

TENDERS CLOSE WITH: **VendorPanel**

DATE: 28 April 2023

TIME: **5:00 pm**

Tender Documents for
Central Highlands Regional Council

**Blackwater Resource Recovery
Facility Operations**

Contract Number 2022T085B

April 2023

AUSTRALIAN STANDARD

FORM OF FORMAL INSTRUMENT OF AGREEMENT

AGREEMENT made _____ day of _____ 2023

BETWEEN

[Successful tenderer name]

[Successful tenderer address]

(called the Contractor)

AND

Central Highlands Regional Council
PO Box 21
Emerald, QLD 4720

(called the Principal)

IT IS AGREED AND CONFIRMED that the contract is formed upon the issue of a Letter of Acceptance and the documents comprising the contract shall be as set out in the Letter of Acceptance including without limitation and subject to the Letter of Acceptance:

- (i) The Letter of Acceptance
- (ii) Post Tender Correspondence
- (iii) Specification
- (iv) Special Conditions of Contract
- (v) Amended General Conditions of Contract AS4920-2003, including Annexure
- (vi) Covering letters, including (but not limited to) any letter accompanying the Request for Tender
- (vii) Conditions of Tendering
- (viii) Tender Response
- (ix) Tender Specifications
- (x) The Bill of Quantities; and
- (xi) any Notices to Tenderers, with more recent Notices taking precedence

and these documents shall together comprise the contract between the parties AND if the Contractor or the Principal is two or more persons then they shall be bound jointly and severally.

Signed for and on behalf of the Principal in the presence of:

Signature of Authorised Signatory

Signature of Witness

Name of Authorised Signatory in full

Name of Witness in full

Signed by the Contractor by or in the presence of:

Signature of Director

Signature of Secretary / other Director

Name of Director in full

Name of Secretary / other Director in full

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Central Highlands Regional Council

Blackwater Resource Recovery Facility Operations

Amended General Conditions of Contract Number 2022T085B

April 2023

AMENDED GENERAL CONDITIONS OF CONTRACT

[provided separately]

Central Highlands Regional Council

Blackwater Resource Recovery Facility Operations

Annexure to the Amended General Conditions of
Contract Number 2022T085B

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AS 4920-2003
ANNEXURE to the Amended Australian Standard General
Conditions of Contract for the Provision of Asset
Maintenance and Services
PART A
Contract No. 2022T085B

This Annexure shall be completed and issued as part of the tender documents and, subject to any amendments to be incorporated into the *Contract*, is to be attached to the Amended General Conditions of Contract and shall be read as part of the *Contract*.

Item

- | | | |
|----|--|--|
| 1 | <i>Principal</i>
(clause 1) | <u>Central Highlands Regional Council</u>
ACN..... ABN <u>79198223277</u> |
| 2 | <i>Principal's address</i> | <u>PO Box 21</u>
<u>Emerald Qld 4720</u>
Phone <u>4986 8431</u> Fax <u>1300 242 687</u> |
| 3 | <i>Contractor</i>
(clause 1) |
.....
ACN..... ABN |
| 4 | <i>Contractor's address</i> |
.....
Phone Fax |
| 5 | Superintendent | —not used |
| 6 | Superintendent's address | —not used |
| 7 | <i>Performance duration</i>
(clause 1 and subclause 29.1) | <u>Everyday (with the exception of Good Friday and Christmas Day) between</u>
the hours of <u>8</u> am and 5 pm, to achieve performance requirements. |
| 8 | <i>Performance period cycle</i>
(clause 1 and subclause 29.1) | As follows:
<u>Continuously over the total performance periods.</u>
..... |
| 9 | <i>Total performance period</i>
(clause 1 and subclause 29.1) | <u>The Initial Period and any Renewal Period(s) (if exercised by the Principal)</u>
..... |
| 9A | <i>Commencement Date</i> | <u>1 July 2023</u> |

AS 4920-2003
ANNEXURE to the Amended Australian Standard General
Conditions of Contract for the Provision of Asset
Maintenance and Services
PART A
Contract No. 2022T085B

- 10 Governing law (page 3, clause 1(h)) The law of the State of Queensland
If nothing stated, that of the jurisdiction where the *premises* are located
- 11 a) Currency (page 3, clause 1(g)) \$AUD
If nothing stated, that of the jurisdiction where the *premises* are located
- b) Place for payments (page 3, clause 1(g))
If nothing stated, the *Principal's* address
- c) Place of business of bank (page 2, clause 1(d))
If nothing stated, the place nearest to where the *premises* are located
- 12 *Contractor's security*
- a) Form (clause 3) Unconditional Bank Guarantee.....
- b) Amount or maximum percentage of *contract sum* (clause 3)
If nothing stated, 5% of the *contract sum*
- c) If retention moneys, percentage to be retained from each progress payment (clause 3 and subclause 32.2) Nil.....%, until the limit in *Item 12(b)*
If nothing stated, 10%, until the limit in *Item 12(b)*
- d) Time for provision (except for retention moneys) (clause 3) Within 28 days after *date of acceptance of tender*
If nothing stated, 28 days
- 13 *Principal's security*
- a) Form (clause 3)
- b) Amount or maximum percentage of *contract sum* (clause 3) N/A.....
If nothing stated, nil
- c) Time for provision (clause 3) within days after *date of acceptance of tender*
If nothing stated, 28 days

AS 4920-2003
ANNEXURE to the Amended Australian Standard General
Conditions of Contract for the Provision of Asset
Maintenance and Services

PART A

Contract No. 2022T085B

14	<i>Principal</i> -supplied documents (subclause 6.2)	Document	No. of copies
		1. <u>Specification</u>	1
		2. <u>Conditions of Contract</u>	1
		3. <u>Blackwater Resource Recovery Facility REMP</u>	1
	
		4. <u>Blackwater Resource Recovery Facility SDMP</u>	1
	
		5. <u>Environmental Permit EPPR00677213</u>	1
			If nothing stated, 5 copies
15	Time for <i>Principal's direction</i> about documents (subclause 6.3)	<u>14 days</u> If nothing stated, 14 days	
16	Subcontracting (subclause 7.2)	<u>By approval (written) only</u> <u>Subclause 7.3 applies</u>	
17	<i>Legislative requirements</i> , those excepted (subclause 9.1)	<u>None</u>	
18	The <i>Contractor's</i> liability is limited as follows: (subclause 13.1)		
	a) For claims in respect or arising out of death or personal injury	<u>\$20,000,000</u>	
	b) For loss of rents, income (other than arising out of death or personal injury) and the opportunity to earn profits and indirect and consequential loss	<u>N/A</u> If no amount stated, \$1	
	c) For all other claims whatsoever	<u>\$</u> If no amount stated, the <i>contract sum</i> as adjusted pursuant to the <i>Contract</i>	

AS 4920-2003
ANNEXURE to the Amended Australian Standard General
Conditions of Contract for the Provision of Asset
Maintenance and Services
PART A
Contract No. 2022T085B

- 19 The *Principal's* liability is limited as follows (subclause 13.1) \$
 If no amount stated, the *contract sum* as adjusted pursuant to the *Contract*
- 20 Amount of the insurance of the liability to reinstate shall be not less than \$
 (clause 14) If nothing stated, then not less than the *contract sum*
- 21 Public liability insurance (clause 15)
- a) Alternative applying
 If nothing stated, Alternative 1 applies
- If Alternative 1 applies
- b) Amount per occurrence shall be not less than \$20,000,000
- 22 Facilities, utilities and items of plant, equipment and material made available to the *Contractor* by the *Principal* at the *premises* (clause 23) Contractor to provide all facilities, buildings, items of plant, equipment and materials necessary to perform the service in a safe manner.
- 23 Extent to which the *Principal* is not to be responsible for arranging repairs to enable *the Services* to be performed (clause 24) Nil
- 24 Date and time for commencing the first *single performance* of the *Services* (subclause 29.1) day of 20
 at *am / *pm
- 25 *Qualifying causes of delay*, causes of delay for which *EOTs* will not be granted (page 2, paragraph (b)(ii) of clause 1 and subclause 29.3)

AS 4920-2003
ANNEXURE to the Amended Australian Standard General
Conditions of Contract for the Provision of Asset
Maintenance and Services
PART A
Contract No. 2022T085B

- 26 Time for the *Contractor* to give claim for an *EOT* (subclause 29.3) days
 If nothing stated, 28 days
- 27 Time for the *Principal* to give a written *direction* for an *EOT* (subclause 29.5) days
 If nothing stated, 28 days
- 28 Liquidated damages for a *single performance of the Services*, rate (subclause 29.6) Nil- no rate specified.
 per day \$ per day
- 29 Other *compensable causes* (page 1, paragraph (b) of clause 1 and subclause 29.7)

- 30 Delay damages, rate (subclause 29.7) Nil – no delay damages payable under this contract

 per day \$ per day
 If nothing stated, then in accordance with clause 36
- | | | | |
|----|---|-------|--------|
| 31 | Warranties to be provided by <i>Contractor</i> (subclause 30.1) | Item | Period |
| | | | |
| | | | |
| | | | |
| | | | |
- 32 *Defects liability period* (subclause 30.2)
 If nothing stated, 30 days
- 33 Dates on which or times within which progress claims are to be given (subclause 32.1) On the last business day of each month
 OR
~~Within .. days after completion of each single performance of the Services~~
 If nothing stated, 7 days after completion of each *single performance of the Services*

Central Highlands Regional Council

Blackwater Resource Recovery Facility Operations

Contract Number 2022T085B

Special Conditions of Contract

April 2023

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Definitions used in these Special Conditions of Contract

In these Special Conditions of Contract terms defined below have the meanings assigned to them. Terms not defined in these Special Conditions of Contract which are defined in the General Conditions of Contract have the meanings ascribed to them in the General Conditions of Contract. A reference to a clause is a reference to a clause in these Special Conditions of Contract, unless indicated otherwise.

“Asbestos Management Plan” means the plan to be developed by the Contractor pursuant to clause 2.7.

“CHRC Documentation” means the Waste Reduction and Recycling Plan, Site Development and Management Plan (SDMP), the Receiving Environmental Monitoring Plan (REMP) and the Environmental Permit EPPR00677213.

“Commencement Date” means the date for commencement of the Services stated in Annexure Part A.

“Contractor's Activities” means all obligations, duties and responsibilities of the Contractor under the Contract.

“Councils’ Environmental Authority” means such authority, however described, issued to the Principal under relevant legislative requirement authorising it to operate the Resource Recovery Facility.

“Emergency and Disaster Plan” means the plan to be developed by the Contractor pursuant to clause 12.3.

“Environmental Laws and Regulations” means the **Environmental Protection Act 1994**, Environmental Protection Regulation 2019, Environmental Protection (Air) Policy 2008, Environmental Protection (Noise) Policy 2008, Environmental Protection (Water) Policy 2009, Waste Reduction and Recycling Act 2011, and the Waste Reduction and Recycling Regulation 2011, as amended or replaced from time to time.

“Environmental Management Plan” means the plan to be developed by the Contractor pursuant to clause 14.2.

“Environmental Permit” means the environmental permit for the Resource Recovery Facility.

“Expiry Date” means the date on which the Initial Term ends, or if the Principal exercises a Renewal Term, the date on which the Renewal Term Ends.

“Fauna Management Plan” means the plan to be developed by the Contractor pursuant to clause 2.11.

“Fire Management Plan” means the plan to be developed by the Contractor pursuant to clause 12.8 **Error! Reference source not found.**

“Green Waste” means general garden waste such as plants, palm fronds, tree and lawn clippings.

“GST” has the meaning as defined in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

“Initial Term” means the period of three (3) years from the Commencement Date.

“Landfill Material” means the residual Material after Recyclables and Green Waste have been salvaged, which is then to be deposited into landfill.

“Leachate and Stormwater Management Plan” means the plan to be developed by the Contractor pursuant to clause 2.7.

“Materials” means any materials that are delivered to the Resource Recovery Facility or the RRA for processing.

“Quality Plan” means the plan to be developed by the Contractor pursuant to clause 15.

“Receiving Environmental Monitoring Plan” or **“REMP”** means the receiving environmental monitoring plan provided by the Principal to the Contractor, as amended by the Principal from time to time.

“Recyclables” means Materials that the Principal notifies the Contractor to salvage and which have an end market, such as scrap metals, whitegoods and electronic waste.

“Regulated Waste” has that meaning provided in the Environmental Protection Act 1994, as amended or replaced from time to time.

“Renewal Term” means a period of one (1) year from the Expiry Date.

“Resource Recovery Facility” means the Blackwater Resource Recovery Facility with Environmental Permit EPPR00677213, located at 31 Ardurad Road, Blackwater, Queensland.

“RRA” means the Resource Recovery Area used for sorting and processing Materials by separating Recyclables from Materials into individual commodity types and contaminants.

“RRA Building” means the building (if any) used to house the RRA, and includes any separate fixed structure used for the purpose of storing Recyclables or stockpiling sorted commodities.

“RRA Site Infrastructure” means all ancillary infrastructure which is necessary for the operation of the RRA and the RRA Building.

“Site Development and Management Plan” or **“SDMP”** means the site development and management plan provided by the Principal to the Contractor, as amended by the Principal from time to time.

“Stockpile Management Plan” means the plan to be developed by the Contractor pursuant to clause 2.3.1.

“Supervisor” means the Contractor, or any person employed by the Contractor in any capacity to provide and undertake the functions of supervising the Resource Recovery Facility.

“Specification” means the specification for the performance of the Services provided by the Principal to the Contractor.

“Traffic Management Plan” means the plan to be developed by the Contractor pursuant to clause 12.6.

“Waste” has that meaning provided by the Environmental Protection Act 1994 as amended or replaced from time to time.

“Waste Reduction and Recycling Plan” means the waste reduction and recycling plan provided by the Principal to the Contractor, as amended by the Principal from time to time.

“Weighbridge Services” means the operation and maintenance of the Weighbridge.

“Weighbridge” means the weighbridge at the Resource Recovery Facility (if any).

“Work, Health and Safety Laws” means Work Health and Safety Act 2011 (QLD) and Work Health and Safety Regulation 2011 (QLD), as amended or replaced from time to time, together with relevant occupational health and safety related legislative requirement, directions on safety or notices issued by any relevant Authority and applicable codes and standards, as relevant and applicable to the Contractor's Activities or the Works, as applicable from time to time;

“Work Health and Safety Plan” means the plan to be developed by the Contractor pursuant to clause 12.2.

1. Nature and Extent of Contract

1.1. Contract Sum

This Contract is a lump sum Contract as defined by the General Conditions of Contract. The Contract Sum shall include all applicable GST and be full compensation for the Services under this Contract.

1.2. Term

1.2.1. Initial Term

This Contract shall be effective from the Commencement Date. Unless the Contract is terminated sooner pursuant to its terms, or the Principal exercises its option under clause 1.2.2 to extend the Contract for a Renewal Term, the Contract shall automatically expire at the end of the Initial Term.

1.2.2. Renewal Term(s)

The Principal may, at its absolute discretion, unilaterally extend this Contract for a maximum of two Renewal Terms.

The Principal may exercise a Renewal Term by notifying the Contractor in writing at least 4 months before the end of the Initial Term.

The Principal is under no obligation to exercise any Renewal Term. The Principal shall not be liable to the Contractor for any loss should the Renewal Terms not be awarded at all.

2. Scope of work

2.1. Operation and maintenance of the Resource Recovery Facility

The work to be performed under this Contract comprises the provision of all materials, plant and labour and the performance of all operations of whatever kind necessary for the completion of the Services. Prior to commencement of Resource Recovery Facility operations, the Contractor, under the direction of the Principal, shall set out and confirm the areas suitable for operations. The Contractor shall check for existing services prior to any excavation or other ground-penetrating activities.

The scope of work in the Contract includes, but are not limited to, the following:

- liaison with the Principal;
- the receipt of Waste at the Resource Recovery Facility and the diversion of Waste within that Resource Recovery Facility which is able to be recycled or processed in a manner other than by landfill;
- the collection, for Principal, of any fees payable for the receipt of Waste at the Resource Recovery Facility, as specified in clause 2.13;
- the spreading, or otherwise dealing with Waste, such as scrap metal or Green Waste, not required to be compacted;
- the efficient compaction of Waste required to be landfilled at the Resource Recovery Facility in accordance with applicable legislative requirement, licences and relevant procedures, as described in clause 2.4;
- the provision of all staff, plant and equipment or other items required to adequately perform the Services in accordance with this Contract;
- the provision of an air-conditioned office and a room with table and seats suitable for conducting site meetings (note that this may be the lunchroom or office);
- covering of tip material in accordance with applicable legislative requirement, licences and relevant procedures;
- oil collection and disposal, in accordance with the Environmental Protection Regulation 2008;
- minimising strewn litter;
- the operation and maintenance of the RRA, as specified in clause 2.2;
- stockpile management, as specified in clause 2.3;
- compliance with Principal's environmental licensing agreements (including the Receiving Environmental Monitoring Plan (REMP) and Environmental Permits for the Resource Recovery Facility);
- the placement and maintenance of an adequate fencing at the Resource Recovery Facility to minimise the spread of waste as litter, as per the REMP;
- the maintenance of the stormwater channels and drains as part of the overall stormwater management of the landfill under the Contract, as specified in clause 2.7;
- the management of Hazardous Materials and Special Approved Waste (as those terms are defined in the SDMP), as specified in clause 2.7;

- prepare and implement a site-specific Safety Management Plan;
- installation of Silt, sediment and dust control;
- operation and maintenance of Weighbridge, as specified in clause 2.5 if directed to do so by the Principal;
- reporting and periodic meetings, as specified in clauses 10 and 11;
- creation and maintenance of sediment and erosion control systems at the Resource Recovery Facility; and.
- co-ordination with presently employed and future employed contractors engaged and managed by Principal.

The Principal may by notice in writing instruct the Contractor to vary the Services changing the form, quality and extent of the Services. No variations to the work shall be undertaken by the Contractor without a notice in writing by the Principal. The Contractor on receipt of such notice shall provide to the Principal written acknowledgment of receiving the notice. A variation shall be valued by agreement between the Contractor and the Principal prior to variations being carried out unless otherwise instructed by the Principal.

Where an item is expressly stated with a provisional quantity, provisional rate or provisional sum in Schedule A, the sum included in the contract itself shall not be payable but where direction of the item to which the provisional sum relates is to be carried out, the item shall be paid at the tendered rate for the quantity measured.

2.2. Operations and Maintenance of the RRA

2.2.1. Scope of operate and maintain component

The Contractor must:

- (i) receive the Materials at the Resource Recovery Facility;
- (ii) transfer the Materials from the Resource Recovery Facility to the RRA and from the RRA to the Resource Recovery Facility, as required
- (iii) operate and maintain the RRA to enable sorting and processing of Materials;
- (iv) maintain the RRA Building and RRA Site Infrastructure;
- (v) optimise the recovery of Recyclables from the Materials;
- (vi) degas all refrigerants;
- (vii) dispose of any Landfill Materials and contamination materials;
- (viii) supply all personnel, plant and equipment, materials and consumables required to operate and maintain the RRA and maintain the RRA Building and RRA Site Infrastructure in accordance with the Contract; and
- (ix) maintain the RRA Building and RRA Site Infrastructure consistent with the terms of the Contract.

2.2.2. Ownership of Material

Title and risk in Materials vests in the Principal except lost, valuable or sentimental items which have been deposited in error, where:

- (i) the Contractor is notified by the Principal or the owner of the item before or shortly after the receipt of the item by the Contractor; and
- (ii) the item is capable of being retrieved using reasonable means and without disruption to the operation of the RRA,

in which case the title in the item remains with the original owner.

2.2.3. Loss and Risk in Recyclables

The Contractor must take all reasonable measures to protect and ensure that Recyclables are, to the extent reasonably possible, not damaged, destroyed or lost while the Materials are at the Resource Recovery Facility.

2.3. Stockpile management

2.3.1. Stockpile Management Plan

The Contractor must develop and submit to the Principal prior to the commencement of the Contract a site-specific Stockpile Management Plan in compliance with the Environmental Permit [EPPR00677213](#) and the SDMP. The Stockpile Management Plan must specifically address the stockpiling of all Recyclables and other Materials, including incoming and baled material, and managing the provision of the Services.

2.3.2. Storage of Materials

- (i) If the Contractor cannot sort and process the Materials promptly, the Contractor must store those Materials according to applicable legislative requirements and in a manner that does not cause an environmental or health nuisance, or a deterioration in the quality of the Recyclables within the Materials that results in a decrease in the value of those Recyclables.
- (ii) The Contractor must manage the storage and stockpiling of Materials in accordance with the Stockpile Management Plan and the SDMP to ensure that continuity of the Services is not compromised.
- (iii) Wastes must be deposited in lifts not exceeding a vertical height of three (3) metres.

2.3.3. Stockpiling of Processed Materials

- (i) The Contractor must maintain and supervise areas used to stockpile other Waste material such as Green Waste and scrap metal to ensure fires do not occur and that they are orderly and safe for the public. All stockpiles are required to not exceed 3m in height and the Green Waste stockpiles in particular are required to maintain a 5m separation to other stockpiles for fire buffering purposes.
- (ii) The Contractor must also maintain processed material, whether baled or unbaled, in suitable wet-weather proof storage.

- (iii) The Contractor must not dispose of any Recyclables in a Waste Disposal Facility or other similar facility, without the prior consent of the Principal.
- (iv) In circumstances where the Contractor disposes of Recyclables and this is attributed to non-compliance with clause 2.3.3(b), the Contractor shall pay the Principal damages relating to the equivalent value of the commodity, based on the quantity of Recyclables disposed based on a reasonable market rate for each commodity.

2.4. Waste Compaction and Capping

The active disposal face and filling will be managed and compacted to ensure the following conditions and their procedures are addressed:

- (i) cells are dewatered after rain events;
- (ii) Waste is not deposited into water; and
- (iii) large bulky items such as furniture are:
 - o thoroughly broken up before covering;
 - o not deposited in the final lift of each cell.

The Contractor shall aim to compact fill material to approximately 0.65 t/m³ (excluding cover material). The Principal reserves the right to survey the landfill to determine the average rate of compaction should there be concerns the Contractor is not meeting the compaction requirements. The standard compaction shall be measured by the tonnes of waste accepted (from weighbridge records) divisible by the change in airspace consumed in the landfilling area (from volumetric survey from the current and last period).

The Contractor shall notify the Principal as soon as a cell has been completed and requires final capping. The Principal may direct the Contractor to perform these Services, at Contractor's agreed rate in the Tender.

2.5. The Weighbridge Services

2.5.1. Principal's initial responsibility.

Unless the Principal directs the Contractor to perform the Weighbridge Services, the Principal remains responsible for the operation and maintenance of the Weighbridge. Unless and until the Principal directs the Contractor in writing to perform the Weighbridge Services, the Contractor must not perform the Weighbridge Services. A written notice given by the Principal under this clause may nominate a commencement date for the Contractor's performance of the Weighbridge Services, and if not, the Contractor must commence performance of the Weighbridge Services from the date of the notice given by the Principal.

2.5.2. Operation by the Contractor.

At any time during the Contract and its absolute discretion, the Principal may direct the Contractor to perform the Weighbridge Services.

In that case, and as part of the Weighbridge Services,

- a) The Principal will:
 - (i) provide a fit for purpose Weighbridge for recording vehicle weights of vehicles attending the Resource Recovery Facility to determine the weight of Materials received to the Resource Recovery Facility;

- (ii) supply and install the Weighbridge software and be responsible for licensing and software upgrades; and
 - (iii) provide the Contractor with access to the Weighbridge software
- b) The Contractor will:
- (i) obtain and check all relevant measurements and dimensions at the Resource Recovery Facility before proceeding with the Weighbridge Services;
 - (ii) ensure that the accuracy of the Weighbridge is independently checked and certified in accordance with the manuals and guidelines for weighbridges issued by the Australian Government National Measurement Institute;
 - (iii) maintain records of any calibration and accuracy checks of the Weighbridge. The Contractor will record the following information:
 - A. facility name/location;
 - B. date;
 - C. time in and time out;
 - D. transaction number;
 - E. Gross Vehicle Mass (GVM);
 - F. net weight;
 - G. type of waste; and
 - H. vehicle registration.
 - (iv) submit the recorded information to the Principal at the end of each reporting period; and
 - (v) perform the Weighbridge Services in accordance with the requirements of all Environmental Laws and Regulations.

The Principal may also, at any time after it has given a written notice under this clause to the Contractor to perform the Weighbridge Services and at its absolute discretion, direct the Contractor to cease the performance of the Weighbridge Services and the Contractor must cease performing the Weighbridge Services within the time stated in the notice, or immediately if no time is stated. The Contractor will have no Claim against the Principal in relation to such direction save for a claim for any payment for the Weighbridge Services performed by the Contractor up to the date of cessation stated in the notice which has not yet been claimed from the Principal.

The Contractor acknowledges that, during periods when it is performing the Weighbridge Services pursuant to this clause, it is the operator of the Resource Recovery Facility for the purposes of the *Waste Reduction and Recycling Act 2011* (Qld).

2.6. Hard-to-handle material

Hard-to-handle material, defined as material not typically stored in the Resource Recovery Facility, shall be identified and dealt with by the Contractor in accordance with the Contractor's Work Health and Safety Plan and Quality Plan.

2.7. Hazardous Materials / Special Approved Waste

The Contractor shall handle, arrange disposal by others and report on Special Approved Waste products as defined in the Site Development and Management Plan (SDMP). Prohibited waste as defined in the SDMP shall not be accepted at the Resource Recovery Facility. Principal may, at its discretion, add, remove change or redefine any or all of these classifications at any time.

The Contractor is to provide Special Waste Management Plans identifying operating procedures for contact with Special Approved Waste. Of particular note are:

- Asbestos Management Plan

The Contractor must have an Asbestos Management Plan reviewed and approved by Principal as part of their tender application before commencing Services at the Resource Recovery Facility. The plan must include safety requirements and procedures as detailed in the relevant asbestos regulations. It is the Contractor's responsibility to remove the material from the stockpile and arrange disposal by others of the material in accordance with the relevant legislation.

- Leachate and Stormwater Management Plan

The Contractor must have a Leachate and Stormwater Management Plan that addresses the requirements of the REMP and Environmental Permit for the Resource Recovery Facility before the commencement of any services. The Contractor is responsible for the maintenance of the bunding and stormwater systems at the Resource Recovery Facility as illustrated in Figure 3 of the REMP. Diversion structures are to be installed to ensure that stormwater is directed away from disposal areas. Disposal areas are to be covered with relatively impermeable material such as clay to minimise the likelihood of contaminated stormwater.

2.8. Deposition of waste in unclassified areas

The Contractor will ensure that the relevant waste is deposited in the correct areas as specified in the SDMP. Incorrect disposal of material will be resorted into the appropriate disposal area. The Contractor is to ensure there is no contamination in any stockpiles, and it is the Contractor's responsibility to relocate contaminated material to the designated area at the Resource Recovery Facility or organise for its removal from the Resource Recovery Facility.

2.9. Segregation of material

All contaminants, defined as any item that is not within an approved stockpile or designated waste area as per the Site Development and Management Plan, are to be removed to the appropriate areas. Payment for the sorting of all contaminants shall be included in the monthly rate specified by the Contractor. All contaminants requiring disposal shall be taken by the Contractor to the landfill face, or to a point designated by the Principal for disposal.

It is the responsibility of the Contractor to ensure contaminants have been removed prior to undertaking any processing, either by the Contractor or a third-party contractor engaged for green waste mulching or concrete crushing. Any consequent damage to the Contractor's equipment due to failure to correctly identify and remove contaminants is the Contractor's responsibility. Due care must be exercised at all times.

2.10. Scavenging material

The Contractor is not permitted to scavenge Material from the Resource Recovery Facility.

2.11. Fauna management

The Contractor is to provide a Fauna Management Plan in accordance with the requirements of the Site Environmental Permit and SDMP. The Resource Recovery Facility must remain appropriately fenced to restrict unauthorised access to the Resource Recovery Facility, as well as provide litter, stock and animal control. Activities will include covering of the Active Disposal Face within the stipulated timeframes and managing wind-blown litter material.

2.12. Prohibited items

The Contractor's employees, subcontractors, suppliers and any other persons connected with the activities of the Contractor and the associated Services are prohibited from bringing any of the following onto the Resource Recovery Facility:

- firearms;
- animals (including pets);
- children;
- drugs that are prohibited by law including marijuana;
- alcohol; and
- any unauthorised person.

2.13. Receipt and handling of monies

The Contractor must collect fees prior to the acceptance of Waste at the Resource Recovery Facility in accordance with the following:

- (i) Waste disposal fees must be levied at the rate determined by the Principal at the time.
- (ii) A cash float must be kept and maintained by the Contractor to ensure that adequate change is available to users of the Resource Recovery Facility.
- (iii) A receipt (or where required an appropriately completed tax invoice), which may be on Principal stationary, must be issued after users pay fees.
- (iv) A copy of the receipt must be provided to the user, and a copy kept at the Resource Recovery Facility.
- (v) All money received by the Contractor and a reconciliation of the cash collected against the receipts must be provided to the Principal at least once in each seven-day period.
- (vi) Any other procedure required by Principal for the receipt and handling of monies must be observed.

Where the Principal utilises or introduces any system where vouchers may be used by users of the Resource Recovery Facility, these vouchers must be received and dealt with by the Contractor in accordance with the Principal's procedures, similar to the receipt and handling of monies.

The Principal must provide and update the Contractor with its current fees and policies for the receipt and handling of monies.

2.14. Provision of electricity

At any time during the Contract and at its absolute discretion, the Principal may by written notice direct the Contractor to provide power to the Resource Recovery Facility (whether by generator or through a third-party, otherwise), including all equipment and infrastructure necessary for this provision.

If the Principal directs the Contractor to provide power to the Resource Recovery Facility, the Contractor must ensure that sufficient electricity is provided to the Site and RRA on a 24-hour-a-day, 7 day-a-week basis until such time as the Principal directs the Contractor to cease providing power to the Resource Recovery Facility.

Where the Principal has given written notice to the Contractor under this clause for the Contractor to provide power to the Resource Recovery Facility, and the Contractor has provided the power to the Resource Recovery Facility, the Contractor will be entitled to payment from the Principal for the power provided by the Contractor, at the agreed rate(s) stated in the Tender Response provided the Contractor claims payment in accordance with clause 24.

2.15. Provision of CCTV

At any time during the Contract and at its absolute discretion, the Principal may by written notice direct the Contractor to provide an appropriate closed circuit television surveillance system and cameras (CCTV) to adequately monitor activity at the Resource Recovery Facility, including all equipment and infrastructure necessary for this provision.

If the Principal directs the Contractor to provide a CCTV system for the Resource Recovery Facility, the Contractor must ensure that the CCTV system operates on a 24-hour-a-day, 7 day-a-week basis until such time as the Principal directs the Contractor to cease providing a CCTV system for the Resource Recovery Facility. The CCTV system implemented by the Contractor must cover at a minimum:

- (i) the tipping floor;
- (ii) all key areas within the operating plant;
- (iii) product storage;
- (iv) external areas; and
- (v) thermal cameras where appropriate for early fire detection.

The CCTV system must be able to store footage taken by all cameras in the system for at least 30 days.

The Contractor will be responsible for maintenance of all the CCTV cameras and network at the Site and must, if requested by the Principal, provide all things reasonably necessary to ensure the connectivity of the CCTV cameras into an integrated CCTV network operated by the Principal.

Where the Principal has given the written notice to the Contractor under this clause that the Contractor is to provide a CCTV system to the Resource Recovery Facility, and the Contractor has provided the required CCTV system, the Contractor will be entitled to payment from the Principal for the CCTV system provided by the Contractor, at the agreed rate(s) stated in the Tender Response provided the Contractor claims payment in accordance with clause 24.

3. Contractor to Inform Itself

The Contractor warrants that it has, and it will be deemed to have, done everything that would be expected of a prudent, competent and experienced contractor in assessing the risks (including but not limited to the nature of ground, services and amenities, in ground services, condition of the Resource Recovery Facility, and likely weather conditions) which it is assuming under the Contract; and ensuring that the Contract Price contains sufficient allowances to protect it against any of these risks eventuating.

The Principal has made available to the Contractor, before the date of acceptance of tender, certain data and documents for the Contractor's information only, which were obtained by the Principal for the purposes of the Services from investigations it carried out. The Principal does not warrant, guarantee or make any representation about the accuracy or adequacy of this information, data and documents made available to the Contractor. The Contractor acknowledges and agrees that it has, or had the opportunity to, make its own investigations into the documents provided by the Principal, and that it has relied on its own investigations.

The Contractor acknowledges that such information, data and documents do not form part of the Contract and to the extent permitted by any legislative requirement, the Principal will not be liable upon any Claim by the Contractor arising out of, or in any way in connection with, that information, data and documents.

4. Errors and Omissions to be Rectified

All work shall be done and completed in a thorough and workmanlike manner to the entire satisfaction of the Principal, notwithstanding any omission from the Specification or SDMP. It shall be the duty of the Contractor to call attention to apparent errors or omissions and request clarifying instruction from the Principal before proceeding with the work.

The Principal may by appropriate instructions correct errors and supply omissions, which instructions shall be as binding as though contained in the original Specification or SDMP.

5. Reviews

The Principal does not assume or owe any duty of care to the Contractor to review, or in reviewing the submissions by the Contractor for errors, omissions or compliance with the Contract.

No review of, comments upon, consent to or rejection of, or failure to review or comment upon or consent to or reject, any submissions prepared by the Contractor, or any other direction by the Principal by or on behalf of the Principal in relation to the submissions will:

- (i) relieve the Contractor from, or alter or affect, the Contractor's liabilities or responsibilities whether under the Contract or otherwise according to any legislative requirement; or
- (ii) prejudice the Principal's rights against the Contractor whether under the Contract or otherwise according to any legislative requirement.

6. Indemnification of the Principal

The Contractor indemnifies Principal for all liabilities that Principal incurs arising out of: -

- (i) a breach of this Contract by the Contractor;
- (ii) the negligence of the Contractor, its agents, employees, consultants or sub-contractors or any other person for whose acts or omissions the Consultant is vicariously liable; and
- (iii) a breach of Environmental Laws and Regulations.

Each indemnity in this agreement: -

- (i) is a continuing obligation;
- (ii) constitutes a separate and independent obligation of the party giving the indemnity from its other obligations under this Contract; and
- (iii) survives a termination of this Contract.

7. Precedence of Documentation

In the event of any inconsistency or contradiction between the documents comprising the Contract, the Contract documents shall be given following order of precedence, with the documents appearing earlier in the order of precedence taking priority over those appearing later in the order:

- (i) the Letter of Acceptance;
- (ii) Post Tender Correspondence;
- (iii) Specification;
- (iv) Special Conditions of Contract;
- (v) Amended General Conditions of Contract AS4920-2003, including Annexure;
- (vi) Covering letters, including (but not limited to) any letter accompanying the Request for Tender;
- (vii) Condition of Tendering;
- (viii) Tender Response
- (ix) Tender Specification
- (x) The Bill of Quantities; and
- (xi) any Notices to Tenderers, with more recent Notices taking precedence.
- (xii) (together "Contract Documents")

In the event that the aforesaid order of precedence of Contract Documents cannot be reasonably applied, or in the event that when that order of precedence is applied some doubt arises as to the resolution of any

differential matter or thing, as between any two or more of the said Documents, then the Principal shall be the sole arbiter as to which Contract Documents shall apply to that matter or thing.

8. Work by Others

The Contractor shall cooperate and liaise with other Contractors, if any, public authorities and the Principal and shall carry out the Services under the Contract so as to avoid interference with or disruption to or delay the work of other Contractors or Principal and shall promptly make good at his expense, all injury or damage or loss that may be incurred due to his act or omission.

The Contractor shall give the Principal timely notice of and keep the Principal informed on all matters involving coordination with other Contractors, with public authorities or other interested parties, and the Contractor shall cooperate with such persons for the proper execution of their work concurrently with his own.

9. Approvals and Permit

The Contractor shall obtain any approvals and permits necessary to perform this Contract.

Promptly give the Principal copies of all documents (including approvals and other notices) that any authority, body or organisation issues to the Contractor.

10. Possession of Resource Recovery Facility

Prior to commencement of any Services, a 2-hour pre-start meeting shall be organised with the Contractor, and appropriate subcontractors, by the Principal. An additional 3-hour meeting for the risk and safety review shall also take place. The pre-start and the risk and safety meetings are to be attended by the Principal and the Contractor, appropriate subcontractors and the Principal's Representative.

No Services at the Resource Recovery Facility will be permitted to commence until the following information has been submitted to the Principal for review and written advice from the Principal of non-rejection is received by the Contractor:

- (i) Evidence of required insurances including Workcover, public liability, professional indemnity insurance, motor vehicle, plant insurance, and
- (ii) The following plans:
 - Work Health and Safety Plan,
 - Traffic Management Plan;
 - Asbestos Management Plan;
 - Leachate and Stormwater Management Plan;
 - Environmental Management Plan;
 - Fire Management Plan;
 - Quality Plan including organisation chart and contact details;
 - Emergency and Disaster Plan; and
 - Safety Management Plan.

The Contractor will have been deemed to have made allowance for the above. The Contractor will not be granted any variation or EOT for providing the required information.

Exemption of any of any of the above requirements or acceptance of part plans relevant to upcoming Services will be at the discretion of the Principal.

11. Meeting and communication

Following the pre-start meeting and risk and safety meeting, the Principal, the Principal's Representative, the Contractor, and appropriate subcontractors, shall meet on a weekly basis (Weekly Meeting), at Principal's convenience. The purpose of the Weekly Meeting is to monitor the compliance by Contractor with its obligations under this Contract and direct the Contractor to rectify potential defects.

From three months after the commencement of the Contract, the Principal, the Principal's Representative, the Contractor, and appropriate subcontractors, shall meet at least on a quarterly basis for 2 hours, at Principal's convenience.

From 12 months after the Commencement Date, the Principal, the Principal's Representative, the Contractor and appropriate subcontractors shall meet at least on a quarterly basis for 2 hours at the Principal's convenience until the Expiry Date.

The Principal's Representative shall chair the meetings, record the minutes and circulate to attendees.

In addition, the Contractor shall inform the Principal promptly of any material adverse events that are, or may be in the future, hindering the performance of this Contract.

12. Work, Health and Safety ("WHS") Law

12.1. Compliance with WHS Laws

The Contractor shall comply with and ensure that its employees, subcontractors and their employees comply with all provisions of the Work, Health and Safety Laws.

The Contractor shall comply with any additional safety policies effected by the Principal applicable to the Resource Recovery Facility including the Principal's on-line induction for all employees. (Contractor to submit staff names minimum 48 hours in advance of when the staff are required to enter onto the Resource Recovery Facility)

The Contractor shall:

- (a) comply with all legislative requirements and other requirements of the Contract for work health and safety management including all subcontracts;
- (b) Ensure that all personnel attending the Resource Recovery Facility wear appropriate personal protective equipment (PPE). Safety vests and safety boots will be worn at all times at work sites. Additional personal protection equipment may be required, as directed by Principal's site representative.
- (c) notify the Principal immediately (and in any event within 12 hours of such matter arising) of all work health and safety matters arising out of, or in any way in connection with, the Contractor's Activities.
- (d) pay all penalties, costs and other monetary sums;

- (e) indemnify the Principal and agree to keep the Principal always indemnified against all costs, expenses, fines, losses, or damages, which the Principal may become liable to suffer or incur in respect of or arising directly or indirectly out of the failure by the Contractor to comply with its obligations pursuant to this clause, and
- (f) effect all insurances relating to work health and safety as required under the General Conditions of Contract.

12.2. WHS Plan

The Contractor shall prepare a "Work Health and Safety Plan" ("WHS Plan") as required by the Work and Safety Laws and defined under the accompanying regulations.

The WHS Plan shall include a site specific risk analysis for the contract Services to the Principal for approval, plus any risks novated to the Contractor in the provided documentation. Obtaining approval may involve interactive analysis of the risk assessment, works method and program with the Principal and the Principal's work health and safety officer. The Contractor shall supply a copy of WHS Plan for review as suitable by the Principal's Work Health and Safety officer. No Services shall commence on the Resource Recovery Facility until the Principal has received the Work Health and Safety Plan and that it is in order for work to commence.

The Principal may at any time request amendment of the WHS Plan. The Contractor shall forthwith amend the WHS Plan in accordance with the Principal's request or provide written justification as to why the WHS Plan should not be amended.

No request by the Principal to amend the WHS Plan shall absolve the Contractor from its obligations under this clause or affect the indemnity in clause 12.1(e).

All persons including the Contractor and any personnel employed or engaged by the Contractor may be subject to random drug and alcohol testing when carrying out Services at the Resource Recovery Facility.

12.3. Emergency and Disaster Plan

The Contractor must have an Emergency and Disaster Plan that includes step-by-step instructions to cover any emergencies or disasters that affect the Services.

The Contractor must make available to the Principal all vehicles for any purpose considered necessary by the Principal in the case of natural disasters or emergencies declared by the Principal's Representative.

The Principal will pay to the Contractor a reasonable price for vehicles used under this clause, having regard to the use to which the vehicles have been put, the proportion of the Contractor's fleet used, the period of the use and the effect of the use on the Contractor's ability to provide Services under this Contract.

The Contractor must make available to the Principal documentation to support claims for payment made under this clause.

12.4. Site Inductions

The Contractor, subcontractor(s) and any person with legitimate connection to work on the shall undertake the following inductions:

- Contractor's induction
- Principal online inductions (Principal to provide Links for staff at the Contractor's requests.)

The Contractor shall provide inductions free of charge to all personnel who enter the Resource Recovery Facility.

12.5. Safety Risk Management Workshop.

After the pre-start meeting, representatives from the Contractor, appropriate subcontractors, and Principal, the Principal's Representative shall attend a risk workshop. The workshop should take 3 hours. The Contractor will then update their WHS Plan to reflect any further findings from the workshop and submit it to the Principal for the Principal's records.

The Contractor shall submit their draft WHS Plan minimum 7 days prior to this meeting.

12.6. Traffic Management Plan

The Traffic Management plan (TMP) will involve plans for on-site vehicle movements. The Contractor will be required to provide a traffic management plan that satisfies the requirements of the SDMP. Access to the Resource Recovery Facility is via the 31 Ardurad Road, Blackwater, Queensland. Principal will be required to manage mud deposited on the road during wet weather.

Contractor's draft Traffic Management Plan shall be submitted a minimum of 5 working days before the commencement of Services.

The TMP shall include provision for local traffic, and in particular, to maintain access to all stockpiles and active landfill areas at the Resource Recovery Facility.

12.7. Emission Control

The Contractor shall make all practicable efforts to minimise the release of odour and visible contaminants, including but not limited to dust, smoke, fumes, aerosols and light during Services, unless authorised to do so. Machinery must be located in suitable positions and enclosed with appropriate insulating screens, if required. The Contractor shall provide appropriate, effective and sufficient dust suppression measures and systems using water from the designated retention ponds. Should the on-site water become insufficient for carrying out dust suppression, the Contractor will be required to source water to continue undertaking this task.

12.8. Fire Management Plan

The Contractor must develop a Fire Management Plan that sets out the key risks, mitigation and monitoring of fire risks at the Resource Recovery Facility and in relation to the RRA, RRA Building and RRA Site Infrastructure. The Fire Management Plan must address, but not be limited to:

- (i) a risk register of fire risks throughout the Resource Recovery Facility, the RRA, the RRA Building and RRA Site Infrastructure, risk rating, controls and potential controls that can be established;
- (ii) detection systems, monitoring and maintenance;
- (iii) firefighting systems including extinguishers, fire water supply and any fire suppressions systems;
- (iv) control systems for containment of fire water;
- (v) management of stockpiles, both incoming feedstock and baled materials;
- (vi) training personnel in fire response; and
- (vii) evacuation plans for workers, customers and visitors.

12.9. Facilities

The Contractor shall provide any statutory and necessary amenities and sanitary facilities for workers and other persons lawfully on the Resource Recovery Facility, and remove them on completion of Services. The proposed location of on-site facilities is to comply with the relevant Australian Standards and are to be submitted to the Principal for approval prior to commencement of the Services. The Contractor shall make all arrangements and pay all charges in connection therewith, for any temporary services that may be required for the execution of all Services under this contract.

12.10. Adverse weather conditions

If the Contractor considers that the Resource Recovery Facility is or will be affected by adverse weather conditions that is preventing or will prevent the proper operation of the Resource Recovery Facility, the Contractor shall not interrupt the operation the operation of the Resource Recovery Facility without the Principal's prior approval in writing.

The Contractor, upon becoming aware of adverse weather conditions while performing the Services, shall immediately, and where possible before the adverse weather conditions occur, 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:

- (i) the adverse weather conditions encountered or to be encountered;
- (ii) the period of time, the Principal deems necessary for the Resource Recovery Facility to be closed;
- (iii) other details reasonably required by the Principal.

At its fullest discretion, the Principal notifies the Contractor if it is allowed to close the Resource Recovery Facility and the duration of the allowed closure.

The Contractor is not entitled to any payment for additional work, resources, time and costs relating to adverse weather conditions.

13. Vehicles and other plant and equipment

The Contractor will provide all appropriate vehicles, plant, equipment and machinery suitable and capable of undertaking all tasks, including operation of the tip face in accordance with the SDMP.

The Contractor shall ensure that no motor vehicles leave the Resource Recovery Facility laden with any material unless it is loaded in a manner that will prevent the discharge or dropping of any of the material.

The Contractor shall ensure that the wheels, tracks and body of all plant leaving the Resource Recovery Facility are free of mud and debris. Subcontractors or suppliers shall use the cleaning facilities on site provided by the Contractor to remove such material from their vehicle before leaving the Resource Recovery Facility.

The Contractor must ensure that the nominated routes at the Resource Recovery Facility to different stockpiles are cleaned regularly at weekly intervals or as required to the satisfaction of the Principal's Representative.

The Contractor must provide:

- (i) each of the vehicles and items of equipment listed in Part 3 – Tender Response (unless the Principal's Representative agrees in writing to the substitution of vehicles and items of equipment which the Contractor can demonstrate are equivalent to or better than those listed),
- (ii) all vehicles or items of equipment needed to perform the Services. General earthmoving equipment is not suitable – equipment must be specifically for landfill operation and
- (iii) such additional vehicles and items of equipment considered reasonably necessary by the Principal's Representative.

All vehicles and items of equipment supplied by the Contractor must be:

- (i) of a size and type suitable for each of the Services to be performed under this Contract, and
- (ii) purpose made for waste disposal – general earthmoving equipment (particularly compactors) may not be suitable, and
- (iii) of a standard or age approved by the Principal's Representative.

The Contractor must replace vehicles and items of equipment which become unserviceable or unsafe with approved vehicles or items of equipment. The Contractor must have spare vehicles and plant equipment available at short notice within twenty-four (24) hours for operations in case any usually operating vehicles or plant break down or cannot be used for any reason.

Where the Principal's Representative, acting reasonably, notifies the Contractor in writing that a particular vehicle or item of equipment is not considered serviceable or safe:

- (i) the Contractor must, within seven (7) days, show cause why the vehicle or item of equipment should not be replaced, and
- (ii) within seven (7) days, replace the vehicle or item of equipment, if the Principal's Representative is not satisfied with the cause shown.

The Contractor must ensure that all vehicles and items of equipment used to perform Services:

- (i) comply with the requirements of any legislative requirement;
- (ii) are, where applicable, properly licensed in accordance with the Environmental Laws.
- (iii) if applicable, are fitted with rollover protective structures complying with AS2294 (or such other relevant Australian Standard) fitted as required by the Work Health and Safety Act 2011, together with seat belts complying with AS2664 (or such other relevant Australian Standard)
- (iv) comply with all design rules and manufacturer's standards relating to emissions including exhaust and noise emissions, and

- (v) are fitted with such silencers or other devices to attenuate noise, where the Principal's Representative is of the opinion that they are not sufficiently quiet.

The Contractor must maintain and repair all vehicles or items of equipment used to provide Services. Maintenance must be performed on a regular basis so as to keep vehicles and items of equipment in good working order (and roadworthy where applicable) at all times, in accordance with any applicable Australian Standards or manufacturer's specifications, and to keep paint work on vehicles in a good condition at all times to the satisfaction of the Principal's Representative.

Repairs must be carried out as soon as practicable after damage to the vehicle or items of equipment. Any damaged areas on the vehicle or items of equipment must be repainted to the satisfaction of the Principal's Representative as soon as repairs are completed.

The Contractor must ensure that vehicles and items of equipment used to provide Services are kept in a clean state and free of foreign matter as far as is practicable, having regard to the function performed by the vehicle or item of equipment. The Contractor is responsible for the disposal of wash down waters in accordance with the relevant legislation in force at the time.

All vehicles and items of equipment used in the performance of Services must be fitted with communication devices as directed by the Principal's Representative, such as to be available at all times to be contactable by the Principal's Representative.

The Contractor must not allow any person other than its employees, subcontractors, Principal Officers or any person authorised by Principal to travel or be at any time upon any of the vehicles or items of equipment engaged in the performance of Services under this Contract.

14. Environmental Management and Compliance

14.1. Environmental compliance

The Contractor will facilitate and co-operate with third parties responsible for implementing Principal's Receiving Environmental Monitoring Plan (REMP) as well as adhere to the Environmental Permit conditions relevant to the Resource Recovery Facility.

Without limiting any other provision of this Contract, the Contractor must in performing the Services:

- (i) comply with all legislative requirements, including Environmental Laws and Regulation, CHRC Documentation and other requirements of this Contract for the protection of the Environment. Compliance includes, but is not limited to seeking, holding and maintaining all environmental licences necessary to complete the Services;
- (ii) operate within an ISO 14001 certified environmental management system incorporated into the Environmental Management Plan which addresses all the requirements of the environmental authority conditions;
- (iii) undertake the Contractor's Activities in a manner so as to avoid environmental harm and unlawful pollution of the Resource Recovery Facility and its surroundings (including groundwater, waterways, air, flora, fauna and biota);

- (iv) demonstrate to the Principal whenever required that all legislative requirements and other requirements of this Contract for the protection of the environment have been met;
- (v) allow the Principal (and its nominees) and any government agency access to the Resource Recovery Facility for environmental monitoring, verification and audits;
- (vi) conduct the Contractor's Activities and operations in compliance with the environmental approvals, licences and permits (including the Environmental Permit) that are relevant to the Services held by or on behalf of the Principal or the Contractor;
- (vii) not burn any waste material;
- (viii) not deposit any waste beyond the boundaries of the landfill units;
- (ix) not bring on to, or produce on, the Resource Recovery Facility any contaminants, or otherwise cause contamination;
- (x) make good any contamination caused by the contract Services, whether or not it has complied with all legislative requirements or other requirements of this Contract for the protection of the Environment;
- (xi) notify the Principal immediately of any direction, order or requirement being imposed on it by any agency responsible for administering Environmental Laws and Regulations in respect of the Contractor's Activities; and
- (xii) provide, when requested by the Principal, information about, and verification of, the environmental systems being utilised by the Contractor, including practices specific to the Resource Recovery Facility, policies and procedures and how compliance with its environmental obligations is audited and monitored.

The Contractor is responsible for, and must make good, any damage to the environment caused by the performance of the Contractor's Activities (including any unlawful pollution at the Resource Recovery Facility or its surroundings) which is not expressly permitted under the Contract. The Contractor must comply with all directions of the Principal and/or environmental authority in respect of the cleaning up that damage or pollution.

The Contractor indemnifies and holds harmless the Principal for the full extent permitted by any legislative requirement against:

- (a) any liability to, or claim by, a third party; and
- (b) all losses suffered or incurred by the Principal,

arising out of or in connection with any contamination the Contractor responsible for or the Contractor's breach of this clause.

The Contractor acknowledges that it is aware of the environmental authorities and other approvals obtained by Principal (including the Environmental Permit) and that:

- (i) the Principal has provided copies of the environmental authorities and other approvals relating to the Contractor's Activities which have been obtained by the Principal;
- (ii) the terms and conditions of the environmental authorities and other approvals have been read and understood by the Contractor and the Contractor agrees to be bound by them in full and undertake the Contractor's Activities in accordance with the environmental authorities and other approvals;

- (iii) environmental Authorities will apply to the Contractor's Activities undertaken at the Resource Recovery Facility and that the Contractor's obligations in this Contract must be read subject to the requirements set out in the applicable environmental authorities; and
- (iv) subject to the Contractor's obligations under any legislative requirement, the Principal is responsible for all communication with the environmental authority on all matters relating to the environmental authorities, other approvals and incident reporting and investigations.

The Principal will notify the Contractor of any material changes made to the approvals on or after the Commencement Date and the Contractor must comply with any changes made to the approvals notified by the Principal

14.2. Environmental Management Plan (EMP)

The Contractor shall prepare and submit to the Principal prior to the Services commencing, an Environmental Management Plan (EMP) to cover all Services at the Resource Recovery Facility that encompasses all clauses and regulations in the Receiving Environmental Monitoring Plan (REMP) and Environmental Permit to cover all service provisions.

The EMP shall be the Contractor's plan of management to ensure all Services 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.

A hold point shall occur and no Services shall proceed at the Resource Recovery Facility until the complete EMP has been submitted, and approval to proceed has been received from the Principal.

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 Environmental Laws and Regulations.

The current relevant Australian Standards, legislative requirements and other relevant documents shall be taken into account in the preparation of the EMP.

The EMP shall comply fully with guidelines produced by the Department of Environment and Science and be complimentary to the Environmental Permit. The Contractor's Environmental Management Plan will address measures relating to the Contractor's Activities required to undertake the project. Issues to be addressed include (but are not limited to) the following:

- noise and vibration;
- dust;
- fire breaks;
- storage of fuel and other hazardous goods;
- fuelling and maintenance of vehicles and equipment;
- handling of special waste (including asbestos);
- handling storage and disposal of waste (including fuel, oil, chemicals, points and sewage); and
- handling and reporting environmental incidents.

The Contractor is required to report any environmental incidents to the Principal within twenty-four (24) hours after learning about them. The Contractor must within three (3) days of any such incident provide an incident report form giving complete details of the incident to the Principal. A report, including results of the

investigations into the causes, and any recommendations or strategies identified for the preventions in the future is required within seven (7) days of becoming submission of the incident report form.

The Contractor is responsible for minimising contaminated waste in stockpiles and dispersed litter from circulating throughout the Resource Recovery Facility or entering adjacent sites. Special and prohibited waste is to be handled as per the individual requirements stated in the SDMP.

Erosion and sediment control structures are required to be maintained and repaired as required following major rain events. Payment for undertaking erosion and sediment control shall be deemed to be included in the tendered monthly operating cost. The Contractor shall also consider the haulage of covering material and the likelihood of trucks tracking mud onto public roads. Suitable devices shall be provided at the entrance to the Resource Recovery Facility to remove mud from tyres. Any mud or dirt tracked shall immediately be removed by the Contractor at the Contractor's expense.

The Contractor shall indemnify the Principal and agree to keep and hold the Principal always indemnified and harmless against all costs, expenses, fines, losses, or damages, which the Principal may become liable to suffer or incur in respect of or arising directly or indirectly out of the failure by the Contractor to comply with its obligations pursuant to this clause 14.

15. Quality

15.1. Quality records

The Contractor's quality system shall include sufficient records to provide objective evidence that the requirements of the Contract are met. This shall include subcontractors' and suppliers' records relevant to this Contract.

The Contractor shall, when requested by the Principal's Representative, provide access to all quality records relevant to the Contractor's quality system under this Contract.

Within 28 days of the Expiry Date, the Contractor shall forward a complete and bound clean copy of at least the following records to the Principal's Representative.

- (i) all conformance and non-conformance reports;
- (ii) all reports, measurements and observations;
- (iii) the original Quality Plan and any changes made to the Contractor's quality system.

Records shall be maintained by the Contractor for the duration of the Contract.

15.2. Reporting

The Contractor shall provide the Principal with both monthly and quarterly reporting. Monthly reporting will include information provided to support payment claims for operation of the landfill. Quarterly reporting will detail more specific site information including operations, safety incidents, environmental management as well as disposal rates.

15.3. Reporting requirements

The Contractor is to ensure that the SDMP, REMP, Environmental Permit and other relevant Principal plans and Contractor documents are kept at the Resource Recovery Facility in a hard copy format. The Contractor is required to keep records of the following information:

- (i) copies of the Contractor's operating procedures for the Resource Recovery Facility;

- (ii) waste composition and tonnages;
- (iii) filling progress, airspace consumed, survey data, compaction rate achieved, estimated cover material consumed;
- (iv) details of staff working at the Resource Recovery Facility;
- (v) staff attendance records;
- (vi) details of staff training undertaking and planned;
- (vii) registration papers for plant and equipment and maintenance records;
- (viii) regulated/trackable Waste records (where applicable);
- (ix) copies of all regular reports provided to the Principal;
- (x) copy of the award(s) or agreement(s) under which staff are paid; and
- (xi) any other documentation specified by Principal's Representative.

15.4. Contractor conduct

The Contractor shall maintain an appropriate level of discourse towards the public, Principal staff and Government inspectors.

15.5. Complaints and enquiries

The Contractor shall notify the Principal promptly of any complaints received as soon as possible following the complaint. Principal may inform the Contractor of any complaints it receives as deemed necessary and follow directions as required. Details on the relevant Principal contacts, procedures and conditions regarding complaints must be handled by the Contractor. The Contractor shall maintain a register of complaints and any significant enquiries from the public.

15.6. Non-conformance reports

The Contractor shall submit a non-conformance report to the Principal's Representative within 24 hours of detecting non-conforming Services. The Contractor's non-conformance report shall clearly detail but not be limited to the following items:

- (i) the nature and extent of the non-conformance;
- (ii) the work lot or work item number it relates to including the precise boundaries of the nonconforming work;
- (iii) any relevant information, data, test results and/or measurements (as applicable);
- (iv) the corrective and preventive actions the Contractor proposes to take; and
- (v) the time frame within which the non-conformance will be rectified.
- (vi) The method of isolating/identifying nonconforming work, applying and releasing hold points, shall be clearly stated in the Quality Plan.

The proposed corrective action shall be subject to approval by the Principal's Representative.

16. Operating Days and Hours

Unless described elsewhere in the Contract Documents, working days and hours shall be taken as Monday to Sunday inclusive between the hours of 8.00 a.m. and 5.00 p.m. (including public holidays). These shall be the "Standard Days and Hours" for the purposes of the Contract. No Services shall be performed by the Contractor on Christmas Day or Good Friday, and the Resource Recovery Facility shall be closed on those days.

The Principal may approve the execution of Services outside the Standard Days and Hours if the Principal considers that it will not cause undue interference, disturbance or other nuisance to other landholders in the vicinity of the Resource Recovery Facility.

The Principal may recover all costs properly incurred by the Principal in respect of providing any necessary supervision of Resource Recovery Facility operations undertaken outside the Standard Days and Hours as a debt due from the Contractor. However, no such cost shall be recoverable from the Contractor where:

- (i) working outside the Standard Days and Hours is specifically provided for elsewhere in the Contract; or
- (ii) working outside the Standard Days and Hours (for the relevant Services) has been approved by the Principal prior to commencement of the relevant Services; or
- (iii) the relevant Services are of an emergent nature, for safety of the public or protection of the Resource Recovery Facility, resulting from an event beyond the control of the Contractor.

The Contractor must ensure that the Resource Recovery Facility is staffed by a minimum of two (2) personnel at any one time during Standard Days and Hours. The Principal is to be notified immediately if a staff member cannot attend and no viable replacement can be sourced.

17. Insurance

In addition to the Insurance prescribed in the General Conditions of Contract, the Contractor must effect and maintain or otherwise have the benefit of a

- (i) **Professional Indemnity Insurance policy**,
 - a) which covers the legal liability resulting from any act or omission arising out of the breach of professional duties of the Contractor concerning the Contractor's activities and must be extended to include the liability of the Contractor arising out of the breach of professional duties of all persons engaged by the Contractor concerning the Contractor's activities, including all Subcontractors providing professional advice or services; and
 - b) for a limit not less than to an amount of not less than ten million dollars (\$10,000,000).
- (ii) **Workers Compensation and Employers Liability Insurance**: covering all Claims and Liabilities in respect of any legislative requirement for the death of or injury to any person employed or deemed to be employed by the Contractor or Subcontractor on or in connection with the Contractor's Activities.

These policies shall be in the joint name of the Contractor and Principal.

18. Notice of Inspection

The Principal shall always have the right to inspect the Resource Recovery Facility and shall give the Contractor not less than twenty-four (24) hours' notice of its intention to undertake an inspection.

19. Key Performance Indicators (KPIs)

19.1. KPIs

KPIs for this Contract are:

- (i) That the Services are performed in such a way that promotes the health, safety and welfare of all persons engaged in or affected by the Services in accordance with Schedule 12 of the Special Conditions of Contract.
- (ii) The equipment, machinery and processing is operated in a way that meets emissions standards for the Resource Recovery Facility as indicated in the Environmental Permit.
- (iii) The Contractor has reduced noise and dust to within acceptable levels within the requirements of the Environmental permit and relevant legislative requirements.
- (iv) The Contractor co-ordinated the performance of the Services with no disruptions to the services provided by other contractors engaged by Principal.
- (v) The Contractor has been co-operative in allowing all audits of the Services.
- (vi) No contamination in stockpiled material.
- (vii) Compliance with Environmental Permit and SDMP.
- (viii) Fulfil Principal's obligations under legislative requirements relating to provision of Waste and Resource Recovery Facility services as per the Environmental Permit and SDMP.
- (ix) The reports and information provided by the Contractor are accurate.
- (x) The Contractor's Representative has been contactable, followed directions given by Principal, co-ordinated reporting and made appropriate decisions as necessary within the guidelines of the Contract.
- (xi) All damage caused by the Contractor has been rectified by the Contractor.
- (xii) The Contractor has addressed all complaints in a satisfactory manner.
- (xiii) The Contractor follows all directions issued by Principal.
- (xiv) Operation of the tip face as per the SDMP, including pushing up and compacting deposited Waste and daily covering of the active disposal face.
- (xv) Invoices forwarded to Principal are correct.

Three months prior to the end of the first year of the Contract, Principal will undertake an audit of the operations with respect to the KPIs agreed at the start of the Contract.

19.2. Change to KPIs

The Principal's Representative may, not more than each six (6) months as from the Commencement Date, review and amend the key performance indicators, including by creating new indicators or benchmarks.

20. Exit Strategy

20.1. Exit prior to expiry of contract

If the Principal does not provide a notice to extend the Initial Term to the Contractor, the Contractor must, not less than three (3) months prior to ending of the Term, provide the Principal with a draft transition plan for the continued operation of the Resource Recovery Facility from the Contractor to the Principal or the third party nominated by the Principal. Within the stipulated three (3) months to the expiry of the Contract, the Contractor shall:

- (i) Facilitate the transfer of any information, documentation and provide all reasonable and necessary advice or assistance, including any training necessary for the transfer of these systems that ensures the uninterrupted continuation of services.
- (ii) Provide the Principal with the relevant documentation required to continue providing the Services.
- (iii) Afford any additional subcontractors used by the Contractor the opportunity to discuss with Principal the ability to enter agreements with terms and conditions no less favourable than existing agreements with the Contractor.

20.2. Exit after expiry of contract

Should the Contract expire or be terminated by either party for any reason, the Contractor may be required to undertake the following "Exit After Expiry":

- (i) Continue to provide the Services for a time up to three (3) months following the expiration or termination of the Contract (on a paid basis, at the same rates as are applicable to the performance of the Services at the Expiry Date).
- (ii) Assist and provide all reasonable co-operation with Principal where requested.
- (iii) Undertake all reasonable requests issued by Principal in regard to documentation, instrumentation, do acts and things and execute deeds.
- (iv) Collaborating with Principal to achieve a plan that facilitates the continued provision of services for the facility.

21. Publicity

The work under the contract is a confidential matter between the Principal and the Contractor. The Contractor shall not make any media release or other public statement without written approval from the Principal.

22. Information Privacy Act 2009

If the Contractor collects or has access to Personal Information (as that term is defined in the Information Privacy Act 2009) pursuant to the Contract, the Contractor must:

- (i) comply with Parts 1 and 3 of Chapter 2 of the Information Privacy Act 2009 in relation to the discharge of its obligations under the Contract, as if the Contractor was the Principal and Principal under the Contract;
- (ii) not use Personal Information other than for the purposes of the Contract, unless required or authorised by any legislative requirement;
- (iii) not disclose Personal Information without the prior written consent of the Principal, unless required or authorised by any legislative requirement;
- (iv) not transfer Personal Information outside of Australia without the prior written consent of the Principal;
- (v) ensure that access to Personal Information is restricted to those of its employees and officers who require access in order to perform their duties;
- (vi) ensure that its employees and officers do not access, use or disclose Personal Information other than in the performance of their duties;
- (vii) ensure that its sub-contractors who have access to Personal Information comply with obligations the same as those imposed on the Contractor under this clause;
- (viii) fully co-operate with the Principal to enable the Principal to respond to applications for access to, or amendment of a document containing an individual's Personal Information and to privacy complaints;
- (ix) comply with such other privacy and security measures as the Principal reasonably advises the Contractor in writing from time to time; and
- (x) on request by the Principal, the Contractor must obtain from its employees, officers or sub-contractors engaged for the purposes of the Contract, an executed deed of privacy in a form acceptable to the Principal.

The Contractor must immediately notify the Principal on becoming aware of any breach of clause above.

This clause will survive the termination or expiry of the Contract.

23. Tax Invoices

A party making a taxable supply must issue to the other a tax invoice or adjustment note (as the case may require) within 5 business days after each of the following occurring in relation to that taxable supply:

- (i) the party submitting a claim for payment;
- (ii) the Principal certifying an amount for payment different to the amount claimed;
- (iii) the amount for payment being otherwise determined to be different to the amount claimed or (if applicable) certified.

For the purpose of GST Law upon the occurrence of each of the events specified in paragraph (i), (ii) or (iii) of this clause, the Principal shall be taken to have requested the Contractor to provide to the Principal the tax invoice or adjustment note referred to in paragraph (a) of this clause.

Until the Principal notifies the Contractor otherwise, the Principal is authorised to receive from the contractor tax invoices or adjustment notes on the Principal's behalf.

24. Payment

24.1. Payment Claims

Subject to Principal's right of Set-off the Contractor must give the Principal claims for payment on account of all amounts then payable by the Principal to the Contractor under the Contract.

The claim shall contain a summary of all claims made by the Contractor and set out or attach sufficient details, calculations, supporting documentation and other information in respect of all amounts claimed by the Contractor.

- (i) to enable the Principal to fully and accurately determine (without needing to refer to any other documentation or information) the amounts then payable by the Principal; and
- (ii) including any such documentation or information which the Principal may by written notice from time to time require the contractor to set out or attach, whether in relation to a specific payment claim or all payment claims generally.

24.2. Conditions Precedent

The Contractor's entitlement to submit a payment claim is conditional upon the Contractor having:-

- (i) provided the Principal with security under the General Conditions of Contract;
- (ii) obtained the insurance required and (if requested) provided evidence of this to the Principal;
- (iii) complied with its programming obligations;
- (iv) provided a statutory declaration declaring all workers and subcontractors have been paid all monies due and payable to them up to the date of the submission; and
- (v) provided a tax invoice.

If the Contractor has not satisfied the conditions precedent at the time of submitting a payment claim, then;

- (i) the payment claim may be deemed to have been invalidly submitted.
- (ii) the Principal will not be obliged to include in any payment schedule any amount included in the payment claim; and
- (iii) the Principal will not be liable to pay any amount included in the payment claim.

If the Contractor submits a payment claim, and has failed to submit sufficient supporting information in relation to any amount (or portion of any amount) claimed in the Payment Claim then:

- (i) the Contractor will not be entitled to payment of;
- (ii) the Principal will not be obliged to include in any payment schedule; and
- (iii) the Principal will not be liable to pay,

the amount (or the portion of the amount) claimed in the payment claim in relation to which the Contractor has failed to submit sufficient supporting information, unless

- (i) the Principal (in its absolute discretion and without being under any obligation to exercise this discretion for the benefit of the Contractor) issues a written notice to the Contractor identifying the documentation or information which the Contractor has failed to provide; and
- (ii) The Contractor provides that documentation or information to the Principal within the time required in the Principal's notice.

24.3. Payment Schedule

The Principal:

- (i) must, within 15 business days of receiving a payment claim;
- (ii) may, if the Contractor fails to submit any such claim, at any time,

give the Contractor a payment schedule which states:

- (i) the payment claim to which it relates (if any);
- (ii) the value of work carried out for the time period to which it refers;
- (iii) the time period to which the claim refers;
- (iv) the amount already paid to the Contractor; and
- (v) the amount (if any) which the Principal believes to be then payable to the Contractor on account of all amounts payable in accordance with the Contract and which the Principal proposes to pay to the Contractor.

If the amount is less than the amount claimed in the payment claim, then state the reason why the amount is less than the amount claimed in the payment claim. If the Contractor agrees with the payment schedule amount a tax invoice adjustment note shall be issued the following business day.

Any evaluation or issue of a payment schedule by the Principal or payment will not:

- (i) constitute approval of any work nor will it be taken as an admission or evidence that the part off the Works covered by the payment schedule has been satisfactorily carried out in accordance with the Contract; or
- (ii) constitute waiver of the requirement of conditions precedent and that sufficient supporting information has been provided.
- (iii) constitute an admission of liability

24.4. Payment on account

Any payment of moneys is not:

- (i) evidence of the value of work or that work has been satisfactorily carried out in accordance with the Contract;
- (ii) an admission of liability; or
- (iii) approval by the Principal or the Principal of the Contractor's performance or compliance with the Contract, but is only to be taken as payment on account.

24.5. Payment of Workers and Subcontractors

A statutory declaration shall be submitted with each progress claim declaring all workers and subcontractors have been paid all monies due and payable to them up to the date of the submission. The Principal shall withhold payment of monies due to the Contractor until the Statutory Declaration is received.

25. Goods and Services Tax

The Contract Sum shall include GST. All claims made pursuant to the Contract shall clearly identify the total amount of the claim and the amount of GST included in the total.

Upon receipt of the relevant payment certificate, the Contractor shall issue a Tax Invoice directly to the Principal corresponding to the amount certified in the payment certificate.

26. Severability of Provisions

If it is shown that a particular provision of the Contract is void, voidable or illegal, or of the Contract would be void, voidable or illegal or unenforceable unless a particular provision was removed, then that provision shall be removed from the Contract without affecting the validity, legality and enforceability of the remainder of the Contract which shall then be read and take effect as if that provision was not included.

This clause does not apply if and to the extent that its operation would have the effect of materially changing the commercial substance or effect of the contract.

Appendix A - Forms

Approved Form of Unconditional Undertaking

Statutory Declaration by Contractor

APPROVED FORM OF UNCONDITIONAL UNDERTAKING

At the request of ('the *Contractor*') and in consideration of ('the *Principal*') accepting this undertaking in respect of the *Contract* for

..... ('the *financial institution*') unconditionally undertakes to pay on demand any sum or sums which may from time to time be demanded by the *Principal* to a maximum aggregate sum of

..... (\$

The undertaking is to continue until notification has been received from the *Principal* that the sum is no longer required by the *Principal* or until this undertaking is returned to the *financial institution* or until payment to the *Principal* by the *financial institution* of the whole of the sum or such part as the *Principal* may require.

Should the *financial institution* be notified in writing, purporting to be signed by for and on behalf of the *Principal* that the *Principal* desires payment to be made of the whole or any part or parts of the sum, it is unconditionally agreed that the *financial institution* will make payment or payments to the *Principal* forthwith without reference to the *Contractor* and notwithstanding any notice given by the *Contractor* not pay same.

Provided always that the *financial institution* may at any time without being required so to do pay to the *Principal* the sum of

..... (\$

less any amount or amounts it may previously have paid under this undertaking or such lesser sum as may be required and specified by the *Principal* and thereupon the liability of the *financial institution* hereunder shall immediately cease.

Dated at this day of 20.....

STATUTORY DECLARATION BY CONTRACTOR

Oaths Act 1867

To Wit

1, of do solemnly and sincerely declare that, in relation to the Contract between "the Principal" and "the Contractor" for construction of Contract No. (the Contract).

- 1. I hold the position of
I am in a position to know the facts contained herein and to bind the Contractor by the terms of this declaration, and I am duly authorised by the Contractor to make this declaration on its/his behalf.
- 2. All the Contractor's workers who at any time have been engaged on work under the Contract by the Contractor have been paid in full all moneys due and payable to them up to the date of submission by the contractor of Progress Claim No.
- 3. All Subcontractors, Suppliers and Consultants of the Contractor have been paid all that is due and payable to them up to the date of submission by the Contractor of Progress Claim No. in respect of their part of the work under the Contract.

And I make this solemn declaration conscientiously believing the same to be true.

.....
(Signed)

TAKEN AND DECLARED before me

(name in full)

.....

at

in the State of

this

day of 20.....

.....
A Justice of the Peace