# 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 | Use of explosives |[ ] [ ]
| 2 | *Queensland Building and Construction Commission Act*1991 (Qld) |[ ] [ ]
| 3 | NOT USED |  |  |
| 4 | Traffic management |[ ] [ ]
| 5 | Care of the work and reinstatement of damage |[x] [ ]
| 6 | Training Requirements |[ ] [ ]
| 8 | Queensland Charter for Local Content |[ ] [ ]
| 9 | Drone Services |[ ] [ ]
| 99 | Additional Clauses | ☒ |[ ]

| Number | Notes (not meant to be comprehensive, seek advice if required)  |  |  |
| --- | --- | --- | --- |
| 1 | Include this Clause if blasting and explosives are involved. |  |  |
| 2 | Include this Clause if ‘building work’ as defined by the QBCC Act is being carried out. |
| 3 | Not used |
| 4 | Include this Clause if there is excavation adjacent to road still being used by passing traffic. |
| 5 | Include this Clause if ‘heavy vehicle’ is involved. Include this clause for road / bridge projects. |
| 6 | Include this Clause if the Contract Sum (including GST) is expected to be $3 million or greater for a civil construction project or $500 000 or greater for a building project. The Training Policy will not be applicable for asphalt / reseal / pavement rehabilitation Contracts. |
| 7 | Include this Clause if federal funding is involved. Also include Tender Schedule S5 to the Tender Document. |
| 8 | Include this Clause if QLD Gov. contribution ≥ $5.5 million (including GST) for south east Queensland or ≥ $2.75 million (including GST) for regional Queensland. Also include Tender Schedule S4 to the Tender Document. |
| 9 | Include this Clause if drone is to be engaged as part of this contract. Attached project specific specification. |
| 99 | Tick yes if additional clause is to be added. |

Part A – Project‑specific conditions

# Use of explosives

## Application

1. For the purposes of this Clause 1, '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 1.

## 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 1.2 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.
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 1.9(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.

# *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:
2. 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:
	1. 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
	2. 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.
3. 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 2.4, 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 be indemnified 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 2.4 survive the termination, cancellation, completion, expiration or otherwise merging of this Contract.

# Not used

Part B – Road specific conditions

# 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 5.4(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 xv:

*'(xv) failing to comply with Clause 5.2 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 5.2 shall in any way limit or exclude the Contractor's obligations or liabilities under the 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, and
8. maintain pavement markings within the Site.
9. 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 5.4(a) of the Clause Bank.
10. The Contractor shall not be responsible for repairs to road infrastructure required because of collateral road crash damage or vandalism.

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 5.4, 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 5.4(d) are in addition to and without prejudice to any other right or remedy.

# Training requirements

1. The Queensland Government Building and Construction Training Policy (the Training Policy) applies.
2. For purposes of this Clause:
	1. ‘apprentice’ and ‘trainee’ shall be a person who enters into a training Contract that has been executed in the formation of an apprenticeship or traineeship as provided for in the Further Education and Training Act 2014 (Qld)
	2. ‘compliance plan’ means the plan developed by the Contractor demonstrating how the Contractor will comply with its obligations under this clause and the Training Policy
	3. 'DESBT' means Department of Employment, Small Business and Training
	4. ‘eligible project’ means the work under this Contract if the Training Policy applies in accordance with this Clause
	5. ‘new entrant’ shall be an apprentice or trainee who has not been continuously employed by the employer, detailed on the training Contract, for more than three months full‑time, or 12 months casual or part‑time, or a combination of both, immediately prior to the commencement date of the training Contract; this person shall remain a new entrant under the Training Policy until he or she completes the apprenticeship or traineeship
	6. ‘Practical Completion report’ means the report prepared by the Contractor at project completion demonstrating its compliance with the requirements of this Clause
	7. ‘Training Policy’ means the Queensland Government Building and Construction Training Policy, published by the Department of Education, Training and Employment and located at www.training.qld.gov.au/trainingpolicy, as amended from time to time
	8. ‘TPAS’ means the Training Policy Administration System – it is an electronic reporting system to report compliance with the Training Policy, and
	9. ‘upskill workers’ means upskilling existing workers in training that is delivered by registered training organisations which leads to nationally‑recognised building or civil construction qualifications and upskilling existing workers in industry‑recognised training, but does not include Site induction, toolbox talks or Site meetings.
3. The Contractor, in its execution of the Work Under the Contract, shall:
	1. employ on the Site, either directly or indirectly through Subcontractors, apprentices and trainees, or
	2. employ on the Site, either directly or indirectly through Subcontractors, apprentices and trainees and upskill workers employed on the Site

for a number of deemed hours greater than or equal to the accepted Contract Sum multiplied by 0.0003.

1. The Training Policy will not be applied for asphalt / reseal / pavement rehabilitation Contracts.
2. In complying with this clause, not less than 60% of the required number of deemed hours shall be performed by new entrants.
3. The number of attributable deemed hours to upskill a worker shall be limited to the hours necessary to adequately present the educational material, in a classroom delivery mode, for the worker to achieve an identified competency or qualification.
4. On eligible projects over $100 million, there are additional requirements that have to be fulfilled relating to development and implementation of a skills development plan, training delivery linked to occupational outcomes and a training coordinator appointed to ensure implementation of the skills development plan.
5. The Contractor shall:
	1. within 10 Working Days of the Date of Acceptance of Tender, submit to DESBT through TPAS, a completed Compliance Plan, and
	2. within 15 Working Days of the Date of Practical Completion, submit a Practical Completion report through TPAS.
6. The Contractor acknowledges that failure to comply in part or in whole with this Clause will be a substantive factor that will be taken into account in the award of future Contracts by the Principal.

# Not used

# The Queensland Charter for Local Content

The Contractor is advised that the Queensland Charter for Local Content (the Charter) applies when the project meets one of the following requirements:

* Queensland Government contribution is $5.5 million and above (including GST) for south east Queensland and $2.75 million and above (including GST) for regional Queensland
* Queensland Government grants greater than $2.75 million (inclusive GST), and
* Large infrastructure projects where funding of over $20 million is provided by the Commonwealth through the Queensland Government.

There is an obligation on the Contractor to comply with the principles of the Queensland Charter and:

1. within 28 Days of the Letter of Acceptance, the Contractor shall prepare and submit a statement of intent, indicating how the principles of the Charter shall be addressed, and
2. prior to reaching Practical Completion, the Contractor shall complete and submit a Queensland Charter for Local Content – Project Outcome report (template available at [*https://www.tmr.qld.gov.au/business-industry/Technical-standards-publications/Infrastructure-Contract/Minor-Infrastructure-Contract/Minor-Infrastructure-Contract-Construct-Only*](https://www.tmr.qld.gov.au/business-industry/Technical-standards-publications/Infrastructure-Contract/Minor-Infrastructure-Contract/Minor-Infrastructure-Contract-Construct-Only)*)* to qclc@dsd.qld.gov.au and also submit a copy to the Principal, via email address localcontentreports@tmr.qld.gov.au.

No additional payment will be made for compliance requirements in accordance with the Queensland Charter.

For more information, please refer to:

[*https://www.statedevelopment.qld.gov.au/industry/industry-support/qld-charter-for-local-content*](https://www.statedevelopment.qld.gov.au/industry/industry-support/qld-charter-for-local-content)

# 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 completes and signs 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

**99.1** [insert additional clause]

[insert text]