HOPE VALE ABORIGINAL SHIRE COUNCIL

GENERAL SPECIFICATION (CONSTRUCT ONLY)

CONSTRUCTION OF TWO SELF CONTAINED RESIDENTIAL UNITS

CONTRACT NO: HVRFT-12106 & HVRFT-2506

Contents

1. THE SCOPE

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

(a) This General Specification;

(b) 00.1 – Cover Letter 25 FLIERL STREET

(c) 00.2 – Cover Letter 121 LINK ROAD

(d) 01.1 – Stamped Plans – 25 FLIERL STREET

(e) 01.2 – Stamped Plans – 121 LINK ROAD

(f) 02.1 – Form 29 25 FLIERL STREET

(g) 02.2 – Form 29 121 LINK ROAD

(h) 03.1 Annexure 3 – Design and Construct Standards – August 2025

(i) 04.1 – K-15381-CRT-015-1 25 Flierl Street

(j) 04.2 - K-15381-CRT-015-2 25 121 Link Road

(k) 05.1 – 25 Flierl Street Soil Report

(l) 05.2 – 121 Link Road Soil Report

(m) 06.1 - GaH Checklist 2026 121 LINK RD

(n) 06.2 - GaH Checklist 2026 25 FLIERL STREET

(o) Other documents to the extent that they are incorporated (whether physically or by reference) into the specification, namely:

(i) Water Services Association of Australia (WSAA) standard specification;

(ii) Relevant Australian Standards;

(iii) Principal’s Policies and Procedures;

1.2 (**Precedence of documents comprising Scope**) The documents comprising the Scope 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. If that does not resolve the ambiguity, inconsistency, conflict or discrepancy then the document which contains the higher standard or more onerous obligation will prevail, unless otherwise directed by the Principal.

1.3 (**Documents incorporated by reference into Scope**) The Contractor is deemed to have obtained copies of, read, understood, and allowed for compliance with the Scope (including any documents which are incorporated into it by reference only).

2. DEFINITIONS

2.1 (**Definitions**) Capitalised terms used in the General Specification have the meanings assigned to them in the General Conditions of Contract (if any) unless the context otherwise requires. Terms which are separately defined in a specific clause have the meanings assigned in those clauses. Otherwise, in the General Specification:

(a) **Administrator** means, when used in or by reference to Department of Transport and Main Roads documents, the Superintendent;

(b) **Approvals** means certificates, licences, accreditations, clearances, authorisations, consents, permits, approvals, determinations, and permissions from any Authority and any related fees and charges;

(c) **Authority** means any Federal, State, or local government authority, administrative or judicial body or tribunal, department, commission, agency, government owned corporation, statutory body or instrumentality, or any other person having jurisdiction over the project;

(d) **General Conditions of Contract** means the General Conditions of Contract referred to in the formal instrument of agreement to which this General Specification is attached;

(e) **General Specification** means this document and all attachments to it which forms part of the Contract;

(f) **Good Industry Practice** means:

(i) the standard of skill, care, and diligence; and

(ii) the practices, methods, techniques, and acts,

of a skilled, competent, and experienced contractor engaged in the business of carrying out Work similar to the WUC;

(g) **Principal** has the same meaning as given to the term “Principal” or “Purchaser” in the General Conditions of Contract (as the case may be);

(h) **Principal’s Policies and Procedures** means the policies, procedures, codes, plans, guidelines, and the like provided or made available by or on behalf of the Principal to the Contractor from time to time, including those published on the Principal’s website which are in any way applicable to this Contract;

(i) **Program** has the same meaning as given to the term “construction program” or “program” in the General Conditions of Contract (as the case may be);

(j) **Design and Construction Standards** means Annexure 3 – Design and Construction Standards (August 2025), as amended or replaced from time to time; and

(a) **Sites** means the land at 121 Link Road, Hope Vale and 25 Flierl Street, Hope Vale.

3. CONTRACTOR’S INVESTIGATIONS

3.1 (**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.

3.2 (**Use of models or surveys**) To the extent that the Contractor uses electronic models, including design models, or surveys provided by or on behalf of the Principal, the Contractor must check, and is deemed to have satisfied itself of the accuracy, adequacy and completeness of, such electronic models or surveys, including any coordinate system used.

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 complexity and quantity of clarifications per information request submitted. The Contractor is encouraged to make recommendations and or suggestions for the Superintendent's consideration when submitting such requests.

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

(a) receipt or review of, or comment or Direction on, a document submitted by the Contractor;

(b) failure by the Principal or Superintendent to review, comment on, or give a Direction on any document submitted by the Contractor; or

(c) failure by the Superintendent to give its approval pursuant to subclause 8.3 of the General Conditions of Contract.

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

4.4 (**Code of Conduct**) If the Principal has published on its website, or made available to the Contractor a copy of a document which identifies the standards and behaviours expected from workers, including contractors, in delivering services to the local community (a "Code of Conduct"), then 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. DESIGN WORK

5.1 (**Standard of Contractor's Design Documents**) The Contractor's Design Documents must, unless the Superintendent otherwise directs, comply with AS 1100.101-1992: Technical Drawing – General as amended or replaced from time to time.

5.2 (**Submission and review of Contractor's Design Documents**) The Contractor must submit the following Contractor's Design Documents, trade design information, shop drawings, product data and compliance evidence to the Superintendent for review before ordering, fabrication, installation or carrying out WUC in reliance on those documents.

Description of Contractor's Design Documents	**Format of Contractor's Design Documents**	**Timing**
Roof trusses, roof framing and tie-downs	Truss layout, bracing, tie-downs, fixing details, manufacturer/supplier design certificate and any Form 15/RPEQ certification required.	Before fabrication or installation.
Plumbing, drainage, water supply and stormwater	Final hydraulic set-out, pipe runs, falls, inverts, connection points, fixture selections, approvals, inspection records and compliance certificates. Must include confirmation of existing service locations and connection points.	Before underground works/rough-in. As-constructed information and certificates before Practical Completion.
Electrical, smoke alarms, communications and air-conditioning provisions	Final trade layout, switchboard/circuiting, smoke alarm layout, product selections, compliance certificates and commissioning evidence.	Before rough-in. Certificates before Practical Completion.
Proprietary systems and regulated trade packages	Product data, installation details, warranties and installer/supplier certificates for termite management, waterproofing, windows, external doors, glazing, screens, roofing, gutters, flashings and other proprietary systems.	Before installation. Certificates and warranties before Practical Completion.
Structural steel, proprietary structural items and shop drawings	Shop drawings, product data, fixing details and certification for any structural steel, proprietary structural item, prefabricated item, or item not fully detailed in the Principal's design documents.	Before fabrication or installation.
Substitutions, alternatives and value engineering proposals	Marked-up drawings/details, product data, compliance evidence, certification, cost/program impact and confirmation that the proposal does not reduce quality, durability, compliance or design intent.	Before ordering, fabrication or use. No change is approved unless directed in writing by the Superintendent.
Handover and as-constructed information	As-constructed mark-ups/drawings, warranties, maintenance information, product data, test results, inspection records and all	Before Practical Completion.

	trade/supplier/installer/compliance certificates required under the Contract.	
Handover / as-built information	As-constructed mark-ups, warranties, O&M information and all required certificates.	Before Practical Completion.

5.3 (**Consultant's design certificate**) The Contractor must, at the time of submission of Contractor's 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 Contractor's Design Documents in respect of which the declaration is issued:

(a) have been prepared by Personnel that:

(i) have the experience, skills, expertise, and resources; and

(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.

5.4 (**Consultant's design construction certificate**) The Contractor must, as a requirement of Practical Completion and whenever otherwise reasonably directed by the Principal, give to the Superintendent a statutory declaration properly executed by a representative of the Contractor's design consultant in a position to verify the facts stated in the declaration, stating that:

(a) the consultant has:

(i) inspected the following parts of The Works described in the Contractor's Design Documents (**Certified Works**):

(A) Roof trusses, roof framing, roof bracing and tie-downs;

(B) Plumbing, sanitary drainage, water supply, stormwater drainage, fixture selections, existing service connections and associated hydraulic works;

(C) Electrical works, switchboard/circuiting, smoke alarms, communications and air-conditioning provisions;

(D) Termite management system, including treatment/barrier details, installer certificate and durable notice;

(E) Waterproofing and wet area treatment, including junctions, penetrations and installer certification;

(F) Windows, external doors, glazing, screens and associated wind rating/compliance evidence;

(G) Roofing, gutters, flashings, downpipes, roof drainage and associated fixing/installation details;

(H) Structural steel, proprietary structural items, prefabricated items and shop-drawn items where not fully detailed in the Principal's design documents or where proposed by the Contractor as an alternative;

(I) Approved substitutions, alternatives and value engineering proposals; and

(J) As-constructed drawings, product data, warranties, maintenance information, test results, inspection records, keys, manuals and all trade, supplier, installer and compliance certificates required under the Contract.taken all reasonable steps to ascertain whether the Certified Works are in accordance with the Contractor's Design Documents; and

(b) to the extent ascertainable from that inspection and those steps, the Certified Works are in accordance with the Contractor's Design Documents.

5.5 (**Shop drawings**) If WUC includes the provision of shop drawings, then the Contractor:

(a) is deemed to have allowed for the time permitted by subclause 8.3 of the General Conditions for examination of workshop drawings in the Construction Program;

(b) must review and incorporate any comments received from the Principal or the Principal's nominated Personnel in relation to the workshop drawings;

(c) unless otherwise directed, is not required to (and must not) resubmit revised workshop drawings to the Principal or its Personnel;

(d) must submit final structural steel shop drawings 'Issued For Fabrication' (IFF) to the Superintendent for information/filing purposes only and must, as part of its own quality management procedures, ensure that all previous comments have been incorporated; and

(e) 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.

5.6 Alternative proposals and value engineering

The Contractor is encouraged to identify and submit opportunities to improve buildability, construction efficiency, procurement, durability, maintenance outcomes, program or value for money.

Any alternative proposal, substitution, value engineering proposal or change to the Contract Documents must be submitted in writing to the Superintendent before procurement, fabrication or construction of the affected work. The submission must include, as applicable:

(a) marked-up drawings or details clearly identifying the proposed change;

(b) product data, manufacturer's information and installation requirements;

(c) design calculations, Form 15, RPEQ certification or other certification required for the proposed change;

(d) confirmation of compliance with the NCC, relevant Australian Standards, approvals, the Contract and manufacturer's requirements;

(e) the effect on quality, durability, maintenance, warranties, approvals, certification, design intent and appearance;

(f) the effect on the Construction Program; and

(g) the proposed cost adjustment, including any saving to the Principal.

The Principal may, at its discretion, arrange review or consultation with the Principal's architect, engineer, certifier or other consultant when assessing an alternative proposal. Such review or consultation does not constitute approval and does not relieve the Contractor from any obligation under the Contract.

No alternative proposal, substitution or value engineering proposal is approved unless the Superintendent gives a written Direction or Variation under the Contract. Unless the Superintendent's written Direction expressly states otherwise, a Contractor-initiated alternative proposal is for the Contractor's convenience and does not entitle the Contractor to additional payment or an extension of time.

The Contractor must not reduce the quality, durability, compliance, warranty, design life, functional layout, accessibility, safety, structural adequacy or certified design intent of the Works.

6. WORK BY OTHERS

6.1 (**Work by others**) The Contactor's attention is drawn to subclause 24.2 of the General Conditions of Contract. The Contractor acknowledges that the work identified in Appendix A, may be carried out at the Site.

The Principal shall give to the Contractor the names and roles of the persons engaged to carry out that work.

The Principal shall use its best endeavours to ensure that the other persons engaged in Work at the Site do not unreasonably impede the Contractor and that they comply with all Site safety requirements imposed by the Contractor, including attending any mandatory site induction training.

6.2 (**Further obligation to cooperate**) Without limiting subclause 24.2 the Contractor and its Personnel must:

(a) 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 6.1) 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; and

(b) use all reasonable endeavours to avoid interference with, or disruption to, or delay to WUC, to the Work referred to in clause 6.1, 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.

6.3 (**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 referred to in clause 6.1.

7. PRINCIPAL SUPPLIED MATERIALS

(**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.

7.1 (**Principal's obligation to provide**) The Principal must:

(a) deliver Principal Supplied Materials to the Site; or

(b) make the Principal Supplied Materials available for collection by the Contractor at the location (if any) stated in the Contract,

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

7.2 (**Inspection by Contractor**) Upon any Principal Supplied Materials being delivered or made available for collection by the Contractor, 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.

7.3 (**Notice of deficiencies**) If, within 5 Business Days of the materials being delivered or made available for collection by the Contractor, 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.

7.4 (**Risk**) Any Principal Supplied Materials which, after it is delivered or made available to the Contractor for collection, 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.

7.5 (**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.

7.6 (**Ownership**) Principal Supplied Materials, other than destroyed, contaminated or altered material which is disposed of by the Contractor pursuant to clause 7.4 shall, notwithstanding anything else in this clause 7, remain the property of the Principal at all times.

8. SITE

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

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 Construction Program	Clause 9 of this General Specification
(B)	Stakeholder Management Plan	Clause 10 of this General Specification
(C)	Quality management plan	Clause 11.2 of this General Specification
(D)	Inspection and test plan	Clause 11.3 of this General Specification
(E)	Dilapidation survey	Clause 12.6 of this General Specification
(F)	Environmental risk assessment	Clause 16.1 of this General Specification

(G)	Environmental management plan	Clause 16.2 of this General Specification
(H)	Erosion and sediment control plan	Clause 16.3 of this General Specification
(I)	Traffic management plan	Clause 22 of this General Specification
(J)	List of all inspections and forms required for final certificates	Clause 23 of this General Specification
(K)	WHS Management Plan and other WHS documentation, including SWMS, risk assessments, emergency procedures, site induction process, incident reporting procedure and, if applicable, evidence of lodgement/notice appointing the Contractor as principal contractor	Clause 15.1A of this General Specification
(L)	Evidence of compliance with Heavy Vehicle National Law requirements, where heavy vehicle deliveries, transport or haulage are used	Clause 22.4 of this General Specification
(M)	Project Compliance Register / Compliance Plan identifying required approvals, inspections, hold points, tests, certificates and compliance records	Clause 12.7 of this General Specification
(N)	Indigenous Economic Opportunities Plan / Local Participation Statement	Clause 24.3 of this General Specification
(O)	Security in the form required by the Contract	Clause 5 and Annexure Part A of the General Conditions of Contract
(P)	Documentary evidence of the giving of notice and payment of the portable long service levy to QLeave, if required	Clause 11 of the General Conditions of Contract and applicable Legislative Requirements
(Q)	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, or at all times whilst on Site is accompanied by, a person who has received a site-specific induction for that Site.

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) maintain continuous, lockable 1800mm high perimeter exclusion fencing or hoarding to each work site, and manage access, parking, noise and community interface to minimise disruption to adjoining residents (standard construction hours unless otherwise approved);

(b) locate, prove and protect all existing services prior to any excavation, and keep the balance of each allotment and all adjoining properties, footpaths and driveways clean, safe and accessible.

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 extent 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 must provide adequate site facilities for the proper management of the Works, including facilities for site meetings, document review, amenities and storage as reasonably required for the size and nature of the Works. Site meetings may be held on Site, at Council offices, or by remote meeting as agreed with the Superintendent.

8.11 (**Setting out**) The Contractor's attention is drawn to clause 26 of the General Conditions of Contract. The Contractor must:

(a) set out The Works from the information shown on the drawings;

(b) check all dimensions on Site before proceeding with WUC; and

(c) notify the Superintendent of any omissions or discrepancies within the drawings or General Specification.

Notwithstanding subclause 26.2 of the General Conditions of Contract, any errors in the position, level, dimensions, or alignment of any WUC shall be rectified at the Contractor's expense, unless the Contractor gave the Superintendent written notice of the error before commencing Work in reliance on the erroneous position, level, dimension, or alignment.

Where required by the Superintendent, the Contractor shall provide the Superintendent with a survey from a registered surveyor stating that The Works have been set out in accordance with the Contract prior to commencing construction of The Works.

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 Direction 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 12 and 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 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:

(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 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

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

9. CONSTRUCTION PROGRAM

9.1 (**Format and details**) The Construction 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 each work activity, procurement activity and supply contract activity, with activities linked in a logical progression through a 'critical path' and identify any float based on a continuous cycle of WUC.

9.2 (**Allowances in Construction Program**) The Contractor must allow, and is deemed to have allowed, in the Construction 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 Construction Program**) The following information is to be taken into account when preparing Construction Programs:

(a) Council is targeting site commencement in August 2026 (subject to tender evaluation, contract award by 24 July 2026, approvals, insurances and pre-start requirements);

(b) the civil and site design is being finalised – and will be issued as an addendum to this tender.

9.4 (**Approval of Construction Program**) The approval of, or permission to adopt, a Construction 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 Construction Program.

9.5 (**Improving progress**) If the Contractor falls behind an approved Construction 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 Construction Program, identifying the steps taken or to be taken.

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

10. STAKEHOLDER MANAGEMENT

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

(a) title of notice;

(b) start and finish dates of Work;

(c) purpose of communications;

(d) type and length of interruption;

(e) affected locations (chainages, streets, property accesses, etc);

(f) whether the works subject to weather;

(g) who is carrying out the works (i.e. contractor or subcontractor); and

(h) Contractor details.

10.3 (**Notice to stakeholders**) The Contractor shall be responsible for undertaking public notification and for hand delivering written notices to individuals impacted. The Contractor must:

(a) provide drafts of any proposed public notice and individual written notices at least 5 Business Days prior to the date on which the Contractor intends to release the notices;

(b) undertake public notification and hand deliver the individual written notices no later than 10 Business Days prior to commencing The Works the subject of the notices;

(c) send a copy of the written notice by registered post 5 Business Days prior to commencing The Works the subject of the notice, with a covering letter confirming the dates and times the written notice was hand delivered; and

(d) provide the Superintendent with a written report detailing the dates and times on which 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

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

(a) prior to commencing WUC at the Site, implement a quality management system which accords with the requirements of ISO 9001 or with any alternative standard approved by the Superintendent (acting reasonably);

(b) provide a copy of the ISO9001 certification (or other documentary evidence suitable to the Superintendent, acting reasonably) of the Contractor's system;

(c) comply with, and ensure that all of the Contractor's Personnel comply with the system;

(d) appoint a suitably qualified quality management representative, who shall have such authority to effectively manage and control the implemented quality system.

11.2 (**Quality management plan**) The Contractor's quality management system must include a quality management plan which contains at least the following information:

(a) a project organisation chart clearly showing the lines of authority, responsibility, and communication that will be in effect;

(b) details of the qualifications and experience of all project management and supervision staff;

(c) a lot plan;

(d) details of project specific procedures, including those related to the following to the extent that they are applicable to WUC:

(i) all shop drawing formation and coordination;

(ii) management of all services subcontractor/trades;

(iii) management of all services/operational commissioning;

(e) applicable inspection and test plans;

(f) a register of all proposed quality records; and

(g) a copy of the NATA terms of registration for the Contractor's compliance testing laboratory.

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

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

(a) the items of Work to be inspected or tested;

(b) the party who will carry out the inspection or test;

(c) the stages at which Work is to be inspected and tested or the frequency of inspections and tests;

(d) the testing procedures and methodologies;

(e) acceptance criteria;

(f) non-conformance management and corrective processes;

(g) Work which shall not be covered up or made inaccessible without the prior approval of the Superintendent;

(h) witness points for Work for which a Superintendent's Representative must be present;

(i) hold points beyond which Work cannot proceed without approval of the Superintendent;

(j) relevant standards; and

(k) the records to be maintained by the Contractor.

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

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

(a) reasonably requested to support or evidence the Contractor's quality management system;

(b) which are produced by the Contractor in compliance with the quality management system.

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

(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.

If the Contractor does not provide the required notification for an inspection, particularly in the event that an urgent after-hours inspection is required to ensure WUC is not delayed, the Superintendent may deduct the cost of the inspection as a Required Deduction pursuant to clause 37.2 of the General Conditions of Contract.

12. REPORTS, MEETINGS AND RECORD KEEPING

12.1 (**Progress reports**) The Contractor must:

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

(b) at the times stated in the Contract and when otherwise reasonably required by the Principal, meet and discuss the performance of the Contractor and/or any other matter concerning the Principal in connection with the Contract; and

(c) comply with any 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 obligation, warranty or representation under the Contract, unless, and then only to the extent that, before complying with a Direction, the Contractor has expressly notified the Principal in writing that so complying would affect a warranty, representation or obligation and the warranty, representation or obligation was affected in the manner so notified).

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

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

Item	Meeting description	Topics for discussion	Time for meetings	Required attendees
(a)	Pre-start meeting	scope, Program, work health and safety and principal contractor arrangements, coordination (civil), services, quality and site rules	Prior to commencement of WUC at the Site	the Superintendent or Council representative, the Project Manager, and the Contractor's project and site manager

Item	Meeting description	Topics for discussion	Time for meetings	Required attendees
(b)	Bi-weekly	progress against the Program, quality and inspection and test plans, variations, requests for information, design status and payment claims	Bi-weekly	the Superintendent or Council representative, the Project Manager, and the Contractor's project and site manager

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) inspection and test plans and associated test certificates; National Construction Code and Australian Standard compliance certificates; and the energy efficiency (Green at Heart) certificate;

(ii) waterproofing, plumbing (Form 4 and Form 9) and electrical safety certificates; and as constructed records,and any other records, reports or documents reasonably required by the Principal in connection with the Contract; and

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

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

(a) allowing the auditors to undertake any inspections;

(b) providing such assistance, information and access to the Site, systems and equipment and other cooperation;

(c) providing the auditor with copies of, and facilitating the copying by the auditor of, all the other records, information, and documentation required to be created under clause 12,

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

12.5 (**Photographic evidence**) The Contractor must provide to the Superintendent a progressive photographic record of the progress of WUC at the following stages and as otherwise reasonably required by the Superintendent:

Item	Stages at which photographic record to be made
(a)	On the giving of possession of the Site
(b)	At the end of each calendar month prior to the month in which Practical Completion is achieved; and

(c)	At Practical Completion.

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

12.6 (**Dilapidation survey**) The Contractor must, prior to the commencement of WUC, undertake a dilapidation survey including a photographic record clearly indicating the date and time of photos taken, of all areas identified as forming part of the Site and the following areas:

(a) adjoining residential properties and any existing structures on each lot

(b) footpaths, kerbs, driveways and existing services adjacent to each Site.

The dilapidation survey shall be replicated prior to and as a requirement of Practical Completion. The purpose of this survey is to confirm the pre and post-construction condition of the Site. The dilapidation survey shall be completed by the Contractor in the company of the Superintendent.

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) an updated Program showing progress to the date of the claim;

(b) inspection and test records and any test certificates relevant to the Work claimed.

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.

14. CONFIDENTIAL INFORMATION

14.1 (**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;

(b) Not applicable;

(c) Not applicable.

15. SAFETY

15.1 (**Relationship to General Conditions of Contract**) The Contractor’s attention is drawn to clause 11F of the General Conditions of Contract. Nothing in this clause 14.1(a) 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.

The Contractor is responsible for managing work health and safety for WUC and must ensure that all workers, subcontractors, suppliers, visitors and persons affected by WUC are appropriately managed, inducted, supervised and protected.

15.2 (**Safety in design assessment**) If a project specific safety in design risk assessment ('SiD Assessment') has been included as part of the request for tender documentation for the Contract:

(a) that SiD Assessment:

(i) contains information which the Principal and the Principal's design consultant have in relation to the hazards and risks at or in the vicinity of the Site and who is best placed to mitigate those potential risks; and

(ii) has been prepared by a third party, and the Principal gives no warranty and makes no representation as to the accuracy, adequacy, or completeness of the SiD Assessment;

(b) the Contractor must:

(i) review the SiD Assessment;

(ii) seek clarification on any areas of concern; and

(iii) take account of the SiD Assessment when discharging its duties and obligations under the WHS Laws.

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 its staff and labour force and the nature of WUC;

(d) if the Principal has appointed a third party as principal contractor for the Site under the *Work Health and Safety Regulation 2011* (Qld), comply with the reasonable requirements of that third party in its capacity as principal contractor; and

(e) if the Principal has not appointed a third party as principal contractor for the Site:

(i) comply with the Principal's Policies and Procedures relating to work, health and safety;

(ii) inform the Principal of all its work health safety policies, procedures or measures implemented for the individual project sites established for performance of its obligations under this Contract.

15.4 (**Microbiological risks**) The Contractor shall ensure that all microbiological risks are considered, and appropriate control measures identified within the Contractor's work health and safety management plan, general risk assessment for WUC, and any specific task related work method statements.

15.5 (**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 11F.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 are 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.

15.6 (**Electrical Safety**) The Contractor must:

(a) comply with all provisions of the *Electrical Safety Act 2002* (Qld) and all related Legislative Requirements; and

(b) ensure that:

(i) all electrical work conducted, including work performed by subcontractors, is fully documented and recorded on a 'Certificate of Electrical Safety';

(ii) all required 'AS3000 Test Results' are documented and recorded by the Contractor; and

(c) provide:

(i) certificates of testing and safety pursuant to the *Electrical Safety Regulation 2013* (Qld) for all electrical work carried out as part of WUC (whether by the Contractor or by subcontractors); and

(ii) records of all test results in accordance with AS3000:2007 for all electrical installation works on property owned by the Principal.

16. ENVIRONMENTAL PROTECTION

16.1 (**Environmental Management System**) The Contractor must, within the time required by clause 8.2, provide a copy of its environmental risk assessments and relevant control strategies for WUC for the Superintendent's review. The level of detail in the risk assessments shall be adequate to provide the Superintendent with a clear understanding of the required Work.

16.2 (**Environmental Management Plan**) The Contractor must, within the time required by clause 8.2, prepare and provide to the Superintendent for review an environmental management plan ('EMP') for WUC, detailing how the Contractor will prevent or minimise the risk of harm to the

Environment in performing its obligations under the Contract. The Contractor must obtain and comply with the Superintendent's Direction regarding the plan pursuant to subclause 8.3 of the General Conditions of Contract. The Contractor must comply, and ensure that all of the Contractor's Personnel comply, with the EMP at all times until the expiration of the last Defects liability Period to expire. The EMP must:

(a) comply with ISO14001;

(b) cover all WUC to be undertaken at the Site;

(c) describe the Contractor's process and procedures for the management of the risk of harm to the Environment in connection with WUC;

(d) be consistent with relevant Australian Standards and Legislative Requirements;

(e) be a practical and achievable plan;

(f) detail each environmental issue and impact which is to be addressed;

(g) include all control measures which the Contractor shall undertake and any issues which the Contractor shall address during the construction process (including any required pre or post construction activity);

(h) detail who is responsible for ensuring the control measures are undertaken, the verification of such actions, and the reporting process;

(i) provide a trigger for undertaking an action, and where possible, timing of each action;

(j) detail procedures for the monitoring of the EMP by the Contractor;

(k) detail a procedure for recording any non-compliance with the EMP; and

(l) detail a system for registration and action of environmental complaints.

If the Contractor wishes to commence any WUC prior to obtaining the Superintendent's Direction in relation to the complete EMP, sections of the EMP relevant to that WUC may be submitted at least 10 Business Days prior to the planned commencement of that WUC. A hold point shall occur and no WUC shall proceed until written acceptance of the complete EMP or a section of the EMP relevant to a particular construction operation is received from the Superintendent.

16.3 (**Erosion and sediment control plan**) The Contractor must prepare and obtain the Superintendent's Direction regarding an erosion and sedimentation control plan ('ESCP') pursuant to subclause 8.3 of the General Conditions of Contract. The ESCP must describe the Contractor's process and procedures for the prevention or minimisation of harm caused by erosion and sediment in connection with WUC, including by control of overland flows, minimisation of flow path lengths, and the use of trapping devices to capture sediment. The Contractor must undertake the installation, inspection, repair, and maintenance of all environmental control measures required by the ESCP. The Contractor must inspect all environmental control measures at least:

(a) once each week;

(b) immediately after any major rainfall event; and

(c) as otherwise directed by the Superintendent.

16.4 (**Protection of Fauna**) The Contractor must:

(a) use all reasonable endeavours to minimise disruption to any fauna at or in the vicinity of the Site;

(b) ensure that each of the Contractor's Personnel and every other person carrying out WUC at the Site:

(i) is appropriately trained in relation to the protection of fauna prior to carrying out any part of WUC;

(ii) aware of the potential for impacts on fauna and the need to minimise these impacts,

prior to that person carrying out any WUC; and

(c) use all reasonable endeavours to ensure that each of the Contractor's Personnel and every other person carrying out WUC at the Site minimises disruption to any fauna in the vicinity of the Site; and

(d) at the Contractor's expense, comply with any Directions issued by the Superintendent to address any excessive or avoidable adverse impact on fauna at or in the vicinity of the Site.

16.5 (**Protection of Flora**) The Contractor must:

(a) use all reasonable endeavours to minimise disruption to any flora at or in the vicinity of the Site;

(b) ensure that each of the Contractor's Personnel and every other person carrying out WUC at the Site is appropriately trained in relation to the protection of flora prior to that person carrying out any part of WUC;

(c) use all reasonable endeavours to ensure that that each of the Contractor's Personnel and every other person carrying out WUC at the Site minimises disruption to existing flora at or in the vicinity of the Site;

(d) make good any damage to flora caused by the Contractor or its Personnel, other than damage which is the unavoidable consequence of carrying out WUC; and

(e) at the Contractor's expense, comply with any Directions issued by the Superintendent to address any excessive or avoidable adverse impact on flora at or in the vicinity of the Site.

17. WASTE MANAGEMENT

17.1 (**Definitions**) In this clause "Levyable Waste Disposal Site", "Levyable Waste", "Waste", "Waste Disposal Site" and "Waste Levy" have the meanings given to those terms in the *Waste Reduction and Recycling Act 2011* (Qld).

17.2 (**Contractor's obligation**) The Contractor must:

(a) ensure that all Waste from the Site is placed in appropriate containers and removed from the Site to a Levyable Waste Disposal Site in accordance with the *Waste Reduction and Recycling Act 2011* (Qld) and any other applicable Legislative Requirements;

(b) otherwise, ensure that all Waste arising from WUC is disposed of in accordance with the requirements of the *Waste Reduction and Recycling Act 2011* (Qld) and any other applicable Legislative Requirements relating to the disposal of Waste; and

(c) pay all royalties, levies, fees, charges, costs, expenses, taxes, or duties in connection with the disposal of Waste.

17.3 (**Energy Use**) The Contractor shall ensure that the use of energy for WUC is minimised by undertaking regular maintenance of all machinery to ensure energy efficiency and by utilising minimum sized machinery to undertake tasks.

18. BIOSECURITY MANAGEMENT

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

(a) a **Biosecurity Risk** is the risk that exists when dealing with:

(i) any pest, disease, or contaminant (including plants, seeds, spores, eggs, vertebrate, and invertebrate pest); or

(ii) something that could carry a pest, disease or contaminant (e.g., animals, plants, soil, equipment and water—known as ‘carriers’).

(b) a **Potential Biosecurity Risk** is a Biosecurity Risk that does not currently occur at the Site, but which has the capacity to occur at the Site. It may be present but not visible or may be introduced during WUC. It includes risks associated with carriers and the movement and sourcing of materials, vehicles, and machinery; and the disturbance, import, or export of soils;

(c) a **Known Biosecurity Risk** is a Biosecurity Risk that is currently recorded within the footprint or proximity of the Site which is:

(i) identified within biosecurity plans or programs active for the area;

(ii) identified during WUC; or

(iii) otherwise identified by the Principal;

(d) **BRMP** means a Biosecurity Risk management plan;

(e) **General Biosecurity Obligation** has the meaning given to that term in the *Biosecurity Act 2014* (Qld).

18.2 (**Compliance with Legislative Requirements**) The Contractor must comply with its General Biosecurity Obligation under the *Biosecurity Act 2014* (Qld).

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

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

(a) describe the processes and procedures for the management of Biosecurity Risks in connection with WUC;

(b) outline reasonable and practical steps to address Biosecurity Risks;

(c) describe how the Contractor will meet its General Biosecurity Obligation;

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

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

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

19. ASBESTOS

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

(a) all Legislative Requirements*;*

(b) relevant standards and codes of practice including "How to Safely Remove Asbestos 2022" 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 COMPLIANCE

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), *Aboriginal and Torres Strait Islander Heritage Protection Act 1984* (Cth), and the *Queensland Heritage Act 1992* (Qld).

21. CULTURAL HERITAGE MANAGEMENT PLAN

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) **Heritage Agreement** and **Local Heritage Agreement**, have the meaning given to those terms in the *Queensland Heritage Act 1992* (Qld);

(f) **Queensland Heritage** means any furniture, fitting, artefact or place referenced in the *Queensland Heritage Act 1992* (Qld);

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

(h) **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;

(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), *Aboriginal and Torres Strait Islander Heritage Protection Act 1984* (Cth), and the *Queensland Heritage Act 1992* (Qld), 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;

(iv) any relevant Local Heritage Agreement or Heritage Agreement which has been provided to the Contractor by the Principal; and

(v) to the extent to which they are not inconsistent with the obligation in clause 21.4(c)(i), 21.4(c)(ii), 21.4(c)(iii) or 21.4(c)(iv):

(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.

22. TRAFFIC MANAGEMENT

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. FINAL CERTIFICATES

23.1 (**Final certificates**) Without limiting clause 11.4 of the General Conditions of Contract, the Contractor must:

(a) obtain all final inspection certificates and certificates of compliance required at law (including under the *Building Act 1975* (Qld) the *Building Regulation 2006* (Qld), the *Electrical Safety Regulation 2013* (Qld) and *Plumbing and Drainage Regulation 2019* (Qld) and related guidelines) for the use and/or occupation of The Works from an approved registered certifier; and

(b) provide a list of all inspections and forms required for such final certificates before commencing any WUC.

24. REQUIREMENTS OF FUNDING BODY

24.1 (**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:

Not Applicable.

24.2 (**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 clause 24.

25. AS CONSTRUCTED DRAWINGS

25.1 (**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.

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

(a) 1 complete electronic copy of as constructed drawings in PDF; and

(b) 1 complete copy in the electronic format in which the drawings were created (native format).

25.3 (**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.

26. OPERATION AND MAINTENANCE MANUALS

26.1 (**Draft operation and maintenance manuals**) No later than two weeks before the Date For Practical Completion the Contractor must give to the Superintendent, two advanced 'draft' copies of the operation and maintenance manuals for The Works.

26.2 (**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.

26.3 (**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.

27. PRACTICAL COMPLETION

27.1 (**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 25;

(iii) completed warranties for all fittings and fixtures including major supply information;

(iv) operations & maintenance manuals;

(v) building surveyor inspection certificates;

(vi) plumbing inspection certificates;

(vii) electrical inspection certificates; and

(viii) final inspection certificates;

.

Appendix A – Work by others (Clause 6.1)

Not Applicable

Appendix B – Principal Supplied Material (Clause 0)

Not Applicable

Appendix C – Site (Clause 8.1)

121 Link Road, Hope Vale QLD 4895; and 25 Flierl Street, Hope Vale QLD 4895. Refer to architectural drawing sets 3005 and 3007, and to the survey/title for the Lot on Plan descriptions for each Site.