

Commission of Inquiry into the CFMEU

and Misconduct in the Construction Industry

BPIC and Transport Projects – Bundle 2

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Transport Infrastructure Contract

Tender Documents for Contract Number CN-13712

Part 1 – Information for Tenderers



C7820.TIC

Contract Number:

CN-13712

The following information is provided for the quick reference of Tenderers. It is not meant to be a comprehensive document on the requirements of the Contract. If there are any discrepancies between this Information for Tenderers and the remainder of the Tender Documents, then the specific detail in the remainder of the Tender Documents shall prevail.

Before lodging a Tender please check details in the remainder of the Tender Documents.

Item	Issue	Tender information
1	Regions	
1A	Region applying to the Contract	Metropolitan
2	Infrastructure	
2A	Infrastructure applying to the Contract	Centenary Bridge Upgrade, Centenary Motorway (Ellen Grove – Toowong)
3	Local Government(s)	
3A	Local Government(s) applying to the Contract	Brisbane City Council (BCC)
4	Contract details	
4A	Type of Contract	Transport Infrastructure Contract - Construction Only (TIC-CO)
4B	Nature of Contract	Schedule of Rates
4C	Project Number(s)	669801
5	Location of the Works	
5A	Location of the Works	Centenary Motorway (U18A; Ellen Grove- Toowong) between Kenmore Road and Sinnamon Road (Chainage 10486.005 – 11469.350) including Sinnamon Rd on-ramp and off-ramp to Centenary Motorway



C7820.TIC

Contract Number:

CN-13712

Item	Issue	Tender information
6	Description of the work under the Contract	
6A	Description of the work under the Contract	Construction of a new three lane northbound bridge on the western side of the existing Centenary Motorway bridge, remediation of the existing bridge to create three south bound lanes and upgrade the active transport facilities for pedestrians and bikes. The limit of works is between Sinnamon Road to the south and Kenmore Road overpass to the north. Contract works include: • Construction of new Centenary Motorway bridge for northbound traffic. • Remediation of the existing bridge for southbound traffic. • Public Utility Plant (PUP) protection, relocation and coordination. • Realignment and upgrade of active transport path on the western side adjacent to Sinnamon Road on ramp. • Upgrade active transport path on the eastern side near Amazon Park. • Stormwater upgrades and bioretention system. • Construction of new pavements and overlay/rehabilitation of existing pavements. • Route lighting
7	Project characteristics	
7A	Project characteristics Road	• Subgrade Treatment • Road Embankment/Excavation • Pavements (New and Rehabilitated) • Drainage • Line marking • Kerbs • Retaining Walls • Subsoil Drainage • Concrete footpaths/driveways • ITS, Electrical, Signals and Road Lighting • Landscaping
7B	Project characteristics Bridge	• Construction of new bridge including sub-structure. • Partial Replacement of existing bridge deck • Demolition, reconstruction and remediation of existing bridge.
7C	Other infrastructure	PUP protection, relocation and coordination



C7820.TIC

Contract Number:

CN-13712

Item	Issue	Tender information	
8	Tender Documents		
8A	Number of Volumes	Volume Number	Contents
		Volume 1	Part 1 – Information to Tenderers Part 2 – Conditions of Tendering Part 3 – Tender Forms and Tender Schedules Part 4 – General Conditions of Contract Part 5 – Additional Contract Requirements Part 6 – Standard Documents Part 7 – Project Specific Documents Part 8 – Other Documents
		Volume 2	Drawings
9	Prequalification Level or Pre-registration Requirements		
9A	Prequalification Level applying to the Contract Clause 3.2 of the Conditions of Tendering	Major	R4, B4
		Financial	F150+
		Minor	A3 (See Tender Schedule M8)
9B	Registration requirements applying to the Contract as per the referred link. Clause 3.2 of the Conditions of Tendering	http://www.tmr.qld.gov.au/business-industry/Business-with-us/Approved-products-and-suppliers	
10	Joint Ventures		
10A	Joint Ventures Clause 4.2 (a)(vi) of the Conditions of Tendering	Tenders will be accepted from appropriately Prequalified unincorporated Joint Ventures. All Joint Ventures are to contact the Prequalification Area via [REDACTED] to confirm their current Joint Venture status. New Joint Ventures must obtain the necessary information and documentation to submit a conforming Tender.	
11	Administrator		
11A	Contact details for the Administrator Clause 2.1 of the General Conditions of Contract	Name:	TBC along with Letter of Acceptance
		Telephone:	TBC along with Letter of Acceptance
		Email/Address:	TBC along with Letter of Acceptance



C7820.TIC

Contract Number:

CN-13712

Item	Issue	Tender information	
12	Training Policy (including Indigenous Opportunities)		
12A	Training Policy (including Indigenous Opportunities)	For enquiries or further information, please visit the website: www.training.qld.gov.au/trainingpolicy	
13	Practical Completion		
13A	Date for Practical Completion Clause 2.1 and 35.2 of the General Conditions of Contract	1460 Calendar Days Where a period of time is provided, the commencement date shall be deemed to be the Date of Acceptance of Tender.	
14	Defects Liability Period		
14A	Defects Liability Period Clause 37 of the General Conditions of Contract	365 Days	
15	Tender Schedules to be submitted		
15A	Mandatory Tender Schedules Clause 29 of the Conditions of Tendering	C7801, C7810M, M1, M3, M4, M5, M6, M7A, M7B, M8, M10, C7035 (if Joint Venture), C7810EC1	
15B	Project Specific Tender Schedules Clause 31 of the Conditions of Tendering	S1	☒
		S2	☒
		S3	☒
		S4	☒
		S5	☒
		S6	☒
		S7	Not Used
		S8	☐
		S9	☒
		S10	☒
		S11	☒
15C	If Tenderer is submitting an Alternative Tender: Clause 32 of the Conditions of Tendering	D1A, D1B, D2, D3 (or equivalent). Refer to <i>Item 99.7 Alternative Tender Submission of C7822 Conditions of Tendering</i>	
15D	For Tenders with Non-Price Criteria Clause 31.9 of the Conditions of Tendering	Clause Bank 99.8	
15E	P-Schedules Clause 30 of the Conditions of Tendering	P-Schedules shall be requested by the Principal from the Preferred Tenderer after the Date of Lodgement of Tender.	

Transport Infrastructure Contract

Tender Documents for Contract Number CN-13712

Part 2 – Conditions of Tendering

Conditions of Tendering – C7821.TIC

Transport Infrastructure Contract

March 2021

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1 Nature of Contract

The proposed Contract is either a Schedule of Rates, lump sum, or part Schedule of Rates and part lump sum, as stated in Item 8A of Annexure A to the General Conditions of Contract (and as described in Annexure B to the General Conditions of Contract) for the performance of work in accordance with the Tender Documents.

2 Defined terms and interpretation

2.1 Defined terms

Except where the context otherwise requires, in these Conditions of Tendering and in the Tender Documents, all words and expressions shall have the meanings given to them in the General Conditions of Contract and the following words and expressions shall have the meanings given to them below.

Term	Definition
ABCC	means Australian Building and Construction Commission
Alternative Tender	has the meaning given in Clause 10 of these Conditions of Tendering
Authorisation	means that the person signing the Tender Documents is certifying that they are duly authorised to submit, on behalf of the Tenderer, the Tender and information requested, and that the information as submitted is correct
Building Code	means the <i>Code for the Tendering and Performance of Building Work 2016</i> (Cth)
Complying Tender	a Tender received from an Eligible Tenderer which satisfies all requirements of the Conditions of Tendering
Conforming Tender	a Tender received from an Eligible Tenderer which conforms in all respects to the requirements of the Tender Documents
Contract	the proposed Contract in respect of the Works the subject of the Tender Documents
Date of Lodgement of Tender	means, for a Tender, the date on which the Tender is lodged by the Tenderer with the Principal
Department	the Queensland Government Department of Transport and Main Roads
Electronic Tendering System	means the electronic tendering system (if any) specified in Item 1A of the Annexure to these Conditions of Tendering
Eligible Tenderer	means a person who: a) if Clause 3 of these Conditions of Tendering (where Prequalification Requirements apply) applies, is a Prequalified Tenderer b) if Clause 26 of these Conditions of Tendering (OHS Accreditation) applies, complies with that Clause c) complies with Clause 27 of these Conditions of Tendering (The Building Code) d) if Clause 28 of these Conditions of Tendering (Queensland Code)

Term	Definition
	applies, complies with that Clause
Experience Level	has the meaning given in the TIPDS and the National Prequalification System
FSC or OFSC	the Australian Government Department of Employment Office of the Federal Safety Commissioner
Guided Tender Alternative Proposal or GTA Proposal	has the meaning given in Clause 11
Item	means an item in the Annexure to these Conditions of Tendering
Location for Lodgement	means if method of lodgement of Tender is specified in Item 4A of the Annexure to these Conditions of Tendering as hard copy submission, the location for lodgement of Tenders specified in Item 4A
Median Tender Price	means the middle value of the Tender Prices (taking into account any necessary adjustments made pursuant to Clause 13 of these Conditions of Tendering) of all Conforming Tenders when the Conforming Tenders are listed in ascending order of Tender Price. If the number of Conforming Tenders is even, then the median is the mean of the two middle values.
Planned Cash Flow Schedule	has the meaning given in Clause 29.4 of these Conditions of Tendering
Prequalification Guidelines	means the Prequalification System Guidelines, <i>National Prequalification System for Civil (Road and Bridge) Construction Contracts</i> published by the department (available at https://www.tmr.qld.gov.au/business-industry/Technical-standards-publications/TIPDS/Volume-3) and read in conjunction with TIPDS
Prequalification Requirements	means the minimum prequalification category or financial level under the Prequalification Guidelines required for the Tender Documents, if any, specified by the Principal in the following Tender Documents: a) Information for Tenderers – Item 9, and b) Tender Forms and Tender Schedules – Tender Schedule M8.
Prequalified	means a person who meets the Prequalification Requirements
Prequalified Tenderer	means a person who: a) at the time of requesting Tender Documents is Prequalified b) is deemed to be eligible by the Principal or a duly delegated representative of the Principal, and c) if the Tenderer is a Joint Venture: i. each party to the Joint Venture is Prequalified in its own right ii. at least one party meets the prescribed bridge Prequalification Level in

Term	Definition
	its own right iii. at least one party meets the prescribed road Prequalification Level in its own right iv. at least one party meets the prescribed financial Prequalification Level in its own right, and v. the proposed Joint Venture has submitted an application for Prequalification at least 14 days prior to the Time for Lodgement.
Schedule Summary	means the Tender Schedule M Schedule Summary
Tender	means the documents included in the Tender Documents, and any attachments required by these Conditions of Tendering, duly completed and executed by, or on behalf of, the Tenderer and lodged with the Principal in accordance with these Conditions of Tendering
Tender Documents	means the documents issued to the Tenderer and includes the following documents: a) Information for Tenderers (C7820) b) Conditions of Tendering (C7821) and the Annexure to the Conditions of Tendering (C7822) c) Tender Form (C7801) d) Tender Schedules (C7810 suite) including any Extra Criteria (EC) Schedules (non price criteria), if required e) General Conditions of Contract (C7830), including: i. Annexure A (Contract Details) ii. Annexure B (Commercial Framework) iii. Annexure C (Certification Functions of the Administrator), and f) any Special Conditions to Design and Construct Contract (Annexure D to the General Conditions of Contract), if applicable g) any additional Contract requirements (Clause Bank C7836) if applicable. h) the standard documents specifically incorporated by reference in the Standard Documents List (C7825) i) the Annexures to the Standard Specifications j) the Principal Supplied Material List (C7827) as applicable k) any Project Specific Specifications if applicable l) the Unconditional Bank Guarantee for Security forms (C7840, C7841, C7842 and C7855) and the Unconditional Insurance Bond for Security forms (C7843, C7844, C7845 and C7856) m) the Statutory Declarations – Engagement of Subcontractors form (C7847), Contractor's payment Claim Forms (C7850 and C7851) and Tender by Joint Venture (C7035) n) the Deed of Guarantee, Undertaking and Substitution form (C7848)

Term	Definition
	o) the Deed of Novation form (C7849). p) the Indigenous Economic Opportunities Plan Outline if specified as a requirement in the Clause Bank C7836 and in Item 13J of the Annexure to these Conditions of Tendering q) the Designer's Deed of Covenant (C7854) r) the Drawings s) any Construction Tables, Materials Lists and/or Reinforcement Schedules t) any Site Information u) any Notices to Tenderers v) any Reliance Information, and w) any other documents incorporated by reference.
Tender Form	means the Tender Form provided by the Principal in the Tender Documents to be completed and executed by the Tenderer and returned to the Principal as part of the Tender
Tender Price	means the amount tendered by the Tenderer in its Conforming Tender for the whole of the work specified in the Tender Documents as inserted by the Tenderer on the Tender Form
Tender Program	has the meaning given in Clause 29.5 of these Conditions of Tendering
Tender Schedules	means the Tender Schedules provided by the Principal in the Tender Documents to be completed by the Tenderer and returned to the Principal as part of the Tender
Tender Validity Period	means the period starting on the day after the Time for Lodgement and ending after the time specified in Item 5A of the Annexure to these Conditions of Tendering
Tenderer	means the person or persons who is given access to the Tender Documents by the Principal for the purposes of lodging a Tender
Time for Lodgement	means the time for lodgement of Tenders specified in Item 4B of the Annexure to these Conditions of Tendering
TIPDS	means the department's <i>Transport Infrastructure Project Delivery System</i> manual. Volume 3 of this manual outlines the National Prequalification System and the department's requirements
Unusually Low Bid	is a Tender with a Tender Price (taking into account any necessary adjustments made pursuant to Clause 13 of these Conditions of Tendering), with an amount that is below the Median Tender Price by more than the percentage specified in Item 7B of the Annexure to these Conditions of Tendering

2.2 Interpretation

- a) Reference to:
 - i. One gender includes the others.
 - ii. The singular includes the plural and the plural includes the singular.
 - iii. A 'person' includes a body corporate.
 - iv. A 'party' includes the party's executors, Administrators, successors and permitted assigns.
 - v. A 'legislative requirement' includes:
 - i. that legislative requirement as amended or re-enacted from time to time, and
 - ii. a legislative requirement enacted in replacement of that legislative requirement.
 - vi. Money is to Australian dollars unless otherwise stated.
 - vii. A party, where the party is more than one person, means all of them together and each of them separately.
- b) Measurements of physical quantities must be in legal units of measurement of Australia within the meaning of the *National Measurement Act 1960*.
- c) Communications between the Principal and the Tenderer shall be in the English language.
- d) 'Including' and similar expressions are not words of limitation.
- e) Where a word or expression is given a particular meaning, other parts of speech and grammatical forms of that word or expression have a corresponding meaning.
- f) Interpretation shall not be affected by the fact that one party drafted the Tender Documents.
- g) Headings and sub-headings do not affect the meaning of the Tender Documents.
- h) If anything to be performed under this request for Tender falls on a day which is not a Business Day, then it shall be performed on the next Business Day.

3 Background, Prequalification and registration

3.1 General information

- a) The Principal is undertaking this Tender process to identify suitably qualified and experienced organisations to perform the work under the Contract.
- b) The Tender Documents comprise an invitation to the Tenderer to submit a Tender for the provision of the work under the Contract that demonstrates it has the necessary experience, capacity, understanding and capability to provide the work under the Contract at a competitive price.

3.2 Where Prequalification Requirements or project-specific registration requirements apply

If Prequalification Requirements or project-specific registration requirements are specified in Item 1B of the Annexure to these Conditions of Tendering, the Principal will only consider Tenders received from Prequalified Tenderers or pre-registered organisations as applicable. In addition, the Tender advertisement posted in the Queensland Government tendering website will contain the minimum

Prequalification Level(s) or registration required for the Contract. Tenderers shall have the required Prequalification Level(s) at the close of the tender period.

3.3 Access to Tender Documents

If there is an Electronic Tendering System specified in Item 1A of the Annexure to these Conditions of Tendering, then:

- a) the Tenderer shall access the Tender Documents by registering on the Electronic Tendering System, and
- b) the Tenderer shall contact the Principal for any queries or issues related to accessing the Electronic Tendering System.

If there is no Electronic Tendering System, then:

- a) interested persons or organisations may request a copy of the Tender Documents from the Principal's contact person specified in the Tender advertisement, and
- b) the Principal shall issue Tender Documents only to organisations that satisfy any applicable Prequalification Requirements or registration requirements.

In all cases, the Principal will supply an electronic version of the Tender Documents in Microsoft Word/Excel or Acrobat format as applicable.

3.4 Appointment of Contractor

- a) A Tender constitutes an Offer, which is capable of acceptance by the Principal during the Tender Validity Period, to perform the work under the Contract in accordance with the Contract.
- b) The Tenderer that is ultimately successful in being appointed to perform the Works will, subject to the rights of the Principal provided in these Conditions of Tendering and at law, be required to enter into the Contract with the Principal for the provision of the work under the Contract and will be required to carry out and complete the work under the Contract in accordance with the Contract.

4 Contents of Tender

4.1 General

- a) A Tender shall:
 - i. be for the whole of the work described in the Tender Documents
 - ii. be submitted on the Tender Form provided by the Principal, which Form shall be duly completed and executed by the Tenderer
 - iii. include the number of copies and be in the format specified in Item 2A of the Annexure to these Conditions of Tendering
 - iv. be accompanied by the Tender Schedules required by the Conditions of Tendering duly completed by the Tenderer
 - v. be free of alterations or erasures, and all information (including unit rates or amounts) provided shall be clearly stated and capable of being legibly photocopied

- vi. be signed by a person or persons having full Authority to enter into the proposed Contract on behalf of the Tenderer, and:
 - i. the name and the position of the person signing shall be printed clearly in the locations indicated adjacent to the signature
 - ii. if requested by the Principal, evidence of the Authority of the person or persons signing on behalf of the Tenderer shall be furnished
 - iii. the signature shall be witnessed and the witness shall insert his/her name and sign the Tender Form in the locations provided, and
- iv. be in English and all prices and rates shall be in Australian dollars and, unless otherwise specified, all measurements shall be in Australian legal units of measurement.
- b) The Tenderer shall not alter or add to the Tender Documents, except as required by the Conditions of Tendering.
- c) All of the Tender Documents shall be deemed to form part of the Tender.

4.2 Additional requirements

If the Tenderer:

- i. is an individual, a local government or a departmental business unit, the Tender shall include the full name and the address of the Tenderer
- ii. is a corporation, the Tender shall include the corporation's:
 - i. full name
 - ii. registered office address, and
 - iii. ACN/ABN
- iii. is a corporation or firm with a registered office located outside of Australia, the Tender shall include the foreign corporation's:
 - i. full name
 - ii. registered office address
 - iii. ARBN, and
 - iv. representative in Australia (if any) and the representative's address
- iv. is a firm, the Tender shall include the full name and address of each member of the firm
- v. trades under a business name which differs from the Tenderer's name, the Tender shall include the business name
- vi. is a Joint Venture, then:
 - i. the Tender Form shall contain:
 - i. a full description of each Joint Venture (including names and addresses of each of the parties), and
 - ii. signatures of a duly authorised representative of each Joint Venture (including on the declaration on that form), and

- ii. the Tender shall include:
 - i. the duly-signed Joint Venture agreement
 - ii. where Clause 26 of these Conditions of Tendering applies (Work Health and Safety (WHS) Accreditation), evidence of the application made by the Joint Venture to the Office of the Federal Safety Commissioner (OFSC), and
 - iii. the form Tenderer's Statutory Declaration Form (C7035).

4.3 Tender Schedules

The Tender Schedules shall strictly comply with the specific requirements set out in the Conditions of Tendering.

5 Tenderer to fully inform itself

5.1 General

- a) The Tenderer shall (without limitation):
 - i. examine and carefully check and acquire actual knowledge of the contents of all of the Tender Documents.
 - ii. inform itself completely as to:
 - i. the risks, contingencies and other circumstances which might affect the execution of the work under the Contract or the cost of executing the work under the Contract
 - ii. the nature of the work and of the plant, equipment, materials and other items necessary for the execution of the work under the Contract and the means of access to and facilities and services at the Site and the means of transport, transport routes and facilities for making deliveries to and from the Site
 - iii. the availability and cost of labour, plant, equipment, materials and other items required (including all relevant industrial conditions)
 - iv. all applicable legislative requirements, taxes and insurance premiums (including compulsory insurance premiums)
 - v. all Authority requirements relating to the Contract and the work under the Contract, and
 - vi. all measures necessary to protect the environment from any adverse effect or damage arising from the execution of the work under the Contract or the operation of the Works
 - iii. satisfy itself as to the correctness and sufficiency of its offered Tender Price and that the price covers the cost of complying with all of its obligations under the Contract and of all matters and things necessary for the due and proper performance and completion of its obligations under the Contract, and
 - iv. obtain all appropriate professional and technical advice with respect to the matters referred to in Clauses 5.1(a)(i) to 5.1(a)(iii) of these Conditions of Tendering.
- b) By lodging a Tender, the Tenderer warrants that it has complied with Clause 5.1(a) of these Conditions of Tendering and any failure by the Tenderer to fully comply with that Clause will

not relieve the Tenderer of its obligation to perform and complete the work under the Contract in accordance with the Contract should the Contract be awarded to it.

5.2 Matters affecting the Tender Price

- a) The Tender Price is to include, and shall be deemed to include, all costs:
 - i. of complying with the Tender Documents, and
 - ii. associated with carrying out all matters and doing all things necessary for the due and proper performance and completion of the work under the Contract.
- b) Without limiting Clause 5.2(a) of these Conditions of Tendering, the Tender Price shall include, and is deemed to include:
 - i. licence fees, royalty payments and all charges and taxes, and
 - ii. customs duty and any charges applicable to imported items, materials, plant or equipment required for the work under the Contract.

6 Notice to Tenderers

- a) The Principal may issue a Notice to Tenderers to clarify, revise, amend or modify any aspect of the Tender Documents before the Time for Lodgement.
- b) Except where a Notice to Tenderers relates to a matter relevant to only one Tenderer pursuant to Clauses 14 or 15 of these Conditions of Tendering, the Principal shall issue a Notice to Tenderers to all Tenderers concurrently.
- c) The Tenderer to acknowledge receipt of a Notice to Tenderers within two Business Days of receipt.
- d) The Tenderer may not rely on any explanation or interpretation of the Tender Documents provided by the Principal other than provided in a Notice to Tenderers.
- e) The Tenderer shall record each Notice to Tenderers received in Tender Schedule M6 in accordance with Clause 29.7 of these Conditions of Tendering.

7 Enquiries and Pre-Tender Conferences

7.1 Queries before Tender submitted

- a) At any time before the Time for Lodgement, the Tenderer may, by writing to the person named and in the matter specified in Item 3A of the Annexure to these Conditions of Tendering, request further information from the Principal:
 - i. concerning the meaning or intention of any aspect of the Tender Documents, or
 - ii. to ensure that it has a clear and correct understanding of the nature and extent of the work to be carried out under the Contract.
- b) The Principal may respond to any queries received under this Clause 7.1 only with a Notice to Tenderers, except for matters discussed during any meeting held commercial-in-confidence with any particular Tenderer in accordance with the Guided Tender Alternative Process described in Clause 11 of these Conditions of Tendering.

7.2 Pre-lodgement conference

- a) This Clause 7.2 applies if a pre-lodgement conference is specified in Item 3B of the Annexure to these Conditions of Tendering to occur before the Time for Lodgement and shall also specify if it is compulsory to attend in order to be eligible to lodge a Conforming Tender.
- b) At the pre-lodgement conference, the Tenderer may request any further information from the Principal as it may request under Clause 7.1 of these Conditions of Tendering.
- c) The Principal may respond to any queries received under this Clause 7.2 only with a Notice to Tenderers.

7.3 Statement of interpretation

- a) If when submitting its Tender, the Tenderer has any doubt as to the meaning of any aspect of the Tender Documents, the Tenderer must include a statement of the interpretation upon which it relies and upon which its Tender has been prepared.

8 Lodgement of Tenders

8.1 Conditions applying to Tender lodgement

- a) The Tender shall be lodged either electronically or at the Location for Lodgement, as specified in Item 4A of the Annexure to these Conditions of Tendering, by the Time for Lodgement as specified in Item 4B of the Annexure to these Conditions of Tendering.
- b) By lodging a Tender, the Tenderer is deemed to have accepted these Conditions of Tendering.
- c) The Tenderer may withdraw and re-submit its Tender any time up to the Time for Lodgement.
- d) The Tenderer may not alter its Tender after the Date of Lodgement of Tender.

8.2 Electronic Tender submission

- a) This Clause 8.2 applies if there is an Electronic Tendering System, as specified in Item 1A of the Annexure to these Conditions of Tendering, and Item 4A of the Annexure to these Conditions of Tendering specifies an electronic Tender lodgement method.
- b) The Tender shall be deemed to have been submitted using the Electronic Tendering System at the date and time stated on the electronic receipt issued to the Tenderer.
- c) The Tender, or part thereof, that has not been delivered to the designated Electronic Tendering System before the Time for Lodgement may be rejected at the sole discretion of the Principal.
- d) If:
 - i. the Tenderer is unable to submit the Tender using the Electronic Tendering System due to a technical failure of either the Electronic Tendering System or the Tenderer's information and communications technology system, or
 - ii. the Electronic Tendering System fails to issue an electronic receipt to the Tenderer acknowledging receipt of the Tender,then the Principal may, on request by the Tenderer, allow the Tenderer to submit the Tender either:

- iii. in hard copy format in accordance with the requirements of Clause 8.3 of these Conditions of Tender and delivered to a Tender box location to be advised by the Principal, or
- iv. by email to the email address advised by the Principal.

8.3 Hard copy Tender submission

- a) This Clause 8.3 applies if Item 4A of the Annexure to these Conditions of Tendering specifies a hard copy Tender lodgement method.
- b) The Tender shall:
 - i) be completely enclosed, sealed and securely packaged and endorsed on the outside: 'TENDER FOR (Contract Number), and
 - ii) be addressed to the Principal at the address stated on the Tender Form.
- c) The Principal will not consider a Tender received at the Location for Lodgement after the Time for Lodgement unless the Principal is satisfied that:
 - i. the Tender was mailed (or despatched by other recognised carrier providing a direct delivery service to the Location for Lodgement) at a time which, under normal delivery circumstances, would have ensured its receipt at the Location for Lodgement by the Time for Lodgement, and
 - ii. that delivery was delayed by circumstances beyond the control of the Tenderer and the carrier concerned.

9 Tender Validity Period

- a) In consideration of the Principal receiving and considering the Tender, the Tenderer agrees that:
 - i. its Tender shall remain valid and open for acceptance by the Principal during the Tender Validity Period, and
 - ii. the Tenderer may withdraw its Tender after the expiration of, but not during, the Tender Validity Period.
- b) Any discussions or correspondence occurring between the Tenderer and the Principal during the Tender Validity Period will not cause the Tender to lapse before the end of the Tender Validity Period.

10 Alternative Tenders

- a) If the Tenderer has lodged a Conforming Tender, then it may also lodge one or more Alternative Tenders (each an Alternative Tender) in accordance with these Conditions of Tendering.
- b) Any Alternative Tender provided by the Tenderer shall:
 - i. be for the whole of the work described in the Tender Documents
 - ii. provide a lump sum price for the work under the Contract
 - iii. include the additional Tender Schedules in accordance with Clause 32 of these Conditions of Tendering if applicable

- iv. list the departures from, and/or amendments to, the contents of the Tenderer's Conforming Tender. For each departure/amendment, the Tender shall:
 - i. provide full details of the changes to the Conforming Tender
 - ii. state the lump sum total (including GST) for the alternative proposal, including a list of all the items in the Schedule of Rates which are to be replaced by the lump sum, and state the resulting alteration to the Tender Price
 - iii. provide a Schedule of Prices, including quantities and rates, for the lump sum, and
 - iv. state any consequent changes to the Conforming Tender (for example, to the Tender Schedules) and include new information where necessary.
- c) If an Alternative Tender:
 - i. includes a re-design of any part of the Works, the Tenderer acknowledges and agrees that prior to the Date of Acceptance of Tender, the Principal may include, design and construct provisions in the Contract
 - ii. is based on an amended design or alternative product or material, the Tenderer shall provide documentary evidence that the proposed alternative meets the structural, hydraulic and/or serviceability requirements of the work described in the Tender Documents, together with full design calculations in the case of structural components, and/or the manufacturer's certification that the product is fit for its stated purpose, and
 - iii. provides for a method of construction such that the supply of all or some of the Principal Supplied Materials will not be required, the Principal will not supply these unnecessary Materials and the Contractor shall not receive a credit for the value of these Materials.
- d) The Tenderer may discuss any alternative proposal with the Principal prior to Tender close.
- e) Intellectual property rights associated with the proposed alternative remain with the Tenderer.
- f) No separate or additional payment will be made for preparing an Alternative Tender or for work undertaken in any post-Tender clarifications, discussions or negotiations, and the Tenderer shall allow for the cost of the proposal development and any post-Tender clarifications, discussions or negotiations in its tendered price.

11 Guided Tender Alternative Proposal

11.1 Guided Tender Alternative Proposal submissions

- a) Clause 11 applies if so stated in Item 6A of the Annexure to these Conditions of Tendering.
- b) A Guided Tender Alternative (GTA) Proposal is an Alternative Tender developed by the Tenderer following the procedure outlined in Clause 11.2.
- c) The GTA process objectives are to:
 - i. encourage innovation in the development of Alternative Tenders to introduce more cost effective ways to meet the project objectives and maximise value for money for the Principal

- ii. facilitate the provision by the Principal of further information regarding the Principal's requirements during the Tender process.
- d) The Queensland Government is committed to encouraging and adopting innovation that provides value for money while retaining similar or better, specified outcomes with regard to safety, performance and durability.
- e) The department's publication, *Engineering Innovation within the Department of Transport and Main Roads*, is available at: <http://www.tmr.qld.gov.au/business-industry/Business-with-us/Engineering-innovation.aspx>.

11.2 Guided Tender Alternative process

- a) The GTA process is intended for all Tenderers to individually develop Alternative Tenders through structured dialogue with the Principal, prior to submitting their Tenders.
- b) Notwithstanding Clause 10, Tenderers shall attend a Guided Tender Alternative meeting on the date and location specified in Item 6B of the Annexure to these Conditions of Tendering.
- c) In the GTA meeting, the Principal shall brief all Tenderers about the negotiable and non-negotiable Items listed in Tender Form C7810.GT1.
- d) Following this meeting, the Tenderer may request a separate, additional individual meeting with the Principal to have a commercial-in-confidence discussion on its proposed alternative. Requests for additional meetings shall be made no later than the date specified in Item 6C of the Annexure to these Conditions of Tendering. Such requests shall be made via the Tenderer's submission of Tender Form C7810.GT2.
- e) The Principal, at its absolute sole discretion, may agree to further additional individual meetings with any or all Tenderers.
- f) In the individual meeting, the Tenderer shall provide details on, but not limited to:
 - i. how the GTA Proposal meets the project objectives and maximise value for money
 - ii. risks associated with the GTA Proposal and Tenderer's proposed mitigation measures
 - iii. desired extent of the Principal's involvement in development of the GTA Proposal
 - iv. impacts on community and environment of the GTA Proposal
 - v. construction methodologies associated with the GTA Proposal
 - vi. documentary evidence that the GTA Proposal meets the technical and serviceability requirements of the work described in the Tender Documents
 - vii. if the whole or part of the GTA Proposal is an innovation — 'innovation' means an innovative solution to the work under the Contract which involves significant change where components, materials or processes are not generally anticipated in the Tender Documents.
- g) Within two Business Days of the individual meeting, the Principal shall advise the Tenderer as to whether its GTA Proposal, in its entirety or any part thereof, is suitable for further consideration in the Tender process.
- h) Discussions with the Tenderer with regards to its GTA Proposal shall be held commercial-in-confidence.

12 Opening of Tenders

12.1 Conditions applying to Tender opening

The Principal will open the Tenders as soon as possible after the Time for Lodgement.

12.2 Opening of electronic Tenders

- a) This Clause 12.2 applies if Item 4A of the Annexure to these Conditions of Tendering specifies an electronic submission through the Electronic Tendering System.
- b) A Tender submitted electronically shall be deemed to have been opened by the Principal once the Principal has successfully downloaded such electronic Tender from the Electronic Tendering System.

12.3 Opening of hard copy Tenders

- a) This Clause 12.3 applies if Tenders are submitted in hard copy pursuant to Item 4A of the Annexure to these Conditions of Tendering.
- b) The Principal may, at its sole discretion, conduct a public opening of Tenders submitted in hard copy format, in which case:
 - i. the Tenderer and/or its agents and other interested persons may attend the opening
 - ii. at the opening, the Principal will announce for each Tender:
 - i. the Tenderer's name, and
 - ii. whether the Tender appears compliant with all the requirements of the Conditions of Tendering.
- c) In the absence of a public opening of Tenders, the Principal will subsequently make the summary results of the Tenders available (including any Alternative Tenders) to Tenderers in accordance with Clause 12.4 of these Conditions of Tendering.

12.4 Rankings and Tender Prices

- a) For Tenders with price-only tendering criteria, the Principal shall, within two Business Days after the Tender closing, announce the tendered amount (including any Alternative Tenders) as shown on the Tender Form of each Tender received from the Tenderers through:
 - i. a schedule issued to Tenderers via the Electronic Tendering System, or
 - ii. via correspondence or other means of communications in the absence of an Electronic Tendering System.

After award, the winning Tenderer and Tender Price shall be made available.

- b) For Tenders with non-price tendering criteria, the Principal shall, with two Business Days after the Tender closing, announce all company names and relative ranking based on the tendered amount (including any Alternative Tenders) as shown on the Tender Form for each Tender received from the Tenderer through:
 - i. a schedule issued to Tenderers via the Electronic Tendering System, or
 - ii. via correspondence or other means of communications in the absence of an Electronic Tendering System.

The Principal shall announce the relative ranking only and indicate whether the tender appears conforming or is an Alternative Tender but the tendered amount shall not be revealed.

After Award, the following information shall be made available:

- i. winning Tenderer and Tender Price
- ii. Tender Prices of all Tenderers at the close of tenders.

13 Adjustment of a Tender

13.1 General

This Clause 13 applies after a Tender is lodged, but before the Date of Acceptance of Tender.

13.2 Schedule of Rates Contract

- a) If the Principal identifies an error or omission by the Tenderer in the completion, extension and/or summation of the unit rates and amounts in the Schedule of Rates, the Principal may adjust the Tender in accordance with the provisions of this Clause 13.2.
- b) The Principal may make the necessary corrections and amend the Tender Price accordingly, including any necessary adjustment in the amount of GST if:
 - i. an Item in the Schedule of Rates includes a quantity which differs from that shown in the Tender Documents (or as may be amended by a Notice to Tenderers)
 - ii. an Item in the Schedule of Rates includes an error in the amount shown in the 'amount' column (the product of the quantity and the unit rate)
 - iii. an Item in the Schedule of Rates includes an error in the summation of the amounts in the 'amount' column
 - iv. the Schedule of Rates includes an error in the calculation of the amount of GST, or
 - v. the Schedule of Rates includes an error in the total of the summation of the amounts shown in the 'amount' column and the amount of GST.
- c) If the Principal identifies that an Item in the Schedule of Rates omits:
 - i. the unit rate, but includes an amount in the 'amount' column, the Principal may calculate the unit rate by dividing the amount in the 'amount' column by the quantity and insert the calculated unit rate in the Schedule of Rates
 - ii. both the unit rate and the amount in the 'amount' column (for an Item with both a unit of measurement and a quantity) or the amount in the 'amount' column (for an Item where the unit of measurement column contains 'lump sum'), the Principal may make adjustments only if the omitted unit rate, or amount as the case may be, can be objectively and mathematically determined.
- d) Where the omitted unit rate or amount (as the case may be) cannot be objectively and mathematically determined, the Principal may treat the Tender as if it is a non-Conforming Tender.

13.3 Lump sum Contract

If there is a discrepancy between the sum of the amounts in the 'amount' column of the Schedule of Prices (including the amount of GST) and the Tender Price:

- a) the Tender Price will prevail, and
- b) the Principal and the Tenderer may agree that any, or all, of the amounts inserted in the 'amount' column of the Schedule of Prices and the amount of GST shall be amended accordingly. The failure of the Principal and the Tenderer to agree the amendments required to address the discrepancy between the Tender Price in the Schedule of Prices shall result to the Tender being declared as a non-Conforming Tender.

13.4 Part Schedule of Rates and part lump sum Contract

- a) If there is a discrepancy between the sum of the amounts in the 'amount' column in the Schedule of Prices (including the amount of GST) and the total amount of the lump sum part (including the amount of GST):
 - i. the total amount of the lump sum part (including the amount of GST) shall prevail, and
 - ii. the Principal and the Tenderer may agree that any, or all, of the amounts inserted in the 'amount' column in the Schedule of Prices and the amount of GST be amended accordingly. The failure of the Principal and the Tenderer to agree the amendments required to address the discrepancy between the Tender Price in the Schedule of Prices shall result to the Tender being declared as a non-Conforming Tender.
- b) If the Principal identifies an error or omission in the completion, extension and/or summation of the unit rates and amounts in the Schedule of Rates, the Principal may adjust the Tender in accordance with the provisions of this Clause 13.2 of these Conditions of Tendering.

13.5 Redistribution of amounts for Site establishment and disestablishment and/or camp

- a) If so requested by the Principal, the Tenderer shall provide an adequate description of the portion of tendered amounts for Site establishment and disestablishment and/or camp in the appropriate Tender Schedule.
- b) If, in the opinion of the Principal, the tendered amount for any scheduled Item for Site establishment and disestablishment and/or camp is excessive, the Principal may, as a prerequisite to acceptance of a Tender, require the Tenderer to reduce the tendered amount for that item and reallocate the reduction to other items approved by the Principal so that the Tender Price remains unchanged.

14 Unusually Low Bid

- a) This Clause 14 applies if the Unusually Low Bid provisions are specified in Item 7A of the Annexure to these Conditions of Tendering to apply.
- b) If the Principal receives an Unusually Low Bid which does not contain any fatal error, then:
 - i. it will notify the Tenderer in writing that it has made an Unusually Low Bid, and
 - ii. allow the Tenderer five Business Days to make submissions to the Principal as to why the Unusually Low Bid should not be excluded from consideration.

- c) The Tenderer's submissions in Clause 14(b)(ii) shall only address, and the Principal shall only take into account one or a combination of the following factors:
 - i. materials cost advantage
 - ii. process cost advantage
 - iii. innovation advantage, and
 - iv. genuine commercial advantage.
- d) The Principal may exclude an Unusually Low Bid from further consideration if:
 - i. the Tenderer does not provide submissions in accordance with Clause 14(b)(ii) of these Conditions of Tendering, or
 - ii. the Tenderer's submissions do not substantiate an advantage that explains why the Tender is an Unusually Low Bid, or
 - iii. the Principal having made its own enquiries, is not satisfied for any reason that the Tender represents best value for money.
- e) The Principal shall request a meeting with the Tenderer to discuss any aspect of the Unusually Low Bid.

15 Post-Tender correspondence and negotiations

- a) This Clause 15 applies after the Date of Lodgement of Tender, but before the Date of Acceptance of Tender and notwithstanding any other requirements of the Tender Documents.
- b) The Principal may require the Tenderer to provide additional information concerning its Tender by a date and time specified by the Principal.
- c) If the Tenderer fails to provide the further information in accordance with Clause 15(b) of these Conditions of Tendering, then the Principal may reject the Tender.
- d) Without limiting the generality of Clause 15(b) of these Conditions of Tendering, the Principal may require the Tenderer to:
 - i. submit information in respect of any of the Tenderer's proposed Subcontractors, which is similar to that required to be furnished by the Tenderer by these Conditions of Tendering, and
 - ii. provide evidence of the Tenderer's capacity to complete the work under the Contract, on or before the Date for Practical Completion, for the Tender Price.
- e) The Principal may negotiate with the Tenderer for the purposes of determining the best-for-project Tender.
- f) Any post-Tender negotiations regarding Guided Tender Alternative Proposals will be commercial-in-confidence.

16 Principal's discretion

Without limiting any other right of the Principal, the Principal may, in its absolute discretion, do any one or more of the following:

- a) withdraw any request for Tender
- b) suspend the Tender process
- c) extend the Time for Lodgement
- d) change the Location for Lodgement
- e) decline to consider or evaluate any or all Tenders
- f) decline to accept any Tender
- g) at any time, alter any process or procedure regarding the consideration or the evaluation of any Tender or Tenders
- h) negotiate on any aspect of a Tender before identifying whether the Principal accepts or rejects any Tender
- i) invite best and final Offers from any one or more Tenderers
- j) invite further or other Tenderers to lodge a Tender for the performance of the work under the Contract
- k) not proceed with the work under the Contract
- l) proceed with a Contract on the basis of a scope of work of a different nature or extent or on terms different from those set out in the Tender Documents, and/or
- m) negotiate with and enter into a Contract with any other party for the performance of the work under the Contract and/or any other work.

17 Consideration and acceptance of Tenders

17.1 Consideration and assessment of Tenders

- a) The Principal may reject a Tender that is not a Conforming Tender or a Complying Tender.
- b) In relation to any Alternative Tender, the Principal reserves the right to:
 - i. consider any Alternative Tender
 - ii. accept all, any or none of the departures and amendments proposed in the Alternative Tender (and will indicate such acceptance in the Letter of Acceptance and the Schedule of Deviations), and/or
 - iii. accept a lump sum for an Alternative Tender which may be for the whole or part of the work under the Contract
- c) The Principal is not required to accept the Tender (including any Alternative Tender) with the lowest Tender Price.
- d) The Principal may use predetermined structured assessment techniques for the evaluation of Tenders which may take into account, without limitation:
 - i. the quality of the Works
 - ii. long-term costs to the Principal
 - iii. the rates specified in the Tender, and
 - iv. the Tender Price.

- e) The Principal may require the Tenderer to provide evidence of its current capacity to complete the work under the Contract in a timely manner, on or before the Date for Practical Completion, for the Tender Price.

17.2 Combined price/non price selection criteria and weighting factors

- a) Where Item 8A of the Annexure to these Conditions of Tendering specifies that a combined price/non price assessment will be carried out as part of the Tender assessment process:
 - i. both price and non price criteria as identified in Item 8B of the Annexure to these Conditions of Tendering will be considered, and
 - ii. the selection criteria to be used for the non price assessment of Tenders will be as listed in Item 8B of the Annexure to these Conditions of Tendering, together with weighting factors which represent the Principal's determination of the relative importance of each of the non price selection criteria.

17.3 Mandatory criteria

- b) Where Item 8C of the Annexure to these Conditions of Tendering specifies that a mandatory criteria assessment will be carried out as part of the Tender assessment process:
 - iii. mandatory criteria as identified in Item 8D of the Annexure to these Conditions of Tendering will be considered, and
 - iv. the tenderers shall satisfy all mandatory criteria in Item 8D for their tenders to be considered further.

17.4 Acceptance of a Tender

- a) The Principal may accept one Tender only.
- b) The Principal may accept a Tender by providing the Tenderer with a Letter of Acceptance:
 - i. by handing it to the Tenderer
 - ii. by posting it or leaving it at the Tenderer's address stated on its Tender Form, or
 - iii. if there is an Electronic Tendering System, by issuing it to the Tenderer through that system.

17.5 Formal Instrument of Agreement

If required under Clause 6.2 of the General Conditions of Contract, the Principal will prepare the Formal Instrument of Agreement for execution by the Tenderer in accordance with that Clause 6.2.

17.6 Schedule of Deviations

- a) At any time prior to the acceptance of Tender, the Principal may inform the Tenderer that a Schedule of Deviations shall be prepared jointly by the Principal and the Tenderer as a condition precedent to the acceptance of Tender.
- b) The Schedule of Deviations shall contain a comprehensive list of amendments, departures and deviations from any part of the Tender Documents, whether instructed by, or agreed to by, the Principal prior to the Time for Lodgement or during post-Tender negotiations after the Time for Lodgement.

- c) The Schedule of Deviations shall be agreed and signed by both the Principal and the Tenderer.
- d) The agreed Schedule of Deviations shall be attached to, and form part of, the Letter of Acceptance.

18 Costs of Tender

The Principal is not liable to the Tenderer for any costs, losses or expenses incurred by the Tenderer in connection with:

- a) preparing a Tender, Alternative Tender or a Guided Tender Alternative Proposal, or
- b) after the Date of Lodgement of Tender, any work undertaken by the Tenderer, including in connection with any discussions, negotiations, enquiries or requests for details or information made by or on behalf of the Principal.

19 Feedback to unsuccessful Tenderers

- a) Following the Date of Acceptance of Tender, the Principal shall issue separate correspondences to each of the unsuccessful Tenderer(s) to advise:
 - i. that its Tender has been unsuccessful
 - ii. the identity of the successful Tenderer, and
 - iii. the awarded Contract Sum
- b) An unsuccessful Tenderer may request an individual meeting with the Principal to obtain further feedback in respect of its unsuccessful Tender. Details of Tenders (including individual scores) will not be divulged.

20 Information provided by Tenderers

- a) Notwithstanding any statements to the contrary in the Tender Documents or the Tenderer's submissions either before or after the Time for Lodgement, the information provided by the Tenderer to be used in the assessment process shall in no way relieve the Contractor from stated or implied responsibilities to comply with the Contract.
- b) It is the intention, however, that statements made by the Tenderer in submissions supporting non price selection criteria will be used as benchmarks by which to evaluate performance of the Contractor during execution of the Contract.

21 Collusive arrangements

By submitting a Tender, the Tenderer acknowledges, and warrants that it has complied with, the requirements set out of Clause 6.3 of the General Conditions of Contract.

22 Information

22.1 Site Information

- a) The Principal will make available to the Tenderer the following Information (whether printed, electronic, photographic, video or otherwise), which is taken to be 'Site Information' for the purposes of Clause 2.1 of the General Conditions of Contract:

- i. the information described in Item 9A of the Annexure to these Conditions of Tendering provided in the location stated in Item 9B of the Annexure to these Conditions of Tendering
 - ii. the information described in Item 9C of the Annexure to these Conditions of Tendering available for inspection by the Tenderer at the location stated in Item 9D of the Annexure to these Conditions of Tendering by making arrangements with the person nominated in that Item, and
 - iii. where geotechnical drilling has been carried out, the drilling cores available for inspection by the Tenderer at the location stated in Item 9E of the Annexure to these Conditions of Tendering by making arrangements for inspection with the person nominated in that Item.
- b) Any Site Information provided pursuant to Clause 22.1(a) of these Conditions of Tendering:
 - i. relates only to the specific locations examined, measured or tested as shown in that Site Information, and
 - ii. may not be representative of conditions in other parts of the Site, and the Tenderer acknowledges and agrees that the sub-surface conditions may vary between test locations, at depths below which examinations, measurements and testing have been carried out and also with time and climatic conditions.
- c) It is the Tenderer's responsibility to interpret and assess the relevance of any Site Information to decide whether additional examinations, measurements and testing need to be carried out and to arrange and pay for any such further examinations, measurements and testing.
- d) The Principal does not warrant or make any representation with respect to:
 - i. the completeness, accuracy, adequacy or content of any Site Information provided to the Contractor by or on behalf of the Principal
 - ii. the completeness or adequacy of any Reliance Information, or
 - iii. any interpretations, deductions, opinions or conclusions set out in any such Site Information or Reliance Information.
- e) The Tenderer, by lodging a Tender, warrants that it has done all of the things in Clause 12.1(b) of the General Conditions of Contract as to the conditions relating to the Site and to have allowed for such conditions in its Tender Price.

22.2 Insurance information

- a) Where the Principal has arranged insurance in accordance with Alternative 1 of Clauses 19 and 20 of the General Conditions of Contract, the Principal Arranged Insurance does not:
 - i. limit, reduce or affect any liabilities and obligations that the Contractor has under the Contract, or
 - ii. prevent the Contractor from taking out, at its own cost, any additional insurance it considers necessary.
- b) Copies of the Principal Arranged Insurance policies, together with the procedures for making a Claim under the policies, are available for inspection on the website maintained by the

Principal. The website address for accessing the policies is provided in Item 9F of the Annexure to these Conditions of Tendering.

- c) The insurance policies arranged by the Principal are subject to excesses and deductibles. The Tenderer's attention is drawn to Clause 21.7 of the General Conditions of Contract.

22.3 Registered Suppliers

Suppliers of certain high risk and specialised products and services shall be registered with the Department as a condition of undertaking work under the Contract. Details of the registration requirements are set out in the relevant Specifications.

23 Public Utility Plant

- a) This Clause 23 applies if Item 10A of the Annexure to these Conditions of Tendering specifies Public Utility Plant that will be affected by the work under the Contract.
- b) The Principal has made arrangements with the responsible Authority for relocation of the affected utilities. The Tenderer may inspect copies of any relevant correspondence and/or agreements with responsible authorities at the location stated in Item 10B of the Annexure to these Conditions of Tendering by making arrangements with the person nominated in that Item.
- c) The Principal may issue a Notice to Tenderers with updated information regarding the status of affected utilities.

24 Privacy and confidential information

24.1 Use and disclosure of Personal Information by the department

- a) The Principal is required to comply with the *Information Privacy Act 2009* (Qld).
- b) Any Personal Information received by the Principal from the Tenderer:
 - i. may be used by the Principal, without limitation, for the purpose of assessing Tenders and administering any subsequent Contract
 - ii. may be disclosed to a third party for the purpose of conducting financial checks, and
 - iii. will not be disclosed to any other third party without consent of the Tenderer, except where authorised or required by the legislative requirements.

24.2 Tenderer's acknowledgement

- a) The Tenderer acknowledges that the *Right to Information Act 2009* (Qld) (RTI Act):
 - i. provides members of the public with a legally enforceable right to access documents held by Queensland Government agencies, and
 - ii. requires that documents be disclosed upon request, unless the documents are exempt or on balance, disclosure is contrary to the public interest.
- b) The Tenderer acknowledges that any information provided to the Principal by the Tenderer (including information contained in the Tender and in any other submissions either before or after the Date of Lodgement of Tender) is potentially subject to disclosure to third parties.

- c) The Tenderer may indicate when lodging a Tender if it has substantial concerns to regarding the disclosure of any information mentioned in Clause 24.2(a) of these Conditions of Tendering, because it would disclose trade secrets, information of commercial value, the purpose or results of research or other information of a confidential nature. However, the Principal provides no warranty that any information provided by the Tenderer will be protected from disclosure under the RTI Act.

24.3 Confidentiality

- a) Information supplied by the Principal (including the Tender Documents or any other information provided by the Principal pursuant to these Conditions of Tendering) shall be regarded as confidential and shall not be disclosed by the Tenderer to any person or use for any purpose other than complying with these Conditions of Tendering except to the extent:
 - i. the information is already generally known to the public
 - ii. the Principal has given its prior written consent (which consent shall not be unreasonably withheld)
 - iii. disclosure is required because of any legislative requirement
 - iv. information is disclosed to and used by a professional advisor or an insurer or financier, or
 - v. a Subcontractor or Consultant (who is contractually bound to keep the information confidential)

and in any case only for the purpose of allowing the party to comply with these Conditions of Tendering.

- b) The Contractor shall ensure that the Tender Documents are used, copied and supplied only for the purpose of the work under the Contract.
- c) Upon written request by the Principal:
 - i. the Tenderer's right to use the information supplied by the Principal ceases, and
 - ii. the Tenderer shall, immediately at the Principal's direction:
 - i. return to the Principal
 - ii. destroy and certify this in writing to the Principal, or
 - iii. destroy and permit a representative of the Principal to witness the destruction of all of the Principal's information in the Tenderer's possession or control, except for information that the Tenderer is required to retain by law or for reasons of good corporate governance consistent with the Tenderer's normal practices.

24.4 Information to be published

- a) Despite any provision of the Tender Document or a Tender, the Principal may publish, online or by any other means, the following details:
 - i. name and address of the Principal under the Contract
 - ii. a description of the Works
 - iii. the Contract Sum and the Date of Acceptance of Tender
 - iv. the name and address of the Tenderer who received a Letter of Acceptance, and

- v. the procurement method used.
- b) Any proposed variation by the Tenderer to this Clause 24 which takes away or reduces the entitlements that would otherwise be provided to the Principal under this Clause 24.4 will be rejected.

24.5 Identity of prospective Tenderers

Upon receipt of a written request by an interested party, the Principal may, in its absolute discretion, disclose the identity of the Tenderer.

25 Intellectual property

- a) The Tender and any Alternative Tender, including all supporting documents, is the property of the Tenderer. The Tenderer retains ownership of intellectual property in its Tender and any Alternative Tender; however, in consideration of the amount detailed in its Tender and any Alternative Tender, the Tenderer grants to the Principal an irrevocable royalty free licence to use any intellectual property that subsists in the Tenderer's Tender or Alternative Tender upon the acceptance by the Principal of the Tenderer's Tender or Alternative Tender.
- b) All payments and royalties payable in respect of any letters patent, design, trade mark or name, copyright or other protected right, shall be included by the Tenderer in its Tender and any Alternative Tender, and shall be paid by the Tenderer to the person or persons, corporation or other body to whom they may be due or payable.
- c) The Tenderer shall indemnify and, at all times, keep the Principal indemnified against any action, Claim or demand, costs or expenses arising from or incurred by reason of any infringement or alleged infringement of any of these.

26 Work health and safety accreditation

26.1 General

- a) This Clause 26 applies if the Work Health and Safety (WHS) Accreditation Scheme is specified in Item 11A of the Annexure to these Conditions of Tendering to apply.
- b) The Australian Government is committed to improving WHS outcomes in the building and construction industry. An important initiative to achieve this is the Australian Government Building and Construction WHS Accreditation Scheme (Scheme). The Scheme is established by the *Building and Construction Industry (Improving Productivity) Act 2016* (BCIIP Act) and specified in the Fair Work (Building Industry – Accreditation Scheme) Regulations 2016 (FW Regulations).

26.2 Compliance with Scheme

- a) The Tenderer shall be accredited under the Scheme when entering into Contracts for building work covered by the Scheme (the Works under the Contract) and maintain accreditation under that Scheme while the Works are being carried out and for the duration of the Contract.
- b) The Tenderer shall comply with all conditions of Scheme accreditation.
- c) Persons seeking accreditation are required to submit an application, addressing specific occupational health and safety criteria, to the Office of the Federal Safety Commissioner (OFSC).

- d) More information on the Scheme is available on the Federal Safety Commissioner (FSC) website at the following link: <http://www.fsc.gov.au/sites/FSC> or by contacting the OFSC on 1800 652 500.

26.3 Additional requirements for Joint Ventures

If the Tenderer is a proposed Joint Venture, the following additional requirements apply:

- a) the Tenderer shall have obtained approval under the Scheme to pursue this Tender prior to the end of the prequalification check period which occurs during the Tender Assessment Period, and
- b) if the Joint Venture includes a party which is Prequalified under the Prequalification Guidelines, but not accredited under the WHS Accreditation Scheme, then the other party to the Joint Venture shall be accredited under the Scheme, and the Joint Venture shall:
 - i. comply with the requirements of Regulation 24(1)(h) of the FW Regulations in relation to information required to be provided to the FSC, and
 - ii. submit evidence of the Joint Venturer's application to the FSC made in accordance with Regulation 24(1)(h) of the FW Regulations.

27 The Building Code

27.1 General

The Tenderer's attention is drawn to the Building Code 2016. The Building Code is available at <https://www.abcc.gov.au/building-code>.

The Principal shall provide notification to the ABCC by using the tender notification form as soon as practicable after issuing a request for expressions of interest or requests for tender (howsoever described) for the works.

The Principal shall notify the ABCC who the Contract was awarded to following the issuance of letter of award.

27.2 Conditions for participation

If specified in Item 13E, it is a condition that the Tenderer comply with the Building Code.

27.3 Tenderer's acknowledgement and agreement

By submitting an expression of interest or Tender to undertake the Works (or Services), the Tenderer is:

- a) deemed to have read, and
- b) agrees to and will become subject to the Building Code.

27.4 Not used

27.5 Projects to which the Building Code applies

The Tenderer should be aware that the Building Code applies to the project which is the subject of these Tender Documents.

27.6 Declaration of Compliance

The Tenderer is required to comply with the Building Code. As part of its Tender response, the Tenderer shall submit a signed Declaration of Compliance in accordance with the Declaration of Compliance attached to Tender Schedule S5.

27A Employment and training opportunities

- a) While acknowledging that value for money is the core principle underpinning decisions on government procurement, the Tenderer should note that when assessing Tenders, preference may be given to Tenders that demonstrate a commitment to:
 - i. adding and/or retaining trainees and apprentices
 - ii. increasing the participation of women in all aspects of the industry, or
 - iii. promoting employment and training opportunities for Indigenous Australians in regions where significant Indigenous populations exist.
- b) This Clause 27A(b) applies if the Queensland Building and Construction Training Policy (Training Policy) is specified in Item 13M of the Annexure to these Conditions of Tendering to apply. By submitting a Tender, the Tenderer acknowledges and agrees that it:
 - i. is aware that the Training Policy applies on this project
 - ii. will comply with the Training Policy on this project.
- c) If Item 13J of the Annexure to these Conditions of Tendering specifies that the Tender Documents pertain to a project nominated by the Principal as an Indigenous Project, the following additional requirements shall apply:
 - i. For Indigenous projects, it is a priority that the core deemed hours requirement of the Queensland Building and Construction Training Policy (Training Policy) be met by Aboriginal and Torres Strait Islander apprentices and trainees and local Aboriginal and Torres Strait Island workers.
 - ii. In addition to this, the Training Policy requires that an additional amount, equivalent to a further 10 per cent of the total labour hours (which equates to a minimum of 1.5 per cent of the estimated project value, including GST) be allocated towards an agreed Indigenous Economic Opportunities (IEO) Plan.
 - iii. The Tenderer shall submit a Tender Schedule S8 Indigenous Economic Opportunities (IEO) Plan Outline which satisfy the requirements of the Indigenous Economic Opportunities (IEO) Overview provided by the Principal in Part 5 Additional Contract Requirements.
 - iv. The Tenderer acknowledges that the Principal's acceptance of its Tender, if deemed successful, is contingent upon the Tenderer's submission of a detailed Indigenous Economic Opportunities (IEO) Plan, fully agreed with and signed by the Principal, the relevant council as identified by the Principal in the IEO Overview, and the Tenderer, within the timeframe specified in the Indigenous Economic Opportunities Overview located in Part 5 Additional Contract Requirements.

28 Queensland Code

28.1 General

- a) This Clause 28 applies if the Queensland Code is specified in Item 13F of the Annexure to these Conditions of Tendering to apply.
- b) The Queensland Government's *Code of Practice for the Building and Construction Industry* (Queensland Code) will apply to this project.
- c) The Queensland Code is available from:
<https://www.oir.qld.gov.au/industrial-relations/building-and-construction-code-practice-2000>.

28.2 Conditions for participation

By submitting a Tender, the Tenderer acknowledges its understanding and agreement that:

- a) compliance with the Queensland Code is an essential condition to being considered for the Tender by submitting an expression of interest or Tender, the Tenderer agrees to comply with the Queensland Code on all future Queensland Government projects, whether or not successful in this Tender, and
- b) any party which is precluded from performing Works to which the Queensland Code applies is excluded from consideration for the Tender.

28.3 Primary obligations

By submitting a Tender, the Tenderer acknowledges and agrees that it:

- a) is not precluded from performing Works to which the Queensland Code applies
- b) is aware that the Queensland Code applies to the project
- c) is deemed to have read and understood the Queensland Code and the obligations it imposes
- d) will comply with the Queensland Code on this project
- e) will agree, if successful in the Tender, to contractual terms to give effect to the Queensland Code and mechanisms to ensure their compliance and enforcement, and
- f) will comply with, and all of its related entities will comply with, the Queensland Code in respect of any of their Queensland Government building and construction work on and from the Date of Lodgement of Tender.

28.4 Cost, efficiency, productivity and Workplace safety

The Tenderer admits that by submitting a Tender, it agrees to the department and authorised personnel of the Australian Building and Construction Commission (ABCC) taking steps to investigate Claims and assertions made by the Tenderer in any of the documents referred to in Clause 28 of these Conditions of Tendering before any Contract is awarded. The Tenderer acknowledges and agrees that cooperation with the Client Agency and the ABCC is an essential component of the Tender process. Cooperation by the Tenderer will include allowing the Client Agency and authorised personnel of the ABCC to:

- i. access premises and Sites controlled by the Tenderer or its related entities
- ii. monitor and investigate compliance with the Queensland Code, including inspecting and copying relevant records and documents

- iii. inspect any work, material, machinery appliance, article or facility, and
- iv. interview any person,

as is necessary to investigate the Tenderer's Claims or to demonstrate the Tenderer's current or, where relevant, past compliance with the Queensland Code during the Tender process.

28.5 Disclosure of information

Notwithstanding any other provision of the Tender, the Tenderer agrees and consents to the disclosure of information concerning the Tenderer's and the Tenderer's related entities, compliance with the Queensland Code, including the disclosure of details of past and present conduct relating to the Queensland Code, and the Building Code as varied from time to time, including whether or not sanctions have been imposed on the Tenderer or any of its related entities by the Commonwealth or a State or any government agency. This consent is given to the State of Queensland, including its agencies (including the Client Agency), ministers and the ABCC (and its authorised personnel) for purposes including monitoring and investigating compliance and ensuring, facilitating and promoting compliance with the Queensland Code.

28.6 Subcontractors and consultants

Where the Tenderer proposes to subcontract a part of the work under the Contract, and it is authorised to do so, it agrees that it will ensure, through Contract, that each Subcontractor or consultant agrees to:

- a) the Items in Clauses 28.2 and 28.5 of these Conditions of Tendering in respect of the relevant Subcontractor or consultant
- b) comply with the applicable plans and policies on the project referred to in Clause 28.4 of these Conditions of Tendering, and
- c) where a Nominated Subcontractor or Consultant is proposed in Tender Documents, that nominated party cooperates with Queensland Government authorised personnel during the Tender process for purposes outlined in Clause 28.4 of these Conditions of Tendering.

29 Mandatory Tender Schedules required for all Tenders

29.1 Requirements

- a) The Tenderer shall complete, in every detail, Tender Schedules M, M1 to M10 in accordance with the requirements of this Clause 29.
- b) If there is an Electronic Tendering System and electronic copy Tender submission is specified:
 - i. the Tender Schedules shall be formatted to allow printing on standard metric paper size not greater than A3, and
 - ii. scanned copies of attachments to the Tender Schedules must be legible.
- c) If hard copy Tender submission is specified, the Tender Schedules shall:
 - i. be printed on good quality paper of standard metric paper size not greater than A3, and
 - ii. be legible and capable of being photocopied legibly.

29.2 Tender Schedule M1 – Schedule of Rates

- a) This Clause 29.2 applies to a Schedule of Rates Contract or for the Schedule of Rates part of a part Schedule of Rates and part lump sum Contract.
- b) In this Clause 29.2, the following terms refer to the column in the Schedule of Rates with the same name:
 - i. unit of measurement column
 - ii. quantity column
 - iii. unit rate column
 - iv. amount column.
- c) The Tenderer shall complete the Schedule of Rates as follows:
 - i. If an Item incorporates a specific unit of measurement in the unit of measurement column and a quantity in the quantity column, the Tenderer shall insert:
 - i. a unit rate in the unit rate column, and
 - ii. an extended amount, calculated by multiplying the unit rate by the quantity, in the 'amount' column.
 - ii. If an Item incorporates the words 'lump sum' in the 'unit of measurement' column and a dash or a blank space in the 'quantity' column, the Tenderer shall insert an amount in the 'amount' column.
 - iii. The unit rates or lump sums described in Clauses 29.2(c)(i) and 29.2(c)(ii) shall be exclusive of GST and less any direct or indirect savings which result from the removal of or the reduction in any federal or state taxes, duties, imposts levies, fees or charges if that removal or reduction is part of or related to the commencement and implementation of the GST legislation.
 - iv. The total of all the amounts in the 'amount' columns for each part shall be copied to the Schedule Summary (Tender Schedule M).
 - v. The amount of GST calculated on amounts included in the Schedule Summary pursuant to Clause 29.2(c)(iv) (as if that summation was a supply to the Principal by the Tenderer) shall be separately itemised in the Schedule Summary.
- d) If the Tenderer believes that the Items contained in the Schedule of Rates do not fully represent the work described in the Tender Documents, the Tenderer may include additional Items in its Tender. Additional Items shall be accompanied by a description, unit of measurement, quantity, unit rate and extended amount and by a comprehensive list of work operations similar to those used to describe the standard Work Items contained in the Standard Specifications.
- e) The Tenderer shall not alter any quantities included in the Schedule of Rates.
- f) For a Schedule of Rates Contract, the sum of all the amounts in the 'amount' column of the Schedule Summary, including the amount of GST, as provided for in Clauses 29.2(c)(iv) and 29.2(c)(v), shall equal the Tender Price.

- g) The unit rate or lump sum amount, plus a pro rata apportionment of the amount of GST, shall be deemed to be the tendered rate per unit of measurement or the tendered lump sum amount for carrying out work represented by that Item.

29.3 Tender Schedule M2 – Schedule of Prices

29.3.1 General

- a) This Clause 29.3 applies to a Lump Sum Contract or the Lump Sum part of a part Schedule of Rates and part Lump Sum Contract.
- b) In this Clause 29.3, the following terms have the following meanings:
 - i. 'amount column' means the column in the Schedule of Prices headed 'lump sum amount', and
 - ii. 'lump sum summary' means the part of the Schedule of Prices with the same name.
- c) The Tenderer shall complete the Schedule of Prices as follows:
 - i. insert amounts in the 'amount' column for each of the nominated Items of the Schedule of Prices for each part
 - ii. total all the amounts in the 'amount' column of each part and then transfer the total for each part to the lump sum summary, and
 - iii. to the summation of the amounts for each part in the lump sum summary, add the amount of GST calculated as if that summation was a supply to the department by the Tenderer.
- d) For each of the Items of a lump sum Contract, or the lump sum part of a part Schedule of Rates Contract and part lump sum Contract, the lump sum amounts are to be:
 - i. exclusive of GST, and
 - ii. less any direct or indirect savings which result from the removal of or the reduction in any federal or state taxes, duties, imposts, levies, fees or charges where that removal or reduction is part of or related to the commencement and implementation of the GST Legislation.

29.3.2 For lump sum Contracts

- a) This Clause 29.3.2 applies to a lump sum Contract.
- b) The total of the sum of the amounts in the 'amount' column of the Lump Sum Summary, including the amount of GST shall equal the Tender Price.

29.3.3 For part Schedule of Rates part lump sum Contracts

- a) This Clause 29.3.3 applies to a part Schedule of Rates and part lump sum Contract.
- b) For the lump sum part of the Contract:
 - i. the Tenderer shall transfer:
 - i. to the Schedule Summary the total for each part of the Schedule of Rates parts (without transferring the GST amount), and
 - ii. to the lump sum summary (less the GST amount) the sum of the lump sum parts, and

- ii. for each of the totals, the amount of GST must be added as if each total was a supply to the Principal by the Tenderer.
- c) The total of the amounts in the 'amount' column of the Schedule Summary and the amount of GST shall equal the Tender Price.
- d) The unit rate, 'lump sum' or lump sum amount for an Item, plus a pro rata apportionment of the amount of GST, shall be deemed to be the tendered rate per unit of measurement or the tendered lump sum amount or the tendered lump sum amount for carrying out work represented by that Item.

29.3.4 Schedule of Rates for variations

- a) This Clause 29.3.4 applies where a Schedule of Rates for variations is provided as part of the Schedule of Prices.
- b) The Tenderer shall insert a unit rate against each Item in the Schedule and these rates are to be exclusive of GST.
- c) Any valuations undertaken using these rates are to have the amount of GST added as if the supply in relation to which the valuation is made was a supply to the Principal by the Tenderer.
- d) Any such unit rates may be used in the evaluation of Tenders.

29.4 Tender Schedule M3 – Planned Cash Flow Schedule

- a) The Tenderer shall provide, in Tender Schedule M3, the expected amounts of Claims for payment for each month up to the Date for Practical Completion (Planned Cash Flow Schedule).
- b) The amounts inserted in the Planned Cash Flow Schedule shall be consistent with the Tender Program and the Schedule of Prices and/or the Schedule of Rates and include the amount of GST.

29.5 Tender Schedule M4 – Tender Program

- a) The Tenderer shall provide a program with its Tender which shows the periods of time for each phase of construction of the work under the Contract and the sequence of such phases necessary to complete the Works prior to the Date for Practical Completion (Tender Program).
- b) The Tender Program shall be in a form similar to that required for a Construction Program by Clause 33.4 of the General Conditions of Contract.
- c) The Tender Program shall be consistent with the Planned Cash Flow Schedule and the Schedule of Rates and/or the Schedule of Prices.

29.6 Tender Schedule M5 – form of Security

The Tenderer shall indicate, in Tender Schedule M5, the form(s) of security it intends to lodge in accordance with Clause 5 of the General Conditions of Contract.

29.7 Tender Schedule M6 – Receipt of Notices to Tenderers

For each Notice to Tenderers issued prior to the Time for Lodgement, the Tenderer shall list the following in Schedule M6:

- a) the number of the Notice

- b) the date of the Notice, and
- c) the number of pages comprising the Notice, including all attachments.

29.8 Tender Schedule M7 – Daywork Schedule

The Tenderer shall provide, in Tender Schedule M7, unit rates for all personnel, plant and equipment it proposes to employ on work under the Contract. The unit rates shall include, and will be deemed to include, all charges in accordance with Tender Schedule M7.

29.9 Tender Schedule M8 – Prequalification Requirements

If there are Prequalification Requirements, the Tenderer shall:

- a) if the Tenderer satisfies the Prequalification Requirements, provide a statement in Schedule M8, and
- b) if the Tenderer does not meet the Prequalification Requirements for a minor component of the work under the Contract, the Tenderer shall nominate in Tender Schedule M8 a Subcontractor who meets the Prequalification Requirements for that minor component.

29.10 Tender Schedule M9 – Designer of Reinforced Soil Structure

If a Reinforced Soil Structure comprises part of the Works, the Tenderer shall complete Tender Schedule M9 in accordance with Clause 33 of these Conditions of Tendering.

29.11 Tender Schedule M10 – Overheads and Margin

- a) The Tenderer shall provide, on Tender Schedule M10, the proposed overheads and profit margin percentages that may be used by the Administrator in the valuation of variations and Claims in accordance with the Conditions of Contract.
- b) The Tenderer acknowledges that the figures for 'Direct Costs' provided by the Principal in the Tender Schedule M10 are purely arbitrary and intended solely for Tender assessment stage sensitivity analysis and deriving the indicative cost implication of the Tenderer's proposed percentages for overheads and margin. The resulting figure for the 'Amount to Tender Schedule M' shall not form part of the Tender Price, nor the Contract Sum should the Tenderer be declared as the successful Tenderer by the Principal.
- c) The Tenderer's proposed percentages for overheads and margins, once accepted by the Principal in conjunction with a successful Tender, is binding upon the Tenderer throughout the life of the Contract.

30 Additional Tender Schedules at Principal's request

30.1 General

- a) This Clause 30 applies if, whether before or after the Time for Lodgement, the department requests:
 - i. the Tenderer to complete Tender Schedules P1 to P8 (or part thereof), and
 - ii. further information from the Tenderer regarding the information supplied in these Schedules.
- b) The Principal may choose to not consider the Tender any further if:

- i. the Tenderer fails to provide the completed Tender Schedules P1 to P8 within three Business Days of any Notice requesting such Tender Schedules, or
- ii. the Principal determines that the contents of these Schedules and any additional material supplied represent an unacceptable risk to the department.

30.2 Tender Schedule P1 – Current Work Commitments

The Tenderer shall provide, in Tender Schedule P1, details of its progress on any construction/building projects currently underway, including:

- a) brief description/location
- b) start date and expected Date of Practical Completion
- c) Contract amount and estimated variations, and
- d) amounts paid to the Tenderer to date.

30.3 Tender Schedule P2 – Current Security Exposure

The Tenderer shall provide, in Tender Schedule P2, details of its current security responsibilities for the projects nominated in Tender Schedule P1 (and any other relevant projects), including:

- a) amounts involved, and
- b) expected dates of release.

30.4 Tender Schedule P3 – Current Cash Flow

The Tenderer shall provide, in Tender Schedule P3, details of its current and estimated cash flow (assuming that this Tender was successful) in accordance with the requirements set out in *Financial Information, Assessment Schedules and Guidelines* as described in TIPDS Volume 3.

30.5 Tender Schedule P4 – Schedule of Subcontractors and Suppliers

- a) The Tenderer shall provide, in Tender Schedule P4, the names and addresses of all:
 - i. Subcontractors it proposes to engage to undertake subcontract Works in excess of \$50,000, and
 - ii. registered suppliers it proposes to engage regardless of the amount.
- b) Where subcontract and material supply arrangements are yet to be confirmed, the Tenderer shall provide a list of such Works and material supply arrangements as are intended to be subcontracted.

30.6 Tender Schedule P5 – Schedule of Key Personnel

- a) The Tenderer shall provide, in Tender Schedule P5, the names of proposed key personnel, the corresponding positions and claimed Experience Levels, as well as current locations and expected dates of availability for this project. Where actual names have not been decided, a list of suitable names, together with corresponding Experience Levels as required by the Contract, for each key personnel shall be provided. It shall be the clear intention of the Tenderer that the actual persons to be employed on the Contract in key positions will be drawn from the list provided in Tender Schedule P5. The Tenderer will ensure that the actual persons to be employed on the Contract in key positions are made aware of their nomination.
- b) The Tenderer should note that:

- i. the Principal has specified in Annexure A to the Contract (Contract Details), the Experience Levels corresponding to each key position required for the Contract
 - ii. if an Experience Level has not been specified for a key position, the default Experience Level for such key position based on the Prequalification Requirements of the Contract shall apply (refer to TIPDS Volume 3A Appendix B Capability and Experience)
 - iii. where the Tenderer did not claim an Experience Level for a nominated key personnel, then the full details in accordance with TIPDS shall be included with Tender Schedule P5 for assessment
 - iv. the Principal may request, and the Tenderer shall provide, additional information that may facilitate the assessment for suitability of any or all nominated key personnel
 - v. the Tenderer shall attend any post-Tender meeting organised by the Principal to discuss any matter with respect to the Tenderer's nominated key personnel and supporting documentation provided to the Principal
 - vi. where the nominated key personnel do not correspond with the key personnel who were given an Experience Level at prequalification, or their replacements do not have equivalent or superior Experience Levels, then the Principal may decline to consider the Tender and may take action that may result in cancellation, suspension or downgrading of the Tenderer's Prequalification Level.
- c) A simple chart showing the Tenderer's organisation structure for the Contract shall be attached to Tender Schedule P5.

30.7 Tender Schedule P6 – Critical Plant and Equipment Schedule

- a) The Tenderer shall provide, in Tender Schedule P6, a list of the types, numbers, source and availability of plant it proposes to employ on work under the Contract (Plant Schedule). The Plant Schedule shall include mobilisation and demobilisation dates for all plant listed.
- b) The Plant Schedule shall be consistent with the Tender Program, the Planned Cash Flow Schedule and the Schedule of Prices and/or the Schedule of Rates.

30.8 Tender Schedule P7 – Site Establishment and Camp Statement

The Tenderer shall provide on Tender Schedule P7:

- a) a statement detailing the major Items of cost which, when totalled, comprise the tendered amount for Site establishment and disestablishment, plus the portion of the GST included in the Schedule of Prices and/or Schedule of Rates applicable to this amount.
- b) a statement detailing the offices, amenities, workshops and other buildings which it intends to provide throughout the construction period, and
- c) where appropriate, a statement detailing the camp housing and equipment which it intends to provide throughout the construction period.

30.9 Tender Schedule P8 – Design of Reinforced Soil Structure

The Tenderer shall complete Tender Schedule P8 (if required) in accordance with Clause 33.2 of these Conditions of Tendering.

31 Project Specific Tender Schedules

31.1 Tender Schedule S1 – Quality Plan Outline

- a) This Clause 31.1 applies if Item 13A of the Annexure to these Conditions of Tendering specifies that the Tender shall include Tender Schedule S1 – Quality Plan Outline.
- b) The Tenderer shall provide with its Tender, on or attached to Tender Schedule S1, an outline of its Quality Plan for construction of the work under the Contract.
- c) Processes and/or procedures which are specifically nominated at the top of Tender Schedule S1 shall be described in detail in the Quality Plan Outline.

31.2 Tender Schedule S2 – Environmental Management Plan Outline

- a) This Clause 31.2 applies if Item 13B of the Annexure to these Conditions of Tendering specifies that the Tender shall include Tender Schedule S2 – Environmental Management Plan Outline.
- b) The Tenderer shall provide with its Tender, on or attached to Tender Schedule S2, an outline of its Environmental Management Plan which must include, at a minimum, brief details of the following for each of the elements listed in the Standard Specifications:
 - i. temporary measures to be implemented and monitored up to the Date of Practical Completion which will ensure compliance with the requirements of the *Environmental Protection Act 1994* and the Tender Documents
 - ii. temporary and permanent measures that will mitigate against the impact of the project
 - iii. frequency and nature of the compliance testing program for environmental issues
 - iv. any measures to be implemented during the Defects Liability Period, and
 - v. Hold Points.
- c) Alternatively, where specific requirements are stated at the top of Tender Schedule S2, such requirements shall be addressed in Tender Schedule S2 – Environmental Management Plan Outline in lieu of the requirements set out in Clause 31.2(b) of these Conditions of Tendering.

31.3 Tender Schedule S3 – Traffic Management Plan Outline

- a) This Clause 31.3 applies if Item 13C of the Annexure to these Conditions of Tendering specifies that the Tender shall include Tender Schedule S3 – Traffic Management Plan Outline.
- b) The Tenderer shall provide with its Tender, on or attached to Tender Schedule S3, an outline of its Traffic Management Plan which must include at least brief details of:
 - i. any changes to existing traffic arrangements and their timing, including permanent and temporary traffic diversion
 - ii. any Temporary Works
 - iii. methods of communication of any traffic changes to the public
 - iv. signing and delineation
 - v. maintenance of vehicular and pedestrian access for land adjoining the Site

- vi. specific arrangements for pedestrians
- vii. specific arrangements for installation of cross-bridge girders if any, and
- viii. traffic management inspection requirements as per Clause 7 of MRTS02.
- c) Where specific requirements are stated at the top of Tender Schedule S3, such requirements shall also be addressed in the Traffic Management Plan Outline.
- d) In addition to details required in Tender Schedule S3, the Tenderer must include details of the traffic management company or companies nominated to carry out work under the Contract, including without limitation companies engaged to provide Traffic Management Plans.
- e) Only traffic management companies that are registered are eligible to work on state-controlled roads. To be registered, a traffic management company shall hold a certificate of registration issued by the Department and be listed on the Department's website.

31.4 Tender Schedule S4 – Queensland Charter for Local Content Compliance Outline

- a) This Clause 31.4 applies if Item 13D of the Annexure to these Conditions of Tendering specifies that the Tender shall include a completed Tender Schedule S4 – Queensland Charter for Local Content Compliance Outline.
- b) The Tenderer shall provide details that sufficiently address the compliance criteria listed in Tender Schedule S4.

31.5 Tender Schedule S5 – Building Code Compliance Outline

- a) This Clause 31.5 applies if Item 13E(a) of the Annexure to these Conditions of Tendering specifies that the Tender shall include a completed Tender Schedule S5 – *Building Code Compliance Outline* in accordance with the provisions of Clause 27 of these Conditions of Tendering.
- b) The Tenderer shall provide details that sufficiently address the compliance criteria listed in Tender Schedule S5.

31.6 Tender Schedule S6 – Queensland Code Compliance Schedule

- a) This Clause 31.6 applies if Item 13F of the Annexure to these Conditions of Tendering specifies that the Tender shall include Tender Schedule S6 – Queensland Code Compliance Schedule in accordance with the provisions of Clause 28 of these Conditions of Tendering.
- b) The Tenderer shall attach to its Tender a completed Tender Schedule S6, properly executed by or on behalf of the Tenderer.

31.7 Not Used

31.8 Tender Schedule S8 – Indigenous Economic Opportunities (IEO) Plan Outline

- a) This Clause 31.8 applies if Item 13J of the Annexure to these Conditions of Tendering specifies that the Tender shall include a completed Tender Schedule S8 – Indigenous Economic Opportunities Plan Outline.
- b) The Indigenous Economic Opportunities Plan Outline shall satisfy in all aspects the project-specific criteria described in the Principal-supplied Indigenous Economic Opportunities Overview and provisions stipulated in the Clause Bank (C7836), enclosed within Part 5 Additional Contract Requirements.

31.9 Tender Schedule S9 - Queensland Procurement Policy

- a) This Clause 31.9 applies, and the Tender shall include a completed Tender Schedule S9 – Queensland Procurement Policy compliance
- b) The Tenderer shall provide details that sufficiently address the compliance criteria listed in Tender Schedule S9.
- c) Please refer to additional Clause 99.1 of the Clause Bank for additional monthly reporting on progress with achieving 'local' business participation.

31.10 Tender Schedule S10 – The Ethical Supplier Threshold

- a) This Clause 31.10 applies, and the Tender shall include a completed Tender Schedule S10 – The Ethical Supplier Threshold
- b) It is a mandatory criterion that the Tenderer shall comply with the Ethical Supplier Threshold (Threshold)

Please refer to additional Clause 99.3 of the Clause Bank for additional information

31.11 Tender Schedule S11 – Indigenous Participation Target Outline

This Clause applies if Item 13N of the Annexure to these Conditions of Tendering specifies that the Tender shall include a completed Tender Schedule S11 – Indigenous Participation Target Outline.

Please refer to additional Clause 16 of the Clause Bank for additional information.

31.12 Extra Criteria Tender Schedules – for Tenders with Non Price Criteria

- a) This Clause 31.12 applies if Item 13H of the Annexure to these Conditions of Tendering specifies that the Tender must include Extra Criteria (EC) Tender Schedules.
- b) The Tenderer shall provide with its Tender duly accomplished EC Tender Schedules that address all the non-price selection criteria enumerated in Item 8B of the Annexure to these Conditions of Tendering.

32 Tender Schedules for alternatives designed by the Tenderer

32.1 General

- a) This Clause 32 applies if the Tenderer lodges an Alternative Tender in accordance with Clause 10 of these Conditions of Tendering.
- b) The Tenderer may provide with its Alternative Tender, Tender Schedules D1, D2 and D3 (or equivalent), together with other required documentation, in accordance with this Clause 32.

32.2 Tender Schedule D1 – Schedule of Prices (Alternative Design)

The Tenderer must:

- a) complete the relevant additional Schedule of Prices in Tender Schedule D1 (in the same form as required for Schedule M2 under Clause 29.3), and
- b) provide all lump sum Items and amounts necessary to complete the work under the Contract.

32.3 Tender Schedule D2 – Alternative Design

- a) The Tenderer must carry out the design (or sufficient of the design as the Tenderer deems necessary) and submit with its Tender sufficient information to enable its design to be evaluated for compliance with the Tender Documents.
- b) The submission must be made on or attached to Tender Schedule D2 and shall include, without limitation:
 - i. outline Drawings describing proposed geometry, including dimensions, drainage provision, reinforcement arrangement, and arrangement and finish
 - ii. a statement acknowledging that the design is in accordance with relevant Departmental Standard Specifications, and
 - iii. outline calculations demonstrating feasibility of proposed system.
- c) The successful Tenderer's obligation to comply with the requirements of the Contract shall not be affected by the provision of this information and the acceptance of a Tender incorporating this information.

32.4 Tender Schedule D3 – Designer of Alternative Design

The Tenderer must include, in Tender Schedule D3, at least the following information relating to the designer of the alternative design under the Alternative Tender:

- a) company name and address
- b) recent experience in relevant design
- c) name and experience of certifying designer, and
- d) name and experience of design expert.

32.5 Design and construction standards

- a) If the Tenderer's Alternative Tender includes a reduction of any of the minimum design or construction standards as set out in the Tender Documents:
 - i. it will nominate these with its Tender, and
 - ii. if requested by the Principal, seek the written approval of the Principal for the implementation of any reduced standards.
- b) If any reduced standards are accepted by the Principal:
 - i. the Defects Liability Period for the parts of the Works covered by the alternative design shall be extended to its design life
 - ii. the successful Tenderer shall indemnify the Principal against property damage as provided in Clause 17.1 of the General Conditions of Contract for the design life of the parts of the Works covered by the alternative design, and
 - iii. the successful Tenderer shall take out an additional public liability insurance policy for an amount determined by the Principal for the design life of the parts of the Works covered by the alternative design in addition to the requirements of Clause 19 of the General Conditions of Contract.

- c) Any approval, permission to use or rejection of reduced standards by the Department shall in no way limit or exclude the successful Tenderers' liabilities and obligation under the Contract.
- d) The Tenderer's attention is drawn to Clause 8.6 of the General Conditions of Contract in relation to the requirements for designs provided by the Contractor.

33 Tender Schedules for Reinforced Soil Structures

33.1 General

- a) This Clause 33 applies where the Works include a Reinforced Soil Structure.
- b) Terms used in Clause 33 are as defined in the department's Specification *MRTS06 Reinforced Soil Structures*.
- c) The Tenderer must:
 - i. provide all required lump sum amounts in the Schedule of Rates (Schedule M1) or Schedule of Prices (Schedule M2) as appropriate
 - ii. carry out the design of the Reinforced Soil Structure (or sufficient of the design of the Reinforced Soil Structure as the Tenderer deems necessary), and
 - iii. submit sufficient information with its Tender to enable its design to be evaluated for compliance with the Tender Documents.

33.2 Tender Schedule P8 – Design of Reinforced Soil Structures

- a) The information required under Clause 30.9 must be included in, or attached to, Tender Schedule P8 and shall include:
 - i. the name of the approved proprietary system
 - ii. outline Drawings describing proposed block geometry, including dimensions, drainage provision, reinforcement arrangement, and facing panel arrangement and finish
 - iii. an outline Specification for select fill including particle size distribution
 - iv. a statement acknowledging that the design is in accordance with the departmental Specification *MRTS06 Reinforced Soil Structure*, and
 - v. outline calculations demonstrating feasibility of proposed system.
- b) The successful Tenderer's obligation to comply with the requirements of the Contract shall not be affected by the provision of this information and the acceptance of a Tender incorporating this information.

33.3 Tender Schedule M9 – Designer of Reinforced Soil Structures

The Tenderer must, in situations where a Reinforced Soil Structure (RSS) forms part of the Works, include with its Tender, on Tender Schedule M9, at least the following information relating to the Designer of the RSS:

- a) company name and address
- b) recent experience in design of RSS
- c) name and experience of certifying designer, and
- d) name and experience of geotechnical expert.

33.4 Boundary of Reinforced Soil Structure

- a) The tendered lump sum amounts for the RSS must, and shall be deemed to, include full payment for all work associated with the RSS whether within the Boundary of Reinforced Soil Structure as defined in MRTS06 *Reinforced Soil Structures* or not.
- b) The remainder of the Works will be measured up to the Boundary of Reinforced Soil Structure in accordance with the provisions of the Contract.
- c) For measurement and payment purposes, the Boundary of Reinforced Soil Structure will not be varied during the Contract.

99 Additional clauses

Refer to the Conditions of Tender Annexure Item 14A for the applicable additional clauses.

Conditions of Tendering Annexure



Queensland Government

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This Annexure shall be issued as part of the Tender Documents and is to be attached to the Conditions of Tendering and shall be read as part of the Tender Documents. Clause numbers refer to clauses in the Conditions of Tendering.

Item	Issue	Tender details	
1	Availability of Tender Documents		
1A	Electronic Tendering System Clause 2.1, 8.2	Yes ☒	No ☐
		Building & Asset Services (BAS) eTender https://www.hpw.qld.gov.au/bas/etender	
1B	A Prequalification Level or Pre-registration Requirement is applicable to the Tender Clause 3.2	Yes ☒	No ☐
		Refer to Item 9 in C7820 <i>Information for Tenderers</i> for the applicable Prequalification Levels or Pre-registration Requirements.	
2	Contents of Tender		
2A	The number and format of complete copies of the Tender Clause 4.1	• Electronic (1 set)	
3	Enquiries and Pre-Tender Conferences		
3A	The name and contact details of the person to whom queries may be addressed Clause 7.1	Name:	Metropolitan Procurement
		Email:	[REDACTED]
3B	Pre-lodgement conference Clause 7.2	Not Applicable	
		Location:	Not Applicable
		Date:	Not Applicable
		Time:	Not Applicable
		Compulsory:	Yes ☐ No ☒
4	Lodgement of Tenders		
4A	Method of Lodgement Clause 8.1, 12	Electronic:	☒ https://www.hpw.qld.gov.au/bas/etender
		Hardcopy:	☐
		Hardcopy Tender Opening:	Public ☐ Private ☐
		Location:	Electronic Copy Only
4B	Time for Lodgement Clause 2.1	Day:	Tuesday
		Date:	19 October 2021
		Time:	14:00
5	Tender Validity Period		
5A	The Tender Validity Period Clause 2.1, 9	150 days	

Conditions of Tendering Annexure



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Item	Issue	Tender details															
6	Guided Tender Alternative Proposals																
6A	Guided Tender Alternative (GTA) Proposals will be accepted as part of the Tender Clause 11.1	Yes ☐	No ☒														
		If neither box is checked, Guided Tender Alternative Proposals are not to be submitted.															
6B	GTA Meeting Clause 11.2	Date:	Not Applicable														
		Location:	Not Applicable														
6C	The last date for requesting additional Individual Meetings with the Principal. Clause 11.2	Date:	Not Applicable														
7	Unusually Low Bid																
7A	Unusually Low Bid provisions will apply Clause 2.1, 14	Yes ☒															
7B	Percentage below Median Tender Price Clause 2.1, 14	10%															
8	Combined price/non price assessment																
8A	Combined price/non price assessment apply to this Tender Clause 17.2	Yes ☒	No ☐														
8B	Non price selection criteria Clause 17.2	Where non price selection criteria applies, project specific criteria must be included in the Extra Criteria schedules to capture the Tenderers' responses. <table border="1"> <thead> <tr> <th>Selection criterion</th><th>Description</th><th>Weighting factor</th></tr> </thead> <tbody> <tr> <td>KRA1</td><td rowspan="5">Refer to C7810EC1 for the KRA selection criteria, Clause 99.8 of the Annexure to the Conditions of Tendering and PSTS-06 in Part 7 for further details.</td><td>8%</td></tr> <tr> <td>KRA2</td><td>6%</td></tr> <tr> <td>KRA3</td><td>4%</td></tr> <tr> <td>KRA4</td><td>4%</td></tr> <tr> <td>KRA5</td><td>8%</td></tr> </tbody> </table>		Selection criterion	Description	Weighting factor	KRA1	Refer to C7810EC1 for the KRA selection criteria, Clause 99.8 of the Annexure to the Conditions of Tendering and PSTS-06 in Part 7 for further details.	8%	KRA2	6%	KRA3	4%	KRA4	4%	KRA5	8%
Selection criterion	Description	Weighting factor															
KRA1	Refer to C7810EC1 for the KRA selection criteria, Clause 99.8 of the Annexure to the Conditions of Tendering and PSTS-06 in Part 7 for further details.	8%															
KRA2		6%															
KRA3		4%															
KRA4		4%															
KRA5		8%															
8C	Mandatory assessment criteria apply to this Tender Clause 17.3	Yes ☐	No ☒														
8D	Mandatory criteria Clause 17.3	Where mandatory criteria apply, project specific criteria must be included in the schedules to capture the Tenderers' responses. <table border="1"> <thead> <tr> <th>Mandatory criteria</th><th>Description</th></tr> </thead> <tbody> <tr> <td>Not Applicable</td><td>Not Applicable</td></tr> </tbody> </table>		Mandatory criteria	Description	Not Applicable	Not Applicable										
Mandatory criteria	Description																
Not Applicable	Not Applicable																



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Item	Issue	Tender details	
9	Information		
9A	Description of Site Information provided by the Principal Clause 22.1	<u>Refer Design Reports in Part 7</u> - Centenary Bridge Assessment - Bridge Design - Bridge Foundation - Bridge Structural Monitoring - Geotech - Pavements - Safety in Design - Safety in Design Register - PUP - Environmental Assessment - Hydraulic - Noise Assessment - Cultural Heritage Risk Assessment - Landscape Design Addendum - Erosion and Sedimentation Plan - Barrier Assessment - Traffic Analysis <u>Additional Information:</u> - Existing Centenary Bridge drawings - Existing Centenary Bridge Level 2 Inspection - Standard drawings for Pontoon - Principal Community Engagement Plan - Principal Arranged Insurance Term Sheet	
9B	Location of Site Information provided by the Principal Clause 22.1	Volume 1 – Part 7 – Project Specific Documents	
9C	Description of Site Information available for perusal Clause 22.1	Geotechnical Cores upon request.	
9D	Location of and person to contact to inspect Site Information available for perusal Clause 22.1	Name:	Metropolitan Procurement
		Telephone:	[REDACTED]
9E	Location of and person to contact to inspect geotechnical drilling cores Clause 22.1	Name:	Metropolitan Procurement
		Telephone:	[REDACTED]
9F	Address of the website maintained by the Principal in the case of Principal arranged insurance Clause 22.2	Location:	Refer to Part 7 Project Specific Documents – Principal Arranged Insurance Term Sheet



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Item	Issue	Tender details		
10	Public Utility Plant			
10A	Public Utility Plant affected by work under the Contract Clause 23	Affected Public Utility Plant	Work required to be carried out	Arrangements made with responsible Authority
		Refer MRTS171.1 within Volume 1 (Part 6) and the drawings in Volume 2		
10B	Location of and person to contact to inspect Public Utility Plant correspondence Clause 23	Location:	313 Adelaide Street Brisbane Qld 4000	
		Name:	Metropolitan Procurement	
		Telephone:	[REDACTED]	
11	Work health and safety accreditation			
11A	The Australian Government Building and Construction WHS Accreditation Scheme will apply Clause 26	Yes ☒	No ☐	
12	Not used			
13	Tender Schedules and Forms			
13A	Tender must include Tender Schedule S1 – Quality Plan Outline Clause 31.1	Yes ☒	No ☐	
13B	Tender must include Tender Schedule S2 – Environmental Management Plan Outline Clause 31.2	Yes ☒	No ☐	
13C	Tender must include Tender Schedule S3 – Traffic Management Plan Outline Clause 31.3	Yes ☒	No ☐	
13D	Tender Schedule S4 – Queensland Charter for Local Content Compliance Outline Clause 31.4	Yes ☒	No ☐	



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Item	Issue	Tender details	
		Yes ☒	No ☐
13E (a)	Tender must include Tender Schedule S5 – The Building Code – Compliance Outline Clause 27, 31.5	The thresholds for when the Building Code and the WRMP applies is: (i) 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 (ii) 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).	
13E (b)	A Workplace Relations Management Plan (WRMP) is required to be submitted with this tender	A model WRMP template is available from https://www.abcc.gov.au/building-code/contractors/tendering/workplace-relations-management-plans-wrmp. Note: The tenderer shall submit a WRMP addressing all requirements of ABCC through the Principal's Project Manager to ABCC.	
13F	Tender must include Tender Schedule S6 – Queensland Code Compliance Schedule Clause 28, 31.6	Yes ☒	
13G	Not used		
13H	Tender must include extra criteria Tender Schedules, addressing non price selection criteria identified in Item 8. Clause 31.12	Refer to applicable standard or project specific extra criteria schedules to this Tender: If extra criteria schedules not specified in this Item 13H, the extra criteria schedules enumerated in Form C7820 (Information for Tenderers) shall apply.	
13I	Tender by Joint Venture Clause 4.2(a)(vi)	Submit Tender Form C7035, if a Joint Venture applies	
13J	Project is an Indigenous Project	Yes ☒	No ☐
	If YES, Tender must include Tender Schedule S8 – Indigenous Economic Opportunities (IEO) Plan Outline Clauses 27A,31.8	Refer to Part 5 - Clause Bank C7836	
13K	Tender Schedule S9 – Queensland Procurement Policy Compliance Clause 31.9	Yes ☒	

Conditions of Tendering Annexure



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Item	Issue	Tender details	
13L	Tender Schedule S10 – The Ethical Supplier Threshold Clause 31.10	Yes ☒	
13M	Tenderer must comply with Queensland Government Building and Construction Training Policy (Training Policy) if contract sum is \$3 million or greater (including GST) for civil construction projects or contract sum is \$500,000 or greater (including GST) for building projects. Clause 27A	Yes ☒	No ☐
13N	Tenderer must comply with Indigenous Participation Framework and submit Tender Schedule S11 with the tender. Additional Clause 99.9 <i>[Tender Manager to insert indigenous participation targets to Clause 99.9 in accordance with approved IPP]</i>	Yes ☒	No ☐
14	Additional clauses		
14A	Additional Clauses Clause 99	Yes ☒	
99.1 Unusually Low Bid Notwithstanding Item 43A of Annexure A, if an Unusually Low Bid is deemed to be the preferred tender after tender assessment and the Contract Sum is greater than \$20 million of the General Conditions of Contract. Independent Resolution Advisor (IRA) for full contract duration (Clauses 47.3.5 to 47.3.8 and 49.2 to 49.11)] shall apply. Refer to PSTS-01 for further information regarding work items and payments.			
99.2 Training Policy If the Contract Sum is \$100 million or greater, the Training Policy has a core requirement that a minimum of 15 percent of the total labour hours is to be undertaken by apprentices and/or trainees and through other workforce training. The deemed hours will be determined by the Contract Sum (GST inclusive) multiplied by 0.045 percent for civil construction projects. The Training Policy requires that a minimum of 60 percent of the deemed hours be allocated toward the employment of apprentices and trainees (new entrants only) with the remaining deemed hours allocated to other workforce training.			



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Item	Issue	Tender details
99.3	Best Practice Principles	For eligible projects with a Contract Sum of \$100 million or greater, the contractor shall fulfil any commitments in relation to the Best Practice Principles made in its tender for work under the Contract when executing and completing the works under the Contract as part of the Queensland Procurement Policy. For further information, refer to following link, http://www.hpw.qld.gov.au/SiteCollectionDocuments/QualitySafeWorkplaces.pdf
99.4	The Ethical Supplier Threshold and Ethical Supplier Mandate	a) In this Clause 99.4: a. Ethical Supplier Mandate means the Queensland Government Policy titled 'Ethical Supplier Mandate' or any policy that replaces that policy; b. Ethical Supplier Threshold means the Ethical Supplier Threshold in paragraph 2.3 of the Queensland Procurement Policy; c. 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 d. QPP Compliance Unit means the Queensland Procurement Policy (QPP) Compliance Unit, Office of the Chief Advisor – Procurement, Department of Housing and Public Works. b) The Tenderer shall comply with the Ethical Supplier Threshold. c) The Principal may obtain information about the Tenderer relevant to the evaluation criteria that may be held by the QPP Compliance Unit or any Government Department or Instrumentality and take the information into account in assessing the offer. d) The Tenderer acknowledges that a failure to comply with the Principal's policies that apply to the work under the proposed contract or the Tenderer'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 the Contract.



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99.5 Indigenous Participation Framework

This Clause applies if indicated in annexure Item 13N. The Australian Government has introduced an indigenous participation framework to increase opportunities for indigenous jobseekers and businesses participation in the delivery of land transport infrastructure projects.

The 'Indigenous Employment and Supplier-use Infrastructure Framework' (the framework) can be accessed via the following link:

https://investment.infrastructure.gov.au/about/resources/national_partnership_agreement.aspx

Tenderer shall submit an Indigenous Participation Target Outline (Tender Schedule S11) with full details on:

- how the indigenous participation targets (employment component, supplier-use component) and Principal's requirements are to be achieved,
- which indigenous businesses (and/or supply side supports) are to be engaged,
- For the purposes of verifying that a business meets the definition of an 'Indigenous Business', refer to section 5 of the framework.

The Principal reserves the right to exclude the tender submission from further assessment if critical information is missing from the Indigenous Participation Proposal.

Tenderer shall meet the following indigenous participation targets

- Principal Indigenous Participation Target 1.64 %
 - Principal Employment Component Target 1.5 %
 - Principal Supplier Component Target 0.14 %

The estimated contract value for this project is \$(Contract Value) as detailed in the Project Cost Summary – Attachment 1.

Components	Indigenous Participation Target	Equivalent Person Hours** Contract Value
Employment	1.50%	TBC*
Supplier-use	0.14%	0.14% x \$ Contract Value

* Calculated by 0.003% x 1.5% employment target x \$ contract value.

Equivalent person hours are determined as the Indigenous component of core training requirements for the project.

The 0.003 multiplier is based on the Queensland Government Building and Construction Training Policy core training requirement that a minimum of 10% of the total labour hours in eligible project be undertaken by apprentices and/or trainees and through other workforce training. The deemed training hours being derived as 0.03% of the contract sum for civil projects. Hence the 0.003 multiplier.

** Calculated as supplier-use targets % x contract value = 0.14% x \$ Contract Value



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Item	Issue	Tender details
	Refer to Part 7 of the Tender Document for reporting requirements.	
	99.6 COVID-19 Management Plan All tenderers shall submit a COVID-19 management plan as part of tender submission. The COVID-19 management plan shall address the following: • Identify potential impacts to the contract (material supply, reduced labour, delays and disruptions) • Identify any alternative arrangement if any subcontractor / supplier is unable to deliver on time • Identify succession plan for all critical roles under the contract (for example, who can step in to be the project manager, project engineer and site supervisor if the existing personnel is unfit to work for an extended period) • How the health and safety of employees on site (including those from subcontractors) is to be managed • The plan shall be updated to reflect any change in circumstance as the project progresses	



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Item	Issue	Tender details
99.7 Alternative Tender Submission		
Alternative tender submission shall meet the requirements of the following conditions:		
a) Construction timeframes specified in Item 13A of the <i>C7820 Information for Tenderers</i> for any Design and Construction. b) The alternative tender submission shall comply with the Project Scope and Objectives (Part 1.2) of the <i>Centenary Bridge Upgrade Hydraulic Assessment Report</i> included in Part 7 of the Tender Documents as a minimum requirement. c) Provision for existing active transport path shall be considered at all times. d) Compliance to the requirements of <i>MRTS02 Provision for Traffic</i>. e) Compliance to the requirements of Maritime Safety Queensland.		
All Development Approvals shall be the responsibility of the Tenderer, if an alternative tender is submitted and accepted by the Principal.		
99.8 Non-price Criteria		
Tenderers are required to submit a Tender for the works where they will be requested to lodge their submission in three separate sealed envelopes or three separate electronic folders with the contents as listed below (3-Envelope Process):		
• Envelope One: All Non-price components addressing the non-price selection criteria as per Item 8B of the Annexure to the Conditions of Tendering (C7822). • Envelope Two: All Price components addressing Tender Schedule M – Schedule Summary (C7810) of the Tender Forms and Tender Schedules • Envelope Three: Tenderer's proposed list of KRA Provisional Sum schedules. This shall include the Tenderer's details of work operation associated with those Provisional Sum, quantities and rates.		
The three folders shall be named as Envelope One, Envelope Two and Envelope Three. All criteria listed in C7810EC1 Part 3 must be addressed, which includes the weighting factor and page limit.		
Refer to PSTS-06 which outlines the five Key Results Areas (KRA) and associated performance measurements which are applicable to this Tender.		

Transport Infrastructure Contract

Tender Documents for Contract Number CN-13712

Part 3 – Tender Forms and Tender Schedules

Transport Infrastructure Contract

Tender Documents for Contract Number CN-13712

Part 4 – General Conditions of Contract

General Conditions of Contract – C7830.TIC

Transport Infrastructure Contract

July 2021

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Feedback

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1 Construction of Contract

- a) The law governing the Contract, its interpretation, any agreement to arbitrate and the conduct of any arbitration or litigation, is the law of the State of Queensland.
- b) Unless otherwise provided, prices are in Australian currency and payments shall be made in Australian currency at the place stated in Item 1A.
- c) Where provisions in the General Conditions of Contract are expressed to be alternatives and the Contract fails to state which alternative applies, the first alternative shall apply.
- d) Any provision of the Contract which purports to, or has the effect of, limiting or excluding a liability of the Principal shall be construed as limiting or excluding that liability only to the extent permitted by law.

2 Defined terms and interpretation

2.1 Defined terms

In the Contract, except where the context otherwise requires, the following words and expressions shall have the meanings given to them below.

Term	Definition
Accession	for the purposes of Clause 14.7, has the meaning given in the PPSA
Administrator	means the entity or individual specified in Item 5A of Annexure A, with the role as defined in the General Conditions of Contract
Administrator's Representative	means the individual stated in Item 5A as the Administrator's Representative or other person from time to time, appointed in writing by the Administrator, to be the Administrator's Representative and notified as such in writing to the Contractor and the Principal by the Administrator
Annexure	means an annexure to these General Conditions of Contract
Authority	means any Commonwealth, State or local government department, body or instrumentality or any other authority or body (statutory or otherwise) which has jurisdiction or authority over the Site, the execution of the Work Under the Contract, the use of the Works or with respect to any Public Utility Plant
Best Practice Industry Conditions	means the Best Practice Industry Conditions in Schedule D
Best Practice Principles	means the best practice principles in the QPP
Bound Contracted Service Provider	for the purposes of Clause 8.10, has the meaning given in the <i>Information Privacy Act 2009</i> (Qld)
Business Day	has the meaning given in the <i>Payments Act</i>
Certificate of Practical Completion	means a Certificate of Practical Completion issued by the Administrator under Clause 42.5

Term	Definition
Claim	includes any claim, demand, action, proceeding or suit which the Contractor may make or bring against the Principal or any of its agents or employees or any Claim which the Principal may have against the Contractor relating to the construction of the Contract or as to any fact, matter or thing arising out of or in connection with the Contract or the Work Under the Contract including any claim, demand, action, proceeding or suit seeking the payment of money, an adjustment to the Contract Sum, an extension of the Date for Practical Completion or any costs, expenses, loss or damages on any ground whatsoever including pursuant to the Contract, on a quantum meruit basis, for unjust enrichment, in tort and insofar as is permitted by law pursuant to any other principle of law
Claim of Charge	means any claim which: a) purports to be a claim of charge under the <i>Payments Act</i> b) is made by any person who purports to be a Subcontractor, and c) purports to be in connection with the performance by that person of any of the Work Under the Contract
Commercial Framework	is attached as Annexure B to the General Conditions of Contract
Community Liaison Plan	means any plan the Contractor is required to provide pursuant to Clause 15.6
Compliance Notice	for the purposes of Clause 8.10, has the meaning given in the <i>Information Privacy Act 2009</i> (Qld)
Conformance Report	has the meaning given to that term in Clause 10.1.1 of <i>MRTS50 Specific Quality System Requirements</i>
Constructional Plant	means appliances and things used in the execution of the Work Under the Contract, but not forming part of the Works
Construction Program	for the purposes of Clause 33.4, means a statement in writing showing the dates by which, or the times within which, the various stages or parts of the Work Under the Contract are to be executed or completed
Construction Project	for the purposes of Clause 15.3, has the meaning given in the WHS Act and WHS Regulation
Construction Work	for the purposes of Clause 15.4, has the meaning given in the WHS Act and WHS Regulation
Contract	means the agreement between the Principal and the Contractor and comprising the documents set out or referred to in the completed Form C7871
Contract Leadership Team or CLT	means the CLT established in accordance with Clause 4.1
Contractor	means the person stated in Item 6A, who is bound to execute the Work Under the Contract
Contractor's Delegate	means the person or position delegated by the Contractor with the authority to enter into the Contract. The Contractor's Delegate shall be nominated in the Form C7805 <i>Formal Instrument of Agreement</i> .
Contractor's Representative	means the person nominated under Clause 29.2.1
Contract Plan	has the meaning in Clause 33.3.1
Contract Sum	means the amount set out in, or determined in accordance with, Annexure B (Commercial Framework)

Term	Definition
Contractor's Tender	means the tender submitted by the Contractor and accepted by the Principal
Corporation	has the meaning given in the Corporations Law
Corporations Law	means the <i>Corporations Act 2001</i> (Cth)
Current Program	has the meaning given in Clause 33.4.4
Date for Practical Completion	means: a) where Item 2A or Item 37A provides a Date for Practical Completion, that Date b) where Item 2A or Item 37A provides a period of time for Practical Completion, the last day of the period but if any extension of time for Practical Completion is granted by the Administrator or allowed in any arbitration or litigation, it means the date resulting therefrom
Date of Acceptance of Tender	means the date of the Letter of Acceptance issued by the Principal
Date of Practical Completion	means: a) the date certified by the Administrator in a Certificate of Practical Completion issued pursuant to Clause 42.5, to be the date upon which Practical Completion was reached, or b) where another date is determined in any arbitration or litigation as the date upon which Practical Completion was reached, that other date
Day	means calendar day
Daywork	means work which the Administrator directs to be carried out as Daywork under Clause 41
Daywork Rates	means the rates set out in the Schedule of Daywork Rates
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
Disclosure Statement	for the purposes of Clause 48 or 49, means a statement provided by each proposed Dispute Resolution Board Member (DRB) or Issues Resolution Advisor (IRA) (as applicable), including a resume of experience together with a declaration: a) describing all past, present, anticipated and planned future relationships, including indirect relationships through the nominated DRB Members' or IRA's (as applicable) primary or full-time employer, to the project and with all parties involved in the Contract, including Subcontractors, design professionals and consultants, and b) close professional or personal relationships with all key members of all parties to the project shall be included
Dispute Resolution Board (DRB)	means the board established by Clause 48
Document	for the purposes of Clause 8.10, has the meaning given in the <i>Information Privacy Act 2009</i> (Qld)
Drawings	means the Standard Drawings and the Project Specific Drawings
DRB Agreement	is the agreement between the parties and the DRB Members based on the template which is available on the Principal's website

Term	Definition
DRB Members	are the members selected for the DRB pursuant to Clauses 48.5 and 48.6
Environmental Management Plan	means the plan the Contractor is required to provide pursuant to Clause 15.7.2
EP Act	means the <i>Environmental Protection Act 1994</i> (Qld)
Excepted Risks	has the meaning given in Clause 16.4
Final Certificate	means the Final Certificate issued by the Administrator under Clause 42.8
Form	means the applicable form available on the Principal's website, or as provided as part of tendering and award documents, as amended from time to time
Formal Instrument of Agreement	means the Formal Instrument of Agreement generally in the form of Form C7805 to be executed by the parties pursuant to Clause 6.2
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
GST	means the goods and services tax imposed under the GST Legislation. A reference to an amount of GST is reference to the GST liability in respect of the supply in question
GST Legislation	means the <i>A New Tax System (Goods and Services Tax) Act 1999</i> , associated legislation and regulation and any additional or substituted legislation and regulation providing for a value added tax, consumption tax, retail tax or other goods and services tax
Indicative Conformance	As per MRTS50 <i>Specific Quality System Requirements</i> Clause 10.1.2
Industrial Matters	has the meaning given in the <i>Industrial Relations Act 2016</i> (Qld)
Information Commissioner	for the purposes of Clause 8.10, has the meaning given in the <i>Information Privacy Act 2009</i> (Qld)
IRA Agreement	is the agreement between the parties and the IRA based on the template which is available on the Principal's website
Issues Resolution Advisor (IRA)	means the person appointed under Clause 49
Item	means an item in Annexure A
Latent Condition	is 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.

Term	Definition
Legislative Requirement	means: a) Acts, ordinances, regulations, by-laws, orders, awards and proclamations of the jurisdiction where Work Under the Contract or the particular part thereof is being carried out, and b) certificates, licences, consents, permits, approvals and requirements of organisations having jurisdiction in connection with the carrying out of Work Under the Contract
Letter of Acceptance	means a letter of acceptance issued by the Principal to the Contractor accepting the Contractor's Tender in respect of the Works
Management and Control	for the purposes of Clause 15.3, has the meaning given in the WHS Act and WHS Regulation
NGER Legislation	means the <i>National Greenhouse and Energy Reporting Act 2007</i> (Cth)
Nominated Subcontractor	means: a) a subcontractor to whom the Contractor is directed by the Administrator to subcontract Nominated Subcontract Work, or b) a subcontractor named in Item 15C
Nominated Subcontract Work	means the work or supply of items specified in Item 15B
Notice of Claim	means a notice which purports to be a notice of claim pursuant to the <i>Payments Act</i> and which is given by a person who purports to be a Subcontractor
Notices to Tenderers	means notices to Tenderers issued by the Principal to clarify, revise, amend or modify any aspect of the Tender Documents before the time for submission of Tenders in respect of the Work Under the Contract
Notifiable Incident	for the purposes of Clause 15.3, has the meaning given in the WHS Act and WHS Regulation, and also includes any incident which is notifiable under the WHS Legislation
Other Contract Documents	means the documents included or referred to in the part of this Contract titled 'Other Documents'
Payments Act	means the <i>Building Industry Fairness (Security of Payment) Act 2017</i> (Qld) and any relevant regulations and includes any amendments to that Act and those regulations
Perfect (or Perfection or Perfected)	for the purposes of Clause 14.7, has the meaning given in the PPSA
Performance Assessment Conferences	has the meaning given in Clause 4.4
Personal Information	has the meaning given to it in the <i>Information Privacy Act 2009</i> (Qld)
Personal Property	for the purposes of Clause 14.7, has the meaning given in the PPSA
PPSA	means the <i>Personal Property Securities Act 2009</i> (Cth)

Term	Definition
Practical Completion	is that stage in the execution of the Work Under the Contract when: a) the Works are complete except for minor omissions and minor defects: i. which do not prevent the Works from being reasonably capable of being used for their intended purpose ii. which the Administrator determines the Contractor has reasonable grounds for not promptly rectifying iii. rectification of which will not prejudice the convenient use of the Works b) those tests which are required by the Contract to be carried out and passed before the Works reach Practical Completion have been carried out and passed c) documents and other information required under the Contract which, in the opinion of the Administrator, are essential for the use, operation and maintenance of the Works have been supplied d) all certificates required by the Contract and all approvals, consents and permissions from all Authorities have been provided to the Administrator, and e) the Contractor has done everything which it is required to do as a condition precedent to Practical Completion
Primary Security	means the security provided under Clause 5.2 and any further security provided under Clause 5.3 or as directed under Clause 5.8 and, in each case, includes any moneys resulting from the conversion into money of any part of that security which did not originally consist of money
Principal	means the Principal stated in Item 4A
Principal Arranged Insurance Program (PAIP)	means the Contract Works and general and products liability insurance policies effected and maintained by the Principal
Principal Contractor	for the purposes of Clause 15.3 and Clause 15.4, has the meaning given in the WHS Act
Principal's Delegate	means the person or position delegated by the Principal with the authority to enter into the Contract. The Principal's Delegate shall be nominated in Item 4C.
Principal's Representative	means the person or position delegated by the Principal's Delegate and shall represent the interests of the Principal when required under the Contract. The Principal's Representative shall have a good knowledge and understanding of the requirements of the Works. The Principal's Representative shall be nominated in Item 4E.
Principal Supplied Material	means the materials to be provided by the Principal as listed in any Principal supplied Item list (Form C7827) included or referred to in the Contract
Privacy Complaint	for the purposes of Clause 8.10, has the meaning given in the <i>Information Privacy Act 2009</i> (Qld)
Privacy Principles	for the purposes of Clause 8.10, has the meaning given in the <i>Information Privacy Act 2009</i> (Qld)

Term	Definition
Project Specific Drawings	means: a) the drawings attached or referred to in the Contract. b) any modification of such drawings notified to the Contractor by the Administrator, and c) such other drawings as may from time to time be supplied to the Contractor by the Administrator, or the use of which has been permitted by the Administrator, for the purposes of the Contract but do not include the Standard Drawings.
Project Specific Specifications	means: a) the specifications attached or referred to in the Contract b) any modification of such specifications notified to the Contractor by the Administrator, and c) such other specifications as may from time to time be supplied to the Contractor by the Administrator, or the use of which has been permitted by the Administrator, for the purposes of the Contract but do not include the Standard Specifications
Provisional Sum	includes monetary sum, contingency sum and prime cost item, but does not include any amounts in a Schedule of Rates for items described or marked 'provisional', 'provisional quantity' or 'if ordered, provisional quantity' (or similar) or any amounts for numbered items in a Schedule of Rates which include the suffix 'P' or 'PS'
Public Utility Plant	means any railway, monorail, tramway, viaduct, aqueduct, conduit, water channel, pipeline (water, stormwater, gas, sewerage or otherwise), fixed mechanical conveyor, tower, pole, cable (electrical, fibre optic, telecommunications or otherwise), electrical installation or telecommunications plant that is: a) on, in, over, under or adjacent to the Site, or b) affected by the Work Under the Contract but does not include Constructional Plant
Purchase Money Security Interest	for the purposes of Clause 14.7 has the meaning given in the PPSA
Quality Plan	means the plan the Contractor is required to provide pursuant to Clause 30.3
Quality System	has the meaning given in Clause 30.2
Queensland Procurement Policy or QPP	means the Queensland Procurement Policy of the State of Queensland as published from time to time
Relationship and Collaboration Principles	has the meaning given in Clause 3.2.1
Reliance Information	means those documents and other information specified in Item 13B
Resolution Institute	is the merger of the Institute of Arbitrators and Mediators Australia (IAMA) and Leaders Engaged in Alternative Dispute Resolutions (LEADR) and a reference to Resolution Institute is a reference to the Chairperson of the Queensland Chapter of Resolution Institute
Retention Moneys	means the retention moneys withheld by the Principal under Clause 42.3

Term	Definition
Retention Security	means the security provided under Clause 5.3 and any further security provided as directed under Clause 5.7 and in each case includes any moneys resulting from the conversion into money of any part of that security which did not originally consist of money
Schedule of Deviations	means the Schedule of Deviations (Form C7807), if any, developed jointly and agreed by the Principal and the Contractor during post-Tender negotiations and enclosed within the Letter of Acceptance
Schedule of Prices	has the meaning given in Annexure B (Commercial Framework)
Schedule of Rates	has the meaning given in Annexure B (Commercial Framework)
Schedules of Daywork Rates	means the various completed schedules named 'Daywork Rates – Personnel' and 'Daywork Rates – Plant and Equipment'
Security Interest	for the purposes of Clause 14.7, has the meaning given in the PPSA
Selected Subcontractor	means a subcontractor identified in the Contractor's Tender from a list of one or more subcontractors provided by the Principal in the Tender Documents for Selected Subcontract Work
Selected Subcontract Work	means the work or supply of Items specified in Item 15D
Separable Portion	means a portion of the Work Under the Contract described in Item 37A as a Separable Portion or which the Administrator has determined pursuant to Clause 35.4 shall be a Separable Portion
Site	means the lands and other places described in Item 7A and any other lands and places made available to the Contractor by the Principal for the purpose of the Contract
Site Conferences	has the meaning given in Clause 4.3
Site Information	means any document, information, data, report, material, core or sample, whatever its form, regarding the Site or its surroundings or regarding the subsurface conditions (including topographical, geological and hydrological conditions) or subsurface services at the Site or its surroundings, but does not include the Reliance Information
Specifications	means the Standard Specifications and the Project Specific Specifications
Standard Drawings	means the Principal's standard drawings attached or referred to in the Contract, as amended or updated from time to time by the Principal
Standard Specifications	means the Principal's standard specifications attached or referred to in the Contract, as amended or updated from time to time by the Principal
Subcontractor	means any Contractor, consultant or supplier (including their personnel), engaged by or on behalf of the Contractor with respect to the Work Under the Contract and includes the Contractor's Designers and any supplier or hirer of materials, plant or equipment
Subcontractor Payment Security	means the security provided under Item 11A and any further security provided as directed under Clause 5 and in each case includes any moneys resulting from the conversion into money of any part of that security which did not originally consist of money
Subsidiary	has the meaning given in the Corporations Law
Supply	for the purposes of Clause 42.11, has the meaning given in the GST Legislation

Term	Definition
Temporary Works	means works used in the execution of the Work Under the Contract, but not forming part of the Works
Traffic Management Plan	means any plan the Contractor is required to provide pursuant to Clause 15.5.2
Warranty Items	has the meaning in Clause 30.10
WHS Act	means the <i>Work Health and Safety Act 2011</i> (Qld) as amended from time to time
WHS Legislation	means the <i>WHS Act</i> , the <i>Work Health and Safety Regulation 2011</i> (Qld), the <i>Electrical Safety Act 2002</i> (Qld), the <i>Electrical Safety Regulation 2013</i> (Qld), the <i>Safety in Recreational Water Activities Act 2011</i> , the <i>Mining and Quarrying Safety and Health Act 1999</i> (Qld), the <i>Mining and Quarrying Safety and Health Regulation 2017</i> (Qld) and any other general law of the State or Commonwealth in respect of workplace health and safety and any State or Commonwealth Act, Regulation, Code of Practice or ministerial notice in respect of work health and safety, as amended from time to time
WHS Regulation	means the <i>Work Health and Safety Regulation 2011</i> (Qld), or any other applicable regulation made under the <i>WHS Legislation</i> , as amended from time to time
Work Health and Safety Management Plan	means any plan the Contractor is required to provide pursuant to Clause 15.3.4
Working Days and Working Hours	have the meaning given in Clause 32
Workplace	for the purposes of Clause 15.3 means the Site
Works	means the whole of the work to be executed in accordance with the Contract, including variations provided for by the Contract, which by the Contract is to be handed over to the Principal
Work Under the Contract	means the work which the Contractor is or may be required to execute under the Contract and includes variations, remedial work, Constructional Plant and Temporary Works

In addition to the defined terms set out in Clause 2.1, some terms, specific to a clause, are defined in that clause.

2.2 Interpretation

- a) Reference to:
 - i. one gender includes the others
 - ii. the singular includes the plural and the plural includes the singular
 - iii. a person includes a body corporate
 - iv. a party includes the party's executors, Administrators, successors and permitted assigns
 - v. a Legislative Requirement includes:
 - a) that Legislative Requirement as amended or re-enacted from time to time, and
 - b) a Legislative Requirement enacted in replacement of that legislative requirement

- vi. money is to Australian dollars unless otherwise stated.
- b) Measurements of physical quantities shall be in legal units of measurement of Australia within the meaning of the *National Measurement Act 1960*.
- c) Communications between the Principal, the Administrator and the Contractor shall be in the English language.
- d) 'Including' and similar expressions are not words of limitation.
- e) Where a word or expression is given a particular meaning, other parts of speech and grammatical forms of that word or expression have a corresponding meaning.
- f) Headings are for convenience only and do not form part of the Contract or affect its interpretation.
- g) A provision of the Contract shall not be construed to the disadvantage of a party merely because that party was responsible for the preparation of the Contract or the inclusion of the provision in the Contract.
- h) If an act must be done on a specified Day which is not a Business Day, it shall be done instead on the next Business Day, except as otherwise expressly contemplated by this Contract.
- i) No comment, review, representation, vetting, inspection, testing or approval by the Principal or the Administrator in respect of the Contractor's obligations under this Contract will lessen or otherwise affect the Contractor's obligations under this Contract.
- j) The Contractor acknowledges that:
 - i. an absolute discretion in the Principal or the Administrator under the Contract is not required to be exercised for the benefit of the Contractor
 - ii. neither the Principal nor the Administrator is bound to exercise any such absolute discretion in any particular manner or having regard to any particular consideration notwithstanding that such considerations might be stated in the Contract
 - iii. no provision of the Contract conferring such an absolute discretion gives the Contractor any rights (including any right to make any Claim arising out of the exercise or failure to exercise the discretion), and
 - iv. the exercise or failure to exercise such an absolute discretion is not capable of being the subject of a dispute or difference for the purpose of Clause 47 and is not otherwise subject to review.
- k) Whenever the Principal or Administrator is required to act reasonably, what is reasonable under the circumstances is to be judged having regard to the terms of this Contract.
- l) All indemnities and warranties given by the Contractor in this Contract survive the termination or otherwise merging of this Contract.
- m) Without limiting Clause 2.2(l), the provisions of this Contract which, by their nature, are intended to survive the termination, cancellation, completion or expiration of this Contract shall continue as valid and enforceable obligations of the parties notwithstanding any such termination, cancellation, completing or expiration.

- n) Unless otherwise expressed as a sole remedy, the rights and remedies provided in this Contract are in addition to other rights and remedies given by law independently of this Contract.
- o) Unless otherwise expressly set out in this Contract, and to the extent permitted by law, all implied terms (whether implied by statute or operation of law) are excluded from this Contract.
- p) The word 'immediately' means to act promptly, with expedition, within a reasonable time and without unnecessary delay.

3 Nature of Contract

3.1 Performance and description

- a) The Contractor shall execute and complete the Work Under the Contract.
- b) The Principal shall pay the Contractor the Contract Sum in accordance with the Contract. The Contract Sum shall be set out in, or determined in accordance with, the relevant part of the Commercial Framework, as specified in Item 8A.

3.2 Commitment to relationship and collaboration

3.2.1 Relationship and Collaboration Principles

- a) The parties acknowledge that a good working relationship between the Principal, the Administrator and the Contractor is a significant factor that contributes towards the successful completion of a project. The Contractor, the Principal and the Administrator jointly commit to establishing and maintaining a project team built on relationships and they agree to observe the following principles (Relationship and Collaboration Principles):
 - i. act as stated in this Contract and in the spirit of mutual trust, openness, respect and cooperation
 - ii. at all times deal with each other fairly, honestly and reasonably
 - iii. communicate and expeditiously reconcile any matter that may affect the proper execution and timely completion of the Work Under the Contract, and
 - iv. be dedicated to achieving 'best for project' outcomes.
- b) The parties agree and acknowledge that the Relationship and Collaboration Principles do not apply where the Contract expressly provides that the Principal or the Administrator may act in its absolute or sole discretion.

3.2.2 Relationship and collaboration workshop

As specified in Item 8B, the Administrator will convene, within two months of the Date of Acceptance of Tender, a relationship management workshop to facilitate the understanding of, and commitment to, the Relationship Principles. This workshop is to be attended by representatives of the Contractor, the Principal, the Administrator (the Team) and the CLT (if any).

All costs associated with the relationship and collaboration workshop shall be borne by the Contractor.

3.2.3 Relationship management and collaboration protocol

At the workshop held under Clause 3.2.2, the Team and the CLT (if any) shall develop and agree a relationship management and collaboration protocol to be signed by all participants of the workshop that:

- a) includes a relationship charter or mission
- b) sets the relationship and collaboration goals and objectives, core values and guiding principles
- c) includes a mechanism for determining a rating of the parties' achievement of the agreed objectives (including by reference to Performance Assessment Conferences required under Clause 4.4)
- d) includes a mechanism for the resolution of personality-related issues
- e) documents the lines of communication, levels of responsibility and reporting systems
- f) includes an issues resolution matrix that includes an action plan for addressing factors that may prevent them from meeting the relationship objectives, and
- g) specifies the times for the workshops and meetings referred to in Clause 3.2.4.

3.2.4 Monitoring the relationship

Unless the parties agree otherwise, the Team shall meet at least monthly to review the Team's performance against the Relationship and Collaboration Principles and the relationship management and collaboration protocol (if any).

3.2.5 Best Practice Principles

If the Best Practice Principles are applicable, failure of the Contractor to implement the arrangements set out in the Contractor's Tender for the Best Practice Principles and the Best Practice Industry Conditions by the date specified in the Contractor's Tender, or if no date is specified, within a reasonable time, is a substantial breach for the purposes of clause 44.2.

4 Contract Leadership Team and conferences

4.1 Contract Leadership Team

This Clause 4.1 only applies if 'Yes' is selected in Item 9A.

4.1.1 Representation and tenure

- a) A Contract Leadership Team (CLT) shall be established prior to the commencement of the Work Under the Contract.
- b) The CLT will consist of two senior representatives from the Principal and two senior representatives from the Contractor (CLT Members).
- c) A party may replace its CLT Member(s) at any time by giving notice in writing to the other party at least 24 hours prior to the change in representation.
- d) Unless otherwise agreed by the Principal and the Contractor, the CLT will remain established until 10 Business Days after the date of the Final Certificate.

4.1.2 Duties and accountabilities for the Contract Leadership Team

- a) The CLT shall, unless otherwise agreed by the parties in writing:

- i. provide overall guidance and leadership with respect to the Work Under the Contract and to provide a forum for regular and formal interaction between senior executives of the Principal and the Contractor
 - ii. set policy and give philosophical and strategic direction for the Work Under the Contract within the boundaries set out in the Contract, including by establishment of a relationship charter (Relationship Charter)
 - iii. provide leadership and set a visible example of senior management's commitment to the Relationship Charter and the Relationship Management Protocol
 - iv. provide guidance to the Contractor in its development and implementation of a transparent governance framework across the Work Under the Contract
 - v. provide leadership and guidance to the Contractor in ensuring timely, accurate and comprehensive reports are given to the Principal
 - vi. oversee the Contractor in initiating or approving the commitment of resources to the Work Under the Contract and provide corporate support as necessary
 - vii. provide leadership in the implementation of a culture necessary to achieve any key performance indicators and ensure they are created and sustained
 - viii. provide encouragement to the Contractor to implement directions from the Principal or the Administrator
 - ix. monitor the performance of the Contract and implement appropriate measures to correct undesirable trends
 - x. issue decisions as required by the Contract (if any)
 - xi. attempt to resolve any differences or issues that are referred to it under Clause 47.3, and
 - xii. any other duties agreed between the parties from time to time.
- b) The parties acknowledge and agree that, except as expressly provided for in the Contract:
- i. the CLT will have no legal responsibility.
 - ii. no comment, direction, review, representation, vetting, inspection, testing or approval by the CLT or members of the CLT will be binding on a party or be construed as a direction from the Principal or the Administrator to do or not to do something, and
 - iii. nothing that occurs at a meeting of the CLT will relieve either party, or alter or affect their liabilities or responsibilities under this Contract, including a requirement for the Contractor to provide formal notification to the Principal or the Administrator under any other provision of this Contract.
- c) Prior to each meeting of the CLT, the Administrator and the Contractor's Representative shall provide a joint report on the following matters for the consideration of the CLT:
- i. the progress of the Works
 - ii. delays to the Works, including planned mitigation
 - iii. the adequacy of resourcing levels, and
 - iv. all issues and disputes which have arisen and have not yet been resolved.

4.1.3 Meetings

- a) Unless the parties agree otherwise, the CLT will meet at least once every month until Practical Completion.
- b) At least one CLT Member from each party shall be present to enable the CLT to hold a meeting or make a decision. Attendance may be by telephone or video link.
- c) The CLT will arrange for a secretary (CLT Secretary) to record minutes of all resolutions of the CLT and all actions arising out of each CLT meeting. A copy of the minutes will be forwarded by the CLT Secretary to each CLT Member as soon as practicable but not later than five Business Days after each CLT meeting.
- d) Decisions of the CLT must be unanimous.

4.2 Prestart conference

- a) Prior to the commencement of Work Under the Contract, the Contractor shall contact the Administrator in order to arrange a conference (prestart conference).
- b) The prestart conference shall:
 - i. be attended by representatives of the Contractor, the Principal, the Administrator and the CLT (if any)
 - ii. establish lines of communication and clarify all relevant responsibilities and delegations
 - iii. discuss arrangements for submission and review of the Construction Program, Quality Plan, Environmental Management, Work Health and Safety Management Plan, Traffic Management Plan (where required), Severe Weather Management Plan (where required), Community Liaison Plan (where required) and the Indigenous Economic Opportunities Plan (where required)
 - iv. discuss arrangements for project records, including access by the Administrator, submission of test results and other reports, and disposition of records upon completion of the Contract
 - v. discuss setting out of the Works, Site accommodation, camp and delivery of materials and plant to the Site
 - vi. determine arrangements for Site inspections and Site Conferences
 - vii. define arrangements for management of:
 - a) payment Claims
 - b) variations, and
 - c) non-conformances
 - viii. discuss arrangements for all administrative requirements, including the date for a relationship workshop (if required under Clause 3.2.2) and information and documents which the Contractor is obliged to submit to the Administrator
 - ix. deal with any other matters nominated by the Contractor or the Administrator, and
 - x. deal with requirements for a post-construction review.

- c) The Administrator shall, within five Business Days of the Prestart Conference, issue to the Contractor a copy of the minutes. Within two Business Days of receipt of the copy of the minutes, the Contractor shall notify the Administrator in writing of any Item from the minutes which, in its opinion, has not been correctly recorded. Within a further two Business Days, the Administrator shall arrange to amend the minutes where necessary and will return two copies to the Contractor for confirmation of the minutes. The Contractor shall confirm the minutes by returning a signed copy to the Administrator within two Business Days of receipt. The CLT (if any) may review and provide guidance to the parties in relation to the content of those minutes.

4.3 Site Conferences

- a) The Contractor shall arrange for conferences to be held at the Site (Site Conferences) to:
 - i. review progress of the Work Under the Contract
 - ii. review the Contract Plan documents and issues relating to progress of the Work Under the Contract
 - iii. review non-conformances and dispositions, and
 - iv. discuss any matters of concern related to the project with a view to their resolution as far as possible.
- b) Site Conferences shall be held until Practical Completion at the intervals stated in Item 10A or at such other intervals as are otherwise mutually agreed between the Principal, the Contractor and the Administrator (such interval not exceed a period of one month).
- c) Site Conferences shall be attended by the Contractor, the Principal and the Administrator, and/or their senior representatives. Subject to the prior approval of the Administrator, which may be given or withheld in its absolute discretion, other persons may attend all or part of any Site Conference, but:
 - i. at no time more than four persons from either the Contractor or the Administrator, and
 - ii. members of the CLT (if any) may attend any Site Conference without the approval of the Administrator, which may be given or withheld in its absolute discretion.
- d) The Administrator will chair each Site Conference and will arrange for the recording of minutes. The Administrator shall, within five Business Days of each Site Conference, issue to the Contractor, a copy of the minutes. Within two Business Days of receipt of the copy of the minutes, the Contractor shall notify the Administrator in writing of any Item from the minutes which, in its opinion, has not been correctly recorded. Minutes of a Site Conference will be confirmed at the next Site Conference. The CLT (if any) may provide guidance to the parties in relation to the content of those minutes.

4.4 Contract Performance Assessment

- a) The Administrator shall score on the Contractor's performance as set out in the Form C7901 on a monthly basis and hand over to the Contractor for any comments. The Contractor shall take all reasonable steps to provide additional comments in a timely manner.
- b) Upon reaching Practical Completion and issuance of Final Certificate, the Administrator and the Contractor shall prepare detailed performance reports using Form C7902. The same

Form C7902 shall be used for performance assessment at reaching milestones in the Contract or as directed by the Principal.

- c) If required, a separate meeting may be arranged to discuss the Administrator's performance report or this topic can be accommodated as part of monthly Site Conferences. If a separate meeting is arranged then it should be attended by the Administrator and the Contractor and/or their senior representatives. Subject to the prior approval of the Administrator, which may be given or withheld in its absolute discretion, other persons may attend all or part of any performance assessment meeting, but members of the CLT (if any) may attend without the approval of the Administrator.
- d) The Administrator shall take all reasonable steps in a timely manner to obtain the signature of the Contractor on the Form C7901 or C7902 and submit to the department's project manager or the Principal's Representative for comments and submission to the Prequalification and Contracts Unit.
- e) The department's project manager or Principal's Representative, within reasonable time, shall include any comments and send a signed copy (portable document format or PDF) via electronic mail to:

Department of Transport and Main Roads, Program Management & Delivery

Attention: Prequalification and Contracts Unit

Email address: [REDACTED]

- f) If the Administrator and department's project manager roles are shared by a same person, then the performance reports shall be reviewed by the Manager (Delivery) or Principal's Representative and any additional comments to be added prior to submission to the Prequalification and Contracts Unit.
- g) The department's prequalification committee members or its nominees may attend any performance meetings including Site Conferences to discuss the contract performance without prior invitation and if necessary, moderate the scorings on behalf of the Principal.

5 Security and Retention Moneys

5.1 Purpose

- a) The Primary Security, Retention Moneys, Retention Security, and any additional security are, subject to the provisions of Clause 5, for the purpose of (in order of priority):
 - i. ensuring the due and proper performance of the Contract by the Contractor (including the satisfaction of any debts due from the Contractor to the Principal and any Claims which the Principal may have against the Contractor), and
 - ii. satisfying Claims of Charge as provided in Clause 5.7.
- b) The Subcontractor Payment Security is, subject to the provisions of Clause 5, for the purpose of (in order of priority):
 - i. satisfying Claims of Charge as provided in Clause 5.7, and
 - ii. ensuring the due and proper performance of the Contract by the Contractor (including the satisfaction of any debts due from the Contractor to the Principal and any Claims which the Principal may have against the Contractor).

5.2 Provision of security

Within 10 Business Days of the Date of Acceptance of Tender, the Contractor shall lodge with the Principal security in accordance with Item 11A.

5.3 Substitution of security for Retention Moneys

- a) The Contractor may, at any time with the prior written consent of the Principal (which the Principal may give or withhold), lodge with the Administrator Retention Security in substitution for Retention Moneys (or the Principal's right to deduct Retention Moneys) as discussed under Clause 42.3.
- b) If the Contractor provides such security, the Principal shall, to the extent of that security:
 - i. not deduct Retention Moneys under Clause 42.3, and
 - ii. release any Retention Moneys previously deducted under Clause 42.3 immediately upon the provision of such security.

5.4 Form of security

- a) The Primary Security, the Retention Security and the Subcontractor Payment Security shall, in each case, be any of the following:
 - i. an unconditional irrevocable bank guarantee from a bank as defined under s36 of the *Acts Interpretation Act 1954* in the forms included in the Tender Documents (Forms C7840, C7841, C7842, C7855) that:
 - a) complies with the requirements of Part 2, Division 6 of the *Financial and Performance Management Standard 2009 (Qld)*, and
 - b) is approved by the Principal in its absolute discretion
 - ii. an unconditional irrevocable insurance bond from an insurance company, in the forms included in the Tender Documents (Forms C7843, C7844, C7845, C7856), that:
 - a) complies with the requirements of Part 2, Division 6 of the *Financial and Performance Management Standards 2009 (Qld)*, and
 - b) is approved by the Principal in its absolute discretion
 - iii. If the security provider has stopped being an approved security provider, the Contractor shall, immediately upon request by the Principal, substitute that bank guarantee or insurance bond submitted to the Principal.
- b) The costs of and incidental to providing any security (including all stamp duty and other taxes payable in respect of the security) shall be borne by the Contractor.

5.5 Conversion of security

- a) The Principal may convert into money at any time, such part of the Primary Security, the Retention Security and/or any additional security provided pursuant to Clause 42 that does not consist of money, whether or not it is entitled to exercise a right under the Contract in respect of the security.
- b) The Principal shall not be liable in any way for any loss occasioned by the conversion of any security into money whether that conversion is done pursuant to this Clause 5.5 or any other clause.

5.6 Recourse to security and Retention Moneys

- a) The Principal may have recourse to the Primary Security, the Retention Security and/or the Retention Moneys if:
 - i. the Principal has become entitled to exercise a right under the Contract in respect of any such security and/or Retention Moneys, and/or
 - ii. the Principal has received a Notice of Claim.
- b) The Principal may have recourse to the Subcontractor Payment Security if:
 - i. the Principal has received a Notice of Claim, and/or
 - ii. the Principal has otherwise become entitled to exercise a right under the Contract in respect of that security (and notwithstanding any other provision of the Contract, the Principal shall not be so entitled until three months after the date of issue of the Final Certificate, and, even then, the Principal shall only be so entitled if it has exercised its powers under Clause 5.7(a)(ii) in respect of any Notices of Claim which it has received).
- c) Nothing in any other part of Clause 5 shall limit the Principal's rights under Clause 5.5 or oblige the Principal to have recourse to any security and/or Retention Moneys where the Principal has received a Notice of Claim.

5.7 Notice of Claim received

- a) Where the Principal has received a Notice of Claim, the moneys mentioned in Clauses 5.7(b)(i) to (b)(vi):
 - i. shall, for the purposes of Section 109(1) of the *Payments Act*, be deemed to be moneys payable to the Contractor by the Principal under the Contract, and
 - ii. may, in respect of any Notice of Claim, be retained by the Principal in accordance with Section 126(2) of the *Payments Act* or be used by the Principal to make a payment into court under Section 126(4) of the *Payments Act*.
- b) The moneys mentioned in Clause 5.7(a) are:
 - i. the moneys resulting from the conversion into money of any part of the Subcontractor Payment Security that did not consist of money
 - ii. the moneys resulting from the conversion into money of any part of the Primary Security that did not consist of money (but only the balance remaining after the Principal has exercised all of its rights against such moneys)
 - iii. the balance of the Retention Moneys after the Principal has exercised all of its rights against such moneys, and
 - iv. the moneys resulting from the conversion into money of any part of the Retention Security that did not consist of money (but only the balance thereof remaining after the Principal has exercised all of its rights against such moneys).
- c) If any part of the Primary Security, the Retention Security, the Subcontractor Payment Security, the moneys resulting from the conversion into money of any of those securities or the Retention Moneys is retained by the Principal or paid into

court as provided in Clause 5.7(a)(ii), the Contractor shall within 10 Business Days of being directed to do so by the Principal, lodge further security for an amount equal to the amount retained or paid into court. If the Contractor fails to provide such further security within the stated time, the Principal may deduct from any moneys otherwise due to the Contractor, an amount equal to the amount of the further security required by this Clause 5.7 and such deduction shall become part of the Primary Security, the Retention Security or the Subcontractor Payment Security (as the case requires).

5.8 Reduction of security and Retention Moneys

- a) Upon the issue of the Certificate of Practical Completion, the Principal's entitlement to:
 - i. the Primary Security
 - ii. the Retention Moneys, and
 - iii. the Retention Securityshall be reduced to the percentage stated in Item 11B.
- b) Subject to Clause 5.8(a), if, in the opinion of the Administrator, it is reasonable to further reduce the Principal's entitlement to the Primary Security, the Retention Security and/or the Retention Moneys, that entitlement shall be reduced to the amount which the Administrator determines to be reasonable.
- c) The Principal shall, within 10 Business Days of the Administrator making such a determination, release the Primary Security, the Retention Security and/or the Retention Moneys (as the case requires) in excess of the entitlement determined by the Administrator.

5.9 Release of security

- a) If the Contractor has provided additional security pursuant to Clause 42.4, the Principal shall, at the request of the Contractor, release that additional security within 10 Business Days of the incorporation into the Works of the unfixed plant or materials in respect of which the additional security was provided.
- b) On achieving Practical Completion, any additional securities requested by the Principal from the Contractor at award stage, shall be released by the Principal within 10 Business Days of being notified by the Administrator to release such securities.
- c) Where the Final Certificate shows that there is no balance owing by the Contractor to the Principal, the Principal shall, subject to the provisions of Clause 5:
 - i. within 10 Business Days of the issue of the Final Certificate, release to the Contractor any Primary Security, Retention Security or Retention Moneys then held by the Principal, and
 - ii. within four months after the issue of the Final Certificate, release to the Contractor any Subcontractor Payment Security then held by the Principal.

5.10 Interest on security and Retention Moneys

- a) The Principal shall own any interest earned on:
 - i. any Primary Security, Retention Security, Subcontractor Payment Security and/or additional security provided under Clause 42.4, which is converted into money, and

- ii. any Retention Moneys.
- b) The Principal does not hold any such security, converted moneys or Retention Moneys upon any trust for the Contractor or any other party.

5.11 Deed of guarantee, undertaking and substitution

Where:

- a) the Contractor is a Corporation that is related to, or is a Subsidiary of, another Corporation, and
- b) the Principal has included in the Tender Documents a Form of deed of guarantee, undertaking and substitution

the Contractor shall, if requested by the Principal in writing, lodge with the Principal within 10 Business Days after that request having been made a deed of guarantee, undertaking and substitution in the form of Form C7848 duly executed by the Contractor and that other Corporation for the performance of the obligations and the discharge of the liabilities of the Contractor under or arising out of the Contract.

5.12 Composite securities

- a) In this Clause 5.12, a reference to a Security is a reference to a Primary Security, a Retention Security, a Subcontractor Payment Security, an additional security provided under Clause 42.4 or any other bank guarantee or insurance bond provided as a security in relation to this Contract, as applicable.
- b) If the Contractor provides a Security to the Principal in accordance with this Contract that is comprised of two or more bank guarantees or insurance bonds, the Principal:
 - i. by accepting the provision of that Security in that form, does not limit or restrict the Principal's absolute discretion in deciding which of those bank guarantees or insurance bonds to have recourse to; and
 - ii. in having recourse to that Security, is not obliged to do so in a proportional or prorated manner as between the bank guarantees or insurance bonds comprising that Security.
- c) Where:
 - i. the Contractor is comprised of two or more entities, and
 - ii. those entities elect to satisfy the Contractor's obligation to provide Security to the Principal by each entity providing part of that Security to the Principal,

Clause 5.12(b) will apply as though each entity's bank guarantee or insurance bond is a separate bank guarantee or insurance bond provided by the Contractor which together comprise the Security provided by the Contractor.
- d) Where the Contractor is comprised of two or more entities, Clause 50.1 is not amended, waived or otherwise affected by the Principal accepting the provision of Security in the manner described in Clauses 5.12(b) or (c) (as applicable).

6 Evidence of Contract

6.1 Contract in absence of Formal Instrument of Agreement

Unless and until a Formal Instrument of Agreement is executed by the parties, the Letter of Acceptance, including documents or parts of documents referred to in, or attached to, the Letter of Acceptance, shall evidence the Contract.

6.2 Formal Instrument of Agreement

- a) Item 12A specifies that a Formal Instrument of Agreement is required. The Principal shall prepare in triplicate a Formal Instrument of Agreement and shall, within 20 Business Days after the Date of Acceptance of Tender, forward it to the Contractor with a request that it be executed.
- b) Within 10 Business Days after being requested in writing by the Principal so to do, the Contractor shall execute all three copies of the Formal Instrument of Agreement in the manner directed in writing by the Principal and return them to the Principal.
- c) Within 10 Business Days after receipt from the Contractor of the three copies of the Formal Instrument of Agreement duly executed by the Contractor, the Principal shall execute all three copies and forward one copy to the Contractor.
- d) The Administrator may extend the periods under Clause 6.2 by notice in writing to the parties.
- e) The Principal shall bear the cost of any stamp duty payable on the Contract.
- f) Notwithstanding any other provision of the Contract, and without prejudice to any other right or remedy which the Principal may have, if the Contractor has failed to comply with this Clause 6.2, the Principal may withhold payment until the Contractor complies with this Clause 6.2.

6.3 Collusive arrangements

The Contractor warrants and represents to the Principal that:

- a) it had no knowledge of the Tender Price of any other Tenderer for the Work Under the Contract at the time of submission of its Tender
- b) except as disclosed in its Tender, it has not entered into any Contract, arrangement or understanding to pay or allow to be paid any money directly or indirectly to a trade or industry association (above the published standard membership fee) or to or on behalf of any other Tenderer in relation to its Tender or this Contract, nor paid or allowed to be paid any money on that account
- c) except by prior agreement with the Principal, it has not paid or allowed to be paid or entered into any Contract, arrangement or understanding to pay or allow to be paid any money directly or indirectly to or on behalf of any other Tenderer nor received any money or allowance from or on behalf of any other Tenderer in relation to its Tender or this Contract, nor will it pay or allow or receive any money, and
- d) if, without the Principal's prior agreement, it receives or has received any money or allowance from any other Tenderer in relation to its Tender, the other Tenderer's Tender or this Contract, then without prejudice to any other right or remedy of the Principal, such money or allowance

shall be deemed to be held by the Contractor on trust for the Principal and shall be paid to the Principal within five Business Days.

7 Service of notices

7.1 Notice requirements

- a) Subject to Clause 7.1(b), a notice, request, consent, approval, direction or other communication (notice) under or for the purposes of the Contract shall be:
 - i. in writing, in English and addressed to the receiving party, and
 - ii. either:
 - a. sent by registered post to or left at the address specified in Item 4B, 5B or 6B (as the case may be)
 - b. handed to the other party and/or the Administrator (as the case may be)
 - c. sent by email to the email address specified in Item 4D, 4F, 5C or 6D (as the case may be), or
 - d. sent via a proprietary document management system which the parties have agreed in writing may be used for the purpose of giving a notice under the Contract.
- b) Service of a notice under Clauses 44.2, 44.4, 44.7, 44.9 or 47.1 shall only be valid if effected in accordance with Clause 7.1(a)(ii)(a) or 7.1(a)(ii)(b).

7.2 Time of receipt

A notice is deemed to have been received:

- a) if sent by registered post, on the third Business Day (or the 10th Business Day if posted to or from a place outside Australia) after posting
- b) if delivered personally, upon delivery
- c) if sent by email:
 - i. on a Business Day, on dispatch of the transmission, or
 - ii. on a Day other than a Business Day, on the next Business Dayunless the sender's server indicates a malfunction or error in transmission or the recipient within four hours of sending notifies the sender of an incomplete transmission, or
- d) if sent via any proprietary document management system which the parties have agreed may be used for the purpose of giving a notice under the Contract, upon notification from that system to the recipient of the notice having been delivered on the proprietary document management system.

7.3 Notice details

A party may specify another address or email address for the purposes of this Clause 7, by notice to the other party.

7.4 Service of payment Claims

- a) Service of payment Claims under the *Payments Act* by the Contractor on the Principal shall be made by forwarding or serving such Claims on the same Day to both the Administrator and the Principal.

- b) The Contractor shall ensure that within 24 hours after any notice under the *Payments Act* (other than a payment Claim or payment schedule) is given or received by the Contractor or any Subcontractor, a copy of that notice is given to both the Principal and the Administrator.

8 Contract documents

8.1 Order of precedence of documents

- a) The Contract is comprised of the documents listed in the Formal Instrument of Agreement (or the Letter of Acceptance, unless and until a Formal Instrument of Agreement is executed by the parties).
- b) Unless otherwise expressly stated in the Formal Instrument of Agreement or the Letter of Acceptance (as the case may be) or in a version of Form C7871 attached to the Formal Instrument of Agreement or Letter of Acceptance, the following order of precedence shall apply where there is any ambiguity, discrepancy or inconsistency between the documents comprising the Contract, with the higher in the list having a higher priority:
 - i. Formal Instrument of Agreement
 - ii. Letter of Acceptance, including any post-Tender correspondences and the Schedule of Deviations (if applicable) listed or referred to in the Letter of Acceptance
 - iii. notices to Tenderers
 - iv. Special Conditions of Contract (Annexure D to these General Conditions of Contract) if any
 - v. these General Conditions of Contract, including:
 - a) Annexure A (Contract Details)
 - b) Annexure B (Commercial Framework)
 - c) Annexure C (Certification Functions of the Administrator), and
 - d) Clause Bank (C7836)
 - vi. Project Specific Specifications including MRTS Annexures
 - vii. Project Specific Drawings
 - viii. Standard Specifications
 - ix. Standard Drawings
 - x. Conditions of Tendering and Conditions of Tendering Annexure
 - xi. Completed Tender Form and Tender Schedules
 - xii. Other Contract Documents.

8.2 Discrepancies

- a) The several documents forming the Contract are to be taken as mutually explanatory of one another. If either party discovers any ambiguity or discrepancy in any document prepared for the purpose of executing the Work Under the Contract, that party shall notify the Administrator in writing of the ambiguity or discrepancy as soon as possible but not later than five Business Days of first becoming aware of the ambiguity or discrepancy. In the event of

any such ambiguity or discrepancy, the Administrator shall within five Business Days of receiving such advice or discovering the discrepancy, direct the Contractor as to the interpretation to be followed by the Contractor in carrying out the work.

- b) If the direction from the Administrator under Clause 8.2(a) causes the Contractor to incur more or less cost than the Contractor could reasonably have anticipated at the time of tendering, the difference shall be valued under Clause 40.5.

8.3 Dimensions

Where any discrepancy exists between figured and scaled dimensions, the figured dimensions shall prevail.

8.4 Supply of documents and information by Principal

- a) The Principal shall supply to the Contractor the number of copies stated in Item 13A of the Drawings, Specifications and Other Documents required by the Contract to be supplied to the Contractor by the Principal. Documents supplied to the Contractor by the Principal shall remain the property of the Principal and shall be returned by the Contractor to the Principal on demand in writing. The documents shall not, without the prior written approval of the Principal, be used, copied or reproduced for any purpose other than the execution of the Work Under the Contract.
- b) The Contractor warrants that it has and it shall be deemed to have:
 - i. examined carefully and to have acquired actual knowledge of the contents of the Contract documents, the Principal's Requirements (if applicable), the Tender Documents and any other information made available in writing by the Principal or any other person on the Principal's behalf to the Contractor for the purpose of preparing and submitting the Contractor's Tender
 - ii. examined all information relevant to the risks, contingencies and other circumstances which could affect the Contractor's Tender and which was obtainable by the making of detailed enquiries
 - iii. informed itself of the nature of the work and materials necessary for the execution of the Work Under the Contract and the means of access to and facilities at the Site and transport facilities for deliveries to or from the Site
 - iv. informed itself as to the availability and cost of labour including the costs of complying with obligations imposed by any agreement between the relevant building industry unions and employers relating to the execution of construction and building work similar to the Work Under the Contract
 - v. satisfied itself as to the correctness and sufficiency of the Contract Sum and that the Contract Sum covers the cost of complying with all its obligations under the Contract and of all matters and things necessary for the due and proper performance and completion of the Work Under the Contract
 - vi. informed itself of all requirements of the Authorities in relation to the Work Under the Contract generally, and without limiting the generality of the foregoing, in relation to measures necessary to protect the environment from any adverse effect or damage arising from execution of the Work Under the Contract

- vii. obtained all appropriate professional and technical advice on all matters and circumstances with respect to the matters referred to in Clause 8.4(b)(i) to (vi) prior to submitting its Tender for the Work Under the Contract, and
- viii. entered into this Contract based on its own investigations, interpretations, deductions, information and determinations and the Contractor acknowledges that it is aware that the Principal has entered into the Contract relying upon this acknowledgment and warranty.
- c) Failure by the Contractor to do all or any of the things it is deemed to have done under Clause 8.4(b) will not relieve the Contractor of any of its obligations or liabilities under the Contract, including its obligation to perform and complete the Work Under the Contract in accordance with the Contract.

8.5 Supply of documents by Contractor

- a) If the Contract requires the Contractor to supply documents, the Contractor shall supply the number of copies stated in Item 13C.
- b) If the Contractor submits documents to the Administrator, then:
 - i. the Administrator shall not be bound to check the documents for errors, omissions or compliance with the requirements of the Contract
 - ii. notwithstanding the provisions of Clauses 3.2.1 or 23, the Administrator's approval or direction as to suitability shall not relieve the Contractor from responsibility for the Contractor's errors or omissions or compliance with the requirements of the Contract
 - iii. if the Contract provides that the Contractor must obtain the Administrator's direction whether documents are suitable or are not suitable then within the time stated in Item 13D after receipt of the documents, the Administrator shall notify the Contractor that the documents are suitable or are not suitable
 - iv. if the Administrator notifies the Contractor that the documents are not suitable, the Administrator shall give reasons why the documents are not suitable and the Contractor shall submit new or amended documents for the Administrator direction under this Clause 8.5 within five Business Days after receipt of the Administrator's notice
 - v. the Administrator shall not reject documents which are in accordance with the requirements of the Contract.
- c) Copies of documents supplied by the Contractor shall be the property of the Principal but shall not be used or copied otherwise than for the use, maintenance or alteration of the Works.

8.6 Design by Contractor

8.6.1 Definitions

- a) This Clause 8.6 only applies where Item 14A specifies the Contractor is required to design a Defined Part or where the Contractor has proposed an Alternative Tender that the Principal has accepted at the time of tendering and the Alternative Tender involved Contractor-supplied design.
- b) The parties agree that the Principal or the Administrator (as the case may be) may act in its absolute discretion when exercising any of its rights under Clause 8.6.

- c) Unless the context requires otherwise, in this Clause 8.6 and any other part of the Contract relating to work to be designed by the Contractor:
- i. 'Contractor's Construction Drawings' means the drawings prepared by, or on behalf of, the Contractor which are necessary for the construction and/or installation of the Defined Part.
 - ii. 'Contractor's Construction Specifications' means the specifications prepared by, or on behalf of, the Contractor which are necessary for the construction and/or installation of the Defined Part.
 - iii. 'Contractor's Design' means the design for the Defined Part which has been accepted pursuant to Clause 8.6.9(c)(i) or is deemed to have been accepted pursuant to Clause 8.6.11 and includes:
 - a) the Contractor's Construction Drawings, the Contractor's Construction Specifications and all other Drawings, Specifications, manuals, designs (including systems designs) and other information, calculations, samples, models, patterns and the like, and
 - b) any new software and any customised, modified or extended parts of any existing software (including associated data and documentation)required for the construction and/or installation of the Works or which the Contract requires the Contractor to create or cause to be created or to provide (in all forms, including electronic) and which has become the Contractor's Design in accordance with Clause 8.6.8.
 - iv. 'Contractor's Designer' means the consultants and/or employees stated in the Contractor's Tender or any replacement Designer approved by the Administrator under Clause 8.6.4, being the Designers engaged by the Contractor for the purpose of preparing the Contractor's Design and providing required Certificates.
 - v. 'Defined Part' means that part of the Work Under the Contract specified in Item 14B which is to be designed and constructed by the Contractor, including all necessary interfaces with the remainder of the Work Under the Contract.
 - vi. 'Designer's Certificate' means a certificate in the form of Form C7859.
 - vii. 'Designer's Deed of Covenant' means the deed between the Principal, the Contractor and the Contractor's Designer referred to in Clause 8.6.4, in the form of Form C7854.
 - viii. 'Principal's Requirements' means the written summary or outline of the Principal's requirements for the Defined Part described in the documents stated in Item 14C or in any relevant design provided by the Principal.

8.6.2 Contractor's warranties

The Contractor warrants that:

- a) it shall at all times be suitably qualified and experienced, and shall exercise due skill, care and diligence in the execution and completion of the design of the Defined Part
- b) the design of the Defined Part will be carried out and completed in accordance with the requirements of the Contract, and:

- i. such design will satisfy the Principal's Requirements and be fit and adequate for the purposes stated in, or that can be reasonably implied from the Contract, and suitable and adequate for the Site, and
 - ii. construction in accordance with such design will comply with the standards and other requirements specified by this Contract
- c) it will construct the Defined Part in accordance with the Contractor's Design:
 - i. in a proper and workmanlike manner
 - ii. using material of the nature described in the Contract which is of merchantable quality fit and adequate for its intended purpose, or failing any specific description, then using material of the best quality available which is of merchantable quality and fit and adequate for its intended purpose
- d) the Defined Part will, when constructed:
 - i. satisfy the Principal's Requirements and be fit and adequate for the purposes stated in, or that can be reasonably implied from, the Contract and be suitable and adequate for the Site, and
 - ii. comply with all the requirements of the Contract, including all Legislative Requirements and the requirements of all Authorities, and
- e) it will apply for, and obtain (or cause to be applied for and obtained) and will maintain, all certificates, licenses, consents, permits and other approvals of any Authority necessary for:
 - i. the execution of the Defined Part, and
 - ii. the occupation and use of the Defined Part.

8.6.3 Contractor's liabilities, obligations and warranties unaffected

The warranties in Clause 8.6.2 shall remain unaffected, notwithstanding:

- a) any design work in respect of the Defined Part may have been carried out by, or on behalf of, the Principal
- b) any comment upon, response to, review or acceptance of, giving or withholding of permission to use, approval to proceed with, direction or query in relation to or request to vary any Contractor's Construction Drawing or Contractor's Construction Specification or any part of the quality assurance system (in so far as it relates to the Defined Part), by the Principal, the Administrator or any agent, employee or consultant of the Principal
- c) any acceptance of a Drawing or Specification pursuant to Clause 8.6.9(c)(i) or deemed acceptance pursuant to Clause 8.6.11
- d) any variation directed or approved by the Principal in accordance with Clause 40, or
- e) the provision of any warranty under Clause 30.10.

8.6.4 The Contractor's Designer and Designer's Deed of Covenant

- a) The Contractor shall engage the Contractor's Designer to assist the Contractor to carry out and complete the Contractor's Design and to assist the Contractor to discharge its other obligations under Clause 8.6. The Contractor shall not terminate the engagement of the Contractor's Designer without the prior written consent of the Administrator.

- b) Before commencing any Work Under the Contract in respect of the Defined Part, the Contractor shall ensure that the Contractor's Designer takes out a professional indemnity insurance policy:
 - i. for a total aggregate of not less than the sum stated in Item 14D covering, among other things, Claims by the Principal, its employees and agents and third parties against the Contractor or the Contractor's Designer or by any other person arising out of or incidental to any negligent act, error or omission by the Contractor or the Contractor's Designer in connection with the professional activities and duties of the Contractor or the Contractor's Designer, and
 - ii. which is maintained until the Final Certificate is issued under Clause 42.8 and, after that, time for the period stated in Item 14E.
- c) The Contractor shall, if requested by the Principal, within five Business Days of the later of:
 - i. the Date of Acceptance of Tender, or
 - ii. the date the Contractor's Designer is engaged by the Contractorcomplete and execute, and procure the Contractor's Designer to complete and execute, a Designer's Deed of Covenant and deliver it to the Administrator.
- d) If having been requested by the Contractor to execute a Designer's Deed of Covenant, the Contractor's Designer fails to do so in the required Form and within the time period prescribed by this Clause 8.6.4, the Contractor shall, provided it has obtained the prior written approval of the Administrator, terminate the engagement of the Contractor's Designer and the Contractor shall nominate a further Designer for the approval of the Administrator. If the Administrator approves the replacement Designer, the provisions of this Clause 8.6.4 shall apply with respect to that Designer.

8.6.5 The Contractor's Design

The Contractor shall ensure the Design of the Defined Part is carried out and completed in accordance with the Contract and such that the Contractor's Design, the Contractor's Construction Drawings, the Contractor's Construction Specifications and the Defined Part:

- a) are in accordance with the Principal's Requirements
- b) are consistent with the Contractor's Tender for the Defined Part (except to the extent that the Contractor's Tender is inconsistent with the Principal's Requirements or the Other Contract Documents or provides for standards of finish, workmanship or materials of a lesser standard than that required by the Principal's Requirements or the Other Contract Documents, in which case the Contractor's Design shall be in accordance with the Principal's Requirements and the Other Contract Documents), and
- c) are sufficient to enable the Contractor to construct and complete the Defined Part.

8.6.6 Submission of Contractor's Construction Drawings, Specifications and certificate

The Contractor shall, in accordance with the documentation program required under Clause 8.6.13, submit to the Administrator:

- a) five copies of the Drawings and Specifications for the Defined Part or as otherwise specified in Item 13C, and

- b) with the copies of the Drawings and Specifications for the Defined Part submitted under Clause 8.6.6(a), five copies of a Designer's Certificate from the Contractor's Designer (signed by a Principal of the Contractor's Designer).

8.6.7 No obligations to review or check Drawings and Specifications

- a) Neither the Principal nor the Administrator is required to review or check any Drawings or Specifications submitted by the Contractor under Clause 8.6.6 or 8.6.10(a) or any reasons or supporting information submitted by the Contractor under Clause 8.6.10(b):
 - i. for errors, omissions or compliance with the Contract (including the Principal's Requirements), or
 - ii. for any other purpose whatsoever.
- b) The Contractor acknowledges that in considering and responding to any Drawings or Specifications submitted by the Contractor (if any such consideration occurs or response is given), the Principal and the Administrator will be relying upon:
 - i. the advice, skill and judgment of the Contractor and the Contractor's Designer
 - ii. the Designer's Certificate provided under Clauses 8.6.6 and 8.6.10(a)
 - iii. any reasons and supporting information given by the Contractor under Clause 8.6.10(b), and
 - iv. the warranties given by the Contractor under the Contract.
- c) No review of, comments upon, rejection of, or failure to review or comment upon or reject, any Drawings or Specifications submitted by the Contractor or any other direction by the Principal or Administrator about such Drawings or Specifications forming part of the Contractor's Design will:
 - i. relieve the Contractor from, or alter or affect, the Contractor's liabilities or responsibilities whether under the Contract or otherwise according to law, or
 - ii. prejudice the Principal's rights against the Contractor whether under the Contract or otherwise according to law.

8.6.8 Permission to use required before construction

The Contractor shall not commence construction of any part of the Defined Part unless and until Drawings and Specifications for that part of the Defined Part have been submitted under Clause 8.6.6 or 8.6.10(a) and either:

- a) the Administrator has accepted the Contractor may use those Drawings and Specifications for the construction of the Defined Part in accordance with Clause 8.6.9(c)(i), or
- b) the Administrator is deemed to have accepted those Drawings or Specifications may be used by the Contractor for the construction of the Defined Part as provided in Clause 8.6.11.

8.6.9 Giving and withholding permission to use

Within 10 Business Days after the submission by the Contractor to the Administrator of:

- a) Drawings and Specifications and the accompanying Designer's Certificate in accordance with Clause 8.6.6

- b) resubmitted Drawings and Specifications and the accompanying Designer's Certificate in accordance with Clause 8.6.10(a), or
- c) reasons and supporting information in accordance with Clause 8.6.10(b) concerning Drawings and Specifications for which the Administrator has previously withheld permission to use

as the case may be, the Administrator may either:

- i. give the Contractor notice in writing that it accepts use of the relevant Drawings and Specifications by the Contractor for the construction of the Defined Part, or
- ii. advise the Contractor in writing that it does not accept such Drawings or Specifications and give the Contractor brief reasons for withholding permission.

8.6.10 Where permission to use is withheld

If the Administrator advises the Contractor under Clause 8.6.9(c)(ii) that it does not accept the Drawing or Specification, the Contractor shall either:

- a) amend the Drawing or Specification and resubmit it to the Administrator together with an accompanying Designer's Certificate in accordance with Clause 8.6.6, or
- b) submit written reasons and supporting information to the Administrator stating why use of the Drawing or Specification should be accepted.

8.6.11 Deemed permission to use

If within 10 Business Days after submission by the Contractor to the Administrator of:

- a) a Drawing or Specification and the accompanying Designer's Certificate in accordance with Clause 8.6.6
- b) a resubmitted Drawing or Specification and the accompanying Designer's Certificate in accordance with Clause 8.6.10(a), or
- c) reasons and supporting information in accordance with Clause 8.6.10(b) concerning a Drawing or Specification for which the Administrator has previously withheld permission to use

as the case may be, the Administrator has not responded to the Contractor as provided in Clause 8.6.9(c)(i) or 8.6.9(c)(ii), then upon the expiration of the relevant 10 Business Day period, the Administrator shall be deemed to have accepted the use of the relevant Drawing or Specification by the Contractor for the construction of the Defined Part to the extent that the document complies with the requirements of the Contract.

8.6.12 Documents become part of the Contractor's Design

A Drawing or Specification submitted under Clause 8.6.6 or resubmitted in accordance with Clause 8.6.10(a) shall become part of the Contractor's Design:

- a) when the Administrator has accepted that Drawing or Specification may be used by the Contractor for the construction of the Defined Part pursuant to Clause 8.6.9(c)(i), or
- b) where such acceptance is deemed to have occurred pursuant to Clause 8.6.11.

8.6.13 Documentation program

- a) The Contractor shall, as part of the program which it is obliged to provide pursuant to Clause 33, submit a documentation program to the Administrator setting out the order in which

and times by which Drawings and Specifications for the construction of the Defined Part are to be completed and submitted to the Administrator.

- b) The Contractor shall ensure that the documentation program provides for, and makes due allowance for, those Drawings and Specifications to be prepared and supplied to the Administrator within the time required by and at a rate consistent with the maintenance of progress of the Defined Part in accordance with the Current Program (provided that no more than a reasonable number of Drawings or Specifications are to be submitted to the Administrator on any one Day).

8.6.14 No departure from Contractor's Design

- a) The Contractor shall carry out and complete the Defined Part strictly in accordance with the Contractor's Design.
- b) The Contractor shall not depart from, or change, the Contractor's Design unless the departure or change (including a departure or change required by a variation directed by the Administrator under Clause 40.1):
 - i. is not inconsistent with the Principal's Requirements or any other Contract requirements, and
 - ii. will not materially affect the design and construction of the Defined Part.
- c) Where there is any departure or change to the Contractor's Design pursuant to Clause 8.6.14(b), the Contractor shall prepare Drawings and Specifications in relation to the departure or change in accordance with Clause 8.6.5 and submit them, together with relevant Designer's Certificates, in accordance with Clause 8.6.6 and the Administrator shall be deemed to have accepted those Drawings and Specifications in accordance with Clause 8.6.11.
- d) If any departure or change to the Contractor's Design is inconsistent with the Principal's Requirements or any other Contract requirements or will materially affect the Defined Part, the Contractor shall resubmit Drawings and Specifications in relation to the departure or change in accordance with Clause 8.6.6 and Clauses 8.6.6 to 8.6.12 shall apply in respect of those resubmitted Drawings and Specifications.
- e) No acceptance or deemed acceptance by the Administrator in connection with a departure from or change to a Contractor's Design as contemplated by this Clause 8.6.14 shall:
 - i. constitute, or be treated as, a variation direction by the Administrator under Clause 40.1
 - ii. entitle the Contractor to any additional payment or any extension of the Date of Practical Completion, or
 - iii. affect the warranties or obligations of the Contractor under Clause 8.6.2.

8.6.15 Copyright in design

- a) The Contractor warrants that:
 - i. it and/or the Contractor's Designer owns the copyright in all of the Drawings and Specifications prepared by them for the purposes of the construction of the Defined Part, and
 - ii. it has the right and the Authority to grant the licence mentioned in Clause 8.6.15(b).

- b) The Contractor hereby grants to the Principal an irrevocable royalty-free licence to use the documents mentioned in Clause 8.6.15(a)(i) for the Work Under the Contract, for any subsequent operation, maintenance, repairs, additions or alterations of or to the Defined Part and for any other purpose including other non-related projects. This licence will survive the breach, repudiation, rescission, frustration, cancellation, termination, completion or any other discharge of the Contract and any takeover of the whole or any part of the Work Under the Contract.
- c) Where the Principal uses any of the documents mentioned in Clause 8.6.15(a)(i) other than for the purposes of this Contract or in connection with the Work Under the Contract, it does so at its own risk.

8.6.16 Conditions precedent to issue of Certificate of Practical Completion

The Contractor shall, as a condition precedent to the issue of the Certificate of Practical Completion, hand over the following to the Administrator:

- a) three sets of as-constructed Contractor's Construction Drawings and Contractor's Construction Specifications in a Form and containing such details as may be required by the Administrator
- b) a Designer's Certificate certifying that the as-constructed Contractor's Construction Drawings and Contractor's Construction Specifications comply with the requirements of the Contract and the Contractor's Design, and
- c) records and reporting relevant to Work Under the Contract required by legislation, government policy or specific contractual conditions, provided in electronic form unless otherwise agreed by the Administrator.

8.6.17 Ambiguities and discrepancies in the Contractor's Design

Clause 8.2(b) shall apply to a Defined Part only where the ambiguity or discrepancy is in the Principal's Requirements. Where the ambiguity or discrepancy is:

- a) in the Contractor's Design or any Drawing or Specification produced by the Contractor in respect of a Defined Part (including in or between any of the Contractor's Construction Drawings or the Contractor's Construction Specifications), or
- b) between the Contractor's Design or any Drawing or Specification produced by the Contractor in respect of a Defined Part (including any Contractor's Construction Drawings or the Contractor's Construction Specifications) and the Principal's Requirements

such ambiguity or discrepancy shall be at the Contractor's risk and the direction shall not entitle the Contractor to any extra payment or an extension of time.

8.7 Workshop drawings

The Contractor shall prepare all fabrication, erection and construction drawings (workshop drawings), required to supplement any information supplied by the Principal and these shall be submitted to the Administrator for a direction as to their suitability, in accordance with Clause 8.5, where specified, at the time specified or, if not specified, 15 Business Days before any work shown in such workshop drawings is commenced.

8.8 Availability of documents

- a) While Work Under the Contract is being performed, one complete set of Drawings, Specifications and other written information supplied by the Principal, the Administrator and the Contractor shall be kept by the Contractor at the Site or other location approved in writing by the Principal and shall be available at all times for reference by the Principal, the Administrator and any persons nominated in writing by either of them.
- b) During the manufacture or assembly of any significant part of the Work Under the Contract away from the part of the Site where the Works are to be constructed, a set of the Drawings and written information relevant to that part of the work shall be kept by the Contractor at the place of manufacture or assembly and shall be available for reference by the Principal, the Administrator and any person nominated in writing by either of them.

8.9 Confidential information

- a) Drawings, Specifications and other information, samples, models, patterns and the like, supplied by either the Contractor or the Principal and marked or otherwise identified as confidential, shall be regarded as confidential and shall not be disclosed to a third party except with the prior agreement of the other party to the Contract.
- b) If required in writing by a party, the other party shall enter into a separate agreement not to disclose to anyone else any confidential matter even after the issue of the Final Certificate pursuant to Clause 42.8 or the earlier termination of the Contract.

8.10 Information Privacy Act 2009

- a) The Contractor acknowledges that the Contractor is a Bound Contracted Service Provider and the Information Commissioner's (as defined under the Act) functions include conducting reviews into Personal Information handling practices of Bound Contracted Service Providers and conducting compliance audits to assess Bound Contracted Service Providers' compliance with the privacy principles.
- b) The Contractor shall promptly advise the Principal of any:
 - i. enforcement of the Contractor's obligations under the *Information Privacy Act 2009* (Qld) in connection with the Contract, including enforcement through Compliance Notices given to the Contractor, and
 - ii. Privacy Complaints in connection with the Contractor's discharge of its obligations under the Contract, including any Privacy Complaints to which the Contractor is a respondent.
- c) The Contractor shall take any actions reasonably required by the Principal in connection with the matters referred to in Clause 8.10(b), including steps to comply with any Compliance Notice.
- d) The Contractor shall keep the Principal informed about actions of the Information Commissioner in connection with the Contract of which the Contractor becomes aware.
- e) The Contractor shall immediately notify the Principal if the Contractor becomes aware that disclosure of Personal Information held in relation to this Contract is, or may be, required or authorised by law.
- f) Where:

- i. an individual makes an application to the Principal for access to, or amendment of, a Document containing the individual's Personal Information, whether the application is made under the *Information Privacy Act 2009* (Qld) or otherwise, or
- ii. a Privacy Complaint is made to the Principal, including any Privacy Complaints to which the Principal is a respondent, the Contractor shall, as soon as possible following the Principal's request, but no later than two Business Days after such request from the Principal:
 - a) submit to the Principal any Document specified by the Principal
 - b) amend or notate any Document specified by the Principal
 - c) provide information to the Principal concerning the Contractor's discharge of its obligations under this Clause 8.10, and
 - d) take other reasonable actions required by the Principal.
- g) The Principal may request the Contractor to comply with privacy and security measures under the *Information Privacy Act 2009* (Qld) and the *Right to Information Act 2009* (Qld). Such request will be in writing.
- h) In relation to this Clause 8.10, the Administrator shall act as an agent of the Principal.
- i) Following the issuing of the Certificate of Practical Completion and prior to the issue of the Final Certificate, the Contractor shall forward any Personal Information on members of the community held by the Contractor to the Principal. Following confirmation of receipt by the Principal, the Contractor shall destroy all such information in the Contractor's possession.
- j) This Clause 8.10 survives termination or expiry of the Contract.

8.11 Media releases and communication material

The Contractor shall not issue any information, publication, document or article for external release or publication concerning the project to third parties or in any media (including social) without prior approval of the Principal. The Contractor shall refer to the Principal any enquiries concerning the project from any media.

9 Assignment and subcontracting

9.1 Assignment

- a) Neither party shall, without the prior written approval of the other, and except on such reasonable terms and conditions as are determined in writing by the other, assign the Contract or any payment or any other right or benefit or interest thereunder.
- b) The Contractor shall not without the written approval of the Administrator allow a Subcontractor to assign a subcontract or any payment or any other right, benefit or interest under a subcontract.

9.2 Subcontracting

9.2.1 Prior consent required

The Contractor shall not:

- a) subcontract the whole of the Work Under the Contract

- b) subcontract or allow a Subcontractor to subcontract any Work Under the Contract, if:
 - i. the value of the Work Under the Contract to be subcontracted exceeds the amount specified in Item 15A, or
 - ii. the Work Under the Contract to be subcontracted is subject to the requirements in Clause 9.3 in relation to registered suppliers

without the written approval of the Administrator, which may be given or withheld in the Administrator's absolute discretion.

9.2.2 Subcontractor documents

If the Best Practice Principles are applicable, the Contractor shall implement the following measures when preparing the documents required to enable the Contractor to call tenders and enter into subcontracts:

- a) include the Best Practice Principles in the tender documents when selecting Subcontractors to undertake work under the Contract
- b) supply to the Administrator the proposed tender documents for Subcontractors in a form satisfactory to the Administrator and which complies with the Contract before a tender is let and the Administrator may comment on or issue directions to the Contractor in respect of the proposed tender documents, although the Administrator is not bound to or to check for errors, omissions or compliance with the Contract
- c) if, for any reason, the Contractor modifies the proposed tender documents after they have been supplied to the Administrator in accordance with Clause 9.2.2(b), the Contractor shall supply the modified tender documents to the Administrator, together with details of and reasons for the modification
- d) finalise the proposed tender documents having regard to any comment and in compliance with any direction received from the Administrator
- e) not commence tendering of a Subcontract until the expiration of five Working Days after the receipt of the final version of the proposed tender documents by the Administrator, unless otherwise agreed in writing with the Administrator.
- f) provide Subcontract tenderers with the Best Practice Industry Conditions and the following guidance examples of best practice in relation to the Best Practice Principles, which are examples only and are not comprehensive, compulsory or exhaustive:
 - i. demonstrated commitment to training, including the engagement of apprentices and trainees
 - ii. demonstrated history of compliance with industrial laws, including work health and safety laws, and
 - iii. collective agreements that provide wages and conditions that attract a high quality and skilled workforce and tenderers may obtain further examples of such agreements at the following page on the Fair Work Australia website
<https://www.fwc.gov.au/awards-and-agreements/agreements>
- g) require Subcontract tenderers to:

- (i) demonstrate as part of their tender, how they propose to address each of the Best Practice Principles
 - (ii) demonstrate as part of their tender, how their terms and conditions of employment for the Subcontractor's personnel who will perform work under the Contract, compare to the Best Practice Industry Conditions
 - (iii) acknowledge that information relating to the Subcontractor relevant to the evaluation criteria that may be held by any Government Department or Instrumentality may be obtained by or made available to the Principal for its information and verification, and
 - (iv) execute a deed poll in favour of the Principal in the form set out in Schedule D and provide this as part of their tender
- h) ensure evaluation of subcontract tender responses against clear evaluation criteria and weightings, including evaluation of the terms and conditions of employment for the Subcontractor's personnel who will perform work under the Contract, against the Best Practice Industry Conditions
- i) record all evaluation findings and, if requested, submit these to the Administrator at the completion of each subcontract evaluation
- j) include provisions in any resulting subcontract requiring the Subcontractor to:
- (i) fulfil the commitments made in its tender in respect of the Best Practice Principles, and
 - (ii) provide terms and conditions of employment for the Subcontractor's personnel who will perform work under the Contract, in accordance with the accepted Subcontractor's tender
 - (iii) submit Subcontractor statutory declarations as contemplated by Clause 43

9.2.3 Details of proposed Subcontractors

- a) In seeking approval to subcontract any part of the Work Under the Contract, the Contractor shall provide to the Administrator:
- i. particulars in writing of the work to be subcontracted and the name and the address of the proposed Subcontractor, and
 - ii. any other information which the Administrator reasonably requests, including the proposed subcontract documents (without prices).
- b) Within 10 Business Days of receiving the information required to be provided by the Contractor pursuant to Clause 9.2.2(a), the Administrator shall consider the request for approval and advise the Contractor of its approval or provide reasons why approval is not given.
- c) In considering a request for approval to subcontract under this Clause 9.2.2, the Administrator may consider the proposed Subcontractor's:
- i. commitments in respect of the Best Practice Principles and the Best Practice Industry Conditions

- ii. management capability in quality, work health and safety and environmental management, and
 - iii. technical experience and capability.
- d) The Administrator's approval to subcontract under this Clause 9.2.2 may be conditional upon the subcontract, including:
- i. provision that the Subcontractor shall not assign or subcontract without the consent in writing of the Contractor, and
 - ii. provisions which may be reasonably necessary to enable the Contractor to fulfil the Contractor's obligations to the Principal.

9.3 Registered suppliers

- a) Without limiting the Contractor's obligations under Clause 9.2, the Contractor shall only use registered suppliers in respect of the Work Under the Contract which is covered by the Department's relevant registration categories.
- b) The registered suppliers and registration categories may be amended at any time and from time to time by the Principal and are available at the Principal's website.
- c) Where a registered supplier is removed from the register after the Administrator has granted approval of that Subcontractor, the Contractor shall continue to fulfil that registered supplier's obligations under the Contract.
- d) The Contractor shall ensure that any special conditions imposed on the Registered Suppliers as part of registration be complied.

9.4 Contractor's responsibility

The existence of a subcontract (with or without the approval of the Administrator) does not relieve the Contractor from any liability or obligation under the Contract. Except where the Contract otherwise provides, the Contractor is liable to the Principal for the acts and omissions of Subcontractors and employees and agents of Subcontractors as if they were acts or omissions of the Contractor.

10 Selected and Nominated Subcontractors

10.1 Selected Subcontract

The Contractor shall subcontract the Selected Subcontract Work to a Selected Subcontractor. If the Tender Documents specify the terms and conditions upon which the subcontract is to be entered into, the subcontract shall include those terms and conditions.

10.2 Nominated Subcontract

- a) At such time as is necessary to avoid delay to the Contractor, the Contractor shall subcontract the Nominated Subcontract Work to a Nominated Subcontractor.
- b) If the Contract provides that the Principal may assign to the Contractor the benefit of a prior Contract made between the Principal and a Nominated Subcontractor, the Contractor shall, when directed by the Administrator, accept the assignment of that prior Contract. If the Contract provides that the Principal may novate to the Contractor a prior Contract made between the Principal and a Nominated Subcontractor in respect of Nominated Subcontract Work, the Contractor shall, when directed by the Administrator,

execute a deed of novation of that prior Contract in the Form included in the Tender Documents (Form C7849) and unless the Contract otherwise provides, the Contractor shall give the Principal credit for payment made by the Principal to the Nominated Subcontractor in respect of the Nominated Subcontract Work.

- c) The Contractor shall ensure that the provisions of the subcontract with a Nominated Subcontractor provides:
- i. that in respect of the Nominated Subcontract Work, the Nominated Subcontractor will undertake the Contractor obligations and liabilities to enable the Contractor to discharge the Contractor's obligations and liabilities to the Principal under the terms of the Contract
 - ii. that the Nominated Subcontractor will indemnify the Contractor against loss resulting from any failure by the Nominated Subcontractor to perform such obligations or fulfil such liabilities
 - iii. that the Nominated Subcontractor will indemnify the Contractor against loss resulting from any negligence by the Nominated Subcontractor and the Nominated Subcontractor's servants and agents and against any misuse by them of any Constructional Plant or Temporary Works provided by the Contractor for the purposes of the Contract
 - iv. that the Nominated Subcontractor will lodge security in a Form provided by Clause 5.4 and that security and Retention Moneys shall be calculated on the same scale and on the same basis respectively as apply in the Contract, and
 - v. rights and obligations equivalent to those in Clause 44.

10.3 Provisions applying generally to Selected and Nominated Subcontract Work

- a) The Contractor shall be fully responsible to the Principal for the Selected or Nominated Subcontract Work, including design, suitability, quality and workmanship.
- b) Except as specified in this Clause 10, and subject to any reasonable objection made by the Contractor pursuant to this Clause 10:
- i. the Principal shall have no liability to a Selected or Nominated Subcontractor arising from the subcontract between the Contractor and the Selected or Nominated Subcontractor, and
 - ii. the Principal shall not be liable to the Contractor for any act, default or omission or breach of Contract by a Selected or Nominated Subcontractor, arising from the subcontract between the Contractor and the Selected or Nominated Subcontractor.

10.4 Direct payment of Nominated Subcontractor

- a) In respect of Nominated Subcontract Work performed by a Nominated Subcontractor, the Principal shall make payment directly to the Nominated Subcontractor. Except where the Contractor has accepted an assignment of the benefit of a prior Contract made between the Principal and a Nominated Subcontractor:
- i. such payment shall be made on behalf of the Contractor, and
 - ii. if the Contractor reasonably requests the Principal in writing not to make a payment to the Nominated Subcontractor, the Principal shall withhold payment, but under no

circumstances, including bankruptcy or winding up of the Contractor, shall payment be made to the Contractor.

- b) The Principal as stakeholder shall hold Retention Moneys and security provided by a Nominated Subcontractor and shall disburse or apply the Retention Moneys or security as jointly requested by the Contractor and the Nominated Subcontractor or in accordance with the decision of an arbitrator or Court.

10.5 Termination of Nominated Subcontractor

- a) The Contractor shall not unreasonably terminate a subcontract for Nominated Subcontract Work and as early as possible the Contractor shall notify the Administrator of the Contractor's intention to terminate and the reasons.
- b) If a Nominated Subcontractor repudiates or abandons a subcontract or the Nominated Subcontractor is terminated, the Contractor shall within one Business Day notify the Administrator in writing and within three Business Days the Administrator shall nominate an alternative Nominated Subcontractor to complete the subcontract work.
- c) The Contractor shall not be obliged to enter into a subcontract with an alternative Nominated Subcontractor referred to in Clause 10.5(b) against whom the Contractor raises reasonable objection.
- d) The Contractor shall, as soon as practicable, enter into a subcontract with the alternative Nominated Subcontractor referred to in Clause 10.5(b) and notify the Administrator accordingly.
- e) If compliance with such a direction causes the Contractor to incur more or less cost than otherwise would have been incurred had the Contractor not been given the direction, the difference shall be valued under Clause 40.5, except where a Provisional Sum for the Nominated Subcontract Work has been included in the Contract, in which case the provisions of Clause 11 shall apply.

11 Provisional Sums

- a) A Provisional Sum included in the Contract shall not itself be payable by the Principal, but where at the direction of the Administrator, the work or Item to which the Provisional Sum relates is performed by:
 - i. the Contractor, the work or Item shall be valued under Clause 40.5 of the General Conditions of Contract
 - ii. a Subcontractor, the Principal shall pay the Contractor the amount payable by the Contractor to the Subcontractor for the work or Item, disregarding any damages payable by the Contractor to the Subcontractor or vice versa, plus the amount or percentage thereon for profit and attendance stated in Item 15E or, where not so stated, as stated elsewhere in the Contract and (unless incorporated within the amounts payable under this paragraph) GST, and
 - iii. a Nominated Subcontractor pursuant to a prior Contract made between the Principal and a Nominated Subcontractor, the benefit of which has been assigned to the Contractor, the Principal shall pay the Contractor the amount stated in Item 15F or the percentage for profit and attendance stated in Item 15F of the amount payable by the Principal to the

Nominated Subcontractor for the work or Item or, where no amount or percentage is stated, as stated elsewhere in the Contract, disregarding any damages payable by the Principal to the Nominated Subcontractor or vice versa and (unless incorporated within the amounts payable under this paragraph) GST.

- b) The amount payable to a Subcontractor for materials or goods is to be taken to be the nett cost to the Contractor (disregarding any deduction of cash discount for prompt payment).

12 Site conditions

12.1 Contractor investigations

- a) The Principal does not warrant or make any representation with respect to:
 - i. the completeness, accuracy, adequacy or content of any Site Information provided to the Contractor by, or on behalf of, the Principal
 - ii. the completeness or adequacy of any Reliance Information, or
 - iii. any interpretations, deductions, opinions or conclusions set out in any such Site Information or Reliance Information.
- b) The Contractor warrants that it has, and shall be deemed to have, visited and examined the Site and its surroundings and done everything a competent and experienced Contractor would have done to inform itself fully as to the physical conditions or obstructions upon and below the surface of the Site, and the local conditions, including climatic and hydrologic conditions at, near or relevant to the Site, or any other condition or characteristic of the Site affecting or which may affect its performance of the Contract and obtained all necessary information as to risks, contingencies and other circumstances which could have an effect on the performance and cost of executing the Work Under the Contract.
- c) Any Site Information provided to the Contractor by, or on behalf of, the Principal is provided for information only.
- d) Subject to Clause 12.2:
 - i. the Principal shall not be liable to the Contractor for any Claim arising out of, or in relation to, Site Information provided to the Contractor by, or on behalf of, the Principal
 - ii. the Contractor shall not be relieved of any of its obligations or liabilities, if the Contractor encounters conditions, including subsurface conditions and subsurface services, which differ from the conditions shown in or indicated by any Site Information provided to the Contractor by or on behalf of the Principal, and
 - iii. the Contractor accepts all risk arising out of its use of or reliance upon any Site Information provided to the Contractor by or on behalf of the Principal.

12.2 Notification

- a) If during the execution of the Work Under the Contract, the Contractor becomes aware of a Latent Condition, the Contractor shall within one Business Day and, where possible, before the Latent Condition is disturbed, give written notice to the Administrator of that Latent Condition endorsed 'Contractor's Notice Under Clause 12.2'.

- b) Following notification under Clause 12.2 a) and unless not required by the Administrator, the Contractor shall provide to the Administrator a statement in writing, specifying:
 - i. the Latent Condition encountered and in what respects it differs materially
 - ii. the additional work and additional resources which the Contractor estimates to be necessary to deal with the Latent Condition
 - iii. the time the Contractor anticipates will be required to deal with the Latent Condition and the expected delay in achieving Practical Completion
 - iv. the Contractor's estimate of the cost of the measures necessary to deal with the Latent Condition, and
 - v. other details reasonably required by the Administrator.
- c) The written statement provided under Clause 12.2 b) shall be provided by the Contractor within a reasonable timeframe after the Latent Condition was first notified under Clause 12.2 a).

12.3 Extension of time and cost

Delay caused by a Latent Condition may justify an extension of time under Clause 35.5. If a Latent Condition causes the Contractor to:

- a) carry out additional work
- b) use additional Constructional Plant, or
- c) incur extra cost (including any disruption costs)

which a competent and experienced Contractor could not reasonably have anticipated at the time of tendering, a valuation shall be made under Clause 40.5.

12.4 Reduced Valuation

Where the Contractor has not provided the notification required under Clause 12.2, the Administrator may reduce the value of the Contractor's claim to the extent that there is a more cost-effective treatment to mitigate the Latent Condition which was not identified by the Contractor and could have been identified by the Principal and directed by the Administrator had the required notification been provided.

13 Patents, copyright and other intellectual property rights

- a) The Principal warrants that unless otherwise provided in the Contract:
 - i. design
 - ii. materials
 - iii. documents, and
 - iv. methods of workingspecified in the Contract or provided or directed by the Principal or the Administrator will not infringe any patent, registered design, trademark or name, copyright or other protected right.
- b) The Contractor warrants that any other design, materials, documents and methods of working provided by the Contractor will not infringe any patent, registered design, trademark or name,

copyright or other protected right and the Contractor shall indemnify the Principal against any design, materials, documents or methods of working provided by the Contractor infringing any patent, registered design, trademark or name, copyright or other protected right.

14 Statutory requirements

14.1 Complying with Legislative Requirements

- a) The Contractor shall satisfy all Legislative Requirements.
- b) The Contractor shall give the notices and pay any fees or charges necessary to comply with all Legislative Requirements.
- c) If a change in a Legislative Requirement is at variance with a provision of the Contract, as soon as the Contractor discovers the variance, the Contractor shall notify the Administrator in writing specifying the difference.

14.2 Changes in Legislative Requirements

If a change in a Legislative Requirement after the 10th Business Day prior to the closing of Tenders:

- a) necessitates a change in the Works or the Temporary Works or the Contractor's method of working, or
- b) is an increase or decrease in or is a new fee or charge in relation to the Works or Temporary Works,

and causes 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, the difference shall be valued under Clause 40.5.

14.3 Licences, registrations, permits, approvals and certificates

- a) The Contractor shall obtain and hold, and ensure that its Subcontractors, agents and employees obtain and hold, all of the licences, registrations, permits, approvals and certificates that they are required under all Legislative Requirements in order to carry out the Work Under the Contract and in respect of the use and occupation of the Works.
- b) The Contractor shall give the Principal copies of documents issued to the Contractor by any Authority in respect of the Work Under the Contract and, in particular, any approvals of work.

14.4 Industrial matters

- a) The Contractor shall comply with, and ensure that its Subcontractors comply with, the provisions of the industrial awards and agreements that from time to time are applicable to the performance of the Work Under the Contract. Without limiting the generality of the foregoing, the Contractor shall ensure that its Subcontractors enter into an agreement to comply with the provisions of the said industrial awards and agreements prior to their employment on the Site.
- b) The Contractor warrants that the labour rates and conditions upon which the Contract Sum has been calculated are based on the provisions of the applicable industrial awards and/or agreements.
- c) The Contractor is not entitled to make any Claim in connection with its compliance with this Clause 14.4 or any increase in labour costs.

14.5 Specific Legislative Requirements

Without limiting Clause 14.1, the Contractor shall comply with the requirements set out in this Clause 14.5.

14.5.1 The Building Code

If specified in Item 16A, the Code for the Tendering and Performance of Building Works 2016 (the Building Code) applies to this Contract. The Building Code can be viewed at the Australian Government website <https://www.abcc.gov.au/building-code>.

14.5.2 Haulage of plant and materials

- a) The Contractor shall ensure that vehicles carrying plant and material over state-controlled roads and local government-controlled roads shall comply with the vehicle weight limit requirements set out in the *Transport Operations (Road Use Management) Act 1995* (Qld), and with any other vehicle weight limit requirements imposed by duly constituted authorities on whose roads such vehicles operate.
- b) The Contractor shall, prior to commencement of work on the Site, submit evidence to the Administrator that the approvals of the relevant Authorities have been obtained for the haulage of plant and materials over surface streets along nominated routes.
- c) The Contractor shall be responsible for the rectification of any damage to surface streets attributable to the Work Under the Contract. If the Contractor fails to rectify the damage, the Administrator may, after giving reasonable notice, arrange for the necessary rectification work to be carried out and the cost incurred shall be a debt due from the Contractor to the Principal.
- d) Access for Constructional Plant to and from surface streets on or off the Site shall be subject to any restrictions stated in Item 17A.
- e) Failure of the Contractor to comply with the requirements of this Clause 14.5.2 will be a substantial breach of Contract for the purposes of Clause 44.2.

14.5.3 Portable Long Service Leave Levy

Where applicable:

- a) The Principal shall be responsible for the notification of any building and construction work required to be performed under this Contract in accordance with Section 67 of the *Building and Construction Industry (Portable Long Service Leave) Act 1991* (Qld), and
- b) The Principal shall be responsible for the payment of any levies due in accordance with Section 66 of the *Building and Construction Industry (Portable Long Service Leave) Act 1991* (Qld).

14.5.4 National Greenhouse and Energy Reporting Act

- a) A party will provide the other party with all information and documentation reasonably requested by the other party in respect of greenhouse gas emissions and energy production and consumption referable to any activities that comprise Work Under the Contract which is reasonably necessary to enable compliance by the other party with its obligations under the *National Greenhouse and Energy Reporting Act 2007* (Cth) (NGER Legislation) in relation to any Work Under the Contract.

- b) The Contractor acknowledges that it is not entitled to any additional payment from the Principal for complying with any obligations the Contractor may have under the NGER Legislation.

14.5.5 Work health and safety accreditation

If applicable, as indicated in Item 11A of the Conditions of Tendering Annexure (or in the case of a TIC-Sole Invitation, if requested by the Principal):

the Contractor shall be accredited under the Australian Government Building and Construction WHS Accreditation Scheme (the Scheme) established by the *Building and Construction Industry (Improving Productivity) Act 2016 (BCIIP Act)* while building work (as defined in Section 6 of the BCIIP Act) is carried out, and shall maintain accreditation under the Scheme while the Works are being carried out and for the duration of the Contract, and

- a) The Contractor shall comply with all conditions of the Scheme accreditation.

14.6 The Queensland Code

14.6.1 Definitions

If applicable, in addition to terms defined in this document, terms used in this Clause 14.6 have the same meaning as is attributed to them in the Queensland Government's *Queensland Code of Practice for the Building and Construction Industry* (the Queensland Code). The Queensland Code is available at <https://www.oir.qld.gov.au/industrial-relations/building-and-construction-code-practice-2000>.

14.6.2 Primary obligation

- a) The Contractor shall comply with, and meet any obligations imposed by, the Queensland Code.
- b) The Contractor shall notify the Australian Building and Construction Commission (or nominee) and the Principal of any alleged breaches of the Queensland Code and of voluntary remedial action taken within 24 hours of becoming aware of the alleged breach.
- c) Where the Contractor is authorised to engage a Subcontractor and it does so, the Contractor shall ensure that any secondary Contract imposes on the Subcontractor equivalent obligations to those in this Clause 14.6, including that the Subcontractor shall comply with, and meet any obligations imposed by, the Queensland Code.
- d) The Contractor shall not appoint or engage another party in relation to the Work Under the Contract where that appointment or engagement would breach a sanction imposed on the other party in relation to the Queensland Code.

14.6.3 Access and information

- a) The Contractor shall maintain adequate records of compliance with the Queensland Code by it, its Subcontractors and related entities.
- b) The Contractor shall allow, and take reasonable steps to facilitate, Queensland Government authorised personnel (including personnel of the ABCC) to:
 - i. enter and have access to Sites and premises controlled by the Contractor, including any Site at which the Work Under the Contract is being carried out
 - ii. inspect any work, material, machinery, appliance, article or facility

- iii. access information and documents
 - iv. inspect and copy any record relevant to the Work Under the Contract
 - v. have access to personnel, and
 - vi. interview any person.
- c) As is necessary for the authorised personnel to monitor and investigate compliance with the Queensland Code by the Contractor, its Subcontractors and related entities.
- d) The Contractor, and its related entities, shall agree to, and comply with, a request from Queensland Government authorised personnel (including personnel of the ABCC) for the production of specified documents by a certain date, whether in person, by post or electronic means.

14.6.4 Sanctions

- a) The Contractor warrants that at the time of entering into this Contract, neither it, nor any of its related entities, are subject to a sanction in connection with the Queensland Code that would have precluded it from tendering for work to which the Queensland Code applies.
- b) If the Contractor does not comply with, or fails to meet any obligation imposed by, the Queensland Code, a sanction may be imposed against it in connection with the Queensland Code.
- c) Where a sanction is imposed:
- i. it is without prejudice to any rights that would otherwise accrue to the parties,
 - ii. the State of Queensland (through its agencies, Ministers and the ABCC) is entitled to:
 - a) record and disclose details of non-compliance with the Queensland Code and the sanction, and
 - b) take them into account in the evaluation of future expressions of interest or Tender responses that may be lodged by the Contractor, or its related entities, in respect of work to which the Queensland Code applies.

14.6.5 Compliance

- a) The cost of ensuring the Contractor's compliance with the Queensland Code shall be borne by the Contractor. The Contractor is not entitled to make a Claim for reimbursement or an extension of time from the Principal or the State of Queensland for such costs.
- b) Compliance with the Queensland Code does not relieve the Contractor from responsibility to perform the Work Under the Contract and any other obligation under the Contract, or from liability for any defect in the Works or from any other legal liability, whether or not arising from its compliance with the Queensland Code.
- c) Where a change in the Contract or the Work Under the Contract is proposed, and that change would, or would be likely to, affect compliance with the Queensland Code, the Contractor shall immediately notify the Principal (or nominee) of the change, or likely change and specify:
- i. the circumstances of the proposed change
 - ii. the extent to which compliance with the Queensland Code will, or is likely to be, affected by the change, and

- iii. what steps the Contractor proposes to take to mitigate any adverse impact of the change.
- and the Principal will direct the Contractor as to the course it must adopt within five Business Days of receiving notice.

14.7 Personal Property Securities Act

14.7.1 Confidentiality under the Act

If this Contract contains a Security Interest, then each party agrees for the purposes of s275(6) of the *Personal Property Securities Act 2009* (Cth) (the PPSA) that it will not disclose information of the type referred to in Section 275(1) of the PPSA where a request is made under s275(1) of the PPSA in relation to this Contract or any part of it, except in circumstances where the party is compelled by law (other than s275(1) of the PPSA) to make that disclosure.

14.7.2 Security Interests under the Act

If the Principal determines that any clause of this Contract, or a transaction contemplated by this Contract or in connection with the performance of the Work Under the Contract constitutes, or is likely to give rise to a Security Interest in respect of which the Principal is the security holder, then:

- a) the Contractor agrees to promptly provide all assistance and cooperation requested by the Principal that the Principal determines is reasonably required to:
 - i. register and maintain the registration of its Security Interest on the personal property securities register within any applicable time limits relevant to the effectiveness of the Security Interest
 - ii. ensure that the Principal's Security Interest is enforceable against third parties, Perfected or otherwise effective
 - iii. ensure that the Security Interest has the appropriate priority required by the Principal (including where applicable as a Purchase Money Security Interest)
 - iv. ensure that any Security Interest granted temporary Perfection under the PPSA is Perfected by registration or other appropriate means prior to any applicable expiry of that temporary Perfection, and
 - v. enable the Principal to register financing statements or financing change statements under the PPSA with respect to any such Security Interest
- b) the Contractor waives the right to receive notice of a verification statement in relation to the registration of that Security Interest
- c) the Contractor shall not register or permit to be registered any other Security Interest in respect of the Personal Property that comprises the collateral in respect of that Security Interest other than one that has been consented to or granted by the Principal
- d) the Contractor shall not cause or allow any of the Contractor's Personal Property to become an Accession to the Principal's Personal Property or cause or allow the Principal's Personal Property to become an Accession to the Contractor's Personal Property without the prior consent of the Principal, and
- e) immediately notify the Principal if any other person Claims or attempts to enforce a Security Interest:

- i. in the Principal's Personal Property, or
- ii. in the Contractor's Personal Property to the extent that that purported enforcement affects or has the potential to affect the Contractor's ability to carry out the Works in accordance with the terms of the Contract.

14.8 The Queensland Charter for Local Content

The Contractor is advised that the Queensland Charter for Local Content (the Charter) applies when the project meets one of the following requirements:

- a) Queensland Government contribution is \$5.5 million and above (including GST) for south-east Queensland and \$2.75 million and above (including GST) for regional Queensland
- b) Queensland Government grants greater than \$2.75 million (inclusive of GST), and
- c) Large infrastructure projects where funding of over \$20 million is provided by the Commonwealth through the Queensland Government

There is an obligation on the Contractor to comply with the principles of the Queensland Charter and:

- i. within 28 days of the Letter of Acceptance, the Contractor shall prepare and submit a statement of intent, indicating how the principles of the Charter shall be addressed, and
- ii. upon reaching Practical Completion or the last of the Practical Completion if there is more than one separable portion, the Contractor shall complete and submit a Queensland Charter for Local Content – Project Outcome report (template available from <https://www.tmr.qld.gov.au/business-industry/Technical-standards-publications/Infrastructure-Contract/Transport-Infrastructure-Contract/TIC-Construct-Only>) to [REDACTED] and also submit a copy to the Principal via [REDACTED]

No additional payment will be made for compliance requirements in accordance with the Queensland Charter.

For more information, please refer to:

<https://www.statedevelopment.qld.gov.au/industry/industry-support/qld-charter-for-local-content>

14.9 Compliance with the Queensland Procurement Policy (QPP)

Local Business Participation.

The Principal expects the Contractor to support local businesses by sourcing equipment, materials and services from suppliers based locally to the Project. The Contractor shall give, and shall ensure that its subcontractors give local subcontractors, vendors and suppliers a full, fair and reasonable opportunity to supply labour, services, materials, plant, machinery, equipment and other items for the Works. 'Local' is defined by the *Queensland Procurement Policy* (QPP).

In addition to the reporting requirements stipulated in Clause 14.8(ii) of the General Conditions of Contract, the Contractor shall compile and submit a report monthly to the Principal via email address [REDACTED] with a copy to the Administrator, using the Project Outcome Reporting template (template available at <https://www.tmr.qld.gov.au/business-industry/Technical-standards-publications/Infrastructure-Contract/Transport-Infrastructure-Contract/TIC-Construct-Only>). This monthly report shall contain data relevant to the work completed up to and including the month (cumulative) to which the Contractor's progress claim relates, identifying businesses meeting the local requirements of the QPP.

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 its offer / tender in respect of the best practice principles as part of the *Queensland Procurement Policy*. For further information, refer to the following link.

<https://www.epw.qld.gov.au/about/strategy/buy-qld/about/best-practice-principles>

- 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 comparable to the Best Practice Industry Conditions;
 - 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
 - iii. acknowledges and agrees that the Contractor's compliance with its obligations under this Clause 14.10 and Clause 9.2.2 may be taken into account in any future tender process or similar procurement process undertaken by the Principal.

14.11 The Ethical Supplier Threshold and Ethical Supplier Mandate

- a) In this Clause 14.11,
- i. Ethical Supplier Mandate means the Queensland Government policy titled '*Ethical Supplier Mandate*' or any policy that replaces that policy
 - ii. Ethical Supplier Threshold means the Ethical Supplier Threshold in paragraph 2.3 of the *Queensland Procurement Policy*
 - iii. 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
 - iv. QPP Compliance Unit means the Queensland Procurement Policy (QPP) Compliance Unit, Office of the Chief Advisor – Procurement, Department of Housing and Public Works.
- b) The Contractor shall comply with the Ethical Supplier Threshold.
- c) The Principal may obtain information about the Contractor relevant to the Contractor's compliance with Clause 14.11(b) that may be held by the QPP Compliance Unit or any Government Department or Instrumentality and take the information into account in assessing the offer.

- d) 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.
- e) Failing to comply with the requirements of this Clause 14.11(b) is a substantial breach of Contract for the purpose of Clause 44.2(a) and (b)(xviii) of the General Conditions of Contract.

14.12 Records and Access to records

- a) The Contractor shall make and keep and shall ensure that every Subcontractor makes and keeps accurate and complete records of:
 - (a) its tender, including without limitation the preparation and submission of that tender;
 - (b) tenders received by it, whether accepted or not;
 - (c) the execution and completion of the work under the Contract or of the work under the Subcontract; and
 - (d) compliance with commitments made in its tender relating to the local benefits test contained in the Queensland Procurement Policy or, where the Best Practice Principles are applicable, the Best Practice Principles and the Best Practice Industry Conditions.
- b) The records referred to in Clause 14.12(a) shall include records that are required to be created or provided, or that are otherwise referred to, under the Contract or under the Subcontract, as well as other records including but not limited to those that:
 - (a) are required to demonstrate compliance with commitments made in the Contractor's or a Subcontractor's tender relating to government policies, including the local benefits test contained in the Queensland Procurement Policy or, where the Best Practice Principles are applicable, the Best Practice Principles and the Best Practice Industry Conditions, and includes payroll records, management records and time recordings; and
 - (b) are in any format or stored on any medium, including without limitation photographs, electronic files, telecommunications or social media.
- c) Without limiting any other rights or obligations under this Clause 14.12, the Principal may, either directly or through an agent, at any time after giving written notice to the Contractor that an audit shall be undertaken under this Clause 14.12(c), undertake an audit in respect of the Contractor's compliance with Clause 9. In undertaking the audit, the Principal or its agent shall have the right to inspect and copy any record referred to in Clause 14.12 and to access any of the Contractor's systems and processes which are in any way connected with subcontracting. Upon receipt of written notice of the audit under this Clause 14.12, the Contractor shall promptly and at its own cost provide the Principal or its agent with every reasonable facility necessary to undertake the audit, including but not limited to:
 - (a) providing to the Principal or its agent any record requested for inspection or copying under Clause 14.12;
 - (b) making staff available to the Principal or its agent to access or explain systems, processes or any record referred to in Clause 14.12; and
 - (c) arranging and providing access to the Contractor's or Subcontractor's workplaces, sites, premises or facilities.

15 Protection of people and property

15.1 Contractor's obligations

Nothing in Clause 15 shall in any way limit or exclude any of the Contractor's obligations or liabilities under the Contract.

15.2 Protection of people and property

- a) Insofar as compliance with the requirements of the Contract permits, the Contractor shall:
 - iv. provide all things and take all measures necessary to protect people and property
 - v. avoid unnecessary interference with the passage of people and vehicles, and
 - vi. prevent nuisance and unreasonable noise and disturbance.
- b) Without limiting the generality of the Contractor's obligations, they include the provision of barricades, guards, fencing, temporary roads, footpaths, warning signs, lighting, traffic flagging, safety helmets and clothing, removal of obstructions and protection of services.
- c) If the Contractor or the employees or agents of the Contractor damage property, including Public Utilities Plant and services and/or property on or adjacent to the Site, the Contractor shall promptly make good the damage and pay any compensation which the law requires the Contractor to pay.
- d) If the Contractor fails to comply with an obligation under Clause 15 the Principal may, in addition to any other remedy, perform the obligation on the Contractor's behalf and the cost incurred by the Principal shall be a debt due from the Contractor to the Principal.

15.3 Work health and safety

15.3.1 General

This Clause 15.3 survives the termination or expiry of the Contract.

15.3.2 Appointment of Principal Contractor

- a) The Contractor is engaged by the Principal as the Principal Contractor for the Construction Project and the Contractor accepts that engagement.
- b) The Contractor is authorised to have Management and Control of the Workplace and to discharge its obligations as Principal Contractor under Chapter 6 of the WHS Regulation.
- c) The Contractor's engagement as Principal Contractor will continue until completion of the Works, unless earlier revoked by the Principal.
- d) The Contractor shall provide the Principal with copies of all notices and correspondence of whatsoever nature concerning the WHS Legislation within 24 hours of the dispatch and/or receipt by the Contractor of any such notice or correspondence.
- e) The Contractor shall, to the extent permitted by law, indemnify and keep indemnified the Principal and its officers, employees and agents against any action, Claim, demand, expense, loss, cost (including legal costs), penalty, fine or other liability (including in tort) arising from or in connection with:
 - i. any injury, accident or safety related incident on or adjacent to the Site, and

- ii. the enforcement of, or any breach by the Contractor of, its obligations under this Clause 15.3.
- f) The Contractor shall consult, cooperate and coordinate with the Administrator in accordance with WHS Legislation.

15.3.3 Notifiable Incidents

The Contractor shall:

- a) ensure that the relevant regulator is notified immediately after becoming aware of a Notifiable Incident, arising out of or in connection with the conduct of the business or undertaking of the Contractor
- b) notify the Administrator of every Notifiable Incident in relation to or in connection with the Site immediately on becoming aware but not more than 12 hours after the occurrence
- c) keep the Administrator informed of the status of any safety or health-related incidents that have occurred in relation to or in connection with the Site
- d) do all that is necessary to assist the Administrator with any investigations into any safety or health related incident in relation to or in connection with the Site, including requiring, to the extent possible, the Contractor's agents and Subcontractors to assist the Administrator
- e) as soon as possible but no later than 12 hours of receiving a request from the Administrator to do so, provide the Administrator with a copy of any notification to the regulator for work health and safety of a safety or health-related incident.

15.3.4 Work Health and Safety Management Plan

- a) The Contractor shall prepare and submit, as part of the Contract Plan, its Work Health and Safety Management Plan (WHS Management Plan) to the Administrator in accordance with Clause 33.3.
- b) The Contractor shall not commence the Works until the Administrator has advised that the Contractor's WHS Management Plan is suitable pursuant to Clause 33.3.1 or 33.3.2 (as applicable).
- c) The Contractor's WHS Management Plan shall comply with all applicable WHS Legislation.
- d) The Contractor is not entitled to make any Claim in connection with any direction as to suitability, review, approval of, or modification to the WHS Management Plan as directed by the Administrator.

15.3.5 Safety audits

- a) The Administrator may audit the implementation of the WHS Management Plan (or any other plan required to be developed by the Contractor under the WHS Legislation) at any time. During any audit the Contractor shall provide the Administrator with all documents, access and assistance necessary for its completion.
- b) The Contractor shall suspend the Work Under the Contract (or the relevant portion) until the Contractor has addressed the safety issues identified during the audit and, in the meantime, continue to comply with all duties and obligations under WHS Legislation and the Contract.

- c) If the Contractor fails to rectify a non-conformance that has been identified on three separate occasions in the auditing process, the Principal may give notice to the Contractor of a substantial breach of the Contract under Clauses 44.2 and 44.3.

15.4 Health and safety duties

15.4.1 General duty

The parties shall discharge all applicable duties under the WHS Act and (without limiting those duties) shall ensure, so far as is reasonably practicable, the health and safety of all persons associated with the Works, the Workplace, fixtures, fittings, plant and structures associated with any of them, and that persons are not exposed to risks to health and safety in relation to or connection with the Contract, the Works or the Workplace.

15.4.2 Principal's obligations

The Principal will:

- a) comply with its obligations under the WHS Act
- b) as soon as reasonably possible, give the Contractor any information the Principal has in relation to hazards and risks at or in the vicinity of the Workplace where any Construction Work is to be carried out
- c) provide the Contractor with copies of any Drawings and Specifications created for the Principal by its designer of any Works to be constructed under this Contract, and
- d) consult, cooperate and coordinate with the Contractor in relation to any health or safety matters arising out of or in connection with the Workplace, the Works or the Contract.

15.4.3 Contractor's obligations

The Contractor shall discharge its duties and comply with all relevant obligations under the WHS Act, including the following:

- a) the duties of a Principal Contractor
- b) the duties of a person conducting a business or undertaking
- c) the duties in relation to health and safety matters in relation to or connected with the Management and Control of the Workplace
- d) the duty to ensure all risks to health and safety are eliminated, minimised or managed, and
- e) any other duties, obligations, standards and requirements under the WHS Act which may be or become applicable in relation to or in connection with the Contract or the Works.

15.4.4 Additional Contractor obligations

Without limiting the obligations in Clauses 15.4.1 and 15.4.3, the Contractor shall ensure the Contractor, and its officers, employees, agents and Subcontractors:

- a) are familiar with and comply with all their obligations and exercise due diligence in discharging all their duties under the WHS Act
- b) are suitable and competent, and shall retain evidence of that verification, and provide that evidence to the Principal promptly upon written or verbal request, and
- c) where the Contractor provides or commissions any design for the Works, the Contractor shall:

- i. ensure that it and any designer discharge all duties as required under Part 6.2 of the WHS Regulation
- ii. obtain a design safety report from any designer in accordance with the WHS Regulation and provide a copy to the Principal's Representative, and
- iii. ensure it obtains full details of all hazards and risks from any designer and incorporates corresponding methods of controlling these in the WHS Management Plan.

15.4.5 Primary responsibility

- a) As between the Principal and the Contractor, where a duty is held by both parties, and without limiting the Principal's rights under the Contract, the Contractor has the primary responsibility for ensuring that duty is discharged and any investigations are undertaken.
- b) If the Contractor cannot discharge its work health and safety duties and obligations under the WHS Act or the Contract to the standard imposed by the WHS Act or the Contract, the Contractor shall:
 - i. ensure work health and safety is preserved including, if necessary, stopping the relevant part of the Work Under the Contract
 - ii. immediately notify the Principal and consult, cooperate and coordinate with the Principal to ensure any duties are discharged or issues resolved to the standard required, and
 - iii. if the Contractor in its capacity as Principal Contractor or otherwise in relation to the Contract, the Workplace or the Works, creates, sends or receives any document, notice or report under the WHS Act, forward a copy to the Principal.

15.4.6 Communication, consultation and coordination

The Contractor shall, before commencing the Works and then on an ongoing basis, consult, cooperate and coordinate with:

- a) the Principal
- b) all other duty holders in relation to any duty held by the Contractor
- c) workers (whether or not directly employed by the Contractor) who are or are likely to be directly affected, and
- d) relevant suppliers, Contractors and other third parties,

in relation to any health or safety matters arising out of or in connection with the Workplace, the Works or the Contract.

15.4.7 No separate payment for compliance with work health and safety requirements

The Contractor is not entitled to make any Claim in connection with complying with the WHS Act, WHS Regulation or the work health and safety requirements under this Contract. The Contractor acknowledges it has allowed for the cost of compliance in the Contract Sum.

15.5 Traffic management

15.5.1 General

- a) Without limiting Clause 15.1, the Contractor shall be responsible for the safe and orderly passage of all traffic on or within the road reserve including all vehicular and pedestrian traffic

through and around the Site at all times from the date of possession of the Site to the Date of Practical Completion.

- b) For the purposes of Clause 15.5, 'the Manual' means the department's *Manual of Uniform Traffic Control Devices* as amended from time to time and available at the Principal's website.
- c) If specified in Item 18A, the Contractor shall prepare, implement and maintain a Traffic Management Plan for the Work Under the Contract and the provisions of Clause 15.5.2 shall apply.

15.5.2 Traffic Management Plan

- a) The Contractor shall prepare and submit, as part of the Contract Plan, its Traffic Management Plan to the Administrator, in accordance with Clause 33.3.
- b) The Traffic Management Plan shall be consistent with the Manual, the Standard Specifications and any Traffic Management Plan outline submitted with the Contractor's Tender (except to the extent that any Traffic Management Plan outline is inconsistent with the Manual, the Standard Specifications or any of the Other Documents comprising the Contract, then the Traffic Management Plan shall be in accordance with the Manual, the Standard Specifications and the Other Documents comprising the Contract).
- c) The Traffic Management Plan shall include procedures to comply with any minimum traffic restrictions stated in Clause 15.5.3 and shall be accompanied by a duly completed Form M994.
- d) The Traffic Management Plan shall include details of all proposed road closures, detours, staged construction, necessary signing, the relevant Authorities whose approval is required to be obtained and all other relevant information.
- e) The Contractor shall implement, monitor and update its Traffic Management Plan during the Contract and shall, within five Business Days of its amendment, submit a copy of the Traffic Management Plan to the Administrator.

15.5.3 Restrictions to traffic

Unless otherwise agreed in writing with the Administrator, the Contractor shall comply with any restrictions to the passage of vehicular traffic through the Site set out in the Standard Specifications.

15.6 Community liaison

15.6.1 General

If specified in Item 19A, the Contractor shall prepare, implement and maintain a Community Liaison Plan for the Work Under the Contract and Clause 15.6.2 applies.

15.6.2 Community Liaison Plan

- a) The Contractor shall prepare and submit, as part of the Contract Plan its Community Liaison Plan to the Administrator in accordance with Clause 33.3.
- b) The Community Liaison Plan shall be formatted under at least the following headings:
 - i. Overview
 - ii. Objectives
 - iii. Target audiences

- iv. Potential issues and opportunities
 - v. Strategy
 - vi. Tactics
 - vii. Evaluation, and
 - viii. Timeframes.
- c) The Community Liaison Plan shall include procedures and timetables to:
- i. make contact with any local businesses, schools, hospitals, community groups and residents adjacent to the Site and/or affected by the Work Under the Contract and the office of the relevant local government, to establish an effective communication network to be maintained during construction
 - ii. anticipate the impacts of construction on the above groups and the broader community, and be proactive (subject to the requirements of Clause 15.6.4) in keeping all parties informed via direct contact, through newsletters, leaflets, advertisements in newspapers, radio and other appropriate means, particularly in regard to changed traffic arrangements during construction and local access issues
 - iii. maintain a complaints register and respond to all registered complaints within 48 hours
 - iv. prepare regular fact sheets for the information of visitors and the public
 - v. develop procedures for the management of emergency situations and ensure that staff are trained in the appropriate response necessary to deal with such emergency situations, and
 - vi. implement the following minimum reporting requirements:
 - a) immediately report any emergency issue and a copy of any public inquiry
 - b) on a weekly basis report on:
 - i. key activities achieved from previous week
 - ii. key activities planned for coming week
 - iii. summary of responses to complaints and inquiries, and
 - iv. summary of outstanding responses
 - c) on a monthly basis report on:
 - i. anticipated issues for coming month
 - ii. proposed actions in response to issues, and
 - d) on a quarterly basis report on key actions and achievements.

15.6.3 Meetings and reporting

- a) An initial meeting with members of the local community that will be affected by the Work Under the Contract shall be convened by the Contractor within 20 Business Days after the Date of Acceptance of Tender at which the Contractor shall undertake a brief presentation of the work to be undertaken under the Contract and the expected issues.

- b) The Contractor shall report to the Administrator at weekly meetings to be held between the Contractor's Community Liaison Officer, the Administrator and a representative of the Principal.

15.6.4 Restrictions and prior permissions

- a) All newsletters, leaflets and other public statements shall be submitted for approval to the Administrator prior to publication.
- b) The Contractor shall:
 - i. not have direct contact or liaise with members of the press, and
 - ii. assist in formulating responses to questions raised by the press as required from the Contractor's Community Liaison Officer.

15.7 Environmental management

15.7.1 General

The Contractor shall, at all times during the course of the Contract, comply with the requirements of the *Environmental Protection Act 1994* (Qld) (EP Act). The Contractor shall implement and maintain measures to preserve and protect the natural environment on and adjacent to the Site.

15.7.2 Environmental Management Plan

- a) The Contractor shall prepare and submit, as part of the Contract Plan, its Environmental Management Plan to the Administrator in accordance with Clause 33.3 and a time-based schedule for its implementation.
- b) The Environmental Management Plan shall be consistent with the EP Act, the Standard Specifications and any Environmental Management Plan outline submitted with the Contractor's Tender (except that if any Environmental Management Plan outline is inconsistent with the EP Act, the Standard Specifications or any of the Other Documents comprising the Contract, then the Environmental Management Plan shall be in accordance with the EP Act, the Standard Specifications and the Other Documents comprising the Contract).
- c) The Contractor shall:
 - i. implement the Environmental Management Plan in accordance with the schedule included in the Environmental Management Plan, and
 - ii. monitor, update and control its Environmental Management Plan while carrying out Work Under the Contract.
- d) Nothing contained in Clause 15.7 shall in any way limit or exclude any of the Contractor's obligations or liabilities under the Contract.

16 Care of the work and reinstatement of damage

16.1 Care of the Work Under the Contract

- a) From and including the earlier of the date of commencement of Works under the Contract and the date on which the Contractor is given possession of the Site to 4.00 pm on the Date of Practical Completion of the Works, the Contractor shall be responsible for the care of the Work Under the Contract.

- b) Without limiting the generality of the Contractor's obligations, the Contractor shall be responsible for the care of unfixed items the value of which has been included in a payment certificate under Clause 42.1, things entrusted to the Contractor by the Principal for the purpose of carrying out the Work Under the Contract, things brought on the Site by the Contractor or any Subcontractor for that purpose, the Works, the Temporary Works and Constructional Plant, and the Contractor shall provide the storage and protection necessary to preserve these items and things, and the Works, the Temporary Works and Constructional Plant.
- c) After 4.00 pm on the Date of Practical Completion the Contractor shall remain responsible for the care of outstanding work and items to be removed from the Site by the Contractor and shall be liable for damage occasioned by the Contractor in the course of completing outstanding work or complying with obligations under Clauses 30.9, 31.1 and 37.

16.2 Weather protection

16.2.1 General obligations

- a) Without affecting the Contractor's obligations under Clause 16.1, the Contractor shall:
 - i. take all reasonable precautions to protect the Work Under the Contract against the effects of inclement weather, including by ensuring that:
 - a) the Work Under the Contract is carried out and designed so as to obviate ponding of rain water on or within the Site
 - b) all excavations are adequately drained or, if practicable, protected to minimise water entry and where a suitable outlet cannot be constructed to excavations, taking such other measures as are necessary to remove water from the excavation
 - c) all excavations are backfilled as soon as practicable after the work for which the excavation was made is completed
 - d) it takes all reasonable steps to prevent otherwise suitable materials from becoming unsuitable as a result of moisture entry during construction, and
 - e) that at the completion of each Day's operations, and at such other times when rainfall is imminent, the surface of relevant areas of the Site are graded so as to provide adequate falls transversely and, where practicable, longitudinally to permit shedding of surface water without ponding or scouring and ensuring the graded area is rolled to provide a smooth dense surface in this regard, and
 - ii. reinstate any part of the Work Under the Contract affected by inclement weather in a timely manner after the event.
- b) Nothing in Clause 16.2 shall in any way limit or exclude the Contractor's obligations or liabilities under the Contract.

16.2.2 Severe weather management plan

- a) If specified in Item 20A, the Contractor shall prepare, implement and maintain a Severe Weather Management Plan (SWMP).
- b) The Contractor shall prepare and submit its SWMP to the Administrator in accordance with Clause 33.3.

- c) The SWMP shall:
 - i. comply with and fully satisfy the requirements of the Principal's Engineering Policy EP146 *Severe Weather Management Plans (SWMP)*
 - ii. include a time-based schedule for its implementation
 - iii. as a minimum, detail what measures will be undertaken by the Contractor to mitigate or minimise the impact of damage to the following elements (as applicable to the Work Under the Contract) as a result of inclement weather:
 - a) pavement
 - b) earthworks formation and batters (cuttings and embankments)
 - c) culvert construction
 - d) drainage
 - e) environmental protection, and
 - f) major excavations
 - iv. include the following components:
 - a) severe weather identification (means and methods)
 - b) risk evaluation (procedures)
 - c) weather treatments (short-, mid- and long-term)
 - d) rectification and recovery (means and methods), and
 - e) contact personnel.
- d) The Contractor shall monitor, update and control its SWMP while carrying out Work Under the Contract.

16.3 Reinstatement

- a) If loss or damage (except loss or damage which is a direct consequence, without fault or omission on the part of the Contractor, of an Excepted Risk) occurs to anything while the Contractor is responsible for its care, the Contractor shall promptly make good the loss or damage and any costs incurred by the Contractor in making good the loss or damage shall be borne by the Contractor.
- b) Where loss or damage occurs as a direct consequence, without fault or omission on the part of the Contractor, of an Excepted Risk, the Contractor shall, if and to the extent directed by the Administrator, rectify that loss or damage, which shall be deemed to be a variation under Clause 40. In the case of loss or damage being caused by a combination of Excepted Risks and other risks, any such direction and consequential valuation made under Clause 40.5 shall take into account the proportional responsibility of the Contractor and the Principal.

16.4 Excepted Risks

The Excepted Risks are:

- a) any negligent act or omission of the Principal, the Administrator or the employees, consultants or agents of the Principal

- b) any risk specifically excepted in the Contract
- c) war, invasion, act of foreign enemies, act of terrorism, hostilities, (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power, martial law or confiscation by order of any government or public Authority
- d) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel not caused by the Contractor or the Contractor's employees or agents
- e) use or occupation by the Principal or the employees or agents of the Principal or other Contractors to the Principal (not being employed by the Contractor) or a Nominated Subcontractor engaged by the Principal (pursuant to a prior Contract the benefit of which has been assigned to the Contractor pursuant to the Contract) of any part of the Works or the Temporary Works, or
- f) defects in the design of the Work Under the Contract other than a design provided by the Contractor.

17 Damage to persons and property other than the Works

17.1 Indemnity by Contractor

- a) The Contractor shall indemnify the Principal against:
 - i. loss of or damage to property of the Principal, including existing property in, or upon, which the Work Under the Contract is being carried out, and
 - ii. Claims by any person (including Claims by owners or occupiers of areas adjacent to the Site) against the Principal in respect of personal injury or death or loss of or damage to any propertyarising out of or as a consequence of the carrying out by the Contractor of the Work Under the Contract, but the Contractor's liability to indemnify the Principal shall be reduced proportionally to the extent that the act or omission of the Principal or employees or agents of the Principal may have contributed to the loss, damage, death or injury.
- b) Clause 17.1(a) shall not apply to:
 - i. the extent that the liability of the Contractor is limited by another provision of the Contract
 - ii. exclude any other right of the Principal to be indemnified by the Contractor
 - iii. things for the care of which the Contractor is responsible under Clause 16.1, and
 - iv. Claims in respect of the right of the Principal to construct the Work Under the Contract on the Site.

17.2 Indemnity by the Principal

The Principal shall indemnify the Contractor in respect of Claims referred to in Clause 17.1(b)(iv).

18 Insurance of the Works

The alternative applying for Insurance of the Works for this Contract is given in Item 21A.

Alternative 1 – Principal arranged insurance

- a) On or before the Date of Acceptance of Tender, the Principal shall effect a policy of insurance in relation to the Work Under the Contract in the terms of the Principal Arranged Insurance Program as set out at the website <https://www.tmr.qld.gov.au/business-industry/Technical-standards-publications/Infrastructure-Contract> maintained by the Principal. The Principal shall maintain the policy while ever the Contractor has an interest in it and the Principal shall pay all premiums.
- b) The policy will include the Principal, the Contractor and Subcontractors as insured parties.
- c) The Contractor is responsible for the payment of deductibles under the policy to the extent that the Claim under the policy is not a direct consequence, without fault or omission on the part of the Contractor, of an Excepted Risk defined in Clause 16.4.
- d) As an Insured under the PAI program all insured parties have an obligation to notify insurers (via Transport and Main Roads Insurance office or Marsh its broker) of incidents that may give rise to a claim. Once notified the Insured has an ongoing obligation to assist insurers in managing any claim until that claims finality.

Alternative 2 – Contractor arranged insurance

- a) Before the Contractor commences work, the Contractor shall take out an insurance policy covering all the things referred to in Clause 16.1 against loss or damage resulting from any cause whatsoever until the Contractor ceases to be responsible for their care.
- b) Without limiting the generality of the obligation to insure, the policy shall cover the Contractor's liabilities under Clause 16.3 and things in storage off Site and in transit to the Site.
- c) The insurance cover may exclude:
 - i. the cost of making good fair wear and tear or gradual deterioration, but shall not exclude the loss or damage resulting therefrom
 - ii. the cost of making good faulty design, workmanship and materials, but shall not exclude the loss or damage resulting therefrom
 - iii. consequential loss of any kind, but shall not exclude loss of or damage to the Works
 - iv. damages for delay in completing or for the failure to complete the Works
 - v. loss or damage resulting from ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel resulting from any cause
 - vi. loss or damage resulting from the Excepted Risks in Clause 16.4(b) and (c).
- d) The insurance cover shall be for an amount not less than the sum of:
 - i. the Contract Sum
 - ii. the amount stated in Item 21B to provide for costs of demolition and removal of debris
 - iii. the amount stated in Item 21C to cover fees of consultants
 - iv. the value stated in Item 21D of any materials or things to be supplied by the Principal for the purposes of the Work Under the Contract, and
 - v. the additional amount or percentage stated in Item 21E of the total of the items referred to in Clause 18(d)(i) to (iv).

- e) The insurance policy shall be in the joint names of the Principal and the Contractor, and shall cover the Principal, the Contractor and all Subcontractors for their respective rights, interests and liabilities and, unless otherwise specified elsewhere in the Contract, shall be effected with an insurer and in terms both approved in writing by the Principal, which may be given or withheld in its absolute discretion. The policy shall be maintained until the Contractor ceases to be responsible under Clause 16.1 for the care of anything.

19 Public liability insurance

The alternative applying for public liability insurance for this Contract is given in Item 22A.

Alternative 1

- a) On or before the Date of Acceptance of Tender, the Principal shall effect in relation to the Work Under the Contract a policy of insurance in the terms of the Principal Arranged Insurance (PAI) Program as set out at the website <https://www.tmr.qld.gov.au/business-industry/Technical-standards-publications/Infrastructure-Contract> maintained by the Principal. The Principal shall maintain the policy while ever the Contractor has an interest in it and the Principal shall pay all premiums.
- b) The policy will include the Principal, the Contractor and Subcontractors as insured parties.
- c) The Contractor is responsible for the payment of deductibles under the policy to the extent that the Claim under the policy is not a direct consequence, without fault or omission on the part of the Contractor, of an Excepted Risk defined in Clause 16.4.

Alternative 2

- a) Before the Contractor commences work, the Contractor shall take out a public liability policy of insurance in the joint names of the Principal and the Contractor, which covers the Principal, the Contractor, the Administrator and all Subcontractors for their respective rights and interests and covers their liabilities to third parties. The policy shall also cover the Contractor's liability to the Principal and Principal's liability to the Contractor for loss of or damage to property (other than property required to be insured by Clause 18) and the death of or injury to any person (other than liability which is required by law to be insured under a workers compensation policy of insurance).
- b) The public liability policy of insurance shall be for an amount in respect of any one occurrence not less than the sum stated in Item 22B and, unless otherwise specified elsewhere in the Contract, shall be effected with an insurer and in terms both approved in writing by the Principal, which may be given or withheld in its absolute discretion. The policy shall be maintained until the Final Certificate is issued under Clause 42.8.

20 Insurance of employees

- a) Before the Contractor commences work the Contractor shall insure against liability for death of or injury to persons employed by the Contractor including liability by statute and at common law. The insurance cover shall be maintained until all work including remedial work is completed.
- b) Where permitted by law, the insurance shall be extended to indemnify the Principal for the Principal's statutory liability to persons employed by the Contractor.

- c) The Contractor shall ensure that every Subcontractor is similarly insured.

21 Inspection and provisions of insurance policies

21.1 Proof of insurance

- a) Before the Contractor commences work and whenever requested in writing by the other party, a party liable to effect or maintain insurance shall produce evidence to the satisfaction and approval of the other party of the insurance effected and maintained.
- b) The effecting of insurance shall not limit the liabilities or obligations of a party under other provisions of the Contract.
- c) The Contractor shall be deemed to have examined, assessed and understood the Principal's insurance policies at the Date of Acceptance of Tender.

21.2 Failure to produce proof of insurance

If, after being requested in writing by the other party so to do, a party fails to produce evidence of compliance with insurance obligations under Clauses 18, 19 or 20 to the satisfaction and approval of the other party, the other party may effect and maintain the insurance and pay the premiums. The amount paid shall be a debt due from the party in default to the other party. Where the defaulting party is the Contractor, the Principal may refuse payment until evidence of compliance with insurance obligations under Clauses 18, 19 or 20 is produced by the Contractor to the satisfaction and approval of the Principal. The rights given by Clause 21.2 are in addition to any other right.

21.3 Notices from or to the insurer

The party effecting insurance under Clause 18 or 19 shall ensure that each policy of insurance contains provisions acceptable to the other party that will:

- a) require the insurer, whenever the insurer gives the Principal, the Contractor or a Subcontractor a notice of cancellation or other notice concerning the policy at the same time to inform the other party in writing that the notice has been given.
- b) provide that a notice of Claim given to the insurer by the Principal, the Administrator, the Contractor or a Subcontractor shall be accepted by the insurer as a notice of Claim given by the Principal, the Administrator, the Contractor and the Subcontractor and that a failure by one insured to discharge its obligations of disclosure and good faith or to observe the terms of the policy will not prejudice the cover of the other insureds, and
- c) require the insurer, whenever the party fails to renew the policy or to pay a premium, to give notice in writing thereof forthwith to the Principal and the Contractor and prior to the insurer giving any notice of cancellation.

21.4 Notices of potential Claims

- a) The Contractor shall, as soon as practicable, inform the Principal in writing of any occurrence that may give rise to a Claim under a policy of insurance required by Clause 18 or 19 and shall keep the Principal informed of subsequent developments concerning the Claim. The Contractor shall ensure that Subcontractors in respect of their operations similarly inform the Principal.
- b) Where the occurrence may give rise to a Claim or potential Claim under a policy of insurance effected under the PAI Program regardless of whether the likely value of such Claim or

potential Claim is less than the applicable deductible, the Contractor shall, despite any clause to the contrary, comply in all respects with the procedures for notifying a Claim as set out at the website <https://www.tmr.qld.gov.au/business-industry/Technical-standards-publications/Infrastructure-Contract> maintained by the Principal. Failure to do so may result in indemnity not being granted under the PAI Program.

- c) Where a policy of insurance required by the Contract has been effected by the Principal, the Principal shall similarly inform the Contractor.
- d) The Contractor shall comply with the terms of the policies of insurance effected under Clauses 18, 19 or 20 (including the notification requirements under those policies).

21.5 Settlement of Claims

- a) Upon settlement of a Claim under the insurance specified by Clause 18:
 - i. to the extent that the Work Under the Contract needing reinstatement has been the subject of a payment or allowance by the Principal to the Contractor, if the Contractor has not completed reinstatement of that work, moneys received shall, if requested by either party, be paid into a bank agreed upon by the parties in an account in the joint names of the Contractor and the Principal. As the Contractor proceeds to reinstate the loss or damage, the Administrator shall certify against the joint account for the cost of reinstatement, and
 - ii. to the extent that the work to be reinstated has not been the subject of a payment or allowance by the Principal to the Contractor, the Contractor shall be entitled immediately to receive from moneys received, the amount of money so paid in relation to any loss suffered by the Contractor relating to that Work Under the Contract (including the supply of goods and materials on Site whether or not incorporated into the Works).
- b) Settlement of Claims under the PAI Program will be dealt with in accordance with the procedures set out at the website <https://www.tmr.qld.gov.au/business-industry/Technical-standards-publications/Infrastructure-Contract> maintained by the Principal.

21.6 Cross liability

Any insurance required to be effected by the Contractor in joint names in accordance with the Contract shall include a cross-liability clause in which the insurer agrees to waive all rights of subrogation or action against any of the persons comprising the insured and for the purpose of which the insurer accepts the term 'insured' as applying to each of the persons comprising the insured as if a separate policy of insurance had been issued to each of them (subject always to the overall sum insured not being increased thereby).

21.7 Excess / deductible

The Contractor shall bear or pay any excess or deductible which is applicable to any Claim made under any of the policies of insurance effected under Clauses 18, 19 or 20 except to the extent the Claim is with respect to loss or damage which is the direct consequence, without fault or omission on the part of the Contractor, of an Excepted Risk defined in Clause 16.4.

22 Inspectors

The Administrator shall forthwith notify the Contractor in writing of the name of any inspector appointed by the Principal or the Administrator, including any appointed inspector's delegated function under the

contract (if any). This may include separate designated geographical areas performing the same delegated functions.

23 Administrator

23.1 Administrator

- a) The Principal shall ensure that at all times there is an Administrator. The Administrator will be responsible for the overall administration of this Contract.
- b) The Principal shall ensure that in the exercise of the functions of the Administrator under the Contract listed in Annexure C, the Administrator:
 - i. acts fairly, reasonably, and honestly
 - ii. acts within the time prescribed under the Contract or where no time is prescribed, within a reasonable time, and
 - iii. arrives at a reasonable measure or value of work, quantities or time.
- c) In the exercise of all other functions of the Administrator under the Contract, the Administrator acts as the agent of the Principal (not as an independent certifier).
- d) If pursuant to a provision of the Contract enabling the Administrator to give directions, the Administrator gives a direction, the Contractor shall comply with the direction.
- e) In this Clause 23 'direction' includes agreement, approval, Authorisation, certificate, decision, demand, determination, explanation, instruction, notice, order, permission, rejection, request or requirement.
- f) Except where the Contract otherwise provides, a direction may be given orally, but the Administrator shall as soon as practicable confirm it in writing.
- g) If the Contractor in writing requests the Administrator to confirm an oral direction, the Contractor shall not be bound to comply with the direction until the Administrator confirms it in writing.

24 Administrator's Representative

- a) The Administrator may from time to time appoint individuals to exercise any functions of the Administrator under the Contract but not more than one Administrator's Representative shall be delegated the same function at the same time. The appointment of an Administrator's Representative shall not prevent the Administrator from exercising any function.
- b) The Administrator shall forthwith notify the Contractor in writing of:
 - i. the appointment and the name of any Administrator's Representative and the functions delegated to the Administrator's Representative
 - ii. the termination of the appointment of an Administrator's Representative.
- c) If the Contractor makes a reasonable objection to the appointment of a representative, the Administrator shall terminate the appointment.

25 Contractor's Representative

- a) The Contractor shall nominate a Contractor's Representative who shall personally superintend the execution of the Work Under the Contract and be present on the Site for at least the percentage of time nominated in Annexure Item 29A.
- b) The Contractor's Representative shall have a thorough and direct understanding of all aspects of the Work Under the Contract and shall have the authority to make decisions and agreements on behalf of the Contractor.
- c) If required by the Administrator, the Contractor shall have a competent employee present at other places at which activities relating to the execution of the Work Under the Contract are taking place to ensure that the Contractor's Representative is adequately informed.
- d) The Contractor's Representative shall comply with the requirements of Clause 29.2.1.
- e) The Contractor shall forthwith notify the Administrator in writing of the name of the representative and of any subsequent changes. Any direction defined in Clause 23 shall:
 - i. if it relates to the execution of work on the Site and is given to the Contractor's Representative on the Site, or
 - ii. if it relates to the execution of work at any other place and is given to the employee of the Contractor at the other place or the Contractor's Representativebe deemed to have been given to the Contractor.
- f) Matters within the knowledge of the Contractor's Representative or any other employee or representative of the Contractor shall be deemed to be within the knowledge of the Contractor.
- g) If the Administrator makes a reasonable objection to the appointment of a Contractor's Representative, the Contractor shall terminate the appointment and appoint another Contractor's Representative.

26 Control of Contractor's employees and Subcontractors

The Administrator may direct the Contractor to have removed from the Site or from any activity connected with the Work Under the Contract, within such time as the Administrator directs, any person employed in connection with the Work Under the Contract who, in the opinion of the Administrator, is guilty of misconduct or is incompetent or negligent. The person shall not thereafter be employed on the Site or on activities connected with the Work Under the Contract without the prior written approval of the Administrator.

27 Site

27.1 Possession of Site

- a) The Principal shall on, or before, the expiration of the time stated in Item 24A, give the Contractor possession of the Site or sufficient of the Site to enable the Contractor to commence work, provided, however, that the Principal is not obliged to give possession of the Site if:
 - i. the Contractor has not supplied to the Administrator proof of the implementation of the requirements stated in Item 24B.
 - ii. the Contractor has not complied with the requirements of Clause 5.2, 21.1 or 33.3.

- b) If the Principal has not given the Contractor possession of the whole Site, the Principal shall, from time to time, give the Contractor possession of such further parts of the Site as may be necessary to enable the Contractor to execute the Work Under the Contract in accordance with the requirements of the Contract. The Principal shall advise the Contractor in writing of the date upon which the Site or any part thereof will be available.
- c) Possession of the Site shall confer on the Contractor a right to only such use and control as is necessary to enable the Contractor to execute the Work Under the Contract.
- d) Except to the extent otherwise agreed in writing by the parties, the Contractor acknowledges and accepts that the public use of the Site must be fully maintained during the performance of the Work Under the Contract.

27.2 Access for the Principal and others

27.2.1 General

- a) The Principal and the Principal's employees and agents may, at any time after reasonable notice to the Contractor, have access to any part of the Site for any purpose.
- b) The Contractor shall permit the execution of work on the Site by persons engaged by the Principal and shall cooperate with them and coordinate the Contractor's work with their work.
- c) If requested by the Contractor, the Principal shall provide to the Contractor the names of the persons so engaged.
- d) The Contractor shall, at all reasonable times, give the Principal, the Administrator and inspectors appointed under Clause 22, and other persons authorised in writing by the Principal or by the Administrator, access to the Work Under the Contract at any place where the work is being carried out or materials are being prepared or stored.
- e) The Principal shall ensure that the Contractor is not unreasonably impeded in the execution of the Contractor's work by any persons referred to in Clause 27.2.1(d) while exercising the right of access given by Clause 27.2.1(d).
- f) The Contractor shall have no right to any Claim in connection with work or performance of other activities carried out pursuant to this Clause 27.2.1.

27.2.2 Adjoining work

- a) The Contractor acknowledges that:
 - i. when it commences the Work Under the Contract, prior Contractors may not have completed their Works and may be doing so at the same time as the Contractor is executing the Work Under the Contract, and
 - ii. Contractors may be executing work on other Contracts which may interface with the Work Under the Contract.
- b) The Contractor agrees that it will be responsible for coordination of its work with that of other Contractors so as not to disrupt, impede or adversely affect those other Contractors in the execution of their work and the Contractor shall indemnify the Principal for any liability the Principal may incur to other Contractors as a result of the Contractor's failure to comply with this Clause 27.2.2.

- c) Notwithstanding any other provision of this Contract, the Contractor shall not be entitled to make any Claim against the Principal because of an act or omission of a separate Contractor unless the Contractor has fully complied with Clause 27.2.2.

27.2.3 Adjoining private land

- a) In performing the Work Under the Contract, the Contractor shall not enter or permit any Constructional Plant to enter private land adjoining the Site without first obtaining the written approval of the land occupier and the land owner (where these are not the same person). The Contractor shall submit a copy of this written approval to the Administrator upon request.
- b) Notwithstanding the granting of such approval of entry, the Contractor shall comply with the following conditions relating to private land adjoining the Site:
 - i. privacy of the land owner / occupier shall be paramount
 - ii. the land owner / occupier shall be notified in advance when entry onto private land is required for any purpose
 - iii. vehicles shall be driven at a maximum speed of 20 kilometres per hour when in close proximity to any dwellings, and
 - iv. where a permanent access structure to private land is to be constructed under this Contract, the Contractor shall maintain access for others across the Site at all times.
- c) The Contractor shall, by the action of the entering on to the private land, be deemed to have indemnified the Principal against any Claims which may arise from or in connection with such entry or subsequent operations on the land.
- d) Upon completion of work on private land, the Contractor shall forward to the Administrator a statement signed by the land owner / occupier to the effect that the land owner and occupier are satisfied that any damage to the land which may have arisen from or in connection with the Contractor's operations has been adequately repaired or otherwise compensated by the Contractor. All costs associated with work on private land shall be borne by the Contractor.
- e) The Contractor shall develop and maintain a schedule of planned dates for temporary access and occupation of private land adjoining the Site. This schedule, and any subsequent updates, shall be reflected in any Construction Program submitted to the Principal.
- f) The schedule of planned dates for temporary access and occupation of private land adjoining the Site shall be presented to and reviewed with the Administrator and the Principal during the Site Conferences.
- g) The Contractor's obligations with respect to the safe performance of the Work Under the Contract shall apply to the Contractor's activities on the adjoining private land during the period of temporary access and occupation.

27.2.4 Notice of entry

- a) For purposes of this Clause 27.2.4, the term 'notice of entry' means the Notice of Entry Form (Department of Transport and Main Roads Form M727 CFD), a copy of which is available on the Principal's website.

- b) In the event that the Contractor fails to obtain written approval from the land occupier and land owner in accordance with Clause 27.2.3, then the Contractor shall issue a written notification to the Administrator specifying:
 - i. the details of the land and the land occupier and land owner (as the case may be)
 - ii. any potential adverse impacts on the performance of the Work Under the Contract, and
 - iii. the alternative measures it proposes to take to mitigate the failure to obtain written approval from the land occupier or land owner (as the case may be) or confirming that no alternative measures have been identified and requesting the Principal issue a Notice of Entry to the land occupier and land owner in relation to the Contractor's proposed temporary access and occupation of a private land adjoining the Site.
- c) The Contractor shall submit a written request to the Administrator under this Clause 27.2.4 for the Principal to issue a Notice of Entry at least 15 Business Days prior to the date the Contractor proposes to temporarily access and occupy private land adjoining the Site. The written notification shall include all necessary information and supporting documentation that address:
 - i. the purpose of entry
 - ii. details of proposed use of the land
 - iii. the estimated commencement date
 - iv. the period of occupation
 - v. proposed safety measures for temporary access and occupation, and
 - vi. any other proposed measures to guarantee the privacy of the land occupier.
- d) The Contractor shall provide any other additional information or documentation that may be requested by the Administrator in considering the Contractor's request to issue a notice of entry.
- e) The Contractor acknowledges and agrees that:
 - i. the Principal may give or refuse to give a notice of entry in its absolute discretion, and
 - ii. the issuance or non-issuance of a notice of entry by the Principal to any land occupier or land owner of private land adjoining the Site shall not relieve the Contractor of any obligations under the Contract, including the obligation to execute the Work Under the Contract by the Date for Practical Completion.

27.3 Delivery of materials to and work on Site before possession

Until possession of the Site or part of the Site is given to the Contractor under Clause 27.1, the Contractor shall not deliver materials to or perform work on the Site or part of the Site, as the case may be, unless approval in writing is given by the Administrator.

27.4 Use of Site by Contractor

Unless the Contract otherwise provides, or the Administrator gives prior written approval, the Contractor shall not use the Site or allow it to be used for:

- a) camping

- b) residential purposes, or
- c) any purpose not connected with the Work Under the Contract.

27.5 Finding of minerals, fossils and relics

- a) Valuable minerals, fossils, articles or objects of antiquity or of anthropological or archaeological interest, treasure trove, coins and articles of value found on the Site shall as between the parties be and remain the property of the Principal. Immediately upon the discovery of these things, the Contractor shall take precautions to prevent their loss or removal or damage and shall notify the Administrator of the discovery.
- b) If compliance with obligations under Clause 27.5 causes the Contractor to incur more or less cost than the Contractor could reasonably have anticipated at the time of tendering, the difference shall be valued under Clause 40.5.

27.6 Lane rentals and lane closures

- a) Where any Work Under the Contract necessitates lane or shoulder closures, other than those at the locations and times specifically described in the Contract, the Contractor shall pay to the Principal the lane rental charges listed in Item 25A, for every hour or part thereof that the lane or shoulder remains closed.
- b) Notwithstanding the application of lane rental charges by the Principal, the Contractor shall make every endeavour to ensure that traffic lanes and shoulders remain open to the safe passage of traffic at the posted speed at all times in accordance with the provisions of the Contract.

27.7 Public Utility Plant

27.7.1 Responsibilities

- a) As from the Date of Acceptance of Tender, the Contractor shall:
 - i. be responsible for arranging and coordinating all Work Under the Contract associated with the replacement or relocation of Public Utility Plant
 - ii. ensure that the specific relocation and/or replacement requirements of each responsible Authority are met
 - iii. establish and maintain, up to the Date of Practical Completion, reference markers identifying the type, size, alignment and depth of Public Utility Plant and emergency contact telephone number of the responsible Authority, and
 - iv. execute all other work items associated with affected Public Utility Plants as described and detailed in the Project Specific Specifications, Standard Specifications and Drawings as part of the Contractor's scope of Works.
- b) If the Contractor incurs costs in respect of the coordination of the relocation and/or replacement of Public Utility Plant in excess of the costs that a competent and experienced Contractor could have been reasonably anticipated at the time of tendering:
 - i. a valuation of the costs incurred by the Contractor shall be made under Clause 40.5, and
 - ii. notwithstanding the provisions in Clause 40.5 such valuation shall not include the cost of the Contractor's supervision or overheads.

27.7.2 Public Utility Plant identified during the Contract

- a) Where Public Utility Plant, additional to that stated in the Contractor's Tender, is identified during the Contract, the following procedure shall apply:
 - i. the Contractor shall within one Business Day advise the Administrator and the responsible Authority of the newly identified Public Utility Plant
 - ii. the Contractor shall request and obtain from the responsible Authority an estimate of cost to relocate the Public Utility Plant and a program for completion of the relocation
 - iii. the Principal will arrange for payment to the responsible Authority for the necessary relocation, and
 - iv. the Contractor shall revise its program of work to accommodate the program of the responsible Authority and shall coordinate completion of the relocation by the responsible Authority.
- b) If the Contractor's compliance with the procedure set out in Clause 27.7.2(a) causes the Contractor to more or less cost than a competent and experienced Contractor could have reasonably anticipated at the time of tendering, a valuation shall be made under Clause 40.5.
- c) Delay caused by the Contractor's compliance with the procedure set out in Clause 27.7.2(a) may justify an extension of time under Clause 35.5.

27.7.3 Damage and repair

- a) The Contractor shall immediately notify the Administrator of any damage to any Public Utility Plant.
- b) The Contractor shall be responsible for any damage to any Public Utility Plant caused by the Work Under the Contract, in which case the Contractor shall:
 - i. make good any such damage at its own cost
 - ii. make arrangements directly with the responsible Authority for any repairs which may be necessary to Public Utility Plant damaged by the Work Under the Contract, and
 - iii. have no Claim against the Principal for the damage to the Public Utility Plant or any associated delay to the completion of the Works.
- c) The Contractor shall be responsible for any damage caused to the Work Under the Contract by any fault that develops in any Public Utility Plant during the term of the Contract.

27.7.4 Disruption to public

The Contractor shall take all reasonable steps to minimise disruption to individual land owners and/or occupiers in disconnecting, relocating and reconnecting public utilities, including by:

- a) consulting with all affected land owners and/or occupiers to arrange for a mutually acceptable time for the carrying out of such Works, at least five Business Days before the anticipated event, and
- b) identifying and consulting with any land owner and/or occupier with special requirements regarding continuity of supply of any public utility and taking all measures necessary to satisfy such requirements.

27.7.5 Contractor's negotiations

All negotiations between the Contractor and the responsible Authority shall be confirmed in writing by the Contractor and copies of all such correspondence to and from the responsible Authority shall be promptly forwarded to the Administrator by the Contractor.

27.7.6 Contractor's obligations

Nothing contained in Clause 27.7 shall in any way limit or exclude any of the Contractor's obligations or liabilities under the Contract.

27.8 Advertising on Site

27.8.1 Project signs

- a) Within 20 Business Days after the Date of Acceptance of Tender, the Contractor shall supply and erect the number of project signs stated in Item 26A. The signs shall be of a size and/or type as stated in Item 26B, contain the words and graphics as shown on the Drawings or as directed by the Administrator and be located as directed by the Administrator.
- b) Unless directed otherwise by the Administrator, the Contractor shall remove the project signs within 10 Business Days of the Date of Practical Completion and transport them to the location stated in Item 26C.

27.8.2 Contractor's advertising

- a) If the Contractor wishes to erect a sign describing the names of the project and the Contractor, the Contractor shall submit details of the sign (size, wording, graphics and location) to the Administrator for consideration. The size of any such sign shall not be greater than 3 m x 2 m.
- b) Any such sign approved by the Administrator shall be removed from the Site within 10 Business Days after the Date of Practical Completion or at such other time as directed by the Administrator.
- c) All expenses incurred in the provision, erection, relocation (if necessary) and removal of such signs shall be borne by the Contractor.

27.8.3 Other advertising

Except as permitted under Clauses 27.8.1 and 27.8.2, no other advertising shall be permitted on the Site, other than the names of the manufacturer and/or owner painted on items of Constructional Plant.

27.9 Temporary filling of waterways

- a) Unless otherwise stated in Item 27A, the Contractor shall not construct any temporary filling of any waterway during the carrying out of the Work Under the Contract.
- b) Where Item 27A permits temporary filling of a waterway, the Contractor shall:
 - i. immediately after work has been completed in the area, restore any disturbance (not associated with the Works) of the banks of any waterway to a condition equivalent to that at the date the Contractor was granted possession of the Site, and
 - ii. prior to the Date of Practical Completion, remove from the waterway all materials used in the construction of any Temporary Works.

27.10 Cleaning up

The Contractor shall keep each Site and the work clean and tidy. The Contractor shall regularly remove rubbish and surplus material.

28 Not used

29 Materials, labour and Constructional Plant

29.1 Provision of materials, labour and Constructional Plant

Except to the extent that the Contract specifies Principal Supplied Material, the Contractor shall supply everything necessary for the proper performance of the Contractor's obligations and discharge of the Contractor's liabilities under the Contract.

29.2 Contractor's staff

29.2.1 General

- a) The Contractor shall employ:
 - i. appropriately qualified, trained and experienced personnel to perform the Work Under the Contract. If labour hire is required, the Contractor shall only engage with labour hire providers licensed under the *Labour Hire Licensing Act* (Qld).
 - ii. appropriately qualified, trained and experienced personnel to fill the positions stated in Item 29A and if no such positions are stated, the Contractor shall employ an adequate number of appropriately qualified, trained and experienced staff as determined by the Administrator to be necessary to carry out the requirements of the Contract.
- b) The personnel nominated by the Contractor to fill the positions stated in Item 29A shall be able to read, write and converse fluently in the English language.
- c) If the Principal reasonably considers at any time that personnel employed by the Contractor to perform the Work Under the Contract (including the Contractor's key personnel under Clause 29.2.2) do not satisfy the requirements of Clause 29.2.1(a), it may, acting reasonably, request the Contractor remove such personnel and replace them with a suitably qualified replacement.

29.2.2 Key personnel

- a) Those personnel specified in Item 29B shall be the Contractor's key personnel for the Contract.
- b) The Contractor shall maintain its key personnel in the roles specified in Item 29B on the Work Under the Contract and shall not replace them unless the Administrator approves a substitute.
- c) Any vacancy of key personnel shall be promptly filled by the Contractor with a person of at least equivalent ability, experience and expertise and who is approved by the Administrator. The Administrator shall notify Prequalification and Contracts Unit (PCU) of any changes to Contractor's key personnel prior to approving the change and record them in the monthly contract performance reporting.

- d) When a key personnel is replaced in accordance with this Clause 29.2.2, the Contractor shall ensure that there is a proper 'handover' which will require the person and his replacement working together for at least 10 Business Days.
- e) A failure by the Contractor to comply with the requirements of this Clause 29.2.2 shall constitute a substantial breach for the purposes of Clause 44.2.

29.3 Training requirements

- a) The *Queensland Government Building and Construction Training Policy* (the Training Policy) applies to Queensland Government building projects with a Contract Sum of \$500,000 or greater (including GST) and civil construction projects with a Contract Sum of \$3 million or greater (including GST) as identified in Item 30A.
- b) For purposes of this Clause 29.3:
 - i. 'apprentice' and 'trainee' shall be a person who enters into a training Contract that has been executed in the formation of an apprenticeship or traineeship as provided for in the *Further Education and Training Act 2014*
 - ii. 'compliance plan' means the plan developed by the Contractor demonstrating how the Contractor will comply with its obligations under this clause and the Training Policy
 - iii. 'DESBT' means Department of Employment, Small Business and Training
 - iv. 'eligible project' means the work under this Contract if the Training Policy applies in accordance with Clause 29.3(a)
 - v. 'new entrant' shall be an apprentice or trainee who has not been continuously employed by the employer, detailed on the training Contract, for more than three months full-time, or 12 months casual or part-time, or a combination of both, immediately prior to the commencement date of the training Contract; this person shall remain a new entrant under the Training Policy until the person completes the apprenticeship or traineeship
 - vi. 'Practical Completion report' means the report prepared by the Contractor at project completion demonstrating its compliance with the requirements of Clause 29.3
 - vii. 'Training Policy' means the *Queensland Government Building and Construction Training Policy*, published by the Department of Employment, Small Business and Training and located at www.training.qld.gov.au/trainingpolicy, as amended from time to time
 - viii. 'TPAS' means the *Training Policy Administration System* – it is an electronic reporting system to report compliance with the Training Policy and is available on the website at <https://tpa.csq.org.au> and
 - ix. 'upskill workers' means upskilling existing workers in training that is delivered by registered training organisations which leads to nationally-recognised building or civil construction qualifications and upskilling existing workers in industry-recognised training, but does not include Site induction, toolbox talks or Site meetings.
- c) The Contractor, in its execution of the Work Under the Contract, shall:
 - i. employ on the Site, either directly or indirectly through Subcontractors, apprentices and trainees, or

- ii. employ on the Site, either directly or indirectly through Subcontractors, apprentices and trainees and upskill workers employed on the Site

for eligible projects up to \$100 million in Contract Sum, the deemed hours for the training policy will be determined by the Contract Sum multiplied by 0.03 percent for civil construction projects.

- d) In complying with this clause, not less than 60% of the required number of deemed hours shall be performed by new entrants.
- e) The number of attributable deemed hours to upskill a worker shall be limited to the hours necessary to adequately present the educational material, in a classroom delivery mode, for the worker to achieve an identified competency or qualification.
- f) On eligible projects over \$100 million, there are additional requirements that have to be fulfilled relating to development and implementation of a skills development plan, training delivery linked to occupational outcomes and a training coordinator appointed to ensure implementation of the skills development plan.
- g) The Contractor shall:
 - i. within 10 Business Days of the Date of Acceptance of Tender, submit to DESBT through TPAS, a completed Compliance Plan, and
 - ii. within 15 Business Days of the Date of Practical Completion, submit a Practical Completion report through TPAS.
- h) The Contractor acknowledges that failure to comply in part or in whole with this Clause 29.3 will be a substantive factor that will be taken into account in the award of future Contracts by the Principal.

29.4 Removal of materials and Constructional Plant

From time to time, the Administrator may, by written notice to the Contractor, direct the Contractor not to remove from the Site Constructional Plant or materials. Thereafter, the Contractor shall not remove the materials or the Constructional Plant without the prior written approval of the Administrator.

29.5 Manufacture and supply of materials

The Administrator may direct the Contractor to supply particulars of:

- a) the mode and place of manufacture
- b) the source of supply
- c) the performance capacities, and
- d) other information,

in respect of any materials, machinery or equipment to be supplied by the Contractor under, or used in connection with, the Contract.

29.6 Use of proprietary, trade or brand names

The description in the Contract of any materials, plant, equipment, work or other items by a proprietary, trade or brand name, supplier's or manufacturer's name, model number or other specific means does not in any way relieve, limit or exclude any of the Contractor's obligations or liabilities under the Contract with respect to the materials, plant, equipment, work or any other items (including

obligations and liabilities under any warranties, performance guarantees or defects liability provisions of the Contract).

29.7 Material supplied by the Principal

- a) The Principal shall supply the Principal Supplied Material.
- b) The Contractor's Construction Program shall show the date(s) on which any Principal Supplied Material is required, together with the quantity of such Material. The Contractor shall provide the Administrator with at least 15 Business Days prior written notice of the exact date of the Principal Supplied Material is required and the quantity required on that date.
- c) The Contractor shall:
 - i. transport the Principal Supplied Material from the location stated in the Principal Supplied Material list to the Site
 - ii. assume the risk in Principal Supplied Material
 - iii. appropriately store and care for the Principal Supplied Material at all times so that it is not contaminated and does not deteriorate
 - iv. take all necessary measures to reduce potential harm to the environment which might arise from the transport and storage of Principal Supplied Material
 - v. comply with any relevant requirements in the Contract and all Legislative Requirements, Australian Standards and/or manufacturer's instructions in relation to the proper handling and care of any Principal Supplied Material
 - vi. pay all costs associated with the inspection, storage, transportation and care of the Principal Supplied Material
 - vii. allow the Principal reasonable access to and use of the Principal Supplied Material to the extent reasonably necessary for the conduct of the Principal's operations at the Site, including any inspection, maintenance and repair the Principal may wish to carry out in relation to the Principal Supplied Material
 - viii. use and store the Principal Supplied Material in accordance with industry best practice and so as not to invalidate the terms of any warranty in respect of the Principal Supplied Material.
- d) Upon the receipt of any Principal Supplied Material, the Contractor shall within three Business Days inspect the material and ensure that the specified quantity has been delivered and that the material is in a condition which complies with the relevant Specifications. Within one Business Day upon inspection, notify the Administrator of any damage to, or loss of, the Principal Supplied Material.
- e) If, within five Business Days of receipt of the Principal Supplied Material, the Administrator has not received written notification of any deficiencies, then it shall be deemed that the specified quantity of Principal Supplied Material has been delivered to the Contractor in a condition which complies with the relevant Specifications.
- f) Any Principal Supplied Material which, after delivery to the Contractor, is lost, destroyed, contaminated or altered in any way such that the material no longer complies with the relevant

Specifications, shall be within three Business Days or as agreed with the Administrator replaced by the Contractor with material which complies with the relevant Specifications. The Contractor shall notify the Administrator in writing of any lost, destroyed, contaminated or altered material within five Business Days of the Contractor becoming aware of such events.

- g) Any Principal Supplied Material which is excess to the reasonable requirements of the Contract shall be returned to the point of return nominated in the Principal Supplied Material list. Any empty containers shall also be returned to the nominated location.
- h) Nothing in this Clause 29.7 shall in any way limit or exclude in any way the Contractor's obligations or liabilities under Clause 16.

30 Materials and work

30.1 Quality of materials and work

The Contractor shall use the materials and standards of workmanship required by the Contract. In the absence of any requirement to the contrary, the Contractor shall use suitable new materials.

30.2 Quality assurance

- a) The Contractor shall:
 - i. plan, establish, implement and maintain a quality system which conforms to the requirements of this Contract (Quality System) as per Item 31A of the Annexure A
 - ii. provide the Administrator with access to the Quality System of the Contractor and each of the Subcontractors to enable monitoring and quality auditing.
- b) Failure by the Contractor to either establish, implement or maintain a Quality System in accordance with this Clause 30.2 shall constitute a substantial breach for the purposes of the operation of Clause 44.2.
- c) The Contractor shall provide all records (including all test results and test report data) forming part of the Quality System (Quality Records) to the Administrator prior to the issue of the Final Certificate. Such records shall be provided in native electronic form or as directed by the Administrator.
- d) The Contractor hereby grants to the Principal a non-exclusive, irrevocable, unconditional, worldwide, perpetual, royalty-free, transferable and sublicensable licence to exercise all intellectual property rights in all Quality Records (including all information contained within the Quality Records) provided by the Contractor to the Administrator under Clause 30.2(c) for any purpose including, but not limited to:
 - i. informing best practice, safe, sustainable, value for money construction, maintenance and operation of other non-related projects, and
 - ii. informing the Principal's supplier and product registration systems, asset management and technical policy improvements.
- e) The Contractor represents and warrants that it has the right and authority to grant the licence under Clause 30.2(d), and that such licence grant and the use of the Quality Records by the Principal as contemplated by Clause 30.2(d) will not infringe the intellectual property rights of any third party.

- f) The Contractor releases, discharges and indemnifies the Principal and its personnel from and against any loss, damage, liability, cost or expense (including legal expenses) suffered or incurred by any of them, whether in contract, tort (including negligence), or otherwise in connection with any claim by a third party that the Quality Records or the use of the Quality Records by the Principal as contemplated by Clause 30.2(d) infringes the intellectual property rights of that third party.
- g) The Contractor acknowledges that the licence referred to in Clause 30.2(d) will survive the breach, repudiation, rescission, frustration, cancellation, termination, completion or any other discharge of the Contract and any takeover of the whole or any part of the Work Under the Contract.

30.3 Quality Plan

- a) The Contractor shall prepare and submit, as part of the Contract Plan, a Quality Plan to the Administrator in accordance with Clause 33.3.
- b) The Quality Plan shall be consistent with the Standard Specifications and any Quality Plan outline submitted with the Contractor's Tender (except to the extent that if any Quality Plan outline is inconsistent with the Standard Specifications or any of the Other Documents comprising the Contract, then the Quality Plan shall be in accordance with the Standard Specifications and the Other Documents comprising the Contract).
- c) The Contractor shall implement and maintain the Quality Plan while carrying out the Work Under the Contract.
- d) The Contractor shall submit inspection and test procedures to the Administrator, for a direction as to their suitability in accordance with Clause 8.5, not later than five Business Days prior to the commencement of the applicable work.

30.4 Suspension of Works by the Administrator due to serious non-conformance

If, in the opinion of the Administrator, any process, procedure, test method, calculation, analysis and/or report has resulted or will result in a serious non-conformance, then the Administrator may, in its absolute discretion, in accordance with Clause 34, direct the Contractor in writing, to suspend the whole or part of the Work Under the Contract and the Contractor shall immediately carry out any corrective and/or remedial action.

30.5 Contractor's obligations unaffected

The Quality System (including the Quality Plan):

- a) shall be used only as an aid to achieving compliance with the Contract and to document such compliance, and
- b) will not relieve the Contractor of any responsibilities or obligations in respect of the Work Under the Contract and the Contractor will remain solely responsible despite:
 - i. the obligation of the Contractor to implement and maintain a Quality System in accordance with this Contract, or
 - ii. any comment or direction upon, review or acceptance of, approval to proceed with, or request to vary any part of the quality assurance system by the Administrator.

30.6 Defective materials or work

- a) If the Administrator discovers material or work provided by the Contractor which is not in accordance with the Contract, the Administrator may direct the Contractor to:
 - i. remove the material from the Site
 - ii. demolish the work
 - iii. reconstruct, replace or correct the material or work, or
 - iv. not to deliver the material or work to the Site.
- b) The Administrator may direct the times within which the Contractor shall commence and complete the removal, demolition, reconstruction, replacement or correction.
- c) If the Contractor fails to comply with a direction issued by the Administrator pursuant to Clause 30.6 within the time specified by the Administrator in the direction and provided the Administrator has given the Contractor notice in writing that after the expiry of five Business Days from the date on which the Contractor receives the notice the Principal intends to have the work carried out by other persons, the Principal may have the work of removal, demolition, replacement or correction carried out by other persons and the cost incurred by the Principal in having the work so carried out shall be a debt due from the Contractor to the Principal.

30.7 Variations due to defective materials or work

Instead of a direction under Clause 30.6, the Administrator may direct a variation pursuant to Clause 40. The variation shall be valued under Clause 40.5 and:

- a) if the variation causes an increase or decrease in the value to the Principal of the Works, regard shall also be had to the increase or decrease, and
- b) if the variation results in the Contractor incurring more or less cost than would reasonably have been incurred had the Contractor been given a direction under Clause 30.6, regard shall also be had to the difference.

30.8 Acceptance of defective material or work

Instead of a direction under Clause 30.6 or 30.7, the Administrator may notify the Contractor that the Principal elects to accept the material or work notwithstanding that it is not in accordance with the Contract. In that event the resulting decrease in the value of the Works to the Principal, and any other loss suffered by the Principal, shall be valued in accordance with the applicable provisions of the Specification dealing with such valuations, and in the absence of such provisions, at a relevant value as determined by the Administrator.

30.9 Generally

- a) The Administrator shall give either a direction under Clause 30.6 or 30.7 or a notice under Clause 30.8 as soon as practicable after the Administrator becomes aware that material or work is not in accordance with the Contract. The Administrator may give the direction or notice at any time before the issue of the Final Certificate under Clause 42.8.
- b) Except to the extent that to do so would be inconsistent with a direction under Clause 30.7 or a notice under Clause 30.8, and notwithstanding that the Administrator has not given a

direction under Clause 30.6, the Contractor shall promptly remove, demolish, reconstruct, replace or correct material or work that is not in accordance with the Contract.

- c) A payment, or a test or a failure by the Administrator or anyone else, to disapprove any material or work shall not prejudice the power of the Administrator to subsequently give a direction under Clauses 30.6 or 30.7 or a notice under Clause 30.8.
- d) Nothing in Clause 30 shall prejudice any other right which the Principal may have against the Contractor arising out of the failure of the Contractor to provide material or work in accordance with the Contract.
- e) The Administrator shall not be obliged to give a direction under Clause 30.7 or a notice under Clause 30.8 to assist the Contractor.

30.10 Suppliers' and manufacturers' warranties

- a) The Contractor shall:
 - i. in respect of each Item specified in Item 32A (Warranty Item), procure and deliver to the Principal, prior to the end of the Defects Liability Period, a completed and executed warranty in the form of Form C7858 from the supplier or manufacturer of the materials or goods
 - ii. in respect of any other goods or materials incorporated into the Works, assign to the Principal the benefit of any warranty which applies after the end of the Defects Liability Period.
- b) The provision of an executed warranty pursuant to Clause 30.10 shall not:
 - i. affect the warranties given by the Contractor under the Contract
 - ii. relieve, limit or exclude any of the Contractor's liabilities or obligations under the Contract
 - iii. modify, limit or exclude any of the Principal's rights or remedies against the Contractor whether under the Contract or otherwise.

31 Examination and testing

31.1 Administrator may order tests

- a) In Clause 31, 'test' includes examination and measurement, and may include laboratory or field based tests.
- b) At any time prior to the issue of the Final Certificate, the Administrator may direct that any material or Work Under the Contract be tested. The Contractor shall provide such assistance and samples and make accessible such parts of the Work Under the Contract as may be required by the Administrator. On completion of the tests, the Contractor shall make good the Work Under the Contract so that it fully complies with the Contract.

31.2 Covering up of work

The Administrator may direct that any part of the Work Under the Contract shall not be covered up or made inaccessible without the Administrator's prior approval.

31.3 Who conducts tests

Tests shall be conducted as provided in the Contract or by the Administrator or a person (which may include the Contractor) nominated by the Administrator.

31.4 Notice of tests

Before conducting a test under the Contract, the party conducting the test, being the Administrator or the Contractor, shall give reasonable notice in writing to the other of the time, date and place of the test. If the other does not then attend, the test may nevertheless proceed.

31.5 Procedure if tests delayed

Without prejudice to any other right, if the Contractor or the Administrator delays in conducting a test, the other, after giving reasonable notice in writing of intention to do so, may conduct the test.

31.6 Results of tests

Results of tests shall be promptly made available by each party to the other and to the Administrator.

31.7 Costs of testing

- a) Costs of, and incidental to, testing shall be valued under Clause 40.5 and shall be borne by the Principal or paid by the Principal to the Contractor unless:
 - i. the Contract provides that the Contractor shall bear the costs or the test is one which the Contractor was required to conduct other than pursuant to a direction under Clause 31.1
 - ii. the test shows that the material or work is not in accordance with the Contract
 - iii. the test is in respect of Work Under the Contract covered up or made inaccessible without the Administrator's prior approval where such was required
 - iv. the test is consequent upon a failure of the Contractor to comply with a requirement of the Contract.
- b) Where such costs are not to be borne by the Principal, they shall be borne by the Contractor or paid by the Contractor to the Principal.

31.8 Access for testing

If, during the Defects Liability Period:

- a) the Principal or the Administrator asserts that material or work is not in accordance with the Contract, and
- b) the Contractor requests permission to test the material or work,

the Principal shall not unreasonably refuse the Contractor access to test the material or work.

32 Working Hours

32.1 General

- a) The Working Hours and Working Days shall be as stated in Item 33A and, if not so stated, as notified by the Contractor to the Administrator prior to commencement of work on Site and shall not be varied without the prior approval of the Administrator, except when in the interests of safety of the Work Under the Contract or to protect life or property, the Contractor finds it necessary to carry out work outside the Working Hours or on other than the Working Days

stated in the Contract. In such cases, the Contractor shall notify the Administrator in writing of the circumstances as early as possible.

- b) Notwithstanding Item 33A, the following days are not Working Days. No Work Under the Contract is permitted during these times without the prior written approval of the Administrator:
 - i. all gazetted Queensland public holidays
 - ii. local public holidays within the local government area in which the Site is located
 - iii. the Day before Good Friday
 - iv. the Days after the last Working Day prior to Christmas Day until New Year's Day inclusive
 - v. any other Days listed in Item 33B.
- c) The Contractor shall make due allowance for days that are not Working Days in its Construction Program and shall not be entitled to any Claim in respect of restrictions on carrying out the Work Under the Contract on these Days.

33 Progress and programming and planning of the Works

33.1 Rate of progress

- a) The Contractor shall proceed with the Work Under the Contract with due expedition and without delay.
- b) The Contractor shall not suspend the progress of the whole or any part of the Work Under the Contract except where the suspension is under Clause 44.9 or is directed or approved by the Administrator under Clause 34.
- c) Without limiting the Contractor's obligations under Clause 29.7, the Contractor shall give the Administrator reasonable advance notice of when the Contractor requires any information, materials, documents or instructions from the Administrator or the Principal.
- d) The Principal and the Administrator shall not be obliged to furnish any information, materials, documents or instructions earlier than the Principal or the Administrator, as the case may be, should reasonably have anticipated at the Date of Acceptance of Tender.
- e) The Administrator may direct in what order, and at what time, the various stages or parts of the Work Under the Contract shall be performed. If the Contractor can reasonably comply with the direction, the Contractor shall do so. If the Contractor cannot reasonably comply, the Contractor shall notify the Administrator in writing, giving reasons. No direction by the Administrator shall constitute, or be regarded as, a direction under this Clause 33.1(e) unless the direction is in writing and expressly states that it is a direction under this Clause 33.1(e).
- f) If the Contractor considers that compliance with the direction will cause the Contractor to incur more or less cost than otherwise would have been incurred had the Contractor not been given the direction, the Contractor shall within 10 Business Days of the receipt of the direction notify the Administrator that it considers the direction is a variation to the Work Under the Contract and details of why the Contractor considers it to be a variation. If the Administrator considers that the direction is a variation to the Work Under the Contract, it will within 10 Business Days of receiving the Contractor's notice confirm this in writing, in which event it will be valued under Clause 40.5.

- g) Unless the Contractor has given notice strictly in compliance with Clause 33.1(f), the Contractor shall be barred from making any Claim against the Principal in respect of the work the subject of the direction.

33.2 Contractor's reports

33.2.1 Daily reports

- a) If specified in Item 34A, the Contractor shall provide to the Administrator daily reports.
- b) The daily report shall be an accurate written record of all Site activities and events. Daily reports shall include:
 - i. a workforce report listing staff and labour personnel and the Current Program activities on which labour was used
 - ii. a subcontract report listing subcontract staff and labour personnel and the Current Program activities on which labour was used
 - iii. a plant and equipment report listing all Constructional Plant and equipment utilised, the Current Program activities on which the Constructional Plant and equipment was used, and a listing of all idle Constructional Plant and equipment and reasons for it being idle
 - iv. deliveries and quantities of materials delivered
 - v. significant and unusual events.
- c) Daily reports shall be submitted to the Administrator by 11.00 am on the following Business Day.

33.2.2 Weekly reports

- a) If specified in Item 34A, the Contractor shall provide to the Administrator weekly reports.
- b) The weekly report shall include summary of the Daily reports specified in Clause 33.2.1(b), or if the Daily Reports are not required, all of the content that would normally be included in the Daily Reports as specified in Clause 33.2.1(b) shall be included and summarised in the Weekly Report.
- c) Weekly reports shall be submitted to the Administrator by 12 pm on Tuesday of the week following the period to which the report refers.

33.3 Contract Plan

33.3.1 General

- a) The Contractor shall, within the time stated in Item 35A, prepare and submit a plan, which documents all of the systems, procedures and plans required to be implemented by the Contractor under the Contract (Contract Plan), to the Administrator for a direction as to its suitability in accordance with Clause 8.5.
- b) The Contract Plan shall include the following plans, each of which shall comply with the relevant requirements in the Contract:
 - i. Construction Program
 - ii. Quality Plan
 - iii. Environmental Management Plan

- iv. Work Health and Safety Management Plan
- v. Traffic Management Plan (where required)
- vi. Community Liaison Plan (where required)
- vii. Severe Weather Management Plan (where required)
- viii. Utility Relocation Management Plan (where required)
- c) The Contractor shall establish, review, maintain, update and implement the Contract Plan.
- d) If the Contractor fails to comply strictly with the provisions of this Clause 33.3.1:
 - i. such failure will be a substantial breach of Contract for the purposes of Clause 44.2
 - ii. the Principal may, pursuant to Clause 27.1, refuse to give access to the Site until the Contractor has strictly complied with this Clause 33.3.1.

33.3.2 Interim plans

- a) The Administrator may in its absolute discretion, as a condition of granting the Contractor access to the Site prior to a direction from the Administrator that the Contract Plan is suitable, require the Contractor to submit interim versions of the following plans to the Administrator for a direction as to suitability in accordance with Clause 8.5:
 - i. Environmental Management Plan
 - ii. Work Health and Safety Management Plan
 - iii. Traffic Management Plan (where required)
 - iv. Community Liaison Plan (where required)
 - v. Severe Weather Management Plan (where required).
- b) The interim plans to be submitted by the Contractor under Clause 33.3.2(a) shall:
 - i. be submitted 10 Business Days before the Contractor proposes to commence work on the Site
 - ii. comply with the requirements set out in the Contract or the relevant Standard Specifications as appropriate
 - iii. contain sufficient particulars to demonstrate the Contractor's commitment to its obligations and the management of the environmental, safety, traffic and community liaison issues for the first two months of the term of the Contract.

33.3.3 Updating Contract Plans

If requested by the Administrator, which may be made at any time, and from time to time in its absolute discretion, or where an issue or deficiency arises in respect of any part of the Contract Plan, the Contractor shall submit an updated version of the relevant part of the Contract Plan to the Administrator for a direction as to its suitability in accordance with Clause 8.5.

33.3.4 Permission and compliance

- a) The Contractor shall implement, and at all times comply with, all plans and procedures that form part of the Contract Plan.

- b) Compliance with the Contract Plan does not relieve the Contractor from its general obligation to comply with this Contract and all Legislative Requirements.
- c) Any direction as to the suitability or comment from the Administrator in respect of the Contract Plan does not relieve the Contractor of its responsibilities under this Contract or under the Contract Plan.

33.3.5 Audit of Contract Plan

The Principal may carry out audits of the Contract Plan and its implementation at any time and from time to time. During any audit, the Contractor shall provide the Principal and its Representatives with all documentation, access and assistance necessary for the audit. The Contractor is not entitled to any additional payment for providing any assistance during any audit of the Contract Plan.

33.4 Construction Program

33.4.1 General Program matters

- a) The Contractor shall:
 - i. prepare, implement and maintain a Construction Program in accordance with this Clause 33.4
 - ii. within the time stated in Item 36A, prepare and submit its Construction Program to the Administrator for a direction as to its suitability in accordance with Clause 8.5
 - iii. be fully responsible for maintaining the progress of all Work Under the Contract in accordance with its Construction Program, including works carried out by the Contractor and by its Subcontractors.
- b) The Contractor shall not, without reasonable cause, depart from:
 - i. a Construction Program included in the Contract, or
 - ii. a Construction Program furnished to the Administrator.
- c) The content of, or furnishing of a Construction Program, or of a further Construction Program, shall not affect the rights and obligations under Clause 33.1, nor relieve the Contractor of any obligations under the Contract, including the obligation to not, without reasonable cause, depart from an earlier Construction Program.
- d) The Construction Program shall:
 - i. take one of the following forms as stated in Item 36B:
 - a) a critical path network, in accordance with Clause 33.4.2, or
 - b) a bar chart in accordance with the requirements of Clause 33.4.3
 - ii. be consistent with the program which was submitted with the Contractor's Tender
 - iii. show the Contractor's bona fide planned work activities and sequences for bringing the Work Under the Contract to Practical Completion by the Date for Practical Completion, and
 - iv. not affect the time for performance by the Principal or the Administrator of any of their obligations or oblige either of them to do anything earlier than is necessary to enable the

Contractor to bring the Work Under the Contract to Practical Completion on the Date for Practical Completion.

- e) The Contractor may implement and revise, as necessary, its Construction Program while carrying out Work Under the Contract.
- f) All activity durations will be no longer than 15 Working Days.

33.4.2 Critical path network program

- a) Any critical path network program required to be prepared by the Contractor under the Contract shall be prepared on a computerised project management system approved by the Administrator. The Contractor's software shall be capable of exporting data in an electronic format which can be readily loaded into the Administrator's project management software nominated in Item 36C.
- b) The critical path network program shall include:
 - i. all significant key dates and milestones, including dates by which the Principal is required to supply information or materials, or is required to have done anything
 - ii. an appropriate number of activities, not less than the number stated in Item 36D
 - iii. activities identified by whole numbers, with sufficient gaps in the logical sequence to allow later insertion of additional activities should that be required
 - iv. the total float for each activity
 - v. a separate detailed activity listing showing coding, estimated durations and full logic links between activities
 - vi. one start activity (award of the Contract) and one end activity (Practical Completion), or if there are Separable Portions, one end activity for each Separable Portion
 - vii. one or more continuous paths of zero float from the start activity to the end activity or end activities
 - viii. all external constraints, including constraints on Working Days, Working Hours and traffic lane access
 - ix. any resource and/or logic restraints (non-zero lags shall only be shown where an engineering or resource requirement can be demonstrated)
 - x. at least two calendars, one for calendar days and one for Working Days
 - xi. activity weightings expressed as a percentage of the total cost of the Work Under the Contract
 - xii. projected progress of the Work Under the Contract, capable of being presented graphically
 - xiii. the estimated value of work programmed in each month throughout the Contract.
- c) The Contractor shall provide the necessary input such that its computerised project management system is capable of providing reports showing personnel, plant and machinery resources for each activity in man hours, machine hours or by crews. The format and content of the report(s) shall be as agreed with the Administrator.

33.4.3 Bar chart program

- a) A bar chart program shall be prepared in the Form of a bar chart, which shall comply with the requirements of Clause 33.4.2(b)(i), (ii), (iii), (v), (vii), (viii) and (xi).
- b) Notwithstanding the provisions of this Clause 33.4.3, the Contractor may elect to provide a Construction Program in the Form of a critical path network in accordance with Clause 33.4.2.

33.4.4 Current Program

- a) Once the Administrator gives a direction that a Construction Program is suitable, the Construction Program shall be designated the Current Program. No changes shall be made to the Current Program without the Administrator's prior written agreement.
- b) Until such time as the Administrator gives direction that a Construction Program is suitable, the Administrator may have regard, as necessary, to the program submitted with the Contractor's Tender.
- c) Where a critical path network program is specified, with each program submitted under Clause 33.4, any revised program submitted under Clause 33.4.7 and any rolling program submitted under Clause 33.4.9, the Contractor shall submit appropriate information in the electronic format stated in Clause 33.4.2.

33.4.5 Contractor's liabilities and obligations not relieved

No direction as to use of nor any other comment or direction by the Administrator regarding the suitability of or any change to any Construction Program submitted under Clause 33.4, any revised program submitted under Clause 33.4.7 or any rolling program submitted under Clause 33.4.9 shall:

- a) relieve, limit or exclude any of the Contractor's liabilities or obligations under the Contract, including its obligation to ensure the Work Under the Contract reaches Practical Completion by the Date for Practical Completion and its responsibility for all planning, scheduling, sequences, methods and techniques necessary for the due performance of its obligations under the Contract
- b) constitute a direction to accelerate, disrupt, prolong or vary any, or all, of the Contractor's activities or the Work Under the Contract or any part of the Work Under the Contract
- c) constitute a direction under Clause 33.1(e)
- d) constitute the granting of an extension of time or a determination in relation to any application of an extension of time to the Date for Practical Completion, or
- e) affect the time for performance by the Principal or the Administrator of any of their obligations or oblige either of them to do anything earlier than is necessary to enable the Contractor to bring the Work Under the Contract to Practical Completion by the Date for Practical Completion.

33.4.6 Current Program not part of Contract

- a) Under no circumstances does a direction by the Administrator regarding the suitability of, or any change to, any Construction Program submitted under Clause 33.4, nor any revised program submitted under Clause 33.4.7, or any rolling program submitted under Clause 33.4.9, confer any ownership whatsoever regarding any Construction Program, to the Principal.

- b) The Current Program may be used by the Administrator to monitor the progress of the Work Under the Contract and assess Claims for extension of time.

33.4.7 Contractor's revisions of Current Program

- a) If the actual progress of the Work Under the Contract varies significantly from that shown in the Current Program, the Contractor shall submit a revised program which shall (where possible) indicate how the Contractor proposes to accelerate the work in order to meet the Date for Practical Completion. A revised program shall comply with the provisions of Clause 33.4
- b) Once the Administrator gives a direction that a revised program is suitable, that program shall be the Current Program.

33.4.8 Review of Current Program

At each Site Conference held in accordance with Clause 4.3, the Contractor shall provide to the Administrator a printed report which reviews the Current Program and highlights any significant impacts on the project for the period up to the next Site Conference.

33.4.9 Short-term rolling program

Where a critical path network program is specified, the Contractor shall each month prepare and submit to the Administrator a detailed short-term rolling program for the Work Under the Contract (the rolling program). The rolling program shall:

- a) be drawn on a horizontal time scale
- b) show all activities scheduled for the next two months
- c) be statused at a date within five Business Days of the date of submission
- d) be in sufficient detail to monitor the day-to-day progress of the Work Under the Contract
- e) be accompanied by an updated projection of the estimated value of work programmed in each month for the remainder of the Contract.

33.4.10 Data for preparation of factual network

The Contractor shall maintain adequate records of its progress in a format agreed with the Administrator. The records may be examined by the Administrator at any time and, if the records are agreed to be accurate, signed by both the Contractor and the Administrator as a true record of the Contractor's performance.

33.5 Acceleration

- a) Where the Contractor is entitled to an extension of time to the Date for Practical Completion under Clause 35.5, the Administrator may, instead of granting a reasonable extension of time under Clause 35.5, direct the Contractor in writing to accelerate the performance of the Work Under the Contract so as to overcome the whole or part of the delay which gave rise to the entitlement to an extension of time and the Contractor shall comply with that direction.
- b) If the Administrator directs the Contractor under this Clause 33.5 to accelerate the performance of the Work Under the Contract so as to overcome the whole of the delay in question, the Contractor shall no longer be entitled to any extension of time for that delay.

- c) If the Administrator directs the Contractor under this Clause 33.5 to accelerate the performance of the Work Under the Contract so as to overcome part only of the delay in question, the Contractor shall no longer be entitled to any extension of time for that part of the delay, but the Administrator shall grant a reasonable extension of time under Clause 35.5 for the balance of the delay.
- d) No direction by the Administrator shall constitute, or be regarded as, a direction under this Clause 33.5 unless it is in writing and expressly states that it is a direction under Clause 33.5.
- e) If compliance with a direction to accelerate given under Clause 33.5 causes the Contractor to incur more or less cost than otherwise would have been incurred had the Contractor not been given the direction, the difference shall be valued under Clause 40.5.
- f) The Principal may prior to giving a direction under this Clause 33.5, provide a written notice of a proposed variation and in that case:
 - i. the Contractor shall advise the Administrator whether the proposed variation can be effected and if the variation can be effected, the Contractor shall:
 - a) advise the Administrator of the effect which the Contractor anticipates that the variation will have on the Construction Program and time for Practical Completion
 - b) provide an estimate of the cost (including delay costs, if any) of the proposed variation
 - ii. if the Contractor incurs additional costs in complying with the requirements of Clause 33.5(f), a valuation shall be made under Clause 40.5.

34 Suspension of the Works

34.1 Suspension by Administrator

If the Administrator considers in its absolute discretion that the suspension of the whole or part of the Work Under the Contract is necessary:

- a) because of an act or omission of:
 - i. the Principal, the Administrator or an employee, consultant or agent of the Principal
 - ii. the Contractor, a Subcontractor or an employee or agent of either
- b) for the protection or safety of any person or property
- c) to comply with an order of a Court,

the Administrator shall direct the Contractor to suspend the progress of the whole or part of the Work Under the Contract for such time as the Administrator thinks fit.

34.2 Suspension by Contractor

If the Contractor wishes to suspend the whole or part of the Work Under the Contract, otherwise than under Clause 44.9, the Contractor shall obtain the prior written approval of the Administrator. The Administrator may approve of the suspension and may impose conditions of approval or reject the suspension in the Principal's absolute discretion.

34.3 *Recommendation of work*

- a) As soon as the Administrator becomes aware that the reason for any suspension no longer exists, the Administrator shall direct the Contractor to recommence work on the whole or on the relevant part of the Work Under the Contract.
- b) If work is suspended pursuant to Clause 34.2 or 44.9, the Contractor may recommence work at any time after reasonable advance notice to the Administrator.

34.4 *Cost of suspension*

Any cost incurred by the Contractor by reason of a suspension under Clause 34.1 or Clause 34.2 shall be borne by the Contractor, but if the suspension is due to an act or omission of the Principal, the Administrator or an employee, consultant or agent of the Principal, and the suspension causes the Contractor to incur more or less cost than otherwise would have been incurred but for the suspension, the difference shall be valued under Clause 40.5.

34.5 *Effect of suspension*

Suspension shall not affect the Date for Practical Completion, but the cause of suspension may be a ground for extension of time under Clause 35.5.

35 *Times for commencement and Practical Completion*

35.1 *Time for commencement of work on the Site*

- a) The Contractor shall give the Administrator five Business Days' notice of the date upon which the Contractor proposes to commence work on the Site.
- b) The Administrator may reduce the period of notice required.
- c) The Contractor shall commence work on the Site within 10 Business Days after the Principal has given the Contractor possession of sufficient of the Site to enable the Contractor to commence work.
- d) The Administrator may extend the time for commencement of work on the Site.

35.2 *Date / time for Practical Completion*

- a) The Contractor shall execute the Work Under the Contract to Practical Completion by the Date for Practical Completion.
- b) Upon the Date of Practical Completion, the Contractor shall give possession of the Site and the Works to the Principal.
- c) The Contractor may, if it chooses, accelerate progress at its own cost and reach Practical Completion before the Date for Practical Completion, but if it does choose to accelerate, then:
 - i. neither the Principal, the Administrator, nor any other person for whom the Principal is responsible, will be obliged to do or refrain from doing anything to enable the Contractor to reach Practical Completion before the Date for Practical Completion
 - ii. the time for performance of the Principal's and the Administrator's obligations shall not be affected by the Contractor's decision to accelerate.

35.3 *Separable Portions*

- a) The interpretations of:
 - i. Date for Practical Completion
 - ii. Date of Practical Completion
 - iii. Practical Completion,and Clauses 5.8, 16, 35, 37, 38, 42.3 and 42.5 shall apply separately to each Separable Portion as identified in Item 37A and references therein to the Works and to Work Under the Contract shall mean so much of the Works and the Work Under the Contract as is comprised in the relevant Separable Portion.
- b) If the Contract does not make provision for the amount of security, Retention Moneys, liquidated damages or bonus applicable to a Separable Portion, the respective amounts applicable shall be such proportion of the security, Retention Moneys, liquidated damages or bonus applicable to the whole of the Work Under the Contract as the value of the Separable Portion bears to the value of the whole of the Work Under the Contract.

35.4 *Use of partly completed Works*

- a) If a part of the Works has reached a stage equivalent to that of Practical Completion, but another part of the Works has not reached such a stage and the parties cannot agree upon the creation of Separable Portions, the Administrator may, in its absolute discretion, determine that the respective parts shall be Separable Portions.
- b) In using the Separable Portion that has reached Practical Completion, the Principal shall not hinder the Contractor in the performance of the Work Under the Contract.

35.5 *Extension of time for Practical Completion*

- a) Within 10 Business Days of it becoming evident to the Contractor that anything, including an act or omission of the Principal, the Administrator or the Principal's employees, consultants, other Contractors or agents, may delay the Work Under the Contract, the Contractor shall notify the Administrator in writing with details of the possible delay and the cause. The notice shall be endorsed 'Contractor's Notice of Possible Delay Under Clause 35.5'.
- b) Within 10 Business Days of it becoming evident to the Principal that anything which the Principal is obliged to do or provide under the Contract may be delayed, the Principal shall give notice to the Administrator who shall within a further three Business Days notify the Contractor in writing of the extent of the likely delay.
- c) If the Contractor is, or will be delayed in, reaching Practical Completion by a cause described in Clause 35.5(d) and within 20 Business Days after the commencement of that cause the Contractor gives the Administrator a written Claim for an extension of time for Practical Completion endorsed 'Contractor's Extension of Time Claim Under Clause 35.5' and setting out the facts on which the Claim is based supported by a compliant Current Program submitted in accordance with the requirements of Clause 33.4, the Contractor shall be entitled to an extension of time for Practical Completion.
- d) The causes are:

- i. events occurring on or before the Date for Practical Completion which are beyond the reasonable control of the Contractor, including:
 - a) Industrial Matters
 - b) inclement weather,but not including a delay, breach, act or omission by any Subcontractor or any of the Contractor's employees
- ii. any of the following events whether occurring before, on or after the Date for Practical Completion:
 - a) delays caused by:
 - i. the Principal
 - ii. the Administrator
 - iii. the Principal's employees, consultants, other Contractors or agents
 - b) actual quantities of work in the Schedule of Rates being greater than the quantities determined by reference to the upper limit of accuracy stated in Item 44C (otherwise than by reason of a variation directed under Clause 40)
 - c) Latent Conditions
 - d) variations directed under Clause 40
 - e) repudiation or abandonment by a Nominated Subcontractor
 - f) changes in a Legislative Requirement (which occurs after the Date of Acceptance of Tender and could not have been anticipated by an experienced and competent Contractor)
 - g) directions by any Authority, but not where the direction arose from the failure of the Contractor to comply with a legislative requirement
 - h) delays by any Authority not caused by the Contractor
 - i) delays arising as a result of the Contractor's compliance with Clause 27.7.2
 - j) Claims referred to in Clause 17.1(b)(iv)
 - k) any breach of the Contract by the Principal
 - l) any other cause which is expressly stated in the Contract to be a cause for extension of time for Practical Completion.
- e) Where more than one event causes overlapping delays and the cause of at least one of those events, but not all of them, is not a cause referred to in Clause 35.5(d), then to the extent that the delays overlap, the Contractor shall not be entitled to an extension of time for Practical Completion.
- f) In determining whether the Contractor is, or will be, delayed in reaching Practical Completion regard shall not be had to:
 - i. whether the Contractor can reach Practical Completion by the Date for Practical Completion without an extension of time

- ii. whether the Contractor can, by committing extra resources or incurring extra expenditure, make up the time lost.
- g) With any Claim for an extension of time for Practical Completion, or as soon as practicable thereafter but not more than 20 Business Days, the Contractor shall give the Administrator written notice of the number of days' extension claimed.
- h) The Contractor shall not be entitled to an extension of time for any delay in respect of which the Contractor has failed to comply strictly with the requirements of Clause 35.5(c).
- i) 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 claimed, grant a reasonable extension of time. If within the 20 Business Days, the Administrator does not grant the full extension of time claimed, the Administrator shall, before the expiration of the 20 Business Days, give the Contractor notice in writing of the reason.
- j) In determining a reasonable extension of time for an event causing delay, the Administrator shall have regard to whether the Contractor has taken all reasonable steps to preclude the occurrence of the cause and minimise the consequences of the delay.
- k) Notwithstanding that the Contractor is not entitled to, or has not claimed an extension of time, the Administrator may, in its absolute discretion and without being under any obligation to do so, at any time and from time to time before the issue of the Final Certificate, by notice in writing to the Contractor, extend the time for Practical Completion for any reason.
- l) Neither a delay caused by any one or more of the causes mentioned in Clauses 35.5(d)(ii)(a), 35.5(d)(ii)(d) or 35.5(d)(ii)(k), nor a failure by the Administrator to grant an extension of time or a reasonable extension of time under this Clause 35.5, or to do so within the time stated in this Clause 35.5, nor the giving of a direction to accelerate under Clause 35.5, shall:
 - i. set the Date for Practical Completion at large, or
 - ii. render Clause 35.6 unenforceable,

and the legal principle known as the 'prevention principle' shall not apply where there has been such a delay or failure, but nothing in this Clause 35.5(l) shall prejudice any right of the Contractor to damages for breach of Contract.

35.6 Liquidated damages for delay in reaching Practical Completion

- a) If the Contractor fails to reach Practical Completion by the Date for Practical Completion, the Contractor shall be indebted to the Principal for liquidated damages at the rate stated in Item 38A for every Day after the Date for Practical Completion to, and including, the Date of Practical Completion or the date that the Contract is terminated under Clause 44, whichever occurs first.
- b) If after the Contractor has paid, or the Principal has deducted liquidated damages, the time for Practical Completion is extended, the Principal shall forthwith repay to the Contractor any liquidated damages paid or deducted in respect of the period up to and including the new Date for Practical Completion.

36 Delay costs

- a) 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) Nothing in Clause 36 shall:
 - i. oblige the Principal to pay extra costs for delay which have already been included in the value of a variation or any other payment under the Contract, or
 - ii. limit the Principal's liability for damages for breach of the Contract.

37 Defects liability

- a) The Defects Liability Period stated in Item 37A or 39A shall commence on the Date of Practical Completion. Where no period is stated in Item 37A or 39A, the Defects Liability Period shall be 90 days.
- b) As soon as possible after the Date of Practical Completion, the Contractor shall rectify any defects or omissions in the Work Under the Contract existing at Practical Completion.
- c) At any time prior to 10 Business Days after the expiration of the Defects Liability Period, the Administrator may direct the Contractor to rectify any omission or defect in the Work Under the Contract existing at the Date of Practical Completion or which becomes apparent prior to the expiration of the Defects Liability Period. The direction shall identify the omission or defect and state a date by which the Contractor shall complete the work of rectification and may state a date by which the work of rectification shall commence. The direction may provide that in respect of the work of rectification there shall be a separate Defects Liability Period of a stated duration not exceeding the period stated in Item 37A or 39A. The separate Defects Liability Period shall commence on the date the Contractor completes the work of rectification. Clause 37 shall apply in respect of the work of rectification and the Defects Liability Period for that work of rectification work.
- d) If the work of rectification is not commenced or completed by the stated dates, the Principal may have the work of rectification carried out at the Contractor's expense, but without prejudice to any other rights that the Principal may have against the Contractor with respect to such omission or defect and the cost of the work of rectification incurred by the Principal shall be a debt due from the Contractor.
- e) If it is necessary for the Contractor to carry out work of rectification, the Contractor shall do so at times and in a manner which cause as little inconvenience to the occupants or users of the Works as is reasonably possible.

38 Cleaning up

- a) The Contractor shall keep the Site and the work clean and tidy. The Contractor shall regularly remove rubbish and surplus material.

- b) Within 10 Business Days after the Date of Practical Completion, the Contractor shall remove Temporary Works and Constructional Plant.
- c) The Administrator may extend the time for removal of Temporary Works or Constructional Plant necessary to enable the Contractor to perform remaining obligations.
- d) Notwithstanding the provisions of Clause 44, if the Contractor fails to comply with any obligation imposed on the Contractor by Clause 38, the Administrator may, after the Administrator has given reasonable notice in writing to the Contractor, have the work of cleaning and tidying up carried out by other persons and the reasonable cost incurred by the Principal in having the work so carried out may be recovered by the Principal as a debt due from the Contractor to the Principal. The rights given by this Clause 38(d) are in addition to any other right.

39 Urgent protection

- a) If urgent action is necessary to protect the Work Under the Contract, other property or people and the Contractor fails to take the action, the Principal may, in its absolute discretion, take the necessary action. If the action was action which the Contractor should have taken at the Contractor's cost, the cost incurred by the Principal shall be a debt due from the Contractor.
- b) If time permits, the Administrator shall give the Contractor prior written notice of the Principal's intention to take action under Clause 39.

40 Variations

40.1 Authority to vary the work

- a) The Administrator may, in its absolute discretion, direct the Contractor to:
 - i. increase, decrease or omit any part of the Work Under the Contract
 - ii. change the character or quality of any material or work
 - iii. change the levels, lines, positions or dimensions of any part of the Work Under the Contract
 - iv. execute additional work, and/or
 - v. demolish or remove material or work no longer required by the Principal.
- b) The Contractor shall not vary the Work Under the Contract, except as directed by the Administrator or approved in writing by the Administrator under Clause 40.
- c) The Contractor is bound only to execute a variation which is within the general scope of the Contract.
- d) The Contractor shall not be bound to execute a variation directed after Practical Completion unless the variation is in respect of rectification work referred to in Clause 37.
- e) Despite any provision of this Contract to the contrary no variation shall invalidate or amount to a repudiation of this Contract.
- f) For the avoidance of doubt, the Principal shall be entitled to have any omitted work carried out by other contractors.

40.2 Contractor's obligations concerning proposed variations

- a) Upon receipt of a notice in writing from the Administrator advising the Contractor of a proposed variation under Clause 40, the Contractor shall advise the Administrator whether the proposed variation can be effected. If the variation can be effected, the Contractor shall within a reasonable timeframe but not more than 5 Business Days:
 - i. advise the Administrator of the effect which the Contractor anticipates that the variation will have on the Construction Program and time for Practical Completion, and
 - ii. provide a realistic estimate of the cost (including delay costs, if any) of the proposed variation.
 - iii. provide supporting document to substantiate the estimated cost and time impacts including an updated Current Program clearly showing the time impacts of the proposed variations, supplier quotations, measurements and any other relevant evidence of costs.
- b) If the Contractor incurs additional costs in complying with the requirements of Clause 40.2, a valuation shall be made under Clause 40.5.

40.3 Direction to proceed with proposed variations

- a) The Contractor and the Administrator shall make reasonable endeavours to agree on the cost and time impacts before the Administrator gives a direction to proceed with the variation.
- b) If the Administrator and the Contractor fail to agree upon the price for a variation, the variation directed or approved by the Administrator under Clause 40.1 shall be valued under Clause 40.5 a) ii to iv.
- c) The Administrator shall give a direction to the Contractor on whether to proceed with the variation within 5 Business Days of providing a realistic estimate of the cost. The direction shall include details of the agreed cost and time impacts, or failing agreement, the Administrator's valuation and assessment of the time impacts.
- d) The Contractor shall proceed with the variation as directed even if agreement on the time and cost impacts has not been reached or the Contractor does not agree with the Administrator's valuation or assessment.
- e) If the Contractor does not agree with the Administrator's valuation or assessment, the Contractor may issue a Notice of Dispute under Clause 47.1 while continuing to proceed with the directed variation.

40.4 Variations for the convenience of the Contractor

- a) If the Contractor requests the Administrator to approve a variation for the convenience of the Contractor, the Administrator may, in its absolute discretion, do so in writing. The approval may be conditional.
- b) Unless the Administrator otherwise directs in the notice approving the variation, the Contractor shall not be entitled to:
 - i. an extension of time for Practical Completion, or
 - ii. extra payment,

in respect of the variation or anything arising out of the variation which would not have arisen had the variation not been approved.

- c) The Administrator shall not be obliged to approve a variation for the convenience of the Contractor.

40.5 Valuation

- a) Where the Contract provides that a valuation shall be made under Clause 40.5, the Principal shall pay or allow the Contractor or the Contractor shall pay or allow the Principal as the case may require, an amount ascertained by the Administrator as follows:
 - i. prior agreement between the Contractor and the Administrator
 - ii. if Clause 40.5(a)(i) does not apply and the Contract prescribes specific rates or prices to be applied in determining the value, those rates or prices shall be used
 - iii. if Clause 40.5(a)(i) or 40.5(a)(ii) do not apply, the rates or prices in a Schedule of Prices or Schedule of Rates shall be used to the extent that it is reasonable to use them
 - iv. to the extent that neither Clause 40.5(a)(i) to 40.5(a)(iii) applies, reasonable rates or prices which are exclusive of GST shall be used in any valuation made by the Administrator.
- b) Notwithstanding Clause 40.5(a), the following principles apply to the valuation of variations:
 - i. in determining the deduction to be made for work which is taken out of the Contract, the deducted amount shall comprise the direct job costs, overheads and profit associated with the deducted component of the work, the amount of overheads to be deducted may be adjusted in favour of the Contractor if the Contractor can demonstrate that notwithstanding the deduction of the work, it has still incurred some or all of the overheads. In the case of a Schedule of Rates, Clause 3.6 of the Commercial Framework shall be taken into consideration with the limit of accuracy. In all cases, the Contractor shall not be entitled to any profit if the whole Item of work has been deducted.

The percentages used for assessing the overheads and profit deductions shall be ascertained as follows:

- 1 by agreement between the Contractor and the Administrator
- 2 failing agreement under Clause 40.5(b)(i)(1) the percentages for profit, onsite overheads and offsite overheads stated in Item 40A may be used in determining the reasonable amount of such profit and overheads to be allowed or disallowed, as the case may be, in the cost of a variation or value of reduced quantities treated as a variation
- ii. if the valuation is of an increase or decrease in a fee or charge or is a new fee or charge by an Authority under Clause 14.2(b), the value shall be the actual increase or decrease or the actual amount of the new fee or charge without regard to overheads or profit
- iii. if the valuation relates to extra costs incurred by the Contractor for disruption, the valuation of the extra costs 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

- iv. if Clause 11 applies, the percentage referred to in Clause 11 shall be used for valuing the Contractor's profit and attendance
 - v. Daywork shall be valued in accordance with Clause 41
 - vi. in respect of Clauses 40.5(b)(i) to (v), the percentages for profit, onsite overheads and/or offsite overheads stated in Item 40A, as the case may be, may be utilised in determining the reasonable amount of such profit and overheads to be allowed or disallowed, as the case may be, in the cost of a variation
 - vii. where applicable, the amount of GST in respect of the relevant supply or part being valued shall be added in accordance with Clause 42.11.
- c) When under Clause 40.3, the Administrator directs the Contractor to support a variation with measurements and other evidence of cost, the Administrator shall allow the Contractor the reasonable cost of preparing the measurements or other evidence of cost that has been incurred over and above the reasonable overhead cost.

41 Daywork

- a) The Administrator may, in its absolute discretion, direct that quantities greater than those determined by reference to the upper limit of accuracy referred to in Item 44C or variations directed by the Administrator under Clause 40.1 shall be carried out as Daywork. The Contractor shall thereafter each day record particulars of all resources used by the Contractor for the execution of the Daywork and each day furnish to the Administrator the particulars and copies of time sheets, wages sheets, invoices, receipts and Other Documents evidencing the cost of the Daywork. The Administrator may direct the manner in which matters are to be recorded.
- b) In determining the value of Daywork regard shall be had to the rates and prices in the Daywork Schedules contained in the Tender. To the extent that the Daywork Schedules do not apply:
 - i. the amount of wages and allowances paid or payable by the Contractor at the rates obtaining on the Site at the time as established by the Contractor to the satisfaction of the Administrator or at such other rates as may be approved by the Administrator in its absolute discretion
 - ii. the amount paid or payable by the Contractor in accordance with any statute or award applicable to day labour additional to the wages paid or payable under Clause 41(b)(i)
 - iii. the amount of hire charges in respect of Constructional Plant approved by the Administrator for use on the work in accordance with such hiring rates and conditions as may be agreed between the Administrator and the Contractor or, in the absence of agreement, in accordance with such rates and conditions as may be determined by the Administrator in its absolute discretion
 - iv. the amounts paid for services, subcontracts and professional fees
 - v. the actual cost to the Contractor of all materials supplied and required for the work
 - vi. the charge stated in Item 40A or, if no charge is stated, a charge agreed between the Administrator and the Contractor to cover offsite overheads, administrative costs,

establishment costs, attendance and profit, or, in the absence of agreement, a reasonable charge determined by the Administrator.

- c) Amounts payable for Daywork shall not be subject to adjustment for rise and fall in costs notwithstanding that the Contract may provide for adjustment for rise and fall in costs.

42 Certificates and payments

42.1 *Payment Claims, certificates, calculations and time for payment*

42.1.1 Payment Claims

- a) At the times for payment Claims stated in Item 41A, upon issue of a Certificate of Practical Completion and within the time prescribed by Clause 42.7, the Contractor may deliver to the Administrator a payment Claim. For the avoidance of doubt, a reference date under the *Payments Act* shall not arise during the period following the end of the month in which Practical Completion is reached until the time for making the Final Payment Claim under Clause 42.7
- b) The payment Claim shall:
 - i. be supported by evidence of the amount due to the Contractor, including a breakdown of the value of Work Under the Contract executed:
 - a) since the commencement of the Contract
 - b) since the previous payment Claim was made
 - ii. include Conformance Report in relation to the Work Under the Contract the subject of the payment Claim
 - iii. enclose a copy of a completed Form C7901 or Form C7902 to evidence compliance to the provisions of Clause 4.4, as if a Form C7901 or C7902 has not been completed pursuant to Clause 4.4, evidence that the Contractor has taken all reasonable steps to comply with Clause 4.4
 - iv. enclose evidence of compliance with Clause 33.2 (if applicable), Clause 33.3 and Clause 33.4
 - v. enclose a completed statutory declaration in accordance with Clause 43, and
 - vi. include a supporting statement in accordance with the Payments Act (for guidance, supporting statement template is available at <https://www.qbcc.qld.gov.au/protecting-your-payment-rights/supporting-statement>).
- c) A payment Claim shall include the value of work carried out by the Contractor in the performance of the Contract to that time together with all amounts then due to the Contractor arising out of or in connection with the Contract or for any alleged breach of the Contract. Each component of the Claim shall be assessed to determine if GST applies in accordance with Clause 42.11.
- d) If the time for any payment Claim under Clause 42.1.1(a) falls on a day which is not a Business Day, the Contractor shall submit the Claim on the next Business Day.

42.1.2 Payment certificate

- a) Within 10 Business Days after receipt of a payment Claim, the Administrator shall issue to the Principal and to the Contractor a payment certificate setting out:
 - i. the amount of the payment which, in the opinion of the Administrator, is to be made by the Principal to the Contractor or by the Contractor to the Principal
 - ii. the calculations employed to arrive at the amount and, if the amount is more or less than the amount claimed by the Contractor, the reasons for the difference.
- b) The Administrator may allow in any payment certificate issued pursuant to this Clause 42.1 or any Final Certificate issued pursuant to Clause 42.8 or a Certificate issued pursuant to Clause 44.6, amounts paid under the Contract and amounts otherwise due from the Principal to the Contractor and/or due from the Contractor to the Principal arising out of or in connection with the Contract, including any amount due or to be credited under any provision of the Contract, but the Administrator shall not be required to include in any such certificate and the Principal shall not be obliged to pay for any work for which a Conformance Report has not been provided to the Administrator unless Indicative Conformance applies.
- c) In instances where Indicative Conformance applies, where the Conformance Report has not been submitted due only to the normal delays involved in processing, testing, analysis and reporting, the Contractor may include that completed work for the Conformance Report will be submitted in the following month. In this case, the Contractor shall submit with its payment Claim, a statement which lists the relevant completed work and certifies that the Conformance Report will be presented to the Administrator no later than the end of the calendar month following the month of the relevant payment Claim.
- d) If the Contractor fails to deliver a payment Claim under Clause 42.1, the Administrator may, nevertheless, issue a payment certificate.
- e) Within two Business Days of the issue of the payment certificate by the Administrator, the Contractor shall issue to the Principal or the Principal shall issue to the Contractor, as the case may be, a tax invoice complying with the GST Legislation in respect of the relevant Supply.

42.1.3 Payment

- a) Subject to the provisions of the Contract, within 20 Business Days after receipt by the Administrator of a payment Claim in accordance with Clause 42.1.1, provided that the requirements of Clause 42.1.2(e) have been met, the Principal shall pay to the Contractor or the Contractor shall pay to the Principal, as the case may be, an amount not less than the amount shown in the payment certificate as due to the Contractor or to the Principal as the case may be or if no payment certificate has been issued, the Principal shall pay the amount of the Contractor's Claim.
- b) A payment made pursuant to this Clause 42.1.3 shall not prejudice the right of either party to dispute under Clause 47 whether the amount so paid is the amount properly due and payable and on determination (whether under Clause 47 or as otherwise agreed) of the amount so properly due and payable, the Principal or Contractor, as the case may be, shall be liable to pay the difference between the amount of such payment and the amount so properly due and payable.

- c) Payment of moneys shall not be evidence of the value of work or an admission of liability or evidence that work has been executed satisfactorily but shall be a payment on account only, except as provided by Clause 42.8.
- d) Upon payment to the Contractor of the amount which includes the value of the Item, the Item shall be the property of the Principal free of any lien or charge.
- e) Except as provided in the Contract, the Principal shall not be obliged to pay for any Item of unfixed plant and materials which is not incorporated in the Works.
- f) If any work for which payment has been made is found not to be in accordance with the Contract, the Administrator may take this into account in valuing any future certificate.

42.2 Correction of payment certificates

- a) At any time and from time to time, the Administrator may by a further certificate correct any error which has been discovered in any previous certificate other than a Certificate of Practical Completion or Final Certificate.
- b) Any correction must also correct the amount of GST in accordance with the GST Legislation.

42.3 Retention Moneys

The Principal may deduct Retention Moneys from moneys otherwise due to the Contractor as stated in Item 41B.

42.4 Unfixed materials, plant and equipment

The alternative applying for unfixed plant and materials is given in Item 41C.

Alternative 1

- a) Notwithstanding Clause 42.1, the Contractor may not claim payment for, and the Principal is not obliged to pay for, any unfixed materials, plant or equipment that have not been incorporated in the Works unless:
 - i. the materials, plant or equipment:
 - a) have been manufactured solely for the purpose of incorporation in the Works and have not been manufactured before the date required by the Contract, and
 - b) are of the type stated in Item 41D(a), and
 - c) are properly stored either on the Site or at a suitable location off site (as determined by the Administrator), clearly marked the property of the Department of Transport and Main Roads and adequately protected and insured, and
 - d) have been paid for in full by the Contractor and are the unencumbered property of the Contractor and proof of such payment and ownership is provided to the satisfaction of the Administrator, and
 - e) the Contractor provides additional security in one of the forms provided by Clause 5.4 in an amount equal to the payment claimed for the materials, plant or equipment.
 - b) If pursuant to a payment certificate issued under Clause 42.1, the Principal pays the Contractor an amount which includes the value of any unfixed materials, plant or equipment that have not been incorporated in the Works, the materials, plant or equipment will become

the property of the Principal, free of any lien, charge or any other encumbrance, at the time the payment is made.

Alternative 2

The Contractor shall not be entitled to payment for materials, plant or equipment not incorporated in the Works.

42.5 Certificate of Practical Completion

- a) The Contractor shall give the Administrator at least 10 Business Days' notice of the date upon which the Contractor anticipates that Practical Completion will be reached.
- b) When the Contractor is of the opinion that Practical Completion has been reached, the Contractor shall, in writing, request the Administrator to issue a Certificate of Practical Completion. Within 10 Business Days of the receipt of the request, the Administrator shall give to the Contractor and to the Principal a Certificate of Practical Completion certifying the Date of Practical Completion or give the Contractor in writing the reasons for not issuing the Certificate.
- c) When the Administrator is of the opinion that Practical Completion has been reached, the Administrator may issue a Certificate of Practical Completion whether or not the Contractor has made a request for its issue.
- d) Within two months of Practical Completion, the Contractor shall hand over to the Administrator copies of all investigation reports undertaken by the Contractor or its agents, in connection with the Contract.

42.6 Effect of certificates

The issue of a payment certificate or a Certificate of Practical Completion shall not constitute approval of any work or other matter, nor shall it prejudice any Claim by the Principal or the Contractor.

42.7 Contractor's final payment Claim

- a) Within 20 Business Days after the expiration of the Defects Liability Period, or where there is more than one, the last to expire, the Contractor shall lodge with the Administrator a final payment Claim and endorse it 'final payment Claim'.
- b) The Contractor shall include in that Claim all moneys which the Contractor considers to be due from the Principal under or arising out of the Contract or any alleged breach thereof.
- c) After the expiration of the period for lodging a final payment Claim, any Claim which the Contractor could have made against the Principal and has not been made shall be barred.

42.8 Final Certificate

- a) Within 10 Business Days after receipt of the Contractor's final payment Claim or, where the Contractor fails to lodge such Claim, the expiration of the period specified in Clause 42.7 for the lodgement of the final payment Claim by the Contractor, the Administrator shall issue to the Contractor and to the Principal a final payment certificate endorsed 'Final Certificate', but the Administrator shall not be obliged to issue the Final Certificate until the Contractor has fulfilled all of its obligations under the Contract. In the final payment certificate, the Administrator shall certify the amount which in the Administrators opinion is finally due from

the Principal to the Contractor or from the Contractor to the Principal under or arising out of the Contract or any alleged breach thereof.

- b) Unless either party, either before the Final Certificate has been issued or not later than 10 Business Days after the issue thereof, serves a notice of dispute under Clause 47, the Final Certificate shall be evidence in any proceedings of whatsoever nature and whether under the Contract or otherwise between the parties arising out of the Contract, that the Works have been completed in accordance with the terms of the Contract and that any necessary effect has been given to all the terms of the Contract which require additions or deductions to be made to the Contract Sum, except in the case of:
 - i. fraud, dishonesty or fraudulent concealment relating to the Works or any part thereof or to any matter dealt with in the said Certificate
 - ii. any defect (including omission) in the Works or any part thereof which was not apparent at the end of the Defects Liability Period or which would not have been disclosed upon reasonable inspection at the time of the issue of the Final Certificate, or
 - iii. any accidental or erroneous inclusion or exclusion of any work, plant, materials or figures in any computation or any arithmetical error in any computation.

42.9 Interest on overdue payments

If any moneys due to either party remain unpaid after the date upon which or the expiration of the period within which they should have been paid then interest shall be payable thereon from, but excluding the date upon which or the expiration of the period within which they should have been paid to, and including, the date upon which the moneys are paid. The rate of interest shall be the rate stated in Item 41E. Interest shall be compounded at six monthly intervals.

42.10 Set offs by the Principal

- a) Without limiting the Principal's rights under any other provision of the Contract and notwithstanding the provisions of Clauses 42.1 and 42.8 or the issue of any certificate by the Administrator under those Clauses, the Principal may deduct from any moneys due to the Contractor any debt due from the Contractor to the Principal and any Claim which the Principal may have against the Contractor:
 - i. whether or not the debt or Claim arises by way of damages, debt, restitution or otherwise, and
 - ii. whether or not the factual basis giving rise to the debt or Claim arises out of this Contract, any other Contract or is independent of any Contract.
- b) If the moneys payable to the Contractor are insufficient to discharge the debt or Claim, the Principal may have recourse to:
 - i. Retention Moneys, and
 - ii. if Retention Moneys are insufficient, security provided under Clause 5.2, and
 - iii. subject to Clause 5.1, if the Primary Security provided under Clause 5.2 is insufficient to the Subcontractor Payment Security provided under Clause 5.2.

- c) Nothing in this Clause 42.10 shall affect the right of the Principal to recover from the Contractor the whole of the debt or Claim or any balance that remains owing. This Clause 42.10 shall survive the termination of the Contract.

42.11 Goods and Services Tax

42.11.1 Interpretation

Where applicable, terms used in this Clause 42.11 have the meaning given in the GST Legislation.

42.11.2 Consideration is Goods and Services Tax exclusive

- a) Unless otherwise stated, any consideration to be paid or provided under this Contract does not include an amount on account of GST.
- b) The Contractor shall be responsible (in the first instance) for determining if GST applies in accordance with the GST Legislation.
- c) The parties agree to exchange such information as is reasonably necessary to enable each party to accurately assess its rights and obligations under the GST Legislation.

42.11.3 Gross up of consideration

To the extent that a party (Supplier) makes a Supply under or in connection with this Contract on which GST is imposed (not being a Supply the consideration for which is specifically described in this Contract as GST inclusive):

- a) the consideration payable or to be provided for that Supply under this Contract, but for the application of this clause (GST exclusive consideration) is increased by, and the recipient of the Supply (Recipient) shall also pay to the Supplier, an amount equal to the GST payable on the Supply (GST amount)
- b) subject to Clause 42.11.3(c) the GST amount shall be paid to the Supplier by the Recipient without set off, deduction or requirement for demand, at the same time as the GST exclusive consideration is payable or to be paid, and
- c) the Recipient need not pay the GST amount in respect of a taxable Supply made under or in connection with this Contract until the Supplier has given the Recipient a tax invoice in respect of that taxable Supply.

42.11.4 Reimbursements and indemnity payments

If either party is entitled under this Contract to be reimbursed or indemnified by the other party for a cost or expense incurred in connection with this Contract, the reimbursement or indemnity amount will be reduced by the amount of any input tax credit that can be claimed by the party entitled to be reimbursed or indemnified, or by its Representative member (as the case may be).

42.11.5 Adjustments

If, as a result of:

- a) an adjustment event
- b) any amendment to the GST Legislation
- c) the issue of a ruling or advice by the Commissioner of Taxation in relation to this Contract or a Supply made under or in connection with this Contract, or

- d) a decision of any tribunal or Court in relation to this Contract or a supply made under or in connection with this Contract,

the GST amount differs from the amount of GST paid or payable by the Supplier to the Commissioner of Taxation in respect of a Supply under this Contract, then:

- e) the Supplier shall issue an adjustment note to the Recipient that complies with the requirements of the GST Legislation within five Business Days of the relevant event occurring or, otherwise, as soon as it becomes aware of the relevant event, and
- f) any difference shall be paid by or refunded to the Recipient (as the case may be) within 10 Business Days of the adjustment note being issued by the Supplier.

43 Payment of workers and Subcontractors

- a) Upon entry into a subcontract the Contractor shall, in respect of that subcontract, establish a payment recording system for that Subcontractor set out in a format approved by the Principal.
- b) The recording system shall record all details of transactions with a Subcontractor including, at least, details of Claims for payment, payments made, retention and securities held in unconditional undertakings or any other form.
- c) The record of payment system shall be:
 - i. kept by the Contractor until the Final Certificate is issued by the Administrator
 - ii. provided to the Administrator for inspection and copying upon reasonable notice in writing.
- d) The Contractor shall deliver to the Administrator with each payment Claim, a statutory declaration, in the form of Form C7850, sworn by the Contractor, or where the Contractor is a Corporation, by a Representative of the Contractor who is in a position to know the facts attested to, stating that all Subcontractors have been paid in accordance with the requirements of the Payments Act to such Subcontractors up to the date of submission by the Contractor of a payment Claim in respect of the Work Under the Contract and that all its employees who at any time have been engaged on Work Under the Contract by the Contractor have been paid all moneys due and payable to them (including in accordance with any Best Practice Principles commitments in the Contractor's Tender) up to the date of submission by the Contractor of a payment Claim, in respect of their employment on the Work Under the Contract. The Administrator may also request reasonable supporting documentary evidence of those matters.
- e) Before the payment of any money to the Contractor by the Principal, the Administrator may also require the Contractor to deliver to the Administrator a statutory declaration, in the form of Form C7851, by any Subcontractor, or where the Subcontractor is a Corporation, by a representative of the Subcontractor who is in a position to know the facts attested to, stating that all Subcontractors of the Subcontractor have been paid in accordance with the requirements of the Payments Act to them up to the date of submission by the Contractor of a payment Claim in respect of the Work Under the Contract and that all employees who have been engaged by the Subcontractor have been paid all moneys due and payable to them (including in accordance with any Best Practice Principles commitments in the Subcontractor's tender) up to the date of submission by the Contractor of a payment Claim in respect of their

engagement on the Work Under the Contract. The Administrator may also request reasonable supporting documentary evidence of those matters.

- f) If the Contractor provides to the Administrator satisfactory proof of the maximum amount due and payable to workers and Subcontractors by the Contractor, the Principal shall not be entitled to withhold any amount in excess of the maximum amount.
- g) At the written request of the Contractor and out of moneys payable to the Contractor, the Principal may, on behalf of the Contractor, make payments directly to any worker or Subcontractor.
- h) If any worker or Subcontractor obtains a court order in respect of moneys referred to in Clause 43 and produces to the Principal the court order and a statutory declaration that it remains unpaid, the Principal may pay the amount of the order, and costs included in the order, to the worker or Subcontractor and the amount paid shall be a debt due from the Contractor to the Principal.
- i) After the making of a sequestration order or a winding up order in respect of the Contractor, the Principal shall not make any payment to a worker or Subcontractor without the concurrence of the official receiver or trustee of the estate of the bankrupt or the liquidator as the case may be.

43A *Payments Act*

- a) For the purposes of the *Payments Act*, the Administrator is authorised to receive payment Claims and issue payment schedules on behalf of the Principal.
- b) If a Claim is a payment Claim under the *Payments Act*, the corresponding payment certificate will be deemed to be a payment schedule for the purposes of the *Payments Act*.
- c) If an adjudicator makes a decision under the *Payments Act* with respect to a payment Claim which differs from the payment certificate in respect of that payment Claim, the Administrator shall promptly issue an amended payment certificate to adopt the decision of the adjudicator. Either party may dispute the amended payment certificate.
- d) The Contractor shall ensure that within one Business Day after any notice (other than a payment Claim or payment schedule) under the *Payments Act* is given or received by the Contractor or any Subcontractor, a copy of that notice is given to both the Administrator and the Principal.

43B *Subcontractors' Charges*

- a) Notwithstanding any other provision of this Contract, the Contractor shall:
 - i. immediately give the Principal notice if the Contractor has been required to supply information to a Subcontractor under Section 119 of the *Payments Act*, together with a copy of the information provided, and
 - ii. immediately notify the Principal if it becomes aware that a Subcontractor has claimed or intends to Claim a statutory Charge under Section 122 of the *Payments Act*.
- b) The Contractor shall indemnify the Principal against any Claims against, or costs, losses or damages (including lawyers' fees and expenses on a solicitor / client basis) suffered or incurred by the Principal arising out of, or in any way in, connection with:

- i. a Notice of Claim being served on the Principal under Section 122 of the *Payments Act*, and
 - ii. a failure by the Contractor to comply with its obligations under Clause 43B(a).
- c) If the Principal makes a payment into court or to a Subcontractor or other person as a result of receiving a Notice of Claim under the *Payments Act*, for the purposes of calculating the Contract Sum finally payable by the Principal to the Contractor, that payment will be treated as though it was a payment made by the Principal to the Contractor.

44 Default or insolvency

44.1 Preservation of other rights

If a party breaches or repudiates the Contract, nothing in this Clause 44 shall prejudice the right of the other party to recover damages or exercise any other right.

44.2 Default by the Contractor

- a) If the Contractor commits a substantial breach of Contract, and the Principal considers that damages may not be an adequate remedy, the Principal may, in its absolute discretion, give the Contractor a written notice to show cause.
- b) Substantial breaches include:
 - i. failing to lodge security in breach of Clause 5.2
 - ii. failing to lodge a deed of guarantee, undertaking and substitution, in breach of Clause 5.11
 - iii. failing to comply with requirements of Clause 8.6
 - iv. failing to comply in any respect with Clause 9.2
 - v. failing to comply with the requirements of Clause 14.5.2
 - vi. failing to comply with the requirements of Clause 14.6
 - vii. failing to comply with the requirements of Clause 14.10
 - viii. failing to comply with the requirements of Clause 14.12
 - ix. failing to rectify a non-conformance identified on three separate occasions in the safety auditing process under Clause 15.3
 - x. failing to provide evidence of insurance, in breach of Clause 21.1
 - xi. failing to comply with a direction of the Administrator under Clause 30.6 in breach of Clause 23
 - xii. repeatedly failing to ensure the Contractor or the Contractor's Representative is present on the Site in accordance with Clause 25
 - xiii. failing to comply with the requirements of Clause 29.2.2
 - xiv. failing to use the materials or standards of workmanship required by the Contract in breach of Clause 30.1
 - xv. failing to either establish, implement or maintain a Quality System in accordance with Clause 30.2

- xvi. suspension of work in breach of Clause 33.1
- xvii. failing to proceed with due expedition and without delay in breach of Clause 33.1
- xviii. failing to comply with the provisions of Clause 33.3.1
- xix. failing to deliver a statutory declaration or supporting documentary evidence in breach of Clause 43
- xx. failing to provide a supporting statement with a payment Claim required by the Payments Act
- xxi. providing a statutory declaration pursuant to Clause 43 which is false, misleading or deceptive in any respect
- xxii. providing a supporting statement required by the Payments Act which is false or misleading, and/or
- xxiii. any other breach identified by the Principal as a 'substantial breach'.

44.3 Requirements of a notice by the Principal to show cause

A notice under Clause 44.2 shall:

- a) state that it is a notice under Clause 44 of the General Conditions of Contract
- b) specify the alleged substantial breach
- c) require the Contractor to show cause, in writing, why the Principal should not exercise a right referred to in Clause 44.4
- d) specify the time and date by which the Contractor must show cause (which time shall not be less than five clear Business Days after the notice is given to the Contractor), and
- e) specify the place at which cause must be shown.

44.4 Rights of the Principal

- a) If the Contractor commits a substantial breach of Contract regardless of whether or not the Principal has served a notice under Clause 44.2, the Principal may, in its absolute discretion, by notice in writing to the Contractor:
 - i. take out of the hands of the Contractor the whole or part of the work remaining to be completed, or
 - ii. terminate the Contract.
- b) If the Contractor commits a substantial breach of Contract regardless of whether or not the Principal has served a notice under Clause 44.2, the Principal may, in its absolute discretion, suspend payments to the Contractor until:
 - i. the date upon which the Principal takes action under Clause 44.4(a)(i) or (ii).
- c) If the Principal exercises the right under Clause 44.4(a)(i), the Contractor shall not be entitled to any further payment in respect of the work taken out of the hands of the Contractor unless a payment becomes due to the Contractor under Clause 44.6.

44.5 Procedure when the Principal takes over work

- a) If the Principal takes work out of the hands of the Contractor under Clause 44.4(a)(i), the Principal shall complete that work and the Principal may, without payment of compensation, take possession of such of the Constructional Plant and other things on or in the vicinity of the Site as are owned by the Contractor and are reasonably required by the Principal to facilitate completion of the work.
- b) If the Principal takes possession of Constructional Plant or other things, the Principal shall maintain the Constructional Plant and, subject to Clause 44.6, on completion of the work, the Principal shall return to the Contractor the Constructional Plant and any things taken under this Clause 44.5 which are surplus.

44.6 Adjustment on completion of the work taken out of the hands of the Contractor

- a) When work taken out of the hands of the Contractor under Clause 44.4(a)(i) is completed, the Administrator shall ascertain the cost incurred by the Principal in completing the work and shall issue a certificate to the Principal and the Contractor certifying the amount of that cost.
- b) If the cost incurred by the Principal is greater than the amount which would have been paid to the Contractor if the work had been completed by the Contractor, the difference shall be a debt due from the Contractor to the Principal. If the cost incurred by the Principal is less than the amount that would have been paid to the Contractor if the work had been completed by the Contractor, the difference shall be a debt due to the Contractor from the Principal. The Principal shall keep records of the cost in a similar manner to that prescribed in Clause 41.
- c) If the Contractor is indebted to the Principal, the Principal may, in its absolute discretion, retain Constructional Plant or other things taken under Clause 44.5 until the debt is satisfied. If after reasonable notice, the Contractor fails to pay the debt, the Principal may sell the Constructional Plant or other things and apply the proceeds to the satisfaction of the debt and the costs of sale. Any excess shall be paid to the Contractor.

44.7 Default of the Principal

- a) If the Principal commits a substantial breach of Contract and the Contractor considers that damages may not be an adequate remedy, the Contractor may give the Principal a written notice to show cause.
- b) Substantial breaches include:
 - i. failing to make a payment in breach of Clause 42.1
 - ii. failure by the Administrator to either issue a Certificate of Practical Completion or give the Contractor, in writing, the reasons for not issuing the Certificate within 10 Business Days of receipt of a request by the Contractor to issue the Certificate in breach of Clause 42.5
 - iii. failing to produce evidence of insurance in breach of Clause 21.1, and/or
 - iv. failing to give the Contractor possession of sufficient of the Site, in breach of Clause 27.1, but only if the failure continues for longer than the period stated in Item 42A.

44.8 Requirements of a notice by the Contractor to show cause

A notice under Clause 44.7 shall:

- a) state that it is a notice under Clause 44 of the General Conditions of Contract

- b) specify the alleged substantial breach
- c) require the Principal to show cause in writing why the Contractor should not exercise a right referred to in Clause 44.9
- d) specify the time and date by which the Principal must show cause (which shall not be less than five clear Business Days after the notice is given to the Principal), and
- e) specify the place at which cause must be shown.

44.9 Rights of the Contractor

- a) If by the time specified in a notice under Clause 44.7, the Principal fails to show reasonable cause why the Contractor should not exercise a right referred to in Clause 44.9, the Contractor may, by notice in writing to the Principal, suspend the whole or any part of the Work Under the Contract.
- b) The Contractor shall lift the suspension if the Principal remedies the breach, but if within 20 Business Days after the date of suspension under Clause 44.9, the Principal fails to remedy the breach or, if the breach is not capable of remedy, fails to make other arrangements to the reasonable satisfaction of the Contractor, the Contractor may, by notice in writing to the Principal, terminate the Contract.
- c) The Contractor shall be entitled to recover from the Principal any damages incurred by the Contractor by reason of the suspension.

44.10 Rights of the parties on termination

If the Contract is terminated under Clause 44.4(a)(ii) or Clause 44.9, the rights and liabilities of the parties shall be the same as they would have been at common law had the defaulting party repudiated the Contract and the other party elected to treat the Contract as at an end and recover damages.

44.11 Insolvency

- a) If:
 - i. a party informs the other party in writing or creditors generally that the party is insolvent or is financially unable to proceed with the Contract
 - ii. execution is levied against a party by a creditor
 - iii. a party is an individual person or a partnership including an individual person and that person:
 - a) commits an act of bankruptcy
 - b) has a bankruptcy petition presented against the person or presents own petition
 - c) is made bankrupt
 - d) makes a proposal for a scheme of arrangement or a composition, or
 - e) has a deed of assignment or deed of arrangement made, accepts a composition, is required to present a debtor's petition, or has a sequestration order made, under Part X of the *Bankruptcy Act 1966* (Cth), or
 - iv. in relation to a party being a Corporation:

- a) notice is given of a meeting of creditors with a view to the Corporation entering a deed of company arrangement
- b) the party enters a deed of company arrangement with creditors
- c) a controller or Administrator is appointed
- d) an application is made to a court for the winding up of the party and not stayed within 10 Business Days
- e) a winding up order is made in respect of the party
- f) it resolves by special resolution that it be wound up voluntarily (other than for a members' voluntary winding-up)
- g) a mortgagee of any property of the party takes possession of that property, or
- h) a receiver or a receiver and manager is appointed in respect of any property or undertaking of the party,

then, where the other party is:

- v. the Principal — the Principal may, in its absolute discretion, without giving a notice to show cause, exercise the right under Clause 44.4(a)(i) or Clause 44.4(a)(ii), or
 - vi. the Contractor — the Contractor may, without giving a notice to show cause, exercise the right under Clause 44.9.
- b) The rights given by this Clause 44.11 are in addition to any other rights and may be exercised notwithstanding that there has been no breach of Contract.

45 Termination by frustration

If, under the law governing the Contract, the Contract is frustrated, the Principal shall pay the Contractor:

- a) for work executed prior to the date of frustration, the amount which would have been payable if the Contract had not been frustrated and the Contractor had delivered a payment Claim on the date of frustration
- b) the cost of materials reasonably ordered by the Contractor for the Work Under the Contract, which the Contractor is liable to accept, but only if the materials become the property of the Principal upon payment
- c) costs reasonably incurred by the Contractor in the expectation of completing the whole of the Work Under the Contract and not included in any payment by the Principal
- d) all retention moneys and security
- e) the reasonable cost of removal of Constructional Plant, and
- f) the reasonable cost of return to their place of recruitment of the Contractor's employees engaged in the Work Under the Contract at the date of frustration.

46 Time for notification of Claims and disputing Administrator's directions

46.1 Contractor's prescribed notice

- a) In respect of any Claim by the Contractor, arising out of, a breach of the Contract, the Contractor shall provide a prescribed notice to the Administrator within 20 Business Days after the first day upon which the Contractor could reasonably have been aware of the breach.
- b) The Contractor shall provide the Administrator with a prescribed notice:
 - i. in respect of or arising out of any direction or approval by the Administrator (including a direction or approval which the Administrator did not expressly acknowledge to be a variation under Clause 40, but which the Contractor claims is a variation under that Clause 40)
 - ii. under any provision of the Contract (including Clauses 34.4, 36 and 40.5)
 - iii. in respect of, or arising out of, the subject matter of the Contract
 - iv. in tort or under any statute
 - v. upon a quantum meruit or for restitution based on unjust enrichment, or
 - vi. for additional payment or compensation on any other legal or equitable basis,

within 20 Business Days after the first day upon which the Contractor could reasonably have been aware of the act, omission, direction, approval or other event, fact, matter or circumstance on which the Claim is, or will be, based.

If the Contractor fails to provide the prescribed notice required under Clauses 46.1 a) or b) within 20 Business Days, the Principal's liability may be reduced to the extent that the Principal or Administrator have been denied an opportunity to mitigate the liability.

- c) A 'prescribed notice' is a notice in writing which shall be endorsed 'Prescribed Notice Under Clause 46.1' and includes particulars of all of the following:
 - i. the breach, act, omission, direction, approval or circumstances on which the Claim is, or will be, based
 - ii. the provision of the Contract or other basis for the Claim or proposed Claim, and
 - iii. the quantum or likely quantum of the Claim.
- d) This Clause 46.1 shall not have any application to:
 - i. any Claim for payment to the Contractor of an amount or amounts forming part of the original Contract Sum
 - ii. any Claim for payment for a variation directed by the Administrator in writing and expressly acknowledged by the Administrator to be a variation under Clause 40
 - iii. any Claim for payment for a valuation made pursuant to Clause 12.3, or
 - iv. any Claim for an extension of time for Practical Completion.
- e) Nothing in this Clause 46.1 shall limit the operation or effect of any other notice provision, time-bar provision, condition precedent or limitation or exclusion clause in the Contract, nor waive the effect of any failure by the Contractor to comply with any such provision or requirement.

46.2 Time for disputing Administrator's directions

- a) Where the Administrator has given:
 - i. a certificate or valuation under the Contract, or
 - ii. a determination with respect to a Claim by the Contractor, including a Claim:
 - a) for breach of the Contract by the Principal
 - b) of the type referred to in Clause 46.1(b)(i) to (vi)
 - c) for payment for a variation directed or approved under Clause 40, and
 - d) for an extension of time to the Date for Practical Completion

the Administrator may also give a notice under Clause 46.2 with respect to the certificate, valuation or determination.
- b) The notice under Clause 46.2(a) may be given at the same time or after that the certificate, valuation or determination is given but must:
 - i. be in writing and endorsed 'Administrator's Notice under Clause 46.2'
 - ii. be given to the Principal and the Contractor
 - iii. identify the certificate, valuation or determination to which it relates, and
 - iv. state that the certificate, valuation or determination will be final and binding upon the parties and not subject to dispute unless either party, within 20 Business Days after receiving the Administrator's notice, gives a notice of dispute in accordance with Clause 47.1 disputing the certificate, valuation or determination.
- c) If neither the Principal nor the Contractor gives a notice of dispute in accordance with Clause 47.1 within 20 Business Days after receipt of a Administrator's notice under this Clause 46.2, then the certificate, valuation or determination to which the Administrator's notice relates shall be final and binding upon the parties and not subject to dispute notwithstanding Clause 47.
- d) Nothing in this Clause 46.2, nor the giving of a Administrator's notice under this Clause 46.2, shall limit the operation or effect of Clause 46.1 or any other notice provision, time-bar provision, condition precedent or limitation or exclusion clause in the Contract, nor waive the effect of any failure by the Contractor to comply with Clause 46.1 or with such other provision or requirement.

47 Dispute resolution

47.1 Notice of dispute

- a) If a dispute between the Contractor and the Principal arises out of, or in connection with, the Contract, including a dispute concerning a direction given by the Administrator, then either party shall deliver by hand or send by registered post to the other party and to the Administrator a notice of dispute in writing adequately identifying and providing details of the dispute (notice of dispute).
- b) Notwithstanding the existence of a dispute, the Principal and the Contractor shall continue to perform the Contract, and subject to Clause 44, the Contractor shall continue with the

Work Under the Contract and the Principal and the Contractor shall continue to comply with Clause 42.1.

- c) A Claim in tort, under statute or for restitution based on unjust enrichment or for rectification or frustration, may be included in an arbitration.

47.2 Meeting of representatives

Within five Business Days after the service of a notice of dispute, the Administrator and Contractor's Representative shall confer at least once to attempt to resolve the dispute.

47.3 Further steps required before proceedings

The alternative applying for dispute resolution is given in Item 43A.

Alternative 1A – issues resolution advisor (when required) (refer to 47.3.1 to 47.3.4)

47.3.1 Issues resolution advisor

Under this alternative, the Issues Resolution Advisor (IRA) shall be engaged when required only after notice of dispute is issued and to resolve specific and discrete disputes.

If the Administrator and Contractor's Representative fail to resolve the dispute within 10 Business Days after the service of a notice of dispute, the party may, by notice in writing to the other party, request that an IRA be engaged under Clause 49 and the dispute referred to the IRA.

47.3.2 Meeting of chief executive officers

If the IRA has not made a binding recommendation under Clause 49.9:

- a) the chief executive officers of the parties, or
- b) nominees of the chief executive officers who have not been directly involved in the management of the Contract and have the Authority to agree to a resolution of the dispute,

shall confer at least once to attempt to resolve the dispute. If a Contract Leadership Team has been established as nominated in Item 9A of Annexure A, the Contract Leadership Team may fulfil the obligations of the chief executive officers of the parties under this clause.

47.3.3 Referral of dispute

- a) Either party may, by notice in writing delivered by hand or sent by registered post to the other party, refer such dispute to arbitration or litigation if:
 - i. either:
 - a) the dispute has not been resolved within 10 Business Days after the referral of the dispute to the chief executive officers of the parties under Clause 47.3.2, or
 - b) a party convenes a meeting under either Clause 47.2, or 47.3.2 and the other party fails to attend that meeting, provided that 10 Business Days after the referral of the dispute to the chief executive officers have passed, and
 - ii. that written notice is delivered within six months after an event in Clause 47.3.3(a)(i) occurs (or such longer period as agreed by the parties).
- b) If a notice is not given within the timeframe in Clause 47.3.3(a)(ii), then:
 - i. a party must not refer the relevant Dispute to arbitration or litigation

- ii. a party's failure to comply with Clause 47.3.3(a)(ii) may be pleaded as a bar to the commencement of any arbitration or litigation proceedings in relation to that Dispute, and
- iii. the subject of that Dispute must not be made the subject of further Dispute notice.

47.3.4 Privileged meetings

All aspects of any meetings held pursuant to Clause 47.2, 47.3.8 or 47.3.9 (or any other conferences between the parties for the purposes of resolving the dispute), except the fact of occurrence, shall be privileged.

Alternative 1B – issues resolution advisor full contract duration (refer to 47.3.5 to 47.3.8)

47.3.5 Issues resolution advisor

Under this alternative, the Issues Resolution Advisor (IRA) shall be engaged upon commencement of the Contract.

If the Administrator and Contractor's Representative fail to resolve the dispute within 10 Business Days after the service of a 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.

47.3.6 Meeting of chief executive officers

If the IRA has not made a binding recommendation under Clause 49.9:

- a) the chief executive officers of the parties, or
- b) nominees of the chief executive officers who have not been directly involved in the management of the Contract and have the Authority to agree to a resolution of the dispute,

shall confer at least once to attempt to resolve the dispute. If a Contract Leadership Team has been established as nominated in Item 9A of Annexure A, the Contract Leadership Team may fulfil the obligations of the chief executive officers of the parties under this clause.

47.3.7 Referral of dispute

Either party may, by notice in writing delivered by hand or sent by registered post to the other party, refer such dispute to arbitration or litigation if:

- a) the dispute has not been resolved within 10 Business Days after the referral of the dispute to the chief executive officers of the parties under Clause 47.3.5, or
- b) a party convenes a meeting under either Clause 47.2, 47.3.5 or 47.3.6 and the other party fails to attend that meeting provided that 10 Business Days after the referral of the dispute to the chief executive officers have passed.

47.3.8 Privileged meetings

All aspects of any meetings held pursuant to Clause 47.2, 47.3.5 or 47.3.6 (or any other conferences between the parties for the purposes of resolving the dispute), except the fact of occurrence, shall be privileged.

Alternative 2 – dispute resolution board (refer to 47.3.9 to 47.3.12)

47.3.9 Dispute resolution board

If the Administrator and Contractor's Representative fail to resolve the dispute within 10 Business Days after the service of a notice of dispute, the party may, by notice in writing to the other party, refer such dispute to the dispute resolution board (DRB) constituted under Clause 48.

47.3.10 Meeting of chief executive officers

If the DRB has not made a binding recommendation under Clause 48.10:

- a) the chief executive officers of the parties, or
- b) nominees of the chief executive officers, who have not been directly involved in the management of the Contract and have the Authority to agree to a resolution of the dispute,

shall confer at least once to attempt to resolve the dispute. If a Contract Leadership Team has been established as nominated in Item 9a of Annexure A, in the alternative, the Contract Leadership Team may fulfil the obligations of the chief executive officers of the parties under this clause.

47.3.11 Referral of dispute

Either party may, by notice in writing delivered by hand or sent by registered post to the other party, refer such dispute to arbitration or litigation if:

- a) the dispute has not been resolved within 10 Business Days after the referral of the dispute to the chief executive officers of the parties under Clause 47.3.9, or
- b) a party convenes a meeting under either Clause 47.2, 47.3.9 or 47.3.10 and the other party fails to attend that meeting provided that 10 Business Days after the referral of the dispute to the chief executive officers have passed.

47.3.12 Privileged meetings

All aspects of any meetings held pursuant to Clause 47.2, 47.3.9 or 47.3.10 (or any other conferences between the parties for the purposes of resolving the dispute), except the fact of occurrence, shall be privileged.

47.4 Arbitration

- a) Arbitration shall be effected by a single arbitrator who shall be nominated by the Chairperson for the time being of the Queensland Chapter of the Resolution Institute. Such arbitration shall be held in Queensland.
- b) Unless the parties agree in writing, any person agreed upon by the parties to resolve the dispute pursuant to Clause 47.3 shall not be appointed as an arbitrator, nor may that person be called as a witness by either party in any proceedings.
- c) Notwithstanding Clause 42.9, the arbitrator may award whatever interest the arbitrator considers reasonable.
- d) If one party has overpaid the other, whether pursuant to an Administrator's certificate or not and whether under a mistake of law or fact, the arbitrator may order repayment together with interest.

47.5 Summary or urgent relief

Nothing herein shall prejudice the right of a party to institute proceedings to enforce payment due under Clause 42 or to seek urgent injunctive or declaratory relief in respect of a dispute under Clause 47 or any matter arising under the Contract.

48 Dispute Resolution Board

48.1 Dispute Resolution Board

This Clause 48 only applies if 'Alternative 2' is selected in Item 43A as the alternative applying for dispute resolution pursuant to Clause 47.

48.2 Establishment and tenure of the Dispute Resolution Board

- a) Within 10 Business Days after the appointment of the DRB Members in accordance with Clauses 48.5 and 48.6, the Principal and the Contractor shall procure the execution of the DRB Agreement.
- b) The DRB will be established as of the date all the parties to the DRB Agreement execute the DRB Agreement and will continue until the later of:
 - i. 10 Business Days after the date of the Final Certificate under Clause 42.8, or
 - ii. resolution of a dispute the subject of a notice of dispute under Clause 42.8,

subject to the earlier termination of the Contract by either party or termination of the DRB Agreement by the Principal and the Contractor.

48.3 Membership of the Dispute Resolution Board

The DRB Members will be:

- a) one DRB Member nominated by the Principal
- b) one DRB Member nominated by the Contractor, and
- c) a third DRB Member appointed in accordance with Clause 48.6.

48.4 Dispute Resolution Board Members' criteria and Disclosure Statements

- a) Unless otherwise agreed in writing by the Principal and the Contractor, all DRB Members shall be experienced in works similar to the Works, interpretation of Contract documents and resolution of construction disputes.
- b) DRB Members shall be neutral, act impartially and be free of any conflict of interest. For the purposes of this Clause 48.4, the term 'DRB Member' also includes that DRB Member's current primary full-time employer and 'involved' means having a contractual relationship with either party to the Contract or any other entity, such as a Subcontractor, design professional or consultant, having a role in relation to the Works.
- c) A person is prohibited from being a DRB Member if the person or DRB Member:
 - i. has an ownership interest in any entity involved in the Contract or a financial interest in the Work Under the Contract, except for payment for services on the DRB

- ii. was previously employed by, or had financial ties to, any party involved in the Work Under the Contract within a period of two years prior to award of the Contract, except for fee-based consulting services on other projects
 - iii. has had a professional or personal relationship with any key member of any entity involved in the Work Under the Contract which, in the opinion of either party, could suggest partiality, or
 - iv. has had prior involvement in the Work Under the Contract of a nature which, in the opinion of either party, could suggest partiality.
- d) DRB Members shall be replaced if the person:
- i. is employed or engaged by any entity involved directly in the Work Under the Contract unless the written approval of both parties is given, or
 - ii. discusses during the term of the Contract being employed or engaged by any entity involved in the Work Under the Contract after the Work Under the Contract is completed.

48.5 Nomination and approval of first two Dispute Resolution Board Members

- a) The Principal and Contractor shall each nominate a proposed DRB Member and give the nominee's name and Disclosure Statement to the other party within five Business Days after the Date of Acceptance of Tender.
- b) If the nominee is not rejected within seven Business Days after the Date of Acceptance of the Contractor's Tender the nominee is approved.
- c) If a nominee is rejected, the nominating party shall request the Chairperson for the time being of Resolution Institute to nominate a person for appointment to the DRB. The party for whom Resolution Institute nominated the person shall procure and give to the other party a Disclosure Statement for the nominee. The person nominated by Resolution Institute is appointed to the DRB if the person satisfies the criteria in Clause 48.4 and the person's Disclosure Statement has been given to the party other than the party for whom Resolution Institute nominated him or her.

48.6 Nomination and approval of third Dispute Resolution Board Member

- a) Within five Business Days after the appointment of the first two DRB Member, the parties shall request the first two DRB Members to nominate a third DRB Member by giving to the Principal and the Contractor the third nominee's name and Disclosure Statement.
- b) If the Principal or the Contractor do not notify the other party and the appointed DRB Members within five Business Days of receiving the name and Disclosure Statement of why the person nominated does not satisfy the criteria in Clause 48.4 the person nominated is deemed to be appointed a DRB Member.
- c) If the first two appointed DRB Members cannot agree on the third DRB Member, or either or both of the Principal or Contractor reject the nominee of the DRB Members, the first DRB Member appointed by the Principal under Clause 48.5 shall request Resolution Institute to nominate a person for appointment to the DRB. The DRB Members shall procure and give to the parties a Disclosure Statement for the nominee. If that person satisfies the criteria in Clause 48.4 and the person's Disclosure Statement has been given to the parties the person nominated by Resolution Institute is deemed to be appointed a DRB Member.

48.7 Replacement

If a DRB Member becomes incapable of performing its functions on the DRB or does not continue to satisfy all of the criteria in Clause 48.4, or engages in any prohibited activity the party on whose behalf the DRB Member was appointed, or if the DRB Member was nominated by the DRB Members under Clause 48.6, the remaining DRB Members shall nominate a replacement DRB Member in accordance with the Contract acceptable to the remaining DRB Members and the parties. The parties shall request the remaining DRB Members to procure the execution of a further DRB Agreement by the new DRB Member and remaining DRB Members.

48.8 Meeting

- a) Each party shall execute and shall ensure that the DRB Member nominated by the party or by Resolution Institute on the party's behalf, executes the DRB Agreement at the first DRB meeting.
- b) The first DRB meeting shall be held at the place nominated by the Principal. During the first meeting, the DRB shall confirm the Principles of Process in Part 2 to the DRB Agreement for the conduct of its routine Site visits and its meetings on disputes. The conduct of the business of the DRB shall be based on the provisions of the Contract but procedures must be adaptable to changing the situations and, if requested by the Principal and the Contractor, the DRB shall initiate new procedures or modified procedures.
- c) The DRB will visit the Site and meet with representatives of the parties at periodic intervals and at other times requested by the parties.
- d) Each meeting with representatives of the parties shall consist of an informal discussion followed by a field observation of the progress of the Work Under the Contract. The discussion and field observation shall be attended by representatives of the Principal and the Contractor.

48.9 Review of Disputes

If a dispute is referred to the DRB under Clause 47.3, the DRB shall consider that dispute in accordance with the Principles of Process included in the DRB Agreement and provide its written recommendation to the parties. A recommendation shall be in writing, shall contain reasons for the recommendation and, where it is not a unanimous recommendation, shall include the recommendations of the majority and the minority of the DRB Members.

48.10 Recommendations

- a) For the purposes of this Clause 48.10 and Clauses 48.9 and 48.11, a recommendation includes a recommendation of at least two of the DRB Members.
- b) A recommendation of the DRB is binding on both parties only if:
 - i. it is a recommendation in relation to a Claim for the payment of an amount of \$500,000 or less unless agreed otherwise by the parties, or
 - ii. it is a recommendation in any other case and within 10 Business Days of receiving the DRB's recommendation, or such longer time as is specified by the DRB in providing its recommendation, either the Principal or the Contractor fail to provide written notice to the other and to the DRB of the rejection of the recommendation.

48.11 Admissibility

If the DRB's recommendation is not binding on both parties, the DRB recommendation and any recommendation of a single DRB Member may be admitted to establish:

- a) that the DRB considered the dispute
- b) the qualification of the DRB Members, and
- c) the DRB recommendation that resulted from the process

to the extent permitted by law in any subsequent dispute resolution proceedings or forum.

48.12 Payment

- a) The fees and expenses of all three DRB Members shall be shared equally by the Principal and the Contractor.
- b) The Contractor shall pay the invoices of the DRB Members after approval by the Principal and include in payment Claims under Clause 42.1, fifty percent of all invoices paid in accordance with this Clause 48.12(b).
- c) The Contractor is not entitled to any payment for the participation of anyone on its behalf or for whom it is responsible, including any Subcontractor or designer in the DRB process.

49 Issue Resolution Advisor

49.1 Issues Resolution Advisor

This Clause 49 only applies if 'Alternative 1A or 1B' is selected in Item 43A as the alternative applying for dispute resolution pursuant to Clause 47.

49.2 Establishment and tenure of the Issues Resolution Advisor

- a) Within 10 Business Days after the appointment of the IRA in accordance with Clause 49.5, the Principal and the Contractor shall procure the execution of the IRA Agreement.
- b) The IRA will be established as of the date all the parties to the IRA Agreement execute the IRA Agreement. Where Alternative 1A of Item 43A applies, the appointment of the IRA will continue until 10 Business Days after the dispute has been resolved and the outcome formally agreed by the parties. Where Alternative 1B of Annexure A applies the appointment of the IRA will continue until 10 Business Days after the date of the Final Certificate under Clause 42.8. In either case, the establishment of the IRA is subject to the earlier termination of the Contract by either party, or termination of the IRA Agreement by the Principal and the Contractor.
- c) It is expected that all issues will be resolved by the Date of Practical Completion.

49.3 Selection of Issues Resolution Advisor

The IRA will be a person appointed in accordance with Clause 49.5.

49.4 Issues Resolution Advisor criteria and Disclosure Statements

- a) Unless otherwise agreed in writing by the Principal and the Contractor, the IRA shall be experienced in works similar to the Works, interpretation of Contract documents and resolution of construction disputes.

- b) The IRA shall have expertise relevant to the nature of the dispute, or alternatively engage appropriate specialist advisors.
- c) The IRA shall be neutral, act impartially and be free of any conflict of interest. For the purposes of this Clause 49.4, the term 'IRA' also includes the IRA's current primary full-time employer, and 'involved' means having a contractual relationship with either party to the Contract, or any other entity, such as a Subcontractor, design professional or consultant having a role in relation to the Works.
- d) A person is prohibited from being an IRA if the person or IRA:
 - i. has an ownership interest in any entity involved in the Contract, or a financial interest in the Work Under the Contract except for payment for services on the IRA
 - ii. was previously employed by, or had financial ties to, any party involved in the Work Under the Contract within a period of two years prior to award of the Contract, except for fee-based consulting services on other projects
 - iii. has had a professional or personal relationship with any key member of any entity involved in the Work Under the Contract which, in the opinion of either party, could suggest partiality, or
 - iv. has had prior involvement in the Work Under the Contract of a nature which, in the opinion of either party, could suggest partiality.
- e) The IRA shall be replaced if the person:
 - i. is employed or engaged by any entity involved in the Work Under the Contract unless the written approval of both parties is given, or
 - ii. discusses during the term of the Contract being employed or engaged by any entity involved in the Work Under the Contract after the Work Under the Contract is completed.

49.5 Nomination and approval of Issues Resolution Advisor

- a) The Principal shall nominate a minimum of three proposed IRAs and give the nominees' names and Disclosure Statement to the Contractor within five Business Days after a party requests the engagement of an IRA under Alternative 1A of Item 43A or five Business Days after the Date of Acceptance of Tender under Alternative 1B of Item 34A. The Contractor shall pick a person as the IRA from the list of nominees, within five Business Days of receiving the name and Disclosure Statement.
- b) The IRA chosen shall be from Transport and Main Roads Contract Administration Services panel.

49.6 Replacement

If the IRA becomes incapable of performing its functions or does not continue to satisfy all of the criteria in Clause 49.4, or engages in any prohibited activity the party on whose behalf the IRA was appointed, or if the IRA was nominated under Clause 49.5, the Principal shall nominate a replacement IRA in accordance with the Contract acceptable to the Contractor. The parties shall request to procure the execution of a further IRA Agreement by the new IRA.

49.7 Meeting

- a) Clauses 49.7 c) to e) are applicable to the engagement of the IRA under Alternative 1B of Item 43A.
- b) Each party shall execute and shall ensure that the IRA nominated or by Resolution Institute on the parties' behalf, executes the IRA Agreement at the first IRA meeting.
- c) The first IRA meeting shall be held at the place nominated by the Principal. During the first meeting, the IRA shall confirm the principles of process in the IRA Agreement for the conduct of its routine Site visits and its meetings on disputes. The conduct of the business of the IRA shall be based on the provisions of the Contract but procedures must be adaptable to changing the situations and, if requested by the Principal and the Contractor, the IRA shall initiate new procedures or modified procedures.
- d) The IRA will visit the Site and meet with representatives of the parties at periodic intervals and at other times requested by the parties. Unless noted otherwise, the IRA shall attend all monthly Site meetings.
- e) Each meeting with representatives of the parties shall consist of an informal discussion followed by a field observation of the progress of the Work Under the Contract. The discussion and field observation shall be attended by representatives of the Principal and the Contractor.
- f) All communications in relation to IRA matters outside of meetings shall be copied to all parties to ensure the Principal, Contractor and IRA remain fully informed.
- g) The IRA will be provided with:
 - i. a copy of the signed Contract documentation, and
 - ii. copies of the following documents:
 - a) monthly reports
 - b) minutes of meetings, and
 - c) any Other Documents needed by the IRA to perform the role.

49.8 Review of disputes

If a dispute is referred to the IRA under Clause 47.3, the IRA shall consider that Dispute in accordance with the Principles of Process included in the IRA Agreement and provide its written recommendation to the parties. A recommendation shall be in writing and contain reasons for the recommendation.

49.9 Recommendations

A recommendation of the IRA is binding on both parties only if:

- a) it is a recommendation in relation to a Claim for the payment of an amount of \$100,000 or less unless agreed otherwise by the parties, or
- b) it is a recommendation in any other case and within 10 Business Days of receiving the IRA's recommendation, or such longer time as is specified by the IRA in providing its recommendation, either the Principal or the Contractor fail to provide written notice to the other and to the IRA of rejection of the recommendation.

49.10 Admissibility

If the IRA's recommendation is not binding on both parties, the IRA recommendation may be admitted to establish:

- a) that the IRA considered the Dispute
- b) the qualification of the IRA, and
- c) the IRA recommendation that resulted from the process

to the extent permitted by law in any subsequent dispute resolution proceedings or forum.

49.11 Payment

- a) The fees and expenses of the IRA shall be shared equally by the Principal and the Contractor.
- b) The Contractor shall pay the invoices of the IRA after approval by the Principal and include in payment Claims under Clause 42.1, 50 percent of all invoices paid in accordance with this Clause 49.11(b).
- c) The Contractor is not entitled to any payment for the participation of anyone on its behalf or for whom it is responsible, including any Subcontractor or designer in the IRA process.

50 General

50.1 Warranties by joint venturers

Where the Contractor is two or more legal entities, the Contract shall be binding upon them jointly and severally and:

- a) each joint venture warrants to the Principal:
 - i. the joint venturers have entered into a valid and binding joint venture agreement, a copy of which has been provided to the Principal before the Date of Acceptance of Tender
 - ii. it will promptly provide to the Principal a copy of any amendment to the joint venture agreement
 - iii. it will fully comply with the terms of the joint venture agreement, and
 - iv. it will give prompt notice to the Principal of any dispute between the joint venturers, of which formal notice has been given by one to the other
- b) the receipt or review of, or any comment on, the joint venture agreement by the Principal shall not constitute a representation by the Principal that the agreement is suitable, workable or consistent with the terms of the Contract and shall not relieve the Contractor from the performance of, or compliance with, any term of this Contract.

50.2 Waiver of conditions

Except as provided at law or in equity or elsewhere in the Contract, none of the terms of the Contract shall be varied, waived, discharged or released, except with the prior consent in writing of the Principal in each instance.

99 Additional clauses

99.1 Clause Bank (C7836)

Additional (if applicable) project-specific clauses to these General Conditions of Contract are specified in the Clause Bank (C7836), provided in Part 5 Additional Contract Requirements.

Annexure A (Contract Details) (Construct Only Contract) to the General Conditions of Contract

C7831.TIC.CO

Contract Number:	CN-13712
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This Annexure shall be issued as part of the Tender Documents and is to be attached to the General Conditions of Contract and shall be read as part of the Contract. Clause numbers refer to clauses in the General Conditions of Contract.

Item	Issue	Contract details	
1	Place for payments		
1A	Payments under the Contract shall be made at Clause 1	313 Adelaide Street Brisbane Qld 4000	
2	Practical Completion		
2A	The Date for Practical Completion Clauses 2.1, 35.2	1460 Calendar Days Where a period of time is provided, the commencement date shall be deemed to be the Date of Acceptance of Tender.	
3	Latent Conditions		
3A	Exclusions to Latent Conditions Clause 2.1		
4	The Principal		
4A	Name of the Principal Clause 2.1	The State of Queensland acting through the Department of Transport and Main Roads.	
4B	Address of the Principal	C/- Regional Director 313 Adelaide Street Brisbane Qld 4000	
4C	Principal's Delegate Clause 2.1	Adam Williams Program Director – Infrastructure Delivery Services	
4D	Email address and telephone number of the Principal's Delegate	Email:	
4E	Principal's Representative Clause 2.1	John Ryan Deputy Regional Director	
4F	Email address and telephone number of the Principal's Representative	Email:	
5	The Administrator		
5A	Name of the Administrator and the Administrator's Representative Clause 2.1	Administrator:	TBC along with Letter of Acceptance
		Administrator's Representative:	TBC along with Letter of Acceptance
5B	Email address or Address and telephone number of the Administrator	Email/Address:	TBC along with Letter of Acceptance
		Telephone:	TBC along with Letter of Acceptance
5C	Email address and telephone number of the Administrator's Representative	Email:	TBC along with Letter of Acceptance

Annexure A (Contract Details) (Construct Only Contract) to the General Conditions of Contract



Queensland Government

C7831.TIC.CO

Contract Number:

CN-13712

Item	Issue	Contract details	
		Telephone:	TBC along with Letter of Acceptance
6	The Contractor		
6A	Name of the Contractor Clause 2.1	Refer to C7805 <i>Formal Instrument of Agreement</i> .	
6B	Address of the Contractor	Refer to C7805 <i>Formal Instrument of Agreement</i> .	
6C	Name of the Contractor's Delegate	Refer to C7805 <i>Formal Instrument of Agreement</i> .	
6D	Email address and telephone number of the Contractor's Delegate	Refer to C7805 <i>Formal Instrument of Agreement</i> .	
7	Site description		
7A	Description of the Site Clause 2.1	Centenary Motorway (U18A; Ellen Grove-Toowong) between Kenmore Road and Sinnamon Road (Chainage 10486.005 – 11469.350) including Sinnamon Rd on-ramp and off-ramp to Centenary Motorway	
8	Nature of the Contract		
8A	Alternative that applies Refer to relevant Clause in Annexure B (Commercial Framework) to the General Conditions of Contract	Alternative 1 – Schedule of Rates	☒
		Alternative 2 – lump sum	☐
		Alternative 3 – part Schedule of Rates and part lump sum	☐
8B	Relationship and Collaboration management workshop required Clause 3.2.2	Mandatory	
9	Contract Leadership Team		
9A	Contract Leadership Team to be established Clause 4.1	Yes ☒	No ☐
10	Site Conferences		
10A	Intervals between Site Conferences Clause 4.3	Monthly	

Annexure A (Contract Details) (Construct Only Contract) to the General Conditions of Contract

C7831.TIC.CO

Contract Number: CN-13712

Item	Issue	Contract details
11	Security	
11A	Amount of security Clause 5.2	The Contractor must provide: a) security (Primary Security) in an amount equal to 1% of the Contract Sum, and b) any of the following, and: i. further security (Subcontractor Payment Security) in an amount calculated in accordance with the following: A. where the Contract Sum is not greater than \$1,000,000, the amount shall be 3% of the Contract Sum B. where the Contract Sum is greater than or equal to \$1,000,000, but not greater than \$20,000,000, the amount shall be 2% of the Contract Sum or \$30,000 — whichever is the greater C. where the Contract Sum is greater than or equal to \$20,000,000, the amount shall be 1% of the Contract Sum or \$400,000 — whichever is the greater ii. a statutory declaration in the Form included in the Tender Documents (Form C7847), declaring that no Subcontractors are to be engaged under the Contract. c) Retention Security equal to 4% of the Contract Sum in substitution of Retention Moneys (if applicable). d) Additional security (if applicable) required under the Contract, such as security for unfixed plant or materials (refer Item 41D).
11B	The percentage to which the Principal's entitlement to Retention Moneys and/or Retention Security is reduced Clause 5.8	Primary Security: No reduction Retention Moneys and/or Retention Security: 20%
12	Formal Instrument of Agreement	
12A	Formal Instrument of Agreement required Clause 6.2	Mandatory
13	Documents	
13A	The number of copies to be supplied by the Principal Clause 8.4	One electronic
13B	Reliance Information Clause 2.1	
13C	The number of copies to be supplied by the Contractor Clauses 8.5 and 8.6	One electronic

Annexure A (Contract Details) (Construct Only Contract) to the General Conditions of Contract

C7831.TIC.CO

Contract Number: CN-13712

Item	Issue	Contract details	
13D	The time for the Administrator to give a direction as to the suitability and return the Contractor's copies Clause 8.5	Within 10 Business Days.	
14	Design by the Contractor		
14A	Contractor is required to design a Defined Part Clause 8.6.1	Yes ☒	No ☐
14B	Defined Part Clause 8.6.1	All temporary works including temporary traffic staging, excavations, temporary works associated with piling, bridge construction and temporary access tracks.	
14C	Principal's requirements Clause 8.6.1	Not Applicable	
14D	Amount of professional indemnity insurance policy Clause 8.6.4(b)(i)	Not Applicable	
14E	Period after Final Certificate to maintain professional indemnity insurance policy Clause 8.6.4(b)(ii)	Not Applicable	
15	Subcontracting and Provisional Sums		
15A	Threshold for value of work to be subcontracted Clause 9.2.1(b)(i)	\$100,000	
15B	Nominated Subcontract Work Clauses 2, 10	Not Applicable	
15C	Nominated Subcontractor Clauses 2, 10	Not Applicable	
15D	Selected Subcontract Work Clauses 2, 10	Not Applicable	
15E	The percentage for profit and attendance — work performed by a Subcontractor Clause 11	Refer to Tender Schedule M10.	
15F	The amount or percentage for profit and attendance — work performed by a Nominated Subcontractor Clause 11	Refer to Tender Schedule M10.	
16	The Building Code 2016		
16A	The Building Code will apply to this Contract Clause 14.5.1 (This applies if the project is federally funded)	Yes ☒	No ☐

Annexure A (Contract Details) (Construct Only Contract) to the General Conditions of Contract

C7831.TIC.CO

Contract Number: CN-13712

Item	Issue	Contract details	
17	Haulage of plant and materials		
17A	Restrictions to access for Constructional Plant Clause 14.5.2	Use of Council roads for the haulage of plant or material is not accepted unless the Contractor seeks and receives separate approval from Council	
18	Traffic management		
18A	A Traffic Management Plan is required Clause 15.5.1	Yes ☒	No ☐
		If nothing stated, a Traffic Management Plan is required.	
19	Community liaison		
19A	A Community Liaison Plan is required Clause 15.6.1	Yes ☒	No ☐
		If nothing stated, a Community Liaison Plan is not required.	
20	Severe weather management		
20A	A Severe Weather Management Plan is required Clause 16.2.2	Yes ☒	No ☐
21	Insurance of the Works		
21A	The alternative applying Clause 18	Alternative 1	
21B	The assessment for insurance purposes of the costs of demolition and removal of debris Clause 18(d)(ii)	Not Applicable	
21C	The assessment for insurance purposes of consultant's fees Clause 18(d)(iii)	Not Applicable	
21D	The value of materials to be supplied by the Principal Clause 18(d)(iv)	Not Applicable	
21E	The additional amount or percentage Clause 18(d)(v)	Not Applicable	
22	Public liability insurance		
22A	The alternative applying Clause 19	Alternative 1	
22B	The amount of public liability insurance shall not be less than Clause 19	Not Applicable	

Annexure A (Contract Details) (Construct Only Contract) to the General Conditions of Contract

C7831.TIC.CO

Contract Number: CN-13712

Item	Issue	Contract details			
23	Office accommodation for the Administrator				
	The requirements of providing office accommodation for the Administrator is no longer specified in the General Conditions of Contract. The Contractor shall meet the requirements as stated in MRTS28 and Annexure MRTS28.1	The Contractor shall provide a separate office accommodation in accordance with the requirements outlined in MRTS28 and MRTS28.1 for exclusive use of the Administrator and Principal's Representative during the period of works under the Contract.			
24	Site possession				
24A	Time for giving possession of the Site Clause 27.1	Within 25 Business Days from the Date of Acceptance of Tender and meeting the requirements of item 24B below			
24B	Possession of Site Clause 27.1	Prior to being given possession of the Site by the Principal, the Contractor must provide: a) security in accordance with Clause 5.2 b) proof of insurances in accordance with Clause 21.1 c) Contract Plan deemed suitable in accordance with Clause 33.3, and d) Attend pre-start conference in accordance with clause 4.2			
25	Lane rental charges (Clause 27.6)				
25A	Location	Time	Hourly charge		
			Lane closure		
			One lane	Two lanes	
	Centenary Motorway (Including on and off ramps)	Outside traffic lane closures nominated in MRTS02_1	\$2,000	\$4,000	Not Applicable
	BCC Roads	Outside traffic lane closures nominated in MRTS02_1	\$1,000	\$2,000	Not Applicable
26	Advertising on Site				
26A	The number of project signs to be supplied and erected by the Contractor Clause 27.8.1	Refer to MRTS14_1			
26B	The size and/or type of project signs Clause 27.8.1	Refer to MRTS14_1			

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Item	Issue	Contract details		
26C	The location to which project signs are to be delivered at the completion of the Contract Clause 27.8.1	Refer to MRTS14_1		
27	Filling of waterways			
27A	Areas where waterways can be filled for construction purposes, including restrictions and conditions, to be applied Clause 27.9	Centenary Bridge substructure works (as approved by Administrator)		
28	Not used			
29	Contractor's staff			
29A	Position			Percentage of time onsite
	Contractor's Representative (if no person is nominated by the Contractor then the Project Manager shall be the Contractor's Representative)	Yes ☒		100
	Project Manager:	Yes ☒	No ☐	100
	Project Engineer:	Yes ☒	No ☐	100
	Contractor's Quality Representative:	Yes ☒	No ☐	100
	Environmental Representative:	Yes ☒	No ☐	50
	Infrastructure Sustainability Management Representative (SMR)	Yes ☒	No ☐	As Required
	Landscape Representative:	Yes ☒	No ☐	As Required
	Community Liaison Officer:	Yes ☒	No ☐	100
	Surveyor:	Yes ☒	No ☐	100
	Works Supervisor:	Yes ☒	No ☐	100
	Safety Representative:	Yes ☒	No ☐	100
	Site Senior Executive:			Refer to Item 29C
29B	Key personnel Clause 29.2.2	Those personnel identified in the requested P-Schedules at best Tender stage.		

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29C	Specific staffing requirements	Qualifications Project Manager (Clause 4.2) Shall be a degree qualified Civil Engineer and Registered Professional Engineer of Queensland (RPEQ) with a minimum 15 years' experience in the role of a Project Manager on bridge infrastructure. Project Engineer (Clause 43.10.2) Shall be a degree qualified Civil Engineer with a minimum 15 years' experience in the role of a Project Engineer on bridge structure projects, coordinating/managing PUP providers Contractor's Quality Representative (Clause 4.4) Shall be degree qualified Civil Engineer or Civil Technical Officer with qualifications accepted by the Institution of Engineers Australia, with a minimum of 10 years' experience in role Environmental Representative (Clause 4.5) Shall hold a degree in Environmental Science, or Biology or Environmental Engineering or similar with a minimum 5 years' experience in role The Environmental Representative is expected to be available as required by the Contractor to resolve issues that may arise and shall be on site within 24 hours from being given notice by the Administrator. Infrastructure Sustainability Management Representative (SMR): To be an Infrastructure Sustainability Management professional with at least 5 years' experience executing similar works The SMR shall be experienced in the management of construction works, particularly with respect to energy use, water use, materials use and waste management and disposal. It is expected that an SMR will be onsite a minimum of 1 day per week. The SMR will also be expected to be available to attend routine project audits Landscape Representative Shall hold experience managing similar scale projects Community Liaison Officer (Clause 4.7) Relevant communications qualification and minimum 5 years' experience for similar works adjacent to private properties, schools and
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Annexure A (Contract Details) (Construct Only Contract) to the General Conditions of Contract



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businesses. Additionally, IAP2 stakeholder engagement qualifications and experience with the Infrastructure Sustainability of Australia (ISCA) Infrastructure Sustainability Framework are highly desirable.

Surveyor

The surveyor shall hold current registration as a surveyor with the Surveyors Board of Queensland or with an interstate or international equivalent as agreed by the Principal.

Works Supervisor

Relevant trade qualifications for nominated role, minimum 10 years' experience in role (bridge construction supervision)

Safety Representative

A minimum of 2 years' experience in similar formal roles on road construction and bridge projects. The safety representative will be expected to be available to manage any safety issues/incidents that may arise and/or to attend routine project audits.

Nominated Traffic Control Officer

Shall meet all the requirements of MRTS02.1 Item 1. If the Contractor engages a specialist Traffic Management company with a nominated RPEQ meeting the above requirements then the full time Traffic Officer on site shall meet all the requirements of item 1 of MRTS02.1 with the exception of the RPEQ requirement.

Notes:

- 1) Unless noted otherwise, Project Engineer shall be a degree-qualified engineer with qualifications accepted by the Institution of Engineers Australia.
- 2) Professional Engineering Services: Certain activities to be carried out as part of the delivery of this Contract may be 'professional engineering services' as defined in the *Professional Engineers Act 2002* (the Act). Where such services are carried out, the Contractor shall ensure that the personnel providing these services meet the requirements of the Act.
- 3) The Safety Officer has to conduct following duties as a minimum.
 1. Manage all day to day safety issues on site
 2. Keep all relevant safety records
 3. Notify any issues to relevant safety authorities
 4. Ensure the Contractor complies with WHS legislations
- 4) The Surveyor shall meet the competency requirements for each relevant sub category type as prescribed in Clause 2.4.3 of the *TMR Surveying Standards*, Part 1, February 2016, or

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		For those who do not meet the requirements as per the <i>TMR Surveying Standards</i>, the department's Engineering and Technology will assess their qualification and experience and approve them on a case by case basis. To undertake this type of assessment, the Contractor shall make contact with the Director Geospatial Technologies: 5) If the <i>Mining and Quarrying Safety and Health Act 1999</i> applies, the Site Senior executive to be appointed under the Act should be provided for here. Also include Special Conditions as Item 99.		
30	Training requirements			
30A	Is the Queensland Government's Training Policy applicable? Clause 29.3	Yes ☒	No ☐	
31	Quality System			
31A	Quality System required Clause 30.2	Mandatory		
32	Warranty Items			
32A	Warranty Items Clause 30.10	Warranty Items where specified in relevant MRTS provisions		
33	Working times			
33A	Working Days and Working Hours Clause 32.1	Monday to Saturday 7:00 am to 5:00 pm If the contractor determines particular sections of the project will need to be constructed outside of the working hours the contractor is to gain written approval from the Administrator. No additional payments will be made for the contractor working outside the working days and hours stated above.		
33B	Other days considered to be not Working Days during which work is not permitted under the Contract Clause 32.1	In accordance with the requirements of MRTS02.1 and MRTS51.1.		
34	Contractor reports			
34A	Contractor reports Clause 33.2.1	Daily Reports:	Yes ☐	No ☒
		Weekly Reports:	Yes ☒	No ☐

Annexure A (Contract Details) (Construct Only Contract) to the General Conditions of Contract

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Contract Number: CN-13712

Item	Issue	Contract details	
35	Contract Plan		
35A	Time for submission of the Contract Plan Clause 33.3.1	Within 25 Business Days after the Date of Acceptance of Tender.	
36	Construction Program		
36A	Time for submission of Construction Program Clause 33.4.1	Within 25 Business Days after the Date of Acceptance of Tender.	
36B	Format of the Construction Program Clause 33.4.1	Critical path network	☒
		Bar chart	☐
36C	Format for electronic program data Clause 33.4.2	Oracle Primavera P6 is the only acceptable software and the file must be in <u>.xml format</u>	
36D	Minimum number of activities in Construction Program Clause 33.4.2	As deemed suitable by the Contract Administrator to allow reasonable interrogation of the construction program (minimum of 100 activities)	
37	Separable Portions		
37A	Separable Portions Clause 35.3	N/A	
		Separable Portion number:	N/A
		Description of Separable Portion:	N/A
		Date for Practical Completion* (Clause 2.1):	N/A
		Liquidated Damages per Day (Clause 35.6):	N/A
		Defects Liability Period (Clause 37):	N/A
		*Where a period of time is provided in respect of the Date for Practical Completion, the commencement date shall be deemed to be the Date of Acceptance of Tender.	
38	Liquidated damages		
38A	Liquidated Damages per Day Clause 35.6	\$ 20,000 per Day	

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Item	Issue	Contract details
39	Defects liability	
39A	The Defects Liability Period Clause 37	365 Calendar Days
40	Profit and overheads	
40A	Percentage for profit, onsite overheads and offsite overheads Clauses 36(a), 40.5(b)(iii), 40.5(b)(vi) and 41(b)(vi)	Refer to Tender Schedule M10.
41	Certificates and payments	
41A	Time for lodgement of payment Claims Clause 42.1.1	a) During the carrying out of the Work Under the Contract on the last business day of each month b) Once upon the issue of the certificate of Practical Completion, and c) Once upon the issue of the Final Certificate.
41B	Retention Moneys Clause 42.3	The Principal may deduct 10% of the value of work included in a payment certificate until the aggregate amount withheld equals 4% of the Contract Sum. Retention Moneys may be substituted for Retention Security as per Clause 5.3.
41C	Unfixed plant or materials – the alternative applying Clause 42.4	Alternative 2
41D (a)	Unfixed plant or materials – the materials which apply Clause 42.4	Not Applicable
41D (b)	Additional security	Not Applicable
41E	The rate of interest on overdue payments Clause 42.9	The Office of State Revenue Unpaid Tax Interest Rate as at the first day after the date on which payment was due to be made.
42	Site delay	
42A	The delay in giving possession of the Site which shall be a substantial breach Clause 44.7(b)(iv)	10% of the duration of the period from the Date of Acceptance of Tender to the Date for Practical Completion, following satisfactory provision of all requirements in Item 24B of this Annexure A.
43	Dispute resolution	
43A	Dispute resolution – the alternative applying Clause 47	Alternative 1B

Annexure A (Contract Details) (Construct Only Contract) to the General Conditions of Contract

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Item	Issue	Contract details
44	Commercial Framework (if Alternative 1, 2 or 3 is specified in Item 8A)	
44A	For a part Schedule of Rates and part lump sum Contract the lump sum part shall consist of Clauses 3.1, 3.2 and 4.1 of Annexure B (Commercial Framework)	Refer to the pricing schedule.
44B	The amount of the Contract Sum for the purposes of Clauses 14.8, 18 and 29.3 of the General Conditions of Contract and Item 11A of the Annexure A. Clause 3.3 of Annexure B (Commercial Framework)	Refer to the total amount (including GST) set out in Tender Schedule M1 or M2 (being the anticipated total Contract Sum as at the Date of Acceptance of Tender).
44C	Limits of accuracy applying to quantities in the Schedule of Rates Clause 3.6 of Annexure B (Commercial Framework) and Clause 35.5(d)(ii)(b)	For a Work Item whose Item number has a 'P' suffix, limits of accuracy are as specified in MRS01 <i>Introduction to Specifications</i> . For a Work Item with an Item number between 32001 and 32602, the limits of accuracy shall be plus 20% or minus 20%. For all other Work Items, the limits of accuracy shall be plus 10% or minus 10% unless noted otherwise in the MRS Annexures.
99	Special Conditions relating to the application of the <i>Mining and Quarrying Safety and Health Act 1999</i>	This Item 99 is to be used where any quarrying activities which may be caught by the Mining and Quarrying Safety and Health Act 1999 are undertaken. It is not required if the quarrying pit is directly adjoining the road area under construction.
99A	Application of Special Conditions in addition to existing WHS obligations	Nothing in this Item 99 shall in any way limit or exclude any of the Contractor's obligations or liabilities under the Contract, including the application of Clause 15 of the Contract.

Annexure A (Contract Details) (Construct Only Contract) to the General Conditions of Contract

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Contract Number: CN-13712

Item	Issue	Contract details
99B	Appointment of Contractor as Operator	a) From the date specified in Item 24A, the Principal relinquishes, and the Contractor assumes, control of the Quarry Site for all purposes. b) The Contractor acknowledges and agrees that from the date specified in Item 24A the Contractor will be the Operator for the purposes of the <i>MQSH Act</i>. c) The Contractor shall appoint a Site Senior Executive for the Quarry Site. d) The Quarrying Activities shall not be carried out unless: i. a Site Senior Executive has been, and remains, properly appointed; and ii. the Contractor has ensured that the Site Senior Executive has developed and implemented an appropriate Safety and Health Management System is in place for the Quarrying Activities. e) The Contractor is authorised by the Principal to have Management and Control of the Quarry Site and to discharge its obligations as Operator under Part 3 of the <i>MQSH Act</i>. f) The Contractor shall discharge its duties and comply with all relevant obligations under the <i>MQSH Act</i>, including the duties of an Operator.
99C	Discharge of duties under <i>MQSH Act</i>	Without limiting the obligations in Clause 15 of the Contract or this Item 99: a) the Contractor shall ensure the Contractor, and its officers, employees, agents and Subcontractors are familiar with and comply with all their obligations and exercise due diligence in discharging all their duties under the <i>MQSH Act</i>; b) if the Contractor cannot discharge its duties under the <i>MQSH Act</i>, the Contractor shall comply with Clause 15.4.5(b) of the Contract as though the words "WHS Act" were omitted and replaced with the words "MQSH Act".

Annexure A (Contract Details) (Construct Only Contract) to the General Conditions of Contract



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Contract Number:

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Item	Issue	Contract details
99D	Definitions for this Special Condition	In this Item 99: • <i>MQSH Act</i> means the <i>Mining and Quarrying Safety and Health Act 1999</i> (Qld) as amended from time to time; • Operator has the meaning provided in the <i>MQSH Act</i>; • Quarrying Activities means the operations to produce road building material within the meaning provided by the <i>MQSH Act</i>; • Quarry Site means the part of the Site which is a quarry within the meaning provided by the <i>MQSH Act</i>; • Safety and Health Management System has the meaning provided in the <i>MQSH Act</i>; • Site Senior Executive has the meaning provided in the <i>MQSH Act</i>.

Conditions of Contract – C7832.TIC

**Transport Infrastructure Contract
Annexure B (Commercial Framework) to the General
Conditions of Contract**

November 2020

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1 Overview and defined terms

1.1 Item 8A of Annexure A specifies one of the following as the basis for calculating the Contract Sum:

- a) Alternative 1 – Schedule of Rates
- b) Alternative 2 – lump sum, or
- c) Alternative 3 – part Schedule of Rates and part lump sum.

1.2 In this Contract, the following definitions apply:

- a) **Contract Sum** has the meaning given in Clauses 3.2 and 4.2 (as applicable) of this Commercial Framework and which, for the avoidance of doubt, includes any GST payable in respect of the relevant supply to which the payment relates.
- b) **Schedule of Rates** means any schedule (other than a Schedule of Prices) included in the Contract which, in respect of any section or Item of work to be carried out, shows the rate or respective rates of payment for the execution of that work and which may also include lump sums, Provisional Sums, other sums, quantities and prices. The rates of payment should not include an amount of GST in respect of the work.
- c) **Schedule of Prices** means a schedule (other than a Schedule of Rates) which provides an itemised breakdown of the work under the Contract and which is priced by the Contractor in its Tender, with the sum of the prices and the amount of GST totalling the Contract Sum and a Schedule of Prices may also include an itemised table of work related tasks for which the Contractor is required to provide a unit rate in its Tender.

2 General

2.1 The Contract Sum is not subject to adjustment, except as expressly provided for under the Contract.

3 Schedule of Rates (Alternative 1 and Alternative 3)

3.1 This Clause 3 of the Commercial Framework applies:

- a) if Alternative 1 applies in Item 8A of Annexure A, and
- b) if Alternative 3 applies in Item 8A of Annexure A, but only in respect of that part of the work under the Contract which is not the work under the Contract to be paid on a lump sum basis, as specified in Item 44A of Annexure A.

3.2 The Contract Sum is the sum ascertained by:

- a) multiplying the measured quantity of each Item of work completed in accordance with the requirements of the Contract (measured in accordance with the Specifications) by the rate included in the Schedule of Rates
- b) adjusting that sum by any additions or deductions made pursuant to the Contract
- c) adding any GST in respect of the relevant supply, and

- d) if Alternative 3 applies in Item 8A of Annexure A, adding the lump sum (including GST) applicable to the part of the work specified in Item 44A of Annexure A that is to be paid on a lump sum basis.
- 3.3 For the purposes of Clauses 18, 14.8 and 29.3 (if applicable) of the General Conditions of Contract and Item 11A of Annexure A, the Contract Sum is the amount specified in Item 44B of Annexure A.
- 3.4 Quantities in a Schedule of Rates are estimated quantities only and the Principal does not warrant, guarantee or make any representation with respect to the completeness, accuracy or adequacy of the Items and quantities in a Schedule of Rates.
- 3.5 A direction shall not be required to be given by the Administrator by reason of the actual quantity of an Item required to perform the Contract being greater or less than the quantity shown in the Schedule of Rates.
- 3.6 Where otherwise than by reason of a direction of the Administrator to vary the work under the Contract, the actual quantity of an Item required to perform the Contract is greater or less than the quantity shown in the Schedule of Rates, the tendered rate shall apply to the greater or lesser quantities within the limits of accuracy Item 44C of Annexure A, and quantities outside the limits shall be valued under Clause 40.5 of the General Conditions of Contract as if they were varied work directed by the Administrator as a variation. However total payment for a reduced quantity of work will not exceed the amount calculated by multiplying the quantity of work, at the lower limit of accuracy, by the tendered rate.
- 3.7 If, in the opinion of the Administrator, a Schedule of Rates omits an Item which should have been included and the value of that Item exceeds \$2,000, the provisions of Clause 8.2 of the General Conditions of Contract shall apply.
- 3.8 If no rate or price is shown in a Schedule of Rates for an Item, the rate or price for that Item shall be deemed to have been included elsewhere in the Schedule of Rates.
- 3.9 The quantity of work under the Contract completed shall be measured in accordance with the standard method of measurement specified in Clause 2 of Specification (Measurement).

MRS01 *Introduction to Specifications*, as amended or updated from time to time by the Principal.

- 3.10 Where the unit of measurement for an Item in the Schedule of Rates is stated as 'lump sum', the Contractor may include part of the relevant amount in a Claim for payment under Clause 42.1 of the General Conditions of Contract. Valuations of such Items will be made based on the Administrator's assessment of the percentage of completed and conforming work under the Contract or, where an appropriate formula is included in the Specifications associated with the particular work under the Contract, in accordance with that formula.

4 Lump sum (Alternative 2 and Alternative 3)

- 4.1 This Clause 4 of the Commercial Framework applies:
 - a) If Alternative 2 applies in Item 8A of Annexure A, and
 - b) If Alternative 3 applies in Item 8A of Annexure A, but only in respect of that part of the work under the Contract to be paid on a lump sum basis, as specified in Item 44A of Annexure A.

- 4.2 The Contract Sum is the lump sum (including GST) specified in Tender Schedule M2 (Schedule of Prices), adjusted by any additions or deductions made pursuant to the Contract.
- 4.3 A Schedule of Prices may be used for the purposes of valuation of variations pursuant to Clause 40.5 of the General Conditions of Contract and for the valuation of Claims for payment under Clause 42.1 of the General Conditions of Contract.
- 4.4 The Principal does not warrant, guarantee or make any representation with respect to the completeness, accuracy or adequacy of the sections and Items in a Schedule of Prices and the Principal shall have no liability for any Claim to the Contractor arising out of or in connection with any errors in or omissions from the Schedule of Prices.
- 4.5 The Contractor may include part of Items contained in the Schedule of Prices in a Claim for payment under Clause 42.1 of the General Conditions of Contract. Valuations of such Items will be made based on the Administrator's assessment of the value of conforming work under the Contract completed or, where an appropriate formula is included in the Specification associated with the particular work under the Contract, in accordance with that formula.

5 Rise and fall

5.1 Overview

- a) For payments made to the Contractor for work under the Contract completed prior to the Date for Practical Completion, rise and fall adjustments will be applied in accordance with Clauses 5.2 and 5.3 of this Commercial Framework.
- b) No cost adjustment shall be made under this Clause 5 of the Commercial Framework for work under the Contract carried out after the Date for Practical Completion.

5.2 Bitumen

- a) The Contract Sum shall be subject to adjustment for variations in the cost of bitumen supplied by the Contractor in accordance with the following formula:

$D = (C - B) \times A$ where –

A = the quantity of bitumen supplied by the Contractor derived from:

- the calculation of residual bitumen at 15 degrees Celsius where the product is sprayed bituminous surfacing or a tack coat
- the approved design binder content where the product is asphalt (excluding Reclaimed Asphalt Pavement)
- the approved residual binder content where the product is a bituminous slurry surfacing
- where the binder is modified bitumen, the quantity shall be the quantity of manufactured polymer modified binder and
- the approved residual binder content where the product is foamed bitumen pavement.

B = the price of Class 170 bitumen on the 15th day of the month prior to the Time for Lodgement of Tenders.

C = the price of Class 170 bitumen on the 15th day of the month during which the work is performed.

D = the applicable cost adjustment for the relevant Claim for payment submitted under Clause 42 of the General Conditions of Contract.

- b) The price of Class 170 bitumen shall be the average general market price of Class 170 bitumen of all Queensland manufacturers.

5.3 Other adjustments

- a) Where the original Date for Practical Completion specified in the Tender Documents is greater than 730 days after the Date of Acceptance of Tender, in addition to adjustments under Clause 5.2, payments to the Contractor shall be subject to a cost adjustment to reflect variations in the cost of labour and materials in accordance with the following formula:

$$H = (0.85 \times (G - F) \times E) / F$$

where:

E = the value of the monthly payment certificate subject to rise and fall less:

- any variations or payments made under a Provisional Sum Item, that were based on actual cost or current prices and for which rise and fall payments do not apply
- any Daywork assessed using plant for which the Daywork rates were established during the Contract, and
- the assessed value of bitumen used in sprayed seals and asphalt for which a cost adjustment is payable under Clause 5.2.

F = the value of the Index for the quarter prior to the month in which the Contractor's Tender was lodged.

G = the value of the Index for the quarter prior to the month during which the work under the Contract is performed.

H = the applicable cost adjustment.

- b) For the purposes of this Clause 5.3 of the Commercial Framework, the 'Index' is the index of road and bridge construction (Australia) in Table 17 of catalogue 6427.0 (Producer Price Indexes, Australia) published quarterly by the Australian Bureau of Statistics.
- c) If at any time the Index is discontinued or modified, the Administrator shall request the Australian Bureau of Statistics to nominate the index or Authority which in its opinion is the most practical for the purposes of measuring any variation in costs during the performance of the Contract. The index or Authority nominated by the Australian Bureau of Statistics shall be adopted for the purposes of making the calculation under this Clause. If the Australian Bureau of Statistics fails to nominate an index or Authority which is practical for the purpose of measuring any variation in costs, then the amount of the cost adjustment shall be the amount determined by the Administrator acting reasonably.

Annexure C (Certification Functions of the Administrator) to the General Conditions of Contract



Queensland Government

C7833

Contract Number: CN-13712

Clause	Clause headings	Description of certification functions
21.5	Settlement of Claims	Certify against the joint account for the cost of reinstatement following an insurance claim.
33.5	Acceleration	Clause 33.5(a): determining whether to issue a direction for the Contractor to accelerate the performance of the work instead of granting an extension of time.
35.3	Separable Portions	If the Contract does not make provision for the amount of security applicable to a Separable Portion, the Administrator shall certify the value of the work under the Contract as the value of the Separable Portion bears to the value of the whole of the work under the Contract.
35.5	Extension of Time for Practical Completion	Within 20 Business Days after receipt of a claim for an extension of time, grant a reasonable extension of time.
40.5	Valuation	Where the Contract provides that a valuation be made under this Clause, the Administrator shall determine the appropriate value.
41	Daywork	Value the Daywork in accordance with Clause 41.
42.1	Payment Claims, Certificates, Calculations and Time for Payment	Within 10 Business Days of receipt of a payment claim issue to the Principal and the Contractor a payment certificate stating the amount of payment which is to be made by the Principal to the Contractor or by the Contractor to the Principal. Shall set out in the payment certificate the calculations used to arrive at the amount and reasons for any difference in the amount. May issue a payment certificate even if the Contractor fails to make a payment claim.
42.5	Certificate of Practical Completion	Issue to the Contractor and Principal a Certificate of Practical Completion certifying the Date of Practical Completion within 10 Business Days of receipt of a written request for a Certificate of Practical Completion or give the Contractor in writing the reasons for not issuing the Certificate. The Administrator may issue a Certificate of Practical Completion when of the opinion that Practical Completion has been reached, whether or not the Contractor requests it be issued.
42.8	Final Certificate	Issue to the Contractor and Principal a final payment certificate endorsed 'Final Certificate' within 10 Business Days of the later of the receipt of the Contractor's Final Payment Claim (or the expiration of time for its lodgement) and the Contractor having completed making good of defects.
44.6	Adjustment on Completion of the Work Taken Out of the Hand of the Contractor	Ascertain the costs incurred by the Principal in completing the work taken out of the Contractor's hands under clause 44.4(a) and issue a certificate certifying the amount of that cost.

Transport Infrastructure Contract

Tender Documents for Contract Number CN-13712

Part 5 – Additional Contract Requirements

C7836

Contract Number:

CN-13712

Checklist of applicable clauses

Further to Clause 99 of the General Conditions of Contract, the following additional clauses, if selected, shall apply under the Contract as if they were included in the General Conditions of Contract.

Number	Clauses	Yes	No
1	Independent Verifier	☐	☒
2	Use of explosives	☐	☒
3	Software licences	☒	☐
4	Bonus for early completion	☐	☒
5	Work on and adjacent to railways	☐	☒
6	<i>Queensland Building and Construction Commission Act 1991 (Qld)</i>	☒	☐
7	NOT USED		
8	Mandatory Milestones	☒	☐
9	Supply of digital Information disclaimer	☒	☐
10	Not used		
11	Traffic management	☒	☐
12	Care of the work and reinstatement of damage	☒	☐
13	Training – Indigenous component	☒	☐
14	Physical security of ITS infrastructure facilities	☒	☐
15	Training Policy – Additional requirements for Contract Sum >\$100 million	☒	☐
16	Indigenous Participation Framework	☒	☐
17	Drone service	☒	☐
99	Additional Clauses	☒	

Number	Notes (not meant to be comprehensive, seek advice if required)
1	Include this Clause if an Independent Verifier is used.
2	Include this Clause if blasting and explosives are involved.
3	Include this Clause if the Principal will be using software supplied by the Contractor.
4	Include this Clause if the Contractor is getting bonus for early completion of the Works.
5	Include this Clause if there is Works near railway.
6	Include this Clause if 'building work' as defined by the QBCC Act is being carried out.
7	Not used
8	Include this Clause if there is Mandatory Milestone. Note this is different to Separable Portion.
9	Include this Clause if 12D Design Strings and Digital Terrain Model (DTM) are provided.



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Contract Number:

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Number	Notes (not meant to be comprehensive, seek advice if required)	
10	Not used	
11	Include this Clause if there is excavation adjacent to road still being used by passing traffic.	
12	Include this Clause if 'heavy vehicle' is involved. Include this clause for road/bridge projects.	
13	Include this Clause if the Works are in an Indigenous community or a designed 'Indigenous Project'.	
14	Include this Clause if relevant (for example, ITS forming part of the Works).	
15	Include this Clause if Contract Sum is greater than \$100 million	
16	Include this Clause if Indigenous Participation Framework applies to this contract.	
17	Include this Clause if drone is to be engaged as part of this contract. Attached project specific specification.	
Clause Bank Supplement		
Clause 4	• If 'yes' is ☒ for Clause 4, please complete the following: • Bonus Amount = insert Bonus Amount • Bonus Completion Date = insert Bonus Completion Date • Eligible Works = insert Eligible Works	
Clause 8	If 'yes' is ☒ for Clause 8, please complete the following: • Mandatory Milestone = insert Mandatory Milestone • Milestone Completion Date = insert Milestone Completion Date • insert more Mandatory Milestone and Milestone Completion Date (if applicable)	



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Part A – Project-specific conditions

1 Independent Verifier

1.1 Independent Verifier

- (a) The Contractor shall engage a person (the independent verifier) who:
 - i. is acceptable to the Principal (acting reasonably), and
 - ii. has appropriate qualifications and experience.
- (b) To provide certificates in accordance with Clause 1.1(c) of the Clause Bank.
- (c) At the time of submission of Drawings and Specifications, in accordance with Clause 8.6.8 of the General Conditions of Contract or the Scope of Works and Technical Criteria (SWTC), the Contractor shall provide to the Principal five copies of a certificate from the Independent Verifier confirming that the Drawings and Specifications comply with the requirements of the Contract.
- (d) Without limiting Clause 8.6.8 of the General Conditions of Contract, the Contractor shall not commence construction of any part of the Works unless and until the certificates required under Clause 1.1(b) of the Clause Bank have been submitted for that part of the Works.

2 Use of explosives

2.1 Application

- (a) For the purposes of this Clause 2, 'the Act' shall be the *Explosives Act 1999 (Qld)*.
- (b) All work under the Contract which involves the use of explosives shall conform to the requirements of this Clause 2.

2.2 Compliance with laws and standards

- (a) When using and handling explosives, the Contractor shall comply with the provisions of:
 - i. the Act and subordinate legislation
 - ii. the relevant local government By-laws (the By-laws)
 - iii. the current Standards Australia explosives standards, with the exception that parallel, parallel-series and series-parallel electric circuits shall not be used, and
 - iv. the National Association of Australian State Road Authorities (now Austroads) publication, *Explosives in Roadworks – Users' Guide* for guidance when developing explosive work procedures and processes.
- (b) Where there is any ambiguity, discrepancy or inconsistency between the documents listed in paragraphs (a)(i) to (iv) of Clause 2.2 of the Clause Bank, the higher in the list shall be given the higher priority.



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2.3 Contact with authorities

The Contractor shall contact the responsible Authority in order to ascertain its requirements in relation to the following matters in connection with the use of explosives:

- (a) permit requirements
- (b) permitted hours of blasting
- (c) prohibited methods of blasting
- (d) the type and maximum amount of explosive per blast
- (e) supervision requirements
- (f) flyrock control
- (g) traffic control
- (h) safety requirements
- (i) misfire procedure, and
- (j) Public liability insurance requirements.

2.4 Times for blasting

The Contractor shall not, without prior written approval of the Administrator, carry out any blasting before 7:30 am or after 5:00 pm Monday to Friday or at any time on Saturdays, Sundays and public holidays. This restriction shall apply irrespective of any extensions to the above times and days permitted by the By-Laws.

2.5 Traffic management

- (a) Where the public will be permitted to pass through the blasting site, the Contractor shall prepare a Traffic Management Plan in accordance with Clause 15.5 of the General Conditions of Contract and include in that Traffic Management Plan:
 - i. a traffic guidance scheme to be implemented during blasting operations, and
 - ii. provision for emergency vehicles.
- (b) No blasting operations shall be carried out until the Administrator has given a direction under the provisions of Clause 8.5 of the General Conditions of Contract that the Traffic Management Plan is suitable.
- (c) Traffic shall be permitted to be stopped to allow for blasting operations on the following conditions:
 - i. traffic shall only be stopped under Police control, and
 - ii. the first vehicle stopped shall not be delayed for longer than 10 minutes, except in the case of a misfire or where Police decide to delay the traffic for safety reasons.



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2.6 Environment

The Contractor shall:

- (a) provide for the measurement of vibration and air blast at three separate locations at each blasting site
- (b) minimise the effect of blasting by:
 - i. using the lowest charge appropriate to the task
 - ii. reducing the number of holes fired on the same delay
 - iii. delaying secondary blasts
 - iv. reducing the maximum instantaneous charge by using delays with sequential timing
 - v. optimising the length of sub-drilling by obtaining air blast and vibration data from the Site
 - vi. stemming blast holes with suitable material
 - vii. using low energy detonating cord, and
 - viii. taking into account the matters set out in Clause 9.4.6 of the National Association of Australian State Road Authorities publication, *Explosives in Roadworks – User Guide* in relation to minimising the effect of noise and airborne shock waves.

2.7 Safety precautions

- (a) The Contractor shall take all precautions necessary to prevent injury to persons and/or damage to property occurring as a result of the use of explosives.
- (b) The Contractor shall implement a procedure for dealing with a blasting accident.

2.8 Blasting mats

The Contractor shall employ blasting mats for all blasting operations.

2.9 Reporting

- (a) The Contractor shall provide to the Administrator on a weekly basis a record of all blasting operations carried out on Site during the preceding week.
- (b) The report required under Clause 2.9(a) of the Clause Bank shall include details of:
 - i. the date, time and location of the blast
 - ii. the blast design and actual charges used
 - iii. the measurement of vibration and air blast at all recorders
 - iv. any breach of safety or misfires, and
 - v. any other information considered necessary by the Administrator.

2.10 Hold Point

In the event of any single misfire event, blasting accident, delay to traffic of more than the period allowed under the Contract or if the performance criteria for construction noise, vibration or air quality which relate directly to blasting activities on Site are exceeded, the Contractor shall immediately cease blasting activities until such time as the Administrator has investigated the incident and provides the Contractor with permission to proceed.



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2.11 Personnel

The Contractor shall, at all times during blasting operations, employ on the blasting site the necessary experienced personnel required by the Act.

3 Software licences

Without limiting anything in Clauses 8.6 or 13 of the General Conditions of Contract, the Contractor shall ensure that the Principal obtains (whether by way of assignment or otherwise), a licence enabling the Principal to use any computer software supplied to it under or in connection with the Contract (whether it be proprietary software or software created, customised, modified or extended under or for the purposes of the Contract).

4 Bonus for early completion

- (a) In this Clause 4:
 - i. 'bonus amount' means the amount nominated in the Clause Bank Supplement which represents the bonus payment available for early completion of eligible Works
 - ii. 'bonus completion date' means the date nominated in the Clause Bank Supplement which represents the latest date by which the Contractor shall complete any eligible Works in order to claim the bonus amount
 - iii. 'eligible Works' means the description of the relevant part of the Works nominated in the Clause Bank Supplement to be the subject of a bonus for early completion.
- (b) Notwithstanding any other requirements of the General Conditions of Contract, the Contractor shall be entitled to a bonus amount for achieving Practical Completion of any eligible Works by the bonus completion date.
- (c) Under no circumstances will the bonus completion date be extended during the Contract.
- (d) The Contractor shall have no Claim against the Principal for any loss of the bonus amount or for any compensation for loss of the opportunity to receive the bonus amount where a breach, act or omission of the Principal or the Administrator or their agents or employees prevents the Contractor from bringing the eligible Works to Practical Completion by the bonus completion date.
- (e) Notwithstanding any other requirements of the General Conditions of Contract, any bonus amount payable to the Contractor shall not be subject to any adjustment pursuant to the Commercial Framework.



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5 Work on and adjacent to railways

- (a) The Contractor shall comply with all requirements, conditions and directions of Queensland Rail in carrying out work on, over or adjacent to, any railway line and obtain any approvals or licenses required for such work.
- (b) The Contractor shall procure any:
 - i. track possessions
 - ii. track isolations, and
 - iii. access to railway land
 necessary for the construction of the Works.
- (c) The Contractor indemnifies the Principal in respect of any Claim made by or liability to Queensland Rail arising out of or in connection with:
 - i. the performance of work on, over or near the railway lines, and
 - ii. the procurement or utilisation of a track possession or track isolation (including any postponement, improper use or delay in relinquishing such tracks to Queensland Rail).

6 Queensland Building and Construction Commission Act 1991 (Qld)

6.1 Amount of security under the QBCC Act

- (a) The parties acknowledge that their rights and obligations under the Contract are subject to the provisions of the *Queensland Building and Construction Commission Act 1991 (Qld)* (QBCC Act) to the extent they apply, and where there is any inconsistency between the Contract and the QBCC Act, the QBCC Act prevails to the extent necessary to avoid the inconsistencies.
- (b) The parties acknowledge that (unless the parties expressly agree otherwise) under the QBCC Act to the extent that it applies, Section 67K(2) of the QBCC Act makes this Contract subject to a condition that at any time before Practical Completion the total of all security held by the Principal under the Contract (other than those referred to in Section 67K(3) of the QBCC Act) is not to exceed 5% of the Contract Sum which under the QBCC Act includes adjustments for variations).
- (c) The parties acknowledge that under the QBCC Act, by initialling the Contract in the space provided below, the parties have expressly agreed that the Contract is not subject to the conditions imposed by the above sections and explained above.

Parties to Initial

Principal's initials

Contractor's initials

- d) Despite the terms of Clause 5.6 of the General Conditions of Contract, the parties acknowledge that the Principal must comply with the requirements of Section 67J of the QBCC Act in relation to having recourse to security.

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6.2 Certificates and payments

- (i) Clause 42.1 of the General Conditions of Contract is amended by deleting Clause 42.1.2(a) and replacing it with the following:
 - 'a) *Within 10 Business Days after receipt of a payment Claim, the Administrator shall issue to the Principal and to the Contractor a payment certificate setting out:*
 - i. *the amount of the payment which, in the opinion of the Administrator, is to be made by the Principal to the Contractor or by the Contractor to the Principal and*
 - ii. *the calculations employed to arrive at the amount and, if the amount is more or less than the amount claimed by the Contractor, the reasons for the difference* '
- (ii) Clause 42.1 of the General Conditions of Contract is amended by deleting Clause 42.1.3(a) and replacing it with the following:
 - '(a) *Subject to the provisions of the Contract, within 15 Business Days after receipt by the Administrator of a payment Claim in accordance with Clause 42.1.1, provided that the requirements of Clause 42.1.2(e) have been met, the Principal shall pay to the Contractor or the Contractor shall pay to the Principal, as the case may be, an amount not less than the amount shown in the payment certificate as due to the Contractor or to the Principal as the case may be, or if no payment certificate has been issued, the Principal shall pay the amount of the Contractor's Claim.*
- (iii) Despite anything in the General Conditions of Contract to the contrary, for the purpose of Clause 42 of the General Conditions of Contract only, the term 'Business Day' shall have the meaning given to that term under the *Acts Interpretation Act 1901* (Cth).

6.3 Interest on overdue payments

- a) Clause 42.9 is amended by deleting the final two sentences and replacing with:
 - '*The rate of interest shall be calculated pursuant to Section 67P(3)(a) of the QBCC Act.*'
- b) Item 41E shall not apply to this Contract.

6.4 Non-conforming building products

- a) In this clause, the terms 'person in the chain of responsibility', 'building product', 'Minister', 'non-conforming building product' and 'required information' each have the respective meanings given to those terms in the QBCC Act.
- b) The Contractor acknowledges that, to the extent that the Contractor is a person in the chain of responsibility, it has obligations under Part 6AA of the QBCC Act in relation to non-conforming building products and:
 - i. warrants that no building products incorporated into the Works are non-conforming building products or the subject of a warning statement issued by the Minister
 - ii. must ensure that it, and its subcontractors, provide all required information for a building product incorporated into the Works to the Administrator upon installation of the building product into the Works
 - iii. must provide the Administrator with copies of all notices (including warning statements) issued and received in relation to the Works pursuant to the QBCC Act within 48 hours of dispatch or receipt by the Contractor of the relevant notice



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- iv. agrees to provide all required information and any other information relevant to a building product to the Principal and the Administrator within the timeframes requested by the Principal or the Administrator, and
- v. indemnifies and shall keep indemnified the Principal against all loss, costs, liabilities, claims, damages or expense caused or contributed to any breach of its obligations under this Clause 6.4, or by any failure of the Contractor to comply with its obligations under the QBCC Act in relation to building products.
- c) If the Contractor installs a building product without the required information, the Principal will be entitled to do either of the following in its sole and absolute discretion:
 - i. request the required information from the Contractor, in which case the Contractor will provide the required information as soon as reasonably practicable, or
 - ii. direct the Contractor to remove the building product from the Works and replaced with a building product that is not non-conforming pursuant to Clause 37 of the General Conditions of Contract.
- d) The Contractor shall, as a precondition to achieving Practical Completion, provide to the Principal and the Administrator a signed statutory declaration confirming that all required information has been obtained and provided to the Principal and the Administrator and that no non-conforming building products have been installed or incorporated into the Works.
- e) The Contractor shall indemnify and shall keep indemnified the Principal against any cost, loss, expense, liability, claim, or damage suffered or incurred by the Principal due to a building product incorporated into the Works being recalled or identified as a non-conforming building product.
- f) For the avoidance of doubt, the indemnities contained in this Clause 6.4 survive the termination, cancellation, completion, expiration or otherwise merging of this Contract.

7 Not used

8 Mandatory Milestones

- (a) The Principal may require that defined sections of the work under the Contract (Mandatory Milestones) be completed by dates which are earlier than the Date for Practical Completion (Milestone Completion Date). Mandatory Milestones are not Separable Portions.
- (b) The Mandatory Milestones, together with the relevant Milestone Completion Date, applicable to this Contract are nominated in the Clause Bank Supplement.
- (c) The Contractor shall include specific activities for all Mandatory Milestones in its Construction Program, submitted in accordance with Clause 33.4 of the General Conditions of Contract, and the completion dates for such activities shall be no later than the Milestone Completion Dates specified in Clause 8(b) of the Clause Bank.
- (d) A Construction Program will not be deemed suitable unless all Mandatory Milestones have been included in accordance with Clause 8(c) of the Clause Bank.

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- (e) Without limiting or affecting the general operation of Clause 35.5 of the General Conditions of Contract, Clause 35.5 shall also apply to each Mandatory Milestone as though:
 - i. the expression 'the work under the Contract' in Clause 35.5 was a reference to each Mandatory Milestone
 - ii. the expressions 'time for Practical Completion' and 'Date for Practical Completion' were references to each Milestone Completion Date, and
 - iii. the expression 'Practical Completion' in Clause 35.5 was a reference to completion of a Mandatory Milestone.
- (f) A Milestone Completion Date will not be extended except where the Contractor has complied with Clause 35.5 (as it applies to Mandatory Milestones) and is entitled to such an extension under that Clause 35.5.
- (g) For the avoidance of doubt:
 - i. without limiting or affecting the general operation of Clauses 35.6, 36, 37 and 42.5 of the General Conditions of Contract, these Clauses do not apply separately to Mandatory Milestones or to extensions of the Milestone Completion Dates
 - ii. the Contractor is not obliged to give possession of a Mandatory Milestone to the Principal upon completion of the Mandatory Milestone and the Principal is not obliged to take possession of a Mandatory Milestone at that time
 - iii. the date of completion of any Mandatory Milestone is not to be regarded as the Date of Practical Completion for the purposes of any provision of the Contract, and
 - iv. the extension of a Milestone Completion Date does not necessarily mean that the Date for Practical Completion of the whole of the work under the Contract will be extended.
- (h) Without prejudice to any other power, right or remedy of the Principal or the Administrator, if the Contractor fails to complete a Mandatory Milestone by the Milestone Completion Date, the Administrator may:
 - i. where the Principal has already paid for part of the work comprised in the Mandatory Milestone, deduct the amounts paid when calculating further payment certificates due after the Milestone Completion Date and withhold those amounts from payment certificates until such time as the Mandatory Milestone is completed, and
 - ii. not include any other amounts for the work comprised in the Mandatory Milestone in any payment certificates until such time as the Mandatory Milestone is completed.
- (i) The value of the work comprised in a Mandatory Milestone shall be a reasonable amount determined by the Administrator.

9 Supply of digital information disclaimer

For the convenience of Tenderers/Contractors the Principal has provided Digital Information namely, the 12D Design Strings and/or the Digital Terrain Model (DTM).

Under the conditions of providing this data, the Principal acknowledges to the Tenderers/Contractors the following terms and conditions:

- (a) This Digital Information is only provided for the Tenderer's/Contractor's internal consideration and use.
- (b) This Digital Information may not be a true, accurate, current or certified representation of the corresponding hard copy document.



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- (c) The hard copy documents take precedence over any corresponding Digital Information.
- (d) Translation of the Digital Information to another format may result in loss of information and/or other inaccuracies.
- (e) The Principal is not responsible for any errors or omissions in or any misuse or misinterpretation of the Digital Information.
- (f) The Digital Information is not to be used for the preparation of other design Drawings.
- (g) The Digital Information shall only be used for information purposes only.
- (h) Only the approved hardcopy format Drawings and documents received from the Principal shall be relied upon, and
- (i) The Digital Information (or any part thereof) shall not be provided to any other parties without the Principal's express written consent (which the Principal may withhold in its sole and absolute discretion).

In electing to utilise this information, the Tenderer/Contractor indemnifies, releases and holds the Principal harmless from and against all Claims, loss, expense and liability, both direct and indirect, of whatsoever nature and however arising from or in connection with the Digital Information and any electronic or physical corruption to computer-generated or electronically remitted information, software or hardware associated with the use, dissemination or receipt of the Digital Information.

The Principal makes no warranty or representation of any kind, either expressed or implied, including (without limitation) any warranty of merchantability or fitness for purpose in relation to the Digital Information (or any part thereof including metadata) or software or hardware associated with the use, dissemination or receipt of the Digital Information.

Part B – Road specific conditions

10 Not used

11 Traffic management

11.1 Notification of traffic changes

The Contractor shall:

- (a) Give the Administrator a minimum of 10 Business Days' written notice of changes in traffic movements necessary for the performance of work under the Contract.
- (b) Be responsible for obtaining approval from the relevant Authority for road closures or traffic changes which affect it.

11.2 Public notification

- (a) The Contractor shall ensure it disseminates information to the community regarding the nature and impact of the work under the Contract, including by:
 - i. publicly advertising changes to normal traffic movements and of any possible disruptions, and
 - ii. providing the community with as much notice as possible of changes or disruptions (but it shall not be less than 48 hours).
- (b) The Contractor shall obtain the agreement of the Administrator as to the extent and nature of all publicity prior to implementation. The Principal reserves the right to take control of and/or to

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incorporate publicity proposals by the Contractor into any project publicity arranged directly by the Principal.

12 Care of the work and reinstatement of damage

12.1 Amendments to the General Conditions of Contract

- (a) Clause 16 of the General Conditions of Contract is amended by inserting the words 'except to the extent specified in Clause 12.4(c) of the Clause Bank' at the beginning of paragraph (a) of Clause 16.3.
- (b) Clause 44.2 of the General Conditions of Contract is amended by including the following new paragraph (xviv):

'(xviv) failing to comply with Clause 12.2 of the Clause Bank.'

12.2 Vehicles with excess axle loads within the Site

- (a) The Contractor shall:
 - i. only use or operate vehicles with excess axle loads for constructing sections of embankment and provided such vehicles are loaded within the Site only
 - ii. not use or operate vehicles with excess axle loads along or across any existing pavement or over any concrete structure without the prior approval of the Administrator in writing
 - iii. exercise caution in relation to the use or operation of vehicles with excess axle loads over drainage or other structures
 - iv. not use or operate vehicles with excess axle loads on sections of road under construction once trimming of the subgrade is complete, and
 - v. make good any damage which, in the opinion of the Administrator, has resulted from the operation of vehicles with excess axle loads.
- (b) Nothing in this Clause 12.2 shall in any way limit or exclude the Contractor's obligations or liabilities under the Contract.

12.3 Protection of bituminous surfaces

The Contractor shall not carry out any of the following activities on any bituminous surface, including asphalt, or on any other surface on which bitumen is to be placed:

- (a) the refuelling of plant
- (b) the use of plant or equipment which leaks fuel or oil
- (c) the mixing of cutter or flux oils with bitumen, or
- (d) any other activity which may result in the spillage of any solvent.

12.4 Maintenance of existing and completed Works

- (a) From the Date of Acceptance of Tender up to the Date of Practical Completion, the Contractor shall carry out the following maintenance activities:
 - i. maintain existing and new Site vegetation and plantings, including grassed areas by, without limitation, watering, weeding, mulching, spraying and fertilising
 - ii. mow any grassed areas within the Site within five Business Days of the height of such grass exceeding 200 mm and trim any trees or shrubs likely to cause a safety problem for road users



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- iii. ensure that all culverts, channels, table drains, catch drains and other waterways and subsoil drains within the Site are kept clear of any obstructions
 - iv. maintain the existing pavement within the Site to no lesser standard than that existing at the time possession of the Site was granted to the Contractor and ensure its safety for all road users
 - v. maintain the completed pavement that is part of the Works
 - vi. maintain existing and new route, ramp and intersection lighting within the Site, and
 - vii. maintain pavement markings within the Site.
- (b) Where specific maintenance activities are specified elsewhere under the Contract, the provisions of those specific requirements shall take precedence over the maintenance activities described in Clause 12.4(a) of the Clause Bank.
- (c) The Contractor shall not be responsible for repairs to road infrastructure required because of collateral road crash damage or vandalism.
- (d) Notwithstanding the provisions of Clause 44 of the General Conditions of Contract, if the Contractor fails to comply with any obligation imposed on the Contractor by this Clause 12.4, the Administrator may, after the Administrator has given reasonable notice in writing to the Contractor, have the maintenance work carried out by other persons and the reasonable cost incurred by the Principal in having the work so carried out may be recovered by the Principal as a debt due from the Contractor to the Principal. The rights given by this Special Condition 12.4(d) are in addition to and without prejudice to any other right or remedy.

13 Training – Indigenous component

This Clause is to be read in conjunction with Clause 29.3, Training Requirements, within the General Conditions of Contract.

For the purposes of this Clause:

- (a) 'Aboriginal or Torres Strait Islander' means a person of Aboriginal or Torres Strait Islander descent who identifies as an Aboriginal or Torres Strait Islander and is accepted as such by the community in which he or she lives.
- (b) 'DATSIP' means the Department of Aboriginal and Torres Strait Islander Partnerships.
- (c) 'Indigenous Economic Opportunities (IEO) Overview' means a document produced by the Principal and included within the Tender Documents to guide the Contractor with the preparation of the 'Indigenous Economic Opportunities Plan' that complies with the requirements of the Training Policy.
- (d) 'Indigenous Economic Opportunities (IEO) Plan' means a plan that complies with the requirements of the Training Policy (template available via www.training.qld.gov.au/trainingpolicy) agreed to and signed by:
 - i. the Contractor
 - ii. the Principal, and
 - iii. the relevant Aboriginal or Torres Strait Islander council or Authority or where there is no relevant Aboriginal and Torres Strait Islander council or Authority, DATSIP.

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(e) 'Indigenous Project' means:

- i. an Eligible Project located in an Aboriginal or Torres Strait Islander community, or in the township of Weipa, or
- ii. an Eligible Project located in a part of Queensland not referred to in paragraph (a) of this definition that is selected as an Indigenous Project by Queensland Government agencies or by the Director General of DATSIP

as further detailed in the Training Policy.

Compliance with Training Policy

Where the work under the Contract constitutes an Indigenous Project, the Contractor must, in addition to the requirements set out in Clause 29.3 Training Requirements, of the General Conditions of Contract:

1. Within 10 Business Days of the Date of Acceptance of Tender submit to DESBT via the TPAS, with a copy to the Administrator, a completed Indigenous Economic Opportunities Plan. This plan to be agreed and signed off by the Contractor, the Principal and an executive representative of the Aboriginal and Torres Strait Islander council or authority (Mayor / CEO).
2. Ensure that Aboriginal and Torres Strait Islander Apprentices and/or Trainees, and local Aboriginal and Torres Strait Islander workers, work the Deemed Hours applicable to the work under the Contract as set out in the Training Policy.
3. The Contractor must ensure, in addition to the requirements set out in this Clause, compliance with the Indigenous Economic Opportunities Plan such that 3% of the Contract Sum for building Works and 1.5% for civil construction Works (or as agreed following Tender approval) is allocated toward the agreed Indigenous Economic Opportunities Plan in carrying out the work under the Contract, and
4. Within 15 Business Days of the Date of Practical Completion, or if there is more than one the last occurring Date of Practical Completion, submit to DESBT via the TPAS, with a copy to the Principal's Representative, the achievement of outcomes against the Indigenous Economic Opportunities Plan in accordance with the Training Policy. The Contractor, the Principal and an executive representative of the Aboriginal and Torres Strait Islander council or authority (Mayor / CEO) review and sign off on the achievement of outcomes against the agreed IEO Plan. Where there is no council or authority, DATSIP will accept responsibility for negotiating sign off.

The Contractor acknowledges that failure to comply in part or in whole with the requirements of the Training Policy will be a substantive factor that will be taken into account in the process of awarding future Contracts to the Contractor by the Principal.

14 Physical security of ITS infrastructure facilities

Where the Contractor is required to install, maintain or otherwise access Intelligent Transportation System (ITS) and road lighting facility cabinets, including, but not limited to, traffic signal controller cabinets, ITS communications cabinets, electrical switchboards, dynamic signs or other control devices, the Contractor shall ensure that the facilities are physically secure.

Where the Principal has provided keys to the Contractor for use in accessing the facilities, the Contractor shall return the keys when required or at the completion of the Contract. Where keys have been lost or the Contractor fails to return the keys, the Principal may deduct the cost of the keys from the Contract.

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Deductions shall be for the total replacement costs of the keys, including labour and materials. Where the keys and locks are electronic, the replacement costs shall include the reprogramming of the keys and locks.

15 Training Policy for Contract Sum greater than \$100 million

Clause 29.3 of the General Conditions of Contract is amended by deleting Clause 29.3(c) and replacing it with the following:

- 'c) For eligible projects with a Contract Sum of \$100 million or greater, the Contractor, in its execution of the Work Under the Contract, shall:
- i. employ on the Site, either directly or indirectly through Subcontractors, apprentices and trainees, or
 - ii. employ on the Site, either directly or indirectly through Subcontractors, apprentices and trainees and upskill workers employed on the Site

The deemed hours for the training policy will be determined by the Contract Sum multiplied by 0.045 percent for civil construction projects'

16 Indigenous Participation Framework

The Contractor shall monitor their work on a regular basis such that the 'indigenous participation target' ('employment component', 'supplier-use component') and other requirements are met. The Principal is not obliged to assist the Contractor in any way to achieve this compliance.

The Contractor shall submit compliance reports to the Administrator every month until Practical Completion is reached. The 'Contractor Indigenous Participation Compliance and Reporting' template shall be used.

The Contractor shall complete all parts of the report to be submitted monthly and include all supporting evidence to include but not limited to confirmation of indigeneity. The Administrator may request further clarification and the Contractor shall comply.

Failure by the Contractor to meet the above requirements may be deemed as a substantial breach under Clause 44.2(xviii) of the General Conditions of Contract.

17 Drone Service Engagement

The Principal shall review the information on the departmental intranet site and provide relevant information to the Contractor.

<https://intranet.tmr.qld.gov.au/teams/drones/Pages/default.aspx>

The Contractor shall ensure the drone pilot reviews all information provided, including the *Queensland Government Drones Use Policy* and ensures the proposed flight complies with the Civil Aviation Safety Regulation (CASR Part 101 – Unmanned aircraft and rockets) related to Remotely Piloted Aircraft Systems.

The Contractor shall ensure the drone pilot complete and sign the RPA / drone operations checklist and obtain signatures of the Principal's Representative and District Director (or equivalent) prior to flying the drone. Failure to comply may be considered a substantial breach under the contract.



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99 Additional Clauses

99.1 Compliance with the Queensland Procurement Policy (QPP)

Local Business Participation.

The Principal expects the Contractor to support local businesses by sourcing equipment, materials and services from suppliers based locally to the Project. The Contractor shall give, and shall ensure that its subcontractors give, local subcontractors, vendors and suppliers a full, fair and reasonable opportunity to supply labour, services, materials, plant, machinery, equipment and other items for the Works. "Local" is defined by the Queensland Procurement Policy (QPP).

In addition to the reporting requirements stipulated in Clause 14.8 (ii) of the General Conditions of Contract, the Contractor shall compile and submit a report monthly, to the Principal via email address [REDACTED] with a copy to the Administrator, using the Project Outcome Reporting template (template available at <https://www.tmr.qld.gov.au/business-industry/Technical-standards-publications/Infrastructure-Contract/Transport-Infrastructure-Contract/TIC-Construct-Only>). This monthly report shall contain data relevant to the work completed up to and including the month (cumulative) to which the Contractor's progress claim relates, identifying businesses meeting the local requirements of the QPP.

99.2 Best Practice Principles

For eligible projects with a Contract Sum of \$100 million or greater, the Contractor shall fulfil the commitments made in its offer/tender in respect of the best practice principles as part of the Queensland Procurement Policy. For further information, refer to the following link, <http://www.hpw.qld.gov.au/SiteCollectionDocuments/QualitySafeWorkplaces.pdf>

99.3 The Ethical Supplier Threshold and Ethical Supplier Mandate

- a) In this clause 99.3,
 - a. Ethical Supplier Mandate means the Queensland Government policy titled 'Ethical Supplier Mandate' or any policy that replaces that policy;
 - b. Ethical Supplier Threshold means the Ethical Supplier Threshold in paragraph 2.3 of the Queensland Procurement Policy;
 - c. 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
 - d. QPP Compliance Unit means the Queensland Procurement Policy (QPP) Compliance Unit, Office of the Chief Advisor – Procurement, Department of Housing and Public Works.
- b) The Contractor shall comply with the Ethical Supplier Threshold.
- c) The Principal may obtain information about the Contractor relevant to the Contractor's compliance with clause 99.3(b) that may be held by the QPP Compliance Unit or any Government Department or Instrumentality and take the information into account in assessing the offer.
- d) 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.

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- e) Failing to comply with the requirements of this clause 99.3(b) is a substantial breach of Contract for the purpose of Clause 44.2(a) and (b)(xviii) of the General Conditions of Contract.

99.4 Contract Plan- Construction Digital Engineering Execution Plan

Clause 33.3.1 (b) of the General Conditions of Contract is amended by inserting the following clause:

viii Construction Digital Engineering Execution Plan (CDEEP).

The CDEEP must at a minimum address:

- Model protocols, collaboration and co-ordination procedures
- Quality control
- Software adopted
- As-constructed model structure and naming
- Model deliverables and proposed workflows

The CDEEP must comply with the requirements of the following documents:

- the Design Digital Engineering Execution Plan (DDEEP) (included in Part 7 of this Contract)
- the NATSPEC National BIM Guide (as amended from time to time)
- any Guideline issued by TMR on BIM, including the current 'Building Information Modelling (BIM) for Transport and Main Roads' dated May 2017, and
- any BIM policy issued by the Queensland Government, including the current 'Building Information Modelling – draft policy and principles for Queensland' dated February 2017.

99.5 Order of precedence documents

Clause 8.1 (b) of the General Conditions of Contract shall be deleted and replaced with the following:

Unless otherwise expressly stated in the Formal Instrument of Agreement or the Letter of Acceptance (as the case may be) or in a version of Form C7871 attached to the Formal Instrument of Agreement or Letter of Acceptance, the following order of precedence shall apply where there is any ambiguity, discrepancy or inconsistency between the documents comprising the Contract, with the higher in the list having a higher priority:

- i. Formal Instrument of Agreement
- ii. Letter of Acceptance, including any post-Tender correspondences and the Schedule of Deviations (if applicable) listed or referred to in the Letter of Acceptance
- iii. Notices to Tenderers
- iv. Special Conditions of Contract (Annexure D to these General Conditions of Contract) if any
- v. these General Conditions of Contract, including:
 - a) Annexure A (Contract Details)
 - b) Annexure B (Commercial Framework)
 - c) Annexure C (Certification Functions of the Administrator), and

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- d) Clause Bank (C7836)
- vi. Project Specific Specifications including MRTS Annexures
- vii Project Specific Drawings
- viii Design Models referred to in the Design Digital Engineering Execution Plan (DDEEP) and issued under the Contract as Binding
- x. Standard Specifications
- xi. Standard Drawings
- xii. Conditions of Tendering and Annexure
- xiii. Completed Tender Form and Tender Schedules
- xiv. Other Contract Documents

99.6 Setting out the Works

Clause 28.1(b) of the General Conditions of Contract shall be deleted and replaced with the following:

Setting out of all control lines and associated survey lines shown on the Drawings or in Design Models referred to on drawings and issued under the Contract as Binding, or necessary for the setting out of the Work Under the Contract is the responsibility of the Contractor. Any existing survey lines on the Site or existing survey marks not listed in Item 28A shall not be relied upon by the Contractor. Where the Contractor establishes additional survey marks, full details of such marks shall be submitted to the Administrator.

99.7 Supply of Digital Information

99.7.1 Supply of Digital Information disclaimer

For the convenience of the Contractor the Principal has provided Digital Information namely, the Design Model(s), Utilities Model, Federated Model and/or the Digital Terrain Model (DTM).

Under the conditions of providing this data, the Contractor acknowledges to the Principal its acceptance of the following terms and conditions:

- a. This Digital Information is only provided for the Contractor's internal consideration and use.
- b. The hard copy documents take precedence over any corresponding Digital Information.
- c. Translation of the Digital Information to another format may result in loss of information and/or other inaccuracies.
- d. The Principal is not responsible for any errors or omissions in or any misuse or misinterpretation of the Digital Information.
- e. The Digital Information is not to be used for the preparation of other design Drawings.
- f. The Digital Information shall only be used for its defined status only, refer Clause 99.2.2
- g. Only the approved hardcopy format Drawings, Digital Information issued under the Contract as Binding and documents received from the Principal shall be relied upon, and



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h. The Digital Information (or any part thereof) shall not be provided to any other parties without the Principal's express written consent (which the Principal may withhold in its sole and absolute discretion).

In electing to utilise this information, the Contractor indemnifies, releases and holds the Principal harmless from and against all Claims, loss, expense and liability, both direct and indirect, of whatsoever nature and however arising from or in connection with the Digital Information and any electronic or physical corruption to computer-generated or electronically remitted information, software or hardware associated with the use, dissemination or receipt of the Digital Information.

The Principal makes no warranty or representation of any kind, either expressed or implied, including (without limitation) any warranty of merchantability or fitness for purpose in relation to the Digital Information (or any part thereof including metadata) or software or hardware associated with the use, dissemination or receipt of the Digital Information.

99.7.2 Status of Digital Information supplied under the Contract

The following definitions are used to define the status of Design Models:

- (a) **Binding:** imposing a legal (contractual) obligation between the Principal and the Contractor. Used in this context to mean a Design Model that represents what has to be constructed under the terms of the Contract.
- (b) **Informational:** a Design Model that conveys non-binding information relevant to the Contract that may be useful to the Contractor. No formal claims are made about its accuracy and it is provided on an 'as is' basis.
- (c) **Reference:** a Design Model that is intended to be used for 'read-only' purposes such as recording model development at different stages of the Contract or clash detection. Once Design Models are designated 'Reference', they shall not be edited further. Reference Design Models can be used as the basis for bid preparation but do not form part of the Contract documents. A model has to be designated 'Binding' for this purpose. Reference models shall be sufficiently accurate for their intended purpose.
- (d) **Reuse:** a Design Model authorised by its authors for modification or further development by its recipients.

99.8 Schedule D – Interactive Process

The Principal's Representative may request one or more meetings with the tenderer with the highest ranked tender with a view to understand the context and intent of the highest ranked tenderer's offer.

As part of the interactive process, the Principal's Representative may consider the following matters as part of the tender award process:

- (a) The key intent and outcomes of the KRA's as they generally and/or specifically relate to the Project;
- (b) The information provided in the offer provided by the highest ranked tenderer;
- (c) The funding considerations (including impacts and constraints) to successfully deliver the Project;
- (d) Any other relevant matter at the sole discretion of the Principal's Representative.



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Following the interactive process in relation to the non-price criteria and Provisional Sums (in response to the KRAs), and following satisfaction of the Principal's Representative, the preferred tenderer will be recommended as the Best Tender as defined in the Clause 7.5.2 of the TIPDS Volume 2.

The agreed Provisional Sums of the Best Tender will be referred as Schedule (Part Number) D in C7810M Schedules as defined in General Conditions of Contract.

Standard Document List – C7825

Infrastructure Contract

July 2021

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1 Documents included by reference

The documents specifically referenced in the Standard Documents List by the method stated in Clauses 2 and 3 shall be deemed to be incorporated in the Tender Documents and are termed 'Included Documents'. The provisions of Included Documents shall apply to the Contract.

Complete copies of all Included Documents will be incorporated into the Contract Documents for the Contract prepared by the Principal for execution by the Contractor.

2 Specifications

The Specifications which are included in the Transport and Main Roads Specification Manual, published by the Department of Transport and Main Roads, are listed in Table 1.

Those Specifications marked with 'Yes' in the 'Included Document' column of Table 1 are deemed to be Included Documents.

3 Standard Drawings

The Standard Drawings which are included in the Standard Drawings Roads Manual, published by the Department of Main Roads, are listed in Table 2.

Those Standard Drawings marked with a 'Yes' in the 'Included Document' column of Table 2 are deemed to be Included Documents.

4 Annexures to Specifications

Many of the Specifications referred to in Clause 2 incorporate an Annexure which contains information specific to the Contract.

Annexures to those Specifications marked with a 'Yes' in the 'Annexure Included' column of Table 1 are deemed to apply to the Contract and are included in this section of the Tender Documents (Part 6) following this form C7825.

Any Annexure to the Specifications included in the Tender Documents shall form part of the Contract.

Table 1 – List of Specifications

Identification Number	Title	Version	Included Document	Appendices Included	Annexure Included
MRS01	Introduction to Specifications	03/21	✓		
MRTS01	Introduction to Technical Specifications	03/21	✓		✓
MRS02	Provision for Traffic	03/21	✓		
MRTS02	Provision for Traffic	03/21	✓		✓
MRS03	Drainage, Retaining Structures and Embankment Slope Protections	07/21	✓		
MRTS03	Drainage, Retaining Structures and Embankment Slope Protections	07/21	✓		✓
MRS04	General Earthworks	11/20	✓		✓
MRTS04	General Earthworks	11/20	✓		✓
MRS05	Unbound Pavements	11/20	✓		✓
MRTS05	Unbound Pavements	11/20	✓		✓
MRS06	Reinforced Soil Structures	11/18			
MRTS06	Reinforced Soil Structures	11/18			
MRS07A	Insitu Stabilised Subgrades using Quicklime or Hydrated Lime	07/21			
MRTS07A	Insitu Stabilised Subgrades using Quicklime or Hydrated Lime	07/21			
MRS07B	Insitu Stabilised Pavements using Cement or Cementitious Blends	07/21			
MRTS07B	Insitu Stabilised Pavements using Cement or Cementitious Blends	07/21			
MRS07C	Insitu Stabilised Pavements using Foamed Bitumen	07/21			
MRTS07C	Insitu Stabilised Pavements using Foamed Bitumen	07/21			
MRS08	Plant-Mixed Heavily Bound (Cemented) Pavements	07/21			
MRTS08	Plant-Mixed Heavily Bound (Cemented) Pavements	07/21			
MRS09	Plant-Mixed Foamed Bitumen Stabilised Pavements	07/20	✓		✓
MRTS09	Plant-Mixed Foamed Bitumen Stabilised Pavements	07/20	✓		✓
MRS10	Plant-Mixed Lightly Bound Pavements	07/21			
MRTS10	Plant-Mixed Lightly Bound Pavements	07/21			
MRS11	Sprayed Bituminous Treatments (Excluding Emulsion)	07/19	✓		
MRTS11	Sprayed Bituminous Treatments (Excluding Emulsion)	07/19	✓		✓
MRS12	Sprayed Bituminous Emulsion Surfacing	11/18	✓		✓
MRTS12	Sprayed Bituminous Emulsion Surfacing	11/18	✓		✓

Identification Number	Title	Version	Included Document	Appendices Included	Annexure Included
MRS13	Bituminous Slurry Surfacing	11/18			
MRTS13	Bituminous Slurry Surfacing	11/18			
MRS14	Road Furniture	03/21	✓		✓
MRTS14	Road Furniture	03/21	✓		✓
MRS15	Noise Fences	03/19	✓		
MRTS15	Noise Fences	03/19	✓		✓
MRS16	Landscape and Revegetation Works	07/17	✓		
MRTS16	Landscape and Revegetation Works	07/17	✓	✓	✓
MRTS17	Bitumen and Multigrade Bitumen	03/19	✓		
MRTS18	Polymer Modified Binder (including Crumb Rubber)	07/20	✓		
MRTS19	Cutter Oils	03/20			
MRTS20	Cutback Bitumen	07/20			
MRTS21	Bituminous Emulsion	07/20	✓		
MRS22	Supply of Cover Aggregate	07/20	✓		✓
MRTS22	Supply of Cover Aggregate	07/20	✓		✓
MRTS23	Supply and Delivery of Quicklime and Hydrated Lime for Road Stabilisation	07/17			
MRTS24	Manufacture of Precast Concrete Culverts	07/17	✓		
MRTS25	Steel Reinforced Precast Concrete Pipes	01/18	✓		✓
MRTS26	Manufacture of Fibre Reinforced Concrete Drainage Pipes	07/17			
MRTS27	Geotextiles Separation and Filtration	11/20	✓		
MRS28	Contractor's Site Facilities and Camp	11/19	✓		
MRTS28	Contractor's Site Facilities and Camp	11/19	✓		✓
MRS30	Asphalt Pavements	07/20	✓		
MRTS30	Asphalt Pavements	07/20	✓		✓
MRS32	High Modulus Asphalt (EME2)	10/17			
MRTS32	High Modulus Asphalt (EME2)	10/17			
MRTS36	Recycled Glass Aggregate	11/20			
MRS38	Pavement Drains	07/17	✓		
MRTS38	Pavement Drains	07/17	✓		
MRS39	Lean Mix Concrete Sub-base for Pavements	11/18	✓		
MRTS39	Lean Mix Concrete Sub-base for Pavements	11/18	✓		
MRS40	Concrete Pavement Base	11/18			
MRTS40	Concrete Pavement Base	11/18			
MRTS42	Supply of Wax Emulsion Curing Compound for Concrete	07/17	✓		

Identification Number	Title	Version	Included Document	Appendices Included	Annexure Included
MRS45	Road Surface Delineation	11/20	✓		✓
MRTS45	Road Surface Delineation	11/20	✓		✓
MRS50	Specific Quality System Requirements	03/21	✓		
MRTS50	Specific Quality System Requirements	03/21	✓		
MRS51	Environmental Management	07/20	✓		
MRTS51	Environmental Management	07/20	✓	✓	✓
MRS52	Erosion and Sediment Control	07/18	✓		
MRTS52	Erosion and Sediment Control	07/18	✓		✓
MRS55	Use of Explosives in Roadworks	07/17			
MRTS55	Use of Explosives in Roadworks	07/17			
MRS56	Construction Surveying	03/21	✓		
MRTS56	Construction Surveying	03/21	✓		✓
MRS57	Geotextiles for Paving Applications	07/17			
MRTS57	Geotextiles for Paving Applications	07/17			
MRS58	Subgrade Reinforcement using Pavement Geosynthetics	07/17			
MRTS58	Subgrade Reinforcement using Pavement Geosynthetics	07/17			
MRTS59	Manufacture of Fibre Reinforced Polymer (FRP) Composite Girders	07/17			
MRTS60	Installation of Fibre Reinforced Polymer (FRP) Composite Girders	07/17			
MRTS61	Gantries and Support Structures for Road Signs, Tolling Systems and ITS Devices	11/20			
MRS62	Bridge Substructure	07/17	✓		
MRTS62	Bridge Substructure	07/17	✓		✓
MRS63	Cast-In-Place Piles	11/20	✓		
MRTS63	Cast-In-Place Piles	11/20	✓		✓
MRS63A	Piles for Ancillary Structures	11/20	✓		
MRTS63A	Piles for Ancillary Structures	11/20	✓		✓
MRS64	Driven Tubular Steel Piles (with reinforced concrete pile shaft)	11/20			
MRTS64	Driven Tubular Steel Piles (with reinforced concrete pile shaft)	11/20			
MRS65	Precast Prestressed Concrete Piles	11/20			
MRTS65	Precast Prestressed Concrete Piles	11/20			
MRS66	Driven Steel Piles	07/17			
MRTS66	Driven Steel Piles	07/17			
MRS68	Dynamic Testing of Piles	07/17			
MRTS68	Dynamic Testing of Piles	07/17			

Identification Number	Title	Version	Included Document	Appendices Included	Annexure Included
MRS70	Concrete	11/18	✓		
MRTS70	Concrete	11/18	✓		
MRS71	Reinforcing Steel	07/17	✓		
MRTS71	Reinforcing Steel	07/17	✓		✓
MRS71A	Stainless Steel Reinforcing	11/18	✓		
MRTS71A	Stainless Steel Reinforcing	11/18	✓		
MRS72	Manufacture of Precast Concrete Elements	07/19	✓		
MRTS72	Manufacture of Precast Concrete Elements	07/19	✓		
MRTS73	Manufacture of Prestressed Concrete Members and Stressing Units	07/19	✓		
MRS74	Supply and Erection of Prestressed Concrete Deck and Kerb Units	07/18	✓		
MRTS74	Supply and Erection of Prestressed Concrete Deck and Kerb Units	07/18	✓		✓
MRS75	Supply and Erection of Prestressed Concrete Girders	11/18	✓		
MRTS75	Supply and Erection of Prestressed Concrete Girders	11/18	✓		✓
MRS76	Supply and Erection of Steel Girders	03/19	✓		
MRTS76	Supply and Erection of Steel Girders	03/19	✓		✓
MRS77	Bridge Deck	07/19	✓		
MRTS77	Bridge Deck	07/19	✓		✓
MRTS78	Fabrication of Structural Steelwork	11/20	✓		
MRTS78A	Fabrication of Structural Stainless Steelwork	11/20			
MRS79	Fabrication of Aluminium Components	11/20			
MRTS79	Fabrication of Aluminium Components	07/17			
MRS80	Supply and Erection of Bridge Barrier	07/17	✓		
MRTS80	Supply and Erection of Bridge Barrier	07/17	✓		
MRS81	Bridge Bearings	11/20	✓		
MRTS81	Bridge Bearings	11/20	✓		✓
MRS81A	Stainless Steel Bridge Bearings	07/17			
MRTS81A	Stainless Steel Bridge Bearings	07/17			
MRS82	Bridge Deck Expansion Joints	07/17	✓		
MRTS82	Bridge Deck Expansion Joints	07/17	✓		✓
MRTS82A	Finger Type Bridge Deck Expansion Joints	07/17	✓		✓
MRS83	Anti-Graffiti Protection	11/19	✓		
MRTS83	Anti-Graffiti Protection	11/19	✓		✓
MRS84	Deck Wearing Surface	07/19	✓		
MRTS84	Deck Wearing Surface	07/19	✓		✓

Identification Number	Title	Version	Included Document	Appendices Included	Annexure Included
MRS84A	Removal of Bridge Deck Wearing Surface	07/17	✓		
MRTS84A	Removal of Bridge Deck Wearing Surface	07/17	✓		
MRS85	Repainting Steel Bridges	07/17	✓		
MRTS85	Repainting Steel Bridges	07/17	✓		✓
MRS86	Widening, Strengthening and Rehabilitation of Bridges	07/17	✓		
MRTS86	Widening, Strengthening and Rehabilitation of Bridges	07/17	✓		✓
MRS87	Supply of Timber Bridge Materials and Components	07/17			
MRTS87	Supply of Timber Bridge Materials and Components	07/17			
MRS88	Protective Coating for New Work	07/17	✓		
MRTS88	Protective Coating for New Work	07/17	✓		✓
MRS89	Post-tensioned Concrete	07/17	✓		
MRTS89	Post-tensioned Concrete	07/17	✓		
MRTS90	Modular Bridge Expansion Joints	07/17			
MRS91	Conduits and Pits	03/21	✓		
MRTS91	Conduits and Pits	03/21	✓		✓
MRS92	Traffic Signal and Road Lighting Footings	03/18	✓		
MRTS92	Traffic Signal and Road Lighting Footings	03/18	✓		
MRS93	Traffic Signals	03/21			
MRTS93	Traffic Signals	03/21			
MRS94	Road Lighting	11/20	✓		
MRTS94	Road Lighting	11/20	✓		✓
MRS96	Management and Removal of Asbestos	07/17	✓		
MRTS96	Management and Removal of Asbestos	07/17	✓		
MRTS97	Mounting Structures for Roadside Equipment	07/17	✓		
MRTS100	High Strength Geosynthetic Reinforcement in Road Embankments	07/19	✓		✓
MRTS101	Aggregates for Asphalt	07/20	✓		
MRTS102	Reclaimed Asphalt Pavement Material	03/19	✓		
MRTS103	Fillers for Asphalt	07/17	✓		
MRS104	Retarding Pavement Reflective Cracking using Asphalt Geosynthetics	07/21			
MRTS104	Retarding Pavement Reflective Cracking using Asphalt Geosynthetics	07/21			

Identification Number	Title	Version	Included Document	Appendices Included	Annexure Included
MRS110	Coloured Surface Treatments	07/21			
MRTS110	Coloured Surface Treatments	07/21			
MRS111	High Friction Surface Treatments	07/21			
MRTS111	High Friction Surface Treatments	07/21			
MRS140	Horizontal Directional Drilling (HDD)	07/17	✓		
MRTS140	Horizontal Directional Drilling (HDD)	07/17	✓		
MRS141	Microtunnelling and Pipe Jacking	07/17	✓		
MRTS141	Microtunnelling and Pipe Jacking	07/17	✓		
MRS142	Thrust Boring and Auger Boring	07/17	✓		
MRTS142	Thrust Boring and Auger Boring	07/17	✓		
MRS170	Public Utilities in Road Projects Site Works	03/21	✓		
MRTS170	Public Utilities in Road Projects Site Works	03/21	✓		
MRTS171	Public Utilities in Road Projects Principal Contractor Responsibilities	03/21	✓		✓
MRTS200	General Requirements for Intelligent Transport Systems (ITS) Infrastructure	07/17			
MRTS201	General Equipment Requirements	03/21	✓		
MRS202	Variable Message Signs	07/21			
MRTS202	Variable Message Signs	07/21			
MRS203	Provision of Weigh-in-Motion System	07/20			
MRTS203	Provision of Weigh-in-Motion System	07/20			
MRS204	Vehicle Detectors	11/20	✓		
MRTS204	Vehicle Detectors	11/20	✓		
MRS206	Provision of Variable Speed Limit and Lane Control Signs	03/21	✓		
MRTS206	Provision of Variable Speed Limit and Lane Control Signs	03/21	✓		
MRS207	Traffic Monitoring Foundation Equipment	07/19			
MRTS207	Traffic Monitoring Foundation Equipment	07/19			
MRTS208	Roadway Ancillary ITS Infrastructure Monitoring and Control	07/18			
MRS210	Provision of Mains Power	07/18	✓		
MRTS210	Provision of Mains Power	07/18	✓		✓
MRTS211	Pedestrian Push Buttons and Audio Tactile Drivers	10/17	✓		
MRTS213	UPS for Roadside Devices	11/18			
MRTS214	Provision of Wireless Traffic Sensors (WTS)	03/20			
MRTS216	Provision of Road Condition Information Signs	07/20			

Identification Number	Title	Version	Included Document	Appendices Included	Annexure Included
MRS218	Vehicle Activated Signs	07/19			
MRTS218	Vehicle Activated Signs	07/19			
MRTS219	Internally Illuminated Pavement Markers	07/18			
MRS221	Help Phones	07/19	✓		
MRTS221	Help Phones	07/19	✓		
MRS222	Electronic School Zone Signs	07/21			
MRTS222	Electronic School Zone Signs	07/21			
MRS225	Imaging	03/20	✓		
MRTS225	Imaging	03/20	✓		
MRS226	Telecommunications Field Cabinets	11/20	✓		
MRTS226	Telecommunications Field Cabinets	11/20	✓		
MRS227	Changeable Message Signs	07/17	✓		
MRTS227	Changeable Message Signs	07/17	✓		
MRS228	Electrical Switchboards	07/18			
MRTS228	Electrical Switchboards	07/18			
MRS229	Electronic Traffic Control Signs	07/19			
MRTS229	Electronic Traffic Control Signs	07/19			
MRS231	Road Weather Monitor (RWM) Systems	03/20			
MRTS231	Road Weather Monitor (RWM) Systems	03/20			
MRS232	Provision of Field Processors	07/17	✓		
MRTS232	Provision of Field Processors	07/17	✓		
MRS233	Roadway Flood Monitoring Systems	11/20			
MRTS233	Roadway Flood Monitoring Systems	11/20			
MRS234	Communications Cables	07/20	✓		
MRTS234	Communications Cables	07/20	✓		
MRS245	ITS Telecommunications Network (ITS TN)	07/20			
MRTS245	ITS Telecommunications Network (ITS TN)	07/20			
MRS250	Provision of Automatic Number Plate Recognition System	07/21			
MRTS250	Provision of Automatic Number Plate Recognition System	07/21			
MRS251	Traffic Counter/Classifier	07/17			
MRTS251	Traffic Counter/Classifier	07/17			
MRTS252	Next Generation Traffic Signal Controllers	11/19			
MRTS253	Traffic Signal Lanterns	11/20	✓		
MRTS255	Traffic Signal Controllers	11/20	✓		
MRS256	Power Cables	11/20	✓		
MRTS256	Power Cables	11/20	✓		

Identification Number	Title	Version	Included Document	Appendices Included	Annexure Included
MRTS257	Feeder Cable and Loop Cable for Vehicle Detector	11/20	✓		
MRS259	Transportable Generator	07/17			
MRTS259	Transportable Generator	07/17			
MRS260	Temporary Variable Speed Limit Signs	07/19	✓		
MRTS260	Temporary Variable Speed Limit Signs	07/19	✓		
MRS262	Temporary Variable Message Signs	07/19	✓		
MRTS262	Temporary Variable Message Signs	07/19	✓		
MRS263	Standalone Solar (PV) Power Systems	11/19	✓		
MRTS263	Standalone Solar (PV) Power Systems	11/19	✓		
MRTS264	Type-1 Portable Traffic Signals	03/21	✓		
MRTS265	Type-2 Portable Traffic Signals	07/19	✓		
MRS270	Precast Geopolymer Concrete Elements	11/18			
MRTS270	Precast Geopolymer Concrete Elements	11/18			
MRTS272	Shotcrete for Aboveground Applications	11/20			
MRTS273	Fibre-reinforced Concrete	11/20			
MRTS278	Supply of Structural Fasteners	11/20	✓		
MRS300	Boat Ramps	07/17			
MRTS300	Boat Ramps	07/17			
MRS301	Fabrication and Construction of Floating Walkways	07/17			
MRTS301	Fabrication and Construction of Floating Walkways	07/17			
MRS302	Fabrication and Construction of Pontoons	07/17			
MRTS302	Fabrication and Construction of Pontoons	07/17			
MRS305	Dredging	07/17			
MRTS305	Dredging	07/17			

Table 2 – List of Standard Drawings

Identification Number	Title	Version	Included Document
881	Cane Railway Crossings - Asphalt Paved and Concrete	09/00	
1033	Kerb and Channel - Profiles	07/20	Y
1043	Reinforcing Steel - Standard Bar Shapes (Drawing 1 of 4 to Drawing 4 of 4)	03/18	Y
1044	Reinforcing Steel - Lap Lengths	03/18	Y
1045	Revegetation - Treatment of Cut Batters	07/15	
1116	Subsoil Drains - Outlets and Cleanouts	09/02	Y
1145	Standard P.V.C. Scupper - Details for Cast Insitu Deck	08/02	Y
1149	Traffic Signals/Road Lighting/ITS - Installation of Underground Electrical and Communications Conduit	03/21	Y
1170	Flood Depth Indicators - Installation	06/14	
1178	Diversion of Water - Diversion of Water from Roadway and Table Drains	10/03	Y
1240	RC Slab Deck Culvert (Drawing 1 of 4 to Drawing 4 of 4)	07/21	
1241	RC Slab Deck Culvert - Culvert Extension	07/16	
1243	Precast Culvert Headwalls - Headwall Connections for Culverts (Drawing 1 of 3 to Drawing 3 of 3)	03/20	
1250	R C Box Culverts and Slab Link Box Culverts - Culvert Height > 600 (Drawing 1 of 3 to Drawing 3 of 3)	03/21	
1260	RC Box Culverts and Slab Link Box Culverts – Culverts Height = 375 to 600 (Drawing 1 of 2 to 2 of 2)	03/21	
1270	Fish Passage - RC Box Culverts in ADR Red Mapped Waterways (Drawings 1 to 2 to Drawings 2 to 2)	03/21	
1271	Fish Passage - R C Box Culverts in ADR Amber Mapped Waterways	03/21	
1294	Sign - Roadwork Delineators	06/14	Y
1295	Sign - Fingerboard, Geographical Feature and Street Name Sign Bracket Details	06/14	Y
1304	Pipe Culverts - Wingwalls, Headwall and Apron for Pipe Diameter 750 to 2400 (Drawing 1 of 2 and Drawing 2 of 2)	07/21	
1305	Pipe Culverts - Headwall and Apron for Pipe Diameter 375 to 675	07/21	Y
1307	Access Chamber - Cast Insitu Details for 1050 to 2100 Diameter Roadway Type Access Chamber	03/21	Y
1308	Access Chamber - Precast Roof Slab for 1050 to 2100 Diameter Roadway Type Access Chamber	07/19	
1309	Concrete Gully - Field Inlet Type 1	11/20	Y
1310	Concrete Gully - Field Inlet Type 2	11/20	
1311	Concrete Gully - Roadway Type Channel Lip in Line	04/17	Y
1312	Concrete Gully - Roadway Type Kerb in Line	04/17	
1313	Concrete Gully - Precast Lintel Details	04/17	
1314	Traffic Signals/Road Lighting - Cable Jointing Pit Drainage Details	07/18	
1315	Road Lighting - Lighting Design Parameters	04/15	Y

Identification Number	Title	Version	Included Document
1318	R C Box Culverts & Slab Link Box Culverts - Construction of Bases with Recesses and Aprons (All sizes)	11/16	
1321	Concrete Gully - Precast Concrete Side Inlet Gully with Precast Shaft	03/20	
1322	Concrete Gully - Precast Concrete Side Inlet Gully with Cast In Situ Pit	03/20	
1323	Road Lighting - Luminaire Terminal Panel	11/18	Y
1327	Traffic Signals/Road Lighting - Mains Connections	07/20	
1328	Road Lighting/ITS - Lighting/Camera Pole Anchor Cage Fabrication Details	03/20	
1329	Road Lighting - Typical Physical Arrangement	07/18	
1330	Road Lighting - Underbridge Lighting	03/21	Y
1331	Road Lighting - Wall Mounted Lighting Bracket Fabrication Details	06/14	Y
1333	Traffic Signals/Road Lighting/ITS - Minimum Clearance of Overhead Electric Lines from Ground and Structures	07/20	
1335	Road Lighting - Pedestrian Crossing Floodlight Mounting Bracket Outreach Mount (Option 2)	07/15	
1336	Road Lighting - Pedestrian Crossing Floodlight Mounting Bracket Spigot Mount (Option 1)	07/15	
1353	Road Furniture - Vermin and Dog Fencing at Motor Grid	07/15	
1354	Road Furniture - Standard Bicycle Safe Fitting to Existing Motor Grid	07/15	
1355	Road Furniture - Alternative Bicycle Safe Fitting to Existing Motor Grid	07/15	
1356	Road Edge Guide Posts – Post and Installation Details	07/19	
1358	Maintenance Marker Posts - Post and Installation Details	04/17	
1359	Culverts - Installation, Bedding and Filling/Backfilling Against/Over Culverts	10/03	
1363	Traffic Sign - Multiple Traffic Sign Support (Drawing 1 of 2 and Drawing 2 of 2)	07/18	Y
1364	Traffic Sign - Connection Strap and Erection Cleat Details	10/15	Y
1365	Traffic Sign - Traffic Sign Support Breakaway Post Details (Two or more Supports)	07/19	Y
1368	Traffic Sign - Single Traffic Sign Support	07/18	Y
1369	Traffic Sign - Details of Sign Stiffening Extrusion	11/18	Y
1370	Road Lighting - General Arrangements	04/15	Y
1371	Road Lighting - Base Plate Mounted Pole	04/15	Y
1372	Road Lighting - Slip Base Pole	04/15	
1373	Road Lighting - Base Plate Mounted Pole in Concrete Median Barrier	04/15	Y
1375	Road Lighting - High Mast Pole	04/15	
1376	Road Lighting - Base Plate Mounted Pole with Pedestrian Crossing Floodlight	04/15	
1377	Traffic Signals/Road Lighting - Joint Use Traffic Signal and Road Lighting Pole	07/18	
1380	Road Lighting - Slip Base Pole and Footing Installation Details for No Crossfall	07/18	

Identification Number	Title	Version	Included Document
1381	Road Lighting - Slip Base Pole and Footing Installation Details for Crossfalls Up to and Including 1:6	07/18	Y
1382	Road Lighting - Slip Base Pole and Footing Installation Details for Crossfalls Greater than 1:6 Up to and Including 1:3	07/18	Y
1389	Road Lighting - Slip Base Pole Male/Female Connectors Installation Details	10/17	Y
1390	Road Lighting - Base Plate Mounted Pole Aerial Connection Wiring Details	07/15	
1392	Road Lighting - Base Plate Mounted Pole and Footing Installation Details for Crossfalls Up to and Including 1:2	07/18	Y
1393	Road Lighting - Base Plate Mounted Pole and Footing Installation Details for Crossfalls Greater than 1:2	07/18	
1395	Road Lighting - Base Plate Mounted Pole within Concrete Barrier – Footing Details and Installation of Pole	03/21	Y
1396	Traffic Signals/Road Lighting - Joint Use Traffic Signal and Road Lighting Pole and Footing Installation Details	03/20	
1399	Road Lighting - Base Plate Mounted Pole Wiring Details	03/20	Y
1400	Road Lighting - Slip Base Pole Wiring Details	03/20	
1403	Traffic Signals - Mast Arm and Footing Installation Details	07/20	
1404	Traffic Signals - Mast Arm Anchor Cage Fabrication Details	03/20	
1406	Road Lighting - Pedestrian Crossing Floodlight Installation and Aiming	07/15	
1407	Traffic Signals - Traffic Signal Terminal Panel for Joint Use Poles	04/15	
1408	Traffic Signals - Traffic Signal Terminal Panel for Joint Use Poles Wiring Details	10/15	
1409	Road Lighting - Luminaire Headframes Wiring Details Excluding 4 x 400W Luminaires	07/15	Y
1410	Road Lighting - Luminaire Headframes Wiring Details 4 x 400W Luminaires	07/17	Y
1411	Road Lighting - Mast Arm Road Lighting Junction Box (Type B)	10/17	Y
1412	Road Lighting - Mast Arm Road Lighting Junction Box (Type B) Wiring Details	04/15	Y
1413	Traffic Signals - Mast Arm Traffic Signal Junction Box (Type A)	04/15	
1414	Traffic Signals - Mast Arm Traffic Signal Junction Box (Type A) Wiring Details	03/20	
1415	Traffic Signals/Road Lighting – Circular Cable Jointing Pit Types 60 and 100	07/21	
1416	Traffic Signals/Road Lighting - Collar for Circular Cable Jointing Pit	07/21	
1417	Traffic Signals/Road Lighting - Cable Jointing Pit Circular Pit Cover (Drawing 1 of 2 and Drawing 2 of 2)	07/21	Y
1418	Traffic Signals/Road Lighting - Junction Box Supporting Strap	06/14	Y
1420	Traffic Signals - General Arrangements	07/15	Y
1421	Traffic Signals - Traffic Signals Post and Footing Installation Details	11/20	Y
1422	Traffic Signals - Ragbolt Sub-Assembly Fabrication Details	01/14	
1423	Traffic Signals - Traffic Signal Controller Base Installation Details	11/18	

Identification Number	Title	Version	Included Document
1424	Traffic Signals - Detector Loops Installation Details	03/19	
1425	Traffic Signals - Detector Loops Placement Details	03/19	
1426	Traffic Signals - Detector Loops Standard Configurations	10/17	
1427	Traffic Signals/Road Lighting - Mast Arm (U Series) Installation Details	01/19	
1428	Traffic Signals - Traffic Signal Post Base Mounted	01/19	
1429	Road Lighting - Slip Base Pole and Footing Installation Details for Crossfalls Greater than 1:6 Up to and Including 1:3 Using Concrete Step Tread	07/18	Y
1430	Road Lighting - Switchboard Pillar Mounted	03/21	Y
1431	Road Lighting - Base Plate Mounted Pole Wiring Details for Median Barriers	03/20	
1434	Traffic Signals/Road Lighting - Cable Guard Manufacturing Details	10/15	Y
1436	Traffic Signals - Traffic Signal - Symbols	07/15	
1437	Traffic Signals - Hinged Base Plate for Traffic Signal Post Fabrication Details	10/17	
1438	Traffic Signals - Hinged Base Plate for Traffic Signals Post Installation	11/20	
1439	Traffic Signals - Traffic Signal Lantern Designations, Functions and Aiming	12/14	
1440	Traffic Signals/Road Lighting - Cable Jointing Pit Rectangular Concrete Surround	03/21	
1441	Access Chamber - Step Irons	05/99	
1442	Concrete Gullies - Roadway Type at Concrete Barriers	07/18	Y
1443	Concrete Gully - Roadway Type Precast Inlet Units on Grade	07/19	
1444	Concrete Gully - Roadway Type Precast Inlet Units in Sag	11/19	
1445	Concrete Gully - Roadway Type for Type 28 Channel	03/20	Y
1446	Kerb Ramp - Ramped Kerb Crossing	10/09	
1447	Median and Island Crossing - Ramped and Cut-Through Treatment for Pedestrian Facilities	10/09	
1452	Traffic Sign - Sight Board (Drawing 1 of 3 to Drawing 3 of 3)	07/18	
1458	Single Slope Concrete Barrier - Precast Concrete Barrier Fabrication Details (Drawing 1 of 2 to Drawing 2 of 2)	11/18	
1459	Concrete Gully - Roadway Type Channel Lip in Line Anti-Ponding	07/19	
1466	Concrete Barriers - Typical Delineator Bracket Details	07/19	
1467	Concrete Barriers – Cast-in Anchor Assembly for Thrie Beam Terminal Connector	07/19	
1468	Single Slope Concrete Barrier - Extruded Median Barrier - Barrier, Reinforcing and Expansion Joint Details (Sheet 1 of 2 and Sheet 2 of 2)	03/14	
1469	Single Slope Concrete Barrier – Fabrication and Installation Details for Cover Plates at Road Lighting Poles in Concrete Barriers	03/21	
1470	Single Slope Concrete Barrier - Concrete Terminal for Median Barrier with Thrie Beam Guardrail Connection (Drawing 1 of 2 and Drawing 2 of 2)	04/16	

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1473	Single Slope Concrete Barrier - Precast Concrete Barrier Installation Details	11/18	
1475	Steel Beam Guardrail - Installation on Bridge and Barrier Approaches	01/11	
1477	Steel Beam Guardrail - Posts and Blockouts, Soil and Bearing Plates, Slip Base Plate	03/21	
1481	Steel Beam Guardrail - Fabrication Details for Thrie Beam Rails and Rail Components	03/21	
1482	Steel Beam Guardrail - W Beam and Thrie Beam Assemblies	03/21	
1484	Steel Beam Guardrail - Batter Slope Terminals 1 on 1 and Steeper – General Arrangement and Installation Details	07/20	
1485	Steel Beam Guardrail – Batter Slope Terminals 1 on 1 and Steeper – Concrete Terminal Block	07/20	
1486	Single Slope Concrete Barrier - Concrete Terminal for Barrier with Thrie Beam Guardrail Connection (Drawing 1 of 2 and Drawing 2 of 2)	07/16	
1490	Steel Beam Guardrail - Details for Installation of Guardrail over Culverts where Depth of Cover is Less than 1100	07/18	
1491	Steel Beam Guardrail - Guardrail Attachments to existing box culverts - Assembly and Fabrication Details	07/18	
1512	Bridge Barriers - Bridge Balustrade	11/10	Y
1518	Banners on Light Poles - 2 Metre Banner Installation and Support Details (Drawing 1 of 2 and Drawing 2 of 2)	10/10	
1561	Road Furniture - Motor Grid - General Arrangement (Drawing 1 of 2 and Drawing 2 of 2)	11/19	
1562	Road Furniture - Motor Grid - Cast Insitu Abutment	11/19	
1563	Road Furniture - Motor Grid - Cast Insitu Base Slab (Drawing 1 of 2 and Drawing 2 of 2)	11/19	
1564	Road Furniture - Motor Grid - Precast Base Slab (Drawing 1 of 2 and Drawing 2 of 2)	11/19	
1565	Road Furniture - Motor Grid - Steelworks	07/19	
1573	ITS Gantries - Lane Control/Variable Speed Limit Signs - Without Maintenance Platform	03/18	
1577	ITS Gantries - Lane Control/Variable Speed Limit Signs - Walk on Gantry (Drawing 1 of 5 to Drawing 5 of 5)	08/14	
1581	ITS Cantilever - Cantilever Structure (Drawing 1 of 3 to Drawing 3 of 3)	08/14	
1600	Fencing - Rural Fence and Gates Timber Posts and Stays	12/00	
1601	Fencing - Rural Fence and Gates CHS Posts and Stays	07/03	
1602	Fencing - Chainwire Fences and Gates	06/02	
1603	Fencing - Koala Proof Fence and Gate	07/21	
1604	Fencing - Galvanized Welded Mesh Fencing	07/21	
1606	Noise Barriers - Structural Detail RHS and SHS Steel Posts Plywood Panels	04/04	
1607	Noise Barriers - Structural Detail Universal Beam Posts Plywood Panels	04/04	
1608	Noise Barriers - Structural Detail Universal Beam Posts Concrete Panels Steel Panels	04/04	

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1615	Fauna Exclusion Fencing – Floppy Top Mesh Fence and Gate (Drawing 1 of 2 to Drawing 2 of 2)	07/21	
1623	Road Lighting - Switchboard Typical Layout and Circuit Diagram MEN System	03/21	Y
1624	Road Lighting - Junction Box Single Phase Wiring Details	07/18	Y
1625	Road Lighting - Junction Box Three Phase Wiring Details	07/18	Y
1626	Road Lighting - Junction Box Active, Neutral and Earth Bolting Arrangements	07/18	Y
1627	Road Lighting - Switchboard Top Mounted	03/21	Y
1628	Road Lighting - Post - Top Mounted Switchboard	07/15	Y
1630	Traffic Signals/Road Lighting - Conduit Entry Details into Circular Pits	03/21	
1631	Traffic Signals/Road Lighting - Cable Joining Pit Types 1(J), 3, 4, 7 and 8	03/20	
1632	Traffic Signals/Road Lighting - Cable Jointing Pit Cover Type 1(J)	03/20	
1633	Traffic Signals/Road Lighting - Cable Jointing Pit Cover Types 3 and 4	03/20	
1634	Traffic Signals/Road Lighting - Cable Joining Pit Cover Types 7 and 8	03/20	
1635	Traffic Signals - Traffic Signal Upper Mounting Assembly and Split Shell Assembly	02/13	
1636	Road Lighting - Road Lighting - Symbols	01/16	Y
1637	Road Lighting - Underpass Lighting Wiring Details	04/15	Y
1638	Road Lighting - Category 2 Advertising Devices Connected to Rate 3 Road Lighting as Alternative Point of Supply	10/15	Y
1639	Road Lighting - Slip Base Pole Retrofit 2 Pin Plug and Socket Installation	10/17	Y
1643	Vegetation Ground Works - Planting Container Stock Kerbed Medians and Separators	07/17	Y
1644	Vegetation Ground Works - Hardstand Abutments to Vegetation Works	07/17	
1647	Vegetation Works - Matting	07/17	
1650	Vegetation Works - Turfing	07/17	Y
1651	Vegetation Works - Seeding	07/17	Y
1653	Vegetation Works - Planting Container Stock < 25L Container	07/17	Y
1654	Vegetation Works - Planting Container Stock > 25L Container	07/17	Y
1670	Traffic Signals - Traffic Signal Wiring Connections	04/15	
1671	Traffic Signals/Road Lighting - Road Lighting Labels Installation	10/15	
1673	Traffic Signals/Road Lighting - Labels	03/20	
1676	Road Lighting - Switchboard Typical Pillar Layout	03/21	Y
1677	Traffic Signals/Road Lighting - Joint Use Pole/Combination Mast Arm Electrical Wiring Schematic Rate-3	03/20	
1678	Traffic Signals/Road Lighting - Joint Use Pole Electrical Wiring Schematic Rate 2	03/20	
1679	ITS - Telecommunications Field Cabinet Base Installation Details	07/18	

Identification Number	Title	Version	Included Document
1680	Traffic Signals/Road Lighting - Extension to Light Pole and Mast Arm Anchor Cages	07/18	
1681	Traffic Signals/Road Lighting - Riser for Circular Cable Jointing Pit	03/21	Y
1682	Pathway Lighting - Typical Lighting Requirements for Off-Road Pathways	07/18	Y
1683	Pathway Lighting - Anchor Cage Fabrication and Installation Details	07/20	Y
1684	Road Lighting / ITS - Base Plate Mounted Hinged Pole Footing Installation Details for Crossfalls Up to and Including 1:2	07/18	Y
1685	Traffic Signals / Road Lighting / ITS - Precast Concrete Surround for Circular Pit	03/21	Y
1686	Road Lighting - Switchboard Assembly Details (Sheet 1 of 3 to Sheet 3 of 3)	03/21	Y
1687	Road Lighting - Metered Switchboard Assembly Details - Single Phase	03/21	Y
1688	Road Lighting - Metered Switchboard Assembly Details - Three Phase	03/21	Y
1689	ITS - Switchboard Typical Layout and Circuit Diagram Men System (Sheet 1 of 3 to Sheet 3 of 3)	11/20	
1690	ITS - Switchboard Assembly Details - Pole/Top Mounted	07/18	
1699	Traffic Signals/Road Lighting/ITS - Parts List	11/20	Y
1701	Traffic Signals - Detector Loops Counting/Right Turn Loops and Diode Connection Details	03/19	
1702	ITS - Detector Loops Motorway Management Placement Details	03/19	
1707	Road Lighting Base Plate Mounted Pole Mounted on Bridges Wiring Details	07/18	Y
1708	Traffic Signals - Sensor Extension to Traffic Signal Post	03/21	
1709	Traffic Signals/ITS - Uninterrupted Power Supply (UPS) Base Installation Details	11/18	
1710	Traffic Signals/ITS - Uninterrupted Power Supply (UPS) Wiring Schematic	11/20	
1711	Traffic Signals/Road Lighting - Circular Combination Mast Arm U Series - Information for Ordering Purposes	03/20	
1712	Traffic Signals/Road Lighting - Circular Mast Arm Fabrication Details	03/20	
1713	Traffic Signals/Road Lighting - Circular Mast Arm Type U1 - Post Without Luminaire Spigot - Assembly and Details	03/20	
1714	Traffic Signals/Road Lighting - Circular Combination Mast Arm Type U2 - Post with Luminaire Spigot - Assembly and Details	03/20	
1715	Traffic Signals/Road Lighting - Circular Mast Arm Outreach - 2.5m, 5.0m and 6.5m - Assembly and Details	03/20	
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1721	Traffic Signals - Base Mounted Traffic Signals Post - Assembly and Details	07/20	
1736	ITS - ITS Symbols	07/16	
1778	Power Extension for ITS Devices - Tyco Eclipse Controller with Tophat Additional G.P.O.'s via Existing RCD G.P.O. plus Communications Equipment	03/20	

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1780	ITS IPRT Network - Typical Traffic Controller Telstra Modem and Associated Communications Cabling	03/20	
1781	ITS IPRT Network - Typical Traffic Controller with Tophat Telstra Modem and Associated Communications Cabling	03/20	
1782	ITS IPRT Network - Typical Traffic Controller with Telstra Modem and Associated Next G Antenna	03/20	
1783	ITS IPRT Network - Typical Traffic Controller with Tophat Telstra Modem and Associated Next G Antenna	03/20	
1807	Property Access – Rural Property Access (Drawing 1 of 2 and 2 of 2)	07/20	
1901	ITS - Traffic Monitoring Equipment Cabinet Base Installation Details	07/19	
1902	ITS - Traffic Monitoring Surveillance Post Typical Details	07/19	
1903	ITS - Traffic Monitoring Surveillance Post Wiring Details	07/19	
1905	ITS - Traffic Monitoring Cabinet Details (Sheet 1 of 10 to Sheet 10 of 10)	07/19	
1906	ITS - WIM Piezo Sensor Installation Details	11/20	
1908	ITS - WIM Sensor Configuration Piezo-Loop-Piezo (Sheet 1 of 2 to Sheet 2 of 2)	07/19	
1909	ITS - WIM Sensor Configuration Piezo-Piezo-Loop-Piezo-Piezo	07/19	
1910	ITS - WIM Sensor Configuration Piezo-Piezo	11/20	
1911	ITS - WIM Sensor Configuration Strain Gauge Sensor (Sheet 1 of 2 and Sheet 2 of 2)	11/20	
2005	Standard Bridge Date Plate - General Details	07/16	Y
2021	550 Octagonal PSC Piles - Earthquake Classification BEDC-1 Exposure Classification B2 (Drawing 1 of 3 to Drawing 3 of 3)	07/21	
2022	550 Octagonal PSC Piles - Earthquake Classification BEDC-1 Exposure Classification C1 and C2 (Drawing 1 of 3 to Drawing 3 of 3)	07/21	
2023	550 Octagonal PSC Piles - Spliced Pile Details (Drawing 1 of 4 to Drawing 4 of 4)	07/21	
2042	Precast Units - Design Assumptions for Transversely Stressed Standard Deck Units (Drawing 1 of 2 to Drawing 2 of 2)	07/18	
2045	Bridge Kerbs - Standard Details of Cast Insitu Kerbs for Transversely Stressed PSC Deck Units	11/18	
2046	Precast Units – Precast Kerbs for Outer Deck Units for Transversely Stressed Bridges with Regular Performance Traffic Barriers	07/19	
2050	Precast Units - 10m PSC Deck Unit (Drawing 1 of 6 to Drawing 6 of 6)	11/18	
2051	Precast Units - 11m PSC Deck Unit (Drawing 1 of 6 to Drawing 6 of 6)	11/18	
2052	Precast Units - 12m PSC Deck Unit (Drawing 1 of 6 to Drawing 6 of 6)	11/18	
2053	Precast Units - 13m PSC Deck Unit (Drawing 1 of 6 to Drawing 6 of 6)	11/18	
2055	Precast Units - 15m PSC Deck Unit (Drawing 1 of 6 to Drawing 6 of 6)	07/18	

Identification Number	Title	Version	Included Document
2059	Precast Units - 19m PSC Deck Unit (Drawing 1 of 6 to Drawing 6 of 6)	07/18	
2065	Precast Units - 25m PSC Deck Unit (Drawing 1 of 6 to Drawing 6 of 6)	07/18	
2200	Bridge Traffic Barriers - Post and Rail Traffic Barriers Regular Performance Level (Drawing 1 of 5 to Drawing 5 of 5)	03/20	Y
2203	Bridge Traffic Barriers - Bridge Safety Rail for Pedestrian Only Path	11/20	
2232	Abutment Protection - Type 1 - Rock Spillthrough - Up to 1700 Clearance	11/19	
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2285	FRP Composite Girders for Timber Bridge Rehabilitation - WCFT-S1, S2 & S3 Installation Details (Sheet 1 of 17 to Sheet 17 of 17)	07/15	
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4021	Boat Ramp - Boat Ramp Construction - Earthworks and Crushed Rock Core Details	10/15	
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4024	Boat Ramp - Information Signs - Materials, Fabrication, and General Arrangement	04/17	

Transport Infrastructure Contract

Tender Documents for Contract Number CN-13712

Part 6 – Standard Documents

Transport Infrastructure Contract

Tender Documents for Contract Number CN-13712

Part 7 – Project Specific Documents

TMR Supplementary Specification (CN-13712)

PSTS-01: Supplementary Specification – Issues Resolution Advisor

TMR Supplementary Specification (CN- 13712)

PSTS-02: Supplementary Specification – Community
Consultation

TMR Supplementary Specification (CN-13712)

PSTS-03: Supplementary Specification – Drainage

TMR Supplementary Specification (CN-13712)

PSTS-04: Supplementary Specification – Environmental Management

TMR Supplementary Specification (CN-13712)

PSTS-05: Supplementary Specification – Roadworks

TMR Supplementary Specification (CN- 13712)

PSTS-06: Supplementary Specification – Key Result Areas
(KRA)

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1 Overview

1.1 Purpose

This document outlines five Key Result Areas (KRAs) and associated Performance Measures which are applicable to projects identified in the Queensland Transport and Roads Investment Program (QTRIP), where the *Best Practice Principles: Quality, safe workplaces* apply.

TMR's KRA framework is intended to provide a sharper focus on enabling government priorities and deliver/achieve the following benefits:

- Standardised KRAs and Performance Measures for all major and other designated projects.
- Clearly identify the performance standards and indicators.
- Provide a sound basis for monitoring and performance reporting.
- Facilitate major project program-level performance reporting.
- Analyse trends and inform priorities on the future strategic direction of policy and initiatives.

1.2 Background – Policy Context

1.2.1 Queensland Procurement Policy

The Queensland Procurement Policy (QPP) (as published 1 February 2021) is the Queensland Government's overarching policy for the procurement of goods and services.

The QPP seeks to ensure that procurement activities undertaken by Queensland Government agencies deliver value for money, including advancing the government's economic, environmental and social objectives for the long-term wellbeing of the community.

The key aims of the policy are to:

- Focus on the economic benefit to Queensland – by applying a local benefit test for all significant procurement and supporting secure and fair employment outcomes.
- Maximise Queensland suppliers' opportunity to participate – by ensuring that for each procurement opportunity, at least one regional and one Queensland supplier, where possible, is invited to submit a quote or tender.
- Support regional and remote economies – by allowing agencies to procure outside of whole-of-government supply arrangements for regional and remote locations.
- Support disadvantaged Queenslanders – by increasing procurement with genuine, quality social enterprises.
- A commitment towards better enabling Small and Medium Enterprises.

1.2.2 Best Practice Principles

The QPP places a priority on the use of contractors and suppliers, including manufacturers, that employ local workforces and increase opportunities for apprentices and trainees for Queensland Government infrastructure projects valued in excess of \$100 million or those projects declared.

There is an increased focus by the Queensland Government to ensure full, fair and reasonable opportunity for Queensland suppliers (particularly small and medium enterprises) and to perform

business with ethically, environmentally and socially responsible enterprises that provide pathways to employment for disadvantaged Queenslanders.

As a result, the Queensland Government has developed several supporting policies and guidelines to support the QPP. This includes the Best Practice Principles; Quality, Safe Workplaces (BPP).

The BPP seeks to provide 'quality' workplaces for people engaged on major Queensland Government projects by ensuring the highest possible standards of workplace health and safety. It also requires major projects to engage an appropriate number of trainees and apprentices and adopt best practice industrial relations.

1.2.3 Competing Policy Obligations

The Queensland Government is using its substantial procurement spend to promote and benefit the Queensland community, supply markets and its workers. This intent is clearly stated in all Queensland Government's procurement policies; however, these priorities can sometimes compete with one another. For example, promoting job security over contingent labour may shift some value away from labour hire suppliers as employers elect to provide more permanent jobs.

During the tender development process the department will contemplate the nature of the project and the supply market and adjust the criteria weightings accordingly to the priorities. Some of the key government priorities have been captured into these KRAs.

Tenderers will be asked to contemplate these policy requirements and identify those elements of tension where they have prioritised one over another, for example and taking the scenario above, decreasing the value and hours of contingent labour and increasing the number of permanent direct employees.

1.2.4 TMR's Responsibility

TMR is responsible for the provision of road and transport infrastructure projects in Queensland. The department has a significant program of infrastructure projects to be delivered over the coming years. This is reflected in the QTRIP (2021-22 to 2021-25) which outlines TMR's commitment to deliver \$27.5 billion in transport infrastructure investment over the next four years.

Through the Queensland Government's Economic Recovery Plan, TMR is directly contributing to, and supporting construction jobs, while also investing in productive transport infrastructure to improve the economic recovery and resilience of our regions and better position our state for future prosperity.

TMR has established a considerable reputation for quality standards, high performance, innovation and reliability with the delivery of transport civil projects on behalf of the Queensland Government. This has been established over an extended period and through some very challenging environmental and economic conditions. Through this time TMR has developed strong partnerships with the key industry bodies that has nurtured a partnership model where all parties work together to improve standards and performance for transport projects.

TMR has a responsibility to implement Queensland Government policy and to be accountable for the outcomes of the implementation. Accountability is driven through appropriate governance mechanisms to maintain the integrity of the policy objectives by defining the monitoring framework, collection of relevant data, conducting monitoring activities and reporting to key stakeholders.

1.3 Relationship to the Expression of Interest

The Stage One Expression of Interest document (EOI) introduced the KRAs and sought a response to KRA1 to KRA3 from Tenderers. The information provided in that response addressed past performance and outlined details on the intent and proposed approach to meet/exceed the KRAs for this Project.

At this stage of the procurement process, all KRAs will require a response from Tenderers. For KRA1 to KRA3, Tenderers should build on the information provided at Stage One and develop their plan to meet and potential exceed Queensland Government and departmental targets of these KRAs for this project.

1.4 Performance Matters

The targeted Performance Measures and standards to be achieved during project delivery need to be demonstrated during project delivery to confirm the Contractors ability to reliably meet applicable performance standards. A Contractor's performance is an indicator of future performance and will be utilised as part of information considered during prequalification. The Contractors' performance in meeting the KRAs and associated measures will also be taken into account for future tender opportunities.

1.5 Key Result Areas (KRAs)

The KRA's are used to set and drive predetermined performance levels to achieve delivery of the stated objectives.

Broader application and implementation of the KRAs for transport civil construction projects will provide direct and tangible benefits to workers across all metropolitan, regional and remote areas of Queensland through better pay and work conditions, safer workplaces, more local employment via local content encouragement, improvement opportunities for apprentices and trainees including Indigenous employment and training.

The KRAs will contribute to increased sustainability within the local communities and more effective delivery of the project. The KRAs at a program level will enable TMR to track and report performance against government priorities and provide learnings to improve future delivery for both government and TMR targets.

TMR have set the following five (5) KRAs which align directly to government and TMR priorities:

1.5.1 KRA 1 Quality Jobs

1.5.1.1 Purpose

TMR is keen to work with contractors and sub-contractors who provide a workforce environment that embodies progressive, inclusive and diverse workplaces, actively seeks out opportunities to build a resilient sector with a skilled local workforce, fosters a secure future workforce through quality jobs and exhibits mature industrial relations policies and practices.

To assist with the Queensland Government's commitments for BPPs, including best practice industrial relations, TMR have developed a guidance document entitled the *Best Practice Industry Conditions for Transport Civil Construction Projects* dated December 2020. This 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 the project's delivery and ensure that relevant stakeholders can interact in a positive, collaborative and productive way through to successful project completion.

1.5.1.2 Best Practice Industrial Relations

The Best Practice Industry Conditions for Transport Civil Construction Projects ("**Transport BPIC**") is to be considered for this project and is relevant to the on-site works and personnel. The following information is also relevant to the BPIC:

- The Best Practice Principles in the Queensland Procurement Policy 2021 sets an expectation that projects will implement best practice industrial relations to ensure a skilled workforce is attracted and retained for the life of a project's delivery.
- The Transport BPIC is provided as a guidance document for tenderers, that may assist the project attract and retain a workforce with optimal levels of skills and experience and promote positive, collaborative and productive interactions with relevant stakeholders through to successful project completion.
- The Transport BPIC is a guidance document and is not mandatory. The tenderer can demonstrate the intent and outcomes of the Transport BPIC in any manner it chooses to nominate. The Transport BPIC does not require tenderers to enter into any specific agreement. Where an organisation or entity is referred to within the Transport BPIC, this entitlement or obligation relates to that organisation or entity or any suitable equivalent that a tenderer may wish to nominate.
- An enterprise agreement with the named employee organisations is not a mandatory requirement. However, there is an expectation that tenderers will establish and maintain a positive industrial relations environment for this project with all relevant stakeholders, including employee representative organisations.
- The Transport BPIC has been developed to help to ensure that the objectives of the BPP are achieved, particularly in relation to best practice industrial relations, to minimise disruption and resulting time and cost implications for the project. The BPP is not to be implemented in a way that breaches any law. Nothing in the Transport BPIC requires a tenderer to make any commitment that would breach any laws. For example the Code for Tendering and Performance of Building Work 2016 ("the Code").

1.5.1.3 Benefits

- A resilient civil construction sector that has a skilled, local workforce.
- A sector that attracts and nurtures new entrants such as trainees, apprentices and those seeking a lateral career move.
- Better job security and certainty for the workforce.
- Positive and inclusive workplace culture supporting healthy and well workers.
- Workers being better off overall than if they were employed at minimum standards.
- Effective and productive relationships across the suppliers working on a TMR project.
- Ongoing commitment to progressing the Government's policies and priorities, such as best practice principles, ethical supplier provisions, indigenous employment opportunities, development of apprentices & trainees, and so on.
- Engagement of reputable suppliers only for civil construction projects.

1.5.2 KRA 2 Safe Workplaces

1.5.2.1 Purpose

To drive best practice industry safety standards and a culture of safety for all and to demonstrate:

- Accreditation with "Australian Government Building and Construction Workplace Health and Safety Accreditation Scheme" which is a prerequisite for tendering on TMR major projects with federal funding.
- Compliance with the Queensland Code which requires the tenderer to have comprehensive WH&S management systems with subcontractors also required to comply.
- High achievement of safety on the project through reporting against lead and lag indicators.

This KRA links to best practice workplace health and safety systems and standards, for all major projects valued at \$100 million and above and declared projects, in accordance with guidance issued by the Department of Energy and Public Works and the Office of Industrial Relations.

1.5.2.2 Benefits

The benefits to be derived from the safe workplaces KRA include:

- Improved safety on TMR projects.
- Reduced workplace injuries and employees returning home safely to their families.
- Improved employee relations and morale with consequent impact on productivity.
- Reduced costs associated with accidents and incidents.
- Improved reputation and stakeholder engagement.
- Contributing to increased regulatory compliance / less issues with the regulator.

Project analyses of outcomes – benefits for the TMR Major Projects Program:

- Identifying areas of improvement focus for the program.
- Improve delivery effectiveness of Performance Measures.
- TMR presents a unified position - Communicate requirements with one voice to all Contractors for all projects.
- Contractors know what to expect instead of each Contractor doing their own thing.
- Making TMR a market leader in delivering on safety.

1.5.3 KRA 3 Local Supply Chains and Manufacturing

1.5.3.1 Purpose

Using TMR's buying power to support quality local Queensland suppliers and industries to supply to Queensland Government projects and meeting Government targets and commitments such as:

Local Content

Use contractors and suppliers, including manufacturers, that employ local workforces, in significant Queensland Government infrastructure projects, worth \$100 million and above, wherever possible.

Small and Medium Enterprises

Sourcing at least 25 per cent of procurement by value from Queensland small and medium enterprises (SMEs), increasing to 30 per cent by 30 June 2022.

Aboriginal and Torres Strait Islander businesses

Increase government procurement with Aboriginal and Torres Strait Islander businesses to three per cent of addressable spend by 2022.

Genuine Quality Social Enterprises

Increase spend with genuine, quality social enterprises, providing award-based wages (using the Supported Wage System where appropriate) and pathways to mainstream employment for disadvantaged Queenslanders.

Ethical Supplier Threshold

Compliance with the Ethical Supplier Threshold.

1.5.3.2 Benefits

The benefits to be derived from supporting the local supply chain and manufacturing include:

- Backing Queensland business and jobs.
- Supporting and building capability in Queensland manufacturing and innovation.
- Reduced supply chain and transport costs through buying goods and services as close as possible to the project and lowering emissions and energy use.
- Supporting the local communities and contributing to community wellbeing.
- Advocating for wider business participation including indigenous, small and medium businesses and social enterprises.
- Effective and productive relationships across suppliers working on a TMR project.

1.5.4 KRA 4 Sustainability

1.5.4.1 Purpose

The Queensland Government Procurement Policy requires government agencies to use best endeavours to do business with ethically, environmentally and socially responsible suppliers, and seeks to influence the supply chain in this regard. This is further extended by the Queensland Government requirement that all state government projects valued at more than \$100 million include a sustainability assessment in accordance with the Infrastructure Sustainability Council of Australia's Infrastructure Sustainability Rating Scheme.

Advancing infrastructure sustainability outcomes enable social, environmental and economic benefits. All TMR major projects will undertake a sustainability assessment to drive a range of sustainable initiatives, including transitioning to a more circular economy, ecology protection, community engagement and resource use.

1.5.4.2 Benefits

Sustainable procurement helps organisations meet their needs for goods, services and capital projects, in a way that achieves value for money on a whole of life basis in terms of generating benefits not only to the organisation, but also to society, the economy and the natural environment.

The benefits to be derived from better sustainability across TMR projects include:

- Reduction in waste.

- Supporting active transport.
- Protecting water quality.
- Use of sustainable products.
- Enhances usage of recycled materials.
- Social and cultural benefits to the wider community.
- Minimisation of greenhouse gas emissions.

1.5.5 KRA 5 Project Delivery Optimisation

1.5.5.1 Purpose

This KRA nominates a number of performance areas associated with innovative technologies, techniques and industry initiatives to drive better project delivery success, productivity and optimisation on TMR projects. The performance areas include:

- | | |
|----------------------------------|---------------------|
| • Building Information Modelling | • Quality |
| • Stakeholder Communications | • Weather |
| • Environmental | • Relationships |
| • Utility Relocations | • Cost |
| • Practical Completion | • Claims / Disputes |
| | • Key Milestones |

1.5.5.2 Benefits

The benefits to be derived across TMR projects include:

- Leverage technology to drive higher quality results in construction.
- Safeguarding the environment during and post construction.
- Minimising disruptions by stakeholders through their inclusion during project delivery.
- Minimising utility relocation costs through active engagement.
- Promote effective management of the project site during weather events.
- Effective and timely management of issues impacting project delivery.
- Minimise additional claims through effective monitoring.

1.6 Performance Measures

Each KRA is supported by metrics, or performance measures, for measuring the Contractor's performance and/or compliance against regulatory, policy and contractual requirements related to the KRAs. Additionally, certain measures are designed to gather information to improve understanding of what is occurring in those areas.

The KRAs and Performance Measures are structured to motivate Contractors throughout the procurement phase, including how they may meet or exceed the Performance Measures nominated for each KRA and in turn, contribute to Government's priorities.

The proposed Performance Measures facilitate the capture of data in a consistent and standardised format to enable reporting that demonstrates compliance with Queensland Government policy. Regular reporting against the Performance Measures provides the Contractor and TMR with a

monitoring mechanism to ensure targets are on track and allows timely action, as appropriate, to address or correct issues that may arise.

Performance Measures have been assigned to each KRA and are classified as 'core' or 'optional'. Core measures must be reported against by the Contractor. Optional measures that are selected as applicable, are subject to the same reporting requirements as the core measures. TMR and the Contractor will negotiate and agree optional measures applicable for the Project during the contract award process.

All final commitments to meet or exceed the measures which are nominated through the procurement phase will transfer to a contract commitment.

1.6.1 Rewarding Performance

Where the Contractor, with the formal agreement of the Principal, commits to exceed established targets on the Project, the costs incurred by the Contractor to meet those increased targets will be reimbursed by the Department. Where prior agreement has been reached with the Principal, it is not intended that Contractors bear the cost of delivering improved outcomes and benefits which are above standard levels or targets.

The Tenderer will be required to nominate their total cost to exceed a target. This will also include the breakdown of the cost components to demonstrate the pricing methodology for the Department to examine and quantify.

1.7 KRA Performance Report

The Contractor will monitor performance against the KRAs and will provide a KRA Performance Report monthly to the Principal detailing achievement against each KRAs specified measures. The Contractor must submit the Report to the Principal no later than the tenth Business Day of each month until the Date of Practical Completion. 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.

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.

All KRA data sets and reporting will be provided to the Principal.

The Contractor must prepare a KRA Performance Final Report by 30 Business Days after the Date of Practical Completion outlining project performance for each KRA and their associated measures as outlined in the 'Key Result Areas – Reporting' section in this document. The final report must be submitted in hard copy (3) and electronically to the Principal. The Final Report must identify any legacy issues Transport and Main Roads will inherit at the conclusion of the project.

1.8 Verifying Performance

TMR will assure itself that the KRA performance self-reported by Contractors is being/has been achieved.

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.

Verification of performance will generally occur during project delivery and will be coordinated through the Principal in consultation with both the Administrator and Contractor. Outcomes of the verification will be shared and discussed with the Contractor and TMR Project Team and formal responses sought as required.

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.

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.

The Principal will work with the Project Team and Contractors to ensure that their activities/processes are in alignment with the desired TMR outcomes.

1.9 Responding to this Specification

Information to assist Tenderers respond to the KRAs is outlined below and set out specifically for each KRA. The information provided in response to the Stage One EOI, to the extent that it is not updated, will be relied upon by the department to demonstrate Tenderers commitment to KRA1 to KRA3.

When preparing the response to the Stage Two Tender, Tenderers are asked to confirm commitments made in the Stage One EOI and, if applicable, provide additional information on how these commitments will be achieved. If an EOI response document is being updated it must be version controlled and the changes clearly marked to identify the updated information (such as 'track change' mode).

2 Key Result Areas - Reporting

The following tables provide the general reporting requirements for the Centenary Bridge Upgrade Project in relation to performance, compliance and information that the tenderers will be required to undertake. Finalisation of these requirements, including any offer made in consideration of the Transport BPIC, will be undertaken with the preferred tenderer prior to contract award.

2.1 Key Result Area 1 – Quality Jobs

2.1.1 Performance

Performance measures are requirements aligned to key TMR priorities that can be utilised to monitor and drive higher outcomes from a project and/or program level.

It is mandatory that this project report against 'Core' (C) Performance Measures.

The following table outlines the performance measures relevant to KRA 1 - Quality Jobs.

#	Performance Area	Performance Measures	Core (C) / Optional (O)
1.1	Valid claims – Principal Contractor pays within required timeframes	- Principal Contractor on time payment performance – Subcontractor invoices deemed valid paid on time and in arrears (percentage and value). (reporting period and project to date) - Unpaid deemed valid invoices in arrears - dissected: 1 – 5 days, 6 – 30 days over; 31 to 60 days over; > 60 days over (number and dollars) (at the reporting date) - Number and value of invoices deemed valid, on hand, not yet payable. (at the reporting date)	(C)
1.2	Small and medium enterprises	- Number, value and percentage of work packages awarded to small and medium enterprises (business employing less than 200 people) (Reporting period and project to date) - On-time payment performance for this category of supplier (Outline small and medium enterprises payment terms, should they vary from other sub-contractors) (Reporting period) - Total spend with Small enterprises – employs up to 19 personnel (Reporting period and project to date) - Total spend with Medium enterprises – employs between 20 and 199 personnel (Reporting period and project to date)	(C)

2.1.2 Compliance

Compliance governance measures are requirements that facilitate regular assessment by TMR of project compliance in achieving certain regulatory, policy and related contractual requirements. The reporting also supports TMRs governance role in reporting on compliance at both the project specific and project program level.

It is mandatory that this project report against 'Core' (C) Performance Measures.

The following table outlines the Compliance governance measures relevant to KRA 1 - Quality Jobs.

#	Governance Area	Governance Reporting	Core (C) / Optional (O)
1.3	Compliance with provisions of the Industrial Agreement (if applicable)	Number of non-compliances with industrial agreement identified through TMR independent audits. (Reporting period and project to date)	(C)

#	Governance Area	Governance Reporting	Core (C) / Optional (O)
		- Number of non-compliances actioned and closed-out (within and outside agreed timeframes) (Reporting period and project to date) - Number of non-compliances recurring (effectiveness of actions taken) (Reporting period and project to date)	
1.4	Meeting or exceeding the Workplace Relations Management Plan commitments	- Number of achieved and unachieved WRMP commitments identified through Administrator and/or TMR audits (Reporting period and project to date) - Number of unachieved WRMP commitments subsequently delivered (within and outside agreed timeframes)	(C)
1.5	Industrial Relations matters potentially impacting project activities	- Prompt notice to TMR and Administrator of industrial action that has the potential to cause suspension or cessation of activities. (Reporting period and project to date) - Prompt notice to TMR and Administrator of actions to overcome / minimise the impact of industrial action. (Reporting period and project to date)	(C)
1.6	Skills Development Plan (SDP) - commitments achieved	- Actual Training Hours (reporting period and project to date) as compared with Deemed (or contract agreed) Training Hours split by New Entrant & Other Workforce - Apprentices and trainees (new entrants) employed directly (principal contractor) and indirectly (sub-contractor) (number and hours) (Reporting period and project to date) - Comprehensive and detailed training and induction records have been completed and maintained - Number of non-conformances identified through independent audits (of the SDP stated training activities and training records) closed out. - A completed compliance plan has been submitted to the State in accordance with TPAS within 28 days of contract award. - As part of monthly reporting against Best Practice Principles compliance, submit to the TMR representative an SDP compliance status update.	(C)

#	Governance Area	Governance Reporting	Core (C) / Optional (O)
		Practical Completion Report submitted within 14 days of practical completion in accordance with TPAS requirements.	

2.1.3 Information

The information requirements facilitate capturing of key project related information at a project program level to monitor trends, provide comparative data and inform future policy. The information reporting relates to policy intent for which information is currently being gathered to inform future actions.

It is mandatory that this project report against 'Core' (C) Performance Measures.

The following table outlines the Information requirements relevant to KRA 1 - Quality Jobs.

#	Information Area	Information Reporting	Core (C) / Optional (O)
1.7	Compliance with provisions of the Industrial Agreement (if applicable)	- Workforce hours dissected across employment status (direct, indirect and labour hire) (reporting period and project to date) - Total number of workers on project site (reporting period and project to date)	(C)
1.8	Industrial Relations	Number of times a Right of Entry has been utilised on the project site by type (reporting period and project to date)	(C)
1.9	Workforce Diversity	Workforce hours dissected to identify inclusiveness for both construction and management personnel (A&TSI, women and other disadvantaged Queenslanders) (reporting period and project to date)	(C)
1.10	Commitment to Culture and Community	- Number of training sessions on workplace issues such as bullying, sexual harassment, family violence, etc. including attendance (reporting period and project to date) - Number of frontline management training sessions on effective management of workplace issues (including industrial relations) held, including attendance (reporting period and project to date) - Number of culture enhancing and community awareness initiatives held (e.g., participation in	(C)

#	Information Area	Information Reporting	Core (C) / Optional (O)
		White Ribbon campaign, NAIDOC Week, or other community events) (reporting period and project to date) Number of paid employee hours accessed to take part in culture enhancing or community programs/initiatives (reporting period and project to date)	

2.2 Key Result Area 2 – Safe Workplaces

2.2.1 Performance

Performance measures are requirements aligned to key TMR priorities that can be utilised to monitor and drive higher outcomes from a program level.

It is mandatory that this project report against 'Core' (C) Performance Measures. 'Optional' (O) Performance Measures are available based on project and/or region-specific requirements.

The following table outlines the performance measures relevant to KRA 2 - Safety.

#	Performance Area	Performance Measures	Core (C) / Optional (O)
2.1	Project Leadership Safety Activities (PLSA)	Number of PLSAs undertaken as compared with PLSAs required to be undertaken as outlined in the Workplace Health and Safety Management Plan. (Reporting period and project to date)	(C)
2.2	Hazard and Risk Management – CORE	- Hazard performance measure results as compared with agreed performance measures outlined in the Workplace Health and Safety Management Plan. (Reporting period and project to date) CORE Performance Measures: - Mental Health	(C)
2.3	Hazard and Risk Management – Project Specific	- Hazard performance measure results as compared with agreed performance measure outlined in the Workplace Health and Safety Management Plan. (Reporting period and project to date) OPTIONAL Project Specific Performance Measures: - Risk of fatality - Traffic Speed - Pedestrian worker interaction with mobile plant - Overhead electrical services	(O)

#	Performance Area	Performance Measures	Core (C) / Optional (O)
		➤ Falling objects ➤ Plant/vehicle rollover/overtake ➤ Suicide • Risk of permanent impairment: ➤ Hazardous manual tasks ➤ Hazardous noise ➤ Mental/psychological stress	
2.4	TMR Performed: Traffic Management Road Safety Audits (RSAs) - corrective action close out	• Number of corrective actions from TMR Traffic Management RSAs closed out and remaining open (within and outside agreed timeframes). (Reporting period and project to date) • Number of closed out corrective actions subsequently assessed for post implementation effectiveness.	(C)
2.5	Safety Induction Training	• Number of people still to be safety inducted compared to when they started on site (reporting period).	(C)

2.2.2 Compliance

Compliance governance measures are requirements that facilitate regular assessment by TMR of project compliance in achieving certain regulatory, policy and related contractual requirements. The reporting also supports TMRs governance role in reporting on compliance at both the project specific and project program level.

It is mandatory that this project report against 'Core' (C) Performance Measures.

The following table outlines the Compliance governance measures relevant to KRA 2 - Safety.

#	Governance Area	Governance Reporting	Core (C) / Optional (O)
2.6	All Audits including critical risk	• Number of audits performed, including critical risk safety issues, as compared with number of scheduled audits (reporting period). • Number of safety non-conformances / observations closed out and remaining open (within and outside agreed timelines) (Reporting period and project to date) • Number of implemented actions subsequently reviewed for effective operation (reporting period)	(C)

#	Governance Area	Governance Reporting	Core (C) / Optional (O)
2.7	All Safety Incidents (including near miss incidents)	- All safety incidents with injuries (reporting period and project to date) - All safety incidents with no injuries (reporting period and project to date) - Safety Alert - Learnings Report issued re Serious Claims / Notifiable / Near Miss Incidents. (Reporting period and project to date)	(C)
2.8	Investigations – Safety Incidents	- Number of Safety incidents investigated - dissection including Serious Claims / Notifiable Incidents / Near Misses (reporting period and project to date) - Number of required actions identified by the investigation closed out (dissection including Serious Claims / Notifiable Incidents / Near Misses) (reporting period and project to date) - Number of closed actions subsequently reviewed for effective implementation. (reporting period)	(C)
2.9	Regulatory Interactions	- Number of visits by the regulator (reporting period and project to date) - Number of enforcement notices received and closed out (<i>improvement, infringement, prohibition</i>) (reporting period and project to date) - Number of enforcement notices not closed out within the notice period (reporting period and project to date) - Number of prohibition notices received and closed out (<i>improvement, infringement, prohibition</i>) (reporting period and project to date) - Number of prohibition notices not closed out within the notice period (reporting period and project to date)	(C)
2.10	Fitness for Work / Alcohol and other drugs in the workplace	- Number of days on which drug and alcohol tests performed compared to scheduled days for testing (per Contractor's drug and alcohol testing program). (Reporting period and project to date) - Number of drug and alcohol tests undertaken, including the number of non-negative results (reporting period and project to date) - Number of workers tested as compared with the number of workers on the project (reporting period and project to date)	(C)

2.2.3 Information

The information requirements facilitate capturing of key project related information at a project program level to monitor trends, provide comparative data and inform future policy. The information reporting relates to policy intent for which information is currently being gathered to inform future actions.

It is mandatory that this project report against 'Core' (C) Performance Measures. 'Optional' (O) Information Measures are available based on project and/or region-specific requirements.

The following table outlines the Information requirements relevant to KRA 2 - Safety.

#	Information Area	Information Reporting	Core (C) / Optional (O)
2.11	Serious Claims and Serious Claims Frequency Rate	- Number of serious claims, reported (reporting period and project to date) - Number of serious claims per million hours worked (reporting period and project to date)	(C)
2.12	Notifiable Incidents	Number of notifiable incidents reported (death, serious injury, illness, dangerous incident) (reporting period and project to date).	(C)
2.13	Lost Time Injury Frequency Rate	Number of lost time injuries in the reporting period / Total hours worked in the reporting [period * 1,000,000]	(O)
2.14	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)	(O)

2.3 Key Result Area 3 – Local supply chain and manufacturing

2.3.1 Performance

Performance measures are requirements aligned to key TMR priorities that can be utilised to monitor and drive higher outcomes from a program level.

It is mandatory that this project report against 'Core' (C) Performance Measures.

The following table outlines the performance measures relevant to KRA 3 – Local supply chain and manufacturing.

#	Performance Area	Performance Measures	Core (C) / Optional (O)
3.1	Maximising Local Content Procurement	Local spend by QCLC defined region (\$ and %). (Reporting period and project to date)	(C)

#	Performance Area	Performance Measures	Core (C) / Optional (O)
3.2	Enhanced Local Participation	Dissection of actual spend by zone as compared with contract target spend by zone (reporting period and project to date).	(C)
3.3	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)	(C)

2.3.2 Compliance

Compliance governance measures are requirements that facilitate regular assessment by TMR of project compliance in achieving certain regulatory, policy and related contractual requirements. The reporting also supports TMRs governance role in reporting on compliance at both the project specific and project program level.

It is mandatory that this project report against 'Core' (C) Performance Measures. 'Optional' (O) Governance Measures are available based on project and/or region-specific requirements.

The following table outlines the Compliance governance measures relevant to KRA 3 – Local content and manufacturing.

#	Governance Area	Governance Reporting	Core (C) / Optional (O)
3.4	Building Local Capability (Local Industry Participation Plan (LIPP))	Monthly performance activities as compared with LIPP performance requirements (ongoing). (reporting period and project to date)	(C)
3.5	Information / Bidder Sessions	Number of local supplier's buyer sessions held as compared with the LIPP target (reporting period and project to date)	(O)

2.3.3 Information

The information requirements facilitate capturing of key project related information at a project program level to monitor trends, provide comparative data and inform future policy. The information reporting relates to policy intent for which information is currently being gathered to inform future actions.

It is mandatory that this project report against 'Core' (C) Performance Measures.

The following table outlines the Information requirements relevant to KRA 3 Local content and manufacturing.

#	Information Area	Information Reporting	Core (C) / Optional (O)
3.6	Spend with Quality Social Enterprises	Total spend with genuine Quality Social Enterprises (list enterprises and \$) (reporting period and project to date)	(C)

For Local Benefits Test guidance visit: [Applying the local benefits test | Business Queensland](#)

2.4 Key Result Area 4 – Sustainability

2.4.1 Measures and Targets

TMR Supplementary Specification (CN-13712) 'PSTS-13 Supplementary Specification – Infrastructure Sustainability' (PSTS-13) applies to this Project. PSTS-13 is targeting an As-Built rating of 'Excellent' under the Infrastructure Sustainability Council of Australia (ISCA) rating scheme, Technical Manual Version 1.2 (with selected credits to use the Version 2 requirements where noted).

PSTS-13 (Appendix G) outlines the nominated minimum targets for individual Credits for the IS As-Built rating.

2.4.2 Compliance

For the purposes of KRA 4 Sustainability, performance and reporting requirements are those as outlined in PSTS-13 and in the table below.

Compliance governance measures are requirements that facilitate regular assessment by TMR of project compliance in achieving certain regulatory, policy and related contractual requirements. The reporting supports TMRs governance role in reporting on compliance at both the project specific and project program level.

It is mandatory that this project report against 'Core' (C) Performance Measures.

The following table outlines the Compliance governance measures relevant to KRA 4 – Sustainability.

#	Governance Area	Governance Reporting	Core (C) / Optional (O)
4.1	PSTS-13 Sustainability Audit Findings closed out	- Number of Sustainability Audits attended by an Independent Reviewer and the Administrator. (reporting period and project to date) - Infrastructure Sustainability Audits performed as compared with planned audits as per the Infrastructure Sustainability Audit Schedule (reporting period and project to date).	(C)

#	Governance Area	Governance Reporting	Core (C) / Optional (O)
		Number of audit findings open and closed out (within and outside agreed timeframes).	
4.2	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	(C)

2.5 Key Result Area 5 – Project Delivery Optimisation

2.5.1 Compliance

Compliance governance measures are requirements that facilitate regular assessment by TMR of project compliance in achieving certain regulatory, policy and related contractual requirements. The reporting also supports TMRs governance role in reporting on compliance at both the project specific and project program level.

It is mandatory that this project report against 'Core' (C) Performance Measures. 'Optional' (O) Governance Measures are available based on project and/or region-specific requirements.

The following table outlines the Compliance governance measures relevant to KRA 5 Project Delivery Optimisation.

#	Governance Area	Governance Reporting	Core (C) / Optional (O)
Building Information Management			
5.1	BIM Non-conformance close-out from TMR Reviews	Issues / non-conformances raised from TMR reviews have been closed out (within or outside agreed timeframes). (Reporting period and project to date)	(C)
5.2	BIM Completed as constructed survey actioning	Completed as-constructed survey provided to contract administrator in line with the contractor's Construction Plan milestones.	(C)
5.3	BIM 3D as-constructed object model uploaded	3D as-constructed object model uploaded into CDE collaboration tool as agreed at the scheduled as-constructed data coordination / handover meetings.	(C)
Stakeholder Communications			
5.4	Timely communication	Actual timelines for preparation and distribution of communication and engagement materials for all	(C)

#	Governance Area	Governance Reporting	Core (C) / Optional (O)
		stakeholders as compared with agreed and defined timelines per approved TMR Communication and Engagement Plan, underpinned by the submitted and approved contractors detailed communication plan. (reporting period and project to date)	
5.5	Timely responses to enquiries and complaints	- All enquiries and complaints acknowledged within timelines in the approved Communication and Engagement Plan. (reporting period and project to date) - Actual timelines used to respond to enquiries and complaints as compared with the timelines in the approved Communication and Engagement Plan and contract requirements. (reporting period and project to date)	(C)
5.6	Stakeholder communication and engagement satisfaction	- Average User Survey Result for internal one team, including Administrator (reporting period and project to date) - Average User Survey Result performed for external stakeholders (independent survey entity) (reporting period and project to date)	(O)
5.7	Stakeholder database management – Consultation Manager	- Consultation Manager Database is up to date and captures insights and information obtained through stakeholder interactions. - The Communication and Engagement Performance Report is produced monthly and incorporates a Consultation Manager Monthly Report snapshot.	(C)
Environmental			
5.8	Erosion and sediment control – Independent environmental site inspections	Number of independent environmental site inspections with no major non-conformances compared to the total number of site inspections carried out by TMR or independent auditors. (reporting period and project to date)	(C)

#	Governance Area	Governance Reporting	Core (C) / Optional (O)
		(NOTE: Where there are repetitive issues on a lower risk control and nothing has been done to fix it, then the Contractor can fail the next inspection.)	
5.9	Environmental non-conformance and corrective action close out	Frequency of non-conformance and corrective action closed out within agreed timeframes". (reporting period and project to date)	(C)
5.10	Records and Registers – Practical Completion	Environmental record requirements per Clause 7.8 of MRTS51 submitted to Administrator prior to practical completion with evidence that all actions closed out, including contractual-non-conformances.	(C)
5.11	Dust control	Number of repeat NCRs and ineffective control measures. (reporting period and project to date)	(C)
5.12	Environmental nuisance is reduced	- Promptness in rectifying serious nuisance occurrences (within and outside agreed timeframes) - Number of nuisance occurrences actions closed out subsequently assessed post implementation for effectiveness. (reporting period)	(C)
Utility Relocations			
5.13	Utility Relocation Works – As Constructed Survey Data provided (where the contractor is responsible for the relocation)	For each relocated utility, As Constructed Survey Data provided to TMR to be in a 12D and/or BIM format as required by the contract for asset realignment or protection.	(C)
Practical Completion			
5.14	Timely achievement of practical completion	Actual Practical Completion Date as compared with the contract practical completion date.	(C)
5.15	Completion of As-Constructed Plans	Date As-Constructed Plans completed as compared with the final certificate date.	(C)

#	Governance Area	Governance Reporting	Core (C) / Optional (O)
5.16	Rectification of defects including timeliness	- Number of serious defects identified (reporting period and project to date). - Number of serious defects closed out (within and outside agreed timeframes). - Number or repeat defects. (reporting period and project to date)	(C)
	Quality		
5.17	Construction Lot Status	% of lots closed within 60 days and deemed compliant when audited within 30 days thereafter (reporting period and project to date).	(C)
5.18	Request for Information Status (RFIs)	RFIs closed out (within and outside agreed timeframes)	(C)
5.19	Hold and Witness Point Status	Hold and witness points within the reporting period due for completion (completed and outstanding).	(C)
5.20	NCR Status	Number of repeat NCRs. (reporting period and project to date)	(C)
	Weather		
5.21	Rainfall – Contractor protects the works to reduce impacts	- Number of rainfall events in the reporting period. - Number of non-conformances with the Contractors SWMP. (reporting period and project to date) - Rework after rainfall event is minimal – time and cost. (reporting period and project to date)	(C)
5.22	Hot weather – Contractor has facilities in place to manage impacts	- Number and length of hot weather events in the reporting period - Number of non-conformances with the Contractors SWMP (reporting period and project to date)	(C)
	Relationships		
5.23	Effective Relationship Management (PSTS-10)	Number and duration of relationship management meetings (reporting period and project to date).	(C)

#	Governance Area	Governance Reporting	Core (C) / Optional (O)
		- Number of actions required as an outcome of relationship management meetings (reporting period and project to date). - Number of actions not closed out.	
	Cost		
5.24	Consistent cashflow	Actual project claims as compared with forecast (reporting period and project to date).	(C)
5.25	Contract delivered within 10% of award amount	- Contract variations (number and value) dissected as: ➢ Due to principal directed scope changes ➢ Within project scope.	(C)
	Claims and Disputes		
5.28	No claims outside contract conditions	Number and value of rejected claims (reporting period and project to date)	(C)
5.29	Claims based on entitlements	Number and value of claims attempted to be commercially negotiated (reporting period and project to date)	(C)
5.30	Disputes based on Contractual Entitlements	Number and value of disputes not based on contractual entitlements. (reporting period and project to date)	(C)
	Key Milestones		
5.31	Achievement of key milestones	Key milestones not achieved as compared with the Contractor's works program. (reporting period and project to date)	(C)

2.5.2 Information

The information requirements facilitate capturing of key project related information at a project program level to monitor trends, provide comparative data and inform future policy. The information reporting relates to policy intent for which information is currently being gathered to inform future actions.

It is mandatory that this project report against 'Core' (C) Performance Measures. 'Optional' (O) Information Measures are available based on project and/or region-specific requirements.

The following table outlines the Information requirements relevant to KRA 5 Project Delivery Optimisation.

#	Information Area	Information Reporting	Core (C) / Optional (O)
Utility Relocations			
5.32	Utility Plant Relocation – variations (where the contractor is responsible for the relocation)	Where the contractor is responsible for the relocation (reporting period and project to date): • Number of cost variations for each utility compared with the original purchase order. • Number of schedule variations to start/end dates for each utility for scheduled works • Aggregate number of project delivery delay days caused by each Utility not undertaking its works as originally agreed. • For each utility, total direct dollar cost increase for their utility works as compared with the original purchase order • For each utility, total dollar cost of delay days (indirect costs) caused by utility works not undertaken as agreed. In supplying the above information, the following PUP relocation methods of engagement should be highlighted: • PUP authority directly engaged by TMR to undertake the relocation works, • PUP authority engaged by the contractor to undertake the relocation works, • Contractor self-performing or subcontracting out the relocation works.	(C)
Weather			
5.24	Inclement Weather drawdown - PAIP Insurance claims are minimal	• Insurance claims from inclement weather impacts (dollar value). (reporting period and project to date)	(O)

TMR Supplementary Specification (CN-13712)

PSTS-08: Supplementary Specification – Additional Geotechnical Investigation

TMR Supplementary Specification (CN-13712)

PSTS-09: Supplementary Specification – Ground Improvement

TMR Supplementary Specification (CN- 13712)

PSTS-11: Supplementary Specification – Existing Bridge
Rehabilitation

TMR Supplementary Specification (CN-13712)

PSTS-12: Supplementary Specification – Bridge and Other Structures (General)

TMR Supplementary Specification (CN-13712)

PSTS-13: Supplementary Specification – Infrastructure Sustainability

TMR Supplementary Specification (CN-13712)

PSTS-14: Supplementary Specification – Navigation Lights

TMR Supplementary Specification (CN- 13712)

PSTS-15: Supplementary Specification – Northbound Bridge Components

TMR Supplementary Specification (CN- 13712)

PSTS-16: Supplementary Specification – Southbound Bridge

Transport Infrastructure Contract

Tender Documents for Contract Number CN-13712

Part 8 – Other Documents

BEST PRACTICE INDUSTRY CONDITIONS FOR TRANSPORT CIVIL CONSTRUCTION PROJECTS

December 2020

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 includes the Centenary Bridge Upgrade 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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Part A: Quality Employment Standards

1. Contract of Employment

- 1.1 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 Employer.
- 1.2 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.
- 1.3 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.

2. Employment Security

- 2.1 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.
- 2.2 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.
- 2.3 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.
- 2.4 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.
- 2.5 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.
- 2.6 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.

3. Individual Flexibility Agreements

- 3.1 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.
- 3.2 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:

- 3.2.1 are about permitted matters under section 172 of the FW Act; and
 - 3.2.2 relates only to:
 - 3.2.2.1 time between which ordinary hours are worked;
 - 3.2.2.2 salary sacrifice agreements;
 - 3.2.2.3 reduction in ordinary hours;
 - 3.2.2.4 increase in annual leave accrual each year;
 - 3.2.2.5 increase in rate of accrual of Rostered days off;
 - 3.2.2.6 increase in wages;
 - 3.2.2.7 increase in training leave (Union or otherwise);
 - 3.2.3 are not unlawful terms under section 194 of the FW Act; and
 - 3.2.4 result in the Employee being better off overall than the Employee would be if no arrangement (variation agreement) was made.
- 3.3 The Employer must also ensure that any such variation agreement is:
- 3.3.1 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);
 - 3.3.2 includes the name of the Employer and Employee;
 - 3.3.3 signed by the Employer and the Employee, and if the Employee is under 18, by a parent or guardian of the Employee;
 - 3.3.4 provided to the Employee within 14 days after it is agreed to; and
 - 3.3.5 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.

4. Inclusion

First Nations People

- 4.1 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.
- 4.2 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.
- 4.3 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:
 - 4.3.1 access to annual leave for participation in cultural and ceremonial activities;
 - 4.3.2 skill and career development opportunities for ATSI Employees; and
 - 4.3.3 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.

5. Hours of Work

5.1 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.

5.2 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.

5.3 Overtime

It is the intention of the Employer and Employees that excessive overtime will not be worked.

5.4 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:

- 5.4.1 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;
- 5.4.2 the Employee's personal circumstances including any family responsibilities;
- 5.4.3 the notice (if any) given by the Employer of the overtime and by the Employee of his or her intention to refuse it; and
- 5.4.4 any other relevant matter.

5.5 RDO and Weekend Work

- 5.5.1 The provisions of this Document relating to RDOs will apply to work conducted under this clause.
- 5.5.2 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
- 5.5.3 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).

6. Shift Work

- 6.1 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.

6.2 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.

6.3 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.

6.4 Shift loading shall not apply to shift work performed on a Saturday or Sunday.

6.5 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.

6.6 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.

7. 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).

8. Rostered Day Off

8.1 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).

8.2 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.

8.3 Payment for RDOs will include an entitlement to the daily fares and travel allowance.

8.4 Each day of leave taken and any public holiday occurring during any cycle will be regarded as a day worked for accrual purposes.

8.5 An Employee who has not worked a complete cycle will receive pro rata accrued entitlements payable for the rostered day off.

8.6 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.

8.7 Where the Employer wants an Employee or Employees to work on an RDO, the following process shall be followed:

8.7.1 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

8.7.2 The Employer must consult with the affected Employee(s); and

8.7.3 Provide affected Employee/s the opportunity to notify the Union using the form provided for in Appendix E, or other chosen representative/s in writing (or email) prior to the RDO that work will be

performed.

- 8.8 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.
- 8.9 An Employee may refuse to work an RDO in circumstances where the working of such an RDO would result in the Employee working hours which are unreasonable having regard to matters including:
 - 8.9.1 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;
 - 8.9.2 the Employee's personal circumstances including any family responsibilities;
 - 8.9.3 any other relevant matter; and
 - 8.9.4 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.

9. Apprentices and Trainees

- 9.1 Apprentices/Trainees shall be entitled to all of the applicable rates and conditions of employment prescribed by this Document.
- 9.2 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.
- 9.3 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*.
- 9.4 Apprentices/Trainees shall be entitled to be paid the daily fares and travel allowance whilst attending training.
- 9.5 The Employer shall be responsible for meeting all costs associated with Apprenticeship/Traineeship training, including any student registration, tuition fee or other course costs.
- 9.6 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.
- 9.7 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.
- 9.8 Where an Apprentice has entered a Competency Based Training document, the provision of tools will be on the following basis:
 - 9.8.1 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;
 - 9.8.2 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;
 - 9.8.3 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;

- 9.8.4 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 9.6 and clause 9.7 above.

9.9 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:

- 9.9.1 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;
- 9.9.2 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
- 9.9.3 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

10. Casual Employment

- 10.1 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.
- 10.2 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.
- 10.3 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.
- 10.4 A casual Employee for working ordinary time shall be paid 125% of the hourly rate prescribed for the Employee's classification.
- 10.5 A casual Employee required to work overtime, or weekend work shall be entitled to the relevant penalty rates prescribed in this Document:

- 10.5.1 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;
- 10.5.2 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
- 10.5.3 where the relevant penalty is a public holiday, the Employee shall be paid 275% of the hourly rate prescribed for the Employee's classification.
- 10.6 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.
- 10.7 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.
- 10.8 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 10.8 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.

11. Termination of Employment

- 11.1 Employment may be terminated by the Employer due to performance/general misconduct, serious and wilful misconduct, or Redundancy.
- 11.2 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.

11.3 Step 1 – First Written Warning

- 11.3.1 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:

11.3.1.1 The issues of concern; and

11.3.1.2 The standards of improvement required.

- 11.3.2 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.

11.4 Step 2 – Final Written Warning

11.4.1 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:

11.4.1.1 The issues of concern; and

11.4.1.2 The standards of improvement required; and

11.4.1.3 That it is a final written warning and that failure to meet the standards of improvement stated therein may lead to dismissal.

11.4.2 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.

11.5 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.

11.6 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.

11.7 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.

11.8 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.

11.9 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.

12. Salary Sacrifice Arrangements

12.1 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:

12.1.1 Accessing a salary sacrifice arrangement is a voluntary decision to be made by the individual Employee.

12.1.2 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.

12.2 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.

13. 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 B](#).

13.1 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

13.2 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

13.3 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

13.4 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

13.5 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
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13.6 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

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:
- 15.1.1 \$73.00 per Employee effective first pay period January 2020;
 - 15.1.2 \$77.00 per Employee effective first pay period January 2021; and
 - 15.1.3 \$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:
- 15.2.1 \$10.00 per Employee effective first pay period January 2020;
 - 15.2.2 \$10.00 per Employee effective first pay period January 2021; and
 - 15.2.3 \$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:
- 15.3.1 1st stage – 50%;
 - 15.3.2 2nd stage – 60%;
 - 15.3.3 3rd stage – 75%; and
 - 15.3.4 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:

17.1.1.1 1st Stage – 75%;

17.1.1.2 2nd Stage – 85%;

17.1.1.3 3rd Stage – 90%; and

17.1.1.4 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 an 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.

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;
- 18.8.1 balance of four (4) weeks leave must be maintained; and
- 18.8.2 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:
- 20.1.1 personal illness or injury (sick leave);

20.1.2 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

20.1.3 Bereavement leave.

20.2 Personal leave shall accrue as follows:

20.2.1 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;

20.2.2 12 days at the beginning of the Employees second and each subsequent year will commence on the anniversary of engagement; and

20.2.3 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:

21.2.1 a person who is, or has been, the relevant person's spouse or domestic partner;

21.2.2 a person who has, or has had, an intimate personal relationship with the relevant person;

21.2.3 a person who is, or has been, a relative of the relevant person;

21.2.4 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

21.2.5 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

21.5.1 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.

21.5.2 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.

21.5.3 The Employee shall give as much notice as reasonably possible prior to taking the leave under this clause.

21.5.4 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.

21.5.5 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.

Part B: Safe Workplace Standards

1. 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
- 1.2. 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.
- 1.3. 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.
- 1.4. No agreement to pay cash in lieu of supply of clothing/footwear is permitted.
- 1.5. When the Employer requires an Employee to wear spectacles with toughened glass lenses the Employer will pay the cost of the toughening process.

2. Training and Related Matters

- 2.1. 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.
- 2.2. 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.
- 2.3. 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.
- 2.4. 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.
- 2.5. 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.
- 2.6. 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.
- 2.7. Nothing in this subclause requires the Employer to provide information in a manner that is inconsistent with the *Privacy Act 1988 (Cth)*.

3. Health and Safety Representatives

- 3.1. 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;
- 3.2. 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.
- 3.3. 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.
- 3.4. 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.

4. Health and Safety Representative Meetings

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.

5. Procedure for Dealing with Safety Incidents

- 5.1. 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.
- 5.2. 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"

- 5.3. 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.
- 5.4. 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
- 5.5. 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.
- 5.6. 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.

5.7 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.

5.8 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.

5.9 Direction to cease work

5.9.1 If –

- 5.9.1.1 an issue concerning health or safety arises at a workplace or from the conduct of the undertaking of the Employer; and
- 5.9.1.2 the issue concerns work which involves an immediate threat to the health and safety of a person; and
- 5.9.1.3 given the nature of the threat and degree of risk, it is not appropriate to adopt the processes set out in clause 5.7 above –

5.9.2 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.

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

6. 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, 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.

7. Hot Weather Guidelines

7.1 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.

7.2 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 7.6 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.

- 7.3 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:
- 7.3.1 rescheduling work so the hot tasks are performed during the cooler part of the day;
 - 7.3.2 where possible, reducing the time spent doing hot tasks (for example, by job rotation);
 - 7.3.3 where possible, arranging for more workers to do the job;
 - 7.3.4 providing extra rest breaks in a cool area;
 - 7.3.5 providing cool drinking water and ice (machines) near the work site;
 - 7.3.6 increasing air movement by fans or coolers;
 - 7.3.7 installing shade cloth to reduce radiant heat from the sun; and
 - 7.3.8 consideration should be given to working an eight-hour day.
- 7.4 Once the temperature reaches Extreme Hot Weather, the following process will be followed:
- 7.4.1 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 7.5 below.
 - 7.4.2 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 7.5 below.
- 7.5 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.
- 7.6 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.

8. Quality Building Materials

- 8.1. 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.

- (d) 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.
- 8.2. 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.
- 8.3. 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.
- 8.4. 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 8.3 above.

Part C: Administration

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:
 - 1.5.1 all relevant information about the change including the nature of the change proposed;
 - 1.5.2 information about the expected effects of the change on the Employees; and
 - 1.5.3 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:
 - 1.10.1 discuss with the relevant Employees the introduction of the change;
 - 1.10.2 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:
 - 1.10.2.1 all relevant information about the change, including the nature of the change;
 - 1.10.2.2 information about what the Employer reasonably believes will be the effects of the change on the Employees; and
 - 1.10.2.3 information about any other matters that the Employer reasonably believes are likely to affect the Employees;

- 1.10.3 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
- 1.10.4 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. Security of Payments

- 3.1 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.
- 3.2 The Employer acknowledges its obligations under the *Building Industry Fairness (Security of Payment) Act 2017 (Qld)*.
- 3.3 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.

3.4 The Employer will:

- 3.4.1 comply with all applicable laws and other requirements relating to the security of payments that are due to subcontractors;
- 3.4.2 ensure that payments which are due and payable are made in accordance with applicable legislative requirements including the Code and are not unreasonably withheld;
- 3.4.3 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
- 3.4.4 as far as practicable, ensure that disputes about payments are resolved in a reasonable, timely and cooperative way.

3.5 The Employer will keep records demonstrating its compliance with clause 3.4 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 3.4 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)*.

4. Sham Contracting

- 4.1 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.
- 4.2 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:
 - 4.2.1 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
 - 4.2.2 if the contract were entered into with the individual, the contract would be a contract of employment.
- 4.3 The Employer will maintain records about any Contractors that it has engaged in the preceding month which will include:
 - 4.3.1 the name of the Contractor;
 - 4.3.2 the owner(s) of the Contractor;
 - 4.3.3 the works that the Contractor was engaged to perform;
 - 4.3.4 basis on which the Contractor was paid for the work e.g. lump sum/fixed price, daily rate, other; and
 - 4.3.5 advice as to whether the works that the Contractor was engaged to perform were previously performed by an Employee covered by this Document.
- 4.4 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)*.
- 4.5 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:
 - 4.5.1 175% of the applicable rate; plus

4.5.2 The site allowance (if applicable); plus

4.5.3 The multi-storey allowance (if applicable); plus

4.5.4 Contributions to the nominated Superannuation fund and redundancy contribution fund.

5. Engagement of Non-Citizens or Non-Residents

- 5.1 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.
- 5.2 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.
- 5.3 The Employer will not engage temporary non-citizens or non-residents unless:
- 5.3.1 the position is first advertised in Australia; and
 - 5.3.2 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
 - 5.3.3 any skills or experience requirements set out in the advertising were appropriate to the position; and
 - 5.3.4 the employer demonstrates that no Australian citizen or Australian permanent resident is suitable for the job;
 - 5.3.5 temporary non-citizens or non-residents will be engaged in accordance with this Document.
- 5.4 The Employer will, within 7 days of receiving a written request from an Employee 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 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.

6. Relationship to Awards and Other Documents

- 6.1 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*

7. Compliance with this Document

- 7.1 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.
- 7.2 In addition to above, the Parties recognise their ongoing legal requirement to be compliant with Australian laws and regulations.
- 7.3 The Employer will conduct an audit using the Audit Form to confirm compliance with:
- 7.3.1 Awards and workplace arrangements which have been certified, registered or otherwise approved under the relevant industrial legislation;
- 7.3.2 Legislative requirements such as:
- 7.3.2.1 *the Fair Work Act 2009*;
- 7.3.2.2 QLD Workers Compensation;
- 7.3.2.3 Superannuation; and
- 7.3.2.4 Long Service Leave.
- 7.4 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.

8. Positing of Documents and Notices

- 8.1 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.

9. 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.

10. Time and Wages Records

- 10.1 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:
- 10.1.1 name of Employer;
- 10.1.2 name of Employee;
- 10.1.3 employee's classification;
- 10.1.4 date of payment and period covered by wage statement;
- 10.1.5 details of the number of ordinary hours worked;
- 10.1.6 details of the number of overtime hours worked;

- 10.1.7 the ordinary hourly rate and amount paid at that rate;
 - 10.1.8 the overtime hourly rates and the amounts paid at that rate;
 - 10.1.9 the gross wages paid;
 - 10.1.10 the net wages paid;
 - 10.1.11 details of any deductions made from wages;
 - 10.1.12 details of all accrued entitlements such as RDOs, personal leave, annual leave etc.; and
 - 10.1.13 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.
- 10.2 In addition, the Employer must also maintain the following time and wage records:
- 10.2.1 the Employee's date of birth;
 - 10.2.2 date when the Employee became an Employee of the Employer, if appropriate, the date when the Employee ceased employment with the Employer;
 - 10.2.3 the Employee's tax file number;
 - 10.2.4 the Employee's Superannuation Membership number;
 - 10.2.5 daily details of work including;
 - 10.2.5.1 Daily start time and finish time;
 - 10.2.5.2 Time lunch and crib breaks taken;
 - 10.2.5.3 Total ordinary hours worked and resulting wage;
 - 10.2.5.4 Total time and a half hour worked and resulting wage;
 - 10.2.5.5 Total double time hours worked and resulting wage;
 - 10.2.6 details of allowances paid;
 - 10.2.7 details and payment for RDOs, Personal and annual leave, public holidays;
 - 10.2.8 details of deductions;
 - 10.2.9 details of additions;
 - 10.2.10 total gross allowances paid per week and year to date;
 - 10.2.11 total gross wages paid per week and year to date;
 - 10.2.12 tax deducted from wages per week and year to date;
 - 10.2.13 net wages per week and year to date;
 - 10.2.14 RDO's, sick and annual leave accrued per week and year to date; and
 - 10.2.15 Superannuation and Redundancy contributions paid per week and year to date.

11. Union Representatives and Delegates

11.1 Where an Employee has been elected as a Union Delegate, the Employer will recognise the following rights:

- 11.1.1 the right to be treated fairly and to perform their role without any discrimination in their employment;
- 11.1.2 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;
- 11.1.3 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;
- 11.1.4 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;
- 11.1.5 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;
- 11.1.6 the right to represent the interests of members in their workplace to the Union, the Employer and industrial tribunals/courts;
- 11.1.7 the right to represent the interests of Employees who request their assistance in their workplace to the Employer and industrial tribunals/courts;
- 11.1.8 the right for reasonable time off to attend accredited union education;
- 11.1.9 the right to take reasonable leave to work with the Union; and
- 11.1.10 the right to have reasonable time off to participate in the operation of the union.

12. Union Training Leave

- 12.1 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.
- 12.2 Consultation may take place between the parties in the furtherance of this objective.
- 12.3 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:
 - 12.3.1 the name of the Union Delegate seeking the leave;
 - 12.3.2 the period of time for which the leave is sought (including course dates and the daily commencing and finishing times); and
 - 12.3.3 a general description of the content and structure of the course and the location where the course is to be conducted.
- 12.4 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.
- 12.5 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.

- 12.6 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.
- 12.7 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.
- 12.8 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.
- 12.9 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.
- 12.10 Leave of absence granted pursuant to this clause shall count as service for all purposes of this Document.

13. Union Delegate Facilities

- 13.1 The Employer shall provide an agreed shared 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:
 - 13.1.1 a telephone;
 - 13.1.2 reimbursement for an iPad equipped with mobile Internet access;
 - 13.1.3 a table and chairs;
 - 13.1.4 a filing cabinet;
 - 13.1.5 air-conditioning/heating;
 - 13.1.6 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
 - 13.1.7 a private lockable area.

Appendices

Appendix A: Standard 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 Part C, clause 6 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).

FW Act means the *Fair Work Act 2009 (Cth)*.

FWC means the Fair Work Commission.

HSR means Health and Safety Representative elected to represent workers on health and safety and matters have responsibilities under the WHS Act.

Injury shall have the same definition as the *Workers' Compensation and Rehabilitation Act 2003 (Qld)* as applicable.

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.

Onsite 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 good to be used for any of the work mentioned above (in the BCIP Act definition of 'building work'), directly to construction sites where that work is being or may be performed.

Overtime means any time worked in excess of or outside of the ordinary working hours as prescribed in Part A, clause 5 of this Document.

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 B: 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.

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.
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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;

	• 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, CO2 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
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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.
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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 C: 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.

"Journeyman" 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 1" 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 1" 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 D: 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 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.

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.

Appendix E: 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 8.7(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: