



**GENERAL SPECIFICATION
(STANDARD RISK)**

**Biloela Splash Park 2024 – 2025 – Design and
Construction**

CONTRACT NO.: T2425.26

Contents

- 1. THE SPECIFICATION2
- 2. DEFINITIONS2
- 3. CONTRACTOR’S GENERAL OBLIGATIONS, WARRANTIES AND REPRESENTATIONS.....3
- 4. CONTRACT MANAGEMENT5
- 5. DESIGN6
- 6. APPROVALS AND OTHER LAW8
- 7. SITE9
- 8. PROGRAM12
- 9. STAKEHOLDER MANAGEMENT13
- 10. QUALITY MANAGEMENT SYSTEM14
- 11. REPORTS, MEETINGS AND RECORD KEEPING15
- 12. PAYMENT CLAIMS.....17
- 13. PRINCIPAL SUPPLIED INFORMATION17
- 14. SAFETY17
- 15. ENVIRONMENTAL PROTECTION18
- 16. WASTE MANAGEMENT20
- 17. BIOSECURITY MANAGEMENT20
- 18. ASBESTOS21
- 19. CULTURAL HERITAGE22
- 20. TRAFFIC MANAGEMENT22
- 21. LABOUR HIRE23
- 22. NON-CONFORMING BUILDING PRODUCTS23
- 23. AS CONSTRUCTED DRAWINGS23
- 24. OPERATION AND MAINTENANCE MANUALS24
- 25. PRACTICAL COMPLETION24

General Specification

1. THE SPECIFICATION

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

- (a) this General Specification;
- (b) the Technical Specifications;
- (c) Locality Plan (Appendix A);
- (d) Proposed Splash Park Location Lions Park (Appendix B);
- (e) Lions Park Site Photos (Appendix C);
- (f) Lions Park Underground Council Services (Appendix D);
- (g) Lions Park Survey (Appendix E);
- (h) Geotechnical Report (Appendix F);
- (i) Contamination Report (Appendix G);
- (j) Asbestos Management Plan (Appendix H);
- (k) Lions Park TPZ Plan (Appendix I);
- (l) Pricing Schedule (Appendix J);
- (m) other documents to the extent that they are incorporated (whether physically or by reference) into the specification, namely:
 - (i) Water Services Association of Australia (WSAA) standard specification;
 - (ii) relevant Australian Standards;
 - (iii) Principal's Policies and Procedures;
 - (iv) Capricorn Municipal Development Guidelines.

1.2 **(Precedence of documents comprising specification)** The documents comprising the specification shall be taken to be mutually explanatory. If there is any ambiguity, inconsistency, conflict or discrepancy between any of the documents listed in clause 1.1 then the documents will take precedence in the order set out in clause 1.1, with the document listed at 1.1(a) being the highest in the order.

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

2. DEFINITIONS

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

- (a) **Administrator** means, the Superintendent;

General Specification

- (b) **Approvals** means certificates, licences, accreditations, clearances, authorisations, consents, permits, approvals, determinations, and permissions from any Authority and any related fees and charges;
- (c) **Authority** means any Federal, State, or local government authority, administrative or judicial body or tribunal, department, commission, agency, government owned corporation, statutory body or instrumentality, or any other person having jurisdiction over the project;
- (d) **General Conditions of Contract** means the General Conditions of Contract referred to in the formal instrument of agreement to which this General Specification is attached;
- (e) **General Specification** means this document and all attachments to it which forms part of the Contract;
- (f) **Good Industry Practice** means:
 - (i) the standard of skill, care, and diligence; and
 - (ii) the practices, methods, techniques, and acts,

of a skilled, competent, and experienced contractor engaged in the business of carrying out Work similar to the WUC;
- (g) **Principal** has the same meaning as given to the term “Principal” or “Purchaser” in the General Conditions of Contract (as the case may be);
- (h) **Principal’s Policies and Procedures** means the policies, procedures, codes, plans, guidelines, and the like provided or made available by or on behalf of the Principal to the Contractor from time to time, including those published on the Principal’s website which are in any way applicable to this Contract;
- (i) **Program** has the same meaning as given to the term “construction program” or “program” in the General Conditions of Contract (as the case may be);

3. CONTRACTOR’S GENERAL OBLIGATIONS, WARRANTIES AND REPRESENTATIONS

- 3.1 **(Ability)** The Contractor must ensure, and warrants and represents that the Contractor and, to the extent applicable to them, its Personnel:
 - (a) have the experience, skills, expertise, and resources;
 - (b) hold all necessary competencies, licences, accreditations, qualifications, permits, clearances, or other authorisations,

which are required for the Contractor to comply with its obligations under the Contract and will maintain such competencies, licences, accreditations, qualifications, permits, clearances, or other authorisations at all times until the Contractor has completed its obligations under the Contract.
- 3.2 **(Standard)** The Contractor must, and warrants and represents that it will, and to the extent applicable to them will ensure that its Personnel, carry out WUC and Contractor’s other obligations in connection with the Contract in accordance with Good Industry Practice.
- 3.3 **(Methodology)** The Contractor:
 - (a) warrants and represents that the methodology for carrying out and completing WUC stated in the Contract is suitable, appropriate and adequate; and

General Specification

- (b) must, and warrants and represents that it will, carry out and complete WUC in accordance with that methodology (if any) unless otherwise directed by the Superintendent or permitted or required under the Contract.

3.4 **(Equipment)** The Contractor warrants and represents that:

- (a) the Equipment and all materials comprising the Equipment shall, at the time at which the Equipment is Delivered:
 - (i) be new, free from defects, and of merchantable quality;
 - (ii) comply in all respects with the Contract including as to quality, quantity, performance, functionality, and description;
 - (iii) conform to any sample goods approved by the Principal or Superintendent;
 - (iv) comply with any applicable requirement, code, guideline, policy, drawing, or specification included or incorporated by reference into the Contract or, if none is included or incorporated, any Australian standards applicable to the Equipment and any applicable Legislative Requirements; and
 - (v) be suitable and adequate for the purposes for which the Equipment is supplied.
- (b) all other plant, equipment, materials, parts, consumables or other goods ('Goods') supplied, used or installed as part of WUC shall:
 - (i) at the time that they are supplied, used, or installed, be new;
 - (ii) be free from defects and of merchantable quality;
 - (iii) comply in all respects with the Contract including as to quality, quantity, performance, functionality and description;
 - (iv) conform to any sample goods approved by the Principal or Superintendent;
 - (v) comply with any applicable requirement, code, guideline, policy, drawing, or specification included or incorporated by reference into the Contract or, if none is included or incorporated, any Australian Standards applicable to the Goods and any applicable Legislative Requirements; and
 - (vi) be suitable and adequate for the purposes for which they are supplied, used or installed.

3.5 **(Investigations)** The Contractor warrants and represents that the Contractor has:

- (a) carefully reviewed the Contract and all other information provided by the Principal to the Contractor for the purpose of WUC, and is satisfied that the Contract and other information is appropriate and adequate to enable the Contractor to comply with its obligations under the Contract;
- (b) inspected the Site;
- (c) familiarised itself with factors that could affect the ability of the Contractor to carry out WUC for the Contract Sum, including weather conditions and the availability of temporary access, temporary lighting, power, telephone services, water supply, waste disposal facilities and local labour.

3.6 **(Construction Plant)** The Contractor warrants and represents that all Construction Plant utilised in carrying out WUC shall be in good working condition, suitable and appropriate for the Work for which it is used, and compliant with all applicable Legislative Requirements.

General Specification

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

- (a) comply with the requirements of the Contract and applicable law;
- (b) be consistent with or exceed applicable industry standards;
- (c) be of a standard and quality expected of a contractor using Good Industry Practice;
- (d) be suitable and adequate for the purpose for which they are provided.

In this clause, **Contractor Documents** means:

- (i) those records, reports, designs, specifications, certificates, plans (including management plans), procedures, manuals and other documents, whether electronic documents or hard copy format, required by the Contract to be handed over to the Principal by the Contractor; and
- (ii) all information advice, designs, calculations and recommendations in those documents;

but does not include those that are incomplete at the time at which the Principal exercises its rights under subclause 39.4 of the General Conditions of Contract or the Contractor exercises its rights under subclause 39.9 of the General Conditions of Contract);

4. CONTRACT MANAGEMENT

4.1 **(Contractor's Superintendence)** The Contractor shall provide all superintendence necessary for the proper fulfilment of the Contractor's obligations under the Contract, including, unless the Superintendent directs otherwise, a competent site manager and site foreman approved by the Superintendent (with such approval not to be unreasonably withheld). Unless otherwise agreed by the Superintendent, the site manager shall be the Contractor's representative under clause 22 of the General Conditions of Contract.

4.2 **(Requests for review and information)** The Superintendent will endeavor to provide a response and/or Direction in relation to a written request for information from the Contractor within 5 Business Days of receipt of such request. The response time will be dependent on the complex nature and or quantity of clarifications per information request submitted. The Contractor is encouraged to make recommendations and or suggestions for the Superintendent's consideration when submitting such requests.

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

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

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

General Specification

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

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

4.5 **(Code of Conduct)** In this clause, 'Code of Conduct' means the Principal's code of conduct which is available on the Principal's website. The Code of Conduct identifies the standards and behaviours expected from all workers, including contractors, in delivering services to the local community. The Contractor must:

- (a) communicate the Code of Conduct to all of the Contractor's Personnel;
- (b) comply with, and ensure that its Personnel comply with, all requirements of the Code of Conduct, including all standards contained within the Code of Conduct; and
- (c) if directed to do so by the Superintendent, obtain and provide to the Superintendent a signed form from all Personnel engaged by the Contractor to perform any part of WUC which states that the person has read, understood and agrees to comply with the Code of Conduct.

5. DESIGN

5.1 **(Standard of Design Documents)** The 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 **(Principal's Project Requirements)** Without limiting any other obligation of the Contractor or right of the Principal, to the extent (if any) that the Principal's Project Requirements includes any drawings, specifications or other information, samples, models, patterns and the like provided by the Contractor ('Contractor's Tendered Design'), the Contractor warrants and represents that the Contractor's Tendered Design accords with the balance of the Principal's Project Requirements.

5.3 **(Suitability and adequacy of The Works)** The Contractor:

- (a) must ensure that at Practical Completion the Works are (and each part of The Works) is; and
- (b) warrants and represents that The Works and each part of The Works will at Practical Completion, be,

suitable and adequate for the purpose stated in or to be reasonably inferred from the Contract, or otherwise made known to the Contractor prior to the date of acceptance of tender.

5.4 **(Submission and review of Design Documents)** The Contractor must submit the following Design Documents to the Superintendent for review before carrying out WUC in reliance on the Design Documents and, at the times (if any) identified below:

General Specification

Description of Design Documents	Format of Design Documents	Timing
Concept Design	PDF Electronic File	To be submitted with tender submission
70% Complete Detailed Design	PDF Electronic File	Minimum 20 working days before the commencement of Construction
90% Complete Detailed Design	PDF Electronic File	Minimum 20 working days before the commencement of Construction
100% Complete Final Detailed Design	PDF Electronic File and 12D design file	Minimum 10 working days before the commencement of Construction

The Principal shall advise the Contractor within a reasonable time as to whether it grants or refuses permission for the use of the Design Documents for the construction of The Works. The Contractor must not amend any Design Document for which the Principal has granted permission, unless the Contractor first obtains the Principal's written consent.

If the Principal refuses permission, the Principal shall provide reasons for the refusal in which case the Contractor must resubmit updated Design Documents to the Principal, together with a report which identifies how any comments from the Principal have been addressed in the Design Documents.

No review, permission, approval, consent, confirmation, comment, advice or the like given or withheld by, or on behalf of, the Principal in relation to any Contractor Document shall:

- (a) constitute an acceptance by the Principal or the Principal's Representative of any responsibility in connection with the WUC;
- (b) adversely affect any right of the Principal; or
- (c) relieve the Contractor from any of its responsibilities, obligations, or liabilities.

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

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

5.6 **(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

General Specification

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 Design Documents (**Certified Works**):
 - (A) installation and testing of underground services ;
 - (B) installation of footing and slabs for the splash park, pump shed and changing rooms; and
 - (C) completed facility.
 - (ii) taken all reasonable steps to ascertain whether the Certified Works are in accordance with the Design Documents; and
- (b) to the extent ascertainable from that inspection and those steps, the Certified Works are in accordance with the Design Documents.

6. APPROVALS AND OTHER LAW

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

- (a) Building Application for the Splash Park
- (b) Building Approval for the Changing Rooms

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

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

6.3 **(Final certificates)** The Contractor must:

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

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

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

- (a) it will be able to obtain, or obtain within any particular time; or
- (b) where the Principal is the relevant Authority, that it will grant, any Approvals required for the Contractor to perform WUC.

General Specification

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

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

7. SITE

7.1 **(Location)** The Site is identified in **Appendix A and Appendix B**.

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

- (a) in a form that complies with the requirements of the Contract;
- (b) as a requirement of the Principal giving access to or possession of the Site; and
- (c) within the earlier of:
 - (i) 20 Business Days after the Date Of Acceptance Of Tender; and
 - (ii) 5 Business Days prior to any scheduled pre-start meeting.

Item	Description	Relevant clause
(A)	Updated Program	Clause 8 of this General Specification
(B)	Stakeholder Management Plan	Clause 9 of this General Specification
(C)	WHS plan and other WHS documentation (including, if applicable, evidence of payment of fees and lodgement of notice appointing Contractor as principal contractor)	Clause 12A of the General Conditions of Contract
(D)	Quality management plan	Clause 10.2 of this General Specification
(E)	Inspection and test plan	Clause 10.3 of this General Specification
(F)	Dilapidation survey	Clause 11.61.6 of this General Specification
(G)	Environmental management plan	Clause 15.215.2 of this General Specification
(H)	Erosion and sediment control plan	Clause 15.315.3 of this General Specification
(I)	Biosecurity risk management plan	Clause 17.317.2 of this General Specification
(J)	Traffic management plan	Clause 200 of this General Specification
(K)	Compliance Plan	Clause Error! Reference source not found. of this General Specification

General Specification

(L)	IEO Plan	Clause Error! Reference source not found. of this General Specification
(M)	Security in the form required by the Contract	Clause 5 and Annexure Part A of the General Conditions of Contract
(N)	Evidence of insurance	Clause 19 of the General Conditions of Contract

- 7.3 **(Site specific induction)** The Contractor must ensure that:
- (a) each of the Contractor's Personnel working on Site receives a site-specific induction;
 - (b) every visitor to the Site either receives a site-specific induction or is accompanied at all times at the Site by someone who has received a site-specific induction for that Site (or, where the Site comprises more than one location, the particular part of the Site).
- 7.4 **(Site specific requirements)** The Contractor must comply with the reasonable requirements of the Principal in relation to the Contractor's access to or conduct on the Site.
- 7.5 **(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.
- 7.6 **(Unauthorised entry to site)** The Contractor must use all reasonable endeavours to prevent any unauthorised entry to the Site.
- 7.7 **(Security fencing)** The Contractor must supply, install, maintain, repair, and remove security fencing around the Site. The security fencing must:
- (a) clearly identify the extents of the Site to the public;
 - (b) be covered with opaque screening/printed fence wrap to limit viewing into the Site and include any graphic design provided by the Principal; and
 - (c) be kept in good condition.
- 7.8 **(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.
- 7.9 **(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.
- 7.10 **(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.

General Specification

- 7.11 **(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.
- 7.12 **(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.
- 7.13 **(Connection to Principal's water infrastructure)** Unless otherwise directed by the Superintendent (which may be given, withheld or given subject to conditions in the absolute discretion of the Superintendent), the Principal shall undertake all connections to the Principal's water infrastructure.
- 7.14 **(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.
- 7.15 **(Public utilities and other assets)** Without limiting the Contractor's obligations under clause 15 of the General Conditions of Contract, the Contractor must use all reasonable endeavours to identify, locate, and prevent damage to overhead public utility lines, surface drainage works, underground pipes, conduits, and cables in the vicinity of The Works. If the Contractor or any of its Personnel damage any such assets, then:
- (a) the Contractor must immediately report such damage to the owner of the asset and the Superintendent; and
 - (b) comply with the requirements of the owner of the asset (including by paying for any required repairs or renewals).
- The Contractor must notify the Superintendent immediately if the Contractor considers that it is necessary to alter the location or level of any existing assets to conform with the requirements of the Contract. If directed to do so by the Superintendent, the Contractor must arrange for the relocation Work to be carried out by the appropriate Authority. Subject to clause 25 of the General Conditions of Contract, the Contractor shall bear the cost of such relocation.
- 7.16 **(No latent condition for material to be excavated)** In addition to any other warranties given or representations made in the Contract, the Contractor warrants and represents that it has inspected the Site and has, carried out all necessary investigations to ascertain the materials which may need to be excavated for WUC and, if required, their suitability to be used in WUC. Notwithstanding clause 25 of the General Conditions of Contract, the Principal shall not be liable upon any Claim in connection with excavation, disposal of materials or replacement of materials irrespective of materials or conditions encountered at the Site.
- 7.17 **(Other property)** The Contractor must:
- (a) arrange for any other land (in addition to land made available by the Principal) required by the Contractor to carry out WUC, whether for the storage of materials, plant, or equipment, or for any other purposes;
 - (b) obtain the Principal's permission in writing to enter any private property (as that term is defined in the *Local Government Act 2009* (Qld) ('Private Property')) before entering the Private Property for the purpose of carrying out WUC or fulfilling any other obligation of the Contractor under the Contract;

General Specification

- (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. PROGRAM

8.1 (Format and details) The Program shall:

- (a) be prepared utilising native format Microsoft Project software, or alternative software as approved in writing by the Superintendent;
- (b) be submitted in electronic format with copies in both PDF format and native Microsoft Project file format;
- (c) detail the Contract milestone dates, the commencement and completion dates of each trade, and/or sub-contract; and
- (d) identify work activity, procurement activities and supply contract activity, with activities linked in a logical progression through a 'critical path' and identify any float based on a continuous cycle of WUC.

8.2 (Allowances in program) The Contractor must allow, and is deemed to have allowed, in the program for:

- (a) the time permitted under the General Conditions of Contract for the Superintendent to review documents for which the Contract requires the Contractor to obtain the Superintendent's Direction about such documents; and
- (b) other timeframes under the Contract within which the Superintendent and the Principal are permitted to act.

8.3 (Approval of Program) The approval of, or permission to adopt, a Program by the Superintendent will not relieve the Contractor of any of its obligations under the Contract, including the obligation to not, without reasonable cause, depart from an earlier approved Program.

8.4 (Improving progress) If, in the opinion of the Superintendent, the Contractor falls behind an approved Program, the Contractor must, unless otherwise directed by the Superintendent:

- (a) take such steps as are necessary to improve progress (including the use of additional resources);
- (b) promptly, and within the time directed by the Superintendent, submit a revised Program, identifying the steps taken or to be taken.

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

General Specification

9. STAKEHOLDER MANAGEMENT

9.1 **(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.

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

- (a) title of notice;
- (b) start and finish dates of Work;
- (c) purpose of communications;
- (d) type and length of interruption;
- (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.

9.3 **(Notice to stakeholders)** The Principal shall be responsible for undertaking public notification distributing through their normal channels. The Contractor shall be responsible for hand delivering written notices prepared by the Principal to individuals impacted and must do so not later than 5 Business Days prior to commencing the Works. The Contractor shall also send a copy of the written notice via registered post 5 Business Days prior to commencing The Works with a covering letter confirming the dates and times the written notice was hand delivered.

9.4 **(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.

9.5 **(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.

General Specification

10. QUALITY MANAGEMENT SYSTEM

10.1 **(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.

10.2 **(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.

10.3 **(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;

General Specification

- (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.

10.4 **(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.

10.5 **(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) Installation of underground services;
- (b) Completion of foundations for Splash Park and Pump Shed/Changing Rooms;
- (c) Commissioning of Splash Park.

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.

11. REPORTS, MEETINGS AND RECORD KEEPING

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

- (a) keep the Principal fully informed of the progress and performance of WUC;
- (b) at the times stated in the Contract and when otherwise reasonably required by the Principal, meet and discuss the performance of the Contractor and/or any other matter concerning the Principal in connection with the Contract; and
- (c) comply with any recommendations or directions given by the Principal in relation to the performance of the Contractor's obligations under the Contract (but such compliance will not release or discharge the Contractor from any liability or obligation under the Contract).

11.2 **(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

General Specification

connection with the Contract. The Contractor shall provide a sufficient and safe access for all meetings at the Site.

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

11.4 **(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 11,

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.

11.5 **(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.

11.6 **(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) Adjacent structures and/or play equipment in the Lions Park area.
- (b) Adjacent concrete pathways in the Lions Park area;
- (c) Adjacent landscaping (including established trees, turfed areas, garden edging, irrigation equipment, etc.) in the Lions Park area;

General Specification

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.

12. PAYMENT CLAIMS

12.1 (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) Copies of Quality paperwork and survey results confirming quantities included in the claim.

13. PRINCIPAL SUPPLIED INFORMATION

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

- (a) the following information or documents:
 - (i) Contamination Report;
 - (ii) Asbestos Management Plan;
 - (iii) Geotechnical Report;
 - (iv) Location of Council underground services; and
 - (v) Site Survey.
- (b) any other information relating to the Contract which either:
 - (i) does not form part of the Contract but which is or has been provided or made available by or on behalf of the Principal to the Contractor; or
 - (ii) does form part of the Contract, but which is expressly identified as Principal Supplied Information or otherwise as information on which the Contractor should not or must not rely,

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

13.2 (No warranty or representation by Principal) The Principal gives no warranty and makes no representation that the Principal Supplied Information is accurate, adequate, or complete.

13.3 (No reliance) The Contractor:

- (a) Acknowledges and agrees that the Contractor has not relied on the Principal Supplied Information in entering into the Contract; and
- (b) must not rely on the Principal Supplied Information unless and until the Contractor has independently verified the adequacy, accuracy, and completeness of that information.

14. SAFETY

14.1 (Relationship to General Conditions of Contract) The Contractor's attention is drawn to clause 12A of the General Conditions of Contract. Nothing in clause 14 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.

General Specification

- 14.2 **(Microbiological risks)** The Contractor is advised that partially treated and untreated sewage contains micro-organisms such as bacteria, viruses, and parasites that can exist in large numbers. These micro-organisms may be harmful to health. The Contractor shall ensure that all microbiological risks are considered, and appropriate control measures identified within the Contractor's work health and safety management plan, general risk assessment for WUC, and any specific task related work method statements.
- 14.3 **(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.

15. ENVIRONMENTAL PROTECTION

- 15.1 **(Environmental protection)** The Contractor must, and must ensure that its Personnel, perform the Contractor's obligations in accordance with:
- (a) best practice environmental management (as that term is defined in Section 21 of the *Environmental Protection Act 1994* (Qld));
 - (b) the requirements of all other Legislative Requirements relating to the protection of the Environment; and
 - (c) the Principal's policies and procedures relating to the protection of the Environment.
- 15.2 **(Environmental Management Plan)** The Contractor must, within the time required by clause 7.2, 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;

General Specification

- (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.

15.3 **(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.

15.4 **(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

General Specification

- (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.

15.5 (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.

16. WASTE MANAGEMENT

16.1 **(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).

16.2 (Contractor's obligation) The Contractor must:

- (a) ensure that all Waste from the Site is placed in appropriate containers and removed from the Site to a legal Waste Disposal Site in accordance with the *Waste Reduction and Recycling Act 2011* (Qld) and any other applicable Legislative Requirements;
- (b) otherwise, ensure that all Waste arising from WUC is disposed of in accordance with the requirements of the *Waste Reduction and Recycling Act 2011* (Qld) and any other applicable Legislative Requirements relating to the disposal of Waste; and
- (c) pay all royalties, levies, fees, charges, costs, expenses, taxes, or duties in connection with the disposal of Waste.

16.3 **(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.

17. BIOSECURITY MANAGEMENT

17.1 **(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

General Specification

- (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).
- 17.2 **(Compliance with Legislative Requirements)** The Contractor must comply with its General Biosecurity Obligation under the *Biosecurity Act 2014* (Qld).
- 17.3 **(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.

- 17.4 **(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.

18. ASBESTOS

- 18.1 **(General)** The removal, transportation, and disposal of asbestos products must be undertaken in accordance with:
- (a) all Legislative Requirements;
 - (b) relevant standards and codes of practice including "How to Safely Remove Asbestos 2021" as amended or replaced from time to time; and
 - (c) to the extent not inconsistent with paragraphs (a) and (b), any management plan prepared under the Contract.

General Specification

- 18.2 **(Work to be done by certified removalist)** Such Work must be undertaken by a certified asbestos removalist.
- 18.3 **(Monitoring)** The Contractor must arrange for daily air monitoring and reporting during the asbestos removal process by an independent air monitoring consultant/hygienist.
- 18.4 **(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.

19. CULTURAL HERITAGE

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

20. TRAFFIC MANAGEMENT

- 20.1 **(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.

- 20.2 **(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.

General Specification

21. LABOUR HIRE

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

22. NON-CONFORMING BUILDING PRODUCTS

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

22.2 **(General)** The Contractor:

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

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

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

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

22.5 **(Indemnity)** Without limiting clause 11A.6 of the General Conditions of Contract, the Contractor shall indemnify and keep indemnified the Principal against any Claim which may be brought against the Principal, and any cost, expense, fine, penalty, damages or loss which may be imposed upon, suffered, or incurred by the Principal to the extent caused or contributed to any breach of the Contractor's obligations under this clause 22, or by any failure of the Contractor to comply with its obligations under the QBCC Act in relation to building products.

23. AS CONSTRUCTED DRAWINGS

23.1 **(Requirements for as constructed drawings)** Unless the Superintendent otherwise directs, as constructed drawings must:

- (a) comply with AS 1100.101-1992: Technical Drawing – General as amended or replaced from time to time;

General Specification

- (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.

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

- (a) 3 complete copies of as constructed drawings in A3 hardcopy format;
- (b) 1 complete electronic copy of as constructed drawings in PDF; and
- (c) 1 complete copy in the electronic format in which the drawings were created (native format Council's preference is 12D format).

24. OPERATION AND MAINTENANCE MANUALS

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

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

24.2 **(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.

25. PRACTICAL COMPLETION

25.1 **(Requirements of achieving practical completion)** The Contractor acknowledges that the Contract may elsewhere include additional obligations which must be satisfied as a requirement

General Specification

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 23;
 - (iii) completed warranties for all fittings and fixtures including major supply information;
 - (iv) operations & maintenance manuals;
 - (v) building surveyor inspection certificates where applicable;
 - (vi) plumbing inspection certificates;
 - (vii) electrical inspection certificates; and
 - (viii) final inspection certificates from an approved registered certifier;

Appendix A – Work by others

Not Applicable

Appendix B – Principal Supplied Material

Not Applicable

Appendix C – Site (Clause 7)

Lot 10 B74477
308 Gladstone Road
Biloela QLD 4715

Refer to Appendix A of the Technical Specifications for the Locality Map