



ACT
Government

Chief Minister, Treasury and
Economic Development

Freedom of Information Publication Coversheet

The following information is provided pursuant to section 28 of the *Freedom of Information Act 2016*.

FOI Reference: CMTEDDFOI 2018-0227

Information to be published	Status
1. Access application	Published
2. Decision notice	Published
3. Documents and schedule	Published
4. Additional information identified	No
5. Fees	Waived
6. Processing time (in working days)	35
7. Decision made by Ombudsman	N/A
8. Additional information identified by Ombudsman	N/A
9. Decision made by ACAT	N/A
10. Additional information identified by ACAT	N/A



7 August 2018

FOI – Information Management Team
Environment, Planning and Sustainable Development Directorate
GPO Box 158
CANBERRA ACT 2601



Dear Sir/Madam

Hewatt Pty Limited (the Company)
Majura Parkway (the Project)

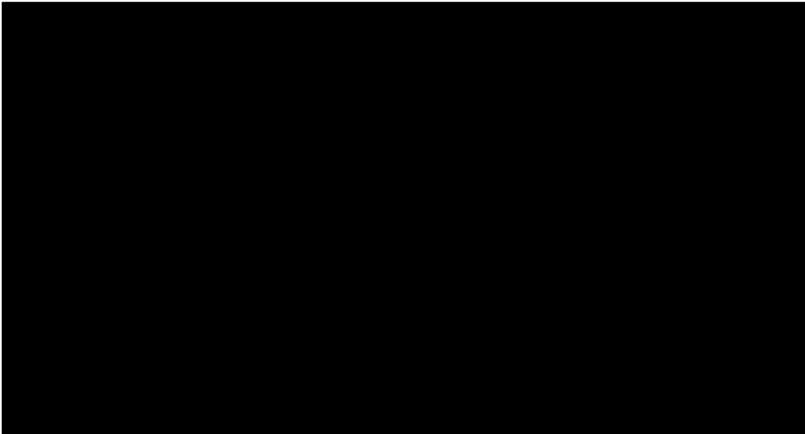
I confirm that I act for the Company in relation to the Project.

As per Freedom of Information Act 2016, I request the following information:

- Details of all correspondence between the ACT Government and Fulton Hogan in relation to the Project between the period 1 January 2014 to 8 May 2014
- Details of all liquidated damages claimed against Fulton Hogan by the ACT Government due to the delays caused by the administration of Hewatt

If you have any queries about the contents of this letter, please contact me on  or send your response to 

Yours sincerely





ACT
Government

Chief Minister, Treasury and
Economic Development

Our ref: CMTEDDFOI 2018-0227

[REDACTED]

via email: [REDACTED]

Dear [REDACTED],

FREEDOM OF INFORMATION REQUEST

I refer to your application under section 30 of the *Freedom of Information Act 2016* (the Act), received by the Chief Minister, Treasury and Economic Development Directorate (CMTEDD) on 28 August 2018, in which you sought access to correspondence between Fulton Hogan and the ACT Government.

Specifically, you are seeking:

- Details of all correspondence between the ACT Government and Fulton Hogan in relation to the Project between the period 1 January 2014 to 8 May 2014; and
- Details of all liquidated damages claimed against Fulton Hogan by the ACT Government due to the delays caused by the administration of Hewatt.

On 13 September 2018 you were advised that the details of all liquidated damages claimed by Fulton Hogan resulted in no documents being found as no claims were made by the ACT Government.

On 14 September 2018 you refined the scope of your request to “.....any correspondence between the ACT Government and Fulton Hogan in relation to the subcontractor Hewatt Pty Ltd for the period.....”.

Authority

I am an Information Officer appointed by the Director-General of CMTEDD under section 18 of the Act to deal with access applications made under Part 5 of the Act.

Timeframes

In accordance with section 40 of the Act, CMTEDD is required to provide a decision on your access application by 1 November 2018.

Third Party Consultation

In making this decision, I have completed consultation with a relevant third party in accordance with section 38 of the Act. The views of the identified third party were taken into account in making this decision. I note that the third party has objected to the release of some information.

Decision on access

Searches were completed for relevant documents and 10 documents were identified that fall within the scope of your request.

I have decided to grant full access to 2 documents, partial access to 6 documents (currently withheld from release due to the third party's objection) and 2 documents have been deemed out of scope as they are documents already in the possession of Hewatt Pty Limited. The information redacted in the documents is information that I consider to be, on balance, contrary to the public interest to disclose under the test set out in section 17 of the Act.

I have included as Attachment A to this decision the schedule of relevant documents. This provides a description of each document that falls within the scope of your request and the access decision for each of those documents.

My access decisions are detailed further in the following statement of reasons and the documents released to you are provided as Attachment B to this letter.

In accordance with section 54(2) of the Act a statement of reasons outlining my decision is below.

Statement of Reasons

In reaching my access decision, I have taken the following into account:

- the Act;
- the content of the documents that fall within the scope of your request;
- the submissions made by the relevant third party; and
- the *Human Rights Act 2004*.

Exemption claimed

My reasons for deciding not to grant access to the identified documents and components of these documents are as follows:

Public Interest

The Act has a presumption in favour of disclosure. As a decision maker I am required to decide where, on balance, public interests lies. As part of this process I must consider factors favouring disclosure and non-disclosure.

In *Hogan v Hinch* (2011) 243 CLR 506, [31] French CJ stated that when 'used in a statute, the term [public interest] derives its content from "the subject matter and the scope and purpose" of the enactment in which it appears'. Section 17(1) of the Act sets out the test, to be applied to determine whether disclosure of information would be contrary to the public interest. These factors are found in subsection 17(2) and Schedule 2 of the Act.

Taking into consideration the information contained in the documents found to be within the scope of your request, I have identified that the following public interest factors are relevant to determine if release of the information contained within these documents is within the 'public interest'.

Factors favouring disclosure (Schedule 2 section 2.1)

Taking into consideration the information contained in the documents found to be within the scope of your request, I have identified that the following public interest factor in favour of disclosure is relevant to determine if release of the information contained within these documents is within the 'public interest':

- (a) *disclosure of the information could reasonably be expected to do any of the following:*
- (viii) *reveal the reason for a government decision and any background or contextual information that informed the decision.*

Having considered the factors identified as relevant in this matter, I consider the release of the documents identified will provide you with contextual and background information in relation to the ACT Government and Fulton Hogan and the Majura Parkway Project between the period 1 January 2014 to 8 May 2014. I am satisfied that the public interest in increasing transparency and accountability of the Directorate carries significant weight.

Factors favouring non-disclosure (Schedule 2 section 2.2)

As required in the public interest test set out in section 17 of the Act, I have also identified the following public interest factor in favour of non-disclosure that I believe is relevant to determine if release of the information contained within these documents is within the 'public interest':

- (a) *disclosure of the information could reasonably be expected to do any of the following:*
- (ii) *prejudice the protection of an individual's right to privacy or any other right under the Human Rights Act 2004; and*
 - (xi) *prejudice trade secrets, business affairs or research of an agency or person.*

When considering the documents and factors in favour of non-disclosure, I have considered the personal information contained in the documents, including personal signatures, a residential address, email addresses and mobile phone numbers not publically known. I consider it is unreasonable to release the personal information of third parties that are not ACT Government employees. These individuals are entitled to expect that the personal information they have supplied as part of this process will be dealt with in a manner that protects their privacy. Considering the type of information to be withheld from release, I am satisfied that the factors in favour of release can still be met while protecting the personal information of the individuals involved.

I therefore weight the factor for non-disclosure more highly than the factor in favour of release in this instance. As a result, I have decided that releasing information of individuals who are not ACT Government employees could prejudice their right to privacy under the *Human Rights Act 2004*.

The second factor I have identified as relevant in considering your access application is the prejudice that could occur in releasing trade secrets, business affairs or research of an agency or person. In the case of *Re Mangan and The Treasury* [2005] AATA 898 the term 'business affairs' was interpreted as meaning 'the totality of the money-making affairs of an organisation or undertaking as distinct from its private or internal affairs'.

Having reviewed the documents identified, I am satisfied that the documents contain information related to the business affairs of Fulton Hogan and I am of the view that the information contained in the documents is sensitive in nature in particular the breakdown of the Majura Parkway Project figures and the progress payments to suppliers. I am satisfied this material is business information as it relates to the third party's business affairs and disclosure could reasonably be expected to affect its commercial affairs.

Noting the pro-disclosure intent of the Act, I am satisfied that redacting only the information that is not in the public interest to release, while releasing the rest of the documents will ensure the intent of the Act is met and will provide you with access to the majority of information held by CMTEDD within the scope of your request.

Documents subject to third party review

Documents subject to third party review have been withheld pending the conclusion of the third party review period (6 December 2018). You will be provided with these documents at the end of this period, unless a review has been sought with the Ombudsman.

Charges

Pursuant to *Freedom of Information (Fees) Determination 2017 (No 2)* processing charges are not applicable for this request because the total number folio's to be released to you is below the charging threshold of 50 pages.

Online publishing – Disclosure Log

Under section 28 of the Act, CMTEDD maintains an online record of access applications called a disclosure log. Your original access application, my decision and documents released to you in response to your access application will be published in the CMTEDD disclosure log on 7 November 2018. Your personal contact details will not be published.

Ombudsman Review

My decision on your access request is a reviewable decision as identified in Schedule 3 of the Act. You have the right to seek Ombudsman review of this outcome under section 73 of the Act within 20 working days from the day that my decision is published in CMTEDD disclosure log, or a longer period allowed by the Ombudsman.

If you wish to request a review of my decision you may write to the Ombudsman at:

The ACT Ombudsman
GPO Box 442
CANBERRA ACT 2601

Via email: actfoi@ombudsman.gov.au

ACT Civil and Administrative Tribunal (ACAT) Review

Under section 84 of the Act, if a decision is made under section 82(1) on an Ombudsman review, you may apply to the ACAT for review of the Ombudsman decision. Further information may be obtained from the ACAT at:

ACT Civil and Administrative Tribunal
Level 4, 1 Moore St
GPO Box 370
Canberra City ACT 2601
Telephone: (02) 6207 1740
<http://www.acat.act.gov.au/>

Should you have any queries in relation to your request please contact me by telephone on 6207 7754 or email CMTEDDFOI@act.gov.au.

Yours sincerely,



Sarah McBurney
Information Officer
Information Access Team
Chief Minister, Treasury and Economic Development Directorate

1 November 2018



ACT
Government

Chief Minister, Treasury and
Economic Development

FREEDOM OF INFORMATION REQUEST SCHEDULE

NAME	WHAT ARE THE PARAMETERS OF THE REQUEST	Reference NO.
	Details of all correspondence between the ACT Government and Fulton Hogan in relation to the Project between the period 1 January 2014 to 8 May 2014; and Details of all liquidated damages claimed against Fulton Hogan by the ACT Government due to the delays caused by the administration of Hewatt.	CMTEDDFOI2018-0227

Ref No	Page number	Description	Date	Status	Reason for Exemption	Online Release Status
1	1	Monthly Progress Report – December 2013 & January 2014	17 Feb 2014	Full Release	N/A	Yes
2	2-9	Monthly Progress Report – February 2014	6 Mar 2014	Full Release	N/A	Yes
3	10	Progress Payment Application	31 Mar 2014	WITHHELD	Sch 2 s2.2 (a)(xi)	N/A
4	11-13	Statutory Declaration	10 Apr 2014	WITHHELD	Sch 2 s2.2 (a)(ii)	N/A
5	14-15	Statutory Declaration	1 Apr 2014	WITHHELD	Sch 2 s2.2 (a)(ii)	N/A
6	16	Progress Payment Claim (Subcontractors)	1 Mar 2014	WITHHELD	Sch 2 s2.2 (a)(xi)	N/A
7	17-18	Email	17 Apr 2014	WITHHELD	Sch 2 s2.2 (a)(ii)	N/A
8	19-21	Email	7 May 2014	WITHHELD	Sch 2 s2.2 (a)(ii)	N/A
Total No of Docs						
8						

Incidents:

Report Only / Near Miss:

- 2/12 C-011885 a Rix laborer received a cut on his left calf when he lost his grip on some mesh. (FAC)
- 4/12 C-011987 a FH Ute received a broken canopy window when a strong wind gust blew it open. (Property Damage)
- 4/12 C-011987 A FH leading hand received a mild shock from a rural fence (Report Only)
- 4/12 C-012002 A mobile scaffold got blown over during high wind broke 2 buttons on a remote control trench roller (Property Damage)
- 6/12 C-012003 An 8 tonne D&H excavator contacted an underground low voltage street light cable but did not cause any damage. The indicator danger tape was located below the cable at the point of contact. (Near Miss)
- 9/12 C-012022 a Hewatt Troop Carrier over turned off the edge of an excavated ramp and rolled onto its roof. (Property Damage & FAC)
- 9/12 C-012142 A Hewatt fitter received a cut on his left index finger while checking oil level in scraper (FAC)
- 11/12 C-012066 a Zenith laborer jammed his hand between the trailer and back of the LV tray while unhooking the trailer. (FAC)
- 12/12 C-012143 A PES employee received an insect bite on his inner left elbow (Report Only)
- 16/12 C-012136 Hewatt laborer tripped on site and sprained wrist (FAC)
- 16/12 C-012137 a Hewatt scraper wheel suffered a cracked axle during operation. (Property damage)
- 17/12 C-012185 a Coates delivery vehicle was witnessed turning right into Gate 10 off Majura Rd. (Near Miss)
- 07/01 C-12254 Service strike of street light cable not identified on DBYD. (Property Damage)
- 08/01 C-12257 Unexpected non-friable asbestos pipes discovered during excavation. (Report Only)
- 08/01 C-12282 Care Traffic controller struck by Holden Jackaroo vehicle (FAC)
- 13/01 C-12353 Scraper operator suffered minor back strain. (Report Only)
- 14/01 C-12343 Water cart operator standing on top of tank without fall prevention. (Breach of golden rule - Near Miss)
- 14/01 C-12393 Worker hit thumb with hammer. (FAC)
- 15/01 C-12381 Drill rig casing slipped on river bed rock. (Property Damage)
- 15/01 C-12455 Labourer had cramps due to preexisting medical condition and heat stress
- 20/01 C-12467 Fitter had small cut to finger
- 23/01 C-12509 Grass smoldered from quick cut saw spark

Fulton Hogan will continue its efforts to minimise the risk of industrial disputation on the Majura Parkway Project through ongoing communication with the CFMEU and other stakeholders.

12 Human Resources

12.1 Current and Planned Resources and Staffing Levels

Item	Current	Planned
Staffing Levels	<ul style="list-style-type: none"> • 49 Fulton Hogan staff at site office • 1 Comacon • 20 Hewatt Staff • 12 Precision Survey staff • (variation daily) Subcontract personnel on site • 10 Fulton Hogan Wage employees • 1 army cadet (work experience) 	<ul style="list-style-type: none"> • Refer to the Organisation charts in Appendix N of Project Management Plan and Appendix K of this report

12.2 Confirmed Resources for February 2014

Title	Department
NIL	

12.3 Training

Below is a summary of trainings conducted during the reporting month:

Please note: Training Identity cards are currently being produced for all staff & wage employees which integrates with the platform already established through the PDP Integrated Management System. Continuing development of the system through IT tablets is currently being implemented on project.

Date	Training Details	Targeted Numbers	No.of Attendees	No. of structured training	Hours	Total Hours
8/2/14	Mobile Plant Management	10	9	0	2	18

12.4 Project Organisation Chart


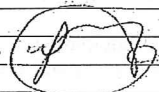
The Project Organisation Chart is appended to this Report.

ANNEXURE G22/L – CONTRACTOR OHS&R MONTHLY REPORT

- A subcontractors SWMS referenced old codes of practice.
 - Not all relevant Fulton Hogan project personnel had received "REAL Safety Leadership Training"
 - Although a project TNA (training needs analysis) could be verified, a similar company level TNA was reported to still be under development.
- OFI**
- Fulton Hogan Corporate team to consider developing a "Plant Risk Assessment (PRA) Review Checklist" (or similar) to assist with the review of subcontractor PRAs.

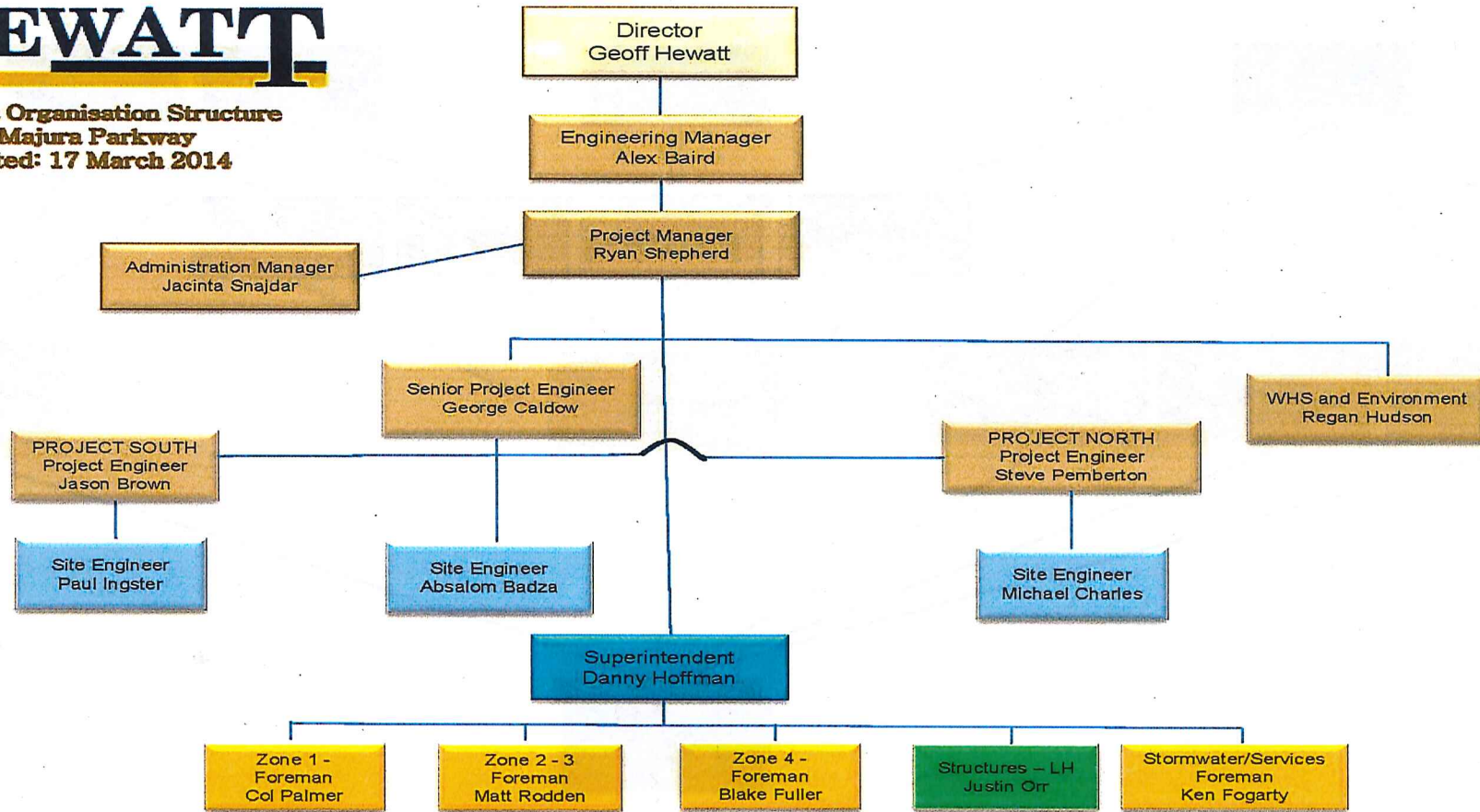
Comments on OHS Performance

- There were 17 incidents for February. These include "Near Miss Reports" and Reports Only":
- 03/02 2 labourers working within 2 meters of a deep excavation with inadequate fall prevention
 - 06/02 A Hewatt ute side swiped a star picket causing a small dent in side panel. (Property damage)
 - 06/02 A B-double public vehicle hit a row of jersey F-type barriers while performing a right turn onto Majura Rd. (Property damage)
 - 08/02 Semi-tipper tipped onto right hand side while tipping rock at stockpile. Cabin stayed upright. (Property Damage)
 - 11/02 Water cart reversed and knocked over light pole which landed on Monaro Highway. (Property Damage)
 - 11/02 Unexpected asbestos bonded pipes found during excavation. (Report only)
 - 13/02 Piling rig was clipped by a low loader that was leaving site under the guidance of a spotter. The rig received minor panel damage to a rail. (Property Damage)
 - 13/02 A labourer tripped over the trace wire in a trench and strained his hip. (FAC)
 - 17/02 Zenith labourer hit chin with pole undoing chain strap. (FAC)
 - 18/02 FH labourer hit lip while handling a 3" hose. (FAC)
 - 18/02 Excavator damaged LV street light cable. (Property damage)
 - 18/02 Front end loader operator strained shoulder exiting from cabin (Report Only / Near Miss)
 - 21/02 Telehandler reversed into parked light vehicle. (Property damage)
 - 22/02 Green cut concrete slurry chipped water cart window. (Property damage)
 - 24/02 FH labourer received a burn on palm from water pump exhaust (FAC)
 - 24/02 Dogman standing on steel beam 1.2M above water without fall prevention. (Near Miss)
 - 24/02 Hewatt labourer's motorcycle slid out from beneath him as he turned out Gate 8. (Report Only)

Contract Manager:	Ben Peach- 
Comments:	
Contractor Representative:	Malcolm Thomson- 
Comments:	

HEWATT

**Project Organisation Structure
Majura Parkway
Dated: 17 March 2014**



Appendix F – List of Major Subcontractors

SC No.	Subcontractor	Scope	Contract Signed	SC No.	Subcontractor	Scope	Contract Signed
SC002	Precision Survey Pty Ltd	Survey	19-Dec-12	SC023	Boss ACT Pty Ltd	FRP for Bridges (Package 1)	
SC003	Hewatt Earthworks Pty Ltd	Earth works	07-Feb-13	SC024	Maccaferri Australia Pty Ltd -NSW	High Strength Geotextile	11-Jan-13
SC004	BG&E Pty Ltd	Molonglo Bridge Design	04-Mar-13	SC025	B&D Crane Hire Pty Ltd	Crane Hire	21-Jan-13
SC009	Comacon Pty Ltd	Communications	08-Nov-12	SC027	VSL Australia Pty Ltd	Retaining Wall Design and Supply	20-Mar-13
SC011	Taren Contractors Pty Ltd	Service Coordinator	21-Dec-12	SC028	Capital Lines & Signs	Temporary Linemarking	18-Jan-13
SC012	Douglas Partners Pty Ltd	Geotechnical Investigation	19-Dec-12	SC035	Active Steel Pty Ltd	Supply of Reinforcement	21-Mar-13
SC013	Canberra Airport	Lease of Land	20-Nov-12	SC040	Holcim (Australia) Pty Ltd	Supply of Concrete	
SC015	Humes Pty Ltd	Precast Arches	20-Mar-13	SC046	Granor Rubber & Engineering Pty Ltd	Bridge Bearings	14-Feb-13
SC016	Care Traffic Services Pty Ltd	Traffic Control		SC050	Hawkins Civil Engineering Pty Ltd	Temporary Design	11-Jan-13
SC017	SCI Pty Ltd	Supply PSC Super T		SC055	Dappa Property Services Pty Ltd	Office Cleaning	11-Dec-13
SC018	Avopiling (NSW) Pty Ltd	Piling Works	20-Mar-13	SC057	Rix Group Pty Ltd	Soil Nails	
SC019	Downer EDI Works Pty Ltd	Asphalt Pavement Works		SC058	Amani Pty Ltd T/A D.J. Lynch Eng	Supply Bridge Railings	
SC020	Hanson Precast Pty Ltd	RSW		SC062	Digitin Coms Pty Ltd	Digitin Comms	31-Jan-13
SC021	Playsafe Fencing Pty Ltd	Fencing	11-Jan-13	SC083	Menard Bachy Pty Ltd	Grouting Works	13-Mar-13

Appendix H – Environmental Incidents Register

Majura Parkway Project - Environmental Incidents Register (Non-CAMS)							
Incident No.	Date	Incident Type	Details of Incident	Actions taken post notification of incident occurring	Follow up actions	reported in CAMS	link to report on G drive
2	5/02/2013	stockpile closure	Stop work request for stockpile at gate 3 from the EPA	Stop on importing material into this stockpile site in effect till further notice. John Turville and Irina Kiiger corresponding with EPA to resolve.	DA approval and Haulage road approval	Yes	
2	13/02/2013	tracking dirt onto public roads	Increased truck and dog traffic out of Gate 1 caused significant amount of dirt to be tracked onto closed lane of Moreshed Drive. Regular sweeper truck and water truck rounds and physical brush down of trucks and road, not sufficient to maintain a clean road.	passing EPA inspector also noticed increased load and arranged a meeting on site to discuss solution. Meeting with Rowan Peak, John Berry, John Turville and Prashanti Nandapalan on site resolved to amend construction methodology and design to allow for stabilised access to be installed. - Warning letter issued 25/3.	Sweeper truck and water cart to continue to make rounds.	Yes	002_Tracking onto Moreshed Drive 2013.03.10 FH Response to ACT EPA Warning Notice signed.pdf
3	16/02/2013	dozer in Molonglo River	Vandals broke into a Hewatt DB Dozer on the bridge 3 southern abutment on Saturday night. They broke the flashing yellow light and drove the dozer through the ATP and silt fences and into the Molonglo River. The dozer was left running in first gear. The incident was reported to the police by a cancer roving post on Sunday morning. The police contacted Hewatt's who contacted PH. Ben Keimers from FH called Rodney Dix from the EPA after he could not reach John Turville, EPA, HAZMAT and PH worked together to install a ban around the dozer to capture any oil that had the potential to leak out of the Dozer. Resources were not available to extract dozer on Sunday.	Dozer removed on Monday 18th Feb by Hewatt's. PH retained disturbed bank, covering with matting and tree rubbish to stabilise area. Silt curtain installed by Hewatt's 22/02/13. EPA's Tim Gibb notified once final step of installing silt curtain installed.	Daily water quality monitoring as per Authorisation 0993	Yes	
4	15/02/2013	EPA report of importing soil into gate 3 stockpile	Rodney Dix reported seeing a truck exiting the stockpile area at gate 3. A ban of importing material into this area in effect. Rodney questioned if ban being adhered to after seeing truck	EPA requested incident report Crews reminded again of ban during Toolbox meeting 22/2/13		Yes	
5	28/03/2013	Oil spill onsite	ACT Forests Forestry contractor had a small oil spill from a logging truck that occurred within our project boundary	As this was within our site, Fulton Hogan scraped the contaminated soil and stockpiled this to an area outside the construction corridor offsite. This was then banded and appropriately signposted.	ACT Parks was notified of the incident.	Yes	
6	4/03/2013	oil spill onsite	D-Group truck and dog delivering soil to Bridge 3 Southern Abutment. When the trailer was being lowered it snagged and broke the oil line. Approx 20L of oil spill in a 2m dia area near stockpile. Truck was moved out of the way of moving vehicles to be repaired, more oil was spilled during diagnosis.	Contents of 2 spill kits (1 bin kit and 2 bag kit) was used to cover, contain and absorb the oil. Once oil absorbed up, sponges disposed in garbage bags provided in spill kits and contaminated soil scrapped up and loaded back into D-Group truck for disposal at landfill by D-Group at their cost.	D-Group will send Hewatt's a docket from landfill - need to chase up docket from Hewatt's - Peter Hewatt	Yes	
7	13/03/2013	Tracking through Creek ch. 31000 - 31200	vehicles tracked through creek at chainage 31200 approx causing disturbance to the banks and creek bottom.	The area was assessed, damaged areas lined with bitum and seeded with fast growing sterilised ryegrass. The area was also fenced off and declared a no-go zone.	Maintenance of ryegrass	Yes	
8	5/04/2013	Contaminated material delivered to site	Imported fill material to be placed into the bridging layer at approx chainage 4300 was found to be contaminated with Hydrocarbons. Material was dumped onto bridging layer, dozer driver could smell petrol coming off the material.	All suspected contaminated material was removed from site and sent back to its point of origin. No further material was accepted from this site.	Details of how many loads of material accepted to site prior to this contaminated load to be sent to EPA.	Yes	004_Contaminated Import Contaminated fill incident report - Hewatt's.docx
9	13/04/2013	Oil leak from old car body	During the dewatering of Woolshed Creek at ch 3600 (Creek diversion #3), workers came across an old car body in the creek, which it was being pulled out thy ground crew noticed oil leaking from car body.	Enviro team attended site with a spill kits. Booms of water to absorb and contain oil. Nearby digger asked to remove area of reeds and soil from Creek which was covered in oil. The pipe within the creek crossing was covered with geotextile to ensure that no oil got through to the side of the crossing into another section of creek to be dewatered.	Obtain classification for contaminated material removed from creek and dispose of material at a licensed facility.	Yes	
10	24/04/2013	Exceeding corridor limits	Temporary earth dam constructed such that approx 5m of the dam is outside the delineated construction corridor	Warning letter issued to Hewatt's, EPA notified. Corrective action of moving the dam to within the corridor to occur Monday 29th April.	Re-location of Dam.	Yes	
11	3/05/2013	Asbestos removal complaint	At approximately 2pm a complaint was received by an engineer working at Bridge 6. The workers at the site complained that dust was blowing in their direction from nearby asbestos removal operation. The workers were concerned for their health as there was a period when the water cart was not at the site spraying the asbestos material to keep the fibres from being airborne.	Upon receiving the call, Brendan Shannon called George Caldwell from Hewatt's earthworks to get more details of what was taking place. George discussed the issue with the onsite foreman and confirmed that a water truck had broken down and there was a period of 30-40 minutes when there was no water cart on site. Hewatt's explained that the asbestos was bonded, and there was a relatively small amount of asbestos in the ground.	On 2.03.2013 the engineer looking after bridge 6 toolboxed the foreman and leading hand that raised the initial concern, not knowing all the details they were assured that the danger was minimal.	Yes	
12	26/05/2013	Dewatering	Dewatering procedures not properly followed, licence requirements not been met by Major subcontractor Hewatt.	Ceased Pumping, Training, Letter to Hewatt	Training	No	
12	13/07/2013	Injured Kangaroo	Kangaroo with broken leg at ch 30200 (western alignment)	ACT Parks arrived, shot kangaroo due to injuries	na	no	
12	22/07/2013	Injured Kangaroo	Kangaroo with broken foot at ch 2900	ACT Parks arrived, ushered roo offsite	na	no	
13	25/07/2013	Waste management	Wet concrete waste from a concrete pour was discharged uncontrolled onto the ground observed at two culvert location C10.2 and C7.6	Operation ceased, concrete waste removed, new concrete washouts installed at C10.2 and C7.6 Operation ceased, all waste from sucker trucks to be taken offsite moving forward. New sweeper truck waste tip location built at Durtroon Oval, issue toolboxed	Monitoring of installed washouts	Yes	
14	25/07/2013	Waste management	Waste from sucker trucks and sweeper trucks was observed to be discharged uncontrolled at gate 9 and adjacent to basin B1660	Vehicle hit kangaroo on majura road. Severely injured	Construction of new sweeper truck washout	Yes	
14	13.08.2013	Injured Kangaroo	Vehicle hit kangaroo on majura road. Severely injured	Called parks ACT, ranger attended site and shot roo	na	no	
15	17/09/2013	Silt curtain broke	During heavy rainfall event (73mm) Molonglo River water level raised and large debris floated River, hit silt curtain and pull out downstream end of silt curtain. Primary controls (mulch bund on bank) in tact.	Action to be taken once River velocities reduce and site is safe to access. Curtin will be pulled in and re-connected.		no	
19		Unexpected Asbestos find	During excavation for the new drainage line at ch 2300 asbestos was uncovered. The unexpected find procedure was followed.	Ceased works, reporting to EPA, classification of material, removal offsite, final report	Reporting	Yes	

9 Quality Systems

9.1 Overview

Fulton Hogan encourages quality performance based on employee involvement, pride in workmanship and commitment to quality. We believe in "QUALITY FROM START TO FINISH; DOING IT RIGHT THE FIRST TIME". Fulton Hogan recognises that employees are our greatest asset and quality can only be achieved through the commitment of all team members with support from management. We have continuously strived to improve our quality through Plan→Do→Check→Act process.

FH and PES management continue to discuss quality matters during weekly discipline coordination meetings and on a day-to-day basis.

9.2 Quality Issue and Resolution

The project team continues to communicate the good quality outcomes to all stakeholders and work on areas for improvement with progressive feedbacks from managers, the Site Management Team and working crews. Some issue that were highlighted in March 2014.

- A meeting about bridge 2 arches installation issue was held between Fulton Hogan, Reinforced Earth and Client on Monday, 17 March, 2014 to resolve the issues and actions to be taken by each party.
- The storm water asset handover meeting between client (SSP and PES), FH and subcontractor (Hewatt and D-Tech Services) was held on 04 March 2014. It was agreed the CCTV survey for drainage would follow Water Services Association of Australia (WSA) and TAMs criteria.
- Hanson Precast refuses to manufacture the unbuilt barrier shell to the updated drawings, which was transmitted via Transmittal 0675 on 18 Nov 2013. The structure engineer team was engaged to resolve this matter as soon as possible.

9.3 Audits and Inspections

9.3.1 Audits:

PES's quality and environmental management system implementation audit responses, including the three Corrective Action Requests (CARs) for Quality, were accepted/closed-out. The quality team focused on improving the quality of the current works and the upcoming works to avoid any CARs.

An Internal quality audit was conducted by Salar Aga (Eastern Region Quality Manager) on 25 and 26 February. He recognised major improvement in Quality records and statistics from his last Audit conducted on 21 to 23 August 2013. Fulton Hogan Quality team has worked in continuous cooperation with PES, addressing various quality concerns as required. This has also been acknowledged by PES in a feedback to Salar during the audit. We are awaiting a detailed report from him.

Pothole repairs and linemarking – Majura Rd & Federal Hwy

In April, we expect the following works to occur which will involve Traffic Control:

- Traffic switch at Monaro Highway onto the new off ramp.
- Services works will be occurring which will involve the closure of Morshead Dr and Fairbairn Ave.
- Mt Majura Road service road construction.
- Fairbairn Ave eastbound widening.
- Monaro Highway off ramp median works at Dairy Flat Rd bridge.
- Street sweeping (mobile works).
- Federal Highway works.

Current Statistics:

• Approved TCP's/hold points released	-	369
• Current VMP revision	-	27
• Road Safety Audits	-	4
• Desktop Safety Audits	-	15
• Traffic switches	-	3
• VMS Boards	-	10
• Speed Radars	-	4

11 Industrial Relations

Fortnightly meetings between Project, CFMEU and ACT Government representatives were unable to take place during March 2014. However, ongoing communication between the Project Industrial Relations Manager and CFMEU continued with no significant issues being raised.

Industrial Relations compliance by sub-contractors on the Project continues to be monitored and is progressing well with no industrial issues identified minimising industrial risk on the Project.

12 Human Resources

12.1 Current and Planned Resources and Staffing Levels

Item	Current	Planned
Staffing Levels	<ul style="list-style-type: none"> • 46 Fulton Hogan staff at site office • 19 Hewatt Staff • 12 Precision Survey staff • (variation daily) Subcontract personnel on site • 12 Fulton Hogan Wage employees 	<ul style="list-style-type: none"> • Refer to the Organisation charts in Appendix N of Project Management Plan and Appendix K of this report

Appendix F – List of Major Subcontractors

SC No.	Subcontractor	Scope	Contract Signed	SC No.	Subcontractor	Scope	Contract Signed
SC002	Precision Survey Pty Ltd	Survey	19-Dec-12	SC023	Boss ACT Pty Ltd	FRP for Bridges (Package 1)	
SC003	Hewatt Earthworks Pty Ltd	Earth works	07-Feb-13	SC024	Maccaferri Australia Pty Ltd -NSW	High Strength Geotextile	11-Jan-13
SC004	BG&E Pty Ltd	Molonglo Bridge Design	04-Mar-13	SC025	B&D Crane Hire Pty Ltd	Crane Hire	21-Jan-13
SC009	Comacon Pty Ltd	Communications	08-Nov-12	SC027	VSL Australia Pty Ltd	Retaining Wall Design and Supply	20-Mar-13
SC011	Taren Contractors Pty Ltd	Service Coordinator	21-Dec-12	SC028	Capital Lines & Signs	Temporary Linemarking	18-Jan-13
SC012	Douglas Partners Pty Ltd	Geotechnical Investigation	19-Dec-12	SC035	Active Steel Pty Ltd	Supply of Reinforcement	21-Mar-13
SC013	Canberra Airport	Lease of Land	20-Nov-12	SC040	Holcim (Australia) Pty Ltd	Supply of Concrete	
SC015	Humes Pty Ltd	Precast Arches	20-Mar-13	SC046	Granor Rubber & Engineering Pty Ltd	Bridge Bearings	14-Feb-13
SC016	Care Traffic Services Pty Ltd	Traffic Control		SC050	Hawkins Civil Engineering Pty Ltd	Temporary Design	11-Jan-13
SC017	SCI Pty Ltd	Supply PSC Super T		SC055	Dappa Property Services Pty Ltd	Office Cleaning	11-Dec-13
SC018	Avopiling (NSW) Pty Ltd	Piling Works	20-Mar-13	SC057	Rix Group Pty Ltd	Soil Nails	
SC019	Downer EDI Works Pty Ltd	Asphalt Pavement Works		SC058	Amani Pty Ltd T/A D.J. Lynch Eng	Supply Bridge Railings	
SC020	Hanson Precast Pty Ltd	RSW		SC062	Digitin Coms Pty Ltd	Digitin Comms	31-Jan-13
SC021	Playsafe Fencing Pty Ltd	Fencing	11-Jan-13	SC083	Menard Bachy Pty Ltd	Grouting Works	13-Mar-13

Progress Payment Application

Principal : Australian Capital Territory Government, Shared Services Procurement, Treasure
 Contract No : 2011.2005.0140.05.312
 Project : Majura Parkway
 Client Representative : Professional Engineering Services
 Valuation Date : 31-Mar-14 Payment Claim No : 19

Contract Sum

Contract Sum : \$243,888,018.74
 Add GST : \$24,388,801.87
 Contract Sum plus GST : **\$268,276,820.61**

Progress Claims to Date

Prepayment
 Total of Schedule Of Rates Items
 Total of Schedule Of Prices Items
 Costs against Provisional Sum Items
 Variations Claimed (+/-)
 Rise & Fall Claimed (+/-)
 Materials Off Site Claimed
 (Sub Total P)

Sch 2.2(a)(xi)

Summary of Variations / Adjustments

Variations Approved
 Rise & Fall Adjustments Agreed
 Others - Qty Adjustments
 Variations / Adjustments Total

Sch 2.2(a)(xi)

Add GST

Total including GST (Subtotal B)

Contract Sum plus GST from above

Revised Contract Sum including GST **\$292,686,930.84**

Cost Adjustment to Date

To Previous Claims : -
 To This Claim : -
 Others 1 : -
 (Sub Total Q)

Sch 2.2(a)(xi)

Claim to date after Adjustments (P+Q)

Less Previous Payments to Date

Total this claim (excluding GST)

Add GST @ 10%

Total amount for Payment

Time

Original Contract Completion Date : 29-Jul-15
 Extension of Time Granted : **45.5 Days**
 Revised Contract Completion Date : **2-Oct-15**

Malcolm Thomson - Project Director
 Date : 31 March 2014

Schedule 6 Statutory Declaration

Refer to clause 58.6.2 of the GC21 General Conditions of Contract.

STATUTORY DECLARATION

Statutory Declarations Act 1959 (Cth)

I, Malcolm Thomson of 6/31 Eastlake Parade, Kingston A.C.T. 2604 make the following declaration under the Statutory Declarations Act 1959 (Cth),

1. In this declaration a reference to:
 - a. "Contract" means an agreement which has or will shortly be entered into between the Australian Capital Territory and the Contractor for the provision of works in respect of the Project.
 - b. "Contractor" means Fulton Hogan Construction ABN 46 010 240 758;
 - c. "Project" means Project No 2012.2005.0140.312 for the construction of dual carriageway for the length of approximately 11.5km of Majura Parkway from Monaro Highway to the Federal Highway; and
 - d. all capitalised words or terms have the same meaning as defined in the Contract.
2. I am authorised on behalf of the Contractor to make this declaration.
3. All Employees of the Contractor who have at any time been employed by the Contractor in respect of the Project have, at the date of this statutory declaration, been paid all moneys due and payable to them in respect of their employment on the work under the Contract.
4. The Contractor has made provision for all other benefits (as required by Prescribed Legislation) accrued in respect of its Employees as at the date of this statutory declaration.
5. All Subcontractors, Suppliers and Consultants have been paid all amounts payable to each of them by the Contractor as at the date of this statutory declaration with respect to engagement by each of them for the performance of Work or the supply of materials for or in connection with the Contract.
6. All workers compensation insurance premiums payable by the Contractor to the date of this statutory declaration in respect of the Work done in connection with the Contract have been paid.
7. All payroll tax payable by the Contractor in respect of wages paid or payable to the relevant Employees of the Contractor for Work done in connection with the Contract to the date of this statutory declaration has been paid.
8. The provisions of clause "Subcontractor relationships", if included in the Contract, have been complied with by the Contractor.

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

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

Sch 2.2(a)(ii)

Malcolm Thomson

Declared at Majura Park, Canberra on 10th of April 2014

Before me:

Sch 2.2(a)(ii)

Diarmuid Eoghan O'Connor, FIPA National Institute of Accountant, 3, Mackey Street, Surry Hills NSW 2010

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

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

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

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

Schedule 7

Statutory Declaration

Refer to clause 62.7.2 of the GC21 Subcontract

STATUTORY DECLARATION

Statutory Declarations Act 1959 (Cth)

I, Renato Gaspari, **Sch 2.2(a)(ii)** Business Director,
make the following declaration under the Statutory Declarations Act 1959 (Cth),

1. In this declaration a reference to:
 - a. "Contract" means an agreement which has or will shortly be entered into between the Australian Capital Territory and the Contractor for the provision of works in respect of the Project.
 - b. "Subcontract" means an agreement which has or will shortly be entered into between the Contractor and the Subcontractor for the provision of works in respect of the Project.
 - c. "Subcontractor" means Hewalt Pty Ltd
ABN 39 120 060 095 ;
 - d. "Project" means Project No 2012.2005.0140.312 for the construction of dual carriageway for a length of approximately 11.5 kilometers of Majura Parkway from Monaro Highway to the Federal Highway; and
 - e. all capitalised words or terms have the same meaning as defined in the Contract and those meanings apply in this Schedule unless the context otherwise requires.
2. I am authorised on behalf of the Subcontractor to make this declaration.
3. All Employees of the Subcontractor who have at any time been employed by the Subcontractor in respect of the Project have, at the date of this statutory declaration, been paid all moneys due and payable to them in respect of their employment on the work under the Subcontract.
4. The Subcontractor has made provision for all other benefits (as required by Prescribed Legislation) accrued in respect of its Employees as at the date of this statutory declaration.
5. All Sub-subcontractors, Suppliers and Consultants have been paid all amounts payable to each of them by the Subcontractor as at the date of this statutory declaration with respect to engagement by each of them for the performance of Work or the supply of materials for or in connection with the Subcontract.
6. All workers compensation insurance premiums payable by the Subcontractor to the date of this statutory declaration in respect of the Work done in connection with the Subcontract have been paid.

7. All payroll tax payable by the Subcontractor in respect of wages paid or payable to the relevant Employees of the Subcontractor for Work done in connection with the Subcontract to the date of this statutory declaration has been paid.
8. The Subcontractor has and continues to comply with WHS Legislation, including the due diligence obligation contained in the legislation, in accordance with Item 1 of Schedule 10 to the Subcontract.
9. The provisions of clause "Sub-subcontractor relationships", if included in the Subcontract, have been complied with by the Subcontractor.
10. All Sub-subcontract security held in the form of cash and all cash retentions from Sub-subcontractor payments are held in trust by the Subcontractor. The cash security and retentions are held in trust for whatever party is entitled to them, until payment is made to that party.
11. The Subcontractor is maintaining complete records to account for the cash. The records are available to the relevant Sub-subcontractors and the Principal on request.

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

Sch 2.2(a)(ii)

[Signature of person making the declaration]

RENATO GASPARI

[Print name of person making the declaration]

Declared at Canberra on 1 April 2014

Before me:

Sch 2.2(a)(ii)

[Signature of person before whom the declaration is made]

ALEXANDER BAIRD MIEAUST N° 2087648

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

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

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

Majura Parkway – Monaro Highway to Federal Highway
Subcontract No: 7YY SC 002
Rev 1 22_10_12

Sch 2.2(a)(xi)

From: Thomson, Malcolm
To: [Alex Baird](#)
Cc: [Nadanapatham, Pushpa](#); [Geoff Hewatt](#); [Howard, Stephen](#); [Allan Kennedy](#); [Sch 2.2\(a\)\(ii\)](#); [Harrison, Jonathan](#); [Kessler, Peter](#)
Subject: RE: Majura Parkway - Notice
Date: Thursday, 17 April 2014 3:33:13 PM
Attachments: [image001.jpg](#)
[image002.jpg](#)
[image003.jpg](#)
[image004.jpg](#)
[Hewatt Letter 17 April 2014.pdf](#)

Alex,

Please find attached response to this morning's notice.

Regards

Malcolm Thomson

[Project Director - Majura Parkway Project]

[Fulton Hogan Construction Pty Ltd | PO Box 369 Campbell ACT 2612 |

[Sch 2.2\(a\)\(ii\)](#)

www.fultonhogan.com <<http://www.fultonhogan.com>>

From: Alex Baird [Sch 2.2\(a\)\(ii\)](#) [@hewatt.com.au](mailto:alex.baird@hewatt.com.au)
Sent: Thursday, 17 April 2014 9:14 AM
To: Thomson, Malcolm
Cc: Nadanapatham, Pushpa; Geoff Hewatt; Ryan Shepherd
Subject: Majura Parkway - Notice

Malcolm,

Please find attached a notice for Fulton Hogan.

Kind Regards

Alex Baird MIEAust

General Manager

B.Eng (Civil) (Hons)

cid:image002.jpg@01CD10AD.8A87BAB0

PO Box 94 HALL ACT 2618

T 02 6227 5694 | F 02 6227 5687 | **Sch 2.2(a)(ii)**

Sch 2.2 @hewatt.com.au **Sch 2.2(a)(ii)** @hewatt.com.au> | <<http://www.hewatt.com.au/>> www.hewatt.com.au

Communication Honesty Accountability Respect Teamwork

cid:image002.jpg@01CC3A4C.631667C0cid:image003.jpg@01CC3A4C.631667C0cid:image004.jpg@01CC3A4C.631667C0

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From: Allan
To: [Thomson, Malcolm](#)
Cc: [Majura Site Management](#); [Howard, Stephen](#)
Subject: FW: Payments to subbies
Date: Wednesday, 7 May 2014 8:24:01 AM
Importance: High

Malcolm,

Further to our discussion with Stephen Howard yesterday, upon review of the Majura Parkway GC21 Construction Contract it is my view that ultimately Fulton Hogan will be responsible for any of its engaged subcontractor defaults including Hewatt's subcontractors. Fulton Hogan need to consider these contract requirements when negotiating a continuation/payments with Hewatt's.

Basically either way Hewatt's subcontractors are Fulton Hogan's responsibility whether Hewatt ceases on the Majura Parkway or not.

See information below that supports my view.

Regards
Allan Kennedy,
PAP, Majura Parkway Project

.....
Q: Who is at risk when subcontractors are not paid?

Legally the (head) Contractor is "solely responsible for all Subcontractors (including Subcontractors engaged in accordance with clause 29.3) and is liable for their acts and omissions as if such acts or omissions were those of the Contractor" - Clause 28.1 of GC21 Contract

In clause 28.2 the Contractor "indemnifies the Principal against all claims (including *Claims*), actions, loss or damage and all other liability arising out of any acts or omissions of Subcontractors."

The contractor is required to undertake the project in accordance with the Industrial Relations and Employee Obligations Strategy (IRE). Hence FH should be requiring Ethical Suppliers Declarations from Hewatt with every payment claim. In this declaration Hewatt is required to declare that:

"All Subcontractors, Suppliers and Consultants have been paid all amounts payable to each of them by the Contractor as at the date of this statutory declaration with respect to engagement by each of them for the performance of Work or the supply of materials for or in connection with the Contract."

The contract also contains other provisions to ensure the Contractor cascades obligations to it's larger subcontractors. The general list is included in Schedule 9 of GC21 (copied below) and includes items such as IRE and sub-contractor relationships.

Relevant GC21 Extracts

28 Subcontractor relationships

.1 The Contractor is solely responsible for all Subcontractors (including Subcontractors engaged in accordance with clause 29.3) and is liable for their acts and omissions as if such acts or omissions were those of the Contractor. Subcontracting of any obligation under the Contract does not affect the Contractor's obligations or liability under the Contract.

.2 The Contractor indemnifies the Principal against all claims (including *Claims*), actions, loss or damage and all other liability arising out of any acts or omissions of Subcontractors.

.3 The Contractor must include in every Subcontract: .1 details of the Contractor's obligations in connection with the Contract which are to be carried out by the Subcontractor;

.2 the relevant provisions of clauses 13, 14, 15, 23, 24 and 25;

.3 consent for the Subcontract to be novated to the Principal or its nominee, if required by the Principal in the circumstances contemplated by clause 73.6.3;

.4 when possible, a right of termination for convenience.; and

.5 provisions consistent with Schedules 13 and 14.

.4 In addition, the Contractor must include: .1 in each Subcontract with a Subcontractor valued at or over the amount stated in Contract Information item 29, written provisions giving effect to the requirements set out in Schedule 9 (Subcontract requirements); and

.2 in each Subcontract with a Subcontractor valued below the amount stated in Contract Information item 29, a written provision requiring the Contractor to pay the Subcontractor within the number of days stated in Contract Information item 30 after the Subcontractor has claimed payment in accordance with the Subcontract.

General requirements for specified subcontracts (in this contract – all subcontracts >\$200K)

In addition to its obligations under clause 28.3, for all Subcontracts valued at or over the amount stated in Contract Information item 29, the Contractor must include requirements consistent with the provisions of the following clauses and schedules of this Contract:

1. clause 3 - Co-operation
2. clause 4 - Duty not to hinder performance
3. clause 5 - Early warning
4. clause 6 - Evaluation and monitoring
5. clause 10 - Governing law of the Contract
6. clause 13 - Compliance with Code of Practice for Procurement
7. clause 14 – No collusive arrangements
8. clause 15.1.1 - Occupational Health and Safety management, except that the submission and implementation of the Safe Work Method Statements is subject to the decision of the Contractor as principal contractor for occupational health and safety matters.
9. clause 15.1.6 - Aboriginal Participation in Construction
10. clause 23 – Intellectual Property
11. clause 24 - Confidentiality
12. clause 25 – Media releases and enquiries
13. clause 26 – Care of people, property and the environment, indemnities and limitations
14. clauses 27.13, 27.19.1.1, 27.19.1.2, 27.19.1.5 and 27.19.1.6 - Insurances
15. clause 28 – Subcontractor relationships
16. clause 58 – Payment Claims
17. clause 59 – Payments
18. Schedule 1 (Subcontractor's Warranty) together with an obligation to execute and deliver the Warranty to the Principal (only if the Subcontractor is required by clause 30 to provide the warranty)
19. Schedule 9 (Subcontract requirements)
20. Schedule 13 (Work health & safety)
21. Schedule 14 (Industrial relations requirements).

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