# Checklist of applicable clauses

Further to Clause 99 of the General Conditions of Contract, the following additional clauses, if selected, shall apply under the Contract as if they were included in the General Conditions of Contract.

|  |  |  |  |
| --- | --- | --- | --- |
| Number | Clauses | Yes | No |
| 1 | Independent Verifier |  |  |
| 2 | Use of explosives |  |  |
| 3 | Software licences |  |  |
| 4 | Bonus for early completion |  |  |
| 5 | Work on and adjacent to railways |  |  |
| 6 | *Queensland Building and Construction Commission Act*1991 (Qld) |  |  |
| 7 | NOT USED |  |  |
| 8 | Mandatory Milestones |  |  |
| 9 | Supply of digital Information disclaimer |  |  |
| 10 | Not used |  |  |
| 11 | Traffic management |  |  |
| 12 | Care of the work and reinstatement of damage |  |  |
| 13 | Training – Indigenous component |  |  |
| 14 | Physical security of ITS infrastructure facilities |  |  |
| 15 | Training Policy – Additional requirements for Contract Sum >$100 million |  |  |
| 16 | Indigenous Participation Framework |  |  |
| 17 | Drone service |  |  |
| 99 | Additional Clauses |  |  |

| Number | Notes (not meant to be comprehensive, seek advice if required) | |  |  |
| --- | --- | --- | --- | --- |
| 1 | Include this Clause if an Independent Verifier is used. | |  |  |
| 2 | Include this Clause if blasting and explosives are involved. | |
| 3 | Include this Clause if the Principal will be using software supplied by the Contractor. | |
| 4 | Include this Clause if the Contractor is getting bonus for early completion of the Works. | |
| 5 | Include this Clause if there is Works near railway. | |
| 6 | Include this Clause if ‘building work’ as defined by the QBCC Act is being carried out. | |
| 7 | Not used | |
| 8 | Include this Clause if there is Mandatory Milestone. Note this is different to Separable Portion. | |
| 9 | Include this Clause if 12D Design Strings and Digital Terrain Model (DTM) are provided. | |
| 10 | Not used | |
| 11 | Include this Clause if there is excavation adjacent to road still being used by passing traffic. | |
| 12 | Include this Clause if ‘heavy vehicle’ is involved. Include this clause for road / bridge projects. | |
| 13 | Include this Clause if the Works are in an Indigenous community or a designed ‘Indigenous Project’. | |
| 14 | Include this Clause if relevant (for example, ITS forming part of the Works). | |
| 15 | Include this Clause if Contract Sum is greater than $100 million | |
| 16 | Include this Clause if Indigenous Participation Framework applies to this contract. | |  |  |
| 17 | Include this Clause if drone is to be engaged as part of this contract. Attached project specific specification. | |  |  |
|  | Clause Bank Supplement | | | |
|  | Clause 4 | * If ‘yes’ is  for Clause 4, please complete the following: * Bonus Amount = insert **Bonus Amount** * Bonus Completion Date = **insert Bonus Completion Date** * Eligible Works = insert **Eligible Works** |  |  |
|  | Clause 8 | If ‘yes’ is  for Clause 8, please complete the following:   * Mandatory Milestone = **insert Mandatory Milestone** * Milestone Completion Date = insert **Milestone Completion Date** * **insert more Mandatory Milestone and Milestone Completion Date (if applicable)** |  |  |

Part A – Project‑specific conditions

# Independent Verifier

## Independent Verifier

1. The Contractor shall engage a person (the independent verifier) who:
2. is acceptable to the Principal (acting reasonably), and
3. has appropriate qualifications and experience.
4. To provide certificates in accordance with Clause 1.1(c) of the Clause Bank.
5. At the time of submission of Drawings and Specifications, in accordance with Clause 8.6.8 of the General Conditions of Contract or the Scope of Works and Technical Criteria (SWTC), the Contractor shall provide to the Principal five copies of a certificate from the Independent Verifier confirming that the Drawings and Specifications comply with the requirements of the Contract.
6. Without limiting Clause 8.6.8 of the General Conditions of Contract, the Contractor shall not commence construction of any part of the Works unless and until the certificates required under Clause 1.1(b) of the Clause Bank have been submitted for that part of the Works.

# Use of explosives

## Application

1. For the purposes of this Clause 2, 'the Act' shall be the Explosives Act 1999 (Qld).
2. All work under the Contract which involves the use of explosives shall conform to the requirements of this Clause 2.

## Compliance with laws and standards

1. When using and handling explosives, the Contractor shall comply with the provisions of:
2. the Act and subordinate legislation
3. the relevant local government By‑laws (the By‑laws)
4. the current Standards Australia explosives standards, with the exception that parallel, parallel‑series and series‑parallel electric circuits shall not be used, and
5. the National Association of Australian State Road Authorities (now Austroads) publication, Explosives in Roadworks – Users’ Guide for guidance when developing explosive work procedures and processes.
6. Where there is any ambiguity, discrepancy or inconsistency between the documents listed in paragraphs (a)(i) to (iv) of Clause 2.2 of the Clause Bank, the higher in the list shall be given the higher priority.

## Contact with authorities

The Contractor shall contact the responsible Authority in order to ascertain its requirements in relation to the following matters in connection with the use of explosives:

1. permit requirements
2. permitted hours of blasting
3. prohibited methods of blasting
4. the type and maximum amount of explosive per blast
5. supervision requirements
6. flyrock control
7. traffic control
8. safety requirements
9. misfire procedure, and
10. public liability insurance requirements.

## Times for blasting

The Contractor shall not, without prior written approval of the Administrator, carry out any blasting before 7:30 am or after 5:00 pm Monday to Friday or at any time on Saturdays, Sundays and public holidays. This restriction shall apply irrespective of any extensions to the above times and days permitted by the By‑Laws.

## Traffic management

1. Where the public will be permitted to pass through the blasting site, the Contractor shall prepare a Traffic Management Plan in accordance with Clause 15.5 of the General Conditions of Contract and include in that Traffic Management Plan:
2. a traffic guidance scheme to be implemented during blasting operations, and
3. provision for emergency vehicles.
4. No blasting operations shall be carried out until the Administrator has given a direction under the provisions of Clause 8.5 of the General Conditions of Contract that the Traffic Management Plan is suitable.
5. Traffic shall be permitted to be stopped to allow for blasting operations on the following conditions:
6. traffic shall only be stopped under Police control, and
7. the first vehicle stopped shall not be delayed for longer than 10 minutes, except in the case of a misfire or where Police decide to delay the traffic for safety reasons.

## Environment

The Contractor shall:

1. provide for the measurement of vibration and air blast at three separate locations at each blasting site
2. minimise the effect of blasting by:
3. using the lowest charge appropriate to the task
4. reducing the number of holes fired on the same delay
5. delaying secondary blasts
6. reducing the maximum instantaneous charge by using delays with sequential timing
7. optimising the length of sub‑drilling by obtaining air blast and vibration data from the Site
8. stemming blast holes with suitable material
9. using low energy detonating cord, and
10. taking into account the matters set out in Clause 9.4.6 of the National Association of Australian State Road Authorities publication, Explosives in Roadworks – User Guide in relation to minimising the effect of noise and airborne shock waves.

## Safety precautions

1. The Contractor shall take all precautions necessary to prevent injury to persons and/or damage to property occurring as a result of the use of explosives.
2. The Contractor shall implement a procedure for dealing with a blasting accident.

## Blasting mats

The Contractor shall employ blasting mats for all blasting operations.

## Reporting

1. The Contractor shall provide to the Administrator on a weekly basis a record of all blasting operations carried out on Site during the preceding week.
2. The report required under Clause 2.9(a) of the Clause Bank shall include details of:
3. the date, time and location of the blast
4. the blast design and actual charges used
5. the measurement of vibration and air blast at all recorders
6. any breach of safety or misfires, and
7. any other information considered necessary by the Administrator.

## Hold Point

In the event of any single misfire event, blasting accident, delay to traffic of more than the period allowed under the Contract or if the performance criteria for construction noise, vibration or air quality which relate directly to blasting activities on Site are exceeded, the Contractor shall immediately cease blasting activities until such time as the Administrator has investigated the incident and provides the Contractor with permission to proceed.

## Personnel

The Contractor shall, at all times during blasting operations, employ on the blasting Site the necessary experienced personnel required by the Act.

# Software licences

Without limiting anything in Clauses 8.6 or 13 of the General Conditions of Contract, the Contractor shall ensure that the Principal obtains (whether by way of assignment or otherwise), a licence enabling the Principal to use any computer software supplied to it under or in connection with the Contract (whether it be proprietary software or software created, customised, modified or extended under or for the purposes of the Contract).

# Bonus for early completion

1. In this Clause 4:
2. 'bonus amount' means the amount nominated in the Clause Bank Supplement which represents the bonus payment available for early completion of eligible Works
3. 'bonus completion date' means the date nominated in the Clause Bank Supplement which represents the latest date by which the Contractor shall complete any eligible Works in order to claim the bonus amount
4. 'eligible Works' means the description of the relevant part of the Works nominated in the Clause Bank Supplement to be the subject of a bonus for early completion.
5. Notwithstanding any other requirements of the General Conditions of Contract, the Contractor shall be entitled to a bonus amount for achieving Practical Completion of any eligible Works by the bonus completion date.
6. Under no circumstances will the bonus completion date be extended during the Contract.
7. The Contractor shall have no Claim against the Principal for any loss of the bonus amount or for any compensation for loss of the opportunity to receive the bonus amount where a breach, act or omission of the Principal or the Administrator or their agents or employees prevents the Contractor from bringing the eligible Works to Practical Completion by the bonus completion date.
8. Notwithstanding any other requirements of the General Conditions of Contract, any bonus amount payable to the Contractor shall not be subject to any adjustment pursuant to the Commercial Framework.

# Work on and adjacent to railways

1. The Contractor shall comply with all requirements, conditions and directions of Queensland Rail in carrying out work on, over or adjacent to, any railway line and obtain any approvals or licenses required for such work.
2. The Contractor shall procure any:
3. track possessions
4. track isolations, and
5. access to railway land

necessary for the construction of the Works.

1. The Contractor indemnifies the Principal in respect of any Claim made by or liability to Queensland Rail arising out of or in connection with:
2. the performance of work on, over or near the railway lines, and
3. the procurement or utilisation of a track possession or track isolation (including any postponement, improper use or delay in relinquishing such tracks to Queensland Rail).

# *Queensland Building and Construction Commission Act 1991 (Qld)*

## Amount of security under the QBCC Act

1. The parties acknowledge that their rights and obligations under the Contract are subject to the provisions of the Queensland Building and Construction Commission Act 1991 (Qld)(QBCC Act) to the extent they apply, and where there is any inconsistency between the Contract and the QBCC Act, the QBCC Act prevails to the extent necessary to avoid the inconsistencies.
2. The parties acknowledge that (unless the parties expressly agree otherwise) under the QBCC Act to the extent that it applies, Section 67K(2) of the QBCC Act makes this Contract subject to a condition that at any time before Practical Completion the total of all security held by the Principal under the Contract (other than those referred to in Section 67K(3) of the QBCC Act) is not to exceed 5% of the Contract Sum which under the QBCC Act includes adjustments for variations).
3. The parties acknowledge that under the QBCC Act, by initialling the Contract in the space provided below, the parties have expressly agreed that the Contract is not subject to the conditions imposed by the above sections and explained above.

Parties to Initial Principal’s initials …………………...

Contractor’s initials …………………

1. Despite the terms of Clause 5.6 of the General Conditions of Contract, the parties acknowledge that the Principal must comply with the requirements of Section 67J of the QBCC Act in relation to having recourse to security.

## Certificates and payments

1. Clause 42.1 of the General Conditions of Contract is amended by deleting Clause 42.1.2(a) and replacing it with the following:

‘a) Within 10 Business Days after receipt of a payment Claim, the Administrator shall issue to the Principal and to the Contractor a payment certificate setting out:

i. the amount of the payment which, in the opinion of the Administrator, is to be made by the Principal to the Contractor or by the Contractor to the Principal, and

ii. the calculations employed to arrive at the amount and, if the amount is more or less than the amount claimed by the Contractor, the reasons for the difference.’

1. Clause 42.1 of the General Conditions of Contract is amended by deleting Clause 42.1.3(a) and replacing it with the following:

‘(a) Subject to the provisions of the Contract, within 15 Business Days after receipt by the Administrator of a payment Claim in accordance with Clause 42.1.1, provided that the requirements of Clause 42.1.2(e) have been met, the Principal shall pay to the Contractor or the Contractor shall pay to the Principal, as the case may be, an amount not less than the amount shown in the payment certificate as due to the Contractor or to the Principal as the case may be, or if no payment certificate has been issued, the Principal shall pay the amount of the Contractor’s Claim.’

1. Despite anything in the General Conditions of Contract to the contrary, for the purpose of Clause 42 of the General Conditions of Contract only, the term ‘Business Day’ shall have the meaning given to that term under the Acts Interpretation Act 1901 (Cth).

## Interest on overdue payments

1. Clause 42.9 is amended by deleting the final two sentences and replacing with:

‘The rate of interest shall be calculated pursuant to Section 67P(3)(a) of the QBCC Act.’

1. Item 41E shall not apply to this Contract.

## Non-conforming building products

1. 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 QBCC Act.
2. The Contractor 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 and:
   1. warrants that no building products incorporated into the Works are non‑conforming building products or the subject of a warning statement issued by the Minister
   2. must ensure that it, and its subcontractors, provide all required information for a building product incorporated into the Works to the Administrator upon installation of the building product into the Works
   3. must provide the Administrator with copies of all notices (including warning statements) issued and received in relation to the Works pursuant to the QBCC Act within 48 hours of dispatch or receipt by the Contractor of the relevant notice
   4. agrees to provide all required information and any other information relevant to a building product to the Principal and the Administrator within the timeframes requested by the Principal or the Administrator, and
   5. indemnifies and shall keep indemnified the Principal against all loss, costs, liabilities. claims, damages or expense caused or contributed to any breach of its obligations under this Clause 6.4, or by any failure of the Contractor to comply with its obligations under the QBCC Act in relation to building products.
3. If the Contractor installs 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 Clause 37 of the General Conditions of Contract.
4. The Contractor shall, as a precondition to achieving Practical Completion, provide to the Principal and the Administrator a signed statutory declaration confirming that all required information has been obtained and provided to the Principal and the Administrator and that no non‑conforming building products have been installed or incorporated into the Works.
5. The Contractor shall indemnify and shall keep indemnified the Principal against any cost, loss, expense, liability, claim, or damage suffered or incurred by the Principal due to a building product incorporated into the Works being recalled or identified as a non‑conforming building product.
6. For the avoidance of doubt, the indemnities contained in this Clause 6.4 survive the termination, cancellation, completion, expiration or otherwise merging of this Contract.

# Not used

# Mandatory Milestones

1. The Principal may require that defined sections of the work under the Contract (Mandatory Milestones) be completed by dates which are earlier than the Date for Practical Completion (Milestone Completion Date). Mandatory Milestones are not Separable Portions.
2. The Mandatory Milestones, together with the relevant Milestone Completion Date, applicable to this Contract are nominated in the Clause Bank Supplement.
3. The Contractor shall include specific activities for all Mandatory Milestones in its Construction Program, submitted in accordance with Clause 33.4 of the General Conditions of Contract, and the completion dates for such activities shall be no later than the Milestone Completion Dates specified in Clause 8(b) of the Clause Bank.
4. A Construction Program will not be deemed suitable unless all Mandatory Milestones have been included in accordance with Clause 8(c) of the Clause Bank.
5. Without limiting or affecting the general operation of Clause 35.5 of the General Conditions of Contract, Clause 35.5 shall also apply to each Mandatory Milestone as though:
6. the expression 'the work under the Contract' in Clause 35.5 was a reference to each Mandatory Milestone
7. the expressions 'time for Practical Completion' and 'Date for Practical Completion' were references to each Milestone Completion Date, and
8. the expression 'Practical Completion' in Clause 35.5 was a reference to completion of a Mandatory Milestone.
9. A Milestone Completion Date will not be extended except where the Contractor has complied with Clause 35.5 (as it applies to Mandatory Milestones) and is entitled to such an extension under that Clause 35.5.
10. For the avoidance of doubt:
11. without limiting or affecting the general operation of Clauses 35.6, 36, 37 and 42.5 of the General Conditions of Contract, these Clauses do not apply separately to Mandatory Milestones or to extensions of the Milestone Completion Dates
12. the Contractor is not obliged to give possession of a Mandatory Milestone to the Principal upon completion of the Mandatory Milestone and the Principal is not obliged to take possession of a Mandatory Milestone at that time
13. the date of completion of any Mandatory Milestone is not to be regarded as the Date of Practical Completion for the purposes of any provision of the Contract, and
14. the extension of a Milestone Completion Date does not necessarily mean that the Date for Practical Completion of the whole of the work under the Contract will be extended.
15. Without prejudice to any other power, right or remedy of the Principal or the Administrator, if the Contractor fails to complete a Mandatory Milestone by the Milestone Completion Date, the Administrator may:
16. where the Principal has already paid for part of the work comprised in the Mandatory Milestone, deduct the amounts paid when calculating further payment certificates due after the Milestone Completion Date and withhold those amounts from payment certificates until such time as the Mandatory Milestone is completed, and
17. not include any other amounts for the work comprised in the Mandatory Milestone in any payment certificates until such time as the Mandatory Milestone is completed.
18. The value of the work comprised in a Mandatory Milestone shall be a reasonable amount determined by the Administrator.

# Supply of digital information disclaimer

For the convenience of Tenderers / Contractors the Principal has provided Digital Information namely, the 12D Design Strings and/or the Digital Terrain Model (DTM).

Under the conditions of providing this data, the Principal acknowledges to the Tenderers / Contractors the following terms and conditions:

1. This Digital Information is only provided for the Tenderer’s / Contractor’s internal consideration and use.
2. This Digital Information may not be a true, accurate, current or certified representation of the corresponding hard copy document.
3. The hard copy documents take precedence over any corresponding Digital Information.
4. Translation of the Digital Information to another format may result in loss of information and/or other inaccuracies.
5. The Principal is not responsible for any errors or omissions in or any misuse or misinterpretation of the Digital Information.
6. The Digital Information is not to be used for the preparation of other design Drawings.
7. The Digital Information shall only be used for information purposes only.
8. Only the approved hardcopy format Drawings and documents received from the Principal shall be relied upon, and
9. The Digital Information (or any part thereof) shall not be provided to any other parties without the Principal’s express written consent (which the Principal may withhold in its sole and absolute discretion).

In electing to utilise this information, the Tenderer / Contractor indemnifies, releases and holds the Principal harmless from and against all Claims, loss, expense and liability, both direct and indirect, of whatsoever nature and however arising from or in connection with the Digital Information and any electronic or physical corruption to computer-generated or electronically remitted information, software or hardware associated with the use, dissemination or receipt of the Digital Information.

The Principal makes no warranty or representation of any kind, either expressed or implied, including (without limitation) any warranty of merchantability or fitness for purpose in relation to the Digital Information (or any part thereof including metadata) or software or hardware associated with the use, dissemination or receipt of the Digital Information.

Part B – Road specific conditions

# Not used

# Traffic management

## Notification of traffic changes

The Contractor shall:

1. Give the Administrator a minimum of 10 Business Days’ written notice of changes in traffic movements necessary for the performance of work under the Contract.
2. Be responsible for obtaining approval from the relevant Authority for road closures or traffic changes which affect it.

## Public notification

1. The Contractor shall ensure it disseminates information to the community regarding the nature and impact of the work under the Contract, including by:
2. publicly advertising changes to normal traffic movements and of any possible disruptions, and
3. providing the community with as much notice as possible of changes or disruptions (but it shall not be less than 48 hours).
4. The Contractor shall obtain the agreement of the Administrator as to the extent and nature of all publicity prior to implementation. The Principal reserves the right to take control of and/or to incorporate publicity proposals by the Contractor into any project publicity arranged directly by the Principal.

# Care of the work and reinstatement of damage

## Amendments to the General Conditions of Contract

1. Clause 16 of the General Conditions of Contract is amended by inserting the words 'except to the extent specified in Clause 12.4(c) of the Clause Bank' at the beginning of paragraph (a) of Clause 16.3.
2. Clause 44.2 of the General Conditions of Contract is amended by including the following new paragraph (xviv):

*'(xviv) failing to comply with Clause 12.2 of the Clause Bank.'*

## Vehicles with excess axle loads within the Site

1. The Contractor shall:
2. only use or operate vehicles with excess axle loads for constructing sections of embankment and provided such vehicles are loaded within the Site only
3. not use or operate vehicles with excess axle loads along or across any existing pavement or over any concrete structure without the prior approval of the Administrator in writing
4. exercise caution in relation to the use or operation of vehicles with excess axle loads over drainage or other structures
5. not use or operate vehicles with excess axle loads on sections of road under construction once trimming of the subgrade is complete, and
6. make good any damage which, in the opinion of the Administrator, has resulted from the operation of vehicles with excess axle loads.
7. Nothing in this Clause 12.2 shall in any way limit or exclude the Contractor's obligations or liabilities under the Contract,
8. Failure to comply with Clause 12.2 shall be deemed as a substantial breach under Clause 44.2 of the General Conditions of Contract.

## Protection of bituminous surfaces

The Contractor shall not carry out any of the following activities on any bituminous surface, including asphalt, or on any other surface on which bitumen is to be placed:

1. the refuelling of plant
2. the use of plant or equipment which leaks fuel or oil
3. the mixing of cutter or flux oils with bitumen, or
4. any other activity which may result in the spillage of any solvent.

## Maintenance of existing and completed Works

1. From the Date of possession of Site up to the Date of Practical Completion, the Contractor shall carry out the following maintenance activities:
2. maintain existing and new Site vegetation and plantings, including grassed areas by, without limitation, watering, weeding, mulching, spraying and fertilising
3. mow any grassed areas within the Site within five Business Days of the height of such grass exceeding 200 mm and trim any trees or shrubs likely to cause a safety problem for road users
4. ensure that all culverts, channels, table drains, catch drains and other waterways and subsoil drains within the Site are kept clear of any obstructions
5. maintain the existing pavement within the Site to no lesser standard than that existing at the time possession of the Site was granted to the Contractor and ensure its safety for all road users
6. maintain the completed pavement that is part of the Works
7. maintain existing and new route, ramp and intersection lighting within the Site
8. maintain existing and new Intelligent Transport Systems (ITS) and existing and new traffic signals within the site, and
9. maintain pavement markings within the Site.
10. Where specific maintenance activities are specified elsewhere under the Contract, the provisions of those specific requirements shall take precedence over the maintenance activities described in Clause 12.4(a) of the Clause Bank.
11. The Contractor shall not be responsible for repairs to road infrastructure required because of collateral road crash damage or vandalism.
12. Notwithstanding the provisions of Clause 44 of the General Conditions of Contract, if the Contractor fails to comply with any obligation imposed on the Contractor by this Clause 12.4, the Administrator may, after the Administrator has given reasonable notice in writing to the Contractor, have the maintenance work carried out by other persons and the reasonable cost incurred by the Principal in having the work so carried out may be recovered by the Principal as a debt due from the Contractor to the Principal. The rights given by this Special Condition 12.4(d) are in addition to and without prejudice to any other right or remedy.

# Training – Indigenous component

This Clause is to be read in conjunction with Clause 29.3, Training Requirements, within the General Conditions of Contract.

For the purposes of this Clause:

1. ‘Aboriginal or Torres Strait Islander’ means a person of Aboriginal or Torres Strait Islander descent who identifies as an Aboriginal or Torres Strait Islander and is accepted as such by the community in which he or she lives.
2. ‘DATSIP’ means the Department of Aboriginal and Torres Strait Islander Partnerships.
3. ‘Indigenous Economic Opportunities (IEO) Overview’ means a document produced by the Principal and included within the Tender Documents to guide the Contractor with the preparation of the ‘Indigenous Economic Opportunities Plan’ that complies with the requirements of the Training Policy.
4. ‘Indigenous Economic Opportunities (IEO) Plan’ means a plan that complies with the requirements of the Training Policy (template available via [*www.training.qld.gov.au/trainingpolicy*](http://www.training.qld.gov.au/trainingpolicy)) agreed to and signed by:
5. the Contractor
6. the Principal, and
7. the relevant Aboriginal or Torres Strait Islander council or Authority or where there is no relevant Aboriginal and Torres Strait Islander council or Authority, DATSIP.
8. ‘Indigenous Project’ means:
9. an Eligible Project located in an Aboriginal or Torres Strait Islander community, or in the township of Weipa, or
10. an Eligible Project located in a part of Queensland not referred to in paragraph (a) of this definition that is selected as an Indigenous Project by Queensland Government agencies or by the Director General of DATSIP

as further detailed in the Training Policy.

Compliance with Training Policy

Where the work under the Contract constitutes an Indigenous Project, the Contractor must, in addition to the requirements set out in Clause 29.3 Training Requirements, of the General Conditions of Contract:

1. Within 10 Business Days of the Date of Acceptance of Tender submit to DESBT via the TPAS, with a copy to the Administrator, a completed Indigenous Economic Opportunities Plan. This plan to be agreed and signed off by the Contractor, the Principal and an executive representative of the Aboriginal and Torres Strait Islander council or authority (Mayor / CEO).
2. Ensure that Aboriginal and Torres Strait Islander Apprentices and/or Trainees, and local Aboriginal and Torres Strait Islander workers, work the Deemed Hours applicable to the work under the Contract as set out in the Training Policy.
3. The Contractor must ensure, in addition to the requirements set out in this Clause, compliance with the Indigenous Economic Opportunities Plan such that 3% of the Contract Sum for building Works and 1.5% for civil construction Works (or as agreed following Tender approval) is allocated toward the agreed Indigenous Economic Opportunities Plan in carrying out the work under the Contract, and
4. Within 15 Business Days of the Date of Practical Completion, or if there is more than one the last occurring Date of Practical Completion, submit to DESBT via the TPAS, with a copy to the Principal’s Representative, the achievement of outcomes against the Indigenous Economic Opportunities Plan in accordance with the Training Policy. The Contractor, the Principal and an executive representative of the Aboriginal and Torres Strait Islander council or authority (Mayor / CEO) review and sign off on the achievement of outcomes against the agreed IEO Plan. Where there is no council or authority, DATSIP will accept responsibility for negotiating sign off.

The Contractor acknowledges that failure to comply in part or in whole with the requirements of the Training Policy will be a substantive factor that will be taken into account in the process of awarding future Contracts to the Contractor by the Principal.

# Physical security of ITS infrastructure facilities

Where the Contractor is required to install, maintain or otherwise access Intelligent Transportation System (ITS) and road lighting facility cabinets, including, but not limited to, traffic signal controller cabinets, ITS communications cabinets, electrical switchboards, dynamic signs or other control devices, the Contractor shall ensure that the facilities are physically secure.

Where the Principal has provided keys to the Contractor for use in accessing the facilities, the Contractor shall return the keys when required or at the completion of the Contract. Where keys have been lost or the Contractor fails to return the keys, the Principal may deduct the cost of the keys from the Contract.

Deductions shall be for the total replacement costs of the keys, including labour and materials. Where the keys and locks are electronic, the replacement costs shall include the reprogramming of the keys and locks.

# Training Policy for Contract Sum greater than $100 million

Clause 29.3 of the General Conditions of Contract is amended by deleting Clause 29.3(c) and replacing it with the following:

‘c) For eligible projects with a Contract Sum of $100 million or greater, the Contractor, in its execution of the Work Under the Contract, shall:

i. employ on the Site, either directly or indirectly through Subcontractors, apprentices and trainees, or

ii. employ on the Site, either directly or indirectly through Subcontractors, apprentices and trainees and upskill workers employed on the Site

The deemed hours for the training policy will be determined by the Contract Sum multiplied by 0.045 percent for civil construction projects’

# Indigenous Participation Framework

The Contractor shall monitor their work on a regular basis such that the ‘indigenous participation target’ (‘employment component’, ‘supplier‑use component’) and other requirements are met. The Principal is not obliged to assist the Contractor in any way to achieve this compliance.

The Contractor shall submit compliance reports to the Administrator every month until Practical Completion is reached. The 'Contractor Indigenous Participation Compliance and Reporting' template shall be used.

The Contractor shall complete all parts of the report to be submitted monthly and include all supporting evidence to include but not limited to confirmation of indigeneity. The Administrator may request further clarification and the Contractor shall comply.

Failure by the Contractor to meet the above requirements may be deemed as a substantial breach under Clause 44.2(xxii) of the General Conditions of Contract.

# Drone Service Engagement

The Principal shall review the information on the departmental intranet Site and provide relevant information to the Contractor.

The Contractor shall ensure the drone pilot reviews all information provided, including the Queensland Government Drones Use Policy and ensures the proposed flight complies with the Civil Aviation Safety Regulation (CASR Part 101 – Unmanned aircraft and rockets) related to Remotely Piloted Aircraft Systems.

The Contractor shall ensure the drone pilot complete and sign the RPA / drone operations checklist and obtain signatures of the Principal’s Representative and District Director (or equivalent) prior to flying the drone. Failure to comply may be considered a substantial breach under the contract.

# Additional Clauses