*[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 General Conditions of Contract.

| **Item** | **Issue** | | | | **Contract details** | | | | | | |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| 1 | Place for payments | | | | | | | | | | |
| 1A | Payments under the Contract shall be made at  Clause 1 | | | | Type here  *[Delivery office address]* | | | | | | |
| 2 | Practical Completion | | | | | | | | | | |
| 2A | The Date for Practical Completion  Clauses 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 here  Where a period of time is provided, the commencement date shall be deemed to be the Date of Acceptance of Tender. | | | | | | |
| 3 | Latent Conditions | | | | | | | | | | |
| 3A | Exclusions to Latent Conditions  Clause 2.1 | | | | Type here | | | | | | |
| 4 | The Principal | | | | | | | | | | |
| 4A | Name of the Principal  Clause 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  Clause 2.1 | | | | Manager – Prequalification and Contracts  *[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  Clause 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 Representative  Clause 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 | The Contractor | | | | | | | | | | |
| 6A | Name of the Contractor  Clause 2.1 | | | | Refer to either C7805.JV.TIC or C7805.SE.TIC *Formal Instrument of Agreement*. | | | | | | |
| 6B | Address of the Contractor | | | | Refer to either C7805.JV.TIC or C7805.SE.TIC *Formal Instrument of Agreement*. | | | | | | |
| 6C | Name of the Contractor's Delegate | | | | Refer to either C7805.JV.TIC or C7805.SE.TIC *Formal Instrument of Agreement*. | | | | | | |
| 6D | Email address and telephone number of the Contractor's Delegate | | | | Refer to either C7805.JV.TIC or C7805.SE.TIC *Formal Instrument of Agreement*. | | | | | | |
| 7 | Site description | | | | | | | | | | |
| 7A | Description of the Site  Clause 2.1 | | | | Type here | | | | | | |
| 8 | Nature of the Contract | | | | | | | | | | |
| 8A | Alternative that applies  Refer 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 | | | | | |  |
| 8B | Relationship and Collaboration management workshop required  Clause 3.2.2 | | | | Mandatory | | | | | | |
| 9 | Contract Leadership Team | | | | | | | | | | |
| 9A | Contract Leadership Team to be established  Clause 4.1 | | | | Yes | | | | No | | |
| *[Ideally used for high dollar, high risk projects.]* | | | | | | |
| 10 | Site Conferences | | | | | | | | | | |
| 10A | Intervals between Site Conferences  Clause 4.3 | | | | Type here  If no interval is specified, Site Conferences shall be each month. | | | | | | |
| 11 | Security | | | | | | | | | | |
| 11A | Amount of security  Clause 5.2 | | | | The Contractor must provide:   1. Security (Primary Security) in an amount equal to 1% of the Contract Sum, and 2. any of the following, and:    1. further security (Subcontractor Payment Security) in an amount calculated in accordance with the following:       * where the Contract Sum is not greater than $1 000 000, the amount shall be 3% of the Contract Sum       * where the Contract Sum is greater than or equal to $1 000 000, but not greater than $20 000 000, the amount shall be 2% of the Contract Sum or $30,000 — whichever is the greater       * where the Contract Sum is greater than or equal to $20 000 000, the amount shall be 1% of the Contract Sum or $400 000 —whichever is the greater    2. a statutory declaration in the Form included in the Tender Documents (Form C7847.TIC), declaring that no Subcontractors are to be engaged under the Contract. 3. Retention Security equal to 4% of the Contract Sum in substitution of Retention Moneys (if applicable). 4. Additional security (if applicable) required under the Contract, such as security for unfixed plant or materials (refer Item 41D). | | | | | | |
| 11B | The percentage to which the Principal's entitlement to Retention Moneys and/or Retention Security is reduced  Clause 5.8 | | | | Primary Security: Type here (If unspecified, ‘No reduction’).  Retention Moneys and/or Retention Security: Type here (If unspecified, ‘20%’). | | | | | | |
| 12 | Formal Instrument of Agreement | | | | | | | | | | |
| 12A | Formal Instrument of Agreement required  Clause 6.2 | | | | Mandatory | | | | | | |
| 13 | Documents | | | | | | | | | | |
| 13A | The number of copies to be supplied by the Principal  Clause 8.4 | | | | One electronic | | | | | | |
| 13B | Reliance Information  Clause 2.1 | | | | Type here  If available, Reliance Information is included in Volume 1 – Part 7 – Project Specific Documents.  *[Reliance Information is factual information provided by Transport and Main Roads to a Contractor which the Contractor will be entitled to rely upon and forms part of the Contract.]* | | | | | | |
| 13C | The number of copies to be supplied by the Contractor  Clauses 8.5 and 8.6 | | | | Type here  If nothing stated, electronic. | | | | | | |
| 13D | The time for the Administrator to give a direction as to the suitability and return the Contractor's copies  Clause 8.5 | | | | Type here  If nothing stated, 10 Business Days. | | | | | | |
| 14 | Design by the Contractor | | | | | | | | | | |
| 14A | Contractor is required to design a Defined Part  Clause 8.6.1 | | | | Yes | | | | No | | |
| 14B | Defined Part  Clause 8.6.1 | | | | Type here | | | | | | |
| 14C | Principal's requirements  Clause 8.6.1 | | | | Type here  For a Reinforced Soil Structure, the design life, design parameters, minimum design and construction standards and performance criteria shall be as specified in Transport and Main Roads’ Technical Specification MRTS06 *Reinforced Soil Structures*.  For work which is to be designed by the Contractor as the result of the Principal accepting an Alternative Tender, the design shall be in accordance with, but not limited to, the standards of the Principal’s design, if supplied, or with the requirements of the most recent versions of the following Transport and Main Roads publications available at the following:   * [*https://www.tmr.qld.gov.au/business-industry/Technical-standards-publications.aspx*](https://www.tmr.qld.gov.au/business-industry/Technical-standards-publications.aspx), and * Other Austroads Manuals and Guides. | | | | | | |
| 14D | Amount of professional indemnity insurance policy  Clause 8.6.4(b)(i) | | | | *[N/A if project is covered under Principal arranged insurance (Alternative 1). If Contractor arranged insurance is chosen, contact the Risk, Insurance, Scheduling and Estimating Unit for a recommended amount* [*PAI\_Program@tmr.qld.gov.au*](mailto:PAI_Program@tmr.qld.gov.au)*.]*  Type here | | | | | | |
| 14E | Period after Final Certificate to maintain professional indemnity insurance policy  Clause 8.6.4(b)(ii) | | | | *[N/A if project is covered under Principal arranged insurance (Alternative 1). If Contractor arranged insurance is chosen, the period should be not less than seven years from contract completion.]*  Type here | | | | | | |
| 15 | Subcontracting and Provisional Sums | | | | | | | | | | |
| 15A | Threshold for value of work to be subcontracted  Clause 9.2.1(b)(i) | | | | $50,000 | | | | | | |
| 15B | Nominated Subcontract Work  Clauses 2, 10 | | | | Type here | | | | | | |
| 15C | Nominated Subcontractor  Clauses 2, 10 | | | | Type here | | | | | | |
| 15D | Selected Subcontract Work  Clauses 2, 10 | | | | Type here | | | | | | |
| 15E | The percentage for profit and attendance — work performed by a Subcontractor  Clause 11 | | | | Refer to Tender Schedule M10. | | | | | | |
| 15F | The amount or percentage for profit and attendance — work performed by a Nominated Subcontractor  Clause 11 | | | | Refer to Tender Schedule M10. | | | | | | |
| 16 | Not used | | | | | | | | | | |
| 17 | Haulage of plant and materials | | | | | | | | | | |
| 17A | Restrictions to access for Constructional Plant  Clause 14.5.2 | | | | Type here | | | | | | |
| 18 | Traffic management | | | | | | | | | | |
| 18A | A Traffic Management Plan is required  Clause 15.5.1 | | | | Yes | | | | No | | |
| If nothing stated, a Traffic Management Plan is required. | | | | | | |
| 19 | Community liaison | | | | | | | | | | |
| 19A | A Community Liaison Plan is required  Clause 15.6.1 | | | | Yes | | | | No | | |
| If nothing stated, a Community Liaison Plan is not required. | | | | | | |
| 20 | Severe weather management | | | | | | | | | | |
| 20A | A Severe Weather Management Plan is required  Clause 16.2.2 | | | | Yes | | | | No | | |
| *[If Principal arranged insurance applies, a Severe Weather Management Plan is required.]* | | | | | | |
| 21 | Insurance of the Works | | | | | | | | | | |
| 21A | The alternative applying  Clause 18 | | | | Type here  *[For most TIC‑CO contract Principal Arranged Insurance (Alternative 1) shall be used. For contracts <$1 million, use Contractor Arranged Insurance (Alternative 2). Contact the Risk, Insurance, Scheduling and Estimating Unit for further information:* [*PAI\_Program@tmr.qld.gov.au*](mailto:PAI_Program@tmr.qld.gov.au)*.]* | | | | | | |
| 21B | The assessment for insurance purposes of the costs of demolition and removal of debris  Clause 18(d)(ii) | | | | Type here  If nothing stated, Nil. | | | | | | |
| 21C | The assessment for insurance purposes of consultant’s fees  Clause 18(d)(iii) | | | | Type here  If nothing stated, Nil. | | | | | | |
| 21D | The value of materials to be supplied by the Principal  Clause 18(d)(iv) | | | | Type here | | | | | | |
| 21E | The additional amount or percentage  Clause 18(d)(v) | | | | Type here  If nothing stated, Nil. | | | | | | |
| 22 | Public liability insurance | | | | | | | | | | |
| 22A | The alternative applying  Clause 19 | | | | Type here  If nothing stated, Alternative 1.  *[For most TIC‑CO contract Principal Arranged Insurance (Alternative 1) shall be used. For TIC contract <$1 million, use Contractor Arranged Insurance (Alternative 2). Contact the Risk, Insurance, Scheduling and Estimating Unit for further information:* [*PAI\_Program@tmr.qld.gov.au*](mailto:PAI_Program@tmr.qld.gov.au)*.]* | | | | | | |
| 22B | The amount of public liability insurance shall not be less than  Clause 19 | | | | *[N/A if project is covered under Principal Arranged Insurance (Alternative 1). If Contractor arranged insurance is chosen, the amount shall not be less than $20,000,000 per occurrence.]*  $ Type here | | | | | | |
| 23 | Office accommodation for the Administrator | | | | | | | | | | |
|  | The requirements of providing office accommodation for the Administrator is no longer specified in the General Conditions of Contract. The Contractor shall meet the requirements as stated in MRTS28 and Annexure MRTS28.1 | | | | *[This was amended in the March’18 publication and tender managers to read the MRTS28 Contractor's Site Facilities and Camp and specify the requirements in Annexure MRTS28.1 Contractor's Site Facilities and Camp.]* | | | | | | |
| 24 | Site possession | | | | | | | | | | |
| 24A | Time for giving possession of the Site  Clause 27.1 | | | | *[In contracts where a short construction period is noted, then read this item in conjunction with item 42A and calculate the Business Days]*  Within Type here Business Days from the Date of Acceptance of Tender.  If nothing specified, within 25 Business Days. | | | | | | |
| 24B | Possession of Site  Clause 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 | Lane rental charges (Clause 27.6) | | | | | | | | | | |
| 25A | Location | Time | Hourly charge | | | | | | | | |
| Lane closure | | Shoulder closer | | | | | | |
| One lane | Two lanes |
|  |  |  |  |  | | | | | | |
|  |  |  |  |  | | | | | | |
|  |  |  |  |  | | | | | | |
| 26 | Advertising on Site | | | | | | | | | | |
| 26A | The number of project signs to be supplied and erected by the Contractor  Clause 27.8.1 | | | | Type here | | | | | | |
| 26B | The size and/or type of project signs  Clause 27.8.1 | | | | Type here | | | | | | |
| 26C | The location to which project signs are to be delivered at the completion of the Contract  Clause 27.8.1 | | | | Type here | | | | | | |
| 27 | Filling of waterways | | | | | | | | | | |
| 27A | Areas where waterways can be filled for construction purposes, including restrictions and conditions, to be applied  Clause 27.9 | | | | Type here | | | | | | |
| 28 | Not used | | | | | | | | | | |
| 29 | Contractor's staff | | | | | | | | | | |
| 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 Representative: | | | | Yes | No | | |  | | |
| Site Senior Executive: | | | |  | | | | Refer to Item 29C | | |
| 29B | Key personnel  Clause 29.2.2 | | | | Those personnel identified in the requested P‑Schedules at best Tender stage. | | | | | | |
| 29C | Specific staffing requirements | | | | *[Nomination and selection of key personnel with appropriate experience is critical to the successful delivery of any project. Adequate consideration must be given to this task taking into account the relevant project specific risks. It is not acceptable to simply copy the requirements from the tender documents of a previous similar project. Tender Managers must consult with someone in the district who has roads and/or bridge construction experience as well as contract management experience when preparing the Contractor’s staff requirements. If tender documents are prepared by the Consultants, then they must liaise with someone who undertakes constructability audit.]*  *Districts are responsible for ensuring that projects are adequately resourced – the Prequalification and Contracts Unit will be conducting governance audits throughout the year to confirm and report that this task is being completed satisfactorily. [As a guide, Districts should refer to Key Personal information at* [*https://intranet.tmr.qld.gov.au/sites/pdoconnectpmd/Pages/PCU\_Prequal.aspx*](https://intranet.tmr.qld.gov.au/sites/pdoconnectpmd/Pages/PCU_Prequal.aspx)*.]*  *[The District must specify requirements such as number of roles one person can undertake (Project Engineer can be allowed to undertake CQR role, and so on) and required years of relevant experience and/or other qualifications. Examples: CQR may also carry out the role of Environmental Representative or can be covered by the PE. Environmental Representative shall be a person with an appropriate qualification in biology, environmental science or similar qualification, or shall have a minimum 'X years’ experience implementing environmental requirements on transport infrastructure contracts satisfactorily.]*  Type here  Notes:   1. Unless noted otherwise, Project Engineer shall be a degree‑qualified civil engineer with qualifications accepted by the Institution of Engineers Australia. 2. Professional Engineering Services: Certain activities to be carried out as part of the delivery of this Contract may be ‘professional engineering services’ as defined in the Professional Engineers Act 2002 (Qld) (the Act). Where such services are carried out, the Contractor shall ensure that the personnel providing these services meet the requirements of the Act. 3. The Contractor shall maintain health and safety resources on site with sufficient qualifications, training and experience to ensure the health and safety of workers and other persons. 4. The Surveyor shall meet the competency requirements for each relevant sub‑category type as prescribed in Clause 2.4.3 of the TMR Surveying Standards, Part 1, January 2022, or for those who do not meet the requirements as per the TMR Surveying Standards, the department’s Engineering and Technology will assess their qualification and experience and approve them on a case by case basis.   To undertake this type of assessment, the Contractor shall make contact with the Director Geospatial Technologies: [TMR\_Spatial\_Enquiry@tmr.qld.gov.au](mailto:TMR_Spatial_Enquiry@tmr.qld.gov.au)   1. If the Mining and Quarrying Safety and Health Act 1999 (Qld) applies, the Site Senior executive to be appointed under the Act should be provided for here. Also include Special Conditions as Item 99. | | | | | | |
| 30 | Training requirements | | | | | | | | | | |
| 30A | Is the Queensland Government's Training Policy applicable?  Clause 29.3  *[Please note that the Training Policy will not be applicable to asphalt, reseal and pavement rehabilitation Contracts as per the new directive dated October 2023. For more information, Please contact tender\_contracts@tmr.qld.gov.au]* | | | | Yes | | | | No | | |
| *[Refer to the Training Policy document at* [*www.training.qld.gov.au/trainingpolicy*](http://www.training.qld.gov.au/trainingpolicy)*]* | | | | | | |
| 30C | Increased training hours apply to this contract  *[This will apply to 'building projects' where the contract sum is greater than $500 000 (including GST).]* | | | | Yes  No  If 'yes' 0.03 per cent in Clause 29.3C shall be replaced by 0.06 per cent | | | | | | |
| 31 | Quality System | | | | | | | | | | |
| 31A | Quality System required  Clause 30.2 | | | | Mandatory | | | | | | |
| 31B | Specified format for Quality Records | | | | Type here  If nothing is specified, then as directed by the Administrator. | | | | | | |
| 32 | Warranty Items | | | | | | | | | | |
| 32A | Warranty Items  Clause 30.10 | | | | Type here  If nothing is specified, then Not Applicable. | | | | | | |
| 33 | Working times | | | | | | | | | | |
| 33A | Working Days and Working Hours  Clause 32.1 | | | | Monday to Saturday  7:00 am to 5:00 pm. | | | | | | |
| 33B | Other days considered to be not Working Days during which work is not permitted under the Contract  Clause 32.1 | | | | Type here | | | | | | |
| 34 | Contractor reports | | | | | | | | | | |
| 34A | Contractor reports  Clause 33.2.1 | | | | Daily Reports: | | | Yes | | No | |
| Weekly Reports: | | | Yes | | No | |
| 35 | Contract Plan | | | | | | | | | | |
| 35A | Time for submission of the Contract Plan  Clause 33.3.1 | | | | Within Type here Business Days after the Date of Acceptance of Tender.  If nothing stated, 15 Business Days. | | | | | | |
| 36 | Construction Program | | | | | | | | | | |
| 36A | Time for submission of Construction Program  Clause 33.4.1 | | | | 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 Program  Clause 33.4.1 | | | | Critical path network | | | |  | | |
| Bar chart | | | |  | | |
| 36C | Format for electronic program data  Clause 33.4.2 | | | | The Contractor’s software shall be Oracle Primavera P6, presented in .xer format. | | | | | | |
| 36D | Minimum number of activities in Construction Program  Clause 33.4.2 | | | | Type here | | | | | | |
| 37 | Separable Portions | | | | | | | | | | |
| 37A | Separable Portions  Clause 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 Day  Clause 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 Period  Clause 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 | Profit and overheads | | | | | | | | | | |
| 40A | Percentage for profit, onsite overheads and offsite overheads  Clauses 36(a), 40.5(b)(iii), 40.5(b)(vi) and 41(b)(vi) | | | | Refer to Tender Schedule M10. | | | | | | |
| 41 | Certificates and payments | | | | | | | | | | |
| 41A | Time for lodgement of payment Claims  Clause 42.1.1 | | | | During the carrying out of the Work Under the Contract on the last business day of each month. | | | | | | |
| 41B | Retention Moneys  Clause 42.3 | | | | The Principal may deduct 10% of the value of work included in a payment certificate until the aggregate amount withheld equals 4% of the Contract Sum.  Retention Moneys may be substituted for Retention Security as per Clause 5.3. | | | | | | |
| 41C | Unfixed plant or materials – the alternative applying  Clause 42.4 | | | | Type here  If nothing stated, Alternative 1. | | | | | | |
| 41D (a) | Unfixed plant or materials – the materials which apply  Clause 42.4 | | | | As may be agreed from time to time in writing. | | | | | | |
| 41D (b) | Additional security | | | | As may be agreed from time to time in writing. | | | | | | |
| 41E | The rate of interest on overdue payments  Clause 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 | Site delay | | | | | | | | | | |
| 42A | The delay in giving possession of the Site which shall be a substantial breach  Clause 44.7(b)(iv) | | | | 10% of the duration of the period from the Date of Acceptance of Tender to the Date for Practical Completion, following satisfactory provision of all requirements in Item 24B of this Annexure A. | | | | | | |
| 43 | Dispute resolution | | | | | | | | | | |
| 43A | Dispute resolution – the alternative applying  Clause 47  *[Dispute Resolution Board may only apply to contracts >$100 million. Seek approval from PCU before tender released]* | | | | Type here  If nothing stated, Alternative 1A applies  For all Alternatives, refer to the Issues Resolution Advisor / Dispute Resolution Board template on the Principal’s website. | | | | | | |
| 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 of  Clauses 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 Clauses 14.8, 18 and 29.3 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 Rates  Clause 3.6 of Annexure B (Commercial Framework) and Clause 35.5(d)(ii)(b) | | | | For a Work Item whose Item number has a 'P' suffix, limits of accuracy are as specified in MRS01 *Introduction to Specifications*.  For a Work Item with an Item number between 3200 and 32602, the limits of accuracy shall be plus 20% or minus 20%.  For all other Work Items, the limits of accuracy shall be plus 10% or minus 10% unless noted otherwise in the MRS Annexures. | | | | | | |
| **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 Mining and Quarrying Safety and Health Act 1999 (Qld) 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 2. if the Contractor cannot discharge its duties under the MQSH Act, the Contractor shall comply with Clause 15.4.5(b) of the Contract as though the words 'WHS Act' were omitted and replaced with the words '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. | | | | | | |