*[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** | **Invitation for Offer information** | | | | | | |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **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 name | 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 name | 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 Offer Form C7012.IC | | | | | | |
| 6B | Address of the Contractor | Refer to Offer Form C7012.IC | | | | | | |
| 6C | Name of the Contractor's Representative | Refer to Offer Form C7012.IC | | | | | | |
| 6D | Email address and telephone number of the Contractor's Representative | Refer to Offer Form C7012.IC | | | | | | |
| **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 | Yes | | | | | | |
| **9** | **Contract Leadership Team** | | | | | | | |
| 9A | Contract Leadership Team to be established  Clause 4.1 | Not applicable. | | | | | | |
| **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 is not required to provide security.  *[Provision of security is not required for Sole Invitation contracts with RoadTek or LGA. Sole Invitation contracts must not be used with private contractors and contact Manager (Contracts) on 07 3066 4306 for more information.]* | | | | | | |
| 11B | The percentage to which the Principal's entitlement to security and Retention Moneys is reduced  Clause 5.8 | The Contractor is not required to provide security. | | | | | | |
| **12** | **Formal Instrument of Agreement** | | | | | | | |
| 12A | Formal Instrument of Agreement required  Clause 6.2 | Yes | | | | No | | |
| A Formal Instrument of Agreement is not required for a Sole Invitation Contract. | | | | | | |
| **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 | *[In most circumstances Item 14A will be ‘No’ and Items 14B to 14E will be ‘Not Applicable’, unless there are certain parts that would be designed by the Contractor (such as side track, seal design, pavement design).]*  Type here | | | | | | |
| 14C | Principal's requirements  Clause 8.6.1 | Type here | | | | | | |
| 14D | Amount of professional indemnity insurance policy  Clause 8.6.4(b)(i) | Type here | | | | | | |
| 14E | Period after Final Certificate to maintain professional indemnity insurance policy  Clause 8.6.4(b)(ii) | Type here | | | | | | |
| **15** | **Subcontracting and Provisional Sums** | | | | | | | |
| 15A | Threshold for value of Works to be subcontracted  Clause 9.2.1(b)(i) | Not applicable | | | | | | |
| 15B | Nominated Subcontract Works  Clauses 2, 10 | Not applicable | | | | | | |
| 15C | Nominated Subcontractor  Clauses 2, 10 | Not applicable | | | | | | |
| 15D | Selected Subcontract Works  Clauses 2, 10 | Not applicable | | | | | | |
| 15E | The percentage for profit and attendance — Works performed by a Subcontractor  Clause 11 | Not applicable | | | | | | |
| 15F | The amount or percentage for profit and attendance — Works performed by a Nominated Subcontractor  Clause 11 | Not applicable | | | | | | |
| **16** | **Legislative and policy requirements** | | | | | | | |
| 16A | Not used |  | | | |  | | |
| 16B | **Work Health and Safety Accreditation**  The Australian Government Building and Construction WHS Accreditation Scheme will apply  Clause 14.5.5 | Yes | | | | No | | |
| 16C | **Indigenous Participation Framework**  Tenderer must comply with Indigenous Participation Framework and submit Tender Schedule S11 with the tender.   1. TMR Project Manager to determine initial targets 2. negotiate with contractor to see if the targets are achievable, or higher targets could be achieved, and 3. include the agreed targets in the Tender Schedule S11   *(This item applies if the Federal Government contribution to the project is ≥ $7.5 m and included in National Partnership Agreement.]* | Yes | | | | No | | |
| **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 (refer Item 21A), a Severe Weather Management Plan is required.]* | | | | | | |
| **21** | **Insurance of the Works** | | | | | | | |
| 21A | The Alternative applying  Clause 18 | Alternative 1 (Principal Arranged Insurance).  OR  Alternative 2 (Contractor Arranged Insurance).  *[Tender Manager to pick one. Generally, Contractor Arranged Insurance is used for local government. RoadTek also has its own Internal Insurance Scheme so Principal Arranged Insurance may or may not be applicable. Contact the Risk, Insurance, Scheduling & Estimating Unit for more 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(g)(ii) | Not applicable | | | | | | |
| 21C | The assessment for insurance purposes of consultant’s fees  Clause 18(g)(iii) | Not applicable | | | | | | |
| 21D | The value of materials to be supplied by the Principal  Clause 18(g)(iv) | Not applicable | | | | | | |
| 21E | The additional amount or percentage  Clause 18(g)(v) | Not applicable | | | | | | |
| **22** | **Public liability insurance** | | | | | | | |
| 22A | The Alternative applying  Clause 19 | Alternative 1 (Principal Arranged Insurance).  OR  Alternative 2 (Contractor Arranged Insurance).  *[Tender Manager to pick one. Usually Principal Arranged Insurance is used for RoadTek, and Contractor Arranged Insurance is used for Local Government. Contact the Risk, Insurance, Scheduling and Estimating Unit for more 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 the Principal Arranged Insurance (Alternative 1). If Contractor Arranged Insurance is chosen, the amount shall not be less than $20,000,000 per occurrence* [*PAI\_Program@tmr.qld.gov.au*](mailto:PAI_Program@tmr.qld.gov.au)*.]*  $ Type here  If nothing stated and Alternative 2 applies in Item 22A, amount is $20,000,000. | | | | | | |
| **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 and specify the requirements in MRTS28.1.]* | | | | | | |
| **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 in conjunction with item 42A and calculate the Business Days.*  Within Type here Business Days from the Letter of Acceptance.  If nothing specified, within 25 Business Days. | | | | | | |
| 24B | Possession of Site  Clause 27.1 | *[Insert any other requirements applicable to the Contract starting at (c) below. Delete (c) if not applicable]*  Prior to being given possession of the Site by the Principal, the Contractor must provide:   1. proof of insurances in accordance with Clause 21.1 (if relevant) 2. interim plans or Contract Plan in accordance with Clause 33.3 (if relevant), and 3. Type here | | | | | | |
| **25** | **Lane rental charges** | | | | | | | |
| 25A | Lane rental charges  Clause 27.6 | Not applicable | | | | | | |
| **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 | Personnel as agreed with the department’s Tender Manager. | | | | | | |
| 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 (for example, Project Engineer can be allowed to undertake CQR role, and so on) and required years of relevant experience and/or 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.]* | | | | | | |
| 29C | Specific staffing requirements (continued) | Type here  Notes:   1. Unless noted otherwise, Project Engineer shall be a degree-qualified 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)*.]* | | | | | | |
| 30B | Not used |  | | | | | | |
| 30C | Increased training hrs 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 | *[Tender Manager to decide suitable sentence to use for the Quality System requirements.]*  Contractor to provide sufficient evidence to demonstrate a Quality System that meets ISO 9001.  Contractor is required to have a Quality System that meets ISO 9001. | | | | | | |
| **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 Works are 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.  *[Number of days depends on complexity of the project. 10 Business Days may be sufficient for less complicated projects.]* | | | | | | |
| **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 | Type here  *The Contractor’s software shall be Oracle Primavera P6, presented in .xml format or any software acceptable to Principal.*  *[It is preferable to have it in P6 .xml format for every contract. It is recommended to Tender Managers to consider the project complexity and choose the acceptable software.]* | | | | | | |
| 36D | Minimum number of activities in Construction Program  Clause 33.4.2 | 50 to 200 activities with durations ranging from 3 to 20 days. | | | | | | |
| **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 | Not applicable | | | | | | |
| **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** | **Offsite overheads** | | | | | | | |
| 40A | Percentage margin for offsite overheads  Clauses 36 and 40.5(b)(iii) | As negotiated | | | | | | |
| 40B | Percentages for profit, onsite overheads and off-site overheads  Clause 40.5(b)(vi) | As negotiated | | | | | | |
| 40C | The charge for offsite overheads, profit, and so on, for Daywork  Clause 41(b)(vi) | As negotiated | | | | | | |
| **41** | **Certificates and payments** | | | | | | | |
| 41A | Time for lodgement of payment Claims  Clause 42.1.1 | 1. During the carrying out of the Work Under the Contract on the last business day of each month. 2. Once upon the issue of the certificate of Practical Completion, and 3. Once upon the issue of the Final Certificate. | | | | | | |
| 41B | Retention Moneys  Clause 42.3 | Not applicable.  *[Retention Money is not applicable to Sole Invitation Contracts.]* | | | | | | |
| 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 | Not applicable. | | | | | | |
| 41D (b) | Additional security | Not applicable. | | | | | | |
| 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) | As negotiated.  OR  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.  *[Tender Manager to pick one.]* | | | | | | |
| **43** | **Dispute resolution** | | | | | | | |
| 43A | Dispute resolution – the Alternative applying  Clause 47.3 | *[Tender Manager to pick one depending on whether the Contractor is Local Government or RoadTek. Delete the one that is not used.]*  *[Local Government]*  Alternative 1 applies. Refer to the document *Partners in Government Agreement* http://www.dlg.qld.gov.au/resources/policy/local-government/partners-in-government-agreement.pdf  *[RoadTek]*  Level 1: Issues to be resolved by Administrator and Contractor.  Level 2: If unresolved, escalate to Contract Leadership Team (if applicable).  Level 3: If unresolved, escalate to District Director and RoadTek Operations Manager.  Level 4: If unresolved, escalate to Regional Director and RoadTek Executive Director. | | | | | | |
| **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 18(g) and 29.3 of the General Conditions of Contract and Item 11A of 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 Works Item whose Item number has a 'P' suffix, limits of accuracy are as specified in MRS01 *Introduction to Technical Specifications*.  For a Works 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 Works 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 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*. | | | | | | |