

redbox design group

**COOMBS EDGEWORTH PARADE PLAYGROUND
CONSTRUCTION
ON BEHALF OF SUBURBAN LAND AGENCY**

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AS2124-1992 GENERAL CONDITIONS OF CONTRACT

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INTRODUCTION

This Guideline for the Production of Tenders and Contracts sets out the Territory standards for all request for tender and contract documents for capital works using AS2124-1992 as the General Conditions of Contract including special conditions using pre-qualified contractors. Low value, low risk projects may use a Short Form of Tender as directed by Project Development and Support, Major Projects Canberra. The Territory requires that contractors be prequalified to tender for works where the fee is estimated at greater than \$250,000. Directorates preparing non-standard documents such as for the supply of material without installation should contact Project Development and Support, Major Projects Canberra at an early stage for further guidance. This guideline is in two parts:

1. User Notes; and
2. Standard Sections and Clauses.

USER NOTES

The User Notes give guidance on procedures and the application of standard sections and Clauses.

STANDARD SECTIONS AND CLAUSES

The second part of this guide contains the full range of standard sections and Clauses used in tender and contract documents. This part includes a guideline on the application of each section and Clause or item in an annexure, and in some cases general guidelines applicable to a whole part. Document authors must determine from the brief, professional knowledge and the requirements of individual projects the relevance of each section and Clause. Irrelevant sections and Clauses should not be used, and the section or Clause number should be reserved, as illustrated below:

“NT 04 RESERVED”

REQUEST FOR TENDER DOCUMENTS

Draft request for tender (“RFT”) documents must be submitted to Infrastructure Delivery Partners, Major Projects Canberra for clearance. As part of the clearance process Project Development and Support, Major Projects Canberra will review the draft to ensure the latest version of the proforma available from Project Development and Support, Major Projects Canberra has been used to compile the RFT. Written comments on the draft will be provided. A second review by Project Development and Support, Major Projects Canberra may be requested if the initial draft has significant inadequacies. RFTs will not be advertised until an accurate and complete RFT document has been submitted and cleared.

Project Development and Support, Major Projects Canberra prefers that an electronic version of the draft be provided either on disc or by email to the Senior Director, Contracts and Prequalification currently:

davide.grey@act.gov.au

Documents will be page numbered sequentially within each document or within each part of the document. The proposed Formal Instrument of Agreement is to be included in the RFT documents. Any material that cannot be bound into a document, such as drawings, is to be bound separately, in as many volumes as necessary, and each volume annexed to the primary document. The Table of Contents must be included immediately after the cover page.

CONTRACT DOCUMENTS

Five copies of draft contract documents must be submitted to Project Development and Support, Major Projects Canberra for clearance before execution. Project Development and Support, Major

Projects Canberra will review each document and either accept the document for execution or provide written comment back to the author. When accepted for execution three copies must be numbered. The first copy must contain all original material including the Form of Tender, Correspondence, Letter of Acceptance and any schedules or bills completed by the Tenderer.

When drawings are in an A3 or smaller format they may be bound into the contract document. When drawings are of a larger format they must be bound separately and the separate volume must be annexed to the contract document. The cover page of any annexed volume must include a signature block and (if drawings) a copy of the Schedule of Drawings included in the main contract document showing which drawings are included in that annexed volume. An example cover sheet is illustrated at page 90. Drawing numbers must reference the drawing version number.

Each contract document must contain:

- Cover Page
- Table of Contents
- Conditions of Tender
- Formal Instrument of Agreement
- Conditions of Contract comprising of:
 - (a) Annexure to the General Conditions of Contract
 - (b) Amendments to AS2124-1992 General Conditions of Contract
 - (c) Special Conditions of Contract
- Specifications
- Contractor's Tender including an executed Form of Tender
- Tender Schedule
- Letter of acceptance from the Principal to the Contractor
- Preamble to Bill of Quantities
- Priced Bill of Quantities, Schedule of Prices, or Schedule of Rates to the extent specified to be included in the Tender or Contract
- Schedule of Drawings (and Drawings if not bound separately)
- Drawings (when bound separately)
- Addenda (if any)
- Post RFT Documents (Correspondence)
- Form of Undertaking
- Labour Relations, Training and Workplace Equity Plan (if any).

Subsections of the contract document must be page numbered sequentially. Correspondence is to be included in the numbering scheme by listing each in the table of contents and referring to the author, recipient, date and total number of pages for each item of correspondence.

Notice to Tenderers and Conditions of Tender. As it is not part of the Contract, the Notice to Tenderers section must not be bound into the Contract document. The Conditions of Tender are part of the Contract and must be included in the bound Contract document. The Consultant must securely store a copy of the complete RFT document.

Formal Instrument of Agreement. All available information including contractor's name and ACN must be inserted prior to submission.

General Conditions of Contract. AS2124-1992 is the General Conditions of Contract but only Annexure A of these General Conditions of Contract must be included in RFT and contract documents. Much of Annexure A has been completed. Guidelines are provided for items where detail is to be inserted.

Special Conditions of Contract. Generally the guidelines provide direction as to use. Special Conditions of Contract 8.03 warrants special mention. This Clause specifies separable portions, Major Projects Canberra – Tender for Construction Projects using a Lump Sum (AS2124) Delivery System

construction, defects and consolidation periods, liquidated damages and percentage of the security relevant to each portion. The Clause is structured to allow easy administration of contracts. It provides that all construction periods will start from the date of acceptance of tender. Note that construction periods do not include the defects liability periods.

Specification. The ACT Standard Specification for Urban Infrastructure Works Edition 1 October 2002 (“ACT Standard Specification”) will not be bound into contract documents. The ACT Standard Specification will be referenced in the same manner as the General Conditions of Contract. Consultants must ensure that the current edition and any applicable corrigenda are referenced. Exceptions to the ACT Standard Specification are to be detailed in the Technical Exceptions section of the Specification. When a trade name is used to assist in specifying a standard or finish the words “or similar” or “similar to” must be used. The words “or approved similar” or “or similar approved” are not to be used.

Form of Tender. The contractor’s original tender and any attachments must be included in the first copy of the document.

Bills of Quantities, Schedule of Prices and Schedule of Rates. Bills of Quantities and Schedule of Prices or Rates must be included if they form part of the contract.

Post Tender Amendments. (Correspondence). All correspondence between the Principal and the Contractor relevant to the formation of the contract should be examined carefully but in most cases NOT included in the Contract.

A Contract will arise on written acceptance by the Principal of the Contractor’s tender: see CT4.07. Any post-acceptance negotiations or clarifications must, therefore, be treated as variations to the Contract and accordingly must be clear and unambiguous and agreed to in writing by both parties. The letter of acceptance forms part of the Contract and must be included in the Contract followed by written confirmation of any post tender negotiations and clarifications. Addenda must also be included to the extent that they change the Contract.

If post-tender negotiations and addenda (occurring before acceptance of the tender) are to be included in the Contract, it is important that they are not ambiguous, irrelevant or confusing or conflict with any other material in the Contract. If the contract period is short or the value of work is low - simply inserting the documents into the Contract may be adequate. If the post tender negotiation documents or addenda are not clear then separate written clarification of the post tender negotiated position must be included in the Contract.

All items should as a general rule be included in date of issue order, latest date to the earliest date.

Schedule of Drawings. When drawings are bound into the contract document the Schedule of Drawings must be immediately before the drawings. When drawings are bound separately the Schedule of Drawings must appear both in the main contract document and on the cover page of the separately bound drawings. **Drawing numbers must accurately reflect the drawings included in the Request for Tender and must include the drawing numbers, the version number and the drawing description. Replacement of a tender drawing post-offer must be supported with the replacement drawing’s formal acceptance by the proposed Contractor.**

Drawings. If drawings are A3 or smaller they may be bound into the contract document otherwise they are to be bound separately and annexed.

ACCEPTANCE OF TENDER

Unless the procedure in CT4.07.2 is varied, a Contract is formed on written acceptance by the Principal of the Contractor's Tender.

Project Development and Support, Major Projects Canberra will prepare and issue all letters of acceptance for contracts. Project Development and Support, Major Projects Canberra accepts tenders on behalf of the Territory. To facilitate acceptance, consultants' tender recommendations must be accompanied by copies of:

- Letter from the Project Officer requesting the designated tender be accepted;
- Form from the Project Officer requesting Project Development and Support, Major Projects Canberra sign Letter of Acceptance and execute contract;
- Copy of the tender evaluation report signed by the tender evaluation committee and formally approved by the delegate;
- Form of Tender from recommended tenderer;
- Annexure to the General Conditions of Contract;
- Special Conditions of Contract 8.03 (if there are separable portions);
- Abstracts of Provisional Sums;
- A financial assessment of the proposed Contractor (or copy of Prequalification Certificate if less than four months from issue);
- All correspondence including Addenda;
- If the project scope is varied in post-tender negotiations all matters agreed as a result of post-tender negotiations/correspondence must be provided.
- If the project offer is varied in post-tender negotiations a revised offer from the Tenderer is to be included.

BINDING

Contract documents must be bound in a manner that will withstand wear and tear and will not allow the ready removal or insertion of material. Unbound draft documents may be submitted for clearance prior to binding. The binding on the spine must be a light coloured binding tape as document details are written on the spine before documents are stored at Project Development and Support, Major Projects Canberra or archived. Copies for the project officer and Superintendent may be spiral bound, or bound by some other method that facilitates the document's ease of use.

FURTHER ADVICE

The contact for further advice is:

The Senior Director, Contracts & Prequalification
Project Development and Support, Major Projects Canberra
Telephone: 6207 6604
Email: 6207 6500

NOTICE TO TENDERERS

This 'Notice to Tenderers' is a guide only and does not and is not intended to form part of any Contract between the Principal and any person, firm or corporation.

NT 01 DESCRIPTION OF THE WORKS

The works include the construction of Civil and Landscape Works associated with the development of the Coombs Edgeworth Park.

The site is informally known as the Edgeworth Park (Name TBC)

The project number is XXXXX

The work includes the following items:-

- Earthworks, cutting and filling / fine grading
- Car park
- Permeable pavement
- Kerbs, pram ramps etc
- Concrete path installation
- Rubber softfall installation
- Organic softfall installation
- Retaining walls, stone / timber terracing
- Seating, bins and drinking fountains.
- Bicycle racks
- BBQs
- Leaf shade structure
- Proprietary shade structure
- Playground equipment
- Shrub and groundcover planting
- On Grade - Native tree and deciduous tree planting
- Irrigated and Dryland grass
- Irrigation installation
- Lighting installation / relocation of existing pole
- Bollard and Fence installation
- Signage
- Drainage
- Shade sail structures

NT 02 DESCRIPTION OF THE SITE

Block 12, Section 52 Coombs ACT



NT 03 SITE VISIT

No specific permission is required to visit the Site.

NT 04 COST OF REQUEST OF TENDER DOCUMENTS

Australian Capital Territory request for tender documents (“RFT documents”) are available free of cost or deposit.

NT 05 RESERVED

NT 06 DOCUMENTS FOR INFORMATION ONLY

Not used

NT 07 CONDITIONS OF TENDER

If you lodge a tender for the Works, your tender must comply with all of the requirements expressed in or necessarily implied in the RFT Documents. The Principal may elect, however, at its sole discretion, to accept your tender or, if allowed by the Conditions of Tender, any part of your tender, without further reference to you, whether or not your tender complies with the requirements expressed or necessarily implied in the RFT Documents. The Principal will not be bound to and, at its sole discretion, may not accept the lowest priced tender or any tender.

If you submit a tender you must do so using the Form of Tender provided in these RFT Documents. The tender must comply with the Conditions of Tender for the tender to be a conforming tender.

By submitting a tender the Tenderer agrees to comply with the Conditions of Tender.

NT 08 GENERAL CONDITIONS OF CONTRACT

The proposed Contract for the Works incorporates AS2124-1992, as amended, as the General Conditions of Contract. The RFT Documents do not include a copy of AS2124-1992 *General Conditions of Contract*.

Tenderers must make their own arrangements to obtain a copy of AS2124-1992 *General Conditions of Contract*.

The Tenderer should read the Special Conditions of Contract carefully as there are significant differences between the Special Conditions of Contract and AS2124-1992 in its unamended form.

The Annexure to the General Conditions of Contract is included in the RFT Documents. The Annexure will be included in any contract arising from this RFT.

NT 09 STATUTORY HOLIDAYS AND CHRISTMAS BREAKS

The Tenderer's attention is drawn to the statutory holidays, Christmas breaks and industry holidays and shutdowns that may fall in the contract period. The Tenderer is reminded that due allowance must be made for such events in the tender price and the construction program. No extensions of time will be granted in respect of the occurrence of such events during the original contract period.

NT 10 BRIEFING OF UNSUCCESSFUL TENDERERS

The Principal will, if requested, brief any unsuccessful Tenderer on the ways in which its tender could have been improved and any particular reasons the tender was unsuccessful. This will help to generate more competitive tenders in the future. In the first instance the Tenderer should contact the Contact Officer.

NT 11 PROJECT FUNDING

Funding for the Works has been authorised by the ACT Government.

NT 12 CODE OF TENDERING

The code of tendering applying to this RFT is AS4120-1994 *Code of Tendering*.

NT 13 NATIONAL COMPETITION POLICY

The Commonwealth and all State and Territory Governments agreed, in April 1995, to a National Competition Policy which comprises three agreements including a Competition Principles Agreement. The policy requires that both public and private sector organisations undertaking business operate within similar regulatory and commercial environments.

Clause 3 of the Competition Principles Agreement requires government agencies which undertake significant business activities to observe the principle of competitive neutrality. Among other requirements, this means that government agencies must include in their tenders all commercial costs that private sector organisations would include in their tenders. It is the responsibility of a public sector agency submitting tenders to advise whether all commercial costs have been included in their tender.

NT 14 LOCAL INDUSTRY PARTICIPATION

The ACT Government is committed to ensuring competitive local businesses are given every opportunity to compete for government contracts. The Canberra Region Local Industry Participation Policy (LIPP) sets out the process and requirements for ensuring opportunities for local industry participation in Territory procurements. The LIPP aims to promote the development and growth of the broader Canberra region economy to support local businesses capabilities and ultimately support more local jobs. Tenderers should inform themselves about the requirements of the LIPP by reviewing the policy which can be accessed at ACT Procurement https://www.procurement.act.gov.au/_data/assets/pdf_file/0011/1365869/Canberra-Region-Local-Industry-Participation-Policy.pdf. Refer to the relevant Weighted Assessment Criterion.

NT 15 SECURE LOCAL JOBS

The ACT Government has changed the way it awards contracts to support businesses that do the right thing by their workers. Secure Local Jobs strengthens the ACT Government's procurement practices so its contracts are only awarded to businesses that meet high ethical and labour standards. The new requirements apply to businesses tendering for construction, cleaning, security or traffic management work of any value (other than excluded services or works) from 15 January 2019 and for services or works valued at \$200,000 or more that are primarily for labour (other than excluded services or works) from 7 November 2019. and will create fairer procurement processes for ethical employers whilst holding to account business not meeting their industrial and legal obligations. Tenderers should inform themselves about the requirements of Secure Local Jobs by reviewing the policy which can be accessed on the ACT Procurement website <https://www.procurement.act.gov.au/securelocaljobs>. Refer to the relevant threshold Assessment Criterion and weighted Assessment Criterion.

NT16 PROJECT MANAGEMENT AND REPORTING SYSTEM

The successful Tenderer(s) will be required to utilise the Government's Project Management and Reporting System ("PMARS"). PMARS will facilitate the transmission of technical and commercial information through an internet interface, including management of documentation and invoicing. The interface does not require the installation of software or electronic integration. The Tenderer(s) will be fully supported in transitioning to PMARS and will also have access to a helpline and user support through the life of the contract(s) Tenderers are encouraged to inform themselves about PMARS, which will deliver a systematic approach to managing, reporting and delivering capital works projects for the ACT Government, by visiting <https://www.act.gov.au/majorprojectscanberra/procurement/pmars>

NT 17 PROCUREMENT WEBSITE AND INDUSTRY DEVELOPMENT

The Australian and New Zealand Government Procurement Agreement (ANZGPA), Australia United States Free Trade Agreement (AUSFTA) and other Australian Free Trade Agreements (FTAs), set out obligations that apply to the Territory in respect of the conduct of open and transparent procurement activities. The Territory's obligations include ensuring prescribed measures are implemented to enhance access by those countries' suppliers to Territory government contracts and not discriminating against those countries' suppliers where FTAs apply.

Tenderers are encouraged to use the free services of the relevant ACT Government websites that provide information on the of procurement of goods, services and works - <https://www.procurement.act.gov.au/home>, <https://www.act.gov.au/majorprojectscanberra> and <https://tenders.act.gov.au/ets/index.do> - to assist in identifying local sources of goods, services and works and, where appropriate, to assist in forming consortia.

Tenderers are also encouraged to recommend the services of the above procurement and tendering websites to subcontractors and suppliers.

The ACT Government does not warrant the performance of any supplier that might be listed on the above procurement and tendering websites. All responsibility in the selection of any supplier listed on the above websites shall rest with the Tenderer.

For specific requirements, or where reference to the Procurement Business Directory is unable to produce the desired result, buyers should consider using the services of the Industry Capability Network (ACT). The Industry Capability Network (ICN) is able to perform research on behalf of potential buyers and project managers to locate suitable, competitive suppliers for goods and services. The services of ICN are free and confidential. Further information about ICN and its services can be viewed at <http://www.business.act.gov.au>

NT 18 ETHICAL BEHAVIOUR

The Territory Government is committed to ensuring that suppliers and their subcontractors meet all of their employee and industrial obligations in the performance of any contract for works or services that will require the exertion of labour by employees. The Territory Government must have regard to ethical behaviour in pursuing value for money in any procurement activity.

NT 19 AFFIRMATIVE ACTION

The *Equal Opportunity for Women in the Workplace Act 1999* (Commonwealth) legislation has been repealed. The new affirmative action legislation is *Workplace Gender Equality Act 2012 (Cth)*. A new reporting regime for effected entities (those with 100 or more employees) has been introduced with the first report due in 2014.

NT 20

A Tenderer who wishes to make a complaint about a procurement activity must follow the process outlined in the ACT Government Supplier Complaints Management Procedure. This procedure can be accessed from the ACT Procurement website at <https://www.procurement.act.gov.au/policy-and-resources/supplier-and-tenderer-complaints>.

CONDITIONS OF TENDER

CT1. GENERAL

These Conditions of Tender take precedence over the conditions of tender specified in AS4120-1994 *Code of Tendering*.

These Conditions of Tender do not, nor are they intended to, create any legal obligation between the Principal and any Tenderer.

CT1.01 DEFINITIONS

The following definitions apply in these Conditions of Tender, unless the context otherwise requires.

“**Contact Officer**” means the person specified in CT1.04.

“**Form of Tender**” means any one of the proforma documents contained in the RFT Documents entitled ‘Form of Tender’.

“**RFT Documents**” means:

- (a) Notice to Tenderers;
- (b) Conditions of Tender;
- (c) Formal Instrument of Agreement;
- (d) Conditions of Contract including:
 - (i) the General Conditions of Contract comprising AS2124–1992 *General Conditions of Contract*;
 - (ii) Annexure to the General Conditions of Contract;
 - (iii) amendments to AS2124-1992 *General Conditions of Contract*; and
 - (iv) Special Conditions of Contract;
- (e) Specifications;
- (f) Drawings;
- (g) Form of Tender;
- (h) Tender Schedule;
- (i) Bill(s) of Quantities, Schedule of Prices and/or Schedule of Rates and Preamble to the extent specified to be included in the Tender or Contract; and
- (j) Addenda issued pursuant to Section CT 2.12.

“**Site**” means the site for the Works identified in the RFT Documents.

“**Superintendent**” means the entity nominated by the Principal to superintend the Works.

“**Tender**” means the written tender response by the Tenderer to execute the Works in accordance with the RFT Documents.

“**Tenderer**” means the party submitting the Tender.

“**Tender Price**” means the lump sum and/or rates in Australian Dollars submitted by the Tenderer in its Tender on the Form of Tender.

“**Works**” means the works to be executed as set out in the RFT Documents.

With the exception of the above terms, unless otherwise indicated, all other defined terms used in these Conditions of Tender have the same meaning as those in AS2124-1992 *General Conditions of Contract* or in the Formal Instrument of Agreement.

CT1.02 SUBMISSION OF TENDER

The Tenderer must submit its Tender on the Form of Tender.

CT1.03 SECURITY OF DOCUMENTS

All RFT Documents, samples, models, patterns and other information clearly identified as confidential must be kept confidential by Tenderers. Tenderers, their agents or anyone else must not make copies of the RFT Documents except for tendering purposes. The Tenderer must return all such documents, samples, models, patterns and other information and copies to the Contact Officer on receiving notification that the Tender was unsuccessful.

CT1.04 CONTACT OFFICER

1.04.1 The Contact Officer for this RFT is Simon Frowd . The Contact Officer may be contacted via Tenders ACT at Tendersact@act.gov.au . All requests for information and advice must be referred to the Contact Officer via Tenders ACT.

1.04.2 The Principal is not liable for, and Tenderers should not rely on:

- (a) any verbal advice or information from the Contact Officer; or
- (b) any advice provided by any other officer of the Principal,

in relation to the RFT Documents unless it is confirmed in writing by the Contact Officer.

1.04.3 At the discretion of the Contact Officer, the Contact Officer may provide written answers to requests for information of a technical or contractual nature. All written answers to requests for information will be disseminated to all Tenderers via Tenders ACT without disclosing the source of the request for information or revealing a Tenderer's confidential information (if notified to the Contact Officer). Questions or requests for clarification by Tenderers may only be accepted up to 72 hours prior to the date of close of Tenders.

1.04.4 Tenderers must not contact or attempt to contact any other officer of the Principal other than the Contact Officer through Tenders ACT. Authorisation in writing is required from the Contact Officer for the Tenderer, or employees or agents of the Tenderer, to make contact with officers other than the Contact Officer of the Principal.

1.04.5 The Principal may at its sole discretion deem the Tenderer's Tender to be nonconforming if unauthorised contact is made or attempted.

CT1.05 PRE-TENDER MEETING AND SITE INSPECTION

Under the current COVID-19 situation a site inspection/industry briefing/information session will not be held.

CT2. PREPARATION OF TENDERS

CT2.01 TENDERER TO ACQUIRE INFORMATION

- 2.01.1 The Tenderer must obtain all information relevant to a Tender so that it may conform with the RFT Documents.
- 2.01.2 The Tenderer should:
- (a) inspect the Site and its surroundings (after obtaining any necessary authorisation), examine the RFT Documents and any other information made available in writing by the Principal or the Contact Officer to the Tenderer for the purpose of tendering;
 - (b) examine all information relevant to the risks, contingencies, and other circumstances having an effect on its Tender and which is obtainable by the making of reasonable enquiries; and
 - (c) satisfy itself as to the correctness and sufficiency of its Tender and that its Tender Price covers the cost of complying with all the obligations provided for or implied in the RFT Documents and of all matters and things necessary for the due and proper performance and completion of the Works.
- 2.01.3 If the Tenderer finds any discrepancy, error or omission in the RFT Documents, the Tenderer must notify the Contact Officer through Tenders ACT immediately in writing giving details of the ambiguity, discrepancy, error or omission before the date and time for closing of Tenders.

CT2.02 PREQUALIFICATION

A Tender will be non-conforming if the Tenderer does not have current prequalification for category [CL – F10] or higher in accordance with the Principal’s prequalification requirements at the date and time for closing of Tenders, and must be current at the time of award of the contract.

CT2.03 MANAGEMENT SYSTEMS

- 2.03.1 The Principal’s supplier prequalification policy requires that the Tenderer’s management systems satisfy the requirements of both the relevant Australian Standards and the Principal’s prequalification requirements. Current management system requirements are for quality, Occupational Health Safety and Environmental Management.
- 2.03.2 For the purpose of tender assessment, Tenderers may be required to submit:
- (a) a copy of the company’s controlled procedure for establishing a project quality plan; and
 - (b) a sample or draft project quality plan prepared in accordance with the above procedure.

Refer to CT3.01

- 2.03.3 Assessment of Tenders may take into account the Tenderer’s past performance with respect to the development and implementation of project quality plans including inspection and test plans, the competency and skills of the Tenderers’ employees and their ability to work

within the Tenderer's Quality System. It may also be necessary for the Principal or an approved agent of the Principal to conduct an assessment of the Tenderer's Quality System.

CT2.04 NOT USED

CT2.05 COLLUSIVE ARRANGEMENTS

2.05.1 The Tenderer confirms that:

- (a) the Tenderer has no knowledge of the Tender price, including rates, of any other Tenderer for the Works;
- (b) except as disclosed in the Tender, the Tenderer has not entered into any contract, arrangement or understanding to pay or allow any money directly or indirectly to a trade or industry association or to or on behalf of any other Tenderer in relation to this Tender or any contract which may be entered into consequently, nor paid or allowed any money on that account;
- (c) the Tenderer has not paid or allowed or entered into any contract, arrangement or understanding to pay or allow any money directly or indirectly to or on behalf of any other Tenderer nor received any money or allowance from or on behalf of any other Tenderer in relation to this Tender or any contract which may be entered into consequently nor will pay or allow or receive any such money;
- (d) if the Tenderer receives any money or allowance from or on behalf of another Tenderer in relation to this Tender, such money or the value of any allowance will be held in trust for and will become immediately payable to the Principal; and
- (e) if the Tenderer pays a trade or industry association or another Tenderer any money in breach of these conditions, the Tenderer must immediately give the Principal written notice of such an event and the Principal will be entitled to withhold from any payment due to the Tenderer on any account an equivalent sum as liquidated damages.

2.05.2 At the sole discretion of the Principal, failure by a Tenderer to comply with this Section CT2.05 may result in its Tender being deemed as nonconforming.

2.05.3 If requested by the Principal, the Tenderer must attest to the above matters in a statutory declaration.

CT2.06 CONFLICT OF INTEREST

2.06.1 A Tenderer must not place itself, and must ensure that its officers, employees, agents, subcontractors, consultants and advisers do not place themselves in a position that may or does give rise to an actual, potential or perceived conflict of interest between the interests of the Principal and the Tenderer during the tender process.

2.06.2 Where an actual, potential or perceived conflict of interest referred to in section CT2.06.1 arises the Tenderer must disclose the conflict of interest to the Principal in the Tender. If the conflict of interest or a risk of a conflict of interest arises after lodging of the Tender and before the completion of the tender process, the Tenderer must immediately disclose that conflict of interest to the Principal. The Tenderer must comply with any directions of the Principal to resolve or otherwise deal with the conflict.

2.06.3 The Principal may (in its absolute discretion) not evaluate (or not continue to evaluate) a Tender if the Tenderer has not complied with section CT2.06.1 or CT2.06.2.

CT2.07 FURTHER INFORMATION, CLARIFICATION AND ENQUIRIES

2.07.1 The Tenderer must, if the Principal requires, submit additional information to allow full consideration of the Tender. There is no obligation on the part of the Principal to seek clarifying or any other information.

2.07.2 By tendering, the Tenderer:

(a) authorises the Principal to:

(i) obtain information about and enquire into the Tenderer's financial status and viability;

(ii) obtain from any Territory, State or Commonwealth government agency (including for the avoidance of doubt, any regulatory or law enforcement body) and take into account in its evaluation, information, including information about the Tenderer's performance and/or compliance during any previous or current contracts for services or works similar to those sought in the Tender (whether or not those contracts were with the Territory, State or Commonwealth or another entity and whether or not those contracts were nominated by the Tenderer in its Tender);

(iii) obtain and take into account in its evaluation, information from referees or other reputable sources on prior or current projects in which the Tenderer was involved (whether or not nominated by the Tenderer in its Tender);

(iv) use any information obtained from any Territory, State or Commonwealth government agency (including for the avoidance of doubt, any regulatory or law enforcement body), referee or other reputable source for any government purposes including, without limitation, assessment of suitability for: registration; pre-qualification; selective tender lists or the award of contract; and

(v) provide to any Territory, State or Commonwealth government agency any information about the Tenderer obtained during any previous or current contracts with the Principal or any agency of the Principal,

(b) acknowledges that the provision and receipt of information by the Principal to any other Territory, State or Commonwealth government agency for the purpose stated in section (a)(ii), (iv) or (v) above is a communication in circumstances of qualified privilege and the Tenderer shall have no claim against the Principal, in defamation or otherwise, in respect of any matter arising out of the provision or receipt of such information, including any claim for loss to the Tenderer arising out of the communication; and

(c) releases and indemnifies the Principal from and against any claim, action, loss, damage, expense or liability the Principal may sustain or incur in connection with anything authorised by this clause or anything done by a recipient of information.

2.07.3 The Tenderer acknowledges that during the course of any contract, that it may enter into as a result of this tender process, its performance will be monitored and assessed by the Principal. Performance assessment reports may be taken into account by any agencies of

the Principal and may result in future opportunities for contracts or work with the Principal or any of its agencies being restricted or lost.

CT2.08 PROPRIETARY NAMES

When proprietary names, brands, catalogue or reference numbers are specified in the RFT Documents, they are intended to set a minimum standard and preference for any particular material or equipment is not intended. The Tenderer may offer, and must disclose the nature of the difference in, material or equipment of similar characteristics, type, quality, appearance, finish, method of construction and performance.

CT2.09 ALTERNATIVE TENDER

2.09.1 The Tenderer must submit a Tender strictly in accordance with the RFT Documents. If an alternative Tender is also submitted, the Tenderer must include a fully detailed description of the alternative offered and must state clearly how the alternative Tender differs from the requirements of the RFT Documents. Offers of technical alternatives must be accompanied by all information necessary for the complete evaluation of the offer, including design calculations, technical Specifications, breakdown of prices, proposed construction methodology and any other relevant details.

2.09.2 A Tenderer may propose, in an alternative Tender, dates for Practical Completion of the Works or (if applicable) dates for Practical Completion of Separable Portions of the Works which are different from the dates shown in the Annexure to the Contract Conditions.

2.09.3 The Tenderer may submit, at the Tenderer's discretion, alternative methods of construction that will protect the environment, maximise the availability of material that may be recycled and minimise waste and spoil. In any alternative Tender, the Tenderer should indicate any extra costs or savings associated with the alternative methods. In recognition of the Territory's policy of reducing the amount of waste sent to landfill, the Principal may elect to accept the Tender incorporating some or all of the alternative methods.

CT2.10 CUSTOMS, DUTIES AND TAXES

The Tender Price must include customs duty applicable to all imported materials, plant and equipment required for the Works and all taxes levied by any authority or government in respect of or related to the Contract or the Works.

CT2.11 CONSTRUCTION PROGRAM

The Tenderer must submit with the Tender a construction program, in the form of a preliminary time-scaled network (Gantt Chart), clearly showing the requirements listed in Special Conditions of Contract Clause 3.03 Project Quality Plan and Program of the Work.

CT2.12 ONLINE FORUM AND ADDENDA

2.12.1 Tenders ACT features an online forum that enables Tenderers to seek clarification about this RFT. The forum can be accessed, and posts made, once this RFT has been downloaded.

2.12.2 All information and notices (including addenda, technical clarifications or amendments) relating to the RFT Documents will be posted on the relevant RFT page on Tenders ACT.

- 2.12.3 All Tenderers who have downloaded the RFT will be able to view all posts and responses on the forum.
- 2.12.4 Posts made to the forum will not be displayed immediately to enable the Principal to review the clarification question and to develop a response.
- 2.12.5 The Principal may choose, in its absolute discretion, to:
- (a) not publish a request for clarification on the forum and instead issue an addendum; or
 - (b) publish the clarification question and a response on the forum, without issuing an addendum; or
 - (c) at its discretion, not publish the clarification question.
- 2.12.6 The forum will not display details about the source of any requests for clarification, however Tenderers are solely responsible for the content of their posts.
- 2.12.7 The Principal accepts no responsibility if a Tenderer fails to become aware of any information (including addenda) posted on the forum which would have been apparent from a visit to the relevant RFT page on Tenders ACT.
- 2.12.8 Tenderers who have downloaded the RFT Documents will also be notified by Tenders ACT via email of any formal addenda issued relating to the RFT Documents. Addenda to the RFT Documents may be issued by the Principal prior to the closing of Tenders.
- 2.12.9 If the Tenderer is in doubt as to the true meaning of any part of the RFT Documents, the Tenderer should immediately notify the Contact Officer through Tenders ACT and obtain clarification of the RFT Documents. Any response if of general application will be issued generally as an addendum to the RFT through the relevant RFT page on Tenders ACT. The Principal will not be responsible for any other interpretation.
- 2.12.10 The Tenderer must, in completing the Form of Tender, acknowledge the addenda posted on the relevant RFT page on Tenders ACT and that the Tender includes due allowance for addenda posted on the relevant RFT page on Tenders ACT. Any Tender submitted which does not acknowledge all addenda on the Form of Tender may be deemed to be a nonconforming Tender. All addenda posted on the relevant RFT page on Tenders ACT will become part of the RFT Documents and will form part of the contract.
- 2.12.11 The Principal may in its absolute discretion extend the Tender period when an addendum is issued.

CT2.13 OWNERSHIP OF TENDERS

- 2.13.1 All Tenders will become the property of the Principal subject to this Section CT2.13. Tenderers retain the intellectual property rights in their Tenders. The Tenderer, by its submission of a Tender, authorises the Principal to copy, reproduce, use or supply intellectual property of the Tenderer for any purpose in respect of the assessment of the Tender.
- 2.13.2 The Tenderer will ensure that no third party intellectual property rights are infringed by the Territory's use of the Tender.

CT2.14 CONFIDENTIALITY AND DISCLOSURE

2.14.1 Tenderers should be aware that:

- (a) the Territory may be required to disclose information, either under the *Freedom of Information Act 1982* ("FOI Act") or the *Freedom of Information Act 2016* (ACT) or by the responsible Minister in the Legislative Assembly;
- (b) the *Government Procurement Act 2001* (ACT) ("GPA") requires a public text of contracts entered into by the Territory or a Territory entity for the procurement or disposal of goods, services or works over \$25,000.00 to be made available to the public within 21 days of the contract being entered into; and
- (c) only certain information can be treated as confidential under the GPA.

2.14.2 Tenderers are requested to specify in writing any information they believe is confidential in relation to their Tender or which they may wish to be treated as confidential in any contract. In particular, Tenderers must ensure that any personal information contained in a Tender does not infringe any individual's (including employees and other personnel) privacy rights. Tenderers should seek their own legal advice as to the implication of the GPA.

2.14.3 In accordance with the disclosure requirements of the GPA, successful Tenderers must provide details identifying the Tenderer in full. If full and accurate details are not provided to the Principal within 2 working days after being requested by the Principal to do so, the Principal may deem the Tender as nonconforming.

CT2.15 COSTS OF TENDERING

The Principal will make no payment to a Tenderer:

- (a) for any costs, losses or expenses incurred by a Tenderer in preparing its Tender or any alternative Tender;
- (b) in respect of any discussions, negotiations, enquiries or requests for details or information made by or on behalf of the Principal after the submission of Tenders; or
- (c) for any work undertaken by any Tenderer after its Tender is submitted including work requested by the Principal in accordance with any provision of the RFT Documents.

CT2.16 WORKING HOURS AND WORKING DAYS

2.16.1 If a Tender includes an allowance for work under the proposed contract outside the working hours, or on other than the working days, prescribed in the RFT Documents, the Tender must state the working hours and days proposed.

2.16.2 In the comparison of Tenders, the Principal may take into account the working hours and days proposed by the Tenderer and to the costs to the Principal attributable to supervision of work under the proposed contract outside the prescribed working hours and/or on other than the prescribed working days.

CT2.17 ETHICAL SUPPLIERS DECLARATION

The Tenderer must fully complete the *Ethical Suppliers Declaration* (in the form set out in Schedule 4). Tenders not accompanied by this declaration may be regarded as non-conforming. Failure to supply information in full in a Declaration may render the Tender non-conforming. If any section of the Declaration is not applicable, then 'Not Applicable' is to be written in that section. Tenderers must check that the 'ACN' and 'ABN' accurately correlate with the name of the Tenderer.

CT2.18 AFFIRMATIVE ACTION

The Principal will not enter into a contract with a contractor named by the Workplace Gender Equality Agency as an employer currently not complying with the *Workplace Gender Equality Act 2012* (Cth) ("the Gender Act"). Information about the Gender Act may be obtained from the Workplace Gender Equality Agency. Refer to:

<http://www.wgea.gov.au/>

CT2.19 PRICE FOR ONGOING MAINTENANCE

If the RFT Documents include a maintenance Specification, the Tenderer must, on the separate Form of Tender provided with the maintenance Specification, submit a price for the maintenance after the expiration of the defects liability period of the system referred to in that Specification. The maintenance Specification will not form part of the proposed contract but the Principal may take the price submitted into account when assessing the Tender.

CT2.19 SECURE LOCAL JOBS CODE CERTIFICATE

Tenderers must maintain currency of a Secure Local Jobs Code Certificate at all times during the Tender validity period, and the Principal may not consider (or not continue to consider) your Tender further if the Tenderer fails to maintain a current Secure Local Jobs Code Certificate. Tenderers must hold a Secure Local Jobs Code Certificate as a precondition to entering into contract with the Principal.

CT3. SUBMISSION OF TENDERS

CT3.01 DOCUMENTS TO BE LODGED BY TENDERER

3.01.1 Listed below are all the documents that must be completed and lodged with a Tender for the Tender to be conforming (*Please note that in addition to Secure Local Jobs Code Certification and Prequalification will be verified by Infrastructure Delivery Partners*):

- (a) documentation addressing the criteria specified in Section CT4.01;
- (b) completed Form of Tender and Tender Schedule each signed by the Tenderer;
- (c) priced Bill of Quantities; Schedule of Rates; or Schedule of Prices (if applicable);
- (d) construction program;

- (e) Schedule 1 – Tenderer’s Declaration;
 - (f) Schedule 2 – WHS Statutory Declaration;
 - (g) Schedule 4 – Ethical Suppliers Declaration; and
 - (h) a Labour Relations, Training and Workplace Equity Plan (if required by the assessment criteria);
 - (i) a statement as to the applicability of the Tenderer’s current environmental authorisation or environmental protection agreement to the Works.
- 3.01.2 Details of the required environmental authorisation or environmental protection agreement may be obtained by contacting the Environment and Planning Directorate, Environment Protection Authority on telephone (02) 13 22 81.
- 3.01.3 The Tenderer must:
- (a) if a person, state his or her name in full and address, and sign the Form of Tender;
 - (b) if it is a partnership, state the name of the partnership and the name in full and address of the partner signing the Form of Tender on behalf of the partnership; or
 - (c) if it is a corporation, state its ACN, its name and registered address and the Form of Tender must be executed under the company’s company seal and/or by the company’s authorised officers.
- 3.01.4 The Tender must be for the whole of the Works unless the RFT Documents otherwise provide. The Tenderer must not alter or add to any RFT Document except as required or permitted by these Conditions of Tender.

Documents to be lodged after Tenders close

- 3.01.5 To assist in the evaluation process, a Tenderer may be requested to submit additional information during the Tender evaluation period. For example:
- (a) with regard to the Tenderer’s Ethical Suppliers obligations (see Schedule 4 – Ethical Suppliers Declaration):
 - (i) how the Tenderer has complied with its ethical suppliers obligations in the past;
 - (ii) how the Tenderer intends to comply with its ethical suppliers obligations in performing the Contract should the Tenderer be the successful Tenderer; and
 - (iii) if subcontractors have been specified in the Tender, the information detailed in paragraphs (i) and (ii) in relation to each subcontractor;
 - (c) with regard to the Tenderer’s quality assurance system:
 - (i) a copy of the Tenderer’s controlled procedure for establishing a project quality plan; and

- (ii) a sample or draft project quality plan prepared in accordance with the above procedure; and
- (d) with regard to the Tenderer's financial capability, written confirmation from proposed suppliers and/or subcontractors that the Tenderer has the necessary credit facilities with the supplier or subcontractor to provide materials and /or services during the Contract period.

Environment and Waste Management

- 3.01.6 To assist in the evaluation process, a Tenderer may be requested to submit a draft or sample environmental management plan, including a waste management plan, which addresses the responsibilities, policies, procedures and performance standards to be met by all parties involved in the proposed contract. If requested, the plan must include details of:
- (a) temporary measures to be implemented and monitored which will ensure compliance with the *Environment Protection Act 1997* (ACT) ("Act");
 - (b) temporary and permanent measures that will mitigate against the negative impact of the Works on the environment;
 - (c) frequency and nature of testing for compliance with environmental standards;
 - (d) measures for compliance with the Act to be implemented during the contract defects period; and
 - (e) Hold Points and Witness Points.
- 3.01.7 The Tenderer must detail actions to reduce and divert waste and/or re-use viable waste material in a draft waste management plan. The waste management plan must detail procedures that will ensure that surplus spoil, rock, and other excavated and demolition materials such as waste concrete, bricks, blocks, timber, metals, plasterboard, paper, packaging, glass and plastics are separately collected, recycled and, therefore, diverted from landfill.

Occupational Health Safety System

- 3.01.8 To assist in the evaluation process a Tenderer may be requested to submit documentation to demonstrate to the Principal that the Tenderer has an appropriate OH&S management system operating within the Tenderer's business. If requested to do so the Tenderer must provide a draft or sample OH&S plan.

Lodgement of Tenders

- 3.01.9 Tenders must be lodged electronically via Tenders ACT before the closing time and date in accordance with the lodgement procedures set out in these RFT Documents and the Tenders ACT Terms of Use available TendersACT@act.gov.au. A Tender lodged by any other means including by hand, facsimile or email will be considered non-conforming.
- 3.01.10 Tenderers must register on Tenders ACT in order to lodge a Tender.
- 3.01.11 Following the closing date for Tenders, the Territory will list names of Tenderers on the Tenders ACT web page at TendersACT@act.gov.au.

- 3.01.12 Tendered files must be lodged, as applicable, in the following formats: PDF; Microsoft Word; Microsoft Excel; AutoCAD (dwg).
- 3.01.13 Tenders ACT will accept up to a maximum of 15 files in any one upload. Each upload must not exceed the size limit of 100MB per upload. If an upload would otherwise exceed the specified size limit, Tenderers should either:
- (a) transmit the Tender file(s) as a compressed (zip) file not exceeding the size limit; and/or
 - (b) lodge the Tender in multiple uploads ensuring that each upload does not exceed the size limit and clearly identify each upload as part of the Tender.
- 3.01.14 Tenderers should use a structured file naming convention to ensure clear identification of Tendered documents and their contents including the RFT number, a shortened Tenderer name and file description (for example: RFT_50094_MYTENDER_Pricing).
- 3.01.15 Tender file names must not:
- (a) use special characters, including but not limited to \ / : * ? " < > | . ; or
 - (b) exceed 80 characters in length.
- 3.01.16 Tender files should:
- (a) be uploaded from a high level directory on the Tenderer's desktop to ensure the file name does not exceed 100 characters in total;
 - (b) not be selected from a secure or password protected location or from portable media such as, but not limited to, CD, DVD, or USB; and
 - (c) be zipped (compressed) together for transmission to Tenders ACT.
- 3.01.17 Tenderers must ensure the transmission of all files is complete before the closing time (including where a Tender consists of multiple uploads).
- 3.01.18 Tenders must be completely self-contained. No hyperlinked or other material may be incorporated by reference.
- 3.01.19 All enquiries in relation to this RFT must be directed in writing to the Tenders ACT team at TendersACT@act.gov.au.
- 3.01.20 All queries and requests for technical or operational support should be directed to:
- Tenders ACT Team
Telephone: 02 6205 9797
- International: +61 2 6205 9797
Email: TendersACT@act.gov.au
- 3.01.21 The Tenders ACT team is available between 9am and 5pm ACT local time, Monday to Friday (excluding ACT and national public holidays).
- 3.01.22 The Tenderer warrants that, when it lodges its Tender electronically, it has taken reasonable steps to ensure that the electronic files lodged are free of viruses, malicious code or other

disabling features which may affect Tenders ACT and/or the Territory's ICT environment. Any Tender found to contain viruses, malicious code or other disabling features will be excluded from the evaluation process.

- 3.01.23 Before lodging a Tender it is strongly recommended that Tenderers:
- (a) ensure their technology platform meets the minimum requirements identified, if any, on Tenders ACT;
 - (b) ensure their internet connection is working correctly and in the case of wireless internet connection that the signal is strong and stable;
 - (c) refer to Tenders ACT user manual, if required, on uploading a submission;
 - (d) take all steps to ensure that the submission is free from anything that might reasonably affect useability or the security or operation of Tenders ACT and/or the Territory's ICT environment;
 - (e) ensure that the submission does not contain macros, script or executable code of any kind unless that specific material has previously been approved in writing by the Territory; and
 - (f) ensure that the submission complies with all file type, format, naming conventions, size limitations or other requirements specified in the RFT.
- 3.01.24 It is the responsibility of Tenderers to allow sufficient time for lodgement, including time that may be required for any problem analysis and resolution prior to the closing time.
- 3.01.25 Tenderers should be aware that holding the "Submit Electronic Response" page open in the web browser will not hold the electronic tender box open beyond the closing time.
- 3.01.26 If Tenderers have any problem in accessing Tenders ACT or uploading a Tender they must contact the Tenders ACT Team prior to the closing time for technical and operational assistance.
- 3.01.27 The Tenders ACT system will not permit electronic lodgement of Tenders after the closing time. Tenderers wishing to lodge a Tender after the closing time must contact the Tenders ACT team to obtain instructions on how a late Tender can be lodged.
- 3.01.28 The Territory may investigate the reasons provided for lateness. The investigation process may include reviewing the system's audit trail to identify if the Tenderer attempted to lodge the Tender prior to the closing time and if assistance was sought from the Tenders ACT team.
- 3.01.29 Where the lodgement of (all files of) a Tender has commenced prior to the closing time but concluded after the closing time, and upload of all of the Tender file/s has completed successfully, as confirmed by Tenders ACT logs, the Tender will be considered to have been received prior to closing time.
- 3.01.30 When a lodgement has successfully been completed, an official receipt is provided on screen. The on-screen receipt will record the time and date the submission was received by Tenders ACT and will be conclusive evidence of successful lodgement of a submission. It is essential that Tenderers save and print this receipt as proof of lodgement. A separate email confirming receipt of the submission will also be automatically dispatched to the email address registered with Tenders ACT.

- 3.01.31 Failure to receive a receipt means that lodgement has not completed successfully. In these circumstances, Tenderers should lodge the Tender again or, if electronic lodgement has closed, contact the Tenders ACT team to obtain instructions on how to lodge a late Tender.
- 3.01.32 Tenders lodged after the Tender closing time and date will be opened and registered separately and may be admitted to evaluation at the absolute discretion of the Principal. In deciding whether to admit a late Tender to evaluation, factors that may be considered include:
- (a) whether the Tenderer is likely to have had an opportunity to obtain some unfair advantage from late submission of the Tender;
 - (b) how late the Tender is, the reasons and evidence given for lateness;
 - (c) whether the Tender was mishandled by the Principal, by an official postal service or by a reputable delivery service; and
 - (d) evidence of unfair practices.
- 3.01.33 Tenders will close at **2PM on 1 July 2021** or at such other time as may be notified to the Tenderer in writing by the Principal.

CT3.02 TENDER VALIDITY PERIOD

The Tender must remain valid and open for acceptance for a period of 120 days from the time and date for the closing of Tenders. The Tenderer may withdraw its Tender after the expiration of this period. The Tender will not lapse by reason of any discussions or correspondence between the Principal and the Tenderer which occur during this period.

CT4. PROCEDURES AFTER TENDERS CLOSE

CT4.01 ASSESSMENT OF TENDERS

- 4.01.1 This Tender will be assessed in accordance with the *Government Procurement Act 2001* (ACT) as amended.
- 4.01.2 The Principal may require a consultant to provide an independent tender report. The Principal will consider the consultant's advice but is not bound by it.
- 4.01.3 The responses to threshold criteria are "yes" or "no". Any Tender receiving a "no" response to a threshold criterion may be deemed nonconforming and may not be considered further.
- 4.01.4 As well as conformity with the RFT Documents, the criteria in the following table will be taken into consideration by the Principal in the assessment of the value for money offered by any Tender.
- 4.01.5 Assessment methodologies may involve scoring Tenderers against the listed criteria in accordance with pre-determined weighting of these criteria based on their relative importance to the Principal. Tender submissions should include all relevant documentation the Tenderer wishes to have considered in this assessment process.

- 4.01.6 After initial assessment, further detailed analysis may include interview by the Superintendent and/or the tender evaluation team. A preferred Tenderer may be selected and further negotiations entered into. This does not constitute an offer of a contract and no legal obligations will arise.

Assessment Criteria – see Guideline below

Criteria (not in order of importance)		Complies Yes/No
Table 1 - Threshold Criteria		
TC1	<p>Prequalification</p> <p>The Tenderer must be prequalified with the ACT to F10 and CL as at the date of close of tenders.</p> <p>You do not need to supply a copy of your Certificate; the Territory will verify your prequalification status when assessing this tender.</p>	Yes/No
TC2	<p>Industrial Relations and Regional Contribution</p> <p>Part A. Secure Local Jobs Code Certificate</p> <p>The Tenderer must hold a Secure Local Jobs Code Certificate (Certificate) as at the date of close of Tenders.</p> <p>Note: Should the Tenderer fail to hold a Certificate the tender cannot be accepted.</p> <p>You do not need to supply a copy of your Certificate; the Territory will verify your certification status when assessing this Tender.</p> <p><i>* Note – Under the Secure Local Jobs Code any subcontractor engaged in connection with “Territory Funded Work” (as defined in the Government Procurement Act 2001) will also be required to hold a Secure Local Jobs Code Certificate. Tenderers are encouraged to note in their Tender the subcontractors it intends to engage for Territory Funded Work, and whether they hold current Secure Local Jobs Code Certificate, noting that commencement of work by those subcontractors will be conditional on holding a Secure Local Jobs Code Certificate.</i></p> <p>Part B Labour Relations, Training and Workplace Equity Plan</p> <p>The Respondent must submit a Labour Relations, Training and Workplace Equity Plan.</p> <p>Note: The Plan must be completed in full with no omissions. A tender whose Plan fails to meet this requirement may be considered non-conforming.</p> <p>Part C Ethical Suppliers Declaration - Tender</p> <p>Tenderers are to complete and submit an Ethical Suppliers Declaration – Tender in the form of SCHEDULE 4.</p> <p>The contents of the Declaration and, without limitation to any other part of the Tender, any other information made available to the Territory referable to the work health and safety and employment and industrial relations performance and record of the Tenderer and any Associated Entity of the Tenderer (as defined in the Declaration) may be considered by the Territory as part of its assessment of Tenders.</p>	Yes/No

TC3	<p>Work Health and Safety Declaration</p> <p>Tenderers must submit with their Tender a Work Health and Safety Statutory Declaration (WHS Declaration) in the form at Schedule 2.</p> <p>The contents of the WHS Declaration and, without limitation to any other part of the Tender, any other information made available to the Territory referable to the work health and safety performance and record of the Tenderer and any Associated Entity of the Tenderer (as defined in the WHS Declaration) may be considered by the Territory as part of its assessment of Tenders.</p>	Yes/No
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Table 2 - Weighted Criteria							
<p>WC1 - Financial Offer</p> <p>The Tender Price assessment will be based on an assessment of how the offer meets the requirement for “value for money” against the risks associated with the price in accordance with the <i>Scoring Regime</i>. The Tender Evaluation Team will use the below formula to ascertain a pricing weighted score out of a maximum of 10 multiplied by the weighting. Industry will set the median price from Tenders received.</p> <p>Formula</p> <table border="1" style="width: 100%; text-align: center;"> <tr> <td>$P = 18 - \frac{12T}{M}$</td> <td>$P = 21 - \frac{15T}{M}$</td> </tr> <tr> <td>Domain</td> <td>Domain</td> </tr> <tr> <td>T < M</td> <td>T ≥ M</td> </tr> </table> <p>Where:</p> <p>P = initial comparative price score prior to assessing risk. M = a median value of all Compliant tenderers. T = the submitted tender price of a tenderer or Notional Tender Price as applicable.</p> <p>Tender price risks may include special terms and conditions suggested by the tenderer. Risks associated with the tender price will be considered in determining the final comparative price score.</p> <p>The following will also be considered in assessing of the tender price:</p> <ul style="list-style-type: none"> • Appropriateness of the rates in the Bill of Quantities; • Sensitivity analysis of costs involved in the extension of provisional quantities/foreseeable variations. (No additional information is required for submission by the Tenderer); • Daily hire rates to be used when pricing variations and Dayworks for resources (people and plant) for the duration of the project. Refer Annexure 4 to Attachment 2 Schedule of Rates. <p>Tenderers who have a price below the median value will be scored using the equation in the left hand column of the Formula. Tenderers who have a price equal or above the median will be scored using the equation in the right hand column. Where even numbers of proposals are tendered the median will be deemed to be the mean of the two middle bids.</p> <p>Tenderers will receive a score between a maximum of ten (10) and a minimum of zero (0).</p> <p>In assessing the tender price, and to provide a score the Evaluation Team will take into account the result from the formula above, risks associated with the works and any other significant items deemed appropriate, such as innovations and any time saving offered in the tender.</p>	$P = 18 - \frac{12T}{M}$	$P = 21 - \frac{15T}{M}$	Domain	Domain	T < M	T ≥ M	35%
$P = 18 - \frac{12T}{M}$	$P = 21 - \frac{15T}{M}$						
Domain	Domain						
T < M	T ≥ M						

<p>WC2 - Demonstrated Work Health & Safety System to complete the project</p> <p>Provide and describe the following: (10%)</p> <ul style="list-style-type: none"> • Sample WHS site management Plan (from a similar project) suitable for implementation on this project, that demonstrates that the Tenderer is capable of proactively managing Work Health and Safety and Rehabilitation (WHS&R) requirements; <ul style="list-style-type: none"> ○ Management; ○ Planning; ○ Risk & Hazard management; ○ Training, competency and supervision; ○ High risk construction work; ○ Consultation; and ○ Reporting. • Preliminary WHS Risk Register related to this project identifying major WHS risks (20%); • Evidence that personnel have demonstrated ability to manage WHS requirements (40%); and • Any sanction point lost as part of the ACT Government Active Certification Audit Process and/or any adverse action in a past project during the last three years (30%). <p>Information provided in the Threshold Criteria WHS Declaration will also be considered in the assessment of this criterion.</p>	<p>35%</p>
<p>WC3 - Past Performance</p> <p>Past performance in similar construction in relation to:</p> <ul style="list-style-type: none"> • Time performance and quality of workmanship – provide evidence of time and quality performance on completed similar projects in the past 5 years and contact details of referees. Provide information on the amount of any liquidated damages deducted for late time performance, awards and letter of commendation; • Environmental management; and • Record of claims history and/or current litigation/arbitration with the Principal on any other contracts. <p>Tenderers are to demonstrate the relevance of their past project experience and must:</p> <ul style="list-style-type: none"> • Outline the specific relevance of the past nominated projects to this tender or project including any applicable lessons learnt; • Outline the past experience of the contractor and/or nominated subcontractor(s) in playground construction works including but not limited to past experience in, the delivery and installation of large play structures and in coordinating multiple trades. • Outline and provide evidence of the past experience of the contractors nominated subcontractor(s). <p>The Evaluation Team may consider records of past and current performance, claims, and compliance with ACT Government requirements provided by other ACT Government Agencies (including directorates), contractors or consultants engaged by the ACT Government to determine the tenderers past performance on similar type projects.</p>	<p>10%</p>

<p>Past performance with the ACT Government and a record of working to achieve budgetary requirement and timeframe on projects will be taken into consideration in assessing this criterion.</p>	
<p>WC 4 – Methodology / Innovation</p> <p>Methodology (60%) The tenderer should be able to demonstrate its capability to bring the contract to a satisfactory conclusion by describing the appreciation of the task and methodology of approach to accomplish the project’s required outcomes. The information required could include (but not limited to) the following:</p> <ul style="list-style-type: none"> • A succinct appreciation of the task, potential project specific risks and how the risks will be managed during the project; • A detailed methodology and program demonstrating how the Tenderer will deliver each Construction Milestone of the project; • Outline the key risks to achieving project Milestones and completion dates, including but not limited to procurement of long lead items and impacts and proposed mitigation associated with COVID-19. <p>Innovation (40%) Where possible, the tenderer is encouraged to identify any potential areas of the project where an innovative solution may be of benefit. Examples of innovation could include (but not limited to) the following:</p> <ul style="list-style-type: none"> • Identify opportunities to accelerate the construction timeframe. • Identify and propose construction innovation solutions • Identify any innovative management systems to be implemented on this project • environmentally sustainable construction alternatives • Innovation in erosion and sediment controls not already nominated within tender documentation. • innovations in spoil management including trench spoil • innovation to address any specific site requirements. <p>(NB: Innovation proposals should not change the design intent. If proposed innovation results in changes to design, the tenderer will responsible for acquiring design acceptance and any cost or time associated with it. Any proposed innovation that would require changes to RFT or design intent should be lodged via the alternative tender submission provisions outlined in the tender. If alternate tender is proposed, tenderers should ensure a conforming tender is also submitted. The agency is not bound to accept any proposed alternate tender as part of the assessment process.</p>	<p>10%</p>
<p>WC5 - Industrial Relations and Regional Contribution</p> <p>Local Industry Participation</p> <p>Tenderers must complete and submit a Local Industry Participation Plan (LIPP). The LIPP is a document that outlines the Tenderer’s level of commitment to using local content and/or local businesses and how the Tenderer’s tender and business contributes positively to the economic benefits of the Canberra Region. Typically the LIPP will require Tenderers to provide the following information:</p> <ol style="list-style-type: none"> a. Current business presence in the Canberra Region and/or any new commitment including relevant capital investment history; b. The number of newly created and existing local jobs retained, including apprenticeships/traineeships directly linked to the contract; c. Estimate of the level of local value-added activities (local content); d. How the Tenderer will identify and consider products and capabilities provided by local businesses including joint ventures, partnerships, collaboration with local industry; 	<p>10%</p>

<p>e. The value of capital investment in the Canberra Region directly linked to the contract;</p> <p>f. Past performance of the Tenderer in meeting previous LIPP commitments;</p> <p>g. Additional undertakings by the business that support economic growth in the Canberra Region (eg, partnerships with universities, regional headquartering, training investments); and</p> <p>h. Approach to workforce skilling and local skills transfer (eg, through supply chain or local subcontractors).</p> <p>B. Secure Local Jobs Code</p> <p>The Territory will assess the extent to which the Tenderer has demonstrated that it has systems and processes in place to comply with the Secure Local Jobs Code in the provision of the Works during the term of the proposed contract.</p> <p>Tenderers must complete and submit a Labour Relations, Training and Workplace Equity Plan by completing the template plan available at https://www.procurement.act.gov.au/securelocaljobs</p>	
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Risk Based Criteria will be assessed and rated in terms of risk to the Suburban Land Agency as set out in the following table:

Rating	Description
Acceptable Risk (A)	The proposal represents a low or workable level of risk, typical of what the Suburban Land Agency would be expected to bear for this type of project.
Unacceptable Risk (U)	The proposal is unacceptable if one or more apply: <ul style="list-style-type: none"> (1) represents a level of risk higher than “acceptable risk”; (2) contains risks not present in other tenders; (3) would reasonably be anticipated to take longer than the specified time to complete; and/or (4) poses a greater risk to achieving the specified quality.

No.	Risk Based Criteria	Score: Acceptable (A)/ Unacceptable (U) Risk
RC1	<p>Financial Resources</p> <p>The Evaluation Team may use the latest financial information provided for the prequalification to assess the risk for this criteria. At the discretion of the Evaluation Team a Financial Assessment using an independent Financial Assessment firm may be undertaken.</p>	
RC2	<p>2. Technical and Managerial Skills</p> <p>Provide/describe the following:</p> <ul style="list-style-type: none"> • Management structure, systems and personnel including CV of key personnel that will be used on this project, including communication links, roles and responsibilities Professional / technical capacity and capability to meet the requirements of this project. Provide statement on the availability of all key personnel and percentage of time to be allocated on this project. 	

No.	Risk Based Criteria	Score: Acceptable (A)/ Unacceptable (U) Risk
	<p>Qualifications, skills and experience on similar projects and/or in a similar role are to be stated.</p> <ul style="list-style-type: none"> • Proposed subcontractors – tenderer to list proposed main subcontractors to be used, including their relevant experience in the past 5 years on similar projects. • Outline the specific relevance of the past nominated projects to this tender or project including any applicable lessons learnt; • Outline the experience of the contractor and/or nominated subcontractor(s) in playground construction works including but not limited to, the delivery and installation of large play structures and in coordinating multiple trades. <p>Outline the experience of the contractor in managing landscape construction works on multiple work fronts simultaneously. Include relevant project specific requirements as appropriate.</p>	
RC3	<p>Resource Capacity</p> <p>Tenderers to provide a statement with regard to the Resource availability & capacity/ current commitment of the company of projects and proposed staff, including a clear statement of resources to be allocated to the proposed project including plant and equipment and their availability.</p> <p>Provide statement on the availability of key personnel and the percentage of time to be allocated on this project including current commitments on other projects This is a time critical project. Tenders must demonstrate that they have adequate resources to complete this project within the allocated construction time.</p>	
RC4	<p>Project Delivery – Program & Works</p> <p>Provide/describe the following:</p> <ul style="list-style-type: none"> • Provide a detailed program for the project to complete the works within the contract period; • Describe the activities and methods the contractor intends to use to manage multiple work fronts whilst maintaining project milestones. • Describe critical activities and methods of achieving project milestones and project completion dates; • Describe critical activities and methods of protecting the works during the consolidation period; • Provide a risk register identifying project-specific risks and how they will be mitigated, including but not limited to a discussion on impacts of and mitigation associated with COVID-19. <p>The assessment will include consideration of any other significant risks associated with the delivery of this project.</p>	

CT4.02 ADJUSTMENT OF TENDER

Lump Sum

- 4.02.1 In the event of a discrepancy between the extension and additions of the amounts set out in the Bill of Quantities and the lump sum Tender Price specified in the Form of Tender, the amount in the Form of Tender will prevail and one, some or all of the amounts in the Bill of Quantities will be amended as agreed between the Tenderer and the Principal. If agreement cannot be reached, the Principal may treat the Tender as nonconforming.

Schedule of Rates

- 4.02.2 In the event of any discrepancy in a Schedule of Rates included in a Tender, between the sum ascertained by multiplying the rate of payment for the execution of any item of work to be carried out by the estimated quantity of each item of work ("actual sum") and the total amount shown for that item of work set out in the Schedule of Rates, the actual sum will prevail and the total amount for that item of work will be adjusted accordingly. If an adjustment is made, the total sum in relation to all the items of work in the Schedule of Rates will be adjusted accordingly.

CT4.03 NONCONFORMING TENDERS

- 4.03.1 A Tender that is:

- (a) at variance with or does not respond to or does not fully comply with any requirement of this RFT; or
 - (b) is incomplete, cannot be read or decrypted,
- may be deemed to be nonconforming.

- 4.03.2 The Principal may, in respect of a Tender that is nonconforming or which has been deemed by the Principal as nonconforming:

- (a) reject and not further consider the Tender;
- (b) ignore any nonconformance in the Tender; or
- (c) if it is possible to correct the nonconformance without affecting the probity of the tender process, permit the Tenderer to do so.

CT4.04 ADDITIONAL INFORMATION TO BE PROVIDED

- 4.04.1 Despite any other requirements of the RFT Documents, a Tenderer must, if requested by the Principal, submit additional information to allow further consideration of the Tender, or the Tenderer's ability to perform the Works.
- 4.04.2 If the Tenderer fails to submit any of the information so requested by the date and time stipulated by the Principal, the Tender may be treated as nonconforming.

CT4.05 COMPLAINTS DURING THE TENDER PERIOD

- 4.05.1 If the Tenderer wishes to lodge a complaint concerning any aspect of the Tender process, the Tenderer must submit full details of the complaint in writing to the Contact Officer through Tenders ACT before the Tender closing time. The Contact Officer will respond in writing to the Tenderer dealing with the details raised in the complaint. Information concerning the substance of the complaint and response may be sent to all Tenderers by the Principal, without disclosing the source of the complaint or revealing the complainant's confidential information. In response or in partial response to the complaint the Principal may issue addenda to the RFT Documents and may extend the final time for the lodgement of the Tender.
- 4.05.2 The Tenderer may refer the complaint to the Executive Group Manager, Infrastructure Delivery Partners, Major Projects Canberra, before the Tender closing time, if the Tenderer considers that the response to the complaint from the Contact Officer is unsatisfactory.

CT4.06 SELECTION OF PREFERRED TENDERER

- 4.06.1 On conclusion of the evaluation process, the Principal may:
- (a) accept a Tender for the whole of the Works, or if the Works are specified in sections, for a section of the Works;
 - (b) accept none of the Tenders;
 - (c) commence contract negotiations with the preferred Tenderer(s); or
 - (d) negotiate with other Tenderers if contract negotiations with the preferred Tenderer(s) are not successfully concluded.
- 4.06.2 At any time the Principal may:
- (a) cease negotiations with any Tenderer; or
 - (b) vary or discontinue the procurement process on giving written notice to the Tenderers.
- 4.06.3 No legal obligations arise until the Principal has accepted a Tender in accordance with CT4.07.
- 4.06.4 The Principal will offer unsuccessful Tenderers the opportunity of a debriefing.

CT4.07 ACCEPTANCE OF TENDER

- 4.07.1 A Tender is accepted and contract formed by the Principal sending a letter of acceptance to the Tenderer.
- 4.07.2 Even where a letter of acceptance has been used to form the contract, the Principal may require the Tenderer to execute a Formal Instrument of Agreement on terms no different from those contained in the letter of acceptance. If required the Tenderer must execute and return to the Principal two copies of the Formal Instrument of Agreement within 14 days of receipt of the Formal Instrument of Agreement. The Principal will return an executed copy to the Tenderer. For the avoidance of doubt the Contract is valid from the date specified in the letter of acceptance (or if no date is specified, the date of the letter

of acceptance), notwithstanding a failure by the Tenderer to sign any Formal Instrument of Agreement.

4.07.3 For the purposes of the contract, “Contract Sum” will mean the Tender Price accepted by the Principal in accordance with this CT4.07.

4.07.4 The Tenderer acknowledges that no other document issued and no other representation made or conduct engaged in, by or behalf of the Principal (other than as set out in CT4.07.1) will be deemed acceptance of a Tenderer’s Tender or will create any contractual or other legal relationship between the Principal and a Tenderer or otherwise oblige the Principal to enter into a contract with the Tenderer.

FORMAL INSTRUMENT OF AGREEMENT

THIS Agreement made the.....day of.....20.....

BETWEEN: ACN [INSERT] (“Contractor”)

AND

AUSTRALIAN CAPITAL TERRITORY, the body politic established by section 7 of the *Australian Capital Territory (Self-Government) Act 1988* (Cth) (“Principal”) represented by the SUBURBAN LAND AGENCY, a corporation established by section 37 of the *City Renewal Authority and Suburban Land Agency Act 2017* (ACT) (in this agreement called “the Principal”).

BACKGROUND

The Principal requires certain work to be undertaken **SL21099 - Coombs Edgeworth Parade Playground Construction** (“Works”) and has accepted a tender by the Contractor for the execution of the Works.

IT IS AGREED as follows:

1. The contract (“**Contract**”) between the parties comprises the following (“**Contract Documents**”):
 - (a) letter of acceptance from the Principal to the Tenderer;
 - (b) matters agreed as a result of post-tender negotiations/correspondence;
 - (b) this Formal Instrument of Agreement (if signed);
 - (c) Amendments to *AS2124 General Conditions of Contract*;
 - (d) Special Conditions of Contract;
 - (e) conditions contained in *AS2124 General Conditions of Contract*;
 - (f) Annexure to the General Conditions of Contract;
 - (g) Addenda issued in respect of the Tender Documents (if any);
 - (h) Conditions of Tender;
 - (i) Specifications;
 - (j) Schedule of Drawings and Drawings;
 - (l) the Contractor’s Tender including an executed Form of Tender;
 - (m) Schedule of Prices (if applicable);
 - (n) Schedule of Rates (if applicable);
 - (o) Priced Bill of Quantities (if applicable)
 - (p) Labour Relations, Training and Workplace Equity Plan (if any).
2. The Contractor must complete the Works in accordance with the Contract Documents.
3. In consideration of the Contractor fulfilling its obligations under the Contract Documents, the Principal will pay the Contractor the Contract Sum. Under the Contract, “Contract Sum” means the Tender Price accepted by the Principal set out in the letter of acceptance.

4. This Formal Instrument of Agreement must be executed by the Contractor and returned to the Principal within 14 days of receipt by the Contractor of the Formal Instrument of Agreement from the Principal.
5. Despite the date of execution of this Formal Instrument of Agreement, the Contract is effective from the date of, or specified in, the letter of acceptance.

EXECUTED AS AN AGREEMENT

SIGNED for and on behalf of)
 the Principal) _____
) Signature of Authorised Representative
)
 in the presence of:) _____
) Print Name
)

 Signature of Witness

 Print Name of Witness

SIGNED for and on behalf of)
)
)
 _____)
 (Name of Contractor)) Signature of Authorised Signatory
)
 ACN/ABN)
 _____)
) Print Name and Office Held
)
 in the presence of:)

 Signature of Witness

 Signature of Authorised Signatory

 Print Name of Witness

 Print Name and Office Held

Note:

- Company: This form must be signed in accordance with either section 126 or section 127 of the *Corporations Act 2001* (Cth), for example, by 2 directors or a director and a secretary.
- If the company is a proprietary company that has a sole director who is also the sole company secretary then this form must be signed by that director and witnessed.
- Partnership: This form must be signed by at least one partner on behalf of all other partners and witnessed.
- Individual: This form must be signed by the individual tendering for the Works and witnessed.

ANNEXURE TO THE GENERAL CONDITIONS OF CONTRACT

This Annexure replaces Part A of the Annexure to the AS2124-1992 *General Conditions of Contract*.

The law applicable is that of the Territory of:
(Clause 1)

Australian Capital Territory

Payments under the Contract must be made at:
(Clause 1)

Suburban Land Agency
480 Northbourne Avenue
Dickson ACT 2602

The Principal:
(Clause 2)

Australian Capital Territory

The address of the Principal:

C/- Suburban Land Agency
GPO Box 158
Canberra ACT 2602

Facsimile number of Principal
(Clause 7)

Email address of the Principal for the purpose of
serving notices or other communications, other than
Payment Claims
(Clause 7)

suburbanland@act.gov.au

Email address of the Principal for the purpose
of serving Payment Claims in accordance with Clause
42
(Clause 42)

to be served through PMARS

The Contractor

To be advised

The address of the Contractor

To be advised

Facsimile number of the Contractor
(Clause 7)

To be advised

Email address of the Contractor
(Clause 7)

To be advised

The Superintendent:
(Clause 2)

To be advised

The address of the Superintendent:
Facsimile number of the Superintendent
(Clause 7)

To be advised

Email address of the Superintendent
(Clause 7)

To be advised

Limits of accuracy applying to quantities for
which the Principal accepted a rate or rates:
(Clause 3.3(b))

Not applicable

Bill of Quantities--the alternative applying:
(Clause 4.1)

Alternative One

The time for lodgement of the priced
copy of the Bill of Quantities:
(Clause 4.2)

With lodgement of Tender

Contractor must provide security in the amount of: (Clause 5.2)	Refer to Special Condition of Contract 8.02.
Principal must provide security in the amount of: (Clause 5.2)	Nil
The period of notice required of a party's intention to have recourse to retention moneys and/or to convert security: (Clause 5.5)	Not Applicable See Special Condition of Contract 1.03
The percentage to which the entitlement to security and retention moneys is reduced: (Clause 5.7)	
Interest on retention moneys and security - the alternative applying: (Clause 5.9)	Alternative Two
The number of copies to be supplied by the Principal: (Clause 8.3)	Three copies
The number of copies to be supplied by the Contractor: (Clause 8.4)	5 copies
The time within which the Superintendent must give a direction as to the suitability and return the Contractor's copies: (Clause 8.4)	14 days
Work which cannot be subcontracted without approval: (Clause 9.2)	All works with an estimated subcontract sum of the greater of \$50,000 or 15% of the head contract sum.
The percentage for profit and attendance: (Clause 11 (b))	10%
The amount or percentage for profit and attendance: (Clause 11 (c))	10%
Insurance of the Works the alternative applying: (Clause 18)	Not Applicable. See Special Condition of Contract 1.07
The assessment for insurance purposes of the costs of demolition and removal of debris: (Clause 18(ii))	Not Applicable. See Special Condition of Contract 1.07
The assessment for insurance purposes of consultants' fees: (Clause 18(iii))	Not Applicable. See Special Condition of Contract 1.07
The value of materials to be supplied by the Principal: (Clause 18 (iv))	Not Applicable. See Special Condition of Contract 1.07
The additional amount or percentage: (Clause 18(v))	Not Applicable. See Special Condition of Contract 1.07
Public Liability Insurance the alternative applying: (Clause 19)	Not Applicable. See Special Condition of Contract 1.07
The amount of Public Liability Insurance will be not less than:	Not Applicable. See Special Condition of Contract 1.07

(Clause 19)	
The time for giving possession of the Site: (Clause 27.1)	Fourteen (14) days or upon review of Contractor's insurance documents, Quality Plans, WHS Plans, Environmental and Waste Management Plans, whichever is the later
The Date for Practical Completion: (Clause 35.2)	refer to Special Condition of Contract 8.03.
Liquidated Damages per day: (Clause 35.6)	refer to Special Condition of Contract 8.03
Limit of Liquidated Damages: (Clause 35.7)	Unlimited
Bonus per day for early Practical Completion: (Clause 35.8)	Not applicable
Limit of bonus: (Clause 35.8)	Not Applicable
Other events for which payment of extra costs for Delay apply: (Clause 36)	Nil
The Defects Liability Period: (Clause 37)	Refer to Special Condition of Contract 8.03
The percentage for profit and overheads for the purposes of Clause 40.5(1)(d) [deductions] is: (Clause 40.5(1)(d))	10% applies if nothing is stated.
The Charge for overheads, profit, etc for Daywork: (Clause 41 (f))	12.5%
Times for Payment Claims: (Clause 42.1)	The 7 th day of each month (however if that day is not a Business Day, then the first Business Day following the 7 th day of the month)
Unfixed Plant and Materials for which payment claims may be made notwithstanding that they are not incorporated in the Works: (Clause 42.1 (12))	Nil
Retention Monies on: (Clause 42.3)	Not applicable, See Special Condition of Contract 8.02.
Unfixed Plant or Materials the alternative applying: (Clause 42.4)	Alternative One
The delay in giving possession of the Site which shall be a substantial breach: (Clause 44.7)	Fourteen (14) days or upon review of Contractor's insurance documents, Quality Plans, WHS Plans, Environmental and Waste Management Plans, whichever is the later
The alternative required in proceeding with dispute resolution: (Clause 47.2)	Alternative Two
The person to nominate an arbitrator: (Clause 47.3)	The person holding the position, for the time being, of Executive Director, Development Delivery, Infrastructure Delivery Partners, Suburban Land Agency

Location of arbitration: (Clause 47.3)	Australian Capital Territory
Territory Information: (Special Condition 13.01.1(c))	Not used
Confidential Text (Special Condition 13.02.1)	Not used
Grounds for Confidentiality (Special Condition 13.02.4)	Not used
Application of Part 4A or Part 4B Special Conditions of Contract	Part 4A of the Special Conditions of Contract applies.
Principal Contractor (Special Condition 4A.02)	The Principal engages the Contractor as principal contractor for the purposes of the WHS Legislation and Special Condition 4A.02 applies.
Appointment of a Project Manager (Part 18 of Special Conditions of Contract)	No – Part 18 does not apply.

AMENDMENTS TO AS2124-1992 GENERAL CONDITIONS OF CONTRACT

PART 1 AMENDMENTS TO AS2124

1.01 AS2124-1992

1.01.1 The conditions specified in these Amendments and the Special Conditions of Contract take precedence over the conditions specified in AS2124-1992 *General Conditions of Contract* (“AS2124-1992”). To the extent of any inconsistency between any provision in this Contract and in AS2124-1992, the provision in this Contract will prevail.

1.01.2 References to “Clause” in these Amendments are to a Clause in AS2124-1992. Unless the context otherwise requires, all definitions and terms used in this Part 1 (Amendments) have the same meaning as in AS2124-1992.

1.01.3 Add the following definitions to Clause 2 of AS2124 – 1992:

‘BCISPA’ means the *Building and Construction Industry (Security of Payment) Act 2009* (ACT);

‘BCISPA Suspension’ means the suspension of construction work or supply of related goods and services under section 29 of BCISPA

1.02 FORM OF SECURITY

Delete Clause 5.3 and 5.5. See Special Conditions of Contract 8.02.

1.03 RECOURSE TO RETENTION AND CONVERSION OF SECURITIES

Delete Clauses 5.5 and 5.6. See Special Conditions of Contract 8.02.

1.04 EVIDENCE OF CONTRACT

1.04.1 Delete Clause 6.1. See Conditions of Tender CT4.07.1.

1.04.2 Delete the first, second, third and fourth paragraphs of Clause 6.2. See Conditions of Tender CT4.07.

1.05 NOTICES

Delete Clause 7 and substitute the following:

7 SERVICE OF NOTICES

Any notice required to be given or sent to a party or the Superintendent under this Contract, must be in writing and will be deemed to have been given:

(1) if delivered by hand, on delivery;

(2) if sent by prepaid mail, on the expiration of two Business Days after the date on which

it was sent;

- (3) if sent by facsimile, on the sender's facsimile machine recording that the facsimile has been successfully and properly transmitted to the recipient's address; or
- (4) if sent by electronic mail, on whichever of the following occurs first:
 - (a) the other party's acknowledgement of receipt by any means;
 - (b) the sender's electronic mail device recording that the electronic mail has been successfully transmitted to the recipient's address; or
 - (c) the expiration of two business days after the date on which it was sent without receipt of a notification that the delivery failed,

and if given in two or more ways, on the first of paragraphs (1) to (4) occurring.

For the purpose of this Clause the respective persons, addresses, facsimile numbers and email addresses of the parties and the Superintendent are as set out in the Annexure to the General Conditions of Contract. A party to the Contract may notify the other party and the Superintendent of a change in the persons, address, facsimile number or email address of that party for the purpose of service of a notice in accordance with this Clause. The Superintendent may notify the parties of a change in the persons, address, facsimile number or email address of the Superintendent for the purpose of service of a notice in accordance with this Clause.

Without limiting the generality of 'notice' it includes a document.

1.05A DISCREPANCIES

Delete clause 8.1 and substitute the following:

8.1 Discrepancies

- (1) It is agreed that the following documents ("Contract Documents") will together comprise the Contract between the parties for the undertaking of the Works:
 - (a) the letter of acceptance from the Principal to the Tenderer;
 - (b) matters agreed as a result of post-tender negotiations/correspondences;
 - (c) the Formal Instrument of Agreement (if signed);
 - (d) Amendments to AS2124-1992 General Conditions of Contract;
 - (e) Special Conditions of Contract;
 - (f) AS2124-1992 General Conditions of Contract;
 - (g) Annexure to the General Conditions of Contract;
 - (h) Addenda issued in respect of the Tender Document (if any);
 - (i) Conditions of Tender;
 - (j) Specifications;
 - (k) Schedule of Drawings and Drawings;
 - (l) the Contractor's tender including an executed Form of Tender;

- (m) Schedule of Prices (if applicable);
 - (n) Schedule of Rates (if applicable);
 - (o) Priced Bill of Quantities (if applicable)
 - (p) Labour Relations, Training and Workplace Equity Plan (if any).
- (2) If there is any ambiguity, discrepancy or inconsistency between the Contract Documents:
- (a) the order of precedence set out in clause 8.1(1) will apply;
 - (b) the party who discovered it must promptly give written notice of it to the other party and the Superintendent;
 - (c) to the extent the order of precedence does not resolve the ambiguity, discrepancy or inconsistency, the Superintendent shall direct the Contractor as to the interpretation to be followed by the Contractor in carrying out the work; and
 - (d) if the direction by the Superintendent under clause 8.1(2)(c) causes the Contractor to incur more or less cost than the Contractor would reasonably have anticipated at the time of tendering, the difference shall be valued under Clause 40.5.

1.06 TERMINATION OF A NOMINATED SUBCONTRACT

Delete Clause 10.6 and substitute the following:

10.6 Termination of a Nominated Subcontract

- (1) The Contractor must not unreasonably terminate a subcontract for Nominated Subcontract Work and must promptly notify the Superintendent of the Contractor's intention to terminate and the reasons.
- (2) If a Nominated Subcontractor repudiates or abandons a subcontract or it is terminated, the Contractor must immediately notify the Superintendent in writing and the Superintendent will proceed under Clause 10.3 to nominate a Nominated Subcontractor to complete the subcontract work. Alternatively, the Contractor may notify the Superintendent that the Contractor elects to complete the subcontract work without the use of a further Nominated Subcontractor.
- (3) Clause 11(b) only applies if the Contractor has terminated the subcontract due to insolvency of the subcontractor pursuant to Clause 44.11.
- (4) In all other circumstances, the Principal will pay the Contractor only the amount which it would have been paid pursuant to Clause 11(b) if the subcontract had not been terminated.

1.07 INSURANCE OF THE WORKS AND PUBLIC LIABILITY INSURANCE

Delete Clauses 18, 19, 20, and 21 and substitute the following:

18. PRINCIPAL'S INSURANCE

18.1 Principal's Policies

(1) The Principal has arranged policies ("Policies") for insurance of the Works and for \$20 million Public Liability insurance through the ACT Insurance Authority's (**ACTIA**) insurance broker. The details of the Policies are as follows:

- (a) Works insurance – policy number AU00008056CA20A; and
- (b) Public Liability insurance – policy number AU00008060LI20A.

The Principal will maintain the Policies until Practical Completion, and the Principal will pay all the premiums.

(2) Subject to the obligations in clause 18.1(3) being complied with by the Contractor, the Policy will be in the names of the Principal, the Contractor, subcontractors, construction managers (if applicable) and project managers (if applicable).

(3) Before the earlier of:

- (a) 10 business days after the date of contract; or
- (b) the Contractor commencing to carry out any part of the Works; and
- (c) the Contractor must contact the insurance broker nominated in writing to the Contractor as the Principal's insurance broker and must provide to that person all details reasonably requested for the purpose of the insurances referred to in clause 18.1(1).

(4) The Contractor warrants that it has read the terms of the Policies prior to entering into this Contract. Copies of the Policies may be obtained from:

Senior Director, Infrastructure Services
Program Solution
Suburban Land Agency
480 Northbourne Avenue
Dickson ACT 2602

(5) The Policies are subject to certain exemptions, conditions and excesses. In particular the Policy does not provide cover for the Contractor's or the Contractor's employees' tools, machinery plant equipment or mechanically propelled vehicles except as may be included in the Works.

(6) The obtaining of insurance by the Principal in accordance with this clause does not:

- (a) reduce, vary, or otherwise affect the Contractor's liabilities or obligations under the Contract or warranties given or otherwise under the Contract or in connection with the Works; or
- (b) prevent the Contractor from effecting any additional insurances if so desired at the Contractor's cost.

(7) The Contractor is liable for the excesses detailed in the Policies.

18.2 Claims

- (1) The Contractor must, as soon as practicable after the occurrence of an event that may give rise to a claim, notify in writing:
 - (a) the Superintendent and the Principal; and
 - (b) ACTIA's insurance broker at the specified address advised from time to time by the Principal. At the date of this Contract, ACTIA's insurance broker is Marsh Pty Ltd and correspondence to Marsh Pty Ltd for the purposes of this clause can be sent to :

Level 7, 14 Moore Street,
PO Box 306 Canberra GPO Box 306
Canberra ACT 2601
Telephone: (02) 6279 3300
Facsimile: (02) 6279 3320

- (2) Without limiting the Contractor's obligation in clause 18.2(1), the Contractor is required to:
 - (a) keep the Superintendent and the Principal fully informed of subsequent action and developments concerning the claim or the potential claim;
 - (b) if requested by the Principal, immediately provide the Principal with copies of all correspondence or documentation provided to or received from Marsh Pty Ltd, the insurer, and any other party involved in any claim or potential claim (Relevant Parties) in relation to the Policies; and
 - (c) if requested by the Principal, ensure that the Principal and/or the Superintendent is invited to all meetings, discussions, teleconferences, trials, hearings, or proceedings with any other Relevant Party in relation to the claim or potential claim.
- (3) The Contractor must ensure that subcontractors in respect of their engagement to carry out the Works comply with the obligations in this clause 18.2.

18.3 Settlement of Claims

If there is a claim for significant damage or destruction under the Policy (as determined by the Principal, acting reasonably):

- (1) all settlement amounts must be paid by the insurer directly to the Principal;
- (2) the Principal may decide to have the Works reinstated, or may decide not to proceed with the Works, without creating any default by the Principal under the Contract;
- (3) the Contractor must reinstate the Works if instructed to by the Principal and except as otherwise provided in the Contract may only make a Claim for payment for reinstatement of the Works up to the amount of any insurance settlement; and
- (4) the Contractor must give all such information and assistance to the Principal as may be reasonably practicable to assist the Principal or the insurer in respect of any claim or potential claim on the Policy.

19. CONTRACTOR’S INSURANCE

- (1) The Contractor must ascertain whether it requires additional insurance in relation to this Contract.
- (2) Before starting any work for or in connection with the Contract, the Contractor must arrange and have in place insurance (irrespective of whether it has then been invoiced by or on behalf of the insurer for the cost of the insurance premiums) for the minimum amounts specified below:
 - (a) a public liability policy of insurance to cover loss or damage to property or injury or death to persons arising out of or in connection with carrying out the Works for:

Minimum cover:	\$20 Million in respect of each claim
Period of cover:	Until the issue of Final Payment Claim

- (b) workers compensation and related liability insurance in accordance with the requirements of the Workers Compensation Act 1951 (ACT) and where possible, extended to indemnify the Principal against statutory liability to persons employed by the Contractor;
- (c) if specified below, a professional indemnity policy of insurance to cover liability for breach of professional duty (whether in contract or otherwise) arising out of any negligence, whether in relation to errors in design, documentation, supervision or other professional duties of the Contractor (whether in contract or otherwise), and extended to include cover for any breach of all such professional duties carried out on behalf of the Contractor by subcontractors, suppliers or consultants;

Is a professional indemnity policy to be held by the Contractor:	(No)
Minimum cover:	\$20 million in respect of each claim and in the annual aggregate
Period of cover:	Until the expiry of 6 years after issue of the Final Payment Claim

- (d) compulsory third party insurance for all registered vehicles and machinery together with third party property damage with the following minimum coverage:

Minimum cover	For registered vehicles and machinery - third party property damage insurance for not less than \$20 million per occurrence.
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Period of cover: Until the issue of Final Payment Claim

- (e) for any unregistered vehicles, machinery or mobile plant equipment, a public liability policy with the following minimum coverage:

Minimum cover: Unregistered vehicles, machinery or mobile plant or equipment must be covered by a public liability policy with coverage of not less than \$20 million per occurrence

Period of cover: Until the issue of Final Payment Claim

- (f) such other insurance and the cover as the Contractor considers necessary having regard to the Works and this Contract, including but not limited to product liability insurance.

- (3) The Contractor must ensure that every subcontractor, supplier and consultant is insured at all times for workers compensation and related liability in accordance with the requirements of the *Workers Compensation Act 1951* (ACT).
- (4) If any work for or in connection with the Contract includes asbestos decontamination, the Contractor must pay all premiums and insure under an asbestos liability policy of insurance to cover risks with asbestos decontamination work, as required by law.
- (5) If specified below, the Contractor must pay all premiums and insure under a marine liability policy of insurance.

Is a marine liability policy to be held by the Contractor: (No)

Minimum cover: N/A

Period of cover: N/A

- (6) The Contractor must ensure that each policy required to be effected and maintained under the Contract or under subcontracts is in effect for the relevant period specified in the Contract.
- (7) All policies must:
- (a) require the insurer to notify the Principal (other than in relation to workers compensation and professional indemnity) at the same time as the insurer receives or gives any notice concerning the policy, and at least 7 days before any proposed cancellation of a policy; and
- (b) provide that a notice of claim given to the insurer by the Principal, the Contractor, or a subcontractor, supplier or consultant will be accepted by the insurer as a notice of claim given by all of the insured.

- (8) The policies referred to in clauses 19(2)(a), 19(4) and 19(5) must be in the name of the Contractor with the Principal as an additional named insured and must cover the Contractor, the Principal, the Superintendent, and all subcontractors, suppliers and consultants employed from time to time for or in relation to the Contract and the Works for their respective rights and interests and cover their liabilities to third parties. The policies must include a cross-liability clause in which the insurer agrees to waive all rights of subrogation or action against any of the persons covered and for the purpose of which the insurer accepts the term 'insured' as applying to each of the persons covered as if a separate policy of insurance had been issued to each of them (subject always to the overall sum insured not being increased as a result).
- (9) The Contractor must:
- (a) ensure that in respect of each insurance required to be effected or taken out as required by this clause 19 by the Contractor or any subcontractor, supplier or consultant, it:
 - (A) does not do anything which prejudices any insurance;
 - (B) if necessary, rectifies anything which might prejudice any insurance;
 - (C) reinstates an insurance policy if it lapses;
 - (D) does not cancel, vary or allow an insurance policy to lapse without the prior written consent of the Principal;
 - (E) immediately notifies the Principal of any event which may result in an insurance policy lapsing or being cancelled;
 - (F) gives full, true and particular information to the insurer of all matters and things the non-disclosure of which might in any way prejudice or affect any such policy or the payment of all or any benefits under the insurance; and
 - (b) ensure that any insurance required to provide coverage to subcontractors acknowledges that the same coverage applies to suppliers and consultants;
 - (c) except in relation to workers compensation insurance and professional indemnity insurance:
 - (A) ensure that any non-disclosure by one insured does not prejudice the right of any other insured to claim on the policy; and
 - (B) ensure that a notice to the insurer by one insured will be deemed to be notice by all insured parties.
- (10) The policies (unless otherwise specified in this Contract) must be effected before commencing work and be maintained until the Final Payment Schedule is issued under Clause 47.8(1).
- (11) Before the Contractor starts any work for or in connection with the Contract and whenever requested in writing by the Principal, the Contractor must supply proof that all insurance policies required under the Contract and under subcontracts are current.
- (12) The Principal need not make any payment under the Contract to the Contractor unless the Contractor has complied with and continues to comply with clause 19 (11).

- (13) If the Contractor fails to comply with clauses 19(2), 19(4), 19(5) or 19(11), the Principal may effect and maintain that insurance and pay the necessary premiums. The Principal may recover from the Contractor the cost of the premiums and the Principal's reasonable costs of effecting and maintaining the insurance, as a debt due by the Contractor.
- (14) The Contractor must, as soon as practicable, inform the Principal in writing of the occurrence of an event that may give rise to a claim under a policy of insurance effected as required by the Contract and must ensure that the Principal is kept fully informed of subsequent action and developments concerning the claim. The Contractor must take such steps as are necessary or appropriate to ensure that a subcontractor, supplier or consultant (as applicable) will, in respect of an event or claim of a like nature arising out of or relating to the operations or responsibilities of the subcontractor, supplier or consultant (as applicable), take in relation to the Principal similar action to that which the Contractor is required to take under this clause 19(14).
- (15) The requirements for insurance to be effected and maintained do not affect or limit the Contractor's liabilities (including, without limitation, indemnities given under clause 17 AS2124-1992 and Special Condition 7.01) or other obligations under the Contract.

In clause 27.1 AS2124-1992, the references to "clause 21.1" are deleted and replaced with "clause 19 (11)".

1.07A MATERIAL AND WORK – GENERALLY

In Clause 30.6 replace 'Final Certificate' with 'Final Payment Schedule'.

1.08 WORKING HOURS

Clause 32 is amended by the addition of the following:

- (1) Unless the Contract otherwise provides:
 - (a) the working hours are up to 9 hours per day worked between 7.00 am and 5.00 pm or as required by a relevant Award, enterprise agreement or other industrial instrument; and
 - (b) the working days are Monday to Friday inclusive, but excluding public holidays and one day every 4 weeks, usually a Monday, which is a building industry rostered day off.
- (2) The Superintendent may attach conditions to the Superintendent's approval of a variation to the working hours or working days conditions. Such conditions may include but are not limited to a prohibition of, or restriction on, the performance of work which requires inspection or attendance by or on behalf of the Principal and, despite Clause 32, may also include a requirement that the Contractor meets the costs of that inspection or attendance of work during such varied times approved by the Superintendent.

1.09 EXTENSIONS OF TIME FOR PRACTICAL COMPLETION

1.09.1 Delete Clause 35.5 and replace with the following.

35.5 Extension of Time for Practical Completion

- (1) When it becomes evident to the Contractor that anything, including an act or omission of the Principal, the Superintendent or the Principal's employees, consultants, other contractors or agents, may delay the work under the Contract, the Contractor shall promptly notify the Superintendent in writing with details of the possible delay and the cause.
- (2) When it becomes evident to the Principal that anything which the Principal is obliged to do or provide under the Contract may be delayed, the Principal shall give notice to the Superintendent who shall notify the Contractor in writing of the extent of the likely delay.
- (3) If the Contractor is or will be delayed in reaching Practical Completion, the Contractor will be entitled to an extension of time for Practical Completion for the number of days assessed by the Superintendent, if the Contractor satisfies the Superintendent that all of the following conditions have been met:
 - (a) the Contractor has taken all reasonable steps to preclude the occurrence of the cause and minimise the consequences of the delay;
 - (b) the cause of the delay is a cause described in paragraph (5); and
 - (c) the Contractor has given to the Superintendent each of the following notices:
 - (i) within 14 days of the commencement of the delay, a notice of the delay, its cause, relevant facts and the expected impact ("**Delay Notice**"); and
 - (ii) concurrently with the notice under paragraph (i), or otherwise within 28 days of the commencement of the delay, a claim ("**EOT Claim**") for an extension of time for Practical Completion that:
 - (A) specifies the number of days claimed;
 - (B) specifies how the Contractor will or has been delayed;
 - (C) specifies any other information sufficient for the Superintendent to assess the claim; and
 - (D) notifies whether the Contractor intends to submit a claim for delay costs, and if so the grounds (including clause reference) it intends to rely upon.
- (4) If the delay continues for more than 28 days and the Contractor wishes to claim further extensions of time, it must notify the Territory of the ongoing nature of the delay and provide an update of relevant facts expected impact, every 14 days thereafter, until the delay ends.
- (5) The causes are –

- (a) events occurring on or before the Date for Practical Completion which are beyond the reasonable control of the Contractor including but not limited to industrial actions or inclement weather;
- (b) any of the following events whether occurring before, on, or after the Date for Practical Completion –
 - (i) delays caused by the Principal, the Superintendent, or the Principal’s employees, consultants, other contractors or agents;
 - (ii) [not used];
 - (iii) latent conditions;
 - (iv) variations directed under Clause 40;
 - (v) repudiation or abandonment by a Nominated Subcontractor;
 - (vi) changes in the law;
 - (vii) directions by municipal, public or statutory authorities but not where the direction arose from the failure of the Contractor to comply with a requirement referred to in Clause 14.1;
 - (viii) delays by municipal, public, or statutory authorities not caused by the Contractor;
 - (ix) claims referred to in Clause 17.1(v);
 - (x) any breach of the Contract by the Principal;
 - (xi) any other cause which is expressly stated in the Contract to be a cause for extension of time for Practical Completion.
- (6) Where more than one event causes concurrent delays and the cause of at least one of those events, but not all of them, is not a cause referred to in paragraph (5), then to the extent that the delays are concurrent, the Contractor is not entitled to an extension of time for Practical Completion.
- (7) In determining whether the Contractor is or will be delayed in reaching Practical Completion regard shall not be had to:
 - (a) whether the Contractor can reach Practical Completion by the Date for Practical Completion without an extension of time; or
 - (b) whether the Contractor can, by committing extra resources or incurring extra expenditure, make up the time lost.
- (8) If the Contractor is entitled to an extension of time for Practical Completion the Superintendent shall, within 14 days after receipt of an EOT Claim complying with paragraph (3)(c)(ii), grant a reasonable extension of time.

- (9) If the Superintendent does not grant the full extension of time claimed it will notify the Contractor of the reasons.
- (10) Notwithstanding that the Contractor is not entitled to an extension of time the Superintendent may, in its absolute discretion, at any time and from time to time before the issue of the Final Payment Claim, by notice in writing to the Contractor, extend the time for Practical Completion for any reason.
- (11) An extension of time by the Superintendent pursuant to clause (10) in circumstances where the Contractor did not have, or no longer had, an entitlement to an extension of time does not constitute a grant to the Contractor of an extension of time for the purposes of Clause 36 (Delay Costs).
- (12) A delay by the Principal or failure of the Superintendent to grant a reasonable extension of time within 28 days shall not cause the Date for Practical Completion to be set at large, but nothing in this paragraph shall prejudice any right of the Contractor to damages.
- (13) Despite paragraph (3), the Contractor will not be entitled to claim an extension of time under the Contract until the Contractor has submitted a construction program in accordance with Special Condition 3.03.1 or Special Condition 8.04.1, as applicable.
- (14) If an extension of time is granted under this clause, and the Contractor may be entitled to delay costs under the Contract, the Contractor will not be entitled to those costs with respect to any days prior to date on which the construction program is submitted in accordance with Special Condition 3.03.1 or Special Condition 8.04.1, as applicable.
- (15) An extension of time will only granted for delays occurring on days on which the Contractor usually carries out work for the Contract.

1.10 DELAY COSTS

1.10.1 Clause 36 is amended to remove all instances of the words “or disruption”.

1.10.2 Clause 36 is qualified by the following:

An event referred to in Clause 35.5(5)(b)(i) is an event which relates solely to the Contract.

1.10.3 Clause 36 is amended to replace the reference to “Clause 35.5(b)(i)” with “Clause 35.5(5)(b)(i)”.

1.10A VARIATIONS TO THE WORK

1.10A.1 Clause 40 is deleted and replaced with the following.

40 VARIATIONS

40.1 Variations to the Work

(1) The Superintendent may direct the Contractor to –

(a) increase, decrease, or omit any part of the work under the Contract;

- (b) change the character or quality of any material or work;
 - (c) change the levels, lines, positions or dimensions of any part of the work under the Contract;
 - (d) execute additional work; and/or
 - (e) demolish or remove material or work no longer required by the Principal.
- (2) The Contractor shall, within 7 days of a direction under paragraph (1), advise the Superintendent of:
- (a) the effect which the Contractor anticipates that the variation will have on the construction program and time for Practical Completion; and
 - (b) its estimate of the cost (including delay costs, if any) of the variation.
- (3) The Contractor must not begin to carry out the work the subject of a variation until:
- (a) the effect on the time for Practical Completion (if any) is determined by the Superintendent in accordance with Clause 35.5; and
 - (b) the price (including of any delay costs, if any) for the variation has been agreed or determined in accordance with Clause 40.3.
- (4) The Superintendent may direct the Contractor to proceed notwithstanding that the matters set out in paragraph (3) have not been resolved, in which case the parties must endeavour to resolve those matters as soon as practicably thereafter.
- (5) An estimates advice by the Contractor under, and which complies with paragraph (2) above or Clause 40.2 (as the case may be) will constitute a Delay Notice and an EOT Claim for the purposes of Clause 35.5, with respect to any delay to Practical Completion claimed by the Contractor as a result of that variation.
- (6) If the Contractor fails to include, or indicates there will not be, delay to Practical Completion in its estimates advice under paragraph (2), Clause 40.2 or Clause 40.6, it is barred from later claiming an extension of time for Practical Completion (and accordingly from claiming delay costs) with respect to that variation.
- (7) If the Contractor fails to include, or indicates there will not be, delay costs in its estimate of price advice under paragraph (2), Clause 40.2 or Clause 40.6 it is barred from later claiming delay costs with respect to that variation.
- (8) The Contractor shall not vary the work under the Contract except as directed by the Superintendent or approved in writing by the Superintendent under Clause 40.
- (9) The Contractor is bound only to execute a variation which is within the general scope of the Contract.
- (10) The Contractor shall not be bound to execute a variation directed after Practical Completion unless the variation is in respect of rectification work referred to in Clause 37.

- (11) A direction or approval of a variation by the Superintendent under Clause 40 that includes an extension of time to Practical Completion constitutes a grant of an extension of time for Practical Completion for the number of days assessed by the Superintendent, for the purposes of Clause 35.5.
- (12) Where a variation is directed or approved by the Superintendent under Clause 40, the Contractor must take all reasonable steps to carry out the work concurrently with other work whenever possible and will otherwise minimise the effect of the variation on the Date for Practical Completion.

40.2 Proposed Variations

- (1) Upon receipt of a notice in writing from the Superintendent advising the Contractor of a proposed variation, the Contractor shall advise the Superintendent within 7 days of the notice whether the proposed variation can be effected. If the variation can be effected, the Contractor shall, within 14 days of the notice from the Superintendent –
 - (a) advise the Superintendent of the effect which the Contractor anticipates that the variation will have on the construction program and time for Practical Completion; and
 - (b) provide an estimate of the cost (including delay costs, if any) of the proposed variation.
- (2) The Principal shall reimburse the Contractor for the reasonable costs of complying with the requirements of Clause 40.2.

40.3 Pricing the variation

- (1) Unless the Superintendent and the Contractor agree upon the price (including of delay costs, if any) for a variation, the variation directed or approved by the Superintendent under Clause 40.1 (including one that was originally the subject of a proposed variation under Clause 40.2) shall be valued under Clause 40.5.
- (2) The Superintendent may direct the Contractor to provide a detailed quotation for the work required by a variation supported by measurements or other evidence of cost.
- (3) The Contractor's only remedies for delay or interference of any nature whatsoever as a result of a variation directed or approved under clause 40.1, 40.2 or 40.6 are an extension of time for Practical Completion in accordance with Clause 35.5, and such extra costs (delay costs) as are necessarily incurred by the Contractor by reason of the delay in accordance with Clause 36.
- (4) Without limiting any other provision in the Contract, the Contractor is not entitled to costs for delay as a result of a variation if:
 - (a) an extension of time is not granted by the Superintendent for the purposes of clause 35.5 in respect of that variation; or
 - (b) the Contractor fails to include delay costs in its cost estimate of the variation under Clause 40.1, Clause 40.2 or 40.6.

40.4 Variations for the Convenience of the Contractor

If the Contractor requests the Superintendent to approve a variation for the convenience of the Contractor, the Superintendent may do so in writing at its absolute discretion. The approval may be conditional.

40.5 Valuation

- (1) Where the Contract provides that a valuation shall be made under Clause 40.5, the Principal shall pay or allow the Contractor or the Contractor shall pay or allow the Principal as the case may require, an amount ascertained by the Superintendent as follows –
 - (a) if the Contract prescribes specific rates or prices to be applied in determining the value, those rates or prices shall be used;
 - (b) if subparagraph (1)(a) does not apply, the rates or prices in a Priced Bill of Quantities or Schedule of Rates shall be used to the extent that it is reasonable to use them;
 - (c) to the extent that neither subparagraphs (1)(a) or (1)(b) apply, reasonable rates or prices shall be used in any valuation made by the Superintendent;
 - (d) in determining the deduction to be made for work which is taken out of the Contract, the deduction shall include an amount for profit and overheads calculated based on the percentage referred to in the Annexure to the General Conditions of Contract;
 - (e) if the valuation is of an increase or decrease in a fee or charge or is a new fee or charge under Clause 14.3, the value shall be the actual increase or decrease or the actual amount of the new fee or charge without regard to overheads or profit;
 - (f) if the valuation relates to extra costs incurred by the Contractor for delay for which an extension of time to Practical Completion has been granted under Clause 35.5, the valuation shall include a reasonable amount for overheads but shall not include profit or loss of profit;
 - (g) if Clause 11(b) applies, the percentage referred to in Clause 11(b) shall be used for valuing the Contractor's profit and attendance; and
 - (h) daywork shall be valued in accordance with Clause 41.
- (2) When under clause 40.3 the Superintendent directs the Contractor to support a variation with measurements and other evidence of costs, the Superintendent shall allow the Contractor the reasonable cost of preparing the measurements or other evidence of cost that has been incurred over and above the reasonable overhead cost.

40.6 Alleged variations

- (1) If the Contractor considers that a variation to the Works is necessary (for example, due to an instruction or other action of the Superintendent or Principal) but the Superintendent has not directed a variation, the Contractor must notify the Superintendent within 28 days after the Contractor should reasonably have known that a variation is necessary.
- (2) If the Superintendent determines a variation is necessary, the Superintendent will confirm the variation in writing in accordance with Clause 40.1(1).
- (3) If the Superintendent does not agree that a variation applies, all issues relating to the claimed variation must be dealt with under Clause 47.
- (4) If the Contractor fails to notify the Superintendent of the alleged variation within 28 days after the Contractor should reasonably have known that a variation is necessary, the Contractor is barred from bringing a claim with respect to the alleged variation.

1.11 PAYMENT FOR UNFIXED IMPORTED PLANT AND MATERIALS

See new Clause 42.4 (Part 1.12 of Amendments to AS2124 – 1992).

1.12 PAYMENT CLAIMS, PAYMENT SCHEDULES AND TIME FOR PAYMENT

Delete Clause 42 and replace with the following:

42 CERTIFICATES AND PAYMENTS

42.1 PAYMENT CLAIMS AND PAYMENT SCHEDULES

- (1) At the times for Payment Claims stated in the Annexure and upon issue of a certificate of Practical Completion and within the time prescribed by Clause 42.7, the Contractor shall give to the Principal (with a copy to the Superintendent) Payment Claims supported by evidence of the amount due to the Contractor and such information as the Principal may reasonably require. Payment Claims shall include:
 - (a) identification of work to which the Payment Claim relates; and
 - (b) the amount of the claim, determined by reference to the value of work carried out by the Contractor in the performance of the Contract to that time together with all amounts then due to the Contractor arising out of or in connection with the Contract or for any alleged breach of the Contract.
- (2) Payment Claims must be accompanied by:
 - (a) all relevant calculations;
 - (b) a completed statutory declaration provided in accordance with both Clause 43 and, if applicable, Special Condition 6.01 together with all required certificates as required under the Contract;
 - (c) conformance records showing conformance with particular requirements of the Contract, as provided in the Contract, and the Certificates in the form of a Certificate of Compliance signed by the Contractor and also by any consultants involved in the work, verifying that all work has been done in accordance with the Contract; and

- (d) any other information specified in the Contract to be supplied with the Payment Claim.
- (3) Payment Claims must not include amounts for:
 - (a) work or materials not yet incorporated into the Works; and
 - (b) claims not agreed to by the Principal or claims not yet determined.
- (4) When given a Payment Claim by the Contractor, the Principal must within ten Business Days:
 - (a) if it agrees with the Payment Claim, adopt it as its assessment, and, may choose to give the Contractor a Payment Schedule; or
 - (b) if it disagrees with the Payment Claim, give to the Contractor a Payment Schedule.
- (5) In the Payment Schedule the Principal must:
 - (a) identify the Payment Claim to which it relates;
 - (b) indicate the amount of the payment (if any) that the Principal proposes to make; and
 - (c) if the amount of payment is less than the amount claimed in the Payment Claim, indicate why it is less and the reasons for withholding payment.
- (6) The Principal shall allow in any Payment Schedule issued pursuant to this Clause 42.1 or any Final Payment Schedule issued pursuant to Clause 42.8 or a certificate issued pursuant to Clause 44.6, amounts paid under the Contract and amounts otherwise due from the Principal to the Contractor and/or due from the Contractor to the Principal arising out of or in connection with the Contract including but not limited to any amount due or to be credited under any provision of the Contract.
- (7) If the amount which the Principal proposes to pay is less than the amount claimed in the Payment Claim the Contractor may give notice under Clause 47, and if the Payment Claim is made under BCISPA, the Contractor may apply for adjudication for the difference.
- (8) Reasons why the amount specified in the Payment Schedule may be less than the amount claimed in the Payment Claim or for withholding payment may include (but are not limited to):
 - (a) disagreement with the amount claimed in the Payment Claim;
 - (b) progressive retention of any amount required as security, retention money or a particular undertaking in accordance with Clause 5;
 - (c) the costs and estimated costs associated with remedying defects;
 - (d) amounts the Principal is otherwise entitled to withhold, set-off or otherwise deduct; and

- (e) exclusion of amounts the Principal has not agreed, or is not required to pay in connection with any provision of the Contract.
- (9) If the Contractor fails to make a Payment Claim under Clause 42, the Principal may nevertheless issue a payment certificate, identifying the value of work the Principal believes has been carried out by the Contractor since the date of the last claim, or the commencement of the Contract, whichever is the latter.
- (10) Subject to the provisions of the Contract, including but not limited to:
 - (a) Special Condition 12.01.2; and
 - (b) receipt by the Principal of each of the items specified at Clause 42.1(2),the Principal shall, within 28 days of receipt of a Payment Claim, pay to the Contractor, or the Contractor shall pay to the Principal as the case may be, the amount shown in the Payment Schedule as due to the Contractor or to the Principal as the case may be, or if no Payment Schedule has been given, the Principal shall pay the amount in the Payment Claim.
- (11) Payment by the Principal is not evidence that the Principal accepts the value, quantity or quality of work or that the Contractor has complied with the Contract or that the Contractor has any particular entitlement, and is payment on account only. Payments made by the Principal do not affect or prejudice either the Principal's or the Contractor's rights, powers, remedies or defences and are subject to review pursuant to the provisions of Clause 47 or otherwise as permitted by the Contract or by law.
- (12) Notwithstanding paragraph (3)(a) above and Clause 42.4, the Principal shall be required to pay for an item of unfixed plant and materials where that item is listed in the Annexure and which is not an item to be imported into Australia, provided the Contractor establishes to the satisfaction of the Principal that the Contractor has paid for the item, the item is free of all encumbrances (including any security interests) and the item is properly stored, labelled the property of the Principal and adequately protected.
- (13) Upon payment to the Contractor of the amount which includes the value of the item, the item shall be the property of the Principal free from any encumbrance, lien or charge (including any security interest).
- (14) Except as provided in the Contract, the Principal shall not be required to pay for any item of unfixed plant and materials which is not incorporated in the Works.

42.2 CORRECTION OF PAYMENT SCHEDULES

At any time, provided that it is permitted by law, the Principal may by a further Payment Schedule correct any error which has been discovered in any previous Payment Schedule, other than a Certification of Practical Completion or Final Payment Schedule.

42.3 RETENTION MONEYS

Not used – see Special Condition of Contract 8.02.

42.4 UNFIXED PLANT AND MATERIALS

Select from any of the following three alternatives:

Alternative 1

If the Contractor claims payment for plant and materials intended for incorporation in the Works but not incorporated, the Principal shall not be required to make payment for the plant or materials unless the Contractor provides additional security in one of the forms provided by Clause 5.3 in an amount equal to the payment claimed for the plant or materials.

Alternative 2

If the Contractor claims payment for plant or materials intended for incorporation in the Works but not incorporated the Principal shall not be required to make payment for such plant or materials but the Principal may make payment if the Contractor establishes to the satisfaction of the Superintendent that:

- (a) such plant or materials have reasonably but not prematurely been delivered to or adjacent to the Site;
- (b) ownership of such plant and materials will pass to the Principal upon the making of the payment claimed;
- (c) such plant or materials are property stored, labelled the property of the Principal and adequately protected; and
- (d) the plant or materials the subject of the claim are free from any encumbrance (including any security interest pursuant to the *Personal Property Securities Act 2009* (Cth)),

and the Contractor must provide evidence

Alternative 3

The Contractor shall not be entitled to payment for plant or materials not incorporated in the Works.

42.5 CERTIFICATE OF PRACTICAL COMPLETION

- (1) The Contractor shall give the Superintendent at least 14 days notice of the date upon which the Contractor anticipates that Practical Completion will be reached.
- (2) When the Contractor is of the opinion that Practical Completion has been reached, the Contractor shall in writing request the Superintendent to issue a Certificate of Practical Completion. Within 14 days of the receipt of the request, the Superintendent shall give to the Contractor and to the Principal a Certificate of Practical Completion certifying the Date of Practical Completion or give the Contractor in writing the reasons for not issuing the Certificate.
- (3) When the Superintendent is of the opinion that Practical Completion has been reached, the Superintendent may issue a Certificate of Practical Completion whether or not the Contractor has made a request for its issue.

42.6 EFFECT OF PAYMENT SCHEDULE

The giving of a Payment Schedule or a Certificate of Practical Completion shall not constitute approval of any work or other matter nor shall it prejudice any claim by the Principal or the Contractor.

42.7 FINAL PAYMENT CLAIM

- (1) Within 28 days after the expiration of the Defects Liability Period, or where there is more than one, the last to expire, the Contractor shall give the Principal a Final Payment Claim and endorse it 'Final Payment Claim'.
- (2) The Contractor shall include in the Final Payment Claim all monies which the Contractor considers to be due from the Principal under or arising out of the Contract or any alleged breach of the Contract.
- (3) After the expiration of the period for giving a Final Payment Claim, any claim which the Contractor could have made against the Principal and has not been given shall be barred, subject to any contrary provision in BCISPA (if it applies to the Contract).

42.8 FINAL PAYMENT SCHEDULE

- (1) Within 14 days after receipt of the Contractor's Final Payment Claim or, where the Contractor fails to give such a claim, the expiration of the period specified in Clause 42.7 for the giving of the Final Payment Claim by the Contractor, the Principal shall give to the Contractor a Final Payment Schedule endorsed 'Final Payment Schedule'. In the Final Payment Schedule the Principal shall certify the amount which in the Principal's opinion is finally due from the Principal to the Contractor or from the Contractor to the Principal under or arising out of the Contract or any alleged breach of the Contract.
- (2) Unless either party, either before the Final Payment Schedule has been given or not later than 15 days after the giving of the Final Payment Schedule, serves a notice of dispute under Clause 47, the Final Payment Schedule shall be evidence in any proceedings of whatsoever nature and whether under the Contract or otherwise between the parties arising out of the Contract, that the Works have been completed in accordance with the terms of the Contract and that any necessary effect has been given to all the terms of the Contract which require additions or deductions to be made to the Contract Sum, except in the case of:
 - (a) fraud, dishonesty or fraudulent concealment relating to the Works or any part of the Works or to any matter dealt with in the Final Payment Schedule;
 - (b) any defect (including omission) in the Works or any part of the Works which was not apparent at the end of the Defects Liability Period, or which would not have been disclosed upon reasonable inspection at the time of issue of the Final Payment Schedule; or
 - (c) any accidental or erroneous inclusion or exclusion of any work, plant, materials or figures in any computation or any arithmetical error in any computation.

- (3) Within 14 days after the giving of a Final Payment Schedule which certifies a balance owing by the Principal to the Contractor, the Principal shall release to the Contractor any retention monies or security then held by the Principal.

42.9 INTEREST ON OVERDUE PAYMENTS

- (1) A party which fails to make a payment by the time or by the last day of the period prescribed by the Contract must pay interest to the other party for the period that the payment is late. The rate of interest payable will be determined under sub-clause (2) or (3) as applicable.
- (2) Where the Principal has failed to make a payment, the rate of interest will be as determined under the *Government Procurement Act 2001* (ACT).
- (3) Where the Contractor has failed to make a payment, interest on monies owed is payable at the rate of interest applying from time to time under the *Court Procedure Rules 2006*, Schedule 2 Part 2.2 (Interest after judgement) as if the unpaid amount were a judgement of the Supreme Court.

42.10 SET OFFS BY THE PRINCIPAL

If the Principal claims a sum under or arising out of the Contract or any other contract between the parties or between the Contractor and any other Territory entity as defined in section 3(1) of the *Government Procurement Act 2001* (ACT), the Principal may:

- (1) withhold, deduct or set-off the claimed sum against any sum to which the Contractor is otherwise entitled under or arising out of the Contract; and/or
- (2) without limiting Special Condition 8.02, make a demand against any security or retention monies provided under the Contract for any amount of the claimed sum in excess of the sum to which the Contractor is then otherwise entitled.

42.11 NOT USED

42.12 ADDITIONAL INTERPRETATION

In the Contract except where the context otherwise requires:

‘BCISPA’ means the *Building and Construction Industry (Security of Payment) Act 2009* (ACT).

‘Business Day’ means any day other than a Saturday, Sunday, public holiday in the Australian Capital Territory or 27, 28, 29, 30 or 31 December.

‘Final Payment Claim’ means the Payment Claim given by the Contractor to the Principal in accordance with Clause 42.7.

‘Final Payment Schedule’ means the Payment Schedule given in response to a Final Payment Claim.

‘Payment Claim’ means a claim for payment given by the Contractor to the Principal in accordance with Clause 42.

‘Payment Schedule’ means a Principal’s reply to a Payment Claim given in accordance with Clause 42.

1.13 INTEREST ON OVERDUE PAYMENTS

Not used – see Clause 42.9

1.14 TIME FOR NOTIFICATION OF CLAIMS

1.14.1 Clause 46 is amended as follows.

In the second paragraph delete the words “42 days” and substitute the words “28 days”.

1.14.2 Clause 46.2(b) is deleted and replaced with the following.

46.2 Time for Disputing Superintendent’s Direction

If the Superintendent has given a direction (other than a direction under Clause 47.2) pursuant to the Contract, the direction shall not be disputed by the Contractor unless a notice of dispute in accordance with Clause 47.1 is given by the Contractor to the Principal and to the Superintendent within 28 days after the date on which the relevant direction was given.

1.14.3 A new clause 46.3 is included as follows.

46.3 Time for notifications of claims prior to Practical Completion

Without limiting any other provision of the Contract, any claim not previously brought which the Contractor is, as at the Date of Practical Completion, entitled under the Contract to bring, must be brought within 56 days after the Date of Practical Completion. Otherwise it is barred subject to any contrary provision in BCISPA (if it applies to the Contract).

1.15 ANNEXURES TO THE GENERAL CONDITIONS OF CONTRACT

Annexure Part A in AS2124-1992, pages 42 to 45, is replaced by the Annexure contained in this Contract. The Separable Portions page of Annexure Part A, in AS2124-1992, page 46, is replaced by Special Condition of Contract 8.03. Annexure Part B, in AS2124-1992, page 48, is replaced by Amendments to AS2124 – 1992 General Conditions of Contract, and the Special Conditions of Contract.

1.16 APPROVED FORM OF UNCONDITIONAL UNDERTAKING

Not used – see Special Condition 8.02

1.17 CONDITIONS OF TENDERING

The Australian Standard General Conditions of Tendering contained in AS2125 are replaced by the conditions of tendering contained in the RFT Documents.

1.18 TENDER FORM

The Tender Form contained in AS2125 is replaced by the Form of Tender contained in the RFT Documents.

1.19 FORMAL INSTRUMENT

The Australian Standard Form of Formal Instrument of Agreement set out in AS2127 is replaced by the Formal Instrument of Agreement contained in the RFT Documents.

1.19A ADJUSTMENT ON COMPLETION OF THE WORK TAKEN OUT OF THE HANDS OF THE CONTRACTOR

1.19A.1 Clause 44.5 is amended by addition of the following clauses:

Prior to the issue of a certificate under clause 44.6, the Principal may require the Superintendent to make provisional assessments of costs incurred or likely to be incurred by the Principal in completing the work. If those costs are assessed as likely to be greater than the amount that would have been paid to the Contractor if it completed the work, then without limiting Special Condition 8.02, the Principal may have recourse to security or retention monies.

In ascertaining any amounts payable by one party to the other for the purposes of the certificate issued under clause 44.6, the Principal will inform the Superintendent, and the Superintendent will take into account, any amount of security or retention monies that was accessed by the Principal following any provisional assessment.

1.20 INSOLVENCY

1.20.1 Delete Clause 44.11 and substitute the following:

44.11 Insolvency

If a party –

- (a) becomes insolvent;
- (b) informs the other party in writing or creditors generally that it is insolvent;
- (c) commits an act of bankruptcy;
- (d) has a bankruptcy petition presented against it;
- (e) is made bankrupt;
- (f) has a meeting of its creditors called with a view to:
 - (i) entering a scheme of arrangement or composition with creditors; or
 - (ii) entering a deed of company arrangement;
- (g) has a deed of assignment or deed of arrangement made, or accepts a composition, or is required to present a debtor's petition or execute a personal insolvency agreement, or has a sequestration order made, under Part X of the *Bankruptcy Act 1966* (Cth);
- (h) enters into a deed of company arrangement with creditors;

- (i) has a liquidator, provisional liquidator, controller, receiver, receiver and manager or administrator appointed or a mortgagee take possession of any of its property;
- (j) is the subject of an application to a court for its winding up, which application is not stayed within 14 days;
- (k) is subject to a winding up order;
- (l) resolves by special resolution that it be wound up voluntarily (other than for a member's voluntary winding up);
- (m) has an execution levied against it by a creditor; or
- (n) makes any arrangement with its creditors or takes advantage of any statute for the relief of insolvent debtors –
 - (i) where the other party is the Principal, the Principal may, without giving a notice to show cause, exercise the rights under Clause 44.4(a) or Clause 44.4(b);
 - (ii) where the other party is the Contractor, the Contractor may, without giving a notice to show cause, exercise the right under Clause 44.9.

The rights given by Clause 44.11 are in addition to any other rights and may be exercised notwithstanding that there has been no breach of contract.

1.21 PAYMENT OF WORKERS AND SUBCONTRACTORS

1.21.1 Clause 43 is amended by deleting the reference to 'Payment Certificate' and substituting 'Payment Schedule'

1.21.2 Clause 43 (b) – is amended by deleting the reference to 'claim for payment' and substituting 'Payment Claim'.

1.22 TERMINATION BY FRUSTRATION

Clause 45 (a) is amended by deleting the reference to 'progress claim' and substituting 'Payment Claim'.

SPECIAL CONDITIONS OF CONTRACT

PART 2 DOCUMENTS

2.01 DRAWINGS AND INFORMATION FOR PRACTICAL COMPLETION

RESERVED, see Special Conditions of Contract Clause 3.09

2.02 DIMENSIONS AND LEVELS

2.02.1 The layout of plant and equipment as shown on the Drawings is diagrammatic only. The Contractor must obtain measurements and other information necessary to carry out the Works.

2.02.2 If the Works include alterations and/or additions to existing work, the Contractor must verify the dimensions of the existing work before proceeding and must notify the Superintendent of all discrepancies.

2.02.3 Spot levels will take precedence over contour lines and ground profile lines.

2.03 CONTRACTOR'S DOCUMENTS

If the Contract requires the Contractor to supply documents such as shop drawings, technical schedules, or other written information, they must be supplied by the Contractor promptly and in sufficient time for examination by the superintendent, and revision if necessary, to occur before they are required for use.

2.04 WORK-AS-EXECUTED DRAWINGS

2.04.1 Unless the Superintendent gives the Contractor written notice that work as executed drawings are not required, the Contractor must prepare drawings showing the "as constructed/installed" construction elements, plant, equipment and the like as required. The information shown on the work-as-executed drawings must include any variation to the Drawings by co-ordinate or chainage and off-set of all constructed works including invert levels of pipes, ducts and conduits at all structures and terminations.

2.04.2 Unless the Superintendent gives the Contractor written notice that operation and maintenance manuals are not required under the Contract, the Contractor must include in each manual a copy of each work-as-executed drawing relevant to that portion of the Works, revised to show any changes necessary for the satisfactory operation and maintenance of plant and equipment.

2.05 OWNERSHIP AND USE OF CONTRACT MATERIAL

2.05.1 In this Contract:

- (a) **"Contract Material"** means all material created, written or otherwise brought into existence as part of, or for the purpose of undertaking the Works including, but not limited to, all reports (whether in draft or final form), documents, equipment, information and data stored by any means;

- (b) **“Contractor’s Material”** means any material owned by the Contractor and used for the purpose of undertaking the Works; and
 - (c) **“Principal’s Material”** means any material provided by the Principal to the Contractor for the purposes of this Contract including, but not limited to, documents, equipment, information and data stored by any means.
- 2.05.2 Ownership of all Contract Material, including intellectual property rights, vests on its creation in the Principal.
- 2.05.3 The Contractor must ensure that:
- (a) the Contract Material is used only for the purpose of this Contract;
 - (b) the use of any Contract Material will not infringe the intellectual property rights of any third party; and
 - (c) no fees, royalties or other payments are payable in respect of any third party rights as a result of the Principal’s (or any permitted user’s) use of any Contract Material.
- 2.05.4 Principal’s Material will remain the property of the Principal and the Contractor must only use that material for the purpose of carrying out the Works and otherwise in accordance with any conditions notified to it by the Principal.
- 2.05.5 Contractor’s Material remains the property of the Contractor and the Contractor grants to the Principal a perpetual, royalty-free licence to use the Contractor’s Material to the extent necessary for the Principal to obtain the full intended benefit of this Contract including the use of the Contract Material.
- 2.05.6 The Contractor must ensure the safe keeping and proper preservation of Contract Material and Principal’s Material (other than copies of material that the Principal has authorised the Contractor to retain).
- 2.05.7 On the expiration or earlier termination of this Contract or as otherwise specified in this Contract, the Contractor will deliver to the Principal all Contract Material.
- 2.05.8 For the purpose of this Clause 2.05, use (including used) includes supply, reproduce, publish, perform, communicate, broadcast, adapt and copy.

PART 3 QUALITY ASSURANCE

3.01 INTERPRETATION

Terms used in Part 3 and Special Conditions of Contract Clause 8.03 have the meanings attributed to such terms as in AS2124-2 and the latest edition, as amended, of Australian Standards HB90.3-2000. If a term has a meaning attributed to it by both AS2124-1992 and HB90.3-2000, the meaning in AS2124-1992 will prevail.

3.02 QUALITY SYSTEM REQUIREMENTS

3.02.1 The Contractor must:

- (a) implement and maintain a quality system for the Works (“Quality System”) which:
 - (i) is listed on the Joint Accreditation System of Australia & New Zealand (JAS-ANZ) register as having current third party certification in accordance with the latest edition, as amended, of AS/NZS ISO 9001; or
 - (ii) has been assessed as suitable for the award of current ACT Government prequalification; and
- (b) provide the Superintendent and Principal with access at all times to the Contractor’s and each of the Subcontractor’s Quality Systems to enable monitoring and quality auditing.

3.02.2 The implementation of Quality Systems will not relieve the Contractor of its obligations under the Contract.

3.02.3 Specific quality requirements are included in the Specification and the forms/tables listed on Quality Requirements Index Form USF944. The Quality System requirements of the Technical Specification will take precedence over the requirements of this Part 3 - Quality Assurance.

3.03 PROJECT QUALITY PLAN AND PROGRAM OF WORK

3.03.1 The Contractor must prepare and supply to the Superintendent for direction as to its suitability a project quality plan (“PQP”) in accordance with Clause 8.4 of AS2124-1992. That plan must be provided no later than 7 days before commencing work on site and must specify:

- (a) the quality objectives to be attained for the Works;
- (b) the specific procedures, methods and work instructions to be applied;
- (c) the proposed construction program;
- (d) the procurement plan (materials and services);
- (e) key staff and responsibilities;
- (f) staff induction and training plan;
- (g) the inspection and testing plan;
- (h) schedule of forecast monthly Payment Claims;
- (i) schedule of proposed quality records to be submitted;
- (j) audit program; and
- (k) other measures necessary to meet the quality objectives including a method for changes and modifications to the PQP as the Works are carried out.

3.03.2 The PQP must specify a construction program consistent with the Contract showing:

- (a) the sequence of work under the Contract;
- (b) the Principal’s nominated milestone control points;

- (c) the critical path of activities related to the work under the Contract;
- (d) proposed staging of the Works, including the dates by which or the time within which the various stages or portions of the Work are to be executed; and
- (e) any other information which the Specification requires be included in the construction program.

3.03.3 The Contractor must review the construction program each month and submit any revision for the Superintendent's acceptance taking into account actual progress, any changed circumstances and the effects of delays and any extensions of time to Practical Completion granted or notified.

3.03.4 The Contractor must mount and display in the Contractor's site office a bar chart or network diagram based on the construction program and maintain it so that it accurately depicts the progress of the Works.

3.03.5 The Superintendent will notify the Contractor as to the suitability of the submitted PQP. The PQP will be taken as suitable if the Superintendent has not responded within 7 days.

3.03.6 The acceptance by the Superintendent of the Contractor's PQP does not relieve the Contractor of its obligation to comply with and demonstrate compliance with the Specification.

3.04 INSPECTION AND TEST PLANS

3.04.1 Unless otherwise permitted by the Superintendent, the Contractor must submit inspection and test plans ("ITPs") to the Superintendent for direction as to their suitability in accordance with Clause 8.4 of AS2124-1992, no later than the date specified in, and in accordance with, Table 1 of Form USF960.

3.04.2 The Contractor may progressively submit to the Superintendent for review and acceptance Inspection and Test Plans which meet the requirements of the Works milestone control point dates in accordance with the requirements of Table 1 of Form USF960, "Document Submission".

3.04.3 The Contractor will be notified by the Superintendent as to whether or not the Superintendent has accepted as suitable the proposed ITPs. If the Superintendent does not accept the proposed ITPs the Contractor must submit revised proposed ITPs for direction as to their suitability by the Superintendent.

3.04.4 Despite the requirements of Clause 31.3 of AS2124-1992, the Contractor must plan and undertake the inspections and tests to determine that the Works have been constructed in accordance with the Contract. The Contractor must ensure that the ITPs requires the Contractor to inspect and test the characteristics and observe the criteria specified by the Contract.

3.04.5 The acceptance by the Superintendent of the Contractor's ITPs does not relieve the Contractor of its obligation to comply with and demonstrate compliance with the Specification.

3.05 INSPECTION AND TESTING EQUIPMENT

- 3.05.1 The Contractor must ensure that inspection, measuring and test equipment (“IMTE”) used by the Contractor and Subcontractors for verifying that the Works meet the requirements of the Contract is calibrated in accordance with AS10012-2004 “Requirements For Measurement Processes and Measuring Equipment”.
- 3.05.2 If IMTE has not been calibrated within the 6 months prior to use on the Works, the IMTE must be recalibrated, unless the Superintendent determines in writing that due to the nature and circumstances of use of the IMTE the current calibration is acceptable.
- 3.05.3 The Contractor must make available records of calibration of IMTE to the Superintendent on request by the Superintendent.

3.06 TESTING

- 3.06.1 At any witness and/or hold points identified in Form USF960, Table 8 “Witness/Hold Points”, the Contractor must provide the period of notice referred to in Form USF960 in respect of each witness and/or hold point to the Superintendent. The inspection and tests in respect of witness points may be carried out by the Contractor without the attendance of the Superintendent.
- 3.06.2 Unless otherwise specified or approved, the Contractor must carry out all testing under the Contract by a laboratory which is registered for the inspection or testing required at the witness and/or hold point with the National Association of Testing Authorities. The Contractor must store and distribute the test certificates and other inspection records in the manner specified by Form USF960, Table 11 “Quality Records”.

3.07 NONCONFORMING WORK

- 3.07.1 If the Contractor discovers, or is notified of any material or work, which is not in accordance with the Contract, the Contractor must promptly initiate the corrective action procedure required by the Contractor’s Quality System.
- 3.07.2 If the Contractor proposes to use or carry out any nonconforming materials or work which varies the requirement of the Contract, that proposal must be submitted in writing to the Superintendent. Nonconforming materials or work must be approved by the Superintendent in writing before the material or work which it represents is covered up or incorporated in the Works.

3.08 SURVEILLANCE AND MONITORING

- 3.08.1 The Contractor must ensure, by surveillance, monitoring and audit, that each of the Subcontractors engaged to carry out the Works has established and maintains a Quality System which will enable the Subcontractor to meet the Contractor’s obligations under the Contract.
- 3.08.2 Alternatively, the Contractor must include within the Contractor’s own Quality System, the activities of Subcontractors.
- 3.08.3 The Contractor must produce an audit schedule monitoring the Works as part of its PQP to demonstrate that this surveillance has been planned.
- 3.08.4 The Contractor must:

- (a) permit the Principal to enter onto any of the Contractor's premises; and
- (b) ensure that any contract between the Contractor and a Subcontractor permits the Principal to enter any of the Subcontractor's premises at any time, for the purpose of quality audit and surveillance.

3.09 QUALITY RECORDS TO BE PROVIDED BY THE CONTRACTOR

- 3.09.1 The Contractor must submit to the Principal all Quality Records specified in Table 11 Form USF960 "Quality Records" and any other record that the Contractor is obliged to supply pursuant to any other provision of this Contract.
- 3.09.2 The Contractor must, at the time at which the Contractor makes Payment Claims and on handover of the Works at Practical Completion, submit Quality Records relevant to the completed stages of the Works.
- 3.09.3 At the time the Contractor requests in writing the Superintendent to issue a Certificate of Practical Completion, the Contractor must submit to the Superintendent a completed Form USF957 "Certificate of Compliance" together with any outstanding documents comprising the Quality Records.
- 3.09.4 From the commencement of the Contract until the date of Practical Completion, the Contractor must establish, file and maintain all records which demonstrate implementation of the Contractor's Quality System (including specified Quality Records) up-to-date and on-hand at the Site office for inspection at any time by the Superintendent and the Principal.
- 3.09.5 The Contractor may submit a payment claim in respect of the sum set out in the Form of Tender with respect to work as executed drawings, operational manuals and other documents upon provision of those documents:
 - (a) in the required number of copies set out in the Contract;
 - (b) which comply with this Contract; and
 - (c) if asset acceptance by the Territory and Municipal Services Directorate's Asset Acceptance Unit is required under this Contract, which are acceptable to that Unit.

3.10 SCHEDULE OF PAYMENT CLAIMS

- 3.10.1 At the commencement of the Contract, the Contractor must provide to the Principal a schedule of the anticipated monthly Payment Claims which will be made throughout the duration of the Contract. The Contractor must provide to the Principal a revised schedule with each month's Payment Claim.
- 3.10.2 Each Payment Claim must be accompanied by a completed Form USF957 and, if requested, an Ethical Suppliers Declaration in the form at **Schedule 4** or any alternative form required by the Principal.

3.11 PROCESS CONTROL

The Contractor must:

- (a) prepare and document process control procedures as required under the Contract to address the planning, process descriptions, process verification and program of work (as described in

Clause 8.5 and Appendix 'A' of HB90.3-2000 Construction Industry Guide to ISO 9001-2000); and

- (b) identify all relevant factors affecting the quality of process control.

3.12 SURVEY

3.12.1 The Contractor must prepare surveys ("Surveys") that includes, without limitation, measurement, calculation and record descriptions necessary to:

- (a) set out the Works;
- (b) verify conformity to the Drawings and Specifications in relation to dimensions, tolerances and three dimensional position; and
- (c) determine lengths, areas or volumes of materials or products, where required for measurement of the Works.

3.12.2 The Contractor's survey procedures must conform to this Clause 3.12 and must be in accordance with RTA CQ21 - Guide for Contractors on Survey Procedures.

3.12.3 The Contractor must use surveyors who are:

- (a) members of the Institution of Surveyors to the grade of Associate Member (Associate Surveyor), Australia; or
- (b) members of the Institution of Engineering and Mining Surveyors, Australia, qualified to direct and take responsibility for all Surveys.

3.12.4 The Contractor must comply with AS/NZS ISO 9001:2008 in relation to Survey instruments and survey activities generally. Use of subcontractors for Surveys will not relieve the Contractor from any of its obligations under the Contract. The methods and equipment used by the Contractor must relate to the attainment of the tolerances nominated in the Specification.

Joint Survey

3.12.5 If a Specification requires, or the Superintendent directs, that a Survey be a joint survey, the Contractor must carry out the Survey in accordance with this Clause 3.12. The Contractor must supply all personnel and resources necessary to carry out, record and report the Survey.

3.12.6 The Contractor must give written notice to the Superintendent at least 3 working days prior to carrying out the Survey together with the name of the surveyor, a description of the methods and equipment to be used.

3.12.7

HOLD POINT

Process Held.	Joint survey
Submission Details.	3 working days written notice of date, work and location, surveyor's name, description of methods and equipment to be used for survey.

Release of Hold Point.	The Superintendent will consider the submitted documents, arrange and notify the Superintendent's participation, prior to the release of the Hold Point.
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3.12.8 The Contractor may only proceed with the Survey in the presence of the Superintendent, unless otherwise agreed. The Contractor must report the results of the Survey together with relevant calculations of quantities to the Superintendent within 5 working days of completion of the Survey.

3.12.9

HOLD POINT

Process Held.	Disturbing or covering up location of joint survey.
Submission Details.	Survey Report with relevant calculations of quantities.
Release of Hold Point.	The Superintendent will consider the submitted documents prior to authorising the release of the Hold Point.

Conformity Surveys

3.12.10 The Contractor must:

- (a) adopt methods for conformity Surveys which ensure independence from the methods used to set out the Works;
- (b) where possible, use measurements taken directly from survey control marks; and
- (c) not use subsidiary survey marks established for the setout process for product conformity Surveys.

3.12.11 If the Contractor needs to use subsidiary survey marks for verification purposes, the Contractor must re-establish their position and level.

3.12.12 The Contractor must:

- (a) not restrict sampling for conformity verification purposes to the locations used to set out the Works;
- (b) undertake sampling in a random or unbiased manner at any location in the Works to verify conformity with the Drawings and Specification; and
- (c) perform conformity verification surveys for concrete base, concrete sub-base and bound pavement layers as soon as practicable but in any event no later than 1 working day after the pavement lot has become accessible for survey, unless otherwise agreed by the Superintendent.

3.12.13 If a survey identifies a nonconformity, the Contractor must:

- (a) immediately prepare a Nonconformance Report and submit a copy to the Superintendent within 24 hours; and
- (b) implement appropriate corrective action as directed by the Superintendent.

3.12.14 The Contractor must:

- (a) submit a Survey Report for each lot or component where design levels, position and/or tolerances have been specified; and
- (b) show in each Survey Report the following information and the information must be certified by the qualified surveyor responsible for the verification survey:
 - (i) position (defined by co-ordinates or chainage and offset);
 - (ii) specified and actual levels; and
 - (iii) specified tolerance and whether it is met.

3.12.15

HOLD POINT

Process Held.	Covering up of work subject to a conformity survey.
Submission Details.	Survey Report verifying conformity.
Release of Hold Point.	The Superintendent will consider the submitted documents prior to authorising the release of the Hold Point.

Care of Survey Control Marks

3.12.16 Despite the requirements of Clause 28.3 of AS2124-1992, the Contractor must, if a survey mark is affected by the execution of the Works, establish other stable marks, of similar accuracy, clear of the Works, before recommencing the Works.

3.12.17 The Contractor must:

- (a) ensure the preservation of survey control marks;
- (b) liaise with the Commissioner for Surveys as necessary; and
- (c) immediately notify the Commissioner for Surveys of any discrepancies.

3.12.18

HOLD POINT

Process Held.	Use of a survey control mark forming part of the Survey Control Network.
Submission Details.	Survey Report verifying coordination and level values of the survey control marks. Where requested, submit the procedure for replacing the affected primary survey control marks.
Release of Hold Point.	The Superintendent will consider the submitted documents and may inspect the mark, prior to authorising the release of the Hold Point.

Survey Reports

3.12.19 The Contractor must:

- (a) include all Survey Reports in the Quality Records;
- (b) ensure that verification field book pages are clearly labelled, dated and signed by the surveyor with cross-indexed references to equipment used and lot/component identification;
- (c) ensure that the Survey Reports reference verification field book page numbers;
- (d) if automatic data recording systems are used for verification surveys, retain a printout of both raw (field) data and reduced data in a similar manner as conventional field books;
- (e) maintain and regularly update a register of the survey marks defining the Survey Control Network;
- (f) supply a controlled copy of the register to the Superintendent; and
- (g) regularly update the register.

3.13 PROCESSES REQUIRING VALIDATION

The Contractor must:

- (a) identify any work processes (including subcontracted work) for which results cannot be fully verified by subsequent inspection and testing, including those processes identified in Form USF960, Table 7 as being “Processes Requiring Validation” as defined in ISO9001; and
- (b) at least 14 days prior to the intended implementation of a work process, submit to the Superintendent for approval details of proposed procedures and operator qualifications intended to satisfy the validation of the processes.

3.14 MATERIALS AND ITEMS SUPPLIED BY PRINCIPAL

The Contractor must:

- (a) if materials and other items are specified as “Principal Supplied Products” and are to be supplied free of charge to the Contractor for use in the execution of the Works, take delivery of the materials and be responsible for them; and
- (b) comply with any special handling and/or storage requirements to be applied to the materials and/or items as indicated on Form USF960, Table 9 “Principal Supplied Products”.

3.15 PROPRIETARY ITEMS

Identification by the Principal of a proprietary item does not necessarily imply exclusive preference for that item, but indicates the required properties of the item.

The Contractor may offer an alternative to any proprietary item by applying in writing for approval to use the alternative. The request must be accompanied by all available technical information and describe how, if at all, the alternative differs from the proprietary item and how it will affect other parts of the Works and performance of the Works. Approval of an alternative is at the Principal’s absolute discretion.

Except to the extent that the approval, if any, of the Principal includes a contrary provision, the approval is deemed to include the conditions that:

- (a) use of the alternative must not directly or indirectly result in any increase in the cost to the Principal of the Works;
- (b) the alternative product must comply with any applicable standard, rating or certification specified in the Contract, and the Contractor must provide evidence satisfactory to the Principal of compliance with this Item upon request;
- (c) the Contractor must indemnify the Principal against any increase in costs;
- (d) use of the alternative must not directly or indirectly cause any delay to the Works and if it does, the Contractor will compensate the Principal for any loss which the delay causes.

The Contractor must include a provision equivalent to this Clause 3.15 Part 3 in all Subcontracts (subject to any necessary variation to reflect the different parties).

3.16 FORMS

The Contractor must:

- (a) specify Quality Assurance requirements in accordance with Form USF944 and Tables 1 to 11 in Form USF960 as identified below or by means of other forms or tables with similar content (note that if forms with numbers other than indicated below are used, the text references as set out in the preceding Clauses may need to be modified);
- (b) complete Form USF957 “Certificate of Compliance” each time a progress payment is to be claimed; and
- (c) comply with all relevant obligations in the following forms:

Form No / Table No	NAME OF FORM
Form USF944	Quality Requirements Index
Form USF960 Table 1	Document Submission
Form USF960 Table 2	Design Verification Methods
Form USF960 Table 3	Design Review Points
Form USF960 Table 4	Measurement/Design Data
Form USF960 Table 5	Notification of Intention to Commence Project Activities

Form USF960 Table 6

Form USF960 Table 7

Form USF960 Table 8

Form USF960 Table 9

Form USF960 Table 10

Form USF960 Table 11

Form USF957

Traceability Requirements

Processes Requiring Validation

Witness/Hold Points

Principal Supplied Products

Documentation for Servicing Work

Quality Records

Certificate Of Compliance

QUALITY REQUIREMENTS FORM USF944

PROJECT : _____

CLIENT: _____ PROJECT No : _____

SERVICE ROLE: _____ (insert as applicable)
 [Project Director, Project/Construction/Works Manager, Consultant, Contractor]

QUALITY STANDARD : AS/NZS ISO 9001:2015 (as interpreted by HB90.3-2000)

QUALITY REQUIREMENTS INDEX

Where information is to be specified enter **YES** in Column 1

Details to be Specified	Table / Form Title
	Table 1 – Document Submission
	Table 2 – Design Verification Methods
	Table 3 – Design Review Points
	Table 4 – Measurement/Design Data
	Table 5 – Notification of Intention to Commence Project Activities
	Table 6 – Traceability Requirements
	Table 7 – Processes Requiring Validation
	Table 8 – Witness / Hold Points
	Table 9 – Principal Supplied Products
	Table 10 – Servicing Work
	Table 11 – Quality Records
	USF957 – Certificate of Compliance

QUALITY REQUIREMENTS TABLE 1 (formerly USF945)

DOCUMENT SUBMISSION				
Document	No. of Copies	When to be SUBMITTED	To be Available for Inspection on Request	Comments
Quality Plan Procedure	1	with proposal/tender		
PQP for Design Phase, <u>or</u> the Total Project.	2	14 days after award of Consultancy.		
PQP for the Superintendency Phase	1	14 days after award of Const'n contract.		
Quality Records (<i>refer to specific table</i>)				
Certificates of Compliance	1	at PC		

QUALITY REQUIREMENTS TABLE 2 (formerly USF946)

DESIGN VERIFICATION METHODS	
<p>The Consultant/Project Manager shall provide in the Design Verification Plan(s) to undertake design verification of the following components in accordance with the nominated method(s). Such verification shall not relieve the Consultant/Project Manager of the responsibility for design. <i>(Refer ISO 9001:2008 Cl 7.3.5 and see HB90.3-2000 Page 60 for examples of design verification methods).</i></p>	
Design Components	Nominated Design Verification Method

QUALITY REQUIREMENTS TABLE 3 (formerly USF947)

<u>DESIGN REVIEW POINTS</u>			
<p>The Consultant/Project Manager shall include in their Design Verification Plan the following Design Reviews and the involvement of the parties nominated below. Such Design Reviews shall be arranged by the service provider and all parties are to be notified ten working days prior to the Design Review.</p> <p><i>(Refer ISO 9001:2008 Cl 7.3.4 and HB90.3-2000 Pages 58-59 for guidance).</i></p>			
Design Component	Stage of Design	Nominated Parties to Participate in Design Review	Comments

QUALITY REQUIREMENTS TABLE 4 (formerly USF948)

<u>MEASUREMENT / DESIGN DATA</u>		
<p>The following measurements and/or design data are to be submitted for verification of adequacy.</p> <p><u>Note:</u> Such verification shall not relieve the Project Director / Consultant / Subconsultant / Specialist Consultant / Contractor (<i>delete as applicable</i>) of responsibility for providing design services/constructed works in accordance with the specification requirements.</p> <p><i>(Refer ISO 9001:2008 Cl7.3.2 and HB90.3-2000 Pages 55-56 for guidance)</i></p>		
Required Data	Date to be Submitted	Entity to be submitted to

QUALITY REQUIREMENTS TABLE 5 (formerly USF949)

NOTIFICATION OF INTENTION TO COMMENCE PROJECT ACTIVITIES	
The shall notify the in writing of the intention to commence the following project activities (eg WorkCover, Environment ACT etc):	
Activity	Required Notice (Days)

QUALITY REQUIREMENTS TABLE 6 (formerly USF950)

<u>TRACEABILITY REQUIREMENTS</u>		
Enter details of items for which it is necessary to trace the history, application, or location by means of recorded identification.		
Refer to Quality Record Requirements (Table 11) for more specific requirements of Records of Traceability.		
<i>(Refer ISO 9001:2008 Cl7.5.3 and HB90.3-2000 Page 72 for guidance).</i>		
Item	Extent of Trace	
	Start	Finish

QUALITY REQUIREMENTS TABLE 7 (formerly USF951)

PROCESSES REQUIRING VALIDATION	
<p>"Validated processes" are those processes which cannot be fully verified by subsequent inspection and testing or processes where the deficiencies may only become apparent when the product is in use.</p> <p><i>(Refer ISO 9001:2008 Cl7.5.2 and HB90.3-2000 Page 71 for guidance).</i></p>	
Process	Validation Requirements

QUALITY REQUIREMENTS TABLE 8 (formerly USF952)

WITNESS / HOLD POINTS			
<p>NOTIFICATION:-</p> <p>..... working days notice of Witness (W) points is required.</p> <p>..... working days notice of Hold (H) points is required.</p> <p><u>Note</u> : The Service Provider shall arrange Hold Point inspections.</p> <p><i>(Refer ISO 9001:2008 Cl8.2.4 and HB90.3-2000 Pages 88-90 for guidance).</i></p>			
Stage of Project	Witness Point	Hold Point	Release by Whom

QUALITY REQUIREMENTS TABLE 9 (formerly USF953)

PRINCIPAL SUPPLIED PRODUCTS			
<p>Include here, or reference attached schedule(s) of, products to be supplied free issue to the contractor for incorporation into the project works.</p> <p>The required method of handover/acceptance and the documentation to be completed is as follows.</p> <p><i>(Refer ISO 9001:2008 Cl 7.5.4 and HB90.3-2000 Page 73 for guidance).</i></p>			
Product	Quantity	Special Handling, Delivery or Storage Requirements	Point of delivery if other than site

QUALITY REQUIREMENTS TABLE 10 (formerly USF955)

<u>SERVICING WORK</u>
Procedures or instructions for undertaking the contract servicing works shall be developed for the following activities. (<u>Note</u> : procedures/instructions and their associated documents shall provide the necessary evidence that the servicing work meets the contract requirements):
Servicing Activity

QUALITY REQUIREMENTS TABLE 11 (formerly USF956)

QUALITY RECORDS					
Type of Record	No. of Copies	Submit		Retention	
		To Whom	Date Required	Retain By Whom	Minmum Period (Years)
Inspection and Test Plans	2	Superintendent	Within 5 days after award	Contractor	7 years
Quality Procedures/Instructions	2	Superintendent	Within 5 days after award	Contractor	7 years
Traceability Records	1	Superintendent	Progressively	Contractor	7 years
Inspection and Test results of works completed	1	Superintendent	Progressively With Progress Claims	Contractor	7 years
Works as Executed Drawings (of all drawings issued for construction)	3 hard copies 1 digital	Superintendent	Refer special conditions of contract clause 2.04	Contractor	7 years
Supplier's certificates of conformance	3	Superintendent	Progressively with payment claims	Contractor	7 years
Non-conformance Reports	1	Superintendent	Within 2 days of detection	Contractor	7 years
Corrective action requests	1	Superintendent	Within 2 days of detection	Contractor	7 years

USF 957

PROJECT: _____

CLIENT: _____ PROJECT No: _____

SUPERINTENDENT: _____

CONTRACTOR: _____

SCOPE OF WORKS SUBMITTED FOR ACCEPTANCE:

This section to be completed by Contractor's Representative:

I hereby claim that the above listed works have been duly completed in accordance with the specification requirements, except for the concessions granted in writing by the Superintendent which are detailed in the attached listing of nonconformances and their status.

I have verified that:

- (a) outstanding minor nonconformances as per the attached listing are applicable to the works.
- (b) all Inspection and Test Plan(s) (ITP s) applicable to the above works, as indicated in the attached register of ITP's, any associated test record sheets and other quality records as required by the specification, have been satisfactorily completed and signed.
- (c) any identified nonconformances have been satisfactorily disposed of and their documentation closed out, excepting any minor nonconformances.
- (d) all positive recalls have been completed and verified.
- (e) concessions have been granted for the nonconforming items on the attached listing.
- (f) WAE Drawings and Asset Lists relevant to the attached claim are being progressively prepared.

NAME (PRINT): _____ SIGNATURE: _____ DATE: / /
(Contractor's Representative)

This section to be completed by the Superintendent's Representative:

Contractor's above completed works claim is noted and has been verified.

Payment to be reduced for outstanding minor nonconformances YES NO
(Tick As Appropriate)

NAME (PRINT): _____ SIGNATURE: _____ DATE: / /
(Superintendent's Representative)

PART 4 WORK HEALTH AND SAFETY

4.01 WHS LEGISLATION

In this Contract, “WHS Legislation” means:

- (a) the *Work Health and Safety Act 2011* (ACT);
- (b) the *Work Health and Safety Regulation 2011* (ACT);
- (c) all instruments issued under the *Work Health and Safety Act 2011* or the *Work Health and Safety Regulation 2011*;
- (d) all laws that replace the above laws; and
- (e) all other laws applicable in the Australian Capital Territory dealing with work health and safety matters.

4.02 WORK HEALTH AND SAFETY

- 4.02.1 The obligations set out in this Contract do not detract from the Contractor’s obligations under the WHS Legislation. If there is an inconsistency between this Contract and the WHS Legislation, the Contractor must comply with the WHS Legislation and inform the Superintendent of the inconsistency.
- 4.02.2 The Contractor must comply with the WHS Legislation and ensure all work is carried out safely and in a manner that does not put the health and safety of persons at risk.
- 4.02.3 The Contractor must comply with its duty under the WHS Legislation to consult, cooperate and coordinate activities with all persons who have a work health and safety duty in relation to the same matter.
- 4.02.4 The Contractor must institute and maintain systems to obtain regular written assurances from all subcontractors and other entities engaged to perform work on the Site about their ongoing compliance with the WHS Legislation including the due diligence obligation contained in the WHS Legislation.
- 4.02.5 The Contractor must provide the written assurances obtained under special condition 4.02.4, together with written assurances from the Contractor about the Contractor’s ongoing compliance with WHS Legislation, to the Superintendent, and, if requested, to the Principal.
- 4.02.6 The Contractor must provide the Superintendent, and, if requested, the Principal, with a written report on all work health and safety matters, or any other relevant matters including a summary of the Contractor’s compliance with WHS Legislation, at least once per month, and at other times as requested.
- 4.02.7 The Contractor must exercise a duty of utmost good faith to the Principal in carrying out the work under the Contract to enable the Principal to discharge the Principal’s duties under the WHS Legislation.
- 4.02.8 The Contractor must ensure that if any law requires that a person:

- (a) be authorised or licensed (in accordance with WHS Legislation) to carry out any work at a workplace, the person is so authorised or licensed and complies with any conditions of such authorisation or licence; or
 - (b) has prescribed qualifications or experience, or if not, is supervised by a person who has prescribed qualifications or experience (as defined in the WHS Legislation), that person has the required qualifications or experience or is so supervised.
- 4.02.9 The Contractor must ensure that if any law requires that a workplace, plant or substance, design, or work (or class of work) be authorised or licensed, that workplace, plant or substance, design or work is so authorised or licensed.
- 4.02.10 The Contractor must not direct or allow a person to carry out work, or use plant or a substance at a workplace unless the authorisation, licensing, prescribed qualifications or experience required by any law and special conditions 4.02.8 and 4.02.9 are met.
- 4.02.11 If requested by the Superintendent or required by WHS Legislation, the Contractor must produce evidence of any approvals including any authorisations, licences, prescribed qualifications or experience, or any other information relevant to work health and safety (as the case may be) to the satisfaction of the Superintendent before the Contractor or any subcontractor commences such work.
- 4.02.12 If the Superintendent reasonably considers that a risk of injury to people or damage to property is arising or likely to arise from the activities of the Contractor (or any of its subcontractors) the Superintendent may direct the Contractor (or the relevant subcontractor) to change its manner of working or cease working and the Contractor or subcontractor must comply.
- 4.02.13 The Principal may take any action necessary to protect the Works and other property or to prevent or minimise risk to health and safety of persons, which the Contractor must take but does not and the Principal may recover any costs associated with such action from the Contractor.
- 4.02.14 The Contractor must systematically manage its work health and management processes in accordance with the systems, plans, standards and codes specified in the Contract and the WHS Legislation.
- 4.02.15 The Contractor must demonstrate to the Superintendent and Principal, whenever requested, that the Contractor has met and is meeting at all times, its obligations under this special condition 4.02 but such demonstration does not relieve the Contractor of its primary obligation to perform work safely.
- 4.02.16 The Contractor must take all reasonable actions and comply with all reasonable requests of the Principal, the Superintendent or their respective authorised persons regarding any safety audits in respect of the Site
- 4.02.17 Without limiting special condition 4.02.16 the Contractor must, at all reasonable times, allow the Principal or any person authorised by the Principal:
- (e) to enter upon the Site to conduct a safety audit;
 - (f) to enter upon the Site or any premises occupied by the Contractor to inspect and copy any records relevant to a safety audit; and

- (g) to enter upon the Site or any premises occupied by the Contractor to interview any person as part of a safety audit.

4.02.18 In this special condition “improvement notice”, “infringement notice”, non-disturbance notice”, “notice of entry”, “prohibition notice” and “provisional improvement notice” all have the same meanings as in the *Work Health and Safety Act 2011 (ACT)*.

4.02.19 The Contractor must immediately notify the Superintendent and the Principal upon becoming aware of the issue of any improvement notice, infringement notice, non-disturbance notice, notice of entry or prohibition notice referable to the Site or the Works and provide the Superintendent and the Principal with a copy of the relevant notice if the Contractor has the same.

4.02.20 The Contractor must promptly notify the Superintendent and the Principal upon becoming aware of the issue of any provisional improvement notice referable to the Site or the Works and provide the Superintendent and the Principal with a copy of the notice if the Contractor has the same.

4.02.21 The Contractor must provide reports on work health and safety matters to the Principal and the Superintendent in such form and at such times as reasonably required by the Principal and advised to the Contractor.

4.03 OHS&R SYSTEM REQUIREMENTS

4.03.1 The Contractor must:

- (a) if the Contract Sum is \$200,000 (GST inclusive) or greater, implement and maintain an occupational health, safety and rehabilitation system (“OHS&R System”) which:
 - (i) is listed on the Joint Accreditation System of Australia & New Zealand (JAS-ANZ) register as having current third party certification in accordance with the latest edition, as amended, of AS/NZS ISO 4801; or
 - (ii) has been assessed as suitable for the award of current ACT Government prequalification; and
- (b) if the Contract Sum is less than \$200,000 (GST inclusive), implement and maintain a OHS&R System which complies with all relevant legislation and the requirements of the Superintendent; and
- (c) provide the Superintendent and Principal with access at all times to the Contractor’s and each of the Subcontractor’s OHS&R Systems to enable monitoring and quality auditing.

4.03.2 The implementation of the OHS&R System will not relieve the Contractor of the Contractor’s obligations under the Contract.

4.03.3 Specific requirements are included in the Specification and may form part of submissions required in the forms/tables listed on Quality Requirements Index Form USF944.

4.04 INCIDENT REPORTING

4.04.1 In this special condition, “regulator” and “notifiable incident” have the same meaning as in the *Work Health and Safety Act 2011 (ACT)*.

- 4.04.2 In addition to any obligations under WHS Legislation, the Contractor must:
- (a) notify the Superintendent and the Principal of any notifiable incident immediately after it notifies the regulator; and
 - (b) provide the Superintendent and the Principal with copies of all written notifications and/or details of any verbal notifications given to the regulator (as applicable) immediately after providing the same to the regulator.
- 4.04.3 In addition to the obligations under special condition 4.04.2, the Contractor must promptly notify the occurrence and furnish a written report to the Superintendent and the Principal of:
- (a) incidents resulting in damage to property;
 - (b) incidents resulting in significant delays to the Works;
 - (c) incidents resulting in injury or illness other than a notifiable incident; and
 - (d) incidents that may have resulted in or may result in any incident set out in paragraphs (a), (b) or (c) above or a notifiable incident.

4.05 AFFIRMATIVE ACTION

The Contractor:

- (a) must comply with its obligations, if any, under the “*Workplace Gender Equality Act 2012* (Cth) (“Gender Act”); and
- (b) must not enter into a subcontract under this Contract with a Subcontractor named by the Workplace Gender Equality Agency as an employer currently not complying with the Gender Act.

4.06 WHS MANAGEMENT PLAN

For the purposes of Parts 4A and 4B, “WHS Management Plan” means a work health and safety management plan that addresses:

- (a) the names, positions and health and safety responsibilities of all persons at the workplace whose positions or roles involve specific health and safety responsibilities in connection with the work under the Contract;
- (b) the arrangements in place, or to be implemented, between any persons conducting a business or undertaking at the workplace where the work under the Contract is being undertaken, for consultation, cooperation and coordination of activities in relation to compliance with their duties under the WHS Legislation;
- (c) the arrangements in place, or to be implemented, for managing any work health and safety incidents that occur, including incident reporting procedures, corrective action procedures, record-keeping and reporting requirements (including project-specific and general reporting and reporting to the Superintendent with respect to work health and safety matters), project-specific emergency plans and first aid procedures;

- (d) any site-specific health and safety rules, and the arrangements for ensuring that all persons at the workplace are informed of these rules;
- (e) the arrangements for the collection and recording, and any assessment, monitoring and review of safe work method statements at the workplace;
- (f) ensuring that work health and safety is a compulsory agenda item at all monthly meetings (or equivalent) and ensuring that the outcomes of those agenda items are communicated to the Superintendent;
- (g) management of work health and safety generally, including any work health and safety policy, details of any work health and safety management system (including certification, inspection and audit programs), training and induction programs (including work health and safety generally, emergency procedures and use of emergency equipment), the process of communication and dispute resolution on work health and safety matters;
- (h) management of subcontractors, including induction, training, development of safe work method statements, job safety assessments or equivalent documentation, the obligation to consult, cooperate and coordinate activities, the process of communication and the process for ensuring the subcontractor compliance with the WHS Management Plan;
- (i) management of project hazards and risks generally, including but not limited to work involving:
 - (i) fall hazards;
 - (ii) telecommunications towers;
 - (iii) demolition;
 - (iv) disturbance or removal of asbestos;
 - (v) structural alterations requiring temporary supports;
 - (vi) confined spaces;
 - (vii) excavation deeper than 1.5 metres;
 - (viii) tunnels;
 - (ix) use of explosives;
 - (x) pressurised gas distribution mains and consumer piping;
 - (xi) chemical, fuel and refrigerant lines;
 - (xii) electrical work, including involving energised electrical installations and services;
 - (xiii) hazardous atmospheres;
 - (xiv) tilt-up and precast concrete;
 - (xv) roadways or railways used by road or rail traffic;
 - (xvi) movement of powered mobile plant;

- (xvii) extremes of temperature;
 - (xviii) water or other liquids where there is a risk of drowning;
 - (xix) diving;
 - (xx) remote or isolated work;
 - (xxi) above-standard exposure to noise;
 - (xxii) other hazardous manual tasks;
 - (xxiii) exposure to falling objects;
 - (xxiv) abrasive blasting;
 - (xxv) hazardous chemicals and substances; and
 - (xxvi) working in the vicinity of electrical wires; and
- (j) if design forms part of the work under the Contract, proposed design risk assessments, purchasing policies for plant, materials and substances, the process for meeting statutory requirements regarding design and the process for addressing design changes relevant to work health and safety considerations.

4.07 WHS Active Certification Policy

- 4.07.1 Unless otherwise stated, capitalised words and phrases used in this special condition have the same meaning as in the Australian Capital Territory's WHS Active Certification Policy.
- 4.07.2 Without limiting any other part of this Contract where the Contractor:
- (a) is prequalified under a Prequalification Scheme at the date of this Contract;
 - (b) becomes prequalified under a Prequalification Scheme during the term of this Contract; or
 - (c) has its prequalification status under a Prequalification Scheme cancelled, suspended or downgraded during the term of the Contract,
- the WHS Active Certification Policy will apply. To the extent necessary to give effect to the WHS Active Certification Policy its provisions are incorporated by reference into this Contract.
- 4.07.3 The Contractor will pay to the Principal by way of reimbursement the Auditor's costs associated with the conduct of any Follow Up Audit (required as a result of the action or inaction of the Contractor) and any Close Out Audit conducted under the WHS Active Certification Policy.
- 4.07.4 Unless otherwise agreed by the parties, the costs of the Auditor referred to in special condition 4.07.3 will be paid by the Contractor to the Principal way of a deduction from an amount or amounts claimed by the Contractor in a Payment Claim or Payment Claims made under this Contract, at the absolute discretion of the Principal.

- 4.07.5 Where all or part of the costs of the Auditor are not paid to the Principal in accordance with special condition 4.0.7.4 any amount outstanding will be a debt due and payable by the Contractor to the Principal.

PART 4A WORK HEALTH AND SAFETY – PROJECT VALUED AT \$250,000 OR MORE

4A.01 APPLICATION OF PART 4A

This Part 4A applies if the value of the project of which this Contract is part is \$250,000 (GST exclusive) or more – see Annexure to General Conditions of Contract.

4A.02 ENGAGEMENT AS PRINCIPAL CONTRACTOR

Unless the Annexure to the General Conditions of Contract states otherwise, the Principal:

- (a) engages the Contractor as principal contractor;
- (b) authorises the Contractor to have management or control of the Site; and
- (c) engages the Contractor to discharge the duties of a principal contractor under Chapter 6 of the *Work Health and Safety Regulation 2011* (ACT).

4A.03 WHS MANAGEMENT PLAN

4A.03.1 Special condition 4A.03 applies if the Principal has engaged the Contractor as principal contractor under special condition 4A.02.

4A.03.2 The Contractor must:

- (a) prepare and supply to the Superintendent WHS Management Plan either as a discrete plan or as a component of the project plan in accordance with Clause 8.4 of AS2124-1992; and
- (b) provide the WHS Management Plan before beginning work under the Contract; and
- (c) if required, provide the WHS Management Plan in accordance with Form USF960, Table 1 “Document Submission”.

4A.03.3 The Superintendent will notify the Contractor as to the suitability of the submitted WHS Management Plan. The WHS Management Plan will be taken as suitable if the Superintendent has not responded within 7 days.

4A.03.4 Notification of the suitability of the Contractor’s WHS Management Plan will not relieve the Contractor of its obligations to comply with and demonstrate compliance with this Contract and the WHS Legislation.

4A.03.5 The Contractor must regularly review its WHS Management Plan and continue to update and amend it and submit it (as necessary) in accordance with this Contract and WHS Legislation.

4A.03.6 If the Contractor submitted a draft WHS Management Plan in its tender, that draft will be taken to be the WHS Management Plan for the purposes of special condition 4A.03.2 unless the Superintendent notifies the Contractor within 7 days of the Date of Award that it is not suitable.

4A.04 OBLIGATIONS IF NOT PRINCIPAL CONTRACTOR

4A.04.1 Where the Contractor is not appointed as the principal contractor it must, and must ensure all its employees, subcontractors and suppliers, comply with:

- (a) the WHS Management Plan of the principal contractor (or the person appointed by the Principal to have control of the Site if no principal contractor is appointed); and
- (b) directions, notices and any other notifications issued for or on behalf of the principal contractor (or the person appointed by the Principal to have control of the Site if no principal contractor is appointed) referable to work health and safety matters.

4A.04.2 Where the Contractor is not appointed as the principal contractor it must comply with the duty to consult, co-operate and coordinate activities with all other persons conducting a business or undertaking at the Site.

PART 4B WORK HEALTH AND SAFETY – PROJECT VALUED AT LESS THAN \$250,000

4B.01 APPLICATION OF PART 4B

This Part 4B applies if the value of the project of which this Contract is part is less than \$250,000 (GST exclusive) – see Annexure to General Conditions of Contract.

4B.02 WHS MANAGEMENT PLAN

4B.02.1 Unless otherwise advised by the Principal, the Contractor must:

- (a) prepare and supply to the Superintendent a WHS Management Plan either as a discrete plan or as a component of the project plan in accordance with Clause 8.4 of AS2124-1992; and
- (b) provide the WHS Management Plan before beginning work under the Contract; and
- (c) if required, provide the WHS Management Plan in accordance with Form USF960, Table 1 “Document Submission”.

4B.02.2 The Superintendent will notify the Contractor as to the suitability of the submitted WHS Management Plan. The WHS Management Plan will be taken as suitable if the Superintendent has not responded within 7 days.

4B.02.3 The acceptance by the Superintendent of the Contractor’s WHS Management Plan will not relieve the Contractor of its obligations to comply with and demonstrate compliance with this Contract and the WHS Legislation.

4B.02.4 The Contractor must regularly review its WHS Management Plan and continue to update and amend it and submit it (as necessary) in accordance with this Contract and WHS Legislation.

4B.03 OBLIGATIONS IF NOT REQUIRED TO PREPARE A WHS MANAGEMENT PLAN

4B.03.1 Where the Contractor is not required to prepare a WHS Management Plan it must, and must ensure all its employees, subcontractors and suppliers, comply with:

- (a) the WHS Management Plan of the person appointed by the Principal to have control of the Site; and
- (b) directions, notices and any other notifications issued for or on behalf of the person appointed by the Principal to have control of the Site referable to work health and safety matters.

4B.03.2 The Contractor must comply with the duty to consult, co-operate and coordinate activities with all other persons conducting a business or undertaking at the Site.

PART 4C SUBCONTRACT PROVISIONS

The Contractor must ensure all subcontracts include conditions equivalent to the Pro Forma Subcontract Special Conditions set out in Schedule 3 (subject to such modifications necessary to reflect changes in terminology used in the subcontracts).

PART 5 ENVIRONMENTAL MANAGEMENT SYSTEMS

5.01 EMS REQUIREMENTS

5.01.1 The Contractor must:

- (a) implement and maintain an environmental management system (“EMS”) which:
 - (i) is listed on the Joint Accreditation System of Australia and New Zealand (JAS-ANZ) register as having current third party certification in accordance with the latest edition, as amended, of AS/NZ ISO 14001; or
 - (ii) has been assessed as suitable for the award of current ACT Government prequalification; and
- (b) provide the Superintendent and Principal with access at all times to the Contractor’s and each of the Subcontractor’s EMSs to enable monitoring and quality auditing.

5.01.2 The Contractor must implement an EMS that:

- (a) acknowledges the impact of the Contractor’s activities, products or services on the environment;
- (b) includes an environmental policy that has the total support of management involved in the works;
- (c) has planning processes and procedures in place that have the capacity to identify possible environmental impacts;
- (d) has planning processes and procedures in place to develop mitigation measures to minimise environmental impacts;

- (e) establishes responsibilities and procedures for implementing required mitigation measures;
 - (f) establishes systems and procedures to review the implementation process; and
 - (g) establishes a process of management review of systems and procedures that support the environmental policy and which will lead to continually improving performance.
- 5.01.3 The implementation of an EMS will not relieve the Contractor of its obligations under the Contract.
- 5.01.4 Specific EMS requirements are included in the Specification and may form part of submission requirements in the forms/tables listed on Quality Requirements Index Form USF944.

5.02 ENVIRONMENTAL MANAGEMENT PLAN

The Contractor must:

- (a) prepare and supply to the Superintendent for direction as to its suitability an environmental management plan (“EMP”) as a discrete plan or as a part of the project plan in accordance with Clause 8.4 of AS2124-1992;
- (b) provide an EMP no later than the date specified in, and in accordance with Form USF960, Table 1 “Document Submission”; and
- (c) ensure that the EMP specifies:
 - (i) the environmental objectives to be attained for the works;
 - (ii) the specific procedures, methods and work instructions to be applied;
 - (iii) key staff and responsibilities;
 - (iv) staff induction and training plan;
 - (v) schedule of proposed environmental records to be submitted;
 - (vi) audit program; and
 - (vii) other measures necessary to meet the environmental objectives including a method for changes and modifications to the EMP as the Works proceed.

5.03 ENVIRONMENTAL AUTHORISATIONS AND ENVIRONMENTAL PROTECTION AGREEMENTS

Before commencing the Works, the Contractor must:

- (a) obtain any necessary environmental authorisation and/or enter into an environmental protection agreement as required by the *Environment Protection Act 1997* (ACT); and
- (b) provide a copy of the applicable authorisation or agreement to the Superintendent.

5.04 EXISTING FLORA

5.04.1 The Contractor must protect from damage all trees and other plants that:

- (a) are shown or specified to be retained;
- (b) are beyond the limits allowed to the Contractor; or
- (c) which need not be removed or damaged for construction operations.

5.04.2 If trees, shrubs, lawns or gardens (“flora”) are affected by the Works, the Contractor must:

- (a) give 14 days written notice (prior to commencing the Works) to Parks, Conservation and Lands (PCL); and
- (b) comply with any request or direction by PCL in relation to the flora.

5.05 DUST AND NOISE

The Contractor must:

- (a) restrict dust caused by the Works to a minimum; and
- (b) take all practicable steps to minimise noise resulting from the Works.

5.06 WASTE MANAGEMENT

5.06.1 For Works that are the subject of a development application and/or building application, the Contractor must comply with the *Development Control Code for best practice waste management in the ACT* (DCCWM). The waste management plan (“WMP”), Parts 3 and 4, included in this code form part of the Contract. The DCCWM is available from <https://www.tccs.act.gov.au/recycling-and-waste/about/waste-management-development-control-code>.

5.06.2 Before the Contractor commences the Works, the Contractor must lodge with the Superintendent, a completed WMP, Part 3 (Demolition Waste Proforma) and/or a WMP, Part 4 (Construction Waste Proforma).

5.06.3 Despite the provisions of Clause 27.1 of AS2124-1992, if the Contractor has failed to lodge the appropriate WMP proforma(s), the Principal may refuse to give the Contractor possession of the Site or any part of the Site until the Contractor lodges the correct WMP proforma(s) with the Superintendent.

5.06.4 The Contractor must:

- (a) recycle existing unit paving, asphalt paving, base course material, concrete kerbing and plant material such as trees and shrubs in an approved manner; and
- (b) if required, store any material to be recycled on Site or other approved location to facilitate efficient handling of the material;

5.06.5 The Contractor must include in its PQP the disposal of material to be recycled.

PART 6 EMPLOYEES

6.01 SECURE LOCAL JOBS CODE

6.01.1 In this Contract the following terms are defined:

“Adverse Ruling” means a ruling by any court, tribunal, board, commission or other entity (including but not limited to the Fair Work Commission) with jurisdiction to determine employee and industrial relations matters to the effect that the Contractor or one of its Associated Entities has contravened an Industrial Law;

“Applicable Subcontractor Work means works or services that would, if provided to a Territory Entity, be Territory-funded work.

“Approved Auditor” has the meaning as set out in the *Government Procurement Act 2001*;

“Associated Entity” has the meaning given by section 50AAA of the *Corporations Act 2001* (Cth);

“Code” has the meaning as set out in the *Government Procurement Act 2001*;

“Full Details” means:

- (a) the nature of the Adverse Ruling;
- (b) any conviction recorded or adverse finding made in respect of the Adverse Ruling;
- (c) any penalty or orders imposed by a court, tribunal, board, commission or other entity in respect of the Adverse Ruling and the maximum penalty that could have been imposed under the relevant Industrial Law;
- (d) the name of the court, tribunal, board, commission or other entity, the jurisdiction in which the proceeding or prosecution was brought, the date on which the proceeding or prosecution commenced and the number or description assigned to the proceeding or prosecution by the court, tribunal, board, commission or other entity;
- (e) the name of the entity against which the Adverse Ruling was made; and
- (f) any other relevant information that Contractor may rely on as grounds for not terminating this Contract as a result of the Adverse Ruling;

“Industrial Law” means any Commonwealth, State or Territory legislation that deals with matters relating to industrial relations and includes employment and workplace safety obligations;

“Labour Relations, Training and Workplace Equity Plan” has the meaning as set out in the *Government Procurement Act 2001*;

“Registrar” has the meaning as set out in the *Government Procurement Act 2001*;

“Secure Local Jobs Code Certificate” has the meaning as set out in the *Government Procurement Act 2001*;

“Territory Entity” has the meaning as set out in the *Government Procurement Act 2001*;

“Territory-Funded Work” has the meaning as set out in the *Government Procurement Act 2001*.

6.01.2 This clause 6.01 applies to the extent that the Contract provides for the performance of Territory-Funded Work. *(if nothing selected, this clause 6.01 applies)*

- 6.01.3 The Contractor must comply with all its obligations under the Code.
- 6.01.4 The Contractor must maintain a valid Secure Local Jobs Code Certificate during the term of the Contract.
- 6.01.5 Failure of the Contractor to maintain a valid Secure Local Jobs Code Certificate will constitute a breach of an essential term of this Contract entitling the Principal to terminate the Contract on written notice to the Contractor.
- 6.01.6 If at any time during the term of the Contract an Adverse Ruling is made, the Contractor must, within 7 working days of the making of the Adverse Ruling, provide a statutory declaration by an authorised representative setting out the Full Details of the Adverse Ruling and (if applicable) any existing or planned remedial measures taken or to be taken to prevent a contravention, breach or offence similar to the contravention, breach or offence on which the Adverse Ruling is based from recurring.
- 6.01.7 The Contractor must ensure terms are included in all agreements with subcontractors engaged to perform Applicable Subcontractor Work:
- (a) requiring the subcontractor to comply with the Code; and
 - (b) imposing obligations on the subcontractor in the same form as those set out in this clause 6.01 and imposed on the Contractor (subject to any necessary variation to reflect the different parties).
- 6.01.8 The Contractor must ensure:
- (a) all subcontractors engaged to perform Applicable Subcontractor Work:
 - (i) hold a Secure Local Jobs Code Certificate; and
 - (ii) maintain a Secure Local Jobs Code Certificate during the term of their agreement; and
 - (b) the obligations in clause 6.01.8(a) are included in the relevant agreement with the subcontractor.
- 6.01.9 The Contractor must provide the Principal with a statutory declaration in a form approved by the Principal regarding its compliance with the Code:
- (a) within 5 working days of a written request from the Principal; and
 - (b) if requested in writing by the Principal, at the time the Contractor provides a Payment Claim.
- 6.01.10 Failure of the Contractor to provide a statutory declaration in accordance with clause 6.01.9 or the making of a false statement in a statutory declaration by the Contractor or the Contractor's representative will constitute a breach of this Contract.
- 6.01.11 If the Contractor fails to provide a statutory declaration in accordance with clause 6.01.9(b) the Principal may withhold payment of monies otherwise due to the Contractor in respect of the relevant payment claim until the statutory declaration is received.

- 6.01.12 The Principal may by written notice request the Contractor obtain a statutory declaration from a subcontractor regarding its compliance with the Code and provide it to the Principal within 15 working days of the date of the written notice. The Contractor must use your reasonable endeavours to ensure the subcontractor supplies the declaration to enable the Contractor to comply with this paragraph.
- 6.01.13 The Principal may require that the Contractor conduct face-to-face induction sessions with employees at the commencement of Territory-Funded Work or commencement of employment in relation to Territory-Funded Work.
- 6.01.14 The Principal may require a union workplace delegate or employee representative to attend staff induction sessions held by the Contractor except in circumstances where attendance would result in a conflict with Commonwealth laws.
- 6.01.15 The Contractor must, at all reasonable times, allow the Principal, Registrar or person nominated by the Principal or Registrar to enter your worksite where the Territory-Funded Work is being performed in order to undertake education and awareness raising activities in relation to the Code. A person may not be nominated by the Principal or Registrar under this paragraph in circumstances where entry would result in a conflict with Commonwealth laws.
- 6.01.16 Without limiting the powers of the Territory's Auditor-General under the *Auditor-General Act 1996* (ACT), the Principal (or nominated representative) and Approved Auditors may, at the Principal's cost, access records kept by the Contractor or subcontractors and conduct audits and other reviews and checks, to monitor the delivery of the Works and compliance with this Contract and the Code, except in circumstances where a nomination would result in a conflict with Commonwealth laws.
- 6.01.17 If the Contractor was required to submit a Labour Relations, Training and Workplace Equity Plan (if any) submitted as part of its Tender for the Works:
- (a) the Contractor must implement its commitments set out in its Labour Relations, Training and Workplace Equity Plan;
 - (b) the Contractor must report to the Principal on its compliance with paragraph (a) quarterly during the term of this Contract;
 - (c) the Contractor must attend any meetings scheduled by the Principal to review its progress in implementing its commitments set out in the Labour Relations, Training and Workplace Equity Plan; and
 - (d) without limiting the rights and powers of the Principal whether under this Contractor or at law, failure to comply, in whole or in part, with the commitments contained in any Labour Relations, Training and Workplace Equity Plan may be taken into account in the award of future contracts for Territory Entities and/or the granting of future Secure Local Jobs Code Certificates by the Registrar.

Status of clause 43

- 6.01.18 The provisions of this special condition are in addition to and are not intended to replace clause 43 of the General conditions of contract (AS2124-1992).

Form of Declaration

6.01.19 Unless otherwise required by the Principal, the form of the declaration required by clause 6.01.9 will be as follows:

Statutory Declarations Act 1959 (Cth)

I, [Name, address and occupation of person making declaration] make the following declaration under the Statutory Declarations Act 1959 (Cth),

1. In this declaration a reference to:

“Adverse Ruling” means a ruling, order, notice (including without limitation any improvement notice or prohibition notice), conviction or finding made or issued by any Authorised Entity.

“Authorised Entity” means any court, tribunal, board, commission, regulatory agency (including without limitation the director-general, commissioner, regulator or any inspector referred to in the Prescribed Legislation) or other entity with jurisdiction to determine employee and industrial relations matters or work health and safety matters to the effect that the Contractor has contravened the Prescribed Legislation.

“Consultant” means a consultant engaged by the Contractor to design parts of the Works or to provide other professional services. It includes a consultant whose contract with the Principal is novated to one with the Contractor.

“Contract” means an agreement which has or will shortly be entered into between the Australian Capital Territory and the Contractor for the provision of works in respect of the Project.

“Contractor” means [insert full legal name of Contractor including the ACN/ABN as per that identified on the Contract];

“Employee” means a natural person who is employed under a contract of service (excluding professional or information technology services) to provide the Contractor or a Subcontractor with his or her labour.

“Industrial Instruments” means an award or agreement, however designated, that:

- (a) is made under or recognised by an industrial law; or
- (b) concerns the relationship of an employer and the employer’s employees.

“Prescribed Legislation” means all applicable Acts and subordinate instruments of the Commonwealth and the Territory, which deal with matters relating to industrial relations, employment and/or workplace safety obligations that apply to an entity including (as amended or replaced from time to time) but not limited to:

- (a) *Fair Work Act 2009* (Cth);
- (b) *Fair Work (Building Industry) Act 2012* (Cth);
- (c) *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* (Cth);
- (d) *Income Tax Assessment Act 1997* (Cth);
- (e) *Independent Contractors Act 2006* (Cth);
- (f) *Industry Research and Development Act 1986* (Cth);
- (g) *Long Service Leave Act 1976* (ACT);

- (h) *Long Service Leave (Portable Schemes) Act 2009 (ACT)*;
- (i) *Migration Act 1958 (Cth)*;
- (j) *Paid Parental Leave Act 2010 (Cth)*;
- (k) *Payroll Tax Act 2011 (ACT)*;
- (l) *Safety, Rehabilitation and Compensation Act 1988 (Cth)*;
- (m) *Superannuation Guarantee (Administration) Act 1992 (Cth)*;
- (n) *Superannuation Guarantee Charge Act 1992 (Cth)*;
- (o) *Work Health and Safety Act 2011 (ACT)*;
- (p) *Workers' Compensation Act 1951 (ACT)*;
- (q) *Workplace Gender Equality Act 2012 (Cth)*.

“Project” means Project No [insert ACT Government Project no] for [insert sufficient details to identify nature of project, e.g. for the construction of school at Block 11 Section 66 Kambah];

“Prescribed Works or Services” means works or services that require the exertion of labour by Employees;

“Secure Local Jobs Code Certificate” has the meaning given by the *Government Procurement Act 2001*; and

“Subcontractor” includes a sub-subcontractor;

“Supplier” means an entity engaged by the Contractor to supply part of the Works (including temporary works).

all other capitalised words or terms have the same meaning as defined in the Contract.

2. I am authorised on behalf of the Contractor to make this declaration.
3. All Employees of the Contractor who have at any time been employed by the Contractor in respect of the Project have, at the date of this statutory declaration, been paid all moneys due and payable to them in respect of their employment on the work under the Contract.
4. The Contractor has made provision for all other benefits (as required by Prescribed Legislation and any Industrial Instruments) accrued in respect of its Employees as at the date of this statutory declaration.
5. All Subcontractors, Suppliers and Consultants have been paid all amounts payable to each of them by the Contractor as at the date of this statutory declaration with respect to engagement by each of them for the performance of Work or the supply of materials for or in connection with the Contract.
6. All workers compensation insurance premiums payable by the Contractor to the date of this statutory declaration in respect of the Work done in connection with the Contract have been paid.
7. All payroll tax payable by the Contractor in respect of wages paid or payable to the relevant Employees of the Contractor for Work done in connection with the Contract to the date of this statutory declaration has been paid.

8. The Contractor holds a current Secure Local Jobs Code Certificate.

9. The Contractor has in the preceding 24 months of the date of this declaration complied with all applicable Industrial Instruments.

True (delete 9A and initial) Not true (answer 9A)

9A. The Contractor has not complied with the following Industrial Instruments in the following respects.

[Insert full details of failure to comply with Industrial Instruments]

10. The Contractor has in the preceding 24 months of the date of this declaration complied with all Prescribed Legislation

True (delete 10A and initial) Not true (answer 10A)

10A. The Contractor has not complied with the following Prescribed Legislation.

[Insert Full Details of the failure to comply with Prescribed Legislation]

11. The Contractor has in the preceding 24 months of the date of this declaration recognised the rights of its Employees to union membership and representation.

True (delete 11A and initial) Not true (answer 11A)

11A. The Contractor has not recognised the rights of Employees to union membership and representation in the following respects.

[Insert Full Details of how the Contractor has not recognised the rights of Employees to union membership and representation]

12. The Contractor has in the preceding 24 months of the date of this declaration complied with all amendments to wages and conditions of employment for their Employees as decided by any authorised industrial or wage-setting agency.

True (delete 12A and initial) Not true (answer 12A)

12A. The Contractor has not complied with all amendments to wages and conditions of employment for their Employees as decided by any authorised industrial or wage-setting agency in the following respects:

[Insert Full Details of how the Contractor has failed to comply with all amendments to wages and conditions of employment]

13. In the preceding 24 months of the date of this declaration there have been no findings against the Contractor by any Authorised Entity, including a finding of a breach in a non-confidential consent order.

True (delete 13A and initial) Not true (answer 13A)

13A. There have been the following findings (Full Details of which are provided) against the Contractor by an Authorised Entity:

[Set out Full Details of findings]

14. In the preceding 24 months of the date of this declaration there have been no Adverse Rulings under the Prescribed Legislation against the Contractor.

True (delete 14A and initial) Not true (answer 14A)

14A. There have been the following Adverse Rulings under the Prescribed Legislation against the Contractor:

[Set out Full Details of convictions]

15. There are currently no proceedings or prosecutions against the Contractor in respect of a breach of any Prescribed Legislation.

True (delete 15A and initial) Not true (answer 15A)

15A. There are currently the following proceedings or prosecutions against the Contractor in respect of a breach of Prescribed Legislation.

[Set out Full Details of proceedings or prosecutions]

16. The Contractor has not been required to implement any remedial measures to ensure future compliance with the Prescribed Legislation.

True (delete 16A and initial) Not true (answer 16A)

16A. The Contractor has been required to implement the following remedial measures to ensure future compliance with the Prescribed Legislation:

[Set out Full Details of the remedial measures implemented]

I understand that a person who intentionally makes a false statement in a statutory declaration is guilty of an offence under section 11 of the Statutory Declarations Act 1959, and I believe that the statements in this declaration are true in every particular.

[Signature of person making the declaration]]

[Print name of person making the declaration]

Declared at [place] on [day] of [month] [year]

Before me:

[Signature of person before whom the declaration is made]

[Full name, qualification and address of person before whom the declaration is made (in printed letters)]

Note 1 A person who intentionally makes a false statement in a statutory declaration is guilty of an offence, the punishment for which is imprisonment for a term of 4 years – see section 11 of the Statutory Declarations Act 1959.

Note 2 Chapter 2 of the Criminal Code applies to all offences against the Statutory Declarations Act 1959 – see section 5A of the Statutory Declarations Act 1959.

A statutory declaration under the Statutory Declarations Act 1959 may be made before–

- (1) A person who is currently licensed or registered under a law to practise in one of the following occupations:
- | | | |
|----------------------|----------------------|--------------------|
| Chiropractor | Dentist | Legal practitioner |
| Medical practitioner | Nurse | Optometrist |
| Patent attorney | Pharmacist | Physiotherapist |
| Psychologist | Trade marks attorney | Veterinary surgeon |
- (2) A person who is enrolled on the roll of the Supreme Court of a State or Territory, or the High Court of Australia, as a legal practitioner (however described); or
- (3) A person who is in the following list:

Agent of the Australian Postal Corporation who is in charge of an office supplying postal services to the public
Australian Consular Officer or Australian Diplomatic Officer (within the meaning of the Consular Fees Act 1955)
Bailliff

Bank officer with 5 or more continuous years of service

Building society officer with 5 or more years of continuous service

Chief executive officer of a Commonwealth court

Clerk of a court

Commissioner for Affidavits

Commissioner for Declarations

Credit union officer with 5 or more years of continuous service

Employee of the Australian Trade Commission who is:

- (a) in a country or place outside Australia; and
- (b) authorised under paragraph 3 (d) of the Consular Fees Act 1955; and
- (c) exercising his or her function in that place

Employee of the Commonwealth who is:

- (a) in a country or place outside Australia; and
- (b) authorised under paragraph 3 (c) of the Consular Fees Act 1955; and
- (c) exercising his or her function in that place

Fellow of the National Tax Accountants' Association

Finance company officer with 5 or more years of continuous service

Holder of a statutory office not specified in another item in this list

Judge of a court

Justice of the Peace

Magistrate

Marriage celebrant registered under Subdivision C of Division 1 of Part IV of the Marriage Act 1961

Master of a court

Member of Chartered Secretaries Australia

Member of Engineers Australia, other than at the grade of student

Member of the Association of Taxation and Management Accountants

Member of the Australasian Institute of Mining and Metallurgy

Member of the Australian Defence Force who is:

- (a) an officer; or
- (b) a non-commissioned officer within the meaning of the Defence Force Discipline Act 1982 with 5 or more years of continuous service; or
- (c) a warrant officer within the meaning of that Act

Member of the Institute of Chartered Accountants in Australia, the Australian Society of Certified Practising Accountants or the National Institute of Accountants

Member of:

- (a) the Parliament of the Commonwealth; or
- (b) the Parliament of a State; or

- (c) a Territory legislature; or
- (d) a local government authority of a State or Territory

Minister of religion registered under Subdivision A of Division 1 of Part IV of the Marriage Act 1961

Notary public

Permanent employee of the Australian Postal Corporation with 5 or more years of continuous service who is employed in an office supplying postal services to the public

Permanent employee of:

- (a) the Commonwealth or a Commonwealth authority; or
- (b) a State or Territory or a State or Territory authority; or
- (c) a local government authority;

with 5 or more years of continuous service who is not specified in another item in this list

Person before whom a statutory declaration may be made under the law of the State or Territory in which the declaration is made

Police officer

Registrar, or Deputy Registrar, of a court

Senior Executive Service employee of:

- (a) the Commonwealth or a Commonwealth authority; or
- (b) a State or Territory or a State or Territory authority

Sheriff

Sheriff's officer

Teacher employed on a full-time basis at a school or tertiary education institution

6.02 SCREENING OF CONTRACTOR AND EMPLOYEES

- 6.02.1 If requested by the Principal you must ensure that all persons employed in carrying out the Works, whether they are your employees, subcontractors or subcontractor's employees, undergo a National Police Check conducted by the Australian Federal Police and you must, within 7 days of the date of a written request by the Principal, provide it with the result of the National Police Check in respect of all (or nominated) employees, subcontractors and employees of the subcontractors.
- 6.02.2 The Principal may, at its absolute discretion and by written notice, withhold or withdraw approval for any person to have access to the Site. The Principal will not be liable for any detriment caused by the withholding or withdrawal of approval. If the Principal withholds or withdraws approval for any person under this clause, you must not permit that person to have access to the site under this Contract.
- 6.02.3 If requested by the Principal in writing to do so, the Contractor and its employees must provide all information and do any other act or thing for the purpose of assessing the suitability and fitness of that person to be engaged to carry out any part of the Works, including but not limited to, giving finger prints to any police force.

PART 7 CONTRACTING

7.01 INDEMNITY

In addition to the Contractor's obligation under Clause 17 of AS2124-1992, the Contractor indemnifies the Principal, its employees and agents against any claim, demand, action, suit or proceeding that may be brought or made against the Principal by any person in respect of:

- (a) any financial or consequential loss or expense incurred by that person by reason of:
 - (i) any act, default or neglect of the Contractor, its employees, agents, subcontractors or subconsultants in the performance of its obligations under the Contract; or

(ii) any delay by the Contractor in executing or failing to complete the Works in accordance with the Contract; and

(b) any costs and expenses that may be incurred by that person in connection with any such claim, demand, action, suit or proceeding.

7.02 COLLUSIVE ARRANGEMENTS

7.02.1 It is a condition precedent to this Contract that the Contractor has not entered into any collusive arrangement as specified in CT2.05 of the Conditions of Tender for the Works.

7.02.2 If, in the reasonable opinion of the Principal, the Contractor has entered into a collusive arrangement in respect of the Works, then without limitation, to any other right or remedy the Principal may have:

(a) the Principal may by notice in writing terminate this Contract;

(b) if the Contractor has received any money or allowance from or on behalf of another tenderer in relation to the Works, that money or the value of the allowance will be held in trust for and will become immediately payable to the Principal; and/or

(c) if the Contractor pays a trade or industry association or another tenderer for the Works any money in breach of this Clause, the Contractor must immediately give the Principal written notice of that event and the Principal will be entitled to withhold from any monies due to the Contractor under this Contract an equivalent sum as liquidated damages.

7.03 CONTRACTOR'S REPRESENTATIVE

The Contractor's representative must have sufficient command of the English language and of Australian construction and technical terminology to be able to read, converse and receive instructions in English.

7.04 MEASUREMENT OF WORK

Unless otherwise specified in the Contract, work must be measured as follows:

(a) Building Work: in accordance with the Australian Standard Method of Measurement of Building Works; and

(b) Civil Engineering Work: in accordance with AS1181:1982, "Method of measurement of civil engineering works and associated building works".

7.05 USE OF AS2545 - GENERAL CONDITIONS OF SUBCONTRACT

The Contractor must use AS2545 as the General Conditions of Contract for all subcontracts for electrical or mechanical work and all other contracts with a contract value in excess of \$50,000. The only amendment permitted to AS2545 are those necessary for consistency with this Contract.

7.06 PAYMENT FOR MATERIALS, PLANT AND EQUIPMENT

7.06.1 Despite the provisions of Clause 42 of AS2124-1992, if requested by the Contractor to do so, the Principal may pay in advance the value (as determined by the Superintendent) of the materials, plant and equipment items for the Works subject to the following conditions:

- (a) the Superintendent is satisfied that the material or item has not been prematurely delivered to the Site or place of storage and has been stored and protected in a location and manner that is appropriate and adequate having regard to its nature;
- (b) the item has been inspected by the Superintendent and found to be satisfactory subject to any further tests and inspections that the Superintendent may require to be carried out on building in, fixing or installing of the material or item;
- (c) the Contractor has lodged with the Principal security by way of an undertaking in a form approved by the Principal and given by a bank approved by the Principal to pay to the Principal on demand a sum equal to the amount of any advance payments that from time to time have been made by the Principal and have not been included in progress payments; and
- (d) the Superintendent may reject any material or item, whether fixed or not, that is not in accordance with the Contract.

7.06.2 Items for which payment may be made:

- Fleetwood Play Structures and Shade Structures
- Lypa Play Structures

7.07 RESERVED

7.08 RESERVED

7.09 RESERVED

7.10 NO "PAID IF PAID" CLAUSES IN SUBCONTRACTS

The Contractor must ensure that there is no term in the contract between the Contractor and any Subcontractor which is to the effect that the Contractor will pay the Subcontractor only if the Contractor is paid (for the work carried out by the Subcontractor) by the Principal.

PART 8 ADMINISTRATION

8.01 SITE MEETINGS

8.01.1 The Contractor must ensure that site meetings attended by the Contractor, appropriate Subcontractors and the Superintendent are held throughout the duration of the Contract at a frequency determined by agreement between the Superintendent and the Contractor. If agreement cannot be reached, the Superintendent will determine the frequency.

8.01.2 The Superintendent will keep minutes of those meetings and will provide copies to each party within 3 working days after each meeting.

8.01.3 At the first Site meeting, the Superintendent and the Contractor will submit to each other the names and telephone numbers of all responsible persons who may be contacted after hours during the course of the Contract.

8.02 SECURITY

8.02.1 The Principal may:

- (a) have recourse to retention monies and/or cash security; and/or
 - (b) may convert into money, security that does not consist of money,
- at any time.

8.02.2 The scales and level of security applying to this Contract are:

- (a) if the Contract Sum is \$500,000 or less (inclusive of GST), security equal to 5% of the Contract Sum; and
- (b) if the Contract Sum is more than \$500,000 (inclusive of GST), security of \$25,000 (representing 5% of the \$500,000) plus 3% of the amount by which the Contract Sum exceeds \$500,000.

8.02.3 The security must be in the form of one or more of:

- (a) cash or bank cheque;
- (b) an unconditional undertaking in a form approved by the Principal, given by a financial institution which:
 - (i) is approved by the Principal;
 - (ii) is a body regulated by the Australian Prudential Regulation Authority pursuant to the *Australian Prudential Regulation Authority Act 1998*; and
 - (iii) has a Standard and Poor's or Best's credit rating of A- or better; or
- (c) retention monies provided in accordance with clause 8.02.4, if applicable.

8.02.4 If Special Condition 8.02.2(a) above applies, the Contractor may elect to provide security in the form of cash, bank cheque or an unconditional undertaking equal to 1% of the Contract Sum within:

- (a) the time stated in Clause 5.4 of AS2124-1992; or
 - (b) the time for possession of Site under clause 27.1,
- whichever is earlier, and the Principal will deduct retention monies from progress payments at the rate of 10% of the progress payment until the amount of security, including the amount of retention monies, held equals 5% of the Contract Sum.

8.02.5 Until the Contractor has provided security in accordance with this Clause 8.02:

- (a) the Principal will not be liable to pay the amount of the first or any Progress Claim (and any unpaid Payment Claim will not be deemed to be an overdue payment); and
- (b) notwithstanding the provisions of clause 27.1, the Principal may refuse to give the Contractor possession of the Site or any part of the Site until the Contractor has complied with the requirements of clause 8.02.

8.03 SEPARABLE PORTIONS

8.03.1 The part of the Works comprising each Separable Portion are set out below:

Separable Portion 1: Pre Construction Approvals.

Separable Portion 2: Confirmation of deposit payments to commence production of play equipment and shade structures

Separable Portion 3: All Civil Works including Hard Landscaping and Play Equipment.

Separable Portion 4: All Landscaping Works including establishment.

Separable Portion 5: Shrubs, grass & mulched beds 26 week Consolidation period

8.03.2 Despite any other provision of this Contract, the Contractor must complete each Separable Portion of the Works by the Date for Practical Completion, as amended from time to time. The Date for Practical Completion will be calculated from the date of this Contract and the Construction Period set out in the table below.

8.03.3 The Defects Liability Period for each Separable Portion of the Works will be for the periods set out in the table below. Construction periods stated do not include Defects Liability Periods.

8.03.4 The Consolidation Period for landscape works will commence from the date that the construction is accepted in writing by the Superintendent as being complete and will be for the periods set out in the table below. Construction periods stated do not include Consolidation Periods. Landscape works are not deemed to have reached Practical Completion until the end of the Consolidation Period.

8.03.5 Liquidated Damages for each Separable Portion are set out in the table below.

8.03.6

Separable Portion	Construction Period (in weeks)	Liquidated Damages (per day)	Defects Liability Period (in weeks)	Consolidation Period (in weeks)
1. Pre Construction Approvals.	4	\$500.00	52	N/A
2. Confirmation of deposit payments to commence production of play equipment and shade structures	2	\$1,500.00	N/A	N/A
3. All Civil Works including Hard Landscaping and Play Equipment.	40	\$750.00	N/A	52

4. All Landscaping Works including establishment and acceptance for consolidation.	44	\$750.00	N/A	52
5. Shrubs, grass & mulched beds 26 week Consolidation period	Nil	\$750.00	N/A	26

8.04 PROGRAM OF WORK

8.04.1 Despite Clause 33.2 of AS2124-1992, no later than 4 weeks after the date of possession of Site, the Contractor must provide to the Superintendent a construction program consistent with the requirements of the Contract showing:

- (a) the sequence of the Works;
- (b) the critical path of activities related to the Works;
- (c) the dates by which or the time within which the various stages or portions of the Works are to be executed; and
- (d) any other information required to be provided under this Contract.

8.04.2 The Contractor must:

- (a) revise the construction program each month in the light of the progress of the Works;
- (b) submit the revision with each Payment Claim; and
- (c) mount and display in the Contractor's Site office a bar chart or network diagram based on the construction program and keep it up to date.

8.05 PAYMENT CLAIMS

8.05.1 At the commencement of the Contract, the Contractor must provide to the Principal a schedule of the anticipated monthly Payment Claims which will be made throughout the duration of the Contract.

8.05.2 The Contractor must provide to the Principal a revised schedule with each month's Payment Claim.

8.05.3 Each Payment Claim must be accompanied by a completed Form USF957 and, if requested, an Ethical Suppliers Declaration in the form at **Schedule 4** or any alternative form required by the Principal.

8.06 FIRST PROGRESS PAYMENT

Despite any other provision of this Contract, the Principal may at its discretion retain any monies under this Contract until the Contractor has:

- (a) lodged the security deposit required under this Contract; and

- (b) signed the copies of this Contract forwarded to it by the Principal and returned the signed copies to the Principal. Clause 42.9 AS2124-1992 will not apply to monies retained in accordance with this Clause 8.06.

8.07 PAYMENTS LIMITATIONS

Not used.

PART 9 SITE

9.01 SIGNBOARD

9.01.1 The Contractor must:

- (a) within 2 weeks of establishment of the Site, provide a signboard with the details shown in the most recent revision of ACT Project's Drawing P-QD-01G as provided for on <https://www.act.gov.au/majorprojectscanberra/procurement/construction-documents/signage-guidelines-and-templates> or as otherwise directed;
- (b) erect the signboard at or near ground level on the Site where directed; and
- (c) maintain the signboard in good condition until Practical Completion, then dismantled and remove it.

9.01.2 The signboard remains the property of the Contractor.

9.01.3 The Contractor must obtain approval from the Superintendent for any Subcontractors' signboards. No other contractor's or Subcontractor's signs are permitted on the Site.

9.02 SITE OFFICE

The Contractor must:

- (a) provide and erect on the Site, approved temporary facilities for the use of the contractor's employees and subcontractors. The facilities must have a suitably secured entrance door, opening windows on at least two sides and finished externally and internally to the satisfaction of the Superintendent;
- (b) site facilities must comply with minimum award and WHS requirements
- (c) facilities must include provision of a meeting room to conduct regular site meetings
- (d) maintain the office in good order and clean condition with suitable furniture and with electricity connected for the duration of the Works; and
- (e) after obtaining permission from the Superintendent, remove the facilities on completion of the Works.

9.03 RESERVED

9.04 RESERVED

9.05 ACCESS FOR VISITORS

The Principal may require that the Site be available from time to time for access by visitors. The Contractor will allow access to the Site if required.

9.06 PROTECTION AND RECOVERY OF SURVEY CONTROL MARKS

9.06.1 On commencement of the Contract, the Contractor must:

- (a) provide the Chief Surveyor (phone 62071965, FAX 62071944) with details of the area of activity and the date of commencement of earth works;
- (b) follow any instructions given by the Chief Surveyor regarding the identification and preservation of surface and sub-surface ACT Government survey marks within the area of activity; and
- (c) supply written evidence that this Clause 9.05 has been complied with.

9.06.2 The Commissioner for Surveys will carry out any mark recovery surveys considered necessary.

9.07 SMOKE FREE WORKPLACE

The internal areas of existing buildings which comprise the Site are smoke free workplaces. The Contractor must ensure that employees and subcontractors comply with this condition.

9.08 ASBESTOS

The Contractor must:

- (a) immediately report all asbestos found on the Site to the Superintendent; and
- (b) promptly employ a suitably qualified person to dispose of the asbestos in accordance with relevant safety regulations.

9.09 RESERVED

9.10 ADJOINING PROPERTY

The Contractor must:

- (a) arrange a joint inspection with the Superintendent and the owners and occupants of adjoining properties prior to commencement of and on completion of the Works;
- (b) at the initial inspection, make detailed records of conditions existing within the adjoining properties, especially structural defects and other damage or defacement;

- (c) arrange for not less than 2 copies of each record, including drawings, written descriptions and photographs, to be endorsed by the owners and occupants, or their representative, as evidence of conditions existing before commencement of the Works;
- (d) provide 1 copy endorsed by the owner or occupier of each record to the Superintendent and retain the other endorsed copy on the Site;
- (e) give notice of intention to commence the Works to owners and/or occupants of adjoining property, and give them an outline description of the type and extent of the Works;
- (f) not demolish or damage adjoining property shown on the Drawings as encroachments on the Site; and
- (g) obtain instructions immediately from the Principal if the Works reveal encroachments of the adjoining property on to the Site or encroachments of existing Site structures on to adjoining property, and those encroachments are not referred to in the Contract.

9.11 RESERVED

9.12 STATUTORY REQUIREMENTS

9.12.1 The Contractor is not required to submit plans supplied by the Principal to local or other authorities for approval unless otherwise required by the Contract.

9.12.2 Unless otherwise provided, the Contractor must:

- (a) arrange for the connection of all water, drainage, sewerage, gas and electricity services; and
- (b) apply for and maintain all relevant permits and licences and pay all fees and charges levied by the relevant authority.

PART 10 COMPLETION

10.01 RESERVED

10.02 FINAL CLEANING UP

On completion of the Works, the Contractor must:

- (a) leave all gutters, drains and equipment in a thoroughly clean and efficient operating condition;
- (b) ensure that all ground areas are finished to an even grade and free of rubbish;
- (c) ensure that all temporary fences and structures are removed; and
- (d) ensure all areas are left in a condition similar to that which existed before the Works commenced.

PART 11 MATERIALS AND WORKMANSHIP

11.01 MANUFACTURERS' RECOMMENDATIONS

The Contractor must use manufactured items in the Works only in accordance with the current published recommendations of the manufacturer relevant to such use.

11.02 STANDARDS

An Australian or other nominated standard or other standard approved by the Superintendent will be the edition last published prior to 1 month before the closing date for tenders for the Works.

11.03 SITE COPIES OF STANDARDS

The Contractor must keep on the Site a copy of each standard referred to in the Specification or approved by the Superintendent which specifies site operations or site codes of practice.

11.04 SAMPLES

11.04.1 Items in respect of which samples are specified must be in accordance with an approved sample, or within a range defined by approved samples.

11.04.2 The Contractor is solely responsible for the consequences of delay resulting from failure to allow reasonable time for the assessment and approval of samples, or from the rejection of samples which do not comply with the Specification.

11.05 TESTING

11.05.1 Despite the requirements of Clause 31.3 of AS2124-1992, the Contractor must arrange testing of any material or work as directed by the Superintendent.

11.05.2 Unless otherwise specified or approved, all testing under this Contract must be carried out by a laboratory which is registered with the National Association of Testing Authorities ("NATA") for the sampling and testing required. The Contractor must submit a copy of all test certificates directly to the Superintendent.

11.05.3 When the Contractor is satisfied that materials for use on this Contract or works carried out are in accordance with the Specification, the Contractor must give written notification to the Superintendent designating the materials or the area of work which is ready for inspection for acceptance. The Superintendent will provide written advice to the Contractor stipulating any testing required and the test locations.

11.05.4 The materials or work being tested may not be accepted as satisfactory by the Superintendent until the results of all tests relating to that material or work are satisfactory. The Superintendent will return to the Contractor 1 copy of the test certificates endorsed with the Superintendent's acceptance or rejection of the material or work which the testing represents.

PART 12 GOODS AND SERVICES TAX

12.01 GOODS AND SERVICES TAX

12.01.1 Words and phrases defined in the *A New Tax System (Goods and Services Tax) Act 1999* (Cwlth) (“GST Act”) have the same meaning in this Clause as in the GST Act.

12.01.2 Despite any other provision to the contrary, the Principal will not be liable to pay any amount to the Contractor until the Contractor provides the Principal with a correctly rendered tax invoice for that amount. A tax invoice is correctly rendered if it states:

- (a) the Principal’s reference number;
- (b) the amount due to the Contractor and the basis for the calculation of that amount;
- (c) the amount of any GST paid or payable by the Contractor in respect of that part of the Works, the amount for which is specified pursuant to paragraph (b);
- (d) the date of completion and a description (including the quality) of the Services to which the invoice relates;
- (e) if a discount is applicable, the discounted price; and
- (f) the Contractor’s address for payment.

12.01.3 If the Contractor does not supply a correctly rendered tax invoice in accordance with this Clause 12:01:

- (a) the Principal may:
 - (i) refuse to perform any other obligation the Territory is otherwise liable to perform; and
 - (ii) may suspend the payment and refuse to pay any amount otherwise payable by the Principal to the Contractor until, a correctly rendered tax invoice is supplied to the Principal; and
- (b) despite any provision to the contrary in this Contract and AS2124-1992, the Principal will not be liable for any penalty for late payment.

12.02 CHANGES TO GST LIABILITY

If there is any change in the GST liability associated with any supply under this Contract, the consideration payable for the supply must be varied so that the Contractor's net dollar margin in respect of the supply remains the same.

PART 13 GENERAL

13.01 NON-DISCLOSURE OF TERRITORY INFORMATION

13.01.1 For the purposes of this Contract “Territory Information” means the kind of information that:

- (a) is or relates to documents, submissions, consultations, policies, strategies, practices and procedures of the Principal which are by their nature confidential;
- (b) is notified (whether in writing or not) by the Principal to the Contractor as being confidential;
- (c) is specified in the Annexure to the General Conditions of Contract; or
- (d) is personal information ("**Personal Information**") as defined in section 8 of the *Information Privacy Act 2014* (ACT), namely, information or an opinion about an identified individual or an individual who is reasonably identifiable who is reasonably identifiable, whether the information is true or not, and whether the information or opinion is recorded in a material form or not, but does not include personal health information (as defined in the *Health Records (Privacy and Access) Act 1997* (ACT) about the individual,

but does not include information which:

- (e) is or becomes public knowledge other than by breach of this Contract;
- (f) has been independently developed or acquired by the Contractor; or
- (g) has been notified in writing by the Principal to the Contractor as being not confidential.

13.01.2 Except as provided in this Contract, the Contractor must not disclose Territory Information to any person without the prior written consent of the Principal except where the Territory Information is:

- (a) required or authorised to be disclosed by law;
- (b) disclosed to the Contractor's solicitors, auditors, insurers or advisers;
- (c) generally available to the public; or
- (d) in the possession of the Contractor without restriction in relation to disclosure before the date of receipt from the Principal.

13.01.3 The Contractor must take all reasonable measures to ensure that:

- (a) Territory Information accessed or held by it in connection with this Contract is protected against loss, and against unauthorised access, use, modification, disclosure or other misuse in accordance with reasonable procedures for that purpose; and
- (b) only authorised personnel have access to Territory Information.

13.01.4 The Contractor must:

- (a) use Territory Information held in connection with the Contract only for the purposes of fulfilling its obligations under this Contract;

- (b) in respect of Personal Information as defined in Clause 13.01.1(d) above:
- (i) comply with the “Territory Privacy Principles” (“**TPP**”) provided for in section 13 and set out in Schedule 1 of the *Information Privacy Act 2014* (ACT) and any applicable code of practice about information privacy which, having regard to section 21(1) and (3) of the *Information Privacy Act 2014* (ACT), binds the agency that engages the Contractor in the provision of the Services (“**TPP Code**”) and must not (and procure that any subcontractor engaged by the Contractor under this Agreement does not) act or engage in a practice that breaches a TPP or TPP Code; and
 - (ii) co-operate with any reasonable requests or directions of the Principal arising directly from, or in connection with, the exercise of the functions of the information privacy commissioner under the *Information Privacy Act 2014* (ACT);
- (c) not transfer Territory Information held in connection with this Contract outside the Australian Capital Territory, or allow any person (other than authorised personnel) outside the Australian Capital Territory to have access to it, without the prior approval of the Principal; and
- (d) without limiting Clause 7.01, indemnify the Principal against any successful claim or proceeding made against the Principal resulting from the Contractor’s breach of its obligations under this Clause 13.01.

13.01.5 The Contractor must immediately notify the Principal if the Contractor becomes aware that:

- (a) a disclosure of Territory Information may be required by law; or
- (b) an unauthorised disclosure of Territory Information has occurred.

13.01.6 The Contractor acknowledges that the publication or communication of any fact or document by a person which has come to its knowledge or into its possession or custody by virtue of the performance of this Contract (other than to a person to whom the Contractor is authorised to publish or disclose the fact or document) may be an offence under section 153 of the *Crimes Act 1900* (ACT).

13.02 NON-DISCLOSURE OF CONFIDENTIAL TEXT

13.02.1 In this Contract, “Confidential Text” means the information specified in the Annexure to the General Conditions of the Contract.

13.02.2 In giving effect to the principles of open and accountable government, the Principal may disclose documents and information unless it has otherwise agreed, or is otherwise required under law, to keep the information confidential. In accordance with those principles, this Contract may be a notifiable contract under the *Government Procurement Act 2001* (ACT) and, if so, the Principal will be required to make the text of this Contract available to the public, including by publication on a public contracts register.

13.02.3 Clause 13.02.4 will apply if Confidential Text is specified in the Annexure to the General Conditions of Contract. The grounds on which the text is confidential are set out in the Annexure to the General Conditions of Contract.

13.02.4 Except as provided in this Contract, the Principal must not disclose Confidential Text to any person except to the extent that the Confidential Text is:

- (a) text that the Contractor has requested to be kept confidential and the Contractor has given its prior written consent to the disclosure (which consent will not be unreasonably withheld);
- (b) required or authorised to be disclosed under law;
- (c) reasonably necessary for the enforcement of the criminal law;
- (d) disclosed to the Principal's solicitors, auditors, insurers or advisers;
- (e) generally available to the public;
- (f) in the possession of the Principal without restriction in relation to disclosure before the date of receipt from the Contractor;
- (g) disclosed by the responsible Minister in reporting to the Legislative Assembly or its committees; or
- (h) disclosed to the ombudsman or for a purpose in relation to the protection of the public revenue.

13.03 GENERAL

13.01.1 Conflict of Interest

The Contractor:

- (1) warrants that, at the date of entering into this Contract, no conflict of interest exists or is likely to arise in the performance of its obligations under this Contract; and
- (2) must, if a conflict, or risk of conflict, of interest arises during the term of this Contract:
 - (a) notify the Principal immediately in writing of that conflict or risk, and
 - (b) comply with any requirement of the Principal to eliminate or otherwise deal with that conflict or risk.

13.03.2 No Employment, Partnership or Agency Relationship

- (1) Nothing in this Contract constitutes the Contractor, or its employees, agents or subcontractors as employees, partners or agents of the Principal or creates any employment, partnership or agency for any purpose.
- (2) The Contractor must not represent itself, and must ensure its employees, agents and Subcontractors do not represent themselves, as being employees, partners or agents of the Principal.

13.03.3 Entire Agreement

This Contract comprises the entire agreement between the parties in relation to the Works and supersedes any prior representations, negotiations, writings, memoranda and agreements.

13.03.4 Severability

Any provision of this Contract that is illegal, void or unenforceable will not form part of this Contract to the extent of that illegality, voidness or unenforceability. The remaining provisions of this Contract will not be invalidated by an illegal, void or unenforceable provision.

13.03.5 No Waiver

Failure or omission by the Principal at any time to enforce or require strict or timely compliance with any provision of this Contract will not affect or impair that provision in any way or the rights and remedies that the Principal may have in respect of that provision.

13.03.6 Compliance With Laws

The Contractor must comply with the laws from time to time in force in the Australian Capital Territory in performing its obligations under this Contract.

PART 14 ADDITIONS

14.01 RESERVED

14.02 PRACTICAL COMPLETION

Practical completion of each separable portion shall not be deemed to have been achieved until the following events have occurred:

1. Certification from the contractor that all works have been completed in accordance with the contract drawings, specifications and any amendments to such
2. Works are essentially complete, including rectification of defects notified as a result of inspections by the Superintendent and provision of documents acceptable for submission to the relevant accepting Authorities and Departments
3. Acceptance of works for handover to the Principal has been received by the Superintendent
4. Works as executed drawings, handed to the superintendent in and acceptable digital format and have been approved by the Superintendent and the relevant Authorities. This information is required for acceptance by the Authorities and must be provided in sufficient time to allow preparation of the application certificate by the Superintendent and the process of acceptance by the Authorities. This information must be checked and certified as correct by the Contractor.
5. The contractor has completed and certified asset schedules referred to in Form 960 Table 1 Quality Requirements
6. The contractor has complied with the provision of quality records in accordance with Clause 3.09 of the Special conditions of contract
7. Certificates of compliance are provided to the Superintendent for (responsibility of contractor to arrange) :
TCCS
EVO Energy
Icon Water
ACTPLA

Due allowance to achieve these requirements shall be made by the contractor when scheduling work. The contractor shall allow sufficient time for practical completion process. No extension of time will be granted for failure to obtain the necessary certificates within the time allowed by the separable portions

If there is any inconsistency between a provision in these General Conditions of Contract and any special conditions of contract, to the extent of the inconsistency the provisions of the special conditions of contract shall prevail.

PART 15 NOT USED

PART 16 RESERVED

PART 17 TERMINATION FOR CONVENIENCE

- 17.01.1 Without prejudice to any of the Principal's other rights under the Contract, the Principal may:
- (a) at any time for its sole convenience, and without the need to give reasons, by written notice to the Contractor terminate the Contract effective from the time stated in the notice or if no such time is stated, at the time the notice is given to the Contractor; and
 - (b) thereafter, at its absolute discretion, complete the uncompleted part of the Works either itself or by engaging other contractors.
- 17.01.2 The Contractor must leave the Site by the time termination takes effect (or immediately if termination takes effect at the time the notice is given to the Contractor) and remove all Constructional Plant and Temporary Works except for those items identified in the termination notice as to be retained on the Site.
- 17.01.3 If the Principal terminates the Contract under clause 17.01.1, the Contractor:
- (a) will be entitled to payment of the following amounts as determined by the Superintendent:
 - (i) for work carried out prior to the date of termination, the amount which would have been payable if the Contract had not been terminated and the Contractor submitted a Payment Claim for work carried out to the date of termination;
 - (ii) the cost of goods or materials reasonably ordered by the Contractor for the Works for which the Contractor is legally bound to pay provided that:
 - (A) the value of the goods or materials is not included in the amount payable under subparagraph (i); and
 - (B) title in the goods and materials will vest in the Principal upon payment; and
 - (iii) the reasonable cost of removing from the Site all labour, Constructional Plant, and Temporary Works; and
 - (b) must:

- (i) take all steps possible to mitigate the costs referred to in paragraphs (ii) and (iii); and
- (ii) immediately hand over to the Principal all copies of:
 - (A) documents provided by the Principal in connection with the Contract; and
 - (B) Contract Material prepared by the Contractor to the date of termination (whether complete or not).

- 17.01.4 The amount to which the Contractor is entitled under clause 17.01.3 will be a limitation upon the Principal's liability to the Contractor arising out of, or in any way in connection with, the termination of the Contract in accordance with this Part and the Contractor will not be entitled to make any claim against the Principal arising out of, or in any way in connection with, the termination of the Contract other than for the amount payable under clause 17.01.3.
- 17.01.5 Clauses 17.01.3 and 17.01.4 will survive the termination of the Contract by the Principal under clause 17.01.1.
- 17.01.6 The Contractor must, wherever possible, include in all subcontracts and other contracts an equivalent provision to this Part 17.

PART 18 PROJECT MANAGEMENT DELIVERY

18.01 APPLICATION OF PART 18

- 18.01.1 This Part 18 only applies if the item in the Annexure to General Conditions of Contract entitled "Appointment of a Project Manager" is marked "Yes – Part 18 applies".
- 18.01.2 As the Principal has given possession of Site to a person other than the Contractor any reference to "possession" shall be amended to mean "access", where the context permits.
- 18.01.3 In addition to any other provisions of this Contract the Contractor must comply with the directions given and other requirements of the person to whom the Principal has given possession of Site in relation to all matters relating to the Site including but not limited to:
- (a) means of access and egress to the Site;
 - (b) security;
 - (c) induction; and
 - (d) work, health and safety matters (where the person given possession is also the principal contractor (see Part 4A)).
- 18.01.4 The Contractor must ensure any construction program it is required to provide under this Contract is consistent with any construction program prepared by the person with possession of the Site, from time to time.

PART 19 NOVATION ON TERMINATION

19.01 NOVATION ON TERMINATION

Major Projects Canberra – Tender for Construction Projects using a Lump Sum (AS2124) Delivery System
 Template: RFT - Construction (Lump Sum AS2124) v23 Updated 11 December 2020

If the Contract is terminated:

- (a) the Contractor must consent to a novation to the Principal or its nominee of all subcontracts (which includes, for the avoidance of doubt, contracts with any suppliers and consultants) concerning the Works, as required by the Principal. The Contractor must procure at the time of entering into each subcontract the consent in writing of all of its subcontractors to the novation. The Principal may at any time make payments to subcontractors and may deduct, withhold or set-off any amounts to be paid under the novated contracts from amounts otherwise payable to the Contractor or from any security given on the Contractor's behalf; and
- (b) the Contractor must do everything and sign all documents necessary to give effect to this special condition and it irrevocably appoints the Principal as its attorney to do this in its name if it fails to do so.

PART 20 AUTHORISATION TO RELEASE AND USE INFORMATION

20.01.1 The Contractor authorises the Principal to:

- (a) provide information about the Contractor, including information provided by the Contractor and information related to the Contractor's performance, to other Territory, Commonwealth or State agencies at any time or for any reason; and
- (b) take account of information about the Contractor including reports of unsatisfactory performance, from any government agency or other reputable source, when deciding whether to offer the Contractor future opportunities for work.

20.01.2 The Contractor acknowledges that the Principal is entitled to rely on the defence of qualified privilege for the purpose of section 101A of the Civil Law (Wrongs) Act 2002 (ACT) and section 35 of the Public Interest Disclosure Act 1994 (ACT) in making information available to others as contemplated by special condition 20.01.1.

20.01.3 The Contractor releases and indemnifies the Principal from and against any claim, action, loss, damage, expense or liability the Principal may sustain or incur in connection with anything authorised by this special condition or anything done by a recipient of the information.

PART 21 PREQUALIFICATION AND PERFORMANCE

21.01.1 The Contractor must, during the term of this Contract, hold and maintain prequalification with the ACT Government at a level equivalent to or higher than the level the Contractor was required to hold at the time of award of the Contract.

21.01.2 The performance of the Contractor may be monitored and assessed during the term of the Contract. Performance assessment reports may be taken into account by the Principal or any of its agencies and may result in future opportunities for contracts or work with the Principal or any of its agencies being restricted or lost.

PART 22 PRINCIPAL'S REPRESENTATIVE

22.01.1 The Principal may appoint a person to act with its full authority in all matters relating to the Contract as the Principal's representative and in that case, will keep the Contractor and the Superintendent informed in writing of the name of that person, and of any change.

PART 23 CONTRACTOR MONTHLY REPORTING

23.01.1 The Contractor is to report on Work health and safety matters:

- (a) The Contractor is to provide a monthly WHS report, in the format supplied by the Principal, no later than five days after the end of the month which is the subject of the report.

23.01.2 The Contractor is to provide a progress report no later than five days after the end of the month which is the subject of the report. The report is to contain at a minimum:

- (a) Project Summary: including project name, site address, project team, key contractual dates and stakeholders;
- (b) Executive Summary providing an overall summary of progress and highlighting key issues for the reporting period and key activities to be achieved in the next reporting period;
- (c) Implementation and progress against the required Implementation Plans submitted at time of tender;
- (d) Project Financials: including contract value, approved, pending and forecast variations; provisional sum management, cashflow tracking and progress claim record;
- (e) Procurement: including subcontractor and supplier engagement status, long lead time items and any delays;
- (f) Program and Milestones: including overview; risks and opportunities, delays, staging planning, contingency and a status-ed contract program;
- (g) Contractual Matters: including Claims, unresolved Requests for Information, potential Issues, contract notices, Principal relation matters, extensions of time and minutes of Construction Control Group meetings;
- (h) Design and Documentation: including documentation schedule (if any), design items requiring action, risks, issues and opportunities, samples register, RFI register and change register status report;
- (i) Authority/Utility and Approvals updates;
- (j) Construction Activities;
- (k) WHS, Environment, Quality, SLJC and Compliance matters and statistics;
- (l) Completion Requirements: including commissioning and acceptance, O&M Manuals and as-built documentation, building tuning and user training; and
- (m) Site photographs showing key construction activities.

SPECIFICATION

This Contract uses ACT Standard Specification for Urban Infrastructure Works Edition 1 Revision 0 October 2002 (ACT Standard Specification):

The text of the ACT Standard Specification is not included in this document. The ACT Standard Specification may be obtained from:

Development Review and Co-Ordination – Development and Project Support
Transport Canberra City Services
496 Northbourne Avenue
DICKSON ACT 2602

Phone (02) 6207 0019 or email TCCS.DRC@act.gov.au

http://www.tccs.act.gov.au/Development_and_Project_Support/pre-development-applications/estate-development-plans/Standard-Specification-for-Urban-Infrastructure-Works

AND

the following Technical Exception Clauses.

SCHEDULE OF DRAWINGS

COOMBS EDGEWORTH PARADE PLAYSPACE

1503 - 000	COVER PAGE	03.06.21	N/A
1503 - 001	COVER PAGE (CONTINUED)	31.03.21	N/A
1503 - 201	SITE PLAN	31.03.21	F
1503 - 202	DEMOLITION PLAN	24.02.21	D
1503 - 203	LEGENDS+ NOTES 1	31.03.21	F
1503 - 204	LEGENDS+ NOTES 2	24.02.21	D
1503 - 301	GENERALARRANGEMENTSPLAN1	03.06.21	G
1503 - 302	GENERAL ARRANGEMENTS PLAN 2	03.06.21	F
1503 - 303	GENERALARRANGEMENTSPLAN3	03.06.21	E
1503 - 304	GENERAL ARRANGEMENTS PLAN 4	03.06.21	F
1503 - 305	GENERAL ARRANGEMENTS PLAN 5	03.06.21	F
1503 - 306	GENERAL ARRANGEMENTS PLAN 6	03.06.21	E
1503 - 307	GENERALARRANGEMENTSPLAN7	03.06.21	E
1503 - 401	GRADING PLAN 1	03.06.21	E
1503 - 402	GRADING PLAN 2	03.06.21	F
1503 - 403	GRADING PLAN 3	03.06.21	E
1503 - 404	GRADING PLAN 4	03.06.21	E
1503 - 405	GRADING PLAN 5	03.06.21	F
1503 - 406	GRADING PLAN 6	03.06.21	E
1503 - 407	GRADING PLAN 7	03.06.21	E
1503 - 501	JOINTINGPLAN 1	03.06.21	F
1503 - 502	JOINTINGPLAN 2	03.06.21	E
1503 - 601	PLANTING PLAN 1	03.06.21	E
1503 - 602	PLANTING PLAN 2	03.06.21	F
1503 - 603	PLANTING PLAN 3	03.06.21	E
1503 - 604	PLANTING PLAN 4	03.06.21	E
1503 - 605	PLANTING PLAN 5	03.06.21	F
1503 - 606	PLANTING PLAN 6	03.06.21	E
1503 - 607	PLANTING PLAN 7	03.06.21	E
1503-701	DETAIL PLAN 1	24.02.21	D
1503 - 702	PLAYGROUND EQUIPMENT IMPACT ZONES	24.02.21	A
1503 - 801	DETAILS 1	03.06.21	E
1503 - 802	DETAILS 2	24.02.21	D
1503 - 803	DETAILS 3	03.06.21	E
1503 - 804	DETAILS 4	24.02.21	B
1503 - 805	DETAILS 5	24.02.21	B
1503 - 806	DETAILS 6	24.02.21	B
1503 - 807	DETAILS 7	24.02.21	B

1503 - 808	DETAILS 8	24.02.21	A
1503 - 809	DETAILS 9	24.02.21	A
1503 - 810	DETAILS 10	24.02.21	A
1503 - 811	DETAILS 11	24.02.21	A
1503 - 812	DETAILS 12	24.02.21	A
1503 - 813	DETAILS 13	24.02.21	A
1503 - 814	DETAILS 14	24.02.21	A
1503 - 815	DETAILS 15	24.02.21	A
1503 - 816	DETAILS 16	24.02.21	A
1503 - 817	DETAILS 17	24.02.21	A
1503 - 851	PERSPECTIVE 1	24.02.21	E
1503 - 852	PERSPECTIVE 2	24.02.21	E
1503 - 901	MATERIALS 1 - PROPRIETARY PLAY EQUIPMENT	24.02.21	E
1503 - 902	MATERIALS 2 - PROPRIETARY PLAY EQUIPMENT	03.06.21	F
1503 - 903	MATERIALS 3 - PROPRIETARY PLAY EQUIPMENT	24.02.21	B
1503 - 904	MATERIALS 4 - PROPRIETARY FURNITURE	24.02.21	E
1503 - 905	MATERIALS 5 - SURFACES+ MATERIALS	24.02.21	E
1503 - 906	MATERIALS 6 - SURFACES+ MATERIALS	24.02.21	E
1503 - 907	MATERIALS 7 - SURFACES+ MATERIALS	24..02.21	E
1503 - 908	MATERIALS 8 - SURFACES+ MATERIALS	24.02.21	E
1503 - 909	MATERIALS 9 - SURFACES+ MATERIALS	24.02.21	E
1503 - 910	MATERIALS 10 - SURFACES+ MATERIALS	24.02.21	E
1503 - 911	MATERIALS 11 - PLAY SCULPTURE	24.02.21	A
1503 - 912	PLAY STRUCTURE APPLIED GRAPHIC 2	24.02.21	A
1503 - 913	PLAY STRUCTURE APPLIED GRAPHIC 2	24.02.21	A

CIVIL WORKS

DWG#	TITLE	DATE	REVISION
50519045 - C100- CS	COVER SHEET, LOCALITY PLAN AND DRAWING LIST	01.06.21	D
50519045-C110-GN	GENERAL NOTES AND LEGEND	01.06.21	D
50519045 - C120-SP	SITE PLAN	01.06.21	D
50519045 - C130-GA	GENERAL ARRANGEMENT PLAN ROAD MODIFICATIONS	01.06.21	D
50519045 - C135-WSP	HYDRAULIC SERVICES PLAN	01.06.21	J
50519045-C140-DM	DEMOLITION PLAN	01.06.21	D
50519045-C150-ISO	ISOPACH PLAN	01.06.21	D
50519045-C160-AL	ALIGNMENT PLAN	01.06.21	D
50519045-C165-LS	LONGITUDINAL SECTION PATH SA 01 SHEET 1 OF 7	01.06.21	D
50519045-C166-LS	LONGITUDINAL SECTION PATH SA 02 SHEET 2 OF 7	01.06.21	D
50519045-C167-LS	LONGITUDINAL SECTION PATH SA 03 SHEET 3 OF 7	01.06.21	D

50519045-C168-LS	LONGITUDINAL SECTION PATH SA 04 SHEET 4 OF 7	01.06.21	D
50519045-C169-LS	LONGITUDINAL SECTION PATH SA 05 SHEET 5 OF 7	01.06.21	D
50519045-CI 70-LS	LONGITUDINAL SECTION PATH SA 06 SHEET 6 OF 7	01.06.21	D
50519045-C171-LS	LONGITUDINAL SECTION PATH SA 07 SHEET 7 OF 7	01.06.21	D
50519045-C180-ES-1	EROSION AND SEDIMENT CONTROL PLAN SHEET 1 OF 2	01.06.21	D
50519045-C181-ES-2	EROSION AND SEDIMENT CONTROL NOTES AND DETAILS SHEET 2 OF 2	01.06.21	D
50519045-C190-TTM-1	TEMPORARY TRAFFIC MANAGEMENT PLAN SHEET 1 OF 2	01.06.21	D
50519045-C191-TTM-1	TEMPORARY TRAFFIC MANAGEMENT PLAN SHEET 2 OF 2	01.06.21	D
50519045-C200-TCD-1	TRAFFIC CONTROL DEVICES	01.06.21	D
50519045-C210-SFP	SURFACE FINISHES PLAN	01.06.21	D
50519045-C230-TSP	TYPICAL SECTIONS PLAN	01.06.21	D

ELECTRICAL SERVICES

DWG#	TITLE	DATE	REVISION
19008 - E1	KEY PLAN, LEGEND, NOTES & DETAILS	19.02.21	6
19008- E2	SITE PLAN	19.02.21	6

FLEETWOOD URBAN

DWG#	TITLE	DATE	REVISION
11083	COOMBS SHELTERS PERSPECTIVES	28.08.20	A
10362	COOMBS BOMMY KNOCKERS PERSPECTIVES	28.08.20	A
PS118430-S000	GENERAL NOTES	28.08.20	P1
PS118430-S001	BOMMY KNOCKER DRAWING 1	28.08.20	P1
PS118430-S002	BOMMY KNOCKER DRAWING 2	28.08.20	P1
PS118430-S003	6X3 EUCALYPTUS SHELTER	28.08.20	P1
PS118430-S004	9X3 EUCALYPTUS SHELTER	28.08.20	P1
PS118430-S005	12X4 EUCALYPTUS SHELTER	28.08.20	P1
PS118430-S006	PLATONOUS LEAF SHELTER	28.08.20	P1

LYP A

DWG#	TITLE	DATE	REVISION
L032300 PS_ A3_ 200821	COOMBS NEST	28.08.20	NIA
L032300	PRELIMINARY STRUCTURAL ENGINEERING CERTIFICATION	28.08.20	NIA

IRRIGATION

DWG#	TITLE	DATE	REVISION
2067-1-01-01	IRRIGATION LAYOUT	26.03.21	G

FORM OF TENDER (Lump Sum and Schedule of Rates)

(Page 1 of 2)

Tenders must be lodged electronically at:

Tenders ACT www.tenders.act.gov.au

Tel:(02) 6207 7377

I/we _____ ACN/ABN _____
(legal entity in block letters)

accept the tender and contract conditions in this RFT and tender to perform the Works for the

(Project No) _____

for the rate/s stated in the completed Schedule of Rates attached to this Form of Tender and for the GST inclusive sum of \$ _____ (“Tender Price”).

I/we understand that by signing this Form of Tender, a deed of agreement will be created if this Tender is accepted in writing by the Principal.

I/we, therefore, warrant that all information provided by me/us in this Tender is complete and accurate.

Contact and Notice Details

Address of Registered Office of Tenderer _____

Address for Service of Notices _____

Contact Person and Position within the Tendering Organisation _____

Telephone Number _____ Facsimile Number _____

E-mail address _____

Election of Security/Retention Money

NOTE: Complete this item if the CONTRACT SUM is \$500,000 OR LESS (GST inclusive) (refer to Special Conditions of Contract 8.02).

If an election is not made 5% security will be required.

1% Security plus 4% Retention 5% Security

(Note: if the Contract Sum is more than \$500,000 (incl. GST) the amount of security required is as set out in Special Condition of Contract 8.02.2(b))

Percentage for profit and overheads for the purposes of Clause 40.5(1)(d) [deductions] is: _____%

(Note: 10% applies if this item is not completed)

Percentage of Contract Sum allowed for work as executed drawings, operational manuals and other documents required for practical completion: _____% (must not be less than 5% of the Contract Sum)

(Notes: (1) 5% applies if this item is not completed.

(2) This amount is included within the Contract Sum, and is payable under the Contract only after both submission of:

- (a) all required documents for Practical Completion complying with the Contract, and*
- (b) if asset acceptance is required, which are acceptable to TAMSD Asset Acceptance unit).*

FORM OF TENDER (Lump Sum and Schedule of Rates)

(Page 2 of 2)

Acknowledgment of Addenda

(Only to be completed when addenda have been issued during the tender period.)

I/we acknowledge that the following addenda have been received and allowance for these addenda has been made in the Tender Price _____

SIGNED BY THE TENDERER on

20..

SIGNED by and on behalf of

(Name of Tenderer)

ACN/ABN

in the presence of:

Signature of Witness

Print Name of Witness

Signature of Authorised Signatory

Print Name and Office Held

Signature of Authorised Signatory

Print Name and Office Held

Note:

Company: This form must be signed by 2 directors or a director and a secretary.

If the company is a proprietary company who has a sole director who is also the sole company secretary then this form must be signed by that director and witnessed.

Partnership: This form must be signed by at least one partner on behalf of all other partners and witnessed.

Individual: This form must be signed by the individual tendering for the Works and witnessed.

TENDER SCHEDULE

(Tenders submitted without this Tender Schedule will be deemed non-conforming and not considered further.)

ITEM 1

I/we provide the following financial breakdown applicable to the Tender Price submitted on the attached Form of Tender for the Works:

_____ (Project No) _____

- (a) Cost of work **exclusive** of GST, Provisional Sums, and the cost of work as executed drawings, operations manuals and other documents required for practical completion:
 - (b) GST applicable to the above:
 - (c) Allowance for Provisional Sums (this includes applicable GST):
 - (d) Allowance for work as executed drawings, operational manuals and other documents required for practical completion (this includes applicable GST) [which must be no less than 5% of the Contract Sum]:
 - (e) Tender Price on Form of Tender [(a) + (b) + (c) + (d)]:
- TOTAL (to Form of Tender)**

ITEM 2

I/we identify and state the value of any GST Free or Input Taxed Supplies as follows.

.....
.....

Authorised Signatory

Authorised Signatory

Print Name

Print Name

Date

Date

SCHEDULES

(Priced) Bill of Quantities

Provide appropriate rates utilizing the BOQ attached

Tenderers are to provide in excel format a copy of the BOQ to assist in the Tender Evaluation

Schedule of Rates (Daily Plant Hire and Labour Rates)

Provide appropriate rates for relevant equipment and personal

ITEM	DESCRIPTION	UNIT	LABOUR RATE OR PRICE
1.	Project Manager	Hr	
2.	Project Engineer	Hr	
3.	Site Foreman	Hr	
4.	General Labourer	Hr	
5.	Concreter	Hr	
6.	Principal Surveyor (Registered)	Hr	
7.	Senior Surveyor	Hr	
8.	Surveyor	Hr	
9.	Survey Draftsperson	Hr	
10.	Survey Assistant	Hr	
11.	Electrician	Hr	
12.	Plumber	Hr	
13.	Playground Certifier	Hr	

ITEM	DESCRIPTION	UNIT	CONTRACTOR'S PLANT (ex GST)	Hired plant (ex GST)	operator's wages (included in Hired plant rates yes/no)
14.	UTILITY	HR			
15.	10 CUBIC METRE TIP TRUCK	HR			
16.	16 CUBIC METRE TRIP TRUCK	HR			
17.	TRUCK & TRAILER	HR			
18.	2 CUBIC METRE RUBBER TYRED FRONT-END LOADER	HR			
19.	EXCAVATOR (3 TONNE)	HR			
20.	EXCAVATOR (5 TONNE)	HR			
21.	5T EXCAVATOR (EXTRA OVER FOR HAMMER)	HR			
22.	EXCAVATOR (30 TONNE)	HR			
23.	30T EXCAVATOR (EXTRA OVER FOR HAMMER)	HR			
24.	EXCAVATOR (20 TONNE)	HR			
25.	20T EXCAVATOR (EXTRA OVER FOR HAMMER)	HR			
26.	EXCAVATOR (12 TONNE)	HR			
27.	EXCAVATOR (6 TONNE)	HR			
28.	BACKHOE (MASSEY-FERGUSON 710 OR EQUIVALENT)	HR			
29.	TRENCHING MACHINE (150MM WIDE TRENCH)	HR			
30.	FLOATING CHARGES FOR TRANSPORT OF	HR			

	EXCAVATOR, ROLLER ETC				
31.	BOBCAT	HR			
32.	WATER TANK CART WITH PUMP AND HOSE FOR HAND WATERING	HR			
33.	HAND OPERATED VIBRATORY ROLLER	HR			
34.	3T SMOOTH DRUM ROLLER	HR			
35.	12T SMOOTH DRUM ROLLER	HR			
36.	15T PADFOOT ROLLER	HR			
37.	SELF PROPELLED 1800 VIBRATORY ROLLER	HR			
38.	HYDROVAC TRUCK	HR			
39.	GRASS SLASHER INCLUDING PRIME MOVER	HR			
40.	COMPRESSOR INCLUDING HOSES AND TOOLS	HR			
41.	50MM PETROL DRIVEN PUMP COMPLETE WITH ALL NECESSARY HOSES	HR			
42.	SIX CUBIC METRE PETROL DRIVEN MOBILE CONCRETE TRUCK	HR			
43.	WATER TRUCK <20,000L	HR			
44.	WATER TRUCK 30,000L	HR			
45.	STREET SWEEPER	HR			
46.	GRASS SEEDING MACHINE	HR			

CORRESPONDENCE

SCHEDULE 1

TENDERER DECLARATION

.....[Name of Tenderer],

.....[ACN (if any)]

.....[RFT No]

2. The following meanings apply in this Tenderer Declaration:
 - (a) **Principal** has the same meaning as in the RFT.
 - (b) **RFT** means the RFT referred to above.
 - (c) **Tender** means the Tenderer's tender response to the RFT.
 - (d) **Tenderer** means the entity named above.

3. I, the undersigned, am authorised on behalf of the Tenderer to provide the information and the authorisations and make the declarations set out in this Tenderer Declaration.

4. I, on behalf of the Tenderer, authorise the Principal to:
 - (a) obtain information about and enquire into the Tenderer's financial status and viability;
 - (b) obtain from any Territory, State or Commonwealth government agency (including for the avoidance of doubt, any regulatory or law enforcement body) and take into account in its evaluation, information, including information about the Tenderer's performance and/or compliance during any previous or current contracts for services or works similar to those sought in the Tender (whether or not those contracts were with the Territory, State or Commonwealth or another entity and whether or not those contracts were nominated by the Tenderer in its Tender);
 - (c) obtain and take into account in its evaluation, information from referees or other reputable sources on prior or current projects in which the Tenderer was involved (whether or not nominated by the Tenderer in its Tender);
 - (d) use any information obtained from any Territory, State or Commonwealth government agency (including for the avoidance of doubt, any regulatory or law enforcement body), referee or other reputable source for any government purposes including, without limitation, assessment of suitability for: registration; pre-qualification; selective tender lists or the award of contract;
 - (e) Provide the name of the Applicant to Unions ACT;

- (f) provide information about the Tenderer to any Territory, State or Commonwealth government agency including information provided by the Tenderer and information related to the Tenderer's performance at any time and for any reason ; and
- (g) provide this Tenderer Declaration to any Territory, State or Commonwealth government agency (including any regulatory or law enforcement body, which includes, without limitation WorkSafe ACT) as evidence of the Tenderer's consent to allow that agency to release information as requested by the Principal to the Principal.
5. I have sighted all addenda to this RFT.
6. I agree that the Tender is open for acceptance by the Territory for a period of 120 days or such other time as specified in the RFT.
7. I warrant that in preparing the Tender I/We did not communicate or have any arrangement or arrive at any understanding with any of the other Tenderers to assist me or another tenderer prepare a tender, including that I did not engage in any discussion or correspondence concerning the prices included in my Tender, or engage in any collusive tendering with any of the other Tenderers, or any other conduct which in any way reduced or could have the effect of reducing the competitiveness of the tender process for the Works.

I warrant that as at the closing date of Tenders, the Tenderer, its officers, employees, agents, subcontractors, consultants and advisers do not have any actual, potential or perceived conflicts of interest between the interests of the Territory and the Tenderer other than as specifically disclosed in the Tender and I undertake to immediately notify the Territory's Contact Officer of any actual, potential or perceived conflicts of interest that arise before the completion of this procurement process.

_____		AND	_____	
Full Name and / or Name of Company			Trading Name (<i>Business Name</i>) (if different)	
_____		AND	_____	
ACN (Australian Companies Number)			ABN (Australian Business Number)	
_____			_____	
Registered Business Address			Postal Address	
_____	_____		_____	_____
State	P/Code		State	P/Code
_____	_____		_____	_____
Telephone No	Mobile No	Facsimile No	Email address	
_____		_____		
Name of ACT Professional Standards Scheme (if any)		Upper Limit of capped Professional Indemnity Liability Insurance (if any)		
_____		_____		
Tenderer's Representative		(include telephone number)		

Position Held by Tenderer's Representative

Signature of Director if corporation else
Tenderer

Printed Name

Date

Signature of 2nd Director if corporation else
Witness

Printed Name

SCHEDULE 2

STATUTORY DECLARATION

Statutory Declarations Act 1959 (Cth)

I, **[Name, address and occupation of person making declaration]** make the following declaration under the Statutory Declarations Act 1959 (Cth),

1. In this declaration a reference to:
 - a. **“Adverse Ruling”** means a ruling, order, notice (including without limitation any improvement notice or prohibition notice), conviction or finding made or issued by any Authorised Entity.
 - b. **“Authorised Entity”** means any court, tribunal, board, commission, regulatory agency (including without limitation the director-general, commissioner, regulator or any inspector referred to in the Prescribed Legislation) or other entity with jurisdiction to determine employee and industrial relations matters or work health and safety matters to the effect that the Tenderer has contravened the Prescribed Legislation.
 - c. **“Employee”** means a natural person who is employed under a contract of service (excluding professional or information technology services) to provide the Tenderer with his or her labour.
 - d. **“Full Details”** means the details of:
 - (i) the nature of the Adverse Ruling, breach or offence;
 - (ii) the name of the relevant Authorised Entity;
 - (iii) the State or Territory in which the proceeding or prosecution was brought;
 - (iv) the date of the Adverse Ruling was made, or the proceeding or prosecution was commenced and the number or description assigned to the proceeding or prosecution;
 - (v) the entity against which the Adverse Ruling, breach or offence was made or issued;
 - (vi) any document setting out the Adverse Ruling, breach or offence (including provision of a copy of the same);
 - (vii) any conviction recorded or adverse finding made in respect of the Adverse Ruling, breach or offence;
 - (viii) any penalty, fine or order imposed by an Authorised Entity in respect of the Adverse Ruling, breach or offence and the maximum penalty, fine or order that could have been imposed under the Prescribed Legislation;

- (ix) any remedial measures or other actions proposed or recommended by the Authorised Entity and details of steps taken by the Tenderer to comply with those remedial measures or other actions; and
 - (x) the status of the Adverse Ruling, breach or offence as at the date of the declaration.
- e. **“Industrial Instruments”** means an award or agreement, however designated, that is made under or recognised by an Industrial Law.
- f. **“Prescribed Legislation”** means all applicable Acts and subordinate instruments of the Commonwealth and the Territory, which deal with matters relating to industrial relations, employment and/or workplace safety obligations that apply to an entity including (as amended or replaced from time to time) but not limited to:
- (i) *Fair Work Act 2009* (Cth);
 - (ii) *Fair Work (Building Industry) Act 2012* (Cth);
 - (iii) *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* (Cth);
 - (iv) *Income Tax Assessment Act 1997* (Cth);
 - (v) *Independent Contractors Act 2006* (Cth);
 - (vi) *Industry Research and Development Act 1986* (Cth);
 - (vii) *Long Service Leave Act 1976* (ACT);
 - (viii) *Long Service Leave (Portable Schemes) Act 2009* (ACT);
 - (ix) *Migration Act 1958* (Cth);
 - (x) *Paid Parental Leave Act 2010* (Cth);
 - (xi) *Payroll Tax Act 2011* (ACT);
 - (xii) *Safety, Rehabilitation and Compensation Act 1988* (Cth);
 - (xiii) *Superannuation Guarantee (Administration) Act 1992* (Cth);
 - (xiv) *Superannuation Guarantee Charge Act 1992* (Cth);
 - (xv) *Work Health and Safety Act 2011* (ACT);
 - (xvi) *Workers’ Compensation Act 1951* (ACT);
 - (xvii) *Workplace Gender Equality Act 2012* (Cth).
- g. **“Prescribed Works or Services”** means works or services that require the exertion of labour by Employees.
- h. **“Secure Local Jobs Code Certificate”** has the meaning given by the *Government Procurement Act 2001*.
- i. **“Secure Local Jobs Code”** has the meaning given by the *Government Procurement Act 2001*.
- j. **“Tenderer”** means **[insert full legal name of Tenderer including the ACN/ABN as per that identified in the Tender]**.
- k. **“Territory-Funded Work”** has the meaning given by the *Government Procurement Act 2001*.

2. I am authorised on behalf of the Tenderer to make this declaration.

3. The information supplied by the Tenderer with and in its Tender is true and correct. Any further information to be supplied by the Tenderer to enable assessment of its Tender will be true and correct.
4. The Tenderer is aware that tenderers for Territory-Funded Work must hold a Secure Local Jobs Code Certificate and that once certified tenderers must comply with the Secure Local Jobs Code.
5. The Tenderer agrees to comply with all applicable Territory policies and legislation referable to Territory-Funded Work and, if the Tenderer is prequalified under a prequalification scheme in the Territory, the WHS Active Certification Policy, if it is the preferred Tenderer.
6. By submitting a Tender the Tenderer authorises the Territory to:
 - a. obtain from any Territory, State or Commonwealth government agency (including for the avoidance of doubt, any regulatory or law enforcement body) and take into account in its evaluation, information, including information about the Tenderer's performance under contracts (whether or not those contracts were with the Territory, State or Commonwealth or another entity and whether or not those contracts were identified by the Tenderer in its Tender);
 - b. obtain and take into account in its evaluation, information from referees or other reputable sources on the performance of the Tenderer on projects (whether or not they are identified by the Tenderer in their Tender);
 - c. use any information obtained from any Territory, State or Commonwealth government agency (including for the avoidance of doubt, any regulatory or law enforcement body), referee or other reputable source for any government purposes including, without limitation, assessment of suitability for award of contract;
 - d. provide information about the Tenderer to any Territory, State or Commonwealth government agency, including information provided by the Tenderer and information related to the Tenderer's performance at any time and for any reason;
 - e. provide the name of the Tenderer and this declaration to Unions ACT; and
 - f. provide this declaration to any Territory, State or Commonwealth government agency (including any regulatory or law enforcement body, which includes, without limitation WorkSafe ACT) as evidence of the Tenderer's consent to allow that agency to release information as requested by the Territory to the Territory.
7. The following Industrial Instruments made pursuant to any Prescribed Legislation specifically applies to the Employees of the Tenderer and are binding on it or them.
[Insert details of Industrial Instruments (this is the award you pay your employees under). If no Employees write "N/A"]
8. The Tenderer has in the preceding 36 months of the date of this declaration complied with all applicable Industrial Instruments.

- True (delete 8A and initial) Not true (answer 8A) N/A No Employees (delete 8A)

8A. The Tenderer has not complied with the following Industrial Instruments in the following respects.

[Insert full details]

9. The Tenderer has in the preceding 36 months of the date of this declaration complied with all Prescribed Legislation

- True (delete 9A and initial) Not true (answer 9A)

9A. The Tenderer has not complied with the following Prescribed Legislation.

[Insert Full Details of the failure to comply with Prescribed Legislation]

10. The Tenderer has in the preceding 36 months of the date of this declaration recognised the rights of its Employees to union membership and representation.

- True (delete 10A and initial) Not true (answer 10A) N/A No Employees (delete 10A)

10A. The Tenderer has not recognised the rights of Employees to union membership and representation in the following respects.

[Insert Full Details of how the Tenderer has not recognised the rights of Employees to union membership and representation]

11. The Tenderer has in the preceding 36 months of the date of this declaration complied with all amendments to wages and conditions of employment for their Employees as decided by any authorised industrial or wage-setting agency.

- True (delete 11A and initial) Not true (answer 11A) N/A No Employees (delete 11A)

11A. The Tenderer has not complied with all amendments to wages and conditions of employment for their Employees as decided by any authorised industrial or wage-setting agency in the following respects:

[Insert Full Details of how the Tenderer has failed to comply with all amendments to wages and conditions of employment]

12. In the preceding 36 months of the date of this declaration there have been no findings against the Tenderer by an Authorised Entity, including a finding of a breach in a non-confidential consent order.

- True (delete 12A and initial) Not true (answer 12A)

- 12A. There have been the following findings (Full Details of which are provided) against the Tenderer by an Authorised Entity:

[Set out Full Details of findings]

13. In the preceding 36 months of the date of this declaration there have been no Adverse Rulings under the Prescribed Legislation against the Tenderer.

True (delete 13A and initial) Not true (answer 13A)

- 13A. There have been the following Adverse Rulings under the Prescribed Legislation against the Tenderer:

[Set out Full Details of Adverse Rulings]

14. There are currently no proceedings or prosecutions against the Tenderer in respect of a breach of any Prescribed Legislation.

True (delete 14A and initial) Not true (answer 14A)

- 14A. There are currently the following proceedings or prosecutions against the Tenderer in respect of a breach of Prescribed Legislation.

[Set out Full Details of proceedings or prosecutions]

15. The Tenderer has not been required to implement any remedial measures to ensure future compliance with the Prescribed Legislation.

True (delete 15A and initial) Not true (answer 15A)

- 15A. The Tenderer has been required to implement the following remedial measures to ensure future compliance with the Prescribed Legislation:

[Set out Full Details of the remedial measures implemented]

16. Below is a complete list of all projects (both completed and current) in the Australian Capital Territory where the Tenderer has had management or control of a project site and on which an audit into any aspect of work health and safety performance or compliance has been conducted in the 36 months prior to the date of this declaration.

[Set out list of projects, or is none "n/a"]

17. I understand that a person who intentionally makes a false statement in a statutory declaration is guilty of an offence under section 11 of the Statutory Declarations Act 1959, and I believe that the statements in this declaration are true in every particular.

[Signature of person making the declaration]]

[Print name of person making the declaration]

Declared at [place] on [day] of [month] [year]

Before me:

[Signature of person before whom the declaration is made]

[Full name, qualification and address of person before whom the declaration is made (in printed letters)]

Note 1 A person who intentionally makes a false statement in a statutory declaration is guilty of an offence, the punishment for which is imprisonment for a term of 4 years – see section 11 of the Statutory Declarations Act 1959.

Note 2 Chapter 2 of the Criminal Code applies to all offences against the Statutory Declarations Act 1959 – see section 5A of the Statutory Declarations Act 1959.

A statutory declaration under the Statutory Declarations Act 1959 may be made before–

- (1) A person who is currently licensed or registered under a law to practise in one of the following occupations:

Chiropractor	Dentist	Legal practitioner
Medical practitioner	Nurse	Optometrist
Patent attorney	Pharmacist	Physiotherapist
Psychologist	Trade marks attorney	Veterinary surgeon
- (2) A person who is enrolled on the roll of the Supreme Court of a State or Territory, or the High Court of Australia, as a legal practitioner (however described); or
- (3) A person who is in the following list:
 - Agent of the Australian Postal Corporation who is in charge of an office supplying postal services to the public
 - Australian Consular Officer or Australian Diplomatic Officer (within the meaning of the Consular Fees Act 1955)
 - Bailiff
 - Bank officer with 5 or more continuous years of service
 - Building society officer with 5 or more years of continuous service
 - Chief executive officer of a Commonwealth court
 - Clerk of a court
 - Commissioner for Affidavits
 - Commissioner for Declarations
 - Credit union officer with 5 or more years of continuous service
 - Employee of the Australian Trade Commission who is:
 - (a) in a country or place outside Australia; and
 - (b) authorised under paragraph 3 (d) of the Consular Fees Act 1955; and
 - (c) exercising his or her function in that place
 - Employee of the Commonwealth who is:
 - (a) in a country or place outside Australia; and

(b) authorised under paragraph 3 (c) of the Consular Fees Act 1955; and
(c) exercising his or her function in that place

Fellow of the National Tax Accountants' Association
Finance company officer with 5 or more years of continuous service
Holder of a statutory office not specified in another item in this list
Judge of a court
Justice of the Peace
Magistrate
Marriage celebrant registered under Subdivision C of Division 1 of Part IV of the Marriage Act 1961
Master of a court
Member of Chartered Secretaries Australia
Member of Engineers Australia, other than at the grade of student
Member of the Association of Taxation and Management Accountants
Member of the Australasian Institute of Mining and Metallurgy
Member of the Australian Defence Force who is:

(a) an officer; or
(b) a non-commissioned officer within the meaning of the Defence Force Discipline Act 1982 with 5 or more years of continuous service; or
(c) a warrant officer within the meaning of that Act

Member of the Institute of Chartered Accountants in Australia, the Australian Society of Certified Practising Accountants or the National Institute of Accountants
Member of:

(a) the Parliament of the Commonwealth; or
(b) the Parliament of a State; or
(c) a Territory legislature; or
(d) a local government authority of a State or Territory

Minister of religion registered under Subdivision A of Division 1 of Part IV of the Marriage Act 1961
Notary public
Permanent employee of the Australian Postal Corporation with 5 or more years of continuous service who is employed in an office supplying postal services to the public
Permanent employee of:

(a) the Commonwealth or a Commonwealth authority; or
(b) a State or Territory or a State or Territory authority; or
(c) a local government authority;

with 5 or more years of continuous service who is not specified in another item in this list
Person before whom a statutory declaration may be made under the law of the State or Territory in which the declaration is made
Police officer
Registrar, or Deputy Registrar, of a court
Senior Executive Service employee of:

(a) the Commonwealth or a Commonwealth authority; or
(b) a State or Territory or a State or Territory authority

Sheriff
Sheriff's officer
Teacher employed on a full-time basis at a school or

SCHEDULE 3

PROFORMA SUBCONTRACT CONDITIONS

PART 1 WORK HEALTH AND SAFETY

1.01 WHS LEGISLATION

In this Subcontract,

“Main Contract” means the contract between the Principal and the Main Contractor.

“WHS Legislation” means:

- (a) the Work Health and Safety Act 2011 (ACT);
- (b) the Work Health and Safety Regulation 2011 (ACT);
- (c) all instruments issued under the Work Health and Safety Act 2011 or the Work Health and Safety Regulation 2011;
- (d) all laws that replace the above laws; and
- (e) all other laws applicable in the Australian Capital Territory dealing with work health and safety matters.

“Work Health and Safety Management Plan” means the work health and safety management plan prepared by the principal contractor appointed in accordance with the WHS Legislation (or the person appointed by the Principal to have control of the Site if no principal contractor is appointed) in respect of the Works.

1.02 WORK HEALTH AND SAFETY

- 1.02.1 The obligations set out in this Subcontract do not detract from the Subcontractor’s obligations under the WHS Legislation. If there is an inconsistency between this Subcontract and the WHS Legislation, the Subcontractor must comply with the WHS Legislation and inform the Main Contractor and the Superintendent (if any) of the inconsistency.
- 1.02.2 The Subcontractor must comply with the WHS Legislation and ensure all work is carried out safely and in a manner that does not put the health and safety of persons at risk.
- 1.02.3 The Subcontractor must comply with its duty under the WHS Legislation to consult, cooperate and coordinate activities with all persons who have a work health and safety duty in relation to the same matter.
- 1.02.4 The Subcontractor must institute and maintain systems to obtain regular written assurances from all secondary subcontractors engaged to perform work on the Site about their ongoing compliance with the WHS Legislation including the due diligence obligation contained in the WHS Legislation.
- 1.02.5 The Subcontractor must provide the written assurances obtained under special condition 1.02.4, together with written assurances from the Subcontractor about the Subcontractor’s ongoing compliance with WHS Legislation, to the Main Contractor, and, if requested, to the Superintendent (if any).

- 1.02.6 The Subcontractor must provide the Main Contractor with a written report on all work health and safety matters, or any other relevant matters including a summary of the Subcontractor's compliance with WHS Legislation, at least once per month, and at other times as requested.
- 1.02.7 The Subcontractor must exercise a duty of utmost good faith to the Principal and Main Contractor in carrying out the work under the Subcontract to enable the Principal and the Main Contractor to discharge their duties under the WHS Legislation.
- 1.02.8 The Subcontractor must ensure that if any law requires that a person:
- (a) be authorised or licensed (in accordance with WHS Legislation) to carry out any work at a workplace, the person is so authorised or licensed and complies with any conditions of such authorisation or licence; or
 - (b) has prescribed qualifications or experience, or if not, is supervised by a person who has prescribed qualifications or experience (as defined in the WHS Legislation), that person has the required qualifications or experience or is so supervised.
- 1.02.9 The Subcontractor must ensure that if any law requires that a workplace, plant or substance, design, or work (or class of work) be authorised or licensed, that workplace, plant or substance, design or work is so authorised or licensed.
- 1.02.10 The Subcontractor must not direct or allow a person to carry out work, or use plant or a substance at a workplace unless the authorisation, licensing, prescribed qualifications or experience required by any law and special conditions 1.02.8 and 1.02.9 are met.
- 1.02.11 If requested by the Superintendent or the Main Contractor's Representative or required by WHS Legislation, the Subcontractor must produce evidence of any approvals including any authorisations, licences, prescribed qualifications or experience, or any other information relevant to work health and safety (as the case may be) to the satisfaction of the Superintendent or the Main Contractor's Representative before the Subcontractor or any secondary subcontractor commences such work.
- 1.02.12 If the Superintendent or the Main Contractor's Representative reasonably considers that a risk of injury to people or damage to property is arising or likely to arise from the activities of the Subcontractor (or any secondary subcontractor) the Superintendent may direct the Subcontractor (or the relevant secondary subcontractor) to change its manner of working or cease working and the Subcontractor or Secondary Subcontractor must comply.
- 1.02.13 The Main Contractor may take any action necessary to protect the Works and other property or to prevent or minimise risk to health and safety of persons, which the Subcontractor must take but does not and the Main Contractor may recover any costs associated with such action from the Subcontractor.
- 1.02.14 The Subcontractor must systematically manage its work health and management processes in accordance with the systems, plans, standards and codes specified in the Subcontract and the WHS Legislation.
- 1.02.15 The Subcontractor must demonstrate to the Superintendent and Main Contractor, whenever requested, that the Subcontractor has met and is meeting at all times, its obligations under this special condition but such demonstration does not relieve the Subcontractor of its primary obligation to perform work safely.

- 1.02.16 The Subcontractor must take all reasonable actions and comply with all reasonable requests of the Principal, the Main Contractor, the Superintendent or their respective authorised persons regarding any safety audits in respect of the Site
- 1.02.17 Without limiting special condition 1.02.16 the Subcontractor must, at all reasonable times, allow the Principal or any person authorised by the Principal:
- (a) to enter upon the Site to conduct a safety audit;
 - (b) to enter upon the Site or any premises occupied by the Subcontractor to inspect and copy any records relevant to a safety audit; and
 - (c) to enter upon the Site or any premises occupied by the Subcontractor to interview any person as part of a safety audit.
- 1.02.18 In this special condition “improvement notice”, “infringement notice”, non-disturbance notice”, “notice of entry”, “prohibition notice” and “provisional improvement notice” all have the same meanings as in the *Work Health and Safety Act 2011* (ACT).
- 1.02.19 The Subcontractor must immediately notify the Superintendent and the Main Contractor upon becoming aware of the issue of any improvement notice, infringement notice, non-disturbance notice, notice of entry or prohibition notice referable to the Site or the Subcontract Works and provide the Superintendent and the Main Contractor with a copy of the relevant notice if the Subcontractor has the same.
- 1.02.20 The Subcontractor must promptly notify the Superintendent and the Main Contractor upon becoming aware of the issue of any provisional improvement notice referable to the Site or the Subcontract Works and provide the Superintendent and the Main Contractor with a copy of the notice if the Subcontractor has the same.
- 1.02.21 The Subcontractor must provide reports on work health and safety matters to the Superintendent and the Main Contractor in such form and at such times as reasonably required by the Main Contractor and advised to the Subcontractor.

1.03 INCIDENT REPORTING

- 1.03.1 In this special condition, “regulator” and “notifiable incident” have the same meaning as in the *Work Health and Safety Act 2011* (ACT).
- 1.03.2 In addition to any obligations under WHS Legislation, the Subcontractor must:
- (a) notify the Superintendent and the Main Contractor of any notifiable incident immediately after it notifies the regulator; and
 - (b) provide the Superintendent and the Main contractor with copies of all written notifications and/or details of any verbal notifications given to the regulator (as applicable) immediately after providing the same to the regulator.
- 1.03.3 In addition to the obligations under special condition 1.03.2, the Subcontractor must promptly notify the occurrence and furnish a written report to the Superintendent and the Main Contractor of:
- (a) incidents resulting in damage to property;
 - (b) incidents resulting in significant delays to the Works;

- (c) incidents resulting in injury or illness other than a notifiable incident; and
- (d) incidents that may have resulted in or may result in any incident set out in paragraphs (a), (b) or (c) above or a notifiable incident.

1.04 OBLIGATIONS IF NOT PRINCIPAL CONTRACTOR

- 1.04.1 The Subcontractor must ensure all its employees and secondary Subcontractors comply with:
- (a) the WHS Management Plan; and
 - (b) directions, notices and any other notifications issued for or on behalf of the principal contractor (or the person appointed by the Principal to have control of the Site if no principal contractor is appointed) referable to work health and safety matters.

PART 2 EMPLOYEES

2.01 SECURE LOCAL JOBS CODE

2.01.1 In this Subcontract the following terms are defined:

“Adverse Ruling” means a ruling by any court, tribunal, board, commission or other entity (including but not limited to the Fair Work Commission) with jurisdiction to determine employee and industrial relations matters to the effect that the Subcontractor or secondary Subcontractor or any of their Associated Entities has contravened an Industrial Law.

“Approved Auditor” has the meaning as set out in the *Government Procurement Act 2001*

“Associated Entity” has the meaning given by section 50AAA of the *Corporations Act 2001* (Cth);

“Code” has the meaning as set out in the *Government Procurement Act 2001*;

“Full Details” means:

- (a) the nature of the Adverse Ruling;
- (b) any conviction recorded or adverse finding made in respect of the Adverse Ruling;
- (c) any penalty or orders imposed by a court, tribunal, board, commission or other entity in respect of the Adverse Ruling and the maximum penalty that could have been imposed under the relevant Industrial Law;
- (d) the name of the court, tribunal, board, commission or other entity, the jurisdiction in which the proceeding or prosecution was brought, the date on which the proceeding or prosecution commenced and the number or description assigned to the proceeding or prosecution by the court, tribunal, board, commission or other entity;
- (e) the name of the entity against which the Adverse Ruling was made; and
- (f) any other relevant information that Contractor may rely on as grounds for not terminating this Contract as a result of the Adverse Ruling;

“Industrial Law” means any Commonwealth, State or Territory legislation that deals with matters relating to industrial relations and includes employment and workplace safety obligations;

“Labour Relations, Training and Workplace Equity Plan” has the meaning as set out in the *Government Procurement Act 2001*;

“Registrar” has the meaning as set out in the *Government Procurement Act 2001*;

“Secure Local Jobs Code Certificate” has the meaning as set out in the *Government Procurement Act 2001*;

“Territory Entity” has the meaning as set out in the *Government Procurement Act 2001*;

“Territory-Funded Work” has the meaning as set out in the *Government Procurement Act 2001*.

- 2.01.2 This special condition applies to the extent that the Subcontract provides for the performance of Territory-Funded Work.
- 2.01.3 The Subcontractor must comply with all its obligations under the Code.
- 2.01.4 The Subcontractor must maintain a valid Secure Local Jobs Code Certificate during the term of the Subcontract.
- 2.01.5 Failure of the Subcontractor to maintain a valid Secure Local Jobs Code Certificate will constitute a breach of an essential term of the Subcontract entitling the Contractor to terminate the Subcontract on written notice to the Subcontractor.
- 2.01.6 If at any time during the term of the Subcontract an Adverse Ruling is made, the Subcontractor must, within 7 working days of the making of the Adverse Ruling, provide a statutory declaration by an authorised representative setting out the Full Details of the Adverse Ruling and (if applicable) any existing or planned remedial measures taken or to be taken to prevent a contravention, breach or offence similar to the contravention, breach or offence on which the Adverse Ruling is based from recurring.
- 2.01.7 The Subcontractor must ensure terms are included in all agreements with secondary subcontractors engaged to perform Territory-Funded Work:
- (a) requiring the secondary subcontractor to comply with the Code; and
 - (b) imposing obligations on the subcontractor in the same form as those set out in this clause 2.01 and imposed on the Subcontractor (subject to any necessary variation to reflect the different parties).
- 2.01.8 The Subcontractor must ensure:
- (a) all secondary subcontractors engaged to perform Territory-Funded Work:
 - (i) hold a Secure Local Jobs Code Certificate; and
 - (ii) maintain a Secure Local Jobs Code Certificate during the term of their agreement; and
 - (b) the obligations in clause 2.01.8(a) are included in the relevant agreement with the secondary subcontractor.
- 2.01.9 The Subcontractor must provide the Contractor with a statutory declaration in a form approved by the Contractor regarding its compliance with the Code:
- (a) within 5 working days of a written request from the Contractor; and
 - (b) if requested in writing by the Contractor, at the time the Subcontractor provides a Payment Claim.
- 2.01.10 Failure of the Subcontractor to provide a statutory declaration in accordance with clause 2.01.9 or the making of a false statement in a statutory declaration by the Subcontractor or the Subcontractor’s representative will constitute a breach of this subcontract.

- 2.01.11 If the Subcontractor fails to provide a statutory declaration in accordance with clause 2.01.9(b) the Contractor may withhold payment of monies otherwise due to the Subcontractor in respect of the relevant payment claim until the statutory declaration is received.
- 2.01.12 The Contractor may by written notice request the Subcontractor obtain a statutory declaration from a secondary subcontractor regarding its compliance with the Code and provide it to the Contractor within 15 working days of the date of the written notice. The Subcontractor must use your reasonable endeavours to ensure the secondary subcontractor supplies the declaration to enable the Subcontractor to comply with this paragraph.
- 2.01.13 The Contractor may require that the Subcontractor conduct face-to-face induction sessions with employees at the commencement of Territory-Funded Work or commencement of employment in relation to Territory-Funded Work.
- 2.01.14 The Contractor may require a union workplace delegate or employee representative to attend staff induction sessions held by the Subcontractor except in circumstances where attendance would result in a conflict with Commonwealth laws.
- 2.01.15 The Subcontractor must, at all reasonable times, allow the Principal, Registrar or person nominated by the Principal or Registrar to enter your worksite where the Territory-Funded Work is being performed in order to undertake education and awareness raising activities in relation to the Code. A person may not be nominated by the Principal or Registrar under this paragraph in circumstances where entry would result in a conflict with Commonwealth laws.
- 2.01.16 Without limiting the powers of the Territory's Auditor-General under the *Auditor-General Act 1996* (ACT), the Contractor, Principal (or nominated representative) and Approved Auditors may, at the Contractor's or Principal's cost (as the case may be), access records kept by the Subcontractor or secondary subcontractors and conduct audits and other reviews and checks, to monitor the delivery of the subcontracted Works and compliance with this Subcontract and the Code, except in circumstances where a nomination would result in a conflict with Commonwealth laws.

Status of clause 43

- 2.01.17 The provisions of this special condition are in addition to and are not intended to replace clause 43 of the General conditions of contract (AS2545-1993).

Form of Ethical suppliers Declaration

- 2.01.18 Unless otherwise required by the Principal, the form of the declaration required by Special Condition 2.01.9 will be as follows:

STATUTORY DECLARATION

Statutory Declarations Act 1959 (Cth)

I, **[Name, address and occupation of person making declaration]** make the following declaration under the Statutory Declarations Act 1959 (Cth),

1. In this declaration a reference to:
 - a. **“Adverse Ruling”** means a ruling, order, notice (including without limitation any improvement notice or prohibition notice), conviction or finding made or issued by any Authorised Entity.
 - b. **“Authorised Entity”** means any court, tribunal, board, commission, regulatory agency (including without limitation the director-general, commissioner, regulator or any inspector referred to in the Prescribed Legislation) or other entity with jurisdiction to determine employee and industrial relations matters or work health and safety matters to the effect that the Subcontractor has contravened the Prescribed Legislation.
 - c. **“Consultant”** means a consultant engaged by the Subcontractor to design parts of the Works or to provide other professional services.
 - d. **“Employee”** means a natural person who is employed under a contract of service (excluding professional or information technology services) to provide the Subcontractor or a sub-subcontractor with his or her labour.
 - e. **“Industrial Instruments”** means an award or agreement, however designated, that:
 - (a) is made under or recognised by an industrial law; or
 - (b) concerns the relationship of an employer and the employer’s employees.
 - f. **“Main Contractor”** means **[insert full legal name of Main Contractor including the ACN/ABN as per that identified on the Subcontract];**
 - g. **“Prescribed Legislation”** means all applicable Acts and subordinate instruments of the Commonwealth and the Territory, which deal with matters relating to industrial relations, employment and/or workplace safety obligations that apply to an entity including (as amended or replaced from time to time) but not limited to:
 - (a) *Fair Work Act 2009* (Cth);
 - (b) *Fair Work (Building Industry) Act 2012* (Cth);
 - (c) *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* (Cth);
 - (d) *Income Tax Assessment Act 1997* (Cth);
 - (e) *Independent Contractors Act 2006* (Cth);
 - (f) *Industry Research and Development Act 1986* (Cth);
 - (g) *Long Service Leave Act 1976* (ACT);
 - (h) *Long Service Leave (Portable Schemes) Act 2009* (ACT);

- (i) *Migration Act 1958* (Cth);
 - (j) *Paid Parental Leave Act 2010* (Cth);
 - (k) *Payroll Tax Act 2011* (ACT);
 - (l) *Safety, Rehabilitation and Compensation Act 1988* (Cth);
 - (m) *Superannuation Guarantee (Administration) Act 1992* (Cth);
 - (n) *Superannuation Guarantee Charge Act 1992* (Cth);
 - (o) *Work Health and Safety Act 2011* (ACT);
 - (p) *Workers' Compensation Act 1951* (ACT);
 - (q) *Workplace Gender Equality Act 2012* (Cth).
- h. **"Prescribed Works or Services"** means works or services that require the exertion of labour by Employees;
- i. **"Project"** means Project No [insert ACT Government Project no] for [insert sufficient details to identify nature of project, e.g. for the construction of school at Block 11 Section 66 Kambah];
- j. **"Secure Local Jobs Code Certificate"** has the meaning given by the *Government Procurement Act 2001*; and
- k. **"Subcontract"** means an agreement which has or will shortly be entered into between the Main Contractor and the Subcontractor for the provision of works in respect of the Project.
- l. **"Subcontractor"** means [insert full legal name of Subcontractor including the ACN/ABN as per that identified on the Subcontract]; and
- m. all other capitalised words or terms have the same meaning as defined in the Subcontract.
2. I am authorised on behalf of the Subcontractor to make this declaration.
3. All Employees of the Subcontractor who have at any time been employed by the Subcontractor in respect of the Project have, at the date of this statutory declaration, been paid all moneys due and payable to them in respect of their employment on the work under the Subcontract.
4. The Subcontractor has made provision for all other benefits (as required by Prescribed Legislation and any Industrial Instruments) accrued in respect of its Employees as at the date of this statutory declaration.
5. All sub-subcontractors, Suppliers and Consultants have been paid all amounts payable to each of them by the Subcontractor as at the date of this statutory declaration with respect to engagement by each of them for the performance of Work or the supply of materials for or in connection with the Subcontract.
6. All workers compensation insurance premiums payable by the Subcontractor to the date of this statutory declaration in respect of the work done in connection with the Subcontract have been paid.
7. All payroll tax payable by the Subcontractor in respect of wages paid or payable to the relevant Employees of the Subcontractor for work done in

connection with the Subcontract to the date of this statutory declaration has been paid.

8. The Subcontractor holds a current Secure Local Jobs Code Certificate.

9. The Subcontractor has in the preceding 24 months of the date of this declaration complied with all applicable Industrial Instruments.

True (delete 9A and initial) Not true (answer 9A)

9A. The Subcontractor has not complied with the following Industrial Instruments in the following respects.

[Insert full details of failure to comply with Industrial Instruments]

10. The Subcontractor has in the preceding 24 months of the date of this declaration complied with all Prescribed Legislation

True (delete 10A and initial) Not true (answer 10A)

10A. The Subcontractor has not complied with the following Prescribed Legislation.

[Insert Full Details of the failure to comply with Prescribed Legislation]

11. The Subcontractor has in the preceding 24 months of the date of this declaration recognised the rights of its Employees to union membership and representation.

True (delete 11A and initial) Not true (answer 11A)

11A. The Subcontractor has not recognised the rights of Employees to union membership and representation in the following respects.

[Insert Full Details of how the Subcontractor has not recognised the rights of Employees to union membership and representation]

12. The Subcontractor has in the preceding 24 months of the date of this declaration complied with all amendments to wages and conditions of employment for their Employees as decided by any authorised industrial or wage-setting agency.

True (delete 12A and initial) Not true (answer 12A)

12A. The Subcontractor has not complied with all amendments to wages and conditions of employment for their Employees as decided by any authorised industrial or wage-setting agency in the following respects:

[Insert Full Details of how the Subcontractor has failed to comply with all amendments to wages and conditions of employment]

13. In the preceding 24 months of the date of this declaration there have been no findings against the Subcontractor by any Authorised Entity, including a finding of a breach in a non-confidential consent order.

True (delete 13A and initial) Not true (answer 13A)

- 13A. There have been the following findings (Full Details of which are provided) against the Subcontractor by an Authorised Entity:

[Set out Full Details of findings]

14. In the preceding 24 months of the date of this declaration there have been no Adverse Rulings under the Prescribed Legislation against the Subcontractor.

True (delete 14A and initial) Not true (answer 14A)

- 14A. There have been the following Adverse Rulings under the Prescribed Legislation against the Subcontractor:

[Set out Full Details of convictions]

15. There are currently no proceedings or prosecutions against the Subcontractor in respect of a breach of any Prescribed Legislation.

True (delete 15A and initial) Not true (answer 15A)

- 15A. There are currently the following proceedings or prosecutions against the Subcontractor in respect of a breach of Prescribed Legislation.

[Set out Full Details of proceedings or prosecutions]

16. The Subcontractor has not been required to implement any remedial measures to ensure future compliance with the Prescribed Legislation.

True (delete 16A and initial) Not true (answer 16A)

- 16A. The Subcontractor has been required to implement the following remedial measures to ensure future compliance with the Prescribed Legislation:

[Set out Full Details of the remedial measures implemented]

I understand that a person who intentionally makes a false statement in a statutory declaration is guilty of an offence under section 11 of the Statutory Declarations Act 1959, and I believe that the statements in this declaration are true in every particular.

[Signature of person making the declaration]]

[Print name of person making the declaration]

Declared at [place] on [day] of [month] [year]

Before me:

[Signature of person before whom the declaration is made]

[Full name, qualification and address of person before whom the declaration is made (in printed letters)]

Note 1 A person who intentionally makes a false statement in a statutory declaration is guilty of an offence, the punishment for which is imprisonment for a term of 4 years – see section 11 of the Statutory Declarations Act 1959.

Note 2 Chapter 2 of the Criminal Code applies to all offences against the Statutory Declarations Act 1959 – see section 5A of the Statutory Declarations Act 1959.
A statutory declaration under the Statutory Declarations Act 1959 may be made before–

- (1) A person who is currently licensed or registered under a law to practise in one of the following occupations:
- | | | |
|----------------------|----------------------|--------------------|
| Chiropractor | Dentist | Legal practitioner |
| Medical practitioner | Nurse | Optometrist |
| Patent attorney | Pharmacist | Physiotherapist |
| Psychologist | Trade marks attorney | Veterinary surgeon |
- (2) A person who is enrolled on the roll of the Supreme Court of a State or Territory, or the High Court of Australia, as a legal practitioner (however described); or
- (3) A person who is in the following list:
- Agent of the Australian Postal Corporation who is in charge of an office supplying postal services to the public
 - Australian Consular Officer or Australian Diplomatic Officer (within the meaning of the Consular Fees Act 1955)
 - Bailiff
 - Bank officer with 5 or more continuous years of service
 - Building society officer with 5 or more years of continuous service
 - Chief executive officer of a Commonwealth court
 - Clerk of a court
 - Commissioner for Affidavits
 - Commissioner for Declarations
 - Credit union officer with 5 or more years of continuous service
 - Employee of the Australian Trade Commission who is:
 - (a) in a country or place outside Australia; and
 - (b) authorised under paragraph 3 (d) of the Consular Fees Act 1955; and
 - (c) exercising his or her function in that place
 - Employee of the Commonwealth who is:
 - (a) in a country or place outside Australia; and
 - (b) authorised under paragraph 3 (c) of the Consular Fees Act 1955; and
 - (c) exercising his or her function in that place
 - Fellow of the National Tax Accountants' Association
 - Finance company officer with 5 or more years of continuous service
 - Holder of a statutory office not specified in another item in this list
 - Judge of a court
 - Justice of the Peace
 - Magistrate
 - Marriage celebrant registered under Subdivision C of Division 1 of Part IV of the Marriage Act 1961
 - Master of a court
 - Member of Chartered Secretaries Australia
 - Member of Engineers Australia, other than at the grade of student
 - Member of the Association of Taxation and Management Accountants
 - Member of the Australasian Institute of Mining and Metallurgy
 - Member of the Australian Defence Force who is:
 - (a) an officer; or
 - (b) a non-commissioned officer within the meaning of the Defence Force Discipline Act 1982 with 5 or more years of continuous service; or
 - (c) a warrant officer within the meaning of that Act
 - Member of the Institute of Chartered Accountants in Australia, the Australian Society of Certified Practising Accountants or the National Institute of Accountants

Member of:

- (a) the Parliament of the Commonwealth; or
- (b) the Parliament of a State; or
- (c) a Territory legislature; or
- (d) a local government authority of a State or Territory

Minister of religion registered under Subdivision A of Division 1 of Part IV of the Marriage Act 1961

Notary public

Permanent employee of the Australian Postal Corporation with 5 or more years of continuous service who is employed in an office supplying postal services to the public

Permanent employee of:

- (a) the Commonwealth or a Commonwealth authority; or
- (b) a State or Territory or a State or Territory authority; or
- (c) a local government authority;

with 5 or more years of continuous service who is not specified in another item in this list

Person before whom a statutory declaration may be made under the law of the State or Territory in which the declaration is made

Police officer

Registrar, or Deputy Registrar, of a court

Senior Executive Service employee of:

- (a) the Commonwealth or a Commonwealth authority; or
- (b) a State or Territory or a State or Territory authority

Sheriff

Sheriff's officer

Teacher employed on a full-time basis at a school or tertiary education institution

PART 3 NOVATION

3.01 NOVATION ON TERMINATION

3.01.1 If the Main Contract is terminated for whatever reason:

- (a) the Subcontractor must accept a novation of this Subcontract to the Principal or its nominee, if required by the Principal; and
- (b) the Subcontractor must do everything and sign all documents necessary to give effect to this special condition and it irrevocably appoints the Principal as its attorney to do this in its name if it fails to do so.

SCHEDULE 4 ETHICAL SUPPLIERS DECLARATION

Statutory Declarations Act 1959 (Cth)

I, **[Name, address and occupation of person making declaration]** make the following declaration under the Statutory Declarations Act 1959 (Cth),

1. In this declaration a reference to:

“Adverse Ruling” means a ruling, order, notice (including without limitation any improvement notice or prohibition notice), conviction or finding made or issued by any Authorised Entity.

“Authorised Entity” means any court, tribunal, board, commission, regulatory agency (including without limitation the director-general, commissioner, regulator or any inspector referred to in the Prescribed Legislation) or other entity with jurisdiction to determine employee and industrial relations matters or work health and safety matters to the effect that the Contractor has contravened the Prescribed Legislation.

“Consultant” means a consultant engaged by the Contractor to design parts of the Works or to provide other professional services. It includes a consultant whose contract with the Principal is novated to one with the Contractor.

“Contract” means an agreement which has or will shortly be entered into between the Australian Capital Territory and the Contractor for the provision of works in respect of the Project.

“Contractor” means **[insert full legal name of Contractor including the ACN/ABN as per that identified on the Contract];**

“Employee” means a natural person who is employed under a contract of service (excluding professional or information technology services) to provide the Contractor or a Subcontractor with his or her labour.

“Industrial Instruments” means an award or agreement, however designated, that:

- (a) is made under or recognised by an industrial law; or
- (b) concerns the relationship of an employer and the employer’s employees.

“Prescribed Legislation” means all applicable Acts and subordinate instruments of the Commonwealth and the Territory, which deal with matters relating to industrial relations, employment and/or workplace safety obligations that apply to an entity including (as amended or replaced from time to time) but not limited to:

- (a) *Fair Work Act 2009* (Cth);
- (b) *Fair Work (Building Industry) Act 2012* (Cth);
- (c) *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* (Cth);

- (d) *Income Tax Assessment Act 1997* (Cth);
- (e) *Independent Contractors Act 2006* (Cth);
- (f) *Industry Research and Development Act 1986* (Cth);
- (g) *Long Service Leave Act 1976* (ACT);
- (h) *Long Service Leave (Portable Schemes) Act 2009* (ACT);
- (i) *Migration Act 1958* (Cth);
- (j) *Paid Parental Leave Act 2010* (Cth);
- (k) *Payroll Tax Act 2011* (ACT);
- (l) *Safety, Rehabilitation and Compensation Act 1988* (Cth);
- (m) *Superannuation Guarantee (Administration) Act 1992* (Cth);
- (n) *Superannuation Guarantee Charge Act 1992* (Cth);
- (o) *Work Health and Safety Act 2011* (ACT);
- (p) *Workers' Compensation Act 1951* (ACT);
- (q) *Workplace Gender Equality Act 2012* (Cth).

“Project” means Project No [insert ACT Government Project no] for [insert sufficient details to identify nature of project, e.g. for the construction of school at Block 11 Section 66 Kambah];

“Prescribed Works or Services” means works or services that require the exertion of labour by Employees;

“Secure Local Jobs Code Certificate” has the meaning given by the *Government Procurement Act 2001*;

“Subcontractor” includes a sub-subcontractor; and

“Supplier” means an entity engaged by the Contractor to supply part of the Works (including temporary works).

all other capitalised words or terms have the same meaning as defined in the Contract.

2. I am authorised on behalf of the Contractor to make this declaration.
3. All Employees of the Contractor who have at any time been employed by the Contractor in respect of the Project have, at the date of this statutory declaration, been paid all moneys due and payable to them in respect of their employment on the work under the Contract.
4. The Contractor has made provision for all other benefits (as required by Prescribed Legislation and any Industrial Instruments) accrued in respect of its Employees as at the date of this statutory declaration.
5. All Subcontractors, Suppliers and Consultants have been paid all amounts payable to each of them by the Contractor as at the date of this statutory declaration with respect to engagement by each of them for the performance of Work or the supply of materials for or in connection with the Contract.
6. All workers compensation insurance premiums payable by the Contractor to the date of this statutory declaration in respect of the Work done in connection with the Contract have been paid.

7. All payroll tax payable by the Contractor in respect of wages paid or payable to the relevant Employees of the Contractor for Work done in connection with the Contract to the date of this statutory declaration has been paid.

8. The Contractor holds a current Secure Local Jobs Code Certificate.

9. The Contractor has in the preceding 24 months of the date of this declaration complied with all applicable Industrial Instruments.

True (delete 9A and initial) Not true (answer 9A)

9A. The Contractor has not complied with the following Industrial Instruments in the following respects.

[Insert full details of failure to comply with Industrial Instruments]

10. The Contractor has in the preceding 24 months of the date of this declaration complied with all Prescribed Legislation

True (delete 10A and initial) Not true (answer 10A)

10A. The Contractor has not complied with the following Prescribed Legislation.

[Insert Full Details of the failure to comply with Prescribed Legislation]

11. The Contractor has in the preceding 24 months of the date of this declaration recognised the rights of its Employees to union membership and representation.

True (delete 11A and initial) Not true (answer 11A)

11A. The Contractor has not recognised the rights of Employees to union membership and representation in the following respects.

[Insert Full Details of how the Contractor has not recognised the rights of Employees to union membership and representation]

12. The Contractor has in the preceding 24 months of the date of this declaration complied with all amendments to wages and conditions of employment for their Employees as decided by any authorised industrial or wage-setting agency.

True (delete 12A and initial) Not true (answer 12A)

12A. The Contractor has not complied with all amendments to wages and conditions of employment for their Employees as decided by any authorised industrial or wage-setting agency in the following respects:

[Insert Full Details of how the Contractor has failed to comply with all amendments to wages and conditions of employment]

13. In the preceding 24 months of the date of this declaration there have been no findings against the Contractor by any Authorised Entity, including a finding of a breach in a non-confidential consent order.

True (delete 13A and initial) Not true (answer 13A)

13A. There have been the following findings (Full Details of which are provided) against the Contractor by an Authorised Entity:

[Set out Full Details of findings]

14. In the preceding 24 months of the date of this declaration there have been no Adverse Rulings under the Prescribed Legislation against the Contractor.

True (delete 14A and initial) Not true (answer 14A)

14A. There have been the following Adverse Rulings under the Prescribed Legislation against the Contractor:

[Set out Full Details of convictions]

15. There are currently no proceedings or prosecutions against the Contractor in respect of a breach of any Prescribed Legislation.

True (delete 15A and initial) Not true (answer 15A)

15A. There are currently the following proceedings or prosecutions against the Contractor in respect of a breach of Prescribed Legislation.

[Set out Full Details of proceedings or prosecutions]

16. The Contractor has not been required to implement any remedial measures to ensure future compliance with the Prescribed Legislation.

True (delete 16A and initial) Not true (answer 16A)

16A. The Contractor has been required to implement the following remedial measures to ensure future compliance with the Prescribed Legislation:

[Set out Full Details of the remedial measures implemented]

I understand that a person who intentionally makes a false statement in a statutory declaration is guilty of an offence under section 11 of the Statutory Declarations Act 1959, and I believe that the statements in this declaration are true in every particular.

[Signature of person making the declaration]]

[Print name of person making the declaration]

Declared at [place] on [day] of [month] [year]

Before me:

[Signature of person before whom the declaration is made]

[Full name, qualification and address of person before whom the declaration is made (in printed letters)]

Note 1 A person who intentionally makes a false statement in a statutory declaration is guilty of an offence, the punishment for which is imprisonment for a term of 4 years – see section 11 of the Statutory Declarations Act 1959.

Note 2 Chapter 2 of the Criminal Code applies to all offences against the Statutory Declarations Act 1959 – see section 5A of the Statutory Declarations Act 1959.
A statutory declaration under the Statutory Declarations Act 1959 may be made before–

- (1) A person who is currently licensed or registered under a law to practise in one of the following occupations:
- | | | |
|----------------------|----------------------|--------------------|
| Chiropractor | Dentist | Legal practitioner |
| Medical practitioner | Nurse | Optometrist |
| Patent attorney | Pharmacist | Physiotherapist |
| Psychologist | Trade marks attorney | Veterinary surgeon |
- (2) A person who is enrolled on the roll of the Supreme Court of a State or Territory, or the High Court of Australia, as a legal practitioner (however described); or
- (3) A person who is in the following list:
- Agent of the Australian Postal Corporation who is in charge of an office supplying postal services to the public
 - Australian Consular Officer or Australian Diplomatic Officer (within the meaning of the Consular Fees Act 1955)
 - Bailiff
 - Bank officer with 5 or more continuous years of service
 - Building society officer with 5 or more years of continuous service
 - Chief executive officer of a Commonwealth court
 - Clerk of a court
 - Commissioner for Affidavits
 - Commissioner for Declarations
 - Credit union officer with 5 or more years of continuous service
 - Employee of the Australian Trade Commission who is:
 - (a) in a country or place outside Australia; and
 - (b) authorised under paragraph 3 (d) of the Consular Fees Act 1955; and
 - (c) exercising his or her function in that place
 - Employee of the Commonwealth who is:
 - (a) in a country or place outside Australia; and
 - (b) authorised under paragraph 3 (c) of the Consular Fees Act 1955; and
 - (c) exercising his or her function in that place
 - Fellow of the National Tax Accountants' Association
 - Finance company officer with 5 or more years of continuous service
 - Holder of a statutory office not specified in another item in this list
 - Judge of a court
 - Justice of the Peace
 - Magistrate
 - Marriage celebrant registered under Subdivision C of Division 1 of Part IV of the Marriage Act 1961
 - Master of a court
 - Member of Chartered Secretaries Australia
 - Member of Engineers Australia, other than at the grade of student
 - Member of the Association of Taxation and Management Accountants
 - Member of the Australasian Institute of Mining and Metallurgy
 - Member of the Australian Defence Force who is:
 - (a) an officer; or
 - (b) a non-commissioned officer within the meaning of the Defence Force Discipline Act 1982 with 5 or more years of continuous service; or
 - (c) a warrant officer within the meaning of that Act
 - Member of the Institute of Chartered Accountants in Australia, the Australian Society of Certified Practising Accountants or the National Institute of Accountants

Member of:

- (a) the Parliament of the Commonwealth; or
- (b) the Parliament of a State; or
- (c) a Territory legislature; or
- (d) a local government authority of a State or Territory

Minister of religion registered under Subdivision A of Division 1 of Part IV of the Marriage Act 1961

Notary public

Permanent employee of the Australian Postal Corporation with 5 or more years of continuous service who is employed in an office supplying postal services to the public

Permanent employee of:

- (a) the Commonwealth or a Commonwealth authority; or
- (b) a State or Territory or a State or Territory authority; or
- (c) a local government authority;

with 5 or more years of continuous service who is not specified in another item in this list

Person before whom a statutory declaration may be made under the law of the State or Territory in which the declaration is made

Police officer

Registrar, or Deputy Registrar, of a court

Senior Executive Service employee of:

- (a) the Commonwealth or a Commonwealth authority; or
- (b) a State or Territory or a State or Territory authority

Sheriff

Sheriff's officer

Teacher employed on a full-time basis at a school or tertiary education institution

ANNEXURE A

DRAWINGS

This folio marked "A" and the succeeding folios constitute the Annexure referred to as Annexure A in the Formal Instrument of Agreement signed by the parties on

the _____ day of _____ 200..

On behalf of the
Principal _____

On behalf of the
Contractor _____

SCHEDULE OF DRAWINGS

Drawing Number	Version Number	Drawing Title
----------------	----------------	---------------

Coombs Edgeworth Parade Playground

Landscape Specification

Prepared for.

Suburban Land Agency

Prepared by.

Redbox Design Group
Landscape Architects

Operations and Maintenance Documents

Provide the following documents:

- Manufacturers / suppliers installation drawings for each piece of proprietary furniture and or equipment
- Operation manuals, inspection / maintenance requirements
- Manufacturers guarantees and warranty certificates
- Construction / maintenance tools including nonstandard tools for bolt tightening and replacement parts.

ADD:

HOLD POINT 8.18E	
Process Held:	Manufacturers installation Dwgs, Operation Manuals and Warranty's / Guarantees
Submission Details:	Prior to Operational Acceptance the contractor shall provide all documents for all proprietary furniture items and fixtures.
Release of Hold Point:	The Superintendent will release the Hold Point after review of the submitted information.. The contractor shall submit additional documents if directed by the Superintendent.

8.19 PROPRIETARY PLAY EQUIPMENT

Scope

Supply and install proprietary play equipment in accordance with the Design drawings. Refer Landscape Drawings 1503 901-903, 1503 810, 1503 812

- PE1a - Balance Beam 1 (Lypa)
- PE1b - Balance Beam 2 (Lypa)
- PE1c - Balance Beam 3 (Lypa)
- PE2 - Carousel (Play Evolution)
- PE3 - Sand Table (Lypa)
- PE4 - Stepped Log (Lypa)
- PE5 - Talking Tube (Lypa)
- PE6 - Rain Wheel (Lypa)
- PE7 - Basket Swing (Play Evolution)
- PE8 - Embankment Tunnel Slide 1 (Adventure +)
- PE9 - Embankment Tunnel Slide 2 (Adventure +)
- PE10 - Embankment Double Wave Bump Slide (Adventure +)
- PE11 - Springer Bee (Kompan)
- PE12 - Springer Ant (Kompan)
- PE13 - Mini Trampoline (Eurotramp)
- PE14 - Water Pump (Moduplay)
- PE16 - Climbing Rope (Lypa)

Custom Modifications

Allow for customisation of the following proprietary items as per details on drawings

- PE15 – Water Weir (Lypa) – smaller size weir to be fabricated

General

It is the responsibility of the Contractor to ensure that all play equipment items, and furniture is ordered with sufficient lead time for installation prior to date for Practical Completion.

The contractor is responsible for co-ordination with each supplier. The Contractor must advise the Superintendent of any potential delays as soon as possible.

Submit order for, formalise contracts with suppliers, make all payments, arrange for delivery and install the following play equipment item available from the nominated supplier. Install as per the Manufacturers specifications. Allow for all relevant audits, testing and commissioning of equipment as required.

Compliance

The design, manufacture and installation of propriety play equipment shall be in accordance with relevant Australian Standards and Guidelines including:

- AS 4685 2014 Parts 1-6 - Play Equipment Standard
- AS/NZS 4486.1 : 1997
Playgrounds and playground equipment – Development, installation, inspection, maintenance and operation

Prior to ordering, provide appropriate documentation from the play equipment manufacturer / supplier certifying compliance with these Australian Standards & Guidelines.

Include confirmation that the equipment is in accordance with the design, has been reviewed by the manufacturer / supplier in terms of

- Required fall zones.
- Heights to suit final levels
- Finished surfaces (ie bark / rubber softfall)

Note – Contractor to provide certification of reinforced playground rope to be used in play structures indicating place of manufacture and warranty.

All equipment including finishes to be suitable for an external play environment and resilient to vandalism.

Set Out

Set out the playgrounds using play equipment and safety fall zone dimensions provided by the manufacturer / supplier. Mark accurately onsite for review by the Superintendent.

ADD:

HOLD POINT 8..19A	
Process Held:	At award of project - Placement of order and confirmation of lead times
Submission Details:	Contractor shall enquire with supplier at award of project, establish lead times, requirements for milestone and or deposit payments and provide documentation / remittance advice and program to superintended for review
Release of Hold Point:	The Superintendent will consider the submission prior to authorising the release of the hold point.

ADD:

HOLD POINT 8.19B	
Process Held:	Installation of play equipment
Submission Details:	Contractor shall demonstrate setout of the equipment pieces and that adequate fall zones are achieved.
Release of Hold Point:	The Superintendent will consider the submission prior to authorising the release of the hold point.

Installation

Installation is to be carried out by a specialist installer of playground equipment approved by the Supplier / manufacturer of the equipment being installed.

Compliance Plates

The contractor shall ensure that each module of equipment has compliance plate in accordance with Australian Standard requirements. Each module of equipment shall include a compliance plate that includes

- Name and address of manufacturer or authorised representative
- Equipment reference and year of manufacture

- The number and date of the relevant Australian Standard

Plimsoll lines

The Contractor shall ensure that all play equipment has plimsoll line to all play equipment items in pine bark softfall that equates with the required softfall depth applied to all uprights / posts of all installed equipment to ACT standard depths (typically 300mm bark depth – may vary from equipment source jurisdiction).

As a minimum this shall be installed with durable, contrasting coloured tape, not less than 10mm thick applied over a base line marked in indelible ink of contrasting colour to post. The upper edge of the plimsoll line shall be 50mm below the required level of softfall depth.

Compliance Inspection and Audit

At completion of installation of the piece of equipment in its final setting, the structures shall be inspected and audited for compliance with AS 4685 and AS 4422 by and independent Level 3 Playground Assessor.

The contractor shall undertake any modifications necessary to address any non-compliances

Operations and Maintenance Documents and Warranties

Provide the following documents

- Manufacturers / Suppliers certificates certifying equipment compliance has been supplied in compliance with AS4685
- Installers certificate certifying equipment has been installed in compliance with AS4685
- Warranty Certificates
- Manufacturers / Suppliers inspection, maintenance and operation manual in compliance with AS4685

ADD:

HOLD POINT 8.19C	
Process Held:	Certifications, Warranty and Maintenance Manuals
Submission Details:	<p>The Contactor shall supply the following certifications demonstrating compliance with standards and specification prior to installation</p> <ul style="list-style-type: none"> ~ certification of place of manufacture of playground rope ~ certification that the playground equipment to be supplied conforms with the Australian Standards ~ draft warranty certificates for playground equipment ~ certification of all setout for fall zones being compliant with Australian Standards
Release of Hold Point:	The Superintendent will consider the submission prior to authorising the release of the hold point.

8.20 CUSTOM PLAY EQUIPMENT – BOMMY KNOCKER STRUCTURE and PROPRIETARY SHADE STRUCTURES TYPE 1 and TYPE 2 and PROPRIETARY EQUIPMENT TYPE 16 and 17

General

Supply and Install the following:

- Small Euc Shelter
- Medium Euc Shelter
- Medium Euc Shelter with swings
- Large Euc Shelter
- Large Euc Shelter with swings
- Platanus Shelter
- Bommy Knocker with integral murals

Submit order for, formalise contracts with suppliers, make all payments, arrange for the completion of the design, construction, delivery and install for the following play equipment item available from Fleetwood Urban. Install as per the Manufacturers specifications. Allow for all relevant audits, testing, approvals and commissioning of equipment as required.

Preconstruction Planning

The Contractor is to provide the following documentation

- Confirmation of lead times for each item and program for delivery to site
- Confirmation of milestone payments to Fleetwood (receipts) to achieve program
- Certificate of compliance with AS4685 (Bommy Knockers)
- Certificate of compliance with AS1170 by a certified structural engineer of (Bommy Knockers and Shelters)
- Shop Drawings
- Written confirmation that
 - Impact attenuation requirements, fall and circulation zones have been checked and coordinated
 - Minimum equipment fall zones will be achieved
 - Equipment fall zones suit final design levels
 - Equipment fixing details and set downs are suitable for each item being installed.

ADD:

HOLD POINT 8.20A	
Process Held:	Equipment preconstruction planning requirements
Submission Details:	Provide all information from the equipment supplier / fabricator as noted in Pre-Construction Planning
Release of Hold Point:	The Superintendent will release the Hold Point after review of the submitted information. The contractor shall submit additional documents if directed by the Superintendent.

ADD:

HOLD POINT 8.20B	
Process Held:	At award of project - Placement of order and confirmation of lead times
Submission Details:	Contractor shall enquire with supplier at award of project, establish lead times, requirements for milestone and or deposit payments and provide documentation / remittance advice and program to superintended for review
Release of Hold Point:	The Superintendent will consider the submission prior to authorising the release of the hold point.

Materials and Colours

Materials and colours to be confirmed and approved by **Redbox Design Group** as author of the Design prior to ordering.

Bommy Knockers – Product and Material Notes

- Footings: Reinforced concrete footings.
Allowance of 750mm dia reinforced concrete piers to a max depth of 3.5m for three towers
- Main Support columns – Timber clad steel
- Tower framework – Painted Steel
- Window Frames – Painted Steel
- Tower cladding – Class 1 Australian Hardwood battens
- Tower Cladding Features – 250mm dia end logs and 3mm steel discs
- 2 No plastic slides
- 1 No SS bar slide
- Horizontal rope tunnels
- Vertical tube net tunnel
- Rope floor
- Timber ladder
- Cargo climb nets
- Timber Scramble nets
- Integral murals

Platanus and Eucalyptus Leaf Shelters – Product and Material Notes

- Footings: Reinforced concrete footings.
Allowance of 600mm dia piers to a maximum depth of:
 - 2m (6m Euc Shelter)
 - 3m (9m euc shelter)
 - 4m (12m euc shelter and Platanus shelter)

- Structural Frame – painted steel
- Timber cladding – Class 1 Australian Hardwood
- Roofing material – Powder coated Aluminium
- Fasteners – Galvanised
- Swing seats and fittings

General Inclusions (off site)

- Detail Engineering design
- Engineering certification of structure and foundations
- Shop Detailing for Manufacturing
- Desktop play audit
- Manufacturing and preparation of all parts for the product
- Preparation for and application of protective coating to steelwork
- Preassembly of the product (as required) for product dispatch.

General Inclusions (onsite)

- Engineering site inspections and certifications
- Play auditor site inspections and certification
- Seout of footings required for the product
- Excavation for footings
- Placement of formwork, reinforcement, and concrete for footings
- Transport to site of product parts (in part or pre- assembled)
- All necessary fasteners for the assembly and installation of the product
- Preassembly of the project as required ready for installation.
- Installation of the product including all necessary craneage, hoisting and scaffolding
- Removal and disposal of rubbish associated with the product install from the site
- Supply of power onsite as required for the installation of the product

Principal Contractor Responsibilities

The contractor will be required to work cooperatively with the fabricator Fleetwood Urban to accommodate the successful installation including keeping the fabricator informed of timelines.

- Payment of deposit and milestones to achieve project time frame
- Reinstatement works to surrounding areas not associated with the installation of the product
- Provision of all-weather access to the site for vehicles required for the installation of the product.
- Site establishment (temp fence, and provision of site amenities)
- Provision of approved temporary traffic management
- WAE requirements including survey (Fleetwood will provide updated shop details)
- Building permits and council asset protection fees
- Rectification of damages to structures by third party (physical damage / graffiti etc)
- Services location / relocation / liaison with service providers
- Disposal of excavated material off site
- Preparation of groundwork battering, shaping, softfall excavation / setdown and earthworks surrounding the structure
- Approach paths and finished surfaces
- Erosion and environmental controls on site during installation of the product

Shop Drawings

Refer Preconstruction planning

Installation Requirements

The Principal Contractor shall make allowance in the program to coordinate with and provide access for Fleetwood for the installation of each structure as follows:

- Crane access to within 5m of structure locations
- Clear access for necessary delivery and working vehicles
- Single mobilisation of all structures

Set Out

Set out onsite each piece of equipment and structure accurately demonstrating location of footings, piers, and extent of safety fall zones

Contractor to confirm access requirements for installation

ADD:

HOLD POINT 8.20C	
Process Held:	Setout of Bommy Knockers and Shelters
Submission Details:	A minimum of two (2) days prior to commencement of installation, the contractor shall demonstrate setout of the equipment pieces and that adequate fall zones are achieved and Fabricator access requirements.
Release of Hold Point:	The Superintendent will consider the submission prior to authorising the release of the hold point.

Installation

Coordinate and facilitate installation with manufacturer to ensure a complete structure is installed to achieve a high-quality installation.

Refer Section 8.19

Proprietary Equipment for the following requirements relevant to Bommy Knocker installation

- Plimosoll lines
- Compliance Plates
- Equipment Compliance Testing

Compliance Inspection and Audit

At completion of installation of the piece of equipment in its final setting, the structures shall be inspected and audited for compliance with AS 4685 and AS 4422 by and independent Level 3 Playground Assessor.

The contractor shall undertake any modifications necessary to address any non-compliances.

Operations and Maintenance Documents and Warranties

Provide the following documents

- Manufacturers / Suppliers certificates certifying equipment compliance has been supplied in compliance with AS4685
- Installers certificate certifying equipment has been installed in compliance with AS4685
- Warranty Certificates
- Manufacturers / Suppliers inspection, maintenance and operation manual in compliance with AS4685

ADD:

HOLD POINT 8.20D	
Process Held:	Certifications, Warranty and Maintenance Manuals
Submission Details:	The Contactor shall supply the documents as noted in Operations and Maintenance Documents and Warranties
Release of Hold Point:	The Superintendent will consider the submission prior to authorising the release of the hold point.

8.21 CUSTOM PLAY EQUIPMENT – BIRDS NEST

General

Supply and Install the following:

- Birds Nest

Submit order for, formalise contracts with suppliers, make all payments, arrange for the completion of the design, construction, delivery, and install for the play equipment item available from the nominated supplier (Lypa / Natureplay). Install as per the manufacturers instructions / specifications. Allow for all relevant audits, testing, approvals and commissioning of equipment as required.

Preconstruction Planning

The Contractor is to provide the following documentation

- Confirmation of lead times for each item and program for delivery to site
- Confirmation of milestone payments to Nature play/Lypa (receipts) to achieve program.
- Certificate of compliance with AS4685 (Bird Nest Structure)
- Certificate of compliance with AS1170 by a certified structural engineer of (Birds Nest Structure)
- Shop Drawings
- Written confirmation that
 - Impact attenuation requirements, fall and circulation zones have been checked and coordinated
 - Minimum equipment fall zones will be achieved
 - Equipment fall zones suit final design levels
 - Equipment fixing details and set downs are suitable for each item being installed

ADD:

HOLD POINT 8.21A	
Process Held:	Equipment preconstruction planning requirements
Submission Details:	Provide all information form the equipment supplier / fabricator as noted in Pre-Construction Planning
Release of Hold Point:	The Superintendent will release the Hold Point after review of the submitted information. The contractor shall submit additional documents if directed by the Superintendent.

ADD:

HOLD POINT 8.21B	
Process Held:	At award of project - Placement of order and confirmation of lead times
Submission Details:	Contractor shall enquire with supplier at award of project, establish lead times, requirements for milestone and or deposit payments and provide documentation / remittance advice and program to superintendent for review
Release of Hold Point:	The Superintendent will consider the submission prior to authorising the release of the hold point.

Materials and Colours

Materials and colours to be confirmed and approved by **Redbox Design Group** as author of the Design prior to ordering.

Birds Nest – Product and Material Notes

- Footings: Reinforced concrete footings.
- Timber – Australian Jarrah
- Structural Steel finished with 2 pack painted surface
- All ropes to be steel core nylon play ropes
- HDPE tube slide

General Inclusions (off site)

- Detail Engineering design
- Engineering certification of structure and foundations
- Fabrication Drawings for Manufacturing
- Manufacturing and preparation of all parts for the product

Principal Contractor Responsibilities

The contractor will be required to work cooperatively with the fabricator to accommodate the successful installation of the Birds Nest Structure including keeping the fabricator informed of timelines.

- Payment of deposit and milestones to achieve project time frame
- Reinstatement works to surrounding areas not associated with the installation of the product
- Provision of all-weather access to the site for vehicles required for the installation of the product.
- Site establishment (temp fence, and provision of site amenities)
- Provision of approved temporary traffic management
- WAE requirements including survey (Nature play / Lypa will provide updated shop details)
- Building permits and council asset protection fees
- Rectification of damages to structures by third party (physical damage / graffiti etc)
- Services location / relocation / liaison with service providers
- Disposal of excavated material off site
- Preparation of groundwork battering, shaping, softfall excavation / setdown and earthworks surrounding the structure.
- Approach paths and finished surfaces
- Erosion and environmental controls on site during installation of the product

Installation Requirements

The Principal Contractor shall make allowance in the program to coordinate with and provide access for Nature play / Lypa for the installation of each structure as follows:

- Unimpeded access for a 10T truck within 5m of the install location
- Unimpeded access for small plant (eg 3.5T excavator) direct to install location
- Clear access for necessary delivery and working vehicles
- Single mobilisation of all structures
- Protection of adjacent surfaces

Set Out

Set out onsite each piece of equipment and structure accurately demonstrating location of footings, piers, and extent of safety fall zones.

Setout to confirm construction access requirements with the Fabricator.

ADD:

HOLD POINT 8.21C	
Process Held:	Setout of Birds Nest Structure

Submission Details:	A minimum of two (2) days prior to commencement of installation, the contractor shall demonstrate setout of the equipment pieces and that adequate fall zones are achieved, and Fabricator access requirements.
Release of Hold Point:	The Superintendent will consider the submission prior to authorising the release of the hold point.

Installation

Co ordinate and facilitate installation with manufacturer to ensure a complete structure is installed to achieve a high quality installation.

Refer Section 8.xx Proprietary Equipment for the following requirements relevant to Birds Nest installation

- Plimosoll lines
- Compliance Plates
- Equipment Compliance Testing

Compliance Inspection and Audit

At completion of installation of the piece of equipment in its final setting, the structures shall be inspected and audited for compliance with AS 4685 and AS 4422 by and independent Level 3 Playground Assessor.

The contractor shall undertake any modifications necessary to address any non compliances

Operations and Maintenance Documents and Warranties

Provide the following documents

- Manufacturers / Suppliers certificates certifying equipment compliance has been supplied in compliance with AS4685
- Installers certificate certifying equipment has been installed in compliance with AS4685
- Warranty Certificates
- Manufacturers / Suppliers inspection, maintenance and operation manual in compliance with AS4685

ADD:

HOLD POINT 8.21D	
Process Held:	Certifications, Warranty and Maintenance Manuals
Submission Details:	The Contractor shall supply the documents as noted in Operations and Maintenance Documents and Warranties
Release of Hold Point:	The Superintendent will consider the submission prior to authorising the release of the hold point.

8.22 ORGANIC SOFTFALL

Standards

AS 4685

Material

Clean Tan (pine) Bark, 20-80mm graded material of even, uniform dimension. No silt, soil or clay particles shall be present.

Tolerance:

Maximum of 10% wood slivers / slender needle like / sharp pointed pieces which are a maximum of 50mm in length and present an unacceptable risk of splintering and a potential for puncture injuries to users.

Excavation and Subgrade Preparation

Carry out detailed cut and fill as required to achieve the documented design. Remove any soft, weak, saturated or organic material within the top 300mm of the subgrade. Trim and shape the subgrade to fall to subsoil drains and drainage release lines. Falls minimum 2% 98% MMDD Finished subgrade to have a tolerance of +/-20mm when measured across a 1.5m straight edge.

8.28 CUSTOM PLAY EQUIPMENT (CPE3)

75

Stone Water play channel, Weir (PE15) + Water Pump (PE14) – refer Landscape Drawings 1503 810, 1503 902-903.

Stone Water Play Channel

General

Source, supply, carve and install sandstone block water play channel as per details.

Contractor shall confirm the source of the stone prior to ordering. Stone shall be equal to Sydney sandstone 'A' Grade blocks.

Carve and or machine our channel and groves required for installation of feature elements such as stones, weirs etc as per details.

Sample

HOLD POINT 8.28A	Confirmation of source of stone + sample
Process Held:	Provide confirmation of source of stone, grade and provide images and or sample block
Submission Details:	At least fourteen (14) working days prior to the proposed commencement of fabrication, the Contractor shall submit source information, sample images and or sample block of stone which demonstrates the carving process and final finish. A
Release of Hold Point:	The superintendent will consider the submission prior to authorising the release of the hold point.

Weir (PE15)

Supply and install weir(s) – refer clause 8.19 Proprietary play Equipment.

Custom modifications (special width) to be fabricated by play equipment supplier prior to delivery and installation.

HOLD POINT

Refer hold point 8.19A

Installation

Install in accordance with details and manufacturers requirements.

Water Pump (PE14)

Supply and install water pump – refer clause 8.19 Proprietary play Equipment.

Co-ordinate location with sandstone blocks to ensure water flow exiting spout into channel – test and fine tune spill prior to fixing pump to footing.

HOLD POINT

Refer hold point 8.19A

Installation

Co-ordinate all necessary services and plumbing requirements Install in accordance with details and manufacturers requirements.

HOLD POINT 8.28B	Setout
Process Held:	Installation
Submission Details:	Contractor to display accurate setout details onsite prior to final fix off.
Release of Hold Point:	The superintendent will consider the submission prior to authorising the release of the hold point.

8.27 MEASUREMENT AND PAYMENT

Add

Pay Item 804P1 Fencing

The item includes shop drawings, supply and installation.

804P1.1 FE1 – 1200mm high pool fence

The item includes shop drawings, supply and installation.

804P1.2 G1 – 1200mm High Gate

Add

Pay Item 807P1 Electric Barbeque Installation

The item includes minor regrading, excavation, supply & erection of unit, removal of debris, pipes, conduits, penetrations, connection fees for water, electricity, sewer. Include all electrical connections and approvals as per electrical engineers drawing.

807P1.1 BBQ – All Access BBQ Christi A Series

Add

Pay Item 809P1 Decomposed Granite Gravel

The item shall include supply and install including excavation/ trim, boxing out, placing, compaction, topping up, levelling, disposal of spoil, finishing, stabiliser additive.

809P1.1 Decomposed Granite Gravel compacted

Add

Pay Item 816P1 Timber Steps and Edges

The item shall include supply and installation.

816P1.1 ST4a- Timber scramble steps (sloped)

816P1.2 ST4b- Timber scramble steps (at grade)

816P1.3 Timber Log Stepper

816P1.4 E4 - Timber Steps / Terracing

Add

Pay Item 817P1 Stone Steppers, Terracing and Walls

The item shall include supply and installation.

817P1.1 ST5 - Stairs Type 5 - Stone Scramble Steppers

817P1.2 E2 - Edge Type 2 - Sandstone Terracing

817P1.3 E3 - Edge Type 3 - Informal Stone Edging (at grade)

817P1.4 W2 - Wall Type 2 - Informal Boulder (retaining)

Add

Pay Item 818P1 Proprietary Furniture.

The item shall include shop drawings, supply & Install to manufacturers specifications incl thickening of footings as required.

818P1.1 F1 - Picnic Setting (Street and Garden Marina)

818P1.2 F2 - Bench (Street and Garden Marina)

818P1.3 F3 - Curved Bench (Street and Garden Marina)

- 818P1.4 F4 - Deck Chair (Street and Garden Marina)
- 818P1.5 F5a - Bin Enclosure (red ?) (Street and Garden Marina)
- 818P1.6 F5b - Bin Enclosure (Yellow?) (Street and Garden Marina)
- 818P1.7 F6 - Bench (Hardwood Iguana Creative)
- 818P1.8 BR - Bike Rack (Street and Garden Cruiser)
- 818P1.9 DF - Drinking Fountain (Street and Garden Flight)
- 818P1.10 B01 - Bollard (Street and Garden Marina)
- 818P1.11 B02 - Bollard (Replas Brolga)
- 818P1.12 SS3 - Shade Structure (Street and Garden Drape Shelter)

Add

Pay Item 819P1 Proprietary Play Equipment.

The item shall include shop drawings, supply & Install to manufacturers specifications incl thickening of footings as required.

- 819P1.1 PE1a - Balance Beam 1 (Lypa)
- 819P1.2 PE1b - Balance Beam 2 (Lypa)
- 819P1.3 PE1c - Balance Beam 3 (Lypa)
- 819P1.4 PE2 - Carousel (Play Evolution)
- 819P1.5 PE3 - Sand Table (Lypa)
- 819P1.6 PE4 - Stepped Log (Lypa)
- 819P1.7 PE5 - Talking Tube (Lypa)
- 819P1.8 PE6 - Rain Wheel (Lypa)
- 819P1.9 PE7 - Basket Swing (Play Evolution)
- 819P1.10 PE8 - Embankment Tunnel Slide 1 (Adventure +)
- 819P1.11 PE9 - Embankment Tunnel Slide 2 (Adventure +)
- 819P1.12 PE10 - Embankment Double Wave Bump Slide (Adventure +)
- 819P1.13 PE11 - Springer Bee (Kompan)
- 819P1.14 PE12 - Springer Ant (Kompan)
- 819P1.15 PE13 - Mini Trampoline (Eurotramp)
- 819P1.16 PE14 - Water Pump (Moduplay)
- 819P1.17 PE15 - Water Weir (Lypa) custom size
- 819P1.18 PE16 - Climbing Rope (Lypa)

Add

Pay Item 802P1 Custom Play Equipment – Bommy Knocker Structure and Proprietary Shade Structures + Swings

The item shall include shop drawings, Compliance certificates, setout, supply & Install to manufacturers specifications

- 820P1.1 Contractors allowance for markup and co ordination and management sub contractor to assist them in installation for full product
- 820P1.2 Building Certification and approval

Add

Pay Item 821P1 Custom Play Equipment – Birds Nest

This item shall include all management, co-ordination, supply, install incl: excavation and footings

821P1.1 Contractors allowance for markup and co ordination and management sub contractor to assist them in installation for full product

821P1.2 Building Certification and approval

Add

Pay Item 822P1 Organic Softfall.

This item shall include the supply of all materials, detailed excavation/ fill/trim , removal of excess , compaction, subgrade preparation, installation of sand and bark

822P1.1 Organic Softfall and sand

Add

Pay Item 823P1 Rubber Softfall.

This item shall include detailed excavation/ fill / trim, removal of excess, compaction, sub-grade, supply all materials, samples, setout of pattern, installation

823P1.1 SF1 - FHOF - min. 1.0

823P1.2 SF1 - FHOF - min 1.5m

823P1.3 SF1 - FHOF - min 2.0m

823P1.4 SF1 - FHOF - min 2.5m

823P1.5 E/O for formation and installation of FH - Foot Holds

Add

Pay Item 824P1 Sand Softfall.

This item shall include detailed excavation/ fill / trim, removal of excess, compaction, sub-grade, grading and test certificates, supply all materials, installation.

824P1.1 SF3 - Sand Softfall

Add

Pay Item 825P1 Entry Signage – Embedded Steel

This item Supply all materials, shop drawings, setout, samples and install.

825P1.1 Steel Entry Signage

Add

Pay Item 826P1 Cosmic Eggs – Play Sculpture

This item shall include management, co-ordination, supply, install incl: excavation + footings.

926P1.1 Construction and installation of footings, and installation Cosmophone and Cosmic Eggs fabricated by artist

Add

Pay Item 827P1 Play Element Barrier (Timber)

This item shall include supply all materials, shop drawings, setout, samples and install.

827P1.1 Pba Timber Feature Screen

827P1.2 Pbb Timber Feature Screen

827P1.3 Pbc Timber Feature Screen

Add

Pay Item 828P1 CPE3 – Custom Play

This item shall include supply all materials, shop dwgs, samples, installation to achieve design intent.

828P1.1 CPE3 - Custom Water Play Channel

(Weir - refer Item 819P1.17)

Add

Pay Item 829P1 Compliance Testing

827P1.1 Playground and equipment compliance and audit testing and certification and report

827P1.2 Testing and compliance report - rubber softfall

8.29 SCHEDULE OF HOLD POINTS

Hold Point	Clause	Description
8.2A	8.04	Installation of Prefabricated fence panel system
8.8	8.06.1	Details of electric barbeque unit
8.9	8.06.1	Location and set out of barbeque including associated service arrangements
811A	8.08	Granite Gravel Sample
8.16A	8.14	Timber Material Sample
8.16A	8.15	Sample of rock for each of the separate stone types
8.17B	8.15	Setout of stone walls for each area of work
817C	8.15	Sample installation -Stone walls
8.18A	8.16	Placement of order and confirmation of lead times
8.18B	8.16	Standard dwgs for proprietary furniture, shelters and fixtures
8.18C	8.16	Setout of proprietary furniture and fixtures
8.18D	8.16	Water connection setout and approvals
8.18E	8.16	Manufacturers installation dwgs, operation manuals and warranty/s
8.19A	8.17	Confirmation of lead times and placement of order
8.19B	8.17	Installation of play equipment
8.19C	8.17	Certification, Warranty and Maintenance Manuals
8.20A	8.18	Equipment preconstruction planning requirements
820B	8.18	Placement of order and confirmation of lead times
8.20C	8.18	Setout of Bommy Knockers and Shelters
8.20D	8.18	Certification, Warranty and Maintenance Manuals
8.21A	8.19	Equipment preconstruction planning requirements
8.21B	8.19	Placement of order and confirmation of lead times
8.21C	8.19	Setout of Birds nest Structure
8.21D	8.19	Certifications, Warranty and Maintenance Manuals
8.22A	8.20	Subgrade and drainage for organic softfall areas
8.22B	8.20	Backfill to playground drainage
8.23A	8.21	Engagement of Sub contractor for Rubber Softfall installation
8.23B	8.21	Product submission (SF1-3)

8.23C	8.21	Installation of Rubber Softfall
8.23D	8.21	Samples of Rubber Softfall + Data Sheets
8.23E	8.21	Installation of drainage and subgrade
8.23F	8.21	Backfill to playground drainage
8.23G	8.21	Acceptance of substrate by installer of Rubber Wetpour system
8.23H	8.21	Commencement of rubber wet pour system installation
8.23I	8.21	Installation of Impact Base
8.23J	8.21	Setout of pattern and confirmation of installation process
8.23K	8.21	Submission of manufactures published use, care and maintenance requirements for rubber softfall
8.23L	8.21	Rubber softfall Testing
8.24A	8.22	Softfall sand sample
8.25A	8.23	Shop Drawings – Lettering
8.25B	8.23	Letter Prototype
8.25C	8.23	Setout of lettering into concrete pavement
8.26A	8.24	Placement of order and confirmation of lead times
8.26B	8.24	Setout of footing and play sculpture locations
8.27A	8.27	Shop Drawings
8.27B	8.27	Samples~Metal work
8.27C	8.27	Setout
8.27D	8.27	Samples~Timber
8.28A	8.28	Confirmation of source of stone + sample

SECTION B – PROVISIONAL SUMS

101

B01 – ADDITIONAL WORKS

Pay Item B01.1 ADDITIONAL WORKS

Any additional works as directed by the Superintendent outside the scope of the contract

B02 – TOP SOIL IMPROVEMENTS

Pay Item B02.1 TOPSOIL IMPROVEMENTS

Supply and incorporation of topsoil additives as directed by superintendent, in addition to the pay items nominated in Section 9.0

This item allows for improvements following testing of onsite material for conformance with Basic Specification requirements.

B03 – ACTEW FEES AND CHARGES

Pay Item B03.1 AUTHORITY Fees and Charges

Including but not limited to

1. Lighting

Isolation and connection to mains

Fees and Charges

2. Electrical

Mains connection to POE

3. Water

Mains connection

4. Sewer manhole covers

Raise to meet path levels

B04 – COSMIC EGGS

Pay Item BO4.1 Commission and payment to supplier.

Refer Section 8.0 Clause 8.26

B05 – BIRDS NEST

Pay Item BO5.1 Commission and payment to supplier.

B06 – BOMBY KNOCKERS + LEAF SHELTERS

Pay Item BO6.1 Commission and payment to supplier.

B07 – GEOTECHNICAL INVESTIGATION AT WATERS EDGE FOR SHELTER INSTALLATION

Pay Item BO7.1 Commission and payment to supplier.

COOMBS EDGEWORTH PARADE PLAYGROUND

02 TENDER

SECTION B

PROVISIONAL SUMS

B04	Cosmic Eggs - Hanna Hoyne	\$60,865.00
B05	Custom Birds Nest - Lypa / Natureplay	\$598,689.30
B06	Custom Bomby Knockers + Leaf Shelters - Fleetwood Urban	\$1,723,953.00
B07	Geotechnical Investigation at waters edge for shelter installation	
TOTAL SECTION B (incl GST)		#REF!
LUMP SUM TOTAL SECTION A + SECTION B		#REF!

Project Officer: Simon Frowd. Ph: (02) 6205 0414
Contracts Officer: Ian Hamill. Ph: (02) 6207 6602

Mr Anthony O'Brien
Managing Director
Briarwood Pty Limited
ABN 87 008 519 784
t/a RAM Constructions
10/98 Vicars Street
MITCHELL ACT 2911

Dear Mr O'Brien

Letter of Acceptance for the purpose of clause CT4.07 of the Conditions of Tender

Contract No: SL210099
Project: Coombs Edgeworth Parade Playground Construction

The Suburban Land Agency accepts your offer dated 7 July 2021 for the **Coombs Edgeworth Parade Playground Construction** project for the GST-inclusive fee of four million, two hundred and forty eight thousand, two hundred and twenty three dollars and eighty three cents (\$4,248,223.83) and a GST-inclusive Provisional Sum of two million, five hundred and ninety five thousand and seven dollars and thirty cents (\$2,595,007.30) making a GST-inclusive Contract Sum of six million, eight hundred and forty three thousand, two hundred and thirty one dollars and thirteen cents (\$6,843,231.13).

Formation of contract

2. In accordance with clause CT4.07 of the Conditions of Tender, a contract ("**Contract**") is formed between the Suburban Land Agency and Briarwood Pty Limited t/a RAM Constructions for the performance of Works with effect as at the date of this letter of acceptance.

3. The following documents ("Contract Documents") constitute the contract and have already been provided or made available to you (including in the request for tender documents), or are attached to or included in this letter:
 - (a) this letter of acceptance
 - (b) matters agreed as a result of post-tender negotiations/correspondence
 - (c) the Formal Instrument of Agreement
 - (d) Amendments to AS2124-1992 General Conditions of Contract at close of tender
 - (e) Special Conditions of Contract

- (f) AS2124-1992 General Conditions of Contract
- (g) Annexure to the General Conditions of Contract
- (h) Addenda issued in respect of the Tender Documents (if any)
- (i) Conditions of Tender
- (j) Specifications
- (k) Schedule of Drawings and Drawings
- (l) Contractor's executed Form of Tender
- (m) Schedule of Prices (if applicable)
- (n) Schedule of Rates (if applicable)
- (o) Priced Bill of Quantities (if applicable)
- (p) Labour Relations, Training Workplace Equity Plan

Subcontracting

4. You are reminded that in relation to Clause 9.2 of the General Conditions of Contract you must obtain approval of the Superintendent of any subcontractors. Accordingly, if you have not done so already, please provide the Superintendent the name and the address and the scope of work to be subcontracted of all subcontractor/s for the duration of the contract. This information is to be provided to the Superintendent within 14 days of this letter.
5. Part 2 Clause 8(1) of the Secure Local Jobs Code also requires you to provide details of all proposed sub-contractors to the Suburban Land Agency prior to their engagement of undertaking Territory funded work.
6. Note that the acceptance of your tender by this letter does not constitute approval of subcontractors.

Industrial relations obligations

7. It is your responsibility to ensure that you and all subcontractors, and their subcontractors, comply with their obligations under the Secure Local Jobs Code as expressly required by Special Conditions of Contract, Clause 6.01 Secure Local Jobs Code. Unless directed otherwise by the Superintendent all Payment Claims are to be accompanied by an Ethical Suppliers Declaration-Contract. This will satisfy the requirements of Special Conditions of Contract Clause 6.01.9(b).
8. It is further a requirement under Special Conditions of Contract Clause 6.01.17(b) that, if you were required to submit a Labour Relations, Training and Workplace Equity Plan (LRTWEP), as part of your tender for the Works, then you are required to:
 - (a) Implement the commitments set out in your LRTWEP; and
 - (b) Report to the Territory on your compliance with the LRTWEP quarterly during the term of this contract.

Security

9. You are reminded that under Clause 5.4 of the General Conditions of Contract the Security Deposit of \$215,300.00 in an approved form must be lodged with this office within 28 days from the date of this letter. The Security Deposit must be forwarded to the Senior Director, Contracts and Prequalification, Project Development and Support,

Major Projects Canberra, who can be contacted on 02 6207 6604 or MPCCContractRequests@act.gov.au.

The postal address is:

OR physical address:

Senior Director
Contracts and Prequalification
Project Development and Support
Major Projects Canberra
GPO Box 158
CANBERRA ACT 2601

Senior Director
Contracts and Prequalification
Project Development and Support
Major Projects Canberra
Level 3, Pod A3, Callam Offices
50 Easty Street
PHILLIP ACT 2606

Practical Completion

10. In relation to Clause 35.2 of the General Conditions of Contract you are required to reach practical completion in accordance with the following:

Separable Portion 1	4 weeks from the date of this Letter of Acceptance
Separable Portion 2	2 weeks from the date of this Letter of Acceptance
Separable Portion 3	40 weeks from the date of this Letter of Acceptance
Separable Portion 4	44 weeks from the date of this Letter of Acceptance
Separable Portion 5	70 weeks from the date of this Letter of Acceptance (including 26 weeks consolidation period)

Formal Instrument of Agreement

11. Pursuant to clause CT4.07.2 of the Conditions of Tender, the Territory also requires you to execute the Formal Instrument of Agreement on the same terms as this letter of acceptance. A Courier will deliver the Formal Instrument of Agreement and associated documents to you when they are ready for execution and you are required to return the executed documents within 14 days of receipt.

Yours faithfully



Darren Smith
Executive Branch Manager, Civil
Infrastructure Delivery Partners
Major Projects Canberra

4 August 2021



ACT
Government

Major Projects Canberra

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Images and drawings are for concept purposes only. Changes to structure may occur during detail design. All lighting, shadows and materials are simulated.

DRAWN BY TS ISSUE 21/08/2020

CLIENT

SUBURBAN LAND AGENCY



ARCHITECT

REDBOX DESIGN GROUP



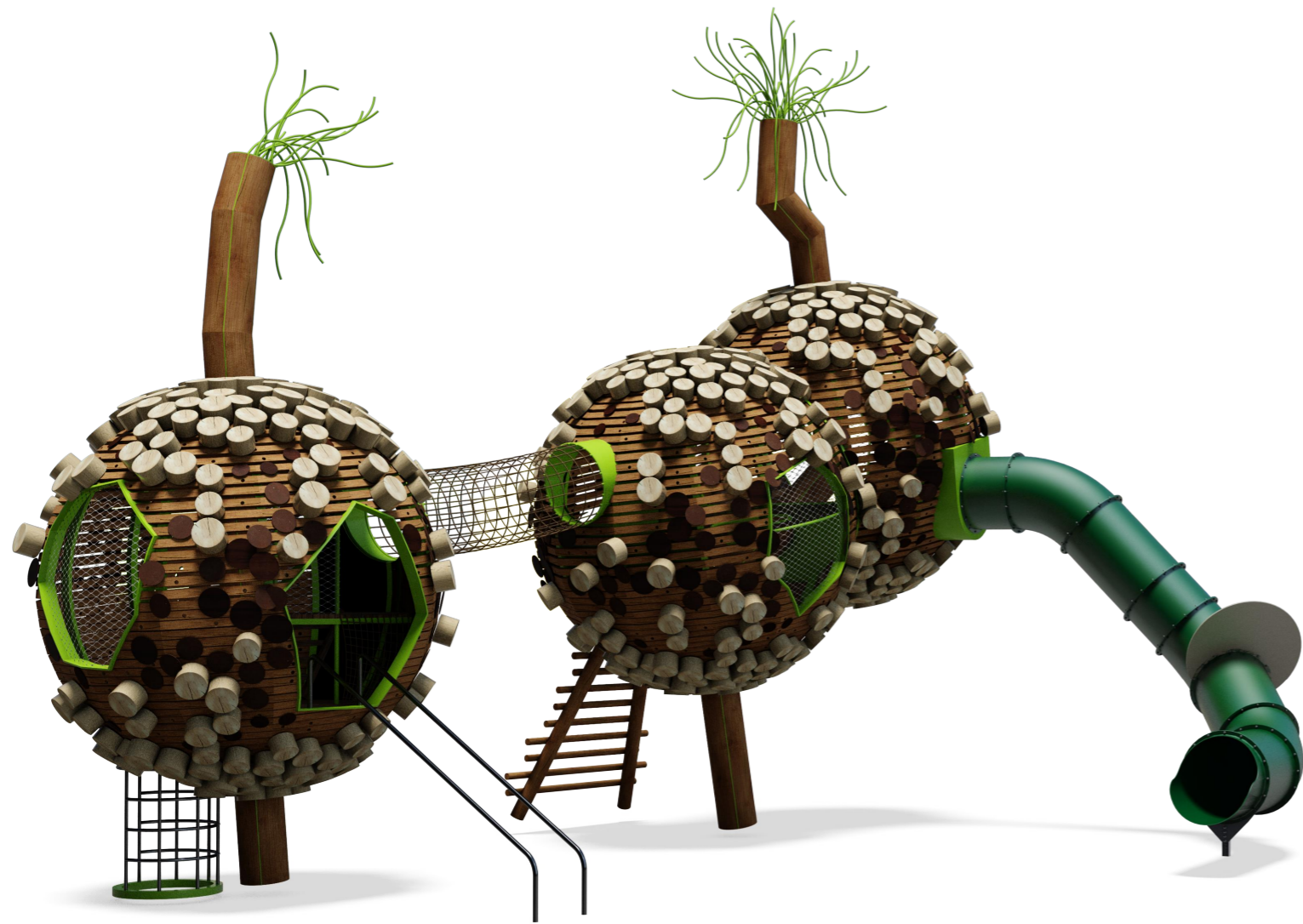
PROJECT

Coombes Play

PRODUCT

BOMMY KNOCKERS

Documentation
Readiness 75%



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DRAWN BY TS ISSUE 21/08/2020

CLIENT

SUBURBAN LAND AGENCY



ARCHITECT

REDBOX DESIGN GROUP



PROJECT

Coombes Play

PRODUCT

BOMMY KNOCKERS

Documentation
Readiness 75%



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DRAWN BY TS ISSUE 21/08/2020

CLIENT

SUBURBAN LAND AGENCY



ARCHITECT

REDBOX DESIGN GROUP



PROJECT

Coombes Play

PRODUCT

BOMMY KNOCKERS

Documentation
Readiness 75%



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DRAWN BY TS ISSUE 21/08/2020

CLIENT
SUBURBAN LAND AGENCY



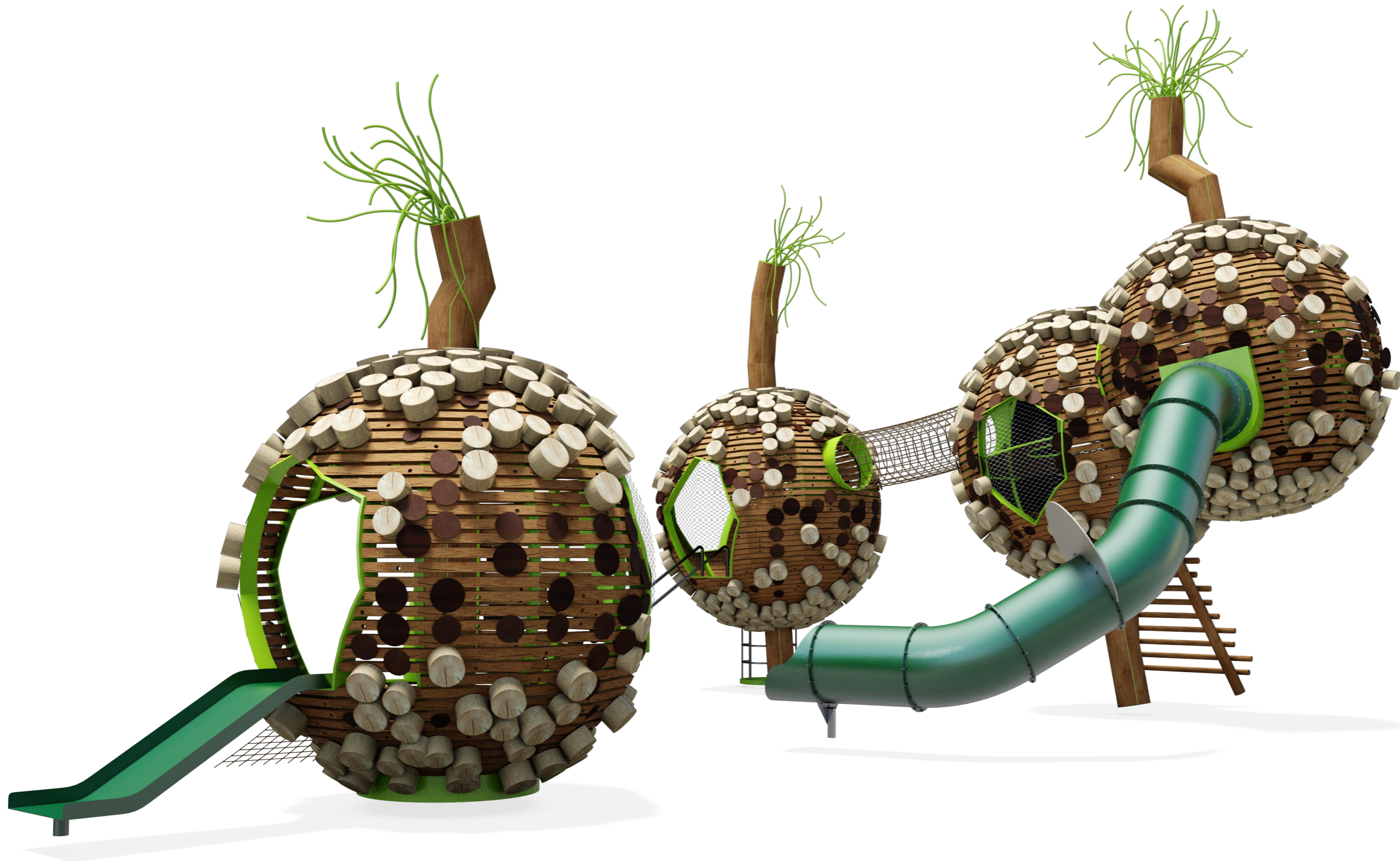
ARCHITECT
REDBOX DESIGN GROUP



PROJECT
Coombes Play

PRODUCT
BOMMY KNOCKERS

Documentation
Readiness 75%



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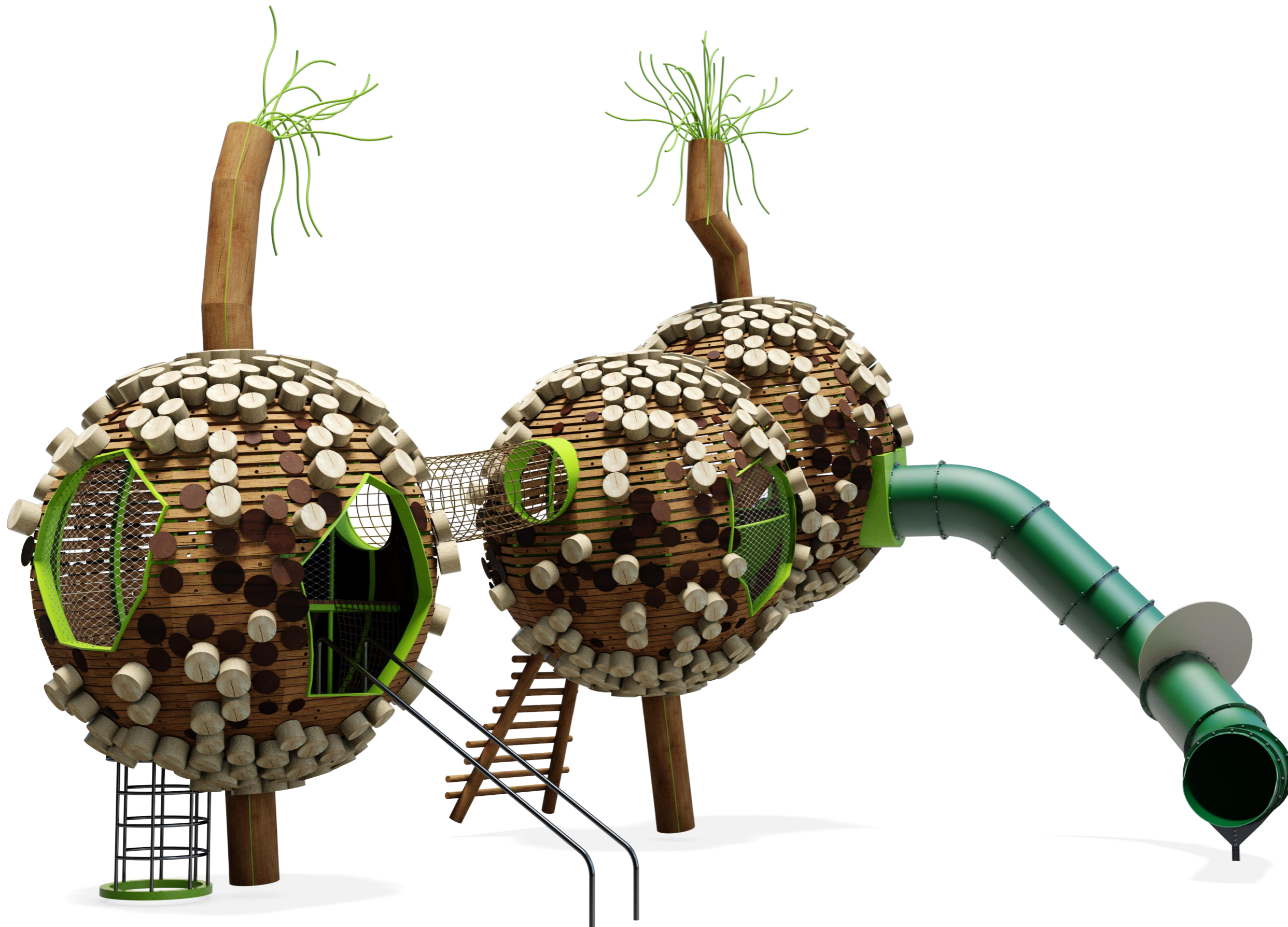
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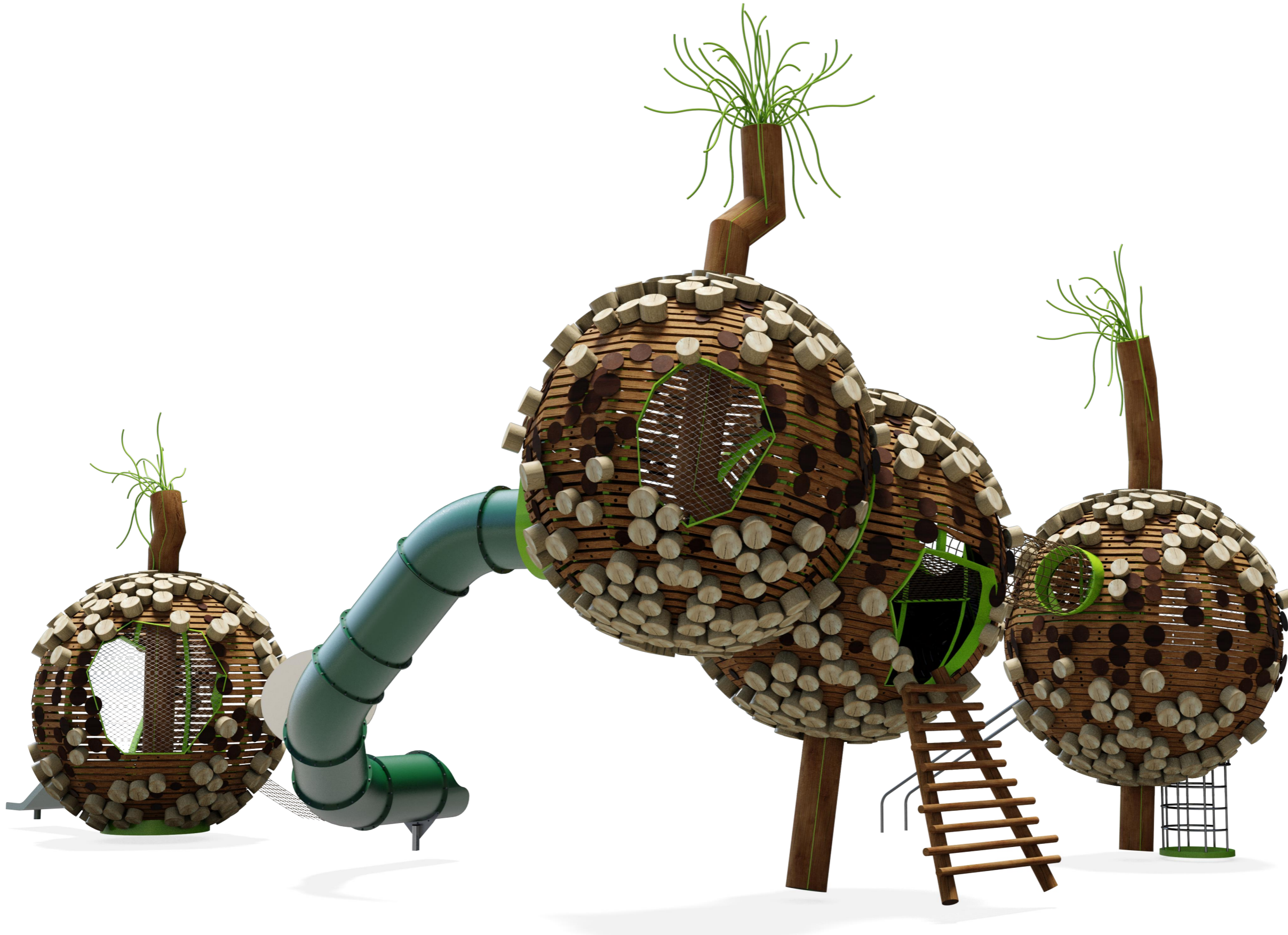
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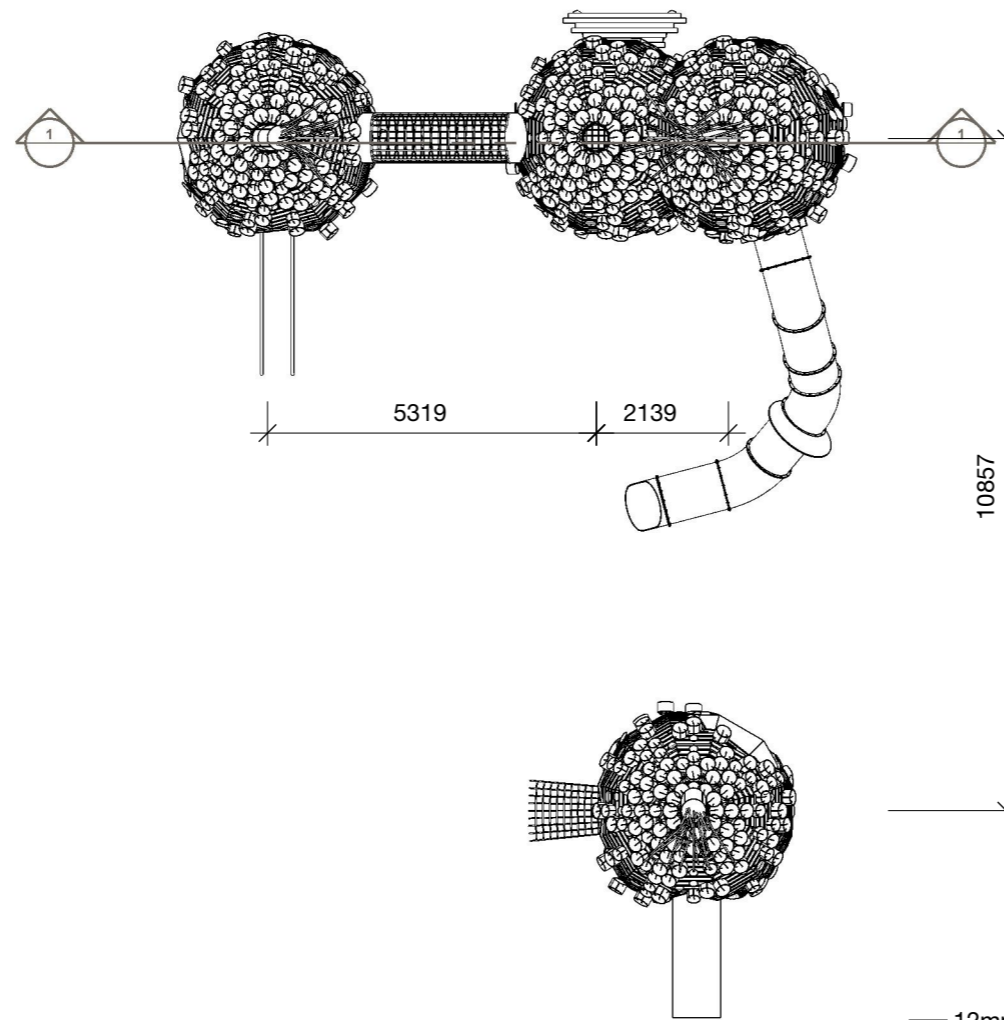
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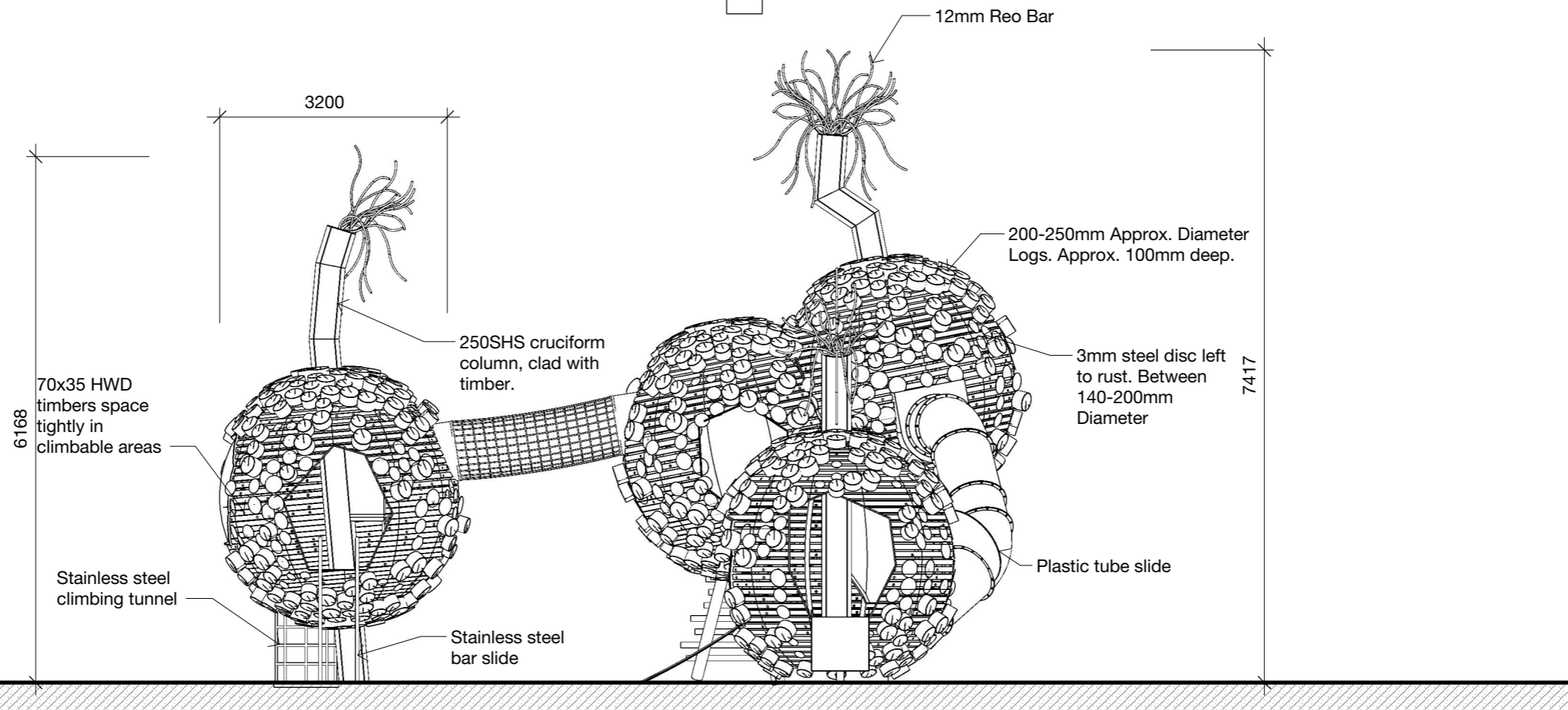
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A PLAN
scale: 1:NTS



B FRONT VIEW
scale: 1:NTS

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