Waste Removal
<u>Six B</u> **KRA#1 Item (c) (i) to (vi)**	Approach to using best endeavours to specifically engage electrical subcontractors, who currently are or intend to adopt rates equal to or exceed electrical greenfield rates.	No subcontractors currently reflect BPIC rates of pay.	Electrical subcontractor labour hours on the project reflect specific electrical greenfield EBA rates of pay.	8,000hrs x $25/hr = $200,000	8,000hrs @ $25/hr increase in labour cost	Payable where electrical subcontractors agree to pay market leading rates, where market leading rates are benchmarked against the prevailing electrical greenfield rates.. Assessable using proposed Envelope #1 criteria termed *Procurement Practice* - see further at Item 10
<u>Seven</u> **KRA#1 Item (d) (i) (ii)**	Ensuring monitoring, compliance and reporting on BPIC compliance for direct workforce and subcontractors.	Not required.	One additional mid-level commercial staff member required for duration.	$17,500 / month x 48mths = $840,000	Salary plus on-cost for mid-level resource for 48 months.	Payable monthly from award at the rate of $17,500 / month up to the lump sum value
<u>Eight</u> **KRA#1 Item (e) (i)**	The proposed apprentices and trainee targets for the project	Core requirement for 15% (min.) of total hours is undertaken by apprentices and/or trainees; other workforce training	Ensure workforce with optimal level of skills and experience is attracted to and retained on the project.	$100,000 per 1% increment x (20% - 15%) = $500,000	Increased utilisation of RTO on-site to support training initiatives and Increased percentage paid attendance to training	An amount payable at a rate of $100,000 per percentage point achieved above minimum core requirement Non-Price Target: 1 apprentice/trainee to 7 Tradesperson ratio
<u>Nine</u> **KRA#1 Items (f) and (g)**	Training coordination/ workforce training	Use corporate (HO based) resources to manage training.	Mandated employment of a training coordinator on the project.	$17,500 / month x 48mths = $840,000	Salary + on-cost for mid-level resource for 48 months.	Payable monthly from award at the rate of $17,500 / month up to the lump sum value
<u>Ten</u> **Subcontract Procurement**	Clause 9 requirements in relation to the tendering, documentation, approvals, reporting and evaluation of subcontract work packages.	Following internal corporate policies and procedures.	Implementation of Clause 9 procurement requirements	$32,500 / mth x 24mths + $25,000 / mth x 12mths + $17,500/mth x 12mths = $1,290,000	Salary plus on-cost for: • one mid-level resource and two assistant level resources for 2 yrs. • one mid-level resource and one assistant level resources for 12 mths • one mid-level resource for 12 mths	Restricted to select packages as proposed *Procurement Practice* in Envelope #1. Application of the *Procurement Practice* will be to packages which are envisaged to be: a) >$1 million in value; and/or, b) involvement at site > 3 continuous months; or, c) by discretion of GBJV's Project Manager for packages with perceived HSEQ, IR, Commercial, public perception &/or Program risks. Payable monthly from Award at the rates proposed according to the agreed progression of the project works
Total: Table 1				**$10,820,000**		

CN-13712 Centenary Bridge Upgrade Project
Envelope #3 - Table 2: Items which are envisaged to relate to the process or outcome of the proposed greenfield Agreement.

Item	Description	Business as usual	Stretch target BPIC outcome	Provisional Sums (Indicative)	Rationale	Method of measurement
Three A **KRA#1 Item (b) (i)**	The industrial agreement applicable to our self-performing workforce and how the wage rates and conditions compare to BPIC.	Utilise existing employment agreements for staff and for the self-performing workforce the applicable: • Georgiou Group Operations Agreement 2019 • BMD (Qld & NT) Agreement 2022	Develop, negotiate and lodge with Fair Work a greenfield industrial Agreement for the project's self-performing workforce	Self-performing workforce: 300,000 hrs x $9/hr^ = $2,700,000	Anticipated 300,000 hours at a pro-rated hourly rate of $9/hr^	Payable via the application of the new project-specific Agreement for direct labour. ^ Hours obtained from Envelope #1 submission and effective increased pay rate inclusive of all Terms & Conditions pertaining to proposed greenfield Agreement not known until ratified by Fair Work.
Four **KRA#1 Item (b) (i)**	The industrial agreement applicable to our self-performing workforce and how the wage rates and conditions compare to BPIC .	Existing agreements based upon: • Georgiou Group Operations Agreement 2019 • BMD (Qld & NT) Agreement 2022	Allowance for the inclusion of nominated 26 Rostered Days Off (RDO) per annum.	26 RDO/year x 4 years x $75,000/day = $7,800,000	26 RDO's over a 48 month period at an estimated project cost of $75,000 per RDO	Payable as applicable RDO's will feature in proposed project-specific Agreement. • Allocation of RDO's are subject to project-specific and industry-wide scheduling. • GBJV and TMR share the intention of this condition is for workers to have taken the day off for work/life balance instead of an end of project RDO payout. **Separate consideration required to Date for Practical Completion and application of Liquidated Damages if 104 RDO's are taken during the project duration**
Five **KRA#1 Item (b) (i)**	The industrial agreement applicable to our self-performing workforce and how specific conditions compare to BPIC (family violence leave).	Existing agreements based upon: • Georgiou Group Operations Agreement 2019 • BMD (Qld & NT) Agreement 2022 Are both silent on provisions for Domestic Violence leave However, apply the existing conditions within each companies policies, which is access to unpaid leave.	Allowance for 10 days per year paid family violence leave.	$600,000	Statistics are 1:6 women & 1:16 men have experienced family violence, which may result in ~30 individuals requiring support for an average of 5 days	Payable on the establishment of a provisional sum paid on approved days utilised. And, the adoption of proactive approach including training & consultation; as well as the provision of on-site workforce education.
Total: Table 2				**$11,100,000**		
Total: Table 1 + Table 2				**$21,920,00**	**Same as previously advised by GBJV to TMR in Revision 0.**	

Item	Description	Business as usual	Stretch target BPIC outcome	Provisional Quantities*	Rationale	Method of measurement
CN-13712 Centenary Bridge Upgrade Project **Envelope #3 - Table 1: Items previously agreed-in-principle between TMR and GBJV which are envisaged to not relate to the process or outcome of the proposed Greenfield Industrial Agreement.**						
One **KRA#1 Item (a) (i)**	Work profile - labour force split between self-performed, subcontracted and labour hire	Self-performed: 40% Subcontracted: 35% Labour Hire: 25%	Self-performed: 55% Subcontracted: 35% Labour Hire: 10%	$120,000 per 1% increment x (25% -10%) = $1,800,000	150,000 hours moved from labour hire to direct employment with an allowance for unproductive time during work discontinuities for permanent employees.	Nil payable if Labour Hire component exceeds 25% of direct labour hours. For each percentage point achieved less than 25%, an amount is payable at the rate of $120,000 for each percentage point below 25%.
Two **KRA#1 Item (a) (ii)**	Diversity and inclusion	Site-based roles: Women: 7.5% ATSI: 1.5% Disadvantaged: 0.0% **Total base target: 9.0%**	Site-based roles: Women: 17.5% ATSI: 3.5% Disadvantaged: 2.0% **Total stretch target: 23.0%**	$50,000 per 1% increment x (23% -9%) = $700,000	Estimated cost for active recruitment of increased diversity in direct labour force plus prioritisation of subcontractors with higher rates of diversity.	Payable at the rate of $50,000 for each percentage point achieved over the combined base target of 9%.
Three B **KRA#1 Item (b) (i)**	The industrial agreement applicable to Staff and how the wage BPIC rates and conditions effect retention	Utilise existing employment agreements for staff	Effect an uplift applicable to all Staff	Staff: 150,000 hrs x $9/hr = $1,350,000	Anticipated 150,000 hours at a pro-rated hourly rate of $9/hr^	Payable upon application of the new project-specific agreement for Staff, multiplied by $9/hr. GBJV to remain available to provide anonymised Letters of Assignment and Payslips sample of one Georgiou and one BMD staff member upon request (envisaged as quarterly) from the Contract Administrator.
Six A **KRA#1 Item (c) (i) to (vi)**	Approach to using best endeavours to engage appropriately determined subcontractors including external plant hire, who intend to adopt BPIC principles.	No subcontractors currently reflect BPIC rates of pay.	External plant hire and/or Subcontractor labour hours on the project reflect BPIC rates of pay.	240,000hrs x $12.50/hr = $3,000,000	240,000hrs @ $12.50/hr increase in labour cost	Payable where subcontractors, including external plant hire, agree to pay BPIC rates and conditions. Assessable using proposed Envelope #1 criteria termed *Procurement Practice* - see further at Item 10. BPIC Subcontractors to be periodically audited to show that pay, including rates and allowances, is equivalent to the Transport BPICs (December 2020). The following packages are anticipated to be captured in the Clause 9.2 process and have BPIC requirements applied to them: ▪ >$5 million: Piling ▪ Between $2 - 5 million: Demolition; ▪ Between $1 - 2 million: Steel Girder Assembly; Heavy Craneage; Marine; Sewer; Survey Services ▪ Others > $½ million but with the potential to exceed $1 million: Ground Surface Treatments; Jacking; Landscaping; Placement of Asphalt/ Foam Bitumen / Seal; Stressing; Waste Removal
Six B **KRA#1 Item (c) (i) to (vi)**	Approach to using best endeavours to specifically engage electrical subcontractors, who intend to adopt BPIC principles.	No subcontractors currently reflect BPIC rates of pay.	Electrical subcontractor labour hours on the project reflect specific BPIC rates of pay.	8,000hrs x $25/hr = $200,000	8,000hrs @ $25/hr increase in labour cost	Payable where electrical subcontractors agree to pay BPIC rates and conditions. Assessable using proposed Envelope #1 criteria termed *Procurement Practice* - see further at Item 10 BPIC Subcontractors to be periodically audited to show that pay, including rates and allowances, is equivalent to the Transport BPICs (December 2020).
Six C **KRA#1 Item (c) (i) to (vi)**	Approach to using best endeavours to specifically engage traffic control subcontractors, who intend to adopt BPIC principles.	No subcontractors currently reflect BPIC rates of pay.	Traffic Control subcontractor labour hours on the project reflect specific BPIC rates of pay.	24,000hrs x $35/hr = $840,000	24,000hrs @ $35/hr increase in labour cost	Payable where traffic control subcontractors agree to pay BPIC rates and conditions. Assessable using proposed Envelope #1 criteria termed *Procurement Practice* - see further at Item 10 BPIC Subcontractors to be periodically audited to show that pay, including rates and allowances, is equivalent to the Transport BPICs (December 2020).
Seven **KRA#1 Item (d) (i) (ii)**	Ensuring monitoring, compliance and reporting on BPIC compliance for direct workforce and subcontractors and Clause 9 requirements in relation to the tendering, documentation, approvals, reporting, evaluation of subcontract work packages and periodic auditing of BPIC subcontractors.	Not required.	One additional mid-level commercial staff member required for duration.	$17,500 / month x 48months = $840,000	Salary plus on-cost for mid-level resource for 48 months.	Payable monthly from award at the rate of $17,500 / month up to the lump sum value GBJV to provide the Contract Administrator, each month, a collation of hours by staff members who have contributed to BPIC monitoring and compliance. Summation of hours will be rounded to one Full-Time Equivalent staff member per month.
Eight **KRA#1 Item (e) (i)**	The proposed apprentices and trainee targets for the project	Core requirement for 15% (min.) of total hours is undertaken by apprentices &/or trainees; other workforce training	Ensure workforce with optimal level of skills and experience is attracted to and retained on the project.	$100,000 per 1% increment x (20% - 15%) = $500,000	Increased utilisation of RTO on-site to support training initiatives and Increased percentage paid attendance to training	An amount payable at a rate of $100,000 per percentage point achieved above minimum core requirement Non-Price Target: 1 apprentice/trainee to 7 Tradesperson ratio
Nine **KRA#1 Items (f) and (g)**	Training coordination / workforce training	Use corporate (HO based) resources to manage training.	Mandated employment of a training coordinator on the project.	$17,500 / month x 40% attendance x 48months = ~~$840,000~~ $336,000	Salary + on-cost for mid-level resource for 48 months at 40% attendance.	Payable monthly from award at the rate of $17,500 / month x 40% up to the lump sum value GBJV to provide the Contract Administrator, each month, a collation of hours by staff member(s) who have contributed to training co-ordination and compliance. Summation of hours will not be rounded to Full-Time Equivalent staff member per month.

Item	Description	Business as usual	Stretch target BPIC outcome	Provisional Quantities*	Rationale	Method of measurement
~~**Ten Subcontract Procurement**~~	~~Clause 9 requirements in relation to the tendering, documentation, approvals, reporting and evaluation of subcontract work packages.~~	~~Following internal corporate policies and procedures.~~	~~Implementation of Clause 9 procurement requirements~~	~~$32,500 / month x 24months + $25,000 / month x 12months + $17,500/month x 12months = $1,200,000~~	~~Salary plus on-cost for:~~ ~~• one mid-level resource and two assistant level resources for 2 years~~ ~~• one mid-level resource and one assistant level resources for 12 months~~ ~~• one mid-level resource for 12 months~~	~~Restricted to select packages as proposed *Procurement Practice* in Envelope #1. Application of the *Procurement Practice* will be to packages which are envisaged to be:~~ ~~a) >$1 million in value; and/or,~~ ~~b) involvement at site > 3 continuous months; or,~~ ~~c) by discretion of GBJV's Project Manager for packages with perceived HSEQ, IR, Commercial, public perception &/or Program risks.~~ ~~Payable monthly from Award at the rates proposed according to the agreed progression of the project works~~
Eleven Hot Weather	How the BPIC Hot Weather Guidelines affect the Work Under the Contract	Following internal corporate policies and procedures with respect to managing hot weather	Implement the BPIC Hot Weather Guidelines: cease Work Under the Contract when the temperature reaches: • 35°C; or • 28°C and 75% humidity 3hrs after commencement of work	$75,000 per Working Day where relevant EOT is awarded; Estimated amount: 6 hot weather days x 3 summer periods (24/25, 25/26 & 26/27) x $75,000 = $1,350,000	Estimated project cost in line with pre-agreed rates for Envelope 3 Items Four/Four A	Consideration required to extending Date for Practical Completion should the implementation of the BPIC Hot Weather Guidelines impact the critical path of the Current Program. If works cease due to Extreme Hot Weather this will generally be treated as Inclement Weather. Payment at $75,000 per day of prorata for part thereof (i.e. $7,500/hr).
Twelve Wellness program	Implementation of wellness program for all employees to improve staff wellbeing, on site productivity and performance	No formal wellbeing program\	Implement a Wellness Green Program as a coaching aid to improve employee's overall wellbeing and on site productivity including • Reduced TRIFR and LTIFR incidences • Insight into the required resourcing needs in the future • Improved resilience • Improved culture • Higher staff retention	$300,000 to complete program for up to 60 employees	Cost based on proposal from Wellness Green	Costs to be paid: 50% ($150,000) prior to commencement of Wellbeing Program upon confirmation that program is to proceed. 50% ($150,000) at completion of Phase 2 of the program.
Total: Table 1				**$11,216,000**	**Excluding GST**	
CN-13712 Centenary Bridge Upgrade Project **Envelope #3 - Table 2: Items which are envisaged to relate to the process or outcome of the proposed Greenfield Industrial Agreement.**						
Three A1 KRA#1 Item (b) (i)	The industrial agreement applicable to our self-performing workforce and how the wage rates and conditions compare to BPIC.	Utilise existing employment agreements for staff and for the self-performing workforce the applicable: • Georgiou Group Operations Agreement 2019 • BMD (Qld & NT) Agreement 2022	Develop, negotiate and lodge with Fair Work a greenfield industrial Agreement for the Project's self-performing workforce	Self-performing workforce: 300,000 hrs x $9/hr^ = $2,700,000	Anticipated 300,000 hours at a pro-rated hourly rate of $9/hr^	Payable via the application of the new project-specific Agreement for direct labour. ^ Hours obtained from Envelope #1 submission and effective increased pay rate inclusive of all Terms & Conditions pertaining to proposed greenfield Agreement not known until ratified by Fair Work.
Three A2 KRA#1 Item (b) (i)	Income Protection provision included within proposed Greenfield Agreement ss per BPIC+ requirements even though Centenary Bridge Upgrade is a BPIC project	Not envisaged. Normal Enterprise Agreement provisions apply as per: • Georgiou Group Operations Agreement 2019 • BMD (Qld & NT) Agreement 2022	Develop, negotiate and lodge with Fair Work a greenfield industrial Agreement for the Project's self-performing workforce inclusive of Income Protection for eligible employees	$31 per eligible employee per week x estimate 50 employees x 4 years x 52 weeks = $322,400	Income Protection provisions included within proposed Greenfield Agreement ss per BPIC+ requirements	Payable via the application of the new project-specific Agreement for direct labour based upon Continuous weeks of employment at this project only. Terms & Conditions pertaining to proposed Greenfield Agreement not known until ratified by Fair Work. GBJV to remain available to provide evidence to the Contract Administrator (envisaged as quarterly) in the form of proof of policy being maintained.

Item	Description	Business as usual	Stretch target BPIC outcome	Provisional Quantities*	Rationale	Method of measurement
<u>Four</u> KRA#1 Item (b) (i)	The industrial agreement applicable to our self-performing workforce and how the wage rates and conditions compare to BPIC .	Existing agreements based upon: • Georgiou Group Operations Agreement 2019 • BMD (Qld & NT) Agreement 2022	Allowance for the inclusion of nominated 13 Fixed and 6 Flexible Rostered Days Off (RDO) per annum.	16 RDO/year x 4 years x $75,000/day = $4,800,000	13 Fixed + 3 Flexible RDO's over a 48 month period at an estimated project cost of $75,000 per RDO	Payable as applicable RDO's will feature in proposed project-specific Agreement. • Allocation of RDO's are subject to project-specific and industry-wide scheduling. • GBJV and TMR share the intention of this condition is for workers to have taken the day off for work/life balance instead of an end of project RDO payout. Date for Practical Completion to be extended 1 day for each fixed RDO taken
<u>Four A</u> KRA#1 Item (b) (i)	The industrial agreement applicable to our self-performing workforce and how the wage rates and conditions compare to BPIC.	Existing agreements based upon: • Georgiou Group Operations Agreement 2019 • BMD (Qld & NT) Agreement 2022	Applicable in the instance where ≥2 consecutive Flexible Rostered Days Off (RDO) are observed by GBJV wages employees but not by other project personnel	3 RDO/year x 4 years x $55,000/day = $660,000	GBJV wages personnel may elect to observe multiple and consecutive Flexible RDO's during the project however, other subcontract entities may wish to continue work and do so at rates applicable under their Agreements. Estimated project cost of $55,000 per RDO	Consideration required to Date for Practical Completion and application of Liquidated Damages, as the activities falling on Critical Path at the time that the multiple, consecutive Flexible RDO's are being observed by GBJV wages personnel may be effected by their absence. Hence, Extension of Time to the Date of Practical Completion would be applicable. In the alternative, the activities falling on Critical Path at the time may be effected by subcontractors and/or other personnel who are not observing the GBJV Greenfield Agreement's Flexible RDO and are continuing to work. Hence, Extension of Time to the Date of Practical completion would not be applicable.
<u>Five</u> KRA#1 Item (b) (i)	The industrial agreement applicable to our self-performing workforce and how specific conditions compare to BPIC (family violence leave).	Existing agreements based upon: • Georgiou Group Operations Agreement 2019 • BMD (Qld & NT) Agreement 2022 Are both silent on provisions for Domestic Violence leave However, apply the existing conditions within each companies policies, which is access to unpaid leave.	Allowance for 10 days per year paid family violence leave.	$600,000	Statistics are 1:6 women & 1:16 men have experienced family violence, which may result in ~30 individuals requiring support for an average of 5 days	Payable on the establishment of a provisional sum paid on approved days utilised. And, the adoption of proactive approach including training & consultation; as well as the provision of on-site workforce education.
Total: Table 2				**$9,082,400**	**Excluding GST**	
Grand Total: Table 1 + Table 2				**$20,298,400**	**Excluding GST**	

**Payments to be assessed and paid as Provisional Quantities in accordance with MRS01 Cl.2.1.7 and Appendix B (Commercial Framework) Cl.1.2(b) and 3.2(a).*

BEST PRACTICE INDUSTRY CONDITIONS FOR TRANSPORT CIVIL CONSTRUCTION PROJECTS

December 2020

Queensland Government

Best Practice Industry Conditions for Transport Civil Construction Projects

The Queensland Government through the Queensland Procurement Policy is committed to maximising benefits for Queenslanders by using procurement to support local jobs and businesses to drive economic, environmental and social outcomes. This includes ensuring quality, safe workplaces for people engaged on major state government projects, through the implementation of Best Practice Principles (BPPs), in accordance with guidance issued by the Department of Energy and Public Works and the Office of Industrial Relations.

For major projects of $100 million and above and declared projects, the value for money assessment must also include application of all the following BPPs:

- Workplace health and safety systems and standards
- commitment to apprentices and trainees
- best practice industrial relations

The Department of Transport and Main Roads (TMR) fully supports the Queensland Government's priorities to improve matters such as employment conditions, safety and training opportunities for the transport civil construction industry and ensure the industry is, and remains sustainable, safe and progressive.

To assist with the Queensland Government's commitments in relation to the BPPs, including best practice industrial relations, TMR has developed a guidance document entitled the *Best Practice Industry Conditions for Transport Civil Construction Projects* dated December 2020 (Transport BPIC). In developing the Transport BPIC in consultation with stakeholders, relevant enterprise agreements, awards and legislation to the transport civil construction industry were analysed to ensure the guidance document reflects modern and progressive industrial practices for the civil construction industry. The Transport BPIC is included to assist with tendering for TMR's transport civil construction projects with a total project value of between $100 million - $300 million which in this circumstance, includes this Project.

The Transport BPIC is an expression of government policy as it relates to best practice industry relations for the civil construction industry. The guidance document sets standards and expectations to ensure that a workforce with optimal levels of skills and experience is attracted and retained for the life of a project's delivery and ensure that relevant stakeholders can interact in a positive, collaborative and productive way through to successful project completion.

The Transport BPIC is a guidance document and is not mandatory. Applicants and/or Tenderers can demonstrate the intent and outcomes of the Transport BPIC in any manner it chooses to nominate throughout the procurement process. TMR will give full and reasonable consideration to alternative ways of achieving the Transport BPIC. Where a particular supplier is referred to within the Transport BPIC, this entitlement or obligation relates to that supplier or any suitable equivalent which the Applicants and/or Tenderers may wish to nominate. Nothing in the Transport BPIC requires an Applicant and/or Tenderer to make any commitment that would breach any laws.

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Quality Employment Standards

Consultation, Dispute Resolution, Contract of Employment, Award Interaction and Related Matters

1. Consultation

1.1. Effective consultation is essential for continuous workplace reform and such consultation can take place at any time during the term of the Contract.

1.2. Consultative Committees may be set up for this purpose.

1.3. If the Employer has made a decision to introduce a major workplace change that is likely to have a Significant Effect on a number of Employees, the Employer must consult with the Employee(s) who will be affected by the decision.

1.4. As soon as practicable and prior to implementation, the Employer must discuss with the relevant Employees and/or their nominated representative/s (e.g. Union or other representative) the introduction of the change; and the effect the change is likely to have on the employees. The Employer must discuss measures to avert or mitigate the adverse effect of the change on the Employees.

1.5. For the purposes of the discussion the Employer will provide the relevant Employees and/or their nominated representative/s in writing:

(a) all relevant information about the change including the nature of the change proposed;

(b) information about the expected effects of the change on the Employees; and

(c) any other matters likely to affect the Employees.

1.6. However, the Employer is not required to disclose confidential or commercially sensitive information.

1.7. The Employer must give prompt and genuine consideration to matters raised about the major change by the relevant Employees.

1.8. "Significant Effect" under clause 1.3 above includes termination of employment (including redundancy), major changes in the composition, operation or size of the Employer's workforce or in the skills required, the elimination or diminution of job opportunities, promotion opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of Employees to other work areas or locations and the restructuring of jobs.

1.9. Consultation about changes to rosters or hours of work

Where the Employer proposes to change an Employee's regular roster or ordinary hours of work, the Employer must consult with the Employee(s) affected and, if required their representative, about the proposed change.

1.10. As soon as practicable after proposing to introduce the change, the Employer must:

(a) discuss with the relevant Employees the introduction of the change;

(b) if requested by the Employees, and for the purposes of the discussion, provide to the relevant Employees and their representative details of the following in writing:

i. all relevant information about the change, including the nature of the change;

ii. information about what the Employer reasonably believes will be the effects of the change on the Employees; and

iii. information about any other matters that the Employer reasonably believes are likely to affect the Employees;

(c) invite the Employee(s) affected and any applicable representatives, to give their views about the impact of the proposed change (including any impact in relation to their family or caring responsibilities), and give consideration to any views about the impact of the proposed change that are given by the Employee(s) concerned and/or their Union; and

(d) The requirement to consult under this clause does not apply where an Employee has irregular, sporadic or unpredictable working hours.

These provisions are to be read in conjunction with other Document or Award provisions concerning the scheduling of work and notice requirements.

2. Disputes Settlement Procedure

2.1. A major objective of this Document is to eliminate lost time and/or production arising out of disputes or grievances. Disputes over any work related or industrial matter or any matters arising out of the operation of the Document or incidental to the operation of the Document should be dealt with as close to its source as possible. Disputes over matters arising from this Document (or any other dispute related to the employment relationship or the NES, including subsections 65(5) or 76(4) of the *Fair Work Act*) shall be dealt with according to the following procedure.

2.2. The pre-dispute status quo shall prevail while the matter is being dealt with in accordance with this procedure.

2.3. All Employees have the right to appoint a representative in relation to a dispute. It is the express priority of all Parties to attempt to settle a dispute at the workplace level at first instance.

2.4. In the event of any work-related grievance arising between the Employer and an Employee or Employees, the matter shall be dealt with in the following manner:

(a) The matter shall be first submitted by the Employee/s or his/her job delegate/ employee representative or other representative, to the site foreperson/supervisor or the other appropriate site representative of the Employer and if not settled, to a more senior representative of the Employer.

(b) Alternatively, the Employer may submit an issue to the Employee/s who may seek the assistance and involvement of the job delegate/employee representative or other representative.

(c) If still not resolved, there may be discussions between the relevant Union official (if requested by the employee/s), or other representative of the employee, and senior representative of the Employer.

(d) Should the matter remain unresolved, either of the parties or their representative shall refer the dispute at first instance to FWC for review. FWC may exercise conciliation and/or arbitration powers in such review.

2.5. This procedure shall be followed in good faith without unreasonable delay.

2.6. If any party fails or refuses to follow any step of this procedure the non-breaching party will not be obligated to continue through the remaining steps of the procedure and may immediately seek relief by application to FWC.

Any resolution of a dispute under this clause by the FWC will not be inconsistent with legislative obligations or any other applicable Codes or Regulations, including the Code.

3. Contract of Employment

3.1. At the point of engagement of each Employee, the Employer must inform the person in writing whether the engagement is on a permanent or casual basis, stating by whom the Employee is employed, the job performed, the classification level, and the relevant rate of pay. Each new Employee shall upon commencement also be provided with a copy of this Document, or alternatively, access to the Document in electronic format at the discretion of the Employee.

3.2. The Employer may direct an Employee to carry out such duties as are reasonably within the limits of the Employee's skill, competence and training consistent with the Employee's classification provided that such duties do not promote deskilling.

3.3. If an Employee is absent from work for a period for which they have or will claim workers' compensation, the Employee's contract of employment shall remain intact during the period of absence. The Employer shall continue

to make contributions (and where applicable, reports of service) on behalf of the Employee to the applicable contribution funds. The Employee shall also continue to accrue all appropriate leave entitlements for the first twelve months of the Employee's absence due to the workers compensation claim.

4. Employment Security

4.1. Without limiting the Employer's right to determine its operational requirements the Parties to this Document will encourage the continuity of employment for permanent employees with the aim of ensuring that permanent employment opportunities are not eliminated or eroded in-so-far as it is reasonably practicable to do so.

4.2. The Employer recognises that in certain circumstances the use of contractors and labour hire may affect the job security of Employees covered by this Document.

4.3. The Employer is also committed to maintaining a stable and skilled workforce, having regard to the contribution that a stable and skilled up workforce has for Employee's job security. The Employer also acknowledges that use of subcontractors or supplementary labour may amount to a workplace concern on the part of Employees. The Employer will take all reasonable measures to achieve employment security for the Employees in-so-far as it is practicable to do so.

4.4. If the Employer wishes to engage subcontractors or supplementary labour to perform work which is usually performed by its own Employee's under this Document, the Employer must consider any matters raised in consultation by potentially affected Employees before making any final decision to engage subcontractors or supplementary labour.

4.5. Following consultation and subject to this clause, the decision whether to engage subcontractors or supplementary labour is a decision of the Employer alone. Any dispute as to the application of this clause will be dealt with under the dispute's settlement procedure under this Document. The Employer will ensure that all subcontractors are bona fide contractors and engage their employees on lawful terms and conditions.

4.6. As soon as practicable after being awarded a contract upon request from the Union Delegate, the Employer shall inform the Union via its Union Delegate which subcontractors have been engaged for the project.

5. Individual Flexibility Agreements

5.1. Where the Employer wants to enter into a variation agreement it must provide a written proposal to the Employee. Where the Employee's understanding of written English is limited, the Employer must take measures, including translation into an appropriate language, to ensure the Employee understands the proposal.

5.2. The Employer must ensure that any variation agreement is genuinely agreed to by the Employer and the Employee and that the terms of the variation agreement:

(a) are about permitted matters under section 172 of the FW Act; and

(b) relates only to:

i. time between which ordinary hours are worked;

ii. salary sacrifice agreements;

iii. reduction in ordinary hours;

iv. increase in annual leave accrual each year;

v. increase in rate of accrual of Rostered days off;

vi. increase in wages;

vii. increase in training leave (Union or otherwise);

(c) are not unlawful terms under section 194 of the FW Act; and

(d) result in the Employee being better off overall than the Employee would be if no arrangement (variation agreement) was made.

5.3. The Employer must also ensure that any such variation agreement is:

(a) in writing (including details of the terms that will be varied, how the variation agreement will vary the effect of the Enterprise Agreement terms, how the Employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement, and the day on which the arrangement commences);

(b) includes the name of the Employer and Employee;

(c) signed by the Employer and the Employee, and if the Employee is under 18, by a parent or guardian of the Employee;

(d) provided to the Employee within 14 days after it is agreed to; and

(e) able to be terminated by either the Employer or Employee giving written notice of not more than 28 days, or at any time by both parties agreeing in writing.

Where any of the requirements of this clause are not met, the variation agreement is of no effect.

6. Inclusion

First Nations People

6.1. The Employer recognises there is a significant Aboriginal and Torres Strait Islander (ATSI) population within Queensland and is committed to ensuring a significant representation of people who identify themselves as ATSI.

6.2. The Employer will ensure that all Employees receive cultural awareness training as part of the site induction process to ensure that all workers are made aware of the history and spiritual connection that Traditional Owners have with the area where the work is being performed.

6.3. A 'Welcome to Country' ceremony will be arranged with the Traditional Owners when the number of workers undertaking work on the project reach 50, as part of the Employers commitment to the principles of social, restorative justice and cultural affirmation. The Employer will also implement policies that ensure:

(a) access to annual leave for participation in cultural and ceremonial activities;

(b) skill and career development opportunities for ATSI Employees; and

(c) the development of retention and promotion for ATSI Employees.

Women in the Industry

Parties respect equal employment opportunity and it is recognised the demographic of the construction industry could be more diverse. To that end, the Parties support the promotion of women into the industry and shall discuss means to achieve this objective including ways to encourage and assist women to seek and maintain employment in the construction industry.

7. Relationship to Awards and Other Documents

7.1. The following instruments are incorporated into this Document:

(a) *Building and Construction General On-site Award 2010;*

(b) *Mobile Crane Hiring Award 2010;*

(c) *Electrical, Electronic and Communications Award 2010;*

(d) *Plumbing and Fire Sprinklers Award 2010;*

(e) *Asphalt Industry Award 2020;*

(f) *Concrete Products Award 2020;*

(g) *Premixed concrete Award 2020;*

(h) *Professional Employees Award 2020;*

(i) *Rail Industry Award 2020; and*

(j) *Surveying Award 2020*

(k) *IRC Order (No. B585 of 2003) Apprentices' and Trainees' Wages and Conditions (excluding certain Queensland Government entities) 2003 as it was immediately prior to its rescission*

Casual Employment, Hours of Work and Related Matters

8. Casual Employment

8.1. A casual Employee is an Employee employed on an occasional basis and whose work pattern is not regular and systematic. When a person is engaged for a casual employment the Employee will be informed in writing that the Employee is to be employed as a casual, the job to be performed, the classification level, the actual or likely length of engagement including number of hours to be worked per week, and the relevant rate of pay.

8.2. A casual Employee shall be entitled to all of the applicable rates and conditions of employment prescribed by this Document except notice of termination (other than in accordance with clauses relating to annual leave, paid community services leave, paid personal (including carer's leave), and payment for public holidays on which no work is performed. A casual Employee is entitled to unpaid compassionate leave and carer's leave and other unpaid leave in accordance with the NES.

8.3. Except on Saturdays and Sundays, on each occasion a casual Employee is required to attend work, the Casual Employee shall be entitled to payment for a minimum of eight (8) hours work (with 0.8 of an hour on each of these days accruing toward an RDO) plus the relevant fares and travel allowance prescribed in this Document. On Saturdays and Sundays, a casual Employee is entitled to payment for a minimum of four (4) hours, plus the relevant fares and travel allowance as applicable.

8.4. A casual Employee for working ordinary time shall be paid 125% of the hourly rate prescribed for the Employee's classification.

8.5. A casual Employee required to work overtime, or weekend work shall be entitled to the relevant penalty rates prescribed in this Document:

(a) where the relevant penalty rate is time and a half, the Employee shall be paid 175% of the hourly rate for the Employee's classification;

(b) where the relevant penalty rate is double time, the Employee shall be paid 225% of the hourly rate prescribed for the Employee's classification; and

(c) where the relevant penalty is a public holiday, the Employee shall be paid 275% of the hourly rate prescribed for the Employee's classification.

8.6. For the purposes of clarity, the applicable contributions to CBUS/BUSS(Q)/Australian Super/Energy Super, BERT/CIRT/Protect, CIPQ/Energy Super Income Insurance/WageGuard, STQ, and BEWT/JetCo or other funds nominated herein, must be made by the Employer in respect of casual Employees. A casual Employee shall also be entitled to receive in addition to their casual rate, penalty payments for Overtime, work performed on weekends, work performed on public holidays and RDOs.

8.7. Termination of all casual engagements shall require one hour's notice by either the Employer or Employee, or the payment or forfeiture of one hour's pay, as the case may be. This clause will not reduce the entitlements of injured Employees.

8.8. Casual Conversion

Casual Employee, who has been engaged by the Employer on a regular and systematic basis for a period in

excess of six-weeks, thereafter has the right to request in writing to have their contract of employment converted to permanent employment if the employment is to continue beyond the conversion process.
The decision as to whether a regularly and systematically engaged casual employee is made permanent is a decision of the Employer.

A casual Employee, who has requested in writing to be converted to permanent employment pursuant to clause 8.8 whose request is refused by the Employer, is entitled to be paid 175% of the hourly rate prescribed in this Document for the Employee's classification.

9. Hours of Work

9.1. Ordinary hours

Except as provided elsewhere in this Document, the ordinary working hours will be 36 hours per week (7.2 hours per day) worked between 6.00 a.m. and 6.00 p.m. Monday to Friday. Typically, work should not commence later than 7.00am. All time worked outside these hours shall be by consultation with the affected employees concerned and paid at overtime rates.

9.2. Start and finish times

If the Employer wishes to alter start and finish times within the spread of ordinary daily hours, the Employer will consult with the affected Employees and:

(a) provide not less than 48 hours' notice to affected Employees of the change to start and finish times; and

(b) have regard to the intention of avoiding excessive overtime.

9.3. Overtime

It is the intention of the Employer and Employees that excessive overtime will not be worked.

9.4. An Employee may refuse to work overtime in circumstances where the working of such overtime would result in the Employee working hours which are unreasonable having regard to matters including:

(a) any risk to Employee health and safety including the risk of fatigue i.e. excessive hours, exposure to noise, fumes, or any matter that can impair an Employee's ability to work safely and/or create a danger to Employees;

(b) the Employee's personal circumstances including any family responsibilities;

(c) the notice (if any) given by the Employer of the overtime and by the Employee of his or her intention to refuse it; and

(d) any other relevant matter.

9.5. RDO and Weekend Work

(a) The provisions of this Document relating to RDOs will apply to work conducted under this clause.

(b) Where ordinary hours are worked on a Saturday the Employees will be paid at the rate of time and a half for the first two hours and double time thereafter; and

(c) Where the ordinary hours are worked on a Sunday the employees will be paid at the rate of double time for all hours worked (unless a higher rate is provided in accordance with this Document, for example a public holiday or during Christmas shutdown).

10. Shift Work

10.1. Shift work is a necessary feature of the Employer's operation and employees may be required to work shift work in accordance with operational needs. Shift work meaning ordinary hours worked outside or partly outside of the ordinary span of hours of at least 5 consecutive shifts may be worked to suit the operational requirements. The requirement to work shift work will only occur after consultation with the appropriate employees.

10.2. For the purposes of this clause:

(a) Afternoon shift means a shift starting at or after 10.00am and before 8.00pm;

(b) Night shift means a shift starting at or after 8.00pm and before 6.00am; and

(c) Day work (i.e. work commencing between 6.00am and 10.00am) is not shift work.

10.3 Shift Workers will be paid the following rates for Ordinary Hours Worked:

(a) Afternoon Shift- Wage Rate plus 15% of the Wage Rate; and

(b) Night Shift - Wage Rate plus 30% of the Wage Rate.

10.4 Shift loading shall not apply to shift work performed on a Saturday or Sunday.

10.5 Where an Employee works shifts for less than five successive days, double the Wage Rate will be payable in lieu of the applicable shift loading.

10.6 All time worked by a shiftworker in excess of or outside the ordinary hours (inclusive of time worked for accrual purposes), or on a shift other than a rostered shift, must be paid for at the rate of double time. Provided that this will not apply when the overtime is worked by arrangements between the employees themselves or for the purpose of effecting the customary rotation of shifts.

11. Overtime

All time worked in excess of the ordinary hours, shall be paid at time and a half for the first two hours and double time thereafter (provided that a higher penalty elsewhere in this Document does not apply).

12. Rostered Day Off

12.1 Ordinary working hours will be scheduled in a 10-day cycle, Monday to Friday inclusive, with 8 ordinary working hours worked for each of 9 days and with 0.8 of an hour on each of those days accruing toward the tenth day, which will be known as the rostered day off (RDO).

12.2 26 rostered days are scheduled to be taken off by an Employee for every 12 months' continuous service in accordance with the dates set out in accordance with the building industry calendar published annually. Of these RDO`s 13 will be designated as Industry RDO`s, the other 13 will be designated as Project RDO`s, as per the industry calendar. The purpose of this calendar is to ensure workers and site management manage their fatigue levels, thereby encouraging safer and more productive projects.

12.3 Payment for RDOs will include an entitlement to the daily fares and travel allowance.

12.4 Each day of leave taken and any public holiday occurring during any cycle will be regarded as a day worked for accrual purposes.

12.5 An Employee who has not worked a complete cycle will receive pro rata accrued entitlements payable for the rostered day off.

12.6 Where an Employee has insufficient accruals for an RDO, the Employer may by agreement with the affected Employee, offset any deficiency from the Employee's annual leave entitlement.

12.7 Where the Employer wants an Employee or Employees to work on an RDO, the following process shall be followed:

12.7.1 The Employer shall establish that there is a genuine need for the work to take place on the RDO. Examples of where work may take place include, but are not limited to, the following: jumping cranes, erecting or dismantling jump form, high-risk activity after consultation with the safety committee), or other operational circumstances that require work on that day; and

12.7.2 The Employer must consult with the affected Employee(s); and

12.7.3 Provide affected Employee/s the opportunity to notify the Union using the form provided for in Appendix C, or other chosen representative/s in writing (or email) prior to the RDO that work will be performed.

12.8 The Employer is committed to providing as much notice as is reasonably practicable for a requirement to work. Wherever possible, the process outlined above will occur at least 7 calendar days prior to the RDO in question.

12.9 An Employee may refuse to work a RDO in circumstances where the working of such a RDO would result in the Employee working hours which are unreasonable having regard to matters including:

12.9.1 any risk to Employee health and safety including the risk of fatigue i.e. excessive hours, exposure to noise, fumes, or any matter that can impair an Employee's ability to work safely and/or create a danger to Employees;

12.9.2 the Employee's personal circumstances including any family responsibilities;

12.9.3 any other relevant matter; and

12.9.4 payment for working a scheduled RDO shall be at Saturday rates of pay, in accordance with the award in addition to the loadings listed above, employees will be provided a day in lieu for each RDO that they are required to work. Up to five (5) RDOs may be accrued under normal industry flexibilities. Accrued RDOs will be taken in the calendar year they were due or be transferred to the employee's annual leave bank in the last pay period of the calendar year provided sufficient RDO hours are retained to cover the scheduled RDOs for January of the following year.

Wage Rates

The wage rates compensate for all special skills and/or disabilities and/or special rates, associated with the industry of the Employer prescribed in the Award, except as provided in this Document (rates are given per hour for ordinary hours of work).

For classification structures and level descriptors see Appendix A.

Construction Worker/Labourer Wage Rates

Classification	1 July 2020	1 July 2021	1 July 2022	1 July 2023	1 July 2024
CW1 (85%)	$33.15	$34.14	$35.17	$36.22	$37.31
CW2 (90%)	$35.10	$36.15	$37.24	$38.36	$39.51
CW3 (92%)	$35.88	$36.96	$38.07	$39.21	$40.38
CW4 (96%)	$37.44	$38.56	$39.72	$40.91	$42.14
CW5 (100%)	$39.00	$40.17	$41.38	$42.62	$43.89
CW6 (105%)	$40.85	$42.08	$43.34	$44.64	$45.98
CW7 (110%)	$42.90	$44.19	$45.51	$46.88	$48.28
CW8 (115%)	$44.85	$46.20	$47.58	$49.01	$50.48

Electrical Worker Wage Rates

Classification	1 July 2020	1 July 2021	1 July 2022	1 July 2023	1 July 2024
Grade 2 (90%)	$35.04	$36.09	$37.17	$38.29	$39.44
Grade 3 (93%)	$36.31	$37.40	$38.52	$39.68	$40.87
Grade 4 (96%)	$37.63	$38.76	$39.92	$41.12	$42.35
Grade 5 (100%)	$39.00	$40.17	$41.38	$42.62	$43.89
Grade 6 (105%)	$40.95	$42.18	$43.44	$44.75	$46.09
Grade 7 (110%)	$43.00	$44.29	$45.62	$46.98	$48.39
Grade 8 (115%)	$45.15	$46.50	$47.90	$49.33	$50.81

Mechanical Worker Wage Rates

Classification	1 July 2020	1 July 2021	1 July 2022	1 July 2023	1 July 2024
MW1 (85%)	$33.15	$34.14	$35.17	$36.22	$37.31
MW2 (90%)	$35.10	$36.15	$37.24	$38.36	$39.51
MW3 (100%)	$39.00	$40.17	$41.38	$42.62	$43.89
MW4 (105%)	$40.85	$42.08	$43.34	$44.64	$45.98
MW5 (110%)	$42.90	$44.19	$45.51	$46.88	$48.28
MW6 (115%)	$44.85	$46.20	$47.58	$49.01	$50.48

Plumbing and Mechanical Services Wage Rates

Classification	1 July 2020	1 July 2021	1 July 2022	1 July 2023	1 July 2024
Plumbing and Mechanical Services Sheet Metal Worker Level 1(a) (55%)	$21.45	$22.09	$22.76	$23.44	$24.14
Plumbing and Mechanical Services Sheet Metal Worker Level 1(b) (75%)	$29.25	$30.13	$31.03	$31.96	$32.92
Plumbing and Mechanical Services Worker Level 3 (100%)	$39.00	$40.17	$41.38	$42.62	$43.89
Plumbing and Mechanical Services Tradesperson Level 1 (100%)	$39.00	$40.17	$41.38	$42.62	$43.89
Plumbing and Mechanical Services Tradesperson Level 2 (105.2%)	$40.95	$42.18	$43.44	$44.75	$46.09
Plumbing and Mechanical Services – Special Class Level 1 (110%)	$42.90	$44.19	$45.51	$46.88	$48.28
Plumbing and Mechanical Services – Special Class Level 2 (115%)	$44.85	$46.20	$47.58	$49.01	$50.48
Advanced Plumbing and Mechanical Services Tradesperson Level 1 (120%)	$46.80	$48.20	$49.65	$51.14	$52.67
Advanced Plumbing and Mechanical Services Tradesperson Level 2 (125%)	$48.75	$50.21	$51.72	$53.27	$54.87

Fire Sprinkler Wage Rates

Classification	1 July 2020	1 July 2021	1 July 2022	1 July 2023	1 July 2024
Sprinkler Fitter Assistant (86.29%)	$33.70	$34.71	$35.75	$36.82	$37.93
Sprinkler Fitting Tradesperson Level 2 (105%)	$40.95	$42.18	$43.44	$44.75	$46.09
Sprinkler Fitting Tradesperson – Special Class Level 1 (110%)	$42.90	$44.19	$45.51	$46.88	$48.28
Sprinkler Fitting Tradesperson – Special Class Level 2 (115%)	$44.85	$46.20	$47.58	$49.01	$50.48

Advanced Sprinkler Fitting Tradesperson – Level 1	$46.80	$48.20	$49.65	$51.14	$52.67
Advanced Sprinkler Fitting Tradesperson – Level 2	$48.75	$50.21	$51.72	$53.27	$54.87

Roofing Wage Rates

Classification	**1 July 2020**	**1 July 2021**	**1 July 2022**	**1 July 2023**	**1 July 2024**
Roof Plumber (1st 12 months of employment only) (75%)	$29.25	$30.13	$31.03	$31.96	$32.92
Roof Plumber (80% competent to trade level) (80%)	$31.20	$32.14	$33.10	$34.09	$35.12
Roof Plumber (fully competent to trade level) (100%)	$39.00	$40.17	$41.38	$42.62	$43.89
Roof Plumber (possessing relevant Certificate III trade qual) (105.2%)	$40.95	$42.18	$43.44	$44.75	$46.09

13. Apprentices and Trainees

13.1. Apprentices/Trainees shall be entitled to all of the applicable rates and conditions of employment prescribed by this Document.

13.2. For clarification, in addition to the applicable rates of pay, Trainees are entitled to receive full daily travel, redundancy contributions, superannuation, welfare fund contributions and any other entitlements in accordance with this document. Such entitlements shall not be paid at rates applicable to Apprentices. Payments will be made into funds nominated in the definitions of this document.

13.3. Training arrangements for Apprentices/Trainees shall be as provided in *QIRC Order (No.B585 of 2003) Apprentices' and Trainees' Wages and Conditions (Excluding Certain Queensland Government Entities) 2003*.

13.4. Apprentices/Trainees shall be entitled to be paid the daily fares and travel allowance whilst attending training.

13.5. The Employer shall be responsible for meeting all costs associated with Apprenticeship/Traineeship training, including any student registration, tuition fee or other course costs.

13.6. During the first year of an Apprenticeship, tools to the minimum retail value of $600.00 shall be supplied by the Employer within a period of three months after the expiry of the probationary period or within a period of six months from the date of commencement of the employment, whichever first occurs.

13.7. During the second and subsequent years (or part of a year) of apprenticeship tools to the retail value of $600.00 shall be supplied by the Employer within a period of three months from the commencement date of each such year (or part of a year) of the indentured Apprenticeship.

13.8. Where an Apprentice has entered a Competency Based Training document, the provision of tools will be on the following basis:

(a) during the term of Apprenticeship, an Employer shall, in respect of each level of the Apprenticeship program, supply the Apprentice with tools of trade, to a minimum retail value of $600.00;

(b) the supply of tools of trade for each level of the program shall be linked to the successful achievement of competencies or, where appropriate, the demonstration of approved levels of progression towards the achievement of competencies as prescribed by the relevant National Training Package or in the relevant Award;

(c) supply of tools will occur no later than three (3) months after the expiry of the probationary period or within a period of six (6) months from the date of commencement of the employment, whichever first occurs, and no later than three (3) months into subsequent levels of the Apprenticeship;

(d) apprentices employed under part-time or school-based arrangements shall be entitled to a supply of tools consistent with the requirements as outlined in clause 13.6 and clause 13.7 above.

13.9. Apprentice Training

The Employer recognises that in order to increase the efficiency and productivity of the Employer, a significant commitment to structured training and skill development is required. They also recognise the importance of the apprenticeship system to the construction industry. Therefore, the Parties agree:

(a) if the Employer employs seven (7) or more tradespeople in any one classification it undertakes to employ an apprentice(s) or make arrangements to host an apprentice from an agreed scheme;

(b) the Employer is committed to ensuring that apprentices receive appropriate on the job training by experienced tradespeople and apprentice numbers are maximised, to this end the Employer will endeavour to maintain at least one apprentice to every seven (7) tradespeople; and

(c) if the Employer does not currently have an apprentice as provided for in paragraph (a) above, reasonable time shall be allowed to enable the Employer to comply with this clause. Further, the Parties are committed to a strong ratio of apprentices in the industry.

Apprentice Wage Rates (Construction, Electrical and Plumbing Trades)

Level	**% of Base Trade Rate**	**1 July 2020**	**1 July 2021**	**1 July 2022**	**1 July 2023**	**1 July 2024**
Stage 1	55%	$21.45	$22.09	$22.76	$23.44	$24.14
Stage 2	65%	$25.35	$26.11	$26.89	$27.70	$28.53
Stage 3	80%	$31.20	$32.14	$33.10	$34.09	$35.12
Stage 4	90%	$35.10	$36.15	$37.24	$38.35	$39.51

Employer Contributions and Allowances

14. Superannuation

14.1. The Employer shall pay superannuation in accordance with the Superannuation Guarantee (Administration) Act 1992 (Cth) as amended from time to time but shall be no less than 9.5% of ordinary time earnings into an eligible fund as defined in this Document.

14.2. The Employer shall pay superannuation in accordance with the *Superannuation Guarantee (Administration) Act 1992 (Cth)* as amended from time to time. Superannuation for employees must be paid in accordance with the provisions of this clause. Contributions shall be no less than the amounts prescribed, except where the superannuation guarantee levy contribution rate set by Commonwealth legislation exceeds the rate set out below.

The Employer will contribute on behalf of each Employee the following amount of ordinary time earnings:

14.2.1 9.5% - effective first full pay period July 2020;

14.2.2 10% - effective first full pay period July 2021;

14.2.3 10.5% - effective first full pay period July 2022; and

14.2.4 11% - effective first full pay period July 2023.

15. Redundancy Contributions

15.1. The Employer will meet all of the liabilities for Redundancy payments and further to ensure that an amount equal to the credit balance of the Employee's account in the Employee's Redundancy fund is paid to the Employee when the Employee is entitled to that payment pursuant to the terms of the Employee's Redundancy fund (as defined in this Document) an amount equal to the following:

(a) $73.00 per Employee effective first pay period January 2020;

(b) $77.00 per Employee effective first pay period January 2021; and

(c) $81.00 per Employee effective first pay period January 2022.

15.2. In the case of contributions made to employees who have either a CERT or BERT redundancy account, the Employer must also contribute the amounts prescribed below. In the case of CFMEU and CEPU Members the payment is to be made to BEWT and in the case of ETU Members payment is to be made to JetCo an amount equal to the following:

(a) $10.00 per Employee effective first pay period January 2020;

(b) $10.00 per Employee effective first pay period January 2021; and

(c) $10.00 per Employee effective first pay period January 2022.

15.3. Apprentice contributions shall be calculated using the following percentage of the trade rate:

(a) 1st stage – 50%;

(b) 2nd stage – 60%;

(c) 3rd stage – 75%; and

(d) 4th stage – 90%.

15.4. Contributions will continue to be paid on behalf of an Employee during any absence on paid leave such as annual leave, long service leave, public holidays, sick leave and bereavement leave. The Employer shall also be required to make contributions while an Employee is absent from work and is claiming workers' compensation for a maximum period of 12 months.

15.5. Where the Employee's balance in the Employee's Redundancy fund reaches $15,000.00 or an amount that equals 10 weeks' wages, the Employee will have the option to continue to have contributions paid to their Redundancy fund. It is the Employee's option only. Where an Employee exercises (or has exercised) this option, his or her Redundancy entitlement will be deemed met for all current and future entitlements arising from the current employment engagement.

15.6. Contributions to the Employee's Redundancy fund must be made, at a minimum, on a monthly basis. Details of the Employer's contribution for each month including when contribution was made and for how much, are to be shown on the Employee's wage statement by the end of the second week of each subsequent month.

16. Training Contributions

16.1 JetCo Inc's purpose is to advance the electrical trades sector through enabling innovative, needs based, leading edge solutions to training, industry leadership development, workplace health and safety, and employee engagement particularly by enabling future orientated skills and competencies development. JetCo Inc's core business objectives are:

- increasing Services Trades sector competency and professionalism;
- improving worker career opportunities and satisfaction; and
- building the sector's workforce of the future.

16.2 The Employer agrees to support JetCo Inc by contributing for each Employee, including casuals, apprentices and trainees, who is paid under the classifications set out in this Document, the weekly amount of $10.00 per week. Contributions will continue to be paid on behalf of an employee during any period of authorised leave.

Plumbing Trades Training Levy

16.3 STQ is a partnership between the CEPU (as the Plumbers Union Qld) and the Services Trades sectors of: plumbing; air conditioning and mechanical services; and fire protection.

16.4 As represented by their respective employer associations: The Master Plumbers Association Queensland; the National Fire Industry Association Queensland; and Air Conditioning and Mechanical Contractors Association Queensland.

16.5 STQ's purpose is to advance the services trades sector through enabling innovative, needs-based, leading edge solutions to training, industry leadership development, workplace health and safety, and Employee engagement particularly by enabling future orientated skills and competencies development.

16.6 STQ's core business objectives are:

- increasing Services Trades sector competency and professionalism;
- improving worker career opportunities and satisfaction; and
- building the sector's workforce of the future.

16.7 The Employer agrees to support STQ by contributing $30.00 weekly for each Employee engaged under a Plumbing, Mechanical Plumbing, Sprinkler Fitting or Pipe Trade classification, including casuals, apprentices and trainees, who is paid in accordance with this document under the classifications set out in this document.

16.8 To avoid all doubt, this amount is paid in addition to all payments set out in this Document.

16.9 Contributions will continue to be paid on behalf of an Employee during any absence of authorised leave, and during any absence of paid leave (including periods on WorkCover (for the first 12 months), CIPQ and QLeave).

16.10 Contributions shall be calculated on a weekly basis and paid monthly into the STQ Fund. Contributions for new Employees shall commence from the first day of the first full pay week of employment whether working the full week or not. Contributions for Employees on termination shall be based on a payment for any commenced week.

17. Allowances

17.1 Fares and Travel Allowance

All employees shall be entitled to receive the fares and travel allowance in accordance with the relevant Award. The travel allowance shall be paid at the rates provided in the allowance table below.

Apprentices shall receive the following percentage of the amount:

i. 1st Stage – 75%;

ii. 2nd Stage – 85%;

iii. 3rd Stage – 90%; and

iv. 4th Stage – 95%

17.2 Leading Hand Allowance

A leading hand is an Employee who is given by the Employer, or the Employer's agent, the responsibility of directing and/or supervising the work of one or more other persons. A person specifically appointed to be a

leading hand, will be paid for all purposes, the leading hand allowance appropriate for the number of persons in the Employee's charge. Additionally, a leading hand will be paid at the hourly rate of the highest classification supervised or the Employee's own hourly rate, whichever is the highest. Leading Hand allowance shall be paid at the rates provided in the table below.

17.3 Power Tools

Where an Employee is specifically required to supply their own power tools (maximum of three commercial quality power tools plus a lead) by the Employer, the Employer will be responsible for all consumables and tagging and will replace all stolen tools if in an Employer lock up. Where the Employer requires the Employee to lend a power tool to another Employee, the Employer is deemed to have taken ownership of the tool and will replace the tool with a new tool of the same brand and model or an agreed alternative. Power tools allowance shall be paid at the rates provided in the table below.

17.4 Tradesperson Allowance

An Employee engaged as a Tradesperson (as defined in the classifications of this Document, who possesses as a minimum qualification a trade certificate will receive an allowance. This allowance will be classified as all-purpose and is inclusive of a tool allowance. The tradesperson allowance shall be paid at the rates provided in the table below.

17.5 Electrician Licence Allowance

17.5.1 Where an Employee is engaged and is working as an Electrical Tradesperson (as defined in the classifications of this Document), and where the Employee is required to hold an appropriate electrician's license, the Employee will receive an allowance. The Electrician Licence allowance shall be paid at the rates provided in the table below.

17.5.2 For the purpose of this allowance, an appropriate Electrician's License will be a QLD Electrician's License, or authorised license recognition from the QLD Department of Fair Trading.

17.6 Qualified Technical Person Allowance

17.6.1 Any Electrical Mechanic who holds the qualifications eligible to be granted an Electrical Contractors' Licence, may be named as a QTP to an electrical contracting company.

17.6.2 The QTP who is required to fulfil the role of endorsee to the electrical contracting company and sign the appropriate paperwork, will be paid the weekly all-purpose allowance, detailed in the table below.

17.6.3 The Employer will support the QTP in meeting their obligations under the *Electrical Safety Act.* The QTP's role will include but not be limited to:

- Investigations of any near miss or incident involving electricity.
- Conduct random inspections of tradesman's work and oversee new tradesman work when they begin
- Be involved with review and implementation of new testing and commissioning procedures and any other procedure that involves electricity.
- Setting up safe systems of work.

Statutory Authorities Allowance

17.7 Any employee engaged in a plumbing, mechanical plumbing, sprinkler fitting or pipe trade classification, who is required to act on a licence issued by an appropriate state authority, will be paid an additional amount per week, detailed in the table below, for each week of their employment, regardless of whether or not they have in fact acted on such licence(s) during that particular week. 'Acting on one's licence' means signing notices and assuming responsibility to relevant authorities. The Employer will commence paying this allowance as soon as the Employee begins performing work which they are authorised by their license(s) to perform.

17.8 Plumbing, Fire and Pipe Trades Licence Allowance

(a) This allowance applies to employees within the classifications set out in this Document.

(b) An employee who is required to act on their Plumbing, mechanical, gasfitting or Sprinkler Fitters Licence(s) issued by the appropriate state authority will receive an allowance of $1.90 per hour. This licence will be classified as all-purpose.

(c) This allowance shall be paid for each day of employment whether they have in fact acted on the allowance.

17.9 Welding Allowances

Mechanical tradespersons required to perform welding work that is tested shall be paid the allowances detailed in the table below. The allowances shall be paid for all purposes.

17.9.1 Welder tested: A person who, because of the requirements of the employer, has met and remains capable of meeting a practical test, e.g. the relevant regulatory requirements for AS 1554SP.

17.9.2 Welder Special Class: A person who has passed the tests required either prior to or after commencing employment, to weld to the satisfaction of the relevant regulatory authority to the requirements of the relevant Certificates 1-9 AS 1796, or welding standards of equivalent or greater testing integrity and who is engaged on work requiring such qualification; or qualified to the relevant regulatory standard and is required to perform pressure vessel welding or pipe welding.

17.9.3 Welder Special Class – Exotic Materials: A person who has passed the tests required by the employer, and remains so qualified, and is engaged on work requiring such qualification in relation to welding either alloy pipework to ASME-B31 standard, or pressure vessels and tanks to the relevant standards, in relation to the following materials:

17.9.3.1 Stainless Steel (304, 310, 316 and 904 grade)

17.9.3.2 Aluminium

17.9.3.3 Chrome Molybdenum

17.9.3.4 Nine per cent (9%) Ni Steel

17.9.3.5 A333 Grade 6

17.9.4 Testing for the work associated with these allowances may be required prior to employment and during employment, to ensure that qualifications are relevant and up to date.

17.10 Certificate Allowance

An employee who is the holder of a scaffolding certificate or rigging certificate issued by the appropriate certifying authority and is required to act on that certificate whilst engaged on work requiring a certificated person is entitled to a certificate allowance. This allowance shall be paid the allowances detailed in the table below.

17.11 Living Away from Home Allowance

17.11.1 Where an Employee is engaged on distant work, the Employer will supply the provision of reasonable board and lodgings, at no cost to the Employee.

17.11.2 Reasonable board and lodging means, a minimum of three adequate meals per day, and a single room (not shared) which is quiet with air conditioning/heating, suitable ventilation, comfortable and clean bedding, appropriate lighting and furnishings, an ensuite with a toilet, shower and basin both with running hot and cold water, a television and tea and coffee making facilities. All facilities must be clean and fully functioning.

17.11.3 Where reasonable board and lodging are not available, the Employer and the Employee may agree to alternative arrangements, provided that the Employee is not placed in a financial disadvantage as a result of the alternative arrangement.

17.11.4 Where an Employee is engaged on distant work, the Employer will pay the Employee, in addition to all other entitlements, a daily allowance as provided.

17.11.5 Employees rostered for distant work must be notified in writing by the Employer. The Employer will endeavour to ensure that no Employee will be required to work on distant work for more than 14 consecutive days or have less than 7 consecutive days between engagements on distant work.

17.11.6 An Employee may refuse to work in circumstances where the working would result in the Employee working hours which are unreasonable having regard to matters including:

i. any risk to Employee health and safety including the risk of fatigue i.e. excessive hours, exposure to noise, fumes, or any matter that can impair an Employee's ability to work safely and/or create a danger to Employees;

ii. the Employee's personal circumstances including any family responsibilities;

iii. the needs of the workplace or enterprise;

iv. the notice (if any) given by the Employer, and by the Employee of his or her intention to refuse it; and

v. any other relevant matter.

17.11.7 All time spent by Employees travelling to and from distant work will be paid as if worked during the time the travel is taken.

17.11.8 The living away from home allowance (per night) shall be paid at the rates provided for in the allowance table.

17.12 Engagement of More than One Mobile Crane

17.12.1 Where more than one mobile crane is engaged on any single lift the following additional payments shall be made:

17.12.1.1 Where two mobile cranes are engaged the crane crew thereof shall be paid at the following additional amount per lift:

- From 1/7/2020 - $ 4.34.
- From 1/7/2021 - $ 4.51.
- From 1/7/2022 - $ 4.69.

17.12.1.2 Where three mobile cranes are engaged the crane crew thereof shall be paid at the following additional amount per lift:

- From 1/7/2020 - $ 8.34.
- From 1/7/2021 - $ 8.67.
- From 1/7/2022 - $ 9.02.

17.12.1.3 Where four mobile cranes are engaged the crane crew thereof shall be paid at the following additional amount per lift:

- From 1/7/2020 - $ 12.82.
- From 1/7/2021 - $ 13.33.
- From 1/7/2022 - $ 13.86.

17.12.1.4 Where more than four mobile cranes are engaged the crane crew shall be paid at the following additional amount per lift:

- From 1/7/2020 - $ 16.94.
- From 1/7/2021 - $ 17.62.
- From 1/7/2022 - $ 18.32.

Table of Allowances

Allowance	1 July 2020	1 July 2021	1 July 2022	1 July 2023	1 July 2024
Daily Fares and Travelling Allowance	$35.00	$36.05	$37.13	$38.25	$39.39
Travelling outside radial areas (per Km)	$0.80	$0.82	$0.84	$0.87	$0.90
Living Away from Home Allowance (per day)	$77.60	$79.93	$82.33	$84.80	$87.35
Leading Hand Allowance (hour)					
In charge of not more than 1 person	$0.76	$0.78	$0.80	$0.82	$0.85
In charge of 2-5 persons	$1.65	$1.70	$1.75	$1.80	$1.90
In charge of 6-10 persons	$2.10	$2.16	$2.22	$2.29	$2.35
In charge of 11 plus persons	$2.79	$2.88	$2.97	$3.06	$3.15
First Aid Allowance					
Senior First Aid	$4.15	$4.27	$4.40	$4.53	$4.67
Occupational First Aid	$6.55	$6.75	$6.95	$7.16	$7.37
Meal Allowance	$21.36	$22.00	$22.66	$23.34	$24.04
Tradesperson Allowance (hour)	$3.28	$3.28	$3.28	$3.28	$3.28
Electricians License (hour)	$1.90	$1.90	$1.90	$1.90	$1.90
Certificate allowance (hour)	$0.99	$0.99	$0.99	$0.99	$0.99
JETCO (week)	$10.00	$10.00	$10.00	$10.00	$10.00
Power Tools	$0.99	$1.02	$1.05	$1.08	$1.11
Plumbing, Fire and Pipe Trade Licence Allowance (hour)	$1.90	$1.90	$1.90	$1.90	$1.90
Statutory Authorities (week)	$49.08	$49.08	$49.08	$49.08	$49.08
STQ (week)	$30.00	$30.00	$30.00	$30.00	$30.00

Lift Industry Allowances					
All-purpose Leading Hand Allowance (hour)					
Less than 5 employees	$2.45	$2.52	$2.60	$2.68	$2.76
More than 6 – less than 10	$3.05	$3.14	$3.24	$3.33	$3.43
More than 10	$3.67	$3.78	$3.89	$4.01	$4.13
Electrical Employees Allowance					
Qualified Technical Person Allowance	$262.50	$270.38	$278.49	$286.84	$295.45
Mechanical Employees Allowances (hour)					
Welder - tested	$1.42	$1.48	$1.52	$1.57	$1.62
Welder - Special Class	$2.48	$2.55	$2.63	$2.71	$2.79
Welder – Special class Exotic materials	$4.35	$4.48	$4.61	$4.75	$4.90

Health and Safety Representative

Where an employee is elected by Employees of the Employer as a HSR, and agrees to undertake the required training to fulfil the role, the Employee will be classified as the higher of CE4/EW4 (as the context requires), or the Employee's usual classification. In addition, an HSR is entitled to an all-purpose hourly allowance of:

1 July 2020	1 July 2021	1 July 2022	1 July 2023
$2.51	$2.59	$2.66	$2.74

Union Delegate

Where an employee is elected by Employees of the Employer as a Union Delegate, and the Union notifies the Employer of this election, the Employee will be classified as the higher of CW4/EW4 (as the context requires), or the Employees usual classification. In addition, a Union Delegate is entitled to an all-purpose hourly allowance of:

1 July 2020	1 July 2021	1 July 2022	1 July 2023
$2.51	$2.59	$2.66	$2.74

For clarity, an Employee is only entitled to one all-purpose hourly allowance. Notwithstanding, no Union Delegate will suffer a reduction in pay as a result of the implementation of this clause.

Types of Leave

18. Annual Leave

18.1 A full time Employee is entitled to annual leave at the rate of four (4) weeks at the ordinary wage rate for each year of continuous service as consistent with the FW Act. The period of annual leave shall be exclusive of any public holiday that may occur during that period. Part-time Employees are entitled to a pro rata amount of annual leave in accordance with the National Employment Standards (NES).

Notwithstanding the above, an employee defined as a shift worker for the purposes of the NES will be entitled to an additional week of annual leave as provided for in the NES. A shift worker shall mean an employee engaged to work in a system of consecutive shifts throughout the 24 hours of each of at least six consecutive days without interruption (except during breakdown or meal breaks or due to unavoidable causes beyond the control of the Employer) and who is regularly rostered to work those shifts.

18.2 In addition to paid annual leave, the Employee will receive an annual leave loading of 17.5%, calculated at the Employee's ordinary rate of pay, exclusive of allowances.

18.3 Annual leave accrues on a weekly basis and accumulated annual leave hours will be credited to an Employee upon the completion of each one (1) week period of service with the Employer.

18.4 The Employer may direct an Employee to take accrued leave.

18.5 Unused annual leave carries forward each year.

18.6 It is recommended that Employees provide at least four weeks' notice of their intention to take annual leave and must ensure that their request for leave has been approved prior to the leave being taken. Annual leave must be taken at a time mutually agreed between the parties and in accordance with operational requirements.

18.7 The Employer may direct Employees to take accrued annual leave during the holiday shutdown period. If an employee does not have sufficient accrued leave for the period of the shutdown, then the employee may be required to take leave without pay for the balance of the shutdown period for which leave is not accrued. The shutdown period is generally seven (7) days but the precise number of days will be agreed and communicate to Employees at least one month prior to the shutdown period.

18.8 At the written agreement between the Employer and Employee, annual leave may be taken as a payment in lieu of leave subject to the following;

(a) balance of four (4) weeks leave must be maintained; and

(b) the payment in lieu will be equal to the pay for that period of time as prescribed in subclause 18.9.

18.9 Cashed out annual leave will be paid at the Employee's ordinary rate of pay plus 17.5% annual leave loading, exclusive of allowances.

18.10 Casual Employees do not accrue any annual leave.

19. Long Service Leave

19.1. All Employees covered by this Document are entitled to long service leave on full pay under, subject to, and in accordance with, the provisions of *Industrial Relations Act 2016 (Qld)* as amended from time to time, or the provisions of the *Building and Construction Industry (Portable Long Service Leave) Act 1991 (Qld)*. *Section 95 subsection (4) of the Industrial Relations Act 2016 (Qld)* does not apply to Employees covered by this Document.

20. Other Leave

20.1. Permanent Employees shall be entitled to paid personal leave when they are absent from work due to:

(a) personal illness or injury (sick leave);

(b) for the purposes of caring for partners, children and/or other household or family members who are sick or in a personal emergency and require the Employee's care and support (carer's leave); or

(c) Bereavement leave.

20.2. Personal leave shall accrue as follows:

(a) Three days in the first month and then one additional day at the beginning of each of the next nine-calendar months will be available in the first year of employment;

(b) 12 days at the beginning of the Employees second and each subsequent year will commence on the anniversary of engagement; and

(c) All unused personal leave is cumulative.

20.3. If required by the Employer, when an Employee is absent for more than two-consecutive days the Employee is required to give the Employer a doctor's certificate, or other reasonably acceptable evidence, about the nature and approximate duration of the illness.

20.4. Unpaid carer's leave will be in accordance with the NES.

20.5. Parental Leave will be in accordance with the FW Act.

21. Family Violence Leave

21.1. For the purposes of this clause, family violence is behaviour by a person towards a family member of that person if that behaviour:

(a) is physically or sexually abusive;

(b) Is emotionally or psychologically abusive;

(c) is economically abusive;

(d) is threatening;

(e) is coercive;

(f) in any other way controls or dominates the family member and causes that family member to feel fear for the safety or wellbeing of that family member or another person; or

(g) behaviour by a person that causes a child to hear or witness, or otherwise be exposed to the effects of, behaviour referred to above.

21.2. For the purposes of this clause, a "family member", in relation to a person (a "relevant person"), means:

(a) a person who is, or has been, the relevant person's spouse or domestic partner;

(b) a person who has, or has had, an intimate personal relationship with the relevant person;

(c) a person who is, or has been, a relative of the relevant person;

(d) a child who normally or regularly resides with the relevant person or has previously resided with the relevant person on a normal or regular basis; or

(e) a child of a person who has, or has had, an intimate personal relationship with the relevant person.

21.3. For the purposes of clauses 21.2(b) and 21.2(e), a relationship may be an intimate personal relationship whether or not it is sexual in nature.

21.4. Confidentiality

The Employer must take all reasonable measures to ensure personal information concerning an Employee's experience of family violence is kept confidential.

21.5. Leave

(a) An employee experiencing family violence will have access to 10 days per year of paid family violence leave paid at the Employee's minimum wage rate prescribed for their classification by this Document applicable to their classification to attend legal proceedings, counselling, and appointments with a medical or legal practitioner, relocation, the making of safety arrangements and other activities associated with the experience of family and domestic violence.

(b) Family violence leave is in addition to any other existing leave entitlements and may be taken as consecutive or single days or as a fraction of a day.

(c) The Employee shall give as much notice as reasonably possible prior to taking the leave under this clause.

(d) In addition, the Employer may require the Employee to produce evidence to support the need for family violence leave such as a document issued by the police, a court, a doctor (including a medical certificate), a family violence support service, or a statutory declaration.

(e) For the avoidance of doubt, family violence leave does not cumulate from year to year and is not paid out on termination of employment.

For clarity, unpaid family and domestic violence leave is available in accordance with the Awards.

Ending Employment and Other Matters Relating to Employment

22. Termination of Employment

22.1. Employment may be terminated by the Employer due to performance/general misconduct, serious and wilful misconduct, or Redundancy.

22.2. Performance/General Misconduct

In the event that an Employee fails to maintain satisfactory performance levels in the case of general misconduct (e.g., lateness for work), the following 3 step counselling procedure will be applied. This procedure does not apply for Redundancy situations. An Employee may elect at any step to have their employee representative or any other person or persons of his or her choice, present. The Employee must be given an opportunity to respond to each allegation. At the request of the Employee, copies of any written warnings will be given to the employee representative or any other party to this Document.

22.3. Step 1 – First Written Warning

(a) The Employer will have a discussion with the Employee, and the Employer will advise the Employee of the problems that the Employer believes exist in relation to the Employee's conduct. If appropriate the Employer will then issue a written warning detailing:

i. The issues of concern; and

ii. The standards of improvement required.

(b) If the Employee fails to meet the standards of improvement in accordance with Step 1 within a reasonable period of time, the Employer will have a further discussion with the Employee in which it will advise the Employee of the problems the Employer believes exists in relation to the Employee's conduct.

22.4. Step 2 – Final Written Warning

(a) If the Employee fails to meet the standards of improvement in accordance with Step 1 within a reasonable period of time, the Employer will have a further discussion with the Employee in which it will advise the Employee of the problems the Employer believes exists in relation to the Employee's conduct.

If appropriate the Employer will then issue a final written warning detailing:

i. The issues of concern; and

ii. The standards of improvement required; and

iii. That it is a final written warning and that failure to meet the standards of improvement stated therein may lead to dismissal.

(b) If an Employee does not repeat the same offence which produced the need for the final warning, within 6 months of the warning, the final warning advice becomes null and void and cannot be considered grounds for dismissal.

22.5. Step 3 – Dismissal

If after receiving a final warning, the Employee repeats the same conduct within a period of 6 months, then the Employee may be dismissed. A written notice of dismissal will be provided to the Employee by the Employer outlining the reasons for the dismissal.

22.6. The Employer shall provide to each terminated Employee a written statement specifying the period of employment and the classification or type of work performed by the Employee.

22.7. The Employer shall pay each terminated Employee all accrued entitlements and other wages owing within two business days of termination or the Employee shall be entitled to claim payment for all time spent waiting for the wages up to a maximum of 8 hours pay per day (including Saturday and Sunday). This claim shall be regardless of whether or not the Employee remains on the job.

22.8. The Employer shall pay each dismissed Employee for any public holiday that occurs in the period of annual leave that would have been payable had the Employee commenced annual leave on the date of termination. Where the Employee's leave balance would not include public holidays occurring within the 10 working days (excluding weekends) following termination, the Employee shall receive payment for these days.

22.9. In cases where the Employer is considering transferring, or terminating the services of an elected Union Delegate, employee representative, or a HSR, a five-day mandatory consultation period shall be initiated by the Employer with the Union prior to any final decision on transfer or termination being made. The affected Employee will be immediately advised of the initiation of the consultation period and shall remain on the job during the consultation process. If the Employer fails to comply with any of these requirements, the notice period that the Employer must give to the affected Employee shall be increased to four weeks.

23. Time and Wages Records

23.1. Particulars of details of payment to each Employee must be included on the envelope including the payment or in a statement handed to the Employee at the time payment is made and will contain the following information:

(a) name of Employer;
(b) name of Employee;
(c) employee’s classification;
(d) date of payment and period covered by wage statement;
(e) details of the number of ordinary hours worked;
(f) details of the number of overtime hours worked;
(g) the ordinary hourly rate and amount paid at that rate;
(h) the overtime hourly rates and the amounts paid at that rate;
(i) the gross wages paid;
(j) the net wages paid;
(k) details of any deductions made from wages;
(l) details of all accrued entitlements such as RDOs, personal leave, annual leave etc.; and

(m) details of the Employer Superannuation contribution, including when the contribution was made and the amount details of the Employee contribution, including when contribution was made and the amount.

23.2. In addition, the Employer must also maintain the following time and wage records:

(a) the Employee's date of birth;

(b) date when the Employee became an Employee of the Employer, if appropriate, the date when the Employee ceased employment with the Employer;

(c) the Employee's tax file number;

(d) the Employee's Superannuation Membership number;

(e) daily details of work including;

i. Daily start time and finish time;

ii. Time lunch and crib breaks taken;

iii. Total ordinary hours worked and resulting wage;

iv. Total time and a half hour worked and resulting wage;

v. Total double time hours worked and resulting wage;

(f) details of allowances paid;

(g) details and payment for RDOs, Personal and annual leave, public holidays;

(h) details of deductions;

(i) details of additions;

(j) total gross allowances paid per week and year to date;

(k) total gross wages paid per week and year to date;

(l) tax deducted from wages per week and year to date;

(m) net wages per week and year to date;

(n) RDO's, sick and annual leave accrued per week and year to date; and

(o) Superannuation and Redundancy contributions paid per week and year to date.

24. Sham Contracting

24.1. Sham contracting occurs when an Employer engages an individual to perform work under a contract for services where the true character of the engagement or proposed engagement is that of employment.

24.2. The Employer recognises that the practice of sham contracting is unlawful and undermines the job security of the Employees covered by this Document. The Employer will ensure that sham contracting does not occur and agree that sham contracting is prohibited by this Document. The Employer will not enter into a contract with another person ("the Contractor") under which services in the nature of building work are to be provided to the employer, if:

(a) the services are to be performed by an individual (who is not the Contractor); and the individual has any ownership in, or is an officer or trustee of, the contractor; and

(b) if the contract were entered into with the individual, the contract would be a contract of employment.

24.3. The Employer will maintain records about any Contractors that it has engaged in the preceding month which will include:

(a) the name of the Contractor;

(b) the owner(s) of the Contractor;

(c) the works that the Contractor was engaged to perform;

(d) basis on which the Contractor was paid for the work e.g. lump sum/fixed price, daily rate, other; and

(e) advice as to whether the works that the Contractor was engaged to perform were previously performed by an Employee covered by this Document.

24.4. The Employer will, within 7 days of receiving a written request from an Employee, provide a copy of the records which it is required to keep pursuant to the previous sub clause. Nothing in this sub clause requires the Employer to provide information in a manner that is inconsistent with the *Privacy Act 1988 (Cth)*.

24.5. Where in breach of this clause a sham contract was in place, such that that Contractor was in fact an Employee under this Document, the calculation for back pay will be calculated on the basis of the difference between what they were paid under sham contract arrangement and:

(a) 175% of the applicable rate; plus

(b) The site allowance (if applicable); plus

(c) The multi-storey allowance (if applicable); plus

(d) Contributions to the nominated Superannuation fund and redundancy contribution fund.

25. Security of Payments

25.1. The Employer recognises that the under, non or late payment of building industry participants for services rendered can affect the entitlements of workers and the security of their employment.

25.2. The Employer acknowledges its obligations under the *Building Industry Fairness (Security of Payment) Act 2017 (Qld)*.

25.3. The Employer will not engage in illegal or fraudulent phoenix activities for the purpose of avoiding any payment due to another building contractor or building industry participant or other creditor.

25.4. The Employer will:

(a) comply with all applicable laws and other requirements relating to the security of payments that are due to subcontractors;

(b) ensure that payments which are due and payable are made in accordance with applicable legislative requirements including the Code and are not unreasonably withheld;

(c) have a documented dispute settlement process in accordance with all applicable legislative requirements including the Code that details how disputes about payments will be resolved, includes a referral process to an independent adjudicator for determination if the dispute cannot be resolved between the parties and must comply with that process; and

(d) as far as practicable, ensure that disputes about payments are resolved in a reasonable, timely and cooperative way.

25.5. The Employer will keep records demonstrating its compliance with clause 25.4 above. The Employer will, within 7 days of receiving a written request from an Employee who has a reasonable belief of a non-compliance with clause 25.4 above, provide evidence demonstrating its compliance. Nothing in this clause requires the Employer to provide information in a manner that is inconsistent with the *Privacy Act 1988 (Cth).*

26. Salary Sacrifice Arrangements

26.1. Employees covered by this Document will have access to salary sacrifice arrangements in addition to the compulsory arrangement detailed above. The requirements of any such arrangements shall ensure that:

(a) Accessing a salary sacrifice arrangement is a voluntary decision to be made by the individual Employee.

(b) The Employee wishing to enter into a salary sacrifice arrangement will be required to notify his/her Employer in writing of the intention to do so and have sought expert advice in relation to entering

into such an arrangement.

(c) The Employer shall meet the cost of implementing the administrative and payroll arrangements necessary for the introduction of salary sacrifice to the Employees under the Document.

27. Engagement of Non-Citizens or Non-Residents

27.1. In this clause the term temporary engagement of non-citizens or non-residents means a person that is not an Australian citizen or Australian permanent resident (within the meaning of the *Migration Act 1958 (Cth)* who is employed or engaged to undertake building work by the Employer.

27.2. The Employer recognises that the engagement of temporary non-citizens or non-residents may undermine the job security of the Employees covered by this Document. The parties wish to limit the circumstances in which non-citizens or non-residents can be engaged so as to ensure the job security of the Employees covered by this Document.

27.3. The Employer will not engage temporary non-citizens or non-residents unless:

(a) the position is first advertised in Australia; and

(b) the advertising was targeted in such a way that a significant proportion of suitably qualified and experienced Australian citizens and Australian permanent residents (within the meaning of the *Migration Act 1958 (Cth)* would be likely to be informed about the position; and

(c) any skills or experience requirements set out in the advertising were appropriate to the position; and

(d) the employer demonstrates that no Australian citizen or Australian permanent resident is suitable for the job;

(e) temporary non-citizens or non-residents will be engaged in accordance with this Document.

27.4. The Employer will, within 7 days of receiving a written request from an Employee provide evidence demonstrating its compliance with this clause 27 of this Document. Nothing in this clause requires the Employer to provide information in a manner that is inconsistent with the *Privacy Act 1988 (Cth).*

Where an employer engages temporary non-citizens or non-residents in breach of this clause, the position shall, as soon as practicable, be re-advertised and filled by the employer strictly in accordance with this clause.

28. Compliance with this Document

28.1. Complaints, queries and concerns regarding entitlements paid in relation to the Award or this Document shall be raised and resolved in accordance with the disputes procedure in this Document. Authorised industrial personnel shall be provided access to time and wage records in accordance with all legal requirements. Authorised industrial inspectors or permit holders shall be provided access to time and wages records in accordance with the FW Act.

28.2. In addition to above, the Parties recognise their ongoing legal requirement to be compliant with Australian laws and regulations.

28.3. The Employer will conduct an audit using the Audit Form to confirm compliance with:

(a) Awards and workplace arrangements which have been certified, registered or otherwise approved under the relevant industrial legislation;

(b) Legislative requirements such as:

i. *the Fair Work Act 2009;*
ii. QLD Workers Compensation;
iii. Superannuation; and
iv. Long Service Leave.

28.4. This audit will be conducted annually and/or when there is a request by an Employee that there is a reasonable suspicion of non-compliance. The audit will be undertaken in accordance with ISO9001-2008 by an auditing company agreed between the Employer and the majority of Employees. A copy of the audit record will be provided to all Employees, and any representative nominated by the Employee.

29. Positing of Documents and Notices

29.1. A true copy of this Document shall be exhibited in a conspicuous and convenient place on the premises of the Employer and on every Employee's worksite so as to be easily read by Employees.

30. Severability

It is the intention of those covered by this Document that the Document contains only permitted matters under the FW Act. The severance of any term of this Document that is, in whole or in part, of no effect by virtue of the operation of section 253 of the FW Act shall not be taken to affect the binding force and effect of the remainder of the Document. To the extent it is possible, all terms should be interpreted in a manner that would make them permitted matters.

Safe Workplace Standards

Hot Weather Guidelines, Toolbox Meetings, Quality Building Materials

1. Hot Weather Guidelines

1.1 Under this Document when air temperature reaches

(a) 35°C; or

(b) 28°C and 75% humidity or more, after three hours from commencement of the shift in South East Queensland it shall constitute inclement weather (Extreme Hot Weather).

This definition will be subject to review in other regions. This clause must be incorporated in the Employer's OHS Procedures for all applicable projects.

1.2 Before finishing work, Employees should be alerted to possible Extreme Hot Weather forecasted for the following day by the PCBU, Site manager, and HSRs. This will allow preparation for works to be modified to reduce this category of heat exposure in accordance with clause 1.6 below. For forecasting, planning and guidance the Bureau of Meteorology (BOM) shall be used for weather observations. BOM weather stations used for weather observations shall be the closest to the project and or with similar weather conditions.

1.3 When Extreme Hot Weather is forecasted for the following day, the Employer's Site Manager, WHS Committee and WHS Representatives will consult and determine what actions are to be taken to reduce exposure and modify the workload prior to the Extreme Hot Weather, which may include:

(a) rescheduling work so the hot tasks are performed during the cooler part of the day;

(b) where possible, reducing the time spent doing hot tasks (for example, by job rotation);

(c) where possible, arranging for more workers to do the job;

(d) providing extra rest breaks in a cool area;

(e) providing cool drinking water and ice (machines) near the work site;

(f) increasing air movement by fans or coolers;

(g) installing shade cloth to reduce radiant heat from the sun; and

(h) consideration should be given to working an eight-hour day.

1.4 Once the temperature reaches Extreme Hot Weather, the following process will be followed:

(a) where the temperature reaches 35°C, there will be an orderly cessation of work and preparations for safe completions of critical tasks currently under way and/or applicable modifications to the workload as described in clause 1.8 below.

(b) where the temperature is 28°C and 75% humidity or more after three hours from the commencement of a shift, there will be an orderly cessation of work and preparations for safe completions of critical tasks currently under way and/or applicable modifications to the workload as described in clause 1.5 below.

1.5 If there are areas of the workplace that are below any Extreme Hot Weather, work shall continue as normal in those areas. Employees unable to work elsewhere may be transferred to these areas if work is available. Employees may walk a reasonable distance through the open to and from amenities, provided it does not pose an imminent risk to their health or safety. The primary objective is to ensure that there is no reasonable concern for an Employee undertaking the work of an imminent risk to their health or safety.

1.6 Extreme Hot Weather shall be measured on site by a temperature gauge and/or BOM weather station (if close proximity to project with similar climatic conditions) compliant to Australian Standards and shall be undertaken in accordance with the manufacturer's operating instructions. The Parties agree that a measurement taken using the Wet Bulb Globe Temperature index will be an acceptable method of measuring extreme high temperature.

2. Toolbox Meetings

2.1. At least one toolbox meeting will be convened by the Employer per site, each month to facilitate and foster communication and consultation. Items to be discussed at each meeting may include; programming of site work, site issues, work health and safety, job design, productivity issues, management policies, Document compliance, wages and conditions, compliance with statutory obligations and any other relevant issue raised. Notice of the meeting will be given at least one (1) week prior to the scheduled date.

3. Quality Building Materials

3.1. The Parties recognise the complex issue of non-conforming building products (NCBPs). NCBPs are building products about which false claims have been made as to their quality and purpose or do not meet required standards for their intended use. A building product is non-conforming if, in association with a building, the product:

(a) is not, or will not be, safe;

(b) does not, or will not, comply with relevant regulatory provisions; or

(c) does not perform, or is not capable of performing, for the use to the standard represented.

The Parties recognise that domestically sourced and manufactured conforming building products are less likely to create the above conditions and accordingly wish to maximise the use of domestically sourced and manufactured building materials by the Employer.

3.2. The Employer will only use products in building work that comply with relevant Australian standards published by, or on behalf of, Standards Australia in accordance with the National Construction Code.

3.3. In order to maintain compliance with the Code, and in line with other regulatory requirements, the Employer will maintain records in accordance with relevant legislation.

3.4. The Employer will, within 7 days of receiving a written request from an Employee, provide a copy of the records which it is required to keep pursuant to the previous clause 3.3 above.

Impairment Policy

1. Principles

1.1. The health, wellbeing and safety of employees are of paramount importance to the employer, employees and their Unions. This policy is part of a broad work, health and safety (WHS) program to secure the highest level of health and safety in the workplace.

1.2. The policy adopts a WHS approach that involves identifying, assessing and controlling all workplace hazards, using the hierarchy of control, and then reviewing these controls to ensure ongoing improvements.

1.3. The focus of this policy is on the WHS risks associated with impairment and should be read in conjunction with other company policies concerning health and safety, particularly in relation to fatigue management, risk management and safe systems of work.

1.4. This policy has been compiled in a manner that is non-punitive and supportive of employees. This policy shall not be used in a discriminatory manner. Anti-Discrimination Law protects against discrimination on the basis of addiction and may also protect against discrimination on the basis of impairments caused by drug and alcohol addiction or use.

1.5. The policy and procedures adopt a peer-based intervention approach based on fairness and equity for all employees.

2. Scope

2.1. This policy will apply to all employees (including managers and supervisors), contractors and labour hire staff. The policy applies to these groups at all times when they are engaged in company business, whether on or off site and when driving company vehicles.

3. Structure

The Impairment Policy is categorised in order with the intended implementation:

3.1. Training & Awareness

(a) (Extensive research has shown training and awareness of impairment related issues provides the most effective means of behavioural change and encourages better decision making. The two types of training in accordance with this policy to do this are:

i. Workplace Impairment Training (WIT) - all workers onsite will do this training;

ii. Preliminary Impairment Assessment (PIA) - HSRs, delegates and the PC's safety staff will undertake this training.

3.2. Testing

Testing for drugs and alcohol is used to support and measure the results of the education and awareness program.

3.3. Support Services

Rehabilitation, counselling and Employee Assistance Programs. Support is strictly non- punitive and can be accessed at any time (self-identification of the need for help is strongly encouraged).

4. Objectives

4.1. The objectives of this policy are as follows:

(a) To provide a safe and healthy working environment for all workers;

(b) To work collaboratively in the implementation and co-ordination of this policy with employees, employers and their elected representatives to achieve the objectives of this policy;

(c) To eliminate and control risks which may lead to impairment affecting health and safety in the workplace;

(d) To ensure that there is a mechanism for managing impairment at work that is transparent, objective and in accordance with the purpose of this policy;

(e) To ensure that all persons are provided with adequate information and education on the health and safety issues surrounding impairment, and on the operation of this policy;

(f) To ensure that employees have access to rehabilitation, support and counselling of their choice on a voluntary basis that is independent, professional and confidential, without jeopardising their employment;

(g) To ensure confidentiality of information concerning the application of this policy to a worker is maintained.

5. Responsibilities

5.1. The employer shall:

(a) Provide a work environment that is safe and without risks to health and safety;

(b) Provide information about the testing requirements to all existing employees, contractors and labour hire staff and to all new staff at the point of induction;

(c) Ensure that this policy is implemented fairly and equitably across all sections of the workforce;

(d) Comply with the four policy implementation steps outlined below;

(e) Have adequate resources (e.g., a room that allows for confidential impairment assessments to be discussed, if necessary, suitable transport to safely remove impaired employees from the workplace to be able to meet the objectives of this policy.

5.2. Employees shall:

(a) Co-operate reasonably with the employer in the implementation of this policy;

(b) If any employee reasonably believes that any person on the site may be a health and safety risk to themselves or others, they should inform their employer and their relevant Preliminary Impairment Assessor (PIA) of this belief;

(c) Not possess, consume, or be under the influence of, alcohol or other drugs while working;

(d) Ensure that they do not work, if they believe that they may be impaired;

(e) Consult their doctor or pharmacist about possible side effects of using prescribed or over-the-counter medication;

(f) Inform their employer and their Preliminary Impairment Assessor (PIA) if they have been made aware by their treating doctor or pharmacist of possible impairment as a side effect of medication, or if they feel impaired by medication.

6. Policy Implementation Will Involve the Following Steps

6.1. PC/Employer and Union shall agree on a policy start date.

6.2. Engagement of an agreed training and rehabilitation/treatment service providers.

6.3. Provision of on-going Workplace Impairment Training (WIT) and Preliminary Impairment Assessors training (PIA). Ongoing promotion of this policy.

6.4. A purpose of the policy and procedure is to provide protocols and procedures for workplace alcohol and other drug testing that are evidence-based, consistent with best practice, comply with relevant Australian Standards, and contribute to workplace safety and worker wellbeing.

6.5. The following drug and alcohol testing programs will be adopted:

(a) Self-testing;

(b) Random Shift testing;

(c) For-cause testing;

(d) Post-incident testing;

(e) Reasonable concern testing;

(f) Testing of Minors

6.6. Any employee who is assessed as being impaired shall be advised to contact the rehabilitation/treatment provider.

6.7. The employee will be permitted to access personal leave in the first instance and then take accrued personal leave entitlements for the period of time they are accessing the treatment provider.

6.8. With the endorsement/acceptance of the Impairment Policy the Principle Contractor (PC) will undertake to not pass the implementation and cost of drug and alcohol testing to its subcontractors.

6.9. It will also ensure compliance with this policy as follows:

(a) Subcontractors will be contractually required to comply with this procedure as a condition of contract/EBA;

(b) All direct employees of the PC as a condition of their employment must agree to adhere to the terms and conditions of the impairment policy.

Notwithstanding anything else contained in the policy, the costs of all testing contained within this policy shall be borne by the PC unless otherwise specified in this document.

7. Definition of a Worker

7.1. Anyone who carries out work for a Person Conducting a Business or Undertaking, such as:

(a) an employee (either salaried or wages);

(b) a contractor or subcontractor;

(c) an employee of a contractor or subcontractor;

(d) an employee of a labour hire company;

(e) an apprentice or trainee;

(f) a student gaining work experience;

(g) an outworker;

(h) a volunteer;

(i) a visitor to a workplace.

8. Training

8.1. The training provider shall be the Workplace Impairment Officer or other agreed provider between the Union and the PC/employer. Impairment awareness training sessions will be delivered to all workers (including principle contractor workers), sub-contractors and labour hire workers at least once every two years.

8.2. In addition to the below training course outlines, principal contractors will be required to develop a site-specific information session to be delivered as part of the site induction outlining their Drug and Alcohol testing procedures for the site.

8.3. The below requirements will be audited on an annual basis. Requirements for an approved training provider:

(a) Must have previous experience delivering Workplace Impairment Training;

(b) Must consult with professional organisations to develop all training courses;

(c) Must be able to demonstrate a continuous improvement plan for each training course.

8.4. Trainers must have the following qualifications:

(a) Cert IV in WHS;

(b) Cert IV in Training and Assessing (TAE);

(c) Nationally Accredited Course in On-Site Drug and Alcohol Testing;

8.5. All training must be delivered Face to Face (F2F).

8.6. Workplace Impairment Training (WIT)

(a) WIT course must be a minimum of (2) hours in length and must cover the following topics:

i. Australian Workplace Health and Safety construction statistics;

ii. Overview of the Workplace Health and Safety Act, state specific;

iii. Mental Health - discussing at length stress, anxiety and depression;

iv. Fatigue - overview of causes and coping mechanisms;

v. Illness and Injury - management of illness and injury, legal requirements and rehabilitation process;

vi. Chemicals, Heat, Cold, and Noise and their abilities to cause impairment at work;

vii. Legal/Illegal Drugs and Alcohol - statistics on current usage, potential negative consequences to the workplace, workplace deaths and accidents associated with drug and alcohol use;

viii. Harm related to drug and alcohol use;

ix. Understanding what a standard drink is and how long this will stay in your system;

x. Detection rates for illegal drugs;

xi. Administering self-alcohol and drug tests;

xii. Information about EAP and the services they offer.

8.7. Preliminary Impairment Assessor (PIA)

(a) PIA training must be a minimum of (4) hours in length and must cover the following topics:

i. Understanding the signs of impairment;

ii. Conflict resolution;

iii. Skills to conduct an impairment Assessment;

iv. Overview of what a PIA is;

v. What are possible impairment factors;

vi. Causes and symptoms of impairment;

vii. Investigative skills.

(b) Training is not to be conducted in a lunchroom, unless there are multiple lunchrooms on site and:

i. the training session will not interfere with workers wanting to use the room for smoko or lunch; or

ii. the training session will not be interfered with by workers wanting to use the room in general.

8.8. No worker can be tested for drugs and/or alcohol unless they have been trained in this policy.

9. Testing Methods

9.1. Alcohol Testing Method

Alcohol testing must only be done by use of an Accredited Breath Test device. The device must be calibrated and meet the minimum requirements of AS3547.

9.2. Drug Testing Method

(a) Drug testing may only be performed by oral fluid testing;

(b) The equipment used to perform the test shall be used, tested and calibrated to the manufacturer's instructions and certified to AS 4760 (Process for specimen collection and the detection and quantitation of drug in oral fluid);

(c) The drug testing shall be conducted by an accredited person, following all of the chain of custody provisions;

(d) The test must be performed in accordance with AS 4760 (Procedures for specimen collection and the detection and quantitation of drugs in oral fluid).

9.3. As part of this policy with regards to Drug and Alcohol testing the following substances must be tested for:

(a) Alcohol;

(b) Opiates;

(c) THC;

(d) Cocaine;

(e) Benzodiazepines;

(f) Amphetamine; and

(g) Methamphetamine

10. Testing Provider

10.1. Must be NATA Accredited.

10.2. Must have accreditation AS4760:2006 Procedures for specimen collection and the detection and quantitation of drug abuse in oral fluid.

10.3. Must be agreed upon by the PC/Employer and the Union.

10.4. Minimum standards that the testing company must meet are as follows:

(a) competent and trained staff;

(b) appropriate equipment and instruments;

(c) proper management and storage of test kits and reagents;

(d) secure and controlled storage and management of samples;

(e) comprehensive record keeping; and

(f) clear and precise reporting.

10.5. Before the Authorised Testing Agent is engaged to be the sample collector for the principle contractor all relevant stakeholders must be engaged to make sure there is no conflict of interest and that they are totally independent. If a conflict of interest exists, or should arise, the Authorised Testing Agent must report it immediately.

11. Room Requirements

11.1. Each workplace shall have a room nominated for use to undertake drug and alcohol testing consistent with this procedure. This room will not normally be the first aid room at a workplace unless a workplace has multiple first aid rooms and the use of a first aid room for the purpose of drug and alcohol testing will not affect the ability of the workplace to respond to a first aid incident.

11.2. The room selected for use must so far as reasonably practicable:

(a) Provide privacy for the Worker being tested including but not limited to:

i. Have a closing door;

ii. Not allow for casual visual observation of the testing process by other Workers external to the room e.g. through glass windows;

iii. Not allow conversations to be casually overheard by other workers;

(b) Be clean and hygienic;

(c) Be free from interruption whilst testing is being undertaken;

(d) Include discrete entry and exit.

12. Testing Requirements

12.1. On workplaces where the value of the Commonwealth's contribution to the project that includes the building work is at least $5,000,000, and represents at least 50% of the total construction project value or the Commonwealth's contribution to the project that includes the building work is at least $10,000,000 (irrespective of its proportion of the total construction project value) the following minimum testing requirements must be adhered to.

12.2. Alcohol - on the day of testing all workers onsite shall be required to submit a breath sample i.e. blanket testing.

12.3. Drugs; As a minimum, frequent periodic testing (at least once per month where required by law, at intervals required by the client or by mutual agreement by the PC/employer and the Union) of the workforce (both construction Workers and site office Workers) will be as follows:

(a) where there are less than 30 Workers at a workplace – at least 10% of the workforce;

(b) where there are 30 to 100 Workers at a workplace – a minimum of 5 Workers; and

(c) where there are greater than 100 Workers at a workplace – a minimum of 10 Workers;

(d) The frequency of testing and the number of workers selected shall be increased in line with the escalation below where test results meet the criteria indicated:

Workers	Criteria	Action
Less than 30 workers at a workplace	Confirmed positive results in 2 consecutive tests at the same workplace	Testing of 20% of workforce
30-100 workers at a workplace	Confirmed positive results for 3 or more workers in 2 consecutive testing rounds at the same workplace	Testing of 10 workers
Greater than 100 workers	Confirmed positive results for 6 or more workers in 2 consecutive testing rounds at the same workplace	Testing of 20 workers

12.4. The increased testing requirements shall continue until no Confirmed Positive test results are recorded for 2 consecutive testing periods.

12.5. Other Jobs

On jobsites/workplaces where there is no Commonwealth contribution testing frequency will be agreed upon by mutual consent by the PC/Employer and the Union. Testing requirements will remain the same for all jobsites i.e. blanket alcohol and code requirements for drug testing.

13. Prescribed Medications

13.1. Workers that are taking Prescribed Drugs or Pharmacy Only Drugs that they believe could register a positive test result should inform the Authorised Testing Agent prior to undergoing any requested test.

13.2. If a Worker fails to declare that they are taking Prescribed Drugs or Pharmacy Only Drugs before being tested and they record a Non Negative Result Initial Test result, a post test declaration will not be considered relevant to the result and the Worker will be excluded from duty for the remainder of the shift, subject to a Confirmatory Test.

13.3. Workers who record a Non-Negative Result Initial Test result will be excluded from their work duties and the workplace until a Confirmatory Test result has been received.

13.4. If that confirmatory result is a Positive Result Confirmatory Test, then:

(a) The terms and conditions of the applicable industrial agreement shall be observed in relation to consultation and consequence management action.

13.5. When a confirmatory test result is negative or the result recorded is less than the target level or is consistent with a level expected from therapeutic use of a Prescribed Drug or Pharmacy Only Drug, which was advised by the Worker, then the test result shall be considered a Negative Result Initial Test for the purpose of any consequence management action.

13.6. Where a Worker is excluded from the workplace as a result of a Non Negative Result Initial Test for Drugs and the confirmatory test is positive for a Pharmacy Only or Prescription Drug, the following factors would

normally be considered in deciding when it is appropriate to allow a worker to return to the workplace and/or return to normal duties:

(a) Whether the worker declared the medication during the pre-test interview with the Designated Collector or Authorised Testing Agent;

(b) The level of the medication detected is consistent with therapeutic use;

(c) Written advice from the worker's doctor advising that the medication is required to treat a medical condition; and

(d) The medication will not affect the worker's ability to perform the inherent requirements of their job - i.e. they are fit for work.

14. Special Circumstances for Prescription Medication

14.1. A Worker participating in a treatment plan for a medical condition, managed by a Registered Medical Practitioner and involving a Prescribed Drug/Only Drug could result in a Non-Negative Result Initial Test if they are selected for Drug and Alcohol testing.

14.2. If in the above circumstance a Non-Negative Result Initial Test occurs, and provided that the Worker has:

(a) Declared their use of the Prescribed Drug/Pharmacy Only Drug in a letter less than 12 months old from a registered medical practitioner before the commencement of testing; and

(b) Declared their use of the Prescribed Drug/Pharmacy Only Drug to the Authorised Testing Agent or Designated Collector before the commencement of testing;

(c) Then the Non-Negative Result Initial Test result shall be recorded at the workplace and a second sample of oral fluid shall be taken and sent for confirmatory testing. The worker shall be allowed to remain at work but must be precluded from high risk construction work activity until the result of the confirmatory test is known.

14.3. Where the results of the confirmatory test identify the Prescribed Drug/Pharmacy Only Drug declared and the levels are consistent with that prescribed by the prescribed medical practitioner, then a Negative Result shall be recorded, and no results retained.

14.4. Where the results of the confirmatory test identify the Prescribed Drug/Pharmacy Only Drug declared and the levels are not consistent with that prescribed by the Registered Medical Practitioner or another drug(s) type is recorded then a positive result confirmatory test shall be recorded.

14.5. Where the Worker has not provided both declarations contained within this part then the Worker shall be excluded from the workplace until the results of the confirmatory test are known.

15. Testing Results

15.1. Alcohol

(a) A worker who returns a negative alcohol test will be allowed to return to work with no record of the test kept. A worker who returns a positive result for alcohol (above 0.00mg/ml) will be deemed not fit work and will not be permitted to return to work;

(b) When a worker tests positive to alcohol in their system the workers blood alcohol concentration (BAC) may be decreasing or it may be increasing. In the interests of safety, the Workers will be directed to remain within the testing vicinity, and they will be re-tested no sooner than 60 minutes after the original test;

(c) If the second test result is 0.000% the test will be regarded as negative and the Worker may return to normal duties. A Positive Result Confirmatory Test will not be recorded in these circumstances;

(d) If the later confirmatory test indicates a BAC of greater than 0.000% a Positive Result Confirmatory Test will be recorded;

(e) Alcohol testing shall be carried out by an Authorised Testing Agent agreed upon by the PC/Employer and the Union. The following steps shall be undertaken:

i. Details of the identity of the Worker to be tested shall be recorded including the workplace name, work area and their employer will be listed on a drug and alcohol testing record form by the independent Authorised Testing Agent:

ii. Workers with a BAC of greater than zero (greater than 0.000%) shall discontinue any work activities and shall be directed to undertake a second test sixty (60) minutes after the first test and the results recorded on a Drug and Alcohol Testing record Form by the independent Authorised Testing Agent:

iii. Where the second test indicates a level greater than 0.00% BAC the Worker will be further excluded from work duties for the remainder of the shift;

iv. Where a Worker is to be sent home using their own transport this shall only be permitted if the blood alcohol concentration test result is below that prescribed by applicable road transport legislation and has been determined as not rising for that Worker.

Note: If the Worker's blood alcohol concentration result is greater than or equal to 0.05% BAC, all reasonable assistance is to be afforded to ensure an affected Worker can make their way from the Workplace to a safe location without harm (e.g. taxi, lift from a friend or Supervisor).

v. Contractors will be responsible for the management/arrangements for their employees in accordance with their own employment arrangements.

vi. Any Worker that is excluded from work duties for the remainder of a shift or sent home, must, before commencing work for their next shift undertake an alcohol breath test prior to commencing that shift. If the results are negative (0.00mg/ml) the Worker shall be allowed to commence work. If the Worker returns a positive test, they will not be allowed to commence work, hence page 12 of this document, 15.1 Alcohol- d) will apply.

15.2. Drugs

(a) A worker who returns a negative test will be allowed to return to work. A worker who returns a non-negative test result from their initial test (equal to or above the relevant cut-off levels of the substances referred to in AS 4760) will be deemed not fit for work and will not be allowed to return to work. (Benzodiazepine level to be provided by the prescribed testing laboratory);

(b) Drug testing will be administered by the collection and analysis of an oral fluids specimen (saliva). Before conducting a drug test, the process used by the independent Authorised Testing Agent must be explained to the Worker providing the saliva sample;

(c) Collecting and testing of saliva specimens shall be carried out by an Authorised Testing Agent, agreed upon by the PC/Employer and the Union, and confirmatory testing is to be carried out by a NATA accredited laboratory;

(d) A Confirmatory Test will be required where a Non-Negative Result Initial Test is recorded at the initial test. The handling of specimens taken for confirmatory testing is detailed in the process used by the Authorised Testing Agent and must be completed to Australian Standards;

(e) Any worker attending the workplace under the influence of drugs or alcohol will be prohibited from entry. A worker returning to the workplace following their exclusion for a Positive Result Confirmatory test will be required to submit to a drug and alcohol test prior to commencing work and receive a Negative Result Initial Test for Drugs or Alcohol prior to commencing work.

16. Forms of Testing

16.1. Self-Testing

(a) The PC/Employer shall be required to provide sufficient self-testing facilities for alcohol and/or drugs for up to 10% of the workforce;

(b) Where self-test facilities are made available voluntary or self-testing for alcohol will be available for Workers prior to presenting for work. A wall mounted breathalyser (optional) will be located in an area that provides for discrete privacy for the worker, whilst completing the test so the test results cannot be inadvertently observed and disclosed to other parties;

(c) A Worker undertakes self-testing at his/her own accord; therefore, no test details are recorded. However, all Workers have obligations under the Work Health and Safety Act or equivalent occupational health and safety or occupational safety and health legislation in other States or Territories and must not wilfully place at risk their health and safety or the health and safety of other Workers or people at the workplace by commencing work if they believe they're impaired.

16.2. Random Shift Testing

(a) In terms of Random Shift Testing it is in imperative that the PC/Employer and the Union do not know on what day, or at what time the Authorised Testing Agent will conduct the tests;

(b) It is a condition of entry for all Workers at any workplace to comply with any request to participate in random Drug and Alcohol testing as a condition of employment or contract. This means that all Workers attending or seeking to attend a workplace will be eligible for testing;

(c) Testing for Alcohol or other Drugs for Workers shall be mandatory and will be undertaken at any time throughout the Worker's hours of work (including overtime) or at any time whilst at the workplace;

(d) Individual Workers will be selected for drug testing using a simple random selection process. A random draw will be conducted using an Authorised Testing Agent independent software to randomise the selection of Workers for testing;

(e) The random selection process includes the selection of Workers from across the entire workplace subject to the testing;

(f) A Worker selected for testing will be required to present themselves for testing within a reasonable time. Random shift testing shall be conducted in a room which provides for privacy for the selected worker during testing; the requirements for this room are outlined in the Room Requirements section of this policy.

16.3. For Cause Testing

(a) An employer/supervisor may only request an employee to undertake for cause testing if:

i. The employee has been involved in an accident or incident, or had the potential to, cause:

ii. Serious and major damage to mobile plant or property; or

iii. an injury to themselves or other individual(s); or

iv. Participation in a relevant and specific industry focus area when the worker is undertaking High Risk Work as identified by the employer and consistent with OHS legislation. Workers will be selected for testing using a random selection process nominated by the employer following a consultation process in line with OHS legislation.

16.4. Post Incident Testing

(a) After the occurrence of a significant incident/event at a workplace, all Workers involved in the incident may be required to undergo an initial Drug and Alcohol test.

(b) Where a Worker(s) is to be tested following a significant incident/event they shall be supervised by an Employer Representative and Employee Representative continually from the time of the incident until they have completed all testing required.

(c) Post Incident Testing will be conducted as soon as practical after the incident/event and when it is safe to do so.

(d) An injured Worker who requires immediate medical attention may only be tested when it is appropriate and safe to do so. This will be determined by the Construction Manager, the HSR, Delegate and the relevant PIA in consultation with the attending medical practitioner. In such cases, where testing can be conducted while under medical care, a saliva testing process will be used.

16.5. Reasonable Concern Testing

(a) An employer may only request an employee to undertake reasonable concern testing if the following criteria are met:

i. An observable phenomenon occurs, which is:

- the direct observation of the employee of use of, and/or the physical behavioural symptoms of being impaired by, alcohol; and/or
- Unusual and/or inexplicable actions by the employee; or
- There is evidence that the employee is involved in the use or possession of alcohol and/or other drugs while working; or
- The employee has breached safety precautions or procedures.

16.6. Testing of Minors

(a) A letter of consent contained within the work experience and student placement procedure shall be signed by the parent or guardian of any worker who is a minor seeking to access a workplace where the Impairment Policy is in place, as a condition of entry to that workplace. Alternatively, an equivalent letter signed by the parent or guardian can be provided through the minor's employer/host employer.

(b) Where a minor is selected for testing and:

i. A letter of consent is held, then the provisions of this procedure shall apply; or

ii. Where a letter of consent is not held, every effort will be made to contact the minor's parents/guardians to get verbal consent to participate in the testing procedure. If consent is given then the normal testing procedures will apply, if contact cannot be made and/or consent is not given then the minor will be excluded from any high-risk activities or potentially excluded from site until consent is given.

17. Refusal to Test

17.1. If a Worker refuses to participate in workplace Drug and Alcohol testing the following will apply:

(a) The Employer, will inform the Worker and the workers chosen representative, that the refusal will have the same consequences as a non-negative result, i.e. that the employee will be deemed to be unfit for work due to the presence of alcohol or drugs;

(b) If the worker still refuses, the Employer and the PIA, shall consult with the worker and the workers chosen representative, regarding the requirements, process and consequences of refusing to test and encourage them to partake in the test. This would be the second request to be tested;

(c) If the worker still refuses, the refusal will be treated as a confirmed positive result, and will be subjected to the relevant consequences of such. All reasonable assistance is to be offered to ensure the employee can make their way from the workplace to a safe location without harm (i.e. taxi, lift from a friend or fellow

worker). An agreed leave of absence arrangement is to apply for the duration of their absence.

18. Disciplinary Action

18.1. The following sets out the action which may be taken when a worker returns a confirmed positive result to an alcohol or drug test.

18.2. First Occasion - A worker who has received a first confirmed positive test for alcohol or drugs (other than by self-testing) will be:

(a) Required to attend the Support as referred to in this Policy;

(b) Informed of the consequences of testing positive and their obligations to present, or remain in a fit state;

(c) Informed of further disciplinary action and testing requirements should they have a confirmed positive result (alcohol or drug) within the next 12 months.

18.3. Second occasion - A worker who has received a second confirmed positive test for alcohol or drugs (other than by self-testing) within any 12-month period will be:

(a) Required to re-attend the Support as referred to in this Policy

(b) Required to participate in a rehabilitation program referred to in “Support” in this policy

(c) Informed of the consequences of testing positive and their obligations to present, or remain in a fit state;

(d) Given a verbal warning with a diary entry placed on file; and

(e) Informed of further disciplinary action and testing requirements should they have a confirmed positive result (alcohol or drug) within the next 12 months.

18.4. A worker who has received three confirmed positive test results for alcohol or drugs which has been detected in a 12-month period may be disciplined under the Employer’s disciplinary processes.

18.5. A worker who fails to attend EAP sessions may be disciplined under this policy in accordance with principles of natural justice.

18.6. No disciplinary action will be taken in respect of positive test results from a self-test.

19. Support

19.1. The Principle Contractor (PC)/Employer will make available support to workers in respect of drug and alcohol issues. This will include:

(a) allowing access to any Union support programs; and

(b) provide an employer funded Employee Assistance Provider (EAP) to be available to workers.

19.2. The worker will be allowed to access a Union support program and/or EAP counselling during normal working hours and without loss of pay, or any form of employer retribution.

20. Self – Declaration

20.1. Workers will not be disadvantaged for self-disclosure and therefore will be supported through counselling and rehabilitation processes and provided with the Support contained in this policy. In such cases the worker will be permitted to access personal leave in the first instance, then accrued leave, and may return to work when fit for duty.

20.2. The worker may be suspended from any work, with pay, with immediate effect in order for an assessment to be made of the duties they are able to perform safely and a drug and alcohol test is to be taken as soon as reasonably practicable.

21. Privacy

21.1. Drug and Alcohol testing results shall remain confidential and will only be used for the purpose of compliance with this Procedure in the manner required by the *Privacy Act 1988 (Cth)*. Any information provided or declared by a Worker regarding:

(a) Prescribed Drug and Pharmacy Only Drug consumed;

(b) Medical conditions or the like;

(c) Their proposed return to the workplace following exclusion by this procedure;

21.2. Will also remain confidential and managed in accordance with the *Privacy Act 1988 (Cth)*. Similarly, where a Worker supplies information regarding the use, sale or supply of Drugs or Alcohol at a workplace, unless the Worker otherwise agrees or as otherwise required by law, the Worker's identity will be kept confidential.

21.3. All Positive Results Confirmatory Test will be maintained on the relevant Worker's personnel records located at the workplace.

21.4. Protections from Worker Deoxyribonucleic Acid (DNA) misuse

21.5. Workers selected for testing shall have their personal DNA protected by:

(a) In the case of unintended collection of a Worker's DNA during the collection of an oral saliva sample for an initial test, by the worker being offered the used collection cartridge upon completion of the initial test.

(b) In the case of unintended collection of a Workers DNA during the collection of an oral saliva sample for testing at a NATA approved laboratory for an initial Non Negative Result Initial Test, by ensuring that the documentation that accompanies the collection cartridge to the NATA approved laboratory does not include the workers name or address but contains only that information sufficient to comply with AS4760 e.g. test report number and date of birth.

21.6. These protections will be notified to Workers during training

22. Consultation

22.1. If a party believes that an amendment to the impairment policy is required, they shall request and organise a consultation meeting involving the Employer, the Union and any other relevant stakeholders.

22.2. The attendees shall seek to reach agreement on any proposed amendments.

22.3. No amendments shall be implemented unless agreement is reached by the Employer, the Union and the relevant stakeholders.

22.4. Employment Assistance Program (EAP)

22.5. The Employment Assistance Program (EAP) is an agreed independent, professional and confidential service that aims to provide employees with assistance when affected by personal or job-related problems.

22.6. To have a successful Impairment Policy at the workplace, the Policy must address how those at the workplace, including employees of the principal contractor, subcontractors and their employees and others, will be required to comply with the Impairment Policy.

22.7. The below requirements will be audited on an annual basis of the employer:

(a) Must be able to provide EAP support in all States, Territories and regional areas of Australia;

(b) Must outline in their Impairment Policy how workers who attend for work affected by drugs or alcohol will be counselled and assisted, apart from any disciplinary process that might apply;

(c) Must have a memorandum of understanding (MOU) with relevant stakeholders within treatment support areas;

(d) Provide support for their workers and their immediate families;

(e) Must be able to provide treatment services which must include the following:

i. General counselling;

ii. Drug and Alcohol counselling;

iii. Drug and Alcohol detoxification services;

iv. Drug and Alcohol rehabilitation services;

v. Case Management services;

vi. Psychology services;

(f) Must have a history of delivering support services to the Building and Construction Industry

(g) Must be able to develop and implement a plan to promote the impairment policy within the workplace

23. Addendum

Refer to the National CFMEU Impairment Policy for more information and detail about impairment in the construction industry. The policies and procedures in the national document look at the impairment issues of Mental Health, Injury and Illness, Fatigue, Chemicals, Heat, Cold and Noise, and Alcohol, Illegal Drugs and Legal Drugs and provide the research behind the implementation of this Impairment Policy.

Procedure for Dealing with Safety Issues or Incidents

1. Procedure

1.1. The Employer, the Employees and the Union agree that for the purposes of s. 81 of the WHS Act matters about work health and safety arising at the workplace shall be resolved in accordance with this procedure.

1.2. The Parties agree that for the purposes of this procedure and s. 81(3) of the WHS Act the following persons shall be the representatives of the following parties:

(a) the Principal Contractor (as defined in the WHS Act) - Site Manager or any other person nominated by the Principal Contractor;

(b) the Employers - the Site Manager or any other person nominated by the Employer(s); and

(c) the Employees - person nominated by the Employee (e.g. Union or other representative).

Collectively referred to as "Nominated Parties"

1.3. The Nominated Parties agree that representatives shall be entitled to:

(a) Inspect any work system, plant, substance, structure or other thing relevant to resolving the issue;

(b) Consult with relevant Employees in relation to resolving the issue;

(c) Consult with the relevant PCBU (as defined in the WHS Act) about resolving the issue;

(d) Inspect and take copies of any document that is directly relevant to resolving the issue; and

(e) Advise any person whom the representative reasonably believes to be exposed to a serious risk to his or her health and safety, emanating from an immediate and imminent exposure to a hazard of that risk.

1.4. The Nominated Parties and/or their representatives may commence the procedure by informing, either by themselves or their representative, the other Parties and/or representatives that:

i. There is an issue to be resolved; and

ii. The nature and scope of the issue

1.5. As soon as the Parties and/or their representatives are informed of the issue, the Nominated Parties and/or their representatives must meet or communicate with each other to attempt to resolve the issue.

1.6. The Nominated Parties and/or their representatives must have regard to all relevant matters including:

i. the degree and imminent risk to the Employees or other persons affected by the issue;

ii. the number and location of Employees and other persons affected by the issue;

iii. the measures both temporary and permanent that must be implemented to resolve the issue;

iv. who will be responsible for implementing the resolution measures;

v. whether the hazard or risk can be isolated; and

vi. the time that may elapse before the hazard or risk is permanently corrected.

1.7. Once the issue is resolved details of the issue and its resolution must be set out in writing with all Parties and/or their representatives to be satisfied that the document reflects the resolution of the issue with a copy given to all Nominated Parties and/or their representatives to the issue. The issue, once resolved, shall be recorded in the next safety committee meeting minutes with the agreed resolution.

1.8. The Nominated Parties and/or their representatives must make reasonable efforts to achieve a timely and final resolution of the issue. If within a reasonable time there is still no resolution, any of the Nominated Parties attempting to resolve the issue may then ask Work Health and Safety Queensland, and/or the Queensland Building and Construction Commission, where applicable, to arrange for an inspector to attend the workplace to assist in resolving the issue.

1.9. Direction to cease work

(a) If –

i. an issue concerning health or safety arises at a workplace or from the conduct of the undertaking of the Employer; and

ii. the issue concerns work which involves an immediate threat to the health and safety of a person; and

iii. given the nature of the threat and degree of risk, it is not appropriate to adopt the processes set out in clause 1.7 above –

(b) the Employer and/or the health and safety representative for the designated work group in relation to which the issue has arisen may, after consultation between them, direct that the work is to cease.

(c) During any period for which work has ceased in accordance with such a direction, the Employer may assign any Employees whose work is affected to suitable and safe alternative work.

2. Personal Protective Equipment (PPE)

The following clothing will be supplied to all Employees (no later than 1 month after commencement} and will be replaced on a fair wear-and-tear basis. Employees when working on site are required to wear all footwear and clothing supplied. The issue will be:

(a) 1 pair of safety boots (if the employee buys such boots, the Employer will reimburse the Employee up to $125.00 upon presenting a receipt of purchase);

(b) 6 sets of shirts and shorts/trousers, overalls or bib and brace overalls, or any combination as agreed; and

(c) 1 high visibility winter jacket

2.2. All of the abovementioned items will be replaced on a fair wear-and-tear basis. Where an Employee has not sought replacement of any of the abovementioned items on a fair wear and-tear basis within twelve months from the date of issue, then that Employee will be entitled to a re-issue of the items at the completion of those twelve months.

2.3. All items will comply with the relevant Australian Standards. The clothing selected will need to be breathable, be light weight, UV stable, have a high visibility quality, and have the maximum UPF rating.

2.4. No agreement to pay cash in lieu of supply of clothing/footwear is permitted.

2.5. When the Employer requires an Employee to wear spectacles with toughened glass lenses the Employer will pay the cost of the toughening process.

3. Training and Related Matters

3.1. The parties are committed to the promotion of a highly skilled industry that delivers ongoing employment opportunities and a world-class end product through an efficient and safe construction process. To this end, the Employer agrees that appropriate training, including the engagement and training of apprentices, and skills development for the workforce will be provided during the term of this document.

3.2. Where possible training and skill development is to be carried out in normal working hours. It is agreed that no Employees will suffer loss of pay as a result of participating in training required by the Employer.

3.3. The Employer will implement a policy where all Employees will have their current skills assessed against those required in the nationally recognised formal training package relevant to their work. Where any skill deficiencies

are identified through the assessment process, the necessary training will be provided to attain the relevant nationally recognised formal qualification.

3.4. The Employer will bear all costs associated with the provision of the training, including costs and material costs and the provision of the Employee's wages for the period of the training.

3.5. HSR Training

Any Employees elected as a workplace HSR (Health and Safety Representative) will undertake a training course approved by the State or Territory Government and provided by the Employer within six weeks of being elected, at no cost to the Employee.

3.6. The Employer agrees that it will, within 7 days of receiving a written request from an Employee, provide:

(a) Evidence to demonstrate the positive commitment to training and skill development; and

(b) The information as to the number of apprentices and visa holders engaged by the Employer;

(c) Each of which is required to provide to the funding entity in accordance with Clause 24(2) of the Code.

3.7. Nothing in this subclause requires the Employer to provide information in a manner that is inconsistent with the *Privacy Act 1988 (Cth)*.

4. Health and Safety Representatives

4.1. The Employer and its Employees will comply with Part 5 of the WHS Act – Consultation, representation and participation in relation to the establishment of a health and safety committee;

4.2. The health and safety representative/s (HSR) shall be elected by the Employees on the job on a democratic basis, and shall be subject to recall by a similar process.

4.3. Parties covered by this Document recognise the important role of HSRs. The HSRs have a key role in the early intervention in health and safety issues under this Document.

4.4. The HSR shall be allowed to consult with the principal contractor, or persons acting on his/her behalf, on matters directly concerned with safety of workers, and promote the safe conduct of work generally.

5. Health and Safety Representative Meetings

5.1. A health and safety representative will be allowed reasonable paid time during working hours to attend to occupational health and safety matters affecting employees he/she represents providing that the Representative informs their manager.

Working with Union Standards

Union Representatives and Delegates, Facilities and Training Leave

1. Union Representatives and Delegates

1.1 Where an Employee has been elected as a Union Delegate, the Employer will recognise the following rights:

(a) the right to be treated fairly and to perform their role without any discrimination in their employment;

(b) for the Union Delegate to represent an Employee where requested in relation to a grievance, dispute or a discussion with a member of the Union;

(c) the right to place information related to permitted matters in a prominent location in the workplace except that the material must not breach freedom of association, privacy and other applicable laws;

(d) the right to paid time to attend industrial tribunals and/or courts where they have been requested to do so by an Employee (which may include themselves) whom they represent in a particular dispute in their workplace;

(e) the right to paid time to assist and represent Employees who have requested them to represent them in respect of a dispute arising in their workplace;

(f) the right to represent the interests of members in their workplace to the Union, the Employer and industrial tribunals/courts;

(g) the right to represent the interests of Employees who request their assistance in their workplace to the Employer and industrial tribunals/courts;

(h) the right for reasonable time off to attend accredited union education;

(i) the right to take reasonable leave to work with the Union; and

(j) the right to have reasonable time off to participate in the operation of the union.

2. Union Delegate Facilities

2.1 Union Delegate Facilities

(a) The Employer shall provide an agreed facility for the use of the Union Delegate to perform their duties and functions as the on-site representative of the Employees. The provision of the following facilities is to ensure that the Union Delegate is able to effectively perform his/her functions in a professional and timely manner. The facilities shall include:

i. a telephone;

ii. reimbursement for an iPad equipped with mobile Internet access;

iii. a table and chairs;

iv. a filing cabinet;

v. air-conditioning/heating;

vi. access to stationery and other administrative facilities (if available on site) use of e-mail, following consultation between the Union Delegate and Site Management; and

vii. a private lockable area.

3. Union Training Leave

3.1 An Employee elected as Union Delegate shall, upon application in writing to the Employer, be granted up to five days paid leave each calendar year to attend relevant Union Delegate courses. Such courses shall be designed and structured with the objective of promoting good industrial relations within the building and construction industry.

3.2 Consultation may take place between the parties in the furtherance of this objective.

3.3 The application for leave shall be given to the Employer in advance of the date of commencement of the course. The application for leave shall contain the following details:

(a) the name of the Union Delegate seeking the leave;

(b) the period of time for which the leave is sought (including course dates and the daily commencing and finishing times); and

(c) a general description of the content and structure of the course and the location where the course is to be conducted.

3.4 The Employer shall advise the Union Delegate within seven clear working days (Monday to Friday) of receiving the application as to whether or not the application for leave has been approved.

3.5 The time of taking leave shall be arranged so as to minimise any adverse effect on the Employer's operations. The onus shall rest with the Employer to demonstrate an inability grant leave when an eligible Union Delegate is otherwise entitled.

3.6 The Employer shall not be liable for any additional expenses associated with an Employee's attendance at a course other than the payment of ordinary time earnings for such absence. For the purpose of this clause ordinary time earnings shall be defined as the relevant classification rate including, shift work loadings where relevant.

3.7 Leave rights granted in accordance with this clause will not result in additional payment for alternative time off to the extent that the course attended coincides with a Union Delegate's RDO or with any concessional leave.

3.8 A Union Delegate on request by the Employer shall provide proof of their attendance at any course within 7 days. If an Employee fails to provide such proof, the Employer may deduct any amount already paid for attendance from the next week's pay or from any other moneys due to the Union Delegate.

3.9 Where a Union Delegate is sick during a period when leave pursuant to this clause has been granted proof of attendance at the course is not required for that period and the Employee shall receive payment if entitled under the provisions of the relevant award clause.

3.10 Leave of absence granted pursuant to this clause shall count as service for all purposes of this Document.

Appendices

Appendix A: Classification Structure and Level Descriptions

Construction Worker/Labourer Classifications

The Civil Worker (CW) classifications will apply to Employee(s) performing work of the nature of Civil Construction who are engaged in the classifications set out below and are employed to perform the works set out in this Document.

Determination of Classification for individual Employees:

The appropriate classification level will be determined by the primary role in which a person is engaged to perform by the Employer, regardless of that person's level of skill.

i. This means that the appropriate classification level for an individual will be determined on a task rather than skill basis.

ii. Individual classification levels will only change where the primary task for which the individual is engaged changes.

Classification	Definition
CW1	New Entrant (an entry level with less than 12 months experience) General Labourer Stores Assistant
CW2	Skilled General Labourer Earthworks Trim Grade Checker Heavy Plant Spotter Concrete Gang Concrete Float Hand Paving Stringliner Store-person Yardman Chainman
CW3	Elevated Work Platform Operator with Ticket Hoist Driver Concrete Finisher Form Worker Road Roller Operator under 12T Heavy Mobile Plant Operator (0-5T) Ticketed Dogman Steel fixer Ticketed Forklift Driver Ticketed Rigger/Scaffolder Telehandler (Up to 4.5T) Hiab Operator Shotcreter Shotcrete Crew Painter
CW4	Concrete Line Pump Operator Road Roller Operator 12T and over Concrete Finisher Concrete Paving Spreader Non-certified Tradesperson WHSO
CW5	Trade Qualified Tradesperson Crane Operator (5-20T) Operators of: Tractor up to but not exceeding 48kw (65bhp), Skid Steer Excavator up to but not exceeding 48kw (65bhp), Dumper/Water Cart not exceeding 40T, Mobile Concrete Pump Boom, Forklift not exceeding 48kw, Shotcrete Placing Machine, Paver Gantry Crane Operator

CW6	Heavy Mobile Plant Operator (>20T-60T) Operators of: Tractor 48kw up to but not exceeding 370kw, Loader-Front End and Overhead from 48kw up to but not exceeding 370kw including:960, 966, 980, Dry Batch Plant, Pug Mill, Skid Steer Tractor from 48kw, Forklift from 48kw but not exceeding 220kw, Excavator not exceeding 3cubic metres, Dumper/Water Cart over 40T but not exceeding 100T, Dozer D8 without GPS, Compactor 825 without GPS, Graders 140,143,14,16 without GPS
CW7	Heavy Mobile Plant Operator (>60-100T) Operators of: Tractor from 370kw up to but not exceeding 450kw including Scraper 651/ Dozer DION, Trimmer, Excavator from 3 cubic metres, Loader-Front End and Overhead from 370kw up to but not exceeding 450kw, Wet batch Plant, Scraper 651, Compactor 825 with GPS, Graders 140,143,14,16 with GPS, Dozer D8 with GPS Tower Crane Operator
CW8	Heavy Mobile Plant Operator (>100T) Operators of: Tractor from 450kw including Dozer D11, D10-48kw, 475, Grader with Final Trim, Scraper 637

Electrical Worker Classifications

Classification	Definition
Grade 2	An Electrical Worker Grade 2 is an employee who is engaged in assisting a tradesperson, provided that such assistance shall not include the work of a tradesperson and; (a) Without limiting the scope of the work, an employee may perform unskilled tasks as directed to the level of their training; (b) is an employee who is engaged in the clearance of vegetation in the vicinity of overhead power distribution lines.
Grade 3	An Electrical Worker Grade 3 is an employee who works under direction, may be required to perform the work of an Electrical Worker Grade 2 and; (a) without limiting the scope of the work, the employee may perform the work described below to the level of their training: (i) is engaged in store work; or (ii) is qualified and required to drive or operate the employer's machinery, plant or equipment incidental to their primary task or functions, including truck attendants; or (iii) inspects and tests fire alarm or security alarm equipment; or (iv) under the supervision of a tradesperson or electronics serviceperson; (1) installs radio, communications and related equipment including antenna; or (2) installs fire alarm or security alarm equipment; or (3) installs data and communication cabling. (b) provided that this person shall not undertake tasks requiring the skills of a tradesperson.
Grade 4	(1) An Electrical Worker Grade 4 is an employee who: (a) has worked for not less than one year in the industry, or holds the equivalent experience, and, without limiting the scope of the work, and to the level of their training, is an employee who: (i) performs scaffolding or rigging that is incidental to their primary task or functions (assisting a licensed electrical worker to perform electrical work); or (ii) is directly in charge of an electrical store and responsible for materials, ordering and purchasing; or (iii) has worked for not less than one year as an Electrical Worker Grade 3 or has the equivalent experience in the installation of electronics equipment and who, under the minimum supervision of a tradesperson or electronics serviceperson: (1) installs radio, communications and related equipment including antenna; or (2) installs fire alarm or security alarm equipment; or (3) installs, terminates and tests data, and communication cabling

	(iv) Inspects and tests fire alarms or security alarm equipment involving a range of responsibility beyond that of a Grade 3 Electrical Worker and works without assistance and supervision. (c) Provided that this person shall not undertake tasks requiring the skills of a tradesperson. (2) Included in this grade is the work of: (a) Purchasing Clerk/Storeperson; (b) Electronic Equipment Tester/Installer Level 2; and (c) Alarm security tester grade 2.
Grade 5	(1) An Electrical Worker Grade 5 is employed to use the skills acquired through the training specified below and is an employee who; (a) who holds a trade certificate or tradesperson's rights certificate in an electrical trade; or (b) has successfully completed an appropriate trade course or who has otherwise reached an equivalent standard of skills and knowledge in electronics; or (c) has successfully completed an appropriate instrumentation trade course; or (d) holds an appropriate electrical/refrigeration/air conditioning trade certificate; or (e) has successfully completed an appropriate trade course in linework or cable jointing or who has otherwise reached an equivalent standard of skills and knowledge. (2) Included in this grade is the work of: (a) Electrical Fitter; (b) Electrical Fitter (Instrumentation and Process Control); (c) Electrical Mechanic; (d) Alarm Security Technician Grade 1; (e) Alarm Security Tester Grade 3; (f) Television/radio/electronic Serviceperson/mechanic Level 1; (g) Instrument Tradesperson Level 1; (h) Refrigeration/Air-Conditioning Tradesperson Level 1; and (i) Linesperson/Cable Jointer Level 1.
Grade 6	(1) An Electrical Worker Grade 6 is an Electrical Worker Grade 5 who in addition (a) has successfully completed (i) 33% of the qualification specified for Grade 7; or (ii) equivalent structured in-house training relevant to the employer's business or enterprise as agreed between the parties to the Document; or (b) has acquired equivalent standard of skills as defined above as agreed between the parties to the Award through other means including a minimum of one years' experience as an Electrical Worker Grade 5. (c) is employed to use the skills acquired through the training or experience specified. (2) Included in this grade is the work of: (a) Electrical Tradesperson Level 2; (b) Television/Radio/Electronic Serviceperson Level 2; (c) Instrument Tradesperson Level 2; (d) Refrigeration/Air-Conditioning Tradesperson Level 2; (e) Linesperson/Cable Jointer Level 2; and (f) Alarm/Security Technician Grade 2
Grade 7	(1) An Electrical Worker Grade 7 is an Electrical Worker Grade 5 who: (a) has successfully completed a Post Trade Certificate or has acquired the same standard of skills through other means including a minimum of 2 years' experience in the industry, (b) is employed to use the skills acquired through the training and/or experience specified. (2) Included in this grade is the work of: (a) Alarm/Security Technician Grade 3; (b) Communications Tradesperson - Special Class; (c) Electrical Linesperson - Live Line; (d) Electrician Special Class; (e) Electronic Serviceperson Grade 3; (f) Instrument Tradesperson - Complex Systems; (g) Refrigeration/Air-Conditioning Mechanic or Serviceperson Grade 3; and (h) Television/Radio/Electronic Serviceperson Grade 3.

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Grade 8	(1) An Electrical Worker Grade 8 is an Electrical Worker Grade 5 who: (a) has successfully completed a Post Trade Certificate or "X%" of an Advanced Certificate or its equivalent and in addition has not less than 2 years' experience as an Electrical Worker Grade 7; and (b) is employed to use the skills acquired through the training and/or experience specified. (2) Included in this grade is the work of: (a) Electronic Tradesperson; (b) Instrumentation and Controls Tradesperson; (c) Refrigeration/Air-Conditioning Mechanic or Serviceperson Grade 4; and (d) Installation Inspector.

Mechanical Worker Classifications

Classification	Definition
MW1	Basic Mechanical Trades Assistant Storeperson Lagger Truck Driver (MR, HR)
MW2	Experienced Mechanical Trades Assistant Mechanical Trades Assistant-Truck Driver (MR, HR) Mechanical Trades assistant + Rigger (basic) Dogger
MW3	Mechanical Fitter Hydraulic Fitter Boilermaker Pipe Fitter Machinist Sheet Metal Worker
MW4	Sheet Metal Worker + Marker/setter out Boilermaker + Marker/setter out Boilermaker + Welder (non-certified) Mechanical Fitter - Hydraulic Mechanical Fitter - Pneumatic Mechanical Fitter - Machinist
MW5	Boilermaker + Welder (tested 1554 SP) Boilermaker - Pressure Pipe/vessels Mechanical Fitter - Pneumatic - Hydraulic Mechanical Fitter - Pressure Pipework
MW6	Boilermaker – Quality Checker Boilermaker + Pipe Fitter + Welder (AS 1796) Boilermaker + Marker/setter out + Welder Mechanical Fitter - Systems experience Boilermaker Welder - Tested to AS 1554SP or AS1796 or ASME IX

Fire Sprinkler Services Classifications

Classification	Definition
Sprinkler Fitting Trades Assistant	Work performed by a Trades Assistant is limited to work of an 'unskilled nature'. Work of an unskilled nature means: • Organising tools; • Painting pipe; • Carrying pipe around the work site; • Laying pipe out; • Assisting in measuring up; • Concreting around pipes; • Installing penetration seals; • Assisting in fire rating; • Cleaning up; • Carrying out other labouring tasks (e.g. Digging holes, loading and unloading material and equipment); and • Picking up and delivering material and equipment to site.
Sprinkler Fitting Tradesperson Level 2	A Sprinkler Fitting Tradesperson Level 2 is a Sprinkler Fitting Tradesperson Level 1 who: has successfully completed three appropriate modules in addition to the training requirements of Sprinkler Fitting Tradesperson Level 1; or equivalent; or will have equivalent skills gained through work experience, subject to having successfully completed a skills test equivalent to the structured training requirements for this level. A Sprinkler Fitting Tradesperson Level 2 works above and beyond a Sprinkler Fitting Tradesperson Level 1 and to the level of their training. Indicative tasks which an Employee at this level may perform include: • exercises the skills attained through completion of the training prescribed for this classification; • works under general supervision either individually or in a team environment; • understands and implements quality control techniques; • provides trade guidance and assistance as part of a work team; • exercises discretion within their level of training; • has knowledge of occupational, health and safety requirements subject to the level of their training; and • reads, interprets and applies information from plans.
Sprinkler Fitting Tradesperson – Special Class Level 1	A Sprinkler Fitting Tradesperson - Special Class Level 1 is a Sprinkler Fitting Tradesperson Level 1 who has successfully completed six appropriate modules in addition to the training requirements of Sprinkler Fitting Tradesperson Level 1; or equivalent; or will have equivalent skills gained through work experience subject to having successfully completed a skills test equivalent to the structured training requirements for this level. A Sprinkler Fitting Tradesperson - Special Class Level 1 works above and beyond a Sprinkler Fitting Tradesperson Level 2 and to the level of their training. Indicative tasks which an Employee at this level may perform include: • exercises the skills attained through completion of the training prescribed for this classification; • understands and implements quality control techniques; • provides trade guidance and assistance as part of a team; • exercises discretion within the scope of this grade; • works under limited supervision, either individually or in a team environment; and • reads, interprets and applies information from plans. The following indicative tasks which an Employee at this level may perform are subject to the Employee having the appropriate trade and post-trade training to enable the Employee to perform the particular task: • exercises precision trade skills using various materials and/ or specialized techniques; • schedules and plan work activity; • writes brief reports on work activity;

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	• has knowledge of the Australian Standards applying to their sphere of work; • recognises hazards associated with tasks in their field of work; and • exercises skills involved in the installation, repair, maintenance, testing, modifying, fault finding, design or commissioning of systems such as fire sprinkler systems, foam systems, deluge systems, CO2 systems, pumps and pump control systems, hydrants, hose reels, combined systems or explosive suppression systems.
Sprinkler Fitting Tradesperson – Special Class Level 2	A Sprinkler Fitting Tradesperson - Special Class Level 2 is a Sprinkler Fitting Tradesperson Level 1 who has successfully completed nine appropriate modules in addition to the requirements of Sprinkler Fitting Tradesperson Level 1; or equivalent; or will have equivalent skills gained through work experience subject to having successfully completed a skills test equivalent to the structured training requirements for this level. A Sprinkler Fitting Tradesperson - Special Class Level 2 works above and beyond a Sprinkler Fitting Tradesperson - Special Class Level 1 and to the level of their training. Indicative tasks which an Employee at this level may perform include: • exercises the skills attained through completion of the training prescribed for this classification; • provides trade guidance and assistance as part of a work team; • understands and implements quality control techniques; • works under limited supervision either individually or in a team environment; and • reads, interprets and applies information from plans. The following indicative tasks which an Employee at this level may perform are subject to the Employee having the appropriate trade and post-trade training to enable the Employee to perform the particular task: • exercises high Precision Trade Skills using various materials and/ or specialised techniques. and • exercises skills involved in the installation, repair, maintenance, testing, modifying, fault finding, design or commissioning of systems such as fire sprinkler systems, foam systems, deluge systems, CO2 systems, pumps and pump control systems, hydrants, hose reels, combined systems or explosive suppressive systems.
Advanced Sprinkler Fitting Tradesperson Level 1	An Advanced Sprinkler Fitting Tradesperson Level 1 is a Sprinkler Fitting Tradesperson Level 1 who has successfully completed ten and half appropriate modules in addition to the training requirements of Sprinkler Fitting Tradesperson Level 1; or successfully completed equivalent accredited training; or equivalent; or will have equivalent skills gained through work experience subject to having successfully completed a skills test equivalent to the structured training requirements for this level. An Advanced Sprinkler Fitting Tradesperson Level 1 works above and beyond a Sprinkler Fitting Tradesperson - Special Class Level 2 and to the level of their training. Indicative tasks which an Employee at this level may perform include: • exercises the skills attained through completion of the training prescribed for this classification; • exercises discretion within their level of training; • is able to provide trade guidance and assistance as part of a work team; • understands and implements quality control techniques; • works under limited supervision either individually or in a team environment; and • reads, interprets and applies information from plans. The following indicative tasks which an Employee at this level may perform are subject to the Employee having the appropriate trade and post-trade training to enable the Employee to perform the particular task: • exercises high Precision Trade Skills using various materials and/ or specialised techniques; and • exercises skills involved in the installation, maintenance, testing, modifying, fault finding, design or commissioning of systems such as fire sprinkler systems, foam systems, C02 systems, deluge systems, pumps and pump control systems, hydrants, hose reels, combined systems or explosive suppressive systems.

Advanced Sprinkler Fitting Tradesperson Level 2	An Advanced Sprinkler Fitting Tradesperson Level 2 is a Sprinkler Fitting Tradesperson Level 1 who has successfully completed 12 appropriate modules in addition to the training requirements of Sprinkler Fitting Tradesperson Level 1; or successfully completed equivalent accredited training; or equivalent; or will have equivalent skills gained through work experience subject to having successfully completed a skills test equivalent to the structured training requirements for this level. An Advanced Sprinkler Fitting Tradesperson Level 2 works above and beyond an Advanced Sprinkler Fitting Tradesperson Level 1 and to the level of their training. Indicative tasks which an Employee at this level may perform include: • undertake quality control and work organisation at a level higher than for Advanced Sprinkler Fitting Tradesperson Level 1. • provide trade guidance and assistance as part of a work team. • assist in the provision of training to Employees in conjunction with supervisors/ trainers. • perform maintenance planning and predictive maintenance work within their field of work. • prepare reports of a technical nature on specific tasks or assignments as directed; and • exercise broad discretion within the scope of this level. The following indicative tasks which an Employee at this level may perform are subject to the Employee having the appropriate trade and post-trade Training to enable the Employee to perform the particular task: • use information from plans to identify, diagnose and solve problems related to their sphere of work; • be able to identify any deviations from plans and sketches; • schedule and plan work for a team and provide brief reports on the progress and quality of the work; • exercises skills involved in the installation, maintenance, testing, modifying, fault finding, design or commissioning of systems such as fire sprinkler systems, foam systems, CO2 systems, deluge systems, pumps and pump control systems, hydrant systems, hose reels, combined systems or explosive suppressive systems; and exercising diagnostic skill in respect to various systems in fire protection

Plumbing and Mechanical Services Classifications

Classification	Definition
Plumbing and Mechanical Services Sheet Metal Worker Level 1(a)	New entrant under the age of 21
Plumbing and Mechanical Services Sheet Metal Worker Level 1(b)	New entrant over the age of 21
Plumbing and Mechanical Services Worker Level 3	A Plumbing and Mechanical Services Worker Level 3 is an employee who: • has successfully completed a Services Stream Certificate (Plumbing and Mechanical Services) Level 2 consisting of formal structured training agreed to between the parties to this document: or • has obtained equivalent skills gained through work experience subject to competency testing to the prescribed standards covering the content of the above agreed modules of training; or • is a licensed Drainer. Employees at this level perform work to the level of their training. Indicative tasks which an Employee at this level may perform include: • exercises good interpersonal communication skills; • exercises discretion within their level of training; • understands and applies quality control techniques;

Plumbing and Mechanical Services Worker Level 3	• performs work under general supervision either individually or in a team environment; • has knowledge of the four streams within the building and construction industry and how they inter-relate; • works in a safe manner; • having been given adequate written or verbal instruction, is able to control their own schedule of work and meet objectives with general supervision; • is capable of detailed measuring techniques; • interacts with and assists Employees of other companies on site or at the workplace; and • anticipates and plans for constant changes to the work environment. The following indicative tasks which an Employee at this level may perform are subject to the Employee having completed the appropriate training to perform the particular task: • operating a laser when carrying out levelling; • reading and interpreting plans and specifications; • operating machinery and equipment; • assisting with informal on-the-job guidance to other Employees to a limited degree; and • performing work for which a Drainers license is required
Plumbing and Mechanical Services Tradesperson Level 1	A Plumbing and Mechanical Services Tradesperson Level 1 is an employee who is not a licensed drainer and who is not performing mechanical services pipe-work, but who performs work of a skilled trade nature for which registration with a recognised licensing authority is not required, although the person may not be formally trade qualified, and who is able to exercise the skill and knowledge of the relevant trade. Indicative tasks which an Employee at this level may perform include: • exercises good interpersonal and communication skills; • reads, interprets and applies information from plans; • understands and applies quality control techniques; • exercises discretion within the scope of this grade; • performs work under general supervision either individually or in a team environment; • is able to perform tasks safely and be able to identify hazards within their sphere of work; • assists with informal on-the-job guidance to a limited degree; • performs non-trade tasks incidental to their work; • has knowledge of the fields of work within the Services Stream (Plumbing and Mechanical Services) and how they relate to the other areas of the services stream; and • performs work which, while primarily involving the skills of the plumbing and mechanical services trade, is incidental or peripheral to the primary task and facilitates the completion of the whole task. Such incidental or peripheral work would not require additional formal technical training. The Plumbing and Mechanical Services Tradesperson Level 1 classification incorporates any worker working in any classification covered by the scope of this document, or the Award as it applied prior to this document, who is not: • engaged on tasks purely of an unskilled nature; • a Licensed Drainer; • a Licensed Plumber; • a Licensed Gasfitter; • a Mechanical Plumber performing any Mechanical Services pipe-work; or • holding a trade certificate level 3 in a trade within the national plumbing training packages.

Plumbing and Mechanical Services Tradesperson Level 2	A Plumbing and Mechanical Services Tradesperson Level 2 is either a: • Plumbing and Mechanical Services Tradesperson Level 1 who has successfully completed three appropriate modules within an approved skills package in addition to the training requirements of Plumbing and Mechanical Services Tradesperson Level 1; or equivalent; or will have equivalent skills gained through work experience subject to having successfully completed a skills test equivalent to the structured training requirements for this level; or • person who holds a trade certificate level 3 within the national plumbing training packages relevant to work being performed under this document; or • person who holds a trade certificate level 3 in Engineering – Fabrication. A Plumbing and Mechanical Services Tradesperson Level 2 works above and beyond a Plumbing and Mechanical Services tradesperson Level 1 and to the level of their training. Indicative tasks which an Employee at this level may perform include: • exercises the skills attained through completion of the training prescribed for this classification; • works under general supervision either individually or in a team environment; • understands and implements quality control techniques; • provides trade guidance and assistance as part of a work team; • exercises discretion within the scope of this grade; • has knowledge of occupational, health and safety requirements subject to the level of their training; and • reads, interprets and applies information from plans.
Plumbing and Mechanical Services – Special Class Level 1	A Plumbing and Mechanical Services Tradesperson - Special Class Level 1 works above and beyond a Plumbing and Mechanical Services Tradesperson Level 2 and to the level of their training. Indicative tasks which an Employee at this level may perform include: • exercises the skills attained through completion of the training prescribed for this classification; • understands and implements quality control techniques; • provides trade guidance and assistance as part of a team; • exercises discretion within the scope of this grade; • works under limited supervision, either individually or in a team environment; and • reads, interprets and applies information from plans. The following indicative tasks which an Employee at this level may perform are subject to the Employee having the appropriate trade and post-trade training to enable the employee to perform the particular tasks: • exercise precision trade skills using various materials and/ or specialised techniques; • schedule and plan work activity; • write brief reports on work activity; • have knowledge of the Australian Standards applying to their sphere of work; • recognise hazards associated with tasks in their field of work; and • exercise skills involved in the fabrication, assembly, installation, repair, maintenance, testing, modifying, fault finding, design or commissioning of systems such as water supply, sanitary, waste disposal and drainage, mechanical services including heating, ventilation and air conditioning, irrigation, roofing, gas fitting or gas consumer piping systems.
Plumbing and Mechanical Services – Special Class Level 2	A Plumbing and Mechanical Services Tradesperson - Special Class Level 2 is a Plumbing and Mechanical Services Tradesperson - Special Class Level 1 who has successfully completed : three appropriate modules in addition to the requirements of Plumbing and Mechanical Services Tradesperson - Special Class Level 1; or equivalent; or will have equivalent skills gained through work experience subject to having successfully completed a skills test equivalent to the structured training requirements for this level. A Plumbing and Mechanical Services Tradesperson - Special Class Level 2 works above and beyond a Plumbing and Mechanical Services Tradesperson - Special Class Level 1 and to the level of their training. Indicative tasks which an Employee at this level may perform include:

	• exercises the skills attained through completion of the training prescribed for this classification; • provides trade guidance and assistance as part of a work team; • understands and implements quality control techniques; • works either independently within the skill level of the Employee, or in a team environment with limited supervision; and • reads, interprets and applies information from plans. The following indicative tasks which an Employee at this level may perform are subject to the Employee having the appropriate trade and post-trade training to enable the Employee to perform the particular tasks: exercises high precision trade skills using various materials and/ or specialised techniques; and exercises skills involved in the fabrication, assembly, installation, repair, maintenance, testing, modifying, fault finding, design or commissioning of systems such as water supply, sanitary, waste disposal and drainage, mechanical services including heating, ventilation and air conditioning, irrigation, roofing, gas fitting or gas consumer piping systems.
Advanced Plumbing and Mechanical Services Tradesperson Level 1	An Advanced Plumbing and Mechanical Services Tradesperson Level 1 is a Plumbing and Mechanical Services Tradesperson - Special Class Level 2 who has who successfully completed:1.5 appropriate modules in addition to the training requirements of Plumbing and Mechanical Services Tradesperson - Special Class Level 2; or equivalent; or will have equivalent skills gained through work experience subject to having successfully completed a skills test equivalent to the structured training requirements for this level. An Advanced Plumbing and Mechanical Services Tradesperson Level 1 works above and beyond a Plumbing and Mechanical Services Tradesperson - Special Class Level 2 and to the level of their training. Indicative tasks which an Employee at this level may perform include: • exercises the skills attained through completion of the training prescribed for this classification; • exercises discretion within their level of training; • is able to provide trade guidance and assistance as part of a work team; • understands and implements quality control techniques; • works either independently within the skill level of the Employee, or in a team environment with limited supervision; and • reads, interprets and applies information from plans; • The following indicative tasks which an Employee at this level may perform are subject to the Employee having the appropriate trade and post-trade training to enable the Employee to perform the particular tasks: • exercises high precision trade skills using various materials and/ or specialised techniques; • possesses effective written and verbal skills in order to provide concise reporting and communication; and • exercises skills involved in the fabrication, assembly, installation, maintenance, testing, modifying, fault finding, design or commissioning of systems such as water supply, sanitary, waste disposal and drainage, mechanical services including heating, ventilation and air conditioning, irrigation, roofing, gas fitting or gas consumer piping systems.
Advanced Plumbing and Mechanical Services Tradesperson Level 2	An Advanced Plumbing and Mechanical Services Tradesperson Level 2 works above and beyond an Advanced Plumbing and Mechanical Services Tradesperson Level 1 and to the level of their training. Indicative tasks which an Employee at this level may perform include: • undertakes quality control and work organisation at a level higher than for an Advanced Plumbing and Mechanical Service Tradesperson Level 1; • provides trade guidance and assistance as part of a work team; • assists in the provision of training to employees in conjunction with supervisors/ trainers; • performs maintenance planning and predictive maintenance work within their field of work; • prepares reports of a technical nature on specific tasks or assignments as directed; and • exercises broad discretion within the scope of this level. The following indicative tasks which an Employee at this level may perform are subject to the Employee having the appropriate trade and post-trade training to enable the Employee to perform the particular tasks:

	• use information from plans to identify, diagnose and solve problems related to work in a specific field; • be able to identify any deviations from plans and sketches; • schedule and plan work for a team and provide brief reports on the progress and quality of the work; • exercises skills involved in the fabrication, assembly, installation, maintenance, testing, modifying, fault finding, design or commissioning of systems such as water supply, sanitary, waste disposal and drainage, mechanical services including heating, ventilation and air conditioning, irrigation, roofing, gas fitting or consumer piping systems; and • exercises diagnostic skills in respect of various systems in plumbing and mechanical services.

Roofing Classifications

Classification	Definition
Roof Plumber Level 1	First 12 months of employment only
Roof Plumber Level 2	80% competent to trade level
Roof Plumber Level 3	Fully competent to trade level
Roof Plumber Level 4	Possessing relevant Certificate III trade qualification

Appendix B: Additional Electrical Trade Definitions

Classification Definitions

Alarm/Security Technician Grade 1" means a tradesperson employed to carry out repairs and maintenance of alarm/control panels, detectors, pumps, fire suppression signs, bells and other associated equipment in the industry of fire-alarm servicing.

In the industry of security servicing, the tradesperson is employed in the field of intruder alarm systems, closed circuit television, video or photographic systems and any external or internal security lighting devices, performing repairs and maintenance.

"Alarm/Security Technician Grade 2" means an Alarm/Security Technician Class I who is engaged on complex or intricate circuitry or both, the performance of which requires the use of "Additional knowledge" as defined below.

Additional knowledge may be acquired through a minimum of 2 years on-the-job experience as a serviceperson, working on the company's installations and equipment.

"Alarm/Security Technician Grade 3" means an Alarm/Security Technician who:

(a) has not less than one year of experience as such and who has satisfactorily completed an appropriate electronics post trades course,

(b) has not less than 2 years' experience with the employer as such, and who possesses a thorough knowledge of the employer's company and processes and who is capable of servicing all the equipment associated with such company, and who is employed to maintain, test, modify services and/or repair complex and intricate electrical, electronic circuits or components, equipment, apparatus and/or devices used in industrial applications in the fire-alarm/security systems industry, and for which the performance of such work requires a higher skill than required by a tradesperson employed on basic service work.

"Alarm/Security Technician Grade 4" means an Alarm/Security Technician Grade 3 who is engaged in applying their knowledge and skills to the tasks of repairing, maintaining, servicing, modifying, commissioning, fault finding and diagnosing various forms of systems which are electronically controlled by complex digital and/or analogue control systems utilising integrated circuitry. The application of this skill and knowledge would require an overall understanding of the operating principles of systems and equipment on which the tradesperson is required to carry out their tasks.

To be classified as an Alarm/Security Technician Grade 4, a tradesperson must have at least 3 years on-the-job experience in electronic systems utilising integrated circuits, and in addition must have satisfactorily completed a post trades course in electronics equivalent to at least 2 years part-time study.

In addition, to be classified as an Alarm/Security Technician Grade 4, a tradesperson must be capable of:

(a) Maintaining and repairing multi-function printed circuitry using circuit diagrams and test equipment.

(b) Working under minimum supervision and technical guidance.

(c) Providing technical guidance within the scope of the work described in this definition.

(d) Preparing reports of a technical nature on specific tasks or assignments as directed and within the scope of the work described in this definition.

"Alarm/Security Tester Grade 1" means a person employed to inspect and test alarm/control panels, fire suppression equipment, detectors, signs, bells, pumps and associated equipment in the industry of fire-alarm servicing. In the industry of security servicing, the "Alarm/Security Tester" is employed to inspect and test in the fields of intruder alarm systems, closed circuit television, video or photographic systems and any external security lighting devices and associated equipment.

In addition to those duties, the "Alarm/Security Tester" is capable of preparing written reports on the conditions, suitability and requirement for the abovementioned equipment. The Tester will be able to accurately identify faults in systems and report them expeditiously as required, as well as prepare reports detailing all requirements for the testing of systems in their test run.

"Alarm/Security Tester Grade 2" means an "Alarm/Security Tester" capable of testing any electrical system including but not limited to halon, CO2, ansul, emergency lighting, evacuation systems, all fire detection and suppression systems and associated equipment. The employee with minimal supervision and assistance will be able to interchange test runs and demonstrate the operation of systems to clients, insurers and appropriate personnel.

"Alarm/Security Tester Grade 3" means a person, or holder of industry recognised accreditation, which may be granted to persons who through industry experience, have gained the necessary skills, and are able to carry out all aspects of a Tester Grade 2 scope of work and are employed to carry out repairs and maintenance of alarm/control panels, detectors, fire suppression signs, bells and other ancillary associated equipment in the industry of fire alarm servicing, excluding authority provided power supplies or works on live side of isolating devices.

In the industry of security servicing, the person is employed in the fields of intruder alarm systems, closed circuit television, video or photographic systems and any external or internal security lighting devices, performing repairs and maintenance.

"Communications Tradesperson - Special Class" shall mean a Radio Mechanic, Electrical Fitter or an Electrical Mechanic, who is engaged on complex and/or intricate circuitry, the performance of which work requires the use of "additional knowledge" as defined.

For the purpose of this definition "additional knowledge" means knowledge in excess of that gained by the satisfactory completion of the appropriate technical college trade course which has been acquired by the tradesperson by virtue of their:

(a) having had not less than 2 years on-the-job experience as a tradesperson, working mainly on such complex and/or intricate circuitry as will enable them to perform such work unsupervised where necessary and practicable: and

(b) having, by virtue of either the satisfactory completion of an appropriate post trade course in electronics or the achievement of a comparable standard of knowledge by other means including the on-the-job experience, gained a sufficient comprehension of such complex or intricate circuitry work as will enable the tradesperson to examine, diagnose and modify systems comprising inter-connected circuits.

"Electrical Fitter" shall mean an employee who is mainly employed in the workshops manufacturing, fitting, and repairing electrical instruments, machines, and apparatus. Electrical fitting in this definition shall include armature and transformer winding, and people solely engaged in making and repairing instruments. The legitimate possession of a certificate of competency in this particular class of work issued by the Electrical Licensing Board under the Electricity Act 1994 shall be recognised as proof of efficiency.

"Electrical Fitter (Instrumentation and Process Control)" means an employee who is required to make and/or modify, test, install, adjust and repair, plant instrumentation involving process control equipment including instruments incorporating mechanical, pneumatic, hydraulic, electrical and electronic functions.

The legitimate possession of the appropriate certificate issued by the Electrical Licensing Board under the Electricity Act 1994 shall be recognised as proof of efficiency.

"Electrical Labourer" shall mean an employee, not otherwise provided for in this Document, who is doing work necessary for electrical work.

"Electrical Linesperson" shall mean an employee engaged in overhead construction and maintenance work, and running, fixing, connecting, and maintaining electrical conductors outside of buildings, or an employee engaged in sapping poles, cutting chocks for arms, and fitting arms to poles while the poles are lying on the ground. The legitimate possession of a certificate of competency in this particular class of work issued by the Electrical Licensing Board under the Electricity Act 1994 shall be recognised as proof of efficiency.

"Electrical Linesperson - Live Line" shall mean an Electrical Linesperson as defined in this Document who is required to carry out "Live Line Work" as prescribed in the Electricity Act 1994.

Such employee may perform "Live Line Work" while the employee remains so authorised by the State Electricity Commission of Queensland in accordance with the said Act.

"Electrical Mechanic" shall mean an employee engaged in placing or affixing or running electrical conductors of all kinds and for all purposes from the point of supply to the point of utilisation, and also in the fixing inside of buildings and vehicles of all kinds of conduits and conductors. It shall include the erecting and connecting up of dynamos, motors, and switchboards, and the connecting up of all instruments and apparatus at the point of utilisation and supply for all purposes, including power, lighting, heating, and smelting, and safe working instruments, apparatus, telephones, bells, public address systems, wireless apparatus, meter fixing, connecting of meters, and the erection, overhauling and

repairing of storage batteries and the assembling and renewing of finished parts, and the marking out and mounting of any switchboards, and the effecting of any repairs to electrical machines and appliances when it is necessary to carry out the work on the spot, or is incidental to such necessary work. The legitimate possession of a certificate of competency in this particular class of work issued by the Electrical Licensing Board under the Electricity Act 1994 shall be recognised as proof of efficiency.

"Electrical Storeperson" shall include an employee responsible for storing, receiving and issuing tools, parts and testing equipment in or in connection with an electrical, including radio and television, workshop and/or depot, but shall not include storepersons employed in any retail or wholesale establishment who receive, store or issue television, radio or electrical equipment and who are provided for in any other Agreement.

"Electrical Tradesperson's Assistant" shall mean an employee directly assisting a tradesperson.

"Electronic Equipment Tester/Installer Grade 1" means an employee engaged on the alignment, installation and testing of radio, communications and related equipment, installing fire alarms and/or security alarm equipment, or installing data and communication cabling, including the locating of faults not requiring the skills of a tradesperson.

"Electronic Equipment Tester/Installer Grade 2" means an employee who has had not less than one year at Level 1 or the equivalent experience. Provided that an Electronic Equipment Installer Level 2 shall not undertake tasks requiring the skills of a tradesperson.

"Electronic Serviceperson Grade 1" means an adult employee engaged on radio, communications and related equipment which requires the application of general trades experience gained through apprenticeship in that work.

"Electronic Serviceperson Grade 2" means an Electronic Serviceperson Grade 1 who has had not less than one year's experience as a tradesperson working in the radio communication industry.

"Electronic Serviceperson Grade 3" means an Electronic Serviceperson Grade 2 who is engaged on complex or intricate circuitry or both, the purpose of which work requires the use of "additional knowledge" as herein defined.

For the purpose of this definition "additional knowledge" means knowledge in excess of that gained by the satisfactory completion of the appropriate technical college trade course which has been acquired by the tradesperson by virtue of their:

(a) having had not less than 2 years on-the-job experience as a tradesperson working on such complex or intricate circuitry work as will enable the tradesperson to perform such work unsupervised where necessary and practicable; and

(b) having by virtue of either the satisfactory completion of a prescribed post trades course in industrial electronics, radio or communications or the achievement of a comparable standard of knowledge by other means, including the on-the-job experience gained a sufficient comprehension of such complex or intricate circuitry work as will enable the tradesperson to examine, diagnose and modify systems comprising inter-connected circuits.

"Electronic Serviceperson Grade 4" means an Electronic Serviceperson working at a level beyond that of an Electronic Serviceperson Grade 3, who is engaged in applying their knowledge and skills to the tasks of installing, repairing, maintaining, servicing, modifying, commissioning, testing, fault finding and diagnosing of various forms of machinery and equipment which are electronically controlled by complex digital and/or analogue systems utilising integrated circuitry. The application of this skill and knowledge would require an overall understanding of the operating principles of the systems and equipment, on which the tradesperson is required to carry out their tasks. To be classified as an Electronic Serviceperson, Grade 4, a tradesperson must have at least 3 years on-the-job experience as a tradesperson in electronic systems utilising integrated circuits and in addition must have satisfactorily completed a post trades course in electronics equivalent to at least 2 years part-time study.

In addition, to be classified as Electronic Serviceperson, Grade 4, a tradesperson must be capable of:

(a) Maintaining and repairing multi-function printed circuitry using diagrams and test equipment.

(b) Working under minimum supervision and technical guidance.

(c) Providing technical guidance within the scope of the work described in this definition.

(d) Preparing reports of a technical nature on specific tasks or assignments, as directed, and within the scope of the work as described in this definition.

"Electronic Serviceperson Grade 5" means an Electronic Serviceperson working at a level beyond that of an Electronic Serviceperson Grade 4, who in addition to the requirements of the Electronic Serviceperson Grade 4, must have one

further years on-the-job experience as a tradesperson working on electronic systems, but who in addition is required to maintain and repair multi-function printed circuitry using circuit diagrams and test equipment.

To be classified as an Electronics Serviceperson, Grade 5, a tradesperson must be engaged in applying their skills and knowledge to the tasks of designing, modifying, testing and diagnosing complex electronic systems related to radio and communications equipment.

“Electronics Tradesperson" means an electrical tradesperson working at a level beyond Electrician Special Class and who is mainly engaged in applying their knowledge and skills to the tasks of installing, repairing, maintaining, servicing, modifying, commissioning, testing, fault finding and diagnosing of various forms of machinery and equipment which are electronically controlled by complex digital and/or analogue control systems utilising integrated circuitry. The application of this skill and knowledge would require an overall understanding of the operating principles of the system and equipment on which the tradesperson is required to carry out their tasks.

To be classified as an Electronics Tradesperson a tradesperson must have at least 3 years on-the-job experience as a tradesperson in electronic systems utilising integrated circuits and in addition, must have satisfactorily completed a post trades course in electronics equivalent to at least 2 years part time study.

In addition, to be classified as an electronics tradesperson a tradesperson must be required, as part of their duties, to:

(a) Maintain and repair multi-function printed circuitry of the type described in this definition using circuit diagrams and test equipment.

(b) Work under minimum supervision and technical guidance.

(c) Provide technical guidance to other tradespersons or to management within the scope of the work described in this definition; and/or

(d) Prepare reports of a technical nature on specific tasks or assignments as directed and within the scope of the work described in this definition.

“Fire-alarm Systems" means the industry and trades which are concerned with the installation, repair, modification, maintenance, testing and servicing of fire alarms, detectors, fire-suppression signs, bells and associated equipment.

"Installation Inspector" shall mean an Electrical Mechanic who is employed by an Electrical Contractor or company which is principally engaged in providing independent installation inspections and who is qualified within the terms of the Electricity Act 1994, to act as an Installation Inspector and is employed as such. An Installation Inspector must have the following qualifications:

(a) Possess a certificate of competency as an Electrical Mechanic

(b) Has successfully completed a course conducted by the Department of Employment Vocational Education and Training at a TAFE College or approved skill centre comprising the following subjects:

(i) AEL 223 - Electrical Installation Work.

(ii) AEL 226 - Electrical Practices and Responsibilities.

(iii) AEL 122 - Electrical Installation Testing.

(c) Has at least 3 years recent experience in the Electrical Contracting Industry as an Electrical Mechanic or has at least 3 years recent experience as an Installation Inspector with an Electricity Authority in Queensland.

"Instrument Tradesperson" means a tradesperson who is mainly engaged in installing, (including the installing of inter connecting instrumentation wiring, not prohibited by the Electricity Act 1994 or hydraulic or pneumatic instrumentation tubing), repairing, maintaining, and servicing industrial instruments and control systems, including instruments and systems utilising integrated circuits.

An Instrument Tradesperson will have completed an apprenticeship, the greater part of which involved industrial instrumentation, or alternatively can demonstrate a knowledge and understanding of industrial instrumentation and can apply that knowledge and understanding to the tasks assigned by their employer. The required knowledge and understanding would have been gained by undertaking a formal training course run by a State Education Department or

Technical Education Department or its equivalent or by at least 12 months on the job experience as a tradesperson at instrument work

"Instrument Tradesperson - Complex Systems" means an instrument tradesperson who is mainly engaged in installing, repairing, maintaining, servicing, testing, modifying, commissioning, calibrating and fault finding instruments which make up a complex control system which utilises some combination of electrical, electronic, mechanical, hydraulic and pneumatic principles, including work on complex digital and/or analogue control systems utilising integrated circuits.

To be classified as an Instrument Tradesperson - Complex Systems, a tradesperson will have:

(a) had a minimum of 2 years on the job experience as a tradesperson working predominantly on complex and/or intricate instruments and instrument systems, as will enable them to perform such work under minimum supervision and technical guidance; and

(b) satisfactorily completed an appropriate post trade course equivalent to at least 2 years part time study or has achieved to the satisfaction of the employer, a comparable standard of skill and knowledge by other means including in-house training or on the job experience referred to in (a)

"Instrumentation and Controls Tradesperson" means an instrument tradesperson working mainly at a level beyond that of instrument tradesperson - complex systems and who is mainly engaged in applying their skills and knowledge to installing, repairing, maintaining, servicing, testing, modifying, commissioning, calibrating and fault finding industrial instruments which make up a complex control system which utilises some combination of electrical, mechanical, hydraulic and pneumatic principles and electronic circuitry containing complex analogue and/or digital control systems utilising integrated circuitry.

The application of this skill and knowledge would require an overall understanding of the operating mode or principles of the various types of measurement and control devices on which the tradesperson is required to perform their tasks. To be classified as an Instrumentation and Controls Tradesperson, a tradesperson must have at least 3 years relevant on the job experience as a tradesperson - 12 months of which must be at the level of "Instrument Tradesperson - Complex Systems" and in addition must have satisfactorily completed a related post-trades course equivalent to at least 2 years part time study.

In addition, to be classified as an Instrumentation and Controls Tradesperson, a tradesperson must be required as part of their duties to:

(a) Maintain and repair multi-function printed circuitry of the type described in this definition using circuit diagrams and test equipment:

(b) Work under minimum supervision and technical guidance:

(c) Provide technical guidance to other tradespeople or to management within the scope of the work described in this definition; and/or

(d) Prepare reports of a technical nature on specific tasks or assignments as directed and within the scope of the work described in this definition.

“Jointer" shall mean an employee who is employed in jointing cables or sweating on lugs in connection with the installing and maintenance of underground or overhead distributing systems, and the running of feeders, mains and services up to the main fuse in consumers' premises. The legitimate possession of a certificate of competency in this particular class of work issued by the Electrical Workers and Contractors' Board under the Electricity Act 1994 shall be recognised as proof of efficiency.

"Journeyperson" shall mean an Electrical Fitter, Electrical Mechanic, electrical Jointer, Electrical Linesperson, electrician in charge, shift electrician, Radio Mechanic or television mechanic.

"Lines Clearance Operator" means an adult who is employed on the clearance of vegetation in the vicinity of overhead power distribution lines.

"Purchasing Clerk" means an employee who initiates orders for electrical materials, receives and issues materials and provides reports on the cost of materials for the preparation of tender documents and job cards.

In addition to these duties, the Purchasing Clerk may conduct sale of materials and equipment to the Public or to the Trade.

“Radio Mechanic" shall mean an employee who is mainly employed to assemble and/or repair, and/or service, and/or install, and/or test radio receivers, and/or public address systems.

"Refrigeration Mechanic or Serviceperson Grade I" means a tradesperson employed to carry out installation, repairs, and routine maintenance of domestic, commercial and industrial refrigeration and air conditioning systems.

“Refrigeration Mechanic or Serviceperson Grade 2" means a Refrigeration Mechanic or Serviceperson Grade I who has had not less than one years’ experience as a tradesperson engaged on complex or intricate circuitry or both.

"Refrigeration Mechanic or Serviceperson Grade 3" means a Refrigeration Mechanic or Serviceperson Grade I who has had not less than 2 years’ experience as a tradesperson, and possesses a sound working knowledge of refrigeration and air conditioning, electrical control systems to enable the employee to service, diagnose faults and repair domestic, commercial and industrial refrigeration, air conditioning systems under limited technical supervision.

In addition, to be classified as a Refrigeration Mechanic Grade III, the employee must demonstrate sufficient working knowledge of electronic controls as applied to refrigeration and air conditioning systems to enable the employee to identify faulty modules.

"Refrigeration Mechanic or Serviceperson Grade 4" means Refrigeration Mechanic or Serviceperson Grade I, who has had not less than 3 years’ experience on-the-job as a tradesperson and possesses a sound working knowledge of refrigeration and air conditioning electrical and electronic systems as to enable the employee to commission, service, diagnose faults and repair domestic, commercial and industrial refrigeration and air conditioning systems.

To be classified as a Refrigeration Mechanic Grade IV, the employee must have satisfactorily completed a 2 year post trade course in Industrial Electronics.

In addition, to be classified as a Refrigeration Mechanic or Serviceperson Grade IV, a tradesperson may be required to carry out the following duties:

(a) Maintain and repair multi-function printed circuits using circuit diagrams and appropriate test equipment;

(b) Work under minimum supervision and technical guidance;

(c) Provide technical guidance within the scope of the work described in this definition; and

(d) Prepare reports of a technical nature on specific tasks or assignments as directed within the scope of the work described in this definition.

“Security Alarm Systems" means the industry and trades which are connected with the installation, maintenance, monitoring, controlling, repairing or testing of any electrical, electronic or acoustic equipment or device, or any combination thereof which includes any intruder alarm systems incorporating closed circuit television, video or photographic systems, electronic, electro-mechanic access control systems, any computer hardware systems and/or computer software including ancillary equipment or any external or internal lighting device used for any commercial, industrial, domestic or Governmental purpose.

"Television Antenna Installer/Erector" means an adult employee engaged in erecting and/or installing television and other electronic impulse transmitting and/or receiving antennae.

"Television/Radio/Electronic Equipment Serviceperson Grade I" means an adult who has completed an appropriate trades course or who has achieved an equivalent standard of skill and knowledge, and who is engaged on routine servicing work which requires no more than the application of the general trade experience gained through apprenticeship or equivalent training on-the-job.

"Television/Radio/Electronic Equipment Serviceperson Grade 2" means a Television/Radio/Electronic Equipment Serviceperson Grade I who has had not less than one years’ experience, as a tradesperson, working on visual and/or sound receiving, recording and/or reproduction devices and associated equipment and associated electronics products.

"Television/Radio/Electronic Equipment Serviceperson Grade 3" means a Television/Radio/Electronic Equipment Serviceperson Grade II who has completed an appropriate trade course which includes instruction in electronic products and who has achieved an equivalent standard of skill and knowledge through 2 years’ experience in the industry or through a special course of tuition, and is required to diagnose and rectify faults in electronics equipment and/or similar apparatus.

"Television/Radio/Electronic Equipment Serviceperson Grade 4" means a Television/Radio/Electronic Equipment Serviceperson working at a level beyond that of a Television/Radio/Electronic Serviceperson Grade III, who is engaged in applying their knowledge and skills to the tasks of installing, repairing, maintaining, servicing modifying, commissioning, testing, fault finding and diagnosis of various forms of machinery and equipment which are electronically controlled by complex digital and/or analogue systems utilising integrated circuitry. The application of this skill and knowledge would require an overall understanding of the operating principles of the systems and equipment on which the tradesperson is required to carry out their tasks.

To be classified as a Television/Radio/Electronic Equipment Serviceperson Grade IV, a tradesperson must have at least 3 years on-the-job experience as a tradesperson in electronic systems utilising integrated circuits, and in addition, must have satisfactorily completed a post trades course in electronics to at least 2 years part-time study.

In addition, to be classified as a Television/Radio/Electronic Equipment Serviceperson Grade IV, a tradesperson must be capable of:

(a) Maintaining and repairing multi-function printed circuitry, using circuit diagrams and test equipment

(b) Working under minimum supervision and technical guidance.

(c) Providing technical guidance within the scope of the work described in the definition.

(d) Preparing reports of a technical nature on specific tasks or assignments as directed and within the scope of the work described in this definition.

“Television/Radio/Electronic Equipment Serviceperson Grade 5" means a Television/Radio/Electronic Equipment Serviceperson working at a level beyond that of a Television/Radio/Electronic Equipment Serviceperson Grade IV who, in addition to the requirements of the Television/Radio/Electronic Equipment Serviceperson Grade IV, must have one additional year on-the-job experience as a tradesperson working on electronic systems, but, who in addition, is required to maintain and repair multi-function printed circuitry using diagrams and test equipment.

To be classified as a Television/Radio/Electronic Equipment Serviceperson Class V, a tradesperson must be engaged in applying their skills and knowledge to the tasks of design, modifying, testing and diagnosis of complex electronic systems related to radio and communications equipment.

"Television Mechanic" shall mean an employee who is mainly employed to assemble and/or repair and/or service and/or test television receiving sets and/or parts.

"Truck Attendant" shall mean an employee who is part of a gang which performs electrical work and who during the course of their work, assisting electrical Journeypersons, is required as a minor part of their duties to drive vehicles under 6 tonnes used in connection with the work of the gang.

Appendix C: Standard Definitions

Definitions

The following definitions shall apply to this Document:

ACIRT means the Australian Construction Industry Redundancy Trust (ABN 39 062 330 170).

Apprentice or Trainee means an apprentice or trainee within the meaning of the *Vocational Education, Training and Employment Act 2000 (VETE Act)*. Apprenticeship and Traineeship have a corresponding meaning.

Australian Super is the nominated superannuation fund for the AMWU.

Award means the industrial instruments as outlined in clause 7 of this document.

BERT is an acronym used for the Building Employee Redundancy Trust (ACN 82 010 917 281) (BERT Fund) as described in the Trust Deed creating the BERT Fund.

Best Practice Principles means the State of Queensland's Best practice principles: Quality, safe workplaces policy document, as amended from time to time.

BEWT is an acronym for the Building Employees Welfare Trust. The "BEWT Fund" means the fund established pursuant to a deed between B.E.R.T Pty Limited and James Kristen Peterson. "Trustee of the BEWT Fund" means B.E.R.T Pty Limited or any trustee appointed under the BERT Redundancy Trust Deed.

BUSS(Q) is an acronym for the Building Unions Superannuation Scheme (Queensland) Pty Ltd. ABN 85 571 332 201.

Casual Employee means an Employee employed on an occasional basis and whose work pattern is not regular or systematic.

CBUS is an acronym for the Construction & Building Industry Superannuation Pty Ltd. (ABN 75 493 363 262).

CIPQ means Construction Income Protection Queensland Ltd (ACN 110 841 962).

CIRT means The Contracting Industry Redundancy Trust (ABN 49 011 050 329).

Code means the *Code for the Tendering and Performance of Building Work 2016.*

Competency Based Training means a method of training based on occupational skills standards which are set out in units of competency within training packages and accredited courses.

Consultative Committee means a representative group who meet regularly for the purpose of reviewing work related issues.

Continuous Shift Worker means, for the purpose of the additional week of annual leave provided by the NES means an Employee engaged to work in a system of consecutive shifts throughout the 24 hours of each of at least six consecutive days without interruption (except during breakdown or meal breaks or due to unavoidable causes beyond the control of the Employer) and who is regularly rostered to work those shifts.

Day Work means work commencing between 6.00 am and 10.00am, Monday to Friday.

Double time and a half means one and a half days wages in addition to the Employee's ordinary time rate of pay or pro rata if there is more or less than a day.

Employee means an employee of the Employer.

Employer means the company that employs workers who are engaged in civil construction works within the State of Queensland for which classifications are prescribed by this Document.

Energy Super means Electricity Supply Industry Superannuation (Qld) Ltd (ABN 30 069 634 439, AFSL 336567).

HSR means Health and Safety Representative elected to represent workers on health and safety and matters have responsibilities under the WHS Act.

JetCo means the Joint Electrical Training Council, which is CRITs associated training fund.

Kept waiting for wages on pay day means all such time spent waiting, wherever the waiting is done.

Local Employee means an Employee whose normal residential home base is within reasonable travel distance to the applicable work site each day.

National Training Package means endorsed collections of reference materials that define the national standards and qualifications for recognising and assessing people's skills in specific vocations.

NES means the National Employment Standards prescribed by the *Fair Work Act 2009 (Cth).*

Non-Local Employee means an Employee who cannot reasonably travel to the applicable work site from their normal residential home base each day.

FW Act means the *Fair Work Act 2009 (Cth).*

FWC means the Fair Work Commission.

Injury shall have the same definition as the *Workers' Compensation and Rehabilitation Act 2003 (Qld)* as applicable.

Overtime means any time worked in excess of or outside of the ordinary working hours as prescribed in Clause 9 of this Document.

On-site means work that does not include the following:

- The off-site prefabrication of made-to-order components to form part of any building, structure or works, unless that work is performed on an auxiliary or holding site that is separate from the primary construction site or sites.
- The transportation or supply of goods to be used for any of the work mentioned above (in the BCIIP Act definition of 'building work'), directly to project sites where that work is being or may be performed.

Person Conducting a Business or Undertaking (PCBU) means a business or an undertaking that is either conducted alone or with others, whether or not for profit or gain.

Protect is the nominated redundancy fund for the AMWU.

QIRC means Queensland Industrial Relations Commission.

QLD Workers' Compensation means a type of insurance through WorkCover Queensland that can pay the wages and medical costs of employees who have been injured in the performance of their duties.

Redundancy means a situation where an Employee ceases to be employed by the Employer, other than for reasons of serious and wilful misconduct, whereas **Redundant** has a corresponding meaning.

RDO means rostered day off.

Special Class Dogman means a dogman having no less than 12 months on the job experience in dogging tower cranes and, having obtained a 'Verification of Competency (VOC) for the particular tower crane.

Special Class Tradesperson means a tradesperson who is engaged on work which requires the use of complex, high quality trade skills and experience which are not generally exercised in normal construction work. For the purpose of this definition, complex and high-quality trade skills and experience will be deemed to be acquired by the tradesperson:

(a) Having had not less than 12 months' on-the-job experience of such skilled work, and

(b) Having, by satisfactory completion of a prescribed post trade course, or other approved course, or the achievement of knowledge and competency by other means including the on-the-job experience, as will enable the tradesperson to perform such work unsupervised where necessary and practical, to the required standard of expertise/skill.

STQ means Service Trades Queensland.

Tradesman means an employee who possesses as a minimum qualification a trade certificate.

Traditional Owners means an indigenous person who is a member of a local descent group having certain rights and responsibilities in relation to a tract of land or area of sea.

Union Delegate means an Employee elected by Union members and a member of an employee organisation entitled to represent the industrial interests of employees employed by the Employer as required. All parties to this Document shall be notified as soon as practicable after the election of a Union Delegate.

Union Representative means a member of an employee organisation entitled to represent the industrial interests of employees.

Union means the;

- *AMWU;*
- *AWU;*
- *CEPU;*
- *CFMEU; and*
- *ETU.*

Verification of Competency (VOC) means an assessment of an employee's knowledge and skills to assist in deeming staff competent to perform a task or operate plant and/or equipment.

Wage Guard is the nominated income protection insurance provider for the AMWU.

Wage Rate means the Employee's ordinary hourly rate of pay as set out in this Document.

Welcome to Country means a ceremony that is performed by indigenous Traditional Owners for people visiting their Country.

Wet Bulb Globe Temperature Index means the measure of the heat stress in direct sunlight, which takes into account temperature, humidity, wind speed, sun angle and cloud cover.

WHS Act means the *Work Health and Safety Act 2011 (Qld)* where applicable.

WHS Committee means a group of workers that have been nominated to develop and review health and safety policies and procedures for the workplace.

WHS Representative means Health and Safety Representative elected to represent workers on health and safety and matters have responsibilities under the WHS Act.

Workplace Impairment Policy and Procedures means the Workplace Impairment Policy and Procedures as set out in the Impairment Policy.

Appendix D: Forms and Additional Documents

AUDIT FORM

EMPLOYER NAME: _____

ABN NUMBER: _____

ADDRESS: _____

PRINCIPAL NAME: _____

PRINCIPAL TITLE: _____

WORKCOVER POLICY NUMBER: _____

Number of personnel: _____

Overtime 1½x: _____

Overtime 2x: _____

Base Hourly Rate: _____

Fares & Travel: _____

CBUS/BUSS(Q): □ **Yes** □ **No**

BERT: □ **Yes** □ **No**

BEWT: □ **Yes** □ **No**

CIPQ: □ **Yes** □ **No**

RDO Accrual: □ **Yes** □ **No**

Annual Leave: □ **Yes** □ **No**

Sick Leave: □ **Yes** □ **No**

PSLS: □ **Yes** □ **No**

Group Tax: □ **Yes** □ **No**

STATUTORY DECLARATION BY PRINCIPAL: I hereby state that the Employer has paid all of its entitlements and legal obligations in accordance with the appropriate industrial instrument.

_____PRINCIPAL

AUTHORISED BY CPA/INSTITUTE OF CHARTERED ACCOUNTANTS

EMPLOYER NAME:

NAME OF ACCOUNTANT:

REGISTRATION DETAILS

AUTHORISATION STATEMENT: I have examined the time and wages records and hereby certify that they are in accordance with the appropriate industrial instrument.

_____**CERTIFIED PRACTISING ACCOUNTANT**

RDO NOTIFICATION FORM

Notification pursuant to clause 12.7(c) above to Work on Scheduled RDO

Date: _____

Employer	
Date of Scheduled RDO	
Project Name	
Project Address	
Work to be undertaken	
Approximate number of employees required	
Union delegate/employee representative	

Manager contact details

Name: _____

Phone: _____

Email: _____

Tick the appropriate Box

- □ Affected Employee/s consulted by Employer
- □ Affected Employee/s not wishing to work in accordance with the clause have been given an opportunity to reasonably refuse
- □ Affected Employee/s informed that if they have a concern about working the scheduled RDO they can raise the matter with their union delegate/employee representative.

Reason/s for work on scheduled RDO

- □ High risk activity (specify below)
- □ Maintenance, repair, commissioning
- □ Restrictions, laws, regulations, etc.
- □ Inclement weather
- □ Other

Explanation of ground/s listed above:

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Part 1 – TITLE, PREAMBLE AND COMMON CLAUSES

1. TITLE AND PREAMBLE

This Document will be known as the Standard Best Practice Industry Conditions – Building Construction Projects 2023 - 2027.

Preamble

The Queensland Government through the Queensland Procurement Policy is committed to maximising benefits for Queenslanders by using procurement to support local jobs and businesses to drive economic, ethical, environmental and social objectives and targets. This includes ensuring quality, safe workplaces for people engaged on major state government projects, through the implementation of Best Practice Principles: quality, safe workplaces (BPPs), in accordance with guidance issued by the Department of Energy and Climate and the Office of Industrial Relations.

For major projects of $100 million and above and declared projects, the value for money assessment must also include application of all the following BPPs:

- workplace health and safety systems and standards
- commitment to apprentices and trainees
- best practice industrial relations.

To assist with the industrial relations commitment, the Queensland Government has developed this set of Industry Conditions entitled the Standard Best Practice Industry Conditions – Building Construction Projects 2023 - 2027 to apply for the period 2023-2027 to assist with tendering for building construction projects with a total project value over $100 million (or declared).

These conditions set standards to ensure that a workforce with optimal levels of skills and experience is attracted and retained for the life of a project's delivery and ensure that relevant stakeholders can interact in a positive, collaborative and productive way through to successful project completion.

This BPIC sets the Queensland Government’s expectations for the wages and conditions that will apply on projects valued at $100M or over (and declared projects) in the Building Construction and Maintenance Procurement Category.

These conditions set the parameters for the negotiation of specific workplace arrangements and aim to provide the basis for good relationships between business organisations, employees, and their representatives.

Successful projects rely heavily on the quality of these relationships to solve problems as they arise and deliver complex projects.

The Queensland Government is committed to project delivery at a speed that meets its infrastructure priorities.

The capacity to apply this BPICs is a threshold/mandatory criteria to being shortlisted through the tender process.

It is noted that this set of Industry Conditions does not apply to off-site prefabrication of made-to-order components to form part of any building, structure or works, unless that work is performed on an auxiliary or holding site that is separate from the primary construction site or sites.

Implementation of Conditions of Employment

Contractors engaged on Queensland Government projects are to recognise the priority of having in place legally binding and enforceable workplace arrangements with conditions of employment that meet or exceed the minimum the Conditions of Employment required by this BPIC policy.

In particular, contractors must ensure that workplace arrangements will:

- be no less favourable to employees than the conditions in this BPIC policy;
- ensure the consultative and dispute resolution measures that meet or exceed the minimum requirements in this BPIC policy apply;
- be established through a bargaining process that does not offend the genuine bargaining principles of the *Fair Work Act*; and
- have a period of operation and scope that covers the life of the project, and/or ensures the project is protected from a bargaining period that enables protected industrial action.

In addition, the tender processes will be seeking contractors that have a plan for the engagement of subcontractors/suppliers who will implement workplace arrangements that are no less favourable to employees than the conditions of employment in this BPIC policy.

While the nature of the workplace arrangements is a matter for contractors, they can include lawfully established Project Agreements. The Queensland Government particularly acknowledges the valuable contribution that project agreements can make to promote fair, cooperative and productive workplace relations.

All persons to which this BPIC policy applies, including relevant unions, are to be invited to participate in the creation of the workplace arrangements/project agreements that are proposed by a contractor.

Contracts for projects covered by this BPIC will be conditional on the contractor's proposed workplace arrangements being put in place by a specified date, failing which the contract will be at an end.

2. OBJECTIVES OF THIS POLICY

The key objective of this policy is to set out the minimum terms and conditions of employment for Employees performing work on Queensland Government funded projects. The purpose of this Policy is to ensure that the Queensland Government projects conform with best practice industrial relations. In consultation with relevant stakeholders, this Policy has been developed to ensure that the terms are conditions of employment are commensurate with the challenges associated with working in the construction industry and which:

a) promote safe working conditions;

b) a functional work/life balance;

c) a comfortable standard of living; and

d) provide a framework that seeks to maximise productivity minimise lost time through genuine communication consultation collaboration.

Where there is an inconsistency with a term in the 'Common Clauses' and a term of the sector specific Parts, the term of the Part shall prevail to the extent of any inconsistency. Unless the term of the Common Clause is more beneficial, in which case the term of the Common Clause shall prevail.

3. DEFINITIONS

The following definitions shall apply to this Policy:

ACT is the *Fair Work Act 2009 (Cth)*

Adult apprentice means any person who is 21 years of age or over at the time of commencing an apprenticeship.

Apprentice or Trainee means an apprentice or trainee within the meaning of the Further education and training act 2014 Apprenticeship and Traineeship have a corresponding meaning.

Australian Super means the Trustee for Australian Super (ABN 90 709 422 146).

Award mean the Building and Construction General On-site Award 2020, Electrical, Electronic and Communications Contracting Award 2020, Mobile Crane Hiring Award 2020, Manufacturing and Associated Industries and Occupations Award 2020 and the Plumbing and Fire Sprinklers Award 2020, each as amended from time to time.

BERT is an acronym used for the Building Employee Redundancy Trust (ACN 82 010 917 281) (BERT Fund) as described in the Trust Deed creating the BERT Fund.

BEWT is an acronym for the Building Employees Welfare Trust. The "BEWT Fund" means the fund established pursuant to a deed between B.E.R.T Pty Limited and James Kristen Peterson. "Trustee of the BEWT Fund" means B.E.R.T Pty Limited or any trustee appointed under the BERT Redundancy Trust Deed.

BUSS(Q) is an acronym for the Building Unions Superannuation Scheme (Queensland) Pty Ltd. ABN 85 571 332 201.

CBUS is an acronym for the Construction and Building Industry Superannuation Pty Ltd (ABN 75 493 363 262);

CIPQ means Construction Income Protection Queensland Ltd (ACN 110 841 962).

CIRT means the Contracting Industry Redundancy Trust (ABN 49 011 050 329); CIPS means Construction Income Protection Scheme.

Construction Worker means an Employee engaged to perform work in one of the classifications set out in Part 2 of this Policy;

Dispute means any dispute or grievance that arises at the workplace between an employee or and the employer, or between the Union and the employer, about the NES or the interpretation or application of this Policy or in relation to any matters pertaining to the relationship between the employer and an employee (or employees), or that between the employer and the Union, including but not limited to a dispute about any condition of employment or industrial matter.

Double time and a half means one and a half day's wages in addition to the Employee's ordinary time rate of pay or pro rata if there is more or less than a day.

Electrical Worker means an Employee engaged to perform work in one of the classifications set out in Part 3 of this Policy;

Employee means an employee of the Employer engaged as a Construction Worker, Electrical Worker, Metal and Engineering Worker or Plumbing, Mechanical Plumbing, Sprinkler Fitting and Pipe Trades Worker who perform work for Projects both onsite and off-site in classifications set out from Part 2 to Part 5 of this document;

Employee Representative means a duly elected, or appointed, representative by Employees for the purpose of representing those Employees;

Employer means <Name><Address><ABN> of <Address>.

FW Act means the Fair Work Act 2009 (Cth) or its successor legislation.

FWC means the Fair Work Commission.

"Green Energy Facilities" includes, but is not limited to, Solar Farms, Wind Farms, Pumped Hydro and Hydrogen facilities

Health and Safety Representative or HSR means a member of a designated work group elected to represent that designated work group on matters relating to occupational health and safety;

Income Insurance means CIPQ, WIP and Wageguard Income Insurance.

Kept waiting for wages on pay day means all such time spent waiting, wherever the waiting is done.

Metal and Engineering Worker means an Employee engaged to perform work in one of the classifications set out in Part 5 of this Policy.

NES means the National Employment Standards, as contained in the FW Act, as amended or replaced from time to time.

Parties means the Company, the Employees and/or the Union as the context requires.

PCBU means a person conducting a business or undertaking, as defined in the Work Health and Safety Act;

Permanent Employees means all Employees (being daily hire and weekly hire Employees) other than casual Employees;

Plumbing, Mechanical Plumbing, Sprinkler Fitting and Pipe Trades Worker means an Employee engaged to perform work in one of the classifications contained in Part 3 of this Policy.

PROTECT means Protect Severance Fund (ABN 98 395 548 596).

QBCC means the Queensland Building and Construction Commission.

QIRC means Queensland Industrial Relations Commission.

Overtime means any time worked in excess of or outside of the ordinary working hours.

SGA means the *Superannuation Guarantee (Administration) Act 1992*.

SGL means Superannuation Guarantee Levy.

Sham Contracting is where an employment relationship is disguised as a contracting relationship and if the work can be performed under this Policy, then it must be performed under this Policy and any other arrangement shall be considered sham contracting for the purposes of this Policy, and subject to the penalties of this Policy.

Status Quo means the arrangements in place prior to the Dispute arising. This includes the performance, operation and management of all work and rates of pay and allowances.

Superannuation means BUSS(Q), CBUS and Australian Super

Union Delegate means an Employee elected by Union members and endorsed by the Union to represent the interests of Union members. All relevant parties shall be notified as soon as practicable after the election of a Union Delegate.

Union means the CFMEU, the ETU, the CEPU and/or the AMWU, as applicable.

WAGEGUARD means income protection insurance issued by a competent underwriter or Construction Income Protection Queensland Ltd (ACN 110 841 962);

WHS Act means the Work Health and Safety Act 2011 (Qld).

WHS EPH means Workplace Health and Safety Entry Permit Holders under the WHS Act.

WIP means Windsor Income Protection

Workplace Impairment Policy and Procedures means the Workplace Impairment Policy and Procedures found in APPENDIX 4.

Work Cycle means a roster cycle made up of working and non-working days

4. DATE OF OPERATION

This Policy remains in force until 2/7/2027. Six months prior to expiry Industry stake holders will meet to review and modernize this policy.

5. APPLICATION OF POLICY

Subject to the below, this Policy covers:

a) the Employer;

b) the Construction, Forestry, Maritime, Mining and Energy Union (CFMEU);

c) Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union, Electrical, Energy and Services Division, Qld and NT Branch ("the ETU");

d) Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union, Queensland and Northern Territory Plumbing Divisional Branch) (the CEPU); and

e) Australian Manufacturing Workers' Union Queensland and Northern Territory Divisional Branch (AMWU); and

f) Employees,

    a. collectively known as the Parties.

This Policy only applies to work done in Queensland by Employees who are based in Queensland.

6. PARTIES BOUND AND COVERED

This Policy is legally binding upon and covers the Employer, its Employees, the CFMEU, ETU, CEPU and the AMWU in respect of building and construction work undertaken by the Employees.

7. RELATIONSHIP TO AWARDS, POLICIES, AND OTHER LEGISLATION

The following instruments are incorporated into this Policy:

a) Building and Construction General On-Site Award 2020, as amended from time to time;

b) Mobile Crane Hiring Award 2020, as amended from time to time;

c) Electrical, Electronic and Communications Contracting Award 2020, as amended from time to time;

d) Plumbing and Fire Sprinklers Award 2020, as amended from time to time;

e) Manufacturing and Associated Industries and Occupations Award 2020, as amended from time to time; and

f) QIRC Order (No. B585 of 2003) Apprentices' and Trainees' Wages and Conditions (excluding certain Queensland Government entities) 2003 as it was immediately prior to its rescission.

Where this Policy is silent, the terms of the above documents as amended from time to time during their life, apply. Where there is conflict between a term of this Policy and a term of the above instruments, or a conflict between two terms of this Policy, the higher wage outcome or other outcome more favourable to the Employee will apply.

For clarity, and to avoid all doubt, the Appendices form part of this Policy

Certain projects may be undertaken above and beyond what this Policy allows for e.g. remote works. In these instances, conditions such as appropriate Travel and Camp arrangements will be agreed upon only with consultation with the relevant Unions.

8. INCLUSION

It is the intention of the parties to this Agreement to prevent and eliminate discrimination as defined by the Anti-Discrimination Act 1991 which includes:

a) discrimination on the basis of sex, marital status, family responsibilities, pregnancy, parental status, age, race, impairment, religion, political belief or activity, trade union activity, lawful sexual activity and association with, or relation to, a person identified on the basis of the above attributes;

b) sexual harassment; and

c) racial and religious vilification.

Accordingly, in fulfilling their obligations under the grievance and disputes settling procedure, the parties to this Agreement must take reasonable steps to ensure that neither the Agreement provisions nor their operation are directly or indirectly discriminatory in their effects.

Under the Anti-Discrimination Act 1991 it is unlawful to victimise an Employee because the Employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.

Nothing in clause is to be taken to affect:

a) any different treatment (or treatment having different outcomes) which is specifically exempted under the Anti-Discrimination Act 1991;

b) an Employee, Employer or registered organisation, pursuing matters of discrimination, including by application to the Human Rights and Equal Opportunity Commission/Anti-Discrimination Commission Queensland.

First Nations People

The Parties recognise there is a significant population of First Nations People within Queensland and the Northern Territory. The Employer shall use best endeavours to employ a minimum of 5% of its total workforce who identify as First Nations People.

The Employer will ensure that cultural awareness forms part of the induction process to ensure that all workers are made aware of the history and spiritual connection that traditional owners have with each area where work takes place.

First Nations people will be entitled cultural and ceremonial leave as per the below.

A cultural ceremony will be arranged on each project with the relevant traditional custodians of the land on which the project is being built. The particulars of which will be determined through consultation with the relevant traditional custodians and should also consider project site and location but shall take place not later than when the number of onsite workers reaches 50. Consultation shall also deal with subsequent cultural events onsite depending on the makeup and constitution of the project and advice from the relevant traditional custodians. This shall form part of the Employers commitment to the principles of social, restorative justice and cultural affirmation.

The Employer recognises that a supportive working environment for Aboriginal and Torres Strait Islander people requires the redress of racism, social justice, exploitation and employment inequality. Reflecting the parties' commitment to the principles of Aboriginal and Torres Strait islander self-determination, social and restorative justice and cultural affirmation the Employer will develop a policy which provides for:

a) 5 days paid leave for participation in cultural and ceremonial activities. Where additional leave is required access to annual and/or unpaid leave will be made available.

b) skill and career development opportunities for First Nations Employees

c) the development of retention and promotion for First Nations Employees

d) Ensure increasing First Nations employment targets in consultation with community organisations and the union.

1.1 Where the workplace is a construction site, the Employer's obligations in 8.5 and 8.6 will be deemed to have been met, if provided by the principal contractor on the site

Women in the Industry

Parties respect equal employment opportunities and it is recognised the demographic of the construction industry could be more diverse. To that end, the Parties support the promotion of women into the industry and shall discuss means to achieve this objective including ways to encourage and assist women to seek and maintain employment in the construction industry. The 5-day work week, parental leave and Job-Sharing initiatives contained in this Policy are examples of this.

At a minimum, female toilets with sanitary bins shall be provided at all workplaces. In determining the location of the amenities, the Employer must consider the most appropriate balance of privacy, safety and security. This will be done under consultation with the safety committee.

The parties recognise the right of women to feel safe at work. Sexual harassment, intimidation, ostracism, or any other unacceptable behaviour will not be tolerated. Any such behaviour will be thoroughly investigated. Breaches of this Policy will involve disciplinary action up to and including termination of employment. The employer agrees to ensure appropriate avenues for reporting unacceptable behaviour are in place and all employees are made aware of those avenues.

Mature Age Workers

The parties recognise that a lifetime in the construction industry can take its toll on a person's wellbeing. Wherever possible, the Employer shall implement measures to encourage the retention of older employees and to maintain a ratio of 1 mature age worker to every 8 employees covered by this agreement. To the extent possible, this includes (but is not limited to) the preservation of jobs such as hoist operators, traffic controllers peggies store persons and electrical\pipe trade commissioning and testing roles for workers over the age of 50.

Retirement Transition Plan

Employees who are approaching retirement may elect to engage with the Employer on a Retirement Transition Plan. The Employee will need to submit their request no earlier than 6 months from the commencement date of the Retirement Transition Plan. The Retirement Transition Plan will encompass the individual circumstances of the Employee and be subject to operational requirements of the Employer. Applications from Employees for a Retirement Transition Plan will be considered on a case by case basis and agreed to by the relevant Union.

9. DISPUTES SETTLEMENT PROCEDURE

A major objective of this Policy is to eliminate lost time and/or production arising out of disputes or grievances. Disputes over any work related or industrial matter (including a dispute about whether a workplace right has been breached) or any matters arising out of the operation of the Policy or incidental to the operation of the Policy should be dealt with as close to its source as possible. Disputes over matters arising from this Policy (or any other dispute related to the employment relationship or the NES, including subsections 65(5) or 76(4) of the Fair Work Act) shall be dealt with according to the following procedure.

The pre-dispute status quo shall prevail while the matter is being dealt with in accordance with this procedure.

All Employees have the right to appoint a representative in relation to a dispute. It is the express priority of all Parties to attempt to settle a dispute at the workplace level at first instance.

In the event of any work-related grievance arising between the Employer and an Employee or Employees, the matter shall be dealt with in the following manner:

a) The matter shall be first submitted by the Employee/s or his/her job delegate/ employee representative or other representative, to the site foreperson/supervisor or the other

appropriate site representative of the Employer and if not settled, to a more senior representative of the Employer.

b) Alternatively, the Employer may submit an issue to the Employee/s who may seek the assistance and involvement of the job delegate/employee representative or other representative.

c) If still not resolved, there may be discussions between the relevant Union official (if requested by the employee/s), or another representative of the employee, and senior representative of the Employer.

d) In resolving a dispute, the FWC may deal with the dispute using all the procedures available to it under the Act and may attempt to settle the dispute by conciliation or mediation or, where the parties agree, a recommendation or expression of opinion by the FWC including but not limited to conciliation, issuing a recommendation or expressing an opinion. If the dispute remains unresolved, the FWC may settle the dispute by arbitration. Should the matter remain unresolved, either of the parties or their representative shall refer the dispute at first instance.

This procedure shall be followed in good faith without unreasonable delay.

If any party fails or refuses to follow any step of this procedure the non-breaching party will not be obligated to continue through the remaining steps of the procedure and may immediately seek relief by application to FWC.

Any resolution of a dispute under this Policy by the FWC will not be inconsistent with legislative obligations or any other applicable Codes or Regulations.

A dispute that has been formally commenced, but not concluded, under the name of previous Policy (“the previous Policy”) at the time at which this Policy commences, shall continue to be dealt with accordance with the relevant provisions that apply under the previous Policy. Any dispute which arose under the previous Policy whether formally notified before or after the commencement of this Policy, shall be resolved under the dispute settling procedure of the previous Policy. For the purposes of this subclause the relevant provisions of the previous Policy are deemed to be provisions of this Policy. This subclause applies to disputes only just commenced, to those which are part heard, where there is a decision reserved and to any appeals.

10. CONSULTATION

Effective consultation is essential for continuous workplace reform and such consultation can take place at any time during the life of a Project.

Consultative Committees may be set up for this purpose.

Consultation about major workplace change

If the Employer is considering making a decision, and prior to the decision being made, to introduce a major workplace change that is likely to have a Significant Effect on a number of Employees, the Employer must notify those Employee(s) and the Union.

As soon as practicable and prior to implementation, the Employer must discuss with the Employees and the Union the introduction of the change; and the effect the change is likely to have on the

employees. The Employer must discuss measures to avert or mitigate the adverse effect of the change on the Employees.

For the purposes of the discussion the Employer will provide the Employees, the Union and/or their nominated representative/s in writing:

a) All relevant information about the change including the nature of the change proposed

b) Information about the expected effects of the change on the Employees; and

c) Any other matters likely to affect the Employees.

However, the Employer is not required to disclose confidential or commercially sensitive information.

The Employer must give prompt and genuine consideration to matters raised about the major change by the Employees and the Union.

"Significant Effect" includes termination of employment (including redundancy), major changes in the composition, operation or size of the Employer's workforce or in the skills required, the elimination or diminution of job opportunities, promotion opportunities or job tenure; the alteration of hours of work; changes to safety and/or management systems, any changes to employment practices that result in privacy concerns for employees such as implementation of electronic inductions and/or access systems; the need for retraining or transfer of Employees to other work areas or locations and the restructuring of jobs.

Consultation about changes to rosters or hours of work

Where the Employer proposes to change an Employee's regular roster or ordinary hours of work, the Employer must consult with those Employee(s) and the Union about the proposed change.

As soon as practicable after proposing to introduce the change, the Employer must:

a) discuss with the relevant Employees and the Union the introduction of the change; and

b) provide to the Employees, there Union and/or their representatives details of the following in writing:

   (i) all relevant information about the change, including the nature of the change; and

   (ii) information about what the Employer reasonably believes will be the effects of the change on the Employees; and

   (iii) information about any other matters that the Employer reasonably believes are likely to affect the Employees; and

c) Invite the Employee(s) and the Union, to give their views about the impact of the proposed change (including any impact in relation to their family or caring responsibilities) and give consideration to any views about the impact of the proposed change that are given by the Employee(s) concerned and their Union.

d) The requirement to consult does not apply where an Employee has irregular, sporadic or unpredictable working hours.

These provisions are to be read in conjunction with other policy or Award provisions concerning the scheduling of work and notice requirements.

11. PROCEDURE FOR DEALING WITH SAFETY ISSUES OR INCIDENTS

The Employer will have documented processes for managing workplace health & safety issues and disputes. Such processes will be compliant with the Work Health & Safety Act 2011 (Qld) and client contractual obligations.

The Employer, the Employees and the Union agree that for the purposes of s. 81 of the WHS Act matters about work health and safety arising at the workplace shall be resolved in accordance with this procedure.

The Parties agree that for the purposes of this procedure and s. 81(3) of the WHS Act the following persons shall be the representatives of the following parties:

a) the Principal Contractor (as defined in the WHS Act) - Site Manager or any other person nominated by the Principal Contractor

b) the Employers - the Site Manager or any other person nominated by the Employer(s)

c) The Employees - the relevant Union; and

d) A representative (as defined in the WH&S Act) that is authorised by the worker to represent the worker.

(Collectively referred to as "Nominated Parties")

The Nominated Parties agree that representatives shall be entitled to:

a) inspect any work system, plant, substance, structure, or other thing relevant to resolving the issue

b) consult with relevant Employees in relation to resolving the issue

c) consult with the relevant PCBU (as defined in the WHS Act) about resolving the issue

d) inspect and take copies of any document that is directly relevant to resolving the issue; and

e) advise any person whom the representative reasonably believes to be exposed to a serious risk to his or her health and safety, emanating from an immediate and imminent exposure to a hazard of that risk.

The Nominated Parties and/or their representatives may commence the procedure by informing, either by themselves or their representative, the other Parties and/or representatives that:

a) there is an issue to be resolved; and

b) the nature and scope of the issue.

As soon as the Parties and/or their representatives are informed of the issue, the Nominated Parties and/or their representatives must meet or communicate with each other to attempt to resolve the issue.

The Nominated Parties and/or their representatives must have regard to all relevant matters including:

a) the degree and imminent risk to the Employees or other persons affected by the issue.

b) the number and location of Employees and other persons affected by the issue.

c) the measures both temporary and permanent that must be implemented to resolve the issue.

d) who will be responsible for implementing the resolution measures.

e) whether the hazard or risk can be isolated; and

f) the time that may elapse before the hazard or risk is permanently corrected.

Once the issue is resolved details of the issue and its resolution must be set out in writing with all Nominated Parties and/or their representatives to be satisfied that the agreement reflects the resolution of the issue with a copy given to all Nominated Parties and/or their representatives to the issue. The issue, once resolved, shall be recorded in the next safety committee meeting minutes with the agreed resolution.

The Nominated Parties and/or their representatives must make reasonable efforts to achieve a timely and final resolution of the issue. If within a reasonable time there is still no resolution, any of the Nominated Parties attempting to resolve the issue may then ask Work Health and Safety Queensland, and/or the QBCC, where applicable, to arrange for an inspector to attend the workplace to assist in resolving the issue.

Direction to cease work

a) If -

   (i) an issue concerning health or safety arises at a workplace or from the conduct of the undertaking of the Employer; and

   (ii) the issue concerns work which involves an immediate threat to the health or safety of any person; and

   (iii) given the nature of the threat and degree of risk, it is not appropriate to adopt the processes above.

b) the Employer and/or the health and safety representative for the designated work group in relation to which the issue has arisen may, after consultation between them, direct that the work is to cease.

c) During any period for which work has ceased in accordance with such a direction, the Employer may assign any Employees whose work is affected to suitable and safe alternative work.

Fundamental to this process is a standing invitation for Union representatives to attend site to assist with all matters relating to health and safety.

Employees are not required to work in circumstances where the employee or a Union representative reasonably believes a safety law is being, or will be, contravened. Consultation between the relevant parties will occur throughout this procedure including with senior representatives of the Employer and the Union.

12. HEALTH AND SAFETY REPRESENTATIVES

The Employer and its Employees will comply with Part 5 of the WHS Act – Consultation, representation and participation in relation to the establishment of a health and safety committee.

A standing invitation will exist for the Union to assist in the voting up of Health and Safety Representatives and the forming of safety committees. Health and safety representative/s (HSR) shall be elected by the Employees on the job, via a show of hands vote conducted by a representative of the Union and shall be subject to recall by a similar process.

Parties covered by this Policy recognise the important role of HSRs. The HSRs have a key role in the early intervention in health and safety issues under this Policy.

The HSR`s shall be allowed to consult with the PCBU`s, Union`s, principal contractor or persons acting on his/her behalf, on matters directly concerned with the safety of workers, and promote the safe conduct of work generally.

Elected Health and Safety representatives will be paid at the relevant rate with the additional allowances as per the sector of the industry they work in and represent.

13. HEALTH AND SAFETY REPRESENTATIVE MEETINGS

A health & safety representative will be allowed reasonable paid time during working hours to attend occupational health and safety matters, including meetings affecting employees he/she represents, providing that the Representative informs their manager.

14. HOT WEATHER GUIDELINES

Under this Policy when air temperature reaches

a) 35°C; or

b) 29°C and 75% humidity or more, after three hours from commencement of each trades shift in southeast Queensland it shall constitute inclement weather (Extreme Hot Weather).

This definition will be subject to review in other regions. This must be incorporated in the Employer's OHS Procedures for all applicable Projects.

Before finishing work, Employees must be alerted to possible Extreme Hot Weather forecasted for the following day by the PCBU, Site manager, and HSRs. This will allow preparation for works to be modified to reduce this category of heat exposure. For forecasting, planning and guidance the Bureau of Meteorology (BOM) shall be used for weather observations. Monitoring heat on the day will be done with a calibrated wet bulb thermometer.

When Extreme Hot Weather is forecasted for the following day, the Employer's Site Manager, WHS Committee and WHS Representatives will consult and determine what actions are to be taken to reduce exposure and modify the program and/or workload prior to the Extreme Hot Weather, which may include:

a) rescheduling work so that certain tasks are performed during the cooler part of the day, or on another day

b) reducing the time spent doing hot tasks (for example, by job rotation)

c) arranging for more workers to do the job

d) providing extra rest breaks in a cool area

e) providing cool drinking water and ice (machines) near the work site

f) increasing air movement by fans or coolers

g) installing shade cloth to reduce radiant heat from the sun

h) consideration must be given to working an eight-hour day.

Once the temperature reaches extreme levels, the following process will be followed:

a) Where the temperature reaches 35°C, there will be an orderly cessation of work and preparations for safe completions of critical tasks currently under way and/or applicable modifications to the program and workload.

b) where the temperature is 29°C and 75% humidity or more after three hours from the commencement of a shift, there will be an orderly cessation of work and preparations for safe completions of critical tasks currently under way and/or applicable modifications to the program and/or workload.

If there are areas of the workplace that are below any Extreme Hot Weather, work shall continue as normal in those areas, Employees unable to work elsewhere may be transferred to these areas below the extreme levels if work is available. Employees may walk a reasonable distance through areas effected by extreme hot weather to and from amenities, provided it does not pose an imminent risk to their health or safety. The primary objective is to ensure that there is no reasonable concern for an Employee undertaking the work of an imminent risk to their health or safety,

Extreme Hot Weather shall be measured on site by a temperature gauge compliant to Australian Standards and shall be undertaken in accordance with the manufacturer's operating instructions. The Parties agree that a measurement taken using the Wet Bulb in Globe Temperature index mode will not be used. Wet bulb thermometers will be used in temperature mode and then humidity mode separately and combined will be an acceptable method of measuring extreme hot weather. It is the responsibility of the PCBU to implement these guidelines.

The PCBU shall supply a Wet Bulb Thermometer for each job and depot.

15. AIR QUALITY PROCEDURE

Definitions

Acceptable Air Quality

Air Quality Index (AQI) is categorized as good to extremely poor by the Queensland Department of Environment, Science and Innovation.

PM2.5 are tiny particles in the air that reduce visibility and cause air to appear hazy when levels are elevated. They can by carcinogenic, as advised by the World Health Organisation. Where possible, PM2.5 readings shall be the preferred test for acceptable air quality.

Measuring of air quality

Measuring of air quality will be done through either of the following, by agreement between the parties.

The Department of Environment, Science and Innovation web site (des.qld.gov.au) using the closest station to the work site (see instruction below).

a) Click on environment.
b) Go to Our Environment and click on air.
c) Click on live air data.
d) Scroll down and view closest Station to the job site.
e) Refer to Air Quality Procedure (15.9 below).

Where site-based monitoring is undertaken it shall take precedence over measurements from The Department of Environment, Science and Innovation web site. Devices shall be certified to the Australian Standards AS3580 and operated by a competent person (e.g. occupational hygiene technician).

Bushfire smoke

Bushfire smoke is a mixture of different-sized particles, water vapor and gases, including carbon monoxide, carbon dioxide and nitrogen oxides. During bushfires and similar events, large amounts of finer particles are released that are small enough to breathe deep into the lungs and can cause adverse health effects. These chemicals are known “Cancer Causing Agents”

During bushfires and similar events, the Employer must verify that their work area is within a safe range for air quality as defined by the Queensland Department of Environment, Science and Innovation.

Air Quality Procedure

The PCBU, Site Manager and WHS Reps must alert workers the day before extreme or excessive poor air quality conditions are expected.

After three consecutive hours of POOR air quality above 50µG per/m3, there will be an orderly cessation of work and preparation for safe completion of critical tasks. Unaffected work areas will be monitored and continue without disruption.

Once the air quality index reaches 75µG per/m3 there will be an immediate cessation of work with only safe completion of critical tasks allowable. Unaffected work areas will be monitored and continue without disruption.

Inclement weather provisions of the Award shall be invoked. To be clear, all the provisions contained in clause 24 of the Award shall apply in instances of poor air quality, including 24.14.

All air quality related incidents are to be reported to the employer, site safety coordinator, WHS Committee and any relevant employee representative`s immediately.

Fit testing

The accepted method of fit testing of RPE is Quantitative fit testing.

Quantitative fit testing will only be done with reusable half face RPE. It is an essential step in the RPE selection process and allows a PCBU to determine if the specific make and model of RPE is a suitable size, fit and comfort for the worker who is going to use it.

Quantitative fit-testing is a much more effective way to fit-test RPE, as it doesn't depend on tasting or smelling a test agent. For this reason, the PCBU must make sure quantitative fit-testing is used for all RPE.

16. INCLEMENT WEATHER

The parties are committed to working together to minimize the impact of inclement weather. The employer will ensure reasonable allowance is included in contracts taking into account historic weather conditions and forecast rainfall.

Inclement weather means the existence of rain or abnormal climatic conditions (whether hail, extreme cold, high wind, severe dust storm, extreme heat, poor air quality fire, flood, natural disaster, state of emergency, or the like or any combination of these conditions) where it is not reasonable or it is unsafe for employees to continue working in those conditions.

The employer or its representative, when requested by the employees or their representative, must confer within a reasonable time (which does not exceed 60 minutes) for the purpose of determining whether or not the relevant conditions apply.

The time work stops due to inclement weather and the resumption of work after a period of inclement weather has ended will be recorded by the employer.

When inclement weather conditions exist, an affected employee is not required to start or continue to work where it is unreasonable or unsafe to do so. In cases where emergency work is required or it is necessary to complete a concrete pour already commenced to a practical stage, work may occur or continue provided that such work does not give rise to a reasonable concern on the part of an employee undertaking the work of an imminent risk to their health or safety.

Where emergency work or a concrete pour is completed, work will be paid at the rate of 200% of the ordinary hourly rate calculated to the next hour, and in the case of wet weather, the employee will be provided with adequate wet weather gear. If an employee's clothes become wet as a result of working in the rain the employee will, be allowed to go home for the remainder of the day without loss of pay.

Where an employee is not able to perform any work at any location because of inclement weather, the employee will receive payment at the ordinary hourly rate for ordinary hours. Payment for time lost due to inclement weather is subject to a maximum of 40 hours pay in any 4-week period for each employee. Payment is subject to adherence to the terms of this Policy.

An employee working on a Job share arrangement, that is affected by inclement weather, will be entitled to payment from the 40-hour inclement weather bank on a pro rata basis.

Employees accumulated inclement weather bank shall not be deducted whilst they remain on site.

Inclement weather occurring during overtime will not be taken into account for the purposes of this Policy and employees will not be entitled to any payment for stoppages because of inclement weather that occurs outside of ordinary hours.

Employees on a portion of a site not affected by inclement weather must continue to work even though employees working on other areas of the site may have stopped work because of inclement weather.

Subject to the availability of alternative work in an employee's classification, an employer may require employees to transfer:

a) from a location on a site where it is unreasonable and/or unsafe to work because of inclement weather, to another area on the same site, where it is reasonable and safe to work; and/or

b) from a site where it is unreasonable and/or unsafe to work because of inclement weather, to another site, where it is reasonable and safe to work, and where the employer, where necessary, provides transport.

State of Emergency

Where the Government (either State or Federal) enacts a State of Emergency or advises affected Employees to remain at home, the Employee will be paid under this Policy. Where, due to a state of emergency an Employee is unable to safely access the worksite from home or the accommodation, this Policy shall apply.

Cyclone / Tsunami Warnings

When a cyclone warning is issued for a work locality or for a locality where the Employee ordinarily resides, the Company will not unreasonably withhold a request from Employees affected to leave work and attend to family and household matters where they are affected by, or as a consequence of, the cyclone warning. Payment of wages will continue for the period of the warning up to a maximum of 12 hours in any calendar month.

Inclement weather procedure

Remaining on site where, because of inclement weather, the employees are prevented from working:

a) for more than an accumulated total of 4 hours of ordinary time in any one day; or

b) after the main meal break, for more than half of the ordinary work time; or

c) during the final 2 hours of the normal workday for more than an accumulated total of one hour;

    (i) the employer will not be entitled to require the employees to remain on site beyond the expiration of any of the above circumstances, where genuine training has been agreed in writing between the parties, then the course maybe completed in extraordinary circumstances.

Inclement weather at Starting Time or During Breaks

Where the employees are in the sheds, due to inclement weather, or because it is at starting time, morning tea, or lunch time, and it is raining, they will not be required to go to work in a dry area or to be transferred to another site unless:

a) the rain stops; or

b) a covered walkway has been provided; or

c) the sheds are under cover and the employees can get to the dry area without going through the rain

Protection must, where necessary, be provided for the employees' tools.

Dewatering

All sites will develop a Dewatering plan through consultation with the Union, HSR`s, Safety Committee and the site Contractors.

This plan will:

a) Outline appropriate dewatering strategies, hydraulic engineering solutions and Dewatering crew requirements

b) Implement mitigation strategies

c) Require relevant HSR`s to assess the areas in a staged sequence giving priority to accessways

d) Commence dewatering activities and open areas progressively once dewatering is complete

e) Including staggered meal breaks of the dewatering crew and safety committee

f) Outline minimum requirements of PPE and dewatering tools/equipment

g) The Dewatering plan will be reviewed and updated on a reasonable basis depending on job type size constitution etc.

h) Plans for work activities (including agreed training) to take place in dry areas during periods of inclement weather

All Contractors will supply adequate manpower for the site dewatering crew as per the Dewatering plan.

Mitigation strategies such as the following should be considered where reasonably practicable;

falls to slabs which are exposed to elements for extended periods of time

additional drainage outlets to slabs

integrated into jump or standalone retractable roof over stair/lift cores

Employees on the dewatering crew will remain on site in the instances the rest of the site has gone home only for the purpose of dewatering the site to maximise the potential for the site to be reopened the following day. These employees will be paid a disability allowance of double time for all hours worked once the site has gone home.

17. ADDITIONAL OCCUPATIONAL HEALTH AND SAFETY MATTERS

Personal Protective Equipment

The following clothing will be supplied to all Employees after consultation with Delegate. The employer shall provide clothing and Personal protective Equipment that is suitable, fit for purpose and manages risk relative to the task at hand (no later than 1 month after commencement} and will be replaced on a fair wear-and-tear basis. Employees when working on site are required to wear all footwear and clothing supplied. The issue will be:

a) 1 pair of safety boots (if the Employee buys such boots, the Employer will reimburse the Employee up to $250.00 upon producing of a purchase receipt): and

b) 5 sets of shirts and shorts/trousers, overalls or bib and brace overalls, or any combination as agreed: and

c) 1 high visibility winter jacket compliant with the relevant safety standards.

The abovementioned items will be replaced on a fair wear-and-tear basis. Where an Employee has not sought replacement of any of the abovementioned items on a fair wear- and-tear basis within twelve months from the date of issue, then that Employee will be entitled to a re-issue of the items at the completion of those twelve months.

All items will comply with the relevant Australian Standards. The clothing selected will need to be breathable, be light weight, UV stable, have a high visibility quality, and have the maximum UPF rating. The Employer undertakes to source Australian made clothing and equipment, in so far as it is possible.

No agreement to pay cash in lieu of supply of clothing/footwear is permitted.

The Employer will reimburse the Employee the cost of the Employee providing prescription spectacles and lenses if required as part of their work. The Employer must be provided with the original receipt of purchase prior to reimbursement. The spectacles and lenses will be replaced on a fair wear and tear basis. However, lost or stolen spectacles must be replaced at the Employee's expense.

Workplace Impairment Policy

The Employer Workplace Impairment Policy can be found in APPENDIX 4.

18. SECURITY OF PERSONAL INFORMATION

“Personal information” has the meaning given to it in the Privacy Act 1988 (Cth).

The company undertakes not to pass on or sell Employees’ personal information (either directly or indirectly, for example through contractual arrangements with clients), except to comply with this Policy or to comply with a specific direction from a government authority or a request from a party to this Policy, for example for time and wages information. To the extent allowable by law, all requests for the Company to provide personal information shall be notified to the Union and genuine consultation shall occur between the parties to this Policy. The company commits to minimise the extent of employee information held in order to meet its legal and employment relationship requirements.

19. SITE ACCESS SYSTEMS AND INDUCTIONS

Site access systems shall be agreed between the Parties.

The particular type of site access system to be installed will be reviewed for each project having regard to client requirements, the project’s hours of work, work force numbers and available technology in order to alleviate ’bottle necks’ and inconvenience to workers in its operations.

The Company will comply with the Australian Privacy Principles in the Privacy Act 1988 (Cth) in relation to any personal information (for the purpose of this Policy “personal information” has the meaning given to it in the Privacy Act 1988 (Cth)) they hold in relation to Employees.

The company undertakes that, to ensure the highest level of compliance with Health and Safety legislation, all inductions shall be conducted “face to face” and on the job. Further, all inductions shall include site specific hazards and requirements for each project. Industry specific inductions that cannot be conducted onsite and are required by law (such as General Construction Induction, or Rail Industry Safety Induction etc) are excluded from the operation of this Policy.

As part of the induction process Union Delegates will be afforded an opportunity to speak to new Inductees about the benefits of union membership and other Union business as the Delegate deems necessary.

20. TOOLBOX MEETINGS

At least one toolbox meeting will be convened by the Employer per site, each month to facilitate and foster communication and consultation. Items to be discussed at each meeting may include programming of site work, site issues, work health and safety, job design, productivity issues, management policies, Policy compliance, wages and conditions, compliance with statutory obligations and any other relevant issue raised. Notice of the meeting will be given at least one (1) week prior to the scheduled date. There will exist a standing invitation for representatives of the Unions to attend such toolbox meetings.

21. CONTRACT OF EMPLOYMENT

Contract of Employment clauses can be found in Parts 2-5 of this Policy depending on the relevant sector that applies to the Employee.

22. CASUAL EMPLOYMENT

A casual Employee is an Employee employed on an occasional basis and whose work pattern is not regular and systematic. When a person is engaged on a casual basis, they will be supplied in writing that the engagement is to be as a casual, the job to be performed, the classification level, the actual or likely length of engagement including number of hours to be worked per week, and the relevant rate of pay.

A casual Employee shall be entitled to all of the applicable rates and conditions of employment prescribed by this Policy except annual leave, personal leave, and payment for public holidays on which no work is performed. A casual Employee is entitled to unpaid bereavement leave, domestic violence leave and career’s leave.

Except on Saturdays and Sundays, on each occasion a casual Employee is required to attend work, the Employee shall be entitled to payment for a minimum of eight (8) hours work (with 0.8 of an hour on each of these days accruing toward an RDO) plus the relevant fares and travel allowance prescribed under common allowances or relevant sector allowances. On Saturdays and Sundays, a casual Employee is entitled to payment for a minimum of four (4) hours, plus the relevant fares and travel allowance prescribed under common allowances or relevant sector allowances.

A casual Employee for working ordinary time shall be paid 125% of the hourly rate prescribed in the relevant sectors Part of this document for the Employee's classification.

A casual Employee required to work overtime, or weekend work shall be entitled to the relevant penalty rates prescribed in this Policy:

a) where the relevant penalty rate is time and a half, the Employee shall be paid 175% of the hourly rate prescribed by relevant sectors Part of this document for the Employee's classification

b) where the relevant penalty rate is double time, the Employee shall be paid 225% of the hourly rate prescribed by relevant sectors Part of this document for the Employee's classification; and

c) where the relevant penalty is a public holiday, the Employee shall be paid 275% of the hourly rate prescribed by relevant sectors Part of this document for the Employee's classification.

For the purposes of clarity, the applicable contributions to BUSS(Q), Australian Super, CBUS, BERT/CIRT/Protect, CIPQ/WIP Income Insurance/Wageguard, STQ and BEWT/JetCo or other funds nominated herein, must be made by the Employer in respect of casual Employees. A casual Employee shall also be entitled to receive, in addition to their casual rate, penalty payments for Overtime, work performed on weekends, work performed on public holidays and RDOs, Domestic Violence leave and paid cultural leave.

Termination of all casual engagements shall require one hour's notice by either the Employer or Employee, or the payment or forfeiture of one hour's pay, as the case may be. This Policy will not reduce the entitlements of injured Employees.

Casual Conversion

A casual Employee, who has been engaged by the Employer on a regular and systematic basis for a period in excess of six-weeks, thereafter, will have their contract of employment converted to permanent employment except by agreement with the union. Regular and systematic shall be defined as an average of 4 days or more, per week, over 6 weeks.

Any Employee, who is entitled to be converted to permanent employment pursuant to this Policy, and is not converted to permanent employment, is entitled to be paid 175% of the hourly rate prescribed in this Policy for the Employee’s classification from the first day of the seventh week of their employment onwards.

23. TRAINING AND RELATED MATTERS

The following training clauses are common to all industry. Additional sector based training relevant to each sector can be found in Part 2-5 of this document.

The parties are committed to the promotion of a highly skilled industry that delivers ongoing employment opportunities and a world-class product through an efficient and safe construction process. To this end, the Employer agrees that appropriate training, including the engagement and training of apprentices, and skills development for the workforce will be provided during the term of this Policy.

The Employer will implement a policy where all Employees will have their current skills assessed against those required in the nationally recognised formal training package relevant to their work. Where any skill deficiencies are identified through the assessment process, the necessary training will be provided to attain the relevant nationally recognised formal qualification.

Where possible training and skill development is to be carried out in normal working hours. It is agreed that the Employer will bear all costs associated with the provision of the training, including costs and material costs and the provision of the Employee's wages for the period of the training.

HSR training

Any Employees elected as a workplace HSR will undertake a training course approved by the State or Territory Government and provided by the Employer within 28 days of being elected, at no cost to the Employee.

Asbestos Awareness Training

The Employer agrees that it will schedule training in the nationally accredited asbestos awareness training course 10279NAT Identification and Awareness of Asbestos Containing Materials. The training shall be booked and commenced within 3 months of the certification of this Policy, or within 3 months of the start of employment of each new employee, unless completed previously or unless otherwise agreed between the Parties.

Silica Dust Training

The Employer agrees that it will schedule training in the "Course in identification of crystalline silica containing material and the associated risks for workers in the construction industry". The training shall be booked and commenced within 3 months of the certification of this Policy, or within 3 months of the start of employment of each new employee, unless completed previously or unless otherwise agreed between the Parties.

Mental Health Training

The Employer agrees that it will schedule training in the nationally accredited Supporting positive mental health in the Construction Industry 11085NAT. The training shall be booked and commenced within 3 months of the certification of this Policy, or within 3 months of the start of employment of each new employee, unless completed previously or unless otherwise agreed between the Parties.

General

The Employer agrees that it will, within 7 days of receiving a written request from the union, provide:

a) evidence to demonstrate the positive commitment to training and skill development; and

b) the information as to the number of apprentices and visa holders engaged by the Employer.

Nothing in this subclause requires the Employer to provide information in a manner that is inconsistent with the Privacy Act 1988 (Cth).

The Queensland Government Building and Construction Training Policy applies to all Projects which amongst other requirements, provides a formula for a minimum allocation of employment of apprentices and trainees (new entrants only) and workforce training on all Projects.

24. EMPLOYMENT SECURITY

The parties to this Policy agree to maximise the continuity of employment for existing and future employees and to ensure that permanent employment opportunities and the opportunity for promotion transfer and re-training or upskilling are not eliminated, reduced or eroded.

The Employer recognises that the use of subcontractors and labour hire may affect the job security of current and future Employees covered by this Policy.

As soon as practicable after being awarded a contract and prior to engaging subcontractors to perform work in the classifications covered by this Policy, the employer shall inform the Union Delegate which subcontractors it intends to use for the project.

Use of Contractors

If the employer wishes to engage contractors and their employees to perform work in the classifications covered by this Policy, the employer must first consult in good faith with the union and the employees. Consultation will occur prior to the engagement of sub-contractors.

If the employer decides to engage subcontractors, the employer shall ensure that these contractors and their employees receive wages, allowances and conditions equal to or better than those contained in this Policy.

The use of sham sub contracting arrangements is a breach of this Policy. The contractor who engages subcontractors is also responsible for ensuring the employees of sub-contractors receive wages, allowances and conditions equal to or better those contained in this Policy, this obligation extends to liability for all outstanding wages conditions and entitlements under this Policy.

Labour Hire

Labour hire is defined as temporary "top up" labour designed to meet short situations such as absences due to sick leave, annual leave, and short time work peaks. The employer will not use labour hire in any position on site for a period of more than six weeks. Any departure from this maximum period shall require the agreement of the Union and incur a 175% penalty rate for all work done.

Where there is need for supplementary labour to meet temporary/peak work requirements, such labour may be accessed from bona fide businesses, including sub-contractors and labour hire companies, following consultation with the union.

The employer shall ensure that any workers engaged by such businesses and performing work described in the classifications of this Policy receive wages, allowances and conditions equal to or better than those contained in this Policy.

The contractor who engages labour hire workers is also responsible for ensuring those workers are paid at rates no less than those contained in this Policy. This obligation extends to liability for all outstanding wages conditions and entitlements under this Policy.

There will be no redundancies made while the employer has engaged labour hire to undertake work that is the subject of this Policy. Any departure from this shall require the agreement of the Union.

The application of the above requirements shall recognise geographical and commercial circumstances. In these circumstances the Employer and the Union may agree to vary these requirements on a project-by-project basis. Negotiations are to be conducted in good faith and Policy will not be unreasonably withheld.

25. INDIVIDUAL FLEXIBILITY POLICIES

Where the Employer wants to enter into a variation of this Policy it must provide a written proposal to the Employee and the Union. Where the Employee's understanding of written English is limited, the Employer must take measures, including translation into an appropriate language, to ensure the Employee understands the proposal.

The Employer must ensure that any variation is genuinely agreed to by the Employer, the Union and the Employee and that the terms of the variation Policy:

a) are about permitted matters under section 172 of the FW Act; and

b) Relates only to:

   (i) Salary sacrifice Policies

   (ii) Increase in annual leave accrual each year

   (iii) Increase in rate of accrual of Rostered days off

   (iv) Increase in wages

   (v) Increase in training leave (Union or otherwise)

   (vi) Increase to accrual of Long Service Leave

c) are not unlawful terms under section 194 of the FW Act; and

d) result in the Employee being better off overall than the Employee would be if no arrangement (variation Policy) was made.

The Employer must also ensure that any such variation Policy is:

a) Agreed to by the Union

b) in writing (including details of the terms that will be varied, how the variation Policy will vary the effect of the Enterprise Policy terms, how the Employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement, and the day on which the arrangement commences)

c) includes the name of the Employer and Employee

d) signed by the Employer and the Employee, and if the Employee is under 18, by a parent or guardian of the Employee

e) provided to the Employee within 14 days after it is agreed to: and

f) able to be terminated by either the Employer or Employee giving written notice of not more than 28 days, or at any time by both parties agreeing in writing.

Where any of the requirements of this clause are not met, the variation Policy is of no effect.

26. JOB SHARE

In order to promote flexibility in the workplace, in particular for older workers and single parents, the parties agree to consider job sharing arrangements only in accordance with this Policy.

For the purposes of this Policy job sharing is defined as two permanent employees of the same classification sharing one full-time position. This is taken to mean that the 2 positions shall provide a combined minimum of 36 ordinary hours.

All job share arrangements shall be subject to agreement between the Union and the employer and must be confirmed in writing to the employee prior to the commencement of such an arrangement.

Variation of a job share agreement will require consultation between the employees, the employer and the Union and 14 days' notice of variation unless agreed by all parties.

The termination of a Job Share agreement will require consultation between the employees, the employer and the Union and 28 days' notice unless agreed by all parties.

Superannuation and redundancy payments (e.g. BERT) will be calculated on a pro rata basis. As will any allowances that are calculated on a weekly basis.

Breaches of this Policy will require the breaching employer to back pay both employees as if employed fulltime 50 hours per week for the length of the Job Share Agreement.

27. WAGES

Wage rates appropriate to each sector are contained in Appendix 1 of this policy.

28. SUPERANNUATION

Clauses related to Superannuation appropriate to each sector are contained in Parts 2-5 of this policy depending on the relevant part of the sector. In the absence of an Employee having a stapled superannuation fund, or nominating a superannuation fund, the Employer will make contributions to an applicable default fund, until such time as an Employee superannuation standard choice form is returned.

29. SALARY SACRIFICE ARRANGEMENTS

Salary sacrifice arrangements appropriate to each sector are contained in Parts 2-5 of this policy depending on the relevant part of the sector.

30. INCOME PROTECTION AND PORTABLE UNUSED SICK LEAVE

Appropriate income protection and portable unused sick leave rates appropriate to each sector are contained in Parts 2-5 of this policy depending on the relevant part of the sector.

31. REDUNDANCY

Industry Redundancy provisions appropriate to each sector are contained in Parts 2-5 of this policy depending on the relevant part of the sector.

32. COMMON ALLOWANCES

Health and Safety Representative

Where an Employee is elected by Employees of the Employer as a HSR and agrees to undertake the required training to fulfil the role, the Employee will be classified as the higher of CW4, EW4, C9, Plumbing Sprinkler level 2(105%) or the Employee's usual classification. In addition, a HSR is entitled to an all-purpose hourly allowance for the life of this Policy as per the table below.

ALLOWANCE TITLE	From Commencement	From 1/07/2023	From 1/07/2024	From 1/07/2025	From 1/07/2026	From 1/07/2027
HSR Allowance	$2.39	$2.51	$2.63	$2.77	$2.91	$3.06

a) For clarity, an Employee is only entitled to one all-purpose hourly allowance.

Union Delegate

Where an Employee is elected by Employees of the Employer as a Union Delegate, and the Union notifies the Employer of this election, the Employee will be classified as the higher of CW4, EW4, C9, Plumbing Sprinkler level 2(105%) or the Employees usual classification. In addition, a Union Delegate is entitled to an all-purpose hourly allowance for the life of this Policy as per the table below.

ALLOWANCE TITLE	From Commencement	From 1/07/2023	From 1/07/2024	From 1/07/2025	From 1/07/2026	From 1/07/2027
Delegate	$2.39	$2.51	$2.63	$2.77	$2.91	$3.06

(a) For clarity, an Employee is only entitled to one all-purpose hourly allowance. Notwithstanding, no Union Delegate will suffer a reduction in pay as a result of the implementation of this clause.

33. HOURS OF WORK

Ordinary hours

Except as provided elsewhere in this Policy, the ordinary working hours will be 36 hours per week (7.2 hours per day) worked between 6.00 a.m. and 6.00 p.m. Monday to Friday. All time worked outside the aforementioned span of hours shall be by agreement with and notified to the union and paid at double time. Agreement will not unreasonably be withheld.

There must be allowed, without deduction of pay, a minimum rest break of 20 minutes between 9 am and 11 am in lieu of an afternoon rest pause.

Start and Finish Times

Typically, work should not commence later than 7am on any day unless prior written agreement has been reached with the Union.

For construction workers, any hours worked between 4am and 6 am will be paid at double time for the disability of starting early and accrue towards the ordinary hours for the day.

Alteration of the typical start and finish times within the spread of ordinary daily hours shall be by written agreement with the union. Additionally, the Employer will;

a) provide not less than 48 hours' notice to affected Employees of the change to start and finish times;

b) have regard to the intention of avoiding excessive overtime.

Overtime

It is the intention of the Employer and Employees that excessive overtime will not be worked.

a) To this end the general standard of weekly hours will usually not be more than 50 per week, which shall be taken to mean not more than 10 hours per day Monday to Friday, for an individual Employee. The aforesaid 'usual weekly hours' of the affected Employees may by agreement be exceeded from time to time to perform works which the Employer considers necessary and to meet operational requirements including but not limited to the need to perform works which are critical to the ongoing productivity or safety of other employees on the project or where a critical work task is delayed due to unforeseen circumstances.

Reflecting this intention, it is recognised that:

a) The Employer is not restricted as to the setting of daily hours within the 50-hour general standard;

b) Subject to written agreement with the Union a majority of employees may agree to work on a Saturday following a Monday RDO, provided there is strict adherence with the rest of this section. Agreement will not unreasonably be withheld, and particular consideration shall be given to weeks where both RDOs and public holidays occur.

An Employee may refuse to work overtime in circumstances where the working of such overtime would result in the Employee working hours which are unreasonable having regard to matters including:

a) any risk to Employee health and safety including the risk of fatigue i.e., excessive hours, exposure to noise, fumes, or any matter that can impair an employee's ability to work safely and/or create a danger to Employees

b) the Employee's personal circumstances including any family responsibilities

c) the notice (if any) given by the Employer of the overtime and by the Employee of his or her intention to refuse it; and

d) any other relevant matter.

Overtime Penalty Rates

On projects where the Total Cost of Work is $50m or greater, all time worked in excess of the ordinary hours and on weekends shall be paid at double time.

On projects where the Total Cost of Work is less than $50m, the overtime penalties will be paid for at the rate of time and a half for the first two hours and at double time thereafter, notwithstanding this, all hours worked on Saturdays and` Sunday will be paid at Double time.

Shiftwork

For construction workers, all shifts starting or finishing more than 2 hours outside of the ordinary hours of work will be classified as Shiftwork and be paid at double time for the entire shift.

Shiftworker for the purposes of this clause is defined as an Employee who is required by the Employer to work Shiftwork, which commences or finishes outside 6.00 a.m. and 6.00 p.m. Monday to Friday. This does not apply to an early start which may occur between 4 and 6 am on a regular day shift and will incur a penalty rate and count towards the ordinary hours for the day or a late finish between 6pm and 8 pm.

Shiftwork shall be paid at the rate of double time for all hours worked.

Unless otherwise agreed between the parties an Employee who has to work Shiftwork shall be given at least 48 hours' notice of the requirements to work shift work.

An Employee may refuse to work overtime in circumstances where the working of such shift would result in the Employee working hours which are unreasonable having regard to matters including:

a) any risk to Employee health and safety including the risk of fatigue i.e., excessive hours, exposure to noise, fumes, or any matter that can impair an Employee's ability to work safely and/or create a danger to Employees

b) the Employee's personal circumstances including any family responsibilities

c) the notice (if any) given by the Employer of the overtime and by the Employee of his or her intention to refuse it; and

d) any other relevant matter.

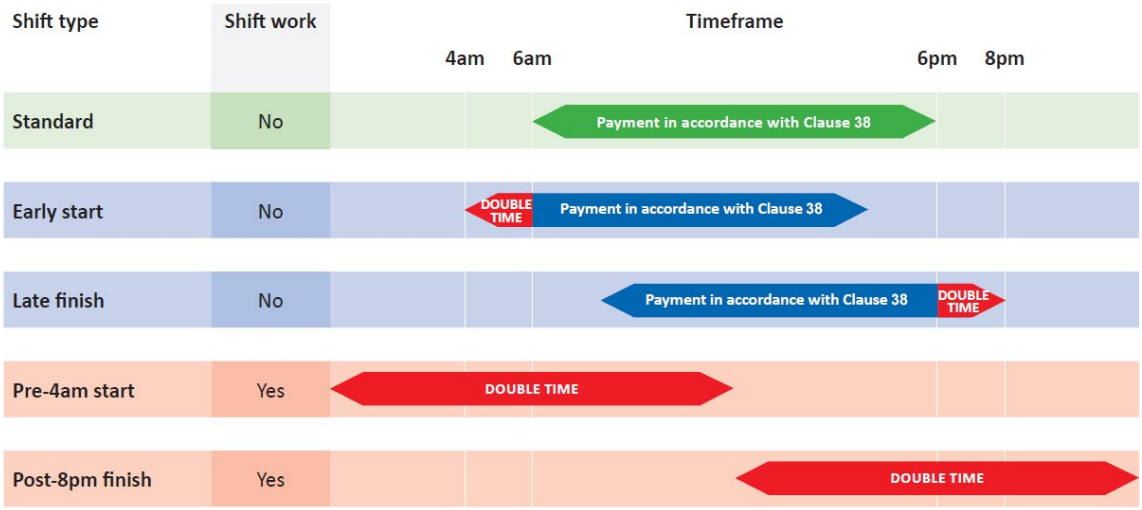
This clause will replace the Shiftwork clause under the Award.

Easter and Christmas

For construction workers, an Employee required to work during the Easter and Christmas period, that is to work on any day between and inclusive of Christmas Day and New Year's Day and any day,

between and inclusive of Good Friday and Easter Monday, shall be paid 300% of the hourly rate prescribed in the Policy for the Employee's classification. Any work undertaken during these periods will be by written agreement with the Union.

HOURS OF WORK EXPLANATORY DIAGRAM



34. ARRANGEMENTS FOR REMOTE, REGIONAL AND AWAY WORK

WORKING AWAY FROM HOME

General

The Parties acknowledge there may be multiple sources of Employees for the Project.

- Employees who reside locally;
- Employees who travel from an existing home base and are required to live away from home; and
- Employees required to reside in accommodation specifically created for the Project.

The Employer may require employees to work away from their homes in order to fulfil the varying contracts the Employer has. In all cases, employees will be given a minimum of one (1) week's notice before such work away can commence, notwithstanding this however, shorter notice periods may be mutually agreed between employees and the Employer.

Employees will not be entitled to claim working away from home provisions unless they are working outside ninety (90) Kilometres (direct route via road) of their depot and required to be away from their normal home-base for periods of one (1) overnight absence or longer, unless otherwise mutually agreed.

This section does apply to Employees who reside locally, less than 60km from the Project site, and are not required to reside at or near the Project. However the Supplementary Travel Allowance below does apply.

Supplementary Travel Allowance:	Daily
Local Employees will be provided an additional Supplementary Travel Allowance in addition to the Daily Travel Allowance, for each day the Employee reports for work and works as directed by the Employer. The Allowance is provided as reimbursement of additional travel time and expense incurred with getting to and from Project provided transit pick up location/s.	$30 upon commencement and increased in accordance with the wage increases set out in this BPIC.

Where an Employee is engaged on distant work, the Employer will provide reasonable board and lodgings, at no cost to the Employee and pay out of pocket expenses (OPE)..

Reasonable board and lodging means, a minimum of three adequate meals per day, and a single room (not shared) which is quiet with air conditioning/heating, suitable ventilation, comfortable and clean bedding, appropriate lighting and furnishings, an ensuite with a toilet, shower and basin both with running hot and cold water, a television and tea and coffee making facilities. All facilities must be clean and fully functioning. Accommodation must at a minimum, comply with the minimum standard set out in the Code of Practice issued by Workplace Health and Safety Queensland “Managing the Work Environment and Facilities: Code of Practice 2021” and the Queensland Government’s Non-resident Worker Accommodation Guidelines.

Where the Employer provides meals, they will be of a suitable choice, quality and quantity to meet the varying tastes and nutritional needs of Employees.

Where this is not available or appropriate **, the** Employer and the Employee may agree to alternative arrangements, provided that the Employee is not placed in a financial disadvantage as a result of the alternative arrangement.

Where an Employee is engaged on distant work, the Employer will pay the Employee, in addition to all other entitlements, a daily allowance as provided. Employees rostered for distant work must be notified in writing by the Employer. The Employer will endeavour to ensure that no Employee will be required to work on distant work for more than 14 consecutive days or have less than 7 consecutive days between engagements on distant work.

An Employee may refuse to work in circumstances where the working would result in the Employee working hours which are unreasonable having regard to matters including:

- any risk to Employee health and safety including the risk of fatigue i.e. excessive hours, exposure to noise, fumes, or any matter that can impair an Employee's ability to work safely and/or create a danger to Employees;
- the Employee's personal circumstances including any family responsibilities;
- the needs of the workplace or enterprise;
- the notice (if any) given by the Employer, and by the Employee of his or her intention to refuse it; and
- any other relevant matter.

Supplementary Accommodation Allowance (SAA)

Supplementary accommodation allowance as shown in the table below will be paid for each overnight absence. The supplementary allowance will be indexed and adjusted annually by the percentage of the wage adjustments to base salary rates as specified in the salary schedule of this Agreement.

Employees will be entitled to claim SAA where the employee is required to prepare or supply meals and maintain their accommodation facilities when working in Remote or Isolated Regions where serviced Commercial Accommodation is not available or provided.

Payment for SAA as follows:

From 1 July, 2023	From 1 July, 2024	From 1 July, 2025	From 1 July, 2026	From 1 July, 2027
$19.50	$20.48	$21.50	$22.57	$23.70

Start & Finish Point

Where a local depot has not been established, the recognised start and finish point for workers working away will be in accordance with this Policy, ie. it will be no more than 30 minutes from their accommodation. The closest commercially available accommodation is the centre that has accommodation facilities available for overnight and/or short/medium/long term rent.

Provided that where the accommodation is more than 30 minutes form the employee's accommodation, any time spent travelling in excess of the 30 minutes will be considered to be work time and will be taken into account for the purpose of calculating overtime.

All accommodation arrangements must comply with the relevant fatigue management policy.

Travel to and from the project site

Where the Employer has a number of depots located within Queensland. On employment an employee will have a depot or worksite nominated as their place of employment. In terms of travel to and from project sites, the Employer has a responsibility to facilitate travel for the employee between the project site and the nominated place of employment.

HOURS OF WORK, BREAKS, OVERTIME, SHIFT WORK

HOURS OF WORK

For all employees the ordinary hours of work will not exceed an average of 36 per week.

The ordinary hours of work prescribed herein, will be worked continuously, except for meal breaks and rest pauses, between 6.00 a.m. and 6.00 p.m. Mondays to Fridays inclusive.

The above start and finish times may be moved by up to one hour either way without penalty through agreement between the Company and directly affected Employees.

Rostering arrangements and hours of work for the Project will be determined by the Company, in consultation with the parties to the Policy, however the preferred roster under this Agreement is an 18 days on 10 days off R&R cycle. Where the weekend or part of the weekend is included in a work cycle, the time worked shall be counted towards the ordinary hours.

The parties agree that the current working arrangements for hours of work provisions (including, the daily maximum ordinary hours, work cycles and the taking of meal breaks and rest periods) may be altered on any work site during the life of this Agreement following consultation and agreement between the Company and the majority of directly affected site employees, or individual, so as to provide greater flexibility and to meet project and/or shift work or operational requirements.

Each day stands alone for the purposes of calculating overtime.

35. EMPLOYEE ROSTERED DAY OFF

Ordinary working hours will be scheduled in a 10-day cycle, Monday to Friday inclusive, with 8 ordinary working hours worked for each of 9 days and with 0.8 of an hour on each of those days accruing toward the tenth day, which will be known as the rostered day off (RDO).

26 rostered days are scheduled to be taken off by an Employee for every 12 months' continuous service in accordance with the dates set out in the calendar contained in APPENDIX 3. The purpose of this calendar is to ensure workers and site management manage their fatigue levels, thereby encouraging safer and more productive Projects. Calendars for years not contained in this Policy will be published by the Union when the Holiday and School Terms are released by the Queensland Government.

For construction workers, payment for RDOs will include an entitlement to the daily fares and travel allowance.

Each day of leave taken and any public holiday occurring during any cycle will be regarded as a day worked for accrual purposes.

An Employee who has not worked a complete cycle will receive pro rata accrued entitlements payable for the rostered day off.

Where an Employee has insufficient accruals for an RDO, the Employer may by agreement with the affected Employee, offset any deficiency from the Employee's annual leave entitlement.

Where the Employer wants an Employee or Employees to work on an RDO, the following process shall be followed:

a) The Employer shall establish that there is a genuine need for the work to take place on the RDO. Examples of where work may take place include, but are not limited to, the following: jumping cranes, erecting, or dismantling jump form, high-risk activity after consultation with the safety committee),

b) The Employer must consult with the affected Employee(s); and

c) All work on RDO`s will only occur by agreement between the Employer and the Union. Such agreement will be in writing.

The Employer is committed to providing as much notice as is reasonably practicable for a requirement to work. Wherever possible, the process outlined above will occur at least 7 calendar days prior to the RDO in question.

An Employee may refuse to work an RDO in circumstances where the working of such a RDO would result in the Employee working hours which are unreasonable having regard to matters including:

a) any risk to Employee health and safety including the risk of fatigue i.e. excessive hours, exposure to noise, fumes, or any matter that can impair an Employee's ability to work safely and/or create a danger to Employees

b) the Employee's personal circumstances including any family responsibilities

c) any other relevant matter.

Where the procedure in clause above has been followed and at least seven days' notice has been provided to Employees to work on the RDO, Employee's must be paid for at 200% of the rate applicable for the Employee's classification in the Policy, with a minimum payment for 8 hours, for that RDO. Where the procedure in clause above has not been followed or less than 7 days' notice has been provided to Employees to work on the RDO, Employee's must be paid at 250% of the rate applicable for the Employee's classification in the Policy, with a minimum payment of 8 hours, for that RDO.

In addition to the loadings listed above, employees will be provided the opportunity to take the RDO at a later date of their choosing for each RDO that they are required to work.

Up to five (5) RDOs may be accrued under normal industry flexibilities. Accrued RDOs will be taken in the calendar year they were due or be transferred to the employee's annual leave bank in the last pay period of the calendar year provided sufficient RDO hours are retained to cover the scheduled RDOs for January of the following year.

36. PRODUCTIVITY SCHEMES

Productivity Schemes will be prohibited unless written agreement has been reached between the Employer and The Union.

37. LEAVE

Annual leave

An employee's entitlement to annual leave will be consistent with the NES contained in the FW Act.

Annual leave shall accrue at the rate of three-hours per week (i.e. 36 ordinary hours) of service. If the Employee is a Continuous Shiftworker (as defined in this Policy), the Employee shall accrue annual leave at the rate of 3.75 hours per week (i.e. 36 ordinary hours) of service.

The Employer will not unreasonably refuse a request for annual leave by an Employee.

Annual leave will be paid at the rate the Employee would have received if ordinary hours had been worked during the period of leave (including applicable allowances), plus a loading of 17.5%.

At the termination of employment, the Employee will be paid out all outstanding annual leave entitlements, including the 17.5% loading. The annual leave will be paid out as if the Employee were taking leave, commencing from the end of the termination notice period. As such, any public holidays occurring during the period for which the annual leave entitlement applies, will be paid for in addition to the annual leave entitlement.

Personal leave

Permanent Employees shall be entitled to paid leave when they are absent from work due to:

a) personal illness or injury (sick leave, a form of personal leave)

b) for the purposes of caring for partners, children and/or other household or family members who are sick or in a personal emergency and require the Employee's care and support (carer's leave, another form or personal leave); or

c) compassionate leave.

Personal leave shall accrue as follows:

a) Three days in the first month and then one additional day at the beginning of each of the next nine-calendar months will be available in the first year of employment

b) 12 days at the beginning of the Employees second and each subsequent year will commence on the anniversary of engagement

c) All unused personal leave is cumulative.

If required by the Employer, when an Employee is absent for more than two-consecutive days the Employee is required to give the Employer a doctor's certificate, or other reasonably acceptable evidence, about the nature and approximate duration of the illness.

Unpaid carer’s leave will be in accordance with the NES.

Parental leave

An employee is entitled to the Parental Leave provisions contained within the NES.

In addition to the entitlement under the NES the Employer will pay an additional amount as follows:

a) Where the employee is to be the primary care giver, pay the equivalent of the difference between the Government paid parental leave scheme and the employees normal take home pay for a period of four (4) weeks.

b) Where the employee is not to be the primary care giver, pay the equivalent of the difference between the government paid parental leave scheme and the employees normal take home pay for a period of two (2) weeks.

To avoid doubt, if the Government paid parental leave scheme ceases to exist the Employer will pay to the employee the employees normal take home pay for the periods set out above.

Maternity leave

This clause applies to birth-related leave only.

a) Where a mother who births a child/children and is the primary care giver of the child will be paid the equivalent of the difference between the applicable Government paid parental leave scheme and the Employees normal take home pay for a period of twenty-six (26) weeks.

b) This may be taken on a part-time basis over fifty-two (52) weeks.

c) Payment under this clause is in lieu of any payment an Employee might otherwise be entitled to under this clause.

Compassionate leave

Employees are entitled to compassionate leave in accordance with the National Employment Standards contained in the FW Act. In addition, compassionate leave is available for Employees upon the death of a family or household member, or close family Relatives.

Community Service Leave

Community Service Leave will be in accordance with the FW Act.

Long Service Leave

All Employees covered by this Policy are entitled to long service leave on full pay under, subject to, and in accordance with, the provisions of Division 9, sections 93-114 of the *Industrial Relations Act 2016 (Qld)* as amended from time to time, or the provisions of the *Building and Construction Industry (Portable Long Service Leave) Act 1991 (Qld)*. Section 95 subsection (4) of the *Industrial Relations Act 2016 (Qld)* does not apply to Employees covered by this Policy.

Unpaid leave

Employees may take unpaid leave (in addition to any entitlements to certain types of unpaid leave that are available in accordance with the NES). Such leave will be subject to the Employer's approval except for up to five-days per year of unpaid leave, which may be taken by notice given at or before the commencement of such leave. Unpaid leave can be taken for less than a day.

Public Holidays

Employee entitled to be absent on public holiday.

An employee is entitled to be absent from his or her employment on a day or part-day that is a public holiday in the place where the employee is based for work purposes. If, in accordance with this clause, an employee is absent from his or her employment on a day or part-day that is a public holiday, the Employer must pay the employee at the employee's base rate of pay for the employee's ordinary hours of work on the day.

Reasonable requests to work on public holidays.

a) The Employer may request an employee to work on a public holiday if the request is reasonable. Further, written agreement must be reached between the Employer and the Union for any work on public holidays.

b) If the Employer requests an employee to work on a public holiday, the employee may refuse the request if

   (i) the request is not reasonable; or

   (ii) the refusal is reasonable.

In determining whether a request, or a refusal of a request, to work on a public holiday is reasonable, the following must be taken into account:

a) the nature of the Employer's workplace or enterprise (including its operational requirements), and the nature of the work performed by the employee

b) the employee's personal circumstances, including family responsibilities

c) whether the employee could reasonably expect that the Employer might request work on the public holiday

d) whether the employee is entitled to receive overtime payments, penalty rates or other compensation for, or a level of remuneration that reflects an expectation of, work on the public holiday

e) the type of employment of the employee (for example, whether full-time, part-time, casual or shiftwork)

f) the amount of notice in advance of the public holiday given by the Employer when making the request

g) in relation to the refusal of a request—the amount of notice in advance of the public holiday given by the employee when refusing the request

h) any other relevant matter.

All work done by any employee on:

- 1st January
- 26th January
- Good Friday
- Easter Saturday (the day after Good Friday)
- Easter Sunday
- Easter Monday
- 25th April (Anzac Day)
- May Day (1st Monday in May)
- The Birthday of the Sovereign
- Christmas Eve (from 6.00pm to midnight)
- Christmas Day

- Boxing Day; or
- any day appointed under the Holidays Act 1983 will be paid for at the rate of double time and a-half with a minimum of 4 hours.

In addition to the days set out above, employees will be entitled to public holidays on any other day, or part-day, declared or prescribed by or under a law of Queensland to be observed generally within the Queensland, or a region of the State of Queensland, as a public holiday, other than a day or part-day, or a kind of day or part-day, that is excluded by the regulations from counting as a public holiday.

38. FAMILY VIOLENCE LEAVE

General Principles

The employer recognises that employees sometimes face situations of violence or abuse in their personal life that may affect their attendance or performance at work. The employer is committed to providing support to staff that are subjected to family and/or domestic violence.

Understanding the traumatic nature of family and/or domestic violence the employer will support their employee if they have difficulties performing tasks at work. No adverse action will be taken against an employee if their attendance or performance at work suffers as a result of being subjected to family and/or domestic violence. An employee will not be discriminated against or have adverse action taken against them because of their disclosure of, experience of, or perceived experience of, family violence.

Definition of Family and/or Domestic Violence

For the purpose of this clause, family and/or domestic violence is defined as any violent, threatening or other abusive behaviour by a person against a member of the person's family or household (current or former). To avoid doubt, this definition includes behaviour that:

a) is physically or sexually abusive; or

b) is emotionally or psychologically abusive; or

c) is economically abusive; or

d) is threatening; or

e) is coercive; or

f) in any other way controls or dominates the family or household member and causes that person to feel fear for their safety or wellbeing or that of another person; or

g) causes a child to hear or witness, or otherwise be exposed to the effects of, such behaviour.

Family and/or Domestic Violence Leave

An employee, including a casual employee, who is subjected to family and/or domestic violence is entitled to 10 days per year of paid family and/or domestic violence leave for the purpose of:

a) attending legal proceedings, counselling, appointments with a medical or legal practitioner

b) relocation or making other safety arrangements; or

c) other activities associated with the experience of family and/or domestic violence.

In addition, an employee, including a casual employee, who provides support to a close personal contact who is subjected to family and/or domestic violence is entitled to access family and/or domestic leave for the purpose of:

a) accompanying that person to legal proceedings, counselling, appointments with a medical or legal practitioner

b) assisting with relocation or other safety arrangements; or

c) other activities associated with the family and/or domestic violence including caring for children.

This leave will be in addition to existing leave entitlements, may be taken as consecutive or single days or as a fraction of a day, and can be taken without prior approval.

Upon exhaustion of the leave entitlement, employees will be entitled to up to [2] days unpaid family and/or domestic violence leave on each occasion.

Notice and Evidentiary Requirements

The employee will give his or her employer notice as soon as reasonably practicable of their request to take leave under this clause.

If required by the employer, the employee must provide evidence that would satisfy a reasonable person that the leave is for the purpose as set out in this Policy. Such evidence may include a document issued by the police service, a court, a health professional, a family violence support service, a lawyer, a financial institution, an accountant or a statutory declaration.

The employer must ensure that any personal information provided by the employee to the employer concerning an employee's experience of family and/or domestic violence is kept confidential. Information will not be kept on an employee's personnel file.

Individual Support

In order to provide support to an employee who is subjected to family and/or domestic violence and to provide a safe work environment to all employees, the employer will approve any reasonable request from an employee subjected to family and/or domestic violence for:

a) changes to their span of hours or pattern or hours and/or shift patterns

b) job redesign or changes to duties

c) relocation to suitable employment within the employer

d) a change to their telephone number or email address to avoid harassing contact; or

e) any other appropriate measure including those available under existing provisions for family friendly and flexible work arrangements.

39. TERMINATION

The following clause pertains to termination of all employees covered under this Policy.

The Employer will consult with the Union prior to making any decision to terminate make redundant or any other form of cancelling the employment contract for any employee.

Employment may be terminated by the Employer due to performance/general misconduct, serious and wilful misconduct, or Redundancy.

Performance/General Misconduct

In the event that an Employee fails to maintain satisfactory performance levels in the case of general misconduct (e.g., lateness for work), the following 3 step counselling procedure will be applied. This procedure does not apply for Redundancy situations. An Employee may elect at any step to have their employee representative or any other person or persons of his or her choice, present. The Employee must be given an opportunity to respond to each allegation. At the request of the Employee, copies of any written warnings will be given to the employee representative or any other party to this Policy.

Step 1- First Written Warning

a) The Employer will have a discussion with the Employee, and the Employer will advise the Employee of the problems that the Employer believes exist in relation to the Employee's conduct. If appropriate the Employer will then issue a written warning detailing:

    (i) The issues of concern; and

    (ii) The standards of improvement required.

Step 2- Final Written Warning

a) If the Employee fails to meet the standards of improvement in accordance with Step 1 within a reasonable period of time, the Employer will have a further discussion with the Employee in which it will advise the Employee of the problems the Employer believes exists in relation to the Employee's conduct. If appropriate the Employer will then issue a final written warning detailing:

    (i) The issues of concern; and

    (ii) The standards of improvement required; and

    (iii) That it is a final written warning and that failure to meet the standards of improvement stated therein may lead to dismissal.

b) If an Employee does not repeat the same offence which produced the need for the final warning, within 6 months of the warning, the final warning advice becomes null and void and cannot be considered grounds for dismissal.

Step 3- Dismissal

(a) If after receiving a final warning, the Employee repeats the same conduct within a period of 6 months, then the Employee may be dismissed. A written notice of dismissal will be provided to the Employee by the Employer outlining the reasons for the dismissal.

The Employer shall provide to each terminated Employee a written statement specifying the period of employment and the classification or type of work performed by the Employee.

The Employer shall pay each terminated Employee all accrued entitlements and other wages owing within two business days of termination, or the Employee shall be entitled to claim payment for all

time spent waiting for the wages up to a maximum of 8 hours pay per day (including Saturday and Sunday). This claim shall be regardless of whether or not the Employee remains on the job).

The Employer shall pay each terminated Employee for any public holiday that occurs in the period of annual leave that would have been payable had the Employee commenced annual leave on the date of termination. Where the Employee's leave balance would not include public holidays occurring within the 10 working days (excluding weekends) following termination, the Employee shall receive payment for these days.

In cases where the Employer is considering transferring, or terminating the services of an elected Union Delegate, employee representative, or a HSR, a five-day mandatory consultation period shall be initiated by the Employer in the form of a face to face meeting with the Union prior to any final decision on transfer or termination being made. The affected Employee and their nominated representative will be immediately advised in writing of the initiation of the consultation period and shall remain on the job during the consultation process. If the Employer fails to comply with any of these requirements, the notice period that the Employer must give to the affected Employee shall be increased to four weeks.

The employer shall notify all funds upon termination of an employee. This will include informing Qleave of time served.

40. UNION DELEGATE

Where an Employee has been elected as a Union Delegate, the Employer will recognise the following:

a) the right to be treated fairly and to perform their role without any discrimination in their employment

b) for the Union Delegate to represent an Employee were requested in relation to a grievance, dispute or a discussion with a member of the Union

c) the right to place information related to permitted matters in prominent locations in the workplace except that the material must not breach freedom of association, privacy and other applicable laws

d) the right to paid time to attend industrial tribunals and/or courts where they have been requested to do so by an Employee (which may include themselves) whom they represent in a particular dispute in their workplace

e) the right to paid time to assist and represent Employees who have requested them to represent them in respect of a dispute arising in their workplace

f) the right to represent the interests of members in their workplace to the Union, the Employer and industrial tribunals/courts

g) the right to represent the interests of Employees who request their assistance in their workplace to the Employer and industrial tribunals/courts

h) the right for reasonable time off to attend accredited union education

i) the right to take reasonable leave to work with the Union

j) the right to have reasonable time off to participate in the operation of the Union

k) the right to address new employees about the benefits of union membership at the time that they enter employment or on their first day on site.

41. UNION DELEGATE FACILITIES

The Employer shall provide an agreed facility for the use of the Union Delegate to perform their duties and functions as the on-site representative of the Employees. The provision of the following facilities is to ensure that the Union Delegate is able to effectively perform his/her functions in a professional and timely manner. The facilities shall include:

a) a telephone

b) an iPad equipped with mobile Internet access

c) a table and chairs

d) a filing cabinet

e) air-conditioning/heating

f) access to stationery and other administrative facilities, including use of facsimile, use of e-mail, (if available on site), following consultation between the Union Delegate and Site Management

g) a private lockable area.

42. UNION TRAINING LEAVE

An Employee elected as Union Delegate shall, upon application in writing to the Employer, be granted up to five days paid leave each calendar year to attend relevant Union Delegate courses. Such courses shall be designed and structured with the objective of promoting good industrial relations within the building and construction industry.

Consultation may take place between the parties in the furtherance of this objective.

The application for leave shall be given to the Employer in advance of the date of commencement of the course. The application for leave shall contain the following details:

a) The name of the Union Delegate seeking the leave

b) The period of time for which the leave is sought (including course dates and the daily commencing and finishing times); and

c) A general description of the content and structure of the course and the location where the course is to be conducted.

The Employer shall advise the Union Delegate within seven clear working days (Monday to Friday) of receiving the application as to whether or not the application for leave has been approved.

The time of taking leave shall be arranged to minimise any adverse effect on the Employer's operations. The onus shall rest with the Employer to demonstrate an inability to grant leave when an eligible Union Delegate is otherwise entitled.

The Employer shall not be liable for any additional expenses associated with an Employee's attendance at a course other than the payment of ordinary time earnings for such absence. For the

purpose of this clause ordinary time earnings shall be defined as the relevant Policy classification rate including, shift work loadings where relevant plus Site Allowance where applicable.

Leave rights granted in accordance with this clause will not result in additional payment for alternative time off to the extent that the course attended coincides with a Union Delegate's RDO or with any concessional leave.

A Union Delegate on request by the Employer shall provide proof of their attendance at any course within 7 days. If an Employee fails to provide such proof, the Employer may deduct any amount already paid for attendance from the next week's pay or from any other moneys due to the Union Delegate.

Where a Union Delegate is sick during a period when leave pursuant to this clause has been granted proof of attendance at the course is not required for that period and the Employee shall receive payment if entitled under the provisions of the relevant award clause.

Leave of absence granted pursuant to this clause shall count as service for all purposes of this Policy.

43. UNION RIGHTS PROMOTING REPRESENTATION OF MEMBERS

The company shall establish policies and procedures so that all reasonable steps are taken to encourage employees, to become financial members of the relevant branch of the Union, subject to relevant legislation.

Any company representative who discourages an employee from becoming a financial member of the union breaches the intent of this Policy.

The company must invite the union delegate to attend every company induction for new employees and to address employees for at least half an hour per attendance.

A standing invitation exists for any representative of the Union covered by this Policy to enter any place where company employees or representatives are for purposes including, but not limited to, dispute resolution or consultation meetings but not for purposes for which a Right of Entry exists under Part 3-4 of the Fair Work Act.

The company will allow the Union to promote membership of the Union.

The company will provide a Union noticeboard at every workplace. The display of material upon the Union noticeboard will be under the control of the Union.

The company will provide any information to the Union about employees that the Union requires, and that is necessary to ensure compliance with this Policy.

The company will provide information about the Union to an employee that the Union requires.

Employees are entitled to have paid time off to attend union meetings of up to 2 hours (or more by agreement) or participate in union activities. There shall be no more than one meeting per shift. The Union shall notify the Company that a meeting is to occur prior to the commencement of the meeting.

Upon request, the company will deduct Union dues from an employee's weekly wages and remit such amount to the Union by EFT within 2 days of the deduction.

44. TIME AND WAGE RECORDS

Particulars of details of payment to each Employee must be included on the envelope including the payment or in a statement handed to the Employee at the time payment is made and will contain the following information:

a) Name of employing Employer;
b) Name of Employee;
c) Employee's classification;
d) Date of payment and period covered by wage statement;
e) Details of the number of ordinary hours worked;
f) Details of the number of overtime hours worked;
g) The ordinary hourly rate and the amount paid at that rate;
h) The overtime hourly rates and the amounts paid at those rates;
i) The gross wages paid;
j) The net wages paid;
k) Details of any deductions made from the wages;
l) Details of all accrued entitlements such as RDOs, personal leave, annual leave, etc;
m) Details of the Employer BUSS(Q) contribution;
n) Details of the Employer BERT contribution, including the amount;
o) Details of the Employer CIPQ payment, including the amount;
p) Details of the Employees BEWT payment, including and the amount.

In addition, the Employer must also maintain the following time and wage records:

a) The Employee’s date of birth;
b) date when the Employee became an Employee of the Employer, if appropriate, the date when the Employee ceased employment with the Employer;
c) The Employee’s tax file number;
d) The Employee’s BUSS(Q) number;
e) The Employee’s BERT number;
f) The Employee’s QLeave number;
g) The Employee’s CIPQ number;
h) Daily details of work including:
    (i) Daily start time and finish time;
    (ii) Time lunch and crib breaks taken;
    (iii) Total ordinary hours worked and resulting wage;

(iv) Total time and a half hours worked and resulting wage;

(v) Total double time hours worked and resulting wage;

i) Details of allowances paid;

j) Details and payment for RDOs, Personal and annual leave, public holidays;

k) Details of deductions;

l) Details of additions;

m) Total gross allowances paid per week and year to date;

n) Total gross wages paid per week and year to date;

o) Tax deducted from wages per week and year to date;

p) Net wages per week and year to date;

q) RDOs, sick and annual leave accrued per week and year to date;

r) Superannuation, BERT, BEWT, and CIPQ paid per week and year to date.

45. SHAM CONTRACTING

Sham contracting occurs when an Employer engages an individual to perform building work under a contract for services where the true character of the engagement or proposed engagement is that of employment.

The Employer agrees they will not engage in sham contracting and recognises that the practice of sham contracting is unlawful and undermines the job security of the Employees covered by this Policy.

The Employer will not enter into a contract with another person ("the Contractor") under which services in the nature of building work are to be provided to the employer, if:

a) the services are to be performed by an individual (who is not the Contractor); and the individual has any ownership in, or is an officer or trustee of, the contractor; and

b) if the contract were entered into with the individual, the contract would be a contract of employment.

The Employer will maintain records about any Contractors that it has engaged in the preceding month which will include:

a) the name of the Contractor;

b) the owner(s) of the Contractor;

c) the works that the Contractor was engaged to perform;

d) basis on which the Contractor was paid for the work e.g. lump sum/fixed price, daily rate, other; and

The Employer will, within 7 days of receiving a written request from the Union, provide a copy of the records which it is required to keep pursuant to the previous subclause. Nothing in this subclause requires the Employer to provide information in a manner that is inconsistent with the Privacy Act 1988 (Cth).

Where in breach of this Policy a sham contract was in place, such that that Contractor was in fact an Employee under this Policy, the calculation for back pay will be calculated on the basis of the difference between what they were paid under sham contract arrangement and:

a) 175% of the applicable hourly rate contained in this Policy; and

b) the Site Allowance (if applicable); and

c) the multi-story allowance (if applicable); and

d) Superannuation (BUSSQ), BERT, CIPQ and BEWT.

46. SECURITY OF PAYMENTS

The Employer recognises that the under, non or late payment of building industry participants for services rendered can affect the entitlements of workers and the security of their employment.

The Employer acknowledges its obligations under the Building and Construction Industry Payments Act 2004 (as amended) and the Subcontractors Charges Act 1974.

The Employer will not engage in illegal or fraudulent phoenix activities for the purpose of avoiding any payment due to another building contractor or building industry participant or other creditor.

The Employer will:

a) comply with all applicable laws and other requirements relating to the security of payments that are due to subcontractors; and

b) ensure that payments which are due and payable are made in accordance with applicable legislative requirements; and

c) have a documented dispute settlement process in accordance with all applicable legislative requirements that details how disputes about payments will be resolved, includes a referral process to an independent adjudicator for determination if the dispute cannot be resolved between the parties and must comply with that process; and

d) as far as practicable, ensure that disputes about payments are resolved in a reasonable, timely and cooperative way.

e) Principal contractors and contractors will ensure reasonable allowance is included in contracts taking into account historic weather conditions and forecast rainfall.

f) The Employer will keep records demonstrating its compliance. The Employer will, within 7 days of receiving a written request from the Union who has a reasonable belief of a non-compliance, provide evidence demonstrating its compliance. Nothing in this Policy requires the Employer to provide information in a manner that is inconsistent with the Privacy Act 1988 (Cth).

47. TEMPORARY FOREIGN LABOUR

“temporary foreign labour” means a person that is not an Australian citizen or Australian permanent resident or does not have rights to work and live permanently with Australia who is employed or engaged to undertake work by the Employer.

The Employer recognises that the engagement of temporary foreign labour may undermine the job security of the Employees covered by this Policy. The parties wish to limit the circumstances in which

temporary foreign labour can be engaged to ensure the job security of the Employees covered by this Policy.

The Employer will not engage temporary foreign labour unless:

a) the position is first advertised in Australia; and

b) the advertising was targeted in such a way that a significant proportion of suitably qualified and experienced Australian citizens and Australian permanent residents (within the meaning of the Migration Act 1958 (Cth) would be likely to be informed about the position; and

c) any skills or experience requirements set out in the advertising were appropriate to the position; and

d) the employer demonstrates that no Australian citizen or Australian permanent resident is suitable for the job; and

e) temporary foreign labour will be engaged in accordance with this Policy, and

f) Written agreement has been reached with the Union.

The Employer will, within 7 days of receiving a written request from the Union provide evidence demonstrating its compliance with this clause. Nothing in this clause requires the Employer to provide information in a manner that is inconsistent with the Privacy Act 1988 (Cth).

Where an employer engages temporary foreign labour in breach of this Policy, the position shall, as soon as practicable, be re-advertised and filled by the employer strictly in accordance with this clause.

48. QUALITY BUILDING MATERIALS

The Parties recognise the complex issue of non-conforming building products (NCBPs). NCBPs are building products about which false claims have been made as to their quality and purpose or do not meet required standards for their intended use. A building product is non-conforming if, in association with a building, the product:

a) is not, or will not be, safe; or

b) does not, or will not, comply with relevant regulatory provisions; or

c) does not perform, or is not capable of performing, for the use to the standard represented.

The Parties recognise that domestically sourced and manufactured conforming building products are less likely to create the above conditions and accordingly wish to maximise the use of domestically sourced and manufactured building materials by the Employer.

The Employer will only use products in building work that comply with relevant Australian standards published by, or on behalf of, Standards Australia in accordance with the National Construction Code.

In order to maintain compliance, the Employer will maintain records in accordance with the Building and Construction Legislation (Non-Conforming Building Products – Chain of Responsibility and Other Matters) Amendment Act 2017

The Employer will, within 7 days of receiving a written request from the Union, provide a copy of the records which it is required to keep.

49. COMPLIANCE WITH THIS POLICY

Complaints, queries and concerns regarding entitlements paid in relation to the Award or this Policy shall be raised and resolved in accordance with the disputes procedure in this Policy. Authorised industrial personnel shall be provided access to time and wage records in accordance with all legal requirements. Relevant Union Officials shall be provided access to time and wages records in accordance with the FW Act.

The Employer will conduct an audit using the Audit Form provided for in this Policy to confirm compliance with:

a) Awards and workplace arrangements which have been certified, registered or otherwise approved under the relevant industrial legislation.

b) Legislative requirements such as:

(i) the Fair Work Act 2009; or

(ii) QLD/NT Workers Compensation; or

(iii) Superannuation; and

(iv) Long Service Leave.

This audit will be conducted when there is a request from the Union that that there is a reasonable suspicion of non-compliance. The audit will be undertaken in accordance with ISO9001-2008 by an auditing company agreed between the Employer and the Union. A copy of the audit record will be provided to the Union, and any representative nominated by the Employee.

50. POSTING OF POLICY AND NOTICES

A true copy of this Policy shall be exhibited in a conspicuous and convenient place on the premises of the Employer and on every Employee's worksite so as to be easily read by Employees.

51. SEVERABILITY

It is the intention of those covered by this Policy that the Policy contains only permitted matters under the FW Act. The severance of any term of this Policy that is, in whole or in part, of no effect by virtue of the operation of section 253 of the FW Act shall not be taken to affect the binding force and effect of the remainder of the Policy. To the extent it is possible, all terms should be interpreted in a manner that would make them permitted matters.

PART 2 – CONSTRUCTION WORKERS

52. CONSTRUCTION RELEVANT DEFINITIONS

Continuous Service includes absence due to: Annual Leave; Personal Leave; Parental Leave; illness or accident up to a maximum of 4 weeks after the expiration of sick leave; jury service; injury received during the course of employment and up to a maximum of 52 weeks for which the Employee received workers` compensation; where called up for military service for up to 3 months; long service leave.

Continuous Shift Worker means, for the purpose of the additional week of annual leave provided by the NES means an Employee engaged to work in a system of consecutive shifts throughout the 24 hours of each of at least five consecutive days without interruption (except during breakdown or meal breaks or due to unavoidable causes beyond the control of the Employer) and who is regularly rostered to work those shifts.

Construction Work means any work carried out in connection with the construction, alteration, conversion, fitting-out, commissioning, renovation, refurbishment, demolition, decommissioning or dismantling of a structure, including associated prefabrication work.

Crib Time means any meal break during overtime or Shift Work. It is to be taken without loss of pay.

Early Start Penalty is a penalty applied to shifts starting between 4am and 6am that will be paid for at 200% of the ordinary rate and accrue towards the totally ordinary hours for the day.

Employee Representative means a duly elected, or appointed, representative by Employees for the purpose of representing those Employees.

Injury shall have the same definition as the *Workers' Compensation and Rehabilitation Act 2003 (Qld).*

Kept waiting for wages on pay day means all such time spent waiting, wherever the waiting is done.

Redundancy means a situation where an Employee ceases to be employed by the Employer, other than for reasons of general, serious wilful misconduct. **Redundant** has a corresponding meaning.

Total Cost of Work means the total value of the project declared to QLeave.

Special Class Dogman means a Dogman having no less than 12 months on the job experience in dogging tower cranes and, having obtained a 'Verification of Competency (VOC) for a particular tower crane.

Special Class Tradesperson means a tradesperson who is engaged on work which requires the use of complex, high quality trade skills and experience which are not generally exercised in normal construction work. For the purpose of this definition, complex and high-quality trade skills and experience will be deemed to be acquired by the tradesperson:

a) Having had not less than 12 months' on-the-job experience of such skilled work, and

b) Having, by satisfactory completion of a prescribed post trade course, or other approved course, or the achievement of knowledge and competency by other means including the

on-the-job experience, as will enable the tradesperson to perform such work unsupervised where necessary and practical, to the required standard of expertise/skill.

53. CONTRACT OF EMPLOYMENT

At the point of engagement of each Employee, the Employer must inform the person in writing whether the engagement is on a permanent casual or job share basis stating by whom the Employee is employed, the job performed, the classification level, office from which they are engaged and the relevant rate of pay. Employees may relocate and transfer their office of engagement provided that there has been consultation between the Parties and it is agreed in writing between the Employer and the Employee. Each new Employee shall upon commencement also be provided with a copy of this Policy, or alternatively, access to the Policy in electronic format at the discretion of the Employee.

The Employer may direct an Employee to carry out such duties as are reasonably within the limits of the Employee's skill, competence and training consistent with the Employee's classification provided that such duties do not promote deskilling.

If an Employee is absent from work for a period for which they have or will claim workers' compensation, the Employee's contract of employment shall remain intact during the period of absence. The Employer shall continue to make contributions (and where applicable, reports of service) on behalf of the Employee to BUSS(Q), Australian Super, CBUS, BERT/CIRT, BEWT/JetCo, STQ, CIPQ/, Protect, Wageguard, WIP Income Insurance and Qleave or other funds nominated. The Employee shall also continue to accrue all appropriate leave entitlements for the first twelve months of the Employee's absence due to the workers compensation claim.

54. TECHNOLOGY

Employees must not be required to use personal electronic devices, without agreement between the parties to this Policy.

55. EFFECTIVE WORK ORGANISATION

Effective Work Organisation refers to methods of organising work so that Employee and Employer objectives can be achieved efficiently, sustainably and safely, producing results which are acceptable to all concerned.

Where the Employer is the principal contractor, or they are required under contract to provide the following key site attendant roles on a project, the Employer shall engage these employee`s directly unless otherwise agreed:

a) Union Delegates
b) First aid attendants
c) Amenities attendants
d) Hoist drivers (including builders' lift drivers)
e) Crane crews (except were supplied by a specialist company or subcontractor)
f) Gate persons

g) Primary traffic attendant roles (except were supplied by a subcontractor as an ancillary aspect of their scope of works or where there is a legal requirement).

h) Reasonable numbers of labourer's and tradespeople, relative to the size and nature of the project.

The parties acknowledge that traditional trade-based training through apprenticeships, was one of the best paths for career development in the construction industry. The employer will engage a reasonable number of apprentices and trainees directly through consultation with the Union.

Tower Cranes

In order to maximise the continuity and security of employment for Employees and to ensure that the Employer's equipment is operated only by qualified, experienced and capable persons, the Employer agrees that in relation to the operation of tower cranes all tower cranes which are hired out by the Employer (or by an associated entity of the Employer), and which are capable of being operated by Employees of the Employer shall be supplied with a suitably qualified crane crew who are current Employees of the Employer for the duration of the hire period.

56. APPRENTICES/TRAINEES

Apprentices/Trainees shall be entitled to all of the applicable rates and conditions of employment prescribed by this Policy.

For clarification, in addition to relevant rates, Trainees are entitled to receive full Daily Travel, BERT/ CIRT/PROTECT, BEWT/JetCo, STQ, CIPQ/WAGEGUARD, Superannuation and any other entitlements in accordance with this Policy. Such entitlements shall not be paid at rates applicable to Apprentices.

Training arrangements for Apprentices/Trainees shall be as provided in this Policy.

Apprentices/Trainees shall be entitled to be paid the daily fares and travel allowance whilst attending training.

The Employer shall be responsible for meeting all costs associated with Apprenticeship/Traineeship training, including any student registration, tuition fee or other course costs.

During the first year of an Apprenticeship, tools to the minimum retail value of $600.00 shall be supplied by the Employer within a period of three months after the expiry of the probationary period or within a period of six months from the date of commencement of the employment, whichever first occurs.

During the second and subsequent years (or part of a year) of apprenticeship tools to the retail value of $600.00 shall be supplied by the Employer within a period of three months from the commencement date of each such year (or part of a year) of the indentured Apprenticeship.

Where an Apprentice has entered a Competency Based Training Agreement, the provision of tools will be on the following basis:

a) During the term of Apprenticeship, an Employer shall, in respect of each level of the apprenticeship program, supply the Apprentice with tools of trade, to a minimum retail value of $600.00.

b) The supply of tools of trade for each level of the program shall be linked to the successful achievement of competencies or, where appropriate, the demonstration of approved levels of progression towards the achievement of competencies as prescribed by the relevant National Training Package or in the relevant Award.

c) Supply of tools will occur no later than three (3) months after the expiry of the probationary period or within a period of six (6) months from the date of commencement of the employment, whichever first occurs, and no later than three (3) months into subsequent levels of the apprenticeship.

d) Apprentices employed under part-time or school based arrangements shall be entitled to a supply of tools consistent with the requirements as outlined in this Policy.

Apprentice Ratio

The Employer recognises that in order to increase the efficiency and productivity of the Employer, a significant commitment to structured training and skill development is required. They also recognise the importance of the apprenticeship system to the construction industry. Therefore, the Parties agree:

a) If the Employer employs five (5) or more tradespeople in any one classification, it undertakes to employ an apprentice(s) or make arrangements to host an apprentice from an agreed scheme.

b) The Employer is committed to ensuring that apprentices receive appropriate on the job training by experienced tradespeople and apprentice numbers are maximised, to this end the Employer will endeavour to maintain at least one apprentice to every five (5) tradespeople.

c) If the Employer does not currently have an apprentice as provided for in paragraph (a) above, the Employer will engage in consultation with the Union in relation to their obligations within this Policy but shall be afforded reasonable time to enable the Employer to comply with this Policy. Further, the Parties are committed to a strong ratio of apprentices in the industry.

57. ADULT APPRENTICES

Adult apprentices are apprentices who commence their apprenticeship at the age of 21 years or older. Adult apprentices engaged under any of the classifications set out in Section 64 of this agreement and will be paid a minimum rate equal to the rate of pay for a second-year apprentice, for the first two years of the apprenticeship, then on parity with other apprentices for the third and fourth years.

58. WAGES

Employees that are construction workers must be paid wages in accordance with section 64 of this document from the first full pay period after the dates specified. Those rates include the following increases:

Date	Percent
1 July 2023	5%

1 July 2024	5%
1 July 2025	5%
1 July 2026	5%
1 July 2027	5%

The wage rates detailed in the relevant section of this document are structured as follows:

a) The wage rates detailed in section 64 of this document for classifications CW1 to CW4 inclusive include the weekly hand tool allowance (where relevant)

b) The ordinary time hourly rate for all purposes shall be calculated by dividing the appropriate weekly rate by 36.

c) The wage rates for classifications CW 5 and above detailed in section 64 of this document do not contain the weekly hand tool allowance. Where this allowance is applicable, it must be paid in addition to the rates contained in section 64 of this document.

Wages for apprentices shall be calculated by applying a fixed percentage to the rates of specific trades as provided by the applicable award or order. Provided that the trade rate shall not include the hand tool or power tool allowances for the purpose of this calculation.

59. CLASSIFICATIONS

The Classification levels for Employees engaged under this Policy shall be read in accordance with the Award unless specifically amended by the terms of this Policy. Classification levels, relativities, pay rates and other details are contained in the relevant section of this document.

Marker/Setter Out

An Employee not already engaged as CW4 (marker/setter) shall be paid an all-purpose allowance of 5% of his/her applicable hourly rate when performing this work.

Higher Duties

Where any Employee on any day performs two or more classes of work to which different rates of pay are applicable, the Employee shall be paid at the higher hourly rate for the day if the Employee is required to work at that class of work for two (2) hours or more, and if for less than two (2) hours during any one (1) day the Employee will be paid the higher rate for the time so worked.

60. ALLOWANCES

In addition to the wage rates prescribed in this Policy, Employees shall be paid additional allowances as provided for by the Award. The rates for the various allowances shall be as provided within relevant Parts of this document and in Appendix 2..

The rates for all allowances shall be payable from the commencement of the first pay period after the dates specified.

Fares and Travel Allowance

All Employees shall be entitled to receive the fares and travel allowance as follows:

a) Employees engaged on projects valued over $50 million.

Distance	1/1/2023	1/7/2023	1/1/2024	1/1/2025	1/1/2026	1/1/2027
Zone 1	$50	$55 per day	$60 per day	$62 per day	$64 per day	$66 per day
Zone 2	N/A	$75 per day	$80 per day	$82 per day	$84 per day	$86 per day
Zone 3	N/A	$95 per day	$100 per day	$102 per day	$104 per day	$106 per day

a) Zone 2 and 3 only apply to employees who live further than 50Kms from their place of work.

b) There shall exist zone borders at both 50kms, 100kms and 150kms from the business address where the employee is engaged. The business address where the employee is engaged will be the address listed in definitions under `Employer` or by written agreement with the Union.

c) At the commencement of the project the radial distance from the business address to the project will be calculated.

d) Employees will be paid the corresponding travel allowance based on the zone the project is located in relative to the business address where they are engaged.

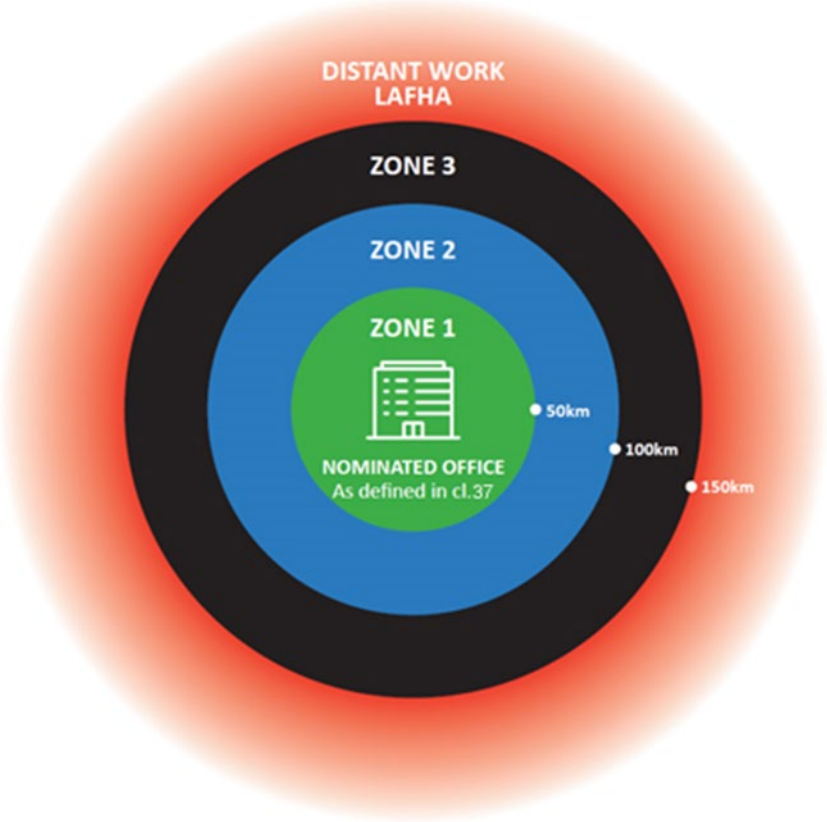
e) In the event that the Employer supplies a vehicle for travelling to and from work to the employee the amount of travel paid for zone 2 and 3 will be the difference between the relevant zone travelled too and the amount due from zone one. This shall be considered payment for distant travel.

f) For clarity the fares and travel allowance under the applicable awards will not apply. The allowances for being sent to multiple jobs in a day as listed in this Policy will continue to apply.

g) Apprentices shall receive the following percentage of the amount detailed above:

Stage	Percentage	Stage	Percentage
1st	75%	3rd	90%
2nd	85%	4th	95%

TRAVEL ALLOWANCE EXPLANATORY DIAGRAM



Site Allowance

A Site Allowance as detailed below will be paid as a flat amount for each hour worked and will remain unaltered for the duration of each project. At the commencement of any new project by the Employer the Employer will inform the relevant Employees of the value of the project. Where there is a dispute with the value of the project, the Qleave declaration of the "total cost of work" will apply.

Value of Project	Site Allowance	Value of Project	Site Allowance
$50m-$80m	$1.70	$500m-$600m	$6.00
$80m-$100m	$2.50	$600m-$700m	$7.00
$100m-$200m	$3.50	$700m-$800m	$8.00
$200m-$300m	$4.50	$800m-$900m	$9.00
$300m-$400m	$5.00	$900m-$1b	$10.00

$400m-$500m	$5.50	$1b +	$11.00

a) Site Allowance is not subject to any premium or penalty and shall compensate for

b) all disabilities other than:

(i) Heavy Blocks

(ii) Explosive

(iii) Powered Tools

(iv) Scaffolder's Licence Allowance

(v) Unbacked Insulation

(vi) Swing Stage

(vii) Height/Multi Storey.

NB: the Living Away from Home Allowance, travel allowance, transfers during working hours and all allowances referred to under common allowances or relevant sector allowances of this Policy are not disability allowances for the purposes of this clause.

Height Allowance

Height allowance will be payable on all multi-story projects from commencement as per the following:

a) Where the Total Cost of Work is $50m or greater, height allowance shall be paid in accordance with the following.

ALLOWANCE TITLE	From Commencement	From 1/07/2023	From 1/07/2024	From 1/07/2025	From 1/07/2026	From 1/07/2027
Multi-storey (Height): commencement to 15th floor	$1.38	$1.45	$1.52	$1.60	$1.68	$1.76
Multi-storey (Height): 16th to 30th	$1.64	$1.72	$1.81	$1.90	$1.99	$2.09
Multi-storey (Height): 31st to 45th	$2.55	$2.68	$2.81	$2.95	$3.10	$3.25
Multi-storey (Height): 46th to 60th	$3.30	$3.47	$3.64	$3.82	$4.01	$4.21
Multi-storey (Height): 61st and onwards	$4.03	$4.23	$4.44	$4.67	$4.90	$5.14

b) Where the Total Cost of Work is less than $50m, the value of height allowance shall be paid in accordance with the Building and Construction General Onsite Award 2020.

The applicable Height and Site Allowances will be paid to Employees on a project in respect of works performed by the Employer on that project:

a) Up to the Employer's contractual practical completion for the last separable portion of that project, and to any additional work that is continuous and carried out by the Employees of the Employer on that project post practical completion, that falls under the Employer's original contract (for example defects work).

Leading Hand

A leading hand is an Employee who is given by the Employer, or the Employer's agent, the responsibility of directing and/or supervising the work of one or more other persons. A person specifically appointed to be a leading hand, will be paid for all purposes, the leading hand allowance appropriate for the number of persons in the Employee's charge. Additionally, a leading hand will be paid at the hourly rate of the highest classification supervised or the Employee's own hourly rate, whichever is the highest.

Living Away from Home Allowance

Where an Employee is engaged on distant work, the provision of reasonable board and lodgings will be supplied by the Employer, at no cost to the Employee.

a) Reasonable board and lodging means, a minimum of three adequate meals per day, and a single room (not shared) which is quiet with air conditioning/heating, suitable ventilation, comfortable and clean bedding, appropriate lighting and furnishings, an ensuite with a toilet, shower and basin both with running hot and cold water, a television and tea and coffee making facilities. All facilities must be clean and fully functioning.

b) Where reasonable board and lodging are not available, the Employer and the Employee may agree to alternative arrangements, provided that the Employee is not placed in a financial disadvantage as a result of the alternative arrangement.

c) If the employer does not supply meals then an allowance will be paid per meal in accordance with this Policy .

d) Where employees are required to work on a project more than 150km from the business address where the employee is engaged, this shall be referred to as distant work. Distant work shall only be undertaken with agreement from the union. Such agreement will take into consideration daily travelling time and its effect on fatigue and may include an agreement to enact the distant works provision of this Policy where workers are required to travel less than 150km.

e) Rosters for Distant work shall be agreed in writing between the Employer and the Union before the distant work commences.

f) Employees rostered for distant work must be notified in writing by the Employer. To ensure fatigue is managed safely, no Employee will be required to work on distant work for more than 14 consecutive days or have less than 7 consecutive days between engagements on distant work. Notwithstanding any other requirements in this Policy, no employee will be required to be away from home for more than 3 weeks without returning home at the employer's expense.

g) An Employee may refuse to work in circumstances where the working would result in the Employee working hours which are unreasonable having regard to matters including:

    (i) any risk to Employee health and safety including the risk of fatigue i.e. excessive hours, exposure to noise, fumes, or any matter that can impair an Employee's ability to work safely and/or create a danger to Employees;

(ii) the Employee's personal circumstances including any family responsibilities.

(iii) the needs of the workplace or enterprise;

(iv) the notice (if any) given by the Employer, and by the Employee of his or her intention to refuse it; and

(v) any other relevant matter.

h) All time spent by Employees travelling to and from distant work will be paid as if worked during the time the travel is taken.

Power Tools

Where an Employee is specifically required to supply their own power tools (maximum of three commercial quality power tools plus a lead) by the Employer, the Employer will be responsible for all consumables and tagging and will replace all stolen tools if in an Employer lock up. Where the Employer requires the Employee to lend a power tool to another Employee, the Employer is deemed to have taken ownership of the tool and will replace the tool with a new tool of the same brand and model or an agreed alternative. The Employer will pay the rate per hour: as detailed in this Policy.

Engagement of more than one mobile crane

Where more than one mobile crane is engaged on any single lift the following additional payments shall be made per lift:

Number of Cranes	1/7/2022	1/72023	1/72024	1/7/2025	1/7/2026
2	$4.42	$4.64	$4.87	$5.12	$5.37
3	$8.50	$8.92	$9.37	$9.84	$10.33
4	$13.07	$13.72	$14.41	$15.13	$15.89
5+	$17.27	$18.13	$19.04	$19.99	$20.99

61. SUPERANNUATION

It is agreed that the default fund under this Policy shall be BussQ.

All Employees shall be entitled to receive Employer superannuation contributions and shall also co-contribute a minimum amount from their wages.

On projects where the Total Cost of Work is $50m or greater, the Employer will contribute on behalf of each Employee the following minimum weekly amount:

Date	1/7/2022	1/7/2023	1/7/2024	1/7/2025	1/7/2026

Super	$255/week	$285/week	$297/week	$310/week	$323/week

On projects where the Total Cost of Work is $50m or greater, every Employee shall co-contribute by way of salary sacrifice the following minimum weekly amount:

Date	1/7/2022	1/7/2023	1/7/2024	1/7/2025	1/7/2026
Co-Cont.	$64/week	$72/week	$75/week	$78/week	$81/week

The contributions shall be in addition to all other entitlements prescribed by this Policy.

Contributions for apprentices shall be calculated at 12% of ordinary time earnings.

Apprentices shall co-contribute by the way of salary sacrifice 3% of ordinary time earnings.

On projects where the Total Cost of Work is less than $50m, superannuation shall be calculated at the rate outlined in the Superannuation Guarantee (Administration) Act 1992 (SGAA), be paid on all hours worked, up to a maximum of 36 hours per week and contributed to the Superannuation fund on a monthly basis.

Where an employee has worked on multiple sites during the week, the higher contribution for superannuation outlined above will apply, provided the employee has worked any of the week on a project where the Total Cost of Work is $50m or greater.

The Employer will, on behalf of the Employee, forward the above amounts directly to each Employee's superannuation account at least once each calendar month.

Contributions will continue to be paid on behalf of an Employee during any absence on paid leave such as annual leave, long service leave (including leave paid for by Qleave), public holidays, sick leave and bereavement leave. The Employer shall also be required to make contributions while an Employee is absent from work and is claiming Workers' Compensation for a maximum period of 12 months.

Should it be established that the Employer has failed to make payments as required; the Employer shall be liable to make the appropriate contributions immediately upon being notified of the non-compliance. Further, the Employer shall pay an additional 10% per annum (calculated on a pro-rata basis) to offset the interest that the contributions would have attracted in the relevant fund had they been paid on the due dates. The requirement for the Employer to make retrospective payments shall not limit any common law action which may be available in relation to death, disablement, or any similar cover existing within the terms of a relevant fund.

62. SALARY SACRIFICE ARRANGEMENTS

Employees covered by this Policy will have access to salary sacrifice arrangements in addition to the compulsory arrangement detailed above. The requirements of any such arrangements shall ensure that:

a) Accessing a salary sacrifice arrangement is a voluntary decision to be made by the individual Employee.

b) An Employee wishing to enter into a salary sacrifice arrangement will be required to notify his/her Employer in writing of the intention to do so and have sought expert advice in relation to entering into such an arrangement.

c) The Employer shall meet the cost of implementing the administrative and payroll arrangements necessary for the introduction of salary sacrifice to the Employees under the Policy.

d) The co-contribution of superannuation payments referred to herein shall be made by way of salary sacrifice arrangements.

63. INCOME PROTECTION AND PORTABLE UNUSED SICK LEAVE

The Employer will contribute the following amounts (including GST) per week to CIPQ in respect of each of its Employees for, or on account of, the premium insuring income protection for each of those Employees:

Date	1/3/2022	1/3/2023	1/3/2024	1/3/2025	1/3/2026	1/3/2027
CIPS	$41.30	$47.00	$51.00	$54.00	*	*

To be advised in accordance with 35.2

The income protection policy provided by the Employer will provide $1600 as a weekly benefit in the event of a claim.

If CIPQ decides that a higher weekly rate per Employee must be paid or provided, the Employer must pay that higher rate as and from the date CIPQ determines. Payment at the rate specified from the date determined by CIPQ will satisfy the Employer's obligations.

If the Employer does not contribute to CIPQ the amount required in respect of each and every Employee, the Employer will pay an additional $1,500 per week on top of what benefit the policy provides and also reimburse the Employee for costs (i.e. medical expenses, claims management and rehabilitation expenses) incurred by the Employee, for a period of three years in the event that an Employee is unable to make a claim because of the non-payment by the Employer.

All accrued and unused sick leave will be notified to CIPQ upon termination for each employee, for the purposes of portable sick leave.

64. REDUNDANCY

The Employer will utilise BERT to meet all of the liabilities for Redundancy payments and further to ensure that an amount equal to the credit balance of the Employee's account in the Employee's Redundancy fund is paid to the Employee when the Employee is entitled to that payment pursuant to the terms of the Employee's Redundancy fund.

For projects where the Total Cost of Work is $50m or greater, the Employer will contribute on behalf of each Employee the following minimum weekly amount listed below for redundancy:

	1 July 2023	1 January 2024	1 January 2025	1 January 2026	1 January 2027
	$120.00	$126.00	$138.00	$151.00	$165

New rates are effective from the first pay period of the month listed

At the same time contributions are made to the Employee's Redundancy fund, the Employer must pay to the Trustee of the Building Employees Welfare Trust (BEWT) or other similar fund nominated by the Union an amount equal to the following:

	1 July2023	1 January 2024	1 January 2025	1 January 2026	1 January 2027
	$17.50	$20.00	$23.00	$25.00	$28.00

New rates are effective from the first pay period of the month listed

For projects where the Total Cost of Work is less than $50m, the Employer will contribute on behalf of each Employee the following minimum weekly amount for redundancy:

1 January 2022	1 July 2023	1 January 2024	1 January 2025	1 January 2026	1 January 2027
$54.00	$82.00	$87.00	$91.00	$96.50	$100.00

New rates are effective from the first pay period of the month listed

At the same time contributions are made to the Employee's Redundancy fund, the Employer must pay to the Trustee of the Building Employees Welfare Trust (BEWT) or other similar fund nominated by the Union an amount equal to the following:

1 January 2022	1 July 2023	1 January 2024	1 January 2025	1 January 2026	1 January 2027
$6.00	$9.00	$9.50	$10.00	$10.50	$11.00

New rates are effective from the first pay period of the month listed

Where an employee has worked on multiple sites during the week, the higher contributions for BERT and BEWT outlined above will apply, provided the employee has worked any of the week on a project where the Total Cost of Work is $50m or greater.

Apprentice contributions shall be calculated using the following percentage of the trade rate:

Stage	Percentage
1st	50%
2nd	60%
3rd	75%
4th	90%

Contributions will continue to be paid on behalf of an Employee during any absence on paid leave such as annual leave, long service leave (including leave paid for by QLeave), public holidays, sick leave and bereavement leave. The Employer shall also be required to make contributions while an Employee is absent from work and is claiming Workers' Compensation for a maximum period of 12 months.

Where the Employee's balance in the Employee's Redundancy fund reaches $20,000.00 or an amount that equals 10 weeks' wages, the Employee will have the option to continue to have contributions paid to their Redundancy fund or redirected to BUSS(Q). It is the Employee's option only. Where an employee exercises (or has exercised) this option, his or her Redundancy entitlement will be deemed met for all current and future entitlements arising from the current employment engagement.

Contributions to the Employee's Redundancy fund must be made, at a minimum, monthly, by no later than the 15th of the following month. Details of the Employer's contribution for each month including when contribution was made and for how much, are to be shown on the Employee's wage statement by the end of the second week of each subsequent month. Late payments shall attract a penalty of 10% of the total amount due, unless there is a reasonable explanation that is acceptable to the parties of this Policy.

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PART 3 - PLUMBING, MECHANICAL PLUMBING, SPRINKLER FITTING AND PIPE TRADE WORKERS

65. DEFINITIONS

"Continuous Service" means a period of continuous employment regardless of an Employee's absence from work for any of the following reasons:

a) illness or accident, up to a maximum of four weeks after the expiration of paid personal leave;

b) any leave entitlement taken (e.g. annual leave, jury service, public holiday, personal leave, long service leave, etc.);

c) injury received during the course of employment and up to a maximum of 26 weeks for which the Employee received workers compensation; and

d) any other absence from work except where the Employer notifies the Employee in writing that the Employee's service has been broken.

"First Class Sprinkler Fitter" means a fitter who holds a Restricted Water Plumbers – fire protection (commercial and industrial) license with the Queensland Building and Construction Commission (QBCC), or any subsequent licensing authority, and who can undertake all work in connection with preparing, erecting, fitting, fixing, commissioning, altering, overhauling, repairing or testing of apparatus, pipes and/ or fittings including the fixing and connecting of tanks, valves, water supplies, pumps, gauges, or alarms for systems for the detection, extinguishment and/ or control of fires and/ or all pipes and/or fittings for conveyance of water, air and/ or gas and/or chemical compounds and/or pipes and fittings for hydrant and hose reel services.

"Hourly Rate" means the rate specified in Appendix 1 – Rates of Pay of this document for each classification and is deemed to include the following allowances which customarily were paid under the Award: Base Rate, District Allowance, Registration Allowance, Plumbing Trade Allowance, Industry Allowance, Tool Allowance, Lost Time Loading and Special Allowance.

"Leading Hand" means an Employee who is given by the Employer, or their agent, the responsibility of directing and/ or supervising the work of another person or other persons.

"Licensed Drainer" will mean a person licensed as a drainer by the appropriate State Authority, or a person holding a certificate covering draining work which is recognised under the provisions of the Australian and New Zealand Reciprocity Association Agreement who within three months makes application for and receives registration from the appropriate State Authority.

"**Operator of Explosive-Powered Tools**" means an Employee qualified in accordance with the laws and regulations of the State concerned to operate explosive-powered tools.

"Ordinary Time" means the ordinary rate of pay as calculated in accordance with Appendix 1 - - Rates of Pay.

"OTE" (alternatively, **Ordinary Time Earnings**) will have the same meaning and explanation as provided by the Australian Taxation Office (**ATO**) as amended from time to time.

"**Service Work**" means the repair, overhaul and/ or alteration of operative fire protection systems involving the daily reinstatement of such systems to normal operating level.

"**Trade Assistant**" means a person who performs work of an unskilled nature as defined by of Part 3, Division 1 – Classifications.

"Total Cost" of Work means the total value of the project declared to QLeave.

"**Union**" for the purposes of Part 3 of this document means the Queensland Plumbers Union whether its federally registered entity, the Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union of Australia (**CEPU**), and/or the CEPU Plumbing Division, Queensland Divisional Branch, and/or or its State-Registered entity, the Plumbers and Gasfitters Employees' Union Queensland, Union of Employees.

66. COOPERATIVE ENGAGEMENT AND COMMITMENTS OF THE PARTIES

The intentions and commitments of the parties to this Document are to foster a healthy and productive relationship between the Employer, the Union and the Employees of the Employer for the benefit of all parties. The parties are committed to jointly working towards this intention and will therefore commit to:

a) Provide for an efficient, progressive and prosperous plumbing contracting industry for the benefit of the Employer and its Employees

b) The parties agree to act in good faith in fulfilling their respective functions and obligations under this Document.

c) Take an honest and genuine approach to the resolution of any Disputes arising between them;

d) Give genuine consideration to, and respond to, the positions and proposals of other parties in relation to any Disputes;

e) Disclose information (other than confidential or commercially sensitive information) which is relevant to any Dispute in a timely manner; and

f) Develop behaviour driven by consistent, high levels of cooperation, consultation and a free flow of information between all parties focusing on customer needs, high performance, skills development and job satisfaction for Employees of the Employer;

g) Maintain the welfare of the Employees of the Employer by establishing best practice occupational health and safety with the emphasis on accident and injury prevention and to seek to improve the standard of living, job satisfaction and continuity of employment for Employees;

h) Facilitate and assist in continual skills development through training to accommodate new work methods, regulations and technology.

i) The Employer is committed to being an industry leader and employer of choice, and to working with the Union to achieve appropriate rates of pay and conditions of employment throughout the industry: and

j) The Employer recognises that regulatory reform in the Plumbing and Fire Protection industry has the potential to improve safety and sustainability within the industry. The

employer will endeavour to have constructive discussions with the Union and lawmakers in respect of any such proposed regulatory reforms.

67. ENGAGEMENT

At the time of engagement of each Employee, the Employer must inform the person in writing the terms of their engagement (permanent, part-time or casual), the name of their Employer, the job to be performed, the classification level, and the relevant rate of pay.

Employees will be engaged in one of the following categories:

a) daily hire;

b) weekly hire (all apprentices);

c) casual; or

d) part-time weekly hire.

Employer may direct an Employee to carry out such duties as are reasonably within the limits of the Employee's skill/ competence and training consistent with the Employee's classification, provided that such duties are not designed to promote deskilling.

PART TIME EMPLOYMENT

A part-time Employee is an Employee other than an apprentice who is employed for not less than 10 hours per week and not more than 36 ordinary hours per week or fewer than 8 ordinary hours per day and has reasonably predictable hours of work.

For each ordinary hour worked, a part-time Employee must be paid no less than the minimum hourly rate of pay for the relevant classification and pro rata entitlements for those hours. The Employer must inform a part-time Employee of their ordinary hours of work and of their starting and finishing times.

Before commencing a period of part-time employment, the Employee and the Employer will agree in writing:

a) that the Employee may work part-time;

b) upon the hours to be worked by the Employee, the days upon which they will be worked and commencing times for the work;

c) upon the classification applying to the work to be performed; and

d) upon the period of part-time employment.

Before commencing a period of part-time employment, the Employee and the Employer will agree in writing:

The terms of an agreement may be varied, in writing, by consent of the parties.

A copy of the agreement and any variation to it will be provided to the Employee by the Employer.

An Employee who does not meet the definition of a part-time Employee and who is not a full-time Employee in accordance with this Policy will be paid as a casual Employee in accordance with the provisions contained in Part 1 – Casual Employment.

All time worked outside the spread of ordinary working hours as provided in by the provisions contained in Part 1 – Ordinary Hours, and all time worked in excess of the hours as mutually agreed will be overtime and paid for at the rates prescribed in Part 1 - Overtime.

A copy of the agreement and any variation to it will be provided to the Employee by the Employer.

CASUAL EMPLOYMENT

An Employee who does not meet the definition of a part-time Employee and who is not a full-time Employee in accordance with this Policy will be paid as a casual Employee in accordance with the provisions governing Casual Employment.

A casual Employee shall be entitled to all the applicable rates and conditions of employment prescribed by this Policy.

68. TERMINATION

PERIODS OF NOTICE

a) Either the Employer or the Employee may terminate the Employee's employment by providing the applicable following notice:

   (i) Plumbing classifications (daily hire Employees) – 1 day;

   (ii) Sprinkler Fitter classifications – as per the NES;

   (iii) Apprentices – as per the NES; or

   (iv) Casual Employees – 1 hour.

b) Payment may be made in in lieu of notice (equivalent to the required notice).

c) The period of notice in this clause does not apply in the case of dismissal for conduct that justifies instant dismissal.

d) In addition to the above notice periods, a tradesperson will be allowed one hour prior to termination to gather, clean, sharpen, pack and transport their tools.

PAYMENT OF ENTITLEMENTS AT TERMINATION

a) Within 2 days of termination of the Employee's employment, the Employer will pay to the Employee the following entitlements:

   (i) Outstanding wages

   (ii) Where the Employer initiates the termination and the Employer seeks to pay the Employee in lieu of the Employee working out the notice period, and the dismissal is not a summary dismissal, allowances the Employee would have received if they were to work the notice period;

   (iii) Accrued annual leave, including 17.5% loading;

   (iv) Accrued RDOs including fares and travel for each 7.2 hours;

b) Where the Employer terminates an Employee, except for reasons of misconduct or incompetence (proof of which will lie upon the Employer), the Employer will pay the Employee a day's ordinary wages for each holiday or each holiday in a group which falls within 10 consecutive calendar days after the day of termination. Where any 2 or more of

the holidays prescribed in this Policy occur within a 7-day span, such holiday will be a group of holidays. If the first day of the group of holidays falls within 10 consecutive calendar days after termination, the whole group will be deemed to fall within the 10 consecutive calendar days. Christmas Day, Boxing Day and New Year's Day will be regarded as a group; and

c) Outstanding CIPQ, superannuation, BERT, BEWT and STQ entitlements in accordance with this Policy.

d) Should payments required by subclauses (a) not be made in full within 2 days of the Employee's termination, the Employee will be entitled to claim payment for all time spent waiting for the wages up to a maximum of 8 hours pay per day (including Saturday and Sunday).

(a) Any payments required by subclause (c) must be paid as soon as is possible after termination of the Employee's employment, in accordance with the payment and contribution processes of the fund. If this does not occur in full, the Employee will be entitled to claim payment for all time spent waiting for the wages up to a maximum of 8 hours pay per day (including Saturday and Sunday).

(b) Within 7 days of the termination, the Employer will notify CIPQ of the Employee's sick leave balance and provide the Employee with a separation certificate.

69. STANDING DOWN OF EMPLOYEES

The Employer will deduct payment for any day (or part of a day), commencing from the time that the Employer provides notice to the Employees and, where nominated by the Employees, their representative(s), that an Employee cannot be usefully employed because of industrial action or any stoppage of work by any cause for which the Employer cannot reasonably be held responsible. This clause is not to supersede or is intended to override the *Procedure for Dealing with Safety Issues or Incidents* of this Policy.

70. WAGES, INDUSTRY FUNDS, ALLOWANCES AND RELATED MATTERS

WAGES

(a) Employees must be paid wages in accordance with Part 3, Division 2 from the first full pay period after the dates specified. Those rates include the following increases:

(v) 5% from 1 July 2023;

(vi) 5% from 1 July 2024;

(vii) 5% from 1 July 2025;

(viii) 5% from 1 July 2026; and

(ix) 5% from 1 July 2027.

(b) Employees are entitled to be paid the ordinary time hourly rate of pay shown in Appendix 1 – Rates of Pay.

71. WAGE, PAYMENT & TIME, AND WAGES RECORDS

Details of each payment made to each Employee must be included in a statement provided to the Employee at the time payment is made and will contain the information prescribed at Part 1:

All wages, allowances and other monies will be paid by Electronic Funds Transfer (**EFT**) and made available to the Employee not later than the cessation of ordinary hours of work on Thursday of each working week. Payslips are to be provided by the same time.

If the employer fails to make payment to any employee as prescribed on the designated payday where an error has occurred of $150 or greater, the employee (s) affected will be paid an additional 50% of the total value of the underpayment, unless the employer satisfactorily shows pursuant to the Grievance and Dispute Resolution Procedure, that the failure is due to some act on the part of the employee, or to circumstances not under the employers control and which could not reasonably have been foreseen and which not under the employers took reasonable steps to avoid or overcome.

(a) Examples of when penalty is NOT payable

(i) Failure is due to some act on the part of the employee:

(ii) An employee failed to claim overtime after working it.

(b) Example, circumstances not under the employer's control:

(i) The employer is able to demonstrate payment remittance was on time however the bank failed to pay the employee.

In the circumstance that the Union makes the Employer aware of the underpayment , which may consist of many or a single component (for example just one allowance or two allowances and unpaid wages) the parts of the claim which the employer doesn't rectify the underpayment within either an agreed timeframe, or in the absents of an agreed timeframe, 7 days from being made aware or notified;

The employer will pay the employee/s $100 for each and every day or part day during which default continues from the end date of the agreed timeframe or in the absents of an agreed timeframe, after the 28 days. until the matter is resolved. For clarity this payment is in addition to the 50% penalty prescribed above. For the purposes of this Policy "day" shall include Monday, Tuesday, Wednesday, Thursday Friday, Saturday and Sunday.

For clarity this clause does not apply if the underpayment is discovered after the employee(s) employment is ceased. In such circumstances the penalty set out in "Payment Of Entitlements At Termination" of this Policy is applicable.

72. APPRENTICES

Unless otherwise specified, apprentices are entitled to all applicable rates and conditions of employment prescribed by this Policy.

Training arrangements for apprentices shall be in accordance with QIRC Order (No. B585 of 2003) *Apprentices' and Trainees' Wages and Conditions (excluding certain Queensland Government entities) 2003* and QIRC Order (No. B1849 of 1997) *Supply of tools to apprentices*.

Apprentices shall be paid all wages and allowances as specified by this Policy whilst attending training, including daily fares and travel. All time spent attending training in the course of the apprenticeship shall count as time served for all purposes.

The Employer shall be responsible for meeting all costs associated with apprenticeship/ traineeship training, including any student registration, tuition fee or other course costs.

APPRENTICE WAGES

The hourly wage rates of apprentices are set out at Appendix 1 – Rates of Pay of this Policy.

ADULT APPRENTICES

The hourly wage rates of adult apprentices (21 years) are set out at Appendix 1 – Rates of Pay of this Policy.

TRADE QUALIFIED APPRENTICES

The hourly wage rates of apprentices who are trade qualified as a plumber, mechanical plumber or fire sprinkler fitter, are set out at Appendix 1 – Rates of Pay of this Policy.

NUMBER OF APPRENTICES

(a) To ensure apprentices receive appropriate on the job training by experienced tradespeople and apprentice numbers are maximised, the Employer shall maintain a ration of at least 1 apprentice to 5 tradespeople for the first 20 tradespeople employed by the company. For every 10 additional tradespeople employed thereafter, the ratio will be 1 apprentice to 10 tradespeople. (i.e the employer employs 30 trades people there will be 5 apprentices employed).

(b) The Employer and the Union shall discuss and implement agreed strategies to maximise apprentice intake for the Employer.

(c) Provided that the application of this clause is not used to displace existing Employees, there should be no more apprentices engaged than tradespeople on any site, project or job (i.e., 1:1 ratio).

PLUMBER COMPETENCIES

Plumbing apprentices who commence(d) their employment on or after 1 July 2016 will have successfully gained the following nominated training outcomes in conjunction with the 4 year term of their apprenticeship:

(a) General Induction for Construction;

(b) Plumbers and Drainers Licence;

(c) Senior First Aid;

(d) Backflow Accreditation;

(e) TMV Accreditation;

(f) Scissor Lift and over 11 metre EWP Accreditation;

(g) Manual Handling Awareness; and

(h) Confined Space.

73. SUPERANNUATION

Employer superannuation contribution payments will be made in compliance with the *Treasury Laws Amendment (Your Superannuation, Your Choice) Act 2020*. In the absence of an Employee having an existing superannuation fund or nominating a superannuation fund, the Employer will make contributions to the following default fund until such time as an Employee superannuation standard choice form is returned: BUSS(Q). Contributions will be made into a superannuation fund that offers a My Super product.

On behalf of each Employee, the Employer will contribute the following minimum weekly amount into the Employee's superannuation account:

		1 July 2023	1 July 2024	1 July 2025	1 July 2026
SUPER (Employer)		$285.00	$297.00	$310.00	$323.00
SUPER (Employee)		$72.00	$75.00	$78.00	$81.00
Total Employer Payment		$357.00	$372.00	$388.00	$404.00

* The weekly amount contained in the table above will not apply in the for projects under 50 million. Instead, superannuation contributions will be made in accordance with the superannuation guarantee.

The Employer must make weekly Employer superannuation contributions for apprentices in-line with the superannuation guarantee.

(a) from 1 July 2023 is 11% of their OTE,

(b) from 1 July 2024 is 11.50% of their OTE, and

(c) from 1 July 2025 is 12% of their OTE

Apprentices have the option to co-contribute 3% of their OTE by way of salary sacrifice.

The Employer will, on behalf of the Employee, forward the above amounts directly to each Employee's superannuation account each calendar month.

Contributions will continue to be paid on behalf of the Employee during any absence of paid leave such as annual leave, long service leave (including where this is paid for by QLeave), public holidays, sick leave (including periods of CIPQ and including periods of Workers' Compensation for the first 12 months). Contributions will not be paid when an Employee is on leave without pay.

All payments will be made based on full week payments. However, where an Employee commences work partly through a pay week, the Employee shall not be entitled for any contribution for that part week. Superannuation payments will commence from the first day of the first full pay week of

employment. A superannuation pay week shall be the same pay week as applies to the payment of wages/ remuneration. Payment on termination shall be based on a payment for a full week for any commenced week.

Should it be established that the Employer has failed to make the payments in accordance with this Policy, the Employer shall be liable to make the appropriate contributions immediately and shall also pay an additional amount equal to the fund crediting rate(s) during the period of non-compliance, but no less than 10% per annum.

SALARY SACRIFICE

In addition to the requirements of this Policy, an Employee may choose to salary sacrifice some or all wages into superannuation. The amount may be adjusted by the Employee on the first pay day on or after 1 September each year if desired.

MINIMUM CONTRIBUTIONS

Where, due to company structure, no Employees are engaged under relevant sections of this Policy, the Employer will make a contribution to the STQ Fund equivalent to the superannuation payments for 2 Employees.

74. REDUNDANCY

The Employer will utilise BERT to meet all liabilities for redundancy payments and further to ensure that an amount equal to the credit balance of the Employee's account in the BERT Fund is paid to the Employee when the Employee is entitled to that payment as described in the Trust Deed creating the BERT Fund.

Contributions will continue to be paid on behalf of the Employee during any absence of paid leave such as annual leave, long service leave (including where this is paid for by QLeave), public holidays, sick leave (including periods of CIPQ and including periods of Workers' Compensation for the first 12 months). Contributions will not be paid when an Employee is on leave without pay.

Where the Employee's balance in the BERT Fund reaches $20,000 or an amount that equals 8 weeks wages, the Employee has the option to continue to have contributions paid into BERT or redirected to the Employee's superannuation. It is the Employee's option only.

Contributions to BERT must be made at least on a monthly basis. Details of the Employer's contribution for each month, including when the contribution was made and for how much, are to be shown on the Employee's wage statement by the end of the second week of each subsequent month.

In accordance with the Trust Deed, Employees commencing or ceasing employment are entitled to contributions for the full week of employment whether they work the full week or not.

The Employer must contribute to the BERT Fund at least the following weekly amount on behalf of each Employee in accordance with the following:

(a) $120.00 per Employee effective 1 July 2023;

(b) $126.00 per Employee effective 1 July 2024;

(c) $138.00 per Employee effective 1 July 2025;

(d) $151.00 per Employee effective 1 July 2026; and

(e) $165.00 per Employee effective 1 July 2027

At the same time as contributions are made to the BERT Fund, the Employer must contribute at least the following weekly amount to the Trustee of the BEWT Fund on behalf of each Employee: in accordance with the following:

a) $17.50 per Employee effective 1 July 2023;

b) $20.00 per Employee effective 1 July 2024;

c) $23.00 per Employee effective 1 July 2025;

d) $25.00 per Employee effective 1 July 2026; and

e) $28.00 per Employee effective 1 July 2027;

APPRENTICES

The Employer must make the following weekly contributions on behalf of each apprentice:

	Apprentices	
	BERT	BEWT
1st Year	$50	$5.96
2nd Year	$55	$8.20
3rd Year	$60	$11.18
4th Year	$65	$13.41

MINIMUM CONTRIBUTIONS

Where, due to company structure, no Employees are engaged under relevant sections of this Policy, the employer shall make a contribution to the STQ Fund equivalent to the BERT contributions for 2 Employees.

75. INCOME PROTECTION AND UNUSED SICK LEAVE

The Employer will contribute the following amounts per week to CIPQ in respect of each of its Employees for, or on account of, the premium insuring income protection for each of those Employees and CIPQ's costs:

(a) from 1 March 2023 - $47.00

(b) from 1 March 2024 - $51.00

(c) from 1 March 2025 - $54.00

(d) from 1 March 2026 - (to be informed by insurer)

(e) from 1 March 2027 - (to be informed by insurer)

If CIPQ decides that a higher weekly rate per Employee must be paid or provided, the Employer must pay that higher rate as and from the date CIPQ determines.

If the Employer does not contribute to CIPQ an amount required by this Policy in respect of each and every Employee, the Employer will pay to any Employee who would be entitled to a benefit from CIPQ had payment been made:

(a) the amount/ value of such CIPQ benefit (e.g. medical expenses, claims management costs, rehabilitation expenses and payment of unused sick leave upon termination of employment); and

(b) an additional $1,600 per week for a period of three years.

Contributions will continue to be paid on behalf of the Employee during any absence of paid leave such as annual leave, long service leave (including where this is paid for by QLeave), public holidays, sick leave (including periods of CIPQ and including periods of Workers' Compensation for the first 12 months). Contributions will not be paid when an Employee is on leave without pay.

MINIMUM CONTRIBUTIONS

Where, due to company structure, no Employees are engaged under Part 3 of this Policy, the employer shall make a contribution to the STQ Fund equivalent to the CIPQ payments for 2 Employees.

76. THE SERVICES TRADES QUEENSLAND (STQ)

STQ is a partnership between the Plumbers Union Qld and the Services Trades sectors of:

(a) plumbing;

(b) air conditioning and mechanical services; and

(c) fire protection.

As represented by their respective employer associations:

(a) the Master Plumbers Association Queensland;

(b) the National Fire Industry Association Queensland; and

(c) Air Conditioning and Mechanical Contractors Association Queensland.

STQ's purpose is to advance the services trades sector through enabling innovative, needs-based, leading edge solutions to training, industry leadership development, workplace health and safety, and Employee engagement particularly by enabling future orientated skills and competencies development.

STQ's core business objectives are:

(a) increasing Services Trades sector competency and professionalism;

(b) improving worker career opportunities and satisfaction; and

(c) building the sector's workforce of the future.

The Employer agrees to support STQ by contributing the following weekly amounts for each Employee:

(a) From 1 July 2023: $36.00

(b) From 1 July 2024: $37.00

(c) From 1 July 2025: $38.00

(d) From 1 July 2026: $39.00

(e) From 1 July 2027: $40.00

Contributions will continue to be paid on behalf of an Employee during any absence of paid leave (including periods on WorkCover (for the first 12 months), CIPQ and QLeave).

Contributions shall be calculated on a weekly basis and paid monthly into the STQ Fund. Contributions for new Employees shall commence from the first day of the first full pay week of employment whether working the full week or not. Contributions for Employees on termination shall be based on a payment for any commenced week.

The minimum Employer contribution to STQ will be no less than for two Employees.

Upon signing this Policy, the Employer is liable to contribute an amount as specified in the trust deed on such dates as required.

77. BUILDING LEVY

(a) This levy is paid per week and collected by the Plumbing and Pipe Trade Industry Development Fund Pty Ltd (PPTIDF) monthly as set out in this clause.

(b) The Building Levy is to ensure facilities are acquired, built and fitted to properly carry out training (including apprenticeship and post trade) for licensing and registration of Plumbing and Pipe Trade workers and to ensure the long-term future, registration and licensing of the Trade.

(c) From 31 October 2024 the Employer agrees to support PPTIDF by contributing $15.00 per week for each Employee engaged under Part 3 of this Policy.

(d) Contributions will continue to be paid on behalf of an Employee during any absence of paid leave (including periods on WorkCover (for the first 12 months), CIPQ and QLeave).

(e) Contributions shall be calculated on a weekly basis and paid monthly into the PPTIDF Fund. Contributions for new Employees shall commence from the first day of the first full pay week of employment whether working the full week or not. Contributions for Employees on termination shall be based on a payment for any commenced week.

78. ALLOWANCES

The amounts payable for allowances are listed in the relevant sections of this Policy. .

ACID PLANTS AND CHEMICAL WORKS

An Employee engaged in plumbing work carried out on production plant in chemical works or acid plants which have been commissioned will be paid an additional amount per hour.

ALUMINIUM FOIL INSULATION

where required to work on the fixing of aluminium foil insulation roofs or walls prior to the sheeting an Employee shall be paid an additional amount per hour or part thereof. Anti-glare type foil is exempted from this payment.

ASBESTOS ERADICATION

Employees engaged in work involving the removal or any other method of neutralisation of any material which consists of or contains asbestos will be paid, in addition to the rates prescribed in this Policy, an amount per hour worked in lieu of special rates prescribed with the exception of the allowance for cold work.

ASBESTOS MATERIALS

Employees required to wear protective equipment (i.e. combination overalls and breathing equipment or similar apparatus) as part of the necessary safeguards required by the appropriate occupational health authority for the use of materials containing asbestos or to work in close proximity to Employees using such materials will be paid an amount per hour extra whilst wearing such equipment.

BITUMEN WORK

An Employee handling hot bitumen or asphalt, or dipping materials in creosote, will be paid additional amount per hour extra.

COLD WORK

(a) An Employee who works in a place where the temperature is lowered by artificial means to less than 0° Celsius will be paid an additional amount per hour.

(b) Where such work continues for more than 2 hours, the Employee will be entitled to 20 minutes rest after every 2 hours work without loss of pay, not including the special rate provided by this subclause.

COMPENSATION FOR TOOLS AND CLOTHING

(a) An Employee whose clothes, spectacles, hearing aid(s), or tools have been accidentally spoilt by acid, sulphur or other substances will be paid such amount to cover the loss thereby suffered by the Employee will be reimbursed by the Employer to the maximum amount as described in this Part and/or Appendix 2.

(b) An Employee will be reimbursed by the Employer to the maximum amount in Part 3, Division 3 for loss of tools or clothing by fire or breaking and entering whilst securely stored at the Employer's direction in a room or building on the Employer's premises, job or workshop, or if the tools are lost or stolen while being transported by the Employee at the Employer's direction, or if the tools are accidentally lost over water, or if tools are lost or stolen during an Employee's absence after leaving the job because of injury or illness.

(c) An Employee transporting their own tools will take all reasonable care to protect those tools and prevent theft or loss.

(d) Compensation will not be applied where an Employee has not followed the Employer's clear, reasonable and lawful instructions. The Employer and Employees agree to strict adherence regarding the use and provision of storage facilities.

(e) Where an Employee is absent from work because of illness or accident and has advised the Employer in accordance with Personal Leave/ Carer's Leave provisions in this Policy, the Employer will ensure that the Employee's tools are securely stored during their absence. If these tools are lost or stolen, the amount payable in this Part and/or Appendix 2 3 for compensation for tools applies.

(f) Reimbursements will be at the current replacement value of new tools of the same or comparable quality.

(g) The Employee will report any theft to the police prior to making a claim on the Employer for replacement of stolen tools.

COMPUTING QUANTITIES

(a) Employees who are regularly required to compute or estimate quantities of materials in respect to the work performed by other Employees will be paid an additional amount per day or part thereof.

(b) This allowance does not apply to Employees classified as a leading hand and receiving the leading hand allowance.

CONFINED SPACE

An Employee required to work in a confined space will be paid an allowance per hour, or part thereof, when an entry permit is required.

CUTTING TILES

An Employee engaged on cutting tiles by electric saw will be paid an additional amount per hour extra whilst so engaged.

EMPLOYEES ACCEPTING RESPONSIBILITY TO STATUTORY AUTHORITIES

(a) An Employee who is required to act on their gasfitters licence(s) issued by an appropriate state authority will be paid an additional amount per week to compensate for making practical and effective use of their licence(s).

(b) Acting on one's licence means, for example:

(i) completing work (such as installing, testing, maintaining and repairing) in relation to piping, fittings, fixtures, equipment and appliances;

(ii) signing documents such as company notices, test plans, local authority forms and/ or forms by another governing body / authority / government; and

(iii) assuming responsibility to relevant authorities.

(c) Payment of this allowance is on a weekly basis and commences when the Employee is required to act on their licence and ceases once the task/ activity has been completed and the required documentation has been submitted. Payment of this allowance is not made during weeks when an Employee is not required to act on their licence.

(d) The Employer will commence paying this allowance as soon as the Employee begins performing work which they are authorised by their licence(s) to perform.

EMPLOYEE ACTING ON WELDING CERTIFICATE

(a) An Employee who is requested by the Employer to weld pipes (whether that being by Oxygen/ Acetylene, Arc, MIG, TIG or plastic welding) will be paid an additional amount per hour for each type of welding, whether or not they have in any hour actually performed welding.

(b) No employee shall be entitled to be paid for more than 2 types of welding.

(c) This allowance shall not apply for all plumbing work with respect to the joining together of plastic, PVC and/ or polythenol materials (e.g. HDPE and MDPE).

EXPLOSIVE POWER TOOLS

An operator of explosive powered tools, as defined in this Policy, who is required to use an explosive powered tool, will be paid an additional amount for every day on which they use such a tool.

FARES AND TRAVEL ALLOWANCE

Employees required to provide their own transport and travel in their own time to or from the worksite within the defined radius of the relevant zone from the Employer's normal base establishment or workshop; or

(a) the GPO of Brisbane, for all Employers whose base establishment or workshop is within the defined radius from that GPO; or

(b) the local Post Office closest to the Employer's establishment or workshop beyond the defined radius of the GPO listed in subclause (a) of this clause; or

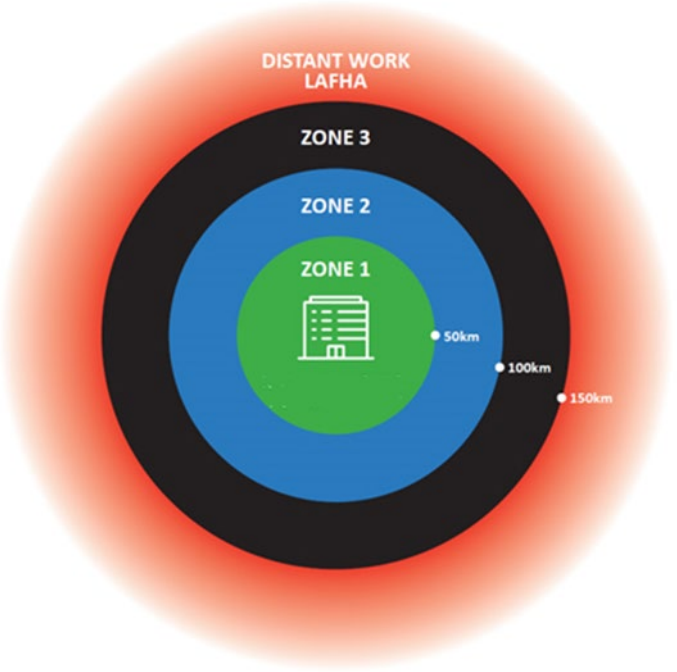
(c) in the case of Employee sent to distant work (as defined), the place at which that Employee is domiciled with the approval of their Employer, for that distant work;

shall receive the following allowances:

(a) Employees engaged on projects valued over $100 million.

Distance	1/7/2023	1/7/2023	1/7/2024	1/7/2025	1/7/2026	1/7/2027
Zone 1 Fares	$12.50 per day	$13.75 per day	$15 per day	$15.50 per day	$16 per day	$16.50 per day
Zone 1 Travel	$37.50 per day	$41.25 per day	$45 per day	$46.50 per day	$48 per day	$49.50 per day
Zone 1 Total	**$50**	**$55 per day**	**$60 per day**	**$62 per day**	**$64 per day**	**$66 per day**
Zone 2 Fares	PER THE "*TRAVEL BEYOND THE DEFINED RADIUS*" IN THIS POLICY	$18.75 per day	$20 per day	$20.50 per day	$21 per day	$21.50 per day
Zone 2 Travel		$56.25 per day	$60 per day	$61.50 per day	$63 per day	$64.50 per day
Zone 2 Total		**$75 per day**	**$80 per day**	**$82 per day**	**$84 per day**	**$86 per day**
Zone 3 Fares		$23.75 per day	$25 per day	$25.5 per day	$26 per day	$26.50 per day
Zone 3 Travel		$44.25 per day	$75 per day	$76.5 per day	$78 per day	$79.50 per day
Zone 3 Total		**$95 per day**	**$100 per day**	**$102 per day**	**$104 per day**	**$106 per day**

TRAVEL ALLOWANCE EXPLANATORY DIAGRAM



The Employer, having selected the centre, will not change that centre without one month's prior notice to each Employee.

Apprentices will receive fares and travel in at the following rates:

(a) 1st Year (75% of relevant Zone)

(b) 2nd Year (85% of relevant Zone)

(c) 3rd Year (90% of relevant Zone)

(d) 4th Year (95% of relevant Zone)

Employees will receive payment for fares and travel on RDOs as if they had worked the day.

COMMENCING AND FINISHING AT WORKSHOP

Where an Employee is normally required to report for and finish work at the workshop and is transported to and from any job by their Employer, no allowance will be paid.

EMPLOYEE PROVIDED WITH VEHICLE

(a) Where an Employee is provided with a vehicle to get to and from the Employer's normal base, the Employee will not be entitled to fares and travel allowance.

(b) Where an Employee is provided with a vehicle for their use in travelling to and from their home to the job site within the defined radius, the Employee will receive travel allowance but not fares allowance.

TRANSPORT DURING WORKING HOURS

(a) Where an Employee is required to travel to any other job site during the course of their daily engagement they will be paid all fares necessarily incurred, except when transport is provided by the Employer to and from such a site, and all time in travel will be regarded as time worked.

(b) Where an Employee uses their own car to make the transfer, the Employee will be paid an allowance in accordance with Part 3, Division 3.

TRAVEL BEYOND THE DEFINED RADIUS

(a) When working on jobs beyond the defined radius of Zone 1 before 31/6/23 and then beyond Zone 3 on or after 1/7/23, the Employee will receive, in addition to fares and travel, an allowance for travelling time calculated at the ordinary rate of pay for the time required to travel to the job site and back from the defined radius of Zone 1 before 31/6/23 and then beyond Zone 3 on or after 1/7/23. There will be a minimum payment of quarter of an hour for such a journey.

(b) In addition, where an Employee provides their own transport, they will be paid an amount per kilometre as prescribed in Part 3, Division 3 for the distance travelled beyond the defined radius.

FARES AND TRAVEL ON OVERTIME/ LEAVE ETC.

Fares and travel will not be taken into account when calculating overtime, penalty rates or annual and personal leave.

FIRST AID

An Employee who is qualified in first aid and is appointed by their Employer to carry out first aid duties in addition to their usual duties will be paid an additional rate per day.

FUMES

An Employee required to work in a place where fumes of sulphur or other acid or other offensive fumes are present will be paid an allowance per day.

HEALTH AND SAFETY REPRESENTATIVE (HSR) ALLOWANCE

An Employee who has been elected as an HSR, has received the accredited training, and attends the Site Safety Committee, is entitled to an additional rate per day in accordance with the provisions contained in Part 1 of this Policy.

HOSPITALS

(a) An Employee when engaged in repairs, demolition and/ or maintenance in any block or portion of a hospital used for the care or treatment of patients suffering from infectious or contagious diseases will be paid an additional amount per day or part thereof.

(b) An Employee working inside a morgue in which one or more dead bodies are not in refrigeration will be paid an additional amount per day or part thereof.

HOT WORK

An Employee who works in a place where the temperature has been raised by artificial means to between 46° and 54° Celsius, or exceeding 54° Celsius, shall receive an additional amount per hour extra, or part thereof. Where such work continues for more than two hours, the Employee will be entitled to 20 minutes rest after every 2 hours work without loss of pay, not including the special rate provided by this clause.

INSULATION

An Employee handling charcoal, pumice, granulated cork, silicate of cotton, insulwool, slag wool, limpet fibre, vermiculite or other recognised insulating materials of a like nature, associated with similar disabilities in its use, shall be paid an additional amount per hour or part thereof. This extra rate will also apply to an Employee working in the immediate vicinity who is affected by the use of such materials. Foam (hard and soft), mineral wool, styrene and lead impregnated acoustic insulation are not part of the allowance.

LADDER WORK

An Employee engaged on work requiring a ladder exceeding 8 metres above the nearest horizontal plane will be paid an additional amount per hour.

LASER SAFETY OFFICER ALLOWANCE

(a) This allowance applies when laser safety equipment is utilised for work within the scope of Part 3 of this Policy.

(b) “Laser” means any device, except a Class 1 device, which can be made to produce or amplify electromagnetic radiation in the wavelength range from 100 nanometres to 1 millimetre primarily by the process of controlled stimulation emission.

(c) The “Laser safety officer” is an Employee who, in addition to the Employee's ordinary work, is qualified to perform duties associated with laser safety, and is appointed as such.

(d) Where an Employee has been appointed by the Employer to carry out the duties of a Laser safety officer, the Employee will be paid an allowance per day or part thereof whilst carrying out such duties. It will be paid as a flat amount without attracting any premium or penalty.

LEAD BURNING

An Employee engaged in lead-burning or lead work in connection herewith will be paid an additional amount per hour.

LEADING HAND

A leading hand is an Employee who is given by the Employer, or the Employer's agent, the responsibility of directing and/ or supervising the work of one or more other persons and is paid an allowance in accordance with this Policy.

MEAL ALLOWANCE

See the following clauses in this Policy:

(a) *Meal Breaks*

(b) *Overtime Meal Allowances/ Breaks*

(c) *Variation Of Meal Breaks*

(d) *Working During Meal Break*

MULTISTOREY ALLOWANCE

A multistorey allowance will be paid per hour to all Employees on site engaged in construction or renovation of a building which, when complete, consists of 5 or more storey levels, to compensate for the disabilities experienced in, and which are peculiar to, construction or renovation of a multistorey building.

(a) For the purposes of the multistorey allowance:

(i) **"renovation work"** is work performed on existing multistorey buildings which involves structural alterations which extend to more than two storey levels in a building, where at least part of the work to be performed is above the fourth-floor storey level. Payments for renovation work will be in accordance with the scale of payments appropriate for the highest floor level affected by such work.

(ii) **"complete"** means the building is fully functional and all work which was part of the principal contract is complete.

(iii) A **"storey level"** means structurally completed floor, walls, pillars or columns, and ceiling (not being false ceilings) of a building, and will include basement levels and mezzanine or similar levels (but excluding 'half floors' such as toilet blocks or store rooms located between floors). Any buildings or structures which do not have regular storey levels, but which are not classed as towers (e.g. grandstands, aircraft hangars, large stores, etc.) and which exceed fifteen metres in height, may be covered by this allowance. A plant room situated on the top of a building will constitute a further storey level if the plant room occupies 25% of the total roof area, or an area of 100m2, whichever is the lesser.

(iv) **"floor level"** means that stage of construction which in the completed building would constitute the walking surface of the particular floor level referred to in the table of payments.

(b) An allowance in accordance with Appendix 2 will be paid. The second and subsequent allowance levels/ scales will commence when one of the following components of the building rises above the floor level first designated in each such allowance scale: structural steel; reinforcing steel; and boxing or walls.

(c) The allowance payable at the highest point of the building will continue until completion of the building.

MT ISA AREA

Employees employed at Mt Isa, Queensland, except those employed at Mt Isa Mines, will be paid an additional amount.

SCAFFOLDER'S LICENSE OR CERTIFICATE

An Employee who holds a current Scaffolder's License or Certificate and is appointed responsible by the Employer for the erection of scaffolding on site, will be paid an additional amount per week extra.

SERVICE CORES

(a) All Employees employed on a service core at more than 15 metres above the highest point of the main structure will be paid the multistorey rate appropriate for the main structure plus the Towers allowance, calculated from the highest point reached by the main structure to the highest point reached by the service core in any one pay period. For this purpose, the highest point of the main structure is regarded as though it were the ground in calculating the appropriate Towers allowance.

(b) Employees employed on a service core no higher than 15 metres above the main structure will be paid in accordance with the multi-storey allowance prescribed, provided that any section of a service core exceeding 15 metres above the highest point of the main structure will be disregarded for the purpose of calculating the multi-storey allowance applicable to the main structure.

SERVICE WORK

An Employee will be paid an amount per day whilst engaged in service work (as defined) to compensate for the particular disabilities involved in such work.

SITE ALLOWANCE

A Site Allowance as detailed below will be paid as a flat amount for each hour worked and will remain unaltered for the duration of each project. At the commencement of a project by the Employer, the Employer will inform the relevant Employees of the value of the project that was notified to QLeave.

Project Value	Site Allowance (Per Hour)
$100M - $200M	$3.50
$200M - $300M	$4.50

$300M - $400M	$5.00
$400M - $500M	$5.50
$500M - $600M	$6.00
$600M - $700M	$7.00
$700M - $800M	$8.00
$800M - $900M	$9.00
$900M - $1B	$10.00
$1B +	$11.00

TOOLS ALLOWANCE

The hourly rates for tradespersons specified in Part 3, Division 2 include allowances for the requirement of Employees to purchase and maintain tools in an efficient working order in accordance with the list provided in Part 3, Division 4.

TOWERS

An Employee working on a chimney stack, spire, tower, radio or television mast or tower, air shaft (other than above ground in a multi-storey building), cooling tower, water tower or silo, where the construction exceeds 15 metres in height, will be paid an additional amount per hour for all work above 15 metres - with the same amount per hour again added for work above each further 15 metres.

TOXIC SUBSTANCES

(a) Employees using toxic substances, or materials of a like nature, will be paid an allowance per hour. Employees working in close proximity to Employees so engaged will be paid an additional amount per hour extra.

(b) For the purpose of this allowance, toxic substances will include epoxy-based materials and all materials which include or require the addition of a catalyst hardener and reactive additives or two pack catalyst systems will be deemed to be materials of a like nature.

(c) Where an Employee is using materials of the types mentioned in this allowance and such work continues to their meal break, they will be entitled to take a washing time of 10 minutes immediately prior to their meal breaks. Where this work continues to the ceasing time of the day, or is finished at any time prior to the ceasing time of the day, Employees are entitled to take a washing time of 10 minutes.

(d) Washing time break(s) will be counted as time worked.

WELDING QUALIFICATION

An Employee who is requested by their Employer to hold the relevant qualifications required by the various State Government bodies or other relevant Authorities for pressure oxy-acetylene or electric welding, either manual or machine welding, and is required by their Employer to act on such qualifications, shall be paid an additional amount per hour for oxy-acetylene welding and for electric welding for every hour of their employment whether or not they have in any hour performed work relevant to those qualifications held.

X-RAY ALLOWANCE

Employees working in tuberculosis treatment and/ or care facilities will, where they require it, be reimbursed in full for the cost of x-rays either on cessation of work at the tuberculosis home or hospital, or each 6 months whichever occurs first.

PUBLIC AND PRODUCT LIABILITY INSURANCE

The Employer will maintain Public and Product Liability insurance that adequately covers all Employees for all aspects of their work, including work carried out for the Employer under the individual's licence. Where the Employer does not maintain adequate insurance, and a claim is made against an Employee, the Employer will indemnify the individual concerned.

TRAINING AND RELATED MATTERS

(a) This clause applies to training other than apprenticeship training or an equivalent contract for training and is intended to supplement the provisions contained in this Policy.

(b) All parties covered by relevant sections of this Policy acknowledge the changing pace of technology in the industry and the need for the Employer and Employees to understand those changes and have the necessary skill requirements to keep the Employer at the forefront of the industry.

(c) Where it is agreed by the employer that additional training should be taken by an Employee, that training may be undertaken either on or off the job. Where courses are available during normal working hours, the Employee has first option of attending training at these times without loss of pay. If practicable, training will be provided on site to minimise down time and costs to the Employer.

(d) Where the Employer requires the Employee to attend training and the training can only be provided out of hours, the Employee will be paid at ordinary rates for all time required to complete the training. The Employer must consider the Employee's individual circumstances before making training outside hours mandatory.

(e) All reasonable cost associated with training, including meals, accommodation and course fees, will be paid by the Employer.

DISTANT WORK

Distant work is work that is at such a distance from the Employee's usual place of residence that they are unable to reasonably travel to and from their residence each day. For the purpose of this Policy, and before accepting distant work, the Employee shall declare their usual place of residence.

DAILY FARES AND TRAVEL

Employees engaged in distant work shall receive the fares and travel allowance in accordance with *Fares And Travel Allowance* clauses of this policy.

MEALS AND ACCOMMODATION

(a) The Employer shall provide the Employee with:

(i) lodging in a well-kept establishment, in either a single room or a twin room if a single room is not available, with adequate furnishing with good bedding, good floor coverings, good lighting and heating, hot and cold running water; and

(ii) with breakfast, lunch, smoko and dinner provided.

(b) Where the accommodation is in a construction camp or temporary accommodation and without mess facilities, a camping allowance as described in Part 3, Division 3 shall be paid.

(c) If the Employer is unable to provide the above, then the Employee will be paid a daily or weekly expense allowance in accordance with Part 3, Division 3. The allowance in Part 3, Division 3 will be increased if the Employee satisfies the Employer that the Employee reasonably incurred a greater outlay than that prescribed.

REST AND RECREATION BREAKS

(a) Where road travel time is over 6 hours from the Employee's place of residence:

(i) The Employer and Employee will agree on a schedule of work which will include a return to the Employee's usual placed of residence at least every 4 weeks. This Agreement must be made as part of the Employer's initial offer of Distant Work to the Employee.

(ii) The Employer must arrange and pay for transporting the Employee by economy class air transport to and from the airport nearest to the Employee's usual place of residence.

(iii) The duration of the Employee's rest and recreation break will be negotiated between the Employer and the Employee as part of the Employer's initial offer of Distant Work to the Employee or as varied by mutual agreement.

(iv) The final day of the work roster will be allocated as the Employee's travel day and the Employee will be paid for that day as if at work. The Employee will return to the Distant Work location in their own time to enable them to commence the first day of their roster at the normal start time.

(b) Where road travel is time less than 6 hours from the Employee's place of residence, the Employee shall be paid the weekend return home allowance as prescribed in Part 3, Division 3 where the following conditions are met: the Employee –

(i) works as required during the ordinary hours of work (or shift, where applicable) on the working day before and working day after a weekend; and

(ii) notifies the Employer, no later than the Tuesday prior to that weekend they intend to return home, of their intention to return home at the weekend; and

(iii) returns home for the weekend.

(c) Employees shall be paid the weekend return home allowance, as prescribed in Part 3, Division 3, where the following conditions are met: the Employee –

(i) completes the full shift of work on the Friday before the weekend return home;

(ii) commences the full shift of work on the Monday following the weekend return home;

(iii) advises the Employer of their intention to return home for the weekend at least the Tuesday prior to the weekend; and

(iv) returns to their usual place of residence on the weekend.

(d) In respect of subclauses (b) and (c), the Employer is responsible for meeting all reasonable costs associated with return transport.

TRAVEL ON COMMENCEMENT AND CESSATION

(a) Where road travel time is over 6 hours from the Employee's place of residence:

(i) The Employer must transport Employees by economy air transport from the Employee's usual place of residence to the project at the commencement of employment and return at the conclusion of the project.

(ii) Employees will be paid up to 8 hours per day for each day of travel to commence or cease at the distant work location.

(iii) The Employer shall pay a meal allowance in accordance with Part 3, Division 3 and pay any excess baggage costs incurred in transporting Employee tools.

(iv) Where an Employee has been terminated the notice period will extend to the end of the ordinary working day before transport is available.

(b) Where road travel time is less than 6 hours from the Employee's place of residence:

(i) Employees will be paid up to 6 hours per day for each day of travel to commence or cease at the distant work location.

(ii) The Employer shall pay a meal allowance in accordance with Part 3, Division 3 and all reasonable costs associated with transport.

RECOVERY OF FORWARD JOURNEY FARE

Where the Employee terminates their employment within two weeks of commencing at the distant location for the purpose of taking up alternative employment in the same location, the Employer may deduct the cost of the forward journey fare from the Employee's final pay.

RETURN JOURNEY COSTS UPON TERMINATION

If the Employee is dismissed for misconduct or the Employee discontinues their employment within 2 months of commencing their job at the distant location, for the purpose of taking up alternative employment in the same location, the Employer is not required to meet the return journey payments.

79. HOURS OF WORK, OVERTIME, RDOS AND RELATED MATTERS

ORDINARY HOURS

Ordinary hours will be worked in accordance with the provisions contained in Part 1 of this Policy.

MAXIMUM WEEKLY HOURS WORKED

The maximum number of hours worked on site will be in accordance with the provisions contained in Part 1 of this Policy.

ROSTERED DAYS OFF (RDO)

Employees will be entitled to Rostered Days Off in accordance with the provisions contained in Part 1 of this Policy.

OVERTIME

Overtime will be worked and paid in accordance with the provisions contained in Part 1 of this Policy.

BREAKS BETWEEN WORKING DAYS

(a) An Employee is entitled to a break of least 10 consecutive hours off duty between completion of overtime, weekend work or work on public holidays, and recommencement of their next ordinary working day. For example, an Employee who finishes overtime at midnight will not be required to recommence work until 10:00 am the following day but shall be paid from their normal start time as if they were at work.

(b) Where the Employer requires the Employee to recommence work before they have had 10 consecutive hours off duty, the Employee will be paid at double time rates until they cease work. The Employee will then be entitled to be absent until they have had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

(c) The parties agree the 10 hour break is important for the purposes of fatigue management. Accordingly, for the purposes of calculating when the 10 hour break

commences, the completion of overtime shall include the travel time the employee takes to return to their normal place of residence or accommodation.

CALL-BACK

(a) An Employee recalled to work overtime after leaving the Employer's business premises (whether notified before or after leaving the premises) will be paid for a minimum of three hours work at the appropriate rates for each time they are so recalled.

(b) Except in the case of unforeseen circumstances arising, the Employee will not be required to work the full three hours if the job or jobs they were recalled to perform is completed within a shorter period.

SERVICE WORK

(a) A fire sprinkler fitter Employee required to perform service work outside normal working hours for breakdown, accident, or other emergency work, must be paid at the rate of double time. Specific work tasks that are programmed/ scheduled in advance to be performed outside of an Employee's ordinary working hours and which are not for breakdown, accident, or other emergency work, are not necessarily call-outs.

(b) The calculation of the period of duty will include only the time reasonably occupied in travel or work between the time of the Employee's departure from their normal place of residence and the time of their return thereto, provided that:

(c) each call-out is treated as standalone; and

(d) for each call-out, the Employee must be paid for at least a period of three hours at the rate of double time, irrespective of whether the Employee performed three hours of work on that call-out or not.

(e) This Policy is subject to the proviso that no existing Employee will suffer a reduction of their existing rate of payment for service work performed outside normal working hours for breakdown, accident or other emergency work.

ON CALL

(a) Where a fire sprinkler fitter Employee is required to be on call outside the ordinary hours of work, they must be readily contactable by telephone at all relevant times during such stand-by, and will be entitled to:

(b) Employees on a permanent stand-by on call roster: an additional minimum payment per week of 7 days, as prescribed in this Part and/or Appendix 2 provided that no existing Employee will suffer a reduction of their existing On Call allowance rate.

(c) Employees, other than those on a permanent stand-by on call roster:

(i) for each Monday to Friday on call – an additional 0.7% of (36 hours x the Employee's ordinary rate of pay prescribed in Appendix 1) per night; and

(ii) for each Saturday, Sunday, or public holiday on call – an additional 5% of (36 hours x the Employee's ordinary rate of pay prescribed in Appendix 1) per day.

Example: An Employee who earns $53.30 per hour (in accordance with Appendix 1) would be entitled to a payment of $13.43 under subclause C (i), and $95.94 under subclause C (ii).

(d) An Employee's telephone rental must be paid for by the Employer.

CALL-BACK AND REST PERIOD

Overtime worked in the circumstances specified in this clause will not be regarded as overtime for the purposes of the Overtime provisions prescribed in this Policy where the actual time worked is less than four hours on such recall or on each such recalls.

USE OF EMPLOYEE'S VEHICLE

When an Employee's vehicle is used for call out(s) at the request of the Employer, payment of an allowance will be made in accordance with this Policy.

SHIFT WORK

Shift Work will be worked and paid in accordance with the provisions contained in this Policy.

MEAL BREAKS

There must be allowed, without deduction of pay, a minimum rest break of 20 minutes between 9am and 11 am in lieu of a afternoon rest pause.

(a) No Employee will work more than 4 hours without a break.

(b) There will be an unpaid meal break of not less than 30 minutes to be taken between noon and 1:00 pm.

OVERTIME MEAL ALLOWANCES/ BREAKS

(a) An Employee required to work overtime for at least 1.5 hours after working ordinary hours will be paid a meal allowance in accordance with Part 3, Division 3 plus an additional meal allowance for each subsequent 4 hours worked. The Employer may provide a meal(s) instead of paying an allowance.

(b) When an Employee is rostered to work 2 or more hours overtime the Employee is entitled to a paid rest break of 20 minutes immediately after ordinary hours ceasing time. Where this break is not taken, the 20 minutes will be added to the total overtime worked and paid accordingly.

(c) In addition, the Employee is entitled to paid rest break of 30 minutes after each 4-hour block of continuous overtime.

VARIATION OF MEAL BREAKS

(a) Where a majority of on-site Employees on a project request (because of the area or location of a project), and agreement is reached, the period of the meal break may be lengthened to not more than 45 minutes with a consequential adjustment to the daily time of cessation of work.

(b) The Employees and Employer may agree to one 30-minute paid break in lieu of all other rest breaks and meal breaks, provided that no Employee will work more than 4 hours without a break.

WORKING DURING MEAL BREAK

If the Employer requires an Employee to work through their normal meal break, the Employee will be paid at the rate of double-time until they are allowed to take that break. Where the meal break is shortened by agreement, the Employer will pay for the period by which the meal break is shortened, which will then form part of ordinary time hours. This provision will not apply where the Employees and Employer have agreed to one 30 minute paid break in lieu of all other rest and meal breaks.

80. LEAVE ENTITLEMENTS

PUBLIC HOLIDAYS

(a) Employees are entitled to public holidays in accordance with the provisions contained in Part 1 of this Policy.

(b) Where the Employer and a majority of Employees agree, another day maybe taken in lieu of a public holiday.

(c) An Employee who works on any of the public holidays or substitute days prescribed in this clause, will be paid at the rate of double time and a half for all time worked, with a minimum four hours work or paid for four hours at the appropriate rate.

ANNUAL LEAVE

For each year of service, an Employee is entitled to 4 weeks of paid annual leave in accordance with the NES and Annual leave continues to accrue when an Employee is on any paid absence including WorkCover, CIPQ and QLeave.

ANNUAL CLOSE DOWN AND CHRISTMAS BREAKS

The Employer may direct a compulsory Christmas/ New Year close-down. In such circumstances, Employees will use their accrued annual leave or take annual leave in advance in accordance with the following clauses:

(a) *Annual Leave,*

(b) *Payment For Annual Leave*

(c) *Taking Of Annual Leave*

(d) *Annual Leave In Advance*

ANNUAL LEAVE IN ADVANCE

The Employer may allow an Employee to take any amount of annual leave before it becomes due. In such circumstances, an Employee cannot take further leave in advance of their accrued balance until after the date the Employee becomes entitled to the leave that was taken in advance.

PAYMENT FOR ANNUAL LEAVE

(a) An Employee, before going on annual leave, will be paid in advance their current weekly wage, which is based on their hourly wage rate (including the leading hand allowance, where the Employee ordinarily receives this) in addition to a leave loading of 17.5%.

(b) Employees will also be paid an amount equivalent to 17.5% of the fares and travel entitlement that would have accrued to the Employee for the period of annual leave, had the Employee remained at work for that period.

PAYOUT OF ANNUAL LEAVE

(a) Annual leave maybe paid out at the request of the Employee only. Only leave accrued in excess of 6 weeks may be paid out. In accordance with section 93 of the Act, for annual leave to be paid out each instance will require a separate agreement in writing between the Employer and Employee. The Employee will be paid at least the full amount that would have been payable to them had they taken the leave. Any leave paid out will be paid out in accordance with *"Payment For Annual Leave"* clause in this Policy.

(b) Employees shall be paid an amount equal to the weekly payment to superannuation, BERT, BEWT and CIPQ for each week of annual leave paid out.

TAKING OF ANNUAL LEAVE

(a) The Employer and the Employee will seek to reach agreement on the taking of annual leave at a mutually convenient time. If not taken within 12 months of the day accrued, either the Employer or Employee may give at least 4 weeks' notice of the dates when all, or part of, the accrued leave will be taken. A request to take paid annual leave must not be unreasonably refused by the Employer or Employee.

(b) Where an RDO falls during the period of annual leave taken, that day will be deducted from accrued RDO entitlements rather than from annual leave entitlements. All other entitlements which would be payable for an RDO are payable in these circumstances.

(c) For each day taken of annual leave, 0.8 of an hour will be added to the Employee's RDO balance. For example, if an Employee is to take 1 week (5 days) of annual leave they will be paid in accordance with the above and their RDO balance will be increased by 4 hours.

(d) Where a public holiday falls during the period of annual leave taken, that day will not be deducted from annual leave entitlements.

PERSONAL LEAVE/ CARER'S LEAVE

(a) Permanent Employees are entitled to personal/ careers leave in accordance with the provisions contained in Part 1 of this Policy.

(b) In addition to the provisions contained in in Part 1 of this Policy the following provisions will apply to employees in Part 3 of this Policy.

(i) An Employee who is reengaged by the Employer within a period of 6 months will have their unclaimed personal leave balance reinstated from the day of re-engagement. If the unused sick leave was notified to CIPQ and added to the Employee's sick leave bank, it shall be removed once it has been re-credited to the Employee.

(ii) For each day taken of personal leave the Employee will be paid 7.2 hours and 0.8 of an hour will be added to the Employee's RDO balance.

COMPASSIONATE LEAVE

Employees are entitled to compassionate leave in accordance with the provisions contained in Part 1 of this Policy.

PARENTAL LEAVE

Employees are entitled to parental leave in accordance with the provisions contained in Part 1 of this Policy.

LONG SERVICE LEAVE

Employees are entitled to long service leave in accordance with the provisions contained in Part 1 of this Policy.

UNPAID LEAVE

Employees may request unpaid leave in accordance with the provisions contained in Part 1 of this Policy.

JURY SERVICE LEAVE

An Employee required to attend for jury service will be entitled to have their pay made up by the Employer to equal the Employee's ordinary pay as for 8 hours (in accordance the Rostered Days Off clause in this Policy) per day plus fares whilst meeting this requirement. The Employee will give the Employer proof of such attendance and the amount received in respect of such jury service.

COMMUNITY SERVICE LEAVE

Employees are entitled to Community Service Leave in accordance with the provisions contained in Part 1 of this Policy.

DOMESTIC & FAMILY VIOLENCE LEAVE

Employees are entitled to Family and Domestic Violence Leave in accordance with the provisions contained in Part 1 of this Policy.

81. OCCUPATIONAL HEALTH AND SAFETY MATTERS

PROCEDURE FOR DEALING WITH SAFETY ISSUES OR INCIDENTS

Safety issues or incidents will be delt with in accordance with the provisions contained in Part 1 of this Policy.

PROTECTIVE CLOTHING, FOOTWEAR AND EYE WEAR

Protective clothing, footwear and eye ware will be supplied to all Employees in accordance with the provisions contained in Part 1 of this Policy.

INCLEMENT WEATHER

Inclement weather provisions will be in accordance with the provisions contained in Part 1 of this Policy.

DECLARED NATURAL DISASTERS

(a) Employees can utilise their inclement weather hours where they are reasonably prevented from attending work as resolved by the Employer due to a government declared natural disaster zone. In considering the Employee's entitlement to payment, the Employer will give reasonable consideration to the capacity of the Employee to notify the Employer of their situation.

(b) Where no inclement weather hours are available, the Employee may access their entitlements under the Act.

HOT WEATHER GUIDELINES

Working in Hot Weather Guidelines will be in accordance with the provisions contained in Part 1 of this Policy.

DIVISION 1 - CLASSIFICATIONS

At the time of engagement of each Employee, the Employer must inform the person in writing the terms of their engagement (permanent, part-time or casual), the name of their Employer, the job to be performed, the classification level, and the relevant rate of pay.

The Employer may direct an Employee to carry out such duties as are reasonably within the limits of the Employee's skill/competence and training consistent with the Employee's classification provided that such duties are not designed to promote deskilling.

Apprentices and sheet metal workers with AQF level 3 qualifications will be engaged as weekly hire employees.

KEY CONCEPTS AND TERMS

CSQ means Construction Skills Queensland. CSQ will be the recognised authority (for the purpose of this DIVISION) to endorse competency standards and skill sets required for the major commercial plumbing industry sector in Queensland.

Fabrication includes:

(a) the fabrication of pipes for chilled water and condenser water in workshop establishments;

(b) the application of tradesperson's skills to cut, join or make up pipes into plumbing articles or pipe work in a plumbers' workshop or on a site where normally performed by a plumbing or mechanical tradesperson.

Fields of work means a defined group of related skills and work functions exhibiting common features and aimed at providing more efficient and productive work organisation, as well as more satisfying and well-paid jobs. In respect of this Part 3, Division 1, the fields of work are sanitary plumbing/water supply/drainage, gas fitting, roofing and cladding, mechanical services (including air conditioning), lagging, pool plumbing, beer and spirits plumbing, water storage tank plumbing, and irrigation. A stream shall be taken to include any work that is complementary, ancillary or enabling in its nature relative to the trade activity. The principal purpose of fields of work is to facilitate the development of training modules.

First Class Sprinkler Fitter means a fitter who holds a Restricted water Plumbers - fire protection (commercial and industrial) license with the Plumbing Industry Council or any subsequent licensing authority and who can undertake all work in connection with preparing, erecting, fitting, fixing, commissioning, altering, overhauling, repairing or testing of apparatus, pipes and/or fittings including the fixing and connecting of tanks, valves, water supplies, pumps, gauges, or alarms for systems for the detection, extinguishment and/or control of fires and/or all pipes and/or fittings for conveyance of water, air and/or gas and/or chemical compounds and/or pipes and fittings for hydrant and hose reel services.

Gas Work Licence means an individual licensed under the provisions of the *Petroleum and Gas (Production and Safety) Act 2004.*

General supervision means working under general supervision means a person who:

- receives general instructions, usually covering only the broader technical aspects of the work; and
- may be subject to progress checks but such checks are usually confined to ensuring that, in broad terms, satisfactory progress is being made; and
- has their assignments reviewed on completion; and
- although competent and well experienced, there may be occasions on which the person will receive more detailed instructions.

Interim Gas Work Licence will mean an individual issued an interim license under the provisions of the *Petroleum and Gas (Production and Safety) Act 2004*.

Lagging means an employee who carries out work or is employed or usually employed in executing pipe and or duct lagging or domestic engineering work, whether prefabricated or not, or who executes any work in or in connection with:

- Sheet lead, galvanised iron or other classes of sheet metal or any other materials which supersede the materials usually fixed by plumbers including but not limited to:
- External Installation;
- Internal insulation;
- Chilled water insulation;
- Acoustic Insulation.

Licensed Drainer means a person licensed as a drainer by the appropriate State Authority, or a person holding a certificate covering draining work which is recognised under the provisions of the Australian and New Zealand Reciprocity Association Agreement who within three months makes application for and receives registration from the appropriate State Authority.

Limited supervision means working under limited supervision means a person who:

- receives limited instructions normally confined to a clear statement of objectives; and
- has their work usually measured in terms of the achievement of stated objectives; and
- is fully competent and very experienced in a technical sense and requires little guidance in the performance of their work.

Module means a module of training that equates to 40 nominal training hours.

New entrant means an employee, other than an apprentice, who has never previously worked within the scope of a building construction industry award or an Industrial Instrument covering building construction industry work. If there is doubt as to the status of an employee in this regard, the following documentation may be regarded as prima facie evidence that an employee is not a new entrant:

- documentary evidence concerning registration with any of the portable industry long service leave schemes;
- documentary evidence concerning contributions into an approved industry superannuation fund (e.g. CBUS, BUSSQ);

The new entrant classification does not apply to persons who were employed in the building and construction industry prior to the introduction of this Policy. Such employees are subject to the translation arrangements set out in this Policy.

The purpose of introducing the new entrant Level is not to displace existing employees, but to facilitate the introduction of a career path. Accordingly, an employer will not purposely turn over employees within the new entrant classification as an alternative to engaging employees on an ongoing basis.

Nothing contained in this Policy will prevent a party from submitting a dispute about the status of an employee for determination under the dispute settlement procedure.

Prefabrication includes:

- the fabrication of pipes for chilled water and condenser water in workshop establishments;
- the application of tradesperson's skills to cut, join or make up pipes into plumbing articles or pipe work in a plumbers' workshop or on a site where normally performed by a plumbing or mechanical tradesperson.

Registered Plumber and/or Gasfitter means a plumber holding registration in accordance with the appropriate Queensland Authority.

Skills package means a bundle of skills or competencies within or across fields of work identified as related and complementary and approved as such by CSQ.

Streams or Skill streams means a broad grouping of skills that relate to a particular phase or aspect of production. A stream may be comprised of a number of fields of work.

Trade Assistant means a person who performs work of an unskilled nature as defined by s.121(1)(a) of the *Plumbing and Drainage Act 2002* (Qld) as amended and/ or replaced from time to time.

Trade certificate *(Plumbing and Mechanical Services Classifications)* means a trade certificate level 3 or its equivalent relevant to the Plumbing and Mechanical Services Industry, including those of Plumber or Mechanical Plumber or a Trade Certificate Level 3 in Engineering – Fabrication.

A person who has a trade certificate level 3 or its equivalent which is relevant to the Plumbing and Mechanical Services Industry will be deemed to have a trade certificate for the purpose of the definition of Plumbing and Mechanical Services Tradesperson Level 2.

Where it appears in the classification definitions at 105% and above the phrase or equivalent means:

(a) any training which a registered provider (e.g. TAFE) or a State Training Authority has recognised as equivalent to accredited training which is recognised for these levels. This can include advanced standing through recognition of prior learning and/or overseas qualifications; or

(b) where competencies meet the requirements of the national competency standards for these levels.

Trade certificate *(Sprinkler Fitting Classifications)* means a trade certificate or its equivalent relevant to the Fire Protection Industry. A person who has a trade certificate or its equivalent which is relevant to the Sprinkler Fitting Industry will be deemed to have a trade certificate for the purpose of the definition of Sprinkler Fitting Tradesperson Level 1. Whether a trade certificate or its equivalent is relevant will be determined by the appropriate regulatory body.

Where it appears in the classification definitions at 105% and above the phrase or equivalent means:

(a) any training which a registered provider (e.g. TAFE) or a State Training Authority has recognised as equivalent to accredited training which is recognised for these levels.

This can include advanced standing through recognition of prior learning and/or overseas qualifications; or

(b) where competencies meet the requirements of the national competency standards for these levels.

Plumbing means plumbing, gas fitting, roof plumbing, lead burning, ship plumbing, heating, air-conditioning or ventilation plumbing, installation of metal cladding, fire sprinkler fitting, mechanical plumbing, water storage tank plumbing, irrigation installation, lagging, irrigation plumbing, pool plumbing, pipe-fitting or domestic engineering work, whether prefabricated or not, engaged on-site or in construction work or any work in or in connection with:

(a) sheet lead, galvanized iron or other classes of sheet metal or any other materials which supersede the materials usually fixed by plumbers;

(b) lead, wrought, cast or sheet iron, copper, brass or other classes of pipe work;

(c) water (hot or cold), steam, gas, air, beer, spirits, vacuum, heating or ventilating appliances, fittings, services or installations; or

(d) house, ship, sanitary, chemical or general plumbing or drainage and irrigation.

Services stream includes all fields of work principally concerned with the installation, commissioning and maintenance of services, whether performed in relation to buildings, structures or engineering projects and irrespective of when that work is undertaken in the construction process.

- **Services Stream (Plumbing and Mechanical Services)** means the skills and tasks at all appropriate levels in the classification structure which are included in the fields of work relevant to this DIVISION.
- **Services stream (Sprinkler Fitting)** means the skills and tasks at all appropriate levels in the classification structure which are included in the fields of work relevant to this DIVISION.

Engagement and Classification

The Employer will instruct each employee upon engagement the classification level they are employed at in accordance with the below table.

Employees shall be paid the rates of pay described in Part 3, Division 2 in accordance with the level to which they are classified.

In determining the appropriate classification/reclassification of a position or job to be filled by an employee, an employer will give full regard to:

(a) whether the employee has proven competencies to the classification sought within an approved skills package;

(b) whether the employee is or is likely to utilise 50% or more of the competencies mentioned above during his/her employment with the employer over a reasonable period of time;

(c) whether the employee possess the skills required for the employee's base level of pay;

(d) the experience and/or qualifications of the employee in relevant indicative tasks nominated in the classification definitions contained in the Division; and/or

If a dispute arises as to the proper classification of a position or job to be filled by an employee the matter will be determined in accordance with the dispute settlement procedure of this Policy provided that the parties may seek to have the process informed by persons with technical/educational expertise to assist in the process of resolving the dispute and any other persons the parties believe would assist in the resolution of the dispute.

Classification Structure

Classification	Relativity to Tradesperson (%)
Plumbing & Mechanical Services Classifications	
Plumbing and Mechanical Services Sheet Metal Worker Level 1(a) (new entrant) (under the age of 21)	55
Plumbing and Mechanical Services Sheet Metal Worker Level 1(b) (new entrant) (over the age of 21)	75
Plumbing and Mechanical Services Worker Level 2(a) (new entrant) (upon commencement in the industry)	85
Plumbing and Mechanical Services Worker Level 2(b) (after 3 months in the industry or, for those translating from level 1, after 3 months at level 2(a))	88
Plumbing and Mechanical Services Worker Level 2(c) (after 12 months in the industry or, for those translating from level 1, after 12 months at level 2(b))	90
Plumbing and Mechanical Services Worker Level 2(d) (upon fulfilling the substantive requirements of this classification)	92.4
Plumbing and Mechanical Services Worker Level 3	100
Plumbing and Mechanical Services Tradesperson Level 1	100
Plumbing and Mechanical Services Tradesperson Level 2	105
Plumbing and Mechanical Tradesperson – Special Class Level 1	110
Plumbing and Mechanical Tradesperson – Special Class Level 2	115
Advanced Plumbing and Mechanical Services Tradesperson Level 1	120
Advanced Plumbing and Mechanical Services Tradesperson Level 2	125
Sprinkler Fitting Classifications	
Sprinkler Fitter Assistant	86.29
Sprinkler Fitting Tradesperson Level 2	105.2
Sprinkler Fitting Tradesperson – special class level 1	110

Classification	Relativity to Tradesperson (%)
Sprinkler Fitting Tradesperson – special class level 2	115
Advanced Sprinkler Fitting Tradesperson Level 1	120
Advanced Sprinkler Fitting Tradesperson Level 2	125
Roofing Classifications	
Roof Plumber (possessing relevant Certificate III trade qualification)	105.2
Roof Plumber (fully competent to trade level)	100
Roof Plumber (trade assistant)	80
Lagging Classifications	
New Entrant/ Assistant	65
Lagger Class B	85
Lagger Class C	90
Lagger Class D	95
Tradesperson, Lagger, Sheet Metal Worker	100
Apprentices	
Are Paid in Accordance with the provisions of Part 3 of this Document	

Classification Definitions

For clarity, supervisors of employees engaged under the below classifications will be engaged in accordance with CW8 as described in this Policy.

Plumbing and Mechanical Services

Plumbing and mechanical services assistant/ Plumbing and mechanical services sheet metal worker

This classification incorporates, among other things, the following former classifications:

- Plumbing and mechanical services sheet metal worker level 1(a) new entrant under the age of 21 (after 12 months employees not offered an apprenticeship will be moved to Plumbing and Mechanical Services Worker level 1(b));
- Plumbing and mechanical services sheet metal worker level 1(b) (new entrant) over the age of 21;
- Plumbing and mechanical services worker level 2(a) (new entrant) - upon commencement in the industry;
- Plumbing and mechanical services worker level 2(b) - after three months in the industry (after three months in the industry or, for those translating from level 1, 3 months at level 2(a));

- Plumbing and mechanical services worker level 2(c) - after twelve months in the industry (after twelve months in the industry or, for those translating from level 1, following 12 months at level 2(b));
- Plumbing and mechanical services worker level 2(d) - upon fulfilling the substantive requirements of plumbing and mechanical services worker level 2(d).

This classification further incorporates where work is performed by a Trades Assistant "of an unskilled nature" as defined by the *Plumbing and Drainage Act 2002*, as amended and/ or replaced from time to time. Subject to any determination of the Plumbers and Drainers Board the parties to this Policy define work of an unskilled nature to mean:

(a) Organising of tools;

(b) Painting of pipe;

(c) Carry pipe around the work site;

(d) Lay pipe out;

(e) Assist in measuring up;

(f) Concreting around pipes;

(g) Install penetration seals;

(h) Assist in fire rating;

(i) Clean up;

(j) Carry out other labouring tasks e.g. dig holes, loading and unloading material and equipment; and

(k) Pick up and deliver material and equipment to site.

Plumbing and Mechanical Services Worker Level 2(d) (92.4%)

A Plumbing and Mechanical Services Worker Level 2(d) is an employee who has fulfilled the substantive requirements of a Plumbing and Mechanical Services Worker Level 2(d) as detailed below. An employee at this level will have:

- For Plumbing and Mechanical Services workers - successfully completed a Services Stream Certificate (Plumbing and Mechanical Services) Level 1 consisting of 16 appropriate modules of structured training agreed to between the parties to this Policy; or
- obtained equivalent skills gained through work experience subject to competency testing to the prescribed standard covering the same content as the above modules of training.

An employee at this level performs work above and beyond the skills of an employee at Plumbing and Mechanical Services Worker Level 2(c) and to the level of her/his training:

- Assists in the co-ordination of work in a team environment or works individually under general supervision.

- Is responsible for ensuring the quality of their own work.
- Exercises discretion within their level of skill and training.
- Has an understanding of the construction processes within the services stream.
- Assists in the provision of on-the-job training to a limited degree.
- Works from instructions and procedures.
- Implements basic fault-finding and problem-solving skills within the employee's sphere of work.
- Measures accurately for their area of operation.
- Works in a safe manner.
- Interacts harmoniously with employees of other companies on site or at the workplace.
- Adapts to a changing work environment.

The following indicative tasks which an employee at this level may perform are subject to the employee having completed the appropriate training to perform the particular task:

- Erect and dismantle scaffolding.
- Assist with rigging.
- Undertake basic oxy cutting.
- Execute shoring/trenching.
- Undertake site drainage and de-watering.
- Assisting one or more tradespersons.
- Safely handle waste.
- Use tools, plant and equipment requiring the exercise of skill and knowledge beyond that of an employee at Plumbing and Mechanical Services Worker Level 1(c).

Plumbing Mechanical Services Worker Level 3 (100%)

A Plumbing and Mechanical Services Worker Level 3 is an employee who has:

- successfully completed a Services Stream Certificate (Plumbing and Mechanical Services) Certificate 2 of formal structured training agreed to between the parties to this Policy; or
- obtained equivalent skills gained through work experience subject to competency testing to the prescribed standards covering the content of the above agreed modules of training; or
- Is a licensed Drainer.

Employee at this level performs work to the level of her/his training:

- Exercises good interpersonal communication skills.
- Exercises discretion within their level of training.

- Understands and applies quality control techniques.
- Performs work under general supervision either individually or in a team environment.
- Has knowledge of the four streams within the building and construction industry and how they inter-relate.
- Works in a safe manner.
- Having been given adequate written or verbal instruction, be able to control their own schedule of work and meet objectives with general supervision.
- Is capable of detailed measuring techniques.
- Interacts with and assists employees of other companies on site or at the workplace.
- Anticipates and plans for constant changes to the work environment.

The following indicative tasks which an employee at this level may perform are subject to the employee having completed the appropriate training to perform the particular task:

- Operating a laser when carrying out levelling.
- Read and interpret plans and specifications.
- Operate machinery and equipment.
- Assists with informal on-the-job guidance to other employees to a limited degree.
- Performs work for which a Drainers license is required.

Plumbing and Mechanical Services Tradesperson Level 1 (100%)

A Plumbing and Mechanical Services Tradesperson Level 1 is an employee who is not a licensed drainer or performing mechanical services pipe-work but perform work of a skilled trade nature for which registration with a recognised licensing authority is not required although the person may not be formally trade qualified and who is able to exercise the skill and knowledge of the relevant trade:

- Exercises good interpersonal and communication skills.
- Reads, interprets and applies information from plans.
- Understands and applies quality control techniques.
- Exercises discretion within the scope of this grade.
- Performs work under general supervision either individually or in a team environment.
- Is able to perform tasks safely and be able to identify hazards within their sphere of work.
- Assists with informal on-the-job guidance to a limited degree.
- Performs non-trade tasks incidental to their work.
- Has knowledge of the fields of work within the Plumbing and Mechanical Services sector of the services stream and how they relate to the other areas of the services stream.

- Performs work which, while primarily involving the skills of the plumbing and mechanical services trade, is incidental or peripheral to the primary task and facilitates the completion of the whole task. Such incidental or peripheral work would not require additional formal technical training.

The Plumbing and Mechanical Services Tradesperson Level 1 classification incorporates any worker working in any classification covered by the scope of this DIVISION as it applied prior to this Policy who is not:

- Engaged on tasks purely of an unskilled nature.
- A Licensed Drainer.
- A Licensed Plumber.
- A Licensed Gasfitter.
- A Mechanical Plumber performing any Mechanical Services-Pipe work.
- Holding a trade certificate level 3 in a trade within the national plumbing training packages.

For clarity, this classification includes among other things, non-licensed persons performing irrigation plumbing, 'beer plumbing', water storage tank plumbing, installation of metal cladding, and pool plumbing.

Plumbing and Mechanical Services Tradesperson Level 2 (105.2%)

A Plumbing and Mechanical Services Tradesperson Level 2 is either:

- a Plumbing and Mechanical Services Tradesperson Level 1 who has successfully completed three appropriate modules within an approved skills package in addition to the training requirements of Plumbing and Mechanical Services Tradesperson Level 1; or equivalent; or will have equivalent skills gained through work experience subject to having successfully completed a skills test equivalent to the structured training requirements for this level; or
- A person who holds a trade certificate level 3 within the national plumbing training packages relevant to work being performed under this Policy; or
- A person who holds a trade certificate level 3 in Engineering – Fabrication.

A Plumbing and Mechanical Services Tradesperson Level 2 works above and beyond a Plumbing and Mechanical Services tradesperson at Level 1 and to the level of her/his training:

- Exercises the skills attained through completion of the training prescribed for this classification.
- Works under general supervision either individually or in a team environment.
- Understands and implements quality control techniques.
- Provides trade guidance and assistance as part of a work team.
- Exercises discretion within the scope of this grade.
- Has knowledge of occupational, health and safety requirements subject to the level of their training.

- Reads, interprets and applies information from plans.

For a Plumbing and Mechanical Services Tradesperson Level 2, the following indicative tasks which an employee at this level may perform are subject to the employee having the appropriate trade and post trade training to enable them to perform the particular tasks:

- Exercises skills involved in fabrication, assembly, installation, repair, maintenance, testing, modifying, fault finding, design or commissioning of systems such as water supply, sanitary, waste disposal and drainage, mechanical services including heating, ventilation and air conditioning, irrigation, roofing, gas fitting or gas consumer piping systems.

Where a skills package has been identified and approved by the CSQ Services Skills Advisory Committee as core skills possessed by plumbers within the construction industry within each field of work of the services stream then such skills shall be a perquisite for further progression under this career path.

Where an employee possesses less than half of the skills identified above the employer may require such employee to undertake gap training until such employee is competent within the field of work.

For clarity, this classification includes, among other things, licensed persons performing irrigation plumbing, ‘beer plumbing’, water storage tank plumbing, installation of metal cladding, and pool plumbing.

Plumbing and Mechanical Services Tradesperson Special Class Level 1 (110%)

A Plumbing and Mechanical Services Tradesperson - Special Class Level 1 is a Plumbing and Mechanical Services Tradesperson Level 2 who has successfully completed the following training requirements:

- has been assessed as a competent plumber within the relevant field of work; and
- three appropriate modules in addition to the training requirements of Plumbing and Mechanical Services Tradesperson Level 2; or
- the equivalent; or
- will have equivalent skills gained through work experience subject to having successfully completed a skills test equivalent to the structured training requirements for this level; or

A Plumbing and Mechanical Services Tradesperson - Special Class Level 1 works above and beyond a Plumbing and Mechanical Services Tradesperson Level 2 and to the level of her/his training:

- Exercises the skills attained through completion of the training prescribed for this classification.
- Understands and implements quality control techniques.
- Provides trade guidance and assistance as part of a team.
- Exercises discretion within the scope of this grade.
- Works under limited supervision, either individually or in a team environment.
- Reads, interprets and applies information from plans.

The following indicative tasks which an employee at this level may perform are subject to the employee having the appropriate trade and post trade training to enable the employee to perform the particular indicative tasks:

- Exercises precision trade skills using various materials and/or specialised techniques.
- Schedule and plan work activity.
- Write brief reports on work activity.
- Have knowledge of the Australian Standards applying to their sphere of work.
- Recognise hazards associated with tasks in their field of work.
- For Plumbing and Mechanical Services Tradespersons, exercises skills involved in the fabrication, assembly, installation, repair, maintenance, testing, modifying, fault finding, design or commissioning of systems such as water supply, sanitary, waste disposal and drainage, mechanical services including heating, ventilation and air conditioning, irrigation, roofing, gas fitting or gas consumer piping systems.

Plumbing and Mechanical Services Tradesperson - Special Class Level 2 (115%)

A Plumbing and Mechanical Services Tradesperson - Special Class Level 2 is a Plumbing and Mechanical Services Tradesperson - Special Class Level 1 who successfully completed the following training requirements:

- three appropriate modules in addition to the requirements of Plumbing and Mechanical Services Tradesperson - Special Class Level 1; or
- equivalent; or
- will have equivalent skills gained through work experience subject to having successfully completed a skills test equivalent to the structured training requirements for this level.

A Plumbing and Mechanical Services Tradesperson - Special Class Level 2 works above and beyond a Plumbing and Mechanical Services Tradesperson - Special Class Level 1 and to the level of her/his training:

- Exercises the skills attained through completion of the training prescribed for this classification.
- Provides trade guidance and assistance as part of a work team.
- Understands and implements quality control techniques.
- Works either independently within the skill level of the employee, or in a team environment with limited supervision.
- Reads, interprets and applies information from plans.

The following indicative tasks which an employee at this level may perform are subject to the employee having the appropriate trade and post trade training to enable the employee to perform the particular indicative tasks:

- Exercises high precision trade skills using various materials and/or specialised techniques.

- For Plumbing and Mechanical Services Tradespersons, exercises skills involved in the fabrication, assembly, installation, repair, maintenance, testing, modifying, fault finding, design or commissioning of systems such as water supply, sanitary, waste disposal and drainage, mechanical services including heating, ventilation and air conditioning, irrigation, roofing, gas fitting or gas consumer piping systems.

Advanced Plumbing and Mechanical Services Tradesperson Level 1 (120%)

An Advanced Plumbing and Mechanical Services Tradesperson Level 1 is a Plumbing and Mechanical Services Tradesperson - Special Class Level 2 who has who successfully completed: 1.5 appropriate modules in addition to the training requirements of Plumbing and Mechanical Services Tradesperson - Special Class Level 2; or equivalent; or will have equivalent skills gained through work experience subject to having successfully completed a skills test equivalent to the structured training requirements for this level.

An Advanced Plumbing and Mechanical Services Tradesperson Level 1 works above and beyond a Plumbing and Mechanical Services Tradesperson - Special Class Level 2 and to the level of their training.

Indicative tasks which an Employee at this level may perform include:

- exercises the skills attained through completion of the training prescribed for this classification;
- exercises discretion within their level of training;
- is able to provide trade guidance and assistance as part of a work team;
- understands and implements quality control techniques;
- works either independently within the skill level of the Employee, or in a team environment with limited supervision; and
- reads, interprets and applies information from plans.

The following indicative tasks which an Employee at this level may perform are subject to the Employee having the appropriate trade and post trade training to enable the Employee to perform the particular tasks:

- exercises high precision trade skills using various materials and/ or specialised techniques;
- possesses effective written and verbal skills in order to provide concise reporting and communication; and
- exercises skills involved in the fabrication, assembly, installation, maintenance, testing, modifying, fault finding, design or commissioning of systems such as water supply, sanitary, waste disposal and drainage, mechanical services including heating, ventilation and air conditioning, irrigation, roofing, gas fitting or gas consumer piping systems.

Advanced Plumbing Mechanical Services Tradesperson Level 2 (125%)

An Advanced Plumbing and Mechanical Services Tradesperson Level 2 is an Advanced Plumbing and Mechanical Services Tradesperson Level 1 who has: 1.5 appropriate modules in addition to the training requirements of an Advanced Plumbing and Mechanical Services Tradesperson Level 1; or

equivalent; or will have equivalent skills gained through work experience subject to having successfully completed a skills test equivalent to the structured training requirements for this level.

An Advanced Plumbing and Mechanical Services Tradesperson Level 2 works above and beyond an Advanced Plumbing and Mechanical Services Tradesperson Level 1 and to the level of their training.

Indicative tasks which an Employee at this level may perform include:

- undertakes quality control and work organisation at a level higher than for an Advanced Plumbing and Mechanical Service Tradesperson Level 1;
- provides trade guidance and assistance as part of a work team;
- assists in the provision of training to employees in conjunction with supervisors/ trainers;
- performs maintenance planning and predictive maintenance work within their field of work;
- prepares reports of a technical nature on specific tasks or assignments as directed; and
- exercises broad discretion within the scope of this level.

The following indicative tasks which an Employee at this level may perform are subject to the Employee having the appropriate trade and post-trade training to enable the Employee to perform the particular tasks:

- use information from plans to identify, diagnose and solve problems related to work in a specific field;
- be able to identify any deviations from plans and sketches;
- schedule and plan work for a team and provide brief reports on the progress and quality of the work;
- exercises skills involved in the fabrication, assembly, installation, maintenance, testing, modifying, fault finding, design or commissioning of systems such as water supply, sanitary, waste disposal and drainage, mechanical services including heating, ventilation and air conditioning, irrigation, roofing, gas fitting or consumer piping systems; and
- exercises diagnostic skills in respect of various systems in plumbing and mechanical services.

Sprinkler Fitting

Sprinkler Fitting Assistant (86.29%)

The *Plumbing and Drainage Act 2003* limits work done by a Trades Assistant to work “of an unskilled nature”. Subject to any determination of the Plumbers and Drainers Board the parties to Part 3 of this Policy define work of an unskilled nature to mean:

(a) Organising of tools;

(b) Painting of pipe;

(c) Carry pipe around the work site;

(d) Lay pipe out;

(e) Assist in measuring up;

(f) Concreting around pipes;

(g) Install penetration seals;

(h) Assist in fire rating;

(i) Clean up;

(j) Carry out other labouring tasks e.g. dig holes, loading and unloading material and equipment; and

(k) Pick up and deliver material and equipment to site.

Sprinkler Fitting Tradesperson Level 2 (105%)

A Sprinkler Fitting Tradesperson Level 2 is a Sprinkler Fitting Tradesperson Level 1 who has successfully completed three appropriate modules in addition to the training requirements of Sprinkler Fitting Tradesperson Level 1; or equivalent; or will have equivalent skills gained through work experience subject to having successfully completed a skills test equivalent to the structured training requirements for this level.

A Sprinkler Fitting Tradesperson Level 2 works above and beyond a Sprinkler Fitting Tradesperson at level 1 and to the level of her/his training.

(a) Exercises the skills attained through completion of the training prescribed for this classification.

(b) Works under general supervision either individually or in a team environment.

(c) Understands and implements quality control techniques.

(d) Provides trade guidance and assistance as part of a work team.

(e) Exercises discretion within their level of training.

(f) Has knowledge of occupational, health and safety requirements subject to the level of their training.

(g) Reads, interprets and applies information from plans.

The following indicative task which an Employee at this level may perform is subject to the Employee having the appropriate Trade and Post Trade training to enable them to perform the particular task:

- exercises the skills involved in the installation, repair, maintenance, testing, modifying, fault finding, design or commissioning of systems such as fire sprinkler systems, foam systems, deluge systems, C02 systems, pumps and pump control systems, hydrants, hose reels, combined systems or explosive suppression systems.

Sprinkler Fitting Tradesperson - Special Class Level 1 (110%)

A Sprinkler Fitting Tradesperson - Special Class Level 1 is a Sprinkler Fitting Tradesperson Level 1 who has completed the following training requirements successfully completed six appropriate

modules in addition to the training requirements of Sprinkler Fitting Tradesperson Level 1; or equivalent; or will have equivalent skills gained through work experience subject to having successfully completed a skills test equivalent to the structured training requirements for this level.

A Sprinkler Fitting Tradesperson - Special Class Level 1 works above and beyond a Sprinkler Fitting Tradesperson Level II and to the level of her/his training:

(a) Exercises the skills attained through completion of the training prescribed for this classification.

(b) Understands and implements quality control techniques.

(c) Provides trade guidance and assistance as part of a team.

(d) Works under limited supervision either individually or in a team environment.

(e) Reads, interprets and applies information from plans.

(f) Exercises discretion within their level of training.

The following indicative tasks which an Employee at this level may perform are subject to the Employee having the appropriate Trade and Post Trade training to enable the Employee to perform the particular indicative tasks:

- Exercises precision trade skills using various materials and/or specialized techniques.
- Schedules and plan work activity.
- Writes brief reports on work activity.
- Has knowledge of the Australian Standards applying to their sphere of work.
- Recognises hazards associated with tasks in their field of work.
- exercises skills involved in the installation, repair, maintenance, testing, modifying, fault finding, design or commissioning of systems such as fire sprinkler systems, foam systems, deluge systems, CO2 systems, pumps and pump control systems, hydrants, hose reels, combined systems or explosive suppression systems.

Sprinkler Fitting Tradesperson - Special Class Level 2 (115%)

A Sprinkler Fitting Tradesperson - Special Class Level 2 is a Sprinkler Fitting Tradesperson Level 1 who has completed the following training requirements successfully completed nine appropriate modules in addition to the requirements of Sprinkler Fitting Tradesperson Level 1; or equivalent; or will have equivalent skills gained through work experience subject to having successfully completed a skills test equivalent to the structured training requirements for this level.

A Sprinkler Fitting Tradesperson - Special Class Level 2 works above and beyond a Sprinkler Fitting Tradesperson - Special Class Level 1 and to the level of her/his training:

(a) Exercises the skills attained through completion of the training prescribed for this classification.

(b) Provides trade guidance and assistance as part of a work team.

(c) Understands and implements quality control techniques.

(d) Works under limited supervision either individually or in a team environment.

(e) Reads, interprets and applies information from plans.

The following indicative tasks which an Employee at this level may perform are subject to the Employee having the appropriate Trade and Post Trade training to enable the Employee to perform the particular indicative tasks:

- exercises high Precision Trade Skills using various materials and/or specialised techniques;
- exercises skills involved in the installation, repair, maintenance, testing, modifying, fault finding, design or commissioning of systems such as fire sprinkler systems, foam systems, deluge systems, CO2 systems, pumps and pump control systems, hydrants, hose reels, combined systems or explosive suppressive systems.

Advanced Sprinkler Fitting Tradesperson Level 1 (120%)

An Advanced Sprinkler Fitting Tradesperson Level 1 is a Sprinkler Fitting Tradesperson Level 1 who has successfully completed ten and half appropriate modules in addition to the training requirements of Sprinkler Fitting Tradesperson Level 1; or successfully completed equivalent accredited training; or equivalent; or will have equivalent skills gained through work experience subject to having successfully completed a skills test equivalent to the structured training requirements for this level.

An Advanced Sprinkler Fitting Tradesperson Level 1 works above and beyond a Sprinkler Fitting Tradesperson - Special Class Level 2 and to the level of their training.

Indicative tasks which an Employee at this level may perform include:

- exercises the skills attained through completion of the training prescribed for this classification;
- exercises discretion within their level of training;
- is able to provide trade guidance and assistance as part of a work team;
- understands and implements quality control techniques;
- works under limited supervision either individually or in a team environment; and
- reads, interprets and applies information from plans.

The following indicative tasks which an Employee at this level may perform are subject to the Employee having the appropriate trade and post-trade training to enable the Employee to perform the particular task:

- exercises high Precision Trade Skills using various materials and/ or specialised techniques; and
- exercises skills involved in the installation, maintenance, testing, modifying, fault finding, design or commissioning of systems such as fire sprinkler systems, foam systems, C02 systems, deluge systems, pumps and pump control systems, hydrants, hose reels, combined systems or explosive suppressive systems.

Advanced Sprinkler Fitting Tradesperson Level 2 (125%)

An Advanced Sprinkler Fitting Tradesperson Level 2 is a Sprinkler Fitting Tradesperson Level 1 who has successfully completed 12 appropriate modules in addition to the training requirements of Sprinkler Fitting Tradesperson Level 1; or successfully completed equivalent accredited training; or equivalent; or will have equivalent skills gained through work experience subject to having successfully completed a skills test equivalent to the structured training requirements for this level.

An Advanced Sprinkler Fitting Tradesperson Level 2 works above and beyond an Advanced Sprinkler Fitting Tradesperson Level 1 and to the level of their training.

Indicative tasks which an Employee at this level may perform include:

- undertake quality control and work organisation at a level higher than for Advanced Sprinkler Fitting Tradesperson Level 1.
- provide trade guidance and assistance as part of a work team.
- assist in the provision of training to Employees in conjunction with supervisors/ trainers.
- perform maintenance planning and predictive maintenance work within their field of work.
- prepare reports of a technical nature on specific tasks or assignments as directed; and
- exercise broad discretion within the scope of this level.

The following indicative tasks which an Employee at this level may perform are subject to the Employee having the appropriate trade and posttrade Training to enable the Employee to perform the particular task:

- use information from plans to identify, diagnose and solve problems related to their sphere of work;
- be able to identify any deviations from plans and sketches;
- schedule and plan work for a team and provide brief reports on the progress and quality of the work;
- exercises skills involved in the installation, maintenance, testing, modifying, fault finding, design or commissioning of systems such as fire sprinkler systems, foam systems, CO2 systems, deluge systems, pumps and pump control systems, hydrant systems, hose reels, combined systems or explosive suppressive systems; and
- exercising diagnostic skill in respect to various systems in fire protection.

Lagging

Workers engaged in Lagging work (as defined) will be paid the corresponding relativity pay rate prescribed in the Plumbing and Mechanical Services Rates of Pay table in Part 3, division 2 of this policy.

Lagging New Entrant/ Assistant (75%)

An employee who does not meet the requirements of any other classification.

Lagger Class B (85%)

Is a worker who has completed 12 months within the industry and can carry out two of the below work classes with limited supervision and be credited with and carry out two of the above work classes.

- External insulation
- Internal insulation
- Chilled water insulation
- Acoustic insulation.

Lagger Class C (88%)

Is a worker who can carry out all of the following work classes with limited supervision:

- External insulation
- Internal insulation
- Chilled water insulation
- Acoustic insulation

Lagger Class D (92%)

Is an employee who has 12+ months experience and who can carry out all of the above.

Tradesperson, Lagger, Sheet Metal Worker (100%)

Is an employee who can carry out and is accredited in all of the above work classes and manufactures and fits sheathing.

Adult Apprentices

Adult apprentices are apprentices who commence their apprenticeship at the age of 21 years or older. Adult apprentices engaged under any of the classifications set out in this Division will be paid a minimum rate equal to the rate of pay for a third-year apprentice, for the first three years of the apprenticeship.

Apprentices: Plumber Competencies

For those plumbing apprentices that commence their employment during the life of this Policy, they will have successfully gained the following nominated training outcomes in conjunction with the four-year term of their apprenticeship;

- General Induction for Construction
- Plumbers and Drainers Licence

Senior First Aid

- Backflow Accreditation
- TMV Accreditation
- Scissor Lift and over 11 metre EWP Accreditation

- Manual Handling Awareness
- Confined Space.

DIVISION 4 - TOOL LIST

1 Pair 225mm Footprints

1 Pair 250mm Stillsons

1 Pair 450mm Stillsons

1 Pair 250mm Vice Grips

1 Standard Screw Driver set (or equivalent)

1 Pair 225mm Multigrips

1 Pair 200mm Pincers

1 Pair Left Hand Wiss Snips

1 Pair Right Hand Wiss Snips

1 Pair Pop Rivet Pliers

1 Pair 15mm Copper Tube Benders

1 Set Allen Keys 1mm - 10mm

1 Set Tube Expanders 12mm - 25mm

1 Set Ratchet Socket Wrench 6mm - 25mm or

1 Set Open End/ Ring Spanners 6mm - 16mm

1 Cross Pein Hammer10 OZ

1 Claw Hammer 20 OZ

1 Trap or Spud Wrench

1 Lump Hammer 4 LB

1 Bevel Square 250mm

1 Set Square 300mm

1 Spirit Level 600mm

1 Brickies String Line

1 Chaulk-O-Matic

1 Plumbob 450gr

1 Mastic Gun

1 Hand Wood Saw 660mm

1 PVC Conduit Cutters

1 WireBrush

1 Battery Drill with Battery and charger

1 13mm Cold Chisel

1 25mm Cold Chisel

1 Stanley Knife

1 Flint Gun

1 25mm Woodchisel

1 150mm Crescent Shifting Spanner

300mm Crescent Shifting Spanner

1 250mm Rasp & Handle

1 250mm Half Round File & Handle

1 Hacksaw (Sandvik 225)

1 Junior Hacksaw

1 Tube Cutter 3mm - 32 mm

1 Tapered Bent Pin

1 Pointing Trowel

1 Basin Spanner

1 Strap Wrench

1 Centre Punch

1 Prick Punch

1 Nail Bag

1 Tool Box or Carry All or equivalent

1 8 Metre Measuring Tape

In addition to the above list (where applicable) the tool list for Drainers includes:

- 1 1200mm Level
- 1 30m Measuring Tape
- 1 Wood Float
- 1 Steel Float
- 1 Edging Tool

*The above Tool list is for Plumbing and Mechanical Services classifications only. Sprinkler Fitter classifications are not required to provide the tools listed.

PART 4 – ELECTRICAL WORKERS

82. SECTION A – CLASSIFICATIONS

1. Classifications

The percentage relativities referred to in Schedule 1 relate to percentages applying before the application of the first $8 arbitrated safety net adjustment made in accordance with the February and November 1994 Review of Wage Fixing Principles and payable under the November 1994 State Wage Case decision.

G1 – Electrical Worker Grade 1

An Electrical Worker Grade 1 is a labourer not otherwise provided for in this Agreement, who is doing labouring work and employed as such.

G2 – Electrical Worker Grade 2 – 85% of Base Rate

(1) An Electrical Worker Grade 2 is an Employee who is engaged in assisting a tradesperson, provided that such assistance will not include the work of a tradesperson and

(a) Without limiting the scope of the work, an Employee may perform unskilled tasks as directed to the level of their training;

(b) is an Employee who is engaged in the clearance of vegetation in the vicinity of overhead power distribution lines.

G3 – Electrical Worker Grade 3

(1) An Electrical Worker Grade 3 is an Employee who works under direction, may be required to perform the work of an Electrical Worker Grade 2 and without limiting the scope of the work the Employee may perform the work described below to the level of their training:

(i) is engaged in storework; or

(ii) is qualified and required to drive or operate the employer's machinery, plant or equipment incidental to their primary task or functions, including truck attendants; or provided that this person will not undertake tasks requiring the skills of a tradesperson.

(2) Included in this Grade is the work of:

- Purchasing clerk; and
- Electrical Labourer.

G4 – Electrical Worker Grade 4

(1) An Electrical Worker Grade 4 is an Employee who has worked for not less than one year in the industry, or holds the equivalent experience, and, without limiting the scope of the work, and to the level of their training, is an Employee who:

(i) performs scaffolding or rigging that is incidental to their primary task or functions (assisting a licensed electrical worker to perform electrical work); or

(ii) is directly in charge of an electrical store and responsible for materials, ordering

and purchasing; or

(iii) has worked for not less than one year as an Electrical Worker Grade 3 or has the equivalent experience in the installation of electronics equipment and who, under the minimum supervision of a tradesperson or electronics serviceperson:

(1) installs radio, communications and related equipment including antenna; or

(2) installs fire alarm or security alarm equipment; or

(3) installs, terminates and tests data, and communication cabling

(iv) Inspects and tests fire alarms or security alarm equipment involving a range of responsibility beyond that of a Grade 3 Electrical Worker and works without assistance and supervision.

provided that this person will not undertake tasks requiring the skills of a tradesperson.

Without limiting the scope of this definition, this includes Employees who under the supervision of a tradesperson, communications tradesperson or qualified security technician:

(a) installs radio, communications and related equipment including antenna; or

(b) installs fire alarm or security alarm equipment; or

(c) installs data and communication cabling.

(2) Included in this grade is the work of:

(a) Purchasing Clerk/Storeperson;

(b) Electrical labourer;

Communications Tradesperson

A communications Tradesperson is an Employee who holds a Communications Trade Certificate and has completed a Cert III in Data and Voice Communications (UEE30407 or equivalent). For clarity, where a Communications Tradesperson is required to hold an electrical licence and is directed to perform electrical work, that Employee shall be paid at the EW5 rate.

G5 - Electrical Worker Grade 5

(1) An Electrical Worker Grade 5 is employed to use the skills acquired through the training specified below and is an Employee who;

(a) who holds a trade certificate or tradesperson's rights certificate in an electrical trade; or

(b) has successfully completed an appropriate trade course or who has otherwise reached an equivalent standard of skills and knowledge in electronics; or

(c) has successfully completed an appropriate instrumentation trade course; or

(d) holds an appropriate electrical/refrigeration/air conditioning trade certificate; or

(e) has successfully completed an appropriate trade course in linework or cable jointing or who has otherwise reached an equivalent standard of skills and knowledge.

(2) Included in this grade is the work of:

(a) Electrical Fitter;
(b) Electrical Fitter (Instrumentation and Process Control);
(c) Electrical Mechanic;
(d) Instrument Tradesperson Level 1;
(e) Refrigeration/Air-Conditioning Tradesperson Level 1; and
(f) Linesperson/Cable Jointer Level 1.

G6 - Electrical Worker Grade 6

(1) An Electrical Worker Grade 6 is an Electrical Worker Grade 5 who in addition

(a) has successfully completed

(i) 33% of the qualification specified for Grade 7; or

(ii) equivalent structured in-house training relevant to the employer's business or enterprise as agreed between the parties to the Agreement; or

(b) has acquired equivalent standard of skills as defined above as agreed between the parties to the Award through other means including a minimum of one years' experience as an Electrical Worker Grade 5.

(c) is employed to use the skills acquired through the training or experience specified.

(2) Included in this grade is the work of:

(a) Electrical Tradesperson Level 2;
(b) Television/Radio/Electronic Serviceperson Level 2;
(c) Instrument Tradesperson Level 2;
(d) Refrigeration/Air-Conditioning Tradesperson Level 2;
(e) Linesperson/Cable Jointer Level 2; and
(f) Alarm/Security Technician Grade 2.

G7 - Electrical Worker Grade 7

(1) An Electrical Worker Grade 7 is an Electrical Worker Grade 5 who:

(a) has successfully completed a Post Trade Certificate or has acquired the same standard of skills through other means including a minimum of 2 years experience in the industry,

(b) is employed to use the skills acquired through the training and/or experience specified.

(2) Included in this grade is the work of:

(a) Alarm/Security Technician Grade 3;

(b) Communications Tradesperson - Special Class;

(c) Electrical Linesperson - Live Line;

(d) Electrician Special Class;

(e) Electronic Serviceperson Grade 3;

(f) Instrument Tradesperson - Complex Systems;

(g) Refrigeration/Air-Conditioning Mechanic or Serviceperson Grade 3; and

(h) Television/Radio/Electronic Serviceperson Grade 3.

G8 - Electrical Worker Grade 8

(1) An Electrical Worker Grade 8 is an Electrical Worker Grade 5 who:

(a) has successfully completed a Post Trade Certificate or "X%" of an Advanced Certificate or its equivalent and in addition has not less than 2 years experience as an Electrical Worker Grade 7; and

(b) is employed to use the skills acquired through the training and/or experience specified.

(2) Included in this grade is the work of:

(a) Electronic Tradesperson;

(b) Instrumentation and Controls Tradesperson;

(c) Refrigeration/Air-Conditioning Mechanic or Serviceperson Grade 4; and

(d) Installation Inspector.

G9 - Electrical Worker Grade 9

(1) An Electrical Worker Grade 9 is an Electrical Worker Grade 5 who:

(a) has successfully completed an appropriate Advanced Certificate or its formal equivalent; and

(b) is employed to use the skills acquired through the training and/or experience specified.

(2) Included in this grade is the work of:

(a) Alarm/Security Technician Grade 4;

(b) Electronic Serviceperson Grade 4;

(c) Television/Radio/Electronic Serviceperson Grade 4; and

(d) Refrigeration/Air-Conditioning Tradesperson Level 4.

G10 - Electrical Worker Grade 10

(1) An Electrical Worker Grade 10 is an Electrical Worker Grade 5 who:

(a) has successfully completed an appropriate Associate Diploma or its formal equivalent; and

(b) is employed to use the skills acquired through the training and/or experience specified.

(2) Included in this grade is the work of:

(a) Electrical Tradesperson Level 5;

(b) Television/Radio/Electronic Serviceperson Grade 4;

(c) Electronic Serviceperson Level 5;

(d) Instrument Tradesperson Level 5; and

(e) Refrigeration/Air-Conditioning Tradesperson Level 5.

2. Classification Definitions

2.1 "**Alarm/Security Technician Grade 1**" means a tradesperson employed to carry out repairs and maintenance of alarm/control panels, detectors, pumps, fire suppression signs, bells and other associated equipment in the industry of fire-alarm servicing.

In the industry of security servicing, the tradesperson is employed in the field of intruder alarm systems, closed circuit television, video or photographic systems and any external or internal security lighting devices, performing repairs and maintenance.

2.2 "**Alarm/Security Technician Grade 2**" means an Alarm/Security Technician Class I who is engaged on complex or intricate circuitry or both, the performance of which requires the use of "Additional knowledge" as defined below.

Additional knowledge may be acquired through a minimum of 2 years on-the-job experience as a serviceperson, working on the company's installations and equipment.

2.3 "**Alarm/Security Technician Grade 3**" means an Alarm/Security Technician who:

(f) has not less than one year of experience as such and who has satisfactorily completed an appropriate electronics post trades course, or

(g) has not less than 2 years' experience with the employer as such, and who possesses a thorough knowledge of the employer's company and processes and who is capable of servicing all the equipment associated with such company, and who is employed to maintain, test, modify services and/or repair complex and intricate electrical, electronic circuits or components, equipment, apparatus and/or devices used in industrial applications in the fire-alarm/security systems industry, and for which the performance of such work requires a higher skill than required by a tradesperson employed on basic service work.

2.4 "**Alarm/Security Technician Grade 4**" means an Alarm/Security Technician Grade 3 who is engaged in applying their knowledge and skills to the tasks of repairing, maintaining, servicing, modifying, commissioning, fault finding and diagnosing various forms of systems which are electronically controlled by complex digital and/or analogue control systems utilising integrated circuitry. The application of this skill and knowledge would require an overall understanding of the operating principles of systems and equipment on which the tradesperson is required to carry out their tasks.

To be classified as an Alarm/Security Technician Grade 4, a tradesperson must have at least 3 years on-the-job experience in electronic systems utilising integrated circuits, and in addition must have satisfactorily completed a post trades course in electronics equivalent to at least 2 years part-time study.

In addition, to be classified as an Alarm/Security Technician Grade 4, a tradesperson must be capable of:

(a) Maintaining and repairing multi-function printed circuitry using circuit diagrams and test equipment.

(b) Working under minimum supervision and technical guidance.

(c) Providing technical guidance within the scope of the work described in this definition.

(d) Preparing reports of a technical nature on specific tasks or assignments as directed and within the scope of the work described in this definition.

2.5 "**Alarm/Security Tester Grade 1**" means a person employed to inspect and test alarm/control panels, fire suppression equipment, detectors, signs, bells, pumps and associated equipment in the industry of fire-alarm servicing. In the industry of security servicing, the "Alarm/Security Tester" is employed to inspect and test in the fields of intruder alarm systems, closed circuit television, video or photographic systems and any external security lighting devices and associated equipment.

In addition to those duties, the "Alarm/Security Tester" is capable of preparing written reports on the conditions, suitability and requirement for the abovementioned equipment. The Tester will be able to accurately identify faults in systems and report them expeditiously as required, as well as prepare reports detailing all requirements for the testing of systems in their test run.

2.6 "**Alarm/Security Tester Grade 2**" means an "Alarm/Security Tester" capable of testing any electrical system including but not limited to halon, CO2, ansul, emergency lighting, evacuation systems, all fire detection and suppression systems and associated equipment. The Employee with minimal supervision and assistance will be able to interchange test runs and demonstrate the operation of systems to clients, insurers and appropriate personnel.

2.7 "**Alarm/Security Tester Grade 3**" means a person, or holder of industry recognised accreditation, which may be granted to persons who through industry experience, have gained the necessary skills, and are able to carry out all aspects of a Tester Grade 2 scope of work and are employed to carry out repairs and maintenance of alarm/control panels, detectors, fire suppression signs, bells and other ancillary associated equipment in the industry of fire alarm servicing, excluding authority provided power supplies or works on live side of isolating devices.

In the industry of security servicing, the person is employed in the fields of intruder alarm systems, closed circuit television, video or photographic systems and any external or internal security lighting devices, performing repairs and maintenance.

2.5 "**Communications Tradesperson - Special Class**" will mean a Radio Mechanic, Electrical Fitter or an Electrical Mechanic, who is engaged on complex and/or intricate circuitry, the performance of which work requires the use of "additional knowledge" as defined.

For the purpose of this definition "additional knowledge" means knowledge in excess of that gained by the satisfactory completion of the appropriate technical college trade course which has been acquired by the tradesperson by virtue of their:

(a) having had not less than 2 years on-the-job experience as a tradesperson, working mainly on such complex and/or intricate circuitry as will enable them to perform such work unsupervised where necessary and practicable: and

(b) having, by virtue of either the satisfactory completion of an appropriate post trade course in electronics or the achievement of a comparable standard of knowledge by other means including the on-the-job experience. gained a sufficient comprehension of such complex or intricate circuitry work as will enable the tradesperson to examine, diagnose and modify systems comprising inter-connected circuits.

2.9 "**Electrical Fitter**" will mean an Employee who is mainly employed in the workshops manufacturing, fitting, and repairing electrical instruments, machines, and apparatus. Electrical fitting in this definition will include armature and transformer winding, and people solely engaged in making and repairing instruments. The legitimate possession of a certificate of competency in this particular class of work issued by the Electrical Licensing Board under the *Electricity Act 1994* will be recognised as proof of efficiency.

2.10 "**Electrical Fitter (Instrumentation and Process Control**)" means an Employee who is required to make and/or modify, test, install, adjust and repair, plant instrumentation involving process control equipment including instruments incorporating mechanical, pneumatic, hydraulic, electrical and electronic functions.

The legitimate possession of the appropriate certificate issued by the Electrical Licensing Board under the *Electricity Act 1994* will be recognised as proof of efficiency.

2.11 "**Electrical Labourer**" will mean an Employee, not otherwise provided for in this Agreement, who is doing work necessary for electrical work.

2.12 "**Electrical Linesperson**" will mean an Employee engaged in overhead construction and maintenance work, and running, fixing, connecting, and maintaining electrical conductors outside of buildings, or an Employee engaged in sapping poles, cutting chocks for arms, and fitting arms to poles while the poles are lying on the ground. The legitimate possession of a certificate of competency in this particular class of work issued by the Electrical Licensing Board under the *Electricity Act 1994* will be recognised as proof of efficiency.

2.13 "**Electrical Linesperson - Live Line**" will mean an Electrical Linesperson as defined in this Agreement who is required to carry out "Live Line Work" as prescribed in the *Electricity Act 1994*.

Such Employee may perform "Live Line Work" while the Employee remains so authorised by the State Electricity Commission of Queensland in accordance with the said Act.

2.14 "**Electrical Mechanic**" will mean an Employee engaged in placing or affixing or running electrical conductors of all kinds and for all purposes from the point of supply to the point of utilisation, and also in the fixing inside of buildings and vehicles of all kinds of conduits and conductors. It will include the erecting and connecting up of dynamos, motors, and switchboards, and the connecting up of all instruments and apparatus at the point of utilisation and supply for all purposes, including power, lighting, heating, and smelting, and safe working instruments,

apparatus, telephones, bells, public address systems, wireless apparatus, meter fixing, connecting of meters, and the erection, overhauling and repairing of storage batteries and the assembling and renewing of finished parts, and the marking out and mounting of any switchboards, and the effecting of any repairs to electrical machines and appliances when it is necessary to carry out the work on the spot, or is incidental to such necessary work. The legitimate possession of a certificate of competency in this particular class of work issued by the Electrical Licensing Board under the *Electricity Act 1994* will be recognised as proof of efficiency.

2.15 "**Electrical Storeperson**" will include an Employee responsible for storing, receiving and issuing tools, parts and testing equipment in or in connection with an electrical, including radio and television, workshop and/or depot, but will not include storepersons employed in any retail or wholesale establishment who receive, store or issue television, radio or electrical equipment and who are provided for in any other Agreement.

2.16 "**Electrical Tradesperson's Assistant**" will mean an Employee directly assisting a tradesperson.

2.17 "**Electronic Equipment Tester/Installer Grade 1**" means an Employee engaged on the alignment, installation and testing of radio, communications and related equipment, installing fire alarms and/or security alarm equipment, or installing data and communication cabling, including the locating of faults not requiring the skills of a tradesperson.

2.18 "**Electronic Equipment Tester/Installer Grade 2**" means an Employee who has had not less than one year at Level 1 or the equivalent experience. Provided that an Electronic Equipment Installer Level 2 will not undertake tasks requiring the skills of a tradesperson.

2.19 "**Electronic Serviceperson Grade 1**" means an adult Employee engaged on radio, communications and related equipment which requires the application of general trades experience gained through apprenticeship in that work.

2.20 "**Electronic Serviceperson Grade 2**" means an Electronic Serviceperson Grade 1 who has had not less than one year's experience as a tradesperson working in the radio communication industry.

2.21 "**Electronic Serviceperson Grade 3**" means an Electronic Serviceperson Grade 2 who is engaged on complex or intricate circuitry or both, the purpose of which work requires the use of "additional knowledge" as herein defined.

For the purpose of this definition "additional knowledge" means knowledge in excess of that gained by the satisfactory completion of the appropriate technical college trade course which has been acquired by the tradesperson by virtue of their:

(a) having had not less than 2 years on-the-job experience as a tradesperson working on such complex or intricate circuitry work as will enable the tradesperson to perform such work unsupervised where necessary and practicable; and
(b) having by virtue of either the satisfactory completion of a prescribed post trades course in industrial electronics, radio or communications or the achievement of a comparable standard of knowledge by other means, including the on-the-job experience, gained a sufficient comprehension of such complex or intricate circuitry work as will enable the tradesperson to

examine, diagnose and modify systems comprising inter-connected circuits.

2.22 "**Electronic Serviceperson Grade 4**" means an Electronic Serviceperson working at a level beyond that of an Electronic Serviceperson Grade 3, who is engaged in applying their knowledge and skills to the tasks of installing, repairing, maintaining, servicing, modifying, commissioning, testing, fault finding and diagnosing of various forms of machinery and equipment which are electronically controlled by complex digital and/or analogue systems utilising integrated circuitry. The application of this skill and knowledge would require an overall understanding of the operating principles of the systems and equipment, on which the tradesperson is required to carry out their tasks. To be classified as an Electronic Serviceperson, Grade 4, a tradesperson must have at least 3 years on-the-job experience as a tradesperson in electronic systems utilising integrated circuits and in addition must have satisfactorily completed a post trades course in electronics equivalent to at least 2 years part-time study.

In addition, to be classified as Electronic Serviceperson, Grade 4, a tradesperson must be capable of:

(a) Maintaining and repairing multi-function printed circuitry using diagrams and test equipment.

(b) Working under minimum supervision and technical guidance.

(c) Providing technical guidance within the scope of the work described in this definition.

(d) Preparing reports of a technical nature on specific tasks or assignments, as directed, and within the scope of the work as described in this definition.

2.23 "**Electronic Serviceperson Grade 5**" means an Electronic Serviceperson working at a level beyond that of an Electronic Serviceperson Grade 4, who in addition to the requirements of the Electronic Serviceperson Grade 4, must have one further years on-the-job experience as a tradesperson working on electronic systems, but who in addition is required to maintain and repair multi-function printed circuitry using circuit diagrams and test equipment.

To be classified as an Electronics Serviceperson, Grade 5, a tradesperson must be engaged in applying their skills and knowledge to the tasks of designing, modifying, testing and diagnosing complex electronic systems related to radio and communications equipment.

2.24 "**Electronics Tradesperson**" means an electrical tradesperson working at a level beyond Electrician Special Class and who is mainly engaged in applying their knowledge and skills to the tasks of installing, repairing, maintaining, servicing, modifying, commissioning, testing, fault finding and diagnosing of various forms of machinery and equipment which are electronically controlled by complex digital and/or analogue control systems utilising integrated circuitry. The application of this skill and knowledge would require an overall understanding of the operating principles of the system and equipment on which the tradesperson is required to carry out their tasks.

To be classified as an Electronics Tradesperson a tradesperson must have at least 3 years on-the-job experience as a tradesperson in electronic systems utilising integrated circuits and in addition, must have satisfactorily completed a post trades course in electronics equivalent to at least 2 years part time study.

In addition, to be classified as an electronics tradesperson a tradesperson must be required, as part of their duties, to:

(a) Maintain and repair multi-function printed circuitry of the type described in this definition using circuit diagrams and test equipment.

(b) Work under minimum supervision and technical guidance.

(c) Provide technical guidance to other tradespersons or to management within the scope of the work described in this definition; and/or

(d) Prepare reports of a technical nature on specific tasks or assignments as directed and within the scope of the work described in this definition.

2.25 "**Fire-alarm Systems**" means the industry and trades which are concerned with the installation, repair, modification, maintenance, testing and servicing of fire alarms, detectors, fire-suppression signs, bells and associated equipment.

2.26 "**Installation Inspector**" will mean an Electrical Mechanic who is employed by an Electrical Contractor or company which is principally engaged in providing independent installation inspections and who is qualified within the terms of the *Electricity Act 1994*, to act as an Installation Inspector and is employed as such. An Installation Inspector must have the following qualifications:

(a) Possess a certificate of competency as an Electrical Mechanic

(b) Has successfully completed a course conducted by the Department of Employment, Small Business and Training at a TAFE College or approved skill centre comprising the following subjects:

(i) AEL 223 - Electrical Installation Work.

(ii) AEL 226 - Electrical Practices and Responsibilities.

(iii) AEL 122 - Electrical Installation Testing.

(c) Has at least 3 years recent experience in the Electrical Contracting Industry as an Electrical Mechanic or has at least 3 years recent experience as an Installation Inspector with an Electricity Authority in Queensland.

2.27 "**Instrument Tradesperson**" means a tradesperson who is mainly engaged in installing, (including the installing of inter connecting instrumentation wiring, not prohibited by the *Electricity Act 1994* or hydraulic or pneumatic instrumentation tubing), repairing, maintaining, and servicing industrial instruments and control systems, including instruments and systems utilising integrated circuits.

An Instrument Tradesperson will have completed an apprenticeship, the greater part of which involved industrial instrumentation, or alternatively can demonstrate a knowledge and understanding of industrial instrumentation and can apply that knowledge and understanding to the tasks assigned by their employer. The required knowledge and understanding would have been gained by undertaking a formal training course run by a State Education Department or Technical Education Department or its equivalent or by at least 12 months on the job experience as a tradesperson at instrument work

2.28 "**Instrument Tradesperson - Complex Systems**" means an instrument tradesperson who is mainly engaged in installing, repairing, maintaining, servicing, testing, modifying,

commissioning, calibrating and fault finding instruments which make up a complex control system which utilises some combination of electrical, electronic, mechanical, hydraulic and pneumatic principles, including work on complex digital and/or analogue control systems utilising integrated circuits.

To be classified as an Instrument Tradesperson - Complex Systems, a tradesperson will have:

(a) had a minimum of 2 years on the job experience as a tradesperson working predominantly on complex and/or intricate instruments and instrument systems, as will enable them to perform such work under minimum supervision and technical guidance; and

(b) satisfactorily completed an appropriate post trade course equivalent to at least 2 years part time study or has achieved to the satisfaction of the employer, a comparable standard of skill and knowledge by other means including in-house training or on the job experience referred to in (a) above.

2.29 "**Instrumentation and Controls Tradesperson**" means an instrument tradesperson working mainly at a level beyond that of instrument tradesperson - complex systems and who is mainly engaged in applying their skills and knowledge to installing, repairing, maintaining, servicing, testing, modifying, commissioning, calibrating and fault finding industrial instruments which make up a complex control system which utilises some combination of electrical, mechanical, hydraulic and pneumatic principles and electronic circuitry containing complex analogue and/or digital control systems utilising integrated circuitry.

The application of this skill and knowledge would require an overall understanding of the operating mode or principles of the various types of measurement and control devices on which the tradesperson is required to perform their tasks. To be classified as an Instrumentation and Controls Tradesperson, a tradesperson must have at least 3 years relevant on the job experience as a tradesperson - 12 months of which must be at the level of "Instrument Tradesperson - Complex Systems" and in addition must have satisfactorily completed a related post-trades course equivalent to at least 2 years part time study.

In addition, to be classified as an Instrumentation and Controls Tradesperson, a tradesperson must be required as part of their duties to:

(a) Maintain and repair multi-function printed circuitry of the type described in this definition using circuit diagrams and test equipment:
(b) Work under minimum supervision and technical guidance:
(c) Provide technical guidance to other tradespeople or to management within the scope of the work described in this definition; and/or
(d) Prepare reports of a technical nature on specific tasks or assignments as directed and within the scope of the work described in this definition.

2.30 "**Jointer**" will mean an Employee who is employed in jointing cables or sweating on lugs in connection with the installing and maintenance of underground or overhead distributing systems, and the running of feeders, mains and services up to the main fuse in consumers' premises. The legitimate possession of a certificate of competency in this particular class of work issued by the Electrical Workers and Contractors' Board under the *Electricity Act 1994* will be recognised as proof of efficiency.

2.31 "**Journeyperson**" will mean an Electrical Fitter, Electrical Mechanic, electrical Jointer, Electrical Linesperson, electrician in charge, shift electrician, Radio Mechanic or television mechanic.

2.32 "**Lines Clearance Operator**" means an adult who is employed on the clearance of vegetation in the vicinity of overhead power distribution lines.

2.33 "**Purchasing Clerk**" means an Employee who initiates orders for electrical materials, receives and issues materials and provides reports on the cost of materials for the preparation of tender documents and job cards.

In addition to these duties, the Purchasing Clerk may conduct sale of materials and equipment to the Public or to the Trade.

2.34 "**Radio Mechanic**" will mean an Employee who is mainly employed to assemble and/or repair, and/or service, and/or install, and/or test radio receivers, and/or public address systems.

2.35 "**Refrigeration Mechanic or Serviceperson Grade I**" means a tradesperson employed to carry out installation, repairs, and routine maintenance of domestic, commercial and industrial refrigeration and air conditioning systems.

2.36 "**Refrigeration Mechanic or Serviceperson Grade 2**" means a Refrigeration Mechanic or Serviceperson Grade I who has had not less than one years experience as a tradesperson engaged on complex or intricate circuitry or both.

2.37 "**Refrigeration Mechanic or Serviceperson Grade 3**" means a Refrigeration Mechanic or Serviceperson Grade I who has had not less than 2 years experience as a tradesperson, and possesses a sound working knowledge of refrigeration and air conditioning, electrical control systems to enable the Employee to service, diagnose faults and repair domestic, commercial and industrial refrigeration, air conditioning systems under limited technical supervision.

In addition, to be classified as a Refrigeration Mechanic Grade III, the Employee must demonstrate sufficient working knowledge of electronic controls as applied to refrigeration and air conditioning systems to enable the Employee to identify faulty modules.

2.38 "**Refrigeration Mechanic or Serviceperson Grade 4**" means Refrigeration Mechanic or Serviceperson Grade I, who has had not less than 3 years experience on-the-job as a tradesperson and possesses a sound working knowledge of refrigeration and air conditioning electrical and electronic systems as to enable the Employee to commission, service, diagnose faults and repair domestic, commercial and industrial refrigeration and air conditioning systems.

To be classified as a Refrigeration Mechanic Grade IV, the Employee must have satisfactorily completed a 2 year post trade course in Industrial Electronics.

In addition, to be classified as a Refrigeration Mechanic or Serviceperson Grade IV, a tradesperson may be required to carry out the following duties:

(c) Maintain and repair multi-function printed circuits using circuit diagrams and appropriate test equipment;

(d) Work under minimum supervision and technical guidance;

(e) Provide technical guidance within the scope of the work described in this definition; and

(f) Prepare reports of a technical nature on specific tasks or assignments as directed within the scope of the work described in this definition.

2.39 "**Security Alarm Systems**" means the industry and trades which are connected with the installation, maintenance, monitoring, controlling, repairing or testing of any electrical, electronic or acoustic equipment or device, or any combination thereof which includes any intruder alarm systems incorporating closed circuit television, video or photographic systems, electronic, electro-mechanic access control systems, any computer hardware systems and/or computer software including ancillary equipment or any external or internal lighting device used for any commercial, industrial, domestic or Governmental purpose.

2.40 **"Security/Alarm Technician"** means an adult who holds the UEE31420 Certificate III in Security Equipment or equivalent. A Security/Alarm Technician shall be paid at the equivalent rate of a Communications Tradesperson.

"**Television Antenna Installer/Erector**" means an adult Employee engaged in erecting and/or installing television and other electronic impulse transmitting and/or receiving antennae.

2.41 **"Television/Radio/Electronic Equipment Serviceperson Grade I"** means an adult who has completed an appropriate trades course or who has achieved an equivalent standard of skill and knowledge, and who is engaged on routine servicing work which requires no more than the application of the general trade experience gained through apprenticeship or equivalent training on-the-job.

2.42 "**Television/Radio/Electronic Equipment Serviceperson Grade 2**" means a Television/Radio/Electronic Equipment Serviceperson Grade I who has had not less than one years experience, as a tradesperson, working on visual and/or sound receiving, recording and/or reproduction devices and associated equipment and associated electronics products.

2.43 "**Television/Radio/Electronic Equipment Serviceperson Grade 3**" means a Television/Radio/Electronic Equipment Serviceperson Grade II who has completed an appropriate trade course which includes instruction in electronic products and who has achieved an equivalent standard of skill and knowledge through 2 years experience in the industry or through a special course of tuition, and is required to diagnose and rectify faults in electronics equipment and/or similar apparatus.

2.44 "**Television/Radio/Electronic Equipment Serviceperson Grade 4**" means a Television/Radio/Electronic Equipment Serviceperson working at a level beyond that of a Television/Radio/Electronic Serviceperson Grade III, who is engaged in applying their knowledge and skills to the tasks of installing, repairing, maintaining, servicing modifying, commissioning, testing, fault finding and diagnosis of various forms of machinery and equipment which are electronically controlled by complex digital and/or analogue systems utilising integrated circuitry. The application of this skill and knowledge would require an

overall understanding of the operating principles of the systems and equipment on which the tradesperson is required to carry out their tasks.

To be classified as a Television/Radio/Electronic Equipment Serviceperson Grade IV, a tradesperson must have at least 3 years on-the-job experience as a tradesperson in electronic systems utilising integrated circuits, and in addition, must have satisfactorily completed a post trades course in electronics to at least 2 years part-time study.

In addition, to be classified as a Television/Radio/Electronic Equipment Serviceperson Grade IV, a tradesperson must be capable of:

(a) Maintaining and repairing multi-function printed circuitry, using circuit diagrams and test equipment
(b) Working under minimum supervision and technical guidance.
(c) Providing technical guidance within the scope of the work described in the definition.
(d) Preparing reports of a technical nature on specific tasks or assignments as directed and within the scope of the work described in this definition.

2.45 **"Television/Radio/Electronic Equipment Serviceperson Grade 5"** means a Television/Radio/Electronic Equipment Serviceperson working at a level beyond that of a Television/Radio/Electronic Equipment Serviceperson Grade IV who, in addition to the requirements of the Television/Radio/Electronic Equipment Serviceperson Grade IV, must have one additional year on-the-job experience as a tradesperson working on electronic systems, but, who in addition, is required to maintain and repair multi-function printed circuitry using diagrams and test equipment.

To be classified as a Television/Radio/Electronic Equipment Serviceperson Class V, a tradesperson must be engaged in applying their skills and knowledge to the tasks of design, modifying, testing and diagnosis of complex electronic systems related to radio and communications equipment.

2.46 **"Television Mechanic"** will mean an Employee who is mainly employed to assemble and/or repair and/or service and/or test television receiving sets and/or parts.

2.47 **"Truck Attendant"** will mean an Employee who is part of a gang which performs electrical work and who during the course of their work, assisting electrical Journeypersons, is required as a minor part of their duties to drive vehicles under 6 tonnes used in connection with the work of the gang.

2.48 **"Trades Assistant"** is an employee at this level who performs manual functional support duties under routine supervision. The employee may work in one of a range of duties including labouring or assisting trades-persons or Asset Inspector assistant/Trainee. This Employee may possess additional vocational qualifications that assist the employer to more effectively complete work requirements. These qualifications may include:

- EWP,
- Bobcat,
- Inexperienced excavator operator,
- Inexperienced crane operator,

- JLG, and
- Dogman

SKILL STREAMS

The Agreement provides a career path in 5 broad skill streams within the electrical/electronic industry:

Stream One - Electrical (Construction/Service/Workshop)

(a) This includes all electrical work normally associated with the work of an Electrical Mechanic, Electrical Fitter, Electrician - Special Class and Electronic Tradesperson.

(b) It includes electronic work to the extent that Electrician - Special Class and Electronic Tradesperson undertake electronic work as defined.

Stream 2 - Electronic Service

(a) This includes the work within the definitions of:

(i) Electronic Equipment Tester/Installer;

(ii) Television Antenna Installer/Erector;.

(iii) Alarm/Security Tester;

(iv) Electronics Serviceperson;

(v) Television/Radio/Electronic Serviceperson;

(vi) Alarm/Security Technician.

(b) The Electronic Service Stream will cover all types of electronic work not requiring the full range of skills and training of an electrical tradesperson. It includes, but is not limited to the following:

(i) computers, peripherals and other electronic equipment;

(ii) fire alarms, Security Alarm Systems and surveillance systems;

(iii) communications equipment and radio/television/public address systems.

Stream 3 - Instrumentation

This stream includes instrument and instrumentation work normally associated with the work of Instrument Tradespeople, Electrical/Instrument Tradespeople, Instrument Trades - Complex Systems and Instrumentation and Controls Tradespeople.

Stream 4 - Refrigeration/Air Conditioning

This stream includes work in or in connection with electrically operated refrigeration and air-conditioning, plant, equipment or systems.

Stream 5 - Lines/Cable Work (Power Distribution)

This stream includes all the work normally associated with the work of Linespersons and/or Cable Jointers and work in or in connection with, or incidental to the making, installation and maintenance of electrical distribution lines and systems.

MINIMUM RATES OF PAY UNDER THIS POLICY

Irrespective of and Employee's classification under this Policy (except for Apprentices), the minimum rates of pay shall be EW4 or higher.

83. SECTION C – TRAINING

COMMITMENT TO TRAINING

The parties to this Agreement recognise that in order to increase the efficiency and productivity of the Electrical Contracting Industry, a continuing commitment to training and skill development is required. Accordingly, the parties commit themselves to:

(a) developing a more suitably skilled and flexible workforce;

(b) providing Employees with career opportunities through appropriate training to acquire additional skills; and

(c) removing barriers to the utilisation of skills acquired.

Within 6 months of the approval of this agreement by the Fair Work Commission, a training committee will be established. That training committee will be constituted by equal numbers of Employer and Employee representatives and have a charter which clearly states its role and responsibilities, for example.

(a) formulation of a training programme and availability of training courses and career opportunities to Employees;

(b) dissemination of information on the training programme and availability of training courses and career opportunities to Employees;

(c) the recommending of individual Employees for training and reclassification;

(d) monitoring and advising management and Employees on the on-going effectiveness of the training.

Additional training

Where through a training committee and with the Employee concerned, it is agreed that the additional training in accordance with the programme developed should be undertaken by an Employee, that training may be undertaken either on or off the job:

Provided that if the training is undertaken during ordinary working hours the Employer concerned will not unreasonably withhold such paid training leave.

Where agreed additional training is undertaken by an Employee, any costs associated with standard fees for prescribed courses and prescribed textbooks (including those textbooks which are available in the Employer's technical library) incurred in connection with the undertaking of training will be reimbursed by the Employer upon production of evidence of such expenditure:

Provided that reimbursement will also be on an annual basis subject to the presentation of reports of satisfactory progress.

Travel costs incurred by an Employee undertaking agreed additional training in accordance with this clause, which exceed those normally incurred travelling to and from work, will be reimbursed by the Employer.

SKILL DEVELOPMENT

The Company acknowledges the changing pace of technology in the construction/electrical contracting industry and the need for Employees to understand those changes and have the necessary skill requirements to keep the Company at the forefront of the industry.

The parties to this Agreement recognise that in order to increase the efficiency, productivity and competitiveness of the Company, a commitment to training and skill development is required. Accordingly, the parties commit themselves to:

(a) Developing a more highly skilled and flexible workforce.

(b) Providing Employees with career opportunities through appropriate training to acquire the additional skills as required by the Company.

Taking into account:

(a) the current and future skill needs of the Company;

(b) the size, structure and nature of the Company; and

(c) the need to develop vocational skills relevant to the Company and the Electrical Contracting Industry.

The Company is committed to developing and implementing skills formation opportunities for its workers covered by this Agreement.

Specific training will be given to all Employees who, through promotion or changing job roles, need training in specific areas. Training provided by the Company has traditionally been carried out during normal working hours.

The Company will pay for course fees and training time for Company required courses. Special courses requested by Employees will be assessed on a Company-needs basis. Suitable arrangements and provision of costs will then be determined. Out of hours training time for these courses will not be paid by the Company.

Where a course (such as a cabling course) has a licence requirement which is beneficial to the Company, the Company will pay for the course fee, manuals, materials, books and updates. Licence renewal will be the responsibility of the Employee.

QUALITY ASSURANCE

The parties endorse the underlying principles of the Company's quality management system, which seeks to ensure that its services are provided in a manner which best conforms to the requirements of the contract with its customer. This requires the Company to establish and maintain, implement, train and continuously improve its procedures and processes, and the Employees to follow the procedures, document their compliance and participate in the improvement process. In particular, this will require Employees to regularly and reliably fill out documentation and checklists to signify that work has been carried out in accordance with requirements. Where necessary, training will be provided in these activities.

CONSTRUCTION WIRING COURSE

Where the Employer is responsible for the installation of Construction wiring, such wiring will comply with the appropriate standards being AS:NZ/3012, AS:NZ/3000 AS/1680 & AS/2293.2.

On each site, the Employer will nominate electrician/s responsible for the Construction Wiring on each site.

Those nominated electrician/s responsible for Construction Wiring will attend and successfully complete that agreed accredited training course delivered by an accredited training provider.

The Employer will release relevant Employees during normal working hours without loss of pay to attend such training.

MULTISKILLING

It is a condition of this agreement that all Employees understand and accept that they may be required to undertake a variety of tasks, both skilled and semi-skilled (for example, welding brackets, painting brackets or carrying out some other task) which are not specifically within their trade provided the task is within the Employee’s competencies. The work will be incidental to the primary duties of the Employee’s classification.

The relevant National and State Industry Training Advisory Boards, covering the vocational areas of electro-technology (electrical and electronics), will have the responsibility, with the support of the

industrial parties, for the development of training packages and accredited training products for endorsement by the Australian National Training Authority or the State Training Authorities and the provision of advice and assistance to the Australian National Training Authority and the State Training Authorities in respect of matters relating to training in the industries and callings covered by this Agreement including, but not limited to, the following:

(a) qualifications, units of competency and accredited training products;

(b) competency and other training and skills standards;

(c) industry endorsed training courses;

(d) underpinning knowledge and skills;

(e) on-the-job training guidelines.

TRAINING PAYMENTS

(a) The Company will make payments to Jetco Inc for the purposes of providing training funds for Employees for skills within the Queensland Electrical Contracting Industry ("the training contribution").

(b) The training contribution will be a total amount being the sum of $15 per pay period per Employee, inclusive of casuals but excluding apprentices, employed by the Company who have worked 19 hours or more in the pay period concerned.

(c) The parties agree that due to the important nature of apprentices development the Employer will contribute $10.00 a week to the JETCO training fund for each apprentice. Only apprentices who work more than 19 hours a week will qualify for this payment. (This payment does not entitle apprentices access to redundancy payments over and above those stated in the NES or in the specific circumstances as detailed in this Policy.

(d) For the purposes of (b) all periods of authorised leave are to be treated in the same manner as if the Employee concerned had worked during the period of authorised leave.

(e) The training contribution is in addition to the payments provided for under the relevant section of the Policy called "Redundancy".

(f) The training contribution is to be made to Jetco Inc on or before the 15th of each month.

(g) The maximum training contribution inclusive of tax payments (if any) required to be made in relation to Fringe Benefits Taxation will be $10 per pay period per Employee.

(h) No Employee will, pursuant to this clause, be entitled to receive any payment from the Company directly or indirectly, provided that Employees will be entitled, subject to Jetco Inc's agreement, to recover from Jetco Inc reimbursement of approved training costs.

TRAINING PAYMENT (per week)					
All Employees, other than Apprentices					
	On commencement	1 July 2024	1 July 2025	1 July 2026	1 July 2027
	$15	$15	$15	$15	$15
Apprentices					
	$10	$10	$10	$10	$10

JETCO

Jetco Inc's purpose is to advance the electrical trades sector through enabling innovative, needs based, leading edge solutions to training, industry leadership development, workplace health and safety, and Employee engagement particularly by enabling future orientated skills and competencies development. Jetco Inc's core business objectives are:

- increasing the electrical trades sector competency and professionalism;
- improving worker career opportunities and satisfaction; and
- building the sector's workforce of the future.

In addition to the amounts set out above, for Employees working on a Commercial Construction Work Site the Employer agrees to support Jetco Inc by contributing for each such Employee, including casuals, apprentices, the weekly amount of $10 per week.

ADDITIONAL JETCO PAYMENT					
	On commencement	1 July 2024	1 July 2025	1 July 2026	1 July 2027
	$10	$10	$10	$10	$10

To avoid all doubt, this amount is paid in addition to ALL PAYMENTS set out above.

Contributions will continue to be paid on behalf of an Employee during any period of authorised leave.

Administrative Arrangements

The Company will, for administrative purposes only, remit the Redundancy Fund payment and the training payments referred to in this clause as one sum of money, and a receipt will be a sufficient receipt for determining compliance.

84. SECTION D – OTHER ALLOWANCES

In addition to the payment of wages the following allowances will be paid. Where appropriate these allowances will form part of the ordinary weekly wage for all purposes of the agreement. (e.g. overtime, sick pay, annual leave, statutory holidays etc.).

Except where otherwise provided in this Agreement, all allowances will remain fixed for the duration of the Agreement.

For the purposes of this agreement building construction work will be deemed to include all electrical work carried out during the construction of new buildings, the construction of additions to existing buildings and the necessary alterations to existing buildings to make them conform to any new additions and the demolition of buildings.

Site Allowance

(a) *Commercial Construction Work Division*

All Employees who are working on a Commercial Construction Work Site will be paid the following Site Allowance.

The scale of hourly site allowance is:

Total Construction Contract Value in Millions of Dollars			Hourly Site Allowance
100	To	200	**$3.50**
200	To	300	**$4.50**
300	To	400	**$5.00**
400	To	500	**$5.50**
500	To	600	**$6.00**
600	To	700	**$7.00**
700	To	800	**$8.00**
800	To	900	**$9.00**
900	To	$1bil	**$10.00**
$1bil and over			**$11.00**

Conditions of payment

The allowance detailed above will be paid as a flat amount for each hour worked and will remain unaltered for the duration of the project.

The total construction contract value is the total cost of all works associated directly or indirectly with the construction project and is not limited to the contract value of the company.

The site allowance compensates for all special factors and/or disabilities on a project and is in lieu of the following special rates - confined space, wet work, dirty work, second hand timber and fumes.

The allowance is not subject to any premium or penalty and will compensate for all disabilities associated with that worksite.

The allowance detailed above will be paid as a flat amount for each hour worked and will remain unaltered for the duration of the project.

Height money

Employees, other than linespersons and their assistants, required to perform work at a height from 15.25 metres to 22.87 metres from the ground or low-water level or nearest horizontal plane will be paid in accordance with the table below the following payment per week extra.

From approval	From 1 July, 2024	From July 1 2025	From July 1 2026	From 1 July 2027
$17.67 per week	$18.55 per week	$19.47	$20.45	$21.47

Employees required to perform work at a height of over 22.87 metres from the ground or low-water level or nearest horizontal plane will be paid in accordance with the table below the following payment per week extra.

From approval	From 1 July, 2024	From 1 July 2025	From 1 July 2026	From 1 July 2027
$26.57 per week	$27.90 per week	$29.29 per week	$30.75 per week	$32.28

In addition to the payment of wages the following allowances will be paid. Where appropriate these allowances will form part of the ordinary weekly wage for all purposes of the agreement. (e.g. overtime, sick pay, annual leave, statutory holidays etc.).

Except where otherwise provided in this Agreement, all allowances will remain fixed for the duration of the Agreement.

Building construction work (All Purposes Allowance)

For the purposes of this agreement building construction work will be deemed to include all electrical work carried out during the construction of new buildings, the construction of additions to existing buildings and the necessary alterations to existing buildings to make them conform to any new additions and the demolition of buildings.

Emergency work

Employees called out on emergency work will be entitled to payment for such work from the time of leaving home to commence that work until they return home from such work, but they must return home within a reasonable time, and payment will be calculated accordingly, but such payment will not be less than 3 hours wages at ordinary rates.

First aid person

When an Employee, who holds an appropriate First Aid Certificate is appointed by the Employer as a First Aid Attendant they will be paid in accordance with the table below, in addition to their ordinary rates.

From approval of the Agreement	From 1 July 2024	From 1 July 2025	From 1 July 2026	From July 2027
$21.80	$22.89	$24.03	$25.23	$26.49

Leading hand

In addition to the wages prescribed by this Agreement, and in accordance with the wage rates set out in the relevant sections in this Policy, Leading Hands will be paid an additional all-purpose allowance each week where these Employees are employed for not less than 36 hours per week inclusive of statutory holidays and an all-purpose daily rate when required to work less than 36 hours.

This additional payment will be paid for all purposes of the Agreement and will be regarded as part of the wage of the Employee concerned and will be taken into consideration in the computation of overtime, payment for annual leave, sick leave, statutory holidays, weekend work etc.

Foreperson

In addition to the wages prescribed by this Agreement, and in accordance with the wage rates set out in the relevant sections of this Policy, Forepersons Grade 1 and Forepersons Grade 2 will be paid an additional all-purpose allowance each week.

This additional payment will be paid for all purposes of this Policy and will be regarded as part of the wage of the Employee concerned and will be taken into consideration in the computation of overtime, payment for annual leave, sick leave, statutory holidays, weekend work etc

Live sewer work

Tradespersons and their assistants engaged on live sewer work will be paid at the rate of time and a half for such work.

For this purpose "live sewer work" will mean work carried out in situations where there is direct aerial connection with a sewer, through which sewerage is flowing. The term will include mechanical and electrical equipment installed in association with any such sewer or sewerage pumping station or treatment works, but will not apply to routine maintenance which does not require the dismantling of pumps etc. The term will also include a minimum payment of one hour for work on pumps after removal from a pumping station or treatment works for cleaning or stripping.

Where aerial connection with a sewer is blocked by a disc, plug, valve, water seal or other means, the live sewer rate will not apply.

Employees who are, on any day, required to carry out work in connection with the release of blockages in sewerage lines and connections thereto (including pumps) will be paid not less than 4

hours at time and a half during ordinary hours or at the appropriate rate for overtime. All times involved in travelling to and from such operations will be deemed to be time worked for this purpose:

Provided that the relevant sections of this Policy in relation to "Construction, Reconstruction, Alteration, Repair and/or Maintenance Work" will not apply when Employees are engaged on live sewer work.

Motor vehicles drawing trailers

Employees driving a motor vehicle to which a trailer is attached will be paid in addition to the rates prescribed herein the extra applicable amount set out hereunder:

(a) $1.89 per day when drawing a loaded single axle trailer.

(b) $1.05 per day when drawing an empty single axle trailer.

(c) $2.63 per day when drawing a loaded trailer with more than one axle.

(d) $1.37 per day when drawing an empty trailer with more than one axle:

Provided that:

(i) When in any day an Employee drives a motor vehicle drawing an empty and a loaded trailer they will be paid for that day the extra rate applicable for such loaded trailer.

(ii) Not more than one trailer will be attached and drawn at any one time.

(iii) The extra payment prescribed herein will not apply to Employees driving articulated vehicles or machinery floats and/or low loaders.

(iv) These allowances will apply only in respect of the drawing of trailers having a loading capacity in excess of .508 tonnes.

(v) The term "trailer" does not include caravans, compressors, concrete mixers, welding plants and road brooms.

For motor vehicles drawing caravans, compressors, concrete mixers or welding plants - An Employee driving a motor vehicle to which any of the following is attached. *viz*.: caravan, compressor, concrete mixer or welding plant, will be paid at the rate of 17c per hour or part thereof whilst so engaged, in addition to their rate of wages prescribed herein.

Multi-storey allowance

A multi-storey allowance will be paid to compensate Employees, engaged on construction on-site, for the disabilities experienced in, and which are peculiar to the construction of multi-storey buildings.

To be clear, , a storey level means structurally completed floor, pillars or columns, and ceiling (not being false ceilings) of a building, and will include basement levels and mezzanine or similar levels (but excluding "half-floors" such as toilet blocks or store rooms located between floors).

A multi-storey allowance in accordance with the table set out below will be payable to all Employees engaged on construction on-site from the commencement of the project where the Project is to exceed four storeys. where the Project is to exceed four storeys.

The commencing point of measurement will be the lowest main floor (including basement floor levels but excluding lift walls and shafts of the building). "Floor level" means that state of construction which, in the completed building, would constitute the walking surface of the particular floor level referred to in the table of payment.

(a) Multi-storey Rate - For work on the construction of multi-storeyed buildings and on engineering construction sites, the following will apply:

	From commencement	1 July 2024	1 July 2025	1 July 2026	1 July 2027
From commencement of building to fifteenth (15) floor level	$1.45	$1.52	$1.60	$1.68	$1.76
From sixteenth (16) floor level to thirtieth (30) floor level	$1.72	$1.81	$1.90	$1.99	$2.09
From thirty-first (31) floor level to forty-fifth (45) floor level	$2.68	$2.81	$2.95	$3.10	$3.25
From forty-sixth (46) floor level to sixtieth (60) floor level	$3.47	$3.64	$3.82	$4.01	$4.21
From sixty-first (61) floor level onwards	$4.23	$4.44	$4.67	$4.90	$5.15

The allowance payable at the highest point of the building will continue until completion of the building. Completion means the building is fully functional and all work which was part of the principal contract is complete

Provided that the exclusion of odd wall panels, sections or windows for the purpose of entrance or exit of materials or the anchoring of cranes, external lifting devices or scaffolding will not prevent the walls of a building being defined as completed.

Qualified Technical Person (QTP) Allowance

Any Electrical Mechanic who holds the qualifications eligible to be granted an Electrical Contractors' Licence, may be named as a QTP to an Electrical Contracting Company.

Where the QTP is required to fulfil the role of endorsee to the Electrical Contracting Company and sign the appropriate paperwork, an all-purpose rate payment of $250 per week.

The Employer will support the QTP in meeting their obligations under the Electrical Safety Act.

The QTP's role will include but not be limited to:

- Investigations of any near miss or incident involving electricity.
- Conduct random inspections of tradesman's work and oversee new tradesman work when they begin.
- Be involved with review and implementation of new testing and commissioning procedures and any other procedure that involves electricity.
- Setting up safe systems of work.

Tool allowance

Employees (other than Apprentices) who possess the minimum tool list as agreed, and supply and use their own tools in the course of their work, will be paid the weekly Tool Allowance applicable hereunder.

From approval of the Agreement	1 July 2024	1 July 2025	1 July 2026	1 July 2027
$40.00	$42.00	$44.10	$46.31	$48.63

Minimum Tool List:

- Tool Box and Lock
- 8 various screwdrivers (all insulated and two Philips head)
- Side Cutters/Knife
- Combination Pliers
- 2 Adjustable Wrenches, Small/Large
- Steel Rule/Steel Tape
- Spanners. (Metric). Set of 6 O/ring combination/full socket set
- Multi Grips/Vice Grips
- Hammer
- Cold Chisel
- Hand Crimping Tool. (Similar to Utilux SKU102-1)
- Full set of Allen keys
- Level
- Battery Operated Drill

- Gas Bottle (79kg)
- Hacksaw
- Conduit cutters
- Battery impact driver
- Needle Nose Pliers
- Plaster Saw
- Tin Snips
- Cable Strippers
- Test lamps

Variations to the above list may be agreed to between the parties.

All precision tools over 30 centimetres in length, files, and hacksaw blades, hand saws, heating appliances, stocks and dies, and pipe grips (over 25 centimetres in length) required in the fitting and repairs shop or in connection with work outside the shop will be provided by the Employer.

(a) An employer will either supply each apprentice with tools of trade of no less than $600 retail value or pay to each apprentice a tool allowance of $600 for each year of their apprenticeship, paid within 3 months of the commencement of each year of the apprenticeship.

(b) All Employees will be allowed such reasonable time as the Employer deems necessary during working hours on the last working day of each week to put their tools, benches and machines in order.

(c) Storage of Tools:

(i) Suitable accommodation will be provided for the preservation of the Employee's tools and clothing.

(d) An electrical worker, whilst engaged on a construction site where they are unable to arrange suitable free storage accommodation for their tools, will be provided with same by the Employer.

(e) Provided further that, where an Employee is absent from work because of illness or accident occurring during working hours, the Employer will ensure that the Employee's tools are either transported to the Employer's premises or are securely stored during their absence.

(f) Compensation for Loss of Tools:

(i) The Company is to provide a "tool list form" for completion by each Employee on commencement. This form may be adjusted from time to time when the Employee increases/decreases his tools.

Where the Company fails to provide the list as mentioned above the Company will be liable for all tools lost, as determined by the Employee affected.

(ii) Where tools are stored at a workplace

Tools stored at a workplace at the direction of the Company and which are lost due to flood, fire or by breaking and entering whilst securely stored in a lockup on major construction sites, a site shed, building or workshop must be replaced by the Company provided that:

(a) the list of those tools has been previously provided to the Company and agreed with by the Company as necessary for work at that workplace; and

(b) the loss is reported to the police.

(i) Where tools are stored in a Company vehicle

Tools stored in a Company vehicle at the Company direction and which are lost due to flood, fire or by breaking and entering or by the vehicle being stolen must be replaced by the Company provided that:

(a) the Employee has taken appropriate precautions to prevent the loss including locking the vehicle and any storage facilities on the vehicle; and

(b) the list of those tools has been previously provided to the Company and agreed with by the Company as necessary for work at that workplace; and

(c) the loss is reported to the police.

Tool replacement will be based upon the same (or equivalent) standard and type to those declared under (i)(A) and (ii)(B).

However, if the Employer has requested the Employee to supply a list of tools kept on the job and the Employee has not supplied such a list the Employer's liability will be limited to a maximum amount of $1000.

Tradespersons allowance

(a) People who hold an Electrical Mechanics Certificate issued by the Electrical Safety Office, or its equivalent, will be paid an additional all-purpose amount for each week of their employment. Such payment is in recognition of the additional responsibilities assumed by such Tradespersons, for testing and connecting their own work, in accordance with the relevant electrical safety legislation.

(b) This Allowance is payable for all purposes of the Policy and is included in the wage rates set out in the relevant sections of this Policy.

Underground work

Employees provided for in this Policy who are employed at or in connection with mines, will be paid, for working underground, 12.5 per cent more than the hourly rate as specified in the wages table.

Additional PPE Allowance

Employees will be paid an additional PPE allowance in compensation for the additional disability for wearing mud boots, respirators and disposable protective suits. The allowance will be $1.70 per hour indexed in line with the yearly increases to other allowances.

Asbestos Allowance

Employees will be paid an Asbestos Allowance for working with asbestos. This allowance will be paid in addition to the PPE allowance where applicable. The allowance will be $1.70 per hour indexed in line with the yearly increases to other allowances.

Tunnelling Allowance

A flat tunnel allowance of $40.00 per day will be paid to all Employees who complete a minimum of an eight (8) hour shift where the Employee is required to work underground. This allowance shall be a flat amount and will not be included in the calculation of overtime, leave or any shift or other loadings.

Technology Allowance

Where the Employer requests and the Employee agrees, an Employee may use their own technology (e.g., mobile phone or tablet), and be paid a weekly technology allowance of $100.00 per week.

85. SECTION F – SALARY SACRIFICE

Upon written request by the Employee, the Company will provide salary sacrifice arrangements to Employees provided the salary sacrifice instruction is and remains lawful under legislation, is consistent with the requirements of the Australian Taxation Office and is limited to additional Employee contributions into superannuation and or income protection insurance to top up or increase benefit levels. All contributions paid in accordance with the provisions of this clause will be paid on a monthly basis.

An Employee may request in writing a maximum of two variations to their salary sacrifice arrangements per year. These variations will be effective from the next contributing month. These contributions can be terminated immediately by the written request of the Employee.

86. SECTION E – REDUNDANCY

Redundancy

Objectives

The objectives of this provision are to:

- Provide sufficient flexibility to effectively address workforce issues arising from the rationalisation of operations and services from time to time, the changing nature of work and/or the rapidly changing environment within which the Employer operates.
- Maintain Employees in employment within the Employer wherever possible.
- Give preference to redeployment and voluntary retrenchment where appropriate.

Consultation before terminations

(a) Where an Employer decides that the Employer no longer wishes the job an Employee has been doing to be done by anyone, and that decision may lead to termination of employment, the Employer will consult the Employee directly affected and their representative/s, if any.

(b) The consultation will take place as soon as it is practicable after the Employer has made a decision and will cover the reasons for the proposed terminations, measures to avoid or minimise the terminations and/or their adverse effects on the Employees concerned. Consultation will include any relevant Employee Representatives and/or Union Delegate/s.

(c) For the purpose of the consultation the Employer will, immediately, provide in writing to the Employees concerned and their representative/s, all relevant information about the proposed terminations including the reasons for the proposed terminations, the number and categories of Employees likely to be affected, the number of workers normally employed and the period over which the terminations are likely to be carried out:

(d) No permanent Employee shall be made redundant under this Agreement where there the Company has engaged casual employees, labour hire or sub-contractors performing comparable/similar work.

(e) The Employer will call for voluntary redundancies before giving effect to any forcible redundancies.

(f) Provided that the Employer will not be required to disclose confidential information, the disclosure of which would be adverse to the Employer's interests.

(g) Provided further that any information provided in relation to this subclause must not breach the provisions of the Privacy Act 1988 or the Act.

Transfer to lower paid duties

(a) Where an Employer offers the Employee an alternative role which is lower paid, and the Employee accepts (noting that the Employee may refuse if the offer is not suitable), the Employee will be entitled to the same period of notice of transfer as the Employee would have been entitled to if the Employee's employment had been terminated.

(b) The Employer may, at the Employer's option, make payment in lieu thereof of an amount equal to the difference between the former amounts the Employer would have been liable to pay and the new lower amount the Employer is liable to pay the Employee for the number of weeks of notice still owing.

(c) The amounts must be worked out on the basis of:

    (i) the ordinary working hours to be worked by the Employee; and

    (ii) the amounts payable to the Employee for the hours including for example, allowances, loadings and penalties; and

    (iii) any other amounts payable under the Employee's employment contract.

Transfer of business

(a) Where a business is, whether before or after the date of insertion of this clause in the Agreement transferred from an Employer (old employer to another Employer (new employer), and an Employee who at the time of such transfer was an Employee of the old employer of the business, becomes an Employee of the new employer:

(i) the continuity of the employment of the Employee will be deemed not to have been broken by reason of such transmission; and

(ii) the period of employment which the Employee has had with the old employer or any prior employer will be deemed to be service of the Employee with the new employer; and

(iii) any accrued personal, annual or long service leave transfers to the new employer.

(b) In this section of the Policy, 'business' includes trade, process, business or occupation and includes a part or subsidiary (which means a corporation that would be taken to be a subsidiary under the Corporations Law, whether or not the Corporations Law applies in the particular case) of any such business and 'transmission' includes transfer, conveyance, assignment or succession whether by agreement or by operation of law and 'transmitted' has a corresponding meaning.

Time off during notice period

(c) Where a decision has been made to terminate an Employee in the circumstances outlined in this clause, the Employee will be allowed one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.

(d) If the Employee has been allowed paid leave for more than one day per week during the notice period for the purpose of seeking other employment, the Employee may be required to provide a statutory declaration.

Notice to Centrelink

Where a decision has been made to terminate Employees the Employer will notify Centrelink as soon as possible giving all relevant information about the proposed terminations, including a written statement of the reasons for the terminations, the number and categories of the Employees likely to be affected, the number of workers normally employed and the period over which the terminations are intended to be carried out.

Notice to CIRT

Where an Employee’s position has been made redundant in the circumstances outlined in this clause the Employer will provide to CIRT any necessary documentation within 24 hours of the decision.

Severance pay

(a) Where the company pays into a redundancy trust fund in accordance with the provision of this Agreement, the company may offset the Employee's entitlement to severance pay by an equivalent amount.

(b) In addition to the period of notice prescribed for ordinary termination in this Agreement, and subject to further order of FWC, an Employee whose employment is terminated for reasons set out in this clause, will be entitled to the following amounts of severance pay:

Period of Continuous Service	Severance Pay (weeks' pay)
Less than 1 year	nil
1 year but not more than 2 years	4
More than 2 years but not more than 3 years	6
More than 3 years but not more than 4 years	7
More than 4 years but not more than 5 years	8
More than 5 years but not more than 6 years	10
More than 6 years but not more than 7 years	11
More than 7 years but not more than 8 years	13
More than 8 years but not more than 9 years	14
More than 9 years but not more than 10 years	16
More than 10 years but not more than 11 years	14
More than 11 years but not more than 12 years	15
More than 12 years	16

(c) 'Weeks' Pay' means the ordinary time rate of pay for the Employee concerned:

Provided that the following amounts are excluded from the calculation of the ordinary time rate of pay: overtime, penalty rates, disability allowances, shift allowances, special rates, fares and travelling time allowances, bonuses and any other ancillary payments.

(d) Apprentice Severance pay

(i) In addition to the period of notice prescribed for ordinary termination in this Policy, an apprentice whose is made redundant and has their training contract cancelled, will be entitled to the following amounts of severance pay:

Period of Continuous Service	Severance Pay (weeks' pay)
Less than 1 year	nil
1 year but not more than 2 years	2
More than 2 years but not more than 3 years	4
More than 3 years but not more than 4 years	6

Employee leaving during notice

An Employee whose employment is terminated for reasons set out in the relevant sections of this Policy, may terminate such employment during the period of notice, and, if so, will be entitled to the same benefits and payments had such Employee remained with the Employer until the expiry of such notice, Provided that in such circumstances the Employee will not be entitled to payment in lieu of notice.

DEFINITIONS

For the purposes of the relevant sections of this Policy:

"**Authorised leave**" will include periods away from work on:

(i) Annual leave;

(ii) Paid personal leave;

(iii) Compassionate leave;

(iv) Public holidays;

(v) Long service leave;

(vi) Parental leave;

(vii) Income protection;

(viii) Rostered days off;

(ix) WorkCover;

(x) Any leave which is paid for by the Employer;

(xi) Any leave pursuant to this Agreement, other than unpaid leave as provided in this Policy, where the period of continuous unpaid leave is greater than 20 days taken at one time; and

(xii) Any leave pursuant to the National Employment Standard, as set out in the Act, but will not include any periods of continuous unpaid leave (and so that there can be no doubt continuous unpaid leave is a form of leave which does not fall into one of the categories set out as (i) to (xiii)) greater than 20 days leave taken at one time.

"**Date of Certification**" means the date of certification of this Agreement.

"**Division**" means one of the following:

Commercial Construction Division (SEQ) "**Redundancy**" for the purposes of this clause means where the Company no longer requires the work which the Employee has been performing to be performed by anyone and this leads to termination of employment, but redundancy does not include:

(i) termination by the Employee by voluntary resignation, retirement, death or permanent disability or abandonment; or

(i) termination by the Company for disciplinary reasons.

"**Redundancy Fund**" means an approved Employee entitlement fund such as the Contracting Industry Redundancy Trust (Queensland);

"**Pay period**" will mean the period of not more than 7 days over which an Employee's entitlement to remuneration is accrued.

(a) It is specifically agreed between the Company and the Employees that there will be no action taken to contrive redundancy where situations of genuine redundancy do not exist.

REDUNDANCY PAYMENTS

(a) All Employees, inclusive of casuals, are entitled to redundancy benefits through payments made by the Employer to the Redundancy Fund ("the Redundancy Fund payment") by the Company on their behalf as set out in the relevant sections of this Policy. All contributions paid in accordance with the provisions of this clause will be paid on a monthly basis.

(b) The entitlement to the Redundancy Fund payment for a pay period will arise when the Employee has worked 19 hours or more during a pay period provided that all periods of authorised leave are to be treated in the same manner as if the Employee concerned had worked during the period of authorised leave.

(c) In circumstances where an Employee's entitlement to the Redundancy Fund payment arises whilst the Employee is on authorised leave then the Redundancy Fund payment will be made in the same quantum as the Redundancy Fund payment paid by the Company in relation to the Employee for the pay period immediately preceding the commencement of the authorised leave.

(d) The Company will at the time of termination:

(i) provide a Redundancy Fund "certificate of employment" to the Employee with the Employee's termination payment, within 4 working days;

(ii) ensure all contributions owing to Redundancy Fund in relation to the Employee are paid up to date; and

(iii) complete a certificate of employment on the form provided by Redundancy Fund to certify the length of the Employee's employment with the Company and to forthwith forward that certificate to Redundancy Fund .

(e) When an Employee's employment is terminated by the Company on account of redundancy the Company will pay to the Employee a lump sum that equals the amount the Company is obliged to pay pursuant to the relevant industrial instrument in regard to redundancy less any credits in the Employee's account in Redundancy Fund , provided that if the Company's obligation in relation to redundancy pursuant to the relevant industrial instrument is equal to or less than the credits in the Employee's account in Redundancy Fund , then the Company will not be liable for any further payments in relation to redundancy pursuant to the relevant sections of this Policy.

(f) All Redundancy Fund payments must be paid to Redundancy Fund on or before the 15th of each month.

(g) The Redundancy Fund payment will be deemed to be inclusive of tax payments (if any) required to be made in relation to Fringe Benefits Taxation.

	REDUNDANCY PAYMENT PER WEEK				
	On commencement	**1st July 2024**	**1st July 2025**	**1st July 2026**	**1st July 2027**
Employer Contribution	$120	$126	$138	$151	$165
Apprentices	$10	$10	$10	$10	$10

87. SECTION F – SUPERANNUATION

In addition to the rates of pay prescribed by Section A all eligible Employees will be entitled to Superannuation provisions, as prescribed in this Policy.

In the absence of an Employee having an existing superannuation fund, or nominating a superannuation fund, the Employer will make contributions to CBUS as the default fund until such time as an Employee superannuation standard choice form is returned.

All Superannuation contributions will be paid as required by the trust deed of CBUS.

Superannuation for Employees must be paid in accordance with the provisions of this clause and the relevant sections of this policy that applies to the employment of the Employee. Where there is an inconsistency between this clause and other relevant sections of the Policy, the other relevant sections will apply, except where the superannuation guarantee levy contribution rate set by Commonwealth legislation exceeds the rate set out in this Policy. In such a case the superannuation guarantee levy contribution rate will apply.

Apprentices must have Superannuation contributions paid into their account a contribution that is equal to the provision of the Superannuation contributions in the Superannuation Guarantee Legislation.

All contributions paid in accordance with the provisions of this clause will be paid on a monthly basis.

DEFINITIONS

(a) **"Eligible Employee"** will mean an Employee, including an apprentice, engaged to work under the terms and conditions of this Agreement.

(b) **"The Plan"** will mean CBUS or its successor.

(i) **“Ordinary time earnings”** will mean the ordinary time rate of pay the Employee receives for their ordinary hours of work, including:

1. all work related allowances such as tool allowance, tradesperson's allowance, licence Qualified Technical Person (QTP), service increment, construction, reconstruction, alteration and repair and/or maintenance work allowances;
2. shift loading, qualification allowance (e.g. first aid), district/location allowances, leading hand allowances, forepersons allowance, and other supervisory allowances, mobility allowance; and
3. special rates including asbestos eradication allowances, multi-storey allowances, including service core allowance, height money, disability allowances such as live sewer allowance, special sites allowance and underground work allowance.

Contributions

Employer

Subject to the provisions set out in the relevant sections of this Policy, the Employer will make minimum contributions of an amount equal to the minimum superannuation guarantee levy. Further adjustments to the percentage contribution will be made in accordance with the Superannuation Guarantee (Administration) Act 1992 (Cth). Each payment of contributions will be rounded off to the nearest 10 cents.

Employee Co- Contribution

All Employees will contribute to their own superannuation fund through co-contribution in accordance with the provisions set out in the relevant sections of this Policy. This co-Contribution will be a salary sacrifice contribution.

It is the Employee’s responsibility to advise the Employer should they not wish to co contribute to their own Super account. This must be done in writing by the Employee and specify a date at which the co-contributions are to cease.

The Employer is still obligated to pay the appropriate superannuation amount in accordance with this agreement and at law. The Employee’s co-contribution is an amount in addition to the Employer’s contribution.

Contributions for part-time or casual Employees, provided they are employed for a minimum of 10 hours per week or 40 hours per month, will be on the same basis as full-time Employees.

Cessation of Contributions

Employee eligibility for contributions to the Plan will cease at the end of the last day of employment with an Employer. The Employer will not be required to make any further contributions to the Plan after such date.

Regular Payment

The Employer will regularly pay the contributions outlined in this clause to the credit of each such Employee in accordance with the requirements of the Approved Fund Trust Deed, but in any event at least once in each calendar month. Where contributions have not been paid within 31 days from the

end of the month in which the last Company contribution was made Employees may access the disputes procedure of this Agreement to rectify the lapse.

Absences from Work

Contributions will continue to be paid on behalf of an eligible Employee during any absences on paid leave including Annual Leave, Long Service Leave including Q Leave, Public Holidays, Domestic and Family Violence Leave, Personal Leave and Bereavement Leave, but the Employer will not be required to pay superannuation contributions on behalf of any eligible Employee during any unpaid absences, except in the case of absence on workers' compensation or income protection. In the case of Workers' Compensation, the Employer will contribute in accordance with relevant sections of this Policy. To avoid all doubt, Employees accessing unpaid leave in accordance with the relevant sections of this Policy are not eligible Employees for the purposes of this clause.

	SUPERANNUATION (per week)				
	On commencement	**1st July 2024**	**1st July 2025**	**1st July 2026**	**1st July 2027**
Employer Contribution	$323	$339	$356	$374	$393
Employee Co-contribution	$70	$70	$70	$70	$70

Salary Sacrifice

Upon written request by the Employee, the Company will provide salary sacrifice arrangements to Employees provided the salary sacrifice instruction is and remains lawful under legislation, is consistent with the requirements of the Australian Taxation Office and is limited to additional Employee contributions into superannuation and or income protection insurance to top up or increase benefit levels. All contributions paid in accordance with the provisions of this clause will be paid on a monthly basis.

An Employee may request in writing a maximum of two variations to their salary sacrifice arrangements per year. These variations will be effective from the next contributing month. These contributions can be terminated immediately by the written request of the Employee.

88. SECTION G - INCOME INSURANCE

The Employer will maintain income protection insurance (sickness and injury) for Employees covered by this Agreement.

The following fund will be used for the purposes of the provision of Income Protection insurance:

Electrical classifications: Windsor Income Protection

For Employees employed in the Commercial Construction Work Division the employer will contribute the following amounts (inclusive of GST) for each of the following Employees as the premium charged for Income Protection:

Premiums will continue to be paid during any absences on paid leave including Annual Leave, Long

	Rates (Inclusive of Stamp Duty)					
		1-Jul-23	1-Jul-24	1-Jul-25	1-Jul-26	1-Jul-27
Electrician	100%	$ 40.13	$ 42.93	$ 45.08	$ 47.34	$ 49.70
Apprentice Year 1	36%	$ 14.38	$ 15.39	$ 16.15	$ 16.96	$ 17.81
Apprentice Year 2	43%	$ 17.22	$ 18.43	$ 19.35	$ 20.31	$ 21.33
Apprentice Year 3	52%	$ 20.73	$ 22.18	$ 23.29	$ 24.46	$ 25.68
Apprentice Year 4	60%	$ 24.08	$ 25.76	$ 27.05	$ 28.40	$ 29.82
Adult Apprentice Year 1	55%	$ 22.07	$ 23.61	$ 24.79	$ 26.03	$ 27.34
Adult Apprentice Year 2	59%	$ 23.57	$ 25.22	$ 26.49	$ 27.81	$ 29.20
Adult Apprentice Year 3	62%	$ 24.74	$ 26.48	$ 27.80	$ 29.19	$ 30.65
Adult Apprentice Year 4	67%	$ 26.75	$ 28.62	$ 30.05	$ 31.56	$ 33.14
	Maximim Benefit (Per Week)					
		1-Jul-23	1-Jul-24	1-Jul-25	1-Jul-26	1-Jul-27
Electrician	100%	$ 2,400.00	$ 2,500.00	$2,600.00	$2,700.00	$2,800.00
Apprentice Year 1	36%	$ 860.00	$ 960.00	$1,060.00	$1,160.00	$1,260.00
Apprentice Year 2	43%	$ 1,030.00	$ 1,130.00	$1,230.00	$1,330.00	$1,430.00
Apprentice Year 3	52%	$ 1,240.00	$ 1,340.00	$1,440.00	$1,540.00	$1,640.00
Apprentice Year 4	60%	$ 1,440.00	$ 1,540.00	$1,640.00	$1,740.00	$1,840.00
Adult Apprentice Year 1	55%	$ 1,320.00	$ 1,420.00	$1,520.00	$1,620.00	$1,720.00
Adult Apprentice Year 2	59%	$ 1,410.00	$ 1,510.00	$1,610.00	$1,710.00	$1,810.00
Adult Apprentice Year 3	62%	$ 1,480.00	$ 1,580.00	$1,680.00	$1,780.00	$1,880.00
Adult Apprentice Year 4	67%	$ 1,600.00	$ 1,700.00	$1,800.00	$1,900.00	$2,000.00

Service Leave including Q Leave, Public Holidays, Domestic and Family Violence Leave, Personal Leave, Bereavement Leave and any approved unpaid absences, including any absence on workers' compensation.

89. SECTION H – TECHNOLOGY

To assist in the company's commitment to health and safety, security of company assets and reduce the Employer's insurance premiums the Employer may install monitoring and surveillance equipment, including GPS, at the workplace and in company vehicles.

Prior to the Employer installing such equipment they will inform the Employees in writing, by posting a notice at the workplace. The written notice will state the type of equipment being installed and the date/s of the installation. The company will then enter into a period of consultation with the workforce

to help identify issues of concern with the implementation of new technology into the day to day operations of the company. This consultation may include but not be limited to discussion around training, security and changes to current work methods. This period of consultation should be no less than one month.

New Employees will be notified of any monitoring equipment during their induction.

If an Employee is using the Employer's equipment and is monitored acting in an unlawful manner and/or a manner that is contrary to this agreement and the employment relationship the Employee's conduct will be investigated and disciplinary action, including termination, may result.

The Employee has the right to respond to any claims against them and the Employee has the right to seek representation at any time during the investigation process and at any disciplinary meetings.

Where any of the above devices incorporate features which allow for remote monitoring or recording of geographical location or movement (such as GPS devices) then the company must gather further evidence relating to the Employees conduct, during the investigation and will not solely rely on the evidence gathered from the monitoring and surveillance equipment to terminate the Employee.

The Employer's preference is to supply all technology required to be used by Employees over the course of their employment (including for signing in and timesheets). Where the Employer and Employee agree, an Employee may use their own technology. In such circumstances, the Employee shall be paid the phone allowance referred above.

Facial recognition technology shall not be used on any Site for the life of this Agreement.

The Employer's preference is to supply all technology required to be used by Employees over the course of their employment (including for signing in and timesheets). Where the Employer and Employee agree, an Employee may use their own technology. In such circumstances, the Employee shall be paid the phone allowance referred above.

Where the completion of timesheets includes attributing codes/hours to various tasks this work shall be performed during work time.

90. SECTION I

INDUCTIONS

This clause applies where an Employee is required to successfully complete a Site Induction Program (SIP). Current Employees or Employees at anytime, may be required at the Company's discretion to undertake refresher courses.

The SIP will be conducted at a central location provided for by the Company. The Company reserves the right to alter the duration of the program and to conduct further and/or refresher programs at any time and when the Company considers it necessary.

After successful completion of the SIP, each Employee, at the Company's discretion, may be issued with a Personal Site Identification Pass (PSIP).

At each induction program arranged by the Company where more than 5 persons are programmed to be in attendance, the Company will invite an Official of the relevant Union to participate in the induction program on the basis that the Official will be allowed reasonable time, as agreed in advance, to explain the need for compliance with the Disputes Avoidance Procedure and report on all or any other matters directly or indirectly associated with the making or operation of this Agreement.

Where an Employee has successfully completed an induction program remotely (for instance online at home), then the Employer will make a payment equivalent to a reasonable amount of time taken to successfully complete the induction program at overtime rates. A reasonable amount of time will have regard to the content and complexity of the program.

Where an Employee is directed to attend another Site and is required to complete another Site Induction Program, the Employee will either perform this work during work time or will be paid at overtime rates.

91. SECTION J - MINIMUM OVERTIME PAYMENT

Overtime will be paid at the applicable overtime rate. Overtime, whether rostered in advance or otherwise, will attract a minimum payment equivalent to two hours at double time. For clarity, if an Employee is rostered to perform one hour’s overtime they shall be paid the minimum payment of two hours at double time.

92. SECTION K – OTHER TERMINATION OBLIGATIONS

Statement of employment

The Employer will, in the event of termination of employment, provide upon request to the Employee who has been terminated a written statement specifying the period of employment and the classification or type of work performed by the Employee.

Termination by Employer

The Employer may dismiss an Employee only if the Employee has been given the following written notice:

Period of Continuous Service	Period of Notice
Not more than 1 year	1 week
More than 1 year but not more than 3 years	2 weeks
More than 3 years but not more than 5 years	3 weeks
More than 5 years	4 weeks

In addition to the notice in (a) above, Employees 45 years old or over and who have completed at least 2 years' continuous service with the Employer will be entitled to an additional week's notice.

Payment in lieu of notice will be made if the appropriate notice is not given, provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof. The period of notice will not include any period of leave, Rest & Recreation (R&R) or RDOs.

In calculating any payment in lieu of notice the minimum compensation payable to an Employee will be at least the total of the amounts the Employer would have been liable to pay the Employee if the Employee's employment had continued until the end of the required notice period. The total must be worked out on the basis of:

(i) the ordinary working hours to be worked by the Employee; and

(ii) the amounts payable to the Employee for the hours including for example allowances, loadings and penalties; and

(iii) any other amounts payable under the Employee's employment contract.

The period of notice will not include any period of leave, Rest & Recreation (R&R) or RDOs. For clarity (and to avoid all doubt) this means that where an Employee is on a period of leave (or R&R or RDOs) and the employer provides the Employee with notice, the period of notice does not commence until such time as the period of leave (R&R or RDOs) has finished.

The period of notice in this clause will not apply in the case of dismissal for serious misconduct, or in the case of a casual Employee, or an Employee engaged by the hour or day, or an Employee engaged for a specific period or task/s.

Notice of termination by Employee

The notice of termination required to be given by an Employee will be the same as that required of the Employer as set out above.

Time off during notice period

During the period of notice of termination given by the Employer, an Employee will be allowed up to one day's time off, without loss of pay, for the purpose of seeking other employment. This time off will be taken at times that are convenient to the Employee after consultation with the Employer.

93. SECTION L

EMPLOYEE REPRESENTATIVES' RIGHTS

The Employer will recognise the following rights of an Employee representative:

(a) The right to be treated fairly and to perform their role as an Employee representative without any discrimination in their employment;

(b) The right to be consulted and to have access to relevant information about the workplace and the Employer, including in relation to health and safety issues and any flexibility arrangements agreed to in accordance with the relevant sections of this Policy, provided that access to such information is not in breach of the provisions of the Privacy Act 1988 or the Act;

(c) The right to paid time to represent the interests of Employees whom they represent including to the Employer, the Union and/or industrial tribunals. Such paid time will be paid inclusive of all allowances the Employee would normally receive;

(d) The right to paid time during normal working hours to deal with matters pertaining to the employment of Employees they represent. Such paid time will be paid inclusive of all allowances the Employee would normally receive;

(e) The right to paid time to attend accredited industrial and dispute resolution education and training, and industry-based conferences, during normal working hours. Such paid time will be paid inclusive of all allowances the Employee would normally receive;

(f) The right of access to private telephone, facsimile, post, photocopying, Internet and email facilities on major projects (and elsewhere where practicable) for the purpose of carrying out their role as Employee representatives under this Agreement;

(g) The right to place information on a notice board in a prominent location in the workplace for the purpose of carrying out their role under this Agreement.

The employer will provide the Employee representative/union delegate with an iPad or similar technology to assist them in the performance of their functions.

Where an Employee is a member of a Union representative committee (such as First Nations, Women, Apprentices), that Employee will have the right to paid time to attend training in industrial and dispute resolution, and industry conferences.

Employee Representatives and OHS Representatives will be allowed without loss of pay all reasonable time during working hours to attend to their roles which includes, but is not limited to, the Employee representative rights set out in this clause.

The Employer will release from work without loss of pay each accredited Delegates and Occupational Health and Safety Representative to attend monthly meetings conducted by the Union to consult on industry related matters.

Workers' Health and Safety Representatives and Deputy Workers' Health and Safety Representatives are entitled to the HSR allowance as described in this Agreement.

Other meetings agreed by the Employer and the Union will also be covered by this clause.

94. SECTION M

HOURS OF WORK, BREAKS, OVERTIME AND SHIFT WORK

For Employees, other than Employees employed in the Coal Work Division, the ordinary hours of work will not exceed an average of 36 per week.

For Employees employed in Coal Work Division the ordinary hours of work will not exceed an average of 35 per week.

The ordinary hours of work prescribed herein, will be worked continuously, except for meal breaks and rest pauses, between 6.00 a.m. and 6.00 p.m. Mondays to Fridays inclusive.

Subject to agreement between the Employer and the majority of Employees concerned, the ordinary hours of work may be worked on one of the following bases:

(a) By Employees working less than 8 ordinary hours each day;

(b) By Employees working less than 8 ordinary hours on one or more days each work cycle;

(c) By fixing one or more work days on which all Employees will be off during a particular work cycle;

(d) By rostering Employees off on various days of the week during a particular work cycle, so that each Employee has one work day off during that cycle:

Employees may agree that the ordinary hours of work are to exceed 8 on any day, thus enabling more than one work day to be taken off during a particular work cycle, provided that a work cycle will not exceed 4 weeks. The ordinary hours of work will not exceed 10 hours on any day

Except as provided in below (RDOs), the 36 hour week will be worked in accordance with the following provisions for a two week cycle, Monday to Friday inclusive, with nine working days of eight hours each, with 0.8 of one hour each day worked accruing as an entitlement to take a day off (RDO) as rostered in each cycle.

Different methods of implementation of the hours of work may be applied to various groups or sections of Employees by agreement. Staggered starting and finishing times may be introduced by agreement with the Employees at the site to help overcome any problems or potential delays. As a consequence, breaks taken during the course of the day may also be staggered.

The parties agree that the current working arrangements for hours of work provisions (including, the daily maximum ordinary hours, work cycles and the taking of meal breaks and rest periods) may be altered on any work site during the life of this Agreement following consultation and agreement between the Company and the majority of directly affected site Employees, or individual, so as to provide greater flexibility and to meet project and/or shift work or operational requirements.

However, the average of 36 hours per week and the spread of hours, ie 6.00am and 6.00pm on any or all of the days Monday to Friday, are not subject to alteration.

The ordinary hours of work will be worked continuously except for meal breaks.

Each day stands alone for the purposes of calculating overtime.

ROSTERED DAYS OFF (RDO'S)

General

The parties agree that there are potential benefits for the Company and Employee in allowing greater flexibility in taking RDO's. It is intended that the Company's workplaces may remain open during designated industry RDO's.

The company, in consultation with its Employees, will develop and agree on a calendar of RDOs, taking into account the particular circumstances of the Employer's business.

In the absence of agreement being reached, Employees will work a 9-day fortnight or the union RDO calendar until the matter has been resolved in accordance with the disputes procedure.

Notwithstanding any other provision, where the arrangement of ordinary hours of work provides for a rostered day off, the Employer and the majority of Employees concerned, may agree to accrue up to a maximum of 5 rostered days off.

Where such agreement has been reached, the accrued rostered days off will be taken within 12 calendar months of the date on which the first rostered day off was accrued. Consent to accrue rostered days off will not be unreasonably withheld by either party.

Further, provided agreement is reached between the Employer and the majority of Employees concerned, or where the Employer and an individual Employee so agree, another ordinary working day may be substituted for the scheduled day off. However, any substituted day will be taken within 2 calendar months

Access to and payment for RDO hours will be paid in accordance with the provisions of the Division applying to the Employee at the time of accessing or payment.

Commercial Construction Work Division

Employees engaged on a Commercial Construction Work will take RDO's applicable with the RDO calendar.

The Company is committed to Employees taking their rostered day off on the day it falls due, however the parties recognise that from time to time the Company may require Employees to work their rostered day off.

RDO Flexibility

(a) There will be flexibility in taking RDOs against the principle of balancing the needs of the Employee and the Employer. This flexibility will be arranged by agreement between the Employer and the majority of Employees concerned.

(b) It is recognised by all persons covered by this Agreement that job creation and quality of life is vital to Employees and the Electrical and Communications Contracting Industry, therefore, flexibility in taking RDOs may be achieved by the Employer and an Employee(s) agreeing to change their RDOs to another mutually convenient day.

Substitution of RDOs

(a) The Employer may substitute the day an Employee is to take off for another day and require the Employee to work on that day off if such work is necessary to allow other Employees to be employed productively or to carry out out-of-hours maintenance or because of unforeseen delays to a particular job or for other reasons arising from unforeseen or emergency circumstances. In these circumstances the Employee shall be entitled to double time for all hours worked, in addition to the RDO being substituted in accordance with subclause (b) below.

(b) An individual Employee, with the agreement of the Employer, may substitute the day the Employee is to take off for another day.

Where an Employee, who has been engaged on a Commercial Construction Work Site and has a balance of accrued RDO hours at the time of termination those accrued hours must be paid to the Employee at the rate of double time for each accrued RDO hour or part thereof.

For all other Employees, where the Employee has a balance of accrued RDO hours at the time of termination those accrued hours must be paid to the Employee at the ordinary time rates for each accrued hour or part thereof.

STARTING TIME AND PLACE

The parties agree to develop and follow procedures to eliminate lost time and make better use of available working time, e.g. start and finish at the designated workface at normal start and finish times, except where extraordinary conditions pose difficulties.

The workface will be deemed to be no further than the closest lift on high-rise construction and no further than 50 metres from the lunch shed on low-rise construction. The workface will be mutually agreed between the Company and the majority of Employees on individual sites and varied from time to time, as the nature of the site requires it. If no agreement is possible, it will be dealt with in accordance with the disputes procedure.

All Employees will be at their designated workplace ready to commence work and finish work at the correct times. For the purpose of this Agreement 'designated workplace' means:

- the depot;
- Site; or
- the location where fitness for work testing is conducted.

Provided that where an employee is required to undertake any form of testing to establish their fitness for work, including but not limited to drug and alcohol testing, all such testing will occur during ordinary working hours and the location of the testing will be considered to be their 'designated workplace'.

OVERTIME

5.4.1 Employees may be required to work a reasonable amount of overtime, however weekly hours will usually not be more than 50 hours per week, or 10 hours per day, for each individual Employee. This limit may be exceeded to meet productivity initiatives including (but not limited to) installation and commissioning of services, and final fitout works, provided that an Employee may refuse to work overtime in circumstances where the working of such overtime would result in the Employee working hours which are unreasonable having regarding matters including:

(a) any risk to Employee health and safety including the risk of fatigue i.e. excessive hours, exposure to noise, fumes, or any matter that can impair an Employee's ability to work safely and/or create a danger to Employees;

(b) the Employee's personal circumstances including any family responsibilities;

(c) the notice (if any) given by the Employer of the overtime and by the Employee of his or her intention to refuse it;

(d) or any other relevant matter.

5.4.2 All time worked in excess of relevant sections of this Policy or before the ordinary starting time or after the ordinary ceasing time will be deemed overtime.

Overtime will be paid at the applicable overtime rate. Overtime, whether rostered in advance or otherwise, will attract a minimum payment equivalent to two hours at double time. For clarity, if an Employee is rostered to perform one hour's overtime they shall be paid the minimum payment of two hours at double time.

Each day is to stand alone when overtime is being computed, except where an Employee commences overtime on one day and continues to work such overtime into the next day.

Employees, engaged on a Commercial Construction Work Site who work overtime will be paid at the rate of double time.

Where Employees are required to report for work between midnight and 6.00am they shall be paid at the rate of double time for all time so worked up to the ordinary starting time Monday to Friday.

Saturday and Sunday - All overtime work done on Saturdays and Sundays will be paid at the rate of double time.

Payment for overtime on Public Holidays is in accordance with the below.

To avoid all doubt where an Employee is required to work beyond the sixth hour without a meal break, all time so worked is to be counted when determining the appropriate overtime rate to be paid.

5.4.3 An Employee recalled to work overtime after leaving the Employer's business premises on Monday, Tuesday, Wednesday, Thursday or Friday (whether notified before or after leaving the premises) will be paid for a minimum 4 hours' work at the appropriate overtime rate for each time they are so recalled:

Provided that, except in the case of unforeseen circumstances arising, the Employee will not be required to work the full 4 hours if the job they were recalled to do is completed within a shorter period:

Provided also that overtime worked in cases where it is customary for an Employee to return to the Employer's premises to perform a specific job outside their working hours, or where the overtime is continuous (subject to a reasonable meal break) with the completion or commencement of ordinary working time, will not be regarded as overtime.

5.4.4 Minimum Payment for Saturdays and Sundays - When an Employee is called upon to work on a Saturday or Sunday, they will, except in the case of emergency, receive a minimum of 4 hours pay at the rates prescribed in the relevant sections of this Policy.

5.4.5 Overtime worked in any calling, in or in connection with which more than one shift per day is worked, will be paid for at the rate of double time.

5.4.6 For all Employees engaged in Shift Work, all time worked in excess of 8 hours in any one day will be paid at overtime rates.

5.4.7 Systematic overtime will not be worked; it will be considered such when 3 continuous weeks' overtime has been worked, provided that the above will not apply when extra labour is not available forthwith.

5.4.8 The assignment of overtime by the Employer to an Employee will be based on specific work requirements and the practices of "one in, all in" overtime will not apply.

5.4.9 Meal hours or portion of meal hours worked will be paid for at double time. When a meal hour is worked, there will be a break of thirty minutes as soon as possible thereafter for "crib", for which no deduction of pay will be made. No Employee will be required to work more than 6 hours without a break for a meal.

5.4.10 *Meal allowance*

An Employee, other than an Employee living in camp, who is required to continue work after the usual ceasing time will be supplied with a reasonable meal at the Employer's expense, or be paid a meal allowance outlined below in lieu thereof, on the following basis:

On Commencement	From 1 July, 2024	From 1 July 2025	From 1 2026	From 1 2027
$16.70	**$17.54**	**$18.11**	**$19.33**	**$20.30**

(a) meal allowance provisions will apply, where the overtime is of at least 2 hours duration, or at least one hours duration, if such overtime extends beyond 6.00 p.m.

(b) a further meal or meal allowance will be provided after each period of 4 hours' work.

In cases of emergency, where Employees are unable to leave their work to procure a meal, the same will be provided by the Employer. No Employee will be required to work longer than 6 hours without a break for a meal.

5.4.11 When an Employee has provided themselves with customary meals because of receipt of notice of intention to work overtime, they will be entitled to an allowance outlined below for each meal so provided in the event of the work not being performed or ceasing before the respective meal times.

On commencement	From 1 July, 2024	From 1 July 2025	From 1 July 2026	From 1 July 2027

$16.70	$17.54	$18.11	$19.33	$20.30

5.4.12 *12 hour break*

An Employee who works so much overtime between the termination of their ordinary work in one day and the commencement of their ordinary work on the next day, that the Employee has not at least 12 consecutive hours off duty between those times will, subject to this clause, be released after completion of such overtime until the Employee has had 12 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence. If on the instructions of the Employer such an Employee resumes or continues work without having had such 12 consecutive hours off duty, they will be paid double rates until the Employee is released from duty for such period and they will then be entitled to be absent until the Employee has had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence:

Provided that, where an Employee is recalled to work after the ordinary ceasing time, overtime worked in such circumstances will not be regarded as overtime for the purposes of clause, where the actual time worked is less than 3 hours on such recall or on each of such recalls.

The provisions of clause 5.4.12 will apply in the case of shift workers who rotate from one shift to another as if 10 hours were substituted for 12 hours when overtime is worked:

(a) For the purpose of changing shift roster; or

(b) Where a shift worker does not report for duty; or

(c) Where a shift is worked by arrangement between the Employees themselves.

5.4.13 When any portion of an hour is worked, Employees will receive payment in respect of any broken part of an hour, for not less than one half-hour at the current overtime rate.

5.4.14 Employees who, through working overtime, cannot obtain their ordinary method of conveyance to or from their homes, will be conveyed to or from their homes by the Employer or be paid "such expenses" as are incurred in travelling to or from their homes.

5.4.15 *Public holidays*

All time worked on the public holidays outside the ordinary working hours specified in this Agreement, prescribed by a roster, or usually worked on the day of the week on which the holiday is kept, will be paid at double the rate prescribed by this Agreement for such time when worked outside such working hours on an ordinary working day. That is, where the rate prescribed is time and a half the rate payable is three times the ordinary rate and where the rate prescribed is double time the rate payable is four times the ordinary rate.

5.4.16 Employees who perform work on their rostered day off, or where it has been agreed to arrange a substitute day, on any substitute day, will be paid the rates prescribed for work on Saturdays.

5.4.17 Examples of Operation of Hours of Work Clause

Examples of Operation of Hours of Work Clause

Ordinary Work Day – Employees engaged on a Commercial Construction Work Site

	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Ordinary	8	8	8	8	8		
Double Time	2	2	2	2	2	10	10

Shift Work - Commercial Construction Work Site

	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Ordinary	8 hours at ordinary time PLUS 100% of ordinary time rate for each hour worked shift penalty	8 hours at ordinary time PLUS 100% of ordinary time rate for each hour worked shift penalty	8 hours at ordinary time PLUS 100% of ordinary time rate for each hour worked shift penalty	8 hours at ordinary time PLUS 100% of ordinary time rate for each hour worked shift penalty	8 hours at ordinary time PLUS 100% of ordinary time rate for each hour worked shift penalty	8 hours at double time PLUS 100% of ordinary time rate for each hour worked shift penalty	8 hours at double time PLUS 100% of ordinary time rate for each hour worked shift penalty
Overtime	2 hours at double time PLUS 100% of ordinary time rate	2 hours at double time PLUS 100% of ordinary time rate	2 hours at double time PLUS 100% of ordinary time rate for each hour	2 hours at double time PLUS 100% of ordinary time rate	2 hours at double time PLUS 100% of ordinary time rate	2 hours at double time PLUS 100% of ordinary time rate	2 hours at double time PLUS 100% of ordinary time rate

	for each hour worked shift penalty	for each hour worked shift penalty	worked shift penalty	for each hour worked shift penalty	for each hour worked shift penalty	for each hour worked shift penalty	for each hour worked shift penalty

5.5 SHIFT WORK

5.5.1 *Definitions*

(a) "Shift Work" will mean work done by Employees working recognised hours, outside the spread of ordinary working hours.

(b) "Afternoon Shift" means any shift finishing after 6.00 p.m. and at or before midnight;

(c) "Night Shift" means any shift finishing subsequent to midnight and at or before 8.00 a.m;

(d) "Rostered Shift" means a shift which the Employee concerned has had at least one week's notice;

5.5.2 *Hours*

The ordinary hours of shift workers will not exceed:

(a) 8 hours in any one day or an average of 36 hours per week

(b) A rostered day off may be taken by working 19 shifts in a 20 working day cycle and where possible the rostered day off will be linked to the weekend.

Subject to the following conditions such shift worker will work at such times as the Employer may require:

(i) Apprentices will not be required to work Shift Work.

(ii) Shift Work will ideally be done by volunteers but in the absence of sufficient volunteers the Employer will nominate individuals to fill the roster, having regard to any individual's particular circumstances that may preclude that individual working afternoon or night shift.

(iii) Such ordinary hours will be worked continuously, except for meal breaks and rest pauses which will be taken so as not to interfere with continuity of work.

(iv) Except at regular changeover of shifts, Employees will not be required to work more than one shift each 24 hours

(v) An Employee will not be required to work less than 3 or more than 5 hours without a break for a meal.

(vi) Thirty minutes will be allowed to shift workers each shift for crib which will be counted as time worked.

(vii) Employees will be given at least one week's notice of the requirement to work shift work.

(viii) Prior to Shift Work being introduced, the Employer will discuss with their Employees the need for Shift Work to be worked. Further, Employees will be fully informed in the expected duration of the Shift Work and will be given regular updates during the currency of such Shift Work on the continued requirement to work Shift Work.

(ix) Shift Work must be 5 days. In the case of broken shifts (i.e. less than 5 consecutive days Monday to Friday) the rates prescribed will be the same as the overtime rates prescribed in this Agreement for the actual time worked on the shift only.

5.5.3 *Shift allowance*

For Employees engaged on a Commercial Construction Work Site:

A shift worker will be paid for such shifts 100 per cent more than the ordinary rate.

5.5.4 *Saturday and Sunday Work*

Except for work performed on gazetted public holidays, shift workers will be paid for all time worked on Saturday and Sunday at either in accordance with the relevant table at cl 5.4.17 OR at the rate of double time plus the relevant shift allowance, whichever is greater. For clarity, extra rates are cumulative upon and not in substitution for shift allowances.

5.5.5 *Public holidays*

Shift workers will be paid for rostered shifts worked on gazetted public holidays at double time and a half. All time worked on the public holidays outside the ordinary working hours will be paid in accordance with Clause 5.4.15 (Overtime).

5.5.6 *Overtime*

(a) Subject to cl 5.5.4 above, shift workers for all time worked in excess of or outside ordinary working hours prescribed by this Agreement will be paid at the rate of double time plus the applicable shift penalty rate

(b) When working overtime, for more than one hour, a crib break of 30 minutes will be allowed at the normal ceasing time for which no deduction will be made.

(c) Overtime on public holidays will be at double normal Shift Work overtime rates

5.5.7 SECTION *INTENTIONALLY LEFT BLANK*

5.5.8 *Shutdowns, breakdowns and emergency situations*

(a) Management will define urgent repair or breakdown work and will seek volunteers; management will nominate individual's to meet requirements if there are not sufficient volunteers, having regard to any individual's particular circumstances that may preclude that individual working afternoon or night shift.

(b) Management will be able to utilise short term shift rosters, Monday to Friday, in conjunction with extended overtime over weekends and rostered days off, on occasions requiring urgent repair or breakdown of plant or machinery.

The duration of any one period so worked will be limited to 2 weeks.

5.5.9 *12 Hour break*

(a) An Employee who does not receive a 12 hour break before commencing short term Shift Work will be entitled to double ordinary time for the first afternoon or night shift, or part thereof worked, and short term conditions and penalty rates for subsequent shifts.

(b) An Employee who receives a 12 hour break prior to returning to day work will suffer no loss in pay for the hours that would otherwise be worked during the break period.

(c) An Employee who does not receive a 12 hour break prior to returning to day work will be paid double ordinary time plus any applicable shift allowance for all hours worked until released for a 10 hour break.

EMPLOYEE ROSTERED ON CALL

Due to the nature of the industry, Employees engaged to perform work under the Service Work division will be required to be ‘on-call’ on a weekly roster, including weekends, to attend to our clients’ needs.

On call means that the Employee is available for service 24 hours per day, seven days per week.

An on-call allowance is paid to the on call Employees to compensate them for the inconvenience and disruption to the Employee’s private life. The on-call allowance will be a flat rate of $250 per week, which compensates the Employees for their readiness to work.

Where an Employee is rostered ‘on-call’ they are required to:

- Have their mobile phone charged and switched on for the entire week;

- Present themselves in an appropriate manner when at the client's premises e.g. wear a clean uniform;
- Attend the job as soon as possible;
- Have a fully stocked company vehicle e.g. check the contents of the vehicle Friday afternoon and restock where necessary; and
- Be of full legal and mental capacity to drive e.g. not consume an amount of alcohol and/or drugs that would impair driving capacity.

In addition to the on-call allowance, where an Employee is called out the Employee will be paid a minimum payment of four hours at double time. The call-out period is calculated from home to home, with any work in excess of four (4) hours paid at double time. If 24 hours' notice is given for pre-planned isolation the minimum payment will be (2) hours at the rate of double time.

SMOKO BREAKS, LUNCH BREAKS, CRIB BREAKS & OTHER BREAKS

Smoko Breaks

Each Employee, whether they are working ordinary hours or overtime, will be entitled to a paid smoko break of 20 minutes' duration in the company's time in the first half of the day, provided the break occurs no later than 4 hours after the start time. Where necessary, smoko breaks will be scheduled to be taken at times that will not interfere with continuity.

Lunch Breaks

Employees, whether they are working ordinary hours or overtime, will be entitled to a lunch break of a minimum of 30 minutes, to be taken any time between the fourth and the sixth hours from the commencement of duty.

In the case of shift workers, this break will be a paid break.

Where an Employee is required to work beyond the sixth hour without a lunch break they will be paid at double time until such time as a lunch break is taken.

Crib Breaks

Employees who are required to continue work after their usual ceasing time, will be entitled to a paid "crib" break on the following basis:

(a) a thirty (30) minute paid crib break to be taken at the usual ceasing time, where the overtime is of at least 2 hours' duration, or at least one hours duration, if such overtime extends beyond 6.00 p.m. Provided that where there is agreement between the Employer and the majority of Employees the crib break will not be taken. In that circumstance, this would mean that where an Employee is required to work for 9 &1/2 hours on any given day they will receive payment for at least 10 hours work; and

(b) a further 45 minutes paid crib break, will be provided after each further period of 4 hours' work.

In addition to the usual meal break between the fourth and sixth hour, Employees who are required to work at least 10 hours overtime, on a day when they are not working ordinary hours, will be entitled to a 30 minute paid crib break at the end of the eighth hour of work or to be paid at the appropriate rate. A further 45 minutes paid crib break, will be provided after each additional period of 4 hours' work or to be paid at the appropriate rate. No deduction of pay will be made in respect of any such crib breaks.

95. SECTION N - PAYMENT OF WAGES

Wages will be paid weekly by cash or electronic funds transfer (EFT) at the discretion of the Company.

The Company will comply with all provisions requiring the keeping of time and wage records and the production of pay slips as required by law, provided that weekly pay slips will include not less than the following information:

- Name of Employee
- Name of the Employer
- Period to which the pay relates
- Number of hours worked
- Any allowances payable, such as site allowance and multi-storey allowance
- Accrued annual leave hours
- Balance of accrued RDO hours
- Accrued Sick Leave
- Income Protection Contributions, if applicable
- Classification of Employee
- Date of payment
- Ordinary hourly rate
- Gross payment
- Net payment
- Overtime hours
- Penalty payments and loadings payable
- Superannuation Contributions
- Redundancy Contributions, if applicable

On or before the payday the Company will provide each Employee with their pay slip. This provision will be met if the Company forwards the pay slip by electronic means, by courier or by post no later than the payday.

If the pay slip is not received by the Employee by the end of the day following the payday and the Employee requests the information, the Company must provide the Employee with the information by appropriate means (telephone, fax, etc.) during working hours.

Where the Company is unable to provide the above information on Employee pay slips, alternate arrangements must be made to ensure that the items are accurately recorded and accessible to the Employee and available for inspection in accordance with law.

If, through the fault of the Company, an Employee is kept waiting for all or part of their wages after the normal pay time on the regular pay day the Employee will be paid an additional $125 each day they are waiting for their wages until their pay is available or alternative arrangements agreed between the Company and the Employee, provided that the Employee is not disadvantaged. If the Company does not cause the delay there will be no payment paid to the Employee.

Where an action by the Company has delayed the usual day an Employee's pay is deposited in their financial account/s, the Company will reimburse that Employee any substantiated additional direct charges incurred by that delay (e.g. - A fee for a home loan payment not able to be deducted from an account due to insufficient funds).

Any underpayment of wages will be corrected on the next working day. Suitable alternative arrangements will be made for sites in remote areas.

The Employer will work to resolve any genuine difficulties which may arise for individual Employees in relation to payment of wages.

Any fees involved in the transfer of money into the Employee's account will be borne by the Employer. (Up to a maximum of 2 accounts per Employee).

When an Employee's employment is terminated the Employer will pay all money due to the Employee, including payments made on behalf of the Employee, ie superannuation and CIRT, as soon as practicable and, in any case, within forty-eight hours, except where a Sunday or public holiday intervenes, in which case they will be paid such money not later than noon on the next succeeding working day or, where the Employee is paid one week or more in lieu of notice, they will be paid no later than the next pay day after the notice is given.

If the Employer does not make the payments in accordance with the paragraph above, the Employee will be paid at the rate of double time, for all time between the termination of their employment, and payment being made. All paperwork in relation to the termination of employment, including any and all paperwork required by CIRT, will be completed by the Employer and lodged with CIRT, with a copy provided to the Employee, prior to the Employee being terminated.

The Company must provide a separation certificate to Employees with their termination payment.

96. SECTION O - OTHER DEFINITIONS

DEFINITIONS - General

In this Part:

"Civil and mechanical engineering structures" means work, including maintenance work, defined in this agreement as working on site on structures which are primarily civil or mechanical engineering structures or installations such as power stations, switchyards, grain elevators, and silos, oil refineries, wharves, jetties, piers, bridges, overpasses, underpasses, pipelines, water storage towers, sewerage construction work, dams, barrages, weirs or similar structures, traffic islands and concrete ornamental lakes and land reclamation and/or land clearing associated with estate development and building construction";

“Communications Tradesperson” is an Employee who holds a Communications Trade Certificate and has completed a Cert III in Data and Voice Communications (UEE30407) or a Cert III in Electronics and Communications (UEE30907);

“Construction Work” means any work carried out in connection with the construction, alteration, conversion, fitting-out, commissioning, renovation, refurbishment, demolition, decommissioning or dismantling of a structure;

"Country Work" means all work done outside a radius of 50 kilometres of an Employer’s workshop: Provided that where an Employer does not have a workshop or recognised place of business, Country Work will mean all work done outside a radius of 50 kilometres from the principal Post Office of the nearest town;

"Crib Time" means any meal break during overtime or Shift Work. It is to be taken without loss of pay;

"Employee" means an Employee of the Company performing work engaged in one of the classifications contained in appendices to this Agreement;

“Employee representative” means a representative nominated by the Employee to represent them in the disputes procedure and other provisions of this agreement;

“Fire Alarm Systems” means the industry and trades which are concerned with the installation, repair, modification, maintenance, testing and servicing of fire alarms, detectors, fire-suppression signs, bells and associated equipment;

"Foreperson Grade 1" means a suitably qualified Electrical Tradesperson, who is employed as Foreperson Grade 1 and is responsible for the successful completion of a project or projects in line with the schedule of work as programmed. Such Employee could be reasonably expected to continue to use tools as required. In addition, a Foreperson Grade 1 could be required to supervise Leading Hands and other Employees;

"Foreperson Grade 2" means a suitably qualified Electrical Tradesperson, who is employed as a Foreperson Grade 2 and who is given the responsibility for the successful completion of projects in line with the schedule of work as programmed. Such Employee could be reasonably expected to continue to use tools as required. In addition, a Foreperson Grade 2 could be required to supervise Forepersons Grade 1, Leading Hands and other Employees;

“Green Energy Facilities” includes, but is not limited to, Solar Farms, Wind Farms, Pumped Hydro and Hydrogen facilities

"Leading Hand” means any electrical worker (other than a supervisor or foreperson) who is placed in charge of work on which three or more Employees, in addition to the electrical worker, are engaged;

"Registered Office" means any office of the Employer at which the Employer conducts business, including branch offices. The Employer will not have more than one Registered Office within a 50 kilometre radius within the State boundary;

“Security Alarm Systems” means the industry and trades which are connected with the installation, maintenance, monitoring, controlling, repairing or testing of any electrical, electronic, or acoustic equipment or device, or any combination thereof which includes any intruder alarm system

incorporating closed circuit television, video or photographic systems, electronic, electromechanical access control systems, any computer hardware systems and/or computer software including ancillary equipment or any external or internal lighting device used for any commercial, industrial, domestic or governmental purpose;

"Weekly Pay" means the ordinary time gross all-purpose rate of pay for the Employee concerned;

97. SECTION P

CASUAL EMPLOYMENT

A casual Employee is an Employee who is engaged to perform work on an intermittent, irregular and non-systematic basis and whose employment is dependent on the employer's labour requirements. Employee

A casual Employee will be paid per hour 1/36th of the all-purpose weekly rate for the classification in which the Employee is ordinarily employed, plus 25%, with a minimum payment of 3 hours.

For the purposes of calculating overtime and penalties, the ordinary rate for a casual Employee includes the casual loading.

Notwithstanding any casual conversion obligations set out in the Act, if the Employer wishes to retain a casual Employee for a period longer than six weeks duration, the Employee must be offered permanent employment.

A casual Employee, who has not been converted to permanent employment after six weeks is entitled to be paid 175 percent of the hourly rate prescribed in this Agreement for the Employee's classification.

98. SECTION P

PART-TIME EMPLOYMENT

A part-time Employee is an Employee who:

(a) is employed for more than 10 but less than 36 ordinary hours per week; and

(b) has reasonably predictable hours of work; and

(c) receives, on a pro rata basis, equivalent pay and conditions to those of full-time Employees covered by this Agreement.

At the time of engagement, the Employer and the Employee will agree in writing on the pattern of work required, including specifying the number of ordinary hours per week, the days on which the work is to be performed and the usual daily starting and finishing times.

Any variation to the work pattern will be in accordance with methods of altering the ordinary hours of work for full time Employees.

The agreed number of ordinary hours per week will not be varied without the consent of the Employee. Any agreed variation to the number of weekly hours of work will be recorded in writing.

The Employer is required to roster a part-time Employee for a minimum of 4 consecutive hours on any day that they are required to work.

All time worked outside the spread of ordinary working hours and all time worked in excess of the hours as mutually agreed is overtime and will be paid at the rates prescribed as Overtime.

A part-time Employee employed under the provisions of this clause is to be paid for ordinary hours worked at the rate of 1/36th of the weekly rate prescribed for the class of work performed.

Where a public holiday falls on a day upon which a part-time Employee is normally employed and the Employee is not required to work, that Employee will be paid for the hours which would normally have been worked on that day. If required to work on that day, the Employee will be paid for the time worked at the appropriate penalty rate.

Where an Employee and the Employer agree in writing, part-time employment may be converted to full-time, or vice versa. If such an Employee transfers from part-time to full time, or vice versa, all accrued Agreement and legislative entitlements will be maintained.

An Employee who does not meet the definition of a part-time Employee and who is not a full-time Employee will be paid as a casual Employee.

All other provisions of the Agreement relevant to weekly Employees will apply to part-time Employees.

An Employee will be entitled to annual leave, and personal leave (and, where relevant, parental leave). Such entitlements will be calculated proportionate to the average number of ordinary hours worked each week.

A part-time Employee will be entitled to the full provisions prescribed for permanent Employees under (Termination of Employment), and (Redundancy).

99. SECTION Q

FURTHER TERMINATION OBLIGATIONS

TERMINATION OF EMPLOYMENT

Statement of employment

The Employer will, in the event of termination of employment, provide upon request to the Employee who has been terminated a written statement specifying the period of employment and the classification or type of work performed by the Employee.

Termination by Employer

(a) The Employer may dismiss an Employee only if the Employee has been given the following written notice:

Period of Continuous Service	Period of Notice
Not more than 1 year	1 week

More than 1 year but not more than 3 years	2 weeks
More than 3 years but not more than 5 years	3 weeks
More than 5 years	4 weeks

(b) In addition to the notice in (a) above, Employees 45 years old or over and who have completed at least 2 years' continuous service with the Employer will be entitled to an additional week's notice.

(c) Payment in lieu of notice will be made if the appropriate notice is not given, provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof. The period of notice will not include any period of leave, Rest & Recreation (R&R) or RDOs.

(d) In calculating any payment in lieu of notice the minimum compensation payable to an Employee will be at least the total of the amounts the Employer would have been liable to pay the Employee if the Employee's employment had continued until the end of the required notice period. The total must be worked out on the basis of:

(i) the ordinary working hours to be worked by the Employee; and

(ii) the amounts payable to the Employee for the hours including for example allowances, loadings and penalties; and

(iii) any other amounts payable under the Employee's employment contract.

(e) The period of notice will not include any period of leave, Rest & Recreation (R&R) or RDOs. For clarity (and to avoid all doubt) this means that where an Employee is on a period of leave (or R&R or RDOs) and the employer provides the Employee with notice, the period of notice does not commence until such time as the period of leave (R&R or RDOs) has finished.

(f) The period of notice in this clause will not apply in the case of dismissal for serious misconduct, or in the case of a casual Employee, or an Employee engaged by the hour or day, or an Employee engaged for a specific period or task/s.

Notice of termination by Employee

The notice of termination required to be given by an Employee will be the same as that required of the Employer as set out above.

Time off during notice period

Where a decision has been made to terminate an Employee in the circumstances outlined above, the Employee will be allowed one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.

If the Employee has been allowed paid leave for more than one day per week during the notice period for the purpose of seeking other employment, the Employee may be required to provide a statutory declaration.

100. SECTION R

JOB SECURITY – LABOUR HIRE AND CONTRACTORS

JOB SECURITY

The Employer is committed to maintaining a stable and skilled workforce, recognising its contribution to the operation of the Employer. Subject to the terms of this Agreement, full-time direct and ongoing employment is a guiding principle of this Agreement.

The Employer will take all measures to achieve employment security for the direct engaged permanent Employees of the Employer. All persons covered by this Agreement recognise the importance of measures to protect and enhance the employment security, health and safety, terms and conditions of employment and career development of the Employees.

The use of pyramid or sham sub-contracting arrangements is a breach of prohibited under this agreement as it directly undermines Employee job security.

Where a labour hire Employee or an Employee of a sub-contractor subsequently commences employment with the Employer the time worked for the contractor or labour hire firm will count as time served in relation to the probationary period for the Employee.

CONTRACTING AND LABOUR HIRE

The Employer recognises that in certain circumstances the use of contractors and labour hire affects the job security of Employees covered by this agreement.

Where the Employer intends to engage contractors or Employees of labour hire companies to perform work that might be performed by current or future Employees under this Agreement, the Employer must first consult in good faith with affected Employees and with the Unions. Consultation will occur prior to the engagement of sub-contractors.

In the normal course, it is expected that consultation will occur with a minimum of the 14 days prior to the proposed commencement of the work by the contractors/ labour hire Employees.

(a) For the purposes of the consultation, the Employer must inform the Union of:

(i) the name of the proposed contractor(s) or labour hire company;

(ii) the type of work proposed to be undertaken by the contractor(s) or labour hire company;

(iii) the number of persons and qualifications of the proposed contractor(s) / persons the labour hire company may engage to perform the work;

(iv) the likely duration of the engagement(s);

(v) inductions and facilities for contractors and labour hire Employees.

If Employees or the Unions raise any concerns about the Labour Hire provider during the life of this Agreement, the Employer, Employees and union shall confer with the objective of resolving these concerns, including reviewing the engagement of the Labour Hire provider.

No Employee shall be made redundant during the period in which labour hire Employees, contractors and/or Employees of contractors, engaged by the Employer, are performing work that is or has been performed by the Employees.

(i) Review of use of contractors

The Employer recognises that in certain circumstances the use of contractors and labour hire may affect the job security of Employees covered by this agreement.

The Employer will provide the Unions, on a quarterly basis, with details of the areas of the business/ types of work in which contractors or labour hire has been used.

(ii) Wages and conditions of employment of labour hire employees

Where the Employer engages labour hire to do work that would be otherwise covered by this Agreement it shall ensure the wages and conditions that are no less favourable than that provided for in this Agreement plus a further loading of 25%.

(iii) Wages and conditions of employment of employees of sub-contractors

Where the Employer engages contractors to do work that would be otherwise covered by this Agreement it shall pay wages and conditions that are no less favourable than that provided for in this Agreement.

Labour hire is defined as temporary "top up" labour designed to meet short situations such as absences due to sick leave, annual leave, and short time work peaks. The employer will not use labour hire in any position on site for a period of more than six weeks. Any departure from this maximum period shall require the agreement of the Union and incur a 175% penalty rate for all work done.

101. SECTION T – APPRENTICES

Apprentices are the future of our industry and the parties reaffirm their commitment to the training of apprentices. Further they will make every endeavour to make full time apprenticeships available with the company.

To ensure that apprentices receive appropriate on the job training by experienced tradespeople and apprentice numbers are maximised, the Employer will endeavour to maintain a ratio of at least one apprentice to four (4) tradespeople.

The Employer will prioritise engaging direct hire Apprentices were reasonably practicable.

Apprentices, other than existing Employees, will be paid in accordance with the tables in the relevant sections of this Policy.

The Employer acknowledges that Apprentices engaged by Group Training Organisations may adversely affect the job security of direct hire Apprentices. Wages and conditions of Apprentices through Group Training Organisations are to be no less favourably than those provided for in this Agreement.

Existing Employees

An “existing Employee” will mean a person who has been employed by the Employer in a calling, or classification, relevant to the apprenticeship for at least three months immediately prior to becoming an apprentice with that Employer.

Existing Employees may participate in apprenticeships. An existing Employee will not be required to serve any probationary period in relation to their contract of employment or for the purposes of the Training and Employment Act 2000. A trial period, in accordance with Training Recognition Council Policy, may be set for the purpose of assessing the Employee’s suitability for training under a Training Contract. Where the Employee proves to be unsatisfactory for training under a Training Contract, the person will revert to employment at least equal in status to the classification held prior to the commencement of their Training Contract.

Where existing Employees commence an apprenticeship, the Employer will endeavour to minimise any adverse effects on other Employees. Additionally, such other Employees will not be displaced from or disadvantaged in their employment by the engagement of new apprentices.

Existing Employees will not suffer a reduction in their ordinary hourly rate of pay by virtue of becoming an apprentice.

Provided that an existing Employee who was engaged as a casual Employee prior to becoming employed as a full-time or part-time apprentice will not be entitled to retain casual loading.

An existing Employee will maintain continuity of employment despite having entered into an apprenticeship.

Existing Employees whose Training Contract is completed or cancelled will revert to employment at least equal in status to the classification held prior to the commencement of their Training Contract.

Apprentice Fares and Travel

(a) Fares and travel apply to apprentices required to travel in their own time to and from their place of work, but away from their company workshop or recognised place of business.

(b) However, where the company provides an apprentice with a vehicle, or other means of transport, the apprentice will only be entitled to be paid travel time. There will be no entitlement to fares.

(c) Apprentices will be paid fares and travel as set out in Time and Fares below.

Adult apprentice Fares and Travel:

(a) Fares and travel apply to apprentices required to travel in their own time to and from their place of work, but away from their company workshop or recognised place of business.

(b) However, where the company provides an apprentice with a vehicle, or other means of transport, the apprentice will only be entitled to be paid travel time. There will be no entitlement to fares.

(c) Adult apprentices will receive the full amount of fares and travel, as set out Travelling Time and Fares below.

Supervision

The parties agree that the Department of Employment, Small Business and Training guidelines which state “Whilst a ratio of one qualified person to each apprentice is expected in a workplace, this may vary from situation to situation dependent on a range of indicators” will be adhered to. To this end the Employer will ensure that each tradesperson will supervise no more than 1 apprentice. No apprentice will work unsupervised.

Payment for Course Time

Time spent by an apprentice undertaking the training to be delivered under the training plan (as defined in the Further Education and Training Act 2014) is taken to be time worked for the Employer and will be paid at the ordinary time rate. This applies irrespective of the way the supervised training is delivered. To avoid all doubt this includes time taken for assessments, including “resits” where applicable.

Fares and Travel for attendance at college

An apprentice will be entitled to receive the daily fares and travel where they attend college as set out in the relevant sections of this Policy.

Training costs

(a) An apprentice attending technical colleges, schools, registered training organisations or TAFE must be reimbursed by the employer, within 6 months from the commencement of the apprenticeship or the relevant stage of the apprenticeship, or within three months of the registered training organisation commencing the training, whichever is the later, unless there is unsatisfactory progress:

(i) all fees paid by the apprentice less any amount paid to the apprentice for reimbursement of these fees by a government; and

(ii) any costs associated with prescribed textbooks (excluding those textbooks which are available in the employer’s technical library) incurred by an Employee in connection with training specified in, or associated with, the training contract;

(b) Direct payment of the fees and textbooks, within six months from the commencement of the apprenticeship or the relevant stage of the apprenticeship, by an employer to the training provider satisfies the requirement for reimbursement above.

Other Apprentice related matters

Where not contained in this agreement, other Apprentice matters including training, allowances and termination will be dealt with the relevant State legislation and Orders.

102. SECTION T - SALARY SACRIFICE

Upon written request by the Employee, the Company will provide salary sacrifice arrangements to Employees provided the salary sacrifice instruction is and remains lawful under legislation, is consistent with the requirements of the Australian Taxation Office and is limited to additional Employee contributions into superannuation and or income protection insurance to top up or increase benefit levels. All contributions paid in accordance with the provisions of this clause will be paid on a monthly basis.

An Employee may request in writing a maximum of two variations to their salary sacrifice arrangements per year. These variations will be effective from the next contributing month. These contributions can be terminated immediately by the written request of the Employee.

103. SECTION U - HIGHER AMOUNTS

This Agreement does not have effect to reduce any higher amount paid to an Employee of this Company employed directly before its commencement date. However, that higher amount will not be increased during the life of this Agreement until the equivalent Agreement condition exceeds that amount. From that time, the provision of this Agreement will apply to the exclusion of the earlier higher amount.

104. SECTION V – WORK IN RAIN

Where extenuating circumstances deem it necessary for Employees to work in the rain, suitable waterproof clothing will be supplied by the Employer to the Employees who are required to work in the rain.

Notwithstanding the foregoing, an Employee required to work in the rain will be paid double the rates prescribed in this agreement, for all work performed in the rain and such payment will continue until they cease work.

105. SECTION W – ADDITIONAL ANNUAL LEAVE PROVISIONS

ANNUAL LEAVE

Entitlement

(a) For each year of service with his or her employer, an Employee is entitled to annual leave, for a period equal to 4 weeks for each period of 12 months' Service (less the period of leave) with the Employer and Employees employed as Shift Workers will be entitled to not less than 5 weeks for each period of 12 months' Service (less the period of leave). Provided that, for the purposes of the additional week of annual leave and for

the purposes of the NES, a shift worker is a seven-day shift worker who is regularly rostered to work on Sundays and public holidays.

(b) An Employee's entitlement to paid annual leave accrues progressively during a year of service according to the Employee's ordinary hours of work and accumulates from year to year.

(c) The annual leave will be exclusive of any Public holidays of this Policy. If a public holiday falls within an Employee's period of annual leave and is observed on a day, which for that Employee would have been an ordinary working day, there will be added to the period of annual leave, time equivalent to the ordinary time which the Employee would have worked, if such day had not been a holiday.

Payment for annual leave

(a) Before going on leave an Employee will be paid the amount of wages they would have received in respect of ordinary time they would have worked had they not been on leave during the relevant period (this includes any applicable shift penalty for shiftworkers).

(b) Wages payable for annual leave will be calculated by including the following, where applicable:

(iii) Subject to relevant sections of this policy the rate prescribed for the classification in which the Employee was employed immediately prior to the commencement of their leave.

(iv) Any penalties or allowances prescribed for work in ordinary time (Shift Work) according to the Employee's roster or projected roster including Saturday and Sunday shifts and

(v) Any other rate to which the Employee is entitled in accordance with their contract of employment for ordinary hours of work, provided that this provision will not operate so as to include any payment which is of a similar nature to, or is paid for the same reasons as, or is paid in lieu of these payments, Travelling Time and Fares and Overtime nor any payment to the Employee for reimbursement for expenses incurred.

Annual leave loading

(a) During a period of annual leave an Employee will receive leave loading calculated on the wages they would have received, in respect of the ordinary time they would have worked, prior to the commencement of their leave or the termination of their employment.

(b) The loading will be 17.5% of the wages.

(c) Provided that where the Employee would have received shift loadings, had they not been on leave during the relevant period and such loadings would have entitled them to a greater amount than the loading of 17.5%, then the shift loadings will be added to the rate of wages in lieu of the 17.5% loading.

(d) Provided further that if the shift loading would have entitled them to a lesser amount, than the loading of 17.5%, then such loading of 17.5% will be added to the rate of wage in lieu of the shift loadings.

Employment during leave

An Employee will not offer their services to any other Employer during the period they are on paid annual leave and the Employer will not engage an Employee who is on paid annual leave.

Payment in lieu of annual leave

Except as specially provided, payment will not be made or accepted in lieu of annual leave.

Leave to be taken

Annual leave will be taken, at a time mutually agreed upon by the Employer and Employee.

An Employee has an **excessive leave accrual** if the employee has accrued more than 8 weeks' paid annual leave (or 10 weeks' paid annual leave for a shift worker).

If an Employer has genuinely tried to reach agreement with an Employee but agreement is not reached (including because the employee refuses to confer), the employer may direct the employee in writing to take one or more periods of paid annual leave.

However, a direction by the Employer under this clause:

(i) is of no effect if it would result at any time in the Employee's remaining accrued entitlement to paid annual leave being less than 6 weeks when any other paid annual leave arrangements (whether made under this clause or otherwise agreed by the employer and employee) are taken into account; and

(ii) must not require the employee to take any period of paid annual leave of less than one week; and

(iii) must not require the employee to take a period of paid annual leave beginning less than 8 weeks, or more than 12 months, after the direction is given; and

(iv) must not be inconsistent with any leave arrangement agreed by the employer and employee.

Calculation of service with the Employer

(a) Service, for the purposes of calculating annual leave, is defined under the Act.

(b) The period of annual leave will be calculated to the nearest day; any broken part of a day in the result not exceeding half a day is to be disregarded.

Leave allowed before due time

(a) The Employer may allow an Employee to take annual leave before the right to take it has accrued.

(b) Where annual leave or part thereof has been granted before the right to take it has accrued and the Employee subsequently leaves or is discharged from the Service of the Employer before completing the 12 months continuous Service in respect of which the leave was granted; Employee the Employee is required to repay that leave.

Payment for Annual leave and Proportionate Annual Leave on termination

(a) In addition to any other payment/s owing to an Employee upon termination, resignation or redundancy pursuant to this Agreement or otherwise, the Employer must pay an Employee:

(i) for any annual leave not taken in accordance with the provisions of this agreement; and

(ii) in relation to any public holidays that fall during the 10 days immediately following the termination/resignation/redundancy as though the Employee worked ordinary hours on those days.

(b) The rate of pay applicable to all payment/s owing to an Employee upon termination, resignation or redundancy (including but not limited to payment pursuant to the clause above is the highest rate of pay paid to the Employee during the 3 months prior to their termination/resignation/redundancy (including any shift penalties applicable to shift workers).

106. SECTION X - WORKING AWAY FROM HOME

General and Rostering

Refer to Part 1 of this Policy

107. SECTION Y - TRAVELLING TIME AND FARES

Where an Employee starts and finishes work on a worksite rather than the Company's office or workshop, they will receive compensation for the average extra travelling time and average extra fares incurred.

- If the worksite is within 50 km of either the Company's office or the Employee's place of residence (or place of overnight accommodation if Living Away from Home), they will receive the fares and travel allowances as set out in the relevant sections of this Policy.
- If the worksite is in excess of 50 km from both the Company's office and the Employee's place of residence (or place of overnight accommodation if Living Away from Home), they will receive the fares and travel allowances as set out in the relevant sections of this Policy. plus ordinary time for excess travel undertaken in their own time beyond the 50 km radius from their place of residence (or overnight accommodation) as determined by "Whereis " website.
- Where the Employer is considering changing the location used as the base for calculating fares and travel, they will apply the provisions of the Consultation clause.

- The above allowances do not apply if the Employee starts and finishes work at the Company's office or Workshop. In this regard a construction site is not deemed to be the Employer's office or Workshop even if the Employer has no offices in the State.
- The fares allowances above do not apply where the Employer provides suitable transport or vehicle.

Where an Employee is required by the Employer to travel to any other job, site or place of work during the course of their employment, they will be paid all fares necessarily incurred. All time spent on such travel will be regarded as time worked and paid at the appropriate rate:

Provided that where an Employee agrees to use their own vehicle in the Employer's interest they will be paid the amount of $0.60 / km in lieu of fares.

Fares and Travel is payable to all Employees required travel in their own time to and from their place of work, but away from their company workshop or recognised place of business.

Where the company provides an Employee with a vehicle there will be no entitlement to fares.

Fares & Travel (All Employees, including Adult Apprentices, but excluding Junior Apprentices) per day					
	On commencement	**1st July 2024**	**1st July 2025**	**1st July 2026**	**1 July 2027**
	$60	**$63**	**$66**	**$70**	**$73**
	($14 fares + $46 travel)	($14 fares + $49 travel)	($14 fares + $52 travel)	($14 fares + $56 travel)	$14 fares + $59)

Fares & Travel - Junior Apprentices				
Junior Apprentice:	**On Commencement**	**1st July 2024**	**1st July 2025**	**1st July 2026**
1st Year	**$39.06**	**$41.01**	**$43.07**	**$45.22**
2nd Year	**43.76**	**$45.905**	**$48.24**	**$50.65**
3rd Year	**$48.45**	**$50.87**	**$54.41**	**$56.01**
4th Year	**$54.40**	**$57.12**	**$59.98**	**$62.98**

108. SECTION Z – SUPPLY OF WORKWEAR

In order to assist Employees with workwear expenses, the Company must provide Employees with workwear, as provided below.

The Employer shall provide one (1) pair of safety boots upon commencement and annually thereafter (if the Employee buys such boots, the Employer will reimburse the Employee up to $225.00 upon producing of a purchase receipt).

Employees must be issued with a minimum of five sets of workwear on commencement and annually thereafter they will be issued with a further five sets of workwear. When required, the provision of fire-retardant clothing shall be provided. Employees will also be issued with an appropriate jacket (100% cotton for electrical work), by the end of March, or, where they commence employment after that, within 2 weeks of commencing employment. Between issues these items must be replaced on a fair wear and tear basis.

The issue will include a minimum of one pair of 100% cotton drill pants and one 100% cotton drill long sleeve shirt. The workwear will bear Company identification.

The parties agree that the workwear must be worn at all times during working hours only, and that all items will be kept clean and in good repair, to provide a uniformly neat and tidy company image.

Workwear must be worn as intended and Employees must not intentionally alter or remove sleeves from long sleeve shirts as the item has been issued for safety purposes.

The Employer will reimburse the Employee for the cost of the Employee providing prescription spectacles and lenses. The Employer must be provided with the original receipt of purchase prior to reimbursement. The spectacles and lenses will be replaced on a fair wear and tear basis. However, lost or stolen spectacles must be replaced at the Employee's expense.

On commencement Employees must be supplied with safety footwear which meets the requirements of the *Workplace Health and Safety Act* and Regulations and which is of a reasonable standard of comfort.

These items will be replaced on a fair wear and tear basis.

If an Employee determines that the type of footwear supplied by the Company is not suitable for his/her comfort and chooses to purchase more expensive footwear then the Employee will be reimbursed up to $200 for replacement safety footwear on a fair wear and tear basis, conditional upon return of the safety footwear to be replaced and providing the Company with the original receipt for purchase of the replacement set.

109. SECTION A1 – PROVISION OF FACILITIES

The Employer will ensure that all Employees have access to facilities that are at least of the minimum standard set out in the Workplace Health and Safety Queensland 2021 Code of Practice “Managing the Work Environment and Facilities”, as amended from time to time.

Access to such facilities includes, but is not limited to:

- Access to clean, cool drinking water;

- Access to boiling water;
- Access to clean toilets, including washbasins and sanitary bins;
- Access to hand washing facilities;
- Access to dining facilities;
- Access to secure storage facilities;
- Access to change rooms; and
- Access to shower facilities, where required.

If after one (1) hour where Employees are prevented from using accessing facilities referred to in this clause, the Company will send Employees home without loss of pay.

110. SECTION A3 - JURY SERVICE LEAVE

An Employee, other than a casual Employee, required to attend for jury service during their ordinary working hours will be reimbursed by the Employer an amount equal to the difference between the amount paid in respect of their attendance for such jury service and the ordinary pay the Employee would have been paid if the Employee was not absent on jury service.

Alternatively, by agreement, fees (other than meal allowance) received by the Employee to attend jury service will be paid to the Employer and the Employer will continue to pay the Employee their ordinary pay for the time the Employee was absent on jury service.

Employees will notify the Employer as soon as practicable of the date upon which they are required to attend for jury service and will provide the Employer with proof of such attendance, the duration of such attendance and the amount received in respect thereof.

If the Employee is not required to serve on a jury for a day or part of a day after attending for jury service and the Employee would ordinarily be working for all or part of the remaining day, the Employee must, if practicable, present for work at the earliest reasonable opportunity.

"Ordinary pay" means the rate of pay that an Employee would normally expect to receive for working ordinary hours on an ordinary day of the week, including any “over-award” payment. "Ordinary pay" excludes overtime, penalty rates of all types - including those attaching to working ordinary hours (for example) on a Saturday, disability allowances, shift allowances, special rates, fares and travelling time allowances, bonuses and other ancillary payments of a like nature.

111. SECTION A4 – CPR REFRESHER COURSE

CPR and other statutory training will be provided in accordance with the *Electrical Safety Act 2002 (or its successor)*requirements for the electricity industry. (i.e. Safety Observers - 6 monthly, CPR Refresher- 12 monthly.)

This training will be provided during normal working hours and associated costs paid for by the Company.

112. SECTION A5 – FITNESS FOR WORK

The parties to this Agreement commit to developing a Fitness for Work Policy within six (6) months of the commencement of this Agreement.

Any issues over the development and substance of the fitness for work policy may be dealt with in accordance with the dispute settlement procedure set out in the relevant section of this policy.

Provided that where an employee is required to undertake any form of testing to establish their fitness for work, including but not limited to drug and alcohol testing, all such testing will occur during ordinary working hours and the location of the testing will be considered to be their ‘designated workplace’.

113. SECTION A5 – CUSTOM AND PRACTICE

Employees can expect existing custom and practice will continue unless specifically determined otherwise by the terms of the Agreement.

PART 5 - METAL AND ENGINEERING WORKERS

114. Application of this Part

This part applies to employees performing work in accordance with the classifications contained within relevant sections of this Policy.

Definitions

For the purposes of this Part:

All Purpose Allowance means an allowance that is counted when applying overtime penalties, shift loadings etc. An All Purpose Allowance is paid when an Employee is on paid leave unless it is expressly stated otherwise.

All Purpose Rate means an Employee's rate of pay that includes the Base Hourly Rate and All Purpose Allowances.

Employee means an employee of the Employer engaged in any of the classifications contained in the relevant section of this Policy.

Flat Allowance means an allowance that is not counted when applying overtime penalties, shift loadings etc. A Flat Allowance is not paid when an Employee does not work or is on paid leave unless it is expressly stated otherwise

Hours of Work and Rostered Days Off

The 36 Hour Week

The ordinary hours of work are 36 hours per week.

The hourly rate for the purpose of employees engaged under Part 5 of the Policy is to be computed by dividing an employee’s ordinary weekly wage rate by 36.

Rostered days off

Twenty-six paid rostered days off (“**RDO**”) shall accrue and be taken in accordance with Cl 35 of these provisions and the industry calendar, subject to the terms of this provision.

The Employer may, with the consent of the union, allocate work to be done on any scheduled RDO provided that;

(a) Such work shall be paid in accordance with Cl 35, subject to the amount of notice provided to employees.

(b) The untaken RDO will be re-scheduled to another day falling within 4 weeks of the original scheduled RDO or as agreed with the union.

(c) The re-scheduled RDO may be taken on a day or days adjacent to a weekend, or in conjunction with annual leave.

(d) The employer must provide at least 48 hours notice of the requirement to employees required to work, where practicable, and must be approved by the Union prior to any work being performed.

(e) An employee may refuse to work an RDO having regard to the considerations in Cl 35; an employee who declines a request to work on an RDO shall not be disadvantaged

(f) Details of untaken RDOs shall be entered on to each employee's employment records.

Work Cycles

Ordinary working hours shall be worked in a 10 day/2 week cycle, Monday to Friday inclusive, with eight hours worked for each of nine days, and with 0.8 of an hour on each of those days accruing towards an RDO on the tenth day.

Any paid leave and public holidays prescribed by this agreement which would otherwise be an ordinary working day count for the accrual of RDOs.

Upon commencement of employment, employees who have not worked a complete 10 day/2 week cycle shall receive pro rata accrual entitlements for their first RDO or group of RDOs falling after their commencement of employment.

Upon termination of employment an adjustment will be made to ensure that the full RDO accrual entitlement and no more has been provided. This means the employees then having received more RDOs than they are entitled to will have the relevant amount removed from final termination payments and employees who have received less than their full RDO entitlement will have the outstanding amount added to final termination payments.

Leisure time protected

It is not the intention of this Policy that excessive overtime will be worked. To that end, an agreed limit of 56 hours per week shall be observed. Request for additional overtime will be considered but not undertaken unless agreement has been reached between all the employers applying this Policy, and their employees.

Rest and Meal Breaks

One 20 minute paid morning rest break and a 30 minute unpaid lunch break will be scheduled within ordinary daily hours. The lunch break must be taken no later than 6 hours after work starts.

If the total worked hours for the day are 10 hours or more there will be an additional 20 minute rest break paid at ordinary rates to be taken at the end of ordinary daily hours, and prior to the commencement of overtime. However, an employee may elect to take a payment in lieu of stopping work for this break in which case the employee will be regarded as having worked a further 20 minutes, and he or she must be paid accordingly.

Overtime

Overtime is any work performed outside the ordinary hours on any given day or shift.

For the purposes of this clause **ordinary hours** means the hours worked in the enterprise, fixed in accordance with the relevant section of this Policy.

Overtime work for a part-time employee is any work performed in excess of the employee's agreed roster.

All overtime worked shall be paid at double time.

Saturdays, Sundays, and Public Holidays

All overtime worked on a Saturday or Sunday will be paid for at the rate of double ordinary time rates contained in the relevant section of this Policy. Employees required to work on a Saturday will be afforded a minimum 4 hours work or be paid as if 4 hours was worked, provided that when a site is restrained (by council restriction) from commencing work before 9:00 am on a Saturday, all overtime will be paid for at the rate of double time of the all purpose rates, and a minimum of 4 hours work must be paid.

To be entitled to payment for the 4 hour minimum, employees must remain on site for that period and be available for normal work.

Overtime worked on a **Sunday** must be paid for at the rate of double time of the all purpose rates.

Overtime worked on a **Public Holiday** must be paid for at the rate of double time and one half of the all purpose rates.

Where it is agreed to work lockdown weekends a payment of triple time of the all purpose rate will be paid.

Rest breaks on Saturdays, Sundays and Public Holidays

An employee working overtime on a Saturday, Sunday or Public Holiday shall be allowed a 30 minute combined rest period/meal/crib break after four hours work, such time to be paid at double time, with a further 20 minute crib break to be paid at double time if the overtime continues past 8 hours worked.

In the case of overtime work being cancelled by the company at the end of the 4 hour minimum or any time thereafter, employees will, in addition to the payments as prescribed, be paid for the 30 minutes combined crib/meal/rest period if not already taken.

If work proceeds beyond the 4 hours minimum then employees will be paid for all time so worked.

Payment of Rest Breaks

The 30 minute combined rest period/crib break and all subsequent crib breaks must be paid as if time worked at the appropriate rate.

Rest Period After Overtime

If it is necessary to work extended overtime, an employee may take 10 consecutive hours off duty between the end of the overtime and the start of the employee's ordinary work on the next day or shift without loss of pay.

In the event that an employee agrees to a request from site management to resume or continue to work without having had 10 consecutive hours off duty, the employee shall be paid at double the all purpose rate until the employee is released from duty for such period.

Offer and Acceptance of Weekend Overtime

The Employer must make offers of weekend overtime prior to the normal meal break on Thursdays. However, if due to extraordinary circumstances, the Employer is unable to give such notice, or the Employer is unable to proceed with the overtime, the Employer may offer or cancel the overtime—as the case may be—by notifying affected employees before the end of ordinary hours on Thursday. Where the Employer fails to comply with this term, the employee will receive the overtime payment that had been requested.

Employees who accept an offer of weekend overtime are obliged to attend for work. However, if due to extraordinary circumstances an employee is unable to attend site, he or she must notify the Employer before the planned finishing time for work on Friday.

Leisure Time Protected – The 56 Hour Cap

Excessive overtime must not be worked. More than 56 hours of work from Monday to Saturday is considered excessive overtime. This limitation is referred to as the “56 hour cap”.

Work in excess of the 56 hour cap may be carried out where:

(a) necessary by crane crews, peggies, first aiders, hoist drivers, concrete finishers, and site security personnel;

(b) time is lost on a project due to any reason including inclement weather; or

(c) the employer and affected employees agree on additional work.

The Employer may arrange daily hours within the 56 hour cap.

For the avoidance of doubt, nothing in this provision implies:

(a) that payment for 56 hours is guaranteed; or

(b) the right of the Employer to schedule a program of hours within the 56 hour cap is diminished.

Refusal of Overtime

An employee may refuse to work overtime in circumstances where the working of the overtime would result in the employee working hours that are unreasonable having regard to:

(a) risks to the employee’s health and safety;

(b) the employee’s personal circumstances, including any family responsibilities;

(c) the needs of the workplace or enterprise;

(d) the notice (if any) given by the Employer of the overtime and by the Employee of their intention to refuse it; and,

(e) any other relevant matter.

Work on Fridays

The parties will endeavour to ensure that wherever possible normal productive work ceases at the finish of ordinary hours on Fridays. This does not mean that no productive work can continue past this time and the parties will ensure that a sensible approach to this restriction is maintained. This means work may continue if it is necessary for the production schedule to be maintained or to ensure that other employees can be productively employed.

Other circumstances where work may continue past the finish of ordinary hours on Fridays include the following:

(a) to recover time lost due to excessive periods of inclement weather;

(b) matters not the fault of the employer which have led to the project being delayed or behind schedule;

(c) the requirement to meet the principal's work program; and,

(d) unexpected delays in the project due to scheduling of other works or supply of materials.

Meal Allowance

An employee required to work overtime for one and one half hours or more after working ordinary hours Monday to Friday and for every four hours worked at the end of the ordinary hours must be paid by the employer the amount listed below to meet the cost of a meal. The allowance shall be increased during the life of this Agreement as follows:

From the first pay period commencing on or after 1 July 2023	$35.83
From the first pay period commencing on or after 1 July 2024	$37.26
From the first pay period commencing on or after 1 July 2025	$38.75
From the first pay period commencing on or after 1 July 2026	$40.30
From the first pay period commencing on or after 1 July 2027	$41.91

Where an employee has worked the weekend, for every four hours completed an employee will receive a meal allowance.

Shift Work

Afternoon and nightshift shall be performed in accordance with these conditions. During such period, engagement or cycle, the shift worker shall receive 100% more than his or her all purpose rate of pay as set out in this Part including all allowances and loadings. All other allowances shall be paid in accordance with these conditions.

Classifications

The classification levels for Employees engaged under Part 5 of this BPIC shall be read in accordance with the *Manufacturing and Associated Industries and Occupations Award 2020*.

Wage Group:C14

Engineering/Manufacturing Employee—Level I

An Engineering/Manufacturing Employee—Level I is an Employee who is undertaking up to 38 hours induction training which may include information on the enterprise, conditions of employment, introduction to supervisors and fellow workers, training and career path opportunities, plant layout, work and documentation procedures, occupational health and safety, equal employment opportunity and quality control/assurance.

An Employee at this level performs routine duties essentially of a manual nature and to the level of their training:

- performs general labouring and cleaning duties;
- exercises minimal judgement;
- works under direct supervision; and
- is undertaking structured training so as to enable them to work at the C13 level.

Wage Group:C13

Engineering/Manufacturing Employee—Level II

An Engineering/Manufacturing Employee—Level II is an Employee who has completed up to three months structured training so as to enable the Employee to perform work within the scope of this level.

An Employee at this level performs work above and beyond the skills of an employee at the C14 level and to the level of their skills, competence and training:

- works in accordance with standard operating procedures and established criteria;
- works under direct supervision either individually or in a team environment;
- understands and undertakes basic quality control/assurance procedures including the ability to recognise basic quality deviations/faults;
- understands and utilises basic statistical process control procedures; and
- follows safe work practices and can report workplace hazards.

Wage Group:C12

Engineering/Manufacturing Employee—Level III

An Engineering/Manufacturing Employee—Level III is an Employee who has completed an Engineering Production Certificate I or Certificate II in Engineering or equivalent so as to enable the Employee to perform work within the scope of this level.

An Employee at this level performs work above and beyond the skills of an employee at the C13 level and to the level of their skills, competence and training:

- is responsible for the quality of their own work subject to routine supervision;
- works under routine supervision either individually or in a team environment;
- exercises discretion within their level of skills and training; and

- assists in the provision of on-the-job training.

Wage Group:C11

Engineering/Manufacturing Employee—Level IV

An Engineering/Manufacturing Employee—Level IV is an Employee who has completed an Engineering Production Certificate II or Certificate II in Engineering—Production Technology or equivalent so as to enable the Employee to perform work within the scope of this level.

An Employee at this level performs work above and beyond the skills of an Employee at the C12 level and to the level of their skills, competence and training:

- works from complex instructions and procedures;
- assists in the provision of on-the-job training;
- co-ordinates work in a team environment or works individually under general supervision; and
- is responsible for assuring the quality of their own work.

Wage Group:C10

Engineering/Manufacturing Tradesperson—Level I

An Engineering/Manufacturing Tradesperson—Level I is an Employee who holds a trade certificate or tradespersons rights certificate or equivalent as an:

- Engineering Tradesperson (Mechanical)—Level I; or
- Engineering Tradesperson (Fabrication)—Level I; or
- Engineering Tradesperson (Sheet Metal); or
- Engineering Tradesperson (Insulation); or
- or equivalent;
- and is able to exercise the skills and knowledge of the engineering trade so as to enable the Employee to perform work within the scope of this level.

An Engineering/Manufacturing Tradesperson—Level I works above and beyond an Employee at the C11 level and to the level of their skills, competence and training:

- understands and applies quality control techniques;
- exercises good interpersonal and communications skills;
- exercises keyboard skills at a level higher than the C11 level;
- exercises discretion within the scope of this classification level;
- performs work under limited supervision either individually or in a team environment;
- operates lifting equipment incidental to their work;
- performs non-trade tasks incidental to their work;
- performs work which while primarily involving the skills of the Employee's trade is incidental or peripheral to the primary task and facilitates the

completion of the whole task, provided that such incidental or peripheral work does not require additional formal technical training; and

- inspects products and/or materials for conformity with established operational standards.

Wage Group:C9

Engineering/Manufacturing Tradesperson—Level II

An Engineering/Manufacturing Tradesperson—Level II is an:

- Engineering Tradesperson (Mechanical)—Level II; or
- Engineering Tradesperson (Fabrication)—Level II; or
- equivalent,

who has completed the minimum training requirements specified in clause B.2.1 of Schedule B of the Manufacturing and Associated Industries and Occupations Award 2010 or equivalent.

An Engineering/Manufacturing Tradesperson—Level II works above and beyond a tradesperson at the C10 level and to the level of their skills and competence and training performs work within the scope of this level:

- exercises discretion within the scope of this classification;
- works under limited supervision either individually or in a team environment;
- understands and implements quality control techniques;
- provides trade guidance and assistance as part of a work team;
- operates lifting equipment incidental to their work; and
- performs non-trade tasks incidental to their work.

Wage Group:C8

Engineering/Manufacturing Tradesperson—Special Class Level I

An Engineering/Manufacturing Tradesperson—Special Class Level I means a:

- Special Class Engineering Tradesperson (Mechanical)—Level I; or
- Special Class Engineering Tradesperson (Fabrication)—Level I; or
- equivalent,

who has completed the minimum training requirements specified in clause B.2.1 of Schedule B of the Manufacturing and Associated Industries and Occupations Award 2010 or equivalent.

An Engineering/Manufacturing Tradesperson—Special Class Level I works above and beyond a tradesperson at the C9 level and to the level of their skills, competence and training performs work within the scope of this level:

- provides trade guidance and assistance as part of a work team;
- assists in the provision of training in conjunction with supervisors and trainers;
- understands and implements quality control techniques;
- works under limited supervision either individually or in a team environment;

- operates lifting equipment incidental to their work; and
- performs non-trade tasks incidental to their work.

Wage Group:C7

Engineering/Manufacturing Tradesperson—Special Class Level II

An Engineering/Manufacturing Tradesperson—Special Class Level II means a:

- Special Class Engineering Tradesperson (Mechanical)—Level II; or
- Special Class Engineering Tradesperson (Fabrication)—Level II; or
- Higher Engineering/Manufacturing Tradesperson; or
- equivalent,

who has completed the minimum training requirements specified in clause B.2.1 of Schedule B of the Manufacturing and Associated Industries and Occupations Award 2010 or equivalent.

An Engineering/Manufacturing Tradesperson—Special Class Level II works above and beyond a tradesperson at the C8 level and to the level of their skills, competence and training performs work within the scope of this level:

- is able to provide trade guidance and assistance as part of a work team;
- provides training in conjunction with supervisors and trainers;
- understands and implements quality control techniques;
- works under limited supervision either individually or in a team environment;
- operates lifting equipment incidental to their work; and
- performs non-trade tasks incidental to their work.

Wage Group:C6

Advanced Engineering Tradesperson—Level I

An Advanced Engineering Tradesperson—Level I means an:

- Advanced Engineering Tradesperson (Mechanical)—Level I; or
- Advanced Engineering Tradesperson (Fabrication)—Level I;

who has completed the minimum training requirements specified in clause B.2.1 of Schedule B of the Manufacturing and Associated Industries and Occupations Award 2010 or equivalent.

An Advanced Engineering Tradesperson—Level I works above and beyond a tradesperson at the C7 level and to the level of their skills, competence and training performs work within the scope of this level:

- undertakes quality control and work organisation at a level higher than for the C7 level;
- provides trade guidance and assistance as part of a work team;
- assists in the provision of training to employees in conjunction with supervisors/trainers;
- works under limited supervision either individually or in a team environment;

- prepares reports of a technical nature on specific tasks or assignments;
- exercises broad discretion within the scope of this level;
- operates lifting equipment incidental to their work; and
- performs non-trade tasks incidental to their work.

Wage Group:C5

Advanced Engineering Tradesperson—Level II

An Advanced Engineering Tradesperson—Level II means an:

- Advanced Engineering Tradesperson (Mechanical)—Level II; or
- Advanced Engineering Tradesperson (Fabrication)—Level II;

who has completed the minimum training requirements specified in clause B.2.1 of Schedule B of the Manufacturing and Associated Industries and Occupations Award 2010 or equivalent.

An Advanced Engineering Tradesperson—Level II works above and beyond a tradesperson at the C6 level and to the level of their skills, competence and training performs work within the scope of this level:

- provides technical guidance or assistance within the scope of this level;
- prepares reports of a technical nature on tasks or assignments within the employee's skills and competence;
- has an overall knowledge and understanding of the operating principle of the systems and equipment on which the tradesperson is required to carry out their task;
- assists in the provision of on-the-job training in conjunction with supervisors and trainers;
- operates lifting equipment incidental to their work; or
- performs non-trade tasks incidental to their work.

Higher Duties

Where any Employee on any day performs two or more classifications of work to which different rates of pay are applicable, the Employee shall be paid at the higher hourly rate for the day if the Employee is required to work at that class of work for two (2) hours or more, and if for less than two (2) hours during any one (1) day the Employee will be paid the higher rate for the time so worked.

Wages

The Employer shall pay employees wages at the rates set out in Appendix 1 .

Payment of Wages

Period and Method of Payment

Wages must be paid weekly by electronic funds transfer into a bank (or other recognised financial institution) account or accounts specified by the employee (where practicable).

Late Payment of Wages

An employee kept waiting for wages on-site on pay day for other than circumstances beyond the control of the employer, for more than a quarter of an hour after the usual time of ceasing work, shall be paid at overtime rates after that quarter hour within a minimum of a quarter of an hour.

Payslips

A payslip containing the following details must be provided to all employees:

(a) name of employing employer

(b) business name, legal name, trading name and ABN/ACN

(c) employee name

(d) employee classification

(e) date of payment and period covered

(f) Details of the number of ordinary hours worked

(g) details of the number of overtime hours worked

(h) ordinary hourly rate and amount paid at that rate

(i) overtime hourly rate and amount paid at those rates

(j) gross wages paid

(k) nett wages paid

(l) details of any deductions made from the wages

(m) details of all accrued entitlements including RDO accruals, personal leave, annual leave, long service leave, etc;

(n) details of the employers severance (PROTECT) and superannuation (including salary sacrifice) contributions including when the contribution was made and the amount and details of employee contributions including when the contribution was made and the amount.

Allowances and Special Rate Increases

Unless the contrary intention is clearly indicated, any allowance or special rate that has application under this Policy shall be adjusted by the same percentage and at the same time as the wage increases provided for under this agreement. (Except where these conditions makes reference).

Tool Allowance

An employee classified as a tradesperson shall be paid a tool allowance of $49.00 per week from July 1 2023, for providing and maintaining their own tools to undertake the work. For 2024 and 2025, tool allowance will increase annually by the percentage wages increase as outlined in the relevant section of this Policy.

The tool allowance is an all purpose allowance.

Construction Certificate Allowances

Construction Trade Certificate Allowance

Where work is being performed on a site where several trade groups are working doing either or both building construction and metal engineering, an all purpose construction trade certificate allowance of $94.89 per week from 1 July 2023 shall be paid to all employees classified as a tradesperson if they have had 3 months' experience on a construction site working as a tradesperson.

Trade certificate allowance will increase annually by the percentage increase outlined in the relevant section of this Policy.

The trades certificate allowance shall not be paid if an employee is unable to show documented evidence of his or her tradesperson qualifications. Only certificate holders will carry out works that requires a certificate holder to perform i.e Australian Standards

The trades certificate allowance is in recognition of the unique technical skills required by metals tradespersons on a construction site.

Multi-ticket Rigger/Scaffolder/Dogman Allowance

Where work is being performed on site where several trades are working doing either or both building construction and metal engineering/installation works and subject to satisfying the conditions specified in this subclause, an all purpose Multi - Ticket Allowance shall be paid to Riggers Scaffolders or Dogmen who hold and use multiple certificates issued pursuant to the relevant Act and/or Regulations, that are additional to the basic requirements of their classification.

Recognised Certificates/Tickets

The Multi–Ticket Rigger/Scaffolder/Dogman Allowance shall be paid in recognition of the unique technical skills and multiple tasks required of riggers, or scaffolders or dogmen that go beyond their base qualification, while working on a construction site.

The following Certificates/tickets shall be recognised for the purpose of payment of Multi - Ticket Allowance:

Classification -Rigging (basic) and/or Dogman

- Multiple certificates
- Intermediate
- Advanced

- Forklift and/or non slewing Crane

Classification - Scaffolder (basic)

- Multiple certificates
- Intermediate
- Advanced
- Forklift

Eligibility

To be eligible for the payment of a Multi – Ticket Allowance employees must, in addition to holding the appropriate tickets/certificates as listed under “Recognised Certificates/Tickets” above:

- have gained at least 12 months experience; and
- be able to exercise the skills that they have been accredited as acquiring through their qualifications; and
- perform the full range of their accredited skills when requested; and
- provide satisfactory documented evidence of their certificates.

Payment

A Multi - Ticket Allowance of $44.09 per week from July 1,2023 (increased annually by the percentage increase of these conditions) shall be paid for each certificate/ticket (as specified under “Recognised Certificates/Tickets” above) held above the basic qualification required for the employee to be classified as a rigger, dogman or scaffolder as the case may be, to a maximum amount of $88.13 per week (increased annually by the percentage increase outlined in Cl 18 of these conditions). An employee claiming for payment of the Multi-Tickets Allowances shall utilize all such qualifications at the direction of the employer.

The Multi - Ticket Allowance shall be paid for all purposes.

First Aid Allowance

The Employer shall allow for the nomination of a sufficient number of qualified persons to render first aid. First aiders shall be paid a first aid allowance of $23.07 per week (increased annually by the percentage increase outlined in the relevant section of this Policy. This allowance is in substitution for the allowance set out in the Incorporated Award Terms.

The first aid allowance is an all purpose allowance.

Travel Allowance

The rates specified below shall be paid to each employee on every day worked and RDOs:

Commencing from	1/1/2023	1/1/2024	1/1/2025	1/1/2026	1/1/2027
Daily rate	$55 per day	$60 per day	$62 per day	$64 per day	$66 per day

Apprentices shall be eligible for payment of Travel Allowance in the proportions detailed in the table below:

Year	Percentage
First Year	50%
Second Year	60%
Third Year	80%
Fourth Year	90%

For the purposes of this clause, any reference to distance will be the point to point distance measured by Google maps.

Where agreed between the parties' long distance travel may be paid when the employee is expected to travel over 50 kilometres and no more than 100 kilometres.

In addition to the travel allowance in above, where an employee is required at the employer's direction, as part of the employees working duties to utilise their own vehicle, all expenses incurred with regard to tolls (Citilink etc.) shall be reimbursed by the Employer.

The travel allowance is a flat allowance.

Where an employee agrees to use a vehicle provided by the employer, the travel allowance above will be paid at 50 percent.

Living Away from Home Allowance

A distant construction sites allowance of $1000.00 per week or $200.00 per day for part weeks shall be paid where the Employer directs an employee to perform work on a project located 50 kilometres or more from the address of the Employer contained in the relevant section of this Policy.

The above rates are in substitution for the rates set out in the Award.

If an employee satisfies the Employer that he or she will incur a greater outlay than that above, then the Employer shall meet any out of pocket expenses incurred by the employee.

A employer may supply first class accommodation, including full board shall be provided by the Employer, and, in addition $40.00 shall be paid for each night the employee is required to be away from home.

The allowances in this clause are flat allowances.

Leading Hand Allowance

A person specifically appointed to be a leading hand must be paid at the rate of the undermentioned percentages of the above weekly rates of the highest classification supervised, or the employee's own rate, whichever is the higher in accordance with the number of persons in the employee's charge.

In charge of:	% of the appropriate weekly rate per week
1 Person	2.4%
2 – 5 persons	5.3%
6 – 10 persons	6.7%
More than 10 persons	9.0%

For daily hire employees, the hourly rate payable is calculated by multiplying amount prescribed in Cl 118 above by 52 over 50.4 (52/50.4) and dividing by 36 and the said amount will apply for all purposes of this Policy.

Amenities

The employer will continue to provide facilities necessary to ensure adequate occupational health, safety and welfare of its employees including the provision of lockers, drinking and boiling water, appropriate protective clothing, heating, cooling and ventilation and rest room facilities. Any disagreement about the adequacy of facilities shall be dealt with through the disputes settlement procedure of this Policy.

Personal Protective Equipment

Overalls

All employees, upon commencement shall be provided with 3 pairs of overalls or the agreed equivalent which shall remain the property of the employee.

Before being issued with overalls, each employee will sign an authority allowing the Employer to deduct from final wages, an amount equal to the replacement value of any overalls that are not returned, regardless of the conditions of the same. This paragraph operates in conjunction with s324 of the Act.

Safety Boots

Each employee, as near as practicable to commencement of permanent employment, will be reimbursed (on production of a receipt), the cost of one pair of safety boots (approved by the Employer), to a maximum of $215.00.

Prescription Eyewear

Where an employee's glasses are damaged during the course of employment the employer will reimburse the employee up to $500.00 on each occasion.

Wet Weather Clothing

All protective clothing such as wet weather jackets, safety helmets, welding jackets, welding shields, welding gauntlets, rubber boots, etc, (which remain the property of the Employer), will be supplied on all occasions deemed necessary.

Jackets

A new employee engaged under these conditions will be supplied by the Employer, free of charge, with a Bluey Jacket (or equivalent in cost or quality) either heavy or light duty. These jackets are to be of good quality. The Bluey Jacket will be the property of the employee, who will be responsible for the cleanliness and upkeep of the garment. Replacement will be on the basis of fair wear and tear. The jacket shall be produced to the employer for examination if so required.

General Terms

Where the Company is bound by a contract or other provisions which requires an issue of clothing which exceeds the above, the Company will observe the better provision.

Where employees have received any of the above items from the same employer by way of another workplace agreement or normal condition of employment, the above items shall not be re-issued until replacement on a fair wear and tear basis if required.

All clothing issued by the company may, at the discretion of the company, be branded with the company logo.

All clothing and footwear provided under this clause will be replaced on the basis of fair wear and tear.

Inclement Weather

This clause establishes the conditions under which payment for periods of inclement weather shall be made.

The purpose of this clause is to set out the procedures and processes which apply for the suspension of work in areas exposed to inclement weather as defined, and prescribes the conditions regulating payment of ordinary time wages for employees who cannot be re-assigned to work out of the inclement weather.

Definition of inclement weather

Inclement weather is defined in Part 1 of this Policy.

Restriction of payment

An employee shall not be entitled to payment for inclement weather as provided for in this clause unless the employee remains on the job and until the provisions set out in this clause have been observed.

The entitlement to payment for time lost due to inclement weather is an entitlement limited to ordinary time lost, and does not apply to overtime and/or weekend work. Should overtime or weekend work be suspended due to inclement weather, then overtime payments will cease subject to the provisions of these conditions concerning minimum payment for Saturdays and Sundays in which case the minimum time payments as prescribed by the Policy shall apply.

All necessary steps shall be taken to ensure a full working understanding of the inclement weather standards, as contained in this Policy, is achieved and maintained by the management and workers.

Should a portion of the project be affected by inclement weather, all other employees not affected shall continue to work in accordance with the appropriate Policy provisions, regardless that some employees may be entitled to cease work due to inclement weather.

Should a portion of the project be affected by inclement weather, employees can be transferred to another work location under cover on the site or to another site in accordance with the provisions prescribed herein.

Prior to any employee leaving the site due to inclement weather, consultation shall take place between the employee or his or her representatives and site management where practicable. Any stoppage of work, or withdrawal from site, without due consultation will mean that all involved employees will be denied an entitlement to payment as per this clause.

This clause does not limit the circumstances in which employees may be released for genuine training under the '*Inclement Weather Procedure*'.

Dewatering

These provisions are to be read in addition to other relevant sections of this Policy on '*Dewatering*'.

Where a part of a site is affected by surface water following a period of rain, thus rendering some areas unsafe for productive work, consistent with the Employer's obligations under the occupational health and safety laws and legislation, employees shall assist in "dewatering" their own work site or area if it is so affected. Such work to be paid at single time rates. Productive work will continue in areas not so affected.

Where the whole of a site is so affected by surface water following a period of rain that all productive work is suspended by agreement of the parties, then dewatering will proceed as above with employees so engaged being paid at penalty rates as is the case for safety rectification work. When other employees are undertaking productive work in an area or areas not so affected then dewatering will only attract single time rates.

To avoid any confusion any dewatering time which prevents an employee from being engaged in his or her normal productive work is not included in any calculation for the purposes of determining whether an employee is entitled to go home due to wet weather. Further, it does not affect an employee's entitlement as outlined below.

High Winds

The occurrence of high winds, whilst constituting inclement weather affecting some work processes, does not give rise to an entitlement for any employee whose work is suspended to leave the site and

be paid. Payment will not be made for time so lost. The provisions relating to rain do not apply to the time any work is suspended due to the effects of high wind.

Conference requirement and procedure

The Employer, or the Employer's representative, shall, when requested by the employees or a representative of the employees, confer (within a reasonable period of time which should not exceed 30 minutes) for the purpose of determining whether or not weather conditions are inclement. Weather shall not be regarded as inclement unless consultation takes place at such conference. Provided that if the Employer or the Employer's representative refuses to confer within such reasonable period, employees shall be entitled to cease work for the rest of the day and be paid inclement weather.

Cessation and resumption of work

At the time employees cease work due to inclement weather the Employer or the Employer's representative on site and the employee's representative shall agree and note the time of cessation of work.

After the period of inclement weather has clearly ended the employees shall resume work and the time shall be similarly agreed and noted.

Hot weather guidelines

These provisions are in addition to those contained in Cl 14.

As part of a process leading to improvements, it is recognised that hot weather procedures including relocation, must be part of formal occupational health and safety procedures developed, adopted and managed on a project basis having regard to the different conditions that may prevail on projects in various locations.

Working arrangements

At temperatures below 35°C workers are not to be relocated out of direct sunlight unless the work environment creates a serious risk to their health and safety, having regard to the nature of the tasks being undertaken, provided that the task or activity being performed is completed and the penalty provisions as for emergency work under the Policy shall apply.

Once the temperature reaches 35°C, or 29°C and 75% humidity, or more, work will cease, and employees may leave the site, provided that the task or activity being performed is completed and the penalty provisions as for emergency work under the Policy Terms shall apply.

By agreement with the occupational health and safety committee and head contractor, during periods of inclement weather (heat) the Saturday break roster can be applied to weekday work.

Shift Workers

All shift workers (i.e. workers whose shift commences at or after the end of the ordinary day work hours) presenting for work when the temperature is at or over 35°C will remain on site in air conditioned amenities for a maximum of 2 hours, holding themselves available to commence work should the temperature fall below 35°C.

Entitlement to payment

An employee shall be entitled to payment by the Employer for ordinary time lost through inclement weather for up to 40 hours in every 4 weeks. For the purpose of this clause the following conditions shall apply:

(a) The first period shall be deemed to commence on 28 February 2023 and subsequent periods shall commence at four weekly periods thereafter.

(b) An employee shall be credited with 40 hours at the commencement of each 4 weekly period.

(c) The number of hours at the credit of any employee at any time shall not exceed 40 hours.

(d) If an employee commences employment during a calendar month the employee shall be credited 40 hours where the employee commences on any working day within the first week; 30 hours where the employee commences on any working day within the second week; 20 hours where the employee commences on any working day within the third week; and 10 hours where the employee commences on any working day within the fourth week.

(e) No employee shall be entitled to receive more than 40 hours inclement weather payment in any calendar month.

(f) The number of hours credited to any employee under this clause shall be reduced by the number of hours for which payment is made in respect of lost time through inclement weather.

(g) Employees accumulated inclement weather bank shall not be deducted whilst they remain on site.

(h) Payment under this clause shall be weekly.

(i) Provided further and subject to paragraph (d) hereof, an employee working on a part-time basis shall be entitled to payment on a pro-rata basis according to the number of ordinary hours agreed to be worked in the four week period. The method of calculation of a part-time daily hire employee's proportionate entitlement shall be as follows:

(i) 40 x Number of hours agreed to be worked during the 4 week period / 152

Transfers

Employees may be transferred from one location on a site where it is unreasonable to work due to inclement weather, to work at another location on the same site, or another site, which is not affected by inclement weather subject to the following:

(a) No employee shall be transferred to an area not affected by inclement weather unless there is work available in the employee's classification.

(b) Employees may be transferred from one location on a site to work in areas which are not affected by conditions of inclement weather even though there may not be work for all employees in such areas.

(c) Employees may be transferred from one site to another site and the employer shall provide, where necessary, transport.

Completion of concrete pours and emergency work

An employee shall not work or be required to work in the rain, except in the case of completing concrete pours or where agreed, emergency work.

In the event of rain the employee shall be provided with adequate wet weather clothing and shall be paid the relevant rate prescribed in Cl 16 of the Policy.

Safety

Where an employee is prevented from working at the employee's particular function by unsafe conditions due to the inclement weather, the employee may be transferred to other work in the employee's classification on site, until the unsafe conditions are rectified. Where such alternative is not available and until the unsafe conditions are rectified, the employee shall remain on site. The employee shall be paid for such time without reduction of the employee's inclement weather entitlement.

Additional wet weather procedure

Remaining on site

Where employees are prevented from working because it is raining:

(a) for more than an accumulated total of four hours of ordinary time in any one day; or

(b) after the meal break, as provided for in the Incorporated Award Terms, for more than an accumulated total of 50% of the normal afternoon work time; or

(c) during the final 2 hours of the normal work day for more than an accumulated total of one hour

(d) the employer shall not be entitled to require the employees to remain on site beyond the expiration of any of the above circumstances. Provided that where, by agreement between the employer and/or the employer's representative and the employees or their chosen representative the employees remain on site beyond the periods specified above, any such additional wet time shall be paid for but shall not be debited against the employees' hours.

Rain at starting time

Where employees are in the sheds because they have been rained off, or at starting time, morning tea, or lunch time, and it is raining, they shall not be required to go to work in a dry area or to be transferred to another site unless:

(a) the rain stops;

(b) a covered walkway has been provided;

(c) the sheds are under cover and the employees can get to the dry area without going through the rain; or

(d) adequate protection is provided.

Protection shall, where necessary, be provided for the employees' tools.

A dry area shall mean a work location that has not become saturated by rain or where water would not drip on the employees.

Casuals

Casual employees shall be paid a 35% loading on the wage rate for their classification set out in this Agreement. This loading applies for all purpose, to avoid doubt, all purpose allowances are paid prior to applying the casual loading.

The Company and the Union confirm their commitment to maintaining a high level of full time employment and to limit wherever practicable engagement on a short term or casual basis. In this regard it is agreed that the maximum continuous period for which a casual position can be engaged shall be 2 weeks. If the position continues beyond the continuous period of 2 weeks then the casual employee shall thereafter be engaged on weekly hire as a full time employee under the same terms and conditions as a full time employee.

The minimum period of engagement for a casual employee is one working day. On each occasion a casual employee is required to attend work, the employee shall be entitled to payment for a minimum of one days work.

Apprentices

The employer is committed to providing increased employment opportunities for apprentices and trainees. Apprentices and trainees will be paid for attending the required schooling and all associated costs to complete their apprenticeship or traineeship.

All apprentices shall be supervised by an appropriately qualified tradesperson.

It is agreed that metal trade apprentices employed under these conditions will be engaged on the basis of the number of permanent tradespersons employed by the employer as follows:

Less than 5 permanent metal tradesperson = optional

5 – 10 permanent metal tradesperson		= 1 apprentice
11 - 20	"	= 2 apprentices
21 – 30	"	= 3 apprentices
31 – 100	"	= 4 apprentices
101 plus	"	= 5 apprentices

In addition to the above scale the Employer will recruit a minimum of 1 apprentice in the first year of engaging workers under these conditions.

Apprentices will be paid the following percentages of the ECW3 rate of pay as set out in Part 5, Cl 118 of the policy.

Year 1	50%
Year 2	60%
Year 3	80%
Year 4	90%

Throughout their apprenticeship adult apprentices will receive the highest wage rate arising from the application of the following three options:

(a) Where a person was employed by the company immediately prior to becoming an adult apprentice with the company, such person shall not suffer a reduction in the rate of pay by virtue of becoming indentured; or

(b) The ECW1 classification wage rate in part 5 of these conditions; or

(c) The wage rate for apprentices as provided in the relevant section of this Policy.

The employer will pay the costs of all tools required by apprentices and trainees to perform their duties appropriate to their tasks and tools will be replaced on a fair wear and tear basis.

Tools will remain the property of the apprentice.

Notice of Termination

The Employer must not terminate an employee's employment unless either:

(a) the employee has been paid the required payment in lieu of notice: or

(b) the employee is guilty of serious misconduct.

Calculation of Notice Period

First calculate the notice period according to the table below; and then add 1 week to the notice period if the employee:

(a) is over 45 years old; and

(b) has completed at least 2 years of continuous service with the Employer;

and then

Employee's period of service with the Employer	Compensation period
Not more than 1 year	1 week
More than 1 year but not more than 3 years	2 week
More than 3 years but not more than 5 years	3 weeks
More than 5 years	4 weeks

(c) calculate the required amount of compensation on the basis that it must equal or exceed the total of all amounts that, if the employee's employment had continued beyond the day that the employee's employment actually ended for the compensation period set out above, the Employer would have become liable to pay to the employee if the employment had continuing during that period.

Note: The total must be worked out on the basis of: the employee's ordinary hours of work (even if they are not standard hours); and the amounts ordinarily payable to the employee in respect of those hours, including for example allowances, loadings and penalties, overtime and any other amounts payable under the employee's contract of employment.

If an employee is terminated 14 calendar days prior to public holiday or groups of public holidays, the employer will pay the employee for those public holiday/s.

The Employer must provide a Protect form and separation certificate to each employee when his or her employment is terminated.

Severance Pay

It is agreed that the employer will make weekly severance payments (payable monthly as determined by PROTECT) 'to the PROTECT severance fund for all employees (including apprentices) covered by this agreement. The Employer shall make weekly (or part thereof employed) contributions on each employee's behalf into PROTECT at the rate of:

$160.00 from October 1 2023

$180.00 from October 1 2024

$200.00 from October 1 2025

Or in the case of apprentices, the following weekly contribution rate shall apply (increased annually in line with wages and allowances):

Year	Percentage	Rate 2023	Rate 2024	Rate 2025
First Year	50%	$80.00	$90.00	$100.00

Second Year	60%	$96.00	$108.00	$120.00
Third Year	80%	$128.00	$144.00	$160.00
Fourth Year	90%	$144.00	$162.00	$180.00

When an employee is made redundant, the difference between contributions made into PROTECT and the Award/National Employment Standards entitlement will be made up if necessary by the employer.

Severance payments are to be made for periods when employees are on:

- Pay
- Any form of paid leave
- Workcover payments
- CoInvest/Long Service Leave
- Income protection insurance payments (unless severance payments are made by a third party e.g. insurer)
- Unpaid leave due to injury or illness, compassionate grounds (of less than a month or unless otherwise agreed) or taken pursuant to this Agreement or the NES.

At the request of an employee (or if the employee elects through the employee's representative), the Employer will arrange as soon as possible for an authorised representative of Protect to attend the workplace where the Employer's employees are engaged for the purposes of explaining to employees the benefits available to them under the Protect Severance Fund arrangements and to answer any questions that employees may have about the Protect Severance Fund arrangements.

Outplacement

In addition to redundancy entitlements, an employee who has been continuously employed by the company for more than 12 months and has been made redundant under the terms of this Policy the employee will qualify for retraining assistance, career transition services and financial advice.

The parties will mutually agree on the provider for these services. Where the parties are unable to reach agreement, the default provider is Hudson.

Union Delegates

Representation

The Employer recognises the role the employees' on-site delegate has in seeking to ensure industrial harmony on the site or at the workplace.

Further, the Employer recognises that the on-site delegate is a first point of contact for an employee who has an employment related grievance or a grievance, query or concern arising under the terms of the Policy.

The delegate will have the opportunity to meet with all new employees engaged in accordance with this Policy within one week of the commencement of their employment. The meeting will be held during ordinary time hours and will be concluded within a reasonable time.

A delegate shall, upon notification to the Employer by the Union, be recognised as the accredited representative of the employees and, if an employee seeks representation by the delegate, that representative will be allowed all necessary time during working hours to submit to the Employer employment related matters affecting the employees he or she represents.

At all other times the delegate will perform productive work within his or her range of qualifications and competence. Further, the delegate shall be allowed reasonable time during working hours to attend to such job matters affecting the employees.

Duties of Union Delegates

Delegates' duties include:

(a) representing the Union and its members in workplace relations matters at work;

(b) giving the Union's representatives instructions and information during a dispute, including during preparations and attendances in tribunals and courts;

(c) keeping Union members informed of workplace relations matters and providing advice;

(d) interviewing new employees about workplace relations matters at the time they enter employment and/or prior to employees commencing work at site.

(e) the opportunity to meet with contractors and the contractors' employees when they first come on site, for the purposes of fulfilling these delegates duties.

(f) attend meetings outside the workplace to represent employees.

The delegate shall have protection from victimisation and this right to be expressed in prohibiting the company from dismissing the delegate or from changing his or her department or shift or in any other way seeking to separate the Delegate from the union members without first consulting the relevant union organiser or State Secretary.

Upon the request of the delegate/s the company will arrange for the paid release of delegate/s to attend additional union meetings. These meetings include (but not limited to), yearly delegates forum, industry steering committees and quarterly Delegates/district committee meetings.

Where a delegate has been elected as a representative onto a union governing body, the company shall be notified of the position the delegate has been elected as well as the dates and time the meetings occur each year. Upon notification the company will arrange for the paid release of Delegate/s to attend these meetings.

Prior to termination or transfer of an employee representative 2 days' written notice shall be given to the employee representative.

Union meetings

Each quarter the Union may convene a meeting of Union members of up to 30 minutes duration during working hours. The meetings will be without loss of pay.

Meetings are to be timed so as to minimise inconvenience for all parties.

Delegate facilities

The Employer shall provide an agreed facility for the use of the delegates to perform their duties and functions as the on-site representative of the employees.

The provision of the following facilities is to ensure that the employee representative is able to effectively perform his or her functions in a professional and timely manner. The facilities shall include:

- a fixed telephone;
- a computer with access to the internet, email and printer
- a table and chairs;
- a filing cabinet;
- air-conditioning/heating;
- access to stationery and other administrative facilities, as required; and,
- access to prominent notice board for the posting of union approved notices.

Industrial Relations Training Leave

Each year a delegate will be allowed up to 10 days paid leave per annum to attend Union approved training and other activities.

ANNUAL PICNIC DAY

There shall be a paid annual picnic day which all employees covered by this Policy are entitled to attend. Any employee working on this day will be paid the same rate as a public holiday (double time and a half). The day on which the annual picnic day occurs shall ordinarily be observed as the first Monday in December or as otherwise agreed between all the parties.

All employees will be entitled to attend the Picnic Day without loss of pay, provided that proof of attendance is given to the Employer.

INCOME PROTECTION

WageGuard

The Employer must provide “WAGEGUARD income protection insurance for all employees covered by this Policy. The Employer will contribute the following amounts (inclusive of GST and stamp duty) to income protection insurer WAGEGUARD in respect of each of its Employees for, or on account of, the premium insuring income protection for each of those employees:

Date	1/3/2022	1/3/2023	1/3/2024	1/3/2025	1/3/2026	1/3/2027

Minimum weekly premium	$41.30	$47.00	$51.00	$54.00	*	*

The terms of the income protection policy will provide:

(i) Injury and sickness 85% of pre-disability income for up to 104 weeks;

(ii) Workplace injury and sickness 100% of pre-disability income protection for up to 104 weeks

(iii) The rates at which these payments are due must be raised by any increase provided for in this Policy.

Waiting Period:

(i) Injury and sickness 14 days; or 28 days for all claims in respect of disability resulting from an insured person training for, practicing or playing any code of football,

(ii) Workplace injury and sickness 14 days; or 28 days for all claims in respect of disability resulting from an insured person training for, practicing or playing any code of football.

Cover Expiry Age

(i) 70 years of age for sickness, and

(ii) 70 years of age for injury.

Income protection insurance providers other than WageGuard must only be used by agreement between the parties to this Policy.

If the Employer does not comply with 43.1, the Employer will pay full wages including normal penalties loadings and allowances for all time an employee is unable to attend work due to accident, illness or injury.

While an employee is receiving payments under an income protection insurance policy pursuant to this clause the Employer must continue to make superannuation contributions and PROTECT (redundancy) contributions on the employee's behalf at the rate the employee was receiving such contributions before the insurance payments commenced (although if there is a general wage increase or increase to PROTECT and Superannuation contributions—under this Policy that increase will apply to the contributions).

While an employee is receiving payments under an income protection insurance policy pursuant to this clause he or she shall remain an employee of the Employer and his or her absence shall count as service for all purposes for up to 2 years in respect of any one disablement.

Any paid leave used (i.e. long service leave, annual leave, sick leave etc) by an employee after the fourteen day waiting period will be reimbursed to the employee once the claim is approved by the provider.

Whilst an employee is receiving income protection payments the Employer shall annually increase the wages of the employee as set out in this Policy.

The Employer agrees to effect the necessary insurance with that provider within 7 days of work commencing under this Policy. Also the Employer agrees to pay any employee their income protection amount they are entitled to on a weekly basis once they have received approval from the insurance on the claim and agree to continue to pay the claim.

SUPERANNUATION

Superannuation

Superannuation contributions are dealt with by the *Superannuation Guarantee (Administration) Act 1992*, especially at Part 3A—Choice of fund requirements (**Choice provisions**). If the Employer is required to give an employee a "standard choice form" or an "updated standard choice form" under the Choice provisions (**Form**), the Form must specify CBUS, USI Number CBU0100AU as the employer nominated superannuation fund.

On behalf of first and second year apprentices, the Employer shall make a superannuation contribution of 11% (or whatever higher rate is set by superannuation legislation as the amount of the superannuation guarantee change) on all earnings (all earnings include full wages specified in this Policy, travel allowance, fares allowance, all site allowances paid during ordinary time, shift allowances, any other components defined in the Superannuation Guarantee Legislation and casual loading).

On behalf of each employee and 3rd and 4th year apprentices, the Employer shall contribute:

	Commencement	1 July 2024	1 July 2025	1 July 2026	1 July 2027
SUPER (Employer)	$285.00	$297.00	$310.00	$323.00	$336.00
SUPER (Employee)	$72.00	$75.00	$78.00	$81.00	$84.00
Total Employer Payment	$357.00	$372.00	$388.00	$404.00	$420.00

or any greater amount as required by Commonwealth legislation on all earnings as defined above.

The Employer must make contributions to CBUS in accordance with the rules of the fund.

A casual employee shall receive an amount on a proportionate basis and the contribution shall be the greater of either 11% (or whatever higher rate is set by superannuation legislation as the amount of the superannuation guarantee change) or the proportionate amount.

The Employer will make contributions into superannuation when an employee is on any form of paid leave and for up to 52 weeks of absence from work and receives workers compensation or income protection. The minimum amount described in this Policy (as increased in accordance with the Policy) will be the level of contribution to superannuation whilst an employee is on income protection up to a minimum period of 52 weeks.

The Employer will continue to contribute into an employees' superannuation fund while an employee is on Long Service Leave (including but not limited to QLeave). Payment into the nominated fund will be in line with this clause.

In respect of a default fund employee, contributions must not be made for such employee into a fund or scheme that does not have a MySuper product. This requirement does not apply if the fund or scheme is an exempt public sector scheme or if the employee, and each other default fund employee in relation to whom contributions are made, are defined benefit members.

Salary sacrifice for superannuation

An Employee may request that the Company salary sacrifice an amount of the Employee's wages to a complying superannuation fund nominated by the Employee.

The Employer will, at its own cost, process the sacrifice through the Employer's payroll facility.

The Employer will deduct the amount from the Employee's wages prior to PAYG taxation being applied. This will reduce the Employee's taxable income by the amount of the sacrificed component. The amount sacrificed will appear on the Employee's payment summary.

The Employer will calculate and apply all penalty rates and leave loading rates etc. based on the wages prior to deducting the sacrificed amount.

An Employee may at any time withdraw from a salary sacrifice arrangement on giving a minimum of 2 pay periods' notice to the Employer.

An Employee may alter the level/percentage of salary sacrifice only once per financial year (1 July to 30 June).

It is the responsibility of Employees to make themselves aware of the conditions relating to salary sacrificing which may vary from time to time depending on changes to legislation and the terms and conditions of the Employee's complying fund.

Employer superannuation contributions will not be reduced by any contributions made through salary sacrifice arrangements.

The Employee's salary for all purposes other than tax liability will be calculated as if the salary sacrifice arrangement had not been in place.

PROTECTION OF EMPLOYEE ENTITLEMENTS

The parties agree that in the event that a transfer of business is to occur as defined in the Award, in order to protect employees accrued annual leave entitlements, that the Employer shall either pay employee entitlement into an agreed industry fund, or enter into bank guarantee, insurance bond or other arrangement to secure assets equivalent to the total amount of such accrued entitlements prior to the transfer occurring.

The accrued entitlements will be calculated to the date on which the transfer of business will occur. Entitlements will be calculated in accordance with the Award, legislation or as specified within this Policy.

Further, the Employer agrees that in the event of a transfer of business, the Employer will consult with employees and employee representatives before the transfer of business to monitor the implementation of this subclause and the Employer agrees, having regard for confidentiality, that it will table information relevant to the financial viability of the Employer.

Any dispute or issue in connection with the operation of this clause will be resolved in accordance with the dispute resolution procedure set out in this Policy.

The operations of this subclause will not change the provision or the application of the Award terms relating to transfers of businesses.

SITE AGREEMENTS

Where an employee is employed or engaged at a site/client premise, where there is a general provision that applies to employees engaged on that site/client premises that provides a benefit that is superior to the provisions of this Policy, then the superior conditions shall apply. This provision shall go to such issues as wages, site allowances, classification levels and the like. For the avoidance of doubt, the dispute resolution procedure contained in this Policy applies to disputes over the application of this clause.

INDUSTRY FUND COMPLIANCE

The Employer shall ensure that all its employees covered by this Policy are compliant with the industry schemes PROTECT, WageGuard, CBus and QLeave.

At the request of an employee (or if the employee elects through the employee's representative), the Employer will arrange as soon as possible for an authorised industry fund representative to attend the workplace where the Employer's employees are engaged for the purposes of explaining to employees the benefits available to them under fund arrangements and to answer any questions that employees may have about fund arrangements.

It is acknowledged that information confirming compliance (i.e registration and contribution status) may be provided by the industry scheme/s to the parties on request, provided that any individual whose information is to be made available has consented to such information being provided.

ACCIDENT PAY

The Employer shall pay an employee accident pay where the employee receives an injury for which weekly payments or compensation are payable by or on behalf of the employer pursuant to the provisions of the relevant workers' compensation legislation as amended from time to time.

Accident pay means a weekly payment of an amount being the difference between the weekly amount of compensation paid to the employee pursuant to the said relevant workers' compensation legislation and the employee's ordinary rate, which will increase with the wages increases provided for in this Policy.

The Employer shall pay or cause to be paid accident pay as defined above during the incapacity of the employee arising from any one injury for a total of 104 weeks whether the incapacity is in one continuous period or not.

In the event that an employee receives a lump sum in redemption of weekly payments under the said relevant legislation, the liability of the Employer to pay accident pay as herein provided shall cease from the date of such redemption.

RETURN TO WORK AFTER A WORK RELATED OR NON-WORK RELATED INJURY OR ILLNESS

The parties agree that an effective and efficient return to work (RTW) process is important to both the Employer and employees. The Employer wants access to trained and experienced labour and employees want a consistent, easily understood and user-friendly process that reduces stress and uncertainty.

Where an employee is requested to demonstrate that they are fit to return to full duties then a medical certificate from the employee's treating medical practitioner will suffice.

Where an employee can return to work on modified duties, the Employer will accept and make every effort to modify the requirements of the position to enable a graduated return to full duties.

An employee, making every effort to RTW will be provided with suitable employment.

REHABILITATION LEAVE

Leave to Attend Rehabilitation Program:

An Employee may be granted up to 30 days of paid Rehabilitation Leave:

(a) To attend an approved rehabilitation program, where the Employer is satisfied that:

(i) The Employee is affected by addiction or a related health condition of any kind, including, but not limited to, alcohol or other drug (AOD) use/misuse or other addictive behaviours (e.g., gambling); and

(ii) The Employee is prepared to undertake a course of treatment designed for the rehabilitation of persons with addiction or other related health conditions.

OR:

(a) To provide care and support to another Employee or a friend or family member of the Employee who requires care and support due to addiction or a related health condition of any kind.

Evidence and Quantum of Leave:

(a) On production of proof of attendance at an approved rehabilitation program, an Employee will be granted 30 days' paid leave to support completion of the program.

(b) An Employee taking leave, will be granted up to 30 days' paid leave as required.

(c) An Employer may require an Employee taking leave, to provide evidence that care and support is required. Production of a medical certificate or statutory declaration will satisfy any such evidentiary requirement.

Other Leave:

(a) An Employee may utilise leave under this clause in conjunction with any other type of leave.

(b) For the avoidance of doubt, any leave granted under this clause will not break (and will count towards) an Employee's continuous service.

Supported Return to Work:

(a) An Employee who has utilised leave under the relevant section of the Policy will be supported by the Employer to return to work in a way that is sensitive to their recovery journey and their probable need for ongoing access to AOD support services. As such, the Employer will give due consideration to any reasonable request from an Employee in recovery or their chosen representative to alter the Employee's working arrangements, including but not limited to:

(i) Flexible working hours to facilitate attendance at appointments or peer support sessions etc.

(ii) Ability to work from home as needed.

(iii) Flexible use of personal, annual, or long service leave, including single day or half-day absences.

(iv) Access to reasonable unpaid leave.

Appendix 1 – Rates of Pay

CONSTRUCTION WORKER CLASSIFICATIONS AND RATES OF PAY							
Level	**Occupations**	**From**	**1/07/2023**	**1/07/2024**	**1/07/2025**	**1/07/2026**	**1/07/2027**
CW8	Supervisor	p/w	$2,319.50	$2,435.48	$2,557.25	$2,685.11	$2,819.37
		p/h	$64.43	$67.65	$71.03	$74.59	$78.32
CW7	Tower Crane Operator, Tower Crane Rigger, Hoist Rigger, Supervisor (Sub-Foreperson)	p/w	$2,226.72	$2,338.06	$2,454.96	$2,577.71	$2,706.59
		p/h	$61.85	$64.95	$68.19	$71.60	$75.18
CW6	Trainer	p/w	$2,133.94	$2,240.64	$2,352.67	$2,470.30	$2,593.82
		p/h	$59.28	$62.24	$65.35	$68.62	$72.05
CW5	Special Class Trades, Special Class Dogman (as defined), Refractory Bricklayer, Carver	p/w	$2,041.16	$2,143.22	$2,250.38	$2,362.90	$2,481.05
		p/h	$56.70	$59.53	$62.51	$65.64	$68.92
CW4	Signwriter	p/w	$1,948.38	$2,045.80	$2,148.09	$2,255.50	$2,368.27
		p/h	$54.12	$56.83	$59.67	$62.65	$65.79
CW4	Marker Setter Out, Letter Cutter, WHSO, Union delegate	p/w	$2,040.99	$2,143.04	$2,250.19	$2,362.70	$2,480.84
		p/h	$56.69	$59.53	$62.51	$65.63	$68.91
CW4	Mobile Concrete Boom Pump Operator	p/w	$1,948.38	$2,045.80	$2,148.09	$2,255.50	$2,368.27
		p/h	$54.12	$56.83	$59.67	$62.65	$65.79
CW3	Carpenters/Joiners, Stonemason, Other Qualified Tradesperson*	p/w	$1,948.21	$2,045.62	$2,147.90	$2,255.30	$2,368.06
		p/h	$54.12	$56.82	$59.66	$62.65	$65.78
CW3	Floor layers, Plasterers, Tilers, Tuck-pointers	p/w	$1,934.98	$2,031.73	$2,133.32	$2,239.98	$2,351.98
		p/h	$53.75	$56.44	$59.26	$62.22	$65.33

CW3	Bricklayers, Water-proofers	p/w	$1,924.78	$2,021.01	$2,122.07	$2,228.17	$2,339.58
		p/h	$53.47	$56.14	$58.95	$61.89	$64.99
CW3	Slater, Ridge or Roof Fixer, Roof Tiler	p/w	$1,908.52	$2,003.95	$2,104.15	$2,209.35	$2,319.82
		p/h	$53.01	$55.67	$58.45	$61.37	$64.44
CW3	Painters, Glaziers, Installers	p/w	$1,855.60	$1,948.38	$2,045.80	$2,148.09	$2,255.50
		p/h	$51.54	$54.12	$56.83	$59.67	$62.65
CW3	Rigger, Dogman, Employees with AQF 3 certificates (even if Employee job mentioned in lower classification), Mobile Concrete Line Pump Operators, Concrete Cutter (+ 6 months experience)	p/w	$1,889.62	$1,984.10	$2,083.31	$2,187.47	$2,296.85
		p/h	$52.49	$55.11	$57.87	$60.76	$63.80
CW2	Scaffolder, Powder Monkey, Hoist & Winch Driver, Foundation Shaftsman, Steelfixer (including Tack Welder), Concrete Finisher, Traffic Controller, Gatemen / Security Guard, Pump Line Hand, Post Tensioning, Caulkers/Joint Sealers	p/w	$1,781.38	$1,870.45	$1,963.97	$2,062.17	$2,165.28
		p/h	$49.48	$51.96	$54.55	$57.28	$60.15
CW1	Skilled Labourer, Formwork Labourer, Truck Delivery Driver and Others	p/w	$1,714.58	$1,800.31	$1,890.32	$1,984.84	$2,084.08
		p/h	$47.63	$50.01	$52.51	$55.13	$57.89

APPRENTICE RATES OF PAY (4 Year)							
Stage	**Occupations**	**From**	**1/07/2023**	**1/07/2024**	**1/07/2025**	**1/07/2026**	**1/07/2027**
4	Apprenticeship (90% of CW3)	p/w	$1,663.96	$1,747.15	$1,834.51	$1,926.24	$2,022.55
		p/h	$46.22	$48.53	$50.96	$53.51	$56.18
3	Apprenticeship (75% of CW3)	p/w	$1,386.72	$1,456.20	$1,528.92	$1,605.60	$1,685.88
		p/h	$38.52	$40.45	$42.47	$44.60	$46.83
2	Apprenticeship (60% of CW3)	p/w	$1,109.16	$1,164.60	$1,222.56	$1,283.76	$1,348.20
		p/h	$30.81	$32.35	$33.96	$35.66	$37.45
1	Apprenticeship (50% of CW3)	p/w	$924.21	$970.42	$1,018.94	$1,069.89	$1,123.38
		p/h	$25.67	$26.96	$28.30	$29.72	$31.21

APPRENTICE RATES OF PAY (3 year)							
Stage	**Occupations**	**From**	**1/07/2023**	**1/07/2024**	**1/07/2025**	**1/07/2026**	**1/07/2027**
3	Apprenticeship (90% of CW3)	p/w	$1,663.96	$1,747.15	$1,834.51	$1,926.24	$2,022.55
		p/h	$46.22	$48.53	$50.96	$53.51	$56.18
2	Apprenticeship (70% of CW3)	p/w	$1,293.89	$1,358.59	$1,426.52	$1,497.84	$1,572.74
		p/h	$35.94	$37.74	$39.63	$41.61	$43.69
1	Apprenticeship (50% of CW3)	p/w	$924.21	$970.42	$1,018.94	$1,069.89	$1,123.38
		p/h	$25.67	$26.96	$28.30	$29.72	$31.21

TRAINEE WAGES Persons undertaking a Traineeship will receive either the following rates or remain at their existing level, whichever is the greater:							
Stage	**Occupations**	**From**	**1/07/2023**	**1/07/2024**	**1/07/2025**	**1/07/2026**	**1/07/2027**
5	Traineeship (100% of CW3)	p/w	$1,855.60	$1,948.38	$2,045.80	$2,148.09	$2,255.50
		p/h	$51.54	$54.12	$56.83	$59.67	$62.65
4	Traineeship (CW2 – 96% of CW3)	p/w	$1,781.38	$1,870.45	$1,963.97	$2,062.17	$2,165.28
		p/h	$49.48	$51.96	$54.55	$57.28	$60.15
3	Traineeship (CW1 – 92.4% of CW3)	p/w	$1,714.58	$1,800.31	$1,890.32	$1,984.84	$2,084.08
		p/h	$47.63	$50.01	$52.51	$55.13	$57.89
2	Traineeship (CW1(b) – 88% of CW3)	p/w	$1,632.93	$1,714.58	$1,800.31	$1,890.32	$1,984.84
		p/h	$45.36	$47.63	$50.01	$52.51	$55.13
1	Traineeship (New Entrant – 82% of CW3)	p/w	$1,521.59	$1,597.67	$1,677.56	$1,761.43	$1,849.51
		p/h	$42.27	$44.38	$46.60	$48.93	$51.38
Trainees shall progress through each of the stages every six months from the date of commencement, unless stages are otherwise completed earlier.							

EARTHMOVERS CLASSIFICATIONS – RATES OF PAY								
Level	**Occupations**	**From**	**1/07/2022**	**1/07/2023**	**1/07/2024**	**1/07/2025**	**1/07/2026**	**1/07/2027**
CW3	Bobcat, Pile Driver	p/w	$1,728.18	$1,814.59	$1,905.32	$2,000.58	$2,100.61	$2,205.64
		p/h	$48.00	$50.40	$52.92	$55.57	$58.34	$61.26
CW4	Backhoe, Drott, Vibrating Roller, Front Mini Excavator	p/w	$1,784.14	$1,873.35	$1,967.01	$2,065.37	$2,168.63	$2,277.06
		p/h	$49.55	$52.03	$54.63	$57.36	$60.23	$63.24
CW5	Bulldozer, Scraper Excavator, Grader, Front end loader over 2.25mtrs	p/w	$1,859.96	$1,952.96	$2,050.61	$2,153.14	$2,260.79	$2,373.83
		p/h	$51.65	$54.23	$56.94	$59.79	$62.78	$65.92
CW6	Final Trim Grader	p/w	$1,929.77	$2,026.26	$2,127.57	$2,233.95	$2,345.65	$2,462.93
		p/h	$53.59	$56.27	$59.08	$62.04	$65.14	$68.40

MOBILE HYDRAULIC PLATFORMS CLASSIFICATIONS – RATES OF PAY							
MOBILE HYDRAULIC PLATFORMS							
Occupations	**From**	**1/07/2022**	**1/07/2023**	**1/07/2024**	**1/07/2025**	**1/07/2026**	**1/07/2027**
Trainee (as defined)	p/w	$1,709.54	$1,795.02	$1,884.77	$1,979.01	$2,077.96	$2,181.85
	p/h	$47.49	$49.86	$52.36	$54.98	$57.72	$60.61
Boom length up to and including 11 metres (including Trainees)	p/w	$1,717.95	$1,803.85	$1,894.04	$1,988.74	$2,088.18	$2,192.59
	p/h	$47.72	$50.11	$52.61	$55.24	$58.00	$60.90
Boom length over 11 metres and up to 17 metres	p/w	$1,796.18	$1,885.99	$1,980.29	$2,079.30	$2,183.27	$2,292.43
	p/h	$49.90	$52.40	$55.01	$57.77	$60.65	$63.69
Boom length over 17 metres and up to 23 metres	p/w	$1,847.33	$1,939.70	$2,036.68	$2,138.52	$2,245.44	$2,357.71
	p/h	$51.32	$53.89	$56.58	$59.41	$62.38	$65.50
Boom length over 23 metres and up to 28 metres	p/w	$1,907.50	$2,002.88	$2,103.02	$2,208.17	$2,318.58	$2,434.51
	p/h	$52.98	$55.63	$58.41	$61.33	$64.40	$67.62
Unit equipped with underbridge unit	p/w	$1,907.50	$2,002.88	$2,103.02	$2,208.17	$2,318.58	$2,434.51
	p/h	$52.98	$55.63	$58.41	$61.33	$64.40	$67.62

MOBILE CRANE CLASSIFICATIONS – RATES OF PAY							
MOBILE CRANES							
Occupations	**From**	**1/07/2022**	**1/07/2023**	**1/07/2024**	**1/07/2025**	**1/07/2026**	**1/07/2027**
Up to 20 tonnes	p/w	$1,840.57	$1,932.60	$2,029.23	$2,130.69	$2,237.22	$2,349.09
	p/h	$51.13	$53.69	$56.37	$59.19	$62.15	$65.26
Over 20 tonnes and up to 60 tonnes	p/w	$1,898.72	$1,993.66	$2,093.34	$2,198.01	$2,307.91	$2,423.30
	p/h	$52.74	$55.38	$58.15	$61.05	$64.11	$67.31
Over 60 tonnes and up to 100 tonnes	p/w	$1,955.75	$2,053.54	$2,156.21	$2,264.03	$2,377.23	$2,496.09
	p/h	$54.33	$57.05	$59.90	$62.89	$66.04	$69.34
Over 100 tonnes and up to 200 tonnes	p/w	$2,008.87	$2,109.31	$2,214.78	$2,325.52	$2,441.79	$2,563.88
	p/h	$55.80	$58.59	$61.52	$64.60	$67.83	$71.22
Over 200 tonnes and up to 300 tonnes	p/w	$2,110.63	$2,216.16	$2,326.97	$2,443.32	$2,565.48	$2,693.76
	p/h	$58.62	$61.55	$64.63	$67.86	$71.25	$74.82
Over 300 tonnes and up to 400 tonnes	p/w	$2,153.66	$2,261.34	$2,374.41	$2,493.13	$2,617.79	$2,748.68
	p/h	$59.84	$62.83	$65.97	$69.27	$72.74	$76.37
Over 400 tonnes and up to 500 tonnes	p/w	$2,210.70	$2,321.24	$2,437.30	$2,559.16	$2,687.12	$2,821.48
	p/h	$61.42	$64.49	$67.72	$71.10	$74.66	$78.39
Over 500 tonnes and up to 600 tonnes	p/w	$2,283.48	$2,397.65	$ 2,517.54	$2,643.41	$2,775.58	$2,914.36
	p/h	$63.43	$66.60	$69.93	$73.43	$77.10	$80.95
Over 600 tonnes and up to 700 tonnes	p/w	$2,337.12	$2,453.98	$2,576.67	$2,705.51	$2,840.78	$2,982.82
	p/h	$64.92	$68.17	$71.57	$75.15	$78.91	$82.86
Over 700 tonnes (+$1.59 for every 100 tonnes above 700 tonnes)	p/w	$2,394.72	$2,514.46	$2,640.18	$2,772.19	$2,910.80	$3,056.34
	p/h	$66.52	$69.85	$73.34	$77.01	$80.86	$84.90
Rigger, dogman	p/w	$1,797.84	$1,887.73	$1,982.12	$2,081.22	$2,185.29	$2,294.55
	p/h	$49.94	$52.44	$55.06	$57.81	$60.70	$63.74

PILING CLASSIFICATIONS – RATES OF PAY								
Level	**Occupations**	**From**	**1/07/2022**	**1/07/2023**	**1/07/2024**	**1/07/2025**	**1/07/2026**	**1/07/2027**
CW7	Senior Supervisor	p/w	$2,059.41	$2,162.38	$2,270.50	$2,384.02	$2,503.23	$2,628.39
		p/h	$57.20	$60.06	$63.06	$66.22	$69.53	$73.00
CW6	Working Supervisor	p/w	$1,973.69	$2,072.37	$2,175.99	$2,284.79	$2,399.03	$2,518.98
		p/h	$54.82	$57.56	$60.44	$63.46	$66.63	$69.97
CW5	Junior Supervisor	p/w	$1,887.83	$1,982.22	$2,081.33	$2,185.40	$2,294.67	$2,409.40
		p/h	$52.44	$55.06	$57.82	$60.71	$63.74	$66.93
CW4	Senior Foundation Operator (SFO)	p/w	$1,813.57	$1,904.25	$1,999.46	$2,099.43	$2,204.41	$2,314.63
		p/h	$50.37	$52.89	$55.53	$58.31	$61.23	$64.29
CW3	Foundation Operator (FO)	p/w	$1,760.92	$1,848.97	$1,941.41	$2,038.49	$2,140.41	$2,247.43
		p/h	$48.92	$51.37	$53.93	$56.63	$59.46	$62.44
CW3	Foundation Labourer – Skilled (FSL)	p/w	$1,760.92	$1,848.97	$1,941.41	$2,038.49	$2,140.41	$2,247.43
		p/h	$48.92	$51.37	$53.93	$56.63	$59.46	$62.44
CW2	Foundation Labourer 2 (FL2)	p/w	$1,690.41	$1,774.93	$1,863.68	$1,956.86	$2,054.70	$2,157.44
		p/h	$46.96	$49.31	$51.77	$54.36	$57.08	$59.93
CW1	Foundation Labourer 1 (FL1)	p/w	$1,627.14	$1,708.50	$1,793.92	$1,883.62	$1,977.80	$2,076.69
		p/h	$45.19	$47.45	$49.82	$52.31	$54.93	$57.68

PLUMBING AND MECHANICAL SERVICES RATES OF PAY

Date From	EA Start	1 Jul 23	1 Jul 24	1 Jul 25	1 Jul 26	1 Jul 27
Percentage Increase (%)		**5%**	**5%**	**5%**	**5%**	**5%**
Plumbing and Mechanical Services Sheet Metal Worker (55%)	$29.00	$30.45	$31.97	$33.57	$35.25	$37.01
Plumbing and Mechanical Services Sheet Metal Worker (75%)	$39.56	$41.54	$43.61	$45.80	$48.09	$50.49
Plumbing and Mechanical Services Worker Level 2(a) (85%)	$44.82	$47.06	$49.41	$51.88	$54.48	$57.20
Plumbing and Mechanical Services Worker Level 2(b) (88%)	$46.41	$48.73	$51.17	$53.73	$56.41	$59.23
Plumbing and Mechanical Services Worker Level 2(c) (90%)	$47.47	$49.84	$52.34	$54.95	$57.70	$60.59
Plumbing and Mechanical Services Worker Level 2(d) (92%)	$48.72	$51.16	$53.71	$56.40	$59.22	$62.18
Plumbing and Mechanical Services Worker Level 2 (100%)	$52.74	$55.38	$58.15	$61.05	$64.11	$67.31
Plumbing and Mechanical Services Tradesperson Level 1 (100%)	$52.74	$55.38	$58.15	$61.05	$64.11	$67.31
Plumbing and Mechanical Services Tradesperson Level 2 (105%)	$55.43	$58.20	$61.11	$64.17	$67.38	$70.74
Plumbing and Mechanical Services – Special Class Level 1 (110%)	$58.00	$60.90	$63.95	$67.14	$70.50	$74.02
Plumbing and Mechanical Services – Special Class Level 2 (115%)	$60.61	$63.64	$66.82	$70.16	$73.67	$77.36
Advanced Plumbing and Mechanical Services Tradesperson (120%)	$63.27	$66.43	$69.76	$73.24	$76.91	$80.75
Advanced Plumbing and Mechanical Services Tradesperson (125%)	$65.88	$69.17	$72.63	$76.26	$80.08	$84.08
Apprentices						
1st Year	$18.23	$19.19	$20.53	$21.56	$22.64	$23.77
2nd Year	$25.06	$26.38	$28.23	$29.64	$31.12	$32.67

Date From	EA Start	1 Jul 23	1 Jul 24	1 Jul 25	1 Jul 26	1 Jul 27
3rd Year	$34.19	$35.98	$38.50	$40.42	$42.44	$44.56
4th Year	$41.01	$43.17	$46.19	$48.50	$50.93	$53.48
Mature Age 1st Year	$34.19	$35.98	$38.50	$40.42	$42.44	$44.56
Mature Age 2nd Year	$36.47	$38.38	$41.07	$43.12	$45.28	$47.54
Mature Age 3rd Year	$38.36	$40.38	$43.21	$45.37	$47.64	$50.02
Mature Age 4th Year	$41.01	$43.17	$46.19	$48.50	$50.93	$53.47
Apprentices – Trade Qualified						
1st Year (incl. Mature Age)	$34.19	$35.98	$38.50	$40.42	$42.44	$44.56
2nd Year (incl. Mature Age)	$36.47	$38.38	$41.07	$43.12	$45.28	$47.54
3rd Year (incl. Mature Age)	$38.36	$40.38	$43.21	$45.37	$47.64	$50.02
4th Year (incl. Mature Age)	$41.01	$43.17	$46.19	$48.50	$50.93	$53.47

SPRINKLER FITTER RATES OF PAY

Date From	EA Start	1 Jul 23	1 Jul 24	1 Jul 25	1 Jul 26	1 Jul 27
% Increase		**5%**	**5%**	**5%**	**5%**	**5%**
Sprinkler Fitter Assistant (86.29%)	$47.18	$49.54	$52.02	$54.62	$57.35	$60.21
Sprinkler Fitting Tradesperson Level 2 (105%)	$55.30	$58.07	$60.97	$64.02	$67.22	$70.58
Sprinkler Fitting Tradesperson – Special Class Level 1 (110%)	$57.86	$60.75	$63.79	$66.98	$70.33	$73.85
Sprinkler Fitting Tradesperson – Special Class Level 2 (115%)	$60.46	$63.48	$66.66	$69.99	$73.49	$77.16
Advanced Sprinkler Fitting Tradesperson – Level 1 (120%)	$63.11	$66.27	$69.58	$73.06	$76.71	$80.55
Advanced Sprinkler Fitting Tradesperson – Level 2 (125%)	$65.72	$69.01	$72.46	$76.08	$79.88	$83.88
Apprentices						
1st Year	$21.58	$22.66	$23.79	$24.98	$26.23	$27.54
2nd Year	$23.74	$24.93	$26.17	$27.48	$28.86	$30.30
1st & 2nd Year Adult Apprentice	$28.21	$29.62	$31.10	$32.66	$34.29	$36.00
3rd Year (incl. Adult Apprentice)	$32.32	$33.94	$35.63	$37.41	$39.29	$41.25
4th Year (incl. Adult Apprentice)	$38.85	$40.79	$42.83	$44.97	$47.22	$49.58
Apprentices – Trade Qualified						
1st Year (incl. Adult Apprentice)	$31.34	$32.91	$34.55	$36.28	$38.09	$40.00

2nd Year	$33.05	$34.70	$36.44	$38.26	$40.17	$42.18
2nd Year Adult Apprentice	$33.11	$34.77	$36.50	$38.33	$40.25	$42.26
3rd Year (incl. Adult Apprentice)	$34.76	$36.50	$38.32	$40.24	$42.25	$44.36
4th Year (incl. Adult Apprentice)	$38.85	$40.79	$42.83	$44.97	$47.22	$49.58

ROOFING RATES OF PAY

Date From	EA Start	1 Jul 23	1 Jul 24	1 Jul 25	1 Jul 26	1 Jul 27
Percentage Increase (%)		**5%**	**5%**	**5%**	**5%**	**5%**
Roof Plumber (75% 1st 12 months of employment only)	$35.57	$41.54	$43.61	$45.80	$48.09	$50.49
Roof Plumber (80% competent to trade level)	$37.93	$44.30	$46.52	$48.84	$51.29	$53.85
Roof Plumber (100% fully competent to trade level)	$47.42	$55.38	$58.15	$61.05	$64.11	$67.31
Roof Plumber (105% possessing relevant Certificate III trade qual)	$49.80	$58.20	$61.11	$64.17	$67.38	$70.74
Apprentices						
1st Year (40%)	$18.23	$19.19	$20.53	$21.56	$22.64	$23.77
2nd Year (60%)	$25.06	$26.38	$28.23	$29.64	$31.12	$32.67
3rd Year (80%)	$34.19	$35.98	$38.50	$40.42	$42.44	$44.56
Mature Age Apprentices						
1st Year & 2nd Year	$36.47	$38.38	$41.07	$43.12	$45.28	$47.54
3rd Year	$38.36	$40.38	$43.21	$45.37	$47.64	$50.02

Grade	From Commencement		1/07/2024		1/07/2025		1/07/2026		1/07/2027	
	Weekly	Hourly	Weekly	Hourly	Weekly	Hourly	Weekly	Hourly	Weekly	Hourly
Electrical Worker Grade 10	$2,831.65	$78.66	$2,973.24	$82.59	$3,121.90	$86.72	$3,277.99	$91.06	$3,441.89	$95.61
Electrical Worker Grade 9	$2,601.61	$72.27	$2,731.69	$75.88	$2,868.28	$79.67	$3,011.69	$83.66	$3,162.28	$87.84
Electrical Worker Grade 8	$2,524.50	$70.13	$2,650.73	$73.63	$2,783.26	$77.31	$2,922.42	$81.18	$3,068.55	$85.24
Electrical Worker Grade 7	$2,371.01	$65.86	$2,489.56	$69.15	$2,614.04	$72.61	$2,744.74	$76.24	$2,881.98	$80.05
Electrical Worker Grade 6	$2,288.02	$63.56	$2,402.42	$66.73	$2,522.55	$70.07	$2,648.67	$73.57	$2,781.11	$77.25
Foreman Rate Grade 2	$2,237.72	$62.16	$2,349.60	$65.27	$2,467.08	$68.53	$2,590.44	$71.96	$2,719.96	$75.55
Foreman Rate Grade 1	$2,189.98	$60.83	$2,299.48	$63.87	$2,414.45	$67.07	$2,535.18	$70.42	$2,661.94	$73.94
Electrical Worker Grade 5 LH	$2,144.08	$59.56	$2,251.28	$62.54	$2,363.85	$65.66	$2,482.04	$68.95	$2,606.14	$72.39
Electrical Worker Grade 5	**$2,094.88**	**$58.19**	**$2,199.62**	**$61.10**	**$2,309.60**	**$64.16**	**$2,425.08**	**$67.36**	**$2,546.33**	**$70.73**
Electrical Fitter	$2,044.57	$56.79	$2,146.80	$59.63	$2,254.14	$62.61	$2,366.84	$65.75	$2,485.19	$69.03
Communication Tradesperson	$1,988.02	$55.22	$2,087.42	$57.98	$2,191.79	$60.88	$2,301.38	$63.93	$2,416.45	$67.12
Electrical Worker Grade 4	$1,939.55	$53.88	$2,036.53	$56.57	$2,138.35	$59.40	$2,245.27	$62.37	$2,357.54	$65.49
Apprentices										
First Year	$704.66	$19.57	$739.89	$20.55	$776.88	$21.58	$815.73	$22.66	$856.51	$23.79
Second Year	$968.67	$26.91	$1,017.11	$28.25	$1,067.96	$29.67	$1,121.36	$31.15	$1,177.43	$32.71
Third Year	$1,321.19	$36.70	$1,387.24	$38.53	$1,456.61	$40.46	$1,529.44	$42.48	$1,605.91	$44.61
Fourth Year	$1,585.20	$44.03	$1,664.46	$46.24	$1,747.69	$48.55	$1,835.07	$50.97	$1,926.82	$53.52
Adult Apprentices										
First Year	$1,321.19	$36.70	$1,387.24	$38.53	$1,456.61	$40.46	$1,529.44	$42.48	$1,605.91	$44.61
Second Year	$1,409.31	$39.15	$1,479.78	$41.10	$1,553.77	$43.16	$1,631.46	$45.32	$1,713.03	$47.58
Third Year	$1,482.75	$41.19	$1,556.89	$43.25	$1,634.74	$45.41	$1,716.47	$47.68	$1,802.30	$50.06
Fourth Year	$1,585.20	$44.03	$1,664.46	$46.24	$1,747.69	$48.55	$1,835.07	$50.97	$1,926.82	$53.52

Metal Worker and Engineering Construction Worker Wage Rates - BPIC's										
Grade	**Current rate**		**From the first full pay period on or after 1/07/2024 (+5%)**		**From the first full pay period on or after 1/07/2025 (+5%)**		**From the first full pay period on or after 1/07/2026 (+5%)**		**From the first full pay period on or after 1/07/2027 (+5%)**	
	pw	**ph**	**pw**	**ph**	**pw**	**ph**	**pw**	**ph**	**pw**	**Ph**
C5 (130%)	$2,532.35	$70.34	$2,658.97	$73.86	$2,791.91	$77.55	$2,931.51	$81.43	$3,078.08	$85.50
C6 (125%)	$2,434.95	$67.64	$2,556.70	$71.02	$2,684.53	$74.57	$2,818.76	$78.30	$2,959.70	$82.21
C7 (115%)	$2,240.15	$62.23	$2,352.16	$65.34	$2,469.77	$68.60	$2,593.26	$72.03	$2,722.92	$75.64
C8 (110%)	$2,142.76	$59.52	$2,249.89	$62.50	$2,362.39	$65.62	$2,480.51	$68.90	$2,604.53	$72.35
C9 (105%)	$2,045.36	$56.82	$2,147.63	$59.66	$2,255.01	$62.64	$2,367.76	$65.77	$2,486.15	$69.06
C10 (100%)	**$1,947.96**	**$54.11**	**$2,045.36**	**$56.82**	**$2,147.63**	**$59.66**	**$2,255.01**	**$62.64**	**$2,367.76**	**$65.77**
C11 (92.4%)	$1,799.92	$50.00	$1,889.91	$52.50	$1,984.41	$55.12	$2,083.63	$57.88	$2,187.81	$60.77
C12 (87.4%)	$1,702.52	$47.29	$1,787.64	$49.66	$1,877.03	$52.14	$1,970.88	$54.75	$2,069.42	$57.48
C13 (82%)	$1,597.33	$44.37	$1,677.19	$46.59	$1,761.05	$48.92	$1,849.11	$51.36	$1,941.56	$53.93
C14 (78%)	$1,519.41	$42.21	$1,595.38	$44.32	$1,675.15	$46.53	$1,758.91	$48.86	$1,846.85	$51.30
Apprentices										
First Year (55%)	$1,071.38	$29.76	$1,124.95	$31.25	$1,181.19	$32.81	$1,240.25	$34.45	$1,302.27	$36.17
Second Year (65%)	$1,266.17	$35.17	$1,329.48	$36.93	$1,395.96	$38.78	$1,465.75	$40.72	$1,539.04	$42.75
Third Year (75%)	$1,460.97	$40.58	$1,534.02	$42.61	$1,610.72	$44.74	$1,691.26	$46.98	$1,775.82	$49.33
Fourth Year (90%)	$1,753.16	$48.70	$1,840.82	$51.13	$1,932.86	$53.69	$2,029.51	$56.38	$2,130.98	$59.19
Adult Apprentices										
First Year (75%)	$1,460.97	$40.58	$1,534.02	$42.61	$1,610.72	$44.74	$1,691.26	$46.98	$1,775.82	$49.33
Second Year (80%)	$1,558.37	$43.29	$1,636.29	$45.45	$1,718.10	$47.73	$1,804.01	$50.11	$1,894.21	$52.62
Third Year (84%)	$1,636.29	$45.45	$1,718.10	$47.73	$1,804.01	$50.11	$1,894.21	$52.62	$1,988.92	$55.25
Fourth Year (90%)	$1,753.16	$48.70	$1,840.82	$51.13	$1,932.86	$53.69	$2,029.51	$56.38	$2,130.98	$59.19

Appendix 2 – Allowance Tables

ALLOWANCE TITLE	From Commencement	From 1/07/2023	From 1/07/2024	From 1/07/2025	From 1/07/2026	From 1/07/2027
Acid work	$2.59	$2.72	$2.86	$3.00	$3.15	$3.31
Asbestos	$1.24	$1.30	$1.37	$1.44	$1.51	$1.58
Asbestos eradication	$3.18	$3.34	$3.51	$3.68	$3.87	$4.06
Bagging	$0.90	$0.95	$0.99	$1.04	$1.09	$1.15
Bitumen	$1.24	$1.30	$1.37	$1.44	$1.51	$1.58
laying or lifting other than standard bricks Over 5kg but under 9kg	$0.99	$1.04	$1.09	$1.15	$1.20	$1.26
Over 9kg but under 18kg	$1.77	$1.86	$1.95	$2.05	$2.15	$2.26
18kg and over	$2.47	$2.59	$2.72	$2.86	$3.00	$3.15
Certificate allowance	$0.99	$1.04	$1.09	$1.15	$1.20	$1.26
Cleaning down brickwork	$0.91	$0.96	$1.00	$1.05	$1.11	$1.16
Cold work	$0.99	$1.04	$1.09	$1.15	$1.20	$1.26
Computing quantities	$7.08	$7.43	$7.81	$8.20	$8.61	$9.04
Confined spaces	$1.24	$1.30	$1.37	$1.44	$1.51	$1.58
Cutting tiles	$1.24	$1.30	$1.37	$1.44	$1.51	$1.58
Delegate Allowance	$2.39	$2.51	$2.63	$2.77	$2.91	$3.06
Dirty work	$0.99	$1.04	$1.09	$1.15	$1.20	$1.26
Dry polishing of tiles	$1.24	$1.30	$1.37	$1.44	$1.51	$1.58
Explosive power tools	$2.32	$2.44	$2.56	$2.69	$2.82	$2.96
First-aid attendant (minimum qualification) per day	$4.15	$4.36	$4.58	$4.80	$5.04	$5.30
Higher first aid cert. (per day)	$6.55	$6.88	$7.22	$7.58	$7.96	$8.36
Furnace work	$2.57	$2.70	$2.83	$2.98	$3.12	$3.28
Higher work- Painting trades	$0.91	$0.96	$1.00	$1.05	$1.11	$1.16
Hot work between 46-54 Degrees Celsius	$0.99	$1.04	$1.09	$1.15	$1.20	$1.26
Health and Safety Representative Allowance	$2.39	$2.51	$2.63	$2.77	$2.91	$3.06
Exceeding 54 degrees	$1.24	$1.30	$1.37	$1.44	$1.51	$1.58
Insulation	$1.24	$1.30	$1.37	$1.44	$1.51	$1.58
Laser user and allowance (per day)	$4.06	$4.26	$4.48	$4.70	$4.93	$5.18

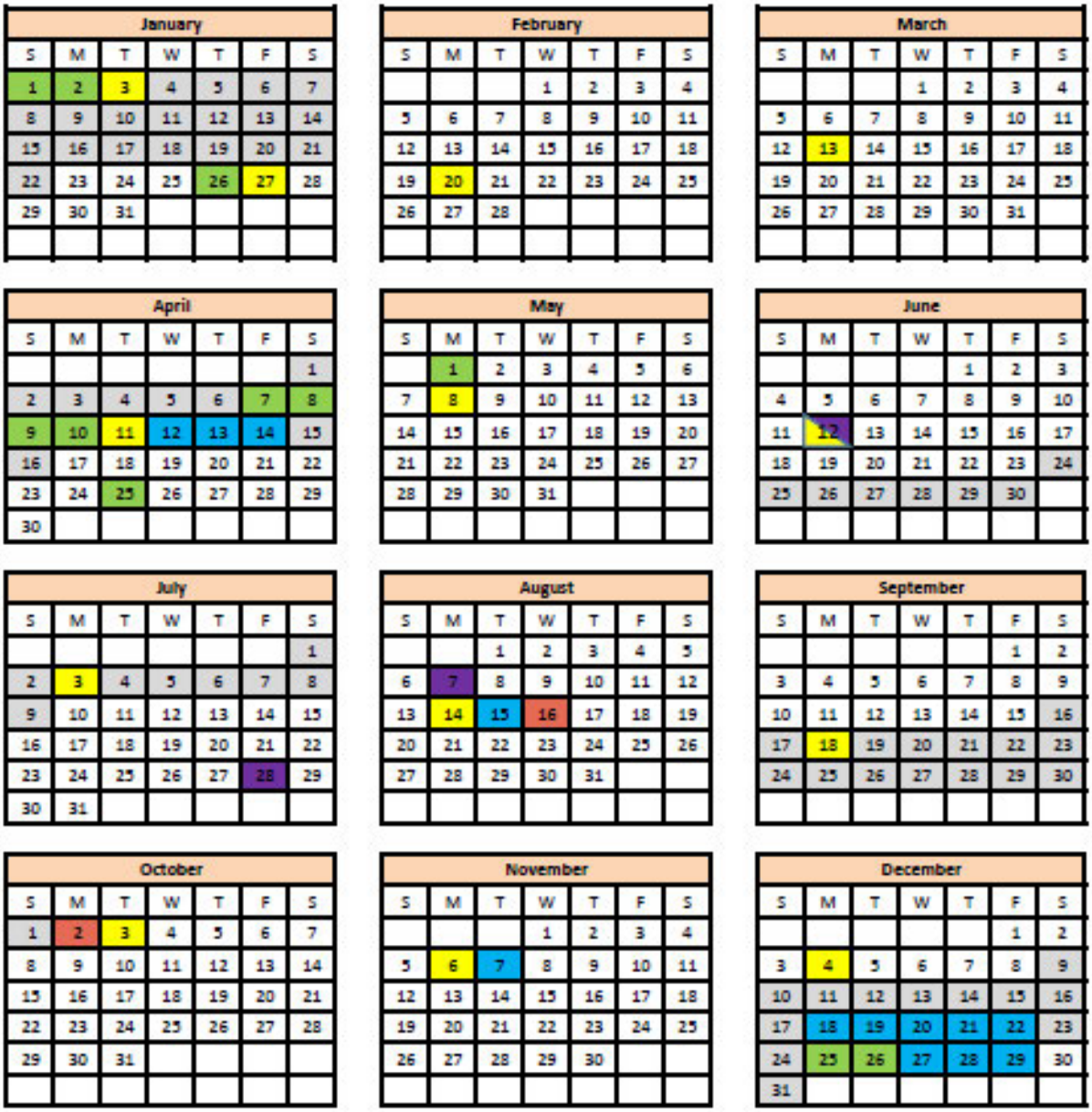
ALLOWANCE TITLE	From Commencement	From 1/07/2023	From 1/07/2024	From 1/07/2025	From 1/07/2026	From 1/07/2027
Living away from home allowance (per day)	$83.03	$87.18	$91.54	$96.12	$100.92	$105.97
Return trip transport Employee/tools (per return trip)	$33.06	$34.71	$36.45	$38.27	$40.18	$42.19
Leading hand not more than 1	$0.76	$0.80	$0.84	$0.88	$0.92	$0.97
Leading hand 2 and not more than 5	$1.65	$1.73	$1.82	$1.91	$2.01	$2.11
Leading hand 6 and not more than 10	$2.10	$2.21	$2.32	$2.43	$2.55	$2.68
Leading hand more than 10	$2.79	$2.93	$3.08	$3.23	$3.39	$3.56
Meal allowance (per instance)	$20.34	$21.36	$22.42	$23.55	$24.72	$25.96
Multi-storey (Height): commencement to 15th floor	$1.38	$1.45	$1.52	$1.60	$1.68	$1.76
Multi-storey (Height): 16th to 30th	$1.64	$1.72	$1.81	$1.90	$1.99	$2.09
Multi-storey (Height): 31st to 45th	$2.55	$2.68	$2.81	$2.95	$3.10	$3.25
Multi-storey (Height): 46th to 60th	$3.30	$3.47	$3.64	$3.82	$4.01	$4.21
Multi-storey (Height): 61st and onwards	$4.03	$4.23	$4.44	$4.67	$4.90	$5.14
On Call Allowance (Per Week)	$133.39	$250.00	$262.50	$275.65	$289.41	$303.88
Plaster or composition spray	$0.99	$1.04	$1.09	$1.15	$1.20	$1.26
Power Tools	$0.99	$1.04	$1.09	$1.15	$1.20	$1.26
Roof repairs	$0.90	$0.95	$0.99	$1.04	$1.09	$1.15
Roof repairs over 15 metres eaves pitch over 35 degrees	$1.24	$1.30	$1.37	$1.44	$1.51	$1.58
Roof repairs over 15 metres eaves pitch over 40 degrees	$1.76	$1.85	$1.94	$2.04	$2.14	$2.25
Second hand timber (per day)	$3.84	$4.03	$4.23	$4.45	$4.67	$4.90
Slushing	$0.99	$1.04	$1.09	$1.15	$1.20	$1.26
Spray application- Painters	$0.99	$1.04	$1.09	$1.15	$1.20	$1.26
Swing scaffold (including Bosuns Chair) first 4 hours 0-15 storeys	$7.08	$7.43	$7.81	$8.20	$8.61	$9.04
Swing scaffold (including Bosuns Chair) after 4 hours 0-15 storeys	$1.48	$1.55	$1.63	$1.71	$1.80	$1.89
Swing scaffold (including Bosuns Chair) first 4 hours 16-30 storeys	$9.11	$9.57	$10.04	$10.55	$11.07	$11.63
Swing scaffold (including Bosuns Chair) after 4 hours 16-30 storeys	$1.92	$2.02	$2.12	$2.22	$2.33	$2.45
Swing scaffold (including Bosuns Chair) first 4 hours 31-45 storeys	$10.78	$11.32	$11.88	$12.48	$13.10	$13.76
Swing scaffold (including Bosuns Chair) after 4 hours 31-45 storeys	$2.27	$2.38	$2.50	$2.63	$2.76	$2.90

ALLOWANCE TITLE	From Commencement	From 1/07/2023	From 1/07/2024	From 1/07/2025	From 1/07/2026	From 1/07/2027
Swing scaffold (including Bosuns Chair) first 4 hours 46-60 storeys	$17.66	$18.54	$19.47	$20.44	$21.47	$22.54
Swing scaffold (including Bosuns Chair) after 4 hours 46-60 storeys	$3.71	$3.90	$4.09	$4.29	$4.51	$4.74
Swing scaffold (including Bosuns Chair) first 4 hours greater than 60 storeys	$22.52	$23.65	$24.83	$26.07	$27.37	$28.74
Swing scaffold (including Bosuns Chair) after 4 hours greater than 60 storeys	$4.73	$4.97	$5.21	$5.48	$5.75	$6.04
Tool Allowance: Artificial stoneworker, Stonemason, Carpenter and/or Joiner, Carver, Letter cutter, Marble and Slate Employee, Marker and Setter Out, Plumber, Special Class Tradesperson	$2.45	$2.57	$2.70	$2.84	$2.98	$3.13
Tool Allowance: Caster, Fixer, Floor layer specialist, Plasterer, Tiler	$2.10	$2.21	$2.32	$2.43	$2.55	$2.68
Tool Allowance: Bricklayer, Waterproofer	$1.83	$1.92	$2.02	$2.12	$2.22	$2.34
Tool Allowance: Roof Tilers, Slate Ridge, or Roof Fixer	$1.40	$1.47	$1.54	$1.62	$1.70	$1.79
Tool Allowance: Scaffolder, Rigger, Steelfixer, Concreter	$0.90	$0.95	$0.99	$1.04	$1.09	$1.15
Tool Allowance: Painter, Glazier, Licensed Drainer, Signwriter	$0.80	$0.84	$0.88	$0.93	$0.97	$1.02
Towers allowance	$0.99	$1.04	$1.09	$1.15	$1.20	$1.26
Toxic substances working in close proximity	$1.24	$1.30	$1.37	$1.44	$1.51	$1.58
Toxic substances (working with)	$0.99	$1.04	$1.09	$1.15	$1.20	$1.26
Underground allowance (per week)	$21.02	$22.07	$23.17	$24.33	$25.55	$26.83
Underground allowance (per day or shift or part thereof)	$4.23	$4.44	$4.66	$4.90	$5.14	$5.40
Wet concrete or campo	$0.90	$0.95	$0.99	$1.04	$1.09	$1.15
Wet work	$0.99	$1.04	$1.09	$1.15	$1.20	$1.26
Transfers during working hours (per Km)	$1.44	$1.51	$1.59	$1.67	$1.75	$1.84

*Please note all allowances are listed by hourly rate unless noted otherwise

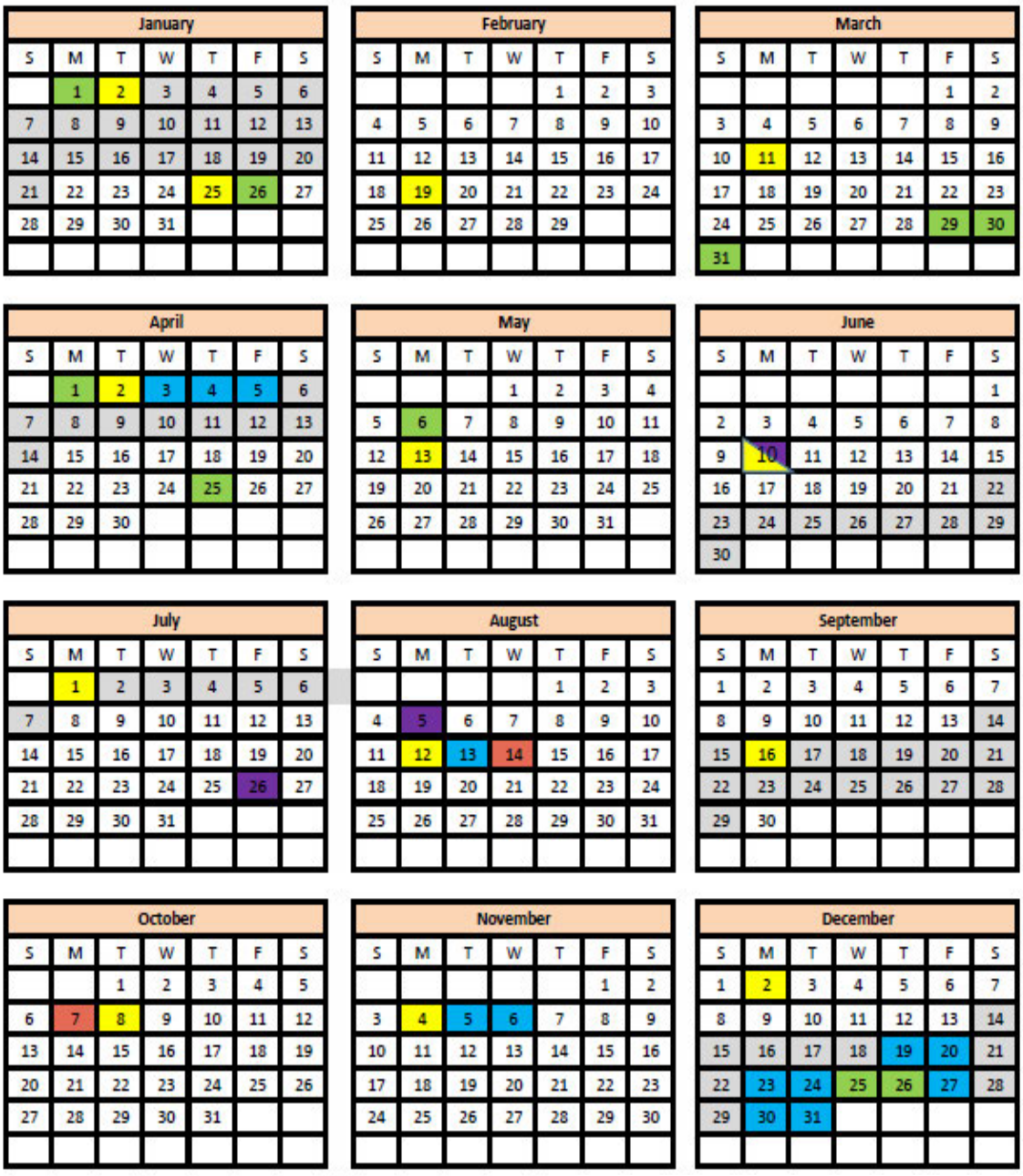
Appendix 3 - RDO Calendars

2023 RDO CALENDAR



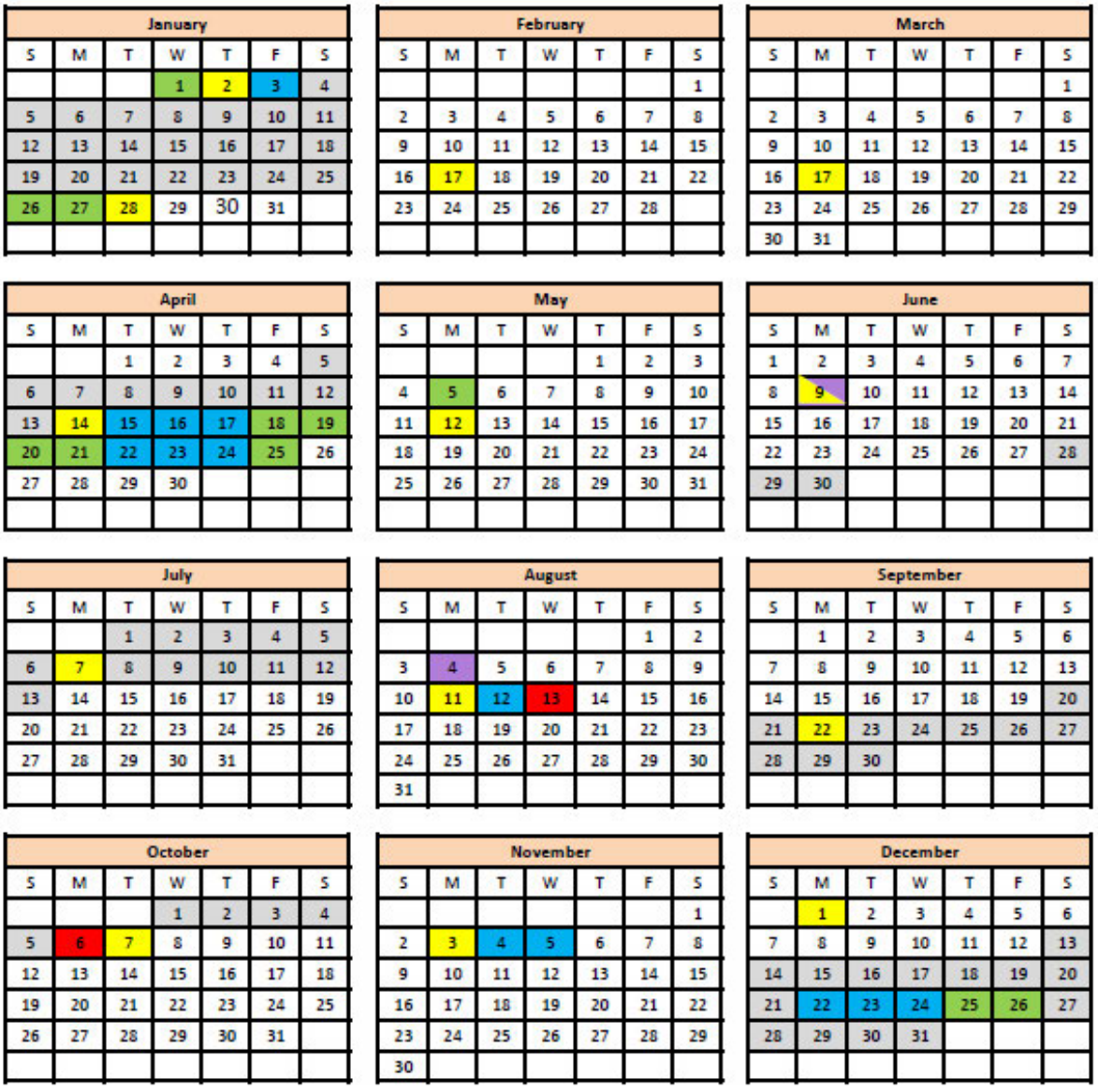
QLD School Holidays
Public Holidays
QLD only public holidays
NT on Public Holidays
EBA RDO's
Industry RDO's

2024 RDO CALENDAR



QLD School Holidays
Public Holidays
QLD only public holidays
NT on Public Holidays
EBA RDO's
Industry RDO's

2025 RDO CALENDAR



QLD School Holidays
Public Holidays
QLD only public holidays
NT on Public Holidays
EBA RDO's
Industry RDO's

Appendix 4 - Impairment Policy

1. PRINCIPLES

The health, wellbeing and safety of employees are of paramount importance to the employer, employees and their Unions. This policy is part of a broad work, health and safety (WHS) program to secure the highest level of health and safety in the workplace.

The policy adopts a WHS approach that involves identifying, assessing and controlling all workplace hazards, using the hierarchy of control, and then reviewing these controls to ensure ongoing improvements.

The focus of this policy is on the WHS risks associated with impairment and should be read in conjunction with other company policies concerning health and safety, particularly in relation to fatigue management, risk management and safe systems of work.

This policy has been compiled in a manner that is non-punitive and supportive of employees. This policy shall not be used in a discriminatory manner. Anti-Discrimination Law protects against discrimination on the basis of addiction and may also protect against discrimination on the basis of impairments caused by drug and alcohol addiction or use.

The policy and procedures adopt a peer based intervention approach based on fairness and equity for all employees.

2. SCOPE

This policy will apply to all employees (including managers and supervisors), contractors and labour hire staff. The policy applies to these groups at all times when they are engaged in company business, whether on or off site and when driving company vehicles.

3. STRUCTURE

The Impairment Policy is categorised in order with the intended implementation:

Training & Awareness

(a) Extensive research has shown training and awareness of impairment related issues provides the most effective means of behavioural change and encourages better decision making. The two types of training in accordance with this policy to do this are:

(i) Workplace Impairment Training (WIT) - all workers onsite will do this training;

(ii) Preliminary Impairment Assessment (PIA) - HSRs, delegates and the PC's safety staff will undertake this training.

Testing

Testing for drugs and alcohol is used to support and measure the results of the education and awareness program.

Support Services

Rehabilitation, counselling and EAP's. Support is strictly non- punitive and can be accessed at any time (self-identification of the need for help is strongly encouraged).

4. OBJECTIVES

The objectives of this policy are as follows:

(a) To provide a safe and healthy working environment for all workers;

(b) To work collaboratively in the implementation and co-ordination of this policy with employees, employers and their elected representatives to achieve the objectives of this policy;

(c) To eliminate and control risks which may lead to impairment affecting health and safety in the workplace;

(d) To ensure that there is a mechanism for managing impairment at work that is transparent, objective and in accordance with the purpose of this policy;

(e) To ensure that all persons are provided with adequate information and education on the health and safety issues surrounding impairment, and on the operation of this policy;

(f) To ensure that employees have access to rehabilitation, support and counselling of their choice on a voluntary basis that is independent, professional and confidential, without jeopardising their employment;

(g) To ensure confidentiality of information concerning the application of this policy to a worker is maintained.

5. RESPONSIBILITIES

The employer shall:

(a) Provide a work environment that is safe and without risks to health and safety;

(b) Provide information about the testing requirements to all existing employees, contractors and labour hire staff and to all new staff at the point of induction;

(c) Ensure that this policy is implemented fairly and equitably across all sections of the workforce;

(d) Comply with the four policy implementation steps outlined below;

(e) Have adequate resources (e.g., a room that allows for confidential impairment assessments to be discussed, if necessary, suitable transport to safely remove impaired employees from the workplace to be able to meet the objectives of this policy.

Employees shall:

(a) Co-operate reasonably with the employer in the implementation of this policy;

(b) If any employee reasonably believes that any person on the site may be a health and safety risk to themselves or others they should inform their employer and their relevant Preliminary Impairment Assessor (PIA) of this belief;

(c) Not possess, consume, or be under the influence of, alcohol or other drugs while working;

(d) Ensure that they do not work, if they believe that they may be impaired;

(e) Consult their doctor or pharmacist about possible side effects of using prescribed or over-the-counter medication;

(f) Inform their employer and their Preliminary Impairment Assessor (PIA) if they have been made aware by their treating doctor or pharmacist of possible impairment as a side effect of medication, or if they feel impaired by medication.

6. POLICY IMPLEMENTATION WILL INVOLVE THE FOLLOWING STEPS.

PC/Employer and Union shall agree on a policy start date.

Engagement of an agreed training and rehabilitation/treatment service providers.

Provision of on-going Workplace Impairment Training (WIT) and Preliminary Impairment Assessors training (PIA).

Ongoing promotion of this policy

A purpose of the policy and procedure is to provide protocols and procedures for workplace alcohol and other drug testing that are evidence-based, consistent with best practice, comply with relevant Australian Standards, and contribute to workplace safety and worker wellbeing.

The following drug and alcohol testing programs will be adopted:

(a) Self-testing;

(b) Random Shift testing;

(c) For-cause testing;

(d) Post-incident testing;

(e) Reasonable concern testing;

(f) Testing of Minors.

Any employee who is assessed as being impaired shall be advised to contact the rehabilitation/treatment provider.

The employee will be permitted to access personal leave in the first instance and then take accrued personal leave entitlements for the period of time they are accessing the treatment provider.

With the endorsement/acceptance of the Impairment Policy the Principle Contractor (PC) will undertake to not pass the implementation and cost of drug and alcohol testing to its subcontractors.

It will also ensure compliance with this policy as follows:

(a) Subcontractors will be contractually required to comply with this procedure as a condition of contract/EBA;

(b) All direct employees of the PC as a condition of their employment must agree to adhere to the terms and conditions of the impairment policy.

Notwithstanding anything else contained in the policy, the costs of all testing contained within this policy shall be borne by the PC unless otherwise specified in this document.

7. DEFINITION OF A WORKER

Anyone who carries out work for a Person Conducting a Business or Undertaking, such as:

(a) an employee (either salaried or wages);

(b) a contractor or subcontractor;

(c) an employee of a contractor or subcontractor;

(d) an employee of a labour hire company;

(e) an apprentice or trainee;

(f) a student gaining work experience;

(g) an outworker;

(h) a volunteer;

(i) a visitor to a workplace.

8. TRAINING

The training provider shall be the Workplace Impairment Officer or other agreed provider between the Union and the PC/employer. Impairment awareness training sessions will be delivered to all workers (including principle contractor workers), sub-contractors and labour hire workers at least once every two years.

In addition to the below training course outlines, principal contractors will be required to develop a site specific information session to be delivered as part of the site induction outlining their Drug and Alcohol testing procedures for the site.

The below requirements will be audited on an annual basis. Requirements for an approved training provider:

(a) Must have previous experience delivering Workplace Impairment Training;

(b) Must consult with professional organisations to develop all training courses;

(c) Must be able to demonstrate a continuous improvement plan for each training course.

Trainers must have the following qualifications:

(a) Cert IV in WHS;

(b) Cert IV in Training and Assessing (TAE);

(c) Nationally Accredited Course in On-Site Drug and Alcohol Testing;

All training must be delivered Face to Face (F2F).

Workplace Impairment Training (WIT)

(a) WIT course must be a minimum of (2) hours in length and must cover the following topics:

(i) Australian Workplace Health and Safety construction statistics;

(ii) Overview of the Workplace Health and Safety Act, state specific;

(iii) Mental Health - discussing at length stress, anxiety and depression;

(iv) Fatigue - overview of causes and coping mechanisms;

(v) Illness and Injury - management of illness and injury, legal requirements and rehabilitation process;

(vi) Chemicals, Heat, Cold, and Noise and their abilities to cause impairment at work;

(vii) Legal/Illegal Drugs and Alcohol - statistics on current usage, potential negative consequences to the workplace, workplace deaths and accidents associated with drug and alcohol use;

(viii) Harm related to drug and alcohol use;

(ix) Understanding what is a standard drink and how long this will stay in your system;

(x) Detection rates for illegal drugs;

(xi) Administering self-alcohol and drug tests;

(xii) Information about EAP and the services they offer.

Preliminary Impairment Assessor (PIA)

(a) PIA training must be a minimum of (4) hours in length and must cover the following topics:

(i) Understanding the signs of impairment;

(ii) Conflict resolution;

(iii) Skills to conduct an impairment Assessment;

(iv) Overview of what a PIA is;

(v) What are possible impairment factors;

(vi) Causes and symptoms of impairment;

(vii) Investigative skills.

(a) Training is not to be conducted in a lunchroom, unless there are multiple lunchrooms on site and:

(i) the training session will not interfere with workers wanting to use the room for smoko or lunch; or

(ii) the training session will not be interfered with by workers wanting to use the room in general.

No worker can be tested for drugs and/or alcohol unless they have been trained in this policy.

9. TESTING METHODS

Alcohol Testing Method

Alcohol testing must only be done by use of an Accredited Breath Test device. The device must be calibrated and meet the minimum requirements of AS3547.

Drug Testing Method

Drug testing may only be performed by oral fluid testing;

The equipment used to perform the test shall be used, tested and calibrated to the manufacturer's instructions and certified to AS 4760 (Process for specimen collection and the detection and quantitation of drug in oral fluid);

(a) The drug testing shall be conducted by an accredited person, following all of the chain of custody provisions;

(b) The test must be performed in accordance with AS 4760 (Procedures for specimen collection and the detection and quantitation of drugs in oral fluid).

As part of this policy with regards to Drug and Alcohol testing the following substances must be tested for:

(a) Alcohol;

(b) Opiates;

(c) THC;

(d) Cocaine;

(e) Benzodiazepines;

(f) Amphetamine; and

(g) Methamphetamine

10. TESTING PROVIDER

Must be NATA Accredited.

Must have accreditation AS4760:2006 Procedures for specimen collection and the detection and quantitation of drug abuse in oral fluid.

Must be agreed upon by the PC/Employer and the Union.

Minimum standards that the testing company must meet are as follows:

(a) competent and trained staff;

(b) appropriate equipment and instruments;

(c) proper management and storage of test kits and reagents;

(d) secure and controlled storage and management of samples;

(e) comprehensive record keeping; and

(f) clear and precise reporting.

Before the Authorised Testing Agent is engaged to be the sample collector for the principle contractor all relevant stakeholders must be engaged to make sure there is no conflict of interest and that they are totally independent. If a conflict of interest exists, or should arise, the Authorised Testing Agent must report it immediately.

11. ROOM REQUIREMENTS

Each workplace shall have a room nominated for use to undertake drug and alcohol testing consistent with this procedure. This room will not normally be the first aid room at a workplace unless a workplace has multiple first aid rooms and the use of a first aid room for the purpose of drug and alcohol testing will not affect the ability of the workplace to respond to a first aid incident.

The room selected for use must so far as reasonably practicable:

(a) Provide privacy for the Worker being tested including but not limited to:

(i) Have a closing door;

(ii) Not allow for casual visual observation of the testing process by other Workers external to the room e.g. through glass windows;

(iii) Not allow conversations to be casually overheard by other workers;

(b) Be clean and hygienic;

(c) Be free from interruption whilst testing is being undertaken;

(d) Include discrete entry and exit.

12. TESTING REQUIREMENTS -

Workplaces

On workplaces where the value of the Commonwealth's contribution to the project that includes the building work is at least $5,000,000, and represents at least 50% of the total construction project value or the Commonwealth's contribution to the project that includes the building work is at least $10,000,000 (irrespective of its proportion of the total construction project value) the following minimum testing requirements must be adhered to.

Alcohol - on the day of testing all workers onsite shall be required to submit a breath sample i.e. blanket testing.

Drugs -As a minimum, frequent periodic testing (at least once per month where required by law, at intervals required by the client or by mutual agreement by the PC/employer and the Union) of the workforce (both construction Workers and site office Workers) will be as follows:

(a) where there are less than 30 Workers at a workplace – at least 10% of the workforce;

(b) where there are 30 to 100 Workers at a workplace – a minimum of 5 Workers; and

(c) where there are greater than 100 Workers at a workplace – a minimum of 10 Workers;

(d) The frequency of testing and the number of workers selected shall be increased in line with the escalation below where test results meet the criteria indicated:

Number of Workers	Criteria	Action
Less than 30 workers at a workplace	Confirmed positive results in 2 consecutive tests at the same workplace	Testing of 20% of workforce
30-100 workers at a workplace	Confirmed positive results for 3 or more workers in 2 consecutive testing rounds at the same workplace	Testing of 10 workers
Greater than 100 workers	Confirmed positive results for 6 or more workers in 2 consecutive testing rounds at the same workplace	Testing of 20 workers

The increased testing requirements shall continue until no Confirmed Positive test results are recorded for 2 consecutive testing periods.

Other jobs

On jobsites/workplaces where there is no Commonwealth contribution testing frequency will be agreed upon by mutual consent by the PC/Employer and the Union. Testing requirements will remain the same for all jobsites.

13. PRESCRIBED MEDICATIONS

Workers that are taking Prescribed Drugs or Pharmacy Only Drugs that they believe could register a positive test result should inform the Authorised Testing Agent prior to undergoing any requested test

If a Worker fails to declare that they are taking Prescribed Drugs or Pharmacy Only Drugs before being tested and they record a Non-Negative Result Initial Test result, a post test declaration will not be considered relevant to the result and the Worker will be excluded from duty for the remainder of the shift, subject to a Confirmatory Test.

Workers who record a Non-Negative Result Initial Test result will be excluded from their work duties and the workplace until a Confirmatory Test result has been received.

If that confirmatory result is a Positive Result Confirmatory Test, then:

(a) The terms and conditions of the applicable industrial agreement shall be observed in relation to consultation and consequence management action.

When a confirmatory test result is negative or the result recorded is less than the target level or is consistent with a level expected from therapeutic use of a Prescribed Drug or Pharmacy Only Drug, which was advised by the Worker, then the test result shall be considered a Negative Result Initial Test for the purpose of any consequence management action

Where a Worker is excluded from the workplace as a result of a Non-Negative Result Initial Test for Drugs and the confirmatory test is positive for a Pharmacy Only or Prescription Drug, the following factors would normally be considered in deciding when it is appropriate to allow a worker to return to the workplace and/or return to normal duties:

(a) Whether the worker declared the medication during the pre-test interview with the Designated Collector or Authorised Testing Agent;

(b) The level of the medication detected is consistent with therapeutic use;

(c) Written advice from the worker's doctor advising that the medication is required to treat a medical condition; and

(d) The medication will not affect the worker's ability to perform the inherent requirements of their job - i.e. they are fit for work.

14. SPECIAL CIRCUMSTANCES FOR PRESCRIPTION MEDICATION

A Worker participating in a treatment plan for a medical condition, managed by a Registered Medical Practitioner and involving a Prescribed Drug/Only Drug could result in a Non-Negative Result Initial Test if they are selected for Drug and Alcohol testing.

If in the above circumstance a Non-Negative Result Initial Test occurs, and provided that the Worker has:

(a) Declared their use of the Prescribed Drug/Pharmacy Only Drug in a letter less than 12 months old from a registered medical practitioner before the commencement of testing; and

(b) Declared their use of the Prescribed Drug/Pharmacy Only Drug to the Authorised Testing Agent or Designated Collector before the commencement of testing;

(c) Then the Non-Negative Result Initial Test result shall be recorded at the workplace and a second sample of oral fluid shall be taken and sent for confirmatory testing. The worker shall be allowed to remain at work but must be precluded from high risk construction work activity until the result of the confirmatory test is known.

Where the results of the confirmatory test identify the Prescribed Drug/Pharmacy Only Drug declared and the levels are consistent with that prescribed by the prescribed medical practitioner, then a Negative Result shall be recorded and no results retained.

Where the results of the confirmatory test identify the Prescribed Drug/Pharmacy Only Drug declared and the levels are not consistent with that prescribed by the Registered Medical Practitioner or another drug(s) type is recorded then a positive result confirmatory test shall be recorded.

Where the Worker has not provided both declarations contained within this part then the Worker shall be excluded from the workplace until the results of the confirmatory test are known.

15. TESTING RESULTS

Alcohol

(a) A worker who returns a negative alcohol test will be allowed to return to work with no record of the test kept. A worker who returns a positive result for alcohol (above 0.00mg/ml) will be deemed not fit work and will not be permitted to return to work;

(b) When a worker tests positive to alcohol in their system the workers blood alcohol concentration (BAC) may be decreasing or it may be increasing. In the interests of safety the Workers will be directed to remain within the testing vicinity and they will be re-tested no sooner than 60 minutes after the original test;

(c) If the second test result is 0.000% the test will be regarded as negative and the Worker may return to normal duties. A Positive Result Confirmatory Test will not be recorded in these circumstances;

(d) If the later confirmatory test indicates a BAC of greater than 0.000% a Positive Result Confirmatory Test will be recorded;

(e) Alcohol testing shall be carried out by an Authorised Testing Agent agreed upon by the PC/Employer and the Union. The following steps shall be undertaken:

(i) Details of the identity of the Worker to be tested shall be recorded including the workplace name, work area and their employer will be listed on a drug and alcohol testing record form by the independent Authorised Testing Agent:

(ii) Workers with a BAC of greater than zero (greater than 0.000%) shall discontinue any work activities and shall be directed to undertake a second test sixty (60) minutes after the first test and the results recorded on a Drug and Alcohol Testing record Form by the independent Authorised Testing Agent:

(iii) Where the second test indicates a level greater than 0.00% BAC the Worker will be further excluded from work duties for the remainder of the shift;

(iv) Where a Worker is to be sent home using their own transport this shall only be permitted if the blood alcohol concentration test result is below that prescribed by applicable road transport legislation and has been determined as not rising for that Worker.

(v) Note: If the Worker's blood alcohol concentration result is greater than or equal to 0.05% BAC, all reasonable assistance is to be afforded to ensure an affected Worker can make their way from the Workplace to a safe location without harm (e.g. taxi, lift from a friend or Supervisor).

(vi) Contractors will be responsible for the management/arrangements for their employees in accordance with their own employment arrangements.

(vii) Any Worker that is excluded from work duties for the remainder of a shift or sent home, must, before commencing work for their next shift undertake an alcohol breath test prior to commencing that shift. If the results are negative (0.00mg/ml) the Worker shall be allowed to commence work. If the Worker returns a positive test they will not be allowed to commence work, hence page 12 of this document, 15.1 Alcohol- d) will apply.

Drugs

(a) A worker who returns a negative test will be allowed to return to work. A worker who returns a non-negative test result from their initial test (equal to or above the relevant cut-off levels of the substances referred to in AS 4760) will be deemed not fit for work

and will not be allowed to return to work. (Benzodiazepine level to be provided by the prescribed testing laboratory);

(b) Drug testing will be administered by the collection and analysis of an oral fluids specimen (saliva). Before conducting a drug test, the process used by the independent Authorised Testing Agent must be explained to the Worker providing the saliva sample;

(c) Collecting and testing of saliva specimens shall be carried out by an Authorised Testing Agent, agreed upon by the PC/Employer and the Union, and confirmatory testing is to be carried out by a NATA accredited laboratory;

(d) A Confirmatory Test will be required where a Non Negative Result Initial Test is recorded at the initial test. The handling of specimens taken for confirmatory testing is detailed in the process used by the Authorised Testing Agent and must be completed to Australian Standards;

(e) Any worker attending the workplace under the influence of drugs or alcohol will be prohibited from entry. A worker returning to the workplace following their exclusion for a Positive Result Confirmatory test will be required to submit to a drug and alcohol test prior to commencing work and receive a Negative Result Initial Test for Drugs or Alcohol prior to commencing work.

16. FORMS OF TESTING

Self-Testing

(a) The PC/Employer shall be required to provide sufficient self-testing facilities for alcohol and/or drugs for up to 10% of the workforce;

(b) Where self-test facilities are made available voluntary or self-testing for alcohol will be available for Workers prior to presenting for work. A wall mounted breathalyser (optional) will be located in an area that provides for discrete privacy for the worker, whilst completing the test so the test results cannot be inadvertently observed and disclosed to other parties;

(c) A Worker undertakes self-testing at his/her own accord; therefore, no test details are recorded. However, all Workers have obligations under the Work Health and Safety Act or equivalent occupational health and safety or occupational safety and health legislation in other States or Territories and must not wilfully place at risk their health and safety or the health and safety of other Workers or people at the workplace by commencing work if they believe they’re impaired.

Random Shift Testing

(a) In terms of Random Shift Testing it is in imperative that the PC/Employer and the Union do not know on what day, or at what time the Authorised Testing Agent will conduct the tests;

(b) It is a condition of entry for all Workers at any workplace to comply with any request to participate in random Drug and Alcohol testing as a condition of employment or contract. This means that all Workers attending or seeking to attend a workplace will be eligible for testing;

(c) Testing for Alcohol or other Drugs for Workers shall be mandatory and will be undertaken at any time throughout the Worker's hours of work (including overtime) or at any time whilst at the workplace;

(d) Individual Workers will be selected for drug testing using a simple random selection process. A random draw will be conducted using an Authorised Testing Agent independent software to randomise the selection of Workers for testing;

(e) The random selection process includes the selection of Workers from across the entire workplace subject to the testing;

(f) A Worker selected for testing will be required to present themselves for testing within a reasonable time. Random shift testing shall be conducted in a room which provides for privacy for the selected worker during testing; the requirements for this room are outlined in the Room Requirements section of this policy.

For Cause Testing

(a) An employer/supervisor may only request an employee to undertake for cause testing if:

(i) The employee has been involved in an accident or incident, or had the potential to, cause:

(ii) serious and major damage to mobile plant or property; or

(iii) an injury to themselves or other individual(s);or

(iv) Participation in a relevant and specific industry focus area when the worker is undertaking High Risk Work as identified by the employer and consistent with OHS legislation. Workers will be selected for testing using a random selection process nominated by the employer following a consultation process in line with OHS legislation.

Post Incident Testing

(a) After the occurrence of a significant incident/event at a workplace, all Workers involved in the incident may be required to undergo an initial Drug and Alcohol test.

(b) Where a Worker(s) is to be tested following a significant incident/event they shall be supervised by an Employer Representative and Employee Representative continually from the time of the incident until they have completed all testing required.

(c) Post Incident Testing will be conducted as soon as practical after the incident/event and when it is safe to do so.

(d) An injured Worker who requires immediate medical attention may only be tested when it is appropriate and safe to do so. This will be determined by the Construction Manager, the HSR, Delegate and the relevant PIA in consultation with the attending medical practitioner. In such cases, where testing can be conducted while under medical care, a saliva testing process will be used.

Reasonable Concern Testing

(a) An employer may only request an employee to undertake reasonable concern testing if the following criteria are met:

(i) An observable phenomena occurs, which is:

a. the direct observation of the employee of use of, and/or the physical behavioural symptoms of being impaired by, alcohol; and/or

b. Unusual and/or inexplicable actions by the employee; or

(ii) There is evidence that the employee is involved in the use or possession of alcohol and/or other drugs while working; or

(iii) The employee has breached safety precautions or procedures.

Testing of Minors

(a) A letter of consent contained within the work experience and student placement procedure shall be signed by the parent or guardian of any worker who is a minor seeking to access a workplace where the Impairment Policy is in place, as a condition of entry to that workplace. Alternatively, an equivalent letter signed by the parent or guardian can be provided through the minor's employer/host employer.

(b) Where a minor is selected for testing and:

(i) A letter of consent is held, then the provisions of this procedure shall apply; or

(ii) Where a letter of consent is not held, every effort will be made to contact the minor's parents/guardians to get verbal consent to participate in the testing procedure. If consent is given then the normal testing procedures will apply, if contact cannot be made and/or consent is not given then the minor will be excluded from any high risk activities or potentially excluded from site until consent is given.

17. REFUSAL TO TEST

If a Worker refuses to participate in workplace Drug and Alcohol testing the following will apply:

(a) The Employer, will inform the Worker and the workers chosen representative, that the refusal will have the same consequences as a non-negative result, i.e. that the employee will be deemed to be unfit for work due to the presence of alcohol or drugs;

(b) If the worker still refuses, the Employer and the PIA, shall consult with the worker and the workers chosen representative, regarding the requirements, process and consequences of refusing to test and encourage them to partake in the test. This would be the second request to be tested;

(c) If the worker still refuses, the refusal will be treated as a confirmed positive result, and will be subjected to the relevant consequences of such. All reasonable assistance is to be offered to ensure the employee can make their way from the workplace to a safe location without harm (i.e. taxi, lift from a friend or fellow worker). An agreed leave of absence arrangement is to apply for the duration of their absence.

18. DISCIPLINARY ACTION

The following sets out the action which may be taken when a worker returns a confirmed positive result to an alcohol or drug test.

First Occasion - A worker who has received a first confirmed positive test for alcohol or drugs (other than by self-testing) will be:

(a) Required to attend the Support as referred to in this Policy;

(b) Informed of the consequences of testing positive and their obligations to present, or remain in a fit state;

(c) Informed of further disciplinary action and testing requirements should they have a confirmed positive result (alcohol or drug) within the next 12 months.

Second occasion - A worker who has received a second confirmed positive test for alcohol or drugs (other than by self-testing) within any 12 month period will be:

(a) Required to re-attend the Support as referred to in this Policy

(b) Required to participate in a rehabilitation program referred to in “Support” in this policy

(c) Informed of the consequences of testing positive and their obligations to present, or remain in a fit state;

(d) Given a verbal warning with a diary entry placed on file; and

(e) Informed of further disciplinary action and testing requirements should they have a confirmed positive result (alcohol or drug) within the next 12 months.

A worker who has received three confirmed positive test results for alcohol or drugs which has been detected in a 12 month period may be disciplined under the Employer’s disciplinary processes.

A worker who fails to attend EAP sessions may be disciplined under this policy in accordance with principles of natural justice.

No disciplinary action will be taken in respect of positive test results from a self-test.

19. SUPPORT

The Principle Contractor (PC)/Employer will make available support to workers in respect of drug and alcohol issues. This will include:

(a) allowing access to any Union support programs; and

(b) provide an employer funded Employee Assistance Provider (EAP) to be available to workers.

The worker will be allowed to access a Union support program and/or EAP counselling during normal working hours and without loss of pay, or any form of employer retribution.

20. SELF- DECLARATION

Workers will not be disadvantaged for self-disclosure and therefore will be supported through counselling and rehabilitation processes and provided with the Support contained in this policy. In such cases the worker will be permitted to access personal leave in the first instance, then accrued leave, and may return to work when fit for duty.

The worker may be suspended from any work, with pay, with immediate effect in order for an assessment to be made of the duties they are able to perform safely and a drug and alcohol test is to be taken as soon as reasonably practicable.

21. PRIVACY

Drug and Alcohol testing results shall remain confidential and will only be used for the purpose of compliance with this Procedure in the manner required by the Privacy Act 1988 (Cth). Any information provided or declared by a Worker regarding:

(a) Prescribed Drug and Pharmacy Only Drug consumed;

(b) Medical conditions or the like;

(c) Their proposed return to the workplace following exclusion by this procedure;

Will also remain confidential and managed in accordance with the Privacy Act 1988 (Cth). Similarly, where a Worker supplies information regarding the use, sale or supply of Drugs or Alcohol at a workplace, unless the Worker otherwise agrees or as otherwise required by law, the Worker's identity will be kept confidential.

All Positive Results Confirmatory Test will be maintained on the relevant Worker's personnel records located at the workplace.

Protections from Worker Deoxyribonucleic Acid (DNA) misuse

Workers selected for testing shall have their personal DNA protected by:

(a) In the case of unintended collection of a Worker's DNA during the collection of an oral saliva sample for an initial test, by the worker being offered the used collection cartridge upon completion of the initial test.

(b) In the case of unintended collection of a Workers DNA during the collection of an oral saliva sample for testing at a NATA approved laboratory for an initial Non Negative Result Initial Test, by ensuring that the documentation that accompanies the collection cartridge to the NATA approved laboratory does not include the workers name or address but contains only that information sufficient to comply with AS4760 e.g. test report number and date of birth.

These protections will be notified to Workers during training.

22. CONSULTATION

If a party believes that an amendment to the impairment policy is required, they shall request and organise a consultation meeting involving the Employer, the Union and any other relevant stakeholders.

The attendees shall seek to reach agreement on any proposed amendments.

No amendments shall be implemented unless agreement is reached by the Employer, the Union and the relevant stakeholders.

Employment Assistance Program (EAP)

The Employment Assistance Program (EAP) is an agreed independent, professional and confidential service that aims to provide employees with assistance when affected by personal or job related problems.

To have a successful Impairment Policy at the workplace, the Policy must address how those at the workplace, including employees of the principal contractor, subcontractors and their employees and others, will be required to comply with the Impairment Policy.

The below requirements will be audited on an annual basis of the employer:

(a) Must be able to provide EAP support in all States, Territories and regional areas of Australia;

(b) Must outline in their Impairment Policy how workers who attend for work affected by drugs or alcohol will be counselled and assisted, apart from any disciplinary process that might apply;

(c) Must have a memorandum of understanding (MOU) with relevant stakeholders within treatment support areas;

(d) Provide support for their workers and their immediate families;

(e) Must be able to provide treatment services which must include the following:

  (i) General counselling;

  (ii) Drug and Alcohol counselling;

  (iii) Drug and Alcohol detoxification services;

  (iv) Drug and Alcohol rehabilitation services;

  (v) Case Management services;

  (vi) Psychology services;

(f) Must have a history of delivering support services to the Building and Construction Industry

(g) Must be able to develop and implement a plan to promote the impairment policy within the workplace

Appendix 5 - Audit Form

EMPLOYER NAME: _____

ABN NUMBER: _____

ADDRESS: _____

PRINCIPAL NAME: _____

PRINCIPAL TITLE: _____

WORKCOVER POLICY NUMBER: _____

Number of personnel: _____

Overtime 1½x _____

Overtime 2x _____

Base Hourly Rate _____

Fares & Travel _____

CBUS/BUSS(Q):	□ Yes	□ No
BERT:	□ Yes	□ No
BEWT:	□ Yes	□ No
CIPQ:	□ Yes	□ No
RDO Accrual:	□ Yes	□ No
Annual Leave:	□ Yes	□ No
Sick Leave:	□ Yes	□ No
PSLS:	□ Yes	□ No
Group Tax:	□ Yes	□ No

STATUTORY DECLARATION BY PRINCIPAL: I hereby state that the Employer has paid all of its entitlements and legal obligations in accordance with the appropriate industrial instrument.

..... PRINCIPAL

AUTHORISED BY CPA/INSTITUTE OF CHARTERED ACCOUNTANTS

EMPLOYER NAME:

NAME OF ACCOUNTANT:

REGISTRATION DETAILS

AUTHORISATION STATEMENT: I have examined the time and wages records and hereby certify that they are in accordance with the appropriate industrial instrument.

..... CERTIFIED PRACTISING ACCOUNTANT

2 February 2024

Letter Ref: 815-J019-0177
GBJV Ref: T-117

Peter Konecny
Administrator
Level 6, 480 St Pauls Tce
Fortitude Valley Q 4006

Delivered by email to: [redacted]

Dear Sir,

PROJECT:	**CENTENARY MOTORWAY JINDALEE - Centenary Bridge Upgrade - Stage 2 ("Project")**
CONTRACT NO.:	**CN-13712**
CONTRACT:	**Transport Infrastructure Contract - August 2022 (CBUP Special Edition) ("Contract")**
PRINCIPAL:	**The State of Queensland acting through the Department of Transport and Main Roads ("Principal")**
ADMINISTRATOR:	**Peter Konecny (SMEC) ("Administrator")**
CONTRACTOR:	**B.M.D. CONSTRUCTIONS PTY. LIMITED & GEORGIOU GROUP PTY LTD - ABN 20 185 567 437 ("Contractor")**
SUBJECT:	**Contractor's Extension of Time Claim under Clause 35.5** **BPIC Extreme Hot Weather Events - 19 January 2024 & 22 January 2024**

1. Extension of Time Claim

The facts

1.1 On 19 January 2024 from approximately 11:40am, the Contractor's Weatherlink station recorded an ambient temperature of 35°C at the Site, triggering an Extreme Hot Weather event in accordance with the Transport Best Practice Industrial Conditions (**BPIC**) Safe Workplace Standards. Accordingly, the Contractor:

(a) Commenced an orderly cessation of the Work Under the Contract; and

(b) At approximately 1pm, ceased all Work Under the Contract.

1.2 On 22 January 2024 from approximately 10:00am, the Contractor's Weatherlink station recorded an ambient temperature of 35°C at the Site, triggering an Extreme Hot Weather event in accordance with BPIC Safe Workplace Standards. Accordingly, the Contractor:

(a) Commenced an orderly cessation of the Work Under the Contract; and

(b) At approximately 11am, ceased all Work Under the Contract.

Current Program supporting details

1.3 As a result, the Contractor was unable to progress the Work Under the Contract. In particular, the Contractor was unable to carry out piling Works, which are critical path activities under the Current Program.

Cause of the delay

1.4 The Contractor confirms the that cause of the delay event was a qualifying cause of delay in accordance with Clause 35.5(d)(ii)(a), being the Principal obligating the Contractor to impose the Best Practice Principles (**BPP**) on its workforce and Subcontractors under Clause 14.10.

1.5 The BPPs include BPIC. At Clause 1.1 of the BPIC 'Safe Workplace Standards', 'Extreme Hot Weather' is defined as:

(a) 35°C; or

(b) 28°C and 75% humidity or more, after three hours from commencement of the shift in South East Queensland.

1.6 At Clause 1.4 of the BPIC 'Safe Workplace Standards', "an orderly cessation of work and preparations for safe completions of critical tasks currently under way and/or applicable modifications to the workload" is mandated.

1.7 In the alternative, the cause of the delay was inclement weather under Clause 35.5(d)(i)(b).

Number of days' extension claimed

1.8 The Contractor claims a total of **one day extension**, comprised of:

(a) 0.5 days extension for the delay on 19 January 2024; and

(b) 0.5 days extension for the delay on 22 January 2024.

2. Reservation of Rights

2.1 The Contractor reserves all rights including its right to update this notice as further details become available and to claim its time and costs in respect of the matters raised under this notice.

2.2 Should you have any queries regarding this Notice please do not hesitate to contact the undersigned, or the Contractor's Commercial Engineer, Mr Rex Clarke.

Yours faithfully
GEORGIOU BMD JOINT VENTURE

[redacted]

Mr Leigh Hahn
Contractor's Project Director

Member of the Surbana Jurong Group

SMEC Ref: 30033891.6.03.09\043
GBJV Ref: 815-J019-0177\T-117

8 February 2024

Leigh Hahn
Project Director
Georgiou BMD Joint Venture
C/- BMD Constructions Pty Ltd
PO Box 197,
WYNNUM QLD 4178

Dear Leigh,

Contract No. CN-13712 – Centenary Bridge Upgrade
EOT No. 9 – Inclement (Hot) Weather 19 & 22 January 2024

Reference is made to your EOT Claim dated 2 February 2024, for 1 day EOT due to inclement (hot) weather on 19 & 22 January 2024.

I confirm agreement to an EOT of 1 working day, as per the details below:

Original Date for PC	15 December 2026
Previously Approved EOT's (Working Days)	64 Working Days
Current Date for PC and Day	23 March 2027 (Tuesday)
This EOT (Working Days)	1 Working Day
Revised Date for PC and Day	24 March 2027 (Wednesday)

Reference is made to my previous advice that EOT No. 1, for 10 working days, which may yet need to be reviewed.

Yours sincerely,

[redacted]

Peter Konecny
Contract Administrator

SMEC
Level 6, 480 St Pauls Terrace
Fortitude Valley, QLD 4006, Australia

Quality Management ISO 9001 Global-Mark.com.au®
OHS Management System ISO 45001 Global-Mark.com.au®
Environmental Management ISO14001 Global-Mark.com.au®

SMEC Australia Pty Ltd ABN 47 065 475 149
SMEC International Pty Ltd ABN 32 065 440 619
SMEC Services Pty Ltd ABN 79 066 504 792
SMEC Holdings Pty Ltd ABN 84 057 274 049

23 February 2024

Letter Ref: 815-J019-0182
GBJV Ref: T-117

Peter Konecny
Administrator
Level 6, 480 St Pauls Tce
Fortitude Valley Q 4006

Delivered by email to: [redacted]

Dear Sir,

PROJECT:	**CENTENARY MOTORWAY JINDALEE - Centenary Bridge Upgrade - Stage 2 ("Project")**
CONTRACT NO.:	**CN-13712**
CONTRACT:	**Transport Infrastructure Contract - August 2022 (CBUP Special Edition) ("Contract")**
PRINCIPAL:	**The State of Queensland acting through the Department of Transport and Main Roads ("Principal")**
ADMINISTRATOR:	**Peter Konecny (SMEC) ("Administrator")**
CONTRACTOR:	**B.M.D. CONSTRUCTIONS PTY. LIMITED & GEORGIOU GROUP PTY LTD - ABN 20 185 567 437 ("Contractor")**
SUBJECT:	**BPIC Extreme Hot Weather Events** **Prescribed Notice under Clause 46.1**

We refer to:

- The Contractor's Claim for an extension of time; and
- the Administrator's Representative's letter granting an EOT in response to the Contractor's Claim.

The Contractor's Prescribed Notice under Clause 46.1 is set out below.

1. Executive Summary

1.1 On 19 and 22 January 2024, the Contractor ceased the Work Under the Contract because weather conditions at the Site triggered Extreme Hot Weather events in accordance with the Principal's BPIC Safe Workplace Standards. The Contractor therefore claimed an extension of time by reason of a Principal-caused delay.

1.2 The Administrator determined the cause of the delay in respect of the Contractor's extension of time Claim to be 'inclement (hot) weather'.

1.3 The Contractor presses its Claim for:

(a) an extension of time by reason of a Principal-caused delay under Clause 35.5(d)(ii)(a); and

(b) delay costs pursuant to Clause 36(a)

in respect of delays suffered to date and for any similar future delays.

2. Background

<u>BPIC provisions - Extreme Hot Weather Events</u>

2.1 Clause 14.10 requires the Contractor to comply with the Best Practice Principles (**BPPs**). One of the BPPs is the Best Practice Industrial Conditions (**BPICs**).

2.2 At Clause 1.1 of the BPIC 'Safe Workplace Standards', 'Extreme Hot Weather' is defined as:

(a) 35°C; or

(b) 28°C and 75% humidity or more, after three hours from commencement of the shift in South East Queensland.

2.3 At Clause 1.4 of the BPIC 'Safe Workplace Standards', once "the temperature reaches Extreme Hot Weather", "an orderly cessation of work and preparations for safe completions of critical tasks currently under way and/or applicable modifications to the workload" is mandated.

Extreme Hot Weather Events experienced at the Site

2.4 On 19 January 2024 from approximately 11:40am, the Contractor's Weatherlink station recorded an ambient temperature of 35°C at the Site, triggering an Extreme Hot Weather event in accordance with the BPIC Safe Workplace Standards. Accordingly, the Contractor:

(a) Commenced an orderly cessation of the Work Under the Contract; and

(b) At approximately 1pm, ceased all Work Under the Contract.

2.5 On 22 January 2024 from approximately 10:00am, the Contractor's Weatherlink station recorded an ambient temperature of 35°C at the Site, triggering an Extreme Hot Weather event in accordance with BPIC Safe Workplace Standards. Accordingly, the Contractor:

(a) Commenced an orderly cessation of the Work Under the Contract; and

(b) At approximately 11am, ceased all Work Under the Contract.

Contractor's Claim

2.6 On 2 February 2024, the Contractor sent a Claim for an Extension of Time Claim (**Contractor's EOT Claim**) under Clause 35.5 to the Administrator [815-J019-0177]. The Contractor:

(a) confirmed the that cause of the delay event was a qualifying cause of delay in accordance with:

(i) Clause 35.5(d)(ii)(a), being the Principal obligating the Contractor to impose the Best Practice Principles (**BPP**) on its workforce and Subcontractors under Clause 14.10, in particular the BPICs and requirements in relation to BPIC Extreme Hot Weather events; or

(ii) In the alternative, inclement weather under Clause 35.5(d)(i)(b); and

(b) claimed a one-day extension to the Date for Practical Completion.

Administrator's response to the Contractor's Claim

2.7 On 8 February 2024, the Administrator responded to the Contractor's EOT Claim [30033891.6.03.09\043]:

(a) Stating that the cause of the delay was "inclement (hot) weather on 19 & 22 January 2024"; and

(b) Agreeing to an EOT of 1 Working Day.

2.8 The Administrator did not address the Contractor's primary claimed cause of delay (a Principal-caused delay under Clause 35.5(d)(ii)(a).

3. Prescribed Notice

Basis of the Claim (breach, act, omission, direction, approval or circumstances)

3.1 The act upon which the Contractor bases its Claim is the Administrator's assessment of the Contractor's EOT Claim, in particular the Administrator's determination that the cause of delay in respect of the Contractor's EOT Claim:

(a) Was inclement weather; and

(b) Not a Principal-caused delay but without describing why the cause of delay was not such.

Basis of the Claim (provision of the Contract)

3.2 The Contractor claims that:

(a) where weather conditions at the Site (or otherwise where the Contractor is carrying out Work Under the Contract) meet the criteria described by the Principal's Transport BPICs as "Extreme Hot Weather"; then

(b) the Contractor is required to cease the Work Under the Contract; because

(c) Clause 14.10 requires the Contractor to comply with the BPICs and the BPICs mandate a cessation of work; and

(d) that, therefore, in this situation, the Contractor is entitled to:

(i) an extension of time by reason of a Principal-caused delay under Clause 35.5(d)(ii)(a); and

(ii) delay costs pursuant to Clause 36(a).

Likely Quantum of the Claim

3.3 The Contractor estimates the likely quantum of the Claim to be:

(a) Approximately $80,000.00 in respect of the Contractor's EOT Claim; and

(b) Unknown for any future claims.

4. Reservation of Rights

4.1 The Contractor reserves all rights including its right to update this notice as further details become available and to claim its time and costs in respect of the matters raised under this notice.

4.2 Should you have any queries regarding this Notice please do not hesitate to contact the undersigned, or the Contractor's Commercial Engineer, Mr Rex Clarke.

Yours faithfully
GEORGIOU BMD JOINT VENTURE



Mr Leigh Hahn
Contractor's Project Director

SMEC
Member of the Surbana Jurong Group

SMEC Ref: 30033891.6.03.09\045
GBJV Ref: 815-J019-0182\T-117

29 February 2024

Leigh Hahn
Project Director
Georgiou BMD Joint Venture
C/- BMD Constructions Pty Ltd
PO Box 197,
WYNNUM QLD 4178

Dear Leigh,

Contract No. CN-13712 – Centenary Bridge Upgrade
BPIC Extreme Weather Events – Administrator's Notice Under Clause 46.2

Reference is made to your prescribed notice under Clause 46.1 dated 23 February 2024. I reaffirm that EOT No. 9 was issued in accordance with the inclement weather provisions of GCC Cl 35.5 (d)(i)(b). Delay costs are therefore not applicable.

The Contractor has pressed its case for acknowledgement of a delay pursuant to GCC Cl 35.5(d)(ii)(a) – i.e a delay caused by the Principal, and associated delay costs. The reasons why such a cause of delay is not considered applicable are set out below.

The Contractor appears to be basing its claim on the Contract requirements to commit to Best Practice Principles (BPP) under Clause 14.10.

The first paragraph in Clause 14.10 says that:

> ***14.10 Best Practice Principles***
>
> a) For eligible projects with a Contract Sum of $100 million or greater, the Contractor shall fulfil the commitments made in the Contractor's Tender in respect of the Best Practice Principles .

We can find no reference in the Contractor's Tender to stopping work, with costs to be paid by the Principal, in the event of extreme hot weather.

The second paragraph in Clause 14.10 says that:

> b) If the Best Practice Principles are applicable, the Contractor:
>
> i. acknowledges that the Principal values a commitment to the Best Practice Principles, including the provision of terms and conditions of employment, including specified pay rates, for all personnel who will perform work under the Contract, which are equivalent to the Best Practice Industry Conditions;

This does not specifically refer to hot weather. It notes that the "Principal values a commitment to Best Practice Principles"….. but stops short of mandating Best Practice Industry Conditions (BPIC).

The third paragraph in Cl 14.10 says that:

SMEC
Level 6, 480 St Pauls Terrace
Fortitude Valley, QLD 4006, Australia

Quality Management ISO 9001 Global-Mark.com.au®
OHS Management System ISO 45001 Global-Mark.com.au®
Environmental Management ISO14001 Global-Mark.com.au®
SMEC Australia Pty Ltd ABN 47 065 475 149
SMEC International Pty Ltd ABN 32 065 440 619
SMEC Services Pty Ltd ABN 79 066 504 792
SMEC Holdings Pty Ltd ABN 84 057 274 049

ii. must, and must ensure that its Subcontractors, comply with:

a. the Best Practice Principles when procuring or entering into Subcontracts in relation to Work Under the Contract; and
b. any commitments made in their respective tenders for work under the Contract in relation to the Best Practice Principles and the Best Practice Industry Conditions, and

Again, we have not sighted any subcontract conditions which mandate the cessation of work when the temperature exceeds 35 degrees.

Further to the above, we note that:

1. The Best Practice Principles document (September 2021) does not mention hot/weather/climate. It does make various references to BPIC.
2. The Best Practice Industry Conditions for Transport Civil Construction Projects (DTMR document dated December 2020) notes that "The Transport BPIC is a guidance document and is not mandatory".

In summary then, I do not agree that cessation of works is a Principal-caused delay because:

- The Principal did not cause the hot weather
- The BPP does not reference hot weather delays
- The BPIC document is for guidance only, and is not mandated
- It is expected that if the Contractor intended to claim hot weather delays as a Principal-caused delay, then this would have clearly been spelt out in the Contractor's Tender

I note that the above determination will be final and binding upon the parties and not subject to dispute unless either TMR or the Contractor, within 20 Business Days after receiving this notice, gives a notice of dispute in accordance with Clause 47.1.

Yours sincerely,

[redacted]

Peter Konecny
Contract Administrator



26 April 2024

Letter Ref: 815-J019-0190
GBJV Ref: T-117

Mr Peter Konecny
Administrator
SMEC Australia
Level 6, 480 St. Paul's Terrace
Fortitude Valley
QLD 4006

The State of Queensland acting through the Department of Transport and Main Roads
C/- Regional Director
313 Adelaide St
Brisbane
QLD 4000

Attn: Administrator - Peter Konecny
Principal's Delegate - Adam Williams
Principal's Representative - John Ryan

Email: [redacted]
Metropolitan.projects@tmr.qld.gov.au

Dear Sirs,

PROJECT:	**Centenary Motorway Jindalee ("Project")**
CONTRACT:	**CN-13712 - Centenary Bridge Upgrade - Stage 2 ("Contract")**
PRINCIPAL:	**The State of Queensland acting through the Department of Transport and Main Roads ("Principal")**
CONTRACTOR:	**B.M.D. Constructions Pty. Limited & Georgiou Group Pty Ltd ("Contractor")**
SUBJECT:	**BPIC Extreme Hot Weather Events - Principal-caused Delays Notice of Dispute - Clause 47.1**

We refer to the:

- Contractor's Claim for an extension of time (**EOT**);
- Administrator's Representative's letter granting an EOT in response to the Contractor's Claim;
- Contractor's Prescribed Notice under Clause 46.1; and
- Administrator's determination and notice under Clause 46.2.

The Contractor's Notice of Dispute under Clause 47.1 is set out below.

1. Executive summary

1.1 The Contractor claimed a one-day EOT as a Principal-caused delay because the ambient temperature at the Site on 19 and 22 January 2024 triggered Extreme Hot Weather events in accordance with the BPICs' Safe Workplace Standards, requiring the Contractor to cease the affected Work Under the Contract.

1.2 The Administrator awarded the Contractor a one-day EOT but disagreed that the delay was Principal-caused because:

(a) It considers that the BPICs are not mandated by the Contract; and

(b) The Contractor did not expressly state in its Tender that it intended to claim 'hot weather delays' as a Principal-caused delays.

1.3 The Contractor disputes the Administrator's position because:

(a) The Contract stipulates that the BPICs are to be applied on the Project, in particular insofar as the Contractor committed to apply the BPICs in its Tender; and

(b) The Principal did not require the Contractor to declare such an intention in its Tender and that this notwithstanding, the provisions of the BPICs, being a Principal-issued document, are unambiguous in respect of Extreme Hot Weather events.

1.4 The Contractor sets out further details below and hopes for a swift and amicable resolution to this dispute.

2. Background

BPIC provisions - Extreme Hot Weather Events

2.1 Clause 14.10 requires the Contractor to comply with the Best Practice Principles (**BPPs**). One of the BPPs is the Best Practice Industrial Conditions (**BPICs**).

2.2 At Clause 1.1 of the BPIC 'Safe Workplace Standards', 'Extreme Hot Weather' is defined as:

(a) 35°C; or

(b) 28°C and 75% humidity or more, after three hours from commencement of the shift in South East Queensland.

2.3 At Clause 1.4 of the BPIC 'Safe Workplace Standards', once "the temperature reaches Extreme Hot Weather", "an orderly cessation of work and preparations for safe completions of critical tasks currently under way and/or applicable modifications to the workload" is mandated.

Extreme Hot Weather Events experienced at the Site

2.4 On 19 January 2024 from approximately 11:40am, the Contractor's Weatherlink station recorded an ambient temperature of 35°C at the Site, triggering an Extreme Hot Weather event in accordance with the BPIC Safe Workplace Standards. Accordingly, the Contractor:

(a) Commenced an orderly cessation of the Work Under the Contract; and

(b) At approximately 1pm, ceased all Work Under the Contract.

2.5 On 22 January 2024 from approximately 10:00am, the Contractor's Weatherlink station recorded an ambient temperature of 35°C at the Site, triggering an Extreme Hot Weather event in accordance with BPIC Safe Workplace Standards. Accordingly, the Contractor:

(a) Commenced an orderly cessation of the Work Under the Contract; and

(b) At approximately 11am, ceased all Work Under the Contract.

Contractor's Claim

2.6 On 2 February 2024, the Contractor sent a Claim for an Extension of Time Claim (**Contractor's EOT Claim**) under Clause 35.5 to the Administrator [815-J019-0177]. The Contractor:

(a) confirmed the that cause of the delay event was a qualifying cause of delay in accordance with:

(i) Clause 35.5(d)(ii)(a), being the Principal obligating the Contractor to impose the Best Practice Principles (**BPP**) on its workforce and Subcontractors under Clause 14.10, in particular the BPICs and requirements in relation to BPIC Extreme Hot Weather events; or

(ii) In the alternative, inclement weather under Clause 35.5(d)(i)(b); and

(b) claimed a one-day extension to the Date for Practical Completion.

Administrator's response to the Contractor's Claim

2.7 On 8 February 2024, the Administrator responded to the Contractor's EOT Claim [30033891.6.03.09\043]:

(a) Stating that the cause of the delay was "inclement (hot) weather on 19 & 22 January 2024"; and

(b) Agreeing to an EOT of 1 Working Day.

2.8 The Administrator did not address the Contractor's primary claimed cause of delay (a Principal-caused delay under Clause 35.5(d)(ii)(a)).

Contractor's Prescribed Notice

2.9 On 23 February 2024, the Contractor sent the Administrator a Prescribed Notice under Clause 46.1 in relation to the Contractor's EOT Claim [815-J019-0182].

2.10 The Contractor pressed its Claim that:

(a) where weather conditions at the Site (or otherwise where the Contractor is carrying out Work Under the Contract) meet the criteria described by the Principal's Transport BPICs as "Extreme Hot Weather"; then

(b) the Contractor is required to cease the Work Under the Contract; because

(c) Clause 14.10 requires the Contractor to comply with the BPICs and the BPICs mandate a cessation of work; and

(d) that, therefore, in this situation, the Contractor is entitled to:

(i) an extension of time by reason of a Principal-caused delay under Clause 35.5(d)(ii)(a); and

(ii) delay costs pursuant to Clause 36(a).

2.11 The Contractor estimated the quantum of the Claim to be:

(a) Approximately $80,000.00 in respect of the Contractor's EOT Claim; and

(b) Unknown for any future claims.

Administrator's Notice under Clause 46.2

2.12 On 29 February 2024, the Administrator responded to Contractor's Prescribed Notice with a Notice under Clause 46.2 [30033891.6.03.09\045].

2.13 The Administrator stated:

"Reference is made to your prescribed notice under Clause 46.1 dated 23 February 2024. I reaffirm that EOT No. 9 was issued in accordance with the inclement weather provisions of GCC Cl 35.5 (d)(i)(b). Delay costs are therefore not applicable.

The Contractor has pressed its case for acknowledgement of a delay pursuant to GCC Cl 35.5(d)(ii)(a) – i.e a delay caused by the Principal, and associated delay costs. The reasons why such a cause of delay is not considered applicable are set out below.

The Contractor appears to be basing its claim on the Contract requirements to commit to Best Practice Principles (BPP) under Clause 14.10.

The first paragraph in Clause 14.10 says that:

> ***14.10 Best Practice Principles***
>
> a) For eligible projects with a Contract Sum of $100 million or greater, the Contractor shall fulfil the commitments made in the Contractor's Tender in respect of the Best Practice Principles .

We can find no reference in the Contractor's Tender to stopping work, with costs to be paid by the Principal, in the event of extreme hot weather.

The second paragraph in Clause 14.10 says that:

> b) If the Best Practice Principles are applicable, the Contractor:
>
> i. acknowledges that the Principal values a commitment to the Best Practice Principles, including the provision of terms and conditions of employment, including specified pay rates, for all personnel who will perform work under the Contract, which are equivalent to the Best Practice Industry Conditions;

This does not specifically refer to hot weather. It notes that the "Principal values a commitment to Best Practice Principles"….. but stops short of mandating Best Practice Industry Conditions (BPIC).

The third paragraph in Cl 14.10 says that:

> ii. must, and must ensure that its Subcontractors, comply with:
>
> a. the Best Practice Principles when procuring or entering into Subcontracts in relation to Work Under the Contract; and
>
> b. any commitments made in their respective tenders for work under the Contract in relation to the Best Practice Principles and the Best Practice Industry Conditions, and

Again, we have not sighted any subcontract conditions which mandate the cessation of work when the temperature exceeds 35 degrees.

Further to the above, we note that:

1. The Best Practice Principles document (September 2021) does not mention hot/weather/climate. It does make various references to BPIC.

2. The Best Practice Industry Conditions for Transport Civil Construction Projects (DTMR document dated December 2020) notes that "The Transport BPIC is a guidance document and is not mandatory".

In summary then, I do not agree that cessation of works is a Principal-caused delay because:

- *The Principal did not cause the hot weather*
- *The BPP does not reference hot weather delays*
- *The BPIC document is for guidance only, and is not mandated*
- *It is expected that if the Contractor intended to claim hot weather delays as a Principal-caused delay, then this would have clearly been spelt out in the Contractor's Tender*

I note that the above determination will be final and binding upon the parties and not subject to dispute unless either TMR or the Contractor, within 20 Business Days after receiving this notice, gives a notice of dispute in accordance with Clause 47.1."

3. The Contractor's response to the Administrator's determination

3.1 The Administrator's statements in rejecting the Contractor's Claim alongside the Contractor's responses to these statements is set out below:

Administrator's Statement	Contractor's Response
We can find no reference in the Contractor's Tender to stopping work, with costs to be paid by the Principal, in the event of extreme hot weather	Clause 14.10(a) refers to commitments made in the Contractor's Tender. The Contractor, in its Tender (Envelope One), committed to applying BPIC terms and conditions to its direct workforce and to applying best endeavours to engage Subcontractors whose personnel working on the Project are employed on terms and conditions equivalent to the BPICs. The BPICs are clear in the actions to be taken by the Contractor in the event of Extreme Hot Weather.
This does not specifically refer to hot weather. It notes that the "Principal values a commitment to Best Practice Principles"….. but stops short of mandating Best Practice Industry Conditions (BPIC).	It is acknowledged that Clause 14.10(b) does not (1) refer to hot weather nor (2) expressly 'mandate' the BPICs. However: • it would run counter to the Principal's express value placed on a commitment to the BPPs that it does not also value the application of the BPICs on the Project; and • that the BPICs are not mandated by this particular sub-clause does not affect the Contractor's Claim.

Administrator's Statement	Contractor's Response
Again, we have not sighted any subcontract conditions which mandate the cessation of work when the temperature exceeds 35 degrees	• Clause 9.2.2(f)(vi) obligates the Contractor to include provisions in applicable Subcontracts which requires Subcontractors to fulfill commitments made in its tender in respect of the BPPs. • In seeking the Administrator's approval to subcontract parts of the Work Under the Contract to which the BPPs apply, the Contractor has consistently stated that the Subcontractor's 'terms and conditions of employment for its personnel who will perform Work Under the Contract will be equivalent to the Best Practice Industry Conditions'. • The Hot Weather Guidelines are a condition of the BPICs and so it follows that an equivalent condition is included in the relevant Subcontracts.
The Best Practice Principles document (September 2021) does not mention hot/weather/climate. It does make various references to BPIC.	• The BPPs document guides the application of the BPPs. One of the BPPs is 'Best Practice Industrial Relations'. • The BPPs state: ○ *'The BPICs outline the Queensland Government's expectation for best practice employment conditions for workers performing work on-site on best practice principles projects'* ○ *'For certain best practice principles projects, when applying the 'Best practice industrial relations' principle, Best Practice Industry Conditions (BPICs) may also need to be applied'* ○ That the BPICs do not need to be applied to 'non-transport civil construction' and 'other procurement categories' (i.e. Medical Goods and Services, Social Services, General Goods and Services) BPPs projects • Given the above, the only reasonable interpretation of the Contract, including the BPPs document, is that the BPICs apply to the Project
The Best Practice Industry Conditions for Transport Civil Construction Projects (DTMR document dated December 2020) notes that "The Transport BPIC is a guidance document and is not mandatory".	The Contractor acknowledges that the BPICs contain this statement. However, the Contractor submits that the only reasonable interpretation of the Contract is that the BPICs apply to the Project when the Contract, including the BPPs and the BPICs, are read together so that context is given to the BPICs.
The Principal did not cause the hot weather	This is acknowledged and agreed, however this does not affect the Contractor's Claim.

Administrator's Statement	Contractor's Response
The BPP does not reference hot weather delays	The Contractor acknowledges and agrees that the BPPs document itself does not reference hot weather, however this does not affect the Contractor's Claim. The BPPs document is an overarching document which, in conjunction with the General Conditions, place an obligation on the Contractor to implement the BPICs, including as committed by the Contractor in its Tender. The Contractor's Claim is based on the BPICs' stipulation of the atmospheric conditions upon which Work Under the Contract so impacted must cease.
The BPIC document is for guidance only, and is not mandated	As set out above, when the BPICs document is given context by the Contract and its Other Documents, the only reasonable interpretation of the Contract is that the BPICs apply to the Project, in particular to the extent committed in the Contractor's Tender.
It is expected that if the Contractor intended to claim hot weather delays as a Principal-caused delay, then this would have clearly been spelt out in the Contractor's Tender	The Principal's tender documents did not require the Contractor to declare such an intention. The Contractor, in its Tender, committed to applying BPIC terms and conditions to its direct workforce and to applying best endeavours to engage Subcontractors whose personnel working on the Project are employed on terms and conditions equivalent to the BPICs. The BPICs are clear in the actions to be taken by the Contractor in the event of Extreme Hot Weather.

3.2 In summary:

(a) It appears that the Contractor's Claim is rejected because:

(i) The BPICs are not mandated by the Contract; and

(ii) The Contractor did not expressly state in its Tender that it intended to claim 'hot weather delays' as a Principal-caused delays; and

(b) The Contractor disagrees because, respectively:

(i) The Contract stipulates that the BPICs are to be applied on the Project, in particular insofar as the Contractor committed to apply the BPICs in its Tender; and

(ii) The Principal did not require the Contractor to declare such an intention in its Tender and that this notwithstanding, the provisions of the BPICs, being a Principal-issued document, are unambiguous in respect of Extreme Hot Weather events.

4. The Dispute

4.1 The parties dispute whether:

(a) the Contract requires the Contractor to apply the BPICs in carrying out the Work Under the Contract; and

(b) accordingly, when the BPICs require the Contractor to cease the Work Under the Contract when the temperature reaches BPIC-defined 'Extreme Hot Weather':

(i) such delay is a under Principal-caused delay under Clause 35.5(d)(ii)(a); and so

(ii) the Contractor is entitled to delay costs pursuant to Clause 36(a).

5. Dispute resolution process

5.1 Clause 47.2 requires the Administrator and the Contractor's Representative to confer at least once to resolve the dispute within five Business Days of service of this notice of dispute. The parties must therefore confer to resolve the dispute by no later than 3 May 2024.

5.2 Clause 47.3.5 states that if the Administrator and the Contractor's Representative fail to resolve the dispute within 10 Business Days after service of the notice of dispute, the party may, by notice in writing to the other party, refer such dispute to the issues resolution advisor (**IRA**) appointed under Clause 49. This date falls on 13 May 2024.

5.3 Clause 49.8 states that if a dispute is referred to the IRA under Clause 47.3, the IRA shall consider the Dispute in accordance with the Principles of Process included in the IRA Agreement and provide its written recommendation (including reasons) to the parties.

6. Reservation of Rights

6.1 The Contractor reserves all rights including its right to update this notice as further details become available.

6.2 Should you have any queries regarding this Notice please do not hesitate to contact the undersigned.

Yours faithfully
Georgiou BMD Joint Venture

[redacted]

Mr Gareth Davie
Contractor's Project Director

From: Rex Clarke
To: Chris DEMARTINI
Cc: CBUP; Quinn Murray; Peter KONECNY; 815-J019 Change Management - Mailbox; SMEC 30033891 Centenary Bridge CA Services; Francisca P Knight; Gareth Davie
Subject: RE: 815-J019-0171 - T-117 - Contractor"s Extension of Time Claim Under Clause 35.5 - BPIC Extreme Hot Weather Events - 19 & 22 Jan 2024
Date: Friday, 24 May 2024 3:32:42 PM
Attachments: image001.png
Proposed Env3 Rev7 - Amounts 240524.xlsx
CN-13712 Centenary Bridge - Envelope #3 rev7 - BPIC Hot Weather Proposal.docx

Hi Chris,

At our 7 May discussion, GBJV agreed to provide a proposal whereby the cost of ceasing work due to the BPIC Hot Weather Guidelines may be accounted for under Envelope 3.

To that end, I've attached:

1. Proposed amendments to Envelope 3 (Env3 Rev7); and
2. A sheet describing the total amounts of each item under the approved Env3 format (rev6) and the proposed rev7

Happy to discuss once you've reviewed.

Thanks,

Rex

Rex Clarke
Commercial Engineer
Georgiou BMD Joint Venture (GBJV)
[redacted]
213 Sinnamon Road, Jindalee QLD 4074
PO Box 197 Wynnum Qld 4178

Centenary Bridge Upgrade Project

From: Gareth Davie <[redacted]
Sent: Friday, May 3, 2024 2:34 PM
To: Chris DEMARTINI [redacted] Rex Clarke [redacted]
Cc: CBUP <CBUP@tmr.qld.gov.au>; Quinn Murray [redacted] Peter KONECNY [redacted] 815-J019 Change Management - Mailbox <changemgmt@gbjvcentenary.com.au>; SMEC 30033891 Centenary Bridge CA Services <sb-SMEC-30033891@smec.com>; Francisca P Knight [redacted]
Subject: RE: 815-J019-0171 - T-117 - Contractor's Extension of Time Claim Under Clause 35.5 - BPIC Extreme Hot Weather Events - 19 & 22 Jan 2024

Hello Chris,

I confirm our discussion to meet and discuss this on Tuesday 7th May 2024.

Regards
Gareth

Gareth Davie
Project Director
BMD Constructions

[redacted]
1 Sandpiper Ave Port of Brisbane QLD 4178
PO Box 197 Wynnum Qld 4178



From: Chris DEMARTINI <[redacted]
Sent: Friday, May 3, 2024 10:55 AM
To: Gareth Davie <[redacted] Rex Clarke <[redacted]
Cc: CBUP <CBUP@tmr.qld.gov.au>; Quinn Murray <[redacted] Peter KONECNY <[redacted] 815-J019 Change Management - Mailbox <changemgmt@gbjvcentenary.com.au>; SMEC 30033891 Centenary Bridge CA Services <sb-SMEC-30033891@smec.com>; Francisca P Knight <[redacted]
Subject: RE: 815-J019-0171 - T-117 - Contractor's Extension of Time Claim Under Clause 35.5 - BPIC Extreme Hot Weather Events - 19 & 22 Jan 2024

Hi Gareth,

As discussed on the phone just now, we were due to confer on this one by today (within 5 days of your notice). It had been suggested we discuss this at the CLT, but this was missed yesterday.

There's not too many of us in the office today, so as agreed, we will meet on Tuesday. I don't think our position has changed a great deal, but it would be worth a quick discussion. I will send out a meeting invite.

Regards

Chris Demartini
Administrator's Representative
Centenary Bridge Upgrade
M +[redacted] E [redacted]
Level 6, 480 St Pauls Tce, Fortitude Valley, QLD, 4006, Australia

From: Rex Clarke <[redacted]>
Sent: Friday, 26 April 2024 10:49 AM
To: Peter KONECNY <[redacted]> Metropolitan Projects <Metropolitan.Projects@tmr.qld.gov.au>
Cc: CBUP <CBUP@tmr.qld.gov.au>; Quinn Murray <[redacted]> 815-J019 Change Management - Mailbox <changemgmt@gbjvcentenary.com.au>; Chris DEMARTINI <[redacted]> SMEC 30033891 Centenary Bridge CA Services <sb-SMEC-[redacted]> Gary Grant [redacted] Mathew Quy-Verlander [redacted] Sean Donald [redacted] kieren.walters [georgiou] [redacted] Francisca P Knight [redacted] Gareth Davie [redacted] Extension of Time Claim Under Clause 35.5 - BPIC Extreme Hot Weather Events - 19 & 22 Jan 2024

Hi Peter,

Our Notice of Dispute in relation to this matter is attached.

We hope to resolve quickly and amicably. An opportune time to discuss would be next week's CLT meeting.

Regards,

Rex

Rex Clarke
Commercial Engineer
Georgiou BMD Joint Venture (GBJV)

[redacted]
213 Sinnamon Road, Jindalee QLD 4074
PO Box 197 Wynnum Qld 4178



From: Peter KONECNY [redacted]
Sent: Thursday, March 28, 2024 1:02 PM
To: Rex Clarke [redacted] Francisca P Knight <[redacted]>
Cc: CBUP <CBUP@tmr.qld.gov.au>; Quinn Murray [redacted] 815-J019 Change Management - Mailbox <changemgmt@gbjvcentenary.com.au>; Chris DEMARTINI [redacted] SMEC 30033891 Centenary Bridge CA Services <sb-SMEC-30033891@smec.com>; Gary Grant [redacted] Mathew Quy-Verlander [redacted] Sean Donald [redacted] kieren.walters [georgiou] [redacted]
Subject: RE: 815-J019-0171 - T-117 - Contractor's Extension of Time Claim Under Clause 35.5 - BPIC

Extreme Hot Weather Events - 19 & 22 Jan 2024

Hi Rex,
I have no problem with that – for a one-off proposal.
Regards

Peter Konecny
Contract Administrator
Centenary Bridge Upgrade
M [redacted] T [redacted] E [redacted]
Level 6, 480 St Pauls Tce, Fortitude Valley, QLD, 4006, Australia

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From: Rex Clarke <[redacted]
Sent: Thursday, 28 March 2024 12:21 PM
To: Peter KONECNY <[redacted] Francisca P Knight <[redacted]
Cc: CBUP <CBUP@tmr.qld.gov.au>; Quinn Murray <[redacted] 815-J019 Change Management - Mailbox <changemgmt@gbjvcentenary.com.au>; Chris DEMARTINI <[redacted] SMEC 30033891 Centenary Bridge CA Services <sb-SMEC-30033891@smec.com>; Gary Grant <[redacted] Mathew Quy-Verlander <Mathew.Quy-[redacted] Sean Donald <[redacted] kieren.walters [georgiou] <[redacted]
Subject: RE: 815-J019-0171 - T-117 - Contractor's Extension of Time Claim Under Clause 35.5 - BPIC Extreme Hot Weather Events - 19 & 22 Jan 2024

Hi Peter and Fran,

As discussed with Fran and Mat, seeking your written confirmation of a one calendar month extension to the Cl46.2(c) requirement to submit a notice of dispute in relation to this matter within 20 Business Days of the Administrator's notice under Cl46.2 (i.e. today).

If you could please confirm today by reply email that would be appreciated.

Thanks,

Rex

Rex Clarke
Commercial Engineer
Georgiou BMD Joint Venture (GBJV)

[redacted]
213 Sinnamon Road, Jindalee QLD 4074
PO Box 197 Wynnum Qld 4178



From: Peter KONECNY <[redacted]
Sent: Thursday, February 29, 2024 9:14 AM
To: Rex Clarke <[redacted] Francisca P Knight <[redacted]
Cc: CBUP <CBUP@tmr.qld.gov.au>; Quinn Murray <[redacted] Leigh Hahn <[redacted] 815-J019 Change Management - Mailbox <changemgmt@gbjvcentenary.com.au>; Chris DEMARTINI <[redacted] SMEC 30033891 Centenary Bridge CA Services <sb-SMEC-30033891@smec.com>
Subject: RE: 815-J019-0171 - T-117 - Contractor's Extension of Time Claim Under Clause 35.5 - BPIC Extreme Hot Weather Events - 19 & 22 Jan 2024

Hi Rex/Fran,
Please see our response attached. I stress the need to submit a Notice of Dispute within 20 business days if you wish to take this further.
Regards

Peter Konecny
Contract Administrator
Centenary Bridge Upgrade
[redacted]
Level 6, 480 St Pauls Tce, Fortitude Valley, QLD, 4006, Australia

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From: Rex Clarke <[redacted]
Sent: Friday, 23 February 2024 3:08 PM
To: Peter KONECNY <[redacted]
Cc: CBUP <CBUP@tmr.qld.gov.au>; Francisca P Knight <[redacted] Quinn Murray <[redacted] Leigh Hahn <[redacted] 815-J019 Change Management - Mailbox <changemgmt@gbjvcentenary.com.au>; Chris DEMARTINI <[redacted] SMEC 30033891 Centenary Bridge CA Services <sb-SMEC-30033891@smec.com>
Subject: RE: 815-J019-0171 - T-117 - Contractor's Extension of Time Claim Under Clause 35.5 - BPIC Extreme Hot Weather Events - 19 & 22 Jan 2024

Hi Peter,

We wish to press our claim for delays triggered by BPIC-defined 'Extreme Hot Weather' as a Principal-caused delay.

Our Prescribed Notice is attached.

Regards,

Rex

Rex Clarke
Commercial Engineer
Georgiou BMD Joint Venture (GBJV)

[redacted]
213 Sinnamon Road, Jindalee QLD 4074
PO Box 197 Wynnum Qld 4178



From: Peter KONECNY <[redacted]
Sent: Thursday, February 8, 2024 3:30 PM
To: Rex Clarke <[redacted]
Cc: CBUP <CBUP@tmr.qld.gov.au>; Francisca P Knight <[redacted] Quinn Murray <[redacted] Leigh Hahn <[redacted] 815-J019 Change Management - Mailbox <changemgmt@gbjvcentenary.com.au>; Chris DEMARTINI <[redacted] SMEC 30033891 Centenary Bridge CA Services <sb-SMEC-30033891@smec.com>
Subject: RE: 815-J019-0171 - T-117 - Contractor's Extension of Time Claim Under Clause 35.5 - BPIC Extreme Hot Weather Events - 19 & 22 Jan 2024

Hi Rex,
EOT letter attached.
Regards

Peter Konecny
Contract Administrator
Centenary Bridge Upgrade
[redacted] E [redacted]
Level 6, 480 St Pauls Tce, Fortitude Valley, QLD, 4006, Australia

From: Rex Clarke <[redacted]
Sent: Friday, 2 February 2024 3:54 PM
To: Chris DEMARTINI <[redacted] Peter KONECNY <[redacted]
Cc: CBUP <CBUP@tmr.qld.gov.au>; Francisca P Knight <[redacted] Quinn Murray <[redacted] Leigh Hahn <[redacted] 815-J019 Change Management - Mailbox <changemgmt@gbjvcentenary.com.au>
Subject: 815-J019-0171 - T-117 - Contractor's Extension of Time Claim Under Clause 35.5 - BPIC Extreme Hot Weather Events - 19 & 22 Jan 2024

Hi Chris and Peter,

Our EOT claim for recent BPIC hot weather shutdown events is attached.

Thanks,

Rex

Rex Clarke
Commercial Engineer
Georgiou BMD Joint Venture (GBJV)

[redacted]
213 Sinnamon Road, Jindalee QLD 4074

Georgiou

BMD

PO Box 197 Wynnum Qld 4178



~~CN-13712 Centenary Bridge Upgrade Project~~
~~Envelope #3 - Table 1: Items previously agreed-in-principle between TMR and GBJV which are envisaged to not relate to the process or outcome of the proposed Greenfield Industrial Agreement.~~

Item	Description	Business as usual	Stretch target BPIC outcome	Provisional Quantities*	Rationale	Method of measurement
CN-13712 Centenary Bridge Upgrade Project **Envelope #3 - Table 1: Items previously agreed-in-principle between TMR and GBJV which are envisaged to not relate to the process or outcome of the proposed Greenfield Industrial Agreement.**						
~~Item~~	~~Description~~	~~Business as usual~~	~~Stretch target BPIC outcome~~	~~Provisional Quantities*~~	~~Rationale~~	~~Method of measurement~~
One **KRA#1 Item (a) (i)**	Work profile - labour force split between self-performed, subcontracted and labour hire	Self-performed: 40% Subcontracted: 35% Labour Hire: 25%	Self-performed: 55% Subcontracted: 35% Labour Hire: 10%	$120,000 per 1% increment x (25% -10%) = $1,800,000	150,000 hours moved from labour hire to direct employment with an allowance for unproductive time during work discontinuities for permanent employees.	Nil payable if Labour Hire component exceeds 25% of direct labour hours. For each percentage point achieved less than 25%, an amount is payable at the rate of $120,000 for each percentage point below 25%.
Two **KRA#1 Item (a) (ii)**	Diversity and inclusion	Site-based roles: Women: 7.5% ATSI: 1.5% Disadvantaged: 0.0% **Total base target: 9.0%**	Site-based roles: Women: 17.5% ATSI: 3.5% Disadvantaged: 2.0% **Total stretch target: 23.0%**	$50,000 per 1% increment x (23% -9%) = $700,000	Estimated cost for active recruitment of increased diversity in direct labour force plus prioritisation of subcontractors with higher rates of diversity.	Payable at the rate of $50,000 for each percentage point achieved over the combined base target of 9%.
Three B **KRA#1 Item (b) (i)**	The industrial agreement applicable to Staff and how the wage BPIC rates and conditions effect retention	Utilise existing employment agreements for staff	Effect an uplift applicable to all Staff	Staff: 150,000 hrs x $9/hr = $1,350,000	Anticipated 150,000 hours at a pro-rated hourly rate of $9/hr^	Payable upon application of the new project-specific agreement for Staff, multiplied by $9/hr. GBJV to remain available to provide anonymised Letters of Assignment and Payslips sample of one Georgiou and one BMD staff member upon request (envisaged as quarterly) from the Contract Administrator.
Six A **KRA#1 Item (c) (i) to (vi)**	Approach to using best endeavours to engage appropriately determined subcontractors including external plant hire, who intend to adopt BPIC principles.	No subcontractors currently reflect BPIC rates of pay.	External plant hire and/or Subcontractor labour hours on the project reflect BPIC rates of pay.	240,000hrs x $12.50/hr = $3,000,000	240,000hrs @ $12.50/hr increase in labour cost	Payable where subcontractors, including external plant hire, agree to pay BPIC rates and conditions. Assessable using proposed Envelope #1 criteria termed *Procurement Practice* - see further at Item 10. BPIC Subcontractors to be periodically audited to show that pay, including rates and allowances, is equivalent to the Transport BPICs (December 2020). The following packages are anticipated to be captured in the Clause 9.2 process and have BPIC requirements applied to them: ▪ >$5 million: Piling ▪ Between $2 - 5 million: Demolition; ▪ Between $1 - 2 million: Steel Girder Assembly; Heavy Craneage; Marine; Sewer; Survey Services ▪ Others > $½ million but with the potential to exceed $1 million: Ground Surface Treatments; Jacking; Landscaping; Placement of Asphalt/ Foam Bitumen / Seal; Stressing; Waste Removal
Six B **KRA#1 Item (c) (i) to (vi)**	Approach to using best endeavours to specifically engage electrical subcontractors, who intend to adopt BPIC principles.	No subcontractors currently reflect BPIC rates of pay.	Electrical subcontractor labour hours on the project reflect specific BPIC rates of pay.	8,000hrs x $25/hr = $200,000	8,000hrs @ $25/hr increase in labour cost	Payable where electrical subcontractors agree to pay BPIC rates and conditions. Assessable using proposed Envelope #1 criteria termed *Procurement Practice* - see further at Item 10 BPIC Subcontractors to be periodically audited to show that pay, including rates and allowances, is equivalent to the Transport BPICs (December 2020).
Six C **KRA#1 Item (c) (i) to (vi)**	Approach to using best endeavours to specifically engage traffic control subcontractors, who intend to adopt BPIC principles.	No subcontractors currently reflect BPIC rates of pay.	Traffic Control subcontractor labour hours on the project reflect specific BPIC rates of pay.	24,000hrs x $35/hr = $840,000	24,000hrs @ $35/hr increase in labour cost	Payable where traffic control subcontractors agree to pay BPIC rates and conditions. Assessable using proposed Envelope #1 criteria termed *Procurement Practice* - see further at Item 10 BPIC Subcontractors to be periodically audited to show that pay, including rates and allowances, is equivalent to the Transport BPICs (December 2020).
Seven **KRA#1 Item (d) (i) (ii)**	Ensuring monitoring, compliance and reporting on BPIC compliance for direct workforce and subcontractors, and Clause 9 requirements in relation to the tendering, documentation, approvals, reporting and evaluation of subcontract work packages.	Not required.	One additional mid-level commercial staff member required for duration.	$17,500 / month x 48months = $840,000	Salary plus on-cost for mid-level resource for 48 months.	Payable monthly from award at the rate of $17,500 / month up to the lump sum value GBJV to provide the Contract Administrator, each month, a collation of hours by staff members who have contributed to BPIC monitoring and compliance. Summation of hours will be rounded to one Full-Time Equivalent staff member per month.
Eight **KRA#1 Item (e) (i)**	The proposed apprentices and trainee targets for the project	Core requirement for 15% (min.) of total hours is undertaken by apprentices &/or trainees; other workforce training	Ensure workforce with optimal level of skills and experience is attracted to and retained on the project.	$100,000 per 1% increment x (20% - 15%) = $500,000	Increased utilisation of RTO on-site to support training initiatives and Increased percentage paid attendance to training	An amount payable at a rate of $100,000 per percentage point achieved above minimum core requirement Non-Price Target: 1 apprentice/trainee to 7 Tradesperson ratio

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~~CN-13712 Centenary Bridge Upgrade Project~~
~~Envelope #3 - Table 1: Items previously agreed in principle between TMR and GBJV which are envisaged to not relate to the process or outcome of the proposed Greenfield Industrial Agreement.~~

Item	Description	Business as usual	Stretch target BPIC outcome	Provisional Quantities*	Rationale	Method of measurement
Nine **KRA#1 Items (f) and (g)**	Training coordination / workforce training	Use corporate (HO based) resources to manage training.	Mandated employment of a training coordinator on the project.	$17,500 / month x 48months = $840,000	Salary + on-cost for mid-level resource for 48 months.	Payable monthly from award at the rate of $17,500 / month up to the lump sum value GBJV to provide the Contract Administrator, each month, a collation of hours by staff member(s) who have contributed to training co-ordination and compliance. Summation of hours will not be rounded to Full-Time Equivalent staff member per month.
~~**Ten**~~ ~~**Subcontract Procurement**~~	~~Clause 9 requirements in relation to the tendering, documentation, approvals, reporting and evaluation of subcontract work packages.~~	~~Following internal corporate policies and procedures.~~	~~Implementation of Clause 9 procurement requirements~~	~~$32,500 / month x 24months + $25,000 / month x 12months + $17,500/month x 12months = $1,290,000~~	~~Salary plus on-cost for:~~ ~~• one mid-level resource and two assistant level resources for 2 years~~ ~~• one mid-level resource and one assistant level resources for 12 months~~ ~~• one mid-level resource for 12 months~~	~~Restricted to select packages as proposed *Procurement Practice* in Envelope #1. Application of the *Procurement Practice* will be to packages which are envisaged to be:~~ ~~a) >$1 million in value; and/or,~~ ~~b) involvement at site > 3 continuous months; or,~~ ~~c) by discretion of GBJV's Project Manager for packages with perceived HSEQ, IR, Commercial, public perception &/or Program risks.~~ ~~Payable monthly from Award at the rates proposed according to the agreed progression of the project works~~
Eleven **Hot Weather**	How the BPIC Hot Weather Guidelines affect the Work Under the Contract	Following internal corporate policies and procedures with respect to managing hot weather	Implement the BPIC Hot Weather Guidelines: cease Work Under the Contract when the temperature reaches: • 35°C, or • 28°C and 75% humidity 3hrs after commencement of work.	Option 1: $7,500 x qty hours where work ceased up to a maximum of $75,000 per day; or Option 2: $75,000 per Working Day where relevant EOT is awarded; or Option 3: Reasonable additional costs of ceasing work (incl EOT delay costs if applicable) valued under Cl40.5 as a Provisional Sum Estimated amount: 6 hot weather days x 3 summer periods (24/25, 25/26 & 26/27) x $75,000 = $1,350,000	Option 1 & 2: estimated project cost in line with pre-agreed rates for Envelope 3 Items Four/Four A Option 3: direct costs of implementing the Hot Weather Guidelines plus Schedule M10 overhead and profit	Payable in accordance with the Option agreed between GBJV and the Contract Administrator. **Consideration required to extending Date for Practical Completion should the implementation of the BPIC Hot Weather Guidelines impact the critical path of the Current Program**
Total: Table 1				**$11,360,000**	**Excluding GST**	

CN-13712 Centenary Bridge Upgrade Project
Envelope #3 - Table 2: Items which are envisaged to relate to the process or outcome of the proposed Greenfield Industrial Agreement.

~~Item~~	~~Description~~	~~Business as usual~~	~~Stretch target BPIC outcome~~	~~Provisional Quantities*~~	~~Rationale~~	~~Method of measurement~~
Three A1 **KRA#1 Item (b) (i)**	The industrial agreement applicable to our self-performing workforce and how the wage rates and conditions compare to BPIC.	Utilise existing employment agreements for staff and for the self-performing workforce the applicable: • Georgiou Group Operations Agreement 2019 • BMD (Qld & NT) Agreement 2022	Develop, negotiate and lodge with Fair Work a greenfield industrial Agreement for the Project's self-performing workforce	Self-performing workforce: 300,000 hrs x $9/hr^ = $2,700,000	Anticipated 300,000 hours at a pro-rated hourly rate of $9/hr^	Payable via the application of the new project-specific Agreement for direct labour. ^ Hours obtained from Envelope #1 submission and effective increased pay rate inclusive of all Terms & Conditions pertaining to proposed greenfield Agreement not known until ratified by Fair Work.
Three A2 **KRA#1 Item (b) (i)**	Income Protection provision included within proposed Greenfield Agreement ss per BPIC+ requirements even though Centenary Bridge Upgrade is a BPIC project	Not envisaged. Normal Enterprise Agreement provisions apply as per: • Georgiou Group Operations Agreement 2019 • BMD (Qld & NT) Agreement 2022	Develop, negotiate and lodge with Fair Work a greenfield industrial Agreement for the Project's self-performing workforce inclusive of Income Protection for eligible employees	$31 per eligible employee per week x estimate 50 employees x 4 years x 52 weeks = $322,400	Income Protection provisions included within proposed Greenfield Agreement ss per BPIC+ requirements	Payable via the application of the new project-specific Agreement for direct labour based upon Continuous weeks of employment at this project only. Terms & Conditions pertaining to proposed Greenfield Agreement not known until ratified by Fair Work. GBJV to remain available to provide evidence to the Contract Administrator (envisaged as quarterly) in the form of proof of policy being maintained.

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~~CN-13712 Centenary Bridge Upgrade Project~~
~~Envelope #3 - Table 1: Items previously agreed in principle between TMR and GBJV which are envisaged to not relate to the process or outcome of the proposed Greenfield Industrial Agreement.~~

Item	Description	Business as usual	Stretch target BPIC outcome	Provisional Quantities*	Rationale	Method of measurement
Four **KRA#1 Item (b) (i)**	The industrial agreement applicable to our self-performing workforce and how the wage rates and conditions compare to BPIC .	Existing agreements based upon: • Georgiou Group Operations Agreement 2019 • BMD (Qld & NT) Agreement 2022	Allowance for the inclusion of nominated 13 Fixed and 6 Flexible Rostered Days Off (RDO) per annum.	16 RDO/year x 4 years x $75,000/day = $4,800,000	13 Fixed + 3 Flexible RDO's over a 48 month period at an estimated project cost of $75,000 per RDO	Payable as applicable RDO's will feature in proposed project-specific Agreement. • Allocation of RDO's are subject to project-specific and industry-wide scheduling. • GBJV and TMR share the intention of this condition is for workers to have taken the day off for work/life balance instead of an end of project RDO payout. **Separate consideration required to Date for Practical Completion and application of Liquidated Damages**
Four A **KRA#1 Item (b) (i)**	The industrial agreement applicable to our self-performing workforce and how the wage rates and conditions compare to BPIC.	Existing agreements based upon: • Georgiou Group Operations Agreement 2019 • BMD (Qld & NT) Agreement 2022	Applicable in the instance where ≥2 consecutive Flexible Rostered Days Off (RDO) are observed by GBJV wages employees but not by other project personnel	3 RDO/year x 4 years x $55,000/day = $660,000	GBJV wages personnel may elect to observe multiple and consecutive Flexible RDO's during the project however, other subcontract entities may wish to continue work and do so at rates applicable under their Agreements. Estimated project cost of $55,000 per RDO	**Consideration required to Date for Practical Completion and application of Liquidated Damages, as the activities falling on Critical Path at the time that the multiple, consecutive Flexible RDO's are being observed by GBJV wages personnel may be effected by their absence. Hence, Extension of Time to the Date of Practical Completion would be applicable.** **In the alternative, the activities falling on Critical Path at the time may be effected by subcontractors and/or other personnel who are not observing the GBJV Greenfield Agreement's Flexible RDO and are continuing to work. Hence, Extension of Time to the Date of Practical completion would not be applicable.**
Five **KRA#1 Item (b) (i)**	The industrial agreement applicable to our self-performing workforce and how specific conditions compare to BPIC (family violence leave).	Existing agreements based upon: • Georgiou Group Operations Agreement 2019 • BMD (Qld & NT) Agreement 2022 Are both silent on provisions for Domestic Violence leave However, apply the existing conditions within each companies policies, which is access to unpaid leave.	Allowance for 10 days per year paid family violence leave.	$600,000	Statistics are 1:6 women & 1:16 men have experienced family violence, which may result in ~30 individuals requiring support for an average of 5 days	Payable on the establishment of a provisional sum paid on approved days utilised. And, the adoption of proactive approach including training & consultation; as well as the provision of on-site workforce education.
Total: Table 2				**$9,082,400**	**Excluding GST**	
Grand Total: Table 1 + Table 2				**$20,442,400**	**Excluding GST**	

**Payments to be assessed and paid as Provisional Quantities in accordance with MRS01 Cl.2.1.7 and Appendix B (Commercial Framework) Cl.1.2(b) and 3.2(a).*

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From:	Chris DEMARTINI
To:	Rex Clarke
Cc:	CBUP; Quinn Murray; Peter KONECNY; 815-J019 Change Management - Mailbox; SMEC 30033891 Centenary Bridge CA Services; Francisca P Knight; Gareth Davie; Damitha A Peiris
Subject:	RE: 815-J019-0171 - T-117 - Contractor"s Extension of Time Claim Under Clause 35.5 - BPIC Extreme Hot Weather Events - 19 & 22 Jan 2024
Date:	Tuesday, 18 June 2024 4:34:09 PM
Attachments:	image001.png CN-13712 Centenary Bridge - Envelope #3 rev7 - BPIC Hot Weather Proposal CA Review.docx

Hi Rex,

Sorry I missed this one back in May. Your revised envelope 3 looks OK and the final amount is still $1.4mill less than the originally accepted Envelope 3.

I have made a couple of minor amendments.

- Updated the Table 1 Total and Final Total to match the correct amount.
- Item 4 – Clarified that PC will be extended 1 day for each Fixed RDO taken.
- Item Seven – In the description I've added the periodic audits of BPIC subcontractors.
- Item Eleven – Chose Option 2 for Hot Weather Events. EoT to be assessed as inclement weather. Payment at $75,000 per day or prorata for part thereof.

If you're happy with these amendments let me know and I'll run it past TMR for final approval.

Regards

Chris Demartini
Administrator's Representative
Centenary Bridge Upgrade
M [redacted] T [redacted] E [redacted]
Level 6, 480 St Pauls Tce, Fortitude Valley, QLD, 4006, Australia

From: Rex Clarke <[redacted]
Sent: Friday, 24 May 2024 3:29 PM
To: Chris DEMARTINI <[redacted]
Cc: CBUP <CBUP@tmr.qld.gov.au>; Quinn Murray <[redacted] Peter KONECNY <[redacted] 815-J019 Change Management - Mailbox <changemgmt@gbjvcentenary.com.au>; SMEC 30033891 Centenary Bridge CA Services <sb-SMEC-30033891@smec.com>; Francisca P Knight <[redacted] Gareth Davie <[redacted]
Subject: RE: 815-J019-0171 - T-117 - Contractor's Extension of Time Claim Under Clause 35.5 - BPIC Extreme Hot Weather Events - 19 & 22 Jan 2024

Hi Chris,

At our 7 May discussion, GBJV agreed to provide a proposal whereby the cost of ceasing work due to the BPIC Hot Weather Guidelines may be accounted for under Envelope 3.

To that end, I've attached:

1. Proposed amendments to Envelope 3 (Env3 Rev7); and
2. A sheet describing the total amounts of each item under the approved Env3 format (rev6) and the proposed rev7

Happy to discuss once you've reviewed.

Thanks,

Rex

Rex Clarke
Commercial Engineer
Georgiou BMD Joint Venture (GBJV)

[redacted]
213 Sinnamon Road, Jindalee QLD 4074
PO Box 197 Wynnum Qld 4178



From: Gareth Davie <[redacted]
Sent: Friday, May 3, 2024 2:34 PM
To: Chris DEMARTINI <[redacted] Rex Clarke <[redacted]
Cc: CBUP <CBUP@tmr.qld.gov.au>; Quinn Murray <[redacted] Peter KONECNY <[redacted] 815-J019 Change Management - Mailbox <changemgmt@gbjvcentenary.com.au>; SMEC 30033891 Centenary Bridge CA Services <sb-SMEC-30033891@smec.com>; Francisca P Knight <[redacted]
Subject: RE: 815-J019-0171 - T-117 - Contractor's Extension of Time Claim Under Clause 35.5 - BPIC Extreme Hot Weather Events - 19 & 22 Jan 2024

Hello Chris,

I confirm our discussion to meet and discuss this on Tuesday 7th May 2024.

Regards
Gareth

Gareth Davie
Project Director
BMD Constructions

[redacted]
1 Sandpiper Ave Port of Brisbane QLD 4178
PO Box 197 Wynnum Qld 4178



From: Chris DEMARTINI <[redacted]
Sent: Friday, May 3, 2024 10:55 AM
To: Gareth Davie <[redacted] Rex Clarke <[redacted]
Cc: CBUP <CBUP@tmr.qld.gov.au>; Quinn Murray <[redacted] Peter KONECNY <[redacted] 815-J019 Change Management - Mailbox <changemgmt@gbjvcentenary.com.au>; SMEC 30033891 Centenary Bridge CA Services <sb-SMEC-30033891@smec.com>; Francisca P Knight <[redacted]
Subject: RE: 815-J019-0171 - T-117 - Contractor's Extension of Time Claim Under Clause 35.5 - BPIC Extreme Hot Weather Events - 19 & 22 Jan 2024

Hi Gareth,

As discussed on the phone just now, we were due to confer on this one by today (within 5 days of your notice). It had been suggested we discuss this at the CLT, but this was missed yesterday.

There's not too many of us in the office today, so as agreed, we will meet on Tuesday. I don't think our position has changed a great deal, but it would be worth a quick discussion. I will send out a meeting invite.

Regards

Chris Demartini
Administrator's Representative
Centenary Bridge Upgrade
M [redacted] T [redacted] E [redacted]
Level 6, 480 St Pauls Tce, Fortitude Valley, QLD, 4006, Australia

From: Rex Clarke <[redacted]
Sent: Friday, 26 April 2024 10:49 AM
To: Peter KONECNY <[redacted] Metropolitan Projects <Metropolitan.Projects@tmr.qld.gov.au>
Cc: CBUP <CBUP@tmr.qld.gov.au>; Quinn Murray <[redacted] 815-J019 Change Management - Mailbox <changemgmt@gbjvcentenary.com.au>; Chris DEMARTINI <[redacted] SMEC 30033891 Centenary Bridge CA Services <sb-SMEC-30033891@smec.com>; Gary Grant <[redacted] Mathew Quy-Verlander [redacted] Sean Donald <[redacted] kieren.walters [georgiou] <[redacted] Francisca P Knight <[redacted] Gareth Davie <[redacted]
Subject: RE: 815-J019-0171 - T-117 - Contractor's Extension of Time Claim Under Clause 35.5 - BPIC Extreme Hot Weather Events - 19 & 22 Jan 2024

Hi Peter,

Our Notice of Dispute in relation to this matter is attached.

We hope to resolve quickly and amicably. An opportune time to discuss would be next week's CLT meeting.

Regards,

Rex

Rex Clarke
Commercial Engineer
Georgiou BMD Joint Venture (GBJV)

[redacted]
213 Sinnamon Road, Jindalee QLD 4074
PO Box 197 Wynnum Qld 4178



From: Peter KONECNY <[redacted]
Sent: Thursday, March 28, 2024 1:02 PM
To: Rex Clarke <[redacted] Francisca P Knight <[redacted]
Cc: CBUP <CBUP@tmr.qld.gov.au>; Quinn Murray <[redacted] 815-J019 Change Management - Mailbox <changemgmt@gbjvcentenary.com.au>; Chris DEMARTINI <[redacted] SMEC 30033891 Centenary Bridge CA Services <sb-SMEC-30033891@smec.com>; Gary Grant <[redacted] Mathew Quy-Verlander [redacted] Sean Donald <[redacted] kieren.walters [georgiou] <[redacted]
Subject: RE: 815-J019-0171 - T-117 - Contractor's Extension of Time Claim Under Clause 35.5 - BPIC Extreme Hot Weather Events - 19 & 22 Jan 2024

Hi Rex,
I have no problem with that – for a one-off proposal.
Regards

Peter Konecny
Contract Administrator
Centenary Bridge Upgrade
M [redacted] T [redacted] E [redacted]
Level 6, 480 St Pauls Tce, Fortitude Valley, QLD, 4006, Australia

From: Rex Clarke <[redacted]
Sent: Thursday, 28 March 2024 12:21 PM
To: Peter KONECNY <[redacted] Francisca P Knight <[redacted]
Cc: CBUP <CBUP@tmr.qld.gov.au>; Quinn Murray <[redacted] 815-J019 Change Management - Mailbox <changemgmt@gbjvcentenary.com.au>; Chris DEMARTINI

<[redacted] SMEC 30033891 Centenary Bridge CA Services <sb-SMEC-30033891@smec.com>; Gary Grant <[redacted] Mathew Quy-Verlander [redacted] Sean Donald <[redacted] kieren.walters [georgiou] <[redacted]
Subject: RE: 815-J019-0171 - T-117 - Contractor's Extension of Time Claim Under Clause 35.5 - BPIC Extreme Hot Weather Events - 19 & 22 Jan 2024

Hi Peter and Fran,

As discussed with Fran and Mat, seeking your written confirmation of a one calendar month extension to the Cl46.2(c) requirement to submit a notice of dispute in relation to this matter within 20 Business Days of the Administrator's notice under Cl46.2 (i.e. today).

If you could please confirm today by reply email that would be appreciated.

Thanks,

Rex

Rex Clarke
Commercial Engineer
Georgiou BMD Joint Venture (GBJV)

[redacted]
213 Sinnamon Road, Jindalee QLD 4074
PO Box 197 Wynnum Qld 4178



From: Peter KONECNY <[redacted]
Sent: Thursday, February 29, 2024 9:14 AM
To: Rex Clarke <[redacted] Francisca P Knight <[redacted]
Cc: CBUP <CBUP@tmr.qld.gov.au>; Quinn Murray <[redacted] Leigh Hahn <[redacted] 815-J019 Change Management - Mailbox <changemgmt@gbjvcentenary.com.au>; Chris DEMARTINI <[redacted] SMEC 30033891 Centenary Bridge CA Services <sb-SMEC-30033891@smec.com>
Subject: RE: 815-J019-0171 - T-117 - Contractor's Extension of Time Claim Under Clause 35.5 - BPIC Extreme Hot Weather Events - 19 & 22 Jan 2024

Hi Rex/Fran,
Please see our response attached. I stress the need to submit a Notice of Dispute within 20 business days if you wish to take this further.
Regards

Peter Konecny

Contract Administrator
Centenary Bridge Upgrade
M +61 411 028 748 T +61 7 3029 6756 E [redacted]
Level 6, 480 St Pauls Tce, Fortitude Valley, QLD, 4006, Australia

From: Rex Clarke <[redacted]
Sent: Friday, 23 February 2024 3:08 PM
To: Peter KONECNY <[redacted]
Cc: CBUP <CBUP@tmr.qld.gov.au>; Francisca P Knight <[redacted] Quinn Murray <[redacted] Leigh Hahn <[redacted] 815-J019 Change Management - Mailbox <changemgmt@gbjvcentenary.com.au>; Chris DEMARTINI <[redacted] SMEC 30033891 Centenary Bridge CA Services <sb-SMEC-30033891@smec.com>
Subject: RE: 815-J019-0171 - T-117 - Contractor's Extension of Time Claim Under Clause 35.5 - BPIC Extreme Hot Weather Events - 19 & 22 Jan 2024

Hi Peter,

We wish to press our claim for delays triggered by BPIC-defined 'Extreme Hot Weather' as a Principal-caused delay.

Our Prescribed Notice is attached.

Regards,

Rex

Rex Clarke
Commercial Engineer
Georgiou BMD Joint Venture (GBJV)

[redacted]
213 Sinnamon Road, Jindalee QLD 4074
PO Box 197 Wynnum Qld 4178



From: Peter KONECNY <[redacted]
Sent: Thursday, February 8, 2024 3:30 PM
To: Rex Clarke <[redacted]
Cc: CBUP <CBUP@tmr.qld.gov.au>; Francisca P Knight <[redacted] Quinn Murray <[redacted] Leigh Hahn <[redacted] 815-J019 Change Management - Mailbox <changemgmt@gbjvcentenary.com.au>; Chris DEMARTINI <[redacted] SMEC 30033891 Centenary Bridge CA Services <sb-SMEC-30033891@smec.com>
Subject: RE: 815-J019-0171 - T-117 - Contractor's Extension of Time Claim Under Clause 35.5 - BPIC

Extreme Hot Weather Events - 19 & 22 Jan 2024

Hi Rex,
EOT letter attached.
Regards

Peter Konecny
Contract Administrator
Centenary Bridge Upgrade
M +61 411 028 748 T +61 7 3029 6756 E [redacted]
Level 6, 480 St Pauls Tce, Fortitude Valley, QLD, 4006, Australia

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From: Rex Clarke <[redacted]
Sent: Friday, 2 February 2024 3:54 PM
To: Chris DEMARTINI <[redacted] Peter KONECNY <[redacted]
Cc: CBUP <CBUP@tmr.qld.gov.au>; Francisca P Knight <[redacted] Quinn Murray <[redacted] Leigh Hahn <[redacted] 815-J019 Change Management - Mailbox <changemgmt@gbjvcentenary.com.au>
Subject: 815-J019-0171 - T-117 - Contractor's Extension of Time Claim Under Clause 35.5 - BPIC Extreme Hot Weather Events - 19 & 22 Jan 2024

Hi Chris and Peter,

Our EOT claim for recent BPIC hot weather shutdown events is attached.

Thanks,

Rex

Rex Clarke
Commercial Engineer
Georgiou BMD Joint Venture (GBJV)

[redacted]
213 Sinnamon Road, Jindalee QLD 4074
PO Box 197 Wynnum Qld 4178



~~CN-13712 Centenary Bridge Upgrade Project~~
~~Envelope #3 - Table 1: Items previously agreed-in-principle between TMR and GBJV which are envisaged to not relate to the process or outcome of the proposed Greenfield Industrial Agreement.~~

Item	Description	Business as usual	Stretch target BPIC outcome	Provisional Quantities*	Rationale	Method of measurement
One **KRA#1 Item (a) (i)**	Work profile - labour force split between self-performed, subcontracted and labour hire	Self-performed: 40% Subcontracted: 35% Labour Hire: 25%	Self-performed: 55% Subcontracted: 35% Labour Hire: 10%	$120,000 per 1% increment x (25% -10%) = $1,800,000	150,000 hours moved from labour hire to direct employment with an allowance for unproductive time during work discontinuities for permanent employees.	Nil payable if Labour Hire component exceeds 25% of direct labour hours. For each percentage point achieved less than 25%, an amount is payable at the rate of $120,000 for each percentage point below 25%.
Two **KRA#1 Item (a) (ii)**	Diversity and inclusion	Site-based roles: Women: 7.5% ATSI: 1.5% Disadvantaged: 0.0% **Total base target: 9.0%**	Site-based roles: Women: 17.5% ATSI: 3.5% Disadvantaged: 2.0% **Total stretch target: 23.0%**	$50,000 per 1% increment x (23% -9%) = $700,000	Estimated cost for active recruitment of increased diversity in direct labour force plus prioritisation of subcontractors with higher rates of diversity.	Payable at the rate of $50,000 for each percentage point achieved over the combined base target of 9%.
Three B **KRA#1 Item (b) (i)**	The industrial agreement applicable to Staff and how the wage BPIC rates and conditions effect retention	Utilise existing employment agreements for staff	Effect an uplift applicable to all Staff	Staff: 150,000 hrs x $9/hr = $1,350,000	Anticipated 150,000 hours at a pro-rated hourly rate of $9/hr^	Payable upon application of the new project-specific agreement for Staff, multiplied by $9/hr. GBJV to remain available to provide anonymised Letters of Assignment and Payslips sample of one Georgiou and one BMD staff member upon request (envisaged as quarterly) from the Contract Administrator.
Six A **KRA#1 Item (c) (i) to (vi)**	Approach to using best endeavours to engage appropriately determined subcontractors including external plant hire, who intend to adopt BPIC principles.	No subcontractors currently reflect BPIC rates of pay.	External plant hire and/or Subcontractor labour hours on the project reflect BPIC rates of pay.	240,000hrs x $12.50/hr = $3,000,000	240,000hrs @ $12.50/hr increase in labour cost	Payable where subcontractors, including external plant hire, agree to pay BPIC rates and conditions. Assessable using proposed Envelope #1 criteria termed *Procurement Practice* - see further at Item 10. BPIC Subcontractors to be periodically audited to show that pay, including rates and allowances, is equivalent to the Transport BPICs (December 2020). The following packages are anticipated to be captured in the Clause 9.2 process and have BPIC requirements applied to them: ▪ >$5 million: Piling ▪ Between $2 - 5 million: Demolition; ▪ Between $1 - 2 million: Steel Girder Assembly; Heavy Craneage; Marine; Sewer; Survey Services ▪ Others > $½ million but with the potential to exceed $1 million: Ground Surface Treatments; Jacking; Landscaping; Placement of Asphalt/ Foam Bitumen / Seal; Stressing; Waste Removal
Six B **KRA#1 Item (c) (i) to (vi)**	Approach to using best endeavours to specifically engage electrical subcontractors, who intend to adopt BPIC principles.	No subcontractors currently reflect BPIC rates of pay.	Electrical subcontractor labour hours on the project reflect specific BPIC rates of pay.	8,000hrs x $25/hr = $200,000	8,000hrs @ $25/hr increase in labour cost	Payable where electrical subcontractors agree to pay BPIC rates and conditions. Assessable using proposed Envelope #1 criteria termed *Procurement Practice* - see further at Item 10 BPIC Subcontractors to be periodically audited to show that pay, including rates and allowances, is equivalent to the Transport BPICs (December 2020).
Six C **KRA#1 Item (c) (i) to (vi)**	Approach to using best endeavours to specifically engage traffic control subcontractors, who intend to adopt BPIC principles.	No subcontractors currently reflect BPIC rates of pay.	Traffic Control subcontractor labour hours on the project reflect specific BPIC rates of pay.	24,000hrs x $35/hr = $840,000	24,000hrs @ $35/hr increase in labour cost	Payable where traffic control subcontractors agree to pay BPIC rates and conditions. Assessable using proposed Envelope #1 criteria termed *Procurement Practice* - see further at Item 10 BPIC Subcontractors to be periodically audited to show that pay, including rates and allowances, is equivalent to the Transport BPICs (December 2020).
Seven **KRA#1 Item (d) (i) (ii)**	Ensuring monitoring, compliance and reporting on BPIC compliance for direct workforce and subcontractors, and Clause 9 requirements in relation to the tendering, documentation, approvals, reporting ~~and~~ evaluation of subcontract work packages and periodic auditing of BPIC subcontractors.	Not required.	One additional mid-level commercial staff member required for duration.	$17,500 / month x 48months = $840,000	Salary plus on-cost for mid-level resource for 48 months.	Payable monthly from award at the rate of $17,500 / month up to the lump sum value GBJV to provide the Contract Administrator, each month, a collation of hours by staff members who have contributed to BPIC monitoring and compliance. Summation of hours will be rounded to one Full-Time Equivalent staff member per month.

CN-13712 Centenary Bridge Upgrade Project
Envelope #3 - Table 1: Items previously agreed-in-principle between TMR and GBJV which are envisaged to not relate to the process or outcome of the proposed Greenfield Industrial Agreement.

~~Item~~
~~Description~~
~~Business as usual~~
~~Stretch target BPIC outcome~~
~~Provisional Quantities*~~
~~Rationale~~
~~Method of measurement~~

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~~CN-13712 Centenary Bridge Upgrade Project~~
~~Envelope #3 - Table 1: Items previously agreed in principle between TMR and GBJV which are envisaged to not relate to the process or outcome of the proposed Greenfield Industrial Agreement.~~

Item	Description	Business as usual	Stretch target BPIC outcome	Provisional Quantities*	Rationale	Method of measurement
Eight **KRA#1 Item (e) (i)**	The proposed apprentices and trainee targets for the project	Core requirement for 15% (min.) of total hours is undertaken by apprentices &/or trainees; other workforce training	Ensure workforce with optimal level of skills and experience is attracted to and retained on the project.	$100,000 per 1% increment x (20% - 15%) = $500,000	Increased utilisation of RTO on-site to support training initiatives and Increased percentage paid attendance to training	An amount payable at a rate of $100,000 per percentage point achieved above minimum core requirement Non-Price Target: 1 apprentice/trainee to 7 Tradesperson ratio
Nine **KRA#1 Items (f) and (g)**	Training coordination / workforce training	Use corporate (HO based) resources to manage training.	Mandated employment of a training coordinator on the project.	$17,500 / month x 48months = $840,000	Salary + on-cost for mid-level resource for 48 months.	Payable monthly from award at the rate of $17,500 / month up to the lump sum value GBJV to provide the Contract Administrator, each month, a collation of hours by staff member(s) who have contributed to training co-ordination and compliance. Summation of hours will not be rounded to Full-Time Equivalent staff member per month.
~~**Ten**~~ ~~**Subcontract Procurement**~~	~~Clause 9 requirements in relation to the tendering, documentation, approvals, reporting and evaluation of subcontract work packages.~~	~~Following internal corporate policies and procedures.~~	~~Implementation of Clause 9 procurement requirements~~	~~$32,500 / month x 24months + $25,000 / month x 12months + $17,500/month x 12months = $1,290,000~~	~~Salary plus on-cost for:~~ ~~• one mid-level resource and two assistant level resources for 2 years~~ ~~• one mid-level resource and one assistant level resources for 12 months~~ ~~• one mid-level resource for 12 months~~	~~Restricted to select packages as proposed *Procurement Practice* in Envelope #1. Application of the *Procurement Practice* will be to packages which are envisaged to be:~~ ~~a) >$1 million in value; and/or,~~ ~~b) involvement at site > 3 continuous months; or,~~ ~~c) by discretion of GBJV's Project Manager for packages with perceived HSEQ, IR, Commercial, public perception &/or Program risks.~~ ~~Payable monthly from Award at the rates proposed according to the agreed progression of the project works~~
Eleven **Hot Weather**	How the BPIC Hot Weather Guidelines affect the Work Under the Contract	Following internal corporate policies and procedures with respect to managing hot weather	Implement the BPIC Hot Weather Guidelines: cease Work Under the Contract when the temperature reaches: • 35°C; or • 28°C and 75% humidity 3hrs after commencement of work.	~~Option 1: $7,500 x qty hours where work ceased up to a maximum of $75,000 per day;~~ ~~or~~ ~~Option 2:~~ $75,000 per Working Day where relevant EOT is awarded; ~~or~~ ~~Option 3: Reasonable additional costs of ceasing work (incl EOT delay costs if applicable) valued under Cl40.5 as a Provisional Sum~~ Estimated amount: 6 hot weather days x 3 summer periods (24/25, 25/26 & 26/27) x $75,000 = $1,350,000	~~Option 1 & 2:~~ Estimated project cost in line with pre-agreed rates for Envelope 3 Items Four/Four A ~~Option 3: direct costs of implementing the Hot Weather Guidelines plus Schedule M10 overhead and profit~~	~~Payable in accordance with the Option agreed between GBJV and the Contract Administrator.~~ **Consideration required to extending Date for Practical Completion should the implementation of the BPIC Hot Weather Guidelines impact the critical path of the Current Program.** **If works cease due to Extreme Hot Weather this will generally be treated as Inclement Weather. Payment at $75,000 per day of prorata for part thereof.**
Total: Table 1				**$11,~~360~~420,000**	**Excluding GST**	

CN-13712 Centenary Bridge Upgrade Project
Envelope #3 - Table 2: Items which are envisaged to relate to the process or outcome of the proposed Greenfield Industrial Agreement.

~~Item~~	~~Description~~	~~Business as usual~~	~~Stretch target BPIC outcome~~	~~Provisional Quantities*~~	~~Rationale~~	~~Method of measurement~~
Three A1 **KRA#1 Item (b) (i)**	The industrial agreement applicable to our self-performing workforce and how the wage rates and conditions compare to BPIC.	Utilise existing employment agreements for staff and for the self-performing workforce the applicable: • Georgiou Group Operations Agreement 2019 • BMD (Qld & NT) Agreement 2022	Develop, negotiate and lodge with Fair Work a greenfield industrial Agreement for the Project's self-performing workforce	Self-performing workforce: 300,000 hrs x $9/hr^ = $2,700,000	Anticipated 300,000 hours at a pro-rated hourly rate of $9/hr^	Payable via the application of the new project-specific Agreement for direct labour. ^ Hours obtained from Envelope #1 submission and effective increased pay rate inclusive of all Terms & Conditions pertaining to proposed greenfield Agreement not known until ratified by Fair Work.

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~~CN-13712 Centenary Bridge Upgrade Project~~
~~Envelope #3 - Table 1: Items previously agreed in principle between TMR and GBJV which are envisaged to not relate to the process or outcome of the proposed Greenfield Industrial Agreement.~~

Item	Description	Business as usual	Stretch target BPIC outcome	Provisional Quantities*	Rationale	Method of measurement
Three A2 **KRA#1 Item (b) (i)**	Income Protection provision included within proposed Greenfield Agreement ss per BPIC+ requirements even though Centenary Bridge Upgrade is a BPIC project	Not envisaged. Normal Enterprise Agreement provisions apply as per: • Georgiou Group Operations Agreement 2019 • BMD (Qld & NT) Agreement 2022	Develop, negotiate and lodge with Fair Work a greenfield industrial Agreement for the Project's self-performing workforce inclusive of Income Protection for eligible employees	$31 per eligible employee per week x estimate 50 employees x 4 years x 52 weeks = $322,400	Income Protection provisions included within proposed Greenfield Agreement ss per BPIC+ requirements	Payable via the application of the new project-specific Agreement for direct labour based upon Continuous weeks of employment at this project only. Terms & Conditions pertaining to proposed Greenfield Agreement not known until ratified by Fair Work. GBJV to remain available to provide evidence to the Contract Administrator (envisaged as quarterly) in the form of proof of policy being maintained.
Four **KRA#1 Item (b) (i)**	The industrial agreement applicable to our self-performing workforce and how the wage rates and conditions compare to BPIC .	Existing agreements based upon: • Georgiou Group Operations Agreement 2019 • BMD (Qld & NT) Agreement 2022	Allowance for the inclusion of nominated 13 Fixed and 6 Flexible Rostered Days Off (RDO) per annum.	16 RDO/year x 4 years x $75,000/day = $4,800,000	13 Fixed + 3 Flexible RDO's over a 48 month period at an estimated project cost of $75,000 per RDO	Payable as applicable RDO's will feature in proposed project-specific Agreement. • Allocation of RDO's are subject to project-specific and industry-wide scheduling. • GBJV and TMR share the intention of this condition is for workers to have taken the day off for work/life balance instead of an end of project RDO payout. ~~Separate consideration required to~~ **Date for Practical Completion** to be extended 1 day for each fixed RDO taken~~and application of Liquidated Damages~~
Four A **KRA#1 Item (b) (i)**	The industrial agreement applicable to our self-performing workforce and how the wage rates and conditions compare to BPIC.	Existing agreements based upon: • Georgiou Group Operations Agreement 2019 • BMD (Qld & NT) Agreement 2022	Applicable in the instance where ≥2 consecutive Flexible Rostered Days Off (RDO) are observed by GBJV wages employees but not by other project personnel	3 RDO/year x 4 years x $55,000/day = $660,000	GBJV wages personnel may elect to observe multiple and consecutive Flexible RDO's during the project however, other subcontract entities may wish to continue work and do so at rates applicable under their Agreements. Estimated project cost of $55,000 per RDO	**Consideration required to Date for Practical Completion and application of Liquidated Damages, as the activities falling on Critical Path at the time that the multiple, consecutive Flexible RDO's are being observed by GBJV wages personnel may be effected by their absence. Hence, Extension of Time to the Date of Practical Completion would be applicable.** **In the alternative, the activities falling on Critical Path at the time may be effected by subcontractors and/or other personnel who are not observing the GBJV Greenfield Agreement's Flexible RDO and are continuing to work. Hence, Extension of Time to the Date of Practical completion would not be applicable.**
Five **KRA#1 Item (b) (i)**	The industrial agreement applicable to our self-performing workforce and how specific conditions compare to BPIC (family violence leave).	Existing agreements based upon: • Georgiou Group Operations Agreement 2019 • BMD (Qld & NT) Agreement 2022 Are both silent on provisions for Domestic Violence leave However, apply the existing conditions within each companies policies, which is access to unpaid leave.	Allowance for 10 days per year paid family violence leave.	$600,000	Statistics are 1:6 women & 1:16 men have experienced family violence, which may result in ~30 individuals requiring support for an average of 5 days	Payable on the establishment of a provisional sum paid on approved days utilised. And, the adoption of proactive approach including training & consultation; as well as the provision of on-site workforce education.
Total: Table 2				**$9,082,400**	**Excluding GST**	
Grand Total: Table 1 + Table 2				**$20,5044,2,400**	**Excluding GST**	

**Payments to be assessed and paid as Provisional Quantities in accordance with MRS01 Cl.2.1.7 and Appendix B (Commercial Framework) Cl.1.2(b) and 3.2(a).*

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Minutes

Contract Leadership Team meeting

CN-13712 Centenary Bridge Upgrade Project

Date	Thursday 27th June 2024	**Time**	9:30am – 10:33am
Place	GBJV Site – CA Office – 213 Sinnamon Rd, Jindalee		
Chair	Jack Ryan		
Minute taker	Tunya Boyce		

Invitees

Name	*Company*	*Role*
Matthew Quy-Verlander	GBJV	CLT Member
Gareth Davie	GBJV	A/Project Director
James Smith	GBJV	Project Director
Jack Ryan	TMR	CLT Member
Fran Knight	TMR	Project Director
Damitha Peiris	TMR	Principal Engineer
Peter Konecny	SMEC	Contract Administrator
Chris Demartini	SMEC	Contract Administrator's Rep
Ben Schnitzerling	Redfox	Issues Resolutions Advisor

Agenda item 1	Welcome and apologies • Apologies from Ben Schnitzerling (Redfox) and Gary Grant (GBJV) • Sean Donald (GBJV) joined online • Welcome Damitha, he will be reliving for Fran next month
Agenda item 2	Safety Share • We are working on a structural project and focus on our potential hazards. The personal awareness of the public doesn't have the same focus. On Friday 21/06/24 there was 3 traffic accidents on the highway. Don't take it for granted that the public will "stay in their lane" • Increased risk of public "rubber necking" with gantry installation. Potentially reduce consequence by lowering speed limit on highway from 80kmh to 60kmh • Daily Prestart meetings reiterate stay left on ATP for safety of users and workers • Another project was shutdown due to generator not tested and tagged. JR suggests full audit of test and tag on site

Agenda item 3

Approval of previous minutes and outstanding actions

- Accepted with minor change from PK regarding Item 4, dot point 6, Drain Line 50 submission appears to be “high” not “excessive”
- Incident Management to be discussed offline

Task owner	*Action item*	*Action from Meeting date*	*Status*
GD	Submit options for closing ATP to help mitigate CFMEU accessing site – *Injunction in place*	30/05/24	*Closed*
GD	Provide Project Update to Public – *Social media update sent out*	06/06/24	*Closed*
JR	Investigate Insurance (PAI) regarding claim for potential interruptions/delays by union activities (e.g. interruption to pile concrete pour). GBJV to resubmit query to JR – *no submission required*	06/06/24	*Closed*
GD	False link in program concerning DL50. To be discussed with Line 50 cost and program review. Send summary of changes to BS	06/06/24	*Open*
GD	GBJV joint union activity management plan to be sent to PK – *to be provided*	06/06/24	*Open*
GD	Program agreement moving forward and delay agreement – *meeting Tuesday next week TMR/GBJV/SMEC*	27/06/24	*Open*

Agenda item 4

Project Report & Update

- Monthly Project Report issued to CLT on 26 June 2024
- Issues to note:
  - progressing well
  - piling and temporary piles are completed
  - significant achievement with reinforcement for first pile cap shell pour
  - temporary gantry progressing
  - successful remedy for Pier 1 disrupted concrete pour with sealing and waterproofing, gaining approximately 7 days
  - Sewer Line 3 will hopefully be finalised today with cutover taking place
  - Kooringal Bridge tie in completed with opening by BCC on Saturday 29/06/24
  - successful workshop on Precast Yard with plenty of Q&A
  - Photoshoot of CBUP Team next to mould today
- Upcoming works:
  - P2 and P3 Pile Cap 1st and 2nd pour
  - gantry ongoing with 3 beams delivered via river and 1 beam delivered via road next week
  - Vidgen Lane trespasser has stopped

	- critical path is currently through substructure, piers 3/4/5 and blade wall. Additional Barge (Maeve Ann) reduces delay significantly until gantry crane is commissioned and operational - currently have four program comparisons: impacted, unimpacted, mitigated and accelerated. Rev F needs to be finalised and submitted. CA has been running on four month old program
Agenda item 5	Issues & Risks • BMD are addressing union activities with no 3rd party involvement
Agenda item 6	Relationship • Sean O'Connell has been contacted and will be issuing the relationship survey in the coming weeks. Suggestion to revisit our initial survey to discuss agreement on behaviours • Despite union activities and staff changes, morale is good with focus on the project • Next RDO Monday 1 July 2024
Agenda item 7	IRA Report – Ben Schnitzerling • Nil
Agenda item 8	General Business • BPIC Auditing has been discussed offline with GBJV. Envelope 3 Rev 6 has been agreed. Rev 7, Hot Weather delays, is with TMR for review. No current action for GBJV. Auditing of subcontractors has commenced. Internal staff audit has been conducted on payslips by CA.
Agenda item 9	Papers and documents for CLT noting, approval, decision or direction • Nil
Agenda item 10	Next meeting • 25th July 2024

Chris DEMARTINI

From:	Francisca P Knight <[redacted]
Sent:	Thursday, 18 July 2024 9:23 AM
To:	Chris DEMARTINI; Damitha A Peiris
Cc:	Peter KONECNY; Hakim Mohd Zafi
Subject:	RE: 815-J019-0171 - T-117 - Contractor's Extension of Time Claim Under Clause 35.5 - BPIC Extreme Hot Weather Events - 19 & 22 Jan 2024
Attachments:	CN-13712 Centenary Bridge Upgrade - (T-117) BPIC Extreme Hot Weather ; CN-13712 Centenary Bridge - Envelope #3 rev7 - BPIC Hot Weather Proposal CA Review.docx
Importance:	High
Follow Up Flag:	Follow up
Flag Status:	Flagged

This message Is From an External Sender

Please do not click the links or attachments and do not respond to this message if you are unsure of its origin.

Chris

Rolling item 10 into item 7 makes sense and I agree

As for the hot weather, agree with the 6 days hot weather per year for the 3 yr period. However, their proposal essentially allows them to claim $75,000/day of hot weather or prorata for part thereof. What is the minimum hours we pay per day? Half day rate? I think we need to clarify this. A previous submission from Leigh back in March on this (see attached e-mail) considered this in hours $7,500/h – 10h shift per day I assume. I think this is a bit clearer.

Fran Knight
Project Director (Centenary Bridge Upgrade)
Metropolitan Region
Department of Transport and Main Roads

From: Chris DEMARTINI <[redacted]
Sent: Wednesday, June 19, 2024 7:48 AM
To: Francisca P Knight <[redacted] Damitha A Peiris <[redacted]
Cc: Peter KONECNY <[redacted] Hakim Mohd Zafi <[redacted]
Subject: FW: 815-J019-0171 - T-117 - Contractor's Extension of Time Claim Under Clause 35.5 - BPIC Extreme Hot Weather Events - 19 & 22 Jan 2024

Hi Fran, Damitha,

Attached is the proposed Revision 7 Envelope 3. This now includes allowance for Hot Weather events.

Item 10 – Clause 9 Resource Allowance (which hasn't been used to date) has been rolled into Item 7 – BPIC Monitoring and Compliance. This has allowed the addition 18 Extreme Hot Weather days over the next three summers at $75,000/day.

The total for Envelope 3 is still $1.4mill less than the originally accepted amount ($20.5 mill vs $21.9 mill).

Let me know if you are happy with the revisions.

Regards

Chris Demartini
Administrator's Representative
Centenary Bridge Upgrade
M [redacted] T [redacted] E [redacted]
Level 6, 480 St Pauls Tce, Fortitude Valley, QLD, 4006, Australia

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From: Chris DEMARTINI
Sent: Tuesday, 18 June 2024 4:31 PM
To: Rex Clarke <[redacted]
Cc: CBUP <CBUP@tmr.qld.gov.au>; Quinn Murray <[redacted] Peter KONECNY <[redacted] 815-J019 Change Management - Mailbox <changemgmt@gbjvcentenary.com.au>; SMEC 30033891 Centenary Bridge CA Services <sb-SMEC-30033891@smec.com>; Francisca P Knight <[redacted] Gareth Davie <[redacted] Damitha A Peiris <[redacted]
Subject: RE: 815-J019-0171 - T-117 - Contractor's Extension of Time Claim Under Clause 35.5 - BPIC Extreme Hot Weather Events - 19 & 22 Jan 2024

Hi Rex,

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Regards

Chris Demartini
Administrator's Representative
Centenary Bridge Upgrade
M [redacted] T [redacted] E [redacted]
Level 6, 480 St Pauls Tce, Fortitude Valley, QLD, 4006, Australia

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Sent: Friday, 24 May 2024 3:29 PM
To: Chris DEMARTINI <[redacted]
Cc: CBUP <CBUP@tmr.qld.gov.au>; Quinn Murray <[redacted] Peter KONECNY <[redacted] 815-J019 Change Management - Mailbox <changemgmt@gbjvcentenary.com.au>; SMEC 30033891 Centenary Bridge CA Services <sb-SMEC-30033891@smec.com>; Francisca P Knight <[redacted] Gareth Davie <[redacted]
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Happy to discuss once you've reviewed.

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Rex Clarke
Commercial Engineer
Georgiou BMD Joint Venture (GBJV)

[redacted]
213 Sinnamon Road, Jindalee QLD 4074
PO Box 197 Wynnum Qld 4178

Centenary Bridge Upgrade Project

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BMD Constructions

[redacted]
1 Sandpiper Ave Port of Brisbane QLD 4178
PO Box 197 Wynnum Qld 4178



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To: Chris DEMARTINI <[redacted] Peter KONECNY <[redacted]
Cc: CBUP <CBUP@tmr.qld.gov.au>; Francisca P Knight [redacted]; Quinn Murray [redacted]; Leigh Hahn [redacted] au>; 815-J019 Change Management - Mailbox <changemgmt@gbjvcentenary.com.au>
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Opinions contained in this email do not necessarily reflect the opinions of the Department of Transport and Main Roads, or endorsed organisations utilising the same infrastructure.

From: Chris DEMARTINI
To: Rex Clarke
Cc: CBUP; Quinn Murray; Peter KONECNY; 815-J019 Change Management - Mailbox; SMEC 30033891 Centenary Bridge CA Services; Francisca P Knight; Gareth Davie; Damitha A Peiris
Subject: RE: 815-J019-0171 - T-117 - Contractor"s Extension of Time Claim Under Clause 35.5 - BPIC Extreme Hot Weather Events - 19 & 22 Jan 2024
Date: Monday, 29 July 2024 4:07:05 PM
Attachments: image001.png
CN-13712 Centenary Bridge - Envelope 3 rev7 - BPIC Hot Weather Proposal - Final.docx

---

Hi Rex,

Just trying to close this one out. TMR wanted to be explicit on the costs for the hot weather delay if it is prorated for a part day (i.e. $7,500/hr). This was what Leigh had in the original submission. I have made a minor updated to Item 11 as attached. Let me know if this looks OK and we will formally approve.

Thanks

Chris Demartini
Administrator's Representative
Centenary Bridge Upgrade
M [redacted] T [redacted] E [redacted]
Level 6, 480 St Pauls Tce, Fortitude Valley, QLD, 4006, Australia

From: Rex Clarke [redacted]au>
Sent: Wednesday, 19 June 2024 7:18 AM
To: Chris DEMARTINI <[redacted]>
Cc: CBUP <CBUP@tmr.qld.gov.au>; Quinn Murray <[redacted]>; Peter KONECNY <[redacted]>; 815-J019 Change Management - Mailbox <changemgmt@gbjvcentenary.com.au>; SMEC 30033891 Centenary Bridge CA Services <sb-SMEC-30033891@smec.com>; Francisca P Knight [redacted]au>; Gareth Davie [redacted]>; Damitha A Peiris <[redacted]>
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[redacted]
213 Sinnamon Road, Jindalee QLD 4074
PO Box 197 Wynnum Qld 4178



From: Chris DEMARTINI [redacted]
Sent: Tuesday, June 18, 2024 4:31 PM
To: Rex Clarke [redacted]
Cc: CBUP <CBUP@tmr.qld.gov.au>; Quinn Murray [redacted]; Peter KONECNY [redacted]; 815-J019 Change Management - Mailbox <changemgmt@gbjvcentenary.com.au>; SMEC 30033891 Centenary Bridge CA Services <sb-SMEC-30033891@smec.com>; Francisca P Knight [redacted]; Gareth Davie [redacted]; Damitha A Peiris [redacted]
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Item	Description	Business as usual	Stretch target BPIC outcome	Provisional Quantities*	Rationale	Method of measurement
CN-13712 Centenary Bridge Upgrade Project **Envelope #3 - Table 1: Items previously agreed-in-principle between TMR and GBJV which are envisaged to not relate to the process or outcome of the proposed Greenfield Industrial Agreement.**						
<u>One</u> **KRA#1 Item (a) (i)**	Work profile - labour force split between self-performed, subcontracted and labour hire	Self-performed: 40% Subcontracted: 35% Labour Hire: 25%	Self-performed: 55% Subcontracted: 35% Labour Hire: 10%	$120,000 per 1% increment x (25% -10%) = $1,800,000	150,000 hours moved from labour hire to direct employment with an allowance for unproductive time during work discontinuities for permanent employees.	Nil payable if Labour Hire component exceeds 25% of direct labour hours. For each percentage point achieved less than 25%, an amount is payable at the rate of $120,000 for each percentage point below 25%.
<u>Two</u> **KRA#1 Item (a) (ii)**	Diversity and inclusion	Site-based roles: Women: 7.5% ATSI: 1.5% Disadvantaged: 0.0% **Total base target: 9.0%**	Site-based roles: Women: 17.5% ATSI: 3.5% Disadvantaged: 2.0% **Total stretch target: 23.0%**	$50,000 per 1% increment x (23% -9%) = $700,000	Estimated cost for active recruitment of increased diversity in direct labour force plus prioritisation of subcontractors with higher rates of diversity.	Payable at the rate of $50,000 for each percentage point achieved over the combined base target of 9%.
<u>Three B</u> **KRA#1 Item (b) (i)**	The industrial agreement applicable to Staff and how the wage BPIC rates and conditions effect retention	Utilise existing employment agreements for staff	Effect an uplift applicable to all Staff	Staff: 150,000 hrs x $9/hr = $1,350,000	Anticipated 150,000 hours at a pro-rated hourly rate of $9/hr^	Payable upon application of the new project-specific agreement for Staff, multiplied by $9/hr. GBJV to remain available to provide anonymised Letters of Assignment and Payslips sample of one Georgiou and one BMD staff member upon request (envisaged as quarterly) from the Contract Administrator.
<u>Six A</u> **KRA#1 Item (c) (i) to (vi)**	Approach to using best endeavours to engage appropriately determined subcontractors including external plant hire, who intend to adopt BPIC principles.	No subcontractors currently reflect BPIC rates of pay.	External plant hire and/or Subcontractor labour hours on the project reflect BPIC rates of pay.	240,000hrs x $12.50/hr = $3,000,000	240,000hrs @ $12.50/hr increase in labour cost	Payable where subcontractors, including external plant hire, agree to pay BPIC rates and conditions. Assessable using proposed Envelope #1 criteria termed *Procurement Practice* - see further at Item 10. BPIC Subcontractors to be periodically audited to show that pay, including rates and allowances, is equivalent to the Transport BPICs (December 2020). The following packages are anticipated to be captured in the Clause 9.2 process and have BPIC requirements applied to them: ▪ >$5 million: Piling ▪ Between $2 - 5 million: Demolition; ▪ Between $1 - 2 million: Steel Girder Assembly; Heavy Craneage; Marine; Sewer; Survey Services ▪ Others > $½ million but with the potential to exceed $1 million: Ground Surface Treatments; Jacking; Landscaping; Placement of Asphalt/ Foam Bitumen / Seal; Stressing; Waste Removal
<u>Six B</u> **KRA#1 Item (c) (i) to (vi)**	Approach to using best endeavours to specifically engage electrical subcontractors, who intend to adopt BPIC principles.	No subcontractors currently reflect BPIC rates of pay.	Electrical subcontractor labour hours on the project reflect specific BPIC rates of pay.	8,000hrs x $25/hr = $200,000	8,000hrs @ $25/hr increase in labour cost	Payable where electrical subcontractors agree to pay BPIC rates and conditions. Assessable using proposed Envelope #1 criteria termed *Procurement Practice* - see further at Item 10 BPIC Subcontractors to be periodically audited to show that pay, including rates and allowances, is equivalent to the Transport BPICs (December 2020).
<u>Six C</u> **KRA#1 Item (c) (i) to (vi)**	Approach to using best endeavours to specifically engage traffic control subcontractors, who intend to adopt BPIC principles.	No subcontractors currently reflect BPIC rates of pay.	Traffic Control subcontractor labour hours on the project reflect specific BPIC rates of pay.	24,000hrs x $35/hr = $840,000	24,000hrs @ $35/hr increase in labour cost	Payable where traffic control subcontractors agree to pay BPIC rates and conditions. Assessable using proposed Envelope #1 criteria termed *Procurement Practice* - see further at Item 10 BPIC Subcontractors to be periodically audited to show that pay, including rates and allowances, is equivalent to the Transport BPICs (December 2020).
<u>Seven</u> **KRA#1 Item (d) (i) (ii)**	Ensuring monitoring, compliance and reporting on BPIC compliance for direct workforce and subcontractors and Clause 9 requirements in relation to the tendering, documentation, approvals, reporting, evaluation of subcontract work packages and periodic auditing of BPIC subcontractors.	Not required.	One additional mid-level commercial staff member required for duration.	$17,500 / month x 48months = $840,000	Salary plus on-cost for mid-level resource for 48 months.	Payable monthly from award at the rate of $17,500 / month up to the lump sum value GBJV to provide the Contract Administrator, each month, a collation of hours by staff members who have contributed to BPIC monitoring and compliance. Summation of hours will be rounded to one Full-Time Equivalent staff member per month.
<u>Eight</u> **KRA#1 Item (e) (i)**	The proposed apprentices and trainee targets for the project	Core requirement for 15% (min.) of total hours is undertaken by apprentices &/or trainees; other workforce training	Ensure workforce with optimal level of skills and experience is attracted to and retained on the project.	$100,000 per 1% increment x (20% - 15%) = $500,000	Increased utilisation of RTO on-site to support training initiatives and Increased percentage paid attendance to training	An amount payable at a rate of $100,000 per percentage point achieved above minimum core requirement Non-Price Target: 1 apprentice/trainee to 7 Tradesperson ratio
<u>Nine</u> **KRA#1 Items (f) and (g)**	Training coordination / workforce training	Use corporate (HO based) resources to manage training.	Mandated employment of a training coordinator on the project.	$17,500 / month x 48months = $840,000	Salary + on-cost for mid-level resource for 48 months.	Payable monthly from award at the rate of $17,500 / month up to the lump sum value GBJV to provide the Contract Administrator, each month, a collation of hours by staff member(s) who have contributed to training co-ordination and compliance. Summation of hours will not be rounded to Full-Time Equivalent staff member per month.

Item	Description	Business as usual	Stretch target BPIC outcome	Provisional Quantities*	Rationale	Method of measurement
~~**Ten**~~ ~~**Subcontract Procurement**~~	~~Clause 9 requirements in relation to the tendering, documentation, approvals, reporting and evaluation of subcontract work packages.~~	~~Following internal corporate policies and procedures.~~	~~Implementation of Clause 9 procurement requirements~~	~~$32,500 / month x 24months + $25,000 / month x 12months + $17,500/month x 12months = $1,290,000~~	~~Salary plus on-cost for:~~ ~~• one mid-level resource and two assistant level resources for 2 years~~ ~~• one mid-level resource and one assistant level resources for 12 months~~ ~~• one mid-level resource for 12 months~~	~~Restricted to select packages as proposed *Procurement Practice* in Envelope #1. Application of the *Procurement Practice* will be to packages which are envisaged to be:~~ ~~a) >$1 million in value; and/or,~~ ~~b) involvement at site > 3 continuous months; or,~~ ~~c) by discretion of GBJV's Project Manager for packages with perceived HSEQ, IR, Commercial, public perception &/or Program risks.~~ ~~Payable monthly from Award at the rates proposed according to the agreed progression of the project works~~
Eleven **Hot Weather**	How the BPIC Hot Weather Guidelines affect the Work Under the Contract	Following internal corporate policies and procedures with respect to managing hot weather	Implement the BPIC Hot Weather Guidelines: cease Work Under the Contract when the temperature reaches: • 35°C; or • 28°C and 75% humidity 3hrs after commencement of work	$75,000 per Working Day where relevant EOT is awarded; Estimated amount: 6 hot weather days x 3 summer periods (24/25, 25/26 & 26/27) x $75,000 = $1,350,000	Estimated project cost in line with pre-agreed rates for Envelope 3 Items Four/Four A	. **Consideration required to extending Date for Practical Completion should the implementation of the BPIC Hot Weather Guidelines impact the critical path of the Current Program.** **If works cease due to Extreme Hot Weather this will generally be treated as Inclement Weather. Payment at $75,000 per day of prorata for part thereof (i.e. $7,500/hr).**
Total: Table 1				**$11,420,000**	**Excluding GST**	
CN-13712 Centenary Bridge Upgrade Project **Envelope #3 - Table 2: Items which are envisaged to relate to the process or outcome of the proposed Greenfield Industrial Agreement.**						
Three A1 **KRA#1 Item (b) (i)**	The industrial agreement applicable to our self-performing workforce and how the wage rates and conditions compare to BPIC.	Utilise existing employment agreements for staff and for the self-performing workforce the applicable: • Georgiou Group Operations Agreement 2019 • BMD (Qld & NT) Agreement 2022	Develop, negotiate and lodge with Fair Work a greenfield industrial Agreement for the Project's self-performing workforce	Self-performing workforce: 300,000 hrs x $9/hr^ = $2,700,000	Anticipated 300,000 hours at a pro-rated hourly rate of $9/hr^	Payable via the application of the new project-specific Agreement for direct labour. ^ Hours obtained from Envelope #1 submission and effective increased pay rate inclusive of all Terms & Conditions pertaining to proposed greenfield Agreement not known until ratified by Fair Work.
Three A2 **KRA#1 Item (b) (i)**	Income Protection provision included within proposed Greenfield Agreement ss per BPIC+ requirements even though Centenary Bridge Upgrade is a BPIC project	Not envisaged. Normal Enterprise Agreement provisions apply as per: • Georgiou Group Operations Agreement 2019 • BMD (Qld & NT) Agreement 2022	Develop, negotiate and lodge with Fair Work a greenfield industrial Agreement for the Project's self-performing workforce inclusive of Income Protection for eligible employees	$31 per eligible employee per week x estimate 50 employees x 4 years x 52 weeks = $322,400	Income Protection provisions included within proposed Greenfield Agreement ss per BPIC+ requirements	Payable via the application of the new project-specific Agreement for direct labour based upon Continuous weeks of employment at this project only. Terms & Conditions pertaining to proposed Greenfield Agreement not known until ratified by Fair Work. GBJV to remain available to provide evidence to the Contract Administrator (envisaged as quarterly) in the form of proof of policy being maintained.
Four **KRA#1 Item (b) (i)**	The industrial agreement applicable to our self-performing workforce and how the wage rates and conditions compare to BPIC .	Existing agreements based upon: • Georgiou Group Operations Agreement 2019 • BMD (Qld & NT) Agreement 2022	Allowance for the inclusion of nominated 13 Fixed and 6 Flexible Rostered Days Off (RDO) per annum.	16 RDO/year x 4 years x $75,000/day = $4,800,000	13 Fixed + 3 Flexible RDO's over a 48 month period at an estimated project cost of $75,000 per RDO	Payable as applicable RDO's will feature in proposed project-specific Agreement. • Allocation of RDO's are subject to project-specific and industry-wide scheduling. • GBJV and TMR share the intention of this condition is for workers to have taken the day off for work/life balance instead of an end of project RDO payout. **Date for Practical Completion to be extended 1 day for each fixed RDO taken**
Four A **KRA#1 Item (b) (i)**	The industrial agreement applicable to our self-performing workforce and how the wage rates and conditions compare to BPIC.	Existing agreements based upon: • Georgiou Group Operations Agreement 2019 • BMD (Qld & NT) Agreement 2022	Applicable in the instance where ≥2 consecutive Flexible Rostered Days Off (RDO) are observed by GBJV wages employees but not by other project personnel	3 RDO/year x 4 years x $55,000/day = $660,000	GBJV wages personnel may elect to observe multiple and consecutive Flexible RDO's during the project however, other subcontract entities may wish to continue work and do so at rates applicable under their Agreements. Estimated project cost of $55,000 per RDO	**Consideration required to Date for Practical Completion and application of Liquidated Damages, as the activities falling on Critical Path at the time that the multiple, consecutive Flexible RDO's are being observed by GBJV wages personnel may be effected by their absence. Hence, Extension of Time to the Date of Practical Completion would be applicable.** **In the alternative, the activities falling on Critical Path at the time may be effected by subcontractors and/or other personnel who are not observing the GBJV Greenfield Agreement's Flexible RDO and are continuing to work. Hence, Extension of Time to the Date of Practical completion would not be applicable.**

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Item	Description	Business as usual	Stretch target BPIC outcome	Provisional Quantities*	Rationale	Method of measurement
Five **KRA#1 Item (b) (i)**	The industrial agreement applicable to our self-performing workforce and how specific conditions compare to BPIC (family violence leave).	Existing agreements based upon: • Georgiou Group Operations Agreement 2019 • BMD (Qld & NT) Agreement 2022 Are both silent on provisions for Domestic Violence leave However, apply the existing conditions within each companies policies, which is access to unpaid leave.	Allowance for 10 days per year paid family violence leave.	$600,000	Statistics are 1:6 women & 1:16 men have experienced family violence, which may result in ~30 individuals requiring support for an average of 5 days	Payable on the establishment of a provisional sum paid on approved days utilised. And, the adoption of proactive approach including training & consultation; as well as the provision of on-site workforce education.
Total: Table 2				**$9,082,400**	**Excluding GST**	
Grand Total: Table 1 + Table 2				**$20,502,400**	**Excluding GST**	

**Payments to be assessed and paid as Provisional Quantities in accordance with MRS01 Cl.2.1.7 and Appendix B (Commercial Framework) Cl.1.2(b) and 3.2(a).*

From:	Rex Clarke
To:	Chris DEMARTINI
Cc:	CBUP; Quinn Murray; Peter KONECNY; 815-J019 Change Management - Mailbox; SMEC 30033891 Centenary Bridge CA Services; Francisca P Knight; Gareth Davie; Damitha A Peiris; James Smith
Subject:	RE: 815-J019-0171 - T-117 - Contractor"s Extension of Time Claim Under Clause 35.5 - BPIC Extreme Hot Weather Events - 19 & 22 Jan 2024
Date:	Wednesday, 31 July 2024 8:38:44 AM
Attachments:	image001.png

Hi Chris,

Happy with that addition.

Will be good to close this out.

Thanks

Rex Clarke
Commercial Engineer
Georgiou BMD Joint Venture (GBJV)
[redacted]
213 Sinnamon Road, Jindalee QLD 4074
PO Box 197 Wynnum Qld 4178

Centenary Bridge Upgrade Project

From: Chris DEMARTINI [redacted]
Sent: Monday, July 29, 2024 4:01 PM
To: Rex Clarke [redacted]
Cc: CBUP <CBUP@tmr.qld.gov.au>; Quinn Murray [redacted]; Peter KONECNY [redacted]; 815-J019 Change Management - Mailbox <changemgmt@gbjvcentenary.com.au>; SMEC 30033891 Centenary Bridge CA Services <sb-SMEC-30033891@smec.com>; Francisca P Knight [redacted]; Gareth Davie [redacted]; Damitha A Peiris [redacted]
Subject: RE: 815-J019-0171 - T-117 - Contractor's Extension of Time Claim Under Clause 35.5 - BPIC Extreme Hot Weather Events - 19 & 22 Jan 2024

Hi Rex,

Just trying to close this one out. TMR wanted to be explicit on the costs for the hot weather delay if it is prorated for a part day (i.e. $7,500/hr). This was what Leigh had in the original submission. I have made a minor updated to Item 11 as attached. Let me know if this looks OK and we will formally approve.

Thanks

Chris Demartini
Administrator's Representative

Centenary Bridge Upgrade
M [redacted] T [redacted] E [redacted]
Level 6, 480 St Pauls Tce, Fortitude Valley, QLD, 4006, Australia

From: Rex Clarke [redacted]
Sent: Wednesday, 19 June 2024 7:18 AM
To: Chris DEMARTINI [redacted]
Cc: CBUP <CBUP@tmr.qld.gov.au>; Quinn Murray [redacted]; Peter KONECNY [redacted] 815-J019 Change Management - Mailbox <changemgmt@gbjvcentenary.com.au>; SMEC 30033891 Centenary Bridge CA Services <sb-SMEC-30033891@smec.com>; Francisca P Knight [redacted]; Gareth Davie [redacted] Damitha A Peiris [redacted]
Subject: RE: 815-J019-0171 - T-117 - Contractor's Extension of Time Claim Under Clause 35.5 - BPIC Extreme Hot Weather Events - 19 & 22 Jan 2024

Hi Chris

Happy to run with your edits.

Thanks

Rex Clarke
Commercial Engineer
Georgiou BMD Joint Venture (GBJV)

[redacted]
213 Sinnamon Road, Jindalee QLD 4074
PO Box 197 Wynnum Qld 4178



From: Chris DEMARTINI [redacted]
Sent: Tuesday, June 18, 2024 4:31 PM
To: Rex Clarke [redacted]
Cc: CBUP <CBUP@tmr.qld.gov.au>; Quinn Murray [redacted] Peter KONECNY [redacted] 815-J019 Change Management - Mailbox <changemgmt@gbjvcentenary.com.au>; SMEC 30033891 Centenary Bridge CA Services <sb-SMEC-30033891@smec.com>; Francisca P Knight [redacted]; Gareth Davie [redacted]; Damitha A Peiris [redacted]
Subject: RE: 815-J019-0171 - T-117 - Contractor's Extension of Time Claim Under Clause 35.5 - BPIC Extreme Hot Weather Events - 19 & 22 Jan 2024

Hi Rex,

Sorry I missed this one back in May. Your revised envelope 3 looks OK and the final amount is still $1.4mill less than the originally accepted Envelope 3.

I have made a couple of minor amendments.

- Updated the Table 1 Total and Final Total to match the correct amount.
- Item 4 – Clarified that PC will be extended 1 day for each Fixed RDO taken.
- Item Seven – In the description I've added the periodic audits of BPIC subcontractors.
- Item Eleven – Chose Option 2 for Hot Weather Events. EoT to be assessed as inclement weather. Payment at $75,000 per day or prorata for part thereof.

If you're happy with these amendments let me know and I'll run it past TMR for final approval.

Regards

Chris Demartini
Administrator's Representative
Centenary Bridge Upgrade
M [redacted] T [redacted] E [redacted]
Level 6, 480 St Pauls Tce, Fortitude Valley, QLD, 4006, Australia

From: Rex Clarke [redacted]
Sent: Friday, 24 May 2024 3:29 PM
To: Chris DEMARTINI [redacted]
Cc: CBUP <CBUP@tmr.qld.gov.au>; Quinn Murray [redacted]; Peter KONECNY [redacted]; 815-J019 Change Management - Mailbox <changemgmt@gbjvcentenary.com.au>; SMEC 30033891 Centenary Bridge CA Services <sb-SMEC-30033891@smec.com>; Francisca P Knight [redacted]; Gareth Davie [redacted]
Subject: RE: 815-J019-0171 - T-117 - Contractor's Extension of Time Claim Under Clause 35.5 - BPIC Extreme Hot Weather Events - 19 & 22 Jan 2024

Hi Chris,

At our 7 May discussion, GBJV agreed to provide a proposal whereby the cost of ceasing work due to the BPIC Hot Weather Guidelines may be accounted for under Envelope 3.

To that end, I've attached:

1. Proposed amendments to Envelope 3 (Env3 Rev7); and
2. A sheet describing the total amounts of each item under the approved Env3 format (rev6) and the proposed rev7

Happy to discuss once you've reviewed.

Thanks,

Rex

Rex Clarke
Commercial Engineer
Georgiou BMD Joint Venture (GBJV)

[redacted]
213 Sinnamon Road, Jindalee QLD 4074
PO Box 197 Wynnum Qld 4178



From: Gareth Davie [redacted]
Sent: Friday, May 3, 2024 2:34 PM
To: Chris DEMARTINI [redacted]; Rex Clarke [redacted]
Cc: CBUP <CBUP@tmr.qld.gov.au>; Quinn Murray [redacted] Peter KONECNY [redacted]; 815-J019 Change Management - Mailbox <changemgmt@gbjvcentenary.com.au>; SMEC 30033891 Centenary Bridge CA Services <sb-SMEC-30033891@smec.com>; Francisca P Knight [redacted]
Subject: RE: 815-J019-0171 - T-117 - Contractor's Extension of Time Claim Under Clause 35.5 - BPIC Extreme Hot Weather Events - 19 & 22 Jan 2024

Hello Chris,

I confirm our discussion to meet and discuss this on Tuesday 7th May 2024.

Regards
Gareth

Gareth Davie
Project Director
BMD Constructions

[redacted]
1 Sandpiper Ave Port of Brisbane QLD 4178
PO Box 197 Wynnum Qld 4178



From: Chris DEMARTINI [redacted]
Sent: Friday, May 3, 2024 10:55 AM
To: Gareth Davie [redacted]; Rex Clarke

[redacted]
Cc: CBUP <CBUP@tmr.qld.gov.au>; Quinn Murray [redacted]; Peter KONECNY [redacted]; 815-J019 Change Management - Mailbox <changemgmt@gbjvcentenary.com.au>; SMEC 30033891 Centenary Bridge CA Services <sb-SMEC-30033891@smec.com>; Francisca P Knight [redacted]
Subject: RE: 815-J019-0171 - T-117 - Contractor's Extension of Time Claim Under Clause 35.5 - BPIC Extreme Hot Weather Events - 19 & 22 Jan 2024

Hi Gareth,

As discussed on the phone just now, we were due to confer on this one by today (within 5 days of your notice). It had been suggested we discuss this at the CLT, but this was missed yesterday.

There's not too many of us in the office today, so as agreed, we will meet on Tuesday. I don't think our position has changed a great deal, but it would be worth a quick discussion. I will send out a meeting invite.

Regards

Chris Demartini
Administrator's Representative
Centenary Bridge Upgrade
M [redacted] **T** [redacted] **E** [redacted]
Level 6, 480 St Pauls Tce, Fortitude Valley, QLD, 4006, Australia

From: Rex Clarke [redacted]
Sent: Friday, 26 April 2024 10:49 AM
To: Peter KONECNY [redacted]; Metropolitan Projects <Metropolitan.Projects@tmr.qld.gov.au>
Cc: CBUP <CBUP@tmr.qld.gov.au>; Quinn Murray [redacted]; 815-J019 Change Management - Mailbox <changemgmt@gbjvcentenary.com.au>; Chris DEMARTINI [redacted]; SMEC 30033891 Centenary Bridge CA Services <sb-SMEC-30033891@smec.com>; Gary Grant [redacted]; Mathew Quy-Verlander [redacted]; Sean Donalo [redacted] kieren.walters [georgiou] [redacted]; Francisca P Knight [redacted]; Gareth Davie [redacted]
Subject: RE: 815-J019-0171 - T-117 - Contractor's Extension of Time Claim Under Clause 35.5 - BPIC Extreme Hot Weather Events - 19 & 22 Jan 2024

Hi Peter,

Our Notice of Dispute in relation to this matter is attached.

We hope to resolve quickly and amicably. An opportune time to discuss would be next week's CLT meeting.

Regards,

Rex

Rex Clarke
Commercial Engineer
Georgiou BMD Joint Venture (GBJV)
[redacted]
213 Sinnamon Road, Jindalee QLD 4074
PO Box 197 Wynnum Qld 4178



From: Peter KONECNY [redacted]
Sent: Thursday, March 28, 2024 1:02 PM
To: Rex Clarke [redacted]; Francisca P Knight [redacted]
Cc: CBUP <CBUP@tmr.qld.gov.au>; Quinn Murray [redacted]; 815-J019 Change Management - Mailbox <changemgmt@gbjvcentenary.com.au>; Chris DEMARTINI [redacted]; SMEC 30033891 Centenary Bridge CA Services <sb-SMEC-30033891@smec.com>; Gary Grant [redacted]; Mathew Quy-Verlander [redacted] Sean Donald [redacted]; kieren.walters [georgiou] [redacted]
Subject: RE: 815-J019-0171 - T-117 - Contractor's Extension of Time Claim Under Clause 35.5 - BPIC Extreme Hot Weather Events - 19 & 22 Jan 2024

Hi Rex,
I have no problem with that – for a one-off proposal.
Regards

Peter Konecny
Contract Administrator
Centenary Bridge Upgrade
M [redacted] T [redacted] E [redacted]
Level 6, 480 St Pauls Tce, Fortitude Valley, QLD, 4006, Australia

From: Rex Clarke [redacted]
Sent: Thursday, 28 March 2024 12:21 PM
To: Peter KONECNY [redacted] Francisca P Knight [redacted]
Cc: CBUP <CBUP@tmr.qld.gov.au>; Quinn Murray [redacted]; 815-J019 Change Management - Mailbox <changemgmt@gbjvcentenary.com.au>; Chris DEMARTINI [redacted]; SMEC 30033891 Centenary Bridge CA Services <sb-SMEC-30033891@smec.com>; Gary Grant [redacted]; Mathew Quy-Verlander <[redacted]; Sean Donald [redacted]; kieren.walters [georgiou] [redacted]
Subject: RE: 815-J019-0171 - T-117 - Contractor's Extension of Time Claim Under Clause 35.5 - BPIC Extreme Hot Weather Events - 19 & 22 Jan 2024

Hi Peter and Fran,

As discussed with Fran and Mat, seeking your written confirmation of a one calendar month extension to the Cl46.2(c) requirement to submit a notice of dispute in relation to this matter within 20 Business Days of the Administrator's notice under Cl46.2 (i.e. today).

If you could please confirm today by reply email that would be appreciated.

Thanks,

Rex

Rex Clarke
Commercial Engineer
Georgiou BMD Joint Venture (GBJV)
[redacted]
213 Sinnamon Road, Jindalee QLD 4074
PO Box 197 Wynnum Qld 4178



From: Peter KONECNY[redacted]
Sent: Thursday, February 29, 2024 9:14 AM
To: Rex Clarke[redacted]; Francisca P Knight [redacted]
Cc: CBUP <CBUP@tmr.qld.gov.au>; Quinn Murray[redacted]; Leigh Hahn [redacted]; 815-J019 Change Management - Mailbox <changemgmt@gbjvcentenary.com.au>; Chris DEMARTINI[redacted]; SMEC 30033891 Centenary Bridge CA Services <sb-SMEC-30033891@smec.com>
Subject: RE: 815-J019-0171 - T-117 - Contractor's Extension of Time Claim Under Clause 35.5 - BPIC Extreme Hot Weather Events - 19 & 22 Jan 2024

Hi Rex/Fran,
Please see our response attached. I stress the need to submit a Notice of Dispute within 20 business days if you wish to take this further.
Regards

Peter Konecny
Contract Administrator
Centenary Bridge Upgrade
M[redacted] T +[redacted] E[redacted]
Level 6, 480 St Pauls Tce, Fortitude Valley, QLD, 4006, Australia

From: Rex Clarke[redacted]
Sent: Friday, 23 February 2024 3:08 PM
To: Peter KONECNY[redacted]

Cc: CBUP <CBUP@tmr.qld.gov.au>; Francisca P Knight [redacted]; Quinn Murray [redacted]; Leigh Hahn [redacted]>; 815-J019 Change Management - Mailbox <changemgmt@gbjvcentenary.com.au>; Chris DEMARTINI [redacted]; SMEC 30033891 Centenary Bridge CA Services <sb-SMEC-30033891@smec.com>
Subject: RE: 815-J019-0171 - T-117 - Contractor's Extension of Time Claim Under Clause 35.5 - BPIC Extreme Hot Weather Events - 19 & 22 Jan 2024

Hi Peter,

We wish to press our claim for delays triggered by BPIC-defined 'Extreme Hot Weather' as a Principal-caused delay.

Our Prescribed Notice is attached.

Regards,

Rex

Rex Clarke
Commercial Engineer
Georgiou BMD Joint Venture (GBJV)

[redacted]
213 Sinnamon Road, Jindalee QLD 4074
PO Box 197 Wynnum Qld 4178



From: Peter KONECNY <[redacted]
Sent: Thursday, February 8, 2024 3:30 PM
To: Rex Clarke [redacted]
Cc: CBUP <CBUP@tmr.qld.gov.au>; Francisca P Knight [redacted]; Quinn Murray [redacted]; Leigh Hahn [redacted]; 815-J019 Change Management - Mailbox <changemgmt@gbjvcentenary.com.au>; Chris DEMARTINI [redacted]; SMEC 30033891 Centenary Bridge CA Services <sb-SMEC-30033891@smec.com>
Subject: RE: 815-J019-0171 - T-117 - Contractor's Extension of Time Claim Under Clause 35.5 - BPIC Extreme Hot Weather Events - 19 & 22 Jan 2024

Hi Rex,
EOT letter attached.
Regards

Peter Konecny
Contract Administrator

Centenary Bridge Upgrade
M [redacted] T [redacted] E [redacted]
Level 6, 480 St Pauls Tce, Fortitude Valley, QLD, 4006, Australia

From: Rex Clarke [redacted]
Sent: Friday, 2 February 2024 3:54 PM
To: Chris DEMARTINI [redacted] Peter KONECNY [redacted]
Cc: CBUP <CBUP@tmr.qld.gov.au>; Francisca P Knight [redacted]>; Quinn Murray [redacted] Leigh Hahn [redacted]; 815-J019 Change Management - Mailbox <changemgmt@gbjvcentenary.com.au>
Subject: 815-J019-0171 - T-117 - Contractor's Extension of Time Claim Under Clause 35.5 - BPIC Extreme Hot Weather Events - 19 & 22 Jan 2024

Hi Chris and Peter,

Our EOT claim for recent BPIC hot weather shutdown events is attached.

Thanks,

Rex

Rex Clarke
Commercial Engineer
Georgiou BMD Joint Venture (GBJV)

[redacted]
213 Sinnamon Road, Jindalee QLD 4074
PO Box 197 Wynnum Qld 4178



Envelope #3 (R&F Applicable)					Certified to Date		Claimed to Date		Claim this Period			Assessed		Assessed Claimed to Date	
Item Description	Unit of Measure	Quantity	Total Unit Rate	$ 19,580,000.00 Amount	Total Quantity	$ 11,438,549.91 Amount	Total Quantity	$ 11,746,344.41 Amount	Total Quantity	$ 307,794.50 Amount	Comment	Total Quantity	$ 173,100.75 Amount	Total Quantity	$ 11,611,650.66 Amount
Labour Hire	%	15.00	$ 120,000.00	$ 1,800,000.00	12.24	$ 1,469,258.60	12.2	$ 1,469,258.60	-	$ -				12.24	$ 1,469,258.60
Diversity & Inclusion	%	14.00	$ 50,000.00	$ 700,000.00	4.95	$ 247,445.97	4.95	$ 247,445.97	-	$ -			$ -	4.95	$ 247,445.97
Staff Uplift	hour	150,000.00	$ 9.00	$ 1,350,000.00	171,191.60	$ 1,540,724.40	175,211.60	$ 1,576,904.40	4,020.00	$ 36,180.00	Refer Staff & Labour Timesheets file	4020	$ 36,180.00	175,211.60	$ 1,576,904.40
Subcontractor Labour Uplift	hour	240,000.00	$ 12.50	$ 3,000,000.00	79,649.17	$ 995,614.63	80,756.17	$ 1,009,452.13	1,107.00	$ 13,837.50	Break down to the right		$ -	79,649.17	$ 995,614.63
Electrical Labour Uplift	hour	8,000.00	$ 25.00	$ 200,000.00	5,255.85	$ 131,396.25	5,255.85	$ 131,396.25	-	$ -		205.75	$ 5,143.75	5,461.60	$ 136,540.00
BPIC Monitoring & Compliance	month	48.00	$ 17,500.00	$ 840,000.00	38.00	$ 665,000.00	39.00	$ 682,500.00	1.00	$ 17,500.00		1	$ 17,500.00	39.00	$ 682,500.00
Training & Apprentices	%	5.00	$ 100,000.00	$ 500,000.00	3.22	$ 322,000.00	4.48	$ 448,000.00	1.26	$ 126,000.00	Refer TPAS Folder		$ -	3.22	$ 322,000.00
Training Co-ordination	month	48.00	$ 17,500.00	$ 840,000.00	9.15	$ 160,125.00	9.40	$ 164,500.00	0.25	$ 4,375.00	Refer Rebekka Smith hours in Georgiou Timesheet report	0.25	$ 4,375.00	9.40	$ 164,500.00
Self-Performing Workforce	hour	300,000.00	$ 9.00	$ 2,700,000.00	135,498.34	$ 1,219,485.06	139,376.34	$ 1,254,387.06	3,878.00	$ 34,902.00	Refer Staff & Labour Timesheets file	3878	$ 34,902.00	139,376.34	$ 1,254,387.06
RDOs	RDO	76.00	$ 75,000.00	$ 5,700,000.00	57.00	$ 4,275,000.00	58.00	$ 4,350,000.00	1.00	$ 75,000.00		1	$ 75,000.00	58.00	$ 4,350,000.00
BPIC Extreme Hot Weather Event	day	18.00	$ 75,000.00	$ 1,350,000.00	1.50	$ 112,500.00	1.50	$ 112,500.00	-	$ -		-	$ -	1.50	$ 112,500.00
Domestic Violence	lump sum	1.00	$ 600,000.00	$ 600,000.00	0.50	$ 300,000.00	0.50	$ 300,000.00	-	$ -		-	$ -	0.50	$ 300,000.00

Envelope #3 (R&F Not Applicable)					Certified to Date		Claimed to Date		Claim this Period			Assessed		Assessed Claimed to Date	
Item Description	Unit of Measure	Quantity	Total Unit Rate	$ 1,462,400.00 Amount	Total Quantity	$ 1,463,557.00 Amount	Total Quantity	$ 1,633,940.00 Amount	Total Quantity	$ 170,383.00 Amount	Comment	Total Quantity	$ 152,883.00 Amount	Total Quantity	$ 1,616,440.00 Amount
Income Protection	employee week	10,400.00	$ 31.00	$ 322,400.00	3,304.00	$ 102,424.00	3,397.00	$ 105,307.00	93.00	$ 2,883.00	Refer Staff & Labour Timesheets file	93.00	$ 2,883.00	3,397.00	$ 105,307.00
Traffic Control Uplift	hour	24,000.00	$ 35.00	$ 840,000.00	34,603.80	$ 1,211,133.00	35,103.80	$ 1,228,633.00	500.00	$ 17,500.00			$ -	34,603.80	$ 1,211,133.00
Wellness Green Program - Program Implemenation	LS	1.00	$ 150,000.00	$ 150,000.00	1.00	$ 150,000.00	1.00	$ 150,000.00	-	$ -		-	$ -	1.00	$ 150,000.00
Wellness Green Program - Completion of Phase 2 of the program	LS	1.00	$ 150,000.00	$ 150,000.00	-	$ -	1.00	$ 150,000.00	1.00	$ 150,000.00		1.00	$ 150,000.00	1.00	$ 150,000.00

2024 May

128-238 Week 19 Tuesday 7

7:30 RFI's ✓

8:00 Civil Claim quantities ✓

8:30

9:00 CA Team Meeting 9:00am

9:30

10:00 Extreme Hot Weather Delay Dispute Meeting 10:00am

10:30 Envelope 3 proposal ✓

11:00

11:30 DMR catch up meeting 11:00am

12:00

12:30

1:00

1:30

2:00

2:30

3:00

3:30

4:00

4:30

5:00

5:30