



# REQUEST FOR TENDER

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CROYDON SHIRE COUNCIL  
DESIGN AND CONSTRUCT SIX (6) HOUSES  
FOR STAFF ACCOMMODATION

Request For Tender No: T13 2024-25



# CONTRACT (DESIGN AND CONSTRUCT: STANDARD RISK)

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CROYDON SHIRE COUNCIL  
DESIGN AND CONSTRUCT SIX (6) HOUSES  
FOR STAFF ACCOMMODATION

Request For Tender No: T13 2024-25

# Formal Instrument of Agreement

## PARTIES

Croydon Shire Council ABN 98 659 525 296 of 63 Samwell St, Croydon in the State of Queensland. Email tender documents to: ceo@croydon.qld.gov.au.

(*'the Principal'*)

ACN            of            ,            in the State of

(*'the Contractor'*)

## RECITALS:

- A. The *Contractor* has submitted an offer to carry out and complete the *WUC* and has given the *Principal* warranties and made representations to the *Principal*.
- B. In reliance on the warranties given and representations made by the *Contractor*, the *Principal* has accepted the *Contractor's* offer.
- C. The parties wish to enter into this *Contract* to record the terms of their agreement.

## THE PARTIES AGREE:

### 1. THE CONTRACT

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1.1 The *Contract* shall comprise the following documents:

- (a) this *Formal Instrument of Agreement*;
- (b) Annexure Part A to AS4902-2000 General conditions of contract for design and construct;
- (c) Annexure Part E to AS4902-2000 General conditions of contract for design and construct;
- (d) AS4902-2000 General conditions of contract for design and construct (as at March 2005, Reissued incorporating Amendment No. 1) (which form a part of this *Contract* notwithstanding that a copy is not physically incorporated into this *Contract*);
- (e) Annexure Part F – Specification;
- (f) Annexure Part B – Approved Form of Unconditional Undertaking (which forms a part of this *Contract* notwithstanding that a copy is not physically incorporated into this *Contract*);
- (g) Annexure Part C – Deed of novation (which forms a part of this *Contract* notwithstanding that a copy is not physically incorporated into this *Contract*);
- (h) Annexure Part D – Deed of novation (which forms a part of this *Contract* notwithstanding that a copy is not physically incorporated into this *Contract*);
- (i) Annexure Part G – Methodology;
- (j) Annexure Part H – Price Schedule;
- (k) Annexure Part I – Variation Rates; and

(I) Annexure Part J – Contractor's Statutory Declaration.

- 1.2 The *Contract* constitutes the entire, final and concluded agreement between the parties. It supersedes all prior representations, agreements, statements and understandings between the *Contractor* and the *Principal* (whether oral or in writing).
- 1.3 Where any obligation described in the *Contract* has been carried out by the *Principal* or the *Contractor* prior to the date on which the *Contract* is executed, that obligation shall be taken to have been carried out pursuant to, and the carrying out of that obligation shall be governed by, the *Contract* as if the obligation had been carried out after the *Contract* was executed.
- 1.4 Subject to subclause 8.1, if there is any ambiguity, inconsistency, conflict or discrepancy between any of the documents listed in clause 1.1 of this *Formal Instrument of Agreement* then the ambiguity, inconsistency, conflict or discrepancy shall be resolved by giving precedence to the document which places the highest or more onerous requirement on the *Contractor*. If that does not resolve the issue, then the documents will take precedence in the order set out in clause 1.1 of this *Formal Instrument of Agreement*, with the *Formal Instrument of Agreement* being the highest in the order.

## **2. INTERPRETATION**

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- 2.1 The contra proferentem rule and other rules of construction will not apply to the *Contract* to disadvantage a party whether that party put the clause forward, was responsible for drafting all or part of it or would otherwise benefit from it.
- 2.2 To the extent permitted by law, if either party consists of two or more persons the *Contract* binds such persons and their respective executors, administrators, successors and permitted assigns jointly and severally.
- 2.3 Each indemnity provided in the *Contract* is a continuing indemnity which survives the expiration or termination of the *Contract*. The *Principal* need not incur any expense or make any payment in order to rely on an indemnity.
- 2.4 The rights and remedies of a party to the *Contract* are in addition to the rights or remedies conferred on the party elsewhere in the *Contract*, at law or in equity.
- 2.5 If a provision of the *Contract* is void or unenforceable it must be severed from this *Contract* and the provisions that are not void or unenforceable are unaffected by the severance.
- 2.6 In the *Contract* the words 'include', 'includes' and 'including' shall be read as if followed by 'without limitation'.
- 2.7 The *Contract* may be executed in any number of counterparts and when executed communication of the fact of execution to the other party may be made by sending evidence of execution by email. For clarity, the parties consent to the *Contract* being executed electronically using DocuSign or an equivalent electronic method to identify the parties.
- 2.8 A reference in the *Contract* to a *legislative requirement* means a reference to that *legislative requirement* as amended or replaced from time to time.
- 2.9 In Annexure Part A, items or words which have been struck through are deleted from Annexure Part A and items or words which have been underlined have been added to Annexure Part A.

# Executed as an Agreement

## EXECUTION BY THE PRINCIPAL

**SIGNED** for and on behalf of Croydon Shire Council by its duly authorised representative in the presence of:

..... )  
Signature of witness ) Signature of authorised representative  
..... )  
Name of witness (block letters) ) Name of authorised representative  
..... )  
Date ) Date

## EXECUTION BY THE CONTRACTOR (WHERE SIGNATORY IS A CORPORATION)

**SIGNED** for and on behalf of the *Contractor* in accordance with its Constitution and Section 127 of the *Corporations Act 2001*:

..... )  
Director ) Director/Secretary  
..... )  
Name (block letters) ) Name (block letters)  
..... )  
Date ) Date

## EXECUTION BY CONTRACTOR (WHERE SIGNATORY IS NOT A CORPORATION)

**SIGNED** for and on behalf of the *Contractor* by its authorised representative (who warrants and represents that it has the power to execute this *Contract* on behalf of the *Contractor*) in the presence of:

..... )  
Signature of witness ) Signature  
..... )  
Name of witness (block letters) ) Name of authorised representative  
..... )  
Date ) Date

# Annexure Part A to AS4902 – 2000

ANNEXURE to the Australia Standard

General conditions of contract for design and construct

AS4902-2000

## PART A

This Annexure shall be completed and issued as part of the tender documents and, subject to any amendments to be incorporated into the *Contract*, is to be attached to the General Conditions of Contract and shall be read as part of the *Contract*.

### Item

1	<i>Principal</i> (clause 1)	Croydon Shire Council ABN 98 659 525 296
2	<i>Principal's address</i>	63 Samwell St, Croydon
3	<i>Contractor</i> (clause 1)	ACN ABN
4	<i>Contractor's address</i>	
5	<i>Superintendent</i> (clause 1)	ACN
6	<i>Superintendent's address</i>	
7*	(a) <i>Date for practical completion</i> (clause 1)  OR  (b) <i>Period of time for practical completion</i> (clause 1)	15 October 2025
8	Governing law (clause 1(h))	Queensland  If nothing stated, that of the jurisdiction where the <i>site</i> is located
9	(a) Currency (clause 1(g))  (b) Place for payments (clause 1(g))  (c) Not used	AUD If nothing stated, that of the jurisdiction where the <i>site</i> is located  Payments will be made by electronic transfer into the bank account last notified in writing by the <i>Contractor</i> to the <i>Principal</i> .

# Annexure Part A to AS4902 – 2000

10	The <i>Principal's project requirements</i> are described in the following documents (clause 1)	1 <i>Preliminary design</i> (if included in <i>Item 11</i> ) 2 ..... 3 .....
11	Preliminary design (clause 1)	(a) A <i>preliminary design</i> is: <input checked="" type="checkbox"/> is included <input type="checkbox"/> is not included in the <i>Principal's project requirements</i> .  If nothing selected, a <i>preliminary design</i> is not included.  (b) The <i>preliminary design</i> documents are included with in these documents.
11A	<u><i>Contract sum</i></u> (clause 1 and clause 2)	<u>The <i>Contract</i> is a:</u> <input type="checkbox"/> <u><i>schedule of rates contract</i></u> <input checked="" type="checkbox"/> <u><i>lump sum contract</i></u> <u>If nothing stated, the <i>Contract</i> is a <i>lump sum contract</i>.</u>
12	Quantities in <i>schedule of rates</i> , limits of accuracy (subclause 2.5(a)(b) and 2.6(b))	Upper Limit N/A Lower Limit N/A If nothing stated, upper limit is 120%, lower limit is 80%
13	<i>Provisional sum</i> , percentage for profit and attendance (clause 3)	No profit and attendance is payable.
14*	<i>Contractor's security</i>	
	(a) Form (clause 5)	Two (2) unconditional bank guarantees in equal amounts.
	(b) Amount or maximum percentage of <i>contract sum</i> (clause 5)	5%  If nothing stated, 5% of the <i>contract sum</i>
	(c) If retention moneys, percentage of each <i>progress certificate</i> (clause 5 and subclause 37.2)	Nil  If nothing stated, 10% until the limit in <i>Item 14(b)</i>
	(d) Time for provision (except for retention moneys) (clause 5)	Within 10 <i>business days</i> after the <i>date of acceptance of tender</i>  If nothing stated, within 10 <i>business days</i> after <i>date of acceptance of tender</i>
	(e) Additional <i>security</i> for unfixed plant and materials (subclauses 5.4 and 37.3)	Not applicable  \$

# Annexure Part A to AS4902 – 2000

	(f) <i>Contractor's security</i> upon <i>certificate of practical completion</i> is reduced by (subclause 5.4)	50% of amount held If nothing stated, 50% of amount held	
15*	<i>Principal's security</i>		
	(a) Form (clause 5)	Not applicable	
	(b) Amount or maximum percentage of <i>contract sum</i> (clause 5)	Not applicable If nothing stated, nil	
	(c) Time for provision (clause 5)	Not applicable If nothing stated, within 20 <i>business days</i> after the <i>date of acceptance of tender</i>	
	(d) <i>Principal's security</i> upon <i>certificate of practical completion</i> is reduced by (subclause 5.4)	Not applicable If nothing stated, 50% of amount held	
16	<i>Principal-supplied documents</i> (subclause 8.2)	Document Copy of Contract If nothing stated, 5 copies of the drawings, specification, <i>bill of quantities</i> or <i>schedule of rates</i> (if any)	No. of copies 1
17	Documents, numbers of copies, and the times or stages at which they are to be supplied by the <i>Contractor</i> (subclause 8.3)		
	Document	No. of copies	Time/stage
	Preliminary Design (90%)	1 x email PDF	Week 4
	Building certification (including all supporting information including engineering Form 15).	1 x email PDF + original hard copy	Week 8
	QA documents (including progress RPEQ certification & photos)	1 x email PDF	Required for approval of all progress claims.
	Updated program & cash flow	1 x email PDF	Monthly
	Completed works certification (including commissioning / trade signoff, engineering Form 16, as constructed adjustments/markups and project photographs of completed work).	1 x email PDF for Council review and 1 x original documents.	Practical Completion



# Annexure Part A to AS4902 – 2000

18	Time for <i>Superintendent's direction</i> about documents (subclause 8.3)	If nothing stated, 10 <i>business days</i>	
19	Subcontracting (subclause 9.2)	<i>Work by consultants</i>	Work by others
		The whole or any part of <i>WUC</i>	The whole or any part of <i>WUC</i>
20	Novation (subclause 9.4)	<i>Subcontractor or selected subcontractor</i> as the case may be	Particular part of the <i>preliminary design</i> or <i>selected subcontract work</i> , as the case may be
		Not applicable	Not applicable
21	<i>Intellectual property rights</i> granted to the <i>Principal</i> , the Alternative applying (subclause 10.2)	Alternative 1 If nothing stated, Alternative 1 applies	
22	<i>Legislative requirements</i>	None excepted	
	(a) Those excepted (subclause 11.1)		
	(b) Identified <i>WUC</i> (subclause 11.2(a)(iii))		
22A	<u>Portable long service</u> (subclause 11A.1)	<u>The:</u> <input type="checkbox"/> <u>Principal</u> <input checked="" type="checkbox"/> <u>Contractor</u> <u>is to make payments and give notices under the Building and Construction Industry (Portable Long Service Leave) Act 1991 (Qld)</u> If nothing selected the <i>Principal</i> is to do so	
22B	<u>Work, health and safety</u> (Clause 12A) <u>Engagement as principal contractor</u>	<u>The Contractor:</u> <input checked="" type="checkbox"/> <u>is engaged</u> <input type="checkbox"/> <u>is not engaged</u> <u>as principal contractor under the Work Health and Safety Regulation 2011 (Qld).</u> <u>If nothing selected, the Contractor is not appointed as principal contractor.</u>	

## Annexure Part A to AS4902 – 2000

22C	<u>The Contractor's liability is limited to (clause 1 and clause 15A)</u>	Not Limited				
22D	<u>The Principal's liability is limited to (clause 1 and clause 15A)</u>	The amount of the <i>contract sum</i> as adjusted pursuant to the <i>Contract</i> .				
23	Insurance of <i>the Works</i> (clause 16A)					
	(a) Alternative applying	Alternative 1 If nothing stated, Alternative 1 applies				
	If Alternative 1 applies					
	(b) Provision for demolition and removal of debris	20% of the contract sum				
	(c) Provision for <i>consultants' fees</i> and <i>Principal's consultants' fees</i>	10% of the contract sum				
	(d) Value of materials or things to be supplied by the <i>Principal</i>	Nil				
	(e) Additional amount or percentage	10% of the total of paragraphs (a) to (d) in clause 16A				
24	Professional indemnity insurance (clause 16B and subclause 9.2(d))					
	(a) Levels of cover of <i>Contractor's</i> professional indemnity insurance shall be not less than	\$5 million				
	(b) Period for which <i>Contractor's</i> professional indemnity insurance shall be maintained after issue of the <i>final certificate</i>	6 years				
	(c) Categories of <i>consultants</i> and levels of cover of <i>consultants' professional indemnity insurance</i>	<table border="0" style="width: 100%;"> <tr> <td style="width: 50%;">Category</td> <td style="width: 50%;">Levels of cover</td> </tr> <tr> <td style="padding-left: 20px;">All or any consultant</td> <td style="padding-left: 20px;">\$1 million</td> </tr> </table>	Category	Levels of cover	All or any consultant	\$1 million
Category	Levels of cover					
All or any consultant	\$1 million					
	(d) Period for which each <i>consultant's</i> professional indemnity insurance shall be maintained after issue of the <i>final certificate</i>	6 years				

# Annexure Part A to AS4902 – 2000

25	Public liability insurance (clause 17)		
	(a) Alternative applying	Alternative 1	If nothing stated, Alternative 1 applies
	If Alternative 1 applies		
	(b) Amount per occurrence shall be not less than	Twenty million dollars \$20,000,000	If nothing stated, then not less than \$20,000,000
25A	<u>Key personnel</u> (Clause 23A)	<u>Name</u>	<u>Role</u> <u>Period*</u>
		<u>*If nothing stated then the key personnel shall perform the role until the end of the last Defects Liability Period to expire</u>	
26	(a) Time for giving access (subclause 24.1)	Within 20 <i>business days</i> after the <i>date of acceptance of tender</i>	
	(b) Time for giving possession (subclause 24.1)	Within 20 <i>business days</i> after the <i>date of acceptance of final design and building certification</i> .	
26A	<u>Working days and working hours</u> (clause 31)	<u>Working days</u>	<u>Working hours</u>
		Monday to Friday	7am to 6pm
		Saturday	7am to 4pm
		<u>but shall not include:</u>	
		a) <u>a public holiday, special holiday or bank holiday at the site;</u>	
		b) <u>22 December to 10 January in any year; or</u>	
		c) <u>any other day which the Contract elsewhere provides is a day on which work cannot be carried out</u>	
27	The information, materials, documents or instructions and the times by, or periods within which they are to be given to the <i>Contractor</i> (clause 32)	<u>Documents or instructions</u>	<u>Times/Periods</u>
28	<i>Qualifying causes of delay</i> , causes of delay for which <i>EOTs</i> will not be granted <del>(paragraph (b)(iii) of clause 1 and</del> subclause 34.3)	No EOT will be given for any event less than 1.2 times the 30-year monthly average or 30 mm whichever is greater.	
29*	Liquidated damages, rate (subclause 34.7)	\$1,000 per day	

## Annexure Part A to AS4902 – 2000

30*	<p>Bonus for early <i>practical completion</i> (subclause 34.8)</p> <p>(a) Rate</p> <p>(b) Limit</p>	<p>Not applicable</p> <p>per day</p> <p>\$</p> <p>OR</p> <p>% of <i>contract sum</i> If nothing stated, there is no waiver</p>				
31*	<p>Other <i>compensable causes</i> (page 1, clause 1 and subclause 34.9)</p>	<p>No other <i>compensable causes</i></p>				
31A*	<p><u>Delay costs, limit per <i>working day</i></u> (subclause 34.9)</p>	<p>_____</p> <p>If nothing stated, \$500 per <i>working day</i></p>				
32	<p><i>Defects liability period</i> (clause 35)</p>	<p>12 months</p>				
32A	<p><u><i>Variations, percentage for profit and overheads</i></u> (subclause 36.4)</p>	<table border="0" style="width: 100%;"> <tr> <td style="width: 50%;"><u>Profit</u></td> <td style="width: 50%; text-align: right;"><u>5%</u></td> </tr> <tr> <td><u>Overheads</u></td> <td style="text-align: right;"><u>5%</u></td> </tr> </table>	<u>Profit</u>	<u>5%</u>	<u>Overheads</u>	<u>5%</u>
<u>Profit</u>	<u>5%</u>					
<u>Overheads</u>	<u>5%</u>					
33	<p>Progress Claims (subclause 37.1)</p> <p>(a) Times for progress claims</p> <p>OR</p> <p>(b) Stages of <i>WUC</i> for progress claims</p>	<p>Last day of each month in which <i>WUC</i> is carried out up to and including the month in which <i>practical completion</i> is reached. Additional “extraordinary claims” to assist with cash flow issues may be considered by the Principal if requested in writing.</p>				
34	<p>Unfixed plant and materials for which payment claims may be made (subclause 37.3)</p>	<p>Nil</p>				
35	<p>Interest rate on overdue payments (subclause 37.5)</p>	<p>5 % per annum</p>				
36	<p>(a) Time for <i>Principal</i> to rectify inadequate access (subclause 39.7(a)(iii))</p> <p>(b) Time for <i>Principal</i> to rectify inadequate possession (subclause 39.7(a)(iv))</p>	<p>25 <i>working days</i></p> <p>25 <i>working days</i></p>				

# Annexure Part A to AS4902 – 2000

37 Not used

\*If applicable, delete and instead complete equivalent Item in the separable portions section of the Annexure Part A.

# Annexure Part E to AS4902 – 2000

## Part E

Annexure to the  
Australian Standard General Conditions of Contract for Design and Construct

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### Deletions, amendments and additions

1. The following clauses have been deleted from AS4902-2000

See below

2. The following clauses have been amended and differ from the corresponding clauses in AS4902-2000

See below

3. The following clauses have been added to those of AS4902-2000

See below

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### 1 INTERPRETATION AND CONSTRUCTION OF CONTRACT

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Delete the definition of '*bill of quantities*' and replace with:

**'bill of quantities** means a *price schedule*;

Insert a new definition of '*building contract*':

**'building contract** has the same meaning as given to that term in section 67AAA of the *Queensland Building and Construction Commission Act 1991* (Qld);'

Insert a new definition of '*business day*':

**'business day** means:

- (a) when used in the definition of *payment period*, has the same meaning as given to that term in section 67W of the *Queensland Building and Construction Commission Act 1991* (Qld);
- (b) otherwise, has the same meaning as in the *security of payment legislation*;

Insert a new definition of '*claim*':

**'claim** includes any claim, action, demand, proceeding, suit, defence or set-off, however arising including pursuant to a provision of the *Contract* (including any claim for a *variation*, an *EOT* or other adjustment of the *contract sum*), at law (including a breach of contract), under statute, in equity, in tort (including for negligence), in quasi-contract, for unjust enrichment and to the extent permitted by law, pursuant to any other principle of law, in connection with the *Contract*, the *Works* or *WUC*;

Insert a new definition of '*claimable amount*':

**'claimable amount** means:

- (a) the value of *work* carried out by the *Contractor* in the performance of the *Contract* which the *Contractor* is entitled to include in a progress claim; and

## Annexure Part E to AS4902 – 2000

- (b) amounts otherwise due from the *Principal* to the *Contractor* pursuant to the *Contract*;

Insert a new definition of '*compensable direction*':

**'compensable direction'** means a *direction* pursuant to subclause 8.1 that is necessitated solely because of an inconsistency, ambiguity, discrepancy or error in a part of the *Principal's project requirements* prepared by or on behalf of the *Principal* and which could not have been identified by a competent contractor at the time of the *Contractor's* tender if that contractor had inspected:

- (a) all written information made available by the *Principal* to the *Contractor* for the purpose of tendering;
- (b) all information influencing the risk allocation in the *Contractor's* tender and reasonably obtainable by the making of reasonable enquiries; and
- (c) the *site* and its near surrounds;

Insert a new definition of '*conflict of interest*':

**'conflict of interest'** means any actual, potential or perceived conflict between the interests of the *Contractor* and the *Contractor's* obligations under the *Contract*;

Delete the definition of '*Contract*' and replace with:

**'Contract'** has the meaning in clause 1.1 of the *Formal Instrument of Agreement*;

Delete the definition of '*contract sum*' and replace with:

**'contract sum'** means

- (a) where *Item 11A* states that the *Contract* is a *lump sum contract*, the sum of the lump sums contained in the *price schedule*; or
- (b) where *Item 11A* states that the *Contract* is a *schedule of rates contract*:
- (i) the sum of the products ascertained by multiplying the rates by the corresponding quantities in the *price schedule*; plus
- (ii) any lump sums contained in the *price schedule*,

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

Insert a new definition of '*Councillor*':

**'Councillor'** has the meaning given to that term in the *Local Government Act 2009* (Qld);

Delete the definition of '*date of acceptance of tender*' and insert:

**'date of acceptance of tender'** means the date which appears on the written notice from the *Principal* to the *Contractor* advising that the *Contractor's* tender or quotation (as the case may be) is successful or, where no such notice is issued means the date on which the *Contract* is executed by the last party to do so;

Delete paragraph (a) of the definition of '*date of practical completion*' and replace with:

## Annexure Part E to AS4902 – 2000

- (a) the date stated in a *certificate of practical completion* as the date on which *practical completion* was reached (which may be a date earlier than the date on which the *certificate of practical completion* is issued); or'

Insert a new definition of '*Formal Instrument of Agreement*':

**'Formal Instrument of Agreement** means the document of that name forming part of the *Contract*;

Insert a new definition of '*improper conduct*':

**'improper conduct** means:

- (a) engaging in misleading or deceptive conduct;
- (b) engaging in any collusive tendering, anticompetitive conduct, or any other unlawful or unethical conduct;
- (c) failing to declare a *conflict of interest* in breach of subclause 2A.2;
- (d) canvassing, attempting to improperly influence, offering any inducement to, or accepting or inviting improper assistance from, the *Principal's Councillors* or other *personnel* (or former *personnel*);
- (e) using any information improperly obtained, or obtained in breach of any obligation of confidentiality;
- (f) engaging in aggressive, threatening, abusive, offensive or other inappropriate behaviour or committing a criminal offence; or
- (g) engaging in conduct contrary to sections 199 and 200 of the *Local Government Act 2009* (Qld);'

Insert a new definition of '*informal variation direction*':

**'informal variation direction** means a *direction* by the *Superintendent* for a *variation* which is either:

- (a) not in writing; or
- (b) in writing but which does not expressly state that it is a *direction* for a *variation* pursuant to clause 36;'

Insert a new definition of '*liability limit*':

**'liability limit** means:

- (a) in respect of the *Contractor*, the sum of:
  - (i) the amount specified in *Item 22C*; and
  - (ii) the amount of any excess payable under a policy of insurance required to be effected and maintained by the *Contractor* under the *Contract*; and
- (b) in respect of the *Principal*, the sum of:
  - (i) the amount specified in *Item 22D*; and



## Annexure Part E to AS4902 – 2000

- (ii) the amount of any excess payable under a policy of insurance required to be effected and maintained by the *Principal* under the *Contract*;

Insert a new definition of '*lump sum contract*':

**'lump sum contract'** means a contract to which subclause 2.5 applies;

Insert a new definition of '*payment period*':

**'payment period'** means:

- (a) if the *Contract* is a *building contract*, 15 business days;
- (b) otherwise, 25 business days,

after the progress claim or *final payment claim* (as the case may be) is given to the *Superintendent*;

Insert a new definition of '*payment schedule*':

**'payment schedule'** has the same meaning as in the *security of payment legislation*;

Insert a new definition of '*personal information*':

**'personal information'** has the same meaning as given to that term in the *Information Privacy Act 2009 (Qld)*;

Insert a new definition of '*personnel*':

**'personnel'** includes the officers, employees, agents, representatives, consultants and contractors (including, in respect of the *Contractor*, its *subcontractors* and subconsultants), of a party and any other person or entity for whom that party is vicariously liable and in respect of the *Principal* includes the *Councillors* of the *Principal* but does not include the *Contractor*;

Insert a new subparagraph at the end of the definition of '*practical completion*':

- (d) anything else which the *Contract* provides is to be done, provided or otherwise satisfied as a requirement of or prior to *practical completion* has been so done, provided or satisfied;

Delete the definition of '*prescribed notice*' and insert:

**'prescribed notice'** means a written notice which contains:

- (a) details of the basis of the *claim*; and
- (b) a detailed itemised breakdown of the quantum of the *claim*, or, where the quantum cannot be itemised at the time that the *prescribed notice* is given because the costs are not yet known, an itemised breakdown of the estimated quantum of the *claim*;

Insert a new definition of '*price schedule*':

**'price schedule'** means the documents incorporated into Annexure Part H;

## Annexure Part E to AS4902 – 2000

Insert a new definition of '*Principal's policies*':

**'Principal's policies'** means the *Principal's* plans, policies, procedures, codes, standards and guidelines to the extent that these are made available by the *Principal* (whether to the public at large or to the *Contractor*) from time to time;'

Insert a new definition of '*provisional work*':

**'provisional work'** means:

- (a) any *work* or item to which a *provisional sum* relates; and
- (b) any other *work* or item which is identified in the *Contract* as 'provisional', 'if ordered', 'as directed' 'optional' or similar or which the *Contract* otherwise provides is not to be carried out or supplied by the *Contractor* unless the *Contractor* is given a *direction* to do so;'

Delete the definition of '*qualifying cause of delay*' and insert:

**'qualifying cause of delay'** means to the extent that they delay activities on the critical path of the *program*:

- (a) any of the following, which are beyond the control of the *Contractor* occurring on or before the *date for practical completion*:
  - (i) industrial action not exclusively directed at the *Contractor*;
  - (ii) inclement weather and the effects at the *site* of inclement weather;
- (b) any of the following which are beyond the control of the *Contractor* whether occurring before, on or after the *date for practical completion*:
  - (i) any act, default or omission of the *Superintendent, the Principal* or the *Principal's* consultants, agents or other contractors (not being employed by the *Contractor*);
  - (ii) actual quantities of *work* being greater than the quantities in the *price schedule* or the quantities determined by reference to the upper limit of accuracy stated in *Item 12* (otherwise than by reason of a *variation* directed under clause 36);
  - (iii) *variations* (other than a *variation* for the convenience of the *Contractor*);
  - (iv) *latent conditions*;
  - (v) a change in a *legislative requirement* which comes into effect after the 10th *business day* before the closing of tenders and which could not have been reasonably anticipated by a competent contractor;
  - (vi) delays by municipal, public, or statutory authorities (including the *Principal* in its capacity as a local government authority);
  - (vii) claims referred to in subclause 15.1(d);
  - (viii) any breach of the *Contract* by the *Principal*,

but does not include any cause of delay identified in *Item 28*;

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Insert a new definition of '*required deductions*':

**'required deductions** means:

- (a) amounts paid previously under the *Contract*;
- (b) retention moneys to be deducted pursuant to *Item 14*;
- (c) amounts which the *Superintendent* is required to certify pursuant to subclause 5.1A;
- (d) other amounts due from the *Contractor* to the *Principal* in connection with the *Contract*;
- (e) amounts due from the *Contractor* to the *Principal* otherwise than in connection with the *Contract*;
- (f) to the extent that such *work* has not yet been carried out by the *Contractor* and the cost of such *work* has not yet been incurred by the *Principal*, the estimated cost to the *Principal* of having any *work* of removal, demolition, redesign, reconstruction, replacement, correction or rectification the subject of a *direction* pursuant to subclause 29.3 or clause 35 carried out by a third party;
- (g) amounts in respect of *work* which is required by the *Contract* to be tested and for which any of the following conditions have not been met:
  - (i) all required *tests* have been completed;
  - (ii) the results of the *tests* do not reveal a failure of the *Contractor* to comply with the *Contract*;
  - (iii) the *Contractor* has made good *WUC* and provided the results of the *tests* to the *Superintendent* and to the *Principal* in accordance with subclause 30.6; and
- (h) other amounts which the *Contract* expressly provides are *required deductions* or which the *Contract* expressly entitles the *Principal* or the *Superintendent* to deduct from payments to the *Contractor*;

Insert a new definition of '*response period*':

**'response period** for a progress claim or *final payment claim* (as the case may be) means 15 *business days* after the claim is given to the *Superintendent*;

Delete the definition of '*schedule of rates*' and insert:

**'schedule of rates** means a *price schedule*;

Insert a new definition of '*schedule of rates contract*':

**'schedule of rates contract** means a contract to which subclause 2.6 applies;

Delete paragraphs c) and d) of the definition of '*security*';

Insert a new definition of '*security of payment legislation*':

**'security of payment legislation** means the *Building Industry Fairness (Security of Payment) Act 2017* (Qld) and any associated subordinate legislation;

Insert a new definition of '*specified loss*':

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**'specified loss** means:

- (a) any loss of, or loss of anticipated, profit, income, revenue, saving, production; business, good will, contract or opportunity (including access to markets); increase in financing or operating costs; liability for loss or damage suffered by third parties; legal costs (on a solicitor and client basis); fines levied; loss of reputation or embarrassment and the cost of abating or reducing such; damage to credit rating; any other financial or economic loss; and
- (b) any indirect, special or consequential loss, damage, cost, expense or penalty not expressly referred to in the preceding paragraph, howsoever arising;

Insert a new definition of '*variation rates*':

**'variation rates** means the rates included in Annexure Part I;

Insert a new definition of '*wilful misconduct*':

**'wilful misconduct** means an intentional act or omission by a party committed with reckless disregard for its foreseeable and potentially harmful consequences, in circumstances where that party knows or ought to know that those consequences would likely result from the act or omission, but which is not due to an honest mistake oversight, error of judgement, accident or negligence;

Insert a new definition of '*working day*':

**'working day** means a day identified as such in *Item 26A*;

## 2 NATURE OF CONTRACT

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Delete the existing text of subclause 2.1 and replace with:

'2.1 The *Contractor* shall carry out and complete *WUC* in accordance with the *Contract* and *directions* authorised by the *Contract* and shall otherwise comply with its obligations under the *Contract* at its expense.

The *Principal* shall pay the *Contractor*:

- (a) for *work* described in the *price schedule* as a 'rate only' item, the sum of the products 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; and
- (b) for all other *work* (including *work* for which the *price schedule* provides a lump sum), the lump sum identified in the *price schedule*,

adjusted by any additions or deductions made pursuant to the *Contract*.

Notwithstanding anything else in this clause, where the *price schedule* or the *Contract* elsewhere contains provisions for determining the *Contractor's* entitlement to payment for an item then the *Contractor's* entitlement to payment for that item shall be determined in accordance with such provisions.'

Delete subclauses 2.4 and 2.5 insert:

'2.4 (**Price schedule**) Quantities in a *price schedule* are estimated quantities only. The *Superintendent* is not required to give a *direction* by reason of the actual quantity of an item required to perform the *Contract* being

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greater or less than the quantity shown in a *price schedule*.

The *Principal* gives no warranty and makes no representation as to the completeness, accuracy or adequacy of a *price schedule*. If a *price schedule* omits an item which should have been included, the item shall be deemed to have been allowed for in other items.

- 2.5 **(Adjustment for actual quantities – lump sum contract)** This subclause 2.5 only applies where *Item 11A* states that the *Contract* is a *lump sum contract*.

Where, otherwise than by reason of a direction to vary *WUC*, the actual quantity of an item required to perform the *Contract* is greater or less than the quantity shown in the *price schedule* and:

- (a) the *price schedule* expressly describes the item as a 'rate only' item, the rate shall apply to the greater or lesser quantities provided that where limits of accuracy for a quantity in a *price schedule* are stated in *Item 12*, the rate shall apply to the greater or lesser quantities within the limits, and quantities outside the limits shall be a deemed *variation*; and
- (b) otherwise (including where the *price schedule* expressly provides a lump sum for the item) the *Contractor* shall carry out that greater or lesser quantity as if it were originally stated in the *Contract* and there shall be no adjustment to the *contract sum*.

- 2.6 **(Adjustment for actual quantities – schedule of rates contract)** This subclause 2.6 only applies where *Item 11A* states that the *Contract* is a *schedule of rates contract*.

Where, otherwise than by reason of a *direction* to vary *WUC*, the actual quantity of an item required to perform the *Contract* is greater or less than the quantity shown in a *price schedule* and:

- (a) the *price schedule* contains a lump sum for the item, the difference shall be a deemed *variation*;
- (b) the *price schedule* contains a rate for the item, the rate shall apply to the greater or lesser quantities provided that where limits of accuracy for a quantity in a *price schedule* are stated in *Item 12*, the rate shall apply to the greater or lesser quantities within the limits, and quantities outside the limits shall be a deemed *variation*.

- 2.7 **(Rise and fall)** The *contract sum* is not subject to adjustment for variations in the cost of labour and materials unless, and then only to the extent that, the *Contract* expressly elsewhere provides that such an adjustment is to be made and states the formula by which that adjustment is to be calculated.

- 2.8 **(Inclusions)** Except to the extent that the *Contract* expressly allows an adjustment, the *Contractor* warrants and represents that the *contract sum*, and all rates, sums and prices included in the *contract sum* allow for:

- (a) all of the risks, contingencies and other circumstances which could have an effect on the *Contractor's* ability to carry out and complete *the Works* for the *contract sum*, except to the extent that the *Contract* expressly allows an adjustment;

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- (b) the provision of all materials, plant, labour and other services necessary for the proper completion of *the Works*, whether or not those items are expressly mentioned in the *Contract*;
- (c) payment of all royalties, levies, fees, charges, costs, expenses, taxes or duties in connection with *WUC*; and
- (d) compliance with all of the *Contractor's* obligations under the *Contract*, including compliance with *directions* of the *Superintendent*.'

### 2A CONDUCT OF CONTRACTOR AND PERSONNEL

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Insert a new clause 2A as follows:

#### **2A CONDUCT OF CONTRACTOR AND PERSONNEL**

- 2A.1 **(General)** The *Contractor* must, and must ensure that its *personnel*, at all times whilst engaged in *WUC* act professionally and treat all of the *Principal's personnel*, other contractors and the general public respectfully and comply with all of the *Principal's policies*.
- 2A.2 **(Conflict of interest)** The *Contractor* warrants and represents that as at the *date of acceptance of tender* the *Contractor* is not aware of any *conflict of interest*. The *Contractor* must not, and must ensure that its *personnel* do not, engage in any activity or obtain any interest which does, or is likely to, result in a *conflict of interest* during the *Contract* and must immediately notify the *Principal* in the event that a *conflict of interest* that has not previously been disclosed arises or is likely to arise.
- 2A.3 **(Improper Conduct)** The *Contractor* warrants and represents that neither the *Contractor* nor any of its *personnel* engaged in any *improper conduct* in connection with the procurement process pursuant to which the parties entered into the *Contract*. The *Contractor* must not, and must ensure that its *personnel* do not, engage in any *improper conduct* in connection with the *Contract*.'

### 3 PROVISIONAL SUMS

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Insert the following at the end of clause 3:

'The *Superintendent* shall not be obliged to give a *direction* that any *provisional work*, or any particular part or quantity of *provisional work*, be carried out or supplied by the *Contractor*. The *Principal* may carry out or supply the whole or any particular part or quantity of *provisional work* itself or engage a third party to do so on its behalf. The *Contractor* shall not be entitled to any monetary compensation (whether for costs incurred, lost profit, lost overheads or otherwise) in connection with any *provisional work* (or any particular part or quantity of *provisional work*) which it is not directed to carry out or supply. Unless the *Contract* elsewhere provides how particular *provisional work* is to be valued, it shall be valued in accordance with this clause 3 as if it were identified as a *provisional sum*.'

### 5 SECURITY

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Insert the following at the end of subclause 5.1:

'Where, due to adjustments made pursuant to the *Contract*, the *contract sum* is increased by more than 10%, the *Superintendent* may direct the *Contractor* to provide additional *security*. Unless the parties agree otherwise, the additional *security* shall be:

- (a) in the form stated in *Item 14*;

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- (b) in an amount no more than is necessary to ensure that the total *security* held by the *Principal* is equivalent to the percentage stated in *Item 14(b)* of the *contract sum* as adjusted at the time of the *direction*; and
- (c) provided within 10 *business days* of the *Superintendent's direction*.'

Insert a new subclause 5.1A as follows:

### **5.1A Failure to provide security**

Without limiting the *Principal's* other rights, unless and until the *Contractor* provides *security* (other than retention moneys) in accordance with subclause 5.1:

- (a) the *Superintendent* shall certify, as a *required deduction*, an amount equal to the value of the *security* which has not been provided; and
- (b) the *Principal* shall be entitled to hold that amount as *security*.

The *Principal* shall release and return any amounts held under this subclause 5.1A within 10 *business days* after *Contractor* provides the *security* in accordance with subclause 5.1.'

Delete the existing text of subclause 5.3 and replace with:

'The *Contractor* may at any time request the *Principal's* consent to substitute retention moneys or cash *security* with another form of *security*. The *Principal* may, at its absolute discretion give or withhold consent or give consent subject to such conditions as the *Principal* sees fit. To the extent that another form of *security* is provided, the *Principal* shall not deduct, and shall promptly release and return, retention moneys and cash *security*.'

Delete the existing text of subclause 5.4 and replace with:

'To the extent permitted by law, upon the later of:

- (a) the issue of the *certificate of practical completion*; and
- (b) in respect of *security* under *Item 14* only, the rectification of all *defects* in respect of which the *Superintendent* has given the *Contractor* written notice either in, or prior to the issue of, the *certificate of practical completion*,

a party's entitlement to *security* (other than in *Item 14(e)*) shall be reduced by the percentage or amount in *Item 14(f)* or *15(d)* as applicable, and the reduction shall be released and returned within 10 *business days* to the other party.

The *Principal's* entitlement to *security* in *Item 14(e)* shall cease 10 *business days* after incorporation into *the Works* of the plant and materials for which that *security* was provided.

A party's entitlement otherwise to *security* shall cease 10 *business days* after the last of the following to occur:

- (i) the issue of the *final certificate*;
- (ii) in respect of *security* under *Item 14* only, compliance by the *Contractor* with all *directions* given under subclause 29.3 or clause 35 (other than *directions* which have been the subject of a *notice of dispute*); and

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- (iii) the resolution (whether pursuant to clause 42 or otherwise) of any *dispute* the subject of a *notice of dispute* referred to in subclause 37.4(d).'

### **6 EVIDENCE OF CONTRACT**

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Delete the existing text of clause 6 and replace with:

'Within the time reasonably required by the *Principal* (or where the *Principal* does not prescribe a time, 10 *business days*) after receiving a copy of a *Formal Instrument of Agreement* for execution ('*execution copy*'), the *Contractor* shall either:

- (a) properly execute the number of copies provided and return them; or
- (b) provide the *Principal* with written notice of any aspect of the *execution copy* which the *Contractor* considers is in error or which does not reflect the agreement between the *Principal* and the *Contractor*.

If the *Contractor*:

- (i) does not give the *Superintendent* the written notice required by subclause 6(b) within the time required by that subclause; or
- (ii) the *Contractor* commences *work* after receiving the *execution copy* and before giving the *Principal* the written notice required by subclause 6(b),

then the *Contractor* shall be deemed to have accepted and agreed to, and shall be legally bound by, the terms of the contract as evidenced by the *execution copy*.

Otherwise, until a *Formal Instrument of Agreement* is executed by the parties, documents evidencing the parties' consensus shall constitute the *Contract*.

Within 25 *business days* after receiving executed copies of the *Formal Instrument of Agreement* from the *Contractor*, the *Principal* shall execute both copies and send one copy to the *Contractor*.

The *Superintendent* may extend the time under this clause by written notice to the parties.'

### **7 SERVICE OF NOTICES**

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Insert an additional subclause 7(b)(iv) (together with any consequential amendments) at the end of subclause 7(b) as follows:

- (iv) the time at which an email comprising or attaching the notice or other document becomes capable of being retrieved and read by the addressee at the addressee's email address.

Notwithstanding anything else in this clause 7, where the *Contract* elsewhere prescribes the manner in which a particular notice is to be given, then such a notice shall only be deemed to have been given and received if given in the prescribed manner.'

### **8 CONTRACT DOCUMENTS**

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Delete the existing text of subclause 8.1 and replace with:



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'Figured shall prevail over scaled dimensions in a discrepancy. Otherwise, if either party discovers any inconsistency, ambiguity or discrepancy in or between any document prepared for the purpose of carrying out *WUC* (including the documents incorporated into Annexure Parts F and G), that party shall give the *Superintendent* written notice of it. The *Superintendent*, thereupon, and upon otherwise becoming aware, shall direct the *Contractor* as to the interpretation and construction to be followed.

The *Principal* shall not be liable upon any *claim* for compliance with a *direction*, under this subclause 8.1 unless the *direction* is a *compensable direction* and either:

- (a) the *direction* expressly states that it is a *compensable direction* pursuant to this subclause 8.1; or
- (b) the *Contractor* gives the *Superintendent* a written notice which identifies the *direction* and states that the *Contractor* considers that the *direction* is a *compensable direction* within 5 *business days* after the *direction* is given to the *Contractor*.

The *Contractor* must promptly give the *Superintendent* such additional information as the *Superintendent* reasonably requires in relation to a notice given under paragraph (b).

Subject to the *Contractor's* compliance with this clause and clause 41, if compliance with a *compensable direction* causes the *Contractor* to incur more cost than otherwise would have been incurred had the *direction* not been given, the difference shall be assessed by the *Superintendent* and added to the *contract sum*.

If compliance with any *direction* under this subclause 8.1 (including a *compensable direction*) causes the *Contractor* to incur less cost than otherwise would have been incurred had the *Contractor* not been given the *direction*, then the difference shall be assessed by the *Superintendent* and deducted from the *contract sum*.'

Delete the existing text of subclause 8.5 and insert:

'The parties shall ensure that there are kept confidential such documents, samples, models, patterns and other information as are supplied and clearly identified as confidential or which are, of their nature, confidential.

If required in writing by the *Principal*, the *Contractor* shall enter into a separate agreement not to disclose to anyone else any confidential matter even after issue of the *final certificate* or earlier termination of the *Contract*.

Notwithstanding anything else in this subclause 8.5 or elsewhere in the *Contract*, documents and information provided on behalf of a party to the other party in connection with the *Contract* may be used, copied, modified or disclosed as required or permitted by any *legislative requirement* or other law and otherwise:

- (a) by the *Principal*, as the *Principal* considers to be reasonably necessary to:
  - (i) carry out its obligations and exercise its rights under the *Contract*;
  - (ii) obtain legal, accounting or other professional advice in connection with the *Contract*; and/or
  - (iii) otherwise properly carry out its functions as a local government authority;
- (b) by the *Contractor*, as is reasonably necessary to enable the *Contractor* to:
  - (i) carry out its obligations and exercise its rights under the *Contract*;

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- (ii) obtain legal, accounting or other professional advice in connection with the *Contract*; and
- (iii) comply with the *Contractor's* corporate governance requirements.

If the *Contractor* is required by law to disclose confidential information of the *Principal*, the *Contractor* must notify the *Principal* of this prior to making such disclosure and must only disclose the minimum amount of information required to meet its obligation to disclose.

If the *Contractor* collects or has access to *personal information* in order to carry out its obligations under the *Contract*, the *Contractor* must comply with Parts 1 and 3 of Chapter 2 of the *Information Privacy Act 2009* (Qld) in relation to the discharge of its obligations under this *Contract* as if the *Contractor* was the *Principal*. Where the *Principal* consents to the *Contractor* subcontracting the whole or part of the *Contractor's* obligations under this *Contract*, the *Contractor* must ensure that any subcontract with a subcontractor that will collect or have access to *personal information* contains a clause requiring the subcontractor to acknowledge and agree that it is a 'bound contracted service provider' as that term is defined in the *Information Privacy Act 2009* (Qld).

The *Principal* collects *personal information* and non-personal information in connection with the *Contract* so that it can properly administer the *Contract* and otherwise carry out its functions as a local government authority. The *Principal* is authorised to collect this information under the *Local Government Act 2009* (Qld) and the *Local Government Regulation 2012* (Qld) and other law. The information will be accessible by employees of the *Principal* and third-party personnel engaged to assist the *Principal* in connection with the *Contract* or otherwise carrying out the functions of the *Principal*. Information may also be disclosed as otherwise permitted under the *Contract* or at law, including under the *Local Government Regulation 2012* (Qld) and the *Right to Information Act 2009* (Qld).'

Insert the following at the end of subclause 8.6:

'The *Principal* may organise official media releases for publication in relation to the *Works*. The *Contractor* shall provide any assistance that may be reasonably requested by the *Principal* to facilitate the production of any such media releases.'

### **9 ASSIGNMENT AND SUBCONTRACTING**

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Insert the following at the end of subclause 9.2:

'For the purposes of this subclause 9.2, the *subcontractors* which the *Contractor* nominated in its tender (as amended by post-tender negotiation) are approved by the *Superintendent*. In considering whether to approve a request by the *Contractor* to use other *subcontractors*, the *Superintendent* may, in addition to any other matter which the *Superintendent* is entitled to consider, also take into account whether the proposed *subcontractor* is:

- (a) a local supplier (as defined in the *Principal's* procurement policy as published at the *date of acceptance of tender*); or
- (b) at least 50% owned by Aboriginal or Torres Strait Islander persons,

and if not, whether such a supplier is available to undertake the *work* which is proposed to be subcontracted.'

### **11A SPECIFIC LEGISLATION AND OTHER REQUIREMENTS**

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Insert new clause 11A as follows:

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### 11A SPECIFIC LEGISLATION AND OTHER REQUIREMENTS

- 11A.1 (**Portable Long Service Leave**) The party identified in *Item 22A* shall pay any levy payable and give any relevant notices pursuant to the *Building and Construction Industry (Portable Long Service Leave) Act 1991* (Qld) in relation to *WUC*.
- 11A.2 (**Goods and Services Tax**) If GST, as defined in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth), is imposed on any supply made pursuant to this *Contract*, the amount payable for the supply is to be increased by the amount of that GST.
- 11A.3 (**Local government**) Nothing in the *Contract* shall be taken to fetter the power, rights or authority of the *Principal* as a local government authority under the *Local Government Act 2009* (Qld), the *Local Government Regulation 2012* (Qld) or any other *legislative requirement*.
- 11A.4 (**Compliance**) The *Contractor* must, and must ensure that to the extent relevant to them its *personnel*, in carrying out the *Contractor's* obligations under the *Contract*:
- (a) hold, maintain and are compliant with all requirements of, all necessary qualifications, competencies, licences, accreditations, certifications, permits, clearances and other authorisations which are required:
    - (i) under contract;
    - (ii) pursuant to a *legislative requirement* or the *Principal's policies*; or
    - (iii) otherwise at law,for the *Contractor* to carry out its obligations under the *Contract*;
  - (b) act consistently with, and do all things reasonably necessary to enable the *Principal* to comply with, applicable *legislative requirements* and the *Principal's policies*;
  - (c) not do, or permit to be done, anything which would cause the *Principal* to be in breach of any *legislative requirements* or the *Principal's policies*;
  - (d) notify the *Principal* immediately if it becomes aware of any breach of this subclause 11A.4; and
  - (e) when directed to do so by the *Superintendent*, provide the *Superintendent* with such information and documentation evidence as the *Superintendent* reasonably requests to satisfy the *Superintendent* that the *Contractor* has complied with this subclause 11A.4.
- 11A.5 (**Indemnity**) The *Contractor* shall indemnify and keep indemnified the *Principal* against any *claim* which may be brought against the *Principal* and any cost, expense, fine, penalty, damages or loss which may be imposed upon, suffered or incurred by the *Principal* in connection with:
- (a) the *Contractor's* failure to comply with this clause 11A or to satisfy a *legislative requirement* as required by subclause 11.1;

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- (b) any breach by the *Contractor* of its obligations under any *legislative requirement*; and/or
- (c) any enforcement of obligations imposed on the *Contractor* under any *legislative requirement*,

but the indemnity will be reduced to the extent that the act or omission of the *Principal* or the *Superintendent* caused or contributed to the *claim* or the cost, expense, fine, penalty, damages or loss.

- 11A.6 (**Interpretation**) In the event of any inconsistency, ambiguity, discrepancy or conflict in or between any obligation of the *Contractor* under this subclauses 11A.1 to 11A.4, the *Contractor* must promptly notify the *Superintendent* who shall direct the *Contractor* as to the interpretation to be followed. In the absence of such a *direction*, the *Contractor* shall adopt the interpretation which places the higher or more onerous obligation on the *Contractor*.

### **12A WORK HEALTH AND SAFETY**

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Insert new clause 12A as follows:

#### **'12A WORK HEALTH AND SAFETY**

- 12A.1 (**Interpretation**) In this clause:

- (a) '*Act*' means the *Work Health and Safety Act 2011* (Qld);
- (b) '*WHS authority*' means any government authority having jurisdiction under the *WHS Laws*;
- (c) '*Regulation*' means the *Work Health and Safety Regulation 2011* (Qld);
- (d) '*inspector*', '*notifiable incident*', '*regulator*', '*structure*' and '*workplace*' have the same meanings as in the *Act*;
- (e) '*principal contractor*' has the same meaning as in the *Regulation*;
- (f) '*statutory notice*' means any:
  - (i) infringement notice, prohibition notice, improvement notice or non-disturbance notice; and
  - (ii) any electrical safety protection notice or unsafe equipment notice,issued by an *authority* pursuant to the *WHS Laws*;
- (g) '*WHS*' means work, health and safety;
- (h) '*WHS Laws*' means the *Act*, the *Regulation*, *Electrical Safety Act 2002* (Qld) and all other applicable work health and safety legislation, regulations, rules, codes of practice published by Work Health and Safety Queensland (as amended or replaced from time to time) and relevant standards published by Standards Australia (as amended or replaced from time to time).

- 12A.2 (**Appointment as principal contractor**) Where *Item 22B* states that the *Contractor* is appointed as *principal contractor*, then from the *date of acceptance of tender*.

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- (a) the *Principal* engages the *Contractor* to be the *principal contractor* under the *Regulation* in relation to *WUC* and authorises the *Contractor* to:
  - (i) have management and control of the *site* and any other *workplace* at which *WUC* is carried out; and
  - (ii) discharge the duties of the *principal contractor*;
- (b) the *Contractor* accepts the engagement as *principal contractor* from the *Principal* and agrees to fulfil all requirements and give effect to that engagement prior to the commencing any *WUC*; and
- (c) the *Contractor* must comply with and discharge the duties as person conducting a business or undertaking and the additional duties of the *principal contractor* imposed under the *Regulation*.

If *Item 22B* states that the *Contractor* is not engaged as *principal contractor*, the *Contractor* must comply with all *directions* of the *Superintendent* relating to *WHS*.

12A.3 **(Contractor's primary obligations)** From the *date of acceptance of tender*, the *Contractor* must:

- (a) comply with and discharge all obligations imposed on the *Contractor* as a person who conducts a business or undertaking and otherwise, by the *WHS Laws*;
- (b) consult with the *Principal* and consult with the designers of the whole or any part of a structure to be constructed under the *Contract*, about how to ensure that risks to health and safety arising from the design are eliminated during construction of *WUC* or, if it is not reasonably practicable to eliminate the risks, minimise, so far as is reasonably practicable;
- (c) in performing its obligations under the *Contract*, take into account and take appropriate action having regard to any information given to the *Contractor* by the *Principal* or any other person, about hazards and risks at or in the vicinity of the *workplace* where *WUC* is being carried out,
- (d) comply with any direction on *WHS* issued by a *WHS Authority issued* in relation to the *WUC*;
- (e) consult, co-operate and co-ordinate *work* with the *Principal* in relation to any health and safety matter arising out of or in connection with *WUC*, the *Contract* or duties held by either the *Principal* or the *Contractor* under the *WHS Laws* in connection with *WUC*; and
- (f) without limiting paragraph 12A.2(c) ensure its officers, workers and agents, subcontractors and its subcontractors' officers, workers and agents, discharge their respective duties under the *WHS Laws* in connection with *WUC*.

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### 12A.4 (Contractor's WHS systems and documentation) The *Contractor*:

- (a) must ensure, and warrants and represents, it has made its own enquiries in connection with compliance with *WHS Laws*, including in relation to hazards or risks on the *site*, and has not relied on any representations, warranty or information that has been provided by the *Principal*;
- (b) must ensure, and warrants and represents, that it has adequate *WHS* systems in place having regard to the nature of its obligations under the *Contract* and any hazards specific to any *workplace* at which an obligation under the *Contract* is to be carried out;
- (c) must inform the *Principal* of all its *WHS* policies, procedures or measures implemented for the performance of its obligations under the *Contract*;
- (d) must prepare and adopt a *WHS* plan and other documentation which:
  - (i) addresses all the specific *WHS* hazards and issues relevant to the *Contractor's* obligations under the *Contract* which can be reasonably anticipated or ascertained from time to time during the performance of the *Contractor's* obligations under the *Contract*;
  - (ii) documents the system and control methods to be implemented for the performance of its obligations under the *Contract*,

and must update such documentation as required from time to time to ensure that it complies with this subclause 12A.4(d) at all times during the performance of its obligations under the *Contract*;

- (e) must:
  - (i) unless otherwise directed by the *Principal*, prior to commencing *WUC*, submit the *Contractor's* *WHS* plan and other documentation (including the documentation required elsewhere under the *Contract*) to the *Principal* for review; and
  - (ii) within the time directed by the *Principal*, submit to the *Principal* for review any other *WHS* documentation that the *Principal* directs it to prepare,

and if the *Principal* notifies the *Contractor* that all or part of the *WHS* documentation is not suitable, at its cost amend and resubmit the relevant *WHS* documentation;

- (f) must, if the *Principal* at any time during the performance of the *Contractor's* obligations under the *Contract* requests the *Contractor* to review any of the *WHS* documentation, promptly and within the time required by the *Principal*, review any or all of the *WHS* documentation in accordance with the *Principal's* request and either:
  - (i) submit revised documentation to the *Principal*; or
  - (ii) provide written confirmation that the *WHS* documentation is appropriate to manage the risks associated with the *Contractor's* obligations under the *Contract*;

### 12A.5 (Notices and reports) The *Contractor* must:

## Annexure Part E to AS4902 – 2000

- (a) if a *notifiable incident* occurs at the *workplace* at which *WUC* is being undertaken:
  - (i) immediately notify the *regulator* and the *Superintendent* of the *notifiable incident*; and
  - (ii) take all reasonably practicable steps to secure the *site* where the *notifiable incident* occurred until an *inspector* arrives at the *site* or any earlier time that an *inspector* directs;
- (b) provide a copy of every *statutory notice* received from an *authority* in connection with *WUC* to the *Principal* and the *Superintendent* within 1 *business day* after the notice is received;
- (c) if any of the *Contractor's personnel* are involved in an accident or other health and safety incident or otherwise suffer an injury in connection with the performance of *WUC*:
  - (i) immediately notify the *Principal* of the accident, incident or injury; and
  - (ii) within 3 *business days* of the accident, incident or injury (or such longer period as the *Principal* may agree) provide a report giving complete details of the incident, including results of the investigations into the causes, and any recommendations or strategies identified for the preventions in the future; and
  - (iii) cooperate and assist (and procure its *personnel* to cooperate and assist) the *Principal* with any investigation by the *Principal* into any accident, injury or other health and safety incident in connection with the *Contract*; and
- (d) within the time directed by the *Superintendent* make available to the *Superintendent* and the *Principal* all project *site* accident data which must include injuries and damage resulting from accidents or any incidents involving harm to a third party, particularly where legal action may be taken against them or the *Principal*.

12A.6 (**Site specific induction**) The *Contractor* must ensure that all *personnel* of the *Contractor* working at the *site* receive a site-specific induction and that each person visiting the *Contractor* or its *personnel* at that *site* receives a site-specific induction or is accompanied by someone who has received such an induction.

12A.7 (**Safety compliance**) If during the performance of *WUC* the *Superintendent* informs the *Contractor* that it is of the opinion the *Contractor* is:

- (a) not conducting *WUC* in compliance with the *Act*, *Regulation*, codes of practice or relevant policies and procedures; or
- (b) conducting *WUC* in such a way as to endanger the health and safety of the *Contractor's personnel*, the *Principal's personnel* or the general public,

the *Superintendent* may direct the *Contractor* to promptly remedy the breach or take any other action permitted by the *Contract*, including suspending the whole or part of *WUC* pursuant to clause 33 until such time as the *Contractor* satisfies the *Superintendent* that *WUC* can be resumed in a safe manner.

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12A.8 (**Indemnity**) The *Contractor* shall indemnify and keep indemnified the *Principal* against any *claim* which may be brought against the *Principal* and any cost, expense, fine, penalty, damages or loss which may be imposed upon, suffered or incurred by the *Principal* in connection with a breach by the *Contractor* of its obligations under this clause 12A but the indemnity will be reduced to the extent that the act or omission of the *Principal* or the *Superintendent* caused or contributed to the *claim* or loss.'

### 15 DAMAGE TO PERSONS AND PROPERTY OTHER THAN WUC

---

Delete the existing text of paragraph (d) in the third paragraph of subclause 15.1 and insert "not used".

Delete clause 15.2.

### 15A LIABILITY

---

Insert a new clause 15A as follows:

#### '15A LIABILITY

15A.1 (**Limit and exclusion of liability**) Subject to subclause 15A.2, to the extent permitted by law:

- (a) the total aggregate liability of each party to the other in connection with the *Contract* (including in respect of any *claims*) shall not exceed that party's *liability limit*; and
- (b) neither party shall be liable to the other upon any *claim* for any *specified loss* unless and then only to the extent that the *Contract* expressly provides for that liability.

15A.2 (**Application of clauses**) Subclause 15A.1 does not apply to:

- (a) liability of the *Principal* to pay the *contract sum* as adjusted pursuant to the *Contract*;
- (b) liability of the *Contractor* for liquidated damages pursuant to subclause 34.7;
- (c) liability of either party in connection with personal injury or death or damage to property;
- (d) liability of a party arising as a result of:
  - (i) a breach of any *legislative requirement*;
  - (ii) an infringement of confidentiality or *intellectual property rights*;
  - (iii) a deliberate breach or abandonment of the *Contract*;
  - (iv) *wilful misconduct*; or
  - (v) fraud or other criminal conduct,by that party;
- (e) liability of the *Contractor* which the *Contractor*:



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- (i) is entitled to recover under any insurance policy required to be effected under the *Contract* (up to the monetary limits for that insurance stated in the *Contract*) unless, and then only to the extent that, the *Contractor* uses all reasonable endeavours to, but does not actually, recover that liability; or
- (ii) would have been entitled to recover under any insurance policy required to be effected under the *Contract* (up to the monetary limits for that insurance stated in the *Contract*) but for any act or omission of the *Contractor*,

and amounts referred to in paragraphs (a), (b), (c), (d) and (e) shall not be included in calculating whether the *liability limit* of a party has been reached.'

### **16A INSURANCE OF THE WORKS**

---

In the third paragraph of Alternative 1, delete 'The insurance cover shall be for an amount not less than the aggregate of the:' and insert:

'The insurance cover shall be for an amount per occurrence of not less than the aggregate of the:'

In the second last paragraph of Alternative 1, delete 'be in the joint names of the parties' and insert 'be in the name of the *Contractor* and shall note the *Principal* as an interested party'.

### **17 PUBLIC LIABILITY INSURANCE**

---

In Alternative 1, delete the existing text of subclause 17(a) and replace with:

'(a) be in the name of the *Contractor* with the *Principal* noted as an interested party;'

### **19 INSPECTION AND PROVISIONS OF INSURANCE POLICIES**

---

Delete subclauses 19.3 and 19.6.

### **20 SUPERINTENDENT**

---

Delete the first paragraph of clause 20 and insert:

'The *Principal* shall ensure that at all times there is a *Superintendent*, and that the *Superintendent*, when acting as certifier, valuer or assessor, fulfils all aspects of the role and functions honestly, fairly, independently, and in accordance with the *Contract*. The *Contractor* acknowledges and accepts that the *Superintendent* and individuals appointed as *Superintendent's Representatives* under clause 21 may be employees of the *Principal* or may have a general commercial relationship with the *Principal* beyond the performance of the appointed roles under this *Contract*.'

### **23A PERSONNEL**

---

Insert a new clause 23A as follows:

#### **'23A PERSONNEL**

Unless the *Superintendent* approves a change in key *personnel* in writing, the *Contractor* must provide the key *personnel* (if any) identified in *Item 25A* to perform the roles during the period or periods stated in *Item 25A* or where no period is stated, until the end of the last *defects liability period*. The *Contractor* may seek the

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approval of the *Superintendent* to change the role of any key *personnel* or to engage additional persons as key *personnel*.

The *Contractor* must promptly arrange a replacement approved by the *Superintendent* to replace any key *personnel*. The *Contractor* must provide any information reasonably required by the *Superintendent* in connection with the replacement. The *Superintendent* cannot unreasonably refuse to approve a replacement person that is of equal or greater skill, experience and competency to the person being replaced.'

### 24 SITE

---

Delete the first sentence of the second paragraph of subclause 24.1 and insert:

'The Principal shall give the Contractor access to the Site sufficient to enable the Contractor to commence and carry out the Contractor's Design Obligations in accordance with the Contract on the later of:

- (a) the expiry of the time in Item 26(a); and
- (b) 10 Business Days after the Contractor has:
  - (i) complied with Subclause 19.1; and
  - (ii) given the Superintendent all other information and documentation and done all other things which the Contract elsewhere requires to be given or done before access to the Site is given.

The *Principal* shall give the *Contractor* possession of sufficient of the *site* for commencement of *WUC* on *site* on the later of:

- (a) the expiry of the time in *Item* 26(b); and
- (b) 10 *business days* after the *Contractor* has:
  - (i) complied with subclause 19.1; and
  - (ii) given the *Superintendent* all other information and documentation and done all other things which the *Contract* elsewhere requires to be given or done before possession of the *site* is given.

Possession of the *site* may be non-exclusive.'

### 25 LATENT CONDITIONS

---

Delete '28 days' from subclause 25.3 and insert '5 *business days*'.

### 29 QUALITY

---

Delete the first paragraph of subclause 29.3 and insert:

'If the *Superintendent* becomes aware of *work* done (including material provided) by the *Contractor* which does not comply with the *Contract*, the *Superintendent* may direct the *Contractor* to do any one or more of the following (including times for commencement and completion):'

Delete the existing text of subclause 29.4 and insert:

'Instead of a *direction* pursuant to subclause 29.3 or clause 35, the *Superintendent* may direct the *Contractor* that the *Principal* elects to accept the subject *work*.

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Where the *Contract* elsewhere provides for an applicable reduced level of service for the subject *work*, then the *contract sum* shall be adjusted in accordance with such provisions. Otherwise, there shall be a deemed *variation*.'

### 31 WORKING HOURS

---

Delete the first sentence of clause 31 and replace with:

'The working hours and *workings days* for *work* on the *site* are stated in *Item 26A*.'

### 32 PROGRAMMING

---

In the fifth paragraph, delete 'It shall be deemed a *Contract* document'.

### 34 TIME AND PROGRESS

---

Delete '28 days' from paragraph (b) of subclause 34.3 and replace with '10 *business days*'.

Delete the first paragraph of subclause 34.4 and replace with:

'To the extent that delays caused by *qualifying causes of delay* overlap with delays caused by other causes of delay, the *Contractor* shall not be entitled to an *EOT*.'

Insert the following at the end of subclause 34.4:

'To avoid doubt, all *EOTs* shall be claimed and granted in *working days*.'

Delete the existing text of subclause 34.5 and replace with:

'Within 20 *business days* after receiving the *Contractor's* claim for an *EOT*, the *Superintendent* shall give to the *Contractor* and the *Principal* a written *direction* evidencing the *EOT* so assessed.

Notwithstanding that the *Contractor* is not entitled to or has not claimed an *EOT*, the *Superintendent* may at any time and from time to time before issuing the *final certificate*, in its absolute discretion and without any obligation to do so for the benefit of the *Contractor*, direct an *EOT*. The *Contractor* shall not be entitled to any monetary compensation (whether under subclause 34.9 or otherwise) in connection with an *EOT* granted by the *Superintendent* pursuant to this paragraph.

Neither:

- (a) a delay caused by a *compensable cause*; nor
- (b) a failure by the *Superintendent* to grant a reasonable *EOT* or to do so within the time required under subclause 34.5,

will set the *date for practical completion* at large or render subclause 34.7 unenforceable. Nothing in subclause 34.5 shall affect the *Contractor's* right to damages for a breach of contract.'

Delete subclause 34.9 and replace with:

#### **'34.9 Delay costs**

For every *working day* the subject of an *EOT* for a *compensable cause* and for which the *Contractor* gives the *Superintendent* a claim for delay costs pursuant to subclause 41.1, the *Superintendent* shall, under subclause 41.3, certify as due and payable to the *Contractor*, such extra costs as are reasonably and necessarily

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incurred by the *Contractor* by reason of the delay up to a maximum per *working day* of the amount stated in *Item 31A*.

Nothing in this subclause 34.9 shall oblige the *Principal* to pay extra costs for delay

- (a) which have already been included in the value of a *variation* or any other payment under the *Contract*;
- (b) caused by inclement weather or its effects, even if that inclement weather or those effects would not have delayed the *Contractor* but for an earlier delay caused by a *compensable cause*, (except to the extent, if any, that *Item 31* provides otherwise);
- (c) to the extent that the *Contractor* has failed to take all reasonable steps to mitigate the delay or the extra costs incurred.'

### 36 VARIATIONS

---

At the end of subclause 36.1, insert:

'The *Principal* may itself perform or engage others to perform any *work* which is omitted pursuant to this subclause 36.1 without payment of monetary compensation to the *Contractor* for doing so. No *variation* shall invalidate or amount to a repudiation of the *Contract*.'

Delete the last sentence of subclause 36.2.

Delete the existing text of subclause 36.4 and replace with:

'The *Superintendent* shall, as soon as possible, price each *variation* using the following order of precedence:

- (a) prior agreement;
- (b) rates or prices in a *price schedule* to the extent that it is reasonable to use them;
- (c) *variation rates* (or where no applicable *variation rates* are included in the *Contract*, other applicable rates or prices in the *Contract*);
- (d) reasonable rates or prices, which shall include the percentage stated in *Item 32A* for profit, and if the *Superintendent* considers it reasonable to do so, the percentage stated in *Item 32A* for overheads,

and any deductions shall include the full value of the deducted *work* (including profit and overheads) unless the *Superintendent* considers it reasonable to exclude an amount for overheads, in which case the amount so excluded shall not exceed the percentage stated in *Item 32A* for overheads.

That price shall be added to or deducted from the *contract sum*, as the case may be.

For clarity, percentages for profit and overheads shall be calculated independently of each other, not cumulatively.

Notwithstanding anything else in the *Contract*, the *Principal* shall not be liable upon any *claim* in connection with an *informal variation direction* unless the *Contractor* gives the *Superintendent* a written notice which:

- (a) identifies the *informal variation direction*; and

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- (b) states that the *Contractor* considers the *informal variation direction* is a *direction* for a *variation*,

within 5 *business days* after the *informal variation direction* is first given to the *Contractor*.'

### 37 PAYMENT

---

Delete the second paragraph of subclause 37.1, and insert:

'With each progress claim, the *Contractor* must submit the statutory declaration included in Annexure Part J, and any other documentation which the *Contract* elsewhere requires to be submitted with a progress claim.'

Delete the existing text of subclause 37.2 and insert:

'The balance remaining after all *required deductions* are deducted from the *claimable amount* shall be due from the *Principal* to the *Contractor*, or the *Contractor* to the *Principal*, as the case may be. The *Superintendent* shall, before the end of the *response period*, issue to the *Principal* and to the *Contractor* a *progress certificate* evidencing the *Superintendent's* opinion of that balance and, if that balance is different to the amount claimed by the *Contractor*, the reasons for that difference.

If the *Contractor* does not make a progress claim in accordance with *Item 33*, the *Superintendent* may nevertheless issue the *progress certificate*.

Unless the *Principal* itself issues a *payment schedule* which complies with the requirements of the *security of payment legislation* within the timeframes permitted under that legislation, the *Superintendent's progress certificate* or *final certificate* (as the case may be) shall be deemed to be the *Principal's payment schedule*, and to the extent that it is necessary for the *Principal* to do so, the *Principal* authorises the *Superintendent* to receive progress claims and issue *payment schedules* on its behalf.

Subject to the following paragraph, if the *progress certificate* shows that an amount is due to the *Contractor*, then the *Principal* shall pay the amount of the *progress certificate* before the end of the *payment period*. If the *progress certificate* shows that an amount is due to the *Principal*, the *Contractor* shall pay the *Principal* the amount of the *progress certificate* within 15 *business days* after receiving the *progress certificate*.

The party entitled to receive payment must provide a tax invoice in the form required by the *A New Tax System (Goods and Services Tax) Act 1999* (Cth). If the payment is a progress payment to be made by the *Principal* to the *Contractor*, then the tax invoice shall be in the amount of the *Superintendent's progress certificate* and must be provided to the *Principal* within 5 *business days* of receipt of such *progress certificate*.

To the extent permitted by law, if the *Superintendent* fails to include a *required deduction* in a *progress certificate*, then the *Principal* may nevertheless deduct that *required deduction* from the amount shown in the certificate and pay the balance (if any) to the *Contractor*.

Neither a *progress certificate* nor a payment of monies shall be evidence that the subject *WUC* has been carried out satisfactorily. Payment other than *final payment* shall be on account only.'

In the second paragraph of subclause 37.4, delete 'Within 42 days after the expiry of the last defects liability period' and insert 'Before the end of the *response period*'.

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Delete the third paragraph of subclause 37.4 and replace with:

'If the *final certificate* shows that an amount is due to the *Contractor*, then the *Principal* shall pay the amount of the *final certificate* before the end of the *payment period*. Otherwise, the *Contractor* shall pay the *Principal* the amount of the *final certificate* within 15 *business days* after receiving the *final certificate*.'

Delete subclause 37.6.

### 39 DEFAULT OR INSOLVENCY

---

Delete the existing text of paragraph (e) of subclause 39.2 and insert:

- '(e) in respect of subclauses 37.1 and 38.1, failing to provide a statutory declaration or documentary evidence or providing a statutory declaration or documentary evidence which is false, misleading or deceptive in any material respect; and
- (f) failing to comply with an obligation under, warranty given or representation made in clause 2A (including where a warranty given or representation made is found to be false).'

Before the comma at the end of subclause 39.5(b)(iii), insert:

'(including *design documents* for which the *Principal* has been granted a licence under Alternative 1 of subclause 10.2).'

Delete the last paragraph of subclause 39.10 and insert:

'The *Principal* may also, without payment of compensation, take possession of and use the *design documents* (including *design documents* for which the *Principal* has been granted a licence under Alternative 1 of subclause 10.2).'

### 39A TERMINATION FOR CONVENIENCE

---

Insert a new clause 39A as follows:

#### **39A TERMINATION FOR CONVENIENCE**

- 39A.1 **(Right to terminate)** The *Principal* may at any time, and for any reason, in its absolute discretion, terminate this *Contract* by giving 5 *business days* written notice to the *Contractor*.
- 39A.2 **(Obligations and rights after termination)** If the *Principal* exercises its right under this clause 39A, then:
  - (a) the *Contractor* must comply with all reasonable *directions* of the *Principal* in connection with the termination;
  - (b) the *Principal* may complete the uncompleted part of *WUC* itself or have it completed by others; and
  - (c) the *Principal* may, without payment of compensation to the *Contractor*, take possession of and use any:
    - (i) *design documents* (including *design documents* for which the *Principal* has been granted a licence under Alternative 1 of subclause 10.2); and

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- (ii) other documents and goods which have become the property of the *Principal*,

and the *Principal* shall have a right of access to any premises at which those things are held in order to recover possession of those things.

39A.3 (**Payment on Termination**) The *Superintendent* shall issue a certificate evidencing, and the *Principal* shall, subject to the *Contract*, pay the *Contractor*:

- (a) the same payments that would have been payable if the *Contract* was frustrated under clause 40 with references to 'frustrated' and 'frustration' in clause 40 being read as references to 'terminated' and 'termination' respectively; plus
- (b) an additional amount equal to 5% of the balance of the *contract sum* remaining after deducting all amounts paid or payable to the *Contractor* pursuant to the *Contract* (including under subclause 39A.3(a)),

except that the total amount payable to the *Contractor* under the *Contract* shall not exceed the amount which would have been payable had the *Contract* not been terminated and the *Contractor* completed *WUC* in accordance with the *Contract*. The *Principal* shall not be liable upon any other *claim* in connection with the termination.'

### **39B PRINCIPAL'S RIGHTS ON FAILURE OF CONTRACTOR TO CARRY OUT AN OBLIGATION**

---

Insert new clause 39B as follows:

#### **'39B PRINCIPAL'S RIGHTS ON FAILURE OF CONTRACTOR TO CARRY OUT AN OBLIGATION**

Without limiting the *Principal's* other rights, where the *Contractor* fails to carry out any obligation under the *Contract* (including the obligation to comply with a *direction* of the *Superintendent*) within the time required by the *Contract* or reasonably directed by the *Superintendent* for performance of such an obligation, the *Principal* may, after giving 5 *business days'* notice (unless urgent action is required, in which case the *Principal* need not give notice) to the *Contractor*, carry out that obligation itself or have it carried out by others.

If the *Principal* incurs more cost in carrying out the obligation itself, or having it carried out by others than it would have incurred if the *Contractor* had carried out the obligation, then those additional costs shall be a debt due and payable by the *Contractor* to the *Principal* and shall be certified as such by the *Superintendent*. The *Principal* shall be entitled to have access to the *site* and any other place where an obligation under the *Contract* is to be carried out in order to exercise the rights provided by this clause 39B.'

# Annexure Part E to AS4902 – 2000

## 41 NOTIFICATION OF CLAIMS

---

Delete the first paragraph of subclause 41.1 and replace with:

‘References in clause 41 to a ‘claim’ are to be taken as references to a ‘*claim*’ whether or not the term is italicised.’

In subclause 41.2, delete ‘a party’ and replace with ‘the *Principal*’ and delete ‘the other party’ and replace with ‘the *Contractor*’.

Insert the following at the end of subclause 41.2:

‘Notwithstanding any other provision of the *Contract*, the *Principal* shall not be liable upon any *claim* by the *Contractor*:

- (a) which is required to be communicated in accordance with another provision of the *Contract* unless the *claim* has been communicated strictly in accordance with that provision;
- (b) to which subclause 41.1 applies unless the *Contractor* has given the *Principal* a *prescribed notice* or a notice of *dispute* pursuant under subclause 42.1 within 45 *business days* after first becoming aware of the circumstances giving rise to the *claim*.’

Insert the following at the end of subclause 41.3:

‘For clarity, within 42 days of receipt of a *prescribed notice*, the party receiving a *prescribed notice* may give the *Superintendent* and the other party submissions in respect of the *claim* and the *Superintendent* shall be entitled to consider those submissions in assessing the *claim*.’

## 42 DISPUTE RESOLUTION

---

Delete the last paragraph of subclause 42.1 and insert:

‘Notwithstanding the existence of a *dispute*, the parties shall, subject to clauses 39, 39A, 40 and subclause 42.4, continue to perform the *Contract*.’

In subclause 42.2:

Delete ‘or to agree on methods of doing so’ from the first paragraph.

Delete ‘or methods’ from the first paragraph.

Delete ‘arbitration’ from the second paragraph and insert:

‘mediation which shall be conducted in accordance with the mediation rules published by the Resolution Institute current as at the *date of acceptance of tender*’.

Delete the existing text of subclause 42.3 and insert ‘Not used’.

In subclause 42.4 delete ‘herein’ and insert ‘in subclauses 42.1 and 42.2’.



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Insert a new subclause 42.5 as follows:

### **'42.5 Disputing a direction of the Superintendent**

Notwithstanding anything else in this clause or elsewhere in the *Contract*, unless a notice of *dispute* disputing a *direction* of the *Superintendent* is given in accordance with subclause 42.1 within *25 business days* after the *direction* is given:

- (a) the *Contractor* will be deemed to have irrevocably accepted the *direction* and shall be barred from disputing the *direction* under this *Contract* or otherwise; and
- (b) the *Principal* shall not be liable upon any *claim* that is inconsistent with the *direction*.'

# Annexure Part F - Specification

## Annexure Part F - Specification

**DELETE THIS PAGE AND INSERT SPECIFICATION IN EXECUTION COPY OF CONTRACT**

Annexure Part G – Methodology

# Annexure Part G – Methodology

**DELETE THIS PAGE AND INSERT METHODOLOGY IN EXECUTION COPY OF CONTRACT**

Annexure Part H - Price Schedule

## Annexure Part H - Price Schedule

**DELETE THIS PAGE AND INSERT PRICE SCHEDULE IN EXECUTION COPY OF CONTRACT**

Annexure Part I - Variation Rates



## Annexure Part I – Variation Rates

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# Annexure Part J - Statutory Declaration

## *Oaths Act 1867* STATUTORY DECLARATION

QUEENSLAND  
TO WIT

I, \_\_\_\_\_ of \_\_\_\_\_ in the State of Queensland, do solemnly and sincerely declare that, in relation to the Contract between Croydon Shire Council and \_\_\_\_\_ (Contractor), for the \_\_\_\_\_ (Contract):

1. I hold the position of \_\_\_\_\_. Having made all reasonable inquiries, I am in a position to know the facts contained herein and am duly authorised by the Contractor to make this declaration on its behalf.
2. All subcontractors, suppliers, and consultants ('subcontractors') of the Contractor have been paid all that:
  - (a) \_\_\_\_\_ is due and payable to them up to the date of submission by the Contractor of the payment claim with which this declaration is submitted in respect of their part of the work under the Contract; and
  - (b) the subcontractors have claimed is due and payable to them up to the date of submission by the Contractor of the payment claim with which this declaration is submitted in respect of their part of the work under the Contract,

except as disclosed in paragraph 3.

3. The Contractor has not paid the following amounts which are due and payable to subcontractors or which subcontractors claim are due and payable to them:

Name of subcontractor	Date of claim	Date work the subject of the claim carried out	Amount claimed	Amount paid	Reason for not paying amount claimed

4. All the Contractor's employees who at any time have been engaged on work under the Contract by the Contractor have been paid, in accordance with the relevant award or industrial instrument, all moneys due and payable to them up to the date of submission by the Contractor of the payment claim with which this declaration is submitted (including, without limitation building industry superannuation and long service leave levies), except as disclosed in paragraph 5.

5. The Contractor has not paid the following amounts which are due and payable to workers:

Name of worker	Amount unpaid	Basis of payment (e.g. wages)	Reason for not paying amount claimed

6. All subcontracts and employee agreements are in accordance with applicable law and any specific requirements in the Contract.
  7. The Contractor is not aware of any current or potential legal action against it which it has not previously disclosed to the Principal.
  8. The Contractor remains able to pay its debts as and when they become due and payable. None of the events described in subclause 39.11(a), (b), (c) or (d) of the AS4902-2000 General conditions of contract for design and construct (or any analogous event) has occurred in relation to the Contractor since the
-

# Annexure Part J - Statutory Declaration

date on which the Contractor submitted its tender for the Contract to the Principal.

9. No non-conforming building products or building products the subject of a warning statement issued by the Minister have been incorporated into the works and all required information has been obtained and provided to the Principal or the Superintendent (where 'building product', 'Minister', 'non-conforming building product' and 'required information' each have the respective meanings given to those terms in the *Queensland Building and Construction Commission Act 1991* (Qld)).
10. All insurances which are required to be effected and maintained under the Contract remain in place.

And I make this solemn declaration conscientiously believing the same to be true and by virtue of the provisions of the *Oaths Act 1867*.

I declare that the contents of this statutory declaration are true and correct. Where the contents of this declaration are based on information and belief, the contents are true to the best of my knowledge and I have stated the source of that information and grounds for the belief.

I understand that it is a criminal offence to provide a false matter in a declaration, for example, the offence of perjury under section 123 of the *Criminal Code Act 1899* (Qld).

I state that:

- A. This declaration was made in the form of an electronic document.\*
- B. This declaration was electronically signed.\*
- C. This declaration was made, signed and witnessed under part 6A of the *Oaths Act 1867*.\*

*\*delete whichever statements are not applicable*

**DECLARED by**

..... )	)
[insert full name of declarant] )	[signature of declarant]
at ..... )	.....
[insert place where declarant is located] )	[date]
In the presence of: )	)
..... )	)
[insert full name of witness] )	)
..... )	)
[insert type of witness] )	[signature of witness]
..... )	)
[insert name of law practice / witness's )	.....
place of employment]* )	[date]
<i>*delete if not applicable</i> )	)

***For special witnesses to complete – Tick as applicable***

- I am a special witness under the Oaths Act 1867. (see section 12 of the Oaths Act 1867)
- This document was made in the form of an electronic document.
- I electronically signed this document.
- This statutory declaration was made, signed and witnessed under part 6A of the Oaths Act 1867 – I understand the requirements for witnessing a document by audio visual link and have complied with those requirements.



# GENERAL SPECIFICATION (STANDARD RISK)

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CROYDON SHIRE COUNCIL  
DESIGN AND CONSTRUCT SIX (6) HOUSES  
FOR STAFF ACCOMMODATION

Request For Tender No: T13 2024-25

# 1. PRELIMINARIES

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## 1.1. Order of Precedence

The Specification comprises the following:

- (a) This General Specification;
- (b) Technical Specification;
- (c) Part 5 - Scope

If there is any ambiguity, inconsistency, conflict or discrepancy in or between any document comprising the Specification, then that ambiguity, inconsistency, conflict or discrepancy shall be resolved by giving precedence to the document which places the highest or more onerous requirement on the *Contractor*. If that does not resolve the issue, then the documents comprising the Specification shall take precedence in the order set out in this clause 1.1, with the document listed as number 1.1(a) being the highest in the order. In the event of an ambiguity, inconsistency, conflict or discrepancy within a document, the higher or more stringent requirement will apply.

To the extent that they are incorporated (whether physically or by reference) into the Technical Specification, in the event of any ambiguity, inconsistency, conflict or discrepancy between any of the following documents, they will take precedence in the order shown below with the document in clause 1 being the highest in the order.

- 1. Project specific specifications;
- 2. FNQROC Development Manual;
- 3. WSAA Standard Specification;
- 4. NCC (Current Edition);
- 5. Queensland Development Code (mandatory parts as applicable);
- 6. Relevant Australian Standards;

Without limiting any other obligation of the *Contractor* or right of the *Principal*, where the *Principal's project requirements* includes any drawings, specifications or other information, samples, models, patterns and the like provided by the *Contractor* ("*Contractor's design documents*") then the *Contractor* warrants and represents that the *Contractor's design documents* accord with the balance of the *Principal's project requirements*.

## 1.2. Definition of Terms

Terms used in the Specification and which are defined in the General Conditions of Contract (whether italicised or not) have the meanings assigned to them in the General Conditions of Contract unless the context otherwise requires.

Otherwise, the following terms have the meanings assigned below (unless the context otherwise requires):

- (a) **Architect, Engineer, Project Manager** or any other term with similar meaning within the Specification or any other specified document mean the *Superintendent*;
- (b) **Approvals** means certificates, licences, accreditations, clearances, authorisations, consents, permits, approvals, determinations and permissions from any Authority and any related fees and charges;
- (c) **Authority** means any Federal, State, or local government authority, administrative or judicial body or tribunal, department, commission, agency, government owned corporation, statutory

body or instrumentality or any other person having jurisdiction in connection with *the Works* or the carrying out and completion of *WUC*;

- (d) **Builder** and any other term with similar meaning within the Specification mean the *Contractor*;
- (e) **General Conditions of Contract** means the general conditions of contract referred to in the *Formal Instrument of Agreement* to which this General Specification is attached;
- (f) **Principal, Proprietor, Owner** any other term with a similar meaning within the Specification, mean the *Principal*;
- (g) **Statutory Notice** means any infringement notice, prohibition notice, improvement notice or non-disturbance notice issued by an Authority pursuant to the WHS Act and any electrical safety protection notice or unsafe equipment notice issued by an Authority pursuant to the *Electrical Safety Act 2002* (Qld).

### 1.3. Works Generally

*WUC* includes any labour, material, plant and/or services required to fully complete the design intent of *the Works*. All fees, charges, costs and expenses necessary for the successful completion of the *Works* shall be deemed included in the *contract sum*. Any matters of construction and workmanship which are obviously intended, but which may not be referred to in the Specification or drawings and which are usually to be found in sound construction practice and are essential to *WUC*, are deemed to be included in the *Contract*.

*The Works* include but are not limited to that set out in Part 5 - Scope.

### 1.4. Work by the Principal or others (including Principal Supplied Materials)

The *Principal* will not provide any material, plant, labour and/or any other service required for *WUC*.

### 1.5. Tax (Goods and Services)

The *contract sum* shall include GST. All claims made pursuant to the *Contract* shall clearly identify the total amount of the claim and the amount of GST included in the total.

### 1.6. Site Visit

The *Contractor* is deemed to have:

- (a) visited the *site* during the tender period to ascertain local conditions and the extent of *WUC*. No claims for extra payments will be considered on grounds of lack of knowledge of the actual *site*, the scope of *Works* or of the conditions under which *WUC* is to be carried out; and
- (b) familiarised itself with all relevant factors including, the availability of temporary access, temporary lighting and power, telephone services, water supply, waste disposal facilities, labour supply, weather conditions and made allowance in the *contract sum* for provision of any services required to enable *WUC* to be performed.

Nothing in this clause is intended to limit the *Contractor's* entitlement under clause 25 of the General Conditions of Contract.

### 1.7. Site of Works

The houses will be constructed on various allotments throughout the township of Croydon and detailed in Section 5 - Scope.

The extent of the *site* is shown on the attached drawings. The on-site area set aside for the storage of materials for this project is to be finalised through liaison with the *Superintendent*.

## 1.8. Pre-Start Meeting

Prior to commencement of any *WUC* at the *site*, a pre-start meeting shall be organised by the *Contractor* and/or by the *Superintendent*. The pre-start meeting is to be attended by the *Superintendent*, *Contractor* and any relevant consultants.

## 1.9. Requirements for possession of the Site

The *Contractor's* attention is drawn to clause 24.1 of the General Conditions of Contract. The following documentation and information must be provided to the *Superintendent* at least 5 *business days* prior to the pre-start meeting referred to in clause 1.8 and as a requirement of the *Principal* giving possession of the *site*:

- (a) work health and safety documentation directed to be provided pursuant to clause 2.7 of this General Specification;
- (b) traffic management plan pursuant to clause 2.13 of this General Specification;
- (c) environmental management plan pursuant to clause 4.1 of this General Specification;
- (d) evidence of insurance as required by clause 19.1 of the General Conditions of Contract;
- (e) updated program which complies with clause 1.10;

## 1.10. Program

The program to be provided under clause 32 of the General Conditions of Contract shall detail the *Contract* milestone dates, the commencement and completion dates of each trade and/or sub-contract work activity, procurement activities and supply contract activity, with activities linked in a logical progression through a 'critical path' and identify any float based on a continuous cycle of *WUC*. The *Contractor* must allow, and is deemed to have allowed, in the program for:

- (a) the time permitted under the General Conditions of Contract for the *Superintendent* or the *Principal* to review documents for which the *Contract* requires the *Contractor* to obtain the *Superintendent's* *direction* about such documents;
- (b) other timeframes under the *Contract* within which the *Superintendent* and the *Principal* are permitted to act.

The program shall be prepared utilising native format Microsoft 'Project 2010' software, or alternative software as approved in writing by the *Superintendent*, and shall be submitted in hard copy, in a page size not less than A3 such as to be legible, together with electronic format copies (in both PDF format and native Microsoft "Project 2010" file format).

The following information is to be taken into account when preparing the program.

### Constraints to Program

The *Contractor* is required to carry out all *WUC* in a manner that minimises the impact of construction on residents, on the community and the environment in general.

The approval of the program by the *Superintendent*, or any amendments thereof will not relieve the *Contractor* of any of its obligations under the *Contract*, including the obligation to not, without reasonable cause, depart from an earlier program.

If, in the opinion of the *Superintendent*, the *Contractor* falls behind the approved program, the *Contractor* shall take such steps as considered necessary to improve progress. The *Contractor* shall submit a revised program in an approved form, indicating the manner in which *WUC* shall be completed including, as necessary, what additional resources are to be utilised within the specified time. All updated versions of the program shall be submitted in hard copy (PDF) and native Microsoft "Project 2010" file format. No additional cost shall be incurred by the *Principal* due to such measures.

Failure of the *Contractor* to comply with the requirements of this clause and to improve progress to comply with the current approved program shall constitute a substantial breach of the *Contract* pursuant to clause 39 of the General Conditions of Contract.

### **1.11. Site Establishment, Services and Security**

The *Contractor* shall ensure that all plant, equipment, materials, temporary workshops, stores and offices are kept within the confines of the *site* at locations approved by the *Superintendent*. The cost to provide the *Contractor's* temporary power, water and any other services required to execute *WUC* shall be borne by the *Contractor*.

The *Contractor* shall be afforded access to the *Principal's* ablution facilities (if available).

The *Contractor* shall provide adequate first aid facilities appropriate to the size and composition of his/her staff and labour force and the nature of *WUC*.

Any temporary buildings with their contents are to be maintained in a clean and orderly condition and in a constant state of repair.

The *Contractor* must use its best endeavours to prevent any unauthorised entry to the *site*. The *Contractor* will assume responsibility for any losses occurring from the *site*.

The *Contractor* shall be responsible for delivery of all materials used in *WUC* (including any materials and/or deliverables used by *subcontractors*) ('deliverables'), providing space for the storage of all deliverables, handling the deliverables and for checking that the deliverables comply with the requirements of the *Contract*.

The *Contractor* must appropriately store and secure any poisonous, flammable or injurious substances for the duration of *WUC*, against access or injury to any persons or which may potentially damage *WUC*.

The *Contractor* must provide all necessary fully charged fire extinguishers in accessible locations at the *site* as are necessary for the care and safety of *WUC* to the satisfaction of the *Superintendent* and the Queensland Fire and Emergency Services or other relevant Authority.

The *Contractor* must supply, install, maintain, repair and remove security fencing to limits of *site*. The security fencing shall clearly delineate the extents of the *site* to the public.

### **1.12. Set Out**

The *Contractor* shall be responsible for setting out *the Works* from the information shown on the drawings. The *Contractor* must check all dimensions on *site* before proceeding with *WUC*. The *Contractor* shall notify the *Superintendent* of any omissions or discrepancies within the drawings or specification. Where the *Contractor* has commenced *Works* on any component of *the Works*, the *Contractor* shall be deemed to have reviewed all dimensions and have accepted responsibility for any errors.

Where necessary, the *Contractor* shall carry out surveys to locate/reinstate any boundary pegs required for setting out. On completion of construction of a part of *the Works*, the *Contractor* shall reinstate any permanent survey marks and boundary pegs that may have been disturbed by its *work*. Subject to subclause 26.3 of the General Conditions, the cost of all necessary surveys shall be included in the *contract sum*.

### **1.13. Public Utilities**

Where overhead public utility lines and surface drainage works and/or underground pipes, conduits, or cables exist in the vicinity of *the Works*, the *Contractor* shall take all necessary precautions to protect such facilities from damage and, in the case of any damage occurring to such facilities, the matter shall be immediately reported to the department or company concerned and the *Superintendent*. The cost of the necessary repairs or renewals shall be borne entirely by the *Contractor*.



If it is found to be necessary to alter the location or level of any existing mains or services to conform with the requirements of the *Contract* then the *Contractor* shall notify the *Superintendent* immediately.

Should relocation of existing services be specified or directed by the *Superintendent*, the *Contractor* shall arrange for the work to be carried out by the appropriate Authority.

#### **1.14. Contractor's Superintendence**

The *Contractor* shall provide all necessary superintendence during the carrying out of *WUC* and as long thereafter as the *Superintendent* may consider necessary for the proper fulfilment of the *Contractor's* obligations under the *Contract*.

A competent Site Manager and Site Foreman, whose appointment shall be approved by the *Superintendent*, shall be employed by the *Contractor* for management on *site*. The Site Manager shall be the *Contractor's* representative under clause 22 of the General Conditions of Contract.

#### **1.15. Responsibility**

No approval or acceptance by the *Principal* or the *Superintendent*, nor any representative of either, shall in any way relieve the *Contractor* of any obligation under the *Contract* including the *Contractor's* responsibility for the satisfactory completion of *WUC*.

#### **1.16. Requests for information and review**

The *Principal* or *Superintendent* shall not be bound by any verbal advice given or information furnished by any officer of the *Principal* or *Superintendent* in respect of the *Contract*, but shall be bound only by written advice, or information furnished by the *Superintendent*.

The *Contractor* must not accept instructions from any person other than the *Superintendent* and/or the *Superintendent's Representative*.

The *Superintendent* will endeavor to provide a response and/or *direction* in relation to a written request for information from the *Contractor* within 5 *business days* of receipt of such information. The response time will be dependent on the complex nature and or quantity of clarifications per information request submitted. The *Contractor* is encouraged to make recommendations and or suggestions for the *Superintendent's* consideration when submitting such requests.

The *Contractor* is deemed to have allowed for the time permitted by subclause 8.3 of the General Conditions for examination of workshop drawings in its program. The *Contractor* must review and incorporate any comments received from the *Principal* or the *Principal's* nominated *personnel* in relation to the workshop drawings. Unless otherwise *directed* the *Contractor* is not required to (and must not) resubmit revised workshop drawings to the *Principal* or its *personnel*.

Final structural steel shop drawings 'Issued For Fabrication' (IFF) are to be submitted to the *Superintendent* for information / filing purposes only. The *Contractor*, as part of its own quality assurance procedures is to undertake its own checks to ensure all previous comments have been incorporated. The *Contractor* is encouraged to submit the completed 3D model / CAD file along with the 2D pdf files to assist the *Superintendent* in the initial shop drawing review.

The *Contractor* acknowledges and agrees that its obligations and liabilities in connection with the *Contract* are not affected by any:

- (a) receipt or review of, or comment or *direction* on, a document submitted by the *Contractor*;
- (b) failure by the *Principal* or *Superintendent* to review, comment on or give a *direction* on any document submitted by the *Contractor*; or
- (c) failure by the *Superintendent* to give its approval pursuant to clause 8.3.

Before relying on the receipt, review or comment by the *Superintendent* or *Principal* or complying with a *direction* in relation to a document, the *Contractor* must notify the *Superintendent* in writing if doing so will affect a warranty, representation or obligation of the *Contractor* under the *Contract*.

### **1.17. Inspections and Site Meetings**

The *Principal* or the *Superintendent* may carry out inspections of the *site* at any time. If any non-conformance on the *site* is detected, the *Contractor* shall immediately rectify the non-conformance.

During inspections, the *Contractor* shall provide the *Principal* or the *Superintendent* with all documents, access and assistance necessary for its completion.

Further meetings will be conducted as directed by the *Superintendent* and these meetings will be documented by the *Contractor*.

The *Contractor* shall provide a sufficient and safe access for all inspections and *site* meetings.

### **1.18. Notice for Examination**

Unless otherwise specified, the *Contractor* shall give the *Superintendent* not less than 2 *business days*' notice of its intention to commence each stage of the following work:

- (a) All concrete pours.

If the *Contractor* does not provide the required notification for an inspection, particularly in the event that an urgent after hours inspection is required to ensure *WUC* is not delayed, the *Superintendent* may deduct the cost of the inspection from any subsequent progress payments.

### **1.19. Quality Assurance**

The *Contractor* shall implement a quality management system under the *Contract* in accordance with the requirements of ISO 9001, or as otherwise approved by the *Superintendent*.

The *Contractor* shall appoint a suitably qualified quality assurance representative ('QAR'), who shall have such authority to effectively manage and control the implemented quality system. Within 5 *business days* of the *date of acceptance of tender*, the *Contractor* shall submit to the *Superintendent* a copy of the following documents:

- (a) Quality System Certification to ISO9001, or to any alternative standard approved by the *Superintendent*; and
- (b) A controlled copy of the project quality plan.

The project quality plan shall as a minimum contain the following information:

- (a) A project organisation chart clearly showing the lines of authority responsibility and communication that will be in effect;
- (b) Details of the qualifications and experience of all project management and supervision staff;
- (c) A Lot Plan;
- (d) Details of project specific procedures including those related to the following to the extent that they are applicable to *WUC*:
  - (i) all shop drawing formation and coordination;
  - (ii) management of all services subcontractor / trades;
  - (iii) management of all services / operational commissioning;
- (e) Applicable inspection and test plans;

- (f) A register of all proposed quality records; and
- (g) A copy of the NATA terms of registration for the *Contractor's* compliance testing laboratory.

The *Contractor* is to comply with its implemented quality assurance standards and procedures. The *Superintendent* may at any time undertake an audit of project records, or the *Contractor's* internal quality records during the execution of *WUC*, to confirm that work has been completed in accordance with the *Contractor's* documented quality assurance systems. The *Contractor* shall provide all records and information as and when requested by the *Superintendent*.

### **1.20. Publicity**

Further to sub-clauses 8.5 and 8.6 of the General Conditions of Contract:

- (a) *WUC* and the *Contract* are a confidential matter between the *Principal* and the *Contractor*; and
- (b) no signage is to be placed on the *site* or site perimeter apart from safety signage without the express permission of the *Superintendent*.

### **1.21. Photographic Record of Works**

The *Contractor* shall provide to the *Superintendent* a progressive photographic record of the progress of *WUC*. The record shall provide a general overview of the state of *WUC* at a particular time, and shall comprise not less than six photographs of job status at the following stages of the project:

- (a) on the giving of possession of *site*;
- (b) at the end of each calendar month prior to the month in which *practical completion* is achieved; and
- (c) at *practical completion*.

Photographs shall be in digital format and shall be duly dated and labelled to describe the photograph's content.

### **1.22. Legislative Requirements**

The *Contractor* shall provide evidence of its compliance with clause 11 of the General Conditions of Contract to the *Superintendent* on request by the *Superintendent*.

The *Contractor* shall be responsible for connection of all services including water, sewerage, drainage, electricity and communications and obtaining all relevant permits and approvals for connection.

The *Contractor* shall obtain all final certificates. The *Contractor* shall provide a list of all inspections and forms required for the final certificate before the commencement of construction.

### **1.23. Approvals and other law**

The *Contractor* must identify and notify the *Principal* of all Approvals which are necessary for the proper performance of *WUC* (other than Approvals which the *Principal* has advised the *Contractor* it has already obtained). The *Contractor* must obtain and maintain all such Approvals until the end of the last *defects liability period* to expire. The cost of obtaining and maintaining all such Approvals shall be borne by the *Contractor*.

The *Contractor* must and must ensure that its *personnel* comply with all Approvals and other law which are in anyway applicable to *WUC*, including, unless the *Contract* expressly provides otherwise, by paying all fees, royalties, levies, charges, costs, expenses, taxes or duties.

The *Principal* gives no warranty and makes no representation that:

- (a) it will be able to obtain, or obtain within any particular time; or

(b) where the *Principal* is the relevant Authority, that it will grant, any Approval required for the *Contractor* to perform *WUC*.

Nothing in the *Contract* shall be taken to fetter the power, rights or authority of the *Principal* as the sublessor under the *Land Act 1994 (Qld)* or an Authority under the *Local Government Act 2009 (Qld)*, the *Local Government Regulation 2012 (Qld)* or any other law.

#### **1.24. Licensing and Certificates**

The *Contractor* shall ensure that all *personnel* working on this project have the necessary licences and professional qualifications in place to operate all plant and equipment in the environment proposed and any specialist *work* that may be required.

#### **1.25. Labour Hire**

The *Contractor* must not provide any labour hire to the *Principal* unless it is appropriately registered under the *Labour Hire Licensing Act 2017 (Qld)*. The *Contractor* must not engage any supplier, or permit any person to, provide labour hire unless that person is registered under the *Labour Hire Licensing Act 2017 (Qld)*.

#### **1.26. Particular Items in Price Schedule**

Further to clause 3 of the General Conditions of Contract where an item is identified in the *price schedule* as:

- (a) a provisional quantity (PQ);
- (b) a provisional item;
- (c) if ordered;
- (d) as directed;
- (e) optional; or
- (f) a prime cost item,

by a reference to a similar term (other than provisional sum), the relevant sum(s) included in the *price schedule* shall in themselves not be payable, but if the *Superintendent* directs that item of work to be supplied or carried out, the *Contractor* shall be entitled to payment for the item as follows:

- (i) where there is a rate for the item in the *price schedule*, the *Contractor* shall be entitled to payment for the item at the rate provided in the *price schedule* for the measured quantity of the item so supplied or carried out; or
- (ii) where there is a lump sum for the item in the *price schedule*, the *Contractor* shall be entitled to payment of that lump sum.

Where a prime cost item is directed to be carried out by the *Superintendent*, the costs for labour, installation and for all other costs required to incorporate the goods into *the Works* shall be deemed to have been included in the *price schedule* generally, and the rate stated in the *price schedule* shall be taken to be for the supply only of the item.

A direction to carry out or supply such an item or the absence of a direction to carry out or supply such an item shall be deemed to be within the general scope of the *Contract*.

### **1.27. Removal of personnel**

The *Superintendent* may direct the *Contractor* to have removed, within a stated time, from the *site* or from any activity of *WUC*, any person engaged on *WUC* who, in the *Superintendent's* opinion, is incompetent, negligent, guilty of misconduct or has engaged in any *improper conduct*. The *Contractor* must promptly arrange a replacement approved by the *Superintendent* (with such approval not to be unreasonably withheld or delayed) to assume the role of that person.

## 2. WORK HEALTH AND SAFETY

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### 2.1. Definitions

In this clause 2.1:

- (a) the words “construction work”, “person with management and control”, ‘workplace’ and “notifiable incident” have the meanings assigned to them by the WHS Act and WHS Regulation;
- (b) “Regulator” means the State regulator;
- (c) “WHS” means work, health and safety.
- (d) “WHS Act” means the *Work Health and Safety Act 2011 (Qld)* as amended or replaced from time to time;’
- (d) “WHS Regulation” means the *Work Health and Safety Regulation 2011 (Qld)* as amended or replaced from time to time.

### 2.2. Relationship of obligations

The obligations in this clause 2 are in addition to, and not in substitution for any other obligation of the *Contractor*:

- (a) under the WHS Act and WHS Regulation; or
- (b) elsewhere in this *Contract* or at law relating to WHS.

Nothing in this clause 2 is intended to reduce or limit such other obligations and none of those other obligations shall be taken to reduce or limit the *Contractor’s* obligations under this clause 2.

### 2.3. Principal’s Obligations

The *Principal* must:

- (a) as soon as reasonably possible, give the *Contractor* any information the *Principal* has in relation to hazards and risks at or in the vicinity of the *site* and any other workplace where any work is to be carried out;
- (b) provide the *Contractor* with copies of any construction drawings and specifications created for the *Principal* by its designer of any *WUC*; and
- (c) consult, cooperate and coordinate with the *Contractor* in relation to the safety in design register, any health or safety matters arising out of or in connection with *WUC* or the *Contract*.

### 2.4. Contractor’s Primary Obligations

The *Contractor* must comply with all *legislative requirements* (including the WHS Act and the WHS Regulation) and Codes of Practices relating to WHS that are in any way applicable to this *Contract*.

The *Contractor* must itself, and must ensure that its *personnel* engaged in performing *WUC*:

- (a) at all times identify and take all reasonably practicable steps to ensure health and safety of all persons who may be affected by *WUC*; and
- (b) discharge its duties and comply with all relevant duties, obligations, standards and requirements under the WHS Act and WHS Regulation which may be or become applicable in relation to or in connection with the *Contract* or *WUC* including any direction relating to WHS issued by the Regulator or any other Authority.

- (c) consult with and co-operate with the *Superintendent* in relation to matters of safety that the *Superintendent* considers the *Contractor* cannot resolve to the standard imposed by the WHS Act and the WHS Regulation and to cooperate and coordinate with the *Superintendent* to ensure any issues are resolved to that standard

The *Contractor* agrees, acknowledges and accepts that from the *date of acceptance of tender* until the earliest of:

- (a) 5pm on the *date of practical completion*;
- (b) 5pm on the date on which the *Contract* is terminated by either party to the *Contract*; or
- (c) the time at which the appointment is revoked in writing by the *Superintendent*,

and at all other times at which the *Contractor* carries out any *WUC* at the *site* in connection with the *Contract* (including for the duration of any defect rectification *work* required to be performed by the *Contractor*), the *Contractor* is, as between the parties:

- (i) appointed by the *Principal* to be, and is, the principal contractor as defined in the WHS Regulation;
- (ii) responsible for discharging its duties as a person conducting a business or undertaking and the additional duties of a principal contractor in accordance with the WHS Act and WHS Regulation;
- (iii) authorised and required to have management and control of the *site* and any other workplace at which *WUC* is carried out and to discharge the duties of the principal contractor under the WHS Regulation.

## 2.5. Incident Notification

The *Contractor* must promptly (and no more than 12 hours after the occurrence) notify the *Principal* and the *Superintendent* of any accident, injury, property or environmental damage, which occurs during the carrying out of *WUC*.

The *Contractor* is required to report any notifiable incidents to the Regulator within the specified time frame as per the WHS Act and Regulation.

All lost time incidents are to be immediately notified to the *Principal* and the *Superintendent*. The *Contractor* must within 3 *business days* of any such incident provide a report giving complete details of the incident, including results of the investigations into the causes, and any recommendations or strategies identified for the preventions in the future.

## 2.6. Indemnity

The *Contractor* shall indemnify and keep indemnified the *Principal* against any *claim* which may be brought against the *Principal* and any cost, expense, fine, penalty, damages or loss which may be imposed upon, suffered or incurred by the *Principal* in connection with:

- (a) any breach of its obligations under this clause at the *site* or other workplace at which *WUC* is carried out;
- (b) the *Principal* being deemed under the WHS Regulation to be the person with management and control of the workplace, or the person with management and control of any fixtures, fittings and plant in relation to or in connection with the workplace.

## 2.7. Contractor's WHS systems and documentation

The *Contractor* warrants and represents that it has adequate WHS systems in place having regard to the nature of *WUC* and any hazards specific to the *site*.

The *Contractor* must prepare the WHS documentation that the *Superintendent* directs it to prepare pursuant to this clause within the time directed by the *Superintendent* and as a requirement of possession of the *site*.

The WHS documentation must address all the specific WHS hazards, issues relevant to *WUC*, and is to document the system and control methods to be implemented for the duration of the *Contract*.

The *Superintendent* shall review the WHS documentation. If the *Superintendent* notifies the *Contractor* that all or part of the WHS documentation is not suitable, the *Contractor* shall at its cost amend and resubmit the relevant WHS documentation.

The *Superintendent* may at any time request the *Contractor* review any of the WHS documentation. The *Contractor* shall promptly and within the time required by the *Superintendent*, review any or all of the WHS documentation in accordance with the *Superintendent's* request and either:

- (a) submit revised documentation to the *Superintendent*; or
- (b) provide written confirmation that the WHS documentation is appropriate to manage the risks associated with *WUC*.

The *Contractor* is not entitled to make any *claim* (whether for additional costs or expense, adjustment to the *contract sum* or extension to the *date for practical completion*) in connection with its obligations under this clause.

## 2.8. Microbiological Risks

The *Contractor* is advised that partially treated and untreated sewage contains micro-organisms such as bacteria, viruses and parasites that can exist in large numbers. These micro-organisms may be harmful to health.

The *Contractor* shall ensure that all microbiological risks are considered and appropriate control measures identified within the WHS Plan, general risk assessment for *WUC* and any specific task related Work Method Statements.

## 2.9. Site Specific Induction

Each person working on *site* is to receive a site-specific induction. Each visitor, visiting the *site* is to receive a site-specific induction or be accompanied by someone who has received a site-specific induction for that particular *site*.

## 2.10. Reporting

The *Contractor* must, upon request, make available to the *Superintendent* all project *site* accident data. Reports shall cover injuries and damage resulting from accidents or any incidents involving harm to a third party, particularly where legal action may be taken against them or the *Principal*.

The *Contractor* must provide a copy of every Statutory Notice received from an Authority in connection with *WUC* to the *Principal* within 1 *business day* after the notice is received.

## 2.11. Safety Compliance

If during the performance of *WUC* the *Superintendent* informs the *Contractor* that it is of the opinion the *Contractor* is:



- (a) not conducting *WUC* in compliance with the WHS Act, the WHS Regulation, Codes of Practice or relevant policies and procedures; or
- (b) conducting *WUC* in such a way as to endanger the health and safety of the *Contractor's* personnel, the *Principal's* personnel or the general public,

the *Superintendent* may direct the *Contractor* to promptly remedy the breach of WHS or take any other action permitted by the *Contract*, including suspending the whole or part of *WUC* pursuant to clause 33 of the General Conditions of Contract until such time as the *Contractor* satisfies the *Superintendent* that the *work* can be resumed in a safe manner (QA procedures and forms for non-compliance would apply).

## 2.12. WHS Concerns

If the *Contractor* fails to rectify any concerns identified by the *Superintendent* for which *WUC* has been suspended, or if the *Superintendent* reasonably suspects that the *Contractor's* performance of *WUC* may be in breach of WHS Act or WHS Regulation, the *Principal* may notify the Regulator and request that an inspector of the Regulator visit the *site*, and take any other steps available under the *Contract* that the *Principal* reasonably considers necessary.

## 2.13. Contractor's Traffic Management

The *Contractor* when working in the road corridor shall be responsible for the safe and orderly passage of vehicular and pedestrian traffic through and around the *site* at all times from commencement of *work* at the *site* to 4pm on the *date of practical completion*.

For purposes of this clause, "the manual" shall be Main Roads Manual of Uniform Traffic Control Devices (current as at the *date of acceptance of tender*). The *Contractor* shall prepare, implement and maintain a traffic management plan ("Traffic Management Plan") for the project.

The *Contractor*, when requested by the *Superintendent*, must submit the Traffic Management Plan to the *Superintendent* within the time required by clause 1.9 of this General Specification.

The *Contractor* shall make all necessary amendments to its Traffic Management Plan as advised by the *Superintendent*.

Where applicable the *Contractor* shall provide for the continuous operation of normal traffic along roads and pedestrian and vehicular access to properties included in the *Contract* or intersected by access roads, paths or drains included in the *Contract*. The *Contractor* shall, where necessary, provide side-tracks, which shall be constructed, sign posted, lit and maintained.

The *Contractor* shall be responsible for any necessary approvals for the transport of any sand or earthworks materials to and from the *site*.

The *Contractor* shall not unnecessarily in its operations obstruct any side road, branch track, drain or watercourse and shall not break down any fences or gates without the prior notification to the *Superintendent*, but when such obstructions or breakages cannot be avoided shall remove such obstruction or repair such breakage as soon as possible.

In the event of the *Contractor* failing with its responsibilities under this clause the *Principal* shall have the power, without further notice, to take such steps as the *Superintendent* considers necessary to provide for the passage and safety of traffic or to remove any obstruction or to repair any damage including, if it considers it necessary, the employment of workmen and watchmen and the cost thereof shall be deducted from any monies due to the *Contractor* under this *Contract*.

Notwithstanding any action that the *Superintendent* may take in this regard, the *Contractor* shall be liable for damages arising out of any accident in connection with the carrying out of the *Contract*.

## 2.14. Heavy Vehicle National Law

Terms used in this clause which are defined in the *Heavy Vehicle National Law (Queensland)* ('the National Law') have the same meaning as in that law.

The *Contractor* must ensure that, so far as is reasonably practicable, the safety of the *Contractor's* transport activities. Without limiting this, the *Contractor* must, so far as is reasonably practicable:

- (a) eliminate public risks and, to the extent it is not reasonably practicable to eliminate public risks, minimise the public risks; and
- (b) ensure the party's conduct does not directly or indirectly cause or encourage:
  - (i) the driver of a heavy vehicle to contravene the National Law; or
  - (ii) the driver of a heavy vehicle to exceed a speed limit applying to the driver; or
  - (iii) another person, including another party in the chain of responsibility, to contravene the National Law.

The *Contractor* must immediately notify the *Principal* if the *Contractor* considers that anything in this *Contract*, or any act or omission of the *Principal* or the *Superintendent* or their respective officers, employees, agents or representatives has or is likely to directly or indirectly cause or encourage the *Contractor* or any employee or subcontractor of the *Contractor*:

- (a) being the driver of a heavy vehicle to contravene the National Law; or
- (b) being the driver of a heavy vehicle to exceed a speed limit applying to the driver; or
- (c) being another person, including another party in the chain of responsibility, to contravene the National Law.

## 3. CONSTRUCTION GENERALLY

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### 3.1. Standard of Work

The *Contractor* must comply with all *legislative requirements*, codes and industry guidelines applicable to *WUC*.

Where applicable, all *WUC* shall be carried out in accordance with the specification and drawings forming part of this *Contract*, the applicable Australian Standards and Codes, and the requirements of FNQROC Development Manual.

### 3.2. Responsibility

The *Contractor* is fully responsible for choosing the appropriate plant, equipment and work methods for the purpose and environment for which they are to be used.

The *Contractor* is fully responsible for carrying out *WUC* and ensuring acceptable work practices are used.

### 3.3. Dilapidation Survey of Existing Facilities and Services Review

The *Contractor* must, prior to the commencement of *WUC*, undertake a dilapidation survey ('Dilapidation Survey') including a photographic record clearly indicating the date and time of photos taken, of all areas identified as forming part of the *site*.

The Dilapidation Survey shall be replicated prior to and as a requirement of *practical completion*. The purpose of this survey is to confirm the pre and post-construction condition of the *site*. The Dilapidation Survey shall be completed by the *Contractor* in the company of the *Superintendent's Representative*.

The *Contractor* shall cause the least possible interference with existing amenities whether natural or man-made. The *Contractor* shall take all practical steps to minimise the amount of noise caused by carrying out *WUC*.

### 3.4. Asbestos Removal and Disposal (if applicable)

The removal, transportation and disposal of asbestos products must be undertaken in accordance with:

- (a) all *legislative requirements*, standards and codes of practice including "Safe Removal of Asbestos 2nd Edition [NOHSC:2002(2005)]" or any later edition or applicable document; and
- (b) the *Contractor's* WHS Plan,

('Asbestos Removal Requirements').

Such *work* must be undertaken by a certified asbestos removalist.

The *Contractor* shall arrange for daily air monitoring and reporting during the asbestos removal process by an independent air monitoring consultant / hygienist.

At the completion of the asbestos removal process, the *Contractor* shall supply certification that all asbestos has been safely removed from the *site* and disposed of in accordance with the Asbestos Removal Requirements.

### **3.5. Connection of New Water Mains to Existing Mains (where applicable)**

The *Principal* shall undertake all connections to the *Principal's* water infrastructure. The *Contractor* shall not carry out the connections unless the *Principal* gives special written approval in exceptional circumstances.

### **3.6. Connection of New Sewer Mains to Existing Mains (where applicable)**

The *Contractor* shall undertake all connections to sewer infrastructure to the extent indicated in the Specification and Drawings.

The *Contractor* shall liaise with the *Principal* prior to any such *work* so arrangements can be made for any required flow control and shutdowns. The *Contractor* must give the *Superintendent* written notice of the date of any proposed shut-down at least 20 *business days* prior to the shutdown. The *Contractor* must give the *Superintendent* the *Contractor's* proposed methodology at least 10 *business days* prior to the shutdown. Any costs reasonably and necessarily incurred by the *Principal* arising out of or in connection with a failure by the *Contractor* to comply with these timeframes shall be certified by the *Superintendent* as a debt due and payable by the *Contractor* to the *Principal*.

### **3.7. Existing Materials and Conditions**

The *Contractor* shall be deemed to have inspected the *site*, carried out all necessary investigations to ascertain the materials to be excavated and, if required, their suitability to be used in the construction activities. No extra payment shall be made for excavation, disposal of materials or replacement of materials irrespective of materials or conditions encountered.

### **3.8. Certificate of Practical Completion**

Prior to the *Superintendent* issuing the *Contractor* with a *certificate of practical completion* the *Superintendent* or *Superintendent's Representative* may direct that the *Contractor* jointly conduct inspections and such tests as the *Superintendent* deems necessary to confirm that *the Works* have reached *practical completion*.

## 4. ENVIRONMENTAL PROTECTION

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### 4.1. Environmental Management Plan

Within the time required by clause 1.9 of this General Specification, the *Contractor* shall prepare and submit to the *Superintendent* for review an environmental management plan ("EMP") to cover all work to be undertaken at the *site*.

The EMP shall be the *Contractor's* plan of management to ensure that all work undertaken by the *Contractor* (including all *subcontractors*) shall have minimal impact on the environment and shall be in accordance with all relevant Australian Standards and *legislative requirements*.

The EMP shall:

- (a) be a practical and achievable plan;
- (b) detail each environmental issue and impact which is to be addressed;
- (c) include all control measures which the *Contractor* shall undertake and any issues which the *Contractor* shall address during the construction process (including any required pre or post construction activity);
- (d) detail who is responsible for ensuring the control measures are undertaken, the verification of such actions and the reporting process;
- (e) provide a trigger for undertaking an action and, where possible, timing of each action;
- (f) detail procedures for the monitoring of the EMP by the *Contractor*; and
- (g) detail a system for registration and action of environmental complaints.

Should the *Contractor* wish to commence any *WUC* prior to acceptance of the complete EMP, sections of the EMP relevant to that *WUC* may be submitted at least 10 *business days* prior to the planned commencement of that *WUC*.

A hold point shall occur and no *WUC* 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 relevant *legislative requirements*.

### 4.2. Reporting

Any incidents involving non-conformances with the EMP and environmental permits shall be recorded on an appropriate form and signed by the *Contractor* for auditing purposes. The procedures in place shall be reported as required in the EMP.

### 4.3. Erosion and Sedimentation Control

As part of the Environmental Management Plan, an erosion and sedimentation control plan ('ESCP') shall be prepared by the *Contractor* to minimise the risk of harm to the environment.

The primary objective of the ESCP is to prevent or minimise harm by control of overland flows, minimisation of flow path lengths and the use of trapping devices to capture sediment. In the preparation of this plan the following general principles shall be applied:

- (a) preparation of designs within *site* constraints offered by existing drainage features.

Particular environmental control provisions that shall be implemented comprise installation of sediment fencing around sediment runoff features, i.e.: any temporary access roads and temporary stockpile areas.

The ESCP shall be prepared by the *Contractor* for the nominated plant, equipment and work methods. The *Contractor* shall be responsible for the installation, inspection, repair and maintenance of all environmental control provisions contained in the approved ESCP. Inspections of all environmental control provisions must be undertaken, as a minimum, on a weekly basis and immediately after any major rainfall events.

#### **4.4. Protection of Fauna**

The *Contractor* shall ensure that there is minimal disruption to any fauna in the vicinity of *the Works*. The *Contractor* shall ensure that personnel are trained during *site* induction procedures and aware of the potential for impacts on fauna, and the need to minimise these impacts.

In the event that activities are found to be adversely impacting on fauna excessively, the *Contractor* must implement ameliorative measures as directed by the *Superintendent*.

#### **4.5. Protection of Terrestrial Flora**

The *Contractor* must exercise due care in the vicinity of trees, other vegetation or existing features and make good any damage resulting from construction activities.

The *Contractor* shall note the existing plants and trees on areas abutting *the Works*, and shall avoid disturbing these areas.

#### **4.6. Energy Use**

The *Contractor* shall ensure that the use of energy for *WUC* is minimised by implementing the following strategies:

- (a) Undertaking regular maintenance of all machinery to ensure energy efficiency; and
- (b) Utilisation of minimum sized machinery to undertake tasks.

#### **4.7. Waste Management**

In this clause, 'levyable waste disposal site', 'levyable waste' and 'waste levy' have the meanings assigned to them in the *Waste Reduction and Recycling Act 2011* (Qld).

The *Waste Reduction and Recycling Act 2011* (Qld) provides for a levy payable by operators of levyable waste disposal sites and obligations on persons delivering waste. While the waste levy is payable by the operator of a levyable waste disposal site, operators may pass on the waste levy to persons who present levyable waste for disposal.

The *Contractor* must:

- a) ensure that all waste arising from *WUC* at the *site* is placed in appropriate containers and removed from the *site* to a legal waste disposal site in accordance with the *Waste Reduction and Recycling Act 2011* (Qld) and any other applicable *legislative requirements*;
- b) otherwise ensure that all waste arising from *WUC* is disposed of in accordance with the requirements of the *Waste Reduction and Recycling Act 2011* (Qld) and any other applicable *legislative requirements* relating to the disposal of waste; and
- c) pay all royalties, levies, fees, charges, costs, expenses, taxes or duties which may become payable by the *Contractor* in connection with the disposal of waste from arising from *WUC*, including (to the extent that the operator of a levyable waste disposal site passes it on to the *Contractor*), any waste levy.

The *Contractor* is deemed to have allowed in the *contract sum* for all royalties, levies, fees, charges, costs, expenses, taxes or duties referred to in clause 4.7c).

With or in each progress claim submitted by the *Contractor* under the *Contract*, the *Contractor* must provide a separate breakdown of the amount of any waste levy which the *Contractor* is aware has been passed on to, and paid by, the *Contractor* in connection with the disposal of levyable waste arising from *WUC*.

#### 4.8. Biosecurity Management

In this clause:

- a) A **Biosecurity Risk** is the risk that exists when dealing with:
  - (i) any pest, disease, or contaminant (including plants, seeds, spores, eggs, vertebrate and invertebrate pest); or
  - (ii) something that could carry a pest, disease or contaminant (e.g. animals, plants, soil, equipment and water—known as ‘carriers’).
- b) a **Potential Biosecurity Risk** is a risk that does not currently occur at the *site* but which has the capacity to occur at the *site*. It may be present but not visible or may be introduced during *WUC*. It includes risks associated with carriers and the movement and sourcing of materials, vehicles, and machinery; and the disturbance, import or export of soils.
- c) a **Known Biosecurity Risk** is a risk that is currently recorded within the footprint or proximity of the *site* which is:
  - (i) identified within biosecurity plans or programs active for the area;
  - (ii) identified during *WUC*; or
  - (iii) otherwise identified by the *Principal*.

As part of the EMP the *Contractor* shall prepare a Biosecurity Risk management plan (**BRMP**) to ensure reasonable and practical steps are taken to address Biosecurity Risks and that the *Contractor* meets its general biosecurity obligation (as that term is used in the *Biosecurity Act 2014* (Qld)). The primary purpose of the BRMP is to address both Potential Biosecurity Risks and Known Biosecurity Risks

The *Contractor* shall ensure that all *personnel* are trained during *site* induction procedures to be aware of biosecurity risks. If at any time during *WUC* a breach of the **BRMP** or a significant Biosecurity Risk is identified, then the *Contractor* must immediately contact the *Superintendent* for *direction*.

The *Contractor* must, on request by the *Principal*, provide documentary evidence of its compliance with this clause.

## 5. BUILDING CODE 2016

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Only applicable if the tenderer is subject to the Building Code 2016.

### 5.1. Compliance with the Code for Tendering and Performance of Building Work 2016 (Federal)

In these clauses:

<b>ABCC</b>	means the body referred to in subsection 29(2) of the Act.
<b>ABC Commissioner</b>	means the Australian Building and Construction Commissioner referred to in subsection 15(1) of the Act.
<b>Act</b>	means the <i>Building and Construction Industry (Improving Productivity) Act 2016</i> .
<b>Building Code 2016</b>	means the <i>Code for the Tendering and Performance of Building Work 2016</i> , which is available at <a href="https://www.legislation.gov.au/Details/F2017C00125">https://www.legislation.gov.au/Details/F2017C00125</a> .
<b>Building Contractor</b>	has the same meaning as in the Act.
<b>Building Industry Participant</b>	has the same meaning as in the Act.
<b>Building Work</b>	has the same meaning as in subsection 3(4) of the Building Code 2016.
<b>Commonwealth Funded Building Work</b>	means Building Work in items 1-8 of Schedule 1 of the Building Code 2016.
<b>Enterprise Agreement</b>	has the same meaning as in the <i>Fair Work Act 2009</i> (Cth).
<b>Exclusion Sanction</b>	has the same meaning as in subsection 3(3) of the Building Code 2016.
<b>Related Entity</b>	has the same meaning as in subsection 3(2) of the Building Code 2016.
<b>Subcontractor</b>	means a Building Contractor or Building Industry Participant who the <i>Contractor</i> has entered, or proposes to enter, into a subcontract with to undertake any <i>WUC</i>
<b>Works</b>	means Commonwealth Funded Building Work that is the subject of this <i>Contract</i> .

The *Contractor* declares as at the date of commencement of this *Contract* in relation to *the Works* that it and its subcontractors are not subject to an Exclusion Sanction.

The *Contractor*:

- (a) declares as at the date of commencement of this *Contract* in relation to *the Works*; and
- (b) must ensure that during the term of this *Contract* in relation to *the Works*,

that it and its Subcontractors comply with the Building Code 2016.

Compliance with the Building Code 2016 does not relieve the *Contractor* from responsibility to perform this *Contract*, or from liability for any defect in the *Works* arising from compliance with the Building Code 2016.



The *Contractor* must notify the ABCC of any breach or suspected breach of the Building Code 2016 as soon as practicable but no later than 2 *business days* after becoming aware of the breach or suspected breach and of the steps proposed to be taken to rectify the breach.

The *Contractor* acknowledges the powers and functions of the ABC Commissioner and the ABCC under the Act and the Building Code 2016 and will ensure that it and its Subcontractors comply with any requests made by the ABCC and the ABC Commissioner within those powers and functions, including but not limited to requests for entry under section 72 of the Act, requests to interview any person under section 74 of the Act, requests to produce records or documents under sections 74 and 77 of the Act and responding to requests for information concerning matters relating to the Building Code 2016 under subsection 7(c) of the Building Code.

The *Contractor* must only enter into a subcontract for any *WUC* where:

- (a) the Subcontractor is not covered by, and does not have Related Entities covered by, an Enterprise Agreement that does not meet the requirements of section 11 of the Building Code 2016;
- (b) the Subcontractor is not subject to an Exclusion Sanction or is excluded from undertaking work funded by a state or territory government unless approval to do so is provided by the ABC Commissioner.

The *Contractor* must ensure as far as is reasonably practicable that Subcontractors that are engaged by the *Contractor* in respect of *the Works* take remedial action to rectify non-compliant behaviour.

The *Contractor* must only enter into a subcontract for any *WUC* where:

- (c) the Subcontractor has submitted a declaration of compliance, including the further information outlined in Attachment A to the declaration of compliance, in substantively the same form as the model declaration of compliance applicable to contractors and subcontractors in relation to the Building Code 2016 (located in Part 4 in the document titled *Model Clauses Type B-Indirectly Funded* available on the ABCC website ([www.abcc.gov.au](http://www.abcc.gov.au))); and
- (d) the subcontract with the Subcontractor contains clauses in substantively the same form as the model contract clauses applicable to contractors and subcontractors in relation to the Building Code (located in Part 5 in the document titled *Model Clauses Type B-Indirectly Funded* available on the ABCC website ([www.abcc.gov.au](http://www.abcc.gov.au))).

The *Contractor* must only use products in building work that comply with the relevant Australian standards published by, or on behalf of, Standards Australia

The *Contractor* must ensure that any agreement entered into in relation to *the Works* with a Subcontractor requires the Subcontractor to only use products in relation to *the Works* that comply with the relevant Australian standards published by, or on behalf of, Standards Australia.

## 6. COMPLETION

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### 6.1. End of Job Report

As a requirement of *practical completion* the *Contractor* shall provide one (1) bound and one (1) PDF copies of an end of job report which shall contain the following as a minimum:

- (a) Material Test Results
- (b) As constructed drawings
- (c) Completed warranties for all fittings and fixtures including major supply information
- (d) Operations & Maintenance Manuals
- (e) Building Surveyor inspection certificates where applicable
- (f) Plumbing inspection certificates
- (g) Electrical inspection certificates
- (h) Final Inspection Certificates from an approved registered certifier

### 6.2. As Constructed Documents

No later than two weeks before the *date for practical completion*, and as a requirement of *practical completion*, the *Contractor* shall furnish to the *Superintendent* for acceptance/approval, two advanced 'draft' copies of the following documents:

- (a) As Constructed Drawings of *the Works*;
- (b) Operation and Maintenance Manuals.

The As Constructed Drawings must clearly detail the finished line, level, arrangements, layouts and the like of all of the constructed *Works*, including the pickup of any existing in-ground services encountered in the execution of *WUC*.

The As Constructed Drawings must be prepared utilising the latest issued version of the construction drawings and must be in AutoCAD 2010 format, or an alternative software package/format approved by the *Superintendent*, and must be in both digital file format (one (1) copy) and full size hard copy (two (2) copies).

The As Constructed Drawings must be duly titled as such, and must be dated and signed by the *Contractor*.



## PART 5 - SCOPE

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CROYDON SHIRE COUNCIL  
DESIGN AND CONSTRUCT SIX (6) HOUSES  
FOR STAFF ACCOMMODATION

Request For Tender No: T13 2024-25

## PART 5 – SCOPE

Council requires the design and construction of six (6) houses within the township of Croydon by an experienced and competent contractor prior to 15 October 2025.

The Contractor is solely responsible for all design, certification, construction and quality assurance of the finished houses. The contract sum as tendered must include all and any items required to fully complete each house ready for staff to move in.

This contract will not allow any claim (time or cost) for delays due to inclement weather (except as specifically nominated for exceptional events), transport delays or issues associated with access to machinery, materials, plant, or labour.

The site locations and concept house construction shall be generally in accordance with the sketches provide in this section. Materials, fittings, fixtures and workmanship must be capable of tolerating robust day to day use with long design life and/or warranty.

In addition to the specific work shown on the concept drawings, this contract includes but is not limited to:

- Colourbond fencing to back and side boundaries (complete) with returns to house with gates to allow vehicular access to rear yard.
- Rotary clothesline linked by concrete path to house.
- Spilt System Airconditioning to all areas (appropriately sized for the climatic conditions).
- LED down lights and ceiling fans wherever practicable, including patio.
- UV stabilised sun blind for western facing open patio areas.
- Interconnected smoke alarms in accordance with current rental standards.
- Fully connected and operational septic system.
- Hot and cold water connections to kitchen, bathroom, shower, and laundry.
- Connected Electric Hot water system – minimum size 250l.
- Laundry fittings suitable for water connection to washing machine and washing machine waste outlet on laundry tub.
- Water connected to the town water supply.
- Water saving devices.
- External taps at each corner (4 total) of the house.
- Electrical connection to Ergon supply.
- Switched Double GPO weatherproof to patio and carport areas.
- Floor coverings – not carpet, curtains shower screens.
- Fully installed Viewer Access Satellite Television (VAST) satellite dish and connections or similar.
- Curtains/Blinds to all bedroom windows.

- Outdoor blinds/protection on western facing windows.
- Flyscreens to all windows and security doors to entry/exits.
- All Footpaths and driveways to be concrete.
- Downpipes to run to street or front of property.
- The successful contractor is responsible for the preparation and earthworks on each site. To achieve appropriate surface drainage the site shall generally grade at a minimum of 0.5% to the street with the front boundary a minimum of 100mm above the road centreline. The rear only of Lot 711 on Temple Street can drain to Pilbrow Street.
- The attached geotechnical report provides detail of the typical site conditions at each location including the current site classification as class S and the effluent disposal system to be adopted for tendering purposes.

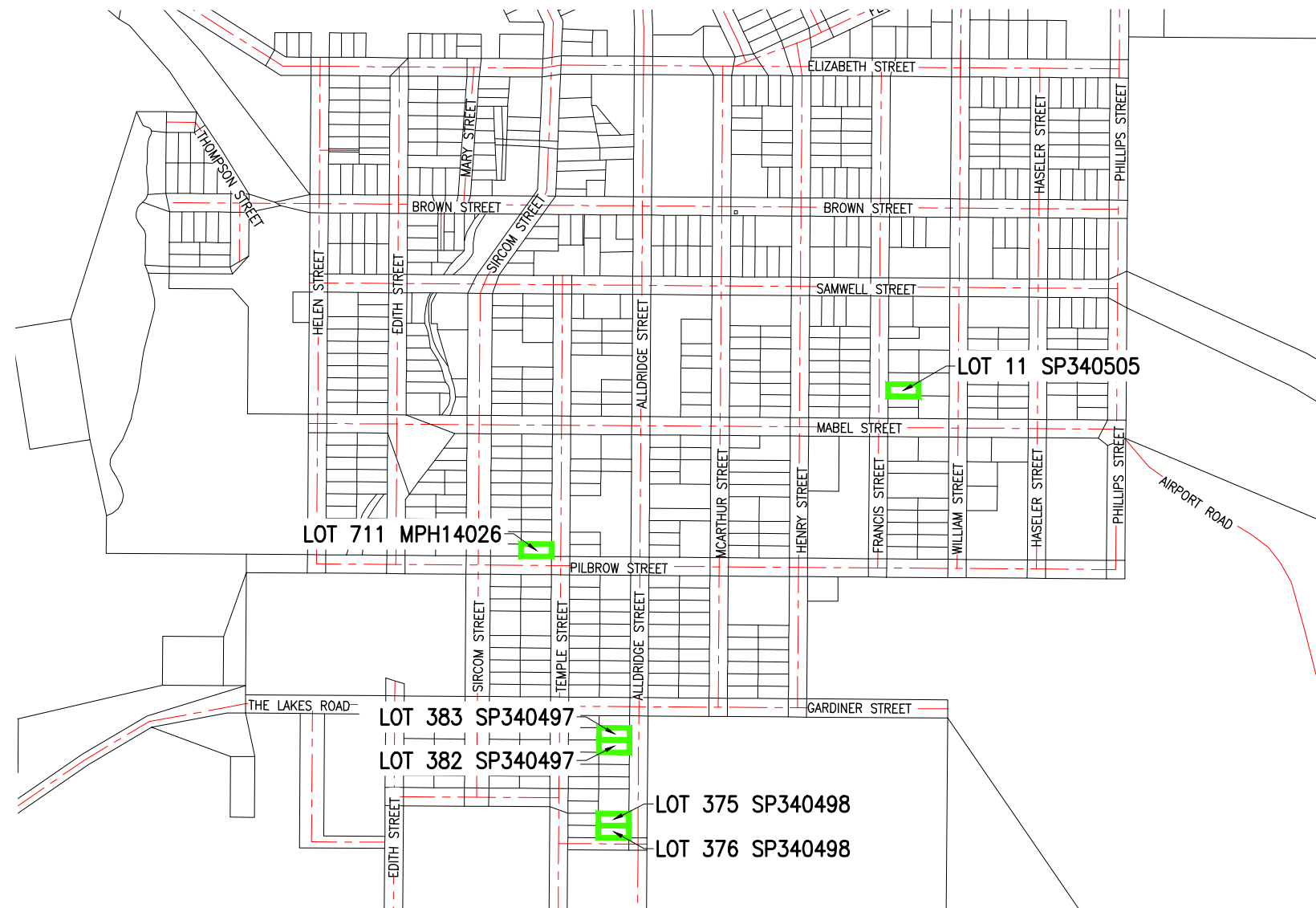
The successful contractor must submit a preliminary design (90% complete) with a schedule of all items for Council approval prior to finalisation of the design and certification.

Possession of site will only be provided following full building certification and council approval of the design and quality of material proposed.

# CROYDON SHIRE COUNCIL. STAFF HOUSING LOT LAYOUTS

## PROJECT DRAWINGS LIST

114-101-C100	COVER SHEET, LOCALITY PLAN AND DRAWINGS LIST
114-101-C101	LOT 11 SP340505 LAYOUT
114-101-C102	LOT 711 MPH14026 LAYOUT
114-101-C103	LOT 382 SP340497 & LOT 383 SP340497 LAYOUT
114-101-C104	LOT 375 SP340498 & LOT 376 SP340498 LAYOUT



Client:

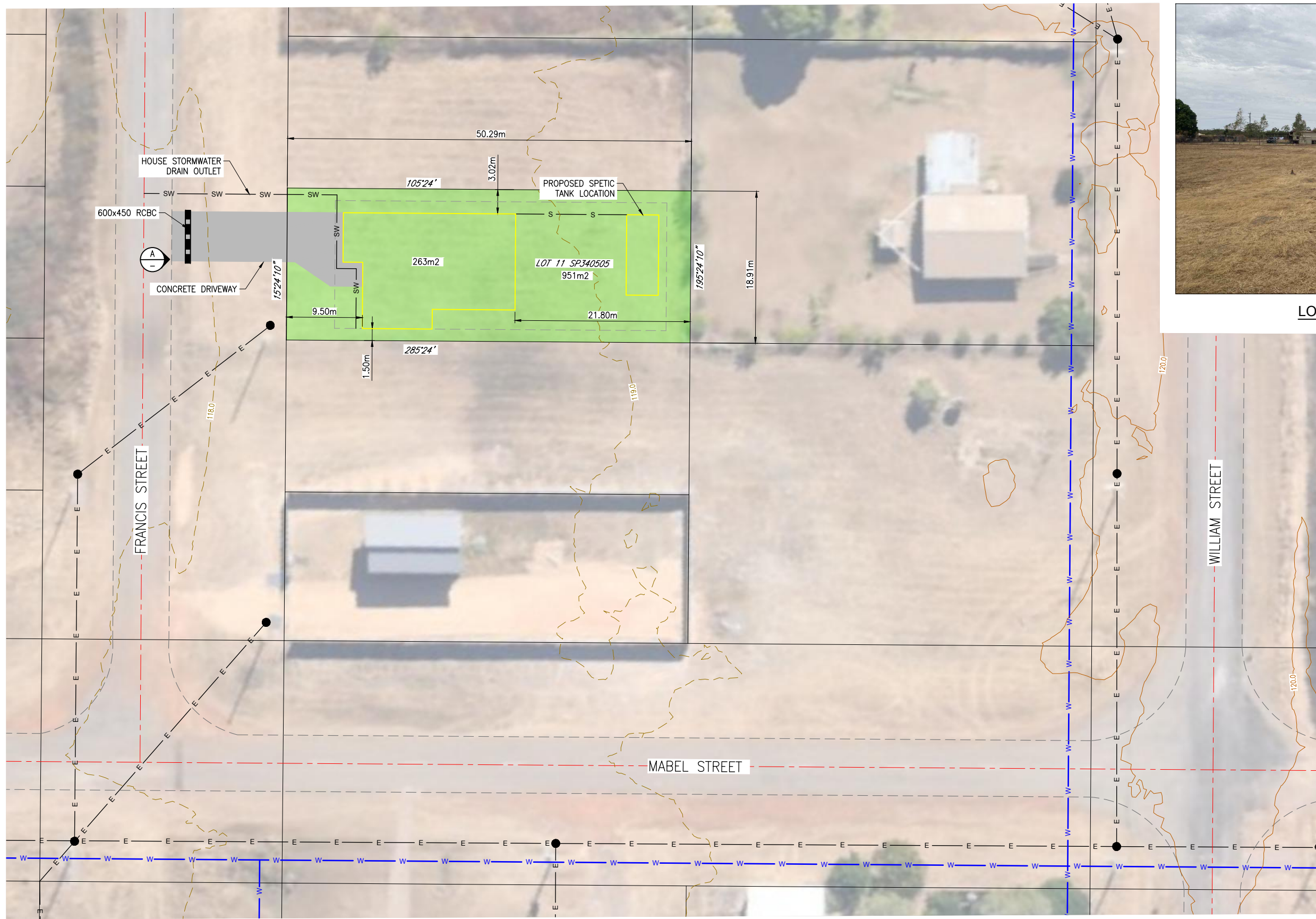


Prepared by:



FOR COUNCIL APPROVAL

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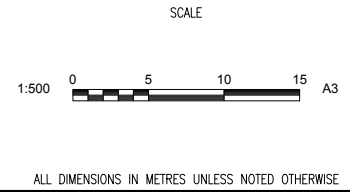
LOT 11 SP340505



- LEGEND**
- PROPERTY BOUNDARY
  - - - PROPERTY ENVELOPE
  - - - ROAD CENTRELINE
  - - - ROAD PARCEL
  - E — POWER SUPPLY NETWORK
  - W — EXISTING WATER
  - 4.0 — EXISTING MAJOR CONTOUR (5.0m)
  - - - 4.0 — EXISTING MINOR CONTOUR
  - EXISTING POWERPOLE
  - SW — FUTURE STORMWATER LINE
  - S — FUTURE SEWER LINE
  - CONCRETE DRIVEWAY

PRINT IN COLOUR FOR COUNCIL APPROVAL

NO.	DATE	DESCRIPTION	DESIGN	APPROVED
1	18/09/24	INITIAL ISSUE		



DRAWN	JD	DESIGNED	JD
DRAWN APPROVED		DESIGN APPROVED	
CIVIL SIGNOFF APPROVAL		DATE: RPEQ:	

PROJECT REF	CROYDON SHIRE COUNCIL STAFF HOUSING		
DRAWING REF	LOT 11 SP340505 LAYOUT		
DRAWING NO	114-101-SK01	SIZE	A3
		REVISION	1

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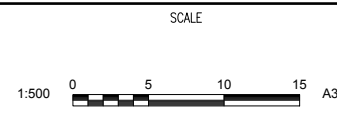


- LEGEND**
- PROPERTY BOUNDARY
  - PROPERTY ENVELOPE
  - ROAD CENTRELINE
  - ROAD PARCEL
  - E POWER SUPPLY NETWORK
  - W EXISTING WATER
  - 4.0 EXISTING MAJOR CONTOUR (5.0m)
  - 4.0 EXISTING MINOR CONTOUR
  - EXISTING POWERPOLE
  - SW FUTURE STORMWATER LINE
  - S FUTURE SEWER LINE
  - CONCRETE DRIVEWAY

PRINT IN COLOUR

FOR COUNCIL APPROVAL

NO.	DATE	DESCRIPTION	DESIGN	APPROVED
1	18/09/24	INITIAL ISSUE		

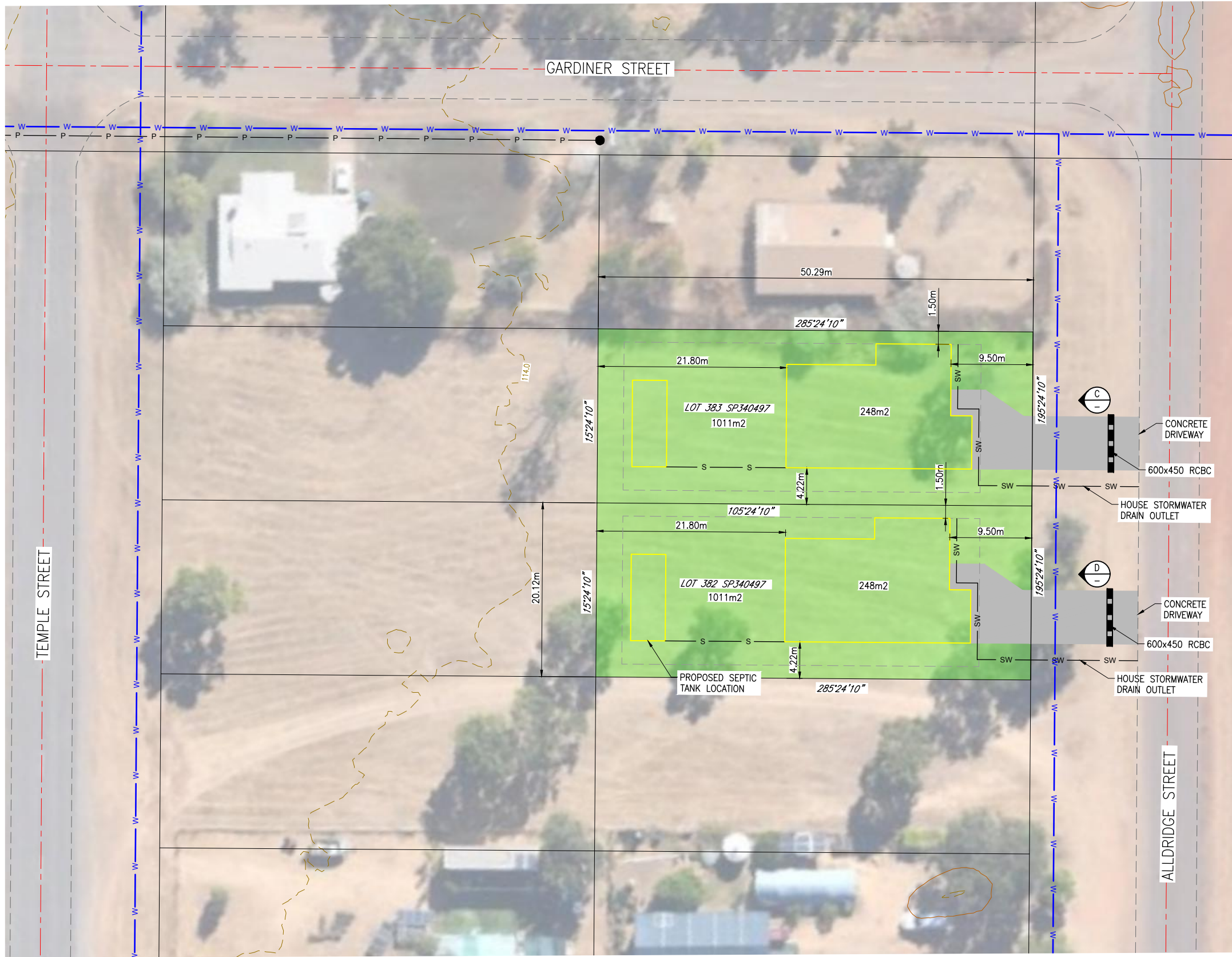


ALL DIMENSIONS IN METRES UNLESS NOTED OTHERWISE

DRAWN JD	DESIGNED JD
DRAWN APPROVED	DESIGN APPROVED
CIVIL SIGNOFF APPROVAL	
DATE:	RPE:

PROJECT REF	CROYDON SHIRE COUNCIL
	STAFF HOUSING
DRAWING REF	LOT 711 MPH14026 LAYOUT
DRAWING NO	114-101-SK02
SIZE	A3
REVISION	1





LOT 383 SP340497 (C)



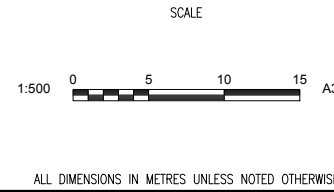
LOT 382 SP340497 (D)

- LEGEND**
- PROPERTY BOUNDARY
  - - - PROPERTY ENVELOPE
  - - - ROAD CENTRELINE
  - - - ROAD PARCEL
  - E - POWER SUPPLY NETWORK
  - W - EXISTING WATER
  - 4.0 - EXISTING MAJOR CONTOUR (5.0m)
  - 4.0 - EXISTING MINOR CONTOUR
  - EXISTING POWERPOLE
  - SW - FUTURE STORMWATER LINE
  - S - FUTURE SEWER LINE
  - CONCRETE DRIVEWAY

PRINT IN COLOUR FOR COUNCIL APPROVAL

PLOT DATE: 4/10/2024 2:22:36 PM FILE LOCATION: D:\ERSCON\Dropbox\ERSCON\114-Croydon SCI\101-Staff Housing\PMIDrawings\114-101-SK03 LOT 382 & 383 LAYOUT.dwg

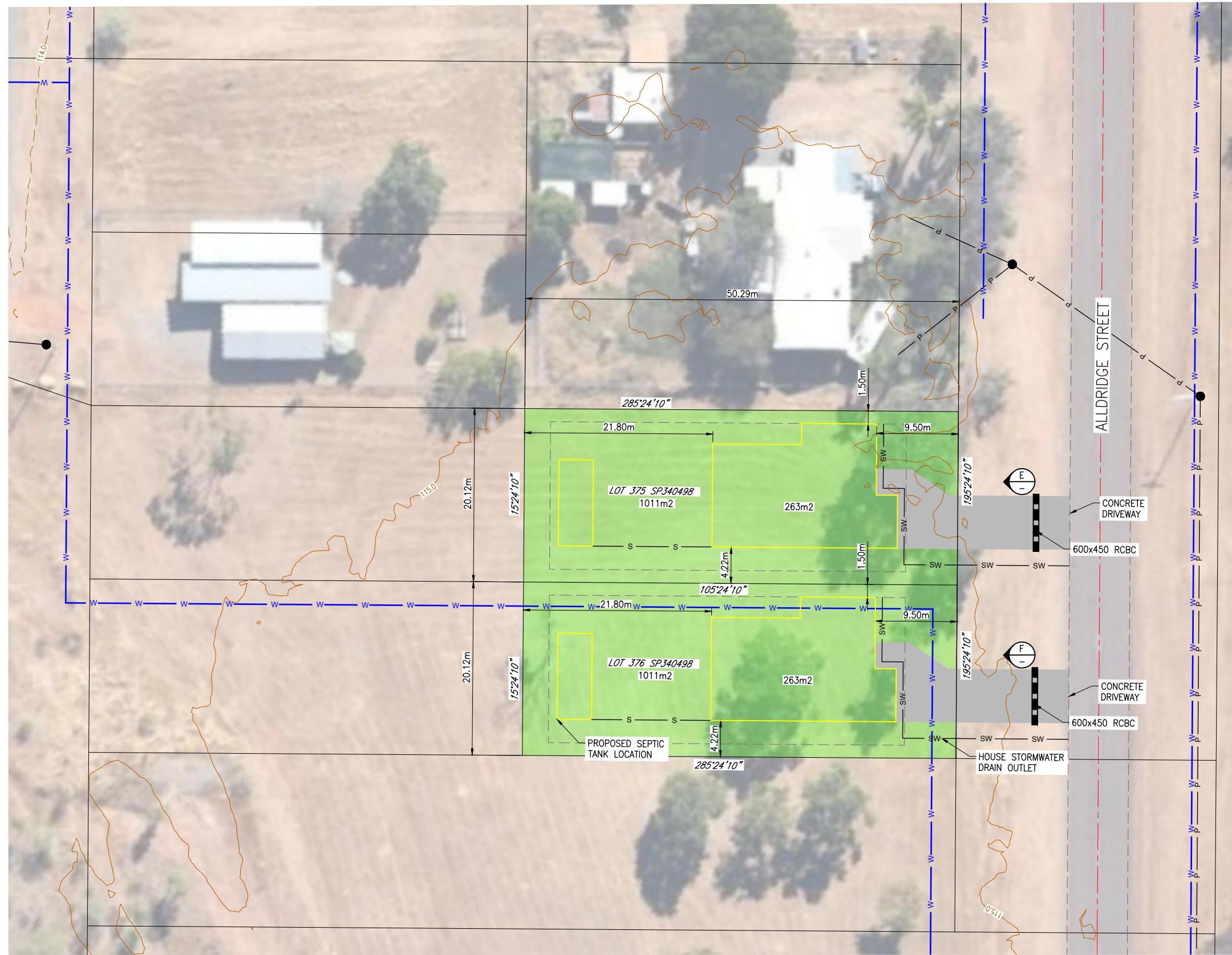
NO.	DATE	DESCRIPTION	DESIGN	APPROVED
1	23/09/24	INITIAL ISSUE		



DRAWN	JD	DESIGNED	JD
DRAWN APPROVED		DESIGN APPROVED	
CIVIL SIGNOFF APPROVAL		DATE: RPE:	

PROJECT REF	CROYDON SHIRE COUNCIL STAFF HOUSING		
DRAWING REF	LOT 382 SP340497 & LOT 383 SP340497 LAYOUT		
DRAWING NO	114-101-SK03	SIZE	A3
REVISION			1

PLOT DATE: 4/10/2024 2:13:33 PM  
 FILE LOCATION: D:\ERSCON\Dropbox\ERSCON\114-Croydon SCI\01 Staff Housing PM\Drawings\114-101-SK04 LOT 375 & 376 LAYOUT.dwg



LOT 375 SP340498 (E)



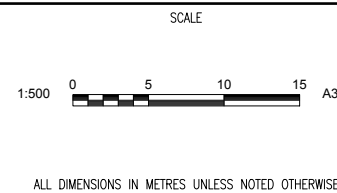
LOT 376 SP340498 (F)



- LEGEND**
- PROPERTY BOUNDARY
  - PROPERTY ENVELOPE
  - ROAD CENTRELINE
  - ROAD PARCEL
  - E POWER SUPPLY NETWORK
  - W EXISTING WATER
  - 4.0 EXISTING MAJOR CONTOUR (5.0m)
  - - - 4.0 EXISTING MINOR CONTOUR
  - EXISTING POWERPOLE
  - SW — FUTURE STORMWATER LINE
  - S — FUTURE SEWER LINE
  - CONCRETE DRIVEWAY

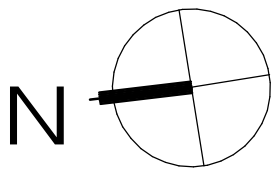
PRINT IN COLOUR FOR COUNCIL APPROVAL

NO.	DATE	DESCRIPTION	DESIGN	APPROVED
1	23/09/24	INITIAL ISSUE		



DRAWN	JD	DESIGNED	JD
DRAWN APPROVED		DESIGN APPROVED	
CIVIL SIGNOFF APPROVAL			
DATE:		RPEC:	

PROJECT REF	CROYDON SHIRE COUNCIL STAFF HOUSING		
DRAWING REF	LOT 375 SP340498 & LOT 376 SP340498 LAYOUT		
DRAWING NO	114-101-SK04	SIZE	A3
		REVISION	1



Boundary line 18 910

SITE AREA = 951 sqm
FLOOR PLAN = 144 sqm
DOUBLE CARPORT = 36 sqm
VERANDAHS = 40 sqm
PROPOSED DRIVEWAY = 94 sqm
BUILD UPON AREA = 314 sqm = 33%
LANDSCAPE AREA = 637 sqm = 67%

**GENERAL NOTES**

**EARTH WORKS**

Any services shall be located prior to excavation  
 And maintained or relocated for re-used as required  
 All Earthworks shall be carried out in accordance with the building code of Australia part 3.1.  
 Termite management shall be as per part 3.1.3 of the Building code of Australia.

**SUBSOIL DRAINAGE**

All subsoil drainage & agricultural drains shall be in accordance with the building code of Australia part 3.2.1

**DRAIN AND STORM WATER**

Connect all new bathroom, toilet and shower fittings To proposed septic tank all in accordance with the Water authorities requirements and regulations.  
 New downpipes to stormwater line divert to street

**FOOTINGS, SLAB, BEAMS AND PIERS**

All new reinforced footings and slab shall be in accordance With the structural engineer details and in accordance with The building code of Australia part 3.2

**TIMBER STUD WALL if any AND ROOF TRUSSES**

Where located on the plans, sections and elevations provide new timber roof trusses and wall frames all to manufacturer design and recommendations. All timber to be in accordance with AS1684 and the building code of Australia part 3.4  
 Provide 75mm thick fibreglass insulation and sarking to all new timber studwall and new roof area.

**WALL CLADDING**

All selected wall cladding shall comply with the Provisions set out in the building code of Australia part 3.5 Which also include gutters and downpipes.

**WET AREAS**

All new wet areas shall be constructed in accordance with the building code of Australia part 3.8.1.

**GLAZING**

All new GLAZING shall be constructed in accordance with the building code of Australia part 3.6.

**SMOKE ALARM**

Smoke alarm must be installed in class 1 building in accordance With clause 3.7.7.2 of the building code of Australia

Builder have to *check all relevant dimension* before ordering Any prefabricated item from the manufacturer.  
 Builder have to check DIAL BEFORE YOU DIG before excavation Commenced.

The enclosed house plan and lot layout is conceptual and has produced to assist the building designer to create a final design.

The house layout and orientation are to consider, but not limited as follows:-

1. Seasonal sun direction for the Croydon, Qld area to protect the house from heat in the hotter months
2. Employ all heat protection devices in the roof cavity to reduce heat inside the house.
3. Prevailing wind directions and the use of breeze ways through the house.
4. Solar panel location to acheive ultimate power generation.
5. Fans and lights on the verandah.
6. Maximise the yard area and potential vehicle access to the rear yard by maximising side offsets from the fence

Dotted line showing building envelope

**Lot 11  
 SP340505  
 951sqm**

Proposed location of septic tank

Dotted line showing stormwater to street

Boundary line 50 290

Boundary line 50 290

VACANT BLOCK

VACANT BLOCK

Single storey Concrete block Residence 144sqm.

Double Carport 36sqm

Concrete Driveway

Grass

Lock up Shed  
 Verandah 12 sqm.

Verandah 28 sqm.

Boundary line 18 910

Existing power pole

Table Drain


Culvet to be 600 x 450 RCBC

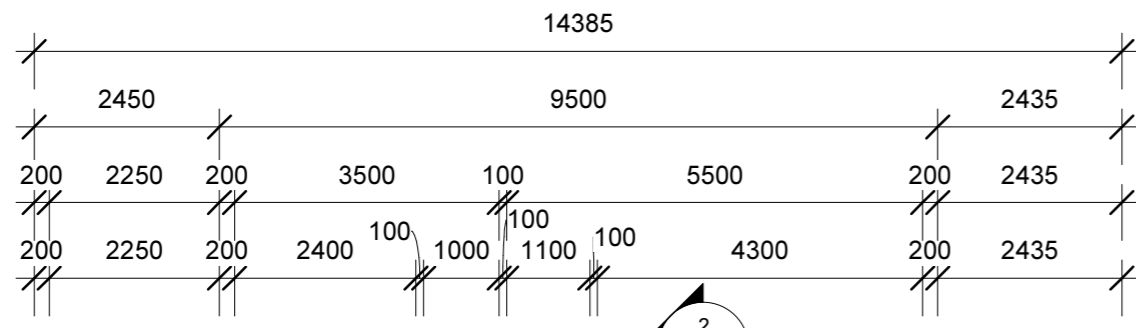
Edge of Bitumen

**FOR COUNCIL APPROVAL**

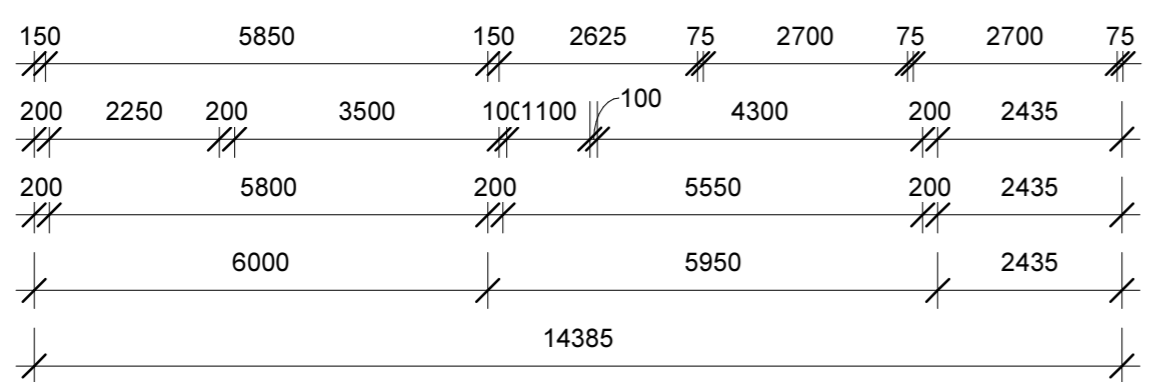
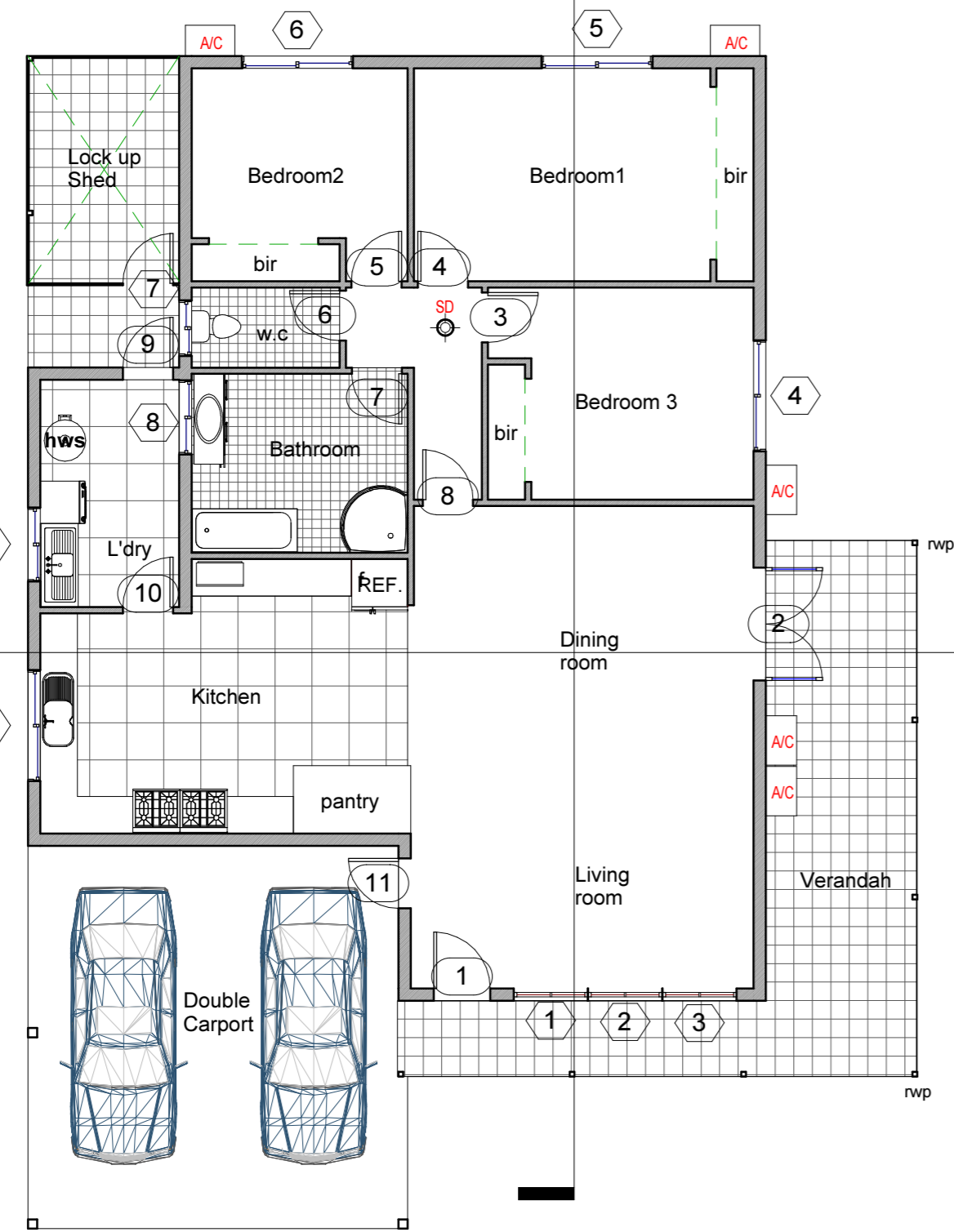
1 Site plan  
 1 : 200

No.	Description	Date
DATE : 27/09/2024	DRAWN : JFH	Dwg no. CEO. 04
SCALE : AS SHOWN	CHECKED :	

CLIENT	TITLE Proposed Staff housing plan for Croydon Shire Council at Lot 11 SP 340505	
A3 size		



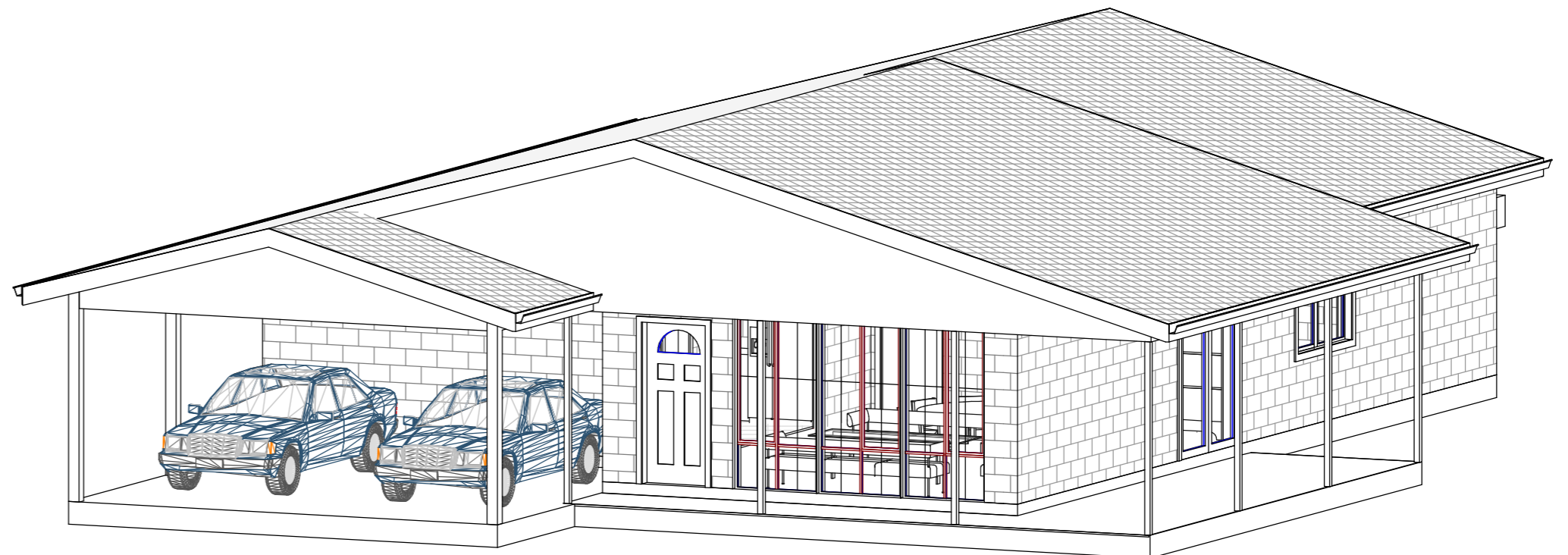
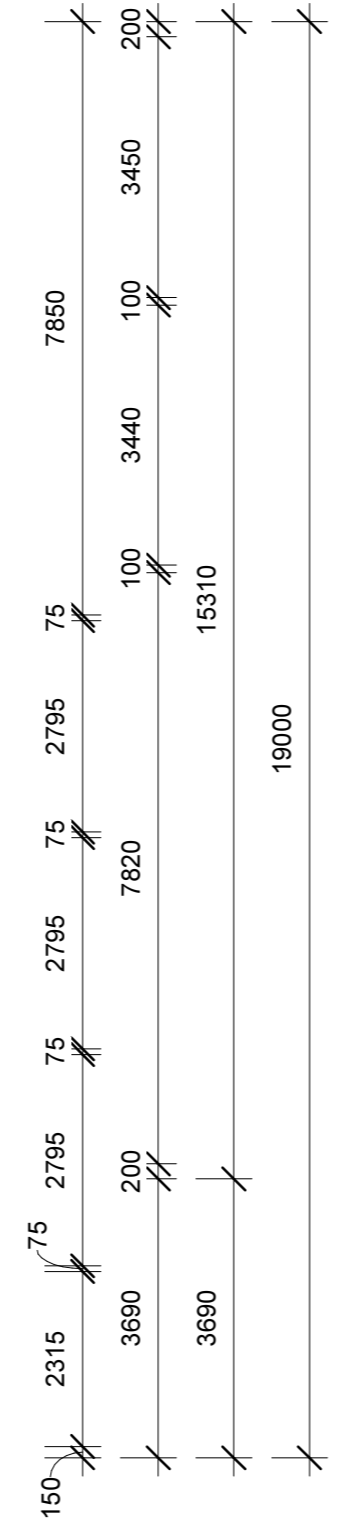
2  
Dwg no. CEO. 02



1 Ground Floor  
1 : 100

Door Schedule			
Mark	Height	Width	Comments
1	2134	915	
2	2134	1830	
3	2134	810	
4	2134	810	
5	2134	810	
6	2134	810	
7	2134	810	
8	2134	810	
9	2134	810	
10	2134	810	
11	2134	810	
12	2134	810	
Grand total: 12			

Window Schedule			
Mark	Width	Height	Comments
1	1200	2410	
2	1200	2410	
3	1200	2410	
4	1800	1200	
5	1800	1200	
6	1800	1200	
7	900	600	
8	1200	600	
9	1200	600	
10	1800	900	
Grand total: 10			

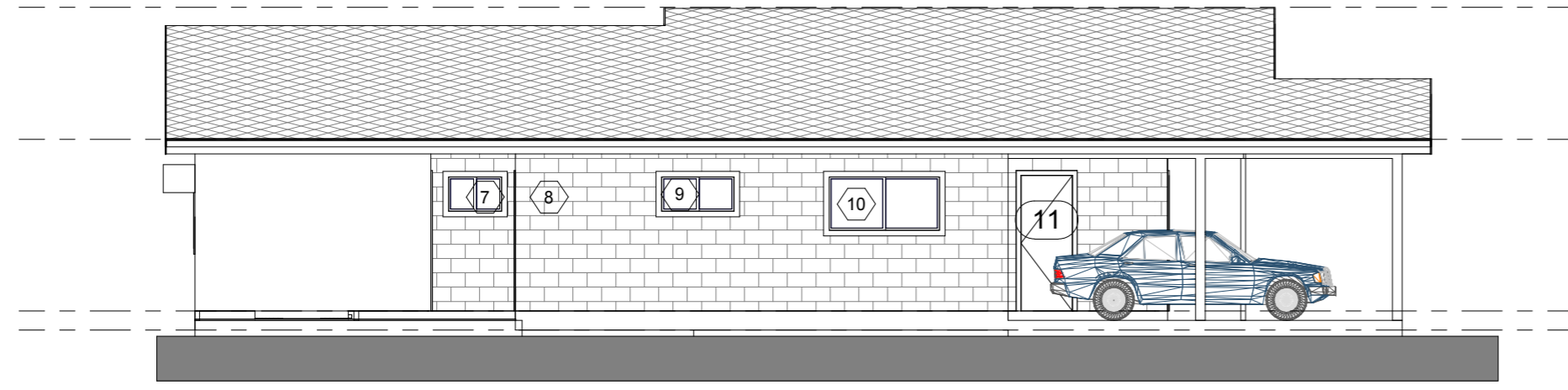


2 3 Dimentional

# Gable Roof

COMMENTS			REVISIONS			CLIENT		
NO.	DATE		No.	Description	Date			
DATE : 16/09/2024			DRAWN : JFH			DWG NO.		
SCALE : AS SHOWN			CHECKED :			Dwg no. CEO. 01		
						TITLE		
						Proposed Staff housing plan for Croydon Shire Council "GABLE ROOF"		

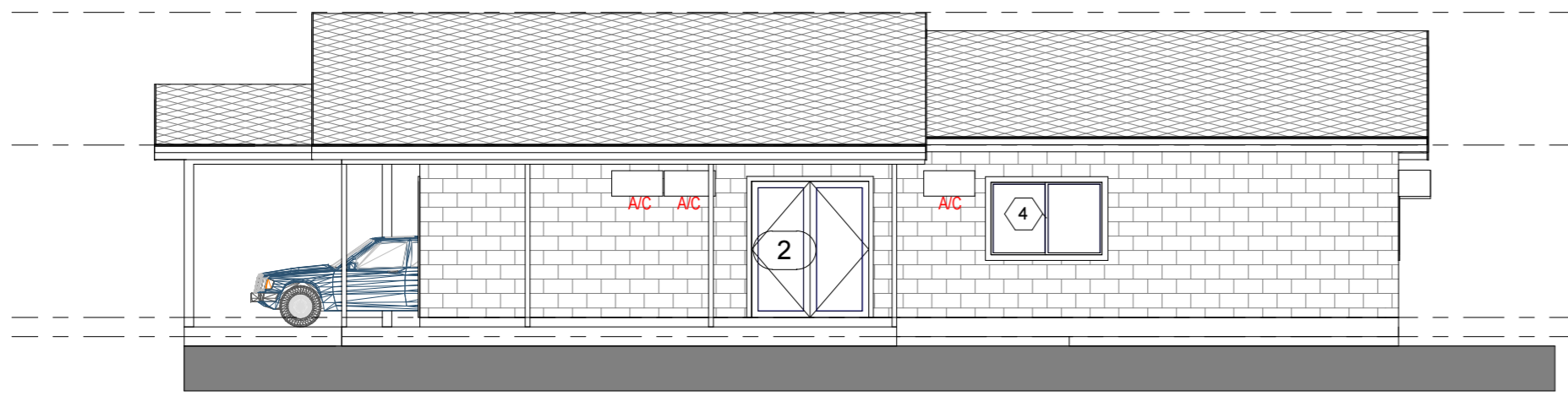




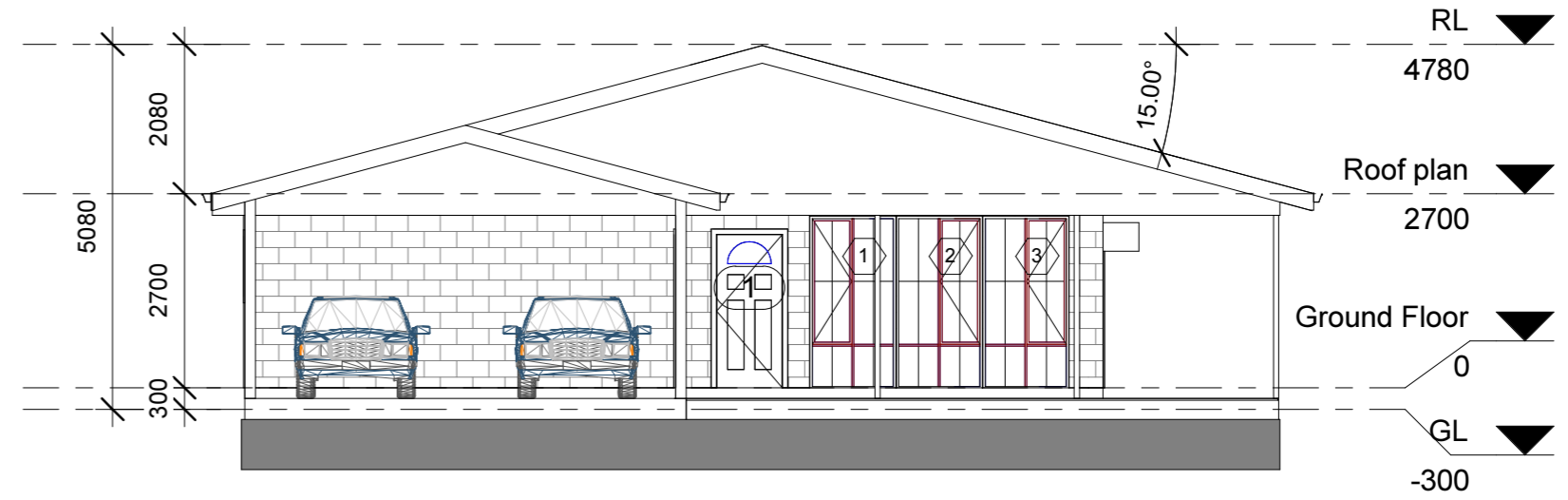
**5 South Elevation**  
1 : 100



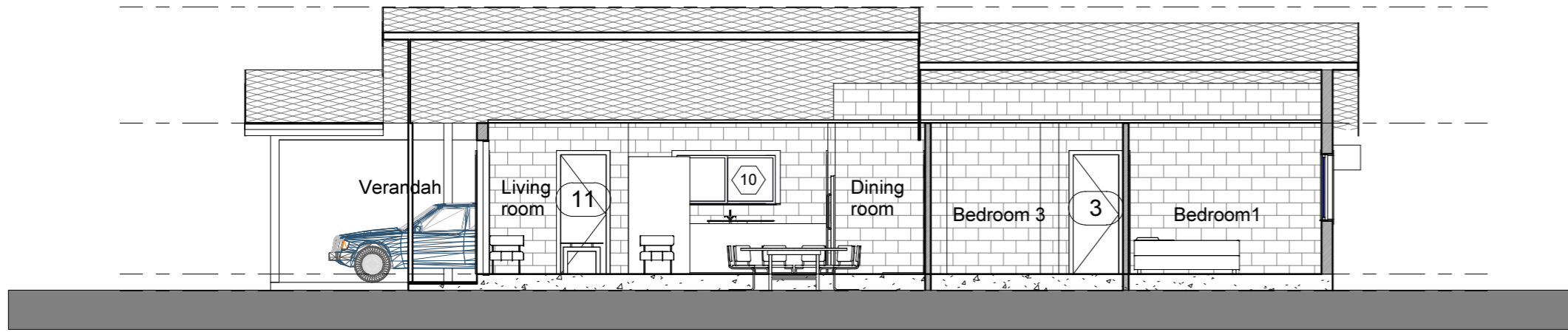
**4 West Elevation**  
1 : 100



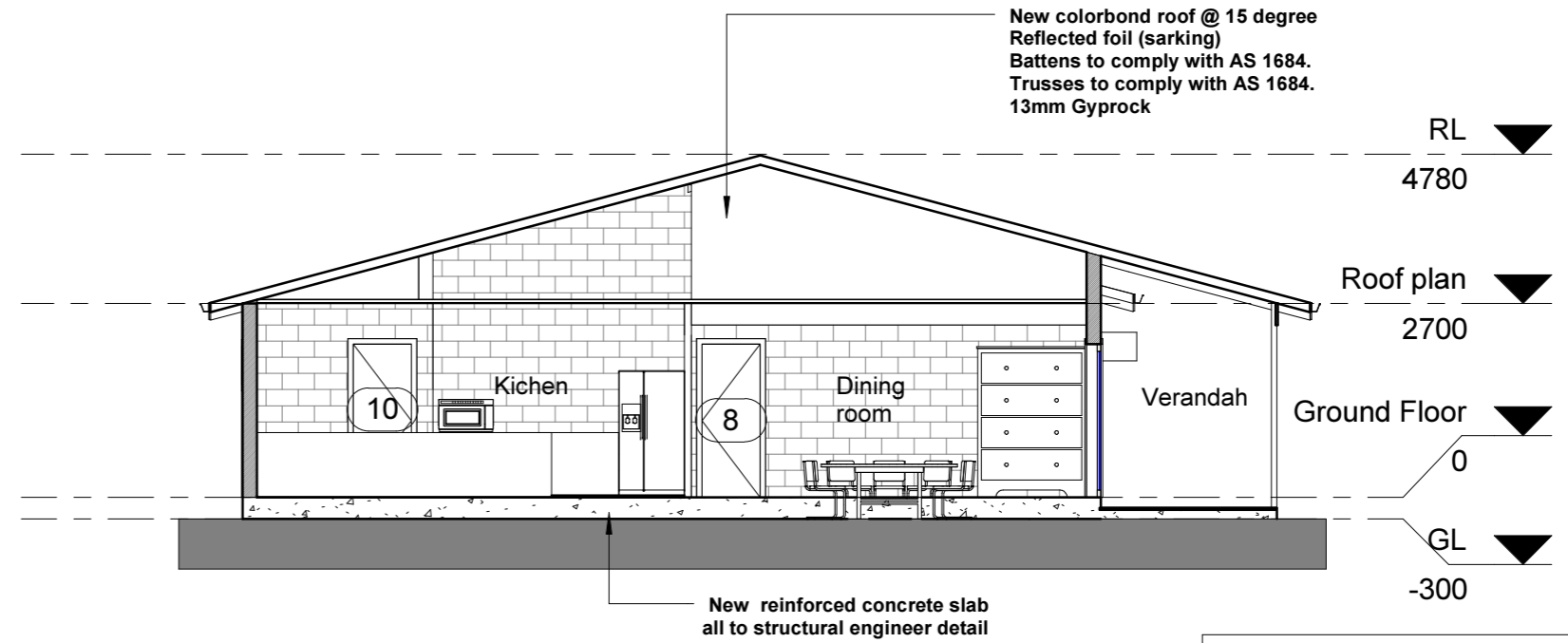
**1 North Elevation**  
1 : 100



**6 East Elevation**  
1 : 100



**2 Section 1**  
1 : 100



**3 Section 2**  
1 : 100

**Gable Roof**

**FOR COUNCIL APPROVAL**

NO.	DATE	COMMENTS	REVISIONS	CLIENT
DATE :	16/09/2024	DRAWN : JFH	DWG NO.	
SCALE :	AS SHOWN	CHECKED :	Dwg no. CEO. 02	
No.	Description		Date	

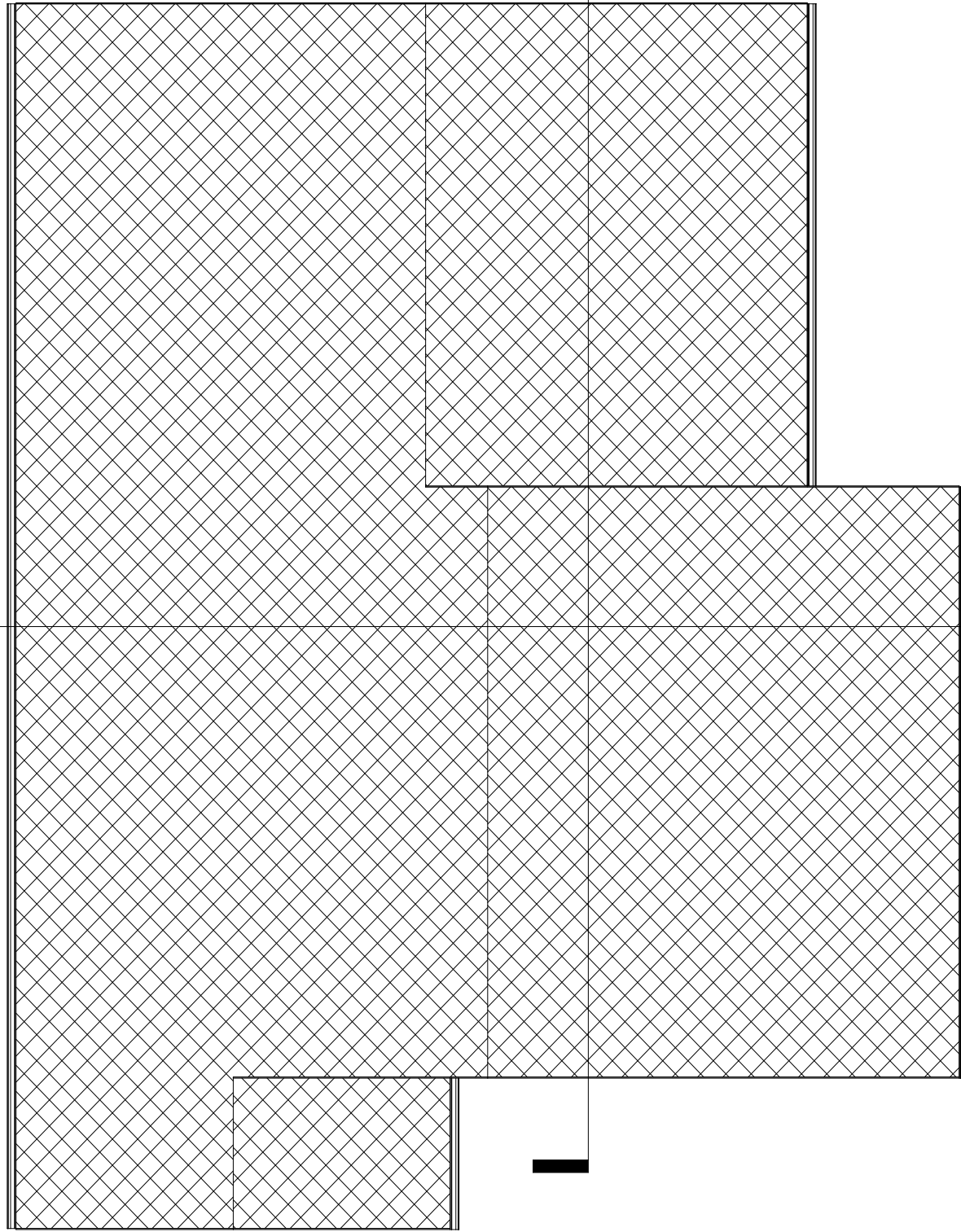
**A2 SIZE**

TITLE  
Proposed Staff housing plan for Croydon Shire Council "GABLE ROOF"



2  
Dwg no. CEO. 02

3  
Dwg no. CEO. 02




# GableRoof

1 Roof plan  
1 : 100

**FOR COUNCIL APPROVAL**

No.	Description	Date
DATE : 16/09/2024	DRAWN : JFH	Dwg no. CEO. 03
SCALE : AS SHOWN	CHECKED :	

CLIENT	TITLE	 <b>ERSCON</b> <small>ENGINEERS</small>



**Site Classification**

**And**

**Wastewater Management System**

**For**

**Croydon Shire Council**

**At**

**Lot 383 Aldridge Street**

**Croydon**

## **INTRODUCTION:**

Earth Test has been engaged by Croydon Shire Council to assess, design and report on Site Classification and a Domestic Wastewater Management System at Lot 383 Alldridge Street, Croydon.

Real Property Description:-

Lot 383, on SP 340497

Local Authority: Croydon Shire Council.

It is understood the intention is to construct a new dwelling at the site.

A site and soil evaluation was carried out in July 2024.

## **SITE FACTORS:**

The site was identified by its site address, a photo was taken to confirm the sites identity.

The lot has an area of 1011 square metres.

The water supply for the dwelling will be reticulated town water.

Two Dynamic Cone Penetrometer tests were performed at locations DCP1 and DCP2, two boreholes BH1 and BH2, and one constant head soil permeability test P1 as shown on the site plan.

Atterberg Limits tests were performed on a disturbed sample from Borehole1.



**Borehole being sampled at Lot 383 Alldridge Street, Croydon**





## SITE INVESTIGATION REPORT

### BOREHOLE LOG

<b>CLIENT:</b> Croydon Shire Council.		<b>DATE SAMPLED:</b> 16/07/2024
<b>PROJECT:</b> Lot 383 Alldridge Street, Croydon.		<b>Sampled by:</b> G. Negri
<b>REPORT DATE:</b> 19/08/2024		
<b>BOREHOLE No:</b> BH1		
<b>DEPTH (m)</b>	<b>DESCRIPTION</b>	<b>COMMENTS</b>
0.0-0.6	Sandy SILT, Grey-Brown	Disturbed sample 0.6-0.9m.
0.6-1.0	Silty SAND, Brown, with Gravel	Watertable not encountered.
1.0-1.6	Sandy Gravelly SILT, Orange-Brown	
<b>BOREHOLE No:</b> BH2		
<b>DEPTH (m)</b>	<b>DESCRIPTION</b>	<b>COMMENTS</b>
0.0-0.4	Sandy SILT, Grey-Brown	Watertable not encountered.
0.4-1.8	Silty Gravelly SAND, Orange-Brown	



## ATTERBERG LIMITS TEST REPORT

**CLIENT:** Croydon Shire Council

**SAMPLE No:** SI 456-24

**PROJECT:** Lot 383 Alldridge Street, Croydon

**DATE SAMPLED:** 16/07/2024

**SAMPLE DETAILS:** BH1 0.6-0.9m

**Sampled by:** G. Negri

**REPORT DATE:** 19/08/2024

**Tested By:** K. Hodgson

TEST METHOD	RESULT
<b>Liquid Limit:</b> AS 1289.3.9.2	23%
<b>Plastic Limit:</b> AS 1289.3.2.1	19%
<b>Plasticity Index:</b> AS 1289.3.3.1	4%
<b>Linear Shrinkage:</b> AS 1289.3.4.1	1.5%
<b>Length Of Mould:</b>	125mm
<b>Cracking, Crumbling, Curling, Number Of Breaks:</b>	Nil
<b>Sample History:</b>	Oven Dried
<b>Preparation Method:</b>	Dry Sieved
<b>Insitu Moisture Content:</b>	3.5%
<b>% Passing 0.075mm:</b>	



# **DYNAMIC CONE PENETROMETER REPORT** **AS 1289.6.3.2**

**CLIENT:** Croydon Shire Council.

**SAMPLE No:** SI 456-24

**PROJECT:** Lot 383 Alldridge Street, Croydon.

**DATE SAMPLED:** 16/07/2024

**SAMPLE DETAILS:** Sites "DCP1 & DCP2." as per site plan.

**Tested By:** G. Negri

**REPORT DATE:** 19/08/2024

<b>DEPTH (Metres)</b>	<b>Site: DCP1</b>	<b>Site: DCP2</b>
	<b>No Blows</b>	<b>No Blows</b>
<b>0.0 – 0.1</b>	6	4
<b>0.1 – 0.2</b>	10	6
<b>0.2 – 0.3</b>	18	6
<b>0.3 – 0.4</b>	12	8
<b>0.4 – 0.5</b>	18	10
<b>0.5 – 0.6</b>	16	12
<b>0.6 – 0.7</b>	20/40mm	12
<b>0.7 – 0.8</b>		14
<b>0.8 – 0.9</b>		16
<b>0.9 – 1.0</b>		22/50mm
<b>1.0 – 1.1</b>		
<b>1.1 – 1.2</b>		
<b>1.2 – 1.3</b>		
<b>1.3 – 1.4</b>		
<b>1.4 – 1.5</b>		
<b>1.5 – 1.6</b>		
<b>1.6 – 1.7</b>		
<b>1.7 – 1.8</b>		
<b>1.8 – 1.9</b>		
<b>1.9 – 2.0</b>		



## **SITE CLASSIFICATION**

### **Lot 383 Alldridge Street, Croydon.**

The Dynamic Cone Penetrometer test results indicate adequate allowable bearing pressure to 1.5m.

The Atterberg Limits test results indicate a slightly reactive soil.

The characteristic surface movement ( $y_s$ ) is estimated to be in the  $0 < y_s \leq 20\text{mm}$  range. According to TABLE 2.3 of AS 2870-2011 the site must be classified **CLASS-"S"**.

To comply with the "Building Services Board Subsidence Policy" advice should be sought from a Registered Professional Engineer for footing design.

All site works must be carried out in accordance with AS 3798-2007 "Guidelines on earthworks for commercial and residential developments"

If the depth of any cut exceeds 0.5m or uncontrolled fill exceeds 0.4m the classification shall be reconsidered.

Because this investigation is limited in scope and extent, it is possible that areas may exist which differ from those shown on the test hole records and used in the site classification. Should any variation from the reported conditions be encountered during excavation work, this office must be notified immediately so that reappraisal of the classification can be made.

Gavin Negri  
Earth Test



## **SITE AND SOIL EVALUATION**

### **Lot 383 Alldridge Street, Croydon.**

The site and soil evaluation carried out on 16/07/2024 provided the following results.

#### **Site Assessment**

<b><u>Site Factor</u></b>	<b><u>Result</u></b>
Slope	Level
Shape	Linear Planar
Aspect	Nil
Exposure	Good
Erosion/land slip	Not noted.
Boulders/rock outcrop	Not on lot
Vegetation	Grass
Watercourse	Not in area affected by Land Application Area.
Water table	Not encountered during investigation.
Fill	Not in Land Application Area.
Flooding	Not likely.
Channelled run-off	Not found
Soil surface conditions	Firm, dry
Other site specific factors	Nil

#### **Soil Assessment**

<b><u>Soil Property</u></b>	<b><u>Result</u></b>
Colour	Brown
Texture	Sandy Loam
Structure	High
Coarse Fragments	<2%
Measured Permeability Ksat (m/d)	Indicative Permeability 1.5-3.0
Dispersion	Slakes
Soil Category	3
Resultant Design Load Rating, DLR (mm/d)	25



## **WASTEWATER MANAGEMENT SYSTEM**

An “All-Waste” septic tank discharging into conventional trenches is considered suitable for this site

This system has been designed to conform to the requirements of the following codes, acts, regulations and standards. All work to be carried out in accordance with the following codes.

- AS/NZ 1547:2012 On-site domestic-wastewater management.
- Queensland PLUMBING AND DRAINAGE ACT 2018.
- Queensland STANDARD PLUMBING AND DRAINAGE REGULATION 2019.
- Queensland PLUMBING AND WASTEWATER CODE.

### **SYSTEM SIZING FACTORS.**

A population equivalent of six (6) persons has been chosen for the proposed four bedroom dwelling.

Standard water-reduction fixtures must be used to ensure the integrity of the system.

They shall include:-

- Dual flush 6/3 litre water closets.
- Shower-flow restrictors.
- Aerator faucets (taps).
- Water-conserving automatic washing machines.

Note: - Garbage grinders are not permitted.

The water supply for the dwelling will be reticulated town water.

As per AS/NZ 1547:2012 Appendix H, Table H1 the “Typical wastewater design flow” for a “Reticulated water supply” gives a flow allowance of 150 L/Person/day.

The daily flow for the dwelling (6 persons @ 150 L/person/day) will be 900 L/day.

From AS/NZ 1547:2012 Table J1 the minimum capacity of the All-Waste septic tank required is 3000 L.

The tank must be fitted with an effective outlet filter.

## **LAND-APPLICATION SYSTEM**

### **DISPOSAL AREA SIZING**

From AS/NZ 1547:2012 APPENDIX L, L4 DESIGN AREA SIZING, L4.2 Sizing

$$L = Q / (DLR \times W)$$

Where:

L = length in m

Q = design daily flow in L/day

DLR = Design Loading Rate in mm/d

W = Width in m

$$\begin{aligned} L &= 900/25 \times 0.9 \\ &= 40 \end{aligned}$$

**Use three 14m long by 0.9m wide conventional trenches for land application area.**

*See plan and detail cross-section.*

**Its recommended that 1kg gypsum per m<sup>2</sup> be applied to the base before laying aggregate**

### **SYSTEM INSTALLATION**

Avoid compaction by keeping people and machinery off the finished trench or bed floor. The Land Application Area is not able to withstand traffic and must not be driven on. The system shall be installed by a licensed plumber in accordance with the manufacturer's recommendations, local government requirements and the relevant Australian Standards.

### **Operation and Maintenance**

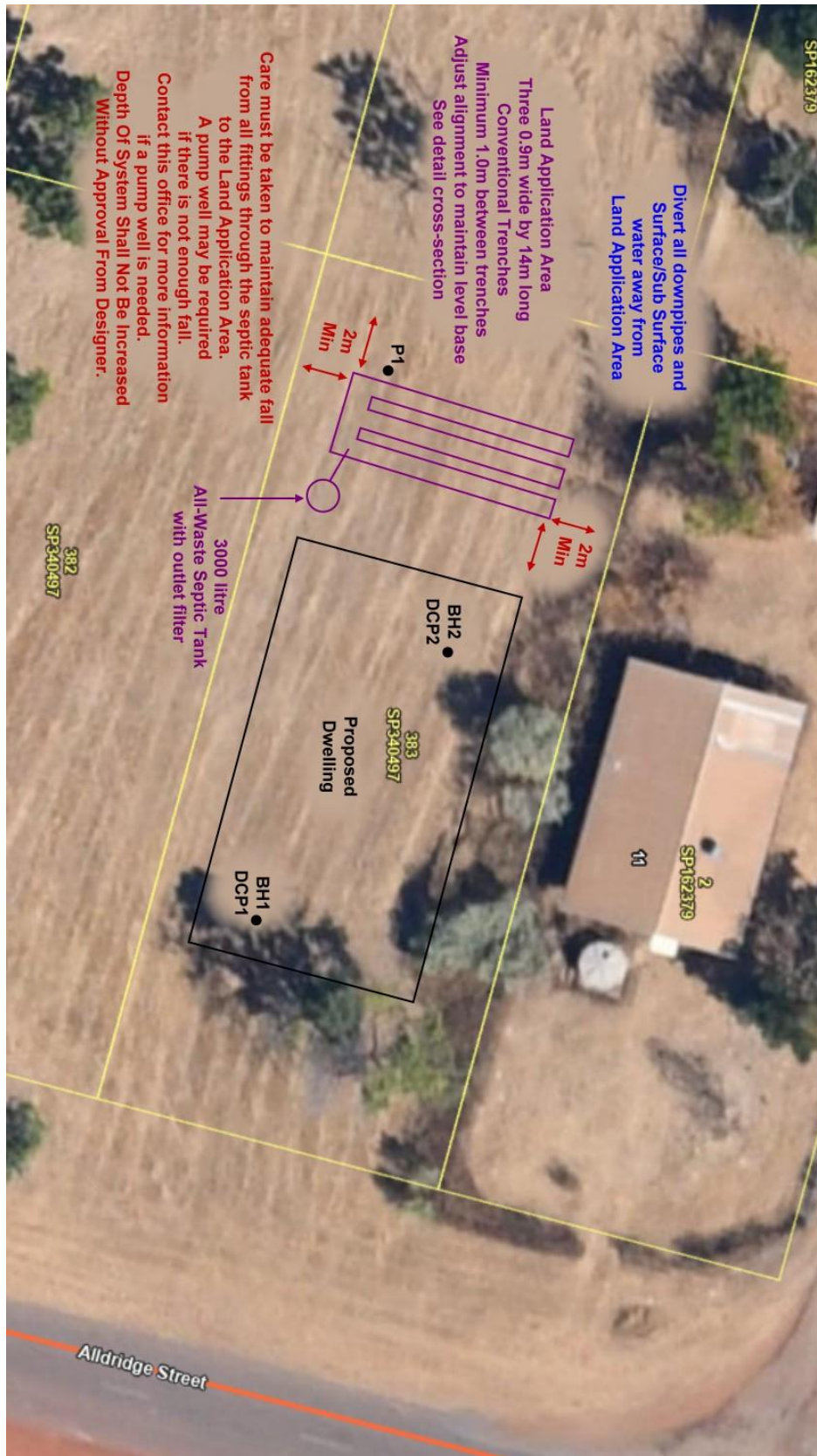
Homeowners should be fully informed of the proper operation and maintenance requirements of the on-site wastewater system.



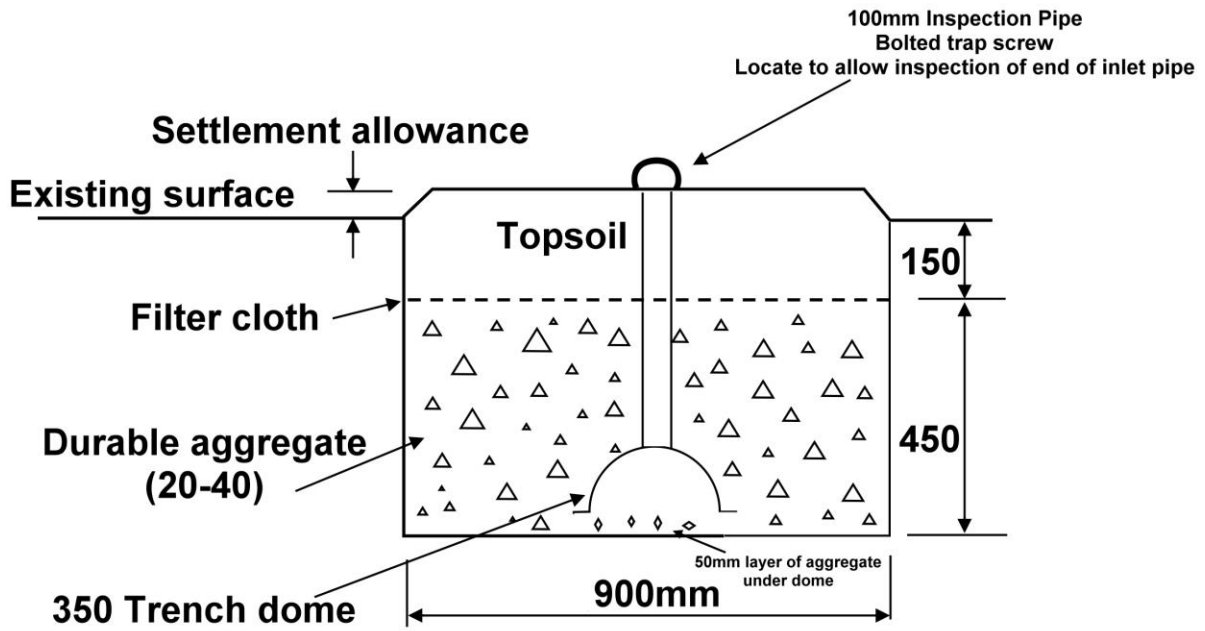
Gavin Negri  
Earth Test



**SITE PLAN**  
**Lot 383 Alldridge Street, Croydon.**  
**NOT TO SCALE**

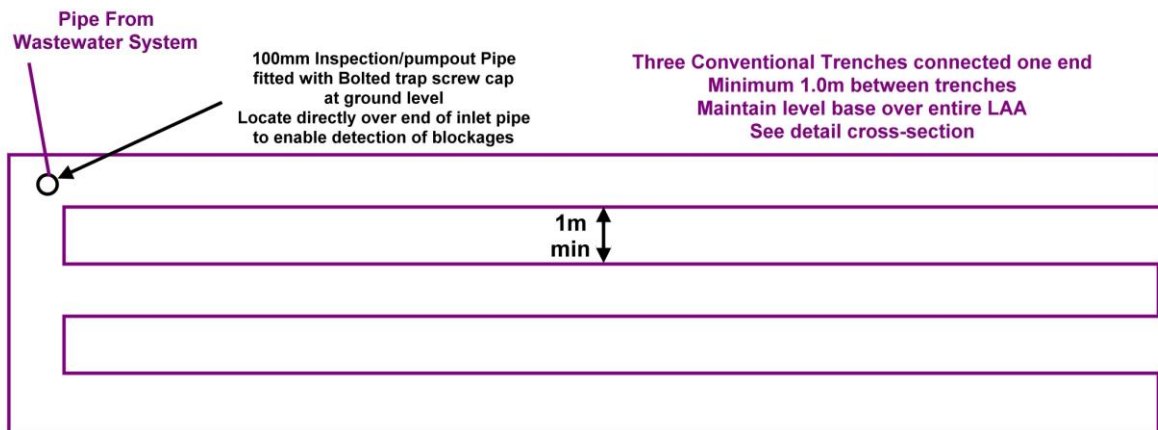






## 900 Wide Conventional Trench

### Land Application Area Typical Plan





# PART 6 - RESPONSE SCHEDULES

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CROYDON SHIRE COUNCIL  
DESIGN AND CONSTRUCT SIX (6) HOUSES  
FOR STAFF ACCOMMODATION

Request For Tender No: T13 2024-25

## **Notice to Tenderer: Collection, Use and Disclosure of Information**

### **1. Information Privacy**

1.1 The Principal collects personal information and non-personal information in the Tender so that it can properly conduct the procurement process and otherwise carry out its functions as a local government authority. The Principal is authorised to collect this information under the Local Government Act 2009 (Qld) (LGA) and the Local Government Regulation 2012 (Qld). The information in the Tenderer's Tender will be accessible by employees of the Principal and third party personnel engaged to assist the Principal in conducting the procurement process or otherwise carrying out the functions of the Principal. Information in the Tender may also be disclosed in accordance with the Procurement Process Conditions and as required by law, including the Local Government Regulation 2012 (Qld) (LGR) and the Right to Information Act 2009 (Qld) (the RTI Act) as described below.

### **2. Publication and display of relevant details under Local Government Regulation**

2.1 The LGR provides that the Principal must, as soon as possible after entering into a contractual arrangement worth \$200,000 or more (exclusive of GST) publish relevant details of the contract (including the person with whom the Principal has entered into the contractual arrangement, the value of the contractual arrangement and the purpose of the contractual arrangement) on the Principal's website and display relevant details of the contract in a conspicuous place in the Principal's office. The relevant details must be published or displayed in this manner for a period of at least 12 months.

2.2 The Principal may also be required to make documentation and information contained in, or provided by the Tenderer in connection with, a Tender (including documentation and information identified by the Tenderer as confidential) publicly available where that documentation or information is:

- (a) discussed in a local government meeting (as that term is defined in the LGA (**Local Government Meeting**));
- (b) included in a report or other document that:
  - (i) relates to an item on the agenda for a Local Government Meeting and is made available to councillors or committee members for the purposes of the meeting;
  - (ii) is directly relevant to a matter considered or voted on at a Local Government Meeting; or
  - (iii) is presented at a Local Government Meeting for the consideration or information of the local government or committee; or
- (c) otherwise required to be disclosed pursuant to a provision of the LGA or the LGR.

### **3. Disclosure under Right to Information Act**

3.1 The RTI Act provides members of the public with a legally enforceable right to access documents held by Queensland Government agencies (including the Principal). The RTI Act requires that documents be disclosed upon request, unless the documents are exempt or on balance, disclosure is contrary to public interest. Information or documentation contained in or provided by a Tenderer in connection with a Tender is potentially subject to disclosure to third parties, including documentation and information identified by the Tenderer as confidential. Any application for disclosure will be assessed in accordance with the terms of the RTI Act.

3.2 Notwithstanding any other provision of the Tender Documents or a Tender, if a Tender is accepted, the Principal may publish on a Queensland Government website or by any other means, contract information including:

- (a) the name and address of the Principal and the successful Tenderer;
- (b) a description of the goods and/or services to be provided or works to be carried out pursuant to the contract;
- (c) the date of award of the contract (including the relevant stages if the contract involves more than one stage);
- (d) the contract value (including the value for each stage if the contract involves more than one stage and advice as to whether any non-price criteria were used in the evaluation of Tenders);
- (e) the procurement method used; and
- (f) for contracts with a value over \$10 million, the contract, or summary information in respect of the contract, between the Principal and the Tenderer.

# Tender Overview and Checklist

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The Tenderer is to attach this checklist and all of the documents and information stated in the table below, to its Tender. A Tender which does not include this checklist and all of the information below may be treated as a Non-Conforming Tender. Terms which are capitalised but not defined in these Response Schedules have the meaning assigned to them in the written request for tender documents which were issued or made available to the Tenderer with these Response Schedules.

Item	Included – Yes ✓	Included – No X
<b>Tender Form</b>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Schedule A – Tenderer Details, Conflict of Interest and Legal Matters</b>	<input type="checkbox"/>	<input type="checkbox"/>
Schedule A1 – Tenderer Details	<input type="checkbox"/>	<input type="checkbox"/>
Schedule A2 – Tenderer’s Representative	<input type="checkbox"/>	<input type="checkbox"/>
Schedule A3 – Conflict of Interest	<input type="checkbox"/>	<input type="checkbox"/>
Schedule A4 – Legal Matters	<input type="checkbox"/>	<input type="checkbox"/>
<b>Schedule B – Financial Details and Solvency</b>	<input type="checkbox"/>	<input type="checkbox"/>
Schedule B1 – Financial Details of Tenderer	<input type="checkbox"/>	<input type="checkbox"/>
Schedule B2 – Solvency of Tenderer	<input type="checkbox"/>	<input type="checkbox"/>
<b>Schedule C – Insurances</b>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Schedule D – Business Profile (Local, Social and Sustainability)</b>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Schedule E – Experience and Technical Capacity</b>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Schedule F – Key Personnel, Subcontractors, Suppliers and Consultants</b>	<input type="checkbox"/>	<input type="checkbox"/>
Schedule F1 – Key Personnel	<input type="checkbox"/>	<input type="checkbox"/>
Schedule F2 – Subcontractors, Suppliers and Consultants	<input type="checkbox"/>	<input type="checkbox"/>
<b>Schedule G – Resources</b>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Schedule H – Management Systems</b>	<input type="checkbox"/>	<input type="checkbox"/>

Item	Included – Yes ✓	Included – No X
Schedule H1 – Work Health and Safety	<input type="checkbox"/>	<input type="checkbox"/>
Schedule H2 – Environmental Management	<input type="checkbox"/>	<input type="checkbox"/>
Schedule H3 – Quality Assurance	<input type="checkbox"/>	<input type="checkbox"/>
<b>Schedule I – Work procedures and methodology</b>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Schedule J – Program of Works</b>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Schedule K – Pricing, Cash Flow and Variation Rates</b>	<input type="checkbox"/>	<input type="checkbox"/>
Schedule K1 – Pricing	<input type="checkbox"/>	<input type="checkbox"/>
Schedule K2 – Cash Flow Projection	<input type="checkbox"/>	<input type="checkbox"/>
Schedule K3 – Variation Rates	<input type="checkbox"/>	<input type="checkbox"/>
<b>Schedule L – Statement of Departures</b>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Schedule M – Technical Data</b>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Schedule N – Additional Information</b>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Schedule O – Declaration of Compliance with the Code for the Tendering and Performance of Building Work 2016 (and Workplace Relations Management Plan)</b>	<input type="checkbox"/>	<input type="checkbox"/>

# Tender Form

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Tender: DESIGN AND CONSTRUCT SIX (6) HOUSES FOR STAFF ACCOMODATION

[TENDERER TO INSERT CORRECT LEGAL ENTITY OF TENDERER]:

1. lodges a Tender to perform the Works in accordance with the Tender Documents, incorporating:

- (a) the Request for Tender; and
- (b) the following Addenda:

[TENDERER TO INSERT ADDENDUM NO. AND NAME]
[TENDERER TO INSERT ADDENDUM NO. AND NAME]
[TENDERER TO INSERT ADDENDUM NO. AND NAME]

for the sum of:

price in figures (excluding GST):        \$[TENDERER TO COMPLETE]

GST in figures:                                \$[TENDERER TO COMPLETE]

price in figures (including GST):        \$[TENDERER TO COMPLETE]

('the Price');

- 2. agrees that it will complete the Works within [TENDERER TO INSERT NUMBER OF CALENDAR DAYS OR WEEKS] of the date of acceptance of Tender;
- 3. acknowledges that it has read and understood the Tender Documents and in particular all of its obligations under, warranties given or to be given in, and representations made or to be made in the Tender Documents or any part of them; and
- 4. acknowledges that this Tender remains valid and open for acceptance until the end of the Tender Validity Period.

Signed for and on behalf of the Tenderer by:

Name:                                [TENDERER TO INSERT NAME OF SIGNATORY]

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Position:                            [TENDERER TO INSERT POSITION OF SIGNATORY]

---

Signature:                           [TENDERER TO SIGN]

---

Date:                                   [TENDERER TO INSERT DATE]

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who warrants that they are duly authorised to sign for and on behalf of [TENDERER TO INSERT NAME OF TENDERER]

*Note: The Tender Form is to be signed for and on behalf of the Tenderer by a person or persons having full authority to bind the Tenderer for the purposes of the Tender and evidence of such authority must be provided on request.*

# Schedule A – Tenderer Details, Conflict of Interest and Legal Matters

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## Schedule A1 – Tenderer Details

Name of Tenderer:

Head Office Address:

Local Branch Office Address:

ABN or ACN:

Trading As:

QBCC Contractor's Licence No:

QBCC Licence Category:

Telephone Number:

Name of Directors:

Name of Manager:

Name of Secretary:

Name of Parent Company:

Names of Subsidiary and Associated  
Companies:

Is the Tenderer acting as a trustee of a Trust?

Name and Details of Tenderer's Trust\*

Trust Name:

Names and addresses of all of beneficiaries:

\* **Note:** The Tenderer is to include a copy of the trust deed, tick if attached: Yes  No

## Schedule A2 – Tenderer’s Representative

Please identify the person who will be the Tenderer’s representative during the Procurement Process.

Name of Representative:

Office Number:

Mobile Number:

Email address:

Postal Address:

## Schedule A3 – Conflict of Interest

Will any actual or potential conflict of interest in the performance of the Tenderer’s obligations under the Contract exist if the Tenderer is awarded the contract, or are any such conflicts of interest likely to arise during the life of the contract?

Yes  No

If Yes, please provide details of any actual or potential conflict of interest and the way in which any conflict will be dealt with below:

[Click once and start typing]

## Schedule A4 – Legal Matters

Please provide details of any significant outstanding legal matters affecting the Tenderer or any significant legal disputes involving the Tenderer settled or determined in the last three (3) years.

Nature of legal matter	Status of legal matter	Date resolved (if resolved)

**Note:** This is a mandatory schedule. If there are no legal matters to note please indicate “Not Applicable”.



## Schedule B – Financial Details and Solvency

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### Schedule B1 – Financial Details of Tenderer

The Tenderer must provide **EITHER** the details below OR a letter signed by a certified practicing accountant which:

- is dated no earlier than 7 days prior to the date on which the Tender is submitted;
- states that the Tenderer has the financial capacity to meet the cashflow requirements of the project; and
- states the Tenderer's financial 'current ratio'.

The Tenderer must verify the responses noted in this Schedule or the information in the accountant's letter by providing further supporting documentation if and when requested by the Principal.

Item	Last 3 financial years ending June 30:		
	2024/2023	2023/2022	2022/2021
1. Turnover (revenue) including contract receipts			
2. Direct expenses			
3. Gross profit			
4. Operating expenses			
5. Net profit			
6. Current Assets <ul style="list-style-type: none"> <li>- Cash</li> <li>- Trade debtors</li> <li>- Inventory</li> <li>- Other</li> </ul>			
7. Current liabilities <ul style="list-style-type: none"> <li>- Trade creditors</li> <li>- Provisions: <ul style="list-style-type: none"> <li>i. Employee entitlements</li> <li>ii. Income tax</li> </ul> </li> <li>- Other</li> </ul>			
8. Working capital (Item 6 minus Item 7)			
9. Non-current assets <ul style="list-style-type: none"> <li>- Loans</li> <li>- Investments</li> <li>- Property, plant and equipment</li> </ul>			
10. Non-current liabilities <ul style="list-style-type: none"> <li>- Loans</li> <li>- Creditors</li> <li>- Provisions</li> <li>- Other</li> </ul>			

Item	Last 3 financial years ending June 30:		
	2024/2023	2023/2022	2022/2021
11. Net assets (Item 8 plus Item 9 minus Item 10)			
12. Shareholders/proprietors funds <ul style="list-style-type: none"> <li>- Share capital</li> <li>- Reserves</li> <li>- Accumulated profits/losses</li> </ul>			
<b>(Total of Item 11 should equal total of Item 12)</b>			

## Schedule B2 – Solvency of Tenderer

Item	Tick Yes or No
1. Is the Tenderer currently, or has the Tenderer at any time in the last 5 years been, unable to pay its debts as and when they become due and payable?	Yes <input type="checkbox"/> No <input type="checkbox"/>
2. Is a liquidator or provisional liquidator currently appointed in respect of the Tenderer or has one been appointed in respect of the Tenderer in the last 5 years?	Yes <input type="checkbox"/> No <input type="checkbox"/>
3. Is, or at any time in the last 5 years has, a controller, manager, trustee, receiver, receiver and manager, administrator or similar officer been appointed to the Tenderer or any asset of the Tenderer?	Yes <input type="checkbox"/> No <input type="checkbox"/>
4. In the last 5 years, has any application (not being an application stayed, withdrawn or dismissed within 14 days) been made to a court for an order, or has an order been made, a meeting convened or a resolution passed, for the purpose of: <ul style="list-style-type: none"> <li>- appointing a person referred to in paragraphs 2 or 3;</li> <li>- winding up or de-registering a party; or</li> <li>- proposing or implementing a scheme of arrangement</li> </ul>	Yes <input type="checkbox"/> No <input type="checkbox"/>
5. In the last 5 years has any application (not being an application stayed, withdrawn or dismissed within 14 days) been made to a court for an order, or has an order been made, a meeting is convened, a resolution is passed or any negotiations commenced, for the purpose of implementing or agreeing: <ul style="list-style-type: none"> <li>- a moratorium of debts of any party;</li> <li>- any other assignment, composition or arrangement (formal or informal) with a party's creditors; or</li> <li>- any similar proceeding or arrangement by which the assets of a party are subjected conditionally or unconditionally to the control of that party's creditors or a trustee,</li> <li>- or any agreement or other arrangement of the type referred to in this paragraph 5 been ordered, declared or agreed.</li> </ul>	Yes <input type="checkbox"/> No <input type="checkbox"/>

## Schedule C – Insurances

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The Contract describes the insurance requirements for the project. The Tenderer is to provide details of its insurances and attach certificates of insurance for the following:

### **WORKERS COMPENSATION**

Policy Number:

Expiry Date:

### **PUBLIC LIABILITY**

The Principal to be noted as an interested party on the policy

Insurance Company:

Policy Number:

Expiry Date:

Indemnified amount for any one occurrence:

Any Limit of Indemnity:

### **PROFESSIONAL INDEMNITY (if required under the Contract)**

Insurance Company:

Policy Number:

Expiry Date:

Indemnified amount for any one occurrence:

Any Limit of Indemnity:

### **CONTRACT WORKS INSURANCE**

The Principal to be noted as an interested party on the policy

Insurance Company:

Policy Number:

Expiry Date:

Indemnified amount for any one occurrence:

Any limit of indemnity:

## Schedule D – Business Profile (Local, Social and Sustainability)

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The Tenderer is to provide the following information:

- Locality of Tenderer or service facility;
- Knowledge of the region and the operation of the Principal;
- Describe any social benefits provided to the local community if your company was awarded the contract;
- Provide details on any established programs within your company for traineeships, scholarships or apprenticeships;
- Describe any Indigenous employment initiatives and targets;
- Describe any disability employment initiatives and targets, fostering access and inclusion in the workplace;
- Provide details on your company's organisational environmental values and how your company integrates consideration of environmental factors into your operational activities;
- Outline sustainable items or practices that will be utilised in relation to the Works;
- Describe the training your company provides to their employees to ensure they are aware of, and committed to environmental awareness, sustainable practices and waste reduction.
- Detail the extent of works to be supplied in terms of labour, plant hire, subcontractors and material suppliers from the Principal's Local Government Area and express as a percentage of the Price;

## Schedule E – Experience and Technical Capacity

Provide details of works similar to this Contract currently underway by the Tenderer:

Project Name	Works Performed Relevant to Tended Project	Amount of Contract (\$AUD)	Start Date	Anticipated Completion Date
		\$		
		\$		
		\$		

Please provide details of works similar to this Contract (locality and/or product) by the Tenderer in the last 5 years:

Project Name	Works Performed Relevant to Tended Project	Amount of Contract (\$AUD)	Client Name and Contact Details
		\$	
		\$	
		\$	

# Schedule F – Key Personnel, Subcontractors, Suppliers and Consultants

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## Schedule F1 – Key Personnel

The Tenderer is to provide the following in relation to its key personnel to be involved for this Tender:

- (a) Details of key personnel and their roles/function, experience and capability in the performance of the Works and delivery of similar projects. List demonstrated project management and contract management/administration skills and experience and ability to respond to problems and performance issues. This is required for the following key personnel:
  - Contractor's Representative
  - Project Manager
  - Site Foreman
- (b) Details of key personnel and their roles/function, experience and capability in the design (and where applicable, testing and commissioning) of similar projects.
- (c) Curriculum Vitae (one page CVs) of key personnel including listing previous projects worked on/role undertaken, qualifications/certifications held, and memberships of any professional or business associations.
- (d) Details of organisational structure for the Works to be undertaken.
- (e) Details of alternative staff and their experience and capability in the performance of the Works should any of the proposed key personnel not be available to undertake the Works.

## Schedule F2 – Subcontractors, Suppliers and Consultants

The Tenderer is to complete the following to describe those parts of the Works that the Tenderer proposes to subcontract.

Part of Works	Subcontractor / Supplier / Consultant Name and Address	Value of Works ex GST	Relevant Experience
		\$	
		\$	
		\$	

*(Include additional sheets if there is insufficient space provided)*

## Schedule G – Resources

---

The Tenderer is to provide details of plant, equipment and materials which it will use to deliver the project.  
List contingency measures /back up of resources for plant, equipment and materials.



# Schedule H – Management Systems

## Schedule H1 – Work Health and Safety

This Schedule forms part of the tender evaluation and is to be completed by the Tenderer.

The Tenderer must verify the responses noted in this Schedule by providing with its Tender copies of relevant policies, procedures, certificates etc. that provides evidence of their ability and capacity to effectively manage their WHS responsibilities for the contract.

Item	Tick Yes or No
1. Does your business or organisation have third party certification for work health and safety, e.g. to AS/NZS 4801 or other?	Yes <input type="checkbox"/> No <input type="checkbox"/>
If Yes, by whom: Certificate Number: <i>(Attach a copy of your Accreditation Certificate)</i>	
2. Does your business or organisation have a random drug and alcohol Policy? <i>(Attach a copy of your Policy)</i>	Yes <input type="checkbox"/> No <input type="checkbox"/>
<b>IF TENDERER HAS ANSWERED 'YES' TO QUESTIONS 1 AND 2, TENDERER IS NOT REQUIRED TO COMPLETE QUESTIONS 3 TO 9.</b>	
3. Does the Tenderer have an internal work health and safety management system or plan ( <b>not</b> third party certified)? <i>(If yes, attach evidence such as a copy of the manual)</i>	Yes <input type="checkbox"/> No <input type="checkbox"/>
4. Does your business or organisation have documented safe work methods statements (SWMS) and other procedures for all identified high-risk work?	Yes <input type="checkbox"/> No <input type="checkbox"/>
5. Does your business or organisation have appropriate systems and/or documented procedures for reporting of incidents and hazards?	Yes <input type="checkbox"/> No <input type="checkbox"/>
6. Is there a person appointed to look after health and safety in the workplace?	Yes <input type="checkbox"/> No <input type="checkbox"/>
If Yes, state person's name and position: Name: Position:	
7. Are all employees aware of their obligations for personal protective equipment (PPE)?	Yes <input type="checkbox"/> No <input type="checkbox"/>
8. Does your business or organisation have current and appropriate qualifications, licences to undertake each task?	Yes <input type="checkbox"/> No <input type="checkbox"/>

Item	Tick Yes or No
9. Does your business or organisation undertake appropriate on site induction and training relevant to each task?	Yes <input type="checkbox"/> No <input type="checkbox"/>

Workplace Health and Safety Record	Tick Yes or No
1. Has your business or organisation been issued any improvement, infringement or prohibition notices by any workplace health and safety regulator in the past two years?	Yes <input type="checkbox"/> No <input type="checkbox"/>
2. Has your business or organisation been prosecuted by any workplace health and safety regulator in the past 5 years.	Yes <input type="checkbox"/> No <input type="checkbox"/>
3. Have any of the directors of your business or organisation or the Key Personnel listed in Schedule F1 been prosecuted by any workplace health and safety regulator in the past 5 years.	Yes <input type="checkbox"/> No <input type="checkbox"/>
4. Is your business or organisation currently the subject of an investigation by any workplace health and safety regulator as a result of the occurrence of a notifiable incident or has your business or organisation been investigated by any workplace health and safety regulator in the past 5 years?	Yes <input type="checkbox"/> No <input type="checkbox"/>
5. Are any of the directors of your business or organisation or the Key Personnel listed in Schedule F1 currently the subject of an investigation by any workplace health and safety regulator as a result of the occurrence of a notifiable incident or have any of them been investigated by any workplace health and safety regulator in the past 5 years?	Yes <input type="checkbox"/> No <input type="checkbox"/>
6. In the last five years, have any fatalities occurred on a site where your business or organisation was the head contractor?	Yes <input type="checkbox"/> No <input type="checkbox"/>

## Schedule H2 – Environmental Management

The Tenderer is to complete and attach this Schedule to its Tender. The purpose of this Schedule is to provide an overview of the status of the Tenderer's construction environmental management plan (EMP) documents and procedures. Tenderers must provide details of environmental management systems, or processes and procedures

The Tenderer must verify the responses noted in this Schedule by providing with its Tender copies of the project site specific environmental management plan, site-specific cultural heritage protection searches and any other documented evidence.

1. Has your business or organisation been third party certified for environmental management systems e.g. ISO 14000 series or other?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If Yes, by whom: Certificate Number: <i>(Attach a copy of Accreditation Certificate)</i>	
2. Does the Tenderer have an internal environmental management system? <i>(If yes, attach evidence such as a copy of the manual)</i>	<input type="checkbox"/> Yes <input type="checkbox"/> No
3. Is the Tenderer aware of the relevant provisions within the Principal's environmental policy and will commit to the requirements of the environmental policy?	<input type="checkbox"/> Yes <input type="checkbox"/> No
4. Is the Tenderer aware of the environmental & cultural heritage protection requirements relevant to this project?	<input type="checkbox"/> Yes <input type="checkbox"/> No
5. Is the Tenderer aware of the biosecurity requirements relevant to this project?	<input type="checkbox"/> Yes <input type="checkbox"/> No

## Schedule H3 – Quality Assurance

The Tenderer is to complete and attach this Schedule to its Tender.

The Tenderer must verify the responses noted in this Schedule by providing with its Tender copies of relevant quality policies, procedures, certificates etc. that provides evidence of their quality requirements for the contract

Item	Tick Yes or No
1. Does your business or organisation have third party certification for Quality, e.g. to ISO 9001 series or other?	Yes <input type="checkbox"/> No <input type="checkbox"/>
If Yes, by whom: Certificate Number: <i>(Attach a copy of your Accreditation Certificate)</i>	
<b>IF TENDERER HAS ANSWERED 'YES' TO QUESTIONS 1, TENDERER IS NOT REQUIRED TO COMPLETE QUESTIONS 2 TO 6.</b>	
2. Does the Tenderer have an internal quality system or plan ( <b>not</b> third party certified)? <i>(If yes, attach evidence such as a copy of the manual)</i>	Yes <input type="checkbox"/> No <input type="checkbox"/>
3. Does the Tenderer have a quality policy? <i>(If yes, attach evidence of the Policy)</i>	Yes <input type="checkbox"/> No <input type="checkbox"/>
4. Does the Tenderer have documented quality procedures? <i>(If yes, attach evidence or copy of the procedures)</i>	Yes <input type="checkbox"/> No <input type="checkbox"/>
5. Are records of inspection, test and other quality assurance or quality control activities maintained and quality records kept for each specific project?	Yes <input type="checkbox"/> No <input type="checkbox"/>
6. Does the Tenderer undertake internal quality audits on a project or contract specific basis?	Yes <input type="checkbox"/> No <input type="checkbox"/>

## Schedule I – Work procedures and methodology

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The Tenderer is to provide with its Tender a statement of its proposed arrangements, procedures and methodologies to be adopted by it in carrying out the Works. In doing so, this statement is to address the following points:

- (a) a brief overview of the methodology proposed by the Tenderer for the execution of the Works;
- (b) an understanding of the project objectives and deliverables;
- (c) how it will identify potential problems that may arise during performance of the Works;
- (d) how it will overcome any such problems. Provide potential solutions to those problems;
- (e) identify construction/project risks and strategies for management and mitigation of these risks;
- (f) comments on constructability;
- (g) commissioning and handover management proposed;
- (h) defect rectification management proposed;
- (i) provide a summary of any cost saving initiatives or opportunities that you have identified or recommend;
- (j) provide a summary of innovative work procedures or any other innovation that you recommend or offer during the course of performance of these Works.

## Schedule J – Program of Works

---

The Tenderer is to submit with its Tender a Program for its performance of the Works which is to:

- (a) demonstrate that the Tenderer could, if awarded the contract, satisfactorily complete the Works by the date or within the period described in the Tender Documents for completion;
- (b) be consistent with the duration for completion stated in the Tender Form and show any relevant separable portions;
- (c) be in Microsoft Project format;
- (d) show how the Works will be executed including but not limited to the allowance for wet season interruptions, contract milestone dates, the commencement and completion dates of each trade and/or subcontract work activity, procurement activities and supply contract activity, with activities linked in a logical progression through a 'critical path' and identify any float based on a continuous cycle of work.

An updated electronic Program must also be submitted by the successful Tenderer following award of the contract as required by the General Conditions of Contract.

## Schedule K – Pricing, Cash Flow and Variation Rates

### Schedule K1 – Pricing

A pricing schedule is to be provided by the tenderer with payment amounts detailed for significant milestones listed within the tenderers construction program.

### Schedule K2 – Cash Flow Projection

The Tenderer is to provide a cash flow projection schedule.

The schedule is to:

- (a) provide anticipated monthly progress claims for the duration of the Contract inclusive of accumulative totals;
- (b) Identify any “extraordinary” periods where Council may consider payment in addition to monthly claims; and
- (c) be consistent with the Program in Schedule J.

## Schedule K3 – Variation Rates

### **DESIGN CONSULTANTS**

<b>ROLE</b>	<b>CHARGE PER HOUR (EXCLUDING GST)</b>
Mechanical Design Engineer	
Mechanical Drafter	
Structural Design Engineer	
Structural Drafter	
Electrical Design Engineer	
Electrical Drafter	
Civil Design Engineer	
Civil Drafter	
Architect / Building Designer	
Architectural Drafter	
Design Certifier	
Others (Tenderer to list as required)	



**LABOUR**

<b><u>LABOUR</u></b>	<b>LABOUR CHARGES PER HOUR (EXCLUDING GST)</b>		
	<b>Normal</b>	<b>Time-and-a-half</b>	<b>Double Time</b>
Project Manager			
Concreter			
Steel Fixer			
Pipe Fitter			
Plumber			
Electrician			
Manhole Builder			
Pipe Layer			
Labourer			
- Skilled			
- Unskilled			
Truck Driver			
Plant Operator			
Supervisor			
Foreman			
Surveyors			
Others (Tenderer to list as required)			

**PLANT**

Type	Capacity	Plant Hire Per Hour Including Operator (excluding GST)	Standby Charge Per Hour (excluding GST)
Backhoe			
Excavator			
Mobile Crane			
Truck			
Water Truck			
Grader			
Bobcat			
Roller			
Welding Equipment			
Others (Tenderer to list as required)			

## Schedule L – Statement of Departures

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The Tenderer shall give details of any proposed amendments, qualifications or departures to the draft contract contained in Part 4 – Contract (**the Contract**) or the scope of Works contained in Part 5 – Scope of Works of the Request for Tender, in the attached schedule, including:

1. the amendment, qualification or departure proposed;
2. the reason for proposing the change; and
3. the effect on the Tenderer's Price if the amendment, qualification or departure is accepted.

The Tenderer's Tender is subject to the following amendments, qualifications or departures:

Part, Clause or Item	Amendments, Qualifications or Departure	Reduction or increase in Price (\$AUD) if amendment, qualification or departure is accepted.*	
		[INSERT 'REDUCTION', 'INCREASE' OR 'NO CHANGE']	\$
		[INSERT 'REDUCTION', 'INCREASE' OR 'NO CHANGE']	\$
		[INSERT 'REDUCTION', 'INCREASE' OR 'NO CHANGE']	\$
		[INSERT 'REDUCTION', 'INCREASE' OR 'NO CHANGE']	\$
		[INSERT 'REDUCTION', 'INCREASE' OR 'NO CHANGE']	\$
		[INSERT 'REDUCTION', 'INCREASE' OR 'NO CHANGE']	\$

\* **Note:** If nothing stated, the Tenderer warrants that the amendment, qualification or departure will have no effect on the Price.

\*\* **Note:** delete whichever is not applicable

# Schedule M – Declaration of Compliance with the Code for the Tendering and Performance of Building Work 2016 (and Workplace Relations Management Plan)

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*Only if the tenderer is subject to the Building Code 2016*

## Building Code 2016

*Note// The Code for the Tendering and Performance of Building Work 2016, (**Building Code 2016**) applies to this Contract. The Tenderer's Tender will not be accepted if the Principal reasonably considers that the Tenderer is not compliant with the Building Code 2016 or is excluded from tendering for this contract pursuant to the Building Code 2016.*

In this Declaration of Compliance:

<b>ABCC</b>	means the body referred to in subsection 29(2) of the Act.
<b>ABC Commissioner</b>	means the Australian Building and Construction Commissioner referred to in subsection 15(1) of the Act.
<b>Act</b>	means the <i>Building and Construction Industry (Improving Productivity) Act 2016</i> .
<b>Building Code 2016</b>	means the <i>Code for the Tendering and Performance of Building Work 2016</i> , which is available at <a href="https://www.legislation.gov.au/Details/F2017C00125">https://www.legislation.gov.au/Details/F2017C00125</a>
<b>Building Contractor</b>	has the same meaning as in the Act.
<b>Building Industry Participant</b>	has the same meaning as in the Act.
<b>Building Work</b>	has the same meaning as in subsection 3(4) of the Building Code 2016.
<b>Commonwealth Funded Building Work</b>	means Building Work in items 1-8 of Schedule 1 of the Building Code 2016.
<b>Enterprise Agreement</b>	has the same meaning as in the <i>Fair Work Act 2009</i> .
<b>Exclusion Sanction</b>	has the same meaning as in subsection 3(3) of the Building Code 2016.
<b>Related Entity</b>	has the same meaning as in subsection 3(2) of the Building Code 2016.
<b>Works</b>	means the Commonwealth Funded Building Work that is the subject of this Tender.

**Name of project to which the Works relate for:**

.....  
**Name of Tenderer, ABN and ACN:**  
.....

1. The Tenderer confirms that it and any Related Entity will comply with the Building Code 2016 when undertaking the Works should it be the successful Tenderer in relation to the Works.
2. The Tenderer confirms that it, and any Related Entities, will comply with the Building Code 2016 from the time of lodging its Tender response (if not already obliged to do so), and that it has complied with the Building Code 2016 in preparing its Tender.
3. The Tenderer confirms that it is not subject to an Exclusion Sanction at the time of lodging this Tender.
4. The Tenderer acknowledges the powers and functions of the ABC Commissioner and the ABCC under the Act and the Building Code 2016 and undertakes to ensure that it and its subcontractors will comply with any requests made by the ABCC and the ABC Commissioner within those powers and functions, including but not limited to requests for entry under section 72 of the Act, requests to interview any person under section 74 of the Act, requests to produce records or documents under sections 74 and 77 of the Act and responding to requests for information concerning matters relating to the Building Code 2016 under subsection 7(c) of the Building Code 2016.
5. Should the Tenderer be the successful tenderer in relation to the Works and proposes to subcontract any of the Works, the Tenderer must ensure that any request for expressions of interest or requests for tender (howsoever described) for the Works requires a person responding to the tender:
  - a. to comply with the Building Code 2016; and
  - b. to confirm that it and its related entities meet the requirements of section 11 of the Building Code 2016; and
  - c. to confirm that it is not subject to an exclusion sanction.
6. The Tenderer declares that where it proposes to subcontract any of the Works, should it be the successful Tenderer, it must:
  - a. not enter into a subcontract with a subcontractor, which could be required to comply with the Building Code 2016, and that:
    - i. it is covered by, or has Related Entities covered by, an Enterprise Agreement that does not meet the requirements of section 11 of the Building Code 2016; or
    - ii. is subject to an Exclusion Sanction or is excluded from performing Building Work funded by a state or territory government unless approval to do so is provided by the ABC Commissioner.
  - b. only enter into a subcontract where:
    - i. the subcontractor has submitted a declaration of compliance, including the further information outlined in Attachment A to the declaration of compliance, in substantively the same form as the model declaration of compliance applicable to contractors and subcontractors in relation to the Building Code 2016 (located in Part 4 in the document titled *Model Clauses Type B-Indirectly Funded* available on the ABCC website ([www.abcc.gov.au](http://www.abcc.gov.au))); and
    - ii. the subcontract with the subcontractor contains clauses in substantively the same form as the model contract clauses applicable to contractors and subcontractors in relation to the Building Code 2016 (located in Part 5 in the document titled *Model Clauses Type B- Indirectly Funded* available on the ABCC website ([www.abcc.gov.au](http://www.abcc.gov.au))).

- 7. The Tenderer must ensure that an agreement entered into in relation to the Works with a subcontractor requires the subcontractor to act consistently with the Building Code 2016 in respect of the Works.
- 8. The Tenderer must ensure that subcontractors comply with the Building Code 2016 in respect of the Works.
- 9. The Tenderer must ensure as far as is reasonably practicable that subcontractors that are engaged by the Tenderer in respect of the Works take remedial action to rectify non-compliant behaviour.
- 10. The Tenderer must ensure that:
  - a. it will only use products in relation to the Works that comply with the relevant Australian standards published by, or on behalf of, Standards Australia; and
  - b. an agreement entered into in relation to the Works with a subcontractor requires the subcontractor to only use products in relation to the Works that comply with the relevant Australian standards published by, or on behalf of, Standards Australia.
- 11. The Tenderer declares that it has provided all of the further information required by Attachment A to this Declaration of Compliance.
- 12. The Tenderer declares that it has provided as part of its Tender a Workplace Relations Management Plan for approval of the ABCC in accordance with Part 6 of the Building Code 2016, where the Commonwealth's contribution to the project meets the financial thresholds set out in Item 1, Schedule 2 to the Building Code 2016, as advised by the Principal.
- 13. By lodging a Tender, the Tenderer consents to the disclosure of information concerning compliance with Building Code 2016 including details of whether or not a sanction has been imposed. This consent extends to disclosure by the Commonwealth, its agencies and ministers, and disclosure to others for the purposes of facilitating compliance with the Building Code 2016 and the exercise of their statutory and portfolio responsibilities. The Tenderer must and declares that it will, ensure that its proposed subcontractors and consultants are also aware of, and agree to comply with, these rights of use and disclosure.

**SIGNED BY**..... **PTY LTD**  
 in accordance with s. 127 of the *Corporations Act 2001*

**(ACN)** .....

.....  
 (Signature of Director)

.....  
 (Signature of Director/Secretary)

.....  
 (Name of Director in full)

.....  
 (Name of Director/Secretary in full)

Date: .....

**ATTACHMENT A – INFORMATION REGARDING COMPLIANCE WITH THE CODE FOR THE TENDERING AND PERFORMANCE OF BUILDING WORK 2016**

The Tenderer must provide the following information as part of their Declaration of Compliance. This information can either be set out in this table or in an annexure to this Attachment and the Declaration of Compliance.

Please answer (YES or NO) and supply other responses.

Item	Requirement	Compliance
1	Does the Tenderer positively commit to the provision of appropriate training and skills development for their workforce, and, if so, what evidence can the Tenderer supply in relation to this (for example, evidence of its compliance with any state or territory government building training policies and evidence of its support in the delivery of nationally endorsed building and construction competencies)?	<input type="checkbox"/> Yes <input type="checkbox"/> No  Details:
2	How many current apprentice and trainee employees are engaged or intended to be engaged by the Tenderer to undertake the Works?	Details:
3	How many and what classes of persons that hold visas under the <i>Migration Act 1958</i> are engaged or intended to be engaged by the Tenderer to undertake the Works?	Details:
4	Has the Tenderer within the preceding 3 years had an adverse decision, direction or order of a court or tribunal made against it for a breach of a designated building law, work health and safety law or the <i>Migration Act 1958</i> ?	<input type="checkbox"/> Yes <input type="checkbox"/> No  Details:
5	Has the Tenderer or its Related Entities within the preceding 3 years been required to pay any amount under an adjudication certificate (provided in accordance with a law relating to the security of payments that are due to persons in respect of Building Work) to a Building Contractor or Building Industry Participant?	<input type="checkbox"/> Yes <input type="checkbox"/> No  Details:

6	Has the Tenderer or its Related Entities within the preceding 3 years owed any unsatisfied judgement debts to a Building Contractor or Building Industry Participant?	<input type="checkbox"/> Yes <input type="checkbox"/> No
		Details:
7	To what extent does the Tenderer intend to use domestically sourced and manufactured building materials to undertake the Works?	Details:
8.	Whether the building materials to be used to undertake the building work comply with the relevant Australian standards published by, or on behalf of, Standards Australia?	Details:
9	What is the Tenderer's assessment of the whole-of-life costs of the project to which the Works relate?	Details:
10	What does the Tenderer consider the impact on jobs will be of the project to which the Works relate?	Details:
11	Does the Tenderer consider that the project to which the Works relate will contribute to skills growth?	<input type="checkbox"/> Yes <input type="checkbox"/> No

## Workplace Relations Management Plan pursuant to Part 6 of the Building Code 2016

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The Tenderer must provide with its Tender a Workplace Relations Management Plan for approval by the ABCC in accordance with Part 6 of the Building Code 2016.