

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

WITNESS STATEMENT OF JOHN (JACK) JOSEPH RYAN

I, **JOHN JOSEPH RYAN**, Deputy Regional Director, Metropolitan Region in the Department of Transport and Main Roads, solemnly and sincerely declare:

Introduction

1. I make this Statement in response to a notice issued by Stuart John Wood AM KC, the Commissioner appointed pursuant to the *Commissions of Inquiry Order (No. 2) 2025*.
2. Attached to this Statement is a bundle of documents (**Bundle**). I refer to relevant documents by reference to the page number of that Bundle.

Background

3. I am the Deputy Regional Director, Metropolitan Region (**DRD Metropolitan**) in the Department of Transport and Main Roads (**DTMR**).
4. I have been in my current role since 2018.
5. I have occasionally acted in the position of Regional Director, Metropolitan Region, during:
 - (a) 4 October 2021 to 16 January 2022;
 - (b) 6 April 2021 to 30 April 2021;
 - (c) 9 May 2022 to 12 February 2023;
 - (d) 1 April 2024 to 12 April 2024; and
 - (e) 27 March 2026 to 10 April 2026.
6. As DRD Metropolitan, my reporting line in DTMR is as follows:
 - (a) Regional Director, Metropolitan Region - Stephen Mallows;
 - (b) General Manager, Program Delivery & Operations - Ann-Maree Knox;
 - (c) Deputy Director-General, Infrastructure Management & Delivery - Julie Mitchell; and
 - (d) Director-General - Sally Stannard.
7. In my role as DRD Metropolitan, I have had, and continue to have, oversight of the Centenary Bridge Upgrade Project (**Project**). I also attend the site approximately monthly for Contract Leadership Team meetings and have done so since the commencement of construction.

The Procurement Process for the Project

8. The Project was the first project undertaken by DTMR which incorporated BPICs in the tender process.
9. The procurement process for the Project followed a structured, staged approach in line with the requirements described in DTMR's Transport Infrastructure Project Delivery System (**TIPDS**).
10. DTMR engaged Darren Laarhoven of UHY Haines Norton Chartered Accountants (**UHY Haines**) as the probity adviser for the procurement process. Mr Laarhoven attended panel meetings with DTMR personnel.
11. During the Envelope 3 process, which is explained in detail below, DTMR engaged Scott Gartrell of KPMG to provide industrial relations advice. I was not involved in engaging Mr Gartrell and recall that he attended meetings primarily to assist Deanne Hawkswood, who was the Chief Procurement Officer for DTMR, but she was seconded into DTMR's Infrastructure Management Division as General Manager for Strategic Procurement. Mr Gartrell's involvement in the meetings was limited.
12. Mr Laarhoven's and Mr Gartrell's roles were confined to providing advice. Neither Mr Laarhoven or Mr Gartrell exercised any influence over the decisions of the departmental officers who comprised the assessment panels.
13. The procurement process commenced on 10 May 2021 with the Expressions of Interest (**EOI**) phase and concluded with the issue of the Letter of Acceptance to the preferred tenderer, Georgiou Group Pty Ltd and BMD Constructions Pty Ltd Joint Venture (**GBJV**), on 16 December 2022. The Formal Instrument of Agreement was subsequently executed on 23 February 2023.
14. The procurement process for the Project is set out in the Tender Recommendation Report prepared by DTMR, dated December 2022 (**Tender Report**).
15. A copy of the Tender Report dated December 2022 is **Annexure JR-1, pages 2 to 245** of the Bundle.
16. The process, as set out on Page 1 of the Tender Report comprised:
 - (a) Stage 1 Expressions of Interest:
 - (i) EOI Evaluation (100% non-price);
 - (ii) shortlist applicants;
 - (b) Stage 2 Request for Tender:
 - (i) Tender Evaluation 30% non-price and 70% price;
 - (ii) Envelope 3 Process with top-ranked tenderer on their proposed list of KRA Provisional Sum schedules;
 - (c) Selection of preferred tenderer;
 - (d) Contract award.

17. DTMR used QTenders to advertise and communicate with tenderers during all stages of the tendering process. QTenders is the official online portal used by the Queensland Government to advertise, manage and award public sector contracts. It allows businesses to view open tenders, submit bids and compete for government work across sectors like construction, IT, and health services.
18. The membership of the Stage 1 Expressions of Interest panel was:
 - (a) Jeffrey Weeks, Project Director (Centenary Bridge Upgrade);
 - (b) Gavin Allen, Principal Engineer (Civil); and
 - (c) Trevor Land, Project Director (North Coast Region).
19. The membership of the Stage 2 Request for Tender panel was:
 - (a) Junwei Ang, Principal Engineer (Civil);
 - (b) Jeffrey Weeks, Project Director (Centenary Bridge Upgrade);
 - (c) Gavin Allen, Assurance and Performance Manager (Office of the Deputy Director-General); and
 - (d) Trevor Land, Regional Project Director (Significant Projects), North Coast Region.

Stage 1 – Expressions of Interest

20. EOIs were invited from pre-qualified contractors via QTenders on 10 May 2021.
21. Six contractors expressed interest in the Project, being:
 - (a) Bielby Hull Brady Joint Venture (BHB);
 - (b) CPB Contractors Pty Ltd (CPB);
 - (c) Fulton Hogan BESIX Watpac Joint Venture (FHBWJV);
 - (d) GBJV;
 - (e) John Holland Qld Pty Ltd (JH); and
 - (f) McConnell Dowell Seymour Whyte Joint Venture (MDSWJV).
22. EOIs closed on 10 June 2021.
23. Short listing from the EOIs received was based on the following selection criteria (Total Weighting: 100%):
 - (a) SC1 – Local Benefits and Best Practice Principles (40%);
 - (i) SC1a – Local Content / Benefits (KRA 1 and 3) (10%);
 - (ii) SC1b – Best Practice Workplace Health and Safety Systems and Standards (KRA 2) (10%);

- (iii) SC1c – Best Practice Commitment to Apprentices and Trainees (KRA 1) (5%);
 - (iv) SC1d – Best Practice Industrial Relations (KRA 1) (10%);
 - (v) SC1e – Proposed Workforce Profile (KRA 1) (5%);
 - (b) SC2 – Company Experience and Construction Methodology (30%):
 - (i) SC2a – Relevant Project Experience (15%);
 - (ii) SC2b – Working Over Water (KRA 2) (15%).
 - (c) SC3 – Management Plans (20%):
 - (i) SC3a – Environmental Management (6%);
 - (ii) SC3b – Traffic Management (KRA 2) (7%);
 - (iii) SC3c – Marine Execution (7%).
 - (d) SC4 – Resources (10%):
 - (i) SC4a – Project Resourcing (KRA 1) (10%).
24. CPB Contractors Pty Ltd and McConnell Dowell Seymour Whyte Joint Venture were not shortlisted for progression to the tender stage.

Stage 2 – Request for Tenders

25. The proponents who progressed to the Request for Tenders (RFT) phase were BHB, FHBWJV, GBJV, and JH.
26. Request for Tenders (RFT) was released via QTenders online portal to the four (4) Shortlisted Tenderers on Friday, 3 September 2021.
27. Tenderers were asked to submit their tenders via three separate sealed envelopes (or electronic folders), being:
- (a) Envelope 1 – non-price Tender Schedule - Key Results Areas (**KRAs**);
 - (b) Envelope 2 – pricing for the works (exclusive of BPICs), details of the contractor's projected cashflows and resourcing structure, along with any supporting documentation;
 - (c) Envelope 3 – contractor's proposed stretch targets for BPICs. The items for the stretch targets were chosen by the contractor.
28. A weighting of 30% was allocated to non-price criteria (Envelope 1) and a weighting of 70% was allocated to price (Envelope 2). The Envelope 3 process had no weighting in determining the highest ranked tenderer.
29. Tenders closed on 26 October 2021, with four conforming tenders received from:
- (a) BHB;

- (b) FHBWJV;
- (c) JH; and
- (d) GBJV.

Alternative Tenders and Unusually Low Bids

- 30. BHB also submitted an alternative tender proposing a different method for constructing the bridge girders, changing how they would be formed and connected during construction.
- 31. JH submitted an alternative tender proposing to build two entirely new bridges, rather than working with the existing structure and foundations.
- 32. While each of alternative tenders were ultimately assessed as not offering advantages over the conforming tender scope and were not progressed, they nevertheless required detailed investigation and analysis, which occurred from October 2021 to March 2022.
- 33. Also, GBJV and BHB each submitted Unusually Low Bids (ULBs) as defined in the TIPDS and the Conditions of Tendering. ULBs are triggered when the adjusted tender price is 10% or more below the median tender price.
- 34. For the Project, the adjusted tender price and calculated median tender price is set out in Table 11 in section 3.4.2 of the December 2022 Tender Recommendation Report, which is at **Annexure JR-1, page 98** of the Bundle.
- 35. Both tenderers were notified that their tenders constituted ULBs and were asked to provide further submissions and attend meetings to address the basis for their pricing.
- 36. During that process DTMR engaged an independent third-party assessor, North Projects Pty Ltd (formerly Fission Pty Ltd) to complete an independent assessment of the ULBs. The Tender Assessment Panel determined that both the ULB tenders demonstrated cost advantages and could proceed in the evaluation process.
- 37. The ULB assessment process occurred from November 2021 to December 2021, overlapping with the assessment of the alternative tenders.

Relevance of BPICs to the Tender Process

- 38. Prior to the Project, it was conventional for DTMR to run a two-stage approach whereby bidders were assessed through firstly, non-price criteria (Envelope 1) and secondly, price criteria (Envelope 2). The introduction of BPICs to the procurement process necessitated a change in approach.
- 39. BPICs was addressed in the tender process through:
 - (a) the inclusion of KRA-1 (Quality Jobs, including Best Practice Industrial Relations) in the KRAs in Envelope 1. Tenderers were asked to demonstrate, as part of Envelope 1, how they would achieve the intent and outcomes of BPICs, including workforce arrangements and engagement with subcontractors; and

- (b) Envelope 3, where tenderers were required to submit proposed provisional sums and supporting details for achieving BPICs outcomes, including methodologies, quantities, and rates. This separation ensured that BPIC commitments were not obscured within base pricing and could be transparently assessed.
40. Envelope 1 assessed non-price criteria, including BPICs. Envelope 2 assessed base pricing, with BPICs costs excluded to allow for a consistent and comparable price assessment across tenderers.
41. Through this structure, BPICs was relevant to the tendering process in two ways: first, as part of the qualitative assessment influencing tender rankings, and second, as a defined and negotiated component of the final contract value. Following the interactive process, the agreed BPIC commitments were incorporated into the contract through provisional sums, forming part of the overall project cost.
42. The Envelope 3 process provided DTMR a means to interact with the highest ranked tenderer in terms of their Envelope 3 offer. This was necessary to ensure that the Envelope 3 offer was reasonable, noting that DTMR would be required to reimburse the successful contractor for the costs incurred under the Envelope 3 stretch targets.
43. If DTMR was not satisfied with the top ranked tenderer's responses in the Envelope 3 process, it had a discretion to engage with the next highest ranked tenderer.

Envelope 3 Process with top-ranked tenderers

44. Envelope 3 was opened for the highest-ranked tenderer, GBJV.
45. A separate panel for Envelope 3, consisting of DTMR's Deanne Hawkswood, Adam Williams and myself, was formed to undertake the Envelope 3 interactions. Mr Gartrell and Mr Laarhoven assisted during the meetings but, in my view, did not influence the decisions of the panel. The panel was responsible for assessing GBJV's stretch targets.
46. GBJV participated in a series of meetings held on 30 May 2022, 13 June 2022 and 19 September 2022. During the meetings we worked through the GBJV's proposed approaches, methodologies and commercial positions. The panel reviewed each item, provided feedback, identified compliance gaps, and suggested refinements.
47. A copy of the minutes for the meeting dated 30 May 2022 is at **Annexure JR-2, pages 246 to 247** of the Bundle.
48. A copy of the minutes for the meeting dated 13 June 2022 is at **Annexure JR-3, pages 248 to 250** of the Bundle.
49. A copy of the minutes for the meeting dated 19 September 2022 is at **Annexure JR-4, pages 251 to 252** of the Bundle.
50. Following each meeting, GBJV provided updates to its proposals, including supporting documentation and pricing. This iterative cycle of submission, review and revision continued until each item in Envelope 3 was accepted, or subject to defined conditions.
51. The outcome of discussions during the Envelope 3 process prior to award of contract, can be summarised as follows:

- (a) First Envelope 3 submission received on 26 October 2021: \$17,500,00;
 - (b) Second Envelope 3 submission received on 1 July 2022: \$21,920,000;
 - (c) Third Envelope 3 submission received on 23 September 2022: \$21,920,000.
52. There was no change in price between Second Envelope 3 and Third Envelope 3 submission because GBJV did not introduce any new BPIC commitments, targets, scope or cost assumptions. Instead, GBJV reorganised the existing Envelope 3 submission, separating items that were dependent on the proposed greenfield agreement from those that were not. The underlying provisional sums remained unchanged.
53. A copy of the First Envelope 3 submission received on 26 October 2021 is at **Annexure JR-5, pages 253 to 257** of the Bundle.
54. A copy of the Second Envelope 3 submission received on 1 July 2022 is at **Annexure JR-6, pages 258 to 259** of the Bundle.
55. A copy of the Third Envelope 3 submission received on 23 September 2022 is at **Annexure JR-7, pages 260 to 261** of the Bundle.
56. There have been a number of revisions to Envelope 3 provided by GBJV following the award of contract. The further revisions have developed throughout the life of the Project, as the cost of the stretch targets have been re-assessed and refined. I revisit some of these revisions later in this Statement.

Selection of preferred contractor and contract award

57. Following completion of the Envelope 3 process in September 2022, further time was then required for internal evaluation, preparation of procurement documentation, and completion of approval processes prior to contract award.
58. At GBJV's request, DTMR issued a Letter of Comfort on 26 October 2022. The Greenfields Agreement process formed part of GBJV's proposed delivery model for its self-performing workforce and required engagement with the Fair Work Commission. The Letter of Comfort provided assurance regarding GBJV's status as the higher ranked tenderer, enabling it to progress the proposed workforce arrangements.
59. A copy of the Letter of Comfort dated 26 October 2022 is at **Annexure JR-8, page 262** of the Bundle.
60. DTMR issued a Letter of Acceptance dated 16 December 2022 to notify GBJV of its intent to enter into the contract and to enable progression of pre-contract requirements such as provision of securities, insurances and execution documentation. This was followed by the formal execution of the contract on 23 February 2023.
61. A copy of the Letter of Acceptance dated 16 December 2022 is at **Annexure JR-9, pages 263 to 264** of the Bundle.

Delays to tendering process

62. Delays occurred for the following reasons:

- (a) the need for assessment of the ULBs (November 2021 to December 2021);
 - (b) the need for assessment of the Alternative Tenders (October 2021 to March 2022); and
 - (c) the Envelope 3 process (May 2022 to September 2022).
63. The assessment of Alternative Tenders, which ran concurrently with the assessment of the ULBs, took approximately six months to complete and caused the most significant delay during the tender process. Envelope 3 then took approximately four months.
64. Contractors hold their tendered prices only for the prescribed tender validity period (150 days from tender close). As the validity period had expired TMR approached the tenderers to determine the extent of any escalation required for their existing tendered offers to remain available for acceptance under prevailing market conditions. DTMR approached Fission Pty Ltd to assist and provide an independent assessment of the likely cost increases experienced by tenderers between the original planned award and the latest planned in December 2022.
65. This process identified significant market escalation and concluded that an uplift of approximately \$23 million (excluding GST) was appropriate to reflect changes in labour, materials and construction costs since tender submission.
66. A copy of the letter I received from Fission Pty Ltd dated 30 November 2022 with this advice appears at **Annexure JR-1, page 226** of the Bundle.

Cost for the Project and impact of BPICs on cost

Timeline for the completion of the Project at time of contract award to GBJV

67. At the time of contract award, DTMR's anticipated timeline for completion of the Project was 15 December 2026.
68. DTMR generally expects that, while the Practical Completion (PC) date is established at the time of contract, it is not a fixed or guaranteed date. Under the contract, the PC date can be subject to adjustment for various factors including the impact of weather.

Anticipated cost of the Project to DTMR at time of contract award to GBJV

69. The anticipated contract cost to DTMR at the time of contract award was \$194,128,876.74 (exclusive of GST). This comprised:
- (a) \$149,208,876.74 for Envelope 2;
 - (b) \$21,920,000 for Envelope 3; and
 - (c) \$23,000,000 for market escalation.
70. The total anticipated cost of the Project to DTMR was \$298.5 million. In addition to the construction contract, this amount included costs associated with planning, design, investigations, utility relocations, project management, contract administration, specialist advisory services, property and environmental activities, and contingency allowances.

Envelope 3 quantification of BPIC costs on the Project

71. Envelope 3 provided a detailed and structured quantification of the cost impact of BPICs on the Project. GBJV's submission broke down BPIC commitments into discrete components as follows:
- (a) workforce profile changes (shift from labour hire to direct employment);
 - (b) workforce diversity and inclusion targets;
 - (c) staff wage uplifts to align with BPIC conditions;
 - (d) establishment of a project-specific greenfield industrial agreement;
 - (e) additional workforce entitlements (income protection, rostered days off, family violence leave);
 - (f) uplift of subcontractor rates and conditions to BPIC standards (including plant hire, electrical and traffic control);
 - (g) apprentices, trainees and workforce training initiatives;
 - (h) training coordination and skills development resources;
 - (i) BPIC monitoring, compliance and reporting resources;
 - (j) enhanced subcontract procurement and administration processes;
 - (k) operational impacts associated with BPIC conditions (e.g. hot weather provisions); and
 - (l) workforce wellbeing and productivity initiatives (wellness program).
72. BPICs was not a mandatory requirement of the tendering process, but rather formed part of a policy framework that tenderers were asked to consider. Accordingly, the identification, scope and content of BPICs-related initiatives were determined by each tenderer at its own discretion, including which elements of BPICs to address and the extent to which those elements were developed. Envelope 3 then provided a mechanism for tenderers to translate those broad commitments into defined initiatives.
73. The final agreed value at contract award for Envelope 3 was \$21,920,000 (exclusive of GST). This amount represents the contractor's quantified cost attributed by DTMR to implementing BPIC outcomes on the Project.

DTMR's assessment of cost impact of BPICs on the Project

74. As noted above, Envelope 3 has been revised by GBJV a number of times following award of contract.
75. A copy of the latest version of Envelope 3 (Revision 8) is at **Annexure JR-10, pages 265 to 267** of the Bundle.
76. Following contract award, Envelope 3 was revised on a number of occasions to reflect the practical realities of implementing the Best Practice Principles commitments during project delivery.

77. As with many long-term construction contracts, issues arose that were either not fully contemplated during tendering or required refinement once applied in practice. Examples included the introduction of specific arrangements for electrical and traffic control subcontractors, changes to the administration of Envelope 3 payments through provisional quantities, and the development of a mechanism to address the impacts of BPIC hot weather shutdowns.
78. On 19 and 22 January 2024, GBJV ceased work activities after site temperatures reached 35°C, which GBJV considered triggered the BPIC Extreme Hot Weather provisions. A dispute arose between GBJV and the Contractor Administrator regarding the contractual basis for recovery of costs associated with BPIC Extreme Hot Weather shutdowns.
79. The subsequent discussions and correspondence between GBJV and SMEC highlighted differing views regarding how the resulting impacts should be dealt with under the existing contract. They identified that the treatment of BPIC Hot Weather Events had not been specifically addressed within Envelope 3.
80. Consistent with the collaborative and open-book nature of the Envelope 3 arrangements, the parties subsequently developed and agreed a specific mechanism to deal with future BPIC Hot Weather Events, through the revision of Envelope 3.
81. The Contract Administrator accepted that the January 2024 events warranted a one-day extension of time due to inclement weather but rejected GBJV's position that the events constituted a Principal-caused delay giving rise to delay costs.
82. Following the dispute notices and subsequent discussions, GBJV proposed an alternative commercial mechanism whereby future costs associated with implementation of the BPIC Hot Weather Guidelines would be addressed through Envelope 3 rather than through delay cost claims, which was accepted by DTMR and the Contractor Administrator with the inclusion of Item 11 "Hot Weather" in Envelope 3.
83. GBJV is progressively compensated upon completion of the relevant stretch targets. An internal DTMR document which records payments made to GBJV in relation to Envelope 3 stretch targets for the Project, up to April 2026 is at **Annexure JR-11, page 268** of the Bundle.

Persons involved in the Project

DTMR's involvement in the Project from April 2023 onwards

84. DTMR's involvement in the Project is in its capacity as the Principal under the contract. In that role, DTMR is responsible for establishing the contract, engaging the contractor, and overseeing delivery of the Project in accordance with the contractual requirements.
85. The Principal's functions can be exercised directly or by an appointed contract administrator, which in this case was SMEC Australia Pty Ltd.
86. The Contract Administrator is responsible for the day-to-day administration of the contract for the Project, including:
- (a) assessing payment claims;

- (b) reviewing and determining contractor claims;
 - (c) considering requests for extensions of time;
 - (d) monitoring compliance with the contract terms; and
 - (e) issuing directions.
87. The Contract Administrator carries out the primary interface with the contractor in relation to the Project. Generally, DTMR does not make decisions in relation to contract management, such as variations for extension of time for wet weather, because the Contract Administrator has been delegated the power to make those decisions.
88. If a decision is particularly onerous and high level, the Contract Administrator may consult with DTMR.
89. DTMR retains overarching responsibility for achievement of Project outcomes and undertakes engagement with stakeholders such as Members of Parliament, Queensland Police Service, Queensland Ambulance Service, Workplace Health and Safety Queensland in relation to the Project.

DTMR employees who attended the Project

90. DTMR maintains a project team that regularly attends the Project site. The DTMR team is located in a separate facility, with the Contract Administrator, either on site or adjacent to the site. The following DTMR personnel attend on a regular (generally daily) basis as part of the Principal's on-site project team, undertaking engineering, project management and administrative functions:
- (a) Fran Knight, Project Director;
 - (b) Damitha Peiris, Principal Engineer (Civil);
 - (c) Imran Qaiser, Senior Engineer (Civil);
 - (d) Muhammad (Faiz) Rahmansyah, Engineer (Civil); and
 - (e) Tunya Boyce, Project Advisor.

DTMR employees with responsibility for the Project

91. Primary responsibility within DTMR for the Project is held across several roles, including:
- (a) Fran Knight, Project Director – responsible for overall project delivery at the project level;
 - (b) myself as DRD Metropolitan – responsible for direct infrastructure oversight;
 - (c) Stephen Mallows, Regional Director (Metropolitan Region) – responsible for regional oversight of project delivery; and
 - (d) Ann-Maree Knox, General Manager (Program Delivery and Operations) – responsible for financial approval and executive leadership.

Contract Leadership Team

92. The Contract Leadership Team (**CLT**) was the senior contract governance forum established under Clause 4.1 of the contract to provide leadership, oversight and relationship management between DTMR and GBJV, including monitoring project performance, governance, resourcing, risks and the resolution of significant issues. I participated in the CLT as DTMR's representative, together with Matthew Quay-Verlander (GBJV) and Sean Donald (GBJV) as the other core members.
93. Other attendees participated as required, including Fran Knight (DTMR Project Director), Leigh Hann and later James Smith (GBJV Project Manager), Peter Konecny (Contract Administrator), Chris Demartini (Contract Administrator's Representative), and Ben Schnitzerling of Red Fox Advisory, who attended in his capacity as the independent Issues Resolution Advisor.

Monthly Contractor Performance Reports

94. The monthly Contractor Performance Reports provide a structured assessment of the Contractor's performance over a defined reporting period, with the purpose of monitoring delivery against contractual, technical and operational requirements. In summary, the report evaluates performance across key areas including time management, progress against program, contract management, management systems for quality, environmental, WHS, traffic and compliance, relationship management with the Principal, stakeholders and community, and quality of work for design, construction and maintenance.
95. The Contract Administrator is the author of the reports and is responsible for compiling the data, assessing the Contractor's performance, and getting feedback from the Contractor and the Principal. s
96. The report is sent to GBJV and DTMR for comments and then finalised. Once finalised the report is then sent to DTMR's Contractor Prequalification team.

Relevant activity on the Project

97. Each time that a CFMEU official attended the Project Site, GBJV would notify the Contract Administrator and generally DTMR by sending an email.
98. A table listing, in chronological order, a record of all such notifications received by DTMR from GBJV is at **Annexure JR-12, pages 269 to 309** of the Bundle.
99. A copy of each of the emails referred to in the table ~~at Annexure JR-11~~ is at **Annexure JR-12A, pages 310 to 431** of the Bundle.
100. GBJV prepared Weekly Reports regarding Works, Personnel, Plant, Subcontractors, Deliveries, Notable Issues or Events, and Weather in relation to the Project. These reports were sent to the Contract Administrator and DTMR. The 'Notable Issues or Events' section of these reports would, on occasion, refer to CFMEU activity.
101. The Contract Administrator, SMEC, prepared monthly Contract Performance Reports, which rated GBJV's performance against time management, contract management, utilisation of management systems, relationship management, and quality of work. Page two of these reports contained overall comments from SMEC, GBJV, and DTMR. The comments section of the Contract Performance Reports for

the months of March 2024, April 2024 and May 2024 refer to CFMEU activity. Each of these reports record the escalation of CFMEU activity on the site over this period prior to the Federal Court injunction being obtained by the Contractor in May 2024.

102. A copy of the March 2024 Contractor Performance Report is at **Annexure JR-13, pages 432 to 433** of the Bundle.
103. A copy of the April 2024 Contractor Performance Report is at **Annexure JR-14, pages 434 to 435** of the Bundle.
104. A copy of the May 2024 Contractor Performance Report is at **Annexure JR-15, pages 436 to 437** of the Bundle.
105. DTMR would not prepare a report in relation to every notification that a CFMEU Official attend the Project Site received from GBJV. The CFMEU attended the site frequently, and often DTMR's reports regarding CFMEU activity would compile multiple instances of CFMEU attendance at the Project Site.
106. DTMR received or prepared the following reports about any CFMEU activity occurring in relation to the Project:
 - (a) Informal, ad-hoc reports prepared by members of the Project Team, sent to the email address CBUP@tmr.qld.gov.au, regarding specific instances of CFMEU activity on site (for example, on 13 March 2024, when the CFMEU applied stickers to the Contractor's vehicles parked on site, which appears at **Annexure JR-12A, pages 367 to 375** of the Bundle)
 - (b) A Director-General briefing dated 24 April 2024: DTMR Urgent Meeting Brief (DBN20221), which was prepared in advance of a meeting between the Director-General and GBJV leadership;

A copy of the Director-General's briefing dated 24 April 2024 is at **Annexure JR-16, pages 438 to 441** of the Bundle.
 - (c) Ministerial briefings:
 - (i) 15 May 2024 – DLO7436 Advice for Minister for Transport and Main Roads and Minister for Digital Services re Centenary Industrial Action. The version included in the Bundle are the final draft versions retained within departmental records. DLO advice notes are generally prepared to provide advice directly to the Minister's Office and do not always require formal signature. Given my role, at the request of Deputy Director-General, Julie Mitchell, I provided input on DLO7436. Ms Mitchell informed me DLO7436 was provided to Brett Reed, Chief of Staff, Minister's Office, by email on 15 May 2024.

A copy of DLO7436 Advice dated 15 May 2024 is at **Annexure JR-17, pages 442 to 449** of the Bundle.

A copy of Ms Mitchell's emailed dated 15 May 2026 is at **Annexure JR-18, page 450** of the Bundle.
 - (ii) 15 May 2024 – DLO7437 Advice for Minister for Transport and Main Roads and Minister for Digital Services re Centenary Site Progress, which explained the issues faced by GBJV in relation to the use of imported steel

for temporary works on the Project. The versions included in the Bundle are the final draft versions retained within departmental records. DLO advice notes are generally prepared to provide advice directly to the Minister's Office and do not always require formal signature. Departmental records indicate that DLO7437 was provided to Brett Reed, Chief of Staff, Minister's Office, by email on 15 May 2024.

A copy of DLO7437 Advice dated 15 May 2024 is at **Annexure JR-19, pages 451 to 452** of the Bundle.

- (iii) 5 June 2024 – DLO7469 Advice for Minister for Transport and Main Roads and Minister for Digital Services re Meeting with Construction, Forestry and Maritime Employee Union (CFMEU). The version included in the Bundle are the final draft versions retained within departmental records. DLO advice notes are generally prepared to provide advice directly to the Minister's Office and do not always require formal signature. Departmental records indicate that DLO7469 was provided to Seona Keane, Executive Officer to the Minister, Minister's Office, by email on 6 June 2024;

A copy of DLO7469 Advice dated 5 June 2024 is at **Annexure JR-20, pages 453 to 482** of the Bundle.

- (iv) 20 February 2025 – MBN27381 Department of Transport and Main Roads Decision Brief to Minister for Transport and Main Roads re Centenary Bridge Upgrade additional funding required – union disruptions and cost escalation;

A copy of the Decision Brief dated 20 February 2025 is at **Annexure JR-21, pages 483 to 487** of the Bundle

Cost or Delay Claims

Cost and delay claims brought by GBJV as a result of activity by the CFMEU

- 107. Under TMR contracts, industrial relations and union behaviour is generally treated as a Contractor risk, requiring the Contractor to manage its workforce and site conditions; any resulting disruption will only entitle the Contractor to relief where the contract expressly provides it, typically as a qualifying cause of delay for an extension of time, and not to additional cost.
- 108. The majority of the claims submitted by GBJV related to industrial relations activity, primarily by the CFMEU. There were claims related matters such as:
 - (a) the CFMEU storming the site;
 - (b) the CFMEU knocking down fences; and
 - (c) the CFMEU engaging in picketing.
- 109. For the Project, where claims were made by GBJV that violent or unlawful behaviour caused delays or additional costs beyond its control, these claims were assessed by the Contract Administrator in the usual way.
- 110. GBJV have generally requested compensation either by way of an extension of time, monetary compensation, or both. As per the terms of the contract, DTMR are not

liable to award monetary compensation for industrial incidents and as such, claims for monetary compensation have, for the most part, been rejected. The claims for extensions of time have either been agreed to, negotiated or rejected by the Contract Administrator.

111. The contract provides that where a claim cannot be resolved, it may be referred to an independent Resolution Officer, however at this time, no claims relating to activity or disruption by the CFMEU have progressed to dispute resolution.

Cost and delay claims brought by GBJV as a result of a BPICs

112. There were no successful cost or delay claims made by GBJV that were directly related to BPICs. Following the BPIC Extreme Hot Weather events on 19 and 22 January 2024, differing views arose between GBJV and the Contract Administrator regarding the treatment of the resulting impacts, noting that the contract already contained provisions for adverse weather extensions of time.
113. The issue highlighted that BPIC Extreme Hot Weather events had not been specifically addressed within the original Envelope 3 arrangements. As Envelope 3 was intended to provide a mechanism for implementing and funding Best Practice Principles initiatives developed during project delivery, Item 11 was subsequently added to address future BPIC Extreme Hot Weather events.
114. BPICs were treated as stretch targets, and contractors were reimbursed for achieving these targets as agreed upon in the contract. However, no claims for variations or delays were made on the basis of BPICs, as these were not considered grounds for such claims under the terms of the contract.

Impact of CFMEU activity or disruption on delay to the Project

115. The Project is ongoing and has not yet reached Practical Completion. It is anticipated the Practical Completion will be reached on 26 November 2027.
116. CFMEU activity contributed to delays to the Project by disrupting site access and the delivery of materials, including steel and concrete. GBJV claimed 97 days of delay arising from that activity, of which 52 days have been recognised through Extensions of Time. However, CFMEU-related disruption was one of a number of factors affecting project delivery. Since contract award, a total of 228.5 days of Extensions of Time have been granted for a range of causes, including weather events, rostered day off arrangements, latent conditions, design changes and industrial disruptions.

Impact of CFMEU activity or disruption on DTMR employees

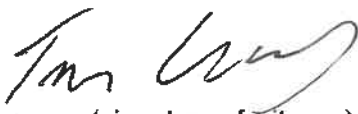
117. DTMR employees working on the Project were affected by CFMEU activity on a number of occasions when large groups of union members attended the site, restricted access to site facilities and created safety and psychosocial concerns for personnel.
118. As a result, DTMR employees were at times required to work remotely or from the city office rather than attend the site. Additional measures were implemented by GBJV to support site safety and manage psychosocial risks, including the installation of CCTV monitoring and the engagement of security personnel to control access and maintain a safe working environment.

I swear the contents of this statement are true.


Signature of Deponent

Place Brisbane

Date 17/07/2026


Before me (signature of witness)

THOMAS ANTHONY GERAGHTY

Full name of witness (please print)

☐ Justice of the Peace (JP #)

☐ Notary public

☒ Lawyer

☐ Other authorised person (specify)

Commission of Inquiry into the CFMEU

and Misconduct in the Construction Industry

Bundle to the Statement of
John (Jack) Joseph Ryan

Tender Recommendation Report

Centenary Bridge Upgrade Project – CN-13712

December 2022

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Document control options

Departmental approvals

Refer to the appropriate Risk Assessment Tool for relevant reviewer and approver

Date	Name	Position	Action required (Review/endorse/approve)
	Francisca Knight	Project Director	Review
	Sarah McVinish	Procurement Officer	Endorse
	Cameron Messer	Deputy Regional Director	Approve

Risk level

☐ GACC major ☐ GACC minor ☐ High risk (but not GACC) ☐ Medium risk

Prepared by	Faiz Rahmansyah
Title	Tender Recommendation Report
District & Region	Metropolitan Region
Branch & Division	Infrastructure Management and Delivery
Project/program	Centenary Bridge Upgrade
Project number	669801
Project location	Centenary Motorway (U18A) CH 10486.055 – 11469.350
Status	Implementation
DMS ref. no.	150/02270

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1. Introduction

This report is being developed in response to the outcome of the interactive process on Key Result Areas (KRA) with the highest ranked tenderer in Stage 2 of the procurement process CN-13712 Centenary Bridge Upgrade Project. This report will detail the submission of Envelope 3 by the highest ranked tenderer, the Tender Assessment Panel's review of the submission and the recommended tenderer. Given that the contract award has been delayed, this report will also address the escalation cost should there be further delay to the award. Details of the project description and objectives can be found on Appendix A – CBU Evaluation Plan V5.1.

2. Tender Selection Method

The tender selection method for CN-13712 is undertaken using a modified two-stage process as per Figure 1 below.



Figure 1: Modified two-stage procurement process

Further detail on the tender selection method can be found in Appendix A – CBU Evaluation Plan V5.1.

2.1 Stage 1 – Expression of Interest

Stage 1 – Expression of Interest was released on 10 May 2021. Six tenders were received with four tenderers shortlisted to progress to Stage 2 – Request for Tender. Tenderers in this stage are listed below in Table 01.

Table 1: Stage 1 - Expression of Interest Shortlist

No.	Tenderer	Compliant	Shortlisted
1	Bielby Hull Brady Joint Venture (BHB JV)	Yes	Yes
2	CPB Contractors Pty Ltd (CPB)	Yes	No
3	Fulton Hogan BESIX Watpac Joint Venture (FHBWJV)	Yes	Yes
4	Georgiou BMD Joint Venture (GBJV)	Yes	Yes
5	John Holland Qld Pty Ltd (JH)	Yes	Yes
6	McConnell Dowell Seymour Whyte Joint Venture (MDSWJV)	Yes	No

Full details and information relating to the Tender Evaluation and Shortlisting undertaken in Stage 1 can be found in Appendix B – CBU Stage 2 RFT – TAR (V4.11 – Signed).

2.2 Stage 2 – Request for Tenders

Four tenderers were shortlisted through the Stage 1 process, and these tenderers were required to submit their Tender in a modified three separate sealed envelopes (or electronic folders) process, with each envelope containing:

1. Envelope 1 – Non-price Tender Schedule C7810 EC1 – Key Results Area (KRA) response including any supporting documentation
2. Envelope 2 – Price – Tender Schedules M, S and D and all remaining components of the Tender submission, along with any supporting documentation
3. Envelope 3 – Tenderer's proposed list of Provisional Sums offer in response to KRA, including the Tenderer's details of work operation associated with those Provisional Sums, quantities, and rates.

At the close of Stage 2 – Request for Tenders on 26 October 2021, four conforming Tenders and two Alternative Tenders were received as outlined below in Table 2.

Table 2: Stage 2 Tenders received

No.	Tenderer	Tender price excl GST	Tender price incl GST	Appears Compliant
1	Bielby Hull Brady Joint Venture (BHB JV) <i>Stitched Girders Alternative</i>	\$148,955,467.27	\$163,851,014.00	Yes
2	Georgiou BMD Joint Venture (GB JV)	\$149,208,876.74	\$164,129,764.41	Yes
3	Bielby Hull Brady Joint Venture (BHB JV)	\$152,555,467.27	\$167,811,014.00	Yes
4	John Holland Qld Pty Ltd (JH)	\$187,731,537.59	\$206,504,691.35	Yes
5	Fulton Hogan BESIX Watpac Joint Venture (FHBW JV)	\$203,423,244.00	\$223,765,568.40	Yes
6	John Holland Qld Pty Ltd (JH) <i>Two New Bridges Alternative</i>	\$209,275,010.00	\$230,202,511.00	Yes

2.2.1 Envelope 1 – Non-price assessment (weighting 30%)

The Non-price assessment for CN-13712 is undertaken using a Non-price Index, NPI, which is a weighted score calculated from the individual moderated scores for each non-Price selection criteria that the Tender Assessment Panel (TAP) had allocated to each of the Tenders based on the quality of each of the submission.

Table 3 below summarises the TAP's moderated score of each Tenderer's non-price selection criteria with a relative ranking on Envelope 1 submission.

Table 3: Non-price Moderated Score

Non-price Selection Criteria	Weighting / Page limit	Tenderer / Moderated Scores			
		BHB JV	FHBW JV	GB JV	JH
KRA 1 – Quality Jobs (including BPIC)	8% / 10x A4	3	6	4	5
KRA 2 – Safe Workplaces	6% / 5x A4	6	7	5	8
KRA 3 – Local Supply Chains and Manufacturing	4% / 3x A4	7	7	5	8

KRA 4 – Sustainability	4% / 3x A4	5	7	6	8
KRA 5 – Project Delivery Optimisation	8% / 10x A4	5	6	6	7
Non-price Index (NPI)	30%	1.48	1.94	1.54	2.08
Relative Ranking		4	2	3	1

Assessment of each KRA criteria and calculation of NPI are further detailed in Appendix B – CBU Stage 2 RFT – TAR (V4.11 – Signed).

2.2.2 Envelope 2 – Price assessment (weighting 70%)

The tender assessment concluded in March 2022 ranked the tenders in contention based on the Best Value Index (BVI) upon conclusion of assessing the Envelope 1 and Envelope 2. Please refer to Appendix B – CBU Stage 2 RFT – TAR (V4.11 – Signed). Table 4 below summarises the four remaining Tenders in Contention based on the BVI ranking.

Table 4: Tenders in contention with adjusted tender price

No.	Tenderer	Adjusted Tender price excl GST	Best Value Index (BVI)	Relative Ranking
1	Georgiou BMD Joint Venture (GBJV)	\$149,208,876.74	8.54	1
2	Bielby Hull Brady Joint Venture (BHB JV)	\$152,555,469.37	8.32	2
3	John Holland Qld Pty Ltd (JH)	\$187,731,415.40	7.27	3
4	Fulton Hogan BESIX Watpac Joint Venture (FHBWJV)	\$203,423,244.09	6.40	4

Two alternative tenders were submitted by BHB JV and JH as per Table 2 above. The review of these alternative tenders was undertaken in accordance with clauses and conditions outline in C7821 – Conditions of Tendering, C7822 Conditions of Tendering Annexure and Transport Infrastructure Project Delivery System (TIPDS) vol. 2. The TAP recommended that the alternative tender from BHB JV to be excluded from further consideration under Discrepancy D11 (insufficient information to assess), fatal in accordance to TIPDS Vol 2 and Conditions of Tendering. The alternative tender from JH was suggested to the Principal to further explore the merits at their own discretion. A detailed assessment of this alternative tender was undertaken, assessment details in Appendix B.

The TAP recommends Georgiou BMD Joint Venture to be progressed to the interactive process as the highest ranked tenderer.

2.2.3 Envelope 3 – Interactive Process

The 'highest ranked tenderer, as recommended by the TAP after assessing Envelope 1 and Envelope 2 was invited to participate in the interactive process. This process included the opening of the Tenderer's Envelope 3 submission at tender close on 26 October 2021 in relation to the Key Result Area targets.

GBJV have been invited to the first interactive process on 30 May 2022, a second interactive process on 13 June 2022 and a third on 19 September 2022. A panel was formed for the Envelope 3 - interactive process, consisting of the Principal's Representative - John Ryan, Deanne Hawkswood and Adam Williams.

GBJV have nominated KRA 1 as their stretch target for Best Practice Industry Conditions (BPIC). Each of the stretch targets along with the panel's assessment outcomes are summarised in the following sections. More details of the assessment are documented in the interactive workshop minutes attached as Appendix D –Meeting Minutes Interactive Workshops CN13712 CBUP.

2.2.3.1 KRA 1 Item (a) (i) Work Profile

Description: The tenderers intended workforce profile, including the percentage and type of works to be self-performed, sub-contracted and use of labour hire personnel by trade/work package.

Response:

Table 5: KRA 1 (a)(i) stretch target

Business as usual	Stretch target BPIC Outcome
Direct labour force: 40%	Direct labour force: 55%
Subcontract: 35%	Subcontract: 35%
Labour hire: 25%	Labour hire: 10%

Stretch target provisional sums: \$1,800,000

Rationale: The contractor intends to move 150,000 hours from labour hire to direct employment at a difference of \$8/hr with additional \$4/hr allowance for unproductive time during work discontinuities for permanent employees.

Method of Measurement: Nil payable if labour hire exceeds 25% of direct labour hires. For each percent achieved less than 25%, an amount is payable at the rate of \$120,000 for each percentage point below 25:

Outcome:

This is an agreed strategy by the panel at the interactive process.

2.2.3.2 KRA 1 Item (a) (ii) Diversity and Inclusion

Description: establishing and maintaining an inclusive and diverse workforce on this project. This includes workforce diversity profile, strategies, and specific targets to encourage and support diversity and inclusion for this project. The tenderer is also requested to provide detailed information relating to diversity and inclusion program planned for the project.

Response: The following targets are for site-base roles.

Table 6: KRA 1 (a)(ii) stretch targets

Business as usual	Stretch target BPIC Outcome
Women: 7.5%	Women: 17.5%
Aboriginal and Torres Strait Islanders: 1.5%	Aboriginal and Torres Strait Islanders: 3.5%
Disadvantaged: 0%	Disadvantaged: 2%
Total base target: 9.0%	Total stretch target: 23.0%

Stretch target provisional sums: \$700,000

Rationale: Estimated cost for active recruitment of increased diversity in direct labour force with the addition of prioritisation on subcontractors with higher rates of diversity.

Method of measurement: Payable at the rate of \$50,000 for each percentage point achieved over the combined base target of 9%.

Outcome:

This is an agreed strategy by the panel at the interactive process.

2.2.3.3 KRA 1 Item (b) (i) The Industrial Agreement Applicable to Our Self-performing Workforce and How the Wage Rates and Conditions Compare to BPIC

Description: How the tenderer, in using its best endeavours, intends to reflect the intent and outcomes of the Transport BPIC as part of its industrial relations strategy, including what industrial instruments are proposed to apply to self-performing work on this project and how the identified instruments compare (for example, wage rates and conditions) to the Transport BPIC.

Response:

Table 7: KRA 1 (b)(i) stretch targets

Business as usual	Stretch target BPIC Outcome
Apply the base pay rates in the existing Enterprise Bargaining Agreements. BMD: Qld & NT Enterprise Agreement 2022 Georgiou: Georgiou Group Operations agreement 2019	1. Effect an uplift applicable to all Staff
	2. Develop, negotiate and lodge with Fair Work a greenfield industrial Agreement for the project's self-performing workforce
	3. Allowance for the inclusion of 26 Rostered Days Off (RDO) per 12 months of continuous service.
Apply the existing family violence leave conditions within each company's policies, which is access to unpaid leave.	4. Allowance for 10 days per year paid family violence leave

Stretch target provisional sums:

1. \$1,350,000 for project specific uplift to staff
2. \$2,700,000 for project's self-performing workforce with greenfield industrial agreement
3. \$7,800,000 for allowance of 26 RDO per 12 months of continuous service
4. \$600,000 for project specific allowance for family violence leave

Rationale:

1. Anticipated 450,000 hours at a pro-rated hourly rate of \$9/hr to allow for overtime and on-cost provisions – 150,000 hours for office-based staff, and 300,000 hours for self-performing workforce.
2. 26 RDO's over a 48-month period at an estimated project cost of \$75,000 per RDO
3. Statistics are 1 in 6 women and 1 in 16 men have experienced family violence, which may result in approximately 30 individuals on the project that may require support for an average of 5 days

Method of measurement:

1. Payable upon application of the new project-specific agreement for staff, multiplied by \$9/hr
2. Payable via the application of the new project-specific Agreement for direct labour
3. Payable as applicable RDO's will feature in proposed project-specific agreement. Calculated using the number of RDO's by a rate of \$75,000/day. Rate is based on cost of delay for each day's lost productivity. Allocation of RDO's are subject to project-specific and industry-wide scheduling.
4. Payable on the establishment of a provisional sum paid on approved days utilised

Outcome:

Panel has requested further refinements to ensure the JV's uplift is in line with BPIC guideline. Final submission from the tenderer clarified the strategies that will be adopted to integrate the uplift, and that a greenfield/project-specific agreement will be negotiated with any union with interest. Negotiation commenced on 1 October 2022 and the agreement lodged with Fair Work by 9th December 2022. The panel deemed this a suitable approach.

2.2.3.4 KRA 1 Item (c) (i) – (vi) Approach to Using Best endeavours to Engage Subcontractors Who Intend to Adopt BPIC Principles

Description: The Tenderer's approach to engaging subcontractors, including instruments covering subcontractors. This includes the Tenderer's commitment to engaging and using reputable suppliers and subcontractors, outlining work packages to be procured using subcontractors, how Tenderer would provide Transport BPIC to the subcontractors and engage subcontractors that intend to reflect the intent and outcomes of Transport BPIC, and mitigation strategy should there be a risk of significant gap in employment terms that do not reflect the Transport BPIC outcomes.

Response:

Table 8: KRA 1 (c)(i) stretch targets

Business as usual	Stretch target BPIC Outcome
No subcontractors currently reflect BPIC rates of pay	1. External plant hire and/or subcontractor labour hours on the project reflect BPIC rates of pay.
	2. Electrical subcontractor labour hours on the project reflect specific electrical greenfield EBA rates of pay

Stretch target provisional sums:

1. \$3,300,000 for external plant hire and/or subcontractor labour
2. \$200,000 for electrical subcontractor labour

Rationale:

1. 264,000 hours at \$12.50/hr increase in labour cost
2. 8,000 hours at \$25/hr increase in labour cost

Method of measurement:

1. Payable where subcontractors agree to pay BPIC rates or above. Amount calculated using relevant subcontract labour force hours multiplied by \$12.50/hr.
2. Payable where electrical subcontractors agree to pay market leading rates, where market leading rates are benchmarked against the prevailing electrical greenfield rates.

Outcome:

The panel requested further refinements to this strategy and how it will be managed to encourage the subcontractors to align with BPIC conditions, particularly the \$1 million threshold for subcontractors and the rate increase in labour cost. Refinements were made and strategy is agreed in principle.

2.2.3.5 KRA 1 Item (d) (i) (ii) Ensuring Monitoring, Compliance and Reporting on BPIC Compliance for Direct Workforce and Subcontractors

Description: How the Tenderer will ensure compliance, including monitoring and reporting requirement mechanisms on the Best Practice Principles (BPP) for those components that are self-performed and performed by subcontractors, including

best practice industrial relations. The proposed strategies will also address non-performance by subcontractors on any commitments made in their respective tenders in relation to BPP.

Response:

Table 9: KRA 1 (d) (i)(ii) stretch targets

Business as usual	Stretch target BPIC Outcome
No requirement	One additional mid-level commercial staff member required for duration

Stretch target provisional sums: \$840,000

Rationale: Salary plus on-cost for mid-level resource for 48 months

Method of measurement: Payable monthly from award at the rate of \$17,500/month up to the lump sum value

Outcome:

This is an agreed strategy by the panel at the interactive process.

2.2.3.6 KRA 1 Item (e) (i) The Proposed Apprentices Trainee Targets for the Project

Description: The Tenderer's proposed employment numbers for apprentices and trainees for the project.

Response:

Table 10: KRA (e)(i) stretch targets

Business as usual	Stretch target BPIC Outcome
Minimum 15% of total hours is undertake by apprentices and/or trainees and through other workforce trainings	Non-price target of 1 apprentice/trainee to 7 Tradesperson

Stretch target provisional sums: \$500,000

Rationale: Increased utilisation of Registered Training Organisation (RTO) on-site to support training initiatives and increased percentage paid attendance to training.

Method of measurement: an amount payable at a rate of \$100,000 per percentage point achieved above minimum core requirement.

Outcome:

This is an agreed strategy by the panel at the interactive process.

2.2.3.7 KRA 1 Item (f) and (g) Training Coordination / Workforce Training

Description: The requirement for employment of a Training Coordinator to support the implementation of a Skills Development Plan, including details of the Tenderer's commitment to achieving the Training Coordinator requirement.

Response:

Table 11: KRA 1 (f) and (g) stretch targets

Business as usual	Stretch target BPIC Outcome
-------------------	-----------------------------

Use corporate resources to manage training	Mandated employment of a training coordinator on the project
--	--

Stretch target provisional sums: \$840,000

Rationale: Salary plus on-cost for one mid-level resource resources for 48 months.

Method of measurement: Payable monthly from award at the rate of \$17,500/month up to the lump sum value.

Outcome:

This is an agreed strategy by the panel at the interactive process.

2.2.3.8 Subcontractor Procurement

Description: Clause 9 requirements in relation to the tendering, documentation, approvals, reporting and evaluation of subcontract work packages.

Response:

Table 12: Subcontract procurement stretch target

Business as usual	Stretch target BPIC Outcome
Following internal corporate policies and procedures	Implementation of Clause 9 procurement requirements

Stretch target provisional sums: \$1,290,000

Rationale: Salary plus on-cost for one mid-level resource and two assistant level resources for 2 years, one mid-level and one assistant for 12 months, and one mid-level for 12 months.

Method of measurement: Restricted to select packages – filtered by value (Over \$1 million) or by importance/criticality/risk. Payable monthly from award at the rates according to agreed progression of the project works.

Outcome:

The Panel requested further refinements to this strategy to ensure subcontractors engaged will abide by the BPIC conditions. Strategy proposed is to restrict selected packages by value of subcontract based on value and involvement on site. This is agreed in principle.

2.2.3.9 Agreed outcome of Envelope 3 – Interactive Process

The Principal and GBJV have agreed to an amount of \$21,920,000 for stretch targets nominated above. This amount is progressively payable to the contractor upon providing evidence of satisfactory achievements of each stretched targets and the KRA requirements according to contract.

2.2.4 P Schedules Check

In accordance with Transport Infrastructure Project Delivery System Volume 2 (TIPDS) CI 7.5.3, the “P” schedules were requested from the highest ranked tenderer to determine the financial and technical capabilities to complete the project.

The received “P” schedules were forwarded to TMR’s Contracts and Pre-qualifications team to determine the compliance with TIPDS. Financial assessment (P1, P2 and P3) identified that Georgiou BMD Joint Venture have sufficient financial capacity to undertake the project. Further, P4, P5 and P6 assessment identified that the proposed resources and subcontractors/suppliers have sufficient capacity to undertake the project.

2.2.5 Escalation due to the delayed tender award.

Within the original Tender documentation, a validity period of 150-days was prescribed, which expired on 25 March 2022. On 1 March 2022, a further 120 days extension to the tender validity was requested by TMR via PTC-025. This was subsequently agreed by GBJV, extending the validity of their Offer to 23 July 2022.

On 5 October 2022, the Principal requested GBJV to provide further information to assist TMR to evaluate an appropriate Principal Supplied Uplift that could be applied to the successful tender due to the escalation in project costs as a result of the delay in awarding the tender.

2.2.5.1 External third party Assessment of the Escalation

The Principal engaged an independent third party (Fission) to assess the existing market conditions and industry factors to determine an appropriate escalation in project costs as a result in the delay to tender award. Fission advised a justifiable escalation to the amount \$23 million (excl GST) based on their assessment. This amount is applicable to any of the tenders in contention for the works. Correspondence received from Fission confirming this escalation is attached as Appendix I.

2.2.5.2 TMR Internal Assessment of the Escalation submission by the tenderer

The Principal have also sought advice through their internal resources in the Portfolio Investment and Programming (PIP) branch regarding the current market rates of the items. They have conducted a rate comparison between October 2021 and October 2022. For this exercise, the items with major contribution (70% to 80% contribution) of the cost in each work package was selected. Independent rates were then developed using the Smart Cost tool to produce October 2021 and October 2022 rates for the selected items (refer to Table 5). It was observed 18%, 10% and 12% increase in the selected item total in the individual work packages A, B and C consecutively. Overall 13% increase in the total of the selected items were observed in the combined three work packages. The full assessment report is attached as Appendix H.

2.2.5.3 Principal Proposed Uplift

After carefully considering the independent assessment and further investigations on current market trends, TMR concurs with the assessments and recommendations of \$23 million (excl GST) as an escalation uplift. Correspondence was sent to GBJV confirming this on 1 Dec 2022.

3. Additional Funds

Additional \$54.5 million funding was approved to the project, thus bringing the current total project budget to \$298.5 million. This additional funding was required to cover the cost associated with BPIC stretched targets and escalations due to the current market conditions.

4. Conclusion

It is deemed that the submission by Georgiou BMD Joint Venture to the amount of \$149,208,876.74 (excl GST) with the agreed amount of \$21,920,000 (excl GST) for BPIC KRAs stretched targets and the agreed amount of \$23,000,000 (excl GST) for Principal Escalation Uplift is deemed to be the 'Best Tender'.

The Georgiou BMD Joint Venture is recommended for progression to award of construction.

The final agreed Tender amount in the letter of acceptance would include the original tender amount, agreed amounts to achieve the BPIC KRAs stretch targets, as well as Principal Escalation Uplift which totals to \$194.128,876.74 (exc. GST).

5. Approval

Endorsement Project Director

Responsibilities of Project Director	
The Project Director is responsible for:	
▪ Endorsing content and recommendations of the content of the Tender Recommendation Report ▪ Ensuring all evaluation material is held in a secure location at all times ▪ Evaluating all offers in accordance with the Tender Evaluation Plan and documenting all outcomes in this Tender Recommendation Report ▪ Addressing any challenges to the evaluation process ▪ Maintaining the highest standards of probity, transparency and official conduct	
As the Project Director, I acknowledge and confirm that this Tender Recommendation Report has been completed in line with the above-mentioned requirements.	
Name	Fran Knight
Position title	A/Project Director
Branch	PDO / Metropolitan Region
Signature	
Date	2/12/2022

Endorsement Probity Advisor

Endorsement Probity Advisor - refer to Appendix E for the signed Probity Report

Probity Advisor engaged?	☒ Yes ☐ No
Company:	UHY Haines Norton
Name:	Darren Laarhoven
Signature:	
Date:	

Endorsement Procurement Delegate

Responsibilities of Procurement Delegate
As a Procurement Delegate with the appropriate level of delegation, I am satisfied that this request:
▪ Meets the requirement of the TMR Procurement procedures

- The evaluation was conducted in accordance with the associated and approved invitation documents and Tender Evaluation Plan
- Probity, transparency, accountability was monitored and maintained throughout the evaluation process
- The recommended offeror will provide value for money for the Department.

I am aware of my responsibilities under the probity and accountability provisions of the Queensland Procurement Policy, and I acknowledge that I am accountable for this decision.

Name	Sarah McVinish
Position title	Senior Program Advisor (Procurement)
Branch	PDO / Metropolitan Region
Delegation Level	☐ 1 ☐ 2 ☐ 3 ☐ 4 ☒ 5
Additional comments:	
Signature	
Date	07/12/2022

Authorisation by Deputy Regional Director

Responsibilities of Deputy Regional Director	
As a Deputy Regional Director, I am satisfied that:	
▪ This recommendation report has met the obligation of the infrastructure procurement processes, procurement plan and the Tender Evaluation Plan ▪ The process and the subsequent engagement will provide value for money for the Department.	
I am aware of my responsibilities under the probity and accountability provisions of the Queensland Procurement Policy, and I acknowledge that I am accountable for this decision.	
Name	Cameron Messer
Position title	A/Deputy Regional Director
Branch	PDO / Metropolitan Region
Additional comments:	
Signature	
Date	08/12/2022

Appendix

- Appendix A – CBU Evaluation Plan V5.1
- Appendix B – CBU Stage 2 RFT – TAR (V4.11 – Signed).
- Appendix C – F2168 Centenary Bridge ULB Additional Task V05R00
- Appendix D – Meeting Minutes Interactive Workshops CN13712 CBUP
- Appendix E – Probity Report
- Appendix F – Envelope 3 agreed stretched targets
- Appendix G – GBJV submission letter, presentation and clarification
- Appendix H – Concurrence review report by PIP
- Appendix I – Independent assessment by Fission
- Appendix J – Meeting Minutes and letter – Tender Escalation - CN13712 CBUP
- Appendix K - Confirmation on income protection inclusion in BPIC

Tender Evaluation Plan - Centenary Bridge Upgrade (669801) - CN 13712

May 2021

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Complex Project TEP Template (Tender Selection methods 2, 3 and 4)

Project Name	Centenary Bridge Upgrade
Project Number	669801
Project Description	Construction of a new 3-lane northbound bridge and rehabilitation of existing bridges to form a 3-lane southbound bridge with 5m wide active transport facility across the Brisbane River crossing in Jindalee.
Project Manager	Name: Amod Rijal Position: Principal Engineer (Civil) Branch: Program Delivery and Operations
Project Manager Contact Details	Phone: [REDACTED] Email: [REDACTED]
Tendering Manager	Name: Amod Rijal Position: Principal Engineer (Civil) Branch: Program Delivery and Operations
Tendering Manager Contact Details	Phone: [REDACTED] Email: [REDACTED]

Version number:	5
Revision date:	06 May 2021
File number / document number	DMS: 150/02270

1 Brief for Tender Assessment Panel (TAP)

It should be noted this document outlines the tender assessment approach for the Centenary Bridge Upgrade. The procurement process for this project will be a multi-stage process with this document subject to updated to reflect the second stage of the procurement and evaluation process.

1.1 Project description

The Centenary Bridge Upgrade Project is part of an overall staged delivery planned for the Centenary Motorway (from Frederik Street to Sumners Road). This staged approach and packages of works was investigated during the development of the Preliminary Evaluation for the entire in-scope motorway corridor. The Centenary Bridge Upgrade Project was identified as the first Stage aimed at fixing the critical congestion bottleneck that occurs on the Centenary Motorway.

1.1.1 Project location

The key objective of this project is to upgrade the existing Centenary Bridge crossing over the Brisbane River through the construction of a new bridge crossing and alteration to the existing crossing. The crossing is located on the Centenary Motorway (Road U18A) at chainage 10.95km. It provides connectivity to Brisbane's western suburbs by linking the suburbs of Jindalee and Sinnamon Park to the south of the river with Kenmore and Fig Tree Pocket to the north of the river. The location of the bridge is shown in Figure 1 - Centenary Bridge Upgrade – Stage 1, Project Location.



Figure 1 - Centenary Bridge Upgrade – Stage 1, Project Location

1.1.2 Type of work

Key features of the project include:

- Construction of a new three lane northbound bridge;
- Remedial works and reconfiguration of the existing southbound bridge to provide three traffic lanes and enhanced provision for active transport;
- Both north and south bridges can accommodate four lanes in the future with narrow shoulders; and
- Improved Active Transport path for the extent of the project (whilst maintaining the connectivity during the construction period).

1.1.3 Scale and scope of work

The new three-lane bridge is designed to accommodate four lanes in the future with narrow shoulders and will be constructed west of the existing bridge to carry northbound traffic.

The bridge is designed in accordance with AS5100.1-2017 Bridge design scope and general principles, AS 5100.2:2017 Bridge design loads (including Earthquake loads BEDC-4) and TMR Design Criteria for Bridges and other structures. The bridge will consist of seven-spans crossing over the Brisbane River, approximately 270m long and 16.7m minimum width between kerbs.

The existing bridge will be reconfigured and modified to accommodate three lanes of traffic in the southbound direction and active transport corridor. This work will include replacement of the existing northbound bridge (BIS ID 8619) deck and beams, and partial replacement of existing southbound bridge deck (BIS ID 8618), with a new steel composite bridge deck.

The deck has been designed to accommodate T44 + HLP320 loading and checked for HML B Double loading. The three- lane southbound bridge is designed to accommodate four lanes in the future with narrow shoulders.

On BIS ID 8618, an improved Active Transport provision will incorporate a segregated cycle path and footway, whilst maintaining the existing deck and beams without impacting the water and sewer mains underneath it.

The scope includes the completion of remedial works to address defects on BIS ID 8618. This includes removal of the existing bridge deck surfacing and installation of waterproofing and new surfacing, replacement of bearings and replacement of expansion joint protection.

As the river is a navigable channel the design has allowed allow for collision loading on the piers and improvements to the protection of the existing piers such as pile liners, scour protection and so on. Loaded barges up to 2000t manoeuvred by tugs are known to pass under the structure.

1.2 Project objectives

The Department of Transport and Main Roads (TMR) has completed the detailed design for the construction of Centenary Bridge Upgrade Project which satisfies the primary project objectives of:

- A new three lane northbound bridge
- Rehabilitation of southbound bridge to provide three traffic lanes and enhanced provision for active transport;
- Improved Active Transport path for the extent of the project
- Future provision for both north and south bridges to accommodate four lanes in each direction in the future with narrow shoulders

While allowing vehicle, pedestrian and cyclist movement across the river throughout the construction period.

1.3 Stakeholders

The list of stakeholders identified includes but not limited to:

- Australian Federal Government
- Queensland State Government
- Local state and federal member(s)
- Brisbane City Council (BCC)
- Maritime Safety Queensland (MSQ)
- Department of Natural Resources, Mines and Energy (DRMNE)
- Bicycle Queensland (BQ)
- Brisbane West Bicycle User Group (BUG)
- Jindalee Bushcare group
- DFO Jindalee
- Jindalee Golf Club
- The Jindalee Hotel
- Jindalee Bowls Club

Note: The Community Engagement Plan (CEP) is not approved at this stage.

1.4 Prequalification Requirements

The Principal will only consider Expressions of Interest applications from prequalified contractors. The Applicant must be prequalified under the DTMR prequalification requirements at least at the following levels:

1.4.1 Major component of work

The Applicant must be prequalified by DTMR under the Austroads National Prequalification System (NPS) or mutually recognised by DTMR under the NPS for at least at the following prequalification levels for the major component of work:

- Roadworks Level – R4
- Bridgeworks Level – B4
- Financial Level – F150

1.4.2 Minor component of work

The Applicant is required to be separately prequalified under the National Prequalification System for the minor component of work indicated below or the Applicant must nominate a suitably Prequalified Subcontractor to undertake such work:

- Asphalt – A3
- Highway Engineering – HE2 (design and certification of temporary works); (under the TMR Manual Consultants for Engineering Projects) <https://www.tmr.qld.gov.au/business-industry/technical-standards-publications/consultants-for-engineering-projects.aspx>

Applicants must be prequalified at the required levels or higher at the Time for Lodgement of their Applications to be considered further for this Expression of Interest.

Joint Ventures will be considered. If the Applicant is a Joint Venture, at the Time for Lodgement EOI Applications, each party to the Joint Venture must be Prequalified in its own right, and

- a) at least one party must meet the prescribed bridge Prequalification Level in its own right;
- b) at least one party must meet the prescribed road Prequalification Level in its own right, and
- c) at least one party must meet the prescribed financial Prequalification Level in its own right.

If the Joint Venture has not previously obtained appropriate prequalification approval, then the proposed Joint Venture must also have submit an application for Prequalification as the Joint Venture to TMR at least 14 days prior to the Time for Lodgement to email contractorprequal@tmr.qld.gov.au.

1.5 Contract type

In line with the PDO Leadership Review undertaken towards the end of the Detailed Business Case and in line with TIPDS Volume 1, the proposed contract type is a Transport Infrastructure Contract – Construct Only (TIC-CO).

The procurement process will be in accordance with this document and the processes specified in the TMR - Transport Infrastructure Project Delivery System (TIPDS) Volume 2 – Tendering for Infrastructure Works. For this project, a modified two-stage selection process (Method 3) will be undertaken outline in section 3.1.

1.6 Construction timetable

1.6.1 Programming intentions and objectives

Total construction period cannot exceed 4 years.

1.6.2 Constraints

- Lane closure restrictions, roadworks speed limits and other traffic shall be in accordance with the conditions outlined in MRTS02. All existing connections for pedestrians and cyclists to cross the river
- A navigable channel shall be maintained in the river at all stages of construction.
- Urban Utilities (UU) access to the pump station shall be maintained at all stages
- Works in Brisbane City Council (BCC) Amazons Place Park shall be in accordance with the conditions outlined by BCC
- Works shall be carried out in accordance with environmental permit conditions. In particular those relating to clearing of marine vegetation and specified tidal works.

1.6.3 Target dates

Description	Target Dates
Stage One - Invite applications for Expression of Interest	6 May 2021
Industry Briefing	13 May 2021
Pre-Close meeting for EOI	25 May 2021
Close Applications for Expression of Interest	3 June 2021
TAP initial review of submissions	21 June 2021
Distribution of relevant Non-Price deliverables to expert advisors	28 June 2021
Expert advisors report back to TAP	13 July 21
Stage one TAP recommendation finalised	30 July 2021
Advise shortlisted Tenderers	10 August 2021
Feedback session to Shortlisted Applicants	17 August 2021
Stage Two – Release Request for Tenders to shortlisted Tenderers	24 August 2021
Close Tenders	5 October 2021
Distribution of relevant Non-Price deliverables to expert advisors	15 October 2021
Expert advisors report back to TAP	29 October 2021
Preferred tenderer selected	15 November 2021
Contract Finalisation	6 December 2021
Contract Award	17 December 2021
Construction Commence	1 February 2022
Practical Completion	February 2026

Table 1 – Target Dates

HOLD POINT		
Brief for TAP		
Signature:		06 / 05 / 2021
	Amod Rijal, Tendering Manager	Date

2 Appointment of TAP

1.1. TAP membership

The Tender Assessment Panel (TAP) will comprise the membership outlined in Table 2.

Role	Name	Official position	re
Panel Chair	Jeffrey Weeks	Regional Manager (Delivery)	6/05/2021
Panel member	Trevor Land	Director Major Projects North Coast	
Panel member	Gavin Allen	Principal Engineer (Civil)	06/05/21
Panel member	Amod Rijal	Principal Engineer (Civil)	/05/2021

Table 2 - TAP membership

1.2. Probity Advisor

A Probity Advisor has been engaged to provide probity advisory services which include attendance at shortlisting meetings and completion of a probity report at the end of the tender process. Contact details are:

Company: UHY Haines Norton
Contact: Darren Laarhoven

1.3. Convening of the panel

Panel meetings will be convened with the assessment panel members, Probity Advisor, Project Manager and Tender Manager.

1.4. Additional resources

Members of the TAP may seek the advice of Special Advisors as appropriate. Subject matter experts / advisors have been (or will be) appointed to review specific aspects or sections of the received tender submissions and to prepare reports or provide advice for consideration by the TAP during the evaluation process. Table 3 provides a summary of the different areas who may be required to provide advice to the TAP.

1.4.1. Specialist Advisors

Specialist Advisors and/or consultants will support and provide specialist advice to the TAP through Stage 1 and Stage 2. The Specialist Advisors and/or consultants may be called upon by the Panel Chair to review and advise on specific elements of the Tender submissions including, but not limited to:

- Specialised technical and engineering
- Best Practice Industrial Conditions (BPIC)
- Workplace health and safety

- Training and capability commitments including Trainees & Apprentices

Specialist Advisors will provide a report to the TAP including recommendations, within the timeframes nominated. Specialist Advisors will not score the Tenders and may be invited to brief the TAP, answer questions and clarify the advice and recommendations provided to ensure the TAP have sufficient information to assess and score the Tenders.

Proposed Expert Advisor(s)	Subject Area	Scope of Advice
AECOM (design consultants)	All matters relating to: - Local Benefits and Best Practice Principles (excluding Best Practice Industrial Relations), - design and construction of proposed structures - WHS requirements for civil construction	Recommendations and advice relating to Company Recommendations and advice relating to Company Experience and Construction Methodology, alternative tender proposals & BBP.
E&T Structures	All matters relating to design and construction of proposed structures	Recommendations and advice relating to Company Recommendations and advice relating to Company Experience and Construction Methodology as well as alternative tender proposals
Peter Rotolone – Consultant		
E&T Geotech		
E&T – Pavements		
Metro Environmental/ Cultural Heritage	Environmental management	Review and advice relating to draft Environmental Management Plans
Metro Delivery Team	Construction and Contract Administration	Recommendations and advice relating to Company Experience, Construction Methodology, Management Plans and Resources. Advice may also be sought in relation to constructability of alternative tenders
Metro Workplace Health and Safety	WHS requirements for civil construction	Review of Best Practice Workplace health and safety systems and standards
Maritime Safety Queensland	Advice relating to works in the river	Review and advice relating to draft Marine Execution Plan and responses to works over water.
TMR – Prequalification Team	Knowledge of the TMR Prequalification levels and requirements	Review of prequalification levels for EOI assessment
Metropolitan Procurement	Tender document review and tender site experts, internal TMR process expert	Recommendations and advice relating to general TMR procurement policies
Specialist Advisor	Best Practice Principles / Best Practice Industrial Conditions	Recommendations and advice relating to Best Practice Principles / Best Practice Industrial Conditions
If warranted in consideration of alternative tenders, specialist advisors may also be required. Conflict of interest declarations and confidentiality deeds will be finalised with Proposed Expert Advisor(s), prior to distributing any information for review.		

Table 3 - Subject Matter Expert advisors to the TAP

HOLD POINT

TAP appointed

Signature:



06/05/2021

Jeffrey Weeks (Manager, Delivery)

Date

Attach any Statutory Declarations or Deeds of Confidentiality that the TAP members has to sign.

3 Documentation and communication

3.1 Tender selection method

The procurement process will be in accordance with this document and the processes specified in the TMR's Transport Infrastructure Project Delivery System (TIPDS) Volume 2 – Tendering for Infrastructure Works. For this project, a modified two-stage selection process (Method 3) will be undertaken as outlined Figure 2 below.



Figure 2 - Two stage procurement process

The modifications from the Method 3 process include:

- **Use of non-price selection criteria in both stage one and stage two**

For this procurement both Stage One and Stage Two have different non-price selection criteria to be evaluated. The stage one selection criteria will be used for the sole purpose of shortlisting for the stage 2 tender and will not be considered any further in the Best Value Index (BVI) calculations.

Only the Stage 2 non-price selection criteria will be used to calculate the BVI using the process outlined in TIPDS Vol 2 and section 3.4.3. The BVI calculation will be used to rank tenderers including the interactive process to finalise the selection of the preferred tender.

- **Inclusion of an interactive process to finalise the selection of the preferred tenderer**

Following determination of the rankings, an interactive process will be undertaken with the higher ranked Applicant to finalise matters related to the KRAs and associated schedule of provisional sums relating to KRAs including the BPIC.

In the event where the interactive process does not yield an acceptable submission to TMR, the Principal reserves its right to advise the higher ranked Applicant of its non-acceptance and invite the next ranked Applicant to enter the interactive process.

3.1.1 Stage One

Stage One - EOI will consider all prequalified Applicants and their response to the nominated Non-Price Selection Criteria. Where related companies are shortlisted, they may be required to advise of internal arrangements and procedures that the Applicant has implemented including probity and capability. At this stage, a prequalification check will also be undertaken. A minimum of three (3) Tenderers will be shortlisted at this stage. Shortlisted applicants will be provided with an opportunity to seek feedback on their Stage 1 submission following shortlisting announcement.

3.1.2 Stage Two

In the stage two Request for Tender (RFT) the shortlisted Tenderers from stage one will be invited to submit a Tender for the works. Assessment of the Request for Tender is based on Price and Non-Price selection criteria.

The non-price criteria will evaluate the tenderers detailed responses to the KRAs, including the BPIC. This detailed response may need to include a Schedule of Provisionals Sums to address the KRAs, including the BPIC.

Specialist Advisors will review the BPIC (KRA) element of the submission and provide their assessment and recommendations to the TAP for consideration. As part of the tender submission, the shortlisted Tenders may submit a schedule of Provisional Sums to enable them to meet KRA's. This Provisional Sum will not be assessed as part of the Price Score in the formula outlined in *Section 3.4.2*.

Unusually Low Bids will be treated as per TIPDS Volume 2 Clause 7.3.8.

Conditions of Tendering – C7821 will apply to Stage Two. Standard documents are available from the following website:

Standard documents are available from the following website: <https://www.tmr.qld.gov.au/business-industry/Technical-standards-publications/Infrastructure-Contract/Transport-Infrastructure-Contract>

3.2 Key Result Areas

Leveraging its buying power, TMR seeks to advance the Queensland Government's priorities through its procurement and delivery of infrastructure projects over a project value of \$100 million. The KRAs are aligned to a number of social and economic priorities of the Queensland Government as well as project delivery priorities TMR is seeking to advance.

The following KRAs are applicable to this project:

No.	Focus Area	Intent
KRA 1	Quality Jobs	Progressing best practice industrial relations, inclusive and diverse workforces and opportunities to invest and build the sector's capability particularly through a strong commitment to trainees and apprentices
KRA 2	Safe Workplaces	Prioritising best practice workplace health and safety systems and standards and a culture of safety for all
KRA 3	Local supply chains and manufacturing	Actively supporting quality local Queensland suppliers and industries on Queensland Government projects
KRA 4	Sustainability	Advancing infrastructure sustainability outcomes that enable social, environmental and economic benefits
KRA 5	Project Delivery Optimisation	Applying innovative technologies, techniques and industry initiatives to drive better project delivery success, productivity and optimisation

3.2.1 KRA 1 – Quality Jobs including the Best Practice Industry Conditions

TMR is committed to working with and engaging Reputable Suppliers on this project. The characteristics of a Reputable Supplier are outlined at Attachment 2.

It is expected that Applicants will demonstrate and uphold the attributes of a Reputable Supplier including its application to their management of their supply chain including sub-contractors on this Project. As such Applicants will develop and submit a draft outline Supply Chain Engagement Strategy

(SCES) at Stage One (and final SCES at Stage Two). The purpose and suggested contents of the Supply Chain Engagement Strategy are outlined at Attachment 2.

3.2.2 Best Practice Industry Conditions

The document titled - The Best Practice Industry Conditions for Transport Civil Construction Projects *December 2020* ("Transport BPIC") is applicable to this project and is relevant to the on-site works and personnel. The following information is also relevant to the BPIC:

- (a) The Best Practice Principles in the Queensland Procurement Policy 2021 set 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.
- (b) The Transport BPIC is an expression of government policy to achieve these aims. Such terms and conditions promote best practice industrial relations by facilitating a detailed focus on all aspects of the employment relationship and achieving the goals of the project in a positive, collaborative and productive way. This includes facilitating the adoption of practices to support the implementation of the highest possible levels of health and safety practices, procedures and training.
- (c) The Transport BPIC is provided as guidance for Applicants.
- (d) The Applicant will be required to consider in its Stage 2 RFT, if shortlisted:
 - (i) How the Applicant intends to achieve the intent and outcomes of the Transport BPIC on this Project
 - (ii) If appropriate, alternate ways to progress best practice industry relations on this Project; and
 - (iii) Outline how it will take the Transport BPIC into account when selecting and engaging Reputable Suppliers including sub-contractors on this Project.
- (e) Although the Transport BPIC is set out in the form of an agreement, Applicants are not required to enter into an agreement or require their subcontractors to enter into an agreement. An enterprise agreement with the named employee organisations is not a mandatory requirement. Applicants are able to demonstrate the intent and outcomes of the Transport BPIC in any manner the Applicant chooses to nominate.
- (f) Where a particular supplier of training, income protection insurance or superannuation is referred to in the Transport BPIC, this entitlement or obligation relates to that supplier or any suitable equivalent which the Tenderer may choose to nominate.
- (g) Nothing in the Transport BPIC requires an Applicant to make any commitment that would breach any laws, for example the Building Code.

3.2.3 Other Key Result Areas

As provided by section 3.2, a number of other Key Result Areas have been identified that will apply to this Project. In this first stage EOI, the Selection Criteria in section 3.3 is limited to KRA 1 to KRA 3, which are outlined below. The RFT at stage two will include the Principal's requirements in relation to KRA 1 to 5 in further detail.

3.2.4 KRA2 – Safe Workplaces

The Principal requires best practice industry safety standards and facilitation of a culture of safety for all, as such the Principal requires Applicants to meet the following:

- Accreditation with Work Health and Safety Accreditation Scheme (the Scheme)
- Compliance with the Queensland Code which requires the tenderer to have comprehensive WH&S management systems with sub-contractors also required to comply
- History and commitment to providing and maintaining high safety standards through:
 - Past performance of actively planning, managing and responding to issues, risks and notices
 - Positive culture of learning and continuous improvement
 - Strong safety advocacy through your sub-contractors and supply chain
- Commitment to reporting against lead and lag indicators to the Principal.

3.2.5 KRA3 – Local supply chains and manufacturing

The Principal recognises the positive contribution made by the local supply market when given the opportunity to supply into government projects, particularly major projects. This contribution can be through direct (by TMR) and indirect (by Principal Contractors and their sub-contractors) procurement and contracting. For the purposes of this procurement, the Principal is interested in the Applicant's intent and approach to engage local Reputable Suppliers/sub-contractors through:

- The draft outline of the Supply Chain Engagement Plan as identified at 4.2.1
- Past experience and successful strategies used:
 - to jointly achieve quality outcomes through your sub-contractors and suppliers
 - to increase the skills and capability of the supply market through involvement in this project
 - to leave a positive legacy for the local community at a project's end.
- Compliance with accurately reporting Project Outcome Reports (as per the Queensland Charter for Local Content)

3.2.6 KRA4 – Sustainability and KRA 5 – Project Delivery Optimisation

These two KRA's will be incorporated at stage two.

3.3 Tender selection criteria and weightings

To participate in the shortlisting process the Tenderer must satisfy the Selection Criteria outlined in Table 4. DTMR reserves the right to waive any aspect of the Selection Criteria at its sole and absolute discretion.

Selection Criteria	Description	Weighting (%)
Stage 1 – Non Price (100%)		
SC1	Local Benefits and Best Practice Principles	40%
SC2	Company Experience and Construction Methodology	30%
SC3	Management Plans	20%
SC4	Resources	10%
Stage 2 - Non Price / Price		
SC1	Key Result Areas (KRAs) Tenderers will be asked to address the KRAs outlined in section 3.2.	30%
SC2	Price Schedule of Rates total price (excluding Provision Sum developed for SC1)	70%

Table 4 - Selection Criteria Weightings

3.3.1 Stage One Selection Criteria

Selection Criteria	Associated KRA reference no.	Description	Sub criteria Weighting (%)						
SC1		Local Benefits and Best Practice Principles (40%)							
SC1a)	1 & 3	Local Content / Benefits TMR is seeking the Applicants approach to promote and provide for high levels of Local Industry Participation (LIP) and use of Reputable Suppliers for this project and requires: (i) Draft of the Supply Chain Engagement Plan for this Project as outlined at 4.2.1 and Appendix 3 - <i>Definitions</i>. Note: a page limit does not apply to this criterion SC1a) (i). (ii) Describe past performance and successful strategies where you: a. jointly achieved quality outcomes through your sub-contractors and suppliers b. Increased the skills and capability of the supply market through involvement in projects c. Left a positive legacy for the local community at project completion. (iii) Compliance with accurately providing Project Outcome Reports (as per the Queensland Charter for Local Content).	10						
SC1b)	2	Best practice workplace health and safety systems and standards Demonstrate your history of and commitment to compliance with workplace health and safety laws and providing high safety standards through planning, managing and responding to issues risks and notices, encouraging a culture of learning and continuous improvement and safety advocacy through sub-contractors. Table 4 (of the EOI) is provided to capture historical performance and requires information on the following (additional information to address your commitment may also be provided): (i) List safety notices/sanctions issued over the past three (3) years (ii) Describe changes in procedures as a result of the safety notices/sanctions issued over the past three (3) years (iii) List other relevant sanctions over the past three (3) years (iv) Group and detail your performance history by type: a. significant incidents (e.g., fatalities, permanent impairments) b. enforcement notices c. enforceable undertakings, and d. prosecutions in the last three (3) years and describe how processes were changed to prevent recurrence	10						
		<table><tr><th>Date</th><th>Project</th><th>Safety Notice/ Sanction SC1b)(i), SC1b)(iii)</th><th>Changes in Procedure Made SC1b)(ii)</th><th>Type SC1b) (iv)</th><th>How processes were changed to prevent recurrence</th></tr></table>	Date	Project	Safety Notice/ Sanction SC1b)(i), SC1b)(iii)	Changes in Procedure Made SC1b)(ii)	Type SC1b) (iv)	How processes were changed to prevent recurrence	
Date	Project	Safety Notice/ Sanction SC1b)(i), SC1b)(iii)	Changes in Procedure Made SC1b)(ii)	Type SC1b) (iv)	How processes were changed to prevent recurrence				
		Table 4 (of the EOI): Best practice workplace health and safety systems and standards							
		(v) Draft WHS Management Plan – Note: a page limit does not apply to this criterion SC1b) (v).							

Selection Criteria	Associated KRA reference no.	Description	Sub criteria Weighting (%)
SC1c)	1	Best Practice commitment to apprentices and trainees Demonstrate your history and commitment to training, including the engagement of apprentices and trainees. For joint ventures, this criterion applies to each joint venture company. (i) Compliance over the past three (3) years with the Queensland Government Building and Construction Training Policy. Support this by providing Training Policy Administration System (TPAS) reports. (ii) Where the deemed hours were not met, provide an explanation for this and the strategies used to address this during construction. (iii) Outline what steps have been taken to improve compliance on future projects. (iv) Support of nationally endorsed civil construction competencies. (v) Any other practices or programs used to improve opportunities for apprentices and trainees, including training advancement.	5
SC1d)	1	Best Practice Industrial Relations Refer to the Transport BPIC when responding to the following criteria. (i) Outline your approach to establish and maintain a positive industrial relations environment for this project. Include a narrative of lesson learnt from previous projects including subcontractors. (ii) Where applicable, provide details of where the Applicant has been subject to any of the following under the Fair Work Act 2009 over the past five (5) year and describe any changes in procedures as a result of any safety notices/sanctions. a) Convictions or prosecutions for any offence b) Enforceable undertakings c) Infringement notices	10
SC1e)	1	Proposed workforce profile (i) Indicate your proposed workforce profile for the project – self managed (direct), sub-contracted (indirect) and labour hire by trade/work package (ii) Describe your approach to establish and maintain an inclusive and diverse workforce on this project. Include your proposed workforce diversity profile and strategies to encourage and support diversity and inclusion for this project.	5
SC2		Company Experience and Construction Methodology (30%)	
SC2a)		Demonstrate your company's track record and experience in successfully delivering similar projects to the Centenary Bridge Upgrade project using two project examples and the following headings: (i) Working in a dense urban area (ii) Dealing with complex traffic management and staging (iii) Managing complex PUP relocations (iv) Project planning and programming (v) Environmental management.	15
SC2b)	2	Working over water Demonstrate your skills and experience in successfully demolishing a structure over a waterway in an environmentally sensitive area. Your response shall include details of three key challenges and treatments, and three learnings which could be applied on this	15

Selection Criteria	Associated KRA reference no.	Description	Sub criteria Weighting (%)
		project.	
SC3		Management Plans (20%)	
SC3a)		(i) Provide a draft Environmental Management Plan for the project which includes waste management, sustainability initiatives, etc. A page limit does not apply to the draft Environmental Management Plan. (ii) Does your company have an environmental and / or sustainability policy which considers the broader social, economic and environmental impacts of the services that you provide? (iii) Does your company have a Waste Management Strategy or similar in place to reduce material usage and or waste? (iv) Describe three key challenges and treatments, and three learnings related to environmental management which could be applied on this project.	6
SC3b)	2	(i) Provide a draft Traffic Management Plan which demonstrates how pedestrian and cyclist connectivity and safety across the bridge is maintained throughout the construction period. A page limit does not apply to the draft Traffic Management Plan. (ii) Describe three key challenges and treatments, and three learnings related to traffic management which could be applied on this project.	7
SC3c)		(i) Provide a draft Marine Execution Plan which describes how the Brisbane River navigational channel is maintained throughout the construction period. The page limit does not apply to the Plan. (ii) Describe three key challenges and treatments, and three learnings related to the maintenance of the navigational channel which could be applied on this project.	7
SC4		Resources (10%)	
SC4	1	Describe your strategy to attract and maintain key resources for the duration of the project. Your response should detail retention, training and upskilling. In relation to above, provide an A3 sized organisation chart showing key roles and names. Curriculum Vitae (CVs) (maximum of two pages each) using the TMR CV Template, of all nominated key role personnel shall be attached which demonstrates their capabilities and lists of at least two referees and their contact details. Note: page count excludes CVs.	10
		Total	100

Table 5 - Stage One Selection Criteria

3.3.2 Stage Two Tender selection criteria

Table 6 - Stage Two Selection Criteria

Selection Criteria	Description	Weighting (%)
SC1	Non-Price	30
	Key Result Areas (KRAs) Tenderers will be asked to address the KRAs outlined in section 3.2. These KRA's include: • KRA 1 Quality Jobs • KRA 2 Safe Workplaces • KRA 3 Local supply chains and manufacturing • KRA 4 Sustainability • KRA 5 Project Delivery Optimisation A schedule of Provisional Sums may be required to address the KRAs, including the BPIC. This Schedule of Provisional Sums will not be assessed as part of the Price (SC2)	
SC2	Price	70
	Schedule of Rates total price (excluding Provision Sum developed for SC1)	

3.3.3 Risk, opportunity and urgency

Refer to Appendix 1 for Risk register.

3.4 Evaluation, Scoring and Tender Award

3.4.1 Assessment of Non-Price Selection Criteria

Non-Price Score (NPS)

Offers will be assessed against the selection criteria identified in the EOI and this plan. The rating system shown in Table 7 below will be applied to each non-price selection criteria for each offer by each TAP member. Ratings will be based on quantitative (where appropriate) and qualitative assessment of the solutions offered, with higher ratings indicating better performance. The reasons for each rating for each TAP member will be thoroughly documented in an individual evaluation sheet, to indicate how the rating was determined.

When providing examples of projects involving Joint Ventures, Tenderers must describe how their company and personnel contributed to the project. The resources nominated must be those intended to be used for the delivery of the project. Tenders from organisations who are selected as part of the shortlisting process but change the resources nominated in the tender from those identified in the EOI may be excluded.

If applicable, referees' checks will be contacted by members of the TAP with a standard set of questions developed and agreed upon by the panel to be used to determine each Tenderer's past performance.

Upon completion of individual ratings for each selection criterion, the TAP will moderate their ratings and record their moderated ratings and collective comments. Moderation will be a comparison of each panel member's ratings and discussion of each selection criterion to ensure there is similar

understanding of offeror's submissions and consistency across each panel member's ratings.

If the TAP does not agree on a single rating (this is not a common occurrence), then the panel member's ratings will be averaged to determine the panel's rating for each selection criterion. The ratings for each offer's selection criterion will be compared to other relative offers to reduce the likelihood of any imbalance between ratings. A final rating (based on consensus) for each selection criterion shall be determined. This forms the basis of the NPS used in the formula below. The evaluation of applications will be documented in the final Tender Assessment Report.

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

Table 7 – NPS Rating System

Non-Price Index (NPI)

The non-price selection criteria index (NPI) is a weighted score calculated from the individual scores that the TAP allocate to the tenders. The following procedure is to be used to calculate the NPI:

- Each of the non-price selection criteria is scored out of 10 (10 high).
- The total non-price weighting is distributed among the individual criteria.
- The following formula will be used to score the non-price selection criteria:

$$\text{Non-Price Index, NPI} = (\text{NPS} / 10 \times \text{NPW})$$

Where:

- NPI = index of the non-price selection criterion
- NPS = score (10 high) the selection panel gives to the individual non-price selection criterion. See below
- NPW = weighting of the individual non-price selection criterion

3.4.2 Assessment of Price Selection Criteria

Price Score (PS)

Offers will be assessed against the selection criteria identified in the EOI and this plan. The formula which can be used to calculate the PS includes the submitted tender price and a 'Threshold Price'.

The threshold price could be either the price of the lowest conforming tender or the price used to identify the lowest bid. Using the following formula, the tendered price is ranked with the highest score of 10 for the price which is equal to the price of the 'threshold price'.

$$\text{Price Score, PS} = 10 - 10 \times \text{ABS (PT - PTh)} / \text{PTh}$$

Where:

- PS = Price Score of the tender (schedules of rates)
- PT = submitted tender price
- PTh = threshold price
- ABS = absolute value

As part of the tender submission, the shortlisted Tenders may submit a Schedule of Provisional Sums to address the KRAs, including the BPIC. This Provisional Sums will not be assessed as part of the Price Score in the formula outlined in *Section 3.4.2*.

Unusually Low Bids will be treated as per TIPDS Volume 2 Clause 7.3.8.

Price Index (PI)

The price selection criteria index (PI) The price index (PI) is a weighted score calculated for a tendered price. PI is the weighted Price Score (PS) multiplied by the price weighting (PW).

$$\text{Price Index, PI} = \text{PS} \times \text{A\%/100}$$

Where:

- A% is the weighting for the price.

3.4.3 Assessment of Non-Price and Price Selection Criteria

Tenders will be assessed using the Best Value Index (BVI) as described in TMR TIPDS Volume 2.

The BVI method uses a formula that converts price and non-price factors into 'best value' indices and adds them together to derive the BVI. The conforming tender with the highest BVI is recognised as the tender that best meets the department's value for money policies and will be considered the higher ranked tenderer.

Only the Stage 2 non-price criteria will be used in the calculation of the BVI. The scoring for the non-price criteria for stage one will not be taken into consideration in the calculation of the BVI.

$$\text{Best Value Index, BVI} = \text{PI} + \text{NPI}$$

Where:

- PI = Price Index
- NPI = Non-Price Index

3.4.4 Scoring matrix

The scoring matrix will be adapted based on TIPIDS Volume 2 Appendix G.

3.4.5 KRA Interactive Process

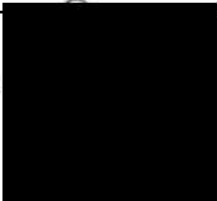
Following determination of the higher ranked tenderer, an interactive process will be undertaken to determine KRAs, including BPIC. The TAP will consider the submissions put forward by the higher ranked tenderer and any provisional sums provided to determine the preferred tenderer.

In the event where the interactive process does not yield an acceptable submission to the TAP, the TAP may advise the higher ranked tenderer of its non-acceptance and invite the next ranked Applicant to enter the interactive process. Acceptance of the submission will be at the sole and absolute discretion of the TAP.

In the case where non-acceptance of the Applicant occurs, the reasons for that non-acceptance will be documented and agreed by the TAP and approved by the applicable Delegate. This information will be included in the Tender Evaluation Report.

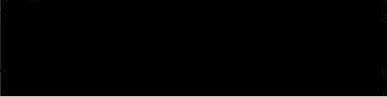
3.4.6 Award of Contract

Upon completion of the KRA interactive process (see section 3.4.5) and submission of all relevant documentation including details associated with monitoring the performance required by the preferred tenderer, the contract will be awarded to the preferred tenderer at the sole and absolute discretion of TMR.

HOLD POINT	
Tender documents completed	
Signature: 	06 / 05 / 2021
Amod Rijal, Tendering Manager	Date

HOLD POINT	
Approval to invite tenders	
Signature: 	06/05/2021
Jeffrey Weeks (Manager, Delivery), Principal	Date

4 Procurement Delegate Endorsement

As a Procurement Delegate with the appropriate level of delegation, I am satisfied that:	
• the procurement option selected is appropriate and sufficient justification has been provided • the Invitation documentation meets the requirements of the departmental procurement standards • the evaluation criteria and Conditions of Contract are appropriate for this procurement • the Invitation method selected is appropriate • the supplier market selected to invite is appropriate • the Invitation will provide value for money for the department.	
I am aware of my responsibilities under the probity and accountability provisions of the <i>Queensland Procurement Policy</i> and I acknowledge that I am accountable for this decision.	
Invitation name:	Centenary Bridge Upgrade – Stage 1 Project
Invitation number:	CN-132712 CN-13712
Name:	Antonia Price
Position Title:	Advisor (Procurement)
Branch:	Program Delivery and Operations
Procurement Delegation:	☐ 1 ☐ 2 ☐ 3 ☐ 4 ☒ 5
Additional Comments:	
Signature:	 Date: 07/05/2021

5 Legislative Delegate Endorsement

As a Legislative Delegate with the appropriate level of delegation, I am satisfied that:	
• the procurement option selected is appropriate and sufficient justification has been provided • the Invitation documentation meets the requirements of the departmental procurement standards • the evaluation criteria and Conditions of Contract are appropriate for this procurement • the Invitation method selected is appropriate • the supplier market selected to invite is appropriate • the Invitation will provide value for money for the department.	
I am aware of my responsibilities under the probity and accountability provisions of the <i>Queensland Procurement Policy</i> and I acknowledge that I am accountable for this decision.	
Invitation name:	Centenary Bridge Upgrade – Stage 1 Project
Invitation number:	CN-13712
Name:	John Ryan
Position Title:	Deputy Regional Director (Metropolitan)
Branch:	Program Delivery and Operations
Procurement Delegation:	☐ 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 N/A
Additional Comments:	
Signature:	 Date: 7 May 2021

Attachment 1: Risk Matrix

Centenary Bridge Upgrade																																																	
Risk Register																																																	
Project Objectives																	Current Rating				Treatment			Residual/ Retained Rating				Net Financial Impact (\$)																					
Reference Number	A bridge that provides adequate capacity to	A bridge that can be staged to fit the overall	A bridge that supports the Centenary corridor	A bridge that does not preclude existing or	A bridge that minimises afflux risk (i.e. new	A bridge that supports safe movement for	Insert Project Objective	Insert Project Objective	Insert Project Objective	Insert Project Objective	Insert Project Objective	RCP Category	RCP Risk Area	Risk Description	Causes/Sources	Impacts	Controls	Stakeholders	Risk Owner	Likelihood	Consequence	Rating	Current Financial Impact (\$)	Treatment Option	Treatment(s)	Treatment Owner(s)	Treatment Due Date(s)	Treatment Status	Likelihood	Consequence	Rating	Residual Financial Impact (\$)	Best Case	Most Likely Case	Worst Case	Next review date	Comment(s)												
1						x						Stakeholders	4.1, 4.2, 4.3	Risk that the solution is not acceptable to the community/ stakeholder s - unacceptable active transport connection - unacceptable impact to environment / community - unacceptable solution for heavy freight movements - project objectives not met	* Local community and stakeholder s not engaged in early design stages of the project *Load Limiting the bridges (i.e. B-Doubles are not permitted over the bridge) *Media notice re project objectives	* Disgruntled local community * Negative Public Perception of project *Negative impact to TMRs reputation *Delay to delivery program * Political reputations	Involvement of TMR communications specialist to complete actions from stakeholder engagement and communications plan Community consolation meetings with local residents and representative of local commuters / freight associations Communications Officer appointed to manage consultation process	* Location residents and Community * Daily Commuters *TMR *Brisbane City Council *Freight Industry *Political Representatives *Active Transport Cycling Lobby *Environmental Community Groups	TMR PM	Possible	Major	High		Changing the likelihood	1 Involvement of TMR communications specialist to complete actions from stakeholder engagement and communications plan (During the DD Phase)	TMR Project Manager	30/06/2020	Completed	Unlikely	Major	Medium																	14/03/2021	Community Engagement Plan in development. Currently being updated to conform to ISCA requirements.
																																							</										

[illegible]

50

[illegible]

[illegible]

Changing the likelihood		Changing the likelihood	
1	Construction staging caters for flood event loading, or works is completed in dry season Advance warning from Dam Operators on allowing removal of at-risk equipment Implement appropriate construction procedures (including weather monitoring) to construction in waterways.	1	Construction staging caters for flood event loading, or works is completed in dry season Advance warning from Dam Operators on allowing removal of at-risk equipment Implement appropriate construction procedures (including weather monitoring) to construction in waterways.
	Designer		Designer
	30/03/2021		30/03/2021
	On Track		On Track
	Rare		Rare
	Major		Major
	Medium		Medium

[illegible]

Changing the consequence		Changing the likelihood	
1	Inspection platforms at abutments. Access tracks to abutments and N-W noise barrier. Training and maintenance plan. Isolate hazard with balustrade & ladder attachment where possible	1	Discuss requirements with utilities providers at an early stage. Provide safe parking and access for maintenance vehicles. Inspection platforms at abutments. Access tracks to abutments and N-W noise barrier. Ensure adequate training and work method statement is a prepared and adhered to.
	Designer		Designer
	30/03/2021		30/03/2021
	On Track		On Track
	Unlikely		Unlikely
	Minor		Major
	Low		Medium

Attachment 2: Definitions

Reputable Supplier	A supplier who, due to its Reputable Attributes is preferred by the Principal to undertake civil construction works on behalf of the State of Queensland
Reputable Attributes	Reputable attributes include, for example: • a history of strong delivery performance in the civil construction industry founded on integrity and transparency • is appropriately prequalified and/or has the appropriate accreditations • has a large proportion of its workforce under direct employment • understands and values the importance of job security and casualisation reduction • a commitment to providing terms and conditions of employment, including specific pay rates, for its personnel who will perform work under the Contract, which are equivalent to the Transport BPIC • a commitment to using its best endeavours to engage subcontractors who provide terms and conditions of employment, including specific pay rates, for their personnel who perform work under the Contract, which are equivalent to the Transport BPIC • has opportunities for career enhancement, including the training and upskilling of employees to build industry capability, particularly through apprentices and trainees • a commitment to optimising capability, performance and career options of employees, and supporting the costs and time required to attend training and career development events • has an effective Supply Chain Engagement Strategy • has an inclusive and diverse workforce • has employees that embraces effective management of workplace issues such as bullying, sexual harassment family violence and mental health • has a workplace health and safety system that is industry leading • is familiar with and complies with all their obligations and exercise due diligence in its duties under the Work Health and Safety Act • has a safety culture that demonstrates industry leading behaviours, decision making, and attitudes that are supported by its leadership team • prioritises local suppliers and locally sourced materials including manufacturing where possible • embraces advances in technology, including digital engineering • demonstrates and applies innovative solutions to create efficiencies and improvements to the current state • a culture of reporting performance metrics to drive better efficiencies and inform decision making • complies with all relevant legislative requirements and government policy
Supply Chain Engagement Strategy	A strategy that outlines and demonstrates how the Reputable Supplier will conduct business with other ethical, environmental and socially responsible suppliers, including: • the key components or work packages for the civil construction work, including the proposed person hours required to delivery it • how it will meet the principles of the Queensland Charter for Local Content and utilise local suppliers and locally sourced materials including manufacturing where possible • the process by which subcontractors will be assessed, evaluated and selected • how government commitments and policies will be applied to, and by their subcontractors, including for example, the local benefits test • how they will manage best practice industrial relations, including a risk assessment that shows an understanding of the industrial relations environment, lessons from previous projects and project-specific issues that may be encountered • identifying suppliers' terms and conditions of employment, including specific pay rates for its personnel who will perform civil construction work which are equivalent to the Transport BPIC • the systems in place to avoid the underpayment of wages throughout the supply chain • how, and in what timeframe, they will make payment to their subcontractors • the management and integration of the health and safety system, including how the supplier's health and safety system complies with the relevant Work Health and Safety legislation • the approach to establish and maintain positive engagement, communication and relationships across the supply chain in the spirit of better collaboration in civil construction • how it will comply with all relevant legislative requirements and government policy

DMS No. 150/02270

Addendum

Addendum Number:	1 (12 pages in total)	Transport and Main Roads contact details	
Invitation Name:	Tender Evaluation Plan – Centenary Bridge Upgrade (669801)	Contact Officer:	Gautham Nair
Invitation Number:	CN-13712	Email Address:	[REDACTED]
Issue Date:	3 September 2021	Note: Enquires to be directed to the TMR contact officer	

This addendum shall be read in conjunction with the Tender Evaluation Plan – Centenary Bridge Upgrade (669801) – CN13712, May 2021 version 5

Section	Addendum to Section	Description
1.6.3	Target Dates	Updated <i>Table 1</i> with current target dates
2.1	TAP Membership	Updated <i>Table 2</i> with current panel members
3.1.2	Stage Two	Replaced (including new sub-sections 3.1.2.1 and 3.1.2.2)
3.2.6	KRA 4- Sustainability	Replaced with KRA 4 and elaboration
3.2.7	KRA5-Project Deliver Optimisation	Inserted new sub-section with KRA 5 and elaboration [REDACTED]
3.3	Tender selection criteria and weightings	Updated <i>Table 4</i> with KRAs and sub-weightage
3.3.2	Stage Two Tender Selection Criteria	Renamed sub-section to Stage Two Non-Price Selection Criteria, deleted <i>Table 6</i> and added new sub-sections 3.3.2.1 to 3.3.2.5
3.4.3	Assessment of Non-Price and Price Selection Criteria	Updated BVI formula
3.4.5	KRA Interactive Process	Replaced

1.6.3 Target Dates

Updates to Table 1- Target Dates.

Description	Target Dates
Stage One - Invite applications for Expression of Interest	6 May 2021
Industry Briefing	13 May 2021
Pre-Close meeting for EOI	25 May 2021
Close Applications for Expression of Interest	3 June 2021
TAP initial review of submissions	21 June 2021
Distribution of relevant Non-Price deliverables to expert advisors	28 June 2021
Expert advisors report back to TAP	13 July 21
Stage one TAP recommendation finalised	30 July 2021
Advise shortlisted Tenderers	10 August 2021
Feedback session to Shortlisted Applicants	17 August 2021
Stage Two – Release Request for Tenders to shortlisted Tenderers	3 September 2021
Close Tenders	19 October 2021
Distribution of relevant Non-Price deliverables to expert advisors	21 October 2021
Expert advisors report back to TAP	29 October 2021
Preferred tenderer selected	23 November 2021
Contract Finalisation	8 December 2021
Contract Award	17 December 2021
Construction Commence	1 February 2022
Practical Completion	1 February 2026

2.1 TAP membership

Updates to Table 2 - Amod Rijal (Panel member) to be removed, Junwei Ang to replace Jeffrey Weeks as the Panel Chair.

The Tender Assessment Panel (TAP) shall comprise of the membership as outlined in Table 2.

Role	Name	Official position
Panel Chair	Junwei Ang	A/ Project Manager – Centenary Bridge Upgrade
Panel member	Trevor Land	Regional Project Director - Significant Projects
Panel member	Gavin Allen	Assurance and Performance Manager

Table 2 - TAP membership

3.1.2 Stage Two

In the Stage Two, Request for Tender (RFT), the shortlisted Tenderers from Stage One will be invited to submit a Tender for the works where they will be requested to lodge their submission in three separate sealed envelopes (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: KRA Provisional Sum schedule

Assessment of the RFT is based the Best Value Index (Section 3.4.3) comprising the Non-Price and Price selection criteria followed by an interactive process as outlined in Section 3.4.5.

3-Envelope Process

A modified 3-Envelope process would be adopted for the Stage Two, RFT and the following outlines the steps of the process:

- Procurement compliance and conformance checks of the submissions received,
- Envelope One from all submissions to be released to TAP and TAP to release relevant contents from Envelope One to Specialist Advisors as required,
- Specialist Advisors will review submissions in relation to the KRA, including BPIC and will provide their assessment and recommendations to the TAP for consideration,
- Taking into consideration the comments from the Specialist Advisors, TAP will complete evaluation and scoring of the submissions in relation to the KRAs, including the BPIC which would culminate in a Non-Price Index (Section 3.4.1),
- Envelope Two from all submissions to be released to TAP for assessment which would culminate in a Price Index (Section 3.4.2). As part of the tender submission, the shortlisted Tenderers may submit a Provisional Sums Schedule in response to the KRAs, including BPIC. This Provisional Sum Schedule will not be assessed as part of the Price Index (Section 3.4.2) and only the 70% price component will be considered and published.
- Using the Best Value Index, BVI (Section 3.4.3) which is a combination of the Non-Price and Price indices, TAP would rank each of the submissions in recommendation order in a report for the consideration of the Principal's Representative as nominated under Item 4E of the Annexure A of the General Conditions of the Contract (C7831).
- Envelope Three of the highest ranked tender to be released to the Principal's Representative for Interactive Process (Section 3.4.5)
- If Interactive Process with the Tenderer with the highest ranked tender is not successful on advice from the Principal's Representative, Envelope Three from the next highest ranked tender to be released to the Principal's Representative, process to repeat until successful outcome,
- With the successful conclusion of the Interactive Process, Tenderer from successful Interactive Process would be put forth for award of contract.

3.1.2.1 Unusually Low Bid (ULB)

Unusually Low Bids applies to this tender. ULB will be assessed as per Clause 10 of the Conditions of Tendering and Clause 7.3.8 of Transport Infrastructure Project Delivery System (TIPDS) Volume 2.

3.1.2.2 Alternative Tenders

Alternative tender will be assessed as outlined in Item 99.7 of the Annexure to the Conditions of Tendering (C7822) and Clause 7.3.7 of Transport Infrastructure Project Delivery System (TIPDS) Volume 2. The Tender Panel can request additional information from the Tenderer subject to the approval from the Principal's Representative.

3.2.6 KRA4 – Sustainability

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.

3.2.7 KRA 5 – Project Delivery Optimisation

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
- Stakeholder Communications
- Environmental
- Utility Relocations
- Practical Completion
- Quality
- Weather
- Relationships
- Cost
- Claims / Disputes
- Key Milestones

3.3 Tender selection criteria and weightings

Updates to Table 4:

Selection Criteria	Description	Weighting (%)
Stage 1 – Non Price (100%)		
SC1	Local Benefits and Best Practice Principles	40%
SC2	Company Experience and Construction Methodology	30%
SC3	Management Plans	20%
SC4	Resources	10%
Stage 2 – Non Price / Price		
SC1	Non-Price – Key Results Area • KRA 1: Quality Jobs (including Best Practice Industrial Relations) – 8% • KRA 2: Safe Workplaces – 6% • KRA 3: Local supply chains and manufacturing – 4% • KRA 4: Sustainability – 4% • KRA 5: Project Delivery Optimisation – 8%	30%
SC2	Price – Tender Schedule M – Schedule Summary (Total price excluding KRA Provisional Sums)	70%

Table 4 – Selection Criteria Weightings

3.3.2 Stage Two Non-Price Selection Criteria

Table 6 is Deleted.

3.3.2.1 KRA1 – Quality Jobs (including Best Practice Industrial Relations)

~~(Proposed~~ Weighting 8%; ~~Proposed~~ Page Limit – 10 A4 Pages)

a) The tenderers intended work profile

- Please outline the updated workforce profile intended for this project, including the percentage and type of works to be self-performed, sub-contracted and use of labour hire personnel by trade/work package. In the response please outline how labour hire personnel are likely to be utilised on the project and for what work components. This outline could be provided utilising a table similar to that below:

Major trade/ work package description	Est. Hours	Self-Performed	Subcontracted	Labour Hire

- Describe your approach to establish and maintain an inclusive and diverse workforce on this project. Include your workforce diversity profile, strategies and specific targets to encourage and support diversity and inclusion for this project. Please also provide detailed information relating to diversity and inclusion programs planned for the project.

b) The tenderers approach to its self-performing work

On consideration of the Transport BPIC and given that TMR is keen to ensure a positive industrial relations environment on the project for time and cost reasons and because it is an aspect of demonstrating best practice industrial relations, explain how the tenderer intends to establish and maintain a positive industrial relations environment for this project including:

- i. How the tenderer, in using its best endeavours, intends to reflect the intent and outcomes of the Transport BPIC as part of its industrial relations strategy, including what industrial instruments are proposed to apply to self-performing work on this project and how the identified instruments compare (for example, wage rates and conditions) to the Transport BPIC.

Note: existing company policies may exist in relation to conditions within the Transport BPIC. These may be included as part of the response.

- ii. How the tenderer would take reasonable steps to engage with all relevant unions (as identified in the Transport BPIC) with an interest in the project, with a view to ensuring a positive industrial environment is achieved and maintained for the project. Please include an engagement strategy for how this will be undertaken for this project.
- iii. What do you consider to be the key industrial relations risks to providing a positive industrial environment on the project and what are the proposed mitigation strategies to address these risks? For example, the civil construction sector has experienced a history of competition between unions, particularly on large projects. What is the proposed mitigation strategy should a trade union demarcation dispute arise between unions and their members on this project?

c) The tenderers approach to engaging subcontractors, including industrial instruments covering subcontractors

- i. What is the tenderer's commitment to engaging and using Reputable Suppliers and subcontractors? (This should be outlined in the Supply Chain Engagement Plan).
- ii. What project work packages the tenderer is intending to procure using subcontractors?
- iii. What, by way of identification, are the tenderers proposed list of subcontractors (by work package) for the project?
- iv. How would the tenderer intend to provide the Transport BPIC to subcontractors in relation to this project?
- v. How is it proposed that the tenderer would use its best endeavours to take the BPP, including the Transport BPIC into account when engaging subcontractors for the project, including how it is intended that the tenderer would use its best endeavours to engage subcontractors (as Reputable Suppliers) who intend to reflect the intent and outcomes of the Transport BPIC?
- vi. In instances where subcontractors (despite their best endeavours) do not reflect the intent and outcomes of the Transport BPIC, for example wage rates and hours of work, does the tenderer see a risk in the event of a significant gap in the employment terms and if so, what is their mitigation strategy?

d) Assurance and Performance

- i. How it is intended that:
 - a. The tenderer will ensure compliance, including monitoring and reporting mechanisms on the Best Practice Principles for those components that are self-performed, including best practice industrial relations;
 - b. The tenderer will ensure compliance, including monitoring and reporting mechanisms on the Best Practice Principles for those components that are performed by subcontractors, including best practice industrial relations;
- ii. In relation to work to be performed by subcontractors, the proposed strategies that will be undertaken by the tenderer to manage issues of non-performance on any commitments made in their respective tenders in relation to the Best Practice Principles, including best practice industrial relations.

e) Apprentices and Trainees

In relation to the proposed employment numbers for apprentices and trainees for the project, please provide the following:

- i. The proposed apprentices and trainee targets for the project;
- ii. In relation to the targets, the proposed number and workhours of apprentices and trainees for the project;
- iii. In relation to the numbers and workhours, the proposed occupational categories for the project by type (for example, the number of proposed electricians and other apprenticeships and various types of trainees);
- iv. An employment forecast of the proposed apprenticeships and trainees for the project's duration of construction, including a forecast estimate of at what time in the construction phase they are likely to be employed, as well as the likely tenure;
- v. The proposed recruitment strategy in relation to the apprentices and trainees including whether the apprentices and trainees will be employed directly by the tenderer, indirectly via subcontractors, or through Group Training Organisations;
- vi. In circumstances where recruitment will occur via subcontractors or through Group Training Organisations, please indicate your supply chain to achieve the proposed targets and forecasts; and
- vii. Outline your plan to support apprenticeships and trainees succeed on this project. In your response, please include details of the supervision requirements, mentoring provisions and the mechanisms/initiatives that you have in place to support apprentices and trainees.

f) Training Coordination

The Queensland Government Building and Construction Training Policy applicable to this project mandates the employment of a Training Coordinator to support the implementation of a Skills Development Plan.

- i. Please provide a Skills Development Plan (SDP) for this project.

As part of the SDP please:

- ii. include details of your commitment to achieving the Training Coordinator requirement, including:
 - a. The proposed Training Coordinator for the project including their capabilities & CV
 - b. The number of hours per week intended to be dedicated on this project; and
 - c. Where the Training Coordinator will be located.

g) Other Workforce Training

Outline how you will achieve other workforce training targets for the project.

- i. Provide broad level training needs analysis (if completed) to support skills development
- ii. Identify preferred Registered Training Organisations to deliver services
- iii. Identify potential funding sources that may be utilised in achieving targets.

h) Policy Tension

Given that this project is subject to the local buy policy, how the tenderer would intend to manage and prioritise any competing Queensland Government policies, for example local buy policy and the best practice principles, particularly in relation to best practice industrial relations?

3.3.2.2 KRA2 - Safe Workplaces

(~~Proposed~~ Weighting 6%; ~~Proposed~~ Page Limit – 5 A4 Pages)

Prioritising best practice workplace health and safety systems and standards and a culture of safety for all. The Centenary Motorway services approximately 85,000 vehicles per day with the Centenary Bridge providing the key link between Brisbane's western suburbs with Kenmore and Fig Tree Pocket to the north of the river. The project has many construction activities taking place in a heavily congested urban environment. The Traffic Management on this project will have to ensure the project always operates as a safe workplace. The aim is to keep workers, motorists, cyclists, pedestrians and marine users safe. An effective and collaborative approach using innovation strategies are necessary elements in the overall risk management process for safety. Please provide additional information addressing the below criteria. Note that this is additional information to your submitted Traffic Management Plan for this project.

- a) Please provide the construction sequencing for this project outlining how traffic management will be planned to ensure road and marine users and your workforce will be kept safe during the construction phase.
- b) How is it intended that the Principal Contractor will manage their supply chain to ensure relevant duties under health and safety obligations are appropriately discharged? The response should include the management of critical risks and controls measures that will be put in place for the supply chain.

The response should outline the key construction activities required for the project and the specific critical risks and controls. The response should also address the transportation of materials, and how traffic flow will be maintained throughout the construction phase without causing significant disruption.

3.3.2.3 KRA3 - Local supply chains and manufacturing

(~~Proposed~~ Weighting 4%; ~~Proposed~~ Page Limit – 3 A4 Pages)

Actively support quality local Queensland suppliers and industries on Queensland Government projects

- a) The project is being procured and will be delivered concurrently with other major infrastructure projects in the region. These projects will all place increased demand on market and supply chain resources which could potentially put at risk project quality and reliable delivery of the project within the construction schedule. In this regard:
 - i. Please identify those materials and/or supplies that are likely to be most affected for this project;

- ii. Outline your strategy for how these increased demands will be managed and/or mitigated to facilitate project quality and meet the agreed construction schedule. Please include the proposed approach to collaborating with the Principal on these matters.
- b) Please provide an updated Supply Chain Engagement Plan for this project. Note: a page limit does not apply to this criterion.

3.3.2.4 KRA4 - Sustainability

(~~Proposed~~ Weighting 4%; ~~Proposed~~ Page Limit – 3 A4 Pages)

Advancing infrastructure sustainability outcomes that enable social, environmental and economic benefits

- a) Demonstrate your commitment to implementing sustainability on projects and achieving outcomes equivalent to 'Leading' and/or 'Excellent' as defined by the Infrastructure Sustainability Council of Australia (ISCA). Please provide examples on how the intent of KRA 4 will be demonstrated on this project;
- b) Outline your intended approach to meet the targets detailed in the TMR Supplementary Specification (CN-13712) PSTS-13: Supplementary Specification – Infrastructure Sustainability (PSTS-13); and
- c) Where targets within the PSTS-13 can be exceeded, please outline your proposed strategies to achieve the maximum credit level.

3.3.2.5 KRA5 - Project Delivery Optimisation

(~~Proposed~~ Weighting 8%; ~~Proposed~~ Page Limit – 10 A4 Pages)

Applying innovative technologies, techniques and industry initiatives to drive better project delivery success, productivity and optimisation.

a) Stakeholder Communications

- i. Demonstrate your history of and commitment to stakeholder management including timeliness of responses, assessing stakeholder satisfaction and ensuring that stakeholder databases remain current;
- ii. Outline previous learnings that have been implemented and resulted in improved stakeholder management that will be utilised in relation to this project; and
- iii. In circumstances where stakeholders are unsatisfied with a response or approach taken to a particular matter, please outline your proposed strategy and the steps to be taken to deal with the matter.

b) Practical Completion

- i. Demonstrate your history of and commitment to achieving practical completion in line with contractual requirements; and
- ii. Outline your proposed assurance processes for the project to ensure compliance with contractual requirements for practical completion, including providing 'as-constructed' plans and completing defect rectification works.

c) Public Utility Plant

The Centenary Bridge project will require the Principal Contractor to undertake the protection and relocations works of the Public Utility Plant (PUP) as detailed in the design package within the

TIC-CO. The protection and relocations of such services can be complex requiring astute planning to ensure the scope is not adversely impacted which may result in time, cost and quality implications to the Principal. The tenderer is to provide TMR with a response outlining the following:

- i. Regarding your most recent major TMR project, please explain how the Principal Contractor worked with the Administrator and Principal to ensure that the PUP was managed in such a way that scope, time and cost was not adversely impacted. The response should focus on the process that was used to identify and implement change that was beneficial to the outcome of the project.
- ii. Please outline how the PUP will be managed on the Centenary Bridge project using any innovated solutions that you may consider relevant to minimise community disruption.

d) Claims

A Contract Administrator will be appointed for this project. The Contract Administrator's responsibilities will include certifying all claims and variations under the TIC-CO contract. Such claims will include payment claims, variations, latent conditions and any breaches of contract. All claims must have a contractual basis with notices complying with the requirements of the Contract and must comply with TMR's Engineering Policy EP165 "Guidance for Preparation of Contractual Claims". Regarding your most recent major TMR project, please outline all claims and disputes that were raised during the project by the Principal Contractor. The response should include the following:

- i. Provide the list of claims, brief particulars, amount claimed, and amount paid and or each claim confirm compliance with EP165 and the contract requirements. As part of the response, please name the Contract Administrator for each of the listed claims to validate information provided. Note: This response will not be subject to the page limit.
- ii. Evidence of how the claims complied with the requirement of the contract and EP165.
- iii. The number of claims rejected by the Administrator for not complying with the requirements of the contract or EP165 versus the number of claims there were fully complaint on first submission.
- iv. Provide particulars of any disputed claims or contractual dispute (brief particulars of the matters in dispute, method used to resolve, time to resolve, whether notification requirements of the contract were complied with, amount claimed, and amount paid).

For the Centenary Bridge Project, the tenderer should demonstrate how they will apply good relationship management with the Administrator and Principal about any situation leading to a potential claim.

3.4.3 Assessment of Non-Price and Price Selection Criteria

The formula for calculation of BVI is updated to: Best Value Index, **BVI = PI + NPI**

3.4.5 KRA Interactive Process

As soon as practical, following the TAP's report to the Principal's Representative, 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:

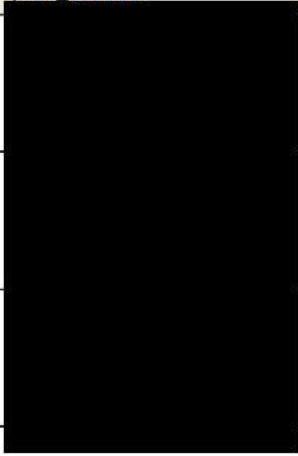
- a) The key intent and outcomes of the KRA's as they generally and/or specifically relate to the Project;
- b) The information provided in the offer (including the KRA Provisional Sums Schedule) from the highest ranked tender and the TAP Report;
- c) The funding considerations (including impacts and constraints) to successfully deliver the Project;
- d) Any other relevant matter at the sole discretion of the Principal's Representative.

In considering section 3.4.5 (a) – (d) above, the Principal's Representative may, at any time:

- e) Seek advice and/or information from the TAP;
- f) Seek advice and/or information from the Specialist Advisors nominated in this TEP;
- g) Require attendance of the TAP or the Specialist Advisors at 1 or more meetings between the highest ranked tenderer and the Principal's Representative.

Following the interactive process in relation to the non-price criteria and KRA Provisional Sums, and following satisfaction of the Principal's Representative, the tenderer with the highest ranked tender will be recommended as the Best Tender as defined in the Clause 7.5.2 of the TIPDS Volume 2.

Should the outcomes of the interactive process with the tenderer of the highest ranked tender not be to the satisfaction of the Principal's Representative, the Principal's Representative may recommence the interactive process (as outlined in this Section 3.4.5) with the tenderer of the second highest ranked tender. This process will repeat until the tenderer of the relevant ranked tender is recommended as the Best tender.

Endorsement Tender Assessment Panel (TAP)				
Role	Panel	Position Title	Signature	Date
Panel Chair	Junwei Ang	A/Project Manager		3/9/2021
Panel Member	Trevor Land	Regional Project Director - Significant Projects		3/9/2021
Panel Member	Gavin Allen	Principal Engineer (Civil)		3/9/2021

HOLD POINT	
Endorsement to invite Stage Two tender	
Signature: 	3/9/2021
Name / Title: Graham Kerr, A/ Regional Manager (Delivery)	Date

Procurement Delegate Endorsement

As a Procurement Delegate with the appropriate level of delegation, I am satisfied that:

- the procurement option selected is appropriate and sufficient justification has been provided
- the Invitation documentation meets the requirements of the departmental procurement standards
- the evaluation criteria and Conditions of Contract are appropriate for this procurement
- the Invitation method selected is appropriate
- the supplier market selected to invite is appropriate
- the Invitation will provide value for money for the department.

I am aware of my responsibilities under the probity and accountability provisions of the *Queensland Procurement Policy* and I acknowledge that I am accountable for this decision.

Invitation name:	Centenary Bridge Upgrade – Stage 2 RFT		
Invitation number:	CN-13712		
Name:	Antonia Price		
Position Title:	Advisor (Procurement)		
Branch:	Program Delivery and Operations		
Procurement Delegation:	☐ 1 ☐ 2 ☐ 3 ☐ 4 ☒ 5		
Additional Comments:			
Signature:			Date: 3/9/2021

Legislative Delegate Endorsement

As a Legislative Delegate with the appropriate level of delegation, I am satisfied that:

- the procurement option selected is appropriate and sufficient justification has been provided
- the Invitation documentation meets the requirements of the departmental procurement standards
- the evaluation criteria and Conditions of Contract are appropriate for this procurement
- the Invitation method selected is appropriate
- the supplier market selected to invite is appropriate
- the Invitation will provide value for money for the department.

I am aware of my responsibilities under the probity and accountability provisions of the *Queensland Procurement Policy* and I acknowledge that I am accountable for this decision.

Invitation name:	Centenary Bridge Upgrade – Stage 2 RFT		
Invitation number:	CN-13712		
Name:	John Ryan		
Position Title:	Deputy Regional Director (Metropolitan)		
Branch:	Program Delivery and Operations		
Additional Comments:			
Signature:			Date: 3/9/2021

**Centenary Bridge Upgrade - Stage 2: Request for Tenders
Tender Assessment Report
March 2022**

**Transport Infrastructure Project Delivery System
Volume 2 - Tendering for Infrastructure Works**

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Project Tender Assessment Report – Stage 2: Request for Tenders

Project name	Centenary Bridge Upgrade
Project number	669801
Contract number	CN-13712
Brief project description	The Centenary Bridge on the Centenary Motorway (Road U18A) at chainage 10.95km, provides connectivity to Brisbane's western suburbs by linking the suburbs of Jindalee and Sinnamon Park to the south of the river with Kenmore and Fig Tree Pocket to the north of the river. The key objective of this project is to upgrade the existing Centenary Bridge crossing over the Brisbane River encompassing the: • Construction of a new 3 lane northbound bridge • Rehabilitation works on the existing bridges • Existing bridges will form a new 3 lane southbound bridge • New southbound bridge will include a separated active transport path • New active transport path will be provided at Amazon Park
Project Funding	Total Project Funding - \$244 million • Planning and Design - \$20 million, Queensland Government • Construction and Finalisation, \$224 million, 50/50 split between Australian and Queensland Governments
Brief Tender details	For this project, a modified two-stage selection process (Method 3) was used • Stage 1: Expression of Interest – 100% Non-price • Stage 2: Request for Tenders – 30% Non-price, 70% price
Project Director	Name: Jeffrey Weeks Position: Project Director (Centenary Bridge Upgrade)
Project Director details	Name: Jeffrey Weeks Phone: [REDACTED] Email: [REDACTED]
Tendering Manager details	Name: Junwei Ang Phone: [REDACTED] Email: [REDACTED]
Tender Assessment Panel	<u>Stage 2: Request for Tenders</u> Panel Chair: Junwei Ang Panel Member: Jeffrey Weeks Panel Member: Gavin Allen Panel Member: Trevor Land* (*Only undertook part of the Non-price assessment as a Panel Member, prior to stepping back as a specialist advisor)

Version number:	4.11 (Final)
Revision date:	24 March 2022
File number / document number	DMS: 150/02270 G:\WHRF-Projects\201 - Brisbane City Council (140)\669801 - Centenary Bridge Upgrade\3. Implementation\6. Procurement\1. CN-13712 Procurement\2. Stage 2 - RFT\5. Tender Assessment

Table 1 – Project Tender Assessment Report information

Definitions

Term	Description
BPIC	Best Practice Industrial Relations, with TMR specific guidance through the Best Practice Industry Conditions for Transport Civil Construction Projects (Transport BPIC) document for use on BPP Projects
BPP	Best Practice Principles, which applies to projects with a project value over \$100 million (BPP Projects).
Best Tender	Most advantageous Tender for the Principal at the conclusion of the KRA Interactive Process and overall assessment of Tenders in Stage 2
Expression of Interest	means the document issued in Stage 1 of the Tender development phase to shortlist those Tenderers eligible to be invited to Tender in Stage 2
IIC	TMR's Infrastructure Investment Committee (IIC) who are responsible for TMR's infrastructure investment portfolio and governance. IIC provides oversight and endorsement of the development and prioritisation of TMR's infrastructure investment strategies for approval of the Director-General
Interactive Process	Process in which the Tenderer with the Top-Ranked Tender is invited to discuss its provisional sum offer in relation to the KRA with the Principal
Invitation to Tender	means the Tender documents used to invite shortlisted Tenderers from Stage 1 to participate in the full Tender .
KRA	TMR's five (5) Key Result Areas for use on BPP Projects which are designed to motivate better outcomes. 1 – Quality jobs, 2 – Safe workplaces, 3 – Local supply chains and manufacturing, 4 – Sustainability, 5 – Project delivery outcomes
Preferred Tenderer	Tenderer with the Best Tender at the conclusion of the overall Stage 2 Tenders assessment including the KRA Interactive Process
Shortlist	means a list of Tenderers selected by the TAP.
Stage 1	Expression of Interest stage where the TAP will assess the Tenders and create a shortlist of those eligible to further participate in Stage 2.
Stage 2	Request for Tenders stage where the Shortlisted Tenderers from Stage 1 are invited to submit a Tender.
TAP	Tender Assessment Panel. for CN-13712 as outlined in <i>Table 1</i> of this document
TAR	Tender Assessment Report for CN-13712
TEP	Tender Evaluation Plan for CN-13712
Tenders in Contention	relates to a ranked short list of the most advantageous Tenders. For price-only selection (single stage), these are usually the lowest priced acceptable Tenders, and for price and Non-price selection (consisting of Stage 1 and Stage 2), the Tenders that received the best scores.
Top-Ranked Tender	Highest ranked Tender at the completion of the Stage 1 and Stage 2 assessment and prior to the commencement of the KRA Interactive Process with the Principal

Table 2 – Definitions

1. Tender selection method

In accordance with the approved TEP, dated 7 May 2021, tendering for the Centenary Bridge Upgrade project is undertaken using a modified two-stage process as outlined in *Figure 1* of this document.



Figure 1 – Modified two-stage Tender procurement process

The modifications from the normal two-stage selection process includes:

- Use of Non-price selection criteria in both Stage 1 and Stage 2
 - For this procurement, both Stage 1 and Stage 2 will have different Non-price selection criteria as part of the assessment process.
 - Stage 1 selection criteria will be used for the sole purpose of shortlisting for the Stage 2: Request for Tenders phase and not be further considered in Stage 2.
 - Only the Stage 2 Non-price selection criteria will be used to calculate the Best Value Index using the process outlined in TIPDS Volume 2.
- Inclusion of an Interactive Process to finalise the selection of the Preferred Tenderer
 - The Best Value Index calculation will be used to rank Tenders to participate in the KRA Interactive Process with the Principal for selection as the Preferred Tenderer
 - Following determination of the rankings, an Interactive Process will be undertaken with the Tenderer with the Top-Ranked Tender to discuss its provisional sum offer in relation to the KRAs for selection as the Preferred Tenderer
 - In the event where the Interactive Process does not yield an acceptable outcome for the Principal, the Principal at its discretion reserves its right to advise the Tenderer with the Top-Ranked Tender of its non-acceptance and invite the Tenderer with the next highest ranked Tender to commence the Interactive Process with the Principal.

2. Stage 1 – Expression of Interest (100% Non-price)

Stage 1 – Expression of Interest was released to the market on Monday, 10 May 2021 at 0900hrs AEST and closed on Thursday 10 June 2021 at 1400hrs AEST. Six (6) Tenders were received, with four (4) Tenderers subsequently Shortlisted to progress to Stage 2: Request for Tenders as outlined in *Table 3* of this document.

No.	Tenderer (Alphabetical Order)	Compliant	Shortlisted
1.	Bielby Hull Brady Joint Venture (BHB JV)	Yes	Yes
2.	CPB Contractors Pty Ltd (CPB)	Yes	No
3.	Fulton Hogan BESIX Watpac Joint Venture (FHBWJV)	Yes	Yes
4.	Georgiou BMD Joint Venture (GBJV)	Yes	Yes
5.	John Holland Qld Pty Ltd (JH)	Yes	Yes
6.	McConnell Dowell Seymour Whyte Joint Venture (MDSWJV)	Yes	No

Table 3 – Stage 1: Expression of Interest, Shortlisted Tenders

The Stage 1 – Expression of Interest, Tender evaluation was undertaken in accordance with the approved TEP, dated 7 May 2021. Please refer to the approved TAR - Stage 1, dated 10 August 2021 in *Attachment 1* of this document, for full details and information relating to the Tender evaluation and Shortlisting undertaken.

3. Stage 2 – Request for Tenders (30% Non-price, 70% Price)

Centenary Bridge Upgrade project is the first TMR project to have BPP and BPIC included in the Tendering documents in accordance with the Queensland Procurement Policy, 2021. The Invitation to Tender for Stage 2 – Request for Tenders was released to the four (4) Shortlisted Tenderers on Friday, 3 September at 1700 hrs AEST and closed on Tuesday, 26 October 2021 at 1400hrs AEST.

Tenderers were required to submit their Tender in a modified three separate sealed envelopes or electronic folders process, with the contents as follows:

- Envelope One: Non-price – Tender Schedule C7810 EC1 – Key Results Area (KRA) including any appendices and supporting documentation
- Envelope Two: Price - Tender Schedules M, S and D (if applicable) and all remaining components of the Tender submission, along with any appendices and supporting documentation
- Envelope Three: Tenderer's proposed list of Provisional Sums offer (in response to the KRAs), including the Tenderer's details of work operation associated with those Provisional Sums, quantities, and rates.

The Stage 2 – Request for Tenders, Tender evaluation is undertaken in accordance with the approved TEP, dated 7 May 2021 and the Addendum to the TEP, dated 3 September 2021 and is ranked based on the Best Value Index, BVI and the scoring matrix as outlined in *Table 4* of this document.

$$\text{Best Value Index, BVI} = \text{PI} + \text{NPI}$$

Where:

- ♦ BVI = Best Value Index
- ♦ PI = Price Index (Please refer to *Section 3.4* of this document)
- ♦ NPI = Non-price Index (Please refer to *Section 3.3* of this document)

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

Table 4 – Stage 2: Scoring matrix

3.1. Stage 2 – Tender communication

3.1.1. Pre-Tender briefing

A Pre-Tender briefing was held with the four (4) Shortlisted Tenderers on Tuesday, 31 August 2021 to provide further clarity on the Tendering and contract conditions for Stage 2 including the BPP – BPIC requirements that is applicable, as outlined in the Queensland Procurement Policy 2021.

Date: Tuesday, 31 August 2021

Time: 10.00am – 11.00am.

Location: 61 Mary Street, Brisbane City – Ground Floor, Conference Centre

Room: MG.01 Conference Room 1

Mode: Face to Face / Skype - Due to Covid-19 restrictions, social distancing requirements and the size of the conference room; physical attendees per joint venture was limited to 5 persons, with remainder joining on Skype

Attendees: TMR (including specialist advisors) – 21, Tenderers – 25

Please refer to *Attachment 2* of this document for the minutes of the Pre-Tender Briefing.

3.1.2. Pre-Lodgement conference

A Pre-Lodgement conference was held with the four (4) shortlisted Tenderers on Tuesday, 5 October 2021 to address and clarify several topics of ambiguity including a Tender submission / evaluation process overview and Provision for Traffic requirements, prior to Tender close.

Date: Tuesday, 5 October 2021

Time: 10.00am – 11.00am

Location: 313 Adelaide, Brisbane City – Floor 6

Room: 6.06 & 6.07

Mode: Face to Face / Skype - Due to Covid-19 restrictions, social distancing requirements and the size of the conference room; physical attendees per joint venture was limited to 5 persons, with remainder joining on Skype

Attendees: TMR (including specialist advisors) – 15, Tenderers – 24

Please refer to *Attachment 3* of this document for the minutes of the Pre-Lodgement Conference.

3.1.3. Register of Tenderer correspondence (Request for Information)

A total of 118 Request for Information (RFI) were received from the Tenderers during the Tender period and prior to the RFI cut-off date of Tuesday, 12 October 2021 at 1400hrs AEST.

Form C7502 (RFI) - Register of Tender Correspondence and full details and information in relation to the RFIs can be found in *Attachment 4* of this document.

3.1.4. Register of Notices to Tenderers

A total of 56 Notices to Tenderers (NTT) were issued by the Principal during the Tender period and prior to the NTT cut-off date of Tuesday, 19 October 2021 at 1400hrs AEST.

Form C7503 - Register of Notices to Tenderers and full details and information in relation to the NTTs can be found in *Attachment 5* of this document.

3.1.5. Register of Post-Tender Correspondence

A total of 25 post-tender correspondence (PTC-RFI) were issued by the Principal post-tender from close on Tuesday, 26 October 2021 at 1400hrs AEST and prior to recommendation of the Top-Ranked Tender to the Principal.

Form C7502 (PTC-RFI) - Register of post-tender correspondence and full details and information in relation to the PTC-RFIs can be found in *Attachment 6* of this document.

Note: As outlined in *Sections 3.1.5, 3.1.7 and 3.4.3.2* of this document, no further post-tender correspondence and Alternative Tender meeting in accordance with the TEP Addendum - *Section 3.1.2.2* with JH, was approved by the Project Director and the TAP has been directed not to seek further information in relation to JH's Alternative Tender including taking on any offer by the Tenderer to present their Alternative Tender proposal to TMR / TAP on 2 March 2022, please refer to *Attachment 24* of this document for further details.

Under post-tender correspondence PTC-RFI-025 sent to the Tenderers on 1 March 2022 for response by 16 March 2022, an extension to the Tender validity period for a further 120 days, from 25 March 2022 to 23 July 2022 was requested; two of the four Tenderers had advised of impacts to their Tender submissions with the extension request (JH in relation to its alternative Tender submission's price component only and GBJV in relation to its ULB Tender submission's price component and KRA provisional sum offer).

The TAP has not further responded / acknowledged the Tenderers' response in this regard as the communications process on this issue is to be deemed to be closed out and as such does not require further contact by the TAP with the Tenderer, as directed on 17 March 2022 (refer to *Attachment 24* of this document for further details). The issue of Tender validity will be carried forward by the Principal, who will engage with the relevant Tenderers at the appropriate time. The consideration and decision responsibility in relation to the impacts / conditions of Tender validity period extensions set by the Tenderer rests with the Principal and the TAP had not been authorised to proceed nor hold any delegations in this regard.

Please refer to the TAP's Dissenting Statements in *Section 11* of this document for further details.

3.1.6. Unusually Low Bid (ULB) meetings

In accordance with Clause 14e) of C7821 – Conditions of Tendering and TIPDS Vol 2, two (2) ULB meetings were held on *3 December 2021* with the Tenderers and independent third-party advisor – Fission as outlined below.

Please refer to *Attachment 7* of this document for the minutes of the ULB meetings and *Section 3.4.2* of this document for further details on the ULB evaluation and responses.

ULB Meeting No. 1 – BHB JV

Time: 9.45am to 10.45am

Location: Floor 15, 313 Adelaide Street, Brisbane

Room: 15.08

Mode: Face to face meeting / Skype

Attendees: TMR (including specialist advisors) – 8, BHB JV – 5

ULB Meeting No. 2 – GBJV

Time: 11.00am to 12.00pm

Location: Floor 15, 313 Adelaide Street, Brisbane

Room: 15.08

Mode: Face to face meeting / Skype

Attendees: TMR (including specialist advisors) – 8, GBJV – 6,

3.1.7. Alternative Tender meetings

In accordance with Clauses 10 and 32 of C7821 – Conditions of Tendering and TIPDS Vol 2, an Alternative Tender meeting was held on 9 December 2021 with BHB JV as outlined below:

Alternative Tender Meeting No. 1 – BHB JV

Time: 11.00am to 12.00pm

Location: Floor 15, 313 Adelaide Street, Brisbane

Room: 15.08

Mode: Face to face meeting / Skype

Attendees: TMR (including specialist advisors) – 8, BHB JV – 4

Please refer to *Attachment 8* of this document for the minutes of the meeting and *Section 3.4.2* of this document for details on the Alternative Tender evaluation and responses.

Note: As outlined in *Sections 3.1.5, 3.1.7 and 3.4.3.2* of this document, no further post-tender correspondence and Alternative Tender meeting in accordance with the TEP Addendum - *Section 3.1.2.2* with JH, was approved by the Project Director and the TAP has been directed not to seek further information in relation to JH's Alternative Tender including taking on any offer by the Tenderer to present their Alternative Tender proposal to TMR / TAP on 2 March 2022, please refer to *Attachment 24* of this document for further details.

3.2. Stage 2 – Record of Tenders submitted

At close of Tender on Tuesday, 26 October 2021 at 1400hrs AEST, four (4) main conforming Tenders and two (2) Alternative Tenders were received as outlined in *Table 5* of this document; sorted by the relative ranking of the submitted (Envelope Two) Tender price.

Please refer to *Attachment 6* of this document for the PTC-RFI Register and a copy of PTC-RFI-007 dated 22 November 2021, where this information was issued to the Stage 2 shortlisted Tenderers and *Attachment 9* of this document for the signed and completed Form C7817 - Details of Tenders Received.

No.	Tenderer	Tender price (\$) excl. GST	Tender price (\$) incl. GST	Appears Complying
1.	Bielby Hull Brady Joint Venture (BHB JV) - Stitched girders Alternative	\$148,955,467.27	\$163,851,014.00	Yes
2.	Georgiou BMD Joint Venture (GBJV)	\$149,208,876.74	\$164,129,764.41	Yes
3.	Bielby Hull Brady Joint Venture (BHB JV)	\$152,555,467.27	\$167,811,014.00	Yes
4.	John Holland Qld Pty Ltd (JH)	\$187,731,537.59	\$206,504,691.35	Yes
5.	Fulton Hogan BESIX Watpac Joint Venture (FHBWJV)	\$203,423,244.00	\$223,765,568.40	Yes
6.	John Holland Qld Pty Ltd (JH) - Two new bridges Alternative	\$209,275,010.00	\$230,202,511.00	Yes
Principal's P90 estimate		\$159,085,033.00	\$174,993,536.30	

Table 5 – Stage 2: Tenders received

3.3. Stage 2 – 30% Non-price assessment

The Non-price assessment for CN-13712 is undertaken using a Non-price Index, NPI, which is a weighted score calculated from the individual moderated scores for each Non-Price selection criteria that the TAP had allocated to each of the Tenders based on the quality of each of the submission.

Each of the Non-price selection criteria as outlined in *Attachment 10* was scored out of 10 by the individual TAP members in accordance with the scoring matrix in *Table 4* of this document and with advice from specialist subject matter experts as nominated in *Section 8* of this document. These were subsequently moderated by the TAP as a group, for consensus and then multiplied by the weighting of the individual Non-price selection criteria.

$$\text{Non-price Index, NPI} = \sum (\text{NPS} \times \text{NPW})$$

Where:

- ◆ NPI = Non-price Index
- ◆ NPS = Moderated score for the individual Non-price selection criteria
- ◆ NPW = Weighting (%) of the individual Non-price selection criteria
- ◆ $\sum$ = Sum of all (NPS x NPW)

Table 6 of this document, summarises the TAP moderated scores of the individual Non-price selection criteria for each Tenderer with a relative ranking of the Envelope One submissions.

Section 3.3.1 of this document outlines brief comments on the relative quality of these Envelope One Non-price selection criteria submissions.

Non-price Selection Criteria	Weighting / Page limit	Tenderer / Moderated scores			
		BHBJV	FHBWJV	GBJV	JH
KRA 1 - Quality Jobs (incl. BPIC)	8% / 10 x A4	3	6	4	5
KRA 2 - Safe Workplaces	6% / 5 x A4	6	7	5	8
KRA 3 - Local supply chains and manufacturing	4% / 3 x A4	7	7	5	8
KRA 4 – Sustainability	4% / 3 x A4	5	7	6	8
KRA 5 - Project Delivery Optimisation	8% / 10 x A4	5	6	6	7
Non-price Index (NPI)	30%	1.48	1.94	1.54	2.08
Relative Ranking		4	2	3	1

Table 6 – Stage 2: Non-price assessment, Non-price Index

3.3.1. Non-price assessment commentary

The following section summarises (in alphabetical order) the relative quality of these Envelope One Non-price selection criteria submissions from the Tenderers. Please refer to *Attachment 11* of this document for full details and commentary of the TAP's Non-price assessment scoring and *Attachment 22* for the agreement of the TAP for the score moderation as captured in the TAP meeting minutes.

3.3.1.1. Bielby Hull Brady Joint Venture (BHBJV)

- BHBJV's submission is largely generic in nature, with most responses lacking in any specifics and are typically along the lines of "we have done it before on a previous project, trust us, we will do it again" without outlining exactly how, in relation to systems / processes, targets / learnings and/or any real tangible commitment and did not present well.
- BHBJV did not provide any real commitment to the BPP and BPIC initiatives, with responses coming across as having a "do the bare minimum" approach with no mitigation for policy tension.
- BHBJV does however has a strong commitment and track record for self-performing the bulk of the Works under the Contract and the JV through its partners and linked companies have the added benefit of already owning a significant amount of plant required to construct the project.
- Project work examples were leveraged heavily off the Ipswich Mwy, Rocklea to Darra project, which whilst relevant from a geographical and fiscal value of works point of view; technically, scope of works, delivery model and contractual model was significantly different. BHBJV could have used other more relevant recent work examples which the TAP is aware of.
- The continued re-using of the same examples from the Ipswich Mwy, Rocklea to Darra project further indicated a lack of effort in this regard, as is evident by the overall poor-quality submission from the Tenderer. BHBJV had also exceeded the page limit for its KRA 1 and 5 responses.
- This is further reinforced by the Tenderer, who acknowledged at the ULB meeting on 3 December 2021, that their main strategy for the Tender is to price for the Contract Works aggressively.

3.3.1.2. Fulton Hogan BESIX Watpac Joint Venture (FHBWJV)

- FHBWJV's submission was well received and thought-out in terms overall planning, temporary works design and/or investigations undertaken for the construction of the project, with a good range of project examples covering local movement and TMR projects of similar complexity, technical requirements and/or fiscal value.
- However, there are concerns in relation to the technical viability of FHBWJV's proposed truss and crane system construction methodology which would be supported by and affixed to the existing bridge sub-structure which at present is in a poor condition state.
- FHBWJV's individual partners recent experience on TMR and non-TMR projects in relation to BPP and BPIC was evident and its responses in relation to this was the best of all the Tenderers
- However, FHBWJV's supply chain strategy for the project relies heavily off the sub-contractor market as opposed to self-delivery which presents a level of risk in the current heated market competing against a backdrop of limited materials and resources.
- Steel materials for the proposed truss and crane system would also be procured from Vietnam which then presents further quality assurance and delivery time-frame risks and is not totally in sync with the Governments "Buy Local" policy as outlined in BPP.

3.3.1.3. Georgiou BMD Joint Venture (GBJV)

- GBJV's submission was generic in nature and most responses are lacking in any specifics and did not present well to promote confidence in its offerings. It also did not provide sufficient details / commentary on its construction methodology with its rail truss and crane system as part of its response to KRA 2, which asks for this specifically through a safety lens.
- GBJV does however has a very strong commitment and track record for self-performance of works under the Contract.
- GBJV also did not provide any real commitment to BPP and BPIC initiatives that the Queensland Government and TMR is pursuing and whilst it had articulated an uplift payment proposal to increases the wages of the employees in line with BPIC, this is however as a provisional sum offer in Envelope Three with no real details on how this could be achieved and self-commitment.
- Project work examples leveraged heavily off the Centenary Mwy, Sumners Road Interchange Upgrade project, which whilst relevant from a geographical and traffic volume point of view; technically in terms of works over a waterway, scope of works and fiscal value was very different.

3.3.1.4. John Holland Qld Pty Ltd (JH)

- JH's submission is the standout of the Tenders received and was the most comprehensive that illustrated the most planning, temporary works design and/or investigations undertaken for the construction of the project.
- However, JH's delivery model relies heavily off the sub-contractor market as opposed to self-delivery which presents a level of risk in the current heated market for materials and resources.
- JH Tender response leveraged significantly off the Batesman Bay Bridge project over the Clyde River in NSW South Coast for TfNSW and is proposing to use a significant number of resources / plants / personnel, construction methodology and learnings directly from that project towards the Centenary Bridge Upgrade project.
- JH however did not have many other relevant and recent TMR / Queensland work examples being out of the local construction market for some time and whilst there were many similarities with the Batesman Bay Bridge Project; there are some reservations in relation to the associated traffic, political and stakeholder environment and contract and delivery model.

3.4. Stage 2 – 70% Price assessment

The price assessment for CN-13712 is undertaken through the use of a Price Score, PS and a Price Index, PI, which is a weighted score calculated from the adjusted Tendered price.

$$\text{Price Score, PS} = 10 - 10 \times \text{ABS}(\text{PT} - \text{PTh}) / \text{PTh}$$

Where:

- ◆ PS = Price Score of the Tender
- ◆ PT = Adjusted Tender price
- ◆ PTh = Threshold price is the price of the lowest conforming Tender (PS of the lowest conforming Tender = 10)
- ◆ ABS = Absolute value

$$\text{Price Index, PI} = \text{PS} \times \text{A\%}/100$$

Where:

- ◆ PI = Price Index
- ◆ PS = Price Score
- ◆ A% = Weighting for the price assessment

The Tenderers priced 614 pay items over four (4) work packages as part of Envelope Two that is summarised in *Table 7* of this document:

- Work Package A - Civil works,
- Work Package B - New bridge works,
- Work Package C - Existing bridge works, and
- Work Package D - Sinnamon Road intersection.

Note: For John Holland's Alternative Tender proposal of two (2) new bridges, it includes a separate Package E for additional design costs.

Tenderer	Package A – Civil	Package B – New bridge	Package C – Existing bridge	Package D – Sinnamon Road	Package E – Design	Total (Excluding GST)	Total (Including GST)
BHBJV Alternative	\$39,224,282.30	\$63,390,623.29	\$45,946,614.78	\$393,946.90	-	\$148,955,467.27	\$163,851,014.00
GBJV	\$50,685,496.18	\$55,337,516.90	\$42,567,686.05	\$618,177.61	-	\$149,208,876.74	\$164,129,764.41
BHBJV	\$39,224,282.30	\$66,990,623.29	\$45,946,614.78	\$393,946.90	-	\$152,555,467.27	\$167,811,014.00
JH	\$55,470,460.01	\$73,472,654.75	\$58,279,144.81	\$509,278.02	-	\$187,731,537.59	\$206,504,691.35
FHBWJV	\$48,325,624.27	\$96,568,521.58	\$58,048,926.68	\$480,171.48	-	\$203,423,244.00	\$223,765,568.40
JH Alternative	\$55,469,900.69	\$64,644,045.48	\$80,753,162.20	\$509,278.02	\$7,898,623.61	\$209,275,010.00	\$230,202,511.00
Principal's P90 estimate	\$40,046,230.00	\$56,650,360.00	\$62,388,443.00	Work Package D Sinnamon Road works not included separately)	-	\$159,085,033.00	\$ 174,993,536.30

Table 7 – Stage 2: Tender prices breakdown by work packages

3.4.1. Dealing with non-compliances and discrepancies

A full comprehensive compliance, conformance review of the Tender submissions was completed by the TAP as part of the Tender evaluation process in accordance with TIPDS Vol. 2. The following outlines the findings of the review endeavour:

- Tender compliance – against all the requirements of the C7821 - Conditions of Tendering, refer to *Section 3.4.1.1* of this document for further details, and
- Tender discrepancy – as prescribed under Section 7.3.5 of TIPDS Vol. 2, refer to *Section 3.4.1.2* and *Section 3.4.1.3* of this document for further details.

Note: All analysis and reviews as summarised in this TAR are based on the original Tender submissions received on 26 October 2021, that has a Tender validity period of 150 days and are due to lapse on 25 March 2022. Please refer to the TAP's Dissenting Statements in *Section 11* of this document for further details.

3.4.1.1. Non-Compliances

In accordance with Clause 29.5 of C7821 – Conditions of Tendering and Section 7.3.3 of TIPDS Vol. 2, the following one (1) discrepancy with the submitted Tender schedules was noted and closed out by the TAP as outlined in *Table 8* of this document:

- One (1) – Non-fatal, C06: Tender does not include full Schedule of Rates (if S/R Contract) or Tender price if (L/S Contract) or Tender Program.

No.	Tenderer	Reference / Rating	Description of Non-Compliance	Action Taken
1.	FHBWJV	CO6 / Non-Fatal	Tender does not include Tender Schedule M4 – Tender Program	PTC-RFI-008, 24/11/2021. Requested and provided by Tenderer the next working day

Table 8 – Stage 2: Tender Non-compliances

3.4.1.2. Discrepancies

In accordance with Clause 13.2 of C7821 – Conditions of Tendering and Section 7.3.5 of TIPDS Vol. 2, the following 15 discrepancies were noted and actioned by the TAP:

- Seven (7) – Non-fatal, D02: Extended amount in Schedule of Rates contracts and/or summation of them is in error.
 - Summation errors, and
 - Rounding errors as a result of using rates / amounts with more than two (2) decimal places
- Six (6) – Non-fatal, D03 - Amounts / rates omitted in schedule of prices and/or Schedule of Rates.
 - Unit rates and amounts in the Tender schedules were omitted, and
 - Unit rate was omitted but amount was provided in the Tender schedules.
- One (1) – Non-fatal, D04 - Other information omitted in the Tender form/schedules not directly related to the Tender price but considered significant,
- One (1) – Fatal, D11: Insufficient information to assess Alternative Tender (including design details)

All 14 of the Non-fatal discrepancies are fully resolved and closed out by the TAP with details of the discrepancies and action taken as outlined in *Table 9* of this document. Action taken and recommendation for the one (1) fatal discrepancy is further discussed in more detail in *Section 3.4.2* of this document.

No	Tenderer	Reference / Rating	Description of Discrepancy	Action Taken
1.	BHB JV Alternative	D02 / Non-Fatal	Multiple summation / rounding errors in Tender Schedule M1 – Schedule of Rates	Adjusted Tendered price, + \$2.10 (Excluding GST)
2.		D03 / Non-Fatal	Three (3) rates in Tender Schedule M1 – Schedule of Rates omitted	PTC-RFI-019, 9/12/2021 – Tenderer confirmed inclusion for payment in other schedule items
3.		D04 / Non-Fatal	Incomplete Tender Schedule D3 submitted – omitted critical designer's related information	PTC-RFI-023, 15/12/2021 – Missing information furnished at TMR's request
4.		D11 / Fatal	Insufficient information to assess Alternative Tender (including design details).	PTC-RFI-010, 9/12/2021. Refer to Section 3.4.2 of this document for further details
5.	GB JV	D02 / Non-Fatal	Multiple summation / rounding errors in Tender Schedule M1 – Schedule of Rates	Adjusted Tendered price, + \$0.10 (Excluding GST)
6.		D03 / Non-Fatal	One rate (1) in Tender Schedule M1 – Schedule of Rates was omitted, with amount provided	Rate was determined mathematically by division of amount by quantity
7.		D03 / Non-Fatal	15 rates in Tender Schedule M1 – Schedule of Rates omitted	PTC-RFI-021, 13/2/2021 Tenderer confirmed inclusion for payment in other schedule items
8.	BHB JV	D02 / Non-Fatal	Multiple summation / rounding errors in Tender Schedule M1 – Schedule of Rates	Adjusted Tendered price, + \$2.10 (Excluding GST)
9.		D03 / Non-Fatal	Three (3) rates in Tender Schedule M1 – Schedule of Rates omitted	PTC-RFI-019, 9/12/2021 – Tenderer confirmed inclusion for payment in other schedule items
10.	JH	D02 / Non-Fatal	Multiple summation / rounding errors in Tender Schedule M1 – Schedule of Rates:	Adjusted Tendered price, - \$122.19 (Excluding GST)
11.		D03 / Non-Fatal	16 rates in Tender Schedule M1 – Schedule of Rates omitted	PTC-RFI-022, 13/12/2021 Tenderer confirmed inclusion for payment in other schedule items
12.	FHBW JV	D02 / Non-Fatal	Summation error in Tender Schedule M – Schedule Summary	Adjusted Tendered price, + \$0.01 (Excluding GST)
13.		D02 / Non-Fatal	Multiple summation / rounding errors in Tender Schedule M1 – Schedule of Rates	Adjusted Tendered price, + \$0.08 (Excluding GST)
14.		D03 / Non-Fatal	29 rates in Tender Schedule M1 – Schedule of Rates omitted	PTC-RFI-020, 13/12/2021 Tenderer confirmed inclusion for payment in another schedule item
15.	JH Alternative	D02 / Non-Fatal	Multiple summation / rounding errors in Tender Schedule M1, – Schedule of Rates	Adjusted Tendered price, + \$0.78 (Excluding GST)

Table 9 – Stage 2: Tender schedules discrepancies

3.4.1.3. Adjustment of Tender prices - Discrepancies

Further to the full comprehensive compliance, conformance review of the Tender submissions, the resulting Tender prices adjustment are as outlined in *Table 10* of this document. A signed and completed Form C7504 - Adjustments for Discrepancy, Conditions and Assumptions can be found in *Attachment 12* of this document.

No.	Tenderer	Tender price (\$), excl GST	Adjusted Tender price (\$), excl GST	Adjusted Tender price (\$), incl GST
1.	BHB JV Alternative	\$148,955,467.27	\$148,955,469.37	\$163,851,016.31
		Difference	+ \$2.10	+ \$2.31
2.	GB JV	\$149,208,876.74	\$149,208,876.84	\$164,129,764.52
		Difference	+ \$0.10	+ \$0.11
3.	BHB JV	\$152,555,467.27	\$152,555,469.37	\$167,811,016.31
		Difference	+ \$2.10	+ \$2.31
4.	JH	\$187,731,537.59	\$187,731,415.40	\$206,504,556.94
		Difference	- \$122.19	- \$134.41
5.	FHBW JV	\$203,423,244.00	\$203,423,244.09	\$223,765,568.50
		Difference	+ \$0.09	+ \$0.10
6.	JH Alternative	\$209,275,010.00	\$209,275,010.78	\$230,202,511.86
		Difference	+ \$0.78	+ \$0.86

Table 10 – Stage 2: Adjusted Tender prices

3.4.2. Unusually Low Bids (ULB)

ULB - Median price and Unusually Low Bids determination

In accordance with Item 7B of C7822 - Conditions of Tendering Annexure and TIPDS Vol 2, Unusually Low Bid provisions will apply when the adjusted Tender price is 10% or more below the median Tender price. *Table 11* of this document outlines the calculated median Tender price for CN-13712, where two (2) Tender submissions (GB JV and BHB JV) are noted to be within this threshold and have subsequently been deemed to be ULBs.

GB JV's and BHB JV's main Tender are therefore precluded from being further shortlisted as Tenders in Contention until such time they can provide reasonable justification for its ULB.

Tenderer	Adjusted Tender price, excl GST	Median Tender price, excl GST	Difference below Median price	Percentage below Median price
GB JV	\$ 149,208,876.84	\$170,143,442.39	\$ 20,934,565.55	12.30%
BHB JV	\$ 152,555,469.37		\$ 17,587,973.02	10.34%
JH	\$ 187,731,415.40			
FHBW JV	\$ 203,423,244.09			

Table 11 – Stage 2: Median price and Unusually Low Bids

Accordingly, as prescribed under TIPDS Vol. 2, GBJV (PTC-RFI-002) and BHB JV (PTC-RFI-003) were notified that their main Tender has been deemed to be an ULB on 8 November 2021 and asked to make a submission to the Principal by 15 November 2021, as to why the unusually low bid should be considered further. The Tenderers were requested to ensure their submission addresses only the following factors:

- materials cost advantage
- process cost advantage
- innovation advantage, and
- genuine commercial advantage.

In addition to the written submission, the TAP convened separate ULB meetings for each Tenderer to explain their rationale behind the above four factors as outlined in *Section 3.1.6* of this document.

ULB - Independent third-party assessor

An independent third-party – Fission was engaged to act as an assessor / surveyor for measurement and valuation purposes and would dissect the ULB offers including the ULB responses from the Tenderers addressing the relative advantages offered. Fission also attended the ULB meetings with the TAP and the Tenderers on 3 December 2021 as outlined in *Section 3.1.6* of this document. Fission's independent assessment and recommendations by Tenderers are further discussed and summarised in Sections 3.4.2.1 (GBJV) and 3.4.2.2 (BHB JV), with a copy of the final ULBs assessment report included in *Attachment 13* of this document.

ULB - Assessment methodology

For its review, Fission relied on the information provided by the Tenderers including the original ULB Tenderer's Tender schedules and any additional supplementary information provided in the PTC-RFI ULB related responses and the ULB meeting presentation package.

As outlined in its ULB assessment report, Fission then made recommendations to the TAP as to whether the ULBs as presented still represents the best value for money whilst taking into consideration the following risks:

- the likely additional whole of project costs to the department in accepting the ULB
- increased contract administration costs
- increased claims and dispute resolution costs
- increased risk transferred to Transport and Main Roads, and
- other costs to mitigate risks that may be associated with the ULB

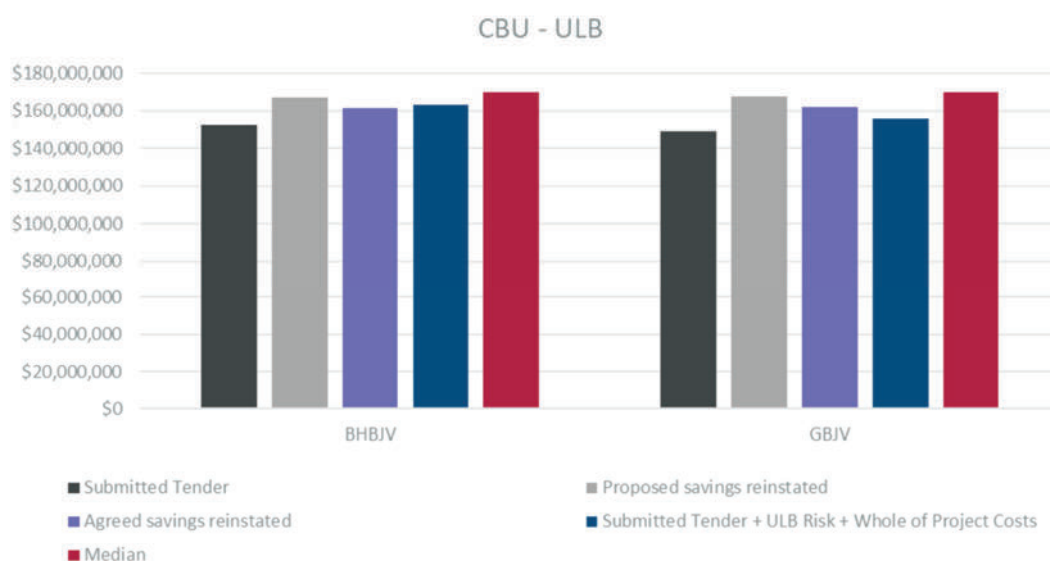


Figure 2 – Stage 2: Unusually Low Bids breakdown

For the review of the original ULB Tenderers' Tender schedules and submitted Tender rates, Fission identified unit rates that appear greater than either +/- 20% than the expected for works of this nature and with a focus on small quantities with scope for order of magnitude increases. Pricing strategies of the Tenderers were also explored with the rates reviewed at a direct costs level by removing a notional 30% (20% Overheads and 10% margin) to reduce the uncertainty introduced by the indirect spread of the job costs. These reviews by Fissions then necessitated in further checks and a subsequent revision of the Tender schedule quantities for the following items by the project designer AECOM as summarised in *Table 12* of this document.

Note: Fission did not make any further price adjustment to the ULB submissions as a result of these changes, with the TAP to address it directly with the Tenderers as required. The TAP was subsequently directed by the Project Director to treat these changes as per normal Contract variations in future, as they did not present as having a significant impact on the relative pricing and would instead be dealt with post Contract Award along with the other variations with the amendments to the project's Issued for Construction plans on 3 March 2022, please refer to *Attachment 24* of this document for further details.

All analysis and reviews as summarised in this TAR are based on the original Tender submission prices received on 26 October 2021, that has a Tender validity period of 150 days and due to lapse on 25 March 2022. Under post-tender correspondence PTC-RFI-025 sent to the Tenderers on 1 March 2022 for response by 16 March 2022, an extension to the Tender validity period for a further 120 days, from 25 March 2022 to 23 July 2022 was requested.

In its response to the extension request, GBJV had advised of impacts to the price component of its ULB Tender submission, with a price increase of **\$2,984,178** to its ULB Tender's price from \$149,208,877 to \$152,193,055 (excluding GST) and its KRA provisional sum offer as a result of:

- availability / resourcing impacts with the delay to Contract Award,
- supply chain impacts with the delay to Contract Award, and
- construction program impacts and risks with the delay to Contract Award.

In line with the advice the TAP had received on 17 and 21 March 2022 in relation to this procurement / Tender selection process (refer to *Attachment 24* of this document) and with consideration of the Tender assessment processes that remain, specifically the Interactive Process (in relation to the KRA provisional sum offer); further analysis of the condition/s as nominated by JH have not been further considered by the TAP.

The TAP has also not further responded / acknowledged the Tenderers' response in this regard as the communications process on this issue is to be deemed to be closed out and as such does not require further contact by the TAP with the Tenderers, as directed on 17 March 2022 (refer to *Attachment 24* of this document for further details). The issue of Tender validity will be carried forward by the Principal, who will engage with the relevant Tenderers at the appropriate time. The consideration and decision responsibility in relation to the impacts / conditions of Tender validity period extensions set by the Tenderer rests with the Principal and the TAP had not been authorised to proceed nor hold any delegations in this regard.

Please refer to the TAP's Dissenting Statements in *Section 11* of this document for further details.

Item	Description / unit of measure	Qty				Limits of Accuracy
		Tender	Corrected	Difference	% change	
32101.01	Excavation, all materials, m ³	37450	39285	1835	+5%	+/- 20%
32201.01	Embankment, m ³	32621	9052	-23569	-72%	+/- 20%

Table 12 – Stage 2: ULB Quantity checks and revisions

3.4.2.1. ULB - Georgiou BMD Joint Venture (GBJV)

ULB - Previous history (GBJV)

As outlined by TMR's Prequalification and Contracts team's review of the TMR's ULB register that is outlined in *Attachment 14* of this document, the TAP noted that there is no previous ULB history from GBJV as it is newly formed for CN-13712.

Previous ULB history from GBJV's individual joint venture partners indicated no recent adverse performance history on ULB related Tenders, with the TAP further noting BMD's first ULB related contract (2015-2017) had ended with a major dispute that resulted in the budget being significantly exceeded and the program running many months over time. In that instance, several dispute resolution / expert determination processes were attempted, original contract amount was around \$22 million, and the final amount paid was around \$45 million. BMD had cited major design changes for the overrun and CA / TMR had considered that it was due to BMD under-pricing that project and then having problems due to poor management.

ULB – Tenderer response (GBJV)

As part of its ULB responses to PTC-RFI-002 and PTC-RFI-016 that can be found in *Attachment 6* of this document and the ULB meeting as outlined in *Section 3.1.6* of this document; GBJV identified a total cost advantage of \$18,536,000 as summarised in *Table 13* of this document.

The total cost advantage as nominated by GBJV if substantiated, would bring GBJV's Tendered price above the ULB threshold and within 1% of the Median Tender Price.

ULB - Independent third-party's assessment (GBJV)

ULB- Cost advantage (GBJV)

As outlined in *Table 13* of this document, the cost advantage as outlined by GBJV of approximately \$18.5 million, results in an un-optimised Tender amount / value of approximately \$167.7 million, that is 1% below the theoretical median. However as assessed by Fission, the cost advantage drops to approximately \$12.9 million, which results in an un-optimised Tender amount / value of approximately \$162.2 million, that is 5% below the theoretical median and would not trigger the ULB process in this instance.

Cost advantage categories	Cost advantage amount, \$	
	Proposed	Assessed
Material cost advantages	\$5,606,000	\$2,620,000
Process cost advantages	\$9,835,000	\$8,470,000
Innovation advantages	\$600,000	\$600,000
Commercial advantages	\$2,495,000	\$1,257,000
Total cost advantage	\$18,536,000	\$12,947,000
Total construction value	\$167,744,877	\$162,155,877
Variance to median price	- 1%	-5%

Table 13 – Stage 2: GBJV's ULB Cost advantages as assessed

ULB – Risks and additional Principal's cost adjustments (GBJV)

Table 14 of this document outlines the valuation of the retained risks inherent in the GBJV's proposed construction methodology and the anticipated additional Principal's cost associated with the selection of GBJV's ULB.

Risk description	Assessed Amount, \$
On-site casting yard approval not obtained. Requiring transportation of girders from back-up casting yard to site (identified cost advantage)	\$3,200,000
Additional traffic management associated with casting yard at an average rate of \$1500/day for 12 months	\$528,000
Allowance for additional site office accommodation and laydown area with all available room on site used for the casting yard	\$500,000
Removal methodology for temporary gantry piles not fully articulated including need for remobilisations, barge and crane combinations, diving and associated waterway and environmental approvals requirements	\$1,500,000
Variable quantities subject to high rates, additional 25% increase in quantity: 70509.01 – Excavations below toe of liners	\$34,174
Total Tenderer's retained risks	\$5,762,174
Approval process for the on-site casting yard, estimated 4 x TMR resources for 3 months to provide input and facilitate approvals process	\$422,400
Additional TMR resource for attendance at on-site casting yard for quality assurance and surveillance requirements, estimated to be 2 x Inspectors for 6 days / week, 4 hours / day for 12 months at \$200/hr	\$115,200
Additional Dispute Resolution Board members' cost, estimated for 2 x 4 hours/month + 2 x 80 hours x 3 issues at \$300/hr at 50/50 split with Contractor	\$129,600
Total additional Principal's cost	\$667,200
Total construction cost with retained risks and additional Principal's cost	\$155,638,251

Table 14 – Stage 2: GBJV's ULB - Independent third-party assessor's adjustments

ULB - Construction Program risks (GBJV)

- ULB - On-site casting yard (GBJV)
Fission noted GBJV's proposed overall construction program is of a similar duration to the other two (2) non-ULB Tender submissions. However, with the added requirement to set up an on-site casting yard for the manufacture of the pre-cast girders, GBJV is required to accommodate within its current works program, the approval and subsequent set up of such a facility. GBJV has confirmed they have allowed for nine (9) months to work through the approvals process and another three (3) months for setup of the casting yard before the first girder is required to be manufactured. This proposed timeframe is based on the JV's partner's own experience of undertaking a similar operation in Western Australia and GBJV has also engaged the services of a precast concrete specialist with TMR experience to further assist with the requirements.

Representatives from TMR's E&T (Concrete Materials) team has also indicated that the nine (9) months duration proposed is a reasonable provision for the construction of such an on-site casting yard including the associated quality assurance and procedural approvals required, provided the yard is set up within the bounds of the project site. If the casting yard is required to be setup outside the project site, the contractor will need to manage the approvals required by other authorities. Fission however, further noted that the proposed 9-month approval duration has not been specifically included as a line item in GBJV's construction program as submitted, but instead is tied to the timeline for when the pre-cast girders are first required to be installed.

- **ULB - Utilisation of a gantry crane system for construction (GBJV)**
The methodology of utilising a gantry system by GBJV for the construction of the piers and superstructure of the northbound bridge, demolition of the existing and subsequent construction of the new southbound bridge have resulted in a similar program duration for these tasks to the other two (2) non-ULB submissions.

However, the clear advantage of this methodology lies in the potential reduction of adverse impacts from the effects of weather (wind, rain and floods) and river conditions (Wivenhoe dam operational releases / king tides) on the planned works.

ULB – TAP's recommendation (GBJV)

Fission confirmed confidence in some of the GBJV's nominated cost advantage areas but noted consideration and caution against others as outlined in the ULB assessment report included in *Attachment 13* of this document.

The TAP further noted that even with the risk adjustments included as outlined in *Table 14* of this document, the adjusted Tender price is still approximately \$32 million lower than the next non-ULB conforming Tender as outlined in *Table 10* of this document which further reinforced the Value for Money attributes of this particular offer.

On the balance of the available information, GBJV's ULB response / submission, GBJV's and individual joint venture partners' previous ULB history with TMR and the independent third-party assessment report's recommendation; the TAP is suitably satisfied that GBJV's main Tender is legitimate and is reasonable and therefore recommends for it to be considered for further evaluation and not be excluded from contention under this procurement process.

The TAP's recommendation is supported by the Prequalification and Contracts team as outlined in *Attachment 14* of this document, is endorsed by the Deputy Regional Director (Metropolitan) and Regional Director (Metropolitan) and is approved by the Executive Director (Program Management and Delivery) on 24 March 2022, as the Principal's Delegate as outlined in *Attachment 15* of this document.

3.4.2.2. ULB - Bielby Hull Brady Joint Venture (BHBJV)

ULB - Previous history (BHBJV)

As outlined by TMR's Prequalification and Contracts Unit's review of TMR's ULB register as captured in *Attachment 14* of this document, the TAP noted there is no previous ULB history from BHBJV as it is newly formed for CN-13712 and there is no previous ULB history from any of BHBJV's individual joint venture partners either.

ULB – Tenderer response (BHBJV)

As part of its ULB responses to PTC-RFI-003 and PTC-RFI-015 that can be found in *Attachment 6* of this document and the ULB meeting as outlined in *Section 3.1.6* of this document; BHBJV identified a total cost advantage of \$14,812,000 as summarised in *Table 15* of this document.

The total cost advantage as nominated by BHBJV if substantiated, would bring BHBJV's Tendered price above the ULB threshold and within 2% of the Median Tender Price.

ULB - Independent third-party's assessment (BHB JV)**ULB - Cost advantage (BHB JV)**

As outlined in *Table 15* of this document, the cost advantage as outlined by BHB JV of approximately \$14.8 million, results in an un-optimised Tender amount / value of approximately \$167.3 million, that is 2% below the theoretical median. However as assessed by Fission, the cost advantage drops to approximately \$8.8 million, which results in an un-optimised Tender amount of approximately \$161.4 million, that is 5% below the theoretical median and would not trigger the ULB process in this instance.

Cost advantage categories	Cost advantage amount, \$	
	Proposed	Assessed
Material cost advantages	\$492,000	\$171,000
Process cost advantages	\$1,790,000	\$1,790,000
Innovation advantages	\$1,120,000	\$1,120,000
Commercial advantages	\$11,410,000	\$5,755,000
Total cost advantage	\$14,812,000	\$8,836,000
Total construction value	\$167,369,469	\$161,391,469
Variance to median price	- 2%	-5%

Table 15 – Stage 2: BHB JV's ULB Cost advantages as assessed

ULB - Risks and additional Principal's cost adjustments (BHB JV)

Table 16 of this document outlines the valuation of the retained risks inherent in the BHB JV's proposed construction methodology and the anticipated additional Principal's cost associated with the selection of BHB JV's ULB.

Description	Assessed Amount, \$
Program duration risk of four (4) additional months of construction overheads, construction recurring costs and additional Principal's costs	\$5,397,540
Additional traffic management and staging costs for southbound off-ramp to Sinnamon Road inclusive of temporary pavement works, traffic management measures for up to 17 months and any temporary maintenance requirements	\$2,000,000
Variable quantities subject to high rates, additional 1000m ³ increase in quantity: 22108.01 – Excavations for PUP	\$682,240
Variable quantities subject to high rates, additional 500m ³ increase in quantity: 20238.01P – Management of contaminated sites	\$733,110
Total Tenderer's retained risks	\$8,812,890
Approval process for the temporary gantry to assist girder lifts, estimated 2 x TMR resources for 3 months to provide input and facilitate approvals process	\$211,200
Additional Dispute Resolution Board members' cost, estimated for 2 x 4 hours/month + 2 x 80 hours x 3 issues at \$300/hr at 50/50 split with Contractor	\$129,600
Total additional Principal's cost	\$340,800
Total construction cost with retained risks and additional Principal's cost	\$161,709,159

Table 16 – Stage 2: BHB JV's ULB - Independent third-party assessor's adjustments

ULB - Construction Program risks (BHB JV)

- **ULB - Concurrent barge mounted operations (BHB JV)**
BHB JV's proposed overall construction program has the shortest duration amongst the four (4) Shortlisted Tenderers, with both the construction durations for the northbound bridge and the southbound bridge, again the shortest amongst the four (4) Shortlisted Tenderers. This is largely attributed to BHB JV's proposal to run a number of the barge mounted operations concurrently. Fission noted that while this concurrent workflow may well be possible, the greater the number of concurrent activities that occur in parallel (in particular marine based tasks), the greater the risk of adverse impacts resulting in program delays and inefficiencies as a result of external conditions including supply chain impacts and the effects of weather (wind, rain and floods) and river conditions (Wivenhoe dam operational releases / king tides) on the planned works.

Fission provided a risk adjustment that added an additional four (4) months to the BHB JV works program to account for these marine works. As a result, BHB JV's overall marine works duration now aligns with the other Tenderers using similar construction methodologies.

- **ULB - Traffic staging and southbound ("DFO") off-ramp closure (BHB JV)**
Review of the traffic staging plans submitted by BHB JV as part of the Tender submission indicated that BHB JV was not intending to keep the southbound off-ramp open for the entire duration of the construction period which is inconsistent with the requirements of MRTS02.1 - Traffic Provisions Annexure. After being queried as part of PTC-RFI-011, BHB JV in its response confirmed that the ramp would now be maintained at no additional traffic management costs to TMR.

On the basis of BHB JV's response to PTC-RFI-011, such additional traffic management costs remain the responsibility of BHB JV, however there is still a remanent risk that they will seek to recoup these costs and associated costs in relation to potential productivity loss and program delays through other mechanisms.

ULB – TAP's recommendation (BHB JV)

Fission confirmed confidence in some of the BHB JV's nominated cost advantage areas but noted consideration and caution against others as outlined in the ULB assessment report included in *Attachment 13* of this document.

The TAP further noted that even with the risk adjustments included as outlined in *Table 16* of this document, the adjusted Tender price is still approximately \$27 million lower than the next non-ULB conforming Tender as outlined in *Table 10* of this document which further reinforced the Value for Money attributes of this particular offer.

On the balance of the available information, BHB JV's ULB response / submission, BHB JV's and individual joint venture partners' previous ULB history with TMR and the independent third-party assessment report's recommendation; the TAP is suitably satisfied that BHB JV's main Tender is legitimate and is reasonable and therefore recommends for it to be considered for further evaluation and not be excluded from contention under this procurement process.

The TAP's recommendation is supported by the Prequalification and Contracts team as outlined in *Attachment 14* of this document, is endorsed by the Deputy Regional Director (Metropolitan) and Regional Director (Metropolitan) and is approved by the Executive Director (Program Management and Delivery) on 24 March 2022, as the Principal's Delegate as outlined in *Attachment 15* of this document.

3.4.3. Alternative Tenders

As outlined in *Table 17* of this document, two (2) Alternative Tenders were received under the CN-13712, Stage 2: Request for Tenders process.

No	Tenderer	Adjusted Tender price (\$ excl. GST)	Adjusted Tender price (\$ incl. GST)	Comments
1.	BHBJV	\$148,955,469.37	\$163,851,016.31	Stitched girders Alternative
2.	JH	\$209,275,010.78	\$230,202,511.86	Two new bridges Alternative
Principal's P90 estimate		\$159,085,033.00	\$174,993,536.30	

Table 17 – Stage 2: Alternative Tenders received

In addition to the compliance and conformance review of the conforming Tender submissions as outlined in *Section 3.4.1* of this document; a further review of the Alternative Tenders against any non-compliances, discrepancies, conditions or assumptions, departures, schedules / different contract procedures, design or specifications and/or amendments was undertaken by the TAP with the assistance of several specialist advisors.

The Alternative Tender review is undertaken in accordance with the clauses and conditions as outlined in:

- C7821 – Conditions of Tendering,
- C7822 - Conditions of Tendering Annexure, and
- TIPDS Vol. 2.

A checklist for the Alternative Tender review is as summarised in *Table 18* of this document with the full findings and recommendations as outlined in:

- *Section 3.4.3.1 for BHBJV*, and
- *Section 3.4.2.2 for JH* of this document.

No	Alternative Tender assessment criteria / principles	Comment	
		BHBJV	JH
1.	Must accompany a conforming Tender	Yes	Yes
2.	For the whole of the Works under the Contract	Yes	Yes
	Comply with the project scope, objectives and usability as min. requirement	Yes	Yes
	Change to project outcomes against original objectives	No	Yes*
	Project outcomes achieved including the required asset	Yes	Yes*
	Impacts (short/long term) of innovative / copyrighted feature	Yes *	Yes *
	Impacts on any plans for future projects / staging	No	Yes *
	Opportunities	Yes*	Yes*
	Advantages / additional benefits	Yes*	Yes*
	Disadvantages	Yes*	Yes*
	3.	Meet the quality requirements	No*
4.	Delivery within the required timeframe	Yes	No*
5.	Compliance to MRTS02 - Provision for Traffic	Yes	Yes
	Active transport path shall be provided at all times	Yes	Yes
6.	Comply with Maritime Safety Queensland requirements	Yes	Yes *
7.	Must contain Tender Schedule D1	Yes	Yes
	Shall provide a lump sum price for the Works	Yes	Yes
	Cost impact (Construction)	Yes*	Yes*
	Cost impact (Defined life cycle)	Yes*	Yes*
	Overall 'Value for Money'	Yes	Yes
	Negated need for principal supplied materials and acknowledgement that no credit will be received for the value of these Materials not utilised	N/A	N/A
	Allowed for cost to develop Alternative including post-tender requirements	Yes*	Yes*
8.	Must contain Tender Schedule D2	Yes	Yes
	Must carry out design (or as Tenderer deems necessary) outlining compliance against structural, hydraulic, serviceability requirements	Some*	Yes*
	All design documentary evidence necessary for assessment including statement acknowledging compliance with TMR standards / specifications	Some*	Yes *
	Drawings describing proposed geometry, dimensions, drainage provision, reinforcement arrangement and finish	Some*	Yes*
	Design calculations demonstrating technical feasibility of structural components and/or manufacturer's certification for its stated purpose	No*	Yes *
	Shall list all departures with full details of the changes from and/or amendments to the conforming Tender and design	No*	Yes*
	Shall nominate any reduction of the minimum design or construction standards and if requested, seek written approval of the Principal	No *	Yes *
	Acknowledges and agrees that Principal may include design and construct provisions in the contract prior to the Date of Acceptance	No *	Yes
9.	Must contain Tender Schedule D3	Yes	Yes
	Must include designer's company name and address	Yes	Yes
	Must include designer's recent experience in relevant design	No*	Yes
	Must include certifying designer's name and experience	No*	Yes
	Must include design expert's name and experience	No*	Yes
10.	Change to the planned work methodology	Yes*	Yes*
	Risks to be managed including change in the Principal's RCP	Yes*	Yes*
11.	Tenderer responsible for all Development Approvals if Tender is accepted	Yes	Yes *
12.	Intellectual property rights for Alternative Tender remains with the Tenderer	Yes	Yes
Positive Impact	Negative Impact	Legend: * Refer to Section 3.4.3.1 for further details and commentary	

Table 18 – Stage 2: Alternative Tenders' assessment checklist

3.4.3.1. Alternative - Bielby Hull Brady Joint Venture (BHBJV)

Alternative - Background summary (BHBJV)

BHBJV's proposed Alternative to the conforming Tender design, consists of a modification to the post tensioned Super-T girders for the northbound bridge superstructure, by introducing two (2) stitch joints at approximately 1/3 points of the girders. Each girder would be cast in three (3) separate sections and then joined-on site via a wet stitch pour, followed by the required curing regime.

The construction methodology and impacts on the permanent works would be as follows:

- Girder manufacturing with the cross section shown on the Tender documentation and length up to 16m with several modifications as outlined:
 - rearrange the girder's web thickness in order to maintain the same thickness between diaphragms in the stitch area, thus facilitating the formwork,
 - additional diaphragms within the girder at the stitch pour locations,
 - inclusion of additional temporary lifting points, and
 - likely additional strand in the bottom flange of the central member of each girder.
- Site assembly and stressing

Alternative - Advantages (BHBJV)

- Three (3) separate and smaller girder sections open up the supply chain and drives competitiveness and Value for Money as with the previous over-sized Super-T girders, due to size and yard limitations, there is only one (1) local manufacturer who is equipped and resourced to fabricate it, and
- Improve constructability and reduce the complexity of manufacturing and transporting these over-sized Super-T girders (T2 - 42m, T3 - 48m long, and weigh 180 and 200 tonne each) with each section being transported to site via conventional equipment readily available within the industry.
- 25 units would be impacted with a saving of \$3.6 million under Work Package B – New bridge

Alternative - Tender compliance and conformance checks (BHBJV)

Work Package		BHBJV's adjusted Alternative Tender	BHBJV's adjusted Conforming Tender	Difference
A – Civils Works		\$ 39,224,282.35	\$ 39,224,282.35	\$ -
B – New bridge		\$ 63,390,623.31	\$ 66,990,623.31	-\$ 3,600,000.00
C – Existing bridge		\$ 45,946,614.81	\$ 45,946,614.81	\$ -
D – Sinnamon Road		\$ 393,948.90	\$ 393,948.90	\$ -
Total		\$ 148,955,469.37	\$ 152,555,469.37	-\$ 3,600,000.00
Work Item	Description			
90601.01S	Post Tensioned concrete Girders, supply on Site, [2300] mm deep, [34.4] metres long (Refer to Supplementary, PSTS-15)			
90601.02S	Post Tensioned concrete Girders, supply on Site, [2300] mm deep, [42.3] metres long (Refer to Supplementary, PSTS-12)			
90601.03S	Post Tensioned concrete Girders, supply on Site, [2300] mm deep, [48.2] metres long (Refer to Supplementary, PSTS-12)			
Qty	Unit Rate			Savings
	Conforming Tender	Alternative Tender	Difference	
5	\$430,758.51	\$314,595.35	\$116,163.16	\$580,815.80
20	\$441,779.69	\$322,644.44	\$119,135.25	\$2,382,705.00
5	\$472,040.88	\$344,745.04	\$127,295.84	\$636,479.20

Table 19 – Stage 2: BHBJV's Alternative Tender 's proposed costs

No	Alternative Tender compliance	Compliance achieved date / Comments
1.	Allowed for cost to develop Alternative including post-tender requirements	• No response at Tender close 26/10/2021 • PTC-RFI-010's response 2/12/2021 - Confirmed it had made allowances within its Tender for time (6-7 months) and cost to complete the Alternative design to the Principal's standards and requirements • However, other than a reduction of \$3.6 million in the Tender pricing (due to efficiencies with the manufacture and transport of the girders), there is no further articulation of how the additional cost for the Alternative Tender is covered including the re-design time and cost impacts to progress through TMR's design review gating for confirmation of due diligence on the part of the designer by TMR's technical experts • There is also no articulation of the 'backup plan' in the event this innovation in the design is not accepted by TMR but BHB JV in that instance would have been contracted to deliver the \$3.6 million 'savings' as outlined in their Alternative Tender submission
2.	Cost impact (Construction)	No further price adjustments was deemed necessary by the TAP, with a signed and completed Form C7505 Adjustment for Alternative Tenders included in <i>Attachment 18</i> of this document.
	Advantages / additional benefits	
	Change to the planned work methodology	BHB JV's Alternative Tender is the lowest adjusted price Tender for CN-13712, and if feasible provides for a Value of Money offer which at the same time addresses and removes several high-risk manufacturing / fabrication related supply chain and transportation and delivery issues for the over-sized girders and at the same time provides for more certainty in the construction staging deliveries and timeline
3.	Cost impact (Defined life cycle)	Refer to design compliance commentary and feedback from TMR's E&T subject matter specialist advisors in <i>Attachment 16</i> of this document. Unknown and unquantified design (girder), impact to remainder of bridge structure, fatigue, durability, maintenance impacts / risks
	Disadvantages	
	Meet the quality requirements	However, if concept design is indeed feasible and viable, this addresses many construction risks and supply chain considerations that would not only benefit the project but wider TMR too as there are many structures with such bespoke over-sized girders that is limiting available design evolution due to the cost of replacement for construction.
	Impacts (short/long term) of innovative / copyrighted feature	
4.	Must include designer's recent experience in relevant design	Not submitted, • Alternative Tender submission 26/10/2021 • Response to PTC-RFI-010 2/12/2021 • Follow-up to PTC-RFI-010 7/12/2021 • Alternative Tender meeting 9/12/2021 Subsequently, submitted under PTC-RFI-023, 15/12/2021.
	Must include certifying designer's name and experience	
	Must include design expert's name and experience	

No	Alternative Tender compliance	Compliance achieved date / Comments
5.	Shall list all departures with full details of the changes from and/or amendments to the conforming Tender and design	Not submitted, • Alternative Tender submission 26/10/2021 • Response to PTC-RFI-010 2/12/2021 • Follow-up to PTC-RFI-010 7/12/2021 • Alternative Tender meeting 9/12/2021 • Follow-up to Alternative Tender meeting 13/12/2021
6.	Risks to be managed including change in the Principal's RCP	Refer to design compliance commentary for further details • Without further evidence of design documentary compliance, any statements for / otherwise are merely speculative and in the context of a sub-\$150 million project, the risk to award on a concept design that might not be feasible / viable in the financial context of the Tender bid is highly risky, when considering the closest conforming Tender is only \$250,000 (0.17%) dearer - the risk to reward ratio is not justifiable. • Alternative Tender meeting 9/12/2021, ○ BHB JV and partners have no documented prior history/professional experience delivering/working with the Alternative design solution, other than VSL who is a post-tensioning specialist supplier who is not undertaking the design certification ○ BHB JV's nominated designer has no documented prior history or professional experience delivering or working with the Alternative design solution • BHB JV had provided some information in relation to its designer under PTC-RFI-023, submitted on 15/12/2021 at the request of TMR. However, the Professional design and recent experience of the BHB JV nominated designer, certifying designer and design expert were not provided in any great level of detail for TMR to draw any level of confidence on its level of exposure and/or reduction of risks associated with this Alternative design
7.	All design documentary evidence necessary for assessment including statement acknowledging compliance with TMR standards / specifications	• Alternative Tender submission received on 26/10/2021, included an all-encompassing statement which is acknowledged but it was not specific in relation to the actual design standards used • PTC-RFI-010 2/12/2021 requested for explicit confirmation if the proposed Alternative Tender meets the full requirements of DCBOS and AS5100 including if any other design standards were considered - Not answered directly • As a follow-up to the Alternative Tender meeting on 9/12/2021, BHB JV provided a vague confirmation of compliance to various and specific clauses of DCBOS, AS5100 and ASHTO LRFD on 13/12/2021, in the form of a Design basis report which TMR's E&T's subject matter specialist advisors do not agree with, as outlined in <i>Attachment 16</i> of this document.

No	Alternative Tender compliance	Compliance achieved date / Comments
8.	Must carry out design (or as Tenderer deems necessary) outlining compliance against structural, hydraulic, serviceability requirements	<u>Alternative Tender submission 26/10/2021</u> - Two (2) page preliminary design concept drawings including typical cross sections with limited design parameters noted. - However, many very specific designs related statements were made, but had no further related supporting information furnished including design basis / premise, any qualification / substantiation / quantification for these assertions including: "Importantly, the proposed Alternative would not materially impact the final design outcome of the bridge structure....There would be no impact upon the bridge substructure." "Alternative design leads to a girder which in its final form will be identical to the conforming design, the only departure is in the fabrication process." <u>Response to PTC-RFI-010, 2/12/2021</u> Was not answered directly - if the Alternative Tender meets the full requirements of DCBOS and AS5100 including if any other design standards - Quoting of multiple design standards, AASHTO LRFD acknowledged as the fundamental principles adopted but are only applicable to the joints, with further references to DCBOS and AS5100.2/ AS5100.5 - Selective picking of Tendering clauses in response, cited Clause 32.3(a) of C7821 in that the Tenderer carried out sufficient design for Tender submission but failed to address its failure to meet the full requirements of Clause 10 and 32 in relation to the submission of the associated design information necessary for assessment including calculations demonstrating technical feasibility - Many very specific design related statements made, but with no further design information furnished or any other equivalent qualification / substantiation / quantification for these assertions including: "Alternative submission was essentially the same girder constructed with construction joints and therefore has not completed a full design" "design complies with 1.0 MPa minimum compressive stress at the joint as per AS5100.5" "critical stress at mid span will be no worse than the conforming design" <u>Follow-up to PTC-RFI-010, 7/12/2021</u> No further design documentation provided but confirmed Alternative Tender complies with: - DCBOS, AASHTO LRFD provisions (effectively the American Bridge Code) as guidance for segmental construction as referred under DCBOS - All provisions of AS5100 Parts 2 and 5
	Drawings describing proposed geometry, dimensions, drainage provision, reinforcement arrangement and finish	
	Design calculations demonstrating technical feasibility and/or manufacturer's certification that it is fit for its stated purpose	
	Shall nominate any reduction of the minimum design or construction standards and if requested, seek written approval of the Principal	

No	Alternative Tender compliance	Compliance achieved date / Comments
9.	Acknowledges and agrees that Principal may include design and construct provisions in the contract prior to the Date of Acceptance	Not acknowledged / covered / agreed in either of the Alternative Tender submission of 26/10/2021, nor any of the post-tender correspondence to date on the Alternative Tender
10.	Opportunities	Based on the adjusted Tender prices as outlined in <i>Section 3.4.1.3</i> of this document, BHB JV's conforming main Tender is the third lowest priced Tender (if including Alternative Tenders, 2 nd if not) and if it is the eventual 'Best Tender', there is an opportunity for TMR to further de-risk the project by pursuing the Alternative Tender's design on a time based trial to progress the Alternative design as a variation. Post the fixed trial milestone, if the Alternative design is viable, it would be adopted. If not, the conforming Tender design would be constructed instead.

Table 20 – Stage 2: BHB JV's Alternative Tender's compliance

Alternative – TAP's recommendation (BHB JV)

The TAP on this basis as detailed in *Table 20* of this document and as outlined below after taking into consideration all the issues on balance, recommends for the Alternative Tender from BHB JV be excluded from further consideration under Discrepancy, D11 - Insufficient information to assess Alternative Tender (including design details), fatal in accordance with TIPDS Vol 2 and Clauses 16e), 17.1b) and 17.1c) of C7821 – Conditions of Tendering.

- the many unresolved / unsubstantiated / unquantified technical design points brought up by E&T's subject matter experts (whose specific advice are found in *Attachment 16* of this document),
- the risks involved with the Alternative design and construction which the TAP noted whilst technically viable as a concept and supported by E&T, the project team including TAP and TMR as a potential innovation, BHB JV had not undertaken and/or provided the required design documentary evidence to confirm sufficient design rigour to confirm 'proof of concept' at this juncture other than many purported statements of compliance despite repeated requests,
- the lack of specific and relevant design and construction experience of the design and construction partners for this proposed Alternative design,
- the non-compliance of the Alternative Tender submission, Tender Schedule D3, in relation to the designer of Alternative design, and
- the overall risks to benefits ratio of this Alternative Tender when compared to the next closest conforming Tender which is approximately \$250,000 (0.17%) dearer - the risk to reward ratio is not justifiable for a sub-\$150 million construction cost project of this magnitude, complexity and stakeholder expectations.

3.4.3.2. Alternative - John Holland Qld Pty Ltd (JH)

Alternative - Background summary (JH)

JH's proposed Alternative to the conforming Tender design consists of two (2) completely new, 100-year design life concrete structures which simply represents a different way to deliver what is effectively two versions of the conforming new northbound bridge.

- The Alternative Tender comprises of a redesign of the northbound and southbound bridge structures, inclusive of piles, piers and superstructure, for a like-for like replacement.
- Both northbound and southbound bridges adopt the same superstructure structural elements, with horizontal and vertical alignments including the abutment positions and the approach civil works of both bridges remaining unchanged to avoid design interfaces with other packages on the project
- Miscellaneous structural items, such as drainage, scuppers, barriers and relieving slabs will be consistent with the conforming design.
- Substructure spacing has however been optimised around maintaining the navigation channel envelope (Span 5), set to achieve the 40m wide clearance and vertical navigation clearance is to match the conforming design and to minimise change to the location of the navigation channel.
- The Alternative design also matches the conforming design with four (4) river piers with an additional pier (Pier 1A) added to each bridge structure on the southern bank, for construction under the same construction permits to the conforming design.

Flow characteristics in relation to hydraulics / afflux are similar to the conforming design where the additional pier is balanced by a reduction in structure depth. Bridge widths on both northbound and southbound bridges remain unchanged from the conforming design.

Alternative - Advantages (JH)

- JH suggest its Alternative Tender is a Value for Money offer consisting of two (2), 100-year design life bridges as compared to One (1), 100-year and One (1), 50-year design life bridges,
- This provides for lesser construction, operation and maintenance costs and risk and lower whole of life costs for a small upfront cost premium.
- Both northbound and southbound bridges adopt the same superstructure structural elements which are smaller and thus more widely available and used for an overall reduction in supply costs
- Reduction in girder mass eliminates complex transport requirements for the 204 tonne conforming girders and also opens up supplier availability to lower fabrication costs
- Afflux is a key consideration with the conforming design restricted to align its piers with the retained southbound piers to limit afflux impacts. The Alternative design, which includes a complete demolition and reconstruction of the southbound Bridge, allows for the pier locations for both bridges to be repositioned to achieve the most efficient structure.
- The new bridge substructures provide an efficient and more transparent structure compared with the conforming design that suffers from the legacy of being constructed in two stages.

Alternative - Tender compliance and conformance checks (JH)

Work Package	JH's adjusted Conforming Tender	JH's adjusted Alternative Tender	Difference
A – Civils Works	\$ 55,470,280.01	\$ 55,469,900.69	-\$ 379.32
B – New bridge	\$ 73,472,676.84	\$ 64,644,045.48	-\$ 8,828,631.36
C – Existing bridge	\$ 58,279,179.75	\$ 80,753,162.20	\$ 22,473,982.45
D – Sinnamon Road	\$ 509,278.80	\$ 509,278.80	\$ -
E – Design Costs (new)		\$ 7,898,623.61	\$ 7,898,623.61
Total	\$ 187,731,415.40	\$ 209,275,010.78	\$ 21,543,595.38
Note: No further schedule information was submitted to make an assessment on changes in rates			

Table 21 – Stage 2: JH's Alternative Tender 's proposed costs

No	Alternative Tender compliance	Compliance achieved date / Comments
1.	Change to project outcomes against original objectives	- JH's Alternative Tender provides for two (2), 100-year design life bridges as compared to one (1), 100-year and one (1), 50-year design life bridges, which provides for lesser construction, operation and maintenance costs and risk and lower whole of life costs in the same footprint as the confirming design thereby minimising any future impacts with the ultimate staged upgrade of Centenary Mwy - Overall reduction in supply, fabrication, transport and construction costs - Reduction in girder mass eliminates complex transport requirements for the 204t conforming girders and also opens up supplier availability to lower fabrication costs
	Project outcomes achieved including the required asset	
	Advantages / additional benefits	
2.	Impacts (short/long term) of innovative / copyrighted feature	- JH's Alternative Tender submission whilst it did contemplate whole of life cycle cost impacts in relation to maintenance requirements, it however did not explore the implications of such a proposal to the planning of the future staging of the staged upgrade of Centenary Motorway Upgrade from Toowong to Darra which this current project forms part of, as an overall ultimate upgrade to this corridor - The cross section of the proposed new bridges of JH's Alternative Tender is also constrained to mirror the existing conforming design's land requirements impacts. This constrained cross section does not fully comply with the current design requirements in terms of lane and shoulder widths and is further exacerbated by having a structure with a longer design life where the benefits could and would not be realised until further upgrades is undertaken - There is also no further articulation of the design loading requirements for the new bridges and how it would cope with future demands with an increased structure design life - As further outlined below in the cost and time sections
	Impacts on any plans for future projects / staging	
	Disadvantages	
3.	Comply with Maritime Safety Queensland requirements	Whilst there is a statement of compliance to the requirements of Maritime Safety Queensland in JH's Alternative Tender Schedule D2 submission, there is no actual articulation of how and what it is in compliance to. Pile cut-off of 0.5m above riverbed level for the demolition works on the existing bridge structure has been nominated by JH and is selected for environmental reasons. There is however no confirmation if this is approved / suitable to Maritime Safety Queensland, Brisbane City Council and TMR requirements. In the event this is not acceptable, there will be additional time and cost for dredging works if pile cut-off below bed is required that has not been quantified / addressed by JH in its Alternative Tender submission.

No	Alternative Tender compliance	Compliance achieved date / Comments
4.	Risks to be managed including change in the Principal's RCP?	• Pile length risk remains with TMR given further site Geotechnical Investigations to validate the pile design are required with the new pile locations for the Alternative offer ◦ Pile cut-off of 0.5m above bed is permitted for demolition works on the existing bridge structure for environmental reasons, however there will be additional time and cost for dredging works if pile cut-off below bed is required. • DA for the conforming design by TMR apply to the Alternative, Clause 99.7 of C7822 - Conditions of Tendering Annexure prescribed that DA approvals for the Alternative is the responsibility of the Tenderer • JH's Alternative Tender qualification in that TMR / AECOM to run the flood modelling analysis using the new bridge model supplied by Aurecon to confirm compliance against levels, which seem to imply a transfer of design risks for the Alternative Tender to TMR / AECOM • JH qualification that it submitted its Alternative non-binding Design proposal for discussion purposes only and should it be of interest to the Principal, further discussion is required to finalise the commercial terms of the Project Deed, with an inclusion of an overall cap on liability. • The temporary jetty requires a very small number of additional trees to be removed and replaced at project completion with semi-mature trees.
5.	Allowed for cost to develop Alternative including post-tender requirements	• JH's Alternative Tender submission was clear in this regard, in that an additional \$7.9 million is required to progress the detailed re-design • However, the Value for Money premise is not as clear as JH's designer would be leveraging off the current conforming design and is also seeking for TMR / AECOM to undertake further hydraulics design and geotechnical investigation / due diligence, as such the true cost of the re-design would be much higher • This is further brought into question as indicatively, TMR has at present spent approximately \$7.3 million to undertake the full detailed design of the two (2) bridges (new and existing), civil works and Sinnamoon Road works, while JH's scope is that of two (2) new bridges and full demolition and at the same time this would require further due diligence on TMR's part for design reviews, not to mention the 'dis-carding' of the current conforming design for the bridges which is where the bulk of the current design expenditure and TMR's costs has been spent on

No	Alternative Tender compliance	Compliance achieved date / Comments
6.	Cost impact (Construction)?	<u>Construction</u> - The cost of JH's Alternative Tender as submitted, far exceeds the currently available project funding as outlined in <i>Table 1</i> of this document, excluding any BPP / BPIC implications that is tied to the Tenderer's Envelope 3 provisional sum offer - Against JH's conforming Tender, the price difference with the Alternative Tender is approximately \$21.5 million (after taking into account the additional design costs) but more tellingly, against the lowest priced conforming Tender, the price difference is \$60.1 million - After taking into account Principal's cost to date of approximately \$20 million and future Principal's costs and contingency of \$65 million and the inclusion of JH's Alternative Tender, the project would require at least \$295 million, which would far exceed the currently available budget and brings into question the overall affordability of the proposal, excluding any further allowances for risk and contingency as might be further required as outlined above. - An estimated minimum \$60 million of additional funding is therefore the minimum required to progress to award the Alternative Tender proposal from JH, excluding any BPP / BPIC implications that is tied to the Tenderer's Envelope 3 provisional sum offer No further price adjustments was deemed necessary by the TAP, with a signed and completed Form C7505 Adjustment for Alternative Tenders included in <i>Attachment 18</i> of this document. <u>Whole of life cycle</u> - As outlined in the preceding advantages section, there are some savings nominated with the offer of two (2), 100-year design life bridges as compared to one (1), 100-year and one (1), 50-year design life bridges, - Savings of up to \$4.9 million in maintenance costs for the painting of the superstructure, bearings, deck joints and inspections
	Cost impact (Defined life cycle)?	
	Meet the quality requirements?	

No	Alternative Tender compliance	Compliance achieved date / Comments
7.	Delivery within the required timeframe	Pre-Construction and Design - As outlined in <i>Table 1</i> of this document, the project is currently 100% Queensland Government funded for the planning and design and 50/50 jointly funded for construction between the Australian and Queensland Governments - To be able to accept and award the contract, additional funding and Project Commencement Approval by the Queensland Governor-in-council is required as per current Queensland Treasury requirements. However, it is unclear if the Australian and Queensland Governments would fund the full additional \$60 million (excluding any BPP / BPIC implications that is tied to the Tenderer's Envelope 3 provisional sum offer) amount jointly in a 50/50 split, of which \$7.9 million could potentially be for design only - Notwithstanding, it is anticipated there would be additional time required to get any such agreements between the levels of governments and for the Queensland Government CBRC and Australian Government PPR processes to be concluded for eventual Project Commencement Approval by the Queensland Governor-in-council, which conservatively would require six (6) months for it to be completed.
	Change to the planned work methodology?	- Tender Validity for the offers (conforming / Alternative) would lapse on 27/07/2022, which on current estimates is unlikely for the relevant approvals to be provided in time prior to the end of the Tender validity period. (Note: PTC-RFI-025 has been sent to all Tenderers seeking for an extension to the Tender Validity period by 120 days from 25/3/2022 to 23/7/2022) - Thereafter post award, it is estimated the design due diligence would require another six (6) months to be completed, this would potentially push the start of construction from early 2022 back by 12 months to early 2023 which might not be palatable to the elected representatives and the wider travelling community / public who had lobbied very heavily for these works Construction - Proposed Alternative northbound bridge - There will be times savings in substructure piling, girders erection, however, there is a trade off as continuity joints would take longer as they are built in series - Proposed Alternative southbound bridge - Increase time to complete full demolition of the existing bridge structure to piles just above existing bed level, and - Relocation of the temporary jetty

No	Alternative Tender compliance	Compliance achieved date / Comments
8.	Must carry out design (or as Tenderer deems necessary) outlining compliance against structural, hydraulic, serviceability requirements All design documentary evidence necessary for assessment including statement acknowledging compliance with TMR standards / specifications Drawings describing proposed geometry, dimensions, drainage provision, reinforcement arrangement and finish Shall list all departures with full details of the changes from and/or amendments to the conforming Tender and design Shall list all departures with full details of the changes from and/or amendments to the conforming Tender and design Shall nominate any reduction of the minimum design or construction standards and if requested, seek written approval of the Principal	- Confirmed compliance with Six (6) requirements prescribed under Clause 99.7 of C7822 - Conditions of Tendering Annexure and: - AS 5100-2017 Bridge Design (Set). - AS 1170-2007 Structural Design Actions (Set), - TMR Design Criteria for Bridges and Other Structures, Feb-2021, (TMR Design Criteria) - TMR Geotechnical Design Standard – Minimum Requirements, - TMR Technical Specifications, Structural Drafting Standards and Technical Notes. - Design requirements, as applicable, to which the conforming design complies, as outlined in the Tender documentation provided by TMR. - Alternative Tender – Qualifications: - DA for the conforming design by TMR apply to the Alternative - Changes to Scope of Works as per 3.1. - PAI will be relied upon for the design and construct portion of the Alternative Tender - JH's Tender design submission is considered as TMR's 15% design gate for both bridges. - Several existing design documents are noted to be reliance information for the Alternative Tender - TMR/AECOM to run the flood modelling again, using the new bridge model supplied by Aurecon to confirm compliance against levels.
9.	Opportunities	With the cost affordability of this Alternative Tender proposal as outlined in the cost section above; if not selected by the Principal through the current procurement process, there is further opportunities available to TMR as the Intellectual property rights associated with a two (2) new bridges design is not a novel idea that is tied to the Tenderer. TMR at its discretion may elect to progress such a design if suitable and recall / re-tender the construction portion of the works in future and/or recall the project under a new Design and Construct style contract to better control the scope, time, costs and risks associated with such a proposal. Further legal advice and information can be found in <i>Attachment 17</i> of this document.

Table 22 – Stage 2: JH's Alternative Tender 's compliance

Alternative – TAP's recommendation (JH)

As part of the planning and design for the Centenary Bridge Upgrade project, the following options and alignments were considered by TMR including that for two new bridges across this Brisbane River crossing:

- Preliminary Evaluation - 13 main options based on four (4) alignments, (Refer to *Figure 3* of this document):
 - Four (4) options for new bridges on the western side of the existing bridges
 - Four (4) options for new bridges on the eastern side of the existing bridges
 - Three (3) options for new bridges either side of existing bridges
 - Two (2) options for new bridges on eastern side and online

IIC Gate 2 - Approval of Preliminary Evaluation of solution options was obtained on 12 December 2018, for the following two (2) to proceed to Gate 3 – PAF Business Case Development:

- Option 1A-1 – Three (3) new northbound lanes and two (2) southbound lanes on the existing southbound bridge with existing active transport facility
- Option 1A-2 – New three (3) lanes northbound bridge to the west of the existing Centenary Bridge with reconfigured three (3) lanes southbound on the existing bridges and upgraded active transport facility

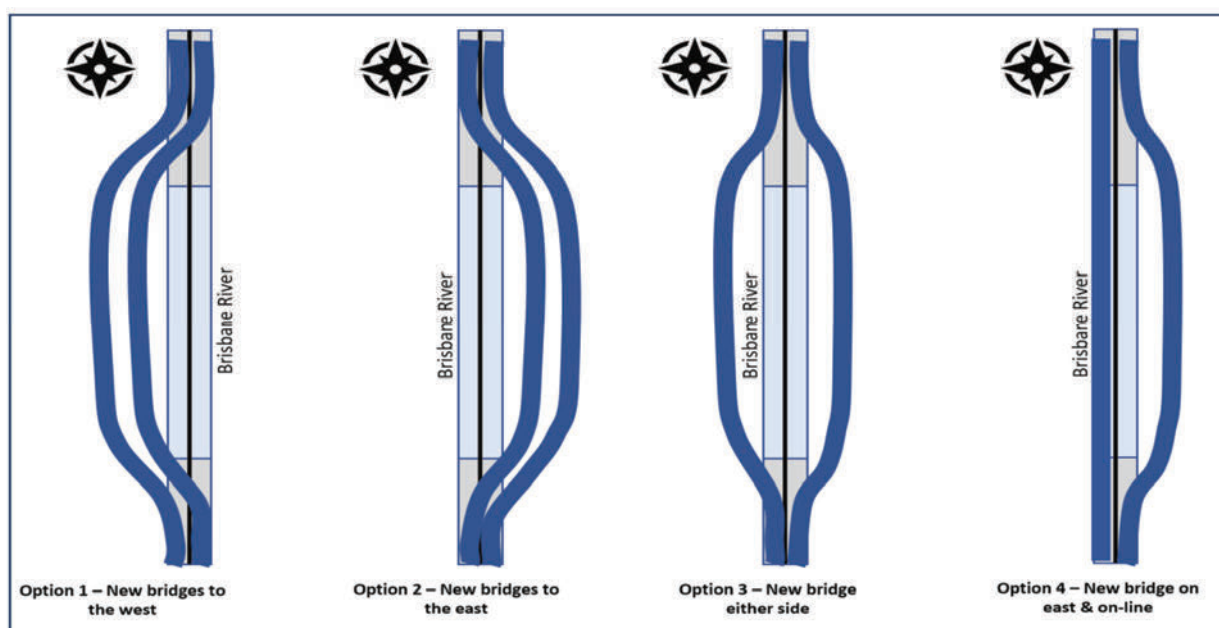


Figure 3 – Preliminary Evaluation: Ultimate bridge alignment options

- Business Case - A further option was analysed alongside the two shortlisted options from the Preliminary Evaluation:
 - Option 1A-1: low-cost option that delivers a new northbound bridge but does not facilitate southbound motorway widening works
 - Option 1A-2: higher cost option that delivers a new northbound bridge and a limited refurbishment of the existing bridges (northbound and southbound structures) to facilitate southbound motorway widening works
 - Option 1A-3: highest cost option that delivers a new northbound bridge and a major upgrade of the existing bridges (northbound and southbound structures) to facilitate southbound motorway widening works plus future eight-laning of the bridge.

IIC Gate 3 - Approval of Business Case for preferred solution was obtained for Option 1A-3 on 26 June 2019 with note project to proceed to IIC Gate 4 – Supply strategy development once funding is made available.

Noting that JH's proposed Alternative to the conforming Tender in the current form represents:

- a significant change in the approved project scope which went through several rounds of approvals both internally and externally,
- would cost significantly more than the conforming design to construct,
- likely to require the Principal to seek additional Australian and Queensland Governments funding as outlined *Table 1* of this document, and
- potentially push the delivery timeline out;

on this basis, the TAP has not undertaken further analysis of the Alternative Tender beyond the current compliance and conformance checks under this Tender assessment as project scope, time and cost are beyond the purview, authority and delegation of the TAP.

The TAP suggests the Principal at its discretion further explore the merits of the Alternative Tender submission, if this Alternative Tender proposed scope is of further interest, in line with Clause 17 of C7821 - Conditions of Tendering.

Note: As outlined in *Sections 3.1.5, 3.1.7 and 3.4.3.2* of this document, no further post-tender correspondence and Alternative Tender meeting in accordance with the TEP Addendum - *Section 3.1.2.2* with JH, was approved by the Project Director and the TAP has been directed not to seek further information in relation to JH's Alternative Tender including taking on any offer by the Tenderer to present their Alternative Tender proposal to TMR / TAP on 2 March 2022, please refer to *Attachment 24* of this document for further details.

All analysis and reviews as summarised in this TAR are based on the original Tender submission prices received on 26 October 2021, that has a Tender validity period of 150 days and due to lapse on 25 March 2022. Under post-tender correspondence PTC-RFI-025 sent to the Tenderers on 1 March 2022 for response by 16 March 2022, an extension to the Tender validity period for a further 120 days, from 25 March 2022 to 23 July 2022 was requested.

In its response to the extension request, JH had advised of impacts to the price component of its Alternative Tender submission, including a price reduction of **\$19,345,313** to its Alternative Tender's price from \$209,275,010 to \$189,929,697 (excluding GST) and further technical clarifications in relation to the Alternative Tender submission and the submission of a detailed delivery program in relation to the Alternative Tender offer.

In line with the advice the TAP had received on 17 and 21 March 2022 in relation to this procurement / Tender selection process (refer to *Attachment 24* of this document) and with consideration of the Tender assessment processes that remain, specifically the Interactive Process (in relation to the KRA provisional sum offer); further analysis of the condition/s as nominated by JH have not been further considered by the TAP.

The TAP has also not further responded / acknowledged the Tenderers' response in this regard as the communications process on this issue is to be deemed to be closed out and as such does not require further contact by the TAP with the Tenderer, as directed on 17 March 2022 (refer to *Attachment 24* of this document for further details). The issue of Tender validity will be carried forward by the Principal, who will engage with the relevant Tenderers at the appropriate time. The consideration and decision responsibility in relation to the impacts / conditions of Tender validity period extensions set by the Tenderer rests with the Principal and the TAP had not been authorised to proceed nor hold any delegations in this regard.

Please refer to the TAP's Dissenting Statements in *Section 11* of this document for further details.

3.4.4. Sensitivity analysis

In accordance with TIPDS Vol 2, a sensitivity analysis was undertaken on the final Tender adjusted prices to determine if the Working Tender list and relative ranking as outlined in *Table 29* of this document would change because of a change in quantities and if any highly peculiar methodology was occurring with the Tenderers' pricing strategy and regime.

Two (2) main categories of checks were undertaken as part of this analysis:

- Limits of Accuracy, as outlined in *Section 3.4.4.1* of this document, and
- Overheads and margin, as outlined in *Section 3.4.4.2* of this document.

A signed and completed Form C7508 Sensitivity Analysis List and other supporting calculations spreadsheet can be found in *Attachment 19* of this document.

Note: All analysis and reviews as summarised in this TAR are based on the original Tender submission prices received on 26 October 2021, that has a Tender validity period of 150 days and due to lapse on 25 March 2022. Under post-tender correspondence PTC-RFI-025 sent to the Tenderers on 1 March 2022 for response by 16 March 2022, an extension to the Tender validity period for a further 120 days, from 25 March 2022 to 23 July 2022 was requested.

In its response to the extension request, GBJV had advised of impacts to the price component of its ULB Tender submission, with a price increase of **\$2,984,178** to its ULB Tender's price from \$149,208,877 to \$152,193,055 (excluding GST) and its KRA provisional sum offer as a result of:

- availability / resourcing impacts with the delay to Contract Award,
- supply chain impacts with the delay to Contract Award, and
- construction program impacts and risks with the delay to Contract Award.

In line with the advice the TAP had received on 17 and 21 March 2022 in relation to this procurement / Tender selection process (refer to *Attachment 24* of this document) and with consideration of the Tender assessment processes that remain, specifically the Interactive Process (in relation to the KRA provisional sum offer); further analysis of the condition/s as nominated by JH have not been further considered by the TAP nor has the TAP further responded / acknowledged the Tenderers' response in this regard as directed on 17 March 2022 as outlined in *Attachment 24* of this document.

Please refer to the TAP's Dissenting Statements in *Section 11* of this document for further details.

3.4.4.1. Sensitivity analysis check 1 - Limits of accuracy

In relation to the limits of accuracy sensitivity analysis undertaken, C7831 - General Conditions of Contract, Annexure and MRS01 - Introduction to Technical Specifications was used to guide the scenarios being tested, with the following outlining the basis of each test case against the final adjusted Tender prices as outlined in *Table 10* of this document and its impact and influence to the Price Score, Price Index, Best Value Index, Working Tender list and relative ranking as outlined in *Table 29* of this document.

Limits of accuracy adjustments:

- Work Items 32001 – 32602, +/- 20%(C7831)
- Provisional Qty, if ordered, +/- 100% (MRS01 Measurement)
- Provisional Qty, as directed, +/- 50% (MRS01 Measurement)
- Provisional Item, if ordered, +/- 0% (MRS01 Measurement), no adjustment
- All remaining Work Items, +/- 10% (C7831)

Test Scenarios:

- **Test case 1:** Assuming the level of risks for the various work packages A to D are balanced, a global sensitivity check was undertaken to see how it would influence the outcome
 - 1A – Full Tender schedule items to limits of accuracy lower limit check
 - 1B – Full Tender schedule items to limits of accuracy upper limit check
- **Test case 2:** This was done to check how the level of risks with the unknown condition of the existing structures would influence the outcome
 - 2A – Work package C Tender schedule items only to limits of accuracy lower limit check
 - 2B – Work package C Tender schedule items only to limits of accuracy upper limit check
- **Test case 3:** This was done to check how provisional schedule items would influence the outcome
 - 3A – Provisional schedule items only to limits of accuracy lower limit check
 - 3B – Provisional schedule items only to limits of accuracy upper limit check
- **Test case 4:** This was done to check how the varied pricing strategy of the Tenderers would influence the outcome
 - 4A – Excessively highly priced schedule items (>300% against median rate) to limits of accuracy lower limit check
 - 4B – Excessively lowly priced schedule items (<25% against median rate) to limits of accuracy upper limit check

Table 23 of this document outlines the resulting Tender prices after the adjustment of the schedule work items. A copy of the full supporting calculations spreadsheet can be found in *Attachment 19* of this document.

Test Scenarios	GBJV	BHBJV	JH	FHBWJV
	Adjusted prices	Adjusted prices	Adjusted prices	Adjusted prices
Final adjusted Tender prices	\$ 149,208,876.84	\$ 152,555,469.37	\$ 187,731,415.40	\$ 203,423,244.09
Test Case 1A	\$ 132,003,501.02	\$ 133,941,186.80	\$ 165,557,952.58	\$ 181,588,816.03
Test Case 1B	\$ 166,414,252.66	\$ 171,169,751.94	\$ 209,904,878.22	\$ 225,257,672.15
Test Case 2A	\$ 143,966,044.58	\$ 146,316,449.21	\$ 180,443,887.97	\$ 197,080,437.84
Test Case 2B	\$ 154,451,709.10	\$ 158,794,489.53	\$ 195,018,942.83	\$ 209,766,050.34
Test Case 3A	\$ 146,826,768.46	\$ 149,005,519.79	\$ 184,017,611.60	\$ 201,785,561.58
Test Case 3B	\$ 151,590,985.22	\$ 156,105,418.95	\$ 191,445,219.20	\$ 205,060,926.60
Test Case 4A	\$ 145,895,365.11	\$ 149,109,879.78	\$ 183,332,220.31	\$ 200,472,688.01
Test Case 4B	\$ 151,959,959.92	\$ 155,138,904.95	\$ 192,313,060.41	\$ 206,443,034.89
Note: For the purpose of this sensitivity analysis, adjusted Tender prices, excluding GST were used Legend - Colour coding was used to differentiate the relative price ranking: • 1st ranked, adjusted Tender • 2nd ranked, adjusted Tender price • 3rd ranked, adjusted Tender price • 4th ranked, highest adjusted Tender price				

Table 23 – Stage 2: Limits of accuracy sensitivity analysis

The increases / decreases to the adjusted prices with the pre-determined rulesets varied from \$1.6 million to \$22.2 million and whilst the relative gaps between adjacent Tender/s in the Working Tender list as outlined in *Table 29* of this document changed (both positively and negatively); it was noted that these test scenarios adjustments did not affect the overall relative price ranking.

Further checks and due diligence calculations of the Best Value Index, BVI as outlined in *Section 3* of this document were not advanced as it was noted with the relative spread of the Price Scores and Non-price Scores, a change in the relative ranking of the adjusted prices is required to trigger a change in the Best Value Index, BVI relative ranking. With no actual change in relative ranking of the adjusted prices, it was therefore concluded there would be no change to the Best Value Index, BVI ranking and the relative ranking in the Working Tender list as outlined in *Table 29* of this document would remain with no further adjustments.

No other significant issue / risk was noted as part of these limit of accuracy checks.

3.4.4.2. Sensitivity analysis check 2 - Overheads and margin

In relation to the overheads and margin sensitivity analysis undertaken, the Tenderers' submitted C7810.M10 – Tender Schedule M10 was used to guide the scenarios being tested. The aim of this sensitivity analysis is to see how the varied Tenderers' nominated on/off site overheads and profit margin would influence and impact on the final adjusted Tender prices as outlined in *Table 10* of this document, its impact to the Working Tender list and at what nominated fictitious variation amount that it would change the relative ranking as outlined in *Table 29* of this document.

Tender Schedule M10 had proposed a fictitious variation amount of \$260,000 for consideration, with *Table 24* of this document summarising the Tenderers' offer. It was noted that whilst FHBWJV has the highest Tender and adjusted Tender price, its on/site overheads and margin nomination is the lowest amongst the Tenderers which indicates their pricing strategy for these works.

Tenderer	Final adjusted Tender prices	On-site O/H	Off-site O/H	Profit margin	M10 Amounts	M10 Adjusted prices
GBJV	\$ 149,208,876.84	32.00%	6.00%	5.00%	\$ 381,981.60	\$ 149,590,858.44
BHBJV	\$ 152,555,469.37	25.00%	5.00%	8.00%	\$ 368,550.00	\$ 152,924,019.37
JH	\$ 187,731,415.40	38.29%	7.90%	3.00%	\$ 399,597.53	\$ 188,131,012.93
FHBWJV	\$ 203,423,244.09	14.00%	10.00%	2.00%	\$ 332,560.80	\$ 203,755,804.89
Note: For the purpose of this sensitivity analysis, adjusted Tender prices, excluding GST were used						

Table 24 – Stage 2: Tenderer' Tender Schedule M10 amounts

The TAP taking into consideration the overall Contract value, noted that the fictitious variation amount nominated in Tender Schedule M10 could be on the lower spectrum of what could eventuate for CN-13712. As such, the sensitivity checks were taken further to ascertain at what nominated fictitious variation amount, would the relative ranking of the Price Score / Index as outlined in *Table 29* of this document change. As outlined in *Section 3.4.4.1* of this document, it was noted with the relative spread of the Price Scores and Non-price Scores, a change in the relative ranking of the Price Score / Index is required to trigger a change in the Best Value Index, BVI relative ranking.

Table 25 of this document outlines the outcome of the first (of two) overheads and margin sensitivity check undertaken and it was noted at approximately \$60.87 million the relative adjusted prices ranking between the bottom two (2) Tenderers' would start to change and at approximately \$64.79 million, the relative adjusted prices ranking between the top two (2) Tenderers' would start to change.

Tenderer	Adjusted Tender prices	M10 adjusted prices	Approx. \$60.87 million variation	Approx. \$64.79 million variation
GBJV	\$ 149,208,876.84	\$ 149,590,858.44	\$ 238,636,646.04	\$ 244,395,753.24
BHBJV	\$ 152,555,469.37	\$ 152,924,019.37	\$ 238,838,694.37	\$ 244,395,294.37
JH	\$ 187,731,415.40	\$ 188,131,012.93	\$ 281,283,344.59	\$ 287,308,045.79
FHBWJV	\$ 203,423,244.09	\$ 203,755,804.89	\$ 281,280,843.69	\$ 286,294,837.29

Note: For the purpose of this sensitivity analysis, adjusted Tender prices, excluding GST were used

Legend - Colour coding was used to differentiate the relative price ranking:

- 1st ranked, adjusted Tender
- 2nd ranked, adjusted Tender price
- 3rd ranked, adjusted Tender price
- 4th ranked, highest adjusted Tender price

Table 25 – Stage 2: Overheads and margin sensitivity checks – 1

Table 26 of this document outlines the outcome of the second (of two) overheads and margin sensitivity check undertaken and it was noted at approximately \$81.76 million, the Best Value Index, BVI relative ranking between the bottom two (2) Tenderers' would start to change and at approximately \$117.80 million, the Best Value Index, BVI relative ranking between the top two (2) Tenderers' would start to change.

These are not variation values contemplated for CN-13712 unless something drastic and beyond the control of TMR does occur. It was therefore concluded there would be no change to the Best Value Index, BVI relative ranking and the relative ranking in the Working Tender list as outlined in Table 29 of this document would remain with no further adjustments. A copy of the full supporting calculations spreadsheet can be found in Attachment 19 of this document.

No other significant issue / risk was noted as part of these overheads and margin checks.

Tenderer	Adjusted Tender prices	BVI	Approx. \$81.76 million variation	BVI	Approx. \$117.80 million variation	BVI
GBJV	\$ 149,208,876.84	8.54	\$ 269,327,398.44	8.540	\$ 322,275,924.84	8.480
BHBJV	\$ 152,555,469.37	8.32	\$ 268,450,269.37	8.457	\$ 319,536,969.37	8.480
JH	\$ 187,731,415.40	7.27	\$ 313,389,469.13	7.935	\$ 368,779,834.30	8.001
FHBWJV	\$ 203,423,244.09	6.40	\$ 308,000,824.89	7.935	\$ 354,098,868.09	8.183

Note: For the purpose of this sensitivity analysis, adjusted Tender prices, excluding GST were used

Legend - Colour coding was used to differentiate the relative price ranking:

- 1st ranked, adjusted Tender
- 2nd ranked, adjusted Tender price
- 3rd ranked, adjusted Tender price
- 4th ranked, highest adjusted Tender price

Table 26 – Stage 2: Overheads and margin sensitivity checks - 2

3.4.5. Dealing with conditions and assumptions

A full comprehensive review of the Tender submissions for conditions and assumption was completed as part of the Tender evaluation process in accordance with TIPDS Vol. 2 by the TAP.

A total of 10 conditions / assumptions was identified, with *Table 27* and *Table 28* of this document outlining the findings of the review endeavour and closeout actions undertaken by the TAP. No further price adjustments was deemed necessary, with a signed and completed Form C7504 - Adjustments for Discrepancy, Conditions and Assumptions included in *Attachment 12* of this document.

Note: This does not cover conditions and assumption in relation to the Unusually Low Bids and Alternative Tenders which are already covered in further detail in *Sections 3.4.2* and *3.4.3* respectively of this document.

All analysis and reviews as summarised in this TAR are based on the original Tender submission prices received on 26 October 2021, that has a Tender validity period of 150 days and due to lapse on 25 March 2022. Under post-tender correspondence PTC-RFI-025 sent to the Tenderers on 1 March 2022 for response by 16 March 2022, an extension to the Tender validity period for a further 120 days, from 25 March 2022 to 23 July 2022 was requested.

In its response to the extension request,

- GBJV had advised of impacts to the price component of its ULB Tender submission, with a price increase of **\$2,984,178** to its ULB Tender's price from \$149,208,877 to \$152,193,055 (excluding GST) and its KRA provisional sum offer as a result of:
 - availability / resourcing impacts with the delay to Contract Award,
 - supply chain impacts with the delay to Contract Award, and
 - construction program impacts and risks with the delay to Contract Award.
- JH had advised of impacts to the price component of its Alternative Tender submission, including a price reduction of **\$19,345,313** to its Alternative Tender's price from \$209,275,010 to \$189,929,697 (excluding GST) and further technical clarifications in relation to the Alternative Tender submission and the submission of a detailed delivery program in relation to the Alternative Tender offer.

In line with the advice the TAP had received on 17 and 21 March 2022 in relation to this procurement / Tender selection process (refer to *Attachment 24* of this document) and with consideration of the Tender assessment processes that remain, specifically the Interactive Process (in relation to the KRA provisional sum offer); further analysis of the condition/s as nominated by JH have not been further considered by the TAP nor has the TAP further responded / acknowledged the Tenderers' response in this regard as directed on 17 March 2022 as outlined in *Attachment 24* of this document.

Please refer to the TAP's Dissenting Statements in *Section 11* of this document for further details.

Tenderer	No. of conditions / assumptions
Bielby Hull Brady Joint Venture (BHB JV)	5
Fulton Hogan BESIX Watpac Joint Venture (FHBWJV)	2
Georgiou BMD Joint Venture (GBJV)	2
John Holland Qld Pty Ltd (JH)	1
Total	10

Table 27 – Stage 2: Tenderers' conditions / assumptions summary

No	Reference / Rating	Description of Condition / Assumption / Action Taken
Bielby Hull Brady Joint Venture (BHB JV)		
1.	CN3 / Non-Fatal	Condition / Assumption: Through a search of publicly available property data, BHB JV became aware that the State of Queensland through TMR, owes a property at 201 Kenmore Road, Kenmore and made an assumption that it would be available and be potentially approved for use under the project. BHB JV then took a unilateral decision without consultation and notice to TMR and had included the proposed use of the property to facilitate the safe construction of Works under the Contract as outlined in BHB JV's TMP outline. Action taken: PTC-RFI-001, closed by TAP on 10/11/2021. Refer to <i>Attachment 6</i> of this document for further details. - Further to the request for clarification from TMR, BHB JV then reconsidered its proposed temporary works methodology and refined its proposal to minimise the proposed impacts to a six-metre strip within TMR's property boundary, which would be used to construct a new sealed access track for residents and the existing Vidgen Lane to then be utilised for construction access to ensure there is clear separation between the works and the private residential private vehicles in the interests of safety. - Should the revised proposal not be approved, BHB JV would allow for extra traffic control along Vidgen Lane instead to manage the conflicting traffic streams. Either option would have no impact to BHB JV's Tender price, overall staging / program, TMP to be updated post Contract Award if successful
2.	CN4 / Non-Fatal	Condition / Assumption: The following commentary on the use of a truss system was noted by the TAP in BHB JV's Tender Schedule EC1 submission: "The precast T-girders will be supported by a truss system to deliver the girders from Span 2 into Span 3 where the 500t barge crane will pick the girders for the remaining bridge. A similar truss support system will be installed at Span 6 allowing these girders to be installed utilising a dual lift from the barge crane and a land-based crane behind the abutment" and "At Span 6 on the northbound bridge it has been identified that due to river depth and pier locations this girder span cannot be installed as a single lift. Span 6 will be installed by initially placing the girder onto a temporary truss with the barge crane, moving the girder on truss towards shore, where it can then be picked in a dual lift from land and barge." Action taken: PTC-RFI-004, closed by TAP on 23/11/2021. Refer to <i>Attachment 6</i> of this document for further details. - BHB JV advised that the truss system proposed would only be used on the new N/B bridge and not on the existing bridges and is to assist with the delivery of the girders which are lifted by the barge crane (truss is static and is not acting as a 'crane'). - The truss itself is reused from the Houghton Highway Bridge Duplication project and primarily helps to reduce the required crane radius and had been used successfully on the Mary River Bridge on the Cooroy to Curra project. - BHB JV has undertaken initial analysis for the truss capacity and loadings imposed and have assessed it to be adequate and suitable - TAP emphasised that all risk, liability, obligations and responsibility of Temporary Works design, construction and use under the Contract lies with the Contractor including all planning, scheduling, sequences, methods and techniques necessary - Fission in its ULB recommendation report agrees and assessed that this proposal would provide BHB JV with some an innovation cost advantage but there is some risk with its approval. Refer to <i>Attachment 13</i> of this document for further details.

No	Reference / Rating	Description of Condition / Assumption / Action Taken
		Bielby Hull Brady Joint Venture (BHB JV)
3.	CN1 / Non-Fatal	Condition / Assumption: The following commentary was noted by the TAP in BHB JV's Tender Schedule S3 – Traffic Management Plan Outline • "Stage 3: The existing pedestrian path coming from Spinkbrae Street to be closed as part of the design and the new maintenance access track to be constructed." and • "Stage 4: Existing ped path from Spinkbrae Street to be closed as part of the design and the new maintenance access track to be constructed." Dispensation of MRTS02.1 – Traffic Provisions Annexure requirements in relation to closure of Spinkbrae Street footpath • MRTS02.1 prescribes that the pedestrian and bike access path from/to Spinkbrae Street must be maintained at all times, and • The contractor is to maintain all existing active transport network or equivalent network at all times within the project site. Action taken: PTC-RFI-005, closed by TAP on 17/11/2021. Refer to <i>Attachment 6</i> of this document for further details. • BHB JV reiterated intent to comply with the Contract requirements and confirmed there is no requirement to close the existing pedestrian path to/from Spinkbrae Street or any other pathway; at any stage during the works and that the wording in the TMP was noted in error and would be updated for Administrator's approval if successful. • BHB JV confirmed a temporary section of path will be constructed and a temporary fence will be erected and maintained to facilitate access during construction and uninterrupted active user access past the works with adequate signage erected to provide direction. • BHB JV confirmed no impacts to traffic / staging / program including cost and time in relation to its Tender submission and this matter.
4.	CN1 / Non-Fatal	Condition / Assumption: BHB JV's Tender submission for Tender Schedule S2 - Environmental Management Plan, Outline; stated the following in several sections in relation to the Working Days and Working Hours which is outside the allowable working hours of Mon-Sat 7:00am – 5:00pm (Item 33A, General Conditions of Contract Annexure). • Standard Hours: 7am to 6pm; Non-Standard Hours – Evening: 6pm to 10pm; Non-Standard Hours – Night Time: 10pm to 7am Action taken: PTC-RFI-009, closed by TAP on 26/11/2021. Refer to <i>Attachment 6</i> of this document for further details. • BHB JV confirms and acknowledges the working days and hours applicable under the Contract as listed in Annexure A Item 33A. • BHB JV advised the inclusion of a "standard hours" finishing time of 6pm was in error and carried over from a previous draft EMP and would amend the EMP for approval by the Administrator if BHB JV is in this Tender and further noted that works (ie working on roadways as per MRTS02.1 and accepting materials travelling on over dimensions permits) would need to be undertaken outside of working hours and approval would be sought from the Administrator in accordance with Clause 32 of the General Conditions of Contract as early as possible and prior to any works being undertaken. • BHB JV confirmed that there are no impacts to traffic staging, program or productivity including time or cost for the compliance

No	Reference / Rating	Description of Condition / Assumption / Action Taken
		Bielby Hull Brady Joint Venture (BHB JV)
5.	CN2 / Non-Fatal	Condition / Assumption: BHB JV's Tender Schedule S3 – Traffic Management Plan Outline, had not fully articulated the compliance and/or a list of the departures from, and/or amendments to the requirements of Technical Specification Annexure – MRTS02.1 – Provision for Traffic (Document: 6.007 MRTS02.1_NTT21), where it is stated: "the minimum posted speed for Centenary Highway when the site is inactive is 80km/hr with the note: "The minimum speed requirements are stipulated to maintain traffic throughput and to avoid unnecessary traffic delays. Any further dispensation to the requirement as stipulated, for short durations and on extenuating circumstances; may be considered at the absolute discretion of the Principal and Administrator for approval." (note for avoidance of doubt, "short durations" is less than 1 work shift in this particular instance). Action taken: PTC-RFI-011, closed by TAP on 13/12/2021. Refer to <i>Attachment 6</i> of this document for further details - BHB JV confirmed it has completed an initial assessment and preliminary design of the TTM but is yet to complete a full TTM design during the Tender phase which would be completed post Contract Award if successful and advised it has not identified any elements of MRTS02.1 that BHB JV cannot comply with including the minimum lane widths and shoulder widths on the existing and future carriageways and therefore BHB JV do not have a list of non-compliances in this regard - BHB JV acknowledged the QGTTM and MRTS02.1 requirements of 80km/hr with 3.5m lane widths and 0.5m shoulders and noted that a risk assessment as per the MUTCD and QGTTM requirements could be necessary against the fixed site constraints including the width of the existing bridge and where required have allowed for temporary pavements to accommodate the specified lane and shoulder widths and barrier footprint and that TMR's clarification of "short durations" is consistent with the Tenderer's interpretation - BHB JV did however acknowledge that its submitted TMP did propose the closure of the Sinnamon Road off ramp which is not in compliance with MRTS02.1 items 2.5 and 3.2, whilst noting this closure would help improve constructability of the pavement tie-ins, but confirmed that the exclusion of this ramp closure would not have any staging, program, time or cost impacts to BHB JV's Tender submission. The pavement tie-ins would instead be constructed at night under lane closures as permitted by MRTS02.1 item 3.2. The TAP agreed to not further progress this issue as part of the current Tender Assessment process as it is not unique to BHB JV and it is something all four (4) Tenderers are grappling with, largely in part due to the conditions as prescribed in MRTS02.1 might not be fully achievable in lieu of existing site constraints. The TAP had also been further advised in Jan 2022 that TMR's E&T branch is now exploring a reduction to the current AGTTM / QGTTM requirements and reverting back to the previous MUTCD requirements in March 2022, in particular that of 3.2m lane widths for the 70-90km/h speed environment which might then closeout this issue. It was therefore resolved that the TTM requirements and compliance to MRTS0.1 be further addressed and worked through by the project team with the successful Contractor post Contract Award as Contractor's risk, whilst noting that any dispensation to the requirements of MRTS02.1 as stipulated, for short durations and on extenuating circumstances; may be considered at the absolute discretion of the Principal and Administrator with no guarantee of approval.

No	Reference / Rating	Description of Condition / Assumption / Action Taken
		Fulton Hogan BESIX Watpac Joint Venture (FHBWJV)
6.	CN2 / Non-Fatal	Condition / Assumption: FHBWJV's Tender Schedule S3 – Traffic Management Plan Outline, had not fully articulated the compliance and/or a list of the departures from, and/or amendments to the requirements of Technical Specification Annexure – MRTS02.1 – Provision for Traffic (Document: 6.007 MRTS02.1_NTT21), where it is stated: "the minimum posted speed for Centenary Highway when the site is inactive is 80km/hr with the note: "The minimum speed requirements are stipulated to maintain traffic throughput and to avoid unnecessary traffic delays. Any further dispensation to the requirement as stipulated, for short durations and on extenuating circumstances; may be considered at the absolute discretion of the Principal and Administrator for approval." (note for avoidance of doubt, "short durations" is less than 1 work shift in this particular instance). Action taken: PTC-RFI-012, closed by TAP on 13/12/2021. Refer to <i>Attachment 6</i> of this document for further details - FHBWJV confirmed based on its analysis, the requirements of MRTS02.1 cannot be fully achieved within the project limits and existing physical site constraints, due to the requirements stated in Austroads Road Design Manual, AGTTM / QGTTM, as raised in CIC FHBWJV-016, dated 6/10/21. (TMR RFI_098 closed 8/10/2021). - The analysis was based on the original 3.2m lane width and not the revised 3.5m lane width as included in the revised MRTS02.1 (NTT 21), which would further exacerbate the non-compliances. A reduction to a lower design speed of 70 km/hr (60 km/hr posted limit) is required or extensive changes would be needed to the vertical and horizontal geometry of the new bridge, the northern and southern tie-in points to the Centenary Highway which would have significant time and cost implications - Multiple issues (some safety related) were noted for full compliance to MRTS02.1. FHBWJV confirmed the following non-compliance: - northbound on-ramp and Centenary Highway northbound carriageway from 5 April 2023 to 14 August 2025, when traffic is switched onto the temporary Northbound on ramp in April 2023 due to insufficient room for the required 80km/h merge taper. - Centenary Highway southbound carriageway from 15 April 2024 to 14 August 2025, when southbound Centenary Highway traffic is switched onto the newly constructed bridge in April 2024. The 80km/h speed requirement cannot be met due vertical and horizontal geometry constraints of the new bridge location and the tie-in point on the existing Centenary Highway. The TAP agreed to not further progress this issue as part of the current Tender Assessment process as it is not unique to FHBWJV and it is something all four (4) Tenderers are grappling with, largely in part due to the conditions as prescribed in MRTS02.1 might not be fully achievable in lieu of existing site constraints. The TAP had also been further advised in Jan 2022 that TMR's E&T branch is now exploring a reduction to the current AGTTM / QGTTM requirements and reverting back to the previous MUTCD requirements in March 2022, in particular that of 3.2m lane widths for the 70-90km/h speed environment which might then closeout this issue. It was therefore resolved that the TTM requirements and compliance to MRTS0.1 be further addressed and worked through by the project team with the successful Contractor post Contract Award as Contractor's risk, whilst noting that any dispensation to the requirements of MRTS02.1 as stipulated, for short durations and on extenuating circumstances; may be considered at the absolute discretion of the Principal and Administrator with no guarantee of approval.

No	Reference / Rating	Description of Condition / Assumption / Action Taken
		Fulton Hogan BESIX Watpac Joint Venture (FHBWJV)
7.	CN1 / Non-Fatal	Condition / Assumption: The TAP noted multiple references to a temporary works – overhead gantry / truss system in FHBWJV's Tender Schedule S3 – Traffic Management Plan Outline and Tender Schedule EC1 submission. This is proposed to be used to facilitate construction activities under the Contract and for a reduced reliance on other oversized land / water based lifting cranes. Whilst all risk, liability, obligations and responsibility of Temporary Works design, construction and use under the Contract lies with the Contractor including all planning, scheduling, sequences, methods and techniques necessary, there are however concerns if the existing aging and deteriorated substructure of the current bridges would have the structural capacity and/or are in a suitable condition to support FHBWJV's proposed gantry crane and truss system Action taken: An initial concept level feasibility review of FHBWJV's proposal was undertaken at the request of the TAP by AECOM (Specialist advisor and design consultant who undertook the conforming Tender's design for the project) and TMR's E&T branch and it concluded that the concept construction methodology provided in the submission appears feasible for both the existing southbound and new northbound bridges. However, AECOM noted there is insufficient information included in the Tender submission to undertake a full comprehensive review or for a definitive conclusion to be made. Several technical / design issues were raised including commentary in relation to a comparison of structural capacities to the project's bridge assessment report, which was not produced, nor is applicable, for this purpose. AECOM recommended that FHBWJV should carry out its own proof of concept capacity assessment including a detailed assessment report, drawings and calculations certified by an experienced RPEQ in this area. To provide additional confidence to the feasibility of the design concept to TMR, a further engineering design review would need to be commissioned, at an additional cost and with a lead time of up to three (3) weeks for AECOM to complete the modelling and design calculations upon receipt of the relevant information from the Tenderer. The TAP took instructions from the Principal's Representative John Ryan and Project Director Jeffrey Weeks in this regard and was directed to assume the construction methodology outlined by the Tenderers are all viable and that assessment of the viability of the construction methodology is in the purview of the Principal. Any as required viability assessment of the construction methodology would be undertaken prior to Contract Award by the Principal and is not part of the current Tender assessment process The TAP deliberated in TAP meeting No 3 on 18/11/2021, with the minutes included in <i>Attachment 22</i> of this document and agreed in this instance to not further progress the detailed engineering design review at present and if required it would be progressed by the Principal on the basis that FHBWJV's Tender submission is not a true Tender in Contention being the highest adjusted price conforming Tender as outlined in <i>Table 29</i> of this document and at the same time with the inclusion of the planning and design costs to date and future Principal's requirements during the construction and finalisation phases; FHBWJV's Tender would far exceed the currently available project budget of \$244 million as outlined in <i>Table 1</i> of the document, but not provide any improvement in project deliverables in relation to other (more competitively priced) conforming Tender submissions nor would qualify as a Value for Money offer.

No	Reference / Rating	Description of Condition / Assumption / Action Taken
Georgiou BMD Joint Venture (GBJV)		
8.	CN1 / Non-Fatal	Condition / Assumption: GBJV's Tender Schedule S3 – Traffic Management Plan Outline indicated the closure of the footpath at Spinkbrae Street as part of the Temporary Traffic Management Layout - Stage 3, Sheet 2. Dispensation of MRTS02.1 – Traffic Provisions Annexure requirements in relation to closure of Spinkbrae Street footpath - MRTS02.1 prescribes that the pedestrian and bike access path from/to Spinkbrae Street must be maintained at all times, and - The contractor is to maintain all existing active transport network or equivalent network at all times within the project site. Action taken: PTC-RFI-006, closed by TAP on 17/11/2021. Refer to <i>Attachment 6</i> of this document for further details. - GBJV confirmed it is not their intent nor proposal to close the footpath to/from Spinkbrae Street, with construction for Works under the Contract to be staged and programmed to maintain pedestrian a bike access at all times and with further emphasis that Vulnerable Road Users would be accommodated during any and all period(s) of works adjacent to paths, including tie-ins, - The diagram in the TMP to be replaced for Administrator's approval if GB JV is successful, as it had outlined a previous schematic which GB JV did not proceed with and the drafting error was not identified during the compilation of our submission, - Proposed overhead gantry rail truss construction methodology virtually eliminates any interaction with the active transport path, - There are no resulting impacts in respect of traffic staging / programming / cost / time in relation to this matter.
9.	CN2 / Non-Fatal	Condition / Assumption: GBJV's Tender Schedule S3 – Traffic Management Plan Outline, had not fully articulated the compliance and/or a list of the departures from, and/or amendments to the requirements of Technical Specification Annexure – MRTS02.1 – Provision for Traffic (Document: 6.007 MRTS02.1_NTT21), where it is stated: "the minimum posted speed for Centenary Highway when the site is inactive is 80km/hr with the note: "The minimum speed requirements are stipulated to maintain traffic throughput and to avoid unnecessary traffic delays. Any further dispensation to the requirement as stipulated, for short durations and on extenuating circumstances; may be considered at the absolute discretion of the Principal and Administrator for approval." (note for avoidance of doubt, "short durations" is less than 1 work shift in this particular instance).

No	Reference / Rating	Description of Condition / Assumption / Action Taken
Georgiou BMD Joint Venture (GBJV)		
9.	CN2 / Non-Fatal	Action taken: PTC-RFI-013, closed by TAP on 13/12/2021. Refer to <i>Attachment 6</i> of this document for further details - GBJV confirmed that its proposed traffic staging, works program and Tender price submission, fully complies with MRTS02.1 and is based upon a minimum posted speed for Centenary Highway, when the site is inactive, of 80-km/hr, minimum lane width of 3.5m and minimum posted speed and lane width of all ramps and local roads are in accordance with MRTS02.1 and there is no plan to close the Southbound exit ramp for any traffic stage, - GBJV will however seek dispensation in lane widths (3.0m) and speed (60km/h) for works beneath the Kenmore Road overpass because of the existing bridge piers and prevailing narrow shoulders that cannot achieve the requirements of MRTS02.1 for a total of 21-days in the overall 40-month of construction period, seven (7) days in September 2022 and 14 days in February 2025 The TAP agreed to not further progress this issue as part of the current Tender Assessment process as it is not unique to GBJV and it is something all four (4) Tenderers are grappling with, largely in part due to the conditions as prescribed in MRTS02.1 might not be fully achievable in lieu of existing site constraints. The TAP had also been further advised in Jan 2022 that TMR's E&T branch is now exploring a reduction to the current AGTTM / QGTTM requirements and reverting back to the previous MUTCD requirements in March 2022, in particular that of 3.2m lane widths for the 70-90km/h speed environment which might then closeout this issue. It was therefore resolved that the TTM requirements and compliance to MRTS0.1 be further addressed and worked through by the project team with the successful Contractor post Contract Award as Contractor's risk, whilst noting that any dispensation to the requirements of MRTS02.1 as stipulated, for short durations and on extenuating circumstances; may be considered at the absolute discretion of the Principal and Administrator with no guarantee of approval.
John Holland Qld Pty Ltd (JH)		
10.	CN2 / Non-Fatal	Condition / Assumption: JH's Tender Schedule S3 – Traffic Management Plan Outline, had not fully articulated the compliance and/or a list of the departures from, and/or amendments to the requirements of Technical Specification Annexure – MRTS02.1 – Provision for Traffic (Document: 6.007 MRTS02.1_NTT21), where it is stated: "the minimum posted speed for Centenary Highway when the site is inactive is 80km/hr with the note: "The minimum speed requirements are stipulated to maintain traffic throughput and to avoid unnecessary traffic delays. Any further dispensation to the requirement as stipulated, for short durations and on extenuating circumstances; may be considered at the absolute discretion of the Principal and Administrator for approval." (note for avoidance of doubt, "short durations" is less than 1 work shift in this particular instance).

No	Reference / Rating	Description of Condition / Assumption / Action Taken
		John Holland Qld Pty Ltd (JH)
10.	CN2 / Non-Fatal	Action taken: PTC-RFI-014, closed by TAP on 13/12/2021. Refer to <i>Attachment 6</i> of this document for further details - JH confirmed that they undertook a comprehensive traffic engineering risk assessment for the project and concluded that a speed reduction to 60km/h during some construction stages was appropriate as raised in JH RFI02 dated 17/09/21 (TMR RFI_49, closed 29/9/2021) including temporarily relocating the shared path to the new northbound bridge during the refurbishment of the existing (southbound) bridge due to existing site geometric constraints / features - Maintaining 3.0/3.5m wide lanes and 80km/h posted speed is not feasible without significant cost prohibitive and time-consuming high impact temporary works and an increased risk profile, JH has not quantified the impacts to cost, time and staging if the dispensation is not allowed as the alternative is considered infeasible and contrary to safe and efficient delivery of the project - Reducing the posted speed to 60km/h would also likely reduce the severity and frequency of road crashes and over the 1.2km section between Sinnamon Rd and Kenmore Rd bridge, will result difference of 18 seconds under 'free flow' traffic conditions - Southbound exit ramp to Sinnamon Rd (DFO) was initially proposed as a 60 day closure (which complies with the initial version of the MRTS02.1 and is subject to Administrator approval). However on further review, JH can deliver the works under a single seven (7) days rather than the initially proposed 60 days closure at no further impacts to cost and time to TMR through the construction of a temporary southbound off-ramp side-track to allow construction of the pavement over the existing southbound lanes. - New Northbound bridge will be reduced to 60km/h for both directions, under contra-flow from February 2024 to April 2025 when southbound traffic is switched back to the refurbished existing bridge. The TAP agreed to not further progress this issue as part of the current Tender Assessment process as it is not unique to JH and it is something all four (4) Tenderers are grappling with, largely in part due to the conditions as prescribed in MRTS02.1 might not be fully achievable in lieu of existing site constraints. The TAP had also been further advised in Jan 2022 that TMR's E&T branch is now exploring a reduction to the current AGTTM / QGTTM requirements and reverting back to the previous MUTCD requirements in March 2022, in particular that of 3.2m lane widths for the 70-90km/h speed environment which might then closeout this issue. It was therefore resolved that the TTM requirements and compliance to MRTS0.1 be further addressed and worked through by the project team with the successful Contractor post Contract Award as Contractor's risk, whilst noting that any dispensation to the requirements of MRTS02.1 as stipulated, for short durations and on extenuating circumstances; may be considered at the absolute discretion of the Principal and Administrator with no guarantee of approval.

Table 28 – Stage 2: Tenderers' conditions / assumptions details

3.4.6. Working Tender list

In accordance with TIPDS Vol 2 and *Sections 3, 3.3 and 3.4* of this document, the Non-price Index from *Table 6* of this document and the adjusted Tender prices from *Table 10* of this document are then used to calculate the Price Score, PS; with GBJV's adjusted Tender price designated as the threshold price adopted for this purpose of this price assessment.

Table 29 of this document, further outlines the Price Score, Price Index, Non-price Index, and Best Value Index of the Tenders received with the relative ranking of the submissions. A signed and completed Form C7506 Working Tender List for Price Assessment can be found in *Attachment 20* and Form C7507 Working Tender List for Price and Non-price Assessment can be found in *Attachment 21* of this document.

Note: All analysis and reviews as summarised in this TAR are based on the original Tender submission prices received on 26 October 2021, that has a Tender validity period of 150 days and due to lapse on 25 March 2022.

Under post-tender correspondence PTC-RFI-025 sent to the Tenderers on 1 March 2022 for response by 16 March 2022, an extension to the Tender validity period for a further 120 days, from 25 March 2022 to 23 July 2022 was requested. In its response to the extension request, two of the four Tenderers had advised of impacts to their Tender submission/s (JH in relation to its Alternative Tender submission's price component only and GBJV in relation to its ULB Tender submission's price component and KRA provisional sum offer).

In line with the advice the TAP had received on 17 and 21 March 2022 in relation to this procurement / Tender selection process (refer to *Attachment 24* of this document) and with consideration of the Tender assessment processes that remain, specifically the Interactive Process (in relation to the KRA provisional sum offer); further analysis of the condition/s as nominated by JH have not been further considered by the TAP nor has the TAP further responded / acknowledged the Tenderers' response in this regard as directed on 17 March 2022 as outlined in *Attachment 24* of this document.

Please refer to the TAP's Dissenting Statements in *Section 11* of this document for further details.

Tenderer	Adjusted Tender price, excl GST	Price Score, PS	Price Index, PI	Non-price Index, NPI	Best Value Index, BVI	Relative Ranking
BHBJV Alternative	\$148,955,469.37	9.98	6.99	1.48	8.47	* Excluded
GBJV	\$149,208,876.84	10.00	7.00	1.54	8.54	1
BHBJV	\$152,555,469.37	9.78	6.84	1.48	8.32	2
JH	\$187,731,415.40	7.42	5.19	2.08	7.27	3
FHBWJV	\$203,423,244.09	6.37	4.46	1.94	6.40	4
JH Alternative	\$209,275,010.78	5.97	4.18	2.08	6.26	* Excluded
Legend: * Please refer to <i>Section 3.4.3</i> for further details and commentary on the exclusion of the Alternative Tenders from further consideration as 'Tenders in Contention'.						

Table 29 – Stage 2: Price assessment, Working Tender list (Price and Non-Price)

3.5. Stage 2 – Tenders in contention and 'Top Ranked' Tender

From the evaluation and analysis undertaken as outlined in this TAR, *Table 30* of this document outlines the four (4) remaining Tenders in Contention based on the relative Best Value Index, BVI ranking.

Tenderer	Adjusted Tender price, excl GST	Best Value Index, BVI	Relative Ranking
Georgiou BMD Joint Venture (GBJV)	\$ 149,208,876.84	8.54	1
Bielby Hull Brady Joint Venture (BHB JV)	\$ 152,555,469.37	8.32	2
John Holland Qld Pty Ltd (JH)	\$ 187,731,415.40	7.27	3
Fulton Hogan BESIX Watpac Joint Venture (FHBWJV)	\$ 203,423,244.09	6.40	4

Table 30 – Stage 2: Tenders in Contention

On this basis, the TAP for CN-13712 recommends that **Georgiou BMD Joint Venture (GBJV)** progresses to the Interactive Process as the Tenderer with the Top Ranked Tender as part of this Stage 2 – Request for Tenders procurement and selection process.

Note: As outlined in *Section 3.4.3.2* of this document, with project scope, time and cost beyond the purview, authority and delegation of the TAP. It suggests the Principal at its discretion further explore the merits of the JH (two new bridges) Alternative Tender scope / submission, if it is of further interest, in line with Clause 17 of C7821 - Conditions of Tendering.

All analysis and reviews as summarised in this TAR are based on the original Tender submissions received on 26 October 2021, that has a Tender validity period of 150 days and are due to lapse on 25 March 2022. Please refer to the TAP's Dissenting Statements in *Section 11* of this document for further details.

3.6. Stage 2 – Interactive Process

The Tenderer with the 'Top Ranked Tender' would be invited to participate in an Interactive Process with the Principal's Representative once this TAR is approved, where they would discuss the Tenderer's Envelope Three provisional sum offer in relation to the Key Result Areas (KRA).

The Interactive Process is scheduled to take place from March 2022 to April 2022 at the discretion of the Principal. As outlined in the TEP and *Section 1* of this document, in the event where the Interactive Process does not yield an acceptable outcome for the Principal, the Principal's Representative at its discretion reserves the right to advise the Tenderer with the Top-Ranked Tender of the non-acceptance of the Tenderer's provisional sum offer and invite the Tenderer with the next highest ranked Tender as outlined in *Table 30* of this document to commence the Interactive Process.

On the successful completion of the Interactive Process, the Principal Representative would provide a file note to the TAP outlining the process undertaken as part of the Interactive Process and confirming the tentative 'Best Tender' for progression of the final P-Schedule checks.

4. P-Schedules checks

P-Schedules checks would be progressed for the tentative 'Preferred Tenderer' at the successful completion of the Stage 2 – Interactive Process. An addendum outlining the outcome of the P-Schedules assessment would be added to this TAR prior to the recommendation of the 'Best Tender' and 'Preferred Tenderer'.

5. 'Best Tender' and 'Preferred Tenderer'

On the successful completion of the Interactive Process and the P-Schedules checks, the TAP is to provide an addendum to this TAR including the file note from the Principal's Representative confirming the recommendation of the 'Best Tender' and the 'Preferred Tenderer' for CN-13712 for progression of financial approval and contract award.

6. Tender Assessment Panel meetings

In accordance with the approved TEP, dated 7 May 2021, the Addendum to the TEP, dated 3 September 2021 and TIPDS Vol 2, seven (7) TAP meetings were held to allow panel members' discussions and deliberations and final Non-price and Price scores moderations and agreement. Please refer to *Attachment 22* of this document for the approved minutes of these TAP meetings.

7. Probity

An independent third-party Probity Advisor was engaged as per the project's Probity Plan and TIPDS Volume 2 as outlined.

Name: Darren Laarhoven

Title: Managing Partner

Company: UHY Haines Norton, Chartered Accountants & Business Advisors

Darren as the project's Probity Advisor had provided probity related advice to the TAP and wider project team including the undertaking of several probity briefings for the project and had attended all TAP meetings including meetings with specialist advisors, and the Tenderers for ULB and Alternative Tenders clarification and noted that the Tender evaluation process was carried out in accordance with the TEP and Tender documents.

Darren as the project's Probity Advisor, is satisfied that nothing has come to his attention that causes him / the TAP to believe that appropriate probity procedures and processes were not in place and followed, including compliance with the TEP except for those matters noted at *Section 11 – TAP's Dissenting Statements* of this document and the observation paragraph contained in the Probity Report appended as *Attachment 23* to this TAR.

8. Specialist advisors

Input and advice from the following specialist advisors as outlined in *Table 31* of this document were considered by the TAP as part of the Tender evaluation process. It is to be further noted that not all specialist advisors were provided documents / information in relation to the actual Tender submissions, and some were only providing general subject matter advice and/or information on the previous planning phase activities.

No.	Subject Area	Name	Agency / Company
1.	Structural Design	Huma Hussain	TMR / E&T
2.	Structural Design	Torill Pape	TMR / E&T
3.	Manufacture of concrete components	Wayne Roberts	TMR / E&T
4.	Tender assessment process	Andrew Wheeler	TMR / Metro
5.	Tender assessment process	John Ryan	TMR / Metro
6.	Price assessment and specialist advisors coordination	Gautham Nair	TMR / Metro
7.	Price assessment and specialist advisors coordination	David Nghi	TMR / Metro
8.	Price assessment and traffic provisions	Imran Qaiser	TMR / Metro
9.	Workplace Health and Safety	Geoff Hewton	TMR / Metro
10.	Alternative Tender assessment	Robert Maxwell	TMR / Metro
11.	Alternative Tender assessment	Satyam Thakar	TMR / Metro
12.	Project safety and reporting	Scott McKeown	TMR / Metro
13.	Marine / waterway operations	Glenn Hale	TMR / MSQ
14.	Marine / waterway operations	Jonathan Beatty	TMR / MSQ
15.	BPP / BPIC / KRA	Deanne Hawkswood	TMR / ODDG IMD
16.	BPP / BPIC / KRA	Dean Misso	TMR / ODDG IMD
17.	Client-Side Safety Governance	Rohan Davis	TMR / ODDG IMD
18.	Client-Side Safety Governance	Bruce Ollason	TMR / IMD
19.	Contracts, procurement and Tender assessment advice	Stephen How Lum	TMR / PMD
20.	Contracts and Tender assessment	Allan Uhlmann	TMR / PMD
21.	Contracts and Tender assessment	Graham Hobbs	TMR / PMD
22.	Contracts and Tender assessment	Dale Cunningham	TMR / PMD
23.	Contracts and Tender assessment	Masum Ahmed	TMR / PMD
24.	Contracts and Tender assessment	Kay Harding	TMR / PMD
25.	Legal advice on Tender assessment	Jane Learmonth	TMR / Legal Services
26.	Legal advice on Tender assessment	Jordan Smith	TMR / Legal Services
27.	Legal advice on Tender assessment	Cameron Gascoyne	Clayton Utz
28.	Training provisions / KRA	Sean Cummiskey	Construction Skills Qld
29.	Civil and Structural Design and cost estimates	Various through Graham Murray	AECOM / Ranbury
30.	Unusually Low Bids assessment	Dafydd Griffiths	Fission
31.	Unusually Low Bids assessment	Brendan McGillion	Fission
32.	BPP / BPIC / KRA	Scott Gartrell	KPMG
33.	Contract administration	Peter Konechy	SMEC

Table 31 – Stage 2: Specialist advisors

9. Reference documents

The following reference documents were used as part of this Tender evaluation process for CN-13712:

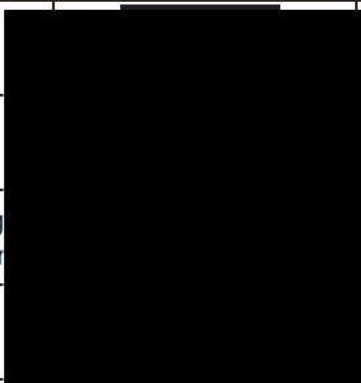
- Centenary Bridge Upgrade – Preliminary Evaluation Report, dated December 2018
- Centenary Bridge Upgrade – Building Queensland Business Case, dated June 2019
- Centenary Bridge Upgrade – Project Plan, dated 24 June 2020
- Centenary Bridge Upgrade – Procurement Plan, dated 31 January 2019
- Centenary Bridge Upgrade – Procurement Plan Addendum No 1, dated 17 March 2020
- Centenary Bridge Upgrade – Procurement Plan Addendum No 2, dated 7 May 2021
- Centenary Bridge Upgrade – Probity Plan, dated 7 May 2021
- Centenary Bridge Upgrade – Tender Evaluation Plan, dated 7 May 2021
- Centenary Bridge Upgrade – Tender Evaluation Plan Addendum, dated 3 September 2021
- Centenary Bridge Upgrade – Detailed Design – Basis of Estimate Report (P50/P90), dated 12 January 2021 (AECOM / Ranbury)
- Centenary Bridge Upgrade – TMR C7821 – Conditions of Tendering – Transport Infrastructure Contract, March 2021
- Centenary Bridge Upgrade – TMR C7822 – Conditions of Tendering Annexure – Transport Infrastructure Contract, March 2021
- Centenary Bridge Upgrade – TMR C7831 – General Conditions of Contract, Annexure A (Contract Details) – Construct Only Contract, March 2021
- Centenary Bridge Upgrade – TMR Specification (Measurement), MRS01 Introduction to Technical Specifications, March 2021
- Centenary Bridge Upgrade – TMR Technical Specification Annexure, MRTS02.1 Provision for Traffic, July 2021
- IIC Communique, Gate 2 – Approval of Preliminary Evaluation, dated 12 December 2018
- IIC Communique, Gate 3 – Approval of Business Case for preferred solution, dated 26 June 2019
- IIC Communique, Gate 4 – Approval of Procurement Strategy / EOLs for the preferred solution, dated 30 June 2021.
- Project Commencement Approval, dated 10 December 2020
- National Land Transport Act – Investment Project Approval No. QPT342089, dated 16 March 2021
- TMR Transport Infrastructure Project Delivery System (TIPDS), Volume 2, October 2020
- TMR Design Criteria for Bridges and Other Structures Manual, February 2021
- Austroads Guide to Temporary Traffic Management Part 3: Static Worksites, December 2019
- Queensland Guide to Temporary Traffic Management Part 3: Static Worksites, November 2021
- AS / NZS 5100: Bridge Design
- Queensland Procurement Policy, 2021
- TMR – Best Practice Industry Conditions for Transport Civil Construction Projects (Transport BPIC), December 2020
- TMR Project Cost Estimating Manual, Seventh Edition, July 2017

10. Approval – Tender Assessment Report

In line with the TEP, the Panel is seeking endorsement of the Top-Ranked Tender:

Top-Ranked Tender at the end of Stage 2:	Georgiou BMD Joint Venture (GBJV) *
* Note: Please refer to the TAP's Dissenting Statements in Section 11 of this document for further details.	

Endorsement Panel Member

Responsibilities of Panel Member			
The Panel Members are responsible for but not limited to: • endorsing content and recommendations of TAR • ensuring all evaluation material is held in a secure location at all times • evaluating all offers in accordance with the TEP and documenting all outcomes in this TAR • maintaining the highest standards of probity, transparency and official conduct • assisting the Panel Chair with the compilation of the final TAR. As a Panel Member, I acknowledge and confirms that this Tender Evaluation has been completed in line with the above-mentioned requirements and/or otherwise noted in the Dissenting Statements in <i>Section 11</i> of this document.			
Member Name	Position Title	Signature	Date
Junwei Ang	Principal Engineer (Civil)		24/03/2022
Jeffrey Weeks	Project Director (Centenary Bridge Upgrade)		24/03/2022
Gavin Allen	Assurance and Performance Manager (Office of the Deputy Director-General)		24/03/2022
Trevor Land *	Regional Project Director (Significant Projects)		24/03/2022

(* **Note:** Participated as a Panel Member up to the completion of the evaluation process. Following this, the individual provided a role to the TAP as a Specialist Advisor. Accordingly, the endorsement as a Panel Member relates only to the evaluation of the Non-price component of the report only)

Endorsement Panel Chair

Responsibilities of Panel Chair	
The Panel Chair is responsible for: • completion, seeking endorsement and approving content of the TAR • chairing all meetings of the TAP • monitoring and actioned any conflict of interests which occurred throughout the evaluation • seeking expertise from other sources on matters relevant to evaluation deliberations (where required) • evaluating all offers in accordance with the TEP and documenting all outcomes in this TAR • addressing any challenges to the evaluation process • maintaining the highest standards of probity, transparency and official conduct. As a Panel Chair, I acknowledge and confirms that this Tender Evaluation has been completed in line with the above-mentioned requirements and/or otherwise noted in the Dissenting Statements in <i>Section 11</i> of this document.	
Name:	Junwei Ang
Position Title:	Principal Engineer (Civil)
Branch:	PDO / Metropolitan Region
Signature:	
Date:	24/03/2022

Endorsement Probity Advisor

Responsibilities of Probity Advisor	
The Probity Advisor is responsible for: • attending all meetings of the TAP • ensuring that offers are evaluated in accordance with the TEP and all outcomes are documented in this TAR by the TAP • ensuring that the TAP endorses content and recommendations of TAR • ensuring that any conflict of interests which occurred throughout the evaluation are monitored and actioned by the TAP • ensuring any challenges to the evaluation process are monitored and addressed by the TAP • ensuring that the TAP maintains the highest standards of probity, transparency, and official conduct. As a Probity Advisor, I am satisfied that nothing has come to my attention that causes us to believe that appropriate probity procedures and processes were not in place and followed, including compliance with the Tender Evaluation Plan except for those matters noted at <i>Section 11 - TAP's Dissenting Statements</i> and the observation paragraph contained in the Probity Report appended as <i>Attachment 23</i> to this report.	
Probity Advisor engaged?	☒ Yes ☐ No
Company:	UHY Haines Norton
Name:	Darren Laarhoven
Additional comments:	
Signature:	
Date:	

Endorsement Procurement Delegate

As a Procurement Delegate with the appropriate level of delegation, I am satisfied that this request: • meets the requirements of the TMR procurement procedures • the evaluation was conducted in accordance with the associated and approved invitation documentation and TEP • probity, transparency, accountability was monitored and maintained throughout the evaluation process • the recommended Offeror/s will provide value for money for the department. I am aware of my responsibilities under the probity and accountability provisions of the Queensland Procurement Policy, and I acknowledge that I am accountable for this decision and had reviewed the TAP's Dissenting Statements as setout in <i>Section 11</i> of this document.	
Name:	Antonia Price
Position Title:	A/Senior Program Advisor (Procurement)
Branch:	PDO / Metropolitan Region
Delegation Level:	☐ 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5
Additional comments:	
Signature:	
Date:	

Authorisation by Deputy Regional Director

As a Deputy Regional Director, I am satisfied that: • Stage 2 of TAR has met the obligations of the infrastructure procurement processes, procurement plan and the TEP • The process and the subsequent engagement will provide value for money to the department I am aware of my responsibilities under the probity and accountability provisions of the Queensland Procurement Policy, and I acknowledge that I am accountable for this decision and had reviewed the TAP Dissenting Statements as setout in <i>Section 11</i> of this document.	
Name:	John Ryan
Position Title:	Deputy Regional Director (Metropolitan)
Branch:	PDO / Metropolitan Region
Additional comments:	
Signature:	
Date:	

Authorisation by Regional Director

As a Regional Director, I am satisfied that: • Stage 2 of TAR has met the obligations of the infrastructure procurement processes, procurement plan and the TEP • The process and the subsequent engagement will provide value for money to the department I am aware of my responsibilities under the probity and accountability provisions of the Queensland Procurement Policy, and I acknowledge that I am accountable for this decision and had reviewed the TAP Dissenting Statements as setout in <i>Section 11</i> of this document.	
Name:	Andrew Wheeler
Position Title:	Regional Director (Metropolitan)
Branch:	PDO / Metropolitan Region
Additional comments:	
Signature:	
Date:	

11. TAP's Dissenting Statements

In accordance with Section 7.6 of TMR's Transport Infrastructure Project Delivery System (TIPDS), Volume 2: Tendering for Infrastructure Works (October 2020), enclosed are four (4) Dissenting Statements (in alphabetical order) from members of the TAP, in relation to the Tender assessment process that is the subject of this TAR for CN-13712 – Centenary Bridge Upgrade Project.

Dissenting Statement – Gavin Allen

Our ref Centenary Bridge Upgrade
Your ref CN-13712
Enquiries Gavin Allen

Department of
Transport and Main Roads

23 March 2022

The Principal's Delegate,

In accordance with the Transport Infrastructure Project Delivery System (TIPDS) Volume 2 – Tendering for Infrastructure Works (October 2020) part 7.6, I hereby disclose the following dissenting report outlining my concerns in relation to the Tender Assessment Panel (TAP) recommendation being put forward for the Centenary Bridge Upgrade project's "best ranked tenderer".

The recommendation of the "best ranked tenderer" as stated in the Tender Assessment Report (TAR) is pertinent only to the original tender submissions that have a tender validity period of 150 calendar days. The tender validity period in this instance is from the 26 October 2021 until 25 March 2022. The recommendation has not considered the additional information that has been put forward by proponents through their response to PTC-RFI-025 "Extension of Tender Validity Period (Main Response)" dated 16 March 2022.

The Principal, through PTC-RFI-025 dated 01 March 2022, requested the four proponents within the stage two procurement process to consider an extension to the tender validity for a period of 120 calendar days. The four proponents are:

- Bielby Hull Brady Joint Venture (BHB JV),
- Georgiou BMD Joint Venture (GBJV),
- Fulton Hogan Besix Watpac Joint Venture (FHBWJV), and
- John Holland (JH).

All four proponents were advised the 120 calendar days, if accepted, would extend the tender period from 25 March 2022 until 23 July 2022. All four proponents were instructed that their response should outline any impacts the tender validity extension might have on their current tender offer. The TAP noted from the tender responses received on 16 March 2022 that all four proponents were agreeable to the tender validity extension of 120 calendar days. It was further noted by the TAP, that two proponents had indicated that their revised submissions would have price impacts to their envelope 2 "price only" submission. The two proponents are named as GBJV and the JH alternative.

The recommendation provided in the TAR has not accounted for these potential impacts to the named proponents offers. The Principal through its nominated representative provided written direction to the TAP on 17 March 2022 *"the communication issue is closed out and does not require further contact by the tender assessment panel with the tenderer". "The issue of tender validity will be carried forward by the Principal, who will engage with relevant tenderers at the appropriate time"*.

This was further enforced through the Principal's Delegate who in writing directed the TAP on the 21 March 2021 to *"request the panel to finalise the assessment of the offers based on the original offers and recommend a preferred a tenderer. I note that this preferred tenderer recommendation is not a final*

decision and that extensions to tender validity may have conditions that will need to be considered by the Panel at the end of the envelope three process".

Therefore, the concerns raised in this report relate to the costs, conditions and assumptions that remain largely undisclosed, therefore resulting in certain factors not being investigated at this time. The TAP has been unable to determine if the tender ranking would change because of a change in quantities. The TAP is unable to confirm if the revised pricing has any impacts on the previously independent Unusually Low Bid (ULB) assessment carried out by Fission Consultancy. The TAP is unable to confirm if the "best ranked tenderer" recommendation is indeed the most advantageous tender for the Principal in the overall assessment of tenders based on the envelope 1 (30% non-price) and envelope 2 (70% price only) submissions.

The following recommendations are highly advised:

The Principal, is therefore, strongly advised to consider actioning the following dot points, before proceeding forth to the envelope 3 interactive process. The dot points can be actioned and progressed through the TAP or if the Principal desires, through its own accord:

- Seek clarifications on the pricing impacts from the revised GBJV and JH submissions before the 25 March 2022,
- Seek clarifications on the pricing impacts of the GBJV submission has in relation to their ULB submission and update the Fission assessment/report accordingly,
- Update the ULB memo with the new information in accordance with TIPDS Vol 2 "section 7.3.8"
- Seek further information and interrogate any new assumptions and new conditions pertinent to the revised GBJV and JH submissions before the 25 March 2022, and
- Undertake a detailed sensitivity analysis based on the tender pricing for the revised GBJV and JH submissions.

Potential unknown risks to the Principal:

If, at the discretion of the Principal, the decision is taken not to action the above dot points in section 1.1, the Principal is hereby advised that the following scenarios may exist upon commencement of the envelope 3 process:

- Tenders are non-compliant or fatal under TIPDS Volume 2 " 7.3.3 compliance",
- The tenders do not comply with the Conditions of Tendering and therefore would be rejected,
- A delay in examining the tenderers new assumptions, conditions and costs before the 25th March 2022 may be construed by the proponents that all associated assumptions, conditions, and costs are acceptable to the Principal,
- The independent Fission assessment/report would only be current until the 25th March 2022,
- The new assumptions, conditions and costs results in changes to the construction methodology, program of works, construction management plans, the contractor's resources, and their supply chain engagement process, noting that each activity listed in this dot point has been deemed suitable by the TAP in the per proponents' original submissions,
- Conclusion of a sensitivity analysis determines the new costs are "high risk" for the Principal,
- Conclusion of a sensitivity risk analysis results in the Best Value Index (BVI) changing,
- A change in the BVI results in a change in the rankings, and

- The "best ranked tenderer" in the TAR is not actually the "best ranked tenderer" and would therefore not be the most advantageous tender for the Principal in the overall assessment of tender.

Any further information you may require please feel free to contact me.

Yours sincerely



Mr. Gavin Allen

Assurance and Performance Manager
(Office of the Deputy Director General)

Dissenting Statement – Jeffrey Weeks

Dissenting Statement

I, Jeffrey Weeks, as a Panel Member of the nominated Tender Assessment Panel (TAP) for CN-13712 – Centenary Bridge Upgrade project, hereby enclose a Dissenting Statement in relation to this tender assessment process that is the subject of this Tender Assessment Report (TAR).

All analysis and reviews as summarised in this TAR are based on the original Tender submissions received on 26 October 2021, that has a tender validity period of 150 days and are due to lapse on 25 March 2022.

Further analysis of the condition/s as nominated by the Tenderers in response to PTC-RFI-025 (refer to Attachment 6 of this document) and as is prescribed in the approved Tender Evaluation Plan (dated 7 May 2021) and addendum (dated 3 September 2021) have not been further considered by the TAP after taking into consideration the Tender assessment processes that remain, specifically the Interactive Process (*in relation to the KRA provisional sum offer*). *This is at the request of the Principal as outlined in Attachment 22 of this document, namely:*

- advice from Deputy Regional Director (Metropolitan), dated 16 March 2022
- advice from Executive Director (Program Management and Delivery), dated 16 March 2022,
- advice from Deputy Regional Director (Metropolitan), dated 17 March 2022, and
- request from Regional Director (Metropolitan), dated 21 March 2022.

Under post-tender correspondence PTC-RFI-025 sent to the tenderers on 1 March 2022 for response by 16 March 2022, an extension to the Tender validity period for a further 120 days, from 25 March 2022 to 23 July 2022 was requested. In its response to the extension request, two of the four Tenderers had advised of impacts to their Tender submission/s (JH in relation to its Alternative Tender submission's price component only and GBJV in relation to its ULB Tender submission's price component and KRA provisional sum offer).

The Principal at its discretion, should advise the tenderers that the conditions of extending the Tender Validity period are acceptable, or not or how they are to be dealt with.

Risks and impacts of these PTC-RFI-025 responses (including the additional Tenderers' nominated conditions and those who had nominated no changes), had not been further assessed and/or clarified by the TAP as the consideration and decision responsibility in relation to the impacts / conditions set by the Tenderer rests with the Principal (as advised by the Principal) and the TAP had not been authorised to proceed nor hold any delegations in this regard.

The Principal at its discretion should consider

- the ULBs' adequacy / suitability as acceptable for TMR to further consider as Tenders in Contention as outlined in *Section 3.4.2* of this document,
- sensitivity analysis as outlined in *Section 3.4.4* of this document, and
- impact on the eventual relative ranking and recommendation as outlined in *Section 3.5* of this document.

prior to/ or concurrently to the commencement of the Interactive Process.

As prescribed in the approved Tender Evaluation Plan (dated 7 May 2021) and addendum (dated 3 September 2021) for CN-13712; the Tender assessment process is to be done in a sequential manner with the completion of the Non-Price assessment first, followed by the Price Assessment and culminating in the Interactive Process, where the Highest Ranked Tenderer would be invited to discuss its Envelope Three (KRA provision sum offer) with the Principal.

It is recommended that the Principal at its discretion conducts *the Interactive Process (in relation to the KRA provisional sum offer) for this CN-13712 procurement / Tender selection process*, and confirms and assesses the responses and/or condition/s from the Tenderers' response to PTC-RFI-025, prior to the recommendation of the eventual Preferred Tenderer with the Best Tender for Contract Award.

Role	Name	Signature	Date
TAP Member	Jeffrey Weeks		24 March 2022
Position Title	Project Director (Centenary Bridge Upgrade)		

Dissenting Statement – Junwei Ang

Dissenting Statement

Our ref 150 / 02270
Your ref CN-13712
Date 23/03/2022

To Principal's Delegate - Centenary Bridge Upgrade Project

Copy Tender Assessment Panel - Centenary Bridge Upgrade Project
Probity Advisor - Centenary Bridge Upgrade Project

Subject **Tender Assessment**
Stage 2: Request for Tenders
Centenary Bridge Upgrade Project
Project Number: 669801; Contract Number: CN-13712

I, Junwei Ang, the Tender Assessment Panel ("TAP") chair and member appointed for CN-13712 – Centenary Bridge Upgrade Project ("Project"), hereby enclose a Dissenting Statement in relation to the tender assessment process that is the subject of the Tender Assessment Report ("TAR") for the Stage 2: Request for Tenders ("RFT"), CN-13712 – Centenary Bridge Upgrade Project.

This Dissenting Statement is submitted in accordance with Section 7.6 of TMR's Transport Infrastructure Project Delivery System, Volume 2: Tendering for Infrastructure Works, October 2020 ("TIPDS Vol 2") and at the request of the Principal on 17 and 21 March 2022, where necessary at the TAP's discretion.

Background

Four tenderers (in alphabetical order) were shortlisted on 10 August 2021 through the Stage 1: Expression of Interest tendering process for the Project:

- 1) Bielby Hull Brady Joint Venture ("BHB JV")
- 2) Fulton Hogan BESIX Watpac Joint Venture ("FHBWJV")
- 3) Georgiou BMD Joint Venture ("GBJV")
- 4) John Holland Qld Pty Ltd ("JH")

Invitation for the RFT was released on Friday, 3 September at 1700 hrs AEST and closed on Tuesday, 26 October 2021 at 1400hrs AEST. Six tenders including two alternative tenders (from BHB JV and JH) were received at tender close on 26 October 2021 and each having a tender validity period of 150 days, due to lapse on 25 March 2022.

The tender assessment process for the RFT is governed and as prescribed through the following associated documents:

- Centenary Bridge Upgrade – Tender Evaluation Plan ("TEP"), 7 May 2021
- Centenary Bridge Upgrade – Tender Evaluation Plan Addendum ("Addendum"), 3 September 2021
- Centenary Bridge Upgrade – C7821.TIC – Conditions of Tendering, March 2021
- Centenary Bridge Upgrade – C7822.TIC.CO – Conditions of Tendering Annexure, March 2021
- TIPDS Vol 2

The tender assessment process for the *RFT* is divided into three distinct sequential phases:

- 1) Envelope One – Non-price assessment, completed by the *TAP* on 18 November 2021
- 2) Envelope Two – Price assessment, largely completed by mid-December 2021, with finalisation of the *TAR* initially targeted for 17 December 2021
- 3) Envelope Three – Interactive Process (in relation to the Key Result Areas provisional sum offer)

Further to a meeting on 16 December 2021 of senior TMR and Metropolitan Region officers, the *TAP* was advised that the tender assessment process for the *RFT* is on hold pending further investigations by the Principal in relation to one of the alternative tenders submitted.

On 17 February 2022, the *TAP* was further advised that the investigation by the Principal into the alternative tender is now completed and that the finalisation of the price assessment phase of the tender assessment process for the *RFT* can henceforth be concluded.

With the looming advent of the end of the tender validity period (25 March 2022) for the *RFT* and taking into consideration the requirements for the next phase of the tender assessment process that remain, specifically the Interactive Process; under post-tender correspondence PTC-RFI-025 sent to the tenderers on 1 March 2022 for response by 16 March 2022, an extension to the tender validity period for a further 120 days, from 25 March 2022 to 23 July 2022 was requested.

All four tenderers' accepted the tender validity period extension request in writing and in its response to the extension request (refer to Attachment 6 of the *TAR*),

- *GBJV* had further advised of impacts to the price component of its conforming tender submission, with a price increase of **\$2,984,178** to its conforming tender's price from \$149,208,877 to \$152,193,055 (excluding GST) and its Envelope Three (Key Result Areas provisional sum) offer as a result of:
 - availability / resourcing impacts with the delay to Contract Award,
 - supply chain impacts with the delay to Contract Award, and
 - construction program impacts and risks with the delay to Contract Award.
- *JH* had further advised of impacts to the price component of its alternative tender submission, including a price reduction of **\$19,345,313** to its alternative tender's price from \$209,275,010 to \$189,929,697 (excluding GST) and further technical clarifications in relation to the alternative tender submission and the submission of a detailed delivery program in relation to the alternative tender offer.

To ensure progression of the *Project* (refer to Attachment 24 of the *TAR*), the *TAP* was requested on:

- 17 March 2022
 - To not further respond / acknowledge the tenderers' response on the extension of the tender validity period, as the communications process on this issue is to be deemed to be closed out and as such does not require further contact by the *TAP* with the tenderer, and
 - that the issue of extension of the tender validity period will be carried forward by the Principal, who will engage with the relevant tenderers at the appropriate time as the decision responsibility in relation to the impact / condition rests with the Principal.
- 17 and 21 March 2022
 - To finalise the *TAR* based on the original submissions from 26 October 2021 and recommend a tenderer to progress to the next phase of the tender assessment in the form of the Interactive Process; whilst noting that this initial recommendation by the *TAP* is not the final decision for Contract Award and that the condition/s nominated by the tenderers in relation to the extension of the tender validity period may need to be further considered by the *TAP* at the end of the Interactive Process at the Principal's discretion / direction, and
 - as necessary, the *TAP* is to also provide condition/s as part of this initial recommendation in the *TAR* including a notation of the tenderers' nominated conditions in relation to the extension of the tender validity period.

Risks / Concerns yet to be resolved by TAP

- All analysis, reviews and risks considerations and adjustments as summarised in this *TAR* are based on the original tender submissions received on 26 October 2021.
- As is prescribed in the approved *TEP* and *Addendum*, further analysis of the condition/s as nominated by the tenderers for the extension of the tender validity period have not been further considered by the *TAP*.
 - Risks and impacts of the tenderer's responses (including additional tenderers' nominated conditions and those who had nominated no change), had not been further assessed and/or clarified by the *TAP*
- Tender assessment process for the *RFT* is to be done in a sequential manner from non-price assessment, to price assessment and culminating in the tenderer with the Highest / Top Ranked Tender invited to participate in the Interactive Process
- In the absence of further analysis, the *TAP* cannot further ascertain if the findings as captured in the following sections of the *TAR*:
 - Section 3.4.1 - adjustments for non-compliances and discrepancies
 - Section 3.4.2 - recommendations in relation to the Unusually Low Bids' adequacy / suitability
 - Section 3.4.3 - alternative tender analysis / recommendations
 - Section 3.4.4 - sensitivity analysis
 - Section 3.4.5 - adjustments for tenderers' nominated conditions and assumptions
 - Section 3.4.6 - eventual relative ranking of the Tenders in Contention
 - Section 3.5 - recommendation of Highest / Top Ranked Tender
 - Is still adequate, representative and prudent for the Principal to consider for adoption prior to the commencement of the Interactive Process.
 - No confirmation if the *TAR* recommendation is indeed the "correct" tenderer to be invited to participate in the Interactive Process.
 - Potential the invitation might be advanced to the "wrong" tenderer and bring the whole procurement / tendering process into disrepute and subject to legal inquest from the unsuccessful tenderer/s.
 - In the event that the "wrong" tenderer was invited to commence and successfully completes the Interactive Process, is there any recourse available for the "correct" tenderer who has not been given the opportunity to participate and/or be the first tenderer to participate in the Interactive Process and missed out on the Contract and what are the repercussions.
- Is a Process Contract applicable / enforceable under the *RFT*
 - if any Process Contract/s could be breached, if this tender assessment is not completed strictly in line with the prescribed process in the approved *TEP* and *Addendum* which had been communicated widely with the tenderers during and as part of the *RFT*
- The *TAP* and TMR has not further responded / acknowledged the tenderers' response for the extension of the tender validity period and is not consistent with the *Project's* established Request for Information / communications / correspondence process
 - Applicability and legal basis of the conditions as nominated by the tenderers
 - Treatment / application of the tender validity period of the submitted offers
 - Reasonable time bar for an acknowledgement / response to the tenderer on the extension of the tender validity period
 - Would the tender validity of the offers lapsed if the Principal is being silent on the tenderer's condition on the extension of the tender validity period
 - Is being silent on the tenderer's condition on the extension of the tender validity period considered accepted, if the tenderer is next invited to participate in the Interactive Process without prior confirmation / acknowledgment from the Principal
 - Tied to Process Contract above, can the Principal still proceed with the Interactive Process when the initial tender validity of the tenderer's submission has lapsed
 - Is a prerequisite to be considered as Tenders in Consideration in the *RFT*, as having a "current / valid" tender offer and if the tender validity has lapsed with a non-response by the Principal on the conditions for the extension of the tender validity period or would this render the next "current / valid" as the next tenderer who has agreed to the extension of the tender validity period without any conditions

Recommendations

- Principal / TAP should respond the tenderers as a matter of priority and before the end of the original tender validity period of 25 March 2022
 - For tenderers who have accepted the extension of the tender validity period without any conditions, confirming acceptance
 - For tenderers who have nominated condition/s to the extension of the tender validity period, an acknowledgment of receipt of the tenderers' response and that the condition/s are to be further discussed with the Principal during the Interactive Process as necessary and when / where applicable
- Principal / TAP should complete the necessary assessment and analysis of the tenderers' nominated condition/s to the extension of the tender validity period prior to the commencement of the Interactive Process, or
- Principal / TAP should complete the necessary assessment and analysis of the tenderers' nominated condition/s to the extension of the tender validity period prior to the recommendation of the eventual Preferred Tenderer with the Best Tender for Contract Award.

Please feel free to contact myself for any further clarification.


Junwei Ang
Principal Engineer (Civil)
IMD/PDO (Metropolitan Region)

23 March 2022

Enc (Nil)

Impacts to Total Project Budget due to change in delivery timeframes	P90 Amounts	Additional cost as % of previous cost estimate
Detailed Design Estimate - Total P90 Out-turn Cost prepared in January 2021 and relied upon for budget	\$243,878,136	
Additional escalation due to extraordinary market pressures during 2021 (same delivery timeframe)	\$16,542,522	6.8%
Revised Detailed Design Estimate - Total P90 Out-turn Cost including extraordinary market pressures during 2021	\$260,420,658	
Additional escalation due to delaying contract award from Dec 21 to June 22	\$1,596,648	0.6%
Revised Detailed Design Estimate - Total P90 Out-turn Cost including market pressure and delay of 6 months	\$262,017,306	
Additional escalation due to delaying contract award further from June 22 to Oct 22	\$1,008,365	0.4%
Revised Detailed Design Estimate - Total P90 Out-turn Cost including market pressure and additional delay of 3 months	\$263,025,671	
Additional escalation due to delaying contract award further from Oct 22 to Dec 22	\$743,894	0.3%
Revised Detailed Design Estimate - Total P90 Out-turn Cost including market pressure and additional delay of 3 months	\$263,769,565	

Sensitivity Analysis - ULB Review and Extended Validity Period Adjustment	Ranking As Submitted	Ranking Following Extended Validity Period Adjustment	Ranking Following Extended Validity Period Adjustment and ULB Assessment
Rank number 1 (based on construction cost lowest to highest)	GBJV	GBJV	GBJV
Rank number 2 (based on construction cost lowest to highest)	BHB JV	BHB JV	BHB JV
Rank number 3 (based on construction cost lowest to highest)	JH	JH	JH
Rank number 4 (based on construction cost lowest to highest)	FHBWJV	FHBWJV	FHBWJV

Escalation for June 22 award, October 22 award and December 22 award	BHB JV	GBJV
Tendered price submitted 26th October 2021	\$152,555,469	\$149,208,877
Additional escalation for June 22 award (assuming 6 months validity was included in tender)	\$3,192,808	\$3,112,447
Equivalent percentage of increased against tendered amount	2.09%	2.09%
Additional escalation for Oct 22 award (assuming 6 months validity was included in tender)	\$7,982,019	\$7,781,117
Equivalent percentage of increased against tendered amount	5.23%	5.21%
Additional escalation for Dec 22 award (assuming 6 months validity was included in tender)	\$11,287,296	\$10,827,993
Equivalent percentage of increased against tendered amount	7.40%	7.26%

Minutes

CN-13712 Centenary Bridge Upgrade – Interactive Process Second Meeting

Date 13 June 2022 **Time** 13:30 – 15:30

Place Room 6.09, 313 Adelaide Street, Brisbane Qld 4000

Attendees

TMR Jack Ryan, Deanne Hawkswood, Adam Williams, Faiz Rahmansyah
Georgiou BMD JV (GBJV) Berry Freshney, Leigh Hahn, Ryan Murphy, Terry Waterson
KPMG Scott Gartrell (via Teams)
UHY Haines Norton Darren Laarhoven

Items arising from last minutes

Minutes from previous meeting is attached. Outstanding action – TMR to confirm if an updated version of the TIC-CO contract will be provided prior to issue of letter of acceptance

Agenda item 1 Envelope 3 – KRA's

GBJV presented an Envelope 3 submission that reflects the amendments made as a result of the first interactive process session. Each KRA items were discussed, and they were either agreed by both TMR and GBJV or further refinement is required. Copy of the presentation is attached with the minutes.

1. KRA 1 Item (a) (i) Work Profile
 - Comments: Reduction in portion of Labour Hire hours stretch target to 10%. Calculation of provisional sum included.
 - Outcome: **Agreed in principle** by both TMR and GBJV
2. KRA 1 Item (a) (ii) Diversity and Inclusion
 - Comments: calculation of provisional sum included
 - Outcome: **Agreed in principle** by both TMR and GBJV
3. KRA 1 Item (b) (i) Industrial Agreement
 - Comments: GBJV plans to develop new project-specific agreement for direct labour and staff to lift base pay rates and allowances to match Transport BPIC. Increase of rates from \$6/hr to \$9/hr. Costs will discussed once methodology is clarified, however

TMR agrees in principle with the changes. Increased in provisional sum to \$4,050,000. Calculations of provisional sum included.

- Outcome: **Agreed in principle** by both TMR and GBJV
4. KRA 1 Item (b) (i) Rostered Days Off
 - Comments: GBJV's project-specific agreement proposal is for 13 RDO per year. RDO days are not final as they are subject to negotiation with the union as part of the project-specific agreement. Cost of \$65,000/day is based on cost of delay, and the rate will not change whether it is 13 or 26 RDO. GBJV notes that TMR's intention of this condition is for workers to have taken the day off for work/life balance instead of a RDO payout.
 - Outcome: **Agreed in principle** by both TMR and GBJV on **26 days RDO**
 5. KRA 1 Item (b) (i) Family Violence Leave
 - Comments: calculation of provisional sum included. TMR would like to see proactive approach on tackling this issue such as training & consultation. GBJV to tailor in education program.
 - Outcome: **Agreed in principle** by both TMR and GBJV
 6. KRA 1 Item (c) (i) to (vi) Subcontractors adopting BPIC pay rates
 - Comments: GBJV's stretch target now allows for 50% of subcontractor labour and plant hire to reflect BPIC rates of pay. This is limited to work packages worth over \$1,000,000. GBJV noted that the 3-envelope system poses a risk for them as the cost may balloon through envelope 3.
 - Outcome: **GBJV to further refine** this item, in particular the \$1 million threshold for subcontractors and the \$8/hr rate increase in labour cost.
 7. KRA 1 Item (d) (i) (ii) Monitoring and Reporting on BPIC compliance and outcomes
 - Comments: calculation of provisional sum included
 - Outcome: **Agreed in principle** by both TMR and GBJV
 8. KRA 1 Item (e) (i) Apprentice and Trainee Targets
 - Comments: calculation of provisional sum included. GBJV clarified the non-price stretch target is 1 apprentice/trainee to 7 tradespersons.
 - Outcome: **Agreed in principle** by both TMR and GBJV
 9. KRA 1 Item (f) and (g) Dedicate Training Resource
 - Comments: calculation of provisional sum included
 - Outcome: **Agreed in principle** by both TMR and GBJV
 10. Subcontractor Procurement
 - Comments: This stretch target is restricted to select packages filtered by value over \$1 million. Change of rate to \$25,000 per month. GBJV are considering changing the filter as some work packages may meet the value threshold but have short duration on site to implement the intended effects of Transport BPIC.
 - Outcome: **GBJV to further refine** this item

Task owner	Action item	Meeting date	Date due	Status
TMR	Deanne Hawkswood to confirm if an updated version of the TIC-CO contract will be provided at the appropriate time prior to issue of Letter of Acceptance	13/06/2022	17/06/2022	In progress
GBJV	Tailor in program and other proactive approach to tackle family violence in relation to KRA 1 Item (b) (i) family violence leave. Include costs and action.	13/06/2022	27/06/2022	
GBJV	Further refine KRA 1 Item (c) (i) to (vi) regarding subcontractors adopting BPIC pay rates and the filter to restrict which subcontract will have Clause 9 requirements	13/06/2022	27/06/2022	

Total cost of the provisional sums for the above items amount to \$19,230,000.

Other issues raised

TMR confirmed that the agreement in principle needs to be confirmed in writing when GBJV reply with the revised table describing the workshopped issues.

TMR has advised the potential award date is October 2022.

Date of next meeting

No further meeting is required for the Interactive Process. GBJV is to provide a submission for the items discussed above that requires further refinement. The submission is to be sent to metropolitan.procurement@tmr.qld.gov.au. The close out meeting is To Be Determined at a later date.

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Minutes

CN-13712 Centenary Bridge Upgrade Project

Interactive Process Third Meeting

Date 19 September 2022 **Time** 14:00 – 15:00

Place Microsoft Teams

Attendees

TMR	John Ryan, Deanne Hawkswood, Faiz Rahmansyah
Georgiou BMD JV (GBJV)	Berry Freshney, Leigh Hahn, Ryan Murphy, Terry Waterson, Gerard Keynes, Sean Donald, Tim Hunter
UHY Haines Norton	Darren Laarhoven

Apologies

TMR	Adam Williams
KPMG	Scott Gartrell

Agenda item 1 Envelope 3 – KRA's

1. KRA 1 Item (b) (i) Industrial Agreement
 - TMR Comments:
 - i. TMR seeking a clear position on the JVs response to this Item and an updated Envelope 3 spreadsheet confirming commitments against the KRA items and the anticipated change of price for this Item.
 - ii. Upon receipt and acceptance by TMR, it will provide a Condition Precedent that will enable GBJV to proceed with negotiating with relevant unions.
 - iii. TMR went through the conditions relating to the BPIC that will form the Condition Precedent, noting these conditions align to the Government policy.
 - GBJV comments:
 - i. A Project Specific Agreement is the preferred approach for this project and a draft document has been prepared.
 - ii. GBJV will meet with any union with interest (AWU, ETU, CFMEU etc.)
 - iii. GBJV raised concerns on engagement with the CFMEU (noting recent tensions). TMR will support the JV where it can do so.
 - iv. GBJV commented their concern with the 3 month timeframe as mentioned when discussing the Conditions, as unions halt negotiations between 1 December 2022 and 1 February 2023.

- v. The GBJV discussed their approach and will look to start negotiations with relevant unions by 1 October 2022 and will seek to conclude by 1 November 2022.

- Outcome: **Agreed** by both TMR and GBJV on the approach below.

Task owner	Action item	Meeting date	Date due	Status
GBJV	Submit updated Envelope 3 spreadsheet. Submission to be sent to metropolitan.procurement@tmr.qld.gov.au	19/09/2022	21/09/2022	Closed
TMR	Review updated Envelope 3 and provide the Condition Precedent	19/09/2022	30/09/2022	In process
GBJV	Engage with relevant unions	19/09/2022	01/10/2022	Not started

2. KRA 1 Item (b) (i) Rostered Days Off

- Comments: GBJV's project-specific agreement proposal is for 13 RDO per year, with an equal mix of fixed and floating RDO. Whilst BPIC guideline states a minimum of 26 RDO, RDO days are not final as they are subject to negotiation with the union as part of the project-specific agreement.

Other issues raised

- John Ryan has requested GBJV to set up a meeting to discuss cost escalations.
- Deanne Hawkswood reiterated that she and John Ryan are the appropriate contacts regarding the BPIC.
- Ryan Murphy suggested a meeting to be set up with Dennis Walsh (DDG IMD) once negotiation is in progress to provide ongoing update. TMR will advise if this is to occur, noting that there is an active tender process in place.

Task owner	Action item	Meeting date	Date due	Status
GBJV	Nominate tenderer representatives for meeting regarding cost escalations. Submission to be sent to metropolitan.procurement@tmr.qld.gov.au	19/09/2022	30/09/2022	In progress, Suggested meeting is 4 Oct 2022.

Date of next meeting

No further meeting in relation to Envelope 3 has been planned at this stage. GBJV to advise on suitable date to meet to discuss matters regarding tender validity.

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DEPARTMENT OF TRANSPORT AND MAIN ROADS

7 DECEMBER 2022

INDEPENDENT PROBITY REPORT

CENTENARY BRIDGE UPGRADE PROJECT – ENVELOPE 3 INTERACTIVE PROCESS

CN-13712

Darren Laarhoven

Partner

T [REDACTED]

E [REDACTED]



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This report has been prepared expressly for the information of the evaluation process for the Centenary Bridge Upgrade - Stage 2, Envelope 3: Request for Tenders process. The content of this report is strictly confidential. An electronic copy or print of this document is an uncontrolled copy.

SCOPE

We refer to the terms of our engagement in relation to the provision of probity services for the Department of Transport and Main Roads Centenary Bridge Upgrade project.

The purpose of this correspondence is to provide a statement of probity assurance for the Stage 2, Envelope 3 Interactive Process assessment to recommend the highest ranked tender for the Centenary Bridge Upgrade.

The scope within the terms of our engagement included, ensuring the agreed Tender Evaluation Plan was adhered to. In particular, ensuring that the Envelope 3 process adhered to the process documented in the Evaluation Plan. Our statement of probity assurance was limited to the evaluation process to recommend the Best Tenderer.

We have undertaken assurance procedures of the probity of the evaluation process. This Report does not comment on any decision or recommendations made during the process. The Report is a factual record of the probity of the process for Stage 2, Envelope 3 Interactive Process. The examination is largely based upon observations and review of correspondence provided to UHY Haines Norton.

This report only considers the process for Stage 2 Envelope 3 Interactive Process. This report must be read in conjunction with our probity report dated 25 March 2022. The probity report dated 25 March 2022 was for the evaluation process to recommend a proponent to commence the Envelope 3 Interactive Process. The March probity report contained observations the reader must assess when considering this Envelope 3 Interactive Process report.

RESPONSIBILITIES

The TAP is responsible for ensuring compliance with best practice in procurement including compliance with the Evaluation Plan, and the Queensland Procurement Policy.

Our responsibility is to express a conclusion based on our observations on the probity of the Envelope 3 Interactive Process. Our engagement has been conducted in accordance with applicable Standards on Assurance Engagements.

Procedures have been undertaken to form a conclusion that nothing has come to our attention that causes us to believe that the TAP has not

- adopted appropriate probity procedures, and
- ensured appropriate processes were in place and followed during the process.

The objective of our probity engagement was to provide limited and independent assurance that the TAP has complied with the Evaluation Plan in respect to the Envelope 3 Interactive Process. Our

procedures included attendance at TAP assessment meetings, review of available correspondence and reviewing documentation provided, supporting the evaluation process.

INHERENT LIMITATIONS

Because of the inherent limitations of any assurance engagement together with inherent limitations in evidence gathering procedures and in the internal control framework, there is an unavoidable risk that some significant matters may not be detected, including fraud, error or non compliance. An assurance engagement is not designed to detect all instances of non compliance with the Tender Evaluation Plan (May 2021) and the addendum (3 September 2021) – together referred to as the Evaluation Plan, in particular ensuring that the Envelope 3 Interactive Process had the attributes of being fair and impartial, consistent and transparent. The assurance engagement is not performed continuously throughout the Envelope 3 Interactive Process and the procedures performed in respect of the engagement are undertaken on a test basis. The conclusion expressed in this report has been formed on the above basis.

CONCLUSION

Subject to the matters identified in our probity report dated 25 March 2022, based on the procedures (predominantly through observation and review of documentation provided) performed by us with regard to the recommendation of the Best Tender for the Centenary Bridge Upgrade evaluation process, nothing has come to our attention that causes us to believe that:

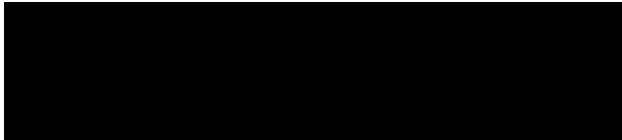
- Appropriate probity procedures and processes were not in place and followed during the Envelope 3 Interactive Process;
- Appropriate probity measures were not being followed including compliance with the Evaluation Plan;
- The TAP, who had access to documents had not made appropriate declarations of conflicts of interest and understood their requirement for confidentiality.

We conclude, subject to the matter identified in our probity report dated 25 March 2022, nothing has come to our attention that suggest the evaluation and recommendation of the Best Tender for the Centenary Bridge Upgrade did not follow relevant probity procedures and processes. These probity procedures and processes were implemented to provide limited assurance that:

- The response was appropriately considered in accordance with the Evaluation Plan for the Envelope 3 Interactive Process;
- Consideration of the response was undertaken without conflict of interest by suitably qualified people;
- the response was fairly assessed in accord with Envelope 3 Interactive Process;

- the process for arriving at the recommendation was transparent; and
- appropriate probity arrangements were adequately.

UHY Haines Norton
Chartered Accountants



Darren Laarhoven
Partner

Brisbane, 7 December 2022

CN-13712 Centenary Bridge Upgrade Project

Envelope #3 - Table 1: Items previously agreed-in-principle between TMR and GBJV which are envisaged to not relate to the process or outcome of the proposed greenfield industrial Agreement.

Item	Description	Business as usual	Stretch target BPIC outcome	Provisional Sums (Indicative)	Rationale	Method of measurement
One KRA#1 Item (a) (i)	Work profile - labour force split between self-performed, subcontracted and labour hire	Self-performed: 40% Subcontracted: 35% Labour Hire: 25%	Self-performed: 55% Subcontracted: 35% Labour Hire: 10%	\$120,000 per 1% increment x (25% - 10%) = \$1,800,000	150,000 hours moved from labour hire to direct employment with an allowance for unproductive time during work discontinuities for permanent employees.	Nil payable if Labour Hire component exceeds 25% of direct labour hours. For each percentage point achieved less than 25%, an amount is payable at the rate of \$120,000 for each percentage point below 25%.
Two KRA#1 Item (a) (ii)	Diversity and inclusion	Site-based roles: Women: 7.5% ATSI: 1.5% Disadvantaged: 0.0% Total base target: 9.0%	Site-based roles: Women: 17.5% ATSI: 3.5% Disadvantaged: 2.0% Total stretch target: 23.0%	\$50,000 per 1% increment x (23% - 9%) = \$700,000	Estimated cost for active recruitment of increased diversity in direct labour force plus prioritisation of subcontractors with higher rates of diversity.	Payable at the rate of \$50,000 for each percentage point achieved over the combined base target of 9%.
Three B KRA#1 Item (b) (i)	The industrial agreement applicable to Staff and how the wage BPIC rates and conditions effect retention	Utilise existing employment agreements for staff	Effect an uplift applicable to all Staff	Staff: 150,000 hrs x \$9/hr = \$1,350,000	Anticipated 150,000 hours at a pro-rated hourly rate of \$9/hr ^a	Payable upon application of the new project-specific agreement for Staff, multiplied by \$9/hr. Hours obtained from Envelope #1 submission.
Six A KRA#1 Item (c) (i) to (vi)	Approach to using best endeavours to engage appropriately determined subcontractors including external plant hire, who intend to adopt BPIC principles.	No subcontractors currently reflect BPIC rates of pay.	External plant hire and/or Subcontractor labour hours on the project reflect BPIC rates of pay.	264,000hrs x \$12.50/hr = \$3,300,000	280,000hrs @ \$12.50/hr increase in labour cost	Payable where subcontractors, including external plant hire, agree to pay BPIC rates and conditions. Assessable using proposed Envelope #1 criteria termed <i>Procurement Practice</i> - see further at Item 10 The following packages are anticipated to be captured in the Clause 9.2 process and have BPIC requirements applied to them: >\$5 million: Piling - Between \$2 - 5 million: Demolition; Traffic - Between \$1 - 2 million: Steel Girder Assembly; Heavy Craneage; Marine; Sewer; Survey Services - Others > \$½ million but with the potential to exceed \$1 million: Ground Surface Treatments; Jacking; Landscaping; Placement of Asphalt/ Foam Bitumen / Seal; Stressing; Waste Removal
Six B KRA#1 Item (c) (i) to (vi)	Approach to using best endeavours to specifically engage electrical subcontractors, who currently are or intend to adopt rates equal to or exceed electrical greenfield rates.	No subcontractors currently reflect BPIC rates of pay.	Electrical subcontractor labour hours on the project reflect specific electrical greenfield EBA rates of pay.	8,000hrs x \$25/hr = \$200,000	8,000hrs @ \$25/hr increase in labour cost	Payable where electrical subcontractors agree to pay market leading rates, where market leading rates are benchmarked against the prevailing electrical greenfield rates.. Assessable using proposed Envelope #1 criteria termed <i>Procurement Practice</i> - see further at Item 10
Seven KRA#1 Item (d) (i) (ii)	Ensuring monitoring, compliance and reporting on BPIC compliance for direct workforce and subcontractors.	Not required.	One additional mid-level commercial staff member required for duration.	\$17,500 / month x 48mths = \$840,000	Salary plus on-cost for mid-level resource for 48 months.	Payable monthly from award at the rate of \$17,500 / month up to the lump sum value
Eight KRA#1 Item (e) (i)	The proposed apprentices and trainee targets for the project	Core requirement for 15% (min.) of total hours is undertaken by apprentices and/or trainees; other workforce training	Ensure workforce with optimal level of skills and experience is attracted to and retained on the project.	\$100,000 per 1% increment x (20% - 15%) = \$500,000	Increased utilisation of RTO on-site to support training initiatives and Increased percentage paid attendance to training	An amount payable at a rate of \$100,000 per percentage point achieved above minimum core requirement Non-Price Target: 1 apprentice/trainee to 7 Tradesperson ratio
Nine KRA#1 Items (f) and (g)	Training coordination/ workforce training	Use corporate (HO based) resources to manage training.	Mandated employment of a training coordinator on the project.	\$17,500 / month x 48mths = \$840,000	Salary + on-cost for mid-level resource for 48 months.	Payable monthly from award at the rate of \$17,500 / month up to the lump sum value
Ten Subcontract Procurement	Clause 9 requirements in relation to the tendering, documentation, approvals, reporting and evaluation of subcontract work packages.	Following internal corporate policies and procedures.	Implementation of Clause 9 procurement requirements	\$32,500 / mth x 24mths + \$25,000 / mth x 12mths + \$17,500/mth x 12mths = \$1,290,000	Salary plus on-cost for: - one mid-level resource and two assistant level resources for 2 yrs. - one mid-level resource and one assistant level resources for 12 mths - one mid-level resource for 12 mths	Restricted to select packages as proposed <i>Procurement Practice</i> in Envelope #1. Application of the <i>Procurement Practice</i> will be to packages which are envisaged to be: a) >\$1 million in value; and/or, b) involvement at site > 3 continuous months; or, c) by discretion of GBJV's Project Manager for packages with perceived HSEQ, IR, Commercial, public perception &/or Program risks. Payable monthly from Award at the rates proposed according to the agreed progression of the project works
Total: Table 1				\$10,820,000		

CN-13712 Centenary Bridge Upgrade Project

Envelope #3 - Table 2: Items which are envisaged to relate to the process or outcome of the proposed greenfield Agreement.

Item	Description	Business as usual	Stretch target BPIC outcome	Provisional Sums (Indicative)	Rationale	Method of measurement
Three A KRA#1 Item (b) (i)	The industrial agreement applicable to our self-performing workforce and how the wage rates and conditions compare to BPIC.	Utilise existing employment agreements for staff and for the self-performing workforce the applicable: • Georgiou Group Operations Agreement 2019 • BMD (Qld & NT) Agreement 2022	Develop, negotiate and lodge with Fair Work a greenfield industrial Agreement for the project's self-performing workforce	Self-performing workforce: 300,000 hrs x \$9/hr [^] = \$2,700,000	Anticipated 300,000 hours at a pro-rated hourly rate of \$9/hr [^]	Payable via the application of the new project-specific Agreement for direct labour. [^] Hours obtained from Envelope #1 submission and effective increased pay rate inclusive of all Terms & Conditions pertaining to proposed greenfield Agreement not known until ratified by Fair Work.
Four KRA#1 Item (b) (i)	The industrial agreement applicable to our self-performing workforce and how the wage rates and conditions compare to BPIC.	Existing agreements based upon: • Georgiou Group Operations Agreement 2019 • BMD (Qld & NT) Agreement 2022	Allowance for the inclusion of nominated 26 Rostered Days Off (RDO) per annum.	26 RDO/year x 4 years x \$75,000/day = \$7,800,000	26 RDO's over a 48 month period at an estimated project cost of \$75,000 per RDO	Payable as applicable RDO's will feature in proposed project-specific Agreement. • Allocation of RDO's are subject to project-specific and industry-wide scheduling. • GBJV and TMR share the intention of this condition is for workers to have taken the day off for work/life balance instead of an end of project RDO payout. Separate consideration required to Date for Practical Completion and application of Liquidated Damages if 104 RDO's are taken during the project duration
Five KRA#1 Item (b) (i)	The industrial agreement applicable to our self-performing workforce and how specific conditions compare to BPIC (family violence leave).	Existing agreements based upon: • Georgiou Group Operations Agreement 2019 • BMD (Qld & NT) Agreement 2022 Are both silent on provisions for Domestic Violence leave However, apply the existing conditions within each companies policies, which is access to unpaid leave.	Allowance for 10 days per year paid family violence leave.	\$600,000	Statistics are 1:6 women & 1:16 men have experienced family violence, which may result in ~30 individuals requiring support for an average of 5 days	Payable on the establishment of a provisional sum paid on approved days utilised. And, the adoption of proactive approach including training & consultation; as well as the provision of on-site workforce education.
Total: Table 2				\$11,100,000		
Total: Table 1 + Table 2				\$21,920,000	Same as previously advised by GBJV to TMR in Revision 0.	

11 November 2022

Mr Cameron Messer
Department of Transport and Main Roads
Level 6, 313 Adelaide Street
Brisbane QLD 4000

Dear Mr Cameron Messer,

RE: Centenary Bridge Upgrade Project – Project Number: 669801 – Contract Number: CN-13712

Georgiou Group and BMD Constructions Joint Venture (GBJV) provides for the Principal's consideration further information in respect of our Tender to construct the Centenary Bridge Upgrade Project: originally submitted, 26 October 2021.

Background

GBJV is a locally, **Brisbane-based** civil contractor, a **reputable supplier** and long-time TMR partner. We have 40-plus years of delivering quality projects, safer transport infrastructure, contributing to local industry and creating sustainable jobs for Queenslanders. As **Australian and family-owned businesses**, decisions that support our clients are made locally - as evident during the evaluation phase of this Tender by our collaboration:

- through the recognition and resolution Best Practice Industry Conditions (BPIC)) outcomes via the Envelope #3 review and assessment process
- the approvals assistance rendered to TMR in respect of probable temporary works impacts on the river environs
- participation in the WHS Collaborative Initiative for possible importation into the TIC-CO

GBJV shall absolutely continue to offer co-operative and supportive approach which focuses on achieving results that advance this important Project with 'best for industry' outcomes and delivery timeframe as swift as humanly possible.

Tender Status

On 20 May 2022, GBJV were issued with correspondence by TMR inviting our participation in the Envelope #3 Interactive Process and advising that we are the **Highest Ranked Tenderer** for the Construct Only Contract for the Centenary Bridge Upgrade.

Tender Validity

TMR prescribed, within the original Tender documentation a validity period of 150-days, which expired on 25 March 2022. On 1 March 2022, a further extension to validity was requested by TMR via PTC-025. This subsequently agreed to by GBJV, providing for a re-validated Offer to 23 July 2022.

GBJV did not received correspondence from TMR accepting, rejecting or otherwise in regard to this extension nor the re-validation.

Tender documentation

This Submission is based only upon the Tender documentation issued by TMR up to 26 October 2021 including the completed **Tender Schedule M6 - Receipt of Notices to Tenderers**.

GBJV has participated in post-Tender discussions with TMR in respect of the SARA Approvals and the WHS Collaborative Initiative however, we have not received any formal instruction from TMR in respect of either of these issues or items therefore, they have both been excluded from contemplation in this Submission.

P-Schedules

TMR requested that GBJV complete and submit Tender Schedules P1 - P8. GBJV did so on 15 August 2022 with supplementary information supplied on 7 September 2022.

With the exception of Tender Schedule P8, GBJV are of the understanding that these Schedules have been accepted by TMR.

Submission

GBJV were invited by TMR, during discussions on 5 October 2022, to provide further information which is to assist TMR their evaluation of GBJV's Tender.

This Submission is intended for the purpose of affording TMR with information which enables the provision of a **Principal Supplied Uplift** and hence its application and associated use, by TMR, to GBJV's Offer of 26 October 2021.

Consistency and Integrity

GBJV's intent has always been to develop well-informed Estimate and detailed Program. The process undertaken in the post-Tender period has provided further opportunity to confirm a reliable outcome for TMR. This includes actions such as:

- re-engagement with market
- relevant incorporation of Program allowances for supply periods, availability, etc following market engagement
- prevailing economic circumstances within the supply chain

Safety, Security, Sustainability and Sensitivity for the communities in which we operate are core values for both Georgiou and BMD Constructions. During the re-engagement with market, our assessment and valuation of their responses has taken into account the objectives and ethics expressed by in our EOI and Tender with respect to our dealings and deliberations with these valued, local partners.

Basis of Program

GBJV has provided at Attachment #1 a Program in support of this Submission.

- | | |
|---|-------------------|
| • Award: | 16 December 2022 |
| • Possession of Site: | 3 March 2023 |
| • Forecast Date for Practical Completion: | 16 September 2026 |
| • Date for Practical Completion: | 15 December 2026 |

This Program is consistent with the working hours and traffic restriction periods detailed by TMR within the Tender documentation.

Basis of Calculation

On 2 November 2022, GBJV emailed TMR stating our belief that it may be of benefit for TMR's continued assessment that we book in a Meeting to discuss this Submission.

This was made as the formal correspondence which we have received from TMR in respect of this Submission - once PTC's, matters relating to Envelope #3, P-Schedules, GBJV's assistance to TMR for the SARA approvals and the WHS Collaborative Initiative are excluded - only consists of the Invitation Letter (20 May 2022) and the Letter of Comfort (28 October 2022) Therefore, it may be prudent for GBJV to elaborate upon the assumptions which we have made.

GBJV remain available to provide clarity on the compilation of this Submission.

Principal Supplied Uplift

GBJV were invited by TMR, during discussions on 5 October 2022, to assist their evaluation of our Tender from 26 October 2021. This assistance is to afford TMR with information which enables the provision of a *Principal Supplied Uplift*.

- Original Tender Sum = \$164,129,764 (incl. GST) as of 26 October 2021
- Advised Tender Sum to account for validity extension = \$167,412,360 (incl. GST) as of 16 March 2022
- This Submission = **\$193,413,945** (incl. GST) as of 11 November 2022

The requested, *Principal Supplied Uplift* is therefore, **\$29,284,181** (incl GST) or the comparative increase relative to the original Tender and does not include provisional sums which GBJV believe to have been agreed-in-principle in Envelope #3.

GBJV confirm that this amount remains valid for 40-days only until **21 December 2022** in line with the potential Award date as advised by TMR of 16 December 2022.

C7895.TIC.CO Annexure E

GBJV were encouraged by TMR, during discussions on 5 October 2022, to raise any clarifications, suggestions or alternatives within this Submission with respect to Annexure E

- GBJV request that Affected Materials include all prefabricated steel and/or processed steel products; steel reinforcement - bar and mesh; ready-mix concrete; and, diesel as well as quarry products
- GBJV request confirmation that for the purposes of a Supply Cost Relief Event the date of the Contractor's Tender remain as 26 October 2021; and, not the date of this Submission.

Envelope #3

GBJV confirms the value provided as the Principal Supplied Uplift is completely exclusive of Envelope #3.

Industrial engagement

From late-September to early-November 2022, GBJV has provided regular - approximately fortnightly - updates to TMR on the progress of our engagement with employee representative entities.

GBJV has previously confirmed that we have had discussions with the ETU, AWU and CFMMEU. This dialogue has focussed upon several matters including:

- supply chain engagement specifically, subcontracting
- union delegates
- the amount, frequency and availability of RDO's
- limiting reliance upon casual employees
- inclement weather
- casual conversion of 6 weeks
- apprentices and training

GBJV are now concluding an agreement that aligns with the objectives for Centenary Bridge Upgrade Project. We anticipate lodging such an agreement with Fair Work well before 16 December 2022, most probably in late-November 2022.

The GBJV commitment

We are marine experts and urban specialists with significant TMR experience which allow our team to establish promptly, prudently and to purposefully commence works after Award. We shall continue to advance our temporary works solutions, traffic staging, stakeholder engagement, HSEQ, PUP interfaces and the prompt mobilisation of our Project staff.

The methodology adopted by GBJV is consistent with that presented at the post-Tender conference convened by TMR on 3 December 2021; and, reflects the imperatives that TMR has placed upon positive industry outcomes, value for money and a technically sound solution that appreciates and is sympathetic to sensitive and critical interfaces.

To this end our innovative delivery strategy - including the **Overhead Gantry, Temporary Jetty and on-site Precasting Facility** - mitigate traffic congestion, do not intrude upon local amenity, lessen adverse impacts to Active Path users, and promote local employment and training opportunities by **self-performing key activities**. We welcome the opportunity to further advance these strategies in Post-Tender discussions with TMR.

Since 2015, GBJV has collectively delivered >\$800 million of transport infrastructure assets for TMR, including the recently opened **Sumners Road Interchange Upgrade on the Centenary Highway less than four kilometres from Centenary Bridge**. The GBJV team is highly conscious of the specialist nature of this Project and the importance that custody of the only Motorway crossing over the Brisbane River, upstream of the CBD, has to TMR and the Community.

Centenary Bridge Upgrade Project

Georgiou  BMD 

We are committed to working with TMR to further optimise our delivery solution and utilise the Government's investment in the Centenary Bridge Upgrade to improve local industry resilience and sustainability. We look forward to the opportunity to meet with TMR to discuss our submission. Please contact **Terry Waterson** <[REDACTED]> on [REDACTED] should you require further information, or to arrange an interview.

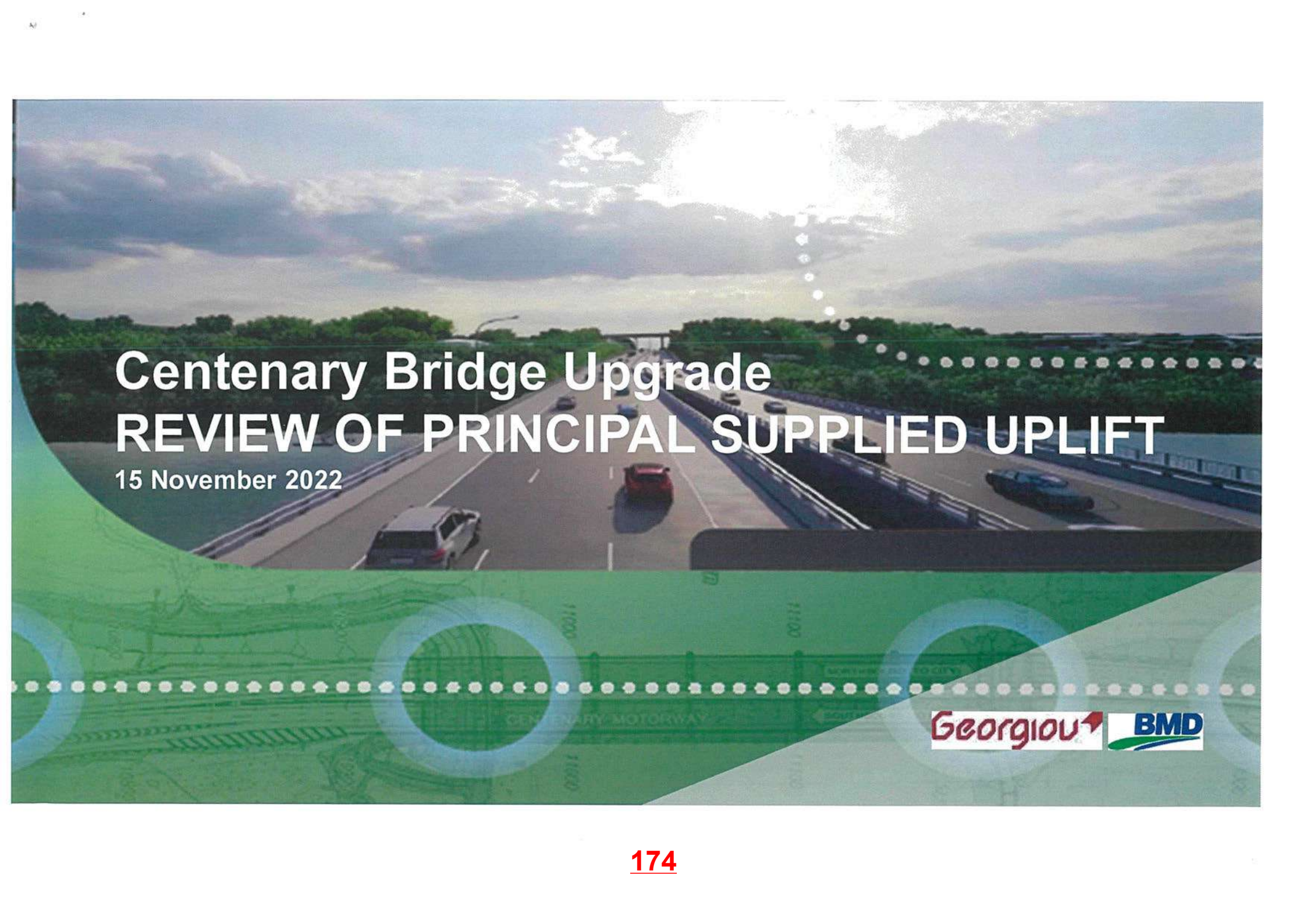
[REDACTED]
Gary Georgiou

Executive General Manager
Georgiou Group

[REDACTED]
General Manager - Northern Region
BMD Constructions

Attachment:

1. Program accompanying this Submission



Centenary Bridge Upgrade REVIEW OF PRINCIPAL SUPPLIED UPLIFT

15 November 2022

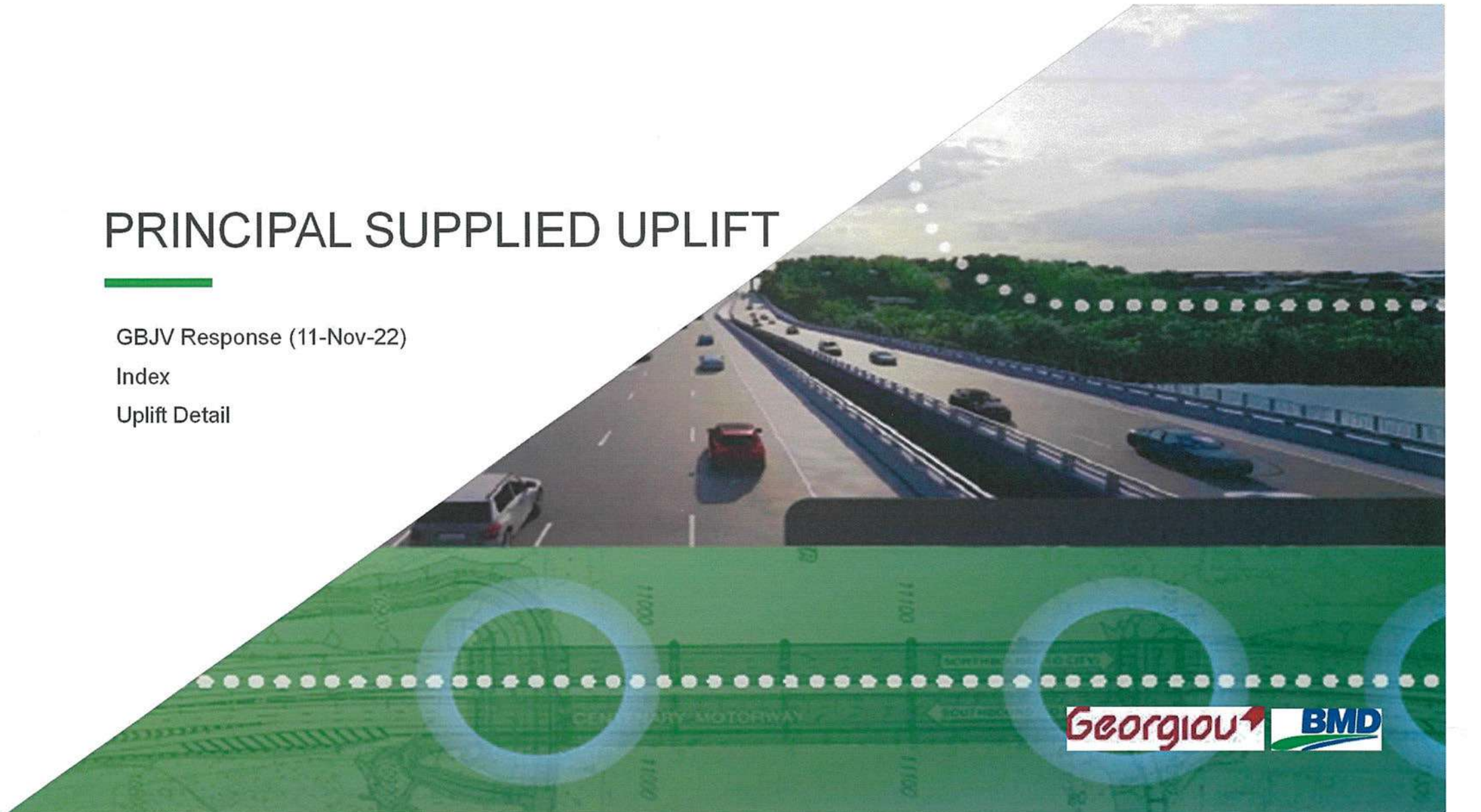
Georgiou¹ BMD

PRINCIPAL SUPPLIED UPLIFT

GBJV Response (11-Nov-22)

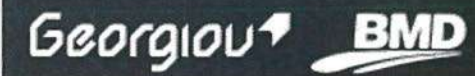
Index

Uplift Detail



Georgiou BMD

Centenary Bridge upgrade



Provision of information for the Principal to Supply an Uplift to the Tenderer's Submission

The process undertaken in the post-Tender period has provided further opportunity to confirm a reliable outcome for TMR. This includes actions such as:

- re-engagement with market
- relevant incorporation of Program allowances for supply periods, availability, etc following market engagement
- prevailing economic circumstances within the supply chain

Principal Supplied Uplift

GBJV were invited by TMR, during discussions on 5 October 2022, to assist their evaluation of our Tender from 26 October 2021. This assistance is to afford TMR with information which enables the provision of a *Principal Supplied Uplift*.

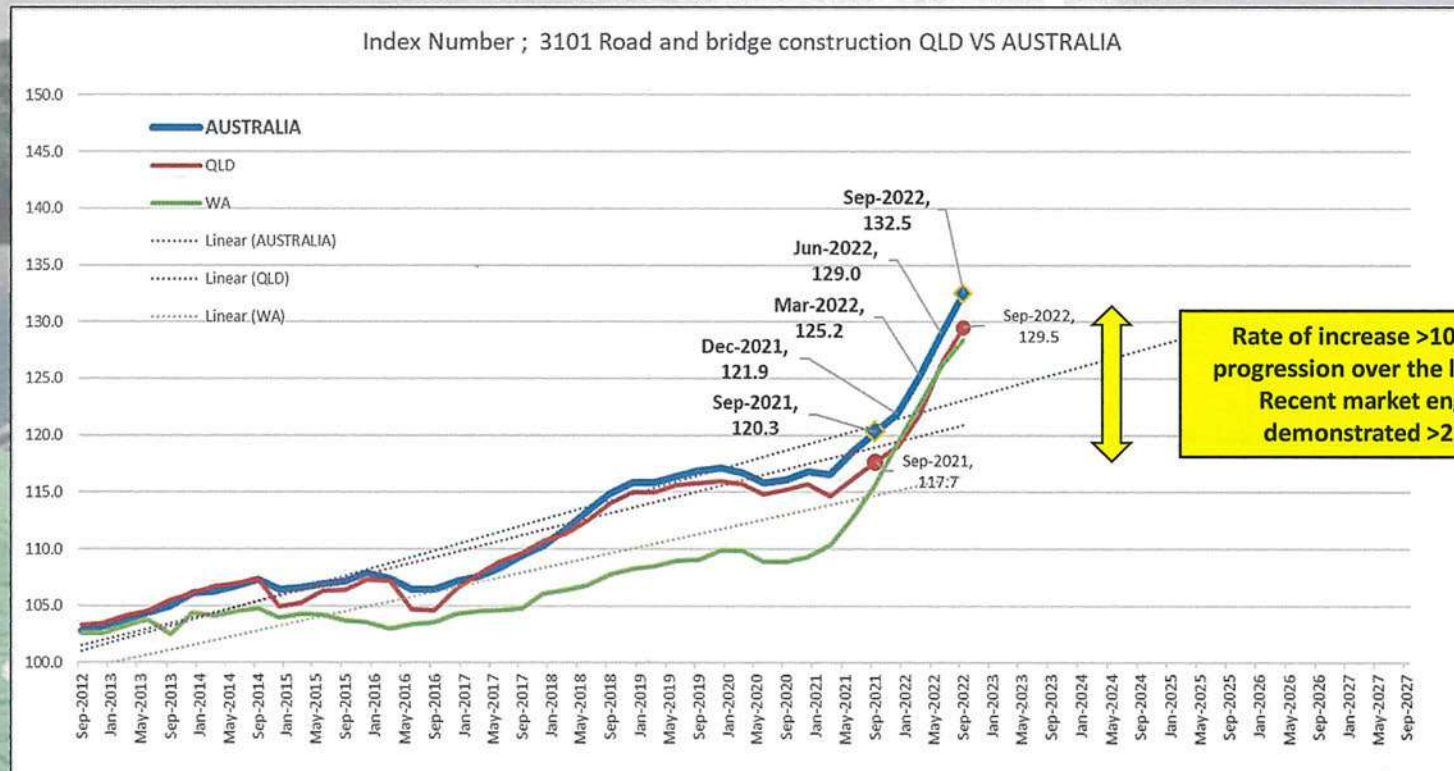
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GBJV confirm that this amount remains valid for 40-days only until **21 December 2022** in line with the potential Award date as advised by TMR of 16 December 2022.

Centenary Bridge upgrade

Information for Uplift to Tender

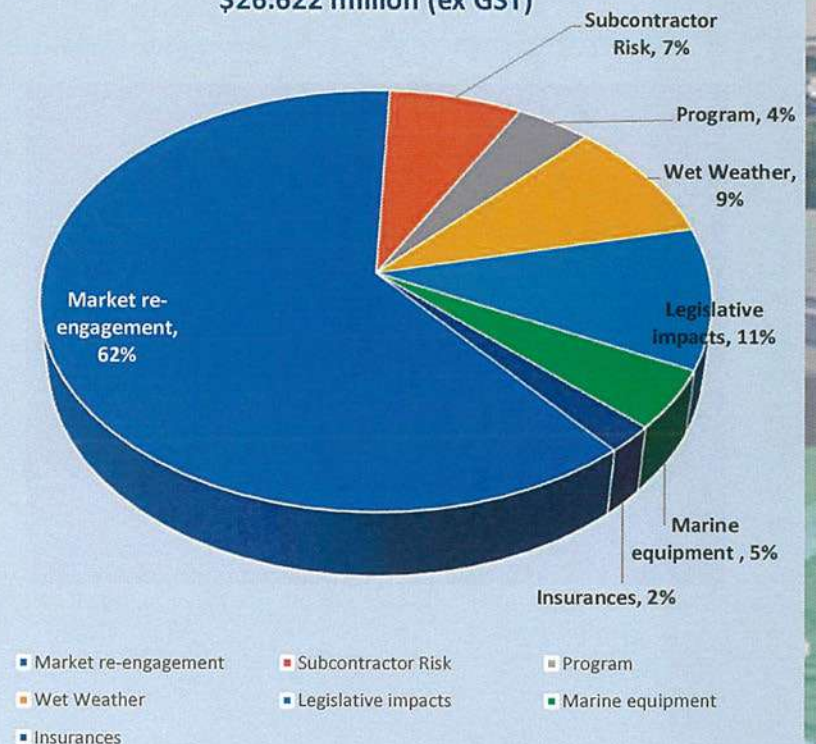


Centenary Bridge upgrade

Uplift Detail

Aspect	Comments
Market re-engagement	Costs from assessment less R&F calculation - Asphalt: +39% - Concrete: +24% - Conduits: +32% - Copper: >30% - Fuel: +47% - Gravel: +28% - Plant & Equipment: +23% - Reinforcement: +17% - Steel: +16%
Risk of Subcontractor Availability	<75% coverage to recent requests Therefore, >25% chance that the Price utilised is no longer available.
Program Extension	16 weeks of contingency lost ➤ Longer lead items contribute to longer period between Award and Stage 1 completion
Wet Weather - additional risk	Additional 2 weeks per year x 3 1/4 years ➤ Original Tender based on 8% lost-time but now at 12%; projects in last 18-months are experiencing 20%
Legislative Impacts	The opportunity for earthworks within Stage 1 to be complete before change in levy is no longer possible.
Barge Availability and Mobilisation	Low availability of barge & marine equipment: ➤ Brisbane River Projects currently underway – 2 x Green Bridges & Queen's Wharf Bridge; BCC flood repairs
Insurance	Unfavourable market conditions for obtaining policies for coverage of works within the Brisbane River

Uplift Detail
\$26.622 million (ex GST)



DISCUSSION



23 November 2022

Mr Cameron Messer
Department of Transport and Main Roads (TMR)
Level 6, 313 Adelaide Street
Brisbane QLD 4000

Dear Mr Cameron Messer,

RE: Centenary Bridge Upgrade Project – Project Number: 669801 – Contract Number: CN-13712

Georgiou Group and BMD Constructions Joint Venture (GBJV) responds to the Principal's request for further information and clarification in respect of two items from our Submission (11 November 2022) regarding our Tender to construct the Centenary Bridge Upgrade Project (26 October 2021).

Tender Escalation Meeting (15 November 2022) Minutes

GBJV confirm receipt of the Minutes of Meeting and that they are a fair and accurate record of the conversations which took place.

GBJV do note that there is one minor point of misinterpretation - the minute stating, "*reduced availability across subcontractors and suppliers, resulting in 16 weeks contingency lost in Stage 1.*"

This should read "*reduced availability across subcontractors and suppliers, resulting in 16 weeks contingency lost over the Project duration.*"

Task #1 - Wet Weather

TMR has requested that GBJV respond to the following request clarifying inclement weather allowances.

Wet weather additional allowance of 2 weeks per year – need to ensure this is an industry wide adjustment that is applicable to any tender, Evidence required to demonstrate this

Part 1: Statistical Approach

GBJV uses a statistical approach in the calculation of inclement weather and its application to various tasks within the allocated Calendars in the Program.

As a general rule - Earthworks, Drainage, Pavements and similar ground-disturbing type tasks are assigned High Risk, whereas Structural Concrete and similarly discrete and above-ground tasks are assigned to be Low Risk.

Daily rainfall amounts are then balanced against the probable number of days of delay caused by such an amount, as per Table 1. GBJV advises that this table is consistently used as the default in many tenders including the original and recent submissions for the Centenary Bridge Upgrade.

Table 1 - Adopted limits for effects of rainfall

Adopted Limits for Effect	Rain (mm)	High Risk Delay (d)	Low Risk Delay (d)
0 - 5mm	0	0	0
5 - 15mm	5	1	0
15 - 25mm	15	2	1
25 - 50mm	25	3	2
> 50mm	50	5	3

Within both the original Tender and the recent Submission, GBJV utilised rainfall data from the neighbouring Archerfield Airfield (Bureau of Meteorology, BOM Station #40211) A macro is then run to determine the average likely effect that the given set of rainfall data would have against a five day working week eg, a rainfall event that would typically cause a two day delay has no effect if those days happen to have struck over a public-holiday, long weekend.

The annual average effect of the number of lost days that would be incurred for various data sets is provided in Table 2. However, the actual output is provided on a month-by-month basis and it is this month-by-month data that is then used within the working calendars of the Program.

Table 2 - Outputs of rainfall analysis - numbers of lost working days annually for various scenarios

Activity description	Last decade only (2012 onward)	21 st Century only (2001 onward)	La Nina years only [^]
High Risk Activities	37.35	39.42	48.18
Low Risk Activities	11.83	12.84	21.93

[^] the data from the year preceding and the year succeeding a La Nina declared year was used, in effect 29 years of data within the 92 years available for this BOM Station.

The following observations can be made:

- a moderate difference occurs when filtering for more recent data but a larger difference results when filtering for the La Nina declared and/or susceptible years.
- depending upon the time of year and whether the Critical Path is proceeding through High or Low Risk activities eg, pavements in the wet season, the overall all extension to the Program can be quite different.
- the longer that a series of High Risk activities spend on the Critical Path the more 'allowed rain days' they capture
- activities that may have been previously sub-critical on a dry calendar may have their total float consumed and may then also form part of a new and longer Critical Path
- whilst La Nina years are known for the larger single rainfall events, in this statistical model, it is the accumulation of far more frequent lesser events that produce a larger allowance of lost-days to the Low Risk activities. This often contributes to extending a Critical Path and hence, program duration, throughout the less wet portion of the year.

Part 2: Climate Approach

BMD obtained a consultant's report in respect of the rainfall incurred at its Deception Bay Interchange Upgrade project, which is 42-kilometres from the Centenary Bridge site and was under-construction from 2022.

This report was received on 10 October 2022 and the data mentioned below is from that project. The report was focussed upon site-based weather experiences versus reasonable expectations from historically available data.

Figure 1 compares the cumulative monthly Southern Oscillation Index (SOI) indices to cumulative rainfall in Caboolture and demonstrates the regional impact of La Nina. Overall, 2022 ranked as the 9th highest in terms of SOI cumulative values and the 3rd wettest in terms of annual rainfall totals from 127 years of data. Note: The 2022 data ended in September and therefore not for a complete year long period.

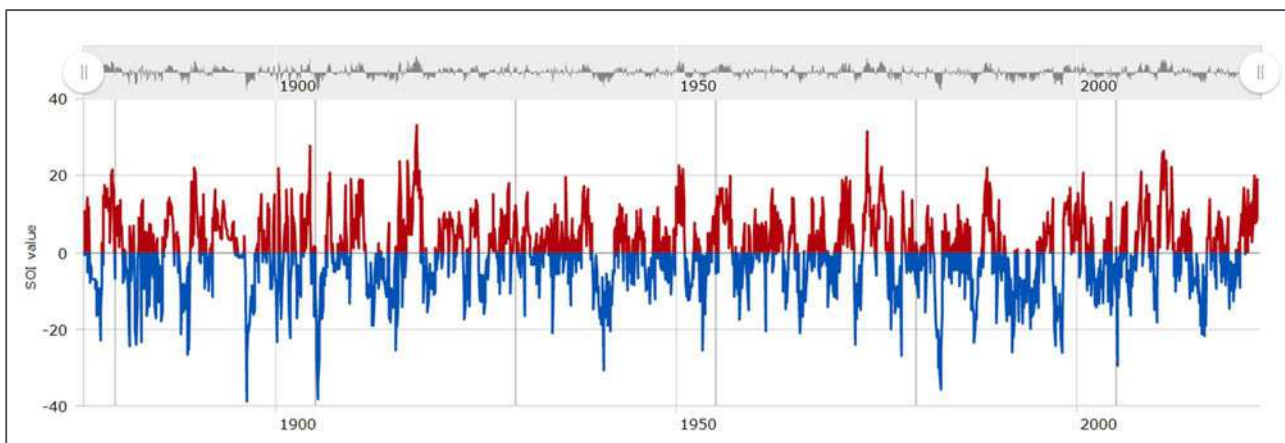
Figure 1 - Southern Oscillation Index versus Annual Rainfall totals.



It is also notable that for twelve years within the 21st Century (2000, 2004, 2006, 2008-13, 2015, 2018 and 2022) were all above median rainfall. Also, for a given SOI values eg, approximately 85, the resulting rainfall recorded for years occurring in the 21st Century ranged for just below average 2021 (-10%) to well above average 2012 (+55%) implying that typical wet years are becoming wetter.

The frequency and intensity of the SOI peaks (see Figure 2) associated with significantly above average annual rainfall totals, is also increasing. Twelve such peaks are noticeable in the 20th Century whereas, five peaks have already occurred within the first two decades of the 21st Century. This suggests that wetter years are becoming more frequent.

Figure 2 - Southern Oscillation Index observations (1876 onward)



Whilst rainfall totals are increasing the correlation to the number of rain days per year or per month, is also rising. The report found that the median expectation as well as the 75th and 90th percentiles for the number of raindays in La Nina effected years rises. The significance being that that the more frequently wet years and the more significant rainfall totals incurred within those years is not solely driven by singular mass rain events but by a larger number of raindays across the calendar year - refer to comparisons between Tables 3A and 3B.

Table 3A - Risk of raindays by month for all data

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Totals
Median	8	10	9	5	5.5	5	4	3	4	5	7	7	72.5
75th Percentile	10	12	11.25	8	8	6.75	5	4.5	5.5	9	9	10	99
90th Percentile	13	15	14.8	11	10	9	7	7.9	7	11	10	12	127.7
95th Percentile	18.2	18.9	15	12.3	11.6	9.35	8.4	8	8.5	14	12.65	14.1	151

Table 3B - Risk of raindays by month for data obtained from La Nina years

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Totals
Median	10	10.5	9.5	5.5	6.5	5.5	4.5	3	5	6	8	9	83
75th Percentile	14	15.25	12.25	8	10	7.25	6	5.5	7	10	9.5	12	116.75
90th Percentile	20.8	19	14	11.6	11.9	9	8.8	8	7.3	13.3	11.2	14.5	149.4

Part 3: Program effects

The typical statistical model as described in Part 1 is not sufficiently capturing the effects of Climate Change as detailed through Part 2. The combined data analysis identifies natural features that are relevant, both in isolation and in combination with one-another, to the impact upon the works. These are:

- longer, more frequent and more intense La Nina periods
- well above average with record daily totals produced by significant totals on individual days and greater distribution of rain days throughout the year
- lower solar radiation (energy to assist in evaporation of the water from the soil) which is reflective of the number of rain days and cloudy days when there is no rainfall.
- soil moisture has lesser opportunity regulate by evaporation or, if it does drain, it is replenished by more frequent number of rain days

Collectively, a larger number of raindays per month and application to Low and High Risk activities, which contribute to increasing a program duration.

In the context of the Dry Program submitted by GBJV on 11 November 2022, we found that the increased duration of Stage 1 in particular captured a greater amount of raindays and contribution to our Critical Path once the conversion to a Wet Program occurred. This was in part driven by the longer lead times for materials and mobilisation periods for specialist resources that retained the Critical Path on activities outside of and prior to the bridge works. And then, even though the bridge works are a less risky activity, the increased frequency of rain events, extended their overall duration on the Wet Program too.

A similar result occurred in Stages 2A, 2B and 3 as well as the conventional demolition activities within Stage 2C - these stages are dominated by activities which are of higher susceptibility to wet weather and therefore, resulted in a greater extension of the Critical Path for the Wet Program.

Conclusion

The combined effects of the available data on the longer lead times for crucial items accumulating in to different works being conducted in different seasons, increased the vulnerability of the project duration to the effects of inclement weather by approximately two additional lost weeks per year.

Inclement weather is not within the control of the Contractor. While we can generally establish indirect mitigation measures, our ability to minimise the impacts are reduced by the following;

- Enterprise Agreements and societal expectations of a continuity of base pay
- Inability to re-deploy on the short term due the safety process requirements and inefficiency burden

These factors have been considered and implemented across recent ie, the last six to nine months, tenders submitted by Georgiou and BMD as well as in separate Joint Ventures that each of the two organisations have participated in.

Task #2 - Waste Levy

TMR has requested that GBJV respond to the following request for information.

Waste levy – more evidence to demonstrate how GBJV arrived at the additional \$2.9M uplift.

From our Tender in October 2021, GBJV were anticipating an Award in December 2021, in which case, the vast majority of excavated and spoiled material - for both temporary and permanent works - would have occurred within the 18 available months prior to July 2023. Further details:

- original contract award date of 17 December 2021
- GBJV's original Tender program indicated that there would be a significant amount of earthworks undertaken this included the active transport path, bulk earthworks and cuttings, establishment works and hardstands, permanent and temporary pavements, piling, public utilities, retaining walls and stormwater drainage
- we estimate, according to our original program, that there was >25,300m³ of spoil (clean earth fill) was to be removed from Site during this during the period between July 2022 and June 2023

In July 2022, the Queensland government advised (extract from website in Figure 3 below) that the levy exemption for the disposal of clean earth fill to landfill was to be removed and would hence be charged at the general waste levy in the applicable zone from which it was generated.

The anticipated 12 month delay in Award has effectively pushed this extent of our works beyond 1 July 2023, exposing these works to the changed and increased levy fees.

As GBJV are now not anticipating that we will obtain Possession of Site prior to March 2023, we will have very limited opportunities to conduct any meaningful quantities of earthworks prior to June 2023.

Figure 3 - Extract from website, Queensland Government > Environment, land and Water > Waste levy changes

Changes to waste levy exemptions

From 1 July 2023, the levy exemption for clean earth disposed to landfill will be removed. Clean earth is a resource that can be used for many purposes other than disposal in landfills. The Queensland Government is the only government that provides a levy exemption for clean earth, one of the most disposed waste types since the levy started.

From this date, disposal of clean earth into landfill will be charged at the general waste levy rate of the levy zone it is generated in. This start date allows business and industry time to build capacity and processes to divert this resource away from landfill.

In addition, the rules for the levy exemption for waste used by landfill operators for operational purposes will also be reviewed, with changes to be in place by 1 July 2023.

With an estimated conversion rate of 2 tonnes per m³, we estimate that there could be approximately 50,600 tonnes of spoil that may be subject to the levy, totalling over \$5.3 million in additional levy costs that we are now at risk of incurring. Virtually all of the Project's earthworks will therefore be disposed of later and therefore attract the higher rates. Given the significant amount of activity in the marketplace, we expect that we will experience difficulty in finding alternate spoil locations in the vicinity of the Project and therefore have allowed for 50% of the material (equivalent to \$2.65 million based on the above) that will now go to landfill including provision for margin on levies.

Conclusion

GBJV note that TMR has approximated this figure as \$2.9 million. GBJV accept this a fair reckoning of our loss of opportunity as a result of this regulatory changes instituted after the submission of our Tender.

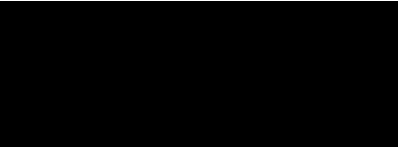
Industrial engagement

On a separate matter, GBJV believe that we have concluded an agreement that aligns with the objectives for Centenary Bridge Upgrade Project. Our intention is to lodge this agreement with Fair Work before 30 November 2022.

The GBJV commitment

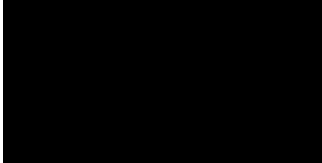
We are committed to working with TMR to further optimise our delivery solution and utilise the Government's investment in the Centenary Bridge Upgrade to improve local industry resilience and sustainability. We look forward to the progressing and in the normal course of events, finalising this opportunity to continue to work productively with TMR.

Please contact **Leigh Hahn** <[REDACTED]> on [REDACTED] should you require further information.



Gary Georgiou

Executive General Manager
Georgiou Group



Gerard Keynes

General Manager - Northern Region
BMD Constructions

Attachments:

- Nil

Cost Comparison Report: Centenary Bridge Upgrade Project

November 2022

Prepared for:
TMR Metropolitan District

Prepared by:
Program Management Improvement (PMI) Unit

Executive Summary

The Centenary Bridge Upgrade Project (the 'Project') is being delivered by TMR Metropolitan District as a Transport Infrastructure Contract – Construct Only (TIC-CO) contract and the tender was closed in October 2021. As of the date of this report (November 2022), the project is currently in the tender evaluation stage.

Program Management Improvement (PMI) unit were engaged by TMR Metropolitan District to investigate potential changes to the construction cost between the time period of October 2021 and November 2022. This report presents the findings from the cost comparison analysis completed by PMI.

The methodology used by PMI for this exercise was to develop an engineer's estimate for the civil works, new bridge works and existing bridge works components (work packages A, B and C respectively) in the construction cost schedule. These estimates were developed independently of the original detailed design cost estimate (prepared in January 2021) and tenderer unit rates.

PMI isolated the significant cost work items from each work package and costed these items using a first principles estimating approach in Expert Estimation 2014. This involved building a detailed cost breakdown of each work item from the resource level – material, sub-contract, plant, and labour. Consequently, 70% to 80% of the total cost for work packages A, B and C were analysed by preparing first principles cost breakdowns for key work items.

PMI prepared cost estimates for two base dates: tender date (October 2021) and current date (November 2022). The October 2021 estimate was prepared using resource rates from SmartCost database version 2021.02 (October 2021). A separate cost estimate for the current date (November 2022) was then prepared using resource rates from SmartCost 2022.02 (October 2022) and tender data from recent TMR construction contracts.

The PMI estimates for October 2021 and November 2022 were compared to identify any cost changes for the project. These results are summarized in Table 1. It can be seen that there is a cost increase for all work packages: +17.9% for civil works, +9.8% for new bridge works, and +11.9% for improving existing bridge. The material costs were also analysed, and it was found that there was a 20% to 25% increase in cost for asphalt, pavement materials and culverts, and a 10% increase in cost for steel and concrete.

Overall, this report has determined cost escalation in the market of approximately 20% for civil works activities and 10% for bridge works activities between the period of October 2021 and November 2022.

Table 1: Comparison of PMI Cost Estimate - October 2021 vs. November 2022

Work Package	Work Package Title	PMI Estimate Oct 2021 (Reviewed Items Sub-Total) (\$)	PMI Estimate Nov 2022 (Reviewed Items Sub-Total) (\$)	\$ Difference	% Difference
A	Civil Works	\$41,285,513	\$48,682,787	\$7,397,274	+17.9%
B	New Bridge Works	\$43,786,346	\$48,058,554	\$4,272,208	+9.8%
C	Existing Bridge Works	\$35,195,283	\$39,396,031	\$4,200,748	+11.9%

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Glossary of Terms

Acronym	Definition
PCEM	TMR Project Cost Estimating Manual
PMI	Program Management Improvement team
TIC-CO	Transport Infrastructure Contract – Construction only contract
TMR	Department of Transport and Main Roads

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Appendix A3 – Cost Comparison – Work Package C

Document Control

Version	Date	Details	Author
A	25/11/2022	Cost Comparison Report: Centenary Bridge Upgrade Project	Ruwan De Silva

Prepared By:

Ruwan De Silva – Principal Advisor (Estimating & Risk)
Program Management Improvement (PMI)
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Senior Advisor (Estimating & Risk)

[REDACTED]

[REDACTED]

1 Introduction

1.1 Background

The Centenary Bridge Upgrade Project was released for open market tender (TIC-CO contract) in October 2021 and tender was awarded in January 2022. As of the date of this report (November 2022), the project is currently in the tender evaluation stage.

TMR Metropolitan District engaged PMI Unit to complete tender rate comparison as part of the tender evaluation process. The aim of this exercise was to investigate potential changes to the construction cost estimate between the period of October 2021 and November 2022.

1.2 Sources of Information

The following sources of information were used to undertake the tender comparison review:

- Construction cost schedule – Tender form C7810 M1
- Design drawings
- SmartCost Database (v2021.02 and v2022.02)
- Detailed Design - Basis of Estimate Report: 1780 – Centenary Bridge Upgrade (Ranbury Management Group)

2 Develop Uplift Cost

2.1 Basis

PMI prepared first principles estimate using Expert Estimation 2014 which is the TMR mandated tool for first principles cost estimating. The SmartCost database was used as the basis for cost breakdowns on MRS work items. For Non- Standard items, PMI used industry common practice methods, resources, and production rates. The cost estimates were developed in accordance with the requirements and processes outlined in the Project Cost Estimating Manual (PCEM) 8th Edition.

PMI prepared the estimates using SmartCost October 2021 version and limited for only major items. First Principles estimating approach was used to develop the engineer's cost estimates for Work Package A (Civil Works), Work Package B (New Bridge Works), and Work Package C (Existing Bridge Works). This method involves building up the detailed cost breakdown of an individual work item by considering the underlying labour, plant, material, and resource components. First principles estimating provides for a more accurate build-up of the cost compared to unit rate or hybrid estimating methods – which are limited due to high level approach and lack of project specific conditions.

The major cost work items from each work package were costed using first principles approach. Consequently, the percentage of the total cost reviewed for work packages A, B and C were 79%, 72% and 74% respectively (as shown in Table 2). Work Package D (Sinnamon Road Intersection) was not reviewed as it did not contain any major cost work items or significant costs. PMI used overheads as assumed by the contractor in M10 schedule.

PMI then updated estimate resource rates of the original estimate using SmartCost 2022 version and some rates were adjusted for current market conditions.

Table 2: Cost Estimate Review - Percentage of Work Package Total Cost

Work Package	Work Package Title	Total Amount (Tender Submission) (\$)	Contract Schedule Items Reviewed		
			No. of Items	Reviewed Items Sub-Total (\$)	Percentage of Total Amount (Tender Submission) (%)
A	Civil Works	\$50,685,496	50	\$39,973,259	79%
B	New Bridge Works	\$55,337,517	131	\$40,095,479	72%
C	Existing Bridge Works	\$42,567,686	33	\$31,330,913	74%
D	Sinmamon Road Intersection	\$618,178	-	-	-

2.2 Methodology

Cost estimates for work packages A, B and C were developed for the base dates of October 2021 and November 2022. The following general steps were used:

Cost Estimate for October 2021:

1. Identify major work items (on basis of cost) for work packages A, B and C
2. Build the detailed cost breakdown for major work items using SmartCost 2021.02 (October 2021)
3. Modify cost breakdowns for project specific requirements
4. Adjust resource rates as required

Cost Estimate for November 2022:

5. Create copy of October 2021 cost estimate
6. Update the resource rates from SmartCost database 2022.02 (November 2022)
7. Adjust resource rates as required.

2.3 Limitations

The following limitations should be noted:

- PMI assumed traditional method for bridge erection as opposed to girder launching
- Bridge casting at site
- Bridge costs assume no recycling e.g. material and steel moulds (which can reduce price significantly)

3 Results of Cost Comparison

The cost estimates developed by PMI for work packages A, B and C are provided in Appendix A. Within each schedule of items, yellow highlighting has been marked against all work items that were reviewed using first principles method. Separate columns provide the unit rate and total amount for base date of October 2021 and November 2022.

The summary of cost estimate figures for October 2021 and November 2022 are provided in Table 3. It should be noted that the values for total amount in the table are only for the work items that were reviewed – that is, a sub-total of the total work package amount. A trend is apparent in the results with an increase in cost across all work packages: +17.9% for civil works, +9.8% for new bridge works, and +11.9% for existing bridge works.

The change in material cost for October 2021 vs. November 2022 was also analysed by considering material cost items (not including transport) for civil works and bridge works – as shown in Table 4. It can be seen that there is a 20% to 25% increase in cost of asphalt, culverts, and pavement materials and 10% increase in steel and concrete costs.

Table 3: Comparison of Cost - October 2021 vs. November 2022

Work Package	Work Package Title	PMI Estimate Oct 2021 (Reviewed Items Sub-Total) (\$)	PMI Estimate Nov 2022 (Reviewed Items Sub-Total) (\$)	\$ Difference	% Difference
A	Civil Works	\$41,285,513	\$48,682,787	\$7,397,274	17.9%
B	New Bridge Works	\$43,786,346	\$48,058,554	\$4,272,208	9.8%
C	Existing Bridge Works	\$35,195,283	\$39,396,031	\$4,200,748	11.9%

Table 4: Material Cost Items - October 2021 vs. November 2022

			Total Amount (Reviewed Items)		
Work Package	Title	Material	October 2021	November 2022	% Difference
A	Civil Works	Asphalt	\$2,803,195.68	\$3,379,651.33	20.6%
		Culverts	\$1,668,799.06	\$2,080,437.60	24.7%
		Pavement Material	\$3,113,070.97	\$3,914,929.51	25.8%
B +C	New Bridge Works + Existing Bridge Works	Concrete	\$26,016,787.23	\$28,668,753.34	10.2%
		Steel	\$30,432,877.33	\$33,638,691.45	10.5%

4 Conclusion

This report investigated costs comparison between October 2021 and November 2022 for Centenary Bridge Upgrade Project. The aim was to determine if any cost escalation was present for civil works and bridge works activities between the tendered date (October 2021) and the current date (November 2022).

It was found that on average, there was an increase of approximately 10% for bridge work activities and 20% for civil works activities.

Appendix A1:

Cost Comparison - Work Package A



Tender Schedule M1: Schedule of Rates

Contract Number: CN-13712

MTR - Centenary Bridge Upgrade

Project Number: 669801

METD 201-U18A; Centenary Motorway (Ellen Grove - Toowong), Centenary Bridge Upgrade; 669801

WKP-00041246 Work Package A: Civil Works

The Tenderer's attention is directed to the Conditions of Tendering and the General Conditions of Contract for requirements for the Schedule of Rates and Payment Provisions.

NOTE: Estimate must be considered absolutely as the property of Transport and Main Roads until the acceptance of a tender, and must under no circumstances be divulged.

Work Item Number	Contract Schedule Item Description	Unit of Measure	Quantity	Unit Rate (excl.GST)(\$)	Amount \$ c	PMI Estimate: Oct 2021		PMI Estimate: Nov 2022		Comparison (Difference): Oct 2021 vs. Nov 2022	
						Unit Rate (excl.GST)(\$)	Amount \$ c	Unit Rate (excl.GST)(\$)	Amount \$ c	Amount \$ c	%
20000	Provision for Traffic(MRS02 NOV 19)										
20002.01	Travel Time Surveys	lumpsum	1	\$139,828.37	\$139,828.37						
20008.01P	Supply of anti gawking screens (Provisional Quantity if ordered)	m	400	\$177.32	\$70,928.00						
20012.01P	Installation of anti gawking screens (Provisional Quantity if ordered)	m	400	\$35.85	\$14,340.00						
20016.01	Traffic management inspections	lumpsum	1	\$30,430.55	\$30,430.55						
20017.01	Planning of temporary traffic management (TMP)	lumpsum	1	\$914,971.40	\$914,971.40	\$166,471.62	\$166,471.62	\$172,126.00	\$172,126.00	\$5,654.38	3.40%
20018.01	Design of temporary traffic management (TGS)	lumpsum	1	\$27,691.80	\$27,691.80						
20019.01	Implementation, maintenance and removal of temporary traffic management	lumpsum	1	\$9,865,470.02	\$9,865,470.02	\$10,031,135.80	\$10,031,135.80	\$12,269,082.87	\$12,269,082.87	\$2,237,947.07	22.31%
20020.01	Administration of temporary traffic management	lumpsum	1	\$252,000.00	\$252,000.00	\$237,722.61	\$237,722.61	\$315,608.44	\$315,608.44	\$77,885.83	32.76%
20100	Contractor's Site Facilities and Camp(MRS28 NOV 19)										
20101.01	Contractor's site facilities	lumpsum	1	\$4,456,325.63	\$4,456,325.63	\$5,327,103.60	\$5,327,103.60	\$5,777,517.98	\$5,777,517.98	\$450,414.38	8.46%
20101.02P	Site Facilities for the Administrator Option 1 (Refer to MRTS28.1), provisional quantity, if ordered	lumpsum	1	\$14,000.00	\$14,000.00						
20101.03P	Site Facilities for the Administrator Option 2 (Refer to MRTS28.1), provisional quantity, if ordered	lumpsum	1	\$7,000.00	\$7,000.00						
20150	Specific Quality System Requirements(MRS50 MAR 21)										
20151.01	Supply of As Constructed documents	item	1	\$70,000.00	\$70,000.00						
20200	Environmental Management(MRS51 JUL 20)										
20202.01	Develop Environmental Management Plan (Construction)	lumpsum	1	\$7,220,348.55	\$7,220,348.55	\$49,324.38	\$49,324.38	\$51,006.18	\$51,006.18	\$1,681.80	3.41%
20203.01	Implement Environmental Management Plan (Construction)	lumpsum	1	\$140,000.00	\$140,000.00	\$8,020,174.47	\$8,020,174.47	\$8,810,764.53	\$8,810,764.53	\$790,590.06	9.86%
20204.01	Monthly Environmental Reporting	lumpsum	1	\$294,000.00	\$294,000.00						
20206.01	Approvals	lumpsum	1	\$21,000.00	\$21,000.00						
20207.01P	Water Quality Monitoring (Provisional Item, if ordered)	lumpsum	1	\$44,223.70	\$44,223.70						
20211.01	Cultural Heritage Management	lumpsum	1	\$35,000.00	\$35,000.00						
20212.01P	Noise Assessment Report (Provisional Item, if ordered)	lumpsum	1	\$6,874.50	\$6,874.50						
20213.01P	Develop Noise Management Plan, (Provisional Item if ordered)	lumpsum	1	\$1,960.41	\$1,960.41						
20217.01P	Implement Noise Management Plan,(Provisional Item if ordered)	lumpsum	1	\$19,212.01	\$19,212.01						
20221.01P	Vibration Assessment Report, (Provisional Item if ordered)	lumpsum	1	\$6,874.50	\$6,874.50						
20222.01P	Condition Surveys, (Provisional Quantity if ordered)	each	25	\$1,981.37	\$49,534.25						
20226.01P	Develop Vibration Management Plan, (Provisional Item if ordered)	lumpsum	1	\$1,960.41	\$1,960.41						
20230.01P	Implement Vibration Management Plan, (Provisional Item if ordered)	lumpsum	1	\$34,032.71	\$34,032.71						

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Work Item Number	Contract Schedule Item Description	Unit of Measure	Quantity	Unit Rate (excl.GST)(\$)	Amount \$ c	PMI Estimate: Oct 2021		PMI Estimate: Nov 2022		Comparison (Difference): Oct 2021 vs. Nov 2022	
						Unit Rate (excl.GST)(\$)	Amount \$ c	Unit Rate (excl.GST)(\$)	Amount \$ c	Amount \$ c	%
20234.01P	Air Quality Monitoring (Provisional Quantity, if ordered)	each	4	\$19,850.96	\$79,403.84						
20238.01P	Management of Contaminated Sites, (Provisional Quantity, if ordered)	m^3	100	\$534.95	\$53,495.00						
20242.01P	Fauna Management (Provisional Item, if ordered)	lumpsum	1	\$66,950.86	\$66,950.86						
20246.01P	Biosecurity Matter Control, (Provisional Item, if ordered)	lumpsum	1	\$17,145.88	\$17,145.88						
20250.01P	Investigation of Contaminated Sites (Provisional Quantity, if ordered)	lumpsum	1	\$29,610.02	\$29,610.02						
20254.01P	Complaint-related Noise Assessment and Management (Provisional Quantity, if ordered)	lumpsum	1	\$7,841.64	\$7,841.64						
20258.01P	Complaint-related Vibration Assessment and Management (Provisional Quantity, if ordered)	lumpsum	1	\$7,841.64	\$7,841.64						
20500	General(MRS52 JUL 18)										
20501.01	Erosion and Sediment Control Plan/s	lumpsum	1	\$45,554.53	\$45,554.53						
20502.01	Erosion and Sediment Control Devices (Non-Itemised)	lumpsum	1	\$156,055.97	\$156,055.97						
21300	Managing and Removing Asbestos(MRS96 JUL 17)										
21301.01	Identifying and managing asbestos on Site [refer to Bridge Design Report]	lumpsum	1		INCLUDED						
21302.01	Removing and disposing of Asbestos Containing Material on Site [refer to Bridge Design Report]	lumpsum	1		INCLUDED						
21400	Construction Surveying(MRSS6 MAR 21)										
21403.01	Supply survey information	lumpsum	1	\$70,000.00	\$70,000.00						
22100	Road Project Site Works - General(MRS170 MAR 21)										
22101.01	Management of PUP authorities (road construction contractor only)	lumpsum	1	\$350,000.00	\$350,000.00						
22103.01	Location of overhead and underground utility assets as per Quality Level B, AS 5488	m	300	\$24.08	\$7,224.00						
22108.01	Excavation [manual mechanical manual and mechanical] process to expose and locate underground utility assets as per Quality Level A, AS 5488	m^3	300	\$191.40	\$57,420.00						
22106.01	Protection of all existing, temporary or permanent utility assets during construction (as per individual Utility Authority requirements)	lumpsum	1	\$140,000.00	\$140,000.00						
22112.01	Modification / adjustment of pits / chambers to final surface level in accordance with Finished Pavement Surface Level	each	1	\$8,255.61	\$8,255.61						
22115.01	Preparation and supply of certified As Constructed drawings including Asset Design and As Constructed (ADAC) documentation, and certified survey (including survey pick up) for relocation and protected underground or overhead utility assets as needed to MRTS56 Construction Surveying.	lumpsum	1	\$24,889.92	\$24,889.92						
22450	Water(MRS170 MAR 21)										
22460.01	Removal and disposal of redundant OD [100] mm [CI property connection] water main [excluding AC] in accordance with [UU-WAT-002 Vigden Lane] undertaken as per [SEQ Code Standards, Water Supply Code of Australia, and Utility Owner specific standard] including pits, valves and hydrants	m	5	\$1,269.44	\$6,347.20						
22550	Waste water / Sewer(MRS170 MAR 21)										
22551.01	Supply, install, test and commissioning of [PE100 PN16 SDR11] rising sewer, DN [125] mm [pressure rating: PN16] in accordance with [Drawing Package No. 582006021 "D-UU-SEW-003"]. Constructed to [SEQ Code Standards, Water Supply Code of Australia, and Utility Owner specific standard] (includes all welding and or jointing requirements) (including valves, vents, chambers, and encasements)	m	229	\$1,827.83	\$418,573.07	\$1,656.69	\$379,382.01	\$1,962.45	\$449,401.05	\$70,019.04	18.46%

NOTE: Estimate must be considered absolutely as the property of Transport and Main Roads until the acceptance of a tender, and must under no circumstances be divulged.

Work Item Number	Contract Schedule Item Description	Unit of Measure	Quantity	Unit Rate (excl.GST)(\$)	Amount \$ c	PMI Estimate: Oct 2021		PMI Estimate: Nov 2022		Comparison (Difference): Oct 2021 vs. Nov 2022	
						Unit Rate (excl.GST)(\$)	Amount \$ c	Unit Rate (excl.GST)(\$)	Amount \$ c	Amount \$ c	%
22551.02	Supply, install, test and commissioning of [SCL-FBPE] rising sewer, DN [457] mm [pressure rating: PN16] in accordance with [Drawing Package No. 582006027 "D-UU-SEW-011"]. Constructed to [SEQ Code Standards, Water Supply Code of Australia, and Utility Owner specific standard] (includes all welding and or jointing requirements) (includes valves, vents, chambers, and encasements)	m	37	\$3,343.03	\$123,692.11						
22555.01	Supply, install, test and commissioning of [PE100 SDR13.6 PN12.5] gravity sewer, DN [160] mm in accordance with [Drawing Package No. 592013021 "LINE 1"]. Constructed to [SEQ Code Standards Water Supply Code of Australia Utility Owner specific standard] (includes all welding and or jointing requirements) (includes access chambers, and encasements)	m	56	\$5,120.48	\$286,746.88	\$6,317.65	\$353,788.40	\$7,690.73	\$430,680.95	\$76,892.55	21.73%
22555.02	Supply, install, test and commissioning of [PE100 SDR21 PN8] gravity sewer, DN [160] mm in accordance with [Drawing Package No. 592013021 "LINE 1"]. Constructed to [SEQ Code Standards Water Supply Code of Australia Utility Owner specific standard] (includes all welding and or jointing requirements) (includes access chambers, and encasements)	m	16	\$778.82	\$12,461.12						
22555.03	Supply, install, test and commissioning of [DIPU PN35] gravity sewer, DN [150] mm in accordance with [Drawing Package No. 592013021 "LINE 2"]. Constructed to [SEQ Code Standards Water Supply Code of Australia Utility Owner specific standard] (includes all welding and or jointing requirements) (includes access chambers, and encasements)	m	12	\$4,504.93	\$54,059.16						
22555.04	Supply, install, test and commissioning of [PE100 SDR21 PN8] gravity sewer, DN [160] mm in accordance with [Drawing Package No. 592013021 "LINE 2"]. Constructed to [SEQ Code Standards Water Supply Code of Australia Utility Owner specific standard] (includes all welding and or jointing requirements) (includes access chambers, and encasements)	m	6	\$1,869.36	\$11,216.16						
22555.05	Supply, install, test and commissioning of [PE100 SDR13.6 PN12.5] gravity sewer, DN [160] mm in accordance with [Drawing Package No. 592013021 "LINE 3"]. Constructed to [SEQ Code Standards Water Supply Code of Australia Utility Owner specific standard] (includes all welding and or jointing requirements) (includes access chambers, and encasements)	m	64	\$6,127.02	\$392,129.28	\$6,412.14	\$410,376.96	\$6,402.13	\$409,736.28	-\$640.68	-0.16%
22555.06	Supply, install, test and commissioning of [PE100 SDR21 PN8] gravity sewer, DN [160] mm in accordance with [Drawing Package No. 592013021 "LINE 3"]. Constructed to [SEQ Code Standards Water Supply Code of Australia Utility Owner specific standard] (includes all welding and or jointing requirements) (includes access chambers, and encasements)	m	88	\$1,628.05	\$143,268.40						

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Work Item Number	Contract Schedule Item Description	Unit of Measure	Quantity	Unit Rate (excl.GST)(\$)	Amount \$ c	PMI Estimate: Oct 2021		PMI Estimate: Nov 2022		Comparison (Difference): Oct 2021 vs. Nov 2022	
						Unit Rate (excl.GST)(\$)	Amount \$ c	Unit Rate (excl.GST)(\$)	Amount \$ c	Amount \$ c	%
22555.07	Supply, install, test and commissioning of [PE100 SDR21 PN8] gravity sewer, DN [160] mm in accordance with [Drawing Package No. 592013021 "LINE 4"]. Constructed to [SEQ Code Standards Water Supply Code of Australia Utility Owner specific standard] (includes all welding and or jointing requirements) (includes access chambers, and encasements)	m	20	\$826.35	\$16,527.00						
22558.01	Treatment of abandoned [VC] DN [150] mm [sewer] main left insitu [excluding AC] in accordance with [Line 1]	m	65	\$141.15	\$9,174.75						
22558.02	Treatment of abandoned [VC] DN [150] mm [sewer] main left insitu [excluding AC] in accordance with [Line 3/4]	m	134	\$91.19	\$12,219.46						
22559.01	Treatment of abandoned sewer access chambers left insitu in accordance with [Line 3/4]	m^3	5	\$1,447.23	\$7,236.15						
22560.01	Removal and disposal of redundant OD [150] mm [VC] sewer mains [excluding AC] in accordance with [LINE 1] undertaken as per [SEQ Code Standards, Water Supply Code of Australia, and Utility Owner specific standard] including pits and valves (includes access chambers)	m	65	\$158.37	\$10,294.05						
22560.02	Removal and disposal of redundant OD [150] mm [VC] sewer mains [excluding AC] in accordance with [LINE 2] undertaken as per [SEQ Code Standards, Water Supply Code of Australia, and Utility Owner specific standard] including pits and valves (includes access chambers)	m	16	\$465.25	\$7,444.00						
30000	Drainage Removal / Demolition(MRS03 JUL 21)										
30001.01	Removal or demolition of culverts, complete [Approx. 285m total]	lumpsum	1	\$69,873.17	\$69,873.17						
30002.01	Removal or demolition of culvert end structures	lumpsum	1	\$4,131.86	\$4,131.86						
30003.01	Removal or demolition of culverts, excluding end structures [Approx. 62m total]	lumpsum	1	\$10,387.38	\$10,387.38						
30006.01	Removal or demolition of concrete kerb and channel including kerb crossings	m	509	\$40.41	\$20,568.69						
30007.01	Removal or demolition of concrete slabs	m^2	7692	\$51.08	\$392,907.36	\$67.27	\$517,419.30	\$71.88	\$552,924.04	\$35,504.73	6.86%
30007.02	Removal or demolition of concrete slabs - median islands	m^2	84	\$71.57	\$6,011.88	\$67.27	\$5,650.44	\$71.88	\$6,038.17	\$387.73	6.86%
30008.01	Removal or demolition of gullies	each	11	\$2,201.06	\$24,211.66						
30009.01	Removal or demolition of access chambers	each	2	\$2,175.22	\$4,350.44						
30250	Supply and Installation of Culverts(MRS03 JUL 21)										
30251.01	Supply and installation of steel-reinforced concrete pipe culvert components, Class [3], [375] mm diameter, [normal] environment	m	439	\$814.02	\$357,354.78	\$788.52	\$346,162.26	\$973.02	\$427,156.83	\$80,994.58	23.40%
30251.02	Supply and installation of steel-reinforced concrete pipe culvert components, Class [3], [450] mm diameter, [normal] environment	m	217	\$562.94	\$122,157.98						
30251.03	Supply and installation of steel-reinforced concrete pipe culvert components, Class [3], [525] mm diameter, [normal] environment	m	144	\$3,402.87	\$490,013.28	\$2,937.38	\$422,982.15	\$3,882.78	\$559,120.97	\$136,138.82	32.19%
30251.04	Supply and installation of steel-reinforced concrete pipe culvert components, Class [3], [600] mm diameter, [normal] environment	m	90	\$4,197.28	\$377,755.20	\$3,194.30	\$287,486.97	\$3,882.78	\$349,450.61	\$61,963.63	21.55%
30251.05	Supply and installation of steel-reinforced concrete pipe culvert components, Class [3], [675] mm diameter, [normal] environment	m	71	\$5,592.97	\$397,100.87	\$5,442.71	\$386,432.30	\$6,692.94	\$475,198.70	\$88,766.40	22.97%
30251.06	Supply and installation of steel-reinforced concrete pipe culvert components, Class [3], [900] mm diameter, [normal] environment	m	43	\$1,248.99	\$53,706.57						

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30251.07	Supply and installation of steel-reinforced concrete pipe culvert components, Class [3], [2x600] mm diameter, [normal] environment	m	6	\$2,158.31	\$12,949.86						
30350	Concrete in Culverts and End Structures(MRS03 JUL 21)										
30358.01	End structures to culverts, reinforced concrete	m^3	1.6	\$8,620.53	\$13,792.85						
30362.01	Aprons to culverts, reinforced concrete	m^3	1	\$6,827.27	\$6,827.27						
30366.01	Precast concrete end structures to culverts, [for 375mm outlet pipe]	each	5	\$2,348.71	\$11,743.55						
30366.02	Precast concrete end structures to culverts, [for 450mm outlet pipe]	each	1	\$2,451.57	\$2,451.57						
30366.03	Precast concrete end structures to culverts, [for 600mm outlet pipe]	each	3	\$3,667.54	\$11,002.62						
30366.04	Precast concrete end structures to culverts, [for 675mm outlet pipe]	each	1	\$3,858.44	\$3,858.44						
30366.05	Precast concrete end structures to culverts, [for 900mm outlet pipe]	each	2	\$5,322.24	\$10,644.48						
30450	Pavement Drainage(MRS03 JUL 21)										
30453.01	Concrete channel, [TMR type 3]	m	285	\$87.62	\$24,971.70						
30453.02	Concrete channel, [TMR type 28]	m	756	\$122.38	\$92,519.28						
30453.03	Concrete channel, [TMR type 28 modified]	m	14	\$182.82	\$2,559.48						
30454.01	Concrete kerb and channel, [TMR type 7]	m	13	\$120.30	\$1,563.90						
30454.02	Concrete kerb and channel, [TMR type 14]	m	252	\$99.61	\$25,101.72						
30454.03	Concrete kerb and channel, [TMR type 14 modified]	m	170	\$123.67	\$21,023.90						
30462.01	Concrete gullies, [900x600mm Double Gully - Field inlet type 1 - refer TMR Std Dwg 1309]	each	1	\$14,544.79	\$14,544.79						
30462.02	Concrete gullies, [900x600mm Gully - Field inlet type 1 - refer TMR Std Dwg 1309]	each	2	\$10,406.47	\$20,812.94						
30462.03	Concrete gullies, [900x600mm Gully - Field inlet type 1 - refer TMR Std Dwg 1309, Dome top cover - refer BCC Std Dwg BSD-8092]	each	5	\$9,558.03	\$47,790.15						
30462.04	Concrete gullies, [930x835mm Gully - Inlet in sag - 'S' lintel - Lid in line - refer TMR Std Dwg 1311]	each	1	\$9,014.34	\$9,014.34						
30462.05	Concrete gullies, [930x835mm Gully - Inlet on grade - 'S' lintel - Lid in line - refer TMR Std Dwg 1311]	each	2	\$8,907.50	\$17,815.00						
30462.06	Concrete gullies, [930x700mm Gully - Inlet on grade for Type 28 channel - refer TMR Std Dwg 1445]	each	13	\$12,386.49	\$161,024.37						
30462.07	Concrete gullies, [930x710mm Gully - Cast in situ side inlet at concrete barrier - refer TMR Std Dwg 1442]	each	6	\$7,893.20	\$47,359.20						
30463.01	Concrete access chambers, [1050mm diameter refer TMR Std Dwg 1307]	each	1	\$9,663.86	\$9,663.86						
30463.02	Concrete access chambers, [1200mm diameter refer TMR Std Dwg 1307]	each	2	\$14,263.69	\$28,527.38						
30463.03	Concrete access chambers, [1500mm diameter refer TMR Std Dwg 1307]	each	1	\$15,071.83	\$15,071.83						
30463.04	Concrete access chambers, [2100mm diameter refer TMR Std Dwg 1307]	each	1	\$20,443.05	\$20,443.05						
30550	Subsurface Drainage(MRS03 JUL 21)										
30551.01	Subsoil drains, Type B, [100] mm diameter	m	114	\$13.59	\$1,549.26						
30552.01	Subsoil drains, Type D	m	1203	\$61.76	\$74,297.28						
30553.01	Subsoil drain outlet connection, [100] mm diameter, to gully	each	7	\$835.55	\$5,848.85						
30553.02	Subsoil drain outlet connection, [90] mm diameter, to pit	each	4	\$825.35	\$3,301.40						
30553.03	Subsoil drain outlet connection, [100] mm diameter, to embankment	each	5	\$665.98	\$3,329.90						
30553.04	Subsoil pipe outlet connection, [100] mm diameter, to embankment outlet	each	32	\$681.97	\$21,823.04						
30554.01	Subsoil drain clean-out, [100] mm diameter, [B]	each	6	\$621.03	\$3,726.18						

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30562.01	Supply and installation of geotextile, strength class [D], filtration class [II]	m^2	180	\$12.30	\$2,214.00						
30562.02	Supply and installation of Bidim A64 geotextile	m^2	450	\$13.20	\$5,940.00						
30650	Protective Treatments(MRS03 JUL 21)										
30653.01	Linings in drains and channels, reinforced concrete (150mm thick N32/10 Concrete, SL62 mesh central)	m^3	162.8	\$1,987.80	\$323,613.84	\$1,386.58	\$225,735.38	\$1,655.47	\$269,510.50	\$43,775.12	19.39%
30654.01	Linings in drains and channels, rock-pitching - refer to drawing 844571	m^2	753	\$91.47	\$68,876.91						
30657.01	Concrete margins (100mm wide x 10mm deep strip in front of retaining wall) - refer to drawing 844633	m^3	1	\$5,325.69	\$5,325.69						
30661.01	Hand placed concrete paving, [100] mm thick - barrier transitions	m^2	54	\$88.11	\$4,757.94						
30661.02	Hand placed concrete paving, 150 mm thick - Cycle Path AT - GRADE	m^2	1336	\$141.95	\$189,645.20						
30661.03	Hand placed concrete paving, 150 mm thick - Cycle Path AT - GRADE Dark Grey (CCS Voodoo) DRG 844596	m^2	15.2	\$161.50	\$2,454.80						
30661.04	Hand placed concrete paving, 180 mm thick - Cycle Path (QUU Cross Over)	m^2	40	\$147.06	\$5,882.40						
30661.05	Hand placed concrete paving, 225 mm thick - Cycle Path (Bridge Access)	m^2	54	\$175.88	\$9,497.52						
30661.06	Hand placed concrete paving, 100 mm thick - no fines concrete under barrier	m^2	161	\$313.41	\$50,459.01						
30662.01	Sprayed concrete paving, [100] mm thick	m^2	93	\$197.13	\$18,333.09						
30665.01	Grouted rock pitching	m^2	82	\$403.40	\$33,078.80						
		m^2	20	\$842.70	\$16,854.00						
30665.02	Grouted rock pitching (Rock Bund) - refer to drawing 844571										
30666.01	Rock protection	m^3	55	\$233.24	\$12,828.20						
30800	Retaining Walls(MRS03 JUL 21)										
30807.01	Crib walls	m^2	10.8	\$1,543.58	\$16,670.66						
32000	Preparation(MRS04 NOV 20)										
32001.01	Clearing and grubbing	m^2	79426	\$1.31	\$104,048.06						
32003.01P	Stripping of topsoil (Provisional Quantity, as directed)	m^3	2072.5	\$27.75	\$57,511.88						
	Excavation and disposal of Unsuitable Material with individual excavation <= 10 m^3 (Provisional Quantity, as directed)	m^3	100	\$149.34	\$14,934.00						
32014.01P											
	Excavation and disposal of Unsuitable Material with individual excavation > 10 m^3 (Provisional Quantity, as directed)	m^3	7490.2	\$59.58	\$446,266.12	\$82.51	\$617,978.95	\$92.74	\$694,658.38	\$76,679.42	12.41%
32018.01P											
32100	Excavation(MRS04 NOV 20)										
32101.01	Excavation, all materials	m^3	37450.9	\$29.61	\$1,108,921.15	\$34.02	\$1,273,967.27	\$39.91	\$1,494,684.14	\$220,716.88	17.33%
32200	Embankment(MRS04 NOV 20)										
32201.01	Embankment	m^3	32621	\$71.25	\$2,324,246.25	\$72.01	\$2,349,034.95	\$90.96	\$2,967,323.60	\$618,288.65	26.32%
32204.01	Supply and installation of geotextile, strength class [C], filtration class [III] [Pavement Type 2, 3, 4, 5]	m^2	9634	\$5.93	\$57,129.62						
32210.01	Verge fill	m^3	1218	\$106.71	\$129,972.78						
32300	Existing Subgrade Testing & Treatments(MRS04 NOV 20)										
32301.01	Subgrade testing	lumpsum	1	\$21,469.75	\$21,469.75						
	Subgrade treatment Type C, replace with unbound granular material [Pavement Type 5] (Provisional Quantity, if Ordered)	m^3	665.7	\$110.66	\$73,666.36						
32314.01P											
	Subgrade treatment Type I, replace with high permeability drainage layer, (Provisional Quantity, if ordered) (Pavement Type 2, 3 and 4)	m^3	5883.6	\$106.64	\$627,427.10	\$176.81	\$1,040,288.44	\$253.05	\$1,488,820.27	\$448,531.83	43.12%
32342.01P											
32400	Backfill(MRS04 NOV 20)										
32401.01	Backfill with earth backfill material [Class A1 min. CBR 7%] [Pavement Type 4]	m^3	3430.5	\$93.36	\$320,271.48	\$129.28	\$443,501.90	\$164.65	\$564,847.95	\$121,346.05	27.36%
32401.02	Backfill with earth backfill material [Class A1 min. CBR 7%] [Pavement Type 5]	m^3	512.3	\$93.56	\$47,930.79	\$129.28	\$66,231.17	\$164.65	\$84,352.60	\$18,121.43	27.36%

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32401.04	Backfill with earth backfill material [Backfill Section 21 and Section 22, refer to drawing 844517]	m^3	23	\$1,062.65	\$24,440.95						
32406.01	Backfill with stabilised sand to [transition barrier backfill] - Refer drawing 844520/844521	m^3	113.4	\$363.40	\$41,209.56						
32407.01	Backfill with lean mix concrete	m^3	213.4	\$413.58	\$88,257.97						
33200	High Strength Geosynthetic Reinforcement in Road Embankments(MRS100 JUL 19)										
33201.01	Supply and Installation of High Strength Geosynthetic Reinforcements (GX 60/60 geogrid) (Basal Reinforcement zone)	m^2	387	\$12.34	\$4,775.58						
40000	Unbound Pavements(MRS05 JUL 21)										
40002.01	Subtype 2.1, Unbound pavement, [Pavement Type 2]	m^3	123.5	\$161.21	\$19,909.44	\$195.39	\$24,130.36	\$276.11	\$34,099.60	\$9,969.24	41.31%
40002.02	Subtype 2.1, Unbound pavement, [Pavement Type 3]	m^3	239.3	\$162.43	\$38,869.50	\$195.39	\$46,756.23	\$276.11	\$66,073.15	\$19,316.92	41.31%
40003.01	Subtype 2.2, Unbound pavement, [Maintenance Track]	m^3	475	\$170.66	\$81,063.50	\$192.17	\$91,280.04	\$243.45	\$115,637.18	\$24,357.15	26.68%
40004.01	Subtype 2.3, Unbound pavement, [Pavement Type 2]	m^3	163.4	\$169.79	\$27,743.69	\$192.17	\$31,400.33	\$243.45	\$39,779.19	\$8,378.86	26.68%
40004.02	Subtype 2.3, Unbound pavement, [Pavement Type 3]	m^3	246	\$163.24	\$40,157.04	\$192.17	\$47,273.45	\$243.45	\$59,887.89	\$12,614.44	26.68%
40006.01	Subtype 2.5, Unbound pavement, [Pavement Type 2]	m^3	169.8	\$161.69	\$27,454.96	\$183.67	\$31,187.42	\$228.36	\$38,776.29	\$7,588.87	24.33%
40006.02	Subtype 2.5, Unbound pavement, [Pavement Type 3]	m^3	244.7	\$155.89	\$38,146.28	\$183.67	\$44,944.42	\$228.36	\$55,880.79	\$10,936.38	24.33%
40006.03	Subtype 2.5, Unbound pavement, [Cyclepath (QUU Crossover)]	m^3	82	\$296.67	\$24,326.94	\$229.53	\$18,821.28	\$283.96	\$23,284.71	\$4,463.44	23.71%
40006.04	Subtype 2.5, Unbound pavement, [Cyclepath (At-Grade)]	m^3	2251.4	\$262.12	\$590,136.97	\$243.74	\$548,754.43	\$299.13	\$673,461.96	\$124,707.52	22.73%
40500	Plant-Mixed Pavement Layers Stabilised using Foamed Bitumen(MRS09 JUL 21)										
40508.01	Plant-mixed pavement layer stabilised using foamed bitumen [300mm, Pavement Type 4]	m^3	4214.1	\$466.85	\$1,967,352.59	\$458.86	\$1,933,662.54	\$578.18	\$2,436,510.02	\$502,847.48	26.00%
40508.02	Plant-mixed pavement layer stabilised using foamed bitumen [250mm, Pavement Type 5]	m^3	642.6	\$464.99	\$298,802.57	\$458.86	\$294,860.48	\$578.18	\$371,538.73	\$76,678.25	26.00%
40511.01	Water curing [base pavement layer]	m^2	16650	\$0.66	\$10,989.00						
40700	Sprayed Bituminous Treatments (excluding Emulsion)(MRS11 JUL 19)										
40721.01	Spraying bituminous material, treatment type [Seal], binder [S45R binder], spray rate [1.5L/m2], [Pavement Type 1]	litre	6302.5	\$3.43	\$21,617.58						
40721.02	Spraying bituminous material, treatment type [Seal], binder [S45R binder], spray rate [1.5L/m2], [Pavement Type 2]	litre	751.4	\$3.42	\$2,569.79						
40721.03	Spraying bituminous material, treatment type [Seal], binder [S45R binder], spray rate [1.5L/m2], [Pavement Type 3]	litre	1694.5	\$3.43	\$5,812.14						
40721.04	Spraying bituminous material, treatment type [Seal], binder [S45R binder], spray rate [1.5L/m2], [Pavement Type 4]	litre	19320.5	\$3.43	\$66,269.32						
40721.05	Spraying bituminous material, treatment type [Seal], binder [S45R binder], spray rate [1.5L/m2], [Pavement Type 5]	litre	3556.8	\$3.43	\$12,199.82						
40721.06	Spraying bituminous material, treatment type [Seal], binder [S45R binder], spray rate [1.5L/m2], [Cyclepath on Bridge]	litre	2108	\$3.86	\$8,136.88						
40721.07	Spraying bituminous material, treatment type [Seal], binder [C170], spray rate [1.5L/m2], [Pavement Type 2]	litre	773.6	\$2.76	\$2,135.14						
40721.08	Spraying bituminous material, treatment type [Seal], binder [C170], spray rate [1.5L/m2], [Pavement Type 3]	litre	1745	\$2.76	\$4,816.20						
40721.09	Spraying bituminous material, treatment type [Seal], binder [C170], spray rate [1.5L/m2], [Pavement Type 4]	litre	20536.7	\$2.77	\$56,886.66						
40721.10	Spraying bituminous material, treatment type [Seal], binder [C170], spray rate [1.5L/m2], [Pavement Type 5]	litre	3789	\$2.76	\$10,457.64						

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40721.11	Spraying bituminous material, treatment type [Seal], binder [C170], spray rate [1.2L/m2], [Maintenance Track]	litre	5700.5	\$3.66	\$20,863.83						
40721.12	Spraying bituminous material, treatment type [Seal], binder [C170], spray rate [1.5L/m2], [Verge]	litre	2414	\$3.23	\$7,797.22						
40721.13	Spraying bituminous material, treatment type [Prime], binder [AMC00], spray rate [1.0L/m2], [Pavement Type 2]	litre	516	\$15.71	\$8,106.36						
40721.14	Spraying bituminous material, treatment type [Prime], binder [AMC00], spray rate [1.0L/m2], [Pavement Type 3]	litre	1196.5	\$15.77	\$18,868.81						
40721.15	Spraying bituminous material, treatment type [Prime], binder [AMC00], spray rate [1.0L/m2], [Maintenance Track]	litre	4325	\$5.65	\$24,436.25						
40721.16	Spraying bituminous material, treatment type [Prime], binder [AMC7], spray rate [0.7L/m2], [Cycle Path Bridge Access]	litre	289	\$12.60	\$3,641.40						
40723.01	Spreading cover aggregate [10mm], [165m2/m3], [including] supply of cover aggregate, [Pavement Type 1]	m^3	25.5	\$800.37	\$20,409.44						
40723.02	Spreading cover aggregate [10mm], [150m2/m3], [including] supply of cover aggregate, [Pavement Type 2]	m^3	3.4	\$608.25	\$2,068.05						
40723.03	Spreading cover aggregate [10mm], [150m2/m3], [including] supply of cover aggregate, [Pavement Type 3] - 1st layer	m^3	14.6	\$616.71	\$9,003.97						
40723.04	Spreading cover aggregate [10mm], [165m2/m3], [including] supply of cover aggregate, [Pavement Type 4]	m^3	78	\$807.28	\$62,967.84						
40723.05	Spreading cover aggregate [10mm], [140m2/m3], [including] supply of cover aggregate, [Pavement Type 4]	m^3	98	\$634.43	\$62,174.14						
40723.06	Spreading cover aggregate [10mm], [165m2/m3], [including] supply of cover aggregate, [Pavement Type 5]	m^3	14.4	\$786.34	\$11,323.30						
40723.07	Spreading cover aggregate [10mm], [140m2/m3], [including] supply of cover aggregate, [Pavement Type 5]	m^3	17.4	\$617.44	\$10,743.46						
40723.08	Spreading cover aggregate [10mm], [215m2/m3], [including] supply of cover aggregate, [Cycle Path (On Bridge)]	m^3	10.4	\$1,442.61	\$15,003.14						
40723.09	Spreading cover aggregate [7mm], [215m2/m3], [including] supply of cover aggregate, [Maintenance Track]	m^3	22.1	\$1,443.25	\$31,895.83						
40723.10	Spreading cover aggregate [7mm], [215m2/m3], [including] supply of cover aggregate, [Verge]	m^3	7.5	\$1,803.85	\$13,528.88						
40723.11	Spreading cover aggregate [10mm], [165m2/m3], [including] supply of cover aggregate, [Pavement Type 3] - 2nd Layer	m^3	8	\$786.11	\$6,288.88						
40723.12	Spreading cover aggregate [7mm], [215m2/m3], [including] supply of cover aggregate, [Cycle Path Bridge Access]	m^3	2	\$2,044.62	\$4,089.24						
40800	Sprayed Bituminous Emulsion Surfacing(MRS12 NOV 18)										
40801.01	Spraying bituminous material, treatment type [Prime], binder [K2], spray rate [1.2L/m2], [Pavement Type 6]	litre	11363.8	\$4.21	\$47,841.60						
40801.02	Spraying bituminous material, treatment type [Prime], binder [K2], spray rate [1.2L/m2], [Cycle Path]	litre	1686.4	\$7.69	\$12,968.42						
41700	Preparation of the Existing Surface(MRS30 JUL 20)										

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41706.01P	Strain alleviating membrane fabric strips (Provisional Quantity)	m	200	\$14.58	\$2,916.00						
41750	Medium Duty Dense Graded Asphalt(MRS30 JUL 20)										
41751.01	Medium duty dense graded asphalt in corrector course, AC [7mm] M mix [Cycle Path (On Bridge)]	Tonne	5	\$494.32	\$2,471.60						
41754.01	Medium duty dense graded asphalt in surfacing course, AC [10mm] M mix [Cycle Path (On Bridge)]	Tonne	151	\$514.02	\$77,617.02						
41800	Heavy Duty Dense Graded Asphalt(MRS30 JUL 20)										
41801.01	Heavy duty dense graded asphalt in corrector course, AC [10mm] H mix [Pavement Type 1]	Tonne	275	\$501.56	\$137,929.00	\$423.14	\$116,362.83	\$518.80	\$142,668.76	\$26,305.94	22.61%
41802.01	Heavy duty dense graded asphalt in base course, AC [20mm] H mix [Pavement Type 4]	Tonne	2043.5	\$360.43	\$736,538.71	\$347.85	\$710,829.84	\$414.54	\$847,113.51	\$136,283.67	19.17%
41802.02P	Heavy duty dense graded asphalt in base course, AC [20mm] H mix [Pavement Repairs] [Provisional Item, if ordered]	Tonne	150	\$415.38	\$62,307.00	\$411.46	\$61,719.11	\$497.35	\$74,602.50	\$12,883.40	20.87%
41802.03	Heavy duty dense graded asphalt in base course, AC [14mm] H mix [Pavement Type 3]	Tonne	145.7	\$381.94	\$55,648.66	\$401.75	\$58,534.77	\$486.53	\$70,887.86	\$12,353.09	21.10%
41803.01	Heavy duty dense graded asphalt in intermediate course, AC [14mm] H mix [Pavement Type 5]	Tonne	303.8	\$385.89	\$117,233.38	\$382.55	\$116,218.87	\$458.11	\$139,174.73	\$22,955.86	19.75%
41803.02	Heavy duty dense graded asphalt in intermediate course, AC [14mm] H mix [Pavement Type 4]	Tonne	1626.5	\$388.50	\$631,895.25	\$367.52	\$597,771.12	\$437.73	\$711,961.34	\$114,190.22	19.10%
41900	Stone Mastic Asphalt(MRS30 JUL 20)										
41901.01	Stone mastic asphalt in surfacing course, SMA [14mm] mix [Pavement Type 1]	Tonne	525.2	\$430.78	\$226,245.66	\$434.84	\$228,378.99	\$530.85	\$278,799.79	\$50,420.80	22.08%
41901.02	Stone mastic asphalt in surfacing course, SMA [14mm] mix [Pavement Type 2]	Tonne	64.5	\$424.24	\$27,363.48	\$476.78	\$30,752.24	\$587.74	\$37,909.42	\$7,157.19	23.27%
41901.03	Stone mastic asphalt in surfacing course, SMA [14mm] mix [Pavement Type 3]	Tonne	141.2	\$425.45	\$60,073.54	\$471.04	\$66,511.22	\$579.96	\$81,889.86	\$15,378.64	23.12%
41901.04	Stone mastic asphalt in surfacing course, SMA [14mm] mix [Pavement Type 4]	Tonne	1609.5	\$432.92	\$696,784.74	\$426.34	\$686,199.86	\$519.30	\$835,818.18	\$149,618.32	21.80%
41901.05	Stone mastic asphalt in surfacing course, SMA [14mm] mix [Pavement Type 5]	Tonne	295.8	\$430.02	\$127,199.92	\$439.21	\$129,916.84	\$536.94	\$158,825.37	\$28,908.53	22.25%
42700	Pavement Drains(MRS38 JUL 17)										
42701.01	Pavement Drain	m	234	\$156.85	\$36,702.90						
42800	Lean Mix Concrete Sub-Base for Pavements(MRS39 NOV 18)										
42801.01	Trim substrate to tolerance	m^2	412.9	\$19.65	\$8,113.49						
42803.01	Supply and place lean mix concrete sub-base	m^3	61.9	\$377.99	\$23,397.58						
42804.01	Finish and cure lean mix sub-base	m^2	412.9	\$3.92	\$1,618.57						
50000	Road Furniture(MRS14 MAR 21)										
50001.01	Demolition of road furniture, as listed in Clause 3 of Annexure MRTS14.1	lumpsum	1	\$737,283.55	\$737,283.55	\$800,112.90	\$800,112.90	\$929,306.71	\$929,306.71	\$129,193.81	16.15%
50002.01	Removal and salvage of road furniture, as listed in Clause 1.1 of Annexure MRTS14.1	lumpsum	1	\$785.95	\$785.95						
50003.01	Removal and re-erection of road furniture, as listed in Clause 4 of Annexure MRTS14.1	lumpsum	1	\$108,035.36	\$108,035.36						
50050	Guidance and Information Systems(MRS14 MAR 21)										
50052.01	Supply of regulatory, warning and hazard sign faces, as listed in Clause 1.3 of Annexure MRS14.1	lumpsum	1	\$3,249.00	\$3,249.00						
50054.01	Supply of direction and information sign faces, as listed in Clause 2.3 of Annexure MRS14.1	lumpsum	1	\$6,498.15	\$6,498.15						
50057.01	Installation of regulatory, warning and hazard signs, [1 post, single sign face] Shared Path	each	10	\$663.49	\$6,634.90						
50057.02	Installation of regulatory, warning and hazard signs, [1 post, dual sign face] Shared Path	each	11	\$603.18	\$6,634.98						
50057.03	Installation of regulatory, warning and hazard signs, [1 post, single signface] Mainline	each	6	\$1,105.47	\$6,632.82						
50057.04	Installation of regulatory, warning and hazard signs, [1 post, dual signface] Mainline	each	12	\$552.97	\$6,635.64						

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50057.05	Installation of regulatory, warning and hazard signs, [2 posts]	each	5	\$1,311.29	\$6,556.45						
50057.06	Installation of regulatory, warning and hazard signs, [4 posts]	each	1	\$6,498.31	\$6,498.31						
50057.07	Installation of regulatory, warning and hazard signs, [in barrier, 0 post] Mainline (attach to bridge barrier)	each	12	\$552.95	\$6,635.40						
50058.01	Installation of direction and information signs, as listed in Clause 2.3 of Annexure MRS14.1	lumpsum	1	\$6,498.46	\$6,498.46						
50061.01	Supply, erection and removal of project signs	lumpsum	1	\$3,248.96	\$3,248.96						
50150	Roadside Structures(MRS14 MAR 21)										
50153.01	Concrete traffic barrier, [TL-5], [with conduit], [without dowels]	m	894	\$674.20	\$602,734.80	\$673.28	\$601,910.98	\$745.47	\$666,453.76	\$64,542.78	10.72%
50153.02	Concrete traffic barrier, [TL-5], [with conduit], [with dowels]	m	29	\$2,202.45	\$63,871.05						
50153.03	Concrete traffic barrier, [TL-5 with .7m fence], [with conduit], [without dowels],	m	25	\$1,568.64	\$39,216.00						
50153.04P	Concrete traffic barrier, [TL-5], [with conduit], [with dowels] - NE Barrier (Provisional Item, if ordered)	m	100	\$832.74	\$83,274.00						
50156.01	Galvanised cover assembly at opening for light pole	each	25	\$2,577.86	\$64,446.50						
50157.01	Galvanised cover assembly at opening for cable pit	each	2	\$2,499.15	\$4,998.30						
50158.01	Split carriageway concrete traffic barrier, [TL-5 to Std Dwg 1468], [with conduit], [without dowels]	m	342	\$1,424.17	\$487,066.14	\$507.38	\$173,525.14	\$717.52	\$245,391.16	\$71,866.02	41.42%
50160.01	Steel beam guardrail, w beam with motorcycle rub rail	m	1024	\$242.05	\$247,859.20	\$239.66	\$245,415.17	\$265.09	\$271,451.14	\$26,035.97	10.61%
50162.01	Steel beam guardrail, terminal type [3]	each	3	\$4,379.09	\$13,137.27						
50162.02	Steel beam guardrail, terminal type [4]	each	5	\$1,979.10	\$9,895.50						
50162.03	Steel beam guardrail, to concrete barrier transition,	each	1	\$3,848.19	\$3,848.19						
50162.04	Steel beam guardrail, guardguard terminal,	each	1	\$53,594.67	\$53,594.67						
50162.05	Ingal BG800 Barrier Gate	each	1	\$140,005.51	\$140,005.51						
50167.01	Fencing, [1200] mm high, [Chainwire]	m	921	\$77.45	\$71,331.45						
50167.02	Fencing, [1800] mm high, [Chainwire]	m	176	\$135.37	\$23,825.12						
50168.01	Gates, [1200 mm high, [2800] mm wide, [33.7 x 2.0 CHS frame and Bracing Grade C350]	each	7	\$3,189.90	\$22,329.30						
50168.02	2.225m high 10m wide double gate with 3 strands of barbed wire to AS 1725.1-2010 (UU Pump Station)	each	1	\$11,065.26	\$11,065.26						
50168.03	Gates Maintenance, As per BCC BSD-7054	each	1	\$2,617.19	\$2,617.19						
50500	Noise Fence(MRS16 MAR 10)										
50503.01	Supply and construction of noise fence, [5.5] m high Timber Fence as per SD1605	m	200								
50503.02P	Supply and construction of noise fence, [5.5] m high Concrete Panel fence as per SD1608 (Provisional Quantity, if ordered)	m	100								
50600	Landscape and Revegetation - Sampling and Testing(MRS16 JUL 17)										
50601.01	Preparation of a Soil Management Plan - Construction - Form A	lumpsum	1	\$9,510.15	\$9,510.15						
50602.01P	Topsoil sampling and testing - Form C (Provisional Quantity)	set of tests	1	\$575.11	\$575.11						
50606.01P	Manufactured site topsoil sampling and testing - Form D (Provisional Quantity)	set of tests	1	\$575.11	\$575.11						
50610.01P	Subsoil sampling and testing - Form E (Provisional Quantity)	set of tests	1	\$346.11	\$346.11						
50614.01P	Drainage basin soil sampling and testing - Form F (Provisional Quantity)	set of tests	1	\$575.11	\$575.11						
50700	Landscape and Revegetation - Imported Materials(MRS16 JUL 17)										
50701.01P	Amelioration agent - agricultural lime, dolomite and / or gypsum (Provisional Quantity, if ordered) [agricultural lime, agricultural dolomite, agricultural gypsum]	Tonne	30	\$186.86	\$5,605.80						
50709.01P	Imported topsoil (Provisional Quantity, if ordered)	m^3	3292	\$31.92	\$105,080.64						

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50713.01P	Imported mulch (Provisional Quantity, if ordered) [description]	m^3	745.8	\$25.60	\$19,092.48						
50750	Landscape and Revegetation - Weed Control(MRS16 JUL 17)										
50751.01P	Application of knock-down herbicide (Provisional Quantity)	m^2	21585	\$0.23	\$4,964.55						
50755.01P	Manual removal of weeds (Provisional Quantity, if ordered) [description]	lumpsum	1	\$26,350.35	\$26,350.35						
50759.01P	Application of target herbicide (Provisional Quantity, if ordered) [description]	m^2	21585	\$0.23	\$4,964.55						
50800	Landscape and Revegetation - Ground Preparation(MRS16 JUL 17)										
50801.01	Installation of ameliorants to subsoil	m^2	21585	\$0.24	\$5,180.40						
50802.01	Ripping, cultivation, roughening	m^2	21585	\$0.73	\$15,757.05						
50803.01	Installation of topsoil [75mm]	m^2	14061	\$0.21	\$2,952.81						
50803.02	Installation of topsoil [300mm]	m^2	7458	\$3.56	\$26,550.48						
50850	Landscape and Revegetation - Seeding(MRS16 JUL 17)										
50859.01	Installation of straw mulching	m^2	7458	\$4.86	\$36,245.88						
50860.01	Installation of organics blanket	m^2	21585	\$11.09	\$239,377.65	\$7.11	\$153,392.72	\$8.06	\$173,924.38	\$20,531.65	13.39%
50900	Landscape and Revegetation Works - Turfing(MRS16 JUL 17)										
50901.01	Installation of turf [Cynodon dactylon: green couch]	m^2	8996	\$8.09	\$72,777.64						
50950	Landscape and Revegetation Works - Planting(MRS16 JUL 17)										
50951.01	Installation of planting [140mm]	container	13228	\$9.55	\$126,327.40						
50951.02	Installation of planting [45L]	container	224	\$184.95	\$41,428.80						
50951.03	Installation of planting [200L]	container	8	\$836.55	\$6,692.40						
51050	Landscape and Revegetation - Establishment and Monitoring(MRS16 JUL 17)										
51051.01	Establishment period	lumpsum	1	\$9,195.81	\$9,195.81						
51052.01P	Establishment period watering (Provisional Quantity)	lumpsum	1	\$20,311.41	\$20,311.41						
51056.01	Monitoring period [duration as per MRS16.1]	lumpsum	1	\$7,224.21	\$7,224.21						
51057.01P	Monitoring period watering (Provisional Quantity)	lumpsum	1	\$16,248.92	\$16,248.92						
52100	Line Marking(MRS45 JUL 21)										
52101.01	Spotting only for longitudinal lines	m	9344	\$0.36	\$3,363.84						
52102.01	Dividing line, broken 100 mm wide, [600] mm line length, [600] mm gap length, colour [yellow], material [Cold-Applied Plastic]	m	918	\$5.59	\$5,131.62						
52107.01	Dividing line, broken 100 mm wide, [600] mm line length, [600] mm gap length, colour [white], material [Cold-Applied Plastic]	m	2494	\$5.07	\$12,644.58						
52109.01	(Bike) Lane line, continuous, 80 mm wide, colour [Yellow], material [Cold-Applied Plastic]	m	738	\$6.91	\$5,099.58						
52110.01	Edge line, 150 mm wide, colour [White], material [Cold-Applied Plastic]	m	4954	\$8.19	\$40,573.26						
52111.01	Continuity line, 200 mm wide, colour [White], material [Cold-Applied Plastic]	m	240	\$4.74	\$1,137.60						
52116.01	Transverse lines (stop lines, holding lines, markings at Stop and Give Way signs, pedestrian crosswalk lines, arrows, shapes, symbols and numerals), colour [White], material [Thermoplastic]	m^2	90	\$122.19	\$10,997.10						
52117.01	Give way stencil, Thermoplastic	m^2	1	\$133.89	\$133.89						
52117.02	Transverse lines (diagonal and chevron markings, parking areas and kerb markings), colour [White], material [Thermoplastic]	m^2	391	\$74.16	\$28,996.56						
52118.01	Removal of existing longitudinal line, [150] mm wide, by [Water Blasting]	m	4000	\$5.33	\$21,320.00						
52119.01	Removal of existing transverse lines or shapes, by [Water Blasting]	m^2	300	\$52.97	\$15,891.00						
52200	Raised pavement markers(MRS45 JUL 21)										

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52201.01	Retroreflective raised pavement markers	each	310	\$11.48	\$3,558.80						
52205.01	Removal of existing raised pavement markers, by [Water Blasting]	each	150	\$3.50	\$525.00						
60000	Conduit and conduit fittings underground(MRS91 MAR 21)										
60007.01	Supply and installation of [1] of [100] mm, [HD], [rigid PVC orange] conduit(s), in [earth]	m	680	\$97.18	\$66,082.40						
60007.02	Supply and installation of [2] of [100] mm, [HD], [rigid PVC orange] conduit(s), in [earth]	m	25	\$144.55	\$3,613.75						
60007.03	Supply and installation of [2] of [100] mm, [HD], [rigid PVC orange] conduit(s), in [bitumen]	m	112	\$425.20	\$47,622.40						
60007.04	Supply and installation of [1] of [50] mm, [HD], [rigid PVC orange] conduit(s), in [earth]	m	85	\$134.70	\$11,449.50						
60007.05	Supply and installation of [2] of [80] mm, [HD], [rigid PVC orange] conduit(s), in [earth]	m	265	\$135.87	\$36,005.55						
60008.01	Supply and installation of [1] of [100] mm, [HD], [rigid PVC orange] conduit(s) and [1] of [100] mm, [HD], [rigid PVC white] conduit(s), in a shared trench, in [earth]	m	640	\$152.99	\$97,913.60						
60050	Conduit and Conduit Fittings Mounted in Concrete Structure/Barrier(MRS91 MAR 21)										
60052.01	Supply and installation of [1] of [80] mm, [HD], [rigid PVC orange] conduit(s) in concrete structure / barrier	m	1373	\$28.09	\$38,567.57						
60052.02	Supply and installation of [1] of [80] mm, [HD], [rigid PVC white] conduit(s) in concrete structure / barrier	m	1373	\$28.45	\$39,061.85						
60150	Ancillary Works(MRS91 MAR 21)										
60154.01	Removal of cable jointing pit(s) (all types)	each	21	\$243.02	\$5,103.42						
60200	Cable Jointing Pits(MRS91 MAR 21)										
60204.01	Supply and installation of cable jointing pit [circular]	each	36	\$1,488.34	\$53,580.24						
60204.02	Supply and installation of cable jointing pit [P4]	each	7	\$1,902.61	\$13,318.27						
60350	Road Lighting Footings(MRS92 MAR 18)										
60351.01	Road lighting pole footing, [600] mm diameter	each	12	\$1,395.04	\$16,740.48						
60351.02	Road lighting pole footing, [500] mm diameter	each	29	\$1,396.21	\$40,490.09						
60352.01	Road lighting pole footing in concrete median barrier, [600] mm diameter	each	18	\$1,380.57	\$24,850.26						
60353.01P	Road lighting pole footing extension in poor soil, 3000 mm long, [500] mm diameter, if ordered (Provisional Quantity)	each	8	\$1,348.88	\$10,791.04						
60353.02P	Road lighting pole footing extension in poor soil, 3000 mm long, [600] mm diameter, if ordered (Provisional Quantity)	each	4	\$1,371.12	\$5,484.48						
60357.01P	Excavation in excessively hard material, rate additional to rate for Work Items 60351, 60352 and 60353P (Provisional Quantity)	m^3	18.1	\$293.64	\$5,314.88						
60362.01	Removal of road lighting pole footing	each	36	\$826.39	\$29,750.04						
60700	Road Lighting(MRS94 NOV 20)										
60719.01	Supply and installation of [base plate mounted] road lighting pole, [10,000] mm vertical height, [3,000] mm long [single] outreach arm, [without] outreach arm extension, [with underground cabling and fused junction box in pit].	each	32	\$4,668.28	\$149,384.96						
60719.02	Supply and installation of [slip base] road lighting pole, [10,000] mm vertical height, [3,000] mm long [single] outreach arm, [without] outreach arm extension, [with underground cabling and fused junction box in pit].	each	2	\$5,012.20	\$10,024.40						
60719.03	Supply and installation of [base plate mounted] road lighting pole, [10,000] mm vertical height, [3,000] mm long [double] outreach arm, [without] outreach arm extension, [with underground cabling and fused junction box in pit].	each	6	\$5,042.46	\$30,254.76						

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60719.04	Supply and installation of [base plate mounted] road lighting pole, [10,000] mm vertical height, [3,000] mm long [double] outreach arm, [with] outreach arm extension, [with] underground cabling and fused junction box in pit].	each	2	\$5,222.34	\$10,444.68						
60719.05	Supply and installation of [base plate mounted] road lighting pole, [4,000] mm vertical height, [1,500] mm long [single] outreach arm, [without] outreach arm extension, [with] underground cabling and fused junction box in pit].	each	29	\$3,251.86	\$94,303.94						
60724.01	Supply and installation of road lighting luminaire, [Pecan], [NXT-72M Aero with 158W LED lamp and shorting plug].	each	50	\$1,902.70	\$95,135.00						
60724.02	Supply and installation of road lighting luminaire, [GE], [Evolve P4P5 Aero with 25W LED lamp and shorting plug].	each	29	\$703.81	\$20,410.49						
60790	Removal of existing equipment(MRS94 NOV 20)										
60791.01	Removal of road lighting equipment for salvage, [steel pole]	each	37	\$955.04	\$35,336.48						
60793.01	Removal of road lighting luminaire	each	48	\$79.28	\$3,805.44						
61500	Vehicle Loop Detectors(MRS204 JUL 21)										
61504.01	Supply of loop detector cable, [1.5mm2], [4pr] cores, [X-90UV], [tinned annealed copper], Feeder Cable	m	478	\$8.64	\$4,129.92						
61504.02	Supply of loop detector cable, [1.5mm2], [2pr] cores, [X-90UV], [tinned annealed copper], Feeder Cable	m	266	\$6.69	\$1,779.54						
61508.01	Installation, jointing and termination of cable, [FEEDER], [4pr] FEEDER CABLE	m	478	\$3.22	\$1,539.16						
61508.02	Installation, jointing and termination of cable, [FEEDER], [2pr] FEEDER CABLE	m	266	\$2.89	\$768.74						
61510.01	Supply and Installation of [square] preformed loops [2000x2000], [no. of turns inductance range] in [asphalt] pavement	each	20	\$1,758.38	\$35,167.60						
61590	Removal of Existing Vehicle Loop Detectors(MRS204 JUL 21)										
61594.01	Removal of Vehicle Detector Feeder cable	m	200	\$2.87	\$574.00						
61700	VSL/LC Mounting Footings(MRS206 MAR 21)										
61701.01	Foundation Design for [Type C] VSL / LC on a post-mounted support structure [without] an enclosure fixed to support structure to house VSL / LC controller on a [PAD]	each	5	\$431.07	\$2,155.35						
61702.01	Installation of [Type C] VSL/LC footing and including Anchor Cage for a Planted foundation	each	5	\$1,864.12	\$9,320.60						
61740	Variable Speed Limit Signs(MRS206 MAR 21)										
61741.01	Supply of [Type C] VSL / LC [with] VSL / LC Controller	each	2	\$20,088.48	\$40,176.96						
61742.01	Installation of [Type C] VSL / LC and [without] VSL / LC Controller install in an enclosure [pole mounted]	each	2	\$1,135.10	\$2,270.20						
61743.01	Supply and Installation of [Type C] VSL/LC [without] VSL/LC Controller install in an enclosure [pole mounted]	each	3	\$11,393.36	\$34,180.08						
61790	Removal of Existing VSL / LC Equipment(MRS206 MAR 21)										
61791.01	Removal of Existing VSL / LC equipment for re-use	each	2	\$1,410.63	\$2,821.26						
62100	Mains Connection(MRS210 JUL 18)										
62101.01	Supply of mains connection equipment including the supply of mains connection cable, [300], [power], [25], [2] cores, [XLPE], [PVC], [Copper]	each	1	\$13,648.10	\$13,648.10						
62102.01	Installation of mains connection including mains connection cable	each	1	\$3,965.10	\$3,965.10						
62120	Electrical Cable(MRS210 JUL 18)										
62121.01	Supply, Installation, jointing and termination of underground power cable, [4sq mm], [2] cores, [PVC], [PVC], [Cu]	m	250	\$7.21	\$1,802.50						

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63390	Removal of Existing Help Phone Equipment(MRS221 JUL 19)										
63392.01	Removal of Help Phone equipment for disposal	each	2	\$940.17	\$1,880.34						
63860	Camera Licences(MRS225 MAR 20)										
63861.01	Supply of Dvtel primary camera channel licence file for each camera	each	1	\$467.11	\$467.11						
63862.01	Supply of Dvtel failover camera channel licence file for each camera	each	1	\$467.11	\$467.11						
63890	Imaging Equipment(MRS225 MAR 20)										
63893.01	Supply and installation of camera and ancillary components (MRS225 MAR 20)	each	1	\$13,523.34	\$13,523.34						
63990											
63992.01	Removal of existing imaging equipment [with] [pole] for disposal	each	1	\$1,551.96	\$1,551.96						
64000	Plinth Base(MRS226 NOV 20)										
64003.01	Supply and installation of [single] field cabinet plinth	each	1	\$2,983.72	\$2,983.72						
64040	Plinth and Pole Mounted Field Cabinets(MRS226 NOV 20)										
64043.01	Supply and installation of [single plinth] [metered] field cabinet	each	1	\$25,840.10	\$25,840.10						
64060	Cabinet Ancillary Equipment(MRS226 NOV 20)										
64063.01	Supply and Installation of field cabinet [fan]	each	1		INCLUDED						
64600	Field Processor(MRS232 JUL 17)										
64604.01	Supply and installation of Field Processor with [4] serial communications ports	each	1	\$4,549.37	\$4,549.37						
64630	Ancillary Items(MRS232 JUL 17)										
64631.01	Provision of Field Processor [EIA/RS RS232] cable	each	1		INCLUDED						
64800	Cabling(MRS234 JUL 20)										
64806.01	Supply and installation of Single-Mode Optical Fibre (SMOF) cable of [OS2] type and [144] cores	m	1000	\$78.67	\$78,670.00						
64860	Fibre Optic Break Out Terminal(MRS234 JUL 20)										
64863.01	Supply and installation of Fibre Optic Break Out Terminal (FOBOT), [1] units, [sc duplex] and [24] pigtails / sockets	each	1	\$2,121.01	\$2,121.01						
64890	Fibre Optic Splicing Closure(MRS234 JUL 20)										
64893.01	Supply and installation of underground rated Fibre Optic Splicing Closure (FOSC) for the fusion splicing of [144] fibre optic cable segments	each	3	\$17,845.30	\$53,535.90						
64990	Removal of Existing Cable, Equipment and Components(MRS234 JUL 20)										
64991.01	Removal of telecommunications cable, equipment or other ancillary components from for disposal	each	1	\$7,743.05	\$7,743.05						
66000	ITS Telecommunications Network (ITS TN)(MRS245 JUL 20)										
66004.01	Supply and installation of ITS ICT Networking hardware - [Layer 2 Managed Network Switch]	each	1	\$3,564.94	\$3,564.94						
67100	Power Cables(MRS256 NOV 20)										
67101.01	Supply of underground road lighting cable, [4mm²], [2] cores, [PVC], [PVC], [Cu].	m	400	\$4.67	\$1,868.00						
67101.02	Supply of underground road lighting cable, [16mm²], [2] cores, [XLPE], [PVC], [Cu].	m	1220	\$14.93	\$18,214.60						
67101.03	Supply of underground road lighting cable, [16mm²], [2] cores, [PVC], [PVC], [Cu].	m	140	\$14.69	\$2,056.60						
67101.04	Supply of underground road lighting cable, [16mm²], [4] cores, [XLPE], [PVC], [Cu].	m	3050	\$27.12	\$82,716.00						
67104.01	Supply of cable, [EARTH], [16mm2], [1] cores, [], [PVC], [Cu].	m	1620	\$6.14	\$9,946.80						
67104.02	Supply of cable, [EARTH], [4mm2], [1] cores, [], [PVC], [Cu].	m	35	\$2.11	\$73.85						
67105.01	Supply of cable joint, [unfused].	each	4	\$531.26	\$2,125.04						

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Work Item Number	Contract Schedule Item Description	Unit of Measure	Quantity	Unit Rate (excl.GST)(\$)	Amount \$ c	PMI Estimate: Oct 2021		PMI Estimate: Nov 2022		Comparison (Difference): Oct 2021 vs. Nov 2022	
						Unit Rate (excl.GST)(\$)	Amount \$ c	Unit Rate (excl.GST)(\$)	Amount \$ c	Amount \$ c	%
67109.01	Installation, jointing and termination of underground road lighting cable, [1] cores.	m	1655	\$3.23	\$5,345.65						
67109.02	Installation, jointing and termination of underground road lighting cable, [2] cores.	m	1760	\$3.23	\$5,684.80						
67109.03	Installation, jointing and termination of underground road lighting cable, [4] cores.	m	3050	\$3.88	\$11,834.00						
67190	Power Cables(MRS256 NOV 20)										
67191.01	Removal of underground road lighting cable.	m	2070	\$2.34	\$4,843.80						
90000	90000 Series Non-Standard(Non-Standard OCT 18)										
90101.01S	Flood monitoring device electric supply (Refer to Supplementary:PSTS-17)	m	5.6	\$2,932.36	\$16,421.22						
90103.01S	Cinnamon Rd Intersection Works(Refer to Supplementary:PSTS-17)	lumpsum	1								
90150.01S	Removal of motor grid and replace with concrete slab (any details)(Refer to Supplementary:PSTS-05)	lumpsum	1	\$4,144.62	\$4,144.62						
90299.01S	Implementation of the Community Consultation Plan(Refer to Supplementary:PSTS-02)	lumpsum	1	\$147,000.00	\$147,000.00						
90300.01PS	Community Consultation - Photography and Drone video Footage (provisional, if ordered)(Refer to Supplementary:PSTS-02)	lumpsum	1	\$24,322.33	\$24,322.33						
90301.01PS	Community Consultation - Award submissions (provisional, if ordered)(Refer to Supplementary:PSTS-02)	lumpsum	1	\$4,885.76	\$4,885.76						
90302.01PS	Public Displays - Limited during public holidays (provisional, if ordered)(Refer to Supplementary:PSTS-02)	lumpsum	1	\$7,831.82	\$7,831.82						
90303.01PS	Public Displays - Visitor information facility (provisional, if ordered)(Refer to Supplementary:PSTS-02)	lumpsum	1	\$7,811.21	\$7,811.21						
90304.01PS	Public Displays - Promotional displays associated with key local events and activities (provisional, if ordered)(Refer to Supplementary:PSTS-02)	lumpsum	1	\$2,061.01	\$2,061.01						
90305.01PS	Public Displays - Advertisements (provisional, if ordered)(Refer to Supplementary:PSTS-02)	lumpsum	1	\$7,213.52	\$7,213.52						
90306.01PS	Public Displays - Works notifications (provisional, if ordered)(Refer to Supplementary:PSTS-02)	lumpsum	1	\$7,728.77	\$7,728.77						
90307.01PS	Public Displays - Publications (provisional, if ordered)(Refer to Supplementary:PSTS-02)	lumpsum	1	\$12,362.54	\$12,362.54						
90308.01S	Public Displays - 1800 Hotline(Refer to Supplementary:PSTS-02)	lumpsum	1	\$7,229.70	\$7,229.70						
90309.01PS	Provision for REPQ Design, Supply, Installation, Removal and Disposal of Barrier Mesh (boundary fencing as per MRTS28.1)(Refer to Supplementary:PSTS-02)	lumpsum	100	\$124.90	\$12,490.00						
90350.01S	Development of Infrastructure Sustainability Management Plan and associated sub-plans/reports (Construction)(Refer to Supplementary:PSTS-13)	lumpsum	1	\$45,637.47	\$45,637.47						
90351.01S	Implementation of Infrastructure Sustainability Management Plan (Construction)(Refer to Supplementary:PSTS-13)	lumpsum	1	\$228,940.44	\$228,940.44						
90352.01S	Infrastructure Sustainability records management(Refer to Supplementary:PSTS-13)	lumpsum	1	\$302,743.61	\$302,743.61						
90353.01S	Reporting - Infrastructure Sustainability(Refer to Supplementary:PSTS-13)	lumpsum	1	\$55,728.92	\$55,728.92						
90354.01S	Issues Resolution Advisor (as per GCOC Cl 47)(Refer to Supplementary:PSTS-01)	lumpsum	1	\$84,362.81	\$84,362.81						
90501.01S	Connect new culvert to existing concrete access chamber(Refer to Supplementary:PSTS-03)	each	1	\$6,660.20	\$6,660.20						
90502.01S	Batter chute [type 1 per DD-GD-03](Refer to Supplementary:PSTS-03)	each	1	\$11,995.75	\$11,995.75						
90502.02S	Batter chute [type 2 per DD-GD-03](Refer to Supplementary:PSTS-03)	each	1	\$11,475.62	\$11,475.62						

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						Unit Rate (excl.GST)(\$)	Amount \$ c	Unit Rate (excl.GST)(\$)	Amount \$ c	Amount \$ c	%
90503.01S	Proprietary RKO precast concrete drainage pit [900x600mm with V-grates]	each	4	\$5,532.99	\$22,131.96						
90503.02S	Proprietary RKO precast concrete drainage pit [450x450mm with drop in grates Class B] Pit at Retaining Wall 844563 (Refer to Supplementary: PSTS-03)	each	1	\$4,974.44	\$4,974.44						
90503.03S	Proprietary RKO precast concrete drainage pit [600x600mm with drop in grates class B]	each	1	\$4,799.07	\$4,799.07						
90503.04S	Proprietary RKO precast concrete drainage pit [900x900mm with drop in grates class B]	each	1	\$5,932.56	\$5,932.56						
90503.05S	Proprietary RKO precast concrete drainage pit [900x600mm with drop in grates class B]	each	3	\$5,074.98	\$15,224.94						
90504.01S	Proprietary GPT Rocla CDS1015 with 2.4mx1.2mx3.6m diversion chamber(Refer to Supplementary:PSTS-03)	each	1	\$78,840.31	\$78,840.31						
90504.02S	Proprietary GPT Rocla CDS1009 with 2.4mx1.5mx3.6m diversion chamber(Refer to Supplementary:PSTS-03)	each	1	\$42,840.74	\$42,840.74						
90517.01S	Protection of Jetties/pontoon (Private + Council)(Refer to Supplementary:PSTS-17)	each	4	\$2,283.95	\$9,135.80						
90519.01S	Supply and install flexible bollards as per Drg844513(Refer to Supplementary:PSTS-05)	each	10	\$251.10	\$2,511.00						
90520.01S	Supply and install demountable bollard per DWG844523(Refer to Supplementary:PSTS-05)	each	1	\$2,126.24	\$2,126.24						
90521.01S	Tree trimming in accordance with MRTS51 as per drawings(Refer to Supplementary:PSTS-05)	each	10	\$1,543.52	\$15,435.20						
90700.01S	Supply of light fitting, [Sealite], [SL48-1-Blue](Refer to Supplementary:PSTS-14)	each	2	\$1,996.90	\$3,993.80						
90701.01S	Installation of navigation light fitting to bracket(Refer to Supplementary:PSTS-14)	each	2	\$1,859.81	\$3,719.62						
90702.01S	Removal of existing navigation light mounting bracket for reuse(Refer to Supplementary:PSTS-14)	each	1	\$661.65	\$661.65						
90703.01S	Installation of navigation light mounting bracket(Refer to Supplementary:PSTS-14)	each	1	\$882.02	\$882.02						
91001.01S	Supply and installation of uPVC pipe(Refer to Supplementary:PSTS-03)	m	2	\$661.04	\$1,322.08						
91003.01S	Median Concrete barrier transitions [refer GD-BD-01](Refer to Supplementary:PSTS-12)	m	95	\$4,835.47	\$459,369.65	\$4,595.14	\$436,537.88	\$5,070.19	\$481,667.67	\$45,129.79	10.34%
91006.01S	Saw Cut existing pavement (200mm deep)(Refer to Supplementary:PSTS-05)	m	61	\$209.23	\$12,763.03						
91011.01S	Joint type P1,(Refer to Supplementary:PSTS-05)	m	16		\$0.00						
91011.01S	Joint type P2,(Refer to Supplementary:PSTS-05)	m	706	\$34.28	\$24,201.68						
91011.02S	Joint type P6b,(Refer to Supplementary:PSTS-05)	m	57	\$56.63	\$3,227.91						
91011.03S	Joint type P8,(Refer to Supplementary:PSTS-05)	m	245		\$0.00						
91011.03S	Joint type P10d,(Refer to Supplementary:PSTS-05)	m	6	\$150.97	\$905.82						
91011.04S	Joint type P15,(Refer to Supplementary:PSTS-05)	m	3	\$366.74	\$1,100.22						
		m	4	\$93.51	\$374.04						
91011.05S	Joint type P15ET,(Refer to Supplementary:PSTS-05)	m									
91011.06S	Joint type P16,(Refer to Supplementary:PSTS-05)	m	38	\$124.56	\$4,733.28						
		m	109	\$115.63	\$12,603.67						
91011.07S	Joint type P16b,(Refer to Supplementary:PSTS-05)	m									
91011.08S	Joint type P17,(Refer to Supplementary:PSTS-05)	m	823	\$45.27	\$37,257.21						
92003.01PS	Profiling (50mm nominal) (Provisional, as directed)(Refer to Supplementary:PSTS-05)	m^2	4201.7	\$17.05	\$71,638.99						
	Filling of abandoned culvert, pipe, or conduit with flowable fill (Provisional, as directed)(Refer to Supplementary:PSTS-03)	m^3	5	\$1,373.76	\$6,868.80						
92501.01PS											
92502.01S	Bioretention filter media(Refer to Supplementary:PSTS-04)	m^3	99	\$109.26	\$10,816.74						
92503.01S	Transition layer (1mm sand)(Refer to Supplementary:PSTS-04)	m^3	16.5	\$92.73	\$1,530.05						
92504.01S	Bio drain gravel(Refer to Supplementary:PSTS-04)	m^3	33	\$80.73	\$2,664.09						

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						Unit Rate (excl.GST)(\$)	Amount \$ c	Unit Rate (excl.GST)(\$)	Amount \$ c	Amount \$ c	%
95001.01PS	Supply of DTMR vehicles (provisional, if ordered) (Refer to Supplementary: PSTS-17)	each	1060	\$680.64	\$721,478.40						
96601.01PS	Infrastructure Sustainability Initiatives (provisional sum, if ordered)(Refer to Supplementary:PSTS-13)	Provisional Sum (Dollars)	300000		\$300,000.00						
					\$50,685,496.18	Oct 2021 Sub-Total (Review Items)	\$41,285,512.77	Nov 2022 Sub-Total (Review Items)	\$48,682,786.68	\$7,397,273.91	17.92%

Subtotal carried forward or total for part (as appropriate):

Tenderer

Name of Tenderer

Appendix A2:

Cost Comparison - Work Package B

Tender Schedule M1:
Schedule of Rates



Contract Number: CN-13712

MTR - Centenary Bridge Upgrade

Project Number: 669801

METD 201-U18A; Centenary Motorway (Ellen Grove - Toowong), Centenary Bridge Upgrade; 669801

WKP-00041309 Work Package B: New Bridge Works

The Tenderer's attention is directed to the Conditions of Tendering and the General Conditions of Contract for requirements for the Schedule of Rates and Payment Provisions.

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Work Item Number	Contract Schedule Item Description	Unit of Measure	Quantity	Unit Rate (excl.GST)(\$)	Amount \$ c	PMI Estimate: Oct 2021		PMI Estimate: Nov 2022		Comparison (Difference): Oct 2021 vs. Nov 2022		Notes
						Unit Rate (excl.GST)(\$)	Amount \$ c	Unit Rate (excl.GST)(\$)	Amount \$ c	Amount \$ c	%	
20150	Specific Quality System Requirements(MRS50 MAR 21)											
20151.02	Supply of As Constructed documents	item	1	\$70,000.00	\$70,000.00							
30550	Subsurface Drainage(MRS03 JUL 21)											
30551.02	Subsoil drains, Type B, [100] mm diameter [MW1A01]	m	60	\$156.15	\$9,369.00							
	Subsoil drain outlet connection, [100] mm diameter, [uPVC] [MW1A01]	each	10	\$339.15	\$3,391.50							
30553.05												
30555.01	Sheet filter drains	m^2	163.8	\$40.92	\$6,702.70							
30556.01	Strip filter drains	m	46.2	\$37.07	\$1,712.63							
30556.02	Strip filter drains [MW1A01]	m	55	\$37.08	\$2,039.40							
		each	18	\$447.86	\$8,061.48							
30557.01	Sheet or strip filter drain outlet connection, [type] [MW1A01]											
30557.02	Sheet or strip filter drain outlet connection, [type]	each	4	\$443.61	\$1,774.44							
30562.03	Supply and installation of geotextile, strength class [C], filtration class [III] [LTP]	m^2	2600	\$12.27	\$31,902.00							
30562.04	Supply and installation of geotextile, strength class [B], filtration class [VII]	m^2	236.4	\$10.58	\$2,501.11							
30650	Protective Treatments(MRS03 JUL 21)											
30675.01	Shotcreting [MW1A01]	m^3	35	\$4,106.52	\$143,728.20							
30800	Retaining Walls(MRS03 JUL 21)											
30802.01	Concrete retaining wall, concrete in wall, [MW1D01]	m^3	121	\$1,594.36	\$192,917.56							
30803.01	Concrete retaining wall, steel reinforcing bar, [MW1D01]	Tonne	20	\$5,003.25	\$100,065.00							
30809.01	Soil nailing [MW1A01]	m	360	\$379.70	\$136,692.00							
32000	Preparation(MRS04 NOV 20)											
32002.01	Bridge site preparation	m^2	2072	\$81.23	\$168,308.56							
	Ground surface treatment, insitu treatment of acid sulphate soil with lime (Provisional quantity, if Ordered)	m^3	960	\$15.29	\$14,678.40							
32010.01P												
32100	Excavation(MRS04 NOV 20)											
32104.01	Excavation for structures, all materials [Abut & Pier]	m^3	591.9	\$153.71	\$90,980.95							
32104.02	Excavation for structures, all materials [MW1D01]	m^3	102.0	\$78.79	\$8,036.58							
32104.03	Excavation for Maintenance Access Track, all materials	m^3	255.0	\$114.23	\$29,128.65							
32126.01	Blinding concrete, [50] mm nominal thickness	m^2	478.9	\$115.63	\$55,375.21							
32400	Backfill(MRS04 NOV 20)											
32401.03	Backfill with earth backfill material [Pier1, Pier 6]	m^3	77	\$99.50	\$7,661.50							
		m^3	618.3	\$142.04	\$87,823.33							
32403.01	Backfill with free draining granular material to [Abutments]											
		m^3	244	\$140.87	\$34,372.28							
32403.02	Backfill with free draining granular material to [MW1D01]											
33200	High Strength Geosynthetic Reinforcement in Road Embankments(MRS100 JUL 19)											
	Supply and Installation of High Strength Geosynthetic Reinforcements [LTP]	m^2	3665	\$17.30	\$63,404.50							
33201.02												
	Supply and Installation of High Strength Geosynthetic Reinforcements [Maintenance Access Track]	m^2	435	\$20.72	\$9,013.20							
33201.03												

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						Unit Rate (excl.GST)(\$)	Amount \$ c	Unit Rate (excl.GST)(\$)	Amount \$ c	Amount \$ c	%	
33202.01	Supply and Placing of selected material above and below each layer of Geosynthetic Reinforcements [Maintenance Access Track]	m³	216	\$280.35	\$60,555.60							
33202.02	Supply and Placing of selected material above and below each layer of Geosynthetic Reinforcements [LTP]	m³	825	\$172.81	\$142,568.25							
50150	Roadside Structures[MRS14 MAR 21]											
50167.03	Fencing, [1200] mm high, [chainlink + top rail]	m	53	\$185.25	\$9,818.25							
60100	Conduit and Conduit Fittings Mounted on the Surface[MRS91 MAR 21]											
60104.01	Supply and installation of [6 No.] of [100] mm, [uPVC], [telecom] conduit(s), surface mounted	m	281.9	\$404.40	\$114,000.36							
60200	Cable Jointing Pits[MRS91 MAR 21]											
60202.01	Supply of conduit bell mouth of [diameter] to suit pit [type]	each	8	\$385.24	\$3,081.92							
70300	Bridge Substructure[MRS62 JUL 17]											
70302.01	Concrete Class [50] MPa/20 in pier pile cap	m³	624	\$1,412.03	\$881,106.72	\$1,383.08	\$863,041.23	\$1,452.98	\$906,657.90	\$43,616.66	5.05%	
70302.02	Concrete Class [40] MPa/20 in pier pile cap	m³	167.8	\$3,211.26	\$538,849.43	\$3,036.88	\$509,588.46	\$3,188.72	\$535,067.22	\$25,478.75	5.00%	60% adjust
70303.01	Concrete Class [50] MPa/20 in pier above [pile cap]	m³	740.5	\$2,311.26	\$1,711,488.03	\$2,419.30	\$1,791,490.22	\$2,600.55	\$1,925,705.50	\$134,215.28	7.49%	
70303.02	Concrete Class [40] MPa/20 in pier above [pile cap]	m³	94.9	\$6,241.66	\$592,333.53	\$6,086.69	\$577,627.01	\$6,494.39	\$616,317.56	\$38,690.54	6.70%	
70304.01	Concrete Class [40] MPa/20 in river pier headstock	m³	234.6	\$2,696.74	\$632,655.20	\$3,000.57	\$703,934.73	\$3,169.53	\$743,570.75	\$39,636.02	5.63%	
70304.02	Concrete Class [40] MPa/20 in land pier headstock	m³	172.7	\$4,016.73	\$693,689.27	\$4,443.45	\$767,384.04	\$5,914.43	\$1,021,421.61	\$254,037.57	33.10%	
70305.01	Concrete Class [50] MPa/10 in river pier pedestal	each	40	\$5,707.00	\$228,280.00	\$5,449.29	\$217,971.60	\$5,701.97	\$228,078.73	\$10,107.13	4.64%	
70305.02	Concrete Class [50] MPa/10 in land pier pedestal	each	15	\$5,690.54	\$85,358.10	\$5,255.46	\$78,831.84	\$5,701.97	\$85,529.52	\$6,697.69	8.50%	
70307.01	Concrete Class [40] MPa/20 in abutment pile cap	m³	187.2	\$1,039.87	\$194,663.66	\$1,725.78	\$323,066.02	\$1,892.18	\$354,216.84	\$31,150.83	9.64%	
70309.01	Concrete Class [40] MPa/20 in abutment headstock excluding parapet terminal	m³	200.4	\$2,454.53	\$491,887.81	\$2,446.45	\$490,268.08	\$2,676.68	\$536,406.45	\$46,138.37	9.41%	
70310.01	Concrete Class [50] MPa/10 in abutment pedestal	each	5	\$5,889.30	\$29,446.50							
70311.01	Steel reinforcing bar in abutments including parapet terminals and piers	Tonne	513.7	\$5,711.00	\$2,933,740.70	\$5,669.38	\$2,912,362.70	\$6,364.86	\$3,269,631.05	\$357,268.34	12.27%	
70400	Cast-In-Place Piles[MRS63 NOV 20]											
70401.01	Steel pipe liners, supply on Site [1200 mm]	m	236.3	\$1,525.23	\$360,411.85	\$1,439.44	\$340,139.36	\$1,655.35	\$391,160.27	\$51,020.90	15.00%	
70401.02	Steel pipe liners, supply on Site [1500 mm]	m	18.6	\$2,132.48	\$39,664.13	\$1,550.85	\$28,845.81	\$1,821.59	\$33,881.66	\$5,035.85	17.46%	
70401.03	Steel pipe liners, supply on Site [2100 mm]	m	83.8	\$3,028.46	\$253,784.95	\$3,028.46	\$253,784.95	\$3,634.15	\$304,541.94	\$50,756.99	20.00%	Not available in Smart Cost
70401.04	Steel pipe liners, supply on Site [2400 mm]	m	265.6	\$4,953.87	\$1,315,747.87	\$4,953.87	\$1,315,747.87	\$5,944.64	\$1,578,897.45	\$263,149.57	20.00%	Not available in Smart Cost
70402.01	Supply and fixing of stiffening bands	each	37	\$5,768.32	\$213,427.84	\$5,603.00	\$207,311.00	\$6,723.60	\$248,773.20	\$41,462.20	20.00%	Market Rate
70403.01	Handling and pitching of steel liners	each	37	\$20,261.94	\$749,691.78	\$20,532.40	\$759,698.80	\$21,078.48	\$779,903.91	\$20,205.11	2.66%	2.8 percent adjustment
70404.01	Driving steel liners	m	468.2	\$1,662.12	\$778,204.58	\$1,683.15	\$788,050.83	\$1,747.68	\$818,265.18	\$30,214.35	3.83%	
70405.01P	Extension of steel liners (Provisional Quantity, as Directed)	each	37	\$5,125.11	\$189,629.07							
70409.01	Excavation of liners	m³	1176	\$1,692.49	\$1,990,368.24	\$1,755.18	\$2,064,091.68	\$1,793.56	\$2,109,228.56	\$45,136.88	2.19%	
70410.01	Excavation below toes of liners	m³	540.6	\$4,274.52	\$2,310,805.51	\$4,579.05	\$2,475,434.43	\$4,751.19	\$2,568,491.69	\$93,057.26	3.76%	
70412.01	Certification of pile capacity	each	37	\$6,659.58	\$246,404.46							
70413.01	Concrete Class [50] MPa/20 in abutment lined pile	m³	300.8	\$660.04	\$198,540.03							
70414.01	Concrete Class [50] MPa/20 in pier lined pile	m³	2031.7	\$707.31	\$1,437,041.73	\$732.58	\$1,488,386.95	\$828.42	\$1,683,097.87	\$194,710.92	13.08%	
70415.01	Steel reinforcing bar in piles	Tonne	555	\$4,456.51	\$2,473,363.05	\$6,541.50	\$3,630,532.50	\$7,522.73	\$4,175,112.38	\$544,579.88	15.00%	
70500	Cast-In-Place Piles for Non-Bridge Applications[MRS63A NOV 20]											
70501.01	Supply and fixing of stiffening bands	each	29	\$795.38	\$23,066.02							
70502.01	Handling and pitching of steel liners	each	29	\$2,362.51	\$68,512.79							
70503.01	Driving steel liners	m	107	\$158.81	\$16,992.67							
70504.01P	Extension of steel liners (Provisional Quantity, as Directed)	each	29	\$1,648.55	\$47,807.95							
70509.01	Excavation below toes of liners	m³	33	\$4,142.36	\$136,697.88							
70510.01	Excavation for bored piles [MW1D01]	m³	102	\$2,127.49	\$217,003.98	\$2,219.70	\$226,409.40	\$2,391.41	\$243,923.89	\$17,514.49	7.74%	
70511.01	Steel reinforcing bar in lined and bored piles [MW1D01]	Tonne	22	\$4,393.96	\$96,667.12	\$6,004.95	\$132,108.90	\$6,741.18	\$148,306.07	\$16,197.17	12.26%	
70513.01	Concrete Class [40] MPa/20 in bored pile [MW1D01]	m³	102	\$532.03	\$54,267.06	\$538.17	\$54,893.03	\$603.51	\$61,557.87	\$6,664.83	12.14%	
70514.01	Steel pipe liners, supply on Site [900mm MW1D01]	m	168	\$1,599.29	\$268,680.72	\$1,508.22	\$253,380.96	\$1,771.48	\$297,609.03	\$44,228.07	17.46%	
70515.01	Certification of pile capacity	each	29	\$3,118.52	\$90,437.08							
71700	Prestressed Concrete Deck and Kerb Units, and Transverse Stressing Units[MRS74 JUL 18]											
71701.01	Prestressed concrete deck and kerb unit, supply on Site, [700] mm deep, [18.5] metres long	each	27	\$16,458.84	\$444,388.68	\$15,174.20	\$409,703.36	\$17,175.33	\$463,733.99	\$54,030.63	13.19%	
71703.01	Transport of prestressed concrete deck and kerb units to the Site, [700] mm deep, [18.5] metres long, ex works [location]	each	27	\$1,417.51	\$38,272.77	\$2,254.98	\$60,884.46	\$2,436.32	\$65,780.62	\$4,896.16	8.04%	
71706.01	Laminated elastomeric bearings, [230] x [200] x [27]	each	54	\$304.95	\$16,467.30							

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Work Item Number	Contract Schedule Item Description	Unit of Measure	Quantity	Unit Rate (excl.GST)(\$)	Amount \$ c	PMI Estimate: Oct 2021		PMI Estimate: Nov 2022		Comparison (Difference): Oct 2021 vs. Nov 2022		Notes
						Unit Rate (excl.GST)(\$)	Amount \$ c	Unit Rate (excl.GST)(\$)	Amount \$ c	Amount \$ c	%	
71706.02	Laminated elastomeric bearings, [350] x [280] x [87]	each	27	\$597.87	\$16,142.49							
71707.01	Erection of prestressed concrete deck and kerb units, [700] mm deep, [18.5] metres long	each	27	\$43,065.73	\$1,162,774.71	\$37,476.18	\$1,011,856.86	\$40,896.41	\$1,104,203.19	\$92,346.33	9.13%	
71709.01	Holding-down bolts for prestressed concrete deck and kerb units, [1230] mm long	each	54	\$508.13	\$27,439.02							
71840	Bearings(MRS75 NOV 18)											
71841.01	Laminated elastomeric bearings, [600] x [600] x [201], AS 5100.4 part number [101808R]	each	30	\$2,890.92	\$86,727.60							
71841.02	Laminated elastomeric bearings, [600] x [600] x [217], AS 5100.4 part number [101510R]	each	10	\$3,177.13	\$31,771.30							
71841.03	Laminated elastomeric bearings, [600] x [600] x [247], AS 5100.4 part number [101810R]	each	20	\$3,393.44	\$67,868.80							
71842.04	Laminated elastomeric bearings, [600] x [600] x [247], AS 5100.4 part number [101810R]	each	20									
71860	Steelwork(MRS75 NOV 18)											
71861.01	Supply and installation of girder restraints (tie down)	each	72	\$13,814.23	\$994,624.56	\$11,990.79	\$863,336.88	\$13,007.07	\$936,509.36	\$73,172.48	8.48%	
71862.01	Supply and installation of bearing restraint plates	each	60	\$3,368.88	\$202,132.80							
72000	Concrete and Reinforcements(MRS77 JUL 19)											
72001.01	Concrete Class S [40] MPa/20 in cross girder	m³	158.5	\$7,200.61	\$1,141,296.69	\$8,390.76	\$1,329,935.46	\$9,141.22	\$1,448,884.07	\$118,948.61	8.94%	
72002.01	Concrete Class S [40] MPa/20 in deck	m³	1470.2	\$1,362.69	\$2,003,426.84	\$1,200.29	\$1,764,664.61	\$1,310.58	\$1,926,812.51	\$162,147.90	9.19%	
72004.01	Concrete Class S [40] MPa/20 in parapet and parapet terminal	m³	204.4	\$2,511.91	\$513,434.40	\$3,063.85	\$626,251.63	\$3,347.76	\$684,282.82	\$58,031.19	9.27%	
72006.01	Concrete Class S [40] MPa/20 in relieving slab	m³	83.1	\$791.03	\$65,734.59	\$669.87	\$55,666.58	\$744.79	\$61,892.07	\$6,225.49	11.18%	
72007.01	Reinforcing steel in decks, cross girders, kerbs and parapets, excluding parapet terminals	Tonne	387.7	\$5,236.48	\$2,030,183.30	\$6,701.73	\$2,598,260.72	\$6,761.99	\$2,621,621.70	\$23,360.98	0.90%	
72009.01	Reinforcing steel in relieving slabs	Tonne	16.6	\$4,788.24	\$79,484.78	\$5,962.32	\$98,974.51	\$6,761.99	\$112,248.96	\$13,274.44	13.41%	
72012.01	Mechanical reinforcing bar splices for bar extension, [16] mm diameter	each	576	\$60.77	\$35,003.52							
72012.02	Mechanical reinforcing bar splices for bar extension, [32] mm diameter	each	672	\$63.64	\$42,766.08							
72012.03	Mechanical reinforcing bar splices for bar extension, [24] mm diameter	each	576	\$67.21	\$38,712.96							
72030	Cast-In Anchors(MRS77 JUL 19)											
72031.01	Anchors for bridge rail	lumpsum	1	\$219,410.49	\$219,410.49							
72032.01	Anchors for guardrail terminals	lumpsum	1	\$1,622.91	\$1,622.91							
72033.01	Anchors for lamp standard brackets	lumpsum	1	\$7,305.41	\$7,305.41							
72034.01	Sockets for expansion joints	lumpsum	1	\$33,830.16	\$33,830.16							
72060	Miscellaneous Cast-In Items(MRS77 JUL 19)											
72061.01	Bridge date plate	each	1	\$1,268.57	\$1,268.57							
72062.01	Permanent survey mark	each	1	\$1,321.16	\$1,321.16							
72063.01	PVC scupper and spout, [100] mm diameter	each	36	\$767.16	\$27,617.76							
72090	Joints and Fillers(MRS77 JUL 19)											
72091.01	Bridging strips, compressible fillers and isolation inserts	lumpsum	1	\$314,303.58	\$314,303.58							
72092.01	Joint sealants	lumpsum	1	\$47,294.97	\$47,294.97							
72120	Stainless Steel Cover Plates(MRS77 JUL 19)											
72121.01	Expansion joint cover plates, stainless steel	lumpsum	1	\$4,406.58	\$4,406.58							
72122.01	Junction box cover plates, stainless steel	lumpsum	1	\$42,839.02	\$42,839.02							
72180	Electrical and Telecommunication Items(MRS77 JUL 19)											
72182.01	Flexible electrical conduit in [parapets], [80] mm diameter	m	556	\$81.67	\$45,408.52							
72183.01	Lamp standard brackets	lumpsum	1	\$10,003.49	\$10,003.49							
72185.01	Telecommunications conduit in [parapets], [80] mm diameter	m	556	\$81.67	\$45,408.52							
72500	Supply and Erection of Bridge Barrier(MRS80 JUL 17)											
72501.01	Supply and fabrication of bridge traffic rail, [steel]	m	557	\$1,332.10	\$741,979.70	\$1,447.95	\$806,508.15	\$1,596.99	\$889,525.27	\$83,017.12	10.29%	
72504.01	Transport and erection of bridge traffic rail, [steel]	m	557	\$197.74	\$110,141.18							
72800	Bridge Deck Expansion Joints(MRS82 JUL 21)											
72801.01	Bolted-in aluminium bridge deck expansion joints	lumpsum	1	\$63,543.85	\$63,543.85							
72900	Anti-Graffiti Protection(MRS83 NOV 19)											
72901.01	Anti-graffiti protection coating, non-sacrificial	m²	319.3	\$88.29	\$28,191.00							
73000	Deck Wearing Surface(MRS84 JUL 19)											
73001.01	Bituminous waterproof membrane for bridges - Type B Membrane S45R binder and 10mm aggregate	m²	4707.7	\$8.74	\$41,145.30							
73004.01	Open graded asphalt surfacing layer, OG [14] mm mix	Tonne	329.5	\$378.54	\$124,728.93							
73005.01	Tack Coat, 0.2 litres/m² residual bitumen	m²	4707.7	\$0.84	\$3,954.47							

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Work Item Number	Contract Schedule Item Description	Unit of Measure	Quantity	Unit Rate (excl.GST)(\$)	Amount \$ c	PMI Estimate: Oct 2021		PMI Estimate: Nov 2022		Comparison (Difference): Oct 2021 vs. Nov 2022		Notes
						Unit Rate (excl.GST)(\$)	Amount \$ c	Unit Rate (excl.GST)(\$)	Amount \$ c	Amount \$ c	%	
73006.01	Heavy Duty Dense Graded asphalt intermediate course, AC14 H [A15E] mix	Tonne	588.4	\$338.11	\$198,943.92							
73007.01	Stone Mastic asphalt surfacing layer, SMA [14] mm mix [Pavement Type 7]	Tonne	23	\$653.09	\$15,021.07							
73900	Post-Tensioned Concrete(MRS89 JUL 17)											
73902.01	Anchorage Type [12-15.2mm strand]	each	420	\$586.21	\$246,208.20	\$1,106.84	\$464,871.33	\$1,333.01	\$559,864.49	\$94,993.16	20.43%	
73903.01	Ducts, 76/81 mm diameter	m	9000	\$24.30	\$218,700.00	\$72.63	\$653,694.30	\$76.98	\$692,855.10	\$39,160.80	5.99%	
73904.01	Strand tendons,12/tendon, 15.2mm diameter	Tonne	121.4	\$4,026.41	\$488,806.17	\$3,948.42	\$479,338.19	\$4,641.10	\$563,429.38	\$84,091.19	17.54%	
73906.01	Stressing bars/tendons Type 12x15.2	each	210	\$914.98	\$192,145.80	\$1,011.36	\$212,385.60	\$1,133.27	\$237,986.09	\$25,600.49	12.05%	
73907.01	Grouting duct, 76 mm diameter	m	9000	\$27.65	\$248,850.00	\$68.20	\$613,819.08	\$78.44	\$705,952.80	\$92,133.72	15.01%	
73908.01	Capping anchorage recesses and anchorage	each	420	\$143.69	\$60,349.80							
90000	90000 Series Non-Standard(Non-Standard OCT 18)											
90126.01S	Additional Geotechnical Investigation(Refer to Supplementary:PSTS-08)	lumpsum	1	\$791,515.50	\$791,515.50							
90127.01S	Monitoring Displacement of Existing Bridge(Refer to Supplementary:PSTS-15)	lumpsum	1	\$44,815.28	\$44,815.28							
90128.01S	Corrosion monitoring system Pier 2 to Pier 5(Refer to Supplementary:PSTS-15)	lumpsum	1	\$37,346.07	\$37,346.07							
90129.01S	Finger Type Bridge Deck Expansion Joint (2 No.)(Refer to Supplementary:PSTS-15)	lumpsum	1	\$267,990.96	\$267,990.96							
90130.01S	Instrumentation and Monitoring of Ground Improvement(Refer to Supplementary:PSTS-09)	lumpsum	1	\$79,472.44	\$79,472.44							
90201.01S	Thermal Monitoring and Control(Refer to Supplementary:PSTS-12)	lumpsum	1	\$887,297.52	\$887,297.52							
90601.01S	Post Tensioned concrete Girders, supply on Site, [2300] mm deep, [34.4] metres long(Refer to Supplementary:PSTS-15)	each	5	\$213,592.75	\$1,067,963.75	\$218,837.43	\$1,094,187.15	\$243,520.95	\$1,217,604.75	\$123,417.60	11.28%	
90601.02S	Post Tensioned concrete Girders, supply on Site, [2300] mm deep, [42.3] metres long(Refer to Supplementary:PSTS-12)	each	20	\$269,170.12	\$5,383,402.40	\$283,828.95	\$5,676,578.99	\$310,873.48	\$6,217,469.66	\$540,890.67	9.53%	
90601.03S	Post Tensioned concrete Girders, supply on Site, [2300] mm deep, [48.2] metres long(Refer to Supplementary:PSTS-12)	each	5	\$298,123.70	\$1,490,618.50	\$342,209.12	\$1,711,045.60	\$376,508.59	\$1,882,542.93	\$171,497.33	10.02%	
90603.01S	Erection of Post Tensioned concrete Girders, [2300] mm deep, [34.4] metres long(Refer to Supplementary:PSTS-12)	each	5	\$17,209.45	\$86,047.25							
90603.02S	Erection of Post Tensioned concrete Girders, [2300] mm deep, [42.3] metres long(Refer to Supplementary:PSTS-12)	each	20	\$17,710.27	\$354,205.40							
90603.03S	Erection of Post Tensioned concrete Girders, [2300] mm deep, [48.2] metres long(Refer to Supplementary:PSTS-12)	each	5	\$17,207.22	\$86,036.10							
90604.01S	Precast Concrete Pile-cap Permanent Formwork, Supply & install, [3250] mm deep, [3500] mm wide, [20.5] metres long(Refer to Supplementary:PSTS-15)	each	4	\$781,073.03	\$3,124,292.12							
90605.01S	Bridge Abutment Protection - Riprap over Spillthrough, [abutment] (Refer to Supplementary:PSTS-12)	each	2	\$88,192.23	\$176,384.46							
90605.02S	Bridge Abutment Protection - Riprap over Spillthrough, [pier 1 & 6] (Refer to Supplementary:PSTS-12)	each	2	\$50,084.48	\$100,168.96							
90606.01S	Concrete Class [50] MPa/20 in pier longitudinal restraint block(Refer to Supplementary:PSTS-15)	each	8	\$6,676.33	\$53,410.64							
90606.02S	Concrete Class [50] MPa/20 in pier transverse restraint block(Refer to Supplementary:PSTS-15)	each	12	\$12,151.66	\$145,819.92							
90606.03S	Concrete Class [50] MPa/20 in abutment transverse restraint block(Refer to Supplementary:PSTS-15)	each	2	\$10,954.15	\$21,908.30							
90607.01S	Low strain pile integrity testing to AS2159(Refer to Supplementary:PSTS-12)	each	9	\$787.19	\$7,084.71							
90607.02PS	Pile integrity testing by Thermal Integrity Profiling (Provisional Quantity, as directed)(Refer to Supplementary:PSTS-12)	each	8	\$19,812.15	\$158,497.20							
90608.01S	Webforge F255MPU Grate as per 844790 (Refer to Supplementary:PSTS-15)	each	1	\$1,737.24	\$1,737.24							
91002.01S	Controlled modulus columns (CMC), 350mm dia(Refer to Supplementary:PSTS-09)	m	6140	\$153.67	\$943,533.80							

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Work Item Number	Contract Schedule Item Description	Unit of Measure	Quantity	Unit Rate (excl.GST)(\$)	Amount \$ c	PMI Estimate: Oct 2021		PMI Estimate: Nov 2022		Comparison (Difference): Oct 2021 vs. Nov 2022		Notes
						Unit Rate (excl.GST)(\$)	Amount \$ c	Unit Rate (excl.GST)(\$)	Amount \$ c	Amount \$ c	%	
91002.02PS	Ground Improvement - Continuous Flight Auger Piling (rate additional to CMC) (Provisional Quantity, if ordered)(Refer to Supplementary:PSTS-09)	m	6140	\$16.09	\$98,792.60							
91102.01S	Fabrication, supply and installation of precast concrete barrier fascia(Refer to Supplementary:PSTS-15)	m	563.8	\$3,615.33	\$2,038,323.05							
91103.01S	Supply and install stormwater drainage pipe (DN350)(Refer to Supplementary:PSTS-15)	m	252	\$3,825.89	\$964,124.28							
91104.01S	Supply and install stormwater drainage pipe (DN200)(Refer to Supplementary:PSTS-15)	m	18	\$3,353.58	\$60,364.44							
92001.01S	High Performance Turf Reinforcement Mat (Maintenance Access Track)(Refer to Supplementary:PSTS-09)	m^2	405	\$58.08	\$23,522.40							
92501.02PS	Treatment of PASS/ASS (CFA Spoil) (Provisional Quantity, if Ordered)(Refer to Supplementary:PSTS-09)	m^3	600	\$31.76	\$19,056.00							
\$55,337,516.90						Oct 2021 Sub-Total (Review Items)	\$43,786,345.88	Nov 2022 Sub-Total (Review Items)	\$48,058,553.84	\$4,272,207.96	9.76%	

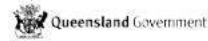
Subtotal carried forward or total for part (as appropriate):

Tenderer
Name of Tenderer

Appendix A3:

Cost Comparison - Work Package C

Tender Schedule M1:
Schedule of Rates



Contract Number: CN-13712

MTR - Centenary Bridge Upgrade

Project Number: 669801

METD 201-U18A; Centenary Motorway (Ellen Grove - Toowong), Centenary Bridge Upgrade; 669801

WKP-00041313 Work Package C: Existing Bridge Works

The Tenderer's attention is directed to the Conditions of Tendering and the General Conditions of Contract for requirements for the Schedule of Rates and Payment Provisions.

Work Item Number	Contract Schedule Item Description	Unit of Measure	Quantity	Unit Rate (excl.GST)(\$)	Amount \$ c	PMI Estimate: Oct 2021		PMI Estimate: Nov 2022		Comparison (Difference): Oct 2021 vs. Nov 2022	
						Unit Rate (excl.GST)(\$)	Amount \$ c	Unit Rate (excl.GST)(\$)	Amount \$ c	Amount \$ c	%
20150	Specific Quality System Requirements(MRS50 MAR 21)										
20151.03	Supply of As Constructed documents	item	1	\$70,000.00	\$70,000.00						
21300	Managing and Removing Asbestos(MRS96 JUL 17)										
21302.02	Removing and disposing of Asbestos Containing Material on Site [1960's conduits]	lumpsum	1		INCLUDED						
30550	Subsurface Drainage(MRS03 JUL 21)										
30555.02	Sheet filter drains	m^2	166.8	\$40.92	\$6,825.46						
30556.03	Strip filter drains	m	53.4	\$37.08	\$1,980.07						
30557.03	Sheet or strip filter drain outlet connection, [type]	each	4	\$441.72	\$1,766.88						
30562.05	Supply and installation of geotextile, strength class [B], filtration class [VII]	m^2	152.2	\$10.52	\$1,601.14						
32000	Preparation(MRS04 NOV 20)										
32002.02	Bridge site preparation	m^2	2220	\$81.23	\$180,330.60						
32100	Excavation(MRS04 NOV 20)										
32104.04	Excavation for structures, all materials [Abutments]	m^3	4073.7	\$80.18	\$326,629.27						
32126.02	Blinding concrete, [50] mm nominal thickness	m^2	290.8	\$128.10	\$37,251.48						
32400	Backfill(MRS04 NOV 20)										
32403.03	Backfill with free draining granular material to [Abutments]	m^3	234.4	\$140.63	\$32,963.67						
50000	Road Furniture(MRS14 MAR 21)										
50001.02	Demolition of road furniture, as listed in Clause 3 of Annexure MRTS14.1	lumpsum	1		INCLUDED						
50003.02	Removal and re-erection of road furniture, as listed in Clause 4 of Annexure MRTS14.1	lumpsum	1		INCLUDED						
60200	Cable Jointing Pits(MRS91 MAR 21)										
60202.02	Supply of conduit bell mouth of [100mm] to suit pit [P4]	each	8	\$385.24	\$3,081.92						
60204.03	Supply and installation of cable jointing pit [P4]	each	8	\$385.24	\$3,081.92						
70300	Bridge Substructure(MRS62 JUL 17)										
70302.03	Concrete Class [40] MPa/20 in pier pile cap	m^3	82.4	\$2,077.62	\$171,195.89						
70303.03	Concrete Class [40] MPa/20 in pier above [pile cap]	m^3	29.3	\$3,449.06	\$101,057.46						
70304.03	Concrete Class [40] MPa/20 in pier headstock	m^3	50.7	\$4,684.27	\$237,492.49						
70305.03	Concrete Class [50] MPa/10 in pier pedestal	each	38	\$2,204.72	\$83,779.36						
70309.02	Concrete Class [40] MPa/20 in abutment headstock excluding parapet terminal	m^3	143.4	\$3,411.32	\$489,183.29						
70310.02	Concrete Class [50] MPa/10 in abutment pedestal	each	8	\$3,086.88	\$24,695.04						
70311.02	Steel reinforcing bar in abutments including parapet terminals and piers	Tonne	61.4	\$5,608.93	\$344,388.30						
70400	Cast-In-Place Piles(MRS63 NOV 20)										
70401.05	Steel pipe liners, supply on Site [1200]	m	160.8	\$2,067.31	\$332,423.45						
70401.06	Steel pipe liners, supply on Site [900]	m	37.6	\$1,590.44	\$59,800.54						
70402.02	Supply and fixing of stiffening bands	each	10	\$3,249.19	\$32,491.90						
70403.02	Handling and pitching of steel liners	each	10	\$3,858.90	\$38,589.00						
70404.02	Driving steel liners	m	198.4	\$159.29	\$31,603.14						
70409.02	Excavation of liners	m^3	205.8	\$1,060.68	\$218,287.94						
70410.02	Excavation below toes of liners	m^3	22.4	\$1,976.34	\$44,270.02						
70412.02	Certification of pile capacity	each	10	\$4,584.24	\$45,842.40						
70413.02	Concrete Class [40] MPa/20 in abutment lined pile	m^3	228.2	\$616.56	\$140,698.99						
70415.02	Steel reinforcing bar in piles	Tonne	47.1	\$4,432.31	\$208,761.80						
71700	Prestressed Concrete Deck and Kerb Units, and Transverse Stressing Units(MRS74 JUL 18)										

Work Item Number	Contract Schedule Item Description	Unit of Measure	Quantity	Unit Rate (excl.GST)(\$)	Amount \$ c	PMI Estimate: Oct 2021		PMI Estimate: Nov 2022		Comparison (Difference): Oct 2021 vs. Nov 2022	
						Unit Rate (excl.GST)(\$)	Amount \$ c	Unit Rate (excl.GST)(\$)	Amount \$ c	Amount \$ c	%
71701.02	Prestressed concrete deck and kerb unit, supply on Site, [700] mm deep, [17.4] metres long	each	22	\$13,574.58	\$298,640.76						
71701.03	Prestressed concrete deck and kerb unit, supply on Site, [650] mm deep, [17.4] metres long	each	2	\$13,169.95	\$26,339.90						
71703.02	Transport of prestressed concrete deck and kerb units to the Site, [700] mm deep, [17.4] metres long, ex works [location]	each	22	\$1,647.11	\$36,236.42						
71703.03	Transport of prestressed concrete deck and kerb units to the Site, [650] mm deep, [17.4] metres long, ex works [location]	each	2	\$1,598.06	\$3,196.12						
71707.02	Erection of prestressed concrete deck and kerb units, [700] mm deep, [18] metres long	each	22	\$1,206.59	\$26,544.98						
71707.03	Erection of prestressed concrete deck and kerb units, [650] mm deep, [18] metres long	each	2	\$1,524.56	\$3,049.12						
71709.02	Holding-down bolts for prestressed concrete deck and kerb units, [1110] mm long	each	48	\$510.38	\$24,498.24						
71900	Steel girders and cross bracing[MRS76 MAR 19]										
71901.01	Steel girders, supply on Site, [Span 1] / ([600/800] mm wide, [1690]) mm deep, [33.3] metres long	each	6	\$503,744.79	\$3,022,468.74	\$266,376.93	\$1,598,261.59	\$295,700.79	\$1,774,204.74	\$175,943.15	11.01%
71901.02	Steel girders, supply on Site, [Span 1] / ([600] mm wide, [1490]) mm deep, [33.3] metres long	each	2	\$148,636.52	\$297,273.04	\$262,932.93	\$525,865.86	\$286,679.40	\$573,358.80	\$47,492.94	9.03%
71901.03	Steel girders, supply on Site, [Span 2, 3, 5, 6] / ([600/800] mm wide, [1690]) mm deep, [42.5] metres long	each	24	\$227,100.10	\$5,450,402.40	\$320,168.31	\$7,684,039.39	\$355,789.95	\$8,538,958.81	\$854,919.42	11.13%
71901.04	Steel girders, supply on Site, [Span 4] / ([600/850] mm wide, [1690]) mm deep, [48.4] metres long	each	6	\$250,626.91	\$1,503,761.46	\$357,247.18	\$2,143,483.06	\$397,328.27	\$2,383,969.62	\$240,486.56	11.22%
71902.01	Steel cross bracing, supply on Site	lumpsum	1	\$371,552.71	\$371,552.71	\$393,670.81	\$393,670.81	\$462,807.57	\$462,807.57	\$69,136.76	17.56%
71903.01	Transport of steel girders to the Site, [Span 1] / ([600/800] mm wide, [1690]) mm deep, [33.3] metres long	each	6	\$30,123.93	\$180,743.58	\$19,543.65	\$117,261.90	\$22,141.17	\$132,847.02	\$15,585.12	13.29%
71903.02	Transport of steel girders to the Site, [Span 1] / ([600] mm wide, [1490]) mm deep, [33.3] metres long	each	2	\$8,634.22	\$17,268.44	\$19,543.65	\$39,087.30	\$22,141.17	\$44,282.34	\$5,195.04	13.29%
71903.03	Transport of steel girders to the Site, [Span 2, 3, 5, 6] / ([600/800] mm wide, [1690]) mm deep, [42.5] metres long	each	24	\$13,352.31	\$320,455.44	\$19,543.65	\$469,047.60	\$22,141.17	\$531,388.07	\$62,340.47	13.29%
71903.04	Transport of steel girders to the Site, [Span 4] / ([600/850] mm wide, [1690]) mm deep, [48.4] metres long	each	6	\$14,555.32	\$87,331.92	\$19,543.65	\$117,261.90	\$22,141.17	\$132,847.02	\$15,585.12	13.29%
71904.01	Transport of steel cross bracing to the Site, ex works [location]	lumpsum	1	\$23,049.42	\$23,049.42	\$39,087.30	\$39,087.30	\$44,296.98	\$44,296.98	\$5,209.68	13.33%
71905.01	Installation of steel girders, [Span 1] / ([600/800] mm wide, [1690]) mm deep, [33.3] metres long	each	6	\$71,148.63	\$426,891.78	\$46,830.26	\$280,981.56	\$48,433.44	\$290,600.65	\$9,619.09	3.42%
71905.02	Installation of steel girders, [Span 1] / ([600] mm wide, [1490]) mm deep, [33.3] metres long	each	2	\$20,269.63	\$40,539.26	\$46,830.26	\$93,660.52	\$48,433.44	\$96,866.88	\$3,206.36	3.42%
71905.03	Installation of steel girders, [Span 2, 3, 5, 6] / ([600/800] mm wide, [1690]) mm deep, [42.5] metres long	each	24	\$31,780.43	\$762,730.32	\$46,830.26	\$1,123,926.25	\$48,433.44	\$1,162,402.62	\$38,476.37	3.42%
71905.04	Installation of steel girders, [Span 4] / ([600/850] mm wide, [1690]) mm deep, [48.4] metres long	each	6	\$34,356.75	\$206,140.50	\$46,830.26	\$280,981.56	\$48,433.44	\$290,600.65	\$9,619.09	3.42%
71906.01	Installation of steel cross bracing	lumpsum	1	\$54,088.86	\$54,088.86	\$68,634.30	\$68,634.30	\$68,635.48	\$68,635.48	\$1.18	0.00%
71930	Bearings[MRS76 MAR 19]										
71931.01	Supply and installation of laminated elastomeric bearings, [600] x [450] x [224], AS 5100.4 part number [091809R]	each	12	\$2,428.03	\$29,136.36						
71931.02	Supply and installation of laminated elastomeric bearings, [600] x [450] x [170], AS 5100.4 part number [091209R]	each	6	\$2,151.93	\$12,911.58						
71931.03	Supply and installation of laminated elastomeric bearings, [600] x [450] x [136], AS 5100.4 part number [091207R]	each	24	\$1,826.15	\$43,827.60						
71931.04	Supply and installation of laminated elastomeric bearings, [480] x [250] x [51], AS 5100.4 part number [051202R]	each	4	\$597.92	\$2,391.68						
71931.05	Supply and installation of laminated elastomeric bearings, [480] x [380] x [197], AS 5100.4 part number [071509R]	each	6	\$1,612.27	\$9,673.62						
71931.06	Supply and installation of laminated elastomeric bearings, [480] x [380] x [102], AS 5100.4 part number [071205R]	each	12	\$1,072.02	\$12,864.24						
71960	Girder Restraints[MRS76 MAR 19]										
71961.01	Installation of girder restraints	each	36	\$265.12	\$9,544.32						
72000	Concrete and Reinforcements[MRS77 JUL 19]										
72002.02	Concrete Class S [50] MPa/20 in deck	m^3	977.5	\$1,160.96	\$1,134,838.40	\$1,173.06	\$1,146,666.15	\$1,252.57	\$1,224,389.42	\$77,723.27	6.78%
72002.03	Concrete Class S [40] MPa/20 in deck	m^3	79.7	\$1,207.80	\$96,261.66						
72003.01	Concrete Class S [40] MPa/20 in situ kerb	m^3	2.9	\$6,599.60	\$19,138.84						
72004.02	Concrete Class S [40] MPa/20 in parapet and parapet terminal	m^3	249.3	\$3,810.09	\$949,855.44	\$4,354.24	\$1,085,512.75	\$4,789.55	\$1,194,035.81	\$108,523.06	10.00%
72006.02	Concrete Class S [40] MPa/20 in relieving slab	m^3	79.3	\$793.51	\$62,925.34						
72007.02	Reinforcing steel in decks, cross girders, kerbs and parapets, excluding parapet terminals	Tonne	318.8	\$5,307.92	\$1,692,164.90	\$6,676.34	\$2,128,418.18	\$6,676.34	\$2,128,418.18	\$0.00	0.00%
72009.02	Reinforcing steel in relieving slabs	Tonne	15.9	\$5,014.73	\$79,734.21						

NOTE: Estimate must be considered absolutely as the property of Transport and Main Roads until the acceptance of a tender, and must under no circumstances be divulged.

Work Item Number	Contract Schedule Item Description	Unit of Measure	Quantity	Unit Rate (excl.GST)(\$)	Amount \$ c	PMI Estimate: Oct 2021		PMI Estimate: Nov 2022		Comparison (Difference): Oct 2021 vs. Nov 2022	
						Unit Rate (excl.GST)(\$)	Amount \$ c	Unit Rate (excl.GST)(\$)	Amount \$ c	Amount \$ c	%
72030	Cast-In Anchors(MRS77 JUL 19)										
72031.02	Anchors for bridge rail	lumpsum	1	\$95,277.62	\$95,277.62						
72032.02	Anchors for guardrail terminals	lumpsum	1	\$1,652.89	\$1,652.89						
72033.02	Anchors for lamp standard brackets	lumpsum	1	\$5,721.76	\$5,721.76						
72034.02	Sockets for expansion joints	lumpsum	1	\$31,578.03	\$31,578.03						
72060	Miscellaneous Cast-In Items(MRS77 JUL 19)										
72061.02	Bridge date plate	each	1	\$1,292.08	\$1,292.08						
72062.02	Permanent survey mark	each	1	\$1,345.64	\$1,345.64						
72063.02	PVC scupper and spout, [100] mm diameter	each	112	\$773.42	\$86,623.04						
72090	Joints and Fillers(MRS77 JUL 19)										
72091.02	Bridging strips, compressible fillers and isolation inserts	lumpsum	1	\$62,605.69	\$62,605.69						
72092.02	Joint sealants	lumpsum	1	\$30,110.21	\$30,110.21						
72120	Stainless Steel Cover Plates(MRS77 JUL 19)										
72121.02	Expansion joint cover plates, stainless steel	lumpsum	1	\$7,127.14	\$7,127.14						
72122.02	Junction box cover plates, stainless steel	lumpsum	1	\$48,627.30	\$48,627.30						
72180	Electrical and Telecommunication Items(MRS77 JUL 19)										
72182.02	Flexible electrical conduit in [parapets], [80] mm diameter	m	560.7	\$81.68	\$45,797.98						
72183.02	Lamp standard brackets	lumpsum	1	\$17,817.39	\$17,817.39						
72185.02	Telecommunications conduit in [parapets], [80] mm diameter	m	560.7	\$81.68	\$45,797.98						
72500	Supply and Erection of Bridge Barrier(MRS80 JUL 17)										
72501.02	Supply and fabrication of bridge traffic rail, [steel]	m	560.7	\$1,297.85	\$727,704.50	\$1,207.13	\$676,836.25	\$1,330.86	\$746,215.73	\$69,379.48	10.25%
72503.01	Supply and fabrication of bridge safety rail, [steel]	m	280.4	\$295.06	\$82,734.82						
72504.02	Transport and erection of bridge traffic rail, [steel]	m	560.7	\$197.76	\$110,884.03						
72506.01	Transport and erection of bridge safety rail, [steel]	m	280.4	\$197.00	\$55,238.80						
72900	Anti-Graffiti Protection(MRS83 NOV 19)										
72901.02	Anti-graffiti protection coating, non-sacrificial	m^2	158.9	\$87.46	\$13,897.39						
73000	Deck Wearing Surface(MRS84 JUL 19)										
73001.02	Bituminous waterproof membrane for bridges - Type B Membrane S45R binder and 10mm aggregate	m^2	4762.1	\$8.74	\$41,620.75						
73002.01	Heavy Duty Dense graded asphalt connector course, AC [10] [various depths], mm mix	Tonne	36.4		\$0.00						
73004.02	Open graded asphalt surfacing layer, OG [14] mm mix	Tonne	333.7	\$378.54	\$126,318.80						
73005.02	Tack Coat, 0.2 litres/m^2 residual bitumen	m^2	4762.1	\$0.84	\$4,000.16						
73006.02	Heavy Duty Dense Graded asphalt intermediate course, AC14 H (A15E) mix	Tonne	595.9	\$338.11	\$201,479.75						
73007.02	Stone mastic asphalt surfacing layer, SMA [14] mm mix [Pavement Type 7]	Tonne	23	\$653.09	\$15,021.07						
73100	Removal of Bridge Deck Wearing Surface(MRS84A JUL 17)										
73103.01	Full depth removal of Deck Wearing Surface	m^2	570.1	\$20.45	\$11,658.55						
73200	Repainting Steel Bridges(MRS85 JUL 17)										
73400	Preparation for Bridge Widening, Strengthening and Rehabilitation(MRS86 JUL 17)										
73401.01	Removal of existing bridge rails and posts	lumpsum	1		INCLUDED						
73402.01	Breaking back existing concrete - median barrier 1980's	m^3	97.8		INCLUDED						
73403.01	Removal of existing rubble masonry at abutments	lumpsum	1		\$0.00						
73405.01	Installation of steel reinforcing in existing concrete	each	40	\$82.93	\$3,317.20						
73406.01	Scabbling concrete faces	m^2	7	\$385.20	\$2,696.40						
73407.01	Temporary barrier guardrail	lumpsum	1	\$83,245.81	\$83,245.81						
73800	Protective Coating for New Work(MRS88 JUL 17)										
90000	90000 Series Non-Standard(Non-Standard OCT 18)										
70405.02P	Extension of steel liners (Provisional Quantity, as Directed)	each	10	\$2,668.85	\$26,688.50						
73205.01P	Top coating of steelwork for existing 1980's balustrade (Provisional Quantity, as Directed)	m^2	400	\$248.43	\$99,372.00						
73801.01P	Full paint coating (Provisional Quantity, as Directed)	m^2	10500	\$202.31	\$2,124,255.00	\$200.49	\$2,105,148.78	\$218.00	\$2,289,010.50	\$183,861.72	8.73%
90104.01S	Demolition - Removal of existing sub-structure debris by land(Refer to Supplementary:PSTS-16)	lumpsum	1	\$16,722.50	\$16,722.50						
90111.01S	Demolition - 1960 transversely stressed deck unit 10.495m x 10.3m Span 1(Refer to Supplementary:PSTS-16)	lumpsum	1	\$421,652.79	\$421,652.79	\$449,400.86	\$449,400.86	\$517,962.42	\$517,962.42	\$68,561.56	15.26%
90111.02S	Demolition - 1960 transversely stressed deck unit 10.495m x 17.065m Span 7(Refer to Supplementary:PSTS-16)	lumpsum	1	\$450,824.15	\$450,824.15	\$698,278.20	\$698,278.20	\$804,791.25	\$804,791.25	\$106,513.05	15.25%
90111.03S	Demolition - 1980 transversely stressed deck unit 8.6m x 17.065m Span 1(Refer to Supplementary:PSTS-16)	lumpsum	1	\$461,302.80	\$461,302.80	\$572,195.02	\$572,195.02	\$659,475.75	\$659,475.75	\$87,280.73	15.25%
90111.04S	Demolition - 1980 transversely stressed deck unit 11.068m x 17.065m Span 7(Refer to Supplementary:PSTS-16)	lumpsum	1	\$218,686.63	\$218,686.63	\$581,932.36	\$581,932.36	\$679,888.23	\$679,888.23	\$97,955.87	16.83%
90112.01S	Demolition - Removal of existing deck unit debris by land(Refer to Supplementary:PSTS-16)	lumpsum	1	\$62,588.11	\$62,588.11						
90113.01S	Demolition - 1960 Abutment A to 1m bGL(Refer to Supplementary:PSTS-16)	lumpsum	1	\$19,229.77	\$19,229.77						

Work Item Number	Contract Schedule Item Description	Unit of Measure	Quantity	Unit Rate (excl.GST)(\$)	Amount \$ c	PMI Estimate: Oct 2021		PMI Estimate: Nov 2022		Comparison (Difference): Oct 2021 vs. Nov 2022	
						Unit Rate (excl.GST)(\$)	Amount \$ c	Unit Rate (excl.GST)(\$)	Amount \$ c	Amount \$ c	%
90113.02S	Demolition - 1980 Abutment A Return Wall to 1m bGL(Refer to Supplementary:PSTS-16)	lumpsum	1	\$24,348.28	\$24,348.28						
90113.03S	Demolition - 1980 Abutment A headstock and ballast wall 1.5m height x 6m length(Refer to Supplementary:PSTS-16)	lumpsum	1	\$32,022.78	\$32,022.78						
90113.04S	Demolition - 1960 Abutment B to 1m bGL(Refer to Supplementary:PSTS-16)	lumpsum	1	\$26,204.48	\$26,204.48						
90113.05S	Demolition - 1980 Abutment B to 1m bGL(Refer to Supplementary:PSTS-16)	lumpsum	1	\$17,083.15	\$17,083.15						
90113.06S	Demolition - 1960 Pier P1 to 1m bGL(Refer to Supplementary:PSTS-16)	lumpsum	1	\$101,978.22	\$101,978.22						
90113.07S	Demolition - 1980 Pier P1 upstand wall (6m length)(Refer to Supplementary:PSTS-16)	lumpsum	1	\$117,976.88	\$117,976.88						
90113.08S	Demolition - 1960 Pier P6 to 1m bGL(Refer to Supplementary:PSTS-16)	lumpsum	1	\$115,454.34	\$115,454.34						
90113.09S	Demolition - 1960 Pier P6 upstand wall(Refer to Supplementary:PSTS-16)	lumpsum	1	\$170,705.86	\$170,705.86						
90125.01S	Refurbishment of balustrade and installation of new safety rail(Refer to Supplementary:PSTS-11)	lumpsum	1	\$143,848.47	\$143,848.47						
90126.02PS	Additional Geotechnical Investigation (Provisional Quantity, if ordered) (Refer to Supplementary:PSTS-08)	lumpsum	1	\$31,355.47	\$31,355.47						
90127.02S	Finger Type Bridge Deck Expansion Joint (2 No.)(Refer to Supplementary:PSTS-16)	lumpsum	1	\$283,522.39	\$283,522.39						
90128.02S	Small Movement Joint system, supply and install (2 No.)(Refer to Supplementary:PSTS-16)	lumpsum	1	\$51,505.44	\$51,505.44						
90201.02S	Thermal Monitoring and Control(Refer to Supplementary:PSTS-12)	lumpsum	1	\$30,403.02	\$30,403.02						
90217.01S	Widening of 1980 Pier P1 both sides(Refer to Supplementary:PSTS-16)	lumpsum	1	\$49,709.86	\$49,709.86						
90218.01S	Widening of 1980 Pier P6 one side(Refer to Supplementary:PSTS-16)	lumpsum	1	\$63,910.28	\$63,910.28						
90608.02S	Webforge F255MPU Grate as per 844908 (Refer to Supplementary:PSTS-16)	each	1	\$1,747.57	\$1,747.57						
90701.02S	Headstock PT-bar strengthening at Pier 4(Refer to Supplementary:PSTS-16)	each	1	\$43,550.75	\$43,550.75						
90702.02S	Jacking to replace pier P2-P5 bearings(Refer to Supplementary:PSTS-16)	each	12	\$15,578.25	\$186,939.00						
90703.02S	Jacking to replace pier P1, P6 bearings(Refer to Supplementary:PSTS-16)	each	6	\$12,079.47	\$72,476.82						
90707.01S	Demolition - 1960 relieving slab(Refer to Supplementary:PSTS-16)	each	2	\$6,177.94	\$12,355.88						
90708.01S	Demolition - 1980 relieving slab(Refer to Supplementary:PSTS-16)	each	2	\$1,522.54	\$3,045.08						
90709.01S	Modify pier P2-P5 headstock to accommodate new works(Refer to Supplementary:PSTS-16)	each	4	\$84,000.71	\$336,002.84						
90710.01S	Modify 1980 pier P1, P6 headstock to accommodate new works(Refer to Supplementary:PSTS-16)	each	2	\$264,411.73	\$528,823.46						
90711.01S	Supply & install new bearing restraint bolts M36 to existing girder(Refer to Supplementary:PSTS-16)	each	72	\$459.67	\$33,096.24						
90712.01S	Refurbish 1980 bearing restraint plates and bolts(Refer to Supplementary:PSTS-16)	each	18	\$4,372.29	\$78,701.22						
90715.01S	Replace Small Movement Joints in 1980 deck(Refer to Supplementary:PSTS-16)	each	6	\$12,791.48	\$76,748.88						
90716.01S	Replace Bolted-in aluminium bridge deck expansion joints in 1980 deck with Small Movement Joint(Refer to Supplementary:PSTS-16)	each	2	\$19,644.16	\$39,288.32						
90717.01S	Relocate transverse stressing anchor plate (Span 7)(Refer to Supplementary:PSTS-16)	each	8	\$2,006.47	\$16,051.76						
90718.01S	Bridge Abutment Protection - Riprap over Spillthrough, [abutment](Refer to Supplementary:PSTS-12)	each	2	\$68,596.93	\$137,193.86	\$70,466.45	\$140,932.90	\$84,377.96	\$168,755.91	\$27,823.01	19.74%
90718.02S	Bridge Abutment Protection - Riprap over Spillthrough, [Piers P3, P4](Refer to Supplementary:PSTS-12)	each	2	\$546,258.79	\$1,092,517.58	\$546,257.88	\$1,092,515.76	\$643,383.29	\$1,286,766.59	\$194,250.83	17.78%
90719.01S	Low strain pile integrity testing to AS2159(Refer to Supplementary:PSTS-12)	each	2	\$776.49	\$1,552.98						
90720.01S	Demolition of 42 m beams in 1960 Spans 2, 3, 5, 6(Refer to Supplementary:PSTS-16)	each	20	\$59,071.06	\$1,181,421.20	\$70,958.37	\$1,419,167.40	\$81,783.46	\$1,635,669.29	\$216,501.89	15.26%
90721.01S	Demolition of 48 m beams in 1960 Span 4(Refer to Supplementary:PSTS-16)	each	5	\$259,942.66	\$1,299,713.30	\$255,454.32	\$1,277,271.61	\$294,420.48	\$1,472,102.39	\$194,830.79	15.25%
90722.01S	Demolition - Removal of existing 1960 PSC concrete girder debris(Refer to Supplementary:PSTS-16)	each	25	\$27,181.95	\$679,548.75	\$28,382.76	\$709,569.00	\$32,713.39	\$817,834.87	\$108,265.87	15.26%
90723.01S	Demolition of 42 m beams in 1980 Spans 2, 3, 5, 6(Refer to Supplementary:PSTS-16)	each	16	\$66,220.39	\$1,059,526.24	\$70,958.37	\$1,135,333.92	\$81,783.46	\$1,308,535.44	\$173,201.52	15.26%
90724.01S	Demolition of 48 m beams in 1980 Span 4(Refer to Supplementary:PSTS-16)	each	4	\$294,683.82	\$1,178,735.28	\$288,499.94	\$1,153,999.76	\$391,718.56	\$1,566,874.23	\$412,874.47	35.78%
90725.01S	Demolition - Removal of existing 1980 PSC concrete girder debris(Refer to Supplementary:PSTS-16)	each	20	\$25,724.25	\$514,485.00	\$29,838.06	\$596,761.20	\$35,888.01	\$717,760.13	\$120,998.93	20.28%
91010.01S	Crack injection - Substructure & Superstructure (>0.2mm in width)(Refer to Supplementary:PSTS-11)	m	25	\$1,262.67	\$31,566.75						
91012.01S	Supply and installation of pile jacket system(Refer to Supplementary:PSTS-11)	m	14	\$33,650.65	\$471,109.10						
91202.01S	Fabrication, supply and installation of precast concrete barrier fascia(Refer to Supplementary:PSTS-16)	m	281.9	\$3,709.31	\$1,045,654.49						
91203.01S	Supply and install stormwater drainage pipe (DN457)(Refer to Supplementary:PSTS-16)	m	252	\$3,895.19	\$981,587.88						

NOTE: Estimate must be considered absolutely at the property of Transport and Main Roads until the acceptance of a tender, and must under no circumstances be divulged.

NOTE: Estimate must be considered absolutely as the property of Transport and Main Roads until the acceptance of a tender, and must under no circumstances be divulged.

Work Item Number	Contract Schedule Item Description	Unit of Measure	Quantity	Unit Rate (excl.GST)(\$)	Amount \$ c	PMI Estimate: Oct 2021		PMI Estimate: Nov 2022		Comparison (Difference): Oct 2021 vs. Nov 2022	
						Unit Rate (excl.GST)(\$)	Amount \$ c	Unit Rate (excl.GST)(\$)	Amount \$ c	Amount \$ c	%
91204.01S	Supply and install stormwater drainage pipe (DN219)(Refer to Supplementary:PSTS-16)	m	17	\$3,947.94	\$67,114.98						
91207.01S	Remove, retain and re-erect existing balustrade on new Span 1(Refer to Supplementary:PSTS-11)	m	17	\$2,299.31	\$39,088.27						
92001.02S	Patch Repairs to Concrete - Substructure & Superstructure(Refer to Supplementary:PSTS-11)	m^2	7	\$19,351.29	\$135,459.03						
92103.01S	Reinstate cut deck edge & diaphragm with epoxy(Refer to Supplementary:PSTS-11)	m^2	163.5	\$318.05	\$52,001.18						
92104.01S	Supply and install precast permanent slab formwork panels complete(Refer to Supplementary:PSTS-16)	m^2	4097.1	\$791.24	\$3,241,789.40	\$793.27	\$3,250,091.73	\$890.75	\$3,649,477.49	\$399,385.76	12.29%
92601.01S	Grout fill existing drainage scuppers(Refer to Supplementary:PSTS-16)	m^3	1	\$3,043.25	\$3,043.25						
92602.01S	Demolition - Breaking back existing concrete in 1960 deck slab(Refer to Supplementary:PSTS-16)	m^3	610.1		INCLUDED						
92603.01S	Demolition - Breaking back existing concrete in 1980 deck slab(Refer to Supplementary:PSTS-16)	m^3	341.5		INCLUDED						
92604.01S	Demolition - Breaking back existing concrete in 1960 footway and kerb(Refer to Supplementary:PSTS-16)	m^3	208.7	\$932.73	\$194,660.75						
92605.01S	Demolition - Removal of demolished materials at deck slab, barrier and footway debris(Refer to Supplementary:PSTS-16)	m^3	1160.3		INCLUDED						
92606.01S	Demolition - Concrete diaphragm beams (1980)(Refer to Supplementary:PSTS-16)	m^3	48.3		INCLUDED						
92607.01S	Demolition - Concrete diaphragm beams (1960)(Refer to Supplementary:PSTS-16)	m^3	48.6		INCLUDED						
92608.01S	Demolition - Removal of demolished materials at diaphragm beams(Refer to Supplementary:PSTS-16)	m^3	96.9		INCLUDED						
\$42,567,686.05						Oct 2021 Sub-Total (Review Items)	\$35,195,282.73	Nov 2022 Sub-Total (Review Items)	\$39,396,030.88	\$4,200,748.15	11.94%

Subtotal carried forward or total for part (as appropriate):

Tenderer

Name of Tenderer

30 November 2022

John Ryan
A/Regional Director – Metropolitan Region
Department of Transport and Main Roads
Floor 20, 313 Adelaide St
Brisbane Q 4000

Attention: John Ryan

Re: Centenary Bridge Upgrade Works – Uplift for delayed award of contract

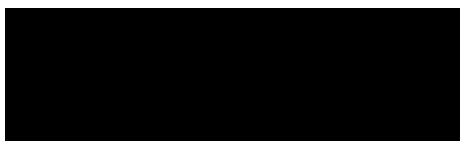
Dear John,

Further to discussion with Fran Knight of your office we have undertaken an assessment of the likely cost increases experienced by the tenderers between the original planned award and the latest planned award of December 2022 for the Centenary Bridge Upgrade Project. We summarise our advice as follows.

An assessment of general market escalation and specific elements relating to this project was undertaken for the last year to establish the amount that may be attributed to the delay to contract award. We have determined that the amount that may be fairly attributed to the delay of contract award to December 2022, in addition to the likely allowance for escalation included within the original tenders is in the order of \$23.0 M (excl GST). This includes increases in supply and subcontract prices as well as changes to market capacity and availability of resources required for this project.

Please let us know if you require anything further.

Regards,



Dafydd Griffiths

Cc Fran Knight

Minutes

CN-13712 Centenary Bridge Upgrade Project

Tender Escalation Meeting

Date	15 November 2022	Time	13:00 – 14:00
Place	Floor 6, 313 Adelaide Street, Brisbane – Room 6.08		
Attendees			
TMR	John Ryan, Cameron Messer, Fran Knight, Faiz Rahmansyah		
Georgiou BMD JV (GBJV)	Leigh Hahn, Dannii Lawrence, Tim Hunter, Terry Waterson, Berry Freshney, Sean Donald		
Apologies	Nil		

Agenda item 1 Review of Principal Supplied Uplift – Presentation by Leigh Hahn (attached with release of this meeting minutes)

1. Total Uplift amount is \$29,284,181 (incl. GST)
 - This uplift references the cost increase from original submission of \$164,129,764 (incl. GST) from 26 October 2021
 - i. This submission excludes any additional costs arising from Post Tender Correspondences and Envelope 3
 - Total submission as of 11 November 2022 is \$193,413,945 (incl. GST)
 - This submission is valid for 40 days until 21 December 2022. This is in line with TMR's potential award date of 16 December 2022.
 - GBJV comments:
 - i. Rate of increase over the last available year appears to be 10%. Recent market engagement has demonstrated >22% increase
 - ii. Reduced availability across subcontractors and suppliers, resulting in 16 weeks contingency lost in Stage 1. Methodology remains the same.
 - iii. Waste Levy – additional cost applied as the tender was not awarded in 2021, thus losing the advantage before the levy rose in July 2022.
 - iv. Low availability of barge and marine equipment.
 - v. Noted that RDO's are separate from latest program submitted. Whilst there is reduced float, total duration is still within the Contract's duration.
2. Query on Uplift cost across the life of the project
 - TMR Comments:
 - i. TMR has an independent assessor determine the uplift based on award in mid December this year and the figure established is lower than GBJV's

submission. However, TMR is comfortable with GBJV's valuation should this cost cover escalation across the whole project duration.

- ii. TMR is in process of determining the mechanism to pay this uplift and it will be a payment on a separate work package that will be paid over a period of 6-12 months.
 - iii. Is GBJV's uplift solely for year 0 or is uplift covered across the life of the project (4 years)?
 - iv. TMR raises concern of the change in calculation method for wet weather allowance from 8% to 12%. This may be perceived as GBJV being given the opportunity to amend their tender and other tenderers aren't afforded the same. Evidence is required to establish that this is an industry wide new norm that will be applicable for any tender.
 - v. TMR understand there is a waste levy which increased this financial year and confirms if this is the legislative impact that GBJV refers to.
- GBJV comments:
 - i. GBJV's uplift is for year 0. The uplift submitted is in addition to the rise and fall mechanisms within the TIC-CO contract. Annexure E is excluded from this uplift. However, it is anticipated that diesel will be the highest impact, of which its value is quite low within the contract. Other prices appear to be approaching the peak and anticipated to plateau.
 - ii. Industry is seeing quality reduction on workmanship as result of reduced availability of subcontractors and struggling supply chain
 - iii. Wet weather assumption amended due to change in calculation method. GBJV previously 20 years historical data, however this has not translated well across multiple projects. GBJV shortened calculation method to use 5-year historical data to forecast a better representation, which resulted in increase from 8% to 12%. GBJV indicated that this approach has been applied in other JV submissions for other contracts.
 - iv. GBJV confirms that the uplift due to legislative impacts is in association to the waste levy.

Task owner	Action item	Meeting date	Date due	Status
GBJV	Wet weather additional allowance of 2 weeks per year – need to ensure this is an industry wide adjustment that is applicable to any tender, Evidence required to demonstrate this.	15/11/2022	25/11/2022	In progress
GBJV	Waste levy – more evidence to demonstrate how GBJV arrived at the additional \$2.9M uplift.	15/11/2022	25/11/2022	In progress
TMR	CBUP team to provide independent assessor with GBJV's recent submission for valuation.	15/11/2022	25/11/2022	In progress

CN-13712 Centenary Bridge Upgrade Project

Centenary Bridge Upgrade - Minutes

Other items raised

- Cameron Messer thanks GBJV for update regarding industrial relations. This is a great outcome
- It is noted that the program duration remains the same as original tender
- Contract award target remains on 16 December 2022.

Date of next meeting

No further meeting is required at this stage. TMR shall further assess the information given and advise if further clarifications or evidence will be required.

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Minutes

CN-13712 Centenary Bridge Upgrade Project Tender

Escalation Meeting

Date	30 November 2022	Time	14:00 – 15:00
Place	Floor 6, 313 Adelaide Street, Brisbane – Room 6.10		
Attendees			
TMR	John Ryan, Cameron Messer, Fran Knight, Tunya Boyce		
Georgiou BMD JV (GBJV)	Leigh Hahn, Tim Hunter, Terry Waterson, Berry Freshney, Sean Donald		
Apologies	Dannii Lawrence		

Agenda item 1 TMR's assessment of escalation and position on the uplift submitted

- Cameron Messer thanks GBJV for attending meeting to discuss Principal's supplied uplift due to delay in tender being awarded and for their submission. TMR appreciates the work undertaken by GBJV.
- TMR has assessed the submissions and further clarifications received. There has also been a third-party assessment conducted. After careful consideration, the amount that TMR deem as an appropriate escalation for the project is \$23M excl. GST.

Agenda item 2 Waste Levy

- TMR has received an email from Maritime Safety Queensland (MSQ) seeking a significant amount of clean fill for Redland Bay Marina.
 - TMR is looking to work together for a sustainable outcome rather than dump clean fill in landfill. TMR have several road reserve sites for potential distribution.
- GBJV intent was to have fill moved to Swanbank landfill prior to levy being enforced in July 2023.

Agenda item 3 Wet Weather

- TMR states that Wet weather is not an escalation, and thus not be considered as part of the calculation.

Agenda item 4 Confirmation of the index value used to calculate the uplift – C7832 Cl5.3 (b)

- GBJV index value is fundamental to offer and is based on September 2021 quarter, the month prior to when tender was originally submitted.

Agenda item 5 Industrial Agreement

- GBJV advised that AWU require higher income protection, but was satisfied with just 13 RDOs vs the target of 26 as per Envelope 3. GBJV noted that this may incur more costs. TMR requests more information on this to clarify.
- GBJV/AWU negotiations are currently underway. GBJV's target for submission to Fair Work is end of next week – Fri 9th Dec 2022.

Agenda item 6 General Business

- GBJV notes that with letter of award anticipated so close to Christmas holidays, deadline for submission of relevant securities/plans and documentation could fall during the Christmas shut down. TMR recognises this and will account for it.

Task owner	Action item	Meeting date	Date due	Status
GBJV	Submit information regarding the additional income protection AWU require and how it will affect the project	30/11/2022	09/12/2022	In progress
TMR	Formalise correspondence with offer of \$23M excl. GST to preferred tenderer, and confirm about status of C7895 Annexure E.	30/11/2022	2/12/22	In progress

Date of next meeting

No further meeting is required at this stage.

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Our ref CN-13712/669801
Your ref
Enquiries metropolitan.projects@tmr.qld.gov.au

Department of
Transport and Main Roads

1 December 2022

Georgiou BMD Joint Venture
Attention: Leigh Hahn
C/-B.M.D. Constructions Pty. Ltd.
PO Box 197
Wynnum QLD 4178

Dear Mr Hahn

Project: Centenary Bridge Upgrade
Contract Number: CN-13712 Transport Infrastructure Contract – Construct Only
Subject: Escalation due to delay of tender award

The Department of Transport and Main Roads (TMR) has undertaken an investigation into the appropriate Principal supplied uplift that could be provided to the successful tenderer due to the escalation of the project, that could reasonably be attributed to the delay in tender award. This investigation included an independent assessment of current market conditions and industry factors.

After consideration of the investigation, TMR has determined \$23,000,000 (excl. GST) to be the appropriate escalation amount to account for the delay to the project.

TMR notes that GBJV requested C7895 TIC.CO Annexure E to be included as part of the contract, however this annexure is retired as of 1 Dec 2022. General rise and fall provisions in transport infrastructure contracts shall still apply. TMR understands that GBJV will utilise C7832 TIC Annexure B Clause 5.3, with value of the index F to be the index in the September 2021 quarter.

Please confirm agreement to the above, subject to a formal letter of acceptance being provided at a later date.

Yours sincerely



Cameron Messer
Deputy Regional Director – Metropolitan Region

Enc (1) - 20221130 Escalation Meeting 2 – CN13712 CBUP

Infrastructure Management and Delivery Division
Program Delivery and Operations Branch
Metropolitan Region
313 Adelaide Street Brisbane Qld 4000
PO Box 70 Spring Hill Qld 4004

Telephone +61 7 3066 5696

Website www.tmr.qld.gov.au
Email metropolitan.projects@tmr.qld.gov.au
ABN 39 407 690 291

Francisca P Satya

From: John Ryan
Sent: Friday, 9 December 2022 12:50 PM
To: Francisca P Satya
Cc: Cameron J Messer; Thomas D Baldrige; Deanne M Hawkswood
Subject: DBN18690 - DG approval - Income Protection Insurance and Transport Best Practice Industry Conditions on Centenary Bridge Upgrade Project
Attachments: GBJV confirmation on BPIC sum.pdf; DBN18690 - DG approved 081222 (002).pdf

Fran,

Thank you for your email.

Please include this email as an addendum to the tender report, along with DG agreement of DBN18690 (as attached in full).

I note the following.

- The scope of works delivered in envelope 3 for GBJV now includes “income protection”.
- The tender approval amount does not change from the interactive workshop agreed \$21.92M (exc. GST).
- DG has no issue with the inclusion of “income protection”.
- The GM(Strategic Procurement) and myself form two thirds of the panel that conducted the envelope 3 interactive process, and have no objection to the inclusion of “income protection”.
- The probity advisor has been notified of the inclusion of “income protection” and the process that has been undertaken.

Please proceed with lodging the paperwork with PIP to get FAP approval for the GBJV contract.

Please proceed to award stage, while having a Hold Point at Dale Cunningham for release of the Letter of Acceptance.

The Hold Point is needed to ensure GBJV have lodged their site specific industrial agreement with FWA, and to ensure all involved in the media release are pre-advised of the actual award of contract.

Regards,

Jack Ryan

Regional Director (Metropolitan)

Program Delivery and Operations Branch, Infrastructure Management & Delivery Division

Department of Transport and Main Roads

313 Adelaide Street Brisbane Qld 4000

www.tmr.qld.gov.au

PD&O Metropolitan Region, general enquiries 07) 3066 4222, metropolitanregion@tmr.qld.gov.au. Metropolitan Region is responsible for building, maintaining and operating the state's transport infrastructure across Brisbane, Ipswich and Redlands. The region has over a third of

Queensland's population and is responsible for 525 kilometres of the road network, marine infrastructure, busway assets, tunnels and cycleways.

...

From: Francisca P Satya <[REDACTED]>
Sent: Friday, 9 December 2022 12:02 PM
To: John Ryan <[REDACTED]>
Cc: Cameron J Messer <[REDACTED]> Thomas D Baldrige
<[REDACTED]> Imran Z Qaiser <[REDACTED]> Damitha A Peiris
<[REDACTED]> Sarah McVinish <[REDACTED]>
Subject: FW: Urgent re-submission: DBN18690 - DG approval - Income Protection Insurance and Transport Best Practice Industry Conditions on Centenary Bridge Upgrade Project

Jack

I note approval from the DG to include income protection insurance within the BPIC Envelope 3 stretch target. However I have received confirmation from GBJV (as per attached e-mail) that the agreed amount in Envelope 3 to achieve the stretch targets shall remain at \$21.92M (exc. GST), thus the FAP figures can remain as is.

Fran P Knight

A/Project Director (Centenary Bridge Upgrade)
1 University Drive – Nathan Depot| Nathan Qld 4111
PO Box 70 | Spring Hill Qld 4004
P: [REDACTED]

W: www.tmr.qld.gov.au

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Please consider the environment before printing this email

From: [DG-Corro](#)
To: [Ministerial.Parliament](#)
Subject: FW: Urgent re-submission: DBN18690 - DG approval - Income Protection Insurance and Transport Best Practice Industry Conditions on Centenary Bridge Upgrade Project
Date: Thursday, 8 December 2022 10:28:47 AM
Attachments: [image002.png](#)

Good morning

Please find below DG endorsement.

Donna Barateta
Administration Officer
Office of the Director-General
Department of Transport and Main Roads

P: [REDACTED]
Floor 36 | 1 William Street | Brisbane Qld 4000
GPO Box 1549 | Brisbane Qld 4001
[REDACTED]
www.tmr.qld.gov.au



TMR: An experience like no other

From: Neil Scales <[REDACTED]>
Sent: Thursday, 8 December 2022 10:26 AM
To: Ishra Baksh <[REDACTED]>
Cc: DG-Corro <DG-Corro@tmr.qld.gov.au>
Subject: RE: Urgent re-submission: DBN18690 - DG approval - Income Protection Insurance and Transport Best Practice Industry Conditions on Centenary Bridge Upgrade Project

Agreed

Kind regards

Neil Scales
Director-General
Department of Transport and Main Roads

P: [REDACTED]
GPO Box 1549 | Brisbane Qld 4001
[REDACTED]
www.tmr.qld.gov.au

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From: Ishra Baksh <[REDACTED]>
Sent: Thursday, 8 December 2022 10:21 AM

To: Neil Scales <[REDACTED]>
Cc: DG-Corro <[REDACTED]>
Subject: FW: Urgent re-submission: DBN18690 - DG approval - Income Protection Insurance and Transport Best Practice Industry Conditions on Centenary Bridge Upgrade Project

Good morning DG

For your consideration.

Kind regards

Ishra Baksh

A/Chief Operations Officer

Office of the Director-General | Department of Transport and Main Roads

Floor 36 | 1 William Street | Brisbane Qld 4000

GPO Box 1549 | Brisbane Qld 4001



www.tmr.qld.gov.au



.....
The Department of Transport and Main Roads acknowledges the Traditional Owners and Custodians of this land and waterways.

We also acknowledge their ancestors and Elders both past and present.

The Department of Transport and Main Roads is committed to reconciliation among all Australians.
.....

Discover the story on the '[Travelling](#)' by Gilimbaa artwork included in our Acknowledgment statement above.

From: Ministerial.Parliament <Ministerial.Parliament@tmr.qld.gov.au>

Sent: Thursday, 8 December 2022 10:20 AM

To: Ishra Baksh <[REDACTED]>

Cc: DG-Corro <DG-Corro@tmr.qld.gov.au>

Subject: Urgent re-submission: DBN18690 - DG approval - Income Protection Insurance and Transport Best Practice Industry Conditions on Centenary Bridge Upgrade Project

Good morning Ishra

Please find attached for DG's re-consideration a decision brief regarding Income Protection Insurance and Transport Best Practice Industry Conditions on Centenary Bridge Upgrade Project.

Approval is required as soon as possible due the lodgement of the project greenfield agreement with Fair Work Commission today.

Once the content is considered, please email to Ministerial.Parliament@tmr.qld.gov.au.

Warm regards

Harry Rutherford

Assistant Advisor

Ministerial and Parliamentary Support | **Cabinet, Legislation and Executive Services**

Governance Branch | Corporate Division | Department of Transport and Main Roads

Floor 5 | 61 Mary Street | Brisbane Qld 4000

GPO Box 1549 | Brisbane Qld 4001

(07) 3066 9416

E: [REDACTED] W: CLES Connection Hub

Department of Transport and Main Roads
Decision Brief
DBN18690

To: Director-General

SUBJECT: Inclusion of Income Protection Insurance in Transport Best Practice Industry Conditions for the Centenary Bridge Upgrade Project	URGENT: Decision required ASAP due to lodgement of the Centenary project specific greenfield agreement with Fair Work Commission on 8 December 2022 DATE: 8 December 2022
Director-General's comments: 'Agreed' – [via email on 8 December 2022] Approved/Not Approved Director-General Date/...../ 2022	

Summary

- Income protection is currently not included in the Transport Best Practice Industry Conditions (BPIC) for projects with a value of \$100 million to \$300 million. It has been included as a clause in the Coomera Connector Appendix to the Transport BPIC, with provisions for projects with a value of \$300 million to \$700 million.
- The Department of Transport and Main Roads' (TMR) Collaborative Transport Infrastructure Project team, which is implementing the Transport BPIC, will be seeking Cabinet Budget Review Committee approval in early 2023 for the Transport BPIC to be expanded to include the Coomera Connector Appendix as a major projects annexure and therefore cover all projects with a value of \$100 million to \$700 million.
- The Centenary Bridge Upgrade Project value is \$255 million (noting this has now increased due to current market conditions) and included the Transport BPIC \$100 million to \$300 million as the applicable standard to consider for their best practice industrial relations as part of the tender process.

Action Officer: Melissa Johansson A/Manager (Communication and Change) Strategic Procurement Tel: [REDACTED] Date: 6 December 2022	Endorsed by: GM Deanne Hawkswood General Manager Strategic Procurement Tel: [REDACTED] Date: 6 December 2022	Endorsed by: DDG Julie Mitchell Deputy Director-General Infrastructure Management and Delivery Tel: [REDACTED] Date: 8 December 2022
--	--	--

- The highest ranked tender is a joint venture between Georgiou and BMD constructions (GBJV) which has committed to have a project specific greenfield agreement for its project workforce. GBJV advised that it will be signing an agreement with the Australian Workers Union (AWU) which has sought to include income protection for workers.

Recommendations

- That you approve the inclusion of income protection insurance at \$31.00 per week per employee for the Centenary Bridge Upgrade Project.
- That you note:
 - income protection insurance is not included in the Transport BPIC for projects \$100 million - \$300 million, however has been requested by the AWU to the GBJV for the project specific greenfield agreement for the Centenary Bridge Upgrade Project
 - your approval to include income protection insurance to the GBJV for the Centenary Bridge Upgrade Project supports a collaborative approach between all parties to reach positive outcomes through the BPIC process to finalise the greenfield agreement.

Financial Implications

- Income protection insurance is outlined in the Coomera Connector Appendix at a cost of \$40.30 per week.
- AWU's claim is \$31.00 per week for the Centenary Bridge Upgrade Project which has a forecast cost impact of \$694,840 over the life of the project, based on the original project value of \$244 million.

Background

- Income protection is an important issue for all unions in the sector as it provides a mechanism to ensure the insurance is appropriate for their members.
- Unions will generally nominate a preferred provider as part of the bargaining process providing confidence the insurance is appropriate.
- Income protection premiums do not come out of employee superannuation balances as it is a cost to the employer not the employee.
- The inclusion of income protection is quite common for enterprise bargaining agreements (EBAs) within construction and is included in the Building Construction BPIC, Coomera Connector BPIC and the draft Renewables BPIC.
- Income protection was not initially included in the Transport BPIC to contain costs and manage expectations. The request by the AWU signals that unions are now seeking income protection for all major projects and it has also been noted by Construction Forestry Maritime Mining Energy Union that it was omitted from the Transport BPIC.

Key Issues

- Items for consideration include:
 - income protection insurance is not included in the Transport BPIC for projects \$100 million to \$300 million
 - income protection in this industry is quite common in the majority of EBAs and is included in the Building Construction BPIC, Coomera Connector BPIC and draft Renewables BPIC
 - the industry is high risk and known for its high rate of compensable events

- there is a significant gap between the Building and Construction General On-site Award 2020 and current wages employees receive. Income protection is being used as a mechanism to address the system gap for those compensable events where actual income is higher compared to the award
- inclusion of income protection in the Centenary greenfield agreement may assist GBJV to attract quality skilled workers to the project through favourable employment and safety conditions
- providing income protection insurance aligns within the intent and outcomes of the Transport BPIC to support quality, local jobs, providing an additional layer of employment security
- inclusion of income protection insurance on the Centenary Bridge Upgrade Project may create a precedent moving forward for the provision of income protection to be tabled for inclusion for all major projects over \$100 million and not just those over \$300 million. This would have a cost impact across the *Queensland Transport and Roads Investment Program 2022-23 to 2025-26 (QTRIP)* (**Attachment 1**).

Financial Implications

- There are eight major projects in the QTRIP pipeline totalling \$1.54 billion for procurement and delivery between \$100 million to \$300 million, including the Centenary Bridge Upgrade Project.
- Should the inclusion of income protection insurance on the Centenary Bridge Upgrade Project create a precedence, the inclusion of income protection on all these projects has a forecast cost impact of \$4.4 million (**Attachment 1**).

Consideration of the *Human Rights Act 2019* (HR Act)

- The HR Act was considered when making the recommendations outlined in this brief, and there are no impacts to human rights.

Consultation with Stakeholders

- The Energy and Public Works Building Construction BPIC for projects with a value over \$100 million includes income protection at \$41.30 (from March 2022).
- Representatives of GBJV have advised the AWU proposed cost for Centenary Bridge Upgrade Project is nominated at \$31.00 per week per employee.

Employment

- This \$244 million project is estimated to support an average of 240 direct jobs over the life of the project.

Media

- The imminent Centenary Bridge Upgrade Project contract award and recent union activity directed at TMR's implementation of the Transport BPIC have both attracted media attention.
- It is anticipated unions may take further action should expectations around conditions for workers on the Centenary Bridge Upgrade Project not be met.

Election Commitments

- The Centenary Bridge Upgrade Project relates to two Queensland Government election commitments:
 - GEC808 (2017) for the business case
 - GEC1676 (2020) for construction.

- Implementation of the Transport BPIC relates to GEC1716: Develop a set of Best Practice Industry Conditions for civil construction within the Transport Infrastructure and Services procurement category.

Government Objectives

- Aligns with the government objective of the Building Queensland. Building infrastructure to keep Queensland moving supports our recovery, resilience and future prosperity.

Francisca P Satya

From: Leigh Hahn <[REDACTED]>
Sent: Thursday, 8 December 2022 3:52 PM
To: Metropolitan Projects
Cc: CBUP; Francisca P Satya
Subject: CN-13712 Centenary Bridge Upgrade - Update on industrial engagement

Good Afternoon

GBJV provide an update on our engagement with employee representative bodies for proposed greenfield agreement for the Centenary Bridge Upgrade.

Our dialogue is complete and final points are being documented this afternoon.

Final points of interest have been the related to income protection, which we believe is now satisfactorily resolved; and, clarification of discrete issues / discrepancies between BPIC and BPIC+ .

GBJV confirm that the Envelope #3 total amount \$21.92 million (excl. GST) as provided in our email of September 23, will not be exceeded by any of these recent discussions.

It is GBJV's intention to lodge the Agreement with Fair Work either December 9 or 12.

Regards,



Leigh Hahn
Project Director
BMD Constructions

[REDACTED] | www.bmd.com.au
1 Sandpiper Ave Port of Brisbane Qld 4178
PO Box 197 Wynnum Qld 4178



The BMD Group acknowledges the Traditional Owners of the lands in which we operate and pay respect to Elders past, present and emerging.

Learn more about our [Reconciliation Action Plan](#).

Please consider the environment before printing this e-mail.

From: Leigh Hahn
Sent: Wednesday, 30 November 2022 11:34 AM
To: 'Metropolitan Projects' <[REDACTED]>
Cc: 'CentenaryBridgeUpgrade' <[REDACTED]> 'Damitha A Peiris' <[REDACTED]> 'Francisca P Satya' <[REDACTED]> 'Deanne M Hawkswood' <[REDACTED]> 'John Ryan' <[REDACTED]>
Subject: CN-13712 Centenary Bridge Upgrade - Update on industrial engagement

Good Morning

GBJV respond to a telephone request for an update on our continued to engagement with employee representative bodies for proposed greenfield agreement for the Centenary Bridge Upgrade.

Our dialogue is nearly complete. Final points of interest regard clarification of classifications; the low probability that this project would increase to the point of the BPIC+ value; income protection; and, union delegation. We have a 'page-turn' of the draft agreement scheduled for this week, after which we believe that final points will be resolved and agreed.

It is GBJV's intention to lodge the Agreement with Fair Work during the week December 5 - 9.

Regards,



Leigh Hahn
Project Director
BMD Constructions

[REDACTED] | www.bmd.com.au
1 Sandpiper Ave Port of Brisbane Qld 4178
PO Box 197 Wynnum Qld 4178



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From: Leigh Hahn

Sent: Friday, 4 November 2022 12:00 PM

To: Metropolitan Projects <Metropolitan.Projects@tmr.qld.gov.au>

Cc: CentenaryBridgeUpgrade <CentenaryBridgeUpgrade@tmr.qld.gov.au>; Damitha A Peiris

<[REDACTED]> Francisca P Satya <[REDACTED]> Deanne M Hawkswood
<[REDACTED]> John Ryan <[REDACTED]>

Subject: CN-13712 Centenary Bridge Upgrade - Update on industrial engagement

Good Morning

GBJV advises that we have had further meetings with the CFMEU, most recently on October 28. We continue to engage with other employee representative bodies as well.

Senior representatives from both Georgiou and BMD Constructions have attended these sessions.

The dialogue thus far continued to canvass a range of matters such as union delegates; subcontractors; RDO's; labour hire; inclement weather; and, apprentices and training, as well as each parties view of the future of the industry.

We believe that we are structuring an agreement that aligns with the objectives for Centenary Bridge Upgrade Project - and note the Letter of Comfort arrived from TMR on October 28, which has assisted us in maintaining credible progression of industrial matters for the Project. Our intention remains to conclude these discussions with such timing as to afford TMR the opportunity to Award the Contract.

Regards,



Leigh Hahn
Project Director
BMD Constructions

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PO Box 197 Wynnum Qld 4178



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From: Leigh Hahn

Sent: Tuesday, 11 October 2022 11:34 AM

To: Metropolitan Projects <Metropolitan.Projects@tmr.qld.gov.au>

Cc: CentenaryBridgeUpgrade <CentenaryBridgeUpgrade@tmr.qld.gov.au>; Deanne M Hawkswood

<[REDACTED]> John Ryan <[REDACTED]>

Subject: CN-13712 Centenary Bridge Upgrade - Update on industrial engagement

Good Morning

GBJV advises that we had a constructive meeting with two assistant secretaries of the CFMEU yesterday, October 10.

Senior representatives from both Georgiou and BMD Constructions attended the CFMEU's office for about an hour.

The meeting was called by GBJV as we viewed it as an important step to in developing open communication and fostering understanding with relevant employee representative entities.

This meeting was not to commence bargaining. Rather, a genuine engagement to understand the people involved and what possibilities exist to achieve an negotiated agreement within the industries' expectations. Also, to align with the objectives for Centenary Bridge Upgrade Project including the key aspects of Best Practice Principles (BPP).

An open dialogue canvassed a range of general matters such as union delegates; subcontractors; RDO's; labour hire; inclement weather; and, apprentices and training, as well as each parties view of the future of the industry.

GBJV advise that it's too early to foresee where the negotiations will go, the fact that there is open and constructive dialogue is a step forward.

Whilst we believe that we have created a foundation that allows our team, over the next few weeks, to structure an agreement that aligns with the objectives for Centenary Bridge Upgrade Project - we note that the Letter of Support, which was first offered by TMR on September 28, would assist us in maintaining credible progression of industrial matters for the Project.

Regards,

Leigh Hahn
Project Director
BMD Constructions

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PO Box 197 Wynnum Qld 4178



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Please consider the environment before printing this e-mail.

From: Leigh Hahn

Sent: Friday, 30 September 2022 12:24 PM

To: Metropolitan Projects <Metropolitan.Projects@tmr.qld.gov.au>

Cc: CentenaryBridgeUpgrade <CentenaryBridgeUpgrade@tmr.qld.gov.au>; Deanne M Hawkswood

<[REDACTED]> John Ryan <[REDACTED]>

Subject: CN-13712 Centenary Bridge Upgrade - Update of industrial engagement

Good Afternoon.

GBJV writes to provide an update on our engagement with some of the unions relevant to the Project.

Whilst it was open to GBJV to await the Letter referred to in our meeting of September 19, we felt it was worthwhile to proactively reach out to the unions. We advise that we have done so, specifically to the AWU, CFMEU and ETU.

- The intention is to have a preliminary meeting with the CFMEU on Wednesday 5 October at 10am, at present, we are awaiting on confirmation from the CFMEU that this time work.
- We have also indicated to the AWU that we would be seeking a meeting over the coming week or so.
- Lastly, we have reached out to the ETU to explain our tender commitments regarding electrical works.

We trust that the above is of assistance to TMR and undertake to provide further information as it becomes available.



Leigh Hahn
Project Director
BMD Constructions

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PO Box 197 Wynnum Qld 4178



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CN-13712 Centenary Bridge Upgrade**Interactive Process - Review of Key Result Areas / Provisional Sums**

Date:	30-May-2022	Location:	Room 6.09, 313 Adelaide Street, Brisbane
Start Time:	1:30pm	End Time:	4:15pm
Attendees:	TMR: Adam Williams, Deanne Hawkswood, Jack Ryan, Probity Advisor: Darren Laarhoven KPMG: Scott Gartrell (via Teams) Georgiou BMD Joint Venture (GBJV): Berry Freshney, Gerard Keynes, Leigh Hahn, Ryan Murphy, Terry Waterson		
Apologies:	Nil		

Item	Details	Action
1	<u>Update on procurement process</u>	
	- GBJV have been confirmed as the highest ranked tenderer by the TMR Assessment Panel. - Assessment was based on scoring for Envelope 1 - Non-price criteria, and Envelope 2 Price only. - GBJV advised by TMR that Contract Award will not be confirmed until the successful satisfaction of the Interactive Process; and, that probity provisions still apply. - TMR received two Unusually Low Bids (ULB) as well as alternative(s) in the other offers. - Funding available is currently \$244M, \$20m of which has already been expended. This \$244m includes the contract cost, the Principal's cost and contingency. - Tender validity may (likely) need extending further due to funding related delays. - Principal may make a contribution due to extended period between Tender and Award. - Current Contract model is TIC-CO, and if any change was required it must be undertaken prior to Award. - TMR cannot award any Contract unless there is an approved Budget; if needed, further approvals may be required for additional funding.	TMR to confirm if an updated version to the Contract issued at the Time of Tender, is to be provided to GBJV
2	<u>Impacts PTC-RFI-025.1 - Cost impact as a result tender validity extension October 2021 to July 2022</u>	
	TMR advised GBJV's March 2022 response, in respect of Envelope 2 impacts, will not be the subject of discussion at this meeting.	
3	<u>Impacts PTC-RFI-025.2 - Impact to Envelope 3 of tender validity extension October 2021 to July 2022</u>	
	- GBJV's Envelope 3 as submitted with the Tender in October 2021 has been opened and reviewed by the Assessment Panel. - The revised Envelope 3 as submitted in response to PTC-RFI-025.2 in March 2022 has been viewed by senior TMR but not released to the Assessment Panel. - TMR advised no discussion will be held at this meeting on the revised Envelope 3 response, and that this interactive session would be based on the Envelope 3 response, as was submitted with the Tender in October 2021.	
4.	<u>Envelope 3 - KRA's</u>	
	All parties agreed that Best Practices Principles (BPP) and Best Practices Industry Conditions (BPIC) is a journey of engagement and consideration GBJV confirmed that the KRA outcomes pitched as business as usual outcomes in Envelope 3 are consistent with those listed in Envelope 1 (Non-Price tender submission) General discussion focusing on the suitability and application of GBJV's suggested approach to structuring the Envelope 3 response and the intent of the outcome driven KRA's to fulfill Qld Government policy.	

Item	Details	Action
	• KRA#1 Item (a)(i) Work Profile - reducing labour hire workforce from 25% towards a stretch target of 5%. Noted that 5% was ambitious and 10% a more likely outcome. Note: Correction in arithmetic in this item is required. • KRA#1 Item (a)(ii) Diversity and Inclusion - increasing a business as usual outcome of 9% (women, ATSI and disadvantaged) towards a stretch target of 23%. TMR confirmed this outcome is key to BPIC and that they were committed to having this included. • KRA#1 Item (b)(i) Industrial Agreement - TMR confirmed they were outcome driven rather than mechanism driven. Discussion held on potential to uplift current EBA's vs establishing a new project specific agreement to align with BPIC pay rates and conditions. GBJV to further advise at next meeting. Note: BMD has updated its EBA since the Tender submission in October 2021. • KRA#1 Item (b)(i) Rostered Days Off (RDO) - the BPIC document nominates the workforce not working for 13 fixed and 13 floating RDO's. BMD and Georgiou Agreements currently do not have non-working RDO's paying them out instead. Discussion held regarding significant programme impact of 26 non-working RDO's per annum on the Project. Discussion also around benefits to work / life balance and mental health. Agreed some middle ground might be best and proposed to discuss at the next meeting. • KRA#1 Item (b)(i) Family Violence Leave - the BPIC document nominates 10 days per annum of paid leave for family violence related reasons. BMD and Georgiou Agreements currently have do not have this provision. TMR proposed this was an important focus area and the proposal should be kept. • KRA#1 Item (c)(i) Subcontractors adopting BPIC pay rates - discussion on likely take-up by subcontractors and that the process of educating subcontractors and guiding / assisting them through the process was equally important as the outcome. Agreed this was difficult to assess and that the take-up will change over time and by sector. Key to the process is the adoption of a Non-Price assessment criteria in subcontractor selection - similar to TMR non-price criteria. Agreed further discussion needed. • KRA Item#1 (d) Monitoring and reporting on BPIC compliance / outcomes - agreed there would be requirements to track and report on BPIC related processes and outcomes. • KRA#1 Item (e)(i) Apprentice and Trainee Targets - increasing from the current 15% target towards a stretch target of 20%. Discussion held that this was important for the industry in light of current and looming skills shortage, however higher trainee levels does impact productivity and costs in the shorter term. Agreed the proposal as drafted was suitable. • KRA#1 Items (f) and (g) Dedicated training resource - addressing the BPIC requirement to have an on-site dedicated resource for training and skills assessment. No issue expressed with this proposal. • Subcontract Procurement - Clause 9 of the TIC-CO draft contract has prescriptive requirements regarding the tendering, assessment and procurement of subcontractors on the Project. Discussion that the cost of complying with this could be reduced through the application of restrictions to select packages - filtered by value (eg.>\$1M) or by importance / criticality / risk.	GBJV to advise strategy ie, Uplift or new Project Agreement. GBJV to suggest an RDO strategy that balances outcomes of Work / Life and Project Duration eg, xx fixed, yy flexible GBJV to suggest a template on procurement selection process which is consistent with the Envelope 1 submission.
5.	<u>Other Business</u>	
	• Agreed the meeting had been free flowing, interactive and informative for all. • Agreed to meet again at a similar time on Monday 13 June to progress discussions further. • TMR to provide agenda ahead of that meeting.	
6	<u>Attachment</u>	
	• Copy of PowerPoint slides which formed the basis of GBJV discussion points in this Meeting	

Minutes

CN-13712 Centenary Bridge Upgrade – Interactive Process Second Meeting

Date 13 June 2022 **Time** 13:30 – 15:30

Place Room 6.09, 313 Adelaide Street, Brisbane Qld 4000

Attendees

TMR Jack Ryan, Deanne Hawkswood, Adam Williams, Faiz Rahmansyah
Georgiou BMD JV (GBJV) Berry Freshney, Leigh Hahn, Ryan Murphy, Terry Waterson
KPMG Scott Gartrell (via Teams)
UHY Haines Norton Darren Laarhoven

Items arising from last minutes

Minutes from previous meeting is attached. Outstanding action – TMR to confirm if an updated version of the TIC-CO contract will be provided prior to issue of letter of acceptance

Agenda item 1 Envelope 3 – KRA's

GBJV presented an Envelope 3 submission that reflects the amendments made as a result of the first interactive process session. Each KRA items were discussed, and they were either agreed by both TMR and GBJV or further refinement is required. Copy of the presentation is attached with the minutes.

1. KRA 1 Item (a) (i) Work Profile
 - Comments: Reduction in portion of Labour Hire hours stretch target to 10%. Calculation of provisional sum included.
 - Outcome: **Agreed in principle** by both TMR and GBJV
2. KRA 1 Item (a) (ii) Diversity and Inclusion
 - Comments: calculation of provisional sum included
 - Outcome: **Agreed in principle** by both TMR and GBJV
3. KRA 1 Item (b) (i) Industrial Agreement
 - Comments: GBJV plans to develop new project-specific agreement for direct labour and staff to lift base pay rates and allowances to match Transport BPIC. Increase of rates from \$6/hr to \$9/hr. Costs will discussed once methodology is clarified, however

TMR agrees in principle with the changes. Increased in provisional sum to \$4,050,000. Calculations of provisional sum included.

- Outcome: **Agreed in principle** by both TMR and GBJV

4. KRA 1 Item (b) (i) Rostered Days Off

- Comments: GBJV's project-specific agreement proposal is for 13 RDO per year. RDO days are not final as they are subject to negotiation with the union as part of the project-specific agreement. Cost of \$65,000/day is based on cost of delay, and the rate will not change whether it is 13 or 26 RDO. GBJV notes that TMR's intention of this condition is for workers to have taken the day off for work/life balance instead of a RDO payout.
- Outcome: **Agreed in principle** by both TMR and GBJV on **26 days RDO**

5. KRA 1 Item (b) (i) Family Violence Leave

- Comments: calculation of provisional sum included. TMR would like to see proactive approach on tackling this issue such as training & consultation. GBJV to tailor in education program.
- Outcome: **Agreed in principle** by both TMR and GBJV

6. KRA 1 Item (c) (i) to (vi) Subcontractors adopting BPIC pay rates

- Comments: GBJV's stretch target now allows for 50% of subcontractor labour and plant hire to reflect BPIC rates of pay. This is limited to work packages worth over \$1,000,000. GBJV noted that the 3-envelope system poses a risk for them as the cost may balloon through envelope 3.
- Outcome: **GBJV to further refine** this item, in particular the \$1 million threshold for subcontractors and the \$8/hr rate increase in labour cost.

7. KRA 1 Item (d) (i) (ii) Monitoring and Reporting on BPIC compliance and outcomes

- Comments: calculation of provisional sum included
- Outcome: **Agreed in principle** by both TMR and GBJV

8. KRA 1 Item (e) (i) Apprentice and Trainee Targets

- Comments: calculation of provisional sum included. GBJV clarified the non-price stretch target is 1 apprentice/trainee to 7 tradespersons.
- Outcome: **Agreed in principle** by both TMR and GBJV

9. KRA 1 Item (f) and (g) Dedicate Training Resource

- Comments: calculation of provisional sum included
- Outcome: **Agreed in principle** by both TMR and GBJV

10. Subcontractor Procurement

- Comments: This stretch target is restricted to select packages filtered by value over \$1 million. Change of rate to \$25,000 per month. GBJV are considering changing the filter as some work packages may meet the value threshold but have short duration on site to implement the intended effects of Transport BPIC.
- Outcome: **GBJV to further refine** this item

Task owner	Action item	Meeting date	Date due	Status
TMR	Deanne Hawkswood to confirm if an updated version of the TIC-CO contract will be provided at the appropriate time prior to issue of Letter of Acceptance	13/06/2022	17/06/2022	In progress
GBJV	Tailor in program and other proactive approach to tackle family violence in relation to KRA 1 Item (b) (i) family violence leave. Include costs and action.	13/06/2022	27/06/2022	
GBJV	Further refine KRA 1 Item (c) (i) to (vi) regarding subcontractors adopting BPIC pay rates and the filter to restrict which subcontract will have Clause 9 requirements	13/06/2022	27/06/2022	

Total cost of the provisional sums for the above items amount to \$19,230,000.

Other issues raised

TMR confirmed that the agreement in principle needs to be confirmed in writing when GBJV reply with the revised table describing the workshopped issues.

TMR has advised the potential award date is October 2022.

Date of next meeting

No further meeting is required for the Interactive Process. GBJV is to provide a submission for the items discussed above that requires further refinement. The submission is to be sent to metropolitan.procurement@tmr.qld.gov.au. The close out meeting is To Be Determined at a later date.

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Minutes

CN-13712 Centenary Bridge Upgrade Project

Interactive Process Third Meeting

Date 19 September 2022 **Time** 14:00 – 15:00

Place Microsoft Teams

Attendees

TMR	John Ryan, Deanne Hawkswood, Faiz Rahmansyah
Georgiou BMD JV (GBJV)	Berry Freshney, Leigh Hahn, Ryan Murphy, Terry Waterson, Gerard Keynes, Sean Donald, Tim Hunter
UHY Haines Norton	Darren Laarhoven

Apologies

TMR	Adam Williams
KPMG	Scott Gartrell

Agenda item 1 Envelope 3 – KRA's

1. KRA 1 Item (b) (i) Industrial Agreement
 - TMR Comments:
 - i. TMR seeking a clear position on the JVs response to this Item and an updated Envelope 3 spreadsheet confirming commitments against the KRA items and the anticipated change of price for this Item.
 - ii. Upon receipt and acceptance by TMR, it will provide a Condition Precedent that will enable GBJV to proceed with negotiating with relevant unions.
 - iii. TMR went through the conditions relating to the BPIC that will form the Condition Precedent, noting these conditions align to the Government policy.
 - GBJV comments:
 - i. A Project Specific Agreement is the preferred approach for this project and a draft document has been prepared.
 - ii. GBJV will meet with any union with interest (AWU, ETU, CFMEU etc.)
 - iii. GBJV raised concerns on engagement with the CFMEU (noting recent tensions). TMR will support the JV where it can do so.
 - iv. GBJV commented their concern with the 3-month timeframe as mentioned when discussing the Conditions, as unions halt negotiations between 1 December 2022 and 1 February 2023.

- v. The GBJV discussed their approach and will look to start negotiations with relevant unions by 1 October 2022 and will seek to conclude by 1 November 2022.

- Outcome: **Agreed** by both TMR and GBJV on the approach below.

Task owner	Action item	Meeting date	Date due	Status
GBJV	Submit updated Envelope 3 spreadsheet. Submission to be sent to metropolitan.projects@tmr.qld.gov.au	19/09/2022	21/09/2022	Closed
TMR	Review updated Envelope 3 and provide the Condition Precedent	19/09/2022	30/09/2022	In process
GBJV	Engage with relevant unions	19/09/2022	01/10/2022	Not started

2. KRA 1 Item (b) (i) Rostered Days Off

- Comments: GBJV's project-specific agreement proposal is for 13 RDO per year, with an equal mix of fixed and floating RDO. Whilst BPIC guideline states a minimum of 26 RDO, RDO days are not final as they are subject to negotiation with the union as part of the project-specific agreement.

Other issues raised

- John Ryan has requested GBJV to set up a meeting to discuss cost escalations.
- Deanne Hawkswood reiterated that she and John Ryan are the appropriate contacts regarding the BPIC.
- Ryan Murphy suggested a meeting to be set up with Dennis Walsh (DDG IMD) once negotiation is in progress to provide ongoing update. TMR will advise if this is to occur, noting that there is an active tender process in place.

Task owner	Action item	Meeting date	Date due	Status
GBJV	Nominate tenderer representatives for meeting regarding cost escalations. Submission to be sent to metropolitan.projects@tmr.qld.gov.au	19/09/2022	30/09/2022	In progress, Suggested meeting is 4 Oct 2022.

Date of next meeting

No further meeting in relation to Envelope 3 has been planned at this stage. GBJV to advise on suitable date to meet to discuss matters regarding tender validity.

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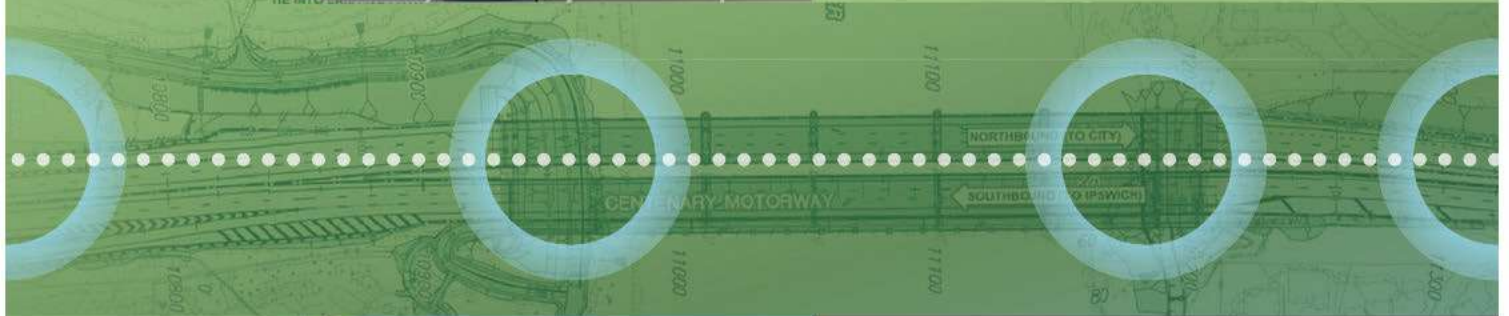
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JR-5



ENVELOPE THREE



TENDER

Centenary Bridge Upgrade Project

DEPARTMENT OF TRANSPORT
AND MAIN ROADS

CN13712 — 2021



253

Georgiou

BMD

CN -13712 Centenary Bridge Upgrade Project

Item	Description	Business as usual	Stretch target BPIC outcome	Stretch Target Provisional Sums (Indicative)	Rationale	Method of measurement
KRA#1 Item (a) (i)	Work profile - labour force split between self-performed, subcontracted and labour hire	Self-performed: 40% Subcontracted: 35% Labour Hire: 25%	Self-performed: 60% Subcontracted: 35% Labour Hire: 5%	\$1,800,000	150,000 hours moved from labour hire to direct employment at a difference of \$8/hr plus a \$4/hr allowance for unproductive time during work discontinuities for permanent employees.	Nil payable if labour hire exceeds 25% of direct labour hours. For each percent achieved less than 25%, an amount is payable at the rate of \$120,000 for each percentage point below 25%.
KRA#1 Item (a) (ii)	Diversity and inclusion	Site-based roles: Women: 7.5% ATSI: 1.5% Disadvantaged: 0% Total base target 9.0%	Site-based roles: Women: 17.5% ATSI: 3.5% Disadvantaged: 2% Total stretch target 23.0%	\$700,000	Estimated cost for active recruitment of increased diversity in direct labour force plus prioritisation of subcontractors with higher rates of diversity.	Payable at the rate of \$50,000 for each percentage point achieved over the combined base target of 9%.
KRA#1 Item (b) (i)	The industrial agreement applicable to our self-performing workforce and how the wage rates and conditions compare to BPIC .	Apply the base pay rates in the existing Enterprise Bargaining Agreements. BMD: Qld & NT Enterprise Agreement 2018 Georgiou: Georgiou Group Operations Agreement 2019	Effect a project specific uplift (\$6.00/hr) applicable to all direct labour on the project to lift base pay rates to be equivalent to BPIC rates plus an amount equivalent to other BPIC allowances not in the current agreements.	\$3,000,000	500,000 hours at a pro-rated hourly rate of \$6/hr to allow for overtime and on-cost provisions.	Payable should the uplift in base pay rates be applied to the existing EBA agreements for direct labour. Calculated using direct labour force hours multiplied by \$6/hr.

Item	Description	Business as usual	Stretch target BPIC outcome	Stretch Target Provisional Sums (Indicative)	Rationale	Method of measurement
KRA#1 Item (b) (i)	The industrial agreement applicable to our self-performing workforce and how the wage rates and conditions compare to BPIC .	Apply the existing conditions in the existing Enterprise Bargaining Agreements. BMD: Qld & NT Enterprise Agreement 2018 Georgiou: Georgiou Group Operations Agreement 2019	Allowance for the inclusion of 26 Rostered Days Off per 12 months of continuous service	\$6,760,000	26 RDO's over a 48 month period at an estimated project cost of \$65,000 per RDO	Payable should the adoption of RDO's be agreed and implemented. Calculated using the number of RDO's by a rate of \$65,000/day. A lower cost option would be to reduce this to 13 days per annum.
KRA#1 Item (b) (i)	The industrial agreement applicable to our self-performing workforce and how specific conditions compare to BPIC (family violence leave).	Apply the existing conditions within each companies policies, which is access to unpaid leave.	Allowance for 10 days per year paid family violence leave	\$300,000	Statistics are 1 in 6 women and 1 in 16 men have experienced family violence, which may result in approx. 30 individuals on the project that may require support for an average of 5 days	Payable on the establishment of a provisional sum paid on approved days utilised
KRA#1 Item (c) (i) through vi	Approach to using best endeavours to engage subcontractors who intend to adopt BPIC principles.	No subcontractors currently reflect BPIC rates of pay.	50% of subcontractor labour hours on the project reflect BPIC rates of pay.	\$1,080,000	135,000hrs @ \$8/hr increase in labour cost	Payable where subcontractors agree to pay BPIC rates or above. Amount calculated using relevant subcontract labour force hours multiplied by \$8/hr.

Item	Description	Business as usual	Stretch target BPIC outcome	Stretch Target Provisional Sums (Indicative)	Rationale	Method of measurement
KRA#1 Item (d) (i) (ii)	Ensuring monitoring, compliance and reporting on BPIC compliance for direct workforce and subcontractors.	Not required.	One additional mid-level commercial staff member required for duration.	\$840,000	Salary plus on-cost for mid-level resource for 48 months.	Payable monthly from award at the rate of \$17,500/month up to the lump sum value
KRA#1 Item (e) (i)	The proposed apprentices and trainee targets for the project	Core requirement that a minimum of 15% of total hours is undertaken by apprentices and/or trainees and through other workforce training	Ensure workforce with optimal level of skills and experience is attracted and retained for the life of the project, including a target of 1 apprentice/Trainee to 7 Tradesperson ratio	\$500,000	Increased utilisation of RTO on-site to support training initiatives and Increased percentage paid attendance to training	An amount payable at a rate of \$100,000 per percentage point achieved above minimum core requirement
KRA#1 Items (f) and (g)	Training coordination/ workforce training	Use corporate (head office based) resources to manage training.	Mandated employment of a training coordinator on the project.	\$840,000	Salary plus on-cost for mid-level resource for 48 months.	Payable monthly from award at the rate of \$17,500/month up to the lump sum value
Subcontract Procurement	Clause 9 requirements in relation to the tendering, documentation, approvals, reporting and evaluation of subcontract work packages.	Following internal corporate policies and procedures.	Implementation of Clause 9 procurement requirements	\$1,680,000	Salary plus on-cost for one mid-level resource and two assistant level resources for 48 months.	Payable monthly from award at the rate of \$35,000/month up to the lump sum value
				\$17,500,000		



CN-13712 Centenary Bridge Upgrade Project

Item	Description	Business as usual	Stretch target BPIC outcome	Provisional Sums (Indicative)	Rationale	Method of measurement	Status
One KRA#1 Item (a) (i)	Work profile - labour force split between self-performed, subcontracted and labour hire	Self-performed: 40% Subcontracted: 35% Labour Hire: 25%	Self-performed: 55% Subcontracted: 35% Labour Hire: 10%	\$120,000 per 1% increment x (25% -10%) = \$1,800,000	150,000 hours moved from labour hire to direct employment with an allowance for unproductive time during work discontinuities for permanent employees.	Nil payable if Labour Hire component exceeds 25% of direct labour hours. For each percentage point achieved less than 25%, an amount is payable at the rate of \$120,000 for each percentage point below 25%.	Agreed in principle by both TMR and GBJV
Two KRA#1 Item (a) (ii)	Diversity and inclusion	Site-based roles: Women: 7.5% ATSI: 1.5% Disadvantaged: 0.0% Total base target: 9.0%	Site-based roles: Women: 17.5% ATSI: 3.5% Disadvantaged: 2.0% Total stretch target: 23.0%	\$50,000 per 1% increment x (23% -9%) = \$700,000	Estimated cost for active recruitment of increased diversity in direct labour force plus prioritisation of subcontractors with higher rates of diversity.	Payable at the rate of \$50,000 for each percentage point achieved over the combined base target of 9%.	Agreed in principle by both TMR and GBJV
Three KRA#1 Item (b) (i)	The industrial agreement applicable to Staff and our self-performing workforce and how the wage rates and conditions compare to BPIC.	Develop an uplift via schedule adjustment to existing agreements based upon: • Georgiou Group Operations Agreement 2019 • BMD (Qld & NT) Agreement 2022	Effect an uplift via schedule adjustment to existing agreements applicable to all direct labour - lift base pay rates and allowances to be equivalent to BPIC - not in the current Agreements. And, applicable to all Staff.	450,000 hrs x \$9/hr = \$4,050,000	Anticipated 450,000 hours at a pro-rated hourly rate of \$9/hr.	Payable upon application of the new project-specific Agreement for direct labour and Staff, multiplied by \$9/hr. Hours obtained from Envelope #1 submission.	Conditionally agreed in principle by both TMR and GBJV. 1. GBJV plans to introduce an uplift via schedule adjustment to existing agreements (new project-specific agreements having recently being overturned) or for direct labour to lift base pay rates and allowances to match - rate applicable to staff too. 2. Discussion noted that IR laws and landscape may alter. 3. Discussion noted that \$9/hr is an assumed amount 4. Costs will be discussed once methodology is clarified, however TMR agreed in principle with the change from \$6/hr.
Four KRA#1 Item (b) (i)	The industrial agreement applicable to our self-performing workforce and how the wage rates and conditions compare to BPIC.	Develop an uplift via schedule adjustment to existing agreements based upon: • Georgiou Group Operations Agreement 2019 • BMD (Qld & NT) Agreement 2022	Allowance for the inclusion of 26 Rostered Days Off (RDO) per annum.	26 RDO/year x 4 years x \$75,000/day = \$7,800,000	26 RDO's over a 48 month period at an estimated project cost of \$75,000 per RDO	Payable as applicable RDO's will feature in proposed project-specific Agreement. Calculated using the number of RDO's by a rate of \$75,000/day.	Agreed in principle by both TMR and GBJV on 26 RDO's per annum subject to the following. 1. Allocation of RDO's are subject to project-specific and industry-wide scheduling. 2. GBJV and TMR share the intention of this condition is for workers to have taken the day off for work/life balance instead of an end of project RDO payout. GBJV revised the previous amount (\$65,000 per day) noting that increased provisions need to be made for employees who less likely to avail themselves of other leave provisions due to number of RDO rising from 13 to 26.
Five KRA#1 Item (b) (i)	The industrial agreement applicable to our self-performing workforce and how specific conditions compare to BPIC (family violence leave).	Apply the existing conditions within each companies policies, which is access to unpaid leave.	Allowance for 10 days per year paid family violence leave.	\$600,000	Statistics are 1:6 women & 1:16 men have experienced family violence, which may result in ~30 individuals requiring support for an average of 5 days	Payable on the establishment of a provisional sum paid on approved days utilised. And, the adoption of proactive approach including training & consultation; as well as the provision of on-site workforce education.	Agreed in principle by both TMR and GBJV.

Centenary Bridge Upgrade Project
Georgiou

Six KRA#1 Item (c) (i) to (vi)	Approach to using best endeavours to engage appropriately determined subcontractors including external plant hire, who intend to adopt BPIC principles.	No subcontractors currently reflect BPIC rates of pay.	External plant hire and/or Subcontractor labour hours on the project reflect BPIC rates of pay.	280,000hrs x \$12.50/hr = \$3,500,000	280,000hrs @ \$12.50/hr increase in labour cost	Payable where subcontractors, including external plant hire, agree to pay BPIC rates and conditions. Further discussions regarding an applicable threshold (noting this concept may be influenced by changing Federal Policy) and the suggestion that combination of Time on Site, Contract Value and Parity of Service needs to be considered Assessable using proposed Envelope #1 criteria termed <i>Procurement Practice</i>.	Action from Meeting on June 13 was for GBJV to further refine this item, in particular the threshold for subcontractors; the \$8/hr rate increase in labour cost; and, the method (Three Envelope Submission) as to how this information is obtained. As to the extent of subcontractors captured and other issues including: - wider effects on the subcontractor's business and/or project conditions impose upon the subcontractors pricing - value of subcontract - period of on-site engagement - criticality - perceived project risk rating including HSEQ (See Item Ten below) The following packages are anticipated to be captured in the Clause 9.2 process and have BPIC requirements applied to them: >\$5 million: Piling - Between \$2 - 5 million: Demolition; Traffic - Between \$1 - 2 million: Electrical; Girder Assembly; Heavy Craneage; Marine; Sewer; Survey Services - Others > \$½ million but with the potential to exceed \$1 million: Ground Surface Treatments; Jacking; Landscaping; Placement of Asphalt/ Foam Bitumen / Seal; Stressing; Waste Removal Assessment is that \$8/hr is unlikely to be adequate however, \$12.50/hr more likely as an adequate estimate of the effects of BPIC on the prospective subcontractor's businesses. GBJV propose to implement and therefore account for an "At Cost" mechanism for the record of BPIC on subcontractor's price via their Envelope #3 submission.
Seven KRA#1 Item (d) (i) (ii)	Ensuring monitoring, compliance and reporting on BPIC compliance for direct workforce and subcontractors.	Not required.	One additional mid-level commercial staff member required for duration.	\$17,500/mth x 48mths = \$840,000	Salary plus on-cost for mid-level resource for 48 months.	Payable monthly from award at the rate of \$17,500 / month up to the lump sum value	Agreed in principle by both TMR and GBJV
Eight KRA#1 Item (e) (i)	The proposed apprentices and trainee targets for the project	Core requirement that a minimum of 15% of total hours is undertaken by apprentices and/or trainees and through other workforce training	Ensure workforce with optimal level of skills and experience is attracted and retained for the life of the project. Non-Price Target: 1 apprentice/trainee to 7 Tradesperson ratio	\$100,000 per 1% increment x (20% - 15%) = \$500,000	Increased utilisation of RTO on-site to support training initiatives and Increased percentage paid attendance to training	An amount payable at a rate of \$100,000 per percentage point achieved above minimum core requirement	Agreed in principle by both TMR and GBJV
Nine KRA#1 Items (f) and (g)	Training coordination/ workforce training	Use corporate (HO based) resources to manage training.	Mandated employment of a training coordinator on the project.	\$17,500/mth x 48mths = \$840,000	Salary + on-cost for mid-level resource for 48 mths.	Payable monthly from award at the rate of \$17,500 / month up to the lump sum value	Agreed in principle by both TMR and GBJV
Ten Subcontract Procurement	Clause 9 requirements in relation to the tendering, documentation, approvals, reporting and evaluation of subcontract work packages.	Following internal corporate policies and procedures.	Implementation of Clause 9 procurement requirements	\$32,500 / mth x 24mths + \$25,000 / mth x 12mths + \$17,500/mth x 12mths = \$1,290,000	Salary plus on-cost for: • one mid-level resource and two assistant level resources for 2 years • one mid-level resource and one assistant level resources for 12 months • one mid-level resource for 12 months	Restricted to select packages - filtered by value (>\$1M) or by importance / criticality / risk. Payable monthly from Award at the rates proposed according to the agreed progression of the project works	GBJV to further refine this item to restrict to select packages by value of subcontract (see also Item Six above) as prefaced in proposed <i>Procurement Practice</i> in Envelope #1 Application of the <i>Procurement Practice</i> will be to packages which are envisaged to be: (a) >\$1 million in value; and/or, (b) involvement at site > 3 continuous months; or, (c) by discretion of GBJV's Project Manager for packages with perceived HSEQ, IR, Commercial, public perception &/or Program risks.
TOTAL				\$21,920,000	Approximately 14.7% of Tender Sum (26-Oct-21)		

Centenary Bridge Upgrade Project

Georgiou BMD

CN-13712 Centenary Bridge Upgrade Project

Envelope #3 - Table 1: Items previously agreed-in-principle between TMR and GBJV which are envisaged to not relate to the process or outcome of the proposed greenfield industrial Agreement.

Item	Description	Business as usual	Stretch target BPIC outcome	Provisional Sums (Indicative)	Rationale	Method of measurement
One KRA#1 Item (a) (i)	Work profile - labour force split between self-performed, subcontracted and labour hire	Self-performed: 40% Subcontracted: 35% Labour Hire: 25%	Self-performed: 55% Subcontracted: 35% Labour Hire: 10%	\$120,000 per 1% increment x (25% - 10%) = \$1,800,000	150,000 hours moved from labour hire to direct employment with an allowance for unproductive time during work discontinuities for permanent employees.	Nil payable if Labour Hire component exceeds 25% of direct labour hours. For each percentage point achieved less than 25%, an amount is payable at the rate of \$120,000 for each percentage point below 25%.
Two KRA#1 Item (a) (ii)	Diversity and inclusion	Site-based roles: Women: 7.5% ATSI: 1.5% Disadvantaged: 0.0% Total base target: 9.0%	Site-based roles: Women: 17.5% ATSI: 3.5% Disadvantaged: 2.0% Total stretch target: 23.0%	\$50,000 per 1% increment x (23% - 9%) = \$700,000	Estimated cost for active recruitment of increased diversity in direct labour force plus prioritisation of subcontractors with higher rates of diversity.	Payable at the rate of \$50,000 for each percentage point achieved over the combined base target of 9%.
Three B KRA#1 Item (b) (i)	The industrial agreement applicable to Staff and how the wage BPIC rates and conditions effect retention	Utilise existing employment agreements for staff	Effect an uplift applicable to all Staff	Staff: 150,000 hrs x \$9/hr = \$1,350,000	Anticipated 150,000 hours at a pro-rated hourly rate of \$9/hr ^A	Payable upon application of the new project-specific agreement for Staff, multiplied by \$9/hr. Hours obtained from Envelope #1 submission.
Six A KRA#1 Item (c) (i) to (vi)	Approach to using best endeavours to engage appropriately determined subcontractors including external plant hire, who intend to adopt BPIC principles.	No subcontractors currently reflect BPIC rates of pay.	External plant hire and/or Subcontractor labour hours on the project reflect BPIC rates of pay.	264,000hrs x \$12.50/hr = \$3,300,000	280,000hrs @ \$12.50/hr increase in labour cost	Payable where subcontractors, including external plant hire, agree to pay BPIC rates and conditions. Assessable using proposed Envelope #1 criteria termed <i>Procurement Practice</i> - see further at Item 10 The following packages are anticipated to be captured in the Clause 9.2 process and have BPIC requirements applied to them: >\$5 million: Piling - Between \$2 - 5 million: Demolition; Traffic - Between \$1 - 2 million: Steel Girder Assembly; Heavy Craneage; Marine; Sewer; Survey Services - Others > \$½ million but with the potential to exceed \$1 million: Ground Surface Treatments; Jacking; Landscaping; Placement of Asphalt/ Foam Bitumen / Seal; Stressing; Waste Removal
Six B KRA#1 Item (c) (i) to (vi)	Approach to using best endeavours to specifically engage electrical subcontractors, who currently are or intend to adopt rates equal to or exceed electrical greenfield rates.	No subcontractors currently reflect BPIC rates of pay.	Electrical subcontractor labour hours on the project reflect specific electrical greenfield EBA rates of pay.	8,000hrs x \$25/hr = \$200,000	8,000hrs @ \$25/hr increase in labour cost	Payable where electrical subcontractors agree to pay market leading rates, where market leading rates are benchmarked against the prevailing electrical greenfield rates.. Assessable using proposed Envelope #1 criteria termed <i>Procurement Practice</i> - see further at Item 10
Seven KRA#1 Item (d) (i) (ii)	Ensuring monitoring, compliance and reporting on BPIC compliance for direct workforce and subcontractors.	Not required.	One additional mid-level commercial staff member required for duration.	\$17,500 / month x 48mths = \$840,000	Salary plus on-cost for mid-level resource for 48 months.	Payable monthly from award at the rate of \$17,500 / month up to the lump sum value
Eight KRA#1 Item (e) (i)	The proposed apprentices and trainee targets for the project	Core requirement for 15% (min.) of total hours is undertaken by apprentices and/or trainees; other workforce training	Ensure workforce with optimal level of skills and experience is attracted to and retained on the project.	\$100,000 per 1% increment x (20% - 15%) = \$500,000	Increased utilisation of RTO on-site to support training initiatives and Increased percentage paid attendance to training	An amount payable at a rate of \$100,000 per percentage point achieved above minimum core requirement Non-Price Target: 1 apprentice/trainee to 7 Tradesperson ratio
Nine KRA#1 Items (f) and (g)	Training coordination/ workforce training	Use corporate (HO based) resources to manage training.	Mandated employment of a training coordinator on the project.	\$17,500 / month x 48mths = \$840,000	Salary + on-cost for mid-level resource for 48 months.	Payable monthly from award at the rate of \$17,500 / month up to the lump sum value
Ten Subcontract Procurement	Clause 9 requirements in relation to the tendering, documentation, approvals, reporting and evaluation of subcontract work packages.	Following internal corporate policies and procedures.	Implementation of Clause 9 procurement requirements	\$32,500 / mth x 24mths + \$25,000 / mth x 12mths + \$17,500/mth x 12mths = \$1,290,000	Salary plus on-cost for: - one mid-level resource and two assistant level resources for 2 yrs. - one mid-level resource and one assistant level resources for 12 mths - one mid-level resource for 12 mths	Restricted to select packages as proposed <i>Procurement Practice</i> in Envelope #1. Application of the <i>Procurement Practice</i> will be to packages which are envisaged to be: a) >\$1 million in value; and/or, b) involvement at site > 3 continuous months; or, c) by discretion of GBJV's Project Manager for packages with perceived HSEQ, IR, Commercial, public perception &/or Program risks. Payable monthly from Award at the rates proposed according to the agreed progression of the project works
Total: Table 1				\$10,820,000		

CN-13712 Centenary Bridge Upgrade Project

Envelope #3 - Table 2: Items which are envisaged to relate to the process or outcome of the proposed greenfield Agreement.

Item	Description	Business as usual	Stretch target BPIC outcome	Provisional Sums (Indicative)	Rationale	Method of measurement
Three A KRA#1 Item (b) (i)	The industrial agreement applicable to our self-performing workforce and how the wage rates and conditions compare to BPIC.	Utilise existing employment agreements for staff and for the self-performing workforce the applicable: - Georgiou Group Operations Agreement 2019 - BMD (Qld & NT) Agreement 2022	Develop, negotiate and lodge with Fair Work a greenfield industrial Agreement for the project's self-performing workforce	Self-performing workforce: 300,000 hrs x \$9/hr [^] = \$2,700,000	Anticipated 300,000 hours at a pro-rated hourly rate of \$9/hr [^]	Payable via the application of the new project-specific Agreement for direct labour. [^] Hours obtained from Envelope #1 submission and effective increased pay rate inclusive of all Terms & Conditions pertaining to proposed greenfield Agreement not known until ratified by Fair Work.
Four KRA#1 Item (b) (i)	The industrial agreement applicable to our self-performing workforce and how the wage rates and conditions compare to BPIC.	Existing agreements based upon: - Georgiou Group Operations Agreement 2019 - BMD (Qld & NT) Agreement 2022	Allowance for the inclusion of nominated 26 Rostered Days Off (RDO) per annum.	26 RDO/year x 4 years x \$75,000/day = \$7,800,000	26 RDO's over a 48 month period at an estimated project cost of \$75,000 per RDO	Payable as applicable RDO's will feature in proposed project-specific Agreement. - Allocation of RDO's are subject to project-specific and industry-wide scheduling. - GBJV and TMR share the intention of this condition is for workers to have taken the day off for work/life balance instead of an end of project RDO payout. Separate consideration required to Date for Practical Completion and application of Liquidated Damages if 104 RDO's are taken during the project duration
Five KRA#1 Item (b) (i)	The industrial agreement applicable to our self-performing workforce and how specific conditions compare to BPIC (family violence leave).	Existing agreements based upon: - Georgiou Group Operations Agreement 2019 - BMD (Qld & NT) Agreement 2022 Are both silent on provisions for Domestic Violence leave However, apply the existing conditions within each companies policies, which is access to unpaid leave.	Allowance for 10 days per year paid family violence leave.	\$600,000	Statistics are 1:6 women & 1:16 men have experienced family violence, which may result in ~30 individuals requiring support for an average of 5 days	Payable on the establishment of a provisional sum paid on approved days utilised. And, the adoption of proactive approach including training & consultation; as well as the provision of on-site workforce education.
Total: Table 2				\$11,100,000		
Total: Table 1 + Table 2				\$21,920,00	Same as previously advised by GBJV to TMR in Revision 0.	



Our ref CN-13712/669801
Your ref
Enquiries metropolitan.projects@tmr.qld.gov.au

Department of
Transport and Main Roads

26 October 2022

Georgiou BMD Joint Venture
Attention: Leigh Hahn
C/-B.M.D. Constructions Pty. Ltd.
PO Box 197
Wynnum QLD 4178

Dear Mr Hahn

Project: Centenary Bridge Upgrade

Contract Number: CN-13712 Transport Infrastructure Contract - Construct Only

Subject: Letter of Comfort to progress industrial matters

The Department of Transport and Main Roads (TMR) is conducting a two-stage procurement process for a suitably qualified contractor to construct the Project. TMR has concluded the assessment of the envelope one and envelope two criteria.

The Georgiou BMD Joint Venture (GBJV) was invited to and participated in the envelope three interactive process with the TMR representatives to finalise the selection of the preferred tenderer.

During the interactive process, the GBJV proposed that it would develop, negotiate and lodge with Fair Work a greenfield industrial agreement for the Project's self-performing workforce. However, the GBJV seeks assurances from TMR about its position in the tender process to give it comfort in order to allow it to implement this proposal.

Although TMR has not yet made any determination about the award of the contract, TMR confirms that the GBJV has been determined to be the higher ranked tenderer.



Cameron Messer
Deputy Regional Director – Metropolitan Region



Queensland Government

16 December 2022

Gerard Keynes – General Manager
 GEORGIOU BMD JOINT VENTURE
 C/- B.M.D. Constructions Pty. Limited
 PO Box 197
 WYNNUM QLD 4178

Dear Gerard,

Contract Number: CN-13712
CENTENARY MOTORWAY JINDALEE – Centenary Bridge Upgrade - Stage 2
Project No. 669801

LETTER OF ACCEPTANCE

I am pleased to advise that the State of Queensland acting through the Department of Transport and Main Roads hereby accepts your schedule of rates tender dated 26 October 2021 for the above works for the contract sum of \$213,541,764.41 (GST Inclusive), which comprises the following items:

Original Contract Amount (Excl. GST)	\$149,208,876.74
Tender Validity Period Extension Cost (Excl. GST)	\$23,000,000
Cost to achieve the Envelope 3 – Stretched targets in Key Result Areas (KRA) included in Best Practice Industrial Relations Polity (Excl. GST)	\$21,920,000
Total Contract Sum (Excl. GST)	\$194,128,876.74
Total Contract Sum (Incl. GST)	\$213,541,764.41

In accordance with the Conditions of Tendering, you are now bound by the Conditions of Contract. Securities required as part of this Contract and requirements to be executed by the Contractor are attached for your attention.

Department of Transport and Main Roads
 Program Management & Delivery
 Floor 18 | 313 Adelaide Street | Brisbane | Qld | 4000
 GPO Box 1549 | Brisbane | Qld | 4001

Our Ref: CN-13712
 Enquiries: Sastha Ariyasinghe
 Telephone [REDACTED]
 Website www.tmr.qld.gov.au

ABN 39 407 690 291

An unexecuted version of the e-Contract is now available for you to peruse on the QBuild eTender website. Also attached to this letter is a copy of the Formal Instrument of Agreement (FIA) for your signature and return. In accordance with Clause 6.2 of the General Conditions of Contract, you are requested to execute the FIA and return to the address stated below within 10 Business Days after receiving the FIA from the Principal.

Please ensure the FIA is properly executed in accordance with Section 127 of the *Corporations Act 2001*. On return of the correctly executed FIA document, a copy will be uploaded to the QBuild eTender system for your records.

Yours sincerely



Dale Cunningham
Delegate of the Principal

Item	Description	Business as usual	Stretch target BPIC outcome	Provisional Quantities*	Rationale	Method of measurement
CN-13712 Centenary Bridge Upgrade Project						
Envelope #3 - Table 1: Items previously agreed-in-principle between TMR and GBJV which are envisaged to not relate to the process or outcome of the proposed Greenfield Industrial Agreement.						
One KRA#1 Item (a) (i)	Work profile - labour force split between self-performed, subcontracted and labour hire	Self-performed: 40% Subcontracted: 35% Labour Hire: 25%	Self-performed: 55% Subcontracted: 35% Labour Hire: 10%	\$120,000 per 1% increment x (25% - 10%) = \$1,800,000	150,000 hours moved from labour hire to direct employment with an allowance for unproductive time during work discontinuities for permanent employees.	Nil payable if Labour Hire component exceeds 25% of direct labour hours. For each percentage point achieved less than 25%, an amount is payable at the rate of \$120,000 for each percentage point below 25%.
Two KRA#1 Item (a) (ii)	Diversity and inclusion	Site-based roles: Women: 7.5% ATSI: 1.5% Disadvantaged: 0.0% Total base target: 9.0%	Site-based roles: Women: 17.5% ATSI: 3.5% Disadvantaged: 2.0% Total stretch target: 23.0%	\$50,000 per 1% increment x (23% - 9%) = \$700,000	Estimated cost for active recruitment of increased diversity in direct labour force plus prioritisation of subcontractors with higher rates of diversity.	Payable at the rate of \$50,000 for each percentage point achieved over the combined base target of 9%.
Three B KRA#1 Item (b) (i)	The industrial agreement applicable to Staff and how the wage BPIC rates and conditions effect retention	Utilise existing employment agreements for staff	Effect an uplift applicable to all Staff	Staff: 150,000 hrs x \$9/hr = \$1,350,000	Anticipated 150,000 hours at a pro-rated hourly rate of \$9/hr*	Payable upon application of the new project-specific agreement for Staff, multiplied by \$9/hr. GBJV to remain available to provide anonymised Letters of Assignment and Payslips sample of one Georgiou and one BMD staff member upon request (envisaged as quarterly) from the Contract Administrator.
Six A KRA#1 Item (c) (i) to (vi)	Approach to using best endeavours to engage appropriately determined subcontractors including external plant hire, who intend to adopt BPIC principles.	No subcontractors currently reflect BPIC rates of pay.	External plant hire and/or Subcontractor labour hours on the project reflect BPIC rates of pay.	240,000hrs x \$12.50/hr = \$3,000,000	240,000hrs @ \$12.50/hr increase in labour cost	Payable where subcontractors, including external plant hire, agree to pay BPIC rates and conditions. Assessable using proposed Envelope #1 criteria termed <i>Procurement Practice</i> - see further at Item 10. BPIC Subcontractors to be periodically audited to show that pay, including rates and allowances, is equivalent to the Transport BPICs (December 2020). The following packages are anticipated to be captured in the Clause 9.2 process and have BPIC requirements applied to them: >\$5 million: Piling - Between \$2 - 5 million: Demolition; - Between \$1 - 2 million: Steel Girder Assembly; Heavy Craneage; Marine; Sewer; Survey Services - Others > \$½ million but with the potential to exceed \$1 million: Ground Surface Treatments; Jacking; Landscaping; Placement of Asphalt/ Foam Bitumen / Seal; Stressing; Waste Removal
Six B KRA#1 Item (c) (i) to (vi)	Approach to using best endeavours to specifically engage electrical subcontractors, who intend to adopt BPIC principles.	No subcontractors currently reflect BPIC rates of pay.	Electrical subcontractor labour hours on the project reflect specific BPIC rates of pay.	8,000hrs x \$25/hr = \$200,000	8,000hrs @ \$25/hr increase in labour cost	Payable where electrical subcontractors agree to pay BPIC rates and conditions. Assessable using proposed Envelope #1 criteria termed <i>Procurement Practice</i> - see further at Item 10 BPIC Subcontractors to be periodically audited to show that pay, including rates and allowances, is equivalent to the Transport BPICs (December 2020).
Six C KRA#1 Item (c) (i) to (vi)	Approach to using best endeavours to specifically engage traffic control subcontractors, who intend to adopt BPIC principles.	No subcontractors currently reflect BPIC rates of pay.	Traffic Control subcontractor labour hours on the project reflect specific BPIC rates of pay.	24,000hrs x \$35/hr = \$840,000	24,000hrs @ \$35/hr increase in labour cost	Payable where traffic control subcontractors agree to pay BPIC rates and conditions. Assessable using proposed Envelope #1 criteria termed <i>Procurement Practice</i> - see further at Item 10 BPIC Subcontractors to be periodically audited to show that pay, including rates and allowances, is equivalent to the Transport BPICs (December 2020).
Seven KRA#1 Item (d) (i) (ii)	Ensuring monitoring, compliance and reporting on BPIC compliance for direct workforce and subcontractors and Clause 9 requirements in relation to the tendering, documentation, approvals, reporting, evaluation of subcontract work packages and periodic auditing of BPIC subcontractors.	Not required.	One additional mid-level commercial staff member required for duration.	\$17,500 / month x 48months = \$840,000	Salary plus on-cost for mid-level resource for 48 months.	Payable monthly from award at the rate of \$17,500 / month up to the lump sum value GBJV to provide the Contract Administrator, each month, a collation of hours by staff members who have contributed to BPIC monitoring and compliance. Summation of hours will be rounded to one Full-Time Equivalent staff member per month.
Eight KRA#1 Item (e) (i)	The proposed apprentices and trainee targets for the project	Core requirement for 15% (min.) of total hours is undertaken by apprentices &/or trainees; other workforce training	Ensure workforce with optimal level of skills and experience is attracted to and retained on the project.	\$100,000 per 1% increment x (20% - 15%) = \$500,000	Increased utilisation of RTO on-site to support training initiatives and increased percentage paid attendance to training	An amount payable at a rate of \$100,000 per percentage point achieved above minimum core requirement Non-Price Target: 1 apprentice/trainee to 7 Tradesperson ratio
Nine KRA#1 Items (f) and (g)	Training coordination / workforce training	Use corporate (HO based) resources to manage training.	Mandated employment of a training coordinator on the project.	\$17,500 / month x 40% attendance x 48months = \$840,000 \$336,000	Salary + on-cost for mid-level resource for 48 months at 40% attendance.	Payable monthly from award at the rate of \$17,500 / month x 40% up to the lump sum value GBJV to provide the Contract Administrator, each month, a collation of hours by staff member(s) who have contributed to training co-ordination and compliance. Summation of hours will not be rounded to Full-Time Equivalent staff member per month.

Item	Description	Business as usual	Stretch target BPIC outcome	Provisional Quantities*	Rationale	Method of measurement
<u>Ten</u> Subcontract Procurement	Clause 0 requirements in relation to the tendering, documentation, approval, reporting and evaluation of subcontract work packages.	Following internal corporate policies and procedures.	Implementation of Clause 0 procurement requirements	\$22,500/month x 24 months = \$540,000 \$26,000/month x 12 months = \$312,000 \$47,500/month x 12 months = \$570,000 \$1,200,000	Salary plus on-costs for one mid-level resource and two assistant level resources for 2 years one mid-level resource and one assistant level resources for 12 months one mid-level resource for 12 months	Restricted to select packages as proposed. Procurement Practice in Envelope #1. Application of the Procurement Practice will be to packages which are envisaged to be: a) \$1 million in value; and/or, b) involvement of over 2 continuous months; or, c) designation of CBA as Project Manager for packages with perceived HSEQ, IR, Commercial, public perception &/or Design risks. Payable monthly from Award at the rates proposed according to the agreed progression of the project works
<u>Eleven</u> Hot Weather	How the BPIC Hot Weather Guidelines affect the Work Under the Contract	Following internal corporate policies and procedures with respect to managing hot weather	Implement the BPIC Hot Weather Guidelines: cease Work Under the Contract when the temperature reaches: • 35°C; or • 28°C and 75% humidity 3hrs after commencement of work	\$75,000 per Working Day where relevant EOT is awarded; Estimated amount: 6 hot weather days x 3 summer periods (24/25, 25/26 & 26/27) x \$75,000 = \$1,350,000	Estimated project cost in line with pre-agreed rates for Envelope 3 Items Four/Four A	Consideration required to extending Date for Practical Completion should the implementation of the BPIC Hot Weather Guidelines impact the critical path of the Current Program. If works cease due to Extreme Hot Weather this will generally be treated as Inclement Weather. Payment at \$75,000 per day of prorata for part thereof (i.e. \$7,500/hr).
<u>Twelve</u> Wellness program	Implementation of wellness program for all employees to improve staff wellbeing, on site productivity and performance	No formal wellbeing program	Implement a Wellness Green Program as a coaching aid to improve employee's overall wellbeing and on site productivity including • Reduced TRIFR and LTIFR incidences • Insight into the required resourcing needs in the future • Improved resilience • Improved culture • Higher staff retention	\$300,000 to complete program for up to 60 employees	Cost based on proposal from Wellness Green	Costs to be paid: 50% (\$150,000) prior to commencement of Wellbeing Program upon confirmation that program is to proceed. 50% (\$150,000) at completion of Phase 2 of the program.
Total: Table 1				\$11,216,000	Excluding GST	

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Envelope #3 - Table 2: Items which are envisaged to relate to the process or outcome of the proposed Greenfield Industrial Agreement.

<u>Three A1</u> KRA#1 Item (b) (i)	The industrial agreement applicable to our self-performing workforce and how the wage rates and conditions compare to BPIC.	Utilise existing employment agreements for staff and for the self-performing workforce the applicable: • Georgiou Group Operations Agreement 2019 • BMD (Old & NT) Agreement 2022	Develop, negotiate and lodge with Fair Work a greenfield industrial Agreement for the Project's self-performing workforce	Self-performing workforce: 300,000 hrs x \$9/hr* = \$2,700,000	Anticipated 300,000 hours at a pro-rated hourly rate of \$9/hr*	Payable via the application of the new project-specific Agreement for direct labour. ^ Hours obtained from Envelope #1 submission and effective increased pay rate inclusive of all Terms & Conditions pertaining to proposed greenfield Agreement not known until ratified by Fair Work.
<u>Three A2</u> KRA#1 Item (b) (i)	Income Protection provision included within proposed Greenfield Agreement ss per BPIC+ requirements even though Centenary Bridge Upgrade is a BPIC project	Not envisaged. Normal Enterprise Agreement provisions apply as per: • Georgiou Group Operations Agreement 2019 • BMD (Old & NT) Agreement 2022	Develop, negotiate and lodge with Fair Work a greenfield industrial Agreement for the Project's self-performing workforce inclusive of Income Protection for eligible employees	\$31 per eligible employee per week x estimate 50 employees x 4 years x 52 weeks = \$322,400	Income Protection provisions included within proposed Greenfield Agreement ss per BPIC+ requirements	Payable via the application of the new project-specific Agreement for direct labour based upon Continuous weeks of employment at this project only. Terms & Conditions pertaining to proposed Greenfield Agreement not known until ratified by Fair Work. GBJV to remain available to provide evidence to the Contract Administrator (envisaged as quarterly) in the form of proof of policy being maintained.

Item	Description	Business as usual	Stretch target BPIC outcome	Provisional Quantities*	Rationale	Method of measurement
<u>Four</u> KRA#1 Item (b) (i)	The industrial agreement applicable to our self-performing workforce and how the wage rates and conditions compare to BPIC.	Existing agreements based upon: • Georgiou Group Operations Agreement 2019 • BMD (Qld & NT) Agreement 2022	Allowance for the inclusion of nominated 13 Fixed and 6 Flexible Rostered Days Off (RDO) per annum.	16 RDO/year x 4 years x \$75,000/day = \$4,800,000	13 Fixed + 3 Flexible RDO's over a 48 month period at an estimated project cost of \$75,000 per RDO	Payable as applicable RDO's will feature in proposed project-specific Agreement. • Allocation of RDO's are subject to project-specific and industry-wide scheduling. • GBJV and TMR share the intention of this condition is for workers to have taken the day off for work/life balance instead of an end of project RDO payout. Date for Practical Completion to be extended 1 day for each fixed RDO taken
<u>Four A</u> KRA#1 Item (b) (i)	The industrial agreement applicable to our self-performing workforce and how the wage rates and conditions compare to BPIC.	Existing agreements based upon: • Georgiou Group Operations Agreement 2019 • BMD (Qld & NT) Agreement 2022	Applicable in the instance where ≥2 consecutive Flexible Rostered Days Off (RDO) are observed by GBJV wages employees but not by other project personnel	3 RDO/year x 4 years x \$55,000/day = \$660,000	GBJV wages personnel may elect to observe multiple and consecutive Flexible RDO's during the project however, other subcontract entities may wish to continue work and do so at rates applicable under their Agreements. Estimated project cost of \$55,000 per RDO	Consideration required to Date for Practical Completion and application of Liquidated Damages, as the activities falling on Critical Path at the time that the multiple, consecutive Flexible RDO's are being observed by GBJV wages personnel may be effected by their absence. Hence, Extension of Time to the Date of Practical Completion would be applicable. In the alternative, the activities falling on Critical Path at the time may be effected by subcontractors and/or other personnel who are not observing the GBJV Greenfield Agreement's Flexible RDO and are continuing to work. Hence, Extension of Time to the Date of Practical completion would not be applicable.
<u>Five</u> KRA#1 Item (b) (i)	The industrial agreement applicable to our self-performing workforce and how specific conditions compare to BPIC (family violence leave).	Existing agreements based upon: • Georgiou Group Operations Agreement 2019 • BMD (Qld & NT) Agreement 2022 Are both silent on provisions for Domestic Violence leave However, apply the existing conditions within each companies policies, which is access to unpaid leave.	Allowance for 10 days per year paid family violence leave.	\$600,000	Statistics are 1:6 women & 1:16 men have experienced family violence, which may result in ~30 individuals requiring support for an average of 5 days	Payable on the establishment of a provisional sum paid on approved days utilised. And, the adoption of proactive approach including training & consultation; as well as the provision of on-site workforce education.
Total: Table 2				\$9,082,400	Excluding GST	
Grand Total: Table 1 + Table 2				\$20,298,400	Excluding GST	

*Payments to be assessed and paid as Provisional Quantities in accordance with MRS01 Cl.2.1.7 and Appendix B (Commercial Framework) Cl.1.2(b) and 3.2(a).

Envelope #3 (R&F Applicable)					Certified to Date		Claimed to Date		Assessed		Revised Claimed to Date	
Item Description	Unit of Measure	Quantity	Total	\$ 19,580,000.00	Total	\$ 11,243,016.91	Total	\$ 11,503,049.91	Total	\$ 195,533.00	Total	\$ 11,438,549.91
			Unit Rate	Amount	Quantity	Amount	Quantity	Amount	Quantity	Amount	Quantity	Amount
Labour Hire	%	15.00	\$ 120,000.00	\$ 1,800,000.00	12.24	\$ 1,469,258.60	12.2	\$ 1,469,258.60			12.24	\$ 1,469,258.60
Diversity & Inclusion	%	14.00	\$ 50,000.00	\$ 700,000.00	4.95	\$ 247,445.97	4.95	\$ 247,445.97	\$	-	4.95	\$ 247,445.97
Staff Uplift	hour	150,000.00	\$ 9.00	\$ 1,350,000.00	166,623.60	\$ 1,499,612.40	171,191.60	\$ 1,540,724.40	4568	\$ 41,112.00	171,191.60	\$ 1,540,724.40
Subcontractor Labour Uplift	hour	240,000.00	\$ 12.50	\$ 3,000,000.00	78,209.17	\$ 977,614.63	79,649.17	\$ 995,614.63	1440	\$ 18,000.00	79,649.17	\$ 995,614.63
Electrical Labour Uplift	hour	8,000.00	\$ 25.00	\$ 200,000.00	5,255.85	\$ 131,396.25	5,355.85	\$ 133,896.25	\$	-	5,255.85	\$ 131,396.25
BPIC Monitoring & Compliance	month	48.00	\$ 17,500.00	\$ 840,000.00	37.00	\$ 647,500.00	38.00	\$ 665,000.00	1	\$ 17,500.00	38.00	\$ 665,000.00
Training & Apprentices	%	5.00	\$ 100,000.00	\$ 500,000.00	3.22	\$ 322,000.00	3.84	\$ 384,000.00	\$	-	3.22	\$ 322,000.00
Training Co-ordination	month	48.00	\$ 17,500.00	\$ 840,000.00	8.90	\$ 155,750.00	9.15	\$ 160,125.00	0.25	\$ 4,375.00	9.15	\$ 160,125.00
Admin & Tendering					-		-		\$	-	0	\$ -
Self-Performing Workforce	hour	300,000.00	\$ 9.00	\$ 2,700,000.00	131,104.34	\$ 1,179,939.06	135,498.34	\$ 1,219,485.06	4394	\$ 39,546.00	135,498.34	\$ 1,219,485.06
RDOs	RDO	76.00	\$ 75,000.00	\$ 5,700,000.00	56.00	\$ 4,200,000.00	57.00	\$ 4,275,000.00	1	\$ 75,000.00	57.00	\$ 4,275,000.00
BPIC Extreme Hot Weather Event	day	18.00	\$ 75,000.00	\$ 1,350,000.00	1.50	\$ 112,500.00	1.50	\$ 112,500.00	-	\$ -	1.50	\$ 112,500.00
Domestic Violence	lump sum	1.00	\$ 600,000.00	\$ 600,000.00	0.50	\$ 300,000.00	0.50	\$ 300,000.00	-	\$ -	0.50	\$ 300,000.00

Envelope #3 (R&F Not Applicable)					Certified to Date		Claimed to Date		Assessed		Revised Claimed to Date	
Item Description	Unit of Measure	Quantity	Total	\$ 1,462,400.00	Total	\$ 1,435,789.50	Total	\$ 1,474,354.50	Total	\$ 27,767.50	Total	\$ 1,463,557.00
			Unit Rate	Amount	Quantity	Amount	Quantity	Amount	Quantity	Amount	Quantity	Amount
Income Protection	employee week	10,400.00	\$ 31.00	\$ 322,400.00	3,189.00	\$ 98,859.00	3,304.00	\$ 102,424.00	115.00	\$ 3,565.00	3,304.00	\$ 102,424.00
Traffic Control Uplift	hour	24,000.00	\$ 35.00	\$ 840,000.00	33,912.30	\$ 1,186,930.50	34,912.30	\$ 1,221,930.50	691.50	\$ 24,202.50	34,603.80	\$ 1,211,133.00
Wellness Green Program - Program Implemenation	LS	1.00	\$ 150,000.00	\$ 150,000.00	1.00	\$ 150,000.00	1.00	\$ 150,000.00	-	\$ -	1.00	\$ 150,000.00
Wellness Green Program - Completion of Phase 2 of the program	LS	1.00	\$ 150,000.00	\$ 150,000.00	-	\$ -	-	\$ -	-	\$ -	-	\$ -

ANNEXURE JR-12

Chronology of GBJV reports regarding CFMEU activity at the Project Site

#	Date of Relevant Activity	GBJV Report Document ID	Verbatim Extract of Description of CFMEU activity from GBJV Report
1.	29 May 2023	DTMR.0001.001.0332	Hi Chris & Peter, further to text messages earlier today. GBJV had a visit to the interim Site Compound this morning (around 10am) from someone who identified themselves as Dean Riley, CFMEU Organiser. Dean reported that he was in receipt of a complaint / query regarding workplace health & safety at our project: he did not identify what, where or from whom. After further conversation with Gavin & Ben, Dean stated the safety concern related to “the whole job” Dean was on-site for approximately 45-minutes, was under escort along the Active Transport Path by Ben & Gavin, to Span 1 and back. • No requests for documentation. • No safety inspection. • No significant concerns raised. • No specific comments made. • Only casual conversation with a few with workers in the Lunch Room ie, < 2 minutes Our understanding is that Dean (and/or his colleagues) will return regularly.
2.	28 June 2023	DTMR.0001.003.1306	Hi Peter, further to text message earlier today to you & Fran. GBJV had a visit to the interim Site Compound this morning (around 8:30am) from Dean Riley, CFMEU Organiser.

			Dean held an informal conversation with Gavin & myself off-site which, centred upon the engagement of Traffic Control providers. This is reflective a continued concern of the applicability of BPIC to the Traffic Controllers. Dean was subsequently escorted by Gavin along the Active Transport Path to converse with Traffic Controllers. • No requests for documentation were made. • No safety inspection conducted. • No significant concerns raised. • No specific comments made. Our understanding is that Dean (and/or his colleagues) will return regularly.
3.	10 July 2023	DTMR.0001.003.1302	GBJV had a visit from the CFMEU during last night's shift at around 8:30pm - no Right of Entry documentation was submitted. The CFMEU representative, stated that he had a phone call from an Altus employee saying that there were some safety concerns onsite. • As I understand it the CFMEU representative did not contact either our Engineer nor our Supervisor • No safety inspection but the TGS reviewed as well as the work zone layout; no apparent amendments to either the TGS, work zone or work practices as a result • There was a conversation with the Altus crew, which GBJV were not privy too
4.	10 July 2023	DTMR.0001.003.1302	GBJV had a visit from the CFMEU during last night's shift at around 8:30pm - no Right of Entry documentation was submitted. The CFMEU representative, stated that he had a phone call from an Altus employee saying that there were some safety concerns onsite. • As I understand it the CFMEU representative did not contact either our Engineer nor our Supervisor • No safety inspection but the TGS reviewed as well as the work zone layout; no apparent amendments to either the TGS, work zone or work practices as a result

			There was a conversation with the Altus crew, which GBJV were not privy too
5.	24 July 2023	DTMR.0001.006.4282	GBJV had a visit from the CFMEU during today's shift from around 11:30am - no Right of Entry documentation was submitted. As per previous visits, the CFMEU representative was most interested in the Traffic Controllers from Altus. - There were conversations with the Altus crew, which GBJV were not privy too - No specific comments made. - No significant concerns raised. - No safety inspection other than querying the break provisions for the Traffic Controllers - No requests for documentation were made.
6.	25 July 2023	DTMR.0001.001.0331	As discussed, we had a visit from CFMEU rep at 201 Kenmore Road at lunchtime today. Below are the details: Today, Dean Rielly from CFMEU came by to 201 Kenmore Road. He spoke to Geoff Hewton and Faiz Rahmansyah briefly, asking whether he could speak to TMR Project Manager. Both Damitha and I were out on lunch at the time. He asked for a project contact card but as there was none available at the time, he dropped off his card, asking that it be passed on.
7.	22 August 2023	DTMR.0001.006.4279	GBJV had a visit from the CFMEU during today's shift from around 12:30pm - no Right of Entry documentation was submitted. As per previous visits, the CFMEU representative was most concerned in the Traffic Controllers from Altus. - There were conversations with the Altus crew. - No specific comments made about our project were made other than a generic statement that actions are being planned at projects where Altus is present. - No requests for documentation were made.
8.	29 August 2023	DTMR.0001.003.1307	GBJV had another informal visit from the CFMEU during today's shift at around 1:30pm - no Right of Entry documentation was submitted. As per previous visits, the CFMEU representative was most concerned regarding our Traffic Control provider, Altus. There were not any conversations with Altus crew members.

			- No specific comments were made about our Project, other than a statement that actions are being planned by this union at any projects where Altus is present. - No requests for documentation were made.
9.	20 September 2023	DTMR.0001.003.1304	GBJV had another informal visit from the CFMEU during today's shift at around 10:00am - no Right of Entry documentation was submitted. As per previous visits, the CFMEU representative was most concerned regarding our Traffic Control provider, Altus. - It is our understanding that there have been conversations with Altus crew members, via phone and on the ATP during the crew members respite periods. - No requests for documentation were made. - No specific comments were made about our Project.
10.	22 September 2023	DTMR.0001.006.4280	GBJV had breakfast BBQ this morning at which a representative from the CFMEU attended and left prior to 7:00am - no Right of Entry documentation was submitted but a least one sausage was consumed.
11.	10 October 2023	DTMR.0001.003.1300	Hi Chris & Peter, as per my text yesterday morning. Representatives AWU & CFMEU were present yesterday morning. Neither entered the Site. Both were informal visits with the AWU here at around 7am and the CFMEU at around 10am - no Right of Entry documentation was submitted by either union. As per previous visits, each union representative queried the situation our Traffic Control provider, Altus. - General discussions were held on our progress and forthcoming activities. - No formal consultations occurred. - No requests for documentation were made. - No specific comments were made about our Project.

12.	16 October 2023	DTMR.0001.0 004.5991	GBJV had a visit from the CFMEU at around 11am this morning, which was a follow-up on consultations that they had with personnel from October 10. The CFMEU Organiser did not enter Site but traversed the Active Transport Path, apparently for conversations with Traffic Controllers.
13.	20 October 2023	DTMR.0001.0 003.1305	GBJV had a visit from the CFMEU at around 8am this morning. The CFMEU Organiser did not enter Site but traversed the Active Transport Path to supply the Traffic Controllers with union identified merchandise. If I may, whilst it is apparent that CBU is receiving visits from either the AWU or the CFMEU on most days over the past month, this is not unexpected. From my perspective, relations with both employee representative bodies remain amicable and I am therefore not concerned.
14.	8 November 2023	DTMR.0001.0 003.1301	GBJV had a visit from the CFMEU at around 8am this morning. The CFMEU Organiser did not enter Site but traversed the Active Transport Path to discuss TGS concerns raised by a Traffic Controller. The concerns related to the implementation of TGS as is in, why some are no longer being implemented, the answer being that we're no longer performing that work. Bulk haulage out of Vidgen Lane being the best example.
15.	14 November 2023	DTMR.0001.0 004.5990	As per my text earlier this afternoon, GBJV had a visit from the CFMEU at around 1:30pm this afternoon. The CFMEU Organiser, Dean Riley conversed with our Superintendent as well as myself and mainly traversed the Active Transport Path engaging with various subcontract and GBJV wages personnel. • No requests for documentation were made. • No safety inspection took place. • No specific concerns raised.

16.	21 November 2023	DTMR.0001.0 004.5992	As per my text earlier this afternoon, GBJV received a hand delivered Right of Entry Notice under Section 117 of the WHS Act from the CFMEU at around 11:30am this morning. The CFMEU Organiser, Dean Mattis was accompanied on-site by our Superintendent to review - access & egress in normal working conditions and emergencies; separation between personnel and mobile plant; information relating to training provide to workers performing High Risk activities. You'll observe that these are all very generalised concerns. • No documented safety inspection took place. • No requests for documentation were made. • Specific concerns were raised regarding the familiarisation training afforded to Caporns' operators, all of whom have the appropriate crane tickets / licences, of Universals' cranes. Also of note is that today was essentially rained off (42mm received to 9am this morning) and lightning was observed surrounding the Project curtailing crane operations.
17.	22 November 2023	DTMR.0001.0 006.4281	As per yesterday's text, GBJV received a hand delivered Right of Entry Notice under Section 117 of the WHS Act from the CFMEU at around 9:30am on November 22. The CFMEU Organiser, Dean Mattis was accompanied on-site by our Superintendent to review the same generalised concerns as those listed on November 21. • No documented safety inspection took place. • No requests for the provision of documentation were made. • Specific concerns were raised regarding the authentication of the familiarisation training afforded to Caporns' crane operators across all of their cranes that are currently on-site. Also of note is that November 22 continued to be affected with inclement weather and the effects of previous rainfall and storm warnings / lightning was observed surrounding the Project in the afternoon.
18.	28 November 2023	DTMR.0001.0 004.5994	GBJV had a visit from the CFMEU prior to Pre-Start his afternoon. After Pre-Start, the CFMEU Organiser, Dean Riley conversed with our Superintendent as well as myself. He also briefly consulted with the Traffic Control team members that we have on-site today.

			• No requests for documentation were made. • No safety nor site inspection took place. • No specific concerns were raised.
19.	30 November 2023	DTMR.0001.006.4283	The CFMEU Organiser for KPI was in Amazons Park today around midday. We understand that he was conducting welfare checks on the Traffic Controllers given today's heat. • No consultation with other GBJV personnel &/or CBU subcontractors. No specific concerns were raised by KPI personnel prior nor subsequent to this interaction.
20.	12 December 2023	DTMR.0001.003.1303	A CFMEU Organiser, Dean Riley held off-site discussions with GBJV's Superintendent and myself this morning. • No consultation with other GBJV personnel &/or CBU subcontractors. • No specific safety concerns were raised about CBU works, personnel or subcontractors.
21.	13 December 2023	DTMR.0001.004.5988	A CFMEU Organiser, Hooni Edwards, submitted a Right of Entry Notice this morning to access the site under s117. Hooni was on-site for <90-minures. • No requests for documentation were made. • No consultation with other GBJV personnel however, the organiser wished to observe & inspect our piling subcontractors' operations. This included accessing the barge which is located at Pier 2. • Specific safety concerns were raised on the barge regarding: ○ availability and capability of the eye wash station ○ cleanliness and accessibility of the rescue stretcher ○ positioning of a welding screen Our managers & supervisors from Caporn Piling were in attendance and are addressing / have addressed these concerns. GBJV anticipate that our piling operations will be the subject of greater scrutiny w/c January 8.

22.	9 January 2024	DTMR.0001.0 004.6001	KPI's CFMEU Delegate held off-site discussions (mainly in Amazons Park) with their personnel and GBJV's Superintendent. • No consultation with other GBJV personnel &/or CBU subcontractors. • No specific safety concerns were raised about CBU works, personnel or subcontractors. The attendance was primarily a social one to re-engage for the New Year and check-in on any PPE or other requirements / concerns that the KPI personnel may have.
23.	10 January 2024	DTMR.0001.0 003.1309	The project had visit from a CFMEU Organiser as well as KPIs CFMEU Delegate this morning. Both spent most of their time with GBJV's Superintendent. • General discussions with some GBJV personnel & CBU subcontractors. • Specific safety concerns were raised about CBU works: ○ adequacy of handrail installation at the receival pit for Drainage Line 11; ○ congestion of car parking within the future precast yard; and, ○ hard barrier protection for hinge points at Abutment B and Pier 6.
24.	11 January 2024	DTMR.0001.0 006.4289	This morning, KPI's CFMEU Delegate held off-site discussions (mainly on the ATP near the Sinnamon Road intersection) with their personnel. • No consultation with other GBJV personnel &/or CBU subcontractors. • A safety concern^ was later relayed to us, regarding CBU personnel traversing the Sinnamon Road intersection on foot to/from Gate 3. 1. We actioned this this afternoon with some additional signage and will discuss at Pre-Start tomorrow. <i>^ I am not sure that the concern originated from the CFMEU's attendance, but we've actioned regardless.</i>
25.	17 January 2024	DTMR.0001.0 003.1324	As advised via text message yesterday morning, two CFMEU Organisers, Dean Mattis & Hooni Edwards, submitted a Right of Entry Notice yesterday morning to access the site under s117. Dean & Hooni were on-site for ~2-hours.

			• No requests for documentation were made. • No consultation with other GBJV personnel however, there were extended conversations with our piling subcontractors' operations. This included accessing the pontoon. • Specific safety concerns regarding: ○ storage of gas bottles ○ housekeeping ○ the landing arrangement for the gangway at Pier 1 'wharf' Our managers & supervisors from Caporn Piling were in attendance and are addressing / have addressed these concerns. GBJV anticipate that our piling operations will continue to be the focus of CFMEU attention.
26.	20 February 2024	DTMR.0001.003.1332	As advised via text messages this morning, two CFMEU Organisers, Dylan Howard and James Porter, submitted Right of Entry Notices (jpg attached) to access the site under s117. Dylan & James were on-site for about 4-hours. • Their Notices included workplace amenities. Their concern being that our drinking and handwashing water may be susceptible to ingress by biological contaminants. • Whilst we have testing for the water entering the system we don't have similar testing at the point of consumption. • This is being rectified this afternoon and my anticipation is that works will resume tomorrow morning. • No other requests for documentation were made. • No consultation with other GBJV personnel occurred however, the Organisers did address all personnel assembled at 12noon prior to the site being closed for all activities other than those addressing the workplace amenities.
27.	22 February 2024	DTMR.0001.006.4301	As advised via text messages earlier today, two CFMEU Organisers, Dylan Howard and James Porter, provided Right of Entry Notices (attached) to access the site we lease at The Yard, Hemmant. However, it was apparent that they had transgressed The Yard's security in order to enter this site. This was a significant issue for The Yard's management which they promptly and directly addressed with the Organisers.

			Dylan & James were on-site for <2-hours. • No requests for documentation were made. • No consultation with GBJV wages personnel occurred. • No safety inspection took place although issues were pointed out to our Structures Foreman, these included: ○ currency of tagging of fire extinguisher ○ control of electrical leads ○ proximity of amenities - our crew have recently had to walk past activities being undertaken by others in the Yard. In responding to the CFMEU presence at The Yard our Safety Manager & Superintendent observed some other safety issues - harness certification, provision of 1st Aid and other equipment -which are also being addressed.
28.	23 February 2024	DTMR.0001.004.6018	This morning, we had two AWU organisers attend our project office for a meeting. Soon into that meeting we had three CFMEU organisers plus KPI's Delegate, with Right of Entry documents, enter the same room. A discussion ensued between the CFMEU & the AWU, this lasted almost an hour. The main action that resulted from this discussion was the CFMEU requesting that GBJV and the AWU consider terminating, then presumably re-negotiating, the Greenfield Agreement. The CFMEU Organisers then left for a safety walk with Ben & Gavin. Quinn & I had a separate continuation with the AWU Organisers. Meanwhile a crowd of CFMEU sympathisers had gathered at our Gate 1. When the AWU left, their vehicles were confronted by this group of protesters, who dispersed after a few minutes. I then jointed, the CFMEU Organisers for the remainder of the safety walk with Ben & Gavin. • No consultation with GBJV wages or any other subcontract personnel occurred. • No disruption to works occurred.

			• No requests for documentation were made. • The safety inspection noted some minor issues including: ○ potable water for the eye wash facility ○ housekeeping The project team are not requesting nor recommending any action nor support. It is, however, notable that in the last week there has been a discernible change in the CFMEU's personnel, attitude, and behaviour. We expect that this will continue in coming weeks.
29.	28 February 2024	DTMR.0001.0 004.6028	• Prior to Pre-Start, we observed many CFMEU personnel gathering in the Gym car park adjacent to Gate 1. We were also aware of a banner being unfurled on Kenmore Road overpass (image attached) Unlike most days, we locked our gates prior to Pre-Start to prevent them, and anyone that would normally park at site from entering. Pre-Start was held as normal; works began as normal. • At around 7:15am, we were provided with Right of Entry documentation from two CFMEU organisers. We were also aware that several individuals had gathered at our Gate 1 - not in the site, not on the road, partially on the ATP - who were displaying signs that were unfavourable to the project. Several signs were also placed along Sinnamon Road. • During the morning, several discussions were held with the CFMEU Organisers whose primary concerns were. ○ Engagement with our Piling subcontractor ○ Importation of steel ○ Manning of the marine cranes Each of these were dealt with successively in conversation. • The protesters remained at Gate 1 for the majority of the day, at least until 3pm.

			To my knowledge: ○ No consultation with GBJV wages or any other subcontract personnel occurred. ○ No disruption to works occurred other than a piling cage truck was diverted then returned; and, an inbound container of overhead gantry steel plus one that was already on-site were diverted to another facility for unpacking. Request for documentation was verbally made for: ○ the certification of the overhead gantry steelwork. ○ production of the safe work documentation for the crew commissioning the recently arrived marine crane. I understand that a s118 notice will be issued today. We expect that this will continue in coming weeks. As I write another, team of protesters has arrived. This time with their own shade tent.
30.	29 February 2024	DTMR.0041.0 001.0031	A team of CFMEU protesters has arrived at the front gate (Gate 1) on 29/02/2024 morning and left around 2pm in the afternoon. This time with their own shade tent. Placed placards at the front and along the Sinnamon Road.
31.	1 March 2024	DTMR.0041.0 001.0023	A team of CFMEU protesters has arrived at the front gate (Gate 1) on 01/03/2024 morning and left around 12pm in the afternoon. This time with their own shade tent. Placed a couple of placards at the front and along the Sinnamon Road.
32.	4 March 2024	DTMR.0001.0 001.0340	Chris & Peter, as advised yesterday, the CFMEU attended site at 1:00pm (Dean Matas and Dylan Howard as noted on the s484, as well as Hayden Turner-Davey who provided a Right of Entry notice) today for the purposes of consulting with workers. As we had already been rained off that morning most personnel - GBJV wages and some subcontracts - had concluded their lunch break and were waiting for them from 12:30pm. The session concluded at 1:30pm and the Organisers attending did not speak with either Gavin nor myself upon their departure. Nothing else to report: no safety inspection nor any request for documents."CFMEU attended site at 1:00pm (Dean Matas and Dylan Howard as noted on the s484, as well as Hayden Turner-Davey who provided a Right of Entry notice) today for the purposes of consulting with workers ... The session concluded at 1:30pm and the Organisers attending did not speak with either Gavin nor myself upon their departure. Nothing else to report: no safety inspection nor any request for documents."

33.	4 March 2024	DTMR.0041.0 001.0024	A team of CFMEU protesters has arrived at the front gate (Gate 1) on 04/03/2024 morning and left around 12pm in the afternoon. This time with their own shade tent. Placed a couple of placards at the front and along the Sinnamon Road.
34.	5 March 2024	DTMR.0041.0 001.0025	A team of CFMEU protesters has arrived at the front gate (Gate 1) on 05/03/2024 morning. This time with their own shade tent. Placed a couple of placards at the front and along the Sinnamon Road. CFMEU are coming to the site at 12:30pm under s484 notice (issued yesterday) to talk to GBJV direct employees.
35.	6 March 2024	DTMR.0001.0 001.0343	Chris & Peter, I got a query for how often the CFMEU sympathisers have been at our Gate 1. They are there again today and have been most weekdays since and including February 29 ie, five times. I am perfectly comfortable if TMR wishes to correct this by their own count.
36.	7 March 2024	DTMR.0041.0 001.0026	A team of CFMEU protesters has arrived at the front gate (Gate 1) on 07/03/2024 morning. This time with their own shade tent. Placed a couple of placards at the front and along the Sinnamon Road.
37.	8 March 2024	DTMR.0041.0 001.0027	A team of CFMEU protesters has arrived at the front gate (Gate 1) on 08/03/2024 morning. This time with their own shade tent. Placed a couple of placards at the front and along the Sinnamon Road.
38.	12 March 2024	DTMR.0001.0 006.4290	GBJV have advised couple of their work utes have been vandalised with CFMEU stickers being placed yesterday (12/03/2024) afternoon. Some photos attached below. Leigh has spoken with Mount Ommaney Police this afternoon and they advised for the custodians of these vehicles to file complaints via Police Link. Further to that, as per my teams message yesterday morning (12/03/2024), there was an un-permitted entry to northern Abutment by CFMEU. Addressed the steel fixing/formwork crew and 4-5 minor safety matters identified. Those items have been addressed and the CFMEU organiser left the site and works resumed.
39.	12 March 2024	DTMR.0001.0 006.4291	• CFMEU sympathisers at Gate 1 outside site. • CFMEU intruder to Abutment 8. BMD vehicles vandalised with CFMEU stickers. Also, roadside safety barriers, traffic signals, subcontractor's plant & equipment and, safety signage.
40.	13 March 2024	DTMR.0001.0 006.4292	Morning Chris & Peter, "as we're all aware we had the CFMEU blockade Gate 1 this morning. Summary:

			• 1st load of two loads steel arrived at 6:15am. • ~15 CFMEU personnel blocked the load causing traffic to immediately queue along Sinnamon Road. • Police were called by GBJV to assist entry of the load. • Gate 1 remained blocked, and traffic queued for some time. • We were aware of various radio stations broadcasting traffic alerts. • I did not see the 2nd load near Gate 1, but the driver reported that he was ‘bullied and harassed’ so therefore drove off. • A camera man was observed filming from the Golf Course side of Sinnamon Road, but I did not see this nor do I know which media organisation they are from. • Police ultimately directed the 1st load to leave site to release traffic. • Most of the CFMEU personnel dispersed but a few remain at Gate 1 • Later, the Notice attached was furnished to GBJV in relation to our Overhead Gantry Steel. The CFMEU believe that the steel is inherently ‘non-compliant’ as it has been fabricated overseas. They also believe that the project is exceeding \$300 million in value and is therefore eligible for BPIC+. If not, then the savings generated by from overseas fabrication has prevented the project from exceeding \$300 million. GBJV has been thwarted twice now from delivering this steel. Cutting of pile heads is due to commence March 18 and installation of this steel, thereafter. Trust that this is sufficient for now."
41.	13 March 2024	DTMR.0001.0 003.1315	• CFMEU sympathisers at Gate 1 outside site • CFMEU blockaded steel delivery resulting in Police attendance • Notice served by CFMEU requested documents.

42.	13 March 2024	DTMR.0001.004.6033	Sorry Chris, I meant to transmit this last week. It's filtered to just a few routes but the delay produced by the struck truck in the CFMEU blockade was ~7-minutes (maximum) for the Citybound traffic on Sinnamon Road.
43.	14 March 2024	DTMR.0001.003.1316	This morning, we had two CFMEU organisers attend our project office. • No consultation with GBJV wages or any other subcontract personnel occurred. • No disruption to works occurred other than the continued blockade of Gate 1. • No safety inspection took place. • Requests for documentation were made; GBJV legal advice is that these requests are not valid.
44.	14 March 2024	DTMR.0001.004.6005	CFMEU sympathisers at Gate 1 outside site.
45.	15 March 2024	DTMR.0001.001.0347	Are you aware of the CFMEU bloke that came on site last Friday at about 1140am, through gate 6, Abutment B, no PPE?
46.	15 March 2024	DTMR.0001.006.4297	CFMEU sympathisers at Gate 1 outside site.
47.	16 March 2024	DTMR.0001.003.1326	• CFMEU sympathisers camped in Gym car park adjacent to Gate 1
48.	18 March 2024	DTMR.0001.003.1330	During last night's bridge inspection works, Sead reported that two CFMEU Organisers entered the Compound and then walked along the ATP to 'talk with Traffic Controllers' • No reports of any safety inspection nor concerns. • No reports of any requests for documentation. • I understand that no disruption to works occurred. • Consultation with the Traffic Controllers from KPI took place (image below). This is the 2nd instance of an unauthorised entry in the past week following the transgression at Abutment B on March 12.

			Security camera image from 10:32pm, 18-Mar-24.
49.	18 March 2024	DTMR.0001.003.1329	- CFMEU sympathisers at Gate 1 outside site. - CFMEU unauthorised entry to Compound and then along the ATP during Night Shift - Overnight rain from Sunday disrupted night shift
50.	19 March 2024	DTMR.0038.001.0329	A team of CFMEU protesters has arrived at the front gate (Gate 1) on 19/03/2024 morning. This time with their own shade tent. Placed a couple of placards at the front and along the Sinnamon Road. In the afternoon (maybe from 3.30pm), there were about 10-15 members gathered outside the gate 1. No disruption to works. There is also from 12:51am, 19 March 2024. 16-minute video of CFMEU attired-personnel entering site, loitering, then interfering with a light tower. However, at 1.012 TB it is too large to transmit.
51.	19 March 2024	DTMR.0041.001.0028	A team of CFMEU protesters has arrived at the front gate (Gate 1) on 19/03/2024 morning. This time with their own shade tent. Placed a couple of placards at the front and along the Sinnamon Road. In the afternoon (maybe from 3.30pm), there were about 10-15 members gathered outside the gate 1. No disruption to works. There is also from 12:51am, 19 March 2024. 16-minute video of CFMEU attired-personnel entering site, loitering, then interfering with a light tower. However, at 1.012 TB it is too large to transmit.
52.	19 March 2024	DTMR.0001.006.4300	CFMEU sympathisers at Gate 1 outside site.
53.	20 March 2024	DTMR.0001.003.1334	CFMEU sympathisers at Gate 1 outside site.
54.	21 March 2024	DTMR.0001.004.6016	CFMEU sympathisers at Gate 1 outside site. WHSQ invited to site by GBJV to witness diving operations
55.	22 March 2024	DTMR.0001.004.6017	Reduced numbers of CFMEU sympathisers at Gate 1 outside site.
56.	23 March 2024	DTMR.0001.003.1335	CFMEU sympathisers at Gate 1 outside site.

57.	24 March 2024	DTMR.0001.0 003.1337	• CFMEU sympathisers at Gate 1 outside site.
58.	25 March 2024	DTMR.0001.0 004.6022	This morning, we had two CFMEU organisers attend our Site Compound. • Blockade of Gate 1 continues, day and night, weekend included. • No consultation with GBJV wages and minimal conversations with a few subcontract personnel occurred. • No formal safety inspection took place however observations were made about: ○ access / egress inside the partially hacked pile heads ○ cleanliness of the ATP surface ○ currency of fire extinguishers ○ JHA's covering the effects of wet weather ○ mud on access ways ○ on-site parking signage ○ security of the temporary fencing footings adjacent to the Pier 1 batter's hinge point ○ storage of industrial gases • No requests for documentation were made. • Some disruption to works occurred however, many activities were already paused due to inclement weather or, shutdown by midday.
59.	27 March 2024	DTMR.0001.0 004.6025	This morning, we had two CFMEU organisers attend our Site Compound just after Pre-Start: I wasn't present so did not speak with them. I understand that: • Brief consultation with GBJV wages and subcontract personnel occurred.

			• No disruption to works occurred due to inclement weather. • No formal safety inspection took place however observations were made about. • No requests for documentation were made.
60.	3 April 2024	DTMR.0001.004.5998	Please find the attached notice of entries which were issued on the Centenary Bridge Upgrade project this morning. The inspection was focussed on subcontractor Caporn, Items which were looked over include; • The generator in use on the Caporn barge required additional testing and tagging (out of date) • First aid kits were inspected along with barge facilities • Conversations held with Caporn workers Disruptions to work activities occurred over a hour and a half due to the generator requiring testing. Electricians arrived onsite at 09:45hrs to complete the testing, before operations recommence.
61.	16 April 2024	DTMR.0001.004.6012	Please see following the GBJV notes in relation to the unexpected CFMEU site visit on Tuesday 16 April 2024: • Mr Dean Reilly (CFMEU) was noticed walking on the ATP under Abutment A at 9:50am • Gavin Kenny (GBJV Superintendent) and Ben Weston (GBJV Safety Manager) walked to the Abutment A area to meet with Mr Reilly • Mr Reilly asked to look at the pre-start booklet for the Universal owned, Caporn hired crane in use at abutment A along with service records and operator VOC's. Specifically the 1,000hr service records. • Mr Reilly sat under the crane to stop it's use until the documentation was provided • Mr Reilly entered the site illegally site under S81.3 which only gives him the entitlement to enter the office and compound area but not the site. Mr Reilly has had his Commission issued entry permit revoked. • Mr Reilly viewed the documentation and left site around 12pm • Whilst the CFMEU were onsite, the steel fixers at Abutment A were told by GBJV to take an early smoko at 10am and did not return back to work until 12pm. Caporn were also unable to work during this duration due to Mr Reilly sitting under the crane.

62.	17 April 2024	DTMR.0001.0 003.1328	This morning we had two CFMEU organisers attend site and enter the project site without permits. Summary of the day is as follows: Consultation was held over requests for information on the two Caporn cranes. GBJV requested they leave site due to not having a lawful reason to be on site. Upon refusal, GBJV called the QPS to assist. QPS advised that they cannot remove personnel without direction in writing from WHSQ GBJV contacted WHSQ and requested the assistance of Inspectors WHSQ, GBJV and CFMEU convened a meeting and concluded issues were resolved. Disruption to southern landside piling, marine piling and pier 6 operations were experienced as a result of the CFMEU. • WHSQ advised that they deem the matter concluded.
63.	17 April 2024	DTMR.0001.0 006.4298	On nightshift last night we had Three CFMEU Organisers attend site, two persons held valid entry permits and presented S117 notices, the 3rd did not. Summary of events are as follows: • 8:10pm: 3 x CFMEU members arrived onsite, initial contact made at Gate 1 with Xristi Gibson (Minstaff), who then notified myself and Matt Kennedy of their presence. ○ Dylan Howard & Cody Budgeon both presented Entry notices ○ Aiden (?) didn't appear to have a valid permit, did not present valid Entry Notice • 8:15pm: Issues raised to GBJV team included: ○ Access and Egress (incl lighting) ○ Plant & Maintenance Records ○ Information Instruction and training provided to workers around safe systems of work • 8:30pm: GBJV Management instructed the Nightshift team to close the site as the shift crew is not resourced to provide adequate supervision whilst simultaneously managing IR matters.

			10:00pm All workers and CFMEU members vacated the site Disruption to Sinnamon Road Intersection Works were experienced as a result of the CFMEU Note that in light of this attention on Nigh-shift, GBJV will be deploying additional management resource to assist in maintaining work continuity should the CFMEU return.
64.	18 April 2024	DTMR.0001.003.1331	Please see following the GBJV notes in relation to the unexpected CFMEU site visit on Thursday 18 April 2024: - Mr Luke Gibson was noted parked outside gate 6 (Vidgen Lane) at 9:15am - Myself, Ben Weston (GBJV Safety Manager) and Ward Burdekin (Georgiou General Superintendent) drove to see him - By the time we got to site Mr Gibson was standing at the satellite site office (entering illegally onto site) - Ward asked Mr Gibson that he was not allowed in the site office area and was required to go to the main office to sign the visitors register - Mr Gibson stated he was onsite to follow up on yesterday's visit - Mr Gibson started to go through some minor safety related concerns with the site office (untidy electrical leads, urinal was flat with stagnant urine in it, clear walkway down the ramp) - Whilst we were there Mr Gibson noticed a site surveyor temporarily removing a temp fence by an edge drop. This was actioned immediately as it was unsafe. - Amicable discussions were had and Mr Gibson left site at 10:30am No works were interrupted during the time the CFMEU was onsite.
65.	23 April 2024	DTMR.0001.001.0350	Please see following the GBJV notes in relation to the unexpected CFMEU site visit on Tuesday 23 April 2024: Gate 1/Precast Yard - At approximately 7:30am, Mr Hayden Turner-Davey (CFMEU) arrived onsite through Gate 1 - Mr Turner-Davey was met by GBJV engaged IR consultants (Steve Lovewell and Grant Benson) requesting to sign the GBJV visitor register. Mr Turner-Davey would not.

			• Mr Turner-Davey gave a S117 form to Mr Lovewell and proceeded to start walking through the precast yard. The GBJV logistic coordinators tried to stop Mr Turner-Davey from entering the site without signing the visitor register. • Around 7:45am, Mr Dylan Howard (CFMEU) and Mr Matthew Vonhoff (CFMEU) arrived onsite through Gate 1 and also proceeded to walk through the precast yard. Again the GBJV logistic coordinators were stopping their progression without signing the GBJV visitor register. This created a bit of a melee. • Mr Howard and Mr Vonhoff gave their S117 forms to Mr Br Benson and continued to voice their opinion that they should be allowed onsite. • A number of discussions and negotiations were held between GBJV staff (note Mr Lovewell and Mr Benson shall be nominated as GBJV staff) and CFMEU members to sign the visitor register with the CFMEU members not willing to sign. • It was agreed by both parties that GBJV staff could fill in the visitor register with the names of the CFMEU members, however upon the initialling of the particular rules as set out in the visitors register, the CFMEU would not sign/initial their name agreeing to the rules. This continued for approx. 45mins. • At 8:11am, two x semi trucks arrived onsite with the gantry steel • At around 8:25am, QPS were called and 3x QPS members arrived onsite at 8:35am and commenced discussions between both parties. This continued for approximately 1.5hrs. • At 9:07am, Mr Gareth Davie (GBJV) called Workplace Health & Safety Queensland (WHSQ) and lodged a complaint. • At 9:50am GBJV tried to commence unloading of the steel and at 10:10am the crane company (Borgers) would not commence unloading without viewing the lift plan and the steel material composition results • Around 10:20am, QPS left site, citing that no infringement had taken place and they were told by their seniors to no longer attend • At 10:25am Borgers crane operator and dogman were shown the documentation by Mr Anthony Parlatto (GBJV) and Mr Davie. The steel was unloaded at 11:40am. • At 10:50am, Mr Jason Argent (WHSQ) and Mr John Azcue (WHSQ) both Senior Inspectors, arrived onsite • Discussions were held between WHSQ, GBJV and CFMEU members regarding signing the visitors register, various discussions continued for approx. 2.5 hours
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			• At 1:30pm after discussions stalled, the CFMEU members started to leave site. Mr Howard and Mr Vonhoff left site • At 1:40pm Mr Turner-Davey started walking across the precast yard towards the ATC and entered the Pier 1 work area. Mr Davie and Mr Quinn Murray (GBJV) followed. • Mr Turner-Davey left site at 2pm. • WHSQ Senior Inspectors Mr Argent and Mr Azcue left to attend to Vidgen Lane/Gate 6 Vidgen Lane - Gate 6 • At 10am, Mr Dean Mattas (CFMEU) and Mr Ben Cox (CFMEU) arrived through Gate 6 onto the work area at Vidgen Lane. • The CFMEU members were met by Mr Nick Willets (GBJV) at around 10:05am at the crib sheds and were asked to attend the GBJV site office on Sinnamon Road to sign the visitors register. Mr Mattas and Mr Cox gave Mr Willets their S117 forms who refused to accept it • The CFMEU continued to walk towards Abutment B and stopped GBJV's positrack from working on the crane pad and gave Mr Willets the two S117 forms whom accepted the forms at this stage • Members of the GBJV logistic coordinators were relocated from the precast yard to Vidgen Lane at 10:20am • GBJV logistic coordinators tried in vain to stop the CFMEU members from accessing the Pier 5 work area (pier 5/1 was programmed to be poured) • Discussions were held between both parties to try and understand the issues raised on the S117 forms. This went on for 1.5hours and were very heated. • At around 1:05pm Mr Mattas and Mr Cox sat down between the concrete pump and the concrete agitator restricting the unloading of the concrete. GBJV logistic coordinators tried to physically remove the CFMEU members. • At 2:30pm WHSQ Senior Inspectors Mr Argent and Mr Azcue arrived to site • Discussions were held regarding the perceived issues noted in the S117 forms, this went on for approx. 1.5hrs • At around 3pm, the concrete pour to pier 5/1 was abandoned • WHSQ Senior Inspectors and CFMEU members left site at 4pm
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			I trust this is sufficient information. Should you wish to contact me for more information, please contact me.
66.	29 April 2024	DTMR.0001.003.1341	As per my text message, "there are so many (14) CFMEU representatives at Site and they are within the site boundary(Project limits). GBJV has advised that no works will be happening at Site today due to so many CFMEU representatives and it could be unsafe for them. At the same time, we have 7 news crew members here. No one has spoken to 7 news crew. On Sinnamon Road parking (Infront of our site office), there are three police cars present too."
67.	29 April 2024	DTMR.0001.001.0356 (email) DTMR.0001.001.0357 (attachment)	Please see below answers to your queries regarding the Union visit yesterday 29/04/24. - How many CFMEU members visited Site. 20 - Dean Mattas, Hayden Turner-Davey, Matthew Vonhoff, Eben Cox, Dylan Howard, Cody Budgeon, Joshua Thompson, Hoani Edwards, Jamie Porter, Trevor Sinclair, Dean Reilly, Jade Ingham and 8 more organisers/youth group whom did not supply permits and were on site - What time they entered site, - First group of 7 entered site at 6:35am via the ATC and the pedestrian gate outside the prestart area 2 entered site at 6:45am through the ATC via Sinnamon Road 9 entered site between 6:45am and 7:15am, through the ATC via Amazon Park in 2/3 groups 1 (Dean Reilly) entered site at 8am (Vidgen Lane) 1 (Jade Ingham) did not physically enter site, but was within the ATC area from around 8:30am - How did they enter site? - As above (2) - Did they contact any one prior to entering site? - No contact - Was any paper work being produced?

			a. 10 x s117 entry notices were produced 6. Was any permit being presented? a. The CFMEU organisers were asked for their federal permits, however due to the large number of organisers, we did not view everyone's permits 7. How many of them entered site without paper work/permit a. 9 - 1 did not actually enter site (Jade Ingham stayed within the ATC) 8. What sort of arrangements were in place by GBJV to prevent this? Security officers, Police officers, WHS Representatives, Fencing arrangement, Detour arrangement, and so on? a. GBJV were in the process of securing the site with security, however due to the large number of CFMEU organisers coming from different locations, they were somewhat overrun and could not manage all entry/exit points b. The site was completely fenced off and some gates were locked c. Some CFMEU organisers jumped fences, broke fences to enter site d. Some CFMEU organisers entered site through unmanned pedestrian gates e. QPS were called and arrived to site between 7:40am (3x QPS) and 8am (4x QPS) 9. Did they enter site in one place or different times? a. As above (2) 10. When they entered site, were they in one group? Or different people running every where? a. As above (2) 11. What did they demand at Site? a. They wanted to access site to address generic perceived safety concerns, however they would not sign GBJV's visitor register, therefore they were denied entry to site, however illegally entered through areas noted in (8) 12. What did they have a look at site, I mean which activity?
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			a. They went to the 320T crane at Abutment A, Pier 1 area and were held in the precast yard up near the crossover point on the ATC 13. What about 7 news channel? Did any one speak or coordinate with them? What was the benefit of police/security guards there a. It appears (unsubstantiated) that CFMEU organised 7 and 10 news b. No GBJV staff member of subcontractor speak to the camera crews c. The security guards significantly restricted the CFMEU from entering the whole of site and locked down areas to ensure they could not access the majority of sites d. The QPS deescalated the situation however they would not remove the CFMEU organisers unless written documentation was supplied from WHSQ stating the CFMEU were onsite unlawfully 14. Can you summarise complete details of time and type of information they requested during their presence at Site? a. 10x s117's issued, requesting very generic access/egress concerns, unsafe work practices, edge protection. No specific work area identified which is required under the submission of a s117. 15. Who coordinated with them from GBJV? What was the coordination? a. GBJV Industrial Relations Rep (Grant Benson) liaised predominantly with CFMEU with Rob Pickard (BMD Qld GM), Ben Weston (GBJV Safety Manager), Leo Zuna (BMD Qld Safety Manager) and Gareth Davie (GBJV PD) liaising with them where appropriate 16. Any other point, I missed a. At 9:30am GBJV decided that due to the number of CFMEU organisers breaking fences and entering site unlawfully, the site was deemed unsafe for our staff to continue work and the site was shutdown for the remainder of the day. b. The CFMEU organisers continued discussions with GBJV reps and the QPS for a further 30mins 17. What time did they leave? a. CFMEU organisers and QPS all left site at 10am 18. Did all of them leave in one go? a. Yes, all CFMEU organisers left site together followed by the QPS
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			19. Did they get any information/paperwork from GBJV prior to leaving a. No paperwork was requested by the CFMEU and no information was give by any GBJV staff 20. Did they request for any information for upcoming activities? a. No paperwork was requested by the CFMEU for future activities 21. What`s our plan for future to prevent them from site? Security arrangement/Fencing/WHSQ/Police? a. All site gates will be manned by security from 5am in the morning and all gates locked b. Photographed Induction cards will be issued to all project staff c. Fences tightened and additional locks installed to restrict breaking the panels d. All gates locked at all times, only opened by security guards e. Additional security guards have been mobilised f. Additional fencing installed to further restrict access g. Additional CCTV cameras installed throughout site h. Reviewing gates - swipe card system Arrangements made with QPS to come to site upon escalation of tension with CFMEU organisers
68.	14 May 2024	DTMR.0001.003.1319	Please below a brief summary of the unexpected CFMEU Site Visit on Tuesday 14th May 2024. - At approx. 10:30am 2 x CFMEU Organisers entered the ATP via Sinnamon Road and walked up to the entrance to the site offices - Both CFMEU Organisers Mr Hayden Turner- Davey and Mr Jamie Porter issued S117's to enter site, however would not sign the GBJV's visitor register, therefore were not authorised to enter site - After 10mins of discussions, Mr Turner-Davey and Mr Porter walked down the active transport path (ATP) to the gate entrance which leads down to Abutment A

			• Mr Turner-Davey and Mr Porter positioned themselves on the ATP, in an attempt to stop concrete trucks accessing the concrete pour at Pier 1 • At approximately 11:45hrs the first concrete truck arrived on site, GBJV personnel directed Mr Turner-Davey and Mr Porter to move away from the exclusion zone which they refused. • GBJV Security formed a human shield and forced Mr Turner-Davey and Mr Porter out of the exclusion zone, allowing the concrete trucks to enter the work zone • From 11:30am CFMEU members commenced congregating in the gym carpark adjacent to site • At approx. 1:30pm around 40 CFMEU members blockaded the front of the Gate 1 and stopped the entry of one concrete truck • At 1:30pm GBJV put the concrete pour on hold • A further 10-12 CFMEU Organisers walked along the ATP to the gate entrance to Abutment A • GBJV phoned QPS to attend site at 1:30pm and 2x QPS arrived onsite at 1:45pm with another 2x QPS arriving 5 mins later and another 2x QPS arriving at approx. 2pm • At around 2:15pm WHSQ Inspectors Mr Jason Argent and Mr Ravi XX? Attempted to enter site through Gate 1 and were stopped by the CFMEU blockade • At 2:20pm WHSQ Inspectors Mr Jason Argent and Mr Ravi XX? arrived onsite • The CFMEU blockade continued to stop a further 3x concrete trucks from entering Gate 1 with the last 2x trucks refused entry at approx. 3pm • QPS issued “move-on” orders to the blockade, however did not have enough resources to arrest all 40 CFMEU members • From 3pm to 3:30pm WHSQ inspectors went to Pier 1 to review the S117’s without any concern over the concrete pour and concrete pump • From 3:30pm to 4pm WHSQ inspectors continued to inspect the site and issued 1x Safety Improvement Notice for incorrect edge protection • Around 4:15pm all CFMEU members and organisers left the site area
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			i. 4:45pm WHSQ left site
69.	14 June 2024	DTMR.0001.003.1320	Please find below a chronology of the events surrounding the attendance of the CFMEU to CBUP on Friday 14 June 2024 • CFMEU organisers Hayden Turner, Matthew Vonhoff and Eben Cox arrived onsite at 09:00hrs and produced s117 notices • The three organisers signed into rapid access as visitors in accordance with GBJV procedure • GBJV were advised by organisers that they had called WHSQ to attend site (they arrived at approx. 10:30hrs) • Discussions held about the validity of their notices (not specifying their concerns, open ended) • Discussions held about the ATP and worker / pedestrian / cyclist interaction • Discussions were held regarding the scaffold access at Pier 6. Minor issue raised with sole board missing - rectified while WHSQ were present • Documentation was requested from the organisers. They asked to see the project emergency management plan and an emergency drill. After authorisation was given from head office, photos of these documents were allowed to be taken. • At approximately 13:45hrs both WHSQ and Union left site. • No Improvement Notices were issued • Please let me know should you require anything further.
70.	2 July 2024	DTMR.0001.004.5995	Please find attached Notice of Entry supplied by CFMEU Organisers today. Summary of events as below: • 12.30pm - CFMEU Organisers Dylan Howard and Cameron Paul attended site and produced s177 notices of entry • 12.40pm - site inductions concluded and organisers were escorted through the safe areas of site by Ben Weston, Andrew Went and Grant Benson ○ Discussions were held regarding access to the 320T crawler crane ○ Discussions were held regarding the use of hi-ab trucks ○ No requests to talk to the workers were made

			○ No requests for documentation were made ○ No attendance by WHSQ and/or QPS 1.20pm - site tour concluded and organisers vacated the project site
71.	3 July 2024	DTMR.0001.001.0337	Please find attached Notice of Entry supplied by CFMEU Organisers today. Summary of events as below: • 7.40am - CFMEU Organisers Hayden Turner-Davey and Cameron Paul attended site and produced s177 notices of entry • 8:00am - site inductions concluded and organisers were escorted through the safe areas of site by Ben Weston, Andrew Went and Grant Benson ○ Discussions were held regarding access to the 320T crawler crane ○ Discussions were held regarding puddles in work areas leading to the pontoons ○ No requests to talk to the workers were made ○ No requests for documentation were made ○ No attendance by WHSQ and/or QPS 9.20am - site tour concluded and organisers vacated the project site
72.	10 July 2024	DTMR.0001.006.4285	<u>CFMEU visit</u> GBJV personnel present Ben Weston Grant Benson Steve Lovewell Andrew Went

		On arrival GBJV personnel went through process of having organisers scan through Rapid Access then had conversations with both organisers regarding site visitor rules. Discussion had with both organisers as to the clarity of their 119 (Notice) each notice was very broad in content and not identifying suspected contraventions. Initially neither Turner-Davey or Budgeon knew which act they were entering under or the suspicion they had. Eventually each organiser identified the issues they were wishing to enter to make inquiries into and the locations –Ben Weston stated he knew what they were wanting to look at and the location and eventually had the organisers agreeing to what they wanted. At this stage they both produced their permits – Federal and State – Lovewell noticed on the rear of each Federal Permit a condition that stated “It is a condition of entry by the permit holder “Name” that they must complete a course concerning the rights of entry and lodge a certificate of completion prior to exercising their rights” (or words to this affect) Lovewell questioned them on this and stated that according to the condition they must have lodged their certificate of completion – they advised they had – Lovewell asked where is the confirmation of this? How do we know you have done this? Turner-Davey said go check the web site. Further conversations about this – Lovewell then said – “Look I think we will take you on your word that you have lodged this but I will be checking this for the next time you come on. If you need to have this certificate with you we could refuse you entry if you don’t have it” But for today we will take you on your word. Lovewell had a conversation with them concerning it should be their obligation to provide this rather than we having to search. Further discussion relating to entry Both Turner- Davey and Budgeon refused rule 12 – to not video record while on site stating that there is no legislation that prohibits this and the fact that police and whs inspectors video so why can’t they. Lovewell had discussions with both relating to this stating that both these agencies actually have legislative power that allows them to photograph or record. And in fact unions in Canberra actually have a section 118 A which allows organisers to take videos and photos of work practices that are directly relevant to the issue. Here in Qld there is no such power. Further that there is a Federal court ruling that states where a section such as 118 is so precise about what people can do, and it is absent on other areas, then those areas are deemed not to be able to be completed.
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			Further discussions then had with regards the rights of Turner-Davey and Budgeon to enter site with their body cameras on. Entry was not refused however entry was allowed on the condition that both organisers adhered to reasonable site rules regarding the recording. Each organiser was asked to put their cameras in their pockets and entry would be affected and the issues they have raised looked at Lengthy discussions had with both about the rights to record – Lovewell spoke to Damian regarding this. Lovewell spoke to Weston – advised that it would be reasonable to take each organiser on Both organisers stated that in their opinion it wasn't reasonable and after some further discussion both Turner – Davey and Budgeon stated that they would not be turning off their Body Worn cameras as a condition of entry. Entry to site was unable to be facilitated at this time and a dispute raised surrounding both Turner-Davey and Budgeon refusing to following the site rules pertaining to not recording video or photos whilst on site. Both organisers then left site <u>AWU visit</u> Jamie McQueen (AWU representative) attended site and had a conversation to a small group of workers about membership. The meeting took place following 'smoko' and lasted approximately 15 minutes. Mr McQueen left site following the meeting. No request for documentation or to inspect site.
73.	10 July 2024	DTMR.0001.003.1310	Please see attached NOE and description of CFMEU visit on 10/07/24. <u>Date of Entry</u> - 10/07/2024 <u>Arrival Time</u> - 11:15hrs <u>Departure Time</u> - 12:40hrs <u>Project</u> - Centenary Bridge Upgrade <u>Work areas reviewed during inspection</u> - Union organisers did not enter any work areas. Conversation conducted at the entry gate to the main office. <u>Video / photo evidence taken</u> - Video footage was taken via body cams which were worn by the two GBJV industrial relation representatives (Steve and Grant)

			<u>Industrial Association</u> - CFMEU <u>Union Official(s)</u> - Hayden Turner Davey, Cody Budgeon. <u>GBJV Personnel</u> - Ben Weston, Andrew Went. <u>Subcontractor Personnel</u> - No interaction with subcontractors. <u>Authorising Act</u> - Work Health and Safety Act 2011 ("WHS Act") <u>Act Provisions</u> - s117 - Entry to inquire into suspected safety contraventions <u>Entry Authorisation</u> - Denied <u>If entry refused, reason for refusal</u> - Union organisers refused to turn off bodycams while onsite as per project site rule #12. <u>WHSQ Inspector Attendance</u> - No WHSQ Enforcement Notice(s) Nil <u>Law Enforcement</u> - Nil <u>Briefing of events</u> Two Union Organisers (UOs - Hayden Turner-Davey and Cody Budgeon) arrived at the site office (213 Sinnamon Rd) at 11:15 hrs and were greeted by the GBJV safety manager, along with the Logistic Coordinators (LCs) and the Industrial Relations Representative (IRR). The UOs registered as visitors and were informed of the project site rules posted on the front fence. Subsequently, they presented their permits and provided an s117 entry notice. Although the entry notice lacked specificity, they could verbally specify the locations and activities of concern. It was agreed that the inspection would proceed on the condition that they disable their bodycams, in accordance with site rule #12. The discussion regarding the use of video recording devices lasted about an hour. Unable to reach a resolution, the UOs claimed that GBJV personnel were obstructing / hindering them and decided to leave the site at 12:30 hrs.
74.	29 July 2024	DTMR.0001.003.1339	Please refer attached S117 and below summary of CFMEU interactions today. - At approximately 10am today CFMEU Organiser presented to the project office with a S117 entry permit. - CFMEU Organiser complied with site requirements and as such a site inspection was conducted by GBJV Safety and IR team

			• Queries raised by the CFMEU were related to the following: ○ EWP spotters for rescue operations ○ Sole plates on scaffold systems ○ Housekeeping on scaffold walkways • Inspection concluded at 12pm. No attendance from WHSQ or QPS.
75.	30 July 2024	DTMR.0001.001.0355	Apologies for the delay in this notification, however it took some time to discern the details of the events that transpired yesterday morning. At approximately 5.45am yesterday morning, personnel from the GBJV Steel Subcontractor, Mulherrins, were met by a CFMEU Organiser on their way into the project site (notionally in the gym carpark). The CFMEU organiser advised the project personnel that they would be expected to contribute financial assistance to the CFMEU in support of the Industrial Action being taken at one of the other significant state infrastructure developments. The discussion became heated and was observed by a number of GBJV direct employees. The CFMEU Organiser vacated the site at approximately 6.15am. The Mulherrins personnel attended prestart and were visibly distressed by the discussions. Following consultation with the GBJV Superintendent they proceeded with conducting their works for the day. GBJV personnel did not recognise the CFMEU Organiser.
76.	12 September 2024	DTMR.0001.003.1314	Please refer below summary of today's events surrounding the CFMEU attendance to CBUP: <u>Date of Entry</u> - 12/09/2024 <u>Arrival Time</u> - 07:55hrs <u>Departure Time</u> - 09:31hrs <u>Work areas reviewed during inspection</u> - Northern side of the project, Abutment B work area. <u>Video / photo evidence taken</u> - Video footage was taken via body cams (Ben Weston & Grant Benson). <u>Industrial Association</u> - CFMEU

		<u>Union Official(s)</u> - Dean Mattas / Corey Taylor <u>GBJV Personnel</u> - Ben Weston, Grant Benson. <u>Subcontractor Personnel</u> - Nil <u>Authorising Act</u> - Work Health and Safety Act 2011 ("WHS Act") <u>Act Provisions</u> - s117 - Entry to inquire into suspected safety contraventions <u>Entry Authorisation</u> - Permitted <u>If entry refused, reason for refusal</u> - Union organisers refused following refusal to abide to GBJV site rule 12. <u>WHSQ Inspector Attendance</u> - Nil <u>Briefing of events</u> - • Union Organisers (UO) Dean Mattas and Corey Taylor attended the site office (213 Sinnamon Rd) at 07:55hrs and were met by GBJV personnel. The two UO's presented their permits and provided s117 entry notice to GBJV personnel. • UO's complete a visitor induction before the issues raised on the notice of entry (NOE) were address. • Initially the UO's stated they would abide by all site rules including rule 12 (not to film or take photos onsite. • UO's and GBJV left main office and attended the Vidgen lane work area in two separate vehicles. • On arrival to Vidgen lane the UO's parked their vehicle in the site compound car park and exited their vehicle with body cams. • GBJV personnel stated that filming onsite was not allowed, as per rule 12. • UO's were asked to leave site due to the breach to company procedures. • Following a 10-minute conversation on the topic the UO's left site and parked at the entry gate to Vidgen Lane. • Following advice from senior management, the UO's were given a second chance to again enter site and observe the area of their concern (incident scene). • UO's were escorted to the area of concern at which point immediately commenced taking photos of the incident scene.
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			• GBJV personnel requested UO's to vacate the site following another breach of company policy. Subsequently, they began recording videos on their personal phones of the GBJV workers, providing commentary as they did so. • After approximately 20 minutes of repeatedly asking the UO's to leave site, they complied. • The interaction ended at 09:31hrs
77.	5 February 2025	DTMR.0001.006.4309	Please see below Union Site Entry Report from the GBJV Centenary Bridge Upgrade Project: Date of Entry - 05/02/2025 Arrival Time - 10:45hrs Departure Time - 12:00hrs Project - Centenary Bridge Upgrade Work areas reviewed during inspection - Pre-Cast Yard and the Span 7, Abutment B. Video / photo evidence taken - Video footage was taken via body cams which were worn by Ben Weston and Grant Benson. Industrial Association - CFMEU Union Official(s) - Cody Budgeon, Brodie Wood GBJV Personnel - Ben Weston, Dean Searle, Adrian Burrowes, Grant Benson Subcontractor Personnel - No subcontractors spoken to during the inspection. Authorising Act - Work Health and Safety Act 2011 ("WHS Act") Act Provisions - s117 - Entry to inquire into suspected safety contraventions Entry Authorisation - Permitted If entry refused, reason for refusal - Nil WHSQ Inspector Attendance - Nil WHSQ Enforcement Notice(s) issued – Nil

			Briefing on Events Union Organizers, Mr. Budgeon and Mr. Wood, arrived at the site office located at 213 Sinnamon Road at approximately 10:45 hours. They were greeted by the GBJV Logistics Coordinators, Industrial Relations Representative, and Safety personnel. The Union Organisers had submitted the s117 entry notice 24 hours prior to their visit. The entry notice outlined concerns regarding potential safety violations, specifically issues related to working at heights on girders in the precast yard, as well as concerns regarding non-compliant handrails on the northern abutment, Span 7. The Union Organisers elaborated on these points upon request before being granted access to the site. The initial inspection focused on the girders within the precast yard, where discussions centered around the protocols for safely accessing the tops of girders and securing connections to the static line. The Union Organisers inquired about how workers were trained to follow these procedures. It was explained that training is provided through the site induction process, the precast yard induction, Work Method Statements (WMS) for working at heights, WMS for the precast yard, and additional training conducted during pre-start and toolbox talks. The Union Organisers requested evidence to confirm that workers, when connected to the static line via an inertia reel, are restricted from approaching the edge of the girder. Evidence to confirm the current process which is in place is adequate is being complied to submit at a later date. After completing the inspection of the precast yard, the Union Organisers accompanied GBJV personnel to Abutment B to address concerns regarding the handrails on Span 7. The Union Organisers raised questions about the process of landing parapets, noting that while traveling along the Centenary Motorway, they observed workers leaning over the edge of the deck without complaint handrails during this activity. They were asked if they could provide photographic evidence of this observation, but they were unable to do so. A conversation with the structure supervisor confirmed that handrails were in place during the activity in question.
78.	11 February 2025	DTMR.0001.0 004.6036	Please see below Union Site Entry Report from the GBJV Centenary Bridge Upgrade Project: <u>Date of Entry</u> - 11/02/2025 <u>Arrival Time</u> - 08:00hrs <u>Departure Time</u> - 09:00hrs <u>Project</u> - Centenary Bridge Upgrade <u>Work areas reviewed during inspection</u> - Pre-Cast Yard Girders

		<u>Video / photo evidence taken</u> - Video footage was taken via body cams which were worn by Ben Weston and Grant Benson. (Saved on project safety folder if required) <u>Industrial Association</u> - CFMEU <u>Union Official(s)</u> - Cody Budgeon, Joseph Pryor <u>GBJV Personnel</u> - Ben Weston, Grant Benson, Dean Searle <u>Subcontractor Personnel</u> - No subcontractors spoken to during the inspection. <u>Authorising Act</u> - Work Health and Safety Act 2011 ("WHS Act") <u>Act Provisions</u> - s117 - Entry to inquire into suspected safety contraventions <u>Entry Authorisation</u> - Permitted <u>If entry refused, reason for refusal</u> - Nil <u>WHSQ Inspector Attendance</u> - Nil <u>WHSQ Enforcement Notice(s) issued</u> – Nil Briefing on Site Visit by Union Organisers At approximately 08:00 hours, Union Organisers, Mr. Budgeon and Mr. Pryor, arrived at the site office located at 213 Sinnamon Road. They were received by representatives from GBJV Logistics, including Industrial Relations and Safety personnel. Prior to their visit, the Union Organisers had submitted a valid s117 entry notice, as required, which outlined their intention to inspect the site for suspected safety contraventions related to working at heights on girders in the precast yard. These concerns were initially raised during their previous site visit on 5 February 2025. Upon arrival, the Union Organisers reviewed and discussed the specific safety concerns with site representatives, after which they were granted access to the site. As a prerequisite to accessing the work area, they examined relevant documentation, including certification for anchor points used to secure working at heights equipment, such as lanyards and inertia reels. The Union Organisers confirmed that the documentation was compliant and suitable for its intended purpose.
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			Following the documentary review, a site inspection was conducted in the precast yard, focusing on the girders in question. The Union Organisers expressed satisfaction with the existing safety controls in place. Additional discussions were held regarding potential future site visits by the Union Organisers, under the provisions of s117, to review procedures related to the implementation of parapets and modifications to handrails during the installation process. The site visit and discussions concluded at 09:00 hours, at which point the Union Organisers departed the site.
79.	28 February 2025	DTMR.0001.0 001.0361	Please see below Union Site Entry Report from the GBJV Centenary Bridge Upgrade Project: <u>Date of Entry</u> - 28/02/2025 <u>Arrival Time</u> - 11:00hrs <u>Departure Time</u> - 11:30hrs <u>Project</u> - Centenary Bridge Upgrade <u>Work areas reviewed during inspection</u> - No work areas inspected. Discussion with workers in crib hut only. <u>Video / photo evidence taken</u> - Video footage was taken via body cam. <u>Industrial Association</u> - CFMEU <u>Union Official(s)</u> - Cody Budgeon and Corey Taylor <u>GBJV Personnel</u> - Ben Weston, Gary Samuel <u>Subcontractor Personnel</u> - Niepe Constructions <u>Authorising Act</u> - Work Health and Safety Act 2011 ("WHS Act") <u>Act Provisions</u> - Section 484 of the Fair Work Act 2009 <u>Entry Authorisation</u> - Permitted <u>If entry refused, reason for refusal</u> - Non-Applicable <u>WHSQ Inspector Attendance</u> - Non-Applicable

			WHSQ Enforcement Notice(s) issued – Nil <u>Event Briefing: Union Organisers Visit</u> Union Organisers (UOs) Mr. Budgeon and Mr. Taylor arrived at the site office located at 213 Sinnamon Road at 11:00 hours and were greeted by personnel from GBJV. The UOs presented their permits and submitted the 484 entry notice to the GBJV staff, subsequently completing the visitor induction process. The purpose of their visit was to engage in discussions with workers during their lunch break. Following the induction, the UOs were escorted to the crib room at the gantry offices, where they met with ten workers from the subcontracting company, Niepe. The discussion lasted for approximately 30 minutes, after which the UOs were escorted off-site. Throughout the entire interaction, both organisers conducted themselves at an expectable manner.
80.	18 March 2025	DTMR.0001.001.0359	Please see below information related to union interaction today, <u>Date of Entry</u> - 18/05/2024 <u>Arrival Time</u> - 10:30hrs <u>Departure Time</u> - 14:40hrs <u>Project</u> - Centenary Bridge Upgrade <u>Work areas reviewed during inspection</u> - Pier 1 and Span 1 deck. <u>Video / photo evidence taken</u> - Video footage was taken via body cams and phones. <u>Industrial Association</u> - CFMEU <u>Union Official(s)</u> - Cody Budgen, Joesph Pryor <u>GBJV Personnel</u> - Ben Weston, Grant Benson. <u>Subcontractor Personnel</u> - Non-Applicable <u>Authorising Act</u> - Work Health and Safety Act 2011 ("WHS Act") <u>Act Provisions</u> - s117 - Entry to inquire into suspected safety contraventions

		<u>Entry Authorisation</u> - Permitted <u>If entry refused, reason for refusal</u> - Non-Applicable <u>WHSQ Inspector Attendance</u> - John Azcune and Sione Langi WHSQ Enforcement Notice(s) issued - Nil Summary of Events: Union Organisers, Mr. Budgen and Mr. Pryor, arrived at the site office located at 213 Sinnamon Road at 10:30 hrs, where they were greeted by GBJV personnel. The union officials presented their permits and provided a Section 117 entry notice to GBJV representatives, subsequently signing into the Rapid Access system. During the initial interaction, the union officials were asked to elaborate on the concerns raised in the notice. Following this discussion, they were escorted to Span 1, near the gantry crane. The primary issue presented by the union officials involved the necessity for a secondary access point to the Span 1 deck. GBJV personnel contested this statement, stating compliance with the formwork code of practice. This dialogue continued for approximately 40 minutes without resolution, leading the union officials to express their intention to contact the regulator. After further discussion, both parties agreed to address the second item in the notice regarding access and egress to Pier 1. Upon inspection, the union officials did not identify any issues which couldn't be closed on the spot. Therefore, a mutual decision was reached to suspend the inspection while the union officials awaited the regulator's arrival, which occurred approximately one and a half hours later. The regulator arrived at approximately 13:45 hrs, engaged in discussions with the union officials, and reviewed photos showing the areas of concern that had been submitted via the CFMEU safety hotline by a worker on-site. Following this, the regulators proceeded to the front gate for discussions with the GBJV safety manager and industrial relations representative before being escorted to Span 1 to evaluate the alleged safety contravention. During the visit to Span 1, a dialogue commenced where it was reiterated that GBJV was comfortable with the existing arrangement of one stairway access to the span 1 deck and had established documented emergency procedures for the safe evacuation of workers via two methods. However, Mr. Azcune emphasized that best practices required two access points. In response, I reiterated that the Code of Practice does not mandate the presence of two access points where not applicable, and the wording was 'should and not 'shall' have two points of access. After approximately 40 minutes of discussion, it was ultimately agreed that an additional access staircase would be constructed, which I believe would mitigate the issuing of a formal notice from the department. The meeting concluded shortly thereafter, with the regulator and union officials departing the site at approximately 1440hrs.
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81.	20 May 2025	DTMR.0001.004.6041	At 10:30 AM, Union Organisers Corey Taylor and Hoani Edwards visited the Centenary Bridge Upgrade project under section 484 of the Fair Work Act to hold discussions with subcontracting company Niepe. The meeting took place in a crib room at the pre-start area and lasted approximately 30 minutes. Following the discussion, the union organisers departed the site at 11:05 AM. The visit did not raise any safety concerns.
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From: Francisca P Knight [REDACTED]
Sent: Mon 29/05/2023 6:56:14 AM (UTC)
To: Jessica D Crago [REDACTED]
Cc: Damitha A Peiris [REDACTED] Ian K Gahoy [REDACTED]
Subject: FW: CN-13712 Centenary Bridge Upgrade - CFMEU visit

Jess

Here the correspondence received from the contractor about the union visit this morning.

Fran Knight

Project Director (Centenary Bridge Upgrade)
 Metropolitan Region
 Department of Transport and Main Roads

[REDACTED]
 1 University Drive – Nathan Depot | Nathan Qld 4111
 PO Box 70 | Spring Hill Qld 4004

www.tmr.qld.gov.au

From: Leigh Hahn <[REDACTED]>
Sent: Monday, 29 May 2023 4:46 PM
To: Chris DEMARTINI <[REDACTED]> Peter KONECNY <[REDACTED]>
Cc: CBUPTeam <CBUPTeam@tmr.qld.gov.au>; David OEI <[REDACTED]> Benjamin Weston <[REDACTED]>
 <[REDACTED]> Berry Freshney <[REDACTED]>
 Gavin Kenny <[REDACTED]> Mathew Quay-Verlander <Mathew.Quay-Verlander@tmr.qld.gov.au>
 <[REDACTED]> Quinn Murray <[REDACTED]> Rex Clarke <[REDACTED]>
 <[REDACTED]> Sean Donald <[REDACTED]>
Subject: CN-13712 Centenary Bridge Upgrade - CFMEU visit

Hi Chris & Peter, further to text messages earlier today.

GBJV had a visit to the interim Site Compound this morning (around 10am) from someone who identified themselves as Dean Riley, CFMEU Organiser.
 Dean reported that he was in receipt of a complaint / query regarding workplace health & safety at our project: he did not identify what, where or from whom.
 After further conversation with Gavin & Ben, Dean stated the safety concern related to “the whole job”

Dean was on-site for approximately 45-minutes, was under escort along the Active Transport Path by Ben & Gavin, to Span 1 and back.

- No requests for documentation.
- No safety inspection.
- No significant concerns raised.
- No specific comments made.
- Only casual conversation with a few with workers in the Lunch Room ie, < 2 minutes

Our understanding is that Dean (and/or his colleagues) will return regularly.



Leigh Hahn
Project Director
Georgiou BMD Joint Venture (GBJV)

[REDACTED]
213 Sinnamon Road, Jindalee QLD 4074
PO Box 197 Wynnum Qld 4178



From: Leigh Hahn [REDACTED]
Sent: Wed 28/06/2023 12:36:30 AM (UTC)
To: Peter KONECNY [REDACTED]
Cc: CBUPTeam [REDACTED] Chris
DEMARTINI [REDACTED] David OEI [REDACTED]
Benjamin Weston [REDACTED] Berry
Freshney [REDACTED] Gavin
Kenny [REDACTED] Mathew Quay-
Verlander [REDACTED] Quinn
Murray [REDACTED] Rex
Clarke [REDACTED] Sean
Donald [REDACTED]
Subject: CN-13712 Centenary Bridge Upgrade - CFMEU visit

Hi Peter, further to text message earlier today to you & Fran.
GBJV had a visit to the interim Site Compound this morning (around 8:30am) from Dean Riley, CFMEU
Organiser.

Dean held an informal conversation with Gavin & myself off-site which, centred upon the
engagement of Traffic Control providers.
This is reflective a continued concern of the applicability of BPIC to the Traffic Controllers.

Dean was subsequently escorted by Gavin along the Active Transport Path to converse with Traffic
Controllers.

- No requests for documentation were made.
- No safety inspection conducted.
- No significant concerns raised.
- No specific comments made.

Our understanding is that Dean (and/or his colleagues) will return regularly.



Leigh Hahn
Project Director
Georgiou BMD Joint Venture (GBJV)

[REDACTED]
213 Sinnamon Road, Jindalee QLD 4074
PO Box 197 Wynnum Qld 4178

Centenary Bridge Upgrade Project

From: Leigh Hahn [REDACTED]
Sent: Mon 10/07/2023 10:53:32 PM (UTC)
To: Chris DEMARTINI [REDACTED] Peter KONECNY [REDACTED]
Cc: CBUPTeam [REDACTED] David OEI [REDACTED] Benjamin Weston [REDACTED] Gavin Kenny [REDACTED] Mathew Quay-Verlander [REDACTED] Quinn Murray [REDACTED] Rex Clarke [REDACTED] Sean Donald [REDACTED]
Subject: CN-13712 Centenary Bridge Upgrade - CFMEU Visit, Night Shift July 10

Hi Chris & Peter,

GBJV had a visit from the CFMEU during last night's shift at around 8:30pm - no Right of Entry documentation was submitted.

The CFMEU representative, stated that he had a phone call from an Altus employee saying that there were some safety concerns onsite.

- As I understand it the CFMEU representative did not contact either our Engineer nor our Supervisor
- No safety inspection but the TGS reviewed as well as the work zone layout; no apparent amendments to either the TGS, work zone or work practices as a result
- There was a conversation with the Altus crew, which GBJV were not privy too

Thanks,



Leigh Hahn
Project Director
Georgiou BMD Joint Venture (GBJV)

[REDACTED]
213 Sinnamon Road, Jindalee QLD 4074
PO Box 197 Wynnum Qld 4178

Centenary Bridge Upgrade Project

From: Leigh Hahn [REDACTED]
Sent: Mon 24/07/2023 4:10:55 AM (UTC)
To: Chris DEMARTINI [REDACTED] Peter KONECNY [REDACTED]
Cc: CBUPTeam[CBUPTeam@tmr.qld.gov.au]; David OEI [REDACTED] Ben Weston [REDACTED] Gavin Kenny [REDACTED] Mathew Quay-Verlander [REDACTED] Quinn Murray [REDACTED] Rex Clarke [REDACTED] Sean Donald [REDACTED]
Subject: CN-13712 Centenary Bridge Upgrade - CFMEU Visit, July 24

Hi Chris & Peter,

GBJV had a visit from the CFMEU during today's shift from around 11:30am - no Right of Entry documentation was submitted.

As per previous visits, the CFMEU representative was most interested in the Traffic Controllers from Altus.

- There were conversations with the Altus crew, which GBJV were not privy too
- No specific comments made.
- No significant concerns raised.
- No safety inspection other than querying the break provisions for the Traffic Controllers
- No requests for documentation were made.

Thanks,



Leigh Hahn
Project Director
Georgiou BMD Joint Venture (GBJV)

[REDACTED]
213 Sinnamon Road, Jindalee QLD 4074
PO Box 197 Wynnum Qld 4178

Centenary Bridge Upgrade Project

From: Francisca P Knight [REDACTED]
Sent: Tue 25/07/2023 5:48:12 AM (UTC)
To: Ian K Gahoy [REDACTED]
Cc: Damitha A Peiris [REDACTED]
Subject: CFMEU visit to 201 Kenmore Road

Ian

As discussed, we had a visit from CFMEU rep at 201 Kenmore Road at lunchtime today. Below are the details:

Today, Dean Rielly from CFMEU came by to 201 Kenmore Road. He spoke to Geoff Hewton and Faiz Rahmansyah briefly, asking whether he could speak to TMR Project Manager. Both Damitha and I were out on lunch at the time. He asked for a project contact card but as there was none available at the time, he dropped off his card, asking that it be passed on.

Fran P. Knight

Project Director (Centenary Bridge Upgrade)

Metropolitan Region

Department of Transport and Main Roads

[REDACTED]
1 University Drive – Nathan Depot | Nathan Qld 4111
PO Box 70 | Spring Hill Qld 4004

www.tmr.qld.gov.au

From: Leigh Hahn [REDACTED]
Sent: Tue 22/08/2023 3:53:43 AM (UTC)
To: Chris DEMARTINI [REDACTED] Peter KONECNY [REDACTED]
Cc: CBUPTeam [REDACTED] David OEI [REDACTED] Ben Weston [REDACTED] Gary Grant [REDACTED] Gavin [REDACTED] Kenny [REDACTED] Mathew Quay-Verlander [REDACTED] Quinn Murray [REDACTED] Rex Clarke [REDACTED] Sean Donald [REDACTED]
Subject: CN-13712 Centenary Bridge Upgrade - CFMEU Visit, August 22

Hi Chris & Peter,

GBJV had a visit from the CFMEU during today's shift from around 12:30pm - no Right of Entry documentation was submitted.

As per previous visits, the CFMEU representative was most concerned in the Traffic Controllers from Altus.

- There were conversations with the Altus crew.
- No specific comments made about our project were made other than a generic statement that actions are being planned at projects where Altus is present.
- No requests for documentation were made.

Thanks,



Leigh Hahn
Project Director
Georgiou BMD Joint Venture (GBJV)

[REDACTED]
213 Sinnamon Road, Jindalee QLD 4074
PO Box 197 Wynnum Qld 4178



From: Leigh Hahn [REDACTED]
Sent: Tue 29/08/2023 5:45:26 AM (UTC)
To: Chris DEMARTINI [REDACTED] Peter KONECNY [REDACTED]
Cc: CBUPTeam[CBUPTeam@tmr.qld.gov.au]; David OEI [REDACTED] Ben Weston [REDACTED] Berry Freshney [REDACTED] Gary Grant [REDACTED] Gavin Kenny [REDACTED] Mathew Quay-Verlander [REDACTED] Quinn Murray [REDACTED] Rex Clarke [REDACTED] Sean Donald [REDACTED]
Subject: CN-13712 Centenary Bridge Upgrade - CFMEU Visit, August 29

Hi Chris & Peter,

GBJV had another informal visit from the CFMEU during today's shift at around 1:30pm - no Right of Entry documentation was submitted.

As per previous visits, the CFMEU representative was most concerned regarding our Traffic Control provider, Altus.

- There were not any conversations with Altus crew members.
- No specific comments were made about our Project, other than a statement that actions are being planned by this union at any projects where Altus is present.
- No requests for documentation were made.

Thanks,



Leigh Hahn
Project Director
Georgiou BMD Joint Venture (GBJV)

[REDACTED]
213 Sinnamon Road, Jindalee QLD 4074
PO Box 197 Wynnum Qld 4178



From: Leigh Hahn [REDACTED]
Sent: Wed 20/09/2023 1:13:58 AM (UTC)
To: Chris DEMARTINI [REDACTED] Peter KONECNY [REDACTED]
Cc: CBUPTeam [REDACTED] David OEL [REDACTED] Ben Weston [REDACTED] Berry Freshney [REDACTED] Gary Grant [REDACTED] Gavin Kenny [REDACTED] Mathew Quay-Verlander [REDACTED] Quinn Murray [REDACTED] Rex Clarke [REDACTED] Sean Donald [REDACTED]
Subject: CN-13712 Centenary Bridge Upgrade - CFMEU Visit, September 20

Hi Chris & Peter,

GBJV had another informal visit from the CFMEU during today's shift at around 10:00am - no Right of Entry documentation was submitted.

As per previous visits, the CFMEU representative was most concerned regarding our Traffic Control provider, Altus.

- It is our understanding that there have been conversations with Altus crew members, via phone and on the ATP during the crew members respite periods.
- No requests for documentation were made.
- No specific comments were made about our Project.

Thanks,



Leigh Hahn
Project Director
Georgiou BMD Joint Venture (GBJV)

[REDACTED]
213 Sinnamon Road, Jindalee QLD 4074
PO Box 197 Wynnum Qld 4178



From: Leigh Hahn [REDACTED]
Sent: Fri 22/09/2023 3:29:32 AM (UTC)
To: Chris DEMARTINI [REDACTED] Peter KONECNY [REDACTED]
Cc: CBUPTeam[CBUPTeam@tmr.qld.gov.au]; David OEI [REDACTED] Ben Weston [REDACTED] Berry Freshney [REDACTED] Gary Grant [REDACTED] Gavin Kenny [REDACTED] Mathew Quay-Verlander [REDACTED] Quinn Murray [REDACTED] Rex Clarke [REDACTED] Sean Donald [REDACTED]
Subject: CN-13712 Centenary Bridge Upgrade - CFMEU Visit, September 22

Hi Chris & Peter,

GBJV had breakfast BBQ this morning at which a representative from the CFMEU attended and left prior to 7:00am - no Right of Entry documentation was submitted but a least one sausage was consumed.

Thanks,



Leigh Hahn
Project Director
Georgiou BMD Joint Venture (GBJV)

[REDACTED]
213 Sinnamon Road, Jindalee QLD 4074
PO Box 197 Wynnum Qld 4178



From: Leigh Hahn [REDACTED]
Sent: Tue 10/10/2023 9:18:08 PM (UTC)
To: Chris DEMARTINI [REDACTED] Peter KONECNY [REDACTED]
Cc: CBUPTeam[CBUPTeam@tmr.qld.gov.au]; David OEI [REDACTED] Ben Weston [REDACTED] Berry Freshney [REDACTED] Gary Grant [REDACTED] Gavin Kenny [REDACTED] Mathew Quay-Verlander [REDACTED] Quinn Murray [REDACTED] Rex Clarke [REDACTED] Sean Donald [REDACTED]
Subject: RE: CN-13712 Centenary Bridge Upgrade - AWU & CFMEU Visits, October 10

Hi Chris & Peter, as per my text yesterday morning.

Representatives AWU & CFMEU were present yesterday morning. Neither entered the Site. Both were informal visits with the AWU here at around 7am and the CFMEU at around 10am - no Right of Entry documentation was submitted by either union.

As per previous visits, each union representative queried the situation our Traffic Control provider, Altus.

- General discussions were held on our progress and forthcoming activities.
- No formal consultations occurred.
- No requests for documentation were made.
- No specific comments were made about our Project.

Thanks,



Leigh Hahn
Project Director
Georgiou BMD Joint Venture (GBJV)

[REDACTED]
213 Sinnamon Road, Jindalee QLD 4074
PO Box 197 Wynnum Qld 4178

Centenary Bridge Upgrade Project

From: Leigh Hahn [REDACTED]
Sent: Mon 16/10/2023 3:34:29 AM (UTC)
To: Chris DEMARTINI [REDACTED] Peter KONECNY [REDACTED]
Cc: CBUPTeam[CBUPTeam@tmr.qld.gov.au]; David OEI [REDACTED] Ben Weston [REDACTED] Berry Freshney [REDACTED] Gary Grant [REDACTED] Gavin Kenny [REDACTED] Mathew Quay-Verlander [REDACTED] Quinn Murray [REDACTED] Rex Clarke [REDACTED] Sean Donald [REDACTED]
Subject: CN-13712 Centenary Bridge Upgrade - CFMEU Visit, October 16

Hi Chris & Peter,

GBJV had a visit from the CFMEU at around 11am this morning, which was a follow-up on consultations that they had with personnel from October 10. The CFMEU Organiser did not enter Site but traversed the Active Transport Path, apparently for conversations with Traffic Controllers.

Thanks,



Leigh Hahn
Project Director
Georgiou BMD Joint Venture (GBJV)

[REDACTED]
213 Sinnamon Road, Jindalee QLD 4074
PO Box 197 Wynnum Qld 4178

Centenary Bridge Upgrade Project

From: Leigh Hahn [REDACTED]
Sent: Thur 19/10/2023 10:51:58 PM (UTC)
To: Chris DEMARTINI [REDACTED] Peter KONECNY [REDACTED]
Cc: CBUPTeam[CBUPTeam@tmr.qld.gov.au]; David OEI [REDACTED] Ben Weston [REDACTED] Berry Freshney [REDACTED] Gary Grant [REDACTED] Gavin Kenny [REDACTED] Mathew Quay-Verlander [REDACTED] Quinn Murray [REDACTED] Rex Clarke [REDACTED] Sean Donald [REDACTED]
Subject: CN-13712 Centenary Bridge Upgrade - CFMEU Visit, October 20

Hi Chris & Peter,

GBJV had a visit from the CFMEU at around 8am this morning. The CFMEU Organiser did not enter Site but traversed the Active Transport Path to supply the Traffic Controllers with union identified merchandise.

If I may, whilst it is apparent that CBU is receiving visits from either the AWU or the CFMEU on most days over the past month, this is not unexpected. From my perspective, relations with both employee representative bodies remain amicable and I am therefore not concerned.

Thanks,



Leigh Hahn
Project Director
Georgiou BMD Joint Venture (GBJV)

[REDACTED]
213 Sinnamon Road, Jindalee QLD 4074
PO Box 197 Wynnum Qld 4178



From: Leigh Hahn [REDACTED]
Sent: Tue 07/11/2023 11:13:27 PM (UTC)
To: Chris DEMARTINI [REDACTED] Peter KONECNY [REDACTED]
Cc: CBUPTeam [REDACTED] David OEI [REDACTED] Ben Weston [REDACTED] Berry Freshney [REDACTED] Gary Grant [REDACTED] Gavin Kenny [REDACTED] Mathew Quay-Verlander [REDACTED] Quinn Murray [REDACTED] Rex Clarke [REDACTED] Sean Donald [REDACTED]
Subject: CN-13712 Centenary Bridge Upgrade - CFMEU attendance, November 8

Hi Chris & Peter,

GBJV had a visit from the CFMEU at around 8am this morning.
The CFMEU Organiser did not enter Site but traversed the Active Transport Path to discuss TGS concerns raised by a Traffic Controller.

The concerns related to the implementation of TGS as is in, why some are no longer being implemented, the answer being that we're no longer performing that work.
Bulk haulage out of Vidgen Lane being the best example.

Thanks,



Leigh Hahn
Project Director
Georgiou BMD Joint Venture (GBJV)

[REDACTED]
213 Sinnamon Road, Jindalee QLD 4074
PO Box 197 Wynnum Qld 4178



From: Leigh Hahn [REDACTED]
Sent: Tue 14/11/2023 6:33:55 AM (UTC)
To: Chris DEMARTINI [REDACTED] Peter KONECNY [REDACTED]
Cc: CBUPTeam[CBUPTeam@tmr.qld.gov.au]; David OEI [REDACTED] Ben Weston [REDACTED] Berry Freshney [REDACTED] Gary Grant [REDACTED] Gavin Kenny [REDACTED] Mathew Quay-Verlander [REDACTED] Quinn Murray [REDACTED] Rex Clarke [REDACTED] Sean Donald [REDACTED]
Subject: CN-13712 Centenary Bridge Upgrade - CFMEU attendance, November 14

Hi Chris & Peter,

As per my text earlier this afternoon, GBJV had a visit from the CFMEU at around 1:30pm this afternoon.

The CFMEU Organiser, Dean Riley conversed with our Superintendent as well as myself and mainly traversed the Active Transport Path engaging with various subcontract and GBJV wages personnel.

- No requests for documentation were made.
- No safety inspection took place.
- No specific concerns raised.

Thanks,



Leigh Hahn
Project Director
Georgiou BMD Joint Venture (GBJV)

[REDACTED]
213 Sinnamon Road, Jindalee QLD 4074
PO Box 197 Wynnum Qld 4178



From: Leigh Hahn [REDACTED]
Sent: Tue 21/11/2023 7:30:27 AM (UTC)
To: Chris DEMARTINI [REDACTED] Peter
KONECNY [REDACTED]
Cc: CBUPTeam [REDACTED] David OEI [REDACTED]
Ben Weston [REDACTED] Berry
Freshney [REDACTED] Gary
Grant [REDACTED] Gavin
Kenny [REDACTED] Mathew Quay-
Verlander [REDACTED] Quinn
Murray [REDACTED] Rex
Clarke [REDACTED] Sean
Donald [REDACTED]
Subject: CN-13712 Centenary Bridge Upgrade - CFMEU RoE submitted, November 21

Hi Chris & Peter,

As per my text earlier this afternoon, GBJV received a hand delivered Right of Entry Notice under Section 117 of the WHS Act from the CFMEU at around 11:30am this morning.

The CFMEU Organiser, Dean Mattis was accompanied on-site by our Superintendent to review - access & egress in normal working conditions and emergencies; separation between personnel and mobile plant; information relating to training provide to workers performing High Risk activities. You'll observe that these are all very generalised concerns.

- No documented safety inspection took place.
- No requests for documentation were made.
- Specific concerns were raised regarding the familiarisation training afforded to Caporns' operators, all of whom have the appropriate crane tickets / licences, of Universals' cranes.

Also of note is that today was essentially rained off (42mm received to 9am this morning) and lightning was observed surrounding the Project curtailing crane operations.

Thanks,



Leigh Hahn
Project Director
Georgiou BMD Joint Venture (GBJV)

[REDACTED]
213 Sinnamon Road, Jindalee QLD 4074
PO Box 197 Wynnum Qld 4178

Centenary Bridge Upgrade Project

From: Leigh Hahn

Sent: Tuesday, 14 November 2023 4:34 PM

To: 'Chris DEMARTINI' <[REDACTED]> 'Peter KONECNY' <[REDACTED]>

Cc: 'CBUPTeam@tmr.qld.gov.au' <CBUPTeam@tmr.qld.gov.au>; 'David OEI' <[REDACTED]>

Ben Weston <[REDACTED]> 'berry.freshney'

<[REDACTED]> Gary Grant <[REDACTED]> Gavin Kenny

<[REDACTED]> Mathew Quay-Verlander <Mathew.Quay-

[REDACTED] Quinn Murray <[REDACTED]> Rex Clarke

<[REDACTED]> 'Sean Donald' <[REDACTED]>

Subject: CN-13712 Centenary Bridge Upgrade - CFMEU attendance, November 14

Hi Chris & Peter,

As per my text earlier this afternoon, GBJV had a visit from the CFMEU at around 1:30pm this afternoon.

The CFMEU Organiser, Dean Riley conversed with our Superintendent as well as myself and mainly traversed the Active Transport Path engaging with various subcontract and GBJV wages personnel.

- No requests for documentation were made.
- No safety inspection took place.
- No specific concerns raised.

Thanks,



Leigh Hahn
Project Director
Georgiou BMD Joint Venture (GBJV)

[REDACTED]
213 Sinnamon Road, Jindalee QLD 4074
PO Box 197 Wynnum Qld 4178

Centenary Bridge Upgrade Project

From: Leigh Hahn [REDACTED]
Sent: Thur 23/11/2023 7:17:22 AM (UTC)
To: Chris DEMARTINI [REDACTED] Peter KONECNY [REDACTED]
Cc: CBUPTeam [REDACTED] David OEI [REDACTED]
Ben Weston [REDACTED] Berry
Freshney [REDACTED] Gary
Grant [REDACTED] Gavin
Kenny [REDACTED] Mathew Quy-
Verlander [REDACTED] Quinn
Murray [REDACTED] Rex
Clarke [REDACTED] Sean
Donald [REDACTED]
Subject: CN-13712 Centenary Bridge Upgrade - CFMEU RoE submitted, November 22

Hi Chris & Peter, don't panic, this is my email catching up on yesterday's visit.

As per yesterday's text, GBJV received a hand delivered Right of Entry Notice under Section 117 of the WHS Act from the CFMEU at around 9:30am on November 22.

The CFMEU Organiser, Dean Mattis was accompanied on-site by our Superintendent to review the same generalised concerns as those listed on November 21.

- No documented safety inspection took place.
- No requests for the provision of documentation were made.
- Specific concerns were raised regarding the authentication of the familiarisation training afforded to Caporns' crane operators across all of their cranes that are currently on-site.

Also of note is that November 22 continued to be affected with inclement weather and the effects of previous rainfall and storm warnings / lightning was observed surrounding the Project in the afternoon.

Thanks,



Leigh Hahn
Project Director
Georgiou BMD Joint Venture (GBJV)

[REDACTED]
213 Sinnamon Road, Jindalee QLD 4074
PO Box 197 Wynnum Qld 4178

Centenary Bridge Upgrade Project

From: Leigh Hahn [REDACTED]
Sent: Tue 28/11/2023 2:38:07 AM (UTC)
To: Chris DEMARTINI [REDACTED] Peter KONECNY [REDACTED]
Cc: CBUPTeam[CBUPTeam@tmr.qld.gov.au]; David OEI [REDACTED] Ben Weston [REDACTED] Berry Freshney [REDACTED] Gary Grant [REDACTED] Gavin Kenny [REDACTED] Mathew Quay-Verlander [REDACTED] Quinn Murray [REDACTED] Rex Clarke [REDACTED] Sean Donald [REDACTED]
Subject: CN-13712 Centenary Bridge Upgrade - CFMEU attendance, November 28

Hi Chris & Peter,

GBJV had a visit from the CFMEU prior to Pre-Start his afternoon.

After Pre-Start, the CFMEU Organiser, Dean Riley conversed with our Superintendent as well as myself.

He also briefly consulted with the Traffic Control team members that we have on-site today.

- No requests for documentation were made.
- No safety nor site inspection took place.
- No specific concerns were raised.

Thanks,



Leigh Hahn
Project Director
Georgiou BMD Joint Venture (GBJV)

[REDACTED]
213 Sinnamon Road, Jindalee QLD 4074
PO Box 197 Wynnum Qld 4178



From: Leigh Hahn [REDACTED]
Sent: Thur 30/11/2023 7:21:59 AM (UTC)
To: Chris DEMARTINI [REDACTED] Peter KONECNY [REDACTED]
Cc: CBUPTeam[CBUPTeam@tmr.qld.gov.au]; David OEI [REDACTED] Ben Weston [REDACTED] Berry Freshney [REDACTED] Gary Grant [REDACTED] Gavin Kenny [REDACTED] Mathew Quay-Verlander [REDACTED] Quinn Murray [REDACTED] Rex Clarke [REDACTED] Sean Donald [REDACTED]
Subject: CN-13712 Centenary Bridge Upgrade - CFMEU attendance, November 30

Hi Chris & Peter,

The CFMEU Organiser for KPI was in Amazons Park today around midday.

We understand that he was conducting welfare checks on the Traffic Controllers given today's heat.

- No consultation with other GBJV personnel &/or CBU subcontractors.
- No specific concerns were raised by KPI personnel prior nor subsequent to this interaction.

Thanks,



Leigh Hahn
Project Director
Georgiou BMD Joint Venture (GBJV)

[REDACTED]
213 Sinnamon Road, Jindalee QLD 4074
PO Box 197 Wynnum Qld 4178



From: Leigh Hahn [REDACTED]
Sent: Tue 12/12/2023 4:31:34 AM (UTC)
To: Chris DEMARTINI [REDACTED] Peter KONECNY [REDACTED]
Cc: CBUPTeam[CBUPTeam@tmr.qld.gov.au]; David OEI [REDACTED] Ben Weston [REDACTED] Berry Freshney [REDACTED] Gary Grant [REDACTED] Gavin Kenny [REDACTED] Mathew Quay-Verlander [REDACTED] Quinn Murray [REDACTED] Rex Clarke [REDACTED] Sean Donald [REDACTED]
Subject: CN-13712 Centenary Bridge Upgrade - CFMEU attendance, December 12

Hi Chris & Peter,

A CFMEU Organiser, Dean Riley held off-site discussions with GBJV's Superintendent and myself this morning.

- No consultation with other GBJV personnel &/or CBU subcontractors.
- No specific safety concerns were raised about CBU works, personnel or subcontractors.

Thanks,



Leigh Hahn
Project Director
Georgiou BMD Joint Venture (GBJV)

[REDACTED]
213 Sinnamon Road, Jindalee QLD 4074
PO Box 197 Wynnum Qld 4178



From: Leigh Hahn [REDACTED]
Sent: Wed 13/12/2023 11:10:36 PM (UTC)
To: CBUPTeam[CBUPTeam@tmr.qld.gov.au]
Subject: FW: CN-13712 Centenary Bridge Upgrade - CFMEU RoE, December 13

Apologies CBUPTeam, I typically add the email address in the cc but missed it yesterday.



Leigh Hahn
Project Director
Georgiou BMD Joint Venture (GBJV)

[REDACTED]
213 Sinnamon Road, Jindalee QLD 4074
PO Box 197 Wynnum Qld 4178

Centenary Bridge Upgrade Project

From: Leigh Hahn
Sent: Wednesday, 13 December 2023 1:01 PM
To: Chris.Demartini <[REDACTED]> Peter.Konecny <[REDACTED]>
Cc: 'berry.freshney' <[REDACTED]> Gary Grant <[REDACTED]>
Gavin Kenny <[REDACTED]> Mathew Quay-Verlander <Mathew.Quay-Verlander@tmr.qld.gov.au>
[REDACTED] Rex Clarke <[REDACTED]> Quinn Murray <[REDACTED]>
<[REDACTED]> 'Sean Donald' <[REDACTED]>
Subject: CN-13712 Centenary Bridge Upgrade - CFMEU RoE, December 13

Hi Chris & Peter,

A CFMEU Organiser, Hooni Edwards, submitted a Right of Entry Notice this morning to access the site under s117. Hooni was on-site for <90-minures.

- No requests for documentation were made.
- No consultation with other GBJV personnel however, the organiser wished to observe & inspect our piling subcontractors' operations. This included accessing the barge which is located at Pier 2.
- Specific safety concerns were raised on the barge regarding:
 - availability and capability of the eye wash station

- cleanliness and accessibility of the rescue stretcher
- positioning of a welding screen

Our managers & supervisors from Caporn Piling were in attendance and are addressing / have addressed these concerns.

GBJV anticipate that our piling operations will be the subject of greater scrutiny w/c January 8.

Thanks,



Leigh Hahn
Project Director
Georgiou BMD Joint Venture (GBJV)

[REDACTED]
213 Sinnamon Road, Jindalee QLD 4074
PO Box 197 Wynnum Qld 4178



From: Leigh Hahn [REDACTED]
Sent: Mon 08/01/2024 11:17:24 PM (UTC)
To: Chris DEMARTINI [REDACTED] Peter KONECNY [REDACTED]
Cc: CBUPTeam[CBUPTeam@tmr.qld.gov.au]; David OEI [REDACTED] Ben Weston [REDACTED] Berry Freshney [REDACTED] Gary Grant [REDACTED] Gavin Kenny [REDACTED] Mathew Quay-Verlander [REDACTED] Quinn Murray [REDACTED] Rex Clarke [REDACTED] Sean Donald [REDACTED]
Subject: CN-13712 Centenary Bridge Upgrade - CFMEU attendance, January 9

Hi Chris & Peter,

KPI's CFMEU Delegate held off-site discussions (mainly in Amazons Park) with their personnel and GBJV's Superintendent.

- No consultation with other GBJV personnel &/or CBU subcontractors.
- No specific safety concerns were raised about CBU works, personnel or subcontractors.
- The attendance was primarily a social one to re-engage for the New Year and check-in on any PPE or other requirements / concerns that the KPI personnel may have.

Thanks,



Leigh Hahn
Project Director
Georgiou BMD Joint Venture (GBJV)

[REDACTED]
213 Sinnamon Road, Jindalee QLD 4074
PO Box 197 Wynnum Qld 4178



From: Leigh Hahn [REDACTED]
Sent: Wed 10/01/2024 5:34:12 AM (UTC)
To: Chris DEMARTINI [REDACTED] Peter KONECNY [REDACTED]
Cc: CBUPTeam [REDACTED] David OEI [REDACTED] Ben Weston [REDACTED] Berry Freshney [REDACTED] Gary Grant [REDACTED] Gavin Kenny [REDACTED] Mathew Quay-Verlander [REDACTED] Quinn Murray [REDACTED] Rex Clarke [REDACTED] Sean Donald [REDACTED]
Subject: CN-13712 Centenary Bridge Upgrade - CFMEU visit, January 10

Hi Chris & Peter,

The project had visit from a CFMEU Organiser as well as KPIs CFMEU Delegate this morning. Both spent most of their time with GBJV's Superintendent.

- General discussions with some GBJV personnel & CBU subcontractors.
- Specific safety concerns were raised about CBU works:
 - adequacy of handrail installation at the receival pit for Drainage Line 11;
 - congestion of car parking within the future precast yard; and,
 - hard barrier protection for hinge points at Abutment B and Pier 6.

Thanks,



Leigh Hahn
Project Director
Georgiou BMD Joint Venture (GBJV)

[REDACTED]
213 Sinnamon Road, Jindalee QLD 4074
PO Box 197 Wynnum Qld 4178



From: Leigh Hahn [REDACTED]
Sent: Thur 11/01/2024 5:26:03 AM (UTC)
To: Chris DEMARTINI [REDACTED] Peter KONECNY [REDACTED]
Cc: CBUPTeam [REDACTED] David OEI [REDACTED] Ben Weston [REDACTED] Berry Freshney [REDACTED] Gary Grant [REDACTED] Gavin Kenny [REDACTED] Mathew Quay-Verlander [REDACTED] Quinn Murray [REDACTED] Rex Clarke [REDACTED] Sean Donald [REDACTED]
Subject: CN-13712 Centenary Bridge Upgrade - CFMEU attendance, January 11

Hi Chris & Peter,

This morning, KPI's CFMEU Delegate held off-site discussions (mainly on the ATP near the Sinnamon Road intersection) with their personnel.

- No consultation with other GBJV personnel &/or CBU subcontractors.
- A safety concern[^] was later relayed to us, regarding CBU personnel traversing the Sinnamon Road intersection on foot to/from Gate 3.

We actioned this this afternoon with some additional signage and will discuss at Pre-Start tomorrow.

[^] I am not sure that the concern originated from the CFMEU's attendance, but we've actioned regardless.

Thanks,



Leigh Hahn
Project Director
Georgiou BMD Joint Venture (GBJV)

[REDACTED]
213 Sinnamon Road, Jindalee QLD 4074
PO Box 197 Wynnum Qld 4178

Centenary Bridge Upgrade Project

From: Chris DEMARTINI [REDACTED]
Sent: Wed 17/01/2024 12:21:11 AM (UTC)
To: Damitha A Peiris [REDACTED]
Subject: FW: CN-13712 Centenary Bridge Upgrade - CFMEU RoE, January 16

Chris Demartini

Administrator's Representative
Centenary Bridge Upgrade

[REDACTED] E [REDACTED]
Level 6, 480 St Pauls Tce, Fortitude Valley, QLD, 4006, Australia

From: Leigh Hahn <[REDACTED]>
Sent: Wednesday, 17 January 2024 7:03 AM
To: Chris DEMARTINI <[REDACTED]> Peter KONECNY <[REDACTED]>
Cc: Berry Freshney <[REDACTED]> Gary Grant <[REDACTED]>
Gavin Kenny <[REDACTED]> Mathew Quay-Verlander <Mathew.Quay-Verlander@gbjv.com.au>
[REDACTED] Rex Clarke <[REDACTED]> Quinn Murray <[REDACTED]>
<[REDACTED]> Sean Donald <[REDACTED]>
Subject: CN-13712 Centenary Bridge Upgrade - CFMEU RoE, January 16

Hi Chris & Peter,

As advised via text message yesterday morning, two CFMEU Organisers, Dean Mattis & Hooni Edwards, submitted a Right of Entry Notice yesterday morning to access the site under s117. Dean & Hooni were on-site for ~2-hours.

- No requests for documentation were made.
- No consultation with other GBJV personnel however, there were extended conversations with our piling subcontractors' operations. This included accessing the pontoon.
- Specific safety concerns regarding:
 - o storage of gas bottles
 - o housekeeping
 - o the landing arrangement for the gangway at Pier 1 'wharf'

Our managers & supervisors from Caporn Piling were in attendance and are addressing / have addressed these concerns.

GBJV anticipate that our piling operations will continue to be the focus of CFMEU attention.

Thanks,

Georgiou



Leigh Hahn
Project Director
Georgiou BMD Joint Venture (GBJV)

[REDACTED]
213 Sinnamon Road, Jindalee QLD 4074
PO Box 197 Wynnum Qld 4178

Centenary Bridge Upgrade Project

From: Chris DEMARTINI [REDACTED]
Sent: Wed 21/02/2024 1:07:22 AM (UTC)
To: CBUPTeam[CBUPTeam@tmr.qld.gov.au]
Cc: Francisca P Knight [REDACTED] Damitha A Peiris [REDACTED]
Subject: FW: CN-13712 Centenary Bridge Upgrade - CFMEU RoE, February 20

Chris Demartini

Administrator's Representative
Centenary Bridge Upgrade

[REDACTED]
Level 6, 480 St Pauls Tce, Fortitude Valley, QLD, 4006, Australia

From: Leigh Hahn <[REDACTED]>
Sent: Tuesday, 20 February 2024 4:42 PM
To: Chris DEMARTINI <[REDACTED]> Peter KONECNY <[REDACTED]>
Cc: Berry Freshney <[REDACTED]> Gary Grant <[REDACTED]>
Gavin Kenny <[REDACTED]> Mathew Quay-Verlander <Mathew.Quay-
[REDACTED]> Rex Clarke <[REDACTED]> Quinn Murray
<[REDACTED]> Sean Donald <[REDACTED]>
Subject: CN-13712 Centenary Bridge Upgrade - CFMEU RoE, February 20

Hi Chris & Peter,

As advised via text messages this morning, two CFMEU Organisers, Dylan Howard and James Porter, submitted Right of Entry Notices (jpg attached) to access the site under s117.

Dylan & James were on-site for about 4-hours.

- Their Notices included workplace amenities. Their concern being that our drinking and handwashing water may be susceptible to ingress by biological contaminants.
- Whilst we have testing for the water entering the system we don't have similar testing at the point of consumption.
- This is being rectified this afternoon and my anticipation is that works will resume tomorrow morning.
- No other requests for documentation were made.
- No consultation with other GBVJ personnel occurred however, the Organisers did address all personnel assembled at 12noon prior to the site being closed for all activities other than those addressing the workplace amenities.

Thanks,

Georgiou



Leigh Hahn
Project Director
Georgiou BMD Joint Venture (GBJV)

[REDACTED]
213 Sinnamon Road, Jindalee QLD 4074
PO Box 197 Wynnum Qld 4178

Centenary Bridge Upgrade Project

From: Peter KONECNY [REDACTED]
Sent: Thur 22/02/2024 6:54:17 AM (UTC)
To: Francisca P Knight [REDACTED]
Cc: Damitha A Peiris [REDACTED]
CBUP[CBUP@tmr.qld.gov.au]
Subject: FW: CN-13712 Centenary Bridge Upgrade - CFMEU RoE, February 22

FYI

From: Leigh Hahn <[REDACTED]>
Sent: Thursday, 22 February 2024 4:29 PM
To: Chris DEMARTINI <[REDACTED]> Peter KONECNY <[REDACTED]>
Cc: Berry Freshney <[REDACTED]> Gary Grant <[REDACTED]>
Gavin Kenny <[REDACTED]> Mathew Quay-Verlander <Mathew.Quay-Verlander@tmr.qld.gov.au>
[REDACTED] Rex Clarke <[REDACTED]> Quinn Murray <[REDACTED]>
<[REDACTED]> Sean Donald <[REDACTED]>
Subject: CN-13712 Centenary Bridge Upgrade - CFMEU RoE, February 22

Hi Chris & Peter,

As advised via text messages earlier today, two CFMEU Organisers, Dylan Howard and James Porter, provided Right of Entry Notices (attached) to access the site we lease at The Yard, Hemmant. However, it was apparent that they had transgressed The Yard's security in order to enter this site. This was a significant issue for The Yard's management which they promptly and directly addressed with the Organisers.

Dylan & James were on-site for <2-hours.

- No requests for documentation were made.
- No consultation with GBJV wages personnel occurred.
- No safety inspection took place although issues were pointed out to our Structures Foreman, these included:
 - currency of tagging of fire extinguisher
 - control of electrical leads
 - proximity of amenities - our crew have recently had to walk past activities being undertaken by others in the Yard.

In responding to the CFMEU presence at The Yard our Safety Manager & Superintendent observed some other safety issues - harness certification, provision of 1st Aid and other equipment - which are also being addressed.

Thanks,

Georgiou



Leigh Hahn
Project Director
Georgiou BMD Joint Venture (GBJV)

213 Sinnamon Road, Jindalee QLD 4074
PO Box 197 Wynnum Qld 4178

Centenary Bridge Upgrade Project

From: Leigh Hahn [REDACTED]
Sent: Fri 23/02/2024 1:48:13 AM (UTC)
To: Chris DEMARTINI [REDACTED] Peter
KONECNY [REDACTED]
Cc: CBUPTeam [REDACTED] Berry
Freshney [REDACTED] Ben
Weston [REDACTED] Gary
Grant [REDACTED] Gavin
Kenny [REDACTED] Mathew Quy-
Verlander [REDACTED] Rex
Clarke [REDACTED] Quinn
Murray [REDACTED] Sean
Donald [REDACTED]
Subject: CN-13712 Centenary Bridge Upgrade - AWU visit and CFMEU RoE, February 23

Hi Chris & Peter,

This morning, we had two AWU organisers attend our project office for a meeting. Soon into that meeting we had three CFMEU organisers plus KPI's Delegate, with Right of Entry documents, enter the same room.

A discussion ensued between the CFMEU & the AWU, this lasted almost an hour. The main action that resulted from this discussion was the CFMEU requesting that GBJV and the AWU consider terminating, then presumably re-negotiating, the Greenfield Agreement.

The CFMEU Organisers then left for a safety walk with Ben & Gavin. Quinn & I had a separate continuation with the AWU Organisers. Meanwhile a crowd of CFMEU sympathisers had gathered at our Gate 1. When the AWU left, their vehicles were confronted by this group of protesters, who dispersed after a few minutes. I then joined, the CFMEU Organisers for the remainder of the safety walk with Ben & Gavin.

- No consultation with GBJV wages or any other subcontract personnel occurred.
- No disruption to works occurred.
- No requests for documentation were made.
- The safety inspection noted some minor issues including:
 - potable water for the eye wash facility
 - housekeeping

The project team are not requesting nor recommending any action nor support. It is, however, notable that in the last week there has been a discernible change in the CFMEU's personnel, attitude, and behaviour. We expect that this will continue in coming weeks.

Thanks,

Georgiou



Leigh Hahn
Project Director
Georgiou BMD Joint Venture (GBJV)

[REDACTED]
213 Sinnamon Road, Jindalee QLD 4074
PO Box 197 Wynnum Qld 4178

Centenary Bridge Upgrade Project

From: Leigh Hahn [REDACTED]
Sent: Wed 28/02/2024 9:56:17 PM (UTC)
To: Chris DEMARTINI [REDACTED] Peter
KONECNY [REDACTED]
Cc: CBUPTeam [REDACTED] Berry
Freshney [REDACTED] Ben
Weston [REDACTED] Gary
Grant [REDACTED] Gavin
Kenny [REDACTED] Mathew Quy-
Verlander [REDACTED] Rex
Clarke [REDACTED] Quinn
Murray [REDACTED] Sean
Donald [REDACTED]
Subject: CN-13712 Centenary Bridge Upgrade - CFMEU RoE and attendance at Gate 1, February 28

Hi Chris & Peter, it's entirely probable that I'll miss some of the events of yesterday so, here's a summary only.

- Prior to Pre-Start, we observed many CFMEU personnel gathering in the Gym car park adjacent to Gate 1.

We were also aware of a banner being unfurled on Kenmore Road overpass (image attached) Unlike most days, we locked our gates prior to Pre-Start to prevent them, and anyone that would normally park at site from entering.

Pre-Start was held as normal; works began as normal.

- At around 7:15am, we were provided with Right of Entry documentation from two CFMEU organisers.

We were also aware that several individuals had gathered at our Gate 1 - not in the site, not on the road, partially on the ATP - who were displaying signs that were unfavourable to the project. Several signs were also placed along Sinnamon Road.

- During the morning, several discussions were held with the CFMEU Organisers whose primary concerns were.
 - Engagement with our Piling subcontractor
 - Importation of steel
 - Manning of the marine cranes

Each of these were dealt with successively in conversation.

- The protesters remained at Gate 1 for the majority of the day, at least until 3pm.

To my knowledge:

- No consultation with GBJV wages or any other subcontract personnel occurred.
- No disruption to works occurred other than a piling cage truck was diverted then returned; and, an inbound container of overhead gantry steel plus one that was already on-site were diverted to another facility for unpacking.

Request for documentation was verbally made for:

- the certification of the overhead gantry steelwork.

- o production of the safe work documentation for the crew commissioning the recently arrived marine crane.

I understand that a s118 notice will be issued today.
We expect that this will continue in coming weeks.
As I write another, team of protesters has arrived. This time with their own shade tent.
Thanks,



Leigh Hahn
Project Director
Georgiou BMD Joint Venture (GBJV)

[REDACTED]
213 Sinnamon Road, Jindalee QLD 4074
PO Box 197 Wynnum Qld 4178

Centenary Bridge Upgrade Project

A team of CFMEU protesters has arrived at the front gate (Gate 1) on 29/02/2024 morning and left around 2pm in the afternoon. This time with their own shade tent. Placed placards at the front and along the Sinnamon Road.

A team of CFMEU protesters has arrived at the front gate (Gate 1) on 01/03/2024 morning and left around 12pm in the afternoon. This time with their own shade tent. Placed a couple of placards at the front and along the Sinnamon Road.

A team of CFMEU protesters has arrived at the front gate (Gate 1) on 04/03/2024 morning and left around 12pm in the afternoon. This time with their own shade tent. Placed a couple of placards at the front and along the Sinnamon Road.

A team of CFMEU protesters has arrived at the front gate (Gate 1) on 05/03/2024 morning. This time with their own shade tent. Placed a couple of placards at the front and along the Sinnamon Road.

CFMEU are coming to the site at 12:30pm under s484 notice (issued yesterday) to talk to GBJV direct employees.

From: Leigh Hahn [REDACTED]
Sent: Tue 05/03/2024 4:06:28 AM (UTC)
To: Chris DEMARTINI [REDACTED] Peter KONECNY [REDACTED]
Cc: CBUPTeam[CBUPTeam@tmr.qld.gov.au]; Berry Freshney [REDACTED] Ben Weston [REDACTED] Gary Grant [REDACTED] Gavin Kenny [REDACTED] Mathew Quay-Verlander [REDACTED] Rex Clarke [REDACTED] Quinn Murray [REDACTED] Sean Donald [REDACTED]
Subject: CN-13712 Centenary Bridge Upgrade - s484 Fair Work Act and RoE, March 5

Chris & Peter, as advised yesterday, the CFMEU attended site at 1:00pm (Dean Matas and Dylan Howard as noted on the s484, as well as Hayden Turner-Davey who provided a Right of Entry notice) today for the purposes of consulting with workers.

As we had already been rained off that morning most personnel - GBJV wages and some subcontracts - had concluded their lunch break and were waiting for them from 12:30pm.

The session concluded at 1:30pm and the Organisers attending did not speak with either Gavin nor myself upon their departure.

Nothing else to report: no safety inspection nor any request for documents.

Thanks,



Leigh Hahn
Project Director
Georgiou BMD Joint Venture (GBJV)

[REDACTED]
213 Sinnamon Road, Jindalee QLD 4074
PO Box 197 Wynnum Qld 4178



From: Leigh Hahn [REDACTED]
Sent: Wed 06/03/2024 3:10:44 AM (UTC)
To: Chris DEMARTINI [REDACTED] Peter
KONECNY [REDACTED]
Cc: CBUPTeam [REDACTED] Berry
Freshney [REDACTED] Ben
Weston [REDACTED] Gary
Grant [REDACTED] Gavin
Kenny [REDACTED] Mathew Quay-
Verlander [REDACTED] Rex
Clarke [REDACTED] Quinn
Murray [REDACTED] Sean
Donald [REDACTED]
Subject: CN-13712 Centenary Bridge Upgrade - CFMEU at Gate 1

Chris & Peter, I got a query for how often the CFMEU sympathisers have been at our Gate 1. They are there again today and have been most weekdays since and including February 29 ie, five times.

I am perfectly comfortable if TMR wishes to correct this by their own count.



Leigh Hahn
Project Director
Georgiou BMD Joint Venture (GBJV)

[REDACTED]
213 Sinnamon Road, Jindalee QLD 4074
PO Box 197 Wynnum Qld 4178

Centenary Bridge Upgrade Project

A team of CFMEU protesters has arrived at the front gate (Gate 1) on 07/03/2024 morning. This time with their own shade tent. Placed a couple of placards at the front and along the Sinnamon Road.

A team of CFMEU protesters has arrived at the front gate (Gate 1) on 08/03/2024 morning. This time with their own shade tent. Placed a couple of placards at the front and along the Sinnamon Road.

From: Damitha A Peiris[/O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=CEB1BCEB846C435E819A214BD0270E43-DAMITHA A P]
Sent: Tue 12/03/2024 10:05:09 PM (UTC)
To: Ian K Gahoy [REDACTED] Jessica D Crago [REDACTED]
Cc: Tessa E Mahoney [REDACTED] CBUP[CBUP@tmr.qld.gov.au]
Subject: FW: CN-13712 Centenary Bridge Upgrade - Union Stickers on BMD Utes

Hi Ian

GBJV have advised couple of their work utes have been vandalised with CFMEU stickers being placed yesterday (12/03/2024) afternoon. Some photos attached below. Leigh has spoken with Mount Ommaney Police this afternoon and they advised for the custodians of these vehicles to file complaints via Police Link.

Further to that, as per my teams message yesterday morning (12/03/2024), there was an un-permitted entry to northern Abutment by CFMEU. Addressed the steel fixing/formwork crew and 4-5 minor safety matters identified. Those items have been addressed and the CFMEU organiser left the site and works resumed.

Best Regards

Damitha Peiris

Principal Engineer (Civil) | Metropolitan Region

Program Delivery & Operations Branch | Infrastructure Management and Delivery Division | Department of Transport and Main Roads

Nathan Depot | 1 University Road | Nathan Qld 4111

P: [REDACTED]

E: [REDACTED]

W: www.tmr.qld.gov.au

















From: Leigh Hahn [REDACTED]
Sent: Tue 12/03/2024 11:38:22 PM (UTC)
To: Chris DEMARTINI [REDACTED] Peter KONECNY [REDACTED]
Cc: CBUPTeam [REDACTED] Berry Freshney [REDACTED] Gary Grant [REDACTED] Mathew Quay-Verlander [REDACTED] Mathew Quay-Verlander [REDACTED] Sean Donald [REDACTED]
Subject: CN-13712 Centenary Bridge Upgrade - CFMEU blockade, 13-Mar-24

Morning Chris & Peter, as we're all aware we had the CFMEU blockade Gate 1 this morning.

Summary:

- 1st load of two loads steel arrived at 6:15am.
- ~15 CFMEU personnel blocked the load causing traffic to immediately queue along Sinnamon Road.
- Police were called by GBJV to assist entry of the load.
- Gate 1 remained blocked, and traffic queued for some time.
- We were aware of various radio stations broadcasting traffic alerts.
- I did not see the 2nd load near Gate 1, but the driver reported that he was 'bullied and harassed' so therefore drove off.
- A camera man was observed filming from the Golf Course side of Sinnamon Road, but I did not see this nor do I know which media organisation they are from.
- Police ultimately directed the 1st load to leave site to release traffic.
- Most of the CFMEU personnel dispersed but a few remain at Gate 1
- Later, the Notice attached was furnished to GBJV in relation to our Overhead Gantry Steel.

The CFMEU believe that the steel is inherently 'non-compliant' as it has been fabricated overseas. They also believe that the project is exceeding \$300 million in value and is therefore eligible for BPIC+.

If not, then the savings generated by from overseas fabrication has prevented the project from exceeding \$300 million.

GBJV has been thwarted twice now from delivering this steel.

Cutting of pile heads is due to commence March 18 and installation of this steel, thereafter.

Trust that this is sufficient for now.



Leigh Hahn
Project Director
Georgiou BMD Joint Venture (GBJV)

[REDACTED]
213 Sinnamon Road, Jindalee QLD 4074
PO Box 197 Wynnum Qld 4178

Centenary Bridge Upgrade Project

From: Leigh Hahn [REDACTED]
Sent: Thur 14/03/2024 2:41:08 AM (UTC)
To: Chris DEMARTINI [REDACTED] Peter KONECNY [REDACTED]
Cc: CBUPTeam [REDACTED] Berry Freshney [REDACTED] Ben Weston [REDACTED] Gary Grant [REDACTED] Gavin Kenny [REDACTED] Mathew Quay-Verlander [REDACTED] Rex Clarke [REDACTED] Quinn Murray [REDACTED] Sean Donald [REDACTED]
Subject: CN-13712 Centenary Bridge Upgrade - CFMEU RoE, March 14

Hi Chris & Peter,

This morning, we had two CFMEU organisers attend our project office.

- No consultation with GBJV wages or any other subcontract personnel occurred.
- No disruption to works occurred other than the continued blockade of Gate 1.
- No safety inspection took place.
- Requests for documentation were made; GBJV legal advice is that these requests are not valid.

Thanks,



Leigh Hahn
Project Director
Georgiou BMD Joint Venture (GBJV)

[REDACTED]
213 Sinnamon Road, Jindalee QLD 4074
PO Box 197 Wynnum Qld 4178



From: Leigh Hahn [REDACTED]
Sent: Mon 18/03/2024 9:11:31 PM (UTC)
To: Chris DEMARTINI [REDACTED] Peter KONECNY [REDACTED]
Cc: CBUPTeam[CBUPTeam@tmr.qld.gov.au]; Berry Freshney [REDACTED] Ben Weston [REDACTED] Gary Grant [REDACTED] Gavin Kenny [REDACTED] Mathew Quay-Verlander [REDACTED] Rex Clarke [REDACTED] Quinn Murray [REDACTED] Sean Donald [REDACTED]
Subject: CN-13712 Centenary Bridge Upgrade - CFMEU Unauthorised entry, March 18

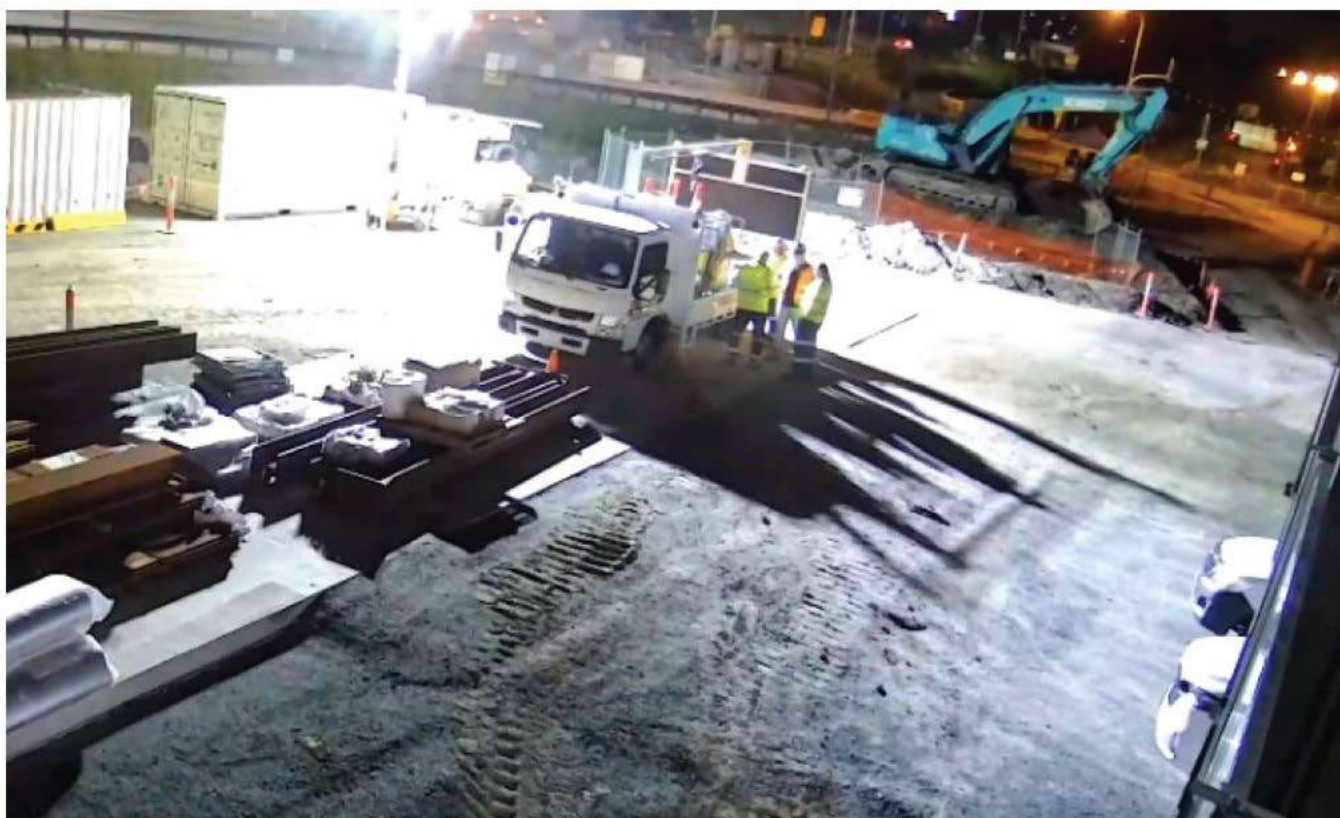
Hi Chris & Peter,

During last night's bridge inspection works, Sead reported that two CFMEU Organisers entered the Compound and then walked along the ATP to 'talk with Traffic Controllers'

- No reports of any safety inspection nor concerns.
- No reports of any requests for documentation.
- I understand that no disruption to works occurred.
- Consultation with the Traffic Controllers from KPI took place (image below).

This is the 2nd instance of an unauthorised entry in the past week following the transgression at Abutment B on March 12.

Security camera image from 10:32pm, 18-Mar-24.



Thanks,



Leigh Hahn
Project Director
Georgiou BMD Joint Venture (GBJV)

[REDACTED]
213 Sinnamon Road, Jindalee QLD 4074
PO Box 197 Wynnum Qld 4178

Centenary Bridge Upgrade Project

From: Peter KONECNY [REDACTED]
Sent: Mon 18/03/2024 10:48:59 PM (UTC)
To: Leigh Hahn [REDACTED]
Cc: Chris DEMARTINI [REDACTED]
CBUPTeam[CBUPTeam@tmr.qld.gov.au]
Subject: RE: CN-13712 Centenary Bridge Upgrade - CFMEU Unauthorised entry, March 18

Hi Leigh,

Are you aware of the CFMEU bloke that came on site last Friday at about 1140am, through gate 6, Abutment B, no PPE?

Regards

Peter Konecny

Contract Administrator

Centenary Bridge Upgrade

M [REDACTED] E [REDACTED]
Level 6, 480 St Pauls Tce, Fortitude Valley, QLD, 4006, Australia

From: Leigh Hahn <[REDACTED]>
Sent: Tuesday, 19 March 2024 7:12 AM
To: Chris DEMARTINI <[REDACTED]> Peter KONECNY <[REDACTED]>
Cc: [REDACTED] Berry Freshney <[REDACTED]> Ben Weston <[REDACTED]>
<[REDACTED]> Gary Grant <[REDACTED]> Gavin Kenny <[REDACTED]>
<[REDACTED]> Mathew Quay-Verlander <Mathew.Quay-Verlander@tmr.qld.gov.au>
<[REDACTED]> Rex Clarke <[REDACTED]> Quinn Murray <[REDACTED]>
<[REDACTED]> Sean Donald <[REDACTED]>
Subject: CN-13712 Centenary Bridge Upgrade - CFMEU Unauthorised entry, March 18

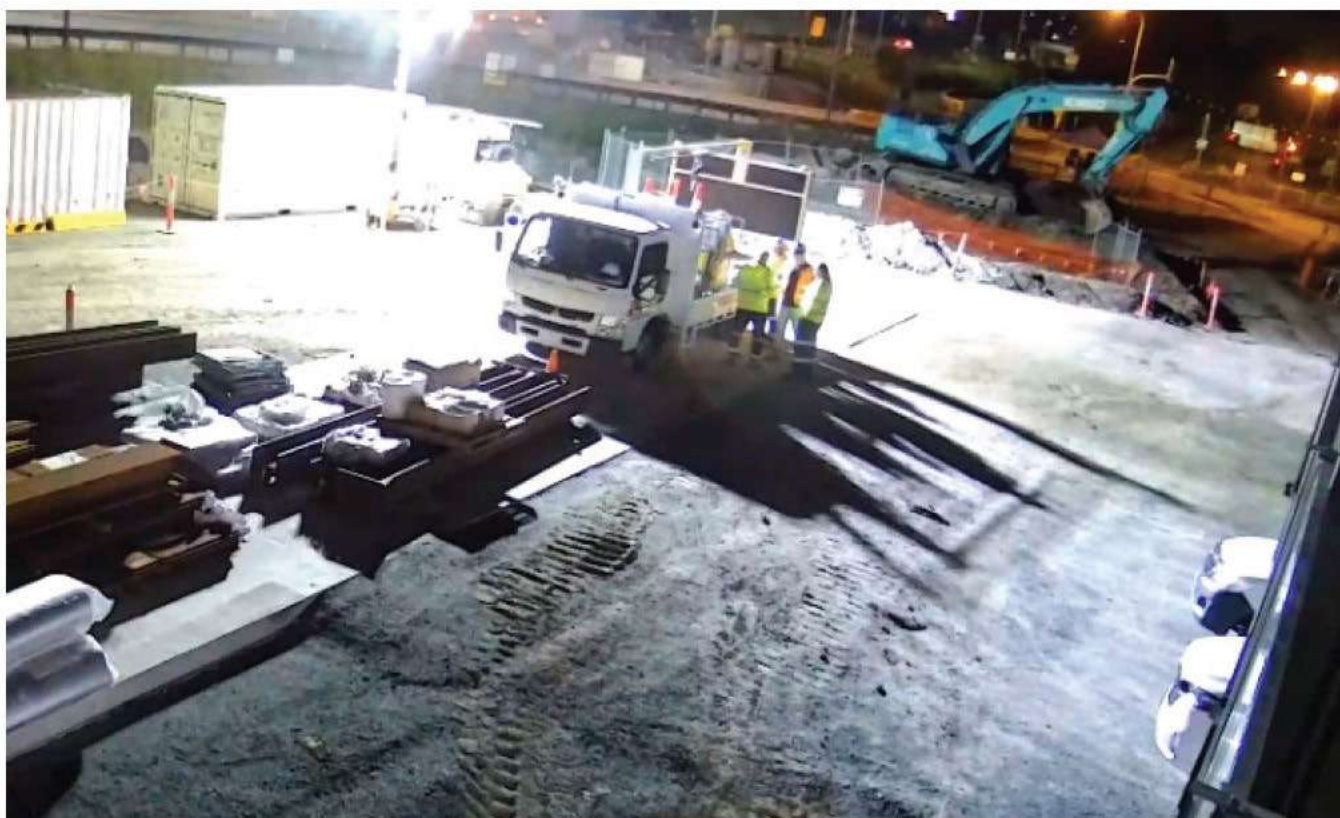
Hi Chris & Peter,

During last night's bridge inspection works, Sead reported that two CFMEU Organisers entered the Compound and then walked along the ATP to 'talk with Traffic Controllers'

- No reports of any safety inspection nor concerns.
- No reports of any requests for documentation.
- I understand that no disruption to works occurred.
- Consultation with the Traffic Controllers from KPI took place (image below).

This is the 2nd instance of an unauthorised entry in the past week following the transgression at Abutment B on March 12.

Security camera image from 10:32pm, 18-Mar-24.



Thanks,



Leigh Hahn
Project Director
Georgiou BMD Joint Venture (GBJV)

[REDACTED]
213 Sinnamon Road, Jindalee QLD 4074
PO Box 197 Wynnum Qld 4178

Centenary Bridge Upgrade Project

A team of CFMEU protesters has arrived at the front gate (Gate 1) on 19/03/2024 morning. This time with their own shade tent. Placed a couple of placards at the front and along the Sinnamon Road.

In the afternoon (maybe from 3.30pm), there were about 10-15 members gathered outside the gate 1. No disruption to works.

There is also from 12:51am, 19 March 2024. 16-minute video of CFMEU attired-personnel entering site, loitering, then interfering with a light tower. However, at 1.012 TB it is too large to transmit.

A team of CFMEU protesters has arrived at the front gate (Gate 1) on 19/03/2024 morning. This time with their own shade tent. Placed a couple of placards at the front and along the Sinnamon Road.

In the afternoon (maybe from 3.30pm), there were about 10-15 members gathered outside the gate 1. No disruption to works.

There is also from 12:51am, 19 March 2024. 16-minute video of CFMEU attired-personnel entering site, loitering, then interfering with a light tower. However, at 1.012 TB it is too large to transmit.

From: Leigh Hahn [REDACTED]
Sent: Mon 25/03/2024 4:39:29 AM (UTC)
To: Chris DEMARTINI [REDACTED] Peter
KONECNY [REDACTED]
Cc: CBUPTeam [REDACTED] Berry
Freshney [REDACTED] Ben
Weston [REDACTED] Gary
Grant [REDACTED] Gavin
Kenny [REDACTED] Mathew Quy-
Verlander [REDACTED] Rex
Clarke [REDACTED] Quinn
Murray [REDACTED] Sean
Donald [REDACTED]
Subject: CN-13712 Centenary Bridge Upgrade - CFMEU RoE, March 25

Hi Chris & Peter,

This morning, we had two CFMEU organisers attend our Site Compound.

- Blockade of Gate 1 continues, day and night, weekend included.
- No consultation with GBJV wages and minimal conversations with a few subcontract personnel occurred.
- No formal safety inspection took place however observations were made about:
 - access / egress inside the partially hacked pile heads
 - cleanliness of the ATP surface
 - currency of fire extinguishers
 - JHA's covering the effects of wet weather
 - mud on access ways
 - on-site parking signage
 - security of the temporary fencing footings adjacent to the Pier 1 batter's hinge point
 - storage of industrial gases
- No requests for documentation were made.
- Some disruption to works occurred however, many activities were already paused due to inclement weather or, shutdown by midday.

Thanks,



Leigh Hahn
Project Director
Georgiou BMD Joint Venture (GBJV)

[REDACTED]
213 Sinnamon Road, Jindalee QLD 4074
PO Box 197 Wynnum Qld 4178

Centenary Bridge Upgrade Project

From: Leigh Hahn [REDACTED]
Sent: Wed 27/03/2024 2:57:00 AM (UTC)
To: Chris DEMARTINI [REDACTED] Peter
KONECNY [REDACTED]
Cc: CBUPTeam [REDACTED] Berry
Freshney [REDACTED] Ben
Weston [REDACTED] Gary
Grant [REDACTED] Gavin
Kenny [REDACTED] Mathew Quy-
Verlander [REDACTED] Rex
Clarke [REDACTED] Quinn
Murray [REDACTED] Sean
Donald [REDACTED]
Subject: CN-13712 Centenary Bridge Upgrade - CFMEU RoE, March 27

Hi Chris & Peter,

This morning, we had two CFMEU organisers attend our Site Compound just after Pre-Start: I wasn't present so did not speak with them.

I understand that:

- Brief consultation with GBJV wages and subcontract personnel occurred.
- No disruption to works occurred due to inclement weather.
- No formal safety inspection took place however observations were made about.
- No requests for documentation were made.

Thanks,



Leigh Hahn
Project Director
Georgiou BMD Joint Venture (GBJV)

[REDACTED]
213 Sinnamon Road, Jindalee QLD 4074
PO Box 197 Wynnum Qld 4178



From: Leigh Hahn [REDACTED]
Sent: Wed 27/03/2024 6:25:14 AM (UTC)
To: Chris DEMARTINI [REDACTED]
Cc: CBUPTeam [REDACTED] David OEI [REDACTED]
Peter KONECNY [REDACTED] Anthony [REDACTED]
Parlato [REDACTED] Irene [REDACTED]
Peralta [REDACTED]
Subject: CN-13712 Centenary Bridge Upgrade - Effect of stuck truck at Gate 1 blockade, March 13

Sorry Chris, I meant to transmit this last week.

It's filtered to just a few routes but the delay produced by the struck truck in the CFMEU blockade was ~7-minutes (maximum) for the Citybound traffic on Sinnamon Road.



Leigh Hahn
Project Director
Georgiou BMD Joint Venture (GBJV)

[REDACTED]
213 Sinnamon Road, Jindalee QLD 4074
PO Box 197 Wynnum Qld 4178

Centenary Bridge Upgrade Project

A horizontal banner with a green background and a blue border. The text 'Centenary Bridge Upgrade Project' is written in a white, serif font.

From: Ben Weston [REDACTED]
Sent: Wed 03/04/2024 12:17:23 AM (UTC)
To: Chris DEMARTINI [REDACTED]
Cc: CBUPTeam [REDACTED] David OEI [REDACTED]
Peter KONECNY [REDACTED] Gary [REDACTED]
Grant [REDACTED]
Subject: CN-13712 Centenary Bridge Upgrade - Right of Entry Notices, April 3rd

Good morning,

Please find the attached notice of entries which were issued on the Centenary Bridge Upgrade project this morning.

The inspection was focussed on subcontractor Caporn, Items which were looked over include;

- The generator in use on the Caporn barge required additional testing and tagging (out of date)
- First aid kits were inspected along with barge facilities
- Conversations held with Caporn workers

Disruptions to work activities occurred over a hour and a half due to the generator requiring testing. Electricians arrived onsite at 09:45hrs to complete the testing, before operations recommence.

Regards,



Ben Weston
Safety Manager
Georgiou BMD Joint Venture (GBJV)

[REDACTED]
213 Sinnamon Road, Jindalee QLD 4074
PO Box 197 Wynnum Qld 4178



From: Ben Weston
Sent: Tuesday, April 2, 2024 9:41 AM
To: Chris DEMARTINI <[REDACTED]>
Cc: CBUPTeam@tmr.qld.gov.au; David OEI <[REDACTED]> Peter KONECNY
<[REDACTED]> Gary Grant <[REDACTED]>
Subject: CN-13712 Centenary Bridge Upgrade - Right of Entry Notices, March 28

Good morning,
Please find the attached Notice of Entries which were issued by CMFEU organisers last Thursday.

Regards,



Ben Weston
Safety Manager
Georgiou BMD Joint Venture (GBJV)

[REDACTED]
213 Sinnamon Road, Jindalee QLD 4074
PO Box 197 Wynnum Qld 4178



From: Quinn Murray [REDACTED]
Sent: Wed 17/04/2024 6:19:03 AM (UTC)
To: Chris DEMARTINI [REDACTED] Peter KONECNY [REDACTED]
Cc: CBUPTeam [REDACTED] Damitha A Peiris [REDACTED] Francisca P Knight [REDACTED] Gareth Davie [REDACTED] Gary Grant [REDACTED] Berry Freshney [REDACTED] Rex Clarke [REDACTED] Ben Weston [REDACTED]
Subject: CN-13712 Centenary Bridge Upgrade - CFMEU, April 17

Chris & Peter

This morning we had two CFMEU organisers attend site and enter the project site without permits.

Summary of the day is as follows:

Consultation was held over requests for information on the two Caporn cranes. GBJV requested they leave site due to not having a lawful reason to be on site. Upon refusal, GBJV called the QPS to assist. QPS advised that they cannot remove personnel without direction in writing from WHSQ. GBJV contacted WHSQ and requested the assistance of Inspectors. WHSQ, GBJV and CFMEU convened a meeting and concluded issues were resolved.

Disruption to southern landside piling, marine piling and pier 6 operations were experienced as a result of the CFMEU.

WHSQ advised that they deem the matter concluded.



Quinn Murray
Project Manager
Georgiou BMD Joint Venture (GBJV)

[REDACTED]
213 Sinnamon Road, Jindalee QLD 4074
PO Box 197 Wynnum Qld 4178

Centenary Bridge Upgrade Project

From: Gareth Davie [REDACTED]
Sent: Wed 17/04/2024 9:24:03 AM (UTC)
To: Chris DEMARTINI [REDACTED] Peter KONECNY [REDACTED]
Cc: Quinn Murray [REDACTED] Rex Clarke [REDACTED] Francisca P Knight [REDACTED] Damitha A Peiris [REDACTED] CBUP Team [REDACTED] Gary Grant [REDACTED] Berry [REDACTED] Freshney [REDACTED] Ben Weston [REDACTED] Sean Donald [REDACTED]
Subject: CN-13712 CFMEU Site Visit 16/04/24

Hello Chris and Peter,

Please see following the GBJV notes in relation to the unexpected CFMEU site visit on Tuesday 16 April 2024:

- Mr Dean Reilly (CFMEU) was noticed walking on the ATP under Abutment A at 9:50am
- Gavin Kenny (GBJV Superintendent) and Ben Weston (GBJV Safety Manager) walked to the Abutment A area to meet with Mr Reilly
- Mr Reilly asked to look at the pre-start booklet for the Universal owned, Caporn hired crane in use at abutment A along with service records and operator VOC's. Specifically the 1,000hr service records.
- Mr Reilly sat under the crane to stop it's use until the documentation was provided
- Mr Reilly entered the site illegally site under S81.3 which only gives him the entitlement to enter the office and compound area but not the site. Mr Reilly has had his Commission issued entry permit revoked.
- Mr Reilly viewed the documentation and left site around 12pm

Whilst the CFMEU were onsite, the steel fixers at Abutment A were told by GBJV to take an early smoko at 10am and did not return back to work until 12pm. Caporn were also unable to work during this duration due to Mr Reilly sitting under the crane.

Regards
Gareth

Georgiou



Gareth Davie
Project Director
BMD Constructions

1 Sandpiper Ave Port of Brisbane QLD 4178
PO Box 197 Wynnum Qld 4178

Centenary Bridge Upgrade Project

From: Quinn Murray [REDACTED]
Sent: Thur 18/04/2024 3:06:46 AM (UTC)
To: Chris DEMARTINI [REDACTED] Peter KONECNY [REDACTED]
Cc: CBUPTeam [REDACTED] Francisca P Knight [REDACTED] Damitha A Peiris [REDACTED] Gareth Davie [REDACTED] Gary Grant [REDACTED] Berry Freshney [REDACTED] Rex Clarke [REDACTED] Ben Weston [REDACTED]
Subject: CN-13712 Centenary Bridge Upgrade - CFMEU, April 17 Nightshift

Chris & Peter,

On nightshift last night we had Three CFMEU Organisers attend site, two persons held valid entry permits and presented S117 notices, the 3rd did not.

Summary of events are as follows:

- 8:10pm: 3 x CFMEU members arrived onsite, initial contact made at Gate 1 with Kristi Gibson (Minstaff), who then notified myself and Matt Kennedy of their presence.
 - Dylan Howard & Cody Budgeon both presented Entry notices
 - Aiden (?) didn't appear to have a valid permit, did not present valid Entry Notice
- 8:15pm: Issues raised to GBJV team included:
 - Access and Egress (incl lighting)
 - Plant & Maintenance Records
 - Information Instruction and training provided to workers around safe systems of work
- 8:30pm: GBJV Management instructed the Nightshift team to close the site as the shift crew is not resourced to provide adequate supervision whilst simultaneously managing IR matters.
- 10:00pm All workers and CFMEU members vacated the site

Disruption to Sinnamon Road Intersection Works were experienced as a result of the CFMEU

Note that in light of this attention on Nigh-shift, GBJV will be deploying additional management resource to assist in maintaining work continuity should the CFMEU return.

Regards,

Georgiou



Quinn Murray
Project Manager
Georgiou BMD Joint Venture (GBJV)

+

213 Sinnamon Road, Jindalee QLD 4074
PO Box 197 Wynnum Qld 4178

Centenary Bridge Upgrade Project

From: Gareth Davie [REDACTED]
Sent: Thur 18/04/2024 5:15:43 AM (UTC)
To: Chris DEMARTINI [REDACTED] Peter KONECNY [REDACTED]
Cc: Quinn Murray [REDACTED] Rex Clarke [REDACTED] Francisca P Knight [REDACTED] Damitha A Peiris [REDACTED] CBUP Team [REDACTED] Gary Grant [REDACTED] Berry [REDACTED] Freshney [REDACTED] Ben Weston [REDACTED]
Subject: CN-13712 CFMEU Visit 18/04/24

Hello Chris and Peter,

Please see following the GBJV notes in relation to the unexpected CFMEU site visit on Thursday 18 April 2024:

- Mr Luke Gibson was noted parked outside gate 6 (Vidgen Lane) at 9:15am
- Myself, Ben Weston (GBJV Safety Manager) and Ward Burdekin (Georgiou General Superintendent) drove to see him
- By the time we got to site Mr Gibson was standing at the satellite site office (entering illegally onto site)
- Ward asked Mr Gibson that he was not allowed in the site office area and was required to go to the main office to sign the visitors register
- Mr Gibson stated he was onsite to follow up on yesterday's visit
- Mr Gibson started to go through some minor safety related concerns with the site office (untidy electrical leads, urinal was flat with stagnant urine in it, clear walkway down the ramp)
- Whilst we were there Mr Gibson noticed a site surveyor temporarily removing a temp fence by an edge drop. This was actioned immediately as it was unsafe.
- Amicable discussions were had and Mr Gibson left site at 10:30am

No works were interrupted during the time the CFMEU was onsite.

Regards
Gareth



Gareth Davie
Project Director
BMD Constructions

[REDACTED]
1 Sandpiper Ave Port of Brisbane QLD 4178
PO Box 197 Wynnum Qld 4178

Centenary Bridge Upgrade Project

From: Gareth Davie [REDACTED]
Sent: Fri 26/04/2024 1:41:43 AM (UTC)
To: Chris DEMARTINI [REDACTED] Peter KONECNY [REDACTED]
Cc: Imran Z Qaiser [REDACTED] Damitha A Peiris [REDACTED] Francisca P Knight [REDACTED] Quinn Murray [REDACTED] Rex Clarke [REDACTED] CBUPTeam [REDACTED] Gary Grant [REDACTED] Ben Weston [REDACTED]
Subject: CN-13712 CFMEU Site Visit 23/04/24

Hello Chris and Peter,

Please see following the GBJV notes in relation to the unexpected CFMEU site visit on Tuesday 23 April 2024:

Gate 1/Precast Yard

- At approximately 7:30am, Mr Hayden Turner-Davey (CFMEU) arrived onsite through Gate 1
- Mr Turner-Davey was met by GBJV engaged IR consultants (Steve Lovewell and Grant Benson) requesting to sign the GBJV visitor register. Mr Turner-Davey would not.
- Mr Turner-Davey gave a S117 form to Mr Lovewell and proceeded to start walking through the precast yard. The GBJV logistic coordinators tried to stop Mr Turner-Davey from entering the site without signing the visitor register.
- Around 7:45am, Mr Dylan Howard (CFMEU) and Mr Matthew Vonhoff (CFMEU) arrived onsite through Gate 1 and also proceeded to walk through the precast yard. Again the GBJV logistic coordinators were stopping their progression without signing the GBJV visitor register. This created a bit of a melee.
- Mr Howard and Mr Vonhoff gave their S117 forms to Mr Br Benson and continued to voice their opinion that they should be allowed onsite.
- A number of discussions and negotiations were held between GBJV staff (note Mr Lovewell and Mr Benson shall be nominated as GBJV staff) and CFMEU members to sign the visitor register with the CFMEU members not willing to sign.
- It was agreed by both parties that GBJV staff could fill in the visitor register with the names of the CFMEU members, however upon the initialling of the particular rules as set out in the visitors register, the CFMEU would not sign/initial their name agreeing to the rules. This continued for approx. 45mins.
- At 8:11am, two x semi trucks arrived onsite with the gantry steel
- At around 8:25am, QPS were called and 3x QPS members arrived onsite at 8:35am and commenced discussions between both parties. This continued for approximately 1.5hrs.
- At 9:07am, Mr Gareth Davie (GBJV) called Workplace Health & Safety Queensland (WHSQ) and lodged a complaint.
- At 9:50am GBJV tried to commence unloading of the steel and at 10:10am the crane company (Borgers) would not commence unloading without viewing the lift plan and the steel material composition results
- Around 10:20am, QPS left site, citing that no infringement had taken place and they were told by their seniors to no longer attend

- At 10:25am Borgers crane operator and dogman were shown the documentation by My Anthony Parlatto (GBJV) and Mr Davie. The steel was unloaded at 11:40am.
- At 10:50am, Mr Jason Argent (WHSQ) and Mr John Azcue (WHSQ) both Senior Inspectors, arrived onsite
- Discussions were held between WHSQ, GBJV and CFMEU members regarding signing the visitors register, various discussions continued for approx. 2.5 hours
- At 1:30pm after discussions stalled, the CFMEU members started to leave site. Mr Howard and Mr Vonhoff left site
- At 1:40pm Mr Turner-Davey started walking across the precast yard towards the ATC and entered the Pier 1 work area. Mr Davie and Mr Quinn Murray (GBJV) followed.
- Mr Turner-Davey left site at 2pm.
- WHSQ Senior Inspectors Mr Argent and Mr Azcue left to attend to Vidgen Lane/Gate 6

Vidgen Lane - Gate 6

- At 10am, Mr Dean Mattas (CFMEU) and Mr Ben Cox (CFMEU) arrived through Gate 6 onto the work area at Vidgen Lane.
- The CFMEU members were met by Mr Nick Willets (GBJV) at around 10:05am at the crib sheds and were asked to attend the GBJV site office on Sinnamon Road to sign the visitors register. Mr Mattas and Mr Cox gave Mr Willets their S117 forms who refused to accept it
- The CFMEU continued to walk towards Abutment B and stopped GBJV's positrack from working on the crane pad and gave Mr Willets the two S117 forms whom accepted the forms at this stage
- Members of the GBJV logistic coordinators were relocated from the precast yard to Vidgen Lane at 10:20am
- GBJV logistic coordinators tried in vain to stop the CFMEU members from accessing the Pier 5 work area (pier 5/1 was programmed to be poured)
- Discussions were held between both parties to try and understand the issues raised on the S117 forms. This went on for 1.5hours and were very heated.
- At around 1:05pm Mr Mattas and Mr Cox sat down between the concrete pump and the concrete agitator restricting the unloading of the concrete. GBJV logistic coordinators tried to physically remove the CFMEU members.
- At 2:30pm WHSQ Senior Inspectors Mr Argent and Mr Azcue arrived to site
- Discussions were held regarding the perceived issues noted in the S117 forms, this went on for approx. 1.5hrs
- At around 3pm, the concrete pour to pier 5/1 was abandoned
- WHSQ Senior Inspectors and CFMEU members left site at 4pm

I trust this is sufficient information. Should you wish to contact me for more information, please contact me.

Regards
Gareth

Georgiou



Gareth Davie
Project Director
BMD Constructions

1 Sandpiper Ave Port of Brisbane QLD 4178
PO Box 197 Wynnum Qld 4178

Centenary Bridge Upgrade Project

From: Imran Z Qaiser[/O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=3926B7D79EE4490397BF9C104B0F5141-IMRAN Z QAI]
Sent: Sun 28/04/2024 11:37:59 PM (UTC)
To: John Ryan [REDACTED]
Cc: Francisca P Knight [REDACTED] Ian K Gahoy [REDACTED] CBUP[CBUP@tmr.qld.gov.au]; chris.demartini [REDACTED]
Subject: CFMEU Representatives and 7 News Channel crew at Site

Hi Jack

As per my text message, there are so many (14) CFMEU representatives at Site and they are within the site boundary(Project limits). GBJV has advised that no works will be happening at Site today due to so many CFMEU representatives and it could be unsafe for them.

At the same time, we have 7 news crew members here. No one has spoken to 7 news crew.

On Sinnamon Road parking (Infront of our site office), there are three police cars present too.

I will keep you updated.

Regards

Imran Qaiser

A/Principal Engineer (Centenary Bridge Upgrade Project) | Metropolitan Region
Program Delivery & Operations Branch | Infrastructure Management and Delivery Division | Department of Transport and Main Roads
213 Sinnamon Road, Jindalee, Qld [REDACTED]

E: [REDACTED]

W: www.tmr.qld.gov.au

From: Gareth Davie [REDACTED]
Sent: Wed 15/05/2024 2:18:20 AM (UTC)
To: Chris DEMARTINI [REDACTED]
Cc: Francisca P Knight [REDACTED] Damitha A
Peiris [REDACTED] Imran Z
Kaiser [REDACTED] Rex
Clarke [REDACTED] Quinn
Murray [REDACTED] Ben
Weston [REDACTED]
CBUPTeam[CBUPTeam@tmr.qld.gov.au]; CBUP[CBUP@tmr.qld.gov.au]; Peter
KONECNY [REDACTED]
Subject: CN-13712 CFMEU Site Visit 14/05/24

Hello Chris,

Please below a brief summary of the unexpected CFMEU Site Visit on Tuesday 14th May 2024.

- At approx. 10:30am 2 x CFMEU Organisers entered the ATP via Sinnamon Road and walked up to the entrance to the site offices
- Both CFMEU Organisers Mr Hayden Turner- Davey and Mr Jamie Porter issued S117's to enter site, however would not sign the GBJV's visitor register, therefore were not authorised to enter site
- After 10mins of discussions, Mr Turner-Davey and Mr Porter walked down the active transport path (ATP) to the gate entrance which leads down to Abutment A
- Mr Turner-Davey and Mr Porter positioned themselves on the ATP, in an attempt to stop concrete trucks accessing the concrete pour at Pier 1
- At approximately 11:45hrs the first concrete truck arrived on site, GBJV personnel directed Mr Turner-Davey and Mr Porter to move away from the exclusion zone which they refused.
- GBJV Security formed a human shield and forced Mr Turner-Davey and Mr Porter out of the exclusion zone, allowing the concrete trucks to enter the work zone
- From 11:30am CFMEU members commenced congregating in the gym carpark adjacent to site
- At approx. 1:30pm around 40 CFMEU members blockaded the front of the Gate 1 and stopped the entry of one concrete truck
- At 1:30pm GBJV put the concrete pour on hold
- A further 10-12 CFMEU Organisers walked along the ATP to the gate entrance to Abutment A
- GBJV phoned QPS to attend site at 1:30pm and 2x QPS arrived onsite at 1:45pm with another 2x QPS arriving 5 mins later and another 2x QPS arriving at approx. 2pm
- At around 2:15pm WHSQ Inspectors Mr Jason Argent and Mr Ravi XX? Attempted to enter site through Gate 1 and were stopped by the CFMEU blockade
- At 2:20pm WHSQ Inspectors Mr Jason Argent and Mr Ravi XX? arrived onsite
- The CFMEU blockade continued to stop a further 3x concrete trucks from entering Gate 1 with the last 2x trucks refused entry at approx. 3pm
- QPS issued "move-on" orders to the blockade, however did not have enough resources to arrest all 40 CFMEU members
- From 3pm to 3:30pm WHSQ inspectors went to Pier 1 to review the S117's without any concern over the concrete pour and concrete pump
- From 3:30pm to 4pm WHSQ inspectors continued to inspect the site and issued 1x Safety Improvement Notice for incorrect edge protection

- Around 4:15pm all CFMEU members and organisers left the site area
- 4:45pm WHSQ left site

If there is any further information, please contact me.

Regards
Gareth



Gareth Davie
Project Director
BMD Constructions

[REDACTED]
1 Sandpiper Ave Port of Brisbane QLD 4178
PO Box 197 Wynnum Qld 4178



From: Quinn Murray [REDACTED]
Sent: Sun 16/06/2024 10:42:36 PM (UTC)
To: Chris DEMARTINI [REDACTED] Peter KONECNY [REDACTED]
Cc: Francisca P Knight [REDACTED] Damitha A Peiris [REDACTED] CBUP Team [REDACTED] Gareth Davie [REDACTED] Rex Clarke [REDACTED] Ben Weston [REDACTED]
Subject: CN-13712 - CFMEU Visit 14/06/2024
Attachment: Notice of Entry_Hayden Turner Davey_14-06-2024.pdf
Attachment: Notice of Entry_Matthew Vonhoff_14-06-2024.pdf
Attachment: Notice of Entry_Eben Cox_14-06-2024.pdf

Chris / Peter,

Please find below a chronology of the events surrounding the attendance of the CFMEU to CBUP on Friday 14 June 2024

- CFMEU organisers Hayden Turner, Matthew Vonhoff and Eben Cox arrived onsite at 09:00hrs and produced s117 notices
- The three organisers signed into rapid access as visitors in accordance with GBJV procedure
- GBJV were advised by organisers that they had called WHSQ to attend site (they arrived at approx. 10:30hrs)
- Discussions held about the validity of their notices (not specifying their concerns, open ended)
- Discussions held about the ATP and worker / pedestrian / cyclist interaction
- Discussions were held regarding the scaffold access at Pier 6. Minor issue raised with sole board missing - rectified while WHSQ were present
- Documentation was requested from the organisers. They asked to see the project emergency management plan and an emergency drill. After authorisation was given from head office, photos of these documents were allowed to be taken.
- At approximately 13:45hrs both WHSQ and Union left site.
- No Improvement Notices were issued

Please let me know should you require anything further.

Georgiou



Quinn Murray
Project Manager
Georgiou BMD Joint Venture (GBJV)

[REDACTED]
213 Sinnamon Road, Jindalee QLD 4074
PO Box 197 Wynnum Qld 4178

Centenary Bridge Upgrade Project

From: Quinn Murray [REDACTED]
Sent: Tue 02/07/2024 4:46:59 AM (UTC)
To: Chris DEMARTINI [REDACTED] Peter KONECNY [REDACTED]
Cc: Francisca P Knight [REDACTED] Damitha A Peiris [REDACTED] Imran Z Kaiser [REDACTED] Gareth Davie [REDACTED] James Smith [REDACTED] Rex Clarke [REDACTED] Ben Weston [REDACTED]
Subject: CN-13712 - CFMEU Site Visit 20240702
Attachment: Notice of Entry_Dylan Howard_02-07-2024.pdf
Attachment: Notice of Entry_Cameron Paul_02-07-2024.pdf

All,

Please find attached Notice of Entry supplied by CFMEU Organisers today. Summary of events as below:

- 12.30pm - CFMEU Organisers Dylan Howard and Cameron Paul attended site and produced s177 notices of entry
- 12.40pm - site inductions concluded and organisers were escorted through the safe areas of site by Ben Weston, Andrew Went and Grant Benson
 - Discussions were held regarding access to the 320T crawler crane
 - Discussions were held regarding the use of hi-ab trucks
 - No requests to talk to the workers were made
 - No requests for documentation were made
 - No attendance by WHSQ and/or QPS
- 1.20pm - site tour concluded and organisers vacated the project site

Regards,



Quinn Murray
Project Manager
Georgiou BMD Joint Venture (GBJV)

[REDACTED]
213 Sinnamon Road, Jindalee QLD 4074
PO Box 197 Wynnum Qld 4178

Centenary Bridge Upgrade Project

From: Quinn Murray [REDACTED]
Sent: Wed 03/07/2024 6:50:07 AM (UTC)
To: Chris DEMARTINI [REDACTED] Peter KONECNY [REDACTED]
Cc: Francisca P Knight [REDACTED] Damitha A Peiris [REDACTED] Imran Z Qaiser [REDACTED] Gareth Davie [REDACTED] James Smith [REDACTED] Rex Clarke [REDACTED] Ben Weston [REDACTED]
Subject: CN-13712 - CFMEU Site Visit 20240703
Attachment: Notice Of Entry_Cameron Paul_03-07-2024.pdf
Attachment: Notice Of Entry_Hayden Turner Davey_03-07-2024.pdf

All,

Please find attached Notice of Entry supplied by CFMEU Organisers today. Summary of events as below:

- 7.40am - CFMEU Organisers Hayden Turner-Davey and Cameron Paul attended site and produced s177 notices of entry
- 8:00am - site inductions concluded and organisers were escorted through the safe areas of site by Ben Weston, Andrew Went and Grant Benson
 - Discussions were held regarding access to the 320T crawler crane
 - Discussions were held regarding puddles in work areas leading to the pontoons
 - No requests to talk to the workers were made
 - No requests for documentation were made
 - No attendance by WHSQ and/or QPS
- 9.20am - site tour concluded and organisers vacated the project site

Regards,



Quinn Murray
Project Manager
Georgiou BMD Joint Venture (GBJV)

+ [REDACTED]
213 Sinnamon Road, Jindalee QLD 4074
PO Box 197 Wynnum Qld 4178

Centenary Bridge Upgrade Project

From: Ben Weston [REDACTED]
Sent: Thur 11/07/2024 11:10:56 PM (UTC)
To: Damitha A Peiris [REDACTED]
Cc: Chris DEMARTINI [REDACTED] Imran Z
Qaiser [REDACTED] Faiz Z
Rahmansyah [REDACTED] Peter
KONECNY [REDACTED] James
Smith [REDACTED] Quinn
Murray [REDACTED] Gareth
Davie [REDACTED]
Subject: 815-J019 CFMEU and AWU Notices
Attachment: Notice of Entry_Cody Budgeon_10-07-2024.pdf
Attachment: Notice of Entry_Hayden Turner Davey_10-07-2024.pdf
Attachment: Right of Entry.pdf

Good morning Damitha,
As requested, please find the attached notices which were issued by the CFMEU and AWU.
A briefing of events are listed below;

CFMEU visit

GBJV personnel present
Ben Weston
Grant Benson
Steve Lovewell
Andrew Went

On arrival GBJV personnel went through process of having organisers scan through Rapid Access then had conversations with both organisers regarding site visitor rules.

Discussion had with both organisers as to the clarity of their 119 (Notice) each notice was very broad in content and not identifying suspected contraventions. Initially neither Turner-Davey or Budgeon knew which act they were entering under or the suspicion they had.

Eventually each organiser identified the issues they were wishing to enter to make inquiries into and the locations –Ben Weston stated he knew what they were wanting to look at and the location and eventually had the organisers agreeing to what they wanted.

At this stage they both produced their permits – Federal and State – Lovewell noticed on the rear of each Federal Permit a condition that stated “It is a condition of entry by the permit holder “Name” that they must complete a course concerning the rights of entry and lodge a certificate of completion prior to exercising their rights”
(or words to this affect)

Lovewell questioned them on this and stated that according to the condition they must have lodged their certificate of completion – they advised they had – Lovewell asked where is the confirmation of this? How do we know you have done this?

Turner-Davey said go check the web site. Further conversations about this – Lovewell then said – “Look I think we will take you on your word that you have lodged this but I will be checking this for the next time you come on. If you need to have this certificate with you we could refuse you entry if you don’t have it” But for today we will take you on your word.

Lovewell had a conversation with them concerning it should be their obligation to provide this rather

than we having to search.

Further discussion relating to entry

Both Turner- Davey and Budgeon refused rule 12 – to not video record while on site stating that there is no legislation that prohibits this and the fact that police and whs inspectors video so why can't they.

Lovewell had discussions with both relating to this stating that both these agencies actually have legislative power that allows them to photograph or record. And in fact unions in Canberra actually have a section 118 A which allows organsiers to take videos and photos of work practices that are directly relevant to the issue.

Here in Qld there is no such power.

Further that there is a Federal court ruling that states where a section such as 118 is so precise about what people can do, and it is absent on other areas, then those areas are deemed not to be able to be completed.

Further discussions then had with regards the rights of Turner-Davey and Budgeon to enter site with their body cameras on. Entry was not refused however entry was allowed on the condition that both organsiers adhered to reasonable site rules regarding the recording. Each organsier was asked to put their cameras in their pockets and entry would be affected and the issues they have raised looked at. Lengthy discussions had with both about the rights to record – Lovewell spoke to Damian regarding this.

Lovewell spoke to Weston – advised that it would be reasonable to take each organsier on. Bother organisers stated that in their opinion it wasn't reasonable and after some further discussion both Turner – Davey and Budgeon stated that they would not be turning off their Body Worn cameras as a condition of entry.

Entry to site was unable to be facilitated at this time and a dispute raised surrounding both Turner-Davey and Budgeon refusing to following the site rules pertaining to not recording video or photos whilst on site.

Both organisers then left site

AWU visit

Jamie McQueen (AWU representative) attended site and had a conversation to a small group of workers about membership. The meeting took place following 'smoko' and lasted approximately 15 minutes.

Mr McQueen left site following the meeting. No request for documentation or to inspect site.

Regards,



Ben Weston
Safety Manager
Georgiou BMD Joint Venture (GBJV)

[Redacted]
213 Sinnamon Road, Jindalee QLD 4074
PO Box 197 Wynnum Qld 4178

Centenary Bridge Upgrade Project

From: Gareth Davie [REDACTED]
Sent: Fri 12/07/2024 3:56:19 AM (UTC)
To: Peter KONECNY [REDACTED]
Cc: Chris DEMARTINI [REDACTED] Francisca P
Knight [REDACTED] Damitha A
Peiris [REDACTED] Quinn
Murray [REDACTED] James
Smith [REDACTED]
Subject: 815-J019 Centenary Bridge Upgrade_Union Activity_10-07-2024
Attachment: Notice of Entry_Cody Budgeon_10-07-2024.pdf
Attachment: Notice of Entry_Hayden Turner Davey_10-07-2024.pdf

Hello Peter,

Please see attached NOE and description of CFMEU visit on 10/07/24.

Date of Entry - 10/07/2024

Arrival Time - 11:15hrs

Departure Time - 12:40hrs

Project - Centenary Bridge Upgrade

Work areas reviewed during inspection - Union organisers did not enter any work areas. Conversation conducted at the entry gate to the main office.

Video / photo evidence taken - Video footage was taken via body cams which were worn by the two GBJV industrial relation representatives (Steve and Grant)

Industrial Association - CFMEU

Union Official(s) - Hayden Turner Davey, Cody Budgeon.

GBJV Personnel - Ben Weston, Andrew Went.

Subcontractor Personnel - No interaction with subcontractors.

Authorising Act - Work Health and Safety Act 2011 ("WHS Act")

Act Provisions - s117 - Entry to inquire into suspected safety contraventions

Entry Authorisation - Denied

If entry refused, reason for refusal - Union organisers refused to turn off bodycams while onsite as per project site rule #12.

WHSQ Inspector Attendance - No

WHSQ Enforcement Notice(s) Nil

Law Enforcement - Nil

Briefing of events

Two Union Organisers (UOs - Hayden Turner-Davey and Cody Budgeon) arrived at the site office (213 Sinnamon Rd) at 11:15 hrs and were greeted by the GBJV safety manager, along with the Logistic Coordinators (LCs) and the Industrial Relations Representative (IRR). The UOs registered as visitors and were informed of the project site rules posted on the front fence. Subsequently, they presented their permits and provided an s117 entry notice. Although the entry notice lacked specificity, they could verbally specify the locations and activities of concern. It was agreed that the inspection would

proceed on the condition that they disable their bodycams, in accordance with site rule #12. The discussion regarding the use of video recording devices lasted about an hour. Unable to reach a resolution, the UOs claimed that GBJV personnel were obstructing / hindering them and decided to leave the site at 12:30 hrs.

Regards
Gareth



Gareth Davie
Project Director
BMD Constructions

[REDACTED]
1 Sandpiper Ave Port of Brisbane QLD 4178
PO Box 197 Wynnum Qld 4178



From: Quinn Murray [REDACTED]
Sent: Mon 29/07/2024 7:00:41 AM (UTC)
To: Chris DEMARTINI [REDACTED] Peter KONECNY [REDACTED]
Cc: Francisca P Knight [REDACTED] Damitha A Peiris [REDACTED] Imran Z Kaiser [REDACTED] Gareth Davie [REDACTED] Gary Grant [REDACTED] James Smith [REDACTED]
Subject: CN-13712 - CFMEU Attendance - 29th July 2024
Attachment: Notice of Entry_Hayden Turner Davey_29-07-2024.pdf

Chris / Peter,

Please refer attached S117 and below summary of CFMEU interactions today.

- At approximately 10am today CFMEU Organiser presented to the project office with a S117 entry permit.
- CFMEU Organiser complied with site requirements and as such a site inspection was conducted by GBJV Safety and IR team
- Queries raised by the CFMEU were related to the following:
 - EWP spotters for rescue operations
 - Sole plates on scaffold systems
 - Housekeeping on scaffold walkways
- Inspection concluded at 12pm.
- No attendance from WHSQ or QPS.



Quinn Murray
Project Manager
Georgiou BMD Joint Venture (GBJV)

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213 Sinnamon Road, Jindalee QLD 4074
PO Box 197 Wynnum Qld 4178



From: Quinn Murray [REDACTED]
Sent: Wed 31/07/2024 5:04:07 AM (UTC)
To: Chris DEMARTINI [REDACTED] Peter KONECNY [REDACTED]
Cc: Francisca P Knight [REDACTED] Damitha A Peiris [REDACTED] James Smith [REDACTED] Gareth Davie [REDACTED] Gary Grant [REDACTED] Rex Clarke [REDACTED]
Subject: CN-13712 - CFMEU Unlawful Attendance 30 July 2024

Chris / Peter,

Apologies for the delay in this notification, however it took some time to discern the details of the events that transpired yesterday morning.

At approximately 5.45am yesterday morning, personnel from the GBJV Steel Subcontractor, Mulherrins, were met by a CFMEU Organiser on their way into the project site (notionally in the gym carpark).

The CFMEU organiser advised the project personnel that they would be expected to contribute financial assistance to the CFMEU in support of the Industrial Action being taken at one of the other significant state infrastructure developments. The discussion became heated and was observed by a number of GBJV direct employees. The CFMEU Organiser vacated the site at approximately 6.15am. The Mulherrins personnel attended prestart and were visibly distressed by the discussions. Following consultation with the GBJV Superintendent they proceeded with conducting their works for the day.

GBJV personnel did not recognise the CFMEU Organiser.



Quinn Murray
Project Manager
Georgiou BMD Joint Venture (GBJV)

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213 Sinnamon Road, Jindalee QLD 4074
PO Box 197 Wynnum Qld 4178

Centenary Bridge Upgrade Project

From: Quinn Murray [REDACTED]
Sent: Thur 12/09/2024 5:37:49 AM (UTC)
To: Chris DEMARTINI [REDACTED] Peter KONECNY [REDACTED]
Cc: Francisca P Knight [REDACTED] Damitha A Peiris [REDACTED]
CBUP Team [CBUP Team@tmr.qld.gov.au]; James Smith [REDACTED] Ben Weston [REDACTED] Rex Clarke [REDACTED] Gareth Davie [REDACTED] Gary Grant [REDACTED]
Subject: CN-13712 - CFMEU Attendance 12/09/2024

Chris / Peter,

Please refer below summary of today's events surrounding the CFMEU attendance to CBUP:

Date of Entry - 12/09/2024

Arrival Time - 07:55hrs

Departure Time - 09:31hrs

Work areas reviewed during inspection - Northern side of the project, Abutment B work area.

Video / photo evidence taken - Video footage was taken via body cams (Ben Weston & Grant Benson).

Industrial Association - CFMEU

Union Official(s) - Dean Mattas / Corey Taylor

GBJV Personnel - Ben Weston, Grant Benson.

Subcontractor Personnel - Nil

Authorising Act - Work Health and Safety Act 2011 ("WHS Act")

Act Provisions - s117 - Entry to inquire into suspected safety contraventions

Entry Authorisation - Permitted

If entry refused, reason for refusal - Union organisers refused following refusal to abide to GBJV site rule 12.

WHSQ Inspector Attendance - Nil

Briefing of events -

✓ Union Organisers (UO) Dean Mattas and Corey Taylor attended the site office (213 Sinnamon Rd) at 07:55hrs and were met by GBJV personnel. The two UO's presented their permits and provided s117 entry notice to GBJV personnel.

✓ UO's complete a visitor induction before the issues raised on the notice of entry (NOE) were address.

✓ Initially the UO's stated they would abide by all site rules including rule 12 (not to film or take photos onsite).

✓ UO's and GBJV left main office and attended the Vidgen lane work area in two separate vehicles.

✓ On arrival to Vidgen lane the UO's parked their vehicle in the site compound car park and exited their vehicle with body cams.

✓ GBJV personnel stated that filming onsite was not allowed, as per rule 12.

✓ UO's were asked to leave site due to the breach to company procedures.

✓ Following a 10-minute conversation on the topic the UO's left site and parked at the entry gate to

Vidgen Lane.

- ✓ Following advice from senior management, the UO's were given a second chance to again enter site and observe the area of their concern (incident scene).
- ✓ UO's were escorted to the area of concern at which point immediately commenced taking photos of the incident scene.
- ✓ GBJV personnel requested UO's to vacate the site following another breach of company policy. Subsequently, they began recording videos on their personal phones of the GBJV workers, providing commentary as they did so.
- ✓ After approximately 20 minutes of repeatedly asking the UO's to leave site, they complied.
- ✓ The interaction ended at 09:31hrs

Please let me know if you require anything further.



Quinn Murray
Project Manager
Georgiou BMD Joint Venture (GBJV)

213 Sinnamon Road, Jindalee QLD 4074
PO Box 197 Wynnum Qld 4178

Centenary Bridge Upgrade Project

From: Ben Weston [REDACTED]
Sent: Wed 05/02/2025 6:01:51 AM (UTC)
To: Chris DEMARTINI [REDACTED] Peter KONECNY [REDACTED]
Cc: Damitha A Peiris [REDACTED] Faiz Z [REDACTED] Imran Z [REDACTED] Qaiser [REDACTED] Francisca P [REDACTED] Knight [REDACTED] Quinn [REDACTED] Murray [REDACTED] James [REDACTED] Smith [REDACTED] Greg Polzin [REDACTED] Gary Grant [REDACTED]
Subject: 815-J019 CFMEU Interaction 05-02-2025

Hi Peter / Chris,

Please see below Union Site Entry Report from the GBJV Centenary Bridge Upgrade Project:

Date of Entry - 05/02/2025

Arrival Time - 10:45hrs

Departure Time - 12:00hrs

Project - Centenary Bridge Upgrade

Work areas reviewed during inspection - Pre-Cast Yard and the Span 7, Abutment B.

Video / photo evidence taken - Video footage was taken via body cams which were worn by Ben Weston and Grant Benson.

Industrial Association - CFMEU

Union Official(s) - Cody Budgeon, Brodie Wood

GBJV Personnel - Ben Weston, Dean Searle, Adrian Burrowes, Grant Benson

Subcontractor Personnel - No subcontractors spoken to during the inspection.

Authorising Act - Work Health and Safety Act 2011 ("WHS Act")

Act Provisions - s117 - Entry to inquire into suspected safety contraventions

Entry Authorisation - Permitted

If entry refused, reason for refusal - Nil

WHSQ Inspector Attendance - Nil

WHSQ Enforcement Notice(s) issued - Nil

Briefing on Events

Union Organizers, Mr. Budgeon and Mr. Wood, arrived at the site office located at 213 Sinnamon Road at approximately 10:45 hours. They were greeted by the GBJV Logistics Coordinators, Industrial Relations Representative, and Safety personnel. The Union Organisers had submitted the s117 entry notice 24 hours prior to their visit. The entry notice outlined concerns regarding potential safety violations, specifically issues related to working at heights on girders in the precast yard, as well as concerns regarding non-compliant handrails on the northern abutment, Span 7. The Union Organisers elaborated on these points upon request before being granted access to the site.

The initial inspection focused on the girders within the precast yard, where discussions centered around the protocols for safely accessing the tops of girders and securing connections to the static line. The Union Organisers inquired about how workers were trained

to follow these procedures. It was explained that training is provided through the site induction process, the precast yard induction, Work Method Statements (WMS) for working at heights, WMS for the precast yard, and additional training conducted during pre-start and toolbox talks. The Union Organisers requested evidence to confirm that workers, when connected to the static line via an inertia reel, are restricted from approaching the edge of the girder. Evidence to confirm the current process which is in place is adequate is being complied to submit at a later date.

After completing the inspection of the precast yard, the Union Organisers accompanied GBJV personnel to Abutment B to address concerns regarding the handrails on Span 7. The Union Organisers raised questions about the process of landing parapets, noting that while traveling along the Centenary Motorway, they observed workers leaning over the edge of the deck without complaint handrails during this activity. They were asked if they could provide photographic evidence of this observation, but they were unable to do so. A conversation with the structure supervisor confirmed that handrails were in place during the activity in question.

Regards,



Ben Weston
Safety Manager
Georgiou BMD Joint Venture (GBJV)

[REDACTED]
213 Sinnamon Road, Jindalee QLD 4074
PO Box 197 Wynnum Qld 4178



From: Ben Weston [REDACTED]
Sent: Tue 11/02/2025 2:24:19 AM (UTC)
To: Chris DEMARTINI [REDACTED] Peter
KONECNY [REDACTED]
Cc: Damitha A Peiris [REDACTED] Faiz Z
Rahmansyah [REDACTED] Imran Z
Qaiser [REDACTED] Francisca P
Knight [REDACTED] Quinn
Murray [REDACTED] James
Smith [REDACTED]
Subject: 815-J019 CFMEU Interaction 11-02-2025

Hi Peter / Chris,
Please see below Union Site Entry Report from the GBJV Centenary Bridge Upgrade Project:

Date of Entry - 11/02/2025
Arrival Time - 08:00hrs
Departure Time - 09:00hrs
Project - Centenary Bridge Upgrade
Work areas reviewed during inspection - Pre-Cast Yard Girders
Video / photo evidence taken - Video footage was taken via body cams which were worn by Ben Weston and Grant Benson. (Saved on project safety folder if required)
Industrial Association - CFMEU
Union Official(s) - Cody Budgeon, Joseph Pryor
GBJV Personnel - Ben Weston, Grant Benson, Dean Searle
Subcontractor Personnel - No subcontractors spoken to during the inspection.
Authorising Act - Work Health and Safety Act 2011 ("WHS Act")
Act Provisions - s117 - Entry to inquire into suspected safety contraventions
Entry Authorisation - Permitted
If entry refused, reason for refusal - Nil
WHSQ Inspector Attendance - Nil
WHSQ Enforcement Notice(s) issued - Nil

Briefing on Site Visit by Union Organisers

At approximately 08:00 hours, Union Organisers, Mr. Budgeon and Mr. Pryor, arrived at the site office located at 213 Sinnamon Road. They were received by representatives from GBJV Logistics, including Industrial Relations and Safety personnel.

Prior to their visit, the Union Organisers had submitted a valid s117 entry notice, as required, which outlined their intention to inspect the site for suspected safety contraventions related to working at heights on girders in the precast yard. These

concerns were initially raised during their previous site visit on 5 February 2025.

Upon arrival, the Union Organisers reviewed and discussed the specific safety concerns with site representatives, after which they were granted access to the site. As a prerequisite to accessing the work area, they examined relevant documentation, including certification for anchor points used to secure working at heights equipment, such as lanyards and inertia reels. The Union Organisers confirmed that the documentation was compliant and suitable for its intended purpose.

Following the documentary review, a site inspection was conducted in the precast yard, focusing on the girders in question. The Union Organisers expressed satisfaction with the existing safety controls in place.

Additional discussions were held regarding potential future site visits by the Union Organisers, under the provisions of s117, to review procedures related to the implementation of parapets and modifications to handrails during the installation process.

The site visit and discussions concluded at 09:00 hours, at which point the Union Organisers departed the site.

Regards,



Ben Weston
Safety Manager
Georgiou BMD Joint Venture (GBJV)

+ [REDACTED]
213 Sinnamon Road, Jindalee QLD 4074
PO Box 197 Wynnum Qld 4178



From: Ben Weston [REDACTED]
Sent: Fri 28/02/2025 4:50:17 AM (UTC)
To: Chris DEMARTINI [REDACTED] Peter KONECNY [REDACTED]
Cc: Damitha A Peiris [REDACTED] Faiz Z Imran Z [REDACTED]
Rahmansyah [REDACTED]
Qaiser [REDACTED] Francisca P [REDACTED]
Knight [REDACTED] Quinn [REDACTED]
Murray [REDACTED] James [REDACTED]
Smith [REDACTED]
Subject: 815-J019 CFMEU Interaction 28-02-2025

Hi Chris / Peter,

Please see below Union Site Entry Report from the GBJV Centenary Bridge Upgrade Project:

Date of Entry - 28/02/2025

Arrival Time - 11:00hrs

Departure Time - 11:30hrs

Project - Centenary Bridge Upgrade

Work areas reviewed during inspection - No work areas inspected. Discussion with workers in crib hut only.

Video / photo evidence taken - Video footage was taken via body cam.

Industrial Association - CFMEU

Union Official(s) - Cody Budgeon and Corey Taylor

GBJV Personnel - Ben Weston, Gary Samuel

Subcontractor Personnel - Niepe Constructions

Authorising Act - Work Health and Safety Act 2011 ("WHS Act")

Act Provisions - Section 484 of the Fair Work Act 2009

Entry Authorisation - Permitted

If entry refused, reason for refusal - Non-Applicable

WHSQ Inspector Attendance - Non-Applicable

WHSQ Enforcement Notice(s) issued - Nil

Event Briefing: Union Organisers Visit

Union Organisers (UOs) Mr. Budgeon and Mr. Taylor arrived at the site office located at 213 Sinnamoon Road at 11:00 hours and were greeted by personnel from GBJV. The UOs presented their permits and submitted the 484 entry notice to the GBJV staff, subsequently completing the visitor induction process. The purpose of their visit was to engage in discussions with workers during their lunch break.

Following the induction, the UOs were escorted to the crib room at the gantry offices, where they met with ten workers from the subcontracting company, Niepe. The discussion lasted for approximately 30 minutes, after which the UOs were escorted off-site. Throughout the entire interaction, both organisers conducted themselves at an expectable manner.

Regards,



Ben Weston
Safety Manager
Georgiou BMD Joint Venture (GBJV)

[REDACTED]
213 Sinnamon Road, Jindalee QLD 4074
PO Box 197 Wynnum Qld 4178



From: Ben Weston [REDACTED]
Sent: Tue 18/03/2025 7:02:30 AM (UTC)
To: Chris DEMARTINI [REDACTED] Peter KONECNY [REDACTED]
Cc: Damitha A Peiris [REDACTED] Faiz Z [REDACTED] Imran Z [REDACTED]
Rahmansyah [REDACTED]
Kaiser [REDACTED] Francisca P [REDACTED]
Knight [REDACTED] David OEI [REDACTED]
Quinn Murray [REDACTED] James [REDACTED]
Smith [REDACTED]
Subject: 815-J019 CFMEU Interaction 18-03-2025

Hi Chris / Peter,

Please see below information related to union interaction today,

Date of Entry - 18/05/2024

Arrival Time - 10:30hrs

Departure Time - 14:40hrs

Project - Centenary Bridge Upgrade

Work areas reviewed during inspection - Pier 1 and Span 1 deck.

Video / photo evidence taken - Video footage was taken via body cams and phones.

Industrial Association - CFMEU

Union Official(s) - Cody Budgen, Joesph Pryor

GBJV Personnel - Ben Weston, Grant Benson.

Subcontractor Personnel - Non-Applicable

Authorising Act - Work Health and Safety Act 2011 ("WHS Act")

Act Provisions - s117 - Entry to inquire into suspected safety contraventions

Entry Authorisation - Permitted

If entry refused, reason for refusal - Non-Applicable

WHSQ Inspector Attendance - John Azcune and Sione Langi

WHSQ Enforcement Notice(s) issued - Nil

Summary of Events:

Union Organisers, Mr. Budgen and Mr. Pryor, arrived at the site office located at 213 Sinnamon Road at 10:30 hrs, where they were greeted by GBJV personnel. The union officials presented their permits and provided a Section 117 entry notice to GBJV representatives, subsequently

signing into the Rapid Access system.

During the initial interaction, the union officials were asked to elaborate on the concerns raised in the notice. Following this discussion, they were escorted to Span 1, near the gantry crane. The primary issue presented by the union officials involved the necessity for a secondary access point to the Span 1 deck. GBJV personnel contested this statement, stating compliance with the formwork code of practice. This dialogue continued for approximately 40 minutes without resolution, leading the union officials to express their intention to contact the regulator.

After further discussion, both parties agreed to address the second item in the notice regarding access and egress to Pier 1. Upon inspection, the union officials did not identify any issues which couldn't be closed on the spot. Therefore, a mutual decision was reached to suspend the inspection while the union officials awaited the regulator's arrival, which occurred approximately one and a half hours later.

The regulator arrived at approximately 13:45 hrs, engaged in discussions with the union officials, and reviewed photos showing the areas of concern that had been submitted via the CFMEU safety hotline by a worker on-site. Following this, the regulators proceeded to the front gate for discussions with the GBJV safety manager and industrial relations representative before being escorted to Span 1 to evaluate the alleged safety contravention.

During the visit to Span 1, a dialogue commenced where it was reiterated that GBJV was comfortable with the existing arrangement of one stairway access to the span 1 deck and had established documented emergency procedures for the safe evacuation of workers via two methods. However, Mr. Azcune emphasized that best practices required two access points. In response, I reiterated that the Code of Practice does not mandate the presence of two access points where not applicable, and the wording was 'should and not 'shall' have two points of access.

After approximately 40 minutes of discussion, it was ultimately agreed that an additional access staircase would be constructed, which I believe would mitigate the issuing of a formal notice from the department. The meeting concluded shortly thereafter, with the regulator and union officials departing the site at approximately 1440hrs.

Regards,

Ben Weston

SAFETY MANAGER

GEORGIOU BMD JOINT VENTURE (GBJV)

Email [REDACTED]

Mobile + [REDACTED]



From: Ben Weston [REDACTED]
Sent: Tue 20/05/2025 2:26:37 AM (UTC)
To: Gary Grant [REDACTED] Gareth [REDACTED]
Davie [REDACTED] Greg Polzin [REDACTED]
James Smith [REDACTED] Quinn [REDACTED]
Murray [REDACTED]
Cc: Chris DEMARTINI [REDACTED] Peter [REDACTED]
KONECNY [REDACTED] Damitha A [REDACTED]
Peiris [REDACTED] Faiz Z [REDACTED]
Rahmansyah [REDACTED] Imran Z [REDACTED]
Qaiser [REDACTED] Francisca P [REDACTED]
Knight [REDACTED] David OEI [REDACTED]
Quinn Murray [REDACTED] James [REDACTED]
Smith [REDACTED]
Subject: 815-J019_CBUP_CFMEU Interaction

Hi All,
At 10:30 AM, Union Organisers Corey Taylor and Hoani Edwards visited the Centenary Bridge Upgrade project under section 484 of the Fair Work Act to hold discussions with subcontracting company Niepe. The meeting took place in a crib room at the pre-start area and lasted approximately 30 minutes. Following the discussion, the union organisers departed the site at 11:05 AM. The visit did not raise any safety concerns.

Regards,

Ben Weston

SAFETY MANAGER

GEORGIU BMD JOINT VENTURE (GBJV)

Email [REDACTED]

Mobile [REDACTED]



The BMD Group acknowledges the Traditional Owners of the lands in which we operate and pay respect to Elders past, present and ei
Learn more about our [Reconciliation Action Plan](#).
Please consider the environment before printing this e-mail.

Contractor Performance Report - Monthly C7901

Contract Information

Contract ID:	CN-13712	Contract Administrator:	SMEC
Contract Title:	Centenary Bridge Upgrade Project	District:	Metropolitan
Contract Type:	TIC-CO (TIC - Construct Only)	Legal Entity Name: (Contractor)	Georgiou BMD JV
Contract Status:	Work in Progress		

Record Information

Contract Performance Review ID:	CPR-010	Contract Performance Review Title:	Mar-24 *	Status:	Finalised *
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Contract Performance Review Summary

Contractor's Representative:	Gareth Davie	Designer:	Aecom
Assessment Period Start Date:	01/03/2024 *	Assessment Period End Date:	31/03/2024 *
Assessment Type:	Contractor	Assessment Date:	18/04/2024 *
Assessment Sub-Type:	Monthly	Report Discussed at Site Meeting?	No

Time Management (TM)

TM 1: Program (adequacy and updated/ status as required by contract)	Score (TM 1):	Good - 8
TM 2: Progress of work against program	Score (TM 2):	Good - 8

Contract Management (CM)

CM 1: Management of subcontractors	Score (CM 1):	Good - 8
CM 2: Contract resources (plant and personnel)	Score (CM 2):	Good - 8
CM 3: Contract administration (Assessment of Contractor's compliance with CA requirements of contract)	Score (CM 3):	Good - 7
CM 4: Management of construction work/site	Score (CM 4):	Good - 8
CM 5: Claims/disputes	Score (CM 5):	Good - 7

Utilisation of Management Systems (MS)

MS 1: Quality Management	Score (MS 1):	Good - 7
MS 2: Environmental Management	Score (MS 2):	Good - 7
MS 3: WHS Management	Score (MS 3):	Good - 8
MS 4: Traffic Management	Score (MS 4):	Good - 7
MS 5: Compliance with legislation/policy	Score (MS 5):	Good - 7

Relationship Management (RM)

RM 1: Cooperative relationships with Principal and Administrator	Score (RM 1):	Good - 8
RM 2: Community relationships	Score (RM 2):	Good - 8
RM 3: Other stakeholders (government authorities, utilities and so on)	Score (RM 3):	Good - 7

Quality of Work (QM)

QM 1: Design	Score (QM 1):	Good - 7
QM 2: Construction (consider amount of re-work, done right first time)	Score (QM 2):	Good - 8

Contractor Performance Report - Monthly C7901

QM 3: Maintenance During Construction

Score (QM 3): **Good - 7**

QM 4: Defects

Score (QM 4): **Good - 7**

Overall Comments:

Contract Administrator's Comment: Overall project appears to be well managed. Unfortunately the Contractor's PM left the project at the end of March. CFMEU presence has ramped up and disruption to the works appears likely. Ongoing issues with UU still being worked through. Contractor remains proactive in dealing with piling issues. Precast yard set up has accelerated this month.

Date
Commentary provided: **18/04/2024**

Name: **Peter Konecny**

Signature:

Contractor's Comment: Overall work progress continues in line with program objectives, however significant disruption as a result of the CFMEU is presenting wide ranging impacts to the Contractor. UU issue remains unresolved adding to the disrupted nature of the Contractor's planned sequence and methodologies. Project team relationships remain collaborative and positively geared towards project delivery.

Date
Commentary provided: **18/04/2024**

Name: **Quinn Murray**

Signature:

Client's Representative: Project Director's sudden departure at the end of the month has caused some impact on the Contractor staff mental well-being, in addition to the frequent CFMEU presence on site. Effort is evident that this is being managed. Management of UU could be improved with Contractor working together with subcontractor in providing more clarity on the extent of dispensation that is being sought to attain UU approval for cutover of service, in addition to assurance of compliance with the relevant codes. Significant effort evident in the management of industrial relations.

Date
Commentary provided: **18/04/2024**

Name: **Fran Knight**

Signature:

Prequalification Committee Remarks:

Date
Commentary provided:

Assessment Summary Comments:

Assessment Summary Outcome:

Please email signed and scanned form to: contractorprequal@tmr.qld.gov.au

Contractor Performance Report - Monthly C7901

Contract Information

Contract ID:	CN-13712	Contract Administrator:	SMEC
Contract Title:	Centenary Bridge Upgrade Project	District:	Metropolitan
Contract Type:	TIC-CO (TIC - Construct Only)	Legal Entity Name: (Contractor)	Georgiou BMD JV
Contract Status:	Work in Progress		

Record Information

Contract Performance Review ID:	CPR-011	Contract Performance Review Title:	Apr-24 *	Status:	Finalised *
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Contract Performance Review Summary

Contractor's Representative:	Gareth Davie	Designer:	Aecom
Assessment Period Start Date:	01/04/2024 *	Assessment Period End Date:	30/04/2024 *
Assessment Type:	Contractor	Assessment Date:	21/05/2024 *
Assessment Sub-Type:	Monthly	Report Discussed at Site Meeting?	No

Time Management (TM)

TM 1: Program (adequacy and updated/ status as required by contract)	Score (TM 1):	Good - 8
TM 2: Progress of work against program	Score (TM 2):	Good - 8

Contract Management (CM)

CM 1: Management of subcontractors	Score (CM 1):	Good - 8
CM 2: Contract resources (plant and personnel)	Score (CM 2):	Good - 8
CM 3: Contract administration (Assessment of Contractor's compliance with CA requirements of contract)	Score (CM 3):	Good - 7
CM 4: Management of construction work/site	Score (CM 4):	Good - 8
CM 5: Claims/disputes	Score (CM 5):	Good - 7

Utilisation of Management Systems (MS)

MS 1: Quality Management	Score (MS 1):	Good - 7
MS 2: Environmental Management	Score (MS 2):	Good - 8
MS 3: WHS Management	Score (MS 3):	Good - 8
MS 4: Traffic Management	Score (MS 4):	Good - 7
MS 5: Compliance with legislation/policy	Score (MS 5):	Good - 7

Relationship Management (RM)

RM 1: Cooperative relationships with Principal and Administrator	Score (RM 1):	Good - 8
RM 2: Community relationships	Score (RM 2):	Good - 8
RM 3: Other stakeholders (government authorities, utilities and so on)	Score (RM 3):	Good - 7

Quality of Work (QM)

QM 1: Design	Score (QM 1):	Good - 7
QM 2: Construction (consider amount of re-work, done right first time)	Score (QM 2):	Good - 8

QM 3: Maintenance During Construction

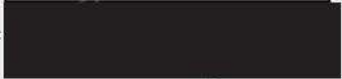
Score (QM 3): **Good - 7**

QM 4: Defects

Score (QM 4): **Good - 7****Overall Comments:**

Contract Administrator's Comment: Overall project appears to be well managed. The new (temp) PM has slotted in seamlessly. CFMEU presence has ramped up and is impacting works at times. Ongoing issues with UU still being worked through. Contractor remains proactive in dealing with piling issues. Precast yard set up almost complete. Relationships across all levels on site remains strong.

Date
Commentary provided: **21/05/2024**

Name: **Peter Konecny**Signature: 

Contractor's Comment: The Project teams are working very collaboratively and are keeping issues resolved at site level which is a testament to the relationships formed over the past 12 months. The CFMEU disruptions have caused some frustrations and angst, however this has not shown through with the way the project teams support and communicate.

Date
Commentary provided: **22/05/2024**

Name: **Gareth Davie**Signature: 

Client's Representative Project teams as well as new (temp) PM to be comended for continued efforts to work collaboratively and maintaining good communication, despite the challenges on site as well as disruptions form union. Marked improvement in the relationship with Environmental team. Special commendation to Safety Team for closing out all the safety matters from the Client Side safety audit.

Date
Commentary provided: **27/05/2024**

Name: **Fran Knight**Signature: 

Prequalification
Committee
Remarks:

Date
Commentary provided:

**Assessment Summary
Comments:**

Assessment
Summary
Outcome:

Please email signed and scanned form to: contractorprequal@tmr.qld.gov.au

Contractor Performance Report - Monthly C7901

Contract Information

Contract ID:	CN-13712	Contract Administrator:	SMEC
Contract Title:	Centenary Bridge Upgrade Project	District:	Metropolitan
Contract Type:	TIC-CO (TIC - Construct Only)	Legal Entity Name: (Contractor)	Georgiou BMD JV
Contract Status:	Work in Progress		

Record Information

Contract Performance Review ID:	CPR-012	Contract Performance Review Title:	May-24 *	Status:	Finalised *
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Contract Performance Review Summary

Contractor's Representative:	Gareth Davie	Designer:	Aecom
Assessment Period Start Date:	01/05/2024 *	Assessment Period End Date:	31/05/2024 *
Assessment Type:	Contractor	Assessment Date:	04/06/2024 *
Assessment Sub-Type:	Monthly	Report Discussed at Site Meeting?	No

Time Management (TM)

TM 1: Program (adequacy and updated/ status as required by contract)	Score (TM 1):	Good - 8
TM 2: Progress of work against program	Score (TM 2):	Good - 7

Contract Management (CM)

CM 1: Management of subcontractors	Score (CM 1):	Good - 8
CM 2: Contract resources (plant and personnel)	Score (CM 2):	Good - 8
CM 3: Contract administration (Assessment of Contractor's compliance with CA requirements of contract)	Score (CM 3):	Good - 7
CM 4: Management of construction work/site	Score (CM 4):	Good - 8
CM 5: Claims/disputes	Score (CM 5):	Good - 7

Utilisation of Management Systems (MS)

MS 1: Quality Management	Score (MS 1):	Good - 7
MS 2: Environmental Management	Score (MS 2):	Good - 8
MS 3: WHS Management	Score (MS 3):	Good - 8
MS 4: Traffic Management	Score (MS 4):	Acceptable - 6
MS 5: Compliance with legislation/policy	Score (MS 5):	Good - 8

Relationship Management (RM)

RM 1: Cooperative relationships with Principal and Administrator	Score (RM 1):	Good - 8
RM 2: Community relationships	Score (RM 2):	Good - 8
RM 3: Other stakeholders (government authorities, utilities and so on)	Score (RM 3):	Good - 7

Quality of Work (QM)

QM 1: Design	Score (QM 1):	Good - 7
QM 2: Construction (consider amount of re-work, done right first time)	Score (QM 2):	Good - 8

QM 3: Maintenance During Construction

Score (QM 3): **Good - 7**

QM 4: Defects

Score (QM 4): **Good - 7****Overall Comments:**

Contract Administrator's Comment: Works are progressing well. Milestone reached with completion of permanent bridge piles. Most issues are being resolved proactively. Some slippage in program evident due to Union action. Program has been revised taking piling work off the critical path. Progress on substructure & gantry works has been slower than planned. Change of Traffic control subcontractor has impacted TGS quality & timeliness. Resolution of issues with UU are ongoing. Replacement of Project Director/Manager still not yet resolved. CFMEU presence has dissipated towards the end of May due to court injunction. Strong presence of GBJV security personnel maintained on site.

Date
Commentary provided: **04/06/2024**Name: **Peter Konecny**

Signature:

Contractor's Comment: A Federal Court Injunction should result in somewhat of uninterrupted work fronts, however the CFMEU presence mid May caused significant impact to our Pier 1 pour. Excellent collaboration from the CA/TMR team to minimise a significant long term rectification of the pier 1 reworks. The impact of the CFMEU disruptions have caused major delays to the Contract Program and the JV is working on summarising the impact with a number of program revisions. There is opportunity however to accelerate the program if required.

Date
Commentary provided: **24/06/2024**Name: **Gareth Davie**

Signature:

Client's Representative: Weekly reports are missed and communication interface have slowed - to be improved. Marked improvement in progress on works since issue of Federal Court injunction on CFMEU. Good initiative seen in managing union interface with early involvement of WHSQ and industrial relations officers. Good management of safety and security on site, and staff are seen to be more at ease. Replacement of Project Director/Manager is pending and remains to be resolved.

Date
Commentary provided: **26/06/2024**Name: **Fran Knight**

Signature:

Prequalification
Committee
Remarks:Date
Commentary provided:**Assessment Summary
Comments:**Assessment
Summary
Outcome:

Please email signed and scanned form to:

contractorprequal@tmr.qld.gov.au

Department of Transport and Main Roads
Urgent Meeting Brief
DBN20221

To: Director-General

SUBJECT: MEETING WITH BMD GROUP DATE/TIME: Wednesday, 24 April 2024 at 8.30 am ATTENDEES: - Mr Scott Power, Group Executive Director and Chief Executive Officer, BMD Group <i>Departmental representatives</i> - N/A Director-General's Comments:

Summary

- You are meeting with Mr Scott Power, Group Executive Director and Chief Executive Officer, BMD Group at 8.30 am on 24 April 2024.
- The primary purpose of the meeting is to discuss his recent appointment to the Roads Australia Board and to provide an update on the Centenary Bridge Upgrade that BMD Constructions, a subset of BMD Group, is delivering with Georgiou Group.

Background

- The BMD Group operates five companies including BMD Constructions, BMD Urban, Empower Engineers & Project Managers, JMac Constructions and Urbex. BMD Constructions also encompasses divisions, BMD Industrial and BMD International.
- BMD Constructions offers civil and industrial construction services for major infrastructure projects throughout Australia. Expertise, experience and resources are applied across transport, water, rail, port, resources and energy projects as a sole principal contractor, managing contractor or in joint venture with other major contractor and design partners.
- BMD holds membership of, or is affiliated with, national bodies and industry groups, namely Civil Contractors Federation, Queensland Major Contractors Association, Engineers Australia, Roads Australia, Infrastructure Association of Queensland, Property Council of Australia and Urban Development Institute of Australia.
- In February 2024, Mr Power was also elected to the Roads Australia Board, where you are also a board member.

Action Officer:	Endorsed by:	Endorsed by: GM	Endorsed by: DDG
Paul Stenhouse	John Ryan	Ann-Maree Knox	Julie Mitchell
A/Executive Director (Program Management and Delivery)	Deputy Regional Director (Metropolitan)	General Manager (Program Delivery and Operations)	Deputy Director-General (Infrastructure Management and Delivery)
Tel: 3066 3567	Tel: 0457 517 803	Tel: 3066 2301	Tel: 3066 2245
Date: 23 April 2024	Date: 23 April 2024	Date: 23 April 2024 – Processed under A/ED endorsement	Date:

- Roads Australia brings industry, government and communities together to lead the evolution of Australia's roads, integrated transport and mobility networks. Roads Australia's members include all of Australia's transport agencies, road owners, major contractors and consultants, material suppliers, service and technology providers, and other relevant industry groups.
- Roads Australia strives to achieve a robust integrated transport system for people and freight that values and invests in all modes of land transport, and upholds the principles of a safe, inclusive, sustainable, economic and socially valuable roads industry for all Australians.
- BMD Constructions Pty Limited is the entity that the Department of Transport and Main Roads (TMR) engages under transport infrastructure contracts to deliver works under the Queensland Transport and Roads Investment Program. BMD Constructions Pty Limited is prequalified under the national Prequalification System for Civil (Road and Bridge) Construction Contracts at the highest levels of Road Level R5, Bridge Level B4, and Financial F150 plus.

Issues and Suggested Approach

- BMD Constructions Pty Limited is currently engaged by TMR in the delivery of:
 - Centenary Bridge Upgrade with Georgiou Group Pty Ltd via a Joint Venture:
 - Contract value of \$213.5 million, expiring December 2027
 - Rockhampton Ring Road North with Bielby via a Joint Venture:
 - Contract value of \$111.1 million, expiring December 2026
 - Cooroy to Curra Section D with Bielby via a Joint Venture:
 - Contract value of \$591.5 million, expiring May 2024
- BMD Constructions Pty Limited has recently completed the following projects for TMR:
 - Springfield Central Park and Ride Eastern Carpark Reconfiguration:
 - Contract value of \$0.57 million, up to March 2024
 - Mount Inkerman Road Intersection Upgrade and overtaking lane:
 - Contract value of \$12.5 million, up to March 2024
 - Townsville Northern Access Intersection Upgrade:
 - Contract value of \$96.3 million, up to October 2023
 - Flinders Highway three overtaking lanes between Townsville and Charter Towers:
 - Contract value of \$36.4 million, up to September 2023
 - Bruce Highway Jumper Creek Floodway Immunity and Knobels Road Intersection Upgrades in 2023:
 - Contract value of \$30.6 million, up to September 2023.
- Contractor performance has generally been acceptable, and TMR maintains a good working relationship with BMD Constructions Pty Limited.

Imported steel for temporary structures

- TMR is undertaking a \$298.5 million upgrade of the Centenary Bridge in Jindalee to increase capacity and improve safety by building a new three-lane northbound bridge and rehabilitating the existing bridges to three lanes southbound, as well as upgrades to active transport facilities.
- Since February 2024, the project has noted increased scrutiny from the Construction, Forestry and Maritime Employees Union (CFMEU) and most recently, there have been questions from union members about the use of imported steel for temporary works on the project who have been blockading the delivery of the steel on site.

- These temporary structures belong to the contractor and will be demobilised from the site once works are complete.

TMR quality assurance for temporary structures

- TMR is in the process of conducting an audit/assessment of the processes used to certify the installed structures by the relevant Registered Professional Engineer of Queensland (RPEQ) responsible for certifying the installation of steel temporary works.
- TMR is focusing on the RPEQ who conducts this certification and deems the temporary structure as being fit-for-use. Typically, the certifier would be the same RPEQ who certified the design, certifying both the design's suitability and the installation's adherence to those plans.
- TMR has commenced assessment of the design information supplied by the contractor. A specialist structural and civil engineering consultancy has also been engaged by the construction contractor to undertake a third-party (peer) review of the temporary gantry support structure for the Centenary Bridge Upgrade project.
- TMR has had discussions with the contractor about the quality control protocols for foreign steel materials used in the project. The contractor has advised it has partnered with external third-party experts during overseas manufacturing and fabrication of the steel materials.
- The contractor has engaged PMI for quality assurance, ensuring steel manufacturing and fabrication conforms with Australian standards. PMI is a China, Hong Kong and Macau-based construction project management and inspection company providing quality inspection and quality assurance/quality control services across a multitude of industries, including oil and gas, bridges, ship building, building construction, mining and marine works. PMI's team includes inspectors, supervisors and project managers who have worked on international projects around the globe. PMI undertakes a wide range of services, including multidisciplinary non-destructive testing, coating inspection and weld inspection.

Potential impacts of temporary works delays

- Delivery of the imported steel commenced week commencing 22 April 2024 and the contractor is exploring available strategies to ensure the materials can continue to be delivered to site and works can progress.
- The contractor has engaged Industry Relations consultants to facilitate negotiations with CFMEU and hopefully minimise disruptions on site.
- The Contractor has indicated that if disruptions continue on site preventing the ability to construct the temporary structures with the imported steel, other than the upkeep of works to maintain the safety of site, the contractor will not be able to make further progress on the project from July 2024.

Procurement of steel for the southbound bridge

- A contract for the supply of steel to construct the southbound bridge has not yet been awarded. The commencement of works to reconfigure the existing bridges into a three-lane southbound bridge with dedicated active transport facility is currently planned for mid-2025.
- The contractor has been in contact with several prequalified Australian steel fabricators for potential steel supply for the southbound bridge of the Centenary Bridge Upgrade project. These contractors are TMR prequalified fabricators as per *MRTS 78*.

Financial Implications

- There are no financial implications.

Consultation with Stakeholders

- No consultation was undertaken.

Employment

- There are no employment impacts associated with this matter.

Media

- There are no media impacts associated with this matter.

Election Commitments

- This matter does not relate to an election commitment.

Government Objectives

- This matter does not relate to a government objective.

Advice for Minister for Transport and Main Roads and Minister for Digital Services

Subject: Centenary Industrial Action

Document ID:	DLO7436
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- Since February 2024, the project noted increased scrutiny from the Construction, Forestry and Maritime Employees Union (CFMEU) and most recently, there have been questions from union members about general workplace health and safety and the use of imported steel for temporary works on the project.
- On 28 February 2024, CFMEU members blockaded the site access to protest the use of imported steel for temporary works. Following the blockade, CFMEU members also camped around the site for more than a month during day and night shifts, with the construction contractor raising concerns about rude behaviour, vandalism and frequent unauthorised access into the project site by union members.
- During this period, no delivery of temporary works steel was allowed to the site by CFMEU members. Just before commencement of Easter holidays, the CFMEU members demobilised, and union members have not attempted to resume camping around the project site to date.
- On 29 April 2024, up to 20 CFMEU members attended the site, with only a few able to provide the required permits and 'Right to Entry' documentation. The documentation provided outlined very generic access/egress concerns, unsafe work practices and edge protection. No specific work area was identified which is required under the submission of a s117. The union representatives declined to sign the site register and illegally accessed site.
- Previous advice from WHS is that legitimate legal access for safety inspections by officers holding required permits (both State and Federal) and paper work should be facilitated and officers that do not hold permits have no place on sites, are trespassing and police should be called.
- Due to the number of CFMEU representatives breaking fences and entering the site unlawfully, the site was deemed unsafe for staff to continue work and the site was shut down for the remainder of the day. QPS was called to the site to assist in managing CFMEU members.

Action Officer/Approved by:

Melanie dei Rossi
Regional Director
(Metropolitan)

Tel: [REDACTED]
Date: 15 May 2024

Endorsed by GM

Ann-Maree Knox
General Manager (Program
Delivery and Operations)

Tel: [REDACTED]
Date:

Endorsed by DDG

Julie Mitchell
Deputy Director-General
(Infrastructure Management
and Delivery)

Tel: [REDACTED]
Date:

Endorsed by DG

Sally Stannard
A/Director-General

Tel: [REDACTED]
Date:

- As a result of the ongoing CFMEU actions and matters like the forced entry on 29 April 2024, the contractor has taken extra measures on site by installing additional CCTV cameras, employing industrial relations officers to deal with the CFMEU members and employing a significant number of security officers (30+) to protect the site.
- On the afternoon of 14 May 2024, a large contingent of about 50 CFMEU members attended site and formed a blockade on the main site entrance, blocking delivery of concrete and disrupting activities on site.
- Only two CFMEU representatives were able to present the required permits and 'Right to Entry' documentation, citing very generic unsafe work practices. No specific work area was identified which is required under the submission of a s117.
- Work was suspended to ensure the safety of all personnel on site as well as the CFMEU members. A major concrete pour was stopped halfway due to the disruption to the concrete delivery.
- QPS was called by the contractor and attended the site, but no action against the union presence was taken as they were in the public space. No assistance was provided to have concrete delivered.
- Two Workplace Health and Safety Queensland (WHSQ) inspectors were also in attendance.
- Initially, they were stopped by some CFMEU members, but were later allowed to enter the site. Upon inspection of the matters raised in the s117 notice delivered by CFMEU, WHSQ inspectors didn't have any concerns with the matters raised on the permit to enter application which was accepted for the two valid applications.
- The contractor at the Centenary Bridge upgrade site in Jindalee has denied the CFMEU's claim that its members were physically assaulted by contracted security guards. According to the contractor, CCTV and body cam footage of interactions were taken and these interactions were not considered assault. This contradicts the CFMEU's statement that two of their organisers were assaulted while raising safety concerns at the site. TMR has not witnessed the footage.
- CFMEU members have previously visited the site on 39 occasions. The visits have been a mixture of peaceful permitted entry and refusing to present valid documentation and unlawfully accessing work sites.
- Federal Court of Australia Queensland Fair Work No: QUD245/2024, gave a finding against Construction, Forestry and Maritime Employees Union and others named in the schedule on 15 May 2024.
- The court's orders include that CFMEU (whether by its delegates, office holders, employees, or other representatives) and the 9 other named persons are prohibited from:
 - (a) physically obstructing or physically impeding the free movement of goods or people to and from the Project or a Point of Entry;
 - (b) aiding, abetting, counselling, procuring or inducing any person to engage in the conduct referred to above.

- The Order requires compliance with visitor induction processes (sign into site). A schedule attached to the document lists the respondents, including individuals such as Dylan Howard, Hayden Turner-Davey, and others, who are named in the proceedings. Each respondent is associated with the CFMEU and is subject to the orders issued by the court. These individuals are identified in relation to the case number assigned by the court for reference and tracking purposes within the Fair Work Division. **(Attachment 1)**
- While this may assist the project with respect to illegal picketing behaviour outside the site impacting material (including steel delivery), threats have been made regarding delays to lifting the steel in place (which will involve Cranes – whose operators CFMEU have coverage of)

Fair Work Ombudsman

- Last week the DG has met with the Deputy Fair Work Ombudsman about their approach to regulating compliance with the Fair Work Act 2009 (FW Act) in the commercial building and construction sector.
- This was a general catch up.
- Sally outlined issues identified by TMR and project participants, and the FWO outlined the practical challenges in regulating alleged conduct in the sector without specific information or evidence from impacted parties.
- FWO advised that it uses information and intelligence from various sources to assist in identifying alleged non-compliance with the FW Act in order to ensure that their resources are focused on areas or sites of significant risk of non-compliance and public interest and concern.
- FWO advised that TMR and project participants should refer specific information regarding alleged non-compliance to her office.



Federal Court of Australia

District Registry: Queensland Registry

Division: Fair Work

No: QUD245/2024

B.M.D CONSTRUCTIONS PTY LTD

Applicant

CONSTRUCTION, FORESTRY AND MARITIME EMPLOYEES UNION and others
named in the schedule

Respondent

ORDER

JUDGE: Justice Logan

DATE OF ORDER: 15 May 2024

WHERE MADE: Brisbane

PENAL NOTICE

TO: CONSTRUCTION, FORESTRY AND MARITIME EMPLOYEES UNION (INCLUDING ITS DELEGATES, OFFICE HOLDERS, EMPLOYEES, OR OTHER REPRESENTATIVES), DYLAN HOWARD, HAYDEN TURNER-DAVEY, JAMIE PORTER, DEAN MATTAS, EBEN COX, MATTHEW VONHOFF, DEAN RIELLY, HOANI EDWARDS, JADE INGHAM, TREVOR SINCLAIR AND JOSHUA THOMPSON.

IF YOU (BEING THE PERSONS BOUND BY THIS ORDER):

- (A) REFUSE OR NEGLECT TO DO ANY ACT WITHIN THE TIME SPECIFIED IN THIS ORDER FOR THE DOING OF THE ACT; OR**
- (B) DISOBEY THE ORDER BY DOING AN ACT WHICH THE ORDER REQUIRES YOU NOT TO DO,**

YOU WILL BE LIABLE TO IMPRISONMENT, SEQUESTRATION OF PROPERTY OR OTHER PUNISHMENT.

ANY OTHER PERSON WHO KNOWS OF THIS ORDER AND DOES ANYTHING WHICH HELPS OR PERMITS YOU TO BREACH THE TERMS OF THIS ORDER MAY BE SIMILARLY PUNISHED.



UPON THE APPLICANT, BY ITS COUNSEL, UNDERTAKING:

- (a) to submit to such order (if any) as the Court may consider to be just for the payment of compensation, (to be assessed by the Court or as it may direct), to any person, (whether or not that person is a party), affected by the operation of the order or undertaking or any continuation (with or without variation) of the order or undertaking; and
- (b) to pay the compensation referred to in (a) to the person affected by the operation of the order or undertaking.

THE COURT ORDERS THAT:

- 1. In this order:

Project means the construction sites established for the Centenary Bridge Upgrade Project at the date of this order, being the fenced construction site running parallel to the western side of the Centennial Highway between Sinnamon Road and Kenmore Road.

Point of Entry means any point of entry to (or exit from) the Project, and includes any gate, turnstile, entrance way, driveway or door.

Visitor Induction means the present electronic visitor induction process mandated by BMD for all visitors attending the Project and amended from time to time.

- 2. The First Respondent (whether by its delegates, office holders, employees, or other representatives) and the Second to Tenth Respondents are prohibited from:

- (a) physically obstructing or physically impeding the free movement of goods or people to and from the Project or a Point of Entry;
- (b) aiding, abetting, counselling, procuring or inducing any person to engage in the conduct referred to in orders 2(a) above.

- 3. The First Respondent forthwith:

- (a) notify officers and employees of the First Respondent's Construction and General Division, Queensland and Northern Territory Divisional Branch (**CFMEU Qld Branch**), and its delegates or agents of the First Respondent who are employed or engaged to work at the Project, of the existence and terms of this order.



- (b) issue and distribute (including but not limited to posting, and maintain for the duration that the order is in force) on the website home pages of the Respondent and of the CFMEU Qld Branch to the Relevant Employees a communication which includes a copy of this order.
4. The Second to Seventh and Ninth to Twelfth Respondents must not exercise any right of entry at the Project, in accordance with Chapter 3, Division 4 of the *Fair Work Act 2009* (Cth), or Part 7 of the *Work Health and Safety Act 2011* (Qld) unless they undertake the Visitor Induction.
 5. The requirement under Rule 41.07 of the Federal Court Rules for personal service of this order on the First Respondent is dispensed with and, instead, service of this order upon the First Respondent is permitted by forwarding a copy of it by email or facsimile transmission addressed to the Secretary of the CFMEU Qld Branch.
 6. The Applicant file and serve, on or before noon on 20 May 2024, an outline detailing the number and brief details of contraventions of the *Fair Work Act 2009* (Cth) that it alleges the Respondents have committed.
 7. The Respondents file and serve, on or before noon on 21 May 2024:
 - (a) such affidavits, if any, as they propose to rely upon for the next case management hearing and return date; together with
 - (b) any such outline of submissions, of not more than 10 pages.
 8. The Applicant file and serve, on or before noon on 22 May 2024:
 - (a) such affidavits in reply, if any, as they propose to rely upon for the next case management hearing and return date; together with
 - (b) any such outline of submissions in reply, of not more than 5 pages.
 9. The proceedings be adjourned to 10:15am on Thursday, 23 May 2024 for case management and the return for consideration of whether on the Applicant's interlocutory application there should be any extension of injunctive relief granted by this order.
 10. The injunctive relief granted by the orders in paragraphs 2, 3 and 4 of this order operate until midnight on 23 May 2024 or further earlier order.
 11. This order be passed and entered by the registry forthwith.
 12. Liberty to apply.
 13. Costs be reserved.



Date that entry is stamped: 15 May 2024.



Registrar



Schedule

No: QUD245/2024

Federal Court of Australia

District Registry: Queensland Registry

Division: Fair Work

Second Respondent	DYLAN HOWARD
Third Respondent	HAYDEN TURNER-DAVEY
Fourth Respondent	JAMIE PORTER
Fifth Respondent	DEAN MATTAS
Sixth Respondent	EBEN COX
Seventh Respondent	MATTHEW VONHOFF
Eighth Respondent	DEAN RIELLY
Ninth Respondent	HOANI EDWARDS
Tenth Respondent	JADE INGHAM
Eleventh Respondent	TREVOR SINCLAIR
Twelfth Respondent	JOSHUA THOMPSON

From: Julie Mitchell <[REDACTED]>
Sent: Wednesday, 15 May 2024 11:28 PM
To: John Z Ryan
Cc: Melanie C Dei Rossi; Tessa E Mahoney; Gail A Mainey
Subject: RE: Centenary Bridge Upgrade project - Union activity and FW Order
Attachments: DLO7436_Advice V2 (002).docx

I have edits and BCed u in on a copy

I have sent to Brett cc DLO as requested by DG

Julie Mitchell PSM
BEng RPEQ MIEAust CPEng
MBA MEM GAICD
Deputy Director-General
Infrastructure Management & Delivery | Department of Transport and Main Roads

Level 21 | 313 Adelaide St | Brisbane Qld 4000
GPO Box 1549 | Brisbane Qld 4001

www.tmr.qld.gov.au
Transport and Main Roads offers flexible work arrangements for staff. I am sending this message now because it suits my working arrangements. I don't expect you to read, action or respond out of your normal work hours.



For more information on Queensland's Zero Emissions Vehicle Strategy, please visit <https://www.qld.gov.au/zevstrategy>
This email and any attachments may contain Cabinet-related information. The unlawful disclosure or retention of Cabinet-related information may constitute an offence under the *Criminal Code*, corrupt behaviour under the *Crime and Corruption Act 2001* and may constitute official misconduct under the *Public Sector Ethics Act 1994*. Encouraging or directing another person to do these things may also be an offence.

From: John Ryan
Sent: Wednesday, May 15, 2024 10:42 PM
To: Julie Mitchell
Cc: Melanie C Dei Rossi ; Tessa E Mahoney
Subject: Centenary Bridge Upgrade project - Union activity and FW Order

Julie,

See attached for two Advice to Min regarding Centenary Bridge Upgrade project.

One of these deals with only union activity, and I have added two paragraphs to the bottom for the FW Order.

Edit as you as you need.

I will get somebody to address the no out of date one in DocTrak.

Regards,

Jack Ryan
Deputy Regional Director (Metropolitan)
Program Delivery and Operations Branch, Infrastructure Management & Delivery Division
Department of Transport and Main Roads

313 Adelaide Street Brisbane Qld 4000
[REDACTED]
www.tmr.qld.gov.au

PD&O Metropolitan Region, general enquiries [07\) 3066 4222](tel:0730664222), metropolitanregion@tmr.qld.gov.au. Metropolitan Region is responsible for building, maintaining and operating the state's transport infrastructure across Brisbane, Ipswich and Redlands. The region has over a third of Queensland's population and is responsible for 525 kilometres of the road network, marine infrastructure, busway assets, tunnels and cycleways.

This email and any attachments may contain Cabinet-related or legal professional privileged information. The unlawful disclosure or retention of Cabinet-related information may constitute an offence under the Criminal Code, corrupt behaviour under the Crime and Corruption Act 2001 and may constitute official misconduct under the Public Sector Ethics Act 1994. Encouraging or directing another person to do these things may also be an offence.

. . .

Advice for Minister for Transport and Main Roads and Minister for Digital Services

Subject: Centenary Site Progress

Document ID:	DLO7437
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- The Department of Transport and Main Roads (TMR) is undertaking a \$298.5 million upgrade of the Centenary Bridge in Jindalee to increase capacity and improve safety by building a new three-lane northbound bridge and rehabilitating the existing bridges to three lanes southbound, as well as upgrades to active transport facilities.
- Since February 2024, the project noted increased scrutiny from the Construction, Forestry and Maritime Employees Union (CFMEU) and there have been questions from union members about the use of imported steel for temporary works on the project and blockading the delivery of the steel on site.
- The temporary steel structures which will be used to construct the temporary gantry for concrete girder launching and the existing bridge deck replacement belong to the contractor and will be demobilised from site once works are complete.
- TMR Engineering and Technology Branch (E&T) has completed an audit of the processes used by the Principal Contractor to certify that the design and installation of temporary steel structures meet the necessary Australian safety standards and are certified in accordance with the Professional Engineers Act (2009). The report is currently being drafted and awaiting some evidence from the contractor to finalise the report and release.
- As part of the above audit, E&T has also completed an audit on the quality control process carried out during the overseas manufacturing period and the traceability of the steel once it is used on site. The findings will be included in the report being prepared.
- Further, the above audit by E&T looked at the process followed by the contractor-engaged third party specialist who reviewed the design of the temporary gantry support structure to make sure the reviews were carried out by competent professionals.
- TMR had discussions with the contractor about the quality control protocols for foreign steel materials used in the project. The contractor has advised it has partnered with external third-party experts for quality assurance during the manufacturing and fabrication of the steel materials overseas.

Action Officer/Approved by:

Melanie dei Rossi
Regional Director
(Metropolitan)

Tel: [REDACTED]
Date: 15 May 2024

Endorsed by GM

Ann-Maree Knox
General Manager (Program
Delivery and Operations)

Tel: [REDACTED]
Date:

Endorsed by DDG

Julie Mitchell
Deputy Director-General
(Infrastructure Management
and Delivery)

Tel: [REDACTED]
Date:

Endorsed by DG

Sally Stannard
A/Director-General

Tel: [REDACTED]
Date:

- The contractor has engaged PMI for quality assurance, to ensure steel manufacturing and fabrication conforms with Australian standards. PMI is a China, Hong Kong and Macau-based construction project management and inspection company providing quality inspection and quality assurance/quality control services across a multitude of industries, including oil and gas, bridges, ship building, building construction, mining and marine works. PMI's team includes inspectors, supervisors and project managers who have worked on international projects around the globe. PMI undertakes a wide range of services, including multi-disciplinary non-destructive testing, coating inspection and weld inspection.
- The contractor has advised that PMI's quality assurance of the fabrication process (including welding), inspection plan, and inspection reports is proof of evidence that fabrication has met the required standards. TMR is currently reviewing this advice.
- Two National Association of Testing Authorities (NATA) accredited testing laboratories in Brisbane have also taken material samples of the imported steel for testing. The testing information will be used to inform the validity of the material test results provided by the steel manufacturer. TMR engineers will review this information when test results are received.
- Delivery of imported steel is ongoing, and the contractor is currently assembling the temporary structures on site. These structures will be demobilised from the site once the new northbound bridge and refurbishment of the existing bridge is complete, expected to be in 2027.
- Delivery of materials for a temporary gantry is currently ongoing with the bulk of the gantry steel expected to be delivered to site by early June 2024, and gantry crane delivered by late June 2024.
- The program of works has not been significantly impacted by the CFMEU activity. Work items have been rearranged on the program to account for disruptions. As the works proceed the opportunity to alter the works program reduces. The potential risks of disrupting items like a concrete pour is significant and necessitates contingency plans to mitigate negative impacts of any interruptions or delays.

Advice for Minister for Transport and Main Roads and Minister for Digital Services

Subject: Meeting with Construction, Forestry and Maritime Employees Union (CFMEU)

Document ID:	DLO7469
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- The Minister for Transport and Main Roads and Minister for Digital Services is meeting with the Construction, Forestry and Maritime Employees Union (CFMEU) on Thursday 6 June 2024.
- Information on topics that may be discussed is provided below.

Centenary Bridge

- The Department of Transport and Main Roads (TMR) is undertaking a \$298.5 million upgrade of the Centenary Bridge in Jindalee to increase capacity and improve safety by building a new three-lane northbound bridge and rehabilitating the existing bridges to three lanes southbound, as well as upgrades to active transport facilities.
- The project is being delivered by a Georgiou/BMD Joint Venture (the contractor).
- The industrial agreement which covers the contractor's direct workforce reflects the Transport Best Practice Industry Conditions (\$100 million - \$300 million) and has the AWU as a party to the agreement.

Industrial disruption

- Since February 2024, the project noted increased scrutiny from the Construction, Forestry and Maritime Employees Union (CFMEU) where they have questioned matters relating to general workplace health and safety and the use of imported steel for temporary works on the project.
- The project has had over 80 union visits with a high proportion of those without valid permits/documents and some being unlawful site entry.
- The contractor is responsible for managing the industrial relationships and risks on the project and has taken extra measures including additional CCTV cameras, employing industrial relations officers and over 30 security officers to protect the workers and the site.
- The level of activity and disruption, such as blockading site entry, has impacted delivery of materials to the project site (temporary steel and concrete) and the delivery program (approx. 6 weeks) and potential additional costs.

Action Officer/Approved by: John Ryan Deputy Regional Director (Metropolitan)	Endorsed by GM Ann-Maree Knox General Manager (Program Delivery and Operations)	Endorsed by CPO Deanne Hawkswood Chief Procurement Officer	Endorsed by DDG Julie Mitchell Deputy Director-General (Infrastructure Management and Delivery)	Endorsed by DG Sally Stannard Director-General
Tel: [REDACTED] Date: 3 June 2024	Tel: [REDACTED] Date: 4 June 2024	Tel: [REDACTED] Date: 4 June 2024	Tel: [REDACTED] Date:	Tel: [REDACTED] Date:

- In mid-May, an Injunction Order was applied to the CFMEU which prohibited them from physically obstructing/impeding the movement of goods or people to and from the project and aiding, abetting, counselling, procuring or inducing any person to engage in this conduct. The Order also requires compliance with visitor induction processes (sign into site).
- The Injunction has been extended, with a hearing date to be determined (possible November 2024).
- A chronology of industrial disruption can be found in **Attachment 1**.

Imported Steel for temporary works

- The contractor will use temporary steel structures to construct the temporary gantry for concrete girder handling and works on the existing bridges. These will be demobilised from site once works are complete. These structures will be built in part with imported steel.
- TMR has audited the processes used by the contractor and their consultants to certify the design and installation of temporary steel structures. The audit supports the contractor's assertion that the materials and works meets the necessary Australian safety standards and are certified in accordance with the *Professional Engineers Act 2002*.
- Delivery of imported steel is ongoing, and the contractor is currently assembling the temporary structures on site. These structures will be demobilised from the site once the new northbound bridge and refurbishment of the existing bridge is complete, expected to be in 2027.
- The bulk of the gantry steel is expected to be delivered to site by early June 2024. The gantry crane is expected to be on site by late June 2024.

Fair Work Ombudsman

- The TMR Director-General (DG) met with the Deputy Fair Work Ombudsman (FWO) and discussed their approach to regulating compliance with the *Fair Work Act 2009* (FW Act) in the commercial building and construction sector.
- The DG outlined issues identified by TMR and project participants, and the FWO outlined the practical challenges in regulating alleged conduct in the sector without specific information or evidence from impacted parties.
- The FWO advised that it uses information and intelligence from various sources to assist in identifying alleged non-compliance with the FW Act in order to ensure that their resources are focused on areas or sites of significant risk of non-compliance and public interest and concern.
- The FWO advised that TMR and project participants should refer specific information regarding alleged non-compliance to her office.
- TMR has previously progressed DLO7436 and DLO7437 to you relating to this matter.
- For the meeting with CFMEU on 6 June 2024, Ms Deanne Hawkswood, Chief Procurement Officer will be TMR's representative.

Traffic Controllers

- Traditionally, traffic controllers have not been represented by any unions. However, two unions (CFMEU and AWU) have laid claim to this classification, although this matter has not yet been formally contested through legal channels. Union coverage is very emotive and technical and has been subject of many high court challenges.

- Colloquially traffic controllers are known to control the job, in a literal sense they control who comes in and out of the job and the corresponding ability to exert control over the jobs.
- Both unions have published their individual rules, with one being very distinct whilst the other is broad.
- In August 2023, the former Minister for Transport and Main Roads and Minister for Digital Services, Mr Mark Bailey received a comprehensive letter on the question of coverage from Ms Stacey Schinnerl, Branch Secretary, AWU Queensland Branch. (**Attachment 2**).
- The customary practice within the Queensland market has led Principal Contractors to either:
 - Engage specialist contractors for their Traffic Management scope of work (subcontracting); or
 - Include the Traffic Controller classification in their respective industrial instrument (self-perform).
- Principal contractors for recent projects such as Beams Road Level Crossing Upgrade, Centenary Bridge Upgrade, Coomera Connector North and Central packages, Rockhampton Ring Road, Gold Coast Light Rail Stage 3, and Cross River Rail (Civil and Surface Works) do not include a 'Traffic Controller' classification within their respective industrial instruments and have subcontracted these scopes of work.

Use of Contractors clause in TMR Enterprise Agreements

- The DG advised the CFMEU in December 2023 that TMR is exploring how, if and when it does need to contract out work that RoadTek traditionally undertakes and which would be covered by clause 4.2 of the TMR Operational Employees' 'blue collar' Certified Agreement 2022, it can do so in a way that best achieves the overarching objectives of that clause whilst remaining compliant with the Fair Work Act and all other laws.
- The relevant part of contracting out clause 4.2(3)(g) of the Agreement which applies in these circumstances states as follows:

TMR will include as a condition of all future contracts a requirement that contractors (including labour hire companies) must pay the current terms contained within this Agreement as a minimum for all work performed in the callings covered by this Agreement. This provision shall apply to all relevant tenders called and relevant contracts entered into on or after the date of the certification of this Agreement. Where RoadTek work is to be performed in accordance with industry accepted standards of accreditation or minimum qualifications, these requirements must also be met by contractors, subcontractors and labour hire providers.

- The intent of this clause is that RoadTek is required to pay contractors the current terms of the Enterprise Bargaining Agreement (EBA) to all relevant contractors - noting that relevant contractors will be those that relate to the work traditionally undertaken by RoadTek.

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- **30 May 2024**, at the Insourcing Reference Committee (IRC) Meeting, TMR was challenged by the CFMEU about the status of clause 4.2(g).
- TMR advised that the department was still looking to carry out the intent of the clause but were awaiting advice on next steps.
- CFMEU requested that TMR provide the legal advice relating to the non-compliance of clause 4.2(3)(g). TMR advised that this was not available.

- Together Queensland (TQ) recently sought to enforce a similar clause within the TMR 'white collar' Certified Agreement 2022, that is, TQ argued TMR was obligated to ensure that a cohort of labour-hire employees receive the same remuneration that they would otherwise receive under the Agreement.

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Attachment 1

A chronology of Industrial Action at Centenary Bridge is detailed below:

- **28 February 2024**, CFMEU representatives blockaded the site access to protest the use of imported steel for temporary works, alleging the imported steel does not meet Australian Standards and is unsafe to use. Following the blockade, CFMEU representatives camped around the site for over a month during day and night shifts, with the contractor raising concerns about rude behaviour, vandalism and frequent unauthorised access into the project site by union members.
- During this period, the delivery of temporary works steel to site was stopped. Prior to the Easter holiday, the camp demobilised and has not resumed.
- **29 April 2024**, up to 20 CFMEU representatives attended the site, with only a few providing the required permits and 'Right to Entry' documentation. The documentation outlined generic access/egress concerns, unsafe work practices and edge protection. No specific work area was identified as required under s117 of the *Work Health and Safety Act 2011* (WHS Act). The union representatives declined to sign the site visitor induction register and illegally accessed the site.
- Due to the number of representatives breaking fences and entering the site unlawfully, the site was deemed unsafe for staff to continue work and the site was shut down for the remainder of the day. The Queensland Police Service was called to the site to assist in managing CFMEU representatives.
- As a result of the ongoing disruptions and behaviour and the forced entry (noted above), extra measures were put in place by the contractor including additional CCTV cameras, employing industrial relations officers and employing over 30 security officers to protect the workers and the site.
- **14 May 2024**, approximately 50 CFMEU representatives attended site and blockaded the main site entrance, stopping the delivery of concrete and disrupting activities on site.
- Only two of those attending site had the required permits and 'Right to Entry' documentation, citing very generic unsafe work practices. Similarly, no specific work area was identified as required under s117 of the WHS Act.
- Work was suspended to ensure the safety of all personnel. A major concrete pour was stopped halfway due to the disruption to the concrete delivery.
- QPS attended the site with no action against the union presence taken as they were in the public space. Two Workplace Health and Safety Queensland (WHSQ) inspectors were also in attendance and upon inspection of the matters raised in the s117 notice, WHSQ inspectors had no concerns and the permit to enter application was accepted.
- The CFMEU claim that two of their organisers were assaulted while raising safety concerns at the site by the contracted security guards. This is refuted by the contractor. Evidence of the alleged assault was captured on CCTV and body cam footage which appears to contradict the allegation. TMR has not witnessed the footage.

- CFMEU representatives have previously visited the site on over 80 occasions. Over 50 of those visits took place without presenting valid documentation, some of which were unlawful entry to work sites.
- **15 May 2024**, Federal Court of Australia, Queensland Registry (Fair Work No: QUD245/2024), gave a finding against CFMEU and others named in the schedule.
- The court orders include that CFMEU (whether by its delegates, office holders, employees, or other representatives) and the nine other named persons are prohibited from:
 - a. physically obstructing or physically impeding the free movement of goods or people to and from the Project or a Point of Entry;
 - b. aiding, abetting, counselling, procuring or inducing any person to engage in the conduct referred to above.
- The Order requires compliance with visitor induction processes (sign into site). A schedule attached to the document lists the respondents. Each respondent is associated with the CFMEU and is subject to the orders issued by the court. This injunction order operated until midnight on 23 May 2024.
- **23 May 2024**, the Federal Court of Australia, Queensland Registry, extended the injunction order, with a hearing date yet to be finalised, potentially in November 2024.

While this may assist the project with respect to disruptive behaviour outside the site impacting material delivery, implied threats have been made regarding delays to lifting the steel in place (this will involve cranes which CFMEU have representation of).

Impacts of ongoing activity

- The contractor has indicated that the disruptions caused by union activities since February 2024 have impacted its program of works. TMR believes that the following time and costs have occurred due to the disruptions:
 - a delay of about 30 working days to the contractor's program (six weeks)
 - disruption costs amounting to nearly \$5 million to date, with potential to increase to about \$13 million for this year if the disruptions continue despite the court order
 - since late April 2024, the contractor has engaged over 30 security personnel and two industrial relations officers to protect the site and prevent unlawful entry by union members. The contractor is currently assessing the conditions and investigating the possibility of reducing the number of security personnel given the court order in place.

18 August 2023

The Hon Michael de Brenni
Minister for Energy, Renewables and Hydrogen
and Minister for Public Works and Procurement

email: epw@ministerial.qld.gov.au

Dear Minister de Brenni,

1. We are in receipt of email correspondence sent by Randall Fuller subject "History" which purports to set out an authoritative history of union coverage in the civil construction industry regarding the Australian Workers' Union and the Construction, Forestry, Maritime, Mining and Energy Union. The email was sent on Tuesday, 25 July 2023 at 9:01:01 pm.
2. Unfortunately, there are a number of inaccuracies contained in the information that Mr Fuller has distributed in relation to Union coverage as it relates to the civil construction industry. More seriously, several representations Mr Fuller has made have no basis in law or fact.
3. Whilst Mr Fuller's email correspondence was sent from his private email address [REDACTED] this email was sent to the following Queensland Government employees, consultant and email addresses:
 - a. Sharon Bailey at [REDACTED]
 - b. Ryan Murphy at [REDACTED]
 - c. Bernadette Zerba at [REDACTED];
 - d. Trevor Dann at [REDACTED].
4. The purpose of this correspondence is to address the inaccuracies of Mr Fuller's email correspondence of 25 July 2023 and formally record the serious concerns the AWU has regarding the inaccurate information distributed by Mr Fuller.
5. I cannot understate the potential Mr Fuller's correspondence has to undermine any positive relationship the AWU may have with your department if immediate steps are not taken address the inaccurate information distributed by Mr Fuller to Queensland Government employees and on their Queensland Government email addresses.

Stacey Schinnerl, Secretary

The Australian Workers' Union of Employees, Queensland

Stacey Schinnerl, Branch Secretary

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The Australian Workers' Union, Queensland Branch

6. Further, by reason of the matters set out in this correspondence, the AWU requires that all administrative and Ministerial decisions regarding the interests of the AWU and Best practice industry conditions (BPIC):
 - a. are made impartially;
 - b. are made in compliance with the *Public Sector Ethics Act 1994* and the *Public Sector Act 2022*; and
 - c. that any advice given to a Minister is not infected with bias, therefore undermining the relevant principles set out in the Ministerial Code of Practice.

The Basics – Union Coverage and Eligibility Rules

7. The purpose of this correspondence is to address, and correct, the matters in Mr Fuller’s correspondence.
8. For the purposes of this correspondence, I have set out below the eligibility rules of the AWU on both civil construction and building construction.
9. Relevantly, Rule 5, Section 1 Part A (4) says, *inter alia*, the following:
 - “ (4) Without limiting the generality of any other provisions of this Rule or being limited in any way thereby, every bona fide worker employed in or in connection with the industries or callings of:
 - (a) Landscaping (other than in the Northern Territory);
 - (b) Builders labourers in that area of Queensland situated north of a line commencing at the sea coast with the 22nd parallel of south latitude, thence by that parallel of latitude due west to 147 degrees of east longitude thence by that meridian of longitude due south to 22 degrees 30 minutes of south latitude, thence by that parallel of latitude due west to the western border of the State.
 - (c) The construction, repair maintenance or demolition of:
 - (i) Civil and/or mechanical engineering projects.
 - (ii) Power transmission, light, television, radio, communication, radar, navigation, observation towers or structures.
 - (iii) Power houses, chemical plants, hydrocarbons and/or oil treatment plants or refineries.
 - (iv) Silos, excepting grain silos in Tasmania, South Australia, Western Australia and that area of Queensland not included in paragraph 4(b) above.
 - (v) Sports and/or entertainment complexes.
 - (vi) Car parks excepting car park buildings and car parks within the alignment of a building;

shall be eligible for membership of the Union”

10. Despite the restriction of coverage of builders labourer’s in Rule 5, Section 1 Part A (4), Rule 6A - Additional Eligibility For Admission To Membership In The State Of Queensland, says the following at subsection (4) (24) (set out below).

11. Further, the AWU’s coverage in Queensland regarding construction work is obvious when one has regard to the extensive coverage in Rule 6A(4):

“(4) Subject to this Rule 6A every bona fide worker male or female, engaged in manual or mental labour in or in connection with any of the following industries or callings namely:

...

12. Road Making including construction and/or maintenance and/or repair and all work in or in connection with or incidental thereto.

13. Water Supply construction and/or maintenance and/or repair and/or operation of and all work in or in connection with or incidental thereto. Sewerage construction and/or maintenance and/or repair and/or operation of and all work in or in connection with or incidental thereto.

14. Railway construction and/or Maintenance and/or repairs and all work in or in connection with or incidental thereto.

...

17. All employees engaged in or in connection with or incidental to the construction and/or maintenance and/or repair and/or operation of local authority work or works.

18. All employees engaged in the construction and maintenance of tramways.

...

20. Bridge Carpenters and all other labour employed in or in connection with or incidental to the construction and/or maintenance and/or repair and/or alteration and/or demolition of bridges, wharves, piers, jetties, dolphins, barrages and other similar or like structures.

...

24. All kinds of general labour (including builders’ labourers).”

12. These rules have been extensively considered by the High Court of Australia in the Uranium case (*Queen v. Moore; Ex Parte Federated Miscellaneous Workers’ Union of Australia* [1978] HCA 51; (1978) 140 CLR 470) the Worsley case (*The Queen v. Coldham; Ex Parte Australian Workers’ Union* [1983] HCA 35; (1983) 153 CLR 415) and the Argyle Diamonds case (*The Queen v. Isaac; Ex Parte Transport Workers’ Union* (1985) 159 CLR 323) which confirms the AWU capacity to represent the industrial interests of all workers performing work in the civil construction industry in Queensland.

Prior to Existing Amalgamated Super Unions

For many years the AWU and The Builders Labourers Federation (BLF) conducted open warfare to require employers to have its employees become members of their union. These were the days before Freedom of Association laws as we know them today. Both had significant wins and losses.

13. The Builders Labourers Federation (BLF) and the AWU have never competed for membership in the civil construction industry. This is because the BLF never had the capacity to represent the industrial interests of any worker in the civil construction industry.
14. This was confirmed by the High Court of Australia in 1982 in *R v Williams; Ex parte Australian Building Construction Employees' and Builders Labourers' Federation* (1982) 153 CLR 402, where a majority of the High Court confirmed that the BLF's coverage was limited to work associated with a building or buildings in the ordinary meaning of those words.
15. Relevantly, the majority said (per Gibbs C.J., Mason, Wilson, Brennan, Deane and Dawson JJ) (at 410, 411 to 412)

“In their judgments in *Watson's Case*, the members of the Court who constituted the majority gave consideration to the general scope of the Federation's eligibility provisions. In particular, Walsh J. expressed a conclusion that the operations referred to in the Federation's eligibility provisions “are all described in terms which limit them to work associated with buildings which are being constructed, repaired, demolished or removed or with preparations for building construction, such as excavating or the levelling of building sites”. This view accords with the approach adopted in the judgment of Menzies J. Barwick C.J. expressed his agreement with the judgment of Menzies J. and, in the course of some additional remarks of his own, said that “the eligibility clause properly understood is restricted to workers in the building industry...”. In the result, the reasoning of the majority Justices in *Watson's Case* lends support for the view that the eligibility provisions of the Federation, apart from the subsequently added special provision relating to employees engaged in the operation of concrete batching plants, are limited to work associated with a building or buildings. It is also apparent from the judgments of Walsh J. and Menzies J. in *Watson's Case*, that references to a “building” or “buildings” should not be understood as references to any structure at all but as references to what would ordinarily be described, in common parlance, as a building or buildings.

...

Once the conclusion is reached that the operations referred to in the Federation's eligibility clause are limited to work associated with a building or buildings in the ordinary meaning of those words, it is plain that none of the particular workers involved in the present applications comes within the provisions of that clause. It is unnecessary and undesirable to attempt to frame any comprehensive definition of the words “building” and “buildings” as used in r. 4. It suffices to say that the words, as there used, do not extend to

encompass the high voltage electricity transmission towers involved in the first application (No. M77 of 1981), the steel tanks and carbon baking furnace stack involved in the second application (No. M41 of 1982) or the structural steel framework involved in the third application (No. 56 of 1982). That being the case, none of the relevant workers is eligible to become a member of the Federation. The Federation was neither competent to create an industrial dispute by serving a log of claims relating to their activities nor entitled to have an order made by the Commission that those activities be carried out by members of the Federation.”

16. In *The Australian Workers’ Union of Employees, Queensland AND Australian Building Construction Employees and Builders’ Labourers’ Federation (Queensland Branch) Union of Employees* (No. B472 of 2000), Commissioner Bloomfield, as he was then, determined that the BLF had enrolled employees outside of their eligibility rules at the Townsville City Council.

17. The Commissioner said (at 91 and 92):

“Laying concrete, laying asphalt, digging excavations for water pipes and so on by a labourer is not work eligible to be covered by the BLF unless it is performed in or in relation to the construction, alteration, repair, removal or demolition of a building (see *The Queen v Williams*). For that reason none of Messrs Healey, Cross, Jones or Whitman was eligible to join to the BLF.

...

In circumstances where the Commission has clear evidence that BLF has willingly enrolled persons who are clearly outside its eligibility rule and where disputation has already been caused and is further threatened as a result of that action, I have decided to issue a limited Order which will restrain BLF from enrolling, or purporting to enrol, as a member certain persons who are employees of Townsville City Council.”

18. To be clear, any contention that the BLF ever had coverage of workers in the civil construction industry is erroneous and completely at odds with decisions of the High Court of Australia dating back over 50 years in *R v Watson; Ex parte Australian Workers’ Union* (1972) 128 CLR 77.

19. Further to this, subsequent to the BLF’s federal deregistration, unions such as the Building Workers Industrial Union (**BWIU**) and the Federated Engine Drivers and Firemen’s Association (**FEDFA**) amended their eligibility rules to incorporate the former eligibility rules of the BLF in the building construction industry. This did not have the effect of extending coverage of those rules into the civil construction industry.

20. Relevantly, the BWIU and the FEDFA amalgamated to what is currently called the Construction Forestry Maritime Mining and Energy Union (**CFMMEU**).

21. To be clear, and as will be discussed below in this correspondence, the BWIU and the FEDFA also did not have industry coverage in civil construction industry. Instead, their coverage was limited to occupational eligibility.

22. Conversely, as is set out above, the AWU does have the capacity to represent the industrial interests of builders labours in Queensland in the building construction industry pursuant to Rule 6A - Additional Eligibility For Admission To Membership In The State Of Queensland, says the following at subsection (4) (24) (set out below).

Freedom of Associations contention has no basis in law

23. Mr Fuller's implied contention that the outcome for the BLF would have been different if "Freedom of Association laws as we know them today" were applied is erroneous and has no basis in law.
24. The "Freedom of Association" provisions of the Fair Work Act 2009 (Cth) (**FW Act**) and the *Fair Work (Registered Organisations) Act 2009* (Cth) (**FW(RO) Act**) do not allow for any union to cover whatever worker they choose.
25. In *CSBP Ltd v Construction, Forestry, Mining & Energy Union* (2011) 212 IR 162, the CFMMEU contended that process technicians had an unencumbered right to join the CFMMEU by reason of, *inter alia*, their right to "Freedom of Association"
26. McKerracher J summarised their argument as follows (at [38]):

"38. Further, CFMEU contends that the broad approach is reinforced by the objects of the *Fair Work Act 2009* (Cth) (the Fair Work Act) which include "enabling fairness and representation at work and the prevention of discrimination by recognising the right to freedom of association and the right to be represented" (s 3(e)). CFMEU contends that the right to freedom of association is a basic human right enshrined in the Universal Declaration of Human Rights, Art 20(1) of which provides that everyone has the right to freedom of association. This in turn led to the right to freedom of association being enshrined in the International Covenant on Civil and Political Rights, done at New York on 16 December 1966 as follows (Art 22(1)):

"Everyone shall have the right to freedom of association with others, including the right to form and join trade unions for the protection of his interests."

27. The Court rejected this submission in its entirety, saying the following:

"191. CFMEU argues that a broad approach is reinforced by the objects of the Fair Work Act. The objects include "enabling fairness and representation at work and the prevention of discrimination by recognising the right to freedom of association and the right to be represented" (s 3(e)). The objects of the Fair Work Act are met because Process Technicians, like other employees of CSBP, are entitled to become members of an organisation (s 166 FW(OR)A). That applies especially to CFMEU's argument that the right to freedom of association is a basic human right enshrined in the Universal Declaration of Human Rights, Art 20(1). That Article does not assist with the construction of the Rules. In particular, the Enterprise Agreement specifically refers and applies to Process Technicians. The Enterprise Agreement defines

“respondent unions” to be the “Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union” also known as the Australian Manufacturing Workers’ Union, the Liquor, Hospitality and Miscellaneous Union now known as United Voice and the Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union of Australia. These unions were also the bargaining representatives involved in the negotiation of terms and conditions on behalf of the employees in the Enterprise Agreement.

192. Process Technicians are specifically referred to in the Enterprise Agreement. Paying particular attention to the rules prescribing eligibility for membership and description of industries of the registered rules of the “respondent unions”, it is of note that United Voice may better represent Process Technicians. Eligibility for membership of United Voice is outlined in r 3 which provides that persons eligible for membership are those:

Part 1

... employed to perform work in or in connection with any one or more of the

following industries and/or industrial pursuits, namely:—

... chemical ... chemical workers ... persons designated as attendants and/or assistants and performing work which is otherwise covered by this present rule 3 part 1.

...

Part 5

Without in any way limiting and without in any way being limited by the conditions of eligibility for membership elsewhere in this rule, the Union shall

also consist of persons who are employed or usually employed in or in connection

with any one or more of the following industries and/or industrial pursuits, namely:—

...

In the State of Western Australia

(A) ... artificial fertilizers, acids ... and/or other chemical industries including ... ammonium-nitrate ... nitric acid ... carbon-di-oxide ... synthetic ammonia

193. Rule 4 Pt 1 states that the relevant industries are:

The description of the industries and/or industrial pursuits in or in connection with which the Union is registered is as follows:—

The industries and industrial pursuits of persons employed in ... chemical (other than persons engaged principally in or in connection with the making,

preparation, handling, putting up, reception, sale demonstration and/or delivery of drugs, pharmaceutical goods and medicinal chemicals); chemical workers; ...

The generality of description of any of the foregoing industries or industrial

pursuits is not to be limited by reference to any other industry or industrial pursuit.

...

Provided further that tradesman's assistants, riggers and metal workers employed in maintenance sections of any establishments in the foregoing industries and/or industrial pursuits shall not be eligible for membership pursuant to the foregoing provisions.

..." (emphasis added)

28. Similarly in this matter, Art 20(1) of the Universal Declaration of Human Rights does not assist with the construction of the BLF or the CFMMEU eligibility Rules. Further, "the objects of the Fair Work Act are met because" employees employed in the civil construction industry in Queensland" are "entitled to become members of an organisation (s 166 FW(OR)A)" - namely the AWU.

Deregistration of BLF and Union Amalgamations

With the demise of the BLF and later the Amalgamations of trade unions into industry unions the new AWU and the CFMEU were declared as joint Principal Unions in Civil Construction.

The short form of the Agreements arrived at during this time (and inserted into the AWU rules) was that The AWU covered labourers and the CFMEU covered trades people. This left the contentious group of Plant Operators.

The CFMEU gained coverage of this group through an amalgamation with another union (The FEDFA). The AWU already had coverage. They were given joint coverage.

29. Mr Fuller's contention that "With the demise of the BLF and later the Amalgamations of trade unions into industry unions the new AWU and the CFMEU were declared as joint Principal Unions in Civil Construction" has no basis in fact or law.
30. There has been no ruling from any tribunal or court of competent jurisdiction declaring the "AWU and the CFMEU joint Principal Unions in Civil Construction."
31. By reason of its extensive eligibility rules, the AWU has always, and continues to be, the principal union in the civil construction industry.
32. Conversely, as set out above, the eligibility rules of the the BWIU and the FEDFA have always been limited to occupational coverage in the civil construction industry. This limited coverage was not extended by reason of amalgamations.
33. Relevantly, in the recent Full Federal Court decision of *O'Connor v Setka* [2020] FCAFC 195, where the rules of the current CFMMEU were considered, the Court said the following (at [25]):

“Rule 2

25. Rule 2, under the heading “Constitution”, contains a statement of those eligible to be members of the Union. It is extensive, 40 pages in length, and provides for 20 different principal categories of membership. It is apparent that the categories reflect the membership eligibility clauses of the various amalgamating unions which were, in effect, cut and pasted into the National Rules with each successive amalgamation...”

34. In civil construction, the BWIU only ever had coverage of workers in the civil construction industry who were principally employed as “carpenters or joiners”. This is replicated in Rule 2 (A)(A)(3)(i) of the CFMMEU rules (**BWIU Rule**).

35. In relation to the FEDFA, they only ever had coverage of workers in the civil construction industry who were employed, as their principal or the primary purpose, as “engine drivers, firemen, crane drivers, mobile crane drivers, forklift drivers... excavator drivers”.

36. This rule can be found at Rule 2(E)(a) of the current rules of the CFMMEU (**FEDFA Rule**).

“(E) Without limiting the generality of the foregoing and without being limited thereby the following are eligible to be members of the Union:-

(a) An unlimited number of all classes of engine drivers, firemen, crane drivers, mobile crane drivers, forklift drivers, tow motor drivers, excavator drivers...”

37. Further, in *Construction, Forestry, Maritime, Mining and Energy Union v DuluxGroup (Australia) Pty Ltd* (2021) 312 IR 217, the Full Bench of the Fair Work Commission (**FWC**) considered an appeal by the CFMMEU about the interpretation of rule 2(E)(a). the Full Bench said the following:

“Merits of the appeal

52. The propositions stated in the decision under appeal concerning the proper construction and application of the expression “forklift drivers” in rule 2(E)(a), which we have summarised in 40 above, were not as we perceive it the subject of challenge in the appeal. In any event, having regard to the historical development of the rule and its judicial consideration in the three decisions to which we have earlier referred, we consider those propositions to be correct. A number of points in that connection may be emphasised.

53. *First*, the expression “forklift drivers” must be understood in the context of rule 2(E)(a) as a whole, having regard to the history of its development. As has been clear ever since its initial registration, the FEDFA was established as a “craft union” or, in more contemporary parlance, an occupational union. Each type of employment identified in the FEDFA’s eligibility rule must therefore be understood as descriptive of an occupation. Additionally, as was observed by the High Court in *Re Coldham* in relation to the first category of employment

types in the rule (which includes “forklift drivers”), they are occupations which “have some degree of special skill”. Accordingly, in order to be eligible to be a member of the CFMMEU as a forklift driver, a person’s employment must be able to be characterised as one in which the primary purpose is forklift driving as a skilled occupation.

54. *Second*, the circumstances in which the FEDFA gained coverage of “forklift drivers” sheds some light on what it means to be a forklift driver in the occupational sense. Both the FEDFA in advancing its case for the alteration and the Industrial Registrar in conditionally granting it drew a direct comparison between forklift driving and the specialised skill of crane operation. Crane operators, both then and now, typically operate in a “stand alone” role in which the operation of a crane constitutes the *raison d’etre* for their employment. We consider therefore that a person must be a forklift operator in an analogous sense in order to fall within rule 2(E)(a).

55. *Third*, the decisions in Mt Newman and CSBP make it clear the employment in question must be assessed in the context of the purpose for which the employer has employed the employee and the employer’s organisation of work. To paraphrase what Burt CJ said in Mt Newman, the question here is whether Mr Lambert was employed to drive a forklift so that he earns his wages by doing that, or whether he is employed to do something else, and Mr Lambert will not be a “forklift driver” within the meaning of rule 2(E)(a) merely because he drives a forklift in order to do what he is employed to do. The additional observation made by Burt CJ that the description of the employee’s vocation will more often than not reflect the purpose to be achieved by the employee’s work must be given weight in this respect.

56. *Fourth*, the Full Court in CSBP considered it legitimate to have regard to the FEDFA’s industry rule to eschew a construction of the eligibility rule which is so extremely wide or indefinite as to be unlikely ever to have been intended. In this case, the approach advanced by the CFMMEU would give it eligibility in respect of virtually any employee who operates a forklift to a significant degree in their employment, and give it entry into a wide range of industries, particularly storage and warehousing, beyond contemplation when the FEDFA obtained approval for the alteration to its eligibility rule in 1949 (noting that the Industrial Registrar identified the purpose of the rule change as to “bring within its sphere employees of the desired classes where they are found *in industrial areas at present occupied by the applicant*”, emphasis added). The relevant part of the CFMMEU’s industry rule (rule 3(F)) strongly confirms the relevant occupational focus of the rule insofar as it refers to a “calling, service, employment, occupation, or avocation” of persons “employed ... as drivers of ... any ... fork lift ... ” (emphasis added). This places emphasis on the purpose of the employment.

38. By reason of those matters set out above, it is obvious to any person who has a basic knowledge of the civil construction industry that it is rare for any person to be principally employed as an engine driver, firemen, forklift driver or excavator driver.

39. Further, while it is not uncommon for a person to be principally employed as crane driver or mobile crane driver, persons employed in these occupations are limited on any civil construction site.

40. Further, the eligibility rules of the CFMMEU are replete with exclusions for their eligibility for any person employed (see for example Rule 2(E)(b)):

“(1) on a building or structure which building or structure is for the purpose of housing mechanical or electrical plant on a civil or mechanical engineering site.

(2) In that area of Queensland situated north of a line commencing at the sea coast with the twenty second parallel of south latitude, thence by that parallel of latitude due west to a hundred and forty seven degrees of east longitude thence by that meridian of longitude due south to twenty two degrees thirty minutes of south latitude, thence by that parallel of latitude due west to the western border of the State.

(3) in the mining or exploration or hydro-carbons industries.”

41. Whilst it is a continual claim by the CFMMEU that they have coverage of riggers, scaffolders, dogman, steel fixers, and concreters (etc) this coverage was the coverage of the BLF and is limited to the building construction sector. Rule 2(B) is as follows:

“(B) Without limiting the generality of the foregoing, or being limited thereby the Union shall also consist of:-

(1) workers (other than tradesperson), on any work in or in connection with or incidental to the erection, repair, renovation, maintenance, ornamentation, alteration, removal or demolition of any building.

For the purpose of this sub-rule (B) building shall include a building-type structure for the purpose of housing persons, goods or workshop equipment (other than mechanical or electrical plant) on a Civil or Mechanical Engineering Site.

...

(ii) employed on any making or contracting job in wood, stone, brick, concrete, iron or steel, or combination of these or other materials incidental to any of the work described in Part (1) of this sub-rule, and in particular as

Bricklayers Labourer

Plasterers Labourer

Concrete Finisher

Dump Cart Operator

Scaffolder

Powder Monkey

Foundation Shaftsmen
Steel Fixer (including Tack Welder)
Assistant Powder Monkey
Demolition Worker
Gear Hand
Jackhammerman
Mixer Driver (Concrete)
Steel Erector
Aluminium Alloy Worker Structural Erectors
(whether prefabricated or otherwise)
Cement Gun Operator
Concrete Cutting and Sawing Machine Operator
Concrete Gang worker (including Concrete Floater)
Roof Layer (Malthoid or similar material)
Underpinner
Concrete Formwork Stripper
Builders Labourer
Tackle Hand
Floor Sanding and/or Smoothing Machine
Operators
Leading Hand Labourer
Labourer on Refractory work
Labourer excavating ground for foundations
or basements of building or levelling
ground on a proposed building site
or doing concrete work, tar paving or
asphalt work or mortar or concrete mixing
in connection with or incidental to the
construction, repair, demolition or removal of buildings
Rigger performing rigging work that is an
integral part of, or is incidental to, a

tradesman's work

Assistant Rigger assisting a rigger

specified in immediate preceding

classifications

Drilling Machine Operator except in the

mining or mineral exploration or

hydrocarbon industries

Provided that, nothing in this sub-rule (B) shall render eligible to join the Union any person employed:-

...

(5) On a building or structure which building or structure is for the purpose of housing mechanical or electrical plant on a Civil or Mechanical Engineering Site;

...

(7) In that area of Queensland situated north of a line commencing at the sea coast with the twenty second parallel of south latitude, thence by that parallel of latitude due west to a hundred and forty seven degrees of east longitude thence by that meridian of longitude due south to twenty two degrees thirty minutes of south latitude, thence by that parallel of latitude due west to the western border of the State." (emphasis added)

42. By reason of the CFMMEU's limited coverage in the civil construction industry and also by reason of the specific exclusions of eligibility on a "a Civil or Mechanical Engineering Site" – it is obvious why there has been no ruling from any tribunal or court of competent jurisdiction declaring the "AWU and the CFMEU joint Principal Unions in Civil Construction."

43. Further to this, had the CFMMEU eligibility rules given that union the extensive coverage Mr Fuller asserts that it has, there would have been no reason for the CFMEU (as it was then) to make an application to alter its eligibility as it did in 1997 where it sought to make the following amendment (see *Re Australian Workers' Union, Ex parte Construction, Forestry, Mining and Energy Union* [2002] FCAFC 150 at [4]):

"4.The alteration for which consent was sought by the CFMEU was to rule 2 of the Constitution, and the most important part of the alteration was to add the following sub-rule:

"(B)(3) Without limiting the generality of the foregoing and without being limited thereby, persons eligible for membership of the union shall include any worker (other than metal, electrical or plumbing tradespersons) engaged on any work in or in connection with or incidental to the construction, repair, renovation, maintenance, ornamentation, alteration, removal or demolition of any building or structure or any other works or projects including but not limited to:-

- (i) civil and/or mechanical engineering projects
- (ii) power transmission, light, television, radio, communication, radar, navigation, observation towers or structures
- (iii) powerhouses, chemical plants, hydrocarbons and/or oil treatment plants or refineries
- (iv) silos
- (v) sports and/or entertainment complexes, showgrounds
- (vi) carparks, pavements, paved areas
- (vii) roads, motorways, freeways, causeways, underpasses, overpasses
- (viii) railways, tramways
- (ix) bridges, drains, dams, weirs, channels, waterworks, tunnels, pipetracks, water and sewerage works, conduits, shafts, pipelines
- (x) airport runways or taxiways, aerodromes.

Provided that nothing in sub-rule (B)(3) herein shall render eligible for membership any worker performing work in the state of Queensland."

44. The application was dismissed by a Full Bench of the Australian Industrial Relations Commission (**AIRC**) in *Australian Workers' Union; Construction, Forestry, Mining and Energy Union v Australian Mines and Metals Association (Inc)* - PR920670 [2002] AIRC 897.

45. What is relevant regarding the above proposed (unsuccessful) amendment is that:

- a. The proposed amendment was effectively a "cut and paste" of the AWU rule 5 listed above; and
- b. The rule change specifically "[p]rovided that nothing in sub-rule (B)(3) herein shall render eligible for membership any worker performing work in the state of Queensland".

46. Contrary to Mr Fuller's contention that "With the demise of the BLF and later the Amalgamations of trade unions into industry unions the new AWU and the CFMEU were declared as joint Principal Unions in Civil Construction – when given the opportunity to make such a declaration – the AIRC rejected the CFMEU's proposed rule change – maintaining the AWU's status as the principal civil construction union in Australia.

47. The AWU does not deny that it shares joint coverage of persons employed in occupations covered by the BWIU Rule and the FEDFA Rule. However, as set out above, there is limited number of persons employed in the civil construction industry in such occupations.

48. Therefore, in circumstances where the AWU eligibility rules cover “every bona fide worker employed in or in connection with the industries or callings of” the construction, repair maintenance or demolition of Civil and/or mechanical engineering projects, there is no dispute that the AWU is the principal construction union in Queensland and Australia.

Qld

In Qld the battle between the old BLF and AWU raged longer because that branch of the BLF was not deregistered.

For many years the large Civil contractors and the AWU had a shared interest, keep the BLF out of Civil.

With the amalgamations in place the CFMEU now included the old BLF. They took over the battle.

49. By reason of those matters addressed above, Mr Fuller’s contentions are erroneous and have no basis in fact.

AWU Out Manoeuvres the CFMEU

With the advent of Enterprise Bargaining and later the Building Code the AWU put into place a successful strategy of entering into Greenfields Agreements with Major contractors. The legislation around those Agreements allowed single unions to the Agreement and allowed them the advantage of recruiting the workforce, even beyond their rules coverage.

Thus to many it appears that the CFMEU does not have coverage in the Civil Sector.... Wrong

50. Whilst the success of the AWU protecting and improving the working conditions of its members in the civil construction industry speaks for itself, the FW Act provides that only a union that has the capacity to represent the industrial interests of the majority of employees on a project can enter into a greenfields agreement.

51. Relevantly, s 187 of the FW Act stipulates the following:

“(1) This section sets out additional requirements that must be met before the FWC approves an enterprise agreement under section 186.

...

Requirements relating to greenfields agreements

(5) If the agreement is a greenfields agreement, the FWC must be satisfied that:

(a) the relevant employee organisations that will be covered by the agreement are (taken as a group) entitled to represent the industrial interests of a majority of the employees who will be covered by the agreement, in relation to work to be performed under the agreement; and

(b) it is in the public interest to approve the agreement.” (emphasis added)

52. The effect of s 187(5) of the FW Act is that it is only the AWU who can, as a single union, be covered by civil construction greenfields agreement. This is because the AWU is the only union who is entitled to represent the industrial interests of a majority of the employees who will be covered by the agreement, in relation to work to be performed under the agreement.
53. Conversely, it would be highly improbable that the CFMMEU, by reason of its limited occupational eligibility in the civil construction industry, would ever be entitled to represent the industrial interests of a majority of the employees who will be covered by the agreement.
54. The FW Act does not allow any union “the advantage of recruiting the workforce, even beyond their rules coverage.”
55. Further to this – as a fact and by operation of the law – “every bona fide worker employed in or in connection with the industries or callings of” the construction, repair maintenance or demolition of Civil and/or mechanical engineering projects is eligible to be a member of the AWU. As such, there is, and never has been, an occasion where the AWU has enrolled members outside of its coverage in the civil construction industry in Queensland.

Industry Changes

With the growth of subcontracting in the Civil Sector and some significant projects underway in southern Queensland the CFMEU's membership numbers appear to have increased in the Civil Sector. I also assume that a number of workers previously employed on building projects have moved into the civil sector and maintained the CFMEU membership.

56. The FW Act and the FW(RO) Act does not simply allow a union to represent the industrial interests of an employee because that worker has previously been a member in another industry.
57. Further, as confirmed by a Full Bench of the Fair Work Commission (FWC) *CDJV Construction Pty Ltd v McCarthy* [2014] FWCFB 5726 (*‘McCarthy’*), the FW Act and FW(RO) does not allow for a worker to be represented by a union “*a person has simply chosen to represent them and/or which simply agrees to represent them.*”
58. In *McCarthy*, the relevant worker had joined the CFMEU in circumstances where that worker did not work in an occupation covered by the CFMEU eligibility rules.
59. The CFMEU sought to represent the Applicants who were employed as “Group B Truck Drivers” under the relevant industrial instrument.
60. In determining the CFMEU could not represent workers who were not covered by the CFMEU eligibility rules, the Full Bench said the following:

[36] There is authority on the issue of representation by organisations which we think is relevant to the phrase “an organisation ... that is representing the person” in s.596(4)(b)(i) of the FW Act, despite the authority having been given in another context.

[37] In *R v Dunlop Rubber Australia Limited and Others; Ex parte Federated Miscellaneous Workers' Union of Australia*, the High Court stated:

“It seems implicit in the principle, in the forms in which it has been stated and restated, that you cannot have a body, whether incorporated or not, standing in the place of the industrial group or class and formulating demands in its interest unless that body occupies such a place because it is constituted for the purpose and is recognised as presenting the group or class ...

... We are concerned with a principle developed by the Court for determining the scope within which a body recognised by the industrial law may represent a class or act in its supposed interest. A test which the industrial law approves or allows for determining who are eligible as members of an organised body registered under its provisions surely may in such circumstances be adopted as a sufficient criterion for ascertaining or defining the group or class in the place of which it stands for industrial purposes or which it ‘represents’.

The result of the foregoing is that it was not beyond the capacity of the organisation to formulate industrial claims in the interests of that group or class ascertainable by reference to the ‘conditions of eligibility’ prescribed by its rules and the claim of the prosecutor that the operation of any award made by the Commission should be limited to those engaged in or in connexion with the rubber industry must be rejected.”

[38] In *R v Clarkson; Ex parte Victorian Employers' Federation*,⁹ Menzies J stated:

“In the field of industrial relations, every consideration is in favour of simplicity as opposed to complexity and the simple rule adopted in the Dunlop Case—that an organization can represent the group belonging to it as members in accordance with its conditions of eligibility—is greatly to be preferred to some different rule that would always throw open to examination the capacity of an organization, a party to the dispute, to represent some of those who are its members according to its conditions of eligibility by reason of the particular description of the industry in or in connexion with it when it became registered. Industrial tribunals should be spared such subtleties and the Dunlop Case should be applied in its full scope.

It was suggested that so to decide would be to depart from *Reg. v. Watson; Ex parte Australian Workers' Union*. That is mistaken. The decision there

was that a union could not represent workers outside its conditions of eligibility, an entirely different matter. "[Footnote omitted]

[39] In *Clarkson*, Gibbs J stated:

"I regard it as established by *Reg. v Dunlop Rubber Australia Ltd.; Ex parte Federated Miscellaneous Workers' Union of Australia* that for the purposes of the Act an organization is entitled to represent a group or class comprising all those persons who are eligible to be its members even though that group or class extends beyond the industry in or in connexion with which the organization is registered. No reason has been advanced that would persuade me to depart from this decision, or to hedge round with qualifications the clear and simple principle for which it is authority."

[Footnotes omitted]

[40] In *R v Williams and Others; Ex parte The Australian Building and Construction Employees' and Builders Labourers' Federation*, the majority of the High Court stated:

"The eligibility provisions in the rules of a registered organization of employees serve the function of defining the general area or areas of industry or industrial pursuit from which members can legitimately be drawn and with which the organization can legitimately be concerned (see *Reg. v. Dunlop Rubber Australia Ltd.; Ex parte Federated Miscellaneous Workers' Union of Australia; Reg. v. Clarkson; Ex parte Victorian Employers Federation; Co-operative Bulk Handling Ltd. v. Waterside Workers' Federation of Australia*). Since such eligibility provisions constitute a reference point for courts, commissions, employers, employees and other organizations in determining or ascertaining an organization's proper coverage and field of operation, they must be construed objectively (see *Reg. v. Aird; Ex parte Australian Workers' Union; Reg. v. Cohen; Ex parte Motor Accidents Insurance Board*) ...

... As has been mentioned, eligibility provisions in the rules of a registered organization constitute a reference point for persons apart from those involved in any particular case. The scope of such provisions can be of importance to the Commission in considering and determining applications for alterations to the rules of both the organization involved and other organizations, in determining whether an industrial dispute exists and in the processes of conciliation and arbitration for the settlement of such disputes. Their scope is of importance to employers in determining the organization or organizations with which they should be concerned to deal and negotiate and to employees in determining which organization or organizations they are entitled to join." [Footnotes omitted]

61. The Full Bench went on to say:

[47] In our view, the phrase “an organisation ... that is representing the person” in s.596(4)(b)(i) of the FW Act does not include any registered organisation a person has simply chosen to represent them and/or which simply agrees to represent them, as suggested in the submissions filed on behalf of Mr and Mrs McCarthy. We have come to this view for the following reasons.

[48] Such an interpretation of the phrase would undermine the scheme of the FWRO Act. The FWRO Act’s criteria for registration of associations, its rule requirements and its representation order provisions are concerned with the specification of the persons an organisation is entitled to industrially represent. The interpretation of the phrase as suggested in the submissions filed on behalf of Mr and Mrs McCarthy would mean, for example, that a person would not need the permission of the FWC to be represented in their matter before the FWC by a lawyer, as required by s.596(1) of the FW Act, if their lawyer is an employee of any union which has simply agreed to represent them. They would not need the permission required by s.596(4)(b)(i) of the FW Act notwithstanding the existence of a FWC order pursuant to s.133(1)(c) of the FWRO Act that the union is not to have the right to represent under the FW Act the industrial interests of a particular class or group of employees, which includes the person, who are eligible for membership of the union.

[49] Further, such an interpretation of the phrase would also be inconsistent with the earlier referred to jurisprudence on representation by organisations.

[50] In addition, the Explanatory Memorandum in respect of now s.596 of the FW Act does not support such an interpretation of the phrase. The Explanatory Memorandum states that “individuals ... can be represented by ... a ... officer or employee of an organisation of which they are a member.” The rules of an organisation specify who can be members of the organisation. The Supplementary Explanatory Memorandum in respect of now s.596 of the FW Act refers to maintaining the position in s.100 of the WR Act. Section 100(2) of the WR Act stated that, subject to the WR Act and any other Act, a party to a proceeding before the then Australian Industrial Relations Commission (AIRC) could be represented only as provided by s.100. Sections 100(3) and (4) of the WR Act provided that a party may be represented by counsel, solicitor or agent if, amongst other things, the AIRC granted leave for the party to be so represented. Section 100(11) of the WR Act, relevantly, only entitled a party to be represented by a member, officer or employee of a registered organisation of which the party was a member.

[51] We recognise that other provisions of the FW Act specifically refer to an organisation having to be entitled to represent the industrial interests of a relevant person. For example, s.176(3) of the FW Act provides that an employee organisation or an official of an employee organisation “cannot be a bargaining representative of an employee unless the organisation is entitled to represent the industrial interests of the employee in relation to work that will be performed under the agreement.”

[52] However, we are unable to conclude the phrase “an organisation ... that is representing the person” in s.596(4)(b)(i) of the FW Act can be interpreted as suggested in the submissions filed on behalf of Mr and Mrs McCarthy, in the absence of a clear legislative intent to depart from the principles in the scheme of the FWRO Act and the jurisprudence on the issue of representation by organisations. Such legislative intent to depart would need to be discernible from express words. However, nothing in the language of s.596(4)(b)(i) provides any clear or unambiguous indication that the legislature intended that those principles were altered by the operation of that provision.

[53] There was insufficient material before the Commissioner to establish whether the CFMEU was “an organisation ... that is representing” Mr and Mrs McCarthy, within the properly construed meaning of that phrase in s.596(4)(b)(i) of the FW Act.”

62. By reason of those matters set out above, Mr Fuller’s assumption “that a number of workers previously employed on building projects have moved into the civil sector and maintained the CFMEU membership” has no relevance to that unions eligibility rules.
63. As can be seen in *McCarthy*, these are not matters for debate. There is no nuance regarding the principles that apply. A union’s capacity to represent a worker has been considered extensively by the High Court.
64. It is of serious concern to the AWU that a person in Mr Fuller’s position would ignore over a century of jurisprudence and express erroneous opinions on well settled principles that apply in the industrial relations system since the beginning of the twentieth century.

The Dilemma

The CFMEU is well within its rights to pursue its membership coverage and Agreements

It consistently obtains higher wages in it’s Agreements

It’s agreements are more rigid than existing Civil Agreements

The AWU appears to have solid working arrangements with contractors that suits both

The demise of the ABCC gives the CFMEU more freedom to pursue its interests

The other unions have felt aggrieved by the AWU and have joined forces with the CFMEU

65. Further to those matters set out above, it is of serious concern to the AWU that Mr Fuller as adopted a “hyper partisan” approach in relation to the CFMEU.

Just to Confuse even more

It is important to understand that we do not have a demarcation issue. Demarcations are about which trade or occupation actually undertakes the work, not which union represents the workforce.

The confusion comes from the days when the unions were trade based and the division of labour also meant the division of union membership.

There are very few genuine demarcation disputes in the modern era.

Legislators have enacted laws that provide for unions to be registered to cover certain workers. They have also created Freedom of Association laws that do not include a reference to what unions have rights to cover. Then to top it off a Union in agreement with an employer may establish an Enterprise Agreement that (under certain conditions) gives that union the right to represent workers, that its rules do not cover.

66. Mr Fuller's contentions above are confused because they are plainly wrong based on those matters set out above.

67. Mr Fuller's opinion that "*demarcations are about which trade or occupation actually undertakes the work, not which union represents the workforce*" is simply wrong.

68. The s 6 of the FW(RO) Act defines demarcation dispute in the following way:

"demarcation dispute" includes:

(a) a dispute arising between 2 or more organisations, or within an organisation, as to the rights, status or functions of members of the organisations or organisation in relation to the employment of those members; or

(b) a dispute arising between employers and employees, or between members of different organisations, as to the demarcation of functions of employees or classes of employees; or

(c) a dispute about the representation under this Act or the Fair Work Act of the industrial interests of employees by an organisation of employees.

69. It is of serious concern to the AWU that Mr Fuller would express opinions that are simply wrong, in circumstances where FW(RO) Act is readily available through Austlii or the Federal Register of Legislation.

70. Further, by reason of those matters set out above, Mr Fuller's contention regarding the application of "freedom of association" principles is also plainly wrong.

What does that mean for us

There are very few avenues open to us ,as third party, to pursue.

A demarcation provision in an EBA probably cannot require a worker to belong to a particular union, or not belong.

Whilst the government can require many things, of people that it contracts with, it is unlikely to be able to dictate by contract which union any worker should belong to.

In theory it is possible to facilitate negotiations between the unions for their own memorandum of understanding . However that requires the unions to be willing participants .

When ,and if ,they can be persuaded to create such a memorandum then a solution is possible.

71. Coverage clauses in Enterprise Agreements are not uncommon and were adopted in major construction agreements during the Bechtel's construction of LNG plants on Curtis Island.
72. However we have no confidence to engage with Mr Fuller by reason of the those opinions set out above.

Moving Forward

73. The purpose of this correspondence was to address the inaccuracies of Mr Fuller's email correspondence of 25 July 2023 and record the serious concerns the AWU has regarding the inaccurate information distributed by Mr Fuller.
74. In particular, given the inaccurate information contained in Mr Fuller's email correspondence, his obvious bias in favour of the CFMMEU; and his prejudicial opinions of the AWU, a strong inference can be drawn that any advice provided by Mr Fuller regarding the AWU's interests in relation to the Best Practice Industry Conditions (**BPIC**) would necessarily be infected with bias against the AWU.
75. Such bias has the real potential to undermine the fairness and transparency of any decisions made by Ministers and senior departmental officers in reliance of Mr Fuller's advice as they relate to the legitimate and lawful interests of the AWU as a registered organisation pursuant to the FW(RO) Act.
76. Further, we require that your department will take immediate steps to ensure that all administrative and Ministerial decision making regarding the interests of the AWU and BPIC are made in a way that is impartial and compliant with the *Public Sector Ethics Act 1994* and, inter alia, the "Public sector principles" set out in ss 39(2)(b) and (c) of the *Public Sector Act 2022*, namely:
" ...
(b) ensuring accountability, integrity and support of the public interest;

(c) ensuring independence, transparency and impartiality in giving advice and making decisions;
..."

The AWU stands ready to support the Palaszczuk Labor Government's civil infrastructure projects to deliver benefits for Queensland communities.

If you require any further information in relation to this matter please contact Stacey Schinnerl, Branch Secretary on 3221 8844.

Yours sincerely,



STACEY SCHINNERL
BRANCH SECRETARY
THE AUSTRALIAN WORKERS' UNION (QUEENSLAND BRANCH)

cc.

The Hon Anastacia Palaszczuk (Premier of Queensland and Minister for the Olympic and Paralympic Games)

The Hon Steven Miles (Deputy Premier and Minister for State Development, Infrastructure, Local Government and Planning and Minister Assisting the Premier on Olympic and Paralympic Games Infrastructure)

The Hon Cameron Dick (Treasurer and Minister for Trade and Investment)

The Hon Grace Grace (Minister for Education, Minister for Industrial Relations and Minister for Racing)

The Hon Mark Bailey (Minister for Transport and Main Roads and Minister for Digital Services)

The Hon Glenn Butcher (Minister for Regional Development and Manufacturing and Minister for Water)

Assistant Minister Bart Mellish (Assistant Minister to the Premier for Veterans' Affairs and the Public Sector)

Ms Rachel Hunter (Director-General, Department of Premier and Cabinet)

Mr Michael Kaiser (Director-General, Department of State Development, Infrastructure, Local Government and Planning)

Mr Paul Martyn (Director-General, Department of Energy and Public Works)

Mr David Mackie (Public Service Commissioner)

Mr Peter McKay (Deputy Director-General, Office of Industrial Relations)

Ms Maryanne Kelly (Acting Under-Treasurer)

Ms Linda Dobe (Acting Director-General, Department of Regional Development and Manufacturing and Water)

Ms Sally Stannard (Acting Director-General, Department of Transport and Main Roads)

Ms Sharon Bailey (Deputy Director-General and Chief Advisor, Procurement)

Ms Bernadette Zerba (Deputy Director-General, Regional Economic Development)

Mr Trevor Dann (Department of Regional Development, Manufacturing and Water)

Ms Tamerlan Van Alphen (Deputy Chief of Staff, Office of the Premier)

Mr Ryan Murphy (Consultant, OnelRC)

Department of Transport and Main Roads
Decision Brief
MBN27381

To: Minister for Transport and Main Roads

SUBJECT: Centenary Bridge Upgrade additional funding required - union disruptions and cost escalation	URGENT Decision requested by 14 February 2025 due to court hearing set for 17 February 2025
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Summary

- Persistent activity by the Construction, Forestry and Maritime Employees Union (CFMEU) at the site of the Centenary Bridge Upgrade since February 2024 has adversely impacted the construction schedule, causing a series of interruptions to the planned workflow.
- To handle the unauthorised presence and activities of the union, the construction contractor for the Centenary Bridge Upgrade has found it necessary to hire extra staff to manage unauthorised union activity.
- These industrial relations incidents have led to significant delays, with the contractor claiming around 70 days of delay and disruptions to date, incurring approximately \$7 million in added expenses.
- In meetings the contractor had with the previous government (about the alleged lawless behaviour of the unions and the impact it was having on all staff and project progress), the contractor was encouraged to take the legal channels available to it. The focused union activity on site was unprecedented and included personal physical and project-related threats aimed at delaying the project and creating leverage. To reduce the union leverage and stop it from having a landmark 'win' and precedent, the Department of Transport and Main Roads (TMR) expressed leniency regarding project progress in the contract.
- The risks arising from this activity necessitated the hire of security and industrial relations personnel, as well as the installation of CCTV cameras to manage the hazard, which has incurred a further \$9 million of additional costs to date. TMR has indicated it would share costs with the contractor as the security measures protect TMR staff (against the violent and bullying behaviour of some union representatives as well as contractor staff).
- Critical steel deliveries were impacted.
- It is hoped disruptions will not persist at the current rate, but the projected total additional cost due to delays and necessary security measures is anticipated to reach about \$22 million by project completion. This figure may increase if the on-site disturbances intensify over the project's remaining duration.
- As things stand, the project is now expected to conclude towards the end of 2027.
- Complicating matters, the ongoing increases in supply chain prices have resulted in elevated costs for materials and equipment, prompting an additional claim of around \$12 million.
- Further, TMR is facing an unanticipated claim of \$5 million for a settlement concerning a perceived loss of business stemming from a land resumption that was finalised in 2019.

Endorsed by: A/GM Andrew Wheeler A/General Manager (Program Delivery and Operations)	Endorsed by: GM Tony Philp General Manager (Portfolio Investment)	Endorsed by DDG Julie Mitchell Deputy Director-General (Infrastructure Management and Delivery)	Endorsed by DG Sally Stannard Director-General
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Tel: [REDACTED]
 Date: 3 February 2025

Tel: [REDACTED]
 Date: 11 November 2024

483

Tel: [REDACTED]
 Date: 6 February 2025

Tel: [REDACTED]
 Date: 6 January 2025

FEB

- At this stage, the forecast for the total extra funding required for the project is estimated to be around \$55 million.

Recommendations

- That you approve an additional \$55 million in funding to the Centenary Bridge Upgrade project.

Background

Industrial relations

- In December 2022, the principal contract for the \$298.5 million Centenary Bridge Upgrade Project was secured by Georgiou BMD Joint Venture, with the commencement of construction in April 2023.
- From February 2024, the project has been under close attention from the CFMEU, raising concerns regarding overall workplace safety and the procurement of imported steel for temporary structures.
- The union's actions have particularly disrupted material deliveries of steel, causing interruptions to the scheduled construction processes. In response, the contractor has fenced the entire project and employed two industrial relations experts to handle the situation and deployed 40-60 security guards to restrict unauthorised site access. Fencing was already included in the site establishment cost and has not been claimed as an additional cost.
- This close union attention and focus on this project and the associated impacts could not have been reasonably foreseen by the contractor at the time of tendering.
- Following these incidents, the CFMEU and several of its members were subjected to a court injunction (QUD245/2024) by the Federal Court of Australia, prohibiting unauthorised access or blockades at the project site entrances with threat of personal fines. Through the contractor pursuing this, a new precedent and pathway was established that was favourable to all TMR projects. A subsequent court hearing is currently set for 17 February 2025.
- Post-injunction, union presence at the site has diminished but continues at a rate of once or twice a week. The contractor continually adapts security measures based on daily work priorities and potential risks. While union numbers appear diminished, disruptions and delays remain a risk, especially if the contractor removes its security measures. The future impact is likely dependent on the decision made at the court hearing on 17 February 2025.
- The injunction on the union was the avenue the contractor elected to go with in order to address the ongoing disruptions by unions. TMR has asked the contractor about seeking compensation from the union for delays and disruptions caused by industrial relations activities. However, the decision for the contractor to pursue further legal action to recover costs from the union is at the contractor's discretion. TMR will continue to push this line, however it would be difficult for the contractor to provide proof of the level of interference CFMEU has had on the supply chain.
- Under the contract, the contractor is responsible for managing industrial matters on site. However, the industrial matters that have occurred on site are well above the ordinary circumstances the contractor would have expected at the time of tendering and are considered to be beyond reasonable control of the contractor. As such, the contractor has claimed delays and disruptions under the contract provisions.

Claim for delay and disruptions

- The industrial relations incidents have led to significant delays, with the contractor claiming around 70 days of delay and disruptions to date, incurring approximately \$7 million in additional expenses. These additional expenses are consequently due to delay and disruption costs associated with work activities that have been directly and indirectly impacted by the industrial relations incidents.

- Additionally, the project has incurred about a further \$9 million to manage the psychosocial hazards that have arisen. To comply with the code of practice for managing psychosocial hazards at work under section 274 of the *Work Health and Safety Act 2011*, engagement of 40-60 security personnel and two industrial relations officers, as well as installation of about 20 CCTV cameras was considered necessary from May to July 2024. The number of security personnel has since decreased, but their presence is still deemed necessary, especially when it is evident that gatherings of union representatives are often sighted in close proximity of the site.
- The independent contract administrator (CA) appointed by TMR assessed the claim and deemed approximately 60 of these days are acceptable to claim. The contractor has since referred the CA's assessment to a third party to explore potential avenues for claiming the full 70 days of delay and disruptions that were originally claimed.
- The construction contract is administered under TMR's Transport Infrastructure Contract – Construct Only. Under the provisions in the 'Extension of Time for Practical Completion' clause in the contract, the contractor is entitled to claim delays for the industrial matters occurring on or before practical completion which are beyond the reasonable control of the contractor.

Supply chain issues

- Material and machinery costs have increased by almost \$12 million due to global supply chain pressures. The contractor has submitted claims for additional costs due to significant escalations for various construction components which includes:
 - increase for gantry products by 57 per cent
 - increase for precast pilecap shell manufacture and installation by 177 per cent
 - increase for sewer products by 33 per cent
 - escalation for quarry products by 23 per cent
 - increase for foam bitumen supply and installation by 22 per cent
 - spike in steel prices for the bridge rehabilitation by 20 per cent.

Unanticipated loss of business claim

- The unanticipated claim of about \$5 million for a settlement concerning a business loss is in relation to the land where the current site office and the onsite precast yard is located (**Attachment 1**).
- During the planning phase of Centenary Bridge Upgrade project, TMR concluded the new northbound bridge needs to be built on the west side of the existing bridge, thus necessitating the acquisitions properties in the area, one of which is the vacant parcel of land on the south-western bank which historically was utilised for tennis courts and storage. It was also concluded that full acquisition of this parcel of land would enable the bridge upgrade works to proceed.
- TMR commenced resumption negotiations in July 2018 and issued a Notice of Intention to Resume in October 2018. Acquisition of the land and its interest occurred in 2019, and it was gazetted on 12 July 2019. From that point on, any interest in the land was converted to the right to claim for compensation under the *Acquisition of Land Act 1967*. Settlement on the real estate component as well as the owner's claim for compensation was finalised at the time.
- However, as the owner had a lease agreement with another party (Kamgor Pty Ltd), the land had other interests. Kamgor Pty Ltd had an Agreement for Lease (AFL) in place that would convert to a lease once construction was completed on the development. The intended lease was for a purpose-built, multi-brand car servicing centre.
- Due to this AFL, the claim of about \$5 million for compensation for loss of business was submitted in early 2024.

- TMR's property division is currently assessing this claim. The claim itself contains complexities that require more rigorous assessment than usual. Furthermore, the market value on AFLs have not really been tested in the courts to determine a precedent on how they should be assessed.

Project scope and cost saving investigations

- A TMR review to identify cost-saving opportunities within the project scope included deliberation over the potential removal of the rehabilitation of the southbound bridge from the project. It was concluded:
 - the reconstruction of the southbound bridge is considered necessary
 - omitting this component at this point will not result in financial benefits, and the work will still need completion, estimated to be at a higher cost.
- Given the absence of cost savings, the proposal to descope this part of the project is not considered feasible.

Key Issues

- Union activities by the CFMEU have:
 - notably hindered the delivery of materials to the construction site, leading to
 - a sequence of interruptions within the overall construction program, and
 - reluctance for steel subcontractors to be involved in the project, reducing competition and increasing costs
 - prompted the main contractor to submit claims for the additional costs incurred due to the delays.
- Furthermore, the global market's supply chain demand and surge in costs following COVID-19 pandemic have substantially increased market prices for materials and machinery beyond initial projections.

Financial Implications

- The *Queensland Transport and Roads Investment Program 2024–25 to 2027–28* allocates \$298.5 million, including contributions from both the Australian (\$139.25 million) and Queensland governments, to expand and enhance the Centenary Bridge.
- Industrial actions have led to 70 days of delays and disruptions and approximately \$16 million in additional costs being incurred. This includes direct/indirect costs caused by the industrial actions (\$7 million), as well as engagement of site security (security personnel and two industrial relations consultants daily) and the installation of about 20 CCTV cameras for maintaining psychosocial safety under the *Work Health and Safety Act 2011* (\$9 million).
- The ongoing cost for managing safety and psychosocial hazards is anticipated to cost \$22 million, assuming the reduced security team is maintained until project completion towards the end of 2027.
- Material and machinery costs have increased by almost \$12 million due to global supply chain pressures. The contractor's claims include significant cost increases for various construction components, as itemised above.
- As detailed above, TMR is also facing an unanticipated claim of \$5 million for a settlement concerning a perceived loss of business.
- In summary, the project anticipates \$55 million in additional costs.

Consideration of the *Human Rights Act 2019* (HR Act)

- The HR Act was considered when making the recommendations outlined in this brief, and there are no impacts to human rights.

Consultation with Stakeholders

- The construction contractor is engaging with CFMEU to resolve issues and has engaged additional industrial relations resources to manage engagement with CFMEU representatives.

Employment

- This \$298.5 million project is estimated to support an average of 240 direct jobs over the life of the project.

Media

- There has been an increase in media coverage in recent months around disruptions to major projects, including the Centenary Bridge, as a result of CFMEU activities.
- It is expected there will be an increase in media interest around the cost and delay impacts to the project.

Summary of Actions

- That you approve an additional \$55 million in funding to the Centenary Bridge Upgrade project.

Minister's comments:

1. Additional funding approved.
2. Why did this brief take 2 months to progress through DDG / DG stage?

Approved / Not Approved

Minister's signature

Date ..20.. / ..2.. / ..25..

2. - DG endorsed on 6 Feb, recorded incorrectly on brief.