



## **GENERAL SPECIFICATION**

**DRFA PROGRAM DRAINAGE RECONSTRUCTION WORKS 2023-2024  
CONTRACT: 2324.18**

## PRELIMINARIES

### Order of Precedence

The Specification comprises the following:

- (a) This General Specification;
- (b) Technical Specification (Appendix D); and
- (c) QRA Treatment Guide Nov 2021 (Appendix C);

If there is any ambiguity, inconsistency, conflict or discrepancy in or between any document comprising the Specification, then that ambiguity, inconsistency, conflict or discrepancy shall be resolved by giving precedence to the document which places the highest or more onerous requirement on the *Contractor*. If that does not resolve the issue, then the documents comprising the Specification shall take precedence in the order set out in this clause 0, with the document listed as number 0(a) being the highest in the order. In the event of an ambiguity, inconsistency, conflict or discrepancy within a document, the higher or more stringent requirement will apply.

To the extent that they are incorporated (whether physically or by reference) into the Technical Specification, in the event of any ambiguity, inconsistency, conflict or discrepancy between any of the following documents, they will take precedence in the order shown below with the document in clause 1 being the highest in the order.

1. Project specific drawings;
2. Project specific specifications;
3. CMDG Development Manual;
4. WSAA Standard Specification;
5. Relevant Australian Standards;

Without limiting any other obligation of the *Contractor* or right of the *Principal*, where the *Principal's project requirements* includes any drawings, specifications or other information, samples, models, patterns and the like provided by the *Contractor* ("*Contractor's design documents*") then the *Contractor* warrants and represents that the *Contractor's design documents* accord with the balance of the *Principal's project requirements*.

### Definition of Terms

Terms used in the Specification and which are defined in the General Conditions of Contract (whether italicised or not) have the meanings assigned to them in the General Conditions of Contract unless the context otherwise requires.

Otherwise, the following terms have the meanings assigned below (unless the context otherwise requires):

- (a) **Architect, Engineer, Project Manager** or any other term with similar meaning within the Specification or any other specified document mean 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 in connection with *the Works* or the carrying out and completion of *WUC*;
- (d) **Builder** and any other term with similar meaning within the Specification mean the *Contractor*;
- (e) **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;
- (f) **Principal, Proprietor, Owner** any other term with a similar meaning within the Specification, mean the *Principal*;
- (g) **Statutory Notice** means any infringement notice, prohibition notice, improvement notice or non-disturbance notice issued by an Authority pursuant to the WHS Act and any electrical safety protection notice or unsafe equipment notice issued by an Authority pursuant to the *Electrical Safety Act 2002* (Qld).

### Works Generally

*WUC* includes any labour, material, plant and/or services required to fully complete the design intent of *the Works*. All fees, charges, costs and expenses necessary for the successful completion of the *Works* shall be deemed included in the *contract sum*. Any matters of construction and workmanship which are obviously intended, but which may not be referred to in the Specification or drawings and which are usually to be found in sound construction practice and are essential to *WUC*, are deemed to be included in the *Contract*.

*The Works* include but are not limited to:

### Tax (Goods and Services)

The *contract sum* shall include GST. All claims made pursuant to the *Contract* shall clearly identify the total amount of the claim and the amount of GST included in the total.

### Site Visit

The *Contractor* is deemed to have:

visited the *site* during the tender period to ascertain local conditions and the extent of *WUC*. No claims for extra payments will be considered on grounds of lack of knowledge of the actual *site*, the scope of *Works* or of the conditions under which *WUC* is to be carried out; and

familiarised itself with all relevant factors including, the availability of temporary access, temporary lighting and power, telephone services, water supply, waste disposal facilities, labour supply, weather conditions and made allowance in the *contract sum* for provision of any services required to enable *WUC* to be performed.

Nothing in this clause is intended to limit the *Contractor's* entitlement under clause 25 of the General Conditions of Contract.

### Site of Works

The *sites* are located within the North East district of the Shire refer to **Appendix B** (price schedule and scope of work location) for project location details. Refer to **Appendix A – Locality Map**.

The extent of the *site* is shown on **Appendix A – Locality Map**. The on-site area set aside for the storage of materials for this project is to be finalised through liaison with the *Superintendent*.

### Pre-Start Meeting

Prior to commencement of any *WUC* at the *site*, a pre-start meeting shall be organised by the *Contractor* and/or by the *Superintendent*. The pre-start meeting is to be attended by the *Superintendent*, *Contractor* and any relevant consultants.

### Requirements for possession of the Site

The *Contractor's* attention is drawn to clause 24.1 of the General Conditions of Contract. The following documentation and information must be provided to the *Superintendent* at least 5 *business days* prior to the pre-start meeting referred to in clause 0 and as a requirement of the *Principal* giving possession of the *site*:

- (a) work health and safety documentation directed to be provided pursuant to clause 0 of this General Specification;
- (b) traffic management plan pursuant to clause 0 of this General Specification;
- (c) environmental management plan pursuant to clause 0 of this General Specification;
- (d) evidence of insurance as required by clause 19.1 of the General Conditions of Contract; and
- (e) updated program which complies with clause 0;

### Program

The program to be provided under clause 32 of the General Conditions of Contract shall 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*. 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* or the *Principal* to review documents for which the *Contract* requires the *Contractor* to obtain the *Superintendent's* direction about such documents;
- (b) other timeframes under the Contract within which the *Superintendent* and the *Principal* are permitted to act.

The program shall be prepared utilising native format Microsoft 'Project 2010' software, or alternative software as approved in writing by the *Superintendent*, and shall be submitted in hard copy, in a page size not less than A3 such as to be legible, together with electronic format copies (in both PDF format and native Microsoft "Project 2010" file format).

The following information is to be taken into account when preparing the program.

### Constraints to Program

The *Contractor* is required to carry out all *WUC* in a manner that minimises the impact of construction on residents, on the community and the environment in general.

The approval of the program by the *Superintendent*, or any amendments thereof 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 program.

If, in the opinion of the *Superintendent*, the *Contractor* falls behind the approved program, the *Contractor* shall take such steps as considered necessary to improve progress. The *Contractor* shall submit a revised program in an approved form, indicating the manner in which *WUC* shall be completed including, as necessary, what additional resources are to be utilised within the specified time. All updated versions of the program shall be submitted in hard copy (PDF) and native Microsoft "Project 2010" file format. No additional cost shall be incurred by the *Principal* due to such measures.

Failure of the *Contractor* to comply with the requirements of this clause and to improve progress to comply with the current approved program shall constitute a substantial breach of the *Contract* pursuant to clause 39 of the General Conditions of Contract.

### Cash Flow Projection

The *Contractor* must also provide an updated cash flow projection schedule for the balance of the whole of *WUC* at end of each month, AFTER the *Contractor's* progress claim has been endorsed for that month, providing details on revised cash flow projection based on approved progress claims and total cost to date.

The updated cash flow projection shall be submitted within 3 days of submitting the tax invoice or the approved progress claim.

### Site Establishment, Services and Security

The *Contractor* shall 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*. The cost to provide the *Contractor's* temporary power, water and any other services required to execute *WUC* shall be borne by the *Contractor*.

The *Contractor* shall be afforded access to the *Principal's* ablution facilities (if available).

The *Contractor* shall provide adequate first aid facilities appropriate to the size and composition of his/her staff and labour force and the nature of *WUC*.

Any temporary buildings with their contents are to be maintained in a clean and orderly condition and in a constant state of repair.

The *Contractor* must use its best endeavours to prevent any unauthorised entry to the *site*. The *Contractor* will assume responsibility for any losses occurring from the *site*.

The *Contractor* shall be responsible for delivery of all materials used in *WUC* (including any materials and/or deliverables used by *subcontractors*) ('deliverables'), providing space for the storage of all deliverables, handling the deliverables and for checking that the deliverables comply with the requirements of the *Contract*.

The *Contractor* must appropriately store and secure any poisonous, flammable or injurious substances for the duration of *WUC*, against access or injury to any persons or which may potentially damage *WUC*.

The *Contractor* must 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.

The *Contractor* must supply, install, maintain, repair and remove security fencing to limits of *site*. The security fencing shall clearly delineate the extents of the *site* to the public.

### Set Out

The *Contractor* shall be responsible for setting out *the Works* from the information shown on the drawings. The *Contractor* must check all dimensions on *site* before proceeding with *WUC*. The *Contractor* shall notify the *Superintendent* of any omissions or discrepancies within the drawings or specification. Where the *Contractor* has commenced *Works* on any component of *the Works*, the *Contractor* shall be deemed to have reviewed all dimensions and have accepted responsibility for any errors.

Where necessary, the *Contractor* shall carry out surveys to locate/reinstate any boundary pegs required for setting out. On completion of construction of a part of *the Works*, the *Contractor* shall reinstate any permanent survey marks and

boundary pegs that may have been disturbed by its *work*. Subject to subclause 26.3 of the General Conditions, the cost of all necessary surveys shall be included in the *contract sum*.

### Public Utilities

Where overhead public utility lines and surface drainage works and/or underground pipes, conduits, or cables exist in the vicinity of *the Works*, the *Contractor* shall take all necessary precautions to protect such facilities from damage and, in the case of any damage occurring to such facilities, the matter shall be immediately reported to the department or company concerned and the *Superintendent*. The cost of the necessary repairs or renewals shall be borne entirely by the *Contractor*.

If it is found to be necessary to alter the location or level of any existing mains or services to conform with the requirements of the *Contract* then the *Contractor* shall notify the *Superintendent* immediately.

Should relocation of existing services be specified or directed by the *Superintendent*, the *Contractor* shall arrange for the work to be carried out by the appropriate Authority.

### Contractor's Superintendence

The *Contractor* shall provide all necessary superintendence during the carrying out of *WUC* and as long thereafter as the *Superintendent* may consider necessary for the proper fulfilment of the *Contractor's* obligations under the *Contract*.

A competent Site Manager and Site Foreman, whose appointment shall be approved by the *Superintendent*, shall be employed by the *Contractor* for management on *site*. The Site Manager shall be the *Contractor's* representative under clause 22 of the General Conditions of Contract.

### Responsibility

No approval or acceptance by the *Principal* or the *Superintendent*, nor any representative of either, shall in any way relieve the *Contractor* of any obligation under the *Contract* including the *Contractor's* responsibility for the satisfactory completion of *WUC*.

### Requests for information and review

The *Principal* or *Superintendent* shall not be bound by any verbal advice given or information furnished by any officer of the *Principal* or *Superintendent* in respect of the *Contract*, but shall be bound only by written advice, or information furnished by the *Superintendent*.

The *Contractor* must not accept instructions from any person other than the *Superintendent* and/or the *Superintendent's Representative*.

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 information. 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.

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

The *Contractor* acknowledges and agrees that its obligations and liabilities in connection with the *Contract* are not affected by any:

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

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

### Inspections and Site Meetings

The *Principal* or the *Superintendent* may carry out inspections of the *site* at any time. If any non-conformance on the *site* is detected, the *Contractor* shall immediately rectify the non-conformance.

During inspections, the *Contractor* shall provide the *Principal* or the *Superintendent* with all documents, access and assistance necessary for its completion.

Further meetings will be conducted as directed by the *Superintendent* and these meetings will be documented by the *Contractor*.

The *Contractor* shall provide a sufficient and safe access for all inspections and *site* meetings.

### Quality Assurance

The *Contractor* shall implement a quality management system under the *Contract* in accordance with the requirements of ISO 9001, or as otherwise approved by the *Superintendent*.

The *Contractor* shall appoint a suitably qualified quality assurance representative ('QAR'), who shall have such authority to effectively manage and control the implemented quality system.

Within 5 *business days* of the *date of acceptance of tender*, the *Contractor* shall submit to the *Superintendent* a copy of the following documents:

- (a) Quality System Certification to ISO9001, or to any alternative standard approved by the *Superintendent*; and
- (b) A controlled copy of the project quality plan.

The project quality plan shall as a minimum contain 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* is to comply with its implemented quality assurance standards and procedures. The *Superintendent* may at any time undertake an audit of project records, or the *Contractor's* internal quality records during the execution of *WUC*, to confirm that work has been completed in accordance with the *Contractor's* documented quality assurance systems. The *Contractor* shall provide all records and information as and when requested by the *Superintendent*.

### Publicity

Further to sub-clauses 8.5 and 8.6 of the General Conditions of Contract:

- (a) *WUC* and the *Contract* are a confidential matter between the *Principal* and the *Contractor*; and
- (b) no signage is to be placed on the *site* or site perimeter apart from safety signage without the express permission of the *Superintendent*.

### Photographic Record of Works

The *Contractor* shall provide to the *Superintendent* a progressive photographic record of the progress of *WUC*. The record shall provide a general overview of the state of *WUC* at a particular time, and shall comprise not less than six photographs of job status at the following stages of the project:

- (a) on the giving of possession of *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 digital format and shall be duly dated and labelled to describe the photograph's content.

The photographic record is to include before, during and after photos that are compliant with the Queensland Reconstruction Authority (QRA) requirements including metadata details. A QRA preferred requirement is that completion photos are to match the before photos as close as possible. All photos are to be named in a manner/convention to the satisfaction of the *Superintendent*.



### Legislative Requirements

The *Contractor* shall provide evidence of its compliance with clause 11 of the General Conditions of Contract to the *Superintendent* on request by the *Superintendent*.

The *Contractor* shall be responsible for connection of all services including water, sewerage, drainage, electricity and communications and obtaining all relevant permits and approvals for connection.

### Approvals and other law

The *Contractor* must identify and notify the *Principal* of all Approvals which are necessary for the proper performance of *WUC* (other than Approvals which the *Principal* has advised the *Contractor* it has already obtained). The *Contractor* must obtain and maintain all such Approvals until the end of the last *defects liability period* to expire. The cost of obtaining and maintaining all such Approvals shall be borne by the *Contractor*.

The *Contractor* 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.

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*.

Nothing in the *Contract* shall be taken to fetter the power, rights or authority of the *Principal* as the sublessor under the *Land Act 1994 (Qld)* or an Authority under the *Local Government Act 2009 (Qld)*, the *Local Government Regulation 2012 (Qld)* or any other law.

### Licensing and Certificates

The *Contractor* shall ensure that all *personnel* working on this project have the necessary licences and professional qualifications in place to operate all plant and equipment in the environment proposed and any specialist work that may be required.

### Labour Hire

The *Contractor* must not provide any labour hire to the *Principal* unless it is appropriately registered under the *Labour Hire Licensing Act 2017 (Qld)*. The *Contractor* must not engage any supplier, or permit any person to, provide labour hire unless that person is registered under the *Labour Hire Licensing Act 2017 (Qld)*.

### Particular Items in Price Schedule

Further to Clause 3 of the General Conditions of Contract where an item is identified in the *price schedule* as:

- (a) a provisional quantity (PQ);
- (b) a provisional item;
- (c) if ordered;
- (d) as directed;
- (e) optional; or
- (f) a prime cost item,

by a reference to a similar term (other than provisional sum), the relevant sum(s) included in the *price schedule* shall in themselves not be payable, but if the *Superintendent* directs that item of work to be supplied or carried out, the *Contractor* shall be entitled to payment for the item as follows:

- (i) where there is a rate for the item in the *price schedule*, the *Contractor* shall be entitled to payment for the item at the rate provided in the *price schedule* for the measured quantity of the item so supplied or carried out; or
- (ii) where there is a lump sum for the item in the *price schedule*, the *Contractor* shall be entitled to payment of that lump sum.

Where a prime cost item is directed to be carried out by the *Superintendent*, the costs for labour, installation and for all other costs required to incorporate the goods into *the Works* shall be deemed to have been included in the *price schedule* generally, and the rate stated in the *price schedule* shall be taken to be for the supply only of the item.

A direction to carry out or supply such an item or the absence of a direction to carry out or supply such an item shall be deemed to be within the general scope of the *Contract*.

### Confidentiality

The following documents are confidential, and must not be disclosed by the *Contractor* to any third party, other than as required by law, for the purpose of complying with the *Contractor's* obligations under the *Contract*, obtaining legal, accounting or other professional advice or complying with its internal corporate governance requirements:

- (a) Appendix B- DRFA Program Drainage Tender and T2324.18 - Pricing Schedule and Scope of Works Location

The *Contractor* must, and must ensure that its employees, agents and approved subcontractors, keep confidential the above documents and any other information obtained in the course of performing the *Contract* which is, of its nature, confidential.

However, the *Contractor* may disclose any information:

- (a) which it is legally required or entitled to disclose; or
- (b) to its legal and accounting advisers for the purposes of obtaining advice in relation to the *Contract* or any matter arising from the *Contract*.

### Removal of personnel

The *Superintendent* may direct the *Contractor* to have removed, within a stated time, from the *site* or from any activity of *WUC*, any person engaged on *WUC* who, in the *Superintendent's* opinion, is incompetent, negligent, guilty of misconduct or has engaged in any *improper conduct*. The *Contractor* must promptly arrange a replacement approved by the *Superintendent* (with such approval not to be unreasonably withheld or delayed) to assume the role of that person.



## WORK HEALTH AND SAFETY

### Definitions

In this clause 2.1:

- (a) the words “construction work”, “person with management and control”, ‘workplace’ and “notifiable incident” have the meanings assigned to them by the WHS Act and WHS Regulation;
- (b) “Regulator” means the State regulator;
- (c) “WHS” means work, health and safety.
- (d) “WHS Act” means the *Work Health and Safety Act 2011 (Qld)* as amended or replaced from time to time;’
- (d) “WHS Regulation” means the *Work Health and Safety Regulation 2011 (Qld)* as amended or replaced from time to time.

### Relationship of obligations

The obligations in this Clause 0 are in addition to, and not in substitution for any other obligation of the *Contractor*:

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

Nothing in this Clause 0 is intended to reduce or limit such other obligations and none of those other obligations shall be taken to reduce or limit the *Contractor’s* obligations under this Cause 0.

### Principal’s Obligations

The *Principal* must:

- (a) as soon as reasonably possible, give the *Contractor* any information the *Principal* has in relation to hazards and risks at or in the vicinity of the *site* and any other workplace where any work is to be carried out;
- (b) provide the *Contractor* with copies of any construction drawings and specifications created for the *Principal* by its designer of any *WUC*; and
- (c) consult, cooperate and coordinate with the *Contractor* in relation to the safety in design register, any health or safety matters arising out of or in connection with *WUC* or the *Contract*.

### Contractor’s Primary Obligations

The *Contractor* must comply with all *legislative requirements* (including the WHS Act and the WHS Regulation) and Codes of Practices relating to WHS that are in any way applicable to this *Contract*.

The *Contractor* must itself, and must ensure that its *personnel* engaged in performing *WUC*:

- (a) at all times identify and take all reasonably practicable steps to ensure health and safety of all persons who may be affected by *WUC*; and
- (b) discharge its duties and comply with all relevant duties, obligations, standards and requirements under the WHS Act and WHS Regulation which may be or become applicable in relation to or in connection with the *Contract* or *WUC* including any direction relating to WHS issued by the Regulator or any other Authority .
- (c) consult with and co-operate with the *Superintendent* in relation to matters of safety that the *Superintendent* considers the *Contractor* cannot resolve to the standard imposed by the WHS Act and the WHS Regulation and to cooperate and coordinate with the *Superintendent* to ensure any issues are resolved to that standard

The *Contractor* agrees, acknowledges and accepts that from the *date of acceptance of tender* until the earliest of:

- (a) 5pm on the *date of practical completion*;
- (b) 5pm on the date on which the *Contract* is terminated by either party to the *Contract*; or
- (c) the time at which the appointment is revoked in writing by the *Superintendent*,

and at all other times at which the *Contractor* carries out any *WUC* at the *site* in connection with the *Contract* (including for the duration of any defect rectification *work* required to be performed by the *Contractor*), the *Contractor* is, as between the parties:

- (i) appointed by the *Principal* to be, and is, the principal contractor as defined in the WHS Regulation;
- (ii) responsible for discharging its duties as a person conducting a business or undertaking and the additional duties of a principal contractor in accordance with the WHS Act and WHS Regulation;
- (iii) authorised and required to have management and control of the *site* and any other workplace at which *WUC* is carried out and to discharge the duties of the principal contractor under the WHS Regulation.

### Incident Notification

The Contractor must promptly (and no more than 12 hours after the occurrence) notify the Principal and the Superintendent of any accident, injury, property or environmental damage, which occurs during the carrying out of WUC.

The Contractor is required to report any notifiable incidents to the Regulator within the specified time frame as per the WHS Act and Regulation.

All lost time incidents are to be immediately notified to the Principal and the Superintendent. The Contractor must within three (3) business days of any such incident provide a report giving complete details of the incident, including results of the investigations into the causes, and any recommendations or strategies identified for the preventions in the future.

### Indemnity

The Contractor shall indemnify and keep indemnified the *Principal* against any *claim* which may be brought against the *Principal* and any cost, expense, fine, penalty, damages or loss which may be imposed upon, suffered or incurred by the *Principal* in connection with:

- (a) any breach of its obligations under this clause at the *site* or other workplace at which WUC is carried out;
- (b) the *Principal* being deemed under the WHS Regulation to be the person with management and control of the workplace, or the person with management and control of any fixtures, fittings and plant in relation to or in connection with the workplace.

### Contractor's WHS systems and documentation

The Contractor warrants and represents that it has adequate WHS systems in place having regard to the nature of WUC and any hazards specific to the *site*.

The Contractor must prepare the WHS documentation that the Superintendent directs it to prepare pursuant to this clause within the time directed by the Superintendent and as a requirement of possession of the *site*.

The WHS documentation must address all the specific WHS hazards, issues relevant to WUC, and is to document the system and control methods to be implemented for the duration of the *Contract*.

The Superintendent shall review the WHS documentation. If the Superintendent notifies the Contractor that all or part of the WHS documentation is not suitable, the Contractor shall at its cost amend and resubmit the relevant WHS documentation.

The Superintendent may at any time request the Contractor review any of the WHS documentation. The Contractor shall promptly and within the time required by the Superintendent, review any or all of the WHS documentation in accordance with the Superintendent's request and either:

- (a) submit revised documentation to the Superintendent; or
- (b) provide written confirmation that the WHS documentation is appropriate to manage the risks associated with WUC.

The Contractor is not entitled to make any *claim* (whether for additional costs or expense, adjustment to the *contract sum* or extension to the *date for practical completion*) in connection with its obligations under this clause.

### Microbiological Risks

The Contractor is advised that partially treated and untreated sewage contains micro-organisms such as bacteria, viruses and parasites that can exist in large numbers. These micro-organisms may be harmful to health.

The Contractor shall ensure that all microbiological risks are considered and appropriate control measures identified within the WHS Plan, general risk assessment for WUC and any specific task related Work Method Statements.

### Site Specific Induction

Each person working on *site* is to receive a site-specific induction. Each visitor, visiting the *site* is to receive a site-specific induction or be accompanied by someone who has received a site-specific induction for that particular *site*.

### Reporting

The *Contractor* must, upon request, make available to the *Superintendent* all project site accident data. Reports shall cover injuries and damage resulting from accidents or any incidents involving harm to a third party, particularly where legal action may be taken against them or the *Principal*.

The *Contractor* must provide a copy of every Statutory Notice received from an Authority in connection with *WUC* to the *Principal* within one (1) *business day* after the notice is received.

### Safety Compliance

If during the performance of *WUC* the *Superintendent* informs the *Contractor* that it is of the opinion the *Contractor* is:

- (a) not conducting *WUC* in compliance with the WHS Act, the WHS Regulation, Codes of Practice or relevant policies and procedures; or
- (b) conducting *WUC* in such a way as to endanger the health and safety of the *Contractor's personnel*, the *Principal's personnel* or the general public,

the *Superintendent* may direct the *Contractor* to promptly remedy the breach of WHS or take any other action permitted by the *Contract*, including suspending the whole or part of *WUC* pursuant to clause 33 of the General Conditions of Contract until such time as the *Contractor* satisfies the *Superintendent* that the work can be resumed in a safe manner (QA procedures and forms for non-compliance would apply).

### WHS Concerns

If the *Contractor* fails to rectify any concerns identified by the *Superintendent* for which *WUC* has been suspended, or if the *Superintendent* reasonably suspects that the *Contractor's* performance of *WUC* may be in breach of WHS Act or WHS Regulation, the *Principal* may notify the Regulator and request that an inspector of the Regulator visit the site, and take any other steps available under the *Contract* that the *Principal* reasonably considers necessary.

### Contractor's Traffic Management

The *Contractor* when working in the road corridor shall be responsible for the safe and orderly passage of vehicular and pedestrian traffic through and around the site at all times from commencement of work at the site to 4pm on the date of practical completion.

For purposes of this clause, "the manual" shall be Main Roads Manual of Uniform Traffic Control Devices (current as at the date of acceptance of tender). The *Contractor* shall prepare, implement and maintain a traffic management plan ("Traffic Management Plan") for the project.

The *Contractor*, when requested by the *Superintendent*, must submit the Traffic Management Plan to the *Superintendent* within the time required by clause 0 of this General Specification.

The *Contractor* shall make all necessary amendments to its Traffic Management Plan as advised by the *Superintendent*.

Where applicable the *Contractor* shall provide for the continuous operation of normal traffic along roads and pedestrian and vehicular access to properties included in the *Contract* or intersected by access roads, paths or drains included in the *Contract*. The *Contractor* shall, where necessary, provide side-tracks, which shall be constructed, sign posted, lit and maintained.

The *Contractor* shall be responsible for any necessary approvals for the transport of any sand or earthworks materials to and from the site.

The *Contractor* shall not unnecessarily in its operations obstruct any side road, branch track, drain or watercourse and shall not break down any fences or gates without the prior notification to the *Superintendent*, but when such obstructions or breakages cannot be avoided shall remove such obstruction or repair such breakage as soon as possible.

In the event of the *Contractor* failing with its responsibilities under this clause the *Principal* shall have the power, without further notice, to take such steps as the *Superintendent* considers necessary to provide for the passage and safety of traffic or to remove any obstruction or to repair any damage including, if it considers it necessary, the employment of workmen and watchmen and the cost thereof shall be deducted from any monies due to the *Contractor* under this *Contract*.

Notwithstanding any action that the *Superintendent* may take in this regard, the *Contractor* shall be liable for damages arising out of any accident in connection with the carrying out of the *Contract*.

### Heavy Vehicle National Law

Terms used in this clause which are defined in the *Heavy Vehicle National Law (Queensland)* ('the National Law') have the same meaning as in that law.

The *Contractor* must ensure that, so far as is reasonably practicable, the safety of the *Contractor's* transport activities. Without limiting this, the *Contractor* must, so far as is reasonably practicable:

- (a) eliminate public risks and, to the extent it is not reasonably practicable to eliminate public risks, minimise the public risks; and
- (b) ensure the party's conduct does not directly or indirectly cause or encourage:
  - (i) the driver of a heavy vehicle to contravene the National Law; or
  - (ii) the driver of a heavy vehicle to exceed a speed limit applying to the driver; or
  - (iii) another person, including another party in the chain of responsibility, to contravene the National Law.

The *Contractor* must immediately notify the *Principal* if the *Contractor* considers that anything in this *Contract*, or any act or omission of the *Principal* or the *Superintendent* or their respective officers, employees, agents or representatives has or is likely to directly or indirectly cause or encourage the *Contractor* or any employee or subcontractor of the *Contractor*:

- (a) being the driver of a heavy vehicle to contravene the National Law; or
- (b) being the driver of a heavy vehicle to exceed a speed limit applying to the driver; or
- (c) being another person, including another party in the chain of responsibility, to contravene the National Law.

### Work Health and Safety Accreditation Scheme

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

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

## CONSTRUCTION GENERALLY

### Standard of Work

The *Contractor* must comply with all *legislative requirements*, codes and industry guidelines applicable to *WUC*.

Where applicable, all *WUC* shall be carried out in accordance with the specification and drawings forming part of this *Contract*, the applicable Australian Standards and Codes, and the requirements of CMDG Development Manual.

A copy of the CMDG Regional Development Manual is available on CMDG website at <http://www.cmdg.com.au>. The *Contractor* shall be deemed to have read, understood and allowed for compliance with the relevant part or parts of the manual.

### Responsibility

The *Contractor* is fully responsible for choosing the appropriate plant, equipment and work methods for the purpose and environment for which they are to be used.

The *Contractor* is fully responsible for carrying out *WUC* and ensuring acceptable work practices are used.

### Dilapidation Survey of Existing Facilities and Services Review

The *Contractor* must, prior to the commencement of *WUC*, undertake a dilapidation survey ('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) Locations outlined in project scope within "Appendix B- DRFA PROGRAM Drainage Tender and T2324.18 - Pricing Schedule and Scope of Works"

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's Representative*. The *Contractor* shall cause the least possible interference with existing amenities whether natural or man-made. The *Contractor* shall take all practical steps to minimise the amount of noise caused by carrying out *WUC*.

### Asbestos Removal and Disposal (if applicable)

The removal, transportation and disposal of asbestos products must be undertaken in accordance with:

- (a) all *legislative requirements*, standards and codes of practice including "Safe Removal of Asbestos 2nd Edition or any later edition or applicable document; and
  - (b) the *Contractor's* WHS Plan,
- ('Asbestos Removal Requirements').

Such *work* must be undertaken by a certified asbestos removalist.

The *Contractor* shall arrange for daily air monitoring and reporting during the asbestos removal process by an independent air monitoring consultant / hygienist.

At the completion of the asbestos removal process, the *Contractor* shall supply certification that all asbestos has been safely removed from the *site* and disposed of in accordance with the Asbestos Removal Requirements.

### Connection of New Water Mains to Existing Mains (where applicable)

The *Principal* shall undertake all connections to the *Principal's* water infrastructure. The *Contractor* shall not carry out the connections unless the *Principal* gives special written approval in exceptional circumstances.

### Connection of New Sewer Mains to Existing Mains (where applicable)

The *Contractor* shall undertake all connections to sewer infrastructure to the extent indicated in the Specification and Drawings.

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 shutdown 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*.

### Existing Materials and Conditions

The *Contractor* shall be deemed to have inspected the *site*, carried out all necessary investigations to ascertain the materials to be excavated and, if required, their suitability to be used in the construction activities. No extra payment shall be made for excavation, disposal of materials or replacement of materials irrespective of materials or conditions encountered.

### Certificate of Practical Completion

Prior to the *Superintendent* issuing the *Contractor* with a *certificate of practical completion* the *Superintendent* or *Superintendent's Representative* may direct that the *Contractor* jointly conduct inspections and such tests as the *Superintendent* deems necessary to confirm that *the Works* have reached *practical completion*.

## ENVIRONMENTAL PROTECTION

### Environmental Management Plan

Within the time required by Clause O of this General Specification, the *Contractor* shall prepare and submit to the *Superintendent* for review an environmental management plan (“EMP”) to cover all work to be undertaken at the *site*. The EMP shall be the *Contractor*’s plan of management to ensure that all work undertaken by the *Contractor* (including all *subcontractors*) shall have minimal impact on the environment and shall be in accordance with all relevant Australian Standards and *legislative requirements*.

The EMP shall:

- (a) be a practical and achievable plan;
- (b) detail each environmental issue and impact which is to be addressed;
- (c) 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);
- (d) detail who is responsible for ensuring the control measures are undertaken, the verification of such actions and the reporting process;
- (e) provide a trigger for undertaking an action and, where possible, timing of each action;
- (f) detail procedures for the monitoring of the EMP by the *Contractor*; and
- (g) detail a system for registration and action of environmental complaints.

Should the *Contractor* wish to commence any *WUC* prior to acceptance of 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*.

The *Contractor* shall be solely responsible for the full and complete implementation of the EMP. The *Contractor* shall pay all penalties, costs and expenses, which may be incurred in respect of offences committed or alleged to be committed under the provision of the relevant *legislative requirements*.

### Reporting

Any incidents involving non-conformances with the EMP and environmental permits shall be recorded on an appropriate form and signed by the *Contractor* for auditing purposes. The procedures in place shall be reported as required in the EMP.

### Erosion and Sedimentation Control

As part of the Environmental Management Plan, an erosion and sedimentation control plan ('ESCP') shall be prepared by the *Contractor* to minimise the risk of harm to the environment.

The primary objective of the ESCP is to prevent or minimise harm by control of overland flows, minimisation of flow path lengths and the use of trapping devices to capture sediment. In the preparation of this plan the following general principles shall be applied:

- (a) preparation of designs within *site* constraints offered by existing drainage features;

Particular environmental control provisions that shall be implemented comprise installation of sediment fencing around sediment runoff features, i.e.: any temporary access roads and temporary stockpile areas.

The ESCP shall be prepared by the *Contractor* for the nominated plant, equipment and work methods. The *Contractor* shall be responsible for the installation, inspection, repair and maintenance of all environmental control provisions contained in the approved ESCP. Inspections of all environmental control provisions must be undertaken, as a minimum, on a weekly basis and immediately after any major rainfall events.

### Protection of Fauna

The *Contractor* shall ensure that there is minimal disruption to any fauna in the vicinity of *the Works*. The *Contractor* shall ensure that personnel are trained during *site* induction procedures and aware of the potential for impacts on fauna, and the need to minimise these impacts.

In the event that activities are found to be adversely impacting on fauna excessively, the *Contractor* must implement ameliorative measures as directed by the *Superintendent*.

### Protection of Terrestrial Flora

The *Contractor* must exercise due care in the vicinity of trees, other vegetation or existing features and make good any damage resulting from construction activities.



The *Contractor* shall note the existing plants and trees on areas abutting *the Works*, and shall avoid disturbing these areas.

### Energy Use

The *Contractor* shall ensure that the use of energy for *WUC* is minimised by implementing the following strategies:

- (a) Undertaking regular maintenance of all machinery to ensure energy efficiency; and
- (b) Utilisation of minimum sized machinery to undertake tasks.

### Waste Management

In this clause, ‘levyable waste disposal site’, ‘levyable waste’ and ‘waste levy’ have the meanings assigned to them in the *Waste Reduction and Recycling Act 2011* (Qld).

The *Waste Reduction and Recycling Act 2011* (Qld) provides for a levy payable by operators of levyable waste disposal sites and obligations on persons delivering waste. While the waste levy is payable by the operator of a levyable waste disposal site, operators may pass on the waste levy to persons who present levyable waste for disposal.

The *Contractor* must:

- a) ensure that all waste arising from *WUC* at 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 which may become payable by the *Contractor* in connection with the disposal of waste from arising from *WUC*, including (to the extent that the operator of a levyable waste disposal site passes it on to the *Contractor*), any waste levy.

The *Contractor* is deemed to have allowed in the *contract sum* for all royalties, levies, fees, charges, costs, expenses, taxes or duties referred to in clause 0c).

With or in each progress claim submitted by the *Contractor* under the *Contract*, the *Contractor* must provide a separate breakdown of the amount of any waste levy which the *Contractor* is aware has been passed on to, and paid by, the *Contractor* in connection with the disposal of levyable waste arising from *WUC*.

### Biosecurity Management

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 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 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*.

As part of the EMP the *Contractor* shall prepare a Biosecurity Risk management plan (**BRMP**) to ensure reasonable and practical steps are taken to address Biosecurity Risks and that the *Contractor* meets its general biosecurity obligation (as that term is used in the *Biosecurity Act 2014* (Qld)). The primary purpose of the BRMP is to address both Potential Biosecurity Risks and Known Biosecurity Risks

The *Contractor* shall ensure that all *personnel* are trained during *site* induction procedures to be aware of biosecurity risks. 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*.

The *Contractor* must, on request by the *Principal*, provide documentary evidence of its compliance with this clause.

General Obligations

In undertaking its obligations under this *Contract*, the *Contractor* must and must cause its employees, agents and subcontractors to:

- (a) comply with and undertake those obligations in accordance with:
  - (i) the Environmental Policy;
  - (ii) best practice environmental management as defined in Section 21 of the *Environmental Protection Act 1994* (Qld);
  - (iii) relevant authorities and permits (the *Principal* shall provide copies of relevant authorities and permits already obtained for this work where relevant); and
  - (iv) other relevant environmental legislation;
- (b) comply with:
  - (i) its general environmental duty under section 319 of the *Environmental Protection Act 1994*;
  - (ii) its duty to notify the *Principal* of environmental harm as defined in sections 14-17 of the Environmental Protection Act 1994;
- (c) notify the *Principal*, via the procedure outlined below, as soon as reasonably practicable but no later than 2 hours of becoming aware of an incident that has or may cause environmental harm.

If an Environmental Incident Occurs During Business Hours (8.20am – 4.45pm)	If an Environmental Incident Occurs Outside Business Hours
<i>Contractor</i> shall take all reasonable and practicable measures to control the incident	<i>Contractor</i> shall take all reasonable and practicable measures to control the incident
<i>Contractor</i> shall contact the <i>Contract</i> Inspector or the <i>Superintendent</i> if the <i>Contract</i> Inspector is not available as soon as reasonably practical but no later than 2 hours following the detection of the incident.	<i>Contractor</i> shall contact the <i>Superintendent</i> or <i>Superintendent’s</i> representative if the <i>Superintendent</i> is not available. If the contract impacts on existing services (for example a sewage pump station needs to be isolated) to stem the release of sewage the <i>Contractor</i> shall contact after-hours emergency on [TBC]. The <i>Principal</i> shall notify the regulator of the incident where required and may attend the incident.
Where available the following information shall be reported: <ul style="list-style-type: none"> <li>a) Location of the incident and release point into the environment (including location of affected storm water drain and where that drain discharges to the environment);</li> <li>b) Time of the release;</li> <li>c) Time that the incident was detected;</li> <li>d) Release duration and estimated volume of release;</li> <li>e) Suspected cause of release;</li> <li>f) Details of the observed impact and any inspections/attendance at the <i>site</i>;</li> <li>g) Actions that have been taken to prevent any further release and mitigate any environmental impact.</li> <li>h) If the above information is not available at the time of notification it shall be made available as soon as reasonably practicable thereafter.</li> </ul>	Where available the following information shall be reported: <ul style="list-style-type: none"> <li>a) Location of the incident and release point into the environment (including location of affected storm water drain and where that drain discharges to the environment);</li> <li>b) Time of the release;</li> <li>c) Time that the incident was detected;</li> <li>d) Release duration and estimated volume of release;</li> <li>e) Suspected cause of release;</li> <li>f) Details of the observed impact and any inspections/attendance at the <i>site</i>;</li> <li>g) Actions that have been taken to prevent any further release and mitigate any environmental impact.</li> <li>h) If the above information is not available at the time of notification it shall be made available as soon as reasonably practicable thereafter.</li> </ul>

If an Environmental Incident Occurs During Business Hours (8.20am – 4.45pm)	If an Environmental Incident Occurs Outside Business Hours
The <i>Principal</i> shall notify the regulator, where required, of the incident and may attend the incident.	If the <i>Contractor</i> is unable to make contact with a council representative within 2 hours of becoming aware of the incident the <i>Contractor</i> shall report the incident (with the information stated above) to the <b>Environmental Pollution Hotline on 1300 130 372</b> where required and shall continue to try to contact a representative of the <i>Principal</i> .
The <i>Contractor</i> may be required to attend an incident debrief facilitated by the <i>Principal</i> .	The <i>Contractor</i> may be required to attend an incident debrief facilitated by the <i>Principal</i> .

An incident may include, but is not limited to, the following:

- (a) Significant sediment loss following an unexpected rain event;
- (b) Sewage discharge to the environment; and
- (c) Chemical spill to the environment.

### Environmental Management Plan

The *Contractor* shall ensure that a project environmental and cultural heritage risk assessment and a Construction Environmental Management Plan ('EMP') is submitted to the *Superintendent* within the time required by clause 0 of this General Specification.

In preparing the EMP, the environmental and cultural heritage risks associated with the project *site* shall be considered (and documented as a risk assessment). Risks may include, but not be limited to, the following issues:

- (a) Work being undertaken during the wet season;
- (b) Proximity to creeks and waterways;
- (c) Proximity to potential or actual acid sulphate soils;
- (d) The topography of the *site*, included the erosion risk;
- (e) Proximity to residential area;
- (f) Vegetation, weed or pest management;
- (g) Chemical storage and use and waste management;
- (h) Accessibility of the general public to the project *site*;
- (i) The high visual nature of the project *site*;
- (j) Cultural heritage risks; and
- (k) Noise and dust suppression.

The EMP shall be the *Contractor's* plan of management to ensure that all work undertaken by the *Contractor* (including all *subcontractors*) shall have minimal impact on the environment and shall be in accordance with all relevant Australian Standards and *legislative requirements*. The EMP shall include the required environmental incident notification procedures, including relevant names and contact numbers.

The EMP shall:

- (a) Include the project specific environmental and cultural heritage risk assessment;
- (b) Be a practical and achievable plan and include the *Contractor's* environmental policy and the objectives to be attained;
- (c) Include a description of the project and existing environment;
- (d) Detail each environmental impact which is to be addressed;
- (e) Include management measures to minimise the environmental risks;
- (f) Include all control measures which the *Contractor* will undertake and any issues which the *Contractor* will address during WUC (including any required pre or post activity);
- (g) Detail who is responsible for ensuring the control measures are undertaken, the verification of such actions and the reporting process;
- (h) Provide a trigger for undertaking an action and, where possible, timing of each action;
- (i) Detail procedures for the monitoring (and review) of the EMP by the *Contractor*;
- (j) Detail a system for registration and action of environmental complaints;
- (k) Provide details of a *site* specific environmental induction (awareness training) including induction on any environmental conditions specifically relevant to the project;
- (l) Describe the process by which employees and *Contractors* will be inducted and list all employees/*Contractors* that have completed the environmental induction program arranged by the *Contractor*;
- (m) Include a cultural heritage finds procedure for any project involving excavation of soil;

- (n) Provide a listing of applicable environmental approvals and their conditions; and
- (o) Detail the process for dealing with incidents, including clean-up and mitigations.

Should the *Contractor* wish to commence any operation prior to acceptance of the complete EMP, sections of the EMP relevant to that operation may be submitted at least 10 *business days* prior to the planned commencement of that operation. A hold point shall occur and no *work* shall proceed until written acceptance of the complete EMP or a section of the EMP relevant to a particular operation is received from the *Superintendent*.

The *Contractor* shall be solely responsible for the full and complete implementation of the EMP. The *Contractor* shall pay all penalties, costs and expenses that may be incurred by the *Contractor* or the *Principal* in respect of offences committed or alleged to be committed under the provisions of relevant environmental or cultural heritage legislation.

### Erosion Control

Where earthworks occur within a drainage or storm flow path, surface reinstatement shall include appropriate erosion control measures to protect *the Works* during storm events.

The *Contractor* must determine the extent of erosion control *work* required to protect the disturbed areas and the suitability of the selected erosion control methodology for the stormwater runoff that may be experienced from the catchment.

The *Contractor* shall do all *work* necessary to divert any water interfering with the progress of *WUC*, keep the excavations free from water while *WUC* is in progress, and prevent any damage to *the Works* by water due to floods or other causes. The *Contractor* shall provide, where considered necessary by the *Superintendent*, sediment traps on the discharge line of any pump to prevent the deposit of sediment in channels and stormwater drains.

Where water is diverted from the *site* it shall be confined to existing drainage paths and away from adjacent private property.

### Dewatering Control

Where dewatering of groundwater or stormwater run-off is required, the *Contractor* shall ensure that discharge to a waterway or sensitive receiving environment complies with legislative requirements of the *Environmental Protection Act 1994* and the *Environmental Protection Regulation 2008*.

### Vegetation/Tree Management

In undertaking its obligations under this *Contract*, the *Contractor* must comply and cause its *personnel* to undertake those obligations in accordance with the *Principal's* Vegetation Management Policies and comply with all requirements of relevant legislation including but not limited to:

- (a) AS4970 – 2009; Protection of trees on development sites
- (b) AS4373 – 2007 Pruning of amenity Trees

The preservation of established trees is of critical importance during *WUC*. The following procedures are required to be undertaken by the *Contractor*:

- (a) Construction procedure developed to achieve minimum trench construction widths adjacent to the root ball of any tree in order to minimise the extent of interference and damage to the tree roots;
- (b) Range of free and clear movement required for the proposed construction machinery to construct *the Works* is required to be established and hence the extent of interference involving pruning of limbs and roots required;
- (c) Pruning and treatment procedure for roots and limbs approved by a qualified horticulturist; and
- (d) Watering of trees to prevent/reduce stress as determined by a qualified horticulturist.

No clearing, trimming or pruning of tree limbs or roots is permitted without the *Superintendent* being notified and the qualified horticulturist being present.

Where the *Contractor* must remove trees in order to carry out *WUC* the *Contractor* shall supply and plant native trees. The native plant species to be provided shall be stipulated by the *Principal* and the supplied plant stock shall conform with CMDG operational works specification S8 Landscaping section S8.06. The planting and establishment of the trees shall be in accordance with CMDG operational works specification S8 Landscaping section 8.14.

### Protection of Fauna

The *Contractor* shall ensure that there is minimal disruption to any fauna in the vicinity of *the Works*. The *Contractor* shall ensure that **personnel** are trained during *site* induction procedures and aware of the potential for impacts on fauna, and the need to minimise these impacts.

In the event that activities are found to be adversely impacting on fauna excessively, the *Contractor* must implement ameliorative measures as directed by the *Superintendent*.

### Biosecurity Management

In this clause:

- d) A **Biosecurity Risk** is the risk that exists when dealing with:
  - (iii) any pest, disease, or contaminant (including plants, seeds, spores, eggs, vertebrate and invertebrate pest); or
  - (iv) something that could carry a pest, disease or contaminant (e.g. animals, plants, soil, equipment and water—known as ‘carriers’).
- e) a **Potential Biosecurity Risk** is a 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.
- f) a **Known Biosecurity Risk** is a risk that is currently recorded within the footprint or proximity of the *site* which is:
  - (iv) identified within biosecurity plans or programs active for the area;
  - (v) identified during *WUC*; or
  - (vi) otherwise identified by the *Principal*.

As part of the EMP the *Contractor* shall prepare a Biosecurity Risk management plan (**BRMP**) to ensure reasonable and practical steps are taken to address Biosecurity Risks and that the *Contractor* meets its general biosecurity obligation (as that term is used in the *Biosecurity Act 2014* (Qld)). The primary purpose of the BRMP is to address both Potential Biosecurity Risks and Known Biosecurity Risks

The *Contractor* shall ensure that all *personnel* are trained during *site* induction procedures to be aware of biosecurity risks. 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*.

The *Contractor* must, on request by the *Principal*, provide documentary evidence of its compliance with

### Waste Management

In this clause, ‘levyable waste disposal site’, ‘levyable waste’ and ‘waste levy’ have the meanings assigned to them in the *Waste Reduction and Recycling Act 2011* (Qld).

The *Waste Reduction and Recycling Act 2011* (Qld) provides for a levy payable by operators of levyable waste disposal sites and obligations on persons delivering waste. While the waste levy is payable by the operator of a levyable waste disposal site, operators may pass on the waste levy to persons who present levyable waste for disposal.

The *Contractor* must:

- a) ensure that all waste arising from *WUC* at 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 which may become payable by the *Contractor* in connection with the disposal of waste from arising from *WUC*, including (to the extent that the operator of a levyable waste disposal site passes it on to the *Contractor*), any waste levy.

The *Contractor* is deemed to have allowed in the *contract sum* for all royalties, levies, fees, charges, costs, expenses, taxes or duties referred to in clause 0c). With or in each progress claim submitted by the *Contractor* under the *Contract*, the *Contractor* must provide a separate breakdown of the amount of any waste levy which the *Contractor* is aware has been passed on to, and paid by, the *Contractor* in connection with the disposal of levyable waste arising from *WUC*.

## CULTURAL HERITAGE

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

### General Obligations

Without limiting any other clause in the *Contract*, the *Contractor* must, and must ensure that its *personnel* in performing the *Contractor's* obligations under the *Contract*:

- (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 any:
  - (i) law relating to the protection of Cultural Heritage which are applicable to *WUC*;
  - (ii) directions of the *Superintendent* in relation to the protection of Cultural Heritage; and
  - (iii) other standards, plans, requirements, codes, guidelines, policies, consents and permissions relating to the protection of the Cultural Heritage which are applicable to *WUC*, including:
    - A. the cultural heritage plan prepared under clause 0;
    - B. the *Principal's* Cultural Heritage management policies and plans;
    - C. any consent, permission or clearance provided by an Aboriginal Party or Torres Strait Islander Party; and
    - D. 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*;
- (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*.

The *Superintendent* may provide copies of relevant permits and approvals already obtained for this *work* including a copy of any cultural heritage risk assessment or Aboriginal or Torres Strait Island cultural heritage register search results where relevant.

If at any time during the course of *WUC* it is necessary to destroy, excavate, relocate or remove an object or item that may be of Aboriginal cultural heritage or Torres Strait Islander cultural heritage, then the *Contractor* is to immediately contact the *Superintendent* for direction.

The *Contractor* shall ensure that its *personnel*, including its *subcontractors' personnel* are trained during *site* induction procedures to be aware of Cultural Heritage issues. In the event that Cultural Heritage assets are encountered on the *site*, the *Contractor* shall cease all work in that area, notify the *Superintendent* and take appropriate actions as outlined in the Cultural Heritage Plan.

### Cultural Heritage Plan

The *Contract* must prepare, provide to the *Superintendent* for review and comply with a cultural heritage plan for the work under the *Contract* that:

- (e) includes the results of a search of the Aboriginal Cultural Heritage Database and Register under the *Aboriginal Cultural Heritage Act 2003* (Qld) for the *site*;
- (f) describes the steps that the *Contractor* intends to take to meet its duty of care under the *Aboriginal Cultural Heritage Act 2003* (Qld) or *Torres Strait Islander Cultural Heritage Act 2003* (Qld) including the details of any communication with the Aboriginal Party or Torres Strait Islander Party about *WUC* and details of any proposed *site* inspections or monitoring of the *WUC*; and
- (g) identifies any responsibilities, procedures and processes for dealing with Cultural Heritage.

## BUILDING CODE 2016

THE BUILDING CODE 2016 APPLIES TO CERTAIN FEDERALLY FUNDED PROJECTS. REFER TO THE AUSTRALIAN BUILDING AND CONSTRUCTION COMMISSION WEBSITE TO DETERMINE WHETHER THE BUILDING CODE 2016 APPLIES TO THIS PROJECT. [HTTPS://WWW.ABCC.GOV.AU/BUILDING-CODE](https://www.abcc.gov.au/building-code)

### Compliance with the Code for Tendering and Performance of Building Work 2016 (Federal)

In these clauses:

<b>ABCC</b>		means the body referred to in subsection 29(2) of the Act.
<b>ABC Commissioner</b>		means the Australian Building and Construction Commissioner referred to in subsection 15(1) of the Act.
<b>Act</b>		means the <i>Building and Construction Industry (Improving Productivity) Act 2016</i> .
<b>Building Code 2016</b>		means the <i>Code for the Tendering and Performance of Building Work 2016</i> , which is available at <a href="https://www.legislation.gov.au/Details/F2017C00125">https://www.legislation.gov.au/Details/F2017C00125</a> .
<b>Building Contractor</b>		has the same meaning as in the Act.
<b>Building Industry Participant</b>		has the same meaning as in the Act.
<b>Building Work</b>		has the same meaning as in subsection 3(4) of the Building Code 2016.
<b>Commonwealth Funded Building Work</b>		means Building Work in items 1-8 of Schedule 1 of the Building Code 2016.
<b>Enterprise Agreement</b>		has the same meaning as in the <i>Fair Work Act 2009</i> (Cth).
<b>Exclusion Sanction</b>		has the same meaning as in subsection 3(3) of the Building Code 2016.
<b>Related Entity</b>		has the same meaning as in subsection 3(2) of the Building Code 2016.
<b>Subcontractor</b>		means a Building Contractor or Building Industry Participant who the <i>Contractor</i> has entered, or proposes to enter, into a subcontract with to undertake any <i>WUC</i>
<b>Works</b>		means Commonwealth Funded Building Work that is the subject of this <i>Contract</i> .

The *Contractor* declares as at the date of commencement of this *Contract* in relation to *the Works* that it and its subcontractors are not subject to an Exclusion Sanction.

The *Contractor*:

declares as at the date of commencement of this *Contract* in relation to *the Works*; and

must ensure that during the term of this *Contract* in relation to *the Works*,

that it and its Subcontractors comply with the Building Code 2016.

Compliance with the Building Code 2016 does not relieve the *Contractor* from responsibility to perform this *Contract*, or from liability for any defect in the *Works* arising from compliance with the Building Code 2016.

The *Contractor* must notify the ABCC of any breach or suspected breach of the Building Code 2016 as soon as practicable but no later than 2 *business days* after becoming aware of the breach or suspected breach and of the steps proposed to be taken to rectify the breach.

The *Contractor* acknowledges the powers and functions of the ABC Commissioner and the ABCC under the Act and the Building Code 2016 and will ensure that it and its Subcontractors comply with any requests made by



the ABCC and the ABC Commissioner within those powers and functions, including but not limited to requests for entry under section 72 of the Act, requests to interview any person under section 74 of the Act, requests to produce records or documents under sections 74 and 77 of the Act and responding to requests for information concerning matters relating to the Building Code 2016 under subsection 7(c) of the Building Code.

The *Contractor* must only enter into a subcontract for any *WUC* where:

- (a) the Subcontractor is not covered by, and does not have Related Entities covered by, an Enterprise Agreement that does not meet the requirements of section 11 of the Building Code 2016;
- (b) the Subcontractor is not subject to an Exclusion Sanction or is excluded from undertaking work funded by a state or territory government unless approval to do so is provided by the ABC Commissioner.

The *Contractor* must ensure as far as is reasonably practicable that Subcontractors that are engaged by the *Contractor* in respect of *the Works* take remedial action to rectify non-compliant behaviour.

The *Contractor* must only enter into a subcontract for any *WUC* where:

- (c) the Subcontractor has submitted a declaration of compliance, including the further information outlined in Attachment A to the declaration of compliance, in substantively the same form as the model declaration of compliance applicable to contractors and subcontractors in relation to the Building Code 2016 (located in Part 4 in the document titled *Model Clauses Type B-Indirectly Funded* available on the ABCC website ([www.abcc.gov.au](http://www.abcc.gov.au))); and
- (d) the subcontract with the Subcontractor contains clauses in substantively the same form as the model contract clauses applicable to contractors and subcontractors in relation to the Building Code (located in Part 5 in the document titled *Model Clauses Type B-Indirectly Funded* available on the ABCC website ([www.abcc.gov.au](http://www.abcc.gov.au))).

The *Contractor* must only use products in building work that comply with the relevant Australian standards published by, or on behalf of, Standards Australia

The *Contractor* must ensure that any agreement entered into in relation to *the Works* with a Subcontractor requires the Subcontractor to only use products in relation to *the Works* that comply with the relevant Australian standards published by, or on behalf of, Standards Australia.

## QUEENSLAND CODE

THE QUEENSLAND CODE APPLIES TO CERTAIN STATE GOVERNMENT FUNDED PROJECTS. REFER TO THE OFFICE OF INDUSTRIAL RELATIONS WEBSITE TO DETERMINE WHETHER THE QUEENSLAND CODE APPLIES TO THIS PROJECT [HTTPS://WWW.OIR.QLD.GOV.AU/INDUSTRIAL-RELATIONS/BUILDING-AND-CONSTRUCTION-CODE-PRACTICE-2000](https://www.oir.qld.gov.au/industrial-relations/building-and-construction-code-practice-2000)

### The Queensland Code

If applicable, in addition to the terms defined in this document, terms used in this clause 0 have the same meaning as is attributed to them in the Queensland Government's *Queensland Code of Practice for the Building and Construction Industry* (the Queensland Code).

### Primary Obligation

The *Contractor* shall comply with, and meet any obligations imposed by, the Queensland Code.

The *Contractor* shall notify the Australian Building and Construction Commission (or nominee) and the *Principal* of any alleged breaches of the Queensland Code and of voluntary remedial action taken within 24 hours of becoming aware of the alleged breach.

Where the *Contractor* is authorised to engage a subcontractor and it does so, the *Contractor* shall ensure that any secondary contract imposes on the subcontractor equivalent obligations to those in this clause 0, including that the subcontractor shall comply with, and meet any obligations imposed by, the Queensland Code.

The *Contractor* shall not appoint or engage another party in relation to *WUC* where that appointment or engagement would breach a sanction imposed on the other party in relation to the Queensland Code.

### Access and Information

The *Contractor* shall maintain adequate records of compliance with the Queensland Code by it, its subcontractors and related entities.

The *Contractor* shall allow, and take reasonable steps to facilitate, Queensland Government authorised personnel (including personnel of the ABCC) to:

- (a) enter and have access to sites and premises controlled by the *Contractor*, including any *site* at which *WUC* is being carried out;
- (b) inspect any work, material, machinery, appliance, article or facility;
- (c) access information and documents;
- (d) inspect and copy any record relevant to *WUC*;
- (e) have access to personnel; and
- (f) interview any person.

As is necessary for the authorised personnel to monitor and investigate compliance with the Queensland Code by the *Contractor*, its subcontractors and related entities.

The *Contractor*, and its related entities, shall agree to, and comply with, a request from Queensland Government authorised personnel (including personnel of the ABCC) for the production of specified documents by a certain date, whether in person, by post or electronic means.

### Sanctions

The *Contractor* warrants that at the time of entering into this *Contract*, neither it, nor any of its related entities, are subject to a sanction in connection with the Queensland Code that would have precluded it from tendering for work to which the Queensland Code applies.

If the *Contractor* does not comply with, or fails to meet any obligation imposed by, the Queensland Code, a sanction may be imposed against it in connection with the Queensland Code.

Where a sanction is imposed:

- (a) it is without prejudice to any rights that would otherwise accrue to the parties;
- (b) the State of Queensland (through its agencies, Ministers and the ABCC) is entitled to:
  - (i) record and disclose details of non-compliance with the Queensland Code and the sanction; and
  - (ii) take them into account in the evaluation of future expressions of interest or tender responses that may be lodged by the *Contractor*, or its related entities, in respect of work to which the Queensland Code applies.

### Compliance

The cost of ensuring the *Contractor's* compliance with the Queensland Code shall be borne by the *Contractor*. The *Contractor* is not entitled to make a claim for reimbursement or an extension of time from the *Principal* or the State of Queensland for such costs.

## GENERAL SPECIFICATION



Compliance with the Queensland Code does not relieve the *Contractor* from responsibility to perform *WUC* and any other obligation under the *Contract*, or from liability for any defect in *the Works* or from any other legal liability, whether or not arising from its compliance with the Queensland Code.

Where a change in the *Contract* or *WUC* is proposed, and that change would, or would be likely to, affect compliance with the Queensland Code, the *Contractor* shall immediately notify the *Principal* (or nominee) of the change, or likely change and specify:

- (a) the circumstances of the proposed change;
  - (b) the extent to which compliance with the Queensland Code will, or is likely to be, affected by the change;  
and
  - (c) what steps the *Contractor* proposes to take to mitigate any adverse impact of the change,
- and the *Principal* will direct the *Contractor* as to the course it must adopt within 5 *business days* of receiving notice.

## COMPLETION

### End of Job Report

As a requirement of *practical completion*, the *Contractor* shall provide one (1) bound and one (1) PDF copies of an end of job report which shall contain the following as a minimum:

- (a) Material Test Results;
- (b) Bitumen Spray Sheets;
- (c) Concrete Dockets;
- (d) Gravel and Spoil Dockets;
- (e) Construction Test Results;
- (f) Construction Photos;
- (g) Assets Sheets; and
- (h) As construction drawings

### As Constructed Documents

No later than two weeks before the *date for practical completion*, and as a requirement of *practical completion*, the *Contractor* shall furnish to the *Superintendent* for acceptance/approval, two advanced 'draft' copies of the following documents:

- (a) As Constructed Drawings of *the Works*;
- (b) Asset sheets (verified scope of works as completed by the *Contractor*, highlighting any changes to scope if required).

The As Constructed Drawings must clearly detail the finished line, level, arrangements, layouts and the like of all of the constructed *Works*, 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 in AutoCAD 2010 format, or an alternative software package/format approved by the *Superintendent*, and must be in both digital file format (one (1) copy) and full size hard copy (two (2) copies).

The As Constructed Drawings must be duly titled as such, and must be dated and signed by the *Contractor*.