



GENERAL SPECIFICATION -CONTRACTUAL MATTERS (STANDARD RISK)

SUPPLY AND ERECTION OF THREE TWO-BEDROOM DWELLING
HOUSES

Contract No.: RFT 03 2021-22

General Specification

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1. THE GENERAL SPECIFICATION

- 1.1 The General Specification comprises the following documents:
- (a) the general specification (this document);
 - (b) Part Town Map, Aerial View. Drawing S1 Rev A.
- 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(b) 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 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 Specification:
- (a) **Approvals** means certificates, licences, accreditations, clearances, authorisations, consents, permits, approvals, determinations and permissions from any Authority and any related fees and charges;
 - (b) **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;
 - (c) **Contractor Documents** means 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 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);
 - (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) **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;
 - (f) **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;

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- (g) **Principal** has the same meaning as given to that term in the General Conditions of Contract (as the case may be);
- (h) **Program** has the same meaning as given to that term in the General Conditions of Contract (as the case may be);
- (i) **Specification** means the documents listed in clause 1.1 and all documents attached to or incorporated by reference into those documents;

3. CONTRACTOR WARRANTIES

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

- 3.3 **(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, at:

- (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 fit for:
 - (i) the purpose of residential housing and
 - (ii) any other purpose stated in or to be reasonably inferred from the Contract.

- 3.4 **(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;

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- (b) inspected the Site;
 - (c) familiarised itself with factors which 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.
- 3.5 **(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.
- 3.6 **(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 consultant using Good Industry Practice;
 - (d) be fit for:
 - (i) the purpose of the Principal's records; and
 - (ii) any other purpose stated in or to be reasonably inferred from the 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 **(Design drawings)** The Contractor is deemed to have allowed for the time permitted by subclause 8.3 of the General Conditions for examination of design 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 drawings. Unless otherwise directed the Contractor is not required to (and must not) resubmit revised drawings to the Principal or its Personnel.
- 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:

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

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

5. DESIGN

- 5.1 **(Principal's Project Requirements)** Without limiting any other obligation of the Contractor or right of the Principal, to the extent (if any) that the Principal's Project Requirements includes any drawings, specifications or other information, samples, models, patterns and the like provided by the Contractor ('Contractor's Tendered Design') then the Contractor warrants and represents that the Contractor's Tendered Design accords with the balance of the Principal's Project Requirements.
- 5.2 **(Purpose for which The Works must be fit)** The Contractor must ensure that, at Practical Completion the Works are, and warrants and represents that the Works will at Practical Completion be, fit for:
- (a) the purpose of residential living; and
 - (b) any other purpose stated in or to be reasonably inferred from the Contract or otherwise made known to the Supplier prior to the date of the Contract.
- 5.3 **(Submission and review of Design Documents)** The Contractor must submit the following Design Documents to the Superintendent for review in the format identified below at the times identified below:

Item	Description Design Documents	Format of Design Documents	Timing
(a)	Completed design drawings for all relevant trades	.pdf	In accordance with the approved program

- 5.4 **(Feedback)** The Principal shall advise the Contractor within a reasonable time as to whether it grants or refuses permission for the use of the Design Documents for the construction of The Works. The Contractor must not amend any Design Document for which the Principal has granted permission unless the Contractor first obtains the Principal's written consent.
- 5.5 **(Resubmission)** If the Principal refuses permission, the Principal shall provide reasons for the refusal in which case the Contractor must resubmit updated Design Documents to the Principal, together with a report which identifies how any comments from the Principal have been addressed in the Design Documents.
- 5.6 **(Effect of review)** No review, permission, approval, consent, confirmation, comment, advice or the like given or withheld by or on behalf of the Principal in relation to any Contractor Document shall:
- (a) constitute an acceptance by the Principal or the Principal's Representative of any responsibility in connection with the WUC;

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- (b) adversely affect any right of the Principal; or
- (c) relieve the Contractor from any of its responsibilities, obligations or liabilities.

5.7 **(Consultant's design certificate)** The Contractor must, at the time of submission of Design Documents, give to the Superintendent a statutory declaration properly executed by a representative of the Contractor's design consultant in a position to verify the facts stated in the declaration stating that the Design Documents in respect of which the declaration is issued:

- (a) have been prepared by Personnel of the Contractor that:
 - (i) have the experience, skills, expertise and resources
 - (ii) hold all necessary competencies, licences, accreditations, qualifications, permits, clearances or other authorisations,required to undertake their part of the Contractor's Design Obligations; and
- (b) accord with the requirements of the Contract.

6. PRINCIPAL SUPPLIED INFORMATION

6.1 **(Definitions)** In this clause, Principal Supplied Information means any information relating to the Contract which either:

- (a) 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
- (b) does form part of the Contract but which is expressly identified as Principal Supplied Information or otherwise as information on which the Contractor should not or must not rely,

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

6.2 **(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.

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

- (a) acknowledges and agrees that the Contractor has not relied; 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.

7. WORK BY OTHERS

7.1 **(Work by others)** The following Work will be undertaken by others:

- (a) Service connections to each of 3 allotments. Electricity, water, septic system. These may be completed prior to or after the Contractor's practical completion
- (b) Building design compliance audits and issue of Building Permits (Development Permit for Building Works) and issue of certificates of classification (certs of occupancy). These functions will be arranged by the Principal.

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- 7.2 **(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 7.1) 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 7.1 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.
- 7.3 **(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 7.1.

8. PRINCIPAL SUPPLIED MATERIALS

- ~~8.1 **(Definitions)** In this clause, 'Principal Supplied Materials' means materials 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.~~

9. APPROVALS AND OTHER LAW

- 9.1 **(Approvals obtained by the Principal)** The Principal will obtain the following Approvals:
- (a) Building Permit for each building on each site
- The Contractor must comply with those Approvals to the extent that they are applicable to WUC.
- 9.2 **(Final certificates)** The Contractor must:
- (a) obtain all final certificates;
 - (b) provide a list of all inspections and forms required for the final certificate before commencing any WUC.
- 9.3 **(Compliance)** The Contractor must and must ensure that its Personnel comply with all Approvals and other law which are in anyway applicable to WUC, including, unless the Contract expressly provides otherwise, by paying all fees, royalties, levies, charges, costs, expenses, taxes or duties.
- 9.4 **(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 Contractor to perform WUC.
- 9.5 **(Timing)** The Contractor is deemed to have allowed a reasonable time in its Program for all required Approvals to be applied for and obtained.

10. SITE

(Location) The three detached sites are located in Croydon QLD, are identified in Appendix A and are known as –

Lot 251 MPH15915, 43 McArthur Street

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Lot 463 MPH15915, 29 Brown Street

Lot 445 MPH15915, 22 Francis Street.

- 10.1 **(Requirements of possession)** The Contractor's attention is drawn to clause 24 of the General Conditions of Contract. The following documentation and information must be provided to the Superintendent as a requirement of the Principal giving possession of the Site and within the earlier of:

- (a) ~~20 Business Days after the Date Of Acceptance of Tender; and~~
(b) 5 Business Days prior to any scheduled pre-start meeting:

Item	Description	Relevant clause
A.	Updated Program	Clause 11 of this Specification
B.	Dilapidation survey	Clause 13.7 of this Specification
C.	Work health and safety documentation (including, if applicable, evidence of payment of fees and lodgement of notice appointing Contractor as principal contractor)	Clause 11A of the General Conditions of Contract
D.	Environmental management plan	Clause Error! Reference source not found. of this Specification
E.	Traffic management plan	Clause Error! Reference source not found. of this Specification
F.	Documentary evidence of the giving of notice and the payment of the portable long service levy to Qleave	Clause 11B of the General Conditions of Contract
G.	Evidence of insurance	Clause 19 of the General Conditions of Contract
H.		

- 10.2 **(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).

- 10.3 **(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

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

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

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- (a) clearly identify the extents of the Site to the public;
 - ~~(b) be covered with opaque screening/printed fence wrap to limit viewing into the Site and include any graphic design provided by the Principal; and~~
 - (c) be kept in good condition.
- 10.6 **(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*.
- 10.7 **(Deliveries)** The Contractor is responsible for delivery and unloading of all goods, equipment and other materials used in WUC (including any such materials used by subcontractors), providing space for the storage of the materials, handling the materials and checking that the materials comply with the requirements of the Contract.
- 10.8 **(Site office)** Not required by the Principal.
- 10.9 **(Setting out)** The Contractor's attention is drawn to clause 26 of the General Conditions of Contract. The Contractor must:
- (a) set out The Works from the information shown on the drawings provided by the Principal
 - (b) check all dimensions on Site before proceeding with WUC; and
 - (c) notify the Superintendent of any omissions or discrepancies within the drawings or 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.
- 10.10 **(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.
- 10.11 **(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.

11. PROGRAM

- 11.1 **(Format and details)** The Program shall:

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- (a) be submitted in electronic format with copies in PDF format ~~and native Microsoft "Project 2010" file format; and~~
 - (b) detail the Contract milestone dates, the commencement and completion dates of each trade and/or sub-contract *work* activity, procurement activities and supply contract activity, with activities linked in a logical progression through a 'critical path' and identify any float based on a continuous cycle of WUC.
- 11.2 **(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.
- 11.3 **(Constraints to Program)** The following information is to be taken into account when preparing Programs:
 - (a) Contractor should allow 2 calendar weeks for the process of building design compliance audit, issue of RFI's, issue of Building Permit all undertaken by a Building Certifier appointed by the Principal. During this period it is expected the Contractor may continue with materials procurement at the Contractor's own discretion.
- 11.4 **(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.
- 11.5 **(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.

12. QUALITY ASSURANCE SYSTEM

- 12.1 **(Quality assurance system)** ~~The Contractor must, 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). The Contractor must comply with, and ensure that all of the Contractor's Personnel comply with the system. The Contractor shall appoint a suitably qualified quality assurance representative, who shall have such authority to effectively manage and control the implemented quality system.~~
- 12.2 **(Quality plan)** ~~The Contractor's quality assurance system must include a project quality 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;~~

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- ~~(c) — a Lot Plan;~~
- ~~(d) — details of project specific procedures including those related to the following to the extent that they are applicable to WUC:~~
 - ~~(i) — all shop drawing formation and coordination;~~
 - ~~(ii) — management of all services subcontractor/trades;~~
 - ~~(iii) — management of all services/operational commissioning;~~
- ~~(e) — applicable inspection and test plans;~~
- ~~(f) — a register of all proposed quality records; and~~
- ~~(g) — a copy of the NATA terms of registration for the Contractor's compliance testing laboratory.~~

~~12.3 (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) — work which shall not be covered up or made inaccessible without the prior approval of the Superintendent;~~
- ~~(e) — hold points beyond which Work cannot proceed without approval of the Superintendent;~~
- ~~(f) — relevant standards and criteria; and~~
- ~~(g) — the records to be maintained by the Contractor;~~

~~12.4 (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 assurance system.~~

~~12.5 (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 not less than 2 Business Days' notice of its intention to commence each stage of the following work:~~

- ~~(a) Excavation for footings~~
- ~~(b) Pouring of concrete for footings~~

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

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Superintendent may deduct the cost of the inspection as a Required Deduction pursuant to clause 37.2 of the General Conditions of Contract.

13. REPORTS, MEETINGS AND RECORD KEEPING

13.1 (Progress reports) The Contractor must:

- (a) keep the Principal fully informed of the progress and performance of WUC; and
- (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;
- (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).

13.2 (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 inspections and meetings at the Site.~~

13.3 (Meetings) The Contractor must attend and ensure that the Personnel noted below attend the following meetings:

Item	Meeting description	Topics discussion	for	Time for meetings	Required attendees
(a)	Pre-start meeting	All		Prior to commencement of WUC at each Site	

The Contractor must at the times 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. The Contractor shall provide a sufficient and safe access for all inspections and meetings at the Site.

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

13.5 (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 to the auditor with copies of, facilitating the copying by the auditor of, the all other records, information and documentation required to be created under this clause 13,

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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.

- 13.6 **(Photographic evidence)** The Contractor must provide to the Superintendent a progressive photographic record of the progress of WUC at the times required by the Superintendent. Photographs shall be in high definition digital format and shall be dated and labelled to describe the photograph's content.

- 13.7 **(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:~~

~~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.~~

- 13.8 **(As constructed drawings)** The Contractor must give to the Superintendent, as a requirement of Practical Completion as constructed drawings of The Works which unless the Superintendent otherwise directs shall comply with AS 1100.101-1992: Technical Drawing – General as amended or replaced from time to time. The Contractor must provide:

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

~~The as constructed drawings must 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. The as constructed drawings must be prepared utilising the latest issued version of the construction drawings and must be prepared using AutoCAD 2010 format, or an alternative software package/format approved by the Superintendent. The as constructed drawings must be clearly identified as 'as constructed drawings', be appropriately titled and must be dated and signed by the Contractor.~~

14. PAYMENT CLAIMS

- 14.1 **(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) To be advised.

15. CONFIDENTIAL INFORMATION

- 15.1 **(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;

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- 15.2 safety (**Relationship to General Conditions of Contract**) The Contractor's attention is drawn to clause 11A of the General Conditions of Contract. Nothing in this clause 18 shall be taken to limit or exclude any obligation or liability of the Contractor under the General Conditions of Contract or at law in relation to work, health and safety.
- 15.3 (**Storage**) The Contractor must:
- (a) appropriately store and secure any poisonous, flammable or injurious substances for the duration of WUC;
 - (b) provide all necessary fully charged fire extinguishers in accessible locations at the Site as are necessary for the care and safety of WUC to the satisfaction of the Superintendent and the Queensland Fire and Emergency Services or other relevant Authority;
 - (c) provide adequate first aid facilities appropriate to the size and composition of his/her staff and labour force and the nature of WUC;
 - (d) if the Principal has appointed a third party as principal contractor for the Site under the *Work Health and Safety Regulation 2011* (Qld), comply with the reasonable requirements of that third party in its capacity as principal contractor; and
 - (e) if the *Principal* has not appointed a third party as principal contractor for the Site:
 - (i) comply with the work health and safety policies and procedures of the Principal which are in any way applicable to this Contract and which are made known to the Contractor from time to time;
 - (ii) inform the Principal of all its work health safety policies, procedures or measures implemented for the individual project sites established for performance of its obligations under this Contract.
- 15.4 (**Fitness for Work Policy**) The Contractor, must, and must ensure that its Personnel undertaking any WUC must comply with the Port of Townsville's Fitness for Work Policy and Procedures published from time to time on the Principal's website.
- 15.5 (**WHS Report**) The Contractor must submit a report in the form attached in **Appendix B** to the Superintendent relating to activities at the Site on a weekly basis, or as otherwise directed by the Superintendent.

16. ENVIRONMENTAL PROTECTION

- 16.1 (**Environmental protection**) The Contractor must, and must ensure that its Personnel perform the Contractor's obligations in accordance with:
- (a) best practice environmental management (as that term is defined in Section 21 of the *Environmental Protection Act 1994* (Qld));
 - (b) the requirements of all other Legislative Requirements relating to the protection of the Environment; and
 - (c) the Principal's Policies and Procedures relating to the protection of the Environment.

~~The Contractor must provide a copy of its environmental risk assessments and relevant control strategies for WUC for the Superintendent's review prior as a requirement of possession of the Site and prior to any pre-start meeting. The level of detail in the risk assessments shall be adequate to provide the Superintendent with a clear understanding of the required work.~~

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17. WASTE MANAGEMENT

- 17.1 **(Definitions)** In this clause ‘Levyable Waste Disposal Site’, ‘Levyable Waste’, ‘Waste’, ‘Waste Disposal Site’ and ‘Waste Levy’ have the meanings given to those terms in the *Waste Reduction and Recycling Act 2011* (Qld).
- 17.2 **(Contractor’s obligation)** The Contractor must:
- (a) ensure that all Waste from the Site is placed in appropriate containers and removed from the Site to a legal Waste Disposal Site in accordance with the *Waste Reduction and Recycling Act 2011* (Qld) and any other applicable Legislative Requirements;
 - (b) otherwise ensure that all Waste arising from WUC is disposed of in accordance with the requirements of the *Waste Reduction and Recycling Act 2011* (Qld) and any other applicable Legislative Requirements relating to the disposal of Waste; and
 - (c) pay all royalties, levies, fees, charges, costs, expenses, taxes or duties in connection with the disposal of Waste.

18. BIOSECURITY MANAGEMENT

18.1 ~~(Definitions)~~ In this clause:

- ~~(a) a **Biosecurity Risk** is the risk that exists when dealing with:~~
 - ~~(i) any pest, disease, or contaminant (including plants, seeds, spores, eggs, vertebrate and invertebrate pest); or~~
 - ~~(ii) something that could carry a pest, disease or contaminant (e.g. animals, plants, soil, equipment and water known as ‘carriers’);~~
- ~~(b) a **Potential Biosecurity Risk** is a Biosecurity Risk that does not currently occur at the Site but which has the capacity to occur at the Site. It may be present but not visible or may be introduced during WUC. It includes risks associated with carriers and the movement and sourcing of materials, vehicles, and machinery; and the disturbance, import or export of soils;~~
- ~~(c) a **Known Biosecurity Risk** is a Biosecurity Risk that is currently recorded within the footprint or proximity of the Site which is:~~
 - ~~(i) identified within biosecurity plans or programs active for the area;~~
 - ~~(ii) identified during WUC; or~~
 - ~~(iii) otherwise identified by the Principal;~~
- ~~(d) **BRMP** means a Biosecurity Risk management;~~
- ~~(e) **General Biosecurity Obligation** has the meaning given to that term in the *Biosecurity Act 2014* (Qld).~~

18.2 ~~(Biosecurity Risk management plan)~~ The Contractor must prepare and obtain the Superintendent’s direction regarding a BRMP. 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;~~

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~~(d) address both Potential Biosecurity Risks and Known Biosecurity Risks.~~

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

~~18.3 **(Training)** The Contractor must ensure that each of the Contractor's Personnel and every other person carrying out WUC at the Site is appropriately trained to be aware of Biosecurity Risks prior to that person carrying out any part of WUC. If at any time during WUC a breach of the BRMP or a significant Biosecurity Risk is identified, then the Contractor must immediately contact the Superintendent for direction.~~

19. **ASBESTOS**

~~19.1 **(General)** The removal, transportation and disposal of asbestos products must be undertaken in accordance with:~~

~~(a) all Legislative Requirements;~~

~~(b) relevant standards and codes of practice including "Safe Removal of Asbestos 2nd Edition [NOHSC:2002(2005)]" as amended or replaced from time to time; and~~

~~(c) to the extent not inconsistent with paragraphs (a) and (b) any management plan prepared under the Contract.~~

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

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

~~19.4 **(Certification)** At the completion of the asbestos removal process, the Contractor must provide certification that all asbestos has been safely removed from the Site and disposed of in accordance with this clause.~~

20. **CULTURAL HERITAGE**

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

(a) **Aboriginal cultural heritage** has the same meaning as in the *Aboriginal Cultural Heritage Act 2003* (Qld);

(b) **Aboriginal Party** has the same meaning as in the *Aboriginal Cultural Heritage Act 2003* (Qld);

(c) **Cultural Heritage** includes Aboriginal cultural heritage, Torres Strait Islander cultural heritage and Commonwealth cultural heritage;

(d) **Commonwealth cultural heritage** means significant Aboriginal areas and objects under the *Aboriginal and Torres Strait Islander Heritage Protection Act 1984* (Cth);

(e) **Torres Strait Islander cultural heritage** has the same meaning as in the *Torres Strait Islander Cultural Heritage Act 2003* (Qld); and

(f) **Torres Strait Islander Party** has the same meaning as in the *Torres Strait Islander Cultural Heritage Act 2003* (Qld).

20.2 **(Discovery of assets)** If Cultural Heritage assets are encountered at the Site, the Contractor must:

(a) cease all Work in the area surrounding the asset;

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- (b) notify the Superintendent; and
- (c) take appropriate actions as outlined in the Cultural Heritage plan (if any) or as otherwise directed by the Superintendent.

21. PANDEMIC RELIEF

21.1 (Definitions) In this clause:

- (a) **COVID-19** means the disease known as Coronavirus (COVID-19) which was characterised to be a pandemic by the World Health Organisation on 11 March 2020 and includes any mutations of that disease;
- (b) **COVID-19 Relief Event** means a disruption which:
 - (i) has an adverse effect on the supply of labour, equipment, materials or services required for the carrying out of the Contractor's obligations under the Contract;
 - (ii) is caused as a direct result of COVID-19;
 - (iii) the Contractor could not have avoided or overcome by the taking of all reasonable steps (but without the need to expend additional costs).

21.2 (Notice) If the Contractor considers that there has been a COVID-19 Relief Event, it must promptly give the Superintendent notice in writing containing detailed particulars of the following:

- (a) the actual disruption which has had an adverse effect on the supply of labour, equipment, materials or services required for the carrying out of the Contractor's obligations under the Contract caused as a direct result of the COVID-19 and full details of the adverse effect;
- (b) the likely duration of the COVID-19 Relief Event;
- (c) the Contractor's plan to deal with the consequences of the COVID-19 Relief Event which must as a minimum include details of the steps that the Contractor will take to:
 - (i) avoid, mitigate, resolve or to otherwise manage the relevant effect of the COVID-19 Relief Event; and
 - (ii) minimise any additional cost to the Commonwealth in respect of the COVID-19 Relief Event,(‘Contractor's COVID-19 Relief Plan’); and
- (d) such other details or information as the Superintendent may require.

21.3 (Superintendent's determination) The Superintendent must, within 14 days of receipt of the Contractor's notice under paragraph (a) notify the Contractor and the Principal of its determination as to whether a COVID-19 Relief Event has occurred.

21.4 (Superintendent's Direction) Where the Superintendent has determined a COVID-19 Relief Event has occurred, the Superintendent may, without being under any obligation to do so, direct the Contractor in relation to the Contractor's obligations under the Contract that are affected by the COVID-19 Relief Event.

21.5 (Consequences of COVID-19 Relief Event) If a COVID-19 Relief Event occurs:

- (a) subject clause 21.7 the Contractor:

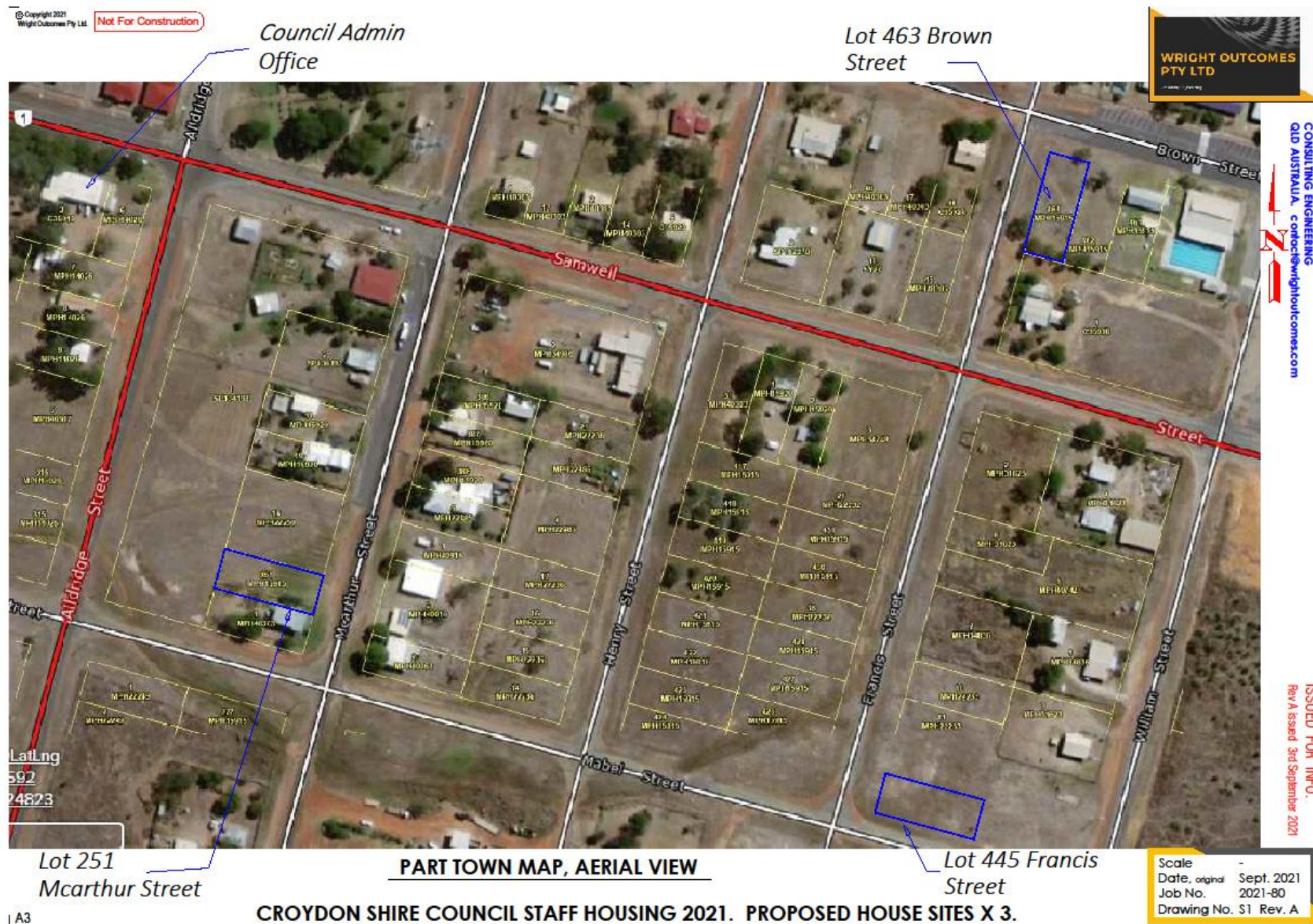
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- (i) shall be entitled to an EOT where it is otherwise so entitled under clause 35 of the General Conditions of Contract; and
 - (ii) Contract Sum shall be increased by the extra costs reasonably, necessarily and not prematurely incurred by the Contractor after the giving of the notice under clause 21.2 which arise directly from the COVID-19 Relief Event and any Direction of the Superintendent under paragraph (c), as determined by the Superintendent; and
 - (b) the Contractor must:
 - (i) comply with any Direction of the Superintendent in relation to the COVID-19 Relief Event; and
 - (ii) subject to any amendments required by the Superintendent, implement the Contractor's COVID-19 Relief Plan.
- 21.6 **(Sole remedy)** To the extent permitted by law, the Contractor will not be entitled to make (and the Principal shall not be liable upon) any Claim arising out of or in connection with a COVID-19 Relief Event, any Direction of the Superintendent under clause 21.4 or any amendment required by the Superintendent under clause 21.5(b)(ii), other than under clause 21.5(a).
- 21.7 **(Superintendent's assessment)** The Superintendent:
- (a) will reduce any entitlement the Contractor would have otherwise had under subparagraph 21.5(a)(ii) to the extent that the Contractor has failed to take all reasonable steps to minimise any additional cost to the Commonwealth in respect of the COVID-19 Relief Event; and
 - (b) may, for the purposes of assessing the Contractor's entitlement under subparagraph 21.5(a)(ii) take into account any breakdown of the Contract Sum included in the Price Schedule (or when none is included, a breakdown included in the Contractor's tender).

22. PRACTICAL COMPLETION

- 22.1 **(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
 - (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 13.8;
 - (iii) completed warranties for all fittings and fixtures including major supply information;
 - (iv) operations & maintenance manuals;
 - (v) plumbing inspection certificates;
 - (vi) electrical inspection certificates; and

Appendix A - Sites



Appendix B – WHS Report

Contractor's Weekly WHS Report

Contractor: _____ Contract No.: _____

Contract Title: _____ Work Area: _____

Week Ending: _____

**This information relates directly to on-site activity only and for the period
Sunday – Saturday**

Number of persons Total hours worked

Number of Toolbox Talks held Number of Hazobs documented

Number of personnel observed during Field Inspections documented (Contractor initiated)

Number of employee job pre-start safety inspections (take 5)

Number of personnel observed during Safe Behaviour Observation's (SBO) conducted

Incident Summary

Incident Number	Summary	Investigation Status

Submit completed form to the WHS Manager by 07:00 Monday.

Contractor's Weekly WHS Report

WEEK AHEAD ACTIVITIES

Broad Outline of Activities for Coming Week:
HSE Initiatives for Week Ahead:
HSE Advisors Rostered on Site for Coming Week:
Toolbox Topics for Week Ahead:

THREE WEEK LOOK AHEAD FOR DESIGNATED HAZARDOUS ACTIVITIES

Date	Activity

TRAINING

Training Completed this Week
Training for Week Ahead:

CORRECTIVE ACTIONS OUTSTANDING

Date	Corrective Action	Responsibility
	NIL	