TENDER DOCUMENT INDEX

Tender No.: WBW 214 19/20
Project: Howard STP Collection: Gravity Main

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3. Tender Form
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   b. Schedule of Technical Details
   c. Schedule of Non-Compliance and/or Departures
   d. Daywork Charges
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5. Instrument of Agreement (For Information Only)
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   b. WHS Contractor Engagement (Safety & Environment) – High Risk Construction
   c. Fraser Coast Regional Council’s Digital Submission of As Constructed Information Manual (Not included in document)
10. Principal Supplied Information
    a. Nil
2. Tender Conditions

FRASER COAST REGIONAL COUNCIL ("Principal")
77 Tavistock Street, Hervey Bay, Queensland, 4655
Tender No.: WBW 214 19/20
Project: Howard STP Collection: Gravity Main
# Tender Conditions

**FRASER COAST REGIONAL COUNCIL ("Principal")**

77 Tavistock Street, Hervey Bay, Queensland, 4655

Tender No.: WBW 214 19/20

Project: Howard STP Collection: Gravity Main

## Tender Particulars

The following particulars apply to the Conditions of Tendering:

<table>
<thead>
<tr>
<th>1. Tender Closing Date</th>
<th>11.00am - Thursday, 7 November 2019</th>
</tr>
</thead>
<tbody>
<tr>
<td>2. Address for Lodgement</td>
<td>Tenders must be submitted electronically via the LG Tender Box and be addressed as follows:</td>
</tr>
<tr>
<td></td>
<td>&quot;WBW 214 19/20 – Howard STP Collection: Gravity Main&quot;</td>
</tr>
<tr>
<td>3. Project Contact</td>
<td>Mr Matthew Keleher Tel: (07) 4194 7629</td>
</tr>
<tr>
<td>4. Other Contract Documents</td>
<td></td>
</tr>
<tr>
<td></td>
<td>• Instrument of Agreement (draft)</td>
</tr>
<tr>
<td></td>
<td>• General Conditions of Contract AS2124 -1992 (as amended in the attached document)</td>
</tr>
<tr>
<td></td>
<td>• Letter of Acceptance dated (TBA)</td>
</tr>
<tr>
<td></td>
<td>• Specifications</td>
</tr>
<tr>
<td></td>
<td>• Project Specification</td>
</tr>
<tr>
<td></td>
<td>• Standard Specification for Work Health &amp; Safety</td>
</tr>
<tr>
<td></td>
<td>• Standard Specification for Contractor's Project Management Plan</td>
</tr>
<tr>
<td></td>
<td>• Standard Specification for Environmental Management Plan</td>
</tr>
<tr>
<td></td>
<td>• Standard Specification for QA Management Plan</td>
</tr>
<tr>
<td></td>
<td>• Schedule B – Schedule of Technical Details.</td>
</tr>
<tr>
<td>5. Relevant Documents</td>
<td>• WHS Contractor Engagement (Safety &amp; Environment) - General Procedure</td>
</tr>
<tr>
<td></td>
<td>• WHS Contractor Engagement (Safety &amp; Environment) - High Risk Construction</td>
</tr>
<tr>
<td></td>
<td>• Schedule A - Schedule of Prices</td>
</tr>
<tr>
<td></td>
<td>• Schedule D - Schedule of Daywork Charges</td>
</tr>
<tr>
<td>6. Principal-Supplied Information</td>
<td>• Nil.</td>
</tr>
<tr>
<td>7. Number of Copies of Tenders</td>
<td>1 digital file - Adobe Acrobat (PDF) format electronic submission via LG Tender Box</td>
</tr>
<tr>
<td>8. Validity Period</td>
<td>90 days from the date of closing of Tenders</td>
</tr>
<tr>
<td>9. Withdrawal Notice Period</td>
<td>Seven (7) Working Days</td>
</tr>
<tr>
<td>10. Scheduled Site Inspection</td>
<td>Date and Time: Non-Compulsory</td>
</tr>
<tr>
<td></td>
<td>Time: 10.00am – Wednesday, 23 October 2019</td>
</tr>
<tr>
<td></td>
<td>Address – Howard Community Park on Steley Street.</td>
</tr>
</tbody>
</table>
Conditions of Tendering

1. INTERPRETATION

For the purposes of these Tender Conditions:

(a) (Definitions):

(i) “Contract” means the proposed form of agreement (included in the Tender Documents) between the Principal and the successful Tenderer (if any);

(ii) “Contract Work” means anything which the successful Tenderer (if any) is or may be required to do under the Contract as described in the Tender Documents;

(iii) “Other Contract Documents” means those documents which describe the Contract Work or the Principal’s requirements for the Contract Work which are intended to form part of the Contract as identified in Item 4 of the Tender Particulars;

(iv) “Principal-Supplied Information” means information (oral or otherwise) provided or made available at any time by or on behalf of the Principal to any Tenderer (other than documents stated in the Contract to comprise part of the Contract) and includes without limitation the documents described in Item 6 of the Tender Particulars;

(v) “Project Contact” means the person identified in Item 3 of the Tender Particulars or such other person nominated by the Principal from time to time; and

(vi) “Tenderer” includes any person who has lodged or at any time proposes to lodge a tender (conforming or otherwise) for the Contract Work;

(b) (Terms Defined Elsewhere in Tender Documents) subject to paragraph (a), terms which are defined in the Tender Form, the Contract or the other Tender Documents shall have the same meanings for the purposes of these Tender Conditions; and

(c) (Meaning of “Tender Documents”) the “Tender Documents” comprise:

(i) the Invitation to Tenderers;

(ii) these Tender Conditions;

(iii) the Tender Form including all annexures (annexed to these Tender Conditions);

(iv) the Contract;

(v) the Other Contract Documents;

(vi) the Relevant Documents identified in Item 5 of the Tender Particulars;

(vii) the Principal-Supplied Information; and

(viii) amendments or additions to the Tender Documents provided to a Tenderer as an Addendum in accordance with these Tender Conditions.

2. PRINCIPAL’S CONSIDERATION OF TENDERS

Subject to the terms of these Tender Conditions, the Principal shall consider any tender which complies with and is lodged in accordance with these Tender Conditions.

3. PRINCIPAL’S OBLIGATIONS LIMITED

The Principal’s obligations to any Tenderer (including as to any aspect of the tender process):

(a) (Limited Obligations) are limited to only those obligations expressly set out in these Tender Conditions; and

(b) (Exclusion) exclude (to the maximum extent permitted by law) any obligations which may otherwise be implied or imposed on the Principal under contract, in equity, by statute or otherwise.

4. TENDERER’S OBLIGATIONS REGARDING DOCUMENTATION AND INFORMATION

Every Tenderer must:

(a) (Acknowledge Receipt of Tender Documents and Addenda) within seven (7) days of receipt of the Tender Documents or any Addenda, acknowledge receipt in writing;

(b) (Advise Intention to Tender) within seven (7) days of receipt of the Tender Documents notify the Principal in writing whether or not the Tenderer intends submitting a tender;

(c) (Satisfy Itself as to All Matters) at its own cost and expense, satisfy itself as to all matters and things relevant to the performance of the Contract and the Tenderer’s tender including without limitation:

(i) the Tender Documents and any other information provided or made available by or on behalf of the Principal;

(ii) all information relevant to the risk, contingencies and other circumstances having an effect on its tender and which is obtainable by the making of reasonable enquiries;

(iii) examination of the Site and its surroundings; and

(iv) the correctness and sufficiency of its tender and that its price covers the cost of complying with all the Tenderer’s obligations under the Contract and all matters and things necessary for the due and proper performance and completion of the Contract;

(d) (Seek Clarification of Discrepancies) by notice in writing to the Project Contact, advise the Project Contact of any error, discrepancy, ambiguity, incompleteness, omission, inquiry or other issue arising in connection with the Tender Documents immediately the Tenderer becomes aware of it;

(e) (Confidentiality) keep confidential and not:

(i) disclose to any person; or

(ii) copy, use or otherwise deal with for any purpose,

any information regarding the Tender Documents, the Contract Work or the Principal (including its business or activities) except to the extent:

(iii) the Tenderer is specifically authorised in writing by the Principal; or

(iv) the information is necessarily disclosed to and used by others (who are also bound to keep the information confidential) for the purposes of enabling the Tenderer to prepare a tender; and

(f) (Publicity) not in any way publicise or disclose to any person the terms of a tender lodged or proposed to be lodged by the Tenderer, the Contract, the Tender Documents, the Contract Work, the Site or the Principal.

5. TENDERER’S OBLIGATIONS REGARDING ACCESS TO THE SITE

Every Tenderer must:

(a) (Inspection of Site) if Item 10 of the Tender Particulars specifies a Scheduled Site Inspection is applicable, attend at the Site at the time and date set out in the Tender Particulars for the purposes of carrying out such inspection or investigation of the Site as the Tenderer requires;

(b) (Accompanied by Principal’s Representative) not access the Site at any time unless accompanied by a representative of the Principal; and

(c) (Comply with Conditions) comply with any conditions imposed by the Principal in connection with the Tenderer’s access to the Site.

6. TENDERERS’ LEGAL AND ETHICAL OBLIGATIONS

Every Tenderer must:

(a) (Registration of Tenderer) prior to lodging any tender, obtain or procure any approval, qualification, registration or licence required to be held by the Tenderer to enable it to lawfully carry out work of the nature of the Contract Work (other than those approvals, qualifications, registrations or licences which are specific to the Contract Works);

(b) (Compliance with Laws) in preparing and lodging any tender (including accessing the Site for any reason) comply with all applicable laws and legal requirements; and

(c) (Ethical Obligations) without limiting paragraph (b):

(i) not collude with, accept any commission from, offer any commission to, or inflate its tendered price for the benefit of, any other Tenderer;

(ii) without limiting clause 4(g), not disclose any part of its tender to any other Tenderer;

(iii) not enter any contract, arrangement or understanding with any other Tenderer or any trade, industry or other
association to the effect that the Tenderer, if successful, will confer any benefit on any other party; and

(iv) not enter any other improper or anticompetitive contract, arrangement or understanding with any other party in connection with the tender or the Contract Work.

(d) **(Canvassing)** not contact the Principal or any of its employees, consultants or agents (including without limitation board members, councillors or elected members) (other than the Project Contact) to discuss any aspect of the tender or the Contract Works and the Principal and its employees, consultants and agents are not required to meet or enter into discussions with any Tenderer or its employees, consultants or agents for any reason unless they agree otherwise in their absolute discretion.

7. LODGEMENT OF TENDERS

Every Tenderer must:

(a) **(Conforming Tender)** lodge a tender which:

(i) **(Complies with Tender Documents)** complies in all respects with the requirements of the Tender Documents (including these Tender Conditions);

(ii) **(Work on Terms of Tender Documents)** is for the carrying out and completion of the Contract Work on the terms of the Tender Documents (including the Contract) and does not make any assumption in relation to the Contract, the Site, the Contract Work or the Tender Documents (“Assumptions”);

(iii) **(Proper Entity)** is lodged in the name of the entity which will perform the Contract Work; and

(iv) **(Includes Completed Documents)** includes the fully completed (in ink or typewritten) and duly signed and witnessed Tender Form including Schedules and all other information, documentation and material required by the Tender Form, these Tender Conditions or other Tender Documents;

(b) **(Non-conforming Tender)** in any non-conforming tender (which may only be lodged if a conforming tender is also lodged), expressly state in detail the extent to which the tender:

(i) **(Non-compliance with Tender Documents)** does not comply in any respect with the requirements of the Tender Documents (including these Tender Conditions) or relies upon any Assumptions;

(ii) **(Work on Terms Other Than Tender Documents)** is for the carrying out and completion of the Contract Work on terms which differ from the terms of the Tender Documents (including the Contract); and

(iii) **(Effect to Principal)** will benefit or disadvantage the Principal by the proposed non-conformity (including the effect on the tendered price), and, except to the extent expressly stated in the tender, the tender shall be deemed to be for the carrying out and completion of the Contract Work on the terms of the Tender Documents (including the Contract);

(c) **(Copies of Tenders)** lodge any tender as one (1) electronic submission in accordance with Item 7 of the Tender Particulars;

(d) **(Tender Closing Date)** lodge any tender before the Tender Closing Date and Date in Item 1 of the Tender Particulars or such later date which the Principal may determine in its absolute discretion and notify to the Tenderer;

(e) **(Method of Lodgement)** Tender submissions are to be lodged electronically in accordance with Item 2 of the Tender Particulars, marked with the name of the Project, lodged at the Address for Lodgement in Item 2 of the Tender Particulars and addressed to the Project Contact;

(f) **(Not Withdraw or Change Tender)** not withdraw, change (including by way of addition or qualification) or otherwise do anything which affects its tender:

(i) before the expiration of the Validity Period in Item 8 of the Tender Particulars; or

(ii) after the Validity Period in Item 8 of the Tender Particulars, without giving at least the Withdrawal Notice Period in Item 9 of the Tender Particulars prior written notice to the Principal; and

(g) **(Further Information Requested by Principal)** at its own cost and expense, provide to the Principal any further information requested by the Principal in respect of the Tenderer’s tender, promptly after receiving the Principal’s request.

8. ACCEPTANCE OF TENDER

Unless the Principal expressly agrees otherwise:

(a) **(No Acceptance Until Formal Acceptance)** no tender shall be taken to be accepted until a “Notice of Acceptance of Tender” signed by the Principal has been given to the Tenderer or the parties have both formally executed a contract for the Contract Work;

(b) **(No Authorisation to Commence Work)** the Notice of Acceptance of Tender is not authorisation for the Tenderer to commence the Contract Work unless it expressly states otherwise;

(c) **(Execution of Contract)** the successful Tenderer shall execute and return to the Principal a contract for the Contract Work within fourteen (14) days of the Principal providing the same for execution;

(d) **(Agreement Until Formal Execution)** without affecting the successful Tenderer’s obligations under the last preceding subclause after the formal acceptance of a tender but, until a contract for the Contract Work has been formally executed by the parties, the Principal and the successful Tenderer shall be bound to a contract for the carrying out of the Contract Work giving effect to the parties agreement as if they had both executed a formal contract for the Contract Work; and

(e) **(Stump Duty)** the successful Tenderer shall pay and indemnify the Principal for the stump duty (if any) payable in connection with the acceptance of its tender.

9. PRINCIPAL’S DISCRETION

The Principal may in its absolute discretion (but shall be under no obligation to):

(a) **(Cancel Tender Process)** cancel the tender process at any time by notice in writing to the Tenderers;

(b) **(Further Information)** provide to all Tenderers any further information provided to a particular Tenderer;

(c) **(Addenda to Tender Documents)** at any time but not less than 3 working days prior to the Tender Closing Date in Item 1 of the Tender Particulars issue any Addendum to the Tender Documents (including by way of modification, clarification or in response to a Tenderer’s query) which is expressly identified as an Addendum to the Tender Documents;

(d) **(Extension of Closing)** extend the Tender Closing Date in Item 1 of the Tender Particulars;

(e) **(Consideration of Non-conforming Tenders)** refuse to consider any tender which:

(i) is lodged by any means other than in accordance with clause 7(e);

(ii) is lodged after the Tender Closing Date in Item 1 of the Tender Particulars;

(iii) does not conform strictly with these Tender Conditions in any respect;

(iv) includes any assumptions, clarifications or exclusions; or

(v) has been lodged by a Tenderer who has not complied with these Tender Conditions;

(f) **(Evaluation of Tenders)** in its evaluation and assessment of tenders:

(i) apply such criteria as the Principal sees fit;

(ii) if the Principal considers any tender to be ambiguous, erroneous or incomplete:

(A) refuse to consider the tender;

(B) request further information from the Tenderer; or

(C) request the Tenderer to amend its tender, as the Principal sees fit;

(iii) not accept the lowest priced tender or any tender at all; or

(iv) disclose any part of the Tenderer’s tender to any third party (who is bound to keep the same confidential);

(g) **(Tenders by Related Tenderers)** consider any tender lodged by a Tenderer which is in any way related to, or associated with the Principal or comprises a separate business unit, division or department, of the Principal;

(h) **(Principal’s Action)** decide to:

(i) accept a Tenderer’s tender for;
(ii) not proceed with;
(iii) carry out itself; or
(iv) have any other person or persons (whether or not a Tenderer who has submitted a tender) carry out, all or any part of the Contract Work;

(i) (Further Tender) at any time:
   (i) retender the Contract Work with all or any of the Tenderers who have submitted a tender, or any other person (whether or not they submitted tenders); or
   (ii) invite any other person to participate as a Tenderer in the tender process;

(j) (Other Action) at any time prequalify, shortlist or enter into negotiations with any one or more persons (whether or not they submitted tenders); or

(k) (Changes to Contract) require changes to the Contract Work or the terms of the Contract before proceeding to engage any Tenderer in connection with the Contract Work.

10. ACKNOWLEDGMENT BY TENDERERS

Every Tenderer accepts:

(a) (Principal-Supplied Information) that the Tenderer:
   (i) has not relied and will not rely upon, any Principal-Supplied Information for any purpose (including without limitation determining whether or not to lodge a tender, preparing its tender, entering into the Contract or performing its obligations under the Contract);
   (ii) has been or will be provided with Principal-Supplied Information only for the Tenderer’s convenience and the Principal does not assume any responsibility, duty of care in respect of, give any warranty or guarantee or make any representations as to the Principal-Supplied Information (including its accuracy or adequacy);
   (iii) shall have no claim against the Principal or any employee, agent or contractor of the Principal (whether in contract, tort (including negligence), equity, under statute or otherwise) from or in connection with the provision of the Principal-Supplied Information; and
   (iv) without prejudice to paragraph (i), must satisfy itself as to and take into account any matter or thing disclosed by any Principal-Supplied Information relevant to the carrying out of the Contract Work; and

(b) (Exclusion of Claims) no Tenderer shall have any claim whatever against the Principal or any employee, agent or contractor of the Principal (whether in contract, tort (including negligence), equity, under statute or otherwise) arising from or in connection with:
   (i) any costs, expenses or other liabilities incurred by the Tenderer in preparing a tender or otherwise in connection with the Tenderer’s tender (whether or not a tender is lodged by the Tenderer or the Tenderer’s tender is accepted) including any costs, expenses, or other liabilities incurred by the Tenderer in providing any further information or in carrying out any further work at the request of the Principal;
   (ii) the Principal exercising in its absolute discretion, any discretion or right it has under these Tender Conditions or in connection with the Contract Work; or
   (iii) any of the matters or things relevant to the Contract Work in respect of which the Tenderer must satisfy itself under these Tender Conditions.

11. PRIVACY ACT COMPLIANCE

(a) (Privacy Act) In relation to any Personal Information (as defined in the Privacy Act 1988 (Act) provided by a Tenderer in connection with its tender, the Tenderer warrants to the Principal:
   (i) the Tenderer has obtained the consent of each individual about which any Sensitive Information (as defined in the Act) is provided; and
   (ii) the Tenderer has or will within the time required by the Act ensure that each individual about whom any Personal Information is provided has received a written statement setting out all of the matters required by National Privacy Principle 1.3:

   A. in relation to disclosure of the Personal Information to the Principal, any Related Body Corporate (as that term is defined in the Corporations Act 2001) of the Principal and any consultant of the Principal requiring the information for the purposes set out in paragraph B; and

   B. disclosing that the entities referred to in paragraph A shall use the Personal Information for the purposes of reviewing and assessing the Tenderer’s tender.

(b) (Comply with Act) The Tenderer will comply with the provisions of the Privacy Act 1988 (Cth) in relation to any Personal Information provided to the Tenderer by the Principal, any Related Body Corporate of the Principal and any consultant of the Principal.

12. APPLICATION OF TENDER CONDITIONS

Except to the extent the Principal expressly agrees otherwise, these Tender Conditions shall continue to apply to any process which the Principal may undertake (including following the close of tenders under the initial tender process) in connection with the selection of the successful Tenderer or the award of a Contract for the Contract Work (including without limitation, any process involving the retendering of the Contract Work, shortlisting of tenders or further negotiations with any of the Tenderers).
3. Tender Form

FRASER COAST REGIONAL COUNCIL (‘Principal’)  
77 Tavistock Street, Hervey Bay, Queensland, 4655  
Tender No.: WBW 214 19/20  
Project: Howard STP Collection: Gravity Main
TENDER FORM
FRASER COAST REGIONAL COUNCIL ("Principal")
77 Tavistock Street, Hervey Bay, Queensland 4655

Tender No.: WBW 214 19/20
Project: Howard STP Collection: Gravity Main

BY: Full Name(s): ........................................................................................................
...................................................................................................................
...................................................................................................................
...................................................................................................................
................................................................................................................... ("Tenderer")

The Tenderer:

1. (Tender Conditions) agrees to:
   (a) be bound by the Tender Documents (as referred to in the Tender Conditions); and
   (b) if the Tenderer's tender is successful, be bound to carry out the work under the
       Contract in accordance with the Contract.

2. (Particulars of Tender) tenders to carry out the work under the Contract and perform
   the obligations of the Contractor under the Contract on the following basis:

   The Tenderer tenders the following lump sum amount for the Contract Sum (as defined in the
   Contract):

   \[
   \begin{array}{|c|c|}
   \hline
   \text{Total Lump Sum:} & \text{$\boxed{\text{___________}}$ ex GST} \\
   \text{This figure must match the figure stated in Schedule A of the Tender Schedules.} & \text{(Excluding Provisional sums)} \\
   \hline
   \text{Total of Provisional Items:} & \text{N/A} \\
   \text{This figure must match the figure stated in Schedule A of the Tender Schedules.} & \\
   \hline
   \end{array}
   \]

   The Tenderer tenders the following as the duration required to achieve Practical Completion (as
   defined in the Contract):

   Weeks: 

3. **Assessment Criteria**

<table>
<thead>
<tr>
<th>Criteria</th>
<th>Weighting</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Experience of the people and firm:</td>
<td>15%</td>
</tr>
<tr>
<td>- Relevant experience</td>
<td>2.5%</td>
</tr>
<tr>
<td>- Technical Skills</td>
<td>2.5%</td>
</tr>
<tr>
<td>- Track record</td>
<td>10%</td>
</tr>
<tr>
<td>2. Methodology</td>
<td>15%</td>
</tr>
<tr>
<td>3. Project Management:</td>
<td>5%</td>
</tr>
<tr>
<td>- Quality Assurance</td>
<td>Compliant / Non-Compliant</td>
</tr>
<tr>
<td>- Time Performance</td>
<td>5%</td>
</tr>
<tr>
<td>- Safety Management System</td>
<td>Compliant / Non-Compliant</td>
</tr>
<tr>
<td>4. Local Preference</td>
<td>15%</td>
</tr>
<tr>
<td>- Local Supplier/Contractor</td>
<td>5%</td>
</tr>
<tr>
<td>- Local Content</td>
<td>10%</td>
</tr>
<tr>
<td>5. Price</td>
<td>50%</td>
</tr>
</tbody>
</table>

**TOTAL** 100%

4. **(Information About Tenderer)** for the purposes of its tender, provides to the Principal the following information about the Tenderer:

(a) **Status**

The Tenderer is:

(i) registered with the Australian Securities and Investment Commission under A.C.N. or A.R.B.N. *(delete one)* .......................................................................... ; or

(ii) every member of the firm or partnership trading under the business name .................................................. registered no. .................................................... ; or

(iii) an individual tenderer.

*(delete (i), (ii), or (iii) as applicable)*

(b) **Registered Office**

The Tenderer's registered office/principal place of business is: ............................................

......................................................................................................................................................

(c) **Particulars for Notices/Correspondence**

Contact Name: ..............................................................................................................................

Position in Organisation: ..............................................................................................................

Address: ........................................................................................................................................

......................................................................................................................................................

Telephone: .......................................................   Facsimile: .........................................................
(d) **Trustee Status**

The Tenderer does/does not (*delete one*) act as a trustee for any trust. Because it does act as a trustee:

(i) the Tenderer encloses with this Tender Form a copy of the relevant instrument/deed evidencing the trust; and

(ii) the Tenderer warrants to the Principal that it has the authority to enter into the Contract.

(e) **Registration/Licence Particulars**

The Tenderer holds the following registrations/licences necessary for the Tenderer to lawfully carry out the work under the Contract:

(i) Builder's Registration Licence No.: .................................................................
    (Category of Licence: ..................................................................................)

(ii) Other: ...........................................................................................................
    .................................................................................................................

(f) **Financial Information**

The Tenderer encloses with this Tender Form the following accounts/financial statements/references as evidence of its financial standing:

...................................................................................................................................................................

(g) **Demonstrated Ability**

The Tenderer encloses with this Tender Form the following references/documents as evidence of a demonstrated ability to execute the work under the Contract:

..............................................................................................................................................................

(h) **Quality Assured**

The Tenderer:

(i) does not have a quality system implemented;

(ii) has implemented a quality system to the following standard:
    ......................................................................................................................................................; or

(iii) holds second or third party quality assurance certificates particulars of which are:
    ..........................................................................................................................................................

*(delete (i), (ii) or (iii) as applicable)*

(i) **Safety Management System**

The Tenderer shall provide the following:

(i) Copy of Safety Management Policy;

(ii) Details of Safety Management System:
    - Certified Safety Management System to AS/NZS 4801 and OHSAS 18001 Yes/No
    - If "no", please provide details of existing system
    ..........................................................................................................................................................
5. **Contract Requirements** tenders the following items for the purpose of the Contract:

### (a) Insurance

The Tenderer tenders the following details of the insurances it has or will effect, as required under the Contract and submits with this completed Tender Form, copies of the respective certificates of currency (where available):

<table>
<thead>
<tr>
<th>Insurer</th>
<th>Policy No.</th>
<th>Insured Parties</th>
<th>Amount</th>
<th>Excess</th>
<th>Period of Cover</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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<td></td>
<td></td>
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</tr>
</tbody>
</table>

Comments (including any significant exclusions)

__________________________________________________________

Certificate of Currency is attached  Yes/No

Insurance Conforms to Contract Requirements  Yes/No

If "No", it does not conform in the following respects:

__________________________________________________________

### Public Liability

<table>
<thead>
<tr>
<th>Insurer</th>
<th>Policy No.</th>
<th>Insured Parties</th>
<th>Amount</th>
<th>Excess</th>
<th>Period of Cover</th>
</tr>
</thead>
<tbody>
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<td></td>
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</tr>
</tbody>
</table>

Comments (including any significant exclusions)

__________________________________________________________

Certificate of Currency is attached  Yes/No

Insurance Conforms to Contract Requirements  Yes/No

If "No", it does not conform in the following respects:

__________________________________________________________

---

Parent Guarantee

The Tenderer is a subsidiary of the following parent company which agrees to guarantee the Tenderer's obligations under the Contract:

__________________________________________________________
### Motor Vehicle

<table>
<thead>
<tr>
<th>Insurer</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Policy No.</td>
<td></td>
</tr>
<tr>
<td>Insured Parties</td>
<td></td>
</tr>
<tr>
<td>Amount</td>
<td></td>
</tr>
<tr>
<td>Excess</td>
<td></td>
</tr>
<tr>
<td>Period of Cover</td>
<td></td>
</tr>
<tr>
<td>Comments (including any significant exclusions)</td>
<td></td>
</tr>
<tr>
<td>Certificate of Currency is attached</td>
<td>Yes/No</td>
</tr>
<tr>
<td>Insurance Conforms to Contract Requirements</td>
<td>Yes/No</td>
</tr>
</tbody>
</table>

If "No", it does not conform in the following respects: _________________________________

### Worker's Compensation

<table>
<thead>
<tr>
<th>Insurer</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Policy No.</td>
<td></td>
</tr>
<tr>
<td>Insured Parties</td>
<td></td>
</tr>
<tr>
<td>Amount</td>
<td></td>
</tr>
<tr>
<td>Excess</td>
<td></td>
</tr>
<tr>
<td>Period of Cover</td>
<td></td>
</tr>
<tr>
<td>Comments (including any significant exclusions)</td>
<td></td>
</tr>
<tr>
<td>Certificate of Currency is attached</td>
<td>Yes/No</td>
</tr>
<tr>
<td>Insurance Conforms to Contract Requirements</td>
<td>Yes/No</td>
</tr>
</tbody>
</table>

If "No", it does not conform in the following respects: _________________________________
Professional Indemnity

<table>
<thead>
<tr>
<th>Insurer</th>
<th>__________________________________________________________</th>
</tr>
</thead>
<tbody>
<tr>
<td>Policy No.</td>
<td>________________________________________________________</td>
</tr>
<tr>
<td>Insured Parties</td>
<td>______________________________________________________</td>
</tr>
<tr>
<td>Amount</td>
<td>______________________________________________________</td>
</tr>
<tr>
<td>Excess</td>
<td>______________________________________________________</td>
</tr>
<tr>
<td>Period of Cover</td>
<td>______________________________________________________</td>
</tr>
</tbody>
</table>

Comments (including any significant exclusions)

Certificate of Currency is attached  Yes/No
Insurance Conforms to Contract Requirements  Yes/No
If "No", it does not conform in the following respects: ______________________________________________________

(b) **Key Personnel**

The Tenderer will ensure the following personnel are engaged in the provision of work under the Contract in the specified capacities:

<table>
<thead>
<tr>
<th>Name</th>
<th>Position</th>
</tr>
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</table>

*The Contractor shall attach a brief resume/CV for each of the nominated personnel indicating their experience relevant to the nominated position.*

(c) **Programme**

The Tenderer attaches with this completed Tender Form a programme for the work under the Contract which must:

- identify the Tenderer's proposed methods and sequencing of the work under the Contract (including establishment, procurement and physical work operations)
- identify major activities, their start and finish times, durations in days/weeks (as appropriate) and their interdependencies
- include estimated site labour requirements
- identify the total time required to achieve Practical Completion
- identify any float (including allowances for inclement weather or the effects of inclement weather)
- demonstrate the Tenderer's understanding of the work under the Contract and all project requirements
- Identify all clarified, questions or excluded items in a section titled “Clarified Area” and refer
(d) **Working Hours and Working Days**

The Tenderer proposes the following working hours and working days for the Site:

Working Hours: ___________________ am to __________________________ pm

Working Days: ____________________       to  __________________ ________

(e) **Methodology**

The Tenderer attaches with this completed Tender Form a statement of understanding of the project demonstrating the following:-

- Understanding of the nature and scope of the project;
- Methodology proposed for the execution, indicating the major plant to be used for each stage, of the works;
- Methodology proposed for cut-in to existing system and management of water demand requirements;
- Potential problems that may arise on the project; and
- Potential solutions to those problems.
6. Demonstrated Local Supplier Questionnaire (to be completed by the tenderer). Please explain and/or provide evidence to each question:

<table>
<thead>
<tr>
<th>Question</th>
<th>Response</th>
</tr>
</thead>
<tbody>
<tr>
<td>a. Is your organisation already Fraser Coast Region based or owned, or would you establish a base in the Fraser Coast if your tender was successful?</td>
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<tr>
<td>b. Please advise if you will be using local materials, and/or assembly and fabrication in the region?</td>
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<tr>
<td>c. What employment benefits would the acceptance of your tender bring to the Fraser Coast Region – e.g. local suppliers, sub-contractors/suppliers and/or labour hire.</td>
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<tr>
<td>d. Do you support any local based industry apprenticeship or traineeship scheme(s)? If so, what are the details of the scheme and what are your plans for apprentice/trainee use for this Contract?</td>
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</tr>
</tbody>
</table>
7. **(Schedules to Tender Form)** also tenders as part of its Tender the following details or information set out in the Schedules to this Tender Form:

- a schedule of Prices
- a schedule of technical details
- a schedule specifying the hourly rates (inclusive of all profit, on-Site and off-Site overheads, attendance and supervision, but exclusive of GST) to apply to additional and/or varied work in respect of:
  - each of the Contractor's workers;
  - each of the Contractor's subcontractors; and
  - items of plant and equipment (including operator, where applicable);
- a schedule of the proposed sub contractors detailing name, address and nature and extent of the subcontract work, to whom it is intended to sub-let portions of the works estimated to cost more than $30,000.
- a Schedule of previous experience.

8. **(Addenda to Tender Documentation)** acknowledges having received and satisfied itself as to the following Addenda to the Tender Documents:

<table>
<thead>
<tr>
<th>Addendum No.</th>
<th>Dated</th>
</tr>
</thead>
<tbody>
<tr>
<td>______________</td>
<td>______________</td>
</tr>
<tr>
<td>______________</td>
<td>______________</td>
</tr>
<tr>
<td>______________</td>
<td>______________</td>
</tr>
</tbody>
</table>

which also comprise part of the Tender Documents.

9. **(Warranty by Contractor)** warrants to the Principal that all information provided by the Tenderer to the Principal as part of or in connection with the Tenderer's tender is true, accurate and not misleading.

---

**EXECUTION**

SIGNED this ____________ day of ______________, 20

by ............................................................................................................. (Full Name of Signatory)

for and on behalf of the Tenderer (who personally warrants to the Principal that he/she is authorised to sign this Tender Form on the Tenderer's behalf):

........................................................................................................................................................

(Signature)

........................................................................................................................................................

(Position of Signatory in Tenderer Organisation)
4. Tender Schedules

FRASER COAST REGIONAL COUNCIL ("Principal")
77 Tavistock Street, Hervey Bay, Queensland, 4655
Tender No.: WBW 214 19/20
Project: Howard STP Collection: Gravity Main
Tender No.: WBW 214 19/20
Project: Howard STP Collection: Gravity Main

Tender Schedules

Schedule A – Schedule of Prices
Schedule B – Schedule of Technical Details
Schedule C – Schedule of Non-Compliance and/or Departures
Schedule D – Daywork Charges
Schedule E – Sub-Contractors
Schedule F – Previous Experience
SCHEDULE A - SCHEDULE OF PRICES

PREAMBLE

Details of the exact scope of work to be covered by the items listed in the Schedule of Prices can be established from the Specification and Drawings.

All prices shall include all labour, materials (other than those supplied by the Principal), and allow for fabrication/manufacturer, supply, delivery, installation, construction, testing and commissioning of any equipment, including the supply of four copies of technical and operational maintenance manuals for any mechanical and electrical components.

The total of the amounts entered in the Schedule shall be deemed to include all works specified and shall equal the Total Lump Sum Tender Price.

Quantities scheduled in the Schedule of Prices are not guaranteed. The Tenderer shall be deemed to have checked the quantities scheduled against the Drawings and, where not satisfied with the quantities shown in the schedule, enter quantities computed by themselves and complete the extension to arrive at the lump sum amount for that item.

The items and rates entered in this Schedule have no direct relevance to this Lump Sum Contract, except for the purpose of evaluating the quantum of progress payments and any variations ordered where appropriate.

The Tenderer is invited to detail any item, quantities, or rates perceived to be included as part of this Contract, not clearly defined in the Schedule of Prices.
NOTE: The quantities shown are estimated quantities only and are not to be taken as correct quantities of work to be carried out or paid for under the various items of work.

<table>
<thead>
<tr>
<th>ITEM</th>
<th>DESCRIPTION</th>
<th>UNIT</th>
<th>QUANTITY</th>
<th>RATE</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td><strong>GENERAL PRELIMINARIES</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.1</td>
<td>Mobilisation and site establishment including facilities, lay down area,</td>
<td>Ea</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>fencing etc.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
| 1.2 | Preparation of Construction Management Plans, including Construction Program,
|     | Work Health and Safety Plan, Traffic Management, Quality Assurance          | Ea   | 1        |      |        |
|     | and Reporting and Environmental Management Plan (EMP)                       |      |          |      |        |
| 1.3 | Implementation of Construction Management Plans, including Construction     | Ea   | 1        |      |        |
|     | Program, Work Health and Safety Plan, Traffic Management, Quality           |      |          |      |        |
|     | Assurance and Reporting and Environmental Management Plan (EMP)             |      |          |      |        |
| 1.4 | Compliance with approval requirements including all self-assessable items   | Ea   | 1        |      |        |
|     | including fees and levies associated with any and all approvals as         |      |          |      |        |
|     | identified in the Approvals Report.                                         |      |          |      |        |
| 1.5 | Set out and survey of all works                                            | Ea   | 1        |      |        |
| 1.6 | Preparation of As Constructed drawings and associated information          | Ea   | 1        |      |        |
| 1.7 | Site restoration following construction works                               | Ea   | 1        |      |        |
|     | **EARTHWORKS**                                                              |      |          |      |        |
| 2.1 | Clearing and grubbing                                                       | LS   | 1        |      |        |
| 2.2 | Topsoil strip from earthwork areas, stockpile and respread                 | LS   | 1        |      |        |
| 2.3 | New pipework earthworks, in all materials including rock                    | LS   | 1        |      |        |
| 2.4 | Load, transport and dispose of excess spoil and unsuitable to approved     | LS   | 1        |      |        |
|     | facility/location                                                           |      |          |      |        |
| 2.5 | Earthworks and reinstatement of roadways                                    | LS   | 1        |      |        |
|     | **LANDSCAPING**                                                             |      |          |      |        |
| 3.1 | All other topsoil requirements in preparation for Item 3.2                 | LS   | 1        |      |        |
| 3.2 | Supply and place hydro mulch grass seeding to all disturbed areas          | LS   | 1        |      |        |
## Tender Schedules

### CONSTRUCTION WORKS PIPEWORKS & MANHOLES

<table>
<thead>
<tr>
<th></th>
<th>Description</th>
<th>Quantity</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>4.1</td>
<td>Supply of new pipework, fittings, fasteners and associated appurtenance associated with the new DN300 PVC main (Line 1) as per drawings for SP1</td>
<td>M</td>
<td>62</td>
</tr>
<tr>
<td>4.2</td>
<td>Supply of new pipework, fittings, fasteners and associated appurtenance associated with the new DN150 PVC main (Line 2) as per drawings for SP1.</td>
<td>M</td>
<td>177</td>
</tr>
<tr>
<td>4.3</td>
<td>Supply of new pipework, fittings, fasteners and associated appurtenance associated with the new DN300 PVC main (Line 1) as per drawings for SP2</td>
<td>M</td>
<td>642</td>
</tr>
<tr>
<td>4.4</td>
<td>Supply and install of all Manholes required under SP1</td>
<td>Ea</td>
<td>4</td>
</tr>
<tr>
<td>4.5</td>
<td>Supply and install of all Manholes required under SP2</td>
<td>Ea</td>
<td>8</td>
</tr>
<tr>
<td>4.6</td>
<td>Supply and install of Lockable and sealed manhole lids on all manhole below Q1/100 +150mm</td>
<td>Ea</td>
<td>2</td>
</tr>
</tbody>
</table>

### SUB TOTAL

TOTAL OF EXTENDED AMOUNTS OF SCHEDULE OF PRICES excluding Provisional Items: (excluding GST)

This figure must match the figure stated in Section 2 of the Tender Form

---

Tenderer: ......................
Signature: .......................
Date: ..........................
PROVISIONAL ITEMS

<table>
<thead>
<tr>
<th>ITEM</th>
<th>DESCRIPTION</th>
<th>UNIT</th>
<th>QUANTITY</th>
<th>RATE</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>PROVISIONAL ITEMS (IF ORDERED)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>N/A</td>
<td></td>
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</tr>
</tbody>
</table>

**TOTAL OF PROVISIONAL ITEMS (IF ORDERED):** *(excluding GST)*

This figure must match the figure stated in Section 2 of the Tender Form

$ -
Tender Schedules

SCHEDULE B - SCHEDULE OF TECHNICAL DETAILS

The Tenderer shall complete this Schedule giving manufacturer's name and other details as required. Any tender not accompanied by completed details may be rejected. The completed Schedule will be used in evaluating tenders.

All items supplied and/or installed must comply with the requirements of the specification regardless of the details nominated in this schedule, unless the tender states that items do not conform to the specification and includes detailed descriptions of all departures from the specification.

Where a tender involves the brand name of articles of machinery, goods or apparatus or of suppliers of such machinery, goods or apparatus substitution of other machinery, goods or apparatus or of suppliers thereof shall not be made unless such substitution is approved in writing by the Superintendent.

<table>
<thead>
<tr>
<th>ITEM</th>
<th>TECHNICAL DETAIL</th>
</tr>
</thead>
<tbody>
<tr>
<td>150mm Pipe</td>
<td></td>
</tr>
<tr>
<td>Rating</td>
<td></td>
</tr>
<tr>
<td>Material</td>
<td></td>
</tr>
<tr>
<td>Manufacturer</td>
<td></td>
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<tr>
<td>300mm Pipe</td>
<td></td>
</tr>
<tr>
<td>Rating</td>
<td></td>
</tr>
<tr>
<td>Material</td>
<td></td>
</tr>
<tr>
<td>Manufacturer</td>
<td></td>
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<tr>
<td>Manholes</td>
<td></td>
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<tr>
<td>Diameter</td>
<td></td>
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<tr>
<td>Material</td>
<td></td>
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<tr>
<td>Manufacture</td>
<td></td>
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<tr>
<td>Sealing Material</td>
<td></td>
</tr>
<tr>
<td>Lid rating</td>
<td></td>
</tr>
<tr>
<td>Cast method</td>
<td></td>
</tr>
</tbody>
</table>

Tenderer: ________________________
Signature: ______________________
Date: _________________________
Tender Schedules

SCHEDULE C – SCHEDULE OF NON-COMPLIANCE AND/OR DEPARTURES

The Contractor shall provide details of all Non-Compliances and/or Departures with the Specifications in this Schedule.

<table>
<thead>
<tr>
<th>Schedule of Non-Compliance and/or Departures</th>
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<tbody>
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Tenderer: ......................................
Signature: ......................................
Date: .............................................
For the purposes of certification of Daywork costs pursuant to Clause 41 of AS2124 General Conditions of Contract, Tenderers shall complete the following Table of Charges for Daywork. Tenderers shall complete all parts of this Table setting out all proposed on site labour, (including Foreman), plant hire charges and materials on-costs (stated as a percentage over direct cost). Rates shall be tendered for those items of labour and plant that are relevant to the type of work carried out, and shall be exclusive of GST.

Allowances under Clause 41 of AS2124 are to be included as follows;

- Labour Charge per hour - paragraphs (a), (b), and (f)
- Plant Hire per hour - paragraphs (c), and (f)
- Material on-Costs - paragraphs (e) and (f)

Charges for Constructional Plant under Clause 41(c) shall include the cost of any floating plant and loose tools which have an individual new value of less than one thousand dollars ($1000).

Under Clause 41(f), then tender rates shall include all overheads administration and profit. This includes site overhead costs including, site office and engineering costs and personnel overhead costs including travel, overtime and loss of time due to industrial stoppages, etc.

The basis of payment for Daywork charges shall be the rates set out in the Table of Charges of Daywork and any additional rate approved from time to time and:

- The times for labour and plant and quantities of materials approved by the Superintendent prior to commencement of the work, or
- The actual times, excluding personnel travel and transport of plant to and from site etc., for labour and plant and quantities of materials supported by daily record sheets countersigned as “CORRECT” by the Clerk of Works, or
- The times for labour and plant and quantities of materials as determined by the Superintendent.

No payment in addition to those calculated on the above basis will be certified to cover any consequent costs (including additional overheads, administration costs, profit, loss of profit) relating to the execution of Daywork, or effect of the execution of Daywork on other works or arising from an extension of time for Daywork.
**PART 1 – LABOUR**

<table>
<thead>
<tr>
<th>Description</th>
<th>Labour Charges per Hour (ex GST)</th>
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</thead>
<tbody>
<tr>
<td></td>
<td>Normal</td>
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<tr>
<td>Project Manager</td>
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<tr>
<td>Engineer</td>
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<tr>
<td>Site Supervisor</td>
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<tr>
<td>Foreman</td>
<td></td>
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<tr>
<td>Electrician</td>
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<tr>
<td>Surveyor</td>
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<tr>
<td>Labourer</td>
<td></td>
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</tbody>
</table>

**PART 2 – PLANT**

<table>
<thead>
<tr>
<th>Type</th>
<th>Capacity</th>
<th>Plant hire rate per hour including operator (ex GST)</th>
<th>Standby charge per hour (ex GST)</th>
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<tbody>
<tr>
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TENDER SCHEDULES

SCHEDULE E – SUB CONTRACTORS

Enter below proposed Sub-Contractors (other than Nominated Sub-Contractors) to whom it is intended to sub-let portions of the works estimated to cost more than $30,000.

The Principal through the Superintendent reserves the right to reject any of the Sub-Contractors listed by the Tenderer in this Schedule and request alternative Sub-Contractors.

<table>
<thead>
<tr>
<th>Name and Address of Proposed Sub-Contractor</th>
<th>Nature and Extent of Sub-Contract Work for Service</th>
</tr>
</thead>
<tbody>
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Tenderer: .................................
Signature: ...................................
Date: ......................................
## SCHEDULE F – PREVIOUS EXPERIENCE

**Works in Hand at Time of Tender**

<table>
<thead>
<tr>
<th>Project</th>
<th>Amount of Contract</th>
<th>Expected Date of Completion</th>
<th>Value Completed</th>
<th>Name of Supervising Engineers and/or Client</th>
</tr>
</thead>
<tbody>
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</table>

**Works Similar to this Contract Completed in the Last Five Years**

<table>
<thead>
<tr>
<th>Project</th>
<th>Contract Period</th>
<th>Amount of Contract</th>
<th>Name of Supervising Engineer and/or Client</th>
</tr>
</thead>
<tbody>
<tr>
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</table>

**Referees**

Please provide the following information for the three (3) most recent contracts completed by the company:

<table>
<thead>
<tr>
<th>Contract 1</th>
<th>Contract 2</th>
<th>Contract 3</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contract Description</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Client</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Contact</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Phone No</td>
<td></td>
<td></td>
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</tbody>
</table>
5. Instrument of Agreement

FRASER COAST REGIONAL COUNCIL ("Principal")
77 Tavistock Street, Hervey Bay, Queensland, 4655
Tender No.: WBW 214 19/20
Project: Howard STP Collection: Gravity Main
Fraser Coast Regional Council
ABN 19 277 850 689

("Principal")

AND

Name of Contractor
ACN/ABN

("Contractor")

INSTRUMENT OF AGREEMENT
AS2124-1992 (as amended)

PROJECT: Howard STP Collection: Gravity Main
Contract Number: WBW 214 19/20
INSTRUMENT OF AGREEMENT

DATED:                   day of                        20

PARTIES: FRASER COAST REGIONAL COUNCIL (ABN 19 277 850 689)

Address: 77 Tavistock Street, Hervey Bay, Queensland 4655

Facsimile: (07) 4197 4455

("Principal")

CONTRACTOR ACN

Address: TBC

Facsimile: TBC

("Contractor")

AGREEMENT:

1. The parties agree that the Contractor shall carry out the work under the Contract for the Principal in accordance with the Contract.

2. The Principal has accepted the lump sum of $TBC (exclusive of GST) as the Contract Sum.

3. (a) The following "Contract Documents" comprise the Contract:
   (i) This Instrument of Agreement including any attached Special Conditions ("Instrument of Agreement");
   (ii) Australian Standard General Conditions of Contract AS 2124 - 1992 (as amended in the attached document) including all Annexures ("General Conditions of Contract"); and
   (iii) The following other documents:
         (A) Letter of Acceptance
         (B) TBC Tender clarifications
         (C) Project Specification
         (D) Standard Specification for Work Health & Safety
         (E) Standard Specification for Contractor’s Project Management Plan
         (F) Standard Specification for Environmental Management Plan
         (G) Standard Specification for QA Management Plan
         (H) Schedule B Schedule of Tender Details.
   (I) Drawings

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4. The following documents do not form part of the Contract, but may be referred to in connection with the Contract to the extent expressly provided by the terms of the Contract or the terms of the particular document:

(a) Relevant Documents: listed in Annexure Part A of the General Conditions of Contract.
(c) Principal-Supplied Information: listed in Annexure Part A of the General Conditions of Contract.
(d) Methodology and Resourcing Documents: listed in Annexure Part A of the General Conditions of Contract.

5. The Contract:

(a) represents the entire agreement between the parties; and
(b) takes effect despite any inconsistent prior agreement between the parties.

6. (a) No provision of any Contract Document shall limit or restrict the generality of any other provision of any other Contract Document.

(b) Unless the context requires otherwise:
   (i) words defined elsewhere in the Contract shall be given the same meaning in this Instrument of Agreement; and
   (ii) words defined in any part of the Contract shall have the same meaning in any other part of the Contract.

(c) If the Contractor comprises two or more entities, then the Contract shall:
   (i) bind each of those entities jointly and severally; and
   (ii) benefit those entities jointly.

(d) The Contract is executed and shall take effect as a deed.

7. The Contract applies to all work under the Contract carried out by the Contractor in connection with the Works prior to its execution by the parties, and that work is included in the Contract Sum.

No Fetter on Authority

8. The Contractor acknowledges:

(a) that the Principal enters into the Contract in its capacity as the owner of the Works;
(b) the Principal gives no warranty and makes no representation to the Contractor as to the way the Principal or any other government authority may exercise any discretion relevant to any aspect of the Contract (including as to the grant of any Government Approval or other right required to be obtained from the Principal in its capacity as a statutory authority);
(c) nothing in the Contract will fetter the exercise by the Principal or any other relevant government authority of any discretion whether to grant, grant subject to conditions, or refuse any Government Approval or fetter the exercise by the Principal of any resumption, planning or other regulatory, legislative or executive powers; and
(d) nothing done by the Principal in its exercise of its functions referred to in this clause will be taken to be an act or omission of the Principal for the purposes of the Contract or to give rise to any claim by the Contractor in respect of the subject matter of the Contract.
Special Conditions

QBCC Special Conditions

9. The parties acknowledge that under the *Queensland Building and Construction Commission Act 1991* (Qld) (‘QBCC Act’), unless the parties expressly agree otherwise, to the extent that it applies, section 67K(2) of the QBCC Act makes the Contract subject to a condition that at any time before Practical Completion the total of:

(a) all retention moneys withheld by the Principal; and
(b) all security held by the Principal, under the Contract (other than retention money or security referred to in section 67K(3) of the QBCC Act) is not to exceed 5% of the Contract Sum (as adjusted for variation).

By initialling the Contract in the space provided below, the parties expressly agree that the Contract is not subject to the condition imposed by section 67K(2) and security shall be provided by the Contractor in accordance with Clause 5 of the General Conditions.

(Note: Parties to initial)  
[Principal’s Initials]  [Contractor’s Initials]
EXECUTION

The parties have signed, sealed and delivered the Contract on the date set out above.

Executed on behalf of
FRASER COAST REGIONAL COUNCIL
(ABN 19 277 850 689)
by the duly authorised Officer

Position ___________ Signature

Name ___________________________ Date ___________________________

Executed in accordance with section 127
of the Corporations Act 2001 by
NAME OF CONTRACTOR
ACN/ABN

Director Signature ___________________________ Director/Secretary Signature ___________________________

Print Name ___________________________ Print Name ___________________________

Date ___________________________ Date ___________________________

FRASER COAST REGIONAL COUNCIL ("Principal")
77 Tavistock Street, Hervey Bay, Queensland, 4655
Tender No.: WBW 214 19/20
Project: Howard STP Collection: Gravity Main
Australian Standard™

General conditions of contract
(AS 2124—1992)

together with

General conditions of tendering and form of
tender (AS 2125—1992)

Form of formal instrument of agreement
(AS 2127—1992)
This Australian Standard was prepared by Committee OB/3, General Conditions of Contract. It was approved on behalf of the Council of Standards Australia on 24 December 1992 and published on 31 December 1992.

The following interests are represented on Committee OB/3:

Australian Chamber of Commerce and Industry
Australian Electrical and Electronic Manufacturers Association
Australian Federation of Construction Contractors
Australian Institute of Project Management
Australian Institute of Purchasing and Supply Management
Australian Institute of Quantity Surveyors
Australian Mining Industry Council
Austroads
Construction Industry Engineering Services Group
Electricity Supply Association of Australia
Institution of Engineers Australia
Law Council of Australia
Master Builders Construction and Housing Association of Australia
Metal Trades Industry Association of Australia
National Public Works Council
Process Engineers and Constructors Association
Railways of Australia Committee
Royal Australian Institute of Architects
The Association of Consulting Engineers Australia

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This Standard was issued in draft form for comment as DR 92053.
General conditions of contract (AS 2124—1992)
together with
General conditions of tendering and form of tender (AS 2125—1992)
Form of formal instrument of agreement (AS 2127—1992)

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Published by Standards Australia International Ltd
GPO Box 5420, Sydney, NSW 2001, Australia

AS 2124
First published as part of AS CA24—1952.
Revised and redesignated in part as AS CA24.1—1964.
Revised and redesignated AS 2124—1978.

AS 2125
First published as part of AS CA24—1952.
Revised and redesignated in part as AS CA24.2—1964 and AS CA24.3—1964.

AS 2127
First published as AS 2127—1978.
Incorporating Amendment No. 1 (October 2000).
PREFACE

These editions of AS 2124, AS 2125 and AS 2127 (bound together) were prepared by the Standards Australia Committee on General Conditions of Contract. While these are the latest editions, the 1986 editions remain as current Standards, the 1981 editions remain as available superseded Standards and the 1978 editions are withdrawn.

This Standard incorporates Amendment No. 1 (October 2000). The changes required by the Amendment are indicated in the text by a marginal bar and amendment number against the clause, note, table, figure, or part thereof affected.

In the preparation of this edition of AS 2124, recommendations contained in the report by the National Public Works Conference/National Building and Construction Council Joint Working Party publication NO DISPUTE (May 1990) have been taken into account.

Clauses prefixed by an asterisk are optional, and may be omitted in the Contract as necessary, without making consequential amendments; but such omission should be clearly shown on the face of the Contract by striking out these clauses or indicating clearly elsewhere that they are not to apply.

The attention of users of this Standard is drawn to the separate document Doc 2124N, Notes on changes in the General Conditions of Contract 4th edition (AS 2124—1992) as compared with the 3rd edition (AS 2124—1986) which indicates the changes of major importance which have been made in the 1992 edition.

WARNING: Users of this Australian Standard are warned that Clause 17 (damage to persons and property) does not limit the liability of parties for special, indirect or consequential losses.

This unlimited liability overrides any limitations or exclusions permitted under Insurance Clauses 18 (Insurance of the Works) and 19 (Public Liability Insurance).

Parties wishing to limit their liability should seek insurance and legal advice before entering a contract under this Standard.

WARNING

Legislation has come into force in some jurisdictions dealing with security of payments. Parties intending to use this Standard should seek expert advice as to their rights and obligations under such legislation.
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1 CONSTRUCTION OF CONTRACT

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 or Territory stated in the Annexure Part A.

Unless otherwise provided, prices are in Australian currency and payments shall be made in Australian currency at the place stated in the Annexure Part A.

Communications between the Principal, the Superintendent and the Contractor shall be in the English language.

Measurements of physical quantities shall be in Australian legal units of measurement within the meaning of the National Measurement Act 1960, as amended from time to time.

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.

2 INTERPRETATION

In the Contract, except where the context otherwise requires—

'Accepted Latent Condition' has the meaning in Clause 12.1;

'Accessed Site' means those parts of the Site (if any):

(a) described in the Contract to be Accessed Site (if any);

(b) directed by the Superintendent to be Accessed Site at any time before or after they are made available to the Contractor under the Contract; or

(c) which have previously been handed over to the Principal following practical completion of the Works within them;

'Bill of Quantities' means a document named therein as a Bill of Quantities issued to tenderers by or on behalf of the Principal, stating estimated quantities of work to be carried out;

'Approved Security Provider' has the meaning in Clause 5.3;

'business day' means a day that is not a Saturday, Sunday, public holiday, special holiday or bank holiday in Queensland;

'Carbon Scheme' means any Legislative Requirements, principles of law or equity established by decisions of Australian Courts with respect to the production, emission, reduction, limitation, cessation, prevention, offsetting, removal or sequestration of greenhouse gas emissions, including any statutory emissions trading scheme, carbon pollution reduction scheme or carbon pricing scheme;
'Carbon Tax' means a tax the rate of which is set at least in part by reference to the emissions or potential emissions of any greenhouse gas;

'Chief Executive Officer' means, in respect of each of the parties, the person from time to time nominated by that party as the senior manager or executive officer of that party, who has authority to negotiate and settle any dispute on behalf of that party;

'Claim' means any claim by the Contractor for or entitlement of the Contractor to:

(a) extension of:
   (i) the time within which the Contractor must complete work under the Contract, or perform any obligation under or in connection with the Contract; or
   (ii) the Date for Practical Completion;
(b) adjustment to the Contract Sum or any other consideration payable by the Principal for work under the Contract;
(c) any costs, expenses, damages, liabilities or other amounts of whatever nature against the Principal, the Superintendent or any of the Principal’s employees, agents and contractors;
(d)(e) relief from any of the Contractor’s obligations or liabilities under the Contract; or
(e) any other right, remedy or claim,

whether under the Contract or otherwise at law or in equity (including under statute, in tort (including negligence) or for restitution);

'Competition Law' means the *Competition and Consumer Act 2010* (Cth) and the *Competition and Consumer Regulations 2010* (Cth);

'Confidential Information' includes:

(a) all information, data, documents, plans, specifications or other material (including commercially sensitive information and technical know-how) directly or indirectly disclosed or made available by or on behalf of the Principal to the Contractor in connection with the Contract;
(b) all notes and other records prepared by the Contractor based on or incorporating the information referred to in paragraph (a); and
(c) all copies of the information and those parts of the notes and other records referred to in paragraphs (a) and (b) above;

'Construction Documents' has the meaning Clause 8.1A;

'Constructional Plant' means appliances and things used in the execution of the work under the Contract but not forming part of the Works;

'Contract' means the agreement between the Principal and the Contractor;

'Contract Bill of Quantities' means the bills of quantities (if any) described in the Formal Instrument of Agreement as the Contract Bill of Quantities;

'Contract Schedule of Rates' has the meaning in the Formal Instrument of Agreement;

'Contract Schedule of Rates' means any schedule which the Contract expressly provides is included as part of the Contract which, in respect of any section or item of work to be carried out, shows the rate or respective rates of payment or cost for the execution of that work and which may also include lump sums, provisional sums, other sums, quantities and prices, excluding the Contract Bill of Quantities;

'Contract Sum' means—
(a) where the Principal accepted a lump sum, the lump sum;

(b) where the Principal accepted rates, the sum ascertained by calculating the products of the rates and the corresponding quantities in the Contract Bill of Quantities or Contract Schedule of Rates;

(c) where the Principal accepted a lump sum and rates, the aggregate of the sums referred to in paragraphs (a) and (b),

including provisional sums but excluding any additions or deductions which may be required to be made under the Contract;

'Contractor' means the person bound to execute the work under the Contract;

'Contractor's Management Plans' means the management plans relating to the matters listed in Annexure Part A or set out elsewhere in the Contract in respect of the work under the Contract which the Contractor is required to provide under Clause 14E;

'Contractor's Personnel' has the meaning given in clause 14.8;

'Contractor's Tender Information' has the meaning in Clause 8.10;

'Controlled Site' means those parts of the Site not comprising Accessed Site;

'Date of Acceptance of Tender' means:

(a) the date which appears on the notice in writing of acceptance of the tender; or

(b) if there has been no written notice of acceptance of tender, then the date the Contract is entered into by the parties;

'Date for Practical Completion' means—

(a) where the AnnexureAnnexure Part A provides a date for Practical Completion, 4.00pm on the date;

(b) where the AnnexureAnnexure Part A provides a period of time for Practical Completion, 4.00pm on the last day of the period,

but if any extension or reduction of time for Practical Completion is granted by the Superintendent or allowed in any arbitration or litigation, it means the date resulting therefrom;

'Date of Practical Completion' means—

(a) the date certified by the Superintendent 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;

'Defects Liability Period' means the period or periods referred to in clause 37;

direction' includes agreement, approval, authorization, certificate, decision, demand, determination, explanation, instruction, notice, order, permission, rejection, request or requirement;

'Drawings' means the drawings referred to in the Contract and any modification of such drawings notified to the Contractor by the Superintendent and includes such other drawings as may from time to time be supplied to the Contractor by the Superintendent, or the use of which has been permitted by the Superintendent or the Contract, for the purposes of the Contract;
'Environmental Requirement' means all permits, clearances, licences and other requirements related to the protection of the environment and applying in connection with the work under the Contract by any Legislative Requirement, any Government Approval, the Contractor's Management Plans;

'Exceptioned Risks' has the meaning in Clause 16.3;

'Existing Facilities' has the meaning in Clause 14H.2;

'Existing Improvements' means the existing improvements situated within, about or in the vicinity of the Site (whether constructed or coming into existence before or after the Date of Acceptance of Tender) and includes without limitation:

(a) any part of the Works comprising a Separable Portion from the time it reaches Practical Completion and is handed over to the Principal under the Contract; and

(b) roads, pavement, kerbs and other similar things;

(c) improvements with which the Works are to connect or otherwise integrate or into which the Works are to be installed;

'Further Construction Documents' has the meaning in Clause 8.1A;

'Government Approvals' includes:

(a) certificates, licences, consents, permits, approvals and requirements of organisations having jurisdiction in connection with the carrying out of, or use of, the work under the Contract; and

(b) certificates, licences, consents, permits and approvals relating to the completion, occupation or use of the Works;

including any certificate of classification or occupancy permit;

'Industrial Dispute' has the meaning in Clause 14.10;

'Latent Conditions' has the meaning in Clause 12.1;

'Legislative Requirement' means the requirements in Clause 14.1 (a)-(c);

'Licence and Competency Requirements' has the meaning in Clause 14.1A;

'Methodology and Resourcing Documents' means:

(a) the documents listed in Annexure Part A or described in the Contract as methodology and resourcing documents; and

(b) any methodology or resourcing list, plan, program, statement, outline, answered questionnaire or other document describing the methodology or resources to be applied or used by the Contractor in carrying out the work under the Contract (including any site management plan or plant and equipment list) provided by the Contractor in connection with its tender or the Contract and approved by the Principal or Superintendent,

excluding any document which forms part of the Contract;

'month' means calendar month;

'NGER Act' means the National Greenhouse and Energy Reporting Act 2007 (Cth) and any other legislation to the extent such legislation requires the reporting of information relevant to greenhouse gas emissions, energy production or energy consumption, together with all regulations, determinations and other instruments made under that Act or such legislation, as amended from time to time;

'Nominated Subcontractor' has the meaning given to it by Clause 10;
'Non-Profit Items' means:
(a) delay or disruption costs of the Contractor;
(b) fees or charges payable by the Contractor in connection with work under the Contract;
(c) items comprising Contractor's profit, attendance or on-Site and off-Site overhead; and
(d) items valued by the application of rates, prices or other amounts which include any amount for Contractor's profit, attendance or on-Site and off-Site overhead;

'Payments Act' means the Building and Construction Industry Payments Act 2004 (Qld);

'Performance Guarantee' has the meaning in Clause 5.10;

'Performance Requirements' has the meaning in Clause 3A;

'person' includes a firm or body corporate or unincorporate or an individual;

'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 Superintendent determines the Contractor has reasonable grounds for not promptly rectifying; and
   (iii) rectification of which will not prejudice the convenient use of the Works; and
(b) those tests and any commissioning which are required by the Contract to be carried out and passed before the Works reach Practical Completion have been carried out and passed to the satisfaction of the Superintendent; and
(c) documents and other information required under the Contract which, in the opinion of the Superintendent, are essential for the use, operation, occupation and maintenance of the Works have been supplied;
(d) all services, equipment and facilities have been certified by appropriate consultants as installed and having been performed in accordance with:
   (i) the Contract;
   (ii) Legislative Requirements and Government Approvals; and
   (iii) Work Standards;
(e) the Contractor has provided to the Superintendent:
   (i) all Government Approvals relating to, and necessary in connection with the carrying out or completion of the Works (other than those expressly required to be obtained by the Principal under the Contract); and
   (ii) satisfactory evidence that all relevant inspections and approvals required under any Legislative Requirement or any Government Approval have been completed and obtained;
(f) the Contractor has provided to the Superintendent each of the documents which the Contract requires to be submitted prior to Practical Completion;
(g) the Contractor has completed all training or instruction of employees or other nominees of the Principal required by the Contract (other than that expressed to be required after Practical Completion);
(h) the Contractor has cleaned the Site and removed all rubbish and surplus material from the Site;
(i) all keys and other security or locking devices relating to all parts of the Works have been delivered to the Principal; and

(j) any other conditions which the Contract requires to be satisfied prior to Practical Completion, have been satisfied;

'Pre-approved Subcontractor' has the meaning given to it by Clause 9.3B;

'Priced Contract Bill of Quantities' means the Contract Bill of Quantities priced and lodged by the Contractor with the Superintendent and corrected where necessary from time to time under Clause 4.3;

'Pricing Reference Document' means:

(a) any document described as a Pricing Reference Document in the Formal Instrument of Agreement or elsewhere in the Contract; and

(b) any other schedule of rates, schedule of prices, Contract Bill of Quantities or other breakdown of the Contract Sum or any part of the Contract Sum (whether prepared, completed or provided by the Principal or Contractor) (including where provided by the Contractor as part of its tender for work under the Contract) which is approved by the Superintendent as a Pricing Reference Document for the purposes of the Contract, but excluding any Contract Schedule of Rates or Contract Bill of Quantities (as defined in this Clause 2);

'Principal' means the Principal stated in the Annexure Part A;

'principal contractor' has the meaning in Clause 14.8;

'Principal-Supplied Information' means any information (whether written or otherwise) supplied or made available to the Contractor by or on behalf of the Principal before or after the Date of Acceptance of Tender (including without limitation Principal-Supplied Information identified in the Formal Instrument of Agreement) other than Relevant Documents or documents which comprise part of the Contract;

'Principal Supplied Material' has the meaning given to it by Clause 29.4;

'provisional sum' includes monetary sum, contingency sum and prime cost item;

'Schedule of Rates' means any schedule included in the Contract which, in respect of any section or item of work to be carried out, shows the rate or respective rates of payment for the execution of that work and which may also include lump sums, provisional sums, other sums, quantities and prices;

'Queensland Code' has the meaning given to it by Clause 14.11;

'Queensland Guidelines' has the meaning given to it by Clause 14J.1;

'Relevant Documents' means the agreements, licences, leases, easements, approvals, policies or other documents listed in the Formal Instrument of Agreement or provided at any time to the Contractor by or on behalf of the Principal as a relevant document for the purposes of the Contract (as they may be amended, from time to time);

'Services Dealings' has the meaning in Clause 14F;

'Separable Portion' means a portion of the work under the Contract described in the Contract as a Separable Portion or which the Superintendent has determined pursuant to Clause 35.4 shall be a Separable Portion;

'Separate Contractors' has the meaning given in Clause 27.2A;

'Selected Subcontractor' has the meaning in Clause 10.1;
‘Sequencing Requirements’ means the requirements for the timing or duration of various parts of the work under the Contract including constraints for the carrying out of work under the Contract and the sequence for the commencement and completion of various parts of work under the Contract or the Works, as provided for in the Contract (including Annexure Part H);

‘Site’ means the lands and other places to be made available and any other lands and places made available to the Contractor by the Principal for the purpose of the Contract;

‘Site Meetings’ has the meaning in Clause 27C;

‘Site Owner’ means any entity owning or having an interest in the Site or part of the Site, including each of the entities set out in Annexure Part A;

‘Specification’ means the specification in the Formal Instrument of Agreement and all specifications listed in that Specification as Contract Documents referred to in the Contract and any modification of such specification or additional specification thereafter directed or the use of which has been permitted by the Contract or by the Superintendent pursuant to powers contained in the Contract;

‘subcontractor’ means any person engaged by the Contractor to carry out any part of the work under the Contract including a Pre-approved Subcontractor, Selected Subcontractor or Nominated Subcontractor but excluding an employee of the Contractor;

‘Superintendent’ means the person stated in the Annexure Part A as the Superintendent or other person from time to time appointed in writing by the Principal to be the Superintendent and notified as such in writing to the Contractor by the Principal and, so far as concerns the functions exercisable by a Superintendent's Representative, includes a Superintendent's Representative;

‘Superintendent's Representative’ means a person appointed in writing by the Superintendent under Clause 24;

‘Temporary Works’ means works used in the execution of the work under the Contract but not forming part of the Works;

‘Testing’ includes examine, measure and commission;

‘Work Health and Safety Law’ means any Legislative Requirement, principles of law or equity established by decisions of Australian courts or requirements of persons acting in the exercise of statutory powers relating to health and safety, including the Work Health and Safety Act 2011 (Qld) and the Work Health and Safety Regulation 2011 (Qld);

‘Work Health and Safety Requirements’ means:

(a) any Work Health and Safety Law; and

(b) the requirements of:

(i) Relevant Documents;

(ii) Work Standards;

(iii) the Contractor's Management Plans;

(iv) any manufacturer's recommendations associated with any equipment or materials to be used for the purposes of carrying out the work under the Contract or to be installed as part of the work under the Contract; or

(v) any other provisions of the Contract, relating to health and safety;

‘Work Standards’ means:

(a) industry standards, codes, practices and guidelines;
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(b) Australian Standards, and where Australian Standards do not apply, British Standards
and where British Standards do not apply, ICE Standards;

d) good engineering practice;

e) any standards as to the performance of the work under the Contract required by the
Contract;

'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 and Principal Supplied Material and any other work reasonably necessary
for or inferred from the work expressly referred to in the Contract;

'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 (including without limitation any plant and material to be supplied by the
Contractor under the Contract, and to become the property of the Principal, whether or not
intended by the Contract to be affixed to the Site and the Principal Supplied Material).

 NOTE: In addition to these definitions, some terms, specific to a clause, are defined in that clause.
 Refer to the Index.

The clause headings and sub-clause headings in the General Conditions of Contract shall not
form part of the General Conditions of Contract and shall not be used in the interpretation of
the Contract.

Words in the singular include the plural and words in the plural include the singular,
according to the requirements of the context.

Words importing a gender include every gender.

Nothing in this Contract shall be interpreted against a party solely on the ground that the party
put forward the Contract or a relevant part of it.

Mentioning anything after includes, including, for example or similar expressions does not
limit what else may be included.

A reference to legislation or to a provision of legislation includes a modification or re-
enactment of it, a legislative provision substituted for it and a regulation or statutory
instrument issued under it.

A reference to an agreement or document (including a reference to this Contract) is to the
agreement or document as amended, supplemented, novated or replaced, except to the extent
prohibited by this Contract or that other agreement or document.

A reference to a person includes a corporation, trust, partnership, unincorporated body or
other entity whether or not it comprises a separate legal entity.

A reference to writing includes any means of representing or producing words, figures,
drawings or symbols in a visible tangible form.

Unless otherwise stated, a reference to a clause, schedule or annexure is a reference to a
clause of or schedule or annexure to this Contract.

3 NATURE OF CONTRACT

3.1 Performance and Payment

The Contractor shall execute and complete the work under the Contract.
The Principal shall pay the Contractor—

(a) for work for which the Principal accepted a lump sum, the lump sum;
(b) for work for which the Principal accepted rates, the sum ascertained by multiplying the measured quantity of each section or item of work actually carried out under the Contract by the rate accepted by the Principal for the section or item, adjusted by any additions or deductions made pursuant to the Contract.

3.1A Acknowledgement by Contractor

The Contract Sum and any rates or prices to be applied in calculating the Contract Sum and rates or prices in any approved Contract Schedule of Rates or Contract Bill of Quantities (together with any additions or deductions expressly provided for by the Contract):

(a) include all costs, expenses, fees and charges incurred by the Contractor in performing all its obligations under the Contract;
(b) include any items of work (including the supply of any labour, materials or other items not specified in the Contract) which are reasonably inferred or are reasonably necessary for the proper completion of the Works;
(c) include the Contractor's profit, attendance, preliminaries, supervision, on-Site and off-Site overheads in connection with the performance of all of its obligations under the Contract; and
(d) will not be subject to any rise and fall in costs of materials or labour or otherwise, foreign exchange adjustment or any other adjustment for any reason, except to the extent expressly provided by the Contract.

3.1B Obligations to Benefit Site Owner

The Contractor:

(a) also indemnifies the Site Owner in the terms of all indemnities given by the Contractor to the Principal under the Contract (including without limitation the indemnity set out in clause 17.1);
(b) shall ensure that if policies of insurance are required to be effected by the Contractor under clauses 18, 18B, 19 or 20 of the Contract, those insurances are also effected in the name of each entity comprising the Site Owner, as a separate insured party;
(c) shall ensure all warranties to be provided by the Contractor under clause 29A also name the Site Owner as an additional party benefiting from the warranties;
(d) warrants to the Site Owner that the work under the Contract shall be carried out in accordance with and to the standard required by the Contract;
(e) agrees for the purposes of section 55 of the Property Law Act 1974 (Qld):

(i) the Site Owners each comprise a “beneficiary”; and
(ii) each of the Site Owners may accept the benefit of this Clause at any time by notice in writing to the Contractor;
(f) shall indemnify and keep indemnified the Principal and its employees and agents against all claims, demands, actions, costs (including legal costs) or other liability arising from or connected with any claims by any Site Owner (or any person claiming through any Site Owner) arising from or contributed to by:

(i) breach of the Contract by the Contractor; or
any act or omission of the Contractor or its employees or subcontractors in connection with the carrying out of the work under the Contract.

3.2 Quantities

Quantities in a Contract Bill of Quantities or Contract Schedule of Rates are estimated quantities only and the Principal makes no warranty as to the accuracy of the quantities.

A direction shall not be required to be given by the Superintendent by reason of the actual quantity of an item required to perform the Contract being greater or less than the quantity shown in the Contract Bill of Quantities or Contract Schedule of Rates.

3.3 Adjustment for Actual Quantities—Contract Schedule of Rates

Where otherwise than by reason of a direction of the Superintendent to vary the work under the Contract, the actual quantity of an item required to perform the Contract is greater or less than the quantity shown in the Contract Schedule of Rates—

(a) where the Principal accepted a lump sum for the item, the difference shall be valued under Clause 40.5 as if it were varied work directed by the Superintendent as a variation; the Contractor shall carry out the actual items or quantities required to comply with the Contract and the Contractor shall not be entitled to any Claim; and

(b) where the Principal accepted a rate for the item:

(i) the rate shall apply to the greater or lesser quantities provided that where limits of accuracy are stated in the Annexure Part A the rate shall apply to the greater or lesser quantities within the limits; and

(ii) quantities outside the limits of accuracy stated in Annexure Part A (if any) shall be valued under Clause 40.5 as if they were varied work directed by the Superintendent as a variation (to the extent they are outside the limits of accuracy); and

(iii) the Contractor shall otherwise have no other Claim in connection with the difference.

If a Contract Schedule of Rates forming part of the Contract omits an item which should have been included, the omitted item shall be taken to be included in items (determined by the Superintendent) which are included and the Contractor shall have no Claim, valued under Clause 40.5 as if it was extra work directed by the Superintendent as a variation.

3A Contractor’s Warranties and Obligations

(a) Without limiting any other obligation of the Contractor, where any Contract Documents comprise or include performance specifications or requirements applying to the Works (‘Performance Requirements’):

(i) the Contractor shall ensure that in:

(A) carrying out the work under the Contract; and

(B) making any selection of any materials, goods, plant or equipment in relation to carrying out the work under the Contract,

the Performance Requirements are satisfied or complied with;

(ii) the Contractor shall ensure that all materials used in the carrying out of the work under the Contract whether or not nominated in, or required by, the Contract are adequate for, and satisfy, the Performance Requirements.

(b) Without limiting any other obligation of the Contractor, the Contractor:
(i) is solely responsible for the management, construction and completion of the Works in accordance with the provisions of the Contract;

(ii) is responsible for the timely progression, evaluation and monitoring of the progress of the Works including:
   (A) issues of constructability; and
   (B) the proper sequencing and timely management of all activities, supplies, materials and resources to coincide with the requirements of the construction program;

(iii) must engage (and ensure its subcontractors engage) only suitably qualified, trained and competent personnel for the proper performance of the Works and supply those personnel with all appropriate apparel and safety equipment;

(iv) is responsible for managing all industrial relations issues arising in connection with the performance of the Works and must implement appropriate policies and procedures to minimise the risk of industrial issues and disputes;

(v) except where the Contract expressly requires or the Superintendent directs otherwise, the Contractor must not do or cause or allow to be done any act or thing that would:
   (A) place the Principal in breach of any Legislative Requirement or Government Approval;
   (B) cause any damage to any property including the Existing Improvements;

(vi) must co-ordinate and maintain all necessary control of traffic on or in the vicinity of the Site.

(c) Without limiting any other provision of the Contract, the Contractor warrants to the Principal that:

(i) it shall carry out and construct the Works in accordance with the Contract Documents:
   (A) in a manner and to a quality required by the Contract and commensurate with the purpose of the Works; and
   (B) using the materials required by the Contract, or failing any specific description of a material in the Contract, then materials of the best quality available which are of merchantable quality and fit for their purpose;

(ii) it will supply and execute items not expressly mentioned in the Contract but which are necessary or reasonably inferred for the satisfactory completion and performance of the Works;

(iii) it will furnish efficient business administration, supervision and an adequate supply of workers and materials and perform its obligations in the best way and in the most expeditious and economical manner consistent with the best interests of the Principal.

(d) Without limiting the generality of this Clause the Contractor warrants to the Principal that the Contractor and all persons engaged by the Contractor to perform any part of the work under the Contract at all times shall be suitably qualified (including without limitation with all necessary licences, certificates and registration) and experienced, and shall exercise due skill, care and diligence in the execution and completion of work under the Contract.
4. **CONTRACT BILL OF QUANTITIES**

4.1 **Purpose of the Contract Bill of Quantities**

*Alternative 1*

A Bill of Quantities forms part of the Contract only to the extent provided in the Contract.

*Alternative 2*

A Bill of Quantities shall not form part of the Contract.

*Alternative 3*

A Bill of Quantities forms part of the Specification.

No bill of quantities (priced or unpriced) other than a Contract Bill of Quantities shall form part of the Contract and the Contractor will not be entitled to any adjustment to the Contract Sum or other Claim whatever in connection with any bill of quantities (priced or unpriced) whether provided by the Contractor or the Principal (including any error, omission, discrepancy or ambiguity) and Clauses 4.2, 4.3 and 4.4 shall not apply to any bill of quantities (other than a Contract Bill of Quantities).

4.2 **Pricing and Lodgement**

Where there is a Contract Bill of Quantities:

(a) all items included in the Contract Bill of Quantities shall be priced and extended by the Contractor and the prices as extended shall, on addition, equal the sum accepted by the Principal for the execution of the whole of the work to which the Contract Bill of Quantities relates;

(b) the Contractor shall lodge the Contract Bill of Quantities so priced and extended with the Superintendent before the expiration of the time for lodgement stated in the Annexure or such further time as may be directed by the Superintendent from time to time;

(c) notwithstanding any other provision of the Contract, the Contractor shall not be entitled to claim any payment until the Contractor has lodged the Contract Bill of Quantities so priced and extended.

4.3 **Errors in Pricing**

Any errors in extension or addition, or both, or correction of incorrect or inconsistent rates or prices (including the insertion of rates or prices wrongly omitted and the deletion of rates or prices wrongly included) discovered by the Principal or the Contractor in the Priced Contract Bill of Quantities shall be notified to the Superintendent in writing by the party making the discovery and corrected in a manner agreed between the Contractor and the Superintendent or, in the event of failure to agree, as determined by the Superintendent so that the total of all items in the Priced Contract Bill of Quantities continues to equal the sum accepted by the Principal for the execution of the whole of the work to which the Contract Bill of Quantities relates.

4.4 **Errors in Bills of Quantities**

If the Contract Bill of Quantities is in error in that it—

(a) contains an incorrect quantity in relation to any item included therein; or

(b) contains an item which should not have been included therein; or

(c) omits an item which should have been included therein;
then—

(i) in the case of Clause 4.4(a) where the item is deficient in quantity or in the case of Clause 4.4(c)— upon application in writing to the Superintendent by the Contractor; and

(ii) in the case of Clause 4.4(a) where the item is excessive in quantity or in the case of Clause 4.4(b)— upon notification in writing to the Contractor by the Superintendent,

the lump sum accepted by the Principal for the execution of the whole of the work to which the Contract Bill of Quantities relates shall except when the value of the error is less than $400, be adjusted by such amount as is required to correct the error, determined in the manner provided by Clause 40.5 for the valuation of variations as if the correction were a variation under Clause 40.

The Contract Bill of Quantities shall be deemed to be in error as aforesaid to the extent that the items and quantities included in it differ from those required for the execution of the Works in accordance with the drawings and specification referred to in the Contract, measured in accordance with the method of measurement evidenced by the Contract.

4.5 Pricing Reference Documents

(a) No Pricing Reference Document shall:

(i) be taken to form part of the Contract;

(ii) be taken to define the extent of work under the Contract; or

(iii) give rise to any basis for a Claim by the Contractor.

(b) Subject to paragraph (a) and (c), a Pricing Reference Document may be used by the Superintendent for the purposes of:

(i) valuations under Clause 40.5;

(ii) certifying progress payments under Clause 42.1; or

(iii) otherwise making determinations pursuant to the Contract, to the extent the Superintendent, in its discretion, decides to do so.

(c) The parties agree that:

(i) any Pricing Reference Document prepared by or on behalf of the Principal and made available to the Contractor for any purpose in connection with the Contract shall be 'Principal-Supplied Information';

(ii) the Principal may (at any time) request the Contractor to, and the Contractor shall provide more detailed breakdowns of any prices, rates, quantities or items contained in any Pricing Reference Document;

(iii) without limiting Clause 8.3A, the Contractor shall be taken to have satisfied itself in all respects as to the quantities or estimated quantities set out in any Pricing Reference Document; and

(iv) the Contractor shall have no Claim arising from or in connection with the quantities or estimated quantities in any Pricing Reference Document differing from the actual quantities of work under the Contract.
Except to the extent a Pricing Reference Document expressly provides otherwise, each individual rate or price for any item of work included in the Pricing Reference Document will:

(i) be taken to include all costs associated with the relevant item and all the Contractor's preliminaries, supervision, overhead (off-Site and on-Site) and profit relating to that item;

(ii) not be subject to rise and fall, foreign exchange adjustment or any other adjustment whatever; and

(iii) be taken to apply to any quantity of the relevant item (whether or not that quantity differs from the quantity (if any) stated in the Pricing Reference Document).

5 SECURITY, RETENTION MONEYS AND PERFORMANCE UNDERTAKINGS

5.1 Purpose
Security, retention moneys and performance undertakings are for the purpose of ensuring the due and proper performance of the Contract.

5.2 Provision of Security
If it is provided in the Annexure Part A that a party shall provide security then the party shall provide security in the amount stated in the Annexure Part A and in accordance with this Clause.

5.3 Form of Security
The security shall be in the form of cash, bonds or inscribed stock issued by the Australian Government or the Government of a State or Territory of Australia, interest bearing deposit in a trading bank carrying on business in Australia, an approved unconditional undertaking given by an approved financial institution or insurance company, or other form approved by the party having the benefit of the security (in its absolute discretion).

The party having the benefit of the security shall have a discretion to approve or disapprove of the form of an unconditional undertaking and the financial institution or insurance company giving it or other form of security offered. The form of unconditional undertaking attached to these General Conditions is approved.

The financial institution must be a security provider which is an approved security provider under the Financial and Performance Management Standard 2009 (Qld) ('Approved Security Provider').

Where Annexure Part A specifies the form of security (including class of security provider), the security must comply with Annexure Part A.

If the security is not transferable by delivery, it shall be accompanied by an executed transfer or such other documentation as is necessary to effect a transfer of the security. The costs (including all stamp duty or other taxes) of and incidental to the transfer and retransfer, shall be borne by the party providing the security.

5.3A Change of Approved Security Provider Rating
If security provided by the Contractor under this Clause 5 is given by any entity who ceases at any time to be an Approved Security Provider the Contractor shall, within 14 days of the security provider ceasing to be so approved provide to the Principal a replacement security from an entity which is approved and otherwise complying with the requirements of this
Clause 5.3A. Such replacement security shall be taken to be security required to be provided under Clause 5.2.

5.3B Adjustment of Security

Within 14 days after any date (prior to the reduction of security in accordance with Clause 5.7) on which the value of security held by the Principal under Clause 5.3 falls for any reason below the amount equal to 0.5 percent less than the value of security required under Clause 5.2, the Contractor shall provide to the Principal such additional security (in the form required by Clause 5.3) as is necessary to ensure the Principal holds security of a value being not less than the amount required under Clause 5.2.

5.4 Time for Lodgement of Security

Security shall be lodged within 28 days of the Date of Acceptance of Tender.

5.4A No Payment Claim Until Security Lodged

The Contractor's full compliance with its obligation to lodge security under Clause 5.4 or Clause 5.3A and its obligation under Clause 5.10 to provide a Performance Guarantee (if applicable) shall be a condition precedent to the Contractor being entitled to access the Site or to submit any claim for payment under the Contract at any time.

5.5 Recourse to Retention Moneys and Conversion of Security

A party may have recourse to retention moneys and/or cash security and/or may convert into money security that does not consist of money where—

(a) the party has become entitled to exercise a right under the Contract in respect of the retention moneys and/or security; and

(b) the party has given the other party notice in writing for the period stated in the Annexure Part A, or if no period is stated, five days of the party's intention to have recourse to the retention moneys and/or cash security and/or to convert the security; and

(c) the period stated in the Annexure Part A or if no period is stated, five days has or have elapsed since the notice was given.

5.6 Substitution of Security for Retention Moneys

The Contractor shall be at liberty at any time to provide in lieu of retention moneys, security in any of the forms permitted in Clause 5.3. To the extent that such security is provided, the Principal shall not deduct retention moneys and shall forthwith release retention moneys.

5.6 No Substitution of Security for Retention Moneys

Unless otherwise agreed by the Principal (at its absolute discretion), the Contractor may not provide alternate security in lieu of retention moneys and is not entitled to a release of retention moneys if alternate security is provided to the Principal.

5.6.7 Reduction of Security and Retention Moneys

Upon issue of the Certificate of Practical Completion, the Principal's entitlement to security and retention moneys shall be reduced to the percentage thereof stated in the Annexure Part A or, if no percentage is stated, to 50 per cent thereof.

Subject to the first paragraph of Clause 5.7, if in the opinion of the Superintendent it is reasonable to further reduce the Principal's entitlement to security and retention moneys, that
entitlement shall be reduced to the amount which the Superintendent determines to be reasonable, if the Principal consents in its absolute discretion.

The Principal shall, within 14 days of the Superintendent making such a determination and the Principal so consenting, release security and retention moneys in excess of the entitlement.

5.75.8 Release of Security

If the Contractor has provided additional security pursuant to Clause 42.4, the Principal shall release that additional security within 14 days of the incorporation into the Works of the unfixed plant or materials in respect of which the additional security was furnished.

If the Principal has provided security, then when the Contractor has been paid all moneys finally due to the Contractor under the Contract or a Separable Portion, the Contractor shall release the security lodged by the Principal in respect of the Contract or the Separable Portion, as the case may be.

If the Contractor has provided security, then the Principal shall release it when required by Clause 42.8.

5.8A Conversion of Security

Despite any other provision of the Contract, where either party:

(a) holds security that does not consist of money;

(b) may cease to retain the benefit of that security due to any event (including by reason of the expiry of the security in accordance with its terms); and

(c) is entitled by the Contract to retain the security until a date after it will cease to have the benefit of the security or reasonably determines that it has, or is likely to have, a claim against the security under or in connection with the Contract which will not have been satisfied or resolved prior to it ceasing to retain the benefit of the security,

that party may immediately convert the security to cash (without notice to the Contractor) and continue to hold that cash as if it were security provided by the other party under the Contract but without being liable to any other Claim by the other party (including for any interest accruing on the cash resulting from the conversion of the security).

5.8B Retention of Security

Despite any other provision of the Contract:

(a) a party holding security or retention moneys may continue to hold security or retention moneys where the Contract may otherwise require it to be released or after termination of the Contract for any reason, to the extent of any bona fide claim by the party under or in connection with the Contract (whether liquidated or otherwise and whether or not the party is at that time entitled to use the security to recover the amount claimed);

(b) where the Contract is terminated by reason of the Contractor repudiating the Contract, being in substantial breach of the Contract (including a breach referred to in Clause 44.2A) or having an event referred to in Clause 44.11 occur in respect of it, the Principal may immediately recourse and apply security or retention moneys after termination in respect of any claim to money which the Principal may have against the Contractor whether for damages (including liquidated damages) or otherwise;

(c) where the Contract is terminated in circumstances other than those referred to in paragraph (b), the Principal may recourse and apply security or retention moneys after termination in respect of any amount which the Contractor fails to pay which becomes due to the Principal within the agreed period for payment or if no period is agreed, within 14 days; and
(d) without limiting paragraph (a), where Practical Completion is awarded however the Superintendent determines that there are any omissions or incomplete items of work under the Contract, the Principal may retain 50 percent of the unconditional bank undertaking referred to in Annexure Part A until the Superintendent is satisfied and certifies to the Principal that the omissions or incomplete items have been rectified or completed, following which the Principal will, subject to the provisions of the Contract, return 50 percent of the unconditional bank undertaking to the Contractor in accordance with the requirements of clause 5.7 within 14 days.

5.85.9 Interest on Security and Retention Moneys

Alternative 1

A party holding retention moneys and/or cash security shall forthwith deposit the moneys in an interest bearing account in a bank. That party shall nominate the bank and the type of account. The account shall be in the joint names of the Principal and the Contractor and shall be one from which moneys can only be drawn with the signatures of two persons, one appointed by each of the Principal and the Contractor. The moneys shall be held until the Principal or the Contractor is entitled to receive them.

Interest earned on security lodged by the Contractor and on retention moneys belongs to the Contractor. Interest earned on security lodged by the Principal belongs to the Principal.

Upon the Principal or the Contractor becoming entitled to receive any moneys, including interest in the account, the other party shall forthwith have that party’s appointee sign all documentation necessary to withdraw the moneys and shall give the signed documentation to the other party.

Alternative 2

A party holding retention moneys or cash security shall own any interest earned on the retention moneys or security. Except where retention moneys or cash security are held by a government department or agency or a municipal, public or statutory authority, retention moneys or cash security shall be held in trust by the party holding them for the other party until the Principal or the Contractor is entitled to receive them.

Despite any other provision of the Contract, security which is cash or retention moneys held by the Principal shall not be held in trust.

5.10 Deed of Guarantee, Undertaking and Substitution

Where—

(a) a party is a corporation that is related to or is a subsidiary of another corporation as defined in the Corporations Law as amended from time to time; and

(b) the Principal has included in the tender documents a form of Deed of Guarantee, Undertaking and Substitution;

that party shall, if requested by the other party in writing within 7 days after the Date of Acceptance of Tender lodge with the other party within 14 days after that request having been made a Deed of Guarantee, Undertaking and Substitution in the form included in the tender documents duly executed by the first party and that other corporation for the performance of the obligations and the discharge of the liabilities of the first party under the Contract.

For the purpose of Clause 5.10, the terms ‘corporation’ and ‘subsidiary’ have the meanings defined in the Corporations Law.
5.10 Performance Guarantee

If Annexure Part A provides that a Performance Guarantee is required, or the Principal during the tender process notifies that a Performance Guarantee is required, the parties agree:

(a) the Contractor shall lodge with the Principal prior to commencing work on the Site and in any event no later than 14 days of the Date of Acceptance of Tender, the Performance Guarantee annexed as Annexure Part D executed by the Contractor’s ultimate holding company (as that term is defined in the Corporations Act 2001 (Cth)); and

(b) the Contractor’s full compliance with its obligations under paragraph (a) shall be a condition precedent to the Contractor being entitled to make a payment claim or receive any payment under the Contract at any time.

6 EVIDENCE OF CONTRACT

6.1 Contract in Absence of Formal Instrument of Agreement

Unless a Formal Instrument of Agreement is executed by the parties, the agreement in writing between the parties for the execution of the work under the Contract, including documents or parts of documents to which reference may properly be made to ascertain the rights and obligations of the parties, shall evidence the Contract.

6.2 Formal Instrument of Agreement

Unless a Formal Instrument of Agreement has already been executed by the parties, if the conditions of tender require a Formal Instrument of Agreement, the Principal shall prepare in duplicate a Formal Instrument of Agreement and shall, within 28 days after the Date of Acceptance of Tender, forward it to the Contractor with a request that it be executed.

Within 14 days after being requested in writing by the Principal so to do, the Contractor shall execute both copies of the Formal Instrument of Agreement in the manner directed in writing by the Principal and return them to the Principal.

Within 14 days after receipt from the Contractor of the two copies of the Formal Instrument of Agreement duly executed by the Contractor, the Principal shall execute both copies, have them stamped (unless they are exempt from duty) and forward one copy to the Contractor.

The Superintendent may extend the periods under Clause 6.2 by notice in writing to the parties.

The Principal shall bear the cost of any stamp duty payable on the Contract. The Contractor shall pay or reimburse the Principal for stamp duty (if any) that may be payable in respect of the Contract or any retention moneys, security or performance undertakings required under the Contract.

7 SERVICE OF NOTICES

A notice to be given under the Contract shall be deemed to have been given when it is received by the person to whom it is addressed or is delivered to the address of that person stated in the Contract or last communicated in writing by that person to the person giving the notice, whichever is the earlier.

The Principal, the Contractor and the Superintendent shall each notify the others of a change of address. The Contractor must maintain an address for service of documents in Australia for the duration of the Contract.

Without limiting the generality of 'notice', it includes a document.
Any notice given to the Contractor’s representative (identified in a notice to the Superintendent under Clause 25) shall be deemed to have been given to the Contractor.

Notices may be given under this Clause 7 by facsimile and shall be taken to have been received upon completion of a successful transmission to the recipient, but if a facsimile is transmitted after 5.00pm (at the place of receipt) it shall be deemed to have been received on the next day.

Notices may not be given by email or similar electronic transmissions.

8 CONTRACT DOCUMENTS

8.1 Discrepancies

The several documents forming the Contract are to be taken as mutually explanatory of one another. If either party discovers any inconsistency, ambiguity, or discrepancy or inadequacy in or between any documents forming part of the Contract or relevant to the carrying out of the work under the Contract or completion of the Works, that party shall notify the Superintendent in writing of the inconsistency, ambiguity, or discrepancy or inadequacy. In the event of an ambiguity or discrepancy being discovered and brought to the attention of the Superintendent, or discovered by the Superintendent, the Superintendent shall direct the Contractor as to the interpretation to be followed by the Contractor in carrying out the work. The Contractor shall request and comply with the Superintendent’s direction as to the interpretation and construction to be followed in respect of the inconsistency, ambiguity, discrepancy or inadequacy and the parties agree that unless otherwise directed by the Superintendent:

(a) where the inconsistency, ambiguity, discrepancy or inadequacy relates to the required quality or standard of work under the Contract or the Works or the extent of the Contractor’s obligations under the Contract, the Contractor shall comply with the highest quality or standard specified or perform the more onerous obligation;

(b) where paragraph (a) does not apply and the inconsistency, ambiguity or discrepancy is between any documents forming part of the Contract, the documents shall be given precedence in accordance with the Formal Instrument of Agreement;

(c) where neither paragraphs (a) nor (b) applies and the inconsistency, ambiguity or discrepancy is between figured and scaled dimensions, figured shall prevail over scaled dimensions;

(d) where none of paragraphs (a), (b) nor (c) applies, the Contractor shall request and comply with the Superintendent’s direction as to the interpretation and construction to be followed in respect of the inconsistency, ambiguity, discrepancy or inadequacy.

Subject to Clause 8.1A, if compliance with any direction under this Clause 8.1 (other than a direction to comply with any of paragraphs (a) to (c) above or with any other provision of the Contract relating to the resolution of discrepancies) causes the Contractor to incur more or less cost than otherwise would have been incurred had the direction not been given, the difference shall be valued under Clause 40.5 and the Contractor shall be entitled to claim an extension of the Date for Practical Completion subject to the terms of the Contract, but the Contractor shall not be entitled to any other Claim.

If the direction 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.

8.1A Claims for Discrepancies

The Contractor agrees:
(a) it has reviewed all documents forming part of the Contract and all documents relevant to the carrying out of the work under the Contract or completion of the Works provided or made available to the Contractor prior to the Date of Acceptance of Tender ('Construction Documents'); and

(b) it will immediately upon receipt by it of any further documents relevant to the carrying out of the work under the Contract or completion of the Works ('Further Construction Documents') carry out a review of the Further Construction Documents, for the purposes of satisfying itself that there are no inconsistencies, ambiguities, discrepancies or inadequacies in the Construction Documents and Further Construction Documents.

Despite any other provision of the Contract, the Contractor shall have no Claim arising from any inconsistency, ambiguity, discrepancy or inadequacy in:

(c) Construction Documents or any direction given by the Superintendent under this Clause 8 in relation to the Construction Documents; or

(d) Further Construction Documents or a direction given by the Superintendent under this Clause in relation to Further Construction Documents unless the Contractor has notified the Superintendent of the inconsistency, ambiguity, discrepancy or inadequacy within 14 days after receipt by the Contractor of the Further Construction Documents and before the Contractor relies on the Further Construction Documents in connection with the carrying out of the work under the Contract.

8.2 Not Used Dimensions

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

8.3 Supply of Documents by Principal

The Principal shall supply to the Contractor the number of copies stated in the Annexure Part A, or if no number is stated, then 5 copies of the Drawings, Specification, Contract Bill of Quantities (if any) 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.

8.3A Principal-Supplied Information

The Contractor agrees:

(a) unless the Principal expressly agrees otherwise in writing, any Principal-Supplied Information:

   (i) has been or will be provided only for the Contractor's convenience; and
   (ii) has not been and will not be relied upon by the Contractor for any purpose (including entering into the Contract or performing its obligations under the Contract);

(b) the Principal does not:

   (i) assume any responsibility or duty of care in respect of; or
   (ii) warrant, guarantee or make any representation as to, the Principal-Supplied Information (including its accuracy, completeness or adequacy for the purposes of the Contract);
(c) the Principal shall not be liable to the Contractor in contract, tort, equity, under statute or otherwise arising from or in connection with the Principal-Supplied Information, the provision of the Principal-Supplied Information or the non-provision of any other information by the Principal;

(d) the Contractor shall have no Claim arising from or in connection with the inaccuracy, incompleteness or inadequacy of the Principal-Supplied Information or the non-provision of any other information by the Principal;

(e) the Contractor must:

(i) not rely upon (or allow any other person to rely upon) the Principal-Supplied Information for or in connection with the carrying out of work under the Contract until it has satisfied itself as to the accuracy, completeness and adequacy of the Principal-Supplied Information; and

(ii) indemnify the Principal against any claims or liability arising from or in connection with the Contractor failing to satisfy itself in accordance with paragraph (i);

(f) without prejudice to paragraph (a), it has by its own independent enquiries satisfied itself as to and taken into account any matter or thing disclosed by any Principal-Supplied Information relevant to the carrying out of the work under the Contract; and

(g) it has reviewed and taken into account any Principal-Supplied Information relating to any hazards or risks relating to the Site in respect of its performance of its workplace health and safety and principal contractor obligations.

8.4 Supply of Documents by Contractor

If the Contract requires the Contractor to supply documents, the Contractor shall supply the number of copies stated in the Annexure Annexure Part A or, if no number is stated, 5 copies.

If the Contractor submits documents to the Superintendent, then—

(a) the Superintendent or the Principal shall not be bound to check the documents for errors, omissions or compliance with the requirements of the Contract—

(b) notwithstanding the provisions of Clause 23, the Superintendent's approval shall not relieve the Contractor from responsibility for the Contractor's errors or omissions or compliance with the requirements of the Contract;

(c) if the Contract, including Annexure Part A, provides that the Contractor must obtain the Superintendent's direction whether documents are suitable or are not suitable then the Contractor must do so before giving effect to the document in carrying out the work under the Contract within the time stated in the Annexure Annexure Part A (or if no time is stated then within 14 days) after receipt of the documents, the Superintendent shall notify the Contractor that the documents are suitable or are not suitable;

(d) if the Superintendent notifies the Contractor that the documents are not suitable, the Superintendent shall give reasons why the documents are not suitable and the Contractor shall submit new or amended documents for the Superintendent's direction under this Clause;

(e) the Superintendent shall not reject documents which are in accordance with the requirements of the Contract.
Copies of documents supplied by the Contractor shall be the property of the Principal and may, but shall not be used or copied otherwise than for the completion, use, maintenance, upgrade or alteration of the Works or otherwise in connection with any matter relating to or dealing with the Works.

The Contractor must ensure that any documents supplied by the Contractor to the Superintendent or the Principal clearly state the revision number of each document and highlight all changes made from the previous revision of that document.

8.4A Purpose of Principal's or Superintendent's Consent

Notwithstanding the provisions of clauses 8.4 and 23, the parties acknowledge and agree that:

(a) the intent of the requirements of the Contract for the Principal or Superintendent to give their approval, consent or direction (including as to suitability) in respect of documents is to give the Principal or Superintendent an opportunity to monitor the Contractor's compliance with its obligations under the Contract;

(b) an approval, consent or direction (including as to suitability) given by the Principal or the Superintendent shall not relieve the Contractor from responsibility for the Contractor's errors or omissions or compliance with the requirements of the Contract; and

(c) nothing in this Clause shall affect the Principal's or Superintendent's right to direct a variation to the work under the Contract at any time subject to the provisions of clause 40.

8.5 Availability of Documents

Whilst work under the Contract is being performed, one complete set of Drawings, Specification and other written information supplied by the Principal, the Superintendent 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 Superintendent and any persons nominated in writing by either of them.

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 Superintendent and any person nominated in writing by either of them.

8.6 Confidential Information

The Contractor shall ensure that Confidential Information is not disclosed to any third party except with the prior agreement of the Principal.

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.

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

Without limiting its other obligations under this Clause, the Contractor must not:

(a) disclose to any person; or

(b) use for any purpose other than the carrying out of the work under the Contract.
any of the contents of the Contract or any other information obtained by the Contractor in the course of or in connection with it carrying out the work under the Contract unless:

(c) the Principal has given its prior consent in writing;

(d) required by law;

(e) a party's ultimate holding company is required to guarantee the obligations of the Contractor under this Contract and that company has a need to know the information in connection with this Contract and has assumed in favour of the Principal an obligation to keep the information confidential; or

(f) a party's advisers have a need to know the information in connection with this Contract and have assumed in favour of the Principal an obligation to keep the information confidential.

The Contractor's obligations under this Clause continue to apply after the issue of a Final Certificate or termination of the Contract for any reason (whether or not the Contractor signs a separate agreement under this Clause).

8.7 Media Releases

The Contractor shall not issue any information, publication, document or article for publication concerning the project in any media without prior express written approval of the Principal, which approval shall not be unreasonably withheld except to the extent the publication is required by a Legislative Requirement or to comply with the applicable rules of any relevant stock exchange. The Contractor shall refer to the Principal any enquiries concerning the project from any media.

The Contractor shall ensure that it, its employees, its subcontractors and their employees:

(a) direct all enquiries which it may receive in respect of the work under the Contract, the Works, the Site or the Principal from the media, government officers or representatives of any outside organisations to the Principal; and

(b) do not make any statements to the media, government officers or to outside organisations in respect of matters concerning the work under the Contract, the Works, the Site or the Principal without the prior express written consent of the Principal.

8.8 Delivery of Documents and other Deliverables Before Practical Completion

The Contractor must deliver to the Superintendent before Practical Completion each of the documents and other deliverables listed in Annexure Part A.

8.9 Delivery of Documents and other Deliverables After Practical Completion

The Contractor must deliver to the Superintendent within the number of days after the Date of Practical Completion specified in Annexure Part A each of the documents and other deliverables listed in Annexure Part A. Despite any other provision of the Contract:

(a) the Contractor's full compliance with its obligations to deliver such documents and deliverables shall be a condition precedent to the Contractor being entitled to make any claim for payment or receive any payment at any time after Practical Completion; and

(b) the Principal shall not be obliged to release any security otherwise due for release at any time after Practical Completion, until such documents and other deliverables are delivered.

8.10 Contractor's Tender

(a) The Superintendent may (to the extent the Superintendent decides to do so) refer to the information contained in:
the Principal's invitation to tender, request for tender, conditions of tender, notice to tenderers or other document provided to the Contractor by or on behalf of the Principal in connection with the Contractor's tender; or

(ii) the Contractor's tender or other document or information provided by or on behalf of the Contractor in connection with the Contractor's tender ('Contractor's Tender Information'),

for the purpose of the assessment of any request for approval of any Claim by the Contractor or any other purpose under or in connection with the Contract.

(b) The Contractor warrants that the Contractor's Tender Information:

(i) was and is true, complete and accurate; and

(ii) except where expressly stated otherwise, was and is in accordance with the Principal's conditions of tender.

(c) The Contractor must promptly notify the Principal if any of the matters warranted in this Clause cease to be correct and otherwise shall be taken to continue to warrant the matters contained in this Clause.

(d) The Contractor acknowledges and agrees that the Principal has relied on the warranties in Clause 8.10(b) in entering into the Contract.

8.11 Collusive Arrangements

The Contractor warrants and represents to the Principal and agrees with 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 any money directly or indirectly to a trade or industry association (above the published standard fee) or to or on behalf of any other tenderer in relation to its tender or any contract to be entered into consequent thereon, nor paid or allowed any money on that account, nor will it pay or allow any money on that account; and

(c) except by prior agreement with the Principal, it has not paid or allowed or entered into any contract, arrangement or understanding to pay or allow 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 entered into consequent thereon, nor will it pay or allow or receive any such money.

9 ASSIGNMENT AND SUBCONTRACTING

9.1 Assignment

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.

The Contractor shall not assign, novate, mortgage, encumber or otherwise deal with the Contract or any of its interests, rights and obligations under or in connection with the Contract without the prior written consent of the Principal (which consent may be withheld or given (unconditionally or subject to conditions) in the Principal’s discretion).

The Principal may, in its absolute discretion and without any consent from the Contractor, assign, novate, mortgage, encumber or otherwise deal with the Contract or any of its interests, rights and obligations under or in connection with the Contract at any time. The Contractor must, if requested by
the Principal, execute a deed on terms reasonably required by the Principal giving effect to the assignment, novation, mortgage, encumbrance or other dealing.

If, in accordance with this Clause, the Principal assigns any of its interest, rights and obligations under or in connection with the Contract to a third party, the Principal may (at the time of the assignment or subsequently) direct the Contractor to provide:

(a) security, in favour of the assignee, in replacement of the security provided in favour of the Principal in accordance with Clause 5.2; and/or

(b) a Performance Guarantee, in favour of the assignee, in accordance with Clause 5.10, within 28 days of the date the Contractor receives the direction.

The replacement security or Performance Guarantee shall be in the same form, on the same terms and, in the case of the security, from the Approved Security Provider and in the equivalent amount as the security and Performance Guarantee provided to the Principal under Clause 5.2 and Clause 5.10 and all of the terms of the Contract shall apply to the replacement security as if it were the original security. The provision of replacement security and Performance Guarantee in accordance with this Clause shall be a condition precedent to the Contractor being entitled to make any payment claim or receive any payment under the Contract at any time after the Principal directs them to be provided.

On receipt by the assignee of the replacement security and Performance Guarantee in accordance with this Clause, the Principal shall promptly release the original security to the Contractor.

If the Contractor fails to provide the assignee with the replacement security in accordance with this Clause, then the Principal may, at its discretion, have recourse to the security for the purposes of converting it to cash which will be transferred to the assignee and held by the assignee until the Contractor provides the replacement security to the assignee.

9.2 Subcontracting

The Contractor shall not without the written approval of the Superintendent, which approval shall not be unreasonably withheld, subcontract or allow a subcontractor to assign or subcontract work described in the Annexure Part A.

With a request for approval, the Contractor shall provide to the Superintendent particulars in writing of the work to be subcontracted and the name and the address of the proposed subcontractor.

The Contractor shall provide to the Superintendent other information which the Superintendent reasonably requests, including the proposed subcontract documents without prices.

Within 14 days after a request by the Contractor for approval, and compliance by the Contractor with its obligations under this Clause, the Superintendent shall advise the Contractor of approval or the reasons why approval is not given.

Approval may be conditional upon the subcontract including—

(a) provision that the subcontractor shall not assign or subcontract without the consent in writing of the Contractor;

(b) provisions which may be reasonably necessary to enable the Contractor to fulfil the Contractor's obligations to the Principal; and

(c) provisions which impose obligations on the subcontractor to consent to any novation or assignment of the Contractor's rights and obligations under the subcontract to the Principal or a nominee of the Principal, if required by the Principal, and sign any documents required by the Principal to give effect to such novation or assignment.
The Contractor agrees to assign or novate its rights and obligations in any subcontract to the Principal or a nominee of the Principal and sign any documents required by the Principal to give effect to such assignment or novation if both:

(d) the work is taken out of the hands of the Contractor or the Principal terminates the Contract for any reason; and

(e) the Principal directs the Contractor to do so.

Where a subcontractor is a Selected or Nominated Subcontractor, the Superintendent shall be taken to have approved the identity of the subcontractor but not the other matters the Superintendent is to take into account under this Clause and Clause 9.2A approving the subcontract.

9.2A Further Conditions for Approval to Subcontracting

Without limiting Clause 9.2, the Superintendent's approval of a subcontract or the assignment or further subcontracting by a subcontractor may also be conditional upon:

(a) the subcontractor, assignee or sub-subcontractor completing any usual pre-qualification requirements of the Principal applying to the Site or contracts entered into by the Principal; and

(b) the Contractor satisfying the Superintendent that the Contractor has used its best endeavours to ensure that the subcontractor, assignee or sub-subcontractor executes, in favour of and delivers to, the Principal, a deed in the form set out in Annexure Part F or if no form is set out, in the form reasonably required by the Principal, prior to the Contractor entering into the subcontract or further subcontract or effecting the assignment.

9.3 Contractor's Responsibility

Approval to subcontract, the exercise by the Principal of its rights and discretions under clause 9.2, compliance with any prequalification requirements or the Contractor entering into any subcontract, shall not relieve the Contractor from any liability or obligation under the Contract. Except where the Contract otherwise provides, the Contractor shall be liable to the Principal for the acts and omissions of subcontractors and contractors employees and agents of subcontractors as if they were acts or omissions of the Contractor and any matter within the reasonable control of any subcontractor or contractor, employee or agent of any subcontractor shall be taken to be within the reasonable control of the Contractor.

9.3A Subcontractors' Charges

Where any person at any time lodges, or purports to lodge, a charge over any moneys (including retention moneys or security) payable under the Contract by the Principal to the Contractor under the Subcontractors’ Charges Act 1974, the Contractor agrees:

(a) the Contractor shall indemnify the Principal against any costs (including legal costs on a solicitor and own client basis), expenses, damages or other liability which the Principal suffers or incurs arising from or in connection with the lodgment of the charge (including without limitation in responding to any notice of charge or paying any moneys into court) ("Principal’s Liabilities"); and

(b) the Principal’s Liabilities shall be a debt immediately due and payable to the Principal from the Contractor under the Contract,

whether or not the charge is validly lodged or any action taken by the person lodging the charge is successful.
9.3B Pre-Approved Subcontractors

Despite any other provision of the Contract:

(a) where the Contract identifies subcontractors which the Contractor has proposed that it use in connection with work under the Contract and the Superintendent has not raised any objection to such subcontractors ("Pre-approved Subcontractors"), the Contractor shall engage a subcontractor so identified in connection with the corresponding category of work under the Contract, unless it obtains the Principal’s approval to do otherwise;

(b) the Contractor shall not repudiate, terminate, rescind or cancel a Pre-approved Subcontractor contract without first obtaining the Principal’s prior written consent;

(c) if a Pre-approved Subcontractor contract is terminated for any reason:

   (i) the Contractor remains fully responsible in all respects for completion of the work under the Contract; and

   (ii) the Contractor shall, subject to clause 9.2, be responsible for engaging an alternative subcontractor to complete the relevant part of the work under the Contract; and

(d) neither the obligations of the Contractor under this Clause nor any approval given by the Principal in connection with any Pre-approved Subcontractor shall:

   (i) derogate from or otherwise affect the Contractor’s responsibility for subcontractors under Clause 9.3;

   (ii) relieve the Contractor from full responsibility for all work under the Contract and the performance of the Contract; and

   (iii) give rise to any Claim by the Contractor against the Principal.

10 SELECTED AND NOMINATED SUBCONTRACTORS

10.1 Definitions

If the Contract provides that certain work or the supply of certain items shall be subcontracted to a Selected or Nominated Subcontractor, the work or the supply of the items is ‘Selected Subcontract Work’ or ‘Nominated Subcontract Work’ as the case may be, and:

‘Selected Subcontractor’ means a subcontractor identified in the Contractor's tender from a list of subcontractors provided by the Principal in the tender documents for Selected Subcontract Work referred to in Annexure Part A. The list may include one or more subcontractors.

‘Nominated Subcontractor’ means—

(a) a subcontractor identified as a Nominated Subcontractor in Annexure Part A;

(b) a subcontractor to whom the Contractor is directed by the Superintendent to subcontract Nominated Subcontract Work; or

(c) a subcontractor named in the Contract with whom the Principal has entered into a prior contract for Nominated Subcontract Work, and in which prior contract the subcontractor has consented to the assignment by the Principal of the benefit of the prior contract, a copy of which is included in the tender documents; or

(d) a subcontractor named in the Contract with whom the Principal has entered into a prior contract for Nominated Subcontract Work, and in which prior contract the subcontractor has consented to the novation of the prior contract by the Principal.
Nominated Subcontract Work shall relate only to work or the supply of items for which a Provisional Sum has been included in the Contract.

10.2 Selected Subcontract

If the Contract includes Selected Subcontract Work, the Contractor shall subcontract the Selected Subcontract Work to a Selected Subcontractor. If the tender documents or the Contract specify the terms and conditions upon which the subcontract is to be entered into, the subcontract shall include those terms and conditions.

10.3 Nominated Subcontract

If the Contract includes Nominated Subcontract Work, at such time as is necessary to avoid delay to the Contractor, the Superintendent shall direct the Contractor to subcontract the Nominated Subcontract Work to a Nominated Subcontractor. If the Contract or tender documents specify the terms and conditions upon which the subcontract is to be entered into, the subcontract shall include those terms and conditions.

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 Superintendent, 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 Superintendent, execute a deed of novation of that prior contract in the form included in the tender documents and unless the Contract otherwise provides, the Contractor shall give the Principal credit for payments made by the Principal to the Nominated Subcontractor in respect of the Nominated Subcontract Work.

The Contractor shall ensure that the provisions of the subcontract are severally set out in the subcontract documents, so that the subcontract is fully expressed and complete in itself and includes provisions—

(a) that in respect of the Nominated Subcontract Work, the Nominated Subcontractor will undertake towards the Contractor obligations and liabilities which will enable the Contractor to discharge the Contractor's obligations and liabilities to the Principal under the terms of the Contract;

(b) 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;

(c) 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;

(d) that the Nominated Subcontractor will lodge security in a form provided by Clause 5.3 and that security and retention moneys shall be calculated on the same scale and on the same basis respectively as apply in the Contract;

(e) equivalent to those in Clause 44.

The Contractor shall not be obliged to enter into a subcontract with a Nominated Subcontractor against whom the Contractor raises reasonable objection.
If the Contractor declines to enter into a subcontract with a Nominated Subcontractor on the ground that the Nominated Subcontractor refuses to enter into a subcontract containing provisions in paragraphs (a) to (e) of Clause 10.3, the Superintendent shall nominate another Nominated Subcontractor or direct the Contractor to enter into a subcontract with the Nominated Subcontractor on such other terms as the Superintendent specifies. In the latter event—

(i) the Contractor shall not be bound to discharge obligations and liabilities under the Contract to the extent that the subcontract terms so specified by the Superintendent are inconsistent with the discharge; and

(ii) if the Contractor suffers loss arising out of the refusal of the Nominated Subcontractor to accept such provisions, the Principal shall pay to the Contractor the amount of loss which the Contractor could not reasonably avoid.

10.4 Provisions Applying Generally to Selected and Nominated Subcontract Work

If the Contractor is required by Clause 10 to enter into a subcontract, or to accept an assignment or to execute a deed of novation, the Contractor shall proceed promptly to do so and shall notify the Superintendent in writing as soon as the subcontract, assignment or novation has been effected.

With the consent of the Contractor, the Superintendent may direct the Contractor to perform Selected or Nominated Subcontract Work.

Notwithstanding Clause 16.2 if the Contractor is to be responsible to the Principal for the design or suitability of Selected or Nominated Subcontract Work, as distinct from the quality or workmanship, the responsibility shall be expressly stated in the Contract and the Contractor's liability for the design or suitability of the Selected or Nominated Subcontract Work shall only be that which is expressly stated in the Contract.

Despite any other provision of the Contract:

(a) the Contractor is to be responsible to the Principal for Selected and Nominated Subcontract Work to the same extent that the Contractor is responsible for any other work under the Contract;

(b) the Contractor shall not be relieved of any liability or obligation under the Contract because the Contractor subcontracts to any Selected or Nominated Subcontractor;

(c) the Contractor shall be liable to the Principal for acts and omissions of Selected and Nominated Subcontractors and their employees and agents as if they were acts or omissions of the Contractor;

(d) any matter within the control of a Selected or Nominated Subcontractor shall be taken to be within the reasonable control of the Contractor;

(e) the Principal shall have no liability to a Selected or Nominated Subcontractor arising from their subcontract with the Contractor;

(f) the Principal shall have no obligation or liability to the Contractor for any act, omission, default, breach of contract or insolvency of a Selected or Nominated Subcontractor; and

(g) the Contractor shall not, without the prior written consent of the Superintendent, do any act or thing which:

(i) varies, assigns or novates any of the Contractor's rights or obligations under any subcontract with a Nominated Subcontractor or Selected Subcontractor; or

(ii) change the scope of, or requirements for, work to be provided by a Nominated Subcontractor or Selected Subcontractor.
Except as herein contained, and subject to any reasonable objection made by the Contractor pursuant to this Clause—

(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.

* 10.5 Direct Payment of Nominated Subcontractor

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—

(a) such payment shall be made on behalf of the Contractor; and

(b) 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.

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 subcontractor or in accordance with the decision of an arbitrator or Court.

10.6 Termination of Selected Subcontract/Nominated Subcontract

The Contractor shall not unreasonably repudiate, terminate, or rescind a subcontract for Selected Subcontract Work or Nominated Subcontract Work without the written approval of the Principal and as early as possible the Contractor shall notify the Superintendent and the reasons. If a Nominated Subcontractor repudiates or abandons a subcontract or it is terminated, the Contractor shall forthwith notify the Superintendent in writing and the Superintendent shall proceed under Clause 10.3 to nominate a Nominated Subcontractor to complete the subcontract work and Clause 11(b) shall apply.

10.7 Alternative Selected or Nominated Subcontractors

Despite any other provision of the Contract, if at any time for any reason:

(a) the Contractor is unable to enter a subcontract with a Selected or Nominated Subcontractor; or

(b) the Selected or Nominated Subcontractor repudiates or abandons the subcontract; or

(c) the subcontract with a Selected or Nominated Subcontractor is terminated or rescinded by either party,

then:

(d) the Contractor shall request the Superintendent to nominate an alternative Selected or Nominated Subcontractor;

(e) if the Superintendent does not nominate an alternative Selected or Nominated Subcontractor within seven days after the Contractor's request, the Contractor shall proceed with the work under the Contract as if it were not Selected or Nominated Subcontract Work; and

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the Contractor shall have no Claim whatever by reason of the Superintendent taking up to seven days after the Contractor's request to nominate an alternative Selected or Nominated Subcontractor or failing to nominate an alternative Selected or Nominated Subcontractor.

11 PROVISIONAL SUMS

A provisional sum included in the Contract shall be expressly identified to be a provisional sum in the Contract shall not itself be payable by the Principal but except where at the direction of the Superintendent the work or item to which the provisional sum relates is performed or supplied by—

(a) the Contractor, subject to Clause 11B the work or item shall be valued under Clause 40.5;

(b) a subcontractor to the Contractor, subject to Clause 11B 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, on-Site and off-Site overheads and attendance stated in the Annexure Part A or, where not so stated, as stated elsewhere in the Contract; and

(c) 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, subject to Clause 11B, the Principal shall pay the Contractor the amount stated in the Annexure Part A or the percentage for profit, on-Site and off-Site overheads and attendance stated in the Annexure Part A 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.

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).

11A ADDITIONAL PROVISIONAL SUM OBLIGATIONS

The Contractor shall:

(a) provide the Superintendent (at the Contractor's own cost and expense) with the Contractor's estimate of the likely cost to the Principal of the carrying out or supply by the Contractor of the work or item to which a provisional sum relates when requested by the Superintendent; and

(b) comply with the reasonable directions of the Superintendent in respect of the subcontracting or procurement of the work or item to which a provisional sum relates.

11B RATED PROVISIONAL SUMS

(a) Despite Clause 11, work or items to which a provisional sum included in the Contract relates and referred to in Annexure Part A ('Rated Provisional Sum Work') shall be priced by the Superintendent by applying the rates or prices (if any) stated as applying to the work or item in a Contract Bill of Quantities, Contract Schedule of Rates or Pricing Reference Document or as provided elsewhere in the Contract and no amount for profit, on-Site and off-Site overheads or attendance shall be added.

(b) The Contractor must each day record particulars of all resources used by the Contractor in the execution of Rated Provisional Sum Work, including time sheets, wage sheets, invoices, receipts and other documents evidencing the cost of Rated Provisional Sum
Work and the time spent by persons engaged in respect of the Rated Provisional Sum Work. The Superintendent may direct the manner in which matters are to be recorded.

(c) The Contractor shall:

(i) provide all records in respect of Rated Provisional Sum Work to the Superintendent upon its request; and

(ii) provide to the Superintendent with each payment claim under Clause 42.1, all records in respect of Rated Provisional Sum Work the carrying out of which by the Contractor forms part of the payment claim.

12 LATENT CONDITIONS

12.1 Definition

Latent Conditions are—

(a) physical conditions on the Site or its surroundings, including artificial things but excluding weather conditions or the effect of weather conditions, which differ materially and substantially from the physical conditions which should reasonably have been anticipated by an experienced and competent contractor at the time of the Contractor's tender if the Contractor had—

(i) examined, investigated and satisfied itself in all respects as to all information relevant to the work under the Contract or other obligations of the Contractor under the Contract (including the Contract and any information provided by or on behalf of the Principal, written or otherwise (including without limitation any Principal-Supplied Information)) all information made available in writing by the Principal to the Contractor for the purpose of tendering; and

(ii) examined, investigated and satisfied itself in all respects as to all information relevant to the risks, contingencies and other circumstances having an effect on the tender work under the Contract and known to the Contractor or obtainable by the making of reasonable enquiries; and

(iii) examined, investigated and satisfied itself in all respects as to inspected the Site, and its surroundings and all improvements and fixtures on the Site and its surrounds (including the Existing Improvements and all physical conditions and characteristics, facilities, services and access); and

(iv) examined, investigated and satisfied itself in all respects as to all other matters and things which may be relevant to the carrying out of the work under the Contract or the performance of the Contractor's other obligations under the Contract; and

(b) any other conditions which the Contract specifies to be Latent Conditions,

but excluding Accepted Latent Conditions.

'Accepted Latent Conditions' are:

(a) those conditions identified in Annexure Part A; and

(b) other conditions or risks for which a provisional sum has been allowed in the Contract.

12.2 Notification

If during the execution of the work under the Contract, the Contractor becomes aware of a Latent Condition or Accepted Latent Condition, the Contractor shall forthwith and where
possible before the Latent Condition or Accepted Latent Condition is disturbed, give written notice thereof to the Superintendent.

If required by the Superintendent, the Contractor shall provide to the Superintendent a statement in writing specifying—

(a) the Latent Condition or Accepted Latent Condition encountered and in what respects it differs materially and substantially;

(b) the additional work and additional resources which the Contractor estimates to be necessary to deal with the Latent Condition or Accepted Latent Condition;

(c) the time the Contractor anticipates will be required to deal with the Latent Condition or Accepted Latent Condition and the expected delay in achieving Practical Completion;

(d) the Contractor's estimate of the cost of the measures necessary to deal with the Latent Condition or Accepted Latent Condition; and

(e) other details reasonably required by the Superintendent.

The Contractor shall promptly provide to the Superintendent in writing any other details regarding a Latent Condition or Accepted Latent Condition requested by the Superintendent.

12.3 Extension of Time and Cost

Subject to the Contractor's compliance with the notice requirements of Clause 12.2, 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 but not limited to the cost of delay or disruption), which that the Contractor an experienced and competent contractor could not reasonably have anticipated at the time of tendering, a valuation shall be made under Clause 40.5.

12.4 Time Bar

In making a valuation pursuant to Clause 12.3, regard shall not be had to the value of additional work carried out, additional Constructional Plant used or extra cost incurred more than 28 days before the date on which the Contractor gives the written notice required by the first paragraph of Clause 12.2.

12.5 Accepted Latent Condition Risk

Despite any other provision of the Contract but subject to Clause 11:

(a) the Contractor accepts the risk of all Accepted Latent Conditions (whether or not they could have reasonably been anticipated at the time of the Contractor's tender);

(b) without limiting paragraph (a), the Contractor shall not be entitled to any Claim (including without limitation for any extension of time, for adjustment to the Contract Sum or for any costs, expenses, damages or other liabilities) arising from or in connection with any Accepted Latent Conditions.

12.6 Contractor's Obligations Regarding Latent Conditions

The Contractor shall carry out and be responsible for:
(a) all reworking required in respect of work under the Contract or the Works to ensure that the Contractor complies with its obligations under the Contract and work under the Contract and the Works are in accordance with the Contract despite any Latent Conditions or Accepted Latent Conditions; and

(b) all reinstatement and rectification of any damage to or destruction of work under the Contract, the Works or any other property arising from the existence of any Latent Conditions or Accepted Latent Conditions or the failure by the Contractor to comply with paragraph (a),

and the Contractor shall not be entitled to any Claim in connection with the performance of its obligations under this Clause except to the extent expressly provided by the Contract.

13 PATENTS, COPYRIGHT AND OTHER INTELLECTUAL PROPERTY RIGHTS

The Principal warrants that unless otherwise provided in the Contract—

(a) design;

(b) materials;

(c) documents; and

(d) methods of working,

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

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.

13A RIGHTS TO INTELLECTUAL PROPERTY

The Contractor (for all time and despite any termination of the Contract for any reason):

(a) irrevocably grants (or must ensure that the person legally entitled to do so irrevocably grants) to the Principal; and

(b) shall do all things necessary to give effect to the grant to the Principal of, both:

(i) in respect of all intellectual property rights in or relating to the materials, processes, documents and methods of working relevant to work under the Contract or the Works provided by the Contractor and first prepared or created specifically for or in connection with the Works, absolute title to the same (from the date it is prepared or created); and

(ii) in respect of all intellectual property rights in or relating to the materials, processes, documents and methods of working relevant to work under the Contract or the Works provided by the Contractor not first prepared or created specifically for or in connection with the Works, a royalty free and fully assignable licence to use the same for the purposes of completing the construction of, using, maintaining, upgrading, altering or otherwise dealing with the Works or any purpose associated with further development of improvements on the Site or any improvements on or proposed for other Sites, premises or facilities which the Principal or any Site Owner owns, occupies or is otherwise interested in (from the date it is used in connection with the Works).

The Principal grants to the Contractor a royalty free licence to use for the purposes of executing the work under the Contract, intellectual property owned by the Principal in or
relating to materials, processes, documents and methods of working provided by the Principal in connection with the Works.

14 STATUTORY REQUIREMENTS

14.1 Complying with Statutory Requirements

The Contractor shall comply with the requirements of the following—

(a) Acts of the Commonwealth;

(b) Acts and Ordinances of the State or Territory in which the work under the Contract or any part thereof is carried out;

(c) Ordinances, regulations, by-laws, orders and proclamations under the Acts and Ordinances;

(d) persons acting in the exercise of statutory powers enabling them to give directions affecting the work under the Contract.

If a Legislative Requirement or Government Approval is at variance with a provision of the Contract, as soon as the Contractor discovers the variance, the Contractor shall notify the Superintendent in writing specifying the difference.

If a Legislative Requirement or Government Approval necessitates a change to the Works or so much of the Temporary Works or method of working as may be specified in the Contract, the Superintendent shall direct a variation under Clause 40.1.

Except to the extent that the Contract provides for reimbursement in respect of a requirement referred to in Clause 14.1 the Contractor shall bear the cost of complying with the requirement, whether the requirement existed at the time of tendering or not.

The Contractor shall:

(a) provide to the Superintendent promptly upon request, evidence of its compliance with the requirements of any relevant Legislative Requirement and Government Approvals; and

(b) provide to the Superintendent all correspondence or other documents issued to, or received from any statutory or other authority that relate to the use, operation or maintenance of the Works, promptly after such correspondence or other documents are issued or received by the Contractor.

For the avoidance of doubt, the Contractor shall not be entitled to any Claim (whether under this Clause or otherwise) arising from or in connection with any reduction to or limitation of the hours which labour engaged in connection with the work under the Contract is to work at any time (whether under any Legislative Requirement, workplace agreement, enterprise bargaining agreement or otherwise).

14.1A Licence and Competency Requirements

Without limiting any other provision of the Contract, the Contractor must:

(a) ensure that the Contractor, its subcontractors and their respective employees and agents, hold and maintain at all times during the Contract all certificates, licences, permits and approvals including Government Approvals and have and maintain the necessary competencies required to be held for the purposes of carrying out the work under the Contract including but not limited to those licences and competencies listed in the other Relevant Documents, Clause 14B.2 or elsewhere in the Contract or notified in any Contractor's Tender Information ('Licence and Competency Requirements');
(b) provide evidence to the Superintendent that the Contractor, its subcontractors and their respective employees and agents, comply with the Licence and Competency Requirements prior to commencing work on Site and at other times on request by the Superintendent; and

(c) immediately notify the Superintendent if any Licence and Competency Requirements expires, is suspended or cancelled or otherwise ceases to be complied with at any time.

* 14.2 Payment Where There is No Variation

If a Legislative Requirement does not necessitate a variation under Clause 40 but is—

(a) a change after the date of closing of tenders in a requirement referred to in Clause 14.1(a), (b) or (c), or which could not have been anticipated by an experienced and competent contractor; or

(b) a requirement referred to in Clause 14.1(d),

which necessitates a change in the Temporary Works or the Contractor's method of working and thereby 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, but the Contractor shall not be entitled to any other Claim.

14.3 Notices and Fees

The Contractor shall give the notices necessary to comply with the requirements referred to in Clause 14.1.

The Contractor shall pay any fees or charges necessary to comply with the requirements referred to in Clause 14.1.

If a requirement necessitates the provision or expansion of services of a municipal, public or statutory authority in relation to the Works or the Temporary Works, the Contractor shall pay any fee or charge payable to the authority for the services and to the extent to which the services are not included in the work under the Contract, the fee or charge shall be reimbursed by the Principal to the Contractor.

If after the 14th day prior to the closing of tenders, there is required to be paid by the Contractor to a municipal, public or statutory authority in relation to the Works or the Temporary Works an increase or decrease in a fee or charge or a new fee charge incurred directly by the Contractor, the difference or new fee or charge incurred directly by the Contractor shall be valued under Clause 40.5—

(a) an increase or decrease in a fee or charge, the difference shall be valued under Clause 40.5; and

there is a new fee or charge, that fee or charge shall be reimbursed by the Principal to the Contractor.

14.4 Documents Evidencing Approvals of Authorities

The Contractor shall give the Principal copies of documents issued to the Contractor by municipal, public or other statutory authorities in respect of the work under the Contract and, in particular, any approvals of work.

14.5 Contractor to Obtain and Comply with Government Approvals

(a) The Contractor agrees the Contractor shall apply for, procure and pay all fees, costs and charges for all Government Approvals necessary for the lawful carrying out of the work
under the Contract or relating to the completion, occupation or use of the Works other than Government Approvals expressly referred to in Annexure Part A.

(b) The Contractor must comply with all Government Approvals (whether obtained by the Contractor or by or on behalf of the Principal).

(c) Despite the preceding paragraph, where due to any variation or any other reason, any modification or amendment is required to any Government Approval (including any Government Approval obtained by or on behalf of the Principal) the Contractor shall, at its cost, prepare any application for and obtain such modification or amendment.

14.6 Taxes, Duties and Charges

Subject to the other provisions of the Contract, the Contractor shall:

(a) pay and indemnify the Principal against all customs duties, stamp duties and other duties, charges, taxes or impost payable in connection with the carrying out of the work under the Contract (including the provision of all work under the Contract); and

(b) provide all security required under any Legislative Requirement as security for the payment of any duties, charges, taxes or impost.

14.61 Portable Long Service Leave Levy/Workplace Health and Safety Levy

The Contractor agrees (in addition to its obligations under Clause 14.6):

(a) the Contract Sum includes any levy payable by either the Contractor or the Principal under any Legislative Requirement relating to the payment of portable long service leave in the construction industry or under the Work Health and Safety Regulation 2011 (Qld);

(b) the Contractor shall pay or reimburse the Principal for payment of the levy.

14.8 Workplace Health and Safety

(a) The Contractor must ensure that all work under the Contract is carried out in accordance with Work Health and Safety Law.

(b) Without limiting paragraph (a), the Contractor must at all times:

(i) discharge its duties under Work Health and Safety Law; and

(ii) ensure its officers, employees and agents, subcontractors and its subcontractors' officers, employees and agents ('Contractor's Personnel') discharge their respective duties under Work Health and Safety Law, in connection with work under the Contract.

(c) The parties agree:

(i) subject to paragraph (iii), the Principal appoints the Contractor as the "principal contractor" (as defined by Work Health and Safety Law) in respect of the project comprising the work under the Contract;

(ii) the Contractor accepts appointment under paragraph (i);

(iii) the project in respect of which the Contractor is appointed "principal contractor" under paragraph (i) includes:

(A) all work under the Contract (other than work under the Contract carried out upon Accessed Site); and
(d) The Contractor must, and must also ensure that all Contractor's Personnel:

(i) subject to paragraph (c), comply with the directions of the Principal, Superintendent (or any other person nominated by the Principal as having the authority to give directions ('Principal's Nominee')) in connection with health and safety;

(ii) consult fully with the Principal, Superintendent and Principal's Nominee in respect of:

(A) any matter relevant to health and safety; and

(B) without limiting subparagraph (A), how the work under the Contract can be undertaken in a way which prevents or minimises all risks to health and safety of all persons including identifying potential hazards associated with the work under the Contract;

(iii) comply strictly with the Work Health and Safety Requirements;

(iv) throughout the period of the Contract maintain all qualifications, competencies and licences:

(A) held at the commencement of the work under the Contract; or

(B) required by Work Health and Safety Requirements;

(v) consult fully with the Principal, Superintendent and Principal's Nominee in respect of, and demonstrate to the Principal or Principal's Nominee, compliance by the Contractor and Contractor's Personnel with the requirements of this Clause 14.8 and Work Health and Safety Requirements;

(vi) maintain adequate records of all health and safety matters (including in accordance with Work Health and Safety Requirements);

(vii) audit the Contractor's health and safety records and compliance with Work Health and Safety Requirements regularly and whenever requested by the Principal or Superintendent and provide to the Principal and Superintendent a copy of the findings of that audit; and

(viii) satisfy themselves as to, and only treat as minimum requirements, those Work Health and Safety Requirements prepared or provided by or on behalf of the Principal.

(e) The Principal or Superintendent may at any time conduct its own audit of the Contractor's health and safety records and compliance with Work Health and Safety Requirements (including any safety management systems of the Contractor) and the Contractor must:

(i) co-operate fully with the Principal or Superintendent in connection with that audit (including by providing all necessary access, relevant documents or other information); and
(ii) immediately address and ensure the Contractor's Personnel address any issues identified by the Principal or Superintendent from its audit and notified to the Contractor.

(f) The Contractor must immediately notify the Principal and Superintendent of:

   (i) any breach or potential breach by the Contractor or any Contractor's Personnel of Work Health and Safety Requirements; or

   (ii) any notice or direction received by the Contractor or any Contractor's Personnel under or in connection with Work Health and Safety Law (including by providing a copy of the notice or direction to the Principal and Superintendent).

(g) Despite any other provision of the Contract, the Principal's or Superintendent's rights under the Contract relating to health and safety (including without limitation the rights under this Clause 14.8, to give directions to the Contractor, carry out an audit of the Contractor's records or practices, provide, approve or review any plan or other document to be implemented or relied upon by the Contractor (including any Work Health and Safety Requirements) or exercise rights of suspension or termination under the Contract) ('Safety Enforcement Rights'):

   (i) are for the benefit of the Principal and Superintendent;

   (ii) may be exercised by the Principal or Superintendent in its absolute discretion (without the Principal or Superintendent being under any obligation to do so); and

   (iii) do not prejudice or otherwise affect the Contractor's full responsibility for ensuring strict compliance with all of the Contractor's obligations under the Contract and under Work Health and Safety Requirements.

(h) The Contractor must provide to the Principal and also to any person who the Contractor is aware has been or will be engaged by the Principal to undertake any activities relating to the work under the Contract ('Relevant Contractors'), all information relevant to work under the Contract:

   (i) required to be disclosed by the Contractor in the discharge of its duties under Work Health and Safety Law; or

   (ii) received (or which should have been received) by the Contractor or any subcontractor of the Contractor from any other person required to disclose the information to the Contractor or any Subcontractor in the discharge of that person's duties under Work Health and Safety Law.

(i) The Contractor is responsible for ensuring that it discharges the obligations imposed on a “principal contractor” under Work Health and Safety Law even if its appointment as “principal contractor” under Work Health and Safety Law is not (or cannot be) effective for any reason (including without limitation because the nature or extent of activities to which the obligations of the Contractor relate do not allow the appointment of a “principal contractor” under Work Health and Safety Law).

(j) The Contractor must indemnify and keep indemnified the Principal and Superintendent and their officers, employees and agents against all claims, demands, actions, costs (including legal costs), charges, expenses, damages, loss, penalty, fine or other liability (including without limitation under the general law (including under contract, in tort (including negligence) or in equity), under statute or otherwise), arising from or in connection with any breach by the Contractor of its obligations under this Clause 14.8 or any Work Health and Safety Requirements.
14.9 Environmental Protection

The Contractor shall:

(a) take all action necessary to protect and preserve the environment from harm or damage arising from or in connection with the carrying out of the work under the Contract;

(b) comply with all Environmental Requirements, Legislative Requirements and Government Approvals relating to the protection or preservation of the environment, nature conservation, vegetation management or handling of dangerous materials;

(c) obtain all approvals or licences required and pay and indemnify the Principal against all fees, fines or other amounts payable under all environmental protection or preservation Legislative Requirements (including in connection with any applicable approvals or licences) except to the extent listed in Annexure Part A as approvals or licences to be obtained by the Principal;

(d) except as expressly required by the Contract, not remove or damage any existing vegetation on or in the vicinity of the Site;

(e) if the Contractor receives any direction or notice from any authority having jurisdiction over the carrying out of the work under the Contract in relation to a Legislative Requirement or Government Approval referred to in paragraph (b), provide a copy of the direction or notice to the Superintendent within 2 business days of receiving the direction or notice;

(f) immediately report in writing to the Superintendent any breach of:
    
    (i) the Environmental Requirements;
    
    (ii) any of the Contractor's environmental obligations under the Contract; or
    
    (iii) any incident concerning work under the Contract or the Works which causes or has the potential to cause environmental harm;

(g) at all reasonable times give to the Principal, the Superintendent and any other person authorised in writing by the Principal or Superintendent, access to the Site, the work and any documentation or records relating to Contractor's environmental obligations under the Contract;

(h) promptly and, in any event, prior to Practical Completion being taken to be achieved, make good any pollution, contamination, damage or other harm to the environment arising out of, or in connection with, the Contractor's execution of the work under the Contract, and pay any compensation as required in accordance with any Legislative Requirement or Environmental Requirement (whether or not the Contractor has complied with its environmental obligations under the Contract); and

(i) to the maximum extent permitted by law, indemnify and keep indemnified the Principal and its officers, employees and agents against all claims, demands, actions, costs (including legal costs), charges, expenses, damages, loss, penalty, fine or other liability (including without limitation in tort, under any law), arising from or in connection with actual or threatened environmental damage, destruction or harm (including in respect of making good environmental damage or in defending claims) arising from or contributed to by:

    (i) acts or omissions of the Contractor, its subcontractors or their respective employees, contractors or agents (whether wilful, negligent or otherwise); or

    (ii) breach by the Contractor of its obligations under this Clause or failure to comply with any Contractor Management Plan or the Contract in respect of environmental protection or management; or
14.10  Industrial Relations

The Contractor shall:

(a) ensure all employees (including employees of subcontractors) carrying out the work under the Contract are:

(i) employed in accordance with any applicable industrial Legislative Requirement, award or agreement;

(ii) qualified, skilled and competent in their respective trade or job;

(iii) of such character and experience that they will not prejudice the health and safety of other persons carrying out the work under the Contract or otherwise carrying out activities on the Site;

(b) actively manage and do all things necessary to avoid any disputes or disturbance in industrial relations, bans, limitations of work, disruptive tactics or denial of facilities or services involving its employees or the employees of its subcontractors on the Site or off the Site ('Industrial Dispute') including attending all meetings called by the Superintendent to resolve any Industrial Dispute with employees;

(c) upon request by the Principal, consult fully with the Principal and the Superintendent in connection with any actual or potential Industrial Dispute;

(d) in the event of an Industrial Dispute:

(i) immediately notify the Superintendent in writing giving full details of the Industrial Dispute;

(ii) comply with and take all necessary steps pursuant to any Industrial Disputes procedure applicable to the work under the Contract;

(iii) at all times ensure that its employees comply with the provisions of any applicable Industrial Disputes procedure; and

(iv) ensure as far as practicable that the work under the Contract continues whilst the appropriate steps are taken to resolve the Industrial Dispute.

14.11  Award Particulars

The Contractor:

(a) acknowledges that where the Principal must comply with the Queensland Code of Practice for the Building and Construction Industry ('the Queensland Code'), the Queensland Code requires that all contractors employed by the Principal integrate suitable industrial relations practices into its organisational procedures, practices and performance standards of the enterprise;

(b) agrees that:

(i) if the Contract allows for a rise and fall adjustment, that rise and fall provision will provide a basis for adjustment of the amounts payable to the Contractor (to the extent it applies); and

(ii) if the Contract does not allow for a rise and fall adjustment, the Contractor cannot claim any future adjustments, as the result of any new enterprise bargaining agreement (or other applicable award or agreement) wage rates which the Contractor may agree with its employees; and
Copyright (c) acknowledges that, as required by Clause 5.3.1 of the Queensland Code, the terms and conditions of employment of employees by the Contractor must be in accordance with the provisions of the relevant Federal or State award/agreement.

14.12 Other Employee Obligations

The Contractor acknowledges and agrees that:

(a) notwithstanding any other provisions in the Contract, the Principal may require the Contractor to provide evidence confirming that all employees engaged on the work under the Contract in Australia by the Contractor, have been paid, in full, all amounts due to be paid on their behalf or due to them as wages and allowances of every kind required to be paid under statute, industrial award or industrial agreement, award of a court or certified by a court or an agreement approved by the Contractor;

(b) the Contractor must promptly provide to the Principal in a form and substance satisfactory to the Principal, all reports, evidence and information requested by the Principal pursuant to subparagraph (a) above;

(c) the Principal or a person authorised by the Principal will have unrestricted access at such times as the Principal requires to inspect and audit the Contractor's books, records, files and copies of any other records for the purpose of confirming the Contractor's compliance with subparagraph (a) above;

(d) under the provisions of any applicable industrial Legislative Requirement, officials of a relevant union may periodically examine the wages records of the Contractor (subject to approval by the individual employee); and

(e) the Contractor must comply with all Legislative Requirements in respect of its tax and superannuation obligations.

14.13 Withholding Tax

(a) Whenever the Contractor does not have a valid ABN or the Principal otherwise reasonably considers itself bound to do so, the Principal shall be entitled to withhold from any payment otherwise due to the Contractor under or in connection with the Contract, tax calculated and to be held in accordance with the *Taxation Administration Act 1953* (Cth).

(b) The Contractor warrants that it is not an entity covered by Schedule 1, 12-315(2) of the *Taxation Administration Act 1953* (Cth) ("Foreign Resident"). If requested by the Principal, the Contractor must provide the Principal with evidence to the Principal's satisfaction that the Contractor is not a Foreign Resident, failing which the Principal shall be entitled to withhold from any payment otherwise due to the Contractor under or in connection with the Contract, tax calculated and to be held in accordance with the *Taxation Administration Act 1953* in respect of Foreign Residents.

14.14 Cultural Heritage

The Contractor shall:

(a) preserve and protect all cultural heritage, fossils, antiquities and other valuable material encountered at or about the Site;

(b) ensure that neither it nor any of its subcontractors enters, damages or interferes with any cultural heritage site;

(c) ensure that its personnel and all subcontractors are fully trained in the standard operating procedures and related cultural heritage practices that apply to the Site; and
(d) upon request by the Superintendent, provide evidence to the Superintendent that the Contractor's personnel have completed that training.

14A GST

14A.1 Goods and Services Tax

(a) Unless specifically described in the Contract as 'GST inclusive':

(i) any Consideration to be paid or provided for a Taxable Supply made under or in connection with the Contract;

(ii) any agreed rate or agreed lump sum to be used to calculate an amount to be paid under the Contract; and

(iii) any provisional allowance (including any provisional sum) provided for in the Contract,

does not include an amount on account of GST.

(b) Despite any other provision in the Contract, if a party ('Supplier') makes a Taxable Supply under or in connection with the Contract on which GST is imposed (not being a Taxable Supply the Consideration for which is specifically described in the Contract as 'GST inclusive'):

(i) the Consideration payable or to be provided for that Taxable Supply under the Contract but for the application of this Clause ('GST exclusive consideration') is increased by, and the recipient of the supply ('Recipient') must also pay to the Supplier, an amount equal to the GST payable by the Supplier on that Taxable Supply; and

(ii) the amount by which the GST exclusive consideration is increased must 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 provided. However, the Recipient need not pay any amount referable to GST unless they have received a valid Tax Invoice (or a valid Adjustment Note) for that Taxable Supply.

14A.2 Reimbursements

If a payment to a party under or in connection with the Contract is a reimbursement or indemnification, calculated by reference to a loss, cost or expense incurred by that party, then the payment must be reduced by the amount of any Input Tax Credit to which that party is entitled for that loss, cost or expense. That party is assumed to be entitled to a full Input Tax Credit unless it proves, before the date on which the payment must be made, that its entitlement is otherwise.

14A.3 Adjustment Events

If, at any time, an Adjustment Event arises in respect of any Taxable Supply made by a Supplier under the Contract, a corresponding adjustment must be made between the parties in respect of any amount paid pursuant to Clause 14A.1. Payments to give effect to the adjustment must be made between the parties and the Supplier must issue a valid Adjustment Note in relation to the Adjustment Event.

14A.4 GST Group

If a party is a member of a GST Group, references to GST which the party must pay and to Input Tax Credits to which the party is entitled, include GST which the representative
member of the GST Group must pay any Input Tax Credits to which the representative member of the group is entitled.

**14A.5 Non Monetary Consideration**

If a supply made under the Contract is a Taxable Supply made for non-monetary consideration then:

(a) the Supplier must provide the Recipient with a valid Tax Invoice which states the GST inclusive market value of the non-monetary consideration; and

(b) for the avoidance of doubt any non-monetary consideration payable under or in connection with this Contract is GST inclusive.

**14A.6 Notification of GST Registration Status**

(a) The Contractor warrants to the Principal that:

(i) the Contractor is registered for GST as at the Date of Acceptance of Tender and shall maintain that registration until the issue of a Final Certificate under the Contract; and

(ii) the Contractor's ABN notified by the Contractor to the Principal is correct.

(b) The Contractor shall immediately notify the Principal if at any time the Contractor ceases to be registered for GST.

**14A.7 Tax Invoices**

(a) Despite any other provision of the Contract:

(i) the Principal shall not be obliged to pay the Contractor any amount of GST payable in respect of a Taxable Supply, until seven days after the Contractor has provided to the Superintendent a Tax Invoice in respect of the amount; and

(ii) within 28 days after the Superintendent certifies (or an alternative determination is made) any amount to be payable by the Contractor to the Principal in respect of a Taxable Supply, the Principal shall provide to the Contractor a Tax Invoice or Adjustment Note (as the case may be) in respect of the payment.

(b) Until the Principal notifies the Contractor otherwise, the Principal appoints the Superintendent its agent for the purposes of issuing, or providing to or receiving from the Contractor Tax Invoices or Adjustment Notes (as the case may be) on the Principal’s behalf.

(c) A party making a Taxable Supply must issue to the other a Tax Invoice or Adjustment Note (as the case may require) within 5 business days after each of the following occurring in relation to that Taxable Supply:

(i) the party submitting a claim for payment;

(ii) the Superintendent certifying an amount for payment different to the amount claimed; and

(iii) the amount for payment being otherwise determined to be different to the amount claimed or (if applicable) certified.

**14A.8 Definitions**

Words or expressions used in this Clause which are defined in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) and related imposition and amending Acts have the same meaning in this Clause.
14A.10 Survival

This Clause will continue to apply after expiration or termination of the Contract.

14A.11 No Other Claim to GST

No other provision of the Contract (including Clause 14) shall operate to give the Contractor any Claim in connection with GST.

14B QBCC Licensing Requirements

14B.1 Provisions Subject to QBCC Act

To the extent the Queensland Building and Construction Commission Act 1991 (Qld) ("QBCC Act") applies to the Contract:

(a) the rights and obligations of the parties under the Contract are subject to the provisions of the QBCC Act to the extent they apply;

(b) where there is any inconsistency between the Contract and the QBCC Act, the QBCC Act shall prevail to the extent necessary to avoid the inconsistency; and

(c) terms used in this Clause and defined in the QBCC Act, shall have the meaning given to them by the QBCC Act.

14B.2 Contractor’s Registration

(a) The Contractor warrants that without limiting Clause 14.1A, it and any persons engaged on the work under the Contract will hold at all times during the Contract all necessary licences (including in respect of the QBCC Act the licence referred to in Annexure Part A) to carry out the work under the Contract.

(b) The Contractor must immediately notify the Superintendent if any licence required to carry out the work under the Contract expires or is suspended or cancelled.

14B.3 Additional Security

Despite any other provision of the Contract, the parties agree that to the extent that:

(a) the QBCC Act applies; and

(b) the Contract provides for the total of:

(i) all retention amounts withheld by the Principal; and

(ii) all securities held by the Principal,

the amount of the excess does not relate to the need to correct defects identified in the Defects Liability Period but instead to the recovery by the Principal of any other costs, damages, liabilities or other amounts which may become payable to the Principal by the Contractor under or in connection with the Contract, the Contractor’s performance of the Contract or any breach of contract by the Contractor.

14C REQUIREMENTS OF RELEVANT DOCUMENTS

(a) The Contractor agrees that it:
(i) has had the opportunity to familiarise itself with the Relevant Documents listed in the Formal Instrument of Agreement or provided to the Contractor prior to the Date of Acceptance of Tender; and

(ii) shall promptly familiarise itself with any Relevant Documents (including any amendments to Relevant Documents listed in the Formal Instrument of Agreement) provided to the Contractor after the Date of Acceptance of Tender.

(b) The Contractor:

(i) shall satisfy the requirements of; and

(ii) without limiting paragraph (b)(i), shall comply with (including complying with all obligations of the Principal under)

Relevant Documents (so far as they are relevant to the carrying out of the work under the Contract or the Works or the performance of the Contractor’s obligations under the Contract).

(c) The Contractor acknowledges the Relevant Documents set out minimum obligations and requirements of the Contractor only, and shall not limit the generality of or affect in any way the Contractor's obligations to comply with the Contract or any Legislative Requirements or Government Approvals and the Contractor shall not be relieved of any obligation, warranty or liability arising under or in connection with the Contract or to be taken to have complied with the Contract, notwithstanding the obligation of the Contractor to comply or the Contractor actually complying with the requirements of the Relevant Documents in accordance with the Contract.

(d) The Relevant Documents do not form part of the Contract.

(e) The Contractor shall not be entitled to any Claim arising from:

(i) the matters or requirements disclosed in or which could reasonably have been anticipated from information in the Relevant Documents; or

(ii) compliance with its obligations under this Clause, except to the extent that:

(iii) the Relevant Document was not provided to the Contractor until after the Date of Acceptance of Tender; and

(iv) the matters or requirements could not reasonably have been anticipated by a competent and experienced contractor.

14D CONTRACTOR'S METHODOLOGY AND RESOURCING DOCUMENTS

The parties agree that Methodology and Resourcing Documents:

(a) do not form part of the Contract;

(b) without limiting paragraph (a), will not be:

(i) taken to define or describe the extent; or

(ii) relied upon by the Contractor as limiting or evidencing the satisfactory performance, of the work under the Contract or the Contractor's obligations under the Contract;

(c) must be complied with by the Contractor in performing the work under the Contract unless the Principal or Superintendent allows or requires otherwise;

(d) may be used by the Principal or the Superintendent for the purposes of:
(i) defining the minimum requirements to be fulfilled by the Contractor in complying with the Contract;

(ii) assessing any Claim, including Claims for extra costs (including delay costs) or for an extension to the Date for Practical Completion; and

(iii) undertaking a valuation under Clause 40.5,

to the extent the Principal or Superintendent considers it reasonable to do so; and

(e) must not be changed without the agreement of both parties.

14E CONTRACTOR’S MANAGEMENT PLANS

(a) Subject to paragraph (b), the Contractor must prepare and submit comprehensive and detailed Contractor's Management Plans to the Superintendent before any work under the Contract is commenced on Site.

(b) The Contractor acknowledges that:

(i) the Principal has prepared and provided to the Contractor as Principal-Supplied Information those plans listed in the Formal Instrument of Agreement which the Contractor may, but is not obliged to, utilise as Contractor's Management Plans for the purposes of this Clause; and

(ii) the Contractor shall not be entitled to any Claim, including without limitation for any extension of time or cost arising out of or in connection with the preparation by the Contractor of its own Contractor's Management Plans as contemplated by this Clause.

(c) The Contractor must as and when required by the Superintendent:

(i) consult openly with the Superintendent and Principal in respect of the preparation of the Contractor's Management Plans;

(ii) obtain the Superintendent's approval to the Contractor's Management Plans and any update to the Contractor's Management Plans; and

(iii) update the Contractor's Management Plans to address changed or additional matters identified by the Principal, Superintendent or Contractor from time to time.

(d) The Contractor must:

(i) ensure the Contractor's Management Plans are implemented and complied with in connection with work under the Contract; and

(ii) not change a Contractor's Management Plan unless it has obtained the Superintendent's prior approval to the change.

(e) The Contractor agrees:

(i) the Contractor's Management Plans must, as a minimum, satisfy all requirements of and be consistent with the Contract, Environmental Requirements, Relevant Documents, Methodology and Resourcing Documents, Work Health and Safety Requirements, Legislative Requirements and Government Approvals; and

(ii) the Contract, Relevant Documents, Legislative Requirements and Government Approvals shall prevail over the Contractor's Management Plans to the extent of any inconsistency or discrepancy between them.

(f) The Contractor agrees:
(i) the Contractor's Management Plans shall comprise the minimum obligations of the Contractor;

(ii) the Contractor shall remain fully responsible for complying with the Contract, all Legislative Requirements and Government Approvals and shall not be relieved of any obligation, duty of care, warranty or liability arising out of or in connection with the Contract or the performance of the work under the Contract; and

(iii) neither the Principal nor the Superintendent assumes any responsibility to the Contractor arising out of or in connection with any approval or audit of any Contractor's Management Plan or any audit of the Contractor's performance in accordance with any Contractor's Management Plan.

notwithstanding:

(A) the obligation of the Contractor to prepare, implement or comply with the requirements of the Contractor's Management Plans in accordance with the Contract; or

(B) any comment or direction upon, review or acceptance or approval of, direction to proceed with or request, or absence of request to vary or update a Contractor's Management Plan by or on behalf of the Principal or the Superintendent.

(c) The Contractor's full compliance with its obligations under paragraphs (a) and (c) of this Clause shall be a condition precedent to the Contractor being entitled to submit any claim for payment under the Contract at any time.

14F SITE SERVICES

(a) In this Clause 14F, 'Services Dealings' means the permanent or temporary relocation of, change to, diversion of, connection to or other dealing with services on or adjacent to the Site required to allow the carrying out of the work under the Contract or in connection with completion of the Works.

(b) The Contractor shall:

(i) as part of the work under the Contract be fully responsible for all construction work required in connection with Services Dealings;

(ii) subject to paragraphs (iii) and (iv), the Contractor shall at its own cost apply for, negotiate, finalise and comply with all consents and approvals required in connection with Services Dealings;

(iii) consult with and keep the Principal fully informed as to required Services Dealings and associated approvals; and

(iv) comply with the Principal's reasonable directions in relation to Services Dealings.

14G DILAPIDATION SURVEY

14G.1 Application of Clause

This Clause 14G applies where the Contractor is required to provide a dilapidation survey in accordance with Annexure Part A.

14G.2 Contractor to Obtain

As part of the work under the Contract, prior to the commencement of construction of the Works, the Contractor shall obtain the Superintendent's prior approval of the scope of, undertake to the satisfaction of the Superintendent and provide to the Principal a comprehensive dilapidation investigation survey and report in respect of the Site and any improvements on or in the vicinity of the Site (including without limitation the Existing Improvements).
14G.3 Compliance with Report

The Contractor shall:

(a) in carrying out work under the Contract take into account and comply with the recommendations arising from dilapidation investigations, surveys and reports referred to in Clause 14G.2; and

(b) whenever reasonably required by the Superintendent undertake to the satisfaction of the Superintendent and provide to the Principal any further dilapidation investigation, survey and report at the Contractor's own cost and expense for the purposes of monitoring the impact of work under the Contract on the Site or any improvements on or in the vicinity of the Site.

14G.4 Assessment Before Practical Completion

Before Practical Completion shall be taken to have been achieved the Contractor must:

(a) undertake a further dilapidation investigation survey and report in respect of the Site or improvements on or in the vicinity of the Site (including without limitation the Existing Improvements) as the Contract may require or the Superintendent may reasonably require in the circumstances; and

(b) ensure that, to the extent required by the Superintendent, the Superintendent is present at all necessary inspections, tests or investigations and is provided with copies of all information collected or compiled in connection with such dilapidation investigation survey or report.

14H CONTRACTOR'S RESPONSIBILITIES REGARDING EXISTING IMPROVEMENTS

14H.1 Existing Improvements

(a) This Clause 14H applies to the extent that there are at any time any Existing Improvements.

(b) The Contractor acknowledges that, except to the extent expressly required by the Contract, the Principal or Site Owner is to continue the operation and use of the Existing Improvements during the course of the carrying out of the work under the Contract and the Contractor must take all measures to allow those Existing Improvements to continue to be operated and used to the maximum extent reasonably practicable during the carrying out of the work under the Contract.

14H.1A Access to the Site

The Contractor must access the Site only at the point of entry and exit and via the routes which:

(a) ensure minimum disturbance and inconvenience to users of the Existing Improvements; and

(b) the Superintendent approves from time to time.

Without prejudice to the obligation of the Principal to make access to the Site available to the Contractor in accordance with the Contract, the Superintendent may revoke approval given in respect of any particular point of entry or exit at any time.

If compliance with any revocation of approval by the Superintendent under this Clause 14H.1A causes the Contractor to incur more or less cost than otherwise would have been incurred had the revocation of approval not occurred, the difference shall be valued under
Clause 40.5 and the Contractor shall be entitled to claim an extension of the Date for Practical Completion subject to the terms of the Contract, but the Contractor shall not be entitled to any other Claim.

14H.2 Use of Existing Improvements and Facilities

Without limiting any other obligations of the Contractor, the Contractor shall:

(a) not disrupt or interfere with the operations being undertaken on, from or within the Existing Improvements;

(b) without limiting paragraph (a), not interfere with the free movement of traffic (vehicular or pedestrian) into and out of, adjacent to, around, on or about the Site or the Existing Improvements or block or impair access to any premises, carparks, loading bays, roadways, pedestrian ways or other facilities associated with the Existing Improvements ('Existing Facilities');

(c) not use nor allow any subcontractor (or their respective agents or employees) to use, whether for parking or any other purpose, any part of the Existing Facilities other than as expressly allowed by the Contract or as directed by the Superintendent from time to time;

(d) comply with the Superintendent's directions as to:

(i) the times of day and days of the week that any particular Existing Facilities may not be used by the Contractor, subcontractors or their agents or employees or when use of them is restricted; or

(ii) any part of the Existing Facilities the use of which is prohibited by the Contractor, subcontractors or their agents or employees; and

(e) at the Contractor's own cost immediately repair and make good any damage to the Existing Facilities arising from or in connection with the work under the Contract to the Superintendent's satisfaction.

14H.3 Interference with Services to Existing Improvements

The Contractor shall:

(a) give the Superintendent 48 hours (or such longer period as may be specified in the Contract) prior written notice of any disconnection or other interference with services to the Existing Improvements;

(b) ensure that any disconnection or other interference with services to the Existing Improvements takes place outside the trading or operating hours of the Existing Improvements;

(c) provide at the Contractor's cost such alternative temporary services as are required to ensure that there is no disruption to the trading or operations of the Existing Improvements;

(d) at the Contractor's own cost immediately repair and make good any damage to the services to the Existing Improvements arising from or in connection with the work under the Contract (to the Superintendent's satisfaction).

14H.4 Interference with Users and Shutdowns

Except to the extent expressly permitted by the Contract or agreed with the Superintendent, the Contractor shall:

(a) not disrupt or interfere in any way with the daily operations, use and trading of the Existing Improvements;
(b) not cause any nuisance, inconvenience or disruption to users of the Existing Improvements;
(c) program and co-ordinate all work under the Contract so as to minimise the effect that the carrying out of the work under the Contract has on the Existing Improvements; and
(d) comply with:
   (i) the requirements of the Superintendent, Principal and any relevant Site Owner; and
   (ii) the Contract,
   in connection with any shutdown of or other disruption or access to any Existing Improvements required in connection with the work under the Contract.

14H.5 Indemnity by Contractor

The Contractor shall indemnify the Principal in respect of all demands, claims, costs, expenses, damages and other liabilities arising from the breach by the Contractor of the provisions of this Clause (including without limitation any claim by a user of the Existing Improvements for compensation or damages arising from disruption to their business).

14I PPSA

14I.1 Meanings of Terms

In this Clause, 'PPSA' means the *Personal Property Securities Act 2009* (Cth) and 'Security Interest' and 'Perfected' have the meanings given to them in the PPSA.

14I.2 Principal's Security Interests

The Contractor must, whenever the Principal requests, do anything to ensure any Security Interest granted to the Principal under the Contract is fully effective, enforceable and Perfected with priority over any other claims or interests of any person.

14I.3 Security Interests of Third Parties

(a) The Contractor must not without the Principal's consent (which will not be unreasonably withheld) give or allow to exist any Security Interest in the Contract or plant, equipment, materials, documents or other things provided or used by the Contractor in the discharge of its obligations under the Contract.

(b) The Contractor must, whenever requested by the Principal, provide the Principal with any form, notice, consent, agreement or other information relating to a Security Interest referred to in clause 14I.3(a).

(c) Despite any other provision of the Contract and without prejudice to the requirements of Clause 42.4, the Principal will not be obliged to pay for and the Contractor will not be entitled to make a claim for the value of any plant, equipment, materials, documents or other things which are provided by the Contractor under the Contract until either:
   (i) those things have been affixed to land of the Principal; or
   (ii) the Contractor has demonstrated to the Principal that those things are not the subject of Security Interests in favour of any person (other than the Principal).

14I.4 PPSA Requirements

The Contractor must take reasonable steps to identify Security Interests in its favour and to perfect and protect them, with the highest priority reasonably available, to the extent they are
relevant to the subject matter of the Contract or the Contractor's performance of its obligations under the Contract.

14I.5 PPSA Exclusions

(a) To the extent the Contract or the transactions contemplated by it give rise to a Security Interest under the PPSA, the parties agree that all provisions of the PPSA listed in section 115(1) and 115(7) of the PPSA (other than, in respect of any Security Interest held by the Principal, sections 117, 118, 128, 129, 134 and 135) are excluded in full and will not apply to that Security Interest.

(b) The Contractor waives its right to receive:

   (i) each notice which section 157(3) permits it to waive and, to the extent capable of being waived, notice under any other provision of the PPSA; and

   (ii) anything from the other party under section 275 and agrees not to make any request of the other party under that section.

14I.6 Confidentiality

For the purposes of section 275(6) of the PPSA, the Principal and the Contractor agree, their obligations of confidentiality under Clauses 8.6 and 50.5 of the Contract applies to any information of the kind referred to in section 275(1) of the PPSA relating to any Security Interest given or arising under the Contract.

14I.7 Retention Moneys or Payments Withheld

Despite any other provision of the Contract:

(a) the Contractor has no right, title or interest in or in respect of retention moneys or other amounts withheld by the Principal under the Contract; and

(b) the retention moneys or other amounts withheld comprise amounts of consideration under the Contract in respect of which the Principal has no payment or other obligations,

until those retention moneys or other amounts withheld are required by the Contract to be paid to the Contractor.

14I.8 Principal Supplied Material

Despite any other provision of the Contract:

(a) the Principal at all times retains full ownership of any Principal Supplied Material despite possession or control of the Principal Supplied Material being given to the Contractor;

(b) if for any reason Principal Supplied Material made available to the Contractor is not:

   (i) used up in the provision of work under the Contract;

   (ii) affixed to the Works handed over to the Principal; or

   (iii) returned to the Principal by Practical Completion or upon the earlier termination of the Contract (free of any Security Interest or other third party claim),

the value of that Principal Supplied Material as reasonably determined by the Superintendent will be a debt due from the Contractor to the Principal whether or not the Principal Supplied Material was provided to the Contractor free of charge.
14J Queensland Code and Queensland Guidelines

14J.1 Application

(a) Clauses 14J.2, 14J.3 and 14J.5 apply to the extent the Queensland Government’s Implementation Guidelines to the Queensland Code of Practice for the Building and Construction Industry (‘Queensland Guidelines’) (as published by the Department of Justice and Attorney-General) are applicable to the work under the Contract or the Superintendent directs that this Clause is to apply. This clause applies if specified in Annexure Part A.

(b) Terms used in this clause 14J have the same meaning as is attributed to them in the Queensland Guidelines.


14J.2 Primary Obligation

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

(b) The Contractor must notify the Building Construction Compliance Branch (‘BCCB’) (or nominee) and the Principal of any alleged breaches of the Queensland Code and Queensland Guidelines 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 or consultant, and it does so, the Contractor must ensure that any secondary contract imposes on the subcontractor or consultant equivalent obligations to those in this Clause 14J including that the subcontractor or consultant must comply with, and meet any obligations imposed by, the Queensland Code and the Queensland Guidelines.

(d) The Contractor must not appoint or engage another party in relation to the work under the Contract or the Works where that appointment or engagement would breach a sanction imposed on the other party in relation to the Queensland Code or Queensland Guidelines.

14J.3 Access and information

(a) The Contractor must maintain adequate records of the compliance with the Queensland Code and Queensland Guidelines by it, its subcontractors, consultants and related entities.

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

(i) enter and have access to sites and premises controlled by the Contractor, including the Site;

(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 or the Works;

(v) have access to personnel; and

(vi) interview any person,

as is necessary for the authorised personnel to monitor and investigate compliance with the Queensland Code and Queensland Guidelines, by the Contractor, its subcontractors, consultants and related entities.
14J.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 or Queensland Guidelines that would have precluded it from tendering for work to which the Queensland Code and Queensland Guidelines apply.

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

(c) Where a sanction is imposed:
   (i) it is without prejudice to any rights that would otherwise accrue to the parties; and
   (ii) the State of Queensland (through its agencies, Ministers and the BCCB) is entitled to:
      (A) record and disclose details of non-compliance with the Queensland Code or Queensland Guidelines 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 and Queensland Guidelines apply.

14J.5 Compliance

(a) The Contractor bears the cost of ensuring its compliance with the Queensland Code and Queensland Guidelines, including in respect of any positive steps it is obliged to take to meet its obligations under the Queensland Guidelines. 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 and Queensland Guidelines does not relieve the Contractor from responsibility to carry out 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 and Queensland Guidelines.

(c) Where a change in the Contract or the Works is proposed, and that change would, or would be likely to, affect compliance with the Queensland Code and Queensland Guidelines, the Contractor must immediately notify the Principal (or Superintendent) 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 and Queensland Guidelines 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 or Superintendent will direct the Contractor as to the course it must adopt within 5 business days of receiving notice.

14K Queensland Charter for Local Content

This Clause applies if specified in Annexure Part A.
The Contractor must, and must ensure its subcontractors, in carrying out the work under the Contract:

(a) comply with the principles of the Queensland Charter for Local Content and any requirements under the Contract in this regard;
(b) comply with any Statement of Intent or equivalent local content statement under the Contract; and
(c) complete and submit a Charter for Local Content – Project Outcome Report (available from www.statedevelopment.qld.gov.au/resources/charter-for-local-content) to the Principal at Practical Completion and at such other times as reasonably requested by the Principal, with a copy to gcic@dsd.qld.gov.au.

14L. Building Code 2013

(a) If applicable to the work under the Contract or to the extent the Principal directs that this clause is to apply in Annexure Part A, the Contractor must comply with the Building Code 2013 (‘Building Code’).

(b) Compliance with the Building Code shall not relieve the Contractor from responsibility to perform the Contract, or from liability for any defect in the work under the Contract arising from compliance with the Building Code.

(c) Where a change in the Contract is proposed and that change would affect compliance with the Building Code, the Contractor must submit a report to the Commonwealth specifying the extent to which the Contractor's compliance with the Building Code will be affected.

(d) The Contractor must maintain adequate records of the compliance with the Building Code by:
   (i) the Contractor;
   (ii) its subcontractor;
   (iii) its 'related entities' as defined in the Building Code.

(e) If the Contractor does not comply with the requirements of the Building Code in the performance of this Contract such that a sanction is applied by the Minister for Employment, the Code Monitoring Group or the Commonwealth, without prejudice to any rights that would otherwise accrue, those parties shall be entitled to record that non-compliance and take it, or require it to be taken, into account in the evaluation of any future tenders that may be lodged by the Contractor or a related entity in respect of work funded by the Commonwealth or its agencies.

(f) While acknowledging that value for money is the core principle underpinning decisions on Government procurement, when assessing tenders, the Contractor may give preference to subcontractors that have a demonstrated commitment to:
   (i) adding and/or retaining trainees and apprentices;
   (ii) increasing the participation of women in all aspects of the industry; or
   (iii) promoting employment and training opportunities for Indigenous Australians in regions where significant indigenous populations exist.

(g) The Contractor must not knowingly appoint a subcontractor regarding the project where:
   (i) the appointment would breach a sanction imposed by the Minister for Employment; or
   (ii) the subcontractor has had an adverse Court or Tribunal decision, not including decisions under appeal, for a breach of workplace relations law, Work Health and Safety Law or worker's compensation law and the subcontractor has not fully complied, or is not fully complying, with the order of that decision.
The Contractor agrees to require that it and its subcontractors and its related entities provide the Commonwealth or any person authorised by the Commonwealth, including a person occupying a position in Fair Work Building and Construction, with access to:

(i) inspect any work, material, machinery, appliance, article or facility;

(ii) inspect and copy any record relevant to the project and the work under the Contract; and

(iii) interview any person,
as is necessary to demonstrate its compliance with the Building Code.

Additionally, the Contractor agrees that the Contractor and its related entities will agree to a request from the Commonwealth or any person authorised by the Commonwealth, including a person occupying a position in Fair Work Building and Construction, to produce a specified document within a specified period, in person, by fax or by post.

The Contractor must ensure that all subcontractors impose obligations on subcontractors equivalent to the obligations under this clause.

15 PROTECTION OF PEOPLE AND PROPERTY

Insofar as compliance with the requirements of the Contract permits, The Contractor shall—

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

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

(c) prevent nuisance and unreasonable noise and disturbance.

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

If the Contractor or the employees or agents of the Contractor damage property, including but not limited to public utilities and services and property on, or adjacent to or in the vicinity of the Site, or improvements which a dilapidation survey referred to in Clause 14G reveals have been damaged the Contractor shall promptly make good the damage and pay any compensation which the law requires the Contractor to pay and shall have no Claim.

If the Contractor fails to comply with an obligation under Clause 15 the Principal may, in its absolute discretion and 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.

Without limiting any other provision of the Contract, the Contractor shall indemnify the Principal against any costs, damages, loss, claim or liability arising from the Contractor's breach of this Clause.

16 CARE OF THE WORK AND REINSTATEMENT OF DAMAGE

16.1 Care of the Work Under the Contract

From and including the earlier of the date of commencement of work under the Contract and the date on which the Contractor is given possession of the Site to 4 p.m. on the Date of Practical Completion of the Works, the Contractor shall be responsible for the care of the work under the Contract.

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.
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copyright under Clause 42.1, things entrusted or provided to the Contractor by the Principal or the Superintendent for the purpose of carrying out the work under the Contract, things brought on the Site by subcontractors 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.

After 4 p.m. 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 30.6, 31.1 and 37.

16.2 Reinstatement

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 defined in Clause 16.3) occurs to anything while the Contractor is responsible for its care, the Contractor shall at the Contractor's own cost promptly make good the loss or damage so that the work under the Contract conforms in every respect with the provisions of the Contract.

16.3 Excepted Risks

The 'Excepted Risks' are—

(a) any negligent act or omission of the Principal, the Superintendent or the employees, consultants or agents of the Principal;

(b) any risk specifically excepted in the Contract;

(c) war, invasion, act of foreign enemies, 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 or of the Principal (not being employed by the Contractor) (other than Separate Contractors carrying out work or other activities in areas of the Site prior to those areas being handed over to the Principal upon Practical Completion) of any part of the work under the Contract; 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;

(f) acts or omissions of Separate Contractors except acts or omissions caused or contributed to by a breach of the Contract by the Contractor; or

(g) defects in the design of the work under the Contract other than a design provided by the Contractor.

but excluding any risk causing 'eligible terrorism loss' to which the Terrorism Insurance Act 2003 applies.

The Contractor shall promptly, and in any event within seven days, notify the Superintendent in writing of any loss or damage to the work under the Contract caused by an Excepted Risk identifying the nature, location and extent of the loss or damage.
17 DAMAGE TO PERSONS AND PROPERTY OTHER THAN THE WORKS

17.1 Indemnity by Contractor

The Contractor shall indemnify the Principal against—

(a) loss of or damage to property of the Principal, including without limitation existing property in or upon which the work under the Contract is being carried out or any Existing Improvements; and

(b) claims by any person 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 negligent act or omission of the Principal or employees or agents of the Principal may have contributed to the loss, damage, death or injury.

Clause 17.1 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) damage which is the unavoidable result of the construction of the Works in accordance with the Contract expressly required or authorised by the Contract; and

(iv) subject to the Contractor’s strict compliance with the terms of the Contract, claims in respect of the right of the Principal to construct, carry out the work under the Contract on the Site.

17.2 Indemnity by the Principal

The Principal shall indemnify the Contractor in respect of damage referred to in Clause 17.1(iv) and claims referred to in Clause 17.1(v).

18 INSURANCE OF THE WORKS

Alternative 1

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.

Without limiting the generality of the obligation to insure, the policy shall cover the Contractor's liabilities under Clause 16.2 and things in storage off Site and in transit to the Site.

The insurance cover may exclude—

(a) the cost of making good fair wear and tear or gradual deterioration but shall not exclude the loss or damage resulting therefrom;

(b) the cost of making good faulty design, workmanship and materials but shall not exclude the loss or damage resulting therefrom;

(c) consequential loss of any kind, but shall not exclude loss of or damage to the Works;

(d) damages for delay in completing or for the failure to complete the Works;
(c) 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;

(f) loss or damage resulting from the Excluded Risks (b) and (c) in Clause 16.3.

The insurance cover shall be for an amount not less than the sum of—

(i) the Contract Sum;
(ii) the amount stated in the Annexure Part A to provide for costs of demolition and removal of debris;
(iii) the amount stated in the Annexure Part A to cover fees of consultants;
(iv) the value stated in the Annexure Part A of any materials or things to be supplied by the Principal for the purposes of the work under the Contract (including without limitation Principal Supplied Material); and
(v) the additional amount or percentage stated in the Annexure Part A of the total of the items referred to in sub-paragraphs (i) to (iv) of this paragraph.

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 employed from time to time in relation to the work under the Contract 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 approvals shall not be unreasonably withheld. The policy shall be maintained until the Contractor ceases to be responsible under Clause 16.1 for the care of anything.

Alternative 2

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 policy or proposed policy included in the documents on which the Contractor tendered. The policy or proposed policy shall include the name of the insurer. The Principal shall maintain the policy while ever the Contractor has an interest therein and the Principal shall pay all premiums.

18A INSURANCE OF MOTOR VEHICLES

(a) Before the Contractor commences any of the work under the Contract, the Contractor shall effect motor vehicle third party bodily injury and property damage liability insurance for a combined limit of not less than the sum stated in Annexure Part A, or if no amount is stated, $20,000,000, in respect of all vehicles to be used by the Contractor (whether owned, rented or leased) in connection with the work under the Contract.

(b) The insurance shall be maintained at all times that the vehicles are to be used by the Contractor in connection with the work under the Contract or are on the Site.

(c) The Contractor shall ensure that every subcontractor is similarly insured.

(d) The provisions of Clause 21 shall also apply to the insurance to be effected under this Clause.

18B TRANSIT INSURANCE

(a) Without limiting clause 18, if required by the Superintendent the Contractor shall, before transporting or otherwise moving in any way any plant or material intended for incorporation in the Works, effect a policy of insurance against loss of or damage to the same during their transit to the Site (including without limitation by air, sea or otherwise) and during their unloading at the Site, which shall:
(i) be for an amount being no less than the full value of the plant or equipment;
(ii) be effected with an insurer on terms and conditions both satisfactory to and approved in writing by the Superintendent in its discretion; and
(iii) be in the joint names of the Principal and the Contractor.

(a) The provisions of Clause 21 shall also apply to the insurance to be effected under this Clause.

19 PUBLIC AND PRODUCTS LIABILITY INSURANCE

Alternative 1

Before the Contractor commences work under the Contract, the Contractor shall take out a Public Liability Policy effecting a public and products liability policy of insurance in the joint names of the Principal and the Contractor which covers the Principal, the Contractor, the Superintendent and all subcontractors employed from time to time in relation to the work under the Contract 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).

The Public Liability Policy shall be for an amount in respect of any one occurrence not less than the sum stated in the Annexure Part A and, unless otherwise specified elsewhere in the Contract, shall be effected with an insurer on terms both approved in writing by the Principal which approval shall not be unreasonably withheld and, unless otherwise specified elsewhere in the Contract, shall be effected with an insurer approved in writing by the Principal which approval shall not be unreasonably withheld. The policy shall be maintained until the Final Certificate is issued under Clause 42.8.

Alternative 2.

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 policy or proposed policy details of which were included in the documents on which the Contractor tendered. The policy or proposed policy shall include the name of the insurer. The Principal shall maintain the policy while ever the Contractor has an interest therein and the Principal shall pay all premiums.

20 INSURANCE OF EMPLOYEES

Before commencing 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 and shall extend cover to each and every claim for an amount not less than the minimum statutory requirement.

The insurance shall be extended to indemnify the Principal for the Principal's statutory and common law liability to persons employed by the Contractor (where permitted by law).

The Contractor shall ensure that every subcontractor is similarly insured.

21 INSPECTION AND PROVISIONS OF INSURANCE POLICIES

21.1 Proof of Insurance

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 and where the Contractor is obliged to insure, that evidence will include providing full copies of the insurance, including details of:

(a) the amount and terms of cover;

(b) the company issuing the policy; and

(c) the currency or expiry date of the insurance,

which must be to the satisfaction and approval of the Principal.

The effecting of insurance shall not limit the liabilities or obligations of a party under other provisions of the Contract.

The Principal may in respect of any policy of insurance which the Principal is obliged to effect under the Contract:

(a) vary the terms of the policy, including the cover or amount of the policy; or

(b) substitute a different policy of insurance with the same or a different insurer on the same or substantially the same terms,

provided that the Principal shall not vary or substitute the policy if the variation or substitution would in the Principal's reasonable opinion adversely affect the Contractor's protection under the policy without the Contractor's written consent (which shall not be unreasonably withheld).

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, 18A, 18B, 19 or 20 in accordance with Clause 21.1 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 Contractor's strict compliance with its obligations under Clause 21.1 shall be a condition precedent to the Contractor being entitled to make any claim for payment, or receive any payment under the Contract at any time the Principal may refuse payment until evidence of compliance with insurance obligations under Clauses 18, 19 and 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, 18B or 19 shall immediately notify 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; and

(b) provide that a notice of claim given to the insurer by the Principal, the Superintendent, the Contractor or a subcontractor shall be accepted by the insurer as a notice of claim given by the Principal, the Superintendent, the Contractor and the subcontractor; 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.

The party effecting insurance under Clauses 18, 18B or 19 shall ensure that each policy of insurance contains a provision acceptable to the other party that a notice of claim given to the insurer by the Principal, the Superintendent, the Contractor or a subcontractor shall be
accepted by the insurer as a notice of claim given by the Principal, the Superintendent, the Contractor and the subcontractor.

21.4 Notices of Potential Claims

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, 18A, 18B 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.

Where a policy of insurance required by the Contract has been effected by the Principal the Principal shall similarly inform the Contractor.

21.5 Settlement of Claims

Upon settlement of a claim under the insurance specified by Clause 18 or 18B—

(a) 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 name of the Principal. As the Contractor proceeds to reinstate the loss or damage, the Superintendent shall certify against the joint account for the cost of reinstatement; and

(b) 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).

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 Miscellaneous Insurance Provisions

The Contractor shall:

(a) pay all excesses and deductibles under a policy of insurance effected by the Principal or the Contractor under the Contract unless the claim:

(i) includes only loss, damage or claims for which the Contractor is not responsible under the Contract; or
(ii) is caused by an Excepted Risk as defined in clause 16.3 not caused or contributed to by the Contractor;

(b) at its own cost and expense, effect and maintain any other insurances:

(i) required by any Legislative Requirement in force applicable to the work under the Contract;
in respect of mobile equipment, Constructional Plant and equipment, tools, tackle, employees' effects and the like, and all other property for which the Contractor is responsible, for an amount of not less than market value (unless otherwise insured to the satisfaction of the Principal); and

(iii) which the Contractor considers necessary in connection with the work under the Contract or the Works;

(c) pay all premiums and other costs incurred by the Contractor in connection with insurance which it is obliged to effect under the Contract;

(d) ensure that it:

(i) satisfies itself as to; and

(ii) complies strictly with,

the terms of any policy of insurance effected under the Contract;

(a)(c) to the extent directed by the Superintendent, allow the Principal to make, negotiate and settle any insurance claim in which the Principal has an insurance interest;

(f) ensure that any proceeds received from any insurance claim in which the Principal is interested are paid (in priority to any other payments) to compensate the Principal as fully as possible for any loss, damage, claim or other liability of the Principal covered by the policy; and

(g) despite any other provision of the Contract, accept as full payment for any reinstatement or replacement of the work under the Contract which is the subject of an insurance claim and does not arise from an Excepted Risk defined in clause 16.3, not caused or contributed to by the Contractor, the amount of insurance proceeds recovered by the Principal or Contractor in respect of that reinstatement or replacement.

22 CLERK OF WORKS AND INSPECTORS

The Superintendent shall forthwith notify the Contractor in writing of the name of any Clerk of Works or inspector appointed by the Principal or the Superintendent.

23 SUPERINTENDENT

The Principal shall:

(a) ensure that at all times there is a Superintendent; and

(b) that engage the Superintendent on terms which require the Superintendent to, and must at all times not prevent the Superintendent to, in the exercise of the functions of the Superintendent under the Contract Clause 35.5 (assessment of extensions of time), Clause 36 (assessment of delay or disruption costs), Clause 42.5 (issue of the Certificate of Practical Completion), Clause 40.5 (valuation of variations), Clause 42.1 (issue of payment certificates), Clause 42.8 (issue of the Final Certificate), the Superintendent in making a decision in relation to a dispute and in making cost assessments—

(i) acts honestly, and fairly and independently;

(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.

For the avoidance of doubt, references in paragraph (b) above to the Superintendent's functions under Clause 35.5 (assessments of extension of time) and Clause 42.1 (issue of
payment certificates) include the functions of assessing all Claims of the Contractor relevant to the quantification of the Contractor's entitlement to extensions of time or payments.

Despite any other provision of the Contract, the Principal is under no obligation to provide advice to the Superintendent in connection with, or review any determination made or to be made by, the Superintendent in the discharge of its functions under paragraph (b) above, but may, in its discretion, make submissions to or provide advice to the Superintendent for its consideration in connection with those determinations.

The Superintendent may carry out its functions under the Contract (other than where the Contract expressly requires the Superintendent to act as a certifier and those functions referred to in paragraph (b) above):

(1) (c) as agent and representative of the Principal;

(d) in accordance with instructions given to it by the Principal (acting in its absolute discretion unless the Contract expressly requires otherwise) and in a manner consistent with the interests of the Principal.

If, pursuant to a provision of the Contract enabling the Superintendent to give directions, the Superintendent gives a direction (whether oral or in writing):

(e) the Contractor shall comply with the direction; or

(f) if the Contractor considers it is not for any reason bound to comply with the direction, the Contractor shall notify the Superintendent that it considers it is not so bound and the reason immediately after the direction is first given.

In Clause 23 'direction' includes agreement, approval, authorization, certificate, decision, demand, determination, explanation, instruction, notice, order, permission, rejection, request or requirement.

Where the Contract provides for the Superintendent to approve any fact, matter or thing the Superintendent shall not be taken to have given its approval unless the approval is given in writing to the Contractor.

Except where the Contract otherwise provides, a direction may be given orally but the Superintendent shall as soon as practicable confirm it in writing.

If the Contractor in writing requests the Superintendent to confirm an oral direction, the Contractor shall not be bound to comply with the direction until the Superintendent confirms it in writing.

The Superintendent shall have:

(i) access to the Site and the work under the Contract; and

(ii) after reasonable notice to the Contractor, access to any place other than the Site where work under the Contract is being carried out or materials are being prepared or stored, for the purposes of discharging the functions of the Superintendent under the Contract.

23A PRINCIPAL’S AND SUPERINTENDENT’S DISCRETIONS

The Contractor agrees that except to the extent expressly provided in the Contract:

(a) the Principal and Superintendent may exercise those discretions and rights given to them under the Contract in whatever way the Principal or Superintendent decide in their absolute discretion; and

(b) the Principal or Superintendent may grant, refuse or grant subject to reasonable conditions any consent required from the Principal or Superintendent in their absolute discretion.
23B PRINCIPAL'S AND SUPERINTENDENT'S DISCRETIONS

Where the Superintendent is performing its functions referred to in Clause 23(b) of the Contract:

(a) the Principal may on its own behalf make submissions to the Superintendent at any time in respect of the issues to be determined by the Superintendent;

(b) the Superintendent may in its discretion (but is under no obligation to) seek submissions from the Contractor in respect of those issues;

(c) the Superintendent will give due consideration to (but not be bound to accept) submissions received from either the Principal or Contractor in respect of those issues; and

(d) the Principal is under no obligation to ensure the correctness or reasonableness of determinations made by the Superintendent.

24 SUPERINTENDENT'S REPRESENTATIVE

The Superintendent may from time to time appoint individuals to exercise any functions of the Superintendent under the Contract but not more than one Superintendent's Representative shall be delegated the same function at the same time. The appointment of a Superintendent's Representative shall not prevent the Superintendent from exercising any function.

The Superintendent shall forthwith notify the Contractor in writing of—

(a) the appointment and the name of any Superintendent's Representative and the functions delegated to the Superintendent's Representative;

(b) the termination of the appointment of a Superintendent's Representative.

If the Contractor makes a reasonable objection to the appointment of a representative, the Superintendent shall terminate the appointment.

25 CONTRACTOR'S REPRESENTATIVE

The Contractor shall personally superintend the execution of the work under the Contract or, at all times during which any activities relating to the execution of the work under the Contract are taking place, have a competent representative present on the Site and, if required by the Superintendent, at other places at which activities relating to the execution of the work under the Contract are taking place.

The Contractor shall forthwith notify the Superintendent in writing of the name of the representative and of any subsequent changes. Any direction defined in Clause 23 shall—

(a) if it relates to the execution of work on the Site and is given to the representative on the Site; or

(b) if it relates to the execution of work at any other place and is given to the representative at the other place,

be deemed to have been given to the Contractor.

Matters within the knowledge of a representative of the Contractor shall be deemed to be within the knowledge of the Contractor.

If the Superintendent makes a reasonable objection to the appointment of a representative, the Contractor shall terminate the appointment and appoint another representative.
26 CONTROL OF CONTRACTOR'S EMPLOYEES AND SUBCONTRACTORS

26.1 Superintendent's Control

The Superintendent 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 Superintendent directs, any person employed in connection with the work under the Contract who, in the opinion of the Superintendent, is guilty of misconduct or is incompetent or negligent or fails to comply with any Licence and Competency Requirement, Environmental Requirement or safety obligation under the Contract. 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 Superintendent. The Contractor is not entitled to any Claim in respect of a direction by the Superintendent given under this Clause.

26.2 Key Personnel

The Contractor:

(a) must ensure the key personnel listed in Annexure Part A are engaged in the provision of the work under the Contract in the respective capacities also set out in Annexure Part A; and

(b) must only replace the key personnel:

(i) in circumstances of death, serious illness, change of employment or request by the Superintendent; and

(ii) with others (having equivalent skill and experience) approved by the Superintendent.

27 SITE

27.1 Possession of Site

(a) Subject to paragraph (b), the Principal shall on or before the expiration of the time stated in the Annexure give the Contractor possession of the Site or sufficient of the Site to enable the Contractor to commence work. 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.

(b) The Contractor acknowledges and agrees that:

(i) the nature of the work under the Contract is such that the Principal may not own or control all of the Site;

(ii) the Contractor shall, at its own cost, obtain all necessary approvals, permissions and consents for access to those parts of the Site not owned or controlled by the Principal to enable it to execute the work under the Contract on those parts of the Site, except to the extent that:

(A) the Contract expressly provides that the Principal shall obtain such approval, permission or consent;

(B) the Contractor is unable, despite reasonable endeavours, to negotiate a right of access in respect of any part of the Site and notifies the Principal in writing of this, and the Principal has the right, under any legislation, to
enforce a statutory right of access to that part of the Site for the purpose of the Works; or

(C) the Principal otherwise notifies the Contractor in writing;

(iii) the Contractor shall comply with all conditions attaching to approvals, permissions and consents whether obtained by the Contractor or the Principal to access any part of the Site not owned or controlled by the Principal and indemnifies the Principal against any Claim arising from breach of any such condition.

(c) Notwithstanding the provisions of Clause 27.1, if the Contractor is in breach of Clause 21.1, the Principal may refuse to give the Contractor possession of the Site or any part of the Site until the Contractor has complied with the requirements of Clause 21.1.

(d) 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.

(e) A delay by the Principal in giving the Contractor access to any part of the Site pursuant to this Clause shall not be a breach of Contract by the Principal but may, except in respect of any part of the Site for which the Contractor is obliged to arrange access, justify a Claim for an extension of time pursuant to Clause 35.5.

(f) Except as expressly stated in the Contract, the Contractor is responsible for the performance of any work or the provision of any services or facilities which may be necessary to enable the Contractor to obtain and maintain possession of or access to the Site.

27.1A Pre-conditions for Possession

The Principal is not obliged to give the Contractor possession of the Site until:

(a) the Contractor has:

(i) provided proof of insurance policies in accordance with Clause 21.1;

(ii) given to the Superintendent:

(A) all Contractor's Management Plans in accordance with Clause 14E;

(B) a construction program in accordance with Clause 33.2;

(iii) provided evidence of compliance with the Licence and Competency Requirements in accordance with Clause 14.1A;

(iv) provided security as required in accordance with Clause 5.2;

(b) the Formal Instrument of Agreement has been executed by the parties and a copy of the executed Formal Instrument of Agreement returned to the Principal;

(c) any other conditions which the Contract requires be satisfied before the work under the Contract is commenced on Site, have been satisfied to the Superintendent's satisfaction.

27.2 Access for the Principal and Others

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, including without limitation to:

(a) inspect the work under the Contract;
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.

If requested by the Contractor, the Principal shall provide to the Contractor the names of the persons so engaged.

The Contractor shall at all reasonable times give the Principal, the Superintendent, the Clerk of Works and inspectors appointed under Clause 22, and other persons authorized in writing by the Principal or by the Superintendent access to the work under the Contract at any place where the work is being carried out or materials are being prepared or stored.

The Principal shall endeavour to ensure that the Contractor is not impeded in the execution of the Contractor's work by any persons referred to in Clause 27.2, whilst exercising the right of access given by Clause 27.2.

27.2A Separate Contractors

The Contractor shall permit and the Principal shall be entitled to arrange for or allow persons (including without limitation personnel of the Principal) to carry out works, provide services or supply other items not included in the work under the Contract ('Separate Contractors') on the Site or the Works concurrently with the execution by the Contractor of the Works.

In respect of Separate Contractors:

(a) the Contractor shall ensure that all Separate Contractors satisfactorily complete the site induction program applying to the Site before commencing any work on Site or in connection with the Works, promptly having regard to each Separate Contractor's requirements for access to carry out works;

(b) the Contractor shall be responsible for the co-ordination of all Separate Contractors and shall without limitation, co-operate with Separate Contractors and co-ordinate their work with the Works as a whole and the work of other Separate Contractors and the Contractor shall use its best endeavours to facilitate the execution of the work by Separate Contractors;

(c) the Contractor acknowledges that it has allowed in the Contract Sum and the Date for Practical Completion for all delays and costs in respect of such co-ordination and shall not be entitled to any Claim (including without limitation delay or disruption costs) as a result of the Contractor's compliance or failure to comply with its obligations under this Clause; and

(d) the Contractor shall:

(i) be responsible for any damage to the Works caused by the Contractor failing to adequately protect the work under the Contract or the Works or failing to co-ordinate the work under the Contract with the work of Separate Contractors; and

(ii) be responsible for any damage (however caused) to the work of Separate Contractors caused by the Contractor or any subcontractor; and

(f) without prejudice to the Contractor's obligations to exercise due care, the Contractor shall make available for use by Separate Contractors at the cost of the Contractor and at no charge to Separate Contractors or the Principal, all facilities which are otherwise provided
by the Contractor in connection with the Contract and the Contractor shall co-operate with the Superintendent and Separate Contractors in the use of such facilities and will at the Contractor's cost comply with all directions of the Superintendent in respect thereof.

The carrying out of work by Separate Contractors is deemed not to be an act of prevention by the Principal.

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 Superintendent.

27.4 Use of Site by Contractor

Unless the Contract otherwise provides or the Superintendent 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

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 promptly notify the Superintendent of the discovery.

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.

27A ADDITIONAL SITE PROVISIONS

27A.1 Access to Site

The Contractor shall ensure that the Contractor, its employees, its subcontractors and their employees:

(a) do not enter upon any place notified by the Principal to the Contractor in writing as a place to which the Contractor is not to have access, without the prior written consent of the Principal;
(b) access the Site in the manner which:
   (i) ensures minimum disturbance and inconvenience to use of the Existing Improvements; and
   (ii) the Superintendent approves from time to time;
(c) without limiting any other provision of the Contract, at all times:
   (i) keep themselves informed as to the requirements of, comply with and not do anything which may place the Principal in breach of laws or Legislative Requirements applying to the Site;
   (ii) comply with all procedures, policies or rules adopted from time to time by the Principal in connection with the Site; and
(iii) comply with the directions (if any) given to the Contractor by the Principal or the Superintendent or others authorised by the Principal or any Legislative Requirement at any time in connection with the Site (including access to and use of the Site);

(d) only access the Site during the hours and on the days provided for in the Contract;

(e) ensure the Site is kept safe and secure during and outside of working hours; and

(f) keep the Site clean at all times.

27A.2 Access Only

Despite any other provision of the Contract, where Annexure Part A specifies the Contractor is to have only access to the Site:

(a) references in the Contract to "possession of" the Site shall be read as "access to" the Site; and

(b) the Contractor shall have no right of exclusive occupation or possession of any part of the Site and shall access the Site only in accordance with the Contract.

27A.3 Access to Adjoining Properties

The Contractor shall:

(a) at its own cost, obtain all necessary approvals, permissions and consents for any access to or over, underpinning or use of, or work relating to any adjoining site or property which may be required for execution of the work under the Contract (not in the ownership or control of the Principal) except to the extent the Contract expressly provides that the Principal shall obtain such approvals, permissions and consents;

(b) comply with all conditions attaching to such approvals, permissions and consents;

(c) perform any work that is necessary to obtain access to or over any adjoining site or property or work relating to any adjoining site or property which may be required for execution of the work under the Contract;

(d) not, in carrying out the work under the Contract, encroach on or over any adjoining site or property except in accordance with any approval, permission or consent under paragraph (a); and

(e) indemnify the Principal against:

(i) any claim in respect of personal injury or death or loss of, or damage to the Principal's or any other property in respect of the Contractor's access to, or over, underpinning or use of or work relating to any adjoining site or property; and

(ii) any claim, action, cost, expense, damages, loss or liability arising from breach of any condition attaching to any approval, permission or consent referred to in paragraph (a).

27A.4 Site Plan

Where the Contract includes a plan or description of the area which is to comprise the Site for the purposes of the Contract ("Site Area"):

(a) subject to paragraph (b) and Clause 27A.3, the Contractor shall not access (and shall have no Claim arising from the Principal not providing access to) any area not within the Site Area;

(b) the Principal may at any time in its absolute discretion consent to the Contractor having access to areas in the possession or control of the Principal not within the Site Area.
(c) the Contractor shall be bound by and comply with any conditions imposed by the Principal in giving its consent under paragraph (b); and

(d) any additional area made available to the Contractor under paragraph (b) shall comprise part of the Site for the purposes of the Contract.

27A.5 Accessed Site and Controlled Site

The parties agree:

(a) where the Contractor is given access to or possession of the Controlled Site under the Contract, the Contractor must:

(i) assume full responsibility for and full management and control of the Controlled Site while it remains Controlled Site; and

(ii) without limiting paragraph (a)(i):

(A) ensure the Controlled Site is kept secure at all times (including against entry by any unauthorised person);

(B) ensure that any person entering the Controlled Site completes adequate safety or other training or induction before entering the Controlled Site; and

(C) ensure that any person entering the Controlled Site complies with all requirements that may arise in connection with the Contractor ensuring its full compliance with the Contract.

(b) where the Contractor is given access to the Accessed Site, the Contractor must:

(i) allow the Principal or other person in possession or management and control of the Accessed Site (‘Accessed Site Occupant’) to maintain its possession or management and control of the Accessed Site while the Contractor is carrying out the work under the Contract within the Accessed Site; and

(ii) without limiting paragraph (b)(i):

(A) comply with the directions of the Accessed Site Occupant regarding the timing and conditions of the Contractor’s access to the Accessed Site; and

(B) complete any safety or other training or induction required by the Accessed Site Occupant before entering upon the Accessed Site.

27B SIGNAGE

27B.1 Principal's Signage

The parties agree:

(a) subject to paragraph (b), the Principal shall be entitled to arrange for any signage required by the Principal to be placed, erected, installed and maintained on any reasonable part of the Site or the work under the Contract, and the Contractor shall co-operate with such placement, erection or installation, and the maintenance of such signage by the Principal; and

(b) the Principal shall in exercising its rights under paragraph (a) not interfere with the Contractor's ability to carry out the work under the Contract.
27B.2 Contractor's Signage

The Contractor shall not place, erect or install any signage on the Site, the work under the Contract or any part of the Constructional Plant or other equipment unless:

(a) the signage is required in accordance with a Legislative Requirement; or
(b) the placement, erection or installation is first approved by the Superintendent.

If the Superintendent approves the placement, erection or installation of signage, the Contractor must maintain the signage in accordance with the approval.

27C SITE MEETINGS

27C.1 Attendance at Site Meeting

The Contractor shall ensure that it and any of its consultants, subcontractors or employees requested by the Superintendent or the Principal to attend are represented at any project or site meetings required by the Superintendent or Principal ('Site Meetings') to openly discuss all matters relevant to the Works and progress of the work under the Contract which may be convened by the Principal or Superintendent by reasonable notice to the Contractor.

27C.2 Minutes of Meeting

Minutes of each Site Meeting may be kept by the Superintendent and issued to the Contractor as soon as possible thereafter. If the Contractor does not agree with the accuracy of the minutes, it shall notify the Superintendent of the inaccuracy within 48 hours of receipt of the minutes. Failure to so notify, will be deemed acceptance by the Contractor of the minutes as a true and accurate record.

27C.3 No direction

Notwithstanding the recording of the minutes of any Site Meeting, no resolution or communication at any Site Meeting (nor minutes recording any resolution or communication) shall constitute a direction as defined in Clause 2 unless and until a separate direction is given to the Contractor in writing.

28 SETTING OUT THE WORKS

28.1 Setting Out

The Superintendent shall supply to the Contractor the information and survey marks necessary to enable the Contractor to set out the Works and the survey marks specified in the Contract. Upon receipt of any necessary information and survey marks, the Contractor shall set out the Works in accordance with the Contract and shall provide all instruments and things necessary for that purpose.

28.2 Care of Survey Marks

The Contractor shall keep in their true positions all survey marks supplied by the Superintendent.

If a survey mark is disturbed or obliterated, the Contractor shall immediately notify the Superintendent and, unless the Superintendent otherwise directs, the Contractor shall reinstate the survey mark.

If the disturbance or obliteration is caused by a person referred to in Clause 27.2, other than the Contractor or Separate Contractors, the cost incurred by the Contractor in reinstating the survey mark shall be valued under Clause 40.5.
28.3 Errors in Setting Out

If the Contractor discovers an error in the position, level, dimensions or alignment of any work under the Contract, the Contractor shall immediately notify the Superintendent and, unless the Superintendent otherwise directs, the Contractor shall rectify the error.

If the error has been caused by incorrect information, survey marks or data supplied by the Superintendent, the cost incurred by the Contractor in rectifying the error shall be valued under Clause 40.5.

28.4 Survey Mark Defined

'Survey mark' in Clause 28 means a survey peg, bench mark, reference mark, signal, alignment, level mark or any other mark for the purpose of setting out, checking or measuring work under the Contract.

29 MATERIALS, LABOUR AND CONSTRUCTIONAL PLANT

29.1 Provision of Materials, Labour and Constructional Plant

Except to the extent that the Contract otherwise provides, 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.

The Contractor must ensure all materials, machinery or equipment used on the Site complies with all relevant Legislative Requirements, codes of practice and Australian Standards.

29.2 Removal of Materials and Constructional Plant

From time to time the Superintendent 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 Superintendent, which approval shall not be unreasonably withheld.

29.2A Constructional Plant Owned by Others

The Contractor shall upon request by the Superintendent, notify the Superintendent in writing of the name and address of the owner of any Constructional Plant used in connection with the work under the Contract and held by the Contractor under an agreement with the owner of the Constructional Plant. The Principal may (but shall be under no obligation to), in order to avoid seizure by the owner of such Constructional Plant, pay to the owner the amount of any overdue instalment or other sums payable under such agreement.

In the event of the Principal doing so, the Principal may recover such amount as a debt due from the Contractor.

29.3 Manufacture and Supply of Materials

The Superintendent 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.
29.4 Principal Supplied Materials

Where the Contract requires the Contractor to use, in carrying out work under the Contract, any plant, equipment or materials (whether or not new) supplied by or on behalf of the Principal ("Principal Supplied Material");

(a) to the extent the Contract does not fully specify the nature or extent of the Principal Supplied Material:

(i) the Contractor shall, within 14 days after the Date of Acceptance of Tender and prior to commencement of the work under the Contract, notify the Principal in writing of:
   (A) the plant, equipment and materials requested by the Contractor to comprise the Principal Supplied Material (from the list of the proposed items of Principal Supplied Material stated in the Contract or otherwise provided by the Principal);
   (B) the date from which each particular item of Principal Supplied Material is required to enable the work under the Contract to be carried out within the time required by the Contract and, in the case of Constructional Plant, any other information required by the Principal;
   (C) the estimated period that each particular item will be required; and
   (D) any other information required by the Principal;

(ii) the Principal shall assess the Contractor's request under paragraph (i) and notify the Contractor of:
   (A) what the Principal determines should be the Principal Supplied Material and the time at which or in respect of Constructional Plant, the time during which the Principal Supplied Material will be made available to the Contractor; and
   (B) if the Principal's determination under paragraph (A) differs from the Contractor's request, reasons for the difference;

(iii) in the absence of a request by the Contractor under paragraph (i), the Principal may still provide to the Contractor the notice referred to in paragraph (ii):

(b) subject to paragraph (c):

(i) the Principal Supplied Material may be determined by the Principal in its absolute discretion;

(ii) the Principal gives no warranty and makes no representation to the Contractor as to the Principal Supplied Material (including its availability or quality);

(c) the Contractor shall have no Claim arising from or in connection with the Principal Supplied Material (including the extent, availability or quality of the Principal Supplied Material) except that:

(i) where the Principal fails to make available to the Contractor any Principal Supplied Material at the times set out in a notice given by the Principal to the Contractor under paragraph (ii)(A), the Contractor may claim an extension of time under and subject to the conditions of the Contract;

(ii) the Contractor shall not be liable to the Principal for defects in the Works which are caused by defects in the Principal Supplied Material to the extent that:
(A) the defect in the Principal Supplied Material could not have been ascertained from a full and complete inspection of the item before the item was used in connection with the work under the Contract; and

(B) no acts or omissions of the Contractor have caused or contributed to the defect; and

(iii) the Contractor shall be entitled to a valuation under Clause 40.5 to the extent the Principal does not make available to the Contractor any item of the Principal Supplied Material confirmed by the Principal to the Contractor in a notice under subclause (A) in paragraph (a)(ii) above;

(d) unless otherwise agreed, the Contractor must collect the Principal Supplied Material from the Principal's premises nominated by the Principal in the Contract or any notice in writing to the Contractor ('Principal's Premises');

(e) subject to the terms of this clause, from the date the Principal Supplied Material is made available to the Contractor and, in the case of the Constructional Plant, until the date the Principal Supplied Material is returned into the possession and control of the Principal:

(i) the Principal Supplied Material shall be taken to be work under the Contract;

(ii) the Contractor shall be responsible for the care of the Principal Supplied Material; and

(iii) the Contractor shall bear the risk of and be liable for reinstatement of loss or damage to the Principal Supplied Material from any cause other than an Excepted Risk referred to in Clause 16.3.

(f) unless the parties agree otherwise, the Principal Supplied Material shall be provided by the Principal at no charge to the Contractor;

(g) the Contractor shall:

(i) notify the Superintendent immediately if it becomes aware that any of the Principal Supplied Material is for any reason not fit for its intended purpose;

(ii) ensure the safe and secure use and storage of the Principal Supplied Material at all times;

(iii) ensure that the Principal Supplied Material is not used otherwise than for the work under the Contract and in accordance with the Contract;

(iv) not substitute any plant, equipment or materials for the Principal Supplied Material without the Superintendent's consent;

(v) comply with any lawful direction of the Superintendent as to the use of the Principal Supplied Material;

(vi) unless the Superintendent directs otherwise, ensure any Principal Supplied Material not used up in the work under the Contract (including all unused materials and Constructional Plant) is promptly returned to the Principal at the Principal's Premises; and

(h) the Contractor must comply with the Contractor's Management Plans in relation to all Principal Supplied Material.
29A WARRANTY REQUIREMENTS

29A.1 Special Warranty Requirements

The Contractor shall deliver to the Principal before Practical Completion, deeds of warranties on the terms set out in the form annexed as Annexure Part E:

(a) from the suppliers or subcontractors;

(b) in respect of the items of work under the Contract; and

(c) for the periods (which shall be taken to commence from the Date of Practical Completion of the last Separable Portion to achieve Practical Completion) and including the provisions,

set out in Annexure Part A or elsewhere in the Contract (“Special Warranties”).

If the Contract does not set out terms to apply to any Special Warranty, the Special Warranty shall be on such terms as the Superintendent may reasonably require having regard to the terms of warranties available in the market for the relevant item of work under the Contract.

29A.2 Warranties

Without limiting Clause 29A.1, the Contractor shall ensure that:

(a) all warranty entitlements arising from the work under the Contract or the Works include the Principal and the Site Owner and the Contractor as named beneficiaries;

(b) are in a form approved by the Superintendent; and

(c) are submitted to the Superintendent prior to Practical Completion being achieved.

29A.3 Other Obligations Preserved

The Contractor agrees that the requirement for or provision of warranties (including Special Warranties) (on any terms) shall not limit, restrict or affect in any way the obligations, warranties or liabilities of the Contractor under or in connection with the Contract (including as to the rectification of defects during the Defects Liability Period).

29A.4 Other Warranties

The Contractor agrees that despite any other provision of the Contract, where a subcontractor, manufacturer or supplier offers a warranty on goods, materials, workmanship or labour, in addition to or on terms more favourable to the Principal than those required by the Contract, such additional warranties shall be provided to the Principal by the Contractor at no cost and expense to the Principal.

29A.5 Contractor's Obligation

Whether or not the Contractor provides any of the Special Warranties in accordance with this clause and without prejudice to the obligations of any subcontractor under a Special Warranty, the Contractor shall:

(a) ensure that all training or instruction is:

(i) carried out by suitably qualified and skilled persons who are familiar with the operation, use and maintenance of the plant, equipment or services;
(ii) designed to meet the requirements of the trainee; and
(iii) carried out in accordance with the requirements of the Contract; and

(b) provide the training and instruction prior to Practical Completion being taken to be achieved.

30 MATERIALS AND WORK

30.1 Quality of Materials and Work

In carrying out the work under the Contract, the Contractor must comply with all Work Standards. 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 and other items which shall be in conformity with their description, of merchantable quality, fit for their purpose and of proper and tradesmanlike workmanship.

30.1A Nominated or Proprietary Items

Where the Contract or any direction by the Principal or Superintendent:

(a) nominates or describes (by a proprietary or brand name, model number or other specific means) any material or component to be used in connection with the work under the Contract; or

(b) nominates or describes the design, manufacturer, supplier or place of manufacture for any material, component or sub-assembly to be used in connection with the work under the Contract,

then:

(c) such nomination or description shall in no way relieve, limit or exclude any of the Contractor's obligations or liabilities under or in connection with the Contract;

(d) the Contractor shall:

(i) obtain the prior consent of the Superintendent to any change to or deviation from such nomination or description;

(ii) provide the Superintendent with any information that may be reasonably required by the Superintendent to consider any proposal by the Contractor to change or deviate from the nomination or description including:

(A) details of the alternative material or component;

(B) the method of application or fixing of the alternative material or component;

(C) the durability, serviceability, maintenance requirements, cleaning and protection of the alternative material or component;

(D) any required variation to the Works as a result of the change or deviation;

(E) any test results as to the alternative material or component; and

(iii) be responsible for the performance of any alternative material or component approved by the Superintendent.

*30.2 Quality Assurance

The Contractor shall, if requirements are so stated in the Contract or any Contractor Management Plan or any Methodology and Resourcing Document confirms the Contractor is quality assured or is implementing a quality system in respect of the Contract that requires the Contractor to be quality assured the Contractor shall—
(a) plan, establish and maintain a quality system which conforms to those requirements;

(b) provide the Superintendent with access to the quality system of the Contractor and each of the subcontractors of the Contractor to enable monitoring and quality auditing.

Any such quality system shall be used only as an aid to achieving compliance with the Contract and to document such compliance. Such system shall not relieve the Contractor of the responsibility to comply with the Contract notwith-standing—:

(a) the obligation of the Contractor to plan, develop and implement a quality system in accordance with the Contract; or

(b) any comment or direction upon, review or acceptance of, approval to proceed with or request to vary any part of the quality system given by or on behalf of the Principal or the Superintendent.

NOTE: The inclusion of Quality Assurance requirements in a contract will require detailed clauses in the Specification or elsewhere in the Contract which have regard to the Quality Standard selected for the work.

30.3 Defective Materials or Work

If the Superintendent discovers material or work provided by the Contractor which is not in accordance with the Contract, the Superintendent may direct the Contractor to—

(a) remove the material from the Site;

(b) demolish the work;

(c) reconstruct, replace or correct the material or work; or

(d) not to deliver the material or work to the Site.

The Superintendent may direct the times within which the Contractor must commence and complete the removal, demolition, replacement or correction.

If the Contractor fails to comply with a direction issued by the Superintendent pursuant to Clause 30.3 within the time specified by the Superintendent in the direction and provided the Superintendent has given the Contractor notice in writing that after the expiry of 7 days seven 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.

30.4 Variations due to Defective Materials or Work

Instead of a direction under Clause 30.3, the Superintendent 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 30.3, regard shall also be had to the difference.

30.5 Acceptance of Defective Material or Work

Instead of a direction under Clause 30.3 or 30.4, the Superintendent 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 increase or decrease in the value to
the Principal of the Works and any other loss suffered by the Principal shall be valued under Clause 40.5.

30.6 Generally

The Superintendent shall give either a direction under Clause 30.3 or 30.4 or a notice under Clause 30.5 as soon as practicable after the Superintendent becomes aware that material or work is not in accordance with the Contract. The Superintendent may give the direction or notice at any time before the issue of the Final Certificate under Clause 42.8.

Except to the extent that to do so would be inconsistent with a direction under Clause 30.4 or a notice under Clause 30.5 and notwithstanding that the Superintendent has not given a direction under Clause 30.3, the Contractor shall promptly remove, demolish, replace or correct material or work that is not in accordance with the Contract.

A progress payment, or a test or a failure by the Superintendent or anyone else to disapprove any material or work shall not prejudice the power of the Superintendent to subsequently give a direction under Clause 30.3 or 30.4 or a notice under Clause 30.5.

No inspections or tests carried out by the Principal or Superintendent shall prejudice or relieve the Contractor from any of its obligations or liabilities under or in connection with the Contract.

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.

The Superintendent shall not be obliged to give a direction under Clause 30.4 or a notice under Clause 30.5 to assist the Contractor.

30A STANDARDS AND CODES

(a) Except where otherwise expressly provided in the Contract, all materials and workmanship shall comply with the current edition (incorporating current amendments) of all relevant standards, codes or specifications of the Standards Association of Australia. The Contractor shall keep on Site a copy of all relevant standards, codes and specifications for reference in connection with the execution of the work under the Contract.

(b) Where:

(i) the Contract adopts by reference a standard, code or specification, it shall have the same force and effect as if the text of such standard code or specification was incorporated into the Contract; and

(ii) a standard, code or specification referred to in the Contract makes reference to other standards, those other standards shall apply to the work, to the extent they are applicable.

30B HAZARDOUS MATERIALS

The Contractor shall ensure that all building materials used in connection with the work under the Contract are free of any hazardous or any environmentally deleterious materials such as asbestos fibres.

31 EXAMINATION AND TESTING

31.1 Superintendent May Order Tests

In Clause 31 `test' includes examine, and measure, commission and re-test.
At any time prior to the issue of the Final Certificate the Superintendent 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 Superintendent. 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 Superintendent may direct that any part of the work under the Contract shall not be covered up or made inaccessible without the Superintendent's prior approval.

If the work under the Contract is covered up by the Contractor in contravention of the direction, the work under the Contract shall be opened up by the Contractor without the Contractor having any Claim.

31.3 Who Conducts Tests

Tests shall be conducted as provided in the Contract or by the Superintendent or a person (which may include the Contractor) nominated by the Superintendent. Where the Contractor conducts tests, the Contractor shall use equipment and methods of testing as required by the Contract or as otherwise approved by the Superintendent in writing.

31.4 Notice of Tests

Before conducting a test under the Contract the party conducting the test, being the Superintendent 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 Superintendent 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

The Contractor shall maintain accurate and adequate records of all tests. Results of tests shall be promptly made available by each party to the other and to the Superintendent.

Where the Contract or the Superintendent requires any test of any material or work under the Contract, receipt by the Superintendent of an engineering certificate (approved by the Superintendent) and the results of that test showing to the Superintendent’s satisfaction that the relevant material or work under the Contract has been carried out in accordance with the Contract shall, unless the Superintendent otherwise agrees, be a condition precedent to the Contractor being entitled to make any claim for payment, or receive any payment for such material or work under the Contract at any time.

31.7 Costs of Testing

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—

(a) the Contract provides that the Contractor shall bear the costs or the test is one which the Contractor was required to conduct under the Contract other than pursuant to a direction under Clause 31.1;

(b) the test shows that the material or work is not in accordance with the Contract;
(c) the test is in respect of work under the Contract covered up or made inaccessible without the Superintendent's prior approval where such was required;

(d) the test is consequent upon a failure of the Contractor to comply with a requirement of the Contract.

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 Superintendent 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.

31.9 Access to Superintendent for Testing

The Contractor shall ensure the Principal, the Superintendent and their agents and employees and anyone else nominated by the Superintendent are allowed access to any place where any part of the Works is situated or any of the work under the Contract is being carried out (including at a location other than the Site or the Contractor's premises), for the purpose of inspection and testing.

31.10 Tests Not Evidence of Compliance

A satisfactory inspection or test of any part of the Works or the work under the Contract shall not constitute evidence of the Contractor having satisfactorily complied with the Contract, and shall not prejudice or relieve the Contractor from any of its obligations or liabilities under or in connection with the Contract.

31A COMMISSIONING

31A.1 Commissioning Program

The Contractor shall:

(a) prepare and submit to the Superintendent a detailed commissioning program in a form satisfactory to the Superintendent (including commissioning procedures necessary to establish performance meeting the requirements of the Contract) for those parts of the Works described in Annexure Part A for the purposes of confirming that the Works separately, and when interfaced with any part of the Existing Improvements meet the requirements of the Contract; and

(b) obtain the Superintendent's approval in writing to the commissioning program in sufficient time prior to the Date for Practical Completion to enable the commissioning program to be satisfactorily completed prior to the Date for Practical Completion.

31A.2 Commissioning by Contractor Prior to Practical Completion

The Contractor agrees:

(a) the successful commissioning of the Works in accordance with the commissioning program and to establish that the Works meets the Principal's requirements shall comprise tests which are required to be carried out and passed before the Works reach Practical Completion;
all commissioning shall be carried out in accordance with and comply with any relevant Legislative Requirements, Government Approvals or Work Standard;

the Contractor shall ensure that results of all commissioning are recorded and submitted to the Superintendent as and when requested by the Superintendent;

the Contractor shall give the Superintendent reasonable prior notice of the carrying out of any part of the commissioning required by the commissioning program and shall allow the Principal and Superintendent to attend such commissioning; and

the Contractor shall immediately notify the Superintendent if any portion of the Works fails to pass a commissioning requirement and, at the Contractor's cost, make good that portion and after completion of the remedial work promptly carry out further commissioning of that portion.

32 WORKING HOURS

Subject to any contrary Legislative Requirement or Government Approval, the working hours and working days during which the Contractor may carry out the work under the Contract shall be as stated in the Contract and if not so stated as notified by the Contractor to the Superintendent prior to commencement of work on Site and shall not be varied without the prior approval of the Superintendent 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 Superintendent in writing of the circumstances as early as possible.

All costs attributable to the contract administration by or on behalf of the Principal of work during times approved pursuant to the previous paragraph shall be borne by the Principal.

The Contractor agrees and acknowledges it has allowed in the Contract Sum for the cost of engaging labour during the working hours and working days during which the Contractor may carry out work under this Clause (including where the hours and days are outside the ordinary hours of work for the persons engaged in carrying out work under the Contract under any applicable industrial Legislative Requirement, enterprise bargaining agreement or other industrial agreement).

32A SUPERINTENDENT MAY DIRECT WORKING HOURS

(a) Despite Clause 32, the Superintendent may at any time direct the Contractor as to different hours and days during which the Contractor must execute the work under the Contract and the Contractor shall not execute the work under the Contract outside those hours or days except in an emergency (in which case the Contractor shall notify the Superintendent in writing of the circumstances as early as possible).

(b) The Superintendent's direction under this Clause shall be taken to be a direction given under Clause 33.1A.

33 PROGRESS AND PROGRAMMING OF THE WORKS

33.1 Rate of Progress

The Contractor shall proceed with the work under the Contract with due expedition and without delay and in accordance with any rate of progress specified in the Contract.

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 Superintendent under Clause 34.
The Contractor shall give the Superintendent reasonable advance notice of when the Contractor requires any information, materials, documents or instructions (including any Principal Supplied Material) from the Superintendent or the Principal.

The Principal and the Superintendent shall not be obliged to furnish any information, materials, documents or instructions earlier than the Principal or the Superintendent, as the case may be, should reasonably have anticipated at the Date of Acceptance of Tender.

The Principal and the Superintendent shall not:

(a) be obliged to furnish any other information, materials, documents or instructions or otherwise perform any obligation of the Principal or Superintendent (including as to the provision of access to any part of the Site); and

(b) be obliged to approve any construction program which provides for the furnishing of any other information, materials, documents or instructions or the performance of any obligation of the Principal or Superintendent (including as to the provision of access to any part of the Site),

earlier than or other than in accordance with the sequencing of activities the Principal or the Superintendent, as the case may be, should reasonably have anticipated at the Date of Acceptance of Tender or as required by any construction program previously approved by the Superintendent for the purposes of the Contract.

The Contractor shall have no Claim arising from the Principal's or Superintendent's failure to furnish information, materials, documents or instructions or perform any obligation of the Principal or Superintendent earlier than the dates indicated in the last construction program approved by the Superintendent for the purposes of the Contract.

33.1A Directions to Timing of Stages and Parts of Work

The Superintendent 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 within 48 hours after receipt of the direction notify the Superintendent in writing, giving reasons.

If compliance with the 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.

Subject to this Clause 33.1A, if compliance with the direction (except those arising from or in connection with the Contractor's default) 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.

Despite any other provision of this Clause 33.1A, if at any time the Superintendent gives the Contractor any direction or approval (written or otherwise) which constitutes or involves a direction under this Clause 33.1A (other than a direction or approval which the Superintendent has expressly acknowledged in writing constitutes or involves a direction under this Clause 33.1A), the Contractor must:

(a) within 48 hours after receipt by the Contractor of the direction or approval, notify the Superintendent of the fact that the direction or approval constitutes or involves a direction under this Clause 33.1A;

(b) unless the Superintendent requires otherwise, not give effect to the direction or approval within 48 hours after the Contractor has provided notification under paragraph (a); and

(c) as soon as possible but in no case later than seven days after receiving the direction or approval, advise the Superintendent in writing of:
the effect which the Contractor anticipates that the direction or approval will have on the construction program and time for Practical Completion; and

(ii) an estimate of the cost increase or decrease (including delay costs, if any) arising from the direction or approval (in sufficient detail (including measurements and rates) to enable the Superintendent to assess the estimate), failng which the Contractor shall not be entitled to any Claim as a result of the direction or approval constituted by or involved in the Superintendent's direction or approval.

33.2 Construction Program

For the purposes of Clause 33, a 'construction program' is 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.

Without limitation the construction program must:

(a) include a separate Date for Practical Completion and critical path for each Separable Portion comprised in the Works and must indicate the linkage of critical paths across Separable Portions; and

(b) sequence the various parts of the work under the Contract in accordance with the Sequencing Requirements.

A construction program shall not affect the rights or obligations of the Contractor in Clause 33.1, Clause 33.1A or Clause 35.2.

The Contractor may voluntarily furnish to the Superintendent a construction program.

The Superintendent may direct the Contractor to furnish to the Superintendent a construction program within the time and in the form directed by the Superintendent.

The Contractor shall not, without reasonable cause, depart from—

(a) a construction program included in the Contract; or

(b) a construction program furnished to the Superintendent,

(including but without limitation by achieving the dates by which, or the time within which the milestones set out in the Contractor's program are to be carried out or completed so that the work comprised in the milestone is completed (including without limitation the provision of all Government Approvals necessary for use or occupation of that work)).

Departure by the Contractor from the approved construction program without reasonable cause shall constitute a substantial breach by the Contractor for the purpose of Clause 44.2.

The furnishing of a construction program or of a further construction program shall not relieve the Contractor of any obligations under the Contract including the obligation to not, without reasonable cause, depart from an earlier construction program.

Despite any other provision of this Clause 33:

(a) any program prepared or provided by the Contractor shall not be used as a construction program for the purposes of this Clause until it has been approved by the Superintendent;

(b) if at any time the Superintendent gives the Contractor any direction or approval (written or otherwise) which constitutes or involves a direction under this Clause 33 (other than a direction or approval which the Superintendent has expressly acknowledged in writing constitutes or involves a direction under this Clause 33), the Contractor must:
within five days after receipt by the Contractor of the direction or approval, notify the Superintendent of the fact that the direction or approval constitutes or involves a direction under this Clause 33;

(ii) unless the Superintendent requires otherwise, not give effect to the direction or approval within five days after the Contractor has provided notification under paragraph (i); and

(iii) as soon as possible but in no case later than seven days after receiving the direction or approval, advise the Superintendent in writing of:

(A) the effect which the Contractor anticipates that the direction or approval will have on the construction program and time for Practical Completion; and

(B) an estimate of the cost increase or decrease (including delay costs, if any) arising from the direction or approval (in sufficient detail (including measurements and rates) to enable the Superintendent to assess the estimate).

(failing which the Contractor shall not be entitled to any Claim as a result of the direction or approval constituted by or involved in the Superintendent's direction or approval;

(c) the power of the Superintendent to require the Contractor to provide a construction program includes a power to require the provision of an updated construction program whenever the Superintendent requires, after a change in the Date for Practical Completion or any circumstances affecting the progress of the work under the Contract;

(d) the construction program must show the dates by which, or the time within which the milestones set out in the Contract are to be carried out or completed;

(e) the Contractor shall provide a construction program and any updated construction program at its own cost and expense; and

(f) the Principal shall reimburse the Contractor for the reasonable costs incurred by the Contractor in complying with the requirements of paragraph (b)(iii) of this Clause to the extent the Superintendent has accepted the Contractor's estimates provided under paragraph (b)(iii).

33.2A Program Reporting

Without limiting any of the Contractor's obligations under the Contract (including its obligation to provide a construction program), the Contractor shall:

(a) at fortnightly intervals after the date of commencement of work under the Contract (on a date to be agreed by the Contractor and the Superintendent), meet with the Principal and the Superintendent on the Site for the purpose of monitoring the Contractor's progress in relation to the construction program; and

(b) on the last Friday of each fortnight after the date of commencement of work under the Contract, supply the Superintendent with accurate records, to the satisfaction of the Superintendent, of the status of and description of all work described in the construction program or otherwise carried out by the Contractor in the preceding fortnight. The Contractor shall also supply the Superintendent with details of the number of all workmen employed by the Contractor and all subcontractors for the preceding fortnight, listed by trade on a daily basis.
33.3 Acceleration

(a) The Superintendent may at any time give the Contractor written notice of a proposed direction that the Contractor accelerate the progress of the work under the Contract so as to bring forward the Date for Practical Completion (or any other date by which the Contractor is obliged to achieve any milestone under the Contract) ('Acceleration Request').

(b) Within five days of receipt of the Acceleration Request, the Contractor shall notify the Superintendent as to whether the Contractor can comply with the Acceleration Request, together with details of:

(i) the effect on the Date for Practical Completion;

(ii) all costs to the Principal (including all time related costs) of the Contractor complying with the Acceleration Request;

(iii) any other issues requested by the Superintendent;

(iv) if the Contractor cannot comply, written notice of the reasons, in sufficient detail to enable the Superintendent to properly assess the estimate.

(c) The Superintendent may direct the Contractor to give a more detailed notification for the Acceleration Request by measurements or other evidence of cost.

(d) Upon consideration of the information provided by the Contractor in response to an Acceleration Request, the Superintendent may direct the Contractor to accelerate the work under the Contract ('Acceleration Direction').

(e) An Acceleration Direction given under this Clause 33.3 shall be taken to be a direction given under Clause 33.1A.

(f) The giving by the Superintendent of, or the compliance by the Contractor with, an Acceleration Direction shall not prejudice the Principal's right to claim liquidated damages in accordance with the Contract.

33.4 Directions as to Progress

(a) If the Superintendent forms the view that progress of the work under the Contract is behind the rate of progress which the Superintendent reasonably determines is required to be met to ensure the requirements of the Contract are met, the Superintendent may direct the Contractor to take such action as the Superintendent considers necessary to make up any delay in the rate of progress (including engaging additional resources, including labour and Constructional Plant) and the Contractor shall comply with the direction and shall have no Claim arising from or in connection with the direction.

(b) If the Contractor fails to comply with a direction under paragraph (a), the Principal may, without prejudice to any of its other rights or the Contractor's obligations under the Contract, engage the additional resources referred to in the direction as is necessary to make up any delay in the rate of progress and all costs, losses and expenses incurred by the Principal in doing so shall be a debt due and payable from the Contractor to the Principal.

33.5 Sequencing Requirements

The parties agree:

(a) the Contractor must in programming and performing the work under the Contract, comply with the Sequencing Requirements;
(b) the Contractor must ensure that the construction program and all Contractor's Management Plans are consistent with the Sequencing Requirements;

(c) despite any other provision of the Contract, the Principal will have no obligation to make access to any areas of the Site available to the Contractor other than in accordance with the Sequencing Requirements; and

(d) the Contractor will have no Claim arising from or in connection with its obligations under this clause or the application of the Sequencing Requirements.

34 SUSPENSION OF THE WORKS

34.1 Suspension by Superintendent

If the Superintendent considers 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 Superintendent or an employee, consultant or agent of the Principal; or

(ii) the Contractor, a subcontractor or an employee or agent of either;

(b) for the protection or safety of any person or property (including where the Contractor has not satisfied the Superintendent that it has in place adequate measures to manage any risk arising in connection with the safety of any person or property) or to avoid or mitigate against the breach of any Work Health and Safety Requirements; or

(c) to comply with an order of a court,

the Superintendent shall direct the Contractor to suspend the progress of the whole or part of the work under the Contract for such time as the Superintendent 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 Superintendent. The Superintendent may approve of the suspension and may impose conditions of approval. The Contractor shall not be entitled to an extension of time or any other Claim in connection with a suspension approved by the Superintendent under this Clause 34.

34.2A Suspension for Convenience of Principal

Without limiting clause 34.1, the Superintendent may also direct the Contractor to suspend the carrying out of the whole or part of the work under the Contract if required by the Principal in its absolute discretion, for such time as the Superintendent thinks fit.

34.3 Recommencement of Work

As soon as the Superintendent becomes aware that the reason for any suspension no longer exists (including where the Contractor has demonstrated to the Superintendent's satisfaction that it is able to manage all risks associated with a suspension under Clause 34.1(b)), the Superintendent shall direct the Contractor to recommence work on the whole or on the relevant part of the work under the Contract.

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 Superintendent.
34.4 Costs of Suspension

Any cost, expense, loss or damage (including delay and disruption costs) incurred by the Contractor by reason of any suspension under this Clause shall be borne by the Contractor but if:

(a) the suspension is directed by the Superintendent or the Principal;
(b) the suspension has been directed by the Superintendent or Principal for no other reason than:

(i) the convenience of the Principal (rather than the Principal being unable to perform its obligations (other than payment obligations) under the Contract as a result of any matter beyond the reasonable control of the Principal) including without limitation:

(A) acts of God, lightening strikes, earthquakes, floods, droughts, storms, mudslides, explosions, fires, epidemics or other natural disasters;
(B) acts of war, acts of public enemies, riots, civil commotions, malicious damage, invasions, sabotage, blockades and revolution;
(C) action or inaction by any government department, regulatory body, instrumentality, minister, agency or other authority;
(D) strikes, lockouts, industrial or labour disputes, work bans, blockades or picketing;
(E) mechanical or electrical breakdown or failure of equipment caused by any of the events referred to in paragraphs (A) to (D) above; and
(F) the failure of a third party supplier to supply goods, works, services or utilities;

(ii) an act or omission of the Principal, the Superintendent or an employee, consultant or agent of the Principal; and

(c) the suspension causes the Contractor to incur more or less cost than otherwise would have been incurred but for the suspension; and

(d) the Contractor has taken all reasonable steps to mitigate the effects of the delay (including without limitation deploying its employees, subcontractors and Constructional Plant during the period of suspension),

the Contractor shall be entitled to claim the difference in cost valued under Clause 40.5.

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 Superintendent 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

The Contractor shall give the Superintendent 7 days' notice of the date upon which the Contractor proposes to commence work on the Site.

The Superintendent may reduce the period of notice required.

The Contractor shall commence work on the Site within 14 days after the Principal has given the Contractor possession of sufficient of the Site to enable the Contractor to commence work.

The Superintendent may extend the time for commencement of work on the Site.

35.2 Time for Practical Completion

The Contractor shall execute the work under the Contract to Practical Completion by the Date for Practical Completion.

Upon the Date of Practical Completion the Contractor shall give possession of the Site and the Works to the Principal.

35.3 Separable Portions

The interpretations of—

(a) Date for Practical Completion;
(b) Date of Practical Completion;
(c) Practical Completion,

and Clauses 5.2, 5.5, 5.7 (if applicable), 5.8, 8.8, 8.9, 16, 35, 37, 38, 42.3 and 42.5 shall apply separately to each Separable Portion 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.

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.

35.3A Additional Separable Portions Provisions

Despite any other provision of the Contract:

(a) the Defects Liability Period for any Separable Portion reaching Practical Completion earlier than the last Separable Portion to reach Practical Completion shall extend beyond the Defects Liability Period stated in the Annexure Part A and expire on the date of expiry of the Defects Liability Period applying to the last Separable Portion to reach Practical Completion;

(b) the Contractor's entitlement to a reduction in security held by the Principal upon the issue of the Certificate of Practical Completion shall apply only upon the issue of the Certificate of Practical Completion applying to the last Separable Portion to reach Practical Completion; and

(c) the Principal may in accordance with the Contract have recourse to security provided in respect of any Separable Portion whether or not the Principal's entitlement to have recourse to security arises in relation to that particular Separable Portion or any other Separable Portion.
35.4 Use of Partly-Completed Works—Separable Portions

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 Superintendent may determine that the respective parts shall be Separable Portions.

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.

35.4A Use of Partly Completed Works

The Contractor agrees:

(a) the Principal may use or occupy any part of the Works (whether or not a Separable Portion) prior to Practical Completion being achieved in respect of that part of the Works but in doing so shall not hinder the Contractor in the performance of the work under the Contract including the discharge by the Contractor of its obligations in relation to workplace health and safety; and

(c) despite any other provision of the Contract, such use or occupation by the Principal shall not:

(i) constitute Practical Completion of that part of the Works having been achieved;

(ii) constitute approval of any work or other matter; or

(iii) prejudice any claim or right of the Principal under or in connection with the Contract.

35.5 Extension of Time for Practical Completion

For the purposes of this Clause:

'Industrial Dispute' means any national or statewide industrial dispute directly affecting work under the Contract or the Site which is not caused or contributed to by any act or omission of the Contractor, or any person for whom the Contractor is responsible (including a subcontractor), nor originating from or specific to the Site; and

'Inclement Weather' means inclement weather or the effects of inclement weather at, or in the vicinity of, the Site directly affecting work under the Contract on the Site which is not, in respect of the effects of inclement weather, caused or contributed to by any act or omission of the Contractor, or any person for whom the Contractor is responsible (including a subcontractor) or reasonably capable of being avoided by the Contractor (including by varying the sequencing of the work under the Contract).

When it becomes evident to the Contractor that anything, including an act or omission of the Principal, the Superintendent or the Principal's employees, consultants, other contractors or agents, may delay the work under the Contract, the Contractor shall promptly notify the Superintendent in writing with details of the possible delay and the cause.

When it becomes 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 Superintendent who shall notify the Contractor in writing of the extent of the likely delay.

If the Contractor is or will be delayed in reaching Practical Completion by a cause described in the next paragraph and within 28 days after the delay commences the Contractor gives the Superintendent a written claim for an extension of time for Practical Completion setting out the facts on which the claim is based, the Contractor shall be entitled to an extension of time for Practical Completion.

The causes are—
(a) the following events occurring on or before the Date for Practical Completion which are beyond the reasonable control of the Contractor including but not limited to—

(i) Industrial conditions; Industrial Disputes; and

(ii) subject to clause 35A, Inclement Weather;

(b) any of the following events whether occurring before, on or after the Date for Practical Completion which are beyond the reasonable control of the Contractor—

(i) delays caused by—

—(A) the Principal;

—(B) the Superintendent;

—(C) the Principal’s employees, consultants, other contractors or agents (other than Separate Contractors);

(D) subject to Clause 27.2A, an act or omission of a Separate Contractor (except to the extent the delay is caused or contributed to by any act, breach or omission of the Contractor),

which is not specifically referred to in any other sub-paragraph of this paragraph (b);

(ii) actual quantities of work being greater than the quantities in the Contract Bill of Quantities or the quantities determined by reference to the upper limit of accuracy stated in the Annexure Part A (otherwise than by reason of a variation directed under Clause 40);

(iii) Latent Conditions (excluding Accepted Latent Conditions);

(iv) variations directed under Clause 40;

(v) direction of abandonment by a Nominated Subcontractor;

(vi) changes in the law Legislative Requirements (which occurs after the Date of Acceptance of Tender and could not have been anticipated by an experienced and competent contractor);

(vii) directions by municipal, public or statutory authorities but not where the direction arose from the failure of the Contractor to comply with a requirement referred to in Clause 14.1 Legislative Requirement or any act, breach or omission of the Contractor, which could not have been anticipated by an experienced and competent contractor;

(viii) delays by municipal, public or statutory authorities not caused by the Contractor which could not have been anticipated by an experienced and competent contractor;

(ix) claims referred to in Clause 17.1(v);

(x) any breach of the Contract by the Principal; and

(xi) any other cause which is expressly stated in the Contract to be a cause for extension of time for Practical Completion;

but excluding any cause in respect of which the Contract provides that the Contractor is not entitled to an extension of time.

Where more than one event causes concurrent delays and the cause of at least one of those events, but not all of them, is not a cause referred to in the preceding paragraph, then to the extent that the delays are concurrent, the Contractor shall not be entitled to an extension of time for Practical Completion.
In determining whether the Contractor is or will be delayed in reaching Practical Completion regard shall not be had to—

— whether the Contractor can reach Practical Completion by the Date for Practical Completion without an extension of time;
— whether the Contractor can, by committing extra resources or incurring extra expenditure, make up the time lost.

With any claim for an extension of time for Practical Completion given after the delay has ended, or as soon as practicable otherwise within 14 days after the end of a delay the subject of a previous claim for an extension of time for Practical Completion thereafter, the Contractor shall give the Superintendent written notice of the total number of days extension claimed and shall set out in detail the facts upon which the claim is based.

If the Contractor is entitled to an extension of time for Practical Completion the Superintendent shall, within 28 days after receipt of the notice of the total number of days extension claimed, grant a reasonable extension of time. If within the 28 days the Superintendent does not grant the full extension of time claimed, the Superintendent shall before the expiration of the 28 days give the Contractor notice in writing of the reason.

In determining a reasonable extension of time for an event causing delay, the Superintendent shall have regard to whether not allow any extension of time to the extent the Contractor has not taken all reasonable steps to preclude the occurrence of the cause and minimise the extent and the consequences of the delay.

Notwithstanding that the Contractor is not entitled to an extension of time the Superintendent may 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.

The Superintendent may, at its absolute discretion, have regard to the latest approved construction program in determining whether to grant an extension of time.

A delay by the Principal or the failure of the Superintendent to grant a reasonable extension of time or to grant an extension of time within 28 days shall not cause the Date for Practical Completion to be set at large but nothing in this paragraph shall prejudice any right of the Contractor to damages.

During the period of any cause of delay which under this Clause 35.5 would entitle the Contractor to claim an extension of time for Practical Completion, the Contractor shall make accurate and adequate written records of the delay and the effect of the delay on the work under the Contract, in a form satisfactory to the Superintendent (‘Record of Delay’).

The Contractor shall retain the Record of Delay unless otherwise directed by the Superintendent.

The Contractor shall provide a copy of the Record of Delay to the Superintendent at its request and the Superintendent may, in its absolute discretion, have regard to the Record of Delay in assessing any claim by the Contractor under this Clause 35.5 for an extension of time to the extent the Superintendent considers reasonable.

35.5A Other Extension by Superintendent

Notwithstanding that the Contractor is not entitled to or has not claimed an extension of time, the Superintendent may, if requested by the Principal, 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 but the Principal will not in any circumstances be obliged to request the Superintendent to do so.
35.5B Conditions Precedent to Extension of Time Claims

Despite clause 35.5 the Contractor shall not be entitled to an extension of time to the Date for Practical Completion or any other Claim unless it has:

(a) complied strictly with Clause 35.5 (including without limitation) given all the notices required by Clause 35.5 in the forms and within the time periods specified in clause 35.5; and

(b) with or before the giving of its notice of the number of days extension claimed, demonstrated to the satisfaction of the Superintendent that the delay has affected the Contractor's current critical path for work under the Contract (including without limitation demonstrating that the critical path of the latest approved construction program is affected).

35.5C Reduction of Time for Practical Completion

Where any direction given or approved by the Superintendent (including any variation or Acceleration Direction) has the effect of reducing the amount of time required by the Contractor to achieve Practical Completion, the Superintendent may give to the Contractor and the Principal a written direction bringing forward the Date for Practical Completion by a reasonable period.

35.6 Liquidated Damages for Delay in Reaching Practical Completion

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 the Annexure Part A 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 first occurs.

The Superintendent when issuing a certificate pursuant to Clause 42.1 after the Date for Practical Completion, may include a provisional assessment of the amount then provisionally due by way of liquidated damages then accruing to the date of the Superintendent's certificate (despite Practical Completion not having occurred).

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.

* 35.7 Limit on Liquidated Damages

The Contractor's liability under Clause 35.6 is limited to the amount (if any) stated in the Annexure Part A.

* 35.8 Bonus for Early Practical Completion

If the Date of Practical Completion is earlier than the Date for Practical Completion the Principal shall pay the Contractor the bonus stated in the Annexure Part A for every day after the Date of Practical Completion to and including the Date for Practical Completion.

The total of the bonus shall not exceed the limit stated in the Annexure Part A.

35.9 Milestones

(a) The Contractor must achieve the milestones set out in Annexure Part A by the corresponding milestone date also set out Annexure Part A (as extended or brought forward in accordance with this Clause 35.9).

(b) Clauses 35.2, 35.5, 35.5A, 35.5B, 35.5C and 35.6 and the definition of 'Claim' in clause 2 shall apply separately to the milestones and milestone dates for the milestones as follows:
(i) references to 'Practical Completion' shall be taken to include reference to the achievement of a milestone;

(ii) the rate of liquidated damages applying to the Contractor's failure to achieve a milestone by the milestone date for that milestone shall be the rate of liquidated damages set out in Annexure Part A corresponding to that milestone; and

(iii) the Contractor shall not be liable to the Principal for liquidated damages resulting from the Contractor's failure to achieve Practical Completion to the extent of the liquidated damages for which the Contractor has already become liable for that same period in respect of a milestone.

35A INCLEMENT WEATHER ALLOWANCE

35A.1 Limitations on Extensions of Time

The Contractor accepts all of the time and cost risks of and shall have no Claim (including for an extension of time) arising from any delays caused by inclement weather (or the effects of inclement weather) unless both:

(a) the aggregate number of days of inclement weather which has delayed the work under the Contract since the commencement of construction on Site has exceeded the Inclement Weather Allowance set out in Clause 35A.2; and

(b) the Contractor has complied fully with the requirements of Clause 35.5 and the Superintendent has confirmed in writing that the Contractor would otherwise have been entitled to an extension of time (but for the operation of this Clause) in respect of all such delays caused by inclement weather.

Without limiting any other provision of the Contract, in the event that the Inclement Weather Allowance is exceeded and the Contractor is granted extensions of time, it shall have no entitlement to additional payment for any costs arising due to the inclement weather or any other Claim.

In making a determination of the Contractor’s claim for an extension of time for inclement weather affecting any Separable Portion (either before or after the Inclement Weather Allowance has been exceeded for that Separable Portion), the Superintendent shall state in the determination the number of days delay applying to that Separable Portion.

35A.2 Inclement Weather Allowance

In the Contract, "Inclement Weather Allowance" means in respect of the whole of the work under the Contract or if there are Separable Portions, then in respect of each Separable Portion:

(a) subject to paragraph (b), the aggregate of the expected number of days of inclement weather for each month (as set out in Annexure Part A) during the period from the date construction work commences on the Site to the Date for Practical Completion ("Contract Period"); and

(b) where any part of the Contract Period includes part but not all of a calendar month, the allowance for the number of days of inclement weather for that part of the Contract Period falling in that month shall be calculated in accordance with the following formula:

\[
ICA = \text{NCP} \times \frac{A}{\text{NM}}
\]

Where:

\[
ICA: \text{Inclement Weather Allowance}
\]

\[
\text{NCP}: \text{Number of Contract Period}
\]

\[
A: \text{Expected number of days of inclement weather for each month}
\]

\[
\text{NM}: \text{Number of months in the Contract Period}
\]
ICA = Inclement Weather Allowance in respect of the relevant month (rounded to the nearest whole number)

NCP = the number of calendar days of the Contract Period in the relevant month

NM = the total number of calendar days in the relevant month

A = the expected number of days of inclement weather for the relevant month set out in Annexure Part A.

36 DELAY OR DISRUPTION COSTS

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:

(a) Clause 35.5 (b)(i) or (ix); or

(b) subject to:

(i) the Contractor notifying the Superintendent of the delay caused by the Separate Contractor as soon as the Contractor becomes aware of the delay;

(ii) the Principal not exercising its right under Clause 42.6A to determine that the work under the Contract which has been delayed by the Separate Contractor comprises a Deferred Requirement as referred to in Clause 42.6A (which is not required to be completed prior to Practical Completion) within 3 business days of the Superintendent receiving the Contractor's notice under paragraph (i); and

(iii) the delay caused by the Separate Contractor not being within the Contractor's control,

then also clause 35.5(b)(ii), but only to the extent of delay or disruption costs incurred by the Contractor in respect of the period after the Contractor gives the notice in paragraph (i),

the Principal shall pay to the Contractor such extra direct costs as are necessarily incurred by the Contractor by reason of the delay valued by the Superintendent under Clause 40.5.

Where the Contractor has been granted an extension of time under Clause 35.5 for any delay caused by any other event for which payment of extra costs for delay or disruption is provided for in the Annexure Part A or elsewhere in the Contract, the Principal shall pay to the Contractor such extra direct costs as are necessarily incurred by the Contractor by reason of the delay valued by the Superintendent under Clause 40.5.

The Contractor shall not be entitled to any Claim or valuation for any delay or disruption costs which:

(a) could have been reasonably avoided by the Contractor;

(b) oblige the Principal to pay extra costs for delay or disruption which have already been included in the value of a variation or any other payment under the Contract; or

(c) limit the Principal's liability for damages for breach of contract which will operate as a maximum aggregate limit on delay or disruption costs which the Contractor may claim in respect of any day on which the Contractor is delayed (whether or not that delay gives rise to an extension of one or more Dates for Practical Completion).

Except to the extent expressly set out in Clause 36 (or Clause 40.5), the Contractor shall not be entitled to claim any costs, expenses, damages or other amounts resulting from any delay or disruption arising from any cause (including without limitation breach by the Principal).
37 DEFECTS LIABILITY

The Defects Liability Period stated in the Annexure A shall commence on the Date of Practical Completion.

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.

At any time prior to the 14th day after the expiration of the Defects Liability Period, the Superintendent 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 the Annexure A. 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.

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.

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 and at times agreed by the occupants and users of the Works in their absolute discretion. The Superintendent shall notify the Contractor of the times when the rectification work may be carried out and the Contractor shall carry out the rectification work within those times nominated by the Superintendent.

37A OTHER RIGHTS PRESERVED

Nothing in Clause 37 shall prejudice the right of the Principal to recover damages (including costs incurred in rectifying any default at any time) arising from or in connection with any default (whether or not the Superintendent has given any direction to the Contractor requiring the rectification of the default).

37B DEFECT RECTIFICATION

The Contractor acknowledges that strict compliance of the work under the Contract and the Works with the requirements of the Contract is a fundamental condition of the Contract.

37C INDEMNITY

The Contractor indemnifies the Principal in respect of all Claims against and liability of the Principal arising from or in connection with:

(a) the carrying out of rectification activities in relation to defects in work under the Contract or the Works (including liability to persons occupying or using the Works or Existing Improvements in the vicinity of the Works); and

(b) the existence of any defects in the work under the Contract.
37D  REPETITIVE DEFECTS

The Superintendent may treat any part of the work under the Contract or the Works as defective where:

(a) there is a repeated failure by that part to perform strictly in accordance with the requirements of the Contract; or

(b) there are other parts of the work under the Contract or the Works which replicate, repeat or contain the same or similar components as that part and which are defective.

despite the relevant part of the work under the Contract or Works not otherwise being proven to be defective.

38  CLEANING UP

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

Within 14 days after the Date of Subject to the following paragraph, prior to Practical Completion being achieved the Contractor shall remove Temporary Works and Constructional Plant.

The Superintendent may extend the time for removal of Temporary Works or Constructional Plant necessary to enable the Contractor to perform remaining obligations.

Notwithstanding the provisions of Clause 44, if the Contractor fails to comply with any obligation imposed on the Contractor by Clause 38, the Superintendent may, after the Superintendent 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 paragraph are in addition to any other right.

39  URGENT PROTECTION

If urgent action is necessary to protect the work under the Contract, other property or people and the Contractor fails to does not take the action for any reason (including the suspension of work under the Contract), the Principal may 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.

If time permits, the Superintendent shall give the Contractor prior written notice of the Principal's intention to take action under Clause 39.

This Clause 39 also applies if urgent action is necessary or considered desirable by the Superintendent to ensure that:

(a) the use or operation of the Site, land in the vicinity of the Site or any Existing Improvements is not interfered with or otherwise adversely affect; or

(b) any actual or threatened harm or damage to the environment is avoided or minimised.

39A  URGENT PROTECTION TO MAINTAIN PRODUCTION

Without limiting Clause 39, the Principal may also direct the Contractor to take such urgent action as the Principal reasonably considers necessary to maintain production in the Principal's facilities on the Site and if the Contractor fails to take the action, the Principal may take the necessary action and Clause 39 shall apply.
40 VARIATIONS

40.1 Variations to the Work

The Superintendent may direct the Contractor to—

(a) increase, decrease or omit any part of the work under the Contract;
(b) change the character or quality of any material or work;
(c) change the levels, lines, positions or dimensions of any part of the work under the Contract;
(d) execute additional work; and/or
(e) demolish or remove material or work no longer required by the Principal.

The Contractor shall not vary the work under the Contract except as directed by the Superintendent or approved in writing by the Superintendent under Clause 40.

The Contractor is bound only to execute a variation which is within the general scope of the Contract.

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.

If the Superintendent directs the Contractor to omit any part of the work under the Contract, the Principal may in its absolute discretion and at any time carry out itself, or engage any other contractor to carry out, any part of the omitted work.

40.1A Notification of Variations

Despite any other provision of the Contract, if at any time the Superintendent gives the Contractor any direction or approval (written or otherwise) which constitutes or involves a variation to the work under the Contract (other than a direction or approval which the Superintendent has expressly acknowledged in writing constitutes or involves a variation to the work under the Contract), the Contractor must:

(a) within five days after receipt by the Contractor of the direction or approval, notify the Superintendent of the fact that the direction or approval constitutes or involves a variation to the work under the Contract;

(b) unless the Superintendent requires otherwise, not give effect to the direction or approval within five days after the Contractor has provided notification under paragraph (a); and

(c) as soon as possible but in no case later than seven days after receiving the direction or approval, advise the Superintendent in writing of:

(i) the effect which the Contractor anticipates that the variation will have on the construction program and time for Practical Completion; and

(ii) an estimate of the cost increase or decrease (including delay costs, if any) arising from the variation (in sufficient detail (including measurements and rates) to enable the Superintendent to assess the estimate), failing which the Contractor shall not be entitled to any Claim as a result of the variation constituted by or involved in the Superintendent's direction or approval.

The Principal shall reimburse the Contractor for the reasonable costs incurred by it in complying with the requirements of paragraph (c) of this Clause to the extent the Superintendent has accepted the Contractor's estimates under paragraph (c).
40.1B No Variation

Despite any other provision of the Contract, the Contractor shall not be entitled to any Claim, if a variation results from:

(a) a defect in the work under the Contract;
(b) any work under the Contract not in accordance with the Contract;
(c) the Contractor otherwise being in breach of the Contract;
(d) a request by the Contractor for a variation for its own convenience or to enable the Contractor to comply with its obligations under the Contract;
(e) any negligent or wilful act or omission of the Contractor, a subcontractor or their respective employees, contractors or agents; or
(f) the Contractor performing work required for the normal safe working of the work under the Contract or the protection of the work under the Contract, the Works or the Existing Improvements.

40.2 Proposed Variations

Upon receipt within seven days of a notice in writing from the Superintendent advising the Contractor of a proposed variation under Clause 40, the Contractor shall advise the Superintendent whether the proposed variation can be effected. If the variation can be effected, the Contractor shall within seven days of the Superintendent's notification in the first sentence of this Clause—

(a) advise the Superintendent of the effect which the Contractor anticipates that the variation will have on the construction program and time for Practical Completion; and
(b) provide an estimate of the cost (including delay costs, if any) of the proposed variation.

The Principal shall reimburse the Contractor for the reasonable costs of complying with the requirements of Clause 40.2.

40.2A Work Inconsistent with Proposed Variations

Where the Superintendent or Principal at any time notifies the Contractor in writing of a possible requirement for:

(a) a variation to the work under the Contract or Works (“Possible Variation”); or
(b) the Principal to preserve the option to elect between alternatives for the work under the Contract or Works (“Available Alternatives”),

the Contractor shall notify the Principal in writing before giving effect to any work under the Contract which may impact on the cost to the Principal of giving effect to the Possible Variation or any of the Available Alternatives failing which the Contractor shall have no Claim in respect of any additional costs arising from the Contractor's breach.

40.3 Pricing the Variation

Unless the Superintendent and the Contractor agree upon the price for a variation, the variation directed or approved by the Superintendent under Clause 40.1 shall be valued under Clause 40.5.

The Superintendent may direct the Contractor to provide, at the Contractor's cost, a detailed quotation for the work of a variation supported by measurements or other evidence of cost.
40.4 Variations for the Convenience of the Contractor

If the Contractor requests the Superintendent to approve a variation for the convenience of the Contractor, the Superintendent may do so in writing. The approval may be conditional.

Unless the Superintendent otherwise directs in the notice approving the variation, the Contractor shall not be entitled to—

(a) an extension of time for Practical Completion; or
(b) 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.

The Superintendent shall not be obliged to approve a variation for the convenience of the Contractor.

Where a variation is proposed by the Contractor, the Contractor shall pay the Principal’s reasonable costs (including consultant’s fees) in assessing the acceptability to the Principal of the proposed variation.

40.5 Valuation

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 Superintendent as follows—

(a) if the Contract prescribes specific rates or prices to be applied in determining the value, those rates or prices shall be used;

(b) if Clause 40.5(a) does not apply, the rates or prices in a Priced Contract Bill of Quantities or Contract Schedule of Rates or Pricing Reference Document shall be used to the extent that it is reasonable to use them having regard only to the extent to which the work under the Contract being valued is similar to the work under the Contract to which the rates or prices are stated to apply in the Priced Contract Bill of Quantities, Contract Schedule of Rates or Pricing Reference Document;

(c) to the extent that neither Clause 40.5(a) or 40.5(b) apply, reasonable rates or prices shall be used in any valuation made by the Superintendent; and

(d) in determining the deduction to be made for work which is taken out of the Contract, the deduction shall include a reasonable amount for profit and overheads to the extent that neither Clause 40.5(a), (b) nor (c) applies, as Daywork valued in accordance with Clause 41;

(e) if the valuation relates to extra costs incurred by the Contractor for delay or disruption, the valuation shall include a reasonable amount for overheads but shall not include profit or loss of profit;

(f) if Clause 11(b) applies, the percentage referred to in Clause 11(b) shall be used for valuing the Contractor’s profit and attendance; and

(g) if Clause 11(b) applies, the percentage referred to in Clause 11(b) shall be used for valuing the Contractor’s profit and attendance; and

(h) daywork shall be valued in accordance with Clause 41.

For the purposes of a valuation to be made in accordance with Clause 40.5(a), (b) or (c)—

(i) in determining the deduction to be made for work which is deleted or omitted from the Contract, the deduction shall include an amount calculated by applying the Deduction
Percentage specified in Annexure Part A to the value of the work taken out of the Contract (excluding any Non-Profit Items) which shall be taken to cover the Contractor’s profit, attendance and on-Site and off-Site overheads;

(ii) if the valuation relates to additional work to be carried out by the Contractor, the valuation shall include an amount calculated by applying the Addition Percentage specified in Annexure Part A to the value of additional work to be carried out by the Contractor (excluding any Non-Profit Items) which shall be taken to cover the Contractor’s profit, attendance and on-Site and off-Site overheads; and

Where the valuation relates to an event in respect of which the Contract expressly permits the Contractor to claim extra costs incurred by the Contractor for delay or disruption, the valuation shall:

(A) include a reasonable amount for overhead but shall not include profit or loss of profit; and

(B) not allow the Contractor any delay or disruption costs to the extent that:

(1) the Contractor is not entitled to an extension of time for the event giving rise to the delay or disruption;

(2) the Contractor could reasonably have avoided the delay or disruption costs; or

(3) the amounts exceed the maximum daily rates for delay or disruption costs set out in Annexure Part A.

(iii) if Clause 11(b) or (c) applies, paragraph (i) and (ii) of this Clause 40.5 will not apply and the percentage referred to in Clause 11(b) or (c) respectively shall be used for valuing the Contractor’s profit, attendance and on-Site and off-Site overheads;

(iv) despite other provisions of this Clause if Clause 40.5(c) applies and the pricing relates to work which is carried out by a subcontractor, the value of the additional work is to be the lesser of:

(A) the reasonable cost claimed by the subcontractor for the work (excluding GST) plus the Addition Percentage; or

(B) the value otherwise determined in accordance with this Clause.

(v) the valuation shall not include any profit, attendance or on-Site or off-Site overhead except to the extent provided in paragraphs (i), (ii), (iii) and (iv) above; and

(vi) in applying or determining whether to apply rates or prices pursuant to paragraphs (a), (b) or (c) of this Clause 40.5, the Superintendent shall have no regard to decreases or increases in market rates or prices since the Date of Acceptance of Tender.

When under Clause 40.3 the Superintendent directs the Contractor to support a variation with measurements and other evidence of cost, the Superintendent 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

The Superintendent may direct that quantities greater than those determined by reference to the upper limit of accuracy referred to in Clause 3.3 or variations directed by the Superintendent 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 Superintendent the particulars and copies of time sheets, wages sheets, invoices, receipts and other documents evidencing the cost of the Daywork. The Superintendent may direct the manner in which matters are to be recorded.
In determining the value of Daywork, where the Contract does not include rates for Daywork, regard shall be had to—

(a) the amount of wages and allowances paid or payable by the Contractor at the rates obtaining applying on the Site at the time as established by the Contractor to the satisfaction of the Superintendent or at such other rates as may be approved by the Superintendent;

(b) 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(a);

(c) the amount of hire charges in respect of Constructional Plant approved by the Superintendent for use on the work in accordance with such hiring rates and conditions as may be agreed between the Superintendent and the Contractor or, in the absence of agreement, in accordance with such rates and conditions as may be determined by the Superintendent;

(d) the amounts paid for services, subcontracts and professional fees;

(e) the actual cost to the Contractor at the Site of all materials supplied and required for the work; and

(f) the charge stated in the Annexure Part A or, if no charge is stated, a charge agreed between the Superintendent and the Contractor to cover on-Site and off-Site overheads, administrative costs, site supervision, establishment costs, attendance and profit, or, in the absence of agreement, a reasonable charge determined by the Superintendent (except to the extent that amounts covered by that charge are included in amounts applied under paragraphs (a) to (c) of this Clause or any other rates applied to the valuation of Daywork by the Superintendent).

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

Subject to Clauses 5.4A, 5.10, 42.1A and 42.1B, at the times for payment claims stated in the Annexure Part A which occur prior to the issue of a Certificate of Practical Completion and upon issue of a Certificate of Practical Completion and within the time prescribed by Clause 42.7, the Contractor shall deliver to the Superintendent claims for payment supported by evidence of the amount due to the Contractor and such information as the Superintendent may reasonably require. Claims for payment shall be in any form required by the Superintendent 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 thereof.

If the Contractor submits a payment claim before the time for lodgment of that payment claim such early lodgment shall not require the Superintendent to issue the payment certificate in respect of that payment claim earlier than would have been the case had the Contractor submitted the payment claim in accordance with the Contract.

Within 14 business days after receipt of a claim for payment, the Superintendent shall assess the payment claim and issue to the Principal and to the Contractor a payment certificate stating the amount of the payment which, in the opinion of the Superintendent, is to be made by the Principal to the Contractor or by the Contractor to the Principal in accordance with Clause 42.1C. The Superintendent shall set out in the certificate 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. The Superintendent shall allow also set out, as
applicable, in any payment certificate issued pursuant to this Clause 42, the allowances made for:

(a) the value of work carried out by the Contractor in the performance of the Contract to the date of the claim; and

(b) amounts otherwise due from:

(i) the Principal to the Contractor and/or due from the Contractor to the Principal; and

(ii) the Contractor to the Principal arising from any circumstances arising prior to the date of the certificate arising out of or in connection with the Contract including but not limited to any amount due or to be credited under any provision of the Contract.

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 but not limited to any amount due or to be credited under any provision of the Contract.

If the Contractor fails to make a claim for payment under Clause 42.1, the Superintendent may nevertheless issue a payment certificate and the Principal or the Contractor, as the case may be, shall pay the amount so certified within 14 days of that Certificate.

Subject to the provisions of the Contract, within 28 business days after receipt by the Superintendent of a claim for payment or within 14 days of issue by the Superintendent of the Superintendent’s payment certificate, whichever is the earlier, 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 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, subject to Clause 42.1D, the amount of the Contractor’s claim. A payment made pursuant to this Clause 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.

Payment of moneys (including without limitation in respect of any variations) 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.

Notwithstanding Clause 42.4, the Principal shall be obliged to pay for any item of unfixed plant and materials where that item is—

(a) to be imported into Australia, provided the Contractor has given the Principal a clean on board bill of lading or its equivalent, drawn or endorsed to the order of the Principal and, where appropriate, a custom’s invoice for the item and also an unconditional bank undertaking in a form acceptable to the Principal for the full value of the item of unfixed plant or materials; or

(b) listed in the Annexure and which is not an item to be imported into Australia, provided the Contractor establishes to the satisfaction of the Superintendent that the Contractor has paid for the item, and the item is properly stored, labelled the property of the Principal and adequately protected and insured in the name of the Principal.
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.

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.

42.1A Further Conditions for Payment Claims, Certificates, Calculations and Time for Payment

In addition to the provisions of clause 42.1:

(a) if the time for:

(i) delivery of any payment claim; or

(ii) payment of any payment claim,

under clause 42.1 is expressed in calendar days and falls due on a Saturday, Sunday or public holiday, the claim may be delivered or the payment made on the next date which is not a Saturday, Sunday or public holiday;

(b) the Contractor shall not be entitled to submit payment claims more frequently or, at any time, earlier than at the times specified in the Contract;

(c) it shall be a precondition to the Contractor's entitlement to submit any claim for payment under the Contract that the Contractor has provided to the Superintendent, if so requested by the Superintendent, a monthly report containing the following information:

(i) daily summary of subcontractors and any other third party on Site;

(ii) detailed status of work against program;

(iii) changes in sequence of activities;

(iv) analysis of delay against critical activities and any extension of time that the Contractor has, at the date of submitting its claim, been awarded;

(v) changes in duration of times of activities;

(vi) extension of time Claims;

(vii) description of matters adversely affecting execution of the work under the Contract;

(viii) details of preventative or remedial action proposed or implemented;

(ix) summary of Claims and payments;

(x) details of any quality non-conformance;

(xi) environment issues and corrective action;

(xii) details of injuries and accidents; and

(xiv) details and evidence of superannuation and redundancy arrangements or provisions;

(d) if, at any time prior to the date on which the Contractor is otherwise entitled to submit its payment claim, the Contract requires or the Superintendent has directed the Contractor to deliver certain material or information in support of its payment claim, then the Contractor submitting that material or information is a precondition to the Contractor becoming entitled to submit its payment claim;
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(e) the amount to be allowed by the Superintendent in any payment certificate under clause 42.1, 42.8 or a certificate under clause 44.6 as the amount due to the Contractor arising out of or in connection with the Contract shall be calculated in accordance with provisions of the Contract (including clause 42.1C); and

(f) the Contractor's entitlement to make a payment claim upon the issue of a Certificate of Practical Completion, shall be conditional upon the Contractor, in addition to complying with all the requirements of this Clause, signing and delivering to the Superintendent a Deed of Final Settlement on the terms set out in Annexure Part G completed with the amount of the Contractor's maximum outstanding payment claims (Deed of Final Settlement).

42.1B Dates for Payment Claims

(a) The Contractor shall only be entitled to make a claim for a progress payment from each date stated in or worked out under the Contract (including paragraph (b)).

(b) Despite any other provision of the Contract, where the Contract provides that a progress payment may not be claimed until the satisfaction of any condition or occurrence of any event ("Claim Precondition"), then the only date from which the Contractor shall be entitled to make a claim for that progress payment shall be the later of:

(i) the date of satisfaction of the last Claim Precondition to be satisfied; and
(ii) the date after which that progress payment can otherwise be claimed.

42.1C Calculation of Progress Payments

Despite any other provision of the Contract, in calculating any progress payment to which the Contractor is entitled to in relation to the Contract:

(a) the following amounts must not be included:

(i) any amount which the Contract provides cannot be claimed or is not payable because of the failure by the Contractor to take any action (including to give any notice to the Principal or Superintendent);
(ii) any amount which represents unliquidated damages claimed against the Principal (whether for breach of contract, in tort or otherwise);
(iii) any amount which the Contract provides is not payable until certain events have occurred or conditions have been satisfied, to the extent those events have not occurred or those conditions have not been satisfied; or
(iv) any amount in respect of which the obligation of the Principal to make payment has been suspended under the Contract;

(b) the following amounts must be deducted:

(i) any amounts which:

(A) have become due from the Contractor to the Principal under the Contract;
(B) have been claimed by the Principal (acting bona fide) under or in connection with the Contract at any time;
(C) the Principal is entitled under the Contract to set off against the progress payment; or
(D) are estimated to be amounts likely to become due from the Contractor to the Principal under or in connection with the Contract as a result of any act or omission of the Contractor (including breach of the Contract); or
(ii) any amounts which the Principal is entitled under the Contract to withhold, deduct or retain from the progress payment.
in determining amounts to be excluded or deducted under paragraphs (a) and (b), regard
must be had to matters or circumstances occurring at any time before the date that the
determination is being made; and

the value of any work under the Contract relevant to the progress payment must:

  (i) be determined having regard to the Contract Sum (with additions or deductions
      provided for by the Contract);

  (ii) include a deduction equal to the greater of:

      (A) the diminution in value of work under the Contract resulting from; and

      (B) the estimated cost of rectifying in accordance with the Contract,

      any omitted or defective work under the Contract;

  (iii) exclude the value of any unfixed plant or materials (unless the Contract expressly
       provides for payment for the unfixed plant or materials and the Contractor has
       fully satisfied those requirements which the Contract provides are to be fulfilled
       before the Principal is required to pay for those items); and

  (iv) not include any amount in respect of which the Contractor has failed to provide
       supporting material or information as required by the Contract.

42.1D Failure to Issue Payment Certificate

Despite any other provision of the Contract:

(a) the Superintendent may issue a payment certificate at any time after the time allowed in
    Clause 42.1 but before the date that payment of the progress payment becomes due; and

(b) if a payment certificate has not been issued by the date that payment of the progress
    payment becomes due, the Principal shall not be obliged to pay any part of the progress
    claim that the Principal, acting in good faith, disputes is payable under the Contract but
    shall be obliged to pay any undisputed amount.

42.2 Correction of Payment Certificates

At any time and from time to time, the Superintendent may issue a payment certificate
(including for, without limitation, the purposes of by a further certificate correcting any error
which has been discovered in any previous certificate), other than a Certificate of Practical
Completion or Final Certificate whether or not at a time otherwise provided for the issuing of
certificates under the Contract and the Principal or Contractor, as the case may be, shall pay
the amount so certified within the agreed payment terms.

42.2A Ownership of Plant and Material

The Contractor:

(a) warrants and agrees that ownership of and property in any plant or material incorporated or to
    be incorporated in the Works or forming part of the Works shall pass to the Principal upon any
    payment being made to the Contractor in respect of that plant or material; and

(b) subject to and without derogating from the obligations of the Contractor under clause 42.4 shall
    provide such evidence as the Superintendent requires to establish that ownership of such plant
    or materials has passed to the Principal before the Contractor is entitled to claim any payment in
    respect of such plant or materials.
42.3 Retention Moneys
The Principal may deduct from moneys otherwise due to the Contractor amounts up to the limit of the percentages, if any, stated in the Annexure Part A of so much of the value of the respective items stated in the Annexure Part A as is included in the calculation of a payment.

42.4 Unfixed Plant and Materials

Alternative 1
If the Contractor claims payment for plant or materials intended for incorporation in the Works but not incorporated, the Principal shall not be obliged to make payment for the plant or materials unless the Contractor provides additional security in one of the forms provided by Clause 5.3 in an amount equal to the payment claimed for the plant or materials.

Alternative 2
If the Contractor claims payment for plant or materials intended for incorporation in the Works but not incorporated the Principal shall not be obliged to make payment for such plant or materials but the Principal may make payment, if the Contractor establishes to the satisfaction of the Superintendent that—

(a) such plant or materials have reasonably but not prematurely been delivered to or adjacent to the Site;

(b) ownership of such plant and materials will pass to the Principal upon the making of the payment claimed; and

(c) such plant or materials are properly stored, labelled the property of the Principal and adequately protected and insured in the name of the Principal.

Upon payment to the Contractor of the amount claimed, the plant or materials the subject of the claim shall be the property of the Principal free of any lien or charge.

Alternative 3
The Contractor shall not be entitled to make any claim for payment or receive any payment for plant or materials not incorporated in the Works.

42.5 Certificate of Practical Completion
The Contractor shall give the Principal and Superintendent written notice of the date which is the Contractor's best estimate of the date that Practical Completion will be reached, within seven days of the Principal or Superintendent requesting such notice at any time.

The Contractor shall give the Superintendent at least 14 days notice of the date upon which the Contractor anticipates that Practical Completion will be reached.

When the Contractor is of the opinion that Practical Completion has been reached, the Contractor shall in writing request the Superintendent to issue a Certificate of Practical Completion. Within 14 days of the receipt of the request, the Superintendent 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.

When the Superintendent is of the opinion that Practical Completion has been reached, the Superintendent may issue a Certificate of Practical Completion whether or not the Contractor has made a request for its issue.
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.

42.6A Relaxation of Practical Completion Requirements

The Principal may, by notice in writing to the Contractor and Superintendent given at any time (Deferred Practical Completion Requirement Notice), determine that any requirement otherwise required to be met by the Contractor prior to Practical Completion of the Works being achieved (Deferred Requirement):

(a) not be required to be met prior to Practical Completion of that part of the Works being achieved;

(b) be required to be met prior to the date (being after Practical Completion of the Works but being not earlier than the Date for Practical Completion of the Works) as determined by the Principal and notified in the Principal's Deferred Practical Completion Requirement Notice; and

(c) despite any other provision of the Contract:

(i) be required to be met prior to the Contractor becoming entitled to the release of any security otherwise to be released to the Contractor upon Practical Completion of the Works; and

(ii) be required to be met before the Works are taken to have achieved Practical Completion for the purposes of determining the date of expiry of the Defects Liability Period applying to the Works.

42.7 Final Payment Claim

Within 28 days after the expiration of the Defects Liability Period, or where there is more than one, the last to expire and the rectification (to the satisfaction of the Superintendent) of all defects including those defects notified to the Contractor in accordance with Clause 37, the Contractor shall lodge with the Superintendent a final payment claim and endorse it 'Final Payment Claim'.

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.

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

Within 14–15 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 Superintendent shall issue to the Contractor and to the Principal a final payment certificate endorsed 'Final Certificate'. In the certificate the Superintendent shall certify the amount which in the Superintendent's 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.

Unless either party, either before the Final Certificate has been issued or not later than 15 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—

(a) fraud, dishonesty or fraudulent concealment relating to the Works or any part thereof or to any matter dealt with in the said Certificate;

(b) 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

(c) any accidental or erroneous inclusion or exclusion of any work, plant, materials or figures in any computation or any arithmetical error in any computation.

Within 14 days after the issue of a Final Certificate which certifies a balance owing by the Principal to the Contractor, the Principal shall release to the Contractor any retention moneys or security then held by the Principal.

42.8A Principal's Further Claims

Despite Clause 42.8, the Final Certificate shall not in any proceedings be evidence of:

(a) the Works having been completed in accordance with the Contract; or

(b) any other matter or thing relating to an obligation of the Contractor,

to the extent that the Principal did not have actual knowledge of the Works not having been so completed or the other matter or thing at the time the Final Certificate was issued (whether or not the Superintendent had such knowledge).

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 the Annexure and if no rate is stated the rate shall be 18 percent per annum. Interest shall be compounded at six monthly intervals.

Subject to any contrary Legislative Requirement, despite any other provision of the Contract, interest shall only accrue on moneys payable by the Principal and the Principal shall only be taken to be in default in payment after the Contractor has given the Principal notice in writing that payment is overdue and the Contractor intends to charge interest if payment is further delayed, and the Principal has continued in default in payment for seven days after receipt by the Principal of that notice.

42.10 Set Offs by the Principal

The Principal may deduct from moneys due to the Contractor any money due from the Contractor to the Principal otherwise than under the Contract and if those moneys are insufficient, the Principal may, subject to Clause 5.5, have recourse to retention moneys and, if they are insufficient, then to security under the Contract.

42.10A Additional Set Offs by the Principal

In addition to the Principal's other rights (including without limitation under Clause 42.10) and despite any certificate by the Superintendent under Clauses 42.1, 42.5 or 42.8, the Principal may deduct from moneys due to the Contractor any moneys claimed by the Principal from the Contractor or payable by the Contractor to the Principal under or in connection with the Contract (including without limitation amounts claimed as unliquidated damages).
42.11 Recourse for Unpaid Moneys

Where, within the time provided by the Contract, a party fails to pay the other party an amount due and payable under the Contract, the other party may, subject to Clause 5.5, have recourse to retention moneys, if any, and, if those moneys are insufficient, then to security under the Contract and any deficiency remaining may be recovered by the other party as a debt due and payable.

42.12 Notice of Use of Security

The parties agree that for the purposes of section 67J of the Queensland Building and Construction Commission Act 1991 (Qld) ('Relevant Section') to the extent it applies:

(a) the Principal authorises the Superintendent to give on behalf of the Principal the notices referred to in paragraph (1) of the Relevant Section; and

(b) to the extent that the Relevant Section applies, the Contractor accepts that any payment certificate issued by the Superintendent under the Contract which refers to an amount owed by the Contractor to the Principal shall be taken to be advice from the Principal of a proposed use of security held by the Principal to obtain the amount owed; and

(c) to the extent required by the Relevant Section, the Superintendent shall give to the Contractor on the Principal’s behalf any notice required pursuant to paragraph (1) of the Relevant Section to ensure the Principal’s rights to use security are not prejudiced.

42A Payments Act

42A.1 Application of Clauses

(a) This Clause 42A applies to the extent that the Building and Construction Industry Payments Act (2004) ('Payments Act') applies to the Contract.

(b) Expressions defined or used in the Payments Act have the same meaning for the purposes of this Clause (unless the context otherwise requires).

42A.2 Notice of Communications

The Contractor must:

(a) when it gives to the Principal any claim or notice under the Payments Act immediately, give a copy of that claim or notice to the Superintendent; and

(b) when it receives a claim or notice under the Payments Act from any third party (including any subcontractor), give a copy of that claim or notice to both the Principal and Superintendent.

42A.3 Payment Schedules Issued by Superintendent

(a) If within the time allowed by the Payments Act for the service of a payment schedule by the Principal, the Principal does not:

(i) serve the payment schedule itself; or

(ii) notify the Contractor that the Superintendent does not have authority from the Principal to issue the payment schedule on its behalf,

then a payment certificate issued by the Superintendent under the Contract which relates to the period relevant to the payment schedule shall be taken to be the payment schedule for the purpose of the Payments Act (whether or not it is expressly stated to be a payment schedule).

(b) Unless and until the Principal notifies the Contractor in writing otherwise, the Principal authorises the Superintendent and the solicitors engaged by the Principal generally in
connection with the Contract, to issue payment schedules on its behalf (without affecting the Principal's right to issue a payment schedule itself).

(c) Nothing in paragraphs (a) or (b) shall prejudice the obligations of the Principal relating to the manner in which the Superintendent is to exercise its function of issuing a payment certificate, whether or not the payment certificate is or may also be a payment schedule.

(d) The Superintendent's failure to set out in a payment schedule any amount which the Principal is entitled to withhold, deduct, set-off or retain does not prejudice the Principal's right to subsequently exercise a right to withhold, deduct, set-off or retain the amount under the Contract.

(e) Nothing in the Contract shall require a Payment Schedule to be served by the Principal earlier than 10 business days after the Contractor has served a payment claim under the Payments Act.

(f) A Payment Schedule issued by the Superintendent on behalf of the Principal shall not be taken to prejudice any rights of the Principal except to the extent provided by the Payments Act.

42A.4 Contractor's Remedies Limited

Nothing in the Contract shall be construed to:

(a) make any act or omission of the Principal's in contravention of the Payments Act (including failure to pay an amount becoming due under the Payments Act), a breach of the Contract (unless the Principal would have been in breach of the Contract had the Payments Act had no application); or

(b) give to the Contractor rights or remedies under the Contract which extend or are in addition to rights or remedies given to the Contractor by the Payments Act in respect of any act or omission of the Principal in contravention of the Payments Act.

42A.5 Suspension by Contractor

If the Contractor, at any time suspends the whole or any part of the work under the Contract pursuant to the Payments Act then, despite any other provision of the Contract:

(a) the Date for Practical Completion shall not be affected but the suspension shall be a cause of delay for which the Contractor may claim an extension of time in accordance with the Contract;

(b) except as expressly provided in paragraph (a), clause 42A.5 shall apply; and

(c) except to the extent (if any) expressly provided under the Payments Act, the Principal shall not be liable for any costs, expenses, damages, losses or other liability whatsoever suffered or incurred by the Contractor as a result of the suspension.

42A.6 Suspension by Subcontractors

If any subcontractor at any time suspends the provision by it of work, services, materials or other things (which form part of the work under the Contract) or takes any other action pursuant to the Payments Act, despite any other provision of the Contract:

(a) the Contractor shall not be relieved of any of its obligations under the Contract and the suspension or other action by the subcontractor shall not entitle the Contractor to any Claim (including without limitation for any extension of time under Clause 35.5 or delay or disruption costs under Clause 36); and
the Contractor shall immediately provide to the Principal full details of the circumstances giving rise to the subcontractor's right or alleged right to suspend or take other action.

42A.7 Construction of Contract Provisions

To the extent any provision of the Contract is (or may, if not for the operation of this Clause, be) found to be void under the Payments Act, the provision shall be construed or severed from the Contract in a manner which:

(a) avoids the provision or any other provision of the Contract being void; and

(b) subject to paragraph (a), preserves to the maximum possible extent:

(i) the enforceability of the provision and the other provisions of the Contract; and

(ii) the original effect and intent of the Contract.

42A.8 Time for Payment of Payment Claims Under the Payments Act

Where the Contractor becomes entitled to a progress payment for which the Contractor has made a payment claim under the Payments Act, the progress payment becomes payable 15 business days after the payment claim is made.

43 PAYMENT OF WORKERS AND SUBCONTRACTORS

(a) Before the Principal makes each payment to the Contractor, the Superintendent may, not less than 5 days before a Payment Certificate is due, in writing request the Contractor—

(i) to give the Superintendent a statutory declaration 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 declared, that all workers who have at any time been employed by the Contractor on work under the Contract have at the date of the request been paid all moneys due and payable to them in respect of their employment on the work under the Contract;

(ii) to provide documentary evidence to the Superintendent that at the date of the request all workers who have been employed by a subcontractor of the Contractor have been paid all moneys due and payable to them in respect of their employment on the work under the Contract; and

(iii) to give the Superintendent a statutory declaration by the subcontractors specified by the Superintendent from time to time (in the Superintendent’s absolute discretion), or where a subcontractor is a corporation, by a representative of that subcontractor who is in a position to know the facts declared that the subcontractor has, at the date of the declaration been paid all moneys due and payable to the subcontractor in respect of work under the Contract carried out by it.

(b) Not earlier than 14 days after the Contractor has made each claim for payment under Clause 42.1, and before the Principal makes that payment to the Contractor, the Contractor shall give to the Superintendent a statutory declaration 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 declared, that all subcontractors have been paid all moneys due and payable to them in respect of work under the Contract and also as to the matters referred to in Clause 43B.

(c) If the Contractor fails—
(i) within five days after a request by the Superintendent under Clause 43(a), to provide the statutory declaration, or the documentary evidence (as the case may be) required pursuant to Clause 43; or

(ii) to comply with Clause 43(b), notwithstanding Clause 42.1, the Principal may withhold the Contractor shall not be entitled to claim any payment of money due to the Contractor until the statutory declaration or documentary evidence (as the case may be) is received by the Superintendent.

If the Contractor provides to the Superintendent 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.

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.

If any worker or subcontractor obtains a court order in respect of moneys referred to in Clause 43(a) or (b) 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.

After becoming aware of the occurrence of a relation-back day (as defined in the Corporations Act 2001 (Cth)) the making of a sequestration order or a winding up order in respect of the Contractor, the Principal shall not make any payment (other than a payment made pursuant to a Legislative Requirement) to a worker or subcontractor without the concurrence of the official receiver or trustee in bankruptcy of the estate of the bankrupt or the liquidator as the case may be.

43A DIRECT PAYMENT OF WORKERS AND SUBCONTRACTORS BY PRINCIPAL

Despite any other provision of the Contract, the Principal may in its absolute discretion pay out of any moneys due or to become due to the Contractor any moneys owing by the Contractor to any subcontractors or workers in relation to the execution of the work under the Contract and any payment under this Clause shall be deemed to have been paid to the Contractor under the Contract. If an amount equal to or greater than the amount paid by the Principal on the Contractor's behalf is not or never becomes due by the Principal to the Contractor, the amount paid by the Principal shall be a debt due from the Contractor to the Principal. The Principal shall not pay under this Clause any amount greater than the amount specified as payable in the declarations or documents provided to the Superintendent under Clause 43, an adjudicated amount (as defined in the Payments Act) or any judgment in favour of a subcontractor or worker.

43B SUBCONTRACTOR CLAIMS

Despite any other provision of the Contract, the declaration to be provided by the Contractor under Clause 43(b) must also include a declaration that the Contractor has no knowledge of any actual or threatened lodgement by any subcontractor of:

(a) a subcontractors charge under the Subcontractors' Charges Act 1974 (Qld) (which has not been withdrawn); or

(b) a notice to suspend under sections 19, 20 or 30 of the Payments Act, other than as detailed in the declaration.
44 DEFAULT OR INSOLVENCY

44.1 Preservation of Other Rights
Subject to Clause 44.2A, if a party breaches or repudiates the Contract, nothing in Clause 44 shall prejudice the right of the other party to recover damages or exercise any other right.

44.2 Default by the Contractor
Subject to Clause 44.2A, if the Contractor commits a substantial breach of contract and the Principal considers that damages may not be an adequate remedy, the Principal may give the Contractor a written notice to show cause.

Substantial breaches include but are not limited to—

(a) suspension of work, in breach of Clause 33.1;
(b) failing to proceed with due expedition and without delay, in breach of Clause 33.1;
(c) failing to lodge security or a performance guarantee in breach of Clause 5;
(d) failing to use the materials or standards of workmanship required by the Contract, in breach of Clause 30.1;
(e) failing to comply with a direction of the Superintendent under Clause 30.3, in breach of Clause 23;
(f) failing to provide evidence of insurance, in breach of Clause 21.1; and/or
(g) in respect of Clause 43, knowingly providing a statutory declaration or documentary evidence which contains a statement that is untrue;
(h) failing to comply with any environmental obligations of the Contractor including without limitation Clause 14.9;
(i) failing to comply with any of the Contractor's obligations in Clause 9 to the extent they relate to subcontractors listed in Annexure Part A; or
(j) engaging in collusive or anti-competitive conduct in breach of Clause 8.11 or being in breach of Competition Law.

44.2A Default by the Contractor in Relation to Safety or Licence and Competency Requirements
Despite Clause 44.2, if the Contractor commits a breach of:

(a) Clause 14.1A in relation to Licence and Competency Requirements; or
(b) any obligation of the Contractor relating to safety including without limitation Clause
    14.8; or
(c) any Work Health and Safety Requirements,
the Principal may, at any time after the breach and without giving a notice to show cause, exercise a right under Clause 44.4(a) or Clause 44.4(b). The rights given by this Clause 44.2A are in addition to any other rights of the Principal.

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;
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 7 clear 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

If by the time specified in a notice under Clause 44.2 the Contractor fails to show reasonable cause why the Principal should not exercise a right referred to in Clause 44.4, the Principal may by notice in writing to the Contractor—

(a) take out of the hands of the Contractor the whole or part of the work remaining to be completed; or

(b) terminate the Contract.

The Contractor agrees that the Principal may determine in its absolute discretion whether the Contractor has failed to show reasonable cause why the Principal should not exercise a right referred to in Clause 44.4 (for the purposes of Clause 44.4).

Upon giving a notice under Clause 44.2, the Principal may suspend payments (whether or not the subject of a payment certificate) to the Contractor and the Contractor may not make any claim for payments until the earlier of—

(i) the date upon which the Contractor shows reasonable cause;

(ii) the date upon which the Principal takes action under Clause 44.4(a) or (b); or

(iii) the date on which the last day for showing cause in the notice under Clause 44.2 the relevant breach by the Contractor is rectified.

If the Principal exercises the right under Clause 44.4(a), 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

If the Principal takes work out of the hands of the Contractor under Clause 44.4(a) 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.

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 which are surplus.

44.6 Adjustment on Completion of the Work Taken Out of the Hands of the Contractor

When work taken out of the hands of the Contractor under Clause 44.4(a) is completed the Superintendent 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.

In assessing the cost incurred in relation to work taken out of the Contractor's hands, the Superintendent must include the following additional items of cost to the Principal:

(a) any costs associated with the ownership or holding of the Site or the Works for any additional period;
(b) any additional costs of funding (including interest); and

(c) any other costs, losses, expenses or damages, arising from or in connection with the Contractor's breach.

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.

If the Contractor is indebted to the Principal, the Principal may 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

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.

Substantial breaches include but are not limited to—

(a) failing to make a payment, in breach of Clause 42.1 for a period in excess of 14 days;

(b) failure by the Superintendent to either issue a Certificate of Practical Completion or give the Contractor, in writing, the reasons for not issuing the Certificate within 14 days of receipt of a request by the Contractor to issue the Certificate, in breach of Clause 42.5;

(c) failing to produce evidence of insurance, in breach of Clause 21.1;

(d) 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 the Annexure Part A; and/or

(e) failing to lodge security in breach of Clause 5.

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 7 clear 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

If by the time specified in a notice given under Clause 44.7 the Principal fails to show reasonable cause why the Contractor should not exercise a right referred to in this Clause 44.9, and the substantial breach in relation to which the Principal fails to show
reasonable cause is a failure by the Principal to pay an amount due and payable by the Principal to the Contractor under the Contract, the Contractor may by notice in writing to the Principal suspend the whole or any part of the work under the Contract.

The Contractor shall lift the suspension if the Principal remedies the breach but if within 28 days after the date of suspension of the failure by the Principal to show cause under this 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 within a further period of seven days elect by notice in writing to the Principal to either:

(a) terminate the Contract; or-
(b) lift the suspension immediately.

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(b) 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.

If the Principal purports to terminate the Contract pursuant to Clause 44.4(b) when it has no right to terminate the Contract (either under Clause 44.4(b) or otherwise), the Contract shall be taken to have been terminated under Clause 45A.

44.11 Insolvency

If—

(a) a party informs the other party in writing or creditors generally that the party is insolvent;
(b) a party commits an act of bankruptcy;
(c) a bankruptcy petition is presented against a party;
(d) a party is made bankrupt;
(e) a meeting of creditors of a party is called with a view to—
   (i) entering a scheme of arrangement or composition with creditors; or
   (ii) placing the party under official management;
(f) a party enters a scheme of arrangement or composition with creditors;
(g) a resolution is passed at a meeting of creditors to place a party under official management;
(h) a party is placed under official management;
(i) a receiver of the property or part of the property of a party is appointed;
(j) an application is made to a court for the winding up of a party and not stayed within 14 days;
(k) a winding up order is made in respect of a party; and/or
(l) execution is levied against a party by creditors, debenture holders or trustees or under a floating charge;
(m) the shareholders or directors of a party attempt to pass or pass a resolution which has
an object the winding up of that party; or

(n) a party goes into voluntary administration;

(o) a controller is appointed under the Corporations Act 2001 (Cth):

then:

(i) where the other party is the Principal;

(A) the Principal may, without giving a notice to show cause, exercise the right
under Clause 44.4(a) or Clause 44.4(b); and

(B) the Principal may suspend payments (whether or not the subject of a
payment certificate) to the Contractor and the Contractor may not make any
claim for payment under the Contract; or

(ii) where the other party is the Contractor, the Contractor may, without giving a
notice to show cause, exercise the right under Clause 44.9.

The rights given by Clause 44.11 are in addition to any other rights and may be exercised
notwithstanding that there has been no breach of contract.

44A PRINCIPAL MAY REMEDY CONTRACTOR'S BREACH AT CONTRACTOR'S
EXPENSE

In addition to any other rights of the Principal, the Principal may perform or have others perform
at the Contractor's cost, any obligation of the Contractor which the Contractor has failed to
perform after reasonable notice from the Principal requiring such performance.

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 made a progress
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; and

(d) all retention moneys and security;

(e) the reasonable cost of demobilising the site including removal of Constructional
Plant;

(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.

and the Contractor shall have no other Claim against the Principal for any overhead, loss of
profits, costs, expenses, damages, losses or other liabilities arising from or in connection with
the termination.

If the Principal has provided security, when the Contractor has been paid all moneys finally
due to the Contractor on any account whatsoever (whether in connection with the Contract or
otherwise), the Contractor shall release the security provided by the Principal in respect of the
Contract.
If the Contractor has provided security other than cash security, the Principal shall release that security to the Contractor within 10 business days of a written request for the release of the security being made by the Contractor to the Principal.

45A TERMINATION FOR CONVENIENCE

The Principal may at any time terminate the Contract for its convenience (including where there has been no default or insolvency of the Contractor) by seven days prior notice to the Contractor in which case the Contractor shall, upon receipt of the notice:

(a) cease carrying out the work under the Contract;

(b) if directed by the Principal to do so:

(i) assign or novate in favour of the Principal any subcontracts (including, without limitation, for the provision of any materials) or rights under any subcontracts entered into or obtained by the Contractor in connection with the carrying out of the work under the Contract or completion of the Works; and

(ii) terminate any other outstanding subcontracts and recover from the subcontractor any property, documentation, material or information of the Principal or the Superintendent;

(c) deliver to the Principal, all property, documentation or information of the Principal provided to the Contractor in connection with it carrying out the work under the Contract; and

(d) deliver to the Principal any of the materials or the work under the Contract which under the Contract has become the property of the Principal.

Upon termination of the Contract under this Clause:

(e) Clause 45 shall apply as if the Contract had been terminated for frustration;

(f) the Contractor shall have no other Claim against the Principal for any overhead, loss of profits, costs, expenses, damages, losses or other liabilities arising from or in connection with the termination; and

(g) any rights of the Principal arising from prior breaches by the Contractor shall not be affected.

Any notice by the Principal purporting to terminate the Contract pursuant to any other provision of the Contract, or under the general law, will to the extent that the Principal is not entitled to terminate the Contract pursuant to that other provision or the general law, be taken to be a notice terminating the Contract under this Clause.

45B PROVISIONS TO CONTINUE AFTER TERMINATION

Unless the context otherwise requires, rights and obligations (including warranties and indemnities) of the parties capable of taking effect after the expiration or termination of this Contract shall do so.

46 TIME FOR NOTIFICATION OF CLAIMS

46.1 Contractor's Prescribed Notice

The Principal shall not be liable upon any Claim by the Contractor and shall be released for all time from any Claim in respect of or arising out of a breach of the Contract unless within:

(a) 7 days after the first day upon which the Contractor could reasonably have been aware of the circumstances giving rise to the Claim, the Contractor has given to the Superintendent the first notice; and
The first day upon which the Contractor could reasonably have been aware of the circumstances giving rise to the Claim, the Contractor has given to the Superintendent the prescribed notice.

The Principal shall not be liable upon any other claim by the Contractor for any extra cost or expense in respect of or arising out of any direction or approval by the Superintendent unless within 42 days after the first day upon which the Contractor could reasonably have been aware of the entitlement to make the claim, the Contractor has given to the Superintendent the prescribed notice.

The first notice is a notice in writing which must include the Contractor's intention to make a Claim together with the general nature of basis of the Claim.

The prescribed notice is a notice in writing which must include particulars of all of the following—

(a) the breach, act, omission, direction, approval or facts and circumstances on which the Claim is or will be based including any act or omission of the Principal or Superintendent which forms part of the basis for the Claim;

(b) the provisions of the Contract or other legal basis for the Claim or proposed claim; and

(c) full details of the quantum or likely quantum of the Claim (including without limitation a detailed breakdown of the quantum of the Claim).

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 or any part thereof;

(ii) any Claim for payment for a variation directed by the Superintendent to which Clause 40.1A applies or which the Superintendent has expressly acknowledged in writing constitutes or involves a variation or to be made pursuant to Clause 12.3;

(iii) any Claim for an extension of time for Practical Completion; or

(iv) the provisions of Clause 46.2

(v) any other Claim in respect of which another provision of the Contract requires notice to be given by the Contractor within a specified time from the date the circumstances of the Claim arise or become known to the Contractor as a condition of the Contractor being entitled to enforce or pursue the Claim.

(vi) Subject to paragraph (b), for the purposes of this Clause 46, a claim by the Contractor shall include any "Claim" (as defined in Clause 2).

46.1A Occurrence of Events

For the purposes of Clause 46.1, the first day on which the Contractor could reasonably have been aware of the circumstances giving rise to the Claim shall be:

(a) if the Claim relates to changes or particular circumstances which are disclosed in any drawings, then the date of receipt of those drawings by the Contractor;

(b) if the Claim relates to changes or particular circumstances which are disclosed in other documents, then the date of receipt of those documents by the Contractor;

(c) where the Claim relates to changes or particular circumstances affecting a subcontractor of the Contractor, and the subcontractor has received drawings or documents which disclose changes or particular circumstances which may give rise to a Claim, then the date of receipt of those drawings or documents by the subcontractor; and
(d) in any other case, the date upon which an experienced and competent contractor should reasonably have known that such circumstances may give rise to a Claim.

46.2 Time for Disputing Superintendent's Direction

If the Superintendent has given a direction (other than a decision under Clause 47.2) (including without limitation any decision or certification) pursuant to the Contract, and has served a notice in writing on each party that if a party wishes to dispute the direction then that party is required to do so under Clause 47,

the direction shall not be disputed by the Contractor unless a notice of dispute in accordance with Clause 47.1 is given by one party the Contractor to the other party, Principal and to the Superintendent within 56-28 days after the date of service on that party of the notice pursuant to Clause 46.2(b) the Superintendent's direction referred to in this clause.

47 DISPUTE RESOLUTION

47.1 Notice of Dispute

The provisions of this Clause 47 apply subject to the provisions of the Queensland Civil and Administrative Tribunal Act 2009 (Qld) and the Payments Act. 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 Superintendent arises, then either party may deliver by hand or send by certified mail to the other party and to the Superintendent a notice of dispute in writing adequately identifying and providing details of the dispute.

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.

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 Further Steps Required Before Proceedings

Alternative 1

Within 14 days after service of a notice of dispute, the parties shall confer at least once, and at the option of either party and provided the Superintendent so agrees, in the presence of the Superintendent, to attempt to resolve the dispute and failing resolution of the dispute to explore and if possible agree on methods of resolving the dispute by other means. At any such conference each party shall be represented by a person having authority to agree to a resolution of the dispute.

In the event that the dispute cannot be so resolved or if at any time either party considers that the other party is not making reasonable efforts to resolve the dispute, either party may by notice in writing delivered by hand or sent by certified mail to the other party refer such dispute to arbitration or litigation their respective Chief Executive Officers in accordance with Clause 47.4.

Alternative 2

A party served with a notice of dispute may give a written response to the notice to the other party and the Superintendent within 28 days of the receipt of the notice.
Within 42 days of the service on the Superintendent of a notice of dispute or within 14 days of the receipt by the Superintendent of the written response, whichever is the earlier, the Superintendent shall give to each party the Superintendent's written decision on the dispute, together with reasons for the decision.

If either party is dissatisfied with the decision of the Superintendent, or if the Superintendent fails to give a written decision on the dispute within the time required under Clause 47.2 the parties shall, within 14 days of the date of receipt of the decision, or within 14 days of the date upon which the decision should have been given by the Superintendent confer at least once to attempt to resolve the dispute and failing resolution of the dispute to explore and if possible agree on methods of resolving the dispute by other means. At any such conference, each party shall be represented by a person having authority to agree to a resolution of the dispute.

In the event that the dispute cannot be so resolved or if at any time after the Superintendent has given a decision either party considers that the other party is not making reasonable efforts to resolve the dispute, either party may, by notice in writing delivered by hand or sent by certified mail to the other party, refer the dispute to arbitration or litigation their respective Chief Executive Officers in accordance with the clause 47.4.

47.3 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.

47.4 Chief Executive Officers

The Chief Executive Officers shall negotiate in good faith with a view to resolving the dispute within 14 days of the dispute being referred to them, failing which either party may (without prejudice to any of their other rights) at any time after that date commence court proceedings in respect of the dispute.

47.4A Expert Determination

The Principal may at any time elect by notice in writing to the Contractor to refer a dispute to expert determination and in such case, the dispute shall be referred to the person referred to in the Annexure Part A (or, if that person is not reasonably available, to such other independent person as is nominated by the Principal) ('the Expert') for determination and, unless the parties agree otherwise, the following applies:

(a) the Expert shall, subject to the provisions of this Clause, determine and notify the parties of the rules to apply to its determination;

(b) each party is entitled to lodge written submissions with the Expert on the dispute;

(c) the Expert may, after receiving written submissions from the parties and before making any determination, require the parties to attend a conference and to address at the conference such matters as the Expert decides;

(d) the Expert must make a determination in respect of the dispute and provide the parties with written advice as to that determination within 30 days after the date of the appointment of the Expert;

(e) each party must bear its own costs and share equally the costs of the Expert or the process of expert determination, unless the Expert determines otherwise;

(f) the Expert must, in conducting the process of expert determination, ensure procedural fairness;
(g) the Expert is not bound by the rules of evidence;

(h) the Expert's decision shall be final and binding on the parties except where the amount determined as payable to a party exceeds $100,000 and either party notifies the other in writing within 10 business days of the decision being notified to that party that it intends to litigate the dispute; and

(i) where the Expert's decision results in a party becoming entitled to be paid or repaid any amount under or in connection with the Contract, the other party shall pay or repay such amount as a debt due and payable within 14 days of the date of the Expert's decision being made.

(a) Where the Principal has referred a dispute to expert determination under this Clause, Clauses 47.1 to 47.4 inclusive no longer apply to the dispute (and any reference of the dispute under Clauses 47.1 to 47.4 inclusive shall cease).

48 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 (in whole or in part), except with the express prior written consent in writing of by the Principal in each instance. Failure by the Principal, or by the Superintendent, acting on behalf of the Principal, at any time, or from time to time, to enforce or require strict compliance with, or performance of, any terms or conditions of the Contract will not constitute a waiver of, or affect, or impair such terms or conditions in any way, nor shall such failure affect the right of the Principal to avail itself at any time of such remedies it may have for any subsequent breach of the terms and conditions by the Contractor.

49 PRIVACY ACT

(a) In relation to any Personal Information (as defined in the Privacy Act 1988 (Cth) (Act)) provided or to be provided by the Contractor in connection with the work under the Contract (whether as part of its tender or otherwise), the Contractor warrants to the Principal:

(i) the Contractor has obtained and will obtain the consent of each individual about which any Sensitive Information (as defined in the Act) is provided; and

(ii) the Contractor has or will within the time required by the Act ensure that each individual about whom any Personal Information is provided has received or will receive a written statement setting out all of the matters required by the Australian Privacy Principles 5.1 and 5.2:

(A) in relation to disclosure of the Personal Information to the Principal, any Related Body Corporate (as that term is defined in the Corporations Act 2001 (Cth)) of the Principal, the Superintendent and any consultant of the Principal requiring the information for the purposes set out in paragraph (B); and

(B) disclosing that the entities referred to in paragraph (A) shall use the Personal Information for the purposes of reviewing and assessing matters relevant to the work under the Contract from time to time.

(b) The Contractor will comply with the provisions of the Act in relation to any Personal Information provided to the Contractor by the Principal, any Related Body Corporate of the Principal, the Superintendent and any consultant of the Principal.
50 RECORDS AND ACCESS TO RECORDS

50.1 Contractor to make and retain records
The Contractor must, at its own cost, make and retain, and ensure all subcontractors make and retain, accurate and adequate records of all matters relating to the Contract and the performance of the work under the Contract including, but not limited to:

(a) the progress of the work under the Contract including:
   (i) site meeting minutes;
   (ii) directions to the Contractor from the Superintendent and directions from the Contractor to subcontractors;
   (iii) complete photographic records;
(b) the costs and expenses incurred by the Contractor and cost to complete including arising as a result of delays and variations;
(c) manning and equipment records;
(d) matters relevant to workplace, health and safety obligations and issues;
(e) matters relevant to quality systems and quality assurance;
(f) any other fact, matter or thing required by the Contract or directed by the Superintendent, whether in writing, in electronic form or in any other form.

50.2 Contractor to allow access to records
Subject to any law, the Contractor must allow and ensure subcontractors allow the Principal or Superintendent upon request to have access to, inspect and copy any of the records retained by the Contractor or any subcontractor, or under its control, in respect of the Contract.

50.3 Records not in writing
Where a record under Clause 50.1 is retained in a form other than in writing, the Contractor is only deemed to provide access to the record where the Contractor also provides any facility or equipment which enables a legible and readable reproduction of the record by the Principal or Superintendent.

50.4 Retention and handover of records
The records retained under Clause 50.1 shall:
(a) be retained by the Contractor until the Principal or Superintendent notifies the Contractor otherwise in writing;
(b) at the direction of the Principal or Superintendent, be handed over to the Principal on expiration of the Defects Liability Period; and
(c) not be destroyed within 7 years of the date of the Final Certificate without the Principal's written approval.

50.5 Use of confidential records
The Principal shall not, without the consent of the Contractor, disclose to any person other than the Principal's employees and agents, the contents of any record copied or provided to the Principal under this Clause which is confidential to the Contractor, except:
(a) where required or permitted by law;
to its legal advisers and consultants who are under a duty keep those records confidential;

(c) in enforcing the Contract or in a proceeding arising out of or in connection with the Contract or resolving any dispute between the parties under the Contract.

50.6 Reports

Without limiting any other provision of this Clause 50, the Contractor must provide the Principal with any report required by the Contract or otherwise reasonably required by the Principal from time to time as reasonably required by the Principal.

51 EMISSIONS AND ENERGY REPORTING

51.1 National Greenhouse and Energy Reporting Act 2007 (Cth) Reporting Obligations

(a) For the purposes of the NGER Act, the parties agree the Contractor has operational control over the work under the Contract from the date of commencement of work under the Contract until and including the Date of Practical Completion of the last of the Works to reach Practical Completion.

(b) During the period that the Contractor has operational control of work under the Contract, the Contractor must fulfil any obligations imposed under the NGER Act in respect of work under the Contract.

(c) Without limiting paragraph (b), the Contractor's obligations include:

(i) if the Contractor is the controlling corporation of its group, ensuring that it registers under the NGER Act;

(ii) if the Contractor is not the controlling corporation of its group, ensuring that its controlling corporation registers under the NGER Act;

(iii) complying with any reporting obligations imposed on it or its controlling corporation by the NGER Act in relation to the work under the Contract; and

(iv) obtaining and maintaining records of all information (including information from Subcontractors) required to form the basis of a report that would comply with any reporting obligations imposed on it or its controlling corporation under the NGER Act in relation to the work under the Contract.

(d) Whether or not at any time during the period that the Contractor has operational control of the work under the Contract the NGER Act does not impose a reporting obligation in relation to the work under the Contract, the Contractor must:

(i) obtain and maintain records of all information (including information from subcontractors) required to form the basis of a report that would comply with the reporting obligations imposed by the NGER Act in relation to the work under the Contract; and

(ii) provide the information referred to in paragraph (i) to the Principal:

(A) within 30 days after request by the Principal at any time; and

(B) within 30 days after the expiry of the period that the Contractor has operational control of the work under the Contract.

(e) Upon request, the Contractor must supply to the Principal such information as the Principal may reasonably require in relation to emissions of greenhouse gases, consumption of energy and production of energy in connection with the work under the Contract.
(f) The Contractor is not entitled to any Claim arising from or in connection with its obligations under this Clause.

5052 CARBON COSTS

Despite any other provision of this Contract:

(a) the Contractor will not be entitled to a price adjustment; and
(b) the Contractor will not be entitled to any Claim, arising from or in connection with:

(c) the introduction of or changes to a Carbon Scheme or Carbon Tax at any time; and
(d) any increases (whether direct or indirect) in the cost of carrying out the work under the Contract arising from or in connection with the introduction of or changes to a Carbon Scheme or Carbon Tax at any time.
### ANNEXURE to the Australian Standard General Conditions of Contract

This Annexure shall be issued as part of the tender documents and is to be attached to the General Conditions of Contract and shall be read as part of the Contract.

<table>
<thead>
<tr>
<th></th>
<th>Description</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>The law applicable is that of the State or Territory of:</td>
<td>Queensland</td>
</tr>
<tr>
<td></td>
<td>(Clause 1)</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Payments under the Contract shall be made at:</td>
<td>Hervey Bay</td>
</tr>
<tr>
<td></td>
<td>(Clause 1)</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>The Principal:</td>
<td>Fraser Coast Regional Council</td>
</tr>
<tr>
<td></td>
<td>(Clause 2)</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>The address of the Principal:</td>
<td>77 Tavistock Street, Hervey Bay  Qld  4655</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>The Superintendent:</td>
<td>Executive Manager Engineering &amp; Technical Services</td>
</tr>
<tr>
<td></td>
<td>(Clause 2)</td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>The address of the Superintendent:</td>
<td>77 Tavistock Street, Hervey Bay  Qld  4655</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>Site Owner:</td>
<td>Fraser Coast Regional Council</td>
</tr>
<tr>
<td></td>
<td>(Clause 2 and 3.1B)</td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>Limits of accuracy applying to quantities for which the Principal accepted a rate or rates:</td>
<td>‘Not Applicable’</td>
</tr>
<tr>
<td></td>
<td>(Clause 3.3(b) and 35.5(b)(ii))</td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>The time for lodgement of the priced copy of the Contract Bill of Quantities:</td>
<td>‘Not Applicable’</td>
</tr>
<tr>
<td></td>
<td>(Clause 4.2)</td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>Pricing Reference Documents:</td>
<td>Schedule A – Schedule of Prices</td>
</tr>
<tr>
<td></td>
<td>(Clauses 2 and 4.5)</td>
<td>Schedule C – Day works Charge</td>
</tr>
</tbody>
</table>
#11 Contractor shall provide security in the amount of:
(Clauses 5.2)

#12 Principal shall provide security in the amount of:
(Clauses 5.2)

13. Form of Security:
(Clause 5.6)

14. The period of notice required of a party's intention to have recourse to retention moneys and/or to convert security:
(Clauses 5.3 and 5.6)

15. The percentage to which the entitlement to security and retention moneys is reduced:
(Clauses 5.3 and 5.6)

16. Interest on retention moneys and security— the alternative applying:
(Clauses 5.9)

16A. Performance Guarantee:
(Clauses 5.10)

17. The number of copies to be supplied by the Principal:
(Clauses 2 and 8.3)

18. Principal-Supplied Information:
(Clauses 2 and 8.3A)

19. The number of copies to be supplied by the Contractor:
(Clauses 2 and 8.4)

20. Documents in relation to which the Contractor must obtain the Superintendent's direction
(Clauses 2 and 8.4(c))

21. The time within which the Superintendent

'See Separable Portions Annexure'

Where there are Separable Portions, these items shall be deleted

Where there are Separable Portions, these items shall be deleted

A Performance Guarantee is not required in the form of Annexure Part D
must give a direction as to the suitability and return the Contractor's copies:
(Clause 8.4)

#22. Documents and other deliverables to be delivered to the Superintendent prior to Practical Completion:
(Clause 2 and 8.8)

- 'See Separable Portions Annexure'

#23. Documents and other deliverables to be delivered to the Superintendent after Practical Completion:
(Clause 8.9)

'See Separable Portions Annexure'

24. Work which cannot be subcontracted without approval:
(Clause 9.2)

No work to be subcontracted without consent

<table>
<thead>
<tr>
<th>24A. Pre-approved Subcontractors: (Clause 9.3B)</th>
<th>Subcontractor</th>
<th>Category of work under the Contract</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>'Not Used'</td>
<td></td>
</tr>
</tbody>
</table>

24B. Nominated Subcontractor: (Clause 10.1)

'Not Used'

24C. Selected Subcontractor: (Clause 10.1)

'Not Used'

25. The percentage for profit and attendance:
(Clause 11(b))

<table>
<thead>
<tr>
<th>Percentage</th>
<th>Subcontractor</th>
</tr>
</thead>
<tbody>
<tr>
<td>10%</td>
<td></td>
</tr>
</tbody>
</table>

26. The amount or percentage for profit and attendance:
(Clause 11(c))

<table>
<thead>
<tr>
<th>Percentage</th>
<th>Subcontractor</th>
</tr>
</thead>
<tbody>
<tr>
<td>10%</td>
<td></td>
</tr>
</tbody>
</table>

27. Rated Provisional Sum Work or Items: (Clause 11B)

<table>
<thead>
<tr>
<th>Subcontractor</th>
<th>Category of work under the Contract</th>
</tr>
</thead>
<tbody>
<tr>
<td>Nil</td>
<td></td>
</tr>
</tbody>
</table>

28. Accepted Latent Conditions: (Clause 12.1)

<table>
<thead>
<tr>
<th>Subcontractor</th>
<th>Category of work under the Contract</th>
</tr>
</thead>
<tbody>
<tr>
<td>Nil</td>
<td></td>
</tr>
</tbody>
</table>

29. Government Approvals or licences to be obtained by Principal: (Clause 2, 14.5 and 14.9)

<table>
<thead>
<tr>
<th>Subcontractor</th>
<th>Category of work under the Contract</th>
</tr>
</thead>
<tbody>
<tr>
<td>Nil</td>
<td></td>
</tr>
</tbody>
</table>

30. QBCC licence number: (Clause 14B.2)

<table>
<thead>
<tr>
<th>Subcontractor</th>
<th>Category of work under the Contract</th>
</tr>
</thead>
<tbody>
<tr>
<td>TBC</td>
<td></td>
</tr>
</tbody>
</table>

31. Relevant Documents: (Clause 2 and 14C)

1.) WHS Contractor Engagement (Safety & Environment) - General Procedure
2.) WHS Contractor Engagement (Safety &
32. Methodology & Resourcing Documents:  
(Clause 2 and 14D)  
[TBC] ..........................................................

33. Contractor's Management Plans:  
(Clause 2 and 14E)  
Project Management Plan  
Construction Program  
WHS Management Plan  
Environmental Management Plan  
QA Management Plan

34. Dilapidation survey:  
(Clause 14G)  
A dilapidation survey is required

34A Queensland Charter for Local Content  
(Clause 14K)  
Clause 14K is not to apply

34B Queensland Code and Queensland Guidelines:  
(Clause 14J)  
Clause 14J is not to apply

34C Building Code 2013:  
(Clause 14L)  
Clause 14L is not to apply

35. Insurance of the Works—the alternative applying:  
(Clause 18)  
The assessment for insurance purposes of the costs of demolition and removal of debris:  
(Clause 18(ii))  
10% of the Contract Sum.........................

The assessment for insurance purposes of consultants’ fees:  
(Clause 18(iii))  
2.5% of the Contract Sum.........................

The value of materials to be supplied by the Principal:  
(Clause 18(iv))  
0% of the Contract Sum ..........................

The additional amount or percentage:  
(Clause 18(v))  
10% of the Contract Sum.........................

36. The amount of motor vehicle third party bodily injury and property damage liability insurance:  
(Clause 18A)  
$10,000,000.00 ........................................

37. Public and Products Liability Insurance—the alternative applying:  
(Clause 19)  
Alternative 1 ............................................
38. The amount of Public and Products Liability Insurance shall be not less than: $20,000,000.00
   (Clause 19)

39. **Contractor's Key Personnel**
   (Clause 26.2)

<table>
<thead>
<tr>
<th>Name</th>
<th>Position</th>
</tr>
</thead>
<tbody>
<tr>
<td>[To be tendered]</td>
<td></td>
</tr>
</tbody>
</table>

40. The time for giving possession of the Site:
   (Clause 27.1(a))

   90 days from the Date of Acceptance of tender

40A. Site Areas of third parties for which Principal will obtain access authority:
     (Clause 27.1(b))

   Nil .......................................................... ....

41. **Access or Possession of the Site:**
    (Clause 27A.2)

   Access ....................................................... ..

41A. **Principal Supplied Material**
     (Clause 29.4)

   Nil .......................................................... ....

42. **Special Warranties:**
    (Clause 29A.1)

   Nil .......................................................... ....

43. **Works to be included in a commissioning program:**
    (Clause 31A.1)

   TBC .......................................................... ...

#44. The Date for Practical Completion:
     (Clause 2 and 35.2)

   'See Separable Portions Annexure' ............

#45. Liquidated Damages per day:
     (Clause 35.6)

   'See Separable Portions Annexure' ............

#46. Limit of Liquidated Damages:
     (Clause 35.7)

   'See Separable Portions Annexure' ............

#47. Bonus for Early Practical Completion:
     (Clause 35.8)

   'See Separable Portions Annexure' ............

#48. Limit of Bonus:
     (Clause 35.8)

   'See Separable Portions Annexure'

49. **Inclement Weather Allowances:**
    (Clause 35A)

<table>
<thead>
<tr>
<th>Month</th>
<th>Days</th>
</tr>
</thead>
<tbody>
<tr>
<td>January</td>
<td>5</td>
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<tr>
<td>February</td>
<td>5</td>
</tr>
<tr>
<td>March</td>
<td>6</td>
</tr>
<tr>
<td>April</td>
<td>4</td>
</tr>
<tr>
<td>May</td>
<td>3</td>
</tr>
</tbody>
</table>

# Where there are Separable Portions, these items shall be deleted
49A. Milestones and milestone dates:
(Clause 35.9)

49B. Liquidated damages rate applying for late completion of milestones
'See Separable Portions Annexure'

#50. Extra costs for Delay or Disruption:
(Clause 36)

51. Maximum rate per day for delay or disruption costs:
(Clause 36(c))

52. The Defects Liability Period:
(Clause 37)

53. Deduction Percentage:
(Clause 40.5(i))

54. Addition Percentage:
(Clause 40.5(ii))

55. The Charge for on-Site and off-Site overheads, profit, etc. for Daywork:
(Clause 41(f))

56. Times for Payment Claims:
(Clause 42.1)

57. Unfixed Plant and Materials for which payment claims may be made notwithstanding that they are not incorporated in the Works:
(Clause 42.1(iib))

58. Retention Moneys on:
(Clause 42.3)

59. Unfixed Plant or Materials—the alternative applying:
(Clause 42.4)

60. The rate of interest on overdue payments:

<table>
<thead>
<tr>
<th>Month</th>
<th>Days</th>
</tr>
</thead>
<tbody>
<tr>
<td>June</td>
<td>3</td>
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<tr>
<td>July</td>
<td>3</td>
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<tr>
<td>August</td>
<td>2</td>
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<td>September</td>
<td>3</td>
</tr>
<tr>
<td>October</td>
<td>3</td>
</tr>
<tr>
<td>November</td>
<td>4</td>
</tr>
<tr>
<td>December</td>
<td>5</td>
</tr>
</tbody>
</table>
61. Not Used

62. The delay in giving possession of the Site which shall be a substantial breach:
    (Clause 44.7) 90 calendar days from the Letter of Acceptance

63. The alternative required in proceeding with dispute resolution:
    (Clause 47.2) Alternative [2]

64. The person to nominate an arbitrator:
    ( Clause 47.347.4A) As appointed by the Resolution Institute of Queensland Brisbane Chapter
    Location of arbitration: Queensland
### Separable Portions

1. **Separable Portion:**

2. **Contractor shall provide security in the amount of:**
   
   (Clause 5.2)

   5% of the Contract Sum

3A. **Principal shall provide security in the amount of:**

   (Clause 5.2)

   Nil

4. **Form of Security:**

   (Clauses 5.3 and 5.6)

   Unconditional bank undertaking in the form of Annexure Part C from a bank approved by the Principal

5. **The period of notice required of a party's intention to have recourse to retention moneys and/or to convert security:**

   (Clause 5.5)

   No notice required

6. **Documents and other deliverables to be delivered to the Superintendent prior to Practical Completion:**

   (Clauses 2 and 8.8)

   - Conformance Report
   - Original WHS Safety Management Plan
   - Full set of works as constructed drawings and survey data
   - Collated and completed Quality Assurance documents (including all required conformance reports for construction and commissioning, ITP's, test results, training records & the original project quality plan)
   - All documentation and information essential for use operation and maintenance of works including all Operation and maintenance manuals
   - Defects List, updated to show all closed out and all outstanding items

   ..............................

7. **Documents and other deliverables to be delivered to the Superintendent after Practical Completion:**

   (Clause 8.9)

   Documents or other deliverables:

   Minor Outstanding Defect Schedule

   .............................................................

   Days after Practical Completion:

   10 days

8. **The Date for Practical Completion:**

   (Clause 35.2)

   TBC

9. **Liquidated Damages per day:**

   $650.00
5. Limit of Liquidated Damages:  (Clause 35.7)  No Limit .....................................................

6. Bonus for Early Practical Completion:   (Clause 35.8)  Nil..........................................................

7. Limit of Bonus:  (Clause 35.8)  Nil..........................................................

8. Extra costs for Delay or Disruption:  (Clause 36)  Not applicable ..........................................................

<table>
<thead>
<tr>
<th>Event</th>
</tr>
</thead>
<tbody>
<tr>
<td>Extra costs for Delay or Disruption:  (Clause 36)</td>
</tr>
</tbody>
</table>

8A. Maximum rates for delay or disruption costs:  (Clause 36(c))  $500.00 per day

9. Defects Liability Period:  (Clause 37)  Twelve (12) months

¶ Use this part of the Annexure where there are Separable Portions and ensure that the description of the Separable Portions covers all the work under the Contract. Make a separate column for each Separable Portion.
Separable Portions

1. Separable Portion:  2

2. Contractor shall provide security in the amount of:
   (Clause 5.2)  5 % of the Contract Sum

2A Principal shall provide security in the amount of:
   (Clause 5.2)  Nil

2B Form of Security:
   (Clauses 5.3 and 5.6) Unconditional bank undertaking in the form of Annexure Part C from a bank approved by the Principal

2C The period of notice required of a party's intention to have recourse to retention moneys and/or to convert security:
   (Clause 5.5) No notice required

2D Documents and other deliverables to be delivered to the Superintendent prior to Practical Completion:
   (Clauses 2 and 8.8)
   - Conformance Report
   - Original WHS Safety Management Plan
   - Full set of works as constructed drawings and survey data
   - Collated and completed Quality Assurance documents (including all required conformance reports for construction and commissioning, ITP’s, test results, training records & the original project quality plan)
   - All documentation and information essential for use operation and maintenance of works including all Operation and maintenance manuals
   - Defects List, updated to show all closed out and all outstanding items ..............................................

3. The Date for Practical Completion:
   (Clause 35.2) TBC ...........................................................

4. Liquidated Damages per day:  $650.00 .................................................................

………...
5. Limit of Liquidated Damages: No Limit .....................................................
   (Clause 35.7)
6. Bonus for Early Practical Completion: Nil.................................................
   (Clause 35.8)
   ............................................................. .......
7. Limit of Bonus: Nil..........................................................
   (Clause 35.8)
   ............................................................. .......
8. Extra costs for Delay or Disruption: Not applicable
   (Clause 36)
   ............................................................. .......
8A. Maximum rates for delay or disruption costs: $500.00 per day
   (Clause 36(c))
9. Defects Liability Period: Twelve (12) months
   (Clause 37)

Event
At the request of ........................................... ('the Contractor') and in consideration of ........................................... ('the Principal') accepting this undertaking in respect of the contract for .......................................................... .......................................................... .......................................................... .......................................................... .......................................................... .......................................................... ..........................................................

.......................................................... ('the Financial Institution') unconditionally undertakes to pay on demand any sum or sums which may from time to time be demanded by the Principal to a maximum aggregate sum of .......................................................... ..........................................................

The undertaking is to continue until notification has been received from the Principal that the sum is no longer required by the Principal or until this undertaking is returned to the Financial Institution or until payment to the Principal by the Financial Institution of the whole of the sum or such part as the Principal may require.

Should the Financial Institution be notified in writing, purporting to be signed by ........................................... for and on behalf of the Principal that the Principal desires payment to be made of the whole or any part or parts of the sum, it is unconditionally agreed that the Financial Institution will make the payment or payments to the Principal forthwith without reference to the Contractor and notwithstanding any notice given by the Contractor not to pay same.

Provided always that the Financial Institution may at any time without being required so to do pay to the Principal the sum of .......................................................... ..........................................................

less any amount or amounts it may previously have paid under this undertaking or such lesser sum as may be required and specified by the Principal and thereupon the liability of the Financial Institution hereunder shall immediately cease.

DATED at ........................................... this ........................................... day of ........................................... 19...........
ANNEXURE to the Australian Standard
General Conditions of Contract

PART B

NOTE: This table is intended for easy reference to clauses that may have been deleted, amended or added to Australian Standard 2124—1992

1. The following Clauses have been deleted from the General Conditions in AS 2124—1992:

   SEE MARKED UP TEXT IN THE GENERAL CONDITIONS OF CONTRACT

2. The following Clauses have been amended and differ from the corresponding Clauses in AS 2124—1992:

   SEE MARKED UP TEXT IN THE GENERAL CONDITIONS OF CONTRACT

3. The following Clauses have been added to those of AS 2124—1992:

   SEE MARKED UP TEXT IN THE GENERAL CONDITIONS OF CONTRACT
ANNEXURE to the Australian Standard
General Conditions of Contract

PART C

APPROVED FORM OF UNCONDITIONAL UNDERTAKING
(Clause 5.3)

TO:  #Name and ACN of Principal# ("Principal")

At the request of #Name and ACN of Contractor# (the "Contractor") and in consideration of the Principal accepting this undertaking in respect of a contract between the Principal and the Contractor dated #date of Contract# (the "Contract") for the construction of #description of the Work# (the "Project"), #Name of Bank# (the "Bank"):

1. unconditionally undertakes and covenants to pay to the Principal on demand any sum or sums which may from time to time be demanded in writing by the Principal to a maximum aggregate sum of $#amount of bank guarantee#;

2. unconditionally agrees to make the payment or payments to the Principal:
   (a) without reference to the Contractor; and
   (b) notwithstanding any notice given by the Contractor to the Bank not to pay;

3. acknowledges the Bank's liability under this undertaking is a continuing and irrevocable liability and will continue in full force and effect until the earlier of:
   (a) payment of the maximum aggregate sum is made to the Principal (which the Bank may elect to do at any time whether or not requested by the Principal);
   (b) the Principal notifies the Bank in writing that this undertaking is no longer required; or
   (c) the Principal returns this undertaking to the Bank for cancellation;

4. agrees that the Principal may assign or transfer this undertaking to any entity which:
   (a) becomes legally entitled to enforce the Principal's rights under the Contract; and
   (b) is notified to the Bank by the Principal or Contractor to be an assignee of this undertaking.

DATED this                    day of

SIGNED, SEALED and DELIVERED by its duly constituted attorneys ) ( )
and ----------------------------------------------------- in the )
presence of: )

Witness
PART D

PERFORMANCE GUARANTEE
(Clauses 5.10)

THIS DEED OF GUARANTEE is given this day of 20

BY: #Name and ACN of Guarantor# of #address of Guarantor# ("Guarantor")

IN FAVOUR OF: #Name and ACN of Principal# of #address# ("Principal")

BACKGROUND:

A. The Principal and #Name and ACN of Contractor# (the "Contractor") have entered into a contract dated #date# ("Contract") in relation to the construction of #Description of Project# ("Project").

B. The Principal has entered into the Contract:
   (a) at the request of the Guarantor (which request is confirmed by the Guarantor's execution of this Deed); and
   (b) conditionally upon the Guarantor signing this Deed.

THE PARTIES AGREE:

1. GUARANTEE OF PERFORMANCE
   The Guarantor guarantees to the Principal the due and punctual performance of every legal, equitable, contractual, statutory or other duty, undertaking, warranty, guarantee, indemnity, covenant, agreement or other obligation ("Obligation") on the part of the Contractor which at any time arises under or in connection with the Contract including without limitation:
   (a) any Obligation on the part of the Contractor to pay the Principal any costs, expenses, damages or other liabilities, whether present, future, actual or contingent, liquidated or unliquidated;
   (b) any Obligation arising from any variation to the Contract:
      (i) agreed between the Contractor and the Principal; or
      (ii) made in accordance with the Contract,
   at any time, whether or not the Guarantor is aware of or consents to the variation; and
   (c) the Unenforceable Contractor's Obligations referred to in clause 6 of this Deed, (called for the purposes of this Deed, "Contractor's Obligations").

2. INDEMNITY FOR LOSS
   The Guarantor indemnifies the Principal and agrees at all times hereafter to keep the Principal indemnified from and against all damages, costs, losses, expenses and liabilities which the Principal may suffer or incur consequent upon or arising out of the Contractor's Obligations not
being performed, observed or fulfilled and the Guarantor agrees that the indemnity given by the Guarantor under this Clause:

(a) is a separate and additional Obligation of the Guarantor under this Deed;
(b) is given by the Guarantor as a principal indemnifier and not as a surety;
(c) applies even though the Principal may not be entitled for any reason to recover those amounts from the Contractor, with the effect that the moneys are not recoverable from the Guarantor on the basis that the Guarantor has otherwise only given a guarantee in respect of payment of those amounts; and
(d) is given on the other terms of this Deed (with all necessary changes being made) so far as those other terms can apply.

3. CONTINUING GUARANTEE AND INDEMNITY

(a) This Deed and all Obligations of the Guarantor to the Principal under this Deed shall be continuing Obligations and security and shall not be considered as wholly or partially satisfied or discharged by the payment at any time of any sum of money for the time being due to the Principal under the Contract or by any settlement, account or the performance of any other Obligation or any other matter or thing.

(b) This Deed and all Obligations of the Guarantor to the Principal extends to and are security for all sums of money at any time due to the Principal under or in connection with the Contract despite any special payment, settlement of account, the performance of any other Obligation or other matter or thing.

4. LIABILITY NOT DISCHARGED BY OTHER EVENTS

The liability of the Guarantor and the rights of the Principal under this Deed shall not be affected by:

(a) the granting of time or other indulgence or concession to the Contractor;
(b) the compounding, compromise, release, abandonment, waiver, variation, relinquishment or renewal of any of the rights of the Principal against the Contractor;
(c) any neglect or omission to enforce such rights;
(d) the liquidation of the Contractor;
(e) the variation, termination, cancellation, rescission, assignment or novation of the Contract in whole or in part;
(f) the Contract being or becoming void or voidable in whole or in part;
(g) the variation of any of the Contractor's Obligations under the Contract (including by the variation of the Project); or
(h) any other act, matter or thing which under the law relating to sureties would or might but for this provision release the Guarantor from its Obligations under this Deed or any part of them.

5. ASSIGNMENT BY THE PRINCIPAL

The Principal may assign the benefit of this Deed to the extent that the assignee also accepts an assignment of the whole or any part of the Contractor's Obligations. The Principal shall be entitled to provide any information it may have concerning the Guarantor to any proposed assignee.

6. INVALIDITY OF CONTRACTOR'S OBLIGATIONS

Despite any other provisions of this Deed, the guarantee and indemnity given by the Guarantor under this Deed shall also extend to and apply to Obligations on the part of the Contractor which were void from the beginning, or have been subsequently avoided or are otherwise unenforceable by the Principal as a result of:

(a) any legal limitation, disability or incapacity relating to the Contractor;
as hereto be entered into by the Contractor:

(b) any delay, neglect or failure to register or perfect the Contract or obtain any consent or
authorisation necessary to give legal effect to the Contract (other than by reason of an act or
omission of the Principal);
(c) the Contractor's failure to comply with any law;
or
(d) any death, mental incapacity, winding up, liquidation, bankruptcy, insolvency, voluntary
administration, composition of debts, scheme of reconstruction, official management,
receivership, assignment of property, scheme of arrangement or other incapacity,
insolvency or demise on the part of or entered into by the Contractor,
whether or not the Principal should have known about the same ("Unenforceable Contractor's
Obligations").

7. GOVERNING LAW
This Deed and any matter arising in connection with it shall be governed by the laws of the State
of Queensland, and the parties submit to the non-exclusive jurisdiction of the Courts of that State.

8. PARTIES SUCCESSORS AND ASSIGNS
References in this Deed to the Guarantor, the Principal and the Contractor shall be taken to
include their respective successors and assigns.

9. GST
9.1 Goods and Services Tax
Any Consideration to be paid or provided for any supply made under or in connection with this
Deed, unless expressly described in this Deed as including GST, does not include an amount on
account of GST.
Despite any other provision in this Deed, if a party (‘Supplier’) makes a Taxable Supply under or
in connection with this Deed on which GST is imposed:
(a) the GST exclusive Consideration otherwise payable or to be provided for that Taxable
Supply under this Deed but for the application of this clause is increased by, and the
recipient of the supply (‘Recipient’) must also pay to the Supplier, an amount equal to the
GST payable by the Supplier on that Taxable Supply; and
(b) the amount by which the GST exclusive consideration is increased must 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 provided. However, the
Recipient need not pay any amount referable to GST unless they have received a valid Tax
Invoice (or a valid Adjustment Note) for that Taxable Supply.

9.2 Reimbursements
If, at any time, an Adjustment Event arises in respect of any Taxable Supply made by a Supplier
under the Deed, a corresponding adjustment must be made between the parties in respect of any
amount paid pursuant to clause 9.1. Payments to give effect to the adjustment must be made
between the parties and the Supplier must issue a valid Adjustment Note in relation to the
Adjustment Event.

9.3 Adjustment Events
If a party is a member of a GST Group, references to GST which the party must pay and to Input
Tax Credits to which the party is entitled, include GST which the representative member of the
GST Group must pay and Input Tax Credits to which the representative member of the group is
entitled.
9.5 Non Monetary Consideration
If a supply made under this Deed is a Taxable Supply made for non-monetary consideration then:
(a) the Supplier must provide the Recipient with a valid Tax Invoice which states the GST inclusive market value of the non-monetary consideration; and
(b) for the avoidance of doubt any non-monetary consideration payable under or in connection with this Deed is GST inclusive.

9.6 Definitions
Words or expressions used in this clause which are defined in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) and related imposition and amending Acts have the same meaning in this clause.

9.7 Survival
This clause will continue to apply after expiration or termination of this Deed.

The parties have signed, sealed and delivered this Deed on the day and year mentioned above.

THE COMMON SEAL of #Name and Address of Principal# was affixed in the presence of:

) ) ) ) ) )
  Director
  Director
  Director/Secretary

Witness

*sealing clause of Contractor*

THE COMMON SEAL of #Name of Contractor# was affixed in the presence of:

) ) ) ) ) )
  Director
  Director
  Director/Secretary

Witness

*sealing clause of Guarantor*

THE COMMON SEAL of #Name of Guarantor# was affixed in the presence of:

) ) ) ) ) )
  Director
  Director
  Director/Secretary

Witness
PART E

DEED OF WARRANTY

(Clause 29A)

DATED:

PARTIES:

#Warrantor's Name and A.C.N.## of #Warrantor's Address# (the "Warrantor")

#Name and ACN of Principal# of #address# (the “Principal”)

#Name and ACN of Contractor# of #address# and its successors and permitted assigns (the "Contractor")

BACKGROUND:

A. The Warrantor is providing:

   (a) equipment or materials ("Goods"); and/or

   (b) works or services ("Services"),

   under a Subcontract No. #Subcontract No.# dated #date# (the "Subcontract") in connection with the #Description of the Project# ("Project").

B. The Warrantor has agreed to warrant the Goods and/or Services to the Principal and Contractor on the terms of this Deed.

THE PARTIES AGREE AS FOLLOWS:

1. WARRANTY

   The Warrantor warrants to the Principal and Contractor that:

   (a) (Goods) the Goods shall:

       (i) be of merchantable quality, free from defects and fit for their purpose (including utility, performance and appearance); and

       (ii) conform to the requirements of the Subcontract; and

   (b) (Services) the Services shall:

       (i) be provided in a proper and workmanlike manner;

       (ii) be free from defects and fit for their purpose; and

       (iii) conform to the requirements of the Subcontract.
2. **RECTIFICATION**

The Warrantor agrees that it shall promptly, after notice from the Principal or Contractor requiring it to do so, at its own cost and expense replace, repair or otherwise rectify to the reasonable satisfaction of the Principal any of the Goods or Services which are found by the Principal or Contractor during the period of #Warranty Period# from the date of Practical Completion of the Project to:

(a) not comply with the warranty set out in clause 1 of this Deed; or
(b) show deterioration to an extent that, in the opinion of either the Principal or Contractor, the Goods or Services require replacement, repair or rectification in order to achieve compliance with the warranty set out in clause 1 of this Deed.

3. **LIABILITY**

The Warrantor shall indemnify the Principal and Contractor for any loss, expense, cost or damage (including consequential loss or damage) arising from the Goods or Services failing to comply with the warranty set out in clause 1 of this Deed or the Contractor failing to comply with any of its obligations under this Deed.

4. **GENERAL**

The Warrantor agrees:

(a) **(Interpretation of Warranty)** the warranties in clause 1 apply to all and every part of the Goods and Services whether supplied or installed by the Warrantor or others;

(b) **(Other Rights Reserved)** this Deed does not limit or otherwise prejudice any other rights of the Principal or Contractor against the Warrantor;

(c) **(Consequential Damages)** despite any limitations (express or implied) under this Deed, if:

   (i) any failure of the Goods and Services to comply with the warranties in clause 1 would be reasonably expected to result in consequential damage to any of the Works; and

   (ii) the Warrantor, after receiving notification of the failure or defects, does not diligently rectify the failure or defect, the Warrantor shall be responsible for any consequential damage occurring after the time when the Warrantor should have rectified the Goods and Services;

(d) **(Principal and Contractor Benefit Separately)** each of the warranties and obligations of the Warrantor shall be capable of enforcement independently by each of the Principal and the Contractor and any acts or omissions or waiver by the Principal or the Contractor shall not prejudice the rights of the other;

(e) **(Assignment)** the Principal and Contractor may assign, novate or otherwise deal with this Deed or any of their rights and benefits under it in their absolute discretion and without the Warrantor's consent.

5. **INTERPRETATION**

If any provision of this Deed is legally invalid or unenforceable, it shall be severed or read down to the extent of the invalidity or unenforceability but so as to otherwise maintain as far as possible the full force and effect of this Deed.

6. **MANUFACTURER'S WARRANTIES**

The Warrantor:
(a) **(Provision by Warrantor)** warrants to the Principal and Contractor that it has annexed to this Deed all related product warranties available on products incorporated into the Goods or Services by virtue of the fact that the manufacturer of the product has published the warranty in connection with purchasers and users of the product without regard to specific applications ("Manufacturer's Warranties"); and

(b) **(Effect of Other Warranties)** nothing in the Manufacturer's Warranties shall be taken to limit or otherwise prejudice the Warrantor's warranties or obligations under this Deed.

7. **GST**

The parties agree that:

(a) with any payment of amounts payable under or in connection with this Deed including without limitation, by way of indemnity, reimbursement or otherwise, the party paying the amount must also pay any GST in respect of the taxable supply to which the amount relates;

(b) the party receiving the payment will provide a tax invoice; and

(c) the payment of any amount referred to in paragraph (a) which is a reimbursement or indemnification of a cost, expense, loss or liability will exclude any part of the amount for which the other party can claim an input tax credit.

EXECUTED as a Deed.

*If Warrantor is Corporation

THE COMMON SEAL of #Name of Warrantor# (A.C.N. #ACN of Warrantor#) was hereto affixed in accordance with its articles of association in the presence of:  

Witness

*If Warrantor natural person

**SIGNED, SEALED and DELIVERED** by #Name of Warrantor# in the presence of:  

Witness
FRASER COAST REGIONAL COUNCIL

[NAME OF CONTRACTOR]

[Name of Subcontractor]

*
Date

Parties

Fraser Coast Regional Council of 77 Tavistock Street, Hervey Bay, Queensland 4655 (the Principal);

[Name of Contractor] [(ABN [*])] incorporated in [*] of [*] (the Contractor);

[Name of Subcontractor] [(ABN [*])] incorporated in [*] of [*] (the Subcontractor).

Recitals

The Principal and the Contractor have entered into a construction Contract dated [ ] (Contract) in relation to the construction of the [TBC] (Project).

The Contractor and the Subcontractor have entered into a subcontract dated [ ] (Subcontract) under which the Subcontractor agrees to carry out part of the work under the Contract (Subcontract Work).

IT IS AGREED as follows.

1. **Subcontractor’s Obligations to Also Benefit the Principal**

   1.1 Subject to Clause 1.2:

   (a) **(Warranty to the Principal)** the Subcontractor warrants to the Principal that it shall perform its obligations under the Subcontract and complete the Subcontract Work in a proper and workmanlike manner, using only new materials which are fit for their purpose and in accordance with the Subcontract;

   (b) **(Warranties and Indemnities)** the Subcontractor gives to the Principal the same warranties, guarantees and indemnities that it has given to the Contractor under the Subcontract;

   (c) **(Insurance)** the Subcontractor agrees that where the Subcontractor is obliged by the Subcontract to effect insurance in the name of the Contractor, the Subcontractor shall:

      (i) also effect the insurance in the name of the Principal for its respective interest as if the Principal were named separately in the Subcontract as a person in whose name insurance is to be effected; and

      (ii) comply with all its other obligations under the Subcontract relating to insurance for the benefit of the Principal;
(d) **(Access and Information)** the Subcontractor shall, whenever reasonably requested by the Principal:

(i) allow the Principal or any authorised agent of the Principal access to any part of the Project, the Subcontract Work or any place where Subcontract Work is being carried out for inspection or testing purposes; and

(ii) provide the Principal with copies of any documents (including without limitation correspondence, notices, reports, directions, certificates, Approvals, plans, drawings, agreements, insurance policies) relating to the Subcontract, the Project, the Subcontract Work or the performance by the Subcontractor of its obligations under the Subcontract in the possession or control of the Subcontractor.

The Contractor agrees to reimburse the Subcontractor for the reasonable additional costs directly incurred by the Subcontractor in complying with the Principal’s request under this Clause;

(e) **(Subcontracting)** without limiting the Subcontractor’s obligations in Clause 2.1 the Subcontractor agrees if the Subcontractor subcontracts or enters into any supply agreement in connection with the Subcontract Work:

(i) the Subcontractor shall ensure that the sub-subcontract or supply agreement is on terms which are consistent with the Subcontractor’s compliance with its obligations to the Principal under this Deed;

(ii) the Subcontractor shall be responsible for ensuring compliance by any sub-subcontractor or supplier with the terms of this Deed; and

(iii) the Subcontractor shall not be relieved of complying with any of the Subcontractor’s obligations under this Deed by reason of it entering into any sub-subcontract or supply agreement; and

(f) **(Performance Security)** where the Subcontractor is obliged under the Subcontract to provide to the Contractor any directors’ or related company guarantee, the Subcontractor shall ensure that the guarantee is provided on terms which expressly permit it to be assigned to and enforced by any person who becomes entitled to the benefit of the Subcontractor’s obligations under the Subcontract without the need to obtain any consent from the guarantor.

1.2 The Subcontractor’s liability to the Principal for breach by the Subcontractor of Clause 1.1 shall be limited or excluded to the same extent (if at all) that the Subcontractor’s liability to the Contractor is expressly limited or excluded by the Subcontract.

1.3 The obligations of the Subcontractor under Clause 1.1:

(a) take effect immediately upon the execution of this Deed; and

(b) are additional to and do not derogate from or replace the obligations of the Subcontractor under the Subcontract.

2. **Dealings With or Enforcement of Subcontract**

2.1 The Subcontractor agrees:

(a) **(Termination)** the Subcontractor shall not terminate, rescind, cancel or suspend the Subcontract for any reason without:

(i) giving the Principal prior written notice of the Subcontractor’s intention to do so; and
allowing the Principal a prior reasonable period after the giving of that notice (in no case exceeding thirty (30) days) to:

(A) consult with the Subcontractor in relation to the proposed termination, rescission, cancellation or suspension; and

(B) remedy or rectify the default or event, if the Subcontractor’s right to terminate, rescind or cancel arises from a default by or the occurrence of an event in relation to the Contractor, where the Principal decides in its discretion to do so (the Principal being under no obligation to do so);

(b) (Variation) the Subcontractor shall not vary or agree to vary the Subcontract without the prior written consent of the Principal, which shall not be unreasonably withheld or delayed;

(c) (Enforcement) the Subcontractor shall also provide to the Principal a copy of any notice, request, demand, claim or other written communication given by the Subcontractor to the Contractor, a superintendent or a principal’s representative or any other person under or in connection with the Subcontract which:

(i) raises any dispute between the Subcontractor and the Contractor under the Subcontract or in connection with the Project or the Subcontract Work;

(ii) requests the Contractor to rectify or remedy any breach of the Subcontract by the Contractor; or

(iii) notifies the Contractor of any intention of the Subcontractor to terminate, cancel, rescind or suspend the Subcontract for any reason, at the same time that the communication is given to the Contractor;

(d) (Assignment) the Subcontractor shall not assign, novate or otherwise deal with the Subcontract or any rights of the Subcontractor under or in connection with the Subcontract without:

(i) the prior written consent of the Principal, which shall not be unreasonably withheld or delayed; and

(ii) firstly procuring from the person in whose favour the assignment, novation or other dealing is to be made and delivering to the Principal a deed in terms reasonably acceptable to the Principal under which the person agrees in favour of the Principal to be bound by the provisions of this Deed as if the person were named in this Deed as the Subcontractor; and

(e) (Subcontracting) the Subcontractor shall not subcontract any of the Subcontract Work without:

(i) obtaining the prior written consent of the Principal, which shall not be unreasonably withheld or delayed; and

(ii) firstly procuring from the sub-subcontractor and delivering to the Principal a deed in similar terms to this Deed with such changes as may be reasonably required by the Principal.

2.3 The obligations of the Subcontractor under Clause 2.1 take effect immediately upon the execution of this Deed.
3. Novation of Subcontract

3.1 If at any time the Principal gives to the Subcontractor a written notice stating that the Principal requires the novation of the Subcontract to the Principal or the nominee of the Principal named in the notice (New Contractor), then subject to Clause 3.2:

(a) the Subcontractor shall be bound to observe and perform the Subcontract for the benefit of the New Contractor;

(b) the New Contractor shall have the benefit of and be bound to observe and perform the Subcontract; and

(c) the Contractor assigns to the New Contractor and the New Contractor shall be entitled to the benefit of any security for the Subcontractor’s performance under the Subcontract, from the date of the Principal giving the notice (Novation Date) as if the New Contractor had originally entered into the Subcontract in the place of the Contractor.

3.2 Clause 3.1 shall not:

(a) oblige the New Contractor to observe or perform any condition or obligation under the Subcontract which relates to a period prior to the Novation Date (whether or not all conditions and obligations under the Subcontract have been duly observed or performed by the Contractor up to the Novation Date);

(b) allow the Subcontractor to claim or enforce against the New Contractor any right or remedy which relates to a period prior to the Novation Date (including without limitation any right of set off or counterclaim); or

(c) limit, extinguish or otherwise affect the entitlement of the Subcontractor to recover from the Contractor damages, compensation or other moneys payable under or in connection with the Subcontract in relation to a period prior to the Novation Date.

3.3 Upon the novation of the Subcontract in accordance with this Clause the Subcontractor and Contractor shall promptly do and the Principal shall do or procure that the New Contractor do (as the case may require) all acts, matters and things reasonably required by the Principal or the Subcontractor for the purpose of evidencing or perfecting the novation of the Subcontract and assignment of performance security in accordance with Clause 3.1 but the failure by any party to do so shall not affect the validity or enforceability of the novation or assignment.

3.4 The Principal shall not be entitled to require the novation of the Subcontract under this Clause unless it becomes entitled to terminate the Contract or take out of the hands of the Contractor the Subcontract Work.

4. The Principal’s Liability to Subcontractor

The parties agree that none of:

(a) the execution of this Deed;

(b) any consent or approval given by the Principal under this Deed or in connection with the Property; or

(c) any action taken by the Principal under or pursuant to this Deed, shall impose on the Principal any obligation or duty to the Subcontractor (including without limitation to pay for the Subcontract Work) except to the extent expressly provided by this Deed.
5. Notices

5.1 All notices, requests, demands, claims or other communications to or upon the respective parties to this Deed shall be deemed to be duly given or made:

(a) (in the case of delivery in person or by post or cable) when delivered; or

(b) (in the case of facsimile) on receipt by the sender, from its machine, of notification that all pages were transmitted to the number of the recipient provided that if the time of dispatch is not before 5.00pm (local time) on a business day, it shall be deemed to have been received on the next business day.

5.2 A written notice includes a notice by letter, telex, facsimile transmission or cable.

6. Stamp Duty

The Contractor shall pay all stamp and other duties (together with any fines or penalties for late payment) on or in connection with the execution, delivery and performance of this Deed and the transactions contemplated by this Deed.

7. Assignment

7.1 Neither the Contractor nor the Subcontractor shall assign, transfer, mortgage, charge or otherwise deal with any of its rights or obligations under or pursuant to this Deed without the prior written consent of the Principal.

7.2 The Principal shall be entitled to assign, transfer or otherwise deal with its rights or obligations under this Deed without the consent of any other party.

8. GST

8.1 (Goods and Services Tax) Any Consideration to be paid or provided for any supply made under or in connection with this Deed, unless expressly described in this Deed as 'including GST', does not include an amount on account of GST. Despite any other provision in this Deed, if a party ('Supplier') makes a Taxable Supply under or in connection with this Deed on which GST is imposed.

(a) the GST exclusive Consideration otherwise payable or to be provided for that Taxable Supply under this Deed but for the application of this clause is increased by, and the recipient of the supply ('Recipient') must also pay to the Supplier, an amount equal to the GST payable by the Supplier on that Taxable Supply; and

(b) the amount by which the GST exclusive consideration is increased must 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 provided. However, the Recipient need not pay any amount referable to GST unless they have received a valid Tax Invoice (or a valid Adjustment Note) for that Taxable Supply.

8.2 (Reimbursements) If a payment to a party under or in connection with this Deed is a reimbursement or indemnification, calculated by reference to a loss, cost or expense incurred by that party, then the payment must be reduced by the amount of any Input Tax Credit to which that party is entitled for that loss, cost or expense. That party is assumed to
be entitled to a full Input Tax Credit unless it proves, before the date on which the payment must be made, that its entitlement is otherwise.

8.3 (Adjustment Events) If, at any time, an Adjustment Event arises in respect of any Taxable Supply made by a Supplier under the Deed, a corresponding adjustment must be made between the parties in respect of any amount paid pursuant to clause 8.1. Payments to give effect to the adjustment must be made between the parties and the Supplier must issue a valid Adjustment Note in relation to the Adjustment Event.

8.4 (GST Group) If a party is a member of a GST Group, references to GST which the party must pay and to Input Tax Credits to which the party is entitled, include GST which the representative member of the GST Group must pay and Input Tax Credits to which the representative member of the group is entitled.

8.5 (Non-Monetary Consideration) If a supply made under this Deed is a Taxable Supply made for non-monetary consideration then:

(a) the Supplier must provide the Recipient with a valid Tax Invoice which states the GST inclusive market value of the non-monetary consideration; and

(b) for the avoidance of doubt any non-monetary consideration payable under or in connection with this Deed is GST inclusive.

8.6 (Definitions) Words or expressions used in this Clause which are defined in the A New Tax System (Goods and Services Tax) Act 1999 (Cth) are related imposition and amending Acts, have the same meaning in this Clause.

8.7 (Survival) This Clause will continue to apply after expiration or termination of this Deed.

9. Interpretation and General Provisions

9.1 In this Deed:

(a) headings are inserted for convenience of reference only and shall be ignored in construing this Deed;

(b) words importing the singular number include the plural and vice versa and words importing persons include firms and corporations;

(c) references to any document (including this Deed, the Contract and the Subcontract) include any amendment to or substitute for such document;

(d) references to any party to or in this Deed or any other document includes its successors and permitted assigns; and

(e) any covenant or agreement on the part of two or more persons under this Deed shall bind them and each of them and their and each of their successors and assigns jointly and severally.

To the extent of any inconsistency between this Deed and the Subcontract, this Deed prevails.

9.2 No failure to exercise and no delay in exercising, on the part of the Principal, any right or remedy under this Deed shall operate as a waiver, nor shall any single or partial exercise of any right or remedy preclude any other or further exercise, of that or any other right or remedy.

9.3 The rights and remedies provided in this Deed are cumulative and not exclusive of any rights or remedies provided by law.

9.4 Any provision of this Deed which is prohibited or unenforceable in any jurisdiction shall be ineffective in that jurisdiction to the extent of such prohibition or unenforceability without
invalidating the remaining provisions of this Deed or affecting the validity or enforceability of such provision in any other jurisdiction.

9.5 This Deed may be executed in any number of counterparts and all of such counterparts taken together shall be deemed to constitute one and the same instrument.
The parties have signed, sealed and delivered this Deed on the day and year mentioned above.

EXECUTED AS A DEED

The Common Seal of [* Limited] was affixed in the presence of:

__________________________  ____________________________  
Director Signature          Director/Secretary Signature

__________________________  ____________________________  
Print Name                  Print Name

The Common Seal of [* Limited] was affixed in the presence of:

__________________________  ____________________________  
Director Signature          Director/Secretary Signature

__________________________  ____________________________  
Print Name                  Print Name

Delete text if Side Deed is not used and include 'Not Used'.

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DEED OF FINAL SETTLEMENT

THIS DEED POLL is made on ................................................................. 20............

BY .................................................................................................. ABN ..................................

OF ................................................................................................. (“Contractor”).

IN FAVOUR OF FRASER COAST REGIONAL COUNCIL (“Principal”)

RECITALS:

PROJECT NAME: [Insert details]

CONTRACT DESCRIPTION: [Insert Contract Name] based on AS2124-1992 ("Contract")

CONTRACT NO: [Insert details]

CONTRACT DATE: [Insert details]

1. The Contractor agrees that:

(a) except to the extent of the Outstanding Claims (referred to in paragraph (b)) and Disputed Claims (referred to in paragraph (c)):

   (i) upon the payment by the Principal of [STBC] (exclusive of GST) (Balance Progress Claim) the Contractor irrevocably and unconditionally releases the Principal from any further claims (including without limitation for payments for works, variations, delay or disruption or quantum meruit) under or in connection with the Contract or the work under the Contract; and

   (ii) the amount of [STBC] (exclusive of GST) (Final Contract Sum) is finally agreed by the Contractor to be the total amount payable to the Contractor relating to all work under the Contract;

(b) the Outstanding Claims are:

   (i) amounts payable for variations directed by the Principal after the date of this Deed; and

   (ii) the release of retention moneys or security held by the Principal when it becomes due for release after the date of this deed;

(c) in relation to the claims set out below, if any, (Disputed Claims):
(i) the amount set out below as corresponding to each Disputed Claim (Maximum Disputed Amount) is finally agreed by the Contractor to be the maximum amount it is entitled to be paid in respect of the Disputed Claim; and

(ii) the amount (if any) which is actually payable to the Contractor for each Disputed Claim will be as agreed by the parties or otherwise determined in dispute resolution (but will never exceed the Maximum Disputed Amount).

<table>
<thead>
<tr>
<th>Disputed Claim</th>
<th>Maximum Disputed Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. [Each claim to be particularised. If no claim</td>
<td>[TBC]</td>
</tr>
<tr>
<td>insert &quot;None&quot;]</td>
<td></td>
</tr>
<tr>
<td>2. [Insert details]</td>
<td>[TBC]</td>
</tr>
<tr>
<td>3. [Insert details]</td>
<td>[TBC]</td>
</tr>
</tbody>
</table>

2. The Contractor hereby releases and discharges thePrincipal to the extent permitted by law from and against any right, entitlement, demand, debt, action, proceeding, liability, lien or other claim whatever arising under, from or in connection with the Contract, the Works and the work under the Contract or either party's conduct before or during the Contract (whether known or unknown, present or future and whether arising in contract, tort or otherwise) (Claims), except for the Balance Progress Claim, Disputed Claims and Outstanding Claims.

3. The agreement of the Contractor under this deed:

   (a) is final and binding on the Contractor;

   (b) must be given effect to in calculating any payments due to the Contractor under the Contract; and

   (c) is not to be taken as evidencing any agreement by the Principal or the Superintendent (if any) under the Contract as to the actual amount of the Contractor's entitlement under the Contract (including, without limitation, for the Balance Progress Claim or the Disputed Claims).

4. This deed may be relied on and enforced by the Principal in accordance with its terms even though the Principal is not a party to it. This deed may be amended only by another deed approved in writing by the Principal.

5. The Contractor warrants to the Principal that:

   (a) all remuneration and other entitlements payable to or on behalf of the Contractor’s employees for work under the Contract have been paid;

   (b) all amounts due to the Contractor’s subcontractors and suppliers in respect of work under the Contract have been paid; and

   (c) all relevant taxes, duties, statutory fees, charges and other amounts due in respect of the Contract and payable by the Contractor have been paid.

6. Unless the context requires otherwise, words defined in the Contract shall be given the same meaning in this deed.

7. This deed is governed by the law in force in the state of Queensland.
EXECUTED AS A DEED POLL in [insert location]

Executed as a deed in accordance with section 127 of the Corporations Act 2001 by [insert name of Contractor]:

Director Signature

Print Name

Director/Secretary Signature

Print Name
PART H

SEQUENCING REQUIREMENTS

[To be inserted]
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(They should be listed in each case. No general description suffices.)

2. Tenderers must complete the Tender Form provided and lodge it with any accompanying schedules or information in a sealed envelope endorsed with the Contract number at the place and by the time stated in the invitation to tender.

3. The Principal is not bound to accept the lowest or any tender.
TENDER FORM

Name of person, firm or company tendering

USE BLOCK LETTERS

address

hereby tender(s) to perform the work for:

Description of works

(Contract No. . . . . . . . . . . ) in accordance with the following Documents:

List Documents

No general description suffices

When the tender documents provide that the tender is to a lump sum only, (2) does not apply.

When the tender documents provide that the tender is to be a Schedule of Rates only, (1) does not apply.

If the tenderer is a firm the full names of the individual members of the firm must be stated here.

Insert date. DATED this . . . . . . . . . . . . . day of . . . . . . . . . . . 19. . . . . .

Signature of Tenderer

1. For the lump sum of

($                ); and

2. At the rates in the attached Schedule of Rates

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AUSTRALIAN STANDARD
FORM OF FORMAL INSTRUMENT OF AGREEMENT

AGREEMENT made . . . . . . . day of . . . . . . . . 19 . . .

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Standards Australia

Standards Australia is an independent company, limited by guarantee, which prepares and publishes most of the voluntary technical and commercial standards used in Australia. These standards are developed through an open process of consultation and consensus, in which all interested parties are invited to participate. Through a Memorandum of Understanding with the Commonwealth government, Standards Australia is recognized as Australia’s peak national standards body.

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Australian Standards are prepared by committees of experts from industry, governments, consumers and other relevant sectors. The requirements or recommendations contained in published Standards are a consensus of the views of representative interests and also take account of comments received from other sources. They reflect the latest scientific and industry experience. Australian Standards are kept under continuous review after publication and are updated regularly to take account of changing technology.

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www.standards.com.au
7. Specifications

FRASER COAST REGIONAL COUNCIL ("Principal")
77 Tavistock Street, Hervey Bay, Queensland, 4655
Tender No.: WBW 214 19/20
Project: Howard STP Collection: Gravity Main
Wide Bay Water
29-31 Ellengowan Street
Hervey Bay 4655

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<td>October 2019</td>
<td>Issue for Tender</td>
<td>M. Keleher</td>
<td>M. Kraft</td>
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1 INTRODUCTION

A component of the Howard Sewer Treatment Plant Scheme is to construct a series of collection infrastructure including gravity mains, a rising mains, an effluent main and a sewer pump station. The works covered within this contract is the portion of the sewer gravity mains throughout the Howard Township as follows:

- Construction of approximately 700m of DN300 uPVC gravity sewer from a future connection point in James St (Chainage 800), adjacent to Lot 16 RP 13684, to approximately 80m short of the new proposed sewage pumping station at Lot 1 RP 13653. The gravity sewer trunk line will include 11 manholes and connections for branch lines from the existing Howard STP (to be decommissioned in a separate contract).

- Construction of approximately 180m of DN150 uPVC gravity sewer line to divert the existing Howard STP incoming gravity sewer line to the new DN300 gravity sewer trunk line. The line will include 2 new manholes, which will include a structure built over the existing Howard STP incoming gravity sewer line to allow flow to be diverted by Wide Bay Water Operational crews with minimal operational down time when the new Sewer Pump Station is operational.

The configuration of this contract has two Separable Portions that will be label alphabetically as follows:

a) Separable Portion 1 will cover all the works from the MH 2 to break into the existing gravity main around to the end point at MH4 near Steley Street.

b) Separable Portion 2 will cover all the works from the MH 14 in James Street through to MH 5 at the Howard Community Park.
2 PRELIMINARIES

2.1 Worksite Location
The work included under this Contract shall be delivered to the Howard Township. The streets that are included within this works are James Street, Proposer Street, throughout the Community Park as well as adjacent to the Maria Creek.

2.2 Inspections
The Contractor is responsible for managing ‘hold points’ for inspections when preparing the program for the works.

The Contractor is required to give a minimum of 48 hours notice prior to any inspection. Relevant inspection certificates shall be included in the Operations & Maintenance Manual required to be provided by the Contractor.

2.3 Work Health & Safety
The Contractor shall take responsibility as the ‘Principal Contractor’ under the Work Health & Safety Act 2010.

2.3.1 Construction Hazard & Operability Study (Chazop)
The Contractor is required to undertake a CHAZOP study prior to the commencement of construction works. This works is to be carried out with the project stakeholders present. The Superintendent will also provide a copy of the HAZOP report that was undertaken during the design stage to assist. The Contractor will be required to record the minutes of this meeting and provide to the Superintendent a copy of the minutes within forty-eight (48) hours from the meeting.

- **Equipment Schedule:**
  - Complete listing of the plant, equipment, valves, pipes, etc., supplied and installed including model and serial numbers
  - Full specification for each individual item of equipment
  - Addresses, telephone and fax numbers of suppliers and local agents for all items of equipment
  - Replacement parts listed with part stock numbers.

- **Manufacturer’s Literature:**
  - Include manufacturer’s data on maintenance and operation of all equipment installed. Do not include data that does not pertain to the model of equipment actually installed or other irrelevant material.

- **Equipment Drawings:**
  - General layout and sectional drawings of the equipment

- **Commissioning and Test Data:**
  - Include detailed lists of all readings taken during the Test and Commissioning Program including times, dates, readings and any other relevant data. This information shall include pump works test data and characteristic curves.

Additional items as required by the National Specifications attached.

An electronic copy of the O&M manual shall be provided in PDF format. This shall include drawings and manufacturer’s instruction. The hard copy version of the manual shall also be provided.
2.4 Establishment & Demobilisation

Site establishment shall include the following:

- Transport of all personnel, plant, equipment and materials to and from the site;
- Establishment and removal of all site offices, sanitary facilities and the like including electrical, communications, water and sewerage services;
- Materials, equipment and plant lay-down and hard stand areas;
- Temporary fencing and site security;
- Any other works and activities required by the Contractor to establish and demobilise from site.

Prior to establishment on site, the Contractor shall submit for approval a written application identifying the proposed site facilities and location of the site construction facilities.

The Contractor shall be responsible for the security of the Contractor’s Work Area and of construction plant and materials and shall provide such security, attendance, fencing and locks as may be needed to keep the construction site separated from the operational areas of the sewage treatment plant and to keep both the construction site and the treatment plant secured from public trespass.

Demobilisation shall include the removal of all equipment, offices, workshops, waste material, debris, services and temporary work areas and full reinstatement to the same standard as prior to Contract commencement.

2.5 Waste

Unless instructed otherwise, solid construction and general wastes shall be collected and carried to a suitable landfill on at least a weekly basis by the Contractor.

At all times, the Contractor will be required to maintain the amount of waste onsite to an agreed level with the Superintendent so the site does not present hazards which may cause trip, slips or falls or additional risks without implementing appropriate control measures.

The site shall be left in an orderly fashion overnight with wastes collected and placed in containers with covers to provide protection from storms and animals.

Note: All waste construction debris to be contained within a container at an agreed location with the Superintendent until it is removed. All dumping costs shall be the responsibility of the Contractor. **DO NOT LIGHT FIRES.**

It is the responsibility of the Contractor to ensure solid construction or general waste does not enter the waterways or neighbouring house yards. If this does occur, the Contractor will at their expense be responsible with recovering the waste and making repairs to the satisfaction of the Principal.
3 CONTRACTOR’S MANAGEMENT REQUIREMENTS

3.1 Noise
The Sound Pressure Level (SPL) of equipment shall not exceed 85 dB(A) measured on a one metre radius, and in accordance with AS1217 – Acoustics – Determination of sound power levels of noise sources.

3.2 Protection of Water Quality/Erosion & Sedimentation Control
The Contractor shall incorporate sediment control measures into the construction and restoration works to limit the migration of sediment from the site.

The control measures shall comply with the requirements of the Institute of Engineers Australia publication – “Soil Erosion and Sediment Control – Engineering Guidelines for Queensland Construction Sites”.

Any stockpile sites shall be located away from drainage lines and watercourses and shall be arranged to minimise damage to natural vegetation and trees. Transportation of materials excavated from (various parts of) the Site to the stockpile area shall be via the existing access routes unless otherwise approved by the Superintendent in writing.

The Contractor shall be responsible for the maintenance of the haul route and shall arrange for the haul route to be watered, as necessary or at the discretion of the Superintendent, to suppress dust.

3.3 Air Quality
The Contractor shall undertake all practical control measures to reduce dust generation such as the following:

- Minimising dust generation activities such as excavation on windy days;
- Covering or spraying with water all material stockpiles;
- Covering materials transported in trucks; and
- Watering exposed surfaces e.g. access roads.

3.4 Inspection & Testing Plan
The Contractor will submit the proposed testing plans

All materials, installations and workmanship included in the works of this Contract shall be tested and inspected to prove compliance with the Contract requirements. The Contractor will propose suitable inspection and testing method in accordance with all relevant Australian Standards to demonstrate the satisfactory performance of the system.

All material testing for quality or compaction and any other tests performed under this Contract or at the request of the Superintendent shall be carried out by approved NATA registered laboratories. Original copies of test certificates shall at all times be available for inspection by the Superintendent on site. Any test or measuring equipment used by the Contractor shall have been calibrated in accordance with the requirements of the Contractor’s Quality System.

Records of calibration shall be available at site. Tests carried out by faulty equipment or equipment that has not been properly calibrated will not be accepted.

The cost of testing required under this Contract shall be borne by the Contractor.
An Inspection and Test Plan (ITP) shall be prepared by the Contractor and submitted for approval to the Superintendent as part of the Contractor’s Management Plan. The ITP shall include all factory acceptance tests and other testing specified. The Superintendent shall assess the ITP’s suitability for use in the Work under the Contract and insert any further hold points and witness points as required.

Where hold points or witness points submitted with the ITP’s require the presence of the Superintendent or other Superintendent nominated person, then the Contractor shall give a minimum of 48 hours’ notice before the inspection or test is required. Inspection and Test hold points shall be shown on the construction program.

3.5 Reporting

3.5.1 Frequency of Reporting

The Contractor will provide the Superintendent with a minimum of a monthly written progress report for the duration of the contract. Although this written report is to be undertaken monthly, the Contractor will be required to identify and hold a weekly site meeting with the Superintendent to discuss the project.

The Contractor will be required to record the minutes and provide to the Superintendent within 48 hours for approval.

3.5.2 Reporting Date

The reporting dates will be agreed at the commencement of the contract or, if earlier, at a time agreed upon by the parties.

3.5.3 Report Format

The progress report will be in an electronic format and font that is supported by the Microsoft Suite of Applications.

3.5.4 Report Contents

The report will contain (but is not limited to) the following information:

a) A summary of work that:
   a. has been completed during the previous reporting period, with photos
   b. will be completed during the next reporting period.

b) A summary of the updated project programme including:
   a. Cumulative number of hours worked on the project, including sub-contractors
   b. Key milestone dates
   c. Original contractual completion date
   d. Extensions of time
   e. Revised contractual completion date
   f. Estimated completion date.

c) A summary table of progress claims including
   a. List of progress claims submitted
   b. Value claimed for each progress claim
   c. Value certified for each progress claim
   d. Cumulative value of certified progress claims.
   e. Remaining value of progress claims yet to be claimed.

d) A summary of sub-contractors including:
   a. Trade of sub-contractor
   b. Company name of sub-contractor.

e) A summary of environmental management during the reporting period, including any:
a. Inspections
b. Audits
c. Incidents.

f) A summary of quality management during the reporting period, including any:
   a. Inspections
   b. Audits
   c. Non-conformances.

g) A summary of health and safety management during the reporting period, including any:
   a. Incidents categorised by:
      i. Near miss
      ii. Property damage
      iii. First aid injury
      iv. Medical treatment injury
      v. Lost time injury
   b. Inspections
   c. Audits.

3.5.5 Hold and Witness Points

A Hold Point is defined as a position in the progress of work under Contract, beyond which further work shall not proceed without mandatory verification by the Superintendent.

A Witness Point is defined as a position in the progress of the work under Contract, where the Contractor must notify the Superintendent prior to proceeding and the option for attendance for witnessing of inspection and testing may be exercised.

The Contractor shall identify the Hold and Witness Points based on the works under this Contract and shall ensure compliance with the intent of the designs or with the constructed works.

A minimum of 48 hours' notice shall be given to the Superintendent of any Hold or Witness point being reached.

3.5.6 Weekly Meeting

Weekly meetings will be held onsite at the Teddington WTP at an agreed location of either the Contractor’s site office or Principal's site office.
4 GENERAL SPECIFICATIONS

4.1 General

All work shall be in accordance with the KBR engineering ‘For Construction’ drawings and any other WBW approved workshop drawings and notes and as otherwise required to complete the works as documented.

All design documents and drawings shall be prepared using metric (SI) units. All items or equipment components shall be metric. Soft imperial to metric conversions shall not be permitted.

4.2 Site Requirements

4.2.1 Working Hours

All works undertaken on site shall be within the working hours of 7:00 am and 5:00 pm Monday to Friday excluding Public Holidays. The working hours shall not be varied without prior written approval by the Superintendent.

4.2.2 Access to Site & Protection of Site

The Contractor shall be required to undertake an induction by the Principal prior to taking possession of delineated site. The Contractor shall ensure that all construction activity and commissioning operations and activities do not adversely interfere with the day to day running of the existing operational plant.

The Contractor shall comply fully with WBW’s requirements for workplace conduct, behaviour and dress. Provide all necessary construction and safety barriers, safety equipment, signage and the like in relation to the risks associated with the construction works for the duration of the construction period.

The Contractor shall provide and maintain for the duration of the building works contract a continuous safety/security fence to the building site boundaries for each stage. Min 1.8m high galvanised mesh fence with maximum 125mm openings including gap to ground. Gates shall be locked at all times when not attended.

Maintain safe public and staff access to the existing premises or parts of the premises as agreed with WBW’s representative prior to commencing construction. Maintain all services to the premises or parts of the premises as agreed with WBW’s representative prior to commencing construction.

Access to and within the site is limited at all times to the builder’s compound and access corridor to be agreed with WBW’s representative. Access to other parts of the allotment shall be permitted only when and where agreed with the Superintendent in writing.

Contractor’s and sub-contractors sheds, vehicles, stored materials, equipment and the like shall be restricted to the area designated as the building site on the contract documents. Access to the Teddington WTP site shall generally be through the Northern entry off Teddington Road.

Upon receipt of notice to remove the site establishments at completion of the Contract Works, the contractor shall immediately remove all shed, temporary fencing, buildings, equipment, surplus material, etc., and restore the area used to its original condition to the satisfaction of the Superintendent.
4.2.3 Site Amenities

The Contractor is to provide all statutory and necessary amenities and sanitary facilities for workmen and other persons lawfully upon the site and remove them on completion of the Works. The amenities located at the Howard WTP are not available to be utilised, the Contractor will be required to source additional amenities at the Contractor’s cost.

4.2.4 Signboards

The Contractor’s signboard can be attached to the compound fence. No other signage or advertising material will be permitted without approval from the Superintendent.

4.2.5 Existing Services

Where information concerning any existing services is given on the drawings, it is given in good faith; but only implied as to its accuracy. The Contractor shall check and verify the location of all existing services. Should any damage be done to any underground or overhead services, the contractor shall, without delay, arrange with the appropriate Authority to make good and repair same, and the cost of such repairs shall be borne by the Contractor.

The cost of all work in connection with the temporary support, diversion and maintenance of pipes, wires, cables, etc., whether shown on the drawings or not, shall be borne by the Contractor as part of this Contract. Any permanent diversion, support or alteration to pipes, wires, cables etc., other than those specified, which may be ordered in writing by the Superintendent to be carried out by the Contractor, will be paid for as a variation, provided always that such work is not due to the fault or negligence of the Contractor.

The Contractor shall be responsible for all service relocations required as nominated on the drawings.

4.2.5.1 Location of Existing Services

The location of existing services shown on the project drawings has been determined from information supplied by the Principal and limited potholing at the time of the survey and is not necessarily a complete or accurate record of all the services likely to be encountered during construction of the new services.

Prior to commencement of construction the Contractor shall collate the existing service information (site records and design drawings) to be marked on the ground. The Contractor shall then determine the exact location and level of all services that may be in conflict with the works by pot-holing or other non-destructive means. The Contractor shall notify the Superintendent of any existing services that are in conflict with the design within (14) days following Possession of Site.

The cost of determining the location and level of existing services shall be included in the Lump Sum contract value.

4.2.5.2 Connection To or Impact on Existing Services

Any works affecting the normal operation of the Principal’s network will require the approval of the Principal. The Contractor shall develop Network Intervention plans in conjunction with the Principal.

The Contractor shall give the Superintendent notice of not less than two (2) weeks of his intentions to undertake any connections to existing infrastructure belonging to the Principal. The notice should include proposed procedures, method statement, risk analysis, work schedule, and resources, and contingencies involved.
The Contractor is to liaise with the Principal to organise a mutually suitable date and time to undertake any works that will require Network Intervention or changes. The Contractor shall confirm the final arrangements with the Superintendent not less than 48 hours before the proposed commencement of those works.

Prior to being allowed to connect to any asset, all appropriate test results (pressure, sterilisation, etc.) will have to have been submitted to the Superintendent and the Principal’s Operational personnel.

The Contractor is not permitted to operate valves or other equipment on "live" water networks without the authorisation from the Principal.

4.3 Construction Program

The Contractor shall prepare a construction program, compliant with WBW Standard Specification for Project Management Plan, and the following, and submit it to the Superintendent. The program shall set out the tasks required to complete the Contract in reasonable detail, to demonstrate that the contract will be completed within the contract period and nominating the key personnel responsible for the tasks. Milestones showing external and internal constraints shall be highlighted. The critical path shall be identified in the program.

The program shall contain significant detail to provide a detailed framework which WBW will require the Contractor to maintain and provide updates as required by this Specification. The schedule will require to include the delivery of the works required to meet the scope of works.

The program shall contain commissioning tasks covering pre-commissioning activities, unit commissioning activities and process commissioning activities.

The program will contain a task for the duration of the proving period following a successful process commissioning completion.

At weekly intervals the program shall be reviewed jointly by the Contractor and the Superintendent. The plan shall be amended, if necessary, to take into account any variations or other matters affecting the progress of the contract including inclement weather. The Contractors program shall include allowances for wet weather that align with the AS2124 contract.

All costs involved in preparing the construction program including any subsequent revisions and meetings shall be paid for by the Contractor.

Prior to undertaking any works requiring a shut-down, the Contractor must have submitted and obtained approval from the Superintendent of a shut-down procedure and management plan.

4.4 Scope of Works

The scope of works includes the construction of approximately 950m of Gravity Sewer Mains. Of the 950m of gravity mains, there is approximately 750m of a 300mm PVC trunk main and also approximately 180m of 150mm PVC extension of existing sewer.
The 750m 300mm PVC trunk main comprises of the 800m gravity trunk main for this project however it commences under this contract at MH 13 on Line 1 and progresses through to the battery limit at MH 4 on Line 1. The gravity main from MH 4 on Line 1 to the SPS wet well are to be completed by a separate contract. To eliminate confusion, the Scope of Works under this contract will include all manholes from and including MH4 through to MH13. Along this route, there are two roads crossing which are located at William Street and James Street in Howard. The requirements of the works are to be in alignment with the drawings and WBBROC standards.

The 150mm PVC main traverses drawing 1014-DWG-CIV-2000 at MH 2 on Line 2 and concludes at MH 5 on line 1. The MH2 on line 2 is to be built directly above the existing gravity main with the ability to re-divert flow from the existing gravity network into the new gravity network. This diversion will be undertaken at a later date under a completely different contract.

4.5 Staging of Works

This contract is broken down into two Separable Portions (SP).

SP1 will commence from MH2 on Line 2 traverse the park and build MH 5 on Line 1 and around to MH4 on Line 2 as per 1014-DWG-CIV-2000 and other long sections. MHS & MH4 on Line 2 will both require a stub to be installed for a later contract and SP2 respectively.

SP2 will commence from MH13 on Line 2 and traverse along the verge, across the two street crossings and connect onto MH 5 on Line 2 as per 1014-DWG-CIV-2000 and other long sections.

4.6 Delivery and Storage

4.6.1 Pre-Assembly of Equipment

The equipment will be pre-assembled to the degree which is practicable.

4.6.2 Protection of Equipment

Before dispatch from the manufacturer’s facility, all equipment will be adequately protected against corrosion, vermin and accidental damage. This will be achieved by using packaging and other approved means to protect during loading, transit, offloading, storage, lifting, placing, and installation. Packaging will be suitable for storage outside at the site or at another nominated storage area until required for installation.

Any temporary devices fitted for transit or storage that may inhibit the proper function of the equipment, and are intended to be removed before testing, shall be specifically labelled/tagged, and specifically mentioned with warning in any installation instructions.

4.6.3 Delivery of Material

Storage prior to shipment, shipment, delivery and unloading at the site are the responsibility of the Contractor under this contract.

The Contractor is responsible for delivery of all equipment from the place of manufacture to the site.

The Contractor is responsible for all transit costs including but not necessarily limited to; insurance, customs duties, import taxes, wharf clearance costs, freight, shipping and local transport.

4.6.4 Timing of Deliveries

Delivery times will be set and confirmed five days before actual delivery and re-confirmed 48 hours prior. No deliveries will be accepted outside of the site working hours without prior approval by the
4.6.5 Reception and Off-Loading Of Material

The Contractor shall be responsible for arranging and undertaking the receipt, inspection, unloading and appropriate storage of all deliveries at the site. A lay down area shall be provided for the storage of equipment and deliveries. The Contractor shall be responsible for the safe and secure storage of all equipment, components and deliveries.

The Contractor is to provide details of the plant and any site-specific requirements required to safely offload and place the equipment.

All items to be delivered to site must be inspected by the Contractor to ensure that all items are of the specified number, quality and workmanship and are in good order and condition at the time of delivery. Any damage, shortages, wrongful supply or identification, or any other matters of concern with the delivery are to be notified. All items to be delivered to site shall be numbered and cross referenced to the installation instructions and drawings provided by the Contractor, for ease of installation.

WBW reserve the right to carryout inspection as deemed fit.

4.7 Set out

Set out points for civil works and services shall be located by a surveyor.

4.8 Protection from Weather

The Contractor shall, at its own expense, provide all plant, materials and labour necessary to protect the Works from damage by inclement weather or any other causes. Low points or excavations where water may collect shall be kept thoroughly drained by mechanical or gravitational means.

Drains or water courses utilised for this purpose shall be cleaned out and maintained free of silt or other material to the satisfaction of the Superintendent. The drains shall not be able to access the Teddington Weir.

The Contractor shall prevent, in so far as is reasonably possible, any material entering any the Maria Creek, Howard, gully, manhole or pipe, and shall remove from the drainage system, any material from any source which may be deposited in the drainage system by any agency up to the date of Practical Completion.

For the purposes of the Contract, “wet weather” shall be defined as 10mm of rain falling at the nearest Bureau of Meteorology Station within the previous 24 hours and providing such rain falls on the construction site.

4.9 Excavation in Rock

Excavation in rock is deemed included in the Contract Sum.

4.10 Imported Fill Material

The suitability of fill material for importation to the site shall meet the requirements of the Technical Specification.

The Contractor will not be entitled to make a claim to adjust the contract should a proposed source of fill material be rejected by the Superintendent.
4.10.1 Construction Requirements

4.10.1.1 General
The equipment shall be of robust construction, suitable for operation and compliant to the specifications.

4.10.1.2 Lifting Points
Suitable lifting points shall be provided on all equipment or assemblies that exceed 20 kg in weight. Lifting points should be positioned so that the equipment can be slung safely at the required attitude for installation without the need for special lifting frames or spreaders.

4.10.2 Drawings
All as constructed drawings submitted by the Contractor for WBW records or approval shall comply with the relevant Australian Standards, specifications and drawings. All overall dimensions and detail dimensions of connection points shall be shown. Drawings shall be to scale. Drawings shall be printed, as required, on standard A3 sheet size only.

Drawings will be produced using CAD, and they shall be submitted via email and shall be supplied in AutoCAD format along with a single, multipage .pdf document set, published from the drawings.

AutoCAD drawings shall conform to the following:

1. Format shall be version 2010 minimum
2. The Supplier shall provide details of the intended line weights for various colours, layer conventions, and supply any non-standard or customised .shx/.shp font files
3. Drawings shall be drawn full size in millimetres, with no forced dimensioning (unless for notation functionality)
4. Paperspace techniques are acceptable
5. XREF’s shall be bound.

IGES or DXF files shall conform to the requirements for AutoCAD drawings.

The drawing files supplied may be post modified and/or converted to conform to the project standard format, and as such, the supplied drawings shall not be locked to prevent subsequent modifications.

4.11 Ergon Energy Power Line Requirements
Due to the nature of these works and the vicinity of overhead and underground power lines, these works will be undertaken in line with the following requirements (documents not supplied):

- Electrical Safety Code of Practice 2010: Working near overhead or underground electric lines
- Ergon Energy: Excavation around Overhead Electrical Parts Guideline
- Ergon Energy: Safety Advice on Working Around Electrical Parts (as issued 26/10/2015), person undertaking works to be a qualified “Authorised Person” in regards undertaking works near power lines

The above mentioned documents shall be sourced by the Contractor.

Ergon Energy Contact Person for these works is to be confirmed by the Contractor during their Dial Before You Dig (DBYD) enquiries.
Any interruption to electrical supply to undertake this contract, the Contractor must receive written approval to interrupt electrical supply.
5 COMMISSIONING, TESTING & HANOVER

5.1 Testing & Commissioning Plan

The Contractor shall prepare a Testing & Commissioning Plan and submit it to the Superintendent for comment. Testing and commissioning shall not commence until after the plan has been approved. The Testing & Commissioning Plan shall include the sequence of testing and commissioning including the details of interfaces with all contractors for testing and commissioning of the entire works.

Testing and Commissioning shall be undertaken in accordance with the approved Testing & Commissioning Plan.

The Contractor shall prepare Inspection and Test Plans (ITPs) for all equipment prior to each phase of commissioning. All ITPs shall be submitted for comment at least 28 days prior to commencing pre-commissioning activities. The ITPs shall make allowance for and detail all required Client witness and hold points.

At the end of the Pre-Commissioning, the Contractor shall submit a report confirming that all pre-commissioning has been satisfactorily completed and provide details of testing and check lists showing the completed work.

Up until Commissioning, it is the Contractor’s responsibility to operate all new equipment and plant facilities within the scope of works. During Commissioning the Clearwater Pump Station, the plant shall be run by the Principal’s personnel under the direct supervision of the Contractor. Once Handover has been completed following successful Performance Testing, the Principal's operational staff will take over the full running of the new Clearwater Pump Station.

During all phases from Testing to successful Handover, the Contractor shall have technical personnel on-site who are specialists in the operation of the Clearwater pump station and the various equipment.

5.2 Training

5.2.1 Pipeline Testing

Pipework shall be tested for leakage and defects in the pipe, joints, fittings and valves. The test shall be carried out in sections as soon as practicable after each section has been installed, jointed and cleaned. Pipeline testing shall include flushing and CCTV prior to acceptance. Additionally and ponding water and or debris shall be deemed a non-conformance.

The timeframe for filling the tanks for hydrostatic testing shall be the responsibility of the Contractor. During the test, there shall be no visible leakage or sweating at joints nor must any defects in the Contractor’s work become apparent. Any such defects shall be repaired by the Contractor at its own cost and the test repeated until the Superintendent is satisfied that the whole work is free from defects.

The minimum hydrostatic test pressures shall be:

1. Gravity Pipelines: 3 times the maximum working pressure of the pipework if not specified in the Technical Specification.

The contractor shall be responsible for the provision and safe disposal of test fluids. Hydro-test certificates shall be presented for each sectional test.
5.3 Handover

5.3.1 Handover Documentation

Further detail is provided for the requirements of the following documentation:

1. Acceptance by the Principal of a Performance Test report detailing successful performance testing;
2. Final package of As-Constructed drawings, schedules, lists, and information has been received and approved;
3. All commissioning activities have been completed and performance testing and process commissioning criteria have been met;
4. Major Defects and Omissions have been rectified;
5. Warranties in a form acceptable to the Superintendent have been received; and

The Contractor shall supply a Final Project Report prior to applying for Practical Completion. The report shall be electronic and hard copy and include at least the following ‘as-constructed’ content:

1. Final Testing Report, including plans and test certifications
2. Asset information, asset register schedule, complete bill of materials and maintenance sheets.
6 SPECIFICATION DOCUMENT LIST

The Project Specification is based upon the relevant work sections of the drawings and the following list of relevant Specifications included in this Project Specification as listed below:

- Standard Specification for Work Health & Safety
- Standard Specification for Contractor’s Project Management Plan
- Standard Specification for Environmental Management Plan
CWD - Standard Specification For Work Health And Safety

The Contractor shall comply with and ensure that its Employees, Subcontractors and their Employees comply with all provisions of the Work Health and Safety Act 2011 (the Act).

The Contractor shall comply also with Health and Safety Policies, Rules and Guidelines adopted by Fraser Coast Regional Council (FCRC), particularly observing compliance with working in confined space and working at heights. Personnel nominated by the Contractor to work in confined space shall have certification not older than one (1) year to have successfully been trained in, but not limited to:

- Risk Assessment of Confined Space and Work Planning
- Entry and Exit Procedures
- Safety and Atmosphere
- Use of Safety Equipment (Breathing Apparatus, Rescue Master, Gas Detector etc)
- Hazard Recognition
- Isolation Procedures
- First Aid
- Fire Fighting (use of extinguishers etc)

A list of FCRC recognised trainers can be provided on request.

The Contractor Shall:

a) Prepare a “WHS management plan”
   
   i. before of commencement of Contract
   ii. as required by the Work Health and Safety Regulations
   iii. In accordance with the FCRC Procedure - WHS Contractor Engagement (Safety and Environment) – General, and
   iv. In accordance with the FCRC Procedure - WHS Contractor Engagement (Safety) – High Risk Construction

b) Submit the WHS Management Plan to the Superintendent:
   
   i. Prior to commencement of Contract; and
   ii. Prior to taking Possession of Site

The WHS Management Plan shall comply with the requirements of WHS Regulations 2011 S309. Models of suitable plans are available from the Queensland Department of Training and Industrial Relations, Division of Workplace Health and Safety. The format of the WHS Management Plan may be varied provided the resulting plan is at least as comprehensive as the Division’s format.

The Superintendent may at any time request amendment of the Plan. The Contractor shall forthwith amend the plan in accordance with the Superintendent employees assessment of risk.

Access to the safety plan shall be made available at the job site at all times to the Contractor and employees, the Superintendent’s employees. Where more than one site exists, a copy of the safety plan shall exist at each site.

The Contractor shall obey any safety directions given by the Superintendent or agents, and shall conform to Fraser Coast Regional Council’s Workplace Health and Safety Rules and Policies. No
action by the Superintendent including the giving of any directive shall relieve the Contractor of any obligation under this Contract at Law.

Contractors shall ensure that each person employed under this Contract holds a General Construction Induction Card and is conversant with the requirements of the Work Health and Safety Act and Regulations, Codes of Practice and with Safety Procedures applicable to the various categories of work and different workplace situations involved under this Contract.

In addition, all of the Contractor’s workforce shall be given a site specific Safety Induction by the Contractor’s Representative prior to commencing work at the job site, irrespective of the stage of the works in progress.

The Contractor and his agents and employees shall ensure that all work under this Contract is performed in such a manner that no hazard or risk of injury or damage exists to the Principal’s employees or property, members of the public or their property.

Where the Contractor supplies equipment machinery, vehicles or tools in the course of performing the work, it is the responsibility of the Contractor to ensure that all such equipment complies fully with all relevant statutory requirements, Codes of Practice and Australian Standards. The Contractor must also maintain all such equipment to the appropriate standard for the duration of the hire or contract period.

**Should the awarded contract value be equal to or exceed $250,000** - the Contractor shall be the Principal Contractor and shall assume all responsibilities of the Principal Contractor as defined by the Act in respect of the Site:

a) From the date of the Contractor Assuming Possession of the Site;

b) Until the earliest of:
   (i) Practical Completion, unless otherwise specified under the Contract;
   (ii) Termination of the Contract; or
   (iii) Notice from the Superintendent revoking appointment.

**Should the awarded contract value be less than $250,000** - the Contractor shall be considered a Person Conducting a Business or Undertaking (PCBU) for this project within the terms of the *Work Health and Safety Regulation 2011*, and will be responsible for undertaking management and control of the work place and for fulfilling the duties of a PCBU as defined by Part 6 of the Regulation.

The Contractor Shall:

a) Make notification of “Building and Construction of Work” to allow the payment of all QLeave levies in accordance with the current legislative requirements of the Building and Construction Industry (Portable Long Service Leave) Act and contract conditions;

b) Pay all penalties, costs and other monetary sums;

c) Indemnify the Principal and agree to keep the Principal always indemnified against all costs, expenses, fines, losses, or damages, which the Principal may become liable to suffer or incur in respect to or arising directly or indirectly out of the failure by the Contractor to comply with its obligations pursuant to this clause, or required of it under the current Work Health and Safety Act; and

d) Effect all insurances relating to work health and safety as required by the General Conditions of Contract.
Evidence of notification of fee and levy payment and insurance coverage shall be forwarded to the Superintendent prior to commencement of works.

Upon the awarding of Practical Completion, the Contractor shall supply the original of the safety plan to the Superintendent.

The cost of developing and updating the Workplace Safety Plan shall be included in the Contract Sum.
Upon acceptance of the tender, the Contractor shall prepare a Project Management Plan covering all aspects of the Contract. The Contractor shall submit the Project Management Plan to the Superintendent prior to the Principal granting possession of the site. The Project Management Plan submitted to the Superintendent shall include:

- Construction Program
- Environmental Management Plan
- Workplace Safety Plan
- Risk Assessment Report

The Contractor shall provide 1 hard copy and an electronic copy preferred in Sure Track or MS Project and MS Word - Acrobat Format.

**Construction Program**

The Construction Program shall set out the tasks required to complete the Contract in reasonable detail, to demonstrate that the Contract will be completed within the Contract period and shall nominate the key personnel responsible for the tasks. Milestones showing external and internal constraints shall be highlighted.

The program shall make allowance for the loss of time due to inclement weather as nominated in the General Conditions of Contract or, if no allowance has been nominated, those days listed in the following table:

<table>
<thead>
<tr>
<th>January</th>
<th>February</th>
<th>March</th>
<th>April</th>
<th>May</th>
<th>June</th>
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<td>2</td>
<td>3</td>
<td>3</td>
<td>4</td>
<td>5</td>
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</tbody>
</table>

At intervals as determined by the Superintendent the programme shall be reviewed jointly by the Contractor and the Superintendent. The plan shall be amended, if necessary, to take into account inclement weather, Contract variation and any other matters affecting the progress of the Contract.

The Construction Program shall include a projected financial statement indicating the payments that the Contractor expects the Principal will need to make under the Contract.

For connection to existing services the Contractor shall clearly identify how long the existing works will need to be isolated. The Contractor shall give maximum possible notice of any turning on, shutting off, disruptions to power, site access etc to WBW. Minimum Notice shall be 24 hours.

Monthly, the Contractor shall deliver the Superintendent a statement of the status of the works, together with such amended programs as shall enable each section of the works to be completed on the due date for completion thereof. Such amended programs shall be subject to the approval of the Superintendent, and if approved, shall be deemed to form part of the Construction Program. The approval of the Superintendent of the Construction Program or any amendments thereof will not be deemed to relieve the Contractor of any of his obligations under the Contract.

If, in the opinion of the Superintendent, the Contractor falls behind the program, the Contractor shall take such steps as considered necessary by the Superintendent to improve progress. The Contractor shall submit a revised program in an approved form indicating the manner in which the
works shall be completed including as necessary what additional resources are to be utilised within
the specified time.  No additional cost shall be incurred by the Principal due to such measures.

Failure of the Contractor to comply with the requirements of the Superintendent as specified above
and to improve progress to comply with the current approved program shall constitute a default by
the Contractor under the terms of the General Condition of Contract.  Neither the submission of, nor
the approval of a construction program by the Superintendent shall relieve the Contractor of any of
his duties or responsibilities under this Contract.
Standard Specification for Environmental Management Plan

The Contractor shall prepare and submit to the Superintendent for review, within 14 days of the Letter of Acceptance and before any work under the Contract is commenced on site, an Environmental Management Plan (EMP) to cover all site construction works.

The EMP shall be the Contractor’s plan of management to ensure that all works undertaken by the Contractor (including all Subcontractors) shall have minimal impact on the environment and shall be in accordance with all relevant Australian Standards, State Government Legislation and Local Government regulations.

The EMP shall:

- be a practical and achievable plan;
- detail each environmental issue and impact which is to be addressed (environmental risk assessment);
- include all control measures which the Contractor will undertake and any issues which the Contractor will address during the construction process (including any required pre or post construction activity);
- detail who is responsible for ensuring the control measures are undertaken, the verification of such actions and a reporting process;
- provide a trigger for undertaking an action and, where possible, timing of each action;
- detail procedures for the monitoring of the EMP by the Contractor;
- detail a system for registration and action of environmental complaints;
- detail a procedure for notifying the Superintendent of emergencies or environmental incidents;
- include a training plan for all Contractor and Subcontractor staff dealing with all aspects of the EMP including the capture and maintenance of training records.

Environmental issues to be addressed should include but not be limited to:

1. Emissions to Air (e.g. dust, odour, noise & vibration, other);
2. Emissions to Water (surface and groundwater);
3. Erosion and Sediment Control;
4. Soil Quality and Contamination (e.g. acid sulphate soils, chemical storage, other);
5. Fauna and Flora (e.g. protected species, remnant vegetation, weed, vermin and biosecurity management, other);
6. Waste management;
7. Cultural Heritage.

Should the Contractor wish to commence any construction operation prior to acceptance of the complete EMP, sections of the EMP relevant to that construction operation may be submitted at least 14 days prior to the planned commencement of that construction operation.

A holdpoint shall occur and no site construction works shall proceed until written acceptance of the complete EMP or a section of the EMP relevant to a particular construction operation is received from the Superintendent.

The Contractor shall be solely responsible for the full and complete implementation of the EMP. The Contractor shall pay all penalties, costs and expenses which may be incurred in respect of offences committed or alleged to be committed under the provision of the Environmental Protection Legislation.
## Checklist: Assessment of Construction Site
### Environmental Management Plan (EMP)

<table>
<thead>
<tr>
<th>Characteristic</th>
<th>Description</th>
<th>Demonstrated in EMP Yes/No</th>
<th>Comments</th>
</tr>
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<tbody>
<tr>
<td><strong>INTRODUCTION</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Project Description</td>
<td>Clear description of the project including the location of the site with map, scope of activities, construction scheduling, hours of operation, employment numbers and type, plant and equipment to be used and anticipated commencement and completion dates</td>
<td>Yes/No</td>
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</tr>
<tr>
<td>EMP Context</td>
<td>Description of how the Environmental Management Plan (EMP) fits into the overall planning process for the project</td>
<td>Yes/No</td>
<td></td>
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<td></td>
<td>Inclusion of any relevant environmental studies undertaken by the organisation</td>
<td>Yes/No</td>
<td></td>
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<tr>
<td></td>
<td>Inclusion of approvals or consent documents necessary for the project</td>
<td>Yes/No</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Summary of outcomes of environmental consultations for the project</td>
<td>Yes/No</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Where appropriate, an explanation of the relationship between the EMP and the organisation's Environmental Management System (EMS)</td>
<td>Yes/No</td>
<td></td>
</tr>
<tr>
<td>EMP Objectives</td>
<td>Clearly defined objectives in regards to the specific activities being undertaken including site management and best practice environmental management</td>
<td>Yes/No</td>
<td></td>
</tr>
<tr>
<td>Environmental Policy and Responsibilities</td>
<td>Inclusion where appropriate of the proponent’s environmental policy</td>
<td>Yes/No</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Identification of environmental responsibilities of the project, organisation and contractors</td>
<td>Yes/No</td>
<td></td>
</tr>
<tr>
<td>ENVIRONMENTAL MANAGEMENT STRUCTURE</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Roles and Responsibilities of Personnel</td>
<td>Identification of the roles and responsibilities of key personnel; both of the organisation and contractors, as well as contact phone numbers</td>
<td>Yes/No</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Identification of personnel responsible for the implementation of the EMP</td>
<td>Yes/No</td>
<td></td>
</tr>
<tr>
<td>Approval and Licensing Requirements</td>
<td>Identification of all legislation, policies, approvals, licences and agreements relevant to the project</td>
<td>Yes/No</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Identification of personnel responsible for obtaining and renewing licences, approvals and permits</td>
<td>Yes/No</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Description of any other requirements such as voluntary agreements</td>
<td>Yes/No</td>
<td></td>
</tr>
</tbody>
</table>
### Reporting Requirements
- Description of reporting requirements such as construction monitoring, complaints management, non-compliance, corrective action etc.
- Identification of personnel required to undertake reporting and information on instances when the reports must be prepared.

### Training Requirements
- Identification of all site training requirements including environmental site inductions, risk assessments and incident reporting
- Identification of personnel required to organise and record relevant training

### Emergency Response Plan
- Identification of the correct procedures to minimise damage and control an environment emergency
- Identification of personnel nominated to respond to emergencies and relevant responsibilities
- Contact information of relevant personnel
- Identification of the onsite location of spill kits, emergency kits and information in regards to hazardous materials
- Instructions and contact details for notifying relevant government agencies

### IMPLEMENTATION

#### Environmental Management Assessment
- Identification of possible environmental dangers, both on and off site including sensitive or endangered flora or fauna, vulnerable aquatic and terrestrial animals, surface or groundwater contamination, land contamination, air quality, noise and vibration levels etc.

#### Risk Assessment
- Identification of potential environmental risks including assessment and analysis of risks, consequences of risks, ranking of risks and identification of control measures to eliminate or reduce risks
- Inclusion of risk matrix

#### Environmental Schedules, Maps and Controls
- Inclusion of environmental schedules such as site inspection checklists, complaints reports, incident reports, waste registers and monitoring checklists
- Inclusion of maps and information describing soil types, topography, existing vegetation, cleared land, water sources, drainage, stock piles, public areas, residencies
- Inclusion of control plans such as Sediment and Erosion Control, Hazard Management Plan, Surface Water Management Plan etc.
<table>
<thead>
<tr>
<th>ENVIRONMENTAL MANAGEMENT ACTIVITIES AND CONTROLS</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Noise and Vibration</strong></td>
<td></td>
</tr>
<tr>
<td>• Identification of operation hours in regards to licensing and legislation to minimise noise annoyance</td>
<td></td>
</tr>
<tr>
<td>• Identification of noise receptors and proximity of works to sensitive receptor areas</td>
<td></td>
</tr>
<tr>
<td>• Identification of methods to minimisation and control noise and vibration</td>
<td></td>
</tr>
<tr>
<td><strong>Dust Emissions</strong></td>
<td></td>
</tr>
<tr>
<td>• Identification of cause/s of dust emissions</td>
<td></td>
</tr>
<tr>
<td>• Identification of potential dust receptors and proximity of works to dust receptors</td>
<td></td>
</tr>
<tr>
<td>• Identification of extent of exposed earth and duration of exposure</td>
<td></td>
</tr>
<tr>
<td>• Identification of measures to cover and bund stockpiles and batters</td>
<td></td>
</tr>
<tr>
<td>• Identification of weather conditions which may affect dust emissions</td>
<td></td>
</tr>
<tr>
<td>• Identification of methods to minimise and control dust emissions</td>
<td></td>
</tr>
<tr>
<td><strong>Erosion and Sediment Control</strong></td>
<td></td>
</tr>
<tr>
<td>• Identification of possible erosion and sediment sources</td>
<td></td>
</tr>
<tr>
<td>• Identification of potential erosion and sediment receptors and proximity of works to receptors</td>
<td></td>
</tr>
<tr>
<td>• Identification of the slope of site and review of drainage regime</td>
<td></td>
</tr>
<tr>
<td>• Identification of the potential effects of vehicle movement on and off site</td>
<td></td>
</tr>
<tr>
<td>• Identification of management plan in the case of the discovery of Acid Sulphate Soils</td>
<td></td>
</tr>
<tr>
<td>• Identification of methods to minimise erosion and control sediment</td>
<td></td>
</tr>
<tr>
<td><strong>Waste</strong></td>
<td></td>
</tr>
<tr>
<td>• Identification of the nature of waste to be generated, quantity of waste and method of disposal of waste</td>
<td></td>
</tr>
<tr>
<td>• Identification of the presence of waste on site prior to commencement of work</td>
<td></td>
</tr>
<tr>
<td>• Identification of potential receptors and proximity to works</td>
<td></td>
</tr>
<tr>
<td>• Identification of methods to minimise environmental harm caused by waste</td>
<td></td>
</tr>
<tr>
<td><strong>Chemicals</strong></td>
<td></td>
</tr>
<tr>
<td>• Identification of the types of chemicals and fuels stored and used on site</td>
<td></td>
</tr>
<tr>
<td>• Identification of the location and quantity of chemicals and fuels stored on site</td>
<td></td>
</tr>
<tr>
<td>• Identification of potential receptors and proximity to works</td>
<td></td>
</tr>
<tr>
<td>• Identification of methods to minimise chemical and fuel spills</td>
<td></td>
</tr>
<tr>
<td>• Identification of the location of spill kits</td>
<td></td>
</tr>
</tbody>
</table>
### Flora and Fauna
- Identification of types of flora and fauna located on site
- Identification of the vulnerability of flora and fauna located on site
- Identification of proximity of flora and fauna to works and the potential impacts of operation on flora and fauna
- Identification of areas which are protected under legislation
- Identification of methods to minimise removal or destruction of vegetation

### Archaeological/Heritage
- Identification of the probability of encountering archaeological or heritage items on worksite
- Identification of activities which could damage archaeological or heritage items
- Evidence of a survey or assessment of the site if necessary
- Identification of methods to minimise damage to archaeological or heritage items and an action plan in the case of uncovering archaeological or heritage items

### Water Quality
- Identification of areas of groundwater and surface water onsite or within the area surrounding the site and inclusion of relevant maps
- Identification of sensitive water ways
- Identification of potential impacts of the operation in terms of contamination due to sediment, surface run off and chemical spills
- Identification of methods to minimise harm to surface water, ground water and storm water

### Vehicles, Equipment and Traffic
- Identification of manufactures specifications in regards to all vehicles and equipment to ensure minimal noise and air pollution
- Identification of methods to minimise amount of traffic entering the worksite to control dust, erosion and air quality issues

### MONITORING AND REVIEW

#### Environmental Monitoring
- Identification of method to monitor environmental management activities and controls
- Identification of personnel responsible for environmental monitoring as well as the frequency of monitoring
- Details of collation, distribution and storage of records of monitoring

#### Environmental Auditing
- Identification of frequency of auditing and personnel responsible for auditing
- Inclusion of requirements of auditing including the scope of the audit
### Corrective Action
- Identification of personnel responsible for dealing with non-compliances
- Procedure outlining action to take in regards to a non-compliant event such as environmental incidences and emergencies

### EMP Review
- Identification of personnel responsible for reviewing the EMP and documenting and implementing changes
- Frequency of EMP review
Requirement

The Contractor shall control the quality of the work and shall fully implement a quality management system under this Contract in accordance with the requirements of the current Australian and International Standard AS/NZS ISO 9001:2015.

QA Management Representative

The Contractor shall be required to nominate a suitably qualified Quality Assurance Representative (QAR) who has authority to effectively control the complete quality assurance process. For construction works the Representative shall be site based.

Quality System Documentation

The Contractor shall submit to the Superintendent a copy of the following documents within 14 days of the award of the Contract and before any work under the Contract is commenced on site:

(i) Quality System Certification to AS/NZS ISO 9001:2015 if available;
(ii) Corporate Quality Manual (for review and return to the Contractor) if available;
(iii) Two controlled copies of the Project Quality Plan.

The Contractor shall also provide the Superintendent with access to inspect Corporate Quality Procedures applicable to this Contract.

The Project Quality Plan shall cover all quality system elements required by the appropriate Quality Systems Standard as specified, that are applicable to this Contract.

As a minimum, the Project Quality Plan shall contain the following information:

(i) A Project Organisation Chart of list of nominated Project Personnel showing their positions, lines of communication and details of the responsibilities of the positions.

(ii) Details of the qualifications and experience of the following positions:

- Project Manager;
- Construction Manager;
- Project Engineer;
- Contractor's Quality Representative (QAR);
- Surveyor;
- Foreman, Supervisor(s).

(iii) Inspection and Test Plans for the various phases during manufacture, construction and commissioning, as applicable to the project, to be submitted at least 7 days prior to commencement of relevant activity.

(iv) A copy of the NATA Terms of Registration for the Contractor's Compliance Testing Laboratory (Internal or Subcontract).
(v) Project specific operating procedures or descriptions outlining as a minimum, details of activities, who is responsible for implementation/verification, identification of relevant Quality Records and distribution of such records, to be submitted at least 7 days prior to commencement of relevant activities.

(vi) A Register of all intended Quality Records to be used on the project, together with quality document proformas.

**Inspection and Test Plans**

Inspection and Test Plans shall contain at least the following information for each significant activity identified in the relevant process:

- Description of activity;
- Specification requirements/reference;
- Person responsible for activity (title);
- Hold Points and Witness Points;
- Activity checklists;
- Inspection and test type;
- Tolerances or other acceptance criteria;
- Identification of relevant procedure and quality records;
- Test/inspection frequency;
- Work item or work lot identification.

Inspection and Test Plans and examples of their relevant activities checklists established for this Contract shall be submitted to the Superintendent for review. Where considered necessary the Superintendent may request the Contractor to insert additional Hold Points or Witness Points. Provisions shall be made for the Contractor and Superintendent to sign off at these points.

**Identification and Traceability**

All work under this Contract including manufacture, site construction and commissioning, shall be subdivided into distinct work lots or work items. Work lots or work items shall be chosen by the Contractor, consistent with any specified requirements, but shall be subject to approval by the Superintendent.

Each work lot or work item shall be assigned a unique identification number, and the Contractor shall maintain a register of all allocated work lot or work item numbers. This register shall contain as a minimum, the following information:

- Brief description of the work lot or work item;
- Location reference (3 dimensional where applicable);
- Lot or item status (conforming or non-conforming).

The Contractor shall ensure that traceability is maintained throughout all documented records under this Contract. All test results where applicable under this Contract shall be positively identified with their respective work lot or work item number. The Contractor shall notify the Superintendent in writing 24 hours prior to commencing a new work lot or work item.
Conformance Reports

Conformance Reports shall be forwarded to the Superintendent for each designated work lot or work item, within 24 hours of completion of the work lot or work item.

Conformance Reports shall include a verification statement certifying that the relevant work lots or work items have been inspected and/or tested in accordance with the Contractor’s Inspection and Test Plan(s) applicable to this Contract and that they comply with the specified requirements of the Contract Documents.

Conformance Reports shall be accompanied by the following documents:

- All relevant signed off Inspection and Test Plans and associated Checklists;

- NATA certified compliance test results (where applicable); and

  Note: In cases where test results are not available within this period (eg. 28 day concrete strengths), the Contractor shall submit preliminary results or previous analytical data of the same mix type which statistically indicates a high probability of conformance. Submission of such information does not absolve the Contractor from his responsibilities under this Contract should actual results subsequently identify non-conformance of the work lot or work item.

- Survey and measurement compliance data (where applicable).

Where the Superintendent directs the receipt of quality information showing evidence of conformance relating to the works claimed in any statement of an amount for payment in a Progress Certificate issued in accordance with the General Conditions of Contract, the Superintendent shall not be required to include in any such certificate, and the Principal shall not be obliged to pay for, any work for which evidence of conformance has not been submitted as set out in this clause.

Certification and payment shall not be unreasonably withheld, however, where the relevant evidence of conformance has not been submitted due only to the normal delays in processing, testing, analysis and reporting. In this case the Contractor’s payment claim shall set forth the lots claimed for payment but for which conformance reports have not been submitted and certifies that conformance reports for those lots will be submitted prior to the next payment claim.

Non-conformance Reports

The Contractor shall submit a Non-conformance Report to the Superintendent within 24 hours of detecting nonconforming work.

The Contractor’s Non-conformance Report shall clearly detail but not be limited to the following items:

- The nature and extent of the non-conformance;
- The work lot or work item number it relates to including the precise boundaries of the non-conforming work;
- Any relevant information, data, test results and/or measurements (as applicable);
- The corrective and preventive actions the Contractor proposes to take;
- The time frame within which the non-conformance will be rectified;
- The method of isolating/identifying non-conforming work, applying and releasing hold points, etc, shall be clearly stated in the Project Quality Plan.
The proposed corrective action shall be subject to approval by the Superintendent.

**Default by the Contractor**

Where there is a failure by the Contractor to submit either a Conformance Report or a Non-conformance Report within the nominated time frame the Superintendent shall direct the Contractor to remedy the defective work in accordance with the Contract.

**Hold Points and Witness Points**

A Hold Point is defined as a position in the progress of the work under Contract, beyond which further work shall not proceed without mandatory verification by the QAR or the Superintendent.

A Witness Point is defined as a position in the progress of the work under Contract, where the Contractor must notify its QAR, the Superintendent prior to proceeding and the option for attendance for witnessing of inspection and test may be exercised. If any do not attend, then work may nevertheless proceed, unless otherwise instructed.

Witness Points shall apply to verify compliance of the constructed works with the approved design drawings.

Mandatory Hold Points shall apply to this Contract to ensure compliance with the intent of the designs and with other specified requirements, and to ensure that critical and/or irreversible activities are not constructed incorrectly.

Mandatory Hold Points shall apply prior to commencement of designated work lots or work items.

To obtain authorisation to proceed, the Contractor shall ensure the following:

- That all work lots or work items affected by the lot or item in question are conforming;
- That all Conformance Reports for all work lots or work items affected by the lot or item in question have been submitted at least 24 hours prior to the time the Contractor intends to proceed with the lot or item in question, thus ensuring that defective works are not built-in.

**Compliance Inspections and Testing**

All compliance inspections and tests shall be based on work lots or work items unless otherwise specified in the contract documents. The costs for all such inspections and tests shall be borne by the Contractor and included in the tendered amount.

All compliance testing shall be carried out by a NATA registered laboratory certified for the tests specified in this Contract.

The Contractor shall advise the Superintendent of the work lot or work item number and the location within the lot or item, prior to any testing of the lot or item.

The Contractor shall submit a Non-conformance Report and the proposed corrective action for any nonconforming test result. No further testing shall be permitted until approved by the Superintendent.
For compliance inspections the Contractor shall nominate responsible persons, who are not directly involved in performing the work.

The frequency of compliance testing shall be in accordance with the minimum requirements of the Contract Documents.

The Contractor shall submit to the Superintendent any preliminary results on compliance tests carried out for each work lot or work item with 24 hours of completion of tests.

**Subcontracted Work**

The Contractor shall ensure that subcontracted works and procured supplies are subject to appropriate quality assurance standards, when incorporated into the works in order to comply with the requirements of this Contract.

If requested by the Superintendent, the Contractor shall provide evidence of appropriate quality assurance for subcontracted work or procured items incorporated into the works under this Contract. This shall include verification by the Contractor.

**Quality Records**

The Contractor's quality system shall include sufficient quality records to provide objective evidence that the requirements of the Contract are met. This shall include Subcontractors and Suppliers records relevant to this Contract.

The Contractor shall, when requested by the Superintendent, provide access or copies to all quality records relevant to the Contractor's quality system under this Contract within 24 hours.

Within 28 days of the Date of Completion, the Contractor shall forward a complete and bound clean copy of at least the following records to the Superintendent. Previously submitted documents may be selected as appropriate:

- The work Lot or Work Item Register for the Contract;
- All Conformance and Non-conformance Reports;
- All Inspection and Test Plans and associated Checklists;
- All Test Results, analyses, reports, measurements and observations;
- The original Project Quality Plan and any changes made to the Contractor's Quality System.

Records shall be maintained by the Contractor for a minimum period of two years from the Date of Completion or in accordance with the Contractor's statutory requirements if the latter exceeds the minimum period required for this contract.

Records for equipment and parts subject to inspection and approval by the relevant regulatory authority shall be made available on site at the time of arrival of all relevant items at site, or after inspections have been carried out on site (if applicable).

**Quality Audits**

The Contractor shall submit an audit schedule to the Superintendent at the time of submission of the Contractor's Quality System documentation. This shall include internal audits and external audits on Suppliers and Subcontractors.
The Contractor shall if instructed by the Superintendent carry out at least 1 audit on each of these groups, over the duration of the Contract, and submit all audit records including objective evidence for any necessary following up corrective actions attached to close out corrective action reports.

Certifications

Where the Superintendent, each Payment Claim shall be accompanied by a Conformance Report from the Contractor in respect of the works completed to the date of the claim and the subject of the claim, certifying that the works as constructed are in full accordance with the Contract requirements.

At Practical Completion - Prior to the Date of Practical Completion, the Contractor shall submit a Conformance Report certifying that the works have been constructed in accordance with the specification and drawings or approved revisions there to.
8. Drawings

FRASER COAST REGIONAL COUNCIL ("Principal")
77 Tavistock Street, Hervey Bay, Queensland, 4655
Tender No.: WBW 214 19/20
Project: Howard STP Collection: Gravity Main
VEGETATION PROTECTION

1. TREES LOCATED ALONG THE FOOTPATH SHALL BE TRANSPLANTED PRIOR TO CONSTRUCTION, OR REPLACED IF DESTROYED. IN ALLOTTMENTS TO FIRST John Doe - Sensitive Element Policy.

2. WHEN WORKING WITHIN 3m OF TREES, RUBBER OR HARDWOOD GIRDLES SHALL BE CONSTRUCTED IN CONFORMANCE WITH A.S. 1289 (MODIFIED COMPACTION). TESTING SHALL BE CARRIED OUT AFTER EACH ALTERNATE LAYER. IN ALL SUCH CASES APPROVAL OF CONSTRUCTED SEWERS WILL BE REQUIRED PRIOR TO COMPLETION.

3. TREE ROOTS SHALL BE TUNNELLED UNDER, RATHER THAN SEVERED. IF ROOTS ARE SEVERED THE DAMAGED AREA SHALL BE TREATED WITH A SUITABLE FUNGICIDE. CONTACT RELEVANT COUNCIL ARBOREST FOR FURTHER ADVICE.

4. ANY TREE LOPPING REQUIRED SHOULD BE UNDERTAKEN BY AN APPROVED ARBOREST AND APPROVAL BY Superintendancy PRIOR TO 24 HOURS NOTICE.

SOIL

5. TOPSOIL AND SUBSOIL SHALL BE STOCKPILED SEPARATELY.

6. CARE SHALL BE TAKEN TO PREVENT SEEDS FROM ENTERING THE STORM WATER SYSTEM. THIS MAY INVOLVE PLACING APPROPRIATE SEED CONTROL AROUND STOCKPILES.

CREEK CROSSINGS

7. SEDIMENT CONTROLS SHALL NOT BE PLACED DOWNSTREAM OF ANY EXCAVATION WORK.

8. APPROPRIATE SEDIMENT CONTROLS SHALL BE USED TO PREVENT SEEDS FROM ENTERING THE CREEK.

9. NO SOIL SHALL BE STOCKPILED WITHIN 5m OF THE CREEK.

REHABILITATION

10. PREDETERMINED SOIL PROFILES AND COMPACTION LEVELS SHALL BE RESTORED.

11. PREDETERMINANCE VEGETATION PATTERNS SHALL BE RESTORED.

SAFETY

12. THE DESIGN AND CONSTRUCTION OF THE WORKS SHALL COMPLY WITH ALL QUEENSLAND AND FEDERAL LEGISLATION.

GENERAL NOTES

1. ALL WORK AND MATERIALS SHALL BE IN ACCORDANCE WITH CURRENT SOUTH EAST WBBROC CODE SPECIFICATIONS AND STANDARDS.

2. UNLESS SPECIFIED OTHERWISE ALL MATERIALS AND WORK SHALL COMPLY WITH THE RELEVANT AUSTRALIAN STANDARDS.

3. THE CONSTRUCTION OF THE SEWERAGE WORK SHOWN ON THIS DRAWING SHALL BE SUPERVISED BY AN ENGINEER WHO HAS PIPPED RECOMMENDATIONS. SEWERAGE WORKS NOT COMPLYING WITH THIS REQUIREMENT WILL NOT BE PERMITTED TO CONNECT INTO THE WBBROC SERVICE PROVIDER SEWERAGE SYSTEM.

4. ALL WORK ASSOCIATED WITH LIVE SEWERS OR MAINTENANCE HOLES SHALL BE CARRIED OUT BY WIDE BAY WATER. IN THE EVENT OF THE BREAK IN OF THE LIVE SEWER, HOWEVER EXCLUDES THE CONSTRUCTION OF THE NEW PIPELINE OR TRENCH DEEPER THAN 1.5m MUST BE SHORED UNLESS APPROVED OTHERWISE.

5. ALL PIPE AND MATERIALS SHALL COMPLY WITH THE REQUIREMENTS OF THE "PROCTED PRODUCTS AND MATERIALS LIST.

6. EACH ALLOTMENT SHALL BE SERVED BY A DN110 PE OR DN100 PVC PIPELINE PROPERTY CONNECTION BRANCHES SHALL EXTEND INTO THE PROPERTY A MINIMUM OF 300mm AND A MAXIMUM OF 450mm. THE END OF THE PIPELINE SHALL BE LEFT OPEN TO THE ATMOSPHERE WITH A SUITABLE FUNGICIDE. CONTACT RELEVANT COUNCIL ARBOREST FOR SUPERINTENDENCE PRIOR TO COMPLETION.

7. PROPERTY CONNECTION BRANCHES SHALL EXTEND INTO THE PROPERTY A MINIMUM OF 300mm AND A MAXIMUM OF 750mm. THE END OF THE PIPELINE SHALL BE LEFT OPEN TO THE ATMOSPHERE WITH A SUITABLE FUNGICIDE. CONTACT RELEVANT COUNCIL ARBOREST FOR SUPERINTENDENCE PRIOR TO COMPLETION.

8. PROPERTY CONNECTION BRANCHES SHALL EXTEND INTO THE PROPERTY A MINIMUM OF 300mm AND A MAXIMUM OF 750mm. ALL WIDE BAY WATER REQUIREMENTS OF 300mm, 500mm, 750mm WILL BE PROPERLY SUPERINTENDED. IN ALL SUCH CASES APPROVAL OF CONSTRUCTED SEWERS WILL BE REQUIRED PRIOR TO 24 HOURS NOTICE.

9. Where sewers have a grade of 1 in 20 or steeper, bulkheads shall be constructed in accordance with the WBBROC SEWER CODE.

10. THE CONTRACTOR SHALL VERIFY THE LOCATION AND DEPTH OF EXISTING SERVICES WITH RELEVANT AUTHORITIES BEFORE COMMENCING WORKS.

11. SEWERS SHALL BE DESIGNED IN ACCORDANCE WITH PROCEDURES SET OUT IN THE WBBROC SEWER CODE.

12. BENCH MARKS AND LEVELS TO AND.

PIPEWORK MATERIALS

GENERAL

1. ALL PIPEWORK, BEDDING, VALVES AND FITTINGS TO CONFORM TO THE REQUIREMENTS OF THE WBBROC/WSAA PURCHASE SPECIFICATIONS FOR PRODUCTS AND MATERIALS.

PROCUREMENT

1. PIPELENGTHS ARE CALCULATED TO SUIT THE DIMENSIONS OF THE EQUIPMENT AND VALVES NOMINATED ON THE DRAWINGS. IF DIFFERENT EQUIPMENT OR VALVES ARE SELECTED, ADJUST PIPE LENGTHS TO SUIT PRIOR TO ORDERING.

2. FULL AND FLAT FLANGES ARE TO AS4087 PN16.

3. CONFORM FLANGE DETAILS TO CONNECTIONS TO EXISTING FLANGES TO CONFIRM COMPATIBILITY PRIOR TO ORDERING.

4. ALL FLANGE BOLT HOLES TO BE 300mm.

5. ALL FLANGE BOLTS, NUTS AND WASHERS TO BE BS1585 WITH ANTI-GALLING PASTE APPLIED TO BOLT THREADS.

6. PLANE GASKET MATERIAL AND THICKNESS TO BE AS4087 TABLE C1.

POLYETHYLEN

1. POLYETHYLEN PIPE: DUCTILE IRON PIPE (DI) IN CONFORMANCE WITH WBBROC PRODUCT SPECIFICATION WSA PS-203 DUCTILE IRON (PE) PIPES FOR PRESSURE APPLICATIONS - WATER SUPPLY AND SEWERAGE.

2. SUPPLY DUCTILE IRON FITTINGS IN CONFORMANCE WITH WBBROC PRODUCT SPECIFICATION WSA PS-203 PLASTICS MODIFIED FITTINGS FOR PRESSURE APPLICATIONS - PE, PVC-U PIPE AND FITTINGS FOR PRESSURE AND NON-PRESSURE APPLICATIONS - WATER SUPPLY AND SEWERAGE.

3. USE: ALL POLYETHYLEN PIPE IS GRADE PE80 PE80, ALL PE PIPE SIZES NOMINATED ARE NOMINAL DIAMETER WHICH IS EQUIVALENT TO THE OUTSIDE DIAMETER.

POLYVINYLCHLORIDE, UNPLASTICISED (PVC-U)

1. SUPPLY PVC-U PIPE AND FITTINGS FOR PRESSURE APPLICATIONS IN CONFORMANCE WITH WSBAA PRODUCT SPECIFICATION WSA PS-201 PVC-VINYLCHLORIDE, UNPLASTICISED (PVC-U) PRESSURE PIPES FOR PRESSURE APPLICATIONS - WATER SUPPLY AND SEWERAGE.

2. SUPPLY PVC-U PIPE AND FITTINGS FOR NON-PRESSURE APPLICATIONS IN CONFORMANCE WITH WBBROC PRODUCT SPECIFICATION WSA PS-239 PVC-VINYLCHLORIDE, UNPLASTICISED (PVC-U) PIPES AND FITTINGS FOR NON-PRESSURE APPLICATIONS - WATER SUPPLY AND SEWERAGE.

DUCTILE IRON

1. SUPPLY DUCTILE IRON PIPES IN CONFORMANCE WITH WBBROC PRODUCT SPECIFICATION WSA PS-203 DUCTILE IRON PIPES (CID) FOR PRESSURE APPLICATIONS - WATER SUPPLY AND SEWERAGE.

2. SUPPLY DUCTILE IRON FITTINGS IN CONFORMANCE WITH WBBROC PRODUCT SPECIFICATION WSA PS-203 DUCTILE IRON FITTINGS (CID) FOR PRESSURE AND NON-PRESSURE APPLICATIONS - WATER SUPPLY AND SEWERAGE.


4. ALL BURIED DUCT PIPEWORK WITH BITUMEN COATING MUST BE WRAPPED IN LOOSE POLYETHYLEN SLEEVING IN CONFORMANCE WITH WSA PS-232 SLEEVING, POLYETHYLEN (PE) FOR DUCTILE IRON PIPES AND FITTINGS - WATER SUPPLY AND SEWERAGE.

PIPEWORK CONSTRUCTION

1. CONSTRUCT, TEST AND COMMISSION WIDE BAY WATER SUPPLY AND SEWERAGE ASSETS IN CONFORMANCE WITH THE WBBROC WATER SUPPLY AND SEWERAGE DESIGN AND CONSTRUCTION CODE.

2. CONSTRUCT, TEST AND COMMISSION POLYETHYLEN PIPELINES IN CONFORMANCE WITH WSA 01-2014 POLYETHYLEN PIPELINE CODE VERSION 1.3.

3. CONSTRUCT, TEST AND COMMISSION DUCTILE IRON PIPELINES IN CONFORMANCE WITH WSA 02-2014 DUCTILE IRON PIPELINE CODE OF AUSTRALIA VERSION 3.1.

4. CONSTRUCT, TEST, CERTIFY AND COMMISSION POTABLE WATER PIPELINES IN CONFORMANCE WITH WSA 03-2011 WATER SUPPLY CODE OF AUSTRALIA VERSION 3.1.

5. CONSTRUCT, TEST AND COMMISSION SEWERAGE RISING MAINS AND PLUMPING STATIONS IN CONFORMANCE WITH WSA 04-2000 SEWERAGE PUMPING STATION CODE OF AUSTRALIA VERSION 2.1.

6. UNLESS OTHERWISE SPECIFIED, THE CONSTRUCTION OF SEWERAGE WORKS WILL BE IN ACCORDANCE WITH THE WATER BROAD RIVER DISTRICT (WBBROC) WATER SUPPLY AND SEWERAGE DESIGN AND CONSTRUCTION CODE.

7. CONFIRM LOCATIONS AND LEVELS OF CONNECTIONS TO EXISTING SERVICES PRIOR TO COMMENCING WITH PIPELINE CONSTRUCTION.

8. SUPPORT ALL TRENCHES IN CONFORMANCE WITH THE REQUIREMENTS OF THE WORKPLACE HEALTH AND SAFETY ACT 2011. ALL TRENCHES DEEPER THAN 1.5m MUST BE SHORED UNLESS APPROVED OTHERWISE.

9. CONFIRM THE LEVELS AND LOCATIONS OF EXISTING PIPELINES PRIOR TO ORDERING FITTINGS AND COMMISSIONING CONNECTIONS TO EXISTING PIPELINES. IF CONNECTION LEVELS AND LOCATIONS DIFFER TO THOSE SHOWN ON THE DRAWINGS, CONFIRM ANY MINOR DESIGN ADJUSTMENTS WITH THE SUPERINTENDENT PRIOR TO COMMENCING WITH THE WORKS.

10. ALL CONNECTIONS TO LIVE SERVICES TO BE UNDERTAKEN UNDER THE SUPERVISION OF THE PRINCIPAL.

11. INSTALL REINFORCEMENT BARS TO ALL PIPELINES.

12. ALL PIPE LENGTHS SHOWN HAVE BEEN CALCULATED TO SUIT THE EQUIPMENT NOMINATED ON THE DRAWINGS. IF APPROVED EQUIPMENT IS PROVIDED, ADJUST PIPE LENGTHS TO SUIT PRIOR TO ORDERING PIPEWORK.

13. PROTECT PIPES FROM FLOWATION DURING CONSTRUCTION.

14. ENSURE PIPE MANUFACTURER'S RECOMMENDED MAXIMUM JOINT DEFLATIONS ARE NOT EXCEEDED.

15. ALL PIPEWORK, CONNECTS AND DUCTS TO COMPLY WITH AS1445 - IDENTIFICATION OF THE CONTENTS OF PIPELINE, CONDUITS AND DUCTS.

MAINTENANCE HOLES

1. WIDE BAY WATER PROVIDE MAINTENANCE HOLES TO BE CONSTRUCTED, IN CONFORMANCE WITH THE WBBROC WATER SUPPLY AND SEWERAGE DESIGN AND CONSTRUCTION CODE.

2. MAINTENANCE HOLES TO BE CONSTRUCTED TO WBBROC CODE OF AUSTRALIA.

3. SEWER CONNECTIONS TO MAINTENANCE HOLES TO BE CONSTRUCTED TO WSA STD DWG SEW-1301.

4. MAINTENANCE HOLES TO BE CONSTRUCTED TO WBBROC WATER SUPPLY DESIGN AND CONSTRUCTION CODE.

5. MAINTENANCE HOLES TO BE CONSTRUCTED TO WBBROC WATER SUPPLY DESIGN AND CONSTRUCTION CODE.

6. MAINTENANCE HOLES TO BE CONSTRUCTED TO WBBROC WATER SUPPLY DESIGN AND CONSTRUCTION CODE.

7. MAINTENANCE HOLES TO BE CONSTRUCTED TO WBBROC WATER SUPPLY DESIGN AND CONSTRUCTION CODE.
3. FIBRE OPTIC COMMUNICATION CABLES EXIST IN THIS LOCATION CONSULTATION WITH ASSET OWNERS/RELP NETWORKS AND OPTUS REQUIRED PRIOR TO THE COMMENCEMENT OF EXCAVATION.
2. SERVICES ARE TO BE POSITIVELY LOCATED AND MARKED BY AN ACCREDITED SERVICE LOCATOR PRIOR TO THE COMMENCEMENT OF EXCAVATION.
3. OVERHEAD HIGH VOLTAGE ELECTRICAL LINES CONFIRMATION OF LEVELS REQUIRED TO ALLOW FOR SAFE ACCESS TO SITE.
1. FIBRE OPTIC COMMUNICATION CABLES EXIST IN THIS LOCATION. CONSULTATION WITH ASSET OWNERS/RED NETWORKS AND OPTUS REQUIRED PRIOR TO THE COMMENCEMENT OF EXCAVATION.
2. SERVICES ARE TO BE POSITIVELY LOCATED AND MARKED BY AN ACCREDITED SERVICE LOCATOR PRIOR TO THE COMMENCEMENT OF EXCAVATION.
3. OVERHEAD HIGH VOLTAGE ELECTRICAL LINES. CONFIRMATION OF LEVELS REQUIRED TO ALLOW FOR SAFE ACCESS TO SITE.
WARNING

1. FIBRE OPTIC COMMUNICATION CABLES EXIST IN THIS LOCATION CONSULTATION WITH ASSET OWNERS/REEF NETWORKS AND OPTUS REQUIRED BEFORE THE COMMENCEMENT OF EXCAVATION.

2. SERVICES ARE TO BE POSITIVELY LOCATED AND MARKED BY AN ACCREDITED SERVICE LOCATOR PRIOR TO THE COMMENCEMENT OF EXCAVATION.

3. OVERHEAD HIGH VOLTAGE ELECTRICAL LINES. CONFIRMATION OF LEVELS REQUIRED TO ALLOW FOR SAFE ACCESS TO SITE.
WARNING

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3. OVERHEAD HIGH VOLTAGE ELECTRICAL LINES CONFIRMATION OF LEVELS REQUIRED TO ALLOW FOR SAFE ACCESS TO SITE.

LEGEND

- PROPOSED GRAVITY SEWER
- PROPOSED SEWER RISING MAIN
- EXISTING SEWER RISING MAIN
- EXISTING STORM WATER
- EXISTING WATER MAIN
- EXISTING UNDERGROUND ELECTRICITY
- EXISTING OVERHEAD ELECTRICITY
- EXISTING TELECOMMUNICATIONS / OPTIC FIBRE
- EXISTING FENCE
- EXISTING TREE
- EXISTING CONTOURS

1. PROPOSED GRAVITY SEWER MAIN
2. PROPOSED SEWER RISING MAIN
3. EXISTING SEWER RISING MAIN
4. EXISTING STORM WATER MAIN
5. EXISTING WATER MAIN
6. EXISTING UNDERGROUND ELECTRICITY MAIN
7. EXISTING OVERHEAD ELECTRICITY MAIN
8. EXISTING TELECOMMUNICATIONS / OPTIC FIBRE MAIN
9. EXISTING FENCE
10. EXISTING TREE
11. EXISTING CONTOURS
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<tr>
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<th>ENGINEERS AND PROJECT MANAGERS</th>
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<tr>
<td>CHAINAGE (CH)</td>
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S1 - LONGITUDINAL SECTION
PROPERTY DESCRIPTION

PIPE NOMINAL DIAMETER (DN) TYPE CLASS

GRADE %

LENGTH

EMBEDMENT TYPE

DEPTH OF INVERT BELOW FSL

INVERT LEVEL (IL)

FINISHED SURFACE LEVEL (FSL)

EXISTING SURFACE LEVEL (ESL)

CHAINAGE (CH)

S1 - LONGITUDINAL SECTION
PROPERTY DESCRIPTION

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EMBEDMENT TYPE

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EXISTING SURFACE LEVEL (ESL)

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<th>CHAINAGE (CH)</th>
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LEGEND

- FP = PRIVATE PROPERTY
- R = BEND RADIUS (HOR, VERT, COMP)
- SRB = SHORT RADIUS BEND = 0.75 RADIUS
- L = BEND LENGTH
- F = CONCRETE 1.050DIA CAST IN SITU MAINTENANCE HOLE
- A = STRAIGHT THROUGH SEWER TYPE ‘A’
- C = OBLIQUE BACKDROP TYPE ‘C’
- G = CONCRETE 1.500DIA CAST IN SITU MAINTENANCE HOLE
- V = TYPE ‘V’ MANHOLE DROP
- Y = TYPE ‘Y’ MANHOLE DROP
- H = CONCRETE 1.800DIA CAST IN SITU MAINTENANCE HOLE
- B = CLASS B NON TRAFFICABLE MAINTENANCE HOLE LID
- BB = CLASS B BOLT DOWN (SEALED) NON TRAFFICABLE MAINTENANCE HOLE LID

NOTES

1. ALL LEVELS, CHAINAGES & DISTANCES IN METRES.
2. REFER WBB-SEW-1200 SERIES FOR BEDDING & BACKFILL REQUIREMENTS.
3. REFER WBB-SEW-1300 SERIES FOR MAINTENANCE STRUCTURE TYPES AND DROPS.
4. PIPE MATERIAL TO BE SPECIFIED AS REQUIRED BY CONTRACTOR.
5. FOR GENERAL NOTES REFER DWG 1014-DWG-GEN-1001.
7. EXISTING SERVICE INVERT LEVELS ARE INDICATIVE. CONTRACTOR TO PHYSICALLY LOCATE ALL SERVICES PRIOR TO COMMENCEMENT OF CONSTRUCTION.
8. REFER 1014-DWG-CIV-2015 FOR MAINTENANCE HOLE BENCHING DETAILS.
PROPERTY DESCRIPTION

**PIPE NOMINAL DIAMETER (DN) TYPE CLASS**

<table>
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<tr>
<th>GRADE %</th>
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**LENGTH**

| L: 146.581 | L: 25.983 |

**EMBEDMENT TYPE**

| TYPE 3 |

**DEPTH OF INVERT BELOW FSL**

| 146.581 |

**INVERT LEVEL (IL)**

| 0.50% |

**FINISHED SURFACE LEVEL (FSL)**

| 0.448 |

**EXISTING SURFACE LEVEL (ESL)**

| 0.448 |

**CHAINAGE (CH)**

| 0.448 |

---

### NOTES

1. ALL LEVELS, CHAINAGES & DISTANCES IN METRES.
2. REFER WBB-SEW-1200 SERIES FOR BEDDING & BACKFILL REQUIREMENTS.
3. REFER WBB-SEW-1300 SERIES FOR MAINTENANCE STRUCTURE TYPES AND DROPS.
4. PIPE MATERIAL TO BE SPECIFIED AS REQUIRED BY FOR GENERAL NOTES REFER DWG 1014-DWG-GEN-1001
5. REFER TYPICAL TRENCH DETAIL DWG 1014-DWG-CIV-2067
6. REFER TO WBB-SEW-1312 AND 1318 FOR ANCHOR B EMBEDMENT DETAILS
7. CONTRACTOR TO PHYSICALLY LOCATE ALL SERVICES PRIOR TO COMMENCEMENT OF CONSTRUCTION
8. REFER 1014-DWG-CIV-2019 FOR MAINTENANCE HOLE
9. EXISTING SERVICE INVERT LEVELS ARE INDICATIVE.

---

### LEGEND

- **FP** = VERGE
- **PP** = PRIVATE PROPERTY
- **R** = BEND RADIUS (HOR, VERT, COMP)
- **SRB** = SHORT RADIUS BEND - 0.75 RADIUS
- **L** = BEND LENGTH
- **F** = CONCRETE 1.050DIA CAST IN-SITU MAINTENANCE HOLE
- **A** = STRAIGHT THROUGH SEWER TYPE 'A'
- **D** = CLASS D TRAFFICABLE
- **C** = OBLIQUE BACKDROP TYPE 'C'
- **G** = CONCRETE 1.300DIA CAST IN-SITU MAINTENANCE HOLE
- **V** = TYPE 'V' MANHOLE DROP
- **Y** = TYPE 'Y' MANHOLE DROP
- **BL** = CONCRETE 1.800DIA CAST IN-SITU MAINTENANCE HOLE
- **B** = CLASS B NON TRAFFICABLE MAINTENANCE HOLE LID
- **BB** = CLASS B BOLT DOWN (SEALED) NON TRAFFICABLE MAINTENANCE HOLE LID
### PIT SCHEDULE FOR: LINE S1

<table>
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<tr>
<th>PIT NAME</th>
<th>SETOUT</th>
<th>INLET Ø [mm]</th>
<th>INLET INV [m]</th>
<th>OUTLET Ø [mm]</th>
<th>OUTLET INV [m]</th>
<th>PIT FIN RL</th>
<th>PIT DEPTH [m]</th>
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<td>Ø 300</td>
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<td>MH 2 / S1</td>
<td>N:7199612.502 E:456203.815</td>
<td>Ø 300</td>
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<td>Ø 300</td>
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<tr>
<td>MH 3 / S1</td>
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<tr>
<td>MH 4 / S1</td>
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<td>Ø 180</td>
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### PIT SCHEDULE FOR: LINE S2

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<th>INLET Ø [mm]</th>
<th>INLET INV [m]</th>
<th>OUTLET Ø [mm]</th>
<th>OUTLET INV [m]</th>
<th>PIT FIN RL</th>
<th>PIT DEPTH [m]</th>
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<tr>
<td>MH 9 / S2</td>
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<td>MH 10 / S2</td>
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MAINTENANCE HOLE
SCALE: 1:20

MAINTENANCE HOLE
SCALE: 1:20

MAINTENANCE HOLE
SCALE: 1:20

MAINTENANCE HOLE
SCALE: 1:20

MAINTENANCE HOLE
SCALE: 1:20

MAINTENANCE HOLE
SCALE: 1:20

END CAP FOR FUTURE CONNECTION AT JAMES STREET

CONTRACTOR LIVE SEWER WORKS

1A. CONTRACTOR TO BUILD NEW MANHOLE OVER EXISTING WBW SEWER.
1B. CONTRACTOR TO BYPASS FLOWS TO MANHOLE IN ACCORDANCE WITH WBW FLOW CONTROL PLAN FROM EXISTING UPSTREAM MANHOLE.
1C. CONTRACTOR TO COMPLETE INTERNAL MANHOLE WORKS INCLUDING MAKING GOOD NEW CONNECTION, GROUTING EXISTING SEWER AND CONFIGURING BENCHING TO SUIT NEW FLOW PATH.

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<td>1C</td>
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CAST IN-SITU TYPICAL MAINTENANCE HOLE AS PER WBB-SEW-1307-1

MAINTENANCE HOLE
SCALE: 1:20

MAINTENANCE HOLE
SCALE: 1:20

MAINTENANCE HOLE
SCALE: 1:20

MAINTENANCE HOLE
SCALE: 1:20

MAINTENANCE HOLE
SCALE: 1:20

MAINTENANCE HOLE
SCALE: 1:20

END CAP FOR FUTURE CONNECTION AT JAMES STREET

CONTRACTOR LIVE SEWER WORKS

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1B. CONTRACTOR TO BYPASS FLOWS TO MANHOLE IN ACCORDANCE WITH WBW FLOW CONTROL PLAN FROM EXISTING UPSTREAM MANHOLE.
1C. CONTRACTOR TO COMPLETE INTERNAL MANHOLE WORKS INCLUDING MAKING GOOD NEW CONNECTION, GROUTING EXISTING SEWER AND CONFIGURING BENCHING TO SUIT NEW FLOW PATH.
9. Relevant Documents

FRASER COAST REGIONAL COUNCIL ("Principal")
77 Tavistock Street, Hervey Bay, Queensland, 4655
Tender No.: WBW 214 19/20
Project: Howard STP Collection: Gravity Main
**PURPOSE:**

The purpose of this procedure is to ensure that contractors, engaged to work on a FCRC site or project, receive appropriate health, safety and environmental information to enable them to conduct their work safely and with no risk to the environment.

FCRC’s Contractor Safety Engagement Process is divided into two distinct documents including this “general” induction framework for minor project engagement, as well as a more detailed process for the engagement of contractors for construction, high risk or projects where the contractor will hold the role of Principal Contractor for the project.

**SCOPE:**

This procedure has been developed for the engagement and induction of contractors conducting general or low risk activities.

For major contracts, or engagements where the contractor will act as the Principal Contractor, please refer to Contractor Engagement (Safety) – High Risk Construction #2888971.

**RESPONSIBILITIES:**

**Directors and Executive Managers** are responsible for:

- Complying with the procedure and ensuring that systems are in place to manage potential WHS risks in relation to all tasks;
- Ensuring that WHS responsibilities are appropriately defined and that appropriate resources (including financial and time) are provided to ensure effective hazard and risk management for FCRC workers;
- Sending a clear message to all employees that safety matters;
- Overseeing the implementation of this procedure within their area of responsibility.

**Contract Managers** are responsible for:

- Completing this engagement procedure with the contractor;
- Coordinating or delivering site inductions to all contractors involved in the activity;
• Maintaining oversight of the contractors operations to ensure that risks are effectively managed. (This may be an ongoing process, with risks identified at different stages of the life of an agreement);
• Ensuring that the contractor applies effective risk management strategies as determined by obtaining and reviewing its safe work procedures, or by training the contractor in the relevant FCRC Safety Management System procedures or processes;
• Providing a copy of FCRC’s Work Health and Safety Policy, and Environmental Policy to the Contractor.
• This person may elect to delegate some of the functions to a person appointing the contractor but ultimately the Contractor manager is accountable for the performance of that contractor.

Manager Safety and Wellbeing is responsible for:
• Implementing and maintaining this procedure;
• Providing training and guidance with the implementation of this procedure.

Safety Team is responsible for:
• Providing support to the Contract Manger as required;
• Providing advice and feedback when reviewing risk assessments provided by the contractor.

PROCEDURE:
The primary aim of this procedure is to ensure that contractors, engaged to work on a FCRC site or project, receive appropriate health, safety and environmental information to enable them to conduct their work safely and with no risk to the environment.

All Contractors must be officially engaged in accordance with this procedure prior to commencing work.

The engagement process requires the Contract Manager to discuss with the Contractor the General information outlined in Appendix A of this procedure. Once completed the Contract Manager and Contractor must complete the Appendix B Instrument of Appointment/Engagement signoff as well as any site specific inductions required (docs# 2157084)

**General Engagement Information**
Appendix A outlines the General Engagement Information and contains relevant clauses and information that needs to be communicated prior to the commencement of any work on FCRC sites.

The Contractor Manager should review the General information section to confirm which areas are relevant, and then coordinate a time to meet and communicate this information to the contractor.

This section of the procedure should be printed and provided to the contractor at the end of this session for future reference.

**Instrument of Appointment/Engagement signoff**
The Contract Manager must read through the Instrument of appointment engagement signoff with the Contractor’s nominated representative following the completion and review of the information contained within Appendix A

The Contractors Representative must then sign the Instrument of Appointment as outlined in Appendix B This section shall be kept on relevant project files, registered in DOCs, and a copy given to the Contractor and FCRC’s Safety team (where required).

Once engaged, the Contract Manager must also complete the relevant site specific safety induction (docs #2540103.) with the Contractor, and any of their workers attending the site. The site safety induction
covers the hazards identified in Appendix A as they specifically relate to that site. It is therefore recommended that where possible, this engagement process, and the site safety induction are conducted at the same time.

EXCEPTIONS:

For contractors such as auditors, contractors engaged to undertake onsite training, work experience students, and contractors engaged to undertake low risk tasks (fish tank, vending machine) the following must be completed:

- a site specific induction completed upon arrival. To be maintained by the person responsible for their engagement and updated every two years or when significant changes occur to the site;
- visitors swipe key issued, and returned on daily basis (if access is required);
- contractor badge to be issued and worn at all times whilst on site.

COMMUNICATION & CONSULTATION:

The contents of this procedure are available via:

- Intranet (electronic copy); and

Notification of significant change to the document will be through the same media and be accompanied by a copy of the updated section/document. Once the new or updated document is active on the Document Portal, the document owner/authoriser will distribute to the relevant stakeholders.

Consultation shall be conducted in accordance with the WHS Consultation, Cooperation and Coordination procedure.

ANALYSIS & EVALUATION:

Not applicable

DEFINITIONS

Contractor: A company, sole trader, or partnership that is engaged to work on site at FCRC for a discrete task or project specified under a contract. A contractor is not an employee of the FCRC, and is required to have independent workers compensation and other insurance policies.

Contract Manager: means for the purpose of this procedure any delegated FCRC worker who engages the services of a contractor to perform works on behalf of FCRC.


Site Induction: Site specific health and safety induction training that relates to the particular site at which the work is to be carried out. Controlled document # 2540103.

RELATED DOCUMENTS:

*Work Health and Safety Act 2011*
*Work Health and Safety Regulation 2011*

HISTORY:

Amended: Feb 2018

Document Status/Review:

This procedure should be reviewed every two years as directed by the Chief Executive Officer, or when required by legislation.
FCRC Contractor Engagement (Safety and Environment) Procedure

General Information Section

This section of the procedure has been designed to provide you, the Contractor, with background information to FCRC including site access and conduct, and common safety and environmental hazards that you may come across in undertaking your engagement.

It is not designed to predict every issue or hazard that you will come across in the workplace nor exempt you from assessing the risk prior to undertaking a task. It is a requirement of your engagement that the hazards specific for the activity being undertaken shall be identified and appropriate controls documented prior to the work commencing.

Further information, including copies of FCRC work health and safety policies and procedures as referred to in the details below, are available from the document portal on the FCRC Intranet, or via the Contract Manager or Safety Team.

SITE ACCESS AND CONDUCT

The following are minimum requirements of contractors while working on FCRC sites:

- Ensure work is stopped if it is unsafe;
- Ensure persons performing tasks are competent and where required hold the relevant license;
- Ensure all safety and environmental incidents and hazards, as well as injuries and near misses are reported to the Contract Manager as soon as practicable following the event. (Event Notification form #3190520, Hazard Report Form #2540173);
- Ensure all tasks being undertaken have had safety and environmental risks identified and assessed and adequate controls are in place and documented (risk assessment), and that the risk assessment has reviewed by the Contract Manager or Safety Team;
- Ensure appropriate Personal Protective Equipment (PPE) is being worn.

Site Access

FCRC runs secured operating sites that are both manned and unmanned. As a Contractor you may require a method of accessing a FCRC site in order to complete a particular project. Access requests should be arranged via the contract manager by completing a “Security Request/Issue Form” available on the intranet (docs# 2499449) for electronic swipes, for key access a request shall be submitted to the helpdesk.property@sharepointfrasercoast.qld.gov.au

Housekeeping

Contractors shall maintain a high standard of housekeeping at any premises in which they are conducting works. It is the responsibility of the contractor to maintain their materials, tools and other equipment in an orderly manner on site.

All debris and waste resulting from contractor activity on site shall be appropriately contained / managed whilst on site to minimize risk to the environment and removed by the responsible contractor. All materials and debris must be lowered and not dropped from elevated locations and platforms.

All materials, tools and waste shall be located so as to reduce risks to health and safety prior to leaving the site daily. Working areas, stairways, passages and emergency exits must be kept clear of...
obstructions at all times. If required, working areas must be barricaded off and appropriate warning notices erected.

All contractors are required to operate under the principle of ‘come clean, go clean’. This requires all vehicles and equipment brought on site to be free from material or vegetation containing declared pest plants such as giant rat’s tail grass, or disease such as myrtle rust, to prevent the spread of these pests across FCRC sites. If a contractor works on a site where a disease or declared pest plant has been identified, the contractor shall use the appointed wash down areas to clean their vehicles and equipment prior to leaving the site.

When working at a site, always remember to dispose of waste products appropriately. All non-hazardous waste such as paper, glass, plastic, food and other general litter should be disposed of, or recycled, in the relevant labeled bins located at the site.

Public Comments on Council Business

FCRC business can be topical, sensitive and controversial and there is a process to be followed when making public comments. If you are asked to comment on any FCRC matter you should refer them to your Contract Manager. Under no circumstances are you permitted to make comments on behalf of FCRC.

Smoking

Smoking is prohibited on any property controlled by FCRC where an office, plant or structure is located.

This policy also includes: Inside any FCRC owned buildings, including shelters and any structures attached to buildings, within five meters of any entry door, window, wall or air intake system or inside any FCRC motor vehicle, plant or equipment and any FCRC worksite.

Drugs & Alcohol

Alcohol and illegal drugs are strictly forbidden onsite. Persons found to be or suspected to be under the influence of these will be removed from site immediately.

Breaches of Site Conditions

Any breach of site conditions in relation to safety, environment or site conduct may result in removal from site. Breaches of site conditions, in accordance with FCRC procedures and may result in the removal of the offender from the workplace. Further action may be taken as necessary.

Immunisations

Hepatitis is a viral infection transmitted by body waste or fluids. There is potential for contractors to be exposed to infection through contact on sewer repairs, treatment plants, pump stations, associated handrails and tools/equipment. Contractors are responsible for ensuring that all employees are appropriately educated regarding the risks and are immunised against Hep A and Hep B while working on FCRC’s assets.

General Safety Induction Card

A white card for General Safety Induction is required for those carrying out work on FCRC construction and worksites. Copies of white cards must be attached to, and kept with the signed instrument of appointment.

White cards must be obtained and evidence provided to FCRC prior to commencing work. Contractor/site workers who fail to provide such evidence (when asked) may be required to leave the work site. White cards must be available at all times.
Audits

Audits of contractor activity may be conducted to monitor compliance with the requirements of the WHS Legislation, contractor engagement condition for this procedure, or to ensure that the safety management procedures and instructions are being effectively implemented.

Audits may include:
- Site safety and environmental audits;
- Behaviour based observations;
- Environmental Management Plan (EMP) audits may be conducted to determine the level of compliance of the construction project works with regard to the submitted EMP.

SAFETY HAZARDS

Safety Management System

FCRC has in place a documented Safety Management System aligned with the Australian Standard 4801 Occupational Health and Safety – Safety Management Systems and Safe Plan principles. The SMS consists of an overarching Policy and Manual which together define the Councils overarching objectives and framework of the SMS, followed by lower level procedures, safe work procedures, and record templates. While in most cases the Contractor will provide their own safe work procedures, the Contract Manager must review the content to ensure that risks associated with the task have been adequately identified and managed to the same standard as outlined in FCRC’s system.

Safe Work Methods Statements (SWMS) and Safe Work Procedures (SWP)

The WHS Act and subordinate Regulations require persons who have a duty under the Act to ‘manage risks’ to health and safety by eliminating them so far as is reasonably practicable, and if it is not reasonably practicable to do so, to minimise those risks so far as is reasonably practicable.

Deciding what is ‘reasonably practicable’ to protect people from harm requires consideration of matters, including:
- the likelihood of the hazard or risk concerned occurring,
- the degree of harm that might result from the hazard or risk,
- knowledge about the hazard or risk, and ways of eliminating or minimizing the risk,
- the availability and suitability of ways to eliminate or minimise the risk, and
- after assessing the extent of the risk and the available ways of eliminating or minimising the risk, the cost associated with available ways of eliminating or minimising the risk, including whether the cost is grossly disproportionate to the risk.

As a minimum a SWMS/SWP must be provided and reviewed by the Contract Manager before the commencement of any task or activity to determine if there are tasks or situations that could potentially cause harm to the people undertaking the activity. The assessment should:
1. identify hazards – find out what could cause harm;
2. assess risks if necessary – understand the nature of the harm that could be caused by the hazard, how serious the harm could be and the likelihood of it happening;
3. control risks – implement the most effective control measures that are reasonably practicable in the circumstances.

Authority/Permit to Work

Prior to commencing work the contractor in conjunction with the contract manager must determine if an Authority to Work permit is required. The purpose of the Authority to Work (ATW) is to provide a formal process for authorizing work to be carried out on a FCRC asset, where the personnel conducting the works are not the plant owner of the FCRC asset.
The ATW informs the asset owner of intended works, prior to work commencing, to minimize the impact on the operation of the asset, and also the risk to those working on it.

Further information can be found in the ATW procedure docs# 3354849 which is available upon request from your contract manager.

**Working at Heights**

FCRC requires that all tasks where there is a requirement for work to be conducted whilst working at height a risk assessment must be developed and reviewed by the contract manager prior to the task being undertaken, this includes work which requires the use of a ladder to access/egress the work site. Some examples of risks that the assessment should take into account are:

- Whether fall protection is needed,
- The type of fall protection that will be required,
- The equipment being used,
- Impacts of falling equipment or tools,
- Other work currently occurring in the area,
- Rescue available on site.

Contract managers must:

- Ensure work is only performed at height if all other ways of performing the task have been eliminated,
- Ensure the person is competent in the relevant working at height competency and does not work alone,
- Ensure that a documented SWMS for the activity is provided prior,
- Ensure working at height equipment is inspected prior to use,
- Ensure all open edges, excavations, pits, access chambers or any other area where there is a potential to fall has appropriate controls in place to prevent a fall.

For further information refer to WHS Management Procedure - Working at Height #2100934

**Tagging and Isolation**

The purpose of a tagging and isolation process is to ensure contractors are safe from risk of injury associated with moving plant, including electrical, mechanical & stored energy hazards. As a minimum the following must be in place:

- Identify all potential energy sources prior to commencing the activity,
- Make sure isolations have been tested before starting work,
- Attach a “Personal Danger” tag if you are identified as being at risk from the isolation,
- Check that all isolation/de-isolation steps have been completed by a competent and authorized person,
- Attach an “out of service” tag on defective tools and equipment,
- Never remove someone else’s “Personal Danger”.

For further information refer to FCRC’s safety management system procedure (#2539019 – Isolation and Lockout Procedure (Personal))

**Overhead and Underground Services**

All works conducted near overhead or underground services shall ensure, that no person, plant or thing at the workplace comes within an unsafe distance of an overhead or underground electric line. Effective controls shall be implemented to prevent electricity strikes and as a minimum the following shall be in place -

- The identify of all services shall be undertaken at the planning stage, and shall be clearly communicated/marked prior to works being undertaken,
o An established communication plan and spotter in place when working near the exclusion zone of an electrical service,
o Consider all lines as live until the service provider verifies otherwise.
o Identify overhead power lines and ensure the safe working clearances are maintained.
o Ensure notification is given to service provider of intended works (as required)

Electrical Safety

o Only undertake electrical work if you are authorised and qualified.
o Ensure “test for dead” has been completed prior to working on any electrical equipment.
o Ensure at least 2 people are present when working close to exposed live conductors.
o Regularly review the effectiveness of isolations.
o Ensure portable electrical equipment has a current test tag attached.
o Ensure portable electrical equipment is checked prior to use and is good condition.
o Portable Earth Leakage Devices (RCD’s) are required to be used when operating hand held and portable electrical equipment. They must be provided by the contractor and placed between the portable equipment in use and the electricity supply outlet.

Confined Space Entry

Entry and work within confined spaces has historically presented specific hazards that if not controlled cause significant injury and loss of life in many Australian industries. This is mainly as a result of a lack of understanding of the range of hazards that may be presented by confined spaces and the use of inappropriate entry and work controls which inherently present atmospheric and engulfment risks.

The following asset types are generally identified as confined spaces:
o Sewers, siphons and combined sewer /storm water systems, and sewage pumping station (SPS) wet wells.
o Treatment process tanks and conduits, including enterable grease traps.
o Water mains.
o Enclosed water distribution reservoirs.
o Storage tanks of any kind, including enclosed containment and retention devices.

Prior to proceeding with task determine if there is another way to do the job that eliminates the need to enter the Confined Space.
o Ensure appropriate planning is conducted and necessary SWMS is completed prior to entry.
o Ensure you are trained and competent in Confined Space Entry,
o Ensure a confined space permit is issued and authorised by a competent person,
o Ensure an emergency response protocol is in place,
o Ensure a standby person is in place at all times during confined space entry,
o Ensure gas testing is completed prior to and during confined space entry,
o Ensure no unauthorized person can access the confined space.

For further information refer to FCRC’s Confined Space Entry Procedure #3357469

Mobile Plant

o A SWMS for the management of people and plant shall be completed prior to work being conducted at a construction site,
o Always gain approval from the mobile plant operator before approaching the mobile equipment.
o Only operate mobile plant if you are trained and competent.
o Burst protection installed for plant that is used to lift.
o Ensure daily inspections of mobile plant are completed to ensure it is safe to operate.
o Wear a seatbelt when operating mobile plant.
o Drive mobile plant to suit the conditions.
In relation to this equipment, contractors must ensure the following:
- Load bearing capacities shall be adhered to at all times.
- Loads shall not be suspended or travel over people.
- Loads being transported shall be secured.

For further information refer to FCRC’s SWMS Movement of Mobile Plant # 3540554

**Scaffolding**

In relation to this equipment, contractors must ensure the following:
- Scaffolding shall comply with AS 1576 Scaffolding; be erected, maintained and dismantled by suitably qualified scaffolders;
- If scaffolding height exceeds 4 meters the scaffolding shall have edge protection, safe access and egress, be inspected and marked as safe to use by a suitably qualified scaffolder before use, after any alteration or at intervals no greater than 30 days.

For further information refer to WHS Management Procedure - Working at Height #2100934

**Excavations**

Excavation and trenching controls must be in place to effectively control risks associated with excavation and trenching and minimise the risk to the general public arising from trenching and excavation works

- Ensure that Dial Before You Dig has been completed before any excavation work commences,
- Identify, locate and if necessary isolate all underground hazards prior to excavating,
- Control all ground movements to prevent collapse with appropriate shoring, benching, battering,
- Never enter an excavation over 1.5 mtr deep without a documented SWMS for trenching/excavation,
- Ensure that the excavation has a safe method of egress and access,
- Ensure no petrol driven vehicles or equipment are allowed in or near the excavation due to the potential for fumes to accumulate in the excavation,
- Ensure appropriate controls are in place to minimise risk of persons or other items falling into the excavation.

For further information refer to FCRC’s SWMS Work in or Near Trenching over 1.5 - 3540567

**Lifting Operations**

- Never walk or work under a suspended load.
- Ensure only competent persons plan and undertake lifting operations.
- Never exceed the capacity of the lifting equipment.
- Ensure plant and equipment is inspected prior to undertaking lifting operation.
- Ensure exclusion zones are implemented and enforced around lifting operations.

For further information refer to WHS Management Procedure – Lifting Equipment # 3450929

**Asbestos**

Asbestos may be found in buildings (asbestos-cement sheeting) or AC pipes (old water/sewer pipes), and can lead to serious health problems when inhaled. It essential that a management system is in place to ensure that identified hazards are controlled so far as is reasonably practicable to protect FCRC employees, contractors and the community from real or potential asbestos related hazards.

- Class B Certification is required for the removal of more than 10m²;
- A SWMS must be available on site where work is being carried out and an asbestos removal control plan must be in place where appropriate;
Appropriate PPE and procedures must be implemented prior to any work involving asbestos as per the national code of practice;

Asbestos has been identified in some FCRC buildings and assets. Before any drilling, cutting or grinding of walls, ceilings etc. takes place; reference must be made to the asbestos management plan and registers which will be contained onsite and discussed during a site induction. The location of asbestos on site will be identified with appropriate warning signage.

For further information refer to FCRC’s SWMS Working with or around ACM #3540582

Fire prevention

- Fire protection requirements must be considered prior to the commencement of work.
- The contractor must conduct work in a manner so as to prevent the proliferation of fire. This may involve careful selection of tools, work methods and materials.
- Contractors are also responsible for ensuring flammable liquids remain closed when not in use and be stored in appropriate facilities.

Manual Handling

Incorrect lifting techniques can cause serious injuries and accidents.
- Prior to the commencement of work, contractors must establish safe manual handling methods in accordance with state regulations.
- Contractors and their employees shall be appropriately trained in their organisations’ safe manual handling methods, along with training on the use of any lifting aids provided.

Noise and vibration

- Works generating noise and vibration should be limited to between 7.00am and 6.00 pm weekdays (excluding public holidays). Such works outside these hours must be authorised by the FCRC contract manager.
- The contractor is responsible for signposting work areas requiring hearing protection and for ensuring such protection is available and used by all persons entering into that area when noisy works are in progress.
- Use silenced equipment where possible.
- Notify affected residents in advance.

Working around Water

Due to the nature of the FCRC business there are a number of ponds, effluent ponds and storage dams that are present on our assets and contractors are to take into consideration the following:
- Be aware that not all of these water sources have edge protection due to remoteness and location;
- Due to storms there is a potential for multiple roads in the district to become flooded and restrict access in and out of Hervey Bay and Maryborough;
- Ensure you carry a means of raising the alarm, (i.e. Mobile phone, Personal Location Beacon);
- Plan your journey when trying to get home;
- Do NOT drive through flood waters.

For further information please refer to SWMS – work carried out or near water bodies # 3554121

Biological Hazards

Biological hazards exist from the exposure to raw and untreated sewerage and needle stick injuries. This exposure primarily occurs when working on sewerage systems or working at wastewater treatment plants.
- Always follow good hygiene practices – washing and sanitising hands before eating drinking or smoking etc.
Always wear appropriate PPE when working with sewerage – gloves, disposable overalls, eye protection etc.

**Slips Trips and Falls**

Slips, trips and falls can happen in any workplace. They can occur at the entry of a building, in the kitchen, at treatment plant, on loading docks, on construction sites and even as you walk outside the building.

- Keep walkways and work areas clear of obstructions and trip hazards;
- Clean up spills when they occur and ensure good housekeeping;
- Clearly mark edges of steps and changes in floor height;
- Ensure adequate lighting.

**Hazardous Chemicals**

FCRC uses a number of hazardous chemicals as part of our treatment processes, these include:

- Liquid chlorine and Sodium Hypochlorite.
- Sodium hydroxide.
- Aluminum Sulphate and Polymer.
- Carbon Dioxide.
- Hydrated lime.

The purpose of a management system for Hazardous Substances is to ensure that safe systems of work are employed to eliminate any risk of exposure to its staff, contractors and visitors engaged in the use, storage and handling of hazardous substances.

- Do not conduct any work on these systems unless prior arrangements have been made with the plant operator.
- Ensure you have been appropriately trained prior to using or handling hazardous substances.
- Ensure you test and verify the safety shower and eye wash prior to working with hazardous chemicals.
- Wear appropriate PPE – protective clothing, eye protection (refer to SDS).

For further information refer to FCRC’s safety management system procedure # 2539016

**PCB’s (Polychlorinated Biphenyls)**

- Care should be taken to avoid spillage or leakages of PCBs. Contractors are responsible for ensuring a safe system of handling, removal, labelling and disposal of contaminated electrical equipment.
- A risk assessment must be available on site where work is being carried out and must ensure appropriate safe systems of work and PPE requirements.

**Traffic Management**

- Ensure a traffic management plan is developed and approved by the relevant authority prior to work starting.
- Ensure there is safe access for both vehicles and pedestrians.
- Ensure traffic control equipment is in good condition and being used by competent persons.
- Ensure suitable parking areas are defined for the worksite.
- All permanently manned sites have a 10km/h maximum speed limit.

**ENVIRONMENTAL HAZARDS**

**Emissions to Air**

Emissions to air could include odours, fumes, dust, spray and smoke. Work involving heavy equipment or powered tools can create dust and noise.
FRASER COAST REGIONAL COUNCIL

COUNCIL PROCEDURE

Make use of dust suppression techniques during construction works and limit earthworks or clearing activities during dry or windy conditions.

Cover stockpiles with water spray.

Minimise exposure of odourous material and ensure appropriate measures are put in place to treat odourous materials exposed.

Undertake regular maintenance on equipment to minimize emissions.

Notify affected residents in advance.

Release to Water & Land

A release to water (surface and groundwater) and/or land includes any item in solid liquid or gas phase, released to these environments, that could potentially cause environmental harm e.g. sewage, weeds and disease, chemicals, sediment from erosion, contaminated water and any form of waste. Ensure potential contaminants are correctly stored so that if a spill does occur, the contaminant can be appropriately contained and cleaned up and there is no discharge directly into the environment. Where a discharge is unavoidable, such as in the case of dewatering liquids, contaminants should be appropriately treated and neutralized before reaching the environment.

Ensure that all contaminants removed from a site are disposed of in accordance with the relevant legislation for the contaminant or, where no legislation exists, in an environmentally responsible manner and at approved disposal sites.

Where appropriate, ensure a Soil Erosion and Sediment Management Plan is developed and implemented as part of the EMP.

Ensure all shoes, clothing, equipment and vehicles entering and leaving all sites are clean and free from weeds to prevent their spread across FCRC sites. The specified wash down areas should be used and the site list from FCRC’s Weed Management Plan consulted to determine which sites have identified weeds and which sites require additional preventative measures due to biosecurity threats.

Acid Sulphate Soils

Where excavations are scheduled on land that has the potential to have acid sulphate soils (ASS):

Ensure the required tests are undertaken to determine whether ASS’s are present.

Ensure that ASS’s are managed in accordance with FCRC’s ASS EMP.

Vegetation

Clearing of native vegetation without appropriate permits where required can result in heavy financial penalties. Native vegetation includes all species of water-based or land-based indigenous plants, and can even include dead vegetation unless exempted by regulations. Actions that disturb native plants, even if it’s only one plant, require approval permits, especially in sensitive areas such as wetlands.

Ensure any permits required for vegetation removal are arranged prior to the removal of the vegetation.

Ensure all vegetation required to be cleared as part of the contract works has been assessed within the Environmental Management Plan.

Ensure all vegetation to remain on site is appropriately protected during any scheduled works.

Ensure that safety risks have been considered and procedures put in place to manage the safety hazards associated with vegetation clearing or management.
Instrument of Appointment – Engagement Agreement

All contractors must sign a copy of the Corporate Safety and Environmental Induction form to acknowledge receipt and their understanding of FCRC policies and procedures. All signed acknowledgement forms shall be kept on relevant project files and a copy given to the contract manager for record keeping purposes.

Contractor Engagement – Instrument of Appointment

Location: ___________________________________________________ Date: ____/____/_____

Brief Description of Works: _____________________________________________________________

Company Name: _____________________________________________________________________

I, ______________________________________ being the contractor/contractor’s representative, shall:

a) Conduct works in a manner that shall comply with the Work Health and Safety Act 2011, the Work Health & Safety Regulation 2011 and applicable Codes of Practice.

b) Not cause hazard or risk of injury or damage to Fraser Coast Regional Council’s, contractors, employees, proprietors, clients or the general public. All incidents, near misses and hazards are to be reported and documented on FCRC Event Notification form (#3190520).

c) Obey any reasonable safety direction by Fraser Coast Regional Council’s representatives and where applicable, conform to Fraser Coast Regional Council’s safety rules and policies.

d) As a minimum, conduct risk assessments for hazards associated with the work being performed. These must be documented, provided to the Contract Manager and held on the work site.

e) Where applicable, make available a copy of Safe Work Method Statements to the Fraser Coast Regional Council representative for works that are a "high risk construction activity" (e.g. confined spaces, trenching) or if the work is a “prescribed activity” (asbestos removal or demolition) a Construction Safety Plan under the Work Health & Safety Act 2011.

f) Will at all times, wear appropriate personal protective equipment as deemed necessary by statutory requirements or by Fraser Coast Regional Council’s representative.

g) Understand that any works that are carried out in any manner which does not comply with the requirements of Work Health and Safety legislation or places Fraser Coast Regional Council’s staff, clients and public at risk, shall constitute a breach of contract and shall constitute grounds for the contract to be terminated.

h) Will ensure that all on-site personnel under the contractors control have undertaken an on-site safety induction and corporate induction training when directed by Fraser Coast Regional Council or its clients.

i) Ensure licences, certificates, general construction safety cards, are available at all times to Fraser Coast Regional Council’s representatives or clients.

j) As the Fraser Coast Regional Council remains the owner of the workplace, inspections may be made of the site to ensure compliance. I agree to ensure any rectification actions communicated to me by Fraser Coast Regional Council or its clients will be addressed in a prompt manner.

Contractors’ Name: ___________________________________ Position: ______________________

Signed: ______________________________________ Date: ____/____/______
PURPOSE:

The purpose of this Contractor Engagement – High Risk Construction procedure is to ensure that contractors involved in construction activities, high risk work or projects where the contractor will hold the role of Principal Contractor for the project, receive appropriate health and safety information to enable them to conduct their work in a safe manner.

SCOPE:

This procedure has been developed for the engagement and induction of contractors conducting construction work, high risk work, or activities where the contractor will act as the Principal Contractor.

RESPONSIBILITIES:

Contractor Managers are responsible for:

- Completing this engagement procedure with the Principal Contractor (PC).
- Coordinating or delivering site inductions to all contractors involved in the activity.
- Training and providing the PC with a copy of this procedure so they are aware of their responsibilities.
- Maintaining oversight of the PC operations to ensure that risks are effectively managed. (This may be an ongoing process, with risks identified at different stages of the life of an agreement).
- Ensuring that the PC applies effective risk management strategies as determined by obtaining and reviewing its safe work procedures.

Principal Contractor (PC) is responsible for:

- Ensure WHS induction training is undertaken by employees, agents and contractors of the contractor entering any Council premises.
- Prepare, implement, update and make available WHS management plans.
- Ensure that copies of parts of the WHS Management Plan that are relevant to any sub-contractor are provided to the sub-contractor before the sub-contractor commences work.
- Ensure that if any change is made to the WHS Management Plan during the course of the work, a copy of the plan that has been changed and that is relevant to the subcontractor is provided as soon as reasonably practicable after the change is made.
• Ensure that each sub-contractor provides written safe work method statements before commencing work.
• Direct and monitor compliance with applicable legislation, safe work method statements or procedures.
• Keep a register of all hazardous substances and other substances stored on site.
• Communicate any WHS issues as they arise, including any Work Health Safety Queensland notifiable events.

**Manager Safety and Wellbeing** is responsible for:
• Implementing and maintaining this procedure;
• Providing training and guidance with the implementation of this procedure.

**Safety Team** is responsible for:
• Monitoring the implementation of this procedure through internal and external audits of construction activity.
• Assisting in the assessment of contractors WHS Management systems where appropriate.

**CONTRACTOR CLASSIFICATION:**

The contractor engagement process applicable to high risk or construction activities is classified under this procedure as either;

- High Risk – Level 1 (No PC)
- High Risk – Level 2 (PC Appointed)

The flow chart below has been developed to assist you in identifying the appropriate engagement requirements based on these classifications.
**High Risk Level 1 – No Principal Contractor**

Activities classified as a Level 1 pose a significant risk of serious injury or illness and may involve, but are not limited to, any of the following tasks:

- Construction work;
- Maintenance work;
- Working in confined spaces;
- Working at heights;
- Working with Asbestos – including demolition;
- Working with gas;
- Electrical work;
- Use of a hazardous substance;
- Excavation work;
- Entry into a restricted access area (treatment plant, laboratory);
- Use of subcontractors in any of the above.

Other activities may also be classified as High Risk Level 1 if significant risk is identified at the conclusion of the risk assessment process or legislative obligation. For example this may include labour work for installation of new plant or equipment.

The following minimum WHS requirements must be undertaken prior to the commencement of a High Risk Level 1 activity without the need for PC:

- Issuing the contractor with Contractor Engagement (Safety and Environmental) general - refer to #2886944.
- Completing the onsite induction checklist.
- Reviewing the contractors safe work method statements, and
- Obtaining copies of any relevant license, insurances and workers compensation details.

**High Risk Level 2 – where a Principal Contractor is appointed**

For contracts that involve the same tasks listed in section above with one of the following inclusions:

- Construction work is undertaken and the cost of the work exceeds $250,000, or
- High risk construction work is undertaken, the cost of the work does not exceed $250,000, however a decision has been made to appoint a PC, or
- Demolition or asbestos removal work for which a license is required.

When an external contractor is appointed as PC this should be written in the contract specification. Where Council is acting as the PC this should also be documented within the project file or other supporting documentation.

The minimum WHS requirement that must be undertaken prior to the commencement of a High Risk Level 2 activity with a PC includes:

- Completion of the Contractor Evaluation Checklist;
- Issuing the contractor with Contractor Engagement (Safety and Environmental) general - refer to #2886944;
- Completing the induction checklist;
- Obtaining copies of any relevant license, insurances and workers compensation details;
- Obtaining a copy of the WHS Management Plan ensuring that the PC distributes to all contractors;
- Reviewing the contractor’s safe work method statements and updating the WHS Management plan as required.
CONTRACTOR EVALUATION – PRIOR TO AWARDING CONTACT:

Prior to a contract being awarded a contractor evaluation must be completed to ensure that the potential contractor/s safety management system (SMS) is sufficient and meets the minimum requirements of Councils WHS SMS.

Council is required to measure and assess the capacity of contractors to comply with WHS specifications and requirements of the WHS Act, Regulations, Standards and Codes. This evaluation is to be incorporated into the selection of contractors prior to the appointment.

The organisation being evaluated must demonstrate that there is a WHS system in place to address the risk(s) associated with the contracted works. The Contractor Evaluation should define the minimum requirements for a potential contractors WHS management system.

Assessments of the contractors WHS system should be conducted by the Contract Manager, assistance may be sought from the WHS team. Examples of documentation relevant to the contract should be included in the evaluation process:

- WHS Policies.
- Procedures.
- Safe Work Method Statements and risk assessments for plant and equipment.

Organisations which have been externally accredited WHS management systems shall be deemed capable of meeting councils requirements. Where a contractor does not demonstrate an ability to meet the established WHS requirements, the contractor shall not commence work until council is provided with sufficient systems and or procedures in place to manage the risk. Copies of the evaluation and supporting documentation shall be retained by the appointed Contract Manager. Contractor evaluations will remain current for a period of 3 years.

For services which are classified as a High Risk Level 1 activity and do not require the appointment of a PC, the service provider’s capacity to meet health and safety requirements shall be assessed by Contract Manager. The assessment shall include the review of safe work method statements, risk assessments or other WHS documentation according to the WHS risk associated with the contracted activities.

CONTRACT SPECIFICATION:

While WHS legislation requires both Council and its contractors to work safely, the documented specification of WHS requirements in relation to the work being performed prevents confusion and incorrect assumptions.

Where it is identified that the work poses a risk to health and safety, contract documentation is required to define the required health and safety requirements, including:

- Appropriate legislative requirements;
- Identification of PC;
- Elements of this procedure as required;
- Reference to site specific health and safety risk and the controls required;
- The parties responsible for the implementation of the risk controls;
- Provisions for inductions;
- Inspection test and audit records;
- Health and safety performance.

For further specification requirements please refer to:

- Detail Design procedure #2538711
- Scope Development Procedure #2538709
- Project Procurement procedure #2538727
At a minimum, contract documentation shall include a general statement of WHS requirements.

**CONTRACT MANAGEMENT:**

**WHS Management Plans**

WHS Management Plans must be provided by the PC (including where Council is the PC) for:
- Construction work exceeding the value of $250,000.
- Demolition work or asbestos removal where a license is required.

The WHS Management Plan must include the following as stated in the Regulation:
- A statement of responsibilities listing names, positions and responsibilities of all persons who have specific WHS responsibilities for the site.
- Details of arrangements for ensuring compliance with WHS induction training.
- Details of arrangements for managing WHS incidents.
- Any site safety rules and details for ensuring all persons working at the site are suitably informed.

The WHS Management plan is to be reviewed by the Contract Manager prior to the contract commencing. Where Council is appointed as the PC the WHS Management Plan shall be created using the WHS Management Plan template #2911251.

The PC must ensure that the WHS Management Plan is available for inspection during the course of the construction work by:
- Any person working at the place of work concerned and any person about to commence work at that place; and
- An employee, member of the safety committee, a Health and safety representative or a person who has been nominated to represent a group of employees in health and safety matters.

The PC must ensure that copies of parts of the WHS Management Plan that are relevant to any subcontractor are provided to the sub-contractor before the sub-contractor commences work.

The PC must also ensure that if any change is made to the WHS Management Plan during the course of the work, a copy of the plan that has been changed and that is relevant to the subcontractor is provided as soon as reasonably practicable after the change is made.

**SAFE WORK METHOD STATEMENTS:**

Safe Work Method Statements (SWMS) must be provided to the Contract Manager prior to the commencement of work where:
- Construction work exceeding the value of $250,000 or
- High risk construction work is undertaken and the cost of the work does not exceed $250,000 or
- Demolition work or asbestos removal where a license is required or
- Any type of work or service where there is a risk of health and safety or the need is identified by Council.

**CONTRACTOR INDUCTIONS:**

All contractors are required to attend a site specific induction involving areas of Council which they will be working at. Site specific inductions are coordinated with and delivered by Contract Manager and may involve the site owner.

Special inductions may be required for high risk areas within Council; this will need to be determined at the contractor meeting.
Contracts which are classified as High Risk Level 1 and Level 2 require the Contract Manger to issue this procedure and the Contractor Engagement (Safety and Environmental) procedure refer to #2886944 to ensure that contractors are aware of their responsibilities under WHS Legislation and Council specific procedures.

**CONTRACTOR INCIDENT MANAGEMENT:**

*Injuries and Notifiable Events*

Where an injury has occurred to a contractors employee or sub-contractor in relation to works performed at council, notification is required to be communicated to the Contract Manager within 24 hours of the incident occurring.

If the injury is classified as a ‘notifiable event’ as prescribed in the Act, notification must be lodged with WHSQ immediately and communicated to the nominated Contract Manager as soon as possible.

*Serious Injury/Illness and Dangerous Events*

Serious injuries/illnesses and dangerous events are defined in Part 3 of the Act (refer Definitions).

In the instance of a serious injury/illness or dangerous event occurring the contractor shall contact councils Contract Manager to ensure that the scene is preserved.

In the initial notification stage, notification of the event must be reported to WHSQ within 24 hours of the event occurring. Notification of the event must then be made to the Contract Manager along with any corrective actions. A joint investigation of the causes of the incident will occur by the safety team as soon as practicable. Any corrective actions resulting from WHSQ inspection shall be reported to the Contract Manger and the safety team in writing.

**MONITORING CONTRACTORS:**

Monitoring of contractor safety performance is a critical requirement in contractor management. It sends a clear message to contractors that safety issues are a priority and ensure that health and safety legislation, codes and standards are met and maintained.

Monitoring activities of contractor performance should be conducted against their WHS management System and any specific WHS requirements as defined in the contract. Their WHS management system should outline items such as activities for the following:

- Risk management,
- Training,
- Sub-contractor management.

Frequency of monitoring contractors will be determined by the risk of the work being undertaken. Major contracts may be monitored by the following means:

- Review of the site inspections conducted by the contractor,
- Advising the contractor of newly identified hazards ad risks,
- Monitoring and following up on corrective actions where non-conformance are identified,
- A review of accident and incident reports, third party reports (WHSQ) and complaints.

Monitoring activities by the contract manager for major contracts involving the appointment of a PC are to include the following:

- Regular meetings with the contractor to discuss WHS performance issues. Minutes of these meetings are to be recorded to communicate action items raised at the meeting.
- Periodic inspection of work activities to verify that SWMS are being implemented.
• Completion of WHS performance report for contractors for major contracts which extend over a 1 month period.
• Monitoring a specific WHS requirement which is outlined in the contract.

Contractor Non-Compliance
If during the execution of the contract, a contractor or sub-contractor is in breach of any WHS requirement; all work with regards to that activity shall be suspended. The contractor shall be alerted to the matter in person and in writing by council's Contract Manager. Work cannot recommence until the Contract Manager is satisfied that adequate risk controls are in place to avoid risk of injury.

Poor WHS performance, including one-off instances or continuous breaches of WHS requirements can lead to the termination of a contract and failure of not be awarded any further contract work.

COMMUNICATION & CONSULTATION:
The contents of this procedure are available via:
• Intranet (electronic copy); and

Notification of significant change to the document will be through the same media and be accompanied by a copy of the updated section/document. Once the new or updated document is active on the Document Portal, the document owner/authoriser will distribute to the relevant stakeholders.

Consultation shall be conducted in accordance with the WHS Consultation, Cooperation and Coordination procedure.

ANALYSIS & EVALUATION:
Not applicable

DEFINITIONS
Competent Person: a person who has, through a combination of training, education and experience, acquired knowledge and skills enabling that person to perform correctly a specific task.
Contract Manager: means for the purpose of this procedure any delegated council employee who engages the services of a contractor to perform works on behalf of Fraser Coast Regional Council (Council).
Construction Project: construction project is any project that involves construction work where the cost is $250 000 or more.

Dangerous Event: Is an event that exposes a worker or any other person to a serious risk resulting from an immediate or imminent exposure to:
• an uncontrolled escape, spillage or leakage of a substance
• an uncontrolled implosion, explosion or fire
• an uncontrolled escape of gas or steam
• an uncontrolled escape of a pressurised substance
• electric shock: examples of electrical shock that are not notifiable
  • ‘extra low voltage’ shock (i.e. arising from electrical equipment less than or equal to 50V AC and less than or equal to 120V DC)
  • shock due to static electricity
  • defibrillators are used deliberately to shock a person for first aid or medical reasons
• examples of electrical shocks that are notifiable
  o minor shock resulting from direct contact with exposed
  o live electrical parts (other than ‘extra low voltage’) including shock from capacitive discharge
• the fall or release from a height of any plant, substance or thing
• the collapse, overturning, failure or malfunction of, or damage to, any plant that is required to be design or item registered under the Work Health and Safety Regulations
• the collapse or partial collapse of a structure
• the collapse or failure of an excavation or of any shoring supporting an excavation
• the inrush of water, mud or gas in workings, in an underground excavation or tunnel, or
• the interruption of the main system of ventilation in an underground excavation or tunnel.

**Document Portal:** Document search tool located on the intranet.

**High Risk Construction Work:** Is defined in the WHS Regulation as:
- Involves a risk of person falling more than 2m, or
- Is carried out on a telecommunication tower, or
- Involves demolition of an element of a structure that is load bearing, or otherwise related to the physical integrity of the structure; or
- Involves or is likely to involve the disturbance of asbestos, or
- Involves structural alterations or repairs that require temporary support to prevent collapse, or
- Is carried out in or near a confined space or
- Is carried out in or near a shaft or trench with an excavated depth greater than 1.5mt or a tunnel, or
- Involves the use of explosives, or
- Is carried out on or near pressurised gas distribution mains or piping, or
- Is carried out on or near chemical, fuel or refrigerant lines, or
- Is carried out on or near electrical installations or services, or
- Is carried out in an areas that may have a contaminated or flammable area, or
- Involves tilt up or precast concrete, or
- Is carried out on or adjacent to a road, railway, shipping lane or other traffic corridor that is in use by traffic other than pedestrians, or
- Is carried out in an area in which there is any movement of powered mobile plant, or
- Is carried out in an area in which there are artificial extremes of temperature, or
- Is carried out in or near water or other liquefied that involves a risk of drowning, or Involves diving work

**Principal Contractor:** Is a contractor who is authorised by **council** to have management or control of the workplace where construction work (work valued at $250 000 or more) will take place.

**Serious injuries/illnesses:** For section 36 of the Act, each of the following conditions is a serious illness—
(a) any infection to which the carrying out of work is a significant contributing factor, including any infection that is reliably attributable to carrying out work—
   i. with microorganisms; or
   ii. that involves providing treatment or care to a person; or
   iii. that involves contact with human blood or body substances; or
   iv. that involves handling or contact with animals, animal hides, skins, wool or hair, animal carcasses or animal waste products;
(b) the following occupational zoonoses contracted in the course of work involving handling or contact with animals, animal hides, skins, wool or hair, animal carcasses or animal waste products—
   i. Q fever;
   ii. Anthrax;
   iii. Leptospirosis;
   iv. Brucellosis;
   v. Hendra Virus;
vi. Avian Influenza;

vii. Psittacosis.

RELATED DOCUMENTS:

*Work Health and Safety Act 2011*
*Work Health and Safety Regulation 2011*

Contractor Engagement (Safety and Environmental) general #2886944
Detail Design procedure #2538711
Scope Development Procedure #2538709
Project Procurement procedure #2538727
Project Implementation procedure #2538730
External Stakeholder Management Procedure #2538720
Project Testing Manual #2538543
WHS Management Plan Template #2911251

HISTORY:

Amended: Feb 2018

Document Status/Review:

This procedure should be reviewed every two years, as directed by the Chief Executive Officer, or when required by legalisation.
The latest version of the Fraser Coast Regional Council Digital submission of as constructed information manual can be downloaded from the Council web site. Under - Development – Development Downloads, at the bottom of the page under As Constructed Documents there is a range of downloads that include:

- CD submission label,
- Information data form,
- Certification form, and
- Digital submission manual

The manual can alternatively be directly downloaded using the following link –

10. Principal Supplied Documents

FRASER COAST REGIONAL COUNCIL ("Principal")
77 Tavistock Street, Hervey Bay, Queensland, 4655
Tender No.: WBW 214 19/20
Project: Howard STP Collection: Gravity Main

NIL