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|  |
| GENERAL SPECIFICATION  (MINOR WORKS) |
|  |
|  |
| [INSERT CONTRACT NAME] |
| CONTRACT NO: [INSERT CONTRACT NUMBER] |
| [Guidance Note: clauses in this General Specification should be amended or deleted as necessary to suit the requirements of the specific project. Green guidance notes should be deleted and yellow fields completed before document is issued] |

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the specification

[Guidance note: delete if order of precedence of specification documents is stated elsewhere.]

* + 1. [Guidance Note: List all of the separate documents that comprise the specification, in the order that they are to take precedence.](**Documents comprising the specification**)The specification comprises the following documents:
       1. this General Specification;
       2. [list documents comprising the specification];
       3. [list documents comprising the specification].
    2. (**Precedence**)The documents comprising the specification shall be taken to be mutually explanatory.If there is any ambiguity, inconsistency, conflict, or discrepancy between any of the documents listed in clause 1.1, then the documents will take precedence in the order set out in clause 1.1 with the document listed at 1.1(a) being the highest in the order.

DEFINITIONS

[Guidance Note: List the definitions of all of the terms used in this document which require definition but which are not defined elsewhere. Note that terms should not be capitalised unless they are defined, or drafting convention requires e.g. names]

* + 1. (**Definitions)** Capitalised terms used in the General Specification have the meanings assigned to them in the General Conditions of Contract (if any) unless the context otherwise requires. Terms which are separately defined in a specific clause have the meanings assigned in those clauses. Otherwise, in the General Specification:
       1. **Approvals** means certificates, licences, accreditations, clearances, authorisations, consents, permits, approvals, determinations and permissions from any Authority and any related fees and charges;
       2. **Authority** means any Federal, State, or local government authority, administrative or judicial body or tribunal, department, commission, agency, government owned corporation, statutory body or instrumentality or any other person having jurisdiction over the project;
       3. **General Conditions of Contract** means the General Conditions of Contract referred to in the formal instrument of agreement to which this General Specification is attached;
       4. **General Specification** means this document and all attachments to it which forms part of the Contract;
       5. **[Insert defined term]** means [insert meaning]; and
       6. **[Insert defined term]** means [insert meaning].

plant, equipment and methOds

The Contractor is responsible for choosing the appropriate plant, equipment and work methods for the purpose and environment for which they are to be used. The Contractor shall cause the least possible interference with existing amenities, whether natural or man-made. The Contractor shall take all practical steps to minimise the amount of noise caused by carrying out WUC.

principal supplied materials

[Guidance note: Use this clause if the Principal is to supply materials to the Contractor free of charge for inclusion in The Works]

* + 1. (**Definitions**) In this clause, ‘**Principal Supplied Materials’** means the following materials and any other materials which the Principal is required under the Contract to supply, or which the Principal otherwise agrees in writing to supply, to the Contractor free of charge for use in WUC:
       1. [list Principal Supplied Material or cross reference to where the material is identified elsewhere in the Contract];
       2. [list Principal Supplied Material or cross reference to where the material is identified elsewhere in the Contract].
    2. (**Principal’s obligation to provide**) The Principal must:
       1. deliver Principal Supplied Materials to the Site; or
       2. make the Principal Supplied Materials available at the location (if any) stated in the Contract,

at the time at which the Program required the materials to be provided or made available, or such other time as the Principal agrees in writing.

* + 1. (**Inspection by Contractor**) Upon any Principal Supplied Materials being delivered or made available, the Contractor must immediately inspect the materials and ensure that the specified quantity has been delivered and that the materials are in a condition which complies with the requirements of the Contract.
    2. (**Notice of deficiencies**)If, within 5 Business Days of the materials being delivered or made available, the Contractor does not notify the Principal in writing of any deficiencies, then it shall be deemed that the specified quantity of Principal Supplied Materials has been delivered or made available to the Contractor in a condition that complies with the Contract.
    3. (**Risk**)Any Principal Supplied Materials which, after it is delivered or made available to the Contractor, is lost, destroyed, contaminated, or altered in any way such that the materials no longer comply with the Contract, shall be immediately removed, disposed of, and replaced by the Contractor, at the Contractor’s expense, with materials that comply with the Contract, unless the Principal expressly directs otherwise. The Contractor must notify the Principal in writing of any lost, destroyed, contaminated, or altered materials within 5 Business Days of becoming aware of such events.
    4. (**Excess**) Unless otherwise directed by the Principal, the Contractor must return any excess Principal Supplied Materials to the Principal at the place required by the Principal.
    5. (**Ownership**)Principal Supplied Materials, other than destroyed, contaminated or altered material which is disposed of by the Contractor pursuant to clause 4.5 shall, notwithstanding anything else in this clause 4, remain the property of the Principal at all times.

work by others

[Guidance note: delete this clause if there is no Work being undertaken by others in connection with WUC]

* + 1. (**Work by others**) The following Work will be undertaken by others:
       1. [list general description of works];
       2. [list general description of works].
    2. (**Obligation to** **cooperate**)The Contractorand its Personnel shall liaise, cooperate, and coordinate WUC with the Principal and any other Personnel of the Principal performing Work or services at the Site (including the Work identified in clause 5.1) so that, to the extent that it is within the control of the Contractor, WUC is coordinated and integrated with the Work and services performed by the Principal’s Personnel. The Contractor must use all reasonable endeavours to avoid interference with, or disruption to, or delay to WUC, to the Work identified in clause 5.1 and to any other Work or services undertaken by the Principal’s Personnel at the Site. The Contractor must keep the Principal informed on all matters involving such coordination.

SITE

* + 1. (**Location**) The Site is identified in **Appendix A**.
    2. (**Site Conditions**) The Contractor is deemed to have:
       1. visited the Site prior to entering into the Contract to ascertain local conditions and the extent of WUC;
       2. familiarised itself with all relevant factors, including the availability of temporary access, temporary lighting and power, telephone services, water supply, waste disposal facilities, labour supply and weather conditions; and
       3. made allowance in the Contract Sum for provision of any services required to enable WUC to be performed.
    3. (**Public Utilities**) Where overhead public utility lines and surface drainage works and/or underground pipes, conduits, or cables exist in the vicinity of The Works, the Contractor shall take all necessary precautions to protect such facilities from damage and, in the case of any damage occurring to such facilities, the matter shall be immediately reported to the department or company concerned and the Principal. The cost of the necessary repairs or renewals shall be borne entirely by the Contractor. If it is found to be necessary to alter the location or level of any existing mains or services to conform with the requirements of the Contract, then the Contractor shall notify the Principal immediately. Should relocation of existing services be specified or directed by the Principal, the Contractor shall arrange for the Work to be carried out by the appropriate municipal, public or statutory authority.
    4. (**Requirements of access or possession**) The Contractor’s attention is drawn to clause 17 of the General Conditions of Contract. The following documentation and information must be provided as a requirement of the Principal giving possession of the site:

|  |  |  |
| --- | --- | --- |
| Item | Description [AMEND AS REQUIRED] | Relevant clause |
|  | [DELETE WHERE RETENTIONS ARE BEING DEDUCTED]Security; | Clause 3 of the General Conditions of Contract |
|  | Documentary evidence of the giving of notice and the payment of the portable long service levy to Qleave | Clause 7A of the General Conditions of Contract |
|  | Updated Program | Clause 9 of this General Specification |
|  | Work health and safety plan and other work health and safety documentation (including, if applicable, evidence of payment of fees and lodgement of notice appointing the Contractor as principal contractor) | Clause 8A of the General Conditions of Contract |
|  | Quality Management Plan | Clause 10.2 of this General Specification |
|  | Inspection and test plan | Clause 10.3 of this General Specification |
|  | Dilapidation survey | Clause 11.2 of this General Specification |
|  | Environmental management plan | Clause 12.2 of this General Specification |
|  | Cultural heritage plan | Clause 14.3 of this General Specification |
|  | Traffic management plan | Clause 15 of this General Specification |
|  | Security in the form required by the *Contract* | Clause 3 and Annexure Part A of the General Conditions of Contract |
|  | Evidence of insurance | Clause 14.1 of the General Conditions of Contract |
|  | [detail any other specific requirement to be met before possession of the site will be given]. |  |

* + 1. (**Services**) Except to the extent that the Contract expressly provides otherwise, the Contractor must, at its expense, connect and otherwise provide all required services, including water, sewerage, drainage, electricity and communications and obtain all required Approvals for connection.
    2. (**Locations within Site**) The Contractor must ensure that all plant, equipment, materials, temporary workshops, stores and offices are kept within the confines of the Site at locations approved by the Principal.
    3. (**Deliveries**) The Contractor is responsible for delivery and unloading of all goods, equipment and other materials used in WUC (including any such materials used by subcontractors), providing space for the storage of the materials, handling the materials, and checking that the materials comply with the requirements of the Contract.
    4. (**Setting out**) The Contractor shall be responsible for setting out The Works from the information shown on the drawings. The Contractor must check all dimensions on Site before proceeding with WUC. The Contractor shall notify the Principal of any omissions or discrepancies within the drawings or specification. Where the Contractor has commenced Work on any component of The Works, the Contractor shall be deemed to have reviewed all dimensions and have accepted responsibility for any errors.

latent conditions

[Guidance note: the General Conditions of Contract do not contemplate latent conditions. Use this clause if Principal intends to allow the Contractor an EOT and additional cost for dealing with latent conditions]

* + 1. (**Meaning of Latent Condition**) Latent conditions are physical conditions on the Site and its near surrounds, including artificial things but excluding weather conditions, which differ materially from the physical conditions which should reasonably have been anticipated by a competent Contractor at the time of the Contractor’s tender if the Contractor had inspected:
       1. all written information made available by the Principal to the Contractor for the purpose of tendering;
       2. all information influencing the risk allocation in the Contractor’s tender and reasonably obtainable by the making of reasonable enquiries; and
       3. the Site and its near surrounds.

(‘**Latent Conditions**’)

* + 1. (**Notification**) The Contractor, upon becoming aware of a Latent Condition while carrying out WUC, shall promptly, and where possible before the Latent Condition is disturbed, give the Principal written notice of the general nature thereof.

If required by the Principal promptly after receiving that notice, the Contractor shall, as soon as practicable, give the Principal a written statement of:

* + - 1. the Latent Condition encountered and the respects in which it differs materially;
      2. the additional Work, resources, time and cost which the Contractor estimates to be necessary to deal with the Latent Condition; and
      3. other details reasonably required by the Principal.
    1. (**Deemed variation**) The effect of the Latent Condition shall be a deemed Variation, priced having no regard to additional cost incurred more than 5 Business Daysbefore the date on which the Contractor gave the notice, required by the first paragraph of clause 7.2.

Removal of personnel

* + 1. The Principalmay direct the Contractorto have removed, within a stated time, from the Siteor from any activity of WUC, any person engaged on WUC who, in the Principal*’s* opinion, is incompetent, negligent, guilty of misconduct or has:
       1. engaged in misleading or deceptive conduct;
       2. engaged in any collusive tendering, anticompetitive conduct, or any other unlawful or unethical conduct;
       3. canvassed, attempted to improperly influence, offered any inducement to, or accepted or invited improper assistance from, the Principal's Councillorsor other Personnel (or former Personnel);
       4. used any information improperly obtained, or obtained in breach of any obligation of confidentiality;
       5. engaged in aggressive, threatening, abusive, offensive or other inappropriate behaviour or committed a criminal offence; or
       6. engaging in conduct contrary to sections 199 and 200 of the *Local Government Act 2009* (Qld),

in connection with the Contract or which the Principal reasonably considers is likely to harm the Principal’s reputation.

The Contractormust promptly arrange a replacement approved by the Principal(with such approval not to be unreasonably withheld or delayed) to assume the role of that person.

program

* + 1. (**Format and details**) The Program shall:
       1. be prepared utilising native format Microsoft Project software, or alternative software as approved in writing by the Principal;
       2. submitted electronic format with copies in both PDF format and native Microsoft Project file format; and
       3. detail the Contract milestone dates, the commencement and completion dates of each trade and/or sub-contract work activity, procurement activities and supply Contract activity, with activities linked in a logical progression through a ‘critical path’ and identify any float based on a continuous cycle of WUC.
    2. [Guidance note: Delete if there are no known constraints to the program](**Constraints to Program**) The following information is to be taken into account when preparing Programs:
       1. [Detail any specific constraints. Consider whether the Principal requires any specific remedy for exceeding the constraints. if so, contract may need to be amended];
       2. [Detail any specific constraints. Consider whether the Principal requires any specific remedy for exceeding the constraints. if so, contract may need to be amended].
    3. (**Approval of Program**) The approval of, or permission to adopt, a Program by the Principal will not relieve the Contractor of any of its obligations under the Contract, including the obligation to not, without reasonable cause, depart from an earlier approved Program.

* + 1. [Guidance note: optional - may be harsh - this clause effectively requires the Contractor to accelerate to overcome delays](**Improving progress**) If, in the opinion of the Principal, the Contractor falls behind an approved Program, the Contractor must, unless otherwise directed by the Principal:
       1. take such steps as are necessary to improve progress (including the use of additional resources);
       2. promptly, and within the time directed by the Principal, submit a revised Program, identifying the steps taken or to be taken.

The Principal shall not be liable upon any claim in connection with the Contractor’s compliance with this clause.

* + 1. (**Working Hours**) The working hours of the Siteare [insert working hours].

quality Management system

* + 1. (**General**) The Contractor must:
       1. prior to commencing WUC at the Site, implement a quality management system which accords with the requirements of ISO 9001 or with any alternative standard approved by the Principal (acting reasonably);
       2. provide a copy of the ISO9001 certification (or other documentary evidence suitable to the Principal, acting reasonably) of the Contractor’s system;
       3. comply with, and ensure that all of the Contractor’s Personnel comply with the system;
       4. appoint a suitably qualified quality management representative, who shall have such authority to effectively manage and control the implemented quality system.
    2. (**Quality management plan**) The Contractor’s quality management system must include a quality management plan which contains at least the following information:
       1. a project organisation chart clearly showing the lines of authority, responsibility, and communication that will be in effect;
       2. details of the qualifications and experience of all project management and supervision staff;
       3. a lot plan;
       4. details of project specific procedures, including those related to the following to the extent that they are applicable to WUC:
          1. all shop drawing formation and coordination;
          2. management of all services subcontractor/trades;
          3. management of all services/operational commissioning;
       5. applicable inspection and test plans;
       6. a register of all proposed quality records; and
       7. a copy of the NATA terms of registration for the Contractor’s compliance testing laboratory.

The Contractor must obtain and comply with the Principal’s Direction regarding the plan pursuant to subclause 8.3 of the General Conditions of Contract.

* + 1. (**Inspection and test plan**) The Contractor must, as part of the Contractor’s quality management system, prepare and obtain the Principal’s Direction regarding an inspection and test plan. The inspection and test plan must, at a minimum, detail:
       1. the items of Work to be inspected or tested;
       2. the party who will carry out the inspection or test;
       3. the stages at which Work is to be inspected and tested or the frequency of inspections and tests;
       4. the testing procedures and methodologies;
       5. acceptance criteria;
       6. non-conformance management and corrective processes;
       7. Work which shall not be covered up or made inaccessible without the prior approval of the Principal;
       8. witness points for Work for which a representative of the Principal must be present;
       9. hold points beyond which Work cannot proceed without approval of the Principal;
       10. relevant standards; and
       11. the records to be maintained by the Contractor.

The Contractor must obtain and comply with the Principal’s Direction regarding the plan pursuant to subclause 8.3 of the General Conditions of Contract.

* + 1. (**Reporting**)The Contractor must provide the Principal with all documents and information:
       1. reasonably requested to support or evidence the Contractor’s quality management system;
       2. which are produced by the Contractor in compliance with the quality management system.
    2. (**Inspections**) The Principal may carry out inspections of the Site at any time. During inspections, the Contractor shall provide the Principal with all documents, access and assistance reasonably requested by either. The Contractor shall provide a sufficient and safe access for all inspections at the Site.

reports AND RECORD KEEPING

* + 1. [Guidance note: use this clause if the Principal requires the Contractor to maintain a photographic record of WUC](**Photographic evidence**) The Contractor must provide to the Principal a progressive photographic record of the progress of WUC at the following stages and as otherwise reasonably required by the Principal:

|  |  |
| --- | --- |
| **Item** | [AMEND AS REQUIRED]**Stages at which photographic record to be made** |
|  | On the giving of possession of the Site |
|  | At the end of each calendar month prior to the month in which Practical Completion is achieved; and |
|  | At Practical Completion. |

* + 1. [Guidance note: use this clause if the Principal requires the Contractor to obtain a dilapidation survey](**Dilapidation Survey**) The Contractor must, prior to the commencement of WUC, undertake a dilapidation survey ('Dilapidation Survey') including a photographic record clearly indicating the date and time of photos taken, of all areas identified as forming part of the Site and the following areas:
       1. [list other specific surrounding locations or structures that are to be surveyed OR attach a plan showing these areas];
       2. [list other specific surrounding locations or structures that are to be surveyed OR attach a plan showing these areas].

The Dilapidation Survey shall be replicated prior to and as a requirement of Practical Completion. The purpose of this survey is to confirm the pre and post-construction condition of the Site. The Dilapidation Survey shall be completed by the Contractor in the company of the Principal.

* + 1. (**Compliance with legislative requirements**) The Contractor shall provide evidence of its compliance with clause 7 of the General Conditions of Contract to the Principalon request by the Principal.
    2. [Guidance note: the General Conditions of Contract contain confidentiality provisions. Use this clause if there are specific documents which the Principal wishes to identify as confidential. otherwise, delete this clause](**Confidentiality**) The following documents are confidential, and must not be disclosed by the Contractor to any third party, other than as required by law, for the purpose of complying with the Contractor's obligations under the Contract, obtaining legal, accounting or other professional advice or complying with its internal corporate governance requirements:
       1. [List any specific information that is required to be kept confidential by the Contractor]

The Contractor must, and must ensure that its employees, agents, and approved subcontractors, keep confidential the above documents and any other information obtained in the course of performing the Contract which is, of its nature, confidential. However, the Contractormay disclose any information:

* + - 1. which it is legally required or entitled to disclose; or
      2. to its legal and accounting advisers for the purposes of obtaining advice in relation to the Contract or any matter arising from the Contract.

ENVIRONMENTAL PROTECTION

* + 1. (**Environmental protection**) The Contractor must, and must ensure that its Personnel, perform the Contractor’s obligations in accordance with:
       1. best practice environmental management (as that term is defined in Section 21 of the *Environmental Protection Act 1994* (Qld));
       2. the requirements of all other Legislative Requirements relating to the protection of the Environment; and
       3. the Principal’s policies relating to the protection of the Environment.

The Contractor must provide a copy of its environmental risk assessments and relevant control strategies for WUC for the Principal’s review prior as a requirement of possession of the Site and prior to any pre-start meeting. The level of detail in the risk assessments shall be adequate to provide the Principal with a clear understanding of the required Work.

* + 1. (**Environmental Management Plan**) If required by the Principal, the Contractor must prepare and provide to the Superintendent for review an environmental management plan (‘EMP’) for WUC, detailing how the Contractor will prevent or minimise the risk of harm to the environment in performing its obligations under the Contract. The EMP shall
       1. cover all WUC to be undertaken at the Site;
       2. describe the Contractor’s process and procedures for the management of the risk of harm to the environment in connection with WUC; and
       3. be of a standard reasonably expected of a skilled, competent, and experienced contractor engaged in the business of carrying out Work similar to the WUC.

The Contractor shall be solely responsible for the full and complete implementation of the EMP. The Contractor shall pay all penalties, costs and expenses, which may be incurred in respect of offences committed or alleged to be committed under the provision of the relevant legislative requirements.

* + 1. [Guidance note: delete unless an erosion and sediment control plan is required](**Erosion and sediment control**)As part of any EMP, the Contractorshall prepare an erosion and sedimentation control plan (‘ESCP*’*). The primary objective of the ESCP is to prevent or minimise harm by control of overland flows, minimisation of flow path lengths, and the use of trapping devices to capture sediment. The Contractor shall be responsible for the installation, inspection, repair and maintenance of all environmental control provisions contained in the approved ESCP. Inspections of all environmental control provisions must be undertaken as a minimum on a weekly basis and immediately after any major rainfall events.
    2. [Guidance note: use where WUC involves potential or known biosecurity risks](**Biosecurity Management**) In this clause:
       1. a **Biosecurity Risk** is the risk that exists when dealing with:
          1. any pest, disease, or contaminant (including plants, seeds, spores, eggs, vertebrate, and invertebrate pest); or
          2. something that could carry a pest, disease or contaminant (e.g., animals, plants, soil, equipment and water—known as ‘carriers’);
       2. a **Potential Biosecurity Risk** is a Biosecurity Risk that does not currently occur at the Site, but which has the capacity to occur at the Site. It may be present but not visible or may be introduced during WUC. It includes risks associated with carriers and the movement and sourcing of materials, vehicles, and machinery; and the disturbance, import or export of soils;
       3. a**Known Biosecurity Risk**is a Biosecurity Risk that is currently recorded within the footprint or proximity of the Site which is:
          1. identified within biosecurity plans or programs active for the area;
          2. identified during WUC; or
          3. otherwise identified by the Principal.

As part of the EMP the Contractorshall prepare a Biosecurity Risk management plan (‘BRMP’) to ensure reasonable and practical steps are taken to address Biosecurity Risks and that the Contractor meets its general biosecurity obligation (as that term is used in the *Biosecurity Act 2014* (Qld)).The BRMP must address both Potential Biosecurity Risks and Known Biosecurity Risks.

The Contractor shall ensure that all Personnel are trained during Site induction procedures to be aware of Biosecurity Risks. If at any time during WUC a breach of the BRMP or a significant Biosecurity Risk is identified, then the Contractor must immediately contact the Principal for direction.

The Contractor must, on request by the Principal, provide documentary evidence of its compliance with this clause.

* + 1. (**Waste Management**) The Contractor shall ensure that all waste from the Site is placed in appropriate containers and removed from the Site to a legal waste disposal depot, and all fees paid by the Contractor.
    2. (**Energy Use**)The Contractor shall ensure that the use of energy for WUC is minimised by undertaking regular maintenance of all machinery to ensure energy efficiency and by utilising minimum sized machinery to undertake tasks.
    3. [Guidance note: use where WUC could adversely impact fauna](**Protection of Fauna**) The Contractor shall ensure that there is minimal disruption to any fauna in the vicinity of the Works. The Contractor shall ensure that Personnel are trained during Site induction procedures and aware of the potential for impacts on fauna, and the need to minimise these impacts. If activities are found to be adversely impacting on fauna excessively, the Contractor must implement ameliorative measures as directed by the Principal.
    4. [Guidance note: use where WUC could adversely impact flora](**Protection of Flora**) The Contractor must exercise due care in the vicinity of trees, other vegetation or existing features and make good any damage resulting from construction activities. The Contractor shall note the existing plants and trees on areas abutting the Works and shall avoid disturbing these areas.

CULTURAL HERITAGE

[Guidance note: option 1 - short form - use only where there is a very low risk of a cultutal heritage issue]

* + 1. (**Aboriginal Cultural Heritage**) Although it is not expected that the proposed construction will reveal any Cultural Heritage find, the Contractor's attention is drawn to the requirements of the *Aboriginal Cultural Heritage Act* *2003* (Qld), *Torres Strait Islander Cultural Heritage Act 2003* (Qld) and the *Aboriginal and Torres Strait Islander Heritage Protection Act 1984* (Cth), with which the Contractor shall comply in relation to WUC. The Contractor shall ensure that its Personnel, including staff and subcontractors’ staff are trained during site induction procedures to be aware of cultural heritage obligations. If cultural heritage assets are encountered on the Site, the Contractor shall cease all Work in that area immediately, notify the Principal and take appropriate actions as outlined in the EMP or as otherwise directed by the Principal.

CULTURAL HERITAGE

[Guidance note: option 2 - long form - use where there is a risk of a cultural heritage issue arising]

* + 1. (**Definitions**) In this clause:
       1. **Aboriginal** **Cultural Heritage** has the same meaning as in the *Aboriginal Cultural Heritage Act 2003* (Qld);
       2. **Aboriginal** **Party** has the same meaning as in the *Aboriginal Cultural Heritage Act 2003* (Qld);
       3. **Cultural** **Heritage** includes Aboriginal Cultural Heritage, Torres Strait Islander Cultural Heritage and Commonwealth Cultural Heritage;
       4. **Commonwealth** **Cultural Heritage** means significant Aboriginal areas and objects under the *Aboriginal and Torres Strait Islander Heritage Protection Act 1984* (Cth);
       5. **Torres** **Strait** **Islander** **Cultural Heritage** has the same meaning as in the *Torres Strait Islander Cultural Heritage Act 2003* (Qld);
       6. **Torres Strait Islander Party** has the same meaning as in the *Torres Strait Islander Cultural Heritage Act 2003* (Qld).
    2. (**General Obligations**) Without limiting any other clause in this Contract, the Contractor must, and must ensure that its Personnel in carrying out and completing WUC:
       1. comply with its duty of care under section 23 of the *Aboriginal Cultural Heritage Act 2003* (Qld) and the *Torres Strait Islander Cultural Heritage Act 2003* (Qld) requiring the Contractor to take all reasonable and practicable measures not to harm or damage Aboriginal Cultural Heritage and Torres Strait Islander Cultural Heritage;
       2. act diligently to protect the Cultural Heritage of the Site, the area surrounding the Site, and any other land used by the Contractor in connection with WUC;
       3. comply with and discharge (and ensure that the Contractor*'s* Personnel comply with and discharge) all obligations imposed on the Contractor under any:
          1. law relating to the protection of Cultural Heritage which are applicable to WUC;
          2. directions of the Principal in relation to the protection of Cultural Heritage; and
          3. other standards, plans, requirements, codes, guidelines, policies, consents, and permissions relating to the protection of the Cultural Heritage which are applicable to WUC, including:

the Cultural Heritage plan prepared under clause 14.3;

the Principal*’s* Cultural Heritage management policies and plans;

any consent, permission or clearance provided by an Aboriginal Party or Torres Strait Islander Party; and

a cultural heritage management plan (if any) approved pursuant to the *Aboriginal Cultural Heritage Act 2003* (Qld) or the *Torres Strait Islander Cultural Heritage Act 2003* (Qld) and applicable to WUC; and

* + - 1. notify the Principal immediately of any communication with the Contractor by an Aboriginal Party or Torres Strait Islander Party (or a person claiming to be an Aboriginal Party or Torres Strait Islander Party) which may affect WUC.
    1. (**Cultural Heritage plan**) The Contractor must prepare, provide to the Principal for review, and comply with a Cultural Heritage plan for WUC that:
       1. includes the results of a search of the Aboriginal Cultural Heritage Database and Register under the *Aboriginal Cultural Heritage Act 2003* (Qld) for the Site;
       2. describes the steps that the Contractor intends to take to meet its duty of care under the *Aboriginal Cultural Heritage Act 2003* (Qld) or *Torres Strait Islander Cultural Heritage Act 2003* (Qld) including the details of any communication with the Aboriginal Party or Torres Strait Islander Party about WUC and details of any proposed site inspections or monitoring of WUC; and
       3. identifies any responsibilities, procedures and processes for dealing with Cultural Heritage.

traffic management

* + 1. [Guidance note: option 1 - use where the Contractor must prepare traffic management plan.] (**Traffic management plan**) The Contractor must prepare, provide to the Principal for review, and comply with a traffic management plan for WUC*.*
    2. [Guidance note: option 2 - use where the Contractor must comply with the Principal's traffic management plan. Delete option 1](**Traffic management plan**) The Contractor must comply with the Principal’s traffic management plan for WUC.
    3. (**General**) The Contractor:
       1. is responsible for the safety of all pedestrians and vehicular traffic at, or adjacent to the Site, or in any way affected by the execution of WUC;
       2. must provide all necessary lights, barriers, notices and signs, and other traffic control devices required for the safe and appropriate management of traffic.
       3. must comply with and ensure that all traffic control devices conform to:
          1. the current Manual of Uniform Traffic Control Devices published by the Department of Transport and Main Roads;
          2. Queensland Guide to Temporary Traffic Management;
          3. AS1742 Manual of Uniform Traffic Control Devices;
          4. Austroads Australian Guide to Temporary Traffic Management;
          5. Queensland Guide to Road Safety;
          6. Guideline – Traffic Management at Works on Roads,

as amended or replaced from time to time. In the event of any inconsistency, ambiguity, discrepancy, or conflict between any requirement or standard in the documents listed above, the Contractor shall comply with the more onerous requirement or higher standard unless otherwise directed by the Principal.

* + 1. (**Continuous operation**)The Contractor shall provide for continuous operation of normal traffic along all roads and pedestrian and vehicular access to properties included in the Contract or intersected by WUC. The Contractor shall, where necessary, provide side-tracks which shall be constructed, signposted, lit and maintained.
    2. (**No obstruction**)The Contractor shall not obstruct any side road, branch track, drain, or watercourse unnecessarily in its operations, but when such obstructions cannot be avoided, the Contractor shall remove such obstruction as soon as possible.
    3. (**Non-compliance**)If the Contractor fails to comply with this clause, the Principalmay, without further notice, take such steps as the Principalconsiders reasonably necessary to provide for the passage and safety of traffic, to remove any obstruction or to repair any damage. If it considers it necessary, the Principalmay engage workmen and watchmen, in which case the cost of doing so shall be deducted from any monies otherwise due to the Contractor under this Contract.

Heavy Vehicle National Law

[Guidance note: use this clause if heavy vehicles will be utilised by the Contractor in connection with the Contract]

* + 1. (**Meaning of terms**) Terms used in this clause which are defined in the Heavy Vehicle National Law (Queensland) (the ‘National Law’) have the same meaning as in that law.
    2. (**General obligations**) The Contractor must ensure that, so far as is reasonably practicable, the safety of the Contractor’s transport activities. Without limiting this, the Contractor must, so far as is reasonably practicable:
       1. eliminate public risks and, to the extent it is not reasonably practicable to eliminate public risks, minimise the public risks; and
       2. ensure the party’s conduct does not directly or indirectly cause or encourage:
          1. the driver of the heavy vehicle to contravene the National Law; or
          2. the driver of the heavy vehicle to exceed a speed limit applying to the driver; or
          3. another person, including another party in the chain of responsibility, to contravene the National Law.
    3. (**Notice**)The Contractormust immediately notify the Principalif the Contractor considers that anything in this Contract*,* or any act or omission of the Principalor its respective officers, employees, agents or representatives has, or is likely to, directly or indirectly cause or encourage the Contractor or any employee or subcontractor of the Contractor:
       1. being the driver of a heavy vehicle to contravene the National Law; or
       2. being the driver of a heavy vehicle to exceed a speed limit applying to the driver; or
       3. being another person, including another party in the chain of responsibility, to contravene the National Law.

Labour Hire

* + 1. The Contractormust not provide or utilize any labour for any WUC,unless the provider of that labour hire is registered under the *Labour Hire Licensing Act 2017* (Qld).

Non-conforming building products

[Guidance note: Delete if WUC does not include "building work" under the QBCC Act]

* + 1. (**Defined Terms**) In this clause, the terms ‘person in the chain of responsibility’, ‘building product’, ‘Minister’, ‘non-conforming building product’ and ‘required information’ each have the respective meanings given to those terms in the *Queensland Building and Construction Commission Act 1991* (Qld) (‘QBCC Act’).
    2. (**Acknowledgement**) The Contractor:
       1. acknowledges that, to the extent that the Contractor is a person in the chain of responsibility, it has obligations under Part 6AA of the QBCC Act in relation to non-conforming building products;
       2. warrants and represents that no building products incorporated into The Works are non-conforming building products or the subject of a warning statement issued by the Minister;
       3. must ensure that it, and its subcontractors, suppliers, and consultants provide all required information for a building product incorporated into The Works to the Principal upon installation of the building product into The Works; and
       4. must provide all required information and any other information relevant to a building product to the Principal within the timeframes requested by the Principal.
    3. (**Failure to comply**) If the Contractor installs or incorporates into The Works a building product without the required information, the Principal will be entitled to do either of the following in its sole and absolute discretion:
       1. request the required information from the Contractor, in which case the Contractor will provide the required information as soon as reasonably practicable, or
       2. direct the Contractor to remove the building product from The Works and replaced with a building product that is not non-conforming pursuant to subclause 18.2 of the General Conditions of Contract or clause 21 of the General Conditions of Contract.
    4. (**Precondition to Practical Completion**) The Contractor shall, as a requirement of Practical Completion, provide to the Principal a signed statutory declaration confirming that all required information has been obtained and provided to the Principal and that no non-conforming building products have been installed or incorporated into The Works.
    5. (**Indemnity**)The Contractorshall indemnify and keep indemnified thePrincipalagainst any claim which may be brought against thePrincipalandany cost, expense, fine, penalty, damages or loss which may be imposed upon, suffered or incurred by the Principalto the extent caused or contributed to any breach of the Contractor*’s* obligations under this clause 18, or by any failure of the Contractor to comply with its obligations under the QBCC Act in relation to building products.

Electrical safety

[Guidance note: use where WUC involves the carrying out of electrical work]

* + 1. The Contractor must:
       1. comply with all provisions of the *Electrical Safety Act 2002* (Qld) and all related legislative requirements; and
       2. ensure that:
          1. all electrical work conducted, including work performed by subcontractors, is fully documented and recorded on a 'Certificate of Electrical Safety';
          2. all required 'AS3000 Test Results' are documented and recorded by the Contractor; and
       3. provide:
          1. certificates of testing and safety pursuant to the Electrical Safety Regulation 2013 (Qld) for all electrical work carried out as part of WUC (whether by the Contractor or by subcontractors); and
          2. records of all test results in accordance with AS3000:2007 for all electrical installation workson property owned by the Principal.

Code of conduct

[Guidance Note: Use this clause where the Principal requires the Contractor to comply with the Principal's code of conduct

* + 1. (**Definition**) In this clause, ‘Code of Conduct’ means the Principal’s code of conduct which is available on the Principal’s website.
    2. (**Code of Conduct**) The Code of Conduct identifies the standards and behaviours expected from all workers, including contractors, in delivering services to the local community.
    3. (**Contractor’s obligations**) The Contractor must:
       1. communicate the Code of Conduct to all of the Contractor’s Personnel;
       2. comply with, and ensure that its Personnel comply with, all requirements of the Code of Conduct, including all standards contained within the Code of Conduct; and
       3. if directed to do so by the Principal, obtain and provide to the Principal a signed form from all Personnel engaged by the Contractor to perform any part of WUC which states that the person has read, understood and agrees to comply with the Code of Conduct.

practical completion

[Guidance Note: The General Conditions of Contract defines the requirements of Practical Completion. This clause provides an opportunity to list additional obligations which the Contractor must satisfy as a requirement of practical completion. It also provides the opportunity for the Principal to draw the Contractor's attention to requirements stated elsewhere. However, if listing obligations which are stated elsewhere, do not restate the obligation. Simply refer back to the clause in which the obligation is stated. E.g. "Provide to the Superintendent as-constructed drawings as required by clause xyz"]

* + 1. (**Requirements of achieving Practical Completion**) As a requirement of Practical Completion the Contractor shall provide one (1) bound and one (1) PDF copy of an end of job report which shall contain the following as a minimum:
       1. material Test Results;
       2. as constructed drawings;
       3. completed warranties for all fittings and fixtures including major supply information;
       4. operations & Maintenance Manuals;
       5. building Surveyor inspection certificates where applicable;
       6. plumbing inspection certificates;
       7. electrical inspection certificates;
       8. final Inspection Certificates from an approved registered certifier;
       9. [LIST OTHER REQUIREMENTS OF PRACTICAL COMPLETION].

[HEADING]

* + 1. ([Subheading]) [text].
    2. ([Subheading]) [text].