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| GENERAL SPECIFICATION (MINOR WORKS) |

[DESCRIBE PROJECT]

CONTRACT NO.: [INSERT CONTRACT NO.]

* 1. THE SPECIFICATION

(**Documents comprising this Specification**)The Specification comprises the following documents:

* + - 1. [list documents comprising the specification];
      2. [list documents comprising the specification].

(**Precedence**)If there is any ambiguity, inconsistency, conflict or discrepancy between any of the documents listed in clause 1.1, then the document which contains the higher standard or more onerous obligation will prevail. If that does not resolve the ambiguity, inconsistency, conflict or discrepancy then the documents will take precedence in the order set out in clause 1.1 with the document listed at 1.1(a) being the highest in the order.

(**Definitions)** Terms used in the Specification and which are defined in the General Conditions of Contract (whether italicised or not) have the meanings assigned to them in the General Conditions of Contract unless the context otherwise requires.

Otherwise, the following terms have the meanings assigned below (unless the context otherwise requires):

* + - 1. **Approvals** means certificates, licences, accreditations, clearances, authorisations, consents, permits, approvals, determinations and permissions from any Authority and any related fees and charges;
      2. **Authority** means any Federal, State, or local government authority, administrative or judicial body or tribunal, department, commission, agency, government owned corporation, statutory body or instrumentality or any other person having jurisdiction over the project;
      3. **General Conditions of Contract** means the General Conditions of Contract referred to in the formal instrument of agreement to which this General Specification is attached;
      4. **Statutory Notice** means any infringement notice, prohibition notice, improvement notice or non-disturbance notice issued by an Authority pursuant to the WHS Act and any electrical safety protection notice or unsafe equipment notice issued by an Authority pursuant to the *Electrical Safety Act 2002* (Qld);
      5. **[Insert defined term]** means [insert meaning];
      6. **[Insert defined term]** means [insert meaning];
  1. The WORKS

(**Standard of Works**) Where applicable, all *WUC* shall be carried out in accordance with the specification and drawings forming part of this *Contract*, the applicable Australian Standards and Codes, and the requirements of FNQROC Development Manual. A copy of the FNQROC Regional Development Manual is available on the FNQROC website at [www.fnqroc.qld.gov.au](http://www.fnqroc.qld.gov.au). The *Contractor* shall be deemed to have read, understood and allowed for compliance with the relevant part or parts of the manual.

(**Responsibility**) The *Contractor* is fully responsible for choosing the appropriate plant, equipment and work methods for the purpose and environment for which they are to be used. The *Contractor* is fully responsible for carrying out *WUC* and ensuring acceptable work practices are used.

(**Principal supplied materials**) [DELETE IF NOT APPLICABLE] Where the *Principal* is required under the *Contract* or pursuant to any *direction* issued under the *Contract*, to supply materials to the *Contractor* free of charge for use in the *WUC* (*Principal Supplied Materials*) then the *Principal* shall:

* + - 1. deliver the material to the *site*; or
      2. make the material available from the location stated in the *Contract*; or

at the time at which the *construction program* required the material to be provided or made available.

Upon any *Principal Supplied Materials* being delivered or made available, the *Contractor* shall immediately inspect the material and ensure that the specified quantity has been delivered and that the material is in a condition which complies with the requirements of the relevant specification.

If, within five *business days* of the material being delivered or made available, the *Contractor* does not notify the *Principal* in writing of any deficiencies, then it shall be deemed that the specified quantity of *Principal Supplied Materials* has been delivered or made available to the *Contractor* in a condition that complies with the relevant specification.

Any *Principal Supplied Materials* which, after it is delivered or made available to the *Contractor* is lost, destroyed, contaminated or altered in any way such that the material no longer complies with the relevant specification shall be immediately removed, disposed of and replaced by the *Contractor* with material which complies with the relevant specification, unless the *Principal* expressly directs otherwise. The *Contractor* shall notify the *Principal* in writing of any lost, destroyed, contaminated or altered material within five *business days* of becoming aware of such events.

Unless otherwise directed by the *Principal*, the *Contractor* must return any excess *Principal Supplied Materials* to the *Principal* at the place required by the *Principal*.

*Principal Supplied Material*, other than destroyed, contaminated or altered material which is disposed of by the *Contractor* pursuant to this clause 2.4 shall, notwithstanding anything else in this clause 2.4, remain the property of the *Principal* at all times.

(**Work by others**) **[DELETE IF NOT APPLICABLE]** The following *work* will be undertaken by others:

* + - 1. [LIST GENERAL DESCRIPTION OF WORKS]
      2. [LIST GENERAL DESCRIPTION OF WORKS]

(**Quality Assurance**) The *Contractor* shall implement and comply with a quality management system under the *Contract* in accordance with the requirements of ISO 9001, or as otherwise approved by the *Principal*. The *Contractor* shall provide the *Principal* with all documents and information requested to support or evidence the *Contractor’s* quality management system.

* 1. approvals and other law

(**Identifying, obtaining and maintaining Approvals**) The *Contractor* must identify and notify the *Principal* of all Approvals which are necessary for the proper performance of *WUC* (other than Approvals which the *Principal* has advised the *Contractor* it has already obtained). The *Contractor* must obtain and maintain all such Approvals until the end of the last defects liability period to expire. The cost of obtaining and maintaining all such Approvals shall be borne by the *Contractor*.

(**Compliance**) The *Contractor* must and must ensure that its *personnel* comply with all Approvals and other law which are in anyway applicable to *WUC*, including, unless the *Contract* expressly provides otherwise, by paying all fees, royalties, levies, charges, costs, expenses, taxes or duties.

(**Obtaining or granting of Approvals by Principal**) The *Principal* gives no warranty and makes no representation that:

* + - 1. it will be able to obtain, or obtain within any particular time; or
      2. where the *Principal* is the relevant Authority, that it will grant,

any Approval required for the *Contractor* to perform *WUC*.

(**No fetter**)Nothing in the *Contract* shall be taken to fetter the power, rights or authority of the *Principal* as the sublessor under the *Land Act 1994 (Qld)* or an Authority under the *Local Government Act 2009* (Qld), the *Local Government Regulation 2012* (Qld) or any other law.

* 1. SITE

(**Location**) The *site* is located at [INSERT LOT AND PLAN DESCRIPTION AND/OR ADDRESS OR REFER TO AN ATTACHED PLAN IF THERE IS ONE]. The extent of the *site* is shown on the attached drawings. The on-site area set aside for the storage of materials for this project is to be finalised through liaison with the *Principal*.

(**Site Conditions**) The *Contractor* is deemed to have:

* + - 1. visited the *site* prior to entering into the *Contract* to ascertain local conditions and the extent of *WUC*; and
      2. familiarised itself with all relevant factors including, the availability of temporary access, temporary lighting and power, telephone services, water supply, waste disposal facilities, labour supply, weather conditions; and made allowance in the *contract sum* for provision of any services required to enable *WUC* to be performed.

(**Public Utilities**) Where overhead public utility lines and surface drainage works and/or underground pipes, conduits, or cables exist in the vicinity of *the* *Works*, the *Contractor* shall take all necessary precautions to protect such facilities from damage and, in the case of any damage occurring to such facilities, the matter shall be immediately reported to the department or company concerned and the *Principal*. The cost of the necessary repairs or renewals shall be borne entirely by the *Contractor*. If it is found to be necessary to alter the location or level of any existing mains or services to conform with the requirements of the *Contract* then the *Contractor* shall notify the *Principal* immediately. Should relocation of existing services be specified or directed by the *Principal*, the *Contractor* shall arrange for the work to be carried out by the appropriate municipal, public or statutory authority.

(**Requirements of possession**) The *Contractor*’s attention is drawn to clause 17 of the General Conditions of Contract (Minor Works). The following documentation and information must be provided as a requirement of the *Principal* giving possession of the *site*:

* + - 1. dilapidation survey pursuant to clause 7.2;
      2. work health and safety documentation directed to be provided pursuant to clause 9.7 of this Specification;
      3. environmental management plan pursuant to clause 10.1 of this Specification;
      4. traffic management plan pursuant to clause 12 of this Specification;
      5. documentary evidence of the giving of notice and the payment of the portable long service levy to Qleave;
      6. evidence of insurance as required by clause 14.1 of the General Conditions of Contract (Minor Works);
      7. updated *construction program* which complies with clause 6;
      8. [DETAIL ANY OTHER SPECIFIC REQUIREMENT TO BE MET BEFORE POSSESSION OF THE SITE WILL BE GIVEN]

(**Services**) The *Contractor* shall be responsible for connection of all services including water, sewerage, drainage, electricity and communications and obtaining all relevant permits and approvals for connection.

(**Temporary Works**) The *Contractor* shall ensure that all plant, equipment, materials, temporary workshops, stores and offices are kept within the confines of the *site* at locations approved by the *Principal*. The cost to provide the *Contractor*'s temporary power, water and any other services required to execute *WUC* shall be borne by the *Contractor*.

(**Unauthorised entry to site**) The *Contractor* must use its best endeavours to prevent any unauthorised entry to the *site*. The *Contractor* will assume responsibility for any losses occurring from the *site*.

(**Deliveries**) The *Contractor* shall be responsible for delivery of all materials used in *WUC* (including any materials and/or deliverables used by subcontractors) ('deliverables'), providing space for the storage of all deliverables, handling the deliverables and for checking that the deliverables comply with the requirements of the *Contract*.

(**Setting out**) The *Contractor* shall be responsible for setting out *the* *Works* from the information shown on the drawings. The *Contractor* must check all dimensions on *site* before proceeding with *WUC*. The *Contractor* shall notify the *Principal* of any omissions or discrepancies within the drawings or specification. Where the *Contractor* has commenced *Works* on any component of *the* *Works*, the *Contractor* shall be deemed to have reviewed all dimensions and have accepted responsibility for any errors.

* 1. latent conditions [DELETE WHERE NOT APPLICABLE]

(**Meaning of latent condition**) Latent Conditions are physical conditions on the site and its near surrounds, including artificial things but excluding weather conditions, which differ materially from the physical conditions which should reasonably have been anticipated by a competent Contractor at the time of the Contractor’s tender if the Contractor had inspected:

* + - 1. all written information made available by the Principal to the Contractor for the purpose of tendering;
      2. all information influencing the risk allocation in the Contractor’s tender and reasonably obtainable by the making of reasonable enquiries; and
      3. the site and its near surrounds.

(**Notification**) The Contractor, upon becoming aware of a Latent Condition while carrying out WUC, shall promptly, and where possible before the Latent Condition is disturbed, give the Principal written notice of the general nature thereof.

If required by the Principal promptly after receiving that notice, the Contractor shall, as soon as practicable, give the Principal a written statement of:

* + - 1. the Latent Condition encountered and the respects in which it differs materially;
      2. the additional work, resources, time and cost which the Contractor estimates to be necessary to deal with the Latent Condition; and
      3. other details reasonably required by the Principal.

(**Deemed variation**) The effect of the Latent Condition shall be a deemed variation, priced having no regard to additional cost incurred more than 5 *business days* before the date on which the Contractor gave the notice required by the first paragraph of clause 5.2.

* 1. Removal of personnel

The *Principal* may direct the *Contractor* to have removed, within a stated time, from the *site* or from any activity of *WUC*, any person engaged on *WUC* who, in the *Principal’s* opinion, is incompetent, negligent, guilty of misconduct or has engaged in any *improper conduct*. The *Contractor* must promptly arrange a replacement approved by the *Principal* (with such approval not to be unreasonably withheld or delayed) to assume the role of that person.

* 1. construction Program

(**Format and details**) The *construction program* shall:

* + - 1. be prepared utilising native format Microsoft ‘Project 2010’ software, or alternative software as approved in writing by the *Principal*;
      2. submitted electronic format with copies in both PDF format and native Microsoft “Project 2010” file format; and
      3. detail the *Contract* milestone dates, the commencement and completion dates of each trade and/or sub-contract work activity, procurement activities and supply *Contract* activity, with activities linked in a logical progression through a ‘critical path’ and identify any float based on a continuous cycle of *WUC*.

(**Constraints to construction program**) The following information is to be taken into account when preparing the program.

* + - 1. [DETAIL ANY SPECIFIC CONSTRAINTS. CONSIDER WHETHER COUNCIL REQUIRES ANY SPECIFIC REMEDY FOR EXCEEDING THE CONSTRAINTS. IF SO, CONTRACT MAY NEED TO BE AMENDED]

(**Approval of construction program**) The approval of the *construction program* by the *Principal,* or any amendments thereof will not relieve the *Contractor* of any of its obligations under the *Contract*, including the obligation to not, without reasonable cause, depart from an earlier *construction program*.

(**Progress**) If, in the opinion of the *Principal*, the *Contractor* falls behind the approved *construction program*, the *Contractor* shall take such steps as considered necessary to improve progress. The *Contractor* shall submit a revised *construction program* in an approved form, indicating the manner in which the *WUC* shall be completed including as necessary what additional resources are to be utilised within the specified time. No additional cost shall be incurred by the *Principal* due to such measures.

(**Working Hours**) The working hours of the *site* are [insert working hours]

* 1. reports AND RECORD KEEPING

(**Photographic evidence**) The *Contractor* shall provide to the *Principal* a progressive photographic record of the progress of *WUC* at the times required by the *Principal*. Photographs shall be in digital format and shall be duly dated and labelled to describe the photograph's content.

(**Dilapidation survey**) The *Contractor* must, prior to the commencement of *WUC*, undertake a dilapidation survey ('Dilapidation Survey') including a photographic record clearly indicating the date and time of photos taken, of all areas identified as forming part of the *site* and the following areas:

* + - 1. [list other specific surrounding locations or structures that are to be surveyed OR attach a plan showing these areas];
      2. [list other specific surrounding locations or structures that are to be surveyed OR attach a plan showing these areas];.

The Dilapidation Survey shall be replicated prior to and as a requirement of *practical completion*. The purpose of this survey is to confirm the pre and post-construction condition of the *site*. The Dilapidation Survey shall be completed by the *Contractor* in the company of the a *Principal* The *Contractor* shall cause the least possible interference with existing amenities whether natural or man-made. The *Contractor* shall take all practical steps to minimise the amount of noise caused by carrying out *WUC*.

(**Compliance with legislative requirements**) The *Contractor* shall provide evidence of its compliance with clause 7 of the General Conditions of Contract (Minor Works) to the *Principal* on request by the *Principal*.

(**Confidentiality**) **[DELETE IF THERE ARE NO SPECIFIC DOCUMENTS TO BE IDENTIFIED AS CONFIDENTIAL]** The following documents are confidential, and must not be disclosed by the *Contractor* to any third party, other than as required by law, for the purpose of complying with the *Contractor*'s obligations under the *Contract*, obtaining legal, accounting or other professional advice or complying with its internal corporate governance requirements:

* + - 1. [LIST ANY SPECIFIC INFORMATION THAT IS REQUIRED TO BE KEPT CONFIDENTIAL BY THE CONTRACTOR]

The *Contractor* must, and must ensure that its employees, agents and approved subcontractors, keep confidential the above documents and any other information obtained in the course of performing the *Contract* which is, of its nature, confidential. However, the *Contractor* may disclose any information:

* + - 1. which it is legally required or entitled to disclose; or
      2. to its legal and accounting advisers for the purposes of obtaining advice in relation to the *Contract* or any matter arising from the *Contract*.
  1. practical completion

(**Requirements of achieving practical completion**) As a requirement of *practical completion* the *Contractor* shall provide one (1) bound and one (1) pdf copies of an end of job report which shall contain the following as a minimum:

**[DELETE WHERE NOT APPLICABLE]**

* + - 1. Material Test Results
      2. As constructed drawings
      3. Completed warranties for all fittings and fixtures including major supply information
      4. Operations & Maintenance Manuals
      5. Building Surveyor inspection certificates where applicable
      6. Plumbing inspection certificates
      7. Electrical inspection certificates
      8. Final Inspection Certificates from an approved registered certifier
      9. [LIST OTHER REQUIREMENTS OF PRACTICAL COMPLETION]
  1. Work health and safety [GUIDANCE NOTE// CONTRACTOR IS NOT APPOINTED AS PRINCIPAL CONTRACTOR AS IT IS EXPECTED THAT WORKS WILL BE LESS THAN $250,000]

(**General**) The obligations in this clause 9 are in addition to, and not in substitution for, any other obligation of the *Contractor* under the *WHS Act* and *WHS Regulation* or elsewhere in the *Contract* or at law relating to work health and safety. Nothing in this clause is intended to reduce or limit such other obligations and none of those other obligations shall be taken to reduce or limit the *Contractor’s* obligations under this clause.

(**Contractor’s primary obligations**) The *Contractor* must comply with all *legislative requirements* (including the *WHS Act* and the *WHS Regulation*) and codes of practice relating to work health and safety that are in any way applicable to this *Contract*. The *Contractor* must itself, and must ensure that its *personnel* engaged in performing *WUC*:

* + - 1. at all times identify and take all reasonably practicable steps to ensure health and safety of all persons who may be affected by *WUC; and*
      2. discharge its duties and comply with all relevant duties, obligations, standards and requirements under the *WHS Act* and *WHS Regulation* which may be or become applicable in relation to or in connection with the *Contract* or *WUC* including any direction relating to work health and safetyissued by the Regulatoror any other authority.
      3. consult with and co-operate with the *Principal* in relation to matters of safety that the *Principal* considers the *Contractor* cannot resolve to the standard imposed by the *WHS Act* and the *WHS Regulation* and to cooperate and coordinate with the *Principal* to ensure any issues are resolved to that standard.

(**Principal Contractor**) The *Contractor* agrees, acknowledges and accepts that, from the *date of acceptance of tender*, until the earliest of:

* + - 1. expiration of the *defects liability period*; and
      2. 5pm on the date on which the *Contract* is terminated by either party,

and at all other times at which the *Contractor* carries out any *WUC* at the *site* in connection with the *Contract* (including for the duration of any *defect* rectification *work* required to be performed by the *Contractor*), the *Contractor* must:

* + - 1. if the *Principal* has appointed a third party as *principal contractor* for the *site* under the *WHS Regulation*, comply with the reasonable requirements of that third party in its capacity as *principal contractor*; and
      2. if the *Principal* has not appointed a third party as *principal contractor* for the *site*:
         1. comply with the WHS policies and procedures of the *Principal* which are in any way applicable to this *Contract*;
         2. inform the *Principal* of all its WHS policies, procedures or measures implemented for its individual project *sites* established for performance of its obligations under this *Contract*.

(**Incident notification**) The *Contractor* must promptly (and no more than 12 hours after the occurrence) notify the *Principal* of any accident, injury, property or environmental damage, which occurs during the carrying out of *WUC*. The *Contractor* is required to report any *notifiable* *incidents* to the *Regulator* within the specified time frame as per the *WHS Act* and *WHS* *Regulation*.

(**Reporting**) The *Contractor* must provide a copy of every Statutory Notice received from an Authority in connection with *WUC* to the *Principal* within 1 *business day* after the notice is received. The *Contractor* must, upon request, make available to the *Principal* all project *site* accident data. Reports shall cover injuries and damage resulting from accidents or any incidents involving harm to a third party, particularly where legal action may be taken against them or the *Principal*.

(**Indemnity**) The *Contractor* shall indemnify and keep indemnified the *Principal* against any *claim* which may be brought against the *Principal* andany cost, expense, fine, penalty, damages or loss which may be imposed upon, suffered or incurred by the *Principal* in connection with:

* + - 1. any breach of its obligations under this clause at the *site* or other workplace at which *WUC* is carried out; and
      2. the *Principal* being deemed under the *WHS Regulation* to be the person with management and control of the workplace, or the person with management and control of any fixtures, fittings and plant in relation to or in connection with the workplace.

(**Contractor’s WHS systems and** documentation) The *Contractor* warrants and represents that it has adequate WHS systems in place having regard to the nature of *WUC* and any hazards specific to the *site*.

The *Contractor* must prepare the WHSdocumentation that the *Principal* directs it to prepare pursuant to this clause within the time directed by the *Principal* and as a requirement of possession of the *site*.

The WHS documentation must address all the specific WHS hazards, issues relevant to *WUC*, and is to document the system and control methods to be implemented for the duration of the *Contract*. The *Principal* shall review the WHSdocumentation. If the *Principal* notifies the *Contractor* that all or part of the WHS documentation is not suitable, the *Contractor* shall at its cost amend and resubmit the relevant WHS documentation.

The *Principal* may at any time request the *Contractor* review any of the WHS documentation. The *Contractor* shall promptly and within the time required by the *Principal*, review any or all of the WHS documentation in accordance with the *Principal*’s request and either:

* + - 1. submit revised documentation to the *Principal*; or
      2. provide written confirmation that the WHS documentation is appropriate to manage the risks associated with *WUC*.

The *Contractor* is not entitled to make any claim(whether for additional costs or expense, adjustment to the *contract sum* or extension to the *date for practical completion*) in connection with its obligations under this clause.

(**Safety compliance**)If during the performance of *WUC* the *Principal* informs the *Contractor* that it is of the opinion the *Contractor* is:

* + - 1. not conducting *WUC* in compliance with the *WHS Act*, the *WHS Regulation*, codes of practice or relevant policies and procedures; or
      2. conducting *WUC* in such a way as to endanger the health and safety of the *Contractor*’s employees, subcontractors, the *Principal’s* employees or the general public,

the *Principal* may direct the *Contractor* to promptly remedy the breach or take any other action permitted by the *Contract*, including suspending the whole or part of *WUC* pursuant to clause  19 of the General Conditions of Contract (Minor Works) until such time as the *Contractor* satisfies the *Principal* that the work can be resumed in a safe manner (quality assurance procedures and forms for non-compliance would apply).

(**Definitions**) In this clause:

* + - 1. ***Construction work***, ***person with management and control***, ***principal contractor***, ***workplace*** and ***notifiable incident*** have the meanings assigned to them by the *Work Health and Safety Act 2011* (Qld) (**WHS Act**) and the *Work Health and Safety Regulation 2011* (Qld) (**WHS Regulation**) as amended from time to time; and
      2. ***Regulator*** means the State regulator.
  1. ENVIRONMENTAL PROTECTION

(**Environmental Management Plan**) If required by the *Principal*, the *Contractor* shall prepare and submit to the *Principal* for review an environmental management plan (***EMP***) to cover all work to be undertaken at the *site*. The *EMP* shall be the *Contractor*’s plan of management to ensure that all work undertaken by the *Contractor* (including all subcontractors) shall have minimal impact on the environment and shall be in accordance with all relevant Australian Standards and *legislative requirements*. The *Contractor* shall be solely responsible for the full and complete implementation of the *EMP*. The *Contractor* shall pay all penalties, costs and expenses, which may be incurred in respect of offences committed or alleged to be committed under the provision of the relevant *legislative requirements*.

(**Erosion and sediment control**) **[DELETE IF NOT APPLICABLE]** As part of any EMP, the *Contractor* shall prepare an erosion and sedimentation control plan (***ESCP***). The primary objective of the *ESCP* is to prevent or minimise harm by control of overland flows, minimisation of flow path lengths and the use of trapping devices to capture sediment. The *Contractor* shall be responsible for the installation, inspection, repair and maintenance of all environmental control provisions contained in the approved *ESCP*. Inspections of all environmental control provisions must be undertaken as a minimum on a weekly basis and immediately after any major rainfall events.

(**Biosecurity Management**) In this clause:

* + - 1. a **Biosecurity Risk** is the risk that exists when dealing with:
         1. any pest, disease, or contaminant (including plants, seeds, spores, eggs, vertebrate and invertebrate pest); or
         2. something that could carry a pest, disease or contaminant (e.g. animals, plants, soil, equipment and water—known as ‘carriers’);
      2. a **Potential Biosecurity Risk** is a Biosecurity Risk that does not currently occur at the *site* but which has the capacity to occur at the *site*.  It may be present but not visible or may be introduced during *WUC*. It includes risks associated with carriers and the movement and sourcing of materials, vehicles, and machinery; and the disturbance, import or export of soils;
      3. a**Known Biosecurity Risk**is a Biosecurity Risk that is currently recorded within the footprint or proximity of the *site* which is:
         1. identified within biosecurity plans or programs active for the area;
         2. identified during *WUC*; or
         3. otherwise identified by the Principal.

As part of the EMP the *Contractor* shall prepare a Biosecurity Risk management plan (**BRMP**) to ensure reasonable and practical steps are taken to address Biosecurity Risks and that the *Contractor* meets its general biosecurity obligation (as that term is used in the *Biosecurity Act 2014* (Qld).The BRMP must address both Potential Biosecurity Risks and Known Biosecurity Risks.

The *Contractor* shall ensure that all *personnel* are trained during *site* induction procedures to be aware of Biosecurity Risks. If at any time during *WUC* a breach of the BRMP or a significant Biosecurity Risk is identified, then the *Contractor* must immediately contact the *Principal* for direction.

The *Contractor* must, on request by the Principal, provide documentary evidence of its compliance with this clause.

(**Waste Management**) The *Contractor* shall ensure that all waste from the *site* is placed in appropriate containers and removed from the *site* to a legal waste disposal depot, and all fees paid by the *Contractor*.

(**Energy Use**)The *Contractor* shall ensure that the use of energy for *WUC* is minimised by undertaking regular maintenance of all machinery to ensure energy efficiency and by utilising minimum sized machinery to undertake tasks.

(**Protection of Fauna**) **[DELETE IF NOT APPLICABLE]**The *Contractor* shall ensure that there is minimal disruption to any fauna in the vicinity of *the* *Works*. The *Contractor* shall ensure that personnel are trained during *site* induction procedures and aware of the potential for impacts on fauna, and the need to minimise these impacts. If activities are found to be adversely impacting on fauna excessively, the *Contractor* must implement ameliorative measures as directed by the *Principal*.

(**Protection of Flora**) **[DELETE IF NOT APPLICABLE]**The *Contractor* must exercise due care in the vicinity of trees, other vegetation or existing features and make good any damage resulting from construction activities. The *Contractor* shall note the existing plants and trees on areas abutting *the* *Works* and shall avoid disturbing these areas.

* 1. CULTURAL HERITAGE

**[ALTERNATIVE 1 - SHORT FORM - DELETE IF NOT APPLICABLE]**

(**Aboriginal Cultural Heritage**) Although it is not expected that the proposed construction will reveal any cultural heritage find, the *Contractor*'s attention is drawn to the requirements of the *Aboriginal Cultural Heritage Act* *2003, Torres Strait Islander Cultural Heritage Act 2003* (Qld) and the *Aboriginal and Torres Strait Islander Heritage Protection Act 1984* (Cth), with which the *Contractor* shall comply in relation to *WUC*. The *Contractor* shall ensure that all his own personnel, including staff and subcontractors’ staff are trained during site induction procedures to be aware of cultural heritage issues. If cultural heritage assets are encountered on the *site*, the *Contractor* shall cease all work in that area, notify the *Principal* and take appropriate actions as outlined in the *EMP* or as otherwise directed by the *Principal*.

**[ALTERNATIVE 2 - LONG FORM - DELETE IF NOT APPLICABLE]**

(**Definitions**) In this clause:

* + - 1. **Aboriginal** **cultural** **heritage** has the same meaning as in the *Aboriginal Cultural Heritage Act 2003* (Qld);
      2. **Aboriginal** **Party** has the same meaning as in the *Aboriginal Cultural Heritage Act 2003* (Qld);
      3. **Cultural** **Heritage** includes Aboriginal cultural heritage, Torres Strait Islander cultural heritage and Commonwealth cultural heritage;
      4. **Commonwealth** **cultural** **heritage** means significant Aboriginal areas and objects under the *Aboriginal and Torres Strait Islander Heritage Protection Act 1984* (Cth);
      5. **Torres** **Strait** **Islander** cultural heritage has the same meaning as in the *Torres Strait Islander Cultural Heritage Act 2003* (Qld);
      6. **Torres Strait Islander Party** has the same meaning as in the *Torres Strait Islander Cultural Heritage Act 2003* (Qld);

(**General Obligations**) Without limiting any other clause in this *Contract*, the *Contractor* must, and must ensure that its *personnel* in carrying out and completing *WUC*:

* + - 1. comply with its duty of care under section 23 of the *Aboriginal Cultural Heritage Act 2003* (Qld) and the *Torres Strait Islander Cultural Heritage Act 2003* (Qld) requiring the *Contractor* to take all reasonable and practicable measures not to harm or damage Aboriginal cultural heritage and Torres Strait Islander cultural heritage;
      2. act diligently to protect the Cultural Heritage of the *site*, the area surrounding the *site* and any other land used by the *Contractor* in connection with *WUC;*
      3. comply with and discharge (and ensure that the *Contractor's* *personnel* comply with and discharge) all obligations imposed on the *Contractor* under any:
         1. law relating to the protection of Cultural Heritage which are applicable to *WUC*;
         2. directions of the *Principal* in relation to the protection of Cultural Heritage; and
         3. other standards, plans, requirements, codes, guidelines, policies, consents and permissions relating to the protection of the Cultural Heritage which are applicable to *WUC*, including:

the cultural heritage plan prepared under clause 11.4;

the *Principal’s* Cultural Heritage management policies and plans;

any consent, permission or clearance provided by an Aboriginal Party or Torres Strait Islander Party; and

a Cultural Heritage Management Plan (if any) approved pursuant to the *Aboriginal Cultural Heritage Act 2003* (Qld) or the *Torres Strait Islander Cultural Heritage Act 2003* (Qld) and applicable to *WUC*;

* + - 1. notify the *Principal* immediately of any communication with the *Contractor* by an Aboriginal Party or Torres Strait Islander Party (or a person claiming to be an Aboriginal Party or Torres Strait Islander Party) which may affect *WUC*;

(**Cultural Heritage plan**) The Contractor must prepare, provide to the *Principal* for review and comply with a cultural heritage plan for *WUC* that:

* + - 1. includes the results of a search of the Aboriginal Cultural Heritage Database and Register under the *Aboriginal Cultural Heritage Act 2003* (Qld) for the *site*;
      2. describes the steps that the *Contractor* intends to take to meet its duty of care under the *Aboriginal Cultural Heritage Act 2003* (Qld) or *Torres Strait Islander Cultural Heritage Act 2003* (Qld) including the details of any communication with the Aboriginal Party or Torres Strait Islander Party about *WUC* and details of any proposed site inspections or monitoring of *WUC*;
      3. identifies any responsibilities, procedures and processes for dealing with Cultural Heritage.

* 1. [DELETE IF NOT APPLICABLE] traffic management

(**Traffic management plan**) The *Contractor* must prepare, provide to the *Principal* for review and comply with a traffic management plan for *WUC.*

(**Responsibility**) The *Contractor* is responsible for the safety of all pedestrians and vehicular traffic at or adjacent to the *site*, or in any way affected by the execution of *WUC*, and shall provide all necessary lights, barriers, notices and signs. Signs shall conform to the current Manual of Uniform Traffic Control Devices published by the Department of Transport and Main Roads from time to time ('TMR MUTCD') and AS1742 Manual of Uniform Traffic Control Devices ('AS1742 MUTCD').

(**Continuous operation**)The *Contractor* shall provide for continuous operation of normal traffic along all roads and pedestrian and vehicular access to properties included in the *Contract* or intersected by *WUC*. The *Contractor* shall, where necessary, provide side-tracks which shall be constructed, signposted, lit and maintained.

(**No obstruction**)The *Contractor* shall not obstruct any side road, branch track, drain or watercourse unnecessarily in its operations, but when such obstructions cannot be avoided, the *Contractor* shall remove such obstruction as soon as possible.

(**Non-compliance**)If the *Contractor* fails to comply with this clause, the *Principal* may, without further notice, take such steps as the *Principal* considers reasonably necessary to provide for the passage and safety of traffic, to remove any obstruction or to repair any damage including. If it considers it necessary, *Principal* may engage workmen and watchmen, in which case the cost of doing so shall be deducted from any monies otherwise due to the *Contractor* under this *Contract*.

* 1. Heavy Vehicle National Law [DELETE IF NOT APPLICABLE]

(**Meaning of terms**) Terms used in this clause which are defined in the Heavy Vehicle National Law (Queensland) (the ***National Law***) have the same meaning as in that law.

(**General obligations**) The *Contractor* must ensure that, so far as is reasonably practicable, the safety of the *Contractor’s* transport activities. Without limiting this, the *Contractor* must, so far as is reasonably practicable:

* + - 1. eliminate public risks and, to the extent it is not reasonably practicable to eliminate public risks, minimise the public risks; and
      2. ensure the party’s conduct does not directly or indirectly cause or encourage:
         1. the driver of the heavy vehicle to contravene the *National Law*; or
         2. the driver of the heavy vehicle to exceed a speed limit applying to the driver; or
         3. another person, including another party in the chain of responsibility, to contravene the *National Law*.

(**Notice**)The *Contractor* must immediately notify the *Principal* if the *Contractor* considers that anything in this *Contract,* or any act or omission of the *Principal* or its respective officers, employees, agents or representatives has or is likely to directly or indirectly cause or encourage the *Contractor* or any employee or subcontractor of the *Contractor*:

* + - 1. being the driver of a heavy vehicle to contravene the National Law; or
      2. being the driver of a heavy vehicle to exceed a speed limit applying to the driver; or
      3. being another person, including another party in the chain of responsibility, to contravene the National Law.
  1. Labour Hire

The *Contractor* must not provide or utilize any labour for any *WUC* unless the provider of that labour hire is registered under the *Labour Hire Licensing Act 2017* (Qld).

* 1. [HEADING]

(**[Subheading]**) [text].

(**[Subheading]**) [text].

(**[Subheading]**) [text].

APPENDIX A – Locality Map

**[DELETE IF NOT APPLICABLE]**

[insert map here]