



Parks Way Widening

Tel: 6201 3000 Fax: 6201 3099

Progress meetings

Meeting Number: 3

Date	Start	End	Next Meeting	Next Time	Prepared By	Company
20/04/2011	11:30am	12:30pm	5/05/2011	11:30am	Marc Blackmore	AECOM
Purpose			Location	Next Location		General Notes
Progress Meeting			AECOM	Macurthur House		
Attended By				Apologies		
Jock McLean (JM)	ACT Procurement Solutions			Ben McHugh	Roads ACT	
Rod Weeks	AECOM			Kristen Howard	AECOM	
Marc Blackmore	AECOM					
Item	Meeting Item Description			Resp	Due Date	Cls'd

01 Acceptance of Previous Minutes

Accepted

03 Design Progress & Issues

centre medium - stabilised paddy's river gravel to be used
adjustment of exit ramp to reduce scope or eliminate the retaining wall -
after further investigation approx 80m of wall and HV cable will need to
be rebuilt. It is noted that the extend of the retaining is significantly
reduced i.e. gravity wall.

Early meeting with Michael Brice regarding trees to be removed -
Discussion held with Michael Brice, initial details have been provided,
Michael will advise on the process.

Existing circuits to be check for accuracy during construction, JM to
follow-up on email

Microfilm wae's for bridges provided, Aecom to provide back to JM

Point to Point cameras contract has been awarded, AECOM has
confirmed that there will not be a clash with this project.

Authorization for AECOM to submit Works approval provided
Works approval on track for submission on the second week in May

D Meyers believes there is a solution to keep bridge strengthen within
the boxes on sullivan's creek bridge, still under investigation

- carbon funds sullivan
- can proceed
to DR
for bridge's
next 23
3 June

Noted ✓
Noted
AECOM 20/04/2011 ✓
ACT PS 5/05/2011
AECOM 5/05/2011 ✓ → X
Noted ✓
Noted ✓
Noted ✓
Noted ✓ →

04 Quality & Verification

Draft Project Management Plan to be submitted

AECOM 31/03/2011

05 Contract

06 Sub consultants

Geotechnical -AECOM have uncovered Geotech for Sullivan's Creek bridge
therefore no further geotech is required for the bridges

Geotech/investigation required for shoulders to ensure there is no break-up during
TTMs

Survey -Survey price received to be forward for approval to ACTPS

WAE - verify weeks
follow.

Noted
AECOM
AECOM - ? ? ✓

07 Program

7.1 Design Programme

Program provided also in pdf format

Tunnel lighting is part of the works at this stage however treated as a separable
portion

Investigate the option of HV relocation in a separate package of works
Construction to commence in October 2011, and complete by Dec 2012

Noted
Noted
AECOM 5/05/2011
Noted

Detech works
for survey

7.2 Extensions of Time

Nil

08 Costs

09 Any Other Business

10 Next Meeting

5th May 2011 at 11:00am (Macarthur House)

locate cables.

Parks Way Widening

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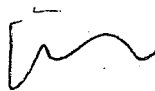
Progress meetings

Meeting Number: 5

Date	Start	End	Next Meeting	Next Time	Prepared By	Company
26/05/2011	11.00 am	12.00pm	16/07/2011	11:00am	Marc Blackmore	AECOM
Purpose			Location	Next Location		General Notes
Progress Meeting			AECOM	Macurthar House		
Attended By				Apologies		
Ben McHugh (BM) Roads ACT ✓				Marc Blackmore AECOM ✓		
Jock McLean (JM) ACT Procurement Solutions ✓						
Rod Weeks (RW) AECOM ✓						

Item	Meeting Item Description	Resp	Due Date	Cls'd
01	Acceptance of Previous Minutes			
	Accepted ✓			
03	Design Progress & Issues			
	Centre median - stabilised Paddys River gravel to be used	Noted ✓		
	Adjustment to Edinburgh Ave exit ramp has reduced extent of retaining wall reconstruction to approx 80 m. Discovered WAE records and ActewAGL data reveal that the electricity cables are within the pavement, not behind the wall and hence no relocations are required. A gravity wall may be able to be introduced at the east end to reduce costs.	Noted ✓		
	Early meeting with Michael Brice regarding trees to be removed, predominately in median with some at Edinburgh Ave retaining wall. Discussion held with Michael Brice, initial details have been provided, Michael will advise on the process. Michael has indicated to NCA his support for the removal of the trees. Survey underway to locate trees which could be impacted on by street light relocations. 5 trees could be affected but street lights may be able to be adjusted to limit impacts.	AECOM	3/06/2011	
	Existing circuits to be check for accuracy during construction, JM to follow-up on email, i.e. works from Chris Deschamps	ACT PS	1/06/2011	
	~~Microfilm WAE's for bridges returned to Jock.~~	~~AECOM~~	Noted	
	Works Approval submitted to NCA on 20 May 2011. NCA have advised public notification required. Advertise on 5 June, 15 working days for comment. (24 June). Will miss June Authority meeting but if no significant comments probably to obtain approval out-of-session. Aim to have approvals in place by early July.	Noted ✓		
	After further work D Meyers believes carbon fibre on Sullivans Creek bridge may be sufficient, still under investigation	Noted ✓		
	Document the replacement of bridge bearings at Sullivans Creek Bridge	AECOM		
	MB advised due to tightness of program is it ok to proceed to DR for the bridges - BM advised ok to proceed. MB to arrange meeting with NCA on Clunies Ross Bridge solution with Jock and Ben attending. ✓	AECOM	10/06/2011	
	RFT document to include line items for:			
	-Bridge strengthening; Clunies Ross St Bridge & Sullivans Creek separate	Noted ✓		
	-Tunnel Lighting	Noted ✓		
	Consultation underway - PCL, Environment ACT, ANU, Actewagl, (Pedal Power during TTM development only)	Noted ✓		
	-ANU contact is Brian Lane ACTPS to confirm	ACTPS		
	-Tony Shields at Peddle Power to view TTM's, email to on Peddle Power Web site. On road cycling detours to off-road system as part of documentation	AECOM ✓		
	-ANBG facilities management will be consulted with respect to investigation rising main from lake along Clunies Ross Street. Arrange potholing to determine location	AECOM ✓		

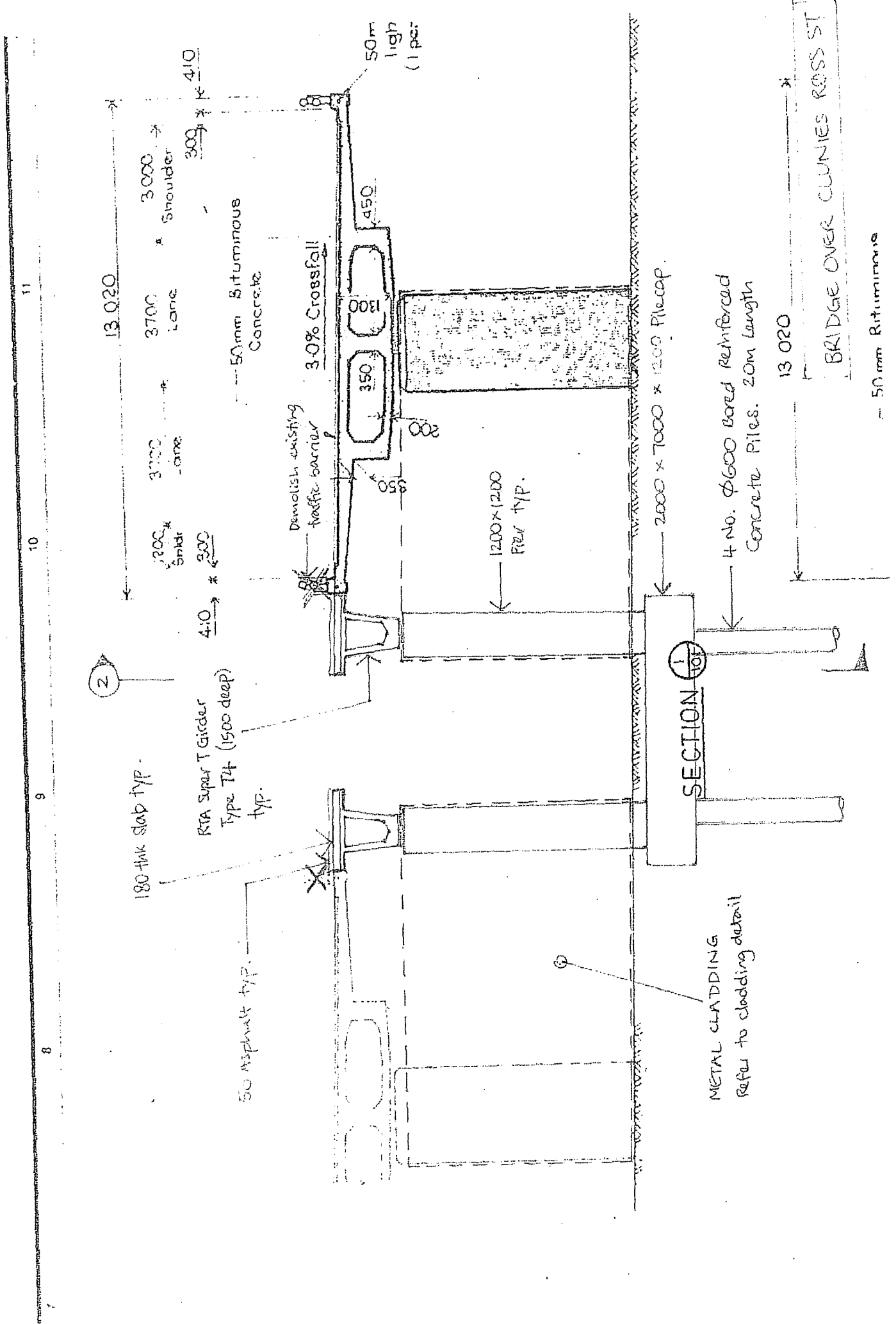
Item	Meeting Item Description	Resp	Due Date	Cls'd
	-Arrange a meeting with NCA to discuss form of Clunies Ross St Bridge, ACTPS to attend	AECOM		
05 Contract				
06 Sub consultants				
	Geotech/investigation required for shoulders to verify WAEs that have been found	AECOM	✓	
	Condition of existing piles to Sullivans Creek bridge to be surveyed -BM advised Roads ACT has organised this in the next two weeks	Roads ACT	✓	
	Arrange location of existing HV cables by Detech	AECOM	✓	NOT REQUIRED.
	Survey -Underway	Noted	✓	
07 Program				
7.1 Design Programme				
	Works Approval submission made to NCA on 20 May 2011	Noted	✓	
	Tunnel lighting is part of the works at this stage however treated as a separable portion	Noted	✓	
	Investigate the option of HV relocation in a separate package of works	AECOM	✓	5/05/2011 NOT REQUIRED
	Review expenditure program and tender date, possibly only \$1m available for the 2011/2012 year	ACTPS	✓	
7.2 Extensions of Time				
	Nil			
08 Costs				
09 Any Other Business				
	Site Compound - site within the centre medium is the preference	Noted	✓	
10 Next Meeting				
	21st July 2011 at 11:00am (AECOM)			

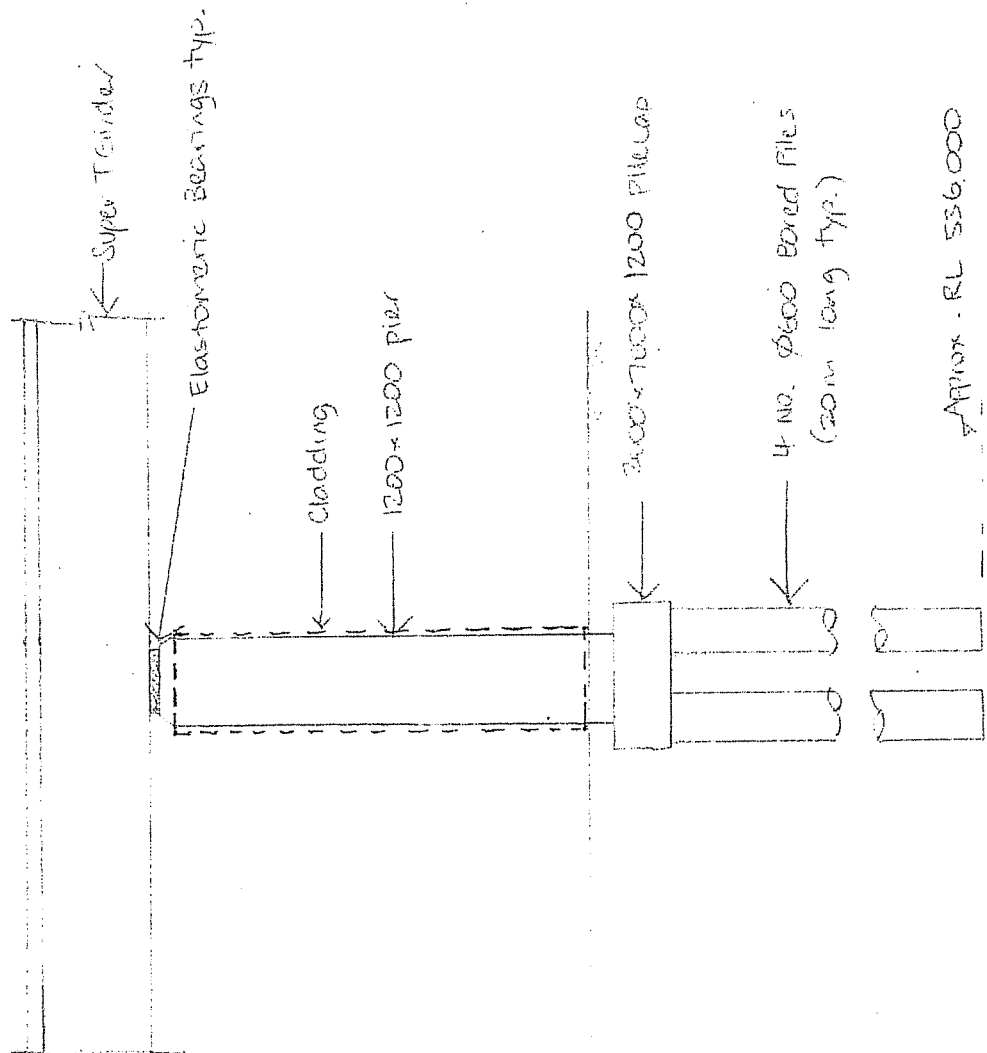




ID	Task Name	Duration	Start	Finish	Quarter
1	Issue brief	0 days	Sat 22/01/11	Sat 22/01/11	Quarter 1st
2	Tenders Close	0 days	Thu 17/02/11	Thu 17/02/11	Quarter 2nd
3	Engage Design Consultant	0 days	Mon 21/03/11	Mon 21/03/11	Quarter 3rd
4	Project Management	41 days	Sat 22/01/11	Mon 21/03/11	Quarter 4th
5	Project Start Up	1 day	Mon 21/03/11	Mon 21/03/11	Quarter 1st
6	Public Consultation	0 days	Sat 22/01/11	Sat 22/01/11	Quarter 2nd
7	Liaison	0 days	Sat 22/01/11	Sat 22/01/11	Quarter 3rd
8	Reporting	0 days	Sat 22/01/11	Sat 22/01/11	Quarter 4th
9	Phase 1 Design Consultancy	279 days	Tue 22/03/11	Fri 27/04/12	Quarter 1st
10	FSP / DR	116 days	Tue 22/03/11	Tue 30/08/11	Quarter 2nd
11	Review Feasibility Study and PSP Documentation Inc comments received on PSP	1 wk	Tue 22/03/11	Mon 28/03/11	Quarter 3rd
12	Advise of any conflicts or alternatives to these documents which will be documented in the FSP	1 day	Tue 29/03/11	Tue 29/03/11	Quarter 4th
13	Develop FSP Drawings	2 wks	Wed 30/03/11	Tue 12/04/11	Quarter 1st
14	Prepare Draft Design Report including FSP drawings	5 wks	Wed 13/04/11	Tue 17/05/11	Quarter 2nd
15	Issue Final Sketch Plan (FSP) - Draft Design to Client	0 days	Tue 17/05/11	Tue 17/05/11	Quarter 3rd
16	Develop design to Document Readiness	11 wks	Wed 18/05/11	Tue 2/08/11	Quarter 4th
17	Develop Tender suite of documents including draft Contract	4 wks	Wed 3/08/11	Tue 30/08/11	Quarter 1st
18	Document Readiness (including Final Design) Milestone	0 days	Tue 30/08/11	Tue 30/08/11	Quarter 2nd
19	Approvals	111 days	Tue 29/03/11	Tue 30/08/11	Quarter 3rd
20	Prepare relevant documentation to seek approval from relevant authorities	7 wks	Tue 29/03/11	Mon 16/05/11	Quarter 4th
21	Lodge planning approval applications	0 days	Mon 16/05/11	Mon 16/05/11	Quarter 1st
22	Approval review process	12 wks	Tue 17/05/11	Mon 8/08/11	Quarter 2nd
23	Approval of Final Design Documents	0 days	Tue 30/08/11	Tue 30/08/11	Quarter 3rd
24	Tender Documentation and Contract Establishment	35 days	Mon 12/03/12	Fri 27/04/12	Quarter 4th
25	Call Construction Tenders	0 days	Mon 12/03/12	Mon 12/03/12	Quarter 1st
26	Tender Period	4 wks	Mon 12/03/12	Fri 6/04/12	Quarter 2nd
27	Close Construction Tenders	0 days	Fri 6/04/12	Fri 6/04/12	Quarter 3rd
28	Tender Analysis	1 wk	Mon 9/04/12	Fri 13/04/12	Quarter 4th
29	Tender Recommendations Submitted	0 days	Fri 13/04/12	Fri 13/04/12	Quarter 1st
30	Approval to engage Contractor	0 days	Fri 20/04/12	Fri 20/04/12	Quarter 2nd
31	Letter of Acceptance Construction	0 days	Fri 27/04/12	Fri 27/04/12	Quarter 3rd
32	Phase 2 Construction Administration	565 days	Fri 4/05/12	Fri 11/07/14	Quarter 4th
33	Issue For Construction Documentation to the Construction Contractor	0 days	Fri 4/05/12	Fri 4/05/12	Quarter 1st
34	Issue Possession of Site	0 days	Fri 4/05/12	Fri 4/05/12	Quarter 2nd
35	Construction Period	14 mons	Mon 7/05/12	Fri 7/08/13	Quarter 3rd
36	Extensions of Time Normally Expected	9 wks	Mon 10/06/13	Fri 9/08/13	Quarter 4th
37	Advise ACTPS of Practical Completion SO Roads ACT can be advised	0 days	Mon 29/07/13	Mon 29/07/13	Quarter 1st
38	Work as Executed Quality Records	1 wk	Mon 30/06/13	Mon 10/06/13	Quarter 2nd
39	Project Acceptance	0 days	Fri 9/08/13	Fri 9/08/13	Quarter 3rd
40	Practical Completion Civil Works	0 days	Fri 9/08/13	Fri 9/08/13	Quarter 4th
41	Defects Liability Period	12 mons	Mon 12/08/13	Fri 11/07/14	Quarter 1st

Task	Project Summary	Inactive Milestone	Manual Summary Rollup	Progress
Split				
Milestone				
Summary				

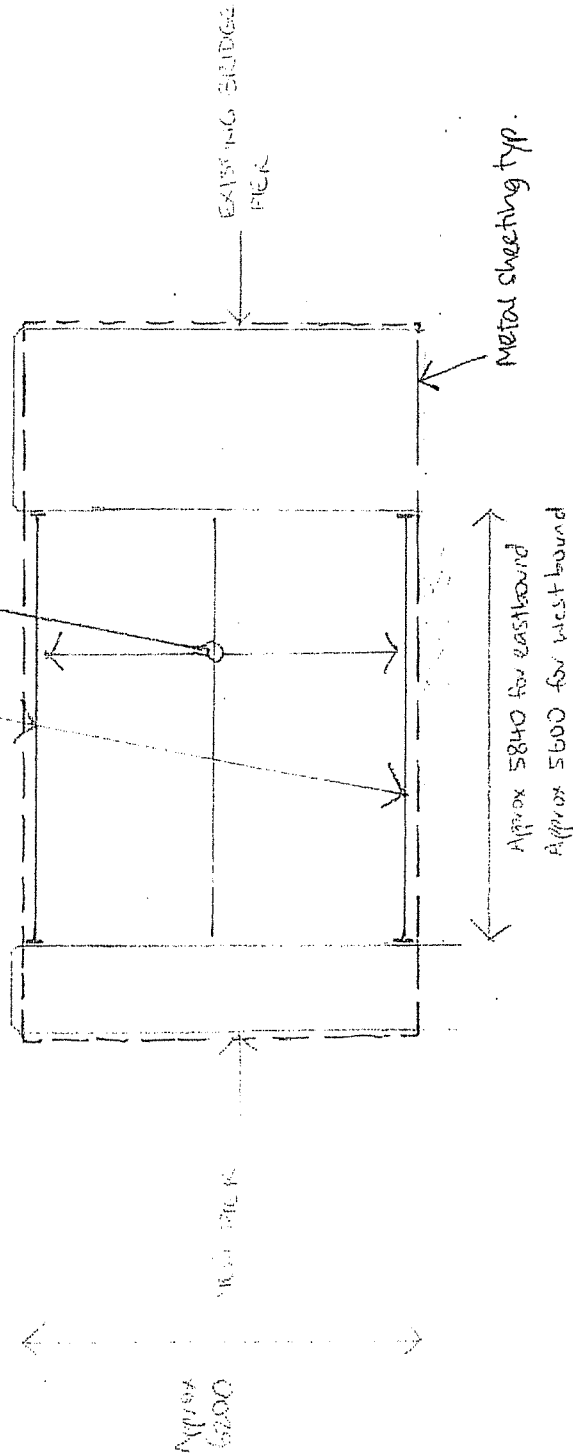




BRIDGE OVER CLUNIES ROSS ST

150 LIGHT GIRL SECTIONS (C)
 AT 1200 SPACING TYP. WITH
 ONE ROW OF BRIDGING CENTRAL.

200 PFC TOP &
 BOTTOM EACH FACE



CLADDING DETAIL

PLAN

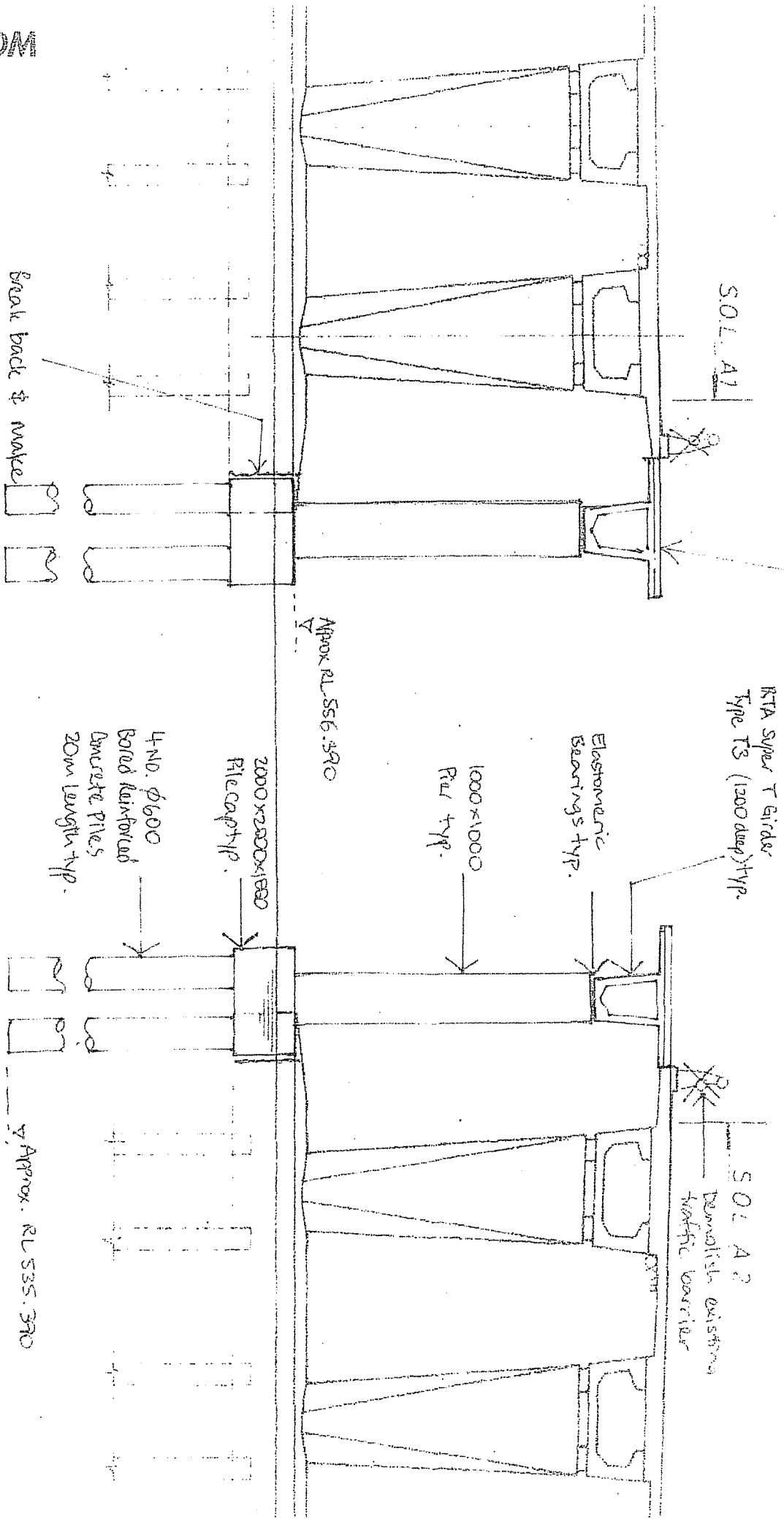
SULLIVANS CREEK BRIDGE



Break back & make good existing pilecap. Place compressible material between new & existing pilecap

SECTION (5)

SULLIVANS CREEK BRIDGE



50 asphalt on 180 thick slab typ.

RTA Super T Girder Type TS (1200 deep) typ.

S.O.L. A2 Demolish existing traffic barrier

Remedial Works						
Works undertaken ☐ No works required ☐ Temporary works completed on: ____/____/____ ☐ Permanent works completed on: ____/____/____ ☐ Referred to:	Works proposed ☐ No works proposed ☐ Temporary works proposed in: _____ ☐ Permanent works proposed in: _____ ☐ Referred to:					
<table style="width: 100%; border: none;"> <tr> <td style="width: 33%; border: none;">Officers Name</td> <td style="width: 33%; border: none;">Section</td> <td style="width: 33%; border: none;">Signature</td> <td style="width: 33%; border: none;">Date: ____/____/____</td> </tr> </table>		Officers Name	Section	Signature	Date: ____/____/____	
Officers Name	Section	Signature	Date: ____/____/____			
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 10%; text-align: right;">Act costs :</td> <td style="width: 20%; text-align: center;">Material \$</td> <td style="width: 20%; text-align: center;">Plant \$</td> <td style="width: 20%; text-align: center;">Labour \$</td> <td style="width: 30%; text-align: center;">Total \$</td> </tr> </table>		Act costs :	Material \$	Plant \$	Labour \$	Total \$
Act costs :	Material \$	Plant \$	Labour \$	Total \$		
Return to Operational Support Unit after completion of remedial works or assessment, by no later than 30/12/2009						

Mayers, Cathy

From: Canberra Connect Customer Services [canberraconnect@act.gov.au]
Sent: Monday, 30 November 2009 3:10 PM
To: Roads
Subject: ACT Government [Incident: 091130-002263] Forwarded to Agency -Actioned 30/11/2009 - TMS -TR 09/02280

Canberra Connect Customer Support Centre has forwarded the message below, which has been generated from the online customer feedback system and automatically referred to your mailbox based on selections made by the customer. Canberra Connect is responsible for forwarding customer comments to the 'owner' business to enable an appropriate reply to be generated.

If this feedback does not relate to your business unit, please return this message to canberra.connect@act.gov.au and it will be redirected to the correct area.

Contact Information

Email Address:
First Name:
Surname:
Type:
Title:
Contact Type:

Reference No091130-002263

Summary: With the additional traffic flowing from the GDE,
can I suggest upgrading Par...
Category Level 1: Transport, Road & Traffic Category Level 2: Roads
Date Created: 30/11/2009 03.09 PM
Last Updated: 30/11/2009 03.09 PM
Status: Forwarded to Agency
Assigned:
Comment Category: Suggestion
Agency Forwarded To: TAMS - CIS - Roads ACT
Custom Forward?:
PSI Transaction Type:
Call Centre CSR :
Call Type: Inbound Call
Call Status:
Route Number:
Bus Registration:
Departure Time:
ACTION Incident Cat:
Country:
Occupation:

Street Name

Suburb

Direction of Travel

Discussion Thread

Customer - 30/11/2009 03.09 PM
With the additional traffic flowing from the GDE, can I suggest upgrading Parkes Way from 2 lanes each way to three lanes. Particularly between the Acton tunnel and the

Glennoch Interchange.

Auto-response - 30/11/2009 03.09 PM

(SA) The ACT Government has received your comment or feedback. You should expect a response from us within 10 working days.

Would you please arrange for your response to be forwarded to this customer within ten days, and a copy e-mailed to canberraconnect@act.gov.au for our records. All Customer Comments are identified by a unique Reference Number, which has been provided to the customer for enquiries. Please ensure the Reference Number is included as part of your response.

The contents of the customer e-mail message is reproduced above.

Queries regarding this e-mail should be directed to canberraconnect@act.gov.au.

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McLean, Jock

From: Weeks, Rod [Rod.Weeks@aecom.com]
Sent: Tuesday, 4 October 2011 4:31 PM
To: McLean, Jock
Cc: McHugh, Ben
Subject: Parkes Way Widening Updated DR Documentation
Attachments: RFT - Parkes Way Widening revA.doc; DR Report.pdf; Appendix A Lighting DR Report.pdf; DR Appendix B - EPBC Act Self-assessment v1-0.pdf; Appendix C Parkes Way Widening Tree Assessment.pdf

Hi Jock

RFT draft and DR report attached. Drawings on CD are being forwarded under separate cover. Following the final Verification Review here a some minor amendments required to the DR drawings prior to reving up to Tender Issue.

In the RFT there are some paragraphs highlight in yellow for your perusal and comment.

I can send you the fully priced Schedule of Rates if you require.

Regards

request at 151

Rod Weeks

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Shared Services Procurement

Parkes Way Widening Glenloch Interchange to Edinburgh Avenue

Tender No 15648.330

Tender Documents

October 2011

Prepared by **AECOM**

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Template Version 11.2 of 28 July 2011

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lee-mnnc.aldwell@act.gov.au NOTICE TO TENDERERS

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

NT 01 DESCRIPTION OF THE WORKS

The works under Project No.15648.330 consist of the widening of Parkes Way, between Commonwealth Avenue and Glenloch Interchange to provide three lanes of travel in both directions. The works include, but are not limited to: widening, strengthening and the replacement of some bearings for the 4 bridges at Clunies Ross Street and Sullivans Creek, demolition of redundant kerbing, stormwater drainage and guardrails, relocation of street lighting from the median to the verges between the Glenloch interchange and Clunies Ross Street, new pavements, stormwater and subsoil drainage for the new median located traffic lanes, guardrail systems, replacement of the Acton Tunnel lighting and wall linings, temporary traffic manage, environmental controls and ancillary works.

NT 02 DESCRIPTION OF THE SITE

The works are located on the existing eastbound and westbound carriageways of Parkes Way between the Glenloch Interchange and Edinburgh Avenue.

NT 03 SITE VISIT

Unauthorised access to the tunnel control room is not permitted. A site meeting will be arranged for all Tenderers to inspect the control room. The date and time of the inspection will be advised at the Pre Tender briefing.

No specific permission is required to visit the remainder of the Site

A briefing for Tenderers has been arranged. Refer to Section CT 1.5. for details.

NT 04 COST OF REQUEST OF TENDER DOCUMENTS

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

NT 05 RESERVED

NT 06 DOCUMENTS FOR INFORMATION ONLY

The documents listed below are furnished for the convenience of the Tenderer and are available for inspection at AECOM and within the following times 8:30am to 5:30pm during the Tender period.

- Works As executed drawings for Clunies Ross Street Bridge.
- Works As executed drawings for Sullivans Creek Bridge.
- Works As executed drawings for Acton Tunnel Asbestos lighting including wall and ceiling linings.
- Geotechnical Investigation Report; Proposed Parkes Way Widening, Glenloch interchange to Edinburgh Avenue, August 2011. This report covers subsurface and likely excavation conditions for pavements and retaining wall as well as the composition of the existing shoulder.

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It should be noted that the borehole information shown on the Work-as-Executed drawings for the existing bridges has been used to design the piling for the widening of both bridge structures.

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

NT 07 CONDITIONS OF TENDER

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

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

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

NT 08 GENERAL CONDITIONS OF CONTRACT

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

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

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

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

NT 09 STATUTORY HOLIDAYS AND CHRISTMAS BREAKS

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

NT 10 BRIEFING OF UNSUCCESSFUL TENDERERS

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

NT 11 PROJECT FUNDING

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

NT 12 CODE OF TENDERING

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

NT 13 NATIONAL COMPETITION POLICY

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

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

NT 14 PARTNERING AGREEMENT

In support of the Government's commitment to construction industry reform, the Principal is willing to participate in the reform initiative referred to as "Partnering". This will involve the successful Tenderer and the Principal, in association with the superintendent for the Works and other stakeholders, entering into a co-operative agreement ("Partnering Agreement") to establish and pursue working arrangements and procedures that will facilitate a team approach to the management of the proposed contract.

The General Conditions of Contract will form the framework in which the contract is executed, the Partnering Agreement is intended to establish the basis of improved co-operative management to achieve more effective and harmonious practices and result in benefits due to improved efficiency. This Partnering Agreement will not create any legal obligations.

Partnering is an opportunity to obtain commitment from all stakeholders at the beginning of the Contract to agreed goals and objectives, including:

- commitment to the construction of a quality product;
- willingness to review programs to eliminate, compensate for or minimise delays;
- achievement of a high standard of safety in work practices;
- completion of the project with no disputes;
- completion of the project within the accepted tender price;
- maintenance of a high level of protection of the local environment and waste minimisation; and
- streamlining of administrative procedures and review and revision to achieve continual improvements.

After award of the contract, senior representatives from the Principal and the successful Tenderer will meet to draft the basis of the Partnering Agreement. Subsequently, a meeting will be held with all stakeholders such as the Client's representative, inspection agency representatives and the superintendent for the Works to prepare the Partnering Agreement.

On conclusion of the Works the Principal and the successful Tenderer will jointly review the outcome of the Partnering Agreement identifying the benefits attained and areas where changes should be made to achieve improvements in future agreements.

NT 15 SHARED SERVICES PROCUREMENT WEBSITE AND INDUSTRY DEVELOPMENT

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

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

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

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

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

NT 16 ETHICAL BEHAVIOUR

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

NT 17 AFFIRMATIVE ACTION

The names of organisations not complying with *The Equal Opportunity for Women in the Workplace Act 1999* (Commonwealth) may be obtained from the Equal Opportunity for Women in the Workplace Agency at website:

http://www.eowa.gov.au/Reporting_And_Compliance/What_Happens_if_my_Report_does_not_Comply/List_of_Non_Compliant_Organisations.asp

CONDITIONS OF TENDER

CT1. GENERAL

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

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

CT1.01 DEFINITIONS

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

"Contact Officer" means the person specified in CT1.04.

"Form of Tender" means any one of the proforma documents contained in the RFT Documents entitled "Form of Tender".

"RFT Documents" means:

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

"Site" means the site for the Works identified in the RFT Documents.

"Superintendent" means the entity nominated by the Principal to superintend the Works.

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

"Tenderer" means the party submitting the Tender.

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

"Works" means the works to be executed as set out in the RFT Documents.

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

CT1.02 SUBMISSION OF TENDER

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

CT1.03 SECURITY OF DOCUMENTS

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

CT1.04 CONTACT OFFICER

1.04.1 The Contact Officer for this RFT is Marc Blackmore. The Contact Officer may be contacted by telephone on 02 6201 3023 or e-mail at marc.blackmore@ascom.com. All requests for information and advice must be referred to the Contact Officer.

1.04.2 The Principal is not liable for any verbal advice or information from the Contact Officer.

1.04.3 At the discretion of the Contact Officer, the Contact Officer may provide written answers to requests for information of a technical or contractual nature. All written answers to requests for information will be disseminated to all Tenderers without disclosing the source of the request for information or revealing a Tenderer's confidential information.

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

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

CT1.05 PRE-TENDER MEETING AND SITE INSPECTION

The Tenderer may attend the pre-tender meeting and Site inspection. This will be held at Shared Procurement Services – level 3/16 Challis Street Dickson 2602 ACT on 5th October 2011 at 10am. The attendance of the Tenderer is not mandatory in order for the Tender to be conforming. Issues raised at the pre-tender meeting will be recorded and issued as an addendum.

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CT2. PREPARATION OF TENDERS

CT2.01 TENDERER TO ACQUIRE INFORMATION

2.01.1 The Tenderer must obtain all information relevant to a Tender so that it may conform with the RFT Documents.

2.01.2 The Tenderer should:

- inspect the Site and its surroundings (after obtaining any necessary authorisation), examine the RFT Documents and any other information made available in writing by the Principal or the Contact Officer to the Tenderer for the purpose of tendering;
- examine all information relevant to the risks, contingencies, and other circumstances having an effect on its Tender and which is obtainable by the making of reasonable enquiries; and
- satisfy itself as to the correctness and sufficiency of its Tender and that its Tender Price covers the cost of complying with all the obligations provided for or implied in the RFT Documents and of all matters and things necessary for the due and proper performance and completion of the Works.

2.01.3 If the Tenderer finds any discrepancy, error or omission in the RFT Documents, the Tenderer must notify the Contact Officer immediately in writing giving details of the ambiguity, discrepancy, error or omission before the date and time for closing of Tenders.

CT2.02 PREQUALIFICATION

A Tender will not be considered further if the Tenderer does not have current prequalification for category R3 B3 F20 or higher in accordance with the Principal's prequalification requirements at the date and time for closing of Tenders and must be current at the time of award of the contract.

CT2.03 MANAGEMENT SYSTEMS

2.03.1 The Principal's supplier prequalification policy requires that the Tenderer's management systems satisfy the requirements of both the relevant Australian Standards and the Principal's prequalification requirements. Current management system requirements are for quality, Occupational Health Safety and Rehabilitation and Environmental Management.

2.03.2 For the purpose of tender assessment, short-listed Tenderers may be required to submit:

- a copy of the company's controlled procedure for establishing a project quality plan; and
- a sample or draft project quality plan prepared in accordance with the above procedure.

Refer to CT3.01

2.03.3 Assessment of Tenders may take into account the Tenderer's past performance with respect to the development and implementation of project quality plans including inspection and test plans, the competency and skills of the Tenderers' employees and their ability to work within the Tenderer's Quality System. It may also be necessary for the Principal or an approved agent of the Principal to conduct an assessment of the Tenderer's Quality System.

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CT2.04 NATIONAL CODE OF PRACTICE FOR THE CONSTRUCTION INDUSTRY

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

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

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

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

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

CT2.05 COLLUSIVE ARRANGEMENTS

2.05.1 The National Code of Practice for the Construction Industry, under the heading "Relationships", requires that the Tenderer acts honestly. Consequently, in addition to the submission of a form of undertaking identical to Schedule 1, the Tenderer confirms that:

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

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

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

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CT2.06 CONFLICT OF INTEREST

A Tenderer with a conflict of interest must immediately disclose the conflict of interest to the Principal through the Contact Officer. If a conflict of interest or a risk of a conflict of interest arises after lodgement of the Tender and prior to the completion of the Tender process, the Tenderer must immediately disclose that conflict of interest to the Principal.

CT2.07 EXCHANGE OF INFORMATION BETWEEN GOVERNMENT AGENCIES

2.07.1 By tendering for the Works, the Tenderer authorises the Principal to obtain from or make available, to the extent permitted by law, any ACT Government department or agency, or any other government department or agency, information including, but not limited to, information dealing with the Tenderer's performance during any previous or current contract for services similar to those sought in this RFT. Without limitation, such information may be used for Government purposes including assessment of suitability for registration, pre-qualification, selective tender lists or the award of a contract.

2.07.2 The provision of information by the Principal to any other ACT Government department or agency, or any other government department or agency, is a communication in circumstances of qualified privilege and the Tenderer will have no claim against the Principal, in defamation or otherwise, in respect of any matter arising out of the provision or receipt of such information, including any claim for loss to the Tenderer arising out of the communication.

2.07.3 As part of the evaluation of a Tender, the Principal may take into account any information about the Tenderer that the Principal receives from any source.

2.07.4 During the course of the Contract, the successful Tenderer's performance will be monitored and assessed. Performance assessment reports, including substantiated reports of unsatisfactory performance, may be taken into account by ACT Government departments and agencies and may result in future opportunities for ACT Government contracts or work being restricted or lost.

CT2.08 PROPRIETARY NAMES

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

CT2.09 ALTERNATIVE TENDER

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

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

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

CT2.10 CUSTOMS, DUTIES AND TAXES

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

CT2.11 CONSTRUCTION PROGRAM

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

CT2.12 ADDENDA

- 2.12.1 Addenda to the RFT Documents may be issued by the Principal prior to the closing of Tenders. If the Tenderer is in doubt as to the true meaning of any part of the RFT Documents, the Tenderer should immediately notify the Contact Officer and obtain clarification of the RFT Documents. The Principal will not be responsible for any other clarification or interpretation.

- 2.12.2 Any clarification of a technical or contractual nature will be made only by formal addendum to the RFT Documents. Each addendum, together with any documentary information, issued to a Tenderer will be distributed to each person or organisation that has obtained a set of RFT Documents from the Contact Officer.

- 2.12.3 The Tenderer must in completing the Form of Tender acknowledge the addenda received by the Tenderer and that the Tender includes due allowance for the addenda. Any Tender submitted which does not acknowledge all addenda issued by the Principal on the Form of Tender may be deemed to be a nonconforming Tender. All addenda issued will become part of the RFT Documents and will form part of the contract.

- 2.12.4 The Principal may extend the Tender period when an addendum is issued.

CT2.13 OWNERSHIP OF TENDERS

- 13.1 All Tenders will become the property of the Principal subject to this Section CT2.13. Tenderers retain the intellectual property rights in their Tenders. The Tenderer, by its submission of a Tender, authorises the Principal to copy, reproduce, use or supply intellectual property of the Tenderer for any purpose in respect of the assessment of the Tender.

- 2.13.2 The Tenderer will ensure that no third party intellectual property rights are infringed by the Territory's use of the Tender.

CT2.14 CONFIDENTIALITY AND DISCLOSURE

- 2.14.1 Tenderers should be aware that:

- (a) the Territory may be required to disclose information, either under the *Freedom of Information Act 1982* ("FOI Act") or by the responsible Minister in the Legislative Assembly;
- (b) the *Government Procurement Act 2001* (ACT) ("GPA") requires a public text of contracts entered into by the Territory or a Territory entity for the procurement or disposal of goods or services over \$20,000.00 to be made available to the public within 21 days of the contract being entered into; and
- (c) only certain information can be treated as confidential under the GPA.

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

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

CT2.15 COSTS OF TENDERING

The Principal will make no payment to a Tenderer:

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

CT2.16 WORKING HOURS AND WORKING DAYS

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

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

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CT2.17 ETHICAL SUPPLIERS DECLARATION

The Tenderer must fully complete the *Ethical Suppliers Declaration* (in the form set out in Schedule 2). Tenders not accompanied by this declaration will be regarded as non-conforming. Failure to supply information in full in a Declaration may render the Tender non-conforming. If any section of the Declaration is not applicable, then 'Not Applicable' is to be written in that section. Tenderers must check that the 'ACN' and 'ABN' accurately correlate with the name of the Tenderer.

CT2.18 AFFIRMATIVE ACTION

The Principal will not enter into a contract with a contractor named by the Equal Opportunity for Women in the Workplace Agency as an employer currently not complying with the *Equal Opportunity for Women in the Workplace Act 1999* (Commonwealth) ("the Act"). Information about the Act may be obtained from the Equal Opportunity for Women in the Workplace Agency. Refer to:

http://www.cowa.gov.au/Reporting_and_Compliance/What_Happens_if_my_Report_does_not_Co_mply/List_of_Non_Compliant_Organisations.asp

CT2.19 RESEVED

CT3. SUBMISSION OF TENDERS

CT3.01 DOCUMENTS TO BE LODGED BY TENDERER

- 3.01.1 Listed below are all the documents that must be completed and lodged with a Tender for the Tender to be conforming:

- (a) documentation addressing the criteria specified in Section CT4.01;
- (b) copy of the Tenderer's ACT prequalification certificate;
- (c) completed Form of Tender and Tender Schedule each signed by the Tenderer;
- (d) priced Bill of Materials; and Schedule of Prices;
- (e) construction program;
- (f) Schedule 1 – Form of Undertaking of Compliance with the National Code of Practice for the Construction Industry;
- (g) Schedule 2 – Ethical Suppliers Declaration; and
- (h) a statement as to the applicability of the Tenderer's current environmental authorisation or environmental protection agreement to the Works.

- 3.01.2 Details of the required environmental authorisation or environmental protection agreement may be obtained by contacting the Department of the Environment, Climate Change Energy and Water, Environment Protection Authority on telephone (02) 13 22 81.

- 3.01.3 The Tenderer must:

- (a) if a person, state his or her name in full and address, and sign the Form of Tender;
- (b) if it is a partnership, state the name of the partnership and the name in full and address of the partner signing the Form of Tender on behalf of the partnership; or
- (c) if it is a corporation, state its ACN, its name and registered address and the Form of Tender must be executed under the company's company seal and/or by the company's authorised officers.
- 3.01.4 The Tender must be for the whole of the Works unless the RFT Documents otherwise provide. The Tenderer must not alter or add to any RFT Document except as required or permitted by these Conditions of Tender.

Documents to be lodged after Tenders close

- 3.01.5 To assist in the evaluation process, a Tenderer may be requested to submit additional information during the Tender evaluation period. For example:

- (a) with regard to the *National Code of Practice for the Construction Industry* ("Code"):
- (i) how the Tenderer has complied with the Code in the past;
- (ii) how the Tenderer intends to comply with the Code in performing the Contract should the Tenderer be the successful Tenderer; and
- (iii) if subcontractors have been specified in the Tender, the information detailed in paragraphs (i) and (ii) in relation to each subcontractor;
- (b) with regard to the Tenderer's Ethical Suppliers obligations (see Schedule 2 – Ethical Suppliers Declaration):
- (i) how the Tenderer has complied with its Ethical Suppliers obligations in the past;
- (ii) how the Tenderer intends to comply with its Ethical Suppliers obligations in performing the Contract should the Tenderer be the successful Tenderer; and
- (iii) if subcontractors have been specified in the Tender, the information detailed in paragraphs (i) and (ii) in relation to each subcontractor;
- (c) with regard to the Tenderer's quality assurance system:
- (i) a copy of the Tenderer's controlled procedure for establishing a project quality plan; and
- (ii) a sample or draft project quality plan prepared in accordance with the above procedure; and
- (d) with regard to the Tenderer's financial capability, written confirmation from proposed suppliers and/or subcontractors that the Tenderer has the necessary credit facilities with the supplier or subcontractor to provide materials and/or services during the Contract period.

Environment and Waste Management

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- 3.01.6 The Tenderer must submit as part of its Tender a draft or sample environmental management plan, including a waste management plan, which addresses the responsibilities, policies, procedures and performance standards to be met by all parties involved in the proposed contract. The plan must include details of:
- (a) temporary measures to be implemented and monitored which will ensure compliance with the *Environment Protection Act 1997* ("Act");
 - (b) temporary and permanent measures that will mitigate against the negative impact of the Works on the environment;
 - (c) frequency and nature of testing for compliance with environmental standards;
 - (d) measures for compliance with the Act to be implemented during the contract defects period; and
 - (e) Hold Points and Witness Points.

Occupational Health Safety and Rehabilitation Plan

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

Lodgement of Tenders

- 3.01.9 Tenders lodged with the Principal after the advertised tender closing time or at such other time as may be notified to the Tenderer in writing by the Principal will be considered late and not further assessed except in accordance with Clause 6.3 of AS4120-1994 *Code of Tendering*.
- 3.01.10 For the Tender to be a conforming Tender, the Tenderer must lodge the Tender in accordance with sections 3.01.11 and 3.01.12.
- 3.01.11 A Tender must be enclosed in a sealed envelope marked "T15648.330" with the Project Name and Number must be either posted or hand delivered to:

The Tender Box
Ground Floor North
Dame Pattie Menzies House
16 Challis Street
Dickson ACT 2602

Tenders will close at 2PM on 27th October 2011...
or at such other time as may be notified to the Tenderer in writing by the Principal.

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

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

CT3.02 TENDER VALIDITY PERIOD

The Tender must remain valid and open for acceptance for a period of 90 days from the time and date for the closing of Tenders. The Tenderer may withdraw its Tender after the expiration of this period. The Tender will not lapse by reason of any discussions or correspondence between the Principal and the Tenderer which occur during this period.

CT4. PROCEDURES AFTER TENDERS CLOSE

CT4.01 ASSESSMENT OF TENDERS

- 4.01.1 This Tender will be assessed in accordance with the *Government Procurement Act 2001* as amended.
- 4.01.2 The Principal may require a consultant to provide an independent tender report. The Principal will consider the consultant's advice but is not bound by it.
- 4.01.3 The responses to threshold criteria are "yes" or "no". Any Tender receiving a "no" response to a threshold criterion will not be considered any further.
- 4.01.4 As well as conformity with the RFT Documents, the criteria in the following table will be taken into consideration by the Principal in the assessment of the value for money offered by any Tender.
- 4.01.5 Assessment methodologies may involve scoring Tenderers against the listed criteria in accordance with pre-determined weighting of these criteria based on their relative importance to the Principal. Tender submissions should include all relevant documentation the Tenderer wishes to have considered in this assessment process.
- 4.01.6 After initial assessment, Tenderers may be shortlisted for further detailed analysis which may include interview by the Superintendent and/or the tender evaluation team. A preferred Tenderer may be selected and further negotiations entered into. This does not constitute an offer of a contract and no legal obligations will arise.

Assessment Criteria

MANDATORY CRITERIA	
PREQUALIFICATION to R3 B3 F20	Y/N
ASSESSABLE (SCORED) CRITERIA	
	Score: Acceptable/ High Risk
Technical Criteria (To be addressed in Tender submission):	

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T1 - Tender Submission demonstrates that the tenderer has the Technical Capacity and Resources to complete the project (nominated team details and key sub-contractors required, plus other workload commitments)	A/H
T2 - Tender Submission demonstrates that the tenderer has relevant experience from previously completing similar projects (reference details required) Also recent Shared Services Procurement reports may be referred to.	A/H
T3 - Tender Submission demonstrates that the tenderer has planned the Project to complete it within the Contract Period (draft program required)	A/H
T4 - Tender Submission demonstrates a clear understanding of the contract requirements	A/H
T5 - Tender Submission demonstrates that the tenderer will be able to manage the traffic management issues effectively	A/H
Financial Criterion:	
F2 - Analysis of the financial offer including rates in the Bill of Quantity. Sensitivity analysis of cost involved in the extension of provisional quantities / foreseeable variation. (Tenderers are not required to address this criteria)	A/H

Value for Money
The Tender that meets the Project Requirements and Mandatory Criteria, for a price that is justified by the level of risk to the Territory (based on the Technical and Financial Criterion above)

Scoring Regime	
Rating	Description
Acceptable Risk	The Tender represents a workable level of risk, typical of what the Principal would be expected to bear for this type of procurement.
High Risk	The Tender represents a level of risk higher than "acceptable risk," and/or the tender contains risks not present in other tenders, and/or the project would reasonably be anticipated to cost more than the tendered price, take longer than a reasonable time to complete, or pose a significantly greater risk to achieving the required quality product.

CT4.02 ADJUSTMENT OF TENDER

Lump Sum

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

Schedule Of Rates

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

for that item of work will be adjusted accordingly. If an adjustment is made, the total sum in relation to all the items of work in the Schedule of Rates will be adjusted accordingly.

CT4.03 NONCONFORMING TENDERS

- 4.03.1 A Tender that is:
- (a) at variance with or does not respond to or does not fully comply with any requirement of this RFT; or
 - (b) contains erasures or is illegible,
- may be deemed to be nonconforming.
- 4.03.2 The Principal may, in respect of a Tender that is nonconforming or which has been deemed by the Principal as nonconforming:
- (a) reject and not further consider the Tender;
 - (b) ignore any nonconformance in the Tender; or
 - (c) if it is possible to correct the nonconformance without damaging the probity of the tender process, permit the Tenderer to do so.

CT4.04 ADDITIONAL INFORMATION TO BE PROVIDED

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

CT4.05 COMPLAINTS DURING THE TENDER PERIOD

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

CT4.06 SELECTION OF PREFERRED TENDERER

- 4.06.1 On conclusion of the evaluation process, the Principal may:

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FORMAL INSTRUMENT OF AGREEMENT

THIS DEED made the.....day of.....20...

BETWEEN: ACN [INSERT] ("Contractor")

AND

AUSTRALIAN CAPITAL TERRITORY, the body politic established by section 7 of the *Australian Capital Territory (Self-Government) Act 1988* (Commonwealth) ("Principal") represented by the Shared Procurement Services

BACKGROUND

The Principal requires certain work to be undertaken (insert project title and number) ("Works") and has accepted a tender by the Contractor for the execution of the Works.

IT IS AGREED as follows:

- In accordance with CT4.07.4 of the Conditions of Tender, this Deed confirms the Contract comprising:
 - the RFT Documents (excluding the Notice to Tenderers) for the Works;
 - letter of acceptance from the Principal to the Contractor for the Works;
 - the conditions contained in AS2124 *General Conditions of Contract* (not attached to this contract document);
 - Annexure to the General Conditions of Contract;
 - Amendments to AS2124 *General Conditions of Contract*;
 - Special Conditions of Contract;
 - Specifications;
 - Schedule of Drawings;
 - the Contractor's Tender including an executed Form of Tender;
 - Preamble to Bill of Quantities;
 - (Priced) Bill of Quantities;
 - Schedule of Prices;
 - Correspondence; and
 - Drawings (Annexure A).
- The Contractor must complete the Works in accordance with this Deed.
- In consideration of the Contractor fulfilling its obligations under this Deed, the Principal will pay the Contractor the Contract Sum in accordance with this Deed. Under the Contract, "Contract Sum" means the Tender Price accepted by the Principal in accordance with CT4.07.3.
- This Formal Instrument of Agreement must be executed by the Contractor and returned to the Principal within 14 days of receipt by the Contractor of the Formal Instrument of Agreement from the Principal.
- This Deed supersedes any prior representations, negotiations, writings, memoranda and agreements in relation to the Works.
- Despite the date of execution of this Deed, this Deed will be effective from the date the Principal accepts the Contractor's Tender in accordance with CT4.07.2 of the Conditions of Tender.

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EXECUTED AS A DEED

SIGNED for and on behalf of
the Principal

in the presence of:

Signature of Witness

Print Name of Witness

SIGNED for and on behalf of

(Name of Contractor)

ACN/ABN

in the presence of:

Signature of Witness

Print Name of Witness

Signature of Authorized Representative

Print Name

Signature of Authorized Signatory

Print Name and Office Held

Signature of Authorized Signatory

Print Name and Office Held

Note

Company: This form must be signed in accordance with either section 126 or section 127 of the *Corporations Act 2001* (Cwlth), for example, by 2 directors or a director and a secretary.

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

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

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

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ANNEXURE TO THE GENERAL CONDITIONS OF CONTRACT

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

The law applicable is that of the Territory of:	Australian Capital Territory
(Clause 1)	
Payments under the Contract must be made at:	Shared Services Procurement Level 3 North Dame Pattie Menzies House DICKSON ACT 2602
(Clause 1)	
The Principal:	Australian Capital Territory
(Clause 2)	
The address of the Principal:	C/- Shared Services Procurement PO Box 818 DICKSON ACT 2602
Facsimile number of Principal:	
(Clause 7)	
Email address of the Principal for the purpose of serving notices or other communications, other than Payment Claims:	Joek McLearn@act.gov.au
(Clause 7)	
Email address of the Principal for the purpose of serving Payment Claims in accordance with Clause 42:	ACTProcurementPaymentClaims@act.gov.au
(Clause 42)	
The Contractor	
The address of the Contractor	
Facsimile number of the Contractor:	
(Clause 7)	
Email address of the Contractor:	
(Clause 7)	
The Superintendent:	AECOM Australia Pty Ltd
(Clause 2)	
The address of the Superintendent:	Level 2/ 60 Marcus Clark St Canberra ACT 2600.....
Facsimile number of the Superintendent:	Not Applicable
(Clause 7)	
Email address of the Superintendent:	marr.blackmore@aecom.com
(Clause 7)	
Limits of accuracy applying to quantities for which the Principal accepted a rate or rates:	Not Applicable
(Clause 3.3(b))	

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Bill of Quantities—the alternative applying: (Clause 4.1)	Alternative One
The time for lodgement of the priced copy of the Bill of Quantities: (Clause 4.2)	With lodgement of Tender
Contractor must provide security in the amount of: (Clause 5.2)	Refer to Special Condition of Contract 8.02.
Principal must provide security in the amount of: (Clause 5.2)	Nil
The period of notice required of a party's intention to have recourse to retention moneys and/or to convert security: (Clause 5.5)	Not Applicable See Special Condition of Contract 1.03
The percentage to which the entitlement to security and retention moneys is reduced: (Clause 5.7)	
Interest on retention moneys and security - the alternative applying: (Clause 5.9)	Alternative Two
The number of copies to be supplied by the Principal: (Clause 8.3)	Three
The number of copies to be supplied by the Contractor: (Clause 8.4)	
The time within which the Superintendent must give a direction as to the suitability and return the Contractor's copies: (Clause 8.4)	Fourteen days
Work which cannot be subcontracted without approval: (Clause 9.2)	All works with an estimated subcontract sum of the greater of \$50,000 or 15% of the head contract sum.
The percentage for profit and attendance: (Clause 11 (b))	10%
The amount or percentage for profit and attendance: (Clause 11 (c))	10%
Insurance of the Works the alternative applying: (Clause 18)	Not Applicable. See Special Condition of Contract 1.07
The assessment for insurance purposes of the costs of demolition and removal of debris: (Clause 18(ii))	Not Applicable. See Special Condition of Contract 1.07
The assessment for insurance purposes of consultants' fees: (Clause 18(iii))	Not Applicable. See Special Condition of Contract 1.07
The value of materials to be supplied by the Principal: (Clause 18 (iv))	Not Applicable. See Special Condition of Contract 1.07

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The additional amount or percentage: (Clause 18(v))	Not Applicable. See Special Condition of Contract 1.07
Public Liability Insurance the alternative applying: (Clause 19)	Not Applicable. See Special Condition of Contract 1.07
The amount of Public Liability Insurance will be not less than: (Clause 19)	Not Applicable. See Special Condition of Contract 1.07
The time for giving possession of the Site: (Clause 27.1)	Fourteen Days or upon receipt of Contractor's insurance documents whichever is the later subject to the limitations nominated in Special conditions of Contract 8.03.
The Date for Practical Completion: (Clause 35.2)	Refer to Special Condition of Contract 8.03.
Liquidated Damages per day: (Clause 35.6)	Refer to Special Condition of Contract 8.03
Limit of Liquidated Damages: (Clause 35.7)	Unlimited
Bonus per day for early Practical Completion: (Clause 35.8)	Refer to Special Condition of Contract 8.03
Limit of bonus: (Clause 35.8)	Unlimited
Extra costs for Delay or Disruption: (Clause 36)	Nil
The Defects Liability Period: (Clause 37)	Refer to Special Condition of Contract 8.03
The Charge for overheads, profit, etc for Daywork: (Clause 41 (i))	12.5%
Times for Payment Claims: (Clause 42.1)	The 7 th day of each month (however is that day is not a Business Day, then the first Business Day following the 7 th day of the month)
Unfixed Plant and Materials for which payment claims may be made notwithstanding that they are not incorporated in the Works: (Clause 42.1 (12))	Nil
Retention Monies on: (Clause 42.3)	Not applicable, See Special Condition of Contract 8.02.
Unfixed Plant or Materials the alternative applying: (Clause 42.4)	Alternative Three
The delay in giving possession of the Site which shall be a substantial breach: (Clause 44.7)	Fourteen days
The alternative required in proceeding with dispute resolution: (Clause 47.2)	Alternative Two

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The person to nominate an arbitrator: (Clause 47.3)	The person holding the position, for the time being, of Executive Director Shared Services Procurement
Location of arbitration: (Clause 47.3)	Australian Capital Territory
Territory Information: (Special Condition 13.01.1(c))	Not used"
Confidential Text (Special Condition 13.02.1)	Not used
Grounds for Confidentiality (Special Condition 13.02.4)	Not used

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AMENDMENTS TO AS2124-1992 GENERAL CONDITIONS OF CONTRACT

PART 1 AMENDMENTS TO AS2124

- 1.01 AS2124-1992
- 1.01.1 The conditions specified in these Amendments and the Special Conditions of Contract take precedence over the conditions specified in AS2124-1992 *General Conditions of Contract* ("AS2124-1992"). To the extent of any inconsistency between any provision in this Contract and in AS2124-1992, the provision in this Contract will prevail.
- 1.01.2 References to "Clause" in these Amendments are to a Clause in AS2124-1992. Unless the context otherwise requires, all definitions and terms used in this Part 1 (Amendments) have the same meaning as in AS2124-1992.
- 1.01.3 Add the following definitions to Clause 2 of AS2124 – 1992:
- 'BCISPA' means the *Building and Construction Industry (Security of Payment) Act 2009* (ACT);
- 'BCISPA Suspension' means the suspension of construction work or supply of related goods and services under section 29 of BCISPA
- 1.02 FORM OF SECURITY
- Delete Clause 5.3 and 5.5. See Special Conditions of Contract 8.02.
- 1.03 RECOURSE TO RETENTION AND CONVERSION OF SECURITIES
- Delete Clauses 5.5 and 5.6. See Special Conditions of Contract 8.02.
- 1.04 EVIDENCE OF CONTRACT
- 1.04.1 Delete Clause 6.1. See Conditions of Tender CT4.07.2.
- 1.04.2 Delete the first, second, third and fourth paragraphs of Clause 6.2. See Conditions of Tender CT4.07.4.
- 1.05 NOTICES
- Delete Clause 7 and substitute the following:
- Any notice required to be given or sent to a party or the Superintendent under this Contract, must be in writing and will be deemed to have been given:
- (1) if delivered by hand, on delivery;
- (2) if sent by prepaid mail, on the expiration of two Business Days after the date on which it was sent;

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- (3) if sent by facsimile, on the sender's facsimile machine recording that the facsimile has been successfully and properly transmitted to the recipient's address; or
- (4) if sent by electronic mail, on the recipient's acknowledgment of receipt by any means.

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

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

1.06 TERMINATION OF A NOMINATED SUBCONTRACT

Delete Clause 10.6 and substitute the following:

10.6 Termination of a Nominated Subcontract

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

07 INSURANCE OF THE WORKS AND PUBLIC LIABILITY INSURANCE

Delete Clauses 18, 19, 21.2, 21.3, 21.4 and 21.6 and substitute the following:

- (1) The Principal has arranged a policy ("Policy") for insurance of the Works with \$20 Million Public Liability coverage through Marsh Pty Ltd. The Policy Number is 14 A145898 CAR and the insurer is QBE Insurance (Australia) Limited. The Principal will maintain the Policy while the Contractor has an interest in it, and the Principal will pay all the premiums.
- (2) The Policy is in the names of the Principal, all Contractors, Subcontractors, Construction Managers and Project Managers.

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- (3) The Contractor must obtain a copy of the Policy and must familiarise itself with the detail, conditions and scope of the Policy. A copy of the Policy may be obtained from:

Manager, Capital Contracts and Prequalification
Shared Services Procurement
Level 3 North,
Dame Pattie Menzies House
16 Challis Street
DICKSON, ACT, 2602.

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

- (5) The Contractor:

- (a) warrants that it has read the Policy and understands it; and
- (b) must ascertain whether it requires additional insurance in relation to this Contract.

- (6) The existence of the Policy will not:

- (a) limit the liability of the Contractor to:
 - (i) deliver up the Works completed in all respects in accordance with the Contract; or
 - (ii) third parties; or
- (b) prevent the Contractor from effecting any additional insurances if so desired at the Contractor's cost.

Notice of Potential Claims

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

Level 5, 60 Marcus Clarke Street
GPO Box 306
Canberra ACT 2601
Telephone: (02) 6279 3300
Facsimile: (02) 6279 3320

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

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1.08 WORKING HOURS

Clause 32 is amended by the addition of the following:

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

1.09 EXTENSIONS OF TIME FOR PRACTICAL COMPLETION

1.09.1 Delete Clause 35.5 (b) (ii)

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

1.10 DELAY OR DISRUPTION COSTS

Clause 36 is qualified by the following:

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

1.11 PAYMENT FOR UNFIXED IMPORTED PLANT AND MATERIALS

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

1.12 PAYMENT CLAIMS, PAYMENT SCHEDULES AND TIME FOR PAYMENT

Delete Clause 42 and replace with the following:

42.1 PAYMENT CLAIMS AND PAYMENT SCHEDULES

- (1) At the times for Payment Claims stated in the Annexure and upon issue of a certificate of Practical Completion and within the time prescribed by Clause 42.7, the Contractor shall give to the Principal (with a copy to the Superintendent) Payment Claims supported by evidence of the amount due to the Contractor and such information as the Principal may reasonably require. Payment Claims shall include:

- (a) identification of work to which the Payment Claim relates; and
- (b) the amount of the claim, determined by reference to the value of work carried out by the Contractor in the performance of the Contract to that time together with all amounts then due to the Contractor arising out of or in connection with the Contract or for any alleged breach of the Contract.

- (2) Payment Claims must be accompanied by:

- (a) all relevant calculations;
- (b) a completed statutory declaration provided in accordance with both Clause 43 and, if applicable, Special Condition 6.01.2(b) together with all required certificates as required under the Contract;
- (c) conformance records showing conformance with particular requirements of the Contract, as provided in the Contract, and the Certificates in the form of a Certificate of Compliance signed by the Contractor and also by any Consultants involved in the work, verifying that all work has been done in accordance with the Contract; and
- (d) any other information specified in the Contract to be supplied with the Payment Claim.

- (3) Payment Claims must not include amounts for:

- (a) work or materials not yet incorporated into the Works; and
- (b) claims not agreed to by the Principal or claims not yet determined.

- (4) When given a Payment Claim by the Contractor, the Principal must within ten Business Days:

- (a) if it agrees with the Payment Claim, adopt it as its assessment, and, may choose to give the Contractor a Payment Schedule; or
- (b) if it disagrees with the Payment Claim, give to the Contractor a Payment Schedule.

- (5) In the Payment Schedule the Principal must:

- (a) identify the Payment Claim to which it relates;
- (b) indicate the amount of the payment (if any) that the Principal proposes to make; and
- (c) if the amount of payment is less than the amount claimed in the Payment Claim, indicate why it is less and the reasons for withholding payment.

- (6) The Principal shall allow in any Payment Schedule issued pursuant to this Clause 42.1 or any Final Payment Schedule issued pursuant to Clause 42.8

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or a certificate issued pursuant to Clause 44.6, amounts paid under the Contract and amounts otherwise due from the Principal to the Contractor and/or due from the Contractor to the Principal arising out of or in connection with the Contract including but not limited to any amount due or to be credited under any provision of the Contract.

- (7) If the amount which the Principal proposes to pay is less than the amount claimed in the Payment Claim the Contractor may give notice under Clause 47, and if the Payment Claim is made under BCISPA, the Contractor may apply for adjudication for the difference.
- (8) Reasons why the amount specified in the Payment Schedule may be less than the amount claimed in the Payment Claim or for withholding payment may include (but are not limited to):
- (a) disagreement with the amount claimed in the Payment Claim;
 - (b) progressive retention of any amount required as security, retention money or a particular undertaking in accordance with Clause 5;
 - (c) the costs and estimated costs associated with remedying defects;
 - (d) amounts the Principal is otherwise entitled to withhold, set-off or otherwise deduct; and
 - (e) exclusion of amounts the Principal has not agreed, or is not required to pay in connection with any provision of the Contract.
- (9) If the Contractor fails to make a Payment Claim under Clause 42, the Principal may nevertheless issue a payment certificate, identifying the value of work the Principal believes has been carried out by the Contractor since the date of the last claim, or the commencement of the Contract, whichever is the latter.
- (10) Subject to the provisions of the Contract, including but not limited to:
- (a) Special Condition 12.01.2; and
 - (b) receipt by the Principal of each of the items specified at Clause 42.1(2),
- the Principal shall, within 28 days of receipt of a Payment Claim, pay to the Contractor, or the Contractor shall pay to the Principal as the case may be, the amount shown in the Payment Schedule as due to the Contractor or to the Principal as the case may be, or if no Payment Schedule has been given, the Principal shall pay the amount in the Payment Claim.
- (11) Payment by the Principal is not evidence that the Principal accepts the value, quantity or quality of work or that the Contractor has complied with the Contract or that the Contractor has any particular entitlement, and is payment on account only. Payments made by the Principal do not affect or prejudice either the Principal's or the Contractor's rights, powers, remedies or defences and are subject to review pursuant to the provisions of Clause 47 or otherwise as permitted by the Contract or by law.

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

Alternative 3

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

42.5 CERTIFICATE OF PRACTICAL COMPLETION

The Contractor shall give the Superintendent at least 14 days notice of the date upon which the Contractor anticipates that Practical Completion will be reached.

When the Contractor is of the opinion that Practical Completion has been reached, the Contractor shall in writing request the Superintendent to issue a Certificate of Practical Completion. Within 14 days of the receipt of the request, the Superintendent shall give to the Contractor and to the Principal a Certificate of Practical Completion certifying the Date of Practical Completion or give the Contractor in writing the reasons for not issuing the Certificate.

When the Superintendent is of the opinion that Practical Completion has been reached, the Superintendent may issue a Certificate of Practical Completion whether or not the Contractor has made a request for its issue.

42.6 EFFECT OF PAYMENT SCHEDULE

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

42.7 FINAL PAYMENT CLAIM

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

42.8 FINAL PAYMENT SCHEDULE

- (1) Within 14 days after receipt of the Contractor's Final Payment Claim or, where the Contractor fails to give such a claim, the expiration of the period specified in Clause 42.7 for the giving of the Final Payment Claim by the Contractor, the Principal shall give to the Contractor a Final Payment Schedule endorsed "Final Payment Schedule". In the Final Payment Schedule the Principal shall certify the amount which in the Principal's opinion is finally due from the Principal to the Contractor or

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- (12) Notwithstanding Clause 42.4, the Principal shall be required to pay for an item of unfixated plant and materials where that item is listed in the Annexure and which is not an item to be imported into Australia, provided the Contractor establishes to the satisfaction of the Principal that the Contractor has paid for the item, and the item is properly stored, labelled the property of the Principal and adequately protected.

Upon payment to the Contractor of the amount which includes the value of the item, the item shall be the property of the Principal free from any lien or charge.

Except as provided in the Contract, the Principal shall not be required to pay for any item of unfixated plant and materials which is not incorporated in the Works.

42.2 CORRECTION OF PAYMENT SCHEDULES

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

42.3 RETENTION MONIES

Not used – see Special Condition of Contract 8.02.

42.4 UNFIXED PLANT AND MATERIALS

Select from any of the following three alternatives:

Alternative 1

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

Alternative 2

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

- (a) such plant or materials have reasonably but not prematurely been delivered to or adjacent to the Site;
- (b) ownership of such plant and materials will pass to the Principal upon the making of the payment claimed; and
- (c) such plant or materials are properly stored, labelled the property of the Principal and adequately protected.

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from the Contractor to the Principal under or arising out of the Contract or any alleged breach of the Contract.

- (2) Unless either party, either before the Final Payment Schedule has been given or not later than 15 days after the giving of the Final Payment Schedule, serves a notice of dispute under Clause 47, the Final Payment Schedule shall be evidence in any proceedings of whatever nature and whether under the Contract or otherwise between the parties arising out of the Contract, that the Works have been completed in accordance with the terms of the Contract and that any necessary effect has been given to all the terms of the Contract which require additions or deductions to be made to the Contract Sum, except in the case of:

- (a) fraud, dishonesty or fraudulent concealment relating to the Works or any part of the Works or to any matter dealt with in the Final Payment Schedule;
- (b) any defect (including omission) in the Works or any part of the Works which was not apparent at the end of the Defects Liability Period, or which would not have been disclosed upon reasonable inspection at the time of issue of the Final Payment Schedule; or
- (c) any accidental or erroneous inclusion or exclusion of any work, plant, materials or figures in any computation or any arithmetical error in any computation.

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

42.9 INTEREST ON OVERDUE PAYMENTS

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

42.10 SET OFFS BY THE PRINCIPAL

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

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42.11 RECOURSE FOR UNPAID MONIES

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

42.12 ADDITIONAL INTERPRETATION

In the Contract except where the context otherwise requires:

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

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

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

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

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

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

1.13 INTEREST ON OVERDUE PAYMENTS

Not used – see Clause 42.9

1.14 TIME FOR NOTIFICATION OF CLAIMS

Clause 46 is amended as follows.

46.1 Contractor's Prescribed Notice

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

46.2 Time for Disputing Superintendent's Direction

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

1.15 ANNEXURES TO THE GENERAL CONDITIONS OF CONTRACT

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

1.16 APPROVED FORM OF UNCONDITIONAL UNDERTAKING

Not used – see Special Condition 8.02

1.17 CONDITIONS OF TENDERING

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

1.18 TENDER FORM

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

1.19 FORMAL INSTRUMENT

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

1.20 INSOLVENCY

Delete Clause 44.11 and substitute the following:

44.11 Insolvency

If a party –

- (a) becomes insolvent;
- (b) informs the other party in writing or creditors generally that it is insolvent;
- (c) commits an act of bankruptcy;
- (d) has a bankruptcy petition presented against it;
- (e) is made bankrupt;
- (f) has a meeting of its creditors called with a view to:
 - (i) entering a scheme of arrangement or composition with creditors; or
 - (ii) entering a deed of company arrangement;

- (g) has a deed of assignment or deed of arrangement made, or accepts a composition, or is required to present a debtor's petition or execute a personal insolvency agreement, or has a sequestration order made, under Part X of the Bankruptcy Act 1966 (Cth);
- (h) enters into a deed of company arrangement with creditors;
- (i) has a controller or administrator appointed or a receiver of its property or any part of its property appointed or a mortgagee take possession of any of its property;
- (j) is the subject of an application to a court for its winding up, which application is not stayed within 14 days;
- (k) is subject to a winding up order;
- (l) resolves by special resolution that it be wound up voluntarily (other than for a member's voluntary winding up);
- (m) has an execution levied against it by a creditor; or
- (n) makes any arrangement with its creditors or takes advantage of any statute for the relief of insolvent debtors –
 - (i) where the other party is the Principal, the Principal may, without giving a notice to show cause, exercise the rights under Clause 44.4(a) or Clause 44.4(b);
 - (ii) where the other party is the Contractor, the Contractor may, without giving a notice to show cause, exercise the right under Clause 44.9.

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

1.21 PAYMENT OF WORKERS AND SUBCONTRACTORS

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

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

1.22 TERMINATION BY FRUSTRATION

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

SPECIAL CONDITIONS OF CONTRACT

PART 2 DOCUMENTS

2.01 RESERVED

2.02 DIMENSIONS AND LEVELS

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

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

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

2.03 RESERVED

2.04 WORK-AS-EXECUTED DRAWINGS

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

2.04.2 If operation and maintenance manuals are required under the Contract, the Contractor must include in each manual a copy of each work-as-executed drawing relevant to that portion of the Works, revised to show any changes necessary for the satisfactory operation and maintenance of plant and equipment.

2.04.3 The work-as-executed drawings must be certified by a surveyor registered in the Territory. The Contractor must:

- (a) submit the number of copies of work-as-executed drawings required by the Contract in the same sheet size and standard drawing format as the Drawings; and
- (b) Complete and submit work-as-executed drawings and asset schedules in accordance with Requirements for Works as Executed Quality Records Ref No: 08.

2.05 OWNERSHIP AND USE OF CONTRACT MATERIAL

2.05.1 In this Contract:

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

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

PART 3 QUALITY ASSURANCE

3.01 INTERPRETATION

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

3.02 QUALITY SYSTEM REQUIREMENTS

3.02.1 The Contractor must:

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

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

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

3.03 PROJECT QUALITY PLAN AND PROGRAM OF WORK

3.03.1 The Contractor must prepare and supply to the Superintendent for direction as to its suitability a project quality plan ("PQP") in accordance with Clause 8.4 of AS2124-1992. That plan must be provided no later than the date specified in, and in accordance with Form USF960, Table 1 "Document Submission" and must specify:

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

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

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

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- (c) the critical path of activities related to the work under the Contract;
- (d) proposed staging of the Works, including the dates by which or the time within which the various stages or portions of the Work are to be executed; and
- (e) any other information which the Specification requires be included in the construction program.
- 3.03.3 The Contractor must review the construction program each month and submit any revision for the Superintendent's acceptance.
- 3.03.4 The Contractor must mount and display in the Contractor's site office a bar chart or network diagram based on the construction program and maintain it so that it accurately depicts the progress of the Works.
- 3.03.5 The Superintendent will notify the Contractor as to the suitability of the submitted PQP. The PQP will be taken as suitable if the Superintendent has not responded within 7 days.
- 3.03.6 The acceptance by the Superintendent of the Contractor's PQP does not relieve the Contractor of its obligation to comply with and demonstrate compliance with the Specification.

3.04 INSPECTION AND TEST PLANS

- 3.04.1 Unless otherwise permitted by the Superintendent, the Contractor must submit inspection and test plans ("ITPs") to the Superintendent for direction as to their suitability in accordance with Clause 8.4 of AS2124-1992, no later than the date specified in, and in accordance with, Table 1 of Form USF960.
- 3.04.2 The Contractor may progressively submit to the Superintendent for review and acceptance Inspection and Test Plans which meet the requirements of the Works milestone control point dates in accordance with the requirements of Table 1 of Form USF960, "Document Submission".
- 3.04.3 The Contractor will be notified by the Superintendent as to whether or not the Superintendent has accepted as suitable the proposed ITPs. If the Superintendent does not accept the proposed ITPs the Contractor must submit revised proposed ITPs for direction as to their suitability by the Superintendent.
- 3.04.4 Despite the requirements of Clause 31.3 of AS2124-1992, the Contractor must plan and undertake the inspections and tests to determine that the Works have been constructed in accordance with the Contract. The Contractor must ensure that the ITPs requires the Contractor to inspect and test the characteristics and observe the criteria specified by the Contract.
- 3.04.5 The acceptance by the Superintendent of the Contractor's ITPs does not relieve the Contractor of its obligation to comply with and demonstrate compliance with the Specification.

3.05 INSPECTION AND TESTING EQUIPMENT

- 3.05.1 The Contractor must ensure that inspection, measuring and test equipment ("IMTE") used by the Contractor and Subcontractors for verifying that the Works meet the requirements of the Contract is calibrated in accordance with AS10012-2004 "Requirements For Measurement Processes and Measuring Equipment".

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- 3.05.2 If IMTE has not been calibrated within the 6 months prior to use on the Works, the IMTE must be recalibrated, unless the Superintendent determines in writing that due to the nature and circumstances of use of the IMTE the current calibration is acceptable.

- 3.05.3 The Contractor must make available records of calibration of IMTE to the Superintendent on request by the Superintendent.

3.06 TESTING

- 3.06.1 At any witness and/or hold points identified in Form USF960, Table 8 "Witness/Hold Points", the Contractor must provide the period of notice referred to in Form USF960 in respect of each witness and/or hold point to the Superintendent. The inspection and tests in respect of witness points may be carried out by the Contractor without the attendance of the Superintendent.

- 3.06.2 Unless otherwise specified or approved, the Contractor must carry out all testing under the Contract by a laboratory which is registered for the inspection or testing required at the witness and/or hold point with the National Association of Testing Authorities. The Contractor must store and distribute the test certificates and other inspection records in the manner specified by Form USF960, Table 11 "Quality Records".

3.07 NONCONFORMING WORK

- 3.07.1 If the Contractor discovers, or is notified of any material or work, which is not in accordance with the Contract, the Contractor must promptly initiate the corrective action procedure required by the Contractor's Quality System.

- 3.07.2 If the Contractor proposes to use or carry out any nonconforming materials or work which varies the requirement of the Contract, that proposal must be submitted in writing to the Superintendent. Nonconforming materials or work must be approved by the Superintendent in writing before the material or work which it represents is covered up or incorporated in the Works.

3.08 SURVEILLANCE AND MONITORING

- 3.08.1 The Contractor must ensure, by surveillance, monitoring and audit, that each of the Subcontractors engaged to carry out the Works has established and maintains a Quality System which will enable the Subcontractor to meet the Contractor's obligations under the Contract.

- 3.08.2 Alternatively, the Contractor must include within the Contractor's own Quality System, the activities of Subcontractors.

- 3.08.3 The Contractor must produce an audit schedule monitoring the Works as part of its PQP to demonstrate that this surveillance has been planned.

3.08.4 The Contractor must:

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

3.09 QUALITY RECORDS TO BE PROVIDED BY THE CONTRACTOR

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- 3.09.1 The Contractor must submit to the Principal all Quality Records specified in Table 11 Form USF960 "Quality Records" and any other record that the Contractor is obliged to supply pursuant to any other provision of this Contract.
- 3.09.2 The Contractor must, at the time at which the Contractor makes Payment Claims and on handover of the Works at Practical Completion, submit Quality Records relevant to the completed stages of the Works.
- 3.09.3 At the time the Contractor requests in writing the Superintendent to issue a Certificate of Practical Completion, the Contractor must submit to the Superintendent a completed Form USF957 "Certificate of Compliance" together with any outstanding documents comprising the Quality Records.
- 3.09.4 From the commencement of the Contract until the date of Practical Completion, the Contractor must establish, file and maintain all records which demonstrate implementation of the Contractor's Quality System (including specified Quality Records) up-to-date and on-hand at the Site office for inspection at any time by the Superintendent and the Principal.
- 3.10 SCHEDULE OF PAYMENT CLAIMS**
- 3.10.1 At the commencement of the Contract, the Contractor must provide to the Principal a schedule of the anticipated monthly Payment Claims which will be made throughout the duration of the Contract. The Contractor must provide to the Principal a revised schedule with each month's Payment Claim.
- 3.10.2 Each Payment Claim must be accompanied by a completed Form USF957.
- 3.11 PROCESS CONTROL**
- The Contractor must:
- (a) prepare and document process control procedures as required under the Contract to address the planning, process descriptions, process verification and program of work (as described in Clause 8.5 and Appendix 'A' of HB90.3-2000 Construction Industry Guide to ISO 9001-2000); and
 - (b) identify all relevant factors affecting the quality of process control.
- 3.12 SURVEY**
- 3.12.1 The Contractor must prepare surveys ("Surveys") that includes, without limitation, measurement, calculation and record descriptions necessary to:
- (a) set out the Works;
 - (b) verify conformity to the Drawings and Specifications in relation to dimensions, tolerances and three dimensional position; and
 - (c) determine lengths, areas or volumes of materials or products, where required for measurement of the Works.
- 3.12.2 The Contractor's survey procedures must conform to this Clause 3.12 and must be in accordance with RTA CQ21 - Guide for Contractors on Survey Procedures.

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- 3.12.3 The Contractor must use surveyors who are:
- (a) members of the Institution of Surveyors to the grade of Associate Member (Associate Surveyor), Australia; or
 - (b) members of the Institution of Engineering and Mining Surveyors, Australia,
- qualified to direct and take responsibility for all Surveys.
- 3.12.4 The Contractor must comply with AS/NZS ISO 9001:2008 in relation to Survey instruments and survey activities generally. Use of subcontractors for Surveys will not relieve the Contractor from any of its obligations under the Contract. The methods and equipment used by the Contractor must relate to the attainment of the tolerances nominated in the Specification.
- Joint Survey**
- 3.12.5 If a Specification requires, or the Superintendent directs, that a Survey be a joint survey, the Contractor must carry out the Survey in accordance with this Clause 3.12. The Contractor must supply all personnel and resources necessary to carry out, record and report the Survey.
- 3.12.6 The Contractor must give written notice to the Superintendent at least 3 working days prior to carrying out the Survey together with the name of the surveyor, a description of the methods and equipment to be used.
- 3.12.7

HOLD POINT

Process Held.	Joint survey
Submission Details.	3 working days written notice of date, work and location, surveyor's name, description of methods and equipment to be used for survey.
Release of Hold Point.	The Superintendent will consider the submitted documents, arrange and notify the Superintendent's participation, prior to the release of the Hold Point.

- 3.12.8 The Contractor may only proceed with the Survey in the presence of the Superintendent, unless otherwise agreed. The Contractor must report the results of the Survey together with relevant calculations of quantities to the Superintendent within 5 working days of completion of the Survey.

3.12.9

HOLD POINT

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

Conformity Surveys

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- 3.12.10 The Contractor must:
- (a) adopt methods for conformity Surveys which ensure independence from the methods used to set out the Works;
 - (b) where possible, use measurements taken directly from survey control marks; and
 - (c) not use subsidiary survey marks established for the setout process for product conformity Surveys.
- 3.12.11 If the Contractor needs to use subsidiary survey marks for verification purposes, the Contractor must re-establish their position and level.
- 3.12.12 The Contractor must:
- (a) not restrict sampling for conformity verification purposes to the locations used to set out the Works;
 - (b) undertake sampling in a random or unbiased manner at any location in the Works to verify conformity with the Drawings and Specification; and
 - (c) perform conformity verification surveys for concrete base, concrete sub-base and bound pavement layers as soon as practicable but in any event no later than 1 working day after the pavement lot has become accessible for survey, unless otherwise agreed by the Superintendent.
- 3.12.13 If a survey identifies a nonconformity, the Contractor must:
- (a) immediately prepare a Nonconformance Report and submit a copy to the Superintendent within 24 hours; and
 - (b) implement appropriate corrective action as directed by the Superintendent.
- 3.12.14 The Contractor must:
- (a) submit a Survey Report for each lot or component where design levels, position and/or tolerances have been specified; and
 - (b) show in each Survey Report the following information and the information must be certified by the qualified surveyor responsible for the verification survey:
 - (i) position (defined by co-ordinates or chainage and offset);
 - (ii) specified and actual levels; and
 - (iii) specified tolerance and whether it is met.

3.12.15

HOLD POINT

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

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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.

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3.13 PROCESSES REQUIRING VALIDATION

The Contractor must:

- 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
- 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:

- 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
- 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:

- 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);
- complete Form USF957 "Certificate of Compliance" each time a progress payment is to be claimed; and
- comply with all relevant obligations in the following forms:

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

Form USF960 Table 6

Form USF960 Table 7

Form USF960 Table 8

Form USF960 Table 9

Form USF960 Table 10

Form USF960 Table 11

Form USF957

Traceability Requirements

Processes Requiring Validation
Witness/Hold Points

Principal Supplied Products
Documentation for Servicing Work

Quality Records

Certificate Of Compliance

QUALITY REQUIREMENTS FORM USF944

PROJECT : Parkes Way Widening

CLIENT: Shared Services Procurement

PROJECT No :

SERVICE ROLE: CONTRACTOR

QUALITY STANDARD : AS/NZS ISO 9001:2000 as interpreted by HB90.3

QUALITY REQUIREMENTS INDEX		
Where information is to be specified enter YES in Column 1		
Sheet No.	Form No.	Form Title
2	USF960	Table 1 - Document Submission
N/A	USF960	Table 2 - Design Verification Methods
N/A	USF960	Table 3 - Design Review Points
N/A	USF960	Table 4 - Measurement/Design Data
N/A	USF960	Table 5 - Notification of Intention to Commence Project Work Activities
3	USF960	Table 6 - Traceability Requirements
N/A	USF960	Table 7 - Processes Requiring Validation
4	USF960	Table 8 - Witness and/or Hold Points
NA	USF960	Table 9 - Principal Supplied Products
5	USF960	Table 10 - Notification of Non-Conformances/Approval of Corrective Actions
6	USF960	Table 11 - Quality Records
7	USF957	USF957 - Certificate of Compliance

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QUALITY REQUIREMENTS TABLE 1

PROJECT : Parkes Way Widening				
CLIENT: Shared Services Procurement				
PROJECT No :				
SERVICE ROLE: CONTRACTOR				
QUALITY STANDARD : AS/NZS ISO 9001:2000 as interpreted by HB90.3				
DOCUMENT SUBMISSION				
Document	No. of Copies	When to be SUBMITTED	To be Available for Inspection on Request	Comments
Company Quality Manual	1	with proposal/tender	Yes	
Tender Programme	1	with proposal/tender	Yes	
Project Quality Plan, Project OHS&R Plan and Environment Management Plan	1	7 days after award		14 days after award if possession of site is delayed
Inspection and Test Plan(s)	1	7 days after award		
Quality Procedures/Instructions	1	7 days after award	Yes	14 days after award if possession of site is delayed
Construction Programme	1	7 days after award	Yes	
Technical Procedures/Instructions	1	-	Yes	
Shop Drawings	1	3 weeks before commencement of fabrication	Yes	
Quality Records (refer Table 11)	1		Yes	
Schedule of Anticipated Monthly Progress Claims	1	14 days after award		
Certificate of Compliance	1	As per Clause 3.09 of Special Conditions of Contract	Yes	

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QUALITY REQUIREMENTS TABLE 6

PROJECT : Parkes Way Widening			
CLIENT: Shared Services Procurement			
PROJECT No :			
SERVICE ROLE: CONTRACTOR			
QUALITY STANDARD : AS/NZS ISO 9001:2000 as interpreted by HB90.3			
TRACEABILITY REQUIREMENTS			
Enter details of items for which it is necessary to trace the history, application, or location by means of recorded identification. Refer to Quality Record Requirements for Traceability.			
Item	Extent of Trace		
	Start	Finish	Required by whom
Reinforcement	Manufacture	Place in structure	Superintendent
Asphaltic concrete	Manufacture	Placement in pavement	Superintendent
Concrete	Manufacture Supplier's batch No	Placement in structures Test certificate location	Superintendent
Precast Concrete Elements	Design	Placement on site	Superintendent
Fill material	Excavation and/or import	Placement on site	Superintendent
Survey geometric and level "let-out"	Registered surveyor's field notes	WAE drawings	

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QUALITY REQUIREMENTS
FORM USF 960 – TABLE 10

NOTIFICATION OF NON-CONFORMANCES / CORRECTIVE ACTIONS					
Superintendent shall be notified of all Non-Conformances: Which have the potential to delay the project works; Where the proposed disposition will result in non-compliance with the project specification requirements; Where the non-conformances are a result of deficiencies in the specification; or Which create a health or safety hazard.					
These requirements shall apply to all construction and related activities. Other Non-Conformances and proposed dispositions shall be brought to the attention of the Superintendent.					
This table lists all Non-Conformances and is to be submitted with updated details with Form USF957 Certificate of Compliance					
ITEM	MINOR NCR		REFERENCE TO NCR, CAR		
	Yes	No	Date	Number	Comment

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Where a Contractor's Project Quality Plan Management Process is identified as being non-conforming, or capable of being non-conforming, the Contractor shall document a Corrective Action Report, nominating the non-conforming activity and the proposed Corrective Action to be implemented by the Contractor to the review of the Superintendent.

The Corrective Action accepted by the Superintendent shall be implemented within the time specified by the Superintendent.

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QUALITY REQUIREMENTS TABLE 8

PROJECT : Parkes Way Widening	
CLIENT: Shared Services Procurement	
PROJECT No :	
SERVICE ROLE: CONTRACTOR	
QUALITY STANDARD : AS/NZS ISO 9001:2000 as interpreted by HB90.3	
Hold Points / Witness Points	
NOTIFICATION: Unless otherwise specified, one working day notice of Hold (H) Points are required One working day notice of Witness (W) Points are required.	
Stage of Construction	Release by Whom
PROVISION FOR TRAFFIC (Refer to Clause 1.10 "Schedule of Hold Points" of the Standard Specification for Urban Infrastructure Works).	Superintendent
EARTHWORKS (Refer to Clause 2.11 "Schedule of Hold Points" of the Standard Specification for Urban Infrastructure Works).	Superintendent
UNDERGROUND SERVICES (Refer to Clause 3.12 "Schedule of Hold Points" of the Standard Specification for Urban Infrastructure Works).	Superintendent
FLEXIBLE PAVEMENT CONSTRUCTION (Refer to Clause 4.07 "Schedule of Hold Points" of the Standard Specification for Urban Infrastructure Works).	Superintendent
CONCRETE KERBS FOOTPATHS AND MINOR WORKS (Refer to Clause 6.15 "Schedule of Hold Points" of the Standard Specification for Urban Infrastructure Works).	Superintendent
INCIDENTAL WORKS (Refer to Clause 8.15 "Schedule of Hold Points" of the Standard Specification for Urban Infrastructure Works).	Superintendent
LANDSCAPE (Refer to Clause 9.13 "Schedule of Hold Points" of the Standard Specification for Urban Infrastructure Works).	Superintendent
ROAD SIGNS (Refer to Clause 10.14 "Schedule of Hold Points" of the Standard Specification for Urban Infrastructure Works).	Superintendent
PAVEMENT MARKINGS (Refer to Clause 11.17 "Schedule of Hold Points" of the Standard Specification for Urban Infrastructure Works).	Superintendent
STREET LIGHTING (Refer to Clause 14.08 "Schedule of Hold Points" of the Standard Specification for Urban Infrastructure Works).	Superintendent
MAJOR CONCRETE WORKS (Refer to Clause 15.16 "Schedule of Hold Points" of the Standard Specification for Urban Infrastructure Works).	Superintendent
As required by RTA Specification B241 & B264	Superintendent

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QUALITY REQUIREMENTS TABLE 11

PROJECT : Parkes Way Widening					
CLIENT: Shared Services Procurement					
PROJECT No :					
SERVICE ROLE: CONTRACTOR					
QUALITY STANDARD: AS/NZS ISO 9001:2000 as interpreted by HB90.3					
QUALITY RECORDS					
Type of Record	No. of Copies	Submit		Retention	
		To Whom	Date Required	Retain By Whom	Minimum Period (Years)
Inspection and test records, Manufacturer's Certificate of Compliance, Completed Checklists, "Works-as-Executed" Information and Test Certificates	1	Superintendent	With Progress Claims	Contractor	7
Product Identification and Traceability records	1	Superintendent	Within 4 weeks of PC	Contractor	7
WAE drawings	1	Superintendent	Prior to PC	Contractor	7
Nonconformance Reports	1	Superintendent	N/A	Contractor	
Corrective action requests	1	Contractor	N/A	Superintendent	7
Internal and external surveillance and audit report	1	Contractor	N/A	Superintendent	7
Quality Assurance (Construction) Records Report	2	Superintendent	2 weeks prior to PC	Contractor	7

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CERTIFICATE OF COMPLIANCE FORM USF957

PROJECT : Parkes Way Widening
 CLIENT: Shared Services Procurement
 PROJECT No :
 SUPERINTENDENT: AECOM Australia PTY LTD
 SCOPE OF WORKS SUBMITTED FOR ACCEPTANCE:

This section to be completed by Contractor's Representative:
 I hereby claim that the above listed works have been duly completed in accordance with the specification requirements, except for the concessions granted in writing by the Superintendent which are detailed in the attached listing nominated in (e) below.
 I have verified that:

(a) outstanding minor nonconformances as per the attached listing are applicable to the works.
 Applicable: Yes/No (Delete as applicable)

(b) all Inspection and Test Plan(s) (ITP s) applicable to the above works, as indicated in the attached register of ITP's, any associated test record sheets and other quality records as required by the specification, have been satisfactorily completed and signed.

(c) any identified nonconformances have been satisfactorily disposed of and their documentation closed out, excepting any minor nonconformances noted in (a) above.

(d) all positive recalls have been completed and verified.

(e) concessions have been granted for the nonconforming items on the attached listing.
 Applicable: Yes/No (Delete as applicable)

(f) all required documentation, including listing, is attached.

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

This section to be completed by the Superintendent's Representative:
 Contractor's above completed works claim is noted.
 (a) Payment to be reduced for outstanding minor nonconformances YES ☐ NO ☐
 (b) Recommend that Liquidated Damages for Quality be applied YES ☐ NO ☐
 (Tick As Appropriate)

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

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- (f) establishes a formal communication process for consultation and input from all staff on health and safety matters;
- (g) establishes responsibilities and procedures for implementing required mitigation measures and for rehabilitating affected staff;
- (h) establishes systems and procedures to review the implementation process; and
- (i) establishes a process of management review of systems and procedures that supports the OHS&R policy and which will lead to continually improving performance.

4.03 PROJECT OHS&R PLAN

4.03.1 The Contractor must:

- (a) prepare and supply to the Superintendent for direction as to its suitability, an OHS&R plan ("OHS&R 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 OHS&R Plan no later than the date specified in, and in accordance with, Form USF960, Table 1 "Document Submission", and must ensure that the OHS&R Plan specifies:
- (i) the OHS&R 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 quality records to be submitted;
 - (vi) audit program; and
 - (vii) other measures necessary to meet the OHS&R objectives including a method for changes and modifications to the OHS&R Plan as the Works proceed.

4.03.2 The Superintendent will notify the Contractor as to the suitability of the submitted OHS&R Plan. The OHS&R Plan will be taken as suitable if the Superintendent has not responded within 7 days.

4.03.3 The acceptance by the Superintendent of the Contractor's OHS&R Plan will not relieve the Contractor of its obligations to comply with and demonstrate compliance with the Specification.

4.04 AFFIRMATIVE ACTION

The Contractor:

- (a) must comply with its obligations, if any, under the *Equal Opportunity for Women in the Workplace Act 1999* (Commonwealth) ("Act"); and

PART 4 OCCUPATIONAL HEALTH SAFETY AND REHABILITATION

4.01 OCCUPATIONAL HEALTH AND SAFETY

4.01.1 The Contractor must ensure that all work under this Contract is performed in accordance with:

- (a) the *Work Safety Act 2008* (ACT), as amended from time to time; and
- (b) the approved Codes of Practice issued by the Office of Regulatory Services/Workcover from time to time.

4.02 OHS&R SYSTEM REQUIREMENTS

4.02.1 The Contractor must:

- (a) 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 9001; or
 - (ii) has been assessed as suitable for the award of current ACT Government prequalification; and
- (b) provide the Superintendent and Principal with access at all times to the Contractor's and each of the Subcontractor's OHS&R Systems to enable monitoring and quality auditing.

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

4.02.3 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.

4.02.4 The Contractor must implement an OHS&R management system that:

- (a) recognises its duty of care to employees and the wider community and manages risks in relation to that duty;
- (b) secures and promotes the work safety of people at work and others and eliminates work safety risks to people at work and to others;
- (c) develops an OHS&R policy that has the total support of management;
- (d) has planning processes and procedures in place that have the capacity to identify possible health and safety impacts;
- (e) has planning processes and procedures in place to develop measures to minimise health and safety impacts and risks;

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- (b) must not enter into a subcontract under this Contract with a Subcontractor named by the Equal Opportunity for Women in the Workplace Agency as an employer currently not complying with the Act.

4.05 SAFETY

4.05.1 The Contractor must promptly notify the occurrence, and furnish a written report to the Superintendent, of any of the following:

- (a) accidents resulting in death or personal injury;
- (b) accidents resulting in damage to property;
- (c) accidents resulting in significant delays to the Works; and
- (d) incidents that may have resulted in or may result in any accident of the kind listed above.

4.05.2 Such incidents may include, without limitation, circumstances with accident potential such as equipment failure, slides and cave-ins.

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/NZS ISO 9001; or
 - (ii) has been assessed as suitable for the award of current ACT Government prequalification; and
- (b) provide the Superintendent and Principal with access at all times to the Contractor's and each of the Subcontractor's 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;

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- (c) 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.

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"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 its Subcontractor breached its employee and industrial relations obligations;

"employee" means a natural person who is employed under the Contract to provide the Contractor or a Subcontractor with his or her labour, except for the provision of professional or information technology services;

"prescribed works or services" means those works or services that will require the exertion of labour by employees in the performance of the Contract; and

"Subcontractor" means a subcontractor engaged by the Contractor.

- 6.01.2 The following conditions apply to the Contractor to the extent that the Contract requires the performance of prescribed works or services:
- (a) every employee must be paid wages at rates and employed under conditions of employment not less favourable than those required by any law, Award, enterprise agreement or other industrial instrument applicable to the Contractor or Subcontractor;
- (b) the Principal may periodically and following reasonable notice, require the Contractor to give the Principal a statutory declaration by the Contractor, or, if the Contractor is a corporation, by a director of the Contractor, declaring that:
- (i) all employees have been paid in full all amounts payable to them and all entitlements due to them, whether by the Contractor or a Subcontractor, in the performance of the Contract;
- (ii) all Subcontractors have been paid all monies payable to them by the Contractor in respect of works or services performed under the Contract;
- (iii) the Contractor has paid on behalf of all eligible employees their correct superannuation entitlements; and
- (iv) the Contractor has paid on behalf of all eligible employees all long service leave entitlement
- (c) if within 5 business days after the request referred to in subclause (b) the Contractor fails to provide the statutory declaration, the Principal may withhold payment of monies due to the Contractor until the statutory declaration is received;
- (d) the Contractor must keep, and must require its Subcontractors for the Contract to keep, proper records and documents showing the wages paid to and, so far as practicable, the time worked by employees and any of the records evidencing payments set out in subclause (b);
- (e) the Contractor must at all reasonable times allow, and must require its Subcontractors to allow, any properly authorised officer of the Principal:
- (i) to enter upon the Site to inspect the conditions in which the employees are employed to perform the prescribed works or services, and

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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.

PART 6 EMPLOYEES

6.01 COMPLIANCE WITH EMPLOYEE AND INDUSTRIAL RELATIONS OBLIGATIONS

6.01.1 In this Clause:

- (ii) to enter upon the office premises of the Contractor or Subcontractor, to inspect its wages books and time sheets, and also if such authorised officer thinks fit, to interview any employees as to their rate of wages, hours and conditions of employment,

and to otherwise verify the compliance by the Contractor and a Subcontractor with their employee and industrial relations obligations.

Obligation to disclose during the term of the Contract

- 6.01.3 The Contractor must, on request by the Principal and within the time period required by the Principal in writing (which must not be less than 30 days) provide an up-to-date statement setting out full details of:
- (a) any Adverse Ruling;
- (b) any conviction by a court, tribunal, commission or board of an offence committed by the Contractor under any law applicable to the Contractor or a Subcontractor;
- (c) any proceeding or prosecution against the Contractor in respect of a breach of an employment or industrial relations obligation applicable to the Contractor or a Subcontractor which has not previously been disclosed to the Principal; and
- (d) any investigation by the Fair Work Ombudsman or a Fair Work Inspector and any exercise of compliance powers by the Fair Work Ombudsman or a Fair Work Inspector, including any contravention letter or compliance notice issued to the Contractor or any enforceable undertaking entered into by the Contractor; and
- (e) remedial measures implemented to ensure future compliance with employment and industrial relations laws applicable to the Contractor or a Subcontractor.

Termination for Failure to Comply with Employment and Industrial Relations Obligations

- 6.01.4 If at any time during the term of the Contract, an Adverse Ruling is made, the Contractor must within 14 days of the Adverse Ruling, or such longer period agreed by the Principal, provide a statutory declaration from a director or company secretary of the Contractor setting out:
- (a) 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;
- (b) 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
- (c) any existing or planned remedial measures which the Contractor or Subcontractor has taken or will be taking to prevent a breach or offence similar to the breach or offence on which the Adverse Ruling is based from recurring.
- 6.01.5 Following the receipt of the statutory declaration or expiration of the period specified in Clause 6.01.4, whichever comes first, the Principal may, in its discretion, do one or more of the following:

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- (a) request the Contractor to show cause as to why this Contract should not be suspended or terminated with effect from 14 days from the show cause notice;
- (b) suspend the operation of this Contractor for a specified period of up to 6 months with effect from 14 days of notice to suspend; and/or
- (c) terminate this Contract with 14 days notice.
- 6.01.6 In exercising its discretion under Clause 6.01.5, the Principal will take into consideration:
- (a) whether the Contractor has taken or will take measures which, in the reasonable opinion of the Principal, are commensurate with the breach or the offence on which the Adverse Ruling is based and can be reasonably expected to prevent such breach or offence from recurring; or
- (b) whether the Principal is otherwise satisfied that the Contractor has shown good cause why the Contract should not be suspended or terminated.
- 6.01.7 The remedies under this Clause are in addition to and do not limit any other rights or remedies of the Territory under this document or otherwise at law.
- 6.02 EMPLOYMENT OF APPRENTICES**
- The Contractor must:
- (a) employ on the Works at least one apprentice for each 4 tradesmen of a particular trade employed on the Works by the Contractor or its Subcontractors;
- (b) provide adequate supervision of all apprentices; and
- (c) ensure that the apprentices receive experience appropriate to his or her trade apprenticeship.
- 6.03 RESERVED**

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

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- (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 RESERVED

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.

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7.06 RESERVED

7.07 RESERVED

7.08 RESERVED

7.09 RESERVED

7.10 NO "PAID IF PAID" CLAUSES IN SUBCONTRACTS

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

PART 8 ADMINISTRATION

8.01 SITE MEETINGS

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

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

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

8.02 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: Supply, install and commissioning of new street lights (excluding tunnel lighting). Plus the removal of the non-required centre medium Street Lights.

Separable Portion 2: Civil Works excluding Tunnel Lighting Works, Bridges and Street Lighting. Commencement of Separable Portion 2 cannot commence until Separable Portion 1 is complete, and may be delayed up to 36 weeks from date of award. Separable Portion 2 is deemed to commence when Temporary Traffic Management measure have begun to be installed related to the works for SP2

Separable Portion 3: All works associated with the Bridge Widening at Clunies Ross Street and Sullivans Creek Bridge

Separable Portion 4: All works associated with the Bridge Strengthening at Clunies Ross Street and Sullivans Creek Bridge

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Separable Portion 5: All works associated with the Acton tunnel lighting including the removal and disposal of all asbestos wall linings, removal of required asbestos ceiling panels, install of new linings and complete lighting system.

Separable Portion 6: Soft Landscaping works including consolidation.

The Principal reserves the right, to award the contract in total or only Separable Portions 1, 2, 3, and 6 of the contract. This decision may be based on budget availability or any other factors. The reasoning behind any decision will not necessarily be disclosed to the Tenderers. Separable Portion 4 and 5 may be removed from the contract and/or possession of site delayed up to 4 weeks.

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)	Bonus early Completion (per day)	Defects Liability Period (in weeks)	Consolidation Period (in weeks)
1	14	\$		52	
2	20 (refer 8.03.1)	\$1000	\$1000	52	
3	56	\$1000	\$1000	52	
4	22			52	
5	20			52	
6	60	\$		N/A	13

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

- (c) maintain the signboards in good condition until Practical Completion, then dismantled and remove it.

9.01.2 The signboard remains the property of the Contractor.

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

9.02 SITE OFFICE

The Contractor must:

- (a) provide and erect on the Site, an approved temporary office for the use of the Superintendent. The office 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) maintain the office in good order and clean condition with suitable furniture and with electricity connected for the duration of the Works; and
- (c) after obtaining permission from the Superintendent, remove the office 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 (desk, chairs, bookshelf, lighting etc), a fridge, 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 RESERVED

9.05 ACCESS FOR VISITORS

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

9.06 PROTECTION AND RECOVERY OF SURVEY CONTROL MARKS

9.06.1 On commencement of the Contract, the Contractor must:

- (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 47.9 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 2 signboards with the details shown in ACT Project's Drawing P-QD-01G Revision E or as otherwise directed;
- (b) erect the signboards at or near ground level on the Site where directed; and

- (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 RESERVED
- 9.11 RESERVED
- 9.12 STATUTORY REQUIREMENTS
- 9.12.1 The Contractor is not required to submit plans supplied by the Principal to local or other authorities for approval unless otherwise required by the Contract.
- 9.12.2 Unless otherwise provided, the Contractor must:
- (a) arrange for the connection of all water, drainage, sewerage, gas and electricity services; and
 - (b) apply for and maintain all relevant permits and licences and pay all fees and charges levied by the relevant authority.

PART 10 COMPLETION

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

PART 11 MATERIALS AND WORKMANSHIP

- 11.01 MANUFACTURERS' RECOMMENDATIONS
- The Contractor must use manufactured items in the Works only in accordance with the current published recommendations of the manufacturer relevant to such use.
- 11.02 STANDARDS
- An Australian or other nominated standard or other standard approved by the Superintendent will be the edition last published prior to 1 month before the closing date for tenders for the Works.

- (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:

11.03 RESERVED

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 RESERVED

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

- (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 133 of the *Crimes Act 1900* (ACT), the maximum penalty for which is 2 years imprisonment.

13.02 RESERVED

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 RESERVED

14.02 LANDSCAPED AND GRASSED SURFACES

Access onto landscaped areas not affected by the works must be restricted to the absolute minimum and only be limited to gaining access for the installation of works associated with this project. Parking of plant and vehicles beneath the crowns of trees and extending for a distance of 2 m from the drip line is prohibited.

Erect temporary fences around all landscaped areas where access is not required for the purposes of the works to be constructed.

AAPT/Icon/Telstra/Optus/Transact/Nextgen/Powertel - Communications Services
Roads ACT – Stormwater Drainage

14.07 DISCOVERY OF ABORIGINAL PIECES

In the event of the discovery of aboriginal relics during the course of the project the Contractor shall immediately cease work in the area and implement the course of actions as required under the relevant Acts.

Reasonable extensions of time will be granted but prolongation costs will not be considered by the Superintendent.

14.08 PROTECTION OF EXISTING UTILITY SERVICES

The Contractor shall provide protection at all times to the existing services on and abutting the site.

14.09 TEMPORARY TRAFFIC MANAGEMENT

It is a requirement under this Contract that:

- Two lanes of traffic are available in each direction on Parkes Way during the hours of 0700 to 0930 and 1600 to 1830 hours Monday to Friday with a minimum speed restriction of 60km/hr
- One lane of traffic in each direction must be available at all other times.-.
- The use of traffic barriers to contain the median works area and bridge widening works is mandatory

14.10 TEMPORARY TRAFFIC MANAGEMENT PLANS

The Contractor shall prepare Temporary Traffic Management Plans (TTM's) for the project. The TTM's shall detail all necessary controls and detours for the safe passage of traffic (vehicular, pedestrian and cyclist) around the site and also the protection of workers and property on and adjacent to the site.

Concept Temporary Traffic Management plans are included in the drawings. These plans are conceptual only and do not necessarily indicate all controls necessary.

TTM's shall be in accordance with AS 1742.3 (2002) and Section 1 of the Specification – Provision of Traffic.

On preparation of the TTM's the Contractor shall submit the plans to the Superintendent for endorsement. Once any requested amendments are made, written approval shall be obtained by the Contractor from the Manager of Traffic for the plans.

14.11 SEDIMENT AND EROSION CONTROL

The Contractor shall prepare Sediment and Erosion Control Plans for the project. The Sediment and Erosion Control Plans shall generally be in accordance with Environment ACT's publication 'Erosion and Sediment Control during Land Development'.

14.03 SITE COMPOUND AND ACCESS

The location of the site compound is shown on the drawings. The Contractor shall design and construct suitable accesses to these areas.

Temporary traffic management designs shall be prepared by the Contractor, endorsed by the Superintendent and approved by the TaMS Manager of traffic prior to their implementation.

Protect all verge and other existing trees not marked for removal and all in ground utilities from damage.

14.04 CO-ORDINATION WITH OTHER CONCURRENT CONTRACTS

It is a contractual requirement for the Contractor to liaise with the contractors carrying out any abutting/adjacent concurrent works to ensure harmonious working relations at the interfaces between the concurrent contracts and no delays are caused to these concurrent contracts.

14.05 PRACTICAL COMPLETION

The Contractor is referred to in Clause 2, "Interpretation", of the General Conditions of Contract as regards the definition of Practical Completion. Drawings, plans, survey reports, test results and the like, as stipulated elsewhere in the Contract, must be supplied before Practical Completion is reached.

The Contractor is to note that apparently minor defects or incomplete items may render the project works unsafe or the subject of undesirable user comments. Under no circumstances will Practical Completion be granted if, in the opinion of the Superintendent, any defect or incomplete items brought to the Contractor's attention remain defective or incomplete where such item is considered hazardous or likely to lead to injury.

The Contractor is reminded that Practical Completion will be granted only within the definition contained in the General Conditions.

In the event that a second Practical Completion inspection is required due to an inadequate pre-commissioning procedure by the Contractor, the Contractor will pay the Superintendent on an hourly rate basis for the time required for the second and subsequent inspections.

The acceptance of the Works-as-Executed survey will be a HOLD POINT in Practical Completion process.

14.06 UTILITY AUTHORITIES

Before commencing work check with controlling Authorities that the locations and details of existing or proposed utilities in or adjacent to the road reserve as shown in the documents are up to date.

Where necessary, co-ordinate with Contractors executing adjacent contracts.

Authorities with whom contact may be necessary but not limited to include:

ActewAGL – Electrical, sewerage and water supply services
Jemena – Gas Services

On preparation of the relevant drawings the Contractor shall submit the plans to the Superintendent for endorsement. Once any requested amendments are made, written approval shall be obtained from Environment Act for the plans.

A copy of sediment and erosion control plans are included in the drawings. These plans are conceptual only and do not necessarily indicate all controls necessary.

Throughout the contract period the contractor shall maintain the sediment and erosion control measures in good condition and operational efficiency.

14.12 DILAPIDATION RECORD

The Contractor shall prepare a Dilapidation Report recording the condition of the existing assets within and abutting the area of the works. The report shall be a written, video and photograph record.

Three copies of the report shall be provided to the Superintendent for acceptance.

The record, once accepted, shall form the basis for determining the extent of any remediation required to be performed by the Contractor to reinstate any damaged assets to at least their pre-construction condition.

HOLD POINT 14.12	
Process Held:	Submission of Dilapidation Report
Submission Details	At least 5 working days before any work commences on site.
Release of Hold Point:	The Superintendent will review the Report prior to authorising the release of the Hold Point

14.13 ADJUSTMENT OF PROVISIONAL QUANTITIES

If, in respect of any work for which a Provisional Quantity is included in the Contract, the Superintendent directs that a lesser or greater quantity than the Provisional Quantity shall be carried out, or that no work shall be carried out, the value of the difference between the Provisional Quantity and the quantity carried out pursuant to that direction, calculated at the rate for that work stated in the Contract, shall be certified by the Superintendent and shall be taken into account in determining the final contract sum. The provision of Clause 40.5 regarding application of profit and overheads to varied quantities shall not apply to items nominated as Provisional Quantity items

14.14 USE OF EXISTING SHOULDER AS TEMPORARY TRAFFIC LANE

The existing road shoulders between the Glenloch Interchange and Clunies Ross Street where constructed in the late 1970s and are constructed of a lesser pavement thickness than the adjacent traffic lanes. Investigations (auger holes) have shown the pavement to made up as follows:

- 20 – 30 mm spray seal
- 100 – 160 mm fine crushed rock base.

Calculations indicate that the remaining nominal life in the pavement of 750 -1000 heavy vehicles (HVs).

The concept temporary traffic management plans show signage to keep HVs in the median side traffic lane. It is the contractor's responsibility to manage this arrangement.

Any damage to the shoulder pavement occurring during the Contract period shall be repaired by the Contractor at its cost noting that the shoulder must be available for traffic use for the period of the Contract.

14.15 ENVIRONMENTAL RESTRICTIONS

The following environmental restrictions apply to the works:

1. Sullivan's Creek Bridge

- Provision and maintenance of a 13.5 m wide channel for ANU Rowing Club boats beneath the Sullivan's Creek bridges at all times during the Contract period. The passage shall be clearly marked and protected from objects which have the potential to fall from the overhead works.

The Contractor is required to maintain liaison with the UNU Rowing Club for the duration of the works

- Provision and maintenance of silt curtains surround the works in Sullivan's Creek together with overhead protection/collection systems that will prevent construction debris falling into the creek.

2. Acton Tunnel

Prior to commencing any work on the replacement of tunnel lighting and wall and ceiling linings the Contractor shall prepare and submit to the Superintendent a HASMAT report and a Work Method Statement detailing the precautions to be taken to protect workers and the public during the execution of the works.

14.16 Existing Streetlight Network

The contractor shall field check the street lighting network prior to construction commencement against the Streetlight Design and ActewAGL Works-as-Executed plans and report any discrepancies to the Superintendent

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 6283 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:
- maintain adequate records of the compliance with the Code by itself and its subcontractors;
 - 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;
 - ensure that any subcontractor for any part of the Works must comply with the Code and this Part 15;
 - not appoint a Subcontractor, consultant or supplier in relation to the Contract where the appointment would breach a sanction imposed by the Principal; and
 - 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:

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

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.