



PART 1 & 2: REQUEST FOR TENDER

Injune Road Drainage Stage 2A 2025-2026

CONTRACT NO: T2526.08

Request for Tender

PART 1 – PREAMBLE				
Banana Shire Council invites tenders from suitably qualified tenderers for the completion of construction works required for the upgrading of the Injune Road Drainage Stage 2A as described in more detail in Part 5 – Scope. All works related to this contract must be completed within 90 days after the contract award .				
PART 2 – GENERAL INFORMATION				
1. Contract details:	T2526.08 Injune Road Drainage Stage 2A 2025 - 2026			
2. Communications by Tenderers:	Communications regarding the Procurement Process must be submitted to tenders@banana.qld.gov.au or Vendor Panel no later than 5 calendar days prior to the time stated in Item 4			
3. Briefing or site inspection:	Details	Maximum attendees	Mandatory	RSVP
	Tender Briefing, to be held on 31 st July 2025. 08:00 am, 62 Valentine Plains Road, Biloela QLD 4715 A Teams meeting link will be made available for those who cannot attend in person.	N/A	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	RSVP to tenders@banana.qld.gov.au 30th July 2025 11:00 am
4. Submission of Tender:	Tenders must be submitted electronically only at tenders@banana.qld.gov.au or Vendor Panel by no later than 22 nd August 2025, 11:00 am <i>Note// Adequate time must be allowed for the Tender and all supporting documents to be uploaded or received by this time.</i>			
5. Evaluation Criteria:	Evaluation Criteria			Weighting (%) (Optional)
	Price			40
	Experience (past performance) & Capability			20
	Ability to complete works in specified timeframe			20
	Quality, Environmental & Safety Management Processes			15
	Local Content			5
6. Tenders should not be longer than:	N/A			
7. Tenders to be valid for:	90 calendar days after the time stated in Item 4 (as extended if at all, pursuant to the Procurement Process Conditions)			
8. Complaints:	Complaints regarding Procurement Process to be directed to: tenders@banana.qld.gov.au			
PART 3 – PROCUREMENT PROCESS CONDITIONS				
<p>The Procurement Process is governed by the Local Government Act (2009), Local Government Regulation (2012) and the current Council's Procurement Policy.</p> <p>The Request for Tender is to be read in conjunction with, the Procurement Process Conditions attached to or provided with this Request for Tender and identified as T2526.08 Injune Road Drainage Stage 2A 2025-2026 - Procurement Process Conditions</p>				
PART 4 – CONTRACT				
<p>The contract identified as T2526.08 Injune Road Drainage Stage 2A 2025-2026 - Contract - Construct Only</p> <p>A copy of the contract document (AS4000-1997) is also available by request or can be downloaded from the Standards Australia Website at the tenderer's cost. Once the tender is awarded, the final contract documents will be forwarded for signing. Tender must look at any departures to AS4000-1997 standard terms and include it in the Response Schedule (Schedule L: Statement of Departure).</p> <p>Also, Local Buy Arrangement can be used at the Council's sole discretion.</p>				

PART 5 – SCOPE

The Scope is described in the document(s) attached to or provided with this Request for Tender and identified as

- General Specification
- Technical Specification
- Locality Map (Appendix A);
- IFC Drawings (Appendix B);
- Pricing Schedule (Appendix C)
- MRTS03 – (Appendix D)
- MRS03 – (Appendix E)
- Injune Road Cultural Heritage Report – (Appendix F)
- Schedule 15 – Aboriginal Cultural Heritage Identification Report (Appendix G)
- Environmental Management Plan – Injune Road CH49680 – CH67100 (Appendix H)
- Environmental Site-Specific Induction – (Appendix I)

PART 6 – RESPONSE SCHEDULES

The Tender must be submitted in the form provided in the response schedules attached to or provided with this Request for Tender and identified as **T2526.08 Injune Road Drainage Stage 2A 2025-2026 - Response Schedule.**



PART 3: Procurement Process Conditions

Injune Road Drainage Stage 2A 2025-2026

CONTRACT NO: T2526.08

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Procurement Process Conditions

1. GENERAL

- 1.1 **(Conduct of the Procurement Process)** The Principal will endeavour to conduct the Procurement Process in a manner which is consistent with these Procurement Process Conditions.
- 1.2 **(Rights of the Principal)** The Principal may do anything which it considers to be prudent or necessary for the proper conduct of the Procurement Process, including:
- (a) **(alteration of Procurement Documents)** amend, add to or delete any part of the Procurement Documents including:
 - (i) the procedures and timeframes provided in the Procurement Process Conditions;
 - (ii) the Evaluation Criteria (including weightings);
 - (iii) the Scope; and
 - (iv) where one is included in the Procurement Documents, the Contract;
 - (b) **(suspension or termination)** suspend or terminate the Procurement Process;
 - (c) **(attendances)** request any one or more Respondents to attend a briefing, site inspection or other meeting or to make a presentation of their Response in person at the Principal's office at no cost to the Principal;
 - (d) **(change or error in Procurement Documents)** request any one or more Respondents to change their Response to take account of a change in the Procurement Documents or any error in such documents;
 - (e) **(clarification or alteration)** request any one or more Respondents to clarify or alter any aspect of the Respondent's Response;
 - (f) **(additional information)** request additional information from one or more Respondents relating to a Response, the Procurement Process, the Respondent's compliance with the Procurement Process Conditions or any other matter which the Principal considers relevant to its assessment (including information that should have been, but was not, included in the Respondent's Response);
 - (g) **(negotiation)** negotiate amendments to any aspect of a Response with any one or more Respondents and suspend or terminate such negotiations at any time;
 - (h) **(revised Responses)** invite one or more Respondents to provide a revised Response or best and final offer; and/or
 - (i) **(shortlisting)** create a shortlist of one or more Respondents and exercise any of its rights only in respect of one or more of the shortlisted Respondents.
- 1.3 **(Conduct of Respondents)** The Respondent must not, and must ensure that its Personnel do not, engage in any Improper Conduct. The Respondent must immediately notify the Principal in the event that it becomes aware that it, or any of its Personnel, have engaged in Improper Conduct. Where appropriate, the Principal may report Improper Conduct by the Respondent to the appropriate Authority and provide that Authority with any relevant information related to that conduct.
- 1.4 **(Complaints in relation to the Procurement Process)** The Respondent must make any complaint in relation to the Procurement Process using the Communication Method immediately upon the cause of the complaint arising or upon the Respondent becoming aware of the cause. The complaint must be made in writing, and refer to Part 2, item 8 in the Request for Tender summary document.

Procurement Process Conditions

- 1.5 **(No warranty)** The Principal gives no warranty and makes no representation that the Procurement Documents or any other information provided to the Respondent in connection with the Procurement Process is accurate, adequate or complete.
- 1.6 **(No liability)** Neither the Principal nor its Personnel shall be liable upon any Claim for any Specified Loss in connection with the Procurement Process.

2. BRIEFINGS AND SITE INSPECTIONS

- 2.1 **(Attendance)** The Respondent must attend any briefing or a site inspection which is identified in the General Information as mandatory. Respondents are encouraged to attend any briefing or site inspection which is not described as mandatory, and refer to Part 2, item 3 in the Request for Tender summary document.
- 2.2 **(RSVP)** The Respondent must confirm that it intends to attend the briefing or site inspection to the email address and by the time and date stated in the General Information and may only bring a maximum of the number of Personnel stated in the General Information, and refer to Part 2, item 3 in the Request for Tender summary document.
- 2.3 **(Safety)** The Respondent must inform itself of risks to health and safety arising from attendance at the briefing or site inspection and take all reasonable steps to ensure that such risks are eliminated or, if it is not possible to eliminate them, to minimise them so far as is practicable.
- 2.4 **(Obligation to inspect)** Where no site inspection is identified in the General Information, the Respondent must make its own arrangements to inspect the site prior to lodging its Response.

3. COMMUNICATIONS DURING PROCUREMENT PROCESS

- 3.1 **(Communication Method)** All communications by the Principal to the Respondent shall at first instance be made using the Communication Method. Except where expressly permitted by these Procurement Process Conditions, all communications by the Respondent to the Principal in connection with the Procurement Process shall at first instance be directed to the Principal using the Communication Method. No other communication method may be utilised by the Respondent unless expressly permitted by the Principal or where technical difficulties prevent the Respondent from utilising the Communication Method or the Principal expressly agrees to an alternative method.
- 3.2 **(Respondent's responsibility)** The Respondent must ensure that it is capable of receiving and does receive all communications to the Respondent in connection with the Procurement Process. Where the Communication Method is email, it is the Respondent's responsibility to ensure that it notifies the Principal of the correct email address for receiving communications. Where the Communication Method is through a website, the Respondent must ensure that it is properly registered with and capable of receiving communications through the website.
- 3.3 **(Confidentiality of communications)** The Principal may notify any or all Respondents of a request for further information made by a Respondent and the Principal's response to it without identifying the submitting Respondent or may keep a request for information confidential and respond only to the Respondent if it considers that it is appropriate to do so.
- 3.4 **(No reliance)** The Respondent must not rely upon any information (including information provided at a briefing or site inspection) unless it is confirmed by the Principal through the Communication Method.
- 3.5 **(Communication Closing Time)** The Principal will not respond to any request for information received after the Communication Closing Time, which is the same as tender closing time..

4. THE RESPONSE

- 4.1 **(Application of clause)** This clause 4 only applies in respect of an RFT.

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- 4.2 **(Acceptance of Contract and Scope)** If one has not been provided, the Respondent must obtain a copy of the Contract from the Principal by requesting a copy through the Communication Method. Except to the extent that the Respondent has detailed a proposed alternative, amendment, qualification or departure in a Response, the Respondent will be taken to have unconditionally accepted and agreed to:
- (a) be bound by the terms and conditions of the Contract; and
 - (b) carry out and complete the whole of the obligations described in or to be reasonably inferred from the Procurement Documents.
- 4.3 **(Price)** The Price must be submitted exclusive of GST and in Australian dollars.
- 4.4 **(Discrepancy in Price)** Where the Response Form requires the Respondent to provide a Price and there is a discrepancy between the amount stated in the Response Form as the Respondent's Price and the sum total of the items in any Price Schedule then:
- (a) if the Contract provides that it is a lump sum contract, then the sum total of the items in the Price Schedule shall be the Respondent's Price; or
 - (b) if the Contract provides that it is a schedule of rates contract or a part lump sum and part schedule of rates contract, then the rate, price or lump sum of each item will prevail over the total shown, and the total shall be adjusted accordingly.
- 4.5 **(Response Validity Period – 90 calendar days)** The Respondent's Response will remain valid and open for acceptance by the Principal until the end of the Response Validity Period and thereafter until it is withdrawn in writing by the Respondent or the Procurement Process is finalised. The Principal may consent to the Respondent withdrawing its Response before the end of the Response Validity Period. The Principal may request an extension of the Response Validity Period at any time by giving written notice to the Respondent. If the Respondent does not agree to the requested extension then the Principal may exclude the Respondent's Response from assessment or further assessment as the case may be.
- 4.6 **(Alternative Responses)** Pursuant to Clause 8.4(a) the Principal may, but is not obliged to, reject or exclude from assessment any Response that is an Alternative Response. Notwithstanding this, if the Respondent wishes to submit an Alternative Response, then the Respondent is encouraged to:
- (a) also submit a Conforming Response; and
 - (b) submit the Alternative Response on a separate Response Form to the Conforming Response, clearly marked, "ALTERNATIVE RESPONSE" accompanied by a clear summary of all points of difference between the Alternative Response and the Conforming Response.

5. RESPONDENT'S GENERAL WARRANTIES AND REPRESENTATIONS

- 5.1 **(Warranties and Representations)** By lodging a Response, the Respondent warrants and represents that:
- (a) **(conduct of Respondent)** neither the Respondent nor any of its employees or agents has engaged in any Improper Conduct;
 - (b) **(authority)** the Response has been signed and lodged by a person with authority to do so on behalf of the Respondent;
 - (c) **(basis of Response)** the Respondent:
 - (i) has received or obtained copies of all of the Procurement Documents and all information or documents referred to in the Procurement Documents; and

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- (ii) has not relied on the accuracy, adequacy or completeness of any documents or information provided or any representation made by or on behalf of the Principal in connection with the Procurement Process in preparing its Response;
- (d) **(accuracy of Response)** all information provided in or with the Response is accurate;
- (e) **(ability)** the Respondent and its relevant Personnel:
 - (i) hold (and are compliant with all requirements of) all necessary competencies, licences (including if necessary, a licence under the *Queensland Building and Construction Commission Act 1991* (Qld)), accreditations, certifications, permits, clearances and other authorisations which will be required for the Respondent to carry out the Scope if it is ultimately engaged to carry out that Scope; and
 - (ii) are not excluded from submitting a tender under any applicable Queensland or Federal Government scheme, code or policy;
- (f) **(suitability etc. of works, goods or services)** where the Principal has stated in the Procurement Documents the purpose(s) for which the works, goods or services must be suitable, appropriate, adequate or fit, the works, goods or services shall be suitable, appropriate, adequate and fit for those purposes (but this warranty and representation will not apply to the extent (if any) that the Respondent has expressly excluded or limited it in the Respondent's Response);
- (g) **(Effect of implied warranties)** neither clause 5 nor clause 6 shall operate in any way to limit, exclude or otherwise restrict the operation of any warranty implied by law.

6. RESPONDENT'S FURTHER WARRANTIES AND REPRESENTATIONS (APPLICATION OF CLAUSE)

6.1 **(Warranties and Representations)** By lodging a Response, the Respondent warrants and represents that:

- (a) **(investigations)** the Respondent has undertaken its own enquiries and investigations to satisfy itself of:
 - (i) the nature and extent of the Scope, its contractual obligations and all other risks, contingencies and other circumstances which could have an impact on its ability to carry out and complete the obligations it will have under the Contract if its Response is accepted for the Price; and
 - (ii) the suitability, appropriateness and adequacy of the Scope (including, in respect of contracts under which the successful Respondent is required to design works, any preliminary design included in the Scope) for the purposes stated in or to be reasonably inferred from the Scope;
- (b) **(ability)** the Respondent and its relevant Personnel:
 - (i) have and will maintain the necessary experience, expertise and skill to perform its obligations under the Contract in accordance with the requirements of the Contract in the event that its Response is accepted; and
 - (ii) have and will maintain the resources necessary to comply with the timeframes for the performance of the Contract stated in the Procurement Documents (as amended if at all, pursuant to these Procurement Process Conditions);
- (c) **(price)** the Price, and all rates, sums and prices included in the Response allow for:

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- (i) all of the risks, contingencies and other circumstances which could have an effect on the Respondent's ability to carry out and complete the obligations it will have under the Contract if its Response is accepted for the Price, except to the extent that the Contract expressly allows an adjustment;
- (ii) the provision of all materials, plant, labour and other services necessary for the proper completion of the obligations it will have under the Contract if its Response is accepted, whether or not those items are expressly mentioned in the Contract; and
- (iii) unless the Contract expressly allows an adjustment, rise and fall in costs;
- (d) **(competitive neutrality)** if the Respondent is required by law to comply with principles of competitive neutrality, the Respondent has properly considered, assessed and complied with the applicable competitive neutrality principles in relation to the Procurement Process and the acceptance by the Principal of the Respondent's Response will not breach those principles;
- (e) **(notice)** the Respondent has notified the Principal in its Response of any:
 - (i) ambiguity, inconsistency, uncertainty, error or omission which it has discovered in or from the Procurement Documents;
 - (ii) any assumptions that it has made in determining its Price;
 - (iii) further information or investigations which it considers that it requires to enable it to give the warranties and make the representations in this clause 6,

and otherwise gives all warranties and makes all representations which the Contract requires to be given or made by the successful Respondent. The Respondent acknowledges that the Principal will rely on these warranties and representations in entering into a contract with the successful Respondent.

7. LODGEMENT AND OPENING OF RESPONSES

7.1 **(Method of lodgement)** A Response must be lodged:

- (a) if the Tender Box is VendorPanel, by uploading it to the Tender Box;
- (b) if the Tender Box is an email address, by sending it as an attachment to an email to the Tender Box; or
- (c) if the Tender Box is a physical address, by delivering it to the Tender Box.

The Principal may direct or allow the Response to be lodged by an alternative method.

7.2 **(Time of lodgement)** A document forming part of a Response shall be deemed to have been lodged:

- (a) where the Tender Box is a website, at the time that the document is successfully uploaded to the Tender Box, as indicated on the electronic receipt issued to the Respondent;
- (b) where the Tender Box is an email address, at the time that an email attaching the document is successfully delivered to the Tender Box, as indicated on the email system on which the Tender Box is hosted;
- (c) where the Tender Box is a physical address, at the time that the document is physically received at the Tender Box; or

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- (d) where the Response is lodged by an alternative method allowed by the Principal, when it is received by the Principal by that method.

7.3 **(Response opening)** Responses will not be opened publicly and the Respondent will not be permitted to attend the opening of Responses.

8. ASSESSMENT OF RESPONSES

8.1 **(Evaluation Criteria)** In determining which Response(s) are most advantageous to the Principal, each Response evaluated in accordance with these Procurement Process Conditions will be assessed, but not necessarily exclusively, against the Evaluation Criteria (if any).

8.2 **(Considerations)** In assessing Responses, the Principal may consider any information which the Principal reasonably considers to be relevant to its assessment (however obtained), including:

- (a) information contained in the Response or any amendment to or clarification of a Response;
- (b) information provided at a meeting with or presentation by the Respondent;
- (c) outcomes from discussions with a Respondent's referees (if any);
- (d) information obtained pursuant to clause 8.5;
- (e) the Respondent's past performance under other contracts with the Principal or third parties; and
- (f) the reasonably held subjective opinions of the persons appointed by the Principal to evaluate Responses or any advisor to such persons.

8.3 **(Uncertainties)** The Principal may ignore any part of a Response which is ambiguous, uncertain, unclear or illegible without seeking clarification from the Respondent and may assess the balance of the Response.

8.4 **(Right to exclude)** The Principal may, but shall not be obliged to, reject or exclude from assessment any Response including:

- (a) a Non-Conforming Response, an Alternative Response or a Late Response;
- (b) a Response, in respect of which the Principal reasonably believes that the Respondent has:
 - (i) failed to comply with these Procurement Process Conditions or any request made by or on behalf of the Principal pursuant to them within the time required; or
 - (ii) breached a warranty given or representation made pursuant to these Procurement Process Conditions or that a warranty, declaration or representation in the Respondent's Response is false or misleading in any material respect;
- (c) a Response in respect of which the Principal reasonably believes that the Respondent cannot reasonably comply with the obligations which it will have under the Contract (in the event that its Response is successful) for the Price; or
- (d) a Response which fails to achieve a satisfactory score against any of the Evaluation Criteria, even if the overall score of the Response is satisfactory;

8.5 **(Other information or assistance)** The Principal may undertake its own investigations, or engage third parties to do so on its behalf, in relation to any aspect of a Response (including

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verifying any warranty, representation or declaration made or given in the Response or pursuant to these Procurement Process Conditions) or any other matter which it considers relevant to the conduct of the Procurement Process. The Respondent must cooperate with such investigations and provide all information and assistance reasonably requested by or on behalf of the Principal in connection with the investigation.

9. SHORTLISTING (NOT APPLICABLE)

- 9.1 **(Application of clause)** This clause 9 only applies in respect of an RFEOI.
- 9.2 **(Shortlisting)** The Principal intends, but is not bound, to create a shortlist of Respondents and invite tenders from the shortlisted Respondents.
- 9.3 **(No obligation)** The Principal is not bound to shortlist or invite a tender from any Respondent, including the Respondents with the highest scores against the Evaluation Criteria. The Principal may shortlist and invite tenders from as many or as few Respondents as the Principal sees fit and may choose not to shortlist any Responses or invite any tenders.
- 9.4 **(Local preference)** The Principal may shortlist an EOI that is from a Local Supplier in preference to comparable EOIs from Non-Local Suppliers even if the EOIs from the Non-Local Suppliers have been assessed as more favourable in terms of one or more Evaluation Criteria.
- 9.5 **(RFT)** A Respondent shall not be entitled to submit a tender unless and until the Principal expressly invites the Respondent to submit a tender in writing.
- 9.6 **(Unsuccessful Respondents)** Unsuccessful Respondents will be notified after the Procurement Process is concluded. The Principal may provide feedback to unsuccessful Respondents if requested to do so, but such feedback may be general in nature, will be limited to the Respondent's EOI only and may be postponed until after any related Request for Tender process is finalised.

10. ACCEPTANCE

- 10.1 **(Application of clause)** This clause 10 only applies in respect of an RFT.
- 10.2 **(Ability to accept)** The Principal is not bound to accept the Response with the lowest Price or the Response with the highest score against the Evaluation Criteria, or any Response. The Principal will, if it accepts a Response, accept the Response(s) which it reasonably believes are the most advantageous to it having regard to the Sound Contracting Principles and the requirements of the *Local Government Regulation 2012* (Qld) to the extent that they are applicable and relevant to the Procurement Process.
- 10.3 **(Local preference)** The Principal may accept a Response lodged by a Local Supplier in preference to comparable Responses from Non-Local Suppliers even if the Responses from the Non-Local Suppliers have been assessed as more favourable in terms of one or more Evaluation Criteria, so long as the overall differences are not substantial, and so long as it is clear that the Local Supplier can meet the Principal's requirements at an acceptable standard which is generally comparable to that of the Non-Local Suppliers. Local supplier will be allocated a % score according to Part 2, Item 5 in the Request for Tender summary document
- 10.4 **(Acceptance of more than one Response and acceptance of part of a Response)** The Principal may accept a Response in whole or in part. Without limiting this, where the Scope comprises distinct portions of works, goods or services, the Principal may accept a Response from one or more Respondents in relation to different portions of the works, goods or services as if those portions had been the subject of separate Procurement Processes.
- 10.5 **(No contract or appointment until formal acceptance)** Unless and until the Principal expressly notifies the Respondent in writing that the Respondent's Response (as amended by any post-Response negotiation, if any) has been successful or the parties execute a contract:

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- (a) no binding contract for the provision of any work, services and/or goods by the Respondent will exist between the parties; and
- (b) in respect of an RFT for appointment as a Pre-qualified Supplier or Preferred Supplier, the Respondent will not be considered to be appointed as a Pre-qualified Supplier or Preferred Supplier.

For clarity, a statement published by the Principal but not specifically notified to the Respondent (including a record of a council resolution) to the effect that a Response has been accepted or a contract has been awarded does not, of itself, constitute an acceptance of the Response or notice that the Response has been successful or constitute a rejection of any other Response.

- 10.6 **(Form of Contract)** Unless the RFT stated that the Respondent would not be required to enter into a contract until it is separately engaged by the Principal to provide works, goods or services, if a Response is accepted, the successful Respondent will be required to enter into a contract in the form of the Contract, as amended by agreement between the parties.
- 10.7 **(Unsuccessful Respondents)** Unsuccessful Respondents will be notified after a Response has been accepted. The Principal may, at its discretion, notify unsuccessful Respondents of the name of, and Price submitted by, the successful Respondent. The Principal may provide feedback to unsuccessful Respondents if requested to do so, but such feedback may be general in nature and will be limited to the Respondent's Response only.
- 10.8 **(Arrangement with other local governments)** The Respondent acknowledges that if, pursuant to the Procurement Process, the Respondent is selected to be a Preferred Supplier or Pre-qualified Supplier for goods and/or services then any Related Local Government may make a contract with the Respondent for the supply of those goods and/or services, as if that Related Local Government had itself selected the Respondent to be a Preferred Supplier or Pre-qualified Supplier of those goods and/or services.

11. DOCUMENTS AND INFORMATION

- 11.1 **(Ownership)** The Procurement Documents remain the property of the Principal. The Response will become the property of the Principal upon lodgement.
- 11.2 **(Intellectual Property Rights)** Intellectual Property Rights in documents and information provided on behalf of a party in connection with the Procurement Process remain, as between the parties, with the party on whose behalf they were provided. The Principal and the Respondent grant each other a perpetual, non-exclusive, royalty free licence to do the things contemplated by clause 11.9. The licence so granted by the Respondent is irrevocable. The licence granted by the Principal may be revoked at any time on the giving of written notice.
- 11.3 **(Warranty and representation)** The Respondent warrants and represents that:
 - (a) it owns or has a right to use the Intellectual Property Rights in its Response for the purpose of lodging a Response and undertaking the obligations which it will have under a contract with the Principal in the event that the Respondent's Response is accepted; and
 - (b) it has the right and authority to grant the licence in clause 11.2 and the Principal's exercise of the rights so granted will not infringe the Intellectual Property Rights of a third party.
- 11.4 **(Confidentiality)** Except to the extent otherwise provided in these Procurement Process Conditions, each party shall keep Confidential Information of the other party confidential. The Respondent must inform each of its Personnel and any other person to whom Confidential Information of the Principal is disclosed of the Respondent's obligations under this clause 11.4. Subject to clause 11.9(b), the Respondent must return any and all Confidential Information when requested to do so by the Principal.
- 11.5 **(Information Privacy Act)** If the Respondent collects or has access to 'Personal Information' as that term is defined in the *Information Privacy Act 2009* (Qld) in connection with the

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Procurement Process, the Respondent must comply with Parts 1 and 3 of Chapter 2 of that Act as if the Respondent was the Principal. The Principal collects and uses personal information and non-personal information in the Response so that it can properly conduct the Procurement Process and otherwise carry out its functions as a Local Government. The Principal is authorised to collect this information under the *Local Government Act 2009* (Qld) and the *Local Government Regulation 2012* (Qld) and other law. The information in the Respondent's Response will be accessible by employees of the Principal and third party personnel engaged to assist the Principal in conducting the Procurement Process or otherwise carrying out the functions of the Principal. Information in the Response may also be disclosed as required by the *Local Government Regulation 2012* (Qld) and the *Right to Information Act 2009* (Qld) as described below.

- 11.6 **(Local Government Regulation)** The *Local Government Regulation 2012* (Qld) provides that the Principal must, as soon as possible after entering into a contractual arrangement worth \$200,000 or more (exclusive of GST) publish relevant details of the contract (including the person with whom the Principal has entered into the contractual arrangement, the value of the contractual arrangement and the purpose of the contractual arrangement) on the Principal's website and display those details in a conspicuous place in the Principal's public office. The relevant details must be published or displayed in this manner for a period of at least 12 months.
- 11.7 The *Local Government Regulation 2012* (Qld) may also require the Principal to make documentation and information contained in, or provided by the Respondent in connection with, a Response (including documentation and information identified by the Respondent as confidential) publicly available where that documentation or information is:
- (a) discussed in a Local Government Meeting;
 - (b) included in a report or other document that:
 - (i) relates to an item on the agenda for a Local Government Meeting and is made available to Councillors or committee members for the purposes of the meeting;
 - (ii) is directly relevant to a matter considered or voted on at a Local Government Meeting; or
 - (iii) is presented at a Local Government Meeting for the consideration or information of the Local Government or committee; or
 - (c) otherwise required to be disclosed pursuant to a provision of the *Local Government Act 2009* (Qld) or the *Local Government Regulation 2012* (Qld).
- 11.8 **(Right to Information)** The *Right to Information Act 2009* (Qld) provides members of the public with a legally enforceable right to access documents held by Queensland Government agencies (including the Principal). The Act requires that documents be disclosed upon request, unless the documents are exempt or on balance, disclosure is contrary to public interest. Information or documentation contained in or provided by the Respondent in connection with a Response is potentially subject to disclosure to third parties, including documentation and information identified by the Respondent as confidential. Any application for disclosure will be assessed in accordance with the terms of the Act. Notwithstanding any other provision of the Procurement Documents or a Response, if a Response is accepted, the Principal may publish on a Queensland Government website or by any other means, contract information including:
- (a) the name and address of the Principal and the successful Respondent;
 - (b) a description of the goods and/or services to be provided or works to be carried out pursuant to the contract;
 - (c) the date of award of the contract (including the relevant stages if the contract involves more than one stage);
 - (d) the contract value (including the value for each stage if the contract involves more than one stage and advice as to whether any non-price criteria were used in the evaluation of Responses);

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- (e) the procurement method used; and
 - (f) for contracts with a value over \$10 million, the contract, or summary information in respect of the contract, between the Principal and the Respondent.
- 11.9 **(Use of documents and information)** Documents and information provided on behalf of a party to the other party in connection with the Procurement Process (including documentation and information identified by the Respondent as confidential) may be used, copied, modified or disclosed as required by any law and otherwise:
- (a) by the Principal, as the Principal considers to be reasonably necessary to:
 - (i) properly conduct the Procurement Process;
 - (ii) exercise the rights granted to it in these Procurement Process Conditions;
 - (iii) obtain legal, accounting or other professional advice in connection with the Response;
 - (iv) report any actual or suspected Improper Conduct to the appropriate Authority; and/or;
 - (v) to otherwise properly carry out its functions as a Local Government;
 - (b) by the Respondent, as is reasonably necessary to enable the Respondent to:
 - (i) prepare the Response;
 - (ii) obtain legal, accounting or other professional advice in connection with the Response; or
 - (iii) comply with the Respondent's corporate governance requirements.

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

- 11.10 **(Media)** The Respondent must not, either on its own account or in conjunction with other parties, issue any publication, advertisement, document, article or information whether verbal or written, in connection with the Procurement Process in any media without the prior approval of the Principal.

12. DEFINITIONS

- 12.1 **(Definitions)** In these Procurement Process Conditions, unless the context otherwise requires:
- (a) **Addenda and Addendum** means any communication issued to Respondents in accordance with these Procurement Process Conditions which is identified as an Addendum;
 - (b) **Alternative Response** means a Response which is otherwise a Conforming Response but which in the opinion of the Principal, contains significant alternatives, qualifications or amendments to or departures from the Contract or the Scope;
 - (c) **Authority** means a local government, the State of Queensland, the Commonwealth or other any Federal, State, or local government authority, administrative or judicial body or tribunal, department, commission, agency, government owned corporation, statutory body or instrumentality having jurisdiction over the project;

Procurement Process Conditions

- (d) **Business Day** means a day that is not a Saturday, Sunday or public holiday at Biloela;
- (e) **Claim** includes any claim, action, demand, proceeding, suit, defence or set-off, however arising including at law (including a breach of an express or implied term of contract), under statute, in equity, in tort (including for negligence), in quasi-contract, for unjust enrichment and to the extent permitted by law, pursuant to any other principle of law, in connection with the Procurement Process;
- (f) **Communication Closing Time** means the time identified in the General Information as the time by which communications by Respondents must be submitted;
- (g) **Communication Method** means submitting an enquiry through the website forum or sending an email to the email address nominated for communications by Respondents in the General Information;
- (h) **Complaints Manager** means the person identified in the General Information as the person to whom complaints regarding the Procurement Process should be directed;
- (i) **Confidential Information** means documents and information provided or made available by or on behalf of one party to the other party in connection with the Procurement Process which are of their nature confidential (including copies of such documents and information) but not including documents and information which are in the public domain other than through a breach of clause 11.4;
- (j) **Conforming Response** means a Response which, in the opinion of the Principal:
 - (i) is substantially in the form and contains substantially all of the documentation, information, acknowledgements, warranties, declarations and undertakings required by the Response Schedules;
 - (ii) contains no significant alternatives, qualifications or amendments to or departures from the Contract or the Scope; and
 - (iii) in respect of Tenders only, does not substantially exceed the Maximum Page Limit (if any);
- (k) **Contract** means:
 - (i) a contract which may be entered into between the Principal and a Respondent pursuant to an RFT and which will be in the form referenced in Part 4 – Contract of the RFT, as amended (if at all) by the express written agreement of the Principal; and
 - (ii) where an RFT is for appointment as a Preferred Supplier or Pre-qualified Supplier, also includes a contract which may be entered into during the term of the appointment unless the context requires otherwise;
- (l) **Councillor** has the same meaning as in the *Local Government Act 2009* (Qld);
- (m) **EOI (Expression of Interest) (not applicable)**
- (n) **Evaluation Criteria** means:
 - (i) for an RFT, the evaluation criteria (if any) set out in the General Information; and
- (o) **General Information** means Part 2 – General Information of the RFT (as the case may be);
- (p) **GST** has the same meaning as in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth);

Procurement Process Conditions

- (q) **Improper Conduct** means:
 - (i) engaging in any activity or obtaining any interest which results in or is likely to result in any actual, potential or perceived conflict between the interests of the Respondent and the Respondent's obligations to the Principal in connection with the Procurement Process;
 - (ii) engaging in misleading or deceptive conduct in connection with the Procurement Process;
 - (iii) engaging in any collusive tendering, anticompetitive conduct, or any other unlawful or unethical conduct with any other Respondent, or any other person in connection with the Procurement Process;
 - (iv) canvassing, attempting to improperly influence, offering any inducement to or accepting or inviting improper assistance from any Councillor or other Personnel (or former Personnel) of the Principal in connection with the Procurement Process;
 - (v) using any information improperly obtained, or obtained in breach of any obligation of confidentiality in preparing the Respondent's Response;
 - (vi) breaching any law in connection with the Procurement Process;
 - (vii) engaging in aggressive, threatening, abusive, offensive or other inappropriate behaviour or committing a criminal offence; or
 - (viii) engaging in conduct contrary to sections 199 and 200 of the *Local Government Act 2009* (Qld);
- (r) **Intellectual Property Rights** means copyright, patents and all rights in relation to inventions, registered and unregistered trademarks (including service marks), registered designs, circuit layouts and all other rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields;
- (s) **Late Response** means any Response that is not received in the Tender Box (or otherwise received by the Principal by an alternative method permitted under the Procurement Process Conditions) by the Response Closing Time;
- (t) **Local Government** has the same meaning as in the *Local Government Act 2009* (Qld);
- (u) **Local Government Meeting** has the same meaning as in the *Local Government Act 2009* (Qld);
- (v) **Local Supplier:**
 - (i) where the Principal's procurement policy provides a meaning of local supplier, has the meaning given in the Principal's procurement policy, a copy of which can be obtained from the Principal upon request; or
 - (ii) where the Principal does not have a procurement policy, or the procurement policy does not provide a meaning of local supplier, means a supplier that:
 - (A) is beneficially owned and operated by persons who are residents or ratepayers of the local government area of the Principal as determined under the *Local Government Regulation 2012* (Qld); or
 - (B) has its principal place of business within that local government area; or

Procurement Process Conditions

- (C) otherwise has a place of business within that local government area that solely or primarily employs persons who are residents or ratepayers of that local government area;
- (w) **Maximum Page Limit** means the number of pages which may be lodged as, with or in relation to the Response (including, unless otherwise indicated, all attachments, annexures, supplements, parts, schedules or appendices), which the General Information states a Response should not be longer than;
- (x) **Non-Conforming Response** means a Response which is not a Conforming Response or an Alternative Response;
- (y) **Non-Local Supplier** means a supplier (including a Respondent) that is not a Local Supplier;
- (z) **Personnel** includes the officers, employees, agents, representatives, contractors and consultants of a party and any other person or entity for whom that party is vicariously liable;
- (aa) **Preamble** means Part 1 – Preamble of the RFT;
- (bb) **Preferred Supplier** means a supplier that has been selected as a preferred supplier pursuant to section 233 of the *Local Government Regulation 2012* (Qld);
- (cc) **Pre-qualified Supplier** means a supplier that has been selected as a pre-qualified supplier pursuant to section 232 of the *Local Government Regulation 2012* (Qld);
- (dd) **Price** means:
 - (i) where the Procurement Process is for appointment as a Preferred Supplier or Pre-qualified Supplier, the rates, sums or prices stated in the Response;
 - (ii) otherwise, subject to clause 4.4, the total price stated in the Response;
- (ee) **Price Schedule** means a Response Schedule which provides a breakdown of the Price, and which may include rates, lump sums, prices, provisional sums, estimated quantities and other information;
- (ff) **Principal or Purchaser** means Banana Shire Council;
- (gg) **Procurement Documents** means:
 - (i) the RFT; and
 - (ii) any Addenda issued pursuant to these Procurement Process Conditions,and includes all documents included in or incorporated by reference into these documents;
- (hh) **Procurement Process** means the process by which the Principal intends to, or does, invite, assess and where applicable, accept or reject Responses in respect of the Scope;
- (ii) **Procurement Process Conditions** means these procurement process conditions;
- (jj) **Quotation** means a Response lodged by a Respondent in response to an RFQ and includes all documents and information lodged with or as part of the quotation;
- (kk) **Related Local Government** means a local government that has entered into an arrangement with the Principal, as contemplated in section 235(f) of the *Local Government Regulation 2012* (Qld), to the effect that the local government may make

Procurement Process Conditions

a contract with a supplier that has been selected by the Principal to be a Preferred Supplier or Pre-qualified Supplier of goods and/or services, as if that local government had itself selected that supplier to be a Preferred Supplier or Pre-qualified Supplier of those goods and/or services.

(ll) **Respondent** means:

- (i) any person who lodges a Response; and
- (ii) to the extent to which the term can apply to any other person who obtains a copy of any of the Procurement Documents during the Procurement Process, also includes such other persons,

and includes a Tenderer;

(mm) **Response** means, where these Procurement Process Conditions are incorporated into an:

- (i) RFT, a Tender;

(nn) **Response Closing Time** means the time identified in the General Information as the time by which Responses must be submitted as varied (if at all) pursuant to these Procurement Process Conditions;

(oo) **Response Form** means in respect of an:

- (i) RFT:
 - (A) the document identified as the tender form or the quotation form (as the case may be) in the Response Schedules; or
 - (B) otherwise where there is no document identified as the tender form or quotation form, any document (other than a Price Schedule) which states the total price offered by the Respondent in the Response;

(pp) **Response Schedules** means the schedules identified in Part 6 – Response Schedules of the RFT;

(qq) **Response Validity Period** means the period stated in the General Information as the time for which Responses are to be valid as extended (if at all) pursuant to clause 4.5;

(rr) **RFEOI (or Request for Expressions of Interest) -not applicable** means the request for expressions of interest issued by the Principal and all documents included in or incorporated by reference into it (including these Procurement Process Conditions and the Scope);

(ss) **RFQ (or Request for Quotation) – not applicable** means the request for quotations issued by the Principal and all documents included in or incorporated by reference into it (including these Procurement Process Conditions, the Contract and the Scope);

(tt) **RFT (or Request for Tender)** means the request for tenders issued by the Principal and all documents included in or incorporated by reference into it (including these Procurement Process Conditions, the Contract and the Scope);

(uu) **Scope** means the scope described in Part 4 – Scope of the RFEOI or Part 5 – Scope of the RFT and all documents incorporated into it (whether physically or by reference), and includes any amendments provided for in an Addendum;

(vv) **Sound Contracting Principles** has the meaning given in section 104(3) of the *Local Government Act 2009* (Qld);

Procurement Process Conditions

(ww) **Specified Loss** means:

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

(xx) **Tender** means a Response lodged by a Tenderer in response to an RFT and includes all documents and information lodged with or as part of the tender;

(yy) **Tender Box** means the website, email address or physical location at which the General Information states that Responses are to be submitted;

(zz) **Tenderer** means:

- (i) any person who lodges a Tender; and
- (ii) to the extent to which the term can apply to any other person who obtains a copy of any of the Procurement Documents during the Procurement Process, also includes such other persons,

and words or terms not defined in these Procurement Process Conditions but defined in a Contract have the same meaning as in the Contract, except where the context otherwise requires.

13. GENERAL PROVISIONS

13.1 **(Interpretation of Procurement Documents)** The Procurement Documents must be read and construed together and are intended to be mutually explanatory.

13.2 **(Joint and several obligations)** An obligation of two or more parties binds them jointly and each of them severally and an obligation incurred in favour of two or more parties is enforceable by them severally.

13.3 **(Headings)** Clause headings are for reference purposes only and must not be used in interpretation.

13.4 **(No limitation)** The words 'include', 'includes' and 'including' shall be read as if followed by 'without limitation'.

13.5 **(Grammatical Forms)** Where any word or phrase is given a defined meaning, any other part of speech or other grammatical form concerning the word or phrase has a corresponding meaning. Words importing the singular number include the plural number and words importing the plural number include the singular number.

13.6 **(Time)** References to time are to local time in Queensland. Where time is to be reckoned from a day or event, the day or the day of the event must be excluded. If any time period specified in the Procurement Documents expires on a day which is not a Business Day, the period will expire at the end of the next Business Day.

13.7 **(Discretion)** Unless expressly provided otherwise:

- (a) any right of the Principal pursuant to these Procurement Process Conditions may be exercised; and
- (b) any consent of the Principal required under these Procurement Process Conditions may be given, withheld or given subject to conditions,

Procurement Process Conditions

in the absolute discretion of the Principal without giving reasons and without reference to the Respondent unless, and then only to the extent that the Procurement Process Conditions provide otherwise.

13.8 **(Law)** A reference to 'law' includes:

- (a) legislation (including subordinate legislation), local laws, by-laws, orders, ordinances, awards, requirements and proclamations of an Authority having jurisdiction and any related fees and charges; and
- (b) certificates, licences, accreditations, clearances, authorisations, approvals, consents, and permits and any related fees and charges,

which are applicable to the Procurement Documents, the Procurement Process or the Contract or which are otherwise in force at any place where an obligation under the Contract is to be carried out.

13.9 **(Governing Law)** The Procurement Process is governed by the laws of Queensland and the Commonwealth of Australia which are in force in Queensland. The Principal and the Respondent submit to the jurisdiction of the Courts of Queensland, relevant Federal Courts and Courts competent to hear appeals from them.

13.10 **(Contra proferentem)** The *contra proferentem* rule and other rules of construction will not apply to disadvantage a party whether that party put the clause forward, was responsible for drafting all or part of it or would otherwise benefit from it.

13.11 **(Rights Cumulative)** The rights and remedies of the Principal and the Respondent provided in the Procurement Process Conditions are cumulative on each other and on any rights or remedies conferred at law or in equity.

13.12 **(Severance)** If a provision of the Procurement Process Conditions is void or unenforceable it must be severed and the provisions that are not void or unenforceable are unaffected by the severance.

13.13 **(No waiver)** No waiver by the Principal of a provision of these Procurement Process Conditions is binding unless made in writing.

13.14 **(Other references)** A reference to:

- (a) a person includes any other legal entity and a reference to a legal entity includes a person;
- (b) the Respondent or the Principal includes their respective heirs, executors, successors and permitted assigns;
- (c) writing includes any mode of representing or reproducing words in tangible and permanently visible form, and includes email and facsimile;
- (d) a monetary amount is a reference to an Australian currency amount; and
- (e) a measurement or quantity is a reference to an Australian legal unit of measurement as defined under the *National Measurement Act 1960* (Cth).



PART 5: SCOPE

Injune Road Drainage Stage 2A 2025-2026

CONTRACT NO.: T2526.08

1. INTERPRETATION AND DEFINITIONS

1.1 (Documents comprising this Scope) The Scope comprises the following documents:

- (a) General Specification
- (b) Technical Specification
- (c) Locality Map (Appendix A);
- (d) IFC Drawings (Appendix B); and
- (e) Pricing Schedule (Appendix C)
- (f) MRTS03 – (Appendix D)
- (g) MRS03 – (Appendix E)
- (h) Injune Road Cultural Heritage Report – (Appendix F)
- (i) Schedule 15 – Aboriginal Cultural Heritage Identification Report (Appendix G)
- (j) Environmental Management Plan – Injune Road CH49680 – CH67100 (Appendix H)
- (k) Environmental Site-Specific Induction – (Appendix I)

1.2.1 (Precedence) If there is any ambiguity, inconsistency, conflict or discrepancy between any of the documents listed in clause 1.1, then the document which contains the higher standard or more onerous obligation will prevail. If that does not resolve the ambiguity, inconsistency, conflict or discrepancy then the documents will take precedence in the order set out in clause 1.1 with the document listed at **Error! Reference source not found.** being the highest in the order.

2. APPROVALS AND OTHER LAW

2.1 (Identifying, obtaining and maintaining Approvals) The Supplier must identify and notify the Principal of all Approvals which are necessary for the proper performance of the Services (other than Approvals which the Principal has advised the Supplier it has already obtained). The Supplier must obtain and maintain all such Approvals until all of the Supplier's other obligations under the Contract are complete. The cost of obtaining and maintaining all such Approvals shall be borne by the Supplier.

2.2 (Compliance) The Supplier must and must ensure that its Personnel comply with all Approvals and other law which are in anyway applicable to the Services, including, unless the Contract expressly provides otherwise, by paying all fees, royalties, levies, charges, costs, expenses, taxes or duties.

2.3 (Obtaining or granting of Approvals by Principal) The Principal gives no warranty and makes no representation that:

- (a) it will be able to obtain, or obtain within any particular time; or
- (b) where the Principal is the relevant Authority, that it will grant,

any Approval required for the Supplier to perform the Services.

2.4 (No fetter) Nothing in the Contract shall be taken to fetter the power, rights or authority of the Principal as the sublessor under the *Land Act 1994* (Qld) or an Authority under the *Local Government Act 2009* (Qld), the *Local Government Regulation 2012* (Qld) or any other law.

2.5 (Obligation to report breach) The Supplier must notify the Principal immediately if it becomes aware of or reasonably suspects in the course of carrying out its obligations under the Contract, that the Supplier has breached an obligation under clauses 2.1, 2.2 or 2.3. Unless otherwise directed by the Principal, the Supplier must take immediate steps to remedy such a breach at its expense.

3. PROCUREMENT SERVICES

3.1 Where the Services require the Supplier to manage, conduct or otherwise participate in a Procurement Process for the engagement of a contractor or other supplier by the Principal, then

the Supplier must, and must ensure that its Personnel, to the extent that it is within the control of the Supplier or its Personnel ensure that the procurement process is conducted consistently with:

- (a) the Principal's procurement policy;
- (b) the *Local Government Act 2009* (Qld) and the *Local Government Regulation 2012* (Qld);
- (c) the requirements of the request for tender or request for quotation documentation issued to tenderers;
- (d) any probity plan or evaluation plan implemented for the Procurement Process;
- (e) principles of probity; and
- (f) Good Industry Practice,

with a view to ensuring that the selected contractor or supplier is the most advantageous to the Principal having regard to the sound contracting principles in section 104 of the *Local Government Act 2009* (Qld).

4. PRINCIPAL SUPPLIED INFORMATION AND OTHER INVESTIGATIONS

4.1 **(Definitions)** In this clause “**Principal Supplied Information**” means any information relating to the Contract which 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 Supplier in any form, whether such information is made available before or after the date of the Contract.

4.2 **(Acknowledgement and agreement by Supplier)** The Supplier acknowledges and agrees that:

- (a) the Principal gives no warranty and makes no representation in respect of this Contract. Without limiting this, the Principal gives no warranty and makes no representation:
 - (i) that the Principal Supplied Information is accurate, adequate or complete; and
 - (ii) as to the physical condition, suitability or other characteristics of the Site;
- (b) the Supplier has not relied and will not rely on the Principal Supplied Information unless and until the Supplier has independently verified the adequacy, accuracy and completeness of that information;
- (c) the Supplier:
 - (i) has carefully, thoroughly and critically reviewed, examined, investigated, inspected and checked the Principal Supplied Information and the Site and undertaken all other necessary enquiries and investigations to satisfy itself of the suitability of the Site to enable the Supplier to comply with its obligations under this Contract and of any other logistical considerations, risks, contingencies and other circumstances which could have an effect on the cost of carrying out and completing Services or compliance with the Supplier's other obligations under the Contract;
 - (ii) the Supplier has made its own interpretations, deductions and conclusions from such enquiries and investigations and accepts full responsibility for those interpretations, deductions and conclusions; and
 - (iii) the Supplier, having undertaken those enquiries and investigations, accepts the risk of any inadequacy, inefficiency, deficiency or fault in the Site and that it can and will carry out and complete the Services in accordance with the

Contract and comply with its other obligations under the Contract for the Price (as adjusted pursuant to the Contract); and

- 4.3 **(No liability)** The Principal shall not be liable upon any Claim by the Supplier in connection with the Principal Supplied Information or the physical condition, suitability or other characteristics of the Site.

5. **SUPPLIER'S PERSONNEL**

- 5.1 **(Minimum Personnel levels)** The Supplier must ensure that at all times during the Term, the minimum number of each type of Personnel identified in the Contract perform the roles identified in the Contract for the periods indicated in the Contract (**Minimum Personnel Levels**). The Minimum Personnel Levels must be maintained notwithstanding any planned or unplanned absences, personal breaks, attendance at training or performance of other duties by any Personnel. Provision of the Minimum Personnel Levels does not relieve the Supplier of any obligation under the Contract. If further Personnel are required in addition to the Minimum Personnel Levels for the Supplier to comply with its obligations under the Contract, then the Supplier must provide such additional Personnel at its expense.

- 5.2 **(Further requirements on Personnel)** In addition to any other requirement in the Contract, the Supplier must ensure that its Personnel:

- (a) are familiar with and properly trained for their allocated role;
- (b) perform their allocated role competently and safely and where the role involves the operation of plant or equipment, in accordance with all manufacturer's recommendations;
- (c) do not either directly or indirectly cause any unreasonable nuisance or interference to the owners, tenants or occupiers of properties on or adjacent to the places where the Services are to be carried out (including Personnel of the Principal) or to the public generally;
- (d) are not affected by alcohol or drugs whilst performing any part of the Supplier's obligations under the Contract (other than prescription medication which does not affect the ability of the person to perform the relevant obligations under the Contract).

- 5.3 **(Police checks)** If the Principal directs the Supplier to obtain police checks then the Supplier must not permit any Personnel to perform any part of the Services or to have access to any of the Site unless and until 5 Business Days after the Supplier has given the Principal a written copy of a criminal history check produced by the Queensland Police Service for that person. If the criminal history check contains any entries, the Principal may, in its absolute discretion, notify the Supplier that the person is not permitted to perform the Services or may otherwise place conditions upon that person's role in performing the Services.

6. **MANAGEMENT PLAN**

- 6.1 **(Preparation)** The Supplier must, prior to commencing the Services, prepare and obtain the Principal's approval of a management plan or plans which addresses the following matters:

- (a) Workplace Health and Safety Management;
- (b) Environmental Management;
- (c) Erosion and Sediment Control;
- (d) Quality Management; and
- (e) Traffic Management.

If the Principal notifies the Supplier that all or part of the plan(s) is not suitable, the Supplier must at its cost amend and resubmit the relevant plan(s).

6.2 **(Updating)** The management plan must be updated as often as required to:

- (a) ensure that the Supplier continues to comply with the warranties and representations as to Supplier Documents given in the Contract;
- (b) address any deficiencies in the systems described in the plan of which the Supplier becomes aware; and
- (c) take into account any Variations or improvements in the Services.

A copy of a revised management plan must be submitted to the Principal for approval prior to implementation of it.

6.3 **(Compliance)** The Supplier must comply with the management plan at all times during the Term. Such compliance will not release or discharge the Supplier from any liability or obligation under the Contract.



GENERAL SPECIFICATION (STANDARD RISK)

Injune Road Drainage Stage 2A 2025-2026

CONTRACT NO: T2526.08

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1. THE SPECIFICATION

- 1.1 **(Documents comprising the specification)** 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;
 - (iv) Capricorn Municipal Development Guidelines;
 - (v) Department of Transport and Main Roads Specifications;
- 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

- 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;

- (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 (as the case may be);

3. CONTRACTOR’S GENERAL OBLIGATIONS, WARRANTIES AND REPRESENTATIONS

3.1 **(Ability)** 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 **(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.

3.3 **(Methodology)** 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 **(Equipment)** The Contractor warrants and represents that:

- (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 installed.

3.5 (Investigations) 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.

3.6 (Construction Plant) 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.

3.7 (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;
- (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

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 **(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.

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.

4.4 **(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:

- (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.

5. WORK BY OTHERS

- 5.1 **(Work by others)** The Work identified in Appendix A will be undertaken by others.
- 5.2 **(Obligation to cooperate)** The Contractor and its Personnel shall liaise, cooperate, and coordinate WUC with the Principal and any other Personnel of the Principal performing Work or services at the Site (including the Work identified in clause 5.1) so that, to the extent that it is within the control of the Contractor, WUC is coordinated and integrated with the Work and services performed by the Principal's Personnel. The Contractor must use all reasonable endeavours to avoid interference with, or disruption to, or delay to WUC, to the Work identified in clause 5.1, and to any other Work or services undertaken by the Principal's Personnel at the Site. The Contractor must keep the Superintendent informed on all matters involving such coordination.
- 5.3 **(No claim by Contractor)** Notwithstanding anything else in the Contract, the Principal shall not be liable upon any Claim (including a claim for delay costs under the General Conditions of Contract) arising as a consequence of any interference with, or disruption or delay to, WUC or any of the Contractor's obligations under this Contract, caused or contributed to by a contractor carrying out the Work identified in clause 5.1.

6. PRINCIPAL SUPPLIED MATERIALS (NOT APPLICABLE)

- 6.1 **(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.
- 6.2 **(Principal's obligation to provide)** The Principal must:
 - (a) deliver Principal Supplied Materials to the Site; or
 - (b) 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.
- 6.3 **(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.
- 6.4 **(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.
- 6.5 **(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.

- 6.6 **(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.
- 6.7 **(Ownership)** Principal Supplied Materials, other than destroyed, contaminated or altered material which is disposed of by the Contractor pursuant to clause 6.5 shall, notwithstanding anything else in this clause 6, remain the property of the Principal at all times.

7. APPROVALS AND OTHER LAW

- 7.1 **(Approvals obtained by the Principal)** The Principal has obtained the following Approvals:

- (a) Cultural Heritage Management Plan;
- (b) Environmental Management Plan;
- (c) Other Approvals.

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

- 7.2 **(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.

- 7.3 **(Final certificates)** The Contractor must:

- (a) obtain all final certificates; and
- (b) provide a list of all inspections and forms required for the final certificate before commencing any WUC.

- 7.4 **(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.

- 7.5 **(Obtaining or granting of Approvals by Principal)** The Principal gives no warranty and makes no representation that:

- (a) it will be able to obtain, or obtain within any particular time; or
- (b) where the Principal is the relevant Authority, that it will grant,

any Approvals required for the Contractor to perform WUC.

- 7.6 **(Timing)** The Contractor is deemed to have allowed a reasonable time in the Program for all required Approvals to be applied for and obtained.

- 7.7 **(No fetter)** Nothing in the Contract shall be taken to fetter the power, rights, or authority of the Principal as an Authority under the *Local Government Act 2009* (Qld), the *Local Government Regulation 2012* (Qld), or any other law.

8. SITE

- 8.1 **(Location)** The Site is identified in **Appendix A**.

General Specification



8.2 **(Requirements of access or possession)** The Contractor must provide the following documentation and information to the Superintendent. The documentation and information must be provided:

- (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	Not Applicable
(B)	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
(C)	Quality management plan	Clause 11.2 of this General Specification
(D)	Inspection and test plan	Clause 11.3 of this General Specification
(E)	Dilapidation survey	Clause 12.66 of this General Specification
(F)	Environmental management plan	Clause 16.2 of this General Specification
(G)	Erosion and sediment control plan	Clause 16.3 of this General Specification
(H)	Biosecurity risk management plan	Clause 18.2 of this General Specification
(I)	Cultural heritage plan	Clause Error! Reference source not found. 0.2 of this General Specification
(J)	Traffic management plan	Clause 211 of this General Specification
(K)	Compliance Plan	Not Applicable
(L)	IEO Plan	Not applicable
(M)	Security in the form required by the Contract	Clause 5 and Annexure Part A of the General Conditions of Contract
(N)	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
(O)	Evidence of insurance	Clause 19 of the General Conditions of Contract

(P)	Construction Methodology Statement	Annexure Part F of the General Conditions of Contract
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- 8.3 **(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).
- 8.4 **(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.
- 8.5 **(Site specific requirements)** The Contractor must comply with the following site requirements, and any reasonable requirements of the Principal in relation to the Contractor's access to or conduct on the Site:
- (a) The Contractor must ensure no damages occur to the site, including but not limited to the pavement, road furniture, batters.
 - (b) The Contractor shall follow and adhere to reasonable direction and instruction given by the superintendents representative, and endeavour to work in good faith with the superintendents representative undertaking constructions activities within councils project site.
- 8.6 **(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.
- 8.7 **(Unauthorised entry to site)** The Contractor must use all reasonable endeavours to prevent any unauthorised entry to the Site.
- 8.8 **(Security fencing)** The Contractor must supply, install, maintain, repair, and remove security fencing around the Site. The security fencing must:
- (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.
- 8.9 **(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.
- 8.10 **(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. Deliveries shall not hinder access to
- 8.11 **(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.

- 8.12 **(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.
- 8.13 **(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.
- 8.14 **(Connection to Principal's water infrastructure)** 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.
- 8.15 **(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.

- 8.16 **(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.
- 8.17 **(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; and
- (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.

9. PROGRAM

9.1 (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;
- (c) detail the Contract milestone dates, the commencement and completion dates of each trade, and/or sub-contract; and
- (d) 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.

9.2 (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.

9.3 (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.

9.4 (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:

- (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.

10. STAKEHOLDER MANAGEMENT

- 10.1 **(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.
- 10.2 **(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.
- 10.3 **(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.
- 10.4 **(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.

11. QUALITY MANAGEMENT SYSTEM

- 11.1 **(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.

11.2 **(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.

11.3 **(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;
- (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.

- 11.4 **(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.

- 11.5 **(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 (further details are listed in the Technical Specifications).

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.

12. REPORTS, MEETINGS AND RECORD KEEPING

- 12.1 **(Progress reports)** 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).

- 12.2 **(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
(a)	Pre-start meeting	Discussion of the requirements of the contract and answer any questions the contractor may have	Prior to commencement of WUC at the Site	Contractor Project Management / Supervision Staff

Item	Meeting description	Topics discussion	for	Time meetings	for	Required attendees
		regarding project/designs	the			

12.3 (Record of compliance) 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) Quality Records (including survey results confirming quantities and test and inspection results);
 - (ii) Site Safety and Environmental records.
 - (iii) As constructed survey.

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.

12.4 (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:

- (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 12,

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.

12.5 (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
(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.

- 12.6 **(Dilapidation survey)** 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 and the following areas:

- (a) Any stockpile/plant parking area
- (b) If project site office/compound location is created, the area used for this purpose.

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.

13. PAYMENT CLAIMS

- 13.1 **(Additional documentation)** 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) Evident of the completion of the works included in the claim being to the standard required by this contract (including copies of all compliance test results);
- (b) Surveyors reports (as applicable) to support the quantities listed in the claim; and
- (c) Full breakdown (as per the supplied day labour rates) of any variation claims, with a copy of the written instruction from the Principal for the undertaking of the additional works.

- 13.2 **(Particular items in Price Schedule)** Further to clause 3 of the General Conditions of Contract where an item is identified in the Price Schedule as:

- (a) a 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;
 - (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.

14. PRINCIPAL SUPPLIED INFORMATION

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

- (a) the following information or documents:
 - (i) MRTS03 – (Appendix D)
 - (ii) MRS03 – (Appendix E)
 - (iii) Injune Road Cultural Heritage Report – (Appendix F)
 - (iv) Schedule 15 – Aboriginal Cultural Heritage Identification Report (Appendix G)
 - (v) Environmental Management Plan – Injune Road CH49680 – CH67100 (Appendix H)
 - (vi) Environmental Site-Specific Induction – (Appendix I)
 - (vii) Schedule 15 – Aboriginal Cultural Heritage Report (Appendix J)
- (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.

14.2 **(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.

14.3 **(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.

15. SAFETY

15.1 **(Relationship to General Conditions of Contract)** The Contractor's attention is drawn to clause 12A of the General Conditions of Contract. Nothing in clause 15 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.

15.2 **(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:

- (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).

15.3 **(Storage)** 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 under this Contract.

15.4 **(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.

15.5 **(Electrical Safety)** 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.

16. ENVIRONMENTAL PROTECTION

- 16.1 **(Environmental protection)** The Contractor must, and must ensure that its Personnel, perform the Contractor's obligations in accordance with:
- (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.
- 16.2 **(Environmental Management Plan)** The Contractor must, within the time required by clause 8.2, 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.

- 16.3 **(Erosion and sediment control plan)** 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 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.

- 16.4 **(Protection of Fauna)** 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.

- 16.5 **(Protection of Flora)** 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.

17. WASTE MANAGEMENT

- 17.1 **(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).
- 17.2 **(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.
- 17.3 **(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.

18. BIOSECURITY MANAGEMENT

- 18.1 **(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).
- 18.2 **(Compliance with Legislative Requirements)** The Contractor must comply with its General Biosecurity Obligation under the *Biosecurity Act 2014* (Qld).
- 18.3 **(Movement of organic materials, machinery and equipment)** Without limiting subclause 22.2, the Contractor's General Biosecurity Obligation includes complying with the Contractor's Legislative Requirements relating to the movement of organic materials (such as, soil, hay, mulch, manure, quarry products, turf and potted plants) and machinery and equipment from the Fire Ant Biosecurity Zones (defined in the *Biosecurity Act 2014* (Qld)).
- 18.4 **(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.
- 18.5 **(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.

19. ASBESTOS

- 19.1 **(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.
- 19.2 **(Work to be done by certified removalist)** Such Work must be undertaken by a certified asbestos removalist.

- 19.3 **(Monitoring)** The Contractor must arrange for daily air monitoring and reporting during the asbestos removal process by an independent air monitoring consultant/hygienist.
- 19.4 **(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.

20. CULTURAL HERITAGE

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

- (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 8.2 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 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

21.1 **(Traffic management plan)** The Contractor must comply with the Principal's traffic management plan for WUC.

21.2 **(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.

21.3 **(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. HEAVY VEHICLE NATIONAL LAW

22.1 **(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.

22.2 **(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.

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

- (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.

22.4 **(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.

23. LABOUR HIRE

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).

24. WORK HEALTH AND SAFETY ACCREDITATION SCHEME

24.1 **(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.

24.2 **(Compliance)** The Contractor must comply with all conditions of the Scheme accreditation and the National Construction Code performance requirements in relation to building materials.

25. AS CONSTRUCTED DRAWINGS

25.1 **(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.

25.2 **(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).

26. PRACTICAL COMPLETION

26.1 **(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;

General Specification



- (ii) as constructed drawings which comply with clause 26;
- (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;

Appendix A – Work by others (Clause 5.1)



Council shall undertake earthworks & pavement construction activities onsite, outside of the drainage scope of works that form part of the WUC within this tender. The contractor awarded this tender is responsible for the pavement construction after backfill within the drainage lines

Appendix B – Principal Supplied Material (Clause 6.1)



n/a

Appendix C – Site (Clause 8.1)



Refer to locality map, Appendix A



TECHNICAL SPECIFICATION

Injune Road Drainage Stage 2A 2025-2026

CONTRACT NO.: T2526.08

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TECHNICAL SPECIFICATION

1. INTRODUCTION

Banana Shire is undertaking road rehabilitation of Injune Road, Baroondah (Approx 48.5km west of Taroom) in financial year 2025-2026. Banana Shire has undertaken a design to rehabilitate the road.

The works are funded by ROSI program

Banana Shire shall construct the new road pavement, table drains and new seal utilising internal crews. Banana Shire under this contract shall engage a contractor to complete the drainage package that shall form WUC.

The drainage package includes seven (7) drainage road crossings which consist of RCBC supply, install and associated works between CH:63000 & CH:66874. Drainage works are to be undertaken as per the design, specifications and pricing schedule supplied in Appendices of this document.

All work undertaken are to meet the requirements of the Department Transport & Main Roads Specifications (DTMR).

2. AVAILABLE INFORMATION

The following information is available to help with your understanding of existing and intended scope of this project:

- Locality Map (Appendix A);
- IFC Drawings (Appendix B); and
- Pricing Schedule (Appendix C)
- MRTS03 – (Appendix D)
- MRS03 – (Appendix E)
- Injune Road Cultural Heritage Report – (Appendix F)
- Schedule 15 – Aboriginal Cultural Heritage Identification Report (Appendix G)
- Environmental Management Plan – Injune Road CH49680 – CH67100 (Appendix H)
- Environmental Site-Specific Induction – (Appendix I)

The Contractor shall familiarise themselves as to the nature of the Site of the Works and of all matters and things relating to the Works, including but not limited to the nature of ground, slope stability, services and amenities, in ground services, condition of the sites, access to the sites and likely weather conditions.

3. SCOPE OF WORKS

The Works Under the Contract (WUC) are located within the boundaries of Banana Shire Council along Injune Road, Baroondah, approximately 48Km's west of Taroom as shown in the Locality Map Appendix A.

The scope of this project is for the drainage construction works is generally summarised below. Please refer to complete IFC drawings & noted standard drawings & relevant technical specifications for specific details.

- CH: 63036.398 - Construct RCBC as per drawing no. 1207(CU08)
- CH: 64598.238 - Construct RCBC as per drawing no. 1208 (CU09)
- CH: 64700.105 - Construct RCBC as per drawing no. 1209 (CU10)
- CH: 64835.352 - Construct RCBC as per drawing no. 1210 (CU11)
- CH: 65262.910 - Construct RCBC as per drawing no. 1211 (CU12)
- CH: 65734.906 - Construct RCBC as per drawing no. 1212 (CU13)
- CH: 66711.492 - Construct RCBC as per drawing no. 1213 (CU14)

1. Site establishment.
2. Traffic Management establishment
3. Environmental, erosion & sediment run-off control
4. Demolition & removal of existing structures
5. Excavation of drainage line, including base slab, rock protection & cut-off wall/end structure level. Excavation of free forming drains on outlet side.
6. Supply & install blinding concrete layer.
7. Supply & install of RCBC in accordance with TMR Specification (MRTS03 & MRS03)
8. Supply & install of RCBC end structures (Apron, Headwall, Cut-off slab, Wingwall) insitu DTMR Specification (MRTS03 & MRS03)
9. Bedding, fixing & backfilling against and over culvert structures
10. Granular pavement up to FSL level or a minimum 300mm above top of culvert structure, whichever is greater. Granular pavement to be completed with import type 2.3 gravel material, compacted in nominal 150mm layers in accordance with TMR specification (MRTS05 & MRS05)
11. Supply & placement of geofabric & D50/200mm rock to the nominated depth on the specified drawings.
12. Site cleanup, demobilisation.
13. Submission of as constructed quality documentation, as built drawings & survey.

More information regarding the scope of each of the projects is listed in the Appendices of this document.

The scope of the project may be increased or decreased due to budget requirements at any time. Council reserves the right to award any, all or none of the scheduled items in any combination.

Council reserves the right to remove any of the drainage lines from the scope of works with 7 days written notice to the Contractor. The contractor shall not be entitled to any compensation for the modification or reduction in the scope of works, excluding the supply of materials which shall become the exclusive property of Banana Shire Council.

- Banana Shire Council – Schedule 15 Example – Aboriginal Cultural Heritage Identification Report attached. Report notes that the area contains the presence of cultural heritage aspects by the traditional owners of the land (Iman). However, it is the responsibility of the contractor to ensure all cultural heritage legislative requirements are met on site.
- Establishment and disestablishment including cleaning up and making good, except to the extent that establishment and disestablishment are the subject of a separate specific work item in the Schedule of Rates

- Provision of all site facilities, except to the extent that the provision of any site facilities is the subject of a separate specific work item in the Schedule of Rates
- Provision of all labour, plant and equipment
- Provision of all supervisory and support staff
- Development, submission to Council for approval and Implementation of the following:
 - Construction Program (in a Critical Path Network format)
 - Quality Management Plan
 - Environmental Management Plan
 - Erosion and Sediment Control Plan
 - Workplace Health and Safety Plan
 - Traffic Management Plan
- All costs associated with the operation of the Contractor's Workplace Health and Safety obligations, Quality System, Environmental Management obligations, Traffic Management obligations, Community Liaison obligations, Public Utility Plant obligations, works programming, road maintenance obligations and all other supervisory and coordination functions, except to the extent that such obligations and functions are the subject of separate specific work items in the Schedule of Rates.
- The identification and creation of suitable stockpile/park-up locations for each site with approval for each site to be obtained from Council before commencing use. The contractor will be responsible (at no cost to Council) for obtaining any approvals required for the use of these locations, the implementation of any conditions of use listed on these approvals and the tidying/re-establishment of the sites to pre-use or better condition.
- Construction methodology to allow for mechanical excavation activity to take place at one single location at a time.
- The Contractor's construction & traffic management methodology shall make suitable allowance for traffic to flow in both directions during the period of construction. Council may be supportive of the construction of sidetracks where possible, location dependent. There is no guarantee that this shall be possible at any or all of the drainage locations. Consideration by the tenderer shall be given to the traffic management implementation to complete the works. Full road closure shall not be permitted by council on this project.
- Purchase and delivery of gravel (all gravel is to be manufactured and compliant with relevant Department of Transport and Main Roads standard)

- Supply, delivery and installation of Geosynthetics as per the requirements of the design for each site
- Purchase, supply delivery & associated testing requirements per lot (DTMR) of concrete – (Concrete is to meet the standards required of the design and the relevant TMR standard).
- Transportation of excavated material excluding any concrete or unsuitable or contaminated waste to designated stockpile/gravel pit located onsite between CH54600, or CH68000 or anywhere else within 10 kms of the above locations/chainages.
- Removal & disposal any waste, concrete or contaminated unsuitable material offsite and disposal at authorised facility.
- Any Setout survey required for construction using the Council supplied electronic design files
- Survey of works completed (eg. Before and after surveys to show excavation and embankment quantities and to confirm levels of each gravel layer)
- The contractor shall make suitable allowance for excavation of the drainage lines from the design FSL outlined in the site-specific drawings in Appendix B.
- Supply of As Constructed survey of the site
- Tidy up of site.
- Obtain all necessary approvals for water extraction (if required). The approval requires completion of paperwork for water extraction records.
- All costs associated with compliance testing requirements as per the requirements of DTMR and the Appendices of this document.
- Regular communication with the Council and its Superintendent throughout the Project
- All costs incurred by the Contractor in complying with Commonwealth and State legislation and Local Government By-laws
- All costs associated with the work with respect to security, interest, fees, charges, taxes, royalties, insurance and compensation.
- Cooperation and coordination, using “best for project” mindset.
- Provision of a weekly progress report, to be sent to the Superintendent every Friday. The information shall include progress from the previous weeks' works (including photographs), planned works for the next week, any issues affecting the contract delivery, adjusted monthly expenditure, safety statistics, audits (e.g., safety/environmental).
- Provision of Inspection Testing Plans (ITPs)/Lot Sheets for all the completed works.

- Provision of the Handover Data at Practical Completion - which includes as-constructed drawings, test results, photos, the register for the completed works etc.
- All overheads and profit, and
- All other expenses associated with the work not specifically listed above.

Tenderers are to note that Council, may at its sole and unfettered discretion, amend/modify the scope of works at any time during the contract.

If the scope of works is amended/modified, the Contractor is not entitled to any compensation.

4. Nature of Tender

This tender is to be considered a Lump Sum Contract under AS4000 – 1997. The submitted price shall be based on a Pricing Schedule (included in Appendix D of this document) and payment shall be made on the basis of:

- a unit rate for those Works Items which have a stated unit of measurement and a stated quantity; or
- a lump sum for those Works Items which do not have a stated unit of measurement and a stated quantity.

Unless stated otherwise in this Document, the Tender shall be for the whole of the Works specified in the Tender Documents and Notices to Contractor (if any) with all rates submitted fixed for the life of the contract.

5. LAPSING OF OFFER

Offers submitted under this tender shall remain valid for a period of three (3) months after the closing time and date and may be accepted by Council at any time before the expiry of that period unless otherwise notified, in writing, by Council.

6. TERM OF CONTRACT

The initial term of this Contract shall begin on the issuing of the Letter of Acceptance by Council.

All works related to this contract must be completed within **90 days after the contract award**.

If the Contractors business is sold or transferred to another entity the submission cannot be transferred and will be null and void.

7. APPOINTMENT OF THE PRINCIPAL CONTRACTOR

Upon the Date of the Letter of Acceptance of Tender:

- Council is deemed to have appointed the Contractor to be the Principal Contractor and the Contractor is deemed to have accepted the appointment.
- The Contractor, in respect of the work to be executed under the Contract, becomes responsible for the performance of the Principal Contractor's functions under the Act and under the Regulations and compliance standards in force under the Act.

- The Contractor's appointment as Principal Contractor must continue until the Contractor completes all of the work under the Contract unless sooner revoked by Council giving twenty one (21) days' notice in writing to the Contractor of its revocation or by Council taking over or terminating the Contract pursuant to any provision of the Contract or according to law.

8. WORKING HOURS

Allowable working hours for the contract shall be restricted to 6am to 6pm Monday to Friday and 6 am to 6 pm Saturday (excluding Public Holidays and the Christmas period 22 December 2025 to 10 January 2025). Works outside of these hours cannot be undertaken without approved from the Principal.

9. POSSESSION OF SITE

Possession of site is to be granted within 10 business days of acceptance of tender. Prior to being given possession of site by Council the Contractor must:

- a) Provide proof of all required insurances
- b) Submit and have approved by Council all Project Management Plans and the project schedule.

10. DEFECTS LIABILITY PERIOD

A Defects Liability Period of **twelve (12) months** will apply for all works completed under this contract.

11. BONDS/RETENTIONS

The following bond and retention requirements will be enforced as part of this project:

- **Bond** – a bond to the amount of 10% of the total project cost, in the form of a minimum 2 non-expiring bank guarantees (5% each), is to be submitted to Council ten (10) days before the issuing of Possession of Site. One guarantee will be returned on the issuing of practical completion (after the completion of a Project Completion inspection and the submission of all project documentation) with the remaining guarantee to be held by Council until the successful end of the Defects Liability Period

OR

- **Retention** – Alternatively a retention amount of 10% can be removed from each claim until the maximum 5% of each project is reached. This money will be held by Council for the Defect Liability Period and the Contractor can claim for each project on the successful completion of the Defects Liability Period for each.

12. PRICING

All prices are to be quoted as GST excl. and cover all costs associated with the performance of the service. **Prices are to be fixed and guaranteed for the duration of the contract.**

13. LODGEMENT OF CLAIMS

Progress Claims are to be submitted by the Contractor each month. A further two (2) progress claims can be made during the project at the following times if required:

- Once upon the issue of the certificate of Practical Completion; and
- Once upon the issue of Final Certification

Progress claims are to be made via the following process:

- A spreadsheet listing the quantity of works completed for the month along with the associated quality records (including supporting documentation for the quantities listed) is to be submitted to Council no later than the 21st of each month
- Council will then assess this information
- Council will forward a request for an invoice to be submitted for the approved claim amount by the Contractor
- Payment of the invoice will be made through Council's payment procedures on receipt of the invoice

All progress claim amounts/quantities (including any variations) are subject to approval by Council before payment is agreed.

Banana Shire Council will not have any obligation to pay the respondent for Goods until the Authorised Officer has been given a correctly rendered invoice.

A correctly rendered invoice must:

- Specify details of order in sufficient detail to enable Authorised Officer to assess; and
- Specify BSC Order number and Tender number; and
- Specify the respondent's Invoice number and Invoice date; and
- Specify the Contract Price payable by BSC and particulars of any GST payable in respect of the Contract Price; and
- Otherwise comply with the requirements of a Tax Invoice for the purposes of the GST Act.

14. PROJECT VARIATIONS

Council may, by written notice given to the Contractor, require the Contractor to vary the Works in nature, scope (extent and quantity) or timing.

The Contractor may be directed to:

- Increase, decrease or omit any part of the Works and / or
- Perform additional work.

Where the contractor is given a direction to vary the work under the contract which is not expressly identified in writing as a variation, the contractor must promptly, and where

practicable before complying with the direction, give the Council Representative a written notice which identifies the direction and states that the contractor considers that the direction involves a variation. The approved variation number should be noted on the Invoice and be itemised.

All project variations must be approved by Council before a claim can be made. The Contractor is to include a breakdown of the proposed cost of any variation (based on the day labour rates submitted as part of this tender) as part of any variation submission. The contractor shall not be entitled to any variations relating to the cultural heritage monitoring associated with this project.

15. ACCURACY OF SUPPLIED INFORMATION

For a Work Item, listed in the Pricing Schedule Appendix E, as Provisional quantity and/or Provisional Item, no limits of accuracy are specified.

For all other Work Items, the limits of accuracy shall be plus 10% or minus 10% unless otherwise approved by Council.

16. LOCAL INDUSTRY PARTICIPATION REPORTING

The contractor must provide a report to accompany each payment claim, which must describe the local industry participation achieved since the previous payment claims, and the cumulative totals to date. The minimum information to be included must be:

- Name of the Local Suppliers / Contractors;
- Contact details for Suppliers/ Contractors (Name and telephonic contact will suffice);
- Nature of work completed by specific supplier/contractor;
- Value of Work Completed / Services Provided; and
- Estimated Labour hours completed (where applicable).

17. DIMENSIONS AND LEVELS

The Contractor must not rely on dimensions and levels provided by the Principal and must obtain or check all measurements before commencing the Works. The Contractor shall verify details of existing work before modifying it. Any discrepancies must be reported to the Superintendent immediately.

Specific (spot) levels shown on drawings take precedence over contour lines and ground profile lines.

18. SURVEY

Standard AHD and Geocentric Datum of Australia (GDA94) is the basis of all levels and coordinates associated with the Works unless stated otherwise.

The contractor is responsible for setting out of the Works from the design or project scopes and a qualified Surveyor is to be engaged to undertake the set out (if applicable).

A qualified surveyor is also required to confirm design conformance at each level of construction.

19. MATERIAL, PLANT & EQUIPMENT AND LABOUR

All materials used in the works under contract (WUC) are to be the best of their respective kinds and in accordance with the current specifications of the Standards Association of Australia for those particular materials where such specifications are applicable and do not otherwise conflict with an express requirement of this Contract. If there is no relevant Australian Standard, the British Standard Specification if any, will apply.

The Superintendent may require samples of any or all materials to be submitted for its approval before their use. Whether the Superintendent has called for samples or not, all materials used in the WUC are subject to the Superintendent's written approval: -

- a) the Contractor may request the Superintendent to direct that alternative materials or equipment be substituted; and
- b) the Superintendent may, if the Superintendent is of the opinion that the characteristics of type, quality, appearance, finish, method of construction and/or performance are not less than is required by the Contract, direct a variation for the convenience of the Contractor allowing the substitution.

The Contractor shall provide all materials, plant, personnel and other items of work necessary for the proper completion of WUC or the compliance by the Contractor with any of its other obligations under the Contract, (including items which are not expressly mentioned in the Contract but which are obviously and indispensably necessary for the proper completion of such work or the compliance of the Contractor with its other obligations under the Contract);

All plant and equipment shall be appropriately licenced/registered and worthy for use in accordance with current legislative requirements and manufacturer's specifications.

All work shall be carried out by suitably qualified persons having experience in the particular types of work to be executed.

20. CONSTRUCTION SPECIFICATIONS

Where there is no specific reference made to a works specification the Department of Transport and Main Roads standards and specifications will apply. Copies of DTMR Specifications included in the tender document however it is the responsibility of the tender to source the most current and relevant DTMR specification documents in relation to the scope of works.

Work item references in Appendix C (BOQ) shall make all allowance for all work operations under the relevant work item listed in the DTMR specifications, including the MRS documentation including but not limited to the appendix listed below.

- MRTS03 – (Appendix D)
- MRS03 – (Appendix E)

21. TRAVEL TO AND FROM SITE

The Contractor is responsible for any costs related to daily travel to and from the site including vehicle, plant, fuel, maintenance, accommodation and any other costs.

22. ENVIRONMENTAL MANAGEMENT

All works shall be carried out in strict accordance with the requirements of the Environmental Protection Act and Regulations 1994 and of any other duly constituted public authority wherein the work is done. The Contractor must prepare and submit for approval an Environmental

Management Plan that meets these requirements a minimum ten (10) working days before the commencement of construction.

The contractor is to familiarise themselves with Appendix H, Environmental Management plan and ensure WUC are undertaken in compliance with the document.

The contractor is required to have any staff and sub-contractor working on their behalf sign and comply with the site-specific Environmental Site-Specific Induction – Injune Road Drainage Stage 2A (Appendix – I). Work cannot proceed unless all staff & subcontractors working onsite on the project have signed on to this document.

Content of the Environmental Management Plan

The Environmental Management Plan (EMP) must:

- Be a practical and achievable plan
- Detail all known possible environmental issues and likely impacts and address the required preventative actions
- Include all control measures which the Contractor will undertake and any issues which the Contractor will address during the construction process (including any required pre or post construction activity)
- Detail who is responsible for ensuring the control measures are undertaken, the verification of such actions and the reporting process
- Provide a trigger for undertaking an action and, where possible, timing of each action
- Detail procedures for the monitoring of the Environmental Management Plan by the Contractor
- Detail a system for registration and action of environmental incidents and complaints
- Comply with all the relevant legislation.

The Contractor must be solely responsible for the full and complete implementation of the EMP. The Contractor must pay all penalties, costs and expenses which may be incurred in respect of offences committed or alleged to be committed under the provisions of the Environmental Protection Legislation. The EMP must comply fully with guidelines produced by the Environmental Protection Agency and must include at least the following:

- Hours of work
- Noise
- Dust
- Access
- Vegetation relocation (if required)
- Storage of fuel and other hazardous goods
- Fuelling and maintenance of vehicles and equipment
- Disposal of waste (including asbestos, fuel, oil, chemicals and sewage)
- Water quality and surface water runoff
- Contaminated water
- Sedimentation and erosion control
- Handling and reporting environmental incidents.

23. MOBILISATION AND DEMOBILISATION

The Contractor shall include the following during the site establishment: -

- Sanitary facilities, shelters, storage facilities which are required for the Contractor's establishment on the Site and execution of the work under the Contract.
- Provision of all services for construction purposes as required.
- Maintenance and security of site facilities; and
- Mobilisation and demobilisation of all site facilities.

The Contractor shall be responsible for the security of the Contractor's Work Area and of construction plant and materials. Work sites shall be free from rubbish, waste materials and refuse of any description at all times. Disestablishment shall include removal of all surplus materials, rubbish, waste materials and refuse of any description from the work site and from all construction or storage areas.

24. EXISTING SERVICES

The Contractor is to undertake "Before You Dig Australia" (BYDA) for all operations.

The Contractor shall make enquires to all authorities to determine the locations of services and shall exercise care in not disturbing these services during the execution of the works.

The location and size of services shown on the drawings should be considered approximate only. Confirmation shall be made on site with the assistance of authorities where possible.

The Contractor shall be responsible for the rectification of any services damaged or interfered with on the Work Site or during activities directly associated with the Works during the Works. Rectification shall include details such as bedding and overlays of granular materials.

Should conflicts occur with services, the Contractor shall arrange to divert or relocate as required by the Superintendent.

Should conflicts occur with service mains, the Contractor shall notify the Superintendent promptly in writing and shall arrange to have the service relocated/diverted by the appropriate authority.

25. TEMPORARY SERVICES

The Contractor shall provide and maintain temporary services necessary for the execution of the work under the Contract, install such services in accordance with the requirements of the relevant authorities and pay charges in connection with the installation and use of such services. Unless there is a specific reference to the provision of temporary services in the contract scope of works, the cost of providing temporary services shall be considered as being included in the cost of the scope of works, unless otherwise agreed in writing by the Superintendent.

Such services shall be made available to Sub-contractors. On completion, the Contractor shall disconnect temporary services and clear away all traces.

Temporary Services includes detours and side-tracks etc.

26. INSPECTIONS, MONITORING AND COMPLIANCE TESTING

The Contractor shall be responsible for the quality of all products and services supplied under the Contract, and provide all necessary facilities and resources to perform the inspection and tests required to achieve the specified quality.

The Contractor's Quality Assurance System (QAS) shall clearly identify and details the contract requirements for inspections, monitoring and compliance testing.

Prior to the commencement of any services/works, the Contractor shall prepare and submit to the Superintendent or Superintendent's Representation for approval, an Inspection Test Plan (ITP) prepared in accordance the requirements of the tender specification and the requirements of the DTMR specifications.

The Contractor shall, for the duration of the Contract carry out inspections, monitoring and testing in accordance with the approved ITP, Quality Assurance System and the technical specification.

Inspections

When the Contractor is required to give notice to the Superintendent for inspections in accordance with the specification, the Contractor should arrange to have a representative freely available for consultation during the inspection. The Contractor should also supply all equipment and labour requested by the Superintendent to check any dimensions, levels, bearings or build quality relating to the works.

The Contractor shall be liable for any costs relating to additional inspections required because of the Contractor not being ready.

Inspections are to be timed to minimise the number of times that the Superintendent is required to travel to site.

Random audit type inspections of the works may be undertaken by the Superintendent, Bananas Shire WHS team, or Superintendents representative at any time.

Hold Points

A Hold Point is defined as a position in the progress of the Contractor's Activities, beyond which further work shall not proceed without mandatory verification by the Contractors Quality Assurance Representative (QAR) and the Superintendent. If the Contractor proceeds beyond this point without the Hold Point's being observed, the Superintendent may direct the Contractor to halt the work and to remove any materials from the Site.

Mandatory Hold Points shall apply prior to commencement of designated work lots or work items. Mandatory Hold Points shall be verified by the Superintendent. The Contractor's Quality System shall include at least the following Hold Points. Those marked "Mandatory" shall be Mandatory Hold Points.

Survey Setout	MANDATORY HOLD POINT
Excavation completion	MANDATORY HOLD POINT
Formwork/Pre-Pour Inspection Base Slab/End Structures	MANDATORY HOLD POINT
Concrete Supply Base Slab/End Structures	MANDATORY HOLD POINT

RCBC (Any precast unit) Supply/Pre-Install inspection for damages	MANDATORY HOLD POINT
Gravel Supply/Pre backfill/Rock protection placement	MANDATORY HOLD POINT

The Superintendent may direct the Contractor to insert additional Hold Points (including Mandatory Hold Points) in the Contractor's Inspection and Test Plans. The Superintendent may direct that any Mandatory Hold Point indicated in the Contractor's Inspection and Test Plans shall not be a Mandatory Hold Point.

Witness Points

A Witness Point is defined as a position in the progress of the Contractor's Activities, where the Contractor must notify its QA Officer and the Superintendent prior to proceeding and the option for attendance for witnessing of inspection and test may be exercised. If any do not attend, then work may nevertheless proceed, unless otherwise instructed.

Proceeding beyond a Hold Point or Witness Point

The Contractor shall give the Superintendent not less than two (2) working days' notice of its intention to proceed beyond a Hold Point.

The Contractor shall give the Superintendent not less than one (1) working days' notice of its intention to proceed beyond a Witness Point.

The Contractor shall ensure that all work lots or work items affected by the lot or item in question are conforming; and that all Conformance Reports for all work lots or work items affected by the lot or item in question have been made available to the Superintendent at least 6 working hours prior to the time the Contractor intends to proceed with the lot or item in question, thus ensuring that defective work are not built-in.

Test results shall be provided with the monthly report. Processing of monthly progress payments by the Principal may be delayed if monthly reporting information is not provided by the Contractor.

In the event of any non-conformance to the requirements of the Specification, the Contractor shall immediately advise the Superintendent the details of such non-conformance, including location in the Works, and the proposed remedial actions.

Compliance Testing

Compliance testing shall be carried out for each lot or item. The Contractor shall perform all compliance and testing in accordance with the minimum testing requirements to ensure that the works comply with the standards and requirements of the Contract.

Compliance testing shall be at the Contractor's expense and deemed to be included in the Contract Sum.

The Superintendent will have the right to be present at, or have a representative present at all tests, at the time of taking of samples and specimens and at the time of preparation of material for testing. The Superintendent may reject the results of tests carried out without reasonable notice to him and may direct that such tests will be repeated at the Contractor's expense.

The Contractor shall give sufficient notice to the Superintendent to enable any materials or workmanship to be examined prior to incorporation into the finalised Works and must give sufficient notice to the Superintendent to enable sighting of any test results required by the contract or ordering of any test results prior to incorporation of materials or workmanship into the finalised Works.

Tests undertaken throughout the duration of the Contract must be submitted to the Superintendent not more than two (2) Business Days following the date of testing. In the event that test results indicate non-compliance with quality targets, notification of non-compliances is to be notified to the Superintendent within not more than 24 hours of the time of the test.

The Contractor shall prepare and submit all necessary documentation and records as verification that installation, testing and commissioning has been successfully completed.

The Contractor is to provide, free of charge, any materials, labour, compressed air and equipment that may be necessary to carry out all testing required.

In addition to any test result provided during the month, all test results shall be provided and presented in an orderly and organised manner with the Contractor's monthly report. Processing of monthly progress payments by the Principal may be delayed if monthly reporting information is not provided by the Contractor or provided in an unsatisfactory manner.

In the event of any non-conformance to the requirements of the Specification, the Contractor shall make available to the Superintendent, a Non-Conformance Report (NCR) that details the non-conformance, including location in the works, and the proposed remedial actions. If any portion of the work fails to reach the specified testing requirements, that portion of the works so affected will be re-tested after rectification by the Contractor at the Contractor's expense.

A NATA-registered laboratory certified for the tests specified shall be engaged to undertake all compliance testing.

The location of each density test shall be chosen by a method of random stratified sampling and the relative compaction shall be determined by Test Method. Reporting and correction for oversize material is mandatory as part of the test. The density index of non-cohesive materials shall be determined using Test Methods in accordance with AS1289.

In circumstances where the Superintendent requests additional tests in excess of the approved testing schedule/plan and where the results of the tests comply with the requirements of the Specification, the Contractor may request The Principal to reimburse the costs of the tests. The Contractor must provide evidence of the testing costs. The Principal shall not be responsible for costs relating to test results that do not meet the requirements of the Specification.

27. ADDITIONAL WORKS

Should during the course of the inspection of sites (for the generation of a seal design) of during construction the Contractor identify complementary works outside the scope of the project they believe would be beneficial to Council, the contractor is to advise the Superintendent of these observations. Contractors must provide an offer for the complementary scope as detailed on the Pricing Worksheet. Council will evaluate the offers for the complementary scope and determine if any will be included in the contract scope for award.

Council reserves the right to accept or reject any tender offer for complementary/betterment scope.

28. CULTURAL HERITAGE

Banana Shire has undertaken investigation into the impact of cultural heritage including the WUC to be included in this program of works. Council provides the tenderer the Injune Road Cultural Heritage Report – (Appendix F) for their reference to relevant legal requirements.

Banana Shire cover the costs associated with engagement of cultural heritage supervision and monitoring for WUC. Council shall cover the suitable engagement of the Cultural Heritage Parties (Aboriginal Corporation) outlined in section 2.2.3 of Appendix F to undertake cultural heritage monitoring. For the time spent onsite by the cultural heritage parties, the costs shall be covered by council directly. The contractor is required to undertake the co-ordination of cultural heritage monitors being onsite to facilitate the excavation component of the works. The contractor shall incur all responsibility for the co-ordination of the cultural heritage parties and council shall not be liable for any costs associated with delays related to cultural heritage monitoring including but not limited to co-ordination of monitor staff onsite. Cultural heritage monitoring shall be onsite for a maximum of 6 hours, typically between 7AM till 1PM.

The contractor is aware that the construction methodology shall allow for mechanical excavation activity to take place at the maximum of one single location at a time due to cultural heritage monitoring

Excavation to be undertaken under the supervision of monitoring as outlined in the cultural heritage management plan requirements. The report identifies supervision shall be required for construction activities causing surface disturbance. Excavation required for WUC may need to be undertaken in a manner that prevents cultural heritage damage. The contractor shall make suitable arrangements for the excavation activity to be complete under cultural heritage monitoring. The tender shall comply with any direction given by the registered aboriginal party and/or cultural heritage supervision monitoring officer including ceasing excavation activity where required further investigation.

29. SALVAGED MATERIALS

Unless otherwise stated, all materials, plant equipment, fixtures and other items salvaged from the Site of the Works shall be the property of the Principal and shall not be removed from the site without the prior approval of the Superintendent. The Superintendent is to be immediately consulted when any find is made that is considered of relevant heritage value.

The Contractor is to obtain written approval from the Superintendent prior to removal from site of any material or material which is or may be suitable for use as fill on the site.

Material which is unsuitable for re-use should be transported and dumped in an approved dump area.

Approval for dumping of materials, not otherwise designated, should be obtained from the Superintendent.

Council operates a spoil permit system where residents can request approval to access spoil material. Disposal of spoil material to local residents is as by written direction and approval of the Superintendent. In these circumstances, The Contractor must be a willing participant in assisting with the management of this system.

30. COMMUNITY LIAISON

The Contractor must make available a 24 hour contact number to respond to all community queries, concerns, issues or the like during the construction period. These contact details must

be provided to Banana Shire Council (a customer services and after hours telephone number shall be provided at site handover) at the commencement of works as well as being displayed prominently on site and at the Contractor's site office.

The Contractor must appoint a representative to act as the primary contact for all enquiries during the construction period.

All costs incurred by the Contractor for liaison with the community are deemed to be included within other items of the schedule.

Notifications of the commencement date, scope and duration of the works will be sent out by Council before the commencement of construction based on the information supplied by the successful Contractor.

31. IMPACT ON NEIGHBOURING PROPERTIES

In performing the work under the Contract, the Contractor must not enter or permit its constructional plant and equipment (including that of any subcontractor) to enter land adjoining the Project Site without first obtaining the written approval of the land occupier and the landowner (where these are not the same person/company).

The Contractor must submit a copy of this written approval to Council's Representative upon request. The Contractor must, by the action of the entering on to the neighbouring land, be deemed to have indemnified Council against any claims which may arise from such entry or subsequent operations on the land. Upon completion of work on neighbouring land, the Contractor must forward to Council's Representative a statement signed by the landowner and occupier to the effect that the landowner and occupier are satisfied that any damage to the land which may have arisen from the Contractor's operations has been adequately repaired or otherwise compensated by the Contractor. All costs associated with work on private land must be borne by the Contractor.

This clause also applies to any property that may be impacted on by the works (if not neighbouring to the Project Site) and includes properties along the haulage route or routes that the construction work vehicles travel along during the works.

APPENDICIES

A. LOCALITY MAP

B. IFC DRAWINGS

C. PRICING SCHEDULE

D. MRTS03

E. MRS03

F. INJUNE ROAD CULTURAL HERITAGE REPORT

G. SCHEDULE 15 – ABORIGINAL CULTURAL HERITAGE IDENTIFICATION REPORT

H. ENVIRONMENTAL MANAGEMENT PLAN – INJUNE ROAD CH49680 – CH67100

I. ENVIRONMENTAL SITE-SPECIFIC INDUCTION