

Request for Tenders

Project name	Merrimac Station Project
Description of package	Design and Construction of Merrimac Station
Request for Tender No.	1234

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Conditions of Tendering

Tender Details

Item	Description	Variable Information
Item 1	Project	Merrimac Station Project
Item 2		
Item 3	Date for Tender	1/03/2023
Item 4	Closing Time	March 2023 pm
Item 5	Tender Validity Period	calendar days after the Date for Tender.
Item 6	Site Office	Street Address Entry Drive, Merrimac QLD 4226 Postal Address Level 1
Item 7	Contractor's Representative	Ian Hollingsworth Ian.hollingsworth@fultonhogan.com 07 3621 6500
Item 8	Method and address for submission of Tender	The Tender must be addressed to: The Contractor's Representative and be delivered by all methods ticked: ☒ Electronically to the email address stated in Item 7. ☐ Prepaid Post to the Site Office postal address, including: (i) Insert number of hard copies hard copies; and (ii) Insert number of electronic copies electronic copies; and ☐ Hand delivery to the Site Office street address, including: (i) Insert number of hard copies hard copies; and (ii) Insert number of electronic copies electronic copies.
Item 9	Format of Tenders	Hard copy documents must be no larger than N/A – hardcopy not required. Tender submission via Felix. Electronically copies must be in Microsoft office and/or PDF file types and submitted via Felix.
Item 10	Minimum content of Tenders	The Tender (including all attachments, schedules and supporting documents) must be in writing and in English. All measurements must be expressed in Australian legal units of measurement unless otherwise specified. The Tender must include a PDF copy of the Tenderer's Deed Poll in the form of Schedule 4 duly signed by the Tenderer.
Item 11	Briefing	A briefing: ☒ will not be conducted.

Item	Description	Variable Information
		☐ will be conducted at the Site Office street address commencing at 8 am on 1/07/2023. If a briefing is conducted, the following paragraphs apply. No more than 10 representatives of the Tenderer may attend the briefing. The Tenderer must ensure its representatives sign the attendance record. The Tenderer must advise the Contractor's Representative by email by 20/04/2023: (a) whether it will attend the briefing; and (b) if so, who will attend for the Tenderer.
Item 12	Principal	Cross River Rail Delivery Authority ABN 21 542 690 798
Item 13	Head Contract	The contract under which the Principal engaged the Contractor to carry out work in connection with the Project, dated on or about 21/07/2023.
Item 14	Principal Contractor	The Contractor: ☒ is the Principal Contractor for the Project; ☐ is not the Principal Contractor for the Project, and the Principal Contractor is: Name: Fulton Hogan Construction ABN: 46 010 758 Address: Garden City Office Park, Building 8, 2404 Logan Road, Eight Mile Plains Email: ian.hollingsworth@fultonhogan.com.au Representative's mobile: 07 3621 6500 or such other person as notified by the Contractor from time to time.
Item 15	Site	Refer to Schedule 1 – Site Location.
Item 16	Tender Criteria	Priced evaluation and non-priced subcontractor / supplier capability assessment. Refer to Schedule 6 Returnable Schedules.
Item 17	Not used.	.Not used.
Item 18	State/Territory code or guidelines apply	☒ Yes / ☐ No If State/Territory code or guidelines apply, the Tenderer must complete and submit all forms required by the relevant code and guidelines and any other documents the Contractor may require in connection with compliance with the code and guidelines.
Item 19	Governing Law and Jurisdiction	☐ Australian Capital Territory ☐ New South Wales ☐ Northern Territory

Item	Description	Variable Information
		☒ Queensland ☐ South Australia ☐ Tasmania ☐ Victoria ☐ Western Australia

1. Definitions and interpretation

1.1 Definitions

Unless the context otherwise requires:

- Business Day** means a day defined as a business day in the relevant Security of Payment Law, or if that Law does not define business days, any day that is not:
- (a) a Saturday, Sunday or any other day which is a public holiday at the Site; or
 - (b) 27, 28, 29, 30 or 31 December;
 - (c) a day that is wholly or partly observed as a public or statutory holiday in the State or Territory in which the Site is located.
- Claim** means any request, demand or entitlement in relation to, arising out of or in connection with this Request for Tender for payment, costs, loss, damages, liabilities, expenses or other amounts of any kind, including in tort, for breach of contract or quasi contract, misrepresentation and damages under any statute, unjust enrichment, quantum meruit, restitution or under any other Law;
- Confidential Information** means:
- (a) such parts of the Tender as contain the Tenderer's proposed price and, to the extent the information differs from industry standards, work methods;
 - (b) this Request for Tender, the Head Contract and all other information of a confidential character whether written or oral which is given to or obtained or learned by the Tenderer for the purpose of or in connection with this Request for Tender or the Project including information about business, operations, customers, products, marketing strategies, future development plans, technical information, intellectual property, survey results, pricing information, marketing information and commercial information of any other nature relating to or developed in connection with the business of the Contractor or the Principal.
- Contractor** means
- ☒ FULTON HOGAN CONSTRUCTION PTY LTD ABN 46 010 240 758
 - ☐ FULTON HOGAN INDUSTRIES PTY LTD ABN 54 000 538 689

- ☐ FULTON HOGAN QUARRIES PTY LTD ABN 16 004 475 076
- ☐ FULTON HOGAN UTILITIES PTY LTD ABN 83 632 499 686

Intellectual Property	means any copyright, patent right, registered design or other protected right, including Moral Rights.
Law	includes: (a) all legislation and subordinate legislation; (b) all documents, instruments, requirements and prescriptions of any entity made under any legislation or subordinate legislation; (c) fees and charges payable in connection with the above.
Moral Rights	means each of the following: (a) a right of attribution of authorship; (b) a right not to have authorship falsely attributed; (c) a right of integrity of authorship.
Personal Information	has the meaning given to that term in the Privacy Act applicable to this Subcontract.
Personnel	means officers, employees, contractors, consultants, agents and invitees: (a) in respect of the Contractor and the Principal - other than the Tenderer; (b) in respect of the Tender - includes any subsidiary subcontractor and their respective Personnel.
Privacy Law	any Law that gives effect to the Privacy Principles, or principles materially similar to the Privacy Principles, established by the <i>Privacy Act 1988</i> (Cth), including <i>Privacy and Personal Information Protection Act 1998</i> (NSW) and <i>Health Records and Information Privacy Act 2002</i> (NSW).
Related Entity	has the meaning given in the <i>Corporations Act 2001</i> (Cth).
Tender	means a proposal to perform work in connection with the Project in response to this Request for Tender.
Tenderer	means a person who submits a proposal to perform work in connection with the Project in response to this Request for Tender.

2. General Conditions

2.1 Interpretation

- (1) Except where the Contractor is expressly required to act reasonably in exercising a right, power or function under the Request for Tender, the Contractor may decide whether and in what manner it does so in its own discretion and is under no obligation to consider the interests of any other person or party, including the Tenderer.
- (2) Terms used in the Tender Details and the balance of this document have the meaning given in the Tender Details.
- (3) Reference to:

- (a) the singular includes the plural and the plural includes the singular;
 - (b) a person includes a body corporate;
 - (c) a Law, code, guideline or a provision of any of them includes:
 - (d) any amendment or replacement of it; and
 - (e) another Law, code, guideline or instrument made under it, or made under it as amended or replaced.
 - (f) dollars means Australian dollars unless otherwise stated.
- (4) "Include" and similar expressions are not words of limitation.
 - (5) Words or expressions given a particular meaning, have a corresponding meaning in other parts of speech and grammatical forms of that word or expression.

2.2 Discrepancies

- (1) If any Tenderer identifies any error, omission, fault, ambiguity, discrepancy, contradiction or lack of clarity in the Request for Tender or any of the documents comprising the Request for Tender, it must promptly notify the Contractor.
- (2) Any error, omission, fault, ambiguity, discrepancy, contradiction or lack of clarity comprising the Request for Tender may be resolved by the Contractor, in its absolute discretion, and directed in writing. The Tenderers submission will be based on that direction.
- (3) The Tenderer has no right or remedy to Claim against the Contractor or any of its Personnel in connection this clause or any conduct of the Contractor or its Personnel in connection with this clause.

3. Request for Tender (Request for Tender)

3.1 Documents comprising the Request for Tender

- (1) The Request for Tender comprises:
 - (a) these Conditions of Tendering;
 - (b) the draft Scope in Schedule 1;
 - (c) the draft subcontract in Schedule 3;
 - (d) each other Schedule to these Conditions of Tendering;
 - (e) each other document incorporated by reference in these Conditions of Tendering, including its schedules.

3.2 Request for Tender and Tender is not a contract

- (1) This Request for Tender is an invitation to treat.
- (2) The Tender must be an offer capable of acceptance.

- (3) Neither this Request for Tender nor submission of any Tender constitutes acceptance of any offer of any kind made by or for the Contractor, the Principal or their respective Personnel.
- (4) Despite any other provision of this Request for Tender, no binding contract (including process contract) or other understanding or arrangement of any kind in connection with the Request for Tender, Tender, Project or the Package (including any form of contractual, quasi- contractual or restitutionary rights, or rights based upon similar legal or equitable grounds) will exist between the Contractor and the Tenderer unless and until a contract is signed by the Contractor and the Tenderer.

3.3 Times and Dates

Any time or date in this Request for Tender is for the convenience of the Contractor. The establishment of a time or date in this Request for Tender does not create an obligation on the part of the Contractor to take any action or exercise any right established in the Request for Tender or otherwise.

3.4 Contractor not responsible for any Tenderer's costs

The Contractor is not responsible for any costs or expenses incurred by any Tenderer in preparation or lodgement of a Tender or taking part in the Request for Tender process.

3.5 Changes to or withdrawal of Request for Tender and Tenderers

- (1) The Contractor may, in its absolute discretion, for its convenience, at any time (including after the Date for Tender):
 - (a) withdraw this Request for Tender;
 - (b) cancel this Request for Tender;
 - (c) postpone this Request for Tender;
 - (d) change this Request for Tender in any manner the Contractor considers fit including, without limitation:
 - (i) the conditions of Tendering;
 - (ii) the Package;
 - (iii) the persons invited to Tender;
 - (iv) the Date for Tender;
 - (v) the Closing Time;
 - (vi) the method or address for submission of the Tender;
 - (vii) by excluding a Tenderer from further participation in the Request for Tender process for any reason.
- (2) The Contractor may, in its absolute discretion, give notice to a Tenderer of the exercise of any power or right under and in connection with clause 3.5 at any time and by any method.

The Contractor is not required to give any notice to any Tenderer or prospective Tenderer in connection with the exercise of such power or right at all.

- (3) If the Contractor exercises a power or right under and in connection with clause 3.5 after a Tender has been submitted, the Contractor may request the Tender to be amended.
- (4) The Tenderer has no right or remedy to Claim against the Contractor or any of its Personnel in connection with any withdrawal, cancellation, or change to this Request for Tender, the Date for Tenders or change to the Closing Time, or any notice given (or not given) by the Contractor to any person in connection with such conduct.

4. Tender preparation and lodgement

4.1 Tenderers to inform themselves

- (1) The Contractor is not responsible for the sufficiency, adequacy, or accuracy of information supplied or representation made by the Contractor, the Principal or their respective Personnel to the Tenderer at any time.
- (2) The Contractor may, in its absolute discretion, hold a briefing or briefings in connection with this Request for Tender. The Contractor may, in its absolute discretion, invite the Tenderer and others, or others and not the Tenderer, to attend any briefing. Anything said or done and all information and representations made at or in connection with any briefing are for information purposes only and clause 4.1 applies to all such information and representations. Nothing said or supplied during any briefing changes this Request for Tender in any way, except as subsequently notified by the Contractor in writing.
- (3) The Tenderer must:
 - (a) make its own assessment of information supplied by or, representation or misrepresentation made by the Contractor, the Principal or their respective Personnel;
 - (b) make its own enquiries and investigations of all risks connected with this Request for Tender, the Site and its surroundings, the Package, the proposed Subcontract and everything else that might affect the Tender or the performance by the Tenderer of the proposed Subcontract;
 - (c) not rely on any information supplied by or, representation or misrepresentation made by the Contractor, the Principal or their respective Personnel;
 - (d) satisfy itself that its Tender (including Tendered prices) is accurate, complete, adequate (including for all risks and contingencies that might affect the Tender or the performance by the Tenderer of the proposed Subcontract) and is not misleading.
- (4) To the full extent permitted by Law, the Tenderer releases the Contractor from, and undertakes to make no Claim against the Contractor in connection with:
 - (a) the supply or failure to supply or make any information, representation or misrepresentation;
 - (b) the sufficiency, adequacy, or accuracy of information supplied, or representation or misrepresentation made;

- (c) by the Contractor, the Principal or their respective Personnel to the Tenderer at any time before, on, or after the submission of any Tender, and any interpretation, deduction, inference or conclusion of the Tenderer or its Personnel (including based on such information).

4.2 Tender preparation

- (1) The Tenderer must complete and provide the information requested in the Schedules to these Conditions of Tender.
- (2) Supporting documentation may be provided to enhance the Tender.

4.3 Questions

- (1) The Tenderer must direct any questions regarding this Request for Tenders in writing to the Contractor's Representative.
- (2) Tenderers may submit questions to the Contractor's Representative no later than insert number of Business Days before Date for Submission for submission of questions by Tenderers Business Days prior to the Date for Submission.
- (3) The Contractor may, in its absolute discretion, circulate any Tenderer's questions and the Contractor's answers to all other Tenderers, unless those questions are identified as "Commercial in Confidence".

4.4 Submission of Tender

- (1) The Tenders must be lodged by the Closing Time on the Date for Tender by the method and at the address for submission specified in the Tender Details or as subsequently notified in writing by the Contractor.
- (2) If the Tender is submitted electronically, it must:
 - (a) be lodged in the format specified in the Tender Details.
 - (b) be saved using file names that:
 - (i) sufficiently identify the Tenderer including by name;
 - (ii) reflect the parts of the response they represent, where the response comprises multiple files; and
 - (c) not exceed a combined file size of 500 megabytes per upload.

4.5 Mandatory Tender Content

The Tender must:

- (a) Identify details of where the Tenderer's offer is not in accordance with the Request for Tender;
- (b) include fully completed Contract Details for the proposed Subcontract initialled on each page by an officer of the Tenderer;

- (c) include a duly executed deed poll in the form contained in Schedule 4 (or otherwise as directed by the Contractor) (if any);
- (d) if Item 17 applies, include duly executed declarations of compliance in the form contained in Schedule 5 (or otherwise as directed by the Contractor);
- (e) be an unqualified offer to contract on the terms contained in the proposed Subcontract (without amendment).

4.6 Alternative proposals

The Tender may be accompanied by an alternative proposal, which:

- (a) must identify precisely the differences from the Tender and, if the differences include any changes to the proposed Subcontract or Scope, contain the drafting for the proposed change.
- (b) must also be an unqualified offer to contract on the terms contained in the alternative proposal.

4.7 Tender validity period

- (1) The Tender and any alternative proposal must remain open for acceptance during the Tender Validity Period.
- (2) The Tender and each alternative proposal remain open for acceptance during the Tender Validity Period despite any request for clarification, negotiation, rejection or counter-offer or other conduct by the Contractor or its Personnel.

4.8 Clarification and changes to Tenders

- (1) The Tenderer must not clarify or change its Tender in any way after it is submitted except as permitted by written notice from the Contractor.
- (2) The Contractor may, in its absolute discretion, at any time prior to acceptance of the Tender request the Tenderer to clarify or change its Tender and may specify the period within which the Tenderer must submit any clarification or change. The Tenderer must comply with the request.
- (3) If the Contractor requests clarification and the Tenderer fails to clarify the Tender to the Contractor's reasonable satisfaction, the Contractor may, in its absolute discretion, state the clarification that applies and the Tender will be deemed to have been clarified in that manner by the Tenderer.

4.9 Joint Tenders

If a Tenderer is comprised of more than one legal entity, the Tender must:

- (a) include the information sought in the Request for Tender for each entity;
- (b) describe in detail in the Tender the relationship between each of the legal entities and the structure proposed for managing their relationship. There must be a single point of contact for all communications in relation to the Request for Tender.

- (c) state that each legal entity comprising the Tenderer is jointly and severally liable for the performance of all other legal entities comprising the Tenderer; and
- (d) include such other information that the Contractor requires to undertake a risk assessment of the proposed Tender.

5. Probity and collusion

- (1) By submitting a Tender or other proposal in connection with this Request for Tender or its subject matter, the Tenderer represents and promises that:
 - (a) it has not engaged, and will not engage, in any collusive or anti-competitive arrangement or understanding in connection with its Tender for, or entry into, the Subcontract.
 - (b) it has and will continue to comply with all applicable Laws and requirements relating to anti-bribery and anti-money laundering.
 - (c) neither the Tenderer nor any of its Related Entity or any officer of any of them has been convicted of bribery of any Australian or foreign government official at any time during the last seven years.
- (2) Without limiting any other right or remedy, the Contractor may recover from the Tenderer:
 - (a) all costs incurred by the Contractor in connection with this Request for Tender and any change to, or postponement, cancellation or withdrawal of this Request for Tender, as a result of or in connection with any misrepresentation or breach of promise made in clause 5(1);
 - (b) the value of any payment or other benefit made directly or indirectly to an unsuccessful Tenderer or a trade or industry association or other person contrary to any misrepresentation or breach of promise made in clause 5(1).

6. Consideration of Tenders

The Contractor may, in its absolute discretion, but is not required under any circumstances to, do any or all of the following:

- (a) consider any Tender or alternative proposal;
- (b) accept any Tender or alternative proposal;
- (c) reject any Tender or alternative proposal;
- (d) request clarification of, or additional information in connection with, any Tender or alternative proposal;
- (e) request a presentation from the Tenderer regarding the Tender or alternative proposal;
- (f) negotiate with the Tenderer or others (including any one who has not submitted a Tender in connection with this Request for Tender, the Package or the Project);

- (g) seek alternative proposals from the Tenderer or others (including any one who has not submitted a Tender in connection with this Request for Tender, the Package or the Project);
- (h) use material Tendered in response to one evaluation criterion in the evaluation of other criteria;
- (i) visit the Tenderers' facilities or proposed facilities;
- (j) request and hold such workshops, presentations, site visits, demonstrations, testing and trials as the Contractor considers fit;
- (k) exclude any Tender or Tenderer from further consideration for any reason at any time and without notice;
- (l) select a preferred Tenderer or Tenderers (without prejudicing any other rights or discretions of the Contractor);
- (m) apply the Tender Criteria or any other Tender criteria, and weigh all Tender Criteria, as the Contractor considers fit.

7. Ownership of Tenders, Intellectual property rights, Confidential Information, Privacy and Media

7.1 Ownership of Tenders

All documents submitted by a Tenderer in connection with this Request for Tender become the property of the Contractor and the Contractor may use, retain and copy the information contained in those documents for any purpose, including:

- (a) evaluation and selection of any Tender;
- (b) preparation and negotiation of any contract in connection with the Project; and
- (c) verifying the currency, consistency and adequacy of information provided under any other tender process conducted by the Contractor.

7.2 Intellectual property rights granted to the Contractor

All copyright and other Intellectual Property of the Tenderer in all drawings, reports, specifications, calculations, documents and other material provided or prepared by the Tenderer or its Personnel in connection with the Work under the Request for Tender and the Request for Tender Works, vests in the Contractor at submission of the Tender.

7.3 Moral rights

The Tenderer promises that use of the Tender and any documents forming part of it (including any derogatory treatment or destruction) by the Contractor and the Principal and their respective Personnel will not infringe the Moral Rights of the Contractor or any of its Personnel.

7.4 Confidential Information

- (1) Each party must keep confidential all Confidential Information supplied by or for the other party, except to the extent that the Confidential information:
- (a) is in the public domain (other than by a breach of this clause 7.4).
 - (b) is disclosed by a party to its Personnel who need to know the Confidential Information to perform their duties and who are subject to an obligation to keep the information strictly confidential.
 - (c) is disclosed by the Contractor to the Principal.
 - (d) is disclosed by the Contractor or the Principal for the purpose of defending any Claim in relation to the Request for Tender process or any resultant contract;
 - (e) is required to be disclosed by Law.

7.5 Media

The Tenderer must not issue for publication any information concerning the Request for Tender, the Tender, the proposed subcontract or the Project in any media without the written consent of the Contractor. The Tenderer must refer to the Contractor any enquires from any media sources.

7.6 Privacy

The Tenderer must:

- (a) comply with all Privacy Laws, whether or not it is an organisation bound by the Privacy Law;
- (b) use or disclose Personal Information only for the purposes of providing the Request for Tender Works or as expressly permitted under this Request for Tender;
- (c) take all reasonable steps to ensure that the Personal Information is protected against misuse, interference, loss and unauthorised access, modification or disclosure;
- (d) promptly notify the Contractor if the Tenderer becomes aware of any actual or potential breach of the Tenderer's obligations under this clause, and comply with any reasonable direction from the Contractor with respect to remedying that breach;
- (e) not do any act or engage in any practice that would breach any Privacy Law, or would result in the Contractor breaching any Privacy Law;
- (f) not disclose or transfer any Personal Information outside of Australia without the Contractor's prior written consent; and
- (g) whenever requested by the Contractor, return, destroy or otherwise deal with any Personal Information in accordance with the reasonable instructions of the Contractor.

8. General

8.1 No exclusivity

The Contractor (in its absolute discretion) may procure work, services, plant, equipment and materials, like the Package from others as well as or instead of from the Tenderer.

8.2 Governing Law and Jurisdiction

- (1) This Request for Tender is governed by the law of the Commonwealth of Australia and the State or Territory stated in Item 19.
- (2) Only the courts of the Commonwealth of Australia and the State or Territory stated in Item 19 and situated in that State or Territory have jurisdiction in respect of this Request for Tender.

8.3 Retrospectivity

This Request for Tender applies to all proposals or offers by the Tenderer to perform work in connection with the subject matter of this Request for Tender made by the Tenderer, including before the receipt of these Conditions of Tendering by the Tenderer.

Schedule 1 - RFT Scope

1.1 Introduction

Fulton Hogan has been engaged as the Principal Contractor to design and construct the Merrimac Station Project. The new station at Merrimac is part of the Queensland Government commitment to deliver a suite of rail improvement projects to increase accessibility to key hubs on the Gold Coast, enabling the Gold Coast to benefit from the additional peak-hour seats available following the delivery of Cross River Rail (CRR).

1.2 Location

The Merrimac station will be located on Gooding Drive, approximately 750 metres east of the Pacific Motorway and Gooding Drive Interchange (Exit 77) and is scheduled to be open in time for the first Cross River Rail services to the Gold Coast.



LOCALITY PLAN
NOT TO SCALE

1.3 Scope and Features

The new Merrimac station will include the following features:

- Approx 200 car parks

- Lighting and CCTV throughout car park and station
- Through-lifts on each platform
- Accessible kiss 'n' ride bays and taxi bays
- Bus stops and layover parking
- Bicycle enclosure
- Pedestrian and cycle paths including connection to the surrounding urban precinct
- Station building and ticketing office
- Stairs connecting entry level to platforms
- Pedestrian overpass
- New signalised intersection

1.4 Scope of Works – Tender Package Specific

TO BE DRAFTED BY THE PACKAGE OWNER

- (1) The XXXXXXXXXX for the Project in accordance with the drawings identified below and the specifications set out and referred to in this Schedule.
- (2) The Subcontractor must supply and perform all goods and services, including personnel, labour, supervision, plant, equipment, tools, materials, transport, accommodation, testing and consumables, necessary or incidental to performance of the Work under the Subcontract and achievement of Substantial Completion in accordance with the Subcontract, whether expressly or impliedly described in or reasonably ascertainable or inferable from the Subcontract, the Drawings and Specifications.

1.5 Specifications and Other Documents

The Subcontractor must carry out and complete the Work under the Subcontract and achieve Substantial Completion in accordance with the Specifications listed below:

Specification / Other Document Number	Description	Rev	Date
	High Strength Geosynthetic Reinforcement in Road Embankment		Mar-23
	Public Utilities in Road Projects Site Works		Mar-21
	Public Utilities in Road Projects Principal Contractor Responsibilities		Mar-21
	General Equipment Requirements		Nov-21
	Provision of Variable Speed Limit and Lane Control Signs		Mar-21
	Electrical Switchboards		Jul-21
	Electronic Traffic Control Signs		Jul-19
	Traffic Signal Controllers		Nov-20
	Traffic Signal Lanterns		Nov-20

	Power Cables	Nov-20	
	Standalone Solar (PV) Power Systems	Nov-19	
	Supply of Structural Fasteners	Nov-20	
	WHS Management Plan	C	15/08/23
	Construction Environmental Management Plan	A	01/08/23
	Quality Management Plan	A	01/08/23
	Construction Management Plan	B	01/08/23
	Rail Access Management Plan	D	31/08/23
	Advanced Construction Activities Management Plan	C	18/08/23
	Incident and Emergency Response Plan	C	30/08/23
	WHS Management Plan	C	15/08/23
	Construction Environmental Management Plan	A	01/08/23

1.6 Temporary Works and Other Requirements

- (1) Where required as part of the scope of works, the Subcontractor shall be required to provide relevant design documentation (i.e. temporary works methodology and staging drawings, fabrication shop drawings, design report, technical memorandum and calculations), for review and approval by the Contractor.
- (2) The Subcontractor shall provide the design documentation as per their program milestones that allows the Contractor five (5) business days to review and return comments, without impacting the delivery / completion milestones of their scope of work.
- (3) Temporary works design may require design and/or certification by an RPEQ – refer to Fulton Hogan 'Temporary Works Design Process Matrix' (Doc ID: FHLIB-1677224255-58957).

1.7 Warranty Items

As a precondition to Substantial Completion, the Subcontractor must supply executed warranties from Subcontractors and Suppliers in a form acceptable to the Contractor.

Refer to document 'Schedule 2 – Scope of Work – Design and Construct Contract – Appendix D – EAMS Asset and Warranties Schedules' and QRL Procedure SEQ Facility Asset Acceptance (MD-20-246).

1.8 Cleaning Up

The Subcontractor must keep the Site and the Work under the Subcontract clean and tidy and must regularly remove rubbish from the Site or as directed by the Contractor.

1.9 Covering up Work

The Subcontractor must not cover up or make inaccessible any Work under the Subcontract until the Contractor has had reasonable opportunity to inspect, except with the prior written approval of the Contractor.

1.10 Testing

- (1) At any time before Substantial Completion, the Contractor may direct that any part of the work or materials used in or comprising the Work under the Subcontract be tested. If the direction requires the Subcontractor to perform the testing, the Contractor may observe and must be promptly provided with the results of any test performed.
- (2) The reasonable and actual costs of testing are to be included in the Subcontract Price.

1.11 Programming Requirements

The Subcontractor shall provide weekly construction look ahead programs including, but not limited to, the following information:

- (a) Status of long lead material procurement and delivery to the project.
- (b) Activities that require the Contractor's resourcing (i.e. survey, traffic control). The Subcontractor shall be responsible to provide 3x working days' notice.
- (c) Activities that require access to the rail corridor.
- (d) Activities that require permits as per Fulton Hogan's safe systems of work (i.e. ground penetration / excavation, hot work, electrical isolation, high risk crane lifts, confined space).

1.12 Quality Assurance Requirements

- (1) The Subcontractor must do all things necessary to comply with any quality assurance system notified by the Contractor or must, if directed by the Contractor, implement its own quality assurance system approved by the Contractor.
- (2) The Contractor may direct any quality assurance system implemented by the Subcontractor to require performance of the following:
 - (a) inspection and check listing of work on completion;
 - (b) identification and rectification of Defects, including progressing the rectification of Defects in accordance with any request of the Contractor;
 - (c) provision of records on request;
 - (d) reporting of non-conformance;

- (e) provision of samples and prototypes;
- (f) provision of access to the Subcontractor's systems and records by the Contractor and any persons authorised by the Contractor for the purpose of inspection and audit; and
- (g) provision of access for the Contractor, and any person authorised by the Contractor to any place where the Work under the Subcontract, or part of them, are being carried out.

1.13 Workplace Health and Safety Requirements

1.13.1 Concurrent work health and safety obligations of Subcontractor

The Subcontractor must, so far as is reasonably practicable, provide and maintain a working environment that is safe and without risk to health for persons carrying out or affected by the Work under the Subcontract.

1.13.2 Health and safety compliance

The Subcontractor:

- (a) must comply with all relevant Safety Laws and Safety Requirements:
 - (b) warrants that it is familiar with and has the capability and resources to comply with all relevant Safety Laws and Safety Requirements; and
 - (c) must perform all relevant functions and fulfil all relevant duties under all relevant Safety Laws of an employer or otherwise applicable to the role of the Subcontractor.
- (2) The Subcontractor must (and must ensure that all Personnel) at all times identify and exercise all necessary precautions for the health and safety of all persons, including its Personnel and their Personnel, the Principal and the Contractor and their respective Personnel, and members of the public who may be affected by the Work under the Subcontract.

1.13.3 Contractor's health and safety policies and procedures

Without limiting section 1.13.2 of this Schedule or any other provision of this Subcontract, the Subcontractor must ensure the Work under the Subcontract is performed in accordance with:

- (a) the requirements of the Principal Contractor with respect to WHS.
- (b) the Contractor's work health and safety management plan; and
- (c) any occupational health and safety policies and procedures issued by the Contractor or the Principal from time to time, including the requirements of the Contractor's site management plan.

1.13.4 Subcontractor to inform itself of Contractor's Safety Requirements

- (1) The Subcontractor must inform itself of all occupational health and safety policies, procedures or measures implemented or adopted by the Contractor or the Principal, including but not limited to the Contractor's site management plan.

- (2) If the Subcontractor does not have a copy of the Contractor's site management plan, it should request a copy from the Contractor. A copy of the Contractor's site management plan will also be available on Site for review by the Subcontractor.

1.13.5 Provision and maintenance of plant

The Subcontractor must supply all plant necessary to ensure that all the Work under the Subcontract is carried out in a manner that is safe and without any risk to health. The Subcontractor must ensure that all plant supplied by it is maintained in a condition that is safe and without risk to any person.

1.13.6 Working in the Rail Corridor

All subcontractors that are required to work in the Rail Corridor, whether during construction and / or the defects liability period, shall:

- (a) Ensure their workers have a valid and current Rail Industry Worker (RIW) card and the associated mandatory competency units, including but not limited to the following;
 - (i) TLIF2080C Safely access the rail corridor
 - (ii) TLIW 2001A Operate under track protection rules
 - (iii) TLIF2010A Apply fatigue management strategies
 - (iv) Category 3 Rail Medical
 - (v) QR – Introduction to Network Lockout
- (b) Ensure their workers have obtained up to date certificates for training modules and competencies relevant to their role, linked to their RIW accreditation. For Queensland Rail requirements including competency matrices, refer to <https://www.queenslandrail.com.au/forbusiness/contractors/Railworkers>
- (c) Supply rail specific PPE to their workforce (i.e. orange high visibility clothing, including reflective strips for night / low visibility conditions).
- (d) The Subcontractor shall be required to provide the training and PPE for items (a) to (c) at their cost.

1.13.7 Reporting

- (1) In addition to reporting in accordance with clause **Error! Reference source not found.** and otherwise as required by Law, the Subcontractor must:
- (a) within 2 days of the occurrence of any matter referred to in clause **Error! Reference source not found.**, provide a written report to the Contractor containing complete details of any incident that caused, or raised a real risk of, personal injury or property damage or breach of any Safety Requirement or Environmental Requirement, including the result of any investigation into its cause and any recommendation or strategy for prevention of a recurrence;
 - (b) immediately advise the Contractor in writing of any act, fact or circumstance associated with the activities of the Subcontractor or any other person relevant to the ability of the Subcontractor to carry out any part of the Work under the

Subcontract in a manner that is safe and without any risk to health or the environment;

- (c) provide in writing, with each monthly progress report, the total hours worked during the previous month on the Site by its staff including supervisory and administrative staff and also separately by its subsidiary subcontractors; and
- (d) maintain records and make reports concerning the health, safety and welfare of people, and damage to property, as the Contractor reasonably requires.

1.13.8 Heavy Vehicle National Law - Chain of Responsibility

(1) Definitions

COR Laws	means the Heavy Vehicle National Law Act 2012 and all subordinate legislation made under it, as well as any other applicable Law relating to fatigue management, speed and mass, dimension and load restraint compliance requirements generally referred to as "Chain of Responsibility" laws or "Heavy Vehicle" laws.
COR Systems	means policies, procedures, standards, training and systems designed to ensure, so far as is reasonably practicable, compliance in COR Laws.

(2) The Subcontractor:

- (a) must comply, and ensure that its Personnel comply with, the COR Laws;
- (b) must, and must ensure its Personnel, implement, audit and monitor compliance with, COR Systems to ensure compliance with the COR Laws;
- (c) when accessing, egressing or on the Site, comply with and ensure its Personnel comply with the Contractor's COR Systems;
- (d) acknowledges that it is a primary duty holder under the COR Laws with responsibility for developing COR Systems;
- (e) must proactively provide reasonable assistance to the Contractor to enable the Contractor to satisfy its duties and responsibilities under COR Laws;
- (f) must obtain and maintain, and ensure that each of its personnel obtains and maintains all Approvals required to enable the applicable activity, function or task to be undertaken lawfully;
- (g) must undertake any audits or monitoring directed by the Contractor to demonstrate compliance with COR Laws;
- (h) must proactively co-operate with any audit or monitoring undertaken by the Contractor, the Principal and their respective Personnel to demonstrate compliance with COR Laws and the Contractor's COR Systems.

The Subcontractor must comply with all Laws in respect of environmental matters and the protection or preservation of the environment, and codes of practice which apply to the Work under the Subcontract or the Site.

1.14 Environmental Requirements

1.14.1 Hazardous substances and materials

If the Subcontractor intends to bring onto the Site any material or substance which may be hazardous to health and safety, the Subcontractor must, before doing so, give information to the Contractor's Representative in respect of such material or substance. The information must include plans for the safe handling, storage and use of the material or substance and precautions to be taken.

1.14.2 Preventative measures and contamination

The Subcontractor must do everything possible to protect and preserve the environment from harm or damage arising from or in connection with the carrying out of the Work under the Subcontract and is responsible for all such harm or damage, including but not limited to any contamination, to the extent caused or contributed to by the Subcontractor or the Work under the Subcontract.

1.14.3 Noise and Vibration

The Subcontractor must comply with the requirements of AS 2436 Guide to noise control on construction, maintenance and demolition sites and all associated codes and guidelines of the Environment Protection Authority.

Without limiting the Subcontractor's above obligation and its obligation to comply with all laws, the Subcontractor must take all reasonable steps to minimise vibration and noise arising from the Work under the Subcontract, and obtain prior approval from the Contractor for any work that exceed the permitted noise levels required by the Contractor.

1.14.4 Environmental, Social and Sustainability Reporting Requirements

☐ This clause applies to this RFT package, with the requirements as follows:

- (1) The Subcontractor must provide to the Contractor an environmental, social and sustainability report for the duration of the Subcontract containing information as reasonably requested by the Contractor, which may include the following:

☒ The type and quantity of energy source (Diesel, Petrol, LPG, Natural Gas, Ethanol, Waste Oil, Electricity, Steam and others used) that result in Scope 1 and Scope 2 Emissions under the National Greenhouse and Energy Reporting Act 2007 (NGER Act).

☒ Quantity of wastes generated, reused, recycled and disposed of at a land fill or approved third party site

☐ Monitoring results (noise; dust; water, water use source and quantity, soil quality, emissions etc.)

☐ Extent of compliance with environmental statutory requirements

☐ Details of incidents and community complaints, suggestions and commendations

☒ People, cultural and diversity information.

☒ Information pertaining to the engagement of indigenous owned businesses

- (2) The report required under this Schedule 8, clause 8.5 may include the following data as applicable and in relation to the Subcontract Works

Category	UoM
Energy:	
Electricity	kWh
Renewable Electricity	kWh
Diesel	L
Biodiesel	L
Petrol	L
LPG	L
Ethanol Blends	L
Jet A1 (AVTUR)	L
Compressed Natural Gas	m3
Natural Gas in Pipeline	GJ
People and Diversity:	
Indigenous Employee	Hr
Female Employee	Hr
Training Undertaken	Hr
Indigenous Ownership from Suppliers	%
Apprentice Employee	Hr
Under 25 Employee	Hr
Local Employee	Hr
Materials:	
Asphalt	t
Binder	L
Ready mix Concrete	m3
Precast Concrete	-
Aggregate	m ³
Steel	t
Aluminium	t
Glass	-
Timber	-
Piping	m
Water:	
Potable Water	kL

Category	UoM
Non-Potable Water	kL
Waste (incl recycled):	
General Waste	t
Chemical Waste	t
Spoil	t
Steel	t
Concrete	t
Cardboard/Paper	t
Asphalt	t
Rubble	t

- (3) The form of the report required under this Schedule 8, clause 8.5 shall be:

☒ ESP Software Platform

☐ Written format (to be advised by the Contractor) including excel spreadsheet

- (4) The report provided by the Subcontractor must include sufficient evidence and supporting information as required by relevant legislation or as advised by the Contractor. The Contractor will promptly review the report to verify its accuracy, and thereafter notify the Subcontractor as to whether it is accepted, rejected (including reasons) or whether further information is required to be submitted to enable the Contractor to assess and accept the report. If the Contractor rejects a report or requests further information, the Subcontractor must provide a corrected and revised report or the further information (as the case may be) within the timeframe specified by the Contractor, or where not specified, promptly.

- (5) The Subcontractor shall provide the report to the Contractor:

☒ At the times advised in writing by the Contractor

☐ Weekly

☒ Monthly

1.15 Infrastructure Sustainability Council (ISC) Requirements

☒ This clause applies to this RFT package, with the requirements as follows:

- (1) The Project targets an Infrastructure Sustainability (IS) rating of 'Excellent' with the Infrastructure Sustainability Council of Australia (ISCA). The IS rating tool provides a method to measure sustainability performance and demonstrate the Project achievements towards the sustainability objectives and targets.
- (2) The Project Sustainability Objectives and Targets are stated in the table below. Prior to commencement of the Subcontract Works, the Subcontractor must submit a plan which

sets out how the Subcontractor will assist the Contractor in achieving those objectives and targets.

Aspect	Construction Target	Minimum Requirement
Materials	% of Project value to be spent on eco-certified products	>3%
	% reduction from base case in materials usage (use of recycled products eg- RAP, recycled steel, SCM in cement)	>15%
Waste	% diversion from landfill	100% of spoil >90% inert and non-hazardous >60% by volume of office waste
Energy	% reduction in energy usage from the base case proposal	15%
Water	% reduction in water use from the base case	15%
	% use of non-potable water for construction purposes	>90%

- (3) Any claim by the Subcontractor that materials used by it in relation to the Subcontract Works meet eco-labelling standards or generate a sustainability benefit must be verified by a scheme recognised by ISC. The use of approved materials contributes to the Projects ISC Rating. Environmental Product Declarations (EPD's) must be third-party verified to be compliant with both ISO 14025 and EN 15804.

- (4) Subcontractor specific requirements on the Project are stated in the table below.

Aspect	Construction Target	Minimum Requirement
Materials	[% of Steel supplied as recycled content	Example: 77%

- (5) The Subcontractor must provide to the Contractor a report for the duration of the Subcontract containing information as reasonably requested by the Contractor which may include (as required):
- (a) Evidence demonstrating how it the Subcontractor is achieving these objectives and targets set out in the plan required by clause 1.16(4) above.
 - (b) Details pertaining to the IS rating as required by this Project in order to meet the objectives and targets set out in clause 8.6(2), including (but not limited to) quantities and breakdowns of all materials used, amount and type of energy consumed, recycled content of materials used and material and emissions reductions achieved.
 - (c) Relevant information in addition to the NGER Report to enable the Project to track, monitor and report:
 - (i) greenhouse gas emissions (GHG);
 - (ii) sustainably sourced materials (such as FSC /PEFC timber); and

- (iii) material lifecycle impact measurements (demonstrating reductions)
 - (d) Monthly reporting of Fuel and Water use, Materials and Waste.
 - (e) Demonstration of how the Subcontractor will assist the Contractor in achieving the IS Targets stated within Schedule 8, clause 8.6(3).
 - (f) The use of materials and products that have achieved certification by recognised environmental labelling bodies or stewardship schemes, including those stated within Schedule 8, clause 8.6(4).
- (6) The form of the report required under this Schedule 8, clause 8.6 shall be:
- ☒ ESP Software Platform
 - ☐ Written format (to be advised by the Contractor) including excel spreadsheet
- (7) The report provided by the Subcontractor must include sufficient evidence and supporting information as required by relevant legislation or as advised by the Contractor. The Contractor will promptly review the report to verify its accuracy, and thereafter notify the Subcontractor as to whether it is accepted, rejected (including reasons) or whether further information is required to be submitted to enable to the Contractor to assess and accept the report. If the Contractor rejects a report or requests further information, the Subcontractor must provide a corrected and revised report or the further information (as the case may be) within the timeframe specified by the Contractor, or where not specified, promptly.
- (8) The Subcontractor shall provide the report to the Contractor:
- ☒ At the times advised in writing by the Contractor
 - ☐ Weekly
 - ☒ Monthly

Schedule 2 - Checklist of Allowances

ITEM	SUPPLIED BY		PAID FOR BY	
	FH	SUB CONTRACTOR	FH	SUB CONTRACTOR
Site Facilities				
Meal and change rooms	X		X	
Toilet facilities	X		X	
Safe keeping of tools and personal belongings		X		X
Fenced storage area	X		X	
Bunded hazardous chemical container for shared use by all Subcontractors	X		X	
Area for Site Offices	X		X	
Temporary Electrical Services				
Installation of 240V power at site Compound and cost of mains electrical power	X		X	
Construction power for subcontractor specific activities including power leads		X		X
Lighting				
Floodlighting for rail corridor night work	X		X	
Task lighting		X		X
First Aid				
First aid cabinets/kits	X	X	X	X
Trained First Aiders	X	X	X	X
Fire Prevention				
Fire extinguishers		X		X
Water Supply				
Drinking water	X		X	
Water for dust control	X		X	
Task specific water		X		X
Waste Disposal and Recycling				
Construction waste bins (skips)	X		X	
Recycling bins	X		X	
Disposal of construction waste off site	X		X	
Plant				
Cranage - tower	N/A		N/A	

ITEM	SUPPLIED BY		PAID FOR BY	
	FH	SUB CONTRACTOR	FH	SUB CONTRACTOR
Cranage		X		X
Materials Handling – unloading, transport to point of use		X		X
Scaffolding		X		X
Handling and lifting equipment/hoists		X		X
Cherry pickers, scissor lifts, etc.		X		X
Excavation and trenching equipment		X		X
Air compressors, jackhammers, etc.		X		X
Traffic Control				
Establishment and maintenance of TMPs / traffic control devices / signage	X		X	
Provision of traffic controllers	X		X	
Safety and Environmental Provisions				
Erosion and sedimentation control-implementation and maintenance	X		X	
Dust control	X		X	
Control of water quality, monitoring and control	X		X	
Emergency liquid absorbent materials, boom kits etc. (Spill Kits)	X	X	X	X
Vehicle and pedestrian safe access into the work site	X		X	
Temporary access / egress for specific work activities (i.e. scaffolds, EWPs)		X		X
Supply of fencing for works adjacent to public pedestrian traffic	X		X	
Install of fencing for works adjacent to public pedestrian traffic	X		X	
Temporary footpaths for pedestrians	X		X	
Mandatory, & cautionary signage etc.	X		X	
Isolating high risk construction activities or sensitive areas (i.e. delineated exclusion zones)		X		X
Personal protective equipment		X		X
Perimeter site fencing with locked gates	X		X	

ITEM	SUPPLIED BY		PAID FOR BY	
	FH	SUB CONTRACTOR	FH	SUB CONTRACTOR
After hours security personnel to monitor plant, materials, tools within the perimeter site fencing (if required)		X		X
Miscellaneous				
Survey control	X		x	
Setting Out	X		x	

Schedule 3 - Subcontract Price

3.1 Adjustment to Subcontract Price - General

The Subcontract Price is not subject to adjustment, except as expressly provided for under the Subcontract.

3.2 Adjustment to Subcontract Price - Rise and Fall

The Subcontract Price is not subject to rise and fall.

3.2.1 Lump Sum all inclusive

The Subcontract Price is all inclusive and the Subcontractor is not entitled to any adjustment to the Subcontract Price or compensation for or in connection with the performance of any of its obligations, nor the supply of any goods and services necessary to the Work under the Subcontract or the Subcontract Works (including anything necessary or incidental to the Work under the Subcontract or the Subcontract Works or otherwise reasonably inferable from this Subcontract and the documents referenced in it).

3.2.2 Schedule of Rates all inclusive

- (1) The Subcontractor represents and promises that:
 - (a) the Schedule of Rates is all inclusive and make full allowance for all Work under the Subcontract, including all items, provisions and allowances for performance of all of its obligations and the supply of all goods and services necessary to the Work under the Subcontract and the Subcontract Works (including anything necessary or incidental to the Work under the Subcontract or the Subcontract Works or reasonably inferable from this Subcontract and the documents referenced in it).
 - (b) the Schedule of Rates fully describes the Work under the Subcontract and everything necessary and incidental to it and, to the extent that the description may not fully describe all of the Work under the Subcontract or there is no rate or item associated with any Work under the Subcontract, the Subcontractor must fulfil its obligations and the cost of doing so is deemed included in the rates or prices generally.
- (2) Any Work under the Subcontract which is not specifically mentioned in the Items in the Schedule of Rates is deemed to be included in the Items.
- (3) If no rate or price is shown in a Schedule of Rates for an Item, the rate or price for that Item is deemed to have been included elsewhere in the Schedule of Rates.

Schedule 4 - Tender Deed Poll

Not applicable.

Schedule 5 - Compliance with the Queensland Code and Queensland Procurement Policy

5.1.1 COMPLIANCE WITH THE QUEENSLAND GOVERNMENT'S QUEENSLAND CODE OF PRACTICE FOR THE BUILDING AND CONSTRUCTION INDUSTRY (THE QUEENSLAND CODE)

- (1) The Queensland Code applies to the Subcontract Works. The Subcontractor must comply with, and meet any obligations imposed by, the Queensland Code.
- (2) The Subcontractor must not appoint or engage another Sub-subcontractor where that appointment or engagement would breach a sanction imposed on the other party in relation to the Queensland Code
- (3) The Subcontractor must maintain adequate records of compliance with the Queensland Code, its Sub-subcontractors and Related Bodies Corporate.
- (4) The Subcontractor must allow, and take reasonable steps to facilitate, the Queensland Government authorised personnel (including personnel of the CRRDA) to:
 - (a) Inspect any work, material, machinery, appliance, article or facility;
 - (b) Access information and documents;
 - (c) Inspect and copy any record relevant to the Subcontractor's activities;
 - (d) Have access to personnel; and
 - (e) Interview any person,

As is necessary for the authorised personnel to monitor and investigate compliance with the Queensland Code by the Subcontractor, its Sub-subcontractors and Related Bodies Corporate.

- (5) The Subcontractor, and its Related Bodies Corporate, must agree to, and comply with, a request from Queensland Government personnel (including personnel of CRRDA) for the production of specified documents by a certain date, whether in person, by post or electronic means.

5.1.2 COMPLIANCE WITH THE QUEENSLAND PROCUREMENT POLICY

- (1) The Subcontractor must comply with the Queensland Procurement Policy (the document of that name issued by the Queensland Government and available at https://www.forgov.qld.gov.au/data/assets/pdf_file/0034/187297/qldprocurementpolicy2021.pdf).

Schedule 6 - Returnable Schedules