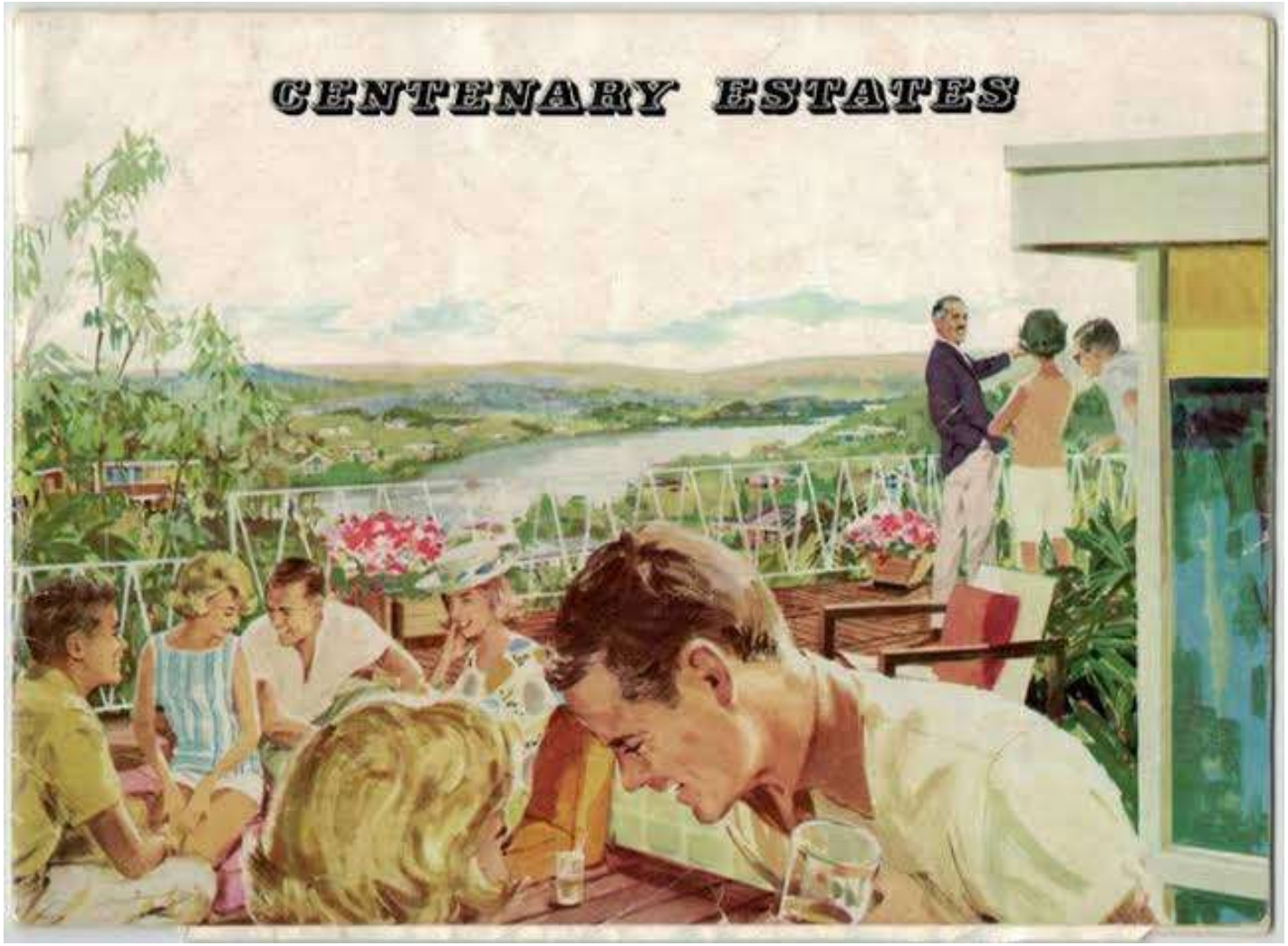
Commission of Inquiry into the CFMEU and Misconduct in the Construction Industry

BPIC and Transport Projects – Bundle 4


CENTENARY ESTATES


To Toowong
Kenmore
Fig Tree Pocket
N
Existing bridge rehabilitated into three lanes southbound, with a shared path for active transport
New three-lane northbound bridge
Amazons Park
Active transport facilities
Jindalee



Queensland Government

The Queensland Cabinet and Ministerial Directory

Tenders sought for second Centenary Bridge

Published Tuesday, 19 March, 2019 at 02:35 PM

JOINT STATEMENT

Premier and Minister for Trade
The Honourable Annastacia Palaszczuk

Minister for Transport and Main Roads
The Honourable Mark Bailey

Tenders have been called for the detailed design for a new Centenary Bridge at Jindalee.

Queensland Premier and Member for Inala Annastacia Palaszczuk said the detailed design was a key part of the government's $20 million allocation to fast track a business case and technical investigations for a new river crossing on the Centenary Motorway.

"Ultimately, this is about improving traffic flow and easing congestion on the Centenary Motorway so motorists can get home sooner," Ms Palaszczuk said.

"It's also about supporting jobs for Queenslanders through building the infrastructure we need.

"The Centenary Bridge carries more than 85,000 cars a day and current traffic modelling indicates 152,000 vehicles will want to cross that bridge daily by 2036.

"We honoured our $4 million election commitment to deliver a business case for a second Centenary Bridge at Jindalee, and added $16 million to fast-track the design in our 2017/18 Budget.

"That planning will enable future bridge widening and additional road capacity southbound."

Transport and Main Roads Minister Mark Bailey the tender will include design for a new three-lane northbound bridge, including geotechnical and environmental investigations, and service relocations.

"This is a project that will bust congestion and improve traffic flow on this critical stretch of road," Mr Bailey said.

"The detailed design tender is expected to be awarded in the coming weeks and is another important step in the planning process for improvements to the Centenary Motorway.

"Detailed design is expected to start mid-year and take about 12 months."

Member for Mt Ommaney Jess Pugh said progress was being made on key upgrades planned for the area.

"Residents who travel on the Centenary Motorway know how congested it can get near the bridge and further south at the Sumners Road interchange," Ms Pugh said.

"We are hoping to award the tender for construction of the Sumners Road interchange soon, and I'm pleased to see we are making progress on the design and planning for this major project, as well.

"These projects will make a real difference for people who travel through western Brisbane because it will ultimately mean less time spent in the car, and more time spent doing what they enjoy."

Opportunities for community feedback on the design for a new Centenary Bridge are planned for later this year.

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Queensland Government

The Queensland Cabinet and Ministerial Directory

Centenary Bridge funding deal done

Published Monday, 05 October, 2020 at 03:37 PM

JOINT STATEMENT

Premier and Minister for Trade
The Honourable Annastacia Palaszczuk

Minister for Transport and Main Roads
The Honourable Mark Bailey

Funding is locked in to build a second Centenary Bridge at Jindalee.

The Palaszczuk Government will commit $112 million for construction, supported by $112 million from the Federal Government expected to be confirmed in tomorrow's Federal Budget.

Premier Annastacia Palaszczuk said her government was backing Queenslanders and jobs with a record investment in road, rail, public transport and port projects.

"COVID-19 has brought construction sites to a halt across the world, but work hasn't stopped in Queensland because of our strong response to managing the health crisis," the Premier said

"Since last November, my government has announced more than $4.8 billion in new and accelerated joint funding for roads and transport projects to get people into jobs quickly.

"It's part of the plan for Queensland's economic recovery that we're already delivering.

"We have done the work to get the new Centenary Bridge project ready to build and we'll start work on it next year, supporting hundreds more jobs.

"Our infrastructure guarantee is backing Queensland jobs and driving demand for tradies across the state at a time when they're needed most."

Transport and Main Roads Minister Mark Bailey said work would start on the new bridge in 2021.

"The Palaszczuk Government kickstarted this project with $20 million to do the business case and detailed design," Mr Bailey said.

"That work is done, so, once the Federal funding flows, we'll be ready to go out to market and get crews on site as quickly as possible to start building.

"We're on track to finish the $400 million Ipswich Motorway upgrade and the $80 million Sumners Road interchange projects late next year too, so these projects will ease congestion to get people home sooner.

"These are projects the LNP have typically mis-managed.

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"The LNP cut the Sumners Road upgrade from the budget when Deb Frecklington was Campbell Newman's Assistant Minister."

Member for Mount Ommaney Jess Pugh said adding capacity at the Jindalee river crossing was a huge win for her community.

"Getting the Sumners Road upgrade started was a major priority for my community and building a new Centenary Bridge is the next one," Ms Pugh said.

"We lost momentum on local upgrades after Sumners Road was cut by the LNP, so I was determined to make sure we didn't lose any more time with the Centenary upgrade.

"I've fought hard to make it a priority so it could receive the funding it needed to become a reality.

"Today's announcement means the wait is over and we can start work next year.

"This is another example of the Palaszczuk Government delivering on its promise to deliver projects our community needs."

The Centenary Bridge upgrade includes:
• a new, three-lane, northbound bridge built to the west of the existing bridge
• reconfiguration of the existing bridge to provide three southbound lanes
• improved active transport for pedestrians and bike riders.

The $224 million construction budget will be split 50/50 by the State and Federal Governments, with a further $20 million already provided by the State Government for planning and design.

ENDS

Media contact: Toby Walker – [redacted]

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Queensland Government

Minister for Transport and Main Roads

Our ref: MC117945

1 0 DEC 2020

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Website www.tmr.qld.gov.au

The Honourable Michael McCormack MP
Deputy Prime Minister and
Minister for Infrastructure
Transport and Regional Development
[redacted]

Dear Deputy Prime Minister Michael,

Thank you for your letter of 6 October 2020 advising the outcomes of the Australian Government's 2020–21 Federal Budget in relation to infrastructure for Queensland. As you noted, the Queensland Government was in caretaker at the time, and therefore, my delayed response.

I also refer to:

- updated National Partnership Agreement (NPA) – Queensland Schedule
- additional priority investments and other outstanding issues
- federal funding commitments seeking state matching
- Road Safety Program
- infrastructure procurement.

Updated National Partnership Agreement – Queensland Schedule

As requested, I agree that the projects on the updated NPA Schedule will be administered under the terms and conditions within the NPA and associated Notes on Administration, without prejudice to the concerns raised previously in correspondence in respect of the Brisbane Metro Project.

Additional priority investments and other outstanding issues

To recap on my letter of 22 October 2020, the Queensland Government is seeking the following to match recent state funding commitments for priority investments in Queensland, an additional:

- $400 million in federal funding towards a $500 million additional funding boost for the Bruce Highway, for investment in priority sections between Gladstone and Rockhampton and Mackay and Proserpine
- $800 million in federal funding towards a $1 billion long-term program of work on the Inland Freight Route (a 'second Bruce')
- $10 million in federal funding towards a $20 million commitment to continue to improve safety and capacity on Caboolture–Bribie Island Road.

I also seek confirmation of the Australian Government's $7 million contribution to the Nicklin Way/Third Avenue project.

Further, I seek your response to:

- My letter of 1 July 2020 (reference MC114753), regarding the $400 million federal funding injection to the National Land Transport Network (existing M1 Pacific Motorway projects). This funding relates to our Inland Rail-related funding agreement of November 2019, so it is disappointing that you have not responded to my letter and that the funding has not been released to Queensland.
- My letter of 24 July 2020 (reference MC113353) regarding the North Brisbane–Bruce Highway Western Alternative and Brisbane North-West Transport Corridor planning commitments. I seek your agreement to the direction outlined in that letter, including the proposed program approach detailed.

Federal funding commitments seeking state matching

While the recent 2020–21 State Budget and published *Queensland Transport and Roads Investment Program (QTRIP) 2020–21 to 2023–24* formally resolve a number of previously unresolved matching issues (such as the Pacific Motorway – Daisy Hill to Logan Motorway, Beenleigh station park 'n' ride facility and so on). I acknowledge there remains some federal funding commitments that are not yet matched by the Queensland Government. These include:

- **Gladstone Port Access – Stage 2** – The Queensland Government awaits the outcome of a business case before it will consider its position regarding funding for this project
- **Mount Isa to Rockhampton Corridor Upgrade** (ROSI) – The Queensland Government will consider its funding position in future state budgets.
- **Loganlea station park 'n' ride facility** – Noting our joint commitment to the relocation of Loganlea station, I request that this federal funding remains allocated to the project until the planning is complete to inform the likely scope and cost of the park 'n' ride component.

Should officers from your department wish to discuss Queensland's position regarding any of the above items further, officers from the Department of Transport and Main Roads (TMR) are available to provide further context. Furthermore, I seek your agreement for our respective officers to discuss the following items, noting that the Queensland Government remains uncertain about the Australian Government's position about:

- Burnett Highway – Gayndah Mount Perry Road–Wetheron Road Intersection Upgrade
- Emu Swamp Dam supporting infrastructure, Stanthorpe
- New England Highway Upgrade, Cabarlah
- Rosedale Road–Winfield Road Intersection Upgrade, Watalgan
- Quay Street Upgrade, Bundaberg.

Road Safety Program

I welcome the Australian Government's additional investment through its $2 billion Road Safety Program. I am pleased to confirm TMR has already submitted a Project Proposal Report for Tranche 1 of the program, proposed for delivery from 1 January 2021 to 30 June 2021.

It should be noted that mobilising an infrastructure program of this size in such a short period of time is a challenge, but TMR is doing all that is possible to respond to deliver within the required timeframes.

I do, however, suggest that better collaboration between our agencies in advance of such announcements would help ensure that appropriate planning can inform realistic delivery timeframes and a pragmatic approach to assessing delivery progress in the future for this program, particularly given potential weather impacts in a state like Queensland.

Infrastructure procurement

I want to extend my appreciation for your ongoing support toward Queensland's transport infrastructure program and the positive effect this will provide for our economy as we unite and recover from COVID-19.

The additional stimulus funding will enable planned projects to move forward quickly into delivery phase, in turn, creating and sustaining jobs, building a skilled workforce and increasing spend on goods and services from local businesses.

The Queensland Government has a proud history of delivery, partnering with industry to successfully deliver the program through various economic and environmental conditions. This commitment to delivery and industry partnership is a key platform as we look to leverage this success and maturity to facilitate better performance in construction and produce mutually beneficial outcomes for government, industry and the community.

This is a significant program of works for all of us to deliver, and there is an immediate need for more skilled workers. Right now, there is a window of opportunity to introduce improvements and changes in the way we procure and deliver transport projects to address the challenges being experienced in our industry and ensure we do not reach a 'point of failure' before acting.

The industry has welcomed the increased investment in infrastructure projects and is ready to respond. However, reports highlight risks with the capability and capacity of the sector to meet the increased activity nationally. This can lead to undue workforce pressure as the industry rises to meet the increased demand with the available skilled resources. In addition, calls for more innovative practices, including collaborative procurement and contracting models, have been identified as some of the necessary actions to lift the performance of the sector.

I wrote to you on 29 May 2020 and proposed that we agree to a new set of procurement and contracting arrangements, which include performance based key result areas (KRAs) that guide how principal contractors deliver projects with the aim of supporting safe, secure employment and high quality jobs, as well as reducing delays from substandard contractor performance and avoidable safety incidents.

During this time, TMR has developed a better performance in construction implementation plan, which includes a new collaborative model for procurement and delivery between industry and government, the implementation of KRAs and strengthened assurance and performance to ensure contractors meet the standards and outcomes expected.

The plan is supported by several activities that are modelled to deliver against the above points consecutively and initiate a step-change for Queensland transport infrastructure.

A key objective is to use the Queensland Transport Program to enable the future workforce through targets for apprentices and trainees, upskill the current workforce, reframe the culture of the industry to attract and retain more talent, ensure the safety conditions of workers on government projects and support regional uplift through local employment benefits.

I note you have previously raised an interest in ensuring that local employment benefits similar to those achieved during construction of the Toowoomba Bypass with over 80 per cent invested in local businesses, within the greater Toowoomba and Lockyer Valley Region, the project supported local suppliers and provided local employment through our joint investments, and this proposed framework would do that.

The KRA framework builds on successful implementation of KRAs on both stages of the Cape York Region Package, which incentivised the contractors to achieve higher levels of performance to deliver increased Indigenous and non-Indigenous training and upskilling, economic opportunities under an Indigenous Economic Opportunities Plan and local industry participation. The KRAs facilitated unprecedented local access to employment opportunities, training and business development in civil construction and cultural heritage.

Involving local people on our jointly funded projects is important. The recently completed Mackay Ring Road which started in July 2017, inducted more than 1800 people onto site throughout the project, with over 80 per cent of inductees residing in the Mackay area.

As this is a step-change for the industry, I propose a staged approach to implementation. Commencing with full implementation on the Centenary Bridge project, TMR will apply the KRAs supported with clear performance standards and backed up by active contractor monitoring and assurance.

I would welcome an opportunity to discuss the approach and implementation plan with you and your officers.

I look forward to our continued partnership in funding and delivering transport and roads infrastructure in Queensland, including delivering the accelerated transport infrastructure program at a time when such investment can be beneficial in supporting jobs, particularly in the regions.

Yours sincerely

[redacted]

MARK BAILEY MP
Minister for Transport and Main Roads

Sent: Fri 08/01/2021 9:07:22 AM (UTC+10:00)
To: andrew.[redacted]
Subject: RE: Follow up to Meeting with Minister

Hi Andrew

Same to you and hope you had a nice Christmas and got some golf in.

Thanks for sending the email through and happy to provide as much light as I can. At the moment it is our understanding that the Centenary Highway Bridge Upgrade will include the KRAs (including the Transport BPIC) as part of the procurement process. This will be a trial implementation of the process with learnings to inform future projects.

We are currently organising sessions in February to work through the KRAs and their application in the procurement process and it is important that this is done together. As you know, we are strongly committed to involving industry for this project and other projects. We will be looking to provide an update on this at the first Taskforce meeting which we are hoping will be in the last week of January. I'd also like to meet with you, Damien, Priscilla and Kristy prior to the taskforce meeting to give you an update following our last meeting.

I noticed in your email to Amanda that the document requires a re-work and that it will have significant time, cost and operational impacts. It would be good if we could understand those concerns in further detail. Perhaps we could make a time to discuss?

Our intention to partner with industry on this step change process for our sector is genuine and unchanged. I'm committed to our collaboration and for me that starts with actions and behaviours and an understanding that there will be a lot of stuff that is 'on the table' but there will be other stuff which is not. I'm optimistic that together we will develop and provide outcomes of mutual benefit to deliver the QTRIP.

Deanne Hawkswood
General Manager | Strategic Procurement
Finance and Procurement Branch | Corporate Division | Department of Transport and Main Roads
[redacted]
www.tmr.qld.gov.au

From: andrew.chapman[redacted]
Sent: Wednesday, 6 January 2021 4:15 PM
To: Deanne M Hawkswood[redacted]
Subject: FW: Follow up to Meeting with Minister

Dee;

Happy new year to you.

After the session with the minister on the 22/12 I sent this follow up email to Amanda. I understand that she is on leave at the moment.

Can you shed any light though after our meeting whether you are still thinking that Centenary Highway would be the first application of the BPIC? We strongly recommend against this. The document as it stands at the moment needs serious re work and we would suggest using the "collaborative procurement and delivery model taskforce" meetings to develop the principals that are achievable and effective, might be a very good approach; and we would be supportive of this.

I look forward to working with you this year on this and other matters to achieve something that is workable and effective and benefits all parties.

Regards





Andrew Chapman
CEO
[redacted]
www.qmca.com.au

From: andrew.chapman[redacted]
Sent: Thursday, 24 December 2020 11:31 AM
To: 'Amanda Yeates'[redacted]
Cc: 'John Kirkwood'[redacted]
Subject: Follow up to Meeting with Minister

Dear Amanda,
Thank you for the opportunity to meet with Minister Bailey and to enable a discussion on the current program and industry issues, including QMCA's views of the proposed BPIC document, that you have indicated would form part of the KRA's as part of the collaborative contracting approach.
As I noted to the Minister, the Industry has significant concerns with the form of the current proposal. We are disappointed to hear that it is proposed to be used on the forthcoming Centenary Bridge and highway upgrade project; that is scheduled to come to market in Q1 2021. As the industry has only just seen a version of this document in the last couple of days. Given it has significantly different provisions to those contained in standard industry agreements- which will have significant time, cost and operational impacts on future projects; we ask that appropriate time and consultation be undertaken with industry before this is even considered for deployment.
It is apparent that this document has been prepared with significant Union involvement and to date no industry involvement whatsoever. This in itself is very disappointing given the commitments made by this government, and TMR to open consultation and development of policies with industry. The document in its current form is completely unworkable and impractical in terms of the significant impacts on construction and engineering businesses in their ability to work efficiently and effectively,

especially in relation to organisations ability to engage and negotiate with their own staff.
The QMCA's position, along with our industry partners (CCF, IAQ) is that this document needs significant alteration. We are open and willing to work with TMR when our members return in early January to workshop an equitable solution and approach that helps meets the overall policy objectives of the government but is workable and sensible in its impact on industry and operations- whilst delivering value for money for the state's investment.

It is recommended that Centenary Bridge is not the pilot project for this and that it proceeds normally. We will also reinforce this with the Minister as a follow up to our discussion.

Regards





Andrew Chapman
CEO
[redacted]
www.qmca.com.au

From: Dean A Misso[redacted]

Sent: Wed 05/05/2021 2:46:45 PM (UTC+10:00)

To: Gartrell, Scott[redacted]

Cc: Deanne M Hawkswood[redacted] Joel Eakin[redacted] Spiccia, Nina[redacted] Spence, Ryan[redacted]

Subject: RE: Actions from BPIC+ discussion

Hi Scott,

You have captured everything. I have also noted:

ETU position (with a $700M+ category included):

- $300-$700M: ETU contracting document
- $700M+: CRR agreement (BTG – unsigned)

CFMEU position (with a $700+ category included):

- $300-$700M: CRR agreement (noting that some $$ in the conditions would need to be less)
- $700M+: CRR agreement (BTG – unsigned)
- Site allowance for both thresholds - will come back to us on its position as to $$

Plumbers position

- Silent on agreement for $300M+ thresholds
- Income protection on $100-$300M

AWU position (from previous discussions between Mark/Dee)

- Any project over $300M is the CRR agreement (signed)

Thanks,
Dean

Dean Misso
Executive Director (Office of the Deputy Director-General)
Infrastructure Management and Delivery Division
Department of Transport and Main Roads

[redacted]
www.tmr.qld.gov.au



Crossing at traffic lights? Don't touch the button, elbow bump it instead!

From: Gartrell, Scott [redacted]
Sent: Wednesday, 5 May 2021 2:27 PM
To: Dean A Misso [redacted]
Cc: Deanne M Hawkswood [redacted]; Joel Eakin [redacted] Spiccia, Nina [redacted] Spence, Ryan [redacted]
Subject: Actions from BPIC+ discussion

Hi Dean
I've just got off the phone from talking with Ryan about our drafting challenges.
BPIC+
Changes to the existing draft to include:

- Use the Centenary Bridge document as the format
- A new second page outlining 'how to read this document'
- Changes to Part B
  - Delete reference to >$700m and make the whole part relevant to projects with a value in the range $300m-$700m
  - Include annual increases for the base trade rate of 3%/annum over four years
  - Include provision for annual increases for clauses 2-5 but insert a value of $XX for the three out years
  - Include BERT in the training contributions clause
  - Add in a new clause 6 – Income Protection Insurance
- Check the ETU Contracting Framework for any allowances not included
- Check the Draft BTG CRR Agreement for allowances not included
- Include from the Draft BTG CRR Agreement the Statements of Principle at the beginning of relevant clauses
- Include Mobile Crane Operator and Piling Rig Operator classifications in the CFMEU classification structure
- Note need to include Signalling classifications in the ETU Classification structure.

GCLR

- Finalise costing based on a 56 hour week for two scenarios
  - BPIC Conditions plus $52 base trade rate
  - BTG CRR conditions plus $52 base trade rate
- Use the Centenary Bridge document as the format, with a classification structure based on a $52 base trade rate.

We also agreed to a presentation outlining:

- The TMR approach to Pre-qualification
- Details of the KRA framework, to give context to the BPICs

- TMR approach to ensuring compliance with the BPICs both during the procurement process and during delivery
- Approach to application to subbies

And we agreed to circulate a word version of the current BPICs. Let me know if I've forgotten anything.

Kind regards

Scott Gartrell
Executive Director
Management Consulting

KPMG
International Tower 3,
300 Barangaroo Avenue
Sydney NSW 2000 Australia

[redacted]

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Industry Briefing: Centenary Bridge Upgrade Project

13 May 2021

Presented by
Amanda Yeates, Deputy Director-General (InfrastructureManagement and Delivery)
Patrick Dennehy, Regional Director (Metropolitan)
Deanne Hawkswood, General Manager (Strategic Procurement)
Department of Transport and Main Roads (TMR)

Australian Government

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About us



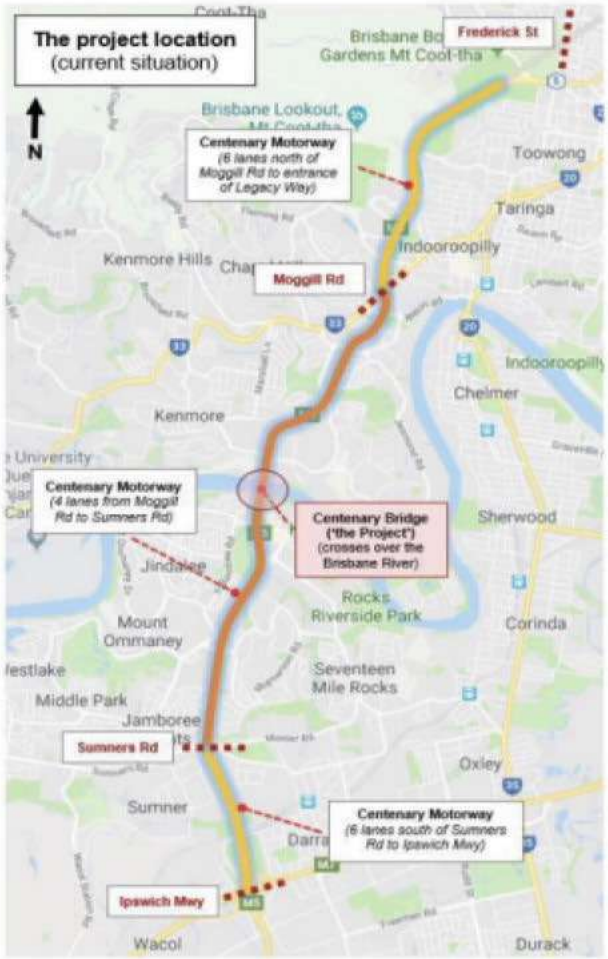
Centenary Bridge Duplication – Overview



Artist's impression of the Centenary Bridge Upgrade, Department of Transport and Main Roads.

Project overview

- Original bridge built in 1967
- Second bridge built in 1985 on common foundation
- Stage One of planned five-stage upgrade of the Centenary Motorway
- Construction of a new three-lane bridge upstream of existing
- Reconstruction of existing bridge to provide three traffic lanes and a 5m wide active transport corridor
- Remove critical bottleneck, improve resilience and freight capacity of the river crossing.



Project timings overview

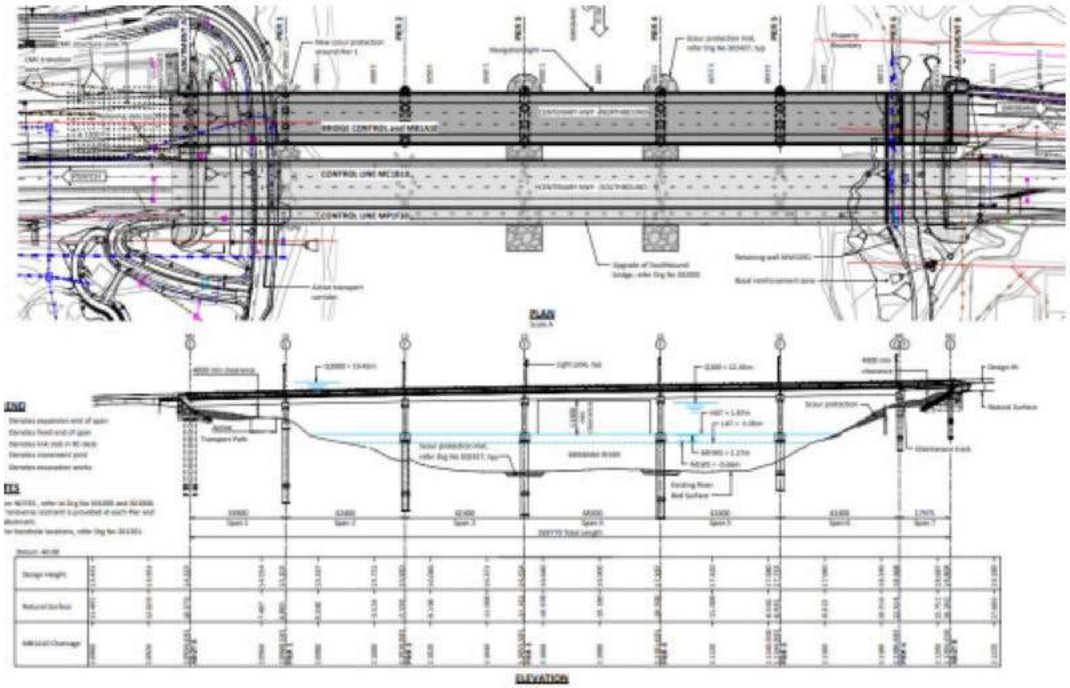
Timing	Activity
Nov 2010 (Centenary Motorway corridor)	**Strategic Assessment of Service Requirement phase** Confirmed the strategic need of the Centenary Motorway upgrade and its national significance.
Dec 2018	**Preliminary Evaluation phase** Options development and evaluation to meet the future transport demand in 2036 for the Centenary Motorway.
Dec 2018 – June 2019	**Centenary Bridge Upgrade Business Case** Infrastructure Australia positively assessed Preliminary Evaluation.
Apr 2019 – Sep 2020	**Detailed design** Detailed design undertaken for the Centenary Bridge Upgrade project.

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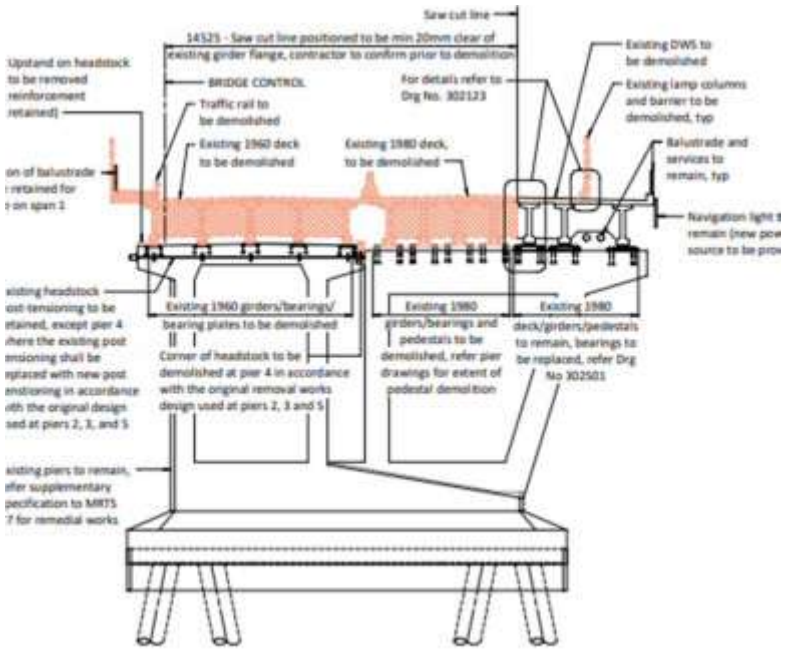
New bridge (northbound)

- Seven span bridge
- Piers align with existing bridge
- Controlled Modulus Columns ground treatment on southern approach
- Size of major structural elements:
  - 1500–2400 diameter piles (four per pier)
  - Five post-tensioned trough girders per span (spans one to six)
  - Girder weight range of 149–204t.



Existing bridge (southbound)

- Existing bridge condition state four
- Demolition of existing superstructure (except Active Transport corridor)
- Retaining/modifying existing piers two to five
- Increasing end spans (relocating both abutments)
- New multi-beam steel girder superstructure with composite concrete deck slab
- Risk of construction under traffic (active transport corridor remains open).



TYPICAL RIVER PIER (PIERS 2 TO 5) - ELEVATION (LOOKING NORTH)

Community consultation

Mid-2018 to present

Targeted consultation with key stakeholders including Public Utility Plant (PUP) authorities and Brisbane City Council (BCC)

July to September 2021

Community consultation to include:

- Community Information Sessions (COVID-19 permitting)
- Online community engagement
- Letterbox notifications
- Social media
- Media statements.



Opening of the Centenary Bridge at Jindalee, Brisbane - 1964, Brisbane City Council.

Environmental approvals

Queensland Government approvals

- Works located within biosecurity zone two for Red Imported Fire Ants
- Disposal permit required for removal of soil from lot containing Urban Utilities (UU) pump station
- Site is a high risk for protected plants – survey being undertaken by TMR following commencement of community consultation
- Development permit required for prescribed tidal works and removal, destruction or damage of marine plants – Development Application in progress with BCC.



Aerial photograph of the bridge in construction – 1964, © State of Queensland.

Tendering



Our task

Enhance collaborative procurement and delivery to help achieve government priorities



Implement government policy

Deliver greater social and economic outcomes from QTRIP projects

Address our shared challenges

Opportunity to improve industry sustainability through workforce security, diversity, health and safety

Deliver an accelerated program of works

Significant program of work and potential for 2032 Olympics

Vision for sustainable growth

A sustainable industry with a skilled, secure, diverse and local workforce operating in safe workplaces with quality conditions

- **Build a resilient sector with a skilled, local workforce**
- **Shape a secure future workforce through quality jobs**
- **Provide safe workplaces**
- **Support healthy and well workers**

Our plan



DTMR.0003.0023.1330_0012

029

Our key result areas (KRAs)



For tendering | For delivery | Compliance and reporting

Queensland Procurement Policy outcomes

TMR outcomes

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 chain 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

Governance

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030

How KRAs will be applied on this project

Modified two-stage procurement process

- Use of non-price selection criteria in **both** Stage 1 and Stage 2
- Interactive process with highest ranked tenderer
- Contract sum to include Schedule of Rates and Provisional Sums to address the KRAs

Response to include new elements

- KRAs, including the Transport Best Practice Industry Conditions
- Supply chain engagement strategy – commitment to use Reputable Suppliers through supply chain, including sub-contractors
- Workforce profile – direct/indirect/labour hire, diversity and inclusion

Enhanced reporting requirements throughout the project

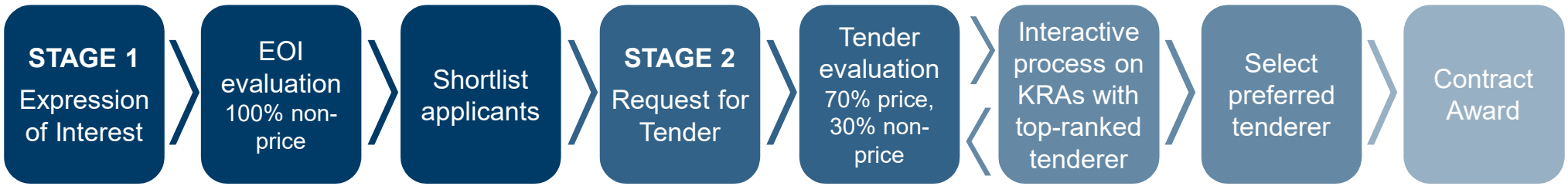
- Aligned to KRAs and KPIs.

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031

Procurement process overview

- Modified two stage procurement process utilising a TIC-CO* Contract
  - Stage 1 – Expression of Interest (EOI)
  - Stage 2 – Request for Tender (RFT)
- A tender contribution does not apply.



*TIC-CO – Transport Infrastructure Contract – Construct Only.

Procurement milestones

Procurement stage	Description	Milestones
Stage 1	Expressions of Interest	4 May – 3 June 2021
Stage 2	Request for Tender	August – September 2021
Contract Award		Late 2021

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033

Stage 1 – Expression of Interest

- Mandatory criteria:
  - National Prequalification System
    - Road Contract – R4
    - Bridge Contract – B4
    - Financial Level – F150
  - Minor component of work Asphalt – A3
  - Highway Engineering – HE2 (design and certification of temporary works)
- Evaluation – 100 per cent non-price criteria:
  - SC1 Local Benefits and Best Practice Principles (40 per cent)
  - SC2 Company Experience and Construction Methodology (30 per cent)
  - SC3 Management Plans (20 per cent)
  - SC4 Resources (10 per cent)
- Applications submitted in response to the EOI will only be accepted by TMR when lodged via the Q Build eTender website.

Stage 2 – Request for Tender

- Up to three shortlisted contractors from Stage One will be invited to submit a tender
- Evaluation:
  - 70 per cent price:
    - Schedule of rates TIC-CO contract
  - 30 per cent non-price:
    - Non-price criteria related to KRAs
    - Will require Provisional Sums for KRAs (but not included as part of 70 per cent price score)
    - Overview in EOI, details in RFT.

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035

Probity

- A probity advisor will be appointed to oversee the tender and procurement process
- Please contact the probity advisor with the following information to raise a probity concern:
  - Set out the issues
  - Indicate how the issues impact on the party's interests
  - Provide relevant background information
  - Set out the outcome desired.

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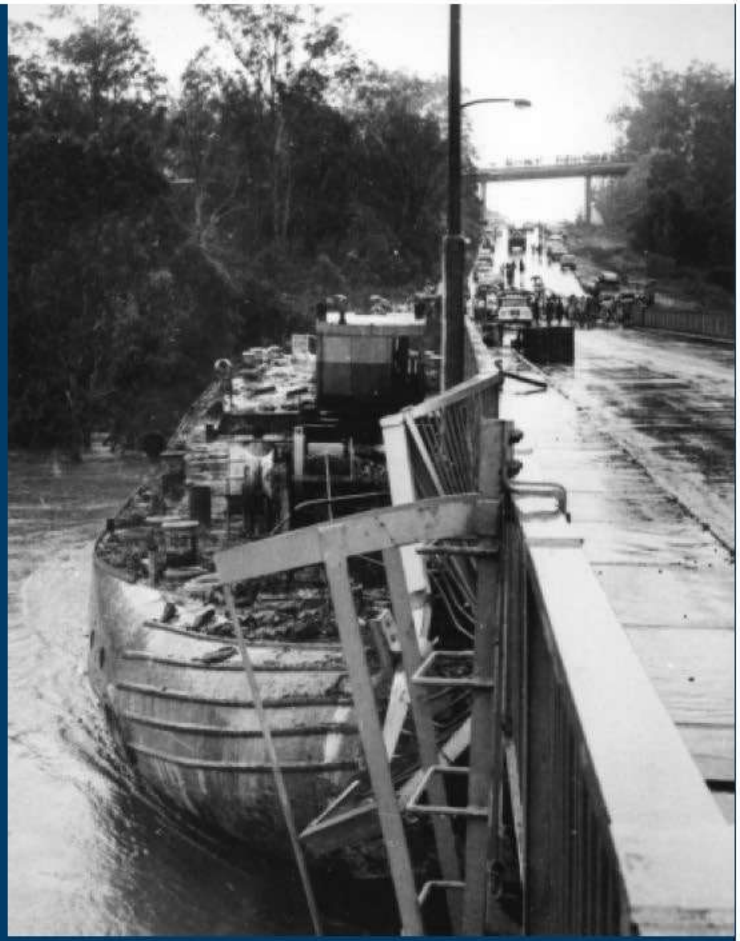
036

Contact details

Email the project team at:

[redacted]

Questions



Barge against the Centenary Bridge – 1974 floods, © Queensland State Library.

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Thank you
and stay connected
TMRQld
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Department of Transport and Main Roads
TMRQld
www.tmr.qld.gov.au/projects/centenary-motorway-ellen-grove-toowong-centenary-bridge
13 QGOV (13 74 68)
www.tmr.qld.gov.au | www.qld.gov.au

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Queensland government procurement policy: best practice principles (BPPs)

Queensland's Best Practice Principles

The Queensland government's Procurement Policy (QPP) is an overarching policy for the procurement of goods and services by Queensland state government agencies. The most recent iteration of this policy, QPP 2021, commenced on 1 February 2021.

Sitting within the QPP, the Queensland government has published a series of interrelated policy statements and guidelines covering different aspects of procurement.

One of these guidelines is the Best Practice Principles (**BPPs**). The BPPs provide a set of criteria that tender respondents must address in responding to tenders for building projects to which the BPP apply. All government agencies covered by the Queensland Procurement Policy must apply the BPPs to major projects of $100 million or more and to other projects below that threshold as declared by the Queensland government.

The BPPs are also supported by a document called the Best Practice Industry Conditions (**BPIC**) which may apply on a project-by-project basis. This document takes the form of a draft enterprise agreement contained specific employment conditions.

Noting that the BPPs are broad policy objectives, how they are incorporated into building projects can differ on a case by case basis. Below, the ABCC examines how the BPPs apply on the Centenary Bridge Upgrade Project.

Centenary Bridge Upgrade Project

The Centenary Bridge Upgrade Project is a $244 million Brisbane based road and bridge project, partly funded by both the Commonwealth government and the Queensland government.

On 7 May 2021, the Queensland government released the tender package for that project to pre-qualified tenderers. This is the most recent project to which Queensland's BPPs will apply.

The tender package for this project includes an iteration of the BPIC, called the '*Best Practice Industry Conditions for Transport Civil Construction Projects*' or '***Transport BPIC***'. It also includes a document titled "Expression of Interest Centenary Bridge Upgrade Project" (**EOI**). Tenderers who respond to the EOI are required to complete a form (EOA Schedule 4) in which they agree to apply the Queensland Government's Code of Practice for the Building and Construction Industry to any project to which it applies, regardless of whether or not their tender for the Centenary Bridge Project is successful.

The ABCC has assessed the tender package and does not consider that the package or the Transport BPIC breach the law or the *Code for the Tendering and Procurement of Building Work 2016* (**Code**). That is, the mere promulgation of these documents is[6] not unlawful. However, contractors should be wary of the legal risks they face in tendering for projects to which the BPPs, in their current form, apply.

Centenary Bridge Procurement Documents

The Queensland government's procurement for the Centenary Bridge Upgrade Project will be undertaken in two stages. At Stage One, applicants will be shortlisted against "non-price selection criteria". The shortlisted applicants will then be invited to progress to an RFT as Stage Two of the process. Stage Two involves both non-price selection criteria and price-based selection criteria.

The tender package describes a series of Key Result Areas (**KRAs**) that comprise the non-price selection criteria. The KRAs expound upon the Queensland Government's policy objectives. Tender applicants are required to address how they will meet the KRAs through a series of selection criteria questions.

Of concern, KRA one provides that tender respondents should address the Queensland government on how it will ensure that the wages and entitlements set out in the BPICs will be implemented on the project by the tender respondent. KRA one is set out as follows:

Best Practice Industry Conditions

The document titled - The Best Practice Industry Conditions for Transport Civil Construction Projects ("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:

1. *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.*
2. *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.*
3. *The Transport BPIC is provided as guidance for Applicants.*
4. *The Applicant will be required to consider in its Stage 2 RFT, if shortlisted:*
    (a) *How the Applicant intends to achieve the intent and outcomes of the Best Practice Industry Conditions on this Project*
    (b) *If appropriate, alternate ways to progress best practice industry relations on this Project; and*
    (c) *Outline how it will take the Transport BPIC into account when selecting and engaging Reputable Suppliers including sub-contractors on this Project.*
5. *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.*
6. *Where a particular supplier of training 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.*
7. *Nothing in the Transport BPIC requires an Applicant to make any commitment that would breach any laws, for example the Building Code.*

Although this KRA sets out some appropriate caveats, such as "*Nothing in the Transport BPIC requires an Applicant to make any commitment that would breach any laws*", it also states that the Transport BPIC, which contains specific wages and entitlements, "*is applicable to this project and is relevant to the on-site works and personnel.*"

The Centenary Bridge procurement documents encourages tenderers to either adopt the terms in the BPIC or to propose ways in which the tenderer would provide terms and conditions of employment that met or exceeded the terms in the BPIC.

The BPPs, the Transport BPIC and the law

Provisions of the *Fair Work Act 2009* (**FW Act**) described below apply to any person. Provisions of the *Building and Construction Industry (Improving Productivity) Act 2016* (**BCIIP Act**) described below apply to "building industry participants". This term includes "building contractors" as well as any "person who enters into a contract with a building contractor under which the building contractor agrees to carry out building work or to arrange for building work to be carried out".

The FW Act and BCIIP Act provide that it is unlawful for a person:

- to coerce or apply undue pressure on another person to *make, vary or terminate* an enterprise agreement (section 54, BCIIP Act)
- to take action against a building employer because they are covered or not covered (or proposed to be covered/not covered) by a Commonwealth industrial instrument (section 55, BCIIP Act)
- to take adverse action against another person because they have a workplace right or seek to exercise a workplace right (section 340, FW Act)
- to threaten, organise or take action with intent to coerce the other person to exercise, or not exercise a workplace right, or exercise the workplace right in a particular way (section 343, FW Act)
- (if an employer) to exert undue influence or undue pressure on an employee in relation to a decision by the employee to agree to or to terminate, an individual flexibility arrangement (s 344, FW Act)
- (if an employer) to induce an employee to become, not become, remain or cease to be an offer or member of an industrial association (including a union) (section 350, FW Act) and
- to discriminate against an employer because they are covered or not covered by a particular type of workplace instrument or an enterprise agreement that does not cover an employee organisation (section 354, FW Act).

The Centenary Bridge procurement documents encourage tenderers to either adopt the terms in the BPIC or to propose ways in which the tenderer would provide terms and conditions of employment that met or exceeded the terms in the BPIC. These documents, on their own, do not constitute 'coercion' or 'undue influence' because this encouragement does not effectively negate the choice of tenderers to make, vary or terminate any industrial agreements.

It would be unlawful for:

- any person to coerce or apply undue influence on a tender respondent to, for example, make a new enterprise agreement or vary an existing enterprise agreement, in such a way that it actually negates choices or attempts to, or imposes undue influence on a person to do so;
- any person to discriminate or take other adverse action against a tender respondent, because they do not have an enterprise agreement or do not have an enterprise agreement in the same terms as the Transport BPIC;
- an employer to place undue pressure on an employee who has an individual flexibility arrangement to terminate that arrangement because it was not consistent with the Transport BPIC and/or to enter into a new arrangement which was consistent with the Transport BPIC; or
- an employer to offer to pay an employee an additional sum of money (including to a fund such as a redundancy fund or a training fund) if (and only if) they become a member of a particular union and/or disclose to the employer that they are a member of a particular union.

Cascading Requirements

The Centenary Bridge Upgrade Project also asks tenderers to demonstrate how they will engage 'Reputable Suppliers'. 'Reputable Suppliers' are defined in the package by as suppliers who are preferred by TMR due to certain "Reputable Attributes: including (among other criteria):

> *'a commitment to using best endeavours to engage subcontractors who provide 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'.*

This passage infers that tender applicants that are able to demonstrate how they will engage subcontractors that will pay wages and entitlements at or above the rates described in the Transport BPIC, or who are otherwise "preferred" by TMR will be preferred over those applicants who do not.

As described above, it would be unlawful for a contractor to "threaten, organise or take action with intent to coerce the other person to exercise, or not exercise a workplace right, or exercise the workplace right in a particular way" (section 343, FW Act).

This would prevent the successful tenderer from imposing contractual or other *requirements* on subcontractors or tender respondents to alter their registered enterprise agreement or provide for conditions in accordance with the Transport BPIC. Similarly it would be unlawful for the Queensland Government to be involved in such conduct (section 550, FW Act).

It would also be unlawful for the successful tenderer to discriminate against an employer because their employees are covered or not covered (or it is proposed that their employees will, or will not, be covered) by a particular type of workplace instrument (section 354, FW Act). The preferred tenderer *cannot* refuse to engage a potential subcontractor on the basis of the terms and conditions it pays its workers under a lawfully made enterprise agreement or pursuant to a modern award.

In responding to the Centenary Bridge Upgrade tender, contractors cannot require subcontractors to exceed the terms and conditions of their lawful agreements. The Building Code also prohibits contractors from monitoring or auditing the enterprise agreements of its subcontractors (see s11(3)(k)/11(4) of the Code).

Role of the ABCC

The ABC Commissioner has statutory functions under section 16 of the *Building and Construction Industry (Improving Productivity) Act 2016*, which include:

1. monitoring and promoting appropriate standards of conduct by building industry participants, including by:
   (a) monitoring and promoting compliance with this Act, designated building laws and the Building Code by building industry participants; investigating suspected contraventions, by building industry participants, of this Act, designated building laws or the Building Code;
2. ensuring building employers and building contractors comply with their obligations under this Act, designated building laws and the Building Code;
3. providing assistance and advice to building industry participants regarding their rights and obligations under this Act, designated building laws and the Building Code; and
4. disseminating information about this Act, designated building laws and the Building Code, and about other matters affecting building industry participants, including disseminating information by facilitating ongoing discussions with building industry participants.

The information set out above has been prepared by the ABCC to address issues, questions and concerns raised by a significant number of building industry participants in Queensland about the application of Queensland's Best Practice Principles and in particular how they intersect with the Building Code 2016.

Contact us

We encourage stakeholders to contact the ABCC with any other questions or concerns they have regarding their obligations under FW Act, BCIIP Act or the Code. We thank you for your continued engagement on this issue.

You can also find more information on our website at www.abcc.gov.au or by contacting the ABCC hotline on 1800 003 338.

From: Deanne M Hawkswood[/O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=B73018F5978646BBA2A14534893B9295-DEANNE MARI]

Sent: Wed 16/06/2021 8:32:08 AM (UTC)

To: jingham[redacted] Paul Dunbar[redacted] Beau Malone (ETU)[redacted] Luke Barden[redacted]

Cc: Gartrell, Scott[redacted] Brett Reed[redacted] tam.vanalpher[redacted]; Amanda Yeates[redacted]; Dean A Misso[redacted]

Subject: In confidence - response to questions raised

Attachment: Union advice 15 June 2021.pptx

Attachment: Example Clauses - TIC-CO.docx

Good evening

Thank you for your time yesterday and the questions raised at our meeting. We have put together responses in the attached document (Union advice 15 June 2021). Also attached are the sample contract clauses that are subject to review and updated over the approx. next 2 months (Example Clauses – TIC-CO).

Dee

Deanne Hawkswood
General Manager | Strategic Procurement
Infrastructure Management & Delivery | Department of Transport and Main Roads

[redacted]
www.tmr.qld.gov.au

Questions raised by Trade Unions to TMR

1. What contract mechanisms will be used to ensure BPIC applies and is enforced, including termination provisions for poor performance?
2. How BPICs will be evaluated during tender phase
3. How TMR will prevent union exclusion
   * Will all unions be invited to participate workplace arrangements?
4. Gaining visibility on any legal advice on the above
5. What happens when contractors are not applying BPIC on the job?
   * What enforcement actions apply?

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BPICs implementation in TMR (in progress)

Contract mechanisms

* Enhanced contract provisions will be included in the Tender which will ensure contractors meet the standards and outcomes expected, including those related to BPIC.
* Contract performance of the Key Result Areas (KRAs), including the BPIC will be monitored. BPICs are one of five KRAs being implemented as part of the Government's Best Practice Policy.
* Extracted sample clauses from TMRs TIC-CO contract are provided as an example of clauses that will be reviewed and enhanced where possible to enable better contract performance.

BPICs in the tender process

- BPIC is the standard provided to address KRA 1 – Quality Jobs; this is part of the tender requirements (as per Figure 1).
- The first project to include the KRA's and BPIC is Centenary Bridge Upgrade Project (see Figure 2) – in active procurement.
- This process applies a two-stage process to (1) shortlist the best quality tenderers based on govt policy commitments and their skills & capability to deliver. Short listing is focussed on non-price criteria and capability; and (2), For a short list, seek detailed tender responses against KRAs (including BPIC) to be evaluated with the price criteria (as per Figure 2),
- Commitments from the winning Tender including those for KRAs and BPIC will then be captured in the contract, including provisions on contractor performance requirements such as ensuring industrial harmony (see below).

Participation of all trade unions with coverage on transport civil construction projects

- TMR are currently considering options to ensure the importance of industrial harmony on its projects.
- Referencing 'reputable suppliers' and the requirement to prepare and submit a Supply Chain Engagement Strategy, tenderers will also be required to outline their approach to maintain industrial harmony when assessing their tender.
- TMR will establish a regular meeting with key stakeholders with the intent to share information, learnings and create a regular 'feedback loop' on major projects (incorporating BPIC). This will be important to embed the new BPIC policy and develop the client and market maturity.

BPICs implementation in TMR (in progress)

Provision of legal advice

- TMR has sought advice on this matter, and it is highly unlikely approval will be granted to share the advice.
- The process of implementing the BPIC into major projects through procurement relies upon specialist advice to ensure the department's processes and tender requirements are legal and support tenderers to respond with a compliant bid.

BPICs commitment during project delivery

- Following the evaluation, approval and award of the tender to the contractor, the commitments and obligations will be captured in their contract.
- Regular reporting and monitoring, including audits, will be undertaken by TMR on the contractors' performance against the contract commitments through a dedicated Assurance and Performance team in TMR.
- Dispute resolution and escalation procedures within the contract provide a way to manage contract breaches including clauses such as termination.

Performance result at prequalification

- TMR is developing a Queensland supplement to the National Prequalification Scheme to address the BPP requirements. This will be implemented on a project basis over the next 6 or so months (enough to test and validate the supplement).
- Performance on a contract is measured and reported with results relevant for prequalification. This is applicable for future tender opportunities.

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Figure 1: KRA and BPICs implementation in TMR

Prequalification

- Tenderers for civil (road & bridge) construction must be approved under the National Prequalification Scheme (NPS)
- TMR developing a new *Qld supplement* to reflect the Best Practice Principles (BPP) including the BPIC
- Contractor performance on TMR projects feeds into their prequalification status
- For example, poor performance on BPP

Tender (Stage 1 & 2)

Tender - Stage 1 (100% non-price)

- Compliance check incl. EST/ESM
- For BPP, tenderer to address:
  - Use of reputable local suppliers incl. Supply Chain Engagement Strategy
  - BPIC response incl approach to maintain industrial harmony
  - Best practice WHS & stds.
  - Proposed workforce profile incl. self managed, sub-contracted and labour hire work packages
  - Best practice commitment to trainees and apprentices
- Shortlisted tenderers invited to stage 2

Tender - Stage 2 (30% non-price | 70% price)

- Builds on stage 1 BPP commitments
- Non-price and price criteria
- Best ranked Tenderer invited to negotiate
- Tender outcome approved and contract awarded

Contract

- Tender commitments are captured in the contract
- Contractor obligated to meet the contract conditions, including requirements in relation to the KRAs, including the BPIC and/or their industrial relations management plan.
- Contract obligations extend to reporting across the BPP and KRAs, including BPIC
- Ability for TMR to conduct audit and compliance activities

Delivery & Performance

Through the Assurance & Performance Team:

- TMR has a single point of contact for KRA, KPI and BPIC implementation matters
- Measures, monitors and manages contractor performance alongside CA & PMs
- Builds capacity across TMR on regulatory framework and government policy matters
- Collaborates and shares information across government agencies incl EPW as lead procurement agency, to enable end-to-end performance management, including managing interface with regulators e.g. Fair Work Ombudsman & WHSQ

Figure 2: Centenary Bridge Upgrade Project – tender overview



Stage 1 – Expressions of Interest

Description	Criteria Non-Price (100%)
Local content / benefits (reputable suppliers and Supply Chain Engagement Strategy)	10
Best practice workplace health and safety systems and standards	10
Best practice commitment to apprentices and trainees	5
Best practice industrial relations	10
Proposed workforce profile	5
Company Experience and Construction Methodology	15
Working over water	15
Management Plans (Environmental; Traffic and Marine Execution)	20 (6 + 7+ 7)
Resources	10
Total	**100**

Stage 2 – Request for Tender

Description	Criteria (%)
Non Price	30
KRA 1 – Quality Jobs, including the BPIC KRA 2 – Safe workplaces KRA 3 – Local supply chains and manufacturing KRA 4 – Sustainability KRA 5 – Project delivery optimisation	
Price	70
Total	**100**

File note

File number 450/01047

Subject **Centenary Bridge Upgrade - CFMEU Discussion**

Author Graham Kerr
A/Deputy Regional Director

Date 22 June 2021

- Andy Blakely CFMEU [redacted] called John Ryan while on leave the morning of 22 June 2021. Graham Kerr returned Andy's call that same morning about Centenary Bridge Upgrade Tender Evaluation however was not able to make contact.
- Graham called in the afternoon 22 June 2021 and spoke with Mr Blakely who asked how many and who were the construction firms that have now expressed an interest. Graham mentioned that he didn't have those details on hand and would call back in due course.
- Graham mentioned that during the meeting between John Ryan and Mr Blakely 7 June 2021, that Mr Blakely had offered to provide information about construction firms tendering for the works. Graham asked what that information was specifically and asked whether it was Safety Notices that the panel may already have access too.
- Mr Blakely mentioned that it was safety notices and other safety related information and asked were the Tender Evaluation Panel would get that information.
- Graham said the Panel would get the notices from the Queensland Department of Workplace Health & Safety.
- Mr Blakely said that there was a considerable lag time to obtain that information which the CFMEU had readily available.
- Graham thanked Mr Blakely for the offer to provide information however didn't suggest whether or not TMR would ask CFMEU for that information.
- Mr Blakely said he would be willing to meet in person about which firms were tendering. Graham said he would try to find out and call back as this would be quicker.

End of File Note

Department of Transport and Main Roads
Noting Brief
MBN24472

To: Minister for Transport and Main Roads

SUBJECT:	**Urgent:**
Best Practice Industry Conditions meeting with Trade Unions	Meeting scheduled for 7 July 2021 with pre-brief on 6 July 2021

Summary

- You will be meeting with representatives from relevant Trade Unions, Crown Law and Department of Transport and Main Roads (TMR) staff about the implementation of the Best Practice Industry Conditions (BPIC) for transport civil construction projects. The meeting is in response to concerns raised by the Trade Unions about:
  - the ability for the relevant unions, who have coverage on a project, to genuinely engage with principal contractors on best practice industrial relations
  - what processes TMR can establish to encourage this engagement, including where the engagement does not occur, what steps could be taken by the department.
- TMR has consulted with the Australian Workers' Union (AWU); Electrical Trades Union (ETU); Construction, Forestry, Maritime, Mining and Energy Union (CFMEU); Australian Manufacturing Workers' Union; and Plumbing Trades Employees Union (PPTU) on the development of a Transport BPIC for projects over $300 million. However, the above concerns have impacted any meaningful discussion.
- The AWU has elected to not participate in recent BPIC discussions.
- TMR has sought advice from Crown Law (**Attachment 2**) on:
  - opportunities for TMR's procurement processes to require tenderers to engage with all relevant unions during the procurement process and
  - TMR's options (contractually) should contractors not meet their engagement commitments.
- This advice is for TMR only and is subject to legal professional privilege.
- To help inform the BPIC for projects over $300 million, TMR has undertaken cost modelling estimates on a range of scenarios (**Attachment 1**).

Background

- In October 2020, the Cabinet Budget Review Committee (CBRC) approved:
  - a set of BPIC for transport civil projects with a value between $100 million–$300 million (the transport BPIC), including where possible those projects in the active procurement phase (partial implementation projects)

Action Officer:	**Endorsed by:**	**Endorsed by: DDG**	**Endorsed by: DG**
Melissa Johansson	Deanne Hawkswood	Amanda Yeates	Neil Scales
Manager	A/General Manager	Deputy Director-General	Director-General
Tel [redacted]	Tel [redacted]	Tel [redacted]	Tel
Date: 6 July 2021	Date: 6 July 2021	Date: 6 July 2021	Date:

- major projects with a project value over $300 million will use the transport BPIC as the base case for negotiating project specific industrial conditions and wages and seek CBRC approval.

- TMR has been engaging with relevant trade unions and industry associations on a set of BPICs for the Coomera Connector stage one project which is valued over $300 million. TMR is proposing to utilise this BPIC document for all transport civil construction projects over $300 million (referred to as BPIC+). This will shortly be considered by CBRC for approval.

Issues and Suggested Approach

- After issues with the non-attendance of the AWU representatives at BPIC+ discussions and the perception of exclusionary practices on BPIC partial implementation projects, such as Cooroy to Curra section D (contract two) awarded to CPB, trade union representatives have requested a meeting.
- This meeting is for those trade unions to outline their concerns and to suggest appropriate processes and lawful actions that TMR could take to avoid any exclusionary practices and the possible contract provisions to enforce compliance by contractors to meet BPIC commitments provided for in their tender.
- TMR has previously met with trade unions to discuss their suggestions in relation to implementation of the BPIC and possible contract provisions and are concerned that those suggestions may not fully align with relevant legal obligations, including those contained in the Code for Tendering and Performance of Building Work 2016. **Attachment 2** provides some of the advice provided by Crown Law on these issues.
- The issues raised by trade unions are outlined below.
  - For AWU:
    - AWU does not wish to engage with the government on employee conditions and wages relating to projects, and will instead engage directly with the employers (contractors) and their employees as required under the *Fair Work Act 2009*
    - AWU has majority coverage of the civil work trades and on that basis, will not sign an enterprise agreement jointly with the CFMEU
    - AWU's position for TMR's BPIC+ is the CPB - Cross River Rail Civil and Surfacing Works Greenfield Agreement 2019.
  - For the ETU, CFMEU and PPTU:
    - these unions are participating in good faith with TMR on the development of the BPIC+ document but have little certainty about being invited to engage with a principal contractor on the industrial relations strategy of major transport civil construction projects
    - these unions have expressed their intention that if the implementation of the BPIC policy (at the front end of the process) does not work to their expectations, they will focus their efforts on ensuring compliance with industrial and safety related matters of major transport civil construction projects
    - the recent CPB Greenfield agreement for the Cooroy to Curra stage D (contract two) project includes the AWU as a party to the agreement. The agreement was approved by the Fair Work Commission and reflects a high number of conditions and wage rates within the Transport BPIC. Regardless, the other unions consider it a sub-standard document and site their exclusion as an example of the policy implementation not working.

- TMR has met with the trade unions on a couple of occasions to work through the issues and shared the position and approach that TMR proposes to take, which is supported by the Crown Law advice (**Attachment 2).**
- TMR provided further advice on its implementation approach to the trade unions (**Attachment 3**):
  - TMR values and expects industrial harmony on its project sites to mitigate time and cost impacts. This will be clearly stated in the tender document seeking tenderers to demonstrate how they will meet this requirement, which is further considered during the comparative evaluation process
  - this commitment by the tenderer will be captured in their contract with performance monitored by TMR, like other contract provisions
  - non-performance can be addressed through the contract, firstly seeking to rectify the issue but where that fails, access to stronger remedies such as escalation and dispute resolution procedures can be utilised, with termination available
  - performance will be monitored and measured and will be captured during prequalification systems to inform future tender access. A strengthened function on assurance and reporting within TMR is being established, with a focus on contractors meeting or exceeding the Key Result Areas (KRA) including KRA – one quality jobs, which includes the transport BPIC.
- The development of the BPIC+ is on critical path for the Coomera Connector stage one project. TMR has received feedback from industry associations on the BPIC+ document, however has made little progress with the trade unions.
- TMR has developed several scenarios which have been costed. The scenarios look at a range from lowest estimated cost (the current Transport BPIC) to highest estimated cost (trade union contracting frameworks). The purpose of the analysis is to inform negotiations and the subsequent CBRC submission for consideration. The analysis is a work in progress and is provided for information at **Attachment 1**.

Financial Implications

- The cost modelling at **Attachment 1** outlines the potential cost implications on a range of scenarios to apply BPICs on projects over $300 million.

Consideration of the *Human Rights Act 2019* (HR Act)

- The HR Act was considered when undertaking actions outlined in this brief, and there are no impacts to human rights.

Consultation with Stakeholders

- TMR consulted with relevant unions on the development of the transport BPIC and with industry stakeholders on its application and implementation.

Employment

- There are no employment impacts associated with this matter.

Media

- There are no media impacts associated with this matter, however the implementation of the BPICs policy on the Gold Coast light rail stage three project has attracted some media interest in recent months.

Election Commitments

- This matter does not relate to an election commitment.

Government Priorities

- Implementation of the transport BPIC and BPIC+ support delivery of the accelerated program, in turn creating and sustaining quality jobs and build resilience of the sector through a skilled, local and ongoing workforce operating under safe, fair workplace conditions.

Minister's comments

Noted / Not Noted

Minister's signature……

Date ……/……../……....

Questions raised by Trade Unions to TMR

1. What contract mechanisms will be used to ensure BPIC applies and is enforced, including termination provisions for poor performance?
2. How BPICs will be evaluated during tender phase
3. How TMR will prevent union exclusion
   - Will all unions be invited to participate workplace arrangements?
4. Gaining visibility on any legal advice on the above
5. What happens when contractors are not applying BPIC on the job?
   - What enforcement actions apply?

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BPICs implementation in TMR (in progress)

Contract mechanisms

- Enhanced contract provisions will be included in the Tender which will ensure contractors meet the standards and outcomes expected, including those related to BPIC.
- Contract performance of the Key Result Areas (KRAs), including the BPIC will be monitored. BPICs are one of five KRAs being implemented as part of the Government's Best Practice Policy.
- Extracted sample clauses from TMRs TIC-CO contract are provided as an example of clauses that will be reviewed and enhanced where possible to enable better contract performance.

BPICs in the tender process

- BPIC is the standard provided to address KRA 1 – Quality Jobs; this is part of the tender requirements (as per Figure 1).
- The first project to include the KRA's and BPIC is Centenary Bridge Upgrade Project (see Figure 2) – in active procurement.
- This process applies a two-stage process to (1) shortlist the best quality tenderers based on govt policy commitments and their skills & capability to deliver. Short listing is focussed on non-price criteria and capability; and (2), For a short list, seek detailed tender responses against KRAs (including BPIC) to be evaluated with the price criteria (as per Figure 2),
- Commitments from the winning Tender including those for KRAs and BPIC will then be captured in the contract, including provisions on contractor performance requirements such as ensuring industrial harmony (see below).

Participation of all trade unions with coverage on transport civil construction projects

- TMR are currently considering options to ensure the importance of industrial harmony on its projects.
- Referencing 'reputable suppliers' and the requirement to prepare and submit a Supply Chain Engagement Strategy, tenderers will also be required to outline their approach to maintain industrial harmony when assessing their tender.
- TMR will establish a regular meeting with key stakeholders with the intent to share information, learnings and create a regular 'feedback loop' on major projects (incorporating BPIC). This will be important to embed the new BPIC policy and develop the client and market maturity.

BPICs implementation in TMR (in progress)

Provision of legal advice

- TMR has sough advice on this matter, and it is highly unlikely approval will be granted to share the advice.
- The process of implementing the BPIC into major projects through procurement relies upon specialist advice to ensure the department's processes and tender requirements are legal and support tenderers to respond with a compliant bid.

BPICs commitment during project delivery

- Following the evaluation, approval and award of the tender to the contractor, the commitments and obligations will be captured in their contract.
- Regular reporting and monitoring will be undertaken by TMR on the contractors performance against the contract commitments through a dedicated Assurance and Performance team in TMR.
- Dispute resolution and escalation procedures within the contract provide a way to manage contract breaches including clauses such as termination

Performance result at prequalification

- TMR is developing a Queensland supplement to the National Prequalification Scheme to address the BPP requirements. This will be implemented on a project basis over the next 6 or so months (enough to test and validate the supplement).
- Performance on a contract is measured and reported with results relevant for prequalification and applicability for future tender opportunities.

Figure 1: KRA and BPICs implementation in TMR

Prequalification

- Tenderers for civil (road & bridge) construction must be approved under the National Prequalification Scheme (NPS)
- TMR developing a new *Qld supplement* to reflect the Best Practice Principles (BPP) including the BPIC
- Contractor performance on TMR projects feeds into their prequalification status
- For example, poor performance on BPP

Tender (Stage 1 & 2)

Tender - Stage 1 (100% non-price)

- Compliance check incl. EST/ESM
- For BPP, tenderer to address:
  - Use of reputable local suppliers incl. Supply Chain Engagement Strategy
  - BPIC response incl approach to maintain industrial harmony
  - Best practice WHS & stds.
  - Proposed workforce profile incl. self managed, sub-contracted and labour hire work packages
  - Best practice commitment to trainees and apprentices
- Shortlisted tenderers invited to stage 2

Tender - Stage 2 (30% non-price | 70% price)

- Builds on stage 1 BPP commitments
- Non-price and price criteria
- Best ranked Tenderer invited to negotiate
- Tender outcome approved and contract awarded

Contract

- Tender commitments are captured in the contract
- Contractor obligated to meet the contract conditions, including requirements in relation to the KRAs, including the BPIC and/or their industrial relations management plan.
- Contract obligations extend to reporting across the BPP and KRAs, including BPIC
- Ability for TMR to conduct audit and compliance activities

Delivery & Performance

- TMR has a single point of contact for KRA, KPI and BPIC implementation matters
- Measures, monitors and manages contractor performance alongside CA & PMs
- Builds capacity across TMR on regulatory framework and government policy matters
- Collaborates and shares information across government agencies incl EPW as lead procurement agency, to enable end-to-end performance management, including managing interface with regulators e.g. Fair Work Ombudsman & WHSQ

Figure 2: Centenary Bridge Upgrade Project – tender overview



Stage 1 – Expressions of Interest

Description	Criteria Non-Price (100%)
Local content / benefits (reputable suppliers and Supply Chain Engagement Strategy)	10
Best practice workplace health and safety systems and standards	10
Best practice commitment to apprentices and trainees	5
Best practice industrial relations	10
Proposed workforce profile	5
Company Experience and Construction Methodology	15
Working over water	15
Management Plans (Environmental; Traffic and Marine Execution)	20 (6 + 7+ 7)
Resources	10
Total	**100**

Stage 2 – Request for Tender

Description	Criteria (%)
Non Price	30
KRA 1 – Quality Jobs, including the BPIC KRA 2 – Safe workplaces KRA 3 – Local supply chains and manufacturing KRA 4 – Sustainability KRA 5 – Project delivery optimisation	
Price	70
Total	**100**

From: Allan S Uhlmann [redacted]

Sent: Sat 10/07/2021 11:48:11 PM (UTC)

To: Dean A Misso[redacted] Deanne M Hawkswood[redacted]

Subject: RE: First cut of GCOC with BPICs

Attachment: Tender Process Endorsement - ED Signed.pdf

Hi Dean

Thanks for the opportunity to review – I've included my comments in the attached doc.

Comments on Doc

- Generally OK
- I'm still uncomfortable with the Deed Poll inclusion – I would prefer that there isn't any connection with subcontractors other than through the Contractor. I'd appreciate specific advice or a conversation with Melinda about why the current provisions under Clause 14.6.3 aren't enough and whether those provisions can be strengthened (if required) without using the Deed Poll model.

Comments Generally

- The documents need to go to Graham and the contracts team for comment prior to Wednesday.

- I think, for now, this needs to be a "one-off" document for Centenary Bridge and not included and published as a standard document.
- If I understood correctly and this is planned to go out to union stakeholders this week then it absolutely needs to go to Centenary tenderers and industry stakeholders at the same time – noting that the tender process is on foot and we have no probity agreement with union stakeholders who may be reviewing and sharing.

Happy to discuss further as required.

Cheers

Allan

Allan Uhlmann
Executive Director (Program Management and Delivery)
Program Delivery and Operations | Department of Transport and Main Roads

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[redacted]
www.tmr.qld.gov.au

From: Dean A Misso [redacted]
Sent: Saturday, 10 July 2021 9:19 PM
To: Deanne M Hawkswood [redacted]>; Allan S Uhlmann [redacted]
Subject: First cut of GCOC with BPICs

Hi Dee and Allan,

This is the first cut. At this stage, it looks like the same BPIC provisions as Gatton.

Allan – probably need you to think about the deed poll in favour of the State, particularly after the EPW discussion on the Qld Code.

Can you let me know if you don't get the attachment. Sending it from my phone so have that silly email thread issue.

I will look at it properly tomorrow afternoon/evening, so if you have any comments before 8pm would be great and then we can chat with Melinda Monday.

Dean

From: Deanne M Hawkswood[/O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=B73018F5978646BBA2A14534893B9295-DEANNE MARI]

Sent: Wed 14/07/2021 5:38:05 PM (UTC+10:00)

To: Mandy L Bird[redacted]

Cc: Anne E Moffat[redacted] Amanda Yeates[redacted] Allan S Uhlmann[redacted] Dean A Misso[redacted]; Melinda Pugh[redacted]]

Subject: Urgent - Email from DG to trade unions in line with commitment

Attachment: CL_DOCS-#11954262-v1-C7830_TIC_GCoC_alp_with_BPP_and_BPIC_clauses.pdf

Attachment: CL_DOCS-#11957976-v1-Form_of_Subcontractor_Deed_Poll.pdf

Hi Mandy

A commitment was made to the CFMEU and ETU at a meeting last week, to provide 'marked-up' version of the contract that incorporates the Best Practice Industry Conditions. The commitment was to provide the document/s by **COB today**.

It was agreed that the document/s would be communicated to all trade unions, not just CFMEU and ETU, and it would also be provided to the tenderers for the Centenary project. The Project Team are actioning the message to the tenderers, and it would be ideal for the DG to send the email to the Trade Unions.

The email details are:

Email recipients	Michael Ravbar, CFMEU,[redacted] Jade Ingham, CFMEU,[redacted] Luke Tiley, legal advisor CFMEU,[redacted] Beau Malone, ETU,[redacted] Lisa Midson, ETU,[redacted] Mark Raguse, AWU,[redacted] Rohan Webb, AMWU,[redacted] Luke Bardon, Plumbers,[redacted]
Subject	TMR Conditions of Contract – Draft for Centenary
Message text	Please find attached the current TMR Transport Infrastructure Contract – Construct Only (TIC-CO) general conditions of contract and the amendments that TMR are proposing to implement in relation to the Best Practice Principles and Best Practice Industrial Relations, for the Centenary Bridge Upgrade Project.
Attachments	The two documents attached in this email:

	• Conditions of Contract (marked up) • Subcontractor Deed Poll

Thank you Mandy!

Dee

Deanne Hawkswood
General Manager | Strategic Procurement
Infrastructure Management & Delivery | Department of Transport and Main Roads

[redacted]

General Conditions of Contract – C7830.TIC

Transport Infrastructure Contract

July 2021

Queensland Government

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Feedback

Please send your feedback regarding this document to: [redacted]

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1 Construction of Contract

a) The law governing the Contract, its interpretation, any agreement to arbitrate and the conduct of any arbitration or litigation, is the law of the State of Queensland.

b) Unless otherwise provided, prices are in Australian currency and payments shall be made in Australian currency at the place stated in Item 1A.

c) Where provisions in the General Conditions of Contract are expressed to be alternatives and the Contract fails to state which alternative applies, the first alternative shall apply.

d) Any provision of the Contract which purports to, or has the effect of, limiting or excluding a liability of the Principal shall be construed as limiting or excluding that liability only to the extent permitted by law.

2 Defined terms and interpretation

2.1 Defined terms

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

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

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

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

Term	Definition
DRB Members	are the members selected for the DRB pursuant to Clauses 48.5 and 48.6
Environmental Management Plan	means the plan the Contractor is required to provide pursuant to Clause 15.7.2
EP Act	means the *Environmental Protection Act 1994* (Qld)
Excepted Risks	has the meaning given in Clause 16.4
Final Certificate	means the Final Certificate issued by the Administrator under Clause 42.8
Form	means the applicable form available on the Principal's website, or as provided as part of tendering and award documents, as amended from time to time
Formal Instrument of Agreement	means the Formal Instrument of Agreement generally in the form of Form C7805 to be executed by the parties pursuant to Clause 6.2
Government Department or Instrumentality	means any governmental regulator, including Work Health Safety Queensland, the Queensland Building and Construction Commission, the Fair Work Commission and the Australian Building and Construction Commission
GST	means the goods and services tax imposed under the GST Legislation. A reference to an amount of GST is reference to the GST liability in respect of the supply in question
GST Legislation	means the *A New Tax System (Goods and Services Tax) Act 1999*, associated legislation and regulation and any additional or substituted legislation and regulation providing for a value added tax, consumption tax, retail tax or other goods and services tax
Indicative Conformance	As per MRTS50 Clause 10.1.2
Industrial Matters	has the meaning given in the *Industrial Relations Act 2016 (Qld)*
Information Commissioner	for the purposes of Clause 8.10, has the meaning given in the *Information Privacy Act 2009* (Qld)
IRA Agreement	is the agreement between the parties and the IRA based on the template which is available on the Principal's website
Issues Resolution Advisor (IRA)	means the person appointed under Clause 49
Item	means an item in Annexure A
Latent Condition	is a physical condition on the Site or its surroundings, including artificial things but excluding weather conditions, which differs materially and substantially: a) from the physical conditions specified in the Reliance Information at a specific location at the Site, or b) from the physical conditions which should reasonably have been anticipated by a competent and experienced Contractor at the time of the Contractor's Tender if such a Contractor had: i. examined all information made available in writing by the Principal to the Contractor for the purpose of tendering, ii. examined all information relevant to the risks, contingencies and other circumstances having an effect on the Tender and obtainable by the making of reasonable enquiries, and iii. inspected and investigated the Site and its surroundings but Latent Conditions do not include any conditions described in Item 3A.

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

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

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

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

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

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

2.2 Interpretation

a) Reference to:

i. one gender includes the others

ii. the singular includes the plural and the plural includes the singular

iii. a person includes a body corporate

iv. a party includes the party's executors, administrators, successors and permitted assigns

v. a Legislative Requirement includes:

a) that Legislative Requirement as amended or re-enacted from time to time, and

b) a Legislative Requirement enacted in replacement of that legislative requirement

vi. money is to Australian dollars unless otherwise stated.

b) Measurements of physical quantities shall be in legal units of measurement of Australia within the meaning of the *National Measurement Act 1960*.

c) Communications between the Principal, the Administrator and the Contractor shall be in the English language.

d) 'Including' and similar expressions are not words of limitation.

e) Where a word or expression is given a particular meaning, other parts of speech and grammatical forms of that word or expression have a corresponding meaning.

f) Headings are for convenience only and do not form part of the Contract or affect its interpretation.

g) A provision of the Contract shall not be construed to the disadvantage of a party merely because that party was responsible for the preparation of the Contract or the inclusion of the provision in the Contract.

h) If an act must be done on a specified Day which is not a Business Day, it shall be done instead on the next Business Day, except as otherwise expressly contemplated by this Contract.

i) No comment, review, representation, vetting, inspection, testing or approval by the Principal or the Administrator in respect of the Contractor's obligations under this Contract will lessen or otherwise affect the Contractor's obligations under this Contract.

j) The Contractor acknowledges that:

i. an absolute discretion in the Principal or the Administrator under the Contract is not required to be exercised for the benefit of the Contractor

ii. neither the Principal nor the Administrator is bound to exercise any such absolute discretion in any particular manner or having regard to any particular consideration notwithstanding that such considerations might be stated in the Contract

iii. no provision of the Contract conferring such an absolute discretion gives the Contractor any rights (including any right to make any Claim arising out of the exercise or failure to exercise the discretion), and

iv. the exercise or failure to exercise such an absolute discretion is not capable of being the subject of a dispute or difference for the purpose of Clause 47 and is not otherwise subject to review.

k) Whenever the Principal or Administrator is required to act reasonably, what is reasonable under the circumstances is to be judged having regard to the terms of this Contract.

l) All indemnities and warranties given by the Contractor in this Contract survive the termination or otherwise merging of this Contract.

m) Without limiting Clause 2.2(l), the provisions of this Contract which, by their nature, are intended to survive the termination, cancellation, completion or expiration of this Contract shall continue as valid and enforceable obligations of the parties notwithstanding any such termination, cancellation, completing or expiration.

n) Unless otherwise expressed as a sole remedy, the rights and remedies provided in this Contract are in addition to other rights and remedies given by law independently of this Contract.

o) Unless otherwise expressly set out in this Contract, and to the extent permitted by law, all implied terms (whether implied by statute or operation of law) are excluded from this Contract.

p) The word 'immediately' means to act promptly, with expedition, within a reasonable time and without unnecessary delay.

3 Nature of Contract

3.1 Performance and description

a) The Contractor shall execute and complete the Work Under the Contract.

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

3.2 Commitment to relationship and collaboration

3.2.1 Relationship and Collaboration Principles

a) The parties acknowledge that a good working relationship between the Principal, the Administrator and the Contractor is a significant factor that contributes towards the successful completion of a project. The Contractor, the Principal and the Administrator jointly commit to establishing and maintaining a project team built on relationships and they agree to observe the following principles (Relationship and Collaboration Principles):

   i. act as stated in this Contract and in the spirit of mutual trust, openness, respect and cooperation

   ii. at all times deal with each other fairly, honestly and reasonably

   iii. communicate and expeditiously reconcile any matter that may affect the proper execution and timely completion of the Work Under the Contract, and

   iv. be dedicated to achieving 'best for project' outcomes.

b) The parties agree and acknowledge that the Relationship and Collaboration Principles do not apply where the Contract expressly provides that the Principal or the Administrator may act in its absolute or sole discretion.

3.2.2 Relationship and collaboration workshop

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

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

3.2.3 Relationship management and collaboration protocol

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

a) includes a relationship charter or mission

b) sets the relationship and collaboration goals and objectives, core values and guiding principles

c) includes a mechanism for determining a rating of the parties' achievement of the agreed objectives (including by reference to Performance Assessment Conferences required under Clause 4.4)

d) includes a mechanism for the resolution of personality-related issues

e) documents the lines of communication, levels of responsibility and reporting systems

f) includes an issues resolution matrix that includes an action plan for addressing factors that may prevent them from meeting the relationship objectives, and

g) specifies the times for the workshops and meetings referred to in Clause 3.2.4.

3.2.4 Monitoring the relationship

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

3.2.5 Best Practice Principles

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

4 Contract Leadership Team and conferences

4.1 Contract Leadership Team

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

4.1.1 Representation and tenure

a) A Contract Leadership Team (CLT) shall be established prior to the commencement of the Work Under the Contract.

b) The CLT will consist of two senior representatives from the Principal and two senior representatives from the Contractor (CLT Members).

c) A party may replace its CLT Member(s) at any time by giving notice in writing to the other party at least 24 hours prior to the change in representation.

d) Unless otherwise agreed by the Principal and the Contractor, the CLT will remain established until 10 Business Days after the date of the Final Certificate.

4.1.2 Duties and accountabilities for the Contract Leadership Team

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

i. provide overall guidance and leadership with respect to the Work Under the Contract and to provide a forum for regular and formal interaction between senior executives of the Principal and the Contractor

ii. set policy and give philosophical and strategic direction for the Work Under the Contract within the boundaries set out in the Contract, including by establishment of a relationship charter (Relationship Charter)

iii. provide leadership and set a visible example of senior management's commitment to the Relationship Charter and the Relationship Management Protocol

iv. provide guidance to the Contractor in its development and implementation of a transparent governance framework across the Work Under the Contract

v. provide leadership and guidance to the Contractor in ensuring timely, accurate and comprehensive reports are given to the Principal

vi. oversee the Contractor in initiating or approving the commitment of resources to the Work Under the Contract and provide corporate support as necessary

vii. provide leadership in the implementation of a culture necessary to achieve any key performance indicators and ensure they are created and sustained

viii. provide encouragement to the Contractor to implement directions from the Principal or the Administrator

ix. monitor the performance of the Contract and implement appropriate measures to correct undesirable trends

x. issue decisions as required by the Contract (if any)

xi. attempt to resolve any differences or issues that are referred to it under Clause 47.3, and

xii. any other duties agreed between the parties from time to time.

b) The parties acknowledge and agree that, except as expressly provided for in the Contract:

i. the CLT will have no legal responsibility.

ii. no comment, direction, review, representation, vetting, inspection, testing or approval by the CLT or members of the CLT will be binding on a party or be construed as a direction from the Principal or the Administrator to do or not to do something, and

iii. nothing that occurs at a meeting of the CLT will relieve either party, or alter or affect their liabilities or responsibilities under this Contract, including a requirement for the Contractor to provide formal notification to the Principal or the Administrator under any other provision of this Contract.

c) Prior to each meeting of the CLT, the Administrator and the Contractor's Representative shall provide a joint report on the following matters for the consideration of the CLT:

i. the progress of the Works

ii. delays to the Works, including planned mitigation

iii. the adequacy of resourcing levels, and

iv. all issues and disputes which have arisen and have not yet been resolved.

4.1.3 Meetings

a) Unless the parties agree otherwise, the CLT will meet at least once every month until Practical Completion.

b) At least one CLT Member from each party shall be present to enable the CLT to hold a meeting or make a decision. Attendance may be by telephone or video link.

c) The CLT will arrange for a secretary (CLT Secretary) to record minutes of all resolutions of the CLT and all actions arising out of each CLT meeting. A copy of the minutes will be forwarded by the CLT Secretary to each CLT Member as soon as practicable but not later than five Business Days after each CLT meeting.

d) Decisions of the CLT must be unanimous.

4.2 Prestart conference

a) Prior to the commencement of Work Under the Contract, the Contractor shall contact the Administrator in order to arrange a conference (prestart conference).

b) The prestart conference shall:

i. be attended by representatives of the Contractor, the Principal, the Administrator and the CLT (if any)

ii. establish lines of communication and clarify all relevant responsibilities and delegations

iii. discuss arrangements for submission and review of the Construction Program, Quality Plan, Environmental Management, Work Health and Safety Management Plan, Traffic Management Plan (where required), Severe Weather Management Plan (where required), Community Liaison Plan (where required) and the Indigenous Economic Opportunities Plan (where required)

iv. discuss arrangements for project records, including access by the Administrator, submission of test results and other reports, and disposition of records upon completion of the Contract

v. discuss setting out of the Works, Site accommodation, camp and delivery of materials and plant to the Site

vi. determine arrangements for Site inspections and Site Conferences

vii. define arrangements for management of:

a) payment Claims

b) variations, and

c) non-conformances

viii. discuss arrangements for all administrative requirements, including the date for a relationship workshop (if required under Clause 3.2.2) and information and documents which the Contractor is obliged to submit to the Administrator

ix. deal with any other matters nominated by the Contractor or the Administrator, and

x. deal with requirements for a post-construction review.

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

4.3 Site Conferences

a) The Contractor shall arrange for conferences to be held at the Site (Site Conferences) to:

   i. review progress of the Work Under the Contract

   ii. review the Contract Plan documents and issues relating to progress of the Work Under the Contract

   iii. review non-conformances and dispositions, and

   iv. discuss any matters of concern related to the project with a view to their resolution as far as possible.

b) Site Conferences shall be held until Practical Completion at the intervals stated in Item 10A or at such other intervals as are otherwise mutually agreed between the Principal, the Contractor and the Administrator (such interval not exceed a period of one month).

c) Site Conferences shall be attended by the Contractor, the Principal and the Administrator, and/or their senior representatives. Subject to the prior approval of the Administrator, which may be given or withheld in its absolute discretion, other persons may attend all or part of any Site Conference, but:

   i. at no time more than four persons from either the Contractor or the Administrator, and

   ii. members of the CLT (if any) may attend any Site Conference without the approval of the Administrator, which may be given or withheld in its absolute discretion.

d) The Administrator will chair each Site Conference and will arrange for the recording of minutes. The Administrator shall, within five Business Days of each Site Conference, issue to the Contractor, a copy of the minutes. Within two Business Days of receipt of the copy of the minutes, the Contractor shall notify the Administrator in writing of any Item from the minutes which, in its opinion, has not been correctly recorded. Minutes of a Site Conference will be confirmed at the next Site Conference. The CLT (if any) may provide guidance to the parties in relation to the content of those minutes.

4.4 Contract Performance Assessment

a) The Administrator shall score on the Contractor's performance as set out in the Form C7901 on a monthly basis and hand over to the Contractor for any comments. The Contractor shall take all reasonable steps to provide additional comments in a timely manner.

b) Upon reaching Practical Completion and issuance of Final Certificate, the Administrator and the Contractor shall prepare detailed performance reports using Form C7902. The same

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

c) If required, a separate meeting may be arranged to discuss the Administrator's performance report or this topic can be accommodated as part of monthly Site Conferences. If a separate meeting is arranged then it should be attended by the Administrator and the Contractor and/or their senior representatives. Subject to the prior approval of the Administrator, which may be given or withheld in its absolute discretion, other persons may attend all or part of any performance assessment meeting, but members of the CLT (if any) may attend without the approval of the Administrator.

d) The Administrator shall take all reasonable steps in a timely manner to obtain the signature of the Contractor on the Form C7901 or C7902 and submit to the department's project manager or the Principal's Representative for comments and submission to the Prequalification and Contracts Unit.

e) The department's project manager or Principal's Representative, within reasonable time, shall include any comments and send a signed copy (portable document format or PDF) via electronic mail to:

Department of Transport and Main Roads, Program Management & Delivery
Attention: Prequalification and Contracts Unit
Email address: [redacted]

f) If the Administrator and department's project manager roles are shared by a same person, then the performance reports shall be reviewed by the Manager (Delivery) or Principal's Representative and any additional comments to be added prior to submission to the Prequalification and Contracts Unit.

g) The department's prequalification committee members or its nominees may attend any performance meetings including Site Conferences to discuss the contract performance without prior invitation and if necessary, moderate the scorings on behalf of the Principal.

5 Security and Retention Moneys

5.1 Purpose

a) The Primary Security, Retention Moneys, Retention Security, and any additional security are, subject to the provisions of Clause 5, for the purpose of (in order of priority):

i. ensuring the due and proper performance of the Contract by the Contractor (including the satisfaction of any debts due from the Contractor to the Principal and any Claims which the Principal may have against the Contractor), and

ii. satisfying Claims of Charge as provided in Clause 5.7.

b) The Subcontractor Payment Security is, subject to the provisions of Clause 5, for the purpose of (in order of priority):

i. satisfying Claims of Charge as provided in Clause 5.7, and

ii. ensuring the due and proper performance of the Contract by the Contractor (including the satisfaction of any debts due from the Contractor to the Principal and any Claims which the Principal may have against the Contractor).

5.2 Provision of security

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

5.3 Substitution of security for Retention Moneys

a) The Contractor may, at any time with the prior written consent of the Principal (which the Principal may give or withhold), lodge with the Administrator Retention Security in substitution for Retention Moneys (or the Principal's right to deduct Retention Moneys) as discussed under Clause 42.3.

b) If the Contractor provides such security, the Principal shall, to the extent of that security:

   i. not deduct Retention Moneys under Clause 42.3, and

   ii. release any Retention Moneys previously deducted under Clause 42.3 immediately upon the provision of such security.

5.4 Form of security

a) The Primary Security, the Retention Security and the Subcontractor Payment Security shall, in each case, be any of the following:

   i. an unconditional irrevocable bank guarantee from a bank as defined under s36 of the *Acts Interpretation Act 1954* in the forms included in the Tender Documents (Forms C7840, C7841, C7842, C7855) that:

      a) complies with the requirements of Part 2, Division 6 of the *Financial and Performance Management Standard 2009 (Qld)*, and

      b) is approved by the Principal in its absolute discretion

   ii. an unconditional irrevocable insurance bond from an insurance company, in the forms included in the Tender Documents (Forms C7843, C7844, C7845, C7856), that:

      a) complies with the requirements of Part 2, Division 6 of the *Financial and Performance Management Standards 2009 (Qld),* and

      b) is approved by the Principal in its absolute discretion

   iii. If the security provider has stopped being an approved security provider, the Contractor shall, immediately upon request by the Principal, substitute that bank guarantee or insurance bond submitted to the Principal.

b) The costs of and incidental to providing any security (including all stamp duty and other taxes payable in respect of the security) shall be borne by the Contractor.

5.5 Conversion of security

a) The Principal may convert into money at any time, such part of the Primary Security, the Retention Security and/or any additional security provided pursuant to Clause 42 that does not consist of money, whether or not it is entitled to exercise a right under the Contract in respect of the security.

b) The Principal shall not be liable in any way for any loss occasioned by the conversion of any security into money whether that conversion is done pursuant to this Clause 5.5 or any other clause.

5.6 Recourse to security and Retention Moneys

a) The Principal may have recourse to the Primary Security, the Retention Security and/or the Retention Moneys if:

   i. the Principal has become entitled to exercise a right under the Contract in respect of any such security and/or Retention Moneys, and/or

   ii. the Principal has received a Notice of Claim.

b) The Principal may have recourse to the Subcontractor Payment Security if:

   i. the Principal has received a Notice of Claim, and/or

   ii. the Principal has otherwise become entitled to exercise a right under the Contract in respect of that security (and notwithstanding any other provision of the Contract, the Principal shall not be so entitled until three months after the date of issue of the Final Certificate, and, even then, the Principal shall only be so entitled if it has exercised its powers under Clause 5.7(a)(ii) in respect of any Notices of Claim which it has received).

c) Nothing in any other part of Clause 5 shall limit the Principal's rights under Clause 5.5 or oblige the Principal to have recourse to any security and/or Retention Moneys where the Principal has received a Notice of Claim.

5.7 Notice of Claim received

a) Where the Principal has received a Notice of Claim, the moneys mentioned in Clauses 5.7(b)(i) to (b)(vi):

   i. shall, for the purposes of Section 109(1) of the *Payments Act*, be deemed to be moneys payable to the Contractor by the Principal under the Contract, and

   ii. may, in respect of any Notice of Claim, be retained by the Principal in accordance with Section 126(2) of the *Payments Act* or be used by the Principal to make a payment into court under Section 126(4) of the *Payments Act*.

b) The moneys mentioned in Clause 5.7(a) are:

   i. the moneys resulting from the conversion into money of any part of the Subcontractor Payment Security that did not consist of money

   ii. the moneys resulting from the conversion into money of any part of the Primary Security that did not consist of money (but only the balance remaining after the Principal has exercised all of its rights against such moneys)

   iii. the balance of the Retention Moneys after the Principal has exercised all of its rights against such moneys, and

   iv. the moneys resulting from the conversion into money of any part of the Retention Security that did not consist of money (but only the balance thereof remaining after the Principal has exercised all of its rights against such moneys).

c) If any part of the Primary Security, the Retention Security, the Subcontractor Payment Security, the moneys resulting from the conversion into money of any of those securities or the Retention Moneys is retained by the Principal or paid into

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

5.8 Reduction of security and Retention Moneys

a) Upon the issue of the Certificate of Practical Completion, the Principal's entitlement to:

   i. the Primary Security

   ii. the Retention Moneys, and

   iii. the Retention Security

   shall be reduced to the percentage stated in Item 11B.

b) Subject to Clause 5.8(a), if, in the opinion of the Administrator, it is reasonable to further reduce the Principal's entitlement to the Primary Security, the Retention Security and/or the Retention Moneys, that entitlement shall be reduced to the amount which the Administrator determines to be reasonable.

c) The Principal shall, within 10 Business Days of the Administrator making such a determination, release the Primary Security, the Retention Security and/or the Retention Moneys (as the case requires) in excess of the entitlement determined by the Administrator.

5.9 Release of security

a) If the Contractor has provided additional security pursuant to Clause 42.4, the Principal shall, at the request of the Contractor, release that additional security within 10 Business Days of the incorporation into the Works of the unfixed plant or materials in respect of which the additional security was provided.

b) On achieving Practical Completion, any additional securities requested by the Principal from the Contractor at award stage, shall be released by the Principal within 10 Business Days of being notified by the Administrator to release such securities.

c) Where the Final Certificate shows that there is no balance owing by the Contractor to the Principal, the Principal shall, subject to the provisions of Clause 5:

   i. within 10 Business Days of the issue of the Final Certificate, release to the Contractor any Primary Security, Retention Security or Retention Moneys then held by the Principal, and

   ii. within four months after the issue of the Final Certificate, release to the Contractor any Subcontractor Payment Security then held by the Principal.

5.10 Interest on security and Retention Moneys

a) The Principal shall own any interest earned on:

   i. any Primary Security, Retention Security, Subcontractor Payment Security and/or additional security provided under Clause 42.4, which is converted into money, and

ii. any Retention Moneys.

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

5.11 Deed of guarantee, undertaking and substitution

Where:

a) the Contractor is a Corporation that is related to, or is a Subsidiary of, another Corporation, and

b) the Principal has included in the Tender Documents a Form of deed of guarantee, undertaking and substitution

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

5.12 Composite securities

a) In this Clause 5.12, a reference to a Security is a reference to a Primary Security, a Retention Security, a Subcontractor Payment Security, an additional security provided under Clause 42.4 or any other bank guarantee or insurance bond provided as a security in relation to this Contract, as applicable.

b) If the Contractor provides a Security to the Principal in accordance with this Contract that is comprised of two or more bank guarantees or insurance bonds, the Principal:

i. by accepting the provision of that Security in that form, does not limit or restrict the Principal's absolute discretion in deciding which of those bank guarantees or insurance bonds to have recourse to; and

ii. in having recourse to that Security, is not obliged to do so in a proportional or prorated manner as between the bank guarantees or insurance bonds comprising that Security.

c) Where:

i. the Contractor is comprised of two or more entities; and

ii. those entities elect to satisfy the Contractor's obligation to provide Security to the Principal by each entity providing part of that Security to the Principal,

Clause 5.12(b) will apply as though each entity's bank guarantee or insurance bond is a separate bank guarantee or insurance bond provided by the Contractor which together comprise the Security provided by the Contractor.

d) Where the Contractor is comprised of two or more entities, Clause 50.1 is not amended, waived or otherwise affected by the Principal accepting the provision of Security in the manner described in Clauses 5.12(b) or (c) (as applicable).

6 Evidence of Contract

6.1 Contract in absence of Formal Instrument of Agreement

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

6.2 Formal Instrument of Agreement

a) Item 12A specifies that a Formal Instrument of Agreement is required. The Principal shall prepare in triplicate a Formal Instrument of Agreement and shall, within 20 Business Days after the Date of Acceptance of Tender, forward it to the Contractor with a request that it be executed.

b) Within 10 Business Days after being requested in writing by the Principal so to do, the Contractor shall execute all three copies of the Formal Instrument of Agreement in the manner directed in writing by the Principal and return them to the Principal.

c) Within 10 Business Days after receipt from the Contractor of the three copies of the Formal Instrument of Agreement duly executed by the Contractor, the Principal shall execute all three copies and forward one copy to the Contractor.

d) The Administrator may extend the periods under Clause 6.2 by notice in writing to the parties.

e) The Principal shall bear the cost of any stamp duty payable on the Contract.

f) Notwithstanding any other provision of the Contract, and without prejudice to any other right or remedy which the Principal may have, if the Contractor has failed to comply with this Clause 6.2, the Principal may withhold payment until the Contractor complies with this Clause 6.2.

6.3 Collusive arrangements

The Contractor warrants and represents to the Principal that:

a) it had no knowledge of the Tender Price of any other Tenderer for the Work Under the Contract at the time of submission of its Tender

b) except as disclosed in its Tender, it has not entered into any Contract, arrangement or understanding to pay or allow to be paid any money directly or indirectly to a trade or industry association (above the published standard membership fee) or to or on behalf of any other Tenderer in relation to its Tender or this Contract, nor paid or allowed to be paid any money on that account

c) except by prior agreement with the Principal, it has not paid or allowed to be paid or entered into any Contract, arrangement or understanding to pay or allow to be paid any money directly or indirectly to or on behalf of any other Tenderer nor received any money or allowance from or on behalf of any other Tenderer in relation to its Tender or this Contract, nor will it pay or allow or receive any money, and

d) if, without the Principal's prior agreement, it receives or has received any money or allowance from any other Tenderer in relation to its Tender, the other Tenderer's Tender or this Contract, then without prejudice to any other right or remedy of the Principal, such money or allowance

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

7 Service of notices

7.1 Notice requirements

a) Subject to Clause 7.1(b), a notice, request, consent, approval, direction or other communication (notice) under or for the purposes of the Contract shall be:

   i. in writing, in English and addressed to the receiving party, and
   ii. either:
      a. sent by registered post to or left at the address specified in Item 4B, 5B or 6B (as the case may be)
      b. handed to the other party and/or the Administrator (as the case may be)
      c. sent by email to the email address specified in Item 4D, 4F, 5C or 6D (as the case may be), or
      d. sent via a proprietary document management system which the parties have agreed in writing may be used for the purpose of giving a notice under the Contract.

b) Service of a notice under Clauses 44.2, 44.4, 44.7, 44.9 or 47.1 shall only be valid if effected in accordance with Clause 7.1(a)(ii)(a) or 7.1(a)(ii)(b).

7.2 Time of receipt

A notice is deemed to have been received:

a) if sent by registered post, on the third Business Day (or the 10th Business Day if posted to or from a place outside Australia) after posting

b) if delivered personally, upon delivery

c) if sent by email:

   i. on a Business Day, on dispatch of the transmission, or

   ii. on a Day other than a Business Day, on the next Business Day

   unless the sender's server indicates a malfunction or error in transmission or the recipient within four hours of sending notifies the sender of an incomplete transmission, or

d) if sent via any proprietary document management system which the parties have agreed may be used for the purpose of giving a notice under the Contract, upon notification from that system to the recipient of the notice having been delivered on the proprietary document management system.

7.3 Notice details

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

7.4 Service of payment Claims

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

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

8 Contract documents

8.1 Order of precedence of documents

a) The Contract is comprised of the documents listed in the Formal Instrument of Agreement (or the Letter of Acceptance, unless and until a Formal Instrument of Agreement is executed by the parties).

b) Unless otherwise expressly stated in the Formal Instrument of Agreement or the Letter of Acceptance (as the case may be) or in a version of Form C7871 attached to the Formal Instrument of Agreement or Letter of Acceptance, the following order of precedence shall apply where there is any ambiguity, discrepancy or inconsistency between the documents comprising the Contract, with the higher in the list having a higher priority:

i. Formal Instrument of Agreement

ii. Letter of Acceptance, including any post-Tender correspondences and the Schedule of Deviations (if applicable) listed or referred to in the Letter of Acceptance

iii. notices to Tenderers

iv. Special Conditions of Contract (Annexure D to these General Conditions of Contract) if any

v. these General Conditions of Contract, including:

a) Annexure A (Contract Details)

b) Annexure B (Commercial Framework)

c) Annexure C (Certification Functions of the Administrator), and

d) Clause Bank (C7836)

vi. Project Specific Specifications including MRTS Annexures

vii. Project Specific Drawings

viii. Standard Specifications

ix. Standard Drawings

x. Conditions of Tendering and Conditions of Tendering Annexure

xi. Completed Tender Form and Tender Schedules

xii. Other Contract Documents.

8.2 Discrepancies

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

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

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

8.3 Dimensions

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

8.4 Supply of documents and information by Principal

a) The Principal shall supply to the Contractor the number of copies stated in Item 13A of the Drawings, Specifications and Other Documents required by the Contract to be supplied to the Contractor by the Principal. Documents supplied to the Contractor by the Principal shall remain the property of the Principal and shall be returned by the Contractor to the Principal on demand in writing. The documents shall not, without the prior written approval of the Principal, be used, copied or reproduced for any purpose other than the execution of the Work Under the Contract.

b) The Contractor warrants that it has and it shall be deemed to have:

i. examined carefully and to have acquired actual knowledge of the contents of the Contract documents, the Principal's Requirements (if applicable), the Tender Documents and any other information made available in writing by the Principal or any other person on the Principal's behalf to the Contractor for the purpose of preparing and submitting the Contractor's Tender

ii. examined all information relevant to the risks, contingencies and other circumstances which could affect the Contractor's Tender and which was obtainable by the making of detailed enquiries

iii. informed itself of the nature of the work and materials necessary for the execution of the Work Under the Contract and the means of access to and facilities at the Site and transport facilities for deliveries to or from the Site

iv. informed itself as to the availability and cost of labour including the costs of complying with obligations imposed by any agreement between the relevant building industry unions and employers relating to the execution of construction and building work similar to the Work Under the Contract

v. satisfied itself as to the correctness and sufficiency of the Contract Sum and that the Contract Sum covers the cost of complying with all its obligations under the Contract and of all matters and things necessary for the due and proper performance and completion of the Work Under the Contract

vi. informed itself of all requirements of the Authorities in relation to the Work Under the Contract generally, and without limiting the generality of the foregoing, in relation to measures necessary to protect the environment from any adverse effect or damage arising from execution of the Work Under the Contract

vii. obtained all appropriate professional and technical advice on all matters and circumstances with respect to the matters referred to in Clause 8.4(b)(i) to (vi) prior to submitting its Tender for the Work Under the Contract, and

viii. entered into this Contract based on its own investigations, interpretations, deductions, information and determinations and the Contractor acknowledges that it is aware that the Principal has entered into the Contract relying upon this acknowledgment and warranty.

c) Failure by the Contractor to do all or any of the things it is deemed to have done under Clause 8.4(b) will not relieve the Contractor of any of its obligations or liabilities under the Contract, including its obligation to perform and complete the Work Under the Contract in accordance with the Contract.

8.5 Supply of documents by Contractor

a) If the Contract requires the Contractor to supply documents, the Contractor shall supply the number of copies stated in Item 13C.

b) If the Contractor submits documents to the Administrator, then:

i. the Administrator shall not be bound to check the documents for errors, omissions or compliance with the requirements of the Contract

ii. notwithstanding the provisions of Clauses 3.2.1 or 23, the Administrator's approval or direction as to suitability shall not relieve the Contractor from responsibility for the Contractor's errors or omissions or compliance with the requirements of the Contract

iii. if the Contract provides that the Contractor must obtain the Administrator's direction whether documents are suitable or are not suitable then within the time stated in Item 13D after receipt of the documents, the Administrator shall notify the Contractor that the documents are suitable or are not suitable

iv. if the Administrator notifies the Contractor that the documents are not suitable, the Administrator shall give reasons why the documents are not suitable and the Contractor shall submit new or amended documents for the Administrator direction under this Clause 8.5 within five Business Days after receipt of the Administrator's notice

v. the Administrator shall not reject documents which are in accordance with the requirements of the Contract.

c) Copies of documents supplied by the Contractor shall be the property of the Principal but shall not be used or copied otherwise than for the use, maintenance or alteration of the Works.

8.6 Design by Contractor

8.6.1 Definitions

a) This Clause 8.6 only applies where Item 14A specifies the Contractor is required to design a Defined Part or where the Contractor has proposed an Alternative Tender that the Principal has accepted at the time of tendering and the Alternative Tender involved Contractor-supplied design.

b) The parties agree that the Principal or the Administrator (as the case may be) may act in its absolute discretion when exercising any of its rights under Clause 8.6.

c) Unless the context requires otherwise, in this Clause 8.6 and any other part of the Contract relating to work to be designed by the Contractor:

i. 'Contractor's Construction Drawings' means the drawings prepared by, or on behalf of, the Contractor which are necessary for the construction and/or installation of the Defined Part.

ii. 'Contractor's Construction Specifications' means the specifications prepared by, or on behalf of, the Contractor which are necessary for the construction and/or installation of the Defined Part.

iii. 'Contractor's Design' means the design for the Defined Part which has been accepted pursuant to Clause 8.6.9(c)(i) or is deemed to have been accepted pursuant to Clause 8.6.11 and includes:

a) the Contractor's Construction Drawings, the Contractor's Construction Specifications and all other Drawings, Specifications, manuals, designs (including systems designs) and other information, calculations, samples, models, patterns and the like, and

b) any new software and any customised, modified or extended parts of any existing software (including associated data and documentation)

required for the construction and/or installation of the Works or which the Contract requires the Contractor to create or cause to be created or to provide (in all forms, including electronic) and which has become the Contractor's Design in accordance with Clause 8.6.8.

iv. 'Contractor's Designer' means the consultants and/or employees stated in the Contractor's Tender or any replacement Designer approved by the Administrator under Clause 8.6.4, being the Designers engaged by the Contractor for the purpose of preparing the Contractor's Design and providing required Certificates.

v. 'Defined Part' means that part of the Work Under the Contract specified in Item 14B which is to be designed and constructed by the Contractor, including all necessary interfaces with the remainder of the Work Under the Contract.

vi. 'Designer's Certificate' means a certificate in the form of Form C7859.

vii. 'Designer's Deed of Covenant' means the deed between the Principal, the Contractor and the Contractor's Designer referred to in Clause 8.6.4, in the form of Form C7854.

viii. 'Principal's Requirements' means the written summary or outline of the Principal's requirements for the Defined Part described in the documents stated in Item 14C or in any relevant design provided by the Principal.

8.6.2 Contractor's warranties

The Contractor warrants that:

a) it shall at all times be suitably qualified and experienced, and shall exercise due skill, care and diligence in the execution and completion of the design of the Defined Part

b) the design of the Defined Part will be carried out and completed in accordance with the requirements of the Contract, and:

i. such design will satisfy the Principal's Requirements and be fit and adequate for the purposes stated in, or that can be reasonably implied from the Contract, and suitable and adequate for the Site, and

ii. construction in accordance with such design will comply with the standards and other requirements specified by this Contract

c) it will construct the Defined Part in accordance with the Contractor's Design:

i. in a proper and workmanlike manner

ii. using material of the nature described in the Contract which is of merchantable quality fit and adequate for its intended purpose, or failing any specific description, then using material of the best quality available which is of merchantable quality and fit and adequate for its intended purpose

d) the Defined Part will, when constructed:

i. satisfy the Principal's Requirements and be fit and adequate for the purposes stated in, or that can be reasonably implied from, the Contract and be suitable and adequate for the Site, and

ii. comply with all the requirements of the Contract, including all Legislative Requirements and the requirements of all Authorities, and

e) it will apply for, and obtain (or cause to be applied for and obtained) and will maintain, all certificates, licenses, consents, permits and other approvals of any Authority necessary for:

i. the execution of the Defined Part, and

ii. the occupation and use of the Defined Part.

8.6.3 Contractor's liabilities, obligations and warranties unaffected

The warranties in Clause 8.6.2 shall remain unaffected, notwithstanding:

a) any design work in respect of the Defined Part may have been carried out by, or on behalf of, the Principal

b) any comment upon, response to, review or acceptance of, giving or withholding of permission to use, approval to proceed with, direction or query in relation to or request to vary any Contractor's Construction Drawing or Contractor's Construction Specification or any part of the quality assurance system (in so far as it relates to the Defined Part), by the Principal, the Administrator or any agent, employee or consultant of the Principal

c) any acceptance of a Drawing or Specification pursuant to Clause 8.6.9(c)(i) or deemed acceptance pursuant to Clause 8.6.11

d) any variation directed or approved by the Principal in accordance with Clause 40, or

e) the provision of any warranty under Clause 30.10.

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

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

b) Before commencing any Work Under the Contract in respect of the Defined Part, the Contractor shall ensure that the Contractor's Designer takes out a professional indemnity insurance policy:

   i. for a total aggregate of not less than the sum stated in Item 14D covering, among other things, Claims by the Principal, its employees and agents and third parties against the Contractor or the Contractor's Designer or by any other person arising out of or incidental to any negligent act, error or omission by the Contractor or the Contractor's Designer in connection with the professional activities and duties of the Contractor or the Contractor's Designer, and

   ii. which is maintained until the Final Certificate is issued under Clause 42.8 and, after that, time for the period stated in Item 14E.

c) The Contractor shall, if requested by the Principal, within five Business Days of the later of:

   i. the Date of Acceptance of Tender, or

   ii. the date the Contractor's Designer is engaged by the Contractor

   complete and execute, and procure the Contractor's Designer to complete and execute, a Designer's Deed of Covenant and deliver it to the Administrator.

d) If having been requested by the Contractor to execute a Designer's Deed of Covenant, the Contractor's Designer fails to do so in the required Form and within the time period prescribed by this Clause 8.6.4, the Contractor shall, provided it has obtained the prior written approval of the Administrator, terminate the engagement of the Contractor's Designer and the Contractor shall nominate a further Designer for the approval of the Administrator. If the Administrator approves the replacement Designer, the provisions of this Clause 8.6.4 shall apply with respect to that Designer.

8.6.5 The Contractor's Design

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

a) are in accordance with the Principal's Requirements

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

c) are sufficient to enable the Contractor to construct and complete the Defined Part.

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

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

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

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

8.6.7 No obligations to review or check Drawings and Specifications

a) Neither the Principal nor the Administrator is required to review or check any Drawings or Specifications submitted by the Contractor under Clause 8.6.6 or 8.6.10(a) or any reasons or supporting information submitted by the Contractor under Clause 8.6.10(b):

   i. for errors, omissions or compliance with the Contract (including the Principal's Requirements), or

   ii. for any other purpose whatsoever.

b) The Contractor acknowledges that in considering and responding to any Drawings or Specifications submitted by the Contractor (if any such consideration occurs or response is given), the Principal and the Administrator will be relying upon:

   i. the advice, skill and judgment of the Contractor and the Contractor's Designer

   ii. the Designer's Certificate provided under Clauses 8.6.6 and 8.6.10(a)

   iii. any reasons and supporting information given by the Contractor under Clause 8.6.10(b), and

   iv. the warranties given by the Contractor under the Contract.

c) No review of, comments upon, rejection of, or failure to review or comment upon or reject, any Drawings or Specifications submitted by the Contractor or any other direction by the Principal or Administrator about such Drawings or Specifications forming part of the Contractor's Design will:

   i. relieve the Contractor from, or alter or affect, the Contractor's liabilities or responsibilities whether under the Contract or otherwise according to law, or

   ii. prejudice the Principal's rights against the Contractor whether under the Contract or otherwise according to law.

8.6.8 Permission to use required before construction

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

a) the Administrator has accepted the Contractor may use those Drawings and Specifications for the construction of the Defined Part in accordance with Clause 8.6.9(c)(i), or

b) the Administrator is deemed to have accepted those Drawings or Specifications may be used by the Contractor for the construction of the Defined Part as provided in Clause 8.6.11.

8.6.9 Giving and withholding permission to use

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

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

b) resubmitted Drawings and Specifications and the accompanying Designer's Certificate in accordance with Clause 8.6.10(a), or

c) reasons and supporting information in accordance with Clause 8.6.10(b) concerning Drawings and Specifications for which the Administrator has previously withheld permission to use

as the case may be, the Administrator may either:

i. give the Contractor notice in writing that it accepts use of the relevant Drawings and Specifications by the Contractor for the construction of the Defined Part, or

ii. advise the Contractor in writing that it does not accept such Drawings or Specifications and give the Contractor brief reasons for withholding permission.

8.6.10 Where permission to use is withheld

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

a) amend the Drawing or Specification and resubmit it to the Administrator together with an accompanying Designer's Certificate in accordance with Clause 8.6.6, or

b) submit written reasons and supporting information to the Administrator stating why use of the Drawing or Specification should be accepted.

8.6.11 Deemed permission to use

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

a) a Drawing or Specification and the accompanying Designer's Certificate in accordance with Clause 8.6.6

b) a resubmitted Drawing or Specification and the accompanying Designer's Certificate in accordance with Clause 8.6.10(a), or

c) reasons and supporting information in accordance with Clause 8.6.10(b) concerning a Drawing or Specification for which the Administrator has previously withheld permission to use

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

8.6.12 Documents become part of the Contractor's Design

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

a) when the Administrator has accepted that Drawing or Specification may be used by the Contractor for the construction of the Defined Part pursuant to Clause 8.6.9(c)(i), or

b) where such acceptance is deemed to have occurred pursuant to Clause 8.6.11.

8.6.13 Documentation program

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

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

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

8.6.14 No departure from Contractor's Design

a) The Contractor shall carry out and complete the Defined Part strictly in accordance with the Contractor's Design.

b) The Contractor shall not depart from, or change, the Contractor's Design unless the departure or change (including a departure or change required by a variation directed by the Administrator under Clause 40.1):

i. is not inconsistent with the Principal's Requirements or any other Contract requirements, and

ii. will not materially affect the design and construction of the Defined Part.

c) Where there is any departure or change to the Contractor's Design pursuant to Clause 8.6.14(b), the Contractor shall prepare Drawings and Specifications in relation to the departure or change in accordance with Clause 8.6.5 and submit them, together with relevant Designer's Certificates, in accordance with Clause 8.6.6 and the Administrator shall be deemed to have accepted those Drawings and Specifications in accordance with Clause 8.6.11.

d) If any departure or change to the Contractor's Design is inconsistent with the Principal's Requirements or any other Contract requirements or will materially affect the Defined Part, the Contractor shall resubmit Drawings and Specifications in relation to the departure or change in accordance with Clause 8.6.6 and Clauses 8.6.6 to 8.6.12 shall apply in respect of those resubmitted Drawings and Specifications.

e) No acceptance or deemed acceptance by the Administrator in connection with a departure from or change to a Contractor's Design as contemplated by this Clause 8.6.14 shall:

i. constitute, or be treated as, a variation direction by the Administrator under Clause 40.1

ii. entitle the Contractor to any additional payment or any extension of the Date of Practical Completion, or

iii. affect the warranties or obligations of the Contractor under Clause 8.6.2.

8.6.15 Copyright in design

a) The Contractor warrants that:

i. it and/or the Contractor's Designer owns the copyright in all of the Drawings and Specifications prepared by them for the purposes of the construction of the Defined Part, and

ii. it has the right and the Authority to grant the licence mentioned in Clause 8.6.15(b).

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

c) Where the Principal uses any of the documents mentioned in Clause 8.6.15(a)(i) other than for the purposes of this Contract or in connection with the Work Under the Contract, it does so at its own risk.

8.6.16 Conditions precedent to issue of Certificate of Practical Completion

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

a) three sets of as-constructed Contractor's Construction Drawings and Contractor's Construction Specifications in a Form and containing such details as may be required by the Administrator

b) a Designer's Certificate certifying that the as-constructed Contractor's Construction Drawings and Contractor's Construction Specifications comply with the requirements of the Contract and the Contractor's Design, and

c) records and reporting relevant to Work Under the Contract required by legislation, government policy or specific contractual conditions, provided in electronic form unless otherwise agreed by the Administrator.

8.6.17 Ambiguities and discrepancies in the Contractor's Design

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

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

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

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

8.7 Workshop drawings

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

8.8 Availability of documents

a) While Work Under the Contract is being performed, one complete set of Drawings, Specifications and other written information supplied by the Principal, the Administrator and the Contractor shall be kept by the Contractor at the Site or other location approved in writing by the Principal and shall be available at all times for reference by the Principal, the Administrator and any persons nominated in writing by either of them.

b) During the manufacture or assembly of any significant part of the Work Under the Contract away from the part of the Site where the Works are to be constructed, a set of the Drawings and written information relevant to that part of the work shall be kept by the Contractor at the place of manufacture or assembly and shall be available for reference by the Principal, the Administrator and any person nominated in writing by either of them.

8.9 Confidential information

a) Drawings, Specifications and other information, samples, models, patterns and the like, supplied by either the Contractor or the Principal and marked or otherwise identified as confidential, shall be regarded as confidential and shall not be disclosed to a third party except with the prior agreement of the other party to the Contract.

b) If required in writing by a party, the other party shall enter into a separate agreement not to disclose to anyone else any confidential matter even after the issue of the Final Certificate pursuant to Clause 42.8 or the earlier termination of the Contract.

8.10 Information Privacy Act 2009

a) The Contractor acknowledges that the Contractor is a Bound Contracted Service Provider and the Information Commissioner's (as defined under the Act) functions include conducting reviews into Personal Information handling practices of Bound Contracted Service Providers and conducting compliance audits to assess Bound Contracted Service Providers' compliance with the privacy principles.

b) The Contractor shall promptly advise the Principal of any:

   i. enforcement of the Contractor's obligations under the *Information Privacy Act 2009* (Qld) in connection with the Contract, including enforcement through Compliance Notices given to the Contractor, and

   ii. Privacy Complaints in connection with the Contractor's discharge of its obligations under the Contract, including any Privacy Complaints to which the Contractor is a respondent.

c) The Contractor shall take any actions reasonably required by the Principal in connection with the matters referred to in Clause 8.10(b), including steps to comply with any Compliance Notice.

d) The Contractor shall keep the Principal informed about actions of the Information Commissioner in connection with the Contract of which the Contractor becomes aware.

e) The Contractor shall immediately notify the Principal if the Contractor becomes aware that disclosure of Personal Information held in relation to this Contract is, or may be, required or authorised by law.

f) Where:

i. an individual makes an application to the Principal for access to, or amendment of, a Document containing the individual's Personal Information, whether the application is made under the *Information Privacy Act 2009* (Qld) or otherwise, or

ii. a Privacy Complaint is made to the Principal, including any Privacy Complaints to which the Principal is a respondent, the Contractor shall, as soon as possible following the Principal's request, but no later than two Business Days after such request from the Principal:

a) submit to the Principal any Document specified by the Principal

b) amend or notate any Document specified by the Principal

c) provide information to the Principal concerning the Contractor's discharge of its obligations under this Clause 8.10, and

d) take other reasonable actions required by the Principal.

g) The Principal may request the Contractor to comply with privacy and security measures under the *Information Privacy Act 2009* (Qld) and the *Right to Information Act 2009* (Qld). Such request will be in writing.

h) In relation to this Clause 8.10, the Administrator shall act as an agent of the Principal.

i) Following the issuing of the Certificate of Practical Completion and prior to the issue of the Final Certificate, the Contractor shall forward any Personal Information on members of the community held by the Contractor to the Principal. Following confirmation of receipt by the Principal, the Contractor shall destroy all such information in the Contractor's possession.

j) This Clause 8.10 survives termination or expiry of the Contract.

8.11 Media releases and communication material

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

9 Assignment and subcontracting

9.1 Assignment

a) Neither party shall, without the prior written approval of the other, and except on such reasonable terms and conditions as are determined in writing by the other, assign the Contract or any payment or any other right or benefit or interest thereunder.

b) The Contractor shall not without the written approval of the Administrator allow a Subcontractor to assign a subcontract or any payment or any other right, benefit or interest under a subcontract.

9.2 Subcontracting

9.2.1 Prior consent required

The Contractor shall not:

a) subcontract the whole of the Work Under the Contract

b) subcontract or allow a Subcontractor to subcontract any Work Under the Contract, if:

i. the value of the Work Under the Contract to be subcontracted exceeds the amount specified in Item 15A, or

ii. the Work Under the Contract to be subcontracted is subject to the requirements in Clause 9.3 in relation to registered suppliers

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

9.2.2 Subcontractor documents

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

a) include the Best Practice Principles in the tender documents when selecting Subcontractors to undertake work under the Contract

b) supply to the Administrator the proposed tender documents for Subcontractors in a form satisfactory to the Administrator and which complies with the Contract before a tender is let and the Administrator may comment on or issue directions to the Contractor in respect of the proposed tender documents, although the Administrator is not bound to or to check for errors, omissions or compliance with the Contract

c) if, for any reason, the Contractor modifies the proposed tender documents after they have been supplied to the Administrator in accordance with Clause 9.2.2(b), the Contractor shall supply the modified tender documents to the Administrator, together with details of and reasons for the modification

d) finalise the proposed tender documents having regard to any comment and in compliance with any direction received from the Administrator

e) not commence tendering of a Subcontract until the expiration of five Working Days after the receipt of the final version of the proposed tender documents by the Administrator, unless otherwise agreed in writing with the Administrator.

f) provide Subcontract tenderers with the Best Practice Industry Conditions and the following guidance examples of best practice in relation to the Best Practice Principles, which are examples only and are not comprehensive, compulsory or exhaustive:

i. demonstrated commitment to training, including the engagement of apprentices and trainees

ii. demonstrated history of compliance with industrial laws, including work health and safety laws, and

iii. collective agreements that provide wages and conditions that attract a high quality and skilled workforce and tenderers may obtain further examples of such agreements at the following page on the Fair Work Australia website https://www.fwc.gov.au/awards-and-agreements/agreements

g) require Subcontract tenderers to:

(i) demonstrate as part of their tender, how they propose to address each of the Best Practice Principles

(ii) demonstrate as part of their tender, how their terms and conditions of employment for the Subcontractor's personnel who will perform work under the Contract, compare to the Best Practice Industry Conditions

(iii) acknowledge that information relating to the Subcontractor relevant to the evaluation criteria that may be held by any Government Department or Instrumentality may be obtained by or made available to the Principal for its information and verification, and

(iv) execute a deed poll in favour of the Principal in the form set out in Schedule [X] and provide this as part of their tender

h) ensure evaluation of subcontract tender responses against clear evaluation criteria and weightings, including evaluation of the terms and conditions of employment for the Subcontractor's personnel who will perform work under the Contract, against the Best Practice Industry Conditions

i) record all evaluation findings and, if requested, submit these to the Administrator at the completion of each subcontract evaluation

j) include provisions in any resulting subcontract requiring the Subcontractor to:

(i) fulfil the commitments made in its tender in respect of the Best Practice Principles, and

(ii) provide terms and conditions of employment for the Subcontractor's personnel who will perform work under the Contract, in accordance with the accepted Subcontractor's tender

(iii) submit Subcontractor statutory declarations as contemplated by Clause 43e).

~~9.2.2~~9.2.3 Details of proposed Subcontractors

a) In seeking approval to subcontract any part of the Work Under the Contract, the Contractor shall provide to the Administrator:

i. particulars in writing of the work to be subcontracted and the name and the address of the proposed Subcontractor, and

ii. any other information which the Administrator reasonably requests, including the proposed subcontract documents (without prices).

b) Within 10 Business Days of receiving the information required to be provided by the Contractor pursuant to Clause 9.2.2(a), the Administrator shall consider the request for approval and advise the Contractor of its approval or provide reasons why approval is not given.

c) In considering a request for approval to subcontract under this Clause 9.2.2, the Administrator may consider the proposed Subcontractor's:

i. commitments in respect of the Best Practice Principles and the Best Practice Industry Conditions

~~i.~~ii. management capability in quality, work health and safety and environmental management, and

~~ii.~~iii. technical experience and capability.

d) The Administrator's approval to subcontract under this Clause 9.2.2 may be conditional upon the subcontract, including:

   i. provision that the Subcontractor shall not assign or subcontract without the consent in writing of the Contractor, and

   ii. provisions which may be reasonably necessary to enable the Contractor to fulfil the Contractor's obligations to the Principal.

9.3 Registered suppliers

a) Without limiting the Contractor's obligations under Clause 9.2, the Contractor shall only use registered suppliers in respect of the Work Under the Contract which is covered by the Department's relevant registration categories.

b) The registered suppliers and registration categories may be amended at any time and from time to time by the Principal and are available at the Principal's website.

c) Where a registered supplier is removed from the register after the Administrator has granted approval of that Subcontractor, the Contractor shall continue to fulfil that registered supplier's obligations under the Contract.

d) The Contractor shall ensure that any special conditions imposed on the Registered Suppliers as part of registration be complied.

9.4 Contractor's responsibility

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

10 Selected and Nominated Subcontractors

10.1 Selected Subcontract

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

10.2 Nominated Subcontract

a) At such time as is necessary to avoid delay to the Contractor, the Contractor shall subcontract the Nominated Subcontract Work to a Nominated Subcontractor.

b) If the Contract provides that the Principal may assign to the Contractor the benefit of a prior Contract made between the Principal and a Nominated Subcontractor, the Contractor shall, when directed by the Administrator, accept the assignment of that prior Contract. If the Contract provides that the Principal may novate to the Contractor a prior Contract made between the Principal and a Nominated Subcontractor in respect of Nominated Subcontract Work, the Contractor shall, when directed by the Administrator, execute a deed of novation of that prior Contract in the Form included in the Tender Documents (Form C7849) and unless the Contract otherwise provides, the Contractor shall give the Principal credit for payment made by the Principal to the Nominated Subcontractor in respect of the Nominated Subcontract Work.

c) The Contractor shall ensure that the provisions of the subcontract with a Nominated Subcontractor provides:

i. that in respect of the Nominated Subcontract Work, the Nominated Subcontractor will undertake the Contractor obligations and liabilities to enable the Contractor to discharge the Contractor's obligations and liabilities to the Principal under the terms of the Contract

ii. that the Nominated Subcontractor will indemnify the Contractor against loss resulting from any failure by the Nominated Subcontractor to perform such obligations or fulfil such liabilities

iii. that the Nominated Subcontractor will indemnify the Contractor against loss resulting from any negligence by the Nominated Subcontractor and the Nominated Subcontractor's servants and agents and against any misuse by them of any Constructional Plant or Temporary Works provided by the Contractor for the purposes of the Contract

iv. that the Nominated Subcontractor will lodge security in a Form provided by Clause 5.4 and that security and Retention Moneys shall be calculated on the same scale and on the same basis respectively as apply in the Contract, and

v. rights and obligations equivalent to those in Clause 44.

10.3 Provisions applying generally to Selected and Nominated Subcontract Work

a) The Contractor shall be fully responsible to the Principal for the Selected or Nominated Subcontract Work, including design, suitability, quality and workmanship.

b) Except as specified in this Clause 10, and subject to any reasonable objection made by the Contractor pursuant to this Clause 10:

i. the Principal shall have no liability to a Selected or Nominated Subcontractor arising from the subcontract between the Contractor and the Selected or Nominated Subcontractor, and

ii. the Principal shall not be liable to the Contractor for any act, default or omission or breach of Contract by a Selected or Nominated Subcontractor, arising from the subcontract between the Contractor and the Selected or Nominated Subcontractor.

10.4 Direct payment of Nominated Subcontractor

a) In respect of Nominated Subcontract Work performed by a Nominated Subcontractor, the Principal shall make payment directly to the Nominated Subcontractor. Except where the Contractor has accepted an assignment of the benefit of a prior Contract made between the Principal and a Nominated Subcontractor:

i. such payment shall be made on behalf of the Contractor, and

ii. if the Contractor reasonably requests the Principal in writing not to make a payment to the Nominated Subcontractor, the Principal shall withhold payment, but under no circumstances, including bankruptcy or winding up of the Contractor, shall payment be made to the Contractor.

b) The Principal as stakeholder shall hold Retention Moneys and security provided by a Nominated Subcontractor and shall disburse or apply the Retention Moneys or security as

jointly requested by the Contractor and the Nominated Subcontractor or in accordance with the decision of an arbitrator or Court.

10.5 Termination of Nominated Subcontractor

a) The Contractor shall not unreasonably terminate a subcontract for Nominated Subcontract Work and as early as possible the Contractor shall notify the Administrator of the Contractor's intention to terminate and the reasons.

b) If a Nominated Subcontractor repudiates or abandons a subcontract or the Nominated Subcontractor is terminated, the Contractor shall within one Business Day notify the Administrator in writing and within three Business Days the Administrator shall nominate an alternative Nominated Subcontractor to complete the subcontract work.

c) The Contractor shall not be obliged to enter into a subcontract with an alternative Nominated Subcontractor referred to in Clause 10.5(b) against whom the Contractor raises reasonable objection.

d) The Contractor shall, as soon as practicable, enter into a subcontract with the alternative Nominated Subcontractor referred to in Clause 10.5(b) and notify the Administrator accordingly.

e) If compliance with such a direction causes the Contractor to incur more or less cost than otherwise would have been incurred had the Contractor not been given the direction, the difference shall be valued under Clause 40.5, except where a Provisional Sum for the Nominated Subcontract Work has been included in the Contract, in which case the provisions of Clause 11 shall apply.

11 Provisional Sums

a) A Provisional Sum included in the Contract shall not itself be payable by the Principal, but where at the direction of the Administrator, the work or Item to which the Provisional Sum relates is performed by:

   i. the Contractor, the work or Item shall be valued under Clause 40.5 of the General Conditions of Contract

   ii. a Subcontractor, the Principal shall pay the Contractor the amount payable by the Contractor to the Subcontractor for the work or Item, disregarding any damages payable by the Contractor to the Subcontractor or vice versa, plus the amount or percentage thereon for profit and attendance stated in Item 15E or, where not so stated, as stated elsewhere in the Contract and (unless incorporated within the amounts payable under this paragraph) GST, and

   iii. a Nominated Subcontractor pursuant to a prior Contract made between the Principal and a Nominated Subcontractor, the benefit of which has been assigned to the Contractor, the Principal shall pay the Contractor the amount stated in Item 15F or the percentage for profit and attendance stated in Item 15F of the amount payable by the Principal to the Nominated Subcontractor for the work or Item or, where no amount or percentage is stated, as stated elsewhere in the Contract, disregarding any damages payable by the Principal to the Nominated Subcontractor or vice versa and (unless incorporated within the amounts payable under this paragraph) GST.

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

12 Site conditions

12.1 Contractor investigations

a) The Principal does not warrant or make any representation with respect to:

i. the completeness, accuracy, adequacy or content of any Site Information provided to the Contractor by, or on behalf of, the Principal

ii. the completeness or adequacy of any Reliance Information, or

iii. any interpretations, deductions, opinions or conclusions set out in any such Site Information or Reliance Information.

b) The Contractor warrants that it has, and shall be deemed to have, visited and examined the Site and its surroundings and done everything a competent and experienced Contractor would have done to inform itself fully as to the physical conditions or obstructions upon and below the surface of the Site, and the local conditions, including climatic and hydrologic conditions at, near or relevant to the Site, or any other condition or characteristic of the Site affecting or which may affect its performance of the Contract and obtained all necessary information as to risks, contingencies and other circumstances which could have an effect on the performance and cost of executing the Work Under the Contract.

c) Any Site Information provided to the Contractor by, or on behalf of, the Principal is provided for information only.

d) Subject to Clause 12.2:

i. the Principal shall not be liable to the Contractor for any Claim arising out of, or in relation to, Site Information provided to the Contractor by, or on behalf of, the Principal

ii. the Contractor shall not be relieved of any of its obligations or liabilities, if the Contractor encounters conditions, including subsurface conditions and subsurface services, which differ from the conditions shown in or indicated by any Site Information provided to the Contractor by or on behalf of the Principal, and

iii. the Contractor accepts all risk arising out of its use of or reliance upon any Site Information provided to the Contractor by or on behalf of the Principal.

12.2 Notification

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

b) Following notification under Clause 12.2 a) and unless not required by the Administrator, the Contractor shall provide to the Administrator a statement in writing, specifying:

i. the Latent Condition encountered and in what respects it differs materially

ii. the additional work and additional resources which the Contractor estimates to be necessary to deal with the Latent Condition

iii. the time the Contractor anticipates will be required to deal with the Latent Condition and the expected delay in achieving Practical Completion

iv. the Contractor's estimate of the cost of the measures necessary to deal with the Latent Condition, and

v. other details reasonably required by the Administrator.

c) The written statement provided under Clause 12.2 b) shall be provided by the Contractor within a reasonable timeframe after the Latent Condition was first notified under Clause 12.2 a).

12.3 Extension of time and cost

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

a) carry out additional work

b) use additional Constructional Plant, or

c) incur extra cost (including any disruption costs)

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

12.4 Reduced Valuation

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

13 Patents, copyright and other intellectual property rights

a) The Principal warrants that unless otherwise provided in the Contract:

i. design

ii. materials

iii. documents, and

iv. methods of working

specified in the Contract or provided or directed by the Principal or the Administrator will not infringe any patent, registered design, trademark or name, copyright or other protected right.

b) The Contractor warrants that any other design, materials, documents and methods of working provided by the Contractor will not infringe any patent, registered design, trademark or name, copyright or other protected right and the Contractor shall indemnify the Principal against any design, materials, documents or methods of working provided by the Contractor infringing any patent, registered design, trademark or name, copyright or other protected right.

14 Statutory requirements

14.1 Complying with Legislative Requirements

a) The Contractor shall satisfy all Legislative Requirements.

b) The Contractor shall give the notices and pay any fees or charges necessary to comply with all Legislative Requirements.

c) If a change in a Legislative Requirement is at variance with a provision of the Contract, as soon as the Contractor discovers the variance, the Contractor shall notify the Administrator in writing specifying the difference.

14.2 Changes in Legislative Requirements

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

a) necessitates a change in the Works or the Temporary Works or the Contractor's method of working, or

b) is an increase or decrease in or is a new fee or charge in relation to the Works or Temporary Works,

and causes the Contractor to incur more or less cost than could reasonably have been anticipated by a competent and experienced Contractor at the time the Contractor submitted its Tender, the difference shall be valued under Clause 40.5.

14.3 Licences, registrations, permits, approvals and certificates

a) The Contractor shall obtain and hold, and ensure that its Subcontractors, agents and employees obtain and hold, all of the licences, registrations, permits, approvals and certificates that they are required under all Legislative Requirements in order to carry out the Work Under the Contract and in respect of the use and occupation of the Works.

b) The Contractor shall give the Principal copies of documents issued to the Contractor by any Authority in respect of the Work Under the Contract and, in particular, any approvals of work.

14.4 Industrial matters

a) The Contractor shall comply with, and ensure that its Subcontractors comply with, the provisions of the industrial awards and agreements that from time to time are applicable to the performance of the Work Under the Contract. Without limiting the generality of the foregoing, the Contractor shall ensure that its Subcontractors enter into an agreement to comply with the provisions of the said industrial awards and agreements prior to their employment on the Site.

b) The Contractor warrants that the labour rates and conditions upon which the Contract Sum has been calculated are based on the provisions of the applicable industrial awards and/or agreements.

c) The Contractor is not entitled to make any Claim in connection with its compliance with this Clause 14.4 or any increase in labour costs.

14.5 Specific Legislative Requirements

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

14.5.1 The Building Code

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

14.5.2 Haulage of plant and materials

a) The Contractor shall ensure that vehicles carrying plant and material over state-controlled roads and local government-controlled roads shall comply with the vehicle weight limit requirements set out in the *Transport Operations (Road Use Management) Act 1995* (Qld), and with any other vehicle weight limit requirements imposed by duly constituted authorities on whose roads such vehicles operate.

b) The Contractor shall, prior to commencement of work on the Site, submit evidence to the Administrator that the approvals of the relevant Authorities have been obtained for the haulage of plant and materials over surface streets along nominated routes.

c) The Contractor shall be responsible for the rectification of any damage to surface streets attributable to the Work Under the Contract. If the Contractor fails to rectify the damage, the Administrator may, after giving reasonable notice, arrange for the necessary rectification work to be carried out and the cost incurred shall be a debt due from the Contractor to the Principal.

d) Access for Constructional Plant to and from surface streets on or off the Site shall be subject to any restrictions stated in Item 17A.

e) Failure of the Contractor to comply with the requirements of this Clause 14.5.2 will be a substantial breach of Contract for the purposes of Clause 44.2.

14.5.3 Portable Long Service Leave Levy

Where applicable:

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

b) The Principal shall be responsible for the payment of any levies due in accordance with Section 66 of the *Building and Construction Industry (Portable Long Service Leave) Act 1991* (Qld).

14.5.4 National Greenhouse and Energy Reporting Act

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

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

14.5.5 Work health and safety accreditation

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

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

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

14.6 The Queensland Code

14.6.1 Definitions

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

14.6.2 Primary obligation

a) The Contractor shall comply with, and meet any obligations imposed by, the Queensland Code.

b) The Contractor shall notify the Australian Building and Construction Commission (or nominee) and the Principal of any alleged breaches of the Queensland Code and of voluntary remedial action taken within 24 hours of becoming aware of the alleged breach.

c) Where the Contractor is authorised to engage a Subcontractor and it does so, the Contractor shall ensure that any secondary Contract imposes on the Subcontractor equivalent obligations to those in this Clause 14.6, including that the Subcontractor shall comply with, and meet any obligations imposed by, the Queensland Code.

d) The Contractor shall not appoint or engage another party in relation to the Work Under the Contract where that appointment or engagement would breach a sanction imposed on the other party in relation to the Queensland Code.

14.6.3 Access and information

a) The Contractor shall maintain adequate records of compliance with the Queensland Code by it, its Subcontractors and related entities.

b) The Contractor shall allow, and take reasonable steps to facilitate, Queensland Government authorised personnel (including personnel of the ABCC) to:

   i. enter and have access to Sites and premises controlled by the Contractor, including any Site at which the Work Under the Contract is being carried out

   ii. inspect any work, material, machinery, appliance, article or facility

   iii. access information and documents

iv. inspect and copy any record relevant to the Work Under the Contract

v. have access to personnel, and

vi. interview any person.

c) As is necessary for the authorised personnel to monitor and investigate compliance with the Queensland Code by the Contractor, its Subcontractors and related entities.

d) The Contractor, and its related entities, shall agree to, and comply with, a request from Queensland Government authorised personnel (including personnel of the ABCC) for the production of specified documents by a certain date, whether in person, by post or electronic means.

14.6.4 Sanctions

a) The Contractor warrants that at the time of entering into this Contract, neither it, nor any of its related entities, are subject to a sanction in connection with the Queensland Code that would have precluded it from tendering for work to which the Queensland Code applies.

b) If the Contractor does not comply with, or fails to meet any obligation imposed by, the Queensland Code, a sanction may be imposed against it in connection with the Queensland Code.

c) Where a sanction is imposed:

i. it is without prejudice to any rights that would otherwise accrue to the parties

ii. the State of Queensland (through its agencies, Ministers and the ABCC) is entitled to:

a) record and disclose details of non-compliance with the Queensland Code and the sanction, and

b) take them into account in the evaluation of future expressions of interest or Tender responses that may be lodged by the Contractor, or its related entities, in respect of work to which the Queensland Code applies.

14.6.5 Compliance

a) The cost of ensuring the Contractor's compliance with the Queensland Code shall be borne by the Contractor. The Contractor is not entitled to make a Claim for reimbursement or an extension of time from the Principal or the State of Queensland for such costs.

b) Compliance with the Queensland Code does not relieve the Contractor from responsibility to perform the Work Under the Contract and any other obligation under the Contract, or from liability for any defect in the Works or from any other legal liability, whether or not arising from its compliance with the Queensland Code.

c) Where a change in the Contract or the Work Under the Contract is proposed, and that change would, or would be likely to, affect compliance with the Queensland Code, the Contractor shall immediately notify the Principal (or nominee) of the change, or likely change and specify:

i. the circumstances of the proposed change

ii. the extent to which compliance with the Queensland Code will, or is likely to be, affected by the change, and

iii. what steps the Contractor proposes to take to mitigate any adverse impact of the change.

and the Principal will direct the Contractor as to the course it must adopt within five Business Days of receiving notice.

14.7 Personal Property Securities Act

14.7.1 Confidentiality under the Act

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

14.7.2 Security Interests under the Act

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

a) the Contractor agrees to promptly provide all assistance and cooperation requested by the Principal that the Principal determines is reasonably required to:

   i. register and maintain the registration of its Security Interest on the personal property securities register within any applicable time limits relevant to the effectiveness of the Security Interest

   ii. ensure that the Principal's Security Interest is enforceable against third parties, Perfected or otherwise effective

   iii. ensure that the Security Interest has the appropriate priority required by the Principal (including where applicable as a Purchase Money Security Interest)

   iv. ensure that any Security Interest granted temporary Perfection under the PPSA is Perfected by registration or other appropriate means prior to any applicable expiry of that temporary Perfection, and

   v. enable the Principal to register financing statements or financing change statements under the PPSA with respect to any such Security Interest

b) the Contractor waives the right to receive notice of a verification statement in relation to the registration of that Security Interest

c) the Contractor shall not register or permit to be registered any other Security Interest in respect of the Personal Property that comprises the collateral in respect of that Security Interest other than one that has been consented to or granted by the Principal

d) the Contractor shall not cause or allow any of the Contractor's Personal Property to become an Accession to the Principal's Personal Property or cause or allow the Principal's Personal Property to become an Accession to the Contractor's Personal Property without the prior consent of the Principal, and

e) immediately notify the Principal if any other person Claims or attempts to enforce a Security Interest:

i. in the Principal's Personal Property, or

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

14.8 The Queensland Charter for Local Content

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

a) Queensland Government contribution is $5.5 million and above (including GST) for south-east Queensland and $2.75 million and above (including GST) for regional Queensland

b) Queensland Government grants greater than $2.75 million (inclusive of GST), and

c) Large infrastructure projects where funding of over $20 million is provided by the Commonwealth through the Queensland Government

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

i. within 28 days of the Letter of Acceptance, the Contractor shall prepare and submit a statement of intent, indicating how the principles of the Charter shall be addressed, and

ii. upon reaching Practical Completion or the last of the Practical Completion if there is more than one separable portion, the Contractor shall complete and submit a Queensland Charter for Local Content – Project Outcome report (template available from https://www.tmr.qld.gov.au/business-industry/Technical-standards-publications/Infrastructure-Contract/Transport-Infrastructure-Contract/TIC-Construct-Only) to qclc@dsd.qld.gov.au and also submit a copy to the Principal via localcontentreports@tmr.qld.gov.au.

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

For more information, please refer to:

www.statedevelopment.qld.gov.au/resources/charter-for-local-content.html

14.9 Compliance with the Queensland Procurement Policy (QPP)

Local Business Participation.

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

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

14.10 Best Practice Principles

a) For eligible projects with a Contract Sum of $100 million or greater, the Contractor shall fulfil the commitments made in its offer/tender in respect of the best practice principles as part of the Queensland Procurement Policy. For further information, refer to the following link.

http://www.hpw.qld.gov.au/SiteCollectionDocuments/QualitySafeWorkplaces.pdf

b) If the Best Practice Principles are applicable, the Contractor:

i. acknowledges that the Principal values a commitment to the Best Practice Principles, including the provision of terms and conditions of employment, including specified pay rates, for all personnel who will perform work under the Contract, which are comparable to the Best Practice Industry Conditions;

ii. must, and must ensure that its Subcontractors, comply with:

a. the Best Practice Principles when procuring or entering into Subcontracts in relation to work under the Contract; and

b. any commitments made in their respective tenders for work under the Contract in relation to the Best Practice Principles and the Best Practice Industry Conditions, and

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

14.11 The E*thical Supplier Threshold and Ethical Supplier Mandate*

a) In this clause 14.11,

a. Ethical Supplier Mandate means the Queensland Government policy titled 'Ethical Supplier Mandate' or any policy that replaces that policy;

b. Ethical Supplier Threshold means the Ethical Supplier Threshold in paragraph 2.3 of the Queensland Procurement Policy; and

c. QPP Compliance Unit means the Queensland Procurement Policy (QPP) Compliance Unit, Office of the Chief Advisor – Procurement, Department of Housing and Public Works.

b) The Contractor shall comply with the Ethical Supplier Threshold.

c) The Principal may obtain information about the Contractor relevant to the Contractor's compliance with clause 14.11(b) that may be held by the QPP Compliance Unit or any Government Department or Instrumentality and take the information into account in assessing the offer.

d) The Contractor acknowledges that a failure to comply with the Principal's policies that apply to the work under the proposed contract or the Contractor's obligations under the proposed contract may result in the imposition of a demerit or sanction under the Ethical Supplier Mandate, in addition to any other remedies available to the Principal under this Contract.

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

14.12 Records and Access to records

a) The Contractor shall make and keep and shall ensure that every Subcontractor makes and keeps accurate and complete records of:
   (a) its tender, including without limitation the preparation and submission of that tender;
   (b) tenders received by it, whether accepted or not;
   (c) the execution and completion of the work under the Contract or of the work under the Subcontract; and
   (d) compliance with commitments made in its tender relating to the local benefits test contained in the Queensland Procurement Policy or, where the Best Practice Principles are applicable, the Best Practice Principles and the Best Practice Industry Conditions.

b) The records referred to in Clause 14.12(a) shall include records that are required to be created or provided, or that are otherwise referred to, under the Contract or under the Subcontract, as well as other records including but not limited to those that:
   (a) are required to demonstrate compliance with commitments made in the Contractor's or a Subcontractor's tender relating to government policies, including the local benefits test contained in the Queensland Procurement Policy or, where the Best Practice Principles are applicable, the Best Practice Principles and the Best Practice Industry Conditions, and includes payroll records, management records and time recordings; and

~~a)~~ (b) are in any format or stored on any medium, including without limitation photographs, electronic files, telecommunications or social media.

c) Without limiting any other rights or obligations under this Clause 14.12, the Principal may, either directly or through an agent, at any time after giving written notice to the Contractor that an audit shall be undertaken under this Clause 14.12(c), undertake an audit in respect of the Contractor's compliance with Clause 9. In undertaking the audit, the Principal or its agent shall have the right to inspect and copy any record referred to in Clause14.12 and to access any of the Contractor's systems and processes which are in any way connected with subcontracting. Upon receipt of written notice of the audit under this Clause 14.12, the Contractor shall promptly and at its own cost provide the Principal or its agent with every reasonable facility necessary to undertake the audit, including but not limited to:
   (a) providing to the Principal or its agent any record requested for inspection or copying under Clause 14.12;
   (b) making staff available to the Principal or its agent to access or explain systems, processes or any record referred to in Clause 14.12; and
   (c) arranging and providing access to the Contractor's or Subcontractor's workplaces, sites, premises or facilities.

15 Protection of people and property

15.1 Contractor's obligations

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

15.2 Protection of people and property

a) Insofar as compliance with the requirements of the Contract permits, the Contractor shall:

   i. provide all things and take all measures necessary to protect people and property

   ii. avoid unnecessary interference with the passage of people and vehicles, and

   iii. prevent nuisance and unreasonable noise and disturbance.

b) Without limiting the generality of the Contractor's obligations, they include the provision of barricades, guards, fencing, temporary roads, footpaths, warning signs, lighting, traffic flagging, safety helmets and clothing, removal of obstructions and protection of services.

c) If the Contractor or the employees or agents of the Contractor damage property, including Public Utilities Plant and services and/or property on or adjacent to the Site, the Contractor shall promptly make good the damage and pay any compensation which the law requires the Contractor to pay.

d) If the Contractor fails to comply with an obligation under Clause 15 the Principal may, in addition to any other remedy, perform the obligation on the Contractor's behalf and the cost incurred by the Principal shall be a debt due from the Contractor to the Principal.

15.3 Work health and safety

15.3.1 General

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

15.3.2 Appointment of Principal Contractor

a) The Contractor is engaged by the Principal as the Principal Contractor for the Construction Project and the Contractor accepts that engagement.

b) The Contractor is authorised to have Management and Control of the Workplace and to discharge its obligations as Principal Contractor under Chapter 6 of the WHS Regulation.

c) The Contractor's engagement as Principal Contractor will continue until completion of the Works, unless earlier revoked by the Principal.

d) The Contractor shall provide the Principal with copies of all notices and correspondence of whatsoever nature concerning the WHS Legislation within 24 hours of the dispatch and/or receipt by the Contractor of any such notice or correspondence.

e) The Contractor shall, to the extent permitted by law, indemnify and keep indemnified the Principal and its officers, employees and agents against any action, Claim, demand, expense, loss, cost (including legal costs), penalty, fine or other liability (including in tort) arising from or in connection with:

i. any injury, accident or safety related incident on or adjacent to the Site, and

ii. the enforcement of, or any breach by the Contractor of, its obligations under this Clause 15.3.

f) The Contractor shall consult, cooperate and coordinate with the Administrator in accordance with WHS Legislation.

15.3.3 Notifiable Incidents

The Contractor shall:

a) ensure that the relevant regulator is notified immediately after becoming aware of a Notifiable Incident, arising out of or in connection with the conduct of the business or undertaking of the Contractor

b) notify the Administrator of every Notifiable Incident in relation to or in connection with the Site immediately on becoming aware but not more than 12 hours after the occurrence

c) keep the Administrator informed of the status of any safety or health-related incidents that have occurred in relation to or in connection with the Site

d) do all that is necessary to assist the Administrator with any investigations into any safety or health related incident in relation to or in connection with the Site, including requiring, to the extent possible, the Contractor's agents and Subcontractors to assist the Administrator

e) as soon as possible but no later than 12 hours of receiving a request from the Administrator to do so, provide the Administrator with a copy of any notification to the regulator for work health and safety of a safety or health-related incident.

15.3.4 Work Health and Safety Management Plan

a) The Contractor shall prepare and submit, as part of the Contract Plan, its Work Health and Safety Management Plan (WHS Management Plan) to the Administrator in accordance with Clause 33.3.

b) The Contractor shall not commence the Works until the Administrator has advised that the Contractor's WHS Management Plan is suitable pursuant to Clause 33.3.1 or 33.3.2 (as applicable).

c) The Contractor's WHS Management Plan shall comply with all applicable WHS Legislation.

d) The Contractor is not entitled to make any Claim in connection with any direction as to suitability, review, approval of, or modification to the WHS Management Plan as directed by the Administrator.

15.3.5 Safety audits

a) The Administrator may audit the implementation of the WHS Management Plan (or any other plan required to be developed by the Contractor under the WHS Legislation) at any time. During any audit the Contractor shall provide the Administrator with all documents, access and assistance necessary for its completion.

b) The Contractor shall suspend the Work Under the Contract (or the relevant portion) until the Contractor has addressed the safety issues identified during the audit and, in the meantime, continue to comply with all duties and obligations under WHS Legislation and the Contract.

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

15.4 Health and safety duties

15.4.1 General duty

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

15.4.2 Principal's obligations

The Principal will:

a) comply with its obligations under the WHS Act

b) as soon as reasonably possible, give the Contractor any information the Principal has in relation to hazards and risks at or in the vicinity of the Workplace where any Construction Work is to be carried out

c) provide the Contractor with copies of any Drawings and Specifications created for the Principal by its designer of any Works to be constructed under this Contract, and

d) consult, cooperate and coordinate with the Contractor in relation to any health or safety matters arising out of or in connection with the Workplace, the Works or the Contract.

15.4.3 Contractor's obligations

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

a) the duties of a Principal Contractor

b) the duties of a person conducting a business or undertaking

c) the duties in relation to health and safety matters in relation to or connected with the Management and Control of the Workplace

d) the duty to ensure all risks to health and safety are eliminated, minimised or managed, and

e) any other duties, obligations, standards and requirements under the WHS Act which may be or become applicable in relation to or in connection with the Contract or the Works.

15.4.4 Additional Contractor obligations

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

a) are familiar with and comply with all their obligations and exercise due diligence in discharging all their duties under the WHS Act

b) are suitable and competent, and shall retain evidence of that verification, and provide that evidence to the Principal promptly upon written or verbal request, and

c) where the Contractor provides or commissions any design for the Works, the Contractor shall:

i. ensure that it and any designer discharge all duties as required under Part 6.2 of the WHS Regulation

ii. obtain a design safety report from any designer in accordance with the WHS Regulation and provide a copy to the Principal's Representative, and

iii. ensure it obtains full details of all hazards and risks from any designer and incorporates corresponding methods of controlling these in the WHS Management Plan.

15.4.5 Primary responsibility

a) As between the Principal and the Contractor, where a duty is held by both parties, and without limiting the Principal's rights under the Contract, the Contractor has the primary responsibility for ensuring that duty is discharged and any investigations are undertaken.

b) If the Contractor cannot discharge its work health and safety duties and obligations under the WHS Act or the Contract to the standard imposed by the WHS Act or the Contract, the Contractor shall:

i. ensure work health and safety is preserved including, if necessary, stopping the relevant part of the Work Under the Contract

ii. immediately notify the Principal and consult, cooperate and coordinate with the Principal to ensure any duties are discharged or issues resolved to the standard required, and

iii. if the Contractor in its capacity as Principal Contractor or otherwise in relation to the Contract, the Workplace or the Works, creates, sends or receives any document, notice or report under the WHS Act, forward a copy to the Principal.

15.4.6 Communication, consultation and coordination

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

a) the Principal

b) all other duty holders in relation to any duty held by the Contractor

c) workers (whether or not directly employed by the Contractor) who are or are likely to be directly affected, and

d) relevant suppliers, Contractors and other third parties,

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

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

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

15.5 Traffic management

15.5.1 General

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

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

b) For the purposes of Clause 15.5, 'the Manual' means the department's *Manual of Uniform Traffic Control Devices* as amended from time to time and available at the Principal's website.

c) If specified in Item 18A, the Contractor shall prepare, implement and maintain a Traffic Management Plan for the Work Under the Contract and the provisions of Clause 15.5.2 shall apply.

15.5.2 Traffic Management Plan

a) The Contractor shall prepare and submit, as part of the Contract Plan, its Traffic Management Plan to the Administrator, in accordance with Clause 33.3.

b) The Traffic Management Plan shall be consistent with the Manual, the Standard Specifications and any Traffic Management Plan outline submitted with the Contractor's Tender (except to the extent that any Traffic Management Plan outline is inconsistent with the Manual, the Standard Specifications or any of the Other Documents comprising the Contract, then the Traffic Management Plan shall be in accordance with the Manual, the Standard Specifications and the Other Documents comprising the Contract).

c) The Traffic Management Plan shall include procedures to comply with any minimum traffic restrictions stated in Clause 15.5.3 and shall be accompanied by a duly completed Form M994.

d) The Traffic Management Plan shall include details of all proposed road closures, detours, staged construction, necessary signing, the relevant Authorities whose approval is required to be obtained and all other relevant information.

e) The Contractor shall implement, monitor and update its Traffic Management Plan during the Contract and shall, within five Business Days of its amendment, submit a copy of the Traffic Management Plan to the Administrator.

15.5.3 Restrictions to traffic

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

15.6 Community liaison

15.6.1 General

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

15.6.2 Community Liaison Plan

a) The Contractor shall prepare and submit, as part of the Contract Plan its Community Liaison Plan to the Administrator in accordance with Clause 33.3.

b) The Community Liaison Plan shall be formatted under at least the following headings:

i. Overview

ii. Objectives

iii. Target audiences

iv. Potential issues and opportunities

v. Strategy

vi. Tactics

vii. Evaluation, and

viii. Timeframes.

c) The Community Liaison Plan shall include procedures and timetables to:

i. make contact with any local businesses, schools, hospitals, community groups and residents adjacent to the Site and/or affected by the Work Under the Contract and the office of the relevant local government, to establish an effective communication network to be maintained during construction

ii. anticipate the impacts of construction on the above groups and the broader community, and be proactive (subject to the requirements of Clause 15.6.4) in keeping all parties informed via direct contact, through newsletters, leaflets, advertisements in newspapers, radio and other appropriate means, particularly in regard to changed traffic arrangements during construction and local access issues

iii. maintain a complaints register and respond to all registered complaints within 48 hours

iv. prepare regular fact sheets for the information of visitors and the public

v. develop procedures for the management of emergency situations and ensure that staff are trained in the appropriate response necessary to deal with such emergency situations, and

vi. implement the following minimum reporting requirements:

a) immediately report any emergency issue and a copy of any public inquiry

b) on a weekly basis report on:

i. key activities achieved from previous week

ii. key activities planned for coming week

iii. summary of responses to complaints and inquiries, and

iv. summary of outstanding responses

c) on a monthly basis report on:

i. anticipated issues for coming month

ii. proposed actions in response to issues, and

d) on a quarterly basis report on key actions and achievements.

15.6.3 Meetings and reporting

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

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

15.6.4 Restrictions and prior permissions

a) All newsletters, leaflets and other public statements shall be submitted for approval to the Administrator prior to publication.

b) The Contractor shall:

i. not have direct contact or liaise with members of the press, and

ii. assist in formulating responses to questions raised by the press as required from the Contractor's Community Liaison Officer.

15.7 Environmental management

15.7.1 General

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

15.7.2 Environmental Management Plan

a) The Contractor shall prepare and submit, as part of the Contract Plan, its Environmental Management Plan to the Administrator in accordance with Clause 33.3 and a time-based schedule for its implementation.

b) The Environmental Management Plan shall be consistent with the EP Act, the Standard Specifications and any Environmental Management Plan outline submitted with the Contractor's Tender (except that if any Environmental Management Plan outline is inconsistent with the EP Act, the Standard Specifications or any of the Other Documents comprising the Contract, then the Environmental Management Plan shall be in accordance with the EP Act, the Standard Specifications and the Other Documents comprising the Contract).

c) The Contractor shall:

i. implement the Environmental Management Plan in accordance with the schedule included in the Environmental Management Plan, and

ii. monitor, update and control its Environmental Management Plan while carrying out Work Under the Contract.

d) Nothing contained in Clause 15.7 shall in any way limit or exclude any of the Contractor's obligations or liabilities under the Contract.

16 Care of the work and reinstatement of damage

16.1 Care of the Work Under the Contract

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

b) Without limiting the generality of the Contractor's obligations, the Contractor shall be responsible for the care of unfixed items the value of which has been included in a payment certificate under Clause 42.1, things entrusted to the Contractor by the Principal for the purpose of carrying out the Work Under the Contract, things brought on the Site by the Contractor or any Subcontractor for that purpose, the Works, the Temporary Works and Constructional Plant, and the Contractor shall provide the storage and protection necessary to preserve these items and things, and the Works, the Temporary Works and Constructional Plant.

c) After 4.00 pm on the Date of Practical Completion the Contractor shall remain responsible for the care of outstanding work and items to be removed from the Site by the Contractor and shall be liable for damage occasioned by the Contractor in the course of completing outstanding work or complying with obligations under Clauses 30.9, 31.1 and 37.

16.2 Weather protection

16.2.1 General obligations

a) Without affecting the Contractor's obligations under Clause 16.1, the Contractor shall:

i. take all reasonable precautions to protect the Work Under the Contract against the effects of inclement weather, including by ensuring that:

a) the Work Under the Contract is carried out and designed so as to obviate ponding of rain water on or within the Site

b) all excavations are adequately drained or, if practicable, protected to minimise water entry and where a suitable outlet cannot be constructed to excavations, taking such other measures as are necessary to remove water from the excavation

c) all excavations are backfilled as soon as practicable after the work for which the excavation was made is completed

d) it takes all reasonable steps to prevent otherwise suitable materials from becoming unsuitable as a result of moisture entry during construction, and

e) that at the completion of each Day's operations, and at such other times when rainfall is imminent, the surface of relevant areas of the Site are graded so as to provide adequate falls transversely and, where practicable, longitudinally to permit shedding of surface water without ponding or scouring and ensuring the graded area is rolled to provide a smooth dense surface in this regard, and

ii. reinstate any part of the Work Under the Contract affected by inclement weather in a timely manner after the event.

b) Nothing in Clause 16.2 shall in any way limit or exclude the Contractor's obligations or liabilities under the Contract.

16.2.2 Severe weather management plan

a) If specified in Item 20A, the Contractor shall prepare, implement and maintain a Severe Weather Management Plan (SWMP).

b) The Contractor shall prepare and submit its SWMP to the Administrator in accordance with Clause 33.3.

c) The SWMP shall:

i. comply with and fully satisfy the requirements of the Principal's Engineering Policy EP146

ii. include a time-based schedule for its implementation

iii. as a minimum, detail what measures will be undertaken by the Contractor to mitigate or minimise the impact of damage to the following elements (as applicable to the Work Under the Contract) as a result of inclement weather:

a) pavement

b) earthworks formation and batters (cuttings and embankments)

c) culvert construction

d) drainage

e) environmental protection and

f) major excavations

iv. include the following components:

a) severe weather identification (means and methods)

b) risk evaluation (procedures)

c) weather treatments (short-, mid- and long-term)

d) rectification and recovery (means and methods), and

e) contact personnel.

d) The Contractor shall monitor, update and control its SWMP while carrying out Work Under the Contract.

16.3 Reinstatement

a) If loss or damage (except loss or damage which is a direct consequence, without fault or omission on the part of the Contractor, of an Excepted Risk) occurs to anything while the Contractor is responsible for its care, the Contractor shall promptly make good the loss or damage and any costs incurred by the Contractor in making good the loss or damage shall be borne by the Contractor.

b) Where loss or damage occurs as a direct consequence, without fault or omission on the part of the Contractor, of an Excepted Risk, the Contractor shall, if and to the extent directed by the Administrator, rectify that loss or damage, which shall be deemed to be a variation under Clause 40. In the case of loss or damage being caused by a combination of Excepted Risks and other risks, any such direction and consequential valuation made under Clause 40.5 shall take into account the proportional responsibility of the Contractor and the Principal.

16.4 Excepted Risks

The Excepted Risks are:

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

b) any risk specifically excepted in the Contract

c) war, invasion, act of foreign enemies, act of terrorism, hostilities, (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power, martial law or confiscation by order of any government or public Authority

d) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel not caused by the Contractor or the Contractor's employees or agents

e) use or occupation by the Principal or the employees or agents of the Principal or other Contractors to the Principal (not being employed by the Contractor) or a Nominated Subcontractor engaged by the Principal (pursuant to a prior Contract the benefit of which has been assigned to the Contractor pursuant to the Contract) of any part of the Works or the Temporary Works, or

f) defects in the design of the Work Under the Contract other than a design provided by the Contractor.

17 Damage to persons and property other than the Works

17.1 Indemnity by Contractor

a) The Contractor shall indemnify the Principal against:

i. loss of or damage to property of the Principal, including existing property in, or upon, which the Work Under the Contract is being carried out, and

ii. Claims by any person (including Claims by owners or occupiers of areas adjacent to the Site) against the Principal in respect of personal injury or death or loss of or damage to any property

arising out of or as a consequence of the carrying out by the Contractor of the Work Under the Contract, but the Contractor's liability to indemnify the Principal shall be reduced proportionally to the extent that the act or omission of the Principal or employees or agents of the Principal may have contributed to the loss, damage, death or injury.

b) Clause 17.1(a) shall not apply to:

i. the extent that the liability of the Contractor is limited by another provision of the Contract

ii. exclude any other right of the Principal to be indemnified by the Contractor

iii. things for the care of which the Contractor is responsible under Clause 16.1, and

iv. Claims in respect of the right of the Principal to construct the Work Under the Contract on the Site.

17.2 Indemnity by the Principal

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

18 Insurance of the Works

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

Alternative 1 – Principal arranged insurance

a) On or before the Date of Acceptance of Tender, the Principal shall effect a policy of insurance in relation to the Work Under the Contract in the terms of the Principal Arranged Insurance Program as set out at the website https://www.tmr.qld.gov.au/business-industry/Technical-standards-publications/Infrastructure-Contract maintained by the Principal. The Principal shall maintain the policy while ever the Contractor has an interest in it and the Principal shall pay all premiums.

b) The policy will include the Principal, the Contractor and Subcontractors as insured parties.

c) The Contractor is responsible for the payment of deductibles under the policy to the extent that the Claim under the policy is not a direct consequence, without fault or omission on the part of the Contractor, of an Excepted Risk defined in Clause 16.4.

d) As an Insured under the PAI program all insured parties have an obligation to notify insurers (via TMR Insurance office or Marsh its broker) of incidents that may give rise to a claim. Once notified the Insured has an ongoing obligation to assist insurers in managing any claim until that claims finality.

e)

Alternative 2 – Contractor arranged insurance

a) Before the Contractor commences work, the Contractor shall take out an insurance policy covering all the things referred to in Clause 16.1 against loss or damage resulting from any cause whatsoever until the Contractor ceases to be responsible for their care.

b) Without limiting the generality of the obligation to insure, the policy shall cover the Contractor's liabilities under Clause 16.3 and things in storage off Site and in transit to the Site.

c) The insurance cover may exclude:

   i. the cost of making good fair wear and tear or gradual deterioration, but shall not exclude the loss or damage resulting therefrom

   ii. the cost of making good faulty design, workmanship and materials, but shall not exclude the loss or damage resulting therefrom

   iii. consequential loss of any kind, but shall not exclude loss of or damage to the Works

   iv. damages for delay in completing or for the failure to complete the Works

   v. loss or damage resulting from ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel resulting from any cause

   vi. loss or damage resulting from the Excepted Risks in Clause 16.4(b) and (c).

d) The insurance cover shall be for an amount not less than the sum of:

   i. the Contract Sum

   ii. the amount stated in Item 21B to provide for costs of demolition and removal of debris

   iii. the amount stated in Item 21C to cover fees of consultants

   iv. the value stated in Item 21D of any materials or things to be supplied by the Principal for the purposes of the Work Under the Contract, and

v. the additional amount or percentage stated in Item 21E of the total of the items referred to in Clause 18(d)(i) to (iv).

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

19 Public liability insurance

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

Alternative 1

a) On or before the Date of Acceptance of Tender, the Principal shall effect in relation to the Work Under the Contract a policy of insurance in the terms of the Principal Arranged Insurance (PAI) Program as set out at the website https://www.tmr.qld.gov.au/business-industry/Technical-standards-publications/Infrastructure-Contract maintained by the Principal. The Principal shall maintain the policy while ever the Contractor has an interest in it and the Principal shall pay all premiums.

b) The policy will include the Principal, the Contractor and Subcontractors as insured parties.

c) The Contractor is responsible for the payment of deductibles under the policy to the extent that the Claim under the policy is not a direct consequence, without fault or omission on the part of the Contractor, of an Excepted Risk defined in Clause 16.4.

Alternative 2

a) Before the Contractor commences work, the Contractor shall take out a public liability policy of insurance in the joint names of the Principal and the Contractor, which covers the Principal, the Contractor, the Administrator and all Subcontractors for their respective rights and interests and covers their liabilities to third parties. The policy shall also cover the Contractor's liability to the Principal and Principal's liability to the Contractor for loss of or damage to property (other than property required to be insured by Clause 18) and the death of or injury to any person (other than liability which is required by law to be insured under a workers compensation policy of insurance).

b) The public liability policy of insurance shall be for an amount in respect of any one occurrence not less than the sum stated in Item 22B and, unless otherwise specified elsewhere in the Contract, shall be effected with an insurer and in terms both approved in writing by the Principal, which may be given or withheld in its absolute discretion. The policy shall be maintained until the Final Certificate is issued under Clause 42.8.

20 Insurance of employees

a) Before the Contractor commences work the Contractor shall insure against liability for death of or injury to persons employed by the Contractor including liability by statute and at common law. The insurance cover shall be maintained until all work including remedial work is completed.

b) Where permitted by law, the insurance shall be extended to indemnify the Principal for the Principal's statutory liability to persons employed by the Contractor.

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

21 Inspection and provisions of insurance policies

21.1 Proof of insurance

a) Before the Contractor commences work and whenever requested in writing by the other party, a party liable to effect or maintain insurance shall produce evidence to the satisfaction and approval of the other party of the insurance effected and maintained.

b) The effecting of insurance shall not limit the liabilities or obligations of a party under other provisions of the Contract.

c) The Contractor shall be deemed to have examined, assessed and understood the Principal's insurance policies at the Date of Acceptance of Tender.

21.2 Failure to produce proof of insurance

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

21.3 Notices from or to the insurer

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

a) require the insurer, whenever the insurer gives the Principal, the Contractor or a Subcontractor a notice of cancellation or other notice concerning the policy at the same time to inform the other party in writing that the notice has been given.

b) provide that a notice of Claim given to the insurer by the Principal, the Administrator, the Contractor or a Subcontractor shall be accepted by the insurer as a notice of Claim given by the Principal, the Administrator, the Contractor and the Subcontractor and that a failure by one insured to discharge its obligations of disclosure and good faith or to observe the terms of the policy will not prejudice the cover of the other insureds, and

c) require the insurer, whenever the party fails to renew the policy or to pay a premium, to give notice in writing thereof forthwith to the Principal and the Contractor and prior to the insurer giving any notice of cancellation.

21.4 Notices of potential Claims

a) The Contractor shall, as soon as practicable, inform the Principal in writing of any occurrence that may give rise to a Claim under a policy of insurance required by Clause 18 or 19 and shall keep the Principal informed of subsequent developments concerning the Claim. The Contractor shall ensure that Subcontractors in respect of their operations similarly inform the Principal.

b) Where the occurrence may give rise to a Claim or potential Claim under a policy of insurance effected under the PAI Program regardless of whether the likely value of such Claim or potential Claim is less than the applicable deductible, the Contractor shall, despite any clause to the contrary, comply in all respects with the procedures for notifying a Claim as set out at the website https://www.tmr.qld.gov.au/business-industry/Technical-standards-publications/Infrastructure-Contract maintained by the Principal. Failure to do so may result in indemnity not being granted under the PAI Program.

c) Where a policy of insurance required by the Contract has been effected by the Principal, the Principal shall similarly inform the Contractor.

d) The Contractor shall comply with the terms of the policies of insurance effected under Clauses 18, 19 or 20 (including the notification requirements under those policies).

21.5 Settlement of Claims

a) Upon settlement of a Claim under the insurance specified by Clause 18:

   i. to the extent that the Work Under the Contract needing reinstatement has been the subject of a payment or allowance by the Principal to the Contractor, if the Contractor has not completed reinstatement of that work, moneys received shall, if requested by either party, be paid into a bank agreed upon by the parties in an account in the joint names of the Contractor and the Principal. As the Contractor proceeds to reinstate the loss or damage, the Administrator shall certify against the joint account for the cost of reinstatement, and

   ii. to the extent that the work to be reinstated has not been the subject of a payment or allowance by the Principal to the Contractor, the Contractor shall be entitled immediately to receive from moneys received, the amount of money so paid in relation to any loss suffered by the Contractor relating to that Work Under the Contract (including the supply of goods and materials on Site whether or not incorporated into the Works).

b) Settlement of Claims under the PAI Program will be dealt with in accordance with the procedures set out at the website https://www.tmr.qld.gov.au/business-industry/Technical-standards-publications/Infrastructure-Contract maintained by the Principal.

21.6 Cross liability

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

21.7 Excess/deductible

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

22 Inspectors

The Administrator shall forthwith notify the Contractor in writing of the name of any inspector appointed by the Principal or the Administrator, including any appointed inspector's delegated function under the contract (if any). This may include separate designated geographical areas performing the same delegated functions.

23 Administrator

23.1 Administrator

a) The Principal shall ensure that at all times there is an Administrator. The Administrator will be responsible for the overall administration of this Contract.

b) The Principal shall ensure that in the exercise of the functions of the Administrator under the Contract listed in Annexure C, the Administrator:

   i. acts fairly, reasonably, and honestly

   ii. acts within the time prescribed under the Contract or where no time is prescribed, within a reasonable time, and

   iii. arrives at a reasonable measure or value of work, quantities or time.

c) In the exercise of all other functions of the Administrator under the Contract, the Administrator acts as the agent of the Principal (not as an independent certifier).

d) If pursuant to a provision of the Contract enabling the Administrator to give directions, the Administrator gives a direction, the Contractor shall comply with the direction.

e) In this Clause 23 'direction' includes agreement, approval, Authorisation, certificate, decision, demand, determination, explanation, instruction, notice, order, permission, rejection, request or requirement.

f) Except where the Contract otherwise provides, a direction may be given orally, but the Administrator shall as soon as practicable confirm it in writing.

g) If the Contractor in writing requests the Administrator to confirm an oral direction, the Contractor shall not be bound to comply with the direction until the Administrator confirms it in writing.

24 Administrator’s Representative

a) The Administrator may from time to time appoint individuals to exercise any functions of the Administrator under the Contract but not more than one Administrator’s Representative shall be delegated the same function at the same time. The appointment of an Administrator’s Representative shall not prevent the Administrator from exercising any function.

b) The Administrator shall forthwith notify the Contractor in writing of:

   i. the appointment and the name of any Administrator’s Representative and the functions delegated to the Administrator’s Representative

   ii. the termination of the appointment of an Administrator’s Representative.

c) If the Contractor makes a reasonable objection to the appointment of a representative, the Administrator shall terminate the appointment.

25 Contractor's Representative

a) The Contractor shall nominate a Contractor's Representative who shall personally superintend the execution of the Work Under the Contract and be present on the Site for at least the percentage of time nominated in Annexure Item 29A.

b) The Contractor's Representative shall have a thorough and direct understanding of all aspects of the Work Under the Contract and shall have the authority to make decisions and agreements on behalf of the Contractor.

c) If required by the Administrator, the Contractor shall have a competent employee present at other places at which activities relating to the execution of the Work Under the Contract are taking place to ensure that the Contractor's Representative is adequately informed.

d) The Contractor's Representative shall comply with the requirements of Clause 29.2.1.

e) The Contractor shall forthwith notify the Administrator in writing of the name of the representative and of any subsequent changes. Any direction defined in Clause 23 shall:

   i. if it relates to the execution of work on the Site and is given to the Contractor's Representative on the Site, or

   ii. if it relates to the execution of work at any other place and is given to the employee of the Contractor at the other place or the Contractor's Representative

   be deemed to have been given to the Contractor.

f) Matters within the knowledge of the Contractor's Representative or any other employee or representative of the Contractor shall be deemed to be within the knowledge of the Contractor.

g) If the Administrator makes a reasonable objection to the appointment of a Contractor's Representative, the Contractor shall terminate the appointment and appoint another Contractor's Representative.

26 Control of Contractor's employees and Subcontractors

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

27 Site

27.1 Possession of Site

a) The Principal shall on, or before, the expiration of the time stated in Item 24A, give the Contractor possession of the Site or sufficient of the Site to enable the Contractor to commence work, provided, however, that the Principal is not obliged to give possession of the Site if:

i. the Contractor has not supplied to the Administrator proof of the implementation of the requirements stated in Item 24B.

ii. the Contractor has not complied with the requirements of Clause 5.2, 21.1 or 33.3.

b) If the Principal has not given the Contractor possession of the whole Site, the Principal shall, from time to time, give the Contractor possession of such further parts of the Site as may be necessary to enable the Contractor to execute the Work Under the Contract in accordance with the requirements of the Contract. The Principal shall advise the Contractor in writing of the date upon which the Site or any part thereof will be available.

c) Possession of the Site shall confer on the Contractor a right to only such use and control as is necessary to enable the Contractor to execute the Work Under the Contract.

d) Except to the extent otherwise agreed in writing by the parties, the Contractor acknowledges and accepts that the public use of the Site must be fully maintained during the performance of the Work Under the Contract.

27.2 Access for the Principal and others

27.2.1 General

a) The Principal and the Principal's employees and agents may, at any time after reasonable notice to the Contractor, have access to any part of the Site for any purpose.

b) The Contractor shall permit the execution of work on the Site by persons engaged by the Principal and shall cooperate with them and coordinate the Contractor's work with their work.

c) If requested by the Contractor, the Principal shall provide to the Contractor the names of the persons so engaged.

d) The Contractor shall, at all reasonable times, give the Principal, the Administrator and inspectors appointed under Clause 22, and other persons authorised in writing by the Principal or by the Administrator, access to the Work Under the Contract at any place where the work is being carried out or materials are being prepared or stored.

e) The Principal shall ensure that the Contractor is not unreasonably impeded in the execution of the Contractor's work by any persons referred to in Clause 27.2.1(d) while exercising the right of access given by Clause 27.2.1(d).

f) The Contractor shall have no right to any Claim in connection with work or performance of other activities carried out pursuant to this Clause 27.2.1.

27.2.2 Adjoining work

a) The Contractor acknowledges that:

i. when it commences the Work Under the Contract, prior Contractors may not have completed their Works and may be doing so at the same time as the Contractor is executing the Work Under the Contract, and

ii. Contractors may be executing work on other Contracts which may interface with the Work Under the Contract.

b) The Contractor agrees that it will be responsible for coordination of its work with that of other Contractors so as not to disrupt, impede or adversely affect those other Contractors in the

execution of their work and the Contractor shall indemnify the Principal for any liability the Principal may incur to other Contractors as a result of the Contractor's failure to comply with this Clause 27.2.2.

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

27.2.3 Adjoining private land

a) In performing the Work Under the Contract, the Contractor shall not enter or permit any Constructional Plant to enter private land adjoining the Site without first obtaining the written approval of the land occupier and the land owner (where these are not the same person). The Contractor shall submit a copy of this written approval to the Administrator upon request.

b) Notwithstanding the granting of such approval of entry, the Contractor shall comply with the following conditions relating to private land adjoining the Site:

   i. privacy of the land owner/occupier shall be paramount

   ii. the land owner/occupier shall be notified in advance when entry onto private land is required for any purpose

   iii. vehicles shall be driven at a maximum speed of 20 kilometres per hour when in close proximity to any dwellings, and

   iv. where a permanent access structure to private land is to be constructed under this Contract, the Contractor shall maintain access for others across the Site at all times.

c) The Contractor shall, by the action of the entering on to the private land, be deemed to have indemnified the Principal against any Claims which may arise from or in connection with such entry or subsequent operations on the land.

d) Upon completion of work on private land, the Contractor shall forward to the Administrator a statement signed by the land owner/occupier to the effect that the land owner and occupier are satisfied that any damage to the land which may have arisen from or in connection with the Contractor's operations has been adequately repaired or otherwise compensated by the Contractor. All costs associated with work on private land shall be borne by the Contractor.

e) The Contractor shall develop and maintain a schedule of planned dates for temporary access and occupation of private land adjoining the Site. This schedule, and any subsequent updates, shall be reflected in any Construction Program submitted to the Principal.

f) The schedule of planned dates for temporary access and occupation of private land adjoining the Site shall be presented to and reviewed with the Administrator and the Principal during the Site Conferences.

g) The Contractor’s obligations with respect to the safe performance of the Work Under the Contract shall apply to the Contractor’s activities on the adjoining private land during the period of temporary access and occupation.

27.2.4 Notice of entry

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

b) In the event that the Contractor fails to obtain written approval from the land occupier and land owner in accordance with Clause 27.2.3, then the Contractor shall issue a written notification to the Administrator specifying:

   i. the details of the land and the land occupier and land owner (as the case may be)

   ii. any potential adverse impacts on the performance of the Work Under the Contract, and

   iii. the alternative measures it proposes to take to mitigate the failure to obtain written approval from the land occupier or land owner (as the case may be) or confirming that no alternative measures have been identified and requesting the Principal issue a Notice of Entry to the land occupier and land owner in relation to the Contractor's proposed temporary access and occupation of a private land adjoining the Site.

c) The Contractor shall submit a written request to the Administrator under this Clause 27.2.4 for the Principal to issue a Notice of Entry at least 15 Business Days prior to the date the Contractor proposes to temporarily access and occupy private land adjoining the Site. The written notification shall include all necessary information and supporting documentation that address:

   i. the purpose of entry

   ii. details of proposed use of the land

   iii. the estimated commencement date

   iv. the period of occupation

   v. proposed safety measures for temporary access and occupation, and

   vi. any other proposed measures to guarantee the privacy of the land occupier.

d) The Contractor shall provide any other additional information or documentation that may be requested by the Administrator in considering the Contractor's request to issue a notice of entry.

e) The Contractor acknowledges and agrees that:

   i. the Principal may give or refuse to give a notice of entry in its absolute discretion, and

   ii. the issuance or non-issuance of a notice of entry by the Principal to any land occupier or land owner of private land adjoining the Site shall not relieve the Contractor of any obligations under the Contract, including the obligation to execute the Work Under the Contract by the Date for Practical Completion.

27.3 Delivery of materials to and work on Site before possession

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

27.4 Use of Site by Contractor

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

a) camping

b) residential purposes, or

c) any purpose not connected with the Work Under the Contract.

27.5 Finding of minerals, fossils and relics

a) Valuable minerals, fossils, articles or objects of antiquity or of anthropological or archaeological interest, treasure trove, coins and articles of value found on the Site shall as between the parties be and remain the property of the Principal. Immediately upon the discovery of these things, the Contractor shall take precautions to prevent their loss or removal or damage and shall notify the Administrator of the discovery.

b) If compliance with obligations under Clause 27.5 causes the Contractor to incur more or less cost than the Contractor could reasonably have anticipated at the time of tendering, the difference shall be valued under Clause 40.5.

27.6 Lane rentals and lane closures

a) Where any Work Under the Contract necessitates lane or shoulder closures, other than those at the locations and times specifically described in the Contract, the Contractor shall pay to the Principal the lane rental charges listed in Item 25A, for every hour or part thereof that the lane or shoulder remains closed.

b) Notwithstanding the application of lane rental charges by the Principal, the Contractor shall make every endeavour to ensure that traffic lanes and shoulders remain open to the safe passage of traffic at the posted speed at all times in accordance with the provisions of the Contract.

27.7 Public Utility Plant

27.7.1 Responsibilities

a) As from the Date of Acceptance of Tender, the Contractor shall:

i. be responsible for arranging and coordinating all Work Under the Contract associated with the replacement or relocation of Public Utility Plant

ii. ensure that the specific relocation and/or replacement requirements of each responsible Authority are met

iii. establish and maintain, up to the Date of Practical Completion, reference markers identifying the type, size, alignment and depth of Public Utility Plant and emergency contact telephone number of the responsible Authority, and

iv. execute all other work items associated with affected Public Utility Plants as described and detailed in the Project Specific Specifications, Standard Specifications and Drawings as part of the Contractor's scope of Works.

b) If the Contractor incurs costs in respect of the coordination of the relocation and/or replacement of Public Utility Plant in excess of the costs that a competent and experienced Contractor could have been reasonably anticipated at the time of tendering:

i. a valuation of the costs incurred by the Contractor shall be made under Clause 40.5, and

ii. notwithstanding the provisions in Clause 40.5 such valuation shall not include the cost of the Contractor's supervision or overheads.

27.7.2 Public Utility Plant identified during the Contract

a) Where Public Utility Plant, additional to that stated in the Contractor's Tender, is identified during the Contract, the following procedure shall apply:

i. the Contractor shall within one Business Day advise the Administrator and the responsible Authority of the newly identified Public Utility Plant

ii. the Contractor shall request and obtain from the responsible Authority an estimate of cost to relocate the Public Utility Plant and a program for completion of the relocation

iii. the Principal will arrange for payment to the responsible Authority for the necessary relocation, and

iv. the Contractor shall revise its program of work to accommodate the program of the responsible Authority and shall coordinate completion of the relocation by the responsible Authority.

b) If the Contractor's compliance with the procedure set out in Clause 27.7.2(a) causes the Contractor to more or less cost than a competent and experienced Contractor could have reasonably anticipated at the time of tendering, a valuation shall be made under Clause 40.5.

c) Delay caused by the Contractor's compliance with the procedure set out in Clause 27.7.2(a) may justify an extension of time under Clause 35.5.

27.7.3 Damage and repair

a) The Contractor shall immediately notify the Administrator of any damage to any Public Utility Plant.

b) The Contractor shall be responsible for any damage to any Public Utility Plant caused by the Work Under the Contract, in which case the Contractor shall:

i. make good any such damage at its own cost

ii. make arrangements directly with the responsible Authority for any repairs which may be necessary to Public Utility Plant damaged by the Work Under the Contract, and

iii. have no Claim against the Principal for the damage to the Public Utility Plant or any associated delay to the completion of the Works.

c) The Contractor shall be responsible for any damage caused to the Work Under the Contract by any fault that develops in any Public Utility Plant during the term of the Contract.

27.7.4 Disruption to public

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

a) consulting with all affected land owners and/or occupiers to arrange for a mutually acceptable time for the carrying out of such Works, at least five Business Days before the anticipated event, and

b) identifying and consulting with any land owner and/or occupier with special requirements regarding continuity of supply of any public utility and taking all measures necessary to satisfy such requirements.

27.7.5 Contractor's negotiations

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

27.7.6 Contractor's obligations

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

27.8 Advertising on Site

27.8.1 Project signs

a) Within 20 Business Days after the Date of Acceptance of Tender, the Contractor shall supply and erect the number of project signs stated in Item 26A. The signs shall be of a size and/or type as stated in Item 26B, contain the words and graphics as shown on the Drawings or as directed by the Administrator and be located as directed by the Administrator.

b) Unless directed otherwise by the Administrator, the Contractor shall remove the project signs within 10 Business Days of the Date of Practical Completion and transport them to the location stated in Item 26C.

27.8.2 Contractor's advertising

a) If the Contractor wishes to erect a sign describing the names of the project and the Contractor, the Contractor shall submit details of the sign (size, wording, graphics and location) to the Administrator for consideration. The size of any such sign shall not be greater than 3 m x 2 m.

b) Any such sign approved by the Administrator shall be removed from the Site within 10 Business Days after the Date of Practical Completion or at such other time as directed by the Administrator.

c) All expenses incurred in the provision, erection, relocation (if necessary) and removal of such signs shall be borne by the Contractor.

27.8.3 Other advertising

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

27.9 Temporary filling of waterways

a) Unless otherwise stated in Item 27A, the Contractor shall not construct any temporary filling of any waterway during the carrying out of the Work Under the Contract.

b) Where Item 27A permits temporary filling of a waterway, the Contractor shall:

i. immediately after work has been completed in the area, restore any disturbance (not associated with the Works) of the banks of any waterway to a condition equivalent to that at the date the Contractor was granted possession of the Site, and

ii. prior to the Date of Practical Completion, remove from the waterway all materials used in the construction of any Temporary Works.

27.10 Cleaning up

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

28 Not used

29 Materials, labour and Constructional Plant

29.1 Provision of materials, labour and Constructional Plant

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

29.2 Contractor's staff

29.2.1 General

a) The Contractor shall employ:

i. appropriately qualified, trained and experienced personnel to perform the Work Under the Contract. If labour hire is required, the Contractor shall only engage with labour hire providers licensed under the *Labour Hire Licensing Act* (Qld).

ii. appropriately qualified, trained and experienced personnel to fill the positions stated in Item 29A and if no such positions are stated, the Contractor shall employ an adequate number of appropriately qualified, trained and experienced staff as determined by the Administrator to be necessary to carry out the requirements of the Contract.

b) The personnel nominated by the Contractor to fill the positions stated in Item 29A shall be able to read, write and converse fluently in the English language.

c) If the Principal reasonably considers at any time that personnel employed by the Contractor to perform the Work Under the Contract (including the Contractor's key personnel under Clause 29.2.2) do not satisfy the requirements of Clause 29.2.1(a), it may, acting reasonably, request the Contractor remove such personnel and replace them with a suitably qualified replacement.

29.2.2 Key personnel

a) Those personnel specified in Item 29B shall be the Contractor's key personnel for the Contract.

b) The Contractor shall maintain its key personnel in the roles specified in Item 29B on the Work Under the Contract and shall not replace them unless the Administrator approves a substitute.

c) Any vacancy of key personnel shall be promptly filled by the Contractor with a person of at least equivalent ability, experience and expertise and who is approved by the Administrator. The Administrator shall notify Prequalification and Contracts Unit (PCU) of any changes to Contractor's key personnel prior to approving the change and record them in the monthly contract performance reporting.

d) When a key personnel is replaced in accordance with this Clause 29.2.2, the Contractor shall ensure that there is a proper 'handover' which will require the person and his replacement working together for at least 10 Business Days.

e) A failure by the Contractor to comply with the requirements of this Clause 29.2.2 shall constitute a substantial breach for the purposes of Clause 44.2.

29.3 Training requirements

a) The *Queensland Government Building and Construction Training Policy* (the Training Policy) applies to Queensland Government building projects with a Contract Sum of $500,000 or greater (including GST) and civil construction projects with a Contract Sum of $3 million or greater (including GST) as identified in Item 30A.

b) For purposes of this Clause 29.3:

i. 'apprentice' and 'trainee' shall be a person who enters into a training Contract that has been executed in the formation of an apprenticeship or traineeship as provided for in the *Further Education and Training Act 2014*

ii. 'compliance plan' means the plan developed by the Contractor demonstrating how the Contractor will comply with its obligations under this clause and the Training Policy

iii. 'DESBT' means Department of Employment, Small Business and Training

iv. 'eligible project' means the work under this Contract if the Training Policy applies in accordance with Clause 29.3(a)

v. 'new entrant' shall be an apprentice or trainee who has not been continuously employed by the employer, detailed on the training Contract, for more than three months full-time, or 12 months casual or part-time, or a combination of both, immediately prior to the commencement date of the training Contract; this person shall remain a new entrant under the Training Policy until the person completes the apprenticeship or traineeship

vi. 'Practical Completion report' means the report prepared by the Contractor at project completion demonstrating its compliance with the requirements of Clause 29.3

vii. 'Training Policy' means the *Queensland Government Building and Construction Training Policy,* published by the Department of Employment, Small Business and Training and located at www.training.qld.gov.au/trainingpolicy, as amended from time to time

viii. 'TPAS' means the *Training Policy Administration System* – it is an electronic reporting system to report compliance with the Training Policy and is available on the website at https://tpa.csq.org.au and

ix. 'upskill workers' means upskilling existing workers in training that is delivered by registered training organisations which leads to nationally-recognised building or civil construction qualifications and upskilling existing workers in industry-recognised training, but does not include Site induction, toolbox talks or Site meetings.

c) The Contractor, in its execution of the Work Under the Contract, shall:

   i. employ on the Site, either directly or indirectly through Subcontractors, apprentices and trainees, or

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

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

d) In complying with this clause, not less than 60% of the required number of deemed hours shall be performed by new entrants.

e) The number of attributable deemed hours to upskill a worker shall be limited to the hours necessary to adequately present the educational material, in a classroom delivery mode, for the worker to achieve an identified competency or qualification.

f) On eligible projects over $100 million, there are additional requirements that have to be fulfilled relating to development and implementation of a skills development plan, training delivery linked to occupational outcomes and a training coordinator appointed to ensure implementation of the skills development plan.

g) The Contractor shall:

   i. within 10 Business Days of the Date of Acceptance of Tender, submit to DESBT through TPAS, a completed Compliance Plan, and

   ii. within 15 Business Days of the Date of Practical Completion, submit a Practical Completion report through TPAS.

h) The Contractor acknowledges that failure to comply in part or in whole with this Clause 29.3 will be a substantive factor that will be taken into account in the award of future Contracts by the Principal.

29.4 Removal of materials and Constructional Plant

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

29.5 Manufacture and supply of materials

The Administrator may direct the Contractor to supply particulars of:

a) the mode and place of manufacture

b) the source of supply

c) the performance capacities, and

d) other information,

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

29.6 Use of proprietary, trade or brand names

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

29.7 Material supplied by the Principal

a) The Principal shall supply the Principal Supplied Material.

b) The Contractor's Construction Program shall show the date(s) on which any Principal Supplied Material is required, together with the quantity of such Material. The Contractor shall provide the Administrator with at least 15 Business Days prior written notice of the exact date of the Principal Supplied Material is required and the quantity required on that date.

c) The Contractor shall:

   i. transport the Principal Supplied Material from the location stated in the Principal Supplied Material list to the Site

   ii. assume the risk in Principal Supplied Material

   iii. appropriately store and care for the Principal Supplied Material at all times so that it is not contaminated and does not deteriorate

   iv. take all necessary measures to reduce potential harm to the environment which might arise from the transport and storage of Principal Supplied Material

   v. comply with any relevant requirements in the Contract and all Legislative Requirements, Australian Standards and/or manufacturer's instructions in relation to the proper handling and care of any Principal Supplied Material

   vi. pay all costs associated with the inspection, storage, transportation and care of the Principal Supplied Material

   vii. allow the Principal reasonable access to and use of the Principal Supplied Material to the extent reasonably necessary for the conduct of the Principal's operations at the Site, including any inspection, maintenance and repair the Principal may wish to carry out in relation to the Principal Supplied Material

   viii. use and store the Principal Supplied Material in accordance with industry best practice and so as not to invalidate the terms of any warranty in respect of the Principal Supplied Material.

d) Upon the receipt of any Principal Supplied Material, the Contractor shall within three Business Days inspect the material and ensure that the specified quantity has been delivered and that the material is in a condition which complies with the relevant Specifications. Within one Business Day upon inspection, notify the Administrator of any damage to, or loss of, the Principal Supplied Material.

e) If, within five Business Days of receipt of the Principal Supplied Material, the Administrator has not received written notification of any deficiencies, then it shall be deemed that the specified quantity of Principal Supplied Material has been delivered to the Contractor in a condition which complies with the relevant Specifications.

f) Any Principal Supplied Material which, after delivery to the Contractor, is lost, destroyed, contaminated or altered in any way such that the material no longer complies with the relevant Specifications, shall be within three Business Days or as agreed with the Administrator replaced by the Contractor with material which complies with the relevant Specifications. The Contractor shall notify the Administrator in writing of any lost, destroyed, contaminated or altered material within five Business Days of the Contractor becoming aware of such events.

g) Any Principal Supplied Material which is excess to the reasonable requirements of the Contract shall be returned to the point of return nominated in the Principal Supplied Material list. Any empty containers shall also be returned to the nominated location.

h) Nothing in this Clause 29.7 shall in any way limit or exclude in any way the Contractor's obligations or liabilities under Clause 16.

30 Materials and work

30.1 Quality of materials and work

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

30.2 Quality assurance

a) The Contractor shall:

i. plan, establish, implement and maintain a quality system which conforms to the requirements of this Contract (Quality System) as per Item 31A of the Annexure A

ii. provide the Administrator with access to the Quality System of the Contractor and each of the Subcontractors to enable monitoring and quality auditing.

b) Failure by the Contractor to either establish, implement or maintain a Quality System in accordance with this Clause 30.2 shall constitute a substantial breach for the purposes of the operation of Clause 44.2.

c) The Contractor shall provide all records (including all test results and test report data) forming part of the Quality System (**Quality Records**) to the Administrator prior to the issue of the Final Certificate. Such records shall be provided in native electronic form or as directed by the Administrator.

d) The Contractor hereby grants to the Principal a non-exclusive, irrevocable, unconditional, worldwide, perpetual, royalty-free, transferable and sublicensable licence to exercise all intellectual property rights in all Quality Records (including all information contained within the Quality Records) provided by the Contractor to the Administrator under clause 30.2(c) for any purpose including, but not limited to:

i. informing best practice, safe, sustainable, value for money construction, maintenance and operation of other non-related projects; and

ii. informing the Principal's supplier and product registration systems, asset management and technical policy improvements.

e) The Contractor represents and warrants that it has the right and authority to grant the licence under clause 30.2(d), and that such licence grant and the use of the Quality Records by the Principal as contemplated by clause 30.2(d) will not infringe the intellectual property rights of any third party.

f) The Contractor releases, discharges and indemnifies the Principal and its personnel from and against any loss, damage, liability, cost or expense (including legal expenses) suffered or incurred by any of them, whether in contract, tort (including negligence), or otherwise in connection with any claim by a third party that the Quality Records or the use of the Quality Records by the Principal as contemplated by clause 30.2(d) infringes the intellectual property rights of that third party.

g) The Contractor acknowledges that the licence referred to in clause 30.2(d) will survive the breach, repudiation, rescission, frustration, cancellation, termination, completion or any other discharge of the Contract and any takeover of the whole or any part of the Work Under the Contract.

30.3 Quality Plan

a) The Contractor shall prepare and submit, as part of the Contract Plan, a Quality Plan to the Administrator in accordance with Clause 33.3.

b) The Quality Plan shall be consistent with the Standard Specifications and any Quality Plan outline submitted with the Contractor's Tender (except to the extent that if any Quality Plan outline is inconsistent with the Standard Specifications or any of the Other Documents comprising the Contract, then the Quality Plan shall be in accordance with the Standard Specifications and the Other Documents comprising the Contract).

c) The Contractor shall implement and maintain the Quality Plan while carrying out the Work Under the Contract.

d) The Contractor shall submit inspection and test procedures to the Administrator, for a direction as to their suitability in accordance with Clause 8.5, not later than five Business Days prior to the commencement of the applicable work.

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

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

30.5 Contractor's obligations unaffected

The Quality System (including the Quality Plan):

a) shall be used only as an aid to achieving compliance with the Contract and to document such compliance, and

b) will not relieve the Contractor of any responsibilities or obligations in respect of the Work Under the Contract and the Contractor will remain solely responsible despite:

   i. the obligation of the Contractor to implement and maintain a Quality System in accordance with this Contract, or

ii. any comment or direction upon, review or acceptance of, approval to proceed with, or request to vary any part of the quality assurance system by the Administrator.

30.6 Defective materials or work

a) If the Administrator discovers material or work provided by the Contractor which is not in accordance with the Contract, the Administrator may direct the Contractor to:

i. remove the material from the Site

ii. demolish the work

iii. reconstruct, replace or correct the material or work, or

iv. not to deliver the material or work to the Site.

b) The Administrator may direct the times within which the Contractor shall commence and complete the removal, demolition, reconstruction, replacement or correction.

c) If the Contractor fails to comply with a direction issued by the Administrator pursuant to Clause 30.6 within the time specified by the Administrator in the direction and provided the Administrator has given the Contractor notice in writing that after the expiry of five Business Days from the date on which the Contractor receives the notice the Principal intends to have the work carried out by other persons, the Principal may have the work of removal, demolition, replacement or correction carried out by other persons and the cost incurred by the Principal in having the work so carried out shall be a debt due from the Contractor to the Principal.

30.7 Variations due to defective materials or work

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

a) if the variation causes an increase or decrease in the value to the Principal of the Works, regard shall also be had to the increase or decrease, and

b) if the variation results in the Contractor incurring more or less cost than would reasonably have been incurred had the Contractor been given a direction under Clause 30.6, regard shall also be had to the difference.

30.8 Acceptance of defective material or work

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

30.9 Generally

a) The Administrator shall give either a direction under Clause 30.6 or 30.7 or a notice under Clause 30.8 as soon as practicable after the Administrator becomes aware that material or work is not in accordance with the Contract. The Administrator may give the direction or notice at any time before the issue of the Final Certificate under Clause 42.8.

b) Except to the extent that to do so would be inconsistent with a direction under Clause 30.7 or a notice under Clause 30.8, and notwithstanding that the Administrator has not given a direction under Clause 30.6, the Contractor shall promptly remove, demolish, reconstruct, replace or correct material or work that is not in accordance with the Contract.

c) A payment, or a test or a failure by the Administrator or anyone else, to disapprove any material or work shall not prejudice the power of the Administrator to subsequently give a direction under Clauses 30.6 or 30.7 or a notice under Clause 30.8.

d) Nothing in Clause 30 shall prejudice any other right which the Principal may have against the Contractor arising out of the failure of the Contractor to provide material or work in accordance with the Contract.

e) The Administrator shall not be obliged to give a direction under Clause 30.7 or a notice under Clause 30.8 to assist the Contractor.

30.10 Suppliers' and manufacturers' warranties

a) The Contractor shall:

i. in respect of each Item specified in Item 32A (Warranty Item), procure and deliver to the Principal, prior to the end of the Defects Liability Period, a completed and executed warranty in the form of Form C7858 from the supplier or manufacturer of the materials or goods

ii. in respect of any other goods or materials incorporated into the Works, assign to the Principal the benefit of any warranty which applies after the end of the Defects Liability Period.

b) The provision of an executed warranty pursuant to Clause 30.10 shall not:

i. affect the warranties given by the Contractor under the Contract

ii. relieve, limit or exclude any of the Contractor's liabilities or obligations under the Contract

iii. modify, limit or exclude any of the Principal's rights or remedies against the Contractor whether under the Contract or otherwise.

31 Examination and testing

31.1 Administrator may order tests

a) In Clause 31, 'test' includes examination and measurement, and may include laboratory or field based tests.

b) At any time prior to the issue of the Final Certificate, the Administrator may direct that any material or Work Under the Contract be tested. The Contractor shall provide such assistance and samples and make accessible such parts of the Work Under the Contract as may be required by the Administrator. On completion of the tests, the Contractor shall make good the Work Under the Contract so that it fully complies with the Contract.

31.2 Covering up of work

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

31.3 Who conducts tests

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

31.4 Notice of tests

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

31.5 Procedure if tests delayed

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

31.6 Results of tests

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

31.7 Costs of testing

a) Costs of, and incidental to, testing shall be valued under Clause 40.5 and shall be borne by the Principal or paid by the Principal to the Contractor unless:

   i. the Contract provides that the Contractor shall bear the costs or the test is one which the Contractor was required to conduct other than pursuant to a direction under Clause 31.1

   ii. the test shows that the material or work is not in accordance with the Contract

   iii. the test is in respect of Work Under the Contract covered up or made inaccessible without the Administrator's prior approval where such was required

   iv. the test is consequent upon a failure of the Contractor to comply with a requirement of the Contract.

b) Where such costs are not to be borne by the Principal, they shall be borne by the Contractor or paid by the Contractor to the Principal.

31.8 Access for testing

If, during the Defects Liability Period:

a) the Principal or the Administrator asserts that material or work is not in accordance with the Contract, and

b) the Contractor requests permission to test the material or work,

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

32 Working Hours

32.1 General

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

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

b) Notwithstanding Item 33A, the following days are not Working Days. No Work Under the Contract is permitted during these times without the prior written approval of the Administrator:

   i. all gazetted Queensland public holidays

   ii. local public holidays within the local government area in which the Site is located

   iii. the Day before Good Friday

   iv. the Days after the last Working Day prior to Christmas Day until New Year's Day inclusive

   v. any other Days listed in Item 33B.

c) The Contractor shall make due allowance for days that are not Working Days in its Construction Program and shall not be entitled to any Claim in respect of restrictions on carrying out the Work Under the Contract on these Days.

33 Progress and programming and planning of the Works

33.1 Rate of progress

a) The Contractor shall proceed with the Work Under the Contract with due expedition and without delay.

b) The Contractor shall not suspend the progress of the whole or any part of the Work Under the Contract except where the suspension is under Clause 44.9 or is directed or approved by the Administrator under Clause 34.

c) Without limiting the Contractor's obligations under Clause 29.7, the Contractor shall give the Administrator reasonable advance notice of when the Contractor requires any information, materials, documents or instructions from the Administrator or the Principal.

d) The Principal and the Administrator shall not be obliged to furnish any information, materials, documents or instructions earlier than the Principal or the Administrator, as the case may be, should reasonably have anticipated at the Date of Acceptance of Tender.

e) The Administrator may direct in what order, and at what time, the various stages or parts of the Work Under the Contract shall be performed. If the Contractor can reasonably comply with the direction, the Contractor shall do so. If the Contractor cannot reasonably comply, the Contractor shall notify the Administrator in writing, giving reasons. No direction by the Administrator shall constitute, or be regarded as, a direction under this Clause 33.1(e) unless the direction is in writing and expressly states that it is a direction under this Clause 33.1(e).

f) If the Contractor considers that compliance with the direction will cause the Contractor to incur more or less cost than otherwise would have been incurred had the Contractor not been given the direction, the Contractor shall within 10 Business Days of the receipt of the direction notify the Administrator that it considers the direction is a variation to the Work Under the Contract and details of why the Contractor considers it to be a variation. If the Administrator considers that the direction is a variation to the Work Under the Contract, it will within 10 Business Days of receiving the Contractor's notice confirm this in writing, in which event it will be valued under Clause 40.5.

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

33.2 Contractor's reports

33.2.1 Daily reports

a) If specified in Item 34A, the Contractor shall provide to the Administrator daily reports.

b) The daily report shall be an accurate written record of all Site activities and events. Daily reports shall include:

i. a workforce report listing staff and labour personnel and the Current Program activities on which labour was used

ii. a subcontract report listing subcontract staff and labour personnel and the Current Program activities on which labour was used

iii. a plant and equipment report listing all Constructional Plant and equipment utilised, the Current Program activities on which the Constructional Plant and equipment was used, and a listing of all idle Constructional Plant and equipment and reasons for it being idle

iv. deliveries and quantities of materials delivered

v. significant and unusual events.

c) Daily reports shall be submitted to the Administrator by 11.00 am on the following Business Day.

33.2.2 Weekly reports

a) If specified in Item 34A, the Contractor shall provide to the Administrator weekly reports.

b) The weekly report shall include summary of the Daily reports specified in Clause 33.2.1(b), or if the Daily Reports are not required, all of the content that would normally be included in the Daily Reports as specified in Clause 33.2.1(b) shall be included and summarised in the Weekly Report.

c) Weekly reports shall be submitted to the Administrator by 12 pm on Tuesday of the week following the period to which the report refers.

33.3 Contract Plan

33.3.1 General

a) The Contractor shall, within the time stated in Item 35A, prepare and submit a plan, which documents all of the systems, procedures and plans required to be implemented by the Contractor under the Contract (Contract Plan), to the Administrator for a direction as to its suitability in accordance with Clause 8.5.

b) The Contract Plan shall include the following plans, each of which shall comply with the relevant requirements in the Contract:

i. Construction Program

ii. Quality Plan

iii. Environmental Management Plan

iv. Work Health and Safety Management Plan

v. Traffic Management Plan (where required)

vi. Community Liaison Plan (where required)

vii. Severe Weather Management Plan (where required)

c) The Contractor shall establish, review, maintain, update and implement the Contract Plan.

d) If the Contractor fails to comply strictly with the provisions of this Clause 33.3.1:

i. such failure will be a substantial breach of Contract for the purposes of Clause 44.2

ii. the Principal may, pursuant to Clause 27.1, refuse to give access to the Site until the Contractor has strictly complied with this Clause 33.3.1.

33.3.2 Interim plans

a) The Administrator may in its absolute discretion, as a condition of granting the Contractor access to the Site prior to a direction from the Administrator that the Contract Plan is suitable, require the Contractor to submit interim versions of the following plans to the Administrator for a direction as to suitability in accordance with Clause 8.5:

i. Environmental Management Plan

ii. Work Health and Safety Management Plan

iii. Traffic Management Plan (where required)

iv. Community Liaison Plan (where required)

v. Severe Weather Management Plan (where required).

b) The interim plans to be submitted by the Contractor under Clause 33.3.2(a) shall:

i. be submitted 10 Business Days before the Contractor proposes to commence work on the Site

ii. comply with the requirements set out in the Contract or the relevant Standard Specifications as appropriate

iii. contain sufficient particulars to demonstrate the Contractor's commitment to its obligations and the management of the environmental, safety, traffic and community liaison issues for the first two months of the term of the Contract.

33.3.3 Updating Contract Plans

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

33.3.4 Permission and compliance

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

b) Compliance with the Contract Plan does not relieve the Contractor from its general obligation to comply with this Contract and all Legislative Requirements.

c) Any direction as to the suitability or comment from the Administrator in respect of the Contract Plan does not relieve the Contractor of its responsibilities under this Contract or under the Contract Plan.

33.3.5 Audit of Contract Plan

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

33.4 Construction Program

33.4.1 General Program matters

a) The Contractor shall:

i. prepare, implement and maintain a Construction Program in accordance with this Clause 33.4

ii. within the time stated in Item 36A, prepare and submit its Construction Program to the Administrator for a direction as to its suitability in accordance with Clause 8.5

iii. be fully responsible for maintaining the progress of all Work Under the Contract in accordance with its Construction Program, including works carried out by the Contractor and by its Subcontractors.

b) The Contractor shall not, without reasonable cause, depart from:

i. a Construction Program included in the Contract, or

ii. a Construction Program furnished to the Administrator.

c) The content of, or furnishing of a Construction Program, or of a further Construction Program, shall not affect the rights and obligations under Clause 33.1, nor relieve the Contractor of any obligations under the Contract, including the obligation to not, without reasonable cause, depart from an earlier Construction Program.

d) The Construction Program shall:

i. take one of the following forms as stated in Item 36B:

a) a critical path network, in accordance with Clause 33.4.2, or

b) a bar chart in accordance with the requirements of Clause 33.4.3

ii. be consistent with the program which was submitted with the Contractor's Tender

iii. show the Contractor's bona fide planned work activities and sequences for bringing the Work Under the Contract to Practical Completion by the Date for Practical Completion, and

iv. not affect the time for performance by the Principal or the Administrator of any of their obligations or oblige either of them to do anything earlier than is necessary to enable the Contractor to bring the Work Under the Contract to Practical Completion on the Date for Practical Completion.

e) The Contractor may implement and revise, as necessary, its Construction Program while carrying out Work Under the Contract.

f) All activity durations will be no longer than 15 Working Days.

33.4.2 Critical path network program

a) Any critical path network program required to be prepared by the Contractor under the Contract shall be prepared on a computerised project management system approved by the Administrator. The Contractor's software shall be capable of exporting data in an electronic format which can be readily loaded into the Administrator's project management software nominated in Item 36C.

b) The critical path network program shall include:

i. all significant key dates and milestones, including dates by which the Principal is required to supply information or materials, or is required to have done anything

ii. an appropriate number of activities, not less than the number stated in Item 36D

iii. activities identified by whole numbers, with sufficient gaps in the logical sequence to allow later insertion of additional activities should that be required

iv. the total float for each activity

v. a separate detailed activity listing showing coding, estimated durations and full logic links between activities

vi. one start activity (award of the Contract) and one end activity (Practical Completion), or if there are Separable Portions, one end activity for each Separable Portion

vii. one or more continuous paths of zero float from the start activity to the end activity or end activities

viii. all external constraints, including constraints on Working Days, Working Hours and traffic lane access

ix. any resource and/or logic restraints (non-zero lags shall only be shown where an engineering or resource requirement can be demonstrated)

x. at least two calendars, one for calendar days and one for Working Days

xi. activity weightings expressed as a percentage of the total cost of the Work Under the Contract

xii. projected progress of the Work Under the Contract, capable of being presented graphically

xiii. the estimated value of work programmed in each month throughout the Contract.

c) The Contractor shall provide the necessary input such that its computerised project management system is capable of providing reports showing personnel, plant and machinery resources for each activity in man hours, machine hours or by crews. The format and content of the report(s) shall be as agreed with the Administrator.

33.4.3 Bar chart program

a) A bar chart program shall be prepared in the Form of a bar chart, which shall comply with the requirements of Clause 33.4.2(b)(i), (ii), (iii), (v), (vii), (viii) and (xi).

b) Notwithstanding the provisions of this Clause 33.4.3, the Contractor may elect to provide a Construction Program in the Form of a critical path network in accordance with Clause 33.4.2.

33.4.4 Current Program

a) Once the Administrator gives a direction that a Construction Program is suitable, the Construction Program shall be designated the Current Program. No changes shall be made to the Current Program without the Administrator's prior written agreement.

b) Until such time as the Administrator gives direction that a Construction Program is suitable, the Administrator may have regard, as necessary, to the program submitted with the Contractor's Tender.

c) Where a critical path network program is specified, with each program submitted under Clause 33.4, any revised program submitted under Clause 33.4.7 and any rolling program submitted under Clause 33.4.9, the Contractor shall submit appropriate information in the electronic format stated in Clause 33.4.2.

33.4.5 Contractor's liabilities and obligations not relieved

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

a) relieve, limit or exclude any of the Contractor's liabilities or obligations under the Contract, including its obligation to ensure the Work Under the Contract reaches Practical Completion by the Date for Practical Completion and its responsibility for all planning, scheduling, sequences, methods and techniques necessary for the due performance of its obligations under the Contract

b) constitute a direction to accelerate, disrupt, prolong or vary any, or all, of the Contractor's activities or the Work Under the Contract or any part of the Work Under the Contract

c) constitute a direction under Clause 33.1(e)

d) constitute the granting of an extension of time or a determination in relation to any application of an extension of time to the Date for Practical Completion, or

e) affect the time for performance by the Principal or the Administrator of any of their obligations or oblige either of them to do anything earlier than is necessary to enable the Contractor to bring the Work Under the Contract to Practical Completion by the Date for Practical Completion.

33.4.6 Current Program not part of Contract

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

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

33.4.7 Contractor's revisions of Current Program

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

b) Once the Administrator gives a direction that a revised program is suitable, that program shall be the Current Program.

33.4.8 Review of Current Program

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

33.4.9 Short-term rolling program

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

a) be drawn on a horizontal time scale

b) show all activities scheduled for the next two months

c) be statused at a date within five Business Days of the date of submission

d) be in sufficient detail to monitor the day-to-day progress of the Work Under the Contract

e) be accompanied by an updated projection of the estimated value of work programmed in each month for the remainder of the Contract.

33.4.10 Data for preparation of factual network

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

33.5 Acceleration

a) Where the Contractor is entitled to an extension of time to the Date for Practical Completion under Clause 35.5, the Administrator may, instead of granting a reasonable extension of time under Clause 35.5, direct the Contractor in writing to accelerate the performance of the Work Under the Contract so as to overcome the whole or part of the delay which gave rise to the entitlement to an extension of time and the Contractor shall comply with that direction.

b) If the Administrator directs the Contractor under this Clause 33.5 to accelerate the performance of the Work Under the Contract so as to overcome the whole of the delay in question, the Contractor shall no longer be entitled to any extension of time for that delay.

c) If the Administrator directs the Contractor under this Clause 33.5 to accelerate the performance of the Work Under the Contract so as to overcome part only of the delay in question, the Contractor shall no longer be entitled to any extension of time for that part of the delay, but the Administrator shall grant a reasonable extension of time under Clause 35.5 for the balance of the delay.

d) No direction by the Administrator shall constitute, or be regarded as, a direction under this Clause 33.5 unless it is in writing and expressly states that it is a direction under Clause 33.5.

e) If compliance with a direction to accelerate given under Clause 33.5 causes the Contractor to incur more or less cost than otherwise would have been incurred had the Contractor not been given the direction, the difference shall be valued under Clause 40.5.

f) The Principal may prior to giving a direction under this Clause 33.5, provide a written notice of a proposed variation and in that case:

   i. the Contractor shall advise the Administrator whether the proposed variation can be effected and if the variation can be effected, the Contractor shall:

      a) advise the Administrator of the effect which the Contractor anticipates that the variation will have on the Construction Program and time for Practical Completion

      b) provide an estimate of the cost (including delay costs, if any) of the proposed variation

   ii. if the Contractor incurs additional costs in complying with the requirements of Clause 33.5(f), a valuation shall be made under Clause 40.5.

34 Suspension of the Works

34.1 Suspension by Administrator

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

a) because of an act or omission of:

   i. the Principal, the Administrator or an employee, consultant or agent of the Principal

   ii. the Contractor, a Subcontractor or an employee or agent of either

b) for the protection or safety of any person or property

c) to comply with an order of a Court,

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

34.2 Suspension by Contractor

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

34.3 Recommencement of work

a) As soon as the Administrator becomes aware that the reason for any suspension no longer exists, the Administrator shall direct the Contractor to recommence work on the whole or on the relevant part of the Work Under the Contract.

b) If work is suspended pursuant to Clause 34.2 or 44.9, the Contractor may recommence work at any time after reasonable advance notice to the Administrator.

34.4 Cost of suspension

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

34.5 Effect of suspension

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

35 Times for commencement and Practical Completion

35.1 Time for commencement of work on the Site

a) The Contractor shall give the Administrator five Business Days' notice of the date upon which the Contractor proposes to commence work on the Site.

b) The Administrator may reduce the period of notice required.

c) The Contractor shall commence work on the Site within 10 Business Days after the Principal has given the Contractor possession of sufficient of the Site to enable the Contractor to commence work.

d) The Administrator may extend the time for commencement of work on the Site.

35.2 Date/time for Practical Completion

a) The Contractor shall execute the Work Under the Contract to Practical Completion by the Date for Practical Completion.

b) Upon the Date of Practical Completion, the Contractor shall give possession of the Site and the Works to the Principal.

c) The Contractor may, if it chooses, accelerate progress at its own cost and reach Practical Completion before the Date for Practical Completion, but if it does choose to accelerate, then:

   i. neither the Principal, the Administrator, nor any other person for whom the Principal is responsible, will be obliged to do or refrain from doing anything to enable the Contractor to reach Practical Completion before the Date for Practical Completion

   ii. the time for performance of the Principal's and the Administrator's obligations shall not be affected by the Contractor's decision to accelerate.

35.3 Separable Portions

a) The interpretations of:

i. Date for Practical Completion

ii. Date of Practical Completion

iii. Practical Completion,

and Clauses 5.8, 16, 35, 37, 38, 42.3 and 42.5 shall apply separately to each Separable Portion as identified in Item 37A and references therein to the Works and to Work Under the Contract shall mean so much of the Works and the Work Under the Contract as is comprised in the relevant Separable Portion.

b) If the Contract does not make provision for the amount of security, Retention Moneys, liquidated damages or bonus applicable to a Separable Portion, the respective amounts applicable shall be such proportion of the security, Retention Moneys, liquidated damages or bonus applicable to the whole of the Work Under the Contract as the value of the Separable Portion bears to the value of the whole of the Work Under the Contract.

35.4 Use of partly completed Works

a) If a part of the Works has reached a stage equivalent to that of Practical Completion, but another part of the Works has not reached such a stage and the parties cannot agree upon the creation of Separable Portions, the Administrator may, in its absolute discretion, determine that the respective parts shall be Separable Portions.

b) In using the Separable Portion that has reached Practical Completion, the Principal shall not hinder the Contractor in the performance of the Work Under the Contract.

35.5 Extension of time for Practical Completion

a) Within 10 Business Days of it becoming evident to the Contractor that anything, including an act or omission of the Principal, the Administrator or the Principal's employees, consultants, other Contractors or agents, may delay the Work Under the Contract, the Contractor shall notify the Administrator in writing with details of the possible delay and the cause. The notice shall be endorsed 'Contractor's Notice of Possible Delay Under Clause 35.5'.

b) Within 10 Business Days of it becoming evident to the Principal that anything which the Principal is obliged to do or provide under the Contract may be delayed, the Principal shall give notice to the Administrator who shall within a further three Business Days notify the Contractor in writing of the extent of the likely delay.

c) If the Contractor is, or will be delayed in, reaching Practical Completion by a cause described in Clause 35.5(d) and within 20 Business Days after the commencement of that cause the Contractor gives the Administrator a written Claim for an extension of time for Practical Completion endorsed 'Contractor's Extension of Time Claim Under Clause 35.5' and setting out the facts on which the Claim is based supported by a compliant Current Program submitted in accordance with the requirements of Clause 33.4, the Contractor shall be entitled to an extension of time for Practical Completion.

d) The causes are:

i. events occurring on or before the Date for Practical Completion which are beyond the reasonable control of the Contractor, including:

a) Industrial Matters

b) inclement weather,

but not including a delay, breach, act or omission by any Subcontractor or any of the Contractor's employees

ii. any of the following events whether occurring before, on or after the Date for Practical Completion:

a) delays caused by:

i. the Principal

ii. the Administrator

iii. the Principal's employees, consultants, other Contractors or agents

b) actual quantities of work in the Schedule of Rates being greater than the quantities determined by reference to the upper limit of accuracy stated in Item 44C (otherwise than by reason of a variation directed under Clause 40)

c) Latent Conditions

d) variations directed under Clause 40

e) repudiation or abandonment by a Nominated Subcontractor

f) changes in a Legislative Requirement (which occurs after the Date of Acceptance of Tender and could not have been anticipated by an experienced and competent Contractor)

g) directions by any Authority, but not where the direction arose from the failure of the Contractor to comply with a legislative requirement

h) delays by any Authority not caused by the Contractor

i) delays arising as a result of the Contractor's compliance with Clause 27.7.2

j) Claims referred to in Clause 17.1(b)(iv)

k) any breach of the Contract by the Principal

l) any other cause which is expressly stated in the Contract to be a cause for extension of time for Practical Completion.

e) Where more than one event causes overlapping delays and the cause of at least one of those events, but not all of them, is not a cause referred to in Clause 35.5(d), then to the extent that the delays overlap, the Contractor shall not be entitled to an extension of time for Practical Completion.

f) In determining whether the Contractor is, or will be, delayed in reaching Practical Completion regard shall not be had to:

i. whether the Contractor can reach Practical Completion by the Date for Practical Completion without an extension of time

ii. whether the Contractor can, by committing extra resources or incurring extra expenditure, make up the time lost.

g) With any Claim for an extension of time for Practical Completion, or as soon as practicable thereafter but not more than 20 Business Days, the Contractor shall give the Administrator written notice of the number of days' extension claimed.

h) The Contractor shall not be entitled to an extension of time for any delay in respect of which the Contractor has failed to comply strictly with the requirements of Clause 35.5(c).

i) If the Contractor is entitled to an extension of time for Practical Completion the Administrator shall, within 20 Business Days after receipt of the notice of the number of days' extension claimed, grant a reasonable extension of time. If within the 20 Business Days, the Administrator does not grant the full extension of time claimed, the Administrator shall, before the expiration of the 20 Business Days, give the Contractor notice in writing of the reason.

j) In determining a reasonable extension of time for an event causing delay, the Administrator shall have regard to whether the Contractor has taken all reasonable steps to preclude the occurrence of the cause and minimise the consequences of the delay.

k) Notwithstanding that the Contractor is not entitled to, or has not claimed an extension of time, the Administrator may, in its absolute discretion and without being under any obligation to do so, at any time and from time to time before the issue of the Final Certificate, by notice in writing to the Contractor, extend the time for Practical Completion for any reason.

l) Neither a delay caused by any one or more of the causes mentioned in Clauses 35.5(d)(ii)(a), 35.5(d)(ii)(d) or 35.5(d)(ii)(k), nor a failure by the Administrator to grant an extension of time or a reasonable extension of time under this Clause 35.5, or to do so within the time stated in this Clause 35.5, nor the giving of a direction to accelerate under Clause 35.5, shall:

i. set the Date for Practical Completion at large, or

ii. render Clause 35.6 unenforceable,

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

35.6 Liquidated damages for delay in reaching Practical Completion

a) If the Contractor fails to reach Practical Completion by the Date for Practical Completion, the Contractor shall be indebted to the Principal for liquidated damages at the rate stated in Item 38A for every Day after the Date for Practical Completion to, and including, the Date of Practical Completion or the date that the Contract is terminated under Clause 44, whichever occurs first.

b) If after the Contractor has paid, or the Principal has deducted liquidated damages, the time for Practical Completion is extended, the Principal shall forthwith repay to the Contractor any liquidated damages paid or deducted in respect of the period up to and including the new Date for Practical Completion.

36 Delay costs

a) Where the Contractor has been granted an extension of time under Clause 35.5 for any delay caused by any of the events referred to in Clause 35.5(d)(ii)(a), the Principal shall pay to the Contractor such extra costs as are necessarily incurred by the Contractor by reason of the delay. The amount payable (if any) shall include the percentage margin for onsite and/or offsite overheads stated in Item 40A, as the case may be but shall not include profit or loss of profit.

b) Nothing in Clause 36 shall:

   i. oblige the Principal to pay extra costs for delay which have already been included in the value of a variation or any other payment under the Contract, or

   ii. limit the Principal's liability for damages for breach of the Contract.

37 Defects liability

a) The Defects Liability Period stated in Item 37A or 39A shall commence on the Date of Practical Completion. Where no period is stated in Item 37A or 39A, the Defects Liability Period shall be 90 days.

b) As soon as possible after the Date of Practical Completion, the Contractor shall rectify any defects or omissions in the Work Under the Contract existing at Practical Completion.

c) At any time prior to 10 Business Days after the expiration of the Defects Liability Period, the Administrator may direct the Contractor to rectify any omission or defect in the Work Under the Contract existing at the Date of Practical Completion or which becomes apparent prior to the expiration of the Defects Liability Period. The direction shall identify the omission or defect and state a date by which the Contractor shall complete the work of rectification and may state a date by which the work of rectification shall commence. The direction may provide that in respect of the work of rectification there shall be a separate Defects Liability Period of a stated duration not exceeding the period stated in Item 37A or 39A. The separate Defects Liability Period shall commence on the date the Contractor completes the work of rectification. Clause 37 shall apply in respect of the work of rectification and the Defects Liability Period for that work of rectification work.

d) If the work of rectification is not commenced or completed by the stated dates, the Principal may have the work of rectification carried out at the Contractor's expense, but without prejudice to any other rights that the Principal may have against the Contractor with respect to such omission or defect and the cost of the work of rectification incurred by the Principal shall be a debt due from the Contractor.

e) If it is necessary for the Contractor to carry out work of rectification, the Contractor shall do so at times and in a manner which cause as little inconvenience to the occupants or users of the Works as is reasonably possible.

38 Cleaning up

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

b) Within 10 Business Days after the Date of Practical Completion, the Contractor shall remove Temporary Works and Constructional Plant.

c) The Administrator may extend the time for removal of Temporary Works or Constructional Plant necessary to enable the Contractor to perform remaining obligations.

d) Notwithstanding the provisions of Clause 44, if the Contractor fails to comply with any obligation imposed on the Contractor by Clause 38, the Administrator may, after the Administrator has given reasonable notice in writing to the Contractor, have the work of cleaning and tidying up carried out by other persons and the reasonable cost incurred by the Principal in having the work so carried out may be recovered by the Principal as a debt due from the Contractor to the Principal. The rights given by this Clause 38(d) are in addition to any other right.

39 Urgent protection

a) If urgent action is necessary to protect the Work Under the Contract, other property or people and the Contractor fails to take the action, the Principal may, in its absolute discretion, take the necessary action. If the action was action which the Contractor should have taken at the Contractor's cost, the cost incurred by the Principal shall be a debt due from the Contractor.

b) If time permits, the Administrator shall give the Contractor prior written notice of the Principal's intention to take action under Clause 39.

40 Variations

40.1 Authority to vary the work

a) The Administrator may, in its absolute discretion, direct the Contractor to:

i. increase, decrease or omit any part of the Work Under the Contract

ii. change the character or quality of any material or work

iii. change the levels, lines, positions or dimensions of any part of the Work Under the Contract

iv. execute additional work and/or

v. demolish or remove material or work no longer required by the Principal.

b) The Contractor shall not vary the Work Under the Contract, except as directed by the Administrator or approved in writing by the Administrator under Clause 40.

c) The Contractor is bound only to execute a variation which is within the general scope of the Contract.

d) The Contractor shall not be bound to execute a variation directed after Practical Completion unless the variation is in respect of rectification work referred to in Clause 37.

e) Despite any provision of this Contract to the contrary no variation shall invalidate or amount to a repudiation of this Contract.

f) For the avoidance of doubt, the Principal shall be entitled to have any omitted work carried out by other contractors.

40.2 Contractor's obligations concerning proposed variations

a) Upon receipt of a notice in writing from the Administrator advising the Contractor of a proposed variation under Clause 40, the Contractor shall advise the Administrator whether the proposed variation can be effected. If the variation can be effected, the Contractor shall within a reasonable timeframe but not more than 5 Business Days:

   i. advise the Administrator of the effect which the Contractor anticipates that the variation will have on the Construction Program and time for Practical Completion, and

   ii. provide a realistic estimate of the cost (including delay costs, if any) of the proposed variation.

   iii. provide supporting document to substantiate the estimated cost and time impacts including an updated Current Program clearly showing the time impacts of the proposed variations, supplier quotations, measurements and any other relevant evidence of costs

b) If the Contractor incurs additional costs in complying with the requirements of Clause 40.2, a valuation shall be made under Clause 40.5.

40.3 Direction to proceed with proposed variations

a) The Contractor and the Administrator shall make reasonable endeavours to agree on the cost and time impacts before the Administrator gives a direction to proceed with the variation

b) If the Administrator and the Contractor fail to agree upon the price for a variation, the variation directed or approved by the Administrator under Clause 40.1 shall be valued under Clause 40.5 a) ii to iv.

c) The Administrator shall give a direction to the Contractor on whether to proceed with the variation within 5 Business Days of providing a realistic estimate of the cost. The direction shall include details of the agreed cost and time impacts, or failing agreement, the Administrator's valuation and assessment of the time impacts.

d) The Contractor shall proceed with the variation as directed even if agreement on the time and cost impacts has not been reached or the Contractor does not agree with the Administrator's valuation or assessment.

e) If the Contractor does not agree with the Administrator's valuation or assessment, the Contractor may issue a Notice of Dispute under Clause 47.1 while continuing to proceed with the directed variation.

40.4 Variations for the convenience of the Contractor

a) If the Contractor requests the Administrator to approve a variation for the convenience of the Contractor, the Administrator may, in its absolute discretion, do so in writing. The approval may be conditional.

b) Unless the Administrator otherwise directs in the notice approving the variation, the Contractor shall not be entitled to:

   i. an extension of time for Practical Completion, or

   ii. extra payment,

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

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

40.5 Valuation

a) Where the Contract provides that a valuation shall be made under Clause 40.5, the Principal shall pay or allow the Contractor or the Contractor shall pay or allow the Principal as the case may require, an amount ascertained by the Administrator as follows:

i. prior agreement between the Contractor and the Administrator

ii. if Clause 40.5(a)(i) does not apply and the Contract prescribes specific rates or prices to be applied in determining the value, those rates or prices shall be used

iii. if Clause 40.5(a)(i) or 40.5(a)(ii) do not apply, the rates or prices in a Schedule of Prices or Schedule of Rates shall be used to the extent that it is reasonable to use them

iv. to the extent that neither Clause 40.5(a)(i) to 40.5(a)(iii) applies, reasonable rates or prices which are exclusive of GST shall be used in any valuation made by the Administrator.

b) Notwithstanding Clause 40.5(a), the following principles apply to the valuation of variations:

i. in determining the deduction to be made for work which is taken out of the Contract, the deducted amount shall comprise the direct job costs, overheads and profit associated with the deducted component of the work, the amount of overheads to be deducted may be adjusted in favour of the Contractor if the Contractor can demonstrate that notwithstanding the deduction of the work, it has still incurred some or all of the overheads. In the case of a Schedule of Rates, Clause 3.6 of the Commercial Framework shall be taken into consideration with the limit of accuracy. In all cases, the Contractor shall not be entitled to any profit if the whole Item of work has been deducted.

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

1 by agreement between the Contractor and the Administrator

2 failing agreement under Clause 40.5(b)(i)(1) the percentages for profit, onsite overheads and offsite overheads stated in Item 40A may be used in determining the reasonable amount of such profit and overheads to be allowed or disallowed, as the case may be, in the cost of a variation or value of reduced quantities treated as a variation

ii. if the valuation is of an increase or decrease in a fee or charge or is a new fee or charge by an Authority under Clause 14.2(b), the value shall be the actual increase or decrease or the actual amount of the new fee or charge without regard to overheads or profit

iii. if the valuation relates to extra costs incurred by the Contractor for disruption, the valuation of the extra costs shall include the percentage margin for onsite and/or offsite overheads stated in Item 40A, as the case may be, but shall not include profit or loss of profit

iv. if Clause 11 applies, the percentage referred to in Clause 11 shall be used for valuing the Contractor's profit and attendance

v. Daywork shall be valued in accordance with Clause 41

vi. in respect of Clauses 40.5(b)(i) to (v), the percentages for profit, onsite overheads and/or offsite overheads stated in Item 40A, as the case may be, may be utilised in determining the reasonable amount of such profit and overheads to be allowed or disallowed, as the case may be, in the cost of a variation

vii. where applicable, the amount of GST in respect of the relevant supply or part being valued shall be added in accordance with Clause 42.11.

c) When under Clause 40.3, the Administrator directs the Contractor to support a variation with measurements and other evidence of cost, the Administrator shall allow the Contractor the reasonable cost of preparing the measurements or other evidence of cost that has been incurred over and above the reasonable overhead cost.

41 Daywork

a) The Administrator may, in its absolute discretion, direct that quantities greater than those determined by reference to the upper limit of accuracy referred to in Item 44C or variations directed by the Administrator under Clause 40.1 shall be carried out as Daywork. The Contractor shall thereafter each day record particulars of all resources used by the Contractor for the execution of the Daywork and each day furnish to the Administrator the particulars and copies of time sheets, wages sheets, invoices, receipts and Other Documents evidencing the cost of the Daywork. The Administrator may direct the manner in which matters are to be recorded.

b) In determining the value of Daywork regard shall be had to the rates and prices in the Daywork Schedules contained in the Tender. To the extent that the Daywork Schedules do not apply:

i. the amount of wages and allowances paid or payable by the Contractor at the rates obtaining on the Site at the time as established by the Contractor to the satisfaction of the Administrator or at such other rates as may be approved by the Administrator in its absolute discretion

ii. the amount paid or payable by the Contractor in accordance with any statute or award applicable to day labour additional to the wages paid or payable under Clause 41(b)(i)

iii. the amount of hire charges in respect of Constructional Plant approved by the Administrator for use on the work in accordance with such hiring rates and conditions as may be agreed between the Administrator and the Contractor or, in the absence of agreement, in accordance with such rates and conditions as may be determined by the Administrator in its absolute discretion

iv. the amounts paid for services, subcontracts and professional fees

v. the actual cost to the Contractor of all materials supplied and required for the work

vi. the charge stated in Item 40A or, if no charge is stated, a charge agreed between the Administrator and the Contractor to cover offsite overheads, administrative costs,

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

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

42 Certificates and payments

42.1 Payment Claims, certificates, calculations and time for payment

42.1.1 Payment Claims

a) At the times for payment Claims stated in Item 41A, upon issue of a Certificate of Practical Completion and within the time prescribed by Clause 42.7, the Contractor may deliver to the Administrator a payment Claim. For the avoidance of doubt, a reference date under the *Payments Act* shall not arise during the period following the end of the month in which Practical Completion is reached until the time for making the Final Payment Claim under Clause 42.7

b) The payment Claim shall:

i. be supported by evidence of the amount due to the Contractor, including a breakdown of the value of Work Under the Contract executed:

a) since the commencement of the Contract

b) since the previous payment Claim was made

ii. include Conformance Report in relation to the Work Under the Contract the subject of the payment Claim

iii. enclose a copy of a completed Form C7901 or Form C7902 to evidence compliance to the provisions of Clause 4.4, as if a Form C7901 or C7902 has not been completed pursuant to Clause 4.4, evidence that the Contractor has taken all reasonable steps to comply with Clause 4.4

iv. enclose evidence of compliance with Clause 33.2 (if applicable), Clause 33.3 and Clause 33.4

v. enclose a completed statutory declaration in accordance with Clause 43, and

vi. include a supporting statement in accordance with the Payments Act (for guidance, supporting statement template is available at https://www.qbcc.qld.gov.au/protecting-your-payment-rights/supporting-statement).

c) A payment Claim shall include the value of work carried out by the Contractor in the performance of the Contract to that time together with all amounts then due to the Contractor arising out of or in connection with the Contract or for any alleged breach of the Contract. Each component of the Claim shall be assessed to determine if GST applies in accordance with Clause 42.11.

d) If the time for any payment Claim under Clause 42.1.1(a) falls on a day which is not a Business Day, the Contractor shall submit the Claim on the next Business Day.

42.1.2 Payment certificate

a) Within 10 Business Days after receipt of a payment Claim, the Administrator shall issue to the Principal and to the Contractor a payment certificate setting out:

   i. the amount of the payment which, in the opinion of the Administrator, is to be made by the Principal to the Contractor or by the Contractor to the Principal

   ii. the calculations employed to arrive at the amount and, if the amount is more or less than the amount claimed by the Contractor, the reasons for the difference.

b) The Administrator may allow in any payment certificate issued pursuant to this Clause 42.1 or any Final Certificate issued pursuant to Clause 42.8 or a Certificate issued pursuant to Clause 44.6, amounts paid under the Contract and amounts otherwise due from the Principal to the Contractor and/or due from the Contractor to the Principal arising out of or in connection with the Contract, including any amount due or to be credited under any provision of the Contract, but the Administrator shall not be required to include in any such certificate and the Principal shall not be obliged to pay for any work for which a Conformance Report has not been provided to the Administrator unless Indicative Conformance applies.

c) In instances where Indicative Conformance applies, where the Conformance Report has not been submitted due only to the normal delays involved in processing, testing, analysis and reporting, the Contractor may include that completed work for the Conformance Report will be submitted in the following month. In this case, the Contractor shall submit with its payment Claim, a statement which lists the relevant completed work and certifies that the Conformance Report will be presented to the Administrator no later than the end of the calendar month following the month of the relevant payment Claim.

d) If the Contractor fails to deliver a payment Claim under Clause 42.1, the Administrator may, nevertheless, issue a payment certificate.

e) Within two Business Days of the issue of the payment certificate by the Administrator, the Contractor shall issue to the Principal or the Principal shall issue to the Contractor, as the case may be, a tax invoice complying with the GST Legislation in respect of the relevant Supply.

42.1.3 Payment

a) Subject to the provisions of the Contract, within 20 Business Days after receipt by the Administrator of a payment Claim in accordance with Clause 42.1.1, provided that the requirements of Clause 42.1.2(e) have been met, the Principal shall pay to the Contractor or the Contractor shall pay to the Principal, as the case may be, an amount not less than the amount shown in the payment certificate as due to the Contractor or to the Principal as the case may be or if no payment certificate has been issued, the Principal shall pay the amount of the Contractor's Claim.

b) A payment made pursuant to this Clause 42.1.3 shall not prejudice the right of either party to dispute under Clause 47 whether the amount so paid is the amount properly due and payable and on determination (whether under Clause 47 or as otherwise agreed) of the amount so properly due and payable, the Principal or Contractor, as the case may be, shall be liable to pay the difference between the amount of such payment and the amount so properly due and payable.

c) Payment of moneys shall not be evidence of the value of work or an admission of liability or evidence that work has been executed satisfactorily but shall be a payment on account only, except as provided by Clause 42.8.

d) Upon payment to the Contractor of the amount which includes the value of the Item, the Item shall be the property of the Principal free of any lien or charge.

e) Except as provided in the Contract, the Principal shall not be obliged to pay for any Item of unfixed plant and materials which is not incorporated in the Works.

f) If any work for which payment has been made is found not to be in accordance with the Contract, the Administrator may take this into account in valuing any future certificate.

42.2 Correction of payment certificates

a) At any time and from time to time, the Administrator may by a further certificate correct any error which has been discovered in any previous certificate other than a Certificate of Practical Completion or Final Certificate.

b) Any correction must also correct the amount of GST in accordance with the GST Legislation.

42.3 Retention Moneys

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

42.4 Unfixed materials, plant and equipment

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

Alternative 1

a) Notwithstanding Clause 42.1, the Contractor may not claim payment for, and the Principal is not obliged to pay for, any unfixed materials, plant or equipment that have not been incorporated in the Works unless:

   i. the materials, plant or equipment:

      a) have been manufactured solely for the purpose of incorporation in the Works and have not been manufactured before the date required by the Contract, and

      b) are of the type stated in Item 41D(a), and

      c) are properly stored either on the Site or at a suitable location off site (as determined by the Administrator), clearly marked the property of the Department of Transport and Main Roads and adequately protected and insured, and

      d) have been paid for in full by the Contractor and are the unencumbered property of the Contractor and proof of such payment and ownership is provided to the satisfaction of the Administrator, and

      e) the Contractor provides additional security in one of the forms provided by Clause 5.4 in an amount equal to the payment claimed for the materials, plant or equipment.

b) If pursuant to a payment certificate issued under Clause 42.1, the Principal pays the Contractor an amount which includes the value of any unfixed materials, plant or equipment that have not been incorporated in the Works, the materials, plant or equipment will become

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

Alternative 2

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

42.5 Certificate of Practical Completion

a) The Contractor shall give the Administrator at least 10 Business Days' notice of the date upon which the Contractor anticipates that Practical Completion will be reached.

b) When the Contractor is of the opinion that Practical Completion has been reached, the Contractor shall, in writing, request the Administrator to issue a Certificate of Practical Completion. Within 10 Business Days of the receipt of the request, the Administrator shall give to the Contractor and to the Principal a Certificate of Practical Completion certifying the Date of Practical Completion or give the Contractor in writing the reasons for not issuing the Certificate.

c) When the Administrator is of the opinion that Practical Completion has been reached, the Administrator may issue a Certificate of Practical Completion whether or not the Contractor has made a request for its issue.

d) Within two months of Practical Completion, the Contractor shall hand over to the Administrator copies of all investigation reports undertaken by the Contractor or its agents, in connection with the Contract.

42.6 Effect of certificates

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

42.7 Contractor's final payment Claim

a) Within 20 Business Days after the expiration of the Defects Liability Period, or where there is more than one, the last to expire, the Contractor shall lodge with the Administrator a final payment Claim and endorse it 'final payment Claim'.

b) The Contractor shall include in that Claim all moneys which the Contractor considers to be due from the Principal under or arising out of the Contract or any alleged breach thereof.

c) After the expiration of the period for lodging a final payment Claim, any Claim which the Contractor could have made against the Principal and has not been made shall be barred.

42.8 Final Certificate

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

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

b) Unless either party, either before the Final Certificate has been issued or not later than 10 Business Days after the issue thereof, serves a notice of dispute under Clause 47, the Final Certificate shall be evidence in any proceedings of whatsoever nature and whether under the Contract or otherwise between the parties arising out of the Contract, that the Works have been completed in accordance with the terms of the Contract and that any necessary effect has been given to all the terms of the Contract which require additions or deductions to be made to the Contract Sum, except in the case of:

   i. fraud, dishonesty or fraudulent concealment relating to the Works or any part thereof or to any matter dealt with in the said Certificate

   ii. any defect (including omission) in the Works or any part thereof which was not apparent at the end of the Defects Liability Period or which would not have been disclosed upon reasonable inspection at the time of the issue of the Final Certificate, or

   iii. any accidental or erroneous inclusion or exclusion of any work, plant, materials or figures in any computation or any arithmetical error in any computation.

42.9 Interest on overdue payments

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

42.10 Set offs by the Principal

a) Without limiting the Principal's rights under any other provision of the Contract and notwithstanding the provisions of Clauses 42.1 and 42.8 or the issue of any certificate by the Administrator under those Clauses, the Principal may deduct from any moneys due to the Contractor any debt due from the Contractor to the Principal and any Claim which the Principal may have against the Contractor:

   i. whether or not the debt or Claim arises by way of damages, debt, restitution or otherwise, and

   ii. whether or not the factual basis giving rise to the debt or Claim arises out of this Contract, any other Contract or is independent of any Contract.

b) If the moneys payable to the Contractor are insufficient to discharge the debt or Claim, the Principal may have recourse to:

   i. Retention Moneys, and

   ii. if Retention Moneys are insufficient, security provided under Clause 5.2, and

   iii. subject to Clause 5.1, if the Primary Security provided under Clause 5.2 is insufficient to the Subcontractor Payment Security provided under Clause 5.2.

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

42.11 Goods and Services Tax

42.11.1 Interpretation

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

42.11.2 Consideration is Goods and Services Tax exclusive

a) Unless otherwise stated, any consideration to be paid or provided under this Contract does not include an amount on account of GST.

b) The Contractor shall be responsible (in the first instance) for determining if GST applies in accordance with the GST Legislation.

c) The parties agree to exchange such information as is reasonably necessary to enable each party to accurately assess its rights and obligations under the GST Legislation.

42.11.3 Gross up of consideration

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

a) the consideration payable or to be provided for that Supply under this Contract, but for the application of this clause (GST exclusive consideration) is increased by, and the recipient of the Supply (Recipient) shall also pay to the Supplier, an amount equal to the GST payable on the Supply (GST amount)

b) subject to Clause 42.11.3(c) the GST amount shall be paid to the Supplier by the Recipient without set off, deduction or requirement for demand, at the same time as the GST exclusive consideration is payable or to be paid, and

c) the Recipient need not pay the GST amount in respect of a taxable Supply made under or in connection with this Contract until the Supplier has given the Recipient a tax invoice in respect of that taxable Supply.

42.11.4 Reimbursements and indemnity payments

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

42.11.5 Adjustments

If, as a result of:

a) an adjustment event

b) any amendment to the GST Legislation

c) the issue of a ruling or advice by the Commissioner of Taxation in relation to this Contract or a Supply made under or in connection with this Contract, or

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

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

e) the Supplier shall issue an adjustment note to the Recipient that complies with the requirements of the GST Legislation within five Business Days of the relevant event occurring or, otherwise, as soon as it becomes aware of the relevant event, and

f) any difference shall be paid by or refunded to the Recipient (as the case may be) within 10 Business Days of the adjustment note being issued by the Supplier.

43 Payment of workers and Subcontractors

a) Upon entry into a subcontract the Contractor shall, in respect of that subcontract, establish a payment recording system for that Subcontractor set out in a format approved by the Principal.

b) The recording system shall record all details of transactions with a Subcontractor including, at least, details of Claims for payment, payments made, retention and securities held in unconditional undertakings or any other form.

c) The record of payment system shall be:

i. kept by the Contractor until the Final Certificate is issued by the Administrator

ii. provided to the Administrator for inspection and copying upon reasonable notice in writing.

d) The Contractor shall deliver to the Administrator with each payment Claim, a statutory declaration, in the form of Form C7850, sworn by the Contractor, or where the Contractor is a Corporation, by a Representative of the Contractor who is in a position to know the facts attested to, stating that all Subcontractors have been paid in accordance with the requirements of the Payments Act to such Subcontractors up to the date of submission by the Contractor of a payment Claim in respect of the Work Under the Contract and that all its employees who at any time have been engaged on Work Under the Contract by the Contractor have been paid all moneys due and payable to them (including in accordance with any Best Practice Principles commitments in the Contractor's Tender) up to the date of submission by the Contractor of a payment Claim, in respect of their employment on the Work Under the Contract. The Administrator may also request reasonable supporting documentary evidence of those matters.

e) Before the payment of any money to the Contractor by the Principal, the Administrator may also require the Contractor to deliver to the Administrator a statutory declaration, in the form of Form C7851, by any Subcontractor, or where the Subcontractor is a Corporation, by a representative of the Subcontractor who is in a position to know the facts attested to, stating that all Subcontractors of the Subcontractor have been paid in accordance with the requirements of the Payments Act to them up to the date of submission by the Contractor of a payment Claim in respect of the Work Under the Contract and that all employees who have been engaged by the Subcontractor have been paid all moneys due and payable to them (including in accordance with any Best Practice Principles commitments in the Subcontractor's tender) up to the date of submission by the Contractor of a payment Claim in respect of their

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

f) If the Contractor provides to the Administrator satisfactory proof of the maximum amount due and payable to workers and Subcontractors by the Contractor, the Principal shall not be entitled to withhold any amount in excess of the maximum amount.

g) At the written request of the Contractor and out of moneys payable to the Contractor, the Principal may, on behalf of the Contractor, make payments directly to any worker or Subcontractor.

h) If any worker or Subcontractor obtains a court order in respect of moneys referred to in Clause 43 and produces to the Principal the court order and a statutory declaration that it remains unpaid, the Principal may pay the amount of the order, and costs included in the order, to the worker or Subcontractor and the amount paid shall be a debt due from the Contractor to the Principal.

i) After the making of a sequestration order or a winding up order in respect of the Contractor, the Principal shall not make any payment to a worker or Subcontractor without the concurrence of the official receiver or trustee of the estate of the bankrupt or the liquidator as the case may be.

43A Payments Act

a) For the purposes of the *Payments Act*, the Administrator is authorised to receive payment Claims and issue payment schedules on behalf of the Principal.

b) If a Claim is a payment Claim under the *Payments Act*, the corresponding payment certificate will be deemed to be a payment schedule for the purposes of the Payments Act.

c) If an adjudicator makes a decision under the *Payments Act* with respect to a payment Claim which differs from the payment certificate in respect of that payment Claim, the Administrator shall promptly issue an amended payment certificate to adopt the decision of the adjudicator. Either party may dispute the amended payment certificate.

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

43B Subcontractors' Charges

a) Notwithstanding any other provision of this Contract, the Contractor shall:

   i. immediately give the Principal notice if the Contractor has been required to supply information to a Subcontractor under Section 119 of the *Payments Act*, together with a copy of the information provided, and

   ii. immediately notify the Principal if it becomes aware that a Subcontractor has claimed or intends to Claim a statutory Charge under Section 122 of the *Payments Act*.

b) The Contractor shall indemnify the Principal against any Claims against, or costs, losses or damages (including lawyers' fees and expenses on a solicitor/client basis) suffered or incurred by the Principal arising out of, or in any way in, connection with:

i. a Notice of Claim being served on the Principal under Section 122 of the *Payments Act*, and

ii. a failure by the Contractor to comply with its obligations under Clause 43B(a).

c) If the Principal makes a payment into court or to a Subcontractor or other person as a result of receiving a Notice of Claim under the *Payments Act*, for the purposes of calculating the Contract Sum finally payable by the Principal to the Contractor, that payment will be treated as though it was a payment made by the Principal to the Contractor.

44 Default or insolvency

44.1 Preservation of other rights

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

44.2 Default by the Contractor

a) If the Contractor commits a substantial breach of Contract, and the Principal considers that damages may not be an adequate remedy, the Principal may, in its absolute discretion, give the Contractor a written notice to show cause.

b) Substantial breaches include:

i. failing to lodge security in breach of Clause 5.2

ii. failing to lodge a deed of guarantee, undertaking and substitution, in breach of Clause 5.11

iii. failing to comply with requirements of Clause 8.6

iv. failing to comply in any respect with Clause 9.2

v. failing to comply with the requirements of Clause 14.5.2

vi. failing to comply with the requirements of Clause 14.6

vii. failing to comply with the requirements of Clause 14.10

~~vi.~~viii. failing to comply with the requirements of Clause 14.12

~~vii.~~ix. failing to rectify a non-conformance identified on three separate occasions in the safety auditing process under Clause 15.3

~~viii.~~x. failing to provide evidence of insurance, in breach of Clause 21.1

~~ix.~~xi. failing to comply with a direction of the Administrator under Clause 30.6 in breach of Clause 23

~~x.~~xii. repeatedly failing to ensure the Contractor or the Contractor's Representative is present on the Site in accordance with Clause 25

~~xi.~~xiii. failing to comply with the requirements of Clause 29.2.2

~~xii.~~xiv. failing to use the materials or standards of workmanship required by the Contract in breach of Clause 30.1

~~xiii.~~xv. failing to either establish, implement or maintain a Quality System in accordance with Clause 30.2

~~xiv.~~xvi. suspension of work in breach of Clause 33.1

~~xv.~~xvii. failing to proceed with due expedition and without delay in breach of Clause 33.1

~~xvi.~~xviii. failing to comply with the provisions of Clause 33.3.1

~~xvii.~~xix. failing to deliver a statutory declaration or supporting documentary evidence in breach of Clause 43

~~xviii.~~xx. failing to provide a supporting statement with a payment Claim required by the Payments Act

~~xix.~~xxi. providing a statutory declaration pursuant to Clause 43 which is false, misleading or deceptive in any respect

~~xx.~~xxii. providing a supporting statement required by the Payments Act which is false or misleading, and/or

~~xxi.~~xxiii. any other breach identified by the Principal as a 'substantial breach'.

44.3 Requirements of a notice by the Principal to show cause

A notice under Clause 44.2 shall:

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

b) specify the alleged substantial breach

c) require the Contractor to show cause, in writing, why the Principal should not exercise a right referred to in Clause 44.4

d) specify the time and date by which the Contractor must show cause (which time shall not be less than five clear Business Days after the notice is given to the Contractor), and

e) specify the place at which cause must be shown.

44.4 Rights of the Principal

a) If the Contractor commits a substantial breach of Contract regardless of whether or not the Principal has served a notice under Clause 44.2, the Principal may, in its absolute discretion, by notice in writing to the Contractor:

   i. take out of the hands of the Contractor the whole or part of the work remaining to be completed, or

   ii. terminate the Contract.

b) If the Contractor commits a substantial breach of Contract regardless of whether or not the Principal has served a notice under Clause 44.2, the Principal may, in its absolute discretion, suspend payments to the Contractor until:

   i. the date upon which the Principal takes action under Clause 44.4(a)(i) or (ii).

c) If the Principal exercises the right under Clause 44.4(a)(i), the Contractor shall not be entitled to any further payment in respect of the work taken out of the hands of the Contractor unless a payment becomes due to the Contractor under Clause 44.6.

44.5 Procedure when the Principal takes over work

a) If the Principal takes work out of the hands of the Contractor under Clause 44.4(a)(i), the Principal shall complete that work and the Principal may, without payment of compensation, take possession of such of the Constructional Plant and other things on or in the vicinity of the Site as are owned by the Contractor and are reasonably required by the Principal to facilitate completion of the work.

b) If the Principal takes possession of Constructional Plant or other things, the Principal shall maintain the Constructional Plant and, subject to Clause 44.6, on completion of the work, the Principal shall return to the Contractor the Constructional Plant and any things taken under this Clause 44.5 which are surplus.

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

a) When work taken out of the hands of the Contractor under Clause 44.4(a)(i) is completed, the Administrator shall ascertain the cost incurred by the Principal in completing the work and shall issue a certificate to the Principal and the Contractor certifying the amount of that cost.

b) If the cost incurred by the Principal is greater than the amount which would have been paid to the Contractor if the work had been completed by the Contractor, the difference shall be a debt due from the Contractor to the Principal. If the cost incurred by the Principal is less than the amount that would have been paid to the Contractor if the work had been completed by the Contractor, the difference shall be a debt due to the Contractor from the Principal. The Principal shall keep records of the cost in a similar manner to that prescribed in Clause 41.

c) If the Contractor is indebted to the Principal, the Principal may, in its absolute discretion, retain Constructional Plant or other things taken under Clause 44.5 until the debt is satisfied. If after reasonable notice, the Contractor fails to pay the debt, the Principal may sell the Constructional Plant or other things and apply the proceeds to the satisfaction of the debt and the costs of sale. Any excess shall be paid to the Contractor.

44.7 Default of the Principal

a) If the Principal commits a substantial breach of Contract and the Contractor considers that damages may not be an adequate remedy, the Contractor may give the Principal a written notice to show cause.

b) Substantial breaches include:

i. failing to make a payment in breach of Clause 42.1

ii. failure by the Administrator to either issue a Certificate of Practical Completion or give the Contractor, in writing, the reasons for not issuing the Certificate within 10 Business Days of receipt of a request by the Contractor to issue the Certificate in breach of Clause 42.5

iii. failing to produce evidence of insurance in breach of Clause 21.1, and/or

iv. failing to give the Contractor possession of sufficient of the Site, in breach of Clause 27.1, but only if the failure continues for longer than the period stated in Item 42A.

44.8 Requirements of a notice by the Contractor to show cause

A notice under Clause 44.7 shall:

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

b) specify the alleged substantial breach

c) require the Principal to show cause in writing why the Contractor should not exercise a right referred to in Clause 44.9

d) specify the time and date by which the Principal must show cause (which shall not be less than five clear Business Days after the notice is given to the Principal), and

e) specify the place at which cause must be shown.

44.9 Rights of the Contractor

a) If by the time specified in a notice under Clause 44.7, the Principal fails to show reasonable cause why the Contractor should not exercise a right referred to in Clause 44.9, the Contractor may, by notice in writing to the Principal, suspend the whole or any part of the Work Under the Contract.

b) The Contractor shall lift the suspension if the Principal remedies the breach, but if within 20 Business Days after the date of suspension under Clause 44.9, the Principal fails to remedy the breach or, if the breach is not capable of remedy, fails to make other arrangements to the reasonable satisfaction of the Contractor, the Contractor may, by notice in writing to the Principal, terminate the Contract.

c) The Contractor shall be entitled to recover from the Principal any damages incurred by the Contractor by reason of the suspension.

44.10 Rights of the parties on termination

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

44.11 Insolvency

a) If:

i. a party informs the other party in writing or creditors generally that the party is insolvent or is financially unable to proceed with the Contract

ii. execution is levied against a party by a creditor

iii. a party is an individual person or a partnership including an individual person and that person:

a) commits an act of bankruptcy

b) has a bankruptcy petition presented against the person or presents own petition

c) is made bankrupt

d) makes a proposal for a scheme of arrangement or a composition, or

e) has a deed of assignment or deed of arrangement made, accepts a composition, is required to present a debtor's petition, or has a sequestration order made, under Part X of the *Bankruptcy Act 1966* (Cth), or

iv. in relation to a party being a Corporation:

a) notice is given of a meeting of creditors with a view to the Corporation entering a deed of company arrangement

b) the party enters a deed of company arrangement with creditors

c) a controller or Administrator is appointed

d) an application is made to a court for the winding up of the party and not stayed within 10 Business Days

e) a winding up order is made in respect of the party

f) it resolves by special resolution that it be wound up voluntarily (other than for a members' voluntary winding-up)

g) a mortgagee of any property of the party takes possession of that property, or

h) a receiver or a receiver and manager is appointed in respect of any property or undertaking of the party,

then, where the other party is:

v. the Principal — the Principal may, in its absolute discretion, without giving a notice to show cause, exercise the right under Clause 44.4(a)(i) or Clause 44.4(a)(ii), or

vi. the Contractor — the Contractor may, without giving a notice to show cause, exercise the right under Clause 44.9.

b) The rights given by this Clause 44.11 are in addition to any other rights and may be exercised notwithstanding that there has been no breach of Contract.

45 Termination by frustration

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

a) for work executed prior to the date of frustration, the amount which would have been payable if the Contract had not been frustrated and the Contractor had delivered a payment Claim on the date of frustration

b) the cost of materials reasonably ordered by the Contractor for the Work Under the Contract, which the Contractor is liable to accept, but only if the materials become the property of the Principal upon payment

c) costs reasonably incurred by the Contractor in the expectation of completing the whole of the Work Under the Contract and not included in any payment by the Principal

d) all retention moneys and security

e) the reasonable cost of removal of Constructional Plant, and

f) the reasonable cost of return to their place of recruitment of the Contractor's employees engaged in the Work Under the Contract at the date of frustration.

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

46.1 Contractor's prescribed notice

a) In respect of any Claim by the Contractor, arising out of, a breach of the Contract, the Contractor shall provide a prescribed notice to the Administrator within 20 Business Days after the first day upon which the Contractor could reasonably have been aware of the breach.

b) The Contractor shall provide the Administrator with a prescribed notice:

i. in respect of or arising out of any direction or approval by the Administrator (including a direction or approval which the Administrator did not expressly acknowledge to be a variation under Clause 40, but which the Contractor claims is a variation under that Clause 40)

ii. under any provision of the Contract (including Clauses 34.4, 36 and 40.5)

iii. in respect of, or arising out of, the subject matter of the Contract

iv. in tort or under any statute

v. upon a quantum meruit or for restitution based on unjust enrichment, or

vi. for additional payment or compensation on any other legal or equitable basis,

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

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

c) A 'prescribed notice' is a notice in writing which shall be endorsed 'Prescribed Notice Under Clause 46.1' and includes particulars of all of the following:

i. the breach, act, omission, direction, approval or circumstances on which the Claim is, or will be, based

ii. the provision of the Contract or other basis for the Claim or proposed Claim, and

iii. the quantum or likely quantum of the Claim.

d) This Clause 46.1 shall not have any application to:

i. any Claim for payment to the Contractor of an amount or amounts forming part of the original Contract Sum

ii. any Claim for payment for a variation directed by the Administrator in writing and expressly acknowledged by the Administrator to be a variation under Clause 40

iii. any Claim for payment for a valuation made pursuant to Clause 12.3, or

iv. any Claim for an extension of time for Practical Completion.

e) Nothing in this Clause 46.1 shall limit the operation or effect of any other notice provision, time-bar provision, condition precedent or limitation or exclusion clause in the Contract, nor waive the effect of any failure by the Contractor to comply with any such provision or requirement.

46.2 Time for disputing Administrator's directions

a) Where the Administrator has given:

i. a certificate or valuation under the Contact, or

ii. a determination with respect to a Claim by the Contractor, including a Claim:

a) for breach of the Contract by the Principal

b) of the type referred to in Clause 46.1(b)(i) to (vi)

c) for payment for a variation directed or approved under Clause 40, and

d) for an extension of time to the Date for Practical Completion

the Administrator may also give a notice under Clause 46.2 with respect to the certificate, valuation or determination.

b) The notice under Clause 46.2(a) may be given at the same time or after that the certificate, valuation or determination is given but must:

i. be in writing and endorsed 'Administrator's Notice under Clause 46.2'

ii. be given to the Principal and the Contractor

iii. identify the certificate, valuation or determination to which it relates, and

iv. state that the certificate, valuation or determination will be final and binding upon the parties and not subject to dispute unless either party, within 20 Business Days after receiving the Administrator's notice, gives a notice of dispute in accordance with Clause 47.1 disputing the certificate, valuation or determination.

c) If neither the Principal nor the Contractor gives a notice of dispute in accordance with Clause 47.1 within 20 Business Days after receipt of a Administrator's notice under this Clause 46.2, then the certificate, valuation or determination to which the Administrator's notice relates shall be final and binding upon the parties and not subject to dispute notwithstanding Clause 47.

d) Nothing in this Clause 46.2, nor the giving of a Administrator's notice under this Clause 46.2, shall limit the operation or effect of Clause 46.1 or any other notice provision, time-bar provision, condition precedent or limitation or exclusion clause in the Contract, nor waive the effect of any failure by the Contractor to comply with Clause 46.1 or with such other provision or requirement.

47 Dispute resolution

47.1 Notice of dispute

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

b) Notwithstanding the existence of a dispute, the Principal and the Contractor shall continue to perform the Contract, and subject to Clause 44, the Contractor shall continue with the

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

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

47.2 Meeting of representatives

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

47.3 Further steps required before proceedings

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

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

47.3.1 Issues resolution advisor

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

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

47.3.2 Meeting of chief executive officers

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

a) the chief executive officers of the parties, or

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

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

47.3.3 Referral of dispute

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

   i. either:

      a) the dispute has not been resolved within 10 Business Days after the referral of the dispute to the chief executive officers of the parties under Clause 47.3.2, or

      b) a party convenes a meeting under either Clause 47.2, or 47.3.2 and the other party fails to attend that meeting, provided that 10 Business Days after the referral of the dispute to the chief executive officers have passed, and

   ii. that written notice is delivered within six months after an event in Clause 47.3.3(a)(i) occurs (or such longer period as agreed by the parties).

b) If a notice is not given within the timeframe in Clause 47.3.3(a)(ii), then:

   i. a party must not refer the relevant Dispute to arbitration or litigation

ii. a party's failure to comply with Clause 47.3.3(a)(ii) may be pleaded as a bar to the commencement of any arbitration or litigation proceedings in relation to that Dispute, and

iii. the subject of that Dispute must not be made the subject of further Dispute notice.

47.3.4 Privileged meetings

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

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

47.3.5 Issues resolution advisor

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

If the Administrator and Contractor's Representative fail to resolve the dispute within 10 Business Days after the service of a notice of dispute, the party may, by notice in writing to the other party, refer such dispute to the issues resolution advisor (IRA) appointed under Clause 49.

47.3.6 Meeting of chief executive officers

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

a) the chief executive officers of the parties, or

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

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

47.3.7 Referral of dispute

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

a) the dispute has not been resolved within 10 Business Days after the referral of the dispute to the chief executive officers of the parties under Clause 47.3.5, or

b) a party convenes a meeting under either Clause 47.2, 47.3.5 or 47.3.6 and the other party fails to attend that meeting provided that 10 Business Days after the referral of the dispute to the chief executive officers have passed.

47.3.8 Privileged meetings

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

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

47.3.9 Dispute resolution board

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

47.3.10 Meeting of chief executive officers

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

a) the chief executive officers of the parties, or

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

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

47.3.11 Referral of dispute

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

a) the dispute has not been resolved within 10 Business Days after the referral of the dispute to the chief executive officers of the parties under Clause 47.3.9, or

b) a party convenes a meeting under either Clause 47.2, 47.3.9 or 47.3.10 and the other party fails to attend that meeting provided that 10 Business Days after the referral of the dispute to the chief executive officers have passed.

47.3.12 Privileged meetings

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

47.4 Arbitration

a) Arbitration shall be effected by a single arbitrator who shall be nominated by the Chairperson for the time being of the Queensland Chapter of the Resolution Institute. Such arbitration shall be held in Queensland.

b) Unless the parties agree in writing, any person agreed upon by the parties to resolve the dispute pursuant to Clause 47.3 shall not be appointed as an arbitrator, nor may that person be called as a witness by either party in any proceedings.

c) Notwithstanding Clause 42.9, the arbitrator may award whatever interest the arbitrator considers reasonable.

d) If one party has overpaid the other, whether pursuant to an Administrator's certificate or not and whether under a mistake of law or fact, the arbitrator may order repayment together with interest.

47.5 Summary or urgent relief

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

48 Dispute Resolution Board

48.1 Dispute Resolution Board

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

48.2 Establishment and tenure of the Dispute Resolution Board

a) Within 10 Business Days after the appointment of the DRB Members in accordance with Clauses 48.5 and 48.6, the Principal and the Contractor shall procure the execution of the DRB Agreement.

b) The DRB will be established as of the date all the parties to the DRB Agreement execute the DRB Agreement and will continue until the later of:

   i. 10 Business Days after the date of the Final Certificate under Clause 42.8, or

   ii. resolution of a dispute the subject of a notice of dispute under Clause 42.8,

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

48.3 Membership of the Dispute Resolution Board

The DRB Members will be:

a) one DRB Member nominated by the Principal

b) one DRB Member nominated by the Contractor, and

c) a third DRB Member appointed in accordance with Clause 48.6.

48.4 Dispute Resolution Board Members' criteria and Disclosure Statements

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

b) DRB Members shall be neutral, act impartially and be free of any conflict of interest. For the purposes of this Clause 48.4, the term 'DRB Member' also includes that DRB Member's current primary full-time employer and 'involved' means having a contractual relationship with either party to the Contract or any other entity, such as a Subcontractor, design professional or consultant, having a role in relation to the Works.

c) A person is prohibited from being a DRB Member if the person or DRB Member:

   i. has an ownership interest in any entity involved in the Contract or a financial interest in the Work Under the Contract, except for payment for services on the DRB

ii. was previously employed by, or had financial ties to, any party involved in the Work Under the Contract within a period of two years prior to award of the Contract, except for fee-based consulting services on other projects

iii. has had a professional or personal relationship with any key member of any entity involved in the Work Under the Contract which, in the opinion of either party, could suggest partiality, or

iv. has had prior involvement in the Work Under the Contract of a nature which, in the opinion of either party, could suggest partiality.

d) DRB Members shall be replaced if the person:

i. is employed or engaged by any entity involved directly in the Work Under the Contract unless the written approval of both parties is given, or

ii. discusses during the term of the Contract being employed or engaged by any entity involved in the Work Under the Contract after the Work Under the Contract is completed.

48.5 Nomination and approval of first two Dispute Resolution Board Members

a) The Principal and Contractor shall each nominate a proposed DRB Member and give the nominee's name and Disclosure Statement to the other party within five Business Days after the Date of Acceptance of Tender.

b) If the nominee is not rejected within seven Business Days after the Date of Acceptance of the Contractor's Tender the nominee is approved.

c) If a nominee is rejected, the nominating party shall request the Chairperson for the time being of Resolution Institute to nominate a person for appointment to the DRB. The party for whom Resolution Institute nominated the person shall procure and give to the other party a Disclosure Statement for the nominee. The person nominated by Resolution Institute is appointed to the DRB if the person satisfies the criteria in Clause 48.4 and the person's Disclosure Statement has been given to the party other than the party for whom Resolution Institute nominated him or her.

48.6 Nomination and approval of third Dispute Resolution Board Member

a) Within five Business Days after the appointment of the first two DRB Member, the parties shall request the first two DRB Members to nominate a third DRB Member by giving to the Principal and the Contractor the third nominee's name and Disclosure Statement.

b) If the Principal or the Contractor do not notify the other party and the appointed DRB Members within five Business Days of receiving the name and Disclosure Statement of why the person nominated does not satisfy the criteria in Clause 48.4 the person nominated is deemed to be appointed a DRB Member.

c) If the first two appointed DRB Members cannot agree on the third DRB Member, or either or both of the Principal or Contractor reject the nominee of the DRB Members, the first DRB Member appointed by the Principal under Clause 48.5 shall request Resolution Institute to nominate a person for appointment to the DRB. The DRB Members shall procure and give to the parties a Disclosure Statement for the nominee. If that person satisfies the criteria in Clause 48.4 and the person's Disclosure Statement has been given to the parties the person nominated by Resolution Institute is deemed to be appointed a DRB Member.

48.7 Replacement

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

48.8 Meeting

a) Each party shall execute and shall ensure that the DRB Member nominated by the party or by Resolution Institute on the party's behalf, executes the DRB Agreement at the first DRB meeting.

b) The first DRB meeting shall be held at the place nominated by the Principal. During the first meeting, the DRB shall confirm the Principles of Process in Part 2 to the DRB Agreement for the conduct of its routine Site visits and its meetings on disputes. The conduct of the business of the DRB shall be based on the provisions of the Contract but procedures must be adaptable to changing the situations and, if requested by the Principal and the Contractor, the DRB shall initiate new procedures or modified procedures.

c) The DRB will visit the Site and meet with representatives of the parties at periodic intervals and at other times requested by the parties.

d) Each meeting with representatives of the parties shall consist of an informal discussion followed by a field observation of the progress of the Work Under the Contract. The discussion and field observation shall be attended by representatives of the Principal and the Contractor.

48.9 Review of Disputes

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

48.10 Recommendations

a) For the purposes of this Clause 48.10 and Clauses 48.9 and 48.11, a recommendation includes a recommendation of at least two of the DRB Members.

b) A recommendation of the DRB is binding on both parties only if:

   i. it is a recommendation in relation to a Claim for the payment of an amount of $500,000 or less unless agreed otherwise by the parties, or

   ii. it is a recommendation in any other case and within 10 Business Days of receiving the DRB's recommendation, or such longer time as is specified by the DRB in providing its recommendation, either the Principal or the Contractor fail to provide written notice to the other and to the DRB of the rejection of the recommendation.

48.11 Admissibility

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

a) that the DRB considered the dispute

b) the qualification of the DRB Members, and

c) the DRB recommendation that resulted from the process

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

48.12 Payment

a) The fees and expenses of all three DRB Members shall be shared equally by the Principal and the Contractor.

b) The Contractor shall pay the invoices of the DRB Members after approval by the Principal and include in payment Claims under Clause 42.1, fifty percent of all invoices paid in accordance with this Clause 48.12(b).

c) The Contractor is not entitled to any payment for the participation of anyone on its behalf or for whom it is responsible, including any Subcontractor or designer in the DRB process.

49 Issue Resolution Advisor

49.1 Issues Resolution Advisor

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

49.2 Establishment and tenure of the Issues Resolution Advisor

a) Within 10 Business Days after the appointment of the IRA in accordance with Clause 49.5, the Principal and the Contractor shall procure the execution of the IRA Agreement.

b) The IRA will be established as of the date all the parties to the IRA Agreement execute the IRA Agreement. Where Alternative 1A of Item 43A applies, the appointment of the IRA will continue until 10 Business Days after the dispute has been resolved and the outcome formally agreed by the parties. Where Alternative 1B of Annexure A applies the appointment of the IRA will continue until 10 Business Days after the date of the Final Certificate under Clause 42.8. In either case, the establishment of the IRA is subject to the earlier termination of the Contract by either party, or termination of the IRA Agreement by the Principal and the Contractor.

c) It is expected that all issues will be resolved by the Date of Practical Completion.

49.3 Selection of Issues Resolution Advisor

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

49.4 Issues Resolution Advisor criteria and Disclosure Statements

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

b) The IRA shall have expertise relevant to the nature of the dispute, or alternatively engage appropriate specialist advisors.

c) The IRA shall be neutral, act impartially and be free of any conflict of interest. For the purposes of this Clause 49.4, the term 'IRA' also includes the IRA's current primary full-time employer, and 'involved' means having a contractual relationship with either party to the Contract, or any other entity, such as a Subcontractor, design professional or consultant having a role in relation to the Works.

d) A person is prohibited from being an IRA if the person or IRA:

   i. has an ownership interest in any entity involved in the Contract, or a financial interest in the Work Under the Contract except for payment for services on the IRA

   ii. was previously employed by, or had financial ties to, any party involved in the Work Under the Contract within a period of two years prior to award of the Contract, except for fee-based consulting services on other projects

   iii. has had a professional or personal relationship with any key member of any entity involved in the Work Under the Contract which, in the opinion of either party, could suggest partiality, or

   iv. has had prior involvement in the Work Under the Contract of a nature which, in the opinion of either party, could suggest partiality.

e) The IRA shall be replaced if the person:

   i. is employed or engaged by any entity involved in the Work Under the Contract unless the written approval of both parties is given, or

   ii. discusses during the term of the Contract being employed or engaged by any entity involved in the Work Under the Contract after the Work Under the Contract is completed.

49.5 Nomination and approval of Issues Resolution Advisor

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

b) The IRA chosen shall be from TMR Contract Administration Services panel.

49.6 Replacement

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

49.7 Meeting

a) Clauses 49.7 c) to e) are applicable to the engagement of the IRA under Alternative 1B of Item 43A.

b) Each party shall execute and shall ensure that the IRA nominated or by Resolution Institute on the parties' behalf, executes the IRA Agreement at the first IRA meeting.

c) The first IRA meeting shall be held at the place nominated by the Principal. During the first meeting, the IRA shall confirm the principles of process in the IRA Agreement for the conduct of its routine Site visits and its meetings on disputes. The conduct of the business of the IRA shall be based on the provisions of the Contract but procedures must be adaptable to changing the situations and, if requested by the Principal and the Contractor, the IRA shall initiate new procedures or modified procedures.

d) The IRA will visit the Site and meet with representatives of the parties at periodic intervals and at other times requested by the parties. Unless noted otherwise, the IRA shall attend all monthly Site meetings.

e) Each meeting with representatives of the parties shall consist of an informal discussion followed by a field observation of the progress of the Work Under the Contract. The discussion and field observation shall be attended by representatives of the Principal and the Contractor.

f) All communications in relation to IRA matters outside of meetings shall be copied to all parties to ensure the Principal, Contractor and IRA remain fully informed.

g) The IRA will be provided with:

   i. a copy of the signed Contract documentation, and

   ii. copies of the following documents:

      a) monthly reports

      b) minutes of meetings, and

      c) any Other Documents needed by the IRA to perform the role.

49.8 Review of disputes

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

49.9 Recommendations

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

a) it is a recommendation in relation to a Claim for the payment of an amount of $100,000 or less unless agreed otherwise by the parties, or

b) it is a recommendation in any other case and within 10 Business Days of receiving the IRA's recommendation, or such longer time as is specified by the IRA in providing its recommendation, either the Principal or the Contractor fail to provide written notice to the other and to the IRA of rejection of the recommendation.

49.10 Admissibility

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

a) that the IRA considered the Dispute

b) the qualification of the IRA, and

c) the IRA recommendation that resulted from the process

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

49.11 Payment

a) The fees and expenses of the IRA shall be shared equally by the Principal and the Contractor.

b) The Contractor shall pay the invoices of the IRA after approval by the Principal and include in payment Claims under Clause 42.1, 50 percent of all invoices paid in accordance with this Clause 49.11(b).

c) The Contractor is not entitled to any payment for the participation of anyone on its behalf or for whom it is responsible, including any Subcontractor or designer in the IRA process.

50 General

50.1 Warranties by joint venturers

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

a) each joint venture warrants to the Principal:

i. the joint venturers have entered into a valid and binding joint venture agreement, a copy of which has been provided to the Principal before the Date of Acceptance of Tender

ii. it will promptly provide to the Principal a copy of any amendment to the joint venture agreement;

iii. it will fully comply with the terms of the joint venture agreement and

iv.

v. it will give prompt notice to the Principal of any dispute between the joint venturers, of which formal notice has been given by one to the other.

b) The receipt or review of, or any comment on, the joint venture agreement by the Principal shall not constitute a representation by the Principal that the agreement is suitable, workable or consistent with the terms of the Contract and shall not relieve the Contractor from the performance of, or compliance with, any term of this Contract.

50.2 Waiver of conditions

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

99 Additional clauses

99.1 Clause Bank (C7836)

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

FORM OF DEED POLL

DEED POLL MADE AT _____ **ON** _____ **2021**

BY [**INSERT FULL SUBCONTRACTOR NAME**] (**ABN** [**Insert**]) of [Insert Full Physical address including Suburb State Postcode] (the **Subcontractor**).

IN FAVOUR OF: **THE STATE OF QUEENSLAND THROUGH THE DEPARTMENT OF TRANSPORT AND MAIN ROADS (ABN [INSERT ABN])** of [INSERT address], Brisbane, Queensland, 4000 (the **Principal**).

RECITALS

A. The Principal has entered into an agreement with **Contractor ACN 000 000 000** (**Contractor**) for the provision of design services, subcontract construction documentation management services and construction management services in relation to the **Project Name** (**Project**).

B. The Subcontractor has or will have an agreement (the **Subcontract**) with the Contractor or a subcontractor of the Contractor for the execution and completion of the [insert description of the works or product to be provided by the Subcontractor] (the **Subcontract Works**) for the Project.

C. It is or will be a condition of the Subcontract that the Subcontractor executes this Deed Poll.

This deed poll provides as follows:

2. The Subcontractor shall:

   (i) make and keep accurate and complete records of:

      (a) its tender, including without limitation the preparation and submission of that tender;

      (b) tenders received by it from Subcontractor tenderers, whether accepted or not;

      (c) the execution and completion of the work under the Subcontract; and

      (d) compliance with commitments made in its tender relating to the local benefits test contained in the Queensland Procurement Policy and the Best Practice Principles and the Best Practice Industry Conditions, including payroll records, management records and time recordings, that are in any format or stored on any medium, including without limitation photographs, electronic files, telecommunications or social media.

   (ii) subject to the Subcontractor's right to claim legal professional privilege in respect of any record, which is hereby maintained, permit the Principal and its agents to inspect and to copy at any time any records referred to in clause 2(i) and provide electronic copies of such records in native format.

3. The Subcontractor consents to the Principal disclosing or providing copies of any records which the Principal inspects or copies in accordance with clause 2 of this Deed Poll to the Contractor.

4. This Deed Poll is governed by and construed in accordance with the laws of the Queensland.

5. The Subcontractor hereby submits to the non-exclusive jurisdiction of the courts of Queensland and any courts that may hear appeals from any of those courts, for any proceedings in connection with this Deed Poll, and waives any right it might have to claim that those courts are an inconvenient forum.

6. This Deed Poll may not be revoked or otherwise modified without the prior written consent of the Principal.

Executed as a DEED POLL

Executed by [INSERT NAME OF SUBCONTRACTOR] by or in the presence of:

_____	_____
Signature of Director	Signature of Secretary/other Director
_____	_____
Name of Director in full	Name of Secretary/Director in full

From: Allan S Uhlmann [redacted]
Sent: Wed 14/07/2021 12:54:51 AM (UTC)
To: Bishrul H Mohamed Hafreth [redacted]
Graham J Hobbs [redacted]
Cc: Dean A Misso [redacted]; Adam J Williams [redacted]
Subject: FW: Meeting follow up
Attachment: CL_DOCS-#11954262-v1-C7830_TIC_GCoC_alp_(CL_amendments)_TMR_comments_v_2.DOCX
Attachment: CL_DOCS-#11954262-v1-C7830_TIC_GCoC_alp_with_BPP_and_BPIC_clauses.DOCX

Haafi, Graham

As discussed – will need Dean to confirm/provide a final version.

This will need to go to tenderers on the Centenary project today for their information as a draft of the planned GCC for the project (because it will be released to Unions this afternoon – as committed by Min's office).

There will be time to review and make amendments prior to the Centenary tender docs being finalised.

Cheers

Allan

Allan Uhlmann
Executive Director (Program Management and Delivery)
Program Delivery and Operations | Department of Transport and Main Roads

Floor 17 | 313 Adelaide Street | Brisbane Qld 4000
[redacted]
www.tmr.qld.gov.au

From: Melinda Pugh <[redacted]>
Sent: Tuesday, 13 July 2021 3:48 PM
To: Dean A Misso <[redacted]>
Cc: Allan S Uhlmann <[redacted]>; Deanne M Hawkswood <[redacted]>
Subject: RE: Meeting follow up

Thanks Dean.

Here is a further version addressing your comments.

I have provided another version with the changes marked in track but with comments deleted that is suitable to give to the Minister's Office for discussion.

The stakeholder engagement proposal should be outlined in their tender and so it will be brought into the contract that way. If you want to specifically call it out, that can be done once we see the accepted tender.

I've pulled 3.2.5 back a bit – see what you think. Stakeholders might want it stronger, but we will see what their feedback says.

I've included a new 14.12 about records and audits.

Queensland Government

Melinda Pugh
Deputy Crown Solicitor
Commercial, Property, Insurance and Risk Branch
for **Crown Solicitor**
Crown Law

[redacted]

From: Dean A Misso [redacted]
Sent: Tuesday, 13 July 2021 1:51 PM
To: Melinda Pugh [redacted]
Cc: Allan S Uhlmann [redacted]; Deanne M Hawkswood [redacted]
Subject: Meeting follow up

Hi Melinda,

Thank you for our discussions this morning.

As mentioned, Clause 64 of the Southern Queensland Correctional Precinct – Stage 2 has been reviewed, and we would like to see how 64.1; 64.2(d) and 64.4(a)-(c) could fit within the current TIC-CO, noting that there are some overlaps.

We also forgot to mention:

1. The clause in relation employee union encouragement. For example, that the Principal

Contractor takes reasonable steps to engage with all relevant stakeholders, including employee unions with an interest in the project, with a view to ensuring a positive industrial relations environment is achieved and maintained for the project. Would this condition be contained in both the conditions of tender and general conditions of contract given some Principal Contractors may have different ways of engagement throughout the tendering cycle?
2. In relation to 3.2.5, should TMR determine ways in which it would be satisfied (or not satisfied) whether the Contractor has implemented the arrangements as set out in the Contractor's Tender? It could deal with different circumstances/case-by-case by a general "any other relevant matter". If so, where should these decision parameters sit? Also, in relation to my comments on the show cause in clause 3.2.5 – could it read to refer to the show cause process?

> …then the Principal may, give the Contractor written notice to Show Cause why it should not ~~by written notice to the Contractor,~~ terminate the Contract. If the Principal terminates the Contract under this clause….

Dean Misso
Executive Director (Office of the Deputy Director-General)
Infrastructure Management and Delivery Division
Department of Transport and Main Roads

[redacted]

****
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Opinions contained in this email do not necessarily reflect the

From: John Ryan[redacted]

Sent: Thur 15/07/2021 1:28:46 AM (UTC)

To: Adam Edwards[redacted]
warren.crowther[redacted]
BRADY[redacted]
Terry.Waterson[redacted];
gary.georgiou[redacted];
Ross.Olser[redacted];
Richard.Cowley[redacted]
Andrew Hammill[redacted]

Cc: Patrick J Dennehy[redacted]; Dean A Missc[redacted]; Allan S Uhlmann[redacted]; Deanne M Hawkswood[redacted]

Subject: Centenary Bridge Upgrade - Documents are FYI only

Attachment: CL_DOCS-#11954262-v1-C7830_TIC_GCoC_alp_with_BPP_and_BPIC_clauses_DRAFT_SECURED.pdf

Attachment: CL_DOCS-#11957976-v1-Form_of_Subcontractor_Deed_Poll_DRAFT_SECURED.pdf

Good morning,

I am emailing you regarding the Centenary Bridge Upgrade project's contract documentation addressing Best Practice Principles and Transport Best Practice Industrial Relations.

As you have submitted an EOI you would be aware that the Department of Transport and Main Roads is in the process of shortlisting based on Expression of Interests received on Thursday 10 June 2021. For the Best Practice Principles and Transport Best Practice Industrial Relations to be included in the project the department has made some changes to the TIC-CO contract documents. Accordingly please find attached the department's TIC-CO General Conditions of Contract and the amendments that are proposed for implementation. These documents are being sent to you for your information only, and do not form any part of the current shortlisting process, and do not require any response on your behalf.

The attached documents are sent to you without prejudice, and may change without notice prior to being released as part of the Request for Tender (Stage 2) of the Centenary Bridge Upgrade project's procurement process. Further, this email is being sent to all parties that have submitted an EOI for the project, and is in no way any indication of who will be shortlisted.

The attached documents are also being sent to industry groups, such as the Queensland Major Contractors Association, for their information only.

Regards,

Jack Ryan
Deputy Regional Director (Metropolitan)
Department of Transport and Main Roads

From: Deanne M Hawkswood[/O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=B73018F5978646BBA2A14534893B9295-DEANNE MARI]

Sent: Fri 16/07/2021 3:25:14 AM (UTC)

To: TMR DLO[redacted]

Subject: RE: Email to Trade Unions regarding Centenary Conditions of Contract

Thanks Cyndy

Deanne Hawkswood
General Manager | Strategic Procurement
Infrastructure Management & Delivery | Department of Transport and Main Roads
[redacted]

From: TMR DLO[redacted]
Sent: Thursday, 15 July 2021 10:33 AM
To: Deanne M Hawkswood[redacted]>
Subject: RE: Email to Trade Unions regarding Centenary Conditions of Contract

Hi Deanne

This has been sent to CoS.

Kind regards

Cyndy Nguyen
A/Department Liaison Officer | Minister for Transport and Main Roads
Corporate Division | Governance Branch | Department of Transport and Main Roads
[redacted]

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 Service Act 2008*. Encouraging or directing another person to do these things may also be an offence.

From: Deanne M Hawkswood[redacted]
Sent: Wednesday, 14 July 2021 6:07 PM
To: TMR DLO[redacted]>
Subject: Email to Trade Unions regarding Centenary Conditions of Contract

Good evening

The attached email was issued recently to the following Trade Unions:

- Michael Ravbar, CFMEU, [redacted]
- Jade Ingham, CFMEU, [redacted]
- Luke Tiley, legal advisor CFMEU, [redacted]
- Beau Malone, ETU, [redacted]
- Lisa Midson, ETU, [redacted]
- Mark Raguse, AWU, [redacted]
- Rohan Webb, AMWU, [redacted]
- Luke Bardon, Plumbers, [redacted]

This was a commitment provided at a meeting last week between the Minister, CoS, Director-General and TMR staff.

Would it be possible for you to advise the Minister's Office that the email was issued as per the commitment.

Thank you!
Dee

Deanne Hawkswood
General Manager | Strategic Procurement
Infrastructure Management & Delivery | Department of Transport and Main Roads

[redacted]

Centenary Bridge Upgrade Project

Stage 2 - RFT: Pre-Tender Briefing

31 August 2021

Presented by
John Ryan, Deputy Regional Director (Metropolitan)
Deanne Hawkswood, General Manager (Strategic Procurement)
Department of Transport and Main Roads (TMR)

Australian Government

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About us



Centenary Bridge Duplication – Overview



Artist's impression of the Centenary Bridge Upgrade, Department of Transport and Main Roads.

Project milestones

Milestones Description	Milestones
Stage 1 - Expressions of Interest	4 May – 10 June 2021 - Completed
Stage 1 – Feedback	17 August 2021 - Completed
Community Consultation	19 August – 19 September 2021 - In Progress
Stage 2 - Request for Tender	September – October 2021
Contract Award	December 2021
Start of Construction	2022
Construction Completion	2026

DTMR.0024.0003.9199_0004

Community consultation overview

July to September 2021

Community consultation (as of 27 August 2021):

- Elected Representative (Local, State, Fed) – 10 elected reps have received emails, phone calls and information packs delivered to their offices, (4 face to face meetings)
- Letterbox notifications - 23,000 notifications
- Online community engagement –

  (19 August 2021 to *19 September 2021)*
  - 95 incomings received (with a further 15 received over the weekend)
- Social media – 1 x TMR social media post with the information shared to at least 4 community pages, 3 elected rep pages and 2 BUG pages on Facebook
- 3 x Notice of Entry notifications sent



Opening of the Centenary Bridge at Jindalee, Brisbane - 1964, Brisbane City Council.

Tendering Overview



Procurement process overview

- Modified two stage procurement process utilising a TIC-CO* Contract
  - Stage 1 – Expression of Interest (EOI) – Completed
  - Stage 2 – Request for Tender (RFT) – To commence in September 2021
- A tender contribution does not apply.



*TIC-CO – Transport Infrastructure Contract – Construct Only.

Stage 2 – Request for Tender

- Four shortlisted proponents from Stage One will be invited to submit a tender
- Evaluation Criteria:
  - 70 per cent price:
    - Schedule of rates TIC-CO contract
  - 30 per cent non-price:
    - Non-price criteria related to KRAs
    - Will require Provisional Sums for KRAs (but not included as part of 70 per cent price score)
- Interactive process on KRAs with Tenderer of the highest-ranked tender
  - 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 with the tenderer of the second highest ranked tender. This process will repeat until the tenderer of the relevant ranked tender is notified of award of contract, to the satisfaction of the Principal's Representative.

Stage 2 Request for Tender Non-price criteria overview by Key Result Area



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

- Industrial Relations commitments
  - The proposed Industrial Relations strategy to be implemented including how you propose to maintain a positive industrial relations environment for the project.
  - Supply chain selection and management, including use of reputable suppliers and sub-contractors
  - Managing competing policy priorities
- Workforce commitments
  - Self performed (employment status)/indirect/labour hire
  - Diversity and inclusion programs
- Trainees and apprentices
  - Proposed numbers, type and recruitment strategy
  - How you may provide ongoing support through the project



KRA 2 – Safe workplaces

Prioritising best practice workplace health and safety systems and standards and a culture of safety for all

- How you will manage the safety of workers, motorists, cyclists, pedestrians and marine users for the project.
- Mitigation of construction related critical risks and controls to minimise disruption on the network

KRA 3 – Local supply chain and manufacturing

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

- Targeting local spend and ensuring high levels of Local Industry Participation, with regard to Reputable Suppliers
- Managed increased demand on market and supply chain resources and strategies to manage its impact
- Updated Supply Chain Engagement Strategy

KRA 4 – Sustainability

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

- History and commitment to achieving Infrastructure Council of Sustainability Australia (ISCA) outcomes equivalent to Leading or Excellent
- Intended approach to meeting infrastructure sustainability targets and strategies to exceed where practical
- Recognising that some may not have previously implemented ISCA – will be asked to demonstrate the intent of advancing infrastructure sustainability outcomes

KRA 5 – Project delivery optimisation

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

- Stakeholder communications – history of, and commitments to:
  - Timely responses
  - Stakeholder satisfaction
  - Maintaining current stakeholder database
  - Delivering improvements based on learnings
- Practical completion
  - History of, and commitment to, achieving in line with contractual requirements
  - Proposed assurance processes
- Weather
  - History of, and commitment to, effective implementation of a Severe Weather Management Plan
  - Proposed processes to effectively address non-conformances

Probity

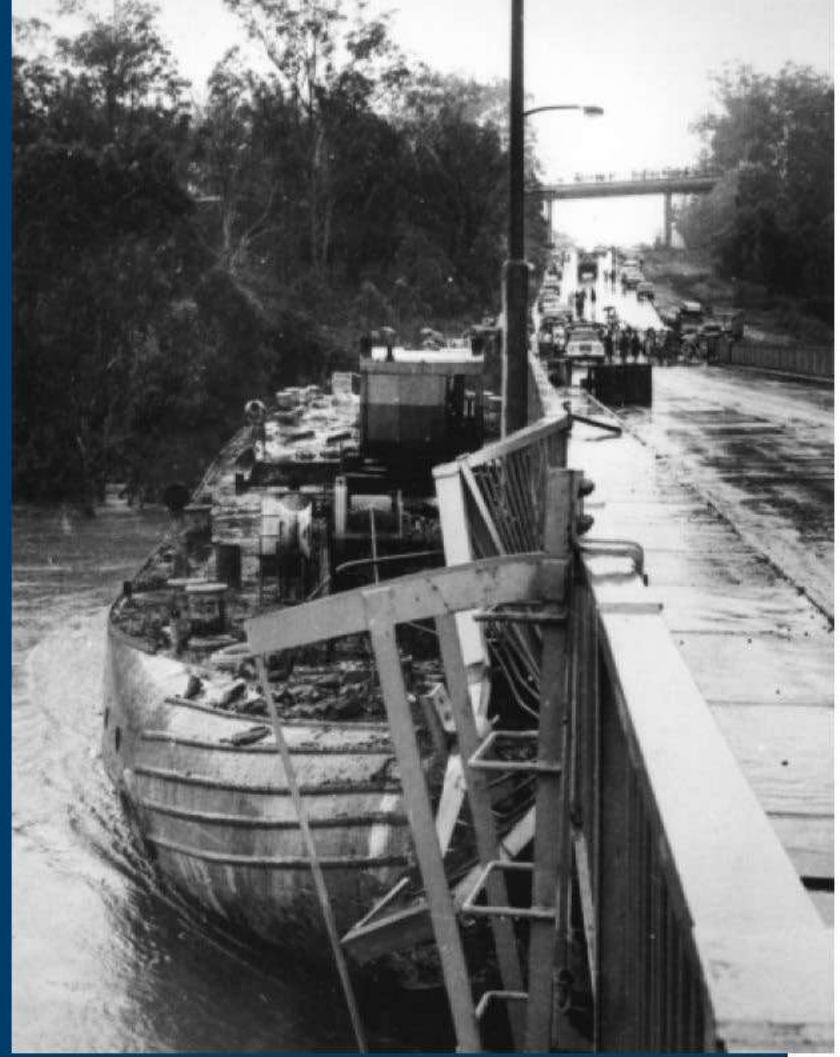
- A probity advisor has been appointed to oversee the tender and procurement process
- Darren Laarhoven, Managing Partner - UHY Haines Norton
  - [redacted]
  - [redacted]
- Please contact the appointed probity advisor with the following information to raise any probity concern:
  - Set out the issues
  - Indicate how the issues impact on the party's interests
  - Provide relevant background information
  - Set out the outcome desired.

Contact details

Any further queries in relation to the Stage 2 – RFT should be directed through the Request for Information (RFI) process, Email the project team at: [redacted]

- One issue per RFI form ONLY.
- Please fill out areas required of the proponent and forward the form as an email attachment
- Please indicate if the issue is Commercial in Confidence (CIC). Once TMR has investigated the issue and prepared a response, all proponents will receive a copy of this issue/response (unless CIC).

Questions



Barge against the Centenary Bridge – 1974 floods, © Queensland Stat Library.

DTMR.0024.0003.9199_0017


Thank you
and stay connected
TMRQld
@TMRQld
Department of Transport and Main Roads
TMRQld
www.tmr.qld.gov.au/projects/centenary-motorway-ellen-grove-toowong-centenary-bridge
13 QGOV (13 74 68)
www.tmr.qld.gov.au | www.qld.gov.au

From: Deanne M Hawkswood[/O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=B73018F5978646BBA2A14534893B9295-DEANNE MARI]

Sent: Wed 01/09/2021 1:01:03 AM (UTC)

To: jingham[redacted]; luke[redacted]; Chris Lynch[redacted]

Cc: Scott Gartrel[redacted]

Subject: Centenary Bridge - Media Release

Please find below the recent media release on the shortlisted proponents for Centenary.

Minister for Transport and Main Roads
The Honourable Mark Bailey

Centenary Bridge upgrade takes big strides forward

A major upgrade of the Centenary Bridge at Jindalee has reached two new milestones, with four contractors shortlisted for the project and community consultation set to start.

The upgrade includes building a new, three-lane, northbound bridge and refurbishing the existing bridge to become a three-lane, southbound bridge.

Recognised as the first stage of the overall Centenary Motorway upgrade, the project will also include active transport provisions.

Federal Minister for Communications, Urban Infrastructure, Cities and the Arts, the Hon Paul Fletcher MP, said the Centenary Bridge upgrade was one of many critical infrastructure projects being delivered by the Morrison Government across the region.

"The Morrison Government has committed $112 million for the upgrade of the Centenary Bridge, which provides a critical link for South East Queensland carrying more than 85,000 vehicles a day," Minister Fletcher said.

"Duplicating the Centenary Bridge will help to increase capacity, efficiency and travel-time reliability along the Centenary Motorway, as well as the active transport routes between Brisbane's central business district and western suburbs.

“By alleviating congestion along critical sections of roads like this one, we’re helping people to get home to their families sooner and safer, we’re helping freight move more quickly between our cities, and we’re generating jobs across the country.”

Queensland Transport and Main Roads Minister, the Hon Mark Bailey MP, said there had been significant community interest and now was the opportunity to review the project.

“It is important to fix congestion and safety issues along the Centenary Motorway, so the feedback will help us to better understand the experiences and needs of the local community and road users,” Minister Bailey said.

“The bridge and associated active transport connections will see the Palaszczuk Government delivering an overall $224 million project.

“This work is being delivered through the Palaszczuk Government’s record $27.5 billion, four-year roads and transport investment plan to support 24,000 jobs.

“This project alone will support 240 jobs, helping to drive Queensland’s economic recovery from COVID-19.

“I am also pleased to announce four contractors have been shortlisted for the upgrade’s stage two tender.

“This is the first Transport and Main Roads project to have Best Practise Industry Conditions included in the tendering documents.”

Federal Member for Ryan, Julian Simmonds MP, welcomed the milestone.

“This project is part of my commitment to improve traffic flow for the Western Suburbs, it will have a big impact on our community” Mr Simmonds said.

“The federal funding injected into the Centenary Motorway upgrade will mean less time sitting in traffic and more time at home with your family.

“I’ll be encouraging Ryan residents to have their say.”

State Member for Mount Ommaney, Jess Pugh MP, said she was excited to hear from her constituents about what they want the new Centenary Bridge to look like.

“This is an important part of the planning process and moves us a step closer to getting shovels in the ground,” Ms Pugh said.

“Delivering a second Centenary Bridge was a commitment the Palaszczuk Government made during the 2020 election campaign, and now we are getting on

with the job.

“This work follows the recently completed $80 million upgrade of the Sumners Road Interchange on the Centenary Motorway, which we delivered six months ahead of schedule.

"I encourage Centenary residents to get involved and provide their feedback on this important bridge upgrade.

“I’ll also be running mobile offices around the electorate in a COVID-safe way between now and September 19, which will be the last chance for people to have their say before major works start next year.”

“I look forward to talking to people around the area and hearing what they want from this exciting project.”

The expression of interest process closed on 10 June 2021 and shortlisting was completed on 10 August 2021.

The recommended four shortlisted contractors are (in alphabetical order) Bielby Hull Brady Joint Venture, BMD Georgiou Joint Venture, Fulton Hogan BESIX Watpac Joint Venture and John Holland. The shortlisted proponents will be invited to submit a tender for the works later this month.

In response to the COVID-19 public health crisis, the Queensland Government has endorsed safety measures, including social distancing and limiting non-essential face-to-face contact.

Unfortunately, this means the planned information sessions are unable to take place. However, there are other ways to provide your feedback or ask any questions you may have about the proposed design.

For more information or to provide your feedback by 19 September 2021, visit the project webpage at http://www.tmr.qld.gov.au and search for 'Centenary Bridge Upgrade', read through the frequently asked questions, view the online map email the project team at [redacted] or call [redacted] (during business hours).

Media contact:

Toby Walker | [redacted] | [redacted]

From: Anthony P Philp[redacted]

Sent: Wed 15/09/2021 10:53:49 AM (UTC+10:00)

To: Amanda Yeates[redacted]

Cc: Julie Mitchell[redacted]; Anne E Moffat[redacted]; Les S Dunn[redacted] Allan S Uhlmann[redacted]; Deanne M Hawkswood[redacted]; Benjamin J Stewar[redacted]; Karen S Peut[redacted]; Nick T Shaw[redacted]; Paul M Hesford[redacted]; Jennifer E Aller[redacted]

Subject: FW: Centenary Bridge Upgrade Project

Attachment: Indicative Bid template.docx

Attachment: 2021-22 MYFER process update.pptx

Hi Amanda,

Fyi – will be meeting with the DG tomorrow to discuss a number of items including options to start signalling to Government the cost impacts of BPICs and the current/future market conditions.

The Centenary email below is one of several that are starting to pop up, including RRR detailed design P90 at $1.35b for a $1b project.

It is clear that there isn't any willingness at a ministerial level to lead with highlighting the BPICs impacts, rather the approach is one of hope that this can be managed within existing funded project contingencies, noting that this won't be possible when coupled with what we're seeing from the market.

Note, dealing with these issues with a funding solution has been largely exhausted we'll be (able to deal with smaller items, not the larger ones though), noting what we've had to do with registration uplift to address the Coomera Connector project (also noting the medium term risk of registration receipts holding at the current level).

I'm thinking the approach at this time is to alert Government to the issue IE looking to avoid the scenario of in the next 12-18 months of us having to constantly front CBRC coupled with an accusation that we didn't provide them with an early warning signal.

Also, it is uncertain how this will play out, however suspect that difficult scope decisions will be part of the solution.

There are a number of options that we can consider to provide the early warning to Government (CBRC/ICC). One option that is available at present is the upcoming Mid-Year Fiscal and Economic Review (MYFER) process which allows agencies to complete a simple template which will provide an alert for potential items to be considered as part of the 2022/23 budget process next year.

Thinking we submit one for BPICs and another for market conditions (template and slide deck providing context attached)

Dee – can you please complete one for BPICs – can you please include the calc that highlights the approx. BPIC impact on existing projects where an allowance hasn't been made.

Allan – appreciate if you could also prepare one for market conditions providing examples where possible.

The templates are due back to Finance on 27th September – happy to work together and assist.

Happy to discuss

Thanks

Tony Philp
General Manager (Portfolio, Investment and Programming)
Policy, Planning & Investment | Department of Transport and Main Roads

[redacted]



From: Dean A Misso [redacted]
Sent: Tuesday, 14 September 2021 5:32 PM
To: Anthony P Philp <[redacted]
Cc: Deanne M Hawkswood <[redacted]
Subject: Centenary Bridge Upgrade Project

Hi Tony,

I hope you are well.

I just wanted to let you know that I have been in discussions with the Metro project team in the last week about funding for the centenary bridge upgrade project. The concern is that there will not be enough funding to cover the BPP/BPIC elements as the project contingency/escalation estimates are reasonably tight.

They wanted to put a briefing note up with an estimate but I have suggested that we wait to understand the 'offers' before proceeding.

Just in relation to that, should the existing funding envelope not cover the full project costs, what is the usual process for both funding and the requisite approvals to allow contract award.

Thanks,
Dean

Dean Misso
Executive Director (Office of the Deputy Director-General)
Infrastructure Management and Delivery Division
Department of Transport and Main Roads



CN-13712 – Centenary Bridge upgrade Project – Stage 2

Post Tender Correspondence - Request for Information Form

To the Project Proponent,

Herein is a Request for Information (RFI) form. Please fill out areas required of the proponent and forward the form as an email attachment to [redacted]

Thank you

Request for Information Details (to be filled out by initiator of RFI)	
Date Initiated:	22/11/2021
Short Description of Issue:	Conditions of Tendering – C7821.TIC
Requested By (Person's name & proponent or TMR):	Junwei Ang TMR Tender Assessment Panel Chair

Transport and Main Roads (to be filled out by TMR)	
TMR RFI Reference Number:	**PTC-RFI-007**

Proponent Name: (to be filled out by proponent)	**BHBJV** **FHBWJV** **GBJV** **John Holland**
Proponent Reference Number: (if any)	N/A
Email Contact:	N/A
Phone number:	N/A

TMR Office Use Only	
TMR RFI Number	PTC-RFI-007
Date Sent	22/11/2021
Date response received:	22/11/2021
Date closed	22/11/2021

Note: Proponents are requested to not remove / delete the grey highlighted section, or enter / edit data in 'TMR Office Use Only' section.

Queensland Government

CN-13712 – Centenary Bridge upgrade Project – Stage 2

Information Provided by ☒ **TMR** ☐ **Contractor**

Background

In reference to Conditions of Tendering – C7821.TIC , Clause 12.4 b)

For Tenders with non-price tendering criteria, the Principal shall, with two Business Days after the Tender closing, announce all company names and relative ranking based on the tendered amount (including any Alternative Tenders) as shown on the Tender Form for each Tender received from the Tenderer through:

i a schedule issued to Tenderers via the Electronic Tendering System, or
ii via correspondence or other means of communications in the absence of an Electronic Tendering System.

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

After Award, the following information shall be made available:

iii winning Tenderer and Tender Price
iv Tender Prices of all Tenderers at the close of tenders.

Information Provided

In lieu of the limitation with the Electronic Tender System used, please find attached information in relation to the company names and relative ranking based on the tendered amount (including any Alternative Tenders) as shown on the Tender Form for each Tender received (Lowest tendered amount at the top and highest tendered amount at the bottom).

No.	Name of tenderer	Appears Complying
1.	Bielby Hull Brady Joint Venture (BHBJV)	Alternative Tender
2.	Georgiou BMD Joint Venture (GBJV)	Yes
3.	Bielby Hull Brady Joint Venture (BHBJV)	Yes
4.	John Holland Qld Pty Ltd	Yes
5.	Fulton Hogan BESIX Watpac Joint Venture (FHBWJV)	Yes
6.	John Holland Qld Pty Ltd	Alternative Tender

.

Response to provided information by ☒ **TMR** ☐ **Contractor**

N/A, No response required, PTC-RFI-007 closed 22/11 /2021

----------End----------

Queensland Government

From: Deanne M Hawkswood[/O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=B73018F5978646BBA2A14534893B9295-DEANNE MARI]

Sent: Wed 24/11/2021 2:45:15 AM (UTC)

To: Darren Laarhoven[redacted]; Junwei Ang[redacted]

Cc: CentenaryBridgeUpgrade[redacted]; Jeffrey J Weeks[redacted]; Gavin G Allen[redacted]; Trevor A Land[redacted]

Subject: RE: CBU - CN13712 - Tender assessment progress and relative ranking of submissions received

Hi Darren

The RTI was in the possession of one of the relevant unions (CFMEU) so not a proponent, but certainly an interested party. I'm not aware of how they got the info, which is why I was asking Gavin and Junwei some questions as my understanding was the information is restricted IE not published/publicly available.

Dee

Deanne Hawkswood
General Manager | Strategic Procurement
Infrastructure Management & Delivery | Department of Transport and Main Roads
[redacted]

From: Darren Laarhoven[redacted]
Sent: Wednesday, 24 November 2021 12:34 PM
To: Junwei Ang <[redacted]>; Deanne M Hawkswood [redacted]
Cc: CentenaryBridgeUpgrade <[redacted]>; Jeffrey J Weeks [redacted]; Gavin G Allen <[redacted]>; Trevor A Land [redacted]
Subject: RE: CBU - CN13712 - Tender assessment progress and relative ranking of submissions received

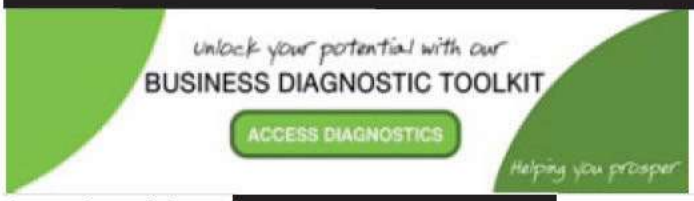
Deanne, based on the questions (or comments) you and Gavin have fielded,

- Would the proponent likely to have known greater information than what was in their submission and the subsequent information provided by Junwei
- Did they suggest where they gained the information?

Regards

Darren Laarhoven
Managing Partner

[redacted]
UHY Haines Norton Chartered Accountants & Business Advisors
[redacted]
[redacted]



From: Junwei Ang <[redacted]
Sent: Wednesday, 24 November 2021 12:22 PM
To: Deanne M Hawkswood [redacted]
Cc: Darren Laarhoven [redacted]>; CentenaryBridgeUpgrade [redacted]>; Jeffrey J Weeks [redacted]; Gavin G Allen [redacted]; Trevor A Land [redacted]
Subject: RE: CBU - CN13712 - Tender assessment progress and relative ranking of submissions received

Hi Dee,

The information was released as per the C7821 - Conditions of Tendering, Cl 12.4b) and yes, is based only on the tendered amount at close of Tender.

We were meant to post this on the Electronic Tendering System as a schedule, but due to the limitations with the QBuild system, it was sent as a PTC instead.

I do not have any legal training but my interpretation for general purposes is this is not meant to be public knowledge even when posted on the Electronic Tendering System as it would only be available to TMR and the Tenderers as a schedule and as per Clause 24.3 that Information supplied by the Principal (including the Tender Documents or any other information provided by the Principal pursuant to these Conditions of Tendering) shall be regarded as confidential and shall not be disclosed by the Tenderer to any person or use for any purpose other than complying with these Conditions of Tendering except
the extent:
i. the information is already generally known to the public
ii. the Principal has given its prior written consent (which consent shall not be unreasonably withheld)
iii. disclosure is required because of any legislative requirement
iv. information is disclosed to and used by a professional advisor or an insurer or financier, or
v. a Subcontractor or Consultant (who is contractually bound to keep the information confidential)
and in any case only for the purpose of allowing the party to comply with these Conditions of Tendering.

Noting there are various shared and common suppliers here across the 4 proponents especially in relation to girders supply, I surmise the spread of (mis)information might have started from one such

supplier / sub-contractor.

Hope this helps

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

ii. via correspondence or other means of communications in the absence of an Electronic Tendering System.

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

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

ii. via correspondence or other means of communications in the absence of an Electronic Tendering System.

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

After Award, the following information shall be made available:
i. winning Tenderer and Tender Price

ii. Tender Prices of all Tenderers at the close of tenders.

Kind Regards,

Junwei Ang
Principal Engineer | Metropolitan Region / Brisbane Office
Program Delivery & Operations Branch | Infrastructure Management & Delivery | Department of Transport and Main Roads

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[redacted]

From: Deanne M Hawkswood [redacted]
Sent: Wednesday, 24 November 2021 11:42 AM
To: Junwei Ang [redacted]
Cc: D.Laarhoven [redacted]
Subject: RE: CBU - CN13712 - Tender assessment progress and relative ranking of submissions received

Thank you Junwei

Can I please just confirm that the recent RFI with the status and ranking (price only) of the tenderers was only sent to those tenderers and would not be available to others? That is the info was restricted and not public.

Dee

Deanne Hawkswood
General Manager | Strategic Procurement
Infrastructure Management & Delivery | Department of Transport and Main Roads

[redacted]

From: Junwei Ang [redacted]
Sent: Wednesday, 24 November 2021 11:19 AM
To: Trevor A Land [redacted]; Gavin G Allen <[redacted]
Jeffrey J Weeks [redacted]; Imran Z Qaiser [redacted]
David Nghi [redacted]; Gautham Z Nair [redacted]; Dean A Misso <[redacted] Deanne M Hawkswood [redacted]; Rohan M Davies [redacted]
Amod P Rijal <[redacted]; Faiz Z Rahmansyah [redacted]
Cc: CentenaryBridgeUpgrade <[redacted]>;
D.Laarhoven [redacted] >; Francisca P Satya [redacted] Graham R Kerr <[redacted]; John Ryan [redacted] Metropolitan Procurement [redacted]>; Kirsty L George [redacted]>;
Tanya L Boyce [redacted]>
Subject: CBU - CN13712 - Tender assessment progress and relative ranking of submissions received

Good morning TAP members and Specialist Advisors,

Further to my discussion on Monday with the bid manager from GBJV and yesterday with the Bid Managers from FHBWJV and BHBJV, there were comments about industry chatter on the relative pricing of the submissions that is the subject of PTC-RFI-007. This morning, I had another call from the bid manager from John Holland and along the same vein as previous conversations with the other bid managers, news seems to out in the industry as John Holland had heard about the 2 potential ULB letters that had gone out? I was asked a very pointed question by John Holland which I neither confirmed or otherwise and merely confirmed that the non-price assessment is completed; and TMR is still doing the compliance and conformance checks for all the submissions received as part of the price assessment currently underway and not just for the "Tenders in Contention". I am also not implying confidentiality / probity has been breached nor the Tender Assessment progress has been leaked, I suspect the proponents had worked out the ULBs outcome, based on their own discussions on their relative price submissions, hence the pointed query from John Holland.

I am also made aware by Gav this morning, Deanne (General Manager - Strategic Procurement) has been fielding queries from industry on this relative ranking information as well in recent days.

Can I reiterate that the information that the TAP members and Specialist Advisors are privy to, are privileged information and not for public dissemination while the Tender Assessment is still in progress. To maintain probity and the robustness of this Tender assessment process, please be extra careful with any conversations in relation to CBU with anyone that is not part of the CBU project (directly or indirectly) and as Darren reminded us in his Probity sessions, no corridor / pantry discussions but quiet room / area only discussions please. If we needed any further clarity / advice, I am happy to facilitate any discussion with Darren, if not also happy if you would like to speak to Darren directly as well.

I thank you for your assistance and let me know if we had inadvertently breached any confidentiality / probity and I can discuss with Darren as required as per normal process.

Thanks!

Kind Regards,

Junwei Ang
Principal Engineer | Metropolitan Region / Brisbane Office
Program Delivery & Operations Branch | Infrastructure Management & Delivery | Department of Transport and Main Roads

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[redacted]

From: Junwei Ang
Sent: Monday, 22 November 2021 3:35 PM
To: Gautham Z Nair <[redacted]>
Cc: CentenaryBridgeUpgrade <[redacted]; Jeffrey J Weeks [redacted]>; Gavin G Allen [redacted] Trevor A Land [redacted] D.Laarhoven [redacted]
Subject: CBU CN13712 PTC RFI 007 Approved

Gautham,

PTC-RFI-007 approved. Please organise for this to be send out to all proponents.

I have discussed this with Sarah and Antonia our Procurement Delegates earlier this afternoon, after the bid manager from GBJV rang earlier today requesting for this information.

Thanks

Kind Regards,

Junwei Ang

Principal Engineer | Metropolitan Region / Brisbane Office
Program Delivery & Operations Branch | Infrastructure Management & Delivery | Department of Transport and Main Roads

[redacted]

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From: Deanne M Hawkswood[redacted]

Sent: Thur 25/11/2021 7:47:26 AM (UTC)

To: Sharon Bailey[redacted]

Cc: Amanda Yeates[redacted]1; Les S Dunn[redacted]; Dean A Misso[redacted]

Subject: Centenary Bridge Upgrade Project

Attachment: PTC-RFI-007 - CBU - CN13712 - 20211122.pdf

Hi Sharon

Lovely to speak with you as always .. maybe one day it will be on a different topic?!

I also had a call earlier from Jade (CFMEU) which sounds like it was similar to the call between Paul and Michael last night.

They have somehow obtained a copy of a document issued only to the four tenderers for Centenary (see attached). It is a requirement to notify tenderers on who tendered, their conformance and they are listed by the tendered price (from lowest to highest). It is no indication of the outcome – the department doesn't know the outcome as the evaluation process remains underway. At this stage, the schedule is to have it finalised/awarded before Christmas, however that could change.

Jade's concerns were also with the BPIC not being a threshold for compliance, and it isn't for TMR. It is part of the non-price weighting through both stage 1 and 2 of the tender process. It is treated in much the same way as other govt policy commitments – if your don't respond well to the commitment, you will be scored accordingly and vice versa for those who do respond positively. As you know, the risks for TMR to mandate this on the contractor and requiring the contractor to mandate it to their subcontractors is very high, so implementation is via the process and the contract. I think this varies a bit from the EPW process but I didn't want to pose a counter argument with Jade.

Hope this information is helpful and always happy to provide anything further.

Thanks again
Dee

Deanne Hawkswood
General Manager | Strategic Procurement
Infrastructure Management & Delivery | Department of Transport and Main Roads
[redacted]

Sent: Thur 25/11/2021 3:47:09 PM (UTC+10:00)

To: TMR DLO[redacted]

Cc: Amanda Yeates[redacted] Dean A Misso[redacted] 'scott.gartrell[redacted]

Subject: Contact by CFMEU regarding Centenary Bridge Upgrade

Hi team

I just had a call from Jade Ingham at CFMEU raising concerns about BPIC on the current Centenary Bridge procurement. He indicated he will bring his concerns to the Ministers Office.

Jade has obtained a copy of the notice provided to the 4 Tenderers which ranks them by tender box price and advises if they are conforming or alternative. He is concerned the highest ranked on that list are not aligned on BPIC (based on his interaction with them) and those ranked lowest are aligned on BPIC. I advised him it is not an indication of the outcome as the evaluation is still active and the list is only based on their tender box price. He would not disclose how he got the notice.

Deanne Hawkswood
General Manager | Strategic Procurement
Infrastructure Management & Delivery | Department of Transport and Main Roads
[redacted]

From: Dean A Misso[redacted]

Sent: Fri 26/11/2021 12:04:04 AM (UTC)

To: Anne E Moffat[redacted]l; Deanne M Hawkswood[redacted]

Subject: RE: Meeting with MO yesterday

Attachment: Centenary Bridge Upgrade Project

Hi Anne,
I was only at the meeting for a few minutes were I gave an update on GCLR3.
Dee will have some information as the trade union CFMEU has been in contact with Dee and DG EPW and there is some concerns about the Centenary Bridge Upgrade Project.
Fulton Hogan is part of a JV for this project. A summary provided to Sharon Bailey of EPW yesterday is attached.
For noting, the CFMEU has a copy of the tender information. The probity advisor for the project has been advised as there are clear confidentiality requirements as part of any tendering process, including this one.
Dean

Dean Misso
Executive Director (Office of the Deputy Director-General)
Infrastructure Management and Delivery Division
Department of Transport and Main Roads
[redacted]

From: Anne E Moffat <[redacted]
Sent: Friday, 26 November 2021 8:57 AM
To: Deanne M Hawkswood[redacted]; Dean A Misso[redacted]
Subject: Meeting with MO yesterday

Was there a Fulton Hogan issue that was raised as part of your meeting yesterday?

Anne Moffat
Chief Operations Officer
Office of the Director-General | Department of Transport and Main Roads
[redacted]

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From: Deanne M Hawkswood[/O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=B73018F5978646BBA2A14534893B9295-DEANNE MARI]

Sent: Fri 26/11/2021 10:22:16 AM (UTC+10:00)

To: TMR DLC [redacted]

Cc: Amanda Yeates [redacted]; Les S Dunn[redacted]; Dean A Misso[redacted]; Allan S Uhlmann[redacted]; John Ryan[redacted]

Subject: Info request by MO_Centenary Bridge and BPP/BPIC

Hi team

Could you please provide the following information to COS and Finn. This is a follow-up from a discussion and request earlier today on the BPP/BPIC criteria weightings on this project.

The Centenary Bridge procurement process is being undertaken in multiple stages with weightings applied as follows:

- Stage 1 (Expression of Interest)
  - 40% local benefits and best practice principles
    - 10% local benefits
    - 10% safety
    - 10% IR
    - 5% trainees/apprentices
    - 5% workforce profile
  - 30% company experience and construction methodology
  - 20% management plans
  - 10% resources
- Stage 2 (Tender)
  - 30% key result areas (KRAs)
    - KRA1 – quality jobs (incl BPIC)
    - KRA2 – safety
    - KRA3 – local content
    - KRA4 – sustainability
    - KRA5 – project delivery optimisation
  - 70% price

The Qld Procurement Policy and Best Practice Principles Guide set out requirements for how to manage the weightings for local content and best practice principles (p.16) – see extract below from the BPP Guide:

> **Evaluation criteria – weightings (best practice principles and relationship to the local benefits test)**
> Under the QPP agencies are required to conduct a local benefits test for all significant procurement where a weighting of up to 30 per cent may be applied.
> Refer to the Local benefits test guide for more help with applying the test and to view worked

examples.
As previously mentioned, a weighting of up to 20 per cent can be applied for the best practice principles.
A total, maximum combined weighting of up to 40 per cent can be applied for the local benefits test and best practice principles where both are applied in a tender process.
This means that, in determining weightings for a combined situation where both the local benefits test and best practice principles are applied, that:
• the combined total weighting for the local benefits test and best practice principles cannot exceed 40 per cent
• where the weighting for the best practice principles exceeds 10 per cent, the weighting given to the local benefits test cannot be weighted at the maximum 30 per cent so as to not exceed the maximum combined weighting of 40 per cent (e.g. if the best practice principles are weighted at 20 per cent, then maximum local benefits test weighting available would be 20 per cent).
In recognition that aspects of the local benefits test are also covered by the best practice principles, care needs to be taken to ensure that the application of the local benefits test and the best practice principles do not result in tenderers being asked to respond against the same or highly similar criteria for both the local benefits test and best practice principles.

I've attached a copy of the BPP Guide – FYI

Thanks
Dee

Deanne Hawkswood
General Manager | Strategic Procurement
Infrastructure Management & Delivery | Department of Transport and Main Roads
[redacted]

From: Deanne M Hawkswood[/O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=B73018F5978646BBA2A14534893B9295-DEANNE MARI]
Sent: Tue 30/11/2021 10:46:58 AM (UTC+10:00)
To: Darren Laarhoven [redacted]
Subject: RE: IN CONFIDENCE : Centenary post tender document release to CFMEU

Thanks for that Darren and yes, it could have be an internal breach.

No I'm not aware if Junwei has done that.

Dee

Deanne Hawkswood
General Manager | Strategic Procurement
Infrastructure Management & Delivery | Department of Transport and Main Roads

[redacted]

From: Darren Laarhoven [redacted]
Sent: Tuesday, 30 November 2021 8:35 AM
To: Deanne M Hawkswood <[redacted]
Subject: IN CONFIDENCE : Centenary post tender document release to CFMEU

Thanks Dee,

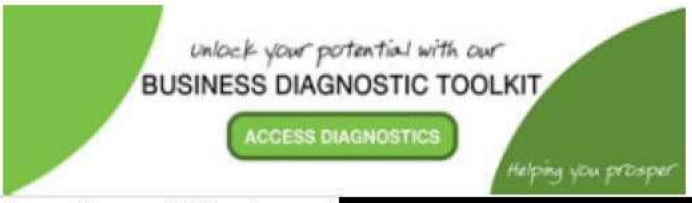
Your comments to the CFMEU were very well measured and thankyou for the update. At this point I do not require anything further from yourself.
I agree this could be a breach of one of the proponents. However it could also be an internal breach.

For completeness do you know whether Junwei has reported to the A/RD the pricing information has been leaked.

Regards

Darren Laarhoven
Managing Partner

My new email address [redacted]u
UHY Haines Norton Chartered Accountants & Business Advisors
[redacted]



From: Deanne M Hawkswood [redacted]
Sent: Monday, 29 November 2021 6:01 PM
To: Darren Laarhoven [redacted]
Cc: Deanne M Hawkswood [redacted]
Subject: Centenary post tender document release to CFMEU

In Confidence

Hi Darren

I was going to call and realised I didn't have your number. Just following up after our last discussion regarding the post tender document the CFMEU had a copy of.

I did speak with Jade Ingham from CFMEU last Thursday afternoon as he wanted to share his concerns with me after he had read this document. I asked how he came to have a copy of it and he would not disclose (fell off the back of a truck apparently).

He appears to have read the document and taken it as the potential outcome of the process and a demonstration the department is not committed to the BPIC policy. As you'd appreciate, I tried to correct those assertions and mentioned:

1. The evaluation remains underway, there is no decision or ranking
2. The document he has obtained a copy of, is a requirement in the process to notify the tenderers on the conformance status and they ranked by tender box price
3. The tender box pricing is no indication of the outcome as non-price is considered part of the decision making for the evaluation panel
4. He raised concerns that 30% for 'BPIC' is not sufficient and that the BPIC should be a threshold criteria – here I said:
    a. the first stage was 100% non-price which included the BPP and BPIC. This stage was 30% and 70% (non-price/price) and is appropriate as TMR must balance value for money, constructability and government priorities.
    b. Regarding BPIC threshold his view is that if you don't comply, you won't be recommended in line with EPW and government commitment. My response was on the procurement governance process and role of the various parties – evaluation team, internal delegates and approving officer. At this point he did ask who was on the evaluation team, to which I said TMR officers.

This may be a breach of the tendering conditions (?) of another party to release this document. However I do not see any gain/advantage by doing so, but does reinforce many parties are watching this one.

Please let me know if you need anything further from me?

Thanks
Dee

Deanne Hawkswood
General Manager | Strategic Procurement
Infrastructure Management & Delivery | Department of Transport and Main Roads

[redacted]

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From: Amanda Yeates[redacted]
Sent: Wed 01/12/2021 7:24:04 AM (UTC)
To: Jade Ingham[redacted]
Cc: Deanne M Hawkswood[redacted]
Subject: Centenary Procurement Process

Hi Jade

Following up on our meeting today. Below is the diagram that explains the Centenary procurement process. This flow diagram was published in the EOI documents, so all tenderers are aware that this is how it will work. Couple of things of note that we discussed today:

- Stage 2 tender evaluation has price and non-price considerations;
- If the interactive session (with the top-ranked tenderer) does not yield an acceptable submission, TMR can invite the next ranked tenderer to commence the interactive process.

The process is made up of two main stages:
Stage 1 – invite those capable and prequalified to deliver the project. Assessment is only on non-price criteria and is seeking to establish a short list of tenderers to progress to the next stage.
Stage 2 – invite those shortlisted to submit a tender for the project. Information required is more specific to the project and the evaluation considers both price and non-price criterion. Tenderers will be ranked and the highest ranked tenderer will be invited to an interactive session with TMR to finalise the matters on the KRAs, which includes the BPIC. Should the interactive session not yield an acceptable submission, TMR can invite the next ranked tenderer to commence the interactive process on KRAs.



'Respect the Distance'. Stay Safe.

Amanda Yeates BE (Civil) RPEQ FIEAust CPEng EngExec NER APEC Engineer IntPE (Aus) MAICD
Deputy Director-General | Infrastructure Management & Delivery
Department of Transport and Main Roads

[redacted]

Sent: Sun 12/12/2021 12:18:33 AM (UTC+10:00)

To: TMR DLO[redacted]

Cc: Amanda Yeates[redacted]; Les S Dunn[redacted]; Dean A Misso[redacted]

Subject: Info request by MO_Centenary Bridge and BPP/BPIC

Attachment: best-practice-principles-quality-safe-workplaces.pdf

Hi team

Could you please provide the following information to Allarna and Finn. This is a follow-up from a discussion and request earlier today on the BPP/BPIC criteria weightings.

The Centenary Bridge procurement process is being undertaken in multiple stages with weightings applied as follows:

- Stage 1 (Expression of Interest)
  - 40% local benefits and best practice principles
    - 10% local benefits
    - 10% safety
    - 10% IR
    - 5% trainees/apprentices
    - 5% workforce profile
  - 30% company experience and construction methodology
  - 20% management plans
  - 10% resources
- Stage 2 (Tender)
  - 30% key result areas (KRAs)
    - KRA1 – quality jobs (incl BPIC)
    - KRA2 – safety
    - KRA3 – local content
    - KRA4 – sustainability
    - KRA5 – project delivery optimisation
  - 70% price

The Qld Procurement Policy and Best Practice Principles Guide set out requirements for how to manage the weightings for local content and best practice principles (p.16) – see extract below from the BPP Guide:

> **Evaluation criteria – weightings (best practice principles and relationship to the local benefits test)**
> Under the QPP agencies are required to conduct a local benefits test for all significant procurement where a weighting of up to 30 per cent may be applied.
> Refer to the Local benefits test guide for more help with applying the test and to view worked examples.
> As previously mentioned, a weighting of up to 20 per cent can be applied for the best practice principles.
> **A total, maximum combined weighting of up to 40 per cent can be applied for the local benefits test and best practice principles where both are applied in a tender process**.
> This means that, in determining weightings for a combined situation where both the local

benefits test and best practice principles are applied, that:

- the combined total weighting for the local benefits test and best practice principles cannot exceed 40 per cent
- where the weighting for the best practice principles exceeds 10 per cent, the weighting given to the local benefits test cannot be weighted at the maximum 30 per cent so as to not exceed the maximum combined weighting of 40 per cent (e.g. if the best practice principles are weighted at 20 per cent, then maximum local benefits test weighting available would be 20 per cent).

In recognition that aspects of the local benefits test are also covered by the best practice principles, care needs to be taken to ensure that the application of the local benefits test and the best practice principles do not result in tenderers being asked to respond against the same or highly similar criteria for both the local benefits test and best practice principles.

I've attached a copy of the BPP Guide – FYI

Thanks
Dee

Deanne Hawkswood
General Manager | Strategic Procurement
Infrastructure Management & Delivery | Department of Transport and Main Roads

[redacted]
www.tmr.qld.gov.au

From: TMR DLO[redacted]
Sent: Tue 08/02/2022 7:01:43 AM (UTC)
To: Deanne M Hawkswood[redacted]
Cc: Amanda Yeates[redacted]
Subject: RE: BPIC Update for Minister's Office - meeting with Building Trades Group 9 Feb

Hi Deanne,
DG approval obtained, and information provided to MO, thank you

Warm Regards,

Jim Rintoull
Departmental Liaison Officer | Cabinet, Legislation and Executive Services
Governance Branch | Corporate Division | **Department of Transport and Main Roads**
[redacted]

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From: Deanne M Hawkswood[redacted]
Sent: Tuesday, 8 February 2022 4:34 PM
To: TMR DLO[redacted]
Cc: Amanda Yeates[redacted]
Subject: BPIC Update for Minister's Office - meeting with Building Trades Group 9 Feb

Good afternoon

I understand there is a meeting tomorrow with the Minister's Office and the Building Trades Group (of unions). The Minister's office requested an update on the BPIC implementation which is provided below (including the attachments). Could you please send this through the appropriate channels, thank you.

BPIC Update

- The **Besix Watpac and CFMEU Minor Civil Construction Union Collective Agreement** was approved by the Fair Work Commission on 1 February (please see *attached* which includes the Commission's deliberations). It is a Greenfields Agreement and appears to cover Civil and Marine works for the company and relates to the Brisbane City Council's Kangaroo Point Green Bridge contract awarded to Besix Watpac. We are currently reviewing the scope and application

of this agreement to understand what it might mean more broadly for transport civil construction projects.

- **GCLR3** – John Holland lodged their Greenfield Agreement with the ABCC late last year, at this stage TMR is not aware if that has been approved as yet. Should it be approved, the Greenfield Agreement will be lodged with the Fair Work Commission for consideration and approval.
- **BPIC Project Updates** (Project Pipeline attached):
    - **Coomera Connector North Project** – TMR has worked with the proposed JV contractor (Acciona Georgio JV) on their IR strategy and draft project specific agreement. Their draft project specific agreement is currently with the ABCC before they commence negotiations. In line with commitments by the department a meeting is scheduled for 1pm tomorrow (9 February) with the following invited parties. Following this meeting we anticipate AGJV will release their draft project specific agreement and commence the negotiation process with the relevant unions in line with their commitment.

        - Amanda Yeates, TMR (Chair)
        - Deanne Hawkswood, TMR
        - Melinda Pugh, Crown Law
        - Ann-Maree Knox, TMR
        - Malcolm Tilgner, TMR
        - Scott Gartrell, Advisor to TMR

        - David Balmer, Joint Venture

        - Gary Georgiou, Joint Venture

        - Ryan Murphy, Joint Venture

        - Mark Raguse, AWU (declined)
        - Chris Lynch, ETU
        - Jade Ingham, CFMEU

        - Rohan Webb, AMWU (declined)
        - Luke Bardon, PPTEU

    - **Coomera Connector Central Project** this is the second package of works that comprise the Coomera Connector Stage 1 Project and is currently being evaluated. Similar to the North project (package), this Central project (package) included the Transport BPIC for projects over $300 million, which was included as part of the procurement process.
    - **Centenary Bridge Upgrade Project** – the procurement process remains active.

- **Rocky Ring Road Project** – the procurement for this project is underway and is going through the evaluation stage currently. The project which will be awarded through two packages including the KRAs and Transport BPIC. Given the likely value of the packages, it is envisaged the Transport BPIC for projects over $300 million will be applicable (this is subject to a CBRC decision).
- **Exit 49 Pacific Motorway** – this project is going through procurement with evaluation of the second stage planned to commence later this month. The project is valued at approx. $110m and includes the KRAs and Transport BPIC.
- **Walkerston Bypass Project** – this $145m project was one of projects approved to apply the BPIC retrospectively as it was in the procurement process when the CBRC decision was made. The project was recently awarded to Fulton Hogan. Benefits committed to include increased direct employment opportunities, training, local spend, indigenous participation and indigenous local suppliers.

- Completing a **CBRC submission** - **BPIC for Transport Projects valued over $300 million**.

There is some urgency on this with some current projects within this threshold in active procurement such as Qld Train Manufacturing Program, Coomera Connector Central and Rocky Ring Road. We engaged with DPC and Treasury last week on the submissions content and will provide a copy this week for their feedback.

Deanne Hawkswood
General Manager | Strategic Procurement
Infrastructure Management & Delivery | Department of Transport and Main Roads
[redacted]

Subject: FW: CN-13712 - Centenary Bridge Upgrade - Interactive Process - Actions for Meeting #2 (13 June, 2022)

Attachments: Centenary Bridge - Proposal for Envelope #3, Rev 0.pdf; Centenary Bridge - Procurment Practice, Rev 0.pdf

From: Leigh Hahn [redacted]
Sent: Friday, 1 July 2022 10:12 AM
To: Metropolitan Projects <[redacted]
Subject: CN 13712 Centenary Bridge Upgrade Interactive Process Actions for Meeting #2 (13 June, 2022)

Good Morning.

Firstly, thank-you for the consideration in permitting our reply to Actions from the Minutes of Meeting (13 June, 2022) to be transmitted on July 1 instead of June 27 as nominated.

1. Final answer first - our proposed Envelope #3 now tallies $21.92 million or 14.7% of the Tender Sum - please refer to the attached document titled, *Proposal for Envelope #3, Rev 0*.
   Changes are described
   below.

2. Further to the Minutes, there were two Actions assigned to Georgiou BMD Joint Venture (GBJV).

   - **Action #1 Tailor a program / proactive approach to tackle family violence in relation to KRA 1 Item (b) (i) family violence leave, include costs and action**

     GBJV has spoken with two entities - one in academia, the other a community based group - who deliver on-site training and education programs in respect of Domestic and Family Violence.
     The proposed campaign covers eight modules delivered every 2nd month, commencing once substantial construction activities are underway.
     The campaign is comprehensive with the modules covering issues including awareness and prevention, methods of assistance, workplace issues, social and economic impacts, issues impacting minority demographic groups, trauma and technology.
     GBJV envisage 2 or 3 sessions of 1½ hours each delivered on-site, on each training day, to approximately 20 - 30 persons per session.
     This is a substantial commitment across the duration of the project to capture the entirety of the workforce present at the site on each occasion.
     GBJV anticipate that as we intend to have a high portion of directly-engaged staff and labour that they will participate in all eight modules

     In our previous discussions, the revision in the forecast Provisional Amount form $300,000 to $600,000, was agreed in principle.
     It is noted that this sum is not only for the on-site training and education programs but for the established of a Domestic and Family Violence leave pool.

     We trust that this satisfies this item and as ever, remain available to progress further upon request.

   - **Action #2 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**

GBJV has adapted information provided in our Envelope #1 Tender Submission (October 2021) to develop a Procurement Practice - - please refer to the attached document titled, *Centenary Bridge - Procurement Practice, Rev 0*.
TMR will note that this Practice affords an opportunity to filter relevant Subcontract Packages, into or out of the Clause 9 requirements and/or the application of the Transport BPIC.

> *GBJV's Three Envelope Procurement Practice (Non-Price, Price & BPIC) responds to the requirements of C7830.TIC July 2021 Clause 9.2 Subcontracting*
> *Application of the Procurement Practice will be to packages which are envisaged to be:*
> *(a) >$1 million in value; and/or,*
> *(b) involvement at site > 3 continuous months; or,*
> *(c) by discretion of GBJV's Project Manager for packages with perceived HSEQ, IR, Commercial, public perception &/or Program risks.*

This decision tree has been replicated that in *Proposal for Envelope #3, Rev 0* at Item Ten.
We have also provided an indication as to what level, number, value and composition of subcontract packages that this would apply too.

Following consultation, on the numerous issues and complexities surrounding the application of Transport BPIC to subcontractors, GBJV has revised the applicable rate at Item Six in *Proposal for Envelope #3, Rev 0* from $8/hr to an estimate of $12.50/hour.
Again, we reinforce, that this remains an estimate of the application and that the Administrator shall have visibility of the Envelope #3 submissions that GBJV receives from market once on the Project.

We remain available to further progress this item, if so required.

3. TMR would be aware of the recent over-turning of two 'greenfield agreements' at other projects where BPIC was proposed to be applied - Kangaroo Point Bridge and Gold Coast Light Rail.
   GBJV understands that Fair Work Australia has overturned these Agreements on appeal from a Union on the basis that:
   - the agreement(s) failed to demonstrate they related to a genuine new enterprise
   - the employer(s) had previously employed persons who will be necessary for the normal conduct of the genuine new enterprise and who are proposed to be covered by the new agreement(s)
   - the relevant employee organisations that will be covered by the agreement(s) are entitled to represent the industrial interests of a majority of the employees

   Accordingly, GBJV has altered our proposal to an uplift via Schedule Adjustment to our existing Enterprise Agreements; and, to no longer intend to pursue a 'greenfield agreement' as it too would be vulnerable to over-turn if appealed.

The applicable rate of $9/hr to directly-engaged labour and staff has not be been revised as a consequence of this external development.

4. GBJV has revised the applicable RDO rate from $65,000/instance to $75,000/instance.
   In our previous discussions, GBJV and TMR canvassed that the larger number of RDO's (26 instead of 13) was likely to lead to increased accruals of other leave entitlements; as well as, productivity disruptions and an increase in our time-related Indirect Costs, in the delivery phase of the Project. Hence, the revised rate.

GBJV again thanks TMR for the collaborative approach in resolving Transport BPIC matters.

Leigh Hahn
Project Director
BMD Constructions

[redacted]



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:	John Ryan[redacted]
Sent:	Tue 05/07/2022 6:32:40 AM (UTC)
To:	Adam J Williams[redacted]; Deanne M Hawkswood[redacted]
Cc:	Francisca P Satya[redacted]
Subject:	CN-13712 - Centenary Bridge Upgrade - Interactive Process - Actions for Meeting #2 (13 June, 2022)
Attachment:	Centenary Bridge - Proposal for Envelope #3, Rev 0.pdf
Attachment:	Centenary Bridge - Procurment Practice, Rev 0.pdf
Attachment:	20220701 JV-GBMD.pdf

Adam, Deanne,
With regards to the Centenary Bridge Upgrade project, please find attached Envelope 3 submission from the highest ranked tenderer – Georgiou BMD JV.
They appear to have actioned their two actions as per discussion at the 2nd meeting of the interactive process, on Mon 13 June 2022.
They have altered their proposal to address the matter of a recent over-turning of two 'greenfield agreements'.
They have revised the applicable RDO rate.
Regards,

Jack Ryan
A/Regional Director (Metropolitan)
Program Delivery and Operations Branch, Infrastructure Management & Delivery Division
Department of Transport and Main Roads
[redacted]

PD&O Metropolitan Region, general enquiries[redacted]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.

. . .

CN-13712 Centenary Bridge Upgrade Project

Item	Description	Business as usual	Stretch target BPIC outcome	Provisional Sums (Indicative)	Rationale	Method of measurement	Status
<u>One</u> **KRA#1 Item (a) (i)**	Work profile - labour force split between self-performed, subcontracted and labour hire	Self-performed: 40% Subcontracted: 35% Labour Hire: 25%	Self-performed: 55% Subcontracted: 35% Labour Hire: 10%	$120,000 per 1% increment x (25% -10%) = $1,800,000	150,000 hours moved from labour hire to direct employment with an allowance for unproductive time during work discontinuities for permanent employees.	Nil payable if Labour Hire component exceeds 25% of direct labour hours. For each percentage point achieved less than 25%, an amount is payable at the rate of $120,000 for each percentage point below 25%.	**Agreed in principle** by both TMR and GBJV
<u>Two</u> **KRA#1 Item (a) (ii)**	Diversity and inclusion	Site-based roles: Women: 7.5% ATSI: 1.5% Disadvantaged: 0.0% **Total base target: 9.0%**	Site-based roles: Women: 17.5% ATSI: 3.5% Disadvantaged: 2.0% **Total stretch target: 23.0%**	$50,000 per 1% increment x (23% -9%) = $700,000	Estimated cost for active recruitment of increased diversity in direct labour force plus prioritisation of subcontractors with higher rates of diversity.	Payable at the rate of $50,000 for each percentage point achieved over the combined base target of 9%.	**Agreed in principle** by both TMR and GBJV
<u>Three</u> **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.
<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 .	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 me made for employees who less likely to avail themselves of other leave provisions due to number of RDO rising from 13 to 26.
<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).	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.

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 *Procurement Practice*.	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 *Procurement Practice* in Envelope #1 Application of the *Procurement Practice* will be to packages which are envisaged to be: (a) >$1 million in value; and/or, (b) involvement at site > 3 continuous months; or, (c) by discretion of GBJV's Project Manager for packages with perceived HSEQ, IR, Commercial, public perception &/or Program risks.
			TOTAL	**$21,920,000**	Approximately **14.7%** of Tender Sum (26-Oct-21)		

CN-13712 CENTENARY BRIDGE UPGRADE ENVELOPE ONE - EVALUATION CRITERIA		
GBJV's *Three Envelope Procurement Practice* (Non-Price, Price & BPIC) responds to the requirements of C7830.TIC July 2021 Clause 9.2 Subcontracting Application of the Procurement Practice will be to packages which are envisaged to be: (a) >$1 million in value; and/or, (b) involvement at site > 3 continuous months; or, (c) by discretion of GBJV's Project Manager for packages with perceived HSEQ, IR, Commercial, public perception &/or Program risks.		
Request for Proposal / Quotations (RFP / RFQ) under this Procurement Practice shall be prepared to demonstrate how GBJV will assess, evaluate, recommend and ultimately conduct business with other ethical, environmental and socially responsible suppliers, service provides and subcontractors during the planning, construction, commissioning and defects liability phases of the Project. To quantify the method for best determining and appropriately rewarding reputable suppliers and subcontractors, for Centenary Bridge upgrade. GBJV will apply a 30% non-price criteria weighting system, which includes a range of evaluation criteria (see below) that takes into consideration and strongly focuses on suppliers who can demonstrate Reputable Attributes.		
The 30% non-price criteria weighting system is intended to operate on a gated scoring mechanism to recognise those entities whose endeavours and values align with the stated intentions of the Project in respect of the *Best Practice Principles*		
• **Quality Jobs (10 available points out of 30)**		
○ Score three points for a current *2016 Building Code Compliant* agreement o Score one point for maintaining documented employment agreement which permits measurement against Transport BPIC (December 2020) o otherwise score zero points		
○ Score two points for being an Indigenously owned business o Score one point for being wholly Australian owned business o otherwise score zero points.		
○ Score two points for being a small enterprise (ie, <$10M turnover in previous FY &/or having < 20 FTE's) o Score one point for being a medium enterprise (ie, <$50M turnover in previous FY &/or having < 200 FTE's) o otherwise score zero points		
○ Score one point for demonstrating and maintaining a directly employed labour force for the duration of the Project o otherwise score zero points		
○ Score one point for demonstrating and maintaining or implementing a Skills Development Plan which includes > 15% trainees and apprentices o otherwise score zero points		
○ Score one point for maintaining &/or implementing a diverse workforce which includes FTE of designated background / status being - >17.5% Women; >3.5% ATSI; >2% Disadvantaged o otherwise score zero points		
• **Safe Workplaces (7 available points out of 30)**		
○ Score three points for maintaining an accredited and audited Safety Management System to Australian Government Building and Construction Workplace Health and Safety Accreditation Scheme o otherwise score zero points		
○ Score two points for demonstrating adequate safety performance on a previous BMD and/or Georgiou project o Score one point for demonstrating adequate safety performance on a previous TMR project o otherwise score zero points		
○ Score one point for credibly demonstrating Nil Prohibition Notices being issued to the company in the past three years o otherwise score zero points		
○ Score one point for credibly demonstrating a TRIFR < 3.0 over the past two years o otherwise score zero points		
• **Project Delivery (6 available points out of 30)**		
o Score one point for demonstrating commitment and capacity to match Program req'ts ie, availability of supervisors, personnel, plant, materials o otherwise score zero points.		
○ Score two points for no Departures to the proposed GBJV Minor Works / Subcontract / Supply / Hire Agreement o Score one point for Departures agreed with GBJV to the proposed Minor Works / Subcontract / Supply / Hire Agreement o otherwise score zero points.		
○ Score two points for having a favourable completion report from a previous Georgiou and/or BMD project o Score one point for having a favourable completion report or recommendation from a TMR project completed in the last five years o otherwise score zero points.		
○ Score one point maintaining an accredited and audited Quality Management System o otherwise score zero points.		
• **Local Content (5 available points out of 30)**		
○ Score five points for being a registered business within 125-km of the Centenary Bridge o Score four points for being a registered business in Queensland but >125-km from Site o Score three points for being a registered business in Australia; otherwise score zero points.		
• **Sustainability (2 available points out of 30)**		
○ Score two points maintaining an accredited and audited Sustainability Management System o Score one point for having a documented Environmental or Sustainability Management System o otherwise score zero points .		
TOTAL		

From: Deanne M Hawkswood[/O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=B73018F5978646BBA2A14534893B9295-DEANNE MARI]

Sent: Mon 15/08/2022 8:05:39 AM (UTC)

To: Dennis J WALSH [redacted]

Subject: URGENT_Centenary Bridge Upgrade_BPIC Notes for DG

Hi Dennis

Please see below some dot points for the Director-General for his meeting tomorrow. I also spoke to Anne, who has given a briefing to the DG.

- As we know, the letter of acceptance to the JV has not been sent. We are still in the post-tender stage.
- Verbal advice has been received that the JV will now progress with a project specific agreement.
- We are seeking advice from Crown Law on:
  - What the changes to the Building Code mean, particularly to contractors (as they are the 'code covered entity'). A lot of their restrictions have been removed, which we need to understand so it will be less likely for the contractor to avoid their role.
  - The approach we can/should take for Centenary to resolve the outstanding IR matters. That is, can it be resolved before contract award or after contract award. The discussion I had with Crown Law this afternoon indicated that there are some high risks to make this a requirement prior to contract award. It is more likely the advice will be to resolve post award as a condition of contract.
  - The advice will be with us before the end of this week.
- There is a challenge for the JV to resolve a multi-union agreement, as experienced on GCLR3 and Coomera Connector North. The dispute between the AWU and the CFMEU (building trades) is a significant barrier which we have had very little influence over.
- I do understand that Scott Gartrell was speaking with Peter Ong (ETU) earlier today. It was on the renewables however he was going to mention that Peter's involvement might be helpful for Centenary IR discussions (provide some perspective).

Let me know if there is anything else I may have missed?!

Thank you
Dee

Deanne Hawkswood
General Manager | Strategic Procurement
Infrastructure Management & Delivery | Department of Transport and Main Roads

[redacted]

From: Dennis J WALSH[redacted]
Sent: Mon 22/08/2022 12:55:18 AM (UTC)
To: Deanne M Hawkswood[redacted]
Cc: Debra A Nixon[redacted] Adriana M Chilnicean[redacted]]
Subject: FW: URGENT request for pre-brief on BPICs (incl Centenary update) - today at 1.00pm

Dee

Can you pull some notes together please

Regards

Dennis Walsh BEng, MEng Sc, CPEng, APEC Engineer, Int PE (Aus), RPEQ, MIEAust, M IPWEA, GAICD
A/Deputy Director General | Infrastructure Management and Delivery
Department of Transport and Main Roads

[redacted]

From: Gai Duffy[redacted]
Sent: Monday, 22 August 2022 10:54 AM
To: Tanja A Hagarty <[redacted]
Cc: Dennis J WALSH <[redacted]>; TMR DLO [redacted]>
Subject: URGENT request for pre-brief on BPICs (incl Centenary update) - today at 1.00pm

Hi Tanja
The Minister has a meeting this afternoon at 3pm with the Premier's Deputy CoS (Tam van Alphen) and CFMEU on BPICs.

He would like a pre-brief (at 1pm) ahead of that meeting on BPICs and including an update on Centenary Hwy

Alana suggested that the dept reps should be Dennis Walsh and Deeanne Hawksworth.

I will send a diary invite through shortly – would you please confirm Dennis and/or Dee's attendance.

DLOs – would you also check if there are any relevant materials that can be made available ahead of the pre-brief or brought to the meeting.

Any issues, please let me know asap.

Regards
Gai

Gai Duffy
Executive Assistant and Office Manager
Office of the Hon. Mark Bailey MP
Minister for Transport and Main Roads

[redacted]

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Department of Transport and Main Roads
Meeting Brief
DLO6281

To: Minister for Transport and Main Roads

SUBJECT: Crown Law briefing regarding Australian Building and Construction Commission and Building Code changes **Date/Time:** Friday 2 September, 8.00 am – 8.30 am Minister's boardroom, Level 36, 1 William Street, Brisbane **Attendees:** • Ms Tam Van Alphen, Office of the Premier • Ms Mel Pugh, Crown Law • Mr Dennis Walsh, Deputy-Director-General, Department of Transport and Main Roads • Ms Deanne Hawkswood, General Manager (Strategic Procurement), Department of Transport and Main Roads	**Urgent** Meeting scheduled for 8am on Friday 2 September 2022
Minister's Comments:	

Summary

- The primary purpose of the meeting is to be briefed by Ms Mel Pugh from Crown Law on the implications of the recent changes to the Australian Building and Construction Commission (ABCC) and the Code for the *Tendering and Performance of Building Work 2016* (Building Code) .
- This briefing will provide a foundation of understanding that will facilitate further discussion on options, risks and the best way forward.

Background

- The ABCC provided advice to industry on its concerns regarding the Transport Best Practice Industry Conditions (BPIC) in the Centenary Bridge Upgrade Expression of Interest documents.

Action Officer:	Endorsed by:	Endorsed by: DDG	Endorsed by: DG
Cassandra Franklin	Deanne Hawkswood	Dennis Walsh	Neil Scales
A/Principal Advisor (Comm and Change) Strategic Procurement, IMD	General Manager Strategic Procurement	Deputy Director-General Infrastructure Management and Delivery	Director-General
Tel: [redacted]1	Tel: [redacted]	Tel: [redacted]	Tel: [redacted]
Date: 1 September 2022	Date: 1 September 2022	Date:	Date:

- On 26 July 2022, the Building Code was amended significantly removing many of its requirements. The Department of Transport and Main Roads (TMR) has sought advice from Crown Law on what these changes mean to the implementation of the BPIC on major projects as this will be relevant for Centenary and other upcoming 'BPIC' projects.
- The advice notes that:
  - the changes to the Building Code remove most of the obligations that were imposed by the Code
  - the provisions in the *Fair Work Act 2009* (FW Act) about discrimination, adverse action, and coercion in relation to workplace rights, and corresponding provisions for building work in the *Building and Construction Industry (Improving Productivity) Act 2016* (the BCIIP Act) remain unchanged and the ABCC's functions and powers continue
  - therefore, the main risks to the State in the implementation of the Best Practise Principles (BPPs) and the BPIC remain.
- Project agreements continue to be unenforceable under the BCIIP Act.
- The changes to the Building Code mean that implementing the BPPs and BPIC are lower risk for contractors and subcontractors, as they no longer face being banned from Commonwealth work. For example, making a deal about subcontractor employee's wages. However, it can still be a breach of the FW Act to refuse to deal with a contractor because they do not have an enterprise agreement or an enterprise agreement on particular terms.
- The approach is not without risk because it turns on the subtle difference between terminating because the proponent did not fulfil the contractual term and terminating because the proponent did not have an enterprise agreement, but it is possible.

Issues and Suggested Approach

- Regarding the Centenary Bridge Upgrade project, further advice was sought based on the following question:
  - *At this stage of the procurement, where TMR are in post-offer negotiations with the highest ranked tenderer, can TMR introduce a new requirement for an industrial agreement? If we can, what are the risks and what process and information would be required to be provided to the tenderer?*
- Crown Law provided the following advice:
  - The tender process is aimed at identifying a suitably qualified and experienced supplier to perform the work under the contract.
  - The tender documents are an invitation to submit an offer for the provision of the work under the contract that demonstrates the tenderer has the necessary experience, capacity, understanding and capability to provide the work under the contract at a competitive price.
  - The tender process is not a process for imposing obligations on a tenderer to be performed during the tender process. There is no mechanism in the tender documents for TMR to impose obligations on a tenderer.
  - The Conditions of Tender give TMR the right to:
    - negotiate with a tenderer for the purposes of determining the best-for-project tender (clause 15(e) Conditions of Tender)
    - negotiate on any aspect of a tender before identifying whether to accept or reject it (clause16(h))
    - invite best and final offers from any one or more tenderers (clause 16(i))

- proceed with a contract on the basis of a scope of work of a different nature or extent or on terms different from those set out in the tender documents (clause 16(1)).

- TMR is able to negotiate a deal with the tenderer that is on different terms than what was contemplated in the tender documents.
- Crown Law understands that during post-tender negotiations, the tenderer has discussed amending its offer to include establishing a project-specific agreement for direct labour and staff on certain terms.
- TMR has no objection to this amendment. TMR can accept an amended offer from the tenderer, even at this late stage in the tender process.
- However, the tenderer is not bound to perform a mere offer. The tenderer makes a non-binding offer to perform the work under the contract and the tenderer is not bound to perform any part of the offer until the offer is accepted by TMR (by entering into a contract with the tenderer that requires the tenderer to perform its offer).
- There is a legal mechanism, often referred to as a condition precedent, that is a conditional agreement that allows the parties to make it clear that the agreement that has been reached between them is conditional in the sense that the contract as a whole will not come into existence unless and until the specified condition has been satisfied. The elements for formation of a binding contract are satisfied except that formation is delayed or contingent on the stipulated condition.
- In this scenario, there would be no contract between TMR and the tenderer prior to the satisfaction of the condition (to establish the project-specific industrial agreement). If the condition was not met, no contract with the tenderer would ever be formed. TMR could go to its second-ranked tenderer and attempt negotiations with it. On the other hand, if the condition is met, the contract is formed automatically without the need for any further steps.
- If the tenderer agrees to go ahead and pursue the project-specific agreement even without being awarded the contract, there would be no objection to that and no need for TMR to accept the offer or enter into a conditional agreement. However, the tenderer's 1 June 2022 submission indicates that it cannot do that for a variety of reasons.
- Because of the FW Act and BCIIP Act, there are ways that TMR is permitted to implement the BPIC through its tender processes and ways in which it must not seek to implement them.
- TMR can seek to deal with tenderers that meet a certain standard in the employment conditions that they provide to their own employees evaluated against the BPIC – so long as that does not include an obligation to have an enterprise agreement. TMR can rank a contractor lower in a tender process because it has not demonstrated best practice industrial relations, according to the evaluation criteria.
- TMR cannot refuse to deal with the tenderer because it does not have a project-specific agreement. TMR cannot coerce the tenderer (use unlawful pressure) to establish a project-specific agreement.
- If TMR decides to proceed with a conditional agreement, it will need to be drafted carefully so as to minimise the risk of breaching the Commonwealth laws.

Financial Implications

- There are no financial implications as this is advice only for discussion purposes.
- However, the construction sector is facing significant pressures as the market continues to respond to a large number of material, labour and social pressures.

Consultation with Stakeholders

- No consultation has been undertaken regarding the impacts of the ABCC changes.

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.

From: Deanne M Hawkswood[/O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=B73018F5978646BBA2A14534893B9295-DEANNE MARI]

Sent: Fri 30/09/2022 3:56:15 AM (UTC)

To: Leigh Hahn [redacted] Metropolitan Projects[redacted]

Cc: CBUP[redacted]; John Ryan[redacted]]

Subject: RE: CN-13712 Centenary Bridge Upgrade - Update of industrial engagement

Thanks for the update Leigh

Deanne Hawkswood
General Manager | Strategic Procurement
Infrastructure Management & Delivery | Department of Transport and Main Roads

[redacted]

From: Leigh Hahn [redacted]
Sent: Friday, 30 September 2022 12:24 PM
To: Metropolitan Projects <[redacted]>
Cc: CBUP <[redacted]>; Deanne M Hawkswood [redacted] John Ryan [redacted]
Subject: CN-13712 Centenary Bridge Upgrade - Update of industrial engagement

Good Afternoon.

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- 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

+[redacted] | www.bmd.com.au
1 Sandpiper Ave Port of Brisbane Qld 4178
PO Box 197 Wynnum Qld 4178



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Learn more about our Reconciliation Action Plan.
Please consider the environment before printing this e-mail.

From: Leigh Hahn[redacted]

Sent: Tue 11/10/2022 1:33:32 AM (UTC)

To: Metropolitan Projects[redacted]

Cc: CBUP[redacted]; Deanne M Hawkswood[redacted]; John Ryan[redacted]

Subject: CN-13712 Centenary Bridge Upgrade - Update on industrial engagement

Good Morning

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Senior representatives from both Georgiou and BMD Constructions attended the CFMEU's office for about an hour.

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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).

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Regards,

Leigh Hahn
Project Director
BMD Constructions
[redacted]



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[redacted]



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From: Ryan Murphy[redacted]
Sent: Mon 24/10/2022 11:43:14 PM (UTC)
To: Deanne M Hawkswood[redacted]
Subject: Fwd: CFMEU Meeting 10/10/22 - Georgiou/BMD and Centenary discussions

Ryan Murphy

[redacted]

From: Sean Donald <[redacted]>
Sent: Wednesday, October 19, 2022 5:21 pm
To: jingham[redacted]
Subject: CFMEU Meeting 10/10/22 - Georgiou/BMD and Centenary discussions

Hi Jade,

I appreciated your time on Monday. What I took away from Monday's meeting was that we're both passionate about the industry we are in, for me there was value in hearing first-hand the priorities and approach of the CFMEU. Just as importantly we got some good feedback on the subcontractors we work with.

I understand from Ryan that perhaps you don't see the value in future meetings with Georgiou Group or the GBJV (Georgiou BMD Joint Venture) unless we're ready to sign up to a more holistic relationship with the CFMEU, starting with an EBA for the Centenary Bridge project. Please feel free to promptly correct this understanding, by return correspondence, if you are of the view that an alternate and amenable path exists.

As it stands and to be clear, we'd like the CFMEU's input on our proposed EBA for Centenary Bridge. Noting that it is based on the Coomera EBA so there has already been a substantial review, we still think there's value in the CFMEU's input on how we've tailored the EBA to the specifics of Centenary Bridge.

Can you please let me know how you'd like to move forward.

Sean Donald
General Manager - QLD
Level 3, 100 McLachlan Street
Fortitude Valley QLD 4006
[redacted]

CELEBRATING 45 YEARS

Georgiou

Our vision is to be the 'best people to work with'
Georgiou Group acknowledges the traditional custodians of the land on which we work, and pay our respects to the Elders past, present and emerging.

Queensland Government

Our ref CN-13712/669801
Your ref
Enquiries [redacted]

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.

[redacted]

Cameron Messer
Deputy Regional Director – Metropolitan Region

Infrastructure Management and Delivery Division
Program Delivery and Operations Branch
Metropolitan District
313 Adelaide Street Brisbane Qld 4000
PO Box 70 Spring Hill Qld 4004

Telephone [redacted]

Website www.tmr.qld.gov.au
Email [redacted]
ABN 39 407 690 291

From: Leigh Hahn[redacted]

Sent: Fri 04/11/2022 2:15:06 AM (UTC)

To: Metropolitan Projects[redacted]

Cc: CBUP[redacted]; Damitha A Peiris[redacted]; Francisca P Satya[redacted]; Deanne M Hawkswood[redacted]; John Ryan[redacted]

Subject: RE: CN-13712 Centenary Bridge Upgrade - Update on industrial engagement

Good Afternoon:

We revise our previous email to include further information to assist TMR.

GBJV advises that we have had discussions with the, ETU, AWU and two meetings with the CFMEU, most recently on October 28. The purpose of those meetings has been to engage with them to help them understand our approach to the project. We will continue to engage in good-faith discussions with these parties. 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; limiting us of casual employees and a casual conversion of 6 weeks; use of subcontractors; ensuring that there are 26 RDO's and that some are fixed and some are available to an individual to suit their lifestyle; non reliance on labour hire; inclement weather; and apprentices and training.

We believe that we are structuring an agreement that aligns with the objectives for Centenary Bridge Upgrade Project - and note the Letter of Comfort, which arrived from TMR on October 28, 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.

We trust that this more completely answers TMR's query.

Regards,

Leigh Hahn
Project Director
BMD Constructions
[redacted]



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From: Leigh Hahn
Sent: Friday, 4 November 2022 12:00 PM
To: Metropolitan Projects <[redacted]>
Cc: CentenaryBridgeUpgrade <[redacted] Damitha A Peiris [redacted]>; Francisca P Satya [redacted] Deanne M Hawkswood <[redacted]>; John Ryan [redacted]
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From: Leigh Hahn
Sent: Tuesday, 11 October 2022 11:34 AM
To: Metropolitan Projects <[redacted]>
Cc: CentenaryBridgeUpgrade <[redacted]>; Deanne M Hawkswood [redacted]>; John Ryan [redacted]
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Department of Transport and Main Roads
Decision Brief
MBN25552

To: Minister for Transport and Main Roads

SUBJECT: Centenary Bridge Upgrade – Project status and addition funding requirements	**Urgent** Decision required by 7 November 2022 to allow for Governor-in-Council approval. Currently high-profile matter in the media – preferred tenderer to be announced late 2022.

Summary

- The Centenary Bridge Upgrade in Jindalee proposes a new three-lane northbound bridge, rehabilitation of the existing bridges to a three-lane southbound, and opportunities for improved active transport.
- The main construction contract for the Centenary Bridge Upgrade project was expected to be awarded in late 2021. However, the award date has been delayed due to complexities surrounding the assessment of two unusually low bids and two alternative tenders.
- Due to escalations because of key materials supply issues and increased costs, in addition to implementation of Key Result Areas including the Best Practice Industry Conditions for Transport Civil Projects (Transport BPIC), it is established that additional funding of about $54.5 million will be required to complete the project. This funding increase will bring the project's total revised budget to $298.5 million.
- A request for additional funding was sent to the Australian Government on a 50:50 basis, however, was not approved in the Federal Budget October 2022 . The Australian Government should consider additional funding for the project in the April 2023 Federal Budget.

Recommendations

- That you approve the Department of Transport and Main Roads (TMR) to proceed with the Centenary Bridge Upgrade project including tender award for construction in late 2022, with additional Queensland Government funding of $27.25 million. If the Australian Government does not approve additional funding in the 2023 budget, additional funding from the Queensland Government will likely be required to complete the project.
- That you note the award of contract can only proceed once Governor-in-Council has approved the revised project value.

Financial Implications

- Additional funding of $54.5 million is required to complete the project. The additional funding is required for the following:
  - $27.5 million for additional escalation due to the current market conditions and cost increases over the construction timeframe (four years). This value was informed by an independent third-party assessment of the expected escalation for the life of the project

Action Officer:	**Endorsed by**	**Endorsed by:**	**Endorsed by: DDG**	**Endorsed by: DG**
John Ryan	Tony Philp	Ann-Maree Knox	Dennis Walsh	Neil Scales
Regional Director (Metropolitan)	General Manager (Portfolio Investment and Programming)	General Manager (Program Delivery and Operations)	A/Deputy Director-General (Infrastructure Management and Delivery)	Director-General
Tel: [redacted]	Tel: [redacted]	Tel: [redacted]	Tel: [redacted]	Tel: [redacted]
Date: 27 October 2022	Date: 27 October 2022	Date: 28 October 2022	Date:	Date:

- $22 million for commitments made under the KRAs, including the Transport Best BPIC, which was not originally funded
- $4.92 million for an increase in project contingency.

- Further delays beyond late 2022 may incur additional cost of up to eight per cent in escalation per annum. There is a risk that the preferred tenderer may initiate a renegotiation of their price.

Background

- The Queensland Government has committed $20 million for planning and design, and $112 million for construction of a new three-lane northbound Centenary Bridge over the Brisbane River at Jindalee, refurbishment of the existing bridges and improved active transport facilities for the river crossing.
- The Australian Government has also committed $112 million for construction, making the total committed funding $244 million.
- It is the first major project to apply TMR's new KRAs and performance measures aimed at advancing government's priorities to deliver improved social, economic and environmental outcomes for Queenslanders. KRA 1: Quality jobs includes the Transport BPIC.
- Stage 2 of the tender process closed on 26 October 2021 and the assessment of non-price and price components was completed in March 2022.
- The construction contract was expected to be awarded in late 2021. However, the award of the construction contract has been delayed due to the complexities involved in the tender assessment process.
- The highest ranked tenderer was recommended to proceed to the final stage (Envelope 3 assessment), which through the interactive workshops, agreed commitments are reached for the for the KRAs, including Transport BPIC for this project. As a result of these workshops, agreed commitments include:
  - a project specific greenfield agreement for the tenderer's self-performing workforce with wages and conditions in general alignment with the Transport BPIC, including a commitment to Rostered Days Off and leave provisions for family violence
  - greater employment security by shifting to more self-performed work (from 40% to 55%) and reducing labour hire (from 25% to 10%)
  - an emphasis on increasing the participation of apprentices and trainees through an incentive payment model and a dedicated project training coordinator
  - increased workforce diversity including elevated levels of participation from women (from 7.5% to 17.5%), indigenous Australians (from 1.5% to 3.5%) and disadvantaged employees (from 0% to 2%) in site-based roles.
- The expected contract award for the construction of the Centenary Bridge Upgrade is late 2022, subject to the additional funding requirements being approved.

Key Issues

- This year (2022) has seen increased pressure on the construction marketplace that has resulted in increasing costs. The cost escalations have also affected supply chain issues associated with key components of the project, such as steel, concrete and transportation.

- Due to the significant changes in the market and rises in costs and availability of materials, the tendered costs are subject to escalations that were not included in the tender's October 2021 tender bids. TMR's project team had a third-party independent assessment of the tendered bids and the effects of current and future escalations applicable to the project.
- A provisional sum amount has been discussed with the highest ranked tenderer to meet the cost rises and ensure that an awarded contract would not be subject to future variations due to commercial pressures of the tenderer keeping their 2021 prices.
- The agreed provisional sum amount is on top of the tendered value which was submitted at the end of Stage 2 tender process on 26 October 2021.

Financial Implications

- Additional funding of $54.5 million is required to complete the project. The additional funding is required for the following:
  - $27.5 million for additional escalation due to the current market conditions over the construction timeframe (four years). This value was informed by an independent third-party assessment of the expected escalation for the life of the project
  - $22 million for commitments made under the KRAs, including the Transport Best BPIC, which was not originally funded
  - $4.92 million for an increase in project contingency.
- Further delays beyond late 2022 may incur additional cost of up to eight per cent in escalation per annum. There is a risk that the preferred tenderer may initiate a renegotiation of their price.
- This project is currently published in the *Queensland Transport and Roads Investment Program 2022-23 to 2025-26* at a cost of $244 million (excluding GST).
- On 10 December 2020, Governor-in-Council (Minute No. 575) approved the revised project value of $268.4 million (comprising $244 million, plus GST of $24.4 million) for the Centenary Bridge Upgrade.
- This request for an additional $54.5 million, subject to approval, will increase project value to $328.35 million (comprising $298.5 million, plus GST of $29.85 million) for the Centenary Bridge Upgrade.
- As the budget variance is greater than 10 per cent of the previous Governor-in-Council approval (Minute No. 575), an Executive Council Minute (ECM) will be progressed, seeking approval from Governor-in-Council for the revised project value. This ECM will be progressed following consideration of this brief.

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

- TMR had publicly committed to awarding the construction contract in late 2021 and to start the main construction package in early 2022, for a period of approximately four years.
- Community consultation for the Centenary Bridge upgrade project was held between 19 August and 19 September 2021.
- An updated Centenary Bridge Upgrade project map and consultation summary report is expected to be released to the public and published on the project webpage in the coming months

- A media statement will be released announcing the successful tenderer and updating the project milestones once the contract is awarded.
- Construction is expected to commence in 2023 and be completed in 2027. The project webpage will reflect these updated milestones.

Employment

- This $244 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 the Centenary Motorway corridor requests for improvements to noise barriers and inclusion of bus lanes/public transport on the motorway and on the frequency of traffic incidents on the Centenary Bridge.
- It is expected that as the original timeline for construction extends, there will be an increase in media interest around the start of construction, the cost impacts and future stages of the motorway upgrade.
- TMR has already seen an increase in stakeholder enquiry regarding the start of construction timeline.

Election Commitments

- The Centenary Bridge Upgrade Project relates to two Queensland Government election commitments:
  - GEC808 (2017) for the business case
  - GEC1676 (2020) for construction.

Government Objectives

- Aligns with the government objective of the Building Queensland. Building infrastructure to keep Queensland moving supports our recovery, resilience and future prosperity.

Summary of Actions

- That you approve TMR to proceed with the Centenary Bridge Upgrade project including tender award for construction in late 2022 with additional Queensland Government funding of $27.25 million. If the Australian Government does not approve additional funding in the 2023 Federal Budget, additional funding from the Queensland Government will likely be required to complete the project
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Minister's comments:

Approved / Not Approved

Minister's signature……

Date ……/……../……....

From: Deanne M Hawkswood[/O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=B73018F5978646BBA2A14534893B9295-DEANNE MARI]

Sent: Wed 30/11/2022 1:09:40 PM (UTC+10:00)

To: Leigh Hahn [redacted] Metropolitan Projects[Metropolitan.Projects@tmr.qld.gov.au]

Cc: CBUP[CBUP@tmr.qld.gov.au]; Damitha A Peiris[redacted]; Francisca P Satya[redacted]; John Ryan[redacted]

Subject: RE: CN-13712 Centenary Bridge Upgrade - Update on industrial engagement

Thank you Leigh

Which employee reps (union/s) are you working with?

Deanne Hawkswood
General Manager | Strategic Procurement
Infrastructure Management & Delivery | Department of Transport and Main Roads
[redacted]

From: Leigh Hahn <[redacted]
Sent: Wednesday, 30 November 2022 11:34 AM
To: Metropolitan Projects <[redacted]
Cc: CBUP <[redacted]>; Damitha A Peiris [redacted]u>; 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 if 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]



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- We have also indicted 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
[redacted]



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: Deanne M Hawkswood[/O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=B73018F5978646BBA2A14534893B9295-DEANNE MARI]

Sent: Thur 01/12/2022 3:03:31 AM (UTC)

To: Anne E Moffat[redacted]

Subject: Advice to DG - Centenary IR Progress

Attachment: Advice_DG Centenary IR Progress.docx

Hi Anne

I had a good discussion with the IR advisor for the Joint Venture this morning on the status and progress of their greenfield agreement. Would be happy to give you an update on that.

On that basis, I've provided the attached advice for the DG for your consideration.

Thank you
Dee

Deanne Hawkswood
General Manager | Strategic Procurement
Infrastructure Management & Delivery | Department of Transport and Main Roads

[redacted]

Informal advice for Office of the Director-General

Subject: Centenary Bridge Upgrade Procurement – Industrial Relations Progress (BPIC)

Current situation

- The Centenary Bridge Upgrade (CBU) project procurement is nearing completion with the highest ranked tenderer, Georgiou/BMD Joint Venture, provided with a 'letter of comfort' on 26 October 2022 advising of their tender status. This assured the Joint Venture to commence their process to negotiate and lodge with the Fair Work Commission (FWC), a project greenfield agreement for their project workforce as per their tender commitment.
- As part of the negotiation process TMR indicated the following expectations for the development of the greenfield industrial agreement, which were accepted:
    - The terms and conditions of employment of a contractor's own employees are at least equivalent with the Transport BPIC, and
    - Genuine engagement with the employees and/or employee representatives as part of the process for developing a project specific industrial agreement that will be lodged with the FWC within 3-4 months of commencement of the negotiations.
- The Joint Venture is now well progressed with the negotiation of the greenfield agreement and is anticipating to lodge with FWC next week.
- Advice received from the advisor leading the negotiations on behalf of the Joint Venture is:
    - The draft document was based on the Coomera Connector greenfield agreement. This was the starting point.
    - They have met with the CFMEU and AWU on a number of occasions and will be signing with AWU as the employee representative for the workforce.
    - The 'union rules' on workforce coverage is very complex and open to interpretation. A reference was shared which is well known to those in the IR profession *'you can win in the Fair Work Commission, but you lose on the job*'.
    - A further example provided of the rule intricacies – a crane attached to land is covered by CFMEU, a crane over water (gantry) is covered by AWU.
    - Regardless, for this project a reasonable person would accept the majority coverage falls to the AWU. The AWU made their position very clear that they would fight an agreement with the building trades all the way resulting in up to 18 months lost time and significant additional cost.
    - The interactions and engagements with the unions, and particularly the CFMEU indicate a willingness by both parties to create a relationship where the parties can work openly and honestly together, pick up the phone where there are concerns with safety or conditions and have them actioned.
    - Their objective for the project is to attract the right people and to keep them safe.

From: Deanne M Hawkswood[/O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=B73018F5978646BBA2A14534893B9295-DEANNE MARI]

Sent: Mon 05/12/2022 3:47:35 AM (UTC)

To: Julie Mitchel [redacted]

Subject: FW: Was the convo ok?

Hi Julie

This was my summary to Anne from the chat Alarna and I had re Centenary, the new Legislation and the CBRC sub.

Dee

Deanne Hawkswood
General Manager | Strategic Procurement
Infrastructure Management & Delivery | Department of Transport and Main Roads

[redacted]

From: Deanne M Hawkswood
Sent: Friday, 2 December 2022 2:55 PM
To: Anne E Moffat [redacted]
Subject: RE: Was the convo ok?

Yes .. went well but towards the end the fire evacuation alarm sounded and we had to evacuate!

Explained the context, dialog and complexities which she understood and seemed comfortable with. She wanted to know if the greenfield was similar to BPIC – I said I hadn't seen it but that was their commitment and it was coming from the Coomera greenfield, which is a pretty good standard.

We chatted briefly on the changes from the new IR Bill. I have the advice the EPW sought from Crown Law (even tho the legislation was draft). She asked if it would have an impact or apply on this project? I'm not sure how the changes are to be implemented, but will find out once we have more info. I see the bill was passed late last night.

She mentioned the union consider that EPW are implementing the policy 'correctly' and TMR are doing it differently. I said that will be around prequalification and that we will be aligning as much as possible with the EPW approach and that will be over the next couple of months.

The last thing we spoke about was the CBRC sub which should be good to go late Jan/early Feb.

She thinks that Tam will want an f2f update and will let us know.

By then the alarm was screaming to evacuate .. so I did.

Dee

Deanne Hawkswood
General Manager | Strategic Procurement
Infrastructure Management & Delivery | Department of Transport and Main Roads

[redacted]

From: Anne E Moffat <[redacted]
Sent: Friday, 2 December 2022 1:19 PM
To: Deanne M Hawkswood <[redacted]>
Subject: Was the convo ok?

Anne Moffat
Chief Operations Officer
Department of Transport and Main Roads

[redacted]



The Department of Transport and Main Roads acknowledges the Traditional Owners and Custodians of this la

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.

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: Deanne M Hawkswood[/O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=B73018F5978646BBA2A14534893B9295-DEANNE MARI]

Sent: Mon 23/01/2023 11:21:33 AM (UTC)

To: Kathie A Stephens[redacted] Melissa A Johansson[redacted]

Cc: Adam J Williams[redacted]]

Subject: Heads up - Brief on Centenary will be coming

Evening ladies

We can expect to get a request from the MO for a brief on the procurement process for Centenary following a meeting today between DG, DPC and CFMEU.

I'll explain tomorrow.

Dee

Deanne Hawkswood
General Manager | Strategic Procurement
Infrastructure Management & Delivery | Department of Transport and Main Roads

[redacted]

From: Deanne M Hawkswood[/O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=B73018F5978646BBA2A14534893B9295-DEANNE MARI]

Sent: Sun 19/03/2023 11:13:03 AM (UTC)

To: Aimee L Carlton [redacted]; Gavin G Allen [redacted] Adam J Williams [redacted]

Cc: Max R Broadhurst [redacted]

Subject: RE: FYI ONLY - RTI-3240 - New RTI Application by the Construction Forestry Maritime Mining and Energy Union - Centenary Bridge Upgrade and Coomera Connector (Stage 1) Projects

This is not a surprise given their thoughts on the process.

Aimee/Kath – can we grab 15 mins tomorrow with the 3 of us and Max pls.

Deanne Hawkswood
Chief Procurement Officer | Chief Procurement Office
Finance & Procurement Branch | Corporate Division
Department of Transport and Main Roads

[redacted]

From: Aimee L Carlton <[redacted]
Sent: Saturday, 18 March 2023 8:45 PM
To: Gavin G Allen [redacted]>; Adam J Williams [redacted]>; Deanne M Hawkswood [redacted]
Subject: Re: FYI ONLY - RTI-3240 - New RTI Application by the Construction Forestry Maritime Mining and Energy Union - Centenary Bridge Upgrade and Coomera Connector (Stage 1) Projects

Let me know if you need me to set up a meeting ahead of an actual RTI application which I imagine is coming?
I'm still holding onto Kathie's chair until Sunday

From: Gavin G Allen [redacted]
Sent: Saturday, March 18, 2023 4:21:20 PM
To: Adam J Williams [redacted]>; Deanne M Hawkswood [redacted]>
Cc: Aimee L Carlton [redacted]
Subject: RE: FYI ONLY - RTI-3240 - New RTI Application by the Construction Forestry Maritime Mining and Energy Union - Centenary Bridge Upgrade and Coomera Connector (Stage 1) Projects

So it begins. We will need to chat about this one, as I was Tender Chair for Stage One and Panel Member for Stage Two.

Kind Regards,

Gavin Allen *MEng BEng (Civil Hons) CEng MIEI RPEQ*
Director | Performance and Assurance (Office of the Deputy Director General)
Infrastructure Management & Delivery Division
Department of Transport and Main Roads

[redacted]

From: Adam J Williams <[redacted]
Sent: Friday, 17 March 2023 10:01 AM
To: Gavin G Allen <[redacted]; Deanne M Hawkswood
[redacted]
Subject: FW: FYI ONLY - RTI-3240 - New RTI Application by the Construction Forestry Maritime Mining and Energy Union - Centenary Bridge Upgrade and Coomera Connector (Stage 1) Projects

FYI

Adam Williams
Program Director (Collaborative Transport Infrastructure Program)
Strategic Procurement | ODDG
Infrastructure Management & Delivery Division
[redacted]

From: Allan S Uhlmann [redacted]>
Sent: Friday, 17 March 2023 9:58 AM
To: Adam J Williams [redacted] Paul A Schmidt
<[redacted]
Subject: FW: FYI ONLY - RTI-3240 - New RTI Application by the Construction Forestry Maritime Mining and Energy Union - Centenary Bridge Upgrade and Coomera Connector (Stage 1) Projects

FYI - just in case you're not on this email list.

Cheers

Allan

Allan Uhlmann
Executive Director (Program Management and Delivery)
Program Delivery and Operations | Department of Transport and Main Roads

[redacted]
www.tmr.qld.gov.au

From: Helen Z Adcock <[redacted]

Sent: Friday, 17 March 2023 9:55 AM
To: RTI_Executive Consultation Group <[redacted]>; Peter Y Brown <[redacted]; Thomas A Hilston <[redacted] Media [redacted]>; Cameron Y Leslie <[redacted]>; Translink Media [redacted]; Informationrequests [redacted] Graeme J Healey [redacted]; Helen Z Adcock <[redacted] Danielle A Wills [redacted]; Megan L Miles [redacted]>
Cc: Frank.Plunkett [redacted] Stuart.Stark [redacted]>; alana.tibbitts [redacted]; MinisterBaileyMedia [redacted] Oliver.Armstrong [redacted] Hannah.Whittle [redacted]; ReportingandSystemsSupport [redacted]
Subject: FYI ONLY - RTI-3240 - New RTI Application by the Construction Forestry Maritime Mining and Energy Union - Centenary Bridge Upgrade and Coomera Connector (Stage 1) Projects

Good morning

A new application under the provisions of the *Right to Information Act 2009* has been received by the department from the Construction Forestry Maritime Mining and Energy Union requesting access to the below information about the Centenary Bridge Upgrade and Stage 1 of the Coomera Connector:

Centenary Bridge Upgrade Project

1. The construction contract with Georgiou Group and BMD Constructions (as a joint venture) for the Centenary Bridge Upgrade Project (the Centenary Contract)
2. Each tender which was submitted in an attempt to be awarded the Centenary Contract (the Centenary Tenders)
3. All documents evidencing consideration of the Centenary Tenders
4. All documents evidencing the decision to award the Centenary Contract to Georgiou Group and BMD Constructions (as a joint venture)

Coomera Connector (Stage 1) Project
5. Any construction contract for the Coomera Connector (Stage 1) Project (the Coomera Contract)
6. Each tender which was submitted in an attempt to be awarded the Coomera Contract (the Coomera Tenders)
7. All documents evidencing consideration of the Coomera Tenders; and
8. All documents evidencing any decision to award the Coomera Contract.

Considering the scope of this application, if you believe any of the areas under your responsibility may hold documents, could you please let me know as soon as possible. This is to ensure that all responsive documents are identified.

In view of the type of information requested, I take this opportunity to advise you of the application. Before any documents are released to the applicant they will be made available for inspection to all interested internal parties. Should you wish to view the documents please advise me accordingly by e-mail.

This notice is issued in line with the departmental Executive Consultation Policy and is submitted for your information only. **This is not a request for information.** If required, a separate request for the relevant information will be sent to the relevant areas.

Please note the responsibilities of Divisions contained in the Executive Consultation Policy. In order for the Director-General and the Minister to be prepared to answer questions from media organisations or political parties, responsible divisions/branches should be prepared to provide the Director-General and/or Minister's Office with advice about the released material and its particular sensitivity or significance.

Kind regards

Helen Adcock
Principal Advisor (RTI and Privacy) | RTI, Privacy and Complaints Management
Governance Branch | Corporate Division
Department of Transport and Main Roads

[redacted]
Floor 8 | 61 Mary Street | Brisbane Qld 4000
GPO Box 1549 | Brisbane Qld 4001
[redacted]
www.tmr.qld.gov.au

From: Stephen F How Lum[redacted]
Sent: Mon 20/03/2023 3:39:55 PM (UTC)
To: Deanne M Hawkswood[redacted]
Cc: Bishrul H Mohamed Hafreth[redacted]
Subject: CFMEU Meeting re Coomera Connector Project

Hi Dee

We received a request for some information from Gavin Allen today and we also have an RTI on Coomera Connector from a union. I understand you are meeting with CFMEU today. Are able to project some background as to the type of conversation that you will be having with CFMEU as it may have some bearing on the RTI request. The RTI has requested some very sensitive information and I am working with the RTI team to see what information can be provided.

Below is the answers to the questions on the Coomera Central project:

Stage 1 Central

- Contract type – Collaborative Project Agreement? Yes

- Procurement method – was it a one or two stage process? Two Stage. EOI followed by shortlisting then two tenderers participating in Stage 1 to develop their design and tender pricing.

- If it was a two stage process, which proponents submitted an EOI and who was ultimately shortlisted?

  4 companies responded to the open EOI

1. CPB
2. Fulton Hogan
3. John Holland
4. Seymore Whyte

- Who was the construction contract awarded to?

  Fulton Hogan was awarded the D&C contract on 30/1/23

- What were the key dates– released, closed, shortlisting, award?

  EOI Release 3/11/2021
  EOI Closed 15/12/2021
  Award two Stage 1 contracts and commenced Stage 1 on (ECI) 24/03/2023

Stage 1 Offer Submissions closed 12/07/2023
Award of Stage 2 Contract 30/01/2023

Steve How Lum RPEQ FIE Aust JP(Qualified)
Director (Infrastructure Procurement) | Infrastructure Delivery Services
Program Management and Delivery | Department of Transport and Main Roads



From: Deanne M Hawkswood[/O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=B73018F5978646BBA2A14534893B9295-DEANNE MARI]

Sent: Mon 20/03/2023 9:12:01 AM (UTC)

To: Kathie A Stephens [redacted]

Subject: FW: CFMEU Meeting - CBU and Coomera information

Some info for the meeting with Jade pls

Deanne Hawkswood
Chief Procurement Officer | Chief Procurement Office
Finance & Procurement Branch | Corporate Division
Department of Transport and Main Roads

[redacted]

From: Gavin G Allen <[redacted]
Sent: Monday, 20 March 2023 4:51 PM
To: Deanne M Hawkswood <[redacted]
Subject: CFMEU Meeting - CBU and Coomera information

Hi Dee,

Please find below the information you have requested for your upcoming meeting with the CFMEU representatives.

CENTENARY BRIDGE UPGRADE PROJECT

- The 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 delivered under a TIC-CO
- A modified two-stage selection process was used, Stage 1: Expression of Interest (EOI) – 100% Non-price, Stage 2: Request for Tenders (RFT)– 30% Non-price, 70% price,
- Stage 1 EOI was released on the 7 May 2021, closed on the 10 June 2021 and shortlisting confirmed on 11 August 2021,
- Stage 1 EOI there was 6 proponents submitted an application. 4 proponents were shortlisted for Stage 2 RFT,
- Stage 2 Request For Tender was released on the 3 September 2021, closed on the 26 October 2021 and the contract was awarded on 16 December 2022, and

- Stage 2 RFT - A total of 6 tenders received (4 conforming tenders and 2 Alternative tenders). Of the 4 conforming tenders, 2 were subsequently deemed to be Unusually Low Bids (10% or more below the median tender price.)

Stage 1 Expression of Interest	Stage 2 Request for Tender	TIC- CO Contract Award
BMD Georgiou JV	BMD Georgiou JV	BMD Georgiou JV
Bielby Hull Brady JV	Hull Bielby Albem JV	
John Holland	John Holland	
Fulton Hogan BESIX Watpac JV	Fulton Hogan BESIX Watpac JV	
CPB Contractors		
McConnell Dowell Seymour Whyte JV		

COOMERA CONNECTOR PROJECT NORTH - Stage 1 North: Shipper Drive, Coomera to Helensvale Road, Helensvale

- The Coomera Connector North project is being delivered as a Collaborative Project Agreement (CPA).
- The procurement method was a two stage process. The process involved an EOI followed by shortlisting. The two tenderers that were shortlisted were invited to participate in developing their own design and tender pricing.
- Stage 1 EOI was released on the 2 December 2020, closed on the 20 January 2021 and shortlisting confirmed on 01 February 2021.
- Stage 1 EOI there was 6 proponents who submitted an application.
- Stage 1 Design Development – 2 proponents were shortlisted.
- Stage 1 Design Development commenced on 23 February 2021 and closed on the 20 July 2021.
- Award of Early Works Agreement was awarded on 15 November 2021.

Stage 1 Expression of Interest	Stage 1 Design and Tender Pricing Development	Early Works Agreement/D&C Contract
Acciona and Georgiou JV	Acciona and Georgiou JV	Acciona and Georgiou JV
Fulton Hogan	Fulton Hogan	
Bielby Holdings		
John Holland		
McConnell Dowell		

Seymour Whyte		

COOMERA CONNECTOR PROJECT CENTRAL - Stage 1 Central : Helensvale Road, Helensvale to Smith Street Motorway, Molendinar

- The Coomera Connector South project is being delivered as a Collaborative Project Agreement (CPA).
- The procurement method was a two stage process. The process involved an EOI followed by shortlisting. The two tenderers that were shortlisted were invited to participate in developing their own design and tender pricing.
- Stage 1 EOI was released on the 3 November 2021, closed on the 15 December 2021 and shortlisting confirmed on 11 August 2021.
- Stage 1 EOI there was 4 proponents who submitted an application.
- Stage 1 Design Development – 2 proponents were shortlisted.
- Stage 1 Design Development commenced on 24 March 2023 and closed on the 12 July 2023.
- Award of Early Works Agreement was awarded on 30 January 2023.

Stage 1 Expression of Interest	Stage 1 Design and Tender Pricing Development	Early Works Agreement/ D&C Contract
Fulton Hogan, FJ Hull and McIlwain Engineering	Fulton Hogan, FJ Hull and McIlwain Engineering	Fulton Hogan, FJ Hull and McIlwain Engineering
CPB and SEE Civil as Connect2Coast	CPB and SEE Civil as Connect2Coast	
John Holland		
Seymour Whyte		

Other

- The Coomera Connector **South** is still in the process of design and therefore has not generated any construction tenders. It is anticipated the works will be completed under two separate TIC-CO packages (early works and main works).

Any further information you may require please give me a call.

Kind Regards,

Gavin Allen *MEng BEng (Civil Hons) CEng MIEI RPEQ*
Director | Performance and Assurance (Office of the Deputy Director General)

From: Deanne M Hawkswood[/O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=B73018F5978646BBA2A14534893B9295-DEANNE MARI]
Sent: Fri 24/03/2023 5:27:53 PM (UTC+10:00)
To: TMR DLO [redacted]
Cc: Julie Mitchell [redacted]
Subject: RE: Follow-up on Questions from union/s

Thank you

Deanne Hawkswood
Chief Procurement Officer | Chief Procurement Office
Finance & Procurement Branch | Corporate Division
Department of Transport and Main Roads
[redacted]

From: TMR DLO [redacted]
Sent: Friday, 24 March 2023 5:16 PM
To: Deanne M Hawkswood [redacted]
Cc: Julie Mitchell [redacted]
Subject: RE: Follow-up on Questions from union/s

Thanks Deanne, endorsed by DG and emailed to Alana.

Kind regards

Melanie Walker
Departmental Liaison Officer | Cabinet, Legislation and Executive Services
Corporate Division | Governance Branch | Department of Transport and Main Roads
[redacted]

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 Service Act 2008*. Encouraging or directing another person to do these things may also be an offence.

From: Deanne M Hawkswood [redacted]
Sent: Friday, 24 March 2023 3:47 PM
To: TMR DLO [redacted]
Cc: Julie Mitchell < [redacted] ; Anne E Moffat [redacted]
Subject: Follow-up on Questions from union/s

Afternoon DLO

Could you please provide the following email (with attachment) to Chief of Staff. Following discussion with Alana, there were a couple of questions which some of the unions had raised with her for a response. The email below are responses to those queries.

Thank you
Dee

Email beings:

Hi Alana,

Good to see you earlier this week and thankyou for raising these queries from the unions with me. As I understood the queries were:

1. Procurement for Centenary Bridge and particularly the treatment of the successful tenderer, GMD Georgiou JV, in the process.
2. Other agencies, namely EPW, are considered to be implementing the BPIC policy more effectively than TMR. Implicating that TMR are not doing enough with implementation.
3. Associated with the previous point that others are doing it better, references were raised on the wages, conditions and other conditions (such as women in construction, indigenous participation) being agreed with the contractors on TMR major projects where BPIC is applied.

- **CENTENARY BRIDGE UPGRADE PROJECT**

- The 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 delivered under a Construct Only contract (TIC-CO)

- A two-stage procurement process was used, Stage 1: Expression of Interest (EOI) – 100% Non-price, Stage 2: Request for Tenders (RFT)– 30% Non-price, 70% price
- Stage 1 EOI was released on the Qld Government Tender site (E-Tender) on the 7 May 2021 with a industry briefing was held on 13 May 2021. The EOI closed on the 10 June 2021 and shortlisting confirmed on 11 August 2021
- Stage 1 EOI 6 proponents submitted an application with 4 proponents shortlisted for next stage
- Stage 2 Request For Tender was released on the 3 September 2021 and closed on the 26 October 2021
- Stage 2 RFT - A total of 6 tenders received (4 conforming tenders and 2 alternative tenders)
- Following evaluation the preferred tenderer (BMD Georgiou JV) entered into a post-tender negotiation process with the department
- The contract was awarded on 16 December 2022

Stage 1 Expression of Interest	Stage 2 Request for Tender	TIC- CO Contract Award

BMD Georgiou JV	BMD Georgiou JV	BMD Georgiou JV
Bielby Hull Brady JV	Hull Bielby Albem JV	
John Holland	John Holland	
Fulton Hogan BESIX Watpac JV	Fulton Hogan BESIX Watpac JV	
CPB Contractors		
McConnell Dowell Seymour Whyte JV		

2. **TMR IMPLEMENTING THE BPIC POLICY COMPARED TO OTHERS**

- There are nuances between the built and civil construction industries which shaped how TMR approached implementation such as:

i. A large portion of funding for our program (QTRIP) is from the Federal government under the National Partnership Agreement on Land Transport Infrastructure Projects (the NPA) which required the States' to meet certain requirements such as:

1. Compliance with the Building Code 2016 as a tender conditions for contractors and subcontractors. Further noting that failing to meet these requirements may result in being excluded from tendering/awarded federally funded building work for up to one year.
2. Despite the requirements, TMR introduced the BPIC as a guide and the civil industry responded to BPIC tenders, working through how to manage this risk.

ii. The prevailing wage rates for the Qld civil industry are lower compared to the built industry which was reflected in the first version of the Transport BPIC. With the current price escalation on all construction projects, civil rates have increased however still remain lower in comparison.

iii. Principal contractors delivering major transport civil projects undertake a large portion of the works using their own workforce (self-performed) who are covered by existing enterprise agreements and utilise sub-contractors for the remainder of the work packages.

- With changes to the legislation during the later part of 2022, the risk to contractors and sub-contractors has reduced significantly following the removal of the Building Code and the abolition of the ABCC (who had taken a keen interest in TMR during implementation). TMR are now updating its processes to reflect these changes to enable a more aligned adoption of the BPIC requirements.
- Tenderers have responded positively to the introduction of the Key Result Areas, which include the BPIC, during procurement committing to advancing a number of social

outcomes for example:

i. More fixed and flexible rostered days off, in line with the BPIC, providing staff with more time for life.
ii. Lifting targets for diversity and participation of indigenous Australians and women in construction (for example).
iii. Emphasis on lifting capability and training, favourable conditions for adult apprentices and opportunities for school-based apprenticeships to gain qualifications on the job.

Deanne Hawkswood
Chief Procurement Officer | Chief Procurement Office
Finance & Procurement Branch | Corporate Division
Department of Transport and Main Roads

[redacted]

From: Deanne M Hawkswood[redacted]

Sent: Fri 24/03/2023 5:27:19 PM (UTC+10:00)

To: Neil Scales[redacted]

Cc: Anne E Moffat[redacted]]; Julie Mitchel[redacted]; Nick T Shaw[redacted]

Subject: Meeting with CFMEU, ETU and CoS - Tuesday 21 March

Good afternoon DG

A short update on the meeting Tuesday where CoS and I briefed the Building Trades Group on the updated Transport BPIC.

The BTG were represented by Jade Ingham (CFMEU) and Peter Ong (ETU).

- We handed out a copy of the updated Transport BPIC and spoke to the changes which had been previously agreed in later half of 2022.
- They were disappointed with the rates and referenced past TMR projects with BPIC which they view as failures (for example, Coomera Connector and Centenary).
- Their feedback:
    - The BPIC is out of date on wage rates and falls short of ETU contracting framework (we agreed that it does).
    - Implementation is not good enough - not following through and contractors are establishing a sub-standard outcome.
    - Frustrated that the work they have put into this isn't getting the outcomes as expected and TMR are not doing a good enough job. EPW are doing it better, but said they are not perfect either.
    - On prequal changes – they remain sceptical about the outcome.
- We discussed BPIC gap for rail and the need to address that – they acknowledged the gap and want to be involved.
- We explored some of the challenges with implementation, noting the difficulties being experienced (demarcation, civil v building rates and conditions, Building Code). I asked for their feedback on what they consider can be done to make it work better. I put a suggestion forward of offered rates by trades (which is similar to what we have now but adjust it to accommodate the variance in the trades, such as electrical which is about $10 higher). They suggested looking at INPEX LNG project agreement – said it was dated but good.
- We mentioned the changes to approval process for any updates to BPIC raised – they acknowledged and accepted this.

- A BTG was meeting being held this Thursday (yesterday) and they were taking this updated BPIC to that group. Expect they will not accept it.
- TMR was to provide more information on - approach to prequalification, standing up the assurance team/function, marked up version of BPIC. Which was completed (see attached).

There is a meeting/briefing with the AWU on the 30 March – we'll see how they respond?

Thank you and happy to discuss.

Hope you have a nice weekend.

Dee

Deanne Hawkswood
Chief Procurement Officer | Chief Procurement Office
Finance & Procurement Branch | Corporate Division
Department of Transport and Main Roads

[redacted]

From: Deanne M Hawkswood[/O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=B73018F5978646BBA2A14534893B9295-DEANNE MARI]

Sent: Wed 10/05/2023 1:17:10 AM (UTC)

To: scott.gartrel[redacted]

Subject: FW: meeting Jade

Fyi

Deanne Hawkswood
Chief Procurement Officer | Chief Procurement Office
Finance & Procurement Branch | Corporate Division
Department of Transport and Main Roads

[redacted]

From: Julie Mitchell <J[redacted]
Sent: Thursday, 4 May 2023 6:08 PM
To: Deanne M Hawkswood <[redacted]
Cc: Paul A Schmidt [redacted] Rohan M Davies [redacted]
Subject: meeting Jade

Construction worker conditions on TMR projects - are the worst in Australia

- Safety is a joke
- CRR speaks for itself

Need to update our site since Fairwork Act changes

TMR is the worse by far in State and country on IR and Safety

Our procurement is really complex and hard- shouldn't be some complex- its simple

We go out of our way to make it complicated

What Jade thinks procurement is (its simple)

- What we are asking them dto do
- How do it
- Consequences (performance / demerits/enforcement of requirements)

Make them accountable then require good behaviour and punish bad

Instead what do we do with poor performers- given them more work

- Poor contractors have safe harbour in TMR projects
- We are l*ooking for excuses* why the BPIC can't be hard line/ procurements simple etc
- R*ather than finding solution*s
- TMR full of resistance fighters

we started change management in Procurement- lots of conversations- gone nowhere since Amanda left

{Btw CCC investigating centenary- non compliant one has a $52 million added.

TMR worse agency from a transparency perspective and conditions for contractors employers

They are looking for outcomes

Re GCLR and BPIC- salaries he compromised on this beyond std to get it thru (he took the flack in BTU) to get one bagged
They are invested in its success (combined unions)

CPB and Acciona are anti union and antiworker

CPB underquote, claim heaps and cut safety
Same as Acciona
CPB made workers come in on Anzac day. They visited and had no safe system in place. Stop work

AWU do substandard deals
CFMEU don't care if AWU play (AWU have a campaign against them and will only sign if they are the only unions)
Never sought to exclude them its AWU that have a campaign against them, and will sabotage the deal unless they are the exclusive union

If BTG continue to get excluded - there is no certainty

Public servants need to stay right out of union coverage/ eligibility (I said what do u mean)

- BPICs expectation is that all union involved.
- They did the heavy lifting on negotiating it for a year
- The contractors don't even try to engage with them and then WE approve **(so we are involved)**
    - Mentioned BMD Georgiou may have consulted as a shortlisted.
    - No negotiation wrt EBA

So all the contractors are doing substandard deals. **And TMR are letting them**

What's this mean? Substandard

- Salary
- Inclement weather
- OT double time
- Shifts RDOs
- Income protection
- Redundancy
- Take home pay

If the deals weren't substandard then CFMEU would have signed them.

BPICs not fully implemented on any project, hasn't been achieved
We haven't honoured the deal, so they arnt
Market has moved so its not locked in
Asked if have documented the new deal and he said the health projects is the baseline now (and he advised about this a QLAC a fn ago)

TMR need to get contractors to demonstrate behaviours in order to win the government work.
They need to think is a privilege to work on a TMR job/ government
To do this we need to make sure the policy is supported

There is going to be competition for workers and if we want the best and brightest why would they work on our projects

I said BPICs is the EBA- relationship with employees
How does safety some in?

We have to incentivise to do the right thing
FH said hearing about BPICs but not feeling a need to comply with it.

Safety systems and managed intentionally.

We need to act like a buyer- set the std of what required.
There is currently no reason for quality and capable construction workers to work on our projects

How do we measure H&S in prequal? {Dee my take is we better get real about safety and include it in prequal and assessment in a way that matters} need to be messaging the contractors***

- Enforcement notices

it's the track record (roll overs - Acciona - 4 roll overs on the windfarms)

Acknowledges lack of IR maturity in Civil sector and this is because not one cared

- Sham contracting
- Working hours
- Labour hire

One way to solve is more direct engagement of staff

He reckons the reason why subbies wont tender is cause they wont come and work for TMR as the systems support the cheapest price not the better outcomes (he knows subbies who could do our work but wont tender**- Dee- lets talk the KRA and cost/ non cost regime**

Jade-
BPICs look s like an EBA it is an EBA but limitations in code had TMR calling it a guidelines
Contractors shouldn't get the OK until they reach the std of that doc that was negotiated.

I did ask the q- contractors says- clearly it was negot with CFMEU as a CFMEU doc. There are some clause of difference- is CFMEU willing to move on any of those- didn't say yes.

Where ever contractors think there is flexibility they will adopt the lower std. we are not giving them any reason to meet the std. (This is true Dee!!)

Can we require the BPIC as a min?- told need to get legal advice.
Believes we didn't mandate cause of issues with the code but the code has gone now.
I told him needed legal - there are some protections still there (sdiad depends on q asked- get the advice u want - explained its EPW advice
He said it was his day job

What he wants Implement in Full

I said Subbies?
Not interested in the small ones- wouldn't be having the conversation IE even a month of kerb and channel at the end
We can't even get the big ones that are there for a year in compliance

IE min rates of owner operators on safelink

His philosophy **is if pay quality get quality subbies that cut corners on wages, cut them on safefy and cut on quality - it's the value in the long term- less defects *(I kind of concur here)***
If u wasn't the best and brightest on your job - pay for it

Savings or safety???

Meet again with Dee and I in 2 weeks

Heard TMR people pushing contractors to AWU- it will come out

Julie

Julie Mitchell PSM
BE Civil RPEQ FIEAust CPEng
MBA MEM GAICD
Deputy Director-General
Infrastructure Management & Delivery | Department of Transport and Main Roads
---
[redacted]

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From: THOMPSON, Brad[redacted]

Sent: Mon 15/05/2023 6:21:22 AM (UTC)

To: Deanne M Hawkswood[redacted]; Malcolm G Tilgner[redacted]

Subject: CC-HR2SS: (C-i-C) Greenfields negotiations have commenced

Attachment: Draft FHHMJV Coomera Connector Central Civil Works Greenfields Agreement 2023.pdf

Dee/Malcolm,

Just confirming that we have commenced negotiations for the Coomera Central Greenfields Agreement with AWU.

We had a productive meeting last week and expecting to meet again this week.

As promised, draft agreement attached for your information.

Obviously this information remains Commercial in Confidence whilst negotiations are underway.

Regards,

Brad.

Brad Thompson
BE(Civil) FIEAust CPEng RPEQ
Project Director
Fulton Hogan Hull McIlwain Joint Venture
Ground Floor 144 Montague Road (Cnr Brereton St), West End Qld 4101
[redacted]

Fulton Hogan + Hull + McIlwain +

Working with DTMR and community to deliver a safer and greener

COOMERA CONNECTOR

This office is located on the land of the Turrbal people and the Coomera project on Yugambeh land.
We acknowledge the traditional Aboriginal custodians of Country throughout Australia and pay our respect to elders past, present and emerging and to the ongoing living culture of Aboriginal people

From: Deanne M Hawkswood[/O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=B73018F5978646BBA2A14534893B9295-DEANNE MARI]

Sent: Mon 09/10/2023 11:05:36 PM (UTC)

To: Nick T Shaw[redacted]

Subject: I'm wfh today too

Attachment: BPIC discussion SS to MR_RM and DH review further PP.pptx

Hi Nick

I'm feeling quite average so working from my Bracken Ridge office today 😊

Quick update on BPIC and rail

- Rocky Ring Road – Sally spoke to MR (CFMEU) on Friday and is speaking with him again today (his key points are below)
  - Should be a 5 union deal (multi union agreement)
    - Why have a BPIC at all if all unions are not going to be involved
    - We as the buyer need to insist its done and don't sign a contract if they don't do a multi-union deal
  - Purported to represent all unions including AWU
  - Govt hasn't learned from CRR and they will be all over Centenary and RRR making CRR look tame in comparison
  - All agencies are now on board except TMR
  - We (Julie, Ryan, Peter P, me) have prepared a number of slides to support the discussion (attached)
- CBRC submission – Ben hit the ground running (although he was not very well) and I really liked his approach to developing the document. He is leading that now with Sharon coordinating and scheduling. It remains tight and I'm speaking with them both at 10 for an update.
- Session later today with on Rail Addenda – discuss with Clayton Utz instructions on drafting. Ryan and Ben Swan guiding the what should be included and the engagement approach with unions on the draft document.
- Catchup tomorrow with Sally will largely be an update and direction for the next week.
- Sharon Pollock will be on leave same time as me from 23/10 – 27/10. I've asked Leah Rogash and she's happy to step in (checked with Julie who is ok with it).

Deanne Hawkswood
Chief Procurement Officer
Finance & Procurement Branch
Department of Transport and Main Roads

Mon & Tues - Floor 21 | 313 Adelaide Street | Brisbane Qld 4000
Wed & Thurs - Floor 12 | 61 Mary Street | Brisbane Qld 4000
[redacted]

From: Deanne M Hawkswood[/O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=B73018F5978646BBA2A14534893B9295-DEANNE MARI]
Sent: Fri 15/12/2023 6:06:44 AM (UTC)
To: Gavin G Allen[redacted]
Cc: Max R Broadhurst[redacted]
Subject: RE: Centenary Bridge - Envelope 3

Thanks Gav

I'll talk to Jack as well on the back of this, next week.

Deanne Hawkswood
Chief Procurement Officer
Finance & Procurement Branch
Department of Transport and Main Roads

Mon & Tues - Floor 21 | 313 Adelaide Street | Brisbane Qld 4000
Wed & Thurs - Floor 12 | 61 Mary Street | Brisbane Qld 4000
[redacted]

From: Gavin G Allen <[redacted]
Sent: Friday, 15 December 2023 3:35 PM
To: Deanne M Hawkswood[redacted]
Cc: Max R Broadhurst <[redacted]
Subject: Centenary Bridge - Envelope 3

Hi Dee,

The PAT attended site to meet with the CBU project team on the 13 December 2023.
The meeting was to discuss the current KRA reporting and how the CBU team can bring the reporting up to a level that allows the data to be accepted by PAT and put into the new dashboard.
The quality of the current data received has been poor and therefore some "face to face" mentoring sessions at the site visit was planned between the teams.
The meeting was not to discuss envelope 3 and the CBU Project Manager was informed verbally and in writing this would be the case.
It was advised that the PAT representatives (Gavin and Chris) were unavailable due to other commitments and such the focus should be on reporting only.
Unfortunately when the PAT went on site, the meeting was dictated by the CBU team wanting to speak about envelope 3. The meeting went well but not as intended.
The overall feedback from the PAT was that the CBU project team are struggling with the understanding of the BPP, Transport BPIC, Contract Conditions and the KRA reporting requirements.
There still appears to be a difference of opinion on a payment approach, how it is paid through the contract and the value of providing the quality reporting to PAT to demonstrate the project's performance.

Some examples:

- for reporting on union visits the PAT were advised that if we want the information to contact TMR Comms Team as "the info is texted and emailed straight away to the DG and PDO Register and reported to Julie Mitchell".
- The KRA Management Plan is currently 6 months late, as it is still under review (no one could confirm who was reviewing).
- The Project Team believe that paying on estimated costs (not actuals) will balance out over the projects (but have no benchmark to justify this statement).
- The PAT will take the project into contractual dispute (even though we are not in the contract).

As such, I spoke with Jack Ryan this morning and discussed my concerns in an attempt to move the process forward.
Jack took my points on board and has agreed to speak to the Project Team and Contractor. Jack agreed to provide feedback in due course.

Kind Regards,

Gavin Allen *MEM BEng (Civil Hons) CEng FIEI RPEQ*
Director | Performance and Assurance (Office of the Deputy Director General)
Infrastructure Management & Delivery Division
Department of Transport and Main Roads

[redacted]



From: Julie Mitchell [redacted]
Sent: Thur 11/01/2024 2:44:19 AM (UTC)
To: Sally Z Stannard [redacted]
Cc: Deanne M Hawkswood [redacted]
Subject: FW: CN-13712 Centenary Bridge Upgrade - CFMEU visit, January 10

fyi

Julie Mitchell PSM
BEng RPEQ MIEAust CPEng
MBA MEM GAICD
Deputy Director-General
Infrastructure Management & Delivery | Department of Transport and Main Roads
[redacted]

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From: Melanie C Dei Rossi <[redacted]
Sent: Thursday, 11 January 2024 11:44 AM
To: Ann-Maree Knox [redacted] Julie Mitchell [redacted]>
Subject: FW: CN-13712 Centenary Bridge Upgrade - CFMEU visit, January 10

Further CFMEU visit yesterday morning.

A CFMEU Organiser as well as KPIs CFMEU Delegate on Wednesday morning (10/11/2024). 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.

Regards Mel

Melanie Dei Rossi (She/Her/Hers)
Regional Director (Metropolitan)
Program Delivery and Operations | Infrastructure Management & Delivery Division
Department of Transport and Main Roads

I work flexibly at TMR. I'm 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.

[redacted]



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:	TMR DLO
To:	Ministerial.Parliament
Cc:	IMD DDG Correspondence
Subject:	MBN26705 RE: DUE 30 JAN | MINISTER MEETING BRIEF | CFMEU | WEDNESDAY 31 JANUARY 2024
Date:	Monday, 15 January 2024 4:01:12 PM
Attachments:	image001.png image002.png image005.png image006.png

Hi Karmy and Mark

Confirmed, background and any issues only please.

Kind regards

Melanie Walker
Departmental Liaison Officer | Cabinet, Legislation and Executive Services
Corporate Division | Governance Branch | Department of Transport and Main Roads

[redacted]

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From: TMR DLO
Sent: Monday, 15 January 2024 2:58 PM
To: Ministerial.Parliament <[redacted]>
Cc: IMD DDG Correspondence <[redacted]>
Subject: RE: DUE 30 JAN | MINISTER MEETING BRIEF | CFMEU | WEDNESDAY 31 JANUARY 2024

Hi Karmy

Yes please, I have checked in with Seona and will let you know if she comes back with anything specific.

Kind regards

Melanie Walker
Departmental Liaison Officer | Cabinet, Legislation and Executive Services
Corporate Division | Governance Branch | Department of Transport and Main Roads

[redacted]

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Corruption Act 2001 and may constitute official misconduct under the *Public Service Act 2008*. Encouraging or directing another person to do these things may also be an offence.

From: Ministerial.Parliament [redacted]
Sent: Monday, 15 January 2024 2:55 PM
To: TMR DLO [redacted]
Subject: RE: DUE 30 JAN | MINISTER MEETING BRIEF | CFMEU | WEDNESDAY 31 JANUARY 2024

Hey team,

Going to assume this one is the same? No incoming and emphasis will be on background and any contentious issues if there any with CFMEU?

Kind regards Karmy

Kamala Brooks
Senior 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
[redacted]
[redacted]W: CLES Connection Hub
Working part-time, Monday, Wednesday and Thursday.

Stay updated and follow the MPS team on Yammer

From: TMR DLO [redacted]
Sent: Monday, 15 January 2024 2:24 PM
To: Ministerial.Parliament [redacted]
Subject: FW: DUE 30 JAN | MINISTER MEETING BRIEF | CFMEU | WEDNESDAY 31 JANUARY 2024

Hi team

Can we request a meeting brief for the below please.

Kind regards

Melanie Walker
Departmental Liaison Officer | Cabinet, Legislation and Executive Services
Corporate Division | Governance Branch | Department of Transport and Main Roads
[redacted]

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From: Seona Keane [redacted]
Sent: Monday, 15 January 2024 2:17 PM
To: TMR DLO <[redacted]
Cc: Mandy L Bird <[redacted]>
Subject: DUE 30 JAN | MINISTER MEETING BRIEF | CFMEU | WEDNESDAY 31 JANUARY 2024

Hi Team

Minister Mellish will be meeting with Michael Ravbar from the CFMEU on Wednesday, 31 January 2024 at 9:30am

Can you please organise for the department to prepare the following material for the Minister's consideration:

- Briefing Note including background information

A departmental representative is requested for the Pre Brief only please.

Could we please have the documentation in our office by **COB Tuesday, 30 January 2024**

Kind regards

Seona Keane
Executive Assistant to the The Hon Bart Mellish MP
Office of the Hon. Bart Mellish MP
Minister for Transport and Main Roads and Minister for Digital Services

[redacted]

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From: Julie Mitchell[redacted]

Sent: Wed 31/01/2024 5:16:15 AM (UTC)

To: Deanne M Hawkswood[redacted]; Deanne M Hawkswood[redacted]; Leah Rogash[redacted]Christina M Heffner[redacted]

Cc: Christopher F Lunson[redacted]; Ann-Maree Knox[redacted]

Subject: Minister meeting with CFMEU- second hand advice from Tracy on outcomes

1. RT/ union oursourcing committte

   Status of this?
   outsourcing of traffic management was raised
   Sally keen for Dean to own relationship (I said to Tracy fine – but only the RT relationship not the Contractor one – Dee and Peter Pap need to won this

   Wanta meeting within next bit with herself, Dean and Ravbar- presumably for introduction

   Denn you need to goet over the issues- cl 4.2 in EBA – has several prongs incl- labour hire Whats oursourced
   Relay of info and new clauses in contracts for subbie (incl illegality/ otheerise)- legal advice re this/ and letter Sally to Ravbar

2. Centenary bridge- don't deliver whats said would- Sally said best endeavours (Dee)
3. CMFEU advised CRR Industrial action 12-14feb fyi only

.....

After meeting

Minister interested in the actual working conditions of our people cf across the country (wages, conditions and safety)-
Wants for us in mins presso on priorities to address - Safety in the RT and client sideareas **** (Christina and Leah- very succinct- Sally liked the BN on client side)
Minister interested in Female apprentices- numbers (and any other traininees is good Construct techs))
Wants WHS stats- building vs civil and stats used (Peter pap) **(Tracy- and IMD) Christina – can we have a go at this- I assume Ravbar is saying its pitiful**

Julie Mitchell PSM
BEng RPEQ MIEAust CPEng
MBA MEM GAICD
Deputy Director-General
Infrastructure Management & Delivery | Department of Transport and Main Roads

From: Deanne M Hawkswood[/O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=B73018F5978646BBA2A14534893B9295-DEANNE MARI]

Sent: Wed 21/02/2024 3:37:33 AM (UTC)

To: Benjamin J Donovan [redacted]

Cc: Gavin G Allen [redacted]; Max R Broadhurst [redacted]

Subject: FW: Centenary Bridge Upgrade project - CFMEU NOE today - site closed as of 12 noon

another one – FYI note language on expectations for contractors

- control the controllable
- be exemplary and beyond reproach

Deanne Hawkswood
Chief Procurement Officer
Finance & Procurement Branch
Department of Transport and Main Roads

Mon & Tues - Floor 21 | 313 Adelaide Street | Brisbane Qld 4000
Wed & Thurs - Floor 12 | 61 Mary Street | Brisbane Qld 4000
[redacted]

From: Julie Mitchell <[redacted]
Sent: Tuesday, 20 February 2024 10:06 PM
To: Sally Z Stannard <[redacted]>; Deanne M Hawkswood [redacted]
Subject: Re: Centenary Bridge Upgrade project - CFMEU NOE today - site closed as of 12 noon

Yes and I will pass this on to Mel so we can express our attitude.

Julie

Julie Mitchell PSM
BE Civil RPEQ FIEAust CPEng
MBA MEM GAICD
Deputy Director-General
Infrastructure Management & Delivery | Department of Transport and Main Roads
[redacted]

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respond out of your normal work hours.

From: Sally Z Stannard [redacted]>
Sent: Tuesday, February 20, 2024 9:57:39 PM
To: Julie Mitchell [redacted]; Deanne M Hawkswood [redacted]
Subject: Re: Centenary Bridge Upgrade project - CFMEU NOE today - site closed as of 12 noon

I agree Julie - they have to be exemplary and beyond reproach.

These are manageable aspects.
Control the controllable.

Kind regards

Sally Stannard
Director-General
Department of Transport and Main Roads

[redacted]

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From: Julie Mitchell [redacted]
Sent: Tuesday, February 20, 2024 10:54:27 PM
To: Deanne M Hawkswood [redacted]; Sally Z Stannard [redacted]
Subject: Re: Centenary Bridge Upgrade project - CFMEU NOE today - site closed as of 12 noon

Yes but the contractors should be more careful

Julie

Julie Mitchell PSM
BE Civil RPEQ FIEAust CPEng
MBA MEM GAICD
Deputy Director-General

Infrastructure Management & Delivery | Department of Transport and Main Roads

[redacted]

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From: Deanne M Hawkswood [redacted]
Sent: Tuesday, February 20, 2024 7:55:12 PM
To: Julie Mitchell [redacted] >; Sally Z Stannard <[redacted]
Subject: Re: Centenary Bridge Upgrade project - CFMEU NOE today - site closed as of 12 noon

Petty unfortunately

Get Outlook for iOS

From: Julie Mitchell [redacted]
Sent: Tuesday, February 20, 2024 6:05:47 PM
To: Sally Z Stannard <[redacted]
Cc: Deanne M Hawkswood <[redacted]
Subject: FW: Centenary Bridge Upgrade project - CFMEU NOE today - site closed as of 12 noon

unfortunate

Julie Mitchell PSM
BEng RPEQ MIEAust CPEng
MBA MEM GAICD
Deputy Director General
Infrastructure Management & Delivery | Department of Transport and Main Roads

[redacted]

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From: Melanie C Dei Rossi <[redacted]
Sent: Tuesday, 20 February 2024 4:01 PM
To: Julie Mitchell <[redacted]>; Ann-Maree Knox [redacted] Anne E Moffat [redacted]
Subject: FW: Centenary Bridge Upgrade project - CFMEU NOE today - site closed as of 12 noon

Hi all.

Further information re the site visit.

The CFMEU issued Notice of Entry today at the Centenary Bridge Upgrade project.

During the inspection there were three issues identified:

- Potable water - tanks lids on top not sufficiently sealed, potential ecoli contamination - even though water tested going in, water not tested at point of consumption.
- Electrical appliances in First Aid room - some not tagged
- Defibrillator lacking in certificate of compliance

Electrician and plumbers rectifying issue and all matters above will be addressed today.

Job site closed as of noon.

Bottles water supplied on site not accepted as a sufficient alternative to prevent site closedown today.

Contractor (BMD & Georgiou JV) are working to address the issues and will report progress to TMR.

Regards Mel

Melanie Dei Rossi (She/Her/Hers)
Regional Director (Metropolitan)
Program Delivery and Operations | Infrastructure Management & Delivery Division
Department of Transport and Main Roads

From: Gavin G Allen[redacted]
Sent: Wed 21/02/2024 4:05:56 AM (UTC)
To: Deanne M Hawkswood[redacted]; Benjamin J Donovan[redacted]
Cc: Max R Broadhurst[redacted]
Subject: RE: CFMEU Site Entry - Coomera Connector - Central

Hi Dee,

To date we have not been capturing email correspondence from PDO.
In most instances, we don't receive any notifications by email from PDO unless it comes down the line from you or Julie.
KRA1 do capture ROE Union Activity so we have transparency over what is happening on CBU and Exit 49 to date.

KRA 1- Quality Jobs

Table 1.5 (a) Number of times a Right of Entry (ROE) is used (by type) to access the project site.
Table 1.5 (b) details reasons for ROE use

PAT have not been involved with Coomera Connector Central as it was one of the project's retrofitted with the BPIC, so this project has not been subjected to the KRA requirements.

Kind Regards,

Gavin Allen *MEM BEng (Civil Hons) CEng FIEI RPEQ*
Director | Performance and Assurance (Office of the Deputy Director General)
Infrastructure Management & Delivery Division
Department of Transport and Main Roads

[redacted]

Mon	Tue	Wed	Thu	Fri
	✓	✓		✓

From: Deanne M Hawkswood <[redacted]
Sent: Wednesday, 21 February 2024 1:06 PM
To: Benjamin J Donovan[redacted]; Gavin G Allen[redacted]
Cc: Max R Broadhurst <[redacted]
Subject: FW: CFMEU Site Entry - Coomera Connector - Central

FYI

Gav - Are we capturing these emails when they come through from PDO?

Deanne Hawkswood
Chief Procurement Officer
Finance & Procurement Branch
Department of Transport and Main Roads

Mon & Tues - Floor 21 | 313 Adelaide Street | Brisbane Qld 4000
Wed & Thurs - Floor 12 | 61 Mary Street | Brisbane Qld 4000
[redacted]

From: Ann-Maree Knox [redacted]
Sent: Wednesday, 21 February 2024 11:49 AM
To: Julie Mitchell [redacted]>; Deanne M Hawkswood [redacted]
Cc: Andrew M Wheeler [redacted]
Subject: FW: CFMEU Site Entry - Coomera Connector - Central

Julie,
Coomera Connector Central CFMEU visit this morning.
Four items to note:

- Union Reps stated that CFMEU did not need paperwork and that they had called Nick Forde the previous Senior HR Advisor who advised that CFMEU did not need paperwork to enter the site. CFMEU advised that Nick had said that they could enter site at any time.
- Neil Fergason consulted with Project Director and decided to shut the site down.
- No notices issued by the CFMEU and said that they will be back if the issues aren't resolved. CFMEU did not ask us to demonstrate that any of the actions had been closed.
- Luke Gibson of the CFMEU Organiser mentioned that he would elevate the issues to the Minister.

Kind regards

Ann-Maree Knox
General Manager (Program Delivery and Operations)
Infrastructure Management and Delivery Division
Department of Transport and Main Roads
[redacted]

From: Andrew M Wheeler <[redacted]
Sent: Wednesday, 21 February 2024 9:20 AM
To: Ann-Maree Knox <[redacted]
Cc: Fiona G Lee [redacted]

Subject: FW: CFMEU Site Entry Coomera Connector Central

Hi AMK, as discussed at PDOLT – we will log into the spreadsheet.

Thanks

Kind Regards

Andrew Wheeler
Regional Director | South Coast Region
Program Delivery and Operations Branch | Infrastructure Management and Delivery Division
Department of Transport and Main Roads

[redacted]

From: Malcolm G Tilgner [redacted]
Sent: Wednesday, 21 February 2024 8:46 AM
To: Andrew M Wheeler [redacted]; Belinda L Stewart [redacted]
Cc: David A Richards [redacted]>; Suman Joshi [redacted]
Subject: FW: CFMEU Site Entry

FYI

Kind Regards,

Malcolm Tilgner
Project Director (Coomera Connector)

[redacted]

From: O'CONNOR, Gerard <[redacted]
Sent: Tuesday, 20 February 2024 7:17 PM
To: Malcolm G Tilgner [redacted]
Subject: CFMEU Site Entry

Hi Malcom

Attached is a record of events that occurred today as recorded by our staff.

It is not meant to verify the veracity of the comments made by the CFMEU representative but just a

record of what transcribed. Happy to chat tomorrow to give you an update of what is or is not accurate.

Regards

Gerard O'Connor [ME(Civil) FIEAust CPEng NER RPEQ] | Project Director – Coomera Connector Central | **Fulton Hogan Hull McIlwain Joint Venture**

[redacted]



The Brisbane office is located on the land of the Turrbal people and the Coomera Connector Central project is located on Yugambeh land. We acknowledge the traditional
Aboriginal custodians of Country throughout Australia and pay our respect to elders past, present and emerging and to the ongoing living culture of Aboriginal people.

Hot Issues Brief – Centenary Bridge Upgrade – Union activity onsite
Date – 28 February 2024 02:00pm

Media Response

- We have been made aware of ongoing union activity that started this morning at the Centenary Bridge Upgrade project site in Jindalee.
- As part of the activity, members of the Construction, Forestry and Maritime Employees Union (CFMEU) have attended the project site and posted a banner on the Kenmore Road overpass bridge, questioning the use of Chinese steel on the project.
- TMR confirms the steel that will be used for all permanent structures, including the new northbound bridge, will be sourced through TMR registered suppliers and will be of high quality. The steel will comply with TMR's strict technical requirements.
- The project's construction contractor will be providing steel for use in temporary structures. Some of this steel has been sourced from China. The temporary works will be removed from site once works are complete.
- TMR will continue to work with the project's construction contractor to ensure all materials meet the department's strict quality requirements.

Social Media Response (if required)

N/a

Background

- TMR is undertaking a $298.5 million upgrade of the Centenary Bridge in Jindalee to increase capacity and improve safety on the Centenary Bridge by building a new three lane northbound bridge and rehabilitating the existing bridges to three lanes southbound including upgrades to active transport facilities.
- Construction started in early 2023, with piling works for the new northbound works currently underway.
- All materials used in the project comply with TMR's strict specifications, including the China-sourced steel, which the principal contractor has confirmed will only be used for temporary gantry works.
- The first batch of steel was expected to be delivered on site today, 28 February 2024. Due to the ongoing union action, the Principal Contractor has chosen to re-schedule the delivery to another time.
- Union members currently on site are not blocking project staff, workers and construction equipment.
- TMR continues to closely monitor the quality of products used for the projects through strict construction quality requirements specified in relevant technical specifications.

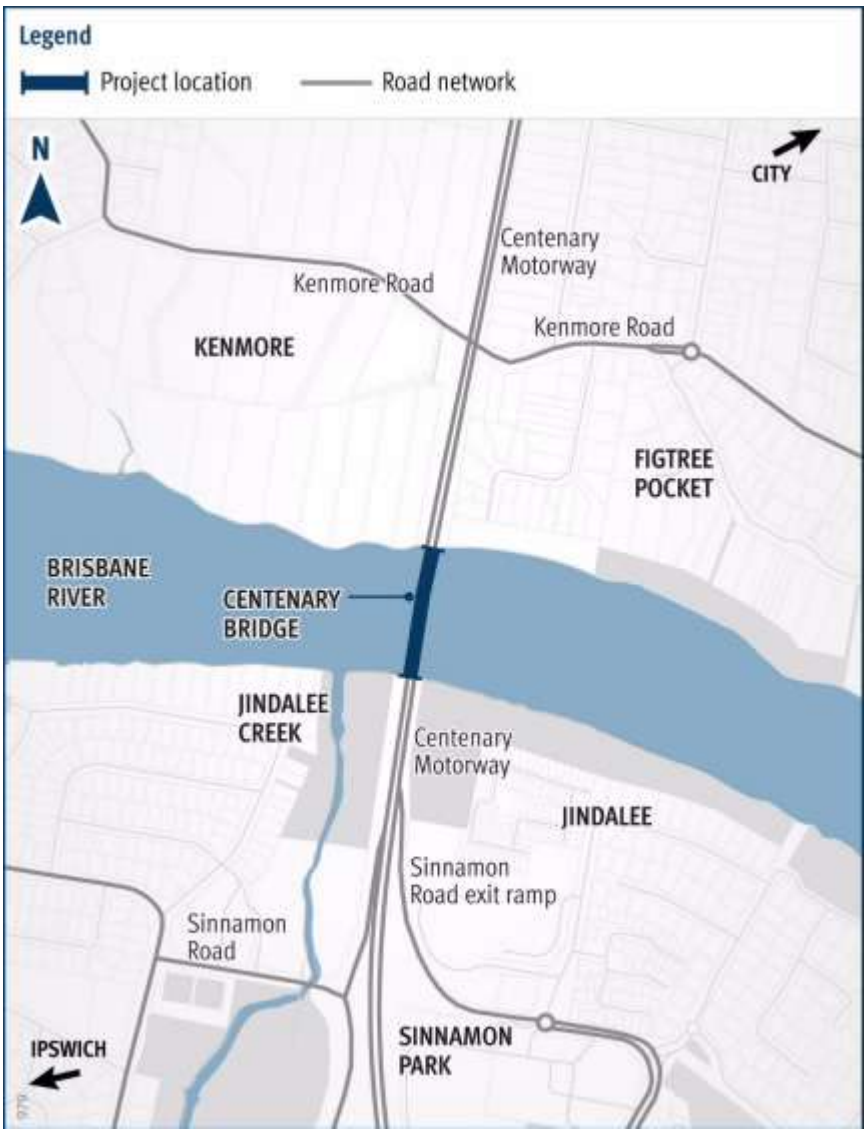
Queensland Government

- TMR will continue to monitor and report union activity on site.

Action being undertaken:

- Mr John Ryan, Deputy Regional Director, Metropolitan Region and Ms Fran Knight, Centenary Bridge Project Director are continuing to monitor response and management of union presence on site.

Site Location



From: Anne E Moffat[redacted]]
Sent: Wed 13/03/2024 2:29:33 AM (UTC)
To: Sally Z Stannard[redacted]
Subject: FW: HIB_Union activity-Centenary Bridge

Loop. We have provided Elly the HiB only. Not the update as yet

Anne Moffat
Chief Operations Officer
Department of Transport and Main Roads

[redacted]



The Department of Transport and Main Roads acknowledges the Traditional Owners and Custodians of this la
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.

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: Anne E Moffat
Sent: Wednesday, 13 March 2024 10:16 AM
To: Nicole Z Davis[redacted]; Peter Y Brown[redacted]
Subject: RE: HIB_Union activity-Centenary Bridge

I have an update on the site issue this morning.

Short version:

- I understand union locked the gates as a delivery was due this morning
- This meant large trucks could not access the site and blocked local streets
- This was a significant safety issue so QPS were called to site.

Unsure how union knew about delivery. Speculation is possibly via port.

Kind regards,

Anne Moffat
Chief Operations Officer

Department of Transport and Main Roads

[redacted]



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From: Nicole Z Davis [redacted]
Sent: Wednesday, 13 March 2024 10:05 AM
To: Peter Y Brown [redacted] Anne E Moffat [redacted]
Subject: FW: HIB_Union activity-Centenary Bridge

HI Pete,

Mins got Hib on this on 1 March (see below).

We need to remind Ellie to go through her Media team if she needs a HIB.

Nic

Nic Davis
Executive Director, Strategic Communication Unit
Governance Branch | Corporate Division | Department of Transport and Main Roads

I work flexibly at TMR. I'm 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.

[redacted]



The Department of Transport and Main Roads acknowledges the Traditional Owners and Custodians of this la

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.

From: Nicole Z Davis
Sent: Friday, 1 March 2024 12:56 PM
To: Brett [redacted] Lesley Major <[redacted]; James Kleeman <[redacted]
Cc: James X Murphy [redacted]
Subject: HIB_Union activity-Centenary Bridge

Hi Team,
HIB below and another coming through shortly.
Call me if you need to talk through.
Many thanks

Nic

Hot Issues Brief – Centenary Bridge Upgrade – Union activity
Date – 1 March 2024 9:15m

Media Response
• The Department of Transport and Main Roads (TMR) is aware of ongoing union activity that began yesterday morning at the Centenary Bridge Upgrade project site in Jindalee. • Members of the Construction, Forestry and Maritime Employees Union (CFMEU) have attended the project site and posted a banner on the Kenmore Road overpass bridge, questioning the use of Chinese steel on the project. • TMR confirms the steel used for all permanent structures, including the new northbound bridge, will be sourced through TMR registered suppliers and comply with TMR's strict technical and quality requirements. • The steel provided for temporary structures only, will be provided by the project's construction contractor and some of this has been sourced from China. The temporary works will be removed from site once works are complete.

- TMR continues to work with the project's construction contractor to ensure all materials meet the department's strict quality requirements.

Social Media Response (if required)

n/a

Background

- TMR is undertaking a $298.5 million upgrade of the Centenary Bridge in Jindalee to increase capacity and improve safety on the Centenary Bridge by building a new three lane northbound bridge and rehabilitating the existing bridges to three lanes southbound including upgrades to active transport facilities.

- Construction started in early 2023, with piling works for the new northbound works currently underway.

- Steel that will be used for all permanent structures, including the new northbound bridge, will be sourced through TMR registered suppliers and comply with TMR's strict technical requirements.

- The project's construction contractor will be providing steel for use in temporary structures and form work (concrete moulds). These temporary works will not form part of the finished bridge.

- The first batch of steel was expected to be delivered on site today, 28 February 2024. Due to the ongoing union action, the Principal Contractor has chosen to re-schedule the delivery to another time.

- Union members currently on site are not blocking project staff, workers and construction equipment.

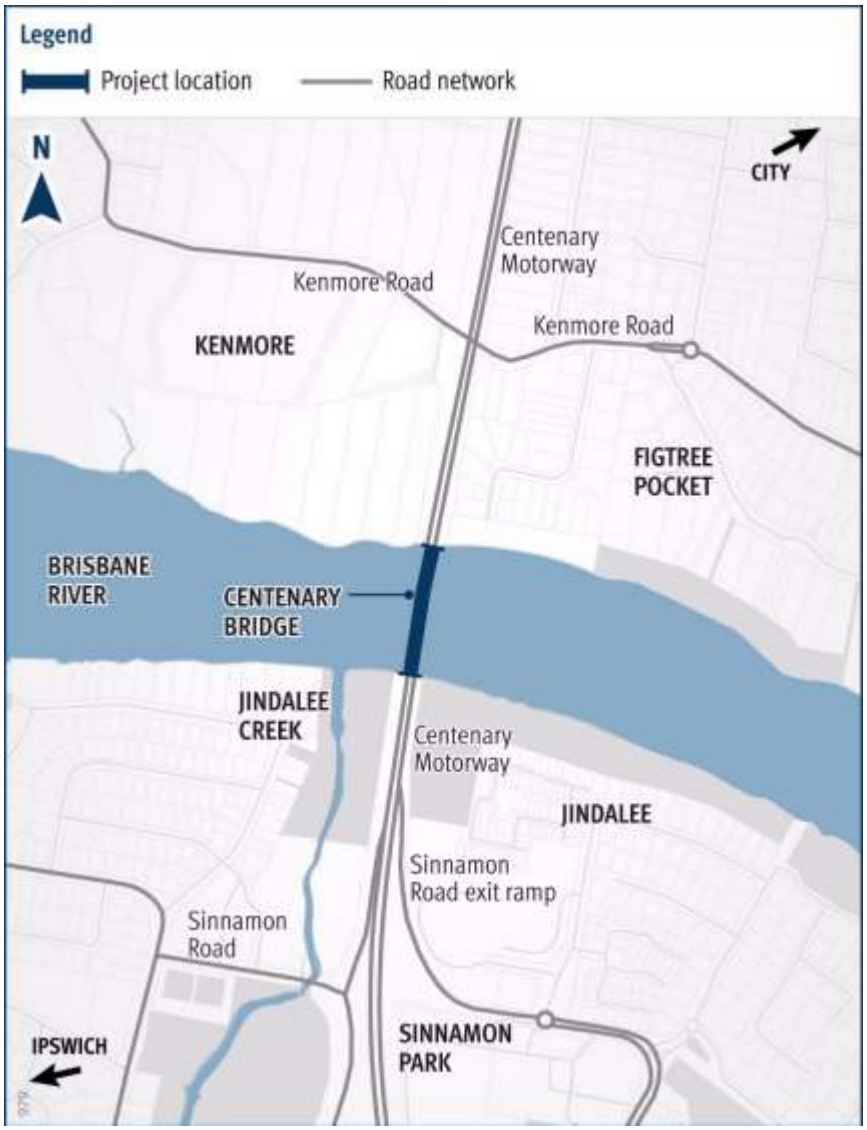
- TMR continues to closely monitor the quality of products used for the projects through strict construction quality requirements specified in relevant technical specifications.

- TMR will continue to monitor and report union activity on site.

Action being undertaken:

- Mr John Ryan, Deputy Regional Director, Metropolitan Region and Ms Fran Knight, Centenary Bridge Project Director are continuing to monitor response and management of union presence on site.

Site Location


Legend
Project location
Road network
N
CITY
Centenary Motorway
Kenmore Road
Kenmore Road
KENMORE
FIGTREE POCKET
BRISBANE RIVER
CENTENARY BRIDGE
JINDALEE CREEK
Centenary Motorway
JINDALEE
Sinnamon Road exit ramp
Sinnamon Road
IPSWICH
SINNAMON PARK

From: Leah Rogash[redacted]
Sent: Wed 13/03/2024 4:56:08 AM (UTC)
To: Adriana M Chilnicean[redacted]
Subject: FW: Centenary Bridge union activity - HIB existing update for events of 13 Mar 2024.
Attachment: Union Entry Report_07 Mar 24.pdf

Below (Centenary) and attached (Coomera) for Min meeting papers in case Julie wants to discuss with Minister.

From: John Ryan <J[redacted]
Sent: Wednesday, 13 March 2024 1:16 PM
To: Nicole Z Davis <[redacted]
Cc: Anna Z Zammit [redacted]>; Melanie C Dei Rossi [redacted]; Francisca P Knight [redacted]; [redacted]>; Ian K Gahoy [redacted] Andrew M Wheeler <[redacted] Julie Mitchell <[redacted]
Subject: Centenary Bridge union activity - HIB existing update for events of 13 Mar 2024.

Nicole,

Thanks for the phone call today.

I have spoken to the region's comms team and the below is the relevant information for today's union activity at Centenary Bridge.

Thank you for updating this small update to the current HIB.

May I please have a final copy post update.

- On the morning of 13 March 2024, At 6:15 am, the first of two steel loads for the temporary structures (steel from China) arrived, and approximately 15 CFMEU personnel blocked its entry, causing traffic congestion on Sinnamon Road, Jindalee. The police were called to assist in allowing the load onto the site, but the main gate remained blocked, causing traffic delays. The police directed the first load to leave to alleviate traffic. Some CFMEU personnel stayed at the gate, and a Notice regarding Overhead Gantry Steel documentation was issued to the contractor after the incident.
- CFMEU raised concerns about the compliance of steel on-site and requested documentation related to steel work done outside Australia, including material quality and standards.
- CFMEU contends that the steel, fabricated overseas, is inherently non-compliant.

- TMR will continue to monitor union activity on site.
- The permanent steel to used in the bridge is supplied by the following.
    - Reinforcing steel – Supplier - Infra Build - Australian Made
    - Steel pile liners & temporary piles - Subcontractor for installation is Caporn, Steel

supplier is ABFI - Australian Made
    - Overhead gantry & rails - crane to lift concrete girders for the bridge construction – Supplier EILBECK - Australian Made
- Temporary (not part of the final bridge structure) support structure for overhead gantry – Supplier Qingdao Ying long Machinery Co Ltd – China made
- Temporary moulds for girders – Supplier China Grand Engineering Ltd – China made

Regards,

Jack Ryan
Deputy Regional Director (Metropolitan)
Program Delivery and Operations Branch, Infrastructure Management & Delivery Division
Department of Transport and Main Roads

[redacted]

PD&O Metropolitan Region, general enquiries [redacted] 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: Nicole Z Davis[redacted]
Sent: Wed 13/03/2024 6:34:09 AM (UTC)
To: Julie Mitchell[redacted]
Subject: Urgent - HIB approval requested. - Centenary Bridge

HI Julie,

For urgent approval please. Content approved by Jack Ryan, Mel is in a meeting this afternoon.

Many thanks

Nic

Hot Issues Brief – Centenary Bridge Upgrade – Union activity – Update 2
Date – 13 March 2024 2:30pm

Media Response

- The Department of Transport and Main Roads (TMR) is aware of ongoing union activity that began in late February and continue today at the Centenary Bridge Upgrade project site in Jindalee.

- Members of the Construction, Forestry and Maritime Employees Union (CFMEU) have attended the project site.

- TMR confirms the steel used for all permanent structures, including the new northbound bridge, will be sourced through TMR registered suppliers and comply with TMR's strict technical and quality requirements which includes that they are must be Australian steel.

- The steel provided for temporary structures only, will be provided by the project's construction contractor and some of this has been sourced from China. These temporary structure are owned by the contractor and will be removed from site once works are complete.

- TMR continues to work with the project's construction contractor to ensure all materials meet the department's strict quality requirements.

Social Media Response (if required)

n/a

Background

Wednesday 13 March 2024

- On the morning of 13 March 2024, at 6:15 am, the first of two steel loads for the temporary structures (steel from China, owned by the contractor) arrived.
- Approximately 15 CFMEU personnel blocked its entry, locking gates and causing safety issues and traffic congestion on Sinnamon Road, Jindalee.
- The police were called to assist in allowing the load onto the site, but the main gate remained blocked, causing traffic delays.
- The police directed the first load to leave to alleviate traffic. Some CFMEU personnel stayed at the gate, and a Notice regarding Overhead Gantry Steel documentation was issued to the contractor after the incident.
- CFMEU raised concerns about the compliance of steel on-site and requested documentation related to steel work done outside Australia, including material quality and standards.
- CFMEU contends that the steel, fabricated overseas, is inherently non-compliant.

- TMR will continue to monitor union activity on site.
- The permanent steel used in the bridge is supplied by the following.
    - Reinforcing steel – Supplier - Infra Build - Australian Made
    - Steel pile liners & temporary piles - contractor for installation is Caporn, Steel supplier is ABFI - Australian Made
    - Overhead gantry & rails - crane to lift concrete girders for the bridge construction – Supplier EILBECK - Australian Made
- Temporary (not part of the final bridge structure) and provided by contractor for the temporary overhead gantry – Supplier Qingdao Ying long Machinery Co Ltd – China made
- Temporary moulds for girders – Supplier China Grand Engineering Ltd – China made

Project Background

- TMR is undertaking a $298.5 million upgrade of the Centenary Bridge in Jindalee to increase capacity and improve safety on the Centenary Bridge by building a new three lane northbound bridge and rehabilitating the existing bridges to three lanes southbound including upgrades to active transport facilities.

- Construction started in early 2023, with piling works for the new northbound works currently underway.
- Steel that will be used for all permanent structures, including the new northbound bridge, will be sourced through TMR registered suppliers and comply with TMR's strict technical requirements.
- The project's construction contractor will be providing steel for use in temporary structures and form work (concrete moulds). These temporary works will not form part of the finished bridge.
- The first batch of steel was delivered on site today.
- TMR continues to closely monitor the quality of products used for the projects through strict construction quality requirements specified in relevant technical specifications.
- TMR will continue to monitor and report union activity on site.

Action being undertaken:

- Mr John Ryan, Deputy Regional Director, Metropolitan Region and Ms Fran Knight, Centenary Bridge Project Director are continuing to monitor response and management of union presence on site.

Regards,

Jack Ryan
Deputy Regional Director (Metropolitan)
Program Delivery and Operations Branch, Infrastructure Management & Delivery Division
Department of Transport and Main Roads

[redacted]

PD&O Metropolitan Region, general enquiries [redacted] 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.

. . .

Union activities – impacts to TMR

Examples:

Coomera Connector Stage 1 – Central Package, Contractor: Fulton Hogan, Hull, McIlwain JV (FHHMJV).

Compliance/correct process for attending site:

- That is correct paperwork and right for entry is this complied with yes/no
  - Paperwork was provided for 2 x WHSQ visits, 1 x AWU and 1 x Plumbers union.
  - No paperwork was provided for the 8 x CFMEU visits.
- Were these arranged/unannounced:
  - All visits were unannounced.

Reason for attending site:

- Safety discussions – predominately all visits were around safety matters. All safety items are tracked and closed out via project team and Project Leadership Team.
- Other reasons – there was commentary from CFMEU with one visit regarding a media release and briefing for a female Minister, and a statement made about BPIC.

Psychological Safety

- FHHMJV has raised significant concern around the psychosocial risks for staff associated with CFMEU visits – due to the behaviours displayed by CFMEU – aggression, intimidation, harassment, and so on.
- Project team is in the process of investigating / implementing the following to manage psychosocial risks:
  - Toolbox talk to staff in site office around union visits.
  - Any union visits which display behaviours of aggression, intimidation, harassment, and so on to be registered as WHS incident (with close out including offer of EAP, staff check-ins).
  - Look at additional training for staff.
  - Putting fob access on site buildings and possibly the entry/ exits.
  - Recruitment of 2 x additional safety officers and 1 x IR staff member in progress.
  - Request more site presence of AWU.
  - Cameras inside site offices / and potential use of body cameras.
  - Contactor seeking legal advice regarding recording of staff and loading to Facebook.

Disruption to program works:

- Costs/delays – Project is still in early phase. Whilst visits are highly disruptive, with CFMEU walking into various meeting rooms and stopping meetings and general disruption to workers who are working in open office environment, there are not any known costs for these visits as yet.

The Centenary Bridge Upgrade project and protests regarding alleged use of foreign steel.

- Union visits by AWU and CFMEU (over 15 union visits since project on-site commencement) compliance:
  - Compliance and correct process for site attendance generally observed.
  - Reasons for entry usually revolve around safety inspections and discussions with on-site union members.
  - CFMEU entered the site without permission on two occasions.

Reason for attending site:

- Recent protest regarding alleged use of Chinese steel caused traffic and work disruption.

- CFMEU's concerns about imported steel and accused lack of material compliance certification for safety.
- CFMEU has issued right of entry notices to access off-site property, leading to security breach concerns.
- Issues raised during CFMEU's brief on-site visit, including safety-related concerns.
    - No specific concerns raised by AWU or CFMEU during their visits, focusing mainly on contractual matters.

Psychological Safety

- The Deputy Regional Director (Metropolitan) has sent a direction to site staff concerning workplace entry by Work Health and Safety (WHS) permit holders provides a comprehensive framework for managing such events within the context of the Centenary Bridge Upgrade project.
- Emphasising non-intervention by Metropolitan Region Project Managers (PMs) and the importance of safety, the instructions align with ensuring the psychological well-being of staff amidst potentially intense situations, as exemplified by recent incidents on the Centenary Bridge project.
- By highlighting the emotional toll such events can have and offering access to the Employee Assistance Program (EAP) through TELUS Health, TMR demonstrates its commitment to supporting staff members affected by the stressors inherent in WHS entry events.
- Through this approach, TMR aims to foster a psychologically safe work environment while effectively navigating regulatory compliance and stakeholder management on projects like the Centenary Bridge Upgrade.

Disruption to program works:

- Instances of union protests causing disruptions in the past, impacting project timelines and public perception.
- Need for clarification on expectations going forward regarding union visits, safety protocols, and handling of global delay claims/costs/time.
- Regarding disruption to program works and costs and delays, the Centenary Bridge Upgrade project has not yet been affected, however **if construction materials continue to be stopped from entering the site works will be impacted**.

Additional information:

Project	**Centenary Bridge upgrade**	**M1 Exit 49**	**CC Central**	**CC North**
Union	**Number of union visits between 9 January 2024 to 13 March 2024**			
CFMEU	15		8	
WHSQ		2	2	2
AWU	1		1	1
Plumbing Union			1	

TMR DLO

From: Elly Begley <[redacted]
Sent: Friday, 15 Ma
To: Peter Y Bro
Cc: TMR DLO; [redacted]
Subject: DLO7327 - e

Categories: Peter

Hi Peter

The office has been contacted by CFMEU about the Centenary Bridge.

Further to the below, can we please seek some **urgent updated advice**? Understand Jack Ryan should be able to assist.

It would be appreciated if updated advice could include:
- whether TMR has reviewed temporary steel and is satisfied of standards / safety;
- confirmation of awarded steel contracts / suppliers; and
- if Stage 2 steel contracts are yet to be awarded?

Thanks Peter. Please CC COS Brett into the advice too.

Kind regards
Elly

From: Nicole Z Davis <[redacted]
Sent: Wednesday, March 13, 2024 5:50 PM
To: Brett Reed <[redacted]>; Lesley Major <[redacted]>; James Kleeman [redacted]
Cc: James X Murphy [redacted]
Subject: HIB Centenary Bridge

Hi Team,

Please find updated HIB below re Centenary Bridge union action.

Many thanks

Nic

Hot Issues Brief – Centenary Bridge Upgrade – Union activity – Update 2
Date – 13 March 2024 5:00pm

Media Response
• The Department of Transport and Main Roads (TMR) is aware of ongoing union activity that began in late February and continued today at the Centenary Bridge Upgrade project site in Jindalee.

- Members of the Construction, Forestry and Maritime Employees Union (CFMEU) have attended the project site today again making claims around the use of steel on the project.

- TMR confirms the steel used for all permanent structures, including the new northbound bridge, will be sourced through TMR registered suppliers and comply with TMR's strict technical and quality requirements which includes that they are must be Australian steel.

- The steel provided for temporary structures only, will be provided by the project's construction contractor and some of this has been sourced from China. These temporary structure are owned by the contractor and will be removed from site once works are complete.

- TMR continues to work with the project's construction contractor to ensure all materials meet the department's strict quality requirements.

Social Media Response (if required)

n/a

Background

Wednesday 13 March 2024

- On the morning of 13 March 2024, at 6:15 am, the first of two steel loads for the temporary structures (steel from China, owned by the contractor) arrived.
- Approximately 15 CFMEU personnel blocked its entry, locking gates and causing safety issues and traffic congestion on Sinnamon Road, Jindalee.
- The police were called to assist in allowing the load onto the site, but the main gate remained blocked, causing traffic delays.
- The police directed the first load to leave to alleviate traffic. Some CFMEU personnel stayed at the gate, and a Notice regarding Overhead Gantry Steel documentation was issued to the contractor after the incident.
- CFMEU raised concerns about the compliance of steel on-site and requested documentation related to steel work done outside Australia, including material quality and standards.
- CFMEU contends that the steel, fabricated overseas, is inherently non-compliant.
- TMR will continue to monitor union activity on site.
- The permanent steel used in the bridge is supplied by the following.
    - Reinforcing steel – Supplier - Infra Build - Australian Made
    - Steel pile liners & temporary piles - contractor for installation is Caporn, Steel supplier is ABFI - Australian Made
    - Overhead gantry & rails - crane to lift concrete girders for the bridge construction – Supplier EILBECK - Australian Made
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- Temporary moulds for girders – Supplier China Grand Engineering Ltd – China made

Project Background

- TMR is undertaking a $298.5 million upgrade of the Centenary Bridge in Jindalee to increase capacity and improve safety on the Centenary Bridge by building a new three

lane northbound bridge and rehabilitating the existing bridges to three lanes southbound including upgrades to active transport facilities.
- Construction started in early 2023, with piling works for the new northbound works currently underway.
- Steel that will be used for all permanent structures, including the new northbound bridge, will be sourced through TMR registered suppliers and comply with TMR's strict technical requirements.
- The project's construction contractor will be providing steel for use in temporary structures and form work (concrete moulds). These temporary works will not form part of the finished bridge.
- The first batch of steel was attempted to be delivered on site today.
- TMR continues to closely monitor the quality of products used for the projects through strict construction quality requirements specified in relevant technical specifications.
- TMR will continue to monitor and report union activity on site.

Action being undertaken:

- Mr John Ryan, Deputy Regional Director, Metropolitan Region and Ms Fran Knight, Centenary Bridge Project Director are continuing to monitor response and management of union presence on site.

Regards,

Jack Ryan
Deputy Regional Director (Metropolitan)
Program Delivery and Operations Branch, Infrastructure Management & Delivery Division
Department of Transport and Main Roads

[redacted]

PD&O Metropolitan Region, general enquiries [redacted] 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.

. . .

Advice for Minister for Transport and Main Roads and Minister for Digital Services

Subject: Centenary Bridge Steel Contracts

Document ID:	DLO7327

- 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 on the Centenary Bridge by building a new three-lane northbound bridge and rehabilitating the existing bridges to three lanes southbound including upgrades to active transport facilities.
- Since February 2024, the project noted increased scrutiny from the Construction, Forestry and Maritime Employees Union (CFMEU) and most recently, questions from union members about the use of overseas-sourced steel for the project.
- The project's construction contractor will be providing steel for use in temporary structures, and some of this steel is sourced from overseas. The temporary works will be removed from site once construction works are complete, including the overseas-sourced steel.
- Temporary works for the new northbound bridge as part of the Centenary Bridge Upgrade project has been the designed by a registered professional engineer of Queensland (RPEQ). The RPEQ's design will take into consideration the material used and certifies the performance of the temporary works. The RPEQ will also certify the design in an as-built state, for it to be fit-to-use and meets safety standards.
- TMR's approved specifications govern steel supply and fabrication for TMR projects. The specifications permit international steel sourcing provided it meets Australian Standards and possesses appropriate certification and traceability. Fabricators must be registered with TMR to work on TMR projects, and they are responsible for sourcing steel in compliance with TMR's standards.
- TMR's standards are designed for permanent works, the standards have been utilised for temporary projects. For the temporary steel works, the design drawings require compliance to Australian standards (AS/NZS 3678 Structural steel – Hot-rolled plates, floorplates and slabs).
- The RPEQ design and as-built certification is supplied by the contractor to TMR.
- CFMEU raised concerns about the compliance of steel on-site and requested documentation related to steel work done outside Australia, including material quality and standards. The contractor has advised TMR that they have information on the steel material and are examining the legal issues in supplying the technical information to CFMEU.
- Steel to be used for all permanent structures, including the new northbound bridge, will be sourced through TMR registered suppliers and comply with TMR's strict technical requirements.

Action Officer/Approved by:	Endorsed by GM	Endorsed by DDG	Endorsed by DG
Melanie De Rossi	Andrew Wheeler	Julie Mitchell	Sally Stannard
Regional Director (Metropolitan)	A/General Manager (Program Delivery and Operations)	Deputy Director-General (Infrastructure Management and Delivery	Director-General
Tel [redacted]	Tel [redacted]	Tel [redacted]	Tel [redacted]
Date: 15 March 2024	Date: 18 March 2024	Date:	Date:

- The construction contractor has awarded supply contacts for reinforcing steel, steel pile liners, temporary piles, overhead gantry and rails, which are permanent works. Verification of this steel is done through inspection at the fabrication yard and supply dockets at delivery. The steel will need to be compliant with TMR's standards.
- A contract for the supply of steel to construct the southbound bridge has not yet been awarded. The commencement of works on reconfiguring the existing bridges to create the southbound bridge is planned for mid-2025.

From: Maxine Melloy[redacted]
Sent: Tue 26/03/2024 2:20:27 AM (UTC)
To: Tracy A O'Bryan[redacted]
Subject: The DG Centenary Bridge Upgrade project meeting has been cancelled - sending through HR's information for the meeting in case you need it.
Attachment: DLO7327_Advice.docx

Hi Tracy

The DG's Centenary Bridge Upgrade project meeting has been cancelled. Sending through HR's information below and attached DLO in case you need them – mm – 26/03

Information provided by PDO's John Ryan:

From: John Ryan [redacted]
Deputy Regional Director (Metropolitan)
Program Delivery and Operations Branch, Infrastructure Management & Delivery Division

Email content provided (and attached):

Ranil,

Thanks for your phone call.

As you appreciate Centenary Bridge Upgrade project is very sensitive given the union activity I described over the phone.

The attached DLO has been approved by the DG and is regarding union activity around steel supply.

The following is a summary of the union visits to the site (WHS permit entry).

- 29/05/2023 CFMEU: Dean Riley visit, safety access issue raised, daily attendance planned.
- 19/09/2023 AWU: No safety inspection, traffic control agreement discussion.
- 20/09/2023 CFMEU: No safety inspection, traffic control agreement discussion.
- 10/10/2023 CFMEU & AWU: Informal visit, no Right of Entry, query on traffic control.
- 13/10/2023 AWU: Follow-up, union delegate discussion, positive site feedback.
- 20/10/2023 CFMEU: Visit, no Right of Entry documents.
- 8/11/2023 CFMEU: TGS concerns discussed.
- 14/11/2023 CFMEU: Brief conversation, no safety inspection.
- 21/11/2023 CFMEU: Right of Entry Notice received, safety concerns raised.
- 28/11/2023 CFMEU: Brief discussion, no safety inspection.
- 29/11/2023 AWU: Check-in visit, no safety inspection.
- 6/12/2023 CFMEU: Delegate appointment visit, no specific concerns.
- 13/12/2023 CFMEU: Right of Entry Notice, safety concerns on piling barge.

- 9/01/2024 CFMEU: Off-site discussions, no specific safety concerns.
- 11/01/2024 CFMEU: Off-site safety concern relayed.
- 16/01/2024 CFMEU: Safety concerns raised on site housekeeping.
- 17/01/2024 CFMEU: Repeat of safety concerns visit.
- 20/02/2024 CFMEU: Safety issues identified, temporary site closure.
- 22/02/2024 CFMEU: Right of Entry Notices issued, safety issues noted.
- 23/02/2024 CFMEU & AWU: Meeting, agreement termination suggested.
- 28/02/2024 CFMEU: Banner displayed, no consultation with site personnel.
- 29/02/2024 CFMEU: Protest at gate with signage placement.
- 1/03/2024 CFMEU: Repeat of protest setup.
- 4/03/2024 CFMEU: Temporary shelter setup, midday departure.
- 5/03/2024 CFMEU: Planned visit to talk to GBJV employees.
- 6/04/2024 CFMEU: Morning presence outside Gate 1.
- 7/04/2024 CFMEU: Media coverage, no work disruption.
- 12/03/2024 CFMEU: Gate blockade, safety concerns addressed.
- 13/03/2024 CFMEU: Blockade causing traffic, steel compliance concerns.
- 14/03/2024 CFMEU: Visit with no disruption, documentation requests.
- 25/03/2024 CFMEU: Safety concerns noted, blockade persists, minimal communication.

Email ends.

Thanks Ange.

Angela Schroeder
Principal Advisor | Office of Chief People and Culture Officer
Human Resources Branch | Corporate Division
Department of Transport and Main Roads

FWA arrangements: Mon (WFH), Tues (Office), Wed (OFF), Thurs (Office), Fri (WFH)
In TMR, we embrace workplace flexibility. This email was sent during my preferred working hours. There is no expectation you will respond outside of your working arrangements.

[redacted]

From: Maxine Melloy <[redacted]
Sent: Monday, 25 March 2024 2:44 PM
To: Fiona S Leyden <[redacted]>; Adrian D Langford
[redacted]
Cc: CPCO Support [redacted]; Karly L Merker
[redacted]
Subject: Centenary Bridge Upgrade project - dot points request - due 10am Tuesday 26 March 2024

Hi Fiona

Tracy is attending a meeting tomorrow with DG to discuss the Centenary Bridge.

Could we please have some dot points prepared for Tracy's information/awareness by 10am tomorrow, Tuesday 26 March 2024.

Thank you

Kind regards,
Maxine Melloy
Senior Executive Coordinator | Office of the Deputy Director-General
Corporate Division | Department of Transport and Main Roads

[redacted]

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From: Tracy A O'Bryan
Sent: Wednesday, 21 February 2024 2:18 PM
To: Fiona S Leyden [redacted]
Cc: Adrian D Langford [redacted]
Subject: FW: Centenary Bridge Upgrade project - CFMEU NOE today - site closed as of 12 noon

FYI

Kind regards

Tracy O'Bryan
Deputy Director-General (Corporate)
Corporate Division | Department of Transport and Main Roads

[redacted]



From: Anne E Moffat <[redacted]>

Sent: Tuesday, 20 February 2024 4:41 PM
To: Tracy A O'Bryan [redacted]
Subject: Fwd: Centenary Bridge Upgrade project - CFMEU NOE today - site closed as of 12 noon

Loop

Anne Moffat
Chief Operations Officer
Office of the Director-General | Department of Transport and Main Roads
[redacted]

From: Ann-Maree Knox [redacted]
Sent: Tuesday, February 20, 2024 3:33:08 PM
To: Julie Mitchell <[redacted]>; Sally Z Stannard <[redacted]; Anne E Moffat <[redacted]
Cc: Melanie C Dei Rossi [redacted] Fiona G Lee [redacted]
Subject: FW: Centenary Bridge Upgrade project - CFMEU NOE today - site closed as of 12 noon

All, for information, update on CFMEU activity at Centenary Bridge project today.

Kind regards

Ann-Maree Knox
General Manager (Program Delivery and Operations)
Infrastructure Management and Delivery Division
Department of Transport and Main Roads
[redacted]

From: John Ryan <[redacted]
Sent: Tuesday, 20 February 2024 3:00 PM
To: Melanie C Dei Rossi [redacted]>; Ann-Maree Knox [redacted]
Subject: Centenary Bridge Upgrade project - CFMEU NOE today - site closed as of 12 noon

Mel, AMK,

The CFMEU issued Notice of Entry today at the Centenary Bridge Upgrade project.

During the inspection there were three issues identified:

- Potable water - tanks lids on top not sufficiently sealed, potential ecoli contamination - even though water tested going in, water not tested at point of consumption.
- Electrical appliances in First Aid room - some not tagged
- Defibrillator lacking in certificate of compliance

Electrician and plumbers rectifying issue and all matters above will be addressed today.

Job site closed as of noon.

Bottles water supplied on site not accepted as a sufficient alternative to prevent site closedown today.

Contractor (BMD & Georgiou JV) are working to address the issues and will report progress to TMR.

Regards,

Jack Ryan
Deputy Regional Director (Metropolitan)
Program Delivery and Operations Branch, Infrastructure Management & Delivery Division
Department of Transport and Main Roads

[redacted]

PD&O Metropolitan Region, general enquiries [redacted] 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: Huma Z Hussain [redacted]
Sent: Wed 27/03/2024 6:50:36 AM (UTC)
To: Mike T Whitehead [redacted] Evan Z Lo [redacted]
Cc: Torill M Pape [redacted]
Subject: RE: Your urgent assistance is needed

Hi all

Had a long chat with the Delivery Manager for M1 North Matt Kelly. He has been on site for many other Pac Mwy projects.

His advice is that overseas steel is utilised on many projects including M1 North.

The fabrication requirements are followed through as per Australian standards and TMR requirements.

There have been no issues with CFMEU on any of his projects to do with overseas steel.

Kind regards

Huma Hussain
Specialist Technical Advisor (Consultant) | **FIEAust CPEng EngExec RPEQ NER APEC Engineer IntPE(Aus) Civil, Structural, Leadership & Management**
Structures | **Engineering & Technology** | Department of Transport and Main Roads

[redacted]

The Department of Transport and Main Roads (DTMR) have reviewed the documents for conformance with DTMR technical requirements. It should be noted that DTMR have not carried out any proof calculations, risk analysis nor dimensional checks. The responsibility for the design rests with the RPEQ Certifier.

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From: Mike T Whitehead [redacted] >
Sent: Wednesday, 27 March 2024 12:59 PM
To: Evan Z Lo [redacted] Huma Z Hussain < [redacted]
Cc: Torill M Pape [redacted]
Subject: RE: Your urgent assistance is needed

Evan

Thank you.

Regards,

Mike Whitehead, BEng(Civil) GradCertBus CPEng RPEQ APEC Engineer IntPE(Aus)
Director (Systems & Governance) | Structures
Engineering & Technology Branch | Infrastructure Management and Delivery
Department of Transport and Main Roads



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From: Evan Z Lo
Sent: Wednesday, 27 March 2024 12:54 PM
To: Mike T Whitehead ; Huma Z Hussain
u>
Cc: Torill M Pape <
Subject: RE: Your urgent assistance is needed

Mike,

As an update, the BCC contacts that I have said they are not aware of such issues on their projects. CFMEU *"tend to just visit depots (with notice) and speak to their reps before work starts. No issues raised by them in recent months/year in my space. "*

BCC have also highlighted *"That's an interesting one because very little steel is manufactures in Australia. ...we have had similar queries in the past by the union but I don't think too much has been made of it by the union. Council's response has included highlighting the fact that all of our procurement arrangements and evaluation weight Local Benefits highly, so companies the benefit local employment etc. get higher non-price scoring."*

Regards

Evan Lo RPEQ, MIEAust, CPEng, BEng
A/Director (Planning and Delivery) | Structures
Engineering & Technology | Infrastructure Management and Delivery
Department of Transport and Main Roads





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From: Mike T Whitehead [redacted]
Sent: Wednesday, 27 March 2024 7:53 AM
To: Evan Z Lo <[redacted]; Huma Z Hussain <[redacted]>
Cc: Torill M Pape <[redacted]
Subject: RE: Your urgent assistance is needed

Evan

Metro most likely and possibly South Coast may have been asked. We are not sure, so we may be piggy-backing off work they are gathering. We have the priority to report findings / information up to DDG this afternoon.

Regards,

Mike Whitehead, BEng(Civil) GradCertBus CPEng RPEQ APEC Engineer IntPE(Aus)
Director (Systems & Governance) | Structures
Engineering & Technology Branch | Infrastructure Management and Delivery
Department of Transport and Main Roads

[redacted]

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From: Evan Z Lo <[redacted]
Sent: Wednesday, 27 March 2024 7:27 AM
To: Huma Z Hussain <[redacted]>; Mike T Whitehead <[redacted]
Cc: Torill M Pape [redacted]
Subject: RE: Your urgent assistance is needed

Morning Mike,

Before I start sending e-mails to the regional directors of South Coast and Metro, is this request well understood from all the District's or there's possibility that the same questions are being asked through other channels as well?

I have sent a request to my BCC contacts.

Regards,

Evan Lo RPEQ, MIEAust, CPEng, BEng
A/Director (Planning and Delivery) | Structures
Engineering & Technology | Infrastructure Management and Delivery
Department of Transport and Main Roads

[redacted]



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From: Huma Z Hussain <[redacted]
Sent: Wednesday, 27 March 2024 7:12 AM
To: Mike T Whitehead <[redacted] Evan Z Lo [redacted]
Cc: Torill M Pape [redacted]
Subject: RE: Your urgent assistance is needed

Thanks Mike.

Is this in relation to permanent works or temporary works?

Does this include travelling gantries, tower cranes, other mechanised equipment and so on.

Any specifics?

Kind regards

Huma Hussain
Specialist Technical Advisor (Consultant) | **FIEAust CPEng EngExec RPEQ NER APEC Engineer IntPE(Aus) Civil, Structural, Leadership & Management**
Structures | **Engineering & Technology** | Department of Transport and Main Roads

[redacted]

The Department of Transport and Main Roads (DTMR) have reviewed the documents for conformance with DTMR technical requirements. It should be noted that DTMR have not carried out any proof calculations, risk analysis nor dimensional checks. The responsibility for the design rests with the RPEQ Certifier.

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From: Mike T Whitehead [redacted]
Sent: Wednesday, 27 March 2024 6:59 AM
To: Evan Z Lo <[redacted]; Huma Z Hussain [redacted]
Cc: Torill M Pape <[redacted]
Subject: Your urgent assistance is needed
Importance: High

Good morning to you both

Structures needs to **urgently** gather some information for DDG IMD who is having a meeting tomorrow morning regarding the Centenary Bridge / CFMEU issue.

Can you please reach out to your contacts in TMR (Metro / Nerang) and BCC to determine recent past and/or current project sites that are CFMEU sites and for these sites, who is supplying the fabricated steel work (if there is some). Get what you can please.

I will be chasing information from the current contractor on the Centenary Bridge project.

Torill and Dennis needs this info by COB today to brief the DDG. Please give this your top priority.

Regards,

Mike Whitehead, BEng(Civil) GradCertBus CPEng RPEQ APEC Engineer IntPE(Aus)
Director (Systems & Governance) | Structures
Engineering & Technology Branch | Infrastructure Management and Delivery
Department of Transport and Main Roads

[redacted]

From: Leah Rogash[redacted]

Sent: Wed 27/03/2024 7:55:41 AM (UTC)

To: Deanne M Hawkswood[redacted]; Julie Mitchell[redacted]; Andrew M Wheeler[redacted]

Subject: RE: CN-13712 Centenary Bridge Upgrade - Window flyers

Attachment: DLO7327_Advice.docx

Dee – here's an advice note that was put up to the Minister on 18/3.

From: Deanne M Hawkswood[redacted]
Sent: Wednesday, 27 March 2024 5:01 PM
To: Julie Mitchell[redacted]; Andrew M Wheeler[redacted]
Subject: RE: CN-13712 Centenary Bridge Upgrade - Window flyers

Thank you .. is there a brief on this issue? Might need that tomorrow.

Deanne Hawkswood
Chief Procurement Officer
Finance & Procurement Branch
Department of Transport and Main Roads

Mon & Tues - Floor 21 | 313 Adelaide Street | Brisbane Qld 4000
Wed & Thurs - Floor 12 | 61 Mary Street | Brisbane Qld 4000
[redacted]

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From: Julie Mitchell[redacted]
Sent: Wednesday, 27 March 2024 4:56 PM
To: Deanne M Hawkswood <[redacted] Andrew M Wheeler[redacted]
Subject: Fwd: CN-13712 Centenary Bridge Upgrade - Window flyers

Julie

Julie Mitchell PSM
BE Civil RPEQ FIEAust CPEng
MBA MEM GAICD
Deputy Director-General
Infrastructure Management & Delivery | Department of Transport and Main Roads

[redacted]

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.

From: Sean Donald <[redacted]
Sent: Wednesday, March 27, 2024 4:42:39 PM
To: Ryan Murphy [redacted]; Julie Mitchell [redacted] Sally Z Stannard [redacted]
Subject: FW: CN-13712 Centenary Bridge Upgrade - Window flyers

Do I need to say more?

Care. Integrity. Excellence.

Sean Donald

General Manager - QLD

Level 16, 31 Duncan Street

Fortitude Valley QLD 4006

[redacted]

[redacted]

Georgiou **Our vision is to be *'the best people to work with'***
Georgiou Group acknowledges the Traditional Custodians of the land on which we work, a nd pay our respects to elders past and present.

From: Leigh Hahn <Leigh.Hahn@gbjvcentenary.com.au>
Sent: Wednesday, March 27, 2024 4:52 PM
To: Berry Freshney [redacted] Gary Grant [redacted] Kieren Walters [redacted]; Mathew Quy-Verlander <[redacted] [redacted] Sean Donald [redacted]
Subject: CN-13712 Centenary Bridge Upgrade - Window flyers

! **CAUTION - This email was sent from outside Georgiou Group**

Team: Karen reports these were found on her windscreen earlier this afternoon.

Georgiou
BMD

Leigh Hahn
Project Director
Georgiou BMD Joint Venture (GBJV)
[redacted]



From: Dennis J WALSH[redacted]]
Sent: Wed 27/03/2024 12:08:58 PM (UTC)
To: Julie Mitchel[redacted]
Subject: FW: Temporary Gantry Material Steel documentation
Attachment: Container 1 - Certificates of steel.pdf
Attachment: Container 1 - Steel Material traceability.pdf
Attachment: RE: Your urgent assistance is needed
Attachment: RE: Temporary Gantry Material Steel documentation

fyi

Regards

Dennis Walsh PSM
BEng, MEng Sc, CPEng, APEC Engineer, Int PE (Aus), RPEQ, FEA, M IPWEA, GAICD
Chief Engineer, Infrastructure Management & Delivery
Department of Transport and Main Roads
[redacted]

From: Torill M Pape[redacted]
Sent: Wednesday, 27 March 2024 6:35 PM
To: Dennis J WALSH[redacted]
Subject: Fwd: Temporary Gantry Material Steel documentation

Dr Torill Pape FIEAust CPEng RPEQ BEng(Hons) PhD
A/Deputy Chief Engineer | Structures
Engineering & Technology | Infrastructure Management and Delivery
Department of Transport and Main Roads
[redacted]

From: Torill M Pape
Sent: Wednesday, March 27, 2024 6:02:40 PM
To: Dennis J WALSH[redacted]; Julie Mitchell[redacted]
Cc: John Ryan <[redacted] Melanie C Dei Rossi
[redacted]>; Mike T Whitehead[redacted]; Evan

Z Lo [redacted]
Subject: FW: Temporary Gantry Material Steel documentation

Hi all,

Some details on Centenary attached and below.

Our role in this review has been one of technical governance.

This brief review is based on the information provided thus far and within the current timeframe. Our review is ongoing but some quick observations:

- Team has commenced a high-level risk based review/audit based on information provided by Fran and the team

- IFC Drawings provided indicate:
  - Australian standards are specified for design, material and fabrication requirements
  - RPEQ details and signatures missing
  - Not all information is there for all structures

- Material for temporary works has been supplied from China
- Review of material certificates underway,
  - Inconclusive to confirm how it relates to components on site
  - In its current form, it is difficult to confirm these meet Australian Standard requirements
  - It's not clear how to correlate the submitted material tests and certs to IFC drawings.

- Feedback on a small selection of projects (TMR and BCC) in SEQ that have had CFMEU representation
  - Where steel has been used, mostly this has been supplied from overseas (China mainly)
  - For M1 North and other Pacific Mwy TMR Projects, the fabrication requirements followed Australian standards and TMR requirements.
  - CFMEU have been aware of this fact, have made some enquiries but have not stopped the delivery of steel or the progression of works.

Dr Torill Pape FIEAust CPEng RPEQ BEng(Hons) PhD
A/Deputy Chief Engineer | Structures
Engineering & Technology | Infrastructure Management and Delivery
Department of Transport and Main Roads

[redacted]

From: Mike T Whitehead [redacted]
Sent: Wednesday, 27 March 2024 2:25 PM
To: Torill M Pape [redacted]
Cc: Evan Z Lo [redacted]
Subject: FW: Temporary Gantry Material Steel documentation

Torill

Attached are the certificates we have received from Fran for Centenary Temp Works. I believe there are more to come so work in progress..

Ben has had a quick review and the findings are not good. We don't have any drawings so cannot align the materials list to them.

Traceability document doesn't mean much to us at this stage.

Referencing the Certificates document. Initial comments / findings:

- Not all the materials listed align to supplied certificates – some are missing
- Not all of the certificates are issued from an accredited lab - inconsistency
- Certificates (themselves) do not meet Aust Std
- The material appears to be manufactured to a Chinese standard therefore the certificates do not certify that the steel meets Aust Stds
- Ben could not source a copy of the standard, therefore we are unable (at this stage) to compare and advise if the steel meets the Aust Std

We would need to conduct some testing of the steel to check if the material meets Aust Stds.

We will obviously have to deep dive on this and do more work with Fran.

Regards,

Mike Whitehead, BEng(Civil) GradCertBus CPEng RPEQ APEC Engineer IntPE(Aus)
Director (Systems & Governance) | Structures
Engineering & Technology Branch | Infrastructure Management and Delivery
Department of Transport and Main Roads

[redacted]

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From: Francisca P Knight <[redacted]
Sent: Wednesday, 27 March 2024 1:01 PM
To: Mike T Whitehead <[redacted]>
Cc: Damitha A Peiris <[redacted]
Subject: Temporary Gantry Material Steel documentation

Mike

Please find attached paperwork on the steel that will be used for the temporary gantry supports. The steel are currently still at the shipping yard and not on site. Kindly be advised that these documents have also been provided to CFMEU.

Fran Knight
Project Director (Centenary Bridge Upgrade)
Metropolitan Region
Department of Transport and Main Roads
[redacted]

From: Julie Mitchell[/O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=6EA0B31D58DC40CBBEDA15D407BAA61E-JULIANNE M]

Sent: Tue 09/04/2024 7:56:02 AM (UTC)

To: Ann-Maree Knox [redacted]

Subject: FW: Temporary Gantry Material Steel documentation

Attachment: Container 1 - Certificates of steel.pdf

Attachment: Container 1 - Steel Material traceability.pdf

Attachment: RE: Your urgent assistance is needed

Attachment: RE: Temporary Gantry Material Steel documentation

Julie Mitchell PSM
BEng RPEQ MIEAust CPEng
MBA MEM GAICD
Deputy Director-General
Infrastructure Management & Delivery | Department of Transport and Main Roads

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[redacted]

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For more information on Queensland's Zero Emissions Vehicle Strategy, please visit
https://www.qld.gov.au/zevstrategy

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From: Torill M Pape [redacted]
Sent: Wednesday, 27 March 2024 6:03 PM
To: Dennis J WALSH [redacted] Julie Mitchell [redacted]
Cc: John Ryan [redacted]; Melanie C Dei Rossi [redacted]; Mike T Whitehead <[redacted]>; Evan Z Lo <[redacted]
Subject: FW: Temporary Gantry Material Steel documentation

Hi all,

Some details on Centenary attached and below.

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Dr Torill Pape FIEAust CPEng RPEQ BEng(Hons) PhD
A/Deputy Chief Engineer | Structures
Engineering & Technology | Infrastructure Management and Delivery
Department of Transport and Main Roads



From: Mike T Whitehead <[redacted]

Sent: Wednesday, 27 March 2024 2:25 PM
To: Torill M Pape [redacted]
Cc: Evan Z Lo [redacted]
Subject: FW: Temporary Gantry Material Steel documentation

Torill

Attached are the certificates we have received from Fran for Centenary Temp Works. I believe there are more to come so work in progress..

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Regards,

Mike Whitehead, BEng(Civil) GradCertBus CPEng RPEQ APEC Engineer IntPE(Aus)
Director (Systems & Governance) | Structures
Engineering & Technology Branch | Infrastructure Management and Delivery
Department of Transport and Main Roads

[redacted]

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From: Francisca P Knight [redacted]
Sent: Wednesday, 27 March 2024 1:01 PM
To: Mike T Whitehead [redacted]

Cc: Damitha A Peiris <[redacted]
Subject: Temporary Gantry Material Steel documentation

Mike

Please find attached paperwork on the steel that will be used for the temporary gantry supports. The steel are currently still at the shipping yard and not on site. Kindly be advised that these documents have also been provided to CFMEU.

Fran Knight
Project Director (Centenary Bridge Upgrade)
Metropolitan Region
Department of Transport and Main Roads
[redacted]

From: Malcolm G Tilgner[/O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=50BD8F3542A248789E1E0338DB630A45-MALCOLM G T]
Sent: Thur 11/04/2024 6:17:59 AM (UTC)
To: Belinda L Stewart[redacted]
Cc: Andrew M Wheeler[redacted]
Subject: FW: AGJV Union Site Entry Report - 2024-04-10

FYI

We will advise the outcome of WHSQ site visit (today?) when information is available.

Kind Regards,

Malcolm Tilgner
Project Director (Coomera Connector)

[redacted]

From: Darren Wagstaff[redacted]
Sent: Thursday, 11 April 2024 4:01 PM
To: Malcolm G Tilgner[redacted]; Patrick Z Feeney[redacted]
Cc: David A Richards[redacted]; David Z Kelly[redacted]>
Subject: FW: AGJV Union Site Entry Report - 2024-04-10

Malcolm/Pat,

Refer below Union site entry report.

Regards

Darren Wagstaff
Project Director

Coomera Connector – Shipper Drive to Helensvale Road
Acciona Georgiou Joint Venture
[redacted]

[redacted]



From: Daniel Foster [redacted]
Sent: Thursday, April 11, 2024 10:17 AM
To: Darren Wagstaff <[redacted]>; Matthew Hall <[redacted]>; Jonty Bekkers <[redacted] Daniel Foster [redacted] james.hanna <[redacted]; Cameron Bell [redacted]; Sean Donald <[redacted]; Jane Henderson [redacted]>; Matt Strevens <[redacted]
Cc: Mick Holton <[redacted]>; Matthew Carnes [redacted]; Scott Bown [redacted] Martin French [redacted] Nicholas Chatham <[redacted]
Subject: AGJV Union Site Entry Report - 2024-04-10

Please see below Union Site Entry Report from the AGJV Coomera Connector Stage 1 NorthProject:

Date of Entry - 2024-04-10
Arrival Time - 9.50 am
Departure Time - 4 pm
AGJV Project - Coomera Connector Stage 1 North
Industrial Association - CFMEU
Union Official(s) - Dean Mattas
AGJV Personnel - Matthew Hall; Mick Holton; Matthew Steele; Kain Schultz; Lauren McCutcheon
Subcontractor Personnel - Tutt Bryant
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 -
WHSQ Inspector Attendance - No
WHSQ Enforcement Notice(s) issued? -
WHSQ Enforcement Notice Details (if any) -
Detailed Report - Dean MATTAS arrived at the River Downs Park Crib Compound at 9.50 am and contacted Matt HALL/ HALL met with MATTAS at the crib compounds. MATTAS displayed his permits and provided a s117 entry notice to HALL/ MATTAS refused to sign in as a visitor. HALL told him he needed to sign in, but this was refused. HALL noted MATTAS' refusal and to avoid a protracted dispute, the entry proceeded/ While at the crib compound, general chit-chat was had. MATTAS asked HALL if he had seen the new BPIC.

HALL said he hadn't. MATTAS said he thinks it's "going to cause some problems"/ MATTAS also asked HALL if he had heard what was happening over at Centenary Bridge. HALL said, "Yes but not in any great detail"/ Following discussions, MATTAS and HALL proceeded onto the site. MATTAS saw a lift was occurring with a Tutt Bryant crane and asked HALL if he could inspect all the lifting equipment once the lift was finished/ Once the lift was finished, AGJV lowered the lifting gear to the ground to allow MATTAS to inspect the equipment/ Once on the ground, MATTAS proceeded to go through the lift plan, Geotech reports and inspected all the slings, and lifting equipment. This exercise took approximately 1.5 hours/ MATTAS questioned the thimble as it didn't have an SWL stamped on the unit. It was noted that the thimble had a serial and part number stamped on it/ AGJV's position was that, as it was a proprietary lifting accessory that had serial numbers that matched the lifting hoop associated with it, the standards stated it did not need to be stamped as it had a variable load limit. MATTAS objected as he believed it was a lifting device and wanted to see the manufacturer's fabrication certificate/ MATTAS stated that he would stand in the exclusion zone to stop us from lifting until we provided it. HALL advised MATTAS that he was not permitted to do that. MATTAS stated, "That's what's going to happen if we try to lift"/ HALL attempted to de-escalate the situation to avoid exposing the workforce to safety risks and stated he was happy to continue working through the issue/ It took approximately 2 hours to get the paperwork. Once the paperwork was received, MATTAS accepted AGJV's position as correct. The crane was unable to perform lifts over this time/ MATTAS then moved onto the walkways to inspect the access to the headstocks/ After spending an hour looking at all the access ways to the headstocks, MATTAS stated he was very happy with the height and width of the walkways we had established and commented on the high standard set on site/ MATTAS stated that it normally doesn't take him this long to find stuff when he comes to sites/ No concerns were noted with the site's access and egress and MATTAS moved on to inspecting an EWP that was in proximity/ MATTAS went through all the paperwork associated with the EWP, including the SWMS, JHA, OEM, logbook, training records, VOCs, and inspected the harnesses/ MATTAS raised concerns about AGJV's VOC process. MATTAS stated that he didn't believe it complied with the "Managing the risk of falls at workplaces code of practice 2021" as we were unable to provide evidence of training on the specific brand and model of the EWP/ HALL advised MATTAS that the COP states that this is a "recommended course of action", however, it was not a mandatory requirement under the COP/ MATTAS then raised concerns about AGJV's harnesses, specifically, the lanyards on the harnesses. MATTAS believed the fall arrest lanyard would be ineffective at the heights we were working at/ AGJV disagreed with MATTAS' assertion. Following a protracted discussion, it was agreed that WHSQ would be contacted to attend the site the next day to form a view on the appropriateness of the harnesses/ During this time, AGJV were unable to use the EWP. These discussions occurred for approximately 1-1.5 hours/ No further concerns were raised, and MATTAS departed the site at around 4 pm.

Regards,

Daniel Foster
Human Resources and Industrial Relations Manager
Coomera Connector – Shipper Drive to Helensvale Road
Acciona Georgiou Joint Venture

Advice for Minister for Transport and Main Roads and Minister for Digital Services

Subject: Impacts of ongoing union activity on Centenary Bridge Upgrade project

Document ID:	MBN26923

- 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 and most recently, 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.
- These temporary structures belong to the contractor and will be demobilished offsite once works are complete.
- TMR is in the process of conducting an audit/assessment of the processes used to certify the installed stuctures 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 and the peer review, as supplied by the contractor, Georgiou BMD Joint Venture (GBJV). Bonacci Infrastructure Pty Ltd, a specialist structural and civil engineering consultancy, has been asked by the construction contractor to undertake a third-party (peer) review of the temporary gantry support structure for the Centenary Bridge Upgrade project.
- GBJV has advised that these temporary works will need to commence after the Easter long weekend to ensure delivery of project by the committed timeframe of late 2027.
- GBJV is committed to exploring available strategies to ensure the materials can be delivered to site and works can proceed as planned, however, a suitable strategy has not yet been finalised.

Action Officer/Approved by:	**Endorsed by GM**	**Endorsed by DDG**	**Endorsed by DG**
John Ryan	Ann-Maree Knox	Julie Mitchell	Sally Stannard
A/Regional Director (Metropolitan)	General Manager (Program Delivery and Operations)	Deputy Director-General (Infrastructure Management and Delivery)	Director-General
Tel: [redacted]	Tel: [redacted]	Tel: [redacted]	Tel: [redacted]
Date: 2 April 2024	Date: 12 April 2024	Date:	Date:

- GBJV has also indicated if disruption continues onsite without delivery of 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.
- A contract for the supply of steel to construct the southbound bridge has not yet been awarded. The commencement of works on reconfiguring the existing bridges to create the southbound bridge is planned for mid-2025.
- GBJV has been in contact with several prequalified Australian steel fabricators, including Belconnen Steel, Brezac Construction, HVAC Australia, Neumann Contractors, and Sun Engineering, for potential steel supply for the southbound bridge of the Centenary Bridge Upgrade project. These contractors are TMR prequalified fabricators as per *MRTS 78*.
- 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 like PMI International (PMI) during overseas manufacturing and fabrication process of the steel materials.
- The contractor's engagement of PMI for quality assurance will ensure steel material and fabrication aligns 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, weld inspection, and stakeholder consultation.

Minister's Comments

Noted/Not Noted

Minister's signature……

Date ……/……../……....

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

Departmental representatives
- 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/E ecutive Director (Program Management and Delivery)	Deputy Regional Director (Metropolitan)	General Manager (Program Delivery and Operations)	Deputy Director General (Infrastructure Management and Delivery)
Tel: [redacted]	Tel: [redacted]	Tel: [redacted]	Tel: [redacted]
Date: 23 April 2024	Date: 23 April 2024	Date: 23 April 2024 – Progressed 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.

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

Departmental representatives
- N/A

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- 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/E ecutive Director (Program Management and Delivery)	Deputy Regional Director (Metropolitan)	General Manager (Program Delivery and Operations)	Deputy Director General (Infrastructure Management and Delivery)
Tel: [redacted]	Tel: [redacted]	Tel: [redacted]	Tel: [redacted]
Date: 23 April 2024	Date: 23 April 2024	Date: 23 April 2024 – Progressed under A/ED endorsement	Date:

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- 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.

From: Deanne M Hawkswood[/O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=B73018F5978646BBA2A14534893B9295-DEANNE MARI]

Sent: Tue 30/04/2024 12:26:41 AM (UTC)

To: Sharon G Pollock[redacted]; Max R Broadhurst[redacted]; Gavin G Allen[redacted]

Cc: Kimberley M Keogh[redacted]; Melissa A Johansson[redacted]

Subject: RE: DBN20237 - URGENT DocTrak: You have a Ministerial and Parliamentary Support action request assigned to you. Document Subject : - Director-General meeting with Gary Georgiou, CEO, Georgiou on 3 May 2024

Thank you

Deanne Hawkswood
Chief Procurement Officer
Finance & Procurement Branch
Department of Transport and Main Roads

Mon & Tues - Floor 21 | 313 Adelaide Street | Brisbane Qld 4000
Wed & Thurs - Floor 12 | 61 Mary Street | Brisbane Qld 4000
[redacted]

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.

From: Sharon G Pollock[redacted]
Sent: Tuesday, April 30, 2024 10:21 AM
To: Deanne M Hawkswood[redacted] Max R Broadhurst[redacted] Gavin G Allen[redacted]>
Cc: Kimberley M Keogh[redacted]>; Melissa A Johansson[redacted]
Subject: RE: DBN20237 - URGENT DocTrak: You have a Ministerial and Parliamentary Support action request assigned to you. Document Subject : - Director-General meeting with Gary Georgiou, CEO, Georgiou on 3 May 2024

Hi Dee,
I just spoke to Louisa to get a steer on the Townsville Ring Road. She confirmed that Georgiou were on that project, and it just finished recently. Louisa is getting a contact for me to reach out to for advice on any union activity, however she wasn't aware of anything noteworthy. I will follow up with her contact as soon as she provides it. Georgiou are not involved with the Rocky Ring Road project/s.

I'll call Ryan and/or Colin for advice on Centenary and CC North.

As soon as @Gavin is available, we'll touch base.

Kind regards
Sharon

Sharon Pollock
Director (Program Management) | Chief Procurement Office
Finance & Procurement Branch | Corporate Division
Department of Transport and Main Roads

[redacted]



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.

From: Deanne M Hawkswood [redacted]
Sent: Tuesday, April 30, 2024 9:53 AM
To: Sharon G Pollock <[redacted]; Max R Broadhurst [redacted]; Gavin G Allen <[redacted]
Cc: Kimberley M Keogh <[redacted]>; Melissa A Johansson [redacted]>
Subject: FW: DBN20237 - URGENT DocTrak: You have a Ministerial and Parliamentary Support action request assigned to you. Document Subject : - Director-General meeting with Gary Georgiou, CEO, Georgiou on 3 May 2024

Hi Sharon and Max (and Gav)

FYA please noting urgency.

Sharon can you please connect with Ryan and Gavin on current state of union activity on Centenary and CC-North (I think they are the 2 current BPIC projects that Georgiou are delivering as part of a JV). I'm not aware of any union activity on Townsville Ring Road .. or do they mean Rocky Ring Road – check with Julia (I reckon it is RRR) and Ryan would have details.
Max and Mel – can you please prep the draft.

I'll be back in Adelaide st office before lunch (in a meeting at Mary Street).

Thank you all

Dee

Deanne Hawkswood
Chief Procurement Officer
Finance & Procurement Branch
Department of Transport and Main Roads

Mon & Tues - Floor 21 | 313 Adelaide Street | Brisbane Qld 4000
Wed & Thurs - Floor 12 | 61 Mary Street | Brisbane Qld 4000
[redacted]

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From: Julia X Huynh [redacted]
Sent: Tuesday, April 30, 2024 9:24 AM
To: Deanne M Hawkswood [redacted]
Cc: CTIP Communication <[redacted]; Kelly A Taylor <[redacted]
Subject: FW: DBN20237 - URGENT DocTrak: You have a Ministerial and Parliamentary Support action request assigned to you. Document Subject : - Director-General meeting with Gary Georgiou, CEO, Georgiou on 3 May 2024

Good morning Dee,

There's an urgent brief requested for a DG meeting with Georgiou Group, due this Thursday, 2 May 2024.

They are wishing to discuss recent issues with unions and current projects (including Centenary Upgrade and Townsville Ring Road).

Hoping you are able to provide some input, particularly around union activity by 4pm today please?

Kind regards,

Julia Huynh
A/Manager | Industry Relations | Program Management and Delivery
Program Delivery and Operations Branch | Infrastructure Management and Delivery Division
Department of Transport and Main Roads

[redacted]

From: Kelly A Taylor [redacted]
Sent: Monday, 29 April 2024 4:46 PM
To: Julia X Huynh [redacted]

Subject: Fwd: DBN20237 URGENT DocTrak: You have a Ministerial and Parliamentary Support action request assigned to you. Document Subject : - Director-General meeting with Gary Georgiou, CEO, Georgiou on 3 May 2024

Will need input from Dee on union activity please.

Kel

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From: QTMR Agent <[redacted]> on behalf of DocTrak <[redacted]>
Sent: Monday, April 29, 2024 4:34:41 PM
To: Graham J Hobbs <[redacted]; Julia X Huynh [redacted]; Kelly A Taylor [redacted]; Narelle E Spano [redacted]
Subject: DBN20237 - URGENT DocTrak: You have a Ministerial and Parliamentary Support action request assigned to you. Document Subject : - Director-General meeting with Gary Georgiou, CEO, Georgiou on 3 May 2024

Alexandra Z Duszko has assigned a Ministerial and Parliamentary Support action to you regarding the record reference: DBN20237.

Please action this request as the Tracking Officer requires the draft response by the due date of 2/05/2024.
Action Request for Doctrak.PDO.PMD.Contracts

. The department is committed to protecting the privacy of personal information held in this database. Any personal information collected from details provided in the attached correspondence must only be used for the preparation of a response to this request. The information must not be used for any other purpose or released to any other parties. The attached document(s) contain confidential and personal information and remains the property of the state or the minister. The unlawful use, access, disclosure or retention of information contained in the attached document(s) may constitute an offence under the Criminal Code, official misconduct under the Crime and Corruption Act 2001 and may also offend the Public Sector Ethics Act 1994 and may also breach the departmental privacy guidelines. The attached document(s) may also contain exempt information under the Right to Information Act 2009. While in your possession, please ensure that the information contained in the attached document(s) is protected by such security safeguards to prevent loss, unauthorised use, access, modification or disclosure. [This is a system generated email] .

From: Sharon G Pollock [redacted]
Sent: Wed 01/05/2024 8:41:32 PM (UTC)
To: Deanne M Hawkswood [redacted]
Subject: Fwd: Georgiou Group

Hi Dee
Ryan sent this information through.

Would you want to send this on to Julia in the email format or would you like me to add it to the Word document that was prepared?

Regards
S

Get Outlook for iOS

From: Ryan Murphy [redacted]
Sent: Thursday, May 2, 2024 6:11:53 AM
To: Sharon G Pollock [redacted]
Cc: BPIC <BPIC@tmr.qld.gov.au>; William E Staier [redacted]; Colin Mutambirwa [redacted]
Subject: Georgiou Group

Hi Sharon,

Apologies for the delay. Speaking point for meeting with Georgiou Group **(GG)**

Coomera Connector – JV between Acciona and GG – AGJV

- Project is well ahead of schedule
- Low level of disputes with the unions by focussing on a balance between AWU, CFMEU and non-union subcontractors
- On BPIC, they had a provisional sum for BPIC costs, however that has been completely drawn down and they are moving towards a new contract model.
- Coomera Connector was the first road project to implement Transport BPIC via an EBA. GCLR was done at a similar time.

Exit 41 -

- Practical completion has been achieved.
- Georgiou took a heavy loss. Commercial discussions are on going, Sally may wish to avoid discussion to avoid complicating Julie's team commercial process.
- Heavy union activity which meant GG had to refine their processes and approach for union engagement including on Centenary Bridge.

Centenary Bridge – JV with BMD

- Very topical at the moment with heavy and well publicised union activity.

- Lump sum/fixed price contract.
- Some misalignment between GG and BMD on approach to unions. GG has a preference to resolve quietly while BMD's is leaning towards a confrontational approach .

Non-TMR Projects

- Paradise Dam Improvement Project (PDIP) with a joint venture alliance with CPB.
    - Still in the design and planning phrase so industrial relations is not front of mind at the moment.
    - 2024 Transport BPIC will be applicable to that project.

Sean Donald is currently on the board of CCF in QLD and QMCA
Gary Georgiou is the ex-chair of QMCA.

Thanks

Ryan Murphy
Managing Director

[redacted]

Department of Transport and Main Roads
Urgent Meeting Brief
DBN20237

To: Director-General

SUBJECT: MEETING WITH GEORGIOU GROUP

DATE/TIME: Friday, 3 May 2024, at 10:30am

ATTENDEES:
- Mr Gary Georgiou, Chief Executive Officer, Georgiou Group

Departmental representatives
- Nil

Director-General's Comments:

Summary

- You are meeting with Mr Gary Georgiou, Chief Executive Officer, Georgiou Group at 10:30am on Friday, 3 May 2024.
- The primary purpose of the meeting is to discuss current issues with unions and progress on projects Georgiou Group is delivering for the Department of Transport and Main Roads (TMR).

Background

- The Georgiou Group are a national civil and building construction company with offices in Perth, Brisbane, the Gold Coast, Sydney and Darwin. In the civil sector, Georgiou provides contracting services in transport – road and rail, urban development, oil and gas, mining, defence and water.
- Georgiou Group is represented on the boards of the Civil Contractors Federation (CCF) in Queensland and the Queensland Major Contractors Association (QMCA) by their General Manager for Queensland, Sean Donald. Mr Gary Georgiou is a previous-chair of QMCA.
- Georgiou Group Pty Ltd is the entity that TMR engage under transport infrastructure contracts to deliver works under the Queensland Transport and Roads Investment Program. Georgiou Group Pty Ltd 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.

Action Officer:	**Endorsed by: GM**	**Endorsed by: DDG**
Paul Stenhouse	Ann-Maree Knox	Julie Mitchell
A/Executive Director (Program Management and Delivery)	General Manager (Program Delivery and Operations)	Deputy Director-General (Infrastructure Management and Delivery)
Tel: [redacted]	Tel: [redacted]	Tel: [redacted]
Date: [Approval date] 2024	Date: [Approval date] 2024	Date: [Approval date] 2024

Issues and Suggested Approach

Current industrial environment – recent updates to the Transport Best Practice Industry Conditions

- In March 2024, Executive Government approved an update to the Transport Best Practice Industry Conditions (BPIC). Key changes in the update included:
  - Addition of rail specific provisions to ensure appropriateness for the range of transport infrastructure we deliver. The Rail Addendum provides contractors with flexibility to safely manage inclement weather risks while optimising work within available windows. The aim is to minimise disruption without compromising worker safety.
  - A project specific BPIC addendum for the Logan to Gold Coast Faster Rail project (which is greater than $700m) providing wage rates and allowances comparable with Gold Coast Light Rail Stage 3.
  - Wage rates have been extended at a rate of 5% from 1 July 2024 through to 30 June 2028, in line with all government BPIC documents.
  - In recognition of the increasing cost of delivering infrastructure projects in the current environment, the Transport BPIC will now apply to projects up to a value of $890 million, up from $700 million. This ensures the Transport BPIC continues to capture the majority of TMR projects.
  - The Transport BPIC will now also be applied to civil water infrastructure projects delivered by the Department of Regional Development, Manufacturing and Water.
- Face to face briefings on the changes were held with relevant unions on Thursday, 28 March 2024.
- During these briefings, concerns were expressed by some unions around:
  - wage rates not reflecting the market
  - 'watering down' of key safety clauses (in particular less prescriptive approach to working in extreme heat) in rail addendum
  - continuation of guidance approach to implementation as opposed to mandatory
  - lack of union consultation on updates
  - no requirement for subcontractors to be prequalified
  - application of the BPIC to water civil projects.
- Industry representatives were briefed on the changes in a webinar held on 2 April 2024.
- Members of Georgiou were invited to the industry briefing. At this briefing, contractors were advised that an escalation of union activity may be likely as a result of the union updates.
- The updated Transport BPIC has been published on the TMR website.

Progress on projects and relevant Union activities

Georgiou Group Pty Ltd is currently engaged by TMR in the delivery of:

- Works funded through the Disaster Recovery Funding Arrangement for major and minor sites with Scenic Rim Regional Council, South Coast District:
  - Contract value of $30 million, up to 30 April 2024.
- Exit 41 Main Contract Works:
  - Contract value $71.1 million, up to 30 June 2024.
  - This contract value includes $19.5 million in paid variations and extensions of time.
  - Practical completion was delayed 73 calendar days and was achieved 16 June 2023. Delays in receiving key documents pertaining to issuing the certificate of practical completion saw the certificate issued 17 October 2023.
  - There are ongoing claims/disputes with this contract, with commercial discussions ongoing.

- Townsville Ring Road 5 (TRR5) Construction via a Joint Venture with Acciona Construction Australia Pty Ltd:
  - Contract value of $256.6 million, practical completion achieved 4 October 2023, Defects Liability period (24 months) up to 4 October 2025. Georgiou are continuing to perform works on the project, including outstanding works and stolen cable replacement.
  - At the Project Leadership Team (PLT) meeting on 18 April 2024 Georgiou raised concerns with the current financial outcome. The PLT have agreed to an initial increase to the Contract Adjusted Price of $1 million to support increases in costs associated with stolen cable and other issues with Georgiou continuing to look for further increases.
  - Georgiou is still currently engaged in a Best Practices Principles Audit by Queensland Government Procurement Compliance Branch for the TRR5 project. To date, TMR has had very limited input into this ongoing audit, however is not aware of any major concerns.
- Coomera Connector Early Works (Coomera River Bridge Design):
  - Contract value of $619 million, up to 31 December 2026.
  - Project is well ahead of schedule.
  - Coomera Connector was the first road project to implement Transport BPIC via an Enterprise Bargaining Agreement, with Gold Coast Light Rail done at a similar time.
  - Provisional budget for BPIC have since been drawn down for this project and a new contract model is being investigated.
  - Low level of disputes with the unions by focussing on a balance between AWU, CFMEU and non-union subcontractors
  - TMR's Union Site Visits Report captures 13 instances of union visits since July 2023, with:
    - Australian Workers Union (AWU) visiting 10 times, with the latest visit on 10 April 2024. All visits cited WHS Act and includes:
      - One instance of Entry to inspect employee records or information.
      - Seven instances of Entry to hold discussions with workers during break.
      - Two instances of Entry to inquire into suspected safety contraventions, with no major safety concerns noted on 31 October 2023, and additional signage concerns rectified immediately on 10 April 2024.
    - Construction, Forestry and Maritime Employees Union (CFMEU) visiting twice, with the latest visit on 10 April 2024:
      - One instance of Entry to inquire into suspected safety contraventions.
      - The latest visit on 10 April 2024 did not cite a reason.
    - WHS Queensland visiting once on 13 February 2024 resulting in an Improvement Notice (no. I2075648):
      - During an inspection of traffic control devices (Hope Island Road) used to protect pedestrians from live traffic and coming into a construction zone, it was noted that public were not adequately directed to a safe route.
      - The principal contractor for a construction project must under part 3.1 manage risks to health and safety associated with traffic in the vicinity of the workplace that may be affected by construction work carried out in connection with the construction project, to prevent the risk of being struck by live traffic.
      - Improvement Notice was closed out on 15 February 2024.
- Centenary Bridge Upgrade (CBU) via a Joint Venture with BMD Constructions Pty Limited:
  - Contract value of $213.5 million, expiring December 2027.

- Contract was awarded as a lump sum/ fixed price contract.
- Under their Key Result Area (KRA) reporting obligations, the Contractor reports on some union activity measures, including Right of Entry (ROE).
- The following outlines the reported union activity on the CBU project as at the end of February 2024:

Period	Number of ROEs: Industrial Relations	Number of ROEs: Safety	Number of times ROE exercised: Industrial Relations	Number of times ROE exercised: Safety
Current period	0	9	0	1
Project to date	7	14	3	4

  - The nine safety ROEs in the current reporting period (1-28 February 2024) were carried out between 20 February and 28 February 2024.
  - There have also been instances of union representatives unofficially engaging with workers from the adjacent footpaths. These types of engagements have not been officially reported through the KRA reporting.
  - Since February 2024, the project noted increased scrutiny from the CFMEU and more recently, questions from union members about the use of imported steel for temporary works on the project, including the blockading of the delivery of steel on site.
  - CFMEU raised concerns about the compliance of steel on-site and requested documentation related to steel work done outside Australia, including material quality and standards. The contractor has advised TMR that they have information on the steel material and are examining the legal issues in supplying the technical information to CFMEU.
  - Steel to be used for all permanent structures, including the new northbound bridge, will be sourced through TMR registered suppliers and comply with TMR's strict technical requirements.
  - The contractor has engaged Industrial 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.
  - There has been differing approaches between Georgiou Group and BMD Constructions in handling union activities, with Georgiou preferring to resolve quietly while BMD is leaning towards a more confrontational approach.

- Contractor performance has generally been acceptable, however significant delays of up to six months has been noted in receiving monthly contractor performance reports. TMR maintains a good working relationship with Georgiou Group Pty Ltd.

Financial Implications

- There are no financial implications.

Consultation with Stakeholders

- Advice from Collaborative Transport Infrastructure Program (CTIP).
- Advice from "Union Site Visit Reports" via Office of General Manager, Program Delivery and Operations

Employment

- There are no employment impacts associated with this matter.

Media

- There has been various union related media coverage to this matter, including:
  - Centenary Bridge:
    - Traffic jam as union protest on 'Chinese' steel hits Brisbane bridge works - 13 March 2024
    - Police called to ‘keep the peace’ in CFMEU showdown - 29 April 2024
  - Coomera Connector:
    - CFMEU official threatened to 'start swinging my bat': watchdog – 7 April 2022

Election Commitments

- This matter does not relate to an election commitment.

Government Objectives

- This matter relates to a government objectives:
  - Supporting jobs: Good, secure jobs in more industries to diversify the Queensland economy and build on existing strengths in agriculture, resources and tourism.
  - Connecting Queensland: Drive the economic benefits, improve social outcomes and create greater social inclusion through digital technology and services.
  - Building Queensland: Drive investment in the infrastructure that supports the State’s economy and jobs, builds resilience and underpins future prosperity.

From: Julie Mitchell[/O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=6EA0B31D58DC40CBBEDA15D407BAA61E-JULIANNE M]

Sent: Tue 14/05/2024 7:42:30 AM (UTC)

To: Nicole Z Davis [redacted]

Cc: James X Murphy [redacted]

Subject: RE: Urgent - HIB – Centenary Bridge Upgrade / CFMEU

approved

Julie Mitchell PSM
BEng RPEQ MIEAust CPEng
MBA MEM GAICD
Deputy Director-General
Infrastructure Management & Delivery | Department of Transport and Main Roads
[redacted]

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From: Nicole Z Davis [redacted]
Sent: Tuesday, May 14, 2024 5:35 PM
To: Julie Mitchell [redacted]
Cc: James X Murphy [redacted]
Subject: Urgent - HIB – Centenary Bridge Upgrade / CFMEU

Hi Julie,

Please find below a HIB for your approval

Many thanks

Nic

HIB – Centenary Bridge Upgrade / CFMEU

Date 14/05/2024

Media Response

- TMR is aware that the CFMEU visited the Centenary Bridge Upgrade site today.
- Industrial relations management is a matter for the contractor on site.
- The project is programmed to continue.

Social Media Response (if required)

- N/A

Background

- On 14 May 2024, CFMEU representatives attended the Centenary Bridge Upgrade project site.
- Only two representatives were able to present generic Right of Entry documentation, with most union members unable to present valid permits. The union members formed a blockade on the main site entrance, preventing concrete deliveries and causing disruption to work on site, prompting the contractor to cease day works for safety reasons.
- Initially only about 15 CFMEU protesters arrive, however this number grew to about 50 CFMEU workers surrounded the Jindalee site in the afternoon.
- Works on the project have not been suspended indefinitely.
- No physical altercation has been reported to TMR.
- QPS was called by the contractor and attended the site, but no action against the union presence was taken as they are in the public space.
- There have been numerous other site visits by the CFMEU.

Nic Davis
Executive Director, Strategic Communication Unit
Governance Branch | Corporate Division | Department of Transport and Main Roads

I work flexibly at TMR. I'm 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.

[redacted]



The Department of Transport and Main Roads acknowledges the Traditional Owners and Custodians of this la

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.

Sent: Tue 14/05/2024 11:36:11 PM (UTC)

To: Deanne M Hawkswood[redacted]; Sally Z Stannard[redacted]]

Cc: David H Jackson[redacted]

Subject: summary chat w Brett Centenary

He was upset that the first he saw was a media enquiry.
I undertook to send him updates at the same time I send to sally. (J plse ensure I get these promptly)
He has asked we keep DPC up to date as well (any ideas for the best path this)
He is worried CFMEU will claim they were assaulted and become sympathetic tothe other unions
He wants to know whats occurring as its occurring so he can let the Ministers offices know.
MB has each on the Minister Mobile phone numbers and needs o be in there first

I explained that

1. Initially claims were about temp steel we have a summary re the steel and are absorbing this (any update)
2. We have had uncontrolled access for safety visits and this was causing safety issues on site
3. We have established fences and gates and engages IR experts to ensure legitimate safety access is permitted
4. Were there is a disagreement – WHS is called and they adjudicate on the legitimacy of the permits etc
5. WHS is of the view that provided access in in accordance with permits and the law access should be facilitated (we agree)
6. Where it is not in accordance with the law then this is trespassing and officials and members have no place on the projects
7. Police are called when the issues escalate.
8. They keep the gate area clear so that traffic can move around the site
9. Some onsite activities have been effected due to this activity
10. WHS and us encourage contractors to gather evidence if there is illegal behaviour

He would like all this in an advice note by first thing tomorrow morning

Dee can we ask Rayn to plse review the CFMEU EBAs in Victoria and NSW to see if its the same as whet they are demanding here for the civil space (he said CFMEU do the civil space there)

Julie Mitchell PSM
BEng RPEQ MIEAust CPEng
MBA MEM GAICD
Deputy Director General
Infrastructure Management & Delivery | Department of Transport and Main Roads
---
[redacted]

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From: Julie Mitchell[/O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=6EA0B31D58DC40CBBEDA15D407BAA61E-JULIANNE M]

Sent: Tue 14/05/2024 11:43:16 PM (UTC)

To: Sally Z Stannard [redacted]

Subject: FW: summary chat w Centenary

He also wanted to say in the advice note that you met with the FWO – so Ill have a go at that
IE gather evidence and they will assist

Julie Mitchell PSM
BEng RPEQ MIEAust CPEng
MBA MEM GAICD
Deputy Director-General
Infrastructure Management & Delivery | Department of Transport and Main Roads
[redacted]

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From: Julie Mitchell
Sent: Wednesday, May 15, 2024 9:36 AM
To: Deanne M Hawkswood [redacted] Sally Z Stannard <[redacted]>; John Ryan [redacted]
Cc: Mandy L Bird <[redacted]>; Melanie C Dei Rossi [redacted]; Ann-Maree Knox [redacted]
Subject: summary chat w Centenary

He was upset that the first he saw was a media enquiry.
I undertook to send him updates at the same time I send to sally. (J plse ensure I get these promptly)
He has asked we keep DPC up to date as well (any ideas for the best path this Sally?) I could text Tam at same time (or do u want to do it?)

He wants me to come to DG/Min catch up next Monday and brief the Minister (Mandy)
He is worried union will claim they were assaulted and become sympathetic to the other unions (This stresses the need for CCTV Jack- need to chat re this)
He wants to know whats occurring as its occurring so he can let the Ministers offices know.
People have Minister Mobile phone numbers and needs o be in there first

I explained that

1. Initially claims were about temp steel we have a summary re the steel and are absorbing this (any update)
2. We have had uncontrolled access for safety visits and this was causing safety issues on site
3. We have established fences and gates and security and engaged IR experts to ensure legitimate safety access is permitted.
4. Were there is a disagreement – WHS is called, and they adjudicate on the legitimacy of the permits etc
5. WHS is of the view that provided access in in accordance with permits and the law access should be facilitated (we agree)
6. Where it is not in accordance with the law then this is trespassing, and officials and members have no place on the projects. And that police should be called
7. WHS reiterated that any violent and threatening behaviours on site is the realm of the police.
8. Police have been called when the issues escalate. (what is the criteria)
9. Police keep the gate area clear so that traffic can move around the site
10. Consequently, some onsite activities have been affected due to this activity (please elaborate – concrete pour yesterday, stell delivery – threat re cranes) IE police not scuring/ facilitating site access
11. WHS and us encourage contractors to gather evidence if there is illegal behaviour.
12. Explain difference in BMD and Georgious views on CFMEU (IE don't respect coverage and so on vs be nice and assume they are reasonable)

He would like all this in an advice note by first thing tomorrow morning. (Jack are you able to do this as above 1-11

Dee can we ask Rayn to plse review the CFMEU EBAs in Victoria and NSW to see if its the same as what they are demanding here for the civil space (he said CFMEU do the civil space there) there are 2 issues $ and clauses.

Julie Mitchell PSM
BEng RPEQ MIEAust CPEng
MBA MEM GAICD
Deputy Director-General
Infrastructure Management & Delivery | Department of Transport and Main Roads
---
[redacted]gov.au
www.tmr.qld.gov.au
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Advice for Minister for Transport and Main Roads and Minister for Digital Services

Subject: Centenary Site Progress

Document ID:	DLO7437

- 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:	**Endorsed by GM**	**Endorsed by DDG**	**Endorsed by DG**
Melanie dei Rossi	Ann-Maree Knox	Julie Mitchell	Sally Stannard
Regional Director (Metropolitan)	General Manager (Program Delivery and Operations)	Deputy Director-General (Infrastructure Management and Delivery)	A/Director-General
Tel: [redacted]	Tel: [redacted]	Tel: [redacted]	Tel: [redacted]
Date: 15 May 2024	Date:	Date:	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.

From: Adriana M Chilnicean[/O=EXCHANGELABS/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=310D46C371CF4A728A4D5914E7155418-ADRIANA M C]

Sent: Wed 22/05/2024 6:19:07 AM (UTC)

To: Adriana M Chilnicean[redacted]]

Subject: FW: Case study: Centenary Bridge Upgrade project – Union representative entry to site

Attachment: right-of-entry-fact-sheet.pdf

Kind regards

Adriana Chilnicean
A/Manager, Office of the Deputy Director-General
Infrastructure Management and Delivery Division
Department of Transport and Main Roads

[redacted]

From: John Ryan <[redacted]
Sent: Tuesday, April 30, 2024 11:32 PM
To: Julie Mitchell <[redacted]>
Cc: Melanie C Dei Rossi <[redacted]>; Francisca P Knight [redacted]; Imran Z Qaiser [redacted]
Subject: Case study: Centenary Bridge Upgrade project – Union representative entry to site

Julie,

As discussed, please see below a short case study for Centenary Bridge Upgrade project and Union representative entry to site. The following is rework of already provided information and information available to the public.

INTRODUCTION

The entry of unions onto construction sites, particularly during pivotal projects such as the Centenary Bridge Upgrade, raises critical considerations for both employers and union officials. In the complex landscape of workplace regulations, understanding the parameters of union entry rights is paramount. The Fair Work Act delineates the framework within which union officials may enter workplaces to investigate suspected contraventions or engage in discussions with employees. Concurrently, state and territory work health and safety (WHS) laws interplay with these rights, shaping the dynamics of entry permits and procedural requirements. This small-scale case study delves into the intricacies of union entry onto the Centenary Bridge Upgrade construction site on 29

April 2024, shedding light on the practical application of right of entry provisions. As the construction industry serves as a crucible where labour rights intersect with project imperatives, understanding the nuances of union entry becomes imperative. Through this case study, TMR stakeholders may gain an understanding of the rights, responsibilities, and potential challenges associated with union presence on construction sites, thereby helping informed decision-making.

THE RIGHTS OF ENTRY

Union officials can enter premises under certain Commonwealth, State, or Territory workplace health and safety (WHS) laws. To do so, they must hold a current entry permit issued under the Fair Work Act, possess a valid WHS entry permit, and provide the contractor/employer with a lawful WHS entry notice. However, if they are assisting a WHS representative exercising specific rights under WHS laws, they are not required to hold an entry permit. Work health and safety entry permit holders are union officials who have completed an approved training course and hold a valid entry permit under the Fair Work Act 2009 (Cth) or Industrial Relations Act 2016, as well as the Work Health and Safety Act 2011(WHS Act Qld). A WHS entry permit holder can enter a workplace to investigate suspected WHS violations under the WHS Act or the Electrical Safety Act 2002, inspect employee records, or advise workers on WHS matters. However, entry is permitted only if the suspected violation concerns a relevant worker.

A WHS entry permit holder must notify the Person Conducting a Business or Undertaking (PCBU) and the person in charge of the workplace about their entry and the suspected contravention as soon as practicable after entering, unless such notice would compromise the purpose of the entry or unreasonably delay in urgent cases. Under Work Health and Safety Act 2011 Qld section 117, a WHS entry permit holder is empowered to inspect and consult with relevant workers and the PCBU regarding the suspected contravention, request to view and make copies of records or documents directly relevant to the suspected contravention, and warn individuals believed to be exposed to serious health or safety risks. According to section 120 of the WHS Act, a WHS entry permit holder is authorised to inspect or copy employee records and inspect or copy other documents directly relevant to the suspected contravention. Under section 121 of the WHS Act, a WHS entry permit holder is permitted to consult and provide advice on WHS matters to relevant workers participating in discussions and warn individuals believed to be exposed to serious health or safety risks.

THE EVENTS OF 29 APRIL 2024

On the morning 29 April 2024 at the Centenary Bridge Upgrade Project, approximately twenty CFMEU members entered the site, with eight of them lacking the required entry permits. Their entry times ranged from 6:35am to 8:30am. Despite attempts to request permits, the sheer number of CFMEU organisers and their dispersed locations made it impossible for the contractor to process the entry paperwork. Although GBJV had secured the perimeter of the site, CFMEU organisers entered the site through various means such as unmanned pedestrian gates and by jumping or dismantling fences.

Once inside, CFMEU representatives did not sign the site visitor's register. The representatives congregated at specific areas that prevented works from occurring in a safe manner, such as the 320T crane and the precast yard. Concerned about the situation, GBJV called the Queensland Police Services (QPS), who arrived between 7:40am and 8am, with three and four officers respectively. The police responded to the stand-off between CFMEU representatives and site's security guards. The incident involved alleged trespassing by union representatives onto the site. Despite their presence, the QPS stated they could not remove the CFMEU organisers without written documentation from Workplace Health and Safety Queensland stating their unlawful presence.

GBJV's Industrial Relations Representative primarily liaised with CFMEU representative and others regarding the situation. During this time, ten section 117 notices were issued by the CFMEU representatives, highlighting general safety concerns like unsafe work practices and edge protection, without specifying particular work areas (as required). By 9:30 am, GBJV deemed the site unsafe due to the number of CFMEU organisers dismantling fences and entering unlawfully, leading to the decision to shut down the site for the rest of the day. All CFMEU organisers and QPS left the site by 10am without requesting any paperwork for future activities. In addition to the CFMEU presence, representatives from channels 7 and 10 were at the site, but there was no engagement from GBJV or its subcontractor staff with the media. No interaction occurred between CFMEU representatives and staff from Department of Transport and Main Roads.

ADDITIONAL OBSERVATIONS

The CFMEU have made numerous site visits to the Centenary Bridge Upgrade project, some of which have been by permits and some of which have failed to meet the minimum requirements for legal entry onto the site. On all occasions the CFMEU defended their actions, including those of 29 April 2024, under state's work health and safety laws, claiming they were present for safety discussions. The safety claims by the CFMEU had previously seen them accuse GBJV of using "cheap and dangerous" Chinese steel, violating local procurement rules. Following these accusations, the front gate of the project site was picketed for several weeks prior to Easter 2024. Additionally, CFMEU delegates consistently express their disapproval of AWU and BPIC agreements in which they are not involved. This sentiment was evident during an incident on 23 February 2024, at Centenary Bridge Upgrade project, when AWU delegates were leaving the site following a meeting with the contractor, when about ten individuals wearing CFMEU insignia surrounded the AWU vehicles. The situation turned violent, with the vehicles being assaulted, adorned with CFMEU stickers, and the vehicle occupants subjected to verbal abuse. Since this incident, neither AWU delegate has returned to the site.

RECOMMENDATIONS

The contractor will implement extra preventive measures for the project. Security personnel will man all site gates from 5am onwards, ensuring they remain locked. Every project staff member will receive a photo induction card. The site fences will be reinforced and equipped with additional locks to deter tampering. Security guards will exclusively handle gate openings, maintaining constant vigilance. Furthermore, more security guards have been deployed, and extra fencing has been installed to enhance access restriction. Additional CCTV cameras are now in place across the site. Gate access is being reconsidered with the introduction of a swipe card system. Plans are in place for Queensland Police Service (QPS) intervention in case of escalating tensions with union representatives reoccur.

DISCUSSION

The discussion surrounding the Centenary Bridge Upgrade project's union entry highlights several key points. Firstly, the rights of entry for union officials, as outlined by Commonwealth and State workplace health and safety laws, play a crucial role in regulating their presence on construction sites. Understanding the requirements for entry permits and notices is essential for both contractors and union representatives. The events of 29 April 2024 illustrate challenges faced by GBJV regarding CFMEU member's entry onto the site. Despite attempts to comply with permit requests, the sheer number of union representatives and their dispersed locations posed logistical difficulties. The unauthorised entry of CFMEU representatives through various means further complicated the situation, leading to safety concerns and a site shutdown. Additionally, the CFMEU's defence of their

actions under state work health and safety laws highlights a contentious issue regarding their presence for safety discussions versus unauthorised entry. Past incidents, such as the violent confrontation with AWU delegates, underscore the volatile nature of tensions between unions and the potential for escalation.

To address these challenges, recommendations for enhanced security measures have been proposed. Increased personnel, reinforced fences, and CCTV surveillance aim to mitigate future incidents and ensure the safety of all stakeholders. Implementation of a swipe card system for gate access and plans for police intervention during tense situations demonstrate proactive measures to address potential conflicts. In summary, effective management of union entry rights is crucial for maintaining a safe and productive work environment on construction sites. By understanding and adhering to regulatory requirements, implementing robust security measures, contractors can navigate union interactions while safeguarding project progress and personnel safety.

Regards,

Jack Ryan
Deputy Regional Director (Metropolitan)
Program Delivery and Operations Branch, Infrastructure Management & Delivery Division
Department of Transport and Main Roads

[redacted]

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.

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. . .

TMR DLO

From: Seona Keane [redacted]
Sent: Thursday, 30
To: Mandy L Bird
Cc: TMR DLO
Subject: DLO7469 RE: Materials Request

Categories: Mel

HI Team,

Slight adjustment.

So reps will need to be from CRR and TMR.

I've received information that the topics will be Centenary Bridge, TMR Labour Hire and CRR.

I hope this helps and thanks for your patience.

Warmest Regards

Seona Keane
Executive Assistant to the The Hon Bart Mellish MP and Office Manager
Office of the Hon. Bart Mellish MP
Minister for Transport and Main Roads and Minister for Digital Services

[redacted]

Queensland Government

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From: Mandy L Bird <[redacted]
Sent: Thursday, 30 May 2024 2:31 PM
To: Seona Keane [redacted]>
Cc: TMR DLO [redacted]
Subject: FW: Materials Request

Hi Seona, could we get more detail to ensure we get the right rep there please

From: Seona Keane [redacted]
Sent: Thursday, May 30, 2024 2:02 PM

To: TMR DLO <[redacted]
Cc: Mandy L Bird [redacted]
Subject: Materials Request

Hi Team,

Meeting with	CFMEU | Michael Ravbar
Date/time	Thursday 6 June 2024 pm 10:00am
Location	Minister's Boardroom
Details and topics (inwards if available please)	Update background briefs CRR/QR etc
Advisor/s	Brett
Materials required	Meeting Brief
No. of copies required	2
Due date to Min Office	Day Prior
TMR rep/s required	Yes but only for pre brief not meeting

Seona Keane
Executive Assistant to the The Hon Bart Mellish MP and Office Manager
Office of the Hon. Bart Mellish MP
Minister for Transport and Main Roads and Minister for Digital Services

[redacted]

Queensland Government

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From: Sally Z Stannard[redacted]]
Sent: Fri 31/05/2024 8:03:23 AM (UTC)
To: Mandy L Bird[redacted]
Subject: Re: MIN/CFMEU 6/6

Julie and Sally.
Julie may wish to add Dean Helm

Kind regards
Sally Stannard
Director-General
Department of Transport and Main Roads

[redacted]

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From: Mandy L Bird [redacted]
Sent: Friday, May 31, 2024 9:21:44 AM
To: Sally Z Stannard [redacted]
Subject: MIN/CFMEU 6/6

TMR and CRR are invited to the prebrief only

Topics will be Centenary Bridge, TMR Labour Hire and CRR.

Who do you want to attend for TMR?

From: Mandy L Bird <[redacted]
Sent: Thursday, 30 May 2024 2:31 PM
To: Seona Keane <[redacted]
Cc: TMR DLO <[redacted]
Subject: FW: Materials Request

Hi Seona, could we get more detail to ensure we get the right rep there please

From: Seona Keane [redacted]
Sent: Thursday, May 30, 2024 2:02 PM
To: TMR DLO <[redacted]
Cc: Mandy L Bird [redacted]
Subject: Materials Request

Hi Team,

Meeting with	CFMEU | Michael Ravbar
Date/time	Thursday 6 June 2024 pm 10:00am
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Details and topics (inwards if available please)	Update background briefs CRR/QR etc
Advisor/s	Brett
Materials required	Meeting Brief
No. of copies required	2
Due date to Min Office	Day Prior
TMR rep/s required	Yes but only for pre brief not meeting

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

- 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.

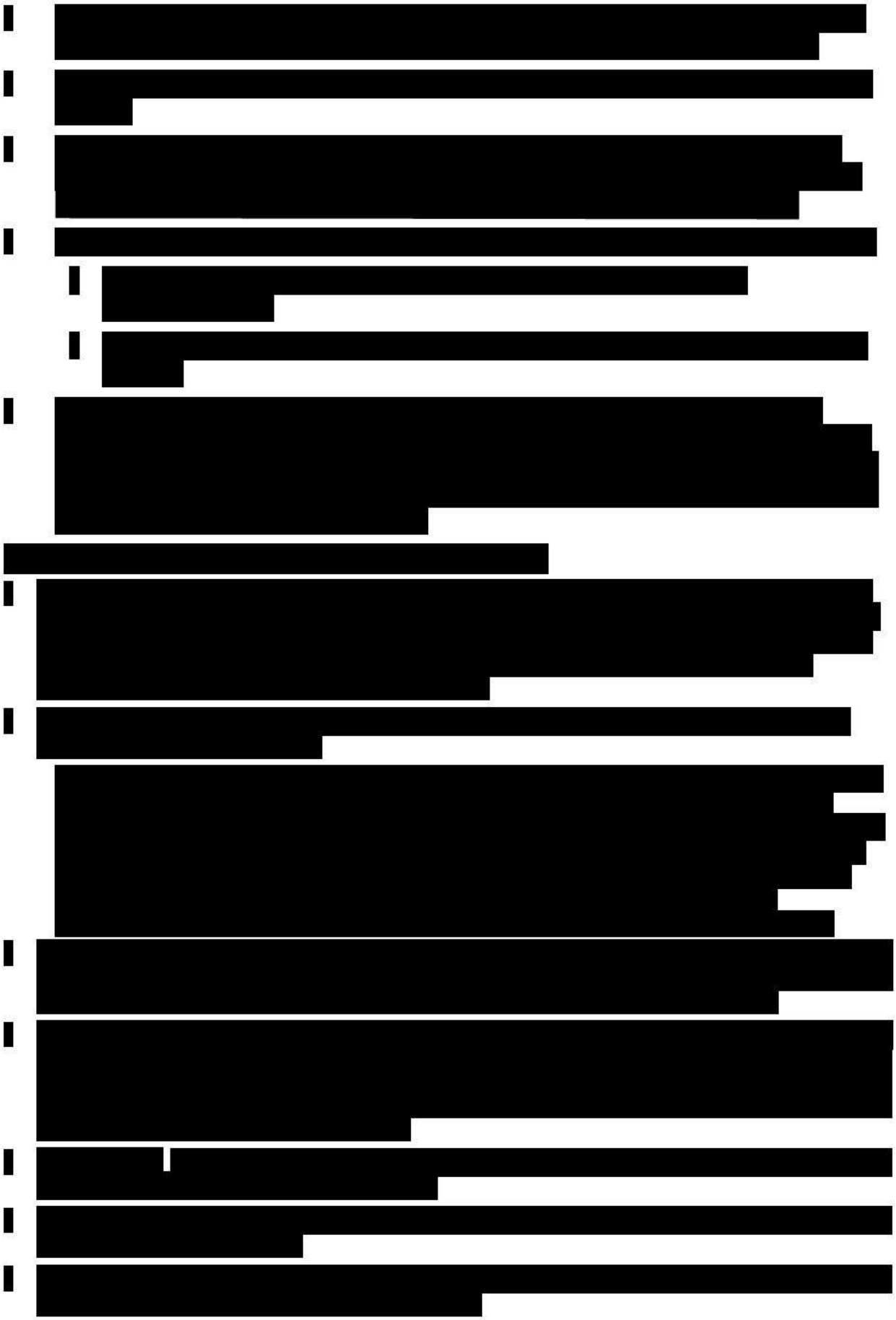
Action Officer/Approved by:	Endorsed by GM	Endorsed by CPO	Endorsed by DDG	Endorsed by DG
John Ryan	Ann-Maree Knox	Deanne Hawkswood	Julie Mitchell	Sally Stannard
Deputy Regional Director (Metropolitan)	General Manager (Program Delivery and Operations)	Chief Procurement Officer	Deputy Director-General (Infrastructure Management and Delivery)	Director-General
Tel [redacted]	Tel [redacted]	Tel [redacted]	Tel [redacted]	Tel [redacted]
Date: 3 June 2024	Date: 4 June 2024	Date: 4 June 2024	Date:	Date:

- In mid-May, an Injunction Order was applied to the CFMEU 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.

[redacted]



From:	Shane S Millerd[redacted]
Sent:	Mon 24/06/2024 5:45:18 AM (UTC)
To:	Max R Broadhurst[redacted]
Cc:	Christopher G Horn[redacted]; Ken T Phan[redacted]
Subject:	CBUP Update - Envelope 3 approach.
Attachment:	CLT Meeting Minutes #9 011223_Redacted.pdf
Attachment:	CLT Meeting Minutes #10 010224_Redacted.pdf
Attachment:	Subcontractor uplift.zip

Hi Max,

Just wanted to update and bring to your attention the below feedback related to CBUP approach in administering 'Envelope 3'.

CBUP changed approach to envelope 3:

- Formal changes to envelope 3 payments:
  - 10/05/2024 CBUP confirmed the amendment of envelope 3 provisional sums to provisional quantities in accordance with MRS01 Cl.2.1.7 and Appendix B (Commercial Framework) Cl.1.2(b) and 3.2(a). That is.
  - Provisional Quantity (suffix P) (MRS01) captured under the Schedule of Rates (Cl.1.2(b)), ascertained by multiplying the measured quantity by the rate included in the Schedule of Rates (clause 3.2(a)).
    - To summaries the project is paying on actual hours X flat rate "indicative" value submitted in envelope 3 (note this rate was prior to Project Greenfield EBA being formalised).
- The approach was supported through a meeting between DTMR/GBJV and minuted in CLT minutes (attached) on 1/02/2024 (summarised below):
  - CLT meeting #9, 1/12/2023:
    - Minuted that a meeting we be held with John Ryan (JR) , Deanne Hawkswood (DH), Sean Donald (SD), and "BF" – *note Project advised BF is likely a typo and should be Ben Swan "BS".*
  - Meeting between TMR and GBJV (as minuted in CLT #9)
    - no minutes, confirmation of attendees or date provided.
  - CLT meeting #10, 1/02/2024:
    - Minuted *"JR , DH are not opposed to provisional quantity".*
    - **Note both JR and DH were not in attendance for CLT #10.**

Note some areas of concern with this approach:

- This approach is inconsistent with other projects
- Limits of accuracy apply for the quantities of plus 50% minus 50%

- That is, if the project exceeds +50% they have the opportunity to renegotiate their rate.

- Its appears that the actual cost incurred by GBJV in implementing BPIC is higher than actual costs being paid by the project.
  - that is, appears GBJV are absorbing the increase cost of BPIC.
  - which is highlighted through subcontractor breakdown and 'delta' confirmation provided by CBUP (attached zip folder for reference)

Please let me know if you like to discuss or need any further information.
Thanks.

Kind Regards,

Shane Millerd
Principal Advisor | Performance and Assurance (Office of the Deputy Director General)
Infrastructure Management & Delivery Division
Department of Transport and Main Roads
[redacted]



From: Shane S Millerd
Sent: Tuesday, June 11, 2024 2:03 PM
To: Ken T Phan <[redacted]
Subject: CBUP feedback / draft

Ken for discussion.

FYI draft below – let me know if you like to add anything/thing should be detailed further.
Originally this was going to be drafted for Damitha, but looks like it will now need to be modified for Max.

Please see feedback and correspondence re. KRAMP, KRAARP and Envelope 3 feedback.

Project update and approach to envelope 3 (Noting email from CBUP 10/05/2024 re. change to contract payments under envelope 3 (Provisional Quantity – actual hours x $ amount 'quoted' in Envelope 3).

- It appears that the BPIC comparison provided by CBUP confirms the 'delta' between EBA vs TBPIC for subcontractors:

- However, based on the CBUP/GBJV approach TMR are paying the 'quoted' envelope 3 amount.
- This appears to be the opposite intent of TBPIC, where TMR should be paying for the increase of payments. Not a 'win'/'lose' on the rates 'quoted' in envelope 3. Additionally, in the KRAARP its notes under section 8.2 - *To calculate a nominal BPIC uplift cost, including the Contractor overhead and profit, to demonstrate that the rates being utilised in Envelope 3 would not disadvantage the Client.*
- Furthermore, as the 'delta' has now been confirmed through this process and depicts the project underpaying GBJV and subcontractors – resulting in contractors potentially absorbing costs.

- How does the project intend to manage the limits of accuracy for the quantities (plus 50% minus 50%) – The KRAARP is light on details with this regard where GBJV is technically entitled to this increase should they exceed or not meet their targets.
- Are these provisional quantities in the schedule of rates?
  - Is R&F + Mark up being applied to these costs?
- Can the project provide the CLT minutes/correspondence to confirm the provisional quantity approach.

Note the previous advice provided to the project provided on 19/12/2023.

Kind Regards,

Shane Millerd
Principal Advisor | Performance and Assurance (Office of the Deputy Director General)
Infrastructure Management & Delivery Division
Department of Transport and Main Roads

[redacted]

Mon ✓ Tue ✓ Wed ✓ Thu Fri

Department of Transport and Main Roads
Urgent Meeting Brief
DBN20237

To: Director-General

SUBJECT: MEETING WITH GEORGIOU GROUP AND BMD GROUP

DATE/TIME: Tuesday, 9 July 2024, at 1:00pm

ATTENDEES:
- Mr Gary Georgiou, Chief Executive Officer, Georgiou Group
- Mr Scott Power, Group Executive Director and Chief Executive Officer, BMD Group

Departmental representatives
- Ms Julie Mitchell, Deputy Director-General, Infrastructure Management & Delivery

Director-General's Comments:

Summary

- You are meeting with Mr Gary Georgiou, Chief Executive Officer, Georgiou Group, and Mr Scott Power, Group Executive Director and Chief Executive Officer, BMD Group at 1:00pm on Tuesday, 9 July 2024.
- You have previously met with Mr Georgiou, Georgiou Group, at 10:30am on Friday, 3 May 2024.
- You have previously met with Mr Power, BMD Group, at 8:30am on Wednesday, 24 April 2024.
- Georgiou and BMD are currently delivering the Centenary Bridge Upgrade (CBU) via a Joint Venture.
- This meeting has been instigated from your previous meeting with Georgiou Group on current issues with unions and progress on projects Georgiou Group is delivering for the Department of Transport and Main Roads (TMR).

Background

Georgiou BMD Joint Venture

Action Officer:	Endorsed by: GM	Endorsed by: DDG
Paul Stenhouse	Ann-Maree Knox	Julie Mitchell
A/Executive Director (Program Management and Delivery)	General Manager (Program Delivery and Operations)	Deputy Director-General (Infrastructure Management and Delivery)
Tel: [redacted]	Tel: [redacted]	Tel: [redacted]
Date: [Approval date] 2024	Date: [Approval date] 2024	Date: [Approval date] 2024

- BMD Constructions Pty Limited & Georgiou Group Pty Ltd is the entity that TMR engage under transport infrastructure contracts to deliver works under the Queensland Transport and Roads Investment Program. BMD Constructions Pty Limited & Georgiou Group Pty Ltd, trading as Georgiou BMD Joint Venture, 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, with prequalification expiration of 31 March 2026.
- For additional background information on the individual entities Georgiou Group Pty Ltd, and BMD Constructions Pty Limited, please refer to Attachment 1 – Georgiou and BMD.

Issues and Suggested Approach

Current industrial environment – recent updates to the Transport Best Practice Industry Conditions

- In March 2024, Executive Government approved an update to the Transport Best Practice Industry Conditions (BPIC). Key changes in the update included:
  - Addition of rail specific provisions to ensure appropriateness for the range of transport infrastructure we deliver. The Rail Addendum provides contractors with flexibility to safely manage inclement weather risks while optimising work within available windows. The aim is to minimise disruption without compromising worker safety.
  - A project specific BPIC addendum for the Logan to Gold Coast Faster Rail project (which is greater than $700m) providing wage rates and allowances comparable with Gold Coast Light Rail Stage 3.
  - Wage rates have been extended at a rate of 5% from 1 July 2024 through to 30 June 2028, in line with all government BPIC documents.
  - In recognition of the increasing cost of delivering infrastructure projects in the current environment, the Transport BPIC will now apply to projects up to a value of $890 million, up from $700 million. This ensures the Transport BPIC continues to capture the majority of TMR projects.
  - The Transport BPIC will now also be applied to civil water infrastructure projects delivered by the Department of Regional Development, Manufacturing and Water.
- Face to face briefings on the changes were held with relevant unions on Thursday, 28 March 2024.
- During these briefings, concerns were expressed by some unions around:
  - wage rates not reflecting the market
  - ‘watering down’ of key safety clauses (in particular less prescriptive approach to working in extreme heat) in rail addendum
  - continuation of guidance approach to implementation as opposed to mandatory
  - lack of union consultation on updates
  - no requirement for subcontractors to be prequalified
  - application of the BPIC to water civil projects.
- Industry representatives were briefed on the changes in a webinar held on 2 April 2024.
- Members of Georgiou were invited to the industry briefing. At this briefing, contractors were advised that an escalation of union activity may be likely as a result of the union updates.
- The updated Transport BPIC has been published on the TMR website.

Progress on projects and relevant Union activities

- Centenary Bridge Upgrade (CBU) via a Joint Venture with BMD Constructions Pty Limited:
  - Contract value of $213.5 million, expiring December 2027.
  - Contract was awarded as a lump sum/ fixed price contract.

- Under their Key Result Area (KRA) reporting obligations, the Contractor reports on some union activity measures, including Right of Entry (ROE).
- The following outlines the reported union activity on the CBU project as at the end of February 2024:

Period	Number of ROEs: Industrial Relations	Number of ROEs: Safety	Number of times ROE exercised: Industrial Relations	Number of times ROE exercised: Safety
Current period	0	9	0	1
Project to date	7	14	3	4

  - The nine safety ROEs in the current reporting period (1-28 February 2024) were carried out between 20 February and 28 February 2024.
  - There have also been instances of union representatives unofficially engaging with workers from the adjacent footpaths. These types of engagements have not been officially reported through the KRA reporting.
  - Since February 2024, the project noted increased scrutiny from the CFMEU and more recently, questions from union members about the use of imported steel for temporary works on the project, including the blockading of the delivery of steel on site.
  - CFMEU raised concerns about the compliance of steel on-site and requested documentation related to steel work done outside Australia, including material quality and standards. The contractor has advised TMR that they have information on the steel material and are examining the legal issues in supplying the technical information to CFMEU.
  - Steel to be used for all permanent structures, including the new northbound bridge, will be sourced through TMR registered suppliers and comply with TMR's strict technical requirements.
  - The contractor has engaged Industrial 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.
  - There has been differing approaches between Georgiou Group and BMD Constructions in handling union activities, with Georgiou preferring to resolve quietly while BMD is leaning towards a more confrontational approach.

- Contractor performance has generally been acceptable, however significant delays of up to six months has been noted in receiving monthly contractor performance reports. TMR maintains a good working relationship with Georgiou Group Pty Ltd.

Financial Implications

- There are no financial implications.

Consultation with Stakeholders

- Advice from Collaborative Transport Infrastructure Program (CTIP).
- Advice from "Union Site Visit Reports" via Office of General Manager, Program Delivery and Operations

Employment

- There are no employment impacts associated with this matter.

Media

- There has been various union related media coverage to this matter, including:
  - Centenary Bridge:
    - Traffic jam as union protest on 'Chinese' steel hits Brisbane bridge works - 13 March 2024
    - Police called to ‘keep the peace’ in CFMEU showdown - 29 April 2024

Election Commitments

- This matter does not relate to an election commitment.

Government Objectives

- This matter relates to a government objectives:
  - Supporting jobs: Good, secure jobs in more industries to diversify the Queensland economy and build on existing strengths in agriculture, resources and tourism.
  - Connecting Queensland: Drive the economic benefits, improve social outcomes and create greater social inclusion through digital technology and services.
  - Building Queensland: Drive investment in the infrastructure that supports the State’s economy and jobs, builds resilience and underpins future prosperity.