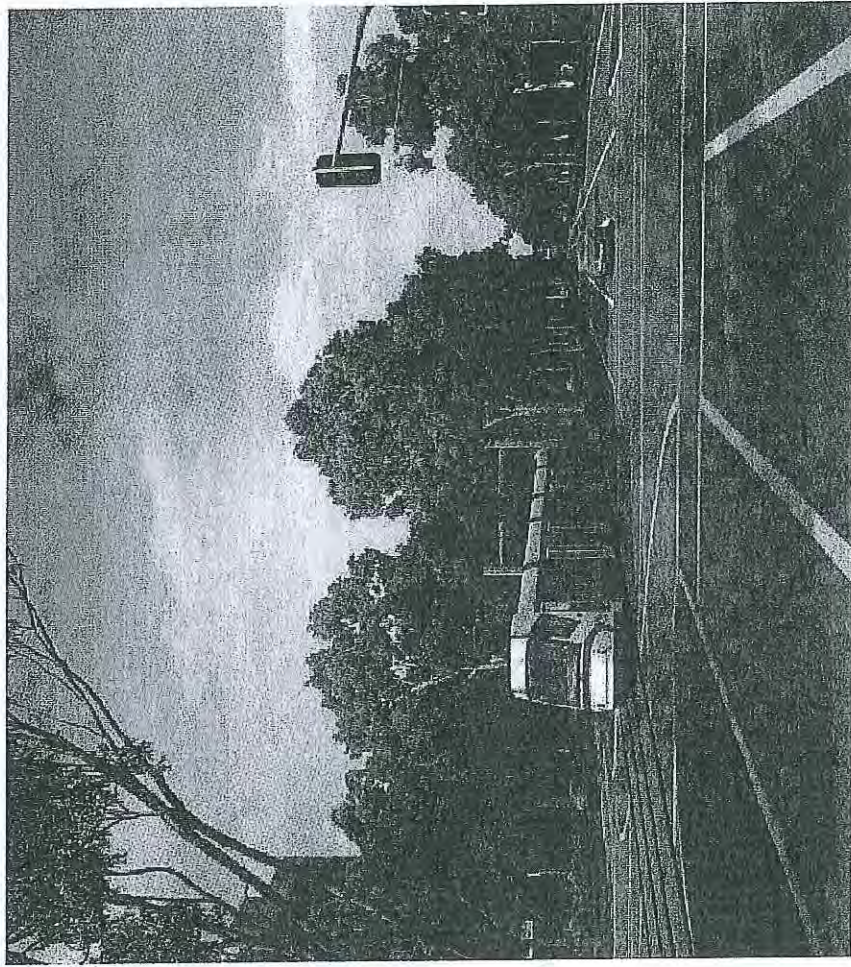
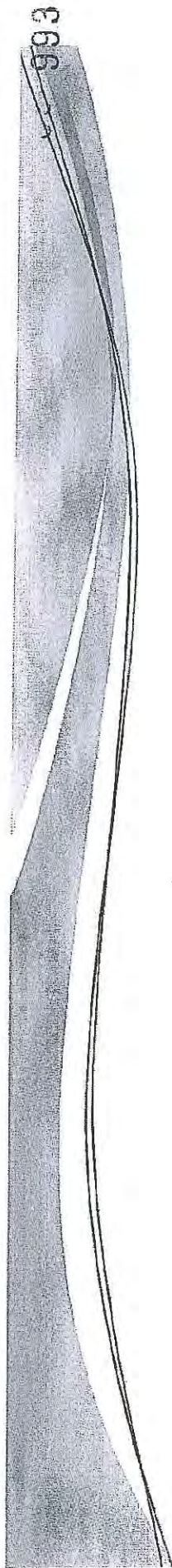


Capital Metro

- Light rail for Canberra
- Transformative project
- Major undertaking for ACT Government
- Significant city benefits

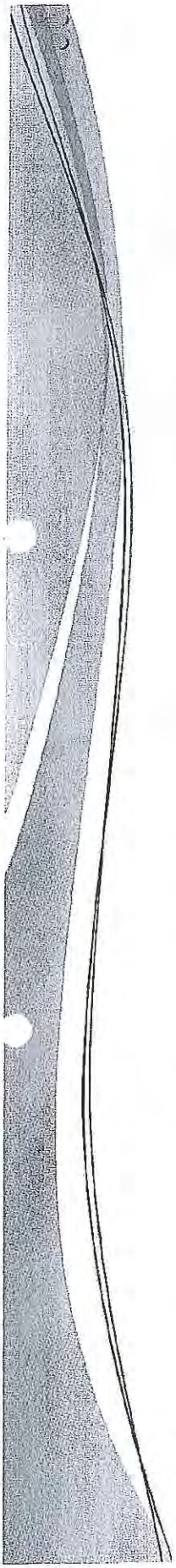




Government Commitment

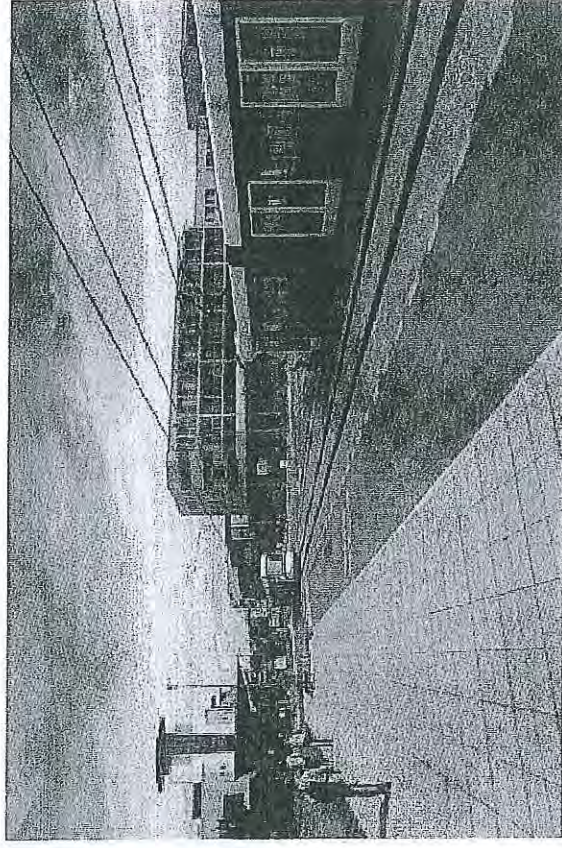
- Build light rail from City to Gungahlin
- Target date for work to be underway on network infrastructure by 2016
- 2013-14 ACT Budget funding of \$18.7m
- Establish Capital Metro Agency





Project Outcomes

- Greater density along major activity corridor
- Increasing the transport capacity of existing corridors
- Promoting economic productivity
- Promoting greater sustainability
- Part of a broader network
- Supports cross-government city-building initiatives
- Economically efficient



Governance

Capital Metro Cabinet Sub-Committee

Minister for the Environment and
Sustainable Development
Simon Corbell MLA

Project board with independent chair

Capital Metro Agency

Project Director

Governance
and Operations

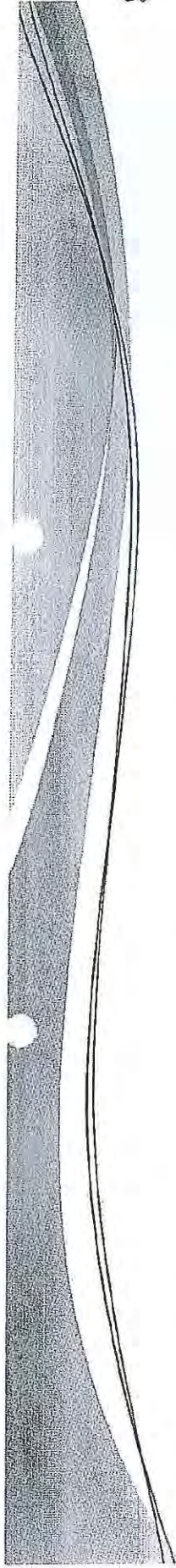
Economics and
Finance

Stakeholder
Engagement and
Communication

Planning and
Design

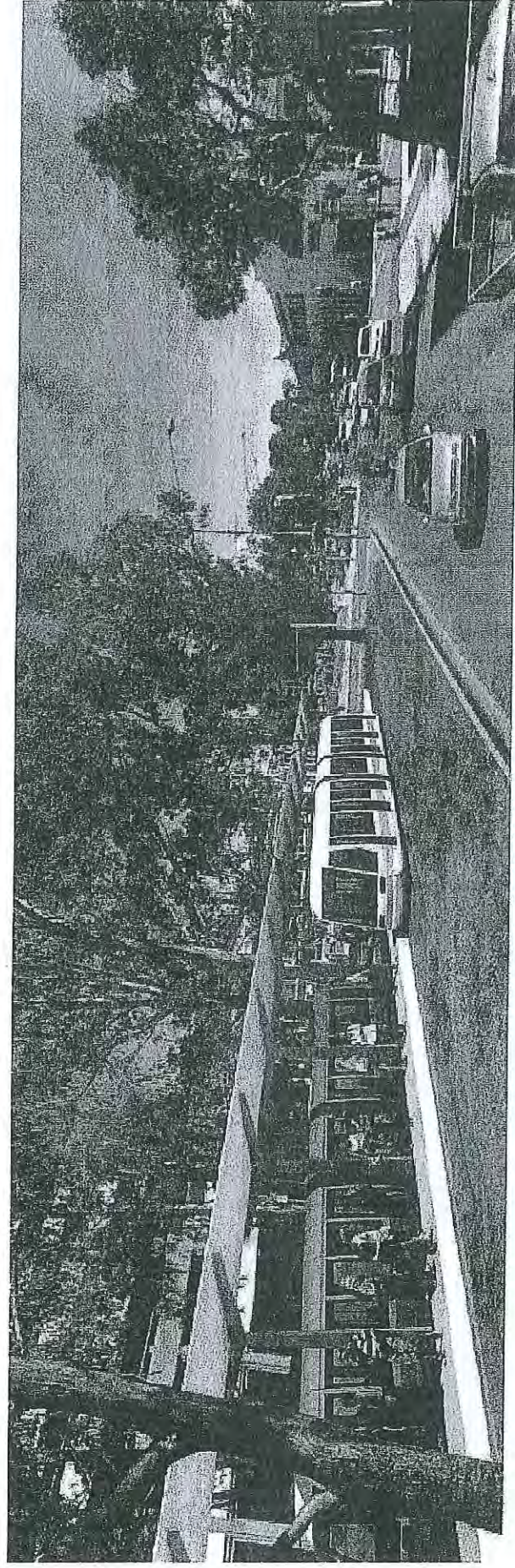
Procurement
and Delivery

Customer
Experience and
Operations



Capital Metro Agency

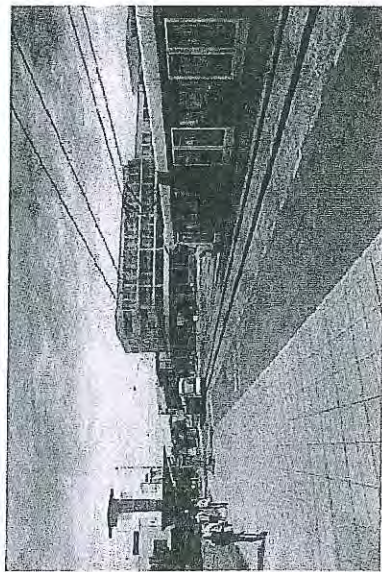
- Continue the design and to procure and deliver the Territory's first light rail service
- Work closely with ACT Government Directorates on planning, design and delivery

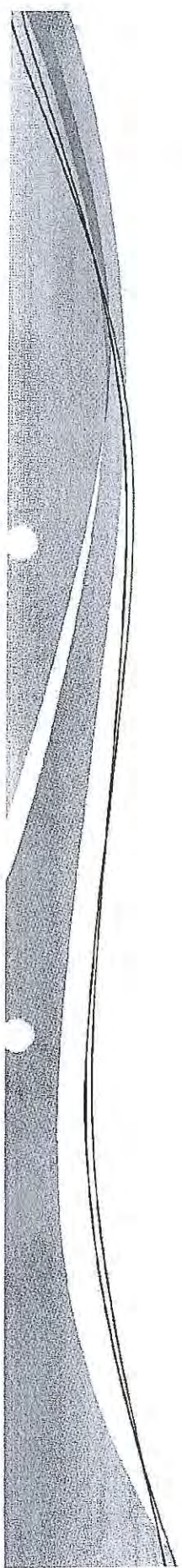




Light Rail Integration Study

- A range of studies has already been undertaken into the Gungahlin to City transit corridor
- An initial engineering and economic analysis has been completed
- The Light Rail Integration Study is being undertaken to identify and assess options for integrating the Gungahlin to City LRT into Canberra's overall transport system
- Consultation program launched by Minister on 25 September and it will run until 15 November 2013





[REDACTED]

From: [REDACTED]
Sent: Wednesday, 9 October 2013 4:12 PM
To: [REDACTED]
Cc: [REDACTED]
Subject: PPT Presentation for tomorrow
Attachments: 3002353 Stakeholder Engagement Meeting - 10 October 2013 (low-res).pptx

Hi [REDACTED]

Please find attached my PowerPoint presentation for tomorrow. It will just be a very brief overview of the project, quick discussions of the LRT stops and integration diagrams, and details about the upcoming information sessions.

Regards,

[REDACTED]
SMEC Australia
Suite 2, Level 1, 243 Northbourne Avenue, Lyneham, ACT, 2602, Australia

[REDACTED] | www.smec.com | [LinkedIn](#)

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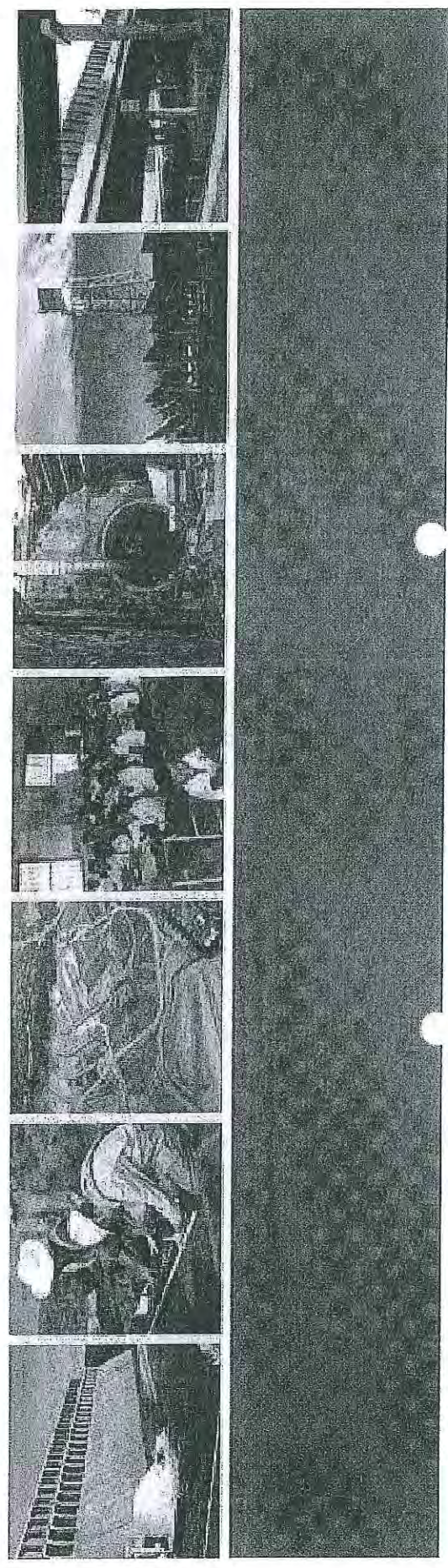
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Capital Metro Light Rail Integration Study

Stakeholder Engagement Meeting

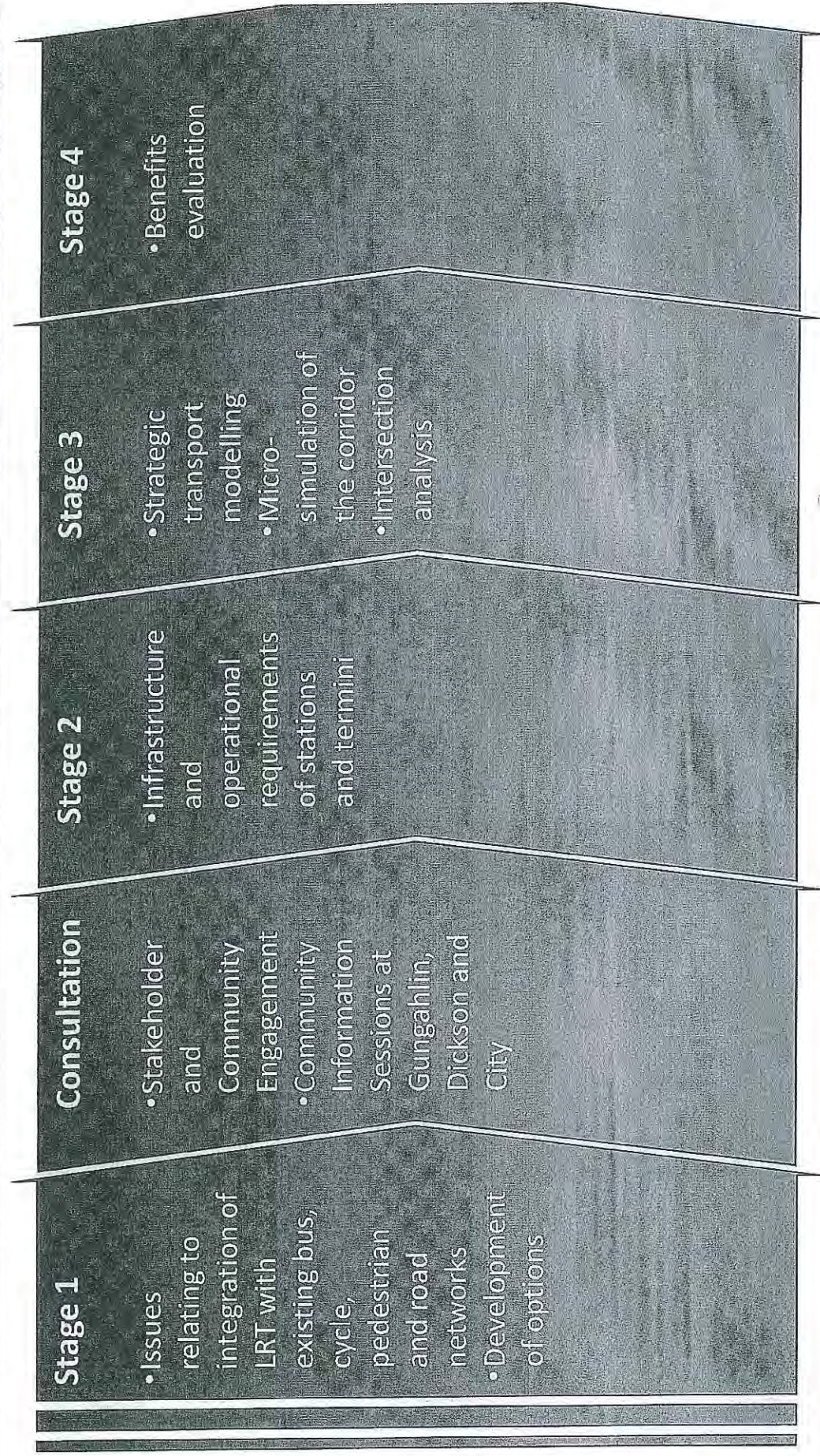
10 October 2013



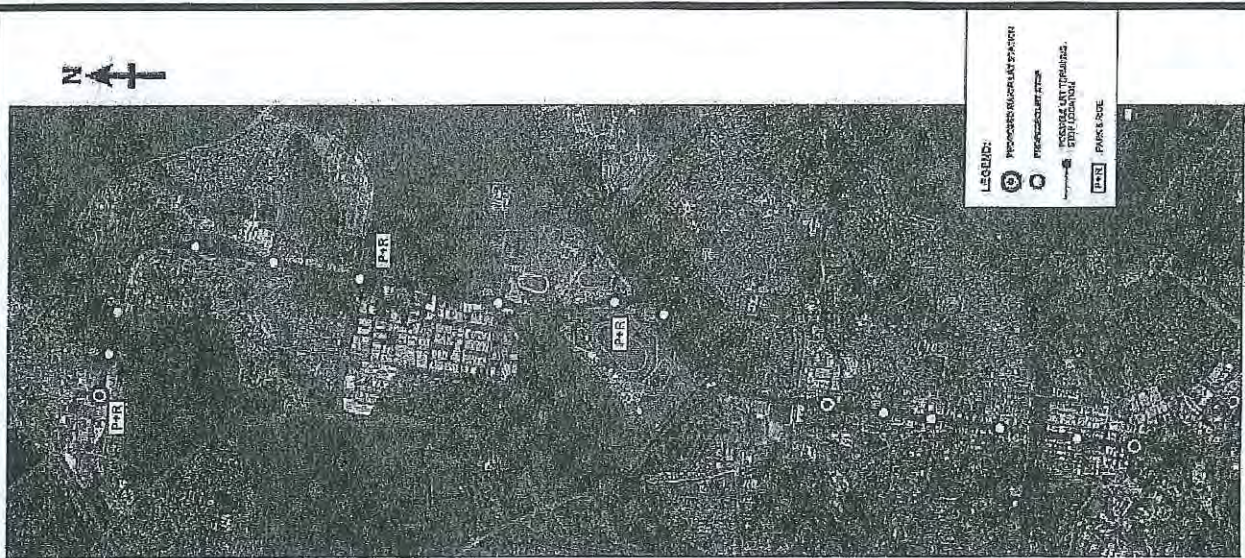
Objectives

- Explore options for the integration of the Gungahlin to City light rail corridor into Canberra's PT network and surrounding urban context
- Establish transport planning parameters for the integration of light rail into Canberra's PT network on completion of construction and provide the basis for further detailed work
- Identify the pedestrian and cycle path network to support light rail stops and stations

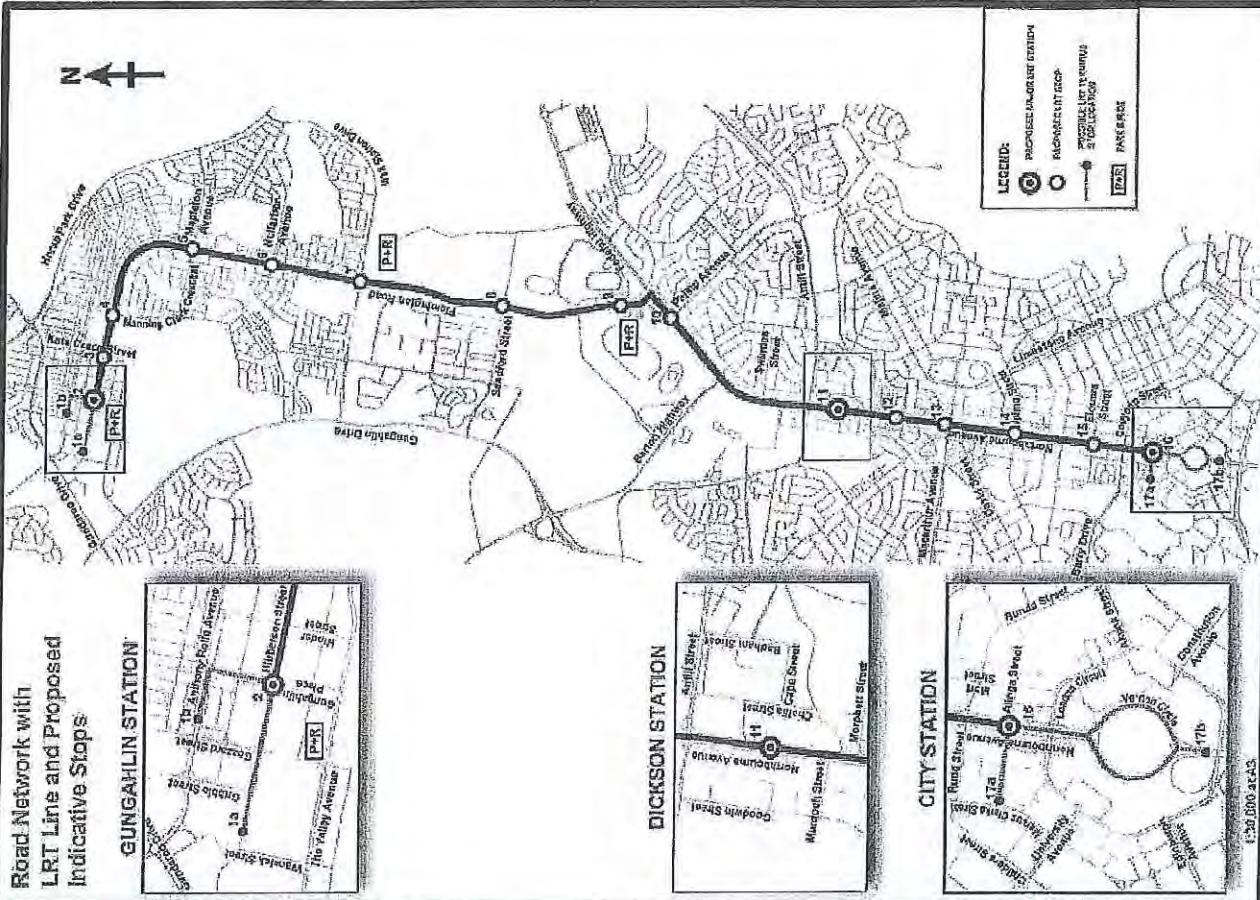
Study Process Flow Overview



Study Area with LRT Line and Indicative Stops



Road Network with LRT Line and Proposed Indicative Stops



[illegible]

1001

[illegible]

1,20,000 HRS



Community Information Sessions

- **Civic Bus Interchange (near Platforms 3 and 4)**
Thursday, 24 October 2013
11:30am – 2:30am
- **Gungahlin Marketplace (outside Big W)**
Friday, 25 October 2013
4:00pm – 7:00pm
- **Dickson Library**
Saturday, 26 October 2013
10:00am – 1:00pm

[REDACTED]

From: [REDACTED]
Sent: Tuesday, 8 October 2013 5:17 PM
To: [REDACTED]
Cc: [REDACTED]
Subject: Stage 2 Queries

Hi [REDACTED]

A couple of queries from MRCagney:

- Are there any proposals (short or long term) to upgrade Flemington Road in any form between Federal Highway and Well Station Drive? If so, can we obtain any plans associated with the upgrade?
- We would like to identify all relevant services on the station concept plans so that they can be avoided (if possible) or identified for relocation. Are you able to provide this information?

Regards,

[REDACTED]
SMEC Australia
Suite 2, Level 1, 243 Northbourne Avenue, Lyneham, ACT, 2602, Australia

[REDACTED] | www.smec.com | [LinkedIn](#)

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Capital Metro Light Rail Integration Study
Fortnightly Progress Report
 4 October 2013

To: [REDACTED] CMA
 [REDACTED] SSP

From: [REDACTED], SMEC

1. Tasks undertaken by the project team during the past two weeks

- Undertook detailed site inspections (by MRCagney), prior to concept design of stops
- Commenced research into LRT stop design standards
- Variation Request 02 approved on 23 September 2013
- Variation 1:
 - ✓ Received BAU dwelling and population forecasts from EDD (by suburb)
 - ✓ Developed priority areas for distributing project case land use
 - ✓ Distributed project case land use to priority areas (to be submitted to CMA for review soon)
 - ✓ Submitted updated maximum yield (capacity) calculations to CMA. No feedback was received.
- Variation 2:
 - ✓ Received population and dwelling data from ESDD (meshblock)
 - ✓ Received workplace data from ESDD (DZN)
 - ✓ Developed preliminary zone boundaries and submitted them to CMA for review (also submitted new zones overlaid on existing zones, meshblocks and territory plan). No feedback yet.
- Attended project management meeting on 25 September 2013. Attendees are as follows:
 - ✓ [REDACTED] (CMA)
 - ✓ [REDACTED] (EDD)
 - ✓ [REDACTED] (SSP)
 - ✓ [REDACTED] (Talkforce)
 - ✓ [REDACTED] (SMEC)
 - ✓ [REDACTED] (SMEC)
- Consultation:
 - ✓ Finalisation of consultation material
 - ✓ Sent out invitation letters for the stakeholder engagement meeting on 10 October 2013
 - ✓ Review of first responses to online survey
 - ✓ Collation and boxing of 31,000 fact sheets for Australia Post mail out
 - ✓ Delivery of 31,000 fact sheets to Australia Post for mail out
 - ✓ Submission of advertisement artwork to The Chronicle
 - ✓ Follow up with all stakeholders who have not RSVP'd for the stakeholder engagement meeting



- ✓ Preparation for the stakeholder engagement meeting
- ✓ Review of poster proofs including visit to the printers to look at additional options
- ✓ Booking of poster display boards for Community Information Sessions on 24, 25, and 26 October

2. Tasks to be undertaken in the next two weeks

- Continue tasks associated with Variations 01 and 02
- Attend project management meeting on 10 October 2013
- Attend and facilitate Stakeholder Engagement Meeting on 10 October 2013
- Continue preparations for the Community Information Session
- Revise the project program and submit to SSP/CMA

3. Information required from CMA/other government agencies

- Nil

4. Outstanding issues to be resolved

- Nil

5. Current Project Status: Delayed, based on the most recent approved project program revision (14 April 2013). Program has been updated and submitted on 11 September 2013 but will be revised and re-submitted again in light of CMA's comments on the program.



ACT
Government

Capital Metro Agency

1014

**CAPITAL METRO LIGHT RAIL INTEGRATION STUDY:
STAKEHOLDER ENGAGEMENT MEETING**

10 OCTOBER 2013

4PM-6PM

DRAFT AGENDA

4.00pm – 4.05pm: Welcome and Introductions: Facilitator

4.05pm – 4.15pm: Background to Capital Metro project, its aims and objectives,
and the Light Rail Integration Study – [REDACTED]
[REDACTED]

4.15pm – 4.30pm: Presentation on CMLRIS Project to date: [REDACTED]
[REDACTED]

4.30pm-4.40pm: Questions invited from participants about the presentation and
project generally: Facilitator

4.40pm – 6.00pm: Facilitated discussion: All

1. Proposed stop locations – including possible LRT terminus/stop locations (thoughts on placement, preferences between possible stop locations)
2. Integration with other modes of transport – pedestrian, cycling, roads and buses (what facilities should be provided, are certain stops suited to integration with specific modes such as Park and Ride)
3. Station amenities
4. General discussion/comments



ACT
Government

Capital Metro Agency

1015

Attendees (as at 1 October):

Name	Organisation
	Capital Metro Agency
	Capital Metro Agency
	SMEC
	SMEC
	Talkforce Media
	MR Cagney
	Living Streets Canberra (formerly Pedestrian Forum)
	Canberra Business Council CEO
	CEO Canberra CBD Ltd
	Chair Canberra CBD Ltd
	Chair ACT Light Rail
	Development Manager Vinta Group
	Vinta Group
	Heart Foundation ACT (Active Living Program)
	Engineers Australia (ACT)
	Engineers Australia (ACT)
	Canberra Loves 40%
	Canberra Loves 40%

Apologies:



Bicycle Advisory Group Member

From: [REDACTED]
Sent: Wednesday, 8 January 2014 11:12 AM
To: [REDACTED]
Subject: FW: CMLRIS - Variation 2 - Draft Zone Layout
Attachments: Zone-Capital_Metro_with Old_Zonesa.pdf

From: [REDACTED]
Sent: Tuesday, 1 October 2013 2:57 PM
To: [REDACTED]
Subject: RE: CMLRIS - Variation 2 - Draft Zone Layout

[REDACTED]

Proposed zones over existing zones.

Cheers,

[REDACTED]
SMEC Australia Pty Ltd
[REDACTED]

From: [REDACTED]
Sent: Tuesday, 1 October 2013 9:19 AM
To: [REDACTED]
Cc: [REDACTED]
Subject: FW: CMLRIS - Variation 2 - Draft Zone Layout

Hi [REDACTED]
Please provide the following:

1. Proposed zoning overlaid on existing zoning
2. Proposed zoning overlaid on meshblocks

My first impression is that there are still zones which are too big in Acton, Ainslie, Dickson, Downer, Lyneham, Mitchell, Kenny, Harrison & Throsby.

Thank you
[REDACTED]

[REDACTED] - for your info/comment

From: [REDACTED]
Sent: Friday, 27 September 2013 5:42 PM
To: [REDACTED]
Subject: CMLRIS - Variation 2 - Draft Zone Layout

[REDACTED]

Attached is the draft zone layout for your review. It is in pdf format at the moment but we can supply it in shapefile if that is more convenient.

The zone numbers are also draft and there are a couple of issues that have yet to be dealt with (zones 80, 883, 221, 177 and 910).

I'm still working on the land use scenarios and will have those to you on Tuesday.

Cheers,

SMEC Australia Pty Ltd

Suite 2, Level 1, 243 Northbourne Avenue, Lyneham, ACT, 2602, Australia

| www.smec.com | [LinkedIn](#)

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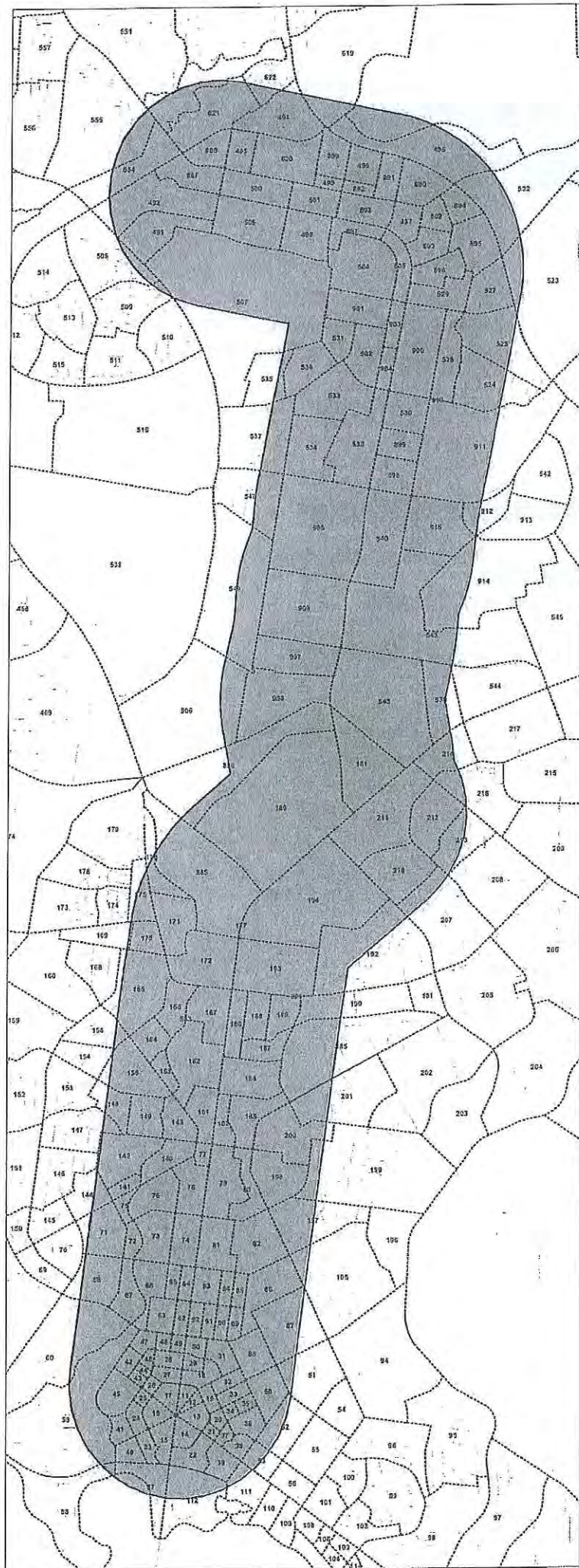
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[REDACTED]

From: [REDACTED]
Sent: Thursday, 26 September 2013 4:39 PM
To: [REDACTED]
Cc: [REDACTED]
Subject: Maximum Land Use Development

[REDACTED]

Attached is the land use calculations referring to the "Assumptions" sheet. The "Precinct Assumptions" sheet is used for the blocks covered by precinct codes and overrides the general assumptions.

I am aiming to have the three land use scenarios distributed across the blocks to you tomorrow.

Cheers,

[REDACTED]
SMEC Australia Pty Ltd
Suite 2, Level 1, 243 Northbourne Avenue, Lyneham, ACT, 2602, Australia

[REDACTED] | www.smec.com | [LinkedIn](#)

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From: [REDACTED]
Sent: Thursday, 26 September 2013 4:30 PM
To: [REDACTED]
Subject: FW: Dwelling Occupation Forecasts.
Attachments: Land release Prog with Corridor Highlighted.xls; All ACT FORECAST DWELLING OCCUPATIONS - June 2013.xlsx

Land release info from Jamie's group.

Cheers,

SMEC Australia Pty Ltd

From: [REDACTED]
Sent: Wednesday, 25 September 2013 9:25 AM
To: [REDACTED]
Cc: [REDACTED]
Subject: Dwelling Occupation Forecasts.

Apologies for the delay.

I attach the 4 year land release program with the corridor releases highlighted in yellow. Unfortunately they aren't block and section specific – I thought they were.

The other file is the more forward looking dwelling occupations forecasts for the corridor using the BAU case.

Cheers

Land Release | Economic Development Directorate | ACT Government
 TransAct House | GPO Box 158 Canberra ACT 2601 | www.edd.act.gov.au

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[REDACTED]

From: [REDACTED]
Sent: Thursday, 26 September 2013 4:51 PM
To: [REDACTED]
Cc: [REDACTED]
Subject: RE: CMLRIS - Variation 2

Hi [REDACTED]

The hourly rates used in the two variation requests are in accordance with the agreed rates in the contract.

We're still in the process of revising the program. I'll send you the revised one with the updated completion date once we're done with the revisions.

Regards,

[REDACTED]
SMEC Australia
[REDACTED]

From: [REDACTED]
Sent: Thursday, 26 September 2013 2:32 PM
To: [REDACTED]
Cc: [REDACTED]
Subject: RE: CMLRIS - Variation 2

[REDACTED]
Can you please confirm that the items priced in the two variations are in accordance with the agreed contract rates. Also, please let me know the final agreed completion date as the revised program.
Thanks [REDACTED]

From: [REDACTED]
Sent: Monday, 23 September 2013 5:04 PM
To: [REDACTED]
Cc: [REDACTED]
Subject: RE: CMLRIS - Variation 2

Hi [REDACTED]
Sorry I forgot the attachment.
Please forward the paperwork for the variations to us so we can formalise.
Thank you
[REDACTED]

From: [REDACTED]
Sent: Monday, 23 September 2013 5:00 PM
To: [REDACTED]
Cc: [REDACTED]
Subject: RE: CMLRIS - Variation 2

Hi [REDACTED]
Please proceed with this variation.
Thank you
[REDACTED]

From: [REDACTED]
Sent: Monday, 23 September 2013 4:47 PM
To: [REDACTED]
Cc: [REDACTED]
Subject: FW: CMLRIS - Variation 2

1059

[REDACTED]

Based on a discussion with [REDACTED] earlier this afternoon, we have revised Variation Request 2 (attached).

On the phone, I told [REDACTED] that the completion date (based on his changes) would be 22 October. However, there was a typo in the original request and the completion date is now expected to be 24 October.

Regards,

[REDACTED]
SMEC Australia Pty Ltd
[REDACTED]

From: [REDACTED]
Sent: Friday, 20 September 2013 6:27 PM
To: [REDACTED]
Cc: [REDACTED]
Subject: CMLRIS - Variation 2

[REDACTED]

Attached is Variation Request 02 which covers the work requested by Derek to update the zone layout and associated land use in the CSTM for the LRT corridor.

Regards,

[REDACTED]
SMEC Australia Pty Ltd
Suite 2, Level 1, 243 Northbourne Avenue, Lyneham, ACT, 2602, Australia
[REDACTED] | www.smec.com | [LinkedIn](#)

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**Simon Corbell MLA**

ATTORNEY-GENERAL
MINISTER FOR THE ENVIRONMENT AND SUSTAINABLE DEVELOPMENT
MINISTER FOR POLICE AND EMERGENCY SERVICES
MINISTER FOR WORKPLACE SAFETY AND INDUSTRIAL RELATIONS

MEMBER FOR MCOLONGLO

MEDIA RELEASE**CANBERRANS CAN HAVE THEIR SAY
ON LIGHT RAIL DESIGN**

The ACT Government is seeking public input to an important preliminary design study for the Capital Metro light rail project, Minister for the Environment and Sustainable Development, Simon Corbell, announced today.

Mr Corbell said the Light Rail Integration Study would look at issues associated with integrating the light rail corridor from Gungahlin to the City with the broader public transport network, as well as the requirements of intermodal stations and stops along the route.

"The Light Rail Integration Study is an essential piece of work that will inform the detailed design of the Capital Metro Project," he said.

"It is part of the suite of preliminary design studies that are now being undertaken as a priority for the new Capital Metro Agency."

The first stage of the Light Rail Integration Study will identify and evaluate options for:

- Integrating light rail with the ACTION bus network, and the pedestrian and bicycle path networks;
- Bike and ride locations, kiss and ride locations (drop off points) and park and ride locations; and
- Preferred light rail stop locations to optimise accessibility and integration.

"The Capital Metro Agency wants to understand what the community thinks about a range of issues, including potential locations for light rail stops, the amenities people would like to see at the stops, and whether people would prefer to park their bicycle at the stops or take them with them on the light rail vehicle," Mr Corbell said.

Public information sessions will be held at Gungahlin Town Centre, Dickson and in the City. Details of these sessions will be advertised in the *Canberra Times*, *The Chronicle* and on the Capital Metro Agency's website.

A fact sheet will also be delivered to residents' letterboxes in all suburbs along the City to Gungahlin route.

People can complete an online survey, and find out more about the consultation, by visiting the Capital Metro Agency's website www.capitalmetro.act.gov.au.

Consultation closes on 15 November 2013.

Statement ends: Wednesday, 25 September 2013.

Media contact: Taryn Bevege 6205 0434 (w) 0481 004 015 (m) taryn.bevege@act.gov.au

ACT Legislative Assembly



From: [REDACTED]
Sent: Tuesday, 24 September 2013 5:40 PM
To: [REDACTED]
Subject: Fortnightly Progress Report 11 (20-09-2013) - Capital Metro Light Rail Integration Study

Hi [REDACTED],

Please find attached the Capital Metro Light Rail Integration Study progress report for the period 9-09-2013 to 20-09-2013.

Regards,

[REDACTED]
SMEC Australia
Suite 2, Level 1, 243 Northbourne Avenue, Lyneham, ACT, 2602, Australia
[REDACTED] www.smec.com | [LinkedIn](#)

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Capital Metro Light Rail Integration Study
Fortnightly Progress Report
 20 September 2013

To: [REDACTED], CMA
 [REDACTED] SSP

From: [REDACTED], SMEC

1. Tasks undertaken by the project team during the past two weeks

- Developed maximum potential development of blocks, based on Territory Plan and precinct code restrictions (slightly late due to restructuring of the calculation sheet)
- Submitted revised project program to CMA on 11 September 2013. Received comments from CMA including advice that Stage 4 of the study needs to be completed by Christmas 2013. This is still being discussed internally whether this is possible or not, especially with the additional work on the land use updates (Var 01) and the re-structuring of the TAZ (Var 02) once it is approved.
- Attended project management meeting on 11 September 2013. Attendees are as follows:
 - ✓ [REDACTED] (CMA)
 - ✓ [REDACTED] (EDD)
 - ✓ [REDACTED] (EDD)
 - ✓ [REDACTED] (EDD)
 - ✓ [REDACTED] (ESDD)
 - ✓ [REDACTED] (ESDD)
 - ✓ [REDACTED] (SSP)
 - ✓ [REDACTED] (Talkforce)
 - ✓ [REDACTED] (SMEC)
 - ✓ [REDACTED] (SMEC)
- Agreed on three land use scenario totals (from ESDD, EDD, CMA) and later received advice from CMA (on 20 September 2013) re: the final land use scenarios
- Aggregated blocks to TAZ (ahead of schedule; will be used later to aggregate land use)
- Met with EDD [REDACTED] on 20 September 2013 to discuss distribution of increased development. Final data to be provided by EDD to SMEC.
- Liaised with ACT Publishing to finalise public consultation material. Confirmed spaces/venues for Community Information Sessions.
- Liaised with CMA to finalise invite letter to stakeholder engagement session. Viewed space/venue for stakeholder engagement consultation session.
- Finalised suburbs for delivery of fact sheets. Booked ad and Australia Post delivery.
- No further updates made on Stage 1 Technical Note pending the updated land use data and modelling outcomes.



- Commenced review of LRT stop and station design specifications, prior to developing standard designs
- Submitted Variation Request 02 on 20 September 2013 to SSP/CMA for review and approval

2. Tasks to be undertaken in the next two weeks

- Continue tasks associated with Variation 01
- Commence tasks associated with Variation 02 once the variation request is approved
- Send out invitations to the stakeholder consultation session
- Continue preparations for the Community Information Session
- Revise the project program and submit to SSP/CMA
- Attend project management meeting on 25 September 2013

3. Information required from CMA/other government agencies

- Nil

4. Outstanding issues to be resolved

- Nil

5. Current Project Status: Delayed, based on the most recent approved project program revision (14 April 2013). Program has been updated and submitted on 11 September 2013 but will be revised and re-submitted again in light of CMA's comments on the program.

[REDACTED]

From: [REDACTED]
Sent: Tuesday, 24 September 2013 12:27 PM
To: [REDACTED]
Subject: RE: CMLRIS - Variation 2

[REDACTED]
I will organise the Minute for variation to formalise the two variations by Thursday, please.

Regards [REDACTED]

From: [REDACTED]
Sent: Monday, 23 September 2013 5:04 PM
To: [REDACTED]
Cc: [REDACTED]
Subject: RE: CMLRIS - Variation 2

Hi [REDACTED]
Sorry I forgot the attachment.
Please forward the paperwork for the variations to us so we can formalise.
Thank you
[REDACTED]

From: [REDACTED]
Sent: Monday, 23 September 2013 5:00 PM
To: [REDACTED]
Cc: [REDACTED]
Subject: RE: CMLRIS - Variation 2

Hi [REDACTED]
Please proceed with this variation.
Thank you
[REDACTED]

From: [REDACTED]
Sent: Monday, 23 September 2013 4:47 PM
To: [REDACTED]
Cc: [REDACTED]
Subject: FW: CMLRIS - Variation 2

[REDACTED]
Based on a discussion with [REDACTED] earlier this afternoon, we have revised Variation Request 2 (attached).

On the phone, I told [REDACTED] that the completion date (based on his changes) would be 22 October. However, there was a typo in the original request and the completion date is now expected to be 24 October.

Regards,

[REDACTED]
SMEC Australia Pty Ltd
[REDACTED]

From: [REDACTED]
Sent: Friday, 20 September 2013 6:27 PM
To: [REDACTED]

Cc: [REDACTED]
Subject: CMLRIS - Variation 2

1071

[REDACTED]

Attached is Variation Request 02 which covers the work requested by [REDACTED] to update the zone layout and associated land use in the CSTM for the LRT corridor.

Regards,

[REDACTED]
SMEC Australia Pty Ltd
Suite 2, Level 1, 243 Northbourne Avenue, Lyneham, ACT, 2602, Australia

[REDACTED] | www.smec.com | [LinkedIn](#)

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[REDACTED]

From: [REDACTED]
Sent: Thursday, 19 September 2013 4:08 PM
To: [REDACTED]
Cc: [REDACTED]
Subject: Light Rail Integration Study - Fact sheet

Hi [REDACTED]
This is the final layout for the fact sheet.
This will be the key document going on the website and also for the letterboxing.
Thank you
[REDACTED]

From: [REDACTED]
Sent: Thursday, 19 September 2013 3:58 PM
To: [REDACTED]
Subject: FW: Fact sheet

And the new improved fact sheet

From: [REDACTED]
Sent: Thursday, 19 September 2013 3:54 PM
To: [REDACTED]
Subject: Fact sheet

[REDACTED]

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[REDACTED]

From: [REDACTED]
Sent: Wednesday, 18 September 2013 2:19 PM
To: [REDACTED]
Cc:
Subject: Gungahlin Strategic Assessment

Hi [REDACTED]
As discussed you will need to take this Strategic Assessment into account in determining maximum development potential in Gungahlin.
Thank you
[REDACTED]

From: [REDACTED]
Sent: Tuesday, 17 September 2013 10:30 AM
To: [REDACTED]
Cc: [REDACTED]
Subject: Updating of EMME Zones

Hi [REDACTED]

Please provide a cost for updating the EMME zones in the City to Gungahlin Corridor, including any associated necessary works.

Please include updating the ESDD Land Use Compendium to reflect the zoning changes.

ESDD will provide the background info/data necessary for updating the Land Use Compendium.

Please provide a proposed methodology for updating the zoning, a proposed programme and cost by the end of this week.

Thank you

From: [REDACTED]
Sent: Tuesday, 10 September 2013 3:26 PM
To: [REDACTED]
Cc: [REDACTED]
Subject: RE: CMLRIS - GIS works

Discussion/answers to your questions.

1. In principle, rezoning the corridor is probably a good idea.
 - a. Benefits:
 - i. Better fit with territory plan and road network (the current zones are based on very old Gungahlin structure plan works that have been superseded)
 - ii. Better distribution of land use density near the IPT corridor
 - iii. Better modelling of access to public transport stops
 - b. Potential issues:
 - i. ESDD would need to update all of their land use forecasts (I don't know how long this would take)
 - ii. There may be an impact on the model calibration
 - iii. Restructuring the matrices in EMME (not a serious issue but we still need to mention it, especially if we add zones to the corridor)
2. We have investigated possible ways to modify the model to address the boarding issues but haven't been able to find a definite way to do it. The problem exists when bus travel speeds drop below the walking speed in the model, usually caused by traffic congestion. The problem is worse using the capacity constrained transit assignment as this method increases the perceived cost on a crowded (near capacity) bus. Specific options:

a.

b.

C.

In summary, we are able to undertake the rezoning without too much trouble, providing ESDD (Transport Planning) agree to the changes and are able to update the land use forecasts for the BAU based on the new zone layouts.

With the boarding issues, the underlying issue is the fact that buses are operating at speeds lower than walking speed.

Let me know if you have any questions.

Regards,

SMEC Australia Pty Ltd

From: [REDACTED]
Sent: Tuesday, 10 September 2013 9:28 AM
To: [REDACTED]
Cc: [REDACTED]
Subject: RE: CMLRIS - GIS works

Hi [REDACTED]
 We are still awaiting a response on the queries on the CSTM.
 Thank you
 [REDACTED]

From: [REDACTED]
Sent: Friday, 30 August 2013 5:55 PM
To: [REDACTED]
Cc: [REDACTED]
Subject: RE: CMLRIS - GIS works

Hi [REDACTED]
 The scope is as follows.

1. For all Blocks in a 1km corridor either side of the proposed route:
 - a. Based on Territory Plan zoning and other restrictions/constraints, check/correct URS estimates for maximum potential residential population, employment numbers and retail GFA.
 - b. Confirm estimates with EDD/ESDD/Capital Metro.
2. For both 2021 and 2031, develop 3 land use scenarios
 - a. Using 2011 Census data
 - b. Using the ESDD Land Use Compendium data for 2021 and 2031 for Business as Usual
 - c. Assuming redirection of 50%, 65% & 80% (actual percentages to be confirmed) of total ACT urban infill housing to the 1km Corridor.
3. For all Blocks in the 1km corridor, each land use scenario will include:
 - a. Estimated residential population
 - b. Estimated employment numbers
 - c. Estimated retail GFA
 - d. Estimated educational enrolments
4. Confirm estimates with EDD/ESDD/Capital Metro.

5. Aggregate the land use scenarios to the EMME Transport Zones.
6. Identify at the suburb level the areas from which the urban infill housing and employment has been redirected.
7. Confirm with EDD/ESDD/Capital Metro.
8. Disaggregate this information to the EMME Transport Zones
9. All steps of the above process to be clearly documented in EXCEL spreadsheets
10. Complete land use scenarios to be finalised by 27 September 2013.

We require your proposal by COB 03 September 2013.

Separately SMEC will advise on:

1. The need to modify the EMME Transport Zones within the 1km corridor to:
 - a. Better reflect Territory Plan zoning
 - b. Avoid large zones which only have small portions within the 1km corridor
 - c. Avoid zones along the corridor which are large in relation to proposed LRT stop spacing
2. The need to modify the EMME PT generalised cost function, or the EMME network, or other aspect to address the issue of artificially high PT boardings in the Do Nothing case.

Please call me if you wish to discuss.

Thank you

From: [REDACTED]
Sent: Friday, 30 August 2013 3:42 PM
To: [REDACTED]
Cc: [REDACTED]
Subject: CMLRIS - GIS works

[REDACTED]

I have asked around the office and we have sufficient GIS capacity to undertake the land use works we spoke about on Wednesday.

My understanding of the tasks involved is:

- Using the Territory Plan and the Block/Section GIS data as a guide (and in liaison with EDD), develop maximum (probably unrealistic) land use forecasts for the corridor
- In liaison with EDD, determine a realistic proportion of the maximum development that is likely to occur in the study time frames (2016, 2021, 2031) for each transport zone in the corridor
- Based on EDD's reductions in growth outside the corridor (to meet the corridor growth demand), update the transport zone forecasts outside the corridor
- Update the land use in the strategic transport model for the project scenario

At the end of these tasks, we will be able to run the strategic transport model and provide updated patronage results.

If you agree that this is the appropriate method to follow, let me know and [REDACTED] and I will prepare the costing.

Regards,

[REDACTED]
SMEC Australia Pty Ltd
Suite 2, Level 1, 243 Northbourne Avenue, Lyneham, ACT, 2602, Australia

[REDACTED] | www.smec.com | [LinkedIn](#)

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From: [REDACTED]
Sent: Monday, 16 September 2013 5:13 PM
To: [REDACTED]
Cc:
Subject: CMLRIS - Maximum Land Use Potential
Attachments: Maximum Developable CMLRIS.xlsx

[REDACTED]

Please find attached our preliminary assumptions/calculations for the maximum corridor development.

[REDACTED]

Regards,

[REDACTED]
SMEC Australia Pty Ltd
Suite 2, Level 1, 243 Northbourne Avenue, Lyneham, ACT, 2602, Australia

[REDACTED] | www.smec.com | [LinkedIn](#)

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Land Use

16 Sept 13

~ 1090

General Assumption where Precincts codes don't apply

Maximum building height:

RZ1, RZ2, RZ3: 2 storeys

RZ4: 3 storeys

CZ3: 2 storeys

CZ4: 2 storeys

CZ6: 2 storeys

Industrial: 12 metres

CFZ: 2 storeys within 30m of residential zone, 4 storeys otherwise

TSZ2: 2 storeys

Plot ratio (single dwelling blocks)

RZ1: 50%

RZ2: 50%

RZ3: 65%

RZ4: 80%

CZ3: 100%

Plot ratio (Multi dwelling blocks)

RZ1: 65%

RZ2: 65%

RZ3: 65%

RZ4: 80%

Retail Space

CZ1 25% of ground floor in Civic (except Canberra Centre), 50% in other areas

CZ2 50% of ground floor

CZ3 50% of ground floor

CZ4 50% of ground floor

CZ5 No Retail

Commercial Space

CZ1 All floors except ground floor

CZ2 Floors 1, 2 and 3 (if they exist)

CZ3 Floors 1, 2 and 3 (if they exist)

CZ4 All floors except ground floor

CZ5	Ground floor only
CZ1	Floors 1 and 2 in Dickson, floors 2 and up in Gungahlin
CZ2	All floors above the 3rd floor
CZ3	All floors above the 3rd floor
CZ4	None
CZ5	All floors except ground floor

Additional Assumption from

Building Use

Number of Dwellings & Occupancy Rate

Number of Employees

From: [REDACTED]
 Sent: Monday, 16 September 2013 3:49 PM
 To: [REDACTED]
 Subject: RFT-Construction-Lump-Sum-AS2124-v16.2-Sept13
 Attachments: RFT-Construction-Lump-Sum-AS2124-v16.2-Sept13.docx

Attached below clauses used in Consultancy Contract and Construction contract RFTs completed some time ago,.

Clauses used on the consultancy contract:

- The design must facilitate an efficient delivery of traffic at speeds compatible with function and adjacent developments. This must include appropriate landscaping, drainage paths and flow retardation opportunities. Detailed design work must provide solutions for tree preservation as much as practicable, engineered fill, spoil management, staged construction, infrastructure services and sound attenuation measures where required. The overall design solutions should propose a low cost maintenance and convenient locations for services.
- Associated hydraulic and utility services. Associated future hydraulic and utility services for the site servicing of adjacent residential and commercial land uses (for example, Casey residential and Casey future Group Centre).
- Show all existing and proposed services within the road alignment and areas to be landscaped including stormwater, trunk water, trunk sewer, electricity, gas and telecommunication.
- Make provisions for future services including conduits at road crossings and allowances in the design of the open space areas for installation of future services as appropriate. This should include allowances for future installation of a trunk sewer and water main across Clarrie Hermes Drive and any other servicing requirements for the Casey 1 & 2 development works.

Services, street lights and traffic

- Provide adequate design arrangements for all existing and proposed services within the road alignment for ultimate development including stormwater, water supply, electricity, gas and telecommunications, making provision for road crossings for services.
- Identify, protect or relocate existing infrastructure services within the extent of earthworks associated with the project.
- Include street lighting and measures to mitigate any impacts on existing and future residential and commercial development.
- temporary traffic management, traffic control devices and footpath and cycle path relocation as appropriate.

Construction contract

14.05 SERVICES RELOCATIONS

The contractor shall arrange all necessary services relocations in order to undertake the works. Payment for relocation works by others shall be made against the appropriate provisional sums as provided in the Bill of quantities. All costs incurred by the contractor in arranging the service relocations shall be deemed to be included in the appropriate items in the schedule.

The Contractor shall coordinate and program the service relocations to occur at the appropriate times within the specified contract period. Services Authorities have been notified of the works. Limited depth checks have been undertaken to confirm existing service levels and from this information services requiring relocation have been identified.

Additional relocations may be required depending on actual conditions on the ground once excavation is completed. At the commencement of the project the Contractor shall pothole existing services to accurately determine the extent of relocations required.

All services to be relocated require liaison with service authorities during construction. This includes the privately owned agricultural irrigation main.

All services shall be located prior to construction commencement in the area of the service. Pegging of the ActewAGL water main at ground level will be required in order to allow sufficient protection measures during construction. Adequate temporary protection measures will be required to suit construction activities. Damage to any services due to onsite construction activities will be repaired at the contractors cost.

Services in the vicinity of the construction works include:

- ✕ Gas (Jemena);
- ✕ Street lighting (ActewAGL);
- ✕ Electrical Power Supply (ActewAGL);
- ✕ Water (ActewAGL);
- ✕ Telecommunications (Telstra and Optus); and
- ✕ Private water supply (rural lease holder).

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ACT Procurement Solutions – Clarrie Hermes Drive Extension from Barton Highway to Kelleway Avenue
Template: Version 10 of 14 July 2010

The necessary relocations / Adjustment works are further described as follows:

Hydraulic Services

Sewer

An existing sewer main is located along the northern side of the proposed road and crosses the access road for Casey subdivision north of Kelleway Avenue roundabout. This main remains unaffected by the proposed road works.

Water Supply

A 150mm diameter water main crosses the proposed alignment of Clarrie Hermes Drive approximately 80m east of Barton Highway roundabout. The segment of the main lying under the proposed pavement will be replaced with new pipe work. This is the supply line for Hall and shall be replaced due to the age and condition of the existing pipe.

A bulk supply main from Spence reservoir to Nicholls runs along the southern side of the Clarrie Hermes Drive alignment before crossing to the north of the alignment close to Kelleway Avenue. The main is 600mm diameter DICL from the Barton Highway to a point approximately 600 metres east of the highway, where it increases to 750mm-diameter DICL. A segment of the main along with the air valve chamber south of Barton highway widening may need protection to suit the design. This main then crosses the proposed Clarrie Hermes Drive alignment 300m west of Kelleway Avenue roundabout. The segment of the main crossing the road may need protection works. There are altogether 4 scour drain outlets along this main at approximate chainages MC10 – 1600, 1650, 1900 and 2750. These outlets will be modified to suit the design works, however the main pipe will not be affected by the works. Please refer to the drawing package for a long section along the trunk water main based on the design model for the stage 1 works.

There is a 375mm water main underneath the designed road alignment near the Kelleway Avenue intersection. Only one pothole could locate this service, and our design had 2m of cover at this location in the cross section. The rest of the cross section is in fill and the water main could not be located in the Casey swale. It is assumed that given the above, that this main will not be affected. Nicholls pumping station is shown in the drawings. ActewAGL Water have advised that 2x100mm water supply main conduits will be required during the construction of Casey 3 to supply 40 to 50 Nicholls houses with water. Currently an existing pumping station supplies water to houses above the head limit of Nicholls Reservoir. When Casey Stage 4 and the associated Casey Reservoir is constructed, then the above mentioned Nicholls pumping station will be decommissioned, replaced with a service from the Casey Reservoir.

The Valve station adjacent to the Barton Highway intersection is as shown in the construction drawings. This must not be impacted by the proposed road alignment and associated construction activities. Changes or relocation to these ActewAGL assets are not feasible.

Private Water Supply

The long term private lease holder of Block 583 has an existing rural water supply conduit which crosses the proposed Road Alignment to supply a stock trough in the Hard Court Hill adjacent paddock. As part of the works, this trough will be relocated and the 80mm diameter PVC supply main will be located onsite and replaced.

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ACT Procurement Solutions – Clarrie Hermes Drive Extension from Barton Highway to Kelleway Avenue
Template: Version 10 of 14 July 2010

Other Services

Communication Services

Melbourne to Sydney coaxial and fibre optic cables run along the eastern side of Barton highway in a shared trench with the major Gas service. From the potholes completed as part of the design package, cover over this shared trench is 2.6m minimum and is not expected to be an issue.

Three 100 mm diameter Telstra copper cables in conduits also cross the proposed alignment in the same vicinity. The northern most crossing at chainage 1350 has been laid virtually at natural surface level and will need to be lowered as part of the works. The middle cable at chainage 1300 has 2m of cover underneath the proposed road, however will require localised lowering in the swale. The southern most Telstra line at chainage 1100, closest to the Barton Highway has 1.6m cover underneath the road and is not anticipated to require relocation.

An Optus optic fibre cable crosses the proposed alignment of Kuringa Drive, however this service has not been potholed, as all of the Kuringa Drive works are within the existing median of Kuringa Drive. The cable crosses the Kuringa Drive concrete open channel and as such would be significantly deeper than any pavement median works.

Gas

A minor gas main (50 mm diameter) is also located along the western verge of the Barton Highway turning towards Kuringa Avenue. Potholing of this service has indicated that it is not underneath the proposed road pavement. As such it will not require protection, however it will need to be considered by the construction team, particularly when erecting street light columns. This main has been laid close to the natural surface level in some areas and existing cover is as low as 100mm. The design will provide a minimum cover of 500mm.

A larger gas main (160 mm PE) crosses the proposed Clarrie Hermes Drive 130m north of the Barton highway intersection. Cover on this pipe is no less than 2.6m to the top of pavement level, several potholes were taken along this Telstra/Gas shared trench as part of the design package.

Another 160mm diameter PE gas main crosses existing Clarrie Hermes Drive east of Kelleway Avenue roundabout. This main will remain unaffected by the proposed road works.

Street Lighting

Streetlight modification to the existing road network will be required to suit the reconfiguration of the existing intersections. Modification is also anticipated at the Barton highway intersections where the new works tie into the existing pavement.

Relocations necessary for the works cannot generally be undertaken until the main civil contract has commenced else sections of road will be left with substandard lighting.

It is intended that the new design shall utilise existing conduits underneath the Barton Highway to minimise impact to traffic during construction.

Refer to the drawing package for more details.

Electricity

A 132kW overhead transmission line, as shown in, extends from Kelleway Avenue to the Barton Highway, following the corridor alignment from chainage 2000 near Kinlyside to chainage 2900 at the Kelleway Av roundabout. Concrete poles are used to support the transmission cables at the eastern

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ACT Procurement Solutions – Clarrie Hermes Drive Extension from Barton Highway to Kelleway Avenue
Template: Version 10 of 14 July 2010

end and steel towers are used in the rural area towards the northwest. This overhead transmission line crosses the proposed alignment alternatives at approximate chainages MC10 2150 and 2750. A vertical height clearance of 9m is required at these crossings. These structures will also restrict excavation depths in the immediate vicinity due to foundation stability requirements.

Low voltage power lines also exist across the proposed Clarrie Hermes Drive adjacent to the Barton Highway intersection at chainage 1075. The existing poles are not considered a problem for the proposed road alignment. ActewAGL have advised that all LV pole heights are 12.5m high and there is a minimum clearance requirement of 6.7m. Allowing for up to 2m of cable draping, the clearance between the road and the wires is still in excess of 10m.

Summary of Relocations

A summary of the above service relocations is described below.

Full relocations include:

- 150mm Hall water supply adjacent to Barton Highway underneath Clarrie Hermes Drive
- Relocation of trough and the associated 80mm diameter PVC supply main will be located onsite and replaced.

Lowering of services include:

- Telstra copper cable at chainage 1350 will need to be dropped underneath the works
- Telstra copper cable at chainage 1300 will need to be locally dropped underneath the swale

Other minor changes:

- Realign scours for trunk water main into new swales.



ACT
Government

Shared Services Procurement

Guideline

for

Production of Tenders and Contracts for Construction Projects

Using

AS2124-1992 General conditions of contract

Draft Version No.	Dated
Final	Dated
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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

[INSERT] ("Works")

NT 02 DESCRIPTION OF THE SITE

[INSERT] ("Site")

NT 03 SITE VISIT

Unauthorised access to the Site is not permitted. A Tenderer must make arrangements to visit the Site with the Contact Officer nominated in Section CT 1.4.

and/or

A (compulsory) Site meeting for Tenderers has been arranged. Refer to Section CT 1.5. for details.

and/or

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

The documents listed below are furnished for the convenience of the Tenderer and are available for inspection at [LOCATION] and within the following times [TIMES].

[LIST]

The information in the documents is not guaranteed and any tender submitted must be based on the Tenderer's own investigations and determinations. The documents do not, nor are they intended to, create any legal obligation or form part of any contract.

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 NOT USED

NT 15 SHARED SERVICES PROCUREMENT WEBSITE AND INDUSTRY DEVELOPMENT

The Australian and New Zealand Government Procurement Agreement (ANZGPA) and Australia United States Free Trade Agreement AUSFTA 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 New Zealand and United States' suppliers to Territory government contracts and not discriminating against any New Zealand or United States supplier.

Tenderers are encouraged to use the free services of the Shared Services Procurement website - www.procurement.act.gov.au - to assist in identifying local sources of goods and services, and, where appropriate, to assist in forming consortia.

Tenderers are encouraged to recommend the services of Shared Services Procurement website to subcontractors and suppliers.

The ACT Government does not warrant the performance of any supplier that might be listed on the Shared Services Procurement website. All responsibility in the selection of any supplier listed on the Shared Services Procurement website shall rest with the Tenderer.

For specific requirements, or where reference to the Shared Services 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 16 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 17 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.

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, 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 [.....]. The Contact Officer may be contacted by telephone on [.....] fax on [.....] or e-mail at [.....]. All requests for information and advice must be referred to the Contact Officer.

1.04.2 The Principal is not liable for any verbal advice or information from 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 without disclosing the source of the request for information or revealing a Tenderer's confidential information.

1.04.4 Tenderers must not contact or attempt to contact any other officer of the Principal other than the Contact Officer. 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

The Tenderer must attend the pre-tender meeting and Site inspection. This will be held at [.....] on [.....]. The attendance of the Tenderer is mandatory in order for the Tender to be conforming.

[OR]

The Tenderer may attend the pre-tender meeting and Site inspection. This will be held at [.....] on [.....]. The attendance of the Tenderer is not mandatory in order for the Tender to be conforming. Issues raised at the pre-tender meeting will be recorded and issued as an addendum.

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 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 not be considered further if the Tenderer does not have current prequalification for category [.....] 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 Rehabilitation and Environmental Management.
- 2.03.2 For the purpose of tender assessment, short-listed 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 NATIONAL CODE OF PRACTICE FOR THE CONSTRUCTION INDUSTRY

- 2.04.1 Tenderers' attention is drawn to the *National Code of Practice for the Construction Industry* ("Code"). The Code applies to the Works.

- 2.04.2 Each Tenderer must comply with the Code in preparing its Tender.

- 2.04.3 Copies of the Code are available from the Australian Procurement and Construction Council Inc (APCC), PO Box 106, Deakin ACT 2600. Phone 02 6285 2255 Fax 02 6282 3787.

- 2.04.4 It will be a condition of any subsequent contract that the successful Tenderer complies with the Code in completing the Works. It will also be a condition that the successful Tenderer must not appoint a subcontractor, consultant or supplier in relation to the contract where the appointment would breach a sanction imposed by the Principal. Details of sanctions may be obtained from the Manager Capital Contracts and Prequalification, Shared Services Procurement, phone 02 6207 5982.

- 2.04.5 If a Tender does not comply with the Code, the Tender will be deemed as nonconforming.

CT2.05 COLLUSIVE ARRANGEMENTS

- 2.05.1 The National Code of Practice for the Construction Industry, under the heading "Relationships", requires that the Tenderer acts honestly. Consequently, in addition to the submission of a form of undertaking identical to Schedule 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 ADDENDA

- 2.12.1 Addenda to the RFT Documents may be issued by the Principal prior to the closing of Tenders. 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 and obtain clarification of the RFT Documents. The Principal will not be responsible for any other clarification or interpretation.
- 2.12.2 Any clarification of a technical or contractual nature will be made only by formal addendum to the RFT Documents. Each addendum, together with any documentary information, issued to a Tenderer will be distributed to each person or organisation that has obtained a set of RFT Documents from the Contact Officer.
- 2.12.3 The Tenderer must in completing the Form of Tender acknowledge the addenda received by the Tenderer and that the Tender includes due allowance for the addenda. Any Tender submitted which does not acknowledge all addenda issued by the Principal on the Form of Tender may be deemed to be a nonconforming Tender. All addenda issued will become part of the RFT Documents and will form part of the contract.

- 2.12.4 The Principal may 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 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 or services over \$20,000.00 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 2). Tenders not accompanied by this declaration will 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.

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:

- (a) documentation addressing the criteria specified in Section CT4.01;
- (b) copy of the Tenderer's ACT prequalification certificate;
- (c) completed Form of Tender and Tender Schedule each signed by the Tenderer;
- (d) priced Bill of Quantities; Schedule of Rates; or Schedule of Prices (if applicable);
- (e) construction program;
- (f) Schedule 1 – Tenderer's Declaration;
- (g) Schedule 2 – Ethical Suppliers Declaration; and
- (h) a statement as to the applicability of the Tenderer's current environmental authorisation or environmental protection agreement to the Works.
- (i) Copy of a current IRE Certificate issued in accordance with the ACT Government's *Compliance with Industrial Relations and Employment Obligations Strategy for ACT Government Capital Works Projects*.

3.01.2 Details of the required environmental authorisation or environmental protection agreement may be obtained by contacting the Department of the Environment, Climate Change Energy and Water, 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 *National Code of Practice for the Construction Industry* ("Code"):
 - (i) how the Tenderer has complied with the Code in the past;
 - (ii) how the Tenderer intends to comply with the Code 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;
- (b) with regard to the Tenderer's Ethical Suppliers obligations (see Schedule 2 – 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 The Tenderer must submit as part of its Tender 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. 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");
- (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 and Rehabilitation Plan

- 3.01.8 As part of the Tender, the Tenderer must submit documentation to demonstrate to the Principal that the Tenderer has an appropriate OHS&R management system operating within the Tenderer's business. The Tenderer must provide a draft or sample OHS&R plan.

Lodgement of Tenders

- 3.01.9 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.
- 3.01.10 For the Tender to be a conforming Tender, the Tenderer must lodge the Tender in accordance with sections 3.01.11 and 3.01.12.
- 3.01.11 A Tender must be enclosed in a sealed envelope marked "T....." with the Project Name and Number must be either posted or hand delivered to:

The Tender Box
Entry Foyer, Macarthur House
12 Wattle Street
Lyneham ACT 2602

Tenders will close at 2PM on.....20...
or at such other time as may be notified to the Tenderer in writing by the Principal.

Tenders submitted by 'registered mail' must be directed to PO Box 818 Dickson ACT, 2602.

- 3.01.12 A Tender submitted by prepaid post which reaches the Tender Box after the closing date and time may be considered only if it can be established to the satisfaction of the Principal that it was posted before the date and time for closing of the Tenders and in the ordinary course of post would have been received at the Tender Box by that date and time. Tenders meeting the preceding criteria will be deemed not to be late. Impressions of franking machines are not acceptable evidence of timely posting or dispatch.

CT3.02 TENDER VALIDITY PERIOD

The Tender must remain valid and open for acceptance for a period of 90 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* 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 will not be considered any 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, Tenderers may be shortlisted for further detailed analysis which 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

Criteria (not in order of importance)
Threshold Criteria

Weighted Criteria
Non-Weighted Criteria

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) contains erasures or is illegible,
- 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 damaging 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 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 Director, Shared Services Procurement, 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* (Commonwealth) ("Principal") represented by the [insert name of Department /Agency].

LAND DEVELOPMENT AGENCY, a corporation established by section 31 of the *Planning and Development Act 2007* (ACT) (in this agreement called "the Principal");

PLANNING AND LAND AUTHORITY, a body corporate established by section 7 of the *Planning and Land Act 2002* (ACT) (in this agreement called "the Principal");

CANBERRA INSTITUTE OF TECHNOLOGY, the body corporate established by section 4 of the *Canberra Institute of Technology Act 1987* (ACT) (in this agreement called "the Principal");

COMMISSIONER FOR SOCIAL HOUSING, a corporation sole established by section 9 of the *Housing Assistance Act 2007* (ACT) (in this agreement called "the Principal");

CULTURAL FACILITIES CORPORATION, a corporation established by section 4 of the *Cultural Facilities Corporation Act 1997* (ACT) (in this agreement called "the Principal");

AUSTRALIAN CAPITAL TERRITORY ELECTORAL COMMISSION, an independent statutory authority established by section 5 of the *Electoral Act 1992* (ACT) (in this agreement called "the Principal");

BACKGROUND

The Principal requires certain work to be undertaken (insert project title and number) ("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;

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.

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

Print Name of Witness

Shared Services Procurement -- Tender for Construction Projects using a Lump Sum (AS21.24) Delivery System
Template: Version 16.2 of Sep 2013

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* (Cwlth), 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)	Shared Services Procurement Macarthur House 12 Wattle Street Lyneham ACT 2602
The Principal: (Clause 2)	Australian Capital Territory
The address of the Principal:	C/- Shared Services Procurement PO Box 818 DICKSON 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)	
Email address of the Principal for the purpose of serving Payment Claims in accordance with Clause 42 (Clause 42)	ACTProcurementPaymentClaims@act.gov.au
The Contractor	
The address of the Contractor	
Facsimile number of the Contractor (Clause 7)	
Email address of the Contractor (Clause 7)	
The Superintendent: (Clause 2)	
The address of the Superintendent:	
Facsimile number of the Superintendent (Clause 7)	
Email address of the Superintendent (Clause 7)	
Limits of accuracy applying to quantities for which the Principal accepted a rate or rates: (Clause 3,3(b))	

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)	
The number of copies to be supplied by the Contractor: (Clause 8.4)	
The time within which the Superintendent must give a direction as to the suitability and return the Contractor's copies: (Clause 8.4)	
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))	
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: (Clause 19)	Not Applicable. See Special Condition of Contract 1.07
The time for giving possession of the Site: (Clause 27.1)	GUIDELINE: Superintendent to assess. Note: If Contractor to arrange separate insurance then: 'Fourteen (??) days or upon review of Contractor's insurance documents which ever is the later'
The Date for Practical Completion: (Clause 35.2)	If more than one Separable Portion refer to Special Condition of Contract 8.03.
Liquidated Damages per day: (Clause 35.6)	If more than one Separable Portion 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
Extra costs for Delay or Disruption: (Clause 36)	Nil
The Defects Liability Period: (Clause 37)	If more than one Separable Portion refer to Special Condition of Contract 8.03
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 Three
The delay in giving possession of the Site which shall be a substantial breach: (Clause 44.7)	

The alternative required in proceeding with dispute resolution:
(Clause 47.2)

The person to nominate an arbitrator:
(Clause 47.3)

Location of arbitration:
(Clause 47.3)

Territory Information:
(Special Condition 13.01.1(c))

Confidential Text
(Special Condition 13.02.1)

Grounds for Confidentiality
(Special Condition 13.02.4)

Alternative Two

The person holding the position, for the time being,
of Executive Director Shared Services Procurement

Australian Capital Territory

If particular information (not being text of the Contract) relevant to the Contract or the Works is to be identified as confidential, specify here.
If not applicable, insert "Not used"

If this contract is a notifiable contract under the *Government Procurement Act 2001* and the Principal or the Contractor requires part of the text of the Contract to be identified as confidential text – Insert details of the relevant text here e.g. Bills of Quantity, names of personnel and hourly rates (note: there must be a valid ground for confidentiality).
If not applicable, insert "Not used"

If the Principal or the Contractor proposes any part of the text of the Contract is to be confidential text as determined by the *Government Procurement Act 2001* (ACT) (GPA), it will be necessary to specify the relevant ground or grounds under section 35(1) of the GPA for which confidentiality is claimed, for example, that the disclosure of text would:

- (i) be an unreasonable disclosure of personal information about a person; or
- (ii) disclose a trade secret; or
- (iii) disclose information (other than a trade secret) having a commercial value that would be, or could reasonably be expected to be, destroyed or diminished if the information were disclosed; or
- (iv) be an unreasonable disclosure of information about the business affairs of a person; or
- (v) disclose information that may put public safety or the security of the Territory at risk; or
- (vi) have a significant adverse effect on the financial or property interests of the Territory or Territory entity; or
- (vii) unreasonably constrain the development or consideration of policy alternatives for the government; or
- (viii) disclose information prescribed by regulation for this section; or

where a requirement imposed under law requires a party to the contract to keep the text confidential.

If not applicable, insert "Not used"

Application of Part 4A or Part 4B Special Conditions of Contract

Part 4A of the Special Conditions of Contract applies.

GUIDELINE: If the value of the project of which this Contract is part is less than \$250,000 (GST inclusive), replace the above wording with "Part 4B 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.

GUIDELINE: If the value of the project of which this Contract is part is \$250,000 (GST inclusive) or more, the Territory must appoint a principal contractor under work health and safety laws.

If the value of the project of which this Contract is part is less than \$250,000, replace the above wording with "Not applicable".

There can be only one principal contractor per Site.

The above text should be replaced with "The Principal does not engage the Contractor as principal contractor under the WHS Legislation – Special Condition 4A.04 applies" only if the Territory has engaged another contractor to be the principal contractor for the Site under work health and safety laws.

Appointment of a Project Manager
(Part 18 of Special Conditions of Contract)

No – Part 18 does not apply.

GUIDELINE: The default wording should be retained if the Contractor is being appointed as the head contractor for the Works with possession of Site. Where a project manager has been appointed by the Principal and they have been given possession of Site the words "No – Part 18 does not apply" should be deleted and the following inserted: "Yes – Part 18 applies"

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:

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 the recipient's acknowledgment of receipt by any means.

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).

- (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 for any of the reasons listed in Clause 44.11(a) to (l) inclusive.
- (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, 21.2, 21.3, 21.4 and 21.6 and substitute the following:

- (1) The Principal has arranged policies ("Policies") for insurance of the Works and for \$20 million Public Liability insurance through Marsh Pty Ltd. The insurer is CGU Insurance Ltd and the details of the Policies are as follows:
 - (a) Works insurance – policy number XXXXXXXXXX; and

- (b) Public Liability insurance – policy number XXXXXXX.

The Principal will maintain the Policies while the Contractor has an interest in them, and the Principal will pay all the premiums.

- (2) The Policy is in the names of the Principal, all Contractors, Subcontractors, Construction Managers and Project Managers.
- (3) The Contractor must obtain a copy of the Policy and must familiarise itself with the detail, conditions and scope of the Policy. A copy of the Policy may be obtained from:

Manager, Capital Contracts and Prequalification
 Shared Services Procurement
 Level 2 Annex, Macarthur House
 12 Wattle Street
 LYNEHAM ACT 2602

- (4) The Policy is 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.
- (5) The Contractor:
- (c) warrants that it has read the Policy and understands it; and
- (b) must ascertain whether it requires additional insurance in relation to this Contract.
- (6) The existence of the Policy will not:
- (a) limit the liability of the Contractor to:
- (i) deliver up the Works completed in all respects in accordance with the Contract; or
- (ii) third parties; or
- (b) prevent the Contractor from effecting any additional insurances if so desired at the Contractor's cost.

Notice of Potential Claims

- (7) The Contractor must, as soon as practicable, inform Marsh Pty Ltd in writing at either address given below of any occurrence that may give rise to a claim under the Policy:

Level 5, 60 Marcus Clarke Street
 GPO Box 306

Canberra ACT 2601
 Telephone: (02) 6279 3300
 Facsimile: (02) 6279 3320

- (8) The Contractor must ensure that Subcontractors in respect of their engagement to carry out the Works similarly inform Marsh Pty Ltd.
- (9) The Contractor is liable for the excesses detailed in the Policy.

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 (b) (ii)

1.09.2 In Clause 35.5 replace 'Final Certificate' with 'Final Payment Schedule'.

1.10 DELAY OR DISRUPTION COSTS

Clause 36 is qualified by the following:

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

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:

42.1 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 6.01.3(b) 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 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, and the item is properly stored, labelled the property of the Principal and adequately protected.

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 lien or charge.

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; and
- (c) such plant or materials are properly stored, labelled the property of the Principal and adequately protected.

Upon payment to the Contractor of the amount claimed, the plant or materials the subject of the claim shall be the property of the Principal free of any lien or charge.

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

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.

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.

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

Provided it is permitted by law, the Principal may deduct from monies due to the Contractor any money due from the Contractor to the Principal otherwise than under the Contract and if those monies are insufficient, the Principal may, subject to the terms of this Contract, have recourse to retention monies and, if they are insufficient then to security under the Contract.

42.11 RECOURSE FOR UNPAID MONIES

Where, within the time provided by the Contract, a party fails to pay the other party an amount due and payable under the Contract, the other party may, subject to the terms of this Contract, have recourse to retention monies, if any, and, if those monies are insufficient, then to security under the Contract and any deficiency remaining may be recovered by the other party as a debt due and payable.

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

Clause 46 is amended as follows.

46.1 Contractor's Prescribed Notice

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

46.2 Time for Disputing Superintendent's Direction

In the second last line of Clause 46.2, delete the words "56 days" and substitute the words "28 days".

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.

1.20 INSOLVENCY

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

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PART 2 DOCUMENTS

2.01 DRAWINGS AND INFORMATION FOR PRACTICAL COMPLETION

2.01.1 Despite any other provision of this Contract, the Date of Practical Completion of the Works, or a Separable Portion of the Works, will be no earlier than the date of the issue of a certificate of occupancy for the Works or a Separable Portion of the Works for which the certificate of occupancy is to be issued in accordance with this Contract and pursuant to the *Building Act 2004* (ACT).

2.01.2 The Superintendent will not certify the Date of Practical Completion for the Works or a Separable Portion of the Works for which a certificate of occupancy is to be issued in accordance with this Contract and pursuant to the *Building Act 2004* (ACT), as a date earlier than the date of the issue of the certificate of occupancy.

2.01.3 The Superintendent will not issue a Certificate of Practical Completion for or in respect of the Works or a Separable Portion of the Works for which a certificate of occupancy in accordance with this Contract and pursuant to the *Building Act 2004* (ACT) is to be issued until the issue of the certificate of occupancy.

2.01.4 Unless otherwise directed, the Contractor must supply to the Superintendent complete sets of the documents, as specified below, as required by paragraph (c) of the definition of "Practical Completion", Clause 2 of AS2124-1992.

2.01.5 Document Number of Copies

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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 If operation and maintenance manuals are 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 the date specified in, and in accordance with Form USF960, Table 1 "Document Submission" 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.

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.

3.10 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.

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.

- 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: