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| GENERAL SPECIFICATION  (STANDARD RISK) |
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|  |
| Boundary Hill East Detailed Design |
| CONTRACT NO: T2526.06 |
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the specification

* + 1. (**Documents comprising the specification**)The specification comprises the following documents:
       1. this General Specification;
       2. other documents to the extent that they are incorporated (whether physically or by reference) into the specification, namely:
          1. relevant Australian Standards;
          2. Principal’s Policies and Procedures;
          3. Capricorn Municipal Development Guidelines;
    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.
    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).

definitions

* + 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:
       1. **Administrator** means, when used in or by reference to Department of Transport and Main Roads documents, the Superintendent;
       2. **Approvals** means certificates, licences, accreditations, clearances, authorisations, consents, permits, approvals, determinations, and permissions from any Authority and any related fees and charges;
       3. **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;
       4. **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;
       5. **General Specification** means this document and all attachments to it which forms part of the Contract;
       6. **Good Industry Practice** means:
          1. the standard of skill, care, and diligence; and
          2. 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;

* + - 1. **Principal** has the same meaning as given to the term “Principal” or “Purchaser” in the General Conditions of Contract (as the case may be);
      2. **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;
      3. **Program** has the same meaning as given to the term “construction program” or “program” in the General Conditions of Contract (as the case may be);

CONTRACTOR’s general obligations, WARRANTIES and representations

* + 1. (**Ability**) The Contractor must ensure, and warrants and represents that the Contractor and, to the extent applicable to them, its Personnel:
       1. have the experience, skills, expertise, and resources;
       2. 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.

* + 1. (**Standard**) 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.
    2. (**Methodology**) The Contractor:
       1. warrants and represents that the methodology for carrying out and completing WUC stated in the Contract is suitable, appropriate and adequate; and
       2. 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. (I**nvestigations**) The Contractor warrants and represents that the Contractor has:
       1. 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;
       2. inspected the Site;
       3. 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.
    4. (**Contractor Documents**) The Contractor warrants and represents that all Contractor Documents will:
       1. comply with the requirements of the Contract and applicable law;
       2. be consistent with or exceed applicable industry standards;
       3. be of a standard and quality expected of a contractor using Good Industry Practice;
       4. be suitable and adequate for the purpose for which they are provided.

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

* + - * 1. 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
        2. 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);

contract management

* + 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.
    2. (**Requests for review and information**) TheSuperintendent 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.
    3. (**Shop drawings**) 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.

* + 1. (**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:
       1. receipt or review of, or comment or Direction on, a document submitted by the Contractor;
       2. failure by the Principal or Superintendent to review, comment on, or give a Direction on any document submitted by the Contractor; or
       3. failure by the Superintendent to give its approval pursuant to clause 8.3.

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

* + 1. (**Code of Conduct**) 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:
       1. communicate the Code of Conduct to all of the Contractor’s Personnel;
       2. 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
       3. 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.

design

* + 1. (**Standard of Design Documents**) The Design Documents must, unless the Superintendent otherwise directs, comply with AS 1100.101-1992: Technical Drawing – General as amended or replaced from time to time.
    2. (**Principal’s Project Requirements**) Without limiting any other obligation of the Contractor or right of the Principal, to the extent (if any) that the Principal’s Project Requirementsincludes any drawings, specifications or other information, samples, models, patterns and the like provided by the Contractor (‘Contractor’s Tendered Design’), the Contractor warrants and represents that the Contractor’s Tendered Design accords with the balance of the Principal’s Project Requirements.
    3. (**Suitability and adequacy of The Works**) The Contractor:
       1. must ensure that at Practical Completion the Worksare (and each part of The Works) is; and
       2. warrants and represents that The Works and each part of The Works will at Practical Completion, be,

suitable and adequate for the purpose stated in or to be reasonably inferred from the Contract, or otherwise made known to the Contractor prior to the date of acceptance of tender.

* + 1. (**Submission and review of Design Documents**)The Contractor must submit the following Design Documents to the Superintendent for review before carrying out WUC in reliance on the Design Documents and, at the times (if any) identified below:

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| --- | --- | --- |
| **Description of Design Documents** | **Format of Design Documents** | **Timing** |
| Reference T2526.05 Boundary Hill East Detailed Design - Tech Spec Section4 |  |  |
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The Principal shall advise the Contractor within a reasonable time as to whether it grants or refuses permission for the use of the Design Documents for the construction of The Works. The Contractor must not amend any Design Document for which the Principal has granted permission, unless the Contractor first obtains the Principal’s written consent.

If the Principal refuses permission, the Principal shall provide reasons for the refusal in which case the Contractor must resubmit updated Design Documents to the Principal, together with a report which identifies how any comments from the Principal have been addressed in the Design Documents.

No review, permission, approval, consent, confirmation, comment, advice or the like given or withheld by, or on behalf of, the Principal in relation to any Contractor Document shall:

* + - 1. constitute an acceptance by the Principal or the Principal’s Representative of any responsibility in connection with the WUC;
      2. adversely affect any right of the Principal; or
      3. relieve the Contractor from any of its responsibilities, obligations, or liabilities.
    1. (**Consultant’s design certificate**) The Contractor must, at the time of submission of Design Documents, give to the Superintendent a statutory declaration properly executed by a representative of the Contractor’s design consultant in a position to verify the facts stated in the declaration, stating that the Design Documents in respect of which the declaration is issued:
    2. have been prepared by Personnel of the Contractor that:
       1. have the experience, skills, expertise, and resources
       2. hold all necessary competencies, licences, accreditations, qualifications, permits, clearances, or other authorisations,

required to undertake their part of the Contractor’s Design Obligations; and

* + 1. accord with the requirements of the Contract.
    2. (**Consultant’s design construction certificate**) The Contractor must, as a requirement of Practical Completion and whenever otherwise reasonably directed by the Principal, give to the Superintendent a statutory declaration properly executed by a representative of the Contractor’s design consultant in a position to verify the facts stated in the declaration, stating that:
       1. the consultant has:
       2. inspected the following parts of the Works described in the Design Documents (**Certified Works**):
          1. Designs, delivered as for Approval and later, for Construction, in pdf and dwg formats, certified by an RPEQ, for all aspects of site requiring construction to enable 10 years of operation.

* + - 1. taken all reasonable steps to ascertain whether the Certified Works are in accordance with the Design Documents; and
      2. to the extent ascertainable from that inspection and those steps, the Certified Works are in accordance with the Design Documents.

principal supplied materials

* + 1. (**Definitions**) In this clause, ‘**Principal Supplied Materials’** means materials identified in Appendix B which the Principal is required under the Contract to supply, or which the Principal otherwise agrees in writing to supply, to the Contractor free of charge for use in WUC.
    2. (**Principal’s obligation to provide**) The Principal must:
       1. deliver Principal Supplied Materials to the Site; or
       2. make the Principal Supplied Materials available at the location (if any) stated in the Contract,

at the time at which the Program required the materials to be provided or made available, or such other time as the Principal agrees in writing.

* + 1. (**Inspection by Contractor**) Upon any Principal Supplied Materials being delivered or made available, the Contractor must immediately inspect the materials and ensure that the specified quantity has been delivered and that the materials are in a condition which complies with the requirements of the Contract.
    2. (**Notice of deficiencies**)If, within 5 Business Days of the materials being delivered or made available, the Contractor does not notify the Superintendent in writing of any deficiencies, then it shall be deemed that the specified quantity of Principal Supplied Materials has been delivered or made available to the Contractor in a condition that complies with the Contract.
    3. (**Risk**)Any Principal Supplied Materials which, after it is delivered or made available to the Contractor, is lost, destroyed, contaminated, or altered in any way such that the materials no longer comply with the Contract, shall be immediately removed, disposed of, and replaced by the Contractor, at the Contractor’s expense, with materials that comply with the Contract, unless the Superintendent expressly directs otherwise. The Contractor must notify the Superintendent in writing of any lost, destroyed, contaminated, or altered materials within 5 Business Days of becoming aware of such events.
    4. (**Excess**) Unless otherwise directed by the Superintendent, the Contractor must return any excess Principal Supplied Materials to the Principal at the place required by the Superintendent.
    5. (**Ownership**)Principal Supplied Materials, other than destroyed, contaminated or altered material which is disposed of by the Contractor pursuant to clause 8.5 shall, notwithstanding anything else in this clause 8, remain the property of the Principal at all times.

approvals and other law

* + 1. (**Approvals obtained by the Principal**) The Principal has obtained the following Approvals:
       - 1. Principal’s Policies and Procedures;

The Contractor must comply with those Approvals to the extent that they are applicable to WUC.

* + 1. (**Identifying, obtaining and maintaining Approvals**) The Contractor must identify and notify the Principal of all Approvals which are necessary for the proper performance of WUC (other than Approvals which the Principal has advised the Contractor it has already obtained). The Contractor must obtain and maintain all such Approvals until the end of the last Defects Liability Period to expire. The cost of obtaining and maintaining all such Approvals shall be borne by the Contractor.
    2. (**Final certificates**) The Contractor must:
       1. obtain all final certificates; and
       2. provide a list of all inspections and forms required for the final certificate before commencing any WUC.
    3. (**Compliance**) The Contractor must ensure that its Personnel comply with all Approvals and other laws which are in anyway applicable to WUC, including, unless the Contract expressly provides otherwise, by paying all fees, royalties, levies, charges, costs, expenses, taxes, or duties.
    4. (**Obtaining or granting of Approvals by Principal**) The Principal gives no warranty and makes no representation that:
       1. it will be able to obtain, or obtain within any particular time; or
       2. where the Principal is the relevant Authority, that it will grant,

any Approvals required for the Contractor to perform WUC.

* + 1. (**Timing**) The Contractor is deemed to have allowed a reasonable time in the Program for all required Approvals to be applied for and obtained.
    2. (**No fetter**)Nothing in the Contract shall be taken to fetter the power, rights, or authority of the Principalas an Authority under the *Local Government Act 2009* (Qld), the *Local Government Regulation 2012* (Qld), or any other law.

SITE

* + 1. (**Location**) The Site is identified in **Appendix C**.
    2. (**Requirements of access or possession**) The Contractor must provide the following documentation and information to the Superintendent. The documentation and information must be provided:
       1. in a form that complies with the requirements of the Contract;
       2. as a requirement of the Principalgiving access to or possession of the Site; and
       3. within the earlier of:
          1. 20 Business Days after the Date Of Acceptance Of Tender; and
          2. 5 Business Days prior to any scheduled pre-start meeting.
    3. (**Site specific induction**) The Contractor must ensure that:
       1. each of the Contractor’s Personnel working on Site receives a site-specific induction;
       2. 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).
    4. (**Site specific requirements**) 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. (**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.
    6. (**Unauthorised entry to site**) The Contractor must use all reasonable endeavours to prevent any unauthorised entry to the Site.
    7. (**Security fencing**)The Contractor must supply, install, maintain, repair, and remove security fencing around the Site. The security fencing must:
       1. clearly identify the extents of the Site to the public;
       2. be covered with opaque screening/printed fence wrap to limit viewing into the Site and include any graphic design provided by the Principal; and
       3. be kept in good condition.
    8. (**Signage**)No signage is to be placed on the Siteor the perimeter (other than safety signage) without the prior written consent of the Superintendent.
    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.
    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.
    11. (**Setting out**) The Contractor’s attention is drawn to clause 26 of the General Conditions of Contract. The Contractor must:
        1. set out The Works from the information shown on the drawings;
        2. check all dimensions on Site before proceeding with WUC; and
        3. notify the Superintendentof 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.

* + 1. (**Interference**) 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.
    2. (**Services**) 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.
    3. (**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:
       1. the Contractor must immediately report such damage to the owner of the asset and the Superintendent; and
       2. 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.

* + 1. (**No latent condition for material to be excavated**) In addition to any other warranties given or representations made in the 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.
    2. (**Other property**)The Contractor must:
       1. 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;
       2. obtain the Principal’spermission 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;
       3. comply with all Legislative Requirements, including the *Local Government Act 2009* (Qld) in relation to entering Private Property;
       4. 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; and
       5. 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.
    3. (**Private property**)The Contractor must ensure that all Personnel of the Contractor that enter Private Property in connection with WUC:
       - 1. 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);
         2. 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 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
         3. comply with all obligations of a Local Government Worker imposed under the *Local Government Act 2009* (Qld).

PROGRAM

* + 1. (**Format and details**) The Program shall:
       1. be prepared utilising native format Microsoft Project software, or alternative software as approved in writing by the Superintendent;
       2. be submitted in electronic format with copies in both PDF format and native Microsoft Project file format;
       3. detail the Contract milestone dates, the commencement and completion dates of each trade, and/or sub-contract; and
       4. identify 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.
    2. (**Allowances in program**) The Contractor must allow, and is deemed to have allowed, in the program for:
       1. 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
       2. other timeframes under the Contract within which the Superintendent and the Principal are permitted to act.
    3. (**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.
    4. (**Improving progress**) If, in the opinion of the Superintendent, the Contractor falls behind an approved Program, the Contractor must, unless otherwise directed by the Superintendent:
       1. take such steps as are necessary to improve progress (including the use of additional resources);
       2. 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.

stakeholder management

* + 1. (**Workshop and plan**) The Contractor shall:
       1. 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;
       2. develop a stakeholder management plan based on the outcome of the workshop and the requirements of this clause; and
       3. obtain and comply with the Superintendent’s Direction regarding the plan pursuant to subclause 8.3 of the General Conditions of Contract.
    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 Workimpacting 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:
       1. title of notice;
       2. start and finish dates of Work;
       3. purpose of communications;
       4. type and length of interruption;
       5. affected locations (chainages, streets, property accesses, etc);
       6. whether the works subject to weather;
       7. who is carrying out the works (i.e. contractor or subcontractor); and
       8. Contractor details.
    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.
    4. (**Sign board**) The Contractor must provide a sign board comprising the following information, at the entrance to the Site or as required:
       1. Contractor’s name;
       2. Contractor’s postal address; and
       3. Site supervisor’s name and 24-hour contact number.
    5. (**Complaints**)With respect to complaints, the Contractor shall:
       1. 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
       2. 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.

quality Management system

* + 1. (**General**) The Contractor must:
       1. 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);
       2. provide a copy of the ISO9001 certification (or other documentary evidence suitable to the Superintendent, acting reasonably) of the Contractor’s system;
       3. comply with, and ensure that all of the Contractor’s Personnel comply with the system;
       4. appoint a suitably qualified quality management representative, who shall have such authority to effectively manage and control the implemented quality system.
    2. (**Quality management plan**) The Contractor’s quality management system must include a quality management plan which contains at least the following information:
       1. a project organisation chart clearly showing the lines of authority, responsibility, and communication that will be in effect;
       2. details of the qualifications and experience of all project management and supervision staff;
       3. a lot plan;
       4. details of project specific procedures, including those related to the following to the extent that they are applicable to WUC:
          1. all shop drawing formation and coordination;
          2. management of all services subcontractor/trades;
          3. management of all services/operational commissioning;
       5. applicable inspection and test plans;
       6. a register of all proposed quality records; and
       7. 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.

* + 1. (**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:
       1. the items of Work to be inspected or tested;
       2. the party who will carry out the inspection or test;
       3. the stages at which Work is to be inspected and tested or the frequency of inspections and tests;
       4. the testing procedures and methodologies;
       5. acceptance criteria;
       6. non-conformance management and corrective processes;
       7. Work which shall not be covered up or made inaccessible without the prior approval of the Superintendent;
       8. witness points for Work for which a Superintendent’s Representative must be present;
       9. hold points beyond which Work cannot proceed without approval of the Superintendent;
       10. relevant standards; and
       11. 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.

* + 1. (**Reporting**) The Contractor must provide the Superintendent with all documents and information:
       1. reasonably requested to support or evidence the Contractor’s quality management system;
       2. which are produced by the Contractor in compliance with the quality management system.
    2. (**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 Superintendentwith 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 Superintendentno less than 2 Business Days’ notice of its intention to commence each stage of the following Work:
       1. As identified in T2526.05 Boundary Hill East Detailed Design - Tech Spec section 4;

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.

reports, meetings AND RECORD KEEPING

* + 1. (**Progress reports**) The Contractor must:
       1. keep the Principal fully informed of the progress and performance of WUC;
       2. 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
       3. 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).
    2. (**Meetings**) 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.

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

| **Item** | **Meeting description** | **Topics for discussion** | **Time for meetings** | **Required attendees** |
| --- | --- | --- | --- | --- |
|  | Pre-start meeting  1 x 2 hour kick-off workshop (including project risk assessment) | As per Technical Specifications | Prior to commencement of WUC at the Site | Project Leads |
|  | Weekly Overview/ update  1 x 60 min meeting weekly | As per Technical Specifications | Tuesday or Wednesday 9am -10am | Project Leads |

* + 1. (**Record of compliance**) 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.
    2. (**Audit**) 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:
       1. allowing the auditors to undertake any inspections;
       2. providing such assistance, information and access to the Site, systems and equipment and other cooperation;
       3. 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 14,

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 Principalunder this clause, any documents to the extent that they contain material which is subject to legal professional privilege.

* + 1. (**Photographic evidence**) 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:

|  |  |
| --- | --- |
| **Item** | **Stages at which photographic record to be made** |
|  | On the giving of possession of the Site |
|  | At the end of each calendar month prior to the month in which Practical Completion is achieved; and |
|  | At Practical Completion. |

Photographs shall be in high-definition digital format and shall be dated and labelled to describe the photograph’s content.

confidential information

* + 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:
       1. the Contract;
       2. scope, technical specification, design, maps, pricing schedule, guideline;

safety

* + 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 19 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.
    2. (**Safety in design assessment**) 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:
       1. 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
       2. 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).

* + 1. (**Storage**) The Contractor must:
       1. appropriately store and secure any poisonous, flammable, or injurious substances for the duration of WUC;
       2. 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 Superintendentand the Queensland Fire and Emergency Services, or other relevant Authority;
       3. provide adequate first aid facilities appropriate to the size and composition of his/her staff and labour force and the nature of WUC;
       4. if the Principal has appointed a third party as principal contractor for the Siteunder the *Work Health and Safety Regulation 2011* (Qld), comply with the reasonable requirements of that third party in its capacity as principal contractor; and
       5. if the Principal has not appointed a third party as principal contractor for the Site:
          1. comply with the Principal’s Policies and Procedures relating to work, health and safety;
          2. 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 under this Contract.
    2. (**Microbiological risks**) The Contractor is advised that partially treated and untreated sewage contains micro-organisms such as bacteria, viruses, and parasites that can exist in large numbers. These micro-organisms may be harmful to health. The Contractor shall ensure that all microbiological risks are considered, and appropriate control measures identified within the Contractor’s work health and safety management plan, general risk assessment for WUC, and any specific task related work method statements.

ENVIRONMENTAL PROTECTION

* + 1. (**Environmental protection**) The Contractor must, and must ensure that its Personnel, perform the Contractor’s obligations in accordance with:
       1. best practice environmental management (as that term is defined in Section 21 of the *Environmental Protection Act 1994* (Qld));
       2. the requirements of all other Legislative Requirements relating to the protection of the Environment; and
       3. the Principal’s policies and procedures relating to the protection of the Environment.
    2. (**Environmental Management Plan**) The Contractor must, within the time required by clause 10.2, 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:
       1. comply with ISO14001;
       2. cover all WUC to be undertaken at the Site;
       3. describe the Contractor’s process and procedures for the management of the risk of harm to the environment in connection with WUC;
       4. be consistent with relevant Australian Standards and Legislative Requirements;
       5. be a practical and achievable plan;
       6. detail each environmental issue and impact which is to be addressed;
       7. 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);
       8. detail who is responsible for ensuring the control measures are undertaken, the verification of such actions, and the reporting process;
       9. provide a trigger for undertaking an action, and where possible, timing of each action;
       10. detail procedures for the monitoring of the EMP by the Contractor;
       11. detail a procedure for recording any non-compliance with the EMP; and
       12. 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.

* + 1. (**Erosion and sediment control plan**) The Contractormust 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 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:
       1. once each week;
       2. immediately after any major rainfall event; and
       3. as otherwise directed by the Superintendent.
    2. (**Protection of Fauna**) The Contractor must:
       1. use all reasonable endeavours to minimise disruption to any fauna at or in the vicinity of the Site;
       2. ensure that each of the Contractor’s Personnel and every other person carrying out WUC at the Site:
          1. is appropriately trained in relation to the protection of fauna prior to carrying out any part of WUC;
          2. aware of the potential for impacts on fauna and the need to minimise these impacts,

prior to that person carrying out any WUC; and

* + - 1. 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
      2. 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.
    1. (**Protection of Flora**) The Contractor must:
       1. use all reasonable endeavours to minimise disruption to any flora at or in the vicinity of the Site;
       2. 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;
       3. 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;
       4. 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
       5. 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.

waste management

* + 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).
    2. (**Contractor’s obligation**) The Contractor must:
       1. 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;
       2. otherwise, ensure that all Waste arising from WUCis disposed of in accordance with the requirements of the *Waste Reduction and Recycling Act 2011* (Qld) and any otherapplicable Legislative Requirements relating to the disposal of Waste; and
       3. pay all royalties, levies, fees, charges, costs, expenses, taxes, or duties in connection with the disposal of Waste.
    3. (**Evidence of payment**) With or in each progress claim submitted by the Contractor under the Contract, the Contractor must provide a separate breakdown of the amount of any Waste Levy which the Contractor is aware has been passed on to, and paid by, the Contractor in connection with the disposal of Levyable Waste arising from WUC.
    4. (**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.

CULTURAL HERITAGE

* + 1. (**Definitions**) In this clause:
       1. **Aboriginal** **Cultural Heritage** has the same meaning as in the *Aboriginal Cultural Heritage Act 2003* (Qld);
       2. **Aboriginal** **Party** has the same meaning as in the *Aboriginal Cultural Heritage Act 2003* (Qld);
       3. **Cultural** **Heritage** includes Aboriginal Cultural Heritage, Torres Strait Islander Cultural Heritage and Commonwealth Cultural Heritage;
       4. **Commonwealth** **Cultural Heritage** means significant Aboriginal areas and objects under the *Aboriginal and Torres Strait Islander Heritage Protection Act 1984* (Cth);
       5. **Torres** **Strait** **Islander** Cultural Heritage has the same meaning as in the *Torres Strait Islander Cultural Heritage Act 2003* (Qld); and
       6. **Torres Strait Islander Party** has the same meaning as in the *Torres Strait Islander Cultural Heritage Act 2003* (Qld).
    2. (**Cultural Heritage plan**) The Contractor must, within the time required by clause 10.2 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:
       1. be consistent with relevant Australian Standards and Legislative Requirements.
       2. describe the Contractor’s process and procedures for the management of Cultural Heritage in connection with WUC;
       3. detail how the Contractor will comply with its obligations under the Contract in relation to the protection of Cultural Heritage;
       4. include:
          1. the results of a search of the Aboriginal Cultural Heritage Database and Register under the *Aboriginal Cultural Heritage Act 2003* (Qld) for the Site;
          2. 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:

the details of any communication with the Aboriginal Party or Torres Strait Islander Party about WUC; and

details of any proposed Site inspections or monitoring of WUC;

* + - 1. identify the roles and responsibilities of the Contractor’s Personnel and the Contractor’s processes and procedures for dealing with Cultural Heritage.
    1. (**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.
    2. (**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:
       1. 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 Contractor to take all reasonable and practicable measures not to harm or damage Aboriginal Cultural Heritage and Torres Strait Islander Cultural Heritage;
       2. 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;
       3. comply with and discharge (and ensure that the Contractor’s Personnel comply with and discharge) all obligations imposed on the Contractor under:
          1. 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;
          2. 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;
          3. any consent, permission, or clearance provided by an Aboriginal Party or Torres Strait Islander Party; and
          4. to the extent to which they are not inconsistent with the obligation in clause 25.4(c)(i), 25.4(c)(ii) or 25.4(c)(iii):

the Cultural Heritage plan prepared under clause 25.2;

directions of the Superintendent in relation to the protection of Cultural Heritage;

the Principal’s Cultural Heritage management policies and plans; and

other standards, plans, requirements, codes, guidelines, policies, consents, and permissions relating to the protection of the Cultural Heritage which are applicable to WUC; and

* + - 1. 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.
    1. (**Discovery of assets**) Without limiting anything else in this clause 25, if Cultural Heritage assets are encountered at the Site, the Contractor must immediately:
       1. cease all Work in the area surrounding the asset;
       2. notify the Superintendent,

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

traffic management

* + 1. (**Traffic management plan**) The Contractor must comply with the Principal’s traffic management plan for WUC.
    2. (**General**) The Contractor:
       1. 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;
       2. must provide all necessary lights, barriers, notices and signs, and other traffic control devices required for the safe and appropriate management of traffic.
       3. must comply with and ensure that all traffic control devices conform to:
          1. the current Manual of Uniform Traffic Control Devices published by the Department of Transport and Main Roads;
          2. Queensland Guide to Temporary Traffic Management;
          3. AS1742 Manual of Uniform Traffic Control Devices;
          4. Austroads Australian Guide to Temporary Traffic Management;
          5. Queensland Guide to Road Safety;
          6. 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.

* + 1. (**No obstruction**) The Contractor must:
       1. 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;
       2. where necessary, provide side-tracks which must be appropriately constructed, signposted, lit, and maintained; and
       3. 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.

Labour Hire

The Contractormust 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).

NON-CONFORMING BUILDING PRODUCTS

* + 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’*).
    2. (**General**) The Contractor:
       1. 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;
       2. 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;
       3. 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
       4. must provide all required information and any other information relevant to a building product to the Principal within the timeframes requested by the Principal.
    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:
       1. request the required information from the Contractor, in which case the Contractor will provide the required information as soon as reasonably practicable, or
       2. 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.
    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.
    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 30, or by any failure of the Contractor to comply with its obligations under the QBCC Act in relation to building products.

Work Health and Safety Accreditation Scheme

* + 1. (**Accreditation**) The Contractormust 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.
    2. (**Compliance**) The Contractormust comply with all conditions of the Scheme accreditation and the National Construction Code performance requirements in relation to building materials.

QUEENSLAND CODE

* + 1. (**The Queensland Code**) If applicable, in addition to the terms defined in this document, terms used in this clause 32 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’).
    2. (**Primary Obligations**) The Contractor must:
       1. comply with, and meet any obligations imposed by, the Queensland Code;
       2. notify the Australian Building and Construction Commission (‘ABCC’) (or nominee) and the Principal,of any alleged breaches of the Queensland Code and of voluntaryremedial action taken within 24 hours of becoming aware of the alleged breach;
       3. where the Contractoris 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 32, including that the subcontractor shall comply with, and meet any obligations imposed by, the Queensland Code; and
       4. 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.
    3. (**Information**) The Contractor must maintain adequate records of compliance with the Queensland Code by it, its subcontractors, and related entities.
    4. (**Access**) The Contractor must allow, and take reasonable steps to facilitate, Queensland Government authorised personnel (including personnel of the ABCC) to:
       1. enter and have access to sites and premises controlled by the Contractor, including any Site at which WUCis being carried out;
       2. inspect any work, material, machinery, appliance, article, or facility;
       3. access information and documents;
       4. inspect and copy any records relevant to WUC;
       5. have access to personnel; and
       6. 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.

* + 1. (**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.
    2. (**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:
       1. it is without prejudice to any rights that would otherwise accrue to the parties;
       2. the State of Queensland (through its agencies, Ministers and the ABCC) is entitled to:
          1. record and disclose details of non-compliance with the Queensland Code and the sanction; and
          2. 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.
    3. (**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.
    4. (**No relief**) Compliance with the Queensland Code does not relieve the Contractor from responsibility to perform WUCand 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.
    5. (**Change**) Where a change in the Contractor WUCis 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:
       1. the circumstances of the proposed change;
       2. the extent to which compliance with the Queensland Code will, or is likely to be, affected by the change; and
       3. what steps the Contractor proposes to take to mitigate any adverse impact of the change,

and the Principalwill direct the Contractoras to the course it must adopt within 5 Business Daysof receiving notice.

Queensland Government QUEENSLAND CHARTER FOR LOCAL CONTENT

* + 1. (**Definitions**) Terms used in this clause 33 which are not separately defined in this Contract have the same meaning as is attributed to them in the Charter for Local Content.
    2. (**Contractor’s obligation**) The Contractor must, and must ensure its subcontractors, in carrying out WUC:
       1. comply with the principles of the Charter for Local Content and any related requirements under the Contract;
       2. comply with any Statement of Intent or equivalent local content statement under the Contract;
       3. 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).

TRAINING POLICY

* + 1. (**Application**) The Queensland Government Building and Construction Training Policy (‘Training Policy’) applies to this project.
    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.
    3. (**Privacy Statement**) The Contractor is referred to the Privacy Statement in Appendix D in relation to the treatment of this information.

As constructed drawings

* + 1. (**Requirements for as constructed drawings**) Unless the Superintendent otherwise directs, as constructed drawings must:
       1. comply with AS 1100.101-1992: Technical Drawing – General as amended or replaced from time to time;
       2. 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;
       3. 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
       4. must be clearly identified as ‘as constructed drawings’, be appropriately titled, and must be dated and signed by the Contractor.
    2. (Draft a**s constructed drawings**)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.
    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:
       1. 3 complete copies of as constructed drawings in A3 hardcopy format;
       2. 1 complete electronic copy of as constructed drawings in PDF; and
       3. 1 complete copy in the electronic format in which the drawings were created (native format).

OPERATION AND MAINTENANCE MANUALS

* + 1. (**Requirements for operation and maintenance manuals**) Unless the Superintendent otherwise directs, the operation and maintenance manuals must include:
       1. Contractor’s name, address, facsimile number, telephone number and email address;
       2. maintenance schedule (in tabular form);
       3. technical description of the equipment supplied, with diagrams and illustrations where appropriate;
       4. detailed description of each item of maintenance;
       5. detailed description of each item of operation;
       6. procedures for dismantling and reassembling;
       7. details and descriptions of maintenance and operations, equipment and tools, with instructions for their use;
       8. supplier/material quality certificates for each product;
       9. supplier/material specification and data sheets for each product;
       10. Material Safety Data Sheets (MSDS) for all products directly or indirectly involved in all aspects of operation and maintenance of the works; and
       11. complete spares list.
    2. (**Draft** a**s operation and maintenance manuals**)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.
    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.

practical completion

* + 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:
       1. satisfy all requirements of the Contract in relation to commissioning and operator training;
       2. 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:
          1. material test results;
          2. as constructed drawings which comply with clause 37;
          3. completed warranties for all fittings and fixtures including major supply information;
          4. operations & maintenance manuals;
          5. building surveyor inspection certificates where applicable;
          6. plumbing inspection certificates;
          7. electrical inspection certificates; and
          8. final inspection certificates from an approved registered certifier;