



PART 1 & 2: REQUEST FOR TENDER

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DAWSON DON DEE RIVER CATCHMENT FLOOD STUDY

CONTRACT NO: T2526.17

# Request for Tender

PART 1 – PREAMBLE				
<p>Banana Shire Council invites tender submissions from suitably qualified tenderers to undertake a flood study of the Dawson River catchment as described in 'Dawson Don Dee River Catchment Flood Study – Technical Brief'.</p> <p>More details information is included under Part 5 – Scope, which will cover the general specification, technical brief, hydrological assessment report and pricing schedule.</p> <p>All works related to this contract must be completed by <b>the 30<sup>th</sup> of May 2026</b>.</p>				
PART 2 – GENERAL INFORMATION				
1. Contract details:	<b>T2526.17 Dawson Don Dee River Catchment Flood Study</b>			
2. Communications by Tenderers:	Communications regarding the Procurement Process must be submitted to <a href="mailto:tenders@banana.qld.gov.au">tenders@banana.qld.gov.au</a> no later than 5 calendar days prior to the time stated in Item 4			
3. Briefing or site inspection:	Details	Maximum attendees	Mandatory	RSVP
	<p>Tender Briefing, to be held on the 10<sup>th</sup> of September 2025, at 9.00 am.</p> <p>62 Valentine Plains Road, Biloela, QLD 4715</p> <p>A Teams meeting link will be made available for those who cannot attend in person.</p>	N/A	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<p>RSVP to <a href="mailto:tenders@banana.qld.gov.au">tenders@banana.qld.gov.au</a> the 9<sup>th</sup> of September 2025 at 11:00 am</p>
4. Submission of Tender:	<p>Tenders must be submitted electronically only at <a href="mailto:tenders@banana.qld.gov.au">tenders@banana.qld.gov.au</a> or VendorPanel by no later than the 3<sup>rd</sup> of October 2025 at 11:00 am</p> <p><b>Note// Adequate time must be allowed for the Tender and all supporting documents to be uploaded or received by this time.</b></p>			
5. Evaluation Criteria:	Evaluation Criteria			Weighting (%) (Optional)
	Price			40
	Previous Experience			20
	Technical Skills			15
	Resources / Availability			15
	Local Content			10
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 the Procurement Process to be directed to: <a href="mailto:tenders@banana.qld.gov.au">tenders@banana.qld.gov.au</a>			
PART 3 – PROCUREMENT PROCESS CONDITIONS				
The Procurement Process is governed by the Local Government Act (2009), Local Government Regulation (2012) and the current Council's Procurement Policy.				

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 **T2526.17 Dawson Don Dee River Catchment Flood Study – Procurement Process Conditions**

#### **PART 4 – CONTRACT**

The contract shall be substantially in the form attached to or provided with this Request for Tender and identified as **T2526.17 Dawson Don Dee River Catchment Flood Study - Contract**

Tenderer must look at any departures from contract terms and include them in the Response Schedule (Schedule K: Statement of Departure).

Also, Local Buy Arrangement can be used at the Council's sole discretion.

#### **PART 5 – SCOPE**

The Scope is described in the document(s) attached to or provided with this Request for Tender and identified as **T2526.17 Dawson Don Dee River Catchment Flood Study - Scope**.

- General Specification
- Technical Brief
- Hydrological Assessment Report
- Pricing Schedule

#### **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 **T2526.17 Dawson Don Dee River Catchment Flood Study - Response Schedule**.



## PART 3: PROCUREMENT PROCESS CONDITIONS

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DAWSON DON DEE RIVER CATCHMENT FLOOD STUDY

CONTRACT NO: T2526.17

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# Procurement Process Conditions

## 1. GENERAL

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- 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.

## Procurement Process Conditions

The complaint must be made in writing to the Complaints Manager and must contain adequate detail to allow the Complaints Manager to properly investigate the complaint.

- 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. COMMUNICATIONS DURING PROCUREMENT PROCESS

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- 2.1 **(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.
- 2.2 **(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.
- 2.3 **(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.
- 2.4 **(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.
- 2.5 **(Communication Closing Time)** The Principal will not respond to any request for information received after the Communication Closing Time.

## 3. THE RESPONSE

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- 3.1 **(Application of clause)** This clause 3 only applies in respect of a RFT.
- 3.2 **(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.
- 3.3 **(Price)** The Price must be submitted exclusive of GST and in Australian dollars.
- 3.4 **(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:

## Procurement Process Conditions

- (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.
- 3.5 **(Response Validity Period)** 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.
- 3.6 **(Alternative Responses)** 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.

## 4. RESPONDENT'S GENERAL WARRANTIES AND REPRESENTATIONS

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- 4.1 **(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
    - (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 quote 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 4 nor clause 5 shall operate in any way to limit, exclude or otherwise restrict the operation of any warranty implied by law.

### **5. RESPONDENT'S FURTHER WARRANTIES AND REPRESENTATIONS**

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- 5.1 **(Application of clause)** This clause 5 only applies in respect of a RFT.
- 5.2 **(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:
    - (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;

## Procurement Process Conditions

- (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 5,

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.

### 6. LODGEMENT AND OPENING OF RESPONSES

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

- (a) Via the respective vendorpanel portal.

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

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

- (a) at the time that the document is successfully uploaded to the vendorpanel portal, as indicated on the electronic receipt issued to the Respondent;
- (b) where the Response is lodged by an alternative method allowed by the Principal, when it is received by the Principal by that method.

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

### 7. ASSESSMENT OF RESPONSES

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- 7.1 **(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).

- 7.2 **(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 7.5;
- (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.

## Procurement Process Conditions

- 7.3 **(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.
- 7.4 **(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;
- 7.5 **(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 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.

## 8. ACCEPTANCE

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- 8.1 **(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.
- 8.2 **(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.
- 8.3 **(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.

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- 8.4 **(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:

- (a) no binding contract for the provision of any work, services and/or goods by the Respondent will exist between the parties.

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.

- 8.5 **(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.
- 8.6 **(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.
- 8.7 **(Arrangement with other local governments)** The Respondent acknowledges that if, pursuant to the Procurement Process, the Respondent is selected 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 Supplier of those goods and/or services.

## 9. DOCUMENTS AND INFORMATION

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- 9.1 **(Ownership)** The Procurement Documents remain the property of the Principal. The Response will become the property of the Principal upon lodgement.
- 9.2 **(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 9.9. 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.
- 9.3 **(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 9.2 and the Principal's exercise of the rights so granted will not infringe the Intellectual Property Rights of a third party.
- 9.4 **(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 9.4. Subject to clause 9.9(b), the Respondent must return any and all Confidential Information when requested to do so by the Principal.

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- 9.5 **(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 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.
- 9.6 **(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.
- 9.7 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).
- 9.8 **(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);

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- (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);
  - (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.
- 9.9 **(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.

- 9.10 **(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.

## 10. DEFINITIONS

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- 10.1 **(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



## Procurement Process Conditions



or tribunal, department, commission, agency, government owned corporation, statutory body or instrumentality having jurisdiction over the project;

- (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 vendorpanel portal.
- (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 9.4;
- (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
- (k) **Contract** means:
  - (i) a contract which may be entered into between the Principal and a Respondent pursuant to a RFT and which will be in the form referenced in Provision of Civil Engineering and Design Mentorship Services – Contract, as amended (if at all) by the express written agreement of the Principal; and
- (l) **Councillor** has the same meaning as in the *Local Government Act 2009* (Qld);
- (m) **Evaluation Criteria** means:
  - (i) for an RFT, the evaluation criteria (if any) set out in the RFT;
- (n) **General Information** means the details outlined in Provision of Civil Engineering and Design Mentorship Services – Technical Specifications;
- (o) **GST** has the same meaning as in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth);
- (p) **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;

## Procurement Process Conditions



- (ii) engaging in misleading or deceptive conduct in connection with the Procurement Process;
- (iii) engaging in any collusive quoting, 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);
- (q) **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;
- (r) **Late Response** means any Response that is not received in the vendorpanel portal (or otherwise received by the Principal by an alternative method permitted under the Procurement Process Conditions) by the Response Closing Time;
- (s) **Local Government** has the same meaning as in the *Local Government Act 2009* (Qld);
- (t) **Local Government Meeting** has the has the same meaning as in the *Local Government Act 2009* (Qld);
- (u) **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
    - (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;
- (v) **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;



## Procurement Process Conditions

- (w) **Non-Conforming Response** means a Response which is not a Conforming Response or an Alternative Response;
- (x) **Non-Local Supplier** means a supplier (including a Respondent) that is not a Local Supplier;
- (y) **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;
- (z) **Preamble** means Dawson River Catchment Flood-Study – Scope
- (aa) Provision of Civil Engineering and Design Mentorship Services – Request for Quote (as the case may be);
- (bb) **Price** means:
  - (i) subject to clause 3.4, the total price stated in the Response;
- (cc) **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;
- (dd) **Principal** or **Purchaser** means Banana Shire Council.
- (ee) **Procurement Documents** means:
  - (i) the RFT (as the case may be); and
  - (ii) any Addenda issued pursuant to these Procurement Process Conditions,and includes all documents included in or incorporated by reference into these documents;
- (ff) **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;
- (gg) **Procurement Process Conditions** means these procurement process conditions;
- (hh) **Quotation** means a Response lodged by a Respondent in response to an RFT and includes all documents and information lodged with or as part of the quotation;
- (ii) **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 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.
- (jj) **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 Submitter;

## Procurement Process Conditions

- (kk) **Response** means, where these Procurement Process Conditions are incorporated into an:
- (i) RFT, a Quotation;
- (ll) **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;
- (mm) **Response Form** means in respect of an:
- (i) RFT:
- (A) the document identified as the quotation form (as the case may be) in the Response Schedules; or
- (B) otherwise where there is no document identified as the quotation form, any document (other than a Price Schedule) which states the total price offered by the Respondent in the Response;
- (nn) **Response Schedules** means the schedules identified in Provision of Civil Engineering and Design Mentorship Services – Response Schedules (as the case may be);
- (oo) **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 3.5;
- (pp) **RFT (or Request for Quotation)** 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);
- (qq) **Quote** means a Response lodged by a Submitter in response to an RFT and includes all documents and information lodged with or as part of the submission;
- (rr) **Scope** means the scope described in Provision of Civil Engineering and Design Mentorship Services – Scope and all documents incorporated into it (whether physically or by reference), and includes any amendments provided for in an Addendum;
- (ss) **Sound Contracting Principles** has the meaning given in section 104(3) of the *Local Government Act 2009* (Qld);
- (tt) **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;
- (uu) **Submitter** means:
- (i) any person who lodges a quote; 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,

# Procurement Process Conditions



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.

- (vv) **Tender Box** means the website, email address or physical location at which the Provision of Civil Engineering and Design Mentorship Services – Request for Quote states that Responses are to be submitted;

## 11. GENERAL PROVISIONS

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- 11.1 **(Interpretation of Procurement Documents)** The Procurement Documents must be read and construed together and are intended to be mutually explanatory.
- 11.2 **(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.
- 11.3 **(Headings)** Clause headings are for reference purposes only and must not be used in interpretation.
- 11.4 **(No limitation)** The words 'include', 'includes' and 'including' shall be read as if followed by 'without limitation'.
- 11.5 **(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.
- 11.6 **(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.
- 11.7 **(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,
- 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.
- 11.8 **(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.
- 11.9 **(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

## Procurement Process Conditions

- Respondent submit to the jurisdiction of the Courts of Queensland, relevant Federal Courts and Courts competent to hear appeals from them.
- 11.10 **(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.
- 11.11 **(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.
- 11.12 **(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.
- 11.13 **(No waiver)** No waiver by the Principal of a provision of these Procurement Process Conditions is binding unless made in writing.
- 11.14 **(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 4: CONTRACT

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DAWSON DON DEE RIVER CATCHMENT FLOOD STUDY

CONTRACT NO: T2526.17

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## SCHEDULE 1 - SCOPE AND PRICE

## Reference Schedule

Item	Details			
1.	Principal's Representative (Clause 6)			
	(a) Name:	Nathan Garvey – Manager Technical Services – Banana Shire Council		
	(b) Address:	62 Valentines Plains Road, Biloela, QLD 4715		
	(c) Telephone:	07 4992 9500		
	(d) Email:	nathan.garvey@banana.qld.gov.au		
2.	Supplier's Representative (Clause 7)			
	(a) Name:			
	(b) Address:			
	(c) Telephone:			
	(d) Email:			
3.	Key Personnel (Clause 9.2)	Name	Role	Period <i>(If nothing stated, until the date of Completion)</i>
4.	Site (Clause 11)			
	(a) Additional pre-conditions to access to the Site	Where applicable, the supplier is to prepare and provide all safety documents for all on-site activities. The Principal is to approve these documents in writing prior to site establishment. A reasonable review period is to be provided to the Principal.		
	(b) Site specific requirements	Portions of the Banana Shire Council are remote in nature and have limited mobile reception, and safety measures should be considered when working rurally or in isolation.		
5.	Time for Meetings (Clause 12)	As reasonably required by the Principal and with at least 24 ours notice required prior to. <i>If nothing stated, as reasonably required by the Principal.</i>		
6.	Timing (Clause 13)			
	(a) Working hours	<i>If nothing stated, as reasonably directed by the Principal.</i>		
	(b) Time for Commencement	<i>If nothing stated, as reasonably directed by the Principal.</i>		
	(c) Time for Completion	30/05/2026 <i>If nothing stated, as reasonably directed by the Principal.</i>		
	(d) Program	The Supplier is to submit a program as part of the submission, demonstrating that the WUC will be completed by the Timing nominated in 6c.		
	(e) Additional requirements of	<i>Note: additional requirements of Completion may be described elsewhere in the Contract.</i>		

## Reference Schedule

Item	Details	
	Completion	
7.	Invoices: (Clause 15)	(Intentionally Left Blank)
	(a) Invoices may be submitted on:	<i>If nothing stated, on the 21st day of each month for Services provided up to the 21st of that month.</i>
	(b) Invoices should be emailed to:	accounts.payable@banana.qld.gov.au
	(c) Other requirements for invoices:	Invoices must include the Contractr Number.
8.	Applicable policies, guidelines, procedures and codes of the Principal (Clause 16.1(b))	The flood study is to be undertake and prepared in accordance with the Queensland Flood Risk Management Framework
9.	Liability Limit (Clause 20)	
	(a) The Principal's liability is limited to:	<i>If nothing stated, the Principal's liability is limited to an amount equal to the Price paid in the 12 months preceding the relevant Claim.</i>
	(b) The Supplier's liability is limited to:	<i>If nothing stated, the Supplier's liability is not limited.</i>
10.	The Supplier must effect the following insurances: (Clause 21)	<input checked="" type="checkbox"/> Public and product liability insurance in the amount of at least \$20,000,000 in respect of any one occurrence and for an unlimited number of claims <input checked="" type="checkbox"/> Professional indemnity insurance in the amount of at least \$5,000,000 in respect of any one occurrence and for an unlimited number of claims <input checked="" type="checkbox"/> Third party and comprehensive motor vehicle insurance for each vehicle used by the Supplier in performing its obligations under the Contract <input checked="" type="checkbox"/> Plant and equipment insurance for each item of plant for the full replacement value of the plant <input checked="" type="checkbox"/> Workers' compensation insurance in respect of the Supplier's Personnel as required by law
		<i>If not selected, the Supplier is not required to effect the insurance.</i>
11.	Intellectual Property (Clause 24)	
	(a) Project IP, the alternative applying	<input checked="" type="checkbox"/> Alternative 1 – Project IP vests in the Principal <input type="checkbox"/> Alternative 2 – Project IP vests in the Supplier
		<i>If nothing stated, Alternative 1 applies.</i>
	(b) Moral Rights consent	<input checked="" type="checkbox"/> Moral Rights consent is required <input type="checkbox"/> Moral Rights consent is not required
		<i>If nothing selected, a Moral Rights consent is required.</i>



# General Conditions

## PARTIES:

**BANANA SHIRE COUNCIL** ABN 85 946 116 646 of 62 VALENTINES PLAINS ROAD,  
BILOELA in the State of Queensland.

(Principal)

[Insert Supplier's Name] ACN [Insert ACN] of [Insert Supplier's address].

(Supplier)

## BACKGROUND:

- A. The Supplier has offered to provide the Services to the Principal and has made the representations and given the warranties stated in this Contract to the Principal in connection with its offer.
- B. In reliance on those representations and warranties, the Principal has accepted the Supplier's offer.
- C. The Parties wish to enter into the Contract to record the terms on which the Supplier will provide the Services to the Principal.

## THE PARTIES AGREE:

### 1. DEFINITIONS

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1.1 In the Contract, unless inconsistent with the context or subject matter:

- (a) **Affected Party** has the meaning given in clause 27.1;
- (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 a local government, the State of Queensland, the Commonwealth or any other Federal, State, or local government authority, administrative or judicial body or tribunal, department, commission, agency, government owned corporation, statutory body or instrumentality (including a stock exchange) having jurisdiction over the Contract or the obligations to be performed under the Contract;
- (d) **Background IP** of a Party means all Intellectual Property Rights which are made available by a Party for the purpose of the provision of the Services which are in existence at the date of the Contract or brought into existence after the date of the Contract other than in connection with the Contract;
- (e) **Business Day** means a day that is not a Saturday, Sunday or any other day which is a public holiday or a bank holiday in the place where an act is to be performed or a payment is to be made in connection with the Contract;
- (f) **Claim** includes any claim, action, demand, proceeding, suit, defence or set-off, however arising including under the Contract, at law (including a breach of contract), under statute, in equity, in tort (including for negligence), in quasi-contract, for unjust enrichment and to the extent permitted by law pursuant to any other principle of law (including without limitation any claim by the Supplier for an extension of time, Variation or other adjustment to the Price);
- (g) **Completion** means the stage in the performance of the Supplier's obligations under the Contract at which:

- (i) each and every part of the Services has been carried out and completed in accordance with the Contract, except for minor omissions which do not reasonably affect the benefit to the Principal of the Services or prevent the Principal from using the Supplier Documents for the purpose or purposes stated in or to be reasonably inferred from the Contract;
  - (ii) all Supplier Documents have been updated and provided to the Principal in accordance with the Contract; and
  - (iii) other obligations of the Supplier which are stated in the Contract to be a requirement of Completion, or which are otherwise required to be undertaken prior to Completion have been completed;
- (h) **Confidential Information** means the Contract and all documents and information provided or made available by one Party (**Discloser**) to the other (**Disclosee**), or which comes to the knowledge of a Party in connection with the Contract which are of their nature confidential or which the Discloser has identified to the Disclosee as being confidential, but does not include documents and information which are in the public domain other than through a breach of clause 23;
- (i) **Conflict of Interest** means any actual, potential or perceived conflict between the interests of the Supplier and the Supplier's obligations under the Contract;
- (j) **Contract** means the documents identified in clause 2.1;
- (k) **Discloser and Disclosee** have the meanings given in clause 1.1(h);
- (l) **Exceptional Circumstances** means disclosure:
  - (i) for the purpose of complying with the Disclosee's obligations or exercising the Disclosee's rights in connection with the Contract;
  - (ii) with the Discloser's prior consent;
  - (iii) to a professional adviser, banker, financier or auditor if that person is obliged to keep the information disclosed confidential and to whom it is necessary to disclose the information;
  - (iv) to the extent necessary to comply with the Disclosee's reasonable corporate governance or insurance requirements;
  - (v) to any of its Personnel who are bound to keep the information confidential and to whom it is necessary to disclose the information;
  - (vi) to comply with the law or a requirement of an Authority;
  - (vii) to the extent necessary to enforce its rights or defend a Claim in connection with the Contract;
  - (viii) by the Principal for the purposes of enabling the Principal to properly discharge its functions as a local government authority; and
  - (ix) to the extent otherwise expressly permitted by the Contract;
- (m) **Force Majeure** means:
  - (i) an act of God, earthquake, lightning, cyclone, tsunami, flooding, fire emanating from outside the Site, explosion, landslide, drought or meteor, but excluding any other weather conditions regardless of severity;
  - (ii) war (declared or undeclared), invasion, act of a foreign enemy, hostilities between nations, civil insurrection or militarily usurped power;

- (iii) act of public enemy, sabotage, malicious damage, terrorism or civil unrest;
- (iv) embargo;
- (v) illness declared by the World Health Organisation to be a pandemic;
- (vi) State-wide or nationwide industrial action that is not limited to or primarily directed at the Supplier or otherwise caused by or contributed to by the Supplier and which affects an essential portion of the Supplier's obligations under the Contract;

which:

- (A) is beyond the immediate or reasonable control of the Affected Party;
  - (B) is not directly or indirectly caused or contributed to by the Affected Party or the Affected Party's Personnel; and
  - (C) cannot reasonably be avoided, remedied or overcome by the Affected Party by a standard of care and diligence expected of a prudent and competent local government or supplier (as the case may be) or the expenditure of a reasonable sum of money;
- (n) **General Conditions** means these general conditions;
- (o) **Good Industry Practice** means:
- (i) the standard of skill, care and diligence; and
  - (ii) practices, methods, techniques and acts,
- of a skilled and competent supplier engaged in the business of providing services similar to the Services;
- (p) **GST** means GST as that term is defined in the GST Law, and any interest, penalties, fines or expenses relating to such GST;
- (q) **GST Law** means the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) and/or associated Commonwealth legislation, regulations and publicly available rulings;
- (r) **Improper Conduct** means:
- (i) engaging in misleading or deceptive conduct in relation to the Procurement Process or the Contract;
  - (ii) engaging in any collusive tendering, anticompetitive conduct, or any other unlawful or unethical conduct with any other tenderer, or any other person in connection with the Procurement Process;
  - (iii) failing to disclose a Conflict of Interest in breach of clause 5.3;
  - (iv) attempting to improperly influence any Personnel of the Principal, or violate any applicable law regarding the offering of inducements in connection with the Procurement Process or the Contract;
  - (v) accepting or inviting improper assistance of employees or former employees of the Principal in preparing its tender or any Claim against the Principal in connection with the Contract;
  - (vi) using any information improperly obtained, or obtained in breach of any obligation of confidentiality in connection with the Procurement Process or the Contract;

- (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).
- (s) **Insolvency Event** in respect of a Party, means the Party:
  - (i) becomes insolvent or bankrupt, or being a company goes into liquidation, or takes or has instituted against it any action or proceedings which has as an object or may result in bankruptcy or liquidation;
  - (ii) enters into a debt agreement, a deed of assignment or a deed of arrangement under the *Bankruptcy Act 1966* (Cth), or, being a company, enters into a deed of company arrangement with its creditors, or an administrator or controller is appointed; or
  - (iii) has a receiver or a receiver and manager appointed or a mortgagee goes into possession of any of its assets;
- (t) **Intellectual Property Rights** means copyright, patents and all rights in relation to inventions, registered and unregistered trademarks (including service marks), registered designs, drawings, circuit layouts and all other rights resulting from intellectual activity in the construction, project management, industrial, scientific, literary or artistic fields, whether foreign or domestic and includes Moral Rights;
- (u) **Key Personnel** means the Personnel (if any) nominated as key personnel in the Reference Schedule;
- (v) **Liability Limit** means:
  - (i) in respect of the Principal, the sum of:
    - (A) the amount specified in item 9(a) of the Reference Schedule; and
    - (B) the amount of any excess payable under a policy of insurance required to be effected and maintained by the Principal under the Contract;
  - (ii) in respect of the Supplier, the sum of:
    - (A) the amount specified in item 9(b) of the Reference Schedule; and
    - (B) the amount of any excess payable under a policy of insurance required to be effected and maintained by the Supplier under the Contract;
- (w) **Local Government Worker** has the same meaning as in the *Local Government Act 2009* (Qld);
- (x) **Modern Slavery** has the meaning given in the *Modern Slavery Act 2018* (Cth);
- (y) **Moral Rights** has the meaning given in the *Copyright Act 1968* (Cth);
- (z) **National Police Certificate** means a hard copy or digital national police certificate issued by the Queensland Police Service;
- (aa) **Notifiable Incident** has the meaning given in the WHS Act and the WHS Regulation;
- (bb) **Party or Parties** means one or both of the Principal and the Supplier as the context requires;
- (cc) **Payment Period** means:

- (i) if the Contract is a 'building contract' as that term is defined in the *Queensland Building and Construction Commission Act 1991* (Qld), the period ending 15 Business Days after receipt by the Principal of the claim;
  - (ii) otherwise, the period ending 25 Business Days after receipt by the Principal of the claim;
- (dd) **Personal Information** has the meaning given in the *Information Privacy Act 2009* (Qld);
- (ee) **Personnel** includes the officers, employees, agents, representatives, consultants, subconsultants, suppliers, contractors and subcontractors of a Party and any other person or entity for whom that Party is vicariously liable but in respect of the Principal, does not include the Supplier;
- (ff) **Price** means the amount payable for the provision of Services as determined in accordance with Schedule 1;
- (gg) **Principal** means the entity identified as the Principal on page 4 of the Contract;
- (hh) **Principal's Representative** means the person identified in the Reference Schedule or otherwise notified to the Supplier pursuant to clause 6.1 and includes, except where the context requires otherwise, a person authorised as a delegate of the Principal's Representative pursuant to clause 6.3;
- (ii) **Procurement Process** means the procurement process undertaken by the Principal pursuant to which the Parties have entered into the Contract;
- (jj) **Project IP** means the Intellectual Property Rights in the Supplier Documents and all goods, materials, documents or data created in the performance of the Supplier's obligations under the Contract;
- (kk) **Qualifying Cause of Delay** means:
  - (i) an act or omission of the Principal or the Principal's Personnel;
  - (ii) Force Majeure; or
  - (iii) any other cause of delay identified elsewhere in the Contract as entitling the Supplier to an extension of the Time for Completion;
- (ll) **Reference Schedule** means the schedule of that name included in the Contract;
- (mm) **Regulator** has the meaning given in the WHS Act and WHS Regulation;
- (nn) **Scope** means the documents and information contained in, or incorporated into, Schedule 1 which detail the Principal's requirements for the provision of the Services by the Supplier;
- (oo) **Services** means the services to be provided as described in Schedule 1 (including the provision of Supplier Documents) and any services not specifically mentioned in Schedule 1 but that are obviously and indispensably necessary for the performance of the services that are mentioned;
- (pp) **Site** means the site or sites made available by the Principal to the Supplier for the purpose of the Supplier carrying out its obligations under the Contract;
- (qq) **Substantial Breach** includes:
  - (i) in respect of the Supplier:
    - (A) a material breach of the Contract including:

- I a material breach of clause 8.1;
  - II the Supplier or any of the Supplier's Personnel engaging in:
    - (1) any Improper Conduct in connection with the Contract; or
    - (2) otherwise engaging in any Improper Conduct (whether or not in connection with the Contract) in a manner which, in the Principal's opinion, causes harm to the Principal's reputation;
  - III failing to make a payment to the Principal within 20 Business Days after the due date for the making of the payment in clause 15.6;
  - IV failing to effect and maintain the insurance policies required under clause 21;
  - V failing to comply with a direction given or purportedly given under clause 25;
  - VI a warranty given or representation made in or pursuant to this Contract is found to be incorrect, false or misleading in any material respect;
  - VII a material breach of a law in connection with the Contract;
- (A) a material departure from any program or schedule included in the Contract without reasonable cause or the Principal's approval or, where there is no program, failing to proceed with due expedition and without delay;
  - (B) suspending performance of its obligations under the Contract without the prior written consent of the Principal;
  - (C) the consistent or repeated breach of the Contract by the Supplier, even though those breaches would not otherwise constitute a substantial breach of the Contract and even though those breaches may be promptly remedied by the Supplier;
  - (D) anything else which the Contract elsewhere provides is a substantial breach of the Contract;
- (ii) in respect of the Principal:
    - (A) failing to make payment to the Supplier within 20 Business Days after the due date for the making of the payment in clause 15.6 or 15.7 as the case may be;
    - (B) otherwise committing a material breach of the Contract; or
    - (C) anything else which the Contract elsewhere provides is a substantial breach of the Contract;
- (rr) **Supplier** means the person or entity identified as the Supplier on page 4 of this Contract;
  - (ss) **Supplier's Representative** means the person identified as the Supplier's representative in the Reference Schedule or as otherwise approved by the Principal pursuant to clause 7;

- (tt) **Supplier Documents** means those records, reports, designs, specifications, certificates, plans and other documents, whether electronic documents or hard copy format, required by the Contract to be handed over to the Principal by the Supplier (including any WHS documentation and management plans required by the Contract) and all information advice, procedures, undertakings, designs, calculations and recommendations in those documents;
- (uu) **Time for Commencement** means the time stated in the Reference Schedule by which the Supplier is required to commence performing its obligations under the Contract (or where no time is stated, promptly after the date of the Contract);
- (vv) **Time for Completion** means the time (if any) stated in the Reference Schedule by which the Supplier is required to achieve Completion as extended (if at all) pursuant to the Contract;
- (ww) **Variation** means any material increase, decrease or change to the Services or the Supplier's obligations under the Contract;
- (xx) **WHS** means work, health and safety;
- (yy) **WHS Act** means *Work Health and Safety Act 2011* (Qld) as amended or replaced from time to time;
- (zz) **WHS Regulation** means the *Work Health and Safety Regulation 2011* (Qld) as amended or replaced from time to time;
- (aaa) **Wilful Misconduct** means an intentional act or omission by or on behalf of a Party committed with reckless disregard for its foreseeable and potentially harmful consequences in circumstances where the breaching Party knows or ought to know that those consequences would likely result from the act or omission but which is not due to an honest mistake oversight, error of judgement, accident or negligence;
- (bbb) **Workplace** has the meaning given in the WHS Act and the WHS Regulation.

## **2. CONTRACT**

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- 2.1 (Documents comprising Contract) The Contract comprises:
  - (a) the Reference Schedule;
  - (b) these General Conditions; and
  - (c) Schedule 1 – Scope and Price.
- 2.2 **(Final agreement)** The Contract constitutes the entire, final and concluded agreement between the Parties as to its subject matter. It supersedes all prior representations, agreements, statements and understandings between the Supplier and the Principal (whether oral or in writing).
- 2.3 **(Order of precedence)** If there is any ambiguity, inconsistency, conflict or discrepancy between any of the documents listed in clause 2.1, then the documents will take precedence in the order set out in clause 2.1 with the document described in 2.1(a) being the highest in the order.
- 2.4 **(Early Services)** Where any obligation described in the Contract has been carried out by the Principal or the Supplier prior to the date on which the Contract is executed, that obligation shall be taken to have been carried out pursuant to, and the carrying out of that obligation shall be governed by, the Contract as if the obligation had been carried out after the Contract was executed.

### **3. PERFORMANCE AND PAYMENT**

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- 3.1 **(Performance)** The Supplier must, at the Supplier's expense, provide the Services and otherwise comply with its other obligations under the Contract in accordance with the Contract and all directions of the Principal issued pursuant to it.
- 3.2 **(Payment)** Subject to the Contract, the Principal must pay the Supplier the Price for the Services provided in accordance with the Contract.

### **4. NO EXCLUSIVITY**

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- 4.1 The Supplier is not the exclusive supplier of the Services, or of services of the same or a similar type to the Services. The Principal may engage other suppliers to provide services of the same or a similar type to the Services.

### **5. RELATIONSHIP OF THE PARTIES**

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- 5.1 **(Relationship)** The Supplier is an independent contractor of the Principal. The Contract does not create any partnership, joint venture or employment relationship. The Supplier is solely responsible for payments required to be made to its Personnel for the performance of services in connection with the Contract and solely responsible for determining the manner in which it complies with its obligations under the Contract. The Supplier must provide such materials, equipment, knowledge and Personnel as the Supplier deems necessary to comply with its obligations and under the Contract.
- 5.2 **(Representations)** The Supplier must not represent itself or allow anyone else to represent that the Supplier is a partner, joint venturer, officer or employee of the Principal. Except to the extent expressly contemplated in the Contract, the Supplier must not represent itself or allow anyone else to represent that the Supplier is an agent of the Principal.
- 5.3 **(Conflict of Interest)** The Supplier warrants and represents that as at the date of the Contract, the Supplier is not aware of any Conflict of Interest. The Supplier must not, and must ensure that its Personnel do not, engage in any activity or obtain any interest which does, or is likely to, result in a Conflict of Interest during the Contract and must immediately notify the Principal in the event that a Conflict of Interest that has not previously been disclosed arises or is likely to arise.

### **6. PRINCIPAL'S REPRESENTATIVES**

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- 6.1 **(The Principal's Representative)** The Principal's Representative is appointed as the Principal's agent to exercise any of the Principal's rights or functions under the Contract. The Principal's Representative is not an independent certifier or valuer.
- 6.2 **(Rights and powers of the Principal's Representative)** The Principal's Representative may exercise any rights and powers granted to the Principal under this Contract. The Principal's Representative may give a direction in respect of any matter relating to this Contract, including the protection of people, property and the environment and the Supplier's performance of the Services.
- 6.3 **(Authorised delegates)** The Principal's Representative may, by giving written notice to the Supplier setting out the rights and powers which may be exercised, authorise another person to exercise all or some of the rights and powers under clause 6.2. Subject to clause 6.5, no other person is permitted to exercise any right or function of the Principal. The Supplier must notify the Principal immediately if it receives a purported direction in connection with the Contract from any other person. The Principal shall not be liable upon any Claim relating to a direction given to the Supplier by any other person.
- 6.4 **(Compliance)** The Supplier must, and must ensure that its Personnel, comply with all directions given by the Principal's Representative, within the time specified in the direction, or where no time is stated, as soon as is reasonably practicable.



- 6.5 **(Change)** The Principal may notify the Supplier of a change in the Principal's Representative at any time.

## **7. SUPPLIER'S REPRESENTATIVE**

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- 7.1 **(Supplier's Representative)** The Supplier's Representative is appointed by the Supplier to manage the Supplier's performance of the Contract. Matters which are in the knowledge of the Supplier's Representative are deemed to be within the knowledge of the Supplier.
- 7.2 **(Change)** The Supplier may seek the approval of the Principal to change the Supplier's Representative. The Supplier must provide any information reasonably required by the Principal in connection with such a request. The Principal may refuse to approve a replacement person if the Principal reasonably believes that the person is inappropriate to take the role of Supplier's Representative or is of lesser skill, experience and competency to the person being replaced. If the Principal reasonably objects to the nominated representative, the Supplier shall promptly nominate another representative.

## **8. PRIMARY OBLIGATIONS, WARRANTIES AND REPRESENTATIONS**

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- 8.1 **(Obligations, Warranties and Representations)** The Supplier:
- (a) **(ability)** must ensure, and warrants and represents that the Supplier and, to the extent applicable to them, its Personnel:
    - (i) have the experience, skills, expertise, resources and judgement;
    - (ii) hold all necessary competencies, licences, accreditations, qualifications, permits, clearances or other authorisations,which are required for the Supplier 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 Supplier's obligations under the Contract are at an end;
  - (b) **(standard)** must, and to the extent applicable to them must ensure that its Personnel, provide the Services and carry out the Supplier's other obligations in connection with the Contract in accordance with Good Industry Practice and so that the Services are suitable and adequate for the purpose or purposes stated in the Contract;
  - (c) **(Supplier Documents)** must ensure that where the Supplier provides Supplier Documents under the Contract:
    - (i) those Supplier Documents:
      - (A) comply with the requirements of the Contract and applicable law;
      - (B) are of a standard and quality reasonably expected of a skilled and competent supplier using Good Industry Practice;
      - (C) are suitable and adequate for the purpose for which they are provided; and
    - (ii) except to the extent that they are prepared strictly in accordance with technical plans or drawings provided to the Supplier by the Principal:
      - (A) the Supplier Documents; and
      - (B) the Principal's use of the Supplier Documents for a purpose stated in or to be reasonably inferred from the Contract,will not infringe Intellectual Property Rights;

- (d) **(investigations)** warrants and represents that the Supplier has carefully reviewed the Contract (including the Scope and all other information contained or referenced in Schedule 1) and is satisfied that the Scope and other information is appropriate and adequate to enable the Supplier to comply with its obligations under the Contract;
  - (e) **(legal capacity)** must ensure, and warrants and represents that the Supplier has the full power, authority and capacity to enter into the Contract and that the Supplier's obligations under the Contract are valid and binding on it, and enforceable against it;
  - (f) **(Price)** warrants and represents that the rates and prices in the Contract include compliance with all of the Supplier's other obligations under the Contract except, and then only to the extent, that the Contract provides otherwise.
- 8.2 **(Improper Conduct)** The Supplier warrants and represents that neither the Supplier nor any of its Personnel engaged in any Improper Conduct in connection with the Procurement Process. The Supplier must not engage in any Improper Conduct in connection with the Contract.
- 8.3 **(Notice of 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 a warranty given, representation made or obligation provided for in clause 8.1 or 8.2.
- 8.4 **(Obligations, warranties and representations not affected)** The obligations, warranties and representations in clause 8.1 remain unaffected notwithstanding:
- (a) that the Scope was prepared by the Principal or the Principal's Personnel;
  - (b) any inspection, test, receipt, review, permission, approval or comment on, of or in relation to the Services by the Principal or the Principal's Personnel;
  - (c) any Variation or other direction by the Principal or the Principal's Personnel; or
  - (d) the adoption or incorporation into the Supplier Documents by the Supplier of any industry standard any information or documentation provided by others (including information or documentation provided by or on behalf of the Principal),

except that clauses 8.4(c) and 8.4(d) do not apply to the extent that the Supplier has, prior to acting or omitting to act in reliance on the direction or the affected Supplier Documents, given the Principal written notice expressly stating that the Variation, direction, adoption, or incorporation would affect a warranty or obligation and the warranty or obligation was affected in the manner so notified.

## 9. SUPPLIER'S PERSONNEL

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- 9.1 **(General)** The Supplier must ensure that its Personnel involved in the performance of the Supplier's obligations under the Contract:
- (a) act professionally and courteously in all dealings with the Principal, the Principal's Personnel and the general public in connection with the Contract;
  - (b) do not engage in any Improper Conduct;
  - (c) do not 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 or to the public generally;
  - (d) are familiar with and properly trained for their allocated role;
  - (e) perform their allocated role competently, safely and in accordance with Good Industry Practice and where the role involves the operation of plant or equipment, in accordance with all manufacturer's recommendations; and

- (f) 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).
- 9.2 **(Key Personnel)** The Supplier must ensure that only Key Personnel perform the roles identified in the Reference Schedule and that the nominated Key Personnel perform those roles for the period identified in the Reference Schedule. The Supplier may seek the approval of the Principal to change the identity or role of any Key Personnel or to engage additional persons as Key Personnel. The Supplier must provide any information reasonably required by the Principal in connection with such a request. The Principal cannot unreasonably refuse to approve a replacement or additional key person that is of equal or greater skill, experience and competency to the person nominated in the Contract as the key person for that role.
- 9.3 **(Local Government Worker)** The Supplier must ensure that when acting as a Local Government Worker, the Supplier's Personnel:
- (a) have all appropriate qualifications, skills and training to exercise a power or perform a responsibility under Chapter 5, Part 2, Division 2 of the *Local Government Act 2009* (Qld);
  - (b) do not exercise any power or perform a responsibility under Chapter 5, Division 2 of the *Local Government Act 2009* (Qld) unless the Personnel are authorised as Local Government Workers by the Principal; and
  - (c) comply with all obligations of a Local Government Worker imposed under the *Local Government Act 2009* (Qld).
- 9.4 **(Police checks)** If the Principal directs the Supplier to obtain a National Police Certificate in respect of any of the Supplier's Personnel then the Supplier must not permit those Personnel to perform any part of the Services or to have access to any Confidential Information of the Principal or the Site unless and until 5 Business Days after the Supplier has given the Principal a written copy of the National Police Certificate for those Personnel. If the National Police Certificate 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. The Supplier must use its best endeavours to provide any additional information which the Principal may reasonably request in relation to a National Police Certificate.
- 9.5 **(Industrial relations)** The Supplier remains solely responsible for the management of industrial relations relating to its Personnel. The Supplier must promptly inform, and keep informed, the Principal in relation to any potential or actual industrial relations issues which could affect the ability of the Supplier to comply with its obligations under the Contract.
- 9.6 **(Modern Slavery)** The Supplier:
- (a) must not engage in Modern Slavery and warrants and represents that it has not engaged in any Modern Slavery;
  - (b) must take, and warrants and represents that it has taken, all reasonable steps to identify and eliminate Modern Slavery in the business and operations of its subcontractors, suppliers and consultants;
  - (c) immediately notify the Principal in writing if it becomes aware of any Modern Slavery in the Supplier's business or operations or the business or operations of its subcontractors, suppliers or consultants.
- 9.7 **(Labour Hire)** The Supplier must not provide or utilise any labour hire services in connection with the Contract, unless the provider of that labour hire is registered under the *Labour Hire Licensing Act 2017* (Qld).
- 9.8 **(Removal)** The Principal may at any time direct the Supplier to remove any of the Supplier's Personnel from the performance of the whole or part of the Supplier's obligations under the

Contract if the Principal reasonably believes that the Supplier is in breach of any clauses 8.1(a), 8.2, 9.1, 9.3, 9.6 or 9.7 or if a National Police Certificate contains any entries in respect of that person, or that the person is otherwise responsible for a breach of the Contract by the Supplier.

## **10. SUBCONTRACTING, ASSIGNMENT AND NOVATION**

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- 10.1 **(By the Supplier)** The Supplier must not subcontract, assign or novate the whole or any part of its rights and/or obligations under the Contract unless it has obtained the written consent of the Principal. Subcontracting of the Supplier's obligations shall not relieve the Supplier from any liability or obligation under the Contract. As between the Principal and the Supplier, the Supplier shall be responsible and liable to the Principal for the acts and omissions of the Supplier's Personnel in connection with the Contract as if they were the acts or omissions of the Supplier.
- 10.2 **(By the Principal)** The Principal may contract, assign or novate the whole or any part of its rights and/or obligations under the Contract in its absolute discretion and without obtaining the consent of the Supplier.
- 10.3 **(Third party warranties)** The Supplier shall obtain and provide to the Principal, the warranties required by the Contract. Unless otherwise directed by the Principal, the Supplier shall also obtain a warranty from each subcontractor, supplier, retailer or manufacturer on terms commonly provided by those subcontractors, suppliers, retailers or manufacturers for their parts of the Services, in the name of both the Principal and the Supplier.
- 10.4 **(Subcontracts)** The Supplier must ensure that any subcontracts into which it enters place the same obligations, responsibilities and liabilities on the subcontractor that this Contract places on the Supplier to the extent that they are relevant to the services provided by the subcontractor.

## **11. SITE**

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- 11.1 **(Access for Supplier)** The Principal will give the Supplier sufficient, but non-exclusive, access to the Site to carry out the Supplier's obligations under the Contract. The Principal may refuse to give such access until the Supplier has given the Principal:
- (a) evidence of insurance required by clause 21.4;
  - (b) copies of all competencies, licences, accreditations, qualifications, permits, clearances or other authorisations which are required for the Supplier to comply with its obligations under the Contract;
  - (c) any other documents or information which the Contract requires to be given to the Principal before access to the Site shall be given, including those identified in the Reference Schedule or elsewhere in the Contract; and
  - (d) evidence that the Supplier has done all other things which the Contract requires to be done before access to the Site shall be given, including those identified in the Reference Schedule or elsewhere in the Contract.
- 11.2 **(Access for Principal)** The Principal and its Personnel shall be entitled to access the Site and any other place where any obligation of the Supplier under the Contract is or is to be carried out on the giving of reasonable written notice, including to conduct tests, inspections or audit of the Supplier's compliance with the Contract or to carry out other services or work at the Site. The Supplier must cooperate, communicate and co-ordinate with the Principal and the Principal's Personnel in relation to the access by the Principal and the Principal's Personnel. The Principal must use reasonable endeavours to ensure none of the Principal's Personnel impedes the Supplier in the performance of the Services.
- 11.3 **(Site specific requirements)** The Supplier must comply with the reasonable requirements of the Principal in relation to the Supplier's access to or conduct on the Site, including those identified in the Reference Schedule.

## **12. MEETINGS**

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- 12.1 The Supplier must, at the times stated in the Reference Schedule and when otherwise reasonably required by the Principal, meet and discuss the performance of the Supplier and/or any other matter concerning the Principal in connection with the Contract.

## **13. TIMING**

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- 13.1 **(Timing)** Subject to clause 13.2, the Supplier must commence performing its obligations under the Contract by the Time for Commencement and must perform those obligations:

- (a) within any working hours described in the Reference Schedule and/or elsewhere in the Contract;
- (b) with due expedition and without delay;
- (c) in accordance with any requirements of the Contract and any reasonable directions of the Principal as to the order and timing of the performance of those obligations (including any program or schedule included in the Contract or agreed between the Parties); and
- (d) so that all Services reach Completion by the applicable Time for Completion.

- 13.2 **(Delay or interruption)** The Supplier must promptly notify the Principal's Representative if it suspects, or becomes aware, that the performance of the whole or any part of the Services will be interrupted or delayed and must provide any further information reasonably requested by the Principal's Representative in relation to the delay or interruption.

- 13.3 **(Extension of time)** If the Supplier:

- (a) is delayed in reaching Completion by the Time for Completion because of a Qualifying Cause of Delay; and
- (b) the Supplier gives the Principal a written claim for an extension of the Time for Completion within 10 Business Days of the delay first occurring,

then the Principal shall grant a reasonable extension of the Time for Completion. The Principal may grant an extension of the Time for Completion for delay caused by any other cause of delay. The Supplier must provide the Principal with all information reasonably directed by the Principal's Representative in connection with the delay.

- 13.4 **(Monetary compensation)** If the Supplier:

- (a) is entitled to an extension of Time for Completion under clause 13.3 because of a delay caused by the Principal or the Principal's Personnel; and
- (b) submits a written claim for delay costs within 10 Business Days of the cessation of the delay,

then the Principal shall be liable for the direct costs which the Supplier has reasonably, necessarily and not prematurely incurred by reason of that delay and which it cannot reasonably mitigate. The Supplier shall not otherwise be entitled to any monetary compensation in connection with any delay or disruption to or prolongation of the Supplier's obligations under the Contract however caused.

## **14. VARIATIONS**

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- 14.1 **(Direction for Variation)** The Principal may at any time prior to the Time for Completion and for any reason direct a Variation by giving written notice to the Supplier. The Principal cannot direct a Variation which is outside the general scope of the Contract. The Supplier cannot carry out a Variation without a written direction to do so from the Principal.

- 14.2 **(Variation proposal)** The Principal may direct the Supplier to provide an estimate or quotation for a Variation and/or a statement as to the impact of a Variation on the Services (including the cost and timing of the Services). The Principal may direct the Supplier to support the estimate, quotation or statement with documentary evidence and may direct the time within which the estimate, quotation or statement is to be provided. The Supplier must comply with such a direction at its expense.
- 14.3 **(Adjustment of Price)** Subject to clause 14.4, the effect of a Variation on the Supplier's entitlement to payment shall be determined using the following order of priority:
- (a) agreement between the Parties;
  - (b) applicable fees, rates or prices (if any) stated in Schedule 1; or
  - (c) by the Principal (acting reasonably).
- 14.4 **(No entitlement)** The Principal shall not be liable upon any Claim in connection with a direction for a Variation, unless:
- (a) the Principal's Representative has expressly stated in writing that the direction is a direction for a Variation; or
  - (b) within 10 Business Days of being given the direction, and where possible before the Supplier complies (in whole or part) with the direction, the Supplier has notified the Principal in writing that it considers that the direction constitutes a Variation.
- 14.5 **(Variations requested by the Supplier)** The Principal may approve a request for a Variation by the Supplier. Unless the Principal agrees otherwise in writing, a Variation approved under this clause 14.5 shall have no effect on the Supplier's entitlement to payment, timing of the Supplier's obligations or any other obligation of the Supplier under the Contract.
- 14.6 **(Omissions)** Where the Principal directs a Variation omitting or reducing any part of the Services, then the Principal may subsequently provide the omitted or reduced Services itself or engage others to do so on its behalf. The Supplier shall not be entitled to any monetary compensation in connection with an omission or reduction, and such omission or reduction shall not invalidate or constitute repudiation of the Contract.

## **15. INVOICES AND PAYMENT**

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- 15.1 **(Timing of invoices)** Subject to clause 15.11, the Supplier may submit invoices to the Principal for Services provided in accordance with the Contract at the times and for the Services stated in the Reference Schedule. Unless otherwise directed, all invoices should be submitted promptly and final invoices should be submitted no later than 5 Business Days after Completion.
- 15.2 **(Requirements of invoices)** Each invoice must comply with the GST Law and all other requirements stated in the Contract or which the Principal reasonably directs prior to the time for submission of the invoice.
- 15.3 **(Further supporting documentation)** The Principal may, acting reasonably, direct the Supplier to provide documentary evidence supporting the Supplier's entitlement to payment of the whole or part of the amount claimed. Until such evidence is provided the Principal may assess the claim on the basis that the supporting documentation does not exist.
- 15.4 **(Entitlement to payment)** The Supplier shall only be entitled to payment for Services which are provided in accordance with the requirements of the Contract (including the warranties given and representations made in the Contract).
- 15.5 **(Amount due)** The Principal may deduct from any amount claimed by the Supplier under or in connection with the Contract (including for a breach of the Contract):
- (a) any amount which the Contract entitles the Principal to deduct; and

- (b) any other amount due and owing by the Supplier to the Principal.

The balance remaining after such deductions shall be due by the Principal to the Supplier or by the Supplier to the Principal as the case may be and shall be certified as such by the Principal within 15 Business Days after the invoice is received.

- 15.6 **(Due date for payment)** Subject to the Contract, the Principal shall pay the amount due to the Supplier (if any) including any applicable GST before the end of the Payment Period. If an amount is due from the Supplier to the Principal, the Supplier must pay that amount including any applicable GST within 25 Business Days of receiving written notification to this effect from the Principal.
- 15.7 **(Disputed Invoice)** If the Principal disputes an invoice issued by the Supplier:
  - (a) the Principal will pay the undisputed portion of the relevant invoice (if any) less any deductions provided for under clause 15.5 and dispute the balance; and
  - (b) if the resolution of the dispute determines that the Principal must pay an amount to the Supplier, the Principal will pay that amount upon resolution of that dispute.
- 15.8 **(No admission)** Payments made by the Principal to the Supplier are made on account only and do not constitute an admission that the Supplier is entitled to the payment made or that the Services and/or the Supplier Documents the subject of the payment have been provided, or any other obligation has been carried out, in accordance with the Contract.
- 15.9 **(Sole entitlement)** Except to the extent expressly provided otherwise in the Contract, payment of the Price shall be the Supplier's only entitlement to monetary compensation for the provision of the Services and compliance with the Supplier's other obligations under the Contract.
- 15.10 **(Liability for GST)** If GST is imposed on any supply made pursuant to the Contract, the amount payable for the supply is to be increased by the amount of that GST. Each Party agrees to do all things, including providing tax invoices and other documentation, that may be necessary or desirable to enable or assist the other Party to claim any input tax credit, adjustment or refund in relation to any amount of GST paid or payable pursuant to any supply made under or in connection with this Contract.
- 15.11 **(Recipient created tax invoices)** Where the Principal is the recipient of a taxable supply under this Contract the Principal may issue recipient created tax invoices or recipient created adjustment notes in respect of these supplies in accordance with the GST Law and direct the Supplier not to issue tax invoices or adjustment notes in respect of the same supplies.

## **16. LAW AND POLICIES**

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- 16.1 **(Compliance)** The Supplier must, and must ensure that its Personnel involved in the performance of the Services, comply with:
  - (a) all law, standards and codes of practice applicable to the Supplier, the Supplier's business or the Supplier's obligations under the Contract; and
  - (b) any applicable policies, guidelines, procedures and codes of the Principal which are identified in the Contract or which are publicly available or otherwise made known to the Supplier from time to time.
- 16.2 **(Change in law)** If a law:
  - (a) necessitates:
    - (i) a change to the Services;
    - (ii) a change in a fee or charge; or
    - (iii) the payment of a new fee or charge;

- (b) comes into effect after the date of the Contract and could not reasonably then have been anticipated by a competent contractor; and
  - (c) causes the Supplier to incur more or less cost than otherwise would have been incurred,
- then the Supplier may notify the Principal in writing of the law and the effect of it on the Supplier.

After the notice is given, the Parties shall attempt to agree on a change to either or both of the Services or the Price. If the Parties have not reached agreement within 45 Business Days after the notice is given, then either Party may give a notice of dispute pursuant to clause 29. Unless otherwise directed by the Principal, but notwithstanding the giving of a notice of dispute, the Supplier must continue to comply with its obligations under the Contract, including by making any payments or doing any things required to comply with the law.

## **17. WORK HEALTH AND SAFETY**

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**17.1 (Relationship of obligations)** The obligations in this clause 17 are in addition to, and not in substitution for, any other obligation of the Supplier:

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

Nothing in this clause 17 is intended to reduce or limit such other obligations and none of those other obligations shall be taken to reduce or limit the Supplier's obligations under this clause 17.

**17.2 (Primary obligations of Supplier and Personnel)** The Supplier must itself, and must ensure that its Personnel engaged in performing the Supplier's obligations under the Contract:

- (a) comply with all law (including the WHS Act and the WHS Regulation) and codes of practice relating to WHS that are in any way applicable to this Contract;
- (b) discharge the duties and comply with all relevant duties, obligations, standards and requirements under the WHS Act and WHS Regulation which are or may become applicable in connection with the Contract including any direction relating to WHS issued by the Regulator or any other Authority;
- (c) at all times identify and take all reasonably practicable steps to ensure health and safety of all persons who may be affected by the performance of the Supplier's obligations under the Contract;
- (d) consult with and co-operate with the Principal in relation to matters of WHS that the Principal (acting reasonably) considers the Supplier cannot resolve to the standard imposed by the WHS Act and the WHS Regulation and to cooperate and coordinate with the Principal to ensure any issues are resolved to that standard;
- (e) except where the Supplier is the principal contractor for a Site under the WHS Regulation, (in which case this clause 17.2(e) does not apply), comply with:
  - (i) the reasonable requirements of any third party appointed by the Principal as principal contractor for the Site; or
  - (ii) if no third party has been so appointed for the Site, the WHS policies and procedures and other WHS requirements of the Principal which are in any way applicable to this Contract for that Site.

**17.3 (Incident notification)** The Supplier must:

- (a) report any Notifiable Incidents to the Regulator within the specified time frame as per the WHS Act and WHS Regulation;



- (b) if any of the Supplier's Personnel are involved in an accident or other health and safety incident or otherwise suffer an injury in connection with the performance of the Services:
  - (i) immediately notify the Principal of the accident, incident or injury; and
  - (ii) within 3 Business Days of the accident, incident or injury (or such longer period as the Principal may agree) provide a report giving complete details of the incident, including results of the investigations into the causes, and any recommendations or strategies identified for the preventions in the future; and
  - (iii) cooperate and assist (and procure its Personnel to cooperate and assist) the Principal with any investigation by the Principal into any accident, injury or other health and safety incident in connection with the Contract.

**17.4 (Supplier's WHS systems) The Supplier:**

- (a) warrants and represents that it has adequate WHS systems in place having regard to the nature of its obligations under the Contract and any hazards specific to any Workplace at which an obligation under the Contract is to be carried out;
- (b) must inform the Principal of all its WHS policies, procedures or measures implemented for the performance of its obligations under this Contract;
- (c) must prepare and adopt WHS documentation which:
  - (i) addresses all the specific WHS hazards and issues relevant to the Supplier's obligations under the Contract which can be reasonably anticipated or ascertained at that time;
  - (ii) documents the system and control methods to be implemented for the performance of its obligations under the Contract,

and must update such documentation as required from time to time to ensure that it complies with clause 17.4(c);
- (d) must, where directed to do so by the Principal:
  - (i) prior to commencing the Services, submit the Supplier's WHS documentation (including the documentation required elsewhere under the Contract) to the Principal for review; and
  - (ii) within the time directed by the Principal, submit to the Principal for review any other WHS documentation that the Principal directs it to prepare,

and if the Principal notifies the Supplier that all or part of the WHS documentation is not suitable, at its cost amend and resubmit the relevant WHS documentation;
- (e) must, if the Principal at any time during the performance of the Supplier's obligations under the Contract requests the Supplier to review any of the WHS documentation, promptly and within the time required by the Principal, review any or all of the WHS documentation in accordance with the Principal's request and either:
  - (i) submit revised documentation to the Principal; or
  - (ii) provide written confirmation that the WHS documentation is appropriate to manage the risks associated with the Supplier's obligations under the Contract;
- (f) is not entitled to make any Claim (whether for additional costs or expense or an extension to the Time for Completion) in connection with its obligations under this clause.

- 17.5 **(Site specific induction)** Unless otherwise directed by the Principal, the Supplier must ensure that each of its Personnel working at the Site receives a site-specific induction and that each person visiting the Supplier or its Personnel at that Site receives a site-specific induction or is accompanied by someone who has received such an induction.

## **18. PROTECTION OF PROPERTY AND THE ENVIRONMENT**

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- 18.1 **(General)** The Supplier must and must ensure that to the extent applicable to them, its Personnel:

- (a) perform the Supplier's obligations under the Contract safely and in a manner that will prevent pollution, contamination or damage to property or the environment; and
- (b) take all measures necessary to protect property and the environment in the performance of its obligations under the Contract.

- 18.2 **(Rectification of damage)** The Supplier must promptly rectify:

- (a) any damage to any property which is caused by the Supplier or the Supplier's Personnel in connection with the performance of its obligations under the Contract;
- (b) any damage to any property, which occurs whilst the Supplier is responsible for its care (whether or not due to any act or omission of the Supplier).

The Supplier shall be entitled to claim the cost which it reasonably and necessarily incurs in making good any such damage to the extent that the negligent act or omission or Wilful Misconduct of the Principal or the Principal's Personnel caused or contributed to the damage and/or the Principal failed to act reasonably to mitigate the damage.

## **19. INDEMNITY**

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- 19.1 **(Indemnity)** To the extent permitted by law, the Supplier shall indemnify and keep indemnified the Principal and the Principal's officers, employees and related bodies corporate against:

- (a) any of the following:
  - (i) loss of or damage to property of the Principal (including Supplier Documents);
  - (ii) Claims by any person against the Principal in respect of personal injury or death, or loss of or damage to property of any party; and
  - (iii) Claims by any person against the Principal and any cost, expense, fine, penalty, damages or loss which may be imposed upon, suffered or incurred by the Principal,

to the extent caused or contributed to by the negligence or Wilful Misconduct of the Supplier or its Personnel in connection with the Contract and/or the breach of Contract by the Supplier; and

- (b) Claims by any person against the Principal and any cost, expense, fine, penalty, damages or loss which may be imposed upon, suffered or incurred by the Principal resulting from an infringement or alleged infringement of Intellectual Property Rights in connection with the Services by the Supplier or its Personnel,

but the indemnity will be reduced to the extent that the act or omission of the Principal or the Principal's Personnel caused or contributed to the cost, expense, fine, penalty, loss, damage, injury or death and/or the Principal failed to act reasonably to mitigate the cost, expense, fine, penalty, loss or damage.

- 19.2 **(Acceptance of benefit)** The Principal has informed its officers, employees and related bodies corporate and communicates acceptance on their behalf, of the Supplier's undertaking to indemnify under clause 19.1.

## **20. LIMITATION OF LIABILITY**

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20.1 **(Limit of liability)** To the extent permitted by law:

- (a) the aggregate liability of each Party to the other in respect of any Claim in connection with the Contract will not exceed that Party's Liability Limit;
- (b) neither Party shall be liable to the other for any loss of profits, loss of opportunity, loss of agreement or loss of business in connection with the Contract unless, and then only to the extent, that the Contract expressly provides for that liability.

20.2 **(Exceptions)** Clause 20.1 does not apply to:

- (a) liability of the Principal to pay the Price;
- (b) liability of either Party in connection with personal injury, or death or damage to property;
- (c) liability of a Party arising as a result of:
  - (i) an infringement of confidentiality or Intellectual Property Rights;
  - (ii) a deliberate breach or abandonment of the Contract;
  - (iii) Wilful Misconduct;
  - (iv) a breach of any law; or
  - (v) fraud or other criminal conduct,by that Party; or
- (d) liability of the Supplier which the Supplier:
  - (i) is entitled to recover under any insurance policy required to be effected under the Contract (up to the monetary limits for that insurance stated in the Contract) unless and then only to the extent that the Supplier uses all reasonable endeavours to, but does not actually, recover that liability; or
  - (ii) would have been entitled to recover under any insurance policy required to be effected under the Contract (up to the monetary limits for that insurance stated in the Contract) but for any act or omission of the Supplier or the existence of this clause 20,

and amounts referred to in subclauses (a), (b), (c) and (d) shall not be included in calculating whether the relevant Party's Liability Limit in clause 20.1(a) has been reached.

## **21. INSURANCE**

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21.1 **(Insurances to be effected and maintained)** The Supplier must effect the insurances stated in the Reference Schedule and any other insurance which the Supplier considers is necessary to protect its interests or which is required by law.

21.2 **(Period of insurance)** The insurance policies required under clause 21.1 must be maintained at all times from the date on which the Supplier commences the performance of its obligations under the Contract:

- (a) until 5pm on the later of:
  - (i) the date on which Completion is achieved; and

- (ii) the date on which the Supplier's obligations under the Contract are complete; and
  - (b) in respect of professional indemnity insurance only, for a period of 7 years after the date in clause 21.2(a).
- 21.3 **(Subcontractors)** The Supplier must ensure that any subcontractor, supplier or consultant of the Supplier has equivalent insurances to the extent that they are applicable to the part of the Services to be carried out by the subcontractor, supplier or consultant.
- 21.4 **(Evidence of insurance)** If requested by the Principal, the Supplier must provide the Principal with a copy of the relevant certificate of currency and other evidence reasonably required by the Principal of the Supplier's compliance with this clause 21. The Principal may suspend the Contract or withhold payment from the Supplier until such evidence is provided.
- 21.5 **(No implied limitation)** Nothing in this clause, nor the Supplier's compliance or non-compliance with it, shall be taken to limit or reduce the Supplier's liability under the Contract or at law.
- 21.6 **(Notification)** The Supplier must:
- (a) if any insurance policy required under the Contract is cancelled or the Principal's interest in respect of any of those policies is adversely affected, immediately notify the Principal's Representative of this;
  - (b) if any event occurs which may give rise to a claim involving the Principal under any policy of insurance to be effected by the Supplier under this clause 21:
    - (i) notify the Principal within 10 Business Days of that event; and
    - (ii) ensure the Principal is kept fully informed of any subsequent actions and developments concerning the relevant claim.

## **22. INSPECTIONS AND TESTS**

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- 22.1 **(Right to inspect and test)** The Principal may inspect and test, or engage a third party to inspect and test, any or all Services and Supplier Documents provided to ensure that the Services and the Supplier Documents comply with the Contract, including all warranties given and representations made by the Supplier in the Contract. Inspections or tests carried out by or on behalf of the Principal shall not relieve the Supplier of any obligation or liability under the Contract nor limit or waive any right of the Principal.
- 22.2 **(Cost)** If an inspection or test undertaken by or on behalf of the Principal reveals a failure by the Supplier to comply with the Contract, then the costs reasonably incurred by the Principal in undertaking the inspection or test shall be a debt due and payable by the Supplier to the Principal.

## **23. HANDLING OF INFORMATION**

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- 23.1 **(Obligation of confidence)** A Party must not use the other Party's Confidential Information for any purpose other than complying with its obligations or exercising its rights in connection with the Contract ("Permitted Purpose"). A Party may not disclose the other Party's Confidential Information to a third party other than in the Exceptional Circumstances. The Parties must take reasonable steps to prevent the unauthorised disclosure to or use by any other person, firm or company of the Confidential Information.
- 23.2 **(Breach of Confidence)** If a Party becomes aware of a suspected or actual breach of clause 23.1, that Party must immediately notify the other Party and take reasonable steps required to prevent, stop or mitigate the extent of the breach. The Parties acknowledge that damages will not be an adequate remedy for such a breach.
- 23.3 **(Return of Confidential Information)** Subject to this clause 23, the Disclosee of Confidential Information must return or destroy (at the Discloser's discretion) all Confidential Information and

- material containing Confidential Information when it is no longer required by the Disclosee for the Permitted Purpose or when otherwise directed by the Discloser. The Disclosee may, subject to its continuing obligation to comply with this clause 23, keep such copies as are required to comply with any law or to comply with its reasonable corporate governance requirements for so long as is necessary to satisfy those requirements.
- 23.4 **(Personnel)** The Parties must make every reasonable effort to ensure that only its Personnel that have a need to know any Confidential Information for the Permitted Purpose are permitted to access and use the other Party's Confidential Information and its Personnel are aware of and comply with the obligations of confidentiality in this clause 23.
- 23.5 **(Collection of information by the Supplier)** If the Supplier collects or has access to Personal Information as that term is defined in the *Information Privacy Act 2009* (Qld) in order to carry out its obligations under the Contract, the Supplier must comply with Parts 1 and 3 of Chapter 2 of that Act in relation to the discharge of its obligations under this Contract as if the Supplier was the Principal. Where the Principal consents to the Supplier subcontracting the whole or part of the Supplier's obligations under this Contract, the Supplier must ensure that any subcontract with a subcontractor that will collect or have access to Personal Information contains a clause requiring the subcontractor to acknowledge and agree that it is a 'bound contracted service provider' as that term is defined in the *Information Privacy Act 2009* (Qld).
- 23.6 **(Collection of information by the Principal)** The Principal collects Personal Information and other information in connection with the Contract so that it can properly administer the Contract and otherwise carry out its functions as a local government authority. The Principal is authorised to collect this information under the *Local Government Act 2009* (Qld) and the *Local Government Regulation 2012* (Qld) and other law. The information will be accessible by Personnel of the Principal engaged to assist the Principal in connection with the Contract or otherwise carrying out the functions of the Principal. Information may also be disclosed as otherwise permitted under the Contract or at law, including under the *Local Government Regulation 2012* (Qld) and the *Right to Information Act 2009* (Qld).
- 23.7 **(Right to Information)** The Supplier acknowledges that:
- (a) the *Right to Information Act 2009* (Qld):
    - (i) provides members of the public with a legally enforceable right to access documents held by Queensland Government agencies (including the Principal);
    - (ii) requires that documents be disclosed upon request, unless the documents are exempt or on balance, disclosure is contrary to public interest; and
  - (b) information provided by the Supplier in connection with the Contract is potentially subject to disclosure to third parties, including information marked as confidential;
  - (c) the Principal will assess any application for disclosure in accordance with the terms of the *Right to Information Act 2009* (Qld).
- 23.8 **(Media)** The Supplier must not, either on its own account or in conjunction with other parties, issue any publication, advertisement, document, article or information whether oral or written, in connection with the Contract in any media without the prior approval of the Principal.

## 24. INTELLECTUAL PROPERTY

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- 24.1 **(Background IP)** Background IP of a Party shall remain the exclusive property of that Party. The Principal grants the Supplier a revocable, royalty free, non-exclusive, non-transferable licence to use the Principal's Background IP strictly for the purpose of complying with the Supplier's obligations under the Contract and for no other purpose. The Supplier grants the Principal an irrevocable, royalty free, non-exclusive, non-transferable licence to use, copy, reproduce, modify and adapt the Supplier's Background IP for any purpose for which the Services are provided and for the purpose of complying with the Principal's obligations and exercising the Principal's rights in connection with the Contract. Each Party warrants and

represents to the other that the use of the Party's Background IP will not infringe any Intellectual Property Rights of a third party.

24.2 **(Project IP - Alternative 1)** If the Reference Schedule provides that Project IP vests in the Principal, then:

- (a) Project IP vests on creation in and is the exclusive property of the Principal;
- (b) to the extent (if any) that clause 24.2(a) does not vest Project IP in the Principal, the Supplier assigns all right, title and interest in the Project IP to the Principal; and
- (c) the Principal grants the Supplier a revocable, royalty free, non-exclusive, non-transferable licence to use the Project IP to the extent necessary to enable the Supplier to comply with the Supplier's obligations under the Contract and for no other purpose.

24.3 **(Project IP - Alternative 2)** If the Reference Schedule provides that Project IP vests in the Supplier, Project IP vests in the Supplier on creation and the Supplier grants the Principal an irrevocable, royalty free, non-exclusive, non-transferable licence to use, copy, reproduce, modify and adapt the Project IP for any purpose for which the Services are provided and for the purpose of complying with the Principal's obligations and exercising the Principal's rights in connection with the Contract.

24.4 **(Moral Rights consent)** If the Reference Schedule provides that a Moral Rights consent is required then:

- (a) the Principal may do anything which would, but for this clause, constitute an infringement of the Moral Rights of the Supplier or any of its Personnel in the Background IP or the Project IP; and
- (b) the Supplier must procure, and on request by the Principal provide to the Principal a copy of, a written consent to this effect from each of its Personnel that is the author of any Supplier Documents.

24.5 **(Warranty and representation by Supplier)** The Supplier warrants and represents that:

- (a) it has the necessary rights to exercise any Intellectual Property Rights that it uses to provide the Services, or to assign or license the Supplier's Background IP and Project IP in accordance with this clause 24;
- (b) it has not infringed and will not infringe any Intellectual Property Rights of a third party in connection with the performance of its obligations under the Contract; and
- (c) except to the extent that the infringement is caused by the Supplier's incorporation of the Principal's Background IP, the Project IP and the Principal's use of the Project IP for a purpose stated in or to be reasonably inferred from the Contract will not infringe the Intellectual Property Rights of a third party.

## 25. NON-CONFORMANCE

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25.1 **(Non-conformance)** Where any of part of the Services provided by the Supplier does not conform strictly to the requirements of the Contract or the Supplier fails to comply with any other obligation of the Supplier under the Contract, the Principal may, in addition to or as an alternative to exercising its rights under clause 28, exercise the rights provided in clause 25.2.

25.2 **(Principal's rights)** Where permitted by clause 25.1, the Principal may:

- (a) direct the Supplier to provide a detailed proposal as to how the Supplier proposes to rectify the non-conformance and the time within which such a proposal is to be provided; or
- (b) whether or not the Principal has given a direction under clause 25.2(a), direct the Supplier to rectify the non-conformance or failure, including by:

- (i) performing or reperforming any non-conforming Services; and/or
- (ii) replacing non-conforming Supplier Documents,

at the Supplier's expense and within the timeframes reasonably directed by the Principal.

25.3 **(Step-in rights)** Where the Supplier fails to comply with a direction under clause 25.2(a) or 25.2(b), the Principal may:

- (a) after giving at least 5 Business Days written notice to the Supplier (except in the case of emergency, in which case no notice is required), take any of the steps contemplated by clause 25.2(b) itself or engage a third party to do so; or
- (b) accept the non-conformance or failure and adjust the Price as if the Principal had directed a Variation for the non-conformance or failure.

25.4 **(Costs)** The cost reasonably incurred by the Principal in connection with any action taken pursuant to clauses 25.2 or 25.3 so shall be a debt due and owing by the Supplier to the Principal.

25.5 **(Timing)** The rights given to the Principal under clauses 25.2 or 25.3 may be exercised at any time up to 12 months after the later of:

- (a) the date on which the Services or Supplier Documents were provided by the Supplier; and
- (b) Completion.

25.6 **(Application of clause)** For clarity, this clause 25 shall apply to all Services and Supplier Documents provided or to be provided, under the Contract, including Services and Supplier Documents provided in compliance with a direction under clause 25.2(b).

## **26. SUSPENSION**

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26.1 **(Right to suspend)** The Principal may direct the Supplier to suspend the performance of the whole or part of the Supplier's obligations under the Contract at any time and for any reason and may direct the Supplier to recommence performing those obligations by giving written notice to the Supplier. The Supplier must not suspend the performance of its obligations under the Contract without the prior written consent of the Principal.

26.2 **(Costs of suspension)** If the suspension is directed due to any act or omission of the Supplier or its Personnel (including a breach of the Contract by the Supplier) then the Supplier shall bear the costs of the suspension. Otherwise, the Principal shall be liable for the direct costs which the Supplier demonstrates it has reasonably, necessarily and not prematurely incurred by reason of the suspension and which the Supplier demonstrates it cannot reasonably mitigate.

## **27. FORCE MAJEURE**

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27.1 **(Notification of Force Majeure)** If either Party is rendered unable wholly or in part by Force Majeure to carry out any of its obligations under the Contract (other than an obligation to make a payment of monies), that Party ('the Affected Party'), shall give to the other Party prompt written notice of such Force Majeure detailing the particulars of the Force Majeure and to the extent that it is ascertainable at the time of giving the notice, the extent to which it will be unable to perform or be delayed in performing its obligations.

27.2 **(Suspension)** On the giving of a notice under clause 27.1, the obligations of the Affected Party detailed in the notice shall be suspended for the duration of the Force Majeure.

27.3 **(Mitigation)** The Affected Party shall use all reasonable diligence to mitigate the effect of the Force Majeure on its obligations as quickly as possible. The Affected Party must notify the other Party as soon as it is no longer affected by such Force Majeure.

27.4 **(Industrial relations)** Clause 27.3 does not require the settlement of strikes, lockouts or other labour difficulties by the Affected Party on terms contrary to its wishes. The manner in which all such difficulties shall be handled shall be entirely within the discretion of the Affected Party.

27.5 **(Principal's rights)** Where the Supplier gives a notice under clause 27.1, the Principal may at its election:

- (a) itself perform, or engage others to perform the obligations which the Supplier is unable to perform and may continue to perform such obligations until the later of the time that the Principal is reasonably satisfied that the Supplier is able to resume performance of those obligations and the time at which any interim arrangements put in place by the Principal are able to be reasonably brought to an end;
- (b) take such other action as the Principal, acting reasonably, considers appropriate.

The cost incurred by the Principal in exercising these rights shall be borne by the Principal.

27.6 **(Termination)** If Force Majeure extends for a period of greater than 20 consecutive Business Days then the Principal may terminate the Contract immediately by giving written notice to the Supplier.

## **28. TERMINATION, DEFAULT AND INSOLVENCY**

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28.1 **(Termination for convenience)** The Principal may at any time and for any reason in its absolute discretion terminate the Contract by giving 25 Business Days written notice to the Supplier.

28.2 **(Notice to show cause)** If a Party ("the defaulting Party") commits a Substantial Breach of the Contract, then the other Party may give the defaulting Party a notice to show cause. The notice to show cause must state:

- (a) that it is a notice to show cause under clause 28.2;
- (b) the alleged Substantial Breach;
- (c) that the defaulting Party is required to show cause in writing why the other Party should not exercise a right referred to in clause 28.3 or clause 28.4 (as the case may be);
- (d) the date and time by which the defaulting Party must show cause (which must be a reasonable period taking into account the nature of the breach); and
- (e) where applicable, the place at which cause must be shown.

28.3 **(Principal's rights)** If:

- (a) the Supplier is subject to an Insolvency Event;
- (b) the Supplier commits a Substantial Breach which is incapable of remedy; or
- (c) by the time specified in a notice to show cause given by the Principal to the Supplier under clause 28.2, the Supplier fails to show reasonable cause why the Principal should not exercise a right under this clause 28.3,

the Principal may by giving written notice to the Supplier:

- (i) to the extent permitted by law, immediately terminate this Contract; or
- (ii) permanently or temporarily take the whole or any part of the obligations of the Supplier remaining to be completed pursuant to the Contract (including the obligation to remedy the default) out of the hands of the Supplier and may itself perform those obligations or engage a third party to do so on the Principal's behalf, in which case:



- (A) the Supplier shall not be entitled to any further payment in respect of the obligations taken out of the Supplier's hands;
- (B) the Supplier must continue to perform any obligations under the Contract that were not taken out of the Supplier's hands;
- (C) the Principal or the third party so engaged may enter the Site and any relevant premises of the Supplier and use all of the Supplier's plant, equipment and materials as may be necessary to perform the obligation;
- (D) the Principal may, on the giving of reasonable notice, require the Supplier to resume the performance of the obligations of the Supplier under the Contract which were taken out of the hands of the Supplier if the Supplier ceases to be subject to an Insolvency Event or the Principal is otherwise of the view that the Supplier is capable of continuing to perform its obligations under the Contract in accordance with the Contract; and
- (E) if the costs incurred by the Principal in performing the obligations or engaging a third party to do so are greater than the costs which would have been incurred had the Supplier performed the obligation then the difference shall be a debt due and owing by the Supplier to the Principal and may be deducted from payments otherwise owing to the Supplier. Until such costs are incurred, the Principal may deduct the estimated costs from payments to the Supplier.

**28.4 (Supplier's rights) If:**

- (a) the Principal commits a Substantial Breach which is incapable of remedy; or
- (b) by the time specified in a notice to show cause given by the Supplier to the Principal under clause 28.2, the Principal fails to show reasonable cause why the Supplier should not exercise a right under this clause 28.4,

the Supplier may at its election:

- (i) suspend the whole or part of the Services (but only after ensuring that the Site is left in a secure and safe condition); or
- (ii) if the breach is not capable of remedy, terminate the Contract by giving written notice to the Principal.

If the Supplier suspends the whole or part of the Services under this clause 28.4, the Supplier shall lift the suspension if the Principal remedies the breach but if, within 45 Business Days after the suspension, the breach is not remedied and the Principal fails to make other arrangements to the reasonable satisfaction of the Supplier, then the Supplier may terminate the Contract by giving written notice to the Principal.

**28.5 (Consequences of termination) If the Contract is terminated by either Party for any reason, then:**

- (a) unless otherwise directed by the Principal, the Supplier must secure the Site in a safe and proper manner and remove all of its Personnel, plant and equipment from the Site within 5 Business Days of the date of termination;
- (b) the Principal may carry out any obligation of the Supplier which has not been carried out and completed as at the date of termination itself or engage others to do so on the Principal's behalf; and
- (c) the Principal shall, subject to the Contract, pay the Supplier:

- (i) the amount which the Supplier is entitled to be paid under the Contract for Services provided by the Supplier in accordance with the Contract up to and including the date of termination; and
- (ii) if the termination is solely due to the act or omission of the Principal, without any fault on behalf of the Supplier, the amount of any other direct costs which the Supplier demonstrates it cannot reasonably mitigate and which the Supplier has reasonably, necessarily and not prematurely incurred:
  - (A) prior to the termination in the expectation of completing its obligations under the Contract; or
  - (B) as a direct consequence of the termination,

except that the total amount payable to the Supplier under the Contract shall not under any circumstances exceed the amount to which the Supplier would have become entitled to be paid had the Contract not been terminated and the Supplier had completed those obligations itself.

- 28.6 **(Effect on other rights)** To the extent permitted by law, the Supplier shall not be entitled to any monetary compensation in respect of the termination of the Contract by either Party or the Principal taking obligations out of the hands of the Supplier other than as expressly provided in this clause 28. Nothing in this clause 28 shall prejudice the Principal's right to claim and recover damages for breach of contract by the Supplier.

## 29. DISPUTE RESOLUTION

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- 29.1 **(Mandatory process)** Unless otherwise stated in this Contract, any dispute between the Parties must be resolved in accordance with this clause 29.
- 29.2 **(Notice of dispute)** If a Party considers that a dispute has arisen between the Parties in connection with this Contract, then the Party must give written notice to the other, setting out the particulars of the dispute and stating that the notice is given under this clause 29. Unless the Parties otherwise agree in writing, the notice shall be delivered by hand or registered post.
- 29.3 **(Initial conference)** If a Party gives written notice to the other of a dispute under the Contract, representatives of the Parties shall promptly confer to attempt to resolve the dispute.
- 29.4 **(Mediation)** If the dispute is not resolved within 10 Business Days after the giving of the notice (or such longer period as may be agreed by the Parties) a Party may by written notice to the other Party refer the dispute for mediation in accordance with the Mediation Rules of the Resolution Institute. The mediation must be conducted by a mediator to be appointed by agreement of the Parties or in default of agreement to be appointed by the President of the Queensland Law Society or his nominee at the request of a Party.
- 29.5 **(Legal proceedings)** If the dispute is not resolved within 20 Business Days after the appointment of the mediator any Party may take legal proceedings to resolve the dispute.
- 29.6 **(Urgent relief)** This clause 29 does not prevent any Party from taking any steps under any law out of which the Parties cannot contract or obtaining any injunctive, declaratory or other interlocutory relief from a Court which may be urgently required.
- 29.7 **(Obligation to continue)** Notwithstanding the existence of a dispute, the Parties shall, subject to clauses 26, 27 and 28 continue to perform the Contract.

## 30. CLAIMS

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- 30.1 **(Claims pursuant to the Contract)** The Principal shall not be liable upon any Claim by the Supplier for an extension of time, an adjustment to the Price (including due to a Variation) or other monetary compensation pursuant to the Contract unless the Supplier has complied with the requirements in the Contract for notifying the Principal of and making such a claim.

## 31. INTERPRETATION

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- 31.1 **(Headings)** Headings are for reference purposes only and must not be used in interpretation.
- 31.2 **(No limitation)** The words 'include', 'includes' and 'including' are not words of limitation. Where the Contract provides that the Principal 'may' do something the Principal is not obliged to do that thing and is not prevented from doing any other thing.
- 31.3 **(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.
- 31.4 **(Law)** A reference to 'law' includes all:
- (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 Supplier or the Contract or which are otherwise in force at any place where an obligation under the Contract is carried out, as introduced, amended or replaced from time to time.
- 31.5 **(Other references)** A reference to:
- (a) a person includes any other legal entity and a reference to a legal entity includes a person;
  - (b) a clause is to a clause in the Contract unless expressly stated otherwise;
  - (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.
- 31.6 **(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 Contract expires on a day which is not a Business Day, the period shall expire at the end of the next Business Day. A reference to a day, week or month means a calendar day, week or month.
- 31.7 **(Indemnities)** Each indemnity provided in the Contract is a continuing indemnity which survives the expiration or termination of the Contract. The Principal need not incur any expense or make any payment in order to rely on an indemnity.
- 31.8 **(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.
- 31.9 **(Severance)** If a provision of the Contract is void or unenforceable it must be severed from the Contract and the provisions that are not void or unenforceable are unaffected by the severance.

## 32. GENERAL PROVISIONS

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- 32.1 **(Costs)** Each Party must pay its own costs and expenses incurred in negotiating, executing, stamping, registering and performance of the Contract.
- 32.2 **(Joint and several obligations)** To the extent permitted by law, if either Party consists of two or more persons the Contract binds such persons and their respective executors, administrators,

- successors and permitted assigns jointly and severally, and any obligation incurred in favour of that Party may be enforceable by each person comprising that Party severally.
- 32.3 **(Governing law)** The Contract is governed by the law of Queensland and the law of the Commonwealth of Australia in force in Queensland. The Parties submit to the jurisdiction of the Courts of Queensland, relevant Federal Courts and Courts competent to hear appeals from them.
- 32.4 **(Binding on successor)** The Contract shall be for the benefit of and binding upon the Parties and their heirs, executors, successors and permitted assigns.
- 32.5 **(Further assurance)** The Parties must execute and deliver all documents and must do all things as are necessary for the complete performance of their respective obligations under the Contract.
- 32.6 **(Service of notices)** A notice or other communication shall be deemed to have been given and received upon the earlier of actual receipt, or delivery to a Party's representative at the address or email address stated in the Reference Schedule or as last notified in writing by the receiving Party, but a notice or communication sent only by email shall not be deemed to have been given and received if:
- (a) the sender receives a notification from the email system of the sender or the intended recipient which indicates that the email cannot be read by the intended recipient; or
  - (b) the intended recipient demonstrates that the notice or communication could not be legibly displayed by the intended recipient's email system at that time.
- 32.7 **(Waiver)** No waiver by a Party of a provision of the Contract is binding unless made in writing. Any waiver is limited to the particular instance and does not affect the subsequent enforceability of the provision.
- 32.8 **(Amendments)** This Contract may only be amended by written agreement executed by or on behalf of each Party.
- 32.9 **(Consent)** Any consent of the Principal under the Contract may be given, withheld or given subject to conditions at the absolute discretion of the Principal.
- 32.10 **(Discrepancy or inconsistency)** Where there is a discrepancy or inconsistency between any obligation of the Supplier under the Contract, the Supplier must notify the Principal in writing of the discrepancy or inconsistency. If the discrepancy or issue cannot be resolved using the order of precedence under clause 2.3 then unless otherwise directed by the Principal, the Supplier must comply with the highest or most onerous requirement.
- 32.11 **(Cumulative rights and obligations)** The rights and remedies of a Party provided in the Contract are in addition to the rights or remedies conferred on the Party elsewhere in the Contract, at law or in equity. Compliance with a clause of the Contract will not relieve the Supplier of any other obligation under the Contract, at law or in equity. The exercise by the Principal of a right provided in the Contract shall not invalidate or constitute a repudiation of the Contract.
- 32.12 **(Electronic execution)** The Contract may be executed in any number of counterparts and when executed communication of the fact of execution to the other Party may be made by sending evidence of execution by email. For clarity, the Parties consent to the Contract being executed electronically using DocuSign or an equivalent electronic method to identify the Parties.
- 32.13 **(Current versions)** Except to the extent otherwise provided in the Contract, where the Contract includes or incorporates by reference any standard, plan, requirement, code, guideline, policy, standard drawing or standard specification then the Supplier must comply with the version of that standard, plan, requirement, code, guideline, policy, standard drawing or standard specification which is current as at the date of the Contract, and the sums, rates or prices in the Contract shall be deemed to have allowed for compliance with that version.

- 32.14 **(Clauses to survive termination)** In addition to any other clauses which may be found to survive termination, clauses 19, 20, 21.2(b), 23, 24, 28.5, 28.6 and 30 survive the expiration or earlier termination of the Contract.

## Schedule 1 - Scope and Price

[Scope and Price to be inserted into execution copy of Contract]

# Execution

## EXECUTION BY THE PRINCIPAL

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

.....  
Signature of witness

.....  
Name of witness (block letters)

.....  
Date

)

)

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.....  
Signature of authorised representative

.....  
Name of authorised representative

.....  
Date

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

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

.....  
Director

.....  
Name (block letters)

.....  
Date

)

)

)

)

)

)

)

)

)

)

)

)

)

.....  
Director/Secretary

.....  
Name (block letters)

.....  
Date

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

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

.....  
Signature of witness

.....  
Name of witness (block letters)

.....  
Date

)

)

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)

)

.....  
Signature

.....  
Name of authorised representative

.....  
Date



## PART 5: SCOPE

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DAWSON DON DEE RIVER CATCHMENT FLOOD STUDY

CONTRACT NO: T2526.17



## 1. INTERPRETATION AND DEFINITIONS

---

- 1.1 **(Documents comprising this Scope)** The Scope comprises the following documents:
- **General Specification**
  - **Technical Brief**
  - **Hydrological Assessment Report**
  - **Pricing Schedule**
- 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**

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- 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;
- 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)

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DAWSON DON DEE RIVER CATCHMENT FLOOD STUDY

CONTRACT NO: T2526.17

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# General Specification

## 1. THE SPECIFICATION

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- 1.1 **(Documents comprising the specification)** The specification comprises the following documents:
- (a) this General Specification;
- 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;

## General Specification

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

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

- 3.5 **(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;



## General Specification

- (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.

3.6 **(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.

3.7 **(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.

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

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

# General Specification

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

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

4.4 **(Direction by Principal or Superintendent)** The Principal shall not be bound by any verbal advice given or information furnished by any Personnel of the Principal or Superintendent in respect of the Contract. The Contractor must not accept instructions from any person other than the Superintendent and/or the Superintendent's Representative. The Contractor acknowledges and agrees that its obligations and liabilities in connection with the Contract are not affected by any:

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

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

## General Specification

Superintendent in writing, if doing so will affect a warranty, representation or obligation of the Contractor under the Contract.

- 4.5 **(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

---

- 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.

## General Specification

- 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) Nil
- 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.

## General Specification

- 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

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- 8.1 **(Location)** The Site is identified in the **Technical brief**.
- 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	Clause 9 of this General Specification
(B)	Stakeholder Management Plan	Clause 100 of this General Specification
(C)	WHS plan and other WHS documentation (including, if applicable, evidence of payment of fees and lodgement of notice appointing Contractor as principal contractor)	Clause 12A of the General Conditions of Contract
(D)	Quality management plan	Clause 11.2 of this General Specification
(E)	Inspection and test plan	Clause 11.3 of this General Specification
(F)	Dilapidation survey	Clause 12.62.6 of this General Specification
(G)	Environmental management plan	Clause 18.2 of this General Specification
(H)	Erosion and sediment control plan	Clause 18.3 of this General Specification
(I)	Biosecurity risk management plan	Clause 19.20 of this General Specification
(J)	Cultural heritage plan	Clause 23.2 of this General Specification
(K)	Compliance Plan	Clause <b>Error! Reference source not found.</b> 3.2 of this General Specification
(L)	Security in the form required by the Contract	Clause 5 and Annexure Part A of the General Conditions of Contract

## General Specification

(M)	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
(N)	Evidence of insurance	Clause 19 of the General Conditions of Contract

- 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).
  - (c) All workers and personal onsite receive council online induction
- 8.4 **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) Contractor can only gain access to the site (possession of site) from the 18<sup>th</sup> September 2025 till 16<sup>th</sup> February
- 8.5 **(Locations within Site)** The Contractor must ensure that all plant, equipment, materials, temporary workshops, stores, and offices are kept within the confines of the Site at locations approved by the Superintendent.
- 8.6 **(Unauthorised entry to site)** The Contractor must use all reasonable endeavours to prevent any unauthorised entry to the Site.
- 8.7 **(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.
- 8.8 **(Signage)** No signage is to be placed on the Site or the perimeter (other than safety signage) without the prior written consent of the Superintendent.
- 8.9 **(Deliveries)** The Contractor is responsible for delivery and unloading of all goods, equipment and other materials used in WUC (including any such materials used by subcontractors), providing space for the storage of the materials, handling the materials, and checking that the materials comply with the requirements of the Contract.
- 8.10 **(Site office)** The Contractor is to provide an office at the Site for the exclusive use of the Superintendent and the Superintendent's Representatives. The office is to be suitable for Site meetings and accommodate a minimum of eight (8) people. Appropriate furniture including a desk, table, eight (8) meeting chairs, fridge, air conditioning and all associated services are to be provided by the Contractor.
- 8.11 **(Setting out)** The Contractor's attention is drawn to clause 26 of the General Conditions of Contract. The Contractor must:

## General Specification

- (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 **(Connection of new sewer mains to existing mains)** The Contractor shall undertake all connections to sewer infrastructure to the extent indicated in the specifications and drawings forming part of the Contract. The Contractor shall liaise with the Principal prior to any such Work so arrangements can be made for any required flow control and shutdowns. The Contractor must give the Superintendent written notice of the date of any proposed shut-down at least 20 Business Days prior to the shutdown. The Contractor must give the Superintendent the Contractor's proposed methodology at least 10 Business Days prior to the shutdown. Any costs reasonably and necessarily incurred by the Principal arising out of or in connection with a failure by the Contractor to comply with these timeframes shall be certified by the Superintendent as a debt due and payable by the Contractor to the Principal.
- 8.16 **(Public utilities and other assets)** Without limiting the Contractor's obligations under clause 15 of the General Conditions of Contract, the Contractor must use all reasonable endeavours to identify, locate, and prevent damage to overhead public utility lines, surface drainage works, underground pipes, conduits, and cables in the vicinity of The Works. If the Contractor or any of its Personnel damage any such assets, then:
- (a) the Contractor must immediately report such damage to the owner of the asset and the Superintendent; and
  - (b) comply with the requirements of the owner of the asset (including by paying for any required repairs or renewals).

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

- 8.17 **(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

## General Specification

upon any Claim in connection with excavation, disposal of materials or replacement of materials irrespective of materials or conditions encountered at the Site.

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

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

**8.19 (Private property)** The Contractor must ensure that all Personnel of the Contractor that enter Private Property in connection with WUC:

- (i) have all appropriate qualifications, skills, and training to exercise a power or perform a responsibility under Chapter 5, Part 2, Division 2 of the *Local Government Act 2009* (Qld);
- (ii) do not exercise any power or perform a responsibility under Division 2, Chapter 5 of the *Local Government Act 2009* (Qld) unless the Contractor's Personnel are authorised as local government workers (as that term is defined in the *Local Government Act 2009* (Qld)) ('Local Government Worker') by the Principal; and
- (iii) comply with all obligations of a Local Government Worker imposed under the *Local Government Act 2009* (Qld).

## 9. PROGRAM

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**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.



## General Specification

- 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 **(Constraints to Program)** The following information is to be taken into account when preparing Programs:
- (a) Contractor can only gain access to the site (possession of site) from the 18<sup>th</sup> September 2025 till 16<sup>th</sup> February
- 9.4 **(Approval of Program)** The approval of, or permission to adopt, a Program by the Superintendent will not relieve the Contractor of any of its obligations under the Contract, including the obligation to not, without reasonable cause, depart from an earlier approved Program.
- 9.5 **(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

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- 10.1 **(Workshop and plan)** The Contractor shall:
- (a) convene a workshop with the Principal, Superintendent, and the Contractor to identify all stakeholders on the project and to agree protocols for communications between stakeholders and the various parties of the Contract;
  - (b) develop a stakeholder management plan based on the outcome of the workshop and the requirements of this clause; and
  - (c) obtain and comply with the Superintendent's Direction regarding the plan pursuant to subclause 8.3 of the General Conditions of Contract.
- 10.2 **(Notice to Superintendent)** With respect to notification, the *Contractor* shall give the Superintendent a minimum of 15 business days' written notice of changes in traffic movements or any Work impacting individual property owners or businesses. The notice shall be clearly titled 'Notice of Changes in Traffic Movements' or 'Notice of Any Works Impacting Individual Property Owners or Businesses' and contain the following information:
- (a) title of notice;
  - (b) start and finish dates of Work;
  - (c) purpose of communications;
  - (d) type and length of interruption;

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- (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.
- 10.3 **(Notice to stakeholders)** The Principal shall be responsible for undertaking public notification distributing through their normal channels. The Contractor shall be responsible for hand delivering written notices prepared by the Principal to individuals impacted and must do so not later than 5 Business Days prior to commencing the Works. The Contractor shall also send a copy of the written notice via registered post 5 Business Days prior to commencing The Works with a covering letter confirming the dates and times the written notice was hand delivered.
- 10.4 **(Sign board)** The Contractor must provide a sign board comprising the following information, at the entrance to the Site or as required:
- (a) Contractor's name;
  - (b) Contractor's postal address; and
  - (c) Site supervisor's name and 24-hour contact number.
- 10.5 **(Complaints)** With respect to complaints, the Contractor shall:
- (a) maintain a record of any complaints received from any stakeholder or the public, including documentary evidence that complaints have been addressed and attended to, to the satisfaction of the Superintendent; and
  - (b) discuss all complaints with the Superintendent promptly after being made aware of it and follow any directions of the Superintendent in relation to the complaint.

## 11. QUALITY MANAGEMENT SYSTEM

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- 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;

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- (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.

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- 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:

- (a) As per technical specification clause 26, Hold Point
- (b) Any other time as required by the Principal and Superintendent

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

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- 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 discussion for	Time meetings for	Required attendees
(a)	Pre-start meeting	WUC inclusive	Prior to commencement of WUC at the Site	Contractors Rep
(b)	Weekly Progress Meeting	WUC inclusive	At the site or Banana Shire Council office	Contractors Rep

- 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) Accurate Survey conformance records
  - (ii) As constructed records

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- (iii) Lot control & ITPs per activity

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)	Informed by the Principal

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) All of site/WUC within site perimeter fencing
- (b)

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) Level conformance documentation;

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- 13.2 **(Cash flow projection)** Within 3 days after submitting a tax invoice for payment, the Contractor must provide an updated cash flow projection schedule for the balance of WUC remaining at the end of each month, including revised cash flow projection based on approved progress claims and total cost to date.
- 13.3 **(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. PROJECT TRUSTS AND RETENTION TRUSTS

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- 14.1 **(Definitions)** Terms used in this clause 14 which are not separately defined in the Contract have the same meaning as is attributed to them in Chapter 2 of the Security Of Payment Legislation.
- 14.2 **(Compliance)** Nothing in this clause shall be taken to limit the Contractor's obligations under Chapter 2 of the Security Of Payment Legislation. The Contractor must provide all information

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and documentation that the Superintendent reasonably directs in connection with the Contractor's compliance with this clause.

**14.3 (Project trust account)** The Contractor must:

- (a) open and maintain a Project Trust Account; and
- (b) give to the Superintendent and Principal all notices which the Security Of Payment Legislation requires the Contractor to give in connection with a Project Trust.

**14.4 (Retention trust account)** The Contractor must:

- (a) open and maintain a Retention Trust Account; and
- (b) give to the Superintendent and Principal all notices which the Security Of Payment Legislation requires the Contractor to give in connection with a Retention Trust.

**14.5 (Variation to contract)** If at the Date Of Acceptance Of Tender:

- (a) the Contractor is not required to open and maintain a Project Trust Account but subsequently becomes required to do so under the Security Of Payment Legislation; or
- (b) the Contractor is not required to open and maintain a Retention Trust Account but subsequently becomes required to do so under the Security Of Payment Legislation,

the Contractor must give the Superintendent and Principal written notice of that changed requirement within 5 Business Days of the date on which the Contractor becomes aware, or ought to have become aware of the changed requirement and must comply with clauses 14.4 and or 14.5 as the case may be.

**14.6 (Substantial breach)** In addition to other acts or omissions which constitute a Substantial Breach of the Contract, Substantial Breaches include the Contractor failing to

- (a) establish a project trust account as required by the security of payment legislation, in breach of clause 14.3;
- (b) establish a retention trust account as required by the security of payment legislation, in breach of clause 14.4;
- (c) comply with an obligation of the Contractor set out in Part 2, Divisions 4 and 5 of Chapter 2 of the security of payment legislation;
- (d) comply with an obligation of the Contractor set out in Part 3, Divisions 4 and 5 of Chapter 2 of the security of payment legislation.

## **15. PRINCIPAL SUPPLIED INFORMATION**

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

- (a) the following information or documents:
- (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,

## General Specification

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

15.2 **(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.

15.3 **(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.

### 16. CONFIDENTIAL INFORMATION

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

- (a) the Contract;

### 17. SAFETY

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17.1 **(Relationship to General Conditions of Contract)** The Contractor's attention is drawn to clause 12A of the General Conditions of Contract. Nothing in clause 17 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.

17.2 **(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.

17.3 **(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



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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.

### 17.4 (Safety audit) The Contractor must:

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

### 17.5 (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.

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## 18. ENVIRONMENTAL PROTECTION

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18.1 **(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.

18.2 **(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.

18.3 **(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

## General Specification

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.

### 18.4 **(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.

### 18.5 **(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.

## 19. **BIOSECURITY MANAGEMENT**

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### 19.1 **(Definitions)** In this clause:

## General Specification

- (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).
- 19.2 **(Compliance with Legislative Requirements)** The Contractor must comply with its General Biosecurity Obligation under the *Biosecurity Act 2014* (Qld).
- 19.3 **(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)).
- 19.4 **(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.
- 19.5 **(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.

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## 20. CULTURAL HERITAGE COMPLIANCE

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

## 21. CULTURAL HERITAGE

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- 21.1 **(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).

- 21.2 **(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;

## General Specification

- (e) identify the roles and responsibilities of the Contractor's Personnel and the Contractor's processes and procedures for dealing with Cultural Heritage.
- 21.3 **(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.
- 21.4 **(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 21.4(c)(i), 21.4(c)(ii) or 21.4(c)(iii):
      - (A) the Cultural Heritage plan prepared under clause 21.2;
      - (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.
- 21.5 **(Discovery of assets)** Without limiting anything else in this clause 21, 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.

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## 22. TRAFFIC MANAGEMENT

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22.1 **(Traffic management plan)** The Contractor must, within the time required by clause 8.2, prepare and provide to the Superintendent for review a traffic management plan for WUC, detailing how the Contractor will manage traffic in accordance with the requirements of the Contract. The Contractor must obtain and comply with the Superintendent's Direction regarding the plan pursuant to subclause 8.3 of the General Conditions of Contract. The Contractor must comply, and ensure that all of the Contractor's Personnel comply, with the traffic management plan at all times until the expiration of the last Defects liability Period to expire.

22.2 **(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.

22.3 **(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.

## 23. PERSONAL PROPERTY SECURITIES

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

23.2 **(Disclosure)** If this Contract contains a security interest, then each party agrees to the purposes of section 275(6) of the PPS Act that it will not disclose information of the type referred to in section 275(1) of the PPS Act, where a request is made under section 275(1) of the PPS Act in

## General Specification

relation to this Contract or any part of it, except in circumstances where the party is compelled by law (other than section 275(1) of the PPS Act) to make that disclosure.

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

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

### 24. LABOUR HIRE

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

### 25. NON-CONFORMING BUILDING PRODUCTS

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25.1 **(Definitions)** In this clause, the terms '**person in the chain of responsibility**', '**building product**', '**Minister**', '**non-conforming building product**' and '**required information**' each have the respective meanings given to those terms in the *Queensland Building and Construction Commission Act 1991* (Qld) ('*QBCC Act*').



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### 25.2 (General) The Contractor:

- (a) acknowledges that, to the extent that the Contractor is a person in the chain of responsibility, it has obligations under Part 6AA of the QBCC Act in relation to non-conforming building products;
- (b) warrants and represents that no building products incorporated into The Works are non-conforming building products, or the subject of a warning statement issued by the Minister;
- (c) must ensure that it, and its subcontractors, suppliers, and consultants provide all required information for a building product incorporated into The Works to the Principal upon installation of the building product into The Works; and
- (d) must provide all required information and any other information relevant to a building product to the Principal within the timeframes requested by the Principal.

### 25.3 (Failure to comply) If the Contractor installs, or incorporates into The Works, a building product without the required information, the Principal will be entitled to do either of the following in its sole and absolute discretion:

- (a) request the required information from the Contractor, in which case the Contractor will provide the required information as soon as reasonably practicable, or
- (b) direct the Contractor to remove the building product from The Works and replace with a building product that is not non-conforming pursuant to subclause 29.3 of the General Conditions of Contract or clause 35 of the General Conditions of Contract.

### 25.4 (Requirement of Practical Completion) The Contractor shall, as a requirement of practical completion, provide to the Principal a signed statutory declaration confirming that all required information has been obtained and provided to the Principal, and that no non-conforming building products have been installed or incorporated into The Works.

### 25.5 (Indemnity) Without limiting clause 11A.6 of the General Conditions of Contract, the Contractor shall indemnify and keep indemnified the Principal against any Claim which may be brought against the Principal, and any cost, expense, fine, penalty, damages or loss which may be imposed upon, suffered, or incurred by the Principal to the extent caused or contributed to any breach of the Contractor's obligations under this clause 25, or by any failure of the Contractor to comply with its obligations under the QBCC Act in relation to building products.

## 26. WORK HEALTH AND SAFETY ACCREDITATION SCHEME

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### 26.1 (Accreditation) The Contractor must maintain accreditation under the Australian Government Work Health and Safety Accreditation Scheme ('the Scheme'), established by the *Building and Construction Industry (Improving Productivity) Act 2016* (Cth), while building work (as defined in section 6 of the Act) is carried out.

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

## 27. QUEENSLAND CODE

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

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

- (a) comply with, and meet any obligations imposed by, the Queensland Code;

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- (b) notify the Australian Building and Construction Commission ('ABCC') (or nominee) and the Principal, of any alleged breaches of the Queensland Code and of voluntary remedial action taken within 24 hours of becoming aware of the alleged breach;
  - (c) where the Contractor is authorised to engage a subcontractor and it does so, ensure that any secondary contract imposes on the subcontractor equivalent obligations to those in this clause 27, including that the subcontractor shall comply with, and meet any obligations imposed by, the Queensland Code; and
  - (d) not appoint or engage another party in relation to WUC, where that appointment or engagement would breach a sanction imposed on the other party in relation to the Queensland Code.
- 27.3 **(Information)** The Contractor must maintain adequate records of compliance with the Queensland Code by it, its subcontractors, and related entities.
- 27.4 **(Access)** The Contractor must allow, and take reasonable steps to facilitate, Queensland Government authorised personnel (including personnel of the ABCC) to:
  - (a) enter and have access to sites and premises controlled by the Contractor, including any Site at which WUC is being carried out;
  - (b) inspect any work, material, machinery, appliance, article, or facility;
  - (c) access information and documents;
  - (d) inspect and copy any records relevant to WUC;
  - (e) have access to personnel; and
  - (f) interview any person,as is necessary for the authorised personnel to monitor and investigate compliance with the Queensland Code by the Contractor, its subcontractors, and related entities.
- 27.5 **(Production of documents)** The Contractor, and its related entities, shall agree to, and comply with, a request from Queensland Government authorised personnel (including personnel of the ABCC) for the production of specified documents by a certain date, whether in person, by post, or electronic means.
- 27.6 **(Sanctions)** The Contractor warrants that at the time of entering into this Contract, neither it, nor any of its related entities, are subject to a sanction in connection with the Queensland Code that would have precluded it from tendering for work to which the Queensland Code applies. If the Contractor does not comply with, or fails to meet any obligation imposed by the Queensland Code, a sanction may be imposed against it in connection with the *Queensland Code*. Where a sanction is imposed:
  - (a) it is without prejudice to any rights that would otherwise accrue to the parties;
  - (b) the State of Queensland (through its agencies, Ministers and the ABCC) is entitled to:
    - (i) record and disclose details of non-compliance with the Queensland Code and the sanction; and
    - (ii) take them into account in the evaluation of future expressions of interest or tender responses that may be lodged by the Contractor, or its related entities, in respect of work to which the Queensland Code applies.

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- 27.7 **(Cost)** The cost of ensuring the Contractor's compliance with the Queensland Code shall be borne by the Contractor. The Contractor is not entitled to make a claim for reimbursement or an extension of time from the Principal or the State of Queensland for such costs.
- 27.8 **(No relief)** Compliance with the Queensland Code does not relieve the Contractor from responsibility to perform WUC and any other obligation under the Contract, or from liability for any defect in The Works, or from any other legal liability, whether or not arising from its compliance with the Queensland Code.
- 27.9 **(Change)** Where a change in the Contract or WUC is proposed, and that change would, or would be likely to, affect compliance with the Queensland Code, the Contractor must immediately notify the Principal (or nominee) of the change, or likely change and specify:
- (a) the circumstances of the proposed change;
  - (b) the extent to which compliance with the Queensland Code will, or is likely to be, affected by the change; and
  - (c) what steps the Contractor proposes to take to mitigate any adverse impact of the change,

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

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

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

### **29. TRAINING POLICY**

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

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## 30. REQUIREMENTS OF FUNDING BODY

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- 30.1 **(Definitions)** In this clause '**Funding** Requirements' means the requirements of the State Government, Commonwealth Government or other body providing funding to the Principal in connection with the Contract, as below:

To be confirmed by council
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- 30.2 **(Compliance)** The Contractor must, and must ensure that to the extent relevant to them its Personnel, in carrying out the Contractor's obligations under the Contract:

- (a) act consistently with, and do all things reasonably necessary to enable the Principal to comply with the Funding Requirements;
- (b) not do, or permit to be done, anything which would cause the Principal to be in breach of the Funding Requirements;
- (c) notify the Principal immediately if it becomes aware of any non-compliance with any of the Funding Requirements; and
- (d) when directed to do so by the Superintendent, provide the Superintendent with such information and documentation evidence as the Superintendent reasonably requests to satisfy the Superintendent that the Contractor has complied with this subclause 30.

## 31. AS CONSTRUCTED DRAWINGS

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- 31.1 **(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.

- 31.2 **(Draft as constructed drawings)** No later than two weeks before the Date For Practical Completion the Contractor must give to the Superintendent, two advanced 'draft' copies of the as constructed drawings of The Works.

- 31.3 **(Final as constructed drawings)** The Contractor must give to the Superintendent, as a requirement of Practical Completion, as constructed drawings of The Works as follows:

- (a) 3 complete copies of as constructed drawings in A3 hardcopy format;
- (b) 1 complete electronic copy of as constructed drawings in PDF; and
- (c) 1 complete copy in the electronic format in which the drawings were created (native format).

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## 32. OPERATION AND MAINTENANCE MANUALS

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32.1 **(Requirements for operation and maintenance manuals)** Unless the Superintendent otherwise directs, the operation and maintenance manuals must include:

- (a) Contractor's name, address, facsimile number, telephone number and email address;
- (b) maintenance schedule (in tabular form);
- (c) technical description of the equipment supplied, with diagrams and illustrations where appropriate;
- (d) detailed description of each item of maintenance;
- (e) detailed description of each item of operation;
- (f) procedures for dismantling and reassembling;
- (g) details and descriptions of maintenance and operations, equipment and tools, with instructions for their use;
- (h) supplier/material quality certificates for each product;
- (i) supplier/material specification and data sheets for each product;
- (j) Material Safety Data Sheets (MSDS) for all products directly or indirectly involved in all aspects of operation and maintenance of the works; and
- (k) complete spares list.

32.2 **(Final operation and maintenance manuals)** The Contractor must give to the Superintendent, as a requirement of Practical Completion, 1 complete electronic copy in PDF of the operation and maintenance manuals for The Works.

## 33. PRACTICAL COMPLETION

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33.1 **(Requirements of achieving practical completion)** The Contractor acknowledges that the Contract may elsewhere include additional obligations which must be satisfied as a requirement of Practical Completion. In addition to any such obligations, the Contract must, as a requirement of Practical Completion:

- (a) satisfy all requirements of the Contract in relation to commissioning and operator training;
- (b) provide to the Superintendent one (1) bound and one (1) PDF copy of an end-of-job report which shall contain the following as a minimum:
  - (i) material test results;
  - (ii) as constructed drawings which comply with clause 31;
  - (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;

## General Specification

- (vii) electrical inspection certificates; and
- (viii) final inspection certificates from an approved registered certifier;

## Appendix A – Work by others (Clause 5.1)

Not Applicable

## Appendix B – Principal Supplied Material (Clause 6.1 )

- (i) Technical Brief
- (ii) Pricing Schedule
- (iii) Hydrological Assessment Report



## Appendix C – Site (Clause 8.1)

- (i) Technical Brief



## **Technical Brief**

### **Flood Studies of the Dawson River and Don- Dee River Catchments**

**Banana Shire Council**

**Document details**

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**Interpreter**

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# 1 Introduction

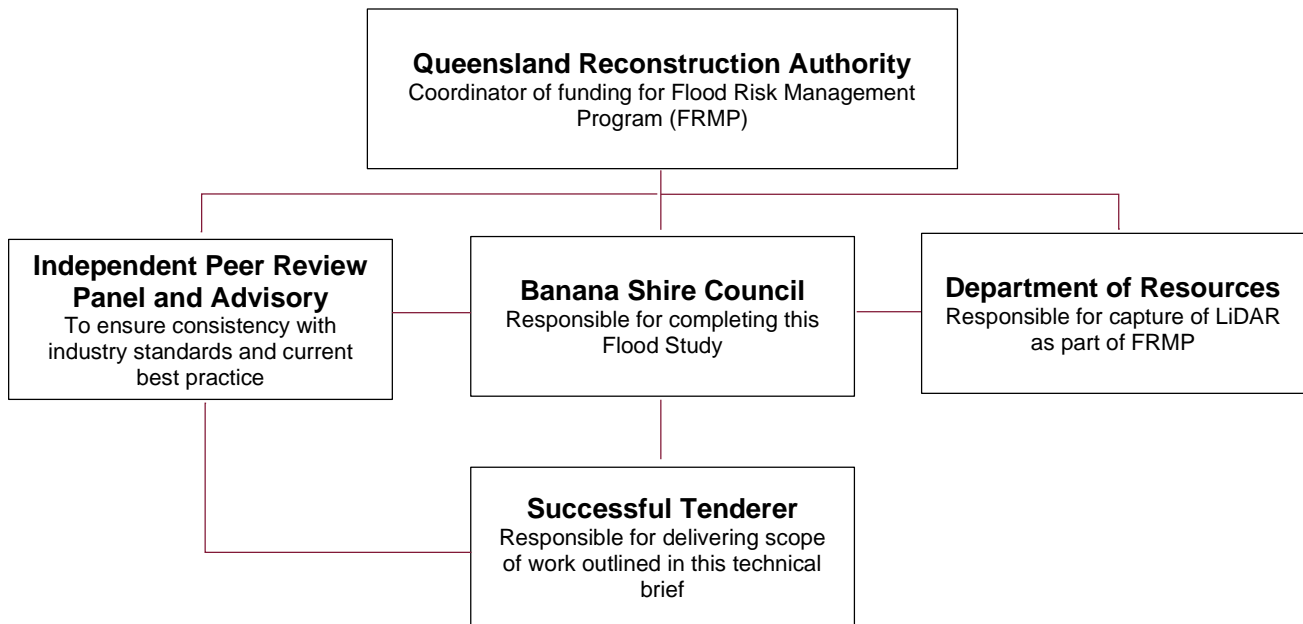
Banana Shire Council has received financial support through the Flood Risk Management Program, a jointly funded Australian and Queensland Government funding package managed by Queensland Reconstruction Authority (QRA), to undertake flood studies for the following townships, which are impacted by the Dawson River and Don/Dee River Catchments:

- Baralaba
- Callide Valley, which includes the townships of Biloela, Thangool, Jambin and Lake Callide
- Dululu
- Theodore
- Taroom

## 1.1 Project Stakeholders and Governance

Governance arrangements and stakeholders for the Dawson River Catchment Flood Study are shown in Figure 1 below.

*Please provide a diagram of Council governance arrangements to reflect internal arrangements.*



**Figure 1: Project Stakeholders**

## 1.2 Study Objectives

Banana Shire Council require a flood study to provide a comprehensive technical investigation of flood behaviour for the Dawson River Catchment. In line with the Queensland Flood Risk Management Framework (refer Figure 2), the primary objective of the Flood Study is to define the flood hazard across the study area. The Flood Study will form the initial stages of the flood risk management process and will provide the technical foundation to further develop a flood risk management study and plan.

The aim of the project is to provide a better understanding of flood behaviour across the full range of design flood events. The study will include consideration of the local flood history, available collected flood data, and the development of hydrologic and hydraulic flood models that are calibrated and verified, where possible, against historic flood events.

The primary objectives for this flood study are to:

- Develop a calibrated and validated hydrologic and hydraulic flood model in line with industry best practice to understand flood behaviour across the full range of design flood events from the 50% AEP up to and including the PMF. The full range of design flood events are detailed in Section 5.3.3.
- Define current and future flood behaviour within the Dawson River catchment.
- Provide the required information to inform future flood risk management studies, local planning schemes, disaster management and future investment decisions
- To increase capacity and capability within Banana Shire Council.
- Demonstrate best practice and set expectations for local flood risk management.

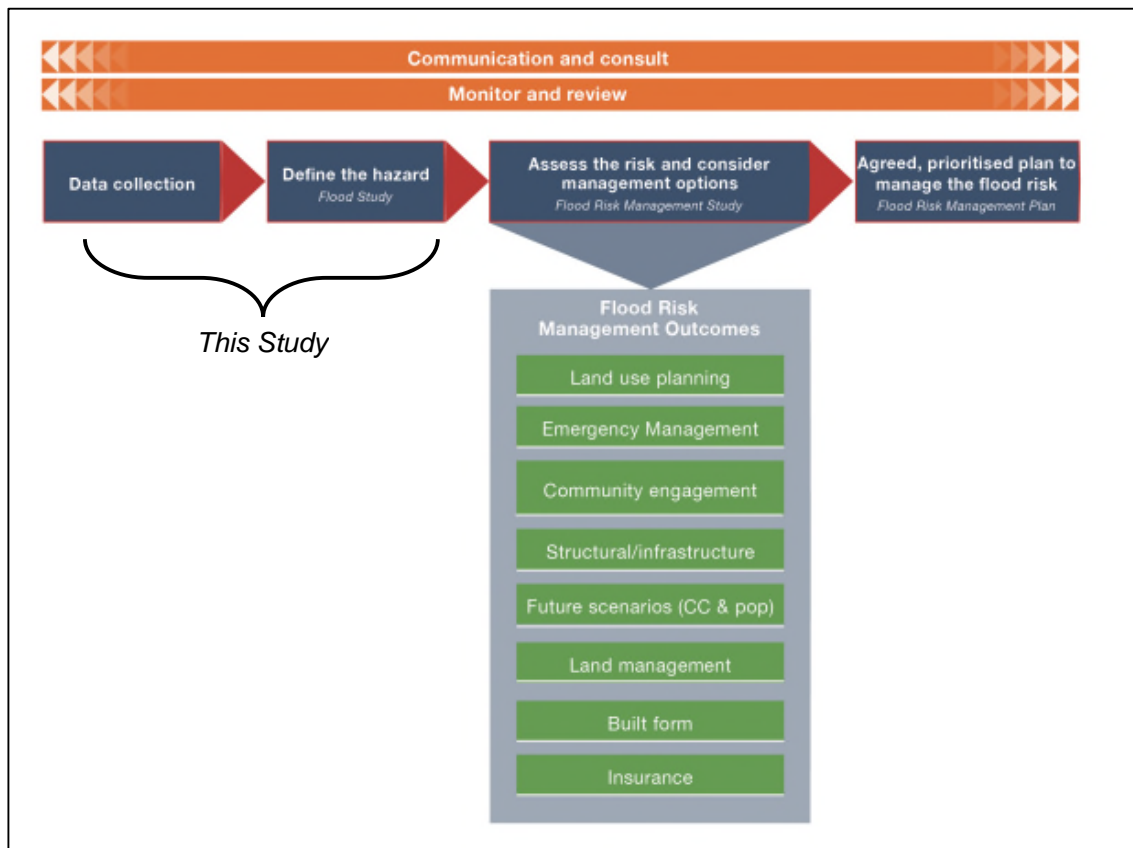


Figure 2: Flood Risk Management Process (QRA, 2021)



## 2 Background

### 2.1 Study Area Overview

Banana Shire is situated in Central Queensland within the Dawson River catchment area. It lies to the east of Central Highlands Regional Council, west of Gladstone Regional Council, and south of Rockhampton Regional Council. The Dawson River catchment forms part of the broader Fitzroy Basin and represents roughly one-third of the basin's overall area. The point where the Dawson River meets the Mackenzie River marks the beginning of the Fitzroy River and defines the northern boundary of the Banana Shire Local Government Area.

Covering an area of around 50,000 square kilometres, the Dawson River catchment flows predominantly from south to north. The upper, southern portion of the catchment is the primary contributor to river flow, particularly up to its junction with Roundstone Creek—located roughly 150 kilometres upstream from where it joins the Mackenzie River. The Dawson River features a distinct central channel and broad, flat floodplains. Along the river are several weirs used for water supply, many of which are overtopped during significant flood events.

From south to north, the towns of Taroom, Theodore, and Moura are located along the Dawson River and lie upstream of the Roundstone Creek junction. Baralaba, positioned further north and downstream of this confluence, is more prone to high flood peaks due to flow contributions from both the Dawson River and Roundstone Creek.

The Don River catchment, located in the northeastern part of the Dawson system, spans approximately 6,500 square kilometres. It includes the Don River sub-catchment (1,000 km<sup>2</sup>), the Dee River catchment (1,000 km<sup>2</sup>), and the Callide Creek catchment (4,500 km<sup>2</sup>). The Callide Creek catchment is further divided into several smaller sub-catchments, including Callide Creek, Kroombit Creek, Kariboe Creek, Grevillea Creek, and Bell Creek, each contributing significantly to regional hydrology.

Flooding in Biloela is influenced by flows from both Callide and Kroombit Creeks, each of which has a dam located upstream. Callide Dam is operated via an automated gate system, while Kroombit Dam uses an ungated spillway. Thangool is located south of the Kroombit catchment on Kariboe Creek. The communities of Goovigen and Jambin sit along Callide Creek, downstream of where it intersects with Kroombit, Kariboe, and Grevillea Creeks. Wowan and Dululu are positioned on the Dee River, above its confluence with the Don River.

The Don River joins the Dawson River approximately 50 kilometres upstream from the point where the Dawson meets the Mackenzie River. There are no townships situated within Banana Shire downstream of the Don River confluence.



Figure 3: River Catchments within Banana Shire (KBR, 2016)

## 2.2 Flood History Description

An overview of significant historical flood events is presented in

Figure 4. More detailed descriptions of key flood events can be made available to the successful supplier. Table 1 below shows the recorded peak flood levels at selected townships within the Dawson River catchment during major historical events.

**Table 1: Historical Peak Flood Levels (m)**

<b>Flood Event</b>	<b>Taroom</b>	<b>Theodore</b>	<b>Moura</b>	<b>Baralaba</b>
Jan-18	6.71	-	-	-
Feb-54	8.15	13.64	-	15.52
Jan/Feb 1978	4.08	11.27	10.46	11.85
May-83	7.46	13.24	12.09	13.6
Jan-91	6.24	7.98	6.6	9.45
Jan-08	6.07	-	8	-
Feb/Mar 2010	7.26	13.45	12.23	12.5
Dec 10/ Jan 11	10.43	14.7	12.66	15.25
Feb/Mar 2012	6.35	9.78	8.52	-
Jan/Feb 2013	5.32	9.03	9.3	-



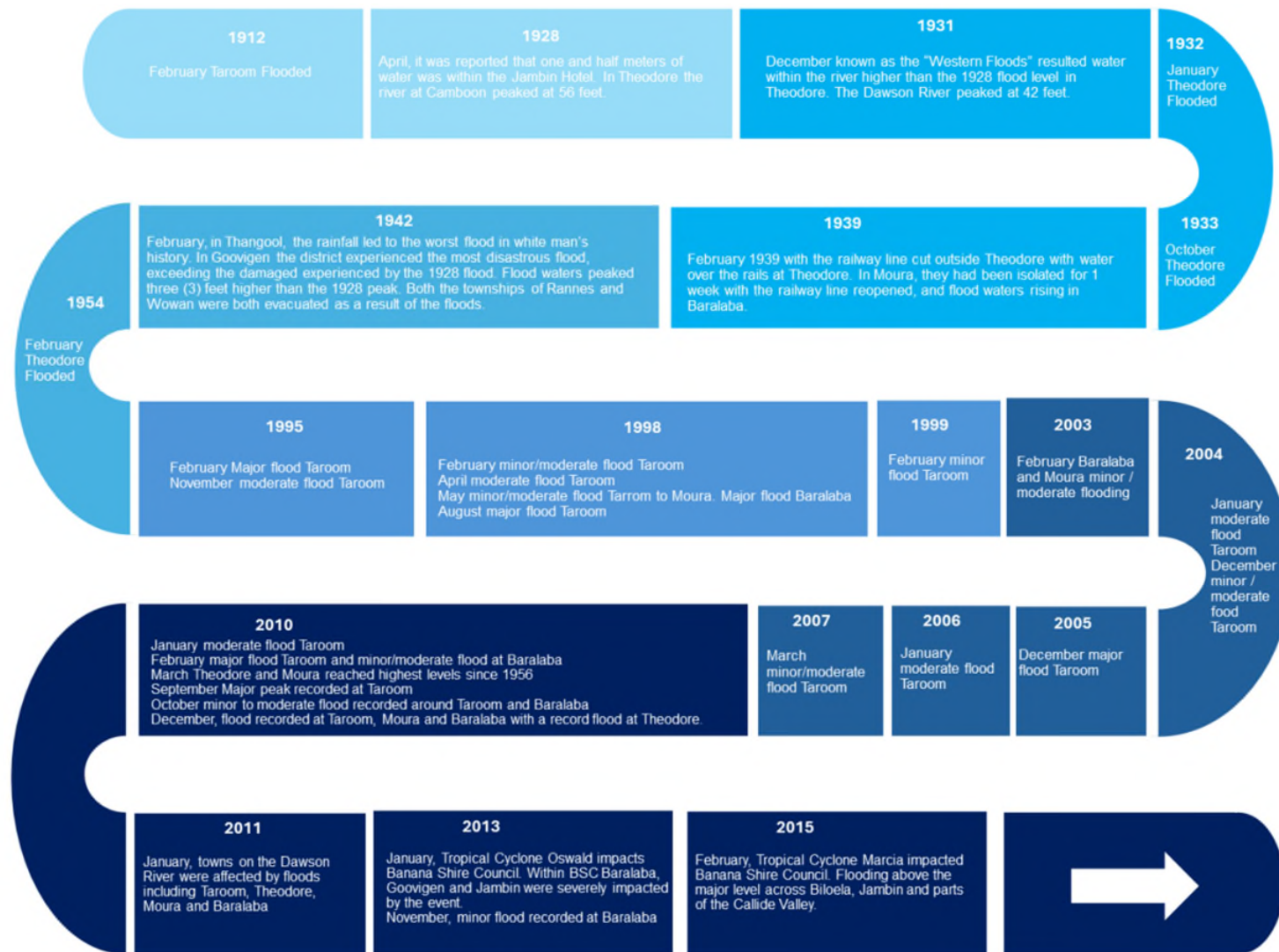


Figure 4: Summary of Historical Flooding within BSC (GHD, 2025)

## 2.3 Socio-political Context

### 2.3.1 Local Disaster Management Plan

The Local Disaster Management Plan for the Council area provides comprehensive information to support disaster preparedness and response efforts. Key aspects include:

- **Community Profile:** The plan presents current population statistics and outlines the region's social and economic characteristics.
- **Critical Infrastructure:** Important infrastructure assets are identified, such as power stations, hospitals, major transport routes, aged care facilities, and essential water and sewerage systems.
- **Hazard Identification:** The plan assesses a range of potential hazards across the region, including tropical cyclones, the operational status or potential failure of significant dams such as Callide Dam, Kroombit Dam, Moura Off-Stream Storage, and Mount Morgan's No. 7 Dam.
- **Flood Risk:** Detailed information is provided on flood-prone areas and the likely impacts of flooding throughout the local government area.
- **Preparedness and Review:** Chapter 3 focuses on Council's readiness to respond to disaster events and outlines procedures for reviewing the plan following major weather events such as storms or cyclones.
- **Disaster Coordination Sub-Groups:** Several localised committees support disaster management planning and coordination, including:
  - Evacuation Sub-Group
  - Local Recovery Group
  - Taroom Local Emergency Coordination Committee
  - Theodore / Cracow Local Emergency Coordination Committee
  - Moura / Banana Local Emergency Coordination Committee
  - Baralaba / Rannes Local Emergency Coordination Committee
  - Goovigen / Jambin Local Emergency Coordination Committee
  - Wowan / Dululu Local Emergency Coordination Committee
- **Local Alerts and Community Information:**
  - The Local Disaster Management Group (LDMG) is responsible for issuing community alerts and information during emergency situations.
  - The Bureau of Meteorology provides formal warnings on events such as cyclones, flooding (including alerts, watches, and advices), severe storms, tsunamis, strong winds, and bushfire weather.
  - Banana Shire Council delivers region-specific updates on road closures, traffic management, evacuation notices (advisory or mandatory), evacuation and welfare centre locations, and other actions taken under the Local Disaster Management Plan.
  - The District Disaster Coordinator may issue formal evacuation orders and declarations under the Disaster Management Act 2003.
  - Sunwater communicates directly with downstream residents about dam-related hazards via SMS.
- **Emergency Alert System:**
  - This national phone-based warning system allows emergency services to notify residents of emerging threats.

- Local Disaster Management Groups can request to activate this system through the State Disaster Coordination Centre (SDCC).

### 2.3.2 Adverse Events Plan

Banana Shire Council has prepared an Adverse Events Plan to assist both Council and the community in preparing for and managing events that have a direct or indirect impact on the Shire. While the plan addresses a range of potential incidents, this project has focused solely on flood and severe weather-related content. A key point outlined in the plan is that Council holds responsibility for responding to storm events occurring within the local government area. The plan also references decision-making tools, including flood forecasting from the Bureau of Meteorology and data from the previous Flood Studies. The studies to be prepared under this engagement would be added to the Adverse Events Plan.

### 2.3.3 Evacuation Locations

The Banana Shire Local Disaster Management Group (LDMG) has identified several facilities across the region that could potentially be used as evacuation centres or shelters during emergencies. However, due to possible limitations in available services and amenities, these locations should only be used for temporary accommodation as a last resort.

The LDMG has outlined a preferred order of options for those needing to evacuate:

1. Relocating to a location of the individual's choice outside of the affected area (e.g. staying with family or friends);
2. Securing accommodation at an established venue away from the risk zone (e.g. hotels, motels, caravan parks);
3. Attending a formally designated evacuation centre; and
4. Seeking refuge in a nominated shelter.

Evacuation centres are purpose-selected buildings that are considered safe from the immediate impact of the hazard. The responsibility for establishing and operating these centres lies with the LDMG, in coordination with the District Disaster Management Group.

In situations where evacuation becomes necessary—such as when sheltering in place is no longer viable and no alternative accommodation is available—residents should proceed to an officially designated evacuation centre. The activation and location of these centres will be communicated by the LDMG through public warnings and advisories.

Currently, the LDMG has nominated the following sites as potential evacuation centres:

- Biloela Civic Centre
- Moura Kianga Hall
- Taroom Showgrounds

Places of refuge (also referred to as shelters) are typically privately or publicly owned buildings that can offer some level of protection from hazardous conditions. These locations will also be announced and confirmed by the LDMG through official communication channels at the time of an event.

The following locations have been identified as potential places of refuge:

- Banana Sutherland Hall
- Baralaba Hall
- Cracow Community Hall
- Dululu Community Hall
- Goovigen Hall

- Jambin State School
- Jambin Hotel
- Thangool Recreation Reserve
- Theodore Aerodrome
- Theodore RSL Hall
- Wowan Multi-Purpose Centre

## 2.4 Purpose and Future Use of Flood Study Outputs

### 2.4.1 Purpose and Strategic Intent

This flood study aims to update five existing flood models across the Banana Shire to align with the latest Australian Rainfall and Runoff (ARR) guidelines and current Intensity-Frequency-Duration (IFD) data. The study will play a strategic role in shaping future floodplain management initiatives, infrastructure planning, and land use decision-making across the region.

The updated models will provide a robust evidence base to support:

- More accurate and contemporary flood risk mapping
- Identification of current and future flood hazards
- Prioritisation of mitigation measures
- Updates to planning instruments and infrastructure strategies

### 2.4.2 Community Engagement Approach

Council acknowledges the importance of local knowledge in enhancing the relevance and credibility of the flood study outcomes. A structured community consultation process will be undertaken to:

- Inform residents and stakeholders of the study purpose and benefits
- Capture historical flood knowledge and anecdotal data
- Share preliminary results and seek feedback on priority issues
- Build trust and transparency around flood risk management

The consultation strategy will include public displays, community workshops, interactive mapping, and online engagement platforms.

### 2.4.3 Intended Next Steps

Following the completion of the updated flood study and modelling, Council anticipates progressing the following actions:

- Development of a Floodplain Risk Management Study and Plan to explore and assess potential mitigation options
- Updates to the Banana Shire Planning Scheme, particularly land use zoning, overlays, and development controls in flood-prone areas
- Preparation of localised Master Drainage Studies and Plans to improve urban flood resilience

- Integration of updated flood information into Council's Asset Management Plans for long-term infrastructure sustainability
- Enhancements to Total Flood Warning Systems to ensure timely, localised, and accurate flood alerts

#### 2.4.4 Mapping Requirements

To support interpretation of the study findings, a map or series of maps will be provided with the following features:

- Clearly defined flood study areas showing the extent of flood risk across different AEP events
- Identification of key geographic and infrastructure elements including watercourses, confluences, townships, roads, and essential services
- Where feasible, maps will overlay aerial imagery and cadastral boundaries. Where detail would be compromised, separate maps will be prepared
- Each map will include a title, scale bar, north point, legend, and labelling for orientation and clarity. All maps will be provided at a minimum A4 size



### 3 Available Information

#### 3.1 Previous Dawson River Flood Study

Kellogg Brown & Root Pty Ltd (KBR) was commissioned by Banana Shire Council (Council) to undertake a floodplain management study and plan for 10 towns within Council's Land Government Area (LGA).

This project built a set of flood modelling tools that provide a detailed understanding of flooding in Council's area of responsibility, assess a range of structural and non-structural measures to manage flooding, and develop a plan to reduce the impact of flooding on the community. As part of the floodplain management study and plan, a flood study was undertaken to inform the management plan. This Hydrological Assessment Report has been included as an Appendices.

The Hydrological Assessment Report details historic rainfall, Streamflow, Terrain Mapping, Hydrological Roughness, Water Storage Structures, Flood Imagery and Observation Data. The report takes into consideration reports and studies undertaken by other suppliers prior to its preparation. These are summarised in Table 5.

#### 3.2 Floodplain Management Plan

A floodplain management plan was formulated using the findings from the Dawson River Flood Study. This plan proposed a range of initiatives that Banana Shire Council could implement to enhance the region's resilience to flood events.

As part of this work, a flood damage assessment was carried out, quantifying the number of buildings located within the floodplain under various design events—specifically the 5% Annual Exceedance Probability (AEP), 1% AEP, and 0.2% AEP scenarios. Table 2 presents the number of buildings affected in each township. The data indicates that Theodore experiences the highest number of buildings impacted across all assessed flood events.

**Table 2: Estimated number of buildings affected by floodwaters for each design event**

Town	5% AEP	1% AEP	0.2% AEP
Theodore	28	289	357
Biloela	10	145	261
Jambin	5	21	29
Moura	0	18	-
Taroom	3	12	-
Wowan	0	12	23
Thangool	2	11	22
Dululu	0	11	21
Baralaba	4	8	-
Goovigen	0	4	6

An evaluation of potential structural mitigation measures was also undertaken for all townships included in the study. The majority of mitigation options considered involved the construction of levees, upgrades to local drainage networks, road height adjustments, and either the relocation or elevation of residential buildings.

Despite exploring these options, none were deemed economically viable, as all had cost-benefit ratios below 0.4. As a result, no structural flood mitigation measures were recommended for progression.

### 3.3 Total Flood Warning Review

Banana Shire Council commissioned GHD to undertake a review of the Total Flood Warning Systems applicable to the communities of the Banana Shire. The goal of the review was to ascertain whether the system is sufficient to aid flood management agencies and flood prone communities within the Banana Shire and to understand the nature of developing floods so that action can be taken to mitigate their effects. The review was to be conducted in accordance with the Australian Disaster Resilience Handbook Collection - Flood Warning. This Total Flood Warning Review Report has been included as an Appendices.

### 3.4 Existing Models

Banana Shire Council has implemented six (6) flood modelling projects using the WaterRIDE platform across various locations within the local government area. These projects cover the following areas:

- Baralaba
- Callide Valley
- Dululu and Wowan
- Moura
- Taroom
- Theodore

In addition, two (2) WaterRIDE-based projects are currently underway for the following locations, which are not intended to be reassessed as part of this study:

- Banana
- Wowan

Council can provide access to the associated model files for the completed projects, including WaterRIDE (.wrr), TUFLOW, and XP-RAFTS data for Baralaba, Callide Valley, Dululu, Moura, Taroom, and Theodore.

### 3.5 Rainfall Gauges

The locations of rainfall gauges within the catchment are outlined in Table 3 and illustrated in Figure 5.

**Table 3: List of Rain Gauge Assets within Banana Shire Council.**

Bureau Number	Station Name	Bureau Latitude	Bureau Longitude	Gauge Type	Telemetry Type	Owner	Maintenance
35015	The Sandstone	-25.4025	149.1044	Manual	ROT	Bureau	Bureau
35070	Taroom Post Office	-25.6408	149.7958	Manual	SYNOP	Bureau	Bureau
35096	The Glebe	-25.4875	150.0064	Manual	ROT	Bureau	Bureau
35115	Taroom	-25.6377	149.7895	Manual	ROT	Bureau	Bureau
35117	La Palma	-25.3864	149.7842	Manual	ROT	Bureau	Bureau

Bureau Number	Station Name	Bureau Latitude	Bureau Longitude	Gauge Type	Telemetry Type	Owner	Maintenance
35135	Hornet Bank Homestead	-25.7064	149.4078	Manual	ROT	Bureau	Bureau
35182	Kinnoul	-25.6753	149.6331	Manual	ROT	Bureau	Bureau
35271	Tarana Crossing	-25.7968	149.5457	Manual	ROT	Bureau	Bureau
35282 130302A	Taroom Tm	-25.6377	149.7895	Automatic	Telemeter	DRDMW	DRDMW
39022	Camboon Station	-25.0303	150.4342	Manual	ROT	Bureau	Bureau
39054	Jambin Post Office	-24.1967	150.3714	Manual	ROT	Bureau	Bureau
39071	Moura Post Office	-24.5722	149.9694	Manual	ROT	Bureau	Bureau
39089	Thangool Airport	-24.4935	150.5709	Automatic	AWS	Bureau	Bureau
39102	Wowan Post Office	-23.9078	150.1953	Manual	ROT	Bureau	Bureau
39106	Mount Kroombit	-24.4081	150.7258	Manual	ROT	Bureau	Bureau
39143	Baralaba	-24.1817	149.8100	Manual	ROT	Bureau	Bureau
39158	Theodore	-24.9472	150.0789	Manual	ROT	Bureau	Bureau
39201	Belvedere	-24.3278	149.8556	Manual	ROT	Bureau	Bureau
39240	Kroombit	-24.4472	150.7981	Manual	ROT	Bureau	Bureau
39290	Biloela - Valbona	-24.4131	150.5208	Manual	ROT	Bureau	Bureau
39296	Moura	-24.5917	149.9017	Manual	ROT	Bureau	Bureau
39308	Rannes	-24.1019	150.1097	Manual	ROT	Bureau	Bureau
39332	Lloyona	-24.4100	149.8356	Manual	ROT	Bureau	Bureau
535015 130322A	Beckers Tm	-24.0833	149.8333	Automatic	Telemeter	DRDMW	DRDMW
535032 130324A	Utopia Downs Tm	-25.7333	149.3167	Automatic	Telemeter	DRDMW	DRDMW
535049 130313A	La Palma Tm	-25.3911	149.7908	Automatic	Telemeter	DRDMW	DRDMW
535050 130363A	Roundstone Creek Tm	-24.6250	149.7886	Automatic	Telemeter	DRDMW	DRDMW
535055 130375A	Broadmere Tm	-25.4939	149.5206	Automatic	Telemeter	DRDMW	DRDMW
535065 1303P00 2	Cockatoo Ck Tm	-25.7883	150.2594	Automatic	Telemeter	DRDMW	DRDMW
535066 1303P00 8	Peekadoo Tm	-25.9089	149.5033	Automatic	Telemeter	DRDMW	DRDMW
535131	Glenhaughton Rd Alert	-25.4172	149.5236	Automatic	Alert	BSC	BSC
535132	Coorada Alert	-25.0114	149.5042	Automatic	Alert	BSC	BSC
535133	Ghinghinda Alert	-25.1497	149.7281	Automatic	Alert	BSC	BSC
535136	Broadmere Alert	-25.5686	149.4142	Automatic	Alert	BSC	BSC
535137	Cockatoo Road Alert	-25.6811	150.1336	Automatic	Alert	BSC	BSC
535138	Krismark Downs Alert	-24.8100	149.8247	Automatic	Alert	BSC	BSC
535140	Ruined Castle Alert	-25.2317	149.2658	Automatic	Alert	BSC	BSC
535142	Tarana Crossing Alert	-25.7961	149.5583	Automatic	Alert	BSC	BSC
535143 130317B	Dawson Range South Alert	-24.5944	149.8133	Automatic	Alert	BSC	BSC
539043	Woodleigh Tm	-24.8333	149.9667	Automatic	Telemeter	DRDMW	DRDMW
539057 130306B	Rannes Tm	-24.1000	150.1167	Automatic	Telemeter	DRDMW	DRDMW
539062 130349A	Kingsborough Tm	-23.9667	150.3833	Automatic	Telemeter	DRDMW	DRDMW
539067	Malakoff Junction Tm	-24.3131	150.7758	Automatic	Telemeter	SunWater	SunWater
539068 130327A	Goovigen Tm	-24.1081	150.2869	Automatic	Telemeter	DRDMW	DRDMW

Bureau Number	Station Name	Bureau Latitude	Bureau Longitude	Gauge Type	Telemetry Type	Owner	Maintenance
539095 130374A	Bindaree Tm	-24.3575	149.8094	Automatic	Telemeter	DRDMW	DRDMW
539099 1303P00 6	Blue Hills Tm	-24.5328	150.9206	Automatic	Telemeter	DRDMW	DRDMW
539100 130348A	Red Hill Tm	-24.4506	150.4236	Automatic	Telemeter	DRDMW	DRDMW
539105 130336A	Folding Hills Tm	-24.5756	150.6242	Automatic	Telemeter	DRDMW	DRDMW
539106 130334A	South Kariboe Creek Tm	-24.5614	150.7469	Automatic	Telemeter	DRDMW	DRDMW
539107 130319A	Craiglands Tm	-24.1500	150.5247	Automatic	Telemeter	DRDMW	DRDMW
539111	Callide Dam Inflow Tm	-24.3253	150.6842	Automatic	Telemeter	SunWater	SunWater
539112	Kroombit Dam Hw Tm	-24.4183	150.7742	Automatic	Telemeter	SunWater	SunWater
539115 1303079 1A	Wowan Cemetery Rd Tm	-23.9303	150.2108	Automatic	Telemeter	DRDMW	DRDMW
539116 1303088 0A	Alma Ck Bore Tm	-23.9522	150.2439	Automatic	Telemeter	DRDMW	DRDMW
539119 1303033 2A	Doreen Tm	-23.9756	150.3406	Automatic	Telemeter	DRDMW	DRDMW
539160	Camboon Alert	-25.0106	150.3889	Automatic	Alert	BSC	BSC
539161	Cracow Alert	-25.2883	150.2936	Automatic	Alert	BSC	BSC
539162	Downfall Ck Alert	-25.5003	150.2506	Automatic	Alert	BSC	BSC
539163	Gyranda Weir Alert	-25.2842	150.1825	Automatic	Alert	BSC	BSC
539164	Isla-Delusion Crossing Alert	-25.1803	150.1850	Automatic	Alert	BSC	BSC
539165	Moura Weir Alert	-24.5903	149.9039	Automatic	Alert	BSC	BSC
539168	Upper Castle Alert	-24.8311	150.5781	Automatic	Alert	BSC	BSC
539169	Pheasant Ck Alert	-23.8686	150.1317	Automatic	Alert	BSC	BSC
539170	Pocket Ck Rd Alert	-23.9442	150.1147	Automatic	Alert	BSC	BSC
539171	Upper Lonesome Alert	-24.7369	150.4056	Automatic	Alert	BSC	BSC
539172	Castle Creek Alert	-24.8881	150.1992	Automatic	Alert	BSC	BSC
539173	Wowan Westwood Rd Alert	-23.8925	150.1569	Automatic	Alert	BSC	BSC
539174	Banana Range Alert	-24.4486	150.3156	Automatic	Alert	BSC	BSC
539175	Lonesome Creek Alert	-24.8167	150.1617	Automatic	Alert	BSC	BSC
539219 130378A	Dululu Tm	-23.8492	150.2644	Automatic	Telemeter	DRDMW	DRDMW
539229	Upper Rainbow Alert	-24.2209	150.7013	Automatic	Alert	BSC	BSC
539232	Biloela Alert	-24.4350	150.5410	Automatic	Alert	BSC	BSC
539233	Blue Hills Alert	-24.5320	150.9200	Automatic	Alert	BSC	BSC
539235	Callide Dam Hw Alert	-24.3689	150.6128	Automatic	Alert	BSC	BSC
539236	Callide Dam Inflow Alert	-24.3253	150.6842	Automatic	Alert	BSC	BSC
539237	Craiglands Alert	-24.1500	150.5250	Automatic	Alert	BSC	BSC
539238	Folding Hills Alert	-24.5750	150.6240	Automatic	Alert	BSC	BSC
539239	Goovigen Alert	-24.1060	150.2870	Automatic	Alert	BSC	BSC
539240	Jambin Alert	-24.1980	150.3670	Automatic	Alert	BSC	BSC

Bureau Number	Station Name	Bureau Latitude	Bureau Longitude	Gauge Type	Telemetry Type	Owner	Maintenance
539241	Kroombit Dam Alert	-24.4180	150.7740	Automatic	Alert	BSC	BSC

### 3.6 Streamflow Gauges

The locations of streamflow gauges within the catchment are outlined in Table 4 and illustrated in Figure 5..

**Table 4: List of Streamflow Gauge Assets within Banana Shire Council.**

Bureau Number	Station Name	Bureau Latitude	Bureau Longitude	Gauge Type	Telemetry Type	Owner	Maintenance
35096	The Glebe	-25.4875	150.0064	Manual	ROT	Bureau	Bureau
35115	Taroom	-25.6377	149.7895	Manual	ROT	Bureau	Bureau
35271	Tarana Crossing	-25.7968	149.5457	Manual	ROT	Bureau	Bureau
35282 130302A	Taroom Tm	-25.6377	149.7895	Automatic	Telemeter	DRDMW	DRDMW
39143	Baralaba	-24.1817	149.8100	Manual	ROT	Bureau	Bureau
39296	Moura	-24.5917	149.9017	Manual	ROT	Bureau	Bureau
39308	Rannes	-24.1019	150.1097	Manual	ROT	Bureau	Bureau
39315	Theodore	-24.9525	150.0719	Manual	ROT	Bureau	Bureau
535015 130322A	Beckers Tm	-24.0833	149.8333	Automatic	Telemeter	DRDMW	DRDMW
535032 130324A	Utopia Downs Tm	-25.7333	149.3167	Automatic	Telemeter	DRDMW	DRDMW
535044	Glebe Weir Hw Tm	-25.4653	150.0353	Automatic	Telemeter	SunWater	SunWater
535045	Glebe Weir Tw Tm	-25.4653	150.0353	Automatic	Telemeter	SunWater	SunWater
535049 130313A	La Palma Tm	-25.3911	149.7908	Automatic	Telemeter	DRDMW	DRDMW
535050 130363A	Roundstone Creek Tm	-24.6250	149.7886	Automatic	Telemeter	DRDMW	DRDMW
535055 130375A	Broadmere Tm	-25.4939	149.5206	Automatic	Telemeter	DRDMW	DRDMW
535110	Theodore Weir Tm	-24.9525	150.0719	Automatic	Telemeter	SunWater	SunWater
535142	Tarana Crossing Alert	-25.7961	149.5583	Automatic	Alert	BSC	BSC
539043 130317B	Woodleigh Tm	-24.8333	149.9667	Automatic	Telemeter	DRDMW	DRDMW
539057 130306B	Rannes Tm	-24.1000	150.1167	Automatic	Telemeter	DRDMW	DRDMW
539062 130349A	Kingsborough Tm	-23.9667	150.3833	Automatic	Telemeter	DRDMW	DRDMW
539065 1300358A	Isla-Delusion Xing Tm	-25.1883	150.1972	Automatic	Telemeter	SunWater	SunWater
539067	Malakoff Junction Tm	-24.3131	150.7758	Automatic	Telemeter	SunWater	SunWater
539068 130327A	Goovigen Tm	-24.1081	150.2869	Automatic	Telemeter	DRDMW	DRDMW
539070	Gyranda Weir Tm	-25.2842	150.1817	Automatic	Telemeter	SunWater	SunWater
539071	Callide Dam Hw Tm	-24.3689	150.6128	Automatic	Telemeter	SunWater	SunWater
539079 130361A	Baralaba Tw Tm	-24.1733	149.8136	Automatic	Telemeter	SunWater	SunWater
539080	Baralaba Hw Tm	-24.1733	149.8136	Automatic	Telemeter	SunWater	SunWater
539081	Moura Weir Tm	-24.5889	149.9014	Automatic	Telemeter	SunWater	SunWater
539083	Kroombit Dam Tw Tm	-24.4219	150.7678	Automatic	Telemeter	SunWater	SunWater
539095 130374A	Bindaree Tm	-24.3575	149.8094	Automatic	Telemeter	DRDMW	DRDMW
539100 130348A	Red Hill Tm	-24.4506	150.4236	Automatic	Telemeter	DRDMW	DRDMW
539105 130336A	Folding Hills Tm	-24.5756	150.6242	Automatic	Telemeter	DRDMW	DRDMW
539106 130334A	South Kariboe Creek Tm	-24.5614	150.7469	Automatic	Telemeter	DRDMW	DRDMW

Bureau Number	Station Name	Bureau Latitude	Bureau Longitude	Gauge Type	Telemetry Type	Owner	Maintenance
539107 130319A	Craiglands Tm	-24.1500	150.5247	Automatic	Telemeter	DRDMW	DRDMW
539110	Linkes Causeway Tm	-24.3806	150.5492	Automatic	Telemeter	SunWater	SunWater
539111	Callide Dam Inflow Tm	-24.3253	150.6842	Automatic	Telemeter	SunWater	SunWater
539112	Kroombit Dam Hw Tm	-24.4183	150.7742	Automatic	Telemeter	SunWater	SunWater
539163	Gyranda Weir Alert	-25.2842	150.1825	Automatic	Alert	BSC	BSC
539164	Isla-Delusion Crossing Alert	-25.1803	150.1850	Automatic	Alert	BSC	BSC
539165	Moura Weir Alert	-24.5903	149.9039	Automatic	Alert	BSC	BSC
539172	Castle Creek Alert	-24.8881	150.1992	Automatic	Alert	BSC	BSC
539173	Wowan Westwood Rd Alert	-23.8925	150.1569	Automatic	Alert	BSC	BSC
539175	Lonesome Creek Alert	-24.8167	150.1617	Automatic	Alert	BSC	BSC
539219 130378A	Dululu Tm	-23.8492	150.2644	Automatic	Telemeter	DRDMW	DRDMW
539232	Biloela Alert	-24.4350	150.5410	Automatic	Alert	BSC	BSC
539235	Callide Dam Hw Alert	-24.3689	150.6128	Automatic	Alert	BSC	BSC
539236	Callide Dam Inflow Alert	-24.3253	150.6842	Automatic	Alert	BSC	BSC
539237	Craiglands Alert	-24.1500	150.5250	Automatic	Alert	BSC	BSC
539238	Folding Hills Alert	-24.5750	150.6240	Automatic	Alert	BSC	BSC
539239	Goovigen Alert	-24.1060	150.2870	Automatic	Alert	BSC	BSC
539240	Jambin Alert	-24.1980	150.3670	Automatic	Alert	BSC	BSC
539241	Kroombit Dam Alert	-24.4180	150.7740	Automatic	Alert	BSC	BSC
539244	Linkes Causeway Alert	-24.3806	150.5492	Automatic	Alert	BSC	BSC
539247	Red Hill Alert	-24.4480	150.4250	Automatic	Alert	BSC	BSC
539248	South Kariboe Ck Alert	-24.5610	150.7470	Automatic	Alert	BSC	BSC

### 3.7 Spatial Datasets

Council is able to supply the following information:

- KBR Flood Study flood extents
- Flood extents for the 2010 / 2011 flood event
- Evacuation locations
- Cadastre
- Sunwater failure impact zones
- Rainfall and river gauge locations
- Places of shelter locations
- Critical infrastructure location



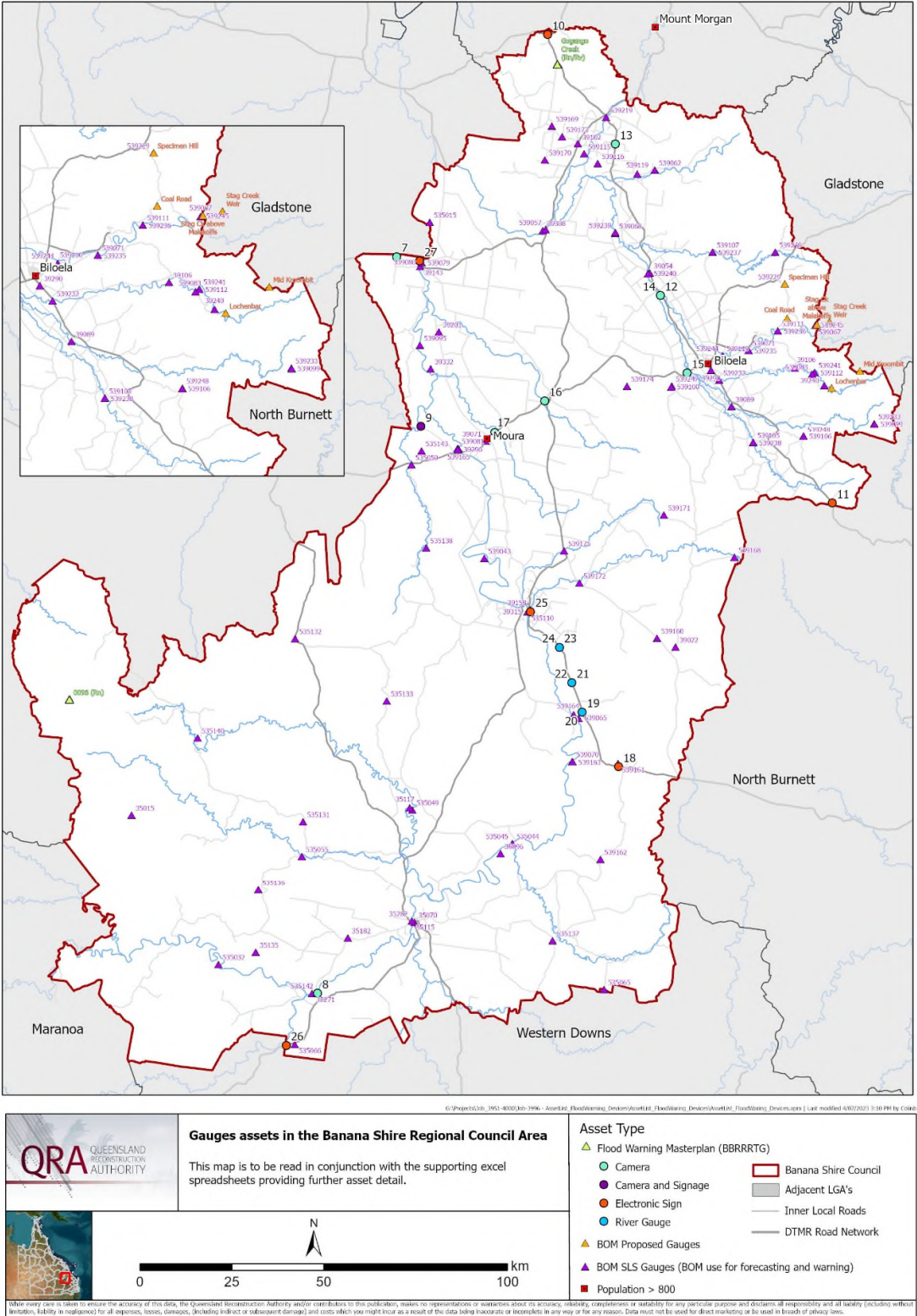


Figure 5: Gauge Assets within the Banana Shire Council Area (QRA, 2023)

### 3.8 Survey Data

New LiDAR data was captured as part of Round 1 of the QRA's Flood Risk Management Program. As shown in Figure 6, the coverage area extends beyond the boundaries of the existing flood models. This data will be provided to the successful supplier.

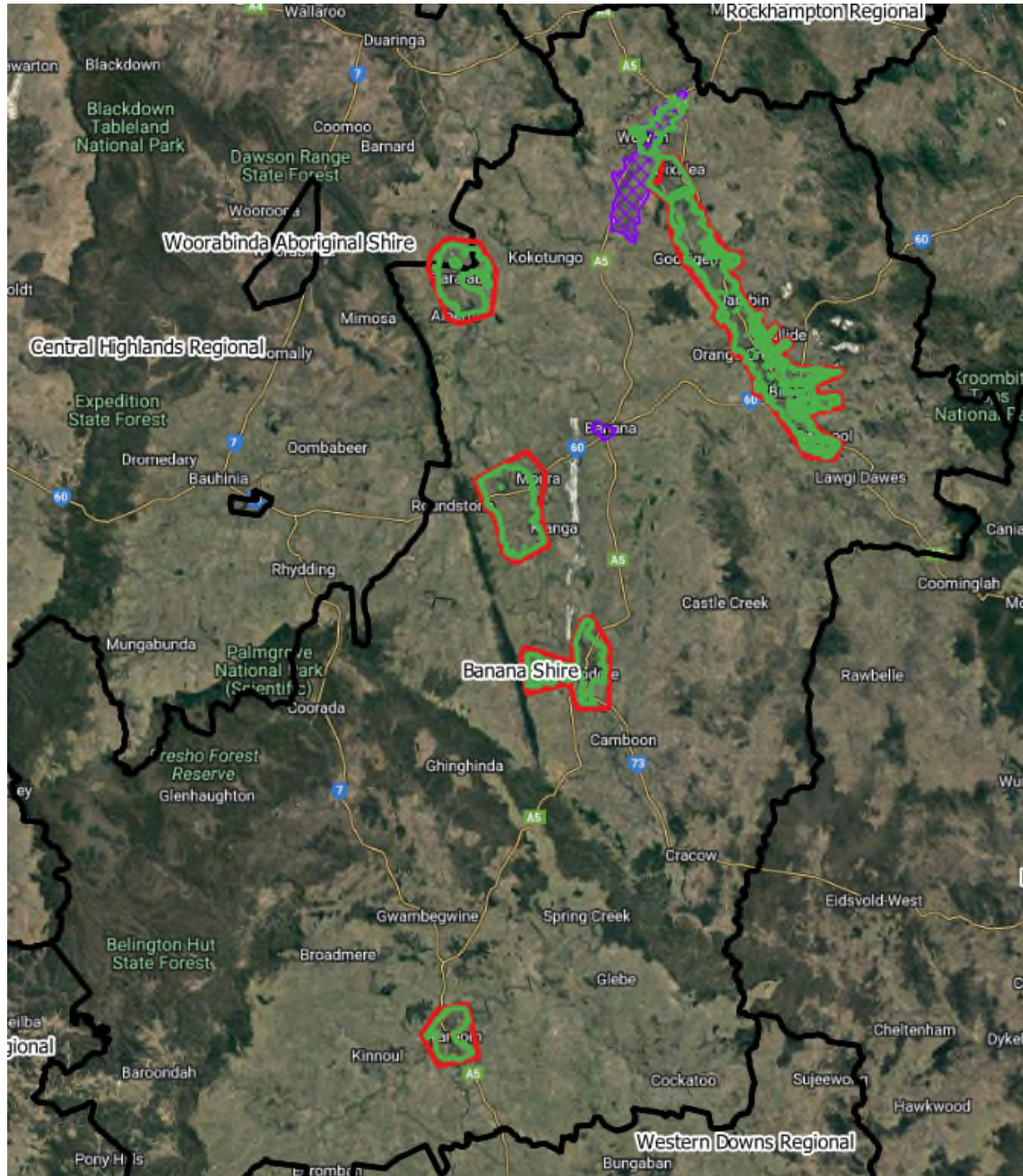


Figure 6: LiDAR Information captured under the QRA WP2 Program.



The data listed in Table 5 will be provided, or arrangements made for access prior to commencement of the project.

**Table 5: Available information for This Study**

Dataset	Description	Format	Author	Date
Banana Flood Study	Alluvium has been engaged to prepare a new flood model for the Banana township in accordance with the latest AR&R methodology. The study is expected to be completed in Q1 of 2025/26.	Flood Study	Alluvium	Ongoing
Wowan Flood Study	Alluvium has been engaged to prepare a new flood model for the Banana township in accordance with the latest AR&R methodology. The study is expected to be completed in Q1 of 2025/26.	Flood Study	Alluvium	Ongoing
Dawson River Flood Study Stage 2	KBR to undertake a floodplain management study and plan for 10 towns within Council's Land Government Area (LGA). This project built a set of flood modelling tools that provide a detailed understanding of flooding in Council's area of responsibility, assess a range of structural and non-structural measures to manage flooding, and develop a plan to reduce the impact of flooding on the community. As part of the floodplain management study and plan, a flood study was undertaken to inform the management plan.	Hydrological Assessment Report	KBR	2016
Independent Review of Callide Creek Flooding, Tropical Cyclone Marcia, February 2015	In February 2015, Tropical Cyclone Marcia caused severe flooding in the Callide Valley. Post the event, the Inspector General of Emergency Management (IGEM) commissioned BMT WBM to undertake an independent review of Callide Creek Flooding. The report focuses on the 2015 event, with hydrological and hydraulic calibration to that event only. The report reviews previous studies, rating curves, Callide Dam operating rules, and emergency response actions.	Hydrological Calibration	BMT WBM	2015

DNRM Flood Hazard Mapping: Phase 3b – Taroom	The Taroom Flood Hazard Mapping was undertaken as part of the QFMP and focuses on hydraulic modelling only. During the hydraulic model calibration to the 2010 event, DHI increased the peak inflow by a factor of 2.2 to achieve calibration	Flood Hazard Mapping	DHI	2015
DNRM Flood Hazard Mapping: Phase 3b – Theodore	The Theodore Flood Hazard Mapping was undertaken as part of the QFMP and focuses on hydraulic modelling only. During the hydraulic model calibration to the 2010 event, DHI increased the peak inflow by a factor of 1.27 to achieve calibration.	Flood Hazard Mapping	DHI	2014
Flood Hazard Mapping – Jambin	The Jambin Flood Hazard Mapping Study was prepared as part of the QFMP and focuses on hydraulic modelling only. The hydraulic model was calibrated to the 2010 flood event.	Flood Hazard Mapping	DHI	2013
Goovigen Flood Hazard Mapping Study	The Goovigen Flood Hazard Mapping Study was prepared as part of the QFMP and focuses on hydraulic modelling only. The hydraulic model was calibrated to the 2010 flood event.	Flood Hazard Mapping	WRM	2013
Dululu Flood Hazard Mapping Study	The Dululu Flood Hazard Mapping Study was prepared as part of the Queensland Flood Mapping Program (QFMP) and focuses on hydraulic modelling only. The hydraulic model was calibrated to the 2010 flood event.	Flood Hazard Mapping	WRM	2013
Baralaba North Continued Operations Project: Flood Study	As part of the Baralaba North Continued Operations Project's Environmental Impact Statement (EIS), Water Solutions undertook a flood study at Baralaba Mine in 2014. The report outlines Water Solutions' hydrological calibration of the Dawson catchment, rating curve corrections, FFA, design hydrology, and hydraulic calibration.	Flood Study	Water Solutions	2014

Review of Callide Dam Gate Operations in the January 2013 Flood Event	In January 2013, Tropical Cyclone Oswald caused significant flooding in the Callide Valley. Water Solutions subsequently undertook a review of the Callide Dam gate operations. The review focuses on the 2013 event, with hydrological calibration to the 2013 event only and no hydraulic model developed. The review also considers scenario modelling at Callide Dam.	Hydrological Calibration	Water Solutions	2013
Callide Valley Flood Risk Study, Phase 1 – Flood Study Addendum (AECOM,	AECOM undertook a flood study of the Callide Valley in 2010. The report outlines hydrological calibration to events in February 1978, January 1991, and March 1994. The report also outlines the 1d hydraulic modelling methodology and results of the Callide Valley.	Flood Study	AECOM	2012
Dawson River Flood Mitigation Study: Stage 1 Report – Project Initiation and Scoping	Engeny undertook a scoping report for the Dawson catchment for Banana Shire Council in 2011. The report audits the available data, undertakes a Flood Frequency Analysis (FFA), and scopes varying stages of the study.	Flood Study	Engeny	2011
Callide Valley Flood Risk Study, Phase 1 – Flood Study	AECOM undertook a flood study of the Callide Valley in 2010. The report outlines hydrological calibration to events in February 1978, January 1991, and March 1994. The report also outlines the 1d hydraulic modelling methodology and results of the Callide Valley.	Flood Study	AECOM	2010

## 4 Current Guidelines and References

The Flood Study should be delivered in line with current industry best practice guidelines, manuals and technical reference documents relevant to the project, including as listed but not limited to those in Table 6.

**Table 6: Current Guidelines and References**

Reference Document
Australian Rainfall and Runoff (ARR) 2019 - all projects and chapters <a href="https://arr.ga.gov.au/arr-guideline">https://arr.ga.gov.au/arr-guideline</a>
Managing the Floodplain: A Guide to Best Practice in Flood Risk Management in Australia (Handbook 7) (AIDR, 2017) <a href="https://knowledge.aidr.org.au/media/3521/adr-handbook-7.pdf">https://knowledge.aidr.org.au/media/3521/adr-handbook-7.pdf</a>
Queensland Urban Drainage Manual <a href="https://ipweaq.intersearch.com.au/ipweaqjspui/bitstream/1/4983/1/2042%20QUDM%20FINAL%2018%20August%202017%20%282%29.pdf">https://ipweaq.intersearch.com.au/ipweaqjspui/bitstream/1/4983/1/2042%20QUDM%20FINAL%2018%20August%202017%20%282%29.pdf</a>
Coastal hazard technical guide, Determining coastal hazard areas (former DEHP) <a href="https://www.qld.gov.au/_data/assets/pdf_file/0025/67462/hazards-guideline.pdf">https://www.qld.gov.au/_data/assets/pdf_file/0025/67462/hazards-guideline.pdf</a>
A guide to 'good practice' storm inundation mapping and modelling (DES, 2018) <a href="https://www.publications.qld.gov.au/ckan-publications-attachments-prod/resources/93336e30-e1fd-4a1e-89e8-b4056692e26c/storm-tide-inundation-guidelines.pdf?ETag=2f101b1511eccc53dee83079b543d9ec">https://www.publications.qld.gov.au/ckan-publications-attachments-prod/resources/93336e30-e1fd-4a1e-89e8-b4056692e26c/storm-tide-inundation-guidelines.pdf?ETag=2f101b1511eccc53dee83079b543d9ec</a>
State Planning Policy (SPP), Natural Hazards, Risks and Resilience – Flood <a href="https://dilgpprd.blob.core.windows.net/general/spp-guidance-natural-hazards-risk-resilience-flood.pdf">https://dilgpprd.blob.core.windows.net/general/spp-guidance-natural-hazards-risk-resilience-flood.pdf</a>

## 5 Scope of Work

The primary purpose of this study is to better understand flood behaviour across the full range of design flood events for the Dawson River and Don/Dee River catchments. To achieve this and satisfy objectives outlined in Section 1.2, this study includes the development of a detailed hydrologic and hydraulic model. The proposed scope of work to be delivered is outlined below.

### 5.1 Data Collection

At the project inception, Council will provide the available data listed in Table 5. Additional data required for collection and / or development is outlined below.

#### 5.1.1 Survey Capture

At a minimum the successful tenderer will either procure or complete:

- Survey of gauge zero at relevant gauges. Where there are only one or two gauges within the study area, it is critical cross-sections and gauge zeros are surveyed. This has the potential to be a significant source of error if not completed.

#### 5.1.2 DEM Development

The flood study requires development of a Digital Elevation Model (DEM) as a key input into hydrological and or hydraulic models. The tenderer should identify and provide a description of the methodology for DEM development.

#### 5.1.3 Data Review

A comprehensive data review should be completed as part of the initial stage of the study commencement. This should aim to identify if all necessary data is available, the quality of data available and provide recommendations to Council where additional datasets will be required. This should be raised with Council early to ensure a suitable methodology for addressing gaps can be identified and agreed.

### 5.2 Site Visit

A site visit is to be undertaken as part of all studies to ensure the successful tenderer has an appreciation of catchment condition and major hydrologic and hydraulic features. Expected outcomes of the site visit include:

- Understanding of potential flooding mechanisms and flows paths
- Location of all key stormwater assets within the catchment to ensure accuracy of dataset
- Where information is missing, capture sizing and invert levels of key structures
- Ensure major hydraulic features including cross-drainage infrastructure and waterway crossings is identified.

It is recommended that the tender be accompanied by key Council staff to provide an opportunity for Council to raise any potential issues and highlight areas of interest.

## 5.3 Flood Behaviour

This section outlines the proposed methodology and requirements to understand existing and future flood behaviour across the study area. This understanding of flood behaviour and data produced as part of the Flood Study will be used to inform future work and future studies including but not limited to a Floodplain Risk Management Study and Plan. The future requirements of the hydrologic and hydraulic flood models and data outputs should be considered as part of the model development to ensure compatibility with future requirements.

### 5.3.1 GIS Systems

All analysis and modelling and study outputs are required to be undertaken under the following GIS specification.

- Datum GDA 2020
- Coordinate System MGA 56.

### 5.3.2 Software

Modelling software selected should be appropriate for the catchment characteristics and type of flooding. Any modelling software adopted should be industry standard package with no constraints for future use. Software selected should either be freely available or the costs for access and maintenance should be clearly articulated in the response.

The selection of hydraulic modelling software must be fit for the purpose of the study. Available 1D and 2D hydraulic modelling software for use include:

- TUFLOW
- Flood Modeller
- HEC-RES
- InfoWorks ICM
- MIKE Flood.

### 5.3.3 Design Event and Sensitivity Scenarios

Standard design events that should be included as a minimum for new flood studies are:

- 50% AEP,
- 20% AEP,
- 10% AEP,
- 5% AEP,
- 2% AEP,
- 1% AEP,
- 1% AEP including climate change,
- 0.5% AEP,
- 0.2%AEP,
- 0.1% AEP,
- 0.05% AEP design flood events,
- and the PMF.

Additional sensitivity scenarios to consider including where appropriate:

- Tailwater conditions including consideration of coincident flooding where discharging to a larger river system
- Dam break scenario
- Levee failure
- Blockage scenarios in line with ARR19
- Modifications to Manning's 'n' to understand model sensitivity
- Current and future planned major infrastructure (if detailed assessment and design details are available) within the immediate catchment / wider floodplain that has potential to influence flood behaviour within the study area (e.g. levees, weirs, major culverts and bridges etc) to be assessed to the best extent possible.

Tenders should include a description of how sensitivity scenarios will be assessed as part of the project.

### 5.3.4 Climate Change

A climate change scenario should be included in all flood studies. Where considered appropriate a flood event rarer than the design event can be utilised as a proxy for a climate change scenario. As a minimum RCP 4.5 and RCP 8.5 should be assessed to understand the catchments sensitivity to climate change.

### 5.3.5 Hydrologic modelling

The hydrologic model shall be developed in line with ARR19 methodologies. Tenders should consider the following in their proposed hydrologic modelling methodology:

- Software selection should consider application (for example there may be a requirement for future use in flood forecasting) and study needs
- Software selected should either be freely available or the costs for access and maintenance should be clearly articulated in the response
- Catchment delineation
  - Catchment delineation with suitable detail for the catchment size, areas of interest and consideration of inflow locations for the selected hydraulic model
  - Where catchments have been delineated using automated software, catchments should be checked manually to ensure sizing and shape are representative of hydrologic features
  - Catchment outlets should support the development of the hydraulic model and should consider the overall intent of the study (i.e., creek / riverine versus overland flow)
  - For areas of the catchment not included in the hydraulic model extent, consideration should be given to any potential attenuation or lag.
- Hydrologic parameters selected should be in line with ARR19 methodologies
- Where localised IFDs are available these should be adopted
- Catchment land use scenario should consider future model use, where it is anticipated a Flood Risk Management Study will be completed consider two land use scenarios:
  - Existing land use (base case)
  - Ultimate development (representing a fully developed catchment based on the most recent planning scheme zoning)
- Model validation should consider the following options:

- Existing hydrologic model / information
- Regional methods
- Flood frequency analysis
- Model calibration

Reporting should clearly articulate methodology, calibration and validation results, selected parameters and justification and all model assumptions and limitations. The successful tenderer must provide all required files to ensure Council or future consultants can view, modify and run the hydrologic model. Where internal scripts or tools have been prepared and are required to modify and run the model, these will be provided along with instructions of use.

### 5.3.6 Hydraulic modelling

Development of the hydraulic model must be in accordance with the recommendations of ARR19. Tenders should ensure the proposed methodology must consider the following items:

- Necessary balance between model simulation time and required detail for the study
- Future use of the model (i.e., for use in a future floodplain risk management study, development assessments, infrastructure upgrades etc.)
- Use of latest software features where appropriate, such as sub-grid-sampling, quadtree as examples
- Ensure adequate detail is provided around areas of interest
- Representation of land use using Manning's 'n' should consider the future use of the model. This may require the assessment of two land use scenarios:
  - Existing land use (base case)
  - Ultimate development (representing a fully developed catchment based on the most recent planning scheme zoning)
- Other hydraulic modelling parameters including key hydraulic features, 1D structures and stormwater elements, and boundary conditions
- Where the study area discharges to a larger downstream river system, coincident flooding with this system should be incorporated into modelling methodology.

As part of the response, the tenderer must provide evidence that the hydraulic modelling software selected can meet the requirements of the brief. Where the selected software has ongoing costs associated with the visualisation or analysis of results this cost should be clearly defined so that Council has a clear understanding of ongoing costs. The successful tenderer must provide all required files including the model log to ensure Council or future consultants can view, modify and run the hydraulic model. Where internal scripts or tools have been prepared and are required to modify and run the model, these will be provided along with instructions of use.



### 5.3.6.1 Required Outputs

The successful tenderer should ensure the following items are included in deliver:

- Water surface level (m AHD)
- Flood depth
- Flood velocity
- Velocity x Depth Product (Z0)
- A fit-for-purpose approach to flood hazard definition in line with ADR Guideline 7-3, Flood Hazard (2017) (ZAEM1)
- Timeseries Outputs (XMDF) (1% AEP, 1% AEP including climate change)

### 5.3.7 Calibration Events

Tenders should include a discussion on proposed calibration methodology including:

- Selection of calibration and verification events to at least three historical events of varying magnitude where available
- Development or the use of existing rating curves
- A flood frequency analysis to inform design event flows

Calibration to flood / debris marks where available. Flood / debris marks have an element of uncertainty, and this should be considered when assessing calibration results.

## 5.4 Community Consultation

A community consultation process will be completed as part of the Flood Study. This will include two main components, initial consultation to inform the public and collect information and public exhibition where the Draft Flood Study will be made available for comment by the community.

- Preparation of an information leaflet providing information around the planned Flood Study and details of how the community can be involved
- Preparation of a questionnaire form seeking information around historic flood behaviour, flood marks, photographs and videos, known key issues and general information about flooding in the study area
- Where public exhibition is planned, advertisement of where and how the community can review the Draft Flood Study report (i.e., via Council website, mail drop, newspaper, etc.)
- Two-week period where the community are able to review results and the report and provide any questions, comments or additional information
- Organised community consultation sessions where the community can drop-in and ask questions or provide feedback
- Two-to-four-week period where the successful tenderer will address or answer any comments provided by the community.

Following this process, the Flood Study will be considered by Council for approval and finalisation.

## 5.5 Deliverables

The deliverables to be provided for the following areas are outlined in Table 7 below:

- Baralaba
- Callide Valley (Biloela, Jambin, Thangool)
- Dululu
- Taroom
- Theodore

It is expected deliverables will be provided via a data handover pack, which will include a description of file location, information included and how to interpret if necessary.

**Table 7: Deliverable Requirements**

Deliverable	Item	Requirements
<b>Data</b>	Any captured, generated and processed data.	Where data has been captured (i.e., ground survey, floor level etc.) provide a corresponding QA report.
<b>Spatial information</b>	Any captured, generated and processed data.	.tab
<b>Model Files (hydrologic and hydraulic)</b>	Modelling input files	
	Output files (raw)	Water surface level, depth, velocity, Z0, ZAEM1 in either .flt or .asc format
	Hydrologic analysis	Catchment and sub-catchment delineation (*.shp), ARR Data Hub download, and temporal pattern analysis.
	Processed output files	Water surface level, depth, velocity, Z0, ZAEM1 in either .flt or .asc format Datum GDA 2020 Coordinate System MGA 56
	Timeseries outputs (XMDF)	1% AEP, 1% AEP including CC
	Log files and check files	Only required for one design event not all
	Modelling log	Should include any necessary instructions for model use, a summary of design events, scenario setup including sensitivity runs and details of critical duration assessment.
<b>Mapping</b>	Water surface level (m AHD)	PDF
	Flood depth (m)	
	Flood velocity (m/s)	
	Velocity x depth	
	Hazard (ZAEM1)	
<b>Reporting</b>	Final Report	PDF Individual maps and figures to be provided as separate files.
	Any interim reports not included in the final report.	PDF
<b>Community Consultation</b>	Summary of community consultation comments and how these have been responded to or addressed.	Excel or word
<b>WaterRIDE models</b>	Outputs suitable to enable the creation of new flood	

	models within WaterRIDE (.wrr)	
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### 5.5.1 Reporting

Each of the Flood Study reports should include, as a minimum but not limited to, the following:

- Description of study area, catchment characteristics, land use across the catchment, key features and historic flood information.
- Hydrologic modelling methodology, key assumptions, data used, software selection, relevant calculations, model checks and any major hydrologic features (for example significant storage areas).
- Description of hydraulic modelling methodology, model schematisation, model checks, floodplain characteristics, assumptions and relevant calculations.
- Calibration and validation assessment. This should include a comparison of water levels and stream flows at gauges and comparison to flood level marks.
- Selected design events, critical duration and temporal pattern assessment. Where focal points have been used across the catchment, these should be mapped and details provided.
- Description of sensitivity assessments including the impact on flood behaviour and significance of the parameter or scenario tested (for example is the catchment particularly sensitivity to changes to land use or tidal conditions etc.).
- Written description of design and historical flood behaviour for a range of events for locations across the study area.
- Presentation of model results showing extents, depths, levels, velocities and hazard of design flood events. Results should be mapped for the entire study area and tabulated results at key locations across the catchment.

Preliminary identification and assessment of existing problem / hot spot areas across the study area.

## 6 Intellectual Property

All data, models, modelling inputs and results, and reports associated with the development of the *Flood Study* is licensed by *Council* under a Creative Commons Attribution (CC BY) 4.0 international licence. To view a copy of this licence, visit: <https://creativecommons.org/licenses/by/4.0/>

The successful tenderer must provide all required files to ensure Council or future consultants can view, modify and run the hydrologic and hydraulic model. This includes instructions of use, a detailed model log, results and details of post processing to ensure final results can be replicated.

Where internal scripts or tools have been prepared and are required to modify and/or run models, or post process results, these will be provided along with instructions of use.

## 7 Program and Milestones

Under the FRMP funding arrangements there is a requirement that studies must be completed by June 2026.

Tenderers are requested to provide a high-level schedule as part of their response outlining how the project will be delivered to meet the timeframe requirements of the FRMP funding arrangements, with program dates specified for the milestones documented in Table 4 below.

**Table 8: Draft Project Program**

<b>Milestone</b>	<b>Target Date</b>
<b>Completion of hydrologic and hydraulic model setup and schematisation</b>	
<b>Peer review hold point</b>	
<b>Completion of Calibration and or validation results</b>	
<b>Peer review hold point</b>	
<b>Completion of design event modelling and sensitivity assessments</b>	
<b>Peer review hold point</b>	
<b>Draft Flood Study</b>	
<b>Community Consultation</b>	
<b>Finalisation of Flood Study</b>	

### 7.1 Peer Review Process

QRA has arranged an Independent Peer Review and Advisory Panel to ensure projects delivered are consistent with industry standards and current best practice. This review process will include a minimum of three review points for flood studies. Council may require more than three review points depending on the complexity of the project and Council's needs.

To achieve project program and budgetary constraints, the proposed review process is recommended to be collaborative and proactive. That is, the successful tenderer is required to engage with the appointed project peer reviewer and with Council in an open forum to discuss the proposed approach prior to undertaking tasks. To this end, the project peer reviewer will attend and provide input into the project progress meetings documented in the subsequent section.

Proposed review points are detailed in Table 9 below, additional review points may be added as needed. To support the Peer Review process there is a minimum expectation

that at each review point the successful tenderer will provide to Council and the reviewer the following:

- Draft reporting documenting the appropriate sections of the ultimate flood study report
- Modelling files and results
- Modelling QA log.

Where the peer reviewer does not have a license to the selected modelling software, it is expected the successful tenderer will provide a licence to ensure the peer reviewer is able to complete their review. This cost will be paid for by the successful tenderer.

At each specified review point, the project peer reviewer will have a single opportunity to review the provided information and provide a single completed review document. Each item will be classified as OK, minor or major issue, with all major issues requiring rectification by the successful tenderer and close out with the peer reviewer before proceeding.

**Table 9: Peer Review Points**

Proposed review points	Deliverable	Target Date
Review Point 1	Model Schematisation	
Review Point 2	Model Calibration / Validation	
Review Point 3	Draft Report	

## 7.2 Progress Reporting

*Council should update this section as required for internal reporting requirements. It may be necessary to request an informal monthly team catch-up.*

Project progress shall be communicated and tracked via regular project meetings and project progress reports. Project meetings will be arranged as needed, however, will include the following key points:

- Inception meeting
- Presentation of data review and, hydrologic and hydraulic model setup and schematisation
- Presentation of calibration and validation results
- Completion of design event modelling and sensitivity assessments
- Final Flood Study Report presentation.

It is expected the successful tenderer will provide high level progress reporting monthly. This report will include the project status based on the agreed project schedule, work completed in the reporting month, work to be completed next month, any emerging risks or issues, and decisions required from Council.

## Glossary

Term	Definition
<b>Annual Exceedance Probability (AEP)</b>	Annual Exceedance Probability (AEP) expresses the probability of an event being equalled or exceeded in any year in percentage terms, for example, the 1% AEP design flood discharge. (ARR, 2019)
<b>Australian Height Datum (AHD)</b>	Australian surface level datum approximately corresponding to mean sea level.
<b>Catchment</b>	Area of land draining to a particular site downstream.
<b>Digital Elevation Model (DEM)</b>	Spatial dataset representing the topographic surface of the earth excluding buildings and trees.
<b>Discharge</b>	Rate of flow of water in terms of volume per time (m <sup>3</sup> /s).
<b>Floodplain</b>	Extent of land which could be subject to inundation from floods up to and including the PMF.
<b>Flood risk</b>	Flood risk considers the likelihood and consequences including the flood behaviour across the full range of design events, exposure, land use, vulnerability, tolerability, evacuation or isolation, other risks including loss of services. Flood risk should be determined at the local level to reflect local context.
<b>Hydraulics</b>	Represents the study of how water flows through waterways and estimates flood behaviour parameters such as water level, depth and velocity.
<b>Hydrology</b>	Refers to the rainfall runoff process and provides a way to estimate peak flows, volumes and flow hydrographs at specified locations within the catchment.
<b>Hydrograph</b>	A graph showing the flood flow or level (stage) for different times during a flood.
<b>LiDAR</b>	Laser imaging, detection and ranging (LiDAR) uses remote sensing to measure the elevation of objects on the ground. Raw LiDAR will include trees and building measurements.
<b>Overland Flow Flooding</b>	Overland flow is the surface runoff following rainfall, concentrated in natural lower lying areas and swales across the landscape. Flooding is usually 'flashy' with peaks occurring shortly after rainfall.
<b>Riverine Flooding</b>	Flooding within large river systems where floods increase and break out of the riverbanks to inundate adjacent floodplains. Flooding is generated from rainfall across the broad catchment area. It may take many hours, or

	even days, for peak flood levels to occur as rainfall slowly drains from the catchment.
<b>Hydrologic and hydraulic models</b>	Computer modelling of rainfall and surface runoff to simulate real world flood conditions and therefore estimate likely flood extents and flood behaviour for theoretical future conditions and events.
<b>Probable Maximum Flood (PMF)</b>	Denotes the largest possible flood that could occur at a particular location. The PMF is generally estimated based on the PMP.
<b>Probable Maximum Precipitation (PMP)</b>	The PMP represents the largest depth of rainfall that could occur over a given catchment area.
<b>Rating curve</b>	A graph plotting flow versus stage (water level) at stream flow gauges.
<b>Runoff</b>	The amount of rainfall that will result in overland flow or streamflow.
<b>Stage</b>	Another term for water level and is measured based on a specified datum.
<b>Water Sensitive Urban Design</b>	Design and planning of the urban environment to consider the natural ecosystem and sustainable water management.

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