*[Any guidance text provided to help with completion of this Form will be shown in green italic font and in square brackets. Delete all guidance text, including this text, before issuance of Tender Documents. To delete the guidance text, triple click mouse on the guidance text then press ‘Delete’.]*

This Annexure shall be issued as part of the Tender Documents and is to be attached to the General Conditions of Contract and shall be read as part of the Contract. Clause numbers refer to Clauses in the Minor Infrastructure Contract General Conditions of Contract.

| **Item** | **Issue** | **Contract details** |
| --- | --- | --- |
| 1 | Place for payments |
| 1A | Payments under the Contract shall be made atClause 1 | Type here*[Delivery office address.]* |
| 2 | Practical Completion |
| 2A | The Date for Practical CompletionClauses 2.1, 35.2 | *[If there are no Separable Portions, insert a fixed date or a period of time from the Date of Acceptance of Tender.**If the Contract contains Separable Portions insert: Refer to Item 37 of this Annexure A.]*Type hereWhere a period of time is provided, the commencement date shall be deemed to be the Date of Acceptance of Tender. |
| 3 | Not used |
| 4 | The Principal |
| 4A | Name of the PrincipalClause 2.1 | The State of Queensland acting through the Department of Transport and Main Roads. |
| 4B | Address of the Principal | Type here |
| 4C | Principal's Delegate nameClause 2.1 | Type here*[Principal’s Delegate is the person with the Authority to enter into the Contract (that is, the person who signs the Letter of Acceptance). The Principal’s Representative in Item 4E is the person that represents the interest of the Principal and shall have a good understanding of the requirements of the Works (for example, Manager Program Delivery or Principal Engineer).]* |
| 4D | Email address and telephone number of the Principal's Delegate | Email: | Type here |
|  |  | Telephone: | Type here |
| 4E | Principal’s Representative nameClause 2.1 | Type here |
| 4F | Email address and telephone number of the Principal's Representative | Email: | Type here |
|  |  | Telephone: | Type here |
| 5 | The Administrator |
| 5A | Name of the Administrator and the Administrator's RepresentativeClause 2.1 | *[‘Administrator’ pertains to an entity or individual, ‘Administrator’s Representative’ pertains to the specific individual appointed to act on behalf of the Administrator on the project.]* |
|  |  | Administrator: | Type here |
|  |  | Administrator’s Representative: | Type here |
| 5B | Email address or Address and telephone number of the Administrator | Email / Address: | Type here |
|  |  | Telephone: | Type here |
| 5C | Email address and telephone number of the Administrator's Representative | Email: | Type here |
|  |  | Telephone: | Type here |
| 6 | Not used |
| 7 | Site description |
| 7A | Description of the SiteClause 2.1 | Type here |
| 8 | Nature of the Contract |
| 8A | Alternative that appliesRefer to relevant Clause in Annexure B (Commercial Framework) to the General Conditions of Contract | Alternative 1 – Schedule of Rates |[ ]
|  |  | Alternative 2 – lump sum |[ ]
|  |  | Alternative 3 – part Schedule of Rates and part lump sum |[ ]
| 9 | Not used |
| 10 | Site Conferences |
| 10A | Intervals between Site ConferencesClause 4.3 | Type hereIf no interval is specified, Site Conferences shall be each month. |
| 11 | Retention Security |
| 11A | Amount of Retention SecurityClause 5.2 | The Contractor must provide:1. Retention Security equal to 5% of the Contract Sum in substitution of Retention Moneys (two separate securities at 2.5% each), or
2. The Principal may deduct 10% of each payment certificate until the amount equals to 5% of the Contract Sum.
 |
| 11B | The percentage to which the Principal's entitlement to Retention Moneys and/or Retention Security is reducedClause 5.8 | Retention Moneys and/or Retention Security: Type here (If unspecified, ‘50%’) |
| 12 | Not used |
| 13 | Not used |
| 14 | Not used |
| 15 | Not used |
| 16 | Not used |
| 17 | Haulage of plant and materials |
| 17A | Restrictions to access for Constructional PlantClause 14.5.2 | Type here |
| 18 | Traffic management |
| 18A | A Traffic Management Plan is requiredClause 15.5.1 | Yes [ ]  | No [ ]  |
|  |  | If nothing stated, a Traffic Management Plan is required. |
| 19 | Not used |
| 20 | Not used |
| 21 | Insurance of the Works |
| 21A | The amount of Contract Works insurance coverClause 18 | Contract Sum*[If the contract value is >$1 million please contact the Risk, Insurance, Scheduling and Estimating Unit (**PAI\_Program@tmr.qld.gov.au**) to confirm Principal Arranged Insurance applies to the contract.**If PAI chosen, contact Prequalification and Contract Unit (**Tender\_Contracts@tmr.qld.gov.au**) for additional Clauses for PAI.**For Marine projects, please contact Manager (Marine Engineering) for further advice on amount of insurance cover]* |
| 21B | The assessment for insurance purposes of the costs of demolition and removal of debrisClause 18(d)(ii) | Type hereIf nothing stated, Nil. |
| 21C | Not used |  |
| 21D | The value of materials to be supplied by the PrincipalClause 18(d)(iii) | Type here |
| 21E | The additional amount or percentageClause 18(d)(iv) | Type hereIf nothing stated, Nil. |
| 22 | Public liability insurance |
| 22A | Not used |  |
| 22B | The amount of public liability insurance shall not to be less thanClause 19 | *[If the contract value is >$1 million please use Principal Arranged Insurance. For further information, contact the Risk, Insurance, Scheduling and Estimating Unit for further information.]*$ Type hereIf nothing stated, amount is $20 000 000. |
| 23 | Not used |
| 24 | Site possession |
| 24A | Time for giving possession of the SiteClause 27.1 | Within Type here Business Days from the Date of Acceptance of Tender.If nothing specified, within 20 Business Days. |
| 24B | Possession of SiteClause 27.1 | *[Insert any other requirements applicable to the Contract starting at (d) below. Delete (d) if not applicable.]*Prior to being given possession of the Site by the Principal, the Contractor must provide:1. security in accordance with Clause 5.2
2. proof of insurances in accordance with Clause 21.1
3. Contract Plan deemed suitable in accordance with Clause 33.3, and
4. Type here
 |
| 25 | Not used |
| 26 | Not used |
| 27 | Not used |
| 28 | Not used |
| 29 | Contractor's staff (Clause 29.2) |
| 29A | Position |  | Percentage of time onsite |
|  | Contractor’s Representative (if no person is nominated by the Contractor then the Project Manager shall be the Contractor’s Representative) | Yes ⊠ | At least 80% |
|  | Project Manager: | Yes [ ]  | No [ ]  |  |
|  | Project Engineer: | Yes [ ]  | No [ ]  |  |
|  | Contractor’s Quality Representative: | Yes [ ]  | No [ ]  |  |
|  | Environmental Representative: | Yes [ ]  | No [ ]  |  |
|  | Landscape Representative: | Yes [ ]  | No [ ]  |  |
|  | Community Liaison Officer: | Yes [ ]  | No [ ]  |  |
|  | Surveyor: | Yes [ ]  | No [ ]  |  |
|  | Works Supervisor: | Yes [ ]  | No [ ]  |  |
|  | Safety Officer: | Yes [ ]  | No [ ]  |  |
|  | Site Senior Executive | If applicable, the Contractor needs to nominate under the *MQSH Act*. Refer to Item 99 |  |
| 30 | Not used |
| 31 | Quality System |
| 31A | Quality System requiredClause 30.2 | Mandatory |
| 32 | Not used |
| 33 | Working times |
| 33A | Working Days and Working HoursClause 32.1 | Monday to Saturday7:00am to 5:00pm |
| 33B | Other days considered to be not Working Days during which work is not permitted under the ContractClause 32.1 | Type here |
| 34 | Not used |
| 35 | Contract Plan |
| 35A | Time for submission of the Contract PlanClause 33.3 | Within Type here Business Days after the Date of Acceptance of Tender.If nothing stated, 15 Business Days. |
| 35B | Plans required for the Contract PlanClause 33.3(b) | Construction Program | Yes [ ]  | No [ ]  |
|  |  | Quality Plan | Yes [ ]  | No [ ]  |
|  |  | Environmental Management Plan | Yes [ ]  | No [ ]  |
|  |  | Work Health and Safety Management Plan | Yes [ ]  | No [ ]  |
|  |  | Traffic Management Plan(Refer to Item 18A for this requirement) | Yes [ ]  | No [ ]  |
| 36 | Construction Program |
| 36A | Time for submission of Construction ProgramClause 33.4(a) | Within Type here Business Days after the Date of Acceptance of Tender.If nothing stated, the time stated in Item 35A for the submission of the Contract Plan. |
| 36B | Format of the Construction ProgramClause 33.4(c) | Critical path network |[ ]
|  |  | Bar chart |[ ]
| 37 | Separable Portions |
| 37A | Separable PortionsClause 35.3 | *[Only use this Item where there are Separable Portions. For each Separable Portion, complete the information below — add or delete rows as required.]* |
|  |  | Separable Portion number:  |  |
|  |  | Description of Separable Portion:  |  |
|  |  | Date for Practical Completion\* (Clause 2.1):  |  |
|  |  | Liquidated Damages per Day (Clause 35.6):  |  |
|  |  | Defects Liability Period (Clause 37):  |  |
|  |  | \*Where a period of time is provided in respect of the Date for Practical Completion, the commencement date shall be deemed to be the Date of Acceptance of Tender. |
|  |  | Separable Portion number:  |  |
|  |  | Description of Separable Portion:  |  |
|  |  | Date for Practical Completion\* (Clause 2.1):  |  |
|  |  | Liquidated Damages per Day (Clause 35.6):  |  |
|  |  | Defects Liability Period (Clause 37):  |  |
|  |  | \*Where a period of time is provided in respect of the Date for Practical Completion, the commencement date shall be deemed to be the Date of Acceptance of Tender. |
| 38 | Liquidated damages |
| 38A | Liquidated Damages per DayClause 35.6 | *[If there are no Separable Portions, insert an amount per day if applicable. If the Contract contains Separable Portions, insert the text ‘Refer to Item 37 of this Annexure A’]***$ Type here per Day** |
| 39 | Defects liability |
| 39A | The Defects Liability PeriodClause 37 | *[If there are no Separable Portions, insert days or months (normally 90 days). If the Contract contains Separable Portions, insert the text ‘Refer to Item 37 of this Annexure A’]*Type here |
| 40 | Not used |
| 41 | Certificates and payments |
| 41A | Time for lodgement of payment ClaimsClause 42.1.1 | 1. During the carrying out of the Work Under the Contract on the last business day of each month
 |
| 41B | Not used |  |
| 41C | Not used |  |
| 41D(a) | Not used |  |
| 41D(b) | Not used |  |
| 41E | The rate of interest on overdue paymentsClause 42.9 | The Office of State Revenue Unpaid Tax Interest Rate as at the first day after the date on which payment was due to be made. |
| 42 | Not used |
| 43 | Not used |
| 44 | Commercial Framework (if Alternative 1, 2 or 3 is specified in Item 8A) |
| 44A | For a part Schedule of Rates and part lump sum Contract, the lump sum part shall consist ofClauses 3.1, 3.2 and 4.1 of Annexure B (Commercial Framework) | Refer to the pricing schedule. |
| 44B | The amount of the Contract Sum for the purposes of Clause 18 of the General Conditions of Contract and Item 11A of the Annexure A.Clause 3.3 of Annexure B (Commercial Framework) | Refer to the total amount (including GST) set out in Tender Schedule M1 or M2 (being the anticipated total Contract Sum as at the Date of Acceptance of Tender). |
| 44C | Limits of accuracy applying to quantities in the Schedule of RatesClause 3.6 of Annexure B (Commercial Framework) and Clause 35.5(d)(ii)(ii) | For a Work Item whose Item number has a 'P' suffix, limits of accuracy are as specified in MRS01 *Introduction to Technical Specifications*.For a Work Item with an Item number between 32001 and 32602, the limits of accuracy shall be plus 20% or minus 20%.Where limits of accuracy are specified in a Specification other than MRS01 *Introduction to Technical Specifications,* those limits of accuracy shall apply.For all other Work Items, the limits of accuracy shall be plus 10% or minus 10% unless noted otherwise in the MRS Annexures. |
| 44D | Rise and fall | Clause 5 of Annexure B (Commercial Framework) applies to this Contract. |
| **99** | **Special Conditions relating to the application of the *Mining and Quarrying Safety and Health Act* 1999 (Qld)** | This Item 99 is to be used where any quarrying activities, which may be caught by the *MQSH Act,* are undertaken.It is not required if the quarrying pit is directly adjoining the road area under construction. |
| 99A | Application of Special Conditions in addition to existing WHS obligations | Nothing in this Item 99 shall in any way limit or exclude any of the Contractor’s obligations or liabilities under the Contract, including the application of Clause 15 of the Contract. |
| 99B | Appointment of Contractor as Operator | 1. From the date specified in Item 24A, the Principal relinquishes, and the Contractor assumes, control of the Quarry Site for all purposes.
2. The Contractor acknowledges and agrees that, from the date specified in Item 24A, the Contractor will be the Operator for the purposes of the *MQSH Act*.
3. The Contractor shall appoint a Site Senior Executive for the Quarry Site.
4. The Quarrying Activities shall not be carried out unless:
	1. a Site Senior Executive has been, and remains, properly appointed; and
	2. the Contractor has ensured that the Site Senior Executive has developed and implemented an appropriate Safety and Health Management System is in place for the Quarrying Activities.
5. The Contractor is authorised by the Principal to have Management and Control of the Quarry Site and to discharge its obligations as Operator under Part 3 of the *MQSH Act*.
6. The Contractor shall discharge its duties and comply with all relevant obligations under the *MQSH Act*, including the duties of an Operator.
 |
| 99C | Discharge of duties under *MQSH Act* | Without limiting the obligations in Clause 15 of the Contract or this Item 99:1. the Contractor shall ensure the Contractor, and its officers, employees, agents and Subcontractors are familiar with and comply with all their obligations and exercise due diligence in discharging all their duties under the *MQSH Act*
 |
| 99D | Definitions for this Special Condition | In this Item 99:* *MQSH Act* means the *Mining and Quarrying Safety and Health Act 1999*(Qld) as amended from time to time;
* Operator has the meaning provided in the *MQSH Act*;
* Quarrying Activities means the operations to produce road building material within the meaning provided by the *MQSH Act*;
* Quarry Site means the part of the Site which is a quarry within the meaning provided by the *MQSH Act*;
* Safety and Health Management System has the meaning provided in the *MQSH Act*;
* Site Senior Executive has the meaning provided in the *MQSH Act*.
 |