



# GENERAL SPECIFICATION (STANDARD RISK)

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Installation of drainage structures at Forsayth-Einasleigh Road

CONTRACT NO: ESC2024-003

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# General Specification

## 1. THE SPECIFICATION

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- 1.1 The specification comprises the following documents:
- (a) this General Specification;
  - (b) other documents to the extent that they are incorporated (whether physically or by reference) into the specification, namely:
    - (i) Water Services Association of Australia (WSAA) standard specification;
    - (ii) relevant Australian Standards;
    - (iii) Principal's Policies and Procedures;
- 1.2 **(Precedence of documents comprising specification)** The documents comprising the specification shall be taken to be mutually explanatory. If there is any ambiguity, inconsistency, conflict or discrepancy between any of the documents listed in clause 1.1 then the documents will take precedence in the order set out in clause 1.1, with the document listed at 1.1(a) being the highest in the order.
- 1.3 **(Documents incorporated by reference into specification)** The Contractor is deemed to have obtained copies of, read, understood, and allowed for compliance with the Specification (including any documents which are incorporated into it by reference only).

## 2. DEFINITIONS

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- 2.1 **(Definitions)** Capitalised terms used in the General Specification have the meanings assigned to them in the General Conditions of Contract (if any) unless the context otherwise requires. Terms which are separately defined in a specific clause have the meanings assigned in those clauses. Otherwise, in the General Specification:
- (a) **Administrator** means, when used in or by reference to Department of Transport and Main Roads documents, 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 over the project;
  - (d) **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;
  - (e) **General Specification** means this document and all attachments to it which forms part of the Contract;
  - (f) **Good Industry Practice** means:
    - (i) the standard of skill, care, and diligence; and
    - (ii) the practices, methods, techniques, and acts,  
  
of a skilled, competent, and experienced contractor engaged in the business of carrying out Work similar to the WUC;

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- (g) **Principal** has the same meaning as given to the term “Principal” or “Purchaser” in the General Conditions of Contract (as the case may be);
- (h) **Principal’s Policies and Procedures** means the policies, procedures, codes, plans, guidelines, and the like provided or made available by or on behalf of the Principal to the Contractor from time to time, including those published on the Principal’s website which are in any way applicable to this Contract;
- (i) **Program** has the same meaning as given to the term “construction program” or “program” in the General Conditions of Contract.

### **3. CONTRACTOR’S GENERAL OBLIGATIONS, WARRANTIES AND REPRESENTATIONS**

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3.1 The Contractor must ensure, and warrants and represents that the Contractor and, to the extent applicable to them, its Personnel:

- (a) have the experience, skills, expertise, and resources;
- (b) hold all necessary competencies, licences, accreditations, qualifications, permits, clearances, or other authorisations,

which are required for the Contractor to comply with its obligations under the Contract and will maintain such competencies, licences, accreditations, qualifications, permits, clearances, or other authorisations at all times until the Contractor has completed its obligations under the Contract.

3.2 The Contractor must, and warrants and represents that it will, and to the extent applicable to them will ensure that its Personnel, carry out WUC and Contractor’s other obligations in connection with the Contract in accordance with Good Industry Practice.

3.3 The Contractor:

- (a) warrants and represents that the methodology for carrying out and completing WUC stated in the Contract is suitable, appropriate and adequate; and
- (b) must, and warrants and represents that it will, carry out and complete WUC in accordance with that methodology (if any) unless otherwise directed by the Superintendent or permitted or required under the Contract.

3.4 The Contractor warrants and represents that all plant, equipment, materials, parts, consumables or other goods (‘Goods’) supplied, used or installed as part of WUC shall:

- (a) at the time that they are supplied, used, or installed, be new;
- (b) be free from defects and of merchantable quality;
- (c) comply in all respects with the Contract including as to quality, quantity, performance, functionality and description;
- (d) conform to any sample goods approved by the Principal or Superintendent;
- (e) comply with any applicable requirement, code, guideline, policy, drawing, or specification included or incorporated by reference into the Contract or, if none is included or incorporated, any Australian Standards applicable to the Goods and any applicable Legislative Requirements; and
- (f) be suitable and adequate for the purposes for which they are supplied, used or installed.

3.5 The Contractor warrants and represents that:

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- (a) the Equipment and all materials comprising the Equipment shall, at the time at which the Equipment is Delivered:
  - (i) be new, free from defects, and of merchantable quality;
  - (ii) comply in all respects with the Contract including as to quality, quantity, performance, functionality, and description;
  - (iii) conform to any sample goods approved by the Principal or Superintendent;
  - (iv) comply with any applicable requirement, code, guideline, policy, drawing, or specification included or incorporated by reference into the Contract or, if none is included or incorporated, any Australian standards applicable to the Equipment and any applicable Legislative Requirements; and
  - (v) be suitable and adequate for the purposes for which the Equipment is supplied.
- (b) all other plant, equipment, materials, parts, consumables or other goods ('Goods') supplied, used or installed as part of WUC shall:
  - (i) at the time that they are supplied, used, or installed, be new;
  - (ii) be free from defects and of merchantable quality;
  - (iii) comply in all respects with the Contract including as to quality, quantity, performance, functionality and description;
  - (iv) conform to any sample goods approved by the Principal or Superintendent;
  - (v) comply with any applicable requirement, code, guideline, policy, drawing, or specification included or incorporated by reference into the Contract or, if none is included or incorporated, any Australian Standards applicable to the Goods and any applicable Legislative Requirements; and
  - (vi) be suitable and adequate for the purposes for which they are supplied, used or

3.6 The Contractor warrants and represents that the Contractor has:

- (a) carefully reviewed the Contract and all other information provided by the Principal to the Contractor for the purpose of WUC, and is satisfied that the Contract and other information is appropriate and adequate to enable the Contractor to comply with its obligations under the Contract;
- (b) inspected the Site;
- (c) familiarised itself with factors that could affect the ability of the Contractor to carry out WUC for the Contract Sum, including weather conditions and the availability of temporary access, temporary lighting, power, telephone services, water supply, waste disposal facilities and local labour.

3.7 The Contractor warrants and represents that all Construction Plant utilised in carrying out WUC shall be in good working condition, suitable and appropriate for the Work for which it is used, and compliant with all applicable Legislative Requirements.

3.8 **(Contractor Documents)** The Contractor warrants and represents that all Contractor Documents will:

- (a) comply with the requirements of the Contract and applicable law;
- (b) be consistent with or exceed applicable industry standards;

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- (c) be of a standard and quality expected of a contractor using Good Industry Practice;
- (d) be suitable and adequate for the purpose for which they are provided.

In this clause, **Contractor Documents** means:

- (i) those records, reports, designs, specifications, certificates, plans (including management plans), procedures, manuals and other documents, whether electronic documents or hard copy format, required by the Contract to be handed over to the Principal by the Contractor; and
- (ii) all information advice, designs, calculations and recommendations in those documents;

but does not include those that are incomplete at the time at which the Principal exercises its rights under subclause 39.4 of the General Conditions of Contract or the Contractor exercises its rights under subclause 39.9 of the General Conditions of Contract);

### 4. CONTRACT MANAGEMENT

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4.1 **(Contractor's Superintendence)** The Contractor shall provide all superintendence necessary for the proper fulfilment of the Contractor's obligations under the Contract, including, unless the Superintendent directs otherwise, a competent site manager and site foreman approved by the Superintendent (with such approval not to be unreasonably withheld). Unless otherwise agreed by the Superintendent, the site manager shall be the Contractor's representative under clause 22 of the General Conditions of Contract.

4.2 **(Requests for review and information)** 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 request. 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.

4.3 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 the 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) must be submitted to the Superintendent for information/filing purposes only. The Contractor, as part of its own quality management procedures, must ensure that 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.

4.4 **(Direction by Principal or Superintendent)** The Principal shall not be bound by any verbal advice given or information furnished by any Personnel of the Principal or Superintendent in respect of the Contract. The Contractor must not accept instructions from any person other than the Superintendent and/or the Superintendent's Representative. 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.

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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.

- 4.5 In this clause, 'Code of Conduct' means the Principal's code of conduct which is available on the Principal's website. The Code of Conduct identifies the standards and behaviours expected from all workers, including contractors, in delivering services to the local community. The Contractor must:
- (a) communicate the Code of Conduct to all of the Contractor's Personnel;
  - (b) comply with, and ensure that its Personnel comply with, all requirements of the Code of Conduct, including all standards contained within the Code of Conduct; and
  - (c) if directed to do so by the Superintendent, obtain and provide to the Superintendent a signed form from all Personnel engaged by the Contractor to perform any part of WUC which states that the person has read, understood and agrees to comply with the Code of Conduct.
    - (i) terminated by either the Principal or the Contractor or otherwise ended at law prior to the issue of the Final Certificate; or
    - (ii) the Principal has taken Work out of the hands of the Contractor pursuant to

## 5. SITE

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- 5.1 The Site is identified in **Appendix C**.
- 5.2 The Contractor's attention is drawn to clause 24 of the General Conditions of Contract. The Contractor must provide the following documentation and information to the Superintendent. The documentation and information must be provided:
- (a) in a form that complies with the requirements of the Contract;
  - (b) as a requirement of the Principal giving access to or possession of the Site; and
  - (c) within the earlier of:
    - (i) 20 Business Days after the Date Of Acceptance Of Tender; and
    - (ii) 5 Business Days prior to any scheduled pre-start meeting.

Item	Description	Relevant clause
(A)	Updated Program	Clause 11 of this General Specification
(B)	Stakeholder Management Plan	Clause 12 of this General Specification
(C)	WHS plan and other WHS documentation (including, if applicable, evidence of payment of fees and lodgement of notice appointing Contractor as principal contractor)	Clause 12A of the General Conditions of Contract

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(D)	Quality management plan	Clause 13.2 of this General Specification
(E)	Inspection and test plan	Clause 13.3 of this General Specification
(F)	Dilapidation survey	Clause 14.7 of this General Specification
(G)	Environmental management plan	Clause 20.3 of this General Specification
(H)	Erosion and sediment control plan	Clause 20.4 of this General Specification
(I)	Biosecurity risk management plan	Clause 22.2 of this General Specification
(J)	Cultural heritage plan	Clause 24 of this General Specification
(K)	Traffic management plan	Clause 26 of this General Specification
(L)	Compliance Plan	Clause 35 of this General Specification
(M)	IEO Plan	Clause 35 of this General Specification
(N)	Security in the form required by the Contract	Clause 5 and Annexure Part A of the General Conditions of Contract
(O)	Documentary evidence of the giving of notice and the payment of the portable long service levy to Qleave	Clause 11A of the General Conditions of Contract
(P)	Evidence of insurance	Clause 19 of the General Conditions of Contract

5.3 **(Site specific induction)** The Contractor must ensure that:

- (a) each of the Contractor's Personnel working on Site receives a site-specific induction;
- (b) every visitor to the Site either receives a site-specific induction or is accompanied at all times at the Site by someone who has received a site-specific induction for that Site (or, where the Site comprises more than one location, the particular part of the Site).

5.4 The Contractor must comply with the reasonable requirements of the Principal in relation to the Contractor's access to or conduct on the Site.

5.5 **(Locations within Site)** The Contractor must 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.

5.6 **(Unauthorised entry to site)** The Contractor must use all reasonable endeavours to prevent any unauthorised entry to the Site.

5.7 **(Security fencing)** The Contractor must supply, install, maintain, repair, and remove security fencing around the Site. The security fencing must:



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- (a) clearly identify the extents of the Site to the public;
  - (b) be covered with opaque screening/printed fence wrap to limit viewing into the Site and include any graphic design provided by the Principal; and
  - (c) be kept in good condition.
- 5.8 **(Signage)** No signage is to be placed on the Site or the perimeter (other than safety signage) without the prior written consent of the Superintendent.
- 5.9 **(Deliveries)** The Contractor is responsible for delivery and unloading of all goods, equipment and other materials used in WUC (including any such materials used by subcontractors), providing space for the storage of the materials, handling the materials, and checking that the materials comply with the requirements of the Contract.
- 5.10 **(Site office)** The Contractor is to provide an office at the Site for the exclusive use of the Superintendent and the Superintendent's Representatives. The office is to be suitable for Site meetings and accommodate a minimum of eight (8) people. Appropriate furniture including a desk, table, eight (8) meeting chairs, fridge, air conditioning and all associated services are to be provided by the Contractor.
- 5.11 **(Setting out)** The Contractor's attention is drawn to clause 26 of the General Conditions of Contract. The Contractor must:
- (a) set out The Works from the information shown on the drawings;
  - (b) check all dimensions on Site before proceeding with WUC; and
  - (c) notify the Superintendent of any omissions or discrepancies within the drawings or General Specification.
- Notwithstanding subclause 26.2 of the General Conditions of Contract, any errors in the position, level, dimensions, or alignment of any WUC shall be rectified at the Contractor's expense, unless the Contractor gave the Superintendent written notice of the error before commencing Work in reliance on the erroneous position, level, dimension, or alignment.
- 5.12 The Contractor must use all reasonable endeavours to minimise interference with existing amenities, whether natural or man-made, and the amount of noise caused by the carrying out of WUC.
- 5.13 Except to the extent that the Contract expressly provides otherwise, the Contractor must, at its expense, connect and otherwise provide all required services, including water, sewerage, drainage, electricity, and communications, and obtain all required Approvals for connection or use of services.
- 5.14 Unless otherwise directed by the Superintendent (which may be given, withheld or given subject to conditions in the absolute discretion of the Superintendent), the Principal shall undertake all connections to the Principal's water infrastructure.
- 5.15 The Contractor shall undertake all connections to sewer infrastructure to the extent indicated in the specifications and drawings forming part of the Contract. 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.

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5.16 **(Public utilities and other assets)** Without limiting the Contractor's obligations under clause 15 of the General Conditions of Contract, the Contractor must use all reasonable endeavours to identify, locate, and prevent damage to overhead public utility lines, surface drainage works, underground pipes, conduits, and cables in the vicinity of The Works. If the Contractor or any of its Personnel damage any such assets, then:

- (a) the Contractor must immediately report such damage to the owner of the asset and the Superintendent; and
- (b) comply with the requirements of the owner of the asset (including by paying for any required repairs or renewals).

The Contractor must notify the Superintendent immediately if the Contractor considers that it is necessary to alter the location or level of any existing assets to conform with the requirements of the Contract. If directed to do so by the Superintendent, the Contractor must arrange for the relocation Work to be carried out by the appropriate Authority. Subject to clause 25 of the General Conditions of Contract, the Contractor shall bear the cost of such relocation.

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5.17 In addition to any other warranties given or representations on contract, the Contractor warrants and represents that it has inspected the Site and has, carried out all necessary investigations to ascertain the materials which may need to be excavated for WUC and, if required, their suitability to be used in WUC. Notwithstanding clause 25 of the General Conditions of Contract, the Principal shall not be liable upon any Claim in connection with excavation, disposal of materials or replacement of materials irrespective of materials or conditions encountered at the Site.

5.18 **(Other property)** The Contractor must:

- (a) arrange for any other land (in addition to land made available by the Principal) required by the Contractor to carry out WUC, whether for the storage of materials, plant, or equipment, or for any other purposes;
- (b) obtain the Principal's permission in writing to enter any private property (as that term is defined in the *Local Government Act 2009* (Qld) ('Private Property')) before entering the Private Property for the purpose of carrying out WUC or fulfilling any other obligation of the Contractor under the Contract;
- (c) comply with all Legislative Requirements, including the *Local Government Act 2009* (Qld) in relation to entering Private Property;
- (d) not unreasonably obstruct, destroy, or damage any Private Property, other land or other property, and ensure that all roadways, drains, watercourses, buildings, fences, gardens, walls, concrete surfaces and paths, grass and trees, and other property are left in a condition equivalent or better than that in which the property was found, unless the Contractor provides written evidence that the owner of the property agrees otherwise;
- (e) take over control of any approval, permit, or license that the Principal has in place, in relation to the Site or other land made available by the Principal, prior to commencing any WUC on the Site or using or occupying the other land.

5.19 The Contractor must ensure that all Personnel of the Contractor that enter Private Property in connection with WUC:

- (i) have all appropriate qualifications, skills, and training to exercise a power or perform a responsibility under Chapter 5, Part 2, Division 2 of the *Local Government Act 2009* (Qld);
- (ii) do not exercise any power or perform a responsibility under Division 2, Chapter 5 of the *Local Government Act 2009* (Qld) unless the Contractor's Personnel

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are authorised as local government workers (as that term is defined in the *Local Government Act 2009* (Qld)) ('Local Government Worker') by the Principal; and

- (iii) comply with all obligations of a Local Government Worker imposed under the *Local Government Act 2009* (Qld).

### 6. PROGRAM

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6.1 **(Format and details)** The Program shall:

- (a) be prepared utilising native format Microsoft Project software, or alternative software as approved in writing by the Superintendent;
- (b) be submitted in electronic format with copies in both PDF format and native Microsoft Project file format; and
- (c) detail the Contract milestone dates, the commencement and completion dates of each trade, and/or sub-contract;
- (d) 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.

6.2 **(Allowances in program)** 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 to review documents for which the Contract requires the Contractor to obtain the Superintendent's Direction about such documents; and
- (b) other timeframes under the Contract within which the Superintendent and the Principal are permitted to act.

6.3 The following information is to be taken into account when preparing Programs:

- (a) Time-frame, project milestones
- (b) Crew Information including sub-contractors

6.4 **(Approval of Program)** The approval of, or permission to adopt, a Program by the Superintendent 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 approved Program.

6.5 If, in the opinion of the Superintendent, the Contractor falls behind an approved Program, the Contractor must, unless otherwise directed by the Superintendent:

- (a) take such steps as are necessary to improve progress (including the use of additional resources);
- (b) promptly, and within the time directed by the Superintendent, submit a revised Program, identifying the steps taken or to be taken.

The Principal shall not be liable upon any Claim in connection with the Contractor's compliance with this clause.

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## 7. STAKEHOLDER MANAGEMENT

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7.1 **(Workshop and plan)** The Contractor shall:

- (a) convene a workshop with the Principal, Superintendent, and the Contractor to identify all stakeholders on the project and to agree protocols for communications between stakeholders and the various parties of the Contract;
- (b) develop a stakeholder management plan based on the outcome of the workshop and the requirements of this clause; and
- (c) obtain and comply with the Superintendent's Direction regarding the plan pursuant to subclause 8.3 of the General Conditions of Contract.

7.2 **(Notice to Superintendent)** With respect to notification, the *Contractor* shall give the Superintendent a minimum of 15 business days' written notice of changes in traffic movements or any Work impacting individual property owners or businesses. The notice shall be clearly titled 'Notice of Changes in Traffic Movements' or 'Notice of Any Works Impacting Individual Property Owners or Businesses' and contain the following information:

- (a) title of notice;
- (b) start and finish dates of Work;
- (c) purpose of communications;
- (d) type and length of interruption;
- (e) affected locations (chainages, streets, property accesses, etc);
- (f) whether the works subject to weather;
- (g) who is carrying out the works (i.e. contractor or subcontractor); and
- (h) Contractor details.

7.3 **(Notice to stakeholders)** The Principal shall be responsible for undertaking public notification distributing through their normal channels. The Contractor shall be responsible for hand delivering written notices prepared by the Principal to individuals impacted and must do so not later than 5 Business Days prior to commencing the Works. The Contractor shall also send a copy of the written notice via registered post 5 Business Days prior to commencing The Works with a covering letter confirming the dates and times the written notice was hand delivered.

7.4 **(Sign board)** The Contractor must provide a sign board comprising the following information, at the entrance to the Site or as required:

- (a) Contractor's name;
- (b) Contractor's postal address; and
- (c) Site supervisor's name and 24-hour contact number.

7.5 **(Complaints)** With respect to complaints, the Contractor shall:

- (a) maintain a record of any complaints received from any stakeholder or the public, including documentary evidence that complaints have been addressed and attended to, to the satisfaction of the Superintendent; and
- (b) discuss all complaints with the Superintendent promptly after being made aware of it and follow any directions of the Superintendent in relation to the complaint.

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## 8. QUALITY MANAGEMENT SYSTEM

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8.1 **(General)** The Contractor must:

- (a) prior to commencing WUC at the Site, implement a quality management system which accords with the requirements of ISO 9001 or with any alternative standard approved by the Superintendent (acting reasonably);
- (b) provide a copy of the ISO9001 certification (or other documentary evidence suitable to the Superintendent, acting reasonably) of the Contractor's system;
- (c) comply with, and ensure that all of the Contractor's Personnel comply with the system;
- (d) appoint a suitably qualified quality management representative, who shall have such authority to effectively manage and control the implemented quality system.

8.2 **(Quality management plan)** The Contractor's quality management system must include a quality management plan which contains at least 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 must obtain and comply with the Superintendent's Direction regarding the plan pursuant to subclause 8.3 of the General Conditions of Contract.

8.3 **(Inspection and test plan)** The Contractor must, as part of the Contractor's quality management system, prepare and obtain the Superintendent's Direction regarding an inspection and test plan. The inspection and test plan must, at a minimum, detail:

- (a) the items of Work to be inspected or tested;
- (b) the party who will carry out the inspection or test;
- (c) the stages at which Work is to be inspected and tested or the frequency of inspections and tests;
- (d) the testing procedures and methodologies;
- (e) acceptance criteria;

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- (f) non-conformance management and corrective processes;
- (g) Work which shall not be covered up or made inaccessible without the prior approval of the Superintendent;
- (h) witness points for Work for which a Superintendent's Representative must be present;
- (i) hold points beyond which Work cannot proceed without approval of the Superintendent;
- (j) relevant standards; and
- (k) the records to be maintained by the Contractor.

The Contractor must obtain and comply with the Superintendent's Direction regarding the plan pursuant to subclause 8.3 of the General Conditions of Contract.

8.4 **(Reporting)** The Contractor must provide the Superintendent with all documents and information:

- (a) reasonably requested to support or evidence the Contractor's quality management system;
- (b) which are produced by the Contractor in compliance with the quality management system.

8.5 **(Inspections)** The Principal and the Superintendent may carry out inspections of the Site at any time. During inspections, the Contractor shall provide the Principal and the Superintendent with all documents, access and assistance reasonably requested by either. The Contractor shall provide a sufficient and safe access for all inspections at the Site. Unless otherwise specified, the Contractor must give the Superintendent no less than 2 Business Days' notice of its intention to commence each stage of the following Work:

- (a) Foundation
- (b) Concrete work including reinforcement.

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 as a Required Deduction pursuant to clause 37.2 of the General Conditions of Contract.

## 9. REPORTS, MEETINGS AND RECORD KEEPING

---

9.1 The Contractor must:

- (a) keep the Principal fully informed of the progress and performance of WUC;
- (b) at the times stated in the Contract and when otherwise reasonably required by the Principal, meet and discuss the performance of the Contractor and/or any other matter concerning the Principal in connection with the Contract; and
- (c) comply with any recommendations or directions given by the Principal in relation to the performance of the Contractor's obligations under the Contract (but such compliance will not release or discharge the Contractor from any liability or obligation under the Contract).

9.2 The Contractor must, at the times reasonably required by the Principal, meet and discuss the performance of the Contractor and/or any other matter concerning the Principal in connection with the Contract. The Contractor shall provide a sufficient and safe access for all meetings at the Site.

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Without limiting the preceding paragraph, the Contractor must attend and ensure that the Personnel noted below attend the following meetings:

Item	Meeting description	Topics discussion for	Time meetings for	Required attendees
(a)	Pre-start meeting	About safety measures	Prior to commencement of WUC at the Site	Project Manager
(b)	Fortnightly meeting	Progress report and issues	9am Monday in DES office	Project Manager

9.3 The Superintendent may direct the Contractor to provide reasonable evidence of its compliance with the requirements of the Contract, within the time reasonably required by the Superintendent. The Superintendent and the Principal shall be entitled to rely on any failure by the Contractor to provide reasonable evidence of compliance, with a particular requirement of the Contract as *prima facie* evidence that the Contractor has not complied with that requirement.

9.4 The Contractor must:

(a) create and maintain complete and accurate records, reports and other documents demonstrating the Contractor's compliance with the Contract, including:

- (i) Visitors Record
- (ii) Daily Site Diary
- (iii) Dockets

and any other records, reports or documents reasonably required by the Principal in connection with the Contract; and

(b) create any document required to be prepared under any management plan prepared under the Contract.

9.5 The Principal may at any time up to the expiry of the last Defects Liability Period to expire (or where the Contract is earlier terminated, up to 12 months after the date on which the termination takes effect), on the giving of reasonable notice, audit the Contractor's compliance with the Contract or any obligation under it. The Contractor shall facilitate the audit by:

- (a) allowing the auditors to undertake any inspections;
- (b) providing such assistance, information and access to the Site, systems and equipment and other cooperation;
- (c) providing the auditor with copies of, and facilitating the copying by the auditor of, all the other records, information, and documentation required to be created under clause 9,

as reasonably required by the auditor. If the audit reveals any non-compliance by the Contractor with its obligations under the Contract, then the costs reasonably and necessarily incurred by the Principal in conducting the audit shall be a debt due and payable by the Contractor. Otherwise, the Principal shall bear the cost of the audit. For clarity, the Contractor is not required to provide to the Principal under this clause, any documents to the extent that they contain material which is subject to legal professional privilege.

9.6 The Contractor must provide to the Superintendent a progressive photographic record of the progress of WUC at the following stages and as otherwise reasonably required by the Superintendent:

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Item	Stages at which photographic record to be made
(a)	On the giving of possession of the 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 high-definition digital format and shall be dated and labelled to describe the photograph's content.

- 9.7 The Contractor must, prior to the commencement of WUC, undertake a 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.

### 10. PAYMENT CLAIMS

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- 10.1 In addition to the requirements stated in the General Conditions of Contract, the Contractor must provide the following documentation with each claim for payment submitted under the Contract:

- (a) Claim must be submitted as per attached BOQ in excel wherein percentage of each item claimable must be calculated and will require approval from Etheridge Shire Council.
- (b) Claims must include retention percentage held. Invoice to be generated after approval from Etheridge Shire Council.
- (c) All new claims must display previous claims.

- 10.2 Within 3 days after submitting a tax invoice for payment, the Contractor must provide an updated cash flow projection schedule for the balance of WUC remaining at the end of each month, including revised cash flow projection based on approved progress claims and total cost to date.

- 10.3 Further to clause 3 of the General Conditions of Contract where an item is identified in the Price Schedule as:

- (a) a prime cost item, then the relevant sum(s) included in the Price Schedule shall in themselves not be payable, but where that item of Work is to be supplied or carried out:
  - (i) the Contractor must, if directed to do so by the Superintendent:
    - (A) use its best endeavours to obtain 3 quotes for the prime cost item from suppliers which the Contractor considers are capable of carrying out the relevant Work and that are reasonably available to do so; and
    - (B) provide a complete written copy of each quote received to the Superintendent;
  - (ii) the Superintendent may (but shall not be obliged to) within 5 Business Days after receiving the quotation(s) direct the Contractor as to which supplier to engage and the Contractor must comply with that Direction. If the Superintendent does not give a Direction within this time, then the Contractor may engage any one of the suppliers that provided a quotation;



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- (iii) the Contractor shall be entitled to payment of the actual direct cost paid by the Contractor to the supplier for the supply of that item (excluding any damages payable to the supplier or vice versa) and without any payment for the Contractor's profit and overheads; and
  - (iv) 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;
- (b) a provisional quantity, provisional item, if ordered, as directed, optional or similar term (other than provisional sum), then where that item of Work is supplied or carried out in accordance with a Direction of the Superintendent:
  - (i) the relevant sum(s) included in the Price Schedule shall in themselves not be payable;
  - (ii) 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
  - (iii) where there is a lump sum for the item in the Price Schedule, the Contractor shall be entitled to payment of that lump sum,

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.

### 11. PROJECT TRUSTS AND RETENTION TRUSTS

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- 11.1 **(Definitions)** Terms used in this clause 11 which are not separately defined in the Contract have the same meaning as is attributed to them in Chapter 2 of the Security Of Payment Legislation.
- 11.2 **(Compliance)** Nothing in this clause shall be taken to limit the Contractor's obligations under Chapter 2 of the Security Of Payment Legislation. The Contractor must provide all information and documentation that the Superintendent reasonably directs in connection with the Contractor's compliance with this clause.
- 11.3 **(Project trust account)** The Contractor must:
- (a) open and maintain a Project Trust Account; and
  - (b) give to the Superintendent and Principal all notices which the Security Of Payment Legislation requires the Contractor to give in connection with a Project Trust.
- 11.4 **(Retention trust account)** The Contractor must:
- (a) open and maintain a Retention Trust Account; and
  - (b) give to the Superintendent and Principal all notices which the Security Of Payment Legislation requires the Contractor to give in connection with a Retention Trust.
- 11.5 **(Variation to contract)** If at the Date Of Acceptance Of Tender:
- (a) the Contractor is not required to open and maintain a Project Trust Account but subsequently becomes required to do so under the Security Of Payment Legislation; or
  - (b) the Contractor is not required to open and maintain a Retention Trust Account but subsequently becomes required to do so under the Security Of Payment Legislation,

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the Contractor must give the Superintendent and Principal written notice of that changed requirement within 5 Business Days of the date on which the Contractor becomes aware, or ought to have become aware of the changed requirement and must comply with clauses 11.4 and or 11.5 as the case may be.

- 11.6 **(Substantial breach)** In addition to other acts or omissions which constitute a Substantial Breach of the Contract, Substantial Breaches include the Contractor failing to
- (a) establish a project trust account as required by the security of payment legislation, in breach of clause 11.3;
  - (b) establish a retention trust account as required by the security of payment legislation, in breach of clause 11.4;
  - (c) comply with an obligation of the Contractor set out in Part 2, Divisions 4 and 5 of Chapter 2 of the security of payment legislation;
  - (d) comply with an obligation of the Contractor set out in Part 3, Divisions 4 and 5 of Chapter 2 of the security of payment legislation.

## 12. PRINCIPAL SUPPLIED INFORMATION

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12.1 **(Definitions)** In this clause, **Principal Supplied Information** means:

- (a) the following information or documents:
  - (i) Drawing and Bill of Quantities.
  - (ii) Cultural Heritage Assessment Report and Environmental report
- (b) any other information relating to the Contract which either:
  - (i) does not form part of the Contract but which is or has been provided or made available by or on behalf of the Principal to the Contractor; or
  - (ii) does form part of the Contract, but which is expressly identified as Principal Supplied Information or otherwise as information on which the Contractor should not or must not rely,

and includes information in any form and information which is made available before or after the Date Of Acceptance Of Tender.

12.2 **(No warranty or representation by Principal)** The Principal gives no warranty and makes no representation that the Principal Supplied Information is accurate, adequate, or complete.

12.3 **(No reliance)** The Contractor:

- (a) Acknowledges and agrees that the Contractor has not relied on the Principal Supplied Information in entering into the Contract; and
- (b) must not rely on the Principal Supplied Information unless and until the Contractor has independently verified the adequacy, accuracy, and completeness of that information.

## 13. CONFIDENTIAL INFORMATION

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13.1 **(Specific confidential information)** Without limiting subclause 8.5 of the General Conditions of Contract, the Contractor must, and must ensure that its Personnel, keep confidential the following documents and any other information obtained in the course of performing the Contract which is, of its nature, confidential:

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- (a) All contract documents

## 14. SAFETY

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14.1 **(Relationship to General Conditions of Contract)** The Contractor's attention is drawn to clause 12A of the General Conditions of Contract. Nothing in clause 14 shall be taken to limit or exclude any obligation or liability of the Contractor under the General Conditions of Contract or at law in relation to work, health and safety.

14.2 A project specific safety in design risk assessment ('SiD Assessment') has been included as part of the request for tender documentation for the Contract. The SiD Assessment:

- (a) contains information which the Principal and the Principal's design consultant have in relation to the hazards and risks at or in the vicinity of the Site and who is best placed to mitigate those potential risks; and
- (b) has been prepared by a third party, and the Principal gives no warranty and makes no representation as to the accuracy, adequacy, or completeness of the SiD Assessment.

The Contractor must review the SiD Assessment, seek clarification on any areas of concern and take account of the SiD Assessment when discharging its duties and obligations under the *Work Health and Safety Act 2011 (Qld)* and the *Work Health and Safety Regulation 2011 (Qld)*.

14.3 The Contractor must:

- (a) appropriately store and secure any poisonous, flammable, or injurious substances for the duration of WUC;
- (b) 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;
- (c) provide adequate first aid facilities appropriate to the size and composition of his/her staff and labour force and the nature of WUC;
- (d) if the Principal has appointed a third party as principal contractor for the Site under the *Work Health and Safety Regulation 2011 (Qld)*, comply with the reasonable requirements of that third party in its capacity as principal contractor; and
- (e) if the Principal has not appointed a third party as principal contractor for the Site:
  - (i) comply with the Principal's Policies and Procedures relating to work, health and safety;
  - (ii) inform the Principal of all its work health safety policies, procedures or measures implemented for the individual project sites established for performance of its obligations

14.4 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 Contractor's work health and safety management plan, general risk assessment for WUC, and any specific task related work method statements.

14.5 The Contractor must:

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- (a) prior to commencing WUC engage an independent third party to carry out safety audits of the Contractor's work practices. The safety audit must, as a minimum, include the following:
  - (i) verification that the Contractor is carrying out WUC in accordance with the approved WHS plan submitted to the Principal under subclause 12A.4(d) of the General Conditions of Contract;
  - (ii) physical safety inspection of the Site and the Contractor's work practices; and
  - (iii) confirmation that Contractor and the Contractor's Personnel is compliant with all Legislative Requirements;
- (b) provide the Principal with the safety auditor's report together with the Contractor's WHS plan within 5 Business Days after completion of the safety audit;
- (c) within 5 Business Days of the date of the safety auditor's report, create a non-conformance plan to rectify non-conformances identified in the safety auditor's report (if any) and keep evidence satisfactory to the Principal of the completion of the plan.
- (d) provide a copy of the non-conformance plan to the Principal within 5 Business Days of the date of the safety audit report. The Principal may audit the implementation of the non-conformance plan to rectify any non-conformances, and request evidence satisfactory to the Principal of completion.
- (e) immediately suspend WUC (or the relevant portion of WUC) until the Contractor has addressed the safety issues identified during the safety audit and/or in the safety audit report. The Contractor must continue to comply with all duties and obligations under the WHS Act and the Contract;
- (f) rectify any non-conformances in the Contractor's WHS Plan and resubmit the revised WHS Plan to the Principal within 5 Business Days.

### 14.6 The Contractor must:

- (a) comply with all provisions of the *Electrical Safety Act 2002* (Qld) and all related Legislative Requirements; and
- (b) ensure that:
  - (i) all electrical work conducted, including work performed by subcontractors, is fully documented and recorded on a 'Certificate of Electrical Safety';
  - (ii) all required 'AS3000 Test Results' are documented and recorded by the Contractor; and
- (c) provide:
  - (i) certificates of testing and safety pursuant to the *Electrical Safety Regulation 2013* (Qld) for all electrical work carried out as part of WUC (whether by the Contractor or by subcontractors); and
  - (ii) records of all test results in accordance with AS3000:2007 for all electrical installation works on property owned by the Principal.

## 15. ENVIRONMENTAL PROTECTION

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- 15.1 **(Environmental protection)** The Contractor must, and must ensure that its Personnel, perform the Contractor's obligations in accordance with:

## General Specification

- (a) best practice environmental management (as that term is defined in Section 21 of the *Environmental Protection Act 1994* (Qld));
  - (b) the requirements of all other Legislative Requirements relating to the protection of the Environment; and
  - (c) the Principal's policies and procedures relating to the protection of the Environment.
- 15.2 The Contractor must provide a copy of its environmental risk assessments and relevant control strategies for WUC for the Superintendent's review prior as a requirement of possession of the Site and prior to any pre-start meeting. The level of detail in the risk assessments shall be adequate to provide the Superintendent with a clear understanding of the required Work.
- 15.3 The Contractor must, within the time required by clause 5.2, prepare and provide to the Superintendent for review an environmental management plan ('EMP') for WUC, detailing how the Contractor will prevent or minimise the risk of harm to the environment in performing its obligations under the Contract. The Contractor must obtain and comply with the Superintendent's Direction regarding the plan pursuant to subclause 8.3 of the General Conditions of Contract. The Contractor must comply, and ensure that all of the Contractor's Personnel comply, with the EMP at all times until the expiration of the last Defects liability Period to expire. The EMP must:
- (a) comply with ISO14001;
  - (b) cover all WUC to be undertaken at the Site;
  - (c) describe the Contractor's process and procedures for the management of the risk of harm to the environment in connection with WUC;
  - (d) be consistent with relevant Australian Standards and Legislative Requirements;
  - (e) be a practical and achievable plan;
  - (f) detail each environmental issue and impact which is to be addressed;
  - (g) 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);
  - (h) detail who is responsible for ensuring the control measures are undertaken, the verification of such actions, and the reporting process;
  - (i) provide a trigger for undertaking an action, and where possible, timing of each action;
  - (j) detail procedures for the monitoring of the EMP by the Contractor;
  - (k) detail a procedure for recording any non-compliance with the EMP; and
  - (l) detail a system for registration and action of environmental complaints.

If the Contractor wishes to commence any WUC prior to obtaining the Superintendent's Direction in relation to 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.

- 15.4 The Contractor must prepare and obtain the Superintendent's Direction regarding an erosion and sedimentation control plan ('ESCP') pursuant to subclause 8.3 of the General Conditions of Contract. The ESCP must describe the Contractor's process and procedures for the prevention

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or minimisation of harm caused by erosion and sediment in connection with WUC, including by control of overland flows, minimisation of flow path lengths, and the use of trapping devices to capture sediment. The Contractor must undertake the installation, inspection, repair, and maintenance of all environmental control measures required by the ESCP. The Contractor must inspect all environmental control measures at least:

- (a) once each week;
- (b) immediately after any major rainfall event; and
- (c) as otherwise directed by the Superintendent.

### 15.5 The Contractor must:

- (a) use all reasonable endeavours to minimise disruption to any fauna at or in the vicinity of the Site;
- (b) ensure that each of the Contractor's Personnel and every other person carrying out WUC at the Site:
  - (i) is appropriately trained in relation to the protection of fauna prior to carrying out any part of WUC;
  - (ii) aware of the potential for impacts on fauna and the need to minimise these impacts,prior to that person carrying out any WUC; and
- (c) use all reasonable endeavours to ensure that each of the Contractor's Personnel and every other person carrying out WUC at the Site minimises disruption to any fauna in the vicinity of the Site; and
- (d) at the Contractor's expense, comply with any Directions issued by the Superintendent to address any excessive or avoidable adverse impact on fauna at or in the vicinity of the Site.

### 15.6 The Contractor must:

- (a) use all reasonable endeavours to minimise disruption to any flora at or in the vicinity of the Site;
- (b) ensure that each of the Contractor's Personnel and every other person carrying out WUC at the Site is appropriately trained in relation to the protection of flora prior to that person carrying out any part of WUC;
- (c) use all reasonable endeavours to ensure that that each of the Contractor's Personnel and every other person carrying out WUC at the Site minimises disruption to existing flora at or in the vicinity of the Site;
- (d) make good any damage to flora caused by the Contractor or its Personnel, other than damage which is the unavoidable consequence of carrying out WUC; and
- (e) at the Contractor's expense, comply with any Directions issued by the Superintendent to address any excessive or avoidable adverse impact on flora at or in the vicinity of the Site.

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## 16. WASTE MANAGEMENT

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- 16.1 **(Definitions)** In this clause ‘Levyable Waste Disposal Site’, ‘Levyable Waste’, ‘Waste’, ‘Waste Disposal Site’ and ‘Waste Levy’ have the meanings given to those terms in the *Waste Reduction and Recycling Act 2011* (Qld).
- 16.2 **(Contractor’s obligation)** The Contractor must:
- (a) ensure that all Waste from 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 in connection with the disposal of Waste.
- 16.3 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.
- 16.4 **(Energy Use)** The Contractor shall ensure that the use of energy for WUC is minimised by undertaking regular maintenance of all machinery to ensure energy efficiency and by utilising minimum sized machinery to undertake tasks.

## 17. BIOSECURITY MANAGEMENT

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- 17.1 **(Definitions)** 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 Biosecurity 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 Biosecurity 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;
  - (d) **BRMP** means a Biosecurity Risk management plan;
  - (e) **General Biosecurity Obligation** has the meaning given to that term in the *Biosecurity Act 2014* (Qld).

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17.2 **(Biosecurity Risk management plan)** The Contractor must prepare and obtain the Superintendent's Direction regarding a BRMP pursuant to subclause 8.3 of the General Conditions of Contract. The BRMP must:

- (a) describe the processes and procedures for the management of Biosecurity Risks in connection with WUC;
- (b) outline reasonable and practical steps to address Biosecurity Risks;
- (c) describe how the Contractor will meet its General Biosecurity Obligation;
- (d) address both Potential Biosecurity Risks and Known Biosecurity Risks.

The Contractor must comply with and ensure that all of the Contractor's Personnel comply with the BRMP.

17.3 **(Training)** The Contractor must ensure that each of the Contractor's Personnel and every other person carrying out WUC at the Site is appropriately trained to be aware of Biosecurity Risks prior to that person carrying out any part of WUC. 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.

## 18. ASBESTOS

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18.1 **(General)** The removal, transportation, and disposal of asbestos products must be undertaken in accordance with:

- (a) all Legislative Requirements;
- (b) relevant standards and codes of practice including "How to Safely Remove Asbestos 2021" as amended or replaced from time to time; and
- (c) to the extent not inconsistent with paragraphs (a) and (b), any management plan prepared under the Contract.

18.2 **(Work to be done by certified removalist)** Such Work must be undertaken by a certified asbestos removalist.

18.3 **(Monitoring)** The Contractor must arrange for daily air monitoring and reporting during the asbestos removal process by an independent air monitoring consultant/hygienist.

18.4 **(Certification)** At the completion of the asbestos removal process, the Contractor must provide certification that all asbestos has been safely removed from the Site and disposed of in accordance with this clause.

## 19. CULTURAL HERITAGE

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19.1 **(Compliance)** Without limiting any other obligation of the Contractor under the Contract or any law, the Contractor's attention is drawn to, and the Contractor must comply, and must use all reasonable endeavours to ensure that its Personnel comply with the requirements of, the *Aboriginal Cultural Heritage Act 2003* (Qld), *Torres Strait Islander Cultural Heritage Act 2003* (Qld) and the *Aboriginal and Torres Strait Islander Heritage Protection Act 1984* (Cth).

## 20. CULTURAL HERITAGE

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20.1 **(Definitions)** In this clause:



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- (a) **Aboriginal Cultural Heritage** has the same meaning as in the *Aboriginal Cultural Heritage Act 2003* (Qld);
- (b) **Aboriginal Party** has the same meaning as in the *Aboriginal Cultural Heritage Act 2003* (Qld);
- (c) **Cultural Heritage** includes Aboriginal Cultural Heritage, Torres Strait Islander Cultural Heritage and Commonwealth Cultural Heritage;
- (d) **Commonwealth Cultural Heritage** means significant Aboriginal areas and objects under the *Aboriginal and Torres Strait Islander Heritage Protection Act 1984* (Cth);
- (e) **Torres Strait Islander Cultural Heritage** has the same meaning as in the *Torres Strait Islander Cultural Heritage Act 2003* (Qld); and
- (f) **Torres Strait Islander Party** has the same meaning as in the *Torres Strait Islander Cultural Heritage Act 2003* (Qld).

20.2 **(Cultural Heritage plan)** The Contractor must, within the time required by clause 5.2 prepare, and obtain the Superintendent's direction pursuant to subclause 8.3 of the General Conditions of Contract in respect of, a Cultural Heritage plan. The Contractor must obtain and comply with the Superintendent's Direction regarding the plan,. The Contractor must comply, and ensure that all of the Contractor's Personnel comply, with the Cultural Heritage plan at all times until the expiration of the last Defects liability Period to expire. The Cultural Heritage Plan must:

- (a) be consistent with relevant Australian Standards and Legislative Requirements.
- (b) describe the Contractor's process and procedures for the management of Cultural Heritage in connection with WUC;
- (c) detail how the Contractor will comply with its obligations under the Contract in relation to the protection of Cultural Heritage;
- (d) include:
  - (i) the results of a search of the Aboriginal Cultural Heritage Database and Register under the *Aboriginal Cultural Heritage Act 2003* (Qld) for the Site;
  - (ii) the steps that the Contractor intends to take to meet its duty of care under the *Aboriginal Cultural Heritage Act 2003* (Qld) or *Torres Strait Islander Cultural Heritage Act 2003* (Qld) including:
    - (A) the details of any communication with the Aboriginal Party or Torres Strait Islander Party about WUC; and
    - (B) details of any proposed Site inspections or monitoring of WUC;
- (e) identify the roles and responsibilities of the Contractor's Personnel and the Contractor's processes and procedures for dealing with Cultural Heritage.

20.3 **(Training)** The Contractor must ensure that each of Contractor's Personnel, and every other person carrying out WUC at the Site, is appropriately trained to be aware of Cultural Heritage prior to that person carrying out any part of WUC.

20.4 **(General Obligations)** Without limiting any other clause in this Contract, the Contractor must, and must ensure that its Personnel, in carrying out and completing WUC:

- (a) comply with its duty of care under section 23 of the *Aboriginal Cultural Heritage Act 2003* (Qld) and the *Torres Strait Islander Cultural Heritage Act 2003* (Qld) requiring the

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Contractor to take all reasonable and practicable measures not to harm or damage Aboriginal Cultural Heritage and Torres Strait Islander Cultural Heritage;

- (b) act diligently to protect the Cultural Heritage of the Site, the area surrounding the Site, and any other land used by the Contractor in connection with WUC;
- (c) comply with and discharge (and ensure that the Contractor's Personnel comply with and discharge) all obligations imposed on the Contractor under:
  - (i) the requirements of, the *Aboriginal Cultural Heritage Act 2003* (Qld), *Torres Strait Islander Cultural Heritage Act 2003* (Qld), and the *Aboriginal and Torres Strait Islander Heritage Protection Act 1984* (Cth), and any other law relating to the protection of Cultural Heritage which is applicable to WUC;
  - (ii) a Cultural Heritage management plan (if any) approved pursuant to the *Aboriginal Cultural Heritage Act 2003* (Qld), or the *Torres Strait Islander Cultural Heritage Act 2003* (Qld), and applicable to WUC;
  - (iii) any consent, permission, or clearance provided by an Aboriginal Party or Torres Strait Islander Party; and
  - (iv) to the extent to which they are not inconsistent with the obligation in clause 20.4(c)(i), 20.4(c)(ii) or 20.4(c)(iii):
    - (A) the Cultural Heritage plan prepared under clause 20.2;
    - (B) directions of the Superintendent in relation to the protection of Cultural Heritage;
    - (C) the Principal's Cultural Heritage management policies and plans; and
    - (D) other standards, plans, requirements, codes, guidelines, policies, consents, and permissions relating to the protection of the Cultural Heritage which are applicable to WUC; and
- (d) notify the Superintendent immediately of any communication with the Contractor by an Aboriginal Party or Torres Strait Islander Party (or a person claiming to be an Aboriginal Party or Torres Strait Islander Party) which may affect WUC.

20.5 **(Discovery of assets)** Without limiting anything else in this clause 20, if Cultural Heritage assets are encountered at the Site, the Contractor must immediately:

- (a) cease all Work in the area surrounding the asset;
- (b) notify the Superintendent,

and take appropriate actions as outlined in the Cultural Heritage plan or as otherwise directed by the Superintendent.

## 21. TRAFFIC MANAGEMENT

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21.1 The Contractor must, within the time required by clause 5.2, prepare and provide to the Superintendent for review a traffic management plan for WUC, detailing how the Contractor will manage traffic in accordance with the requirements of the Contract. The Contractor must obtain and comply with the Superintendent's Direction regarding the plan pursuant to subclause 8.3 of the General Conditions of Contract. The Contractor must comply, and ensure that all of the Contractor's Personnel comply, with the traffic management plan at all times until the expiration of the last Defects liability Period to expire.

21.2 The Contractor must comply with the Principal's traffic management plan for WUC.

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### 21.3 **(General)** The Contractor:

- (a) is responsible for the safety of all pedestrians and vehicular traffic at, or adjacent to the Site, or in any way affected by the execution of WUC;
- (b) must provide all necessary lights, barriers, notices and signs, and other traffic control devices required for the safe and appropriate management of traffic.
- (c) must comply with and ensure that all traffic control devices conform to:
  - (i) the current Manual of Uniform Traffic Control Devices published by the Department of Transport and Main Roads;
  - (ii) Queensland Guide to Temporary Traffic Management;
  - (iii) AS1742 Manual of Uniform Traffic Control Devices;
  - (iv) Austroads Australian Guide to Temporary Traffic Management;
  - (v) Queensland Guide to Road Safety;
  - (vi) Guideline – Traffic Management at Works on Roads,

as amended or replaced from time to time. In the event of any inconsistency, ambiguity, discrepancy, or conflict between any requirement or standard in the documents listed above, the Contractor shall comply with the more onerous requirement or higher standard unless otherwise directed by the Superintendent.

### 21.4 **(No obstruction)** The Contractor must:

- (a) provide for the continuous operation of normal traffic along all roads, and pedestrian and vehicular access to properties included in the Contract or intersected by WUC;
- (b) where necessary, provide side-tracks which must be appropriately constructed, signposted, lit, and maintained; and
- (c) use all reasonable endeavours to avoid obstructing any side road, branch track, drain, or watercourse and to the extent that such obstructions cannot be avoided, remove such obstructions as soon as possible.

## 22. PERSONAL PROPERTY SECURITIES

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22.1 **(Interpretation)** In this clause, 'PPS Act' means the *Personal Property Securities Act 2009* (Cth). Terms used in this clause which are defined in the PPS Act which are not separately defined in the Contract have the meaning attributed to them in the PPS Act.

22.2 **(Disclosure)** If this Contract contains a security interest, then each party agrees to the purposes of section 275(6) of the PPS Act that it will not disclose information of the type referred to in section 275(1) of the PPS Act, where a request is made under section 275(1) of the PPS Act in relation to this Contract or any part of it, except in circumstances where the party is compelled by law (other than section 275(1) of the PPS Act) to make that disclosure.

22.3 **(Contractor's obligations)** If the Principal determines that any clause of this Contract, or a transaction contemplated by this Contract or in connection with the performance of WUC, constitutes, or is likely to give rise to a security interest in respect of which the Principal is the security holder, then the Contractor:

- (a) must, within the time required by the Principal, provide all assistance and cooperation requested by the Principal that the Principal determines is reasonably required to;

## General Specification

- (i) register and maintain the registration of its security interest on the personal property securities register within any applicable time limits relevant to the effectiveness of the security interest;
  - (ii) ensure that the Principal's security interest is enforceable against third parties, perfected, or otherwise effective;
  - (iii) ensure that the security interest has the appropriate priority required by the Principal (including where applicable, as a purchase money security interest);
  - (iv) ensure that any security interest granted temporary perfection under the PPS Act is perfected by registration or other appropriate means prior to any applicable expiry of that temporary perfection;
  - (v) enable the Principal to register financing statements or financing change statements under the PPS Act, with respect to any such security interest;
- (b) waives the right to receive notice of a verification statement in relation to the registration of that security interest;
- (c) must not register or permit to be registered any other security interest in respect of the personal property that comprises the collateral in respect of that security interest, other than one that has been consented to or granted by the Principal;
- (d) must not cause or allow any of the Contractor's personal property to become an accession to the Principal's personal property or cause or allow the Principal's personal property to become an accession to the Contractor's personal property without the prior consent of the Principal; and
- (e) must immediately notify the Principal if any other person claims or attempts to enforce a security interest:
- (i) in the Principal's personal property; or
  - (ii) in the Contractor's personal property to the extent that that purported enforcement affects or has the potential to affect the Contractor's ability to carry out WUC in accordance with the terms of the Contract.

### 23. HEAVY VEHICLE NATIONAL LAW

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23.1 **(Meaning of terms)** 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.

23.2 **(General obligations)** The Contractor must ensure, 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 the heavy vehicle to contravene the National Law; or
  - (ii) the driver of the 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.

23.3 **(Notice)** The Contractor must immediately:

## General Specification

- (a) notify the Superintendent if the Contractor considers that anything in this Contract, or any act or omission of the Principal or its respective officers, employees, agents or representatives, has or is likely to, directly or indirectly, cause or encourage the Contractor or any Personnel of the Contractor:
  - (i) being the driver of a heavy vehicle to contravene the National Law; or
  - (ii) being the driver of a heavy vehicle to exceed a speed limit applying to the driver; or
  - (iii) being another person, including another party in the chain of responsibility, to contravene the National Law; and
- (b) notify the Principal and the Superintendent in writing in the event that it, or any Personnel, is issued with any warning, request for information or production of documents, notice or fine in respect of any breach of chain of responsibility law in respect of WUC. The Contractor undertakes to provide the Principal and the Superintendent with a copy of any such warning, request, notice or fine, and any response or submissions made by it in relation to the same.

23.4 **(Chain of Responsibility)** In addition to its obligations under the chain of responsibility law, the Contractor must comply with the following chain of responsibility compliance assurance conditions, that:

- (a) the Principal has a policy of compliance for its chain of responsibility obligations under the National Law. The Contractor agrees that it complies with its obligations under the chain of responsibility laws, and has a policy of training and compliance that is subject to periodic review and assessment. The Contractor will require its subcontractors and agents to comply with chain of responsibility obligations in any supply chain arrangement or any arrangement whatsoever in connection with WUC;
- (b) the Principal is committed to taking all reasonable steps to ensure that any carriage of goods by road performed as part of WUC is performed safely and in accordance with the National Law and the chain of responsibility provisions it contains. The Principal will not comply with any instruction or requirement of the Contractor that might have the effect of contributing to a breach of the National Law, or preventing the Principal from taking all steps that it considers necessary to prevent any breach of the National Law;
- (c) upon becoming aware of any breach of mass, dimension, load restraint, fatigue, speed, or maintenance requirement, the Principal may report the breach to the relevant Authority and retain records of the breach; and
- (d) as a requirement of access to the Site, the Contractor must provide copies of any/all:
  - (i) chain of responsibility policy;
  - (ii) mass, dimension, or load restraint policy;
  - (iii) speed management policy;
  - (iv) fatigue management policy; and
  - (v) maintenance management policy,that is in place in respect of its business.

## 24. LABOUR HIRE

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The Contractor must not provide or utilise any labour for any WUC, unless the provider of that labour hire is registered under the *Labour Hire Licensing Act 2017* (Qld).

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## 25. NON-CONFORMING BUILDING PRODUCTS

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- 25.1 **(Definitions)** In this clause, the terms 'person in the chain of responsibility', 'building product', 'Minister', 'non-conforming building product' and 'required information' each have the respective meanings given to those terms in the *Queensland Building and Construction Commission Act 1991* (Qld) ('QBCC Act').
- 25.2 **(General)** The Contractor:
- (a) acknowledges that, to the extent that the Contractor is a person in the chain of responsibility, it has obligations under Part 6AA of the QBCC Act in relation to non-conforming building products;
  - (b) warrants and represents that no building products incorporated into The Works are non-conforming building products, or the subject of a warning statement issued by the Minister;
  - (c) must ensure that it, and its subcontractors, suppliers, and consultants provide all required information for a building product incorporated into The Works to the Principal upon installation of the building product into The Works; and
  - (d) must provide all required information and any other information relevant to a building product to the Principal within the timeframes requested by the Principal.
- 25.3 **(Failure to comply)** If the Contractor installs, or incorporates into The Works, a building product without the required information, the Principal will be entitled to do either of the following in its sole and absolute discretion:
- (a) request the required information from the Contractor, in which case the Contractor will provide the required information as soon as reasonably practicable, or
  - (b) direct the Contractor to remove the building product from The Works and replace with a building product that is not non-conforming pursuant to subclause 29.3 of the General Conditions of Contract or clause 35 of the General Conditions of Contract.
- 25.4 **(Requirement of Practical Completion)** The Contractor shall, as a requirement of practical completion, provide to the Principal a signed statutory declaration confirming that all required information has been obtained and provided to the Principal, and that no non-conforming building products have been installed or incorporated into The Works.
- 25.5 **(Indemnity)** Without limiting clause 11A.6 of the General Conditions of Contract, 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 to the extent caused or contributed to any breach of the Contractor's obligations under this clause 25, or by any failure of the Contractor to comply with its obligations under the QBCC Act in relation to building products.

## 26. WORK HEALTH AND SAFETY ACCREDITATION SCHEME

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- 26.1 **(Accreditation)** The Contractor must maintain accreditation under the Australian Government Work Health and Safety Accreditation Scheme ('the Scheme'), established by the *Building and Construction Industry (Improving Productivity) Act 2016* (Cth), while building work (as defined in section 6 of the Act) is carried out.
- 26.2 **(Compliance)** The Contractor must comply with all conditions of the Scheme accreditation and the National Construction Code performance requirements in relation to building materials.

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## 27. QUEENSLAND CODE

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27.1 **(The Queensland Code)** If applicable, in addition to the terms defined in this document, terms used in this clause 27 have the same meaning as is attributed to them in the Queensland Government's *Queensland Code of Practice for the Building and Construction Industry* (the 'Queensland Code').

27.2 **(Primary Obligations)** The Contractor must:

- (a) comply with, and meet any obligations imposed by, the Queensland Code;
- (b) notify the Australian Building and Construction Commission ('ABCC') (or nominee) and the Principal, of any alleged breaches of the Queensland Code and of voluntary remedial action taken within 24 hours of becoming aware of the alleged breach;
- (c) where the Contractor is authorised to engage a subcontractor and it does so, ensure that any secondary contract imposes on the subcontractor equivalent obligations to those in this clause 27, including that the subcontractor shall comply with, and meet any obligations imposed by, the Queensland Code; and
- (d) not appoint or engage another party in relation to WUC, where that appointment or engagement would breach a sanction imposed on the other party in relation to the Queensland Code.

27.3 **(Information)** The Contractor must maintain adequate records of compliance with the Queensland Code by it, its subcontractors, and related entities.

27.4 **(Access)** The Contractor must allow, and take reasonable steps to facilitate, Queensland Government authorised personnel (including personnel of the ABCC) to:

- (a) enter and have access to sites and premises controlled by the Contractor, including any Site at which WUC is being carried out;
- (b) inspect any work, material, machinery, appliance, article, or facility;
- (c) access information and documents;
- (d) inspect and copy any records relevant to WUC;
- (e) have access to personnel; and
- (f) interview any person,

as is necessary for the authorised personnel to monitor and investigate compliance with the Queensland Code by the Contractor, its subcontractors, and related entities.

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

27.6 **(Sanctions)** The Contractor warrants that at the time of entering into this Contract, neither it, nor any of its related entities, are subject to a sanction in connection with the Queensland Code that would have precluded it from tendering for work to which the Queensland Code applies. If the Contractor does not comply with, or fails to meet any obligation imposed by the Queensland Code, a sanction may be imposed against it in connection with the *Queensland Code*. Where a sanction is imposed:

- (a) it is without prejudice to any rights that would otherwise accrue to the parties;

## General Specification

- (b) the State of Queensland (through its agencies, Ministers and the ABCC) is entitled to:
    - (i) record and disclose details of non-compliance with the Queensland Code and the sanction; and
    - (ii) take them into account in the evaluation of future expressions of interest or tender responses that may be lodged by the Contractor, or its related entities, in respect of work to which the Queensland Code applies.
- 27.7 **(Cost)** The cost of ensuring the Contractor's compliance with the Queensland Code shall be borne by the Contractor. The Contractor is not entitled to make a claim for reimbursement or an extension of time from the Principal or the State of Queensland for such costs.
- 27.8 **(No relief)** Compliance with the Queensland Code does not relieve the Contractor from responsibility to perform WUC and any other obligation under the Contract, or from liability for any defect in The Works, or from any other legal liability, whether or not arising from its compliance with the Queensland Code.
- 27.9 **(Change)** Where a change in the Contract or WUC is proposed, and that change would, or would be likely to, affect compliance with the Queensland Code, the Contractor must immediately notify the Principal (or nominee) of the change, or likely change and specify:
- (a) the circumstances of the proposed change;
  - (b) the extent to which compliance with the Queensland Code will, or is likely to be, affected by the change; and
  - (c) what steps the Contractor proposes to take to mitigate any adverse impact of the change,

and the Principal will direct the Contractor as to the course it must adopt within 5 Business Days of receiving notice.

### **28. QUEENSLAND GOVERNMENT QUEENSLAND CHARTER FOR LOCAL CONTENT**

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- 28.1 **(Definitions)** Terms used in this clause 28 which are not separately defined in this Contract have the same meaning as is attributed to them in the Charter for Local Content.
- 28.2 **(Contractor's obligation)** The Contractor must, and must ensure its subcontractors, in carrying out WUC:
- (a) comply with the principles of the Charter for Local Content and any related requirements under the Contract;
  - (b) comply with any Statement of Intent or equivalent local content statement under the Contract;
  - (c) complete and submit a Charter for Local Content – Project Outcome Report (available from State Government website) to the Principal at, and as a requirement of, Practical Completion and at such other times as reasonably requested by the Principal, with a copy to [qclc@dsd.qld.gov.au](mailto:qclc@dsd.qld.gov.au).

### **29. TRAINING POLICY**

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- 29.1 **(Application)** The Queensland Government Building and Construction Training Policy ('Training Policy') applies to this project.



## General Specification

- 29.2 **(Contractor's obligation)** The Contractor must act consistently with and do all things reasonably necessary to enable the Principal to comply with the Training Policy. Without limiting this, when directed to do so by the Superintendent, the Contractor must provide the Superintendent with sufficient details of the Contractor's employees, and the employees of its subcontractors, to enable the Principal to comply with the Principal's reporting obligations under the Training Policy.
- 29.3 **(Privacy Statement)** The Contractor is referred to the Privacy Statement in Appendix D in relation to the treatment of this information.

### 30. TRAINING POLICY

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- 30.1 **(Application)** The Queensland Government Building and Construction Training Policy ('Training Policy') applies to this project.
- 30.2 **(Definitions)** In this clause 30:
- (a) **Aboriginal or Torres Strait Islander** means a person of Aboriginal or Torres Strait Islander descent who identifies as an Aboriginal or Torres Strait Islander and is accepted as such by the community in which he or she lives;
  - (b) **Compliance Plan** means the plan submitted electronically by the Contractor in TPAS demonstrating how the Contractor will comply with its obligations under this clause 30 and the Training Policy;
  - (c) **Deemed Hours** means the number of on-the-job training hours required under this clause 30 and the Training Policy, and are calculated using the following formula:
    - (i) for building projects, except for Major Building Projects – Contract Sum (including GST) x 0.0006; and
    - (ii) for Major Building Projects – Contract Sum (including GST) x 0.0009;
  - (d) **IEO Plan** means the Indigenous Economic Opportunities Plan developed by the Contractor that complies with the requirements of the Training Policy and is agreed to and signed by:
    - (i) the Contractor;
    - (ii) the Principal; and
    - (iii) the relevant Aboriginal or Torres Strait Islander Authority, or where there is no relevant Aboriginal or Torres Strait Islander Authority, the Department of Seniors, Disability Services and Aboriginal and Torres Strait Islander Partnerships;
  - (e) **Major Building Projects** means a project where the contract value (including GST) is \$100 million or greater;
  - (f) **Practical Completion Report** means the report submitted electronically by the Contractor in TPAS demonstrating compliance by the Contractor with clause 30 and the Training Policy;
  - (g) **TPAS** means the Training Policy Administration System being the electronic reporting system administered by the Department of Employment, Small Business and Training for contract compliance reporting under the Training Policy.
- 30.3 **(Compliance)** The Contractor must comply with the Training Policy and must:

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- (a) within 10 Working Days of the Date Of Acceptance Of Tender, submit the Compliance Plan electronically in TPAS, and as soon as possible afterwards provide a copy of the TPAS email notification for the submitted Compliance Plan to the Superintendent;
  - (b) allocate a minimum of 60% of the Deemed Hours towards the employment of *trainees* or new entrant apprentices, as required by the Training Policy;
  - (c) for the remaining Deemed Hours not allocated under subclause 30.3(b), undertake other workforce training, as required by the Training Policy;
  - (d) provide the privacy statement contained in Appendix D to each participant regarding the collection and use of personal information; and
  - (e) within 15 Working Days of the Date Of Practical Completion, or, if there is more than one, the last occurring Date Of Practical Completion, submit the Practical Completion Report electronically in TPAS, and as soon as possible afterwards, provide a copy of the TPAS email notification for the submitted Practical Completion Report to the Superintendent.
- 30.4 Nothing in this clause 30 limits or alters the Contractor's obligation to comply with the Training Policy.
- 30.5 The Contractor must also:
- (a) within 10 Working Days of the Date Of Acceptance Of Tender, submit the IEO plan as part of the Compliance Plan electronically in TPAS, and as soon as possible afterwards provide a copy to the Superintendent;
  - (b) prioritise the employment of Aboriginal or Torres Strait Islander apprentices and trainees, and local Aboriginal or Torres Strait Islander workers to meet the Deemed Hours requirement under subclause 30.3(b);
  - (c) allocate an additional amount towards the IEO plan, which must be a minimum of 3% of the Contract Sum including GST; and
  - (d) within 15 Working Days of the Date Of Practical Completion, or if there is more than one, the last occurring Date Of Practical Completion, submit the achievement of outcomes against the IEO plan as part of the Practical Completion Report electronically in TPAS, and as soon as possible afterwards, provide a copy of the submitted achievement of outcomes against the IEO plan to the Superintendent.
- 30.6 **(Failure to comply)** The Contractor acknowledges that failure to comply in part or in whole with the requirements of clause 30 and non-compliance with the Training Policy will be considered in any review of a contractor's eligibility to tender for future Queensland Government contracts in addition to any other sanctions that may apply.

## 31. REQUIREMENTS OF FUNDING BODY

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- 31.1 **(Definitions)** In this clause 'Funding Requirements' means the requirements of the State Government, Commonwealth Government or other body providing funding to the Principal in connection with the Contract.
- 31.2 **(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) act consistently with, and do all things reasonably necessary to enable the Principal to comply with the Funding Requirements;
  - (b) not do, or permit to be done, anything which would cause the Principal to be in breach of the Funding Requirements;

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- (c) notify the Principal immediately if it becomes aware of any non-compliance with any of the Funding Requirements; and
- (d) 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 31.

### 32. AS CONSTRUCTED DRAWINGS

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- 32.1 **(Requirements for as constructed drawings)** Unless the Superintendent otherwise directs, as constructed drawings must:
- (a) comply with AS 1100.101-1992: Technical Drawing – General as amended or replaced from time to time;
  - (b) clearly detail the finished line, level, arrangements, layouts, and the like of The Works as completed, including the pickup of any existing in-ground services encountered in the execution of WUC;
  - (c) be prepared utilising the latest issued version of the construction drawings and must be prepared using AutoCAD format, or an alternative software package/format approved by the Superintendent; and
  - (d) must be clearly identified as 'as constructed drawings', be appropriately titled, and must be dated and signed by the Contractor.
- 32.2 No later than two weeks before the Date For Practical Completion the Contractor must give to the Superintendent, two advanced 'draft' copies of the as constructed drawings of The Works.
- 32.3 **(Final as constructed drawings)** The Contractor must give to the Superintendent, as a requirement of Practical Completion, as constructed drawings of The Works as follows:
- (a) 3 complete copies of as constructed drawings in A3 hardcopy format;
  - (b) 1 complete electronic copy of as constructed drawings in PDF; and
  - (c) 1 complete copy in the electronic format in which the drawings were created (native format).

### 33. OPERATION AND MAINTENANCE MANUALS

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- 33.1 **(Requirements for operation and maintenance manuals)** Unless the Superintendent otherwise directs, the operation and maintenance manuals must include:
- (a) Contractor's name, address, facsimile number, telephone number and email address;
  - (b) maintenance schedule (in tabular form);
  - (c) technical description of the equipment supplied, with diagrams and illustrations where appropriate;
  - (d) detailed description of each item of maintenance;
  - (e) detailed description of each item of operation;
  - (f) procedures for dismantling and reassembling;
  - (g) details and descriptions of maintenance and operations, equipment and tools, with instructions for their use;

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- (h) supplier/material quality certificates for each product;
  - (i) supplier/material specification and data sheets for each product;
  - (j) Material Safety Data Sheets (MSDS) for all products directly or indirectly involved in all aspects of operation and maintenance of the works; and
  - (k) complete spares list.
- 33.2 No later than two weeks before the Date For Practical Completion the Contractor must give to the Superintendent, two advanced 'draft' copies of the operation and maintenance manuals for The Works.
- 33.3 **(Final operation and maintenance manuals)** The Contractor must give to the Superintendent, as a requirement of Practical Completion, 1 complete electronic copy in PDF of the operation and maintenance manuals for The Works.

### **34. PRACTICAL COMPLETION**

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- 34.1 **(Requirements of achieving practical completion)** The Contractor acknowledges that the Contract may elsewhere include additional obligations which must be satisfied as a requirement of Practical Completion. In addition to any such obligations, the Contract must, as a requirement of Practical Completion:
- (a) satisfy all requirements of the Contract in relation to commissioning and operator training;
  - (b) provide to the Superintendent one (1) bound and one (1) PDF copy of an end-of-job report which shall contain the following as a minimum:
    - (i) material test results;
    - (ii) as constructed drawings which comply with clause 32;
    - (iii) completed warranties for all fittings and fixtures including major supply information;
    - (iv) operations & maintenance manuals;
    - (v) building surveyor inspection certificates where applicable;
    - (vi) plumbing inspection certificates;
    - (vii) electrical inspection certificates; and
    - (viii) final inspection certificates from an approved registered certifier;
  - (c) As built drawing

# Appendix A – Work by others

Not Applicable.

# Appendix B – Principal Supplied Material

Not Applicable.

## Appendix C – Site (Clause 5.1)

Refer map attached with Tender.

## Appendix D – Privacy Statement – The Queensland Government Building and Construction Training Policy (Clause 30)

This Privacy Statement is to be provided to each participant on an eligible Queensland Government funded Building and Civil Construction project to comply with the *Information Privacy Act 2009* (Qld).

The Queensland Government Building and Construction Training Policy (the Training Policy) requires that a minimum of 10 per cent of the total labour hours on eligible Queensland Government Building or Civil Construction projects be undertaken by apprentices and/or trainees, and through other workforce training. The Contractor is required to provide evidence of compliance with the Training Policy, and this information will ultimately be considered in any review of their eligibility to tender for future government work.

The Department of Employment, Small Business and Training ('DESBT') requires that contracted organisations collect personal information from participants including:

<p><b>Apprentice or Trainee</b></p>	<ul style="list-style-type: none"> <li>• Registration id</li> <li>• Name</li> <li>• Engaged as Apprentice or Trainee</li> <li>• Employer</li> <li>• Indigenous status</li> <li>• Total hours</li> </ul>
<p><b>Cadet</b> <b>Undergraduate</b> <b>Employee</b> <b>Student</b> <b>Indigenous Employee</b></p>	<ul style="list-style-type: none"> <li>• First &amp; surname name</li> <li>• Engaged as Cadet/Undergraduate/Tradesperson/Non-Tradesperson/Prevocational Student (SWL)</li> <li>• Indigenous status</li> <li>• Total Hours</li> </ul>

Contracted organisations must provide this information to Construction Skills Queensland ('CSQ'), as CSQ administers contractor compliance data on behalf of the Queensland Government, through the Training Policy Administration System (TPAS).

CSQ will consider the information and determine if there is non-compliance with the Training Policy by the contracted organisation. If CSQ determines that there is non-compliance with the Training Policy, personal information may be provided to DESBT, the State Government agency procuring the project or the designated Principal Contractor.

Annual performance reports regarding a contractor's compliance with the policy will be provided by the DESBT to the Director-General of each Queensland Government agency.

Records collected will be treated as a public record and will be retained as required by the *Public Records Act 2002* (Qld). For the term that the record is maintained, CSQ will only use this information to administer the Training Policy on the Queensland Government's behalf.

Only authorised officers will have access to this information, and personal information will not be disclosed to any other third party without consent unless authorised or required under law.

A person may apply to access their personal information stored. Should a person have any queries regarding the information held about themselves, including if they think that the personal information held is incorrect in any way, or is out of date, please CSQ at [info@csq.org.au](mailto:info@csq.org.au) or on 1800 798 488