

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

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

3.12.12 The Contractor must:

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

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

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

3.12.14 The Contractor must:

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

3.12.15

HOLD POINT

Process Held.	Covering up of work subject to a conformity survey.
Submission Details.	Survey Report verifying conformity.

Release of Hold Point.	The Superintendent will consider the submitted documents prior to authorising the release of the Hold Point.
------------------------	--

Care of Survey Control Marks

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

3.12.17 The Contractor must:

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

3.12.18

HOLD POINT

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

Survey Reports

3.12.19 The Contractor must:

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

- (g) regularly update the register.

3.13 PROCESSES REQUIRING VALIDATION

The Contractor must:

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

3.14 MATERIALS AND ITEMS SUPPLIED BY PRINCIPAL

The Contractor must:

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

3.15 FORMS

The Contractor must:

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

Form No / Table No	NAME OF FORM
Form USF944	Quality Requirements Index
Form USF960 Table 1	Document Submission
Form USF960 Table 2	Design Verification Methods

Form USF960 Table 3	Design Review Points
Form USF960 Table 4	Measurement/Design Data
Form USF960 Table 5	Notification of Intention to Commence Project Activities
Form USF960 Table 6	Traceability Requirements
Form USF960 Table 7	Processes Requiring Validation
Form USF960 Table 8	Witness/Hold Points
Form USF960 Table 9	Principal Supplied Products
Form USF960 Table 10	Documentation for Servicing Work
Form USF960 Table 11	Quality Records
Form USF957	Certificate Of Compliance

PART 4 WORK HEALTH AND SAFETY

4.01 WHS LEGISLATION

In this Contract, "WHS Legislation" means:

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

4.02 WORK HEALTH AND SAFETY

4.02.1 The obligations set out in this Contract do not detract from the Contractor's obligations under the WHS Legislation. If there is an inconsistency between this Contract and the WHS Legislation, the Contractor must comply with the WHS Legislation and inform the Superintendent of the inconsistency.

4.02.2 The Contractor must comply with the WHS Legislation and ensure all work is carried out safely and in a manner that does not put the health and safety of persons at risk.

4.02.3 The Contractor must comply with its duty under the WHS Legislation to consult, cooperate and coordinate activities with all persons who have a work health and safety duty in relation to the same matter.

- 4.02.4 The Contractor must institute and maintain systems to obtain regular written assurances from all subcontractors and other entities engaged to perform work on the Site about their ongoing compliance with the WHS Legislation including the due diligence obligation contained in the WHS Legislation.
- 4.02.5 The Contractor must provide the written assurances obtained under special condition 4.02.4, together with written assurances from the Contractor about the Contractor's ongoing compliance with WHS Legislation, to the Superintendent, and, if requested, to the Principal.
- 4.02.6 The Contractor must provide the Superintendent, and, if requested, the Principal, with a written report on all work health and safety matters, or any other relevant matters including a summary of the Contractor's compliance with WHS Legislation, at least once per month, and at other times as requested.
- 4.02.7 The Contractor must exercise a duty of utmost good faith to the Principal in carrying out the work under the Contract to enable the Principal to discharge the Principal's duties under the WHS Legislation.
- 4.02.8 The Contractor must ensure that if any law requires that a person:
- (a) be authorised or licensed (in accordance with WHS Legislation) to carry out any work at a workplace, the person is so authorised or licensed and complies with any conditions of such authorisation or licence; or
 - (b) has prescribed qualifications or experience, or if not, is supervised by a person who has prescribed qualifications or experience (as defined in the WHS Legislation), that person has the required qualifications or experience or is so supervised.
- 4.02.9 The Contractor must ensure that if any law requires that a workplace, plant or substance, design, or work (or class of work) be authorised or licensed, that workplace, plant or substance, design or work is so authorised or licensed.
- 4.02.10 The Contractor must not direct or allow a person to carry out work, or use plant or a substance at a workplace unless the authorisation, licensing, prescribed qualifications or experience required by any law and special conditions 4.02.8 and 4.02.9 are met.
- 4.02.11 If requested by the Superintendent or required by WHS Legislation, the Contractor must produce evidence of any approvals including any authorisations, licences, prescribed qualifications or experience, or any other information relevant to work health and safety (as the case may be) to the satisfaction of the Superintendent before the Contractor or any subcontractor commences such work.
- 4.02.12 If the Superintendent reasonably considers that a risk of injury to people or damage to property is arising or likely to arise from the activities of the Contractor (or any of its subcontractors) the Superintendent may direct the Contractor (or the relevant subcontractor) to change its manner of working or cease working and the Contractor or subcontractor must comply.

- 4.02.13 The Principal may take any action necessary to protect the Works and other property or to prevent or minimise risk to health and safety of persons, which the Contractor must take but does not and the Principal may recover any costs associated with such action from the Contractor.
- 4.02.14 The Contractor must systematically manage its work health and management processes in accordance with the systems, plans, standards and codes specified in the Contract and the WHS Legislation.
- 4.02.15 The Contractor must demonstrate to the Superintendent and Principal, whenever requested, that the Contractor has met and is meeting at all times, its obligations under this special condition 4.02 but such demonstration does not relieve the Contractor of its primary obligation to perform work safely.
- 4.02.16 The Contractor must take all reasonable actions and comply with all reasonable requests of the Principal, the Superintendent or their respective authorised persons regarding any safety audits in respect of the Site
- 4.02.17 Without limiting special condition 4.02.16 the Contractor must, at all reasonable times, allow the Principal or any person authorised by the Principal:
- (a) to enter upon the Site to conduct a safety audit;
 - (b) to enter upon the Site or any premises occupied by the Contractor to inspect and copy any records relevant to a safety audit; and
 - (c) to enter upon the Site or any premises occupied by the Contractor to interview any person as part of a safety audit.
- 4.02.18 In this special condition "improvement notice", "infringement notice", "non-disturbance notice", "notice of entry", "prohibition notice" and "provisional improvement notice" all have the same meanings as in the *Work Health and Safety Act 2011 (ACT)*.
- 4.02.19 The Contractor must immediately notify the Superintendent and the Principal upon becoming aware of the issue of any improvement notice, infringement notice, non-disturbance notice, notice of entry or prohibition notice referable to the Site or the Works and provide the Superintendent and the Principal with a copy of the relevant notice if the Contractor has the same.
- 4.02.20 The Contractor must promptly notify the Superintendent and the Principal upon becoming aware of the issue of any provisional improvement notice referable to the Site or the Works and provide the Superintendent and the Principal with a copy of the notice if the Contractor has the same.
- 4.02.21 The Contractor must provide reports on work health and safety matters to the Principal and the Superintendent in such form and at such times as reasonably required by the Principal and advised to the Contractor

4.03 OHS&R SYSTEM REQUIREMENTS

- 4.03.1 The Contractor must:

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

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

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

4.04 INCIDENT REPORTING

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

4.04.2 In addition to any obligations under WHS Legislation, the Contractor must:

- (a) notify the Superintendent and the Principal of any notifiable incident immediately after it notifies the regulator; and
- (b) provide the Superintendent and the Principal with copies of all written notifications and/or details of any verbal notifications given to the regulator (as applicable) immediately after providing the same to the regulator.

4.04.3 In addition to the obligations under special condition 4.04.2, the Contractor must promptly notify the occurrence and furnish a written report to the Superintendent and the Principal of:

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

4.05 AFFIRMATIVE ACTION

The Contractor:

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

4.06 WHS MANAGEMENT PLAN

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

- (a) the names, positions and health and safety responsibilities of all persons at the workplace whose positions or roles involve specific health and safety responsibilities in connection with the work under the Contract;
- (b) the arrangements in place, or to be implemented, between any persons conducting a business or undertaking at the workplace where the work under the Contract is being undertaken, for consultation, cooperation and coordination of activities in relation to compliance with their duties under the WHS Legislation;
- (c) the arrangements in place, or to be implemented, for managing any work health and safety incidents that occur, including incident reporting procedures, corrective action procedures, record-keeping and reporting requirements (including project-specific and general reporting and reporting to the Superintendent with respect to work health and safety matters), project-specific emergency plans and first aid procedures;
- (d) any site-specific health and safety rules, and the arrangements for ensuring that all persons at the workplace are informed of these rules;
- (e) the arrangements for the collection and recording, and any assessment, monitoring and review of safe work method statements at the workplace;
- (f) ensuring that work health and safety is a compulsory agenda item at all monthly meetings (or equivalent) and ensuring that the outcomes of those agenda items are communicated to the Superintendent;
- (g) management of work health and safety generally, including any work health and safety policy, details of any work health and safety management system (including certification, inspection and audit programs), training and induction programs (including work health and safety generally, emergency procedures and use of emergency equipment), the process of communication and dispute resolution on work health and safety matters;

- (h) management of subcontractors, including induction, training, development of safe work method statements, job safety assessments or equivalent documentation, the obligation to consult, cooperate and coordinate activities, the process of communication and the process for ensuring the subcontractor compliance with the WHS Management Plan;
- (i) management of project hazards and risks generally, including but not limited to work involving:
 - (i) fall hazards;
 - (ii) telecommunications towers;
 - (iii) demolition;
 - (iv) disturbance or removal of asbestos;
 - (v) structural alterations requiring temporary supports;
 - (vi) confined spaces;
 - (vii) excavation deeper than 1.5 metres;
 - (viii) tunnels;
 - (ix) use of explosives;
 - (x) pressurised gas distribution mains and consumer piping;
 - (xi) chemical, fuel and refrigerant lines;
 - (xii) electrical work, including involving energised electrical installations and services;
 - (xiii) hazardous atmospheres;
 - (xiv) tilt-up and precast concrete;
 - (xv) roadways or railways used by road or rail traffic;
 - (xvi) movement of powered mobile plant;
 - (xvii) extremes of temperature;
 - (xviii) water or other liquids where there is a risk of drowning;
 - (xix) diving;
 - (xx) remote or isolated work;
 - (xxi) above-standard exposure to noise;
 - (xxii) other hazardous manual tasks;

- (xxiii) exposure to falling objects;
- (xxiv) abrasive blasting;
- (xxv) hazardous chemicals and substances; and
- (xxvi) working in the vicinity of electrical wires; and

(j) if design forms part of the work under the Contract, proposed design risk assessments, purchasing policies for plant, materials and substances; the process for meeting statutory requirements regarding design and the process for addressing design changes relevant to work health and safety considerations.

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

4A.01 APPLICATION OF PART 4A

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

4A.02 ENGAGEMENT AS PRINCIPAL CONTRACTOR

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

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

4A.03 WHS MANAGEMENT PLAN

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

4A.03.2 The Contractor must:

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

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

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

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

4A.04 OBLIGATIONS IF NOT PRINCIPAL CONTRACTOR

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

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

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

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

4B.01 APPLICATION OF PART 4B

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

4B.02 WHS MANAGEMENT PLAN

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

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

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

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

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

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

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

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

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

PART 4C SUBCONTRACT PROVISIONS

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

PART 5 ENVIRONMENTAL MANAGEMENT SYSTEMS**5.01 EMS REQUIREMENTS**

5.01.1 The Contractor must:

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

5.01.2 The Contractor must implement an EMS that:

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

- (d) has planning processes and procedures in place to develop mitigation measures to minimise environmental impacts;
- (e) establishes responsibilities and procedures for implementing required mitigation measures;
- (f) establishes systems and procedures to review the implementation process; and
- (g) establishes a process of management review of systems and procedures that support the environmental policy and which will lead to continually improving performance.

5.01.3 The implementation of an EMS will not relieve the Contractor of its obligations under the Contract.

5.01.4 Specific EMS requirements are included in the Specification and may form part of submission requirements in the forms/tables listed on Quality Requirements Index Form USF944.

5.02 ENVIRONMENTAL MANAGEMENT PLAN

The Contractor must:

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

5.03 ENVIRONMENTAL AUTHORISATIONS AND ENVIRONMENTAL PROTECTION AGREEMENTS

Before commencing the Works, the Contractor must:

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

5.04 EXISTING FLORA

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

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

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

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

5.05 DUST AND NOISE

The Contractor must:

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

5.06 WASTE MANAGEMENT

5.06.1 For Works that are the subject of a development application and/or building application, the Contractor must comply with the *Development Control Code for best practice waste management in the ACT* (DCCWM). The waste management plan ("WMP"), Parts 3 and 4, included in this code form part of the Contract. The DCCWM is available from www.tams.act.gov.au/live/Recycling_and_Waste/workplace_waste_and_recycling/construction_and_demolition/developmentcontrolcode.

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

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

5.06.4 The Contractor must:

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

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

PART 6 EMPLOYEES

6.01 COMPLIANCE WITH EMPLOYEE AND INDUSTRIAL RELATIONS OBLIGATIONS

6.01.1 In this Contract the following terms are defined:

“Adverse Ruling” means a ruling by any court, tribunal, board, commission or other entity with jurisdiction to determine employee and industrial relations matters to the effect that the Contractor or Subcontractor breached its Employee and Industrial Relations Obligations.

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

“Employee and Industrial Relations Obligations” means compliance with:

- (a) Prescribed Legislation;
- (b) the orders, directions or decisions of any court, tribunal, board, commission or other entity with jurisdiction to consider the interpretation, breach or any other matter concerning any Prescribed Legislation;
- (c) Industrial instruments; and
- (d) the IRE Strategy.

Note: Examples of Employee and Industrial Relations Obligations may include payment of remuneration; training; annual holidays; long service leave entitlements; occupational health and safety requirements; workers' compensation; injury management, (including rehabilitation); legal age of employment; discrimination; freedom of association and superannuation. This list is non exhaustive.

“Ethical Suppliers Declaration” means a statutory declaration in the form set out in this Contract at special condition 6.01.22 (or such other modified form of statutory declaration as approved by the Principal and advised to the Contractor from time to time).

“Full Details” means the details of:

- (a) the nature of the breach or offence or alleged breach or offence;
- (b) any conviction recorded or adverse finding made in respect of the breach or offence;
- (c) any penalty or orders imposed by a court, tribunal, board, commission or other entity in respect of the breach or offence and the maximum penalty that could have been imposed under the Prescribed Legislation.
- (d) the name of the court, tribunal, board, commission or other entity; the State or Territory in which the proceeding or prosecution is brought; the date on which the proceeding or prosecution was commenced and the number or description assigned to the proceeding or prosecution by the court, tribunal, board, commission or other entity; and
- (e) the name of the person or other legal entity against which the finding or conviction was made or the proceeding or prosecution was initiated.

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

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

“IRE Certificate” has the same meaning as set out in the IRE Strategy.

“IRE Strategy” means the Principal’s *“Compliance with Industrial Relations and Employment Obligations Strategy for ACT Government Capital Works Projects”* from time to time, or such substituted policy or strategy of the Principal.

“Prescribed Legislation” means:

- (a) Industrial Instruments applicable to the Contractor, a supplier or Subcontractor;
- (b) *Long Service Leave Act 1976 (ACT)*;
- (c) *Work Safety Act 2008 (ACT)*;
- (d) *Long Service Leave (Portable Schemes) Act 2009 (ACT)*;
- (e) *Workers’ Compensation Act 1951 (ACT)*;
- (f) *Workplace Relations Act (1996) (Cth)*;

- (g) *Fair Work Act 2009* (Cth);
- (h) *Superannuation Guarantee (Administration) Act 1992* (Cth);
- (i) *Building and Construction industry Improvement Act 2005* (Cth);
- (j) *Workplace Gender Equality Act 2012* (Cth);
- (k) *Paid Parental Leave Act 2010* (Cth);
- (l) *Payroll Tax Act 1987* (ACT);
- (m) *Work Health and Safety Act 2011* (ACT);
- (n) Any Regulations made under the above Acts;
- (o) Any laws of the Commonwealth or the Australian Capital Territory which vary or replace the above Acts or Regulations, or any part of them; and
- (p) any other Acts or Regulations of the Commonwealth or the Australian Capital Territory, which deal with matters relating to industrial relations, employment and/or workplace safety obligations.

"Prescribed Works or Services" means works or services that require the exertion of labour by Employees.

"Project Compliance Audit" has the same meaning as in the IRE Strategy.

"Subcontractor" includes any subcontractor engaged by the Contractor and any sub-subcontractor of that subcontractor.

6.01.2 This clause applies to the extent that the Contract provides for the performance of Prescribed Works or Services.

Provision of Ethical Suppliers Declaration

6.01.3 The Contractor must provide the Principal with an Ethical Suppliers Declaration:

- (a) If requested by the Principal, at the time the Contractor enters into this contract; and
- (b) If requested in writing by the Principal, at the time the Contractor provides a Payment Claim; and
- (c) Within 7 days of the date of a written request from the Principal to the Contractor to provide the same.

6.01.4 The failure of the Contractor to provide the Ethical Suppliers Declaration in accordance with special condition 6.01.3 or the making of a false statement in

a statutory declaration by the Contractor or its representative making the declaration will constitute a substantial breach for the purpose of clause 44.2

- 6.01.5 If the Contractor fails to provide the Ethical Suppliers Declaration in accordance with special condition 6.01.3 the Principal may withhold payment of monies due to the Contractor until the statutory declaration is received.
- 6.01.6 The Principal may by written notice request the Contractor obtain a statutory declaration from a Subcontractor in substantially the same form as the Ethical Suppliers Declaration (subject to necessary modifications to note the changed parties, for example references to "Contractor" will be varied to read "Subcontractor") and provide the same to the Principal within 21 days of the date of the written notice. The Contractor must use its reasonable endeavours to ensure the Subcontractor supplies the declaration to enable the Contractor to comply with this clause.
- 6.01.7 The Contractor must ensure terms are included in all agreements with Subcontractors requiring Subcontractors to provide statutory declarations to the Contractor to enable it to satisfy this special condition.

Compliance with Employee and Industrial relations Obligations

- 6.01.8 The Contractor (and all Subcontractors) must comply with all Employee and Industrial Relations Obligations.
- 6.01.9 Without limiting special condition 6.01.8, Employees must be paid wages at rates and employed under conditions of employment not less favourable than those required by any Prescribed Legislation which applies to the Contractor (or Subcontractor, as applicable).
- 6.01.10 The Contractor and all Subcontractors must keep proper records and documents evidencing:
- (a) the wages paid to Employees
 - (b) so far as practicable, the time worked by Employees;
 - (c) payments made to third parties on behalf of Employees; and
 - (d) compliance with all Employee and Industrial Relations Obligations.
- 6.01.11 The Contractor must, at all reasonable times allow, and must require its Subcontractors to allow, the Principal or any person authorised by the Principal (including any person conducting a Project Compliance Audit):
- (a) to enter upon the Site to inspect the conditions in which Employees are employed;
 - (b) to enter upon the Site or any premises occupied by the Contractor or Subcontractor, to inspect and copy, as applicable, their:
 - (i) wage books;

- (ii) time sheets;
 - (iii) records evidencing payment of superannuation entitlements;
 - (iv) records evidencing payment of long service leave entitlements; and
 - (v) other records relevant to establishing compliance with the Employee and Industrial Relations Obligations;
- (c) to enter upon the Site or any premises occupied by the Contractor or Subcontractor, to interview any persons as necessary to demonstrate the compliance or otherwise of the Contractor and any Subcontractors with their Employee and Industrial Relations Obligations.

6.01.12 The Contractor must, take all reasonable actions and comply with all reasonable requests of the Principal or its authorised persons, and must require its Subcontractors to take all reasonable actions and comply with all reasonable requests to ensure compliance with this special condition (or the equivalent condition in any agreement with a Subcontractor). The Contractor (and any Subcontractor) will have no claim against the Principal for costs incurred by it in responding to any requests of the Principal made in accordance with or under this special condition.

Disclosure regarding Employee and Industrial Relations Obligations

6.01.13 If at any time during the term of the Contract, an Adverse Ruling is made regarding the Contractor, the Contractor must within 7 days of the making of the Adverse Ruling provide a statutory declaration by an authorised representative of the Contractor setting out:

- (a) the Full Details of the Adverse Ruling;
- (b) If applicable, any additional information which in the opinion of the Contractor is relevant to the Adverse Ruling, including the Contractor's grounds for any objection to the Adverse Ruling being relied upon as a ground for termination of this Contract;
- (c) If applicable, details of any information on which the Adverse Ruling is based which in the opinion of the Contractor is incorrect, incomplete or otherwise unfairly prejudicial to the Contractor for purposes of its dealings with the Principal under this Contract; and
- (d) If applicable, any existing or planned remedial measures which the Contractor has taken or will be taking to prevent a breach or offence similar to the non compliance, breach or offence on which the Adverse Ruling is based from recurring.

6.01.14 The failure of the Contractor to provide the statutory declaration in accordance with special condition 6.01.13 or the making of a false statement in a statutory declaration by the Contractor or its representative making the declaration will constitute a substantial breach for the purpose of clause 44.2.

6.01.15 Following the receipt of the statutory declaration or expiration of the period specified in special condition 6.01.14, whichever comes first, the Principal may give the Contractor a written notice to show cause.

6.01.16 In addition to any other rights set out in this Contract the Principal may take such action against the Contractor as provided for in the IRE Strategy in the event of an Adverse Ruling being made against the Contractor.

6.01.17 The remedies under this special condition are in addition to and do not limit any other rights or remedies of the Principal under this Contract or otherwise at law.

Agreements with Subcontractors

6.01.18 The Contractor must ensure all agreements with Subcontractors contain provisions:

- (a) requiring Subcontractors to comply with all Employee and Industrial Relations Obligations applicable to the Subcontractor and its employees; and
- (b) imposing obligations on the Subcontractor in the same form as those set out in this special condition and imposed on the Contractor (subject to any necessary variation to reflect the different parties).

IRE Strategy

6.01.19 The Contractor must ensure all Subcontractors engaged to perform Prescribed Works or Services under an agreement entered into on or after 1 January 2012 (or such later date as may be advised by the Principal):

- (a) hold a current IRE Certificate;
- (b) maintain a current IRE Certificate during the term of their agreement; and
- (c) that these obligations are included in the relevant agreement with the Subcontractor.

IRE Certificate

6.01.20 Where this Contract is entered into on or after 1 January 2012 (or such later date as may be advised by the Principal) the Contractor must hold an IRE Certificate and must maintain a current IRE Certificate during the term of the Contract.

Status of clause 43

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

Form of Ethical suppliers Declaration

6.01.22 The form of the Ethical Suppliers Declaration will be as follows:

STATUTORY DECLARATION

Statutory Declarations Act 1959 (Cth)

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

1. In this declaration a reference to:
 - a. "Contract" means an agreement which has or will shortly be entered into between the Australian Capital Territory and the Contractor for the provision of works in respect of the Project.
 - b. "Contractor" means [insert full legal name of Contractor including the ACN/ABN as per that identified on the Contract];
 - c. "Project" means Project No [insert ACT Government Project no] for [insert sufficient details to identify nature of project, e.g. for the construction of school at Block 11 Section 66 Kambah];
 - d. the words or terms "Adverse Ruling", "Employee", "Employee and Industrial Relations Obligations", "Industrial Instruments", "IRE Certificate", "Prescribed Legislation", "Prescribed Works or Services" and "Subcontractors" have the same meaning as defined in the Contract; and
 - e. all other capitalised words or terms have the same meaning as defined in the Contract.
2. I am authorised on behalf of the Contractor to make this declaration.
3. All Employees of the Contractor who have at any time been employed by the Contractor in respect of the Project have, at the date of this declaration, been paid all moneys due and payable to them in respect of their employment on the work under the Contract.
4. The Contractor has, at the date of this declaration paid all amounts it is required to pay to third parties on behalf of Employees as required by Prescribed Legislation.
5. All Subcontractors have been paid all moneys due and payable to them in respect of work under the Contract and any subcontract with the Subcontractor.
6. The Contractor holds a current IRE Certificate.
7. The Contractor has in the preceding 24 months of the date of this declaration complied with all Prescribed Legislation

True (delete 7A and Initial)

Not true (answer 7A)

7A. The Contractor has not complied with the following Prescribed Legislation.

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

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

True (delete 8A and initial) Not true (answer 8A)

- 8A. The Contractor has not recognised the rights of Employees to union membership and representation in the following respects.

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

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

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

- 9A. The Contractor has not complied with all amendments to wages and conditions of employment for their Employees as decided by any authorised industrial or wage-setting agency in the following respects:

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

10. In the preceding 24 months of the date of this declaration there have been no findings against the Contractor by a court, tribunal, commission, board or other entity with jurisdiction of a breach of any Prescribed Legislation, including a finding of a breach in a non-confidential consent order.

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

- 10A. There have been the following findings (Full Details of which are provided) against the Contractor by a court, tribunal, commission, board or other entity with jurisdiction of a breach of any Prescribed Legislation:

[Set out Full Details of findings]

11. In the preceding 24 months of the date of this declaration there have been no convictions under the Prescribed Legislation against the Contractor.

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

- 11A. There have been the following convictions under the Prescribed Legislation against the Contractor:

[Set out Full Details of convictions]

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

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

12A. There are currently the following proceedings or prosecutions against the Contractor in respect of a breach of Prescribed Legislation.

[Set out Full Details of proceedings or prosecutions]

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

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

13A. The Contractor has been required to implement the following remedial measures to ensure future compliance with the Prescribed Legislation:

[Set out Full Details of the remedial measures implemented]

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

[Signature of person making the declaration]]

[Print name of person making the declaration]

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

Before me:

[Signature of person before whom the declaration is made]

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

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

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

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

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

Chiropractor	Dentist	Legal practitioner
Medical practitioner	Nurse	Optometrist
Patent attorney	Pharmacist	Physiotherapist
Psychologist	Trade marks attorney	Veterinary surgeon

(2) A person who is enrolled on the roll of the Supreme Court of a State or Territory, or the High Court of Australia, as a legal practitioner (however described); or

- (3) A person who is in the following list:
 - Agent of the Australian Postal Corporation who is in charge of an office supplying postal services to the public
 - Australian Consular Officer or Australian Diplomatic Officer (within the meaning of the Consular Fees Act 1955)
 - Bailiff
 - Bank officer with 5 or more continuous years of service
 - Building society officer with 5 or more years of continuous service
 - Chief executive officer of a Commonwealth court
 - Clerk of a court
 - Commissioner for Affidavits
 - Commissioner for Declarations
 - Credit union officer with 5 or more years of continuous service
 - Employee of the Australian Trade Commission who is:
 - (a) in a country or place outside Australia; and
 - (b) authorised under paragraph 3 (d) of the Consular Fees Act 1955; and
 - (c) exercising his or her function in that place
 - Employee of the Commonwealth who is:
 - (a) in a country or place outside Australia; and
 - (b) authorised under paragraph 3 (c) of the Consular Fees Act 1955; and
 - (c) exercising his or her function in that place
 - Fellow of the National Tax Accountants' Association
 - Finance company officer with 5 or more years of continuous service
 - Holder of a statutory office not specified in another item in this list
 - Judge of a court
 - Justice of the Peace
 - Magistrate
 - Marriage celebrant registered under Subdivision C of Division 1 of Part IV of the Marriage Act 1961
 - Master of a court
 - Member of Chartered Secretaries Australia
 - Member of Engineers Australia, other than at the grade of student
 - Member of the Association of Taxation and Management Accountants
 - Member of the Australasian Institute of Mining and Metallurgy
 - Member of the Australian Defence Force who is:
 - (a) an officer; or
 - (b) a non-commissioned officer within the meaning of the Defence Force Discipline Act 1982 with 5 or more years of continuous service; or
 - (c) a warrant officer within the meaning of that Act
 - Member of the Institute of Chartered Accountants in Australia, the Australian Society of Certified Practising Accountants or the National Institute of Accountants
 - Member of:
 - (a) the Parliament of the Commonwealth; or
 - (b) the Parliament of a State; or
 - (c) a Territory legislature; or
 - (d) a local government authority of a State or Territory
 - Minister of religion registered under Subdivision A of Division 1 of Part IV of the Marriage Act 1961.
 - Notary public
 - Permanent employee of the Australian Postal Corporation with 5 or more years of continuous service who is employed in an office supplying postal services to the public
 - Permanent employee of:
 - (a) the Commonwealth or a Commonwealth authority; or
 - (b) a State or Territory or a State or Territory authority; or
 - (c) a local government authority;
 with 5 or more years of continuous service who is not specified in another item in this list
 - Person before whom a statutory declaration may be made under the law of the State or Territory in which the declaration is made
 - Police officer
 - Registrar, or Deputy Registrar, of a court

Senior Executive Service employee of:

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

Sheriff

Sheriff's officer

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

6.02 SCREENING OF CONTRACTOR AND EMPLOYEES

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

PART 7 CONTRACTING

7.01 INDEMNITY

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

- (a) any financial or consequential loss or expense incurred by that person by reason of:
 - (i) any act, default or neglect of the Contractor, its employees, agents, subcontractors or subconsultants in the performance of its obligations under the Contract; or
 - (ii) any delay by the Contractor in executing or failing to complete the Works in accordance with the Contract; and
- (b) any costs and expenses that may be incurred by that person in connection with any such claim, demand, action, suit or proceeding.

7.02 COLLUSIVE ARRANGEMENTS

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

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

- (a) the Principal may by notice in writing terminate this Contract;
- (b) if the Contractor has received any money or allowance from or on behalf of another tenderer in relation to the Works, that money or the value of the allowance will be held in trust for and will become immediately payable to the Principal; and/or
- (c) if the Contractor pays a trade or industry association or another tenderer for the Works any money in breach of this Clause, the Contractor must immediately give the Principal written notice of that event and the Principal will be entitled to withhold from any monies due to the Contractor under this Contract an equivalent sum as liquidated damages.

7.03 CONTRACTOR'S REPRESENTATIVE

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

7.04 MEASUREMENT OF WORK

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

- (a) Building Work: in accordance with the Australian Standard Method of Measurement of Building Works; and
- (b) Civil Engineering Work: in accordance with AS1181:1982, "Method of measurement of civil engineering works and associated building works".

7.05 USE OF AS2545 - GENERAL CONDITIONS OF SUBCONTRACT

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

7.06 PAYMENT FOR MATERIALS, PLANT AND EQUIPMENT

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

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

7.06.2 Items for which payment may be made:

.....

7.07 PAYMENTS FOR IMPORTED PLANT OR EQUIPMENT

7.07.1 The Principal will make progress payments to the Contractor, limited to 80% of the value shown on the certified customs invoice for each item of plant and equipment listed below that are manufactured overseas specifically for incorporation into the Works, provided that the Superintendent receives from the Contractor:

- (a) relevant shipping and insurance documents; and
- (b) satisfactory and certified test results and/or inspection certificates relating to tests and/or inspections which the Superintendent may require to be carried out on the plant or equipment at its place of manufacture.

7.07.2 Items for which payment may be made:

.....

7.08 IMPORT COSTS

7.08.1 If rates applying to the import costs of items purchased for incorporation in the Works, change in the period 7 days before the tender closing date for the Works, the amount of the difference will be added to or deducted from the Tender Price.

7.08.2 In this Clause, import costs means the costs attributable to variations in exchange rates, or any taxes or charges of the imported content of items purchased for incorporation in the Works.

7.08.3 Items for which payment may be made:

.....

7.09 COST ADJUSTMENT

--

NCAP system is the method of adjustment for this Contract. See Special Condition of Contract 14.01 for applicable indices.

7.10 NO "PAID IF PAID" CLAUSES IN SUBCONTRACTS

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

PART 8 ADMINISTRATION

8.01 SITE MEETINGS

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

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

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

8.02 RETENTION MONIES AND SECURITY

8.02.1 The Principal may:

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

if the Principal has become entitled to exercise a right under this Contract in respect of the retention monies and/or security.

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

- (a) if the Contract Sum does not exceed \$500,000 (inclusive of GST), security equal to 5% of the Contract Sum; and
- (b) if the Contract Sum exceeds \$500,000 (inclusive of GST), security of \$25,000 (representing 5% of the \$500,000) plus 3% of the amount by which the Contract Sum exceeds \$500,000.

8.02.3 As an alternative to Clause 8.02.2(a) above, the Contractor may elect to provide security equal to 1% of the Contract Sum within the time stated in Clause 5.4 of AS2124-1992, and retention monies will be deducted from progress payments at the rate of 10% until the amount of security plus retention held equals 5% of the Contract Sum.

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

- (a) cash;
- (b) bonds or inscribed stock issued by a Government of:
 - (i) Australia;
 - (ii) a State of Australia; or
 - (iii) a Territory of Australia; or
- (c) an unconditional undertaking in a form approved by the Principal, given by a financial institution which:
 - (i) is approved by the Principal;
 - (ii) is a body regulated by the Australian Prudential Regulation Authority pursuant to the *Australian Prudential Regulation Authority Act 1998*; and
 - (iii) has a Standard and Poor's or Best's credit rating of A- or better.

8.02.5 The Principal will not be liable to pay the amount of the first or any Progress Claim until the Contractor has provided security in accordance with this Clause 8.02. Any unpaid Payment Claim will not be deemed to be an overdue payment.

8.03 SEPARABLE PORTIONS

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

Separable Portion 1:

Separable Portion 2:etc

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

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

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

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

8.03.6

Separable Portion	Construction Period (in weeks)	Liquidated Damages (per day)	Defects Liability Period (in weeks)	Consolidation Period (in weeks)
1		\$		
2		\$		
3 etc		\$		

8.04 PROGRAM OF WORK

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

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

8.04.2 The Contractor must:

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

8.05 PAYMENT CLAIMS

- 8.05.1 At the commencement of the Contract, the Contractor must provide to the Principal a schedule of the anticipated monthly Payment Claims which will be made throughout the duration of the Contract.
- 8.05.2 The Contractor must provide to the Principal a revised schedule with each month's Payment Claim.
- 8.05.3 Each Payment Claim must be accompanied by a completed Form USF957.

8.06 FIRST PROGRESS PAYMENT

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

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

8.07 PAYMENTS LIMITATIONS

Not used.

PART 9 SITE**9.01 SIGNBOARD**

- 9.01.1 The Contractor must:
- (a) within 2 weeks of establishment of the Site, provide a signboard with the details shown in ACT Project's Drawing P-QD-01G Revision E or as otherwise directed;
 - (b) erect the signboard at or near ground level on the Site where directed; and
 - (c) maintain the signboard in good condition until Practical Completion, then dismantled and remove it.
- 9.01.2 The signboard remains the property of the Contractor.
- 9.01.3 The Contractor must obtain approval from the Superintendent for any Subcontractors' signboards. No other contractor's or Subcontractor's signs are permitted on the Site.

9.02 SITE OFFICE**9.02 SITE OFFICE**

The Contractor must:

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

9.03 SUPERINTENDENT'S SITE OFFICE

The Contractor must:

- (a) within 2 weeks of taking possession of the Site, provide the Superintendent a Site office including all furniture (desks, chairs, filing cabinets, lighting etc), a computer with high-speed internet access, a telephone, a fax machine, and other equipment necessary to allow the Superintendent to effectively perform its functions;
- (b) maintain the communications facilities so that they are always in operational condition;
- (c) remove the Site office and facilities on the Date of Practical Completion, or earlier if the Superintendent gives written permission; and
- (d) bear all costs associated with this Clause, including the costs of installing, renting, maintaining and removing the Site office and facilities.

9.04 SITE TELEPHONE

The Contractor must:

- (a) within 2 weeks of establishment of the Site, provide the Superintendent a Site office with a landline telephone service;
- (b) ensure continuous operation and maintenance of the telephone service for the duration of the Contract;
- (c) ensure that the telephone service is removed on completion of the Works;

- (d) bear costs associated with installation, rental, maintenance and removal of this telephone service but will not be responsible for the cost of calls; and
- (e) ensure the telephone will be installed with an STD bar, allowing only local calls to be made if the Contractor elects or where the time frame for installation cannot be met, an alternative to the above installation may be permitted, subject to approval by the Superintendent regarding the quality of service provided and cost arrangements.

9.05 ACCESS FOR VISITORS

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

9.06 PROTECTION AND RECOVERY OF SURVEY CONTROL MARKS

9.06.1 On commencement of the Contract, the Contractor must:

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

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

9.07 SMOKE FREE WORKPLACE

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

9.08 ASBESTOS

The Contractor must:

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

9.09 OCCUPIED PREMISES

If the Contract provides that the Principal or persons authorised by the Principal will continue in possession and occupancy of parts of the Site and/or existing buildings during the course of the Works, the Contractor must:

- (a) provide safe access to occupied premises for the Principal and such authorised persons as may be notified to the Contractor;
- (b) minimise nuisance to the occupants and ensure that the Works do not adversely affect their safety; and
- (c) protect the occupants against weather, dust, dirt, water or other nuisance arising from the Works by means of temporary screens or similar structures.

9.10 ADJOINING PROPERTY

The Contractor must:

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

9.11 ENTRY PERMITS

The Contractor must:

- (a) ensure that each person entering a designated security area of the Site possesses a valid entry permit and complies with the applicable conditions of entry; and
- (b) supply the full name, address, and date and place of birth of each person not less than 10 days before entry to the area is required.

9.12 STATUTORY REQUIREMENTS

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

9.12.2 Unless otherwise provided, the Contractor must:

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

PART 10 COMPLETION

10.01 VERMIN

The Contractor must employ an approved pest exterminator and provide a certificate at Practical Completion from the exterminator stating that the completed Works are free of vermin.

10.02 FINAL CLEANING UP

On completion of the Works, the Contractor must:

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

PART 11 MATERIALS AND WORKMANSHIP

11.01 MANUFACTURERS' RECOMMENDATIONS

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

11.02 STANDARDS

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

11.03 SITE COPIES OF STANDARDS

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

11.04 SAMPLES

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

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

11.05 TESTING

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

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

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

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

PART 12 GOODS AND SERVICES TAX**12.01 GOODS AND SERVICES TAX**

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

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

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

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

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

12.02 CHANGES TO GST LIABILITY

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

PART 13 GENERAL

13.01 NON-DISCLOSURE OF TERRITORY INFORMATION

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

- (a) is or relates to documents, submissions, consultations, policies, strategies, practices and procedures of the Principal which are by their nature confidential;
- (b) is notified (whether in writing or not) by the Principal to the Contractor as being confidential;

- (c) is specified in the Annexure to the General Conditions of Contract; or
- (d) is information or an opinion (including information or an opinion forming part of a database), whether true or not, and whether recorded in a material form or not, about a natural person whose identity is apparent, or can reasonably be ascertained, from the information or opinion,

but does not include information which:

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

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

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

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

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

13.01.4 The Contractor must:

- (a) use Contract Information held in connection with the Contract only for the purposes of fulfilling its obligations under this Contract;
- (b) comply with the "Information Privacy Principles" set out in the *Privacy Act 1988* (Cwlth) as if they were provisions of this Contract;
- (c) not transfer Territory Information held in connection with this Contract outside the Australian Capital Territory, or allow any person (other than authorised personnel) outside the Australian Capital Territory to have access to it, without the prior approval of the Principal; and

- (d) without limiting Clause 7.01, indemnify the Principal against any successful claim or proceeding made against the Principal resulting from the Contractor's breach of its obligations under this Clause 13.01.

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

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

13.01.6 The Contractor acknowledges that the publication or communication of any fact or document by a person which has come to its knowledge or into its possession or custody by virtue of the performance of this Contract (other than to a person to whom the Contractor is authorised to publish or disclose the fact or document) may be an offence under section 153 of the *Crimes Act 1900* (ACT), the maximum penalty for which is 2 years imprisonment.

13.02 NON-DISCLOSURE OF CONFIDENTIAL TEXT

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

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

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

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

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

- (h) disclosed to the ombudsman or for a purpose in relation to the protection of the public revenue.

13.03 GENERAL

Conflict of Interest

13.03.1 The Contractor:

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

No Employment, Partnership or Agency Relationship

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

Entire Agreement

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

Severability

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

No Waiver

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

Compliance With Laws

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

PART 14 ADDITIONS

14.01 NCAP INDICES

14.02 OTHER

PART 15 NATIONAL CODE OF PRACTICE FOR THE CONSTRUCTION INDUSTRY

- 15.01.1 The Contractor must comply, in the performance of the Contract, with the requirements of the *National Code of Practice for the Construction Industry* ("Code"). 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 or can be downloaded at www.apcc.gov.au. Alternatively, the Code can be viewed at the Australian Government website at www.deewr.gov.au/building.
- 15.01.2 Compliance with the Code will not relieve the Contractor from responsibility to perform the Contract, or from liability for any defect in the Works arising from compliance with the Code.
- 15.01.3 If a change to the Contract is proposed and that change would affect compliance with the Code, the Contractor must submit a report to the Superintendent specifying the extent to which the Contractor's compliance with the Code will be affected.
- 15.01.4 The Contractor must:
- (a) maintain adequate records of the compliance with the Code by itself and its subcontractors;
 - (b) permit the Principal or any person authorised by the Principal to have access to these records and to its premises, as is necessary to allow validation of its progress in complying with the Code;
 - (c) ensure that any subcontractor for any part of the Works must comply with the Code and this Part 15;
 - (d) not appoint a Subcontractor, consultant or supplier in relation to the Contract where the appointment would breach a sanction imposed by the Principal; and
 - (e) in all subcontracts, require Subcontractors to maintain and provide access for the Principal or any person authorised by the Principal to the subcontractor's records and premises to the same extent as required from the Contractor by this Clause.
- 15.01.5 If the Contractor does not comply with the requirements of the Code in the performance of this Contract so that a sanction is applied by the Principal, the Principal, without prejudice to any rights that it may have, will be entitled to record that non-compliance

and take it into account in the evaluation of any future tenders that may be lodged by the Contractor or a related corporation in respect of work for the Principal.

PART 16 RISE AND FALL - BITUMEN

16.01 ADJUSTMENT IN CONTRACT SUM FOR SUPPLY AND PLACEMENT OF BITUMEN IN ASPHALT PRODUCTS

- 16.01.1 This Clause provides for the adjustment of the Contract Sum for rise and fall in the price of bitumen for the supply and placement of asphalt component of contracts and separate supply and place asphalt contracts.
- 16.01.2 Notwithstanding anything to the contrary in General conditions of contract the Contract Sum shall be subject to adjustments for variations in the price of bitumen used in asphalt to be supplied under the Contract.
- 16.01.3 For the purpose of this Part 16 the "Price of Class 170 bitumen" for the relevant month shall be the average published list selling price for Class 170 bitumen from the main suppliers (BP, Mobil and Shell) as determined by the Roads Corporation trading as Vicroads. The Roads Corporation is the corporation established under Part II of the Transport Act 1983 (Vic).
- 16.01.4 The price adjustment shall be effected in claims for payment submitted by the Contractor in accordance with Clause 42 of the Contract.
- 16.01.5 Any price adjustment shall be calculated from the formula:

$$D = (C - B) \times A$$

Where:

- A = mass (in tonne) of bitumen derived from the approved job mix design;
- B = The Price of Class 170 bitumen applicable for the month immediately preceding the month during which the tenders closed;
- C = The Price of Class 170 bitumen applicable for the month immediately preceding the month during which the work is performed; and
- D = the applicable price adjustment for this payment claim.

16.02 ADJUSTMENT IN CONTRACT SUM FOR BITUMINOUS MATERIALS FOR THE SUPPLY OF BITUMEN FOR PRIMING, PRIMERSEALING AND SEALING

- 16.02.1 This Clause provides for the adjustment of the Contract Sum for rise and fall in the price of bituminous material for supply of bitumen, priming, primersealing and sealing contracts, and the priming, primersealing and sealing component of contracts.
- 16.02.2 Notwithstanding anything to the contrary in the General Conditions of Contract the Contract Sum shall be subject to adjustments for variations in the price of bituminous material to be supplied under the Contract.
- 16.02.3 The price adjustment shall be effected in claims for payment submitted by the Contractor in accordance with Clause 42 of the Contract.
- 16.02.5 Where the price adjustment is in terms of mass and materials are supplied on the basis of volume at 15°C the price adjustment shall be calculated from the formula:

$$D = \frac{(C - B)}{A} \times A$$

Where:

- A = the quality of bitumen supplied by the Contractor derived from:
- the calculation of residual bitumen at 15 degrees Centigrade where the product is sprayed bituminous surfacing or a tack coat;
 - The approved design binder content where the product is asphalt;
 - The approved residual binder content where the product is a bituminous slurry surfacing;
- (Where the binder is modified bitumen, the quality shall be the quantity of manufactured polymer modified binder).
- B = the Price of Class 170 bitumen applicable for the month immediately preceding the month during which the tenders closed;
- C = the Price of Class 170 bitumen on the 15th day of the month during which the work is performed; and
- D = the applicable price adjustment for this payment claim.

PART 17 TERMINATION FOR CONVENIENCE

- 17.01.1 Without prejudice to any of the Principal's other rights under the Contract, the Principal may:
- (a) at any time for its sole convenience, and without the need to give reasons, by written notice to the Contractor terminate the Contract effective from the time stated in the notice or if no such time is stated, at the time the notice is given to the Contractor; and
 - (b) thereafter, at its absolute discretion, complete the uncompleted part of the Works either itself or by engaging other contractors.

- 17.01.2 The Contractor must leave the Site by the time termination takes effect (or immediately if termination takes effect at the time the notice is given to the Contractor) and remove all Constructional Plant and Temporary Works except for those items identified in the termination notice as to be retained on the Site.
- 17.01.3 If the Principal terminates the Contract under clause 17.01.1, the Contractor:
- (a) will be entitled to payment of the following amounts as determined by the Superintendent:
 - (i) for work carried out prior to the date of termination, the amount which would have been payable if the Contract had not been terminated and the Contractor submitted a Payment Claim for work carried out to the date of termination;
 - (ii) the cost of goods or materials reasonably ordered by the Contractor for the Works for which the Contractor is legally bound to pay provided that:
 - (A) the value of the goods or materials is not included in the amount payable under subparagraph (i); and
 - (B) title in the goods and materials will vest in the Principal upon payment; and
 - (iii) the reasonable cost of removing from the Site all labour, Constructional Plant, and Temporary Works; and
 - (b) must:
 - (i) take all steps possible to mitigate the costs referred to in paragraphs (ii) and (iii); and
 - (ii) immediately hand over to the Principal all copies of:
 - (A) documents provided by the Principal in connection with the Contract; and
 - (B) Contract Material prepared by the Contractor to the date of termination (whether complete or not).
- 17.01.4 The amount to which the Contractor is entitled under clause 17.01.3 will be a limitation upon the Principal's liability to the Contractor arising out of, or in any way in connection with, the termination of the Contract in accordance with this Part and the Contractor will not be entitled to make any claim against the Principal arising out of, or in any way in connection with, the termination of the Contract other than for the amount payable under clause 17.01.3.
- 17.01.5 Clauses 17.01.3 and 17.01.4 will survive the termination of the Contract by the Principal under clause 17.01.1.
- 17.01.6 The Contractor must, wherever possible, include in all subcontracts and other contracts an equivalent provision to this Part 17.

PART 18 PROJECT MANAGEMENT DELIVERY**18.01 APPLICATION OF PART 18**

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

PART 19 NOVIATION ON TERMINATION**19.01 NOVIATION ON TERMINATION**

If the Contract is terminated:

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

Part 20 AUTHORISATION TO RELEASE AND USE INFORMATION

- 20.01.1 The Contractor authorises the Principal to:

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

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

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

Part 21 PREQUALIFICATION AND PERFORMANCE

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

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

SPECIFICATION

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

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

Roads ACT
Territory & Municipal Services Directorate
Level 7, Macarthur House
12 Wattle Street, Lyneham ACT 2602
Phone: 6207 6868

AND

the following Technical Exception Clauses.

SCHEDULE OF DRAWINGS

Drawing Title Drawing Number

FORM OF TENDER (Lump Sum)
(Page 1 of 2)

1198

The Tender Box
Shared Services Procurement
The Tender Box
Entry Foyer, Macarthur House
12 Wattle Street
Lyneham ACT 2602
(PO Box 818, DICKSON ACT 2602)

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

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

(Project No) _____

for the GST inclusive sum of \$ _____ ("Tender Price")

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

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

Contact and Notice Details

Address of Registered Office of Tenderer _____

Address for Service of Notices _____

Contact Person and Position within the Tendering Organisation _____

Telephone Number _____ Facsimile Number _____

E-mail address _____

Election of Security/Retention Money

CONTRACTS OF OR LESS THAN \$500,000 - (refer to Special Conditions of Contract 8.02).

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

1% Security plus 4% Retention 5% Security

FORM OF TENDER (Lump Sum)

(Page 2 of 2)

Acknowledgment of Addenda

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

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

SIGNED BY THE TENDERER on _____ 200..

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

_____	Signature of Witness	_____	Signature of Authorised Signatory
_____	Print Name of Witness	_____	Print Name and Office Held

Note:

- Company:** This form must be signed by 2 directors or a director and a secretary.
If the company is a proprietary company who has a sole director who is also the sole company secretary then this form must be signed by that director and witnessed.
- Partnership:** This form must be signed by at least one partner on behalf of all other partners and witnessed.
- Individual:** This form must be signed by the individual tendering for the Works and witnessed.

FORM OF TENDER (Schedule of Rates)

1200

(Page 1 of 2)

The Tender Box
Shared Services Procurement
The Tender Box
Entry Foyer, Macarthur House
12 Wattle Street
Lyneham ACT 2602
(PO Box 818, DICKSON ACT 2602)

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

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

(Project No) _____

for the GST inclusive rate/s stated in the completed Schedule of Rates attached ("Tender Price").

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

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

Contact and Notice Details

Address of Registered Office of Tenderer _____

Address for Service of Notices _____

Contact Person and Position within the Tendering Organisation _____

Telephone Number _____ Facsimile Number _____

E-mail address _____

Election of Security/Retention Money

CONTRACTS OF OR LESS THAN \$500,000 - (refer to Special Conditions of Contract 8.02).

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

1% Security plus 4% Retention 5% Security

FORM OF TENDER (Schedule of Rates)

(Page 2 of 2)

1201

Acknowledgment of Addenda

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

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

SIGNED BY THE TENDERER on

200..

SIGNED by and on behalf of)

(Name of Tenderer)

Signature of Authorised Signatory

ACN/ABN

Print Name and Office Held

in the presence of:)

Signature of Witness

Signature of Authorised Signatory

Print Name of Witness

Print Name and Office Held

Note:

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

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

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

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

FORM OF TENDER (Lump Sum and Schedule of Rates)

(Page 1 of 2)

The Tender Box
 Shared Services Procurement
 The Tender Box
 Entry Foyer, Macarthur House
 12 Wattle Street
 Lyneham ACT 2602
 (PO Box 818, DICKSON ACT 2602)

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

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

(Project No) _____

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

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

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

Contact and Notice Details

Address of Registered Office of Tenderer _____

Address for Service of Notices _____

Contact Person and Position within the Tendering Organisation _____

Telephone Number _____ Facsimile Number _____

E-mail address _____

Election of Security/Retention Money

CONTRACTS OF OR LESS THAN \$500,000 - (refer to Special Conditions of Contract 8.02).

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

1% Security plus 4% Retention 5% Security

FORM OF TENDER (Lump Sum and Schedule of Rates)

(Page 2 of 2)

Acknowledgment of Addenda

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

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

SIGNED BY THE TENDERER on

200..

SIGNED by and on behalf of)_____
(Name of Tenderer)_____
Signature of Authorised Signatory_____
ACN/ABN_____
Print Name and Office Held

in the presence of:)

Signature of Witness_____
Signature of Authorised Signatory_____
Print Name of Witness_____
Print Name and Office Held**Note:****Company:** This form must be signed by 2 directors or a director and a secretary.

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

Partnership: This form must be signed by at least one partner on behalf of all other partners and witnessed.**Individual:** This form must be signed by the individual tendering for the Works and witnessed.

TENDER SCHEDULE

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

ITEM 1

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

_____ (Project No) _____

- (a) Cost of work exclusive of GST or Provisional Sums
- (b) GST applicable to the above
- (c) Allowance for Provisional Sums (this includes applicable GST)
- (d) Tender Price on Form of Tender [(a) + (b) + (c)]
- TOTAL (to Form of Tender)**

ITEM 2

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

.....
.....

Authorised Signatory

Authorised Signatory

Print Name

Print Name

Date

Date

SCHEDULES

(Priced) Bill of Quantities

Schedule of Prices

Schedule of Rates

CORRESPONDENCE

SCHEDULE 1 TENDERER DECLARATION

.....[Name of Tenderer],

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

.....[RFT No]

2. The following meanings apply in this Tenderer Declaration:

- (a) **Code** means the National Code of Practice for the Construction Industry.
- (b) **Guidelines** means the Australian Government Implementation Guidelines for the National Code of Practice for the Construction Industry May 2012 (or such substituted guidelines).
- (c) **Principal** has the same meaning as in the RFT.
- (d) **RFT** means the RFT referred to above.
- (e) **Tender** means the Tenderer's tender response to the RFT.
- (f) **Tenderer** means the entity named above.

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

4. The Tenderer has complied with the Code (and if required by the RFT, the Guidelines) in preparing its Tender.

5. The Tenderer undertakes to comply with the Code (and if applicable, the Guidelines) in performing the contract, should it be the successful tenderer.

6. The Tenderer acknowledges that it is aware the Principal (and, where applicable the Australian Government) may impose a sanction on a tenderer or contractor who or which does not comply with the Code (and where applicable, the Guidelines). The sanction imposed may include but may not be limited to:

- (a) the reporting of the breach to an appropriate statutory body or law enforcement agency;
- (b) a formal warning that continued non-compliance will lead to more severe sanctions;
- (c) reduction in the number of tendering opportunities that are given, for example by excluding the non-complying party from tendering for ACT Government work above a certain value;
- (d) preclusion from tendering for any ACT Government work for a specified period;

- (e) publication of details of the breach and the identification of the party committing the breach; and
- (f) referral of the breach to the appropriate industry association for action consistent with industry codes of practice.

7. I, on behalf of the Tenderer, authorise the Principal to:

- (a) obtain information about and enquire into the Tenderer's financial status and viability;
- (b) obtain from any Territory, State or Commonwealth government agency (including for the avoidance of doubt, any regulatory or law enforcement body) and take into account in its evaluation, information, including information about the Tenderer's performance and/or compliance during any previous or current contracts for services or works similar to those sought in the Tender (whether or not those contracts were with the Territory, State or Commonwealth or another entity and whether or not those contracts were nominated by the Tenderer in its Tender);
- (c) obtain and take into account in its evaluation, information from referees or other reputable sources on prior or current projects in which the Tenderer was involved (whether or not nominated by the Tenderer in its Tender);
- (d) use any information obtained from any Territory, State or Commonwealth government agency (including for the avoidance of doubt, any regulatory or law enforcement body), referee or other reputable source for any government purposes including, without limitation, assessment of suitability for: registration; pre-qualification; selective tender lists or the award of contract;
- (e) provide information about the Tenderer to any Territory, State or Commonwealth government agency including information provided by the Tenderer and information related to the Tenderer's performance at any time and for any reason ; and
- (f) provide this Tenderer Declaration to any Territory, State or Commonwealth government agency (including any regulatory or law enforcement body, which includes, without limitation WorkSafe ACT) as evidence of the Tenderer's consent to allow that agency to release information as requested by the Principal to the Principal.

Authorised Signatory

Print Name

Date

SCHEDULE 2
STATUTORY DECLARATION

Statutory Declarations Act 1959 (Cth)

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

1. In this declaration a reference to:
 - a. **"Adverse Ruling"** means a ruling by any court, tribunal, board, commission or other entity with jurisdiction to determine employee and industrial relations matters to the effect that the Tenderer has breached its Employee and Industrial Relations Obligations.
 - b. **"Employee"** means a natural person who is employed under a contract of service (excluding professional or information technology services) to provide the Tenderer with his or her labour.
 - c. **"Employee and Industrial Relations Obligations"** means compliance with:
 - (i) Prescribed Legislation;
 - (ii) the orders, directions or decisions of any court, tribunal, board, commission or other entity with jurisdiction to consider the interpretation, breach or any other matter concerning any Prescribed Legislation;
 - (iii) Industrial Instruments; and
 - (iv) the IRE Strategy.'
 - d. **"Full Details"** means the details of:
 - (i) the nature of the breach or offence or alleged breach or offence;
 - (ii) any conviction recorded or adverse finding made in respect of the breach or offence;
 - (iii) any penalty or orders imposed by a court, tribunal, board, commission or other entity in respect of the breach or offence and the maximum penalty that could have been imposed under the Prescribed Legislation.
 - (iv) the name of the court, tribunal, board, commission or other entity; the State or Territory in which the proceeding or prosecution is brought; the date on which the proceeding or prosecution was commenced and the number or description assigned to the proceeding or prosecution by the court, tribunal, board, commission or other entity; and

- (v) the name of the person or other legal entity against which the finding or conviction was made or the proceeding or prosecution was initiated.
- e. **"Industrial Instruments"** means an award or agreement, however designated, that:
 - (i) is made under or recognised by an industrial law; or
 - (ii) concerns the relationship of an employer and the employer's employees.
- f. **"IRE Certificate"** has the same meaning as in the ACT Government's IRE Strategy;
- g. **"IRE Strategy"** means the ACT Government's *Compliance with Industrial Relations and Employment Obligations Strategy for ACT Government Capital Works Projects*, as amended from time to time,
- h. **"Prescribed Legislation"** means each of the following:
 - (a) Industrial Instruments applicable to the Tenderer;
 - (b) *Long Service Leave Act 1976* (ACT);
 - (c) *Work Safety Act 2008* (ACT);
 - (d) *Long Service Leave (Portable Schemes) Act 2009* (ACT);
 - (e) *Workers' Compensation Act 1951* (ACT);
 - (f) *Workplace Relations Act (1996)* (Cth);
 - (g) *Fair Work Act 2009* (Cth);
 - (h) *Superannuation Guarantee (Administration) Act 1992* (Cth);
 - (i) *Building and Construction industry Improvement Act 2005* (Cth);
 - (j) *Workplace Gender Equality Act 2012* (Cth);
 - (k) *Paid Parental Leave Act 2010* (Cth);
 - (l) *Payroll Tax Act 1987* (ACT);
 - (m) *Work Health and Safety Act 2011* (ACT);
 - (n) any Regulations made under the above Acts;
 - (o) any laws of the Commonwealth or the Australian Capital Territory which vary or replace the above Acts or Regulations, or any part of them; and

(p) any other Acts or Regulations of the Commonwealth or the Australian Capital Territory, which deal with matters relating to industrial relations, employment and/or workplace safety obligations.

- i. "Prescribed Works or Services" means works or services that require the exertion of labour by Employees.
- j. "Project" means Project No [insert ACT Government Project no] for [insert sufficient details to identify nature of project, e.g. for the construction of school at Block 11 Section 66 Kambah]; and
- k. "Tenderer" means [insert full legal name of Tenderer including the ACN/ABN as per that identified on the Tender].

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

13. The Tenderer holds a current IRE Certificate.

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

True (delete 4A and initial) Not true (answer 4A)

4A. The Tenderer has not complied with the following Prescribed Legislation.

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

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

True (delete 5A and initial) Not true (answer 5A)

5A. The Tenderer has not recognised the rights of Employees to union membership and representation in the following respects.

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

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

True (delete 6A and initial) Not true (answer 6A)

6A. The Tenderer has not complied with all amendments to wages and conditions of employment for their Employees as decided by any authorised industrial or wage-setting agency in the following respects:

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

17. In the preceding 24 months of the date of this declaration there have been no findings against the Tenderer by a court, tribunal, commission, board or other entity with jurisdiction of a breach of any Prescribed Legislation, including a finding of a breach in a non-confidential consent order.

True (delete 7A and initial) Not true (answer 7A)

- 7A. There have been the following findings (Full Details of which are provided) against the Tenderer by a court, tribunal, commission, board or other entity with jurisdiction of a breach of any Prescribed Legislation:

[Set out Full Details of findings]

18. In the preceding 24 months of the date of this declaration there have been no convictions under the Prescribed Legislation against the Tenderer.

True (delete 8A and initial) Not true (answer 8A)

- 8A. There have been the following convictions under the Prescribed Legislation against the Tenderer:

[Set out Full Details of convictions]

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

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

- 9A. There are currently the following proceedings or prosecutions against the Tenderer in respect of a breach of Prescribed Legislation.

[Set out Full Details of proceedings or prosecutions]

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

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

- 10A. The Tenderer has been required to implement the following remedial measures to ensure future compliance with the Prescribed Legislation:

[Set out Full Details of the remedial measures implemented]

I understand that a person who intentionally makes a false statement in a statutory declaration is guilty of an offence under section 11 of the Statutory

Declarations Act 1959, and I believe that the statements in this declaration are true in every particular.

[Signature of person making the declaration]]

[Print name of person making the declaration]

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

Before me:

[Signature of person before whom the declaration is made]

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

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

Note 2 Chapter 2 of the Criminal Code applies to all offences against the Statutory Declarations Act 1959 – see section 5A of the Statutory Declarations Act 1959.
A statutory declaration under the Statutory Declarations Act 1959 may be made before–

- (1) A person who is currently licensed or registered under a law to practise in one of the following occupations:
- | | | |
|----------------------|----------------------|--------------------|
| Chiropractor | Dentist | Legal practitioner |
| Medical practitioner | Nurse | Optometrist |
| Patent attorney | Pharmacist | Physiotherapist |
| Psychologist | Trade marks attorney | Veterinary surgeon |
- (2) A person who is enrolled on the roll of the Supreme Court of a State or Territory, or the High Court of Australia, as a legal practitioner (however described); or
- (3) A person who is in the following list:
- Agent of the Australian Postal Corporation who is in charge of an office supplying postal services to the public
 - Australian Consular Officer or Australian Diplomatic Officer (within the meaning of the Consular Fees Act 1955)
 - Bailiff
 - Bank officer with 5 or more continuous years of service
 - Building society officer with 5 or more years of continuous service
 - Chief executive officer of a Commonwealth court
 - Clerk of a court

Commissioner for Affidavits
 Commissioner for Declarations
 Credit union officer with 5 or more years of continuous service
 Employee of the Australian Trade Commission who is:
 (a) in a country or place outside Australia; and
 (b) authorised under paragraph 3 (d) of the Consular Fees Act 1955; and
 (c) exercising his or her function in that place
 Employee of the Commonwealth who is:
 (a) in a country or place outside Australia; and
 (b) authorised under paragraph 3 (c) of the Consular Fees Act 1955; and
 (c) exercising his or her function in that place
 Fellow of the National Tax Accountants' Association
 Finance company officer with 5 or more years of continuous service
 Holder of a statutory office not specified in another item in this list
 Judge of a court
 Justice of the Peace
 Magistrate
 Marriage celebrant registered under Subdivision C of Division 1 of Part IV of the Marriage Act 1961
 Master of a court
 Member of Chartered Secretaries Australia
 Member of Engineers Australia, other than at the grade of student
 Member of the Association of Taxation and Management Accountants
 Member of the Australasian Institute of Mining and Metallurgy
 Member of the Australian Defence Force who is:
 (a) an officer; or
 (b) a non-commissioned officer within the meaning of the Defence Force Discipline Act 1982 with 5 or more years of continuous service; or
 (c) a warrant officer within the meaning of that Act
 Member of the Institute of Chartered Accountants in Australia, the Australian Society of Certified Practising Accountants or the National Institute of Accountants
 Member of:
 (a) the Parliament of the Commonwealth; or
 (b) the Parliament of a State; or
 (c) a Territory legislature; or
 (d) a local government authority of a State or Territory
 Minister of religion registered under Subdivision A of Division 1 of Part IV of the Marriage Act 1961
 Notary public
 Permanent employee of the Australian Postal Corporation with 5 or more years of continuous service who is employed in an office supplying postal services to the public
 Permanent employee of:
 (a) the Commonwealth or a Commonwealth authority; or
 (b) a State or Territory or a State or Territory authority; or
 (c) a local government authority;
 with 5 or more years of continuous service who is not specified in another item in this list
 Person before whom a statutory declaration may be made under the law of the State or Territory in which the declaration is made
 Police officer
 Registrar, or Deputy Registrar, of a court
 Senior Executive Service employee of:
 (a) the Commonwealth or a Commonwealth authority; or
 (b) a State or Territory or a State or Territory authority
 Sheriff
 Sheriff's officer
 Teacher employed on a full-time basis at a school or tertiary education institution

SCHEDULE 3

PRO FORMA SUBCONTRACT SPECIAL CONDITIONS

SCHEDULE 3

PROFORMA SUBCONTRACT CONDITIONS

PART 1 WORK HEALTH AND SAFETY**1.01 WHS LEGISLATION**

In this Subcontract,

"WHS Legislation" means:

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

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

1.02 WORK HEALTH AND SAFETY

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

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

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

1.03 INCIDENT REPORTING

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

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

1.04 OBLIGATIONS IF NOT PRINCIPAL CONTRACTOR

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

PART 2 EMPLOYEES

2.01 COMPLIANCE WITH EMPLOYEE AND INDUSTRIAL RELATIONS OBLIGATIONS

- 2.01.2 In this Subcontract the following terms are defined:

“Adverse Ruling” means a ruling by any court, tribunal, board, commission or other entity with jurisdiction to determine employee and industrial relations matters to the effect that the Subcontractor or secondary Subcontractor breached its Employee and Industrial Relations Obligations.

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

“Employee and Industrial Relations Obligations” mean compliance with:

- (a) Prescribed Legislation;
- (b) the orders, directions or decisions of any court, tribunal, board, commission or other entity with jurisdiction to consider the interpretation, breach or any other matter concerning any Prescribed Legislation;
- (c) Industrial Instruments; and
- (d) the IRE Strategy.

Note: Examples of Employee and Industrial Relations Obligations may include payment of remuneration; training; annual holidays; long service leave entitlements; work health and safety requirements; workers’ compensation; injury management, (including rehabilitation); legal age of employment; discrimination; freedom of association and superannuation. This list is non exhaustive.

"Ethical Suppliers Declaration" means a statutory declaration in the form set out in this Subcontract at special condition 2.07.3 (or such other modified form of statutory declaration as approved by the Main Contractor or Principal and advised to the Subcontractor from time to time).

"Full Details" means the details of:

- (a) the nature of the breach or offence or alleged breach or offence;
- (b) any conviction recorded or adverse finding made in respect of the breach or offence;
- (c) any penalty or orders imposed by a court, tribunal, board, commission or other entity in respect of the breach or offence and the maximum penalty that could have been imposed under the Prescribed Legislation.
- (d) the name of the court, tribunal, board, commission or other entity; the State or Territory in which the proceeding or prosecution is brought; the date on which the proceeding or prosecution was commenced and the number or description assigned to the proceeding or prosecution by the court, tribunal, board, commission or other entity; and
- (e) the name of the person or other legal entity against which the finding or conviction was made or the proceeding or prosecution was initiated.

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

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

"IRE Certificate" has the same meaning as set out in the IRE Strategy.

"IRE Strategy" means the Principal's *"Compliance with Industrial Relations and Employment Obligations Strategy for ACT Government Capital Works Projects"* from time to time, or such substituted policy or strategy of the Principal.

"Prescribed Legislation" means:

- (a) Industrial Instruments applicable to the Subcontractor, a supplier or Sub-subcontractor;
- (b) Long Service Leave Act 1976 (ACT);
- (c) Work Safety Act 2008 (ACT);
- (d) Long Service Leave (Portable Schemes) Act 2009 (ACT);
- (e) Workers' Compensation Act 1951 (ACT);
- (f) Workplace Relations Act 1996 (Cth);
- (g) Fair Work Act 2009 (Cth);
- (h) Superannuation Guarantee (Administration) Act 1992 (Cth);
- (i) Building and Construction industry Improvement Act 2005 (Cth);
- (j) Workplace Gender Equality Act 2012 (Cth);

- (k) *Paid Parental Leave Act 2010* (Cth);
- (l) *Payroll Tax Act 1987* (ACT);
- (m) *Work Health and Safety Act 2011* (ACT);
- (n) any Regulations made under the above Acts;
- (o) any laws of the Commonwealth or the Australian Capital Territory which vary or replace the above Acts or Regulations, or any part of them; and
- (p) any other Acts or Regulations of the Commonwealth or the Australian Capital Territory, which deal with matters relating to industrial relations, employment and/or workplace safety obligations.

"Prescribed Works or Services" means works or services that require the exertion of labour by Employees.

"Project Compliance Audit" has the same meaning as in the IRE Strategy.

2.01.3 This special condition applies to the extent that the Subcontract provides for the performance of Prescribed Works or Services.

2.02 Provision of Ethical Suppliers Declaration

2.02.1 The Subcontractor must provide the Main Contractor with an Ethical Suppliers Declaration:

- (a) If requested by the Main Contractor, at the time the Subcontractor enters into this Subcontract; and
- (b) If requested in writing by the Main Contractor, at the time the Subcontractor provides a Payment Claim; and
- (c) Within 7 days of the date of a written request from the Main Contractor to the Subcontractor to provide the same.

2.02.2 The failure of the Subcontractor to provide the Ethical Suppliers Declaration in accordance with special condition 2.02.1 or the making of a false statement in a statutory declaration by the Subcontractor or its representative making the declaration will constitute a substantial breach for the purpose of clause 44.2

2.02.3 If the Subcontractor fails to provide the Ethical Suppliers Declaration in accordance with special condition 2.02.1, the Main Contractor may withhold payment of monies due to the Subcontractor until the statutory declaration is received.

2.02.4 The Main Contractor may by written notice request the Subcontractor obtain a statutory declaration from a secondary subcontractor in substantially the same form as the Ethical Suppliers Declaration (subject to necessary modifications to note the changed parties, for example references to "Subcontractor" will be varied to read "secondary subcontractor") and provide the same to the Main Contractor within 21 days of the date of the written notice. The Subcontractor must use its reasonable endeavours to ensure the secondary subcontractor supplies the declaration to enable the Subcontractor to comply with this special condition.

2.02.5 The Subcontractor must ensure terms are included in all agreements with secondary subcontractors requiring secondary subcontractors to provide statutory declarations to the Subcontractor to enable it to satisfy this special condition.

2.03 Compliance with Employee and Industrial relations Obligations

- 2.03.1 The Subcontractor (and all secondary subcontractors) must comply with all Employee and Industrial Relations Obligations.
- 2.03.2 Without limiting special condition 2.03.1, Employees must be paid wages at rates and employed under conditions of employment not less favourable than those required by any Prescribed Legislation which applies to the Subcontractor (or secondary subcontractor, as applicable).
- 2.03.3 The Subcontractor and all secondary subcontractors must keep proper records and documents evidencing:
- (e) the wages paid to Employees
 - (f) so far as practicable, the time worked by Employees;
 - (g) payments made to third parties on behalf of Employees; and
 - (h) compliance with all Employee and Industrial Relations Obligations.
- 2.03.4 The Subcontractor must, at all reasonable times allow, and must require its secondary subcontractors to allow, the Main Contractor or any person authorised by the Main Contractor (including any person conducting a Project Compliance Audit):
- (a) to enter upon the Site to inspect the conditions in which Employees are employed;
 - (b) to enter upon the Site or any premises occupied by the Subcontractor or secondary subcontractor, to inspect and copy, as applicable, their:
 - (iii) wage books;
 - (iv) time sheets;
 - (v) records evidencing payment of superannuation entitlements;
 - (vi) records evidencing payment of long service leave entitlements; and
 - (vii) other records relevant to establishing compliance with the Employee and Industrial Relations Obligations;
 - (c) to enter upon the Site or any premises occupied by the Subcontractor or secondary subcontractor, to interview any persons as necessary to demonstrate the compliance or otherwise of the Subcontractor and any secondary subcontractors with their Employee and Industrial Relations Obligations.

2.03.5 The Subcontractor must, take all reasonable actions and comply with all reasonable requests of the Principal, the Main Contractor or their respective authorised persons, and must require its secondary subcontractors to take all reasonable actions and comply with all reasonable requests to ensure compliance with this special condition (or the equivalent condition in any agreement with a secondary subcontractor). The Subcontractor (and any secondary subcontractor) will have no claim against the Principal, the Main Contractor or their respective authorised persons for costs incurred by it in responding to any requests of the Principal, the Main Contractor or their respective authorised persons made in accordance with or under this special condition.

2.04 Disclosure regarding Employee and Industrial Relations Obligations

2.04.1 If at any time during the term of the Subcontract, an Adverse Ruling is made regarding the Subcontractor, the Subcontractor must within 7 days of the making of the Adverse Ruling provide a statutory declaration by an authorised representative of the Subcontractor setting out:

- (e) the Full Details of the Adverse Ruling;
- (f) If applicable, any additional information which in the opinion of the Subcontractor is relevant to the Adverse Ruling, including the Subcontractor's grounds for any objection to the Adverse Ruling being relied upon as a ground for termination of this Subcontract;
- (g) If applicable, details of any information on which the Adverse Ruling is based which in the opinion of the Subcontractor is incorrect, incomplete or otherwise unfairly prejudicial to the Subcontractor for purposes of its dealings with the Main Contractor under this Subcontract; and
- (h) If applicable, any existing or planned remedial measures which the Subcontractor has taken or will be taking to prevent a breach or offence similar to the non compliance, breach or offence on which the Adverse Ruling is based from recurring.

2.04.2 The failure of the Subcontractor to provide the statutory declaration in accordance with special condition 2.04.1 or the making of a false statement in a statutory declaration by the Subcontractor or its representative making the declaration will constitute a substantial breach for the purpose of clause 44.2.

2.04.3 Following the receipt of the statutory declaration or expiration of the period specified in special condition 2.04.1, whichever comes first, the Main Contractor may give the Subcontractor a written notice to show cause.

2.04.4 In addition to any other rights set out in this Subcontract the Principal may take such action against the Subcontractor as provided for in the IRE Strategy in the event of an Adverse Ruling being made against the Subcontractor.

2.04.5 The remedies under this special condition are in addition to and do not limit any other rights or remedies of the Main Contractor under this Subcontract or otherwise at law.

2.05 Agreements with secondary subcontractors

2.05.1 The Subcontractor must ensure all agreements with secondary subcontractors contain provisions:

- (a) requiring secondary subcontractors to comply with all Employee and Industrial Relations Obligations applicable to the secondary subcontractor and its employees; and
- (b) imposing obligations on the secondary subcontractor in the same form as those set out in this special condition and imposed on the Subcontractor (subject to any necessary variation to reflect the different parties).

2.06 IRE Strategy

2.06.1 The Subcontractor must ensure all Secondary Subcontractors engaged to perform Prescribed Works or Services under an agreement entered into:

- (d) hold a current IRE Certificate;
- (e) maintain a current IRE Certificate during the term of their agreement; and
- (f) that these obligations are included in the relevant agreement with the secondary subcontractor.

2.07 IRE Certificate

2.07.1 The Subcontractor must hold an IRE Certificate and must maintain a current IRE Certificate during the term of the Subcontract.

Status of clause 43

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

Form of Ethical suppliers Declaration

2.07.3 The form of the Ethical Suppliers Declaration will be as follows:

STATUTORY DECLARATION

1225

Statutory Declarations Act 1959 (Cth)

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

1. In this declaration a reference to:
 - a. "Subcontract" means an agreement which has or will shortly be entered into between the Main Contractor and the Subcontractor for the provision of works in respect of the Project.
 - b. "Main Contractor" means [insert full legal name of Main Contractor including the ACN/ABN as per that identified on the Subcontract];
 - c. "Subcontractor" means [insert full legal name of Subcontractor including the ACN/ABN as per that identified on the Subcontract];
 - d. "Project" means Project No [insert ACT Government Project no] for [insert sufficient details to identify nature of project, e.g. for the construction of school at Block 11 Section 66 Kambah];
 - e. the words or terms "Adverse Ruling", "Employee", "Employee and Industrial Relations Obligations", "Industrial Instruments", "IRE Certificate", "Prescribed Legislation", "Prescribed Works or Services" and "Subcontractors" have the same meaning as defined in the Subcontract; and
 - f. all other capitalised words or terms have the same meaning as defined in the Subcontract.
 2. I am authorised on behalf of the Subcontractor to make this declaration.
 3. All Employees of the Subcontractor who have at any time been employed by the Subcontractor in respect of the Project have, at the date of this declaration, been paid all moneys due and payable to them in respect of their employment on the work under the Subcontract.
 4. The Subcontractor has, at the date of this declaration paid all amounts it is required to pay to third parties on behalf of Employees as required by Prescribed Legislation.
 5. All secondary subcontractors have been paid all moneys due and payable to them in respect of work under the Subcontract.
 6. The Subcontractor holds a current IRE Certificate.
 7. The Subcontractor has in the preceding 24 months of the date of this declaration complied with all Prescribed Legislation
- True (delete 7A and initial) Not true (answer 7A)

- 7A. The Subcontractor has not complied with the following Prescribed Legislation.

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

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

True (delete 8A and initial) Not true (answer 8A)

- 8A. The Subcontractor has not recognised the rights of Employees to union membership and representation in the following respects.

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

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

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

- 9A. The Subcontractor has not complied with all amendments to wages and conditions of employment for their Employees as decided by any authorised industrial or wage-setting agency in the following respects:

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

10. In the preceding 24 months of the date of this declaration there have been no findings against the Subcontractor by a court, tribunal, commission, board or other entity with jurisdiction of a breach of any Prescribed Legislation, including a finding of a breach in a non-confidential consent order.

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

- 10A. There have been the following findings (Full Details of which are provided) against the Subcontractor by a court, tribunal, commission, board or other entity with jurisdiction of a breach of any Prescribed Legislation:

[Set out Full Details of findings]

11. In the preceding 24 months of the date of this declaration there have been no convictions under the Prescribed Legislation against the Subcontractor.

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

- 11A. There have been the following convictions under the Prescribed Legislation against the Subcontractor:

[Set out Full Details of convictions]

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

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

12A. There are currently the following proceedings or prosecutions against the Subcontractor in respect of a breach of Prescribed Legislation.

[Set out Full Details of proceedings or prosecutions]

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

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

13A. The Subcontractor has been required to implement the following remedial measures to ensure future compliance with the Prescribed Legislation:

[Set out Full Details of the remedial measures implemented]

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

[Signature of person making the declaration]]

[Print name of person making the declaration]

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

Before me:

[Signature of person before whom the declaration is made]

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

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

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

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

- (1) A person who is currently licensed or registered under a law to practise in one of the following occupations:
- | | | |
|----------------------|---------|--------------------|
| Chiropractor | Dentist | Legal practitioner |
| Medical practitioner | Nurse | Optometrist |

Patent attorney
Psychologist

Pharmacist
Trade marks attorney

Physiotherapist
Veterinary surgeon

(2) A person who is enrolled on the roll of the Supreme Court of a State or Territory, or the High Court of Australia, as a legal practitioner (however described); or

(3) A person who is in the following list:

Agent of the Australian Postal Corporation who is in charge of an office supplying postal services to the public
Australian Consular Officer or Australian Diplomatic Officer (within the meaning of the Consular Fees Act 1955)
Bailliff
Bank officer with 5 or more continuous years of service
Building society officer with 5 or more years of continuous service
Chief executive officer of a Commonwealth court
Clerk of a court
Commissioner for Affidavits
Commissioner for Declarations
Credit union officer with 5 or more years of continuous service
Employee of the Australian Trade Commission who is:
(a) in a country or place outside Australia; and
(b) authorised under paragraph 3 (d) of the Consular Fees Act 1955; and
(c) exercising his or her function in that place
Employee of the Commonwealth who is:
(a) in a country or place outside Australia; and
(b) authorised under paragraph 3 (c) of the Consular Fees Act 1955; and
(c) exercising his or her function in that place
Fellow of the National Tax Accountants' Association
Finance company officer with 5 or more years of continuous service
Holder of a statutory office not specified in another item in this list
Judge of a court
Justice of the Peace
Magistrate
Marriage celebrant registered under Subdivision C of Division 1 of Part IV of the Marriage Act 1961
Master of a court
Member of Chartered Secretaries Australia
Member of Engineers Australia, other than at the grade of student
Member of the Association of Taxation and Management Accountants
Member of the Australasian Institute of Mining and Metallurgy
Member of the Australian Defence Force who is:
(a) an officer; or
(b) a non-commissioned officer within the meaning of the Defence Force Discipline Act 1982 with 5 or more years of continuous service; or
(c) a warrant officer within the meaning of that Act
Member of the Institute of Chartered Accountants in Australia, the Australian Society of Certified Practising Accountants or the National Institute of Accountants
Member of:
(a) the Parliament of the Commonwealth; or
(b) the Parliament of a State; or
(c) a Territory legislature; or
(d) a local government authority of a State or Territory
Minister of religion registered under Subdivision A of Division 1 of Part IV of the Marriage Act 1961
Notary public
Permanent employee of the Australian Postal Corporation with 5 or more years of continuous service who is employed in an office supplying postal services to the public
Permanent employee of:
(a) the Commonwealth or a Commonwealth authority; or
(b) a State or Territory or a State or Territory authority; or
(c) a local government authority;
with 5 or more years of continuous service who is not specified in another item in this list
Person before whom a statutory declaration may be made under the law of the State or Territory in which the declaration is made
Police officer
Registrar, or Deputy Registrar, of a court
Senior Executive Service employee of:
(a) the Commonwealth or a Commonwealth authority; or
(b) a State or Territory or a State or Territory authority
Sheriff
Sheriff's officer
Teacher employed on a full-time basis at a school or tertiary education institution

3.01 Novation on Termination

3.01.1 If the Main Contract is terminated for whatever reason:

- (a) the Subcontractor must accept a novation of this Subcontract to the Principal or its nominee, if required by the Principal; and
- (b) the Subcontractor must do everything and sign all documents necessary to give effect to this special condition and it irrevocably appoints the Principal as its attorney to do this in its name if it fails to do so.

ANNEXURE A

DRAWINGS

This folio marked "A" and the succeeding "???" folios constitute the Annexure referred to as Annexure A in the Formal Instrument of Agreement signed by the parties on

the _____ day of _____ 200..

On behalf of the
Principal _____

On behalf of the
Contractor _____

SCHEDULE OF DRAWINGS

Drawing Number	Version Number	Drawing Title
----------------	----------------	---------------

[REDACTED]

From: [REDACTED]
Sent: Wednesday, 11 September 2013 10:59 AM
To: [REDACTED]
Cc: [REDACTED]
Subject: Fortnightly Progress Report 10 (06-09-2013) - Capital Metro Light Rail Integration Study

Hi [REDACTED]

Please find attached the Capital Metro Light Rail Integration Study progress report for the period 26-08-2013 to 06-09-2013.

Regards,

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

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

SMEC SNOWY MOUNTAINS ENGINEERING CORPORATION

Local People. Global Experience.

Disclaimer: The information contained in this e-mail and any attached file is confidential. It is intended solely for the addressee, and may not be used, reproduced, disclosed or distributed without SMEC's permission. SMEC accepts no liability for loss or damage (whether caused by negligence or not) resulting from the use of any attached files.

Please consider the environment before printing this email.

This e-mail has been scanned for viruses by Symantec.Cloud.



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

To: [REDACTED], CMA

From: [REDACTED], SMEC

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

- Revised the transport modelling discussion paper and submitted to CMA on 27 August 2013
- Set up the login/access details of Derek Stolz for the project file library
- Attended project management meeting on 28 August 2013. Attendees are as follows:
 - ✓ [REDACTED] (CMA)
 - ✓ [REDACTED] (EDD)
 - ✓ [REDACTED] (EDD)
 - ✓ [REDACTED] (EDD)
 - ✓ [REDACTED] (MRCagney)
 - ✓ [REDACTED] (Talkforce)
 - ✓ [REDACTED] (SMEC)
- Discussed the following items relating to the Stage 1 Technical Note with CMA:
 - ✓ Adjusted criteria, scores and weighting
 - ✓ Alternative stop combinations for Options 2 and 3
- Minor revisions made to the Stage 1 Technical Note
- Received instruction from CMA to cease further re-working / analysis until land use outcomes are better understood
- Attended meeting to discuss the consultation process and key consultation dates on 3 September 2013. Meeting attendees include:
 - ✓ [REDACTED] (CMA)
 - ✓ [REDACTED] (CMA)
 - ✓ [REDACTED] (Publishing Services)
 - ✓ [REDACTED] (Talkforce)
 - ✓ [REDACTED] (SMEC)
- Finalised the consultation materials text
- Updated the LRT integration diagrams to be included in the consultation materials
- Delivery of approved text and latest figures for public consultation material to ACT Publishing Services
- Booked spaces for Community Information Sessions
- Booked Dame Pattie Menzies House, Dickson for the Stakeholder Consultation Meeting



-
- Submitted Variation Request 01 (Project Case Land Use Updates) on 3 September 2013 and received acceptance/approval from CMA on 5 September 2013
 - Received GIS data from ESDD-OSG on 5 September 2013 and commenced work on the estimation of maximum potential land use immediately afterwards
- 2. Tasks to be undertaken in the next two weeks**
- Update the land project case land use as per the scope defined in Variation 01
 - Revise the project program and submit to SSP/CMA
 - Attend project management meeting on 11 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 will be updated and submitted to SSP/CMA soon.

[REDACTED]

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

[REDACTED],

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 EIMME (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.

[REDACTED]

Let me know if you have any questions.

Regards,

[REDACTED]
SMEC Australia Pty Ltd
[REDACTED]

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

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 Jerome 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](#)

SMEC SNOWY MOUNTAINS ENGINEERING CORPORATION

Local People. Global Experience.

Disclaimer: The information contained in this e-mail and any attached file is confidential. It is intended solely for the addressee, and may not be used, reproduced, disclosed or distributed without SMEC's permission. SMEC accepts no liability for loss or damage (whether caused by negligence or not) resulting from the use of any attached files.

Please consider the environment before printing this email.

This e-mail has been scanned for viruses by Symantec.Cloud.

This email, and any attachments, may be confidential and also privileged. If you are not the intended recipient, please notify the sender and delete all copies of this transmission along with any attachments immediately. You should not copy or use it for any purpose, nor disclose its contents to any other person.

This e-mail has been scanned for viruses by Symantec.Cloud.

This e-mail has been scanned for viruses by Symantec.Cloud.

From: [Redacted]
Sent: Monday, 9 September 2013 11:28 AM
To: [Redacted]
Cc: [Redacted]
Subject: CMLRIS Key Consultation Dates

Hi [Redacted],

The following are the key dates relating to the consultation process:

- | | |
|--|----------------------|
| 1. Provision of text and figures to ACT Govt Publishers | 4 September 2013 |
| 2. Provision of updated figures to ACT Govt Publishers | by 10 September 2013 |
| 3. Venues for stakeholder and community info sessions booked | by 10 September 2013 |
| 4. Provision of draft material to CMA for approval | 13 September 2013 |
| 5. Approval of draft materials and preparation of website | 20 September 2013 |
| 6. Upload of material onto CMA website and start of consult period | 23 September |
| 7. Announcement of consultation period (Ministerial MR) | week of 23 September |
| 8. Invites sent to stakeholders | 26 September 2013 |
| 9. Lodge factsheet with Australia Post for mailout | 1 October |
| 10. Stakeholder Engagement Session | 10 October 2013 |
| 11. Mailout of factsheets | week of 14 October |
| 12. Chronicle ad runs | 15 October 2013 |
| 13. CT Community Noticeboard ad runs | 19 October 2013 |
| 14. Community Info Session – Civic | 24 October 2013 |
| 15. Community Info Session – Gungahlin | 25 October 2013 |
| 16. Community Info Session – Dickson | 26 October 2013 |
| 17. Consultation period closes | 15 November 2013 |

Regards,

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

SMEC SNOWY MOUNTAINS ENGINEERING CORPORATION
Local People. Global Experience.

Disclaimer: The information contained in this e-mail and any attached file is confidential. It is intended solely for the addressee, and may not be used, reproduced, disclosed or distributed without SMEC's permission. SMEC accepts no liability for loss or damage (whether caused by negligence or not) resulting from the use of any attached files.

Please consider the environment before printing this email.

This e-mail has been scanned for viruses by Symantec.Cloud.

[REDACTED]

From: [REDACTED]
Sent: Thursday, 5 September 2013 1:26 PM
To: [REDACTED]
Cc: [REDACTED]
Subject: RE: CMLRIS - GIS works

Thanks [REDACTED].

We have received the requested GIS data from ESDD (OSG) and it appears that we now have everything we need.

We have started work noting that we are now a little over one day ahead of the proposed schedule.

Regards,

[REDACTED]
SMEC Australia Pty Ltd
[REDACTED]

From: [REDACTED]
Sent: Thursday, 5 September 2013 9:53 AM
To: [REDACTED]
Cc: [REDACTED]
Subject: RE: CMLRIS - GIS works

Hi [REDACTED]
Plse proceed with the variation.
Thank you
[REDACTED]

From: [REDACTED]
Sent: Wednesday, 4 September 2013 12:40 PM
To: [REDACTED]
Cc: [REDACTED]
Subject: RE: CMLRIS - GIS works

[REDACTED]

Please find attached SMEC's revised fee proposal. The following changes have been made after our discussion:

- [REDACTED]
- [REDACTED]
- [REDACTED]

Regards,

[REDACTED]
SMEC Australia Pty Ltd
[REDACTED]

From: [REDACTED]
Sent: Tuesday, 3 September 2013 5:27 PM
To: [REDACTED]

Cc: [redacted]
Subject: RE: CMLRIS - GIS works

Hi [redacted]
Plse remove 2b. Last sentence.

This approach could result in the maximum development potential of individual Blocks being exceeded. Some Blocks are very much bigger than others (eg EPIC, racecourse, Kenny) so distribution of additional development will not necessarily be consistent across scenarios.

Thank you
[redacted]

From: [redacted]
Sent: Tuesday, 3 September 2013 5:10 PM
To: [redacted]
Cc: [redacted]
Subject: RE: CMLRIS - GIS works

[redacted]

Please find attached our variation request to undertake the GIS works outlined below.

I have made a couple of minor changes to the scope, which I don't believe will have a significant impact on the outcomes:

- [redacted]
- [redacted]
- [redacted]
- [redacted]

SMEC assumes that CMA will be responsible for distribution of the data (at each of the hold points) to EDD/ESDD and collation of any feedback.

As an additional note, Task 2 includes the development of three land use scenarios. The original scope of the project only allows for strategic transport modelling of one development land use scenario (in Stage 3). As outlined in the modelling discussion paper I sent you last week, we have allowed for strategic modelling of parking and PT fare scenarios. These scenarios can be used to model different development scenarios instead, if you prefer.

Finally, the start of the GIS works is dependent on SMEC's receipt of the Territory Plan in GIS format. If you could organise that, the start won't be delayed.

Regards,

[redacted]
SMEC Australia Pty Ltd
[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 Jerome and I will prepare the costing.

Regards,

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

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

SMEC SNOWY MOUNTAINS ENGINEERING CORPORATION

Local People. Global Experience.

Disclaimer: The information contained in this e-mail and any attached file is confidential. It is intended solely for the addressee, and may not be used, reproduced, disclosed or distributed without SMEC's permission. SMEC accepts no liability for loss or damage (whether caused by negligence or not) resulting from the use of any attached files.

Please consider the environment before printing this email.

This e-mail has been scanned for viruses by Symantec.Cloud.

 This email, and any attachments, may be confidential and also privileged. If you are not the intended recipient, please notify the sender and delete all copies of this transmission along with any attachments immediately. You should not copy or use it for any purpose, nor disclose its contents to any other person.

This e-mail has been scanned for viruses by Symantec.Cloud.

This e-mail has been scanned for viruses by Symantec.Cloud.

This e-mail has been scanned for viruses by Symantec.Cloud.

This e-mail has been scanned for viruses by Symantec.Cloud.

This e-mail has been scanned for viruses by Symantec.Cloud.

This e-mail has been scanned for viruses by Symantec.Cloud.

From: [redacted]
Sent: Thursday, 5 September 2013 9:38 AM
To: [redacted]
Cc: [redacted]
Subject: RE: CMLRIS - GIS works

Hi [redacted]
I am confirming that the information for Hold Point A was provided yesterday.
Therefore I am proposing to arrange a meeting for 1pm on Wednesday 11th (prior to our fortnightly meeting) to discuss the maximum potential development with EDD and ESDD.

Thank you
[redacted]

From: [redacted]
Sent: Wednesday, 4 September 2013 12:40 PM
To: [redacted]
Cc: [redacted]
Subject: RE: CMLRIS - GIS works

Please find attached SMEC's revised fee proposal. The following changes have been made after our discussion:

- [redacted]
- [redacted]
- [redacted]

Regards,

[redacted]
SMEC Australia Pty Ltd
[redacted]

From: [redacted]
Sent: Tuesday, 3 September 2013 5:27 PM
To: [redacted]
Cc: [redacted]
Subject: RE: CMLRIS - GIS works

Hi [redacted]
Plse remove 2b. Last sentence.
This approach could result in the maximum development potential of individual Blocks being exceeded.
Some Blocks are very much bigger than others (eg EPIC, racecourse, Kenny) so distribution of additional development will not necessarily be consistent across scenarios.

Thank you
[redacted]

From: [redacted]
Sent: Tuesday, 3 September 2013 5:10 PM
To: [redacted]
Cc: [redacted]
Subject: RE: CMLRIS - GIS works

Please find attached our variation request to undertake the GIS works outlined below.

I have made a couple of minor changes to the scope, which I don't believe will have a significant impact on the outcomes:

-
-
-
-



SMEC assumes that CMA will be responsible for distribution of the data (at each of the hold points) to EDD/ESDD and collation of any feedback.

As an additional note, Task 2 includes the development of three land use scenarios. The original scope of the project only allows for strategic transport modelling of one development land use scenario (in Stage 3). As outlined in the modelling discussion paper I sent you last week, we have allowed for strategic modelling of parking and PT fare scenarios. These scenarios can be used to model different development scenarios instead, if you prefer.

Finally, the start of the GIS works is dependent on SMEC's receipt of the Territory Plan in GIS format. If you could organise that, the start won't be delayed.

Regards,

[Redacted]
SMEC Australia Pty Ltd
[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

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 Jerome 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](#)

SMEC SNOWY MOUNTAINS ENGINEERING CORPORATION

Local People. Global Experience.

1249

Disclaimer: The information contained in this e-mail and any attached file is confidential. It is intended solely for the addressee, and may not be used, reproduced, disclosed or distributed without SMEC's permission. SMEC accepts no liability for loss or damage (whether caused by negligence or not) resulting from the use of any attached files.

Please consider the environment before printing this email.

This e-mail has been scanned for viruses by Symantec.Cloud.

This email, and any attachments, may be confidential and also privileged. If you are not the intended recipient, please notify the sender and delete all copies of this transmission along with any attachments immediately. You should not copy or use it for any purpose, nor disclose its contents to any other person.

This e-mail has been scanned for viruses by Symantec.Cloud.

This e-mail has been scanned for viruses by Symantec.Cloud.

This e-mail has been scanned for viruses by Symantec.Cloud.

This e-mail has been scanned for viruses by Symantec.Cloud.

[Redacted]

From: [Redacted]
Sent: Wednesday, 4 September 2013 6:04 PM
To: [Redacted]
Cc: [Redacted]
Subject: RE: Updated Images

Hi [Redacted]

We've made the street naming changes only on images #3 and #5 – see attached.

Regards,

[Redacted]
SMEC Australia
[Redacted]

From: [Redacted]
Sent: Wednesday, 4 September 2013 3:46 PM
To: [Redacted]
Cc: [Redacted]
Subject: RE: Updated Images

Hi [Redacted]

Please adjust the street naming to match the stops

1. remove McKay st
2. add Elouera St
3. add Ipima St

Thank you
[Redacted]

From: [Redacted]
Sent: Wednesday, 4 September 2013 3:33 PM
To: [Redacted]
Cc: [Redacted]
Subject: Updated Images

Hi [Redacted]

Please find attached the updated images. MRC won't be able to update the walking and cycling catchment anytime soon so we just removed the stop numbers from image #4 as you've suggested.

We'll burn the Illustrator files to a CD and then send it to Leo (c/o [Redacted]).

Regards,

[Redacted]
SMEC Australia
[Redacted]

From: [Redacted]
Sent: Monday, 2 September 2013 2:31 PM

To: [REDACTED]
Cc: [REDACTED]
Subject: FW: Stop Location Options

1255

Hi [REDACTED]

For consistency I suggest that the figures for the consultation be adjusted to show the following stops.

1. Alinga St
2. Elouera St
3. Ipima St
4. Macarthur Ave
5. Canberra Visitor Centre
6. Dickson
7. Phillip Ave
8. Epic
9. Sandford St
10. Well Station Dr
11. Nullabor Ave
12. Mapleton Ave
13. Hamer St (future bus terminus)
14. Kate Crace St (current bus terminus)
15. Gungahlin Pl

The "Walking & Cycling Integration" Figure should be updated if possible. If not, then I suggest removing the stop numbers from this figure (and also stops 1a, 1b, 16a & 16b).

There are a couple of corrections on the "Bus Integration" figure which I can pass to you tomorrow. Also Route 39 in this figure does not seem to be consistent with the Technical Note which states that it will "divert via Dickson LRT interchange"?

Thank you

From: [REDACTED]
Sent: Friday, 30 August 2013 4:18 PM
To: [REDACTED]
Cc: [REDACTED]
Subject: Stop Location Options

Hi [REDACTED]

Following our discussion on Wednesday I realised that we had essentially cut Option 3 back to Option 2. Therefore I went back and looked in detail at the Catchment Analysis Figures provided in the Technical Note. Bearing in mind the project objectives, particularly the revitalisation of Northbourne Ave, I suggest the following 3 options to provide suitable differentiation.

Option 1 (existing Red Rapid stops)

1. Alinga St
2. Macarthur Ave
3. Dickson
4. Phillip Ave
5. Epic
6. Sandford St
7. Well Station Dr
8. Nullabor Ave