



Guidance Notes

Construction Contracts for Arrangements:

LB313 – Road & General Civil Infrastructure

LB314 – Water Sewerage and Stormwater Infrastructure

LB329 – Building & Construction – Commercial Construction & Fit Out (inc: Asbestos, Demo)

LB331 – Building & Construction – Residential

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1. Arrangement Details

The table below summarises the details for the following Local Buy Arrangements:

- LB313 Road and General Civil Infrastructure (**LB313**)
- LB314 Water Sewerage and Stormwater Infrastructure (**LB314**)
- LB329 – Building & Construction – Commercial Construction & Fit Out (inc: Asbestos, Demo) (**LB329**)
- LB331 – Building & Construction – Residential (**LB331**)

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Commencement Date:	1 st May 2024
Expiry Date:	11.59PM 30 th April 2027 <i>Unless otherwise extended by Local Buy.</i>
Contract extension period	Two periods of up to thirty-six (36) months each in any combination up to a maximum of seventy-two (72) months from the expiry date of the arrangement (30 th April 2027).
Arrangement Type	LGA Arrangement pursuant to <i>Local Government Regulations 2012</i> (Qld) s234 Register of Pre-Qualified Suppliers.
Local Buy Contracts Conditions <i>(Optional use – users may utilise alternative conditions in conjunction with these Arrangements)</i>	Major Works Medium Works Minor Works
Northern Territory participation	LB313 – Yes. LB314 – Yes. LB329 – No. Queensland Arrangement only. LB331 – No. Queensland Arrangement only.

2. Executive Summary

Local Buy is Queensland's peak procurement body, and the largest provider of legislatively compliant pre-qualified 'LGA Arrangements' (LGA Arrangements). Local Buy LGA Arrangements help Queensland local governments (and other approved buyers) meet their legislative, reputational and compliance needs, simplifying the procurement process by connecting buyers with suppliers via its vast register of pre-qualified suppliers.

As a value add for our buyers, Local Buy has developed a construction contract suite free of charge. These guidance notes have been developed to provide a comprehensive overview of the critical elements involved in preparing and managing Local Buy's construction contracts under Local Buy's civil and construction LGA Arrangements. They are designed to assist buyers in navigating the contractual process with confidence and precision, ensuring alignment with legal and procedural best practices.

PLEASE NOTE: *the Local Buy construction contracts are templates only and have not been developed for any particular project, particular user or circumstance of their use. The users of the Local Buy templates will need to carefully consider the available Local Buy template and carry out its own assessment to determine which contract is best suited for the project and the user's needs and circumstances.*

The risk allocation, drafting, interpretation and construction of the templates are interrelated. Any use and amendment of the templates (including through Special Conditions) should be done with great care and obtaining specialist advice as to whether it is suitable for a particular project and the user's needs and circumstances.

The templates also address specific legislation that was in force as at January 2025 and does not purport to comprehensively cover all applicable laws and legislation. Users intending to use the templates should obtain specialist advice as to their rights and obligations under applicable laws and legislation. Users should take care to ensure that they are accessing and utilising the most up-to-date contract documents, as these may be updated by Local Buy from time to time.

These guidance notes are not legal advice and are intended to only provide a summary of the new Local Buy template contracts, and they do not comprehensively cover all aspects of the templates, legislation, legal and contractual issues or other factors that may be relevant to a project. The users should review and fully understand, and comply with, the full provisions of the relevant Local Buy template contract when using a Local Buy template contract for a project.

3. Local Buy Exception:

Local Buy, a wholly owned subsidiary of the Local Government Association of Queensland (LGAQ), is authorised to establish "LGA Arrangements." These arrangements provide a legislative exemption for Queensland local government councils from complying with the 'Default Contracting Procedures' outlined in the Local Government Regulation 2012 (Qld).

Additionally, as an approved 'procurement entity' under the *Local Government (General) Regulations 2021* (NT), Local Buy's LGA Arrangements similarly exempt Northern Territory local governments from certain procurement requirements.

This means that local governments in Queensland and the Northern Territory do not have to undertake any default tender/quote process when engaging a contractor under Local Buy Construction Arrangements LB313, LB314, LB329 and LB331, saving significant time, resources and money for both local governments and contractors alike.

4. Interpretation of this document

4.1 Interpretation

Items that are capitalised and are not defined in this document are given the same meaning as defined in the Local Buy construction contract suite for the Construction Arrangements.

4.2 Definitions

- a) **Construction Arrangements** means the arrangements as listed under section 5 of this document;
- b) **Major Works Contract** means the construction contract template document of that same name under each of the Construction Arrangements;
- c) **Medium Works Contract** means the construction contract template document of that same name for each of the Construction Arrangements;
- d) **Minor Works Contract** means the construction contract template document of that same name for each of the Construction Arrangements;
- e) **Specification** means the specification document referred to in Schedule A of this document;

5. Overview of Construction Arrangements

After discussions and consultation with internal and external stakeholders and buyers, Local Buy has split out the Construction Arrangements into four segment Local Buy LGA Arrangements. These are:

LB313 – Road & General Civil Construction: Encompassing a broad range of services, the LB313 Construction Arrangement can be utilised for all road, bridge and general civil construction and maintenance (during the Defects Liability Period) requirements. Whilst roadwork is the primary focus, landfill and marine/river works are also included.

LB314 – Water, Sewerage, Stormwater Infrastructure: Incorporates six broad service categories, allowing buyers to utilise the LB314 Construction Arrangement for all water, sewerage and stormwater infrastructure construction and maintenance (during the Defects Liability Period) requirements.

LB329 – Building & Construction – Commercial: Includes general construction (construct only / design and construct) for commercial buildings, fit outs and associated works. It also caters for all office and building fit out requirements, Visual Interactive Infographic Platforms and demolition and asbestos removal.

LB331 – Building & Construction – Residential: The LB331 Building & Construction Residential Construction Arrangement provides for the Building and Construction – Residential Housing, modular transportable prefabricated dwellings, apartment developments, building refurbishment and non-habitable building structures.

Schedule A details the service categories within each of the aforementioned Arrangement's scope.

6. General Contract Requirements | 'Building Work' and 'Domestic Building Work'

This section focuses on requirements for commercial and domestic contracts under the

Queensland Building & Construction Commission Act 1991 (Qld) (the QBCC Act). The requirements, as stipulated in the QBCC Act, will only be triggered if the work under the Contract fits within the definition of 'building work', which is a broadly defined term.

Under the QBCC Act, 'building work' means:

- the erection or construction of a building; or
- the renovation, alteration, extension, improvement or repair of a building; or
- the provision of lighting, heating, ventilation, air conditioning, water supply, sewerage or draining in connection with a building; or
- any site work (including the construction of retaining structures) related to work of a kind referred to above); or
- the preparation of plans, or specifications for the performance of building work; or
- contract administration carried out by a person in relation to the construction of a building designed by the person; or
- fire protection work; or
- mechanical services work; or
- carrying out site testing and classification in preparation for the erection or construction of a building on the site; or
- carrying out a completed building inspection; or
- the inspection or investigation of a building, and the provision of advice or a report of the following:
 - Termite management systems for the building; or
 - Termite infestation in the building.

Please refer to the QBCC Act and regulations for the applicable terms and how they are defined in full.

If any element of a project contains 'building work', it will be within scope of the QBCC Act, and accordingly, the parties must ensure that they adhere to the contract requirements (amongst other things) of the QBCC Act as outlined below.

However, certain types of works are expressly excluded from the 'building work' definition. These include (but not limited to):

- work priced less than \$3,300; or
- construction, maintenance, or repair of a public road or tunnel for a road, public bikeway, footpath, or a tunnel for a public bikeway or footpath; or
- construction, maintenance, or repair of a public bridge; or
- erection of scaffolding; or
- construction work in mining; or
- work for curtains, binds, and internal window shutters, laying carets, floating floors or vinyl; or

- work consisting of earthmoving and excavating.

Please refer to the QBCC Act and regulations for the full list of exclusions for ‘building work’ and other exceptions for requirement to be licensed under the QBCC Act.

Local Buy’s Construction Arrangements (LB313, LB314, LB329 and LB331) service categories (set out in **Schedule A**) may contain Works that can be classified as ‘building work’. Principals should assess whether or not the specific scope of Works under a project (or an element of them) could be classified as ‘building works’ to ensure compliance with any requirements under the QBCC Act.

Principals should take seek appropriate advice on the application of the QBCC Act to the project in question.

Contract Requirements – ‘building work’ generally

Before any ‘building work’ can be undertaken in Queensland, the QBCC Act requires contracts for building work to be in writing. This includes head contracts, subcontracts and sub-subcontracts.

The value of the project will determine *when* the written contract must be signed by (although as a general principle, best practice is to ensure there is an executed contract is entered into prior to work of any kind commences):

Contract Value	Requirement
More than \$10,000.	Written contract must be signed <i>prior to</i> the ‘building works’ commencing.
Less than \$10,000.	Written contract must be signed before the ‘building works’ are completed.
Variations that take a <\$10,000 contract over the \$10,000 threshold.	Variation must be signed prior to the variation of ‘building works’ being conducted.

To ensure compliance with the QBCC Act (QBCC Act s 67(G)(4)), a ‘building contract’ must contain:

- scope of building works;
- where the building works are to be completed;
- contract sum (if fixed) or methodology for calculating contract sum;
- agreement on any retention amounts or security required under the contract (or otherwise, the contract should stipulate securities are N/A;

- name of the building contractor conducting the works, as well as their QBCC licence number; and
- address where the works are to be conducted.

General Contract Requirements - ‘domestic building works’

Where ‘domestic building work’ is being undertaken, and the value of works is over \$3,300, the parties must adhere to Schedule 1B of the QBCC Act.

Schedule 1B, section 4 of the QBCC Act defines ‘domestic building work’ broadly as:

- the erection or construction of a detached dwelling (and associated work); or
- the renovation, alteration, extension, improvement or repair of a home (and associated work); or
- removal or re-siting work for a detached dwelling;
- the installation of a kit home at a building site; and
- provision of services or facilities (and associated works) to the home or property on which the home is situated (e.g. lighting, heating, ventilation, air-conditioning, water supply, sewerage and drainage etc.).

The value of the ‘domestic building works’ will impact the specific contract requirements.

Contract Value	Requirement
More than \$3,301 but less than \$19,999.	Must be a ‘level 1 regulated contract’ in place prior to commencing the domestic building work.
More than \$20,000.	Prior to any domestic building work commencing, the contractor must provide: <ol style="list-style-type: none"> 1) QBCC-prepared Consumer Building Guide <i>prior</i> to signing the contract; and 2) an executed copy of a written ‘level 2 regulated contract’.

The minimum requirements of a level 1 and level 2 regulated contract is as follows:

Level 1 Regulated Contract	Level 2 Regulated Contract
<i>QBCC Act - Schedule 1B, s 13</i>	<i>QBCC Act - Schedule 1B, s 14</i>
- names of the parties;	- names of the parties;

<ul style="list-style-type: none"> - building contractor's licence number; - description of the works; - any plans and specifications of the works; - the contract price or methodology for calculating contract sum; - date the works must be completed, or how that date is to be determined; and - a conspicuous notice advising the building owner of the owner's right to withdraw from the contract (outlined below). 	<ul style="list-style-type: none"> - building contractor's licence number; - description of the works; - any plans, specifications, including plans and specifications required for carrying out the work in compliance with authorisations, as required by law (such as development approvals); - the contract price or methodology for calculating contract sum; - the start date and date of completion for the works, or how that date is to be determined; - any statutory warranties that apply; and - a conspicuous notice advising the building owner of the owner's right to withdraw from the contract (outlined below).
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Under the QBCC Act, the building contractor must, within five days:

- (a) provide a signed copy of the entire contract to the Principal; or
- (b) provide a copy of the QBCC Building Guide to the Principal.

Failure to do so will entitle the Principal to withdraw from the contract, subject to any relevant exceptions outlined in the QBCC Act.

7. Overview: Local Buy's Construction Contract Suite

Important Note:

Local Buy's suite of construction contracts are **not** mandatory for councils to use when engaging a supplier through LB313, LB314, LB329 or LB331. Councils are free to utilise any contract conditions it chooses.

Local Buy may periodically update these guidance notes & contract templates to reflect legislative changes and align with current industry standards. Users can access the latest contract documents for the relevant Local Buy Construction Arrangement

through VendorPanel or by reaching out to Local Buy directly. Users should ensure that they are referencing/utilising the most up to date versions.

As a value add for Queensland and Northern Territory local governments (and other approved buyers), Local Buy has developed bespoke construction contracts for LB313, LB314, LB329 and LB331.

Each Arrangement will have a Major Works, Medium Works and Minor Works contract template that has been developed by Local Buy in collaboration with **Norton Rose Fulbright Australia**. These contracts are available for Queensland and (to the extent they are participating in the Construction Arrangement) Northern Territory local governments (and other approved buyers). These are accessible free of charge.

A key advantage of Local Buy's construction contract suite is that the contract templates are uniform across all Local Buy Construction Arrangements. Local governments and other approved buyers will be able to familiarise themselves with these contract documents, allowing for consistency.

8. Contract Selection

Local Buy offers a comprehensive suite of construction contracts to support the needs of projects across the entire risk and value spectrum, from straightforward, low-risk works to large-scale, high-risk, multi-million-dollar projects.

Each Construction Arrangement (LB313, LB314, LB329 and LB331) includes a Major Works Contract, Medium Works Contract, and Minor Works Contract. Selecting the right contract is vital to the success of any construction project, as it must align with the project's size, complexity, risk profile, and specific requirements.

As a general guide, Local Buy have developed a Local Buy contract selection matrix as a starting point for diagnosing which Local Buy contract to select for a project.

A copy of the contract selection matrix can be found against each of the LB313, LB314, LB329 and LB331 Construction Arrangements in VendorPanel. Alternatively, please contact Local Buy directly for a copy.

Please note the contract selection matrix is not intended to be a complete system for determining which contract should be used for a project and does not take account of all issues Principals may need to take into account. It is a general guide only. Principals

should undertake their own comprehensive review to assess the project as a whole to inform the choice of contract.

9. Outline of Major, Medium & Minor Works Contracts

For ease of use, Local Buy have developed an outline of each contract template to help local governments (and other approved buyers) familiarise the make-up of each contract template.

For **Major Works Contract** outline: Refer Schedule B.

For **Medium Works Contract** outline: Refer Schedule C.

For **Minor Works Contract** outline: Refer Schedule D.

10. Contract Checklist

Construction contracts can be complex to pull together. For this reason, Local Buy have developed a general checklist to assist preparing Local Buy's contract templates.

Please see **Schedule G** for the contract completion checklist.

11. Contract Template Annexures

For ease of reference, the below table is a summary of the contract annexures found in the various contracts and its purpose.

Annexure Title	Contract type	Applicability	Description
Formal Instrument of Agreement	Major, Medium and Minor Works	To be completed for each project	The Formal Instrument of Agreement details the Contract parties, establishes the overarching terms and conditions applicable to the Works, and identifies the documents forming part of the Contract.
Contract Conditions	Major, Medium and Minor Works	To be completed for each project.	The Contract conditions contains the general terms and conditions of Contract applicable to the project.

Annexure Title	Contract type	Applicability	Description
Annexure - Document Particulars	Major, Medium and Minor Works	To be completed for each project.	This annexure contains the particulars to be completed for each project. These are the key variables and details that need to be completed for each project. These must be completed to ensure relevant provisions in the Contract operate properly.
Annexure - Optional Clauses	Major, Medium and Minor Works	Complete on project by project basis.	This annexure contains a list of optional clauses that can be selected to apply to the Contract, depending on the nature of the project. Refer to comments below.
Annexure - Unconditional Undertaking	Major and Medium Works	Template annexure that does not need to be amended for a project.	This annexure provides the approved form of an unconditional undertaking to be provided by the Contractor as a preferred form of Security. This form of unconditional undertaking is often called a 'bank guarantee' when issued by a bank and 'insurance bond' when issued by an insurer.
Annexure - Technical Requirements	Major, Medium and Minor Works	To be completed for each project.	This annexure will contain the scope of Works for the project and any other technical documents (including the Principal's Project Requirements). It is important for this annexure to be completed in a sufficient level of detail and accuracy to ensure the parties are aligned on the scope of Works for the project.
Annexure - Design Requirements	Major and Medium Works	To be completed for each project.	<p>This annexure will contain the design requirements for the project. This may be a list of drawings and technical documents, or alternatively, if a large number of drawings and technical documents are to be provided by the Principal, the annexure could reference a document transmittal number.</p> <p>This annexure includes the Prior Design (being any designs that have been completed by the Principal (or third parties engaged by the Principal) prior to the Contract) and the</p>

Annexure Title	Contract type	Applicability	Description
			Preliminary Design (being the initial design to be developed further by the Contractor).
Annexure - Principal Supplied Information	Major and Medium Works	Complete on project by project basis.	This annexure will list any relevant documents or information that are to constitute Principal-Supplied Information (being information provided for convenience and a non-reliance basis).
Annexure - Subcontractor Deed of Novation	Major and Medium Works	Template annexure that will apply where the Contract has been completed as required for the project.	Pursuant to clauses 3.5(1) and 3.5(4), this deed of novation is to be used where Subcontractors are being novated from the Principal to the Contractor. Novated Subcontractors need to be nominated in the Contract.
Annexure - Subcontractor Side Deed	Major Works	Template annexure that will apply where the Contract has been completed as required for the project.	Pursuant to clause 3.5(6), this Subcontractor side deed is to be used when certain Subcontractors are engaged by the Contractor in connection with work under the Contract (for example, high value or high risk Subcontract Works). These Subcontractors need to be nominated in the Contract.
Annexure - Deed of Warranty	Major Works	Template annexure that will apply where the Contract has been completed as required for the project.	This annexure contains the approved form of warranty which must be provided to the Superintendent by the Contractor as a precondition of Practical Completion.
Annexure - Consultant Certificate	Major and Medium Works	Template annexure that will apply where the Contract has been completed as	This annexure contains the approved form of consultant certificate which must be supplied from each design Consultant stating that the Works as completed are in accordance with the Design Documents.

Annexure Title	Contract type	Applicability	Description
		required for the project.	
Annexure - Statutory Declaration - Payment Claim	Major and Medium Works	Template annexure that will be applicable for all projects.	This annexure includes the form of statutory declaration the Contractor must provide to the Principal as part of each Payment Claim.
Annexure - Statutory Declaration - Final Payment Claim	Major and Medium Works	Template annexure that will be applicable for all projects.	This annexure includes the form of statutory declaration the Contractor must provide to the Principal as part of the Final Payment Claim.
Annexure - Statutory Declaration - Subcontractor	Major and Medium Works	Template annexure that will be applicable for all projects.	This annexure includes the form of statutory declaration the Contractor must ensure its Subcontractor provide to the Principal when requested.
Annexure - Commencement Notice	Major, Medium and Minor Works	Template annexure that will be applicable for all projects using QLD LB331 template.	<i>Applicable only to QLD LB331</i> This annexure contains the form of Commencement Notice required to be signed by the Contractor and given to the Principal within 10 Business Days of starting the Works at the Site.
Annexure - Contract Sum	Minor Works	To be completed for each project.	This annexure contains all items contained within the Contract Sum.
Appendix - Methodology and Resourcing Documents	Major, Medium and Minor Works	Complete on project by project basis.	This annexure will include any relevant Methodology and Resourcing Documents such as draft plans, draft program, organisation structure, lists of proposed subcontractors and anything else from the Contractor's tender that the Principal would like to have recorded as being offered or proposed by the Contractor (and which should be binding on the Contractor) without affecting the Principal's rights or obligations under the Contract.

Annexure Title	Contract type	Applicability	Description
Appendix - Construction Management Plan	Major, Medium and Minor Works	Complete on project by project basis.	This annexure will include relevant Construction Management Plan documents.

12. Special Conditions | Optional Clauses | Precedent Clauses

Special Conditions

Parties may incorporate Special Conditions into each of the contract templates, as required. These should be inserted in the applicable Annexure in the applicable contract template.

Please Note - *The contract conditions are not a complete set of terms for every situation or party. Requirements like Queensland Government Ethical Supplier standards or obligations under third-party agreements (e.g., financier agreements) must be considered individually. Any Special Conditions to be included should properly take account of the drafting in the remainder of the template and should be agreed upon by the parties and included in the Special Conditions annexure. Any amendment of the templates (including through Special Conditions) should be done with great care and obtaining specialist advice as to whether it is suitable for a particular project and the user's needs and circumstances.*

Optional Clauses

Local Buy's suite of construction contracts each contain an annexure titled 'Optional Clauses'. These clauses are commonly used provisions in construction contracts but may not be applicable to every project.

It is recommended that these optional clauses are carefully reviewed and considered to assess whether the optional clauses are relevant to the project (e.g. is there a design obligations / is there asbestos on site etc.).

Principals are required to indicate whether the various optional clauses are incorporated into the agreement by indicating "Yes" or "No" against each clause in the 'Document Particulars' annexure.

Please see **Schedule E** for a list of optional clauses and reasoning for when they may need to be enlivened.

Precedent Bank

For convenience, Local Buy has incorporated a number of precedent clauses that Principal's may choose to utilise, depending on the project and the Principal's specific needs and circumstances. From time-to-time, Local Buy may update this bank of precedence clauses.

Please see **Schedule F** for the precedent bank clauses and reasoning for when they may need to be enlivened.

Schedule A - LB313, LB314, LB329 and LB331 Categories

Next Page.

LB313 - Road and General Civil Infrastructure Categories

Category	Scope, service elements and requirements (including but not limited to):
Road Construction & Maintenance	<p>Tiers: Suppliers in this category are appointed to one of two tiers:</p> <ul style="list-style-type: none"> • Tier 1 – Suppliers with current Austroads PQC; • Tier 2 – Suppliers without current Austroads PQC. <p>Indicative scope: Construction, maintenance and installation activities and associated work pertaining to the following, are included in, but not limited by this Specification:</p> <ul style="list-style-type: none"> • Roads; • Bridges; • Aerodromes; • Car parks and hardstands; • Culverts; • Intersections; • Kerb and channel; • Footpaths and bikeways; • Provision of associated work, including: <ul style="list-style-type: none"> ○ Piling, ○ Manhole covers, ○ Gully pits, ○ Kerb/channels, ○ Drainage, ○ Landscaping, ○ Signage, ○ Guideposts, ○ Guardrails & barriers, ○ Linemarking, ○ Traffic management, ○ Work zone barriers/temporary road markers, ○ Speed bumps and traffic calming, ○ Associated civil construction, maintenance and related work as defined by the relevant Purchaser. • Supply of all required materials, including but not limited to; Bitumen, Asphalts, concrete, soil, aggregates and eco-friendly/recycled materials. <p>Additional work: Additional work may be carried out as a component of road construction/maintenance projects, i.e. a supplier in this category may provide (for example) line-marking as a component of a</p>

Category	Scope, service elements and requirements (including but not limited to):
	road construction project (using internal resources or through a sub-contractor), however stand-alone additional works are not included in scope, ie a dedicated line-marking company is not eligible for appointment to this category.
Road Resurfacing (Sealed Roads)	<p>Tiers: Suppliers in this category are appointed to one of two tiers:</p> <ul style="list-style-type: none"> • Tier 1 – Suppliers with current Austroads PQC including asphalt supply, and/or a current TMR Calibrated Sprayer Certificate; • Tier 2 – Suppliers without current Austroads PQC, and without a current Calibrated Sprayer Certificate in the relevant State/Territory. <p>Indicative scope: Construction, maintenance and installation activities, and associated works, pertaining to the following, are included in, but not limited by this Specification:</p> <ul style="list-style-type: none"> • Provision of bitumen and asphalt product, including supply, storage & handling, transport, heating, sampling & testing, etc; • Application of bitumen and asphalt product, including placement, spraying, spreading, rolling, compaction, etc; • Aerodrome resurfacing; • Preparation of road base and existing surfaces; • Profiling; • Aggregate spreading and distribution; • Insitu pavement stabilisation; • Crack filling and pothole repairs; • Joints, corrective courses and tie-ins to existing pavement; • Associated work around manhole covers, gully pits, kerb/channels and other structures; • Provision of associated work, including: <ul style="list-style-type: none"> ○ Traffic control signals and signs, ○ Guide posts, ○ Guardrails, ○ Linemarking, ○ Landscaping; • Provision of associated products and additives, including Adhesion and Anti Stripping agents, Aggregate, Binders, Cutter Oil, Emulsions, Fillers, Flux, Strain Alleviating Fabric Strips, Primer Seals, Tack Coat, etc; • Associated road resurfacing work as defined by the relevant Purchaser.

Category	Scope, service elements and requirements (including but not limited to):
	<p>Additional work: Additional work may be carried out as a component of road construction/maintenance projects, i.e. a supplier in this category may provide (for example) line-marking as a component of a road resealing project (using internal resources or through a sub-contractor), however stand-alone additional works are not included in scope, ie a dedicated line-marking company is not eligible for appointment to this category.</p>
<p>Unsealed Road Construction & Maintenance</p>	<p>Indicative scope: Construction, maintenance and installation activities pertaining to the following, are included in, but not limited by this Specification:</p> <ul style="list-style-type: none"> • Maintenance grading (light, medium and heavy); • Removal of grass and vegetation; • Application of water; • Roller compaction; • Stabilisation; • Scarifying/ripping of surface; • Addition of imported gravel and other materials; • Gravel resheeting (importing, laying & compaction of gravel); • Repair of potholes, rutting, scouring, corrugations; • Treatment of drains, including table/surface drain cleaning; • Culvert cleaning and maintenance; • Associated work, including: <ul style="list-style-type: none"> ○ Signs, guideposts, guardrails & barriers, etc, ○ Traffic management, ○ Work zone barriers/ temporary road markers; • Supply of all required materials, including but not limited to; gravel & aggregate, soil, concrete, and eco-friendly/recycled materials; • Inclusion of recycled/repurposed materials for road construction to support Purchaser’s stated environmental outcomes; • Associated unsealed road construction and maintenance work as defined by the relevant Purchaser. <p>Additional work: Additional work may be carried out as a component of unsealed road construction/maintenance projects, i.e. a supplier in this category may provide (for example) guardrail installation as a component of an unsealed road maintenance project (using internal</p>

Category	Scope, service elements and requirements (including but not limited to):
	resources or through a sub-contractor), however stand-alone additional works are not included in scope, ie a dedicated guardrail installation company is not eligible for appointment to this category.
Guardrail and Road Safety Barriers	<p>Internal capability: For appointment to this category, Suppliers must have internal capability to provide and install guardrail and road safety barriers and shall not primarily deliver these products/services through a sub-contracted third party.</p> <p>Indicative scope: Installation, construction and maintenance activities pertaining to guardrails and road safety barriers that may be provided under this arrangement include, but are not limited to:</p> <ul style="list-style-type: none"> • Longitudinal barriers (permanent & temporary): <ul style="list-style-type: none"> ○ Concrete barrier, ○ Steel beam, ○ Steel barrier, ○ Wire rope, ○ Plastic, water filled; • End treatments (permanent & temporary): <ul style="list-style-type: none"> ○ Gating, ○ Extruder head cover, ○ Redirective crash cushion, ○ Non-redirective systems, ○ Plastic water filled crash cushion; • Other road safety barrier devices: <ul style="list-style-type: none"> ○ Gates, ○ Bollards, ○ Motorcyclist protection, ○ Pole cushion, ○ Blocking pieces; • Temporary workzone protection; • Supply of all associated items including beams, rails, posts, ends, connectors, gates, blocking pieces, etc; • Associated guardrail and road safety barrier work as defined by the relevant purchaser. <p>Guardrail and road safety barriers provided and/or installed through this category shall meet the following requirements:</p> <ul style="list-style-type: none"> • Participating State/Territory Road Authority has assessed and considers acceptable (subject to appropriate design and installation) for use on the state controlled road network.

Category	Scope, service elements and requirements (including but not limited to):
	<ul style="list-style-type: none"> The Austroads Safety Barrier Assessment Panel (ASBAP) has assessed and considers acceptable in accordance with AS/NZS 3845.2:2017. <p>Road safety barrier selection and design for Queensland must comply with the TMR Road Planning and Design Manual 2nd Edition Volume 3, Part 6.</p> <p>Please note: Suppliers appointed to (1) Road Construction & Maintenance, (2) Road Resurfacing and (3) Unsealed Roads categories may provide guardrail and road safety barriers (internally or through a sub-contracted third party), for projects awarded under those categories.</p>
Line Marking	<p>Internal capability: For appointment to this category, Suppliers must be specialist line marking organisations, or organisations with internal line marking capability, and shall not primarily supply these services through a sub-contracted third party.</p> <p>Indicative scope: Suppliers appointed to this category may deliver a range of line marking services for various applications, including but not limited to roads, highways, hardstands, car parks and airports.</p> <p>Supply and installation/application of line marking as described is included in, but not limited by this Specification:</p> <ul style="list-style-type: none"> Pavement markings: <ul style="list-style-type: none"> Setting out, Surface preparation (incl removal of existing pavement markings), Spotting, Application of pavement markings, Paint and glass beads, Thermoplastic material, Cold applied plastic (CAP); Longitudinal lines and transverse markings; Raised pavement markers; reflective and non-reflective, retros reflective, permanent, temporary, illuminated; Pavement bars; Specialist markings, including bike lanes with approved colouring; Audio tactile line marking (ATLM);

Category	Scope, service elements and requirements (including but not limited to):
	<ul style="list-style-type: none"> • Compliance testing to ensure that the Works comply with the Contract, including the requirements of Participating State/Territory Road Authority Technical Specification; • Removal of line marking and pavement markers; • Other line marking products, services and equipment as required by the relevant purchaser. <p>All work completed shall fully comply with the purchaser's specified requirements and all relevant legislative requirements, including:</p> <ul style="list-style-type: none"> • Manual of Uniform Traffic Control Devices; • TMR Traffic and Road Use Management Manual Signage and Pavement Marking specification; • Civil Aviation Safety Authority, Manual of Standards – Aerodromes. <p>Please note: Suppliers appointed to (1) Road Construction & Maintenance, and (2) Road Resurfacing categories may provide associated line marking services (internally or through a sub-contracted third party), for projects awarded under those categories.</p>
<p>Landfill Construction & Rehabilitation</p>	<p>Indicative scope: Suppliers appointed to this category may deliver a range of civil construction, maintenance and installation services relating to landfills and associated infrastructure and systems, including but not limited to:</p> <ul style="list-style-type: none"> • Landfill construction and maintenance: <ul style="list-style-type: none"> ○ Subgrade, ○ Liners (including clay, geosynthetics, geomembranes, geotextiles), ○ Management and recovery of groundwater and surface water, ○ Leachate collection, extraction and treatment, ○ Gas and odour control, ○ Monitoring wells, ○ Drains and bund walls, ○ Sediment control features, ○ Landfill capping, ○ Rehabilitation and aftercare; • Associated landfill infrastructure: <ul style="list-style-type: none"> ○ Gatehouses and weighbridges, ○ Roads, gates, fencing;

Category	Scope, service elements and requirements (including but not limited to):
	<ul style="list-style-type: none"> • Landfill biogas extraction, flaring and power generation systems: <ul style="list-style-type: none"> ○ Extraction wells and piping, ○ Condensate chambers, ○ Flares, ○ Renewable power generation utilising landfill biogas. <p>These activities are excluded from the scope of this category:</p> <ul style="list-style-type: none"> • Landfill design and environmental monitoring consulting services. These activities are included in LB312 Engineering and Environmental Consultancy Services; • Management of operational landfills.
Marine and River Civil Works	<p>Indicative scope: Marine and river infrastructure construction and maintenance activities pertaining to, but not limited to:</p> <ul style="list-style-type: none"> • Water storage facilities, dams, reservoirs, weirs, lagoons etc, • Piling, • Dredging, • Creek realignment and desilting, • Revetment walls, • Sea walls, • Bank stabilisation, • Erosion prevention & remediation, • Piers and jetties, • Boat ramps and water access facilities, • Navigational aids, • Associated marine and river civil work as defined by the relevant purchaser.
General Civil Construction	<p>Indicative scope: Local Governments and other approved purchasers have a diverse range of civil construction and maintenance requirements. This category includes general civil construction and maintenance activities not outlined in other categories in this LB313 Construction Arrangement, including but not limited to:</p> <ul style="list-style-type: none"> • Open spaces and parkland development; • Flood mitigation works; • Retaining walls; • Other general civil construction and maintenance activities, and related work, as defined by the relevant purchaser.

LB314 - Water, Sewerage and Stormwater

Infrastructure Categories

Category	Scope, service elements and requirements (including but not limited to):
<p>Pipeline Installation and Upgrades</p>	<p>Indicative scope: Installation and maintenance of pipework of various sizes and materials, including associated equipment and structures, including for example valves, access for inspection and maintenance, pits, etc.</p> <p>Whilst this category is primarily intended for key areas of Council and water authority responsibility including water supply, sewerage and stormwater systems, however it may be utilised for pipework installation for any purpose, including for example fire hydrants, service conduits and gas lines. It includes all aspects of pipework installation, including:</p> <ul style="list-style-type: none"> • Supply of required materials, including pipes, flanges, connections, valves, etc; • Trenching / earthworks; • Bedding material; • Full installation of pipes and/or associated equipment and structures in accordance with the manufacturer’s specified requirements; • Marking labels and tape; • Backfill, compaction and cover. <p>Please note: Separate category for <i>Water & Sewerage Treatment and Pumping</i>.</p> <p>Indicative applications include, but are not limited to:</p> <p>Water supply (reticulation)</p> <ul style="list-style-type: none"> • Services; • Mains / trunks; • Connections / junctions / branches; • Meters; • Valves; • Access for inspection and maintenance. <p>Sewers</p>

	<ul style="list-style-type: none"> • Gravity, pressure and vacuum systems; • Drains; • Mains / Trunks; • Rising mains; • Connections / junctions / branches; • Overflow relief gullies; • Detention ponds; • Access for inspection and maintenance. <p>Stormwater</p> <ul style="list-style-type: none"> • Drains; • Mains / trunks; • Connections / junctions / branches; • Gully pits; • Chambers (incl pump-out chambers); • Stormwater treatment and filtering, including for example: <ul style="list-style-type: none"> ○ Gross pollutant traps, ○ Swales, ○ Infiltration trenches, ○ Sediment ponds, ○ Constructed wetlands, • Table drains; • Detention basins; • Tanks; • Access for inspection and maintenance. <p>Other</p> <ul style="list-style-type: none"> • Associated construction and maintenance activities as required by the purchaser.
<p>Trenchless Pipeline Installation</p>	<p>Trenchless installation of pipework of various sizes and materials, including by the following methods:</p> <ul style="list-style-type: none"> • Directional drilling; • Pipe jacking / microtunnelling; • Underboring; • Pipe bursting; • Hydro / vacuum excavation; • Tunnel boring. <p>Suppliers appointed to this category must have internal trenchless pipeline installation capability. This category is not intended for suppliers intending to engage an external sub-contractor to carry out this work. Suppliers appointed to the</p>

	<p>“Pipeline Installation and Upgrades” category may engage a trenchless pipeline sub-contractor to carry out work under the Contract for projects released under that category.</p>
Pipeline Inspections	<p>Survey and condition assessment of pipelines and coatings, including preparation of reports and prioritisation of maintenance, including but not limited to:</p> <ul style="list-style-type: none"> • CCTV inspection; • Pressure testing; • Leak detection; • Stress assessment; • Remaining life assessment; • Other associated services as required by purchasers.
Pipeline Relining and Rehabilitation	<p>Relining and rehabilitation of water mains, sewer mains and stormwater drainage (internal capability).</p> <p>Pipe relining and rehabilitation activities pertaining to, but not limited to:</p> <ul style="list-style-type: none"> • CCTV inspection; • Pipe cleaning; • Survey and condition assessment of pipe installations; • Joint testing and sealing; • Robotic applied pipe repairs; • Pipe relining. Inclusive of various techniques such as point lining, patch lining, lateral lining, cured-in-place lining, slip lining, fold and formed lining, spiral wound lining and reinforced lining; • Chemical root treatment; • Maintenance hole relining, coating, sealing & general rehabilitation; • Culvert relining, rehabilitation and repair; • Arrestor/grease trap cleaning and rehabilitation. <p>Customer requirements may include, but are not limited to:</p> <ul style="list-style-type: none"> • Furnishing all materials, equipment and supervision and performing all work necessary to rehabilitate (incorporating design, construction and testing (where defined by the Customer) of the designated works; • Componentry of varying diameters and sizes and hydraulic capacities. • Rehabilitation of asbestos cement pipes;

	<ul style="list-style-type: none"> • Demonstration of load testing, water tightness, pressure testing, water absorption, infiltration etc. <p>Suppliers appointed to this category must have internal pipeline relining and rehabilitation capability. This category is not intended for suppliers to engage an external sub-contractor to carry out this work. Suppliers appointed to the “Pipeline Installation and Upgrades” category may engage a trenchless pipeline sub-contractor to carry out work under the Contract for projects released under that category.</p>
<p>Water and Sewerage Treatment & Pumping</p>	<p>Construction, installation, equipment supply & servicing, maintenance and repair of water and sewerage infrastructure, plant and facilities including but not limited to:</p> <ul style="list-style-type: none"> • Water storage (tanks, dams, weirs, and levees); • Water treatment; • Water pumping; • Desalination; • Sewage storage; • Sewage treatment; • Sewage pumping; • Effluent reuse; • SCADA <ul style="list-style-type: none"> ○ Sensors and actuators, ○ Field controllers, ○ RTUs and PLCs, ○ Supervisory computers, ○ HMI software, ○ Communication infrastructure.
<p>Bores</p>	<p>Construction and maintenance activities pertaining to, but not limited to:</p> <ul style="list-style-type: none"> • Bores; • Taking of groundwater; • Associated equipment, incl bore casing, pumps and pipework; • Bore testing and disinfection.

LB329 - Building & Construction – Commercial Construction & Fit Out (inc: Asbestos, Demo) Categories

<p style="text-align: center;">CATEGORIES</p>	<p>Elements of indicative services per category including but not limited to: (please refer to the QBCC and National Building Code for your project specific requirements)</p>
<p>Commercial Construction & Associated works</p> <p><i>(Must provide QBCC Licence)</i></p>	<ul style="list-style-type: none"> • Offices, shops, restaurants & cafes, • Sporting, • Health care, • Assembly & aged care, • Warehouses, storage, carparks, factories, • Office buildings for professional and/or commercial purposes such as offices for whole of government agencies, accountants or lawyers, • Shops, restaurants and cafes – places for the sales of retail goods. i.e.: dining room, bar, shop or kiosk part of a hotel or motel, hairdresser or barber shop, public laundry, marketing show room, funeral parlour, shopping centre, • A building which is for storage or display of goods or produce for sale by wholesale, • A building which is a carpark, • Museum, • Stadiums, • Factories – buildings used for production, assembling, altering, repairing finishing, packing or cleaning of goods or produce, • Includes: mechanic workshop, abattoir, laboratory, depots health care buildings such as hospitals and days surgery clinics, • Buildings where people assemble for social, political, theatrical, religious, or civic projects eg: churches, schools, universities, sports facilities, night clubs, • All associated work under the Contract.

CATEGORIES	Elements of indicative services per category including but not limited to: (please refer to the QBCC and National Building Code for your project specific requirements)
<p>Public Infrastructure inc Playground, Jetties & Waterparks</p> <p><i>(Must provide QBCC Licence)</i></p>	<ul style="list-style-type: none"> • Landscapes of all shapes and forms, • Retaining walls, • Including streetscapes, • Boardwalks, • Buildings and other structures, • Sporting facilities, playgrounds, parklands and water play areas, • Beachfront development, • Jetty development, • All associated work under the Contract.
<p>Office & Building Fit Out - General</p> <p><i>(Must provide QBCC Licence)</i></p>	<ul style="list-style-type: none"> • Office & Building fit out including: <ul style="list-style-type: none"> ○ Office spaces, ○ Reception / workstations, ○ Healthcare and medical fit out, ○ Educational facilities, ○ Animal depots, ○ Depots, ○ Amenities / parents rooms etc, ○ Kitchens, ○ Displays and exhibitions, ○ Meeting rooms, ○ Breakout areas, ○ Wellness / first aid / WPH&S areas, ○ Libraries, ○ Schools & university, ○ Community centres & art galleries, ○ Museums, ○ Event centres, ○ Sporting centres / stadiums, ○ Partitions and carpentry, ○ Windows doors and hardware, ○ Painting and colour match, ○ Plumbing & Hydraulic, ○ Electrical and data cabling, ○ Security,

CATEGORIES	Elements of indicative services per category including but not limited to: (please refer to the QBCC and National Building Code for your project specific requirements)
	<ul style="list-style-type: none"> ○ Building signage, ○ Furniture and workstation, ○ Flooring, ○ Accessibility / braille signage / tactile / DDA, ○ Lighting, ○ Telecommunications, ○ Hydraulics, ○ Smoke and Fire Engineering requirements, ○ Sound proofing, ○ Green star rating, ○ Wellness and fit for purpose – furniture and workstations, ○ Lifts interior fit outs and upgrade, ○ EV Charging stations and associated works including solar and battery requirements, ○ All associated work under the Contract.
<p>Building Fit Out - Visual Interactive Infographic Platform</p> <p><i>(Must provide QBCC Licence where applicable)</i></p>	<p>Build / construction / renovation including:</p> <ul style="list-style-type: none"> ● Art gallery, ● Museum, ● Learning and teaching, ● Information centres, ● Visual tours, ● Storey telling displays and platforms, ● Curators, ● Virtual visit setups, ● Displays, ● Interactive displays, ● Murals, ● Statues, ● Commissioned art pieces, ● Library interactive, ● Other intuitive displays and fit outs, ● Wayfinding, ● Artificial Intelligence (A.I.) applications, ● Future technology fit outs,

CATEGORIES	Elements of indicative services per category including but not limited to: (please refer to the QBCC and National Building Code for your project specific requirements)
	<ul style="list-style-type: none"> All associated work under the Contract.
<p>Demolition Works</p> <p><i>(Must have a current demolition licence / certificate)</i></p> <p>https://www.worksafe.qld.gov.au/licensing-and-registrations/work-health-and-safety-licences/what-licence-do-i-need/demolition</p>	<ul style="list-style-type: none"> Demolish & dismantle, Removal & dispose, Dismantle & dispose, Clearing, House / building & associated work under the Contract removal, House / building relocation, All associated work under the Contract,
<p>Asbestos Removal & Associated Works - Class A Licence</p> <p><i>(Must have a current licence)</i></p> <p>https://www.worksafe.qld.gov.au/licensing-and-registrations/asbestos-removal-and-licensing/asbestos</p> <p>https://worksafe.nt.gov.au/licensing-and-registration/asbestos</p>	<ul style="list-style-type: none"> Class A licence - asbestos removal, Friable asbestos & associated work under the Contract (and other hazardous materials) Asbestos removal, Testing and monitoring, Auditing and reporting, Management in all forms, Disposal in line with environmental & legislative requirements, All associated work under the Contract.
<p>Asbestos Removal & associated works - Class B Licence</p> <p><i>(Must have a current licence)</i></p> <p>https://www.worksafe.qld.gov.au/licensing-and-registrations/asbestos-removal-and-licensing/asbestos</p> <p>https://worksafe.nt.gov.au/licensing-and-registration/asbestos</p>	<ul style="list-style-type: none"> Class B licence - asbestos removal, Non-friable (bonded) asbestos (and other hazardous materials), Asbestos removal, Testing and monitoring, Auditing and reporting, Management in all forms, Disposal in line with environmental & legislative requirements, All associated work under the Contract

CATEGORIES	Elements of indicative services per category including but not limited to: (please refer to the QBCC and National Building Code for your project specific requirements)
<p>Asbestos Assessors</p> <p><i>(Must have a current licence)</i></p> <p>https://www.worksafe.qld.gov.au/licensing-and-registrations/asbestos-removal-and-licensing/asbestos</p> <p>https://worksafe.nt.gov.au/licensing-and-registration/asbestos</p>	<ul style="list-style-type: none"> • An independent licensed asbestos assessor is required to carry out air monitoring, clearance inspections and issuing clearance certificates for friable asbestos removal, • Auditing & reporting, • All associated work under the Contract.

LB331 – Building & Construction – Residential Categories

<p style="text-align: center;">CATEGORY</p>	<p>Elements of indicative services per category including but not limited to: (please refer to the QBCC Licencing and National Building Code for project specific requirements)</p>
<p>Modular, Transportable & Prefabricated Dwellings</p> <p><i>(Must provide QBCC Licence)</i></p>	<ul style="list-style-type: none"> • Demountable, modular, transportable (plug in), prefabricated housing, • Removable housing, • 3d build housing, • All associated work under the Contract including delivery and set up on Site.
<p>Construction - New Residential Housings & Associated Services</p> <p><i>(Must provide QBCC Licence)</i></p>	<ul style="list-style-type: none"> • Is a single dwelling being a detached house; or one of a group of attached dwellings being a town house, row house or the like, • Houses or dwellings of a domestic or residential nature—single or horizontally attached to other Class 1 buildings such as terrace houses, row houses, town houses, • Residential buildings, which is a common place of long term or transient living for a number of unrelated persons, such as – boarding house, hostel, backpackers’ accommodation, residential part of hotel, motel, school or detention centre, • Boarding house, guest house or hostel that has a floor area less than 300 m², and ordinarily has less than 12 people living in it. It can also be four or more single dwellings located on one allotment which are used for short-term holiday accommodation, • All associated works under the Contract.
<p>Apartment Buildings & Multi-use Accommodation.</p> <p><i>(Must provide QBCC Licence)</i></p>	<ul style="list-style-type: none"> • Apartment buildings – residential buildings containing two or more sole-occupancy units where people live above, beside or below each other, single storey attached dwellings where there is a common space below such as a basement carpark,

CATEGORY	Elements of indicative services per category including but not limited to: (please refer to the QBCC Licencing and National Building Code for project specific requirements)
	<ul style="list-style-type: none"> • Buildings could also be “care-type” facilities such as accommodation buildings for children, the elderly, or people with disability, • Part of a building that is a dwelling or residence with a non-residential building such as a caretaker’s residence in a hospital, • All associated work under the Contract.
Building Refurbishment & Remediation <i>(Must provide QBCC Licence)</i>	<ul style="list-style-type: none"> • Refurbishment of buildings and amenities, • Facilities upgrades, • All associated work under the Contract.
Non-Habitable Buildings, Structures, Private Bush Fire Shelters <i>(Must provide QBCC Licence)</i>	<ul style="list-style-type: none"> • Non-habitable buildings including sheds, carports, and private garages, • Structures such as fence, mast, antenna, retaining wall, swimming pool, • Private bushfire shelter, • All associated work under the Contract.

Schedule B – Major Works Contract | Outline

GUIDANCE NOTES

MAJOR WORKS

This guidance note is for Major Works contracts to provide a comprehensive overview of the critical elements involved in preparing and managing Works which would require the use of this Contract. Refer to the contract selection matrix for further guidance as to whether the particular Works is appropriate for a Major Works Contract.

Note to users: this guidance note is for the following **QLD** and **NT** Major Works Contract templates:

LB 329 – Building and Construction – Commercial Construction and Fit-Out

LB 331 – Building and Construction – Residential

LB 314 – Water, Sewerage, and Stormwater Infrastructure Construction and Maintenance

LB 313 – Road and General Civil Construction and Maintenance

Where there are any differences between the templates, these have been identified.

The Optional Clauses relevant for the Major Works Contracts are as follows. Please refer to **Schedule E** for a detailed explanation of each clause and when it would be enlivened.

- Work on, to or impacting adjoining properties or Existing Improvements (only for Qld LB329);
- NGERS;
- Design obligations;
- Rise and fall;
- Obligations to benefit Site Owner;
- Asbestos;
- Trustee limitation of liability;
- Superintendent's Representative;
- Project control group;
- Bill of Quantities; and
- Priced Bill of Quantities.

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1. Formal Instrument of Agreement

The main purpose of the Formal Instrument of Agreement is to:

- 1 evidence the parties entering into the Contract (including what documents are to constitute the Contract);
- 2 establish the terms and conditions applying to the work to be carried out by the Contractor under the Contract; and
- 3 identify all documents forming part of the Contract.

The purpose of these guidance notes is to provide advice on how to complete the Formal Instrument of Agreement.

Guidance notes

Principal	The full name and details of the Principal are pre-populated by default. The Principal's details should not be amended without internal authorisation and obtaining specialist advice.
Contractor	The full name and details of the Contractor should be completed, including the Contractor's ACN / ABN. This should be completed when a Contractor has been selected and the parties are preparing the Contract for execution. Appropriate checks need to be made regarding the proper description of the Contractor (including ASIC searches).
Agreed Terms	Sub clause 1.1(4) should contain the project description.
Contract Sum	The Contract Sum should be inserted here.
Documents forming part of the Contract	<p>The Principal should check that it is happy for the documents to have priority in the order they appear in clause 5 of the Formal Instrument of Agreement, if there is any inconsistency between the documents. For example, if the design requirements contain a more specific, detailed description of the Works to be carried out than the technical requirements, the design requirements might be considered to be listed before the technical requirements in clause 5 of the Formal Instrument of Agreement, so the design requirements will have precedence.</p> <p>NOTE: The documents comprising the Contract should only describe the Works which the Contractor is to perform and the terms and conditions under which the Contractor is to perform the Works.</p>

	<p>Documents that should <u>not</u> be included as forming part of the Contract include:</p> <ul style="list-style-type: none"> (a) tender documents (including the tender conditions and requests for clarification); (b) other pre-contractual correspondence; and (c) the Principal Supplied Information, <p>as these documents ordinarily do not set out the Works which the Contractor is to perform and the terms and conditions under which the Contractor is to perform the Works. Furthermore, Principal Supplied Information should be given to the Contractor pursuant to subclause 9.1(9) of the general conditions of contract.</p>
<p>Documents <u>not</u> forming part of the Contract</p>	<p>It is important for the Principal to note that not all documents form part of the Contract and some are included for identification purposes only (e.g. the documents included in (or only referred to in) in the annexures).</p> <p>In this section (where applicable), the Principal should list out any specific documents which are not to form part of the Contract but which are to be inserted into the Contract to reflect what the Contractor has provided e.g. a program, a pricing reference document etc.</p>
<p>Exclusion of QBCC Act provision</p>	<p>Note: This only applies to the Qld Construction Arrangements.</p> <p>The Principal should ensure that at the time that the Contract is circulated for execution, that both parties also initial the Contract in clause 6.3 of the Formal Instrument of Agreement. By initialling this clause, the parties agree that the Principal may withhold security/retention greater than 5% of the contract price after 'practical completion' (as that term is used in the QBCC Act).</p> <p>NOTE: The Principal should always ensure this section is initialled, even if the contract particulars indicate (or it is the Principal's intention) that security/retention should not exceed 5%. The reason for this is that the Contract includes other provisions which entitle the Principal to retain amounts for various reasons which may inadvertently breach the 5% limit over the term of the Contract.</p>
<p>Contractor's Corporate Warranties</p>	<p>If any of the Contractor's corporate warranties change due to the corporate structure of the Contractor, this clause should be updated to reflect this.</p>
<p>Execution block</p>	<p>The full name of the Contractor should be completed, including their ACN / ABN. The Principal's details will have already been pre-populated and should not be changed without obtaining specialist advice.</p> <p>If the Contractor is a trust, agent or other entity (not being a Corporations Act company with an ACN), then the Principal should consider whether</p>

the execution block should be changed. Please obtain specialist advice in this regard.

NOTE: the execution block allows for a number of different ways for the Contractor to sign:

- (a) by a Corporations Act company under section 127 of the Corporations Act (the most common method generally) either by a director and company secretary, or by a sole director or sole company secretary; or
- (b) by way of its duly authorised representative.

2. Annexure Part A – Documentation Particulars

The purpose of these guidance notes is to provide advice on how to complete each Item in Annexure A. Annexure A will be completed and issued as part of the tender documents and, subject to any amendments, will be incorporated into the Contract.

Guidance notes

1 Document Particulars

Item	1.1	Principal	The Principal's full name and ACN/ABN must be completed prior to Contract execution. This should always align with the Formal Instrument of Agreement and execution blocks.
	1.2	Contractor	The Contractor's details must be completed in full prior to Contract execution. This should include their full name, and ACN/ ABN. This should always align with the Formal Instrument of Agreement and execution blocks.
	1.3	Contract Sum	<p>This item is relevant only to Qld LB331</p> <p>If the Contract Sum is fixed, enter "is" in the space provided and specify the lump sum amount in the space provided (exclusive of GST). This is the agreed-upon total amount for the work under the Contract. If the Contract Sum is not fixed, enter "is not" in the space provided. Then need to detail how the Contract Sum is to be calculated, selecting the appropriate method based on the terms of Annexure A:</p> <p>If Item 2.3 of Annexure A indicates that a Schedule of Rates is part of the Contract, the Contract Sum should be calculated by applying the rates set out in the Schedule of Rates to the part of the Works specified under the Contract. For the balance of the Works, provide the lump sum amount in the space provided (exclusive of GST). Alternatively, if the Schedule of Rates applies to the entire</p>

			<p>scope of Works, calculate the Contract Sum by applying the rates set out in the Schedule of Rates to the whole of the Works.</p> <p>If there are other methods to calculate the Contract Sum (e.g., cost reimbursement or a different formula), ensure these are clearly detailed in this section (noting that the Special Conditions may also be used to supplement the detail).</p> <p>If applicable, provide the Contractor's reasonable estimate of the Contract Sum in the space provided (where the Contract Sum is not fixed).</p> <p>Please ensure the appropriate sections are completed, and any alternatives not applicable to the Contract are deleted.</p>
	1.3	Contract Documents	<p>This item has been prepopulated to refer to the documents listed in clause 5.1 of the Formal Instrument of Agreement (FIA). Clause 5.1 of the FIA contains the complete list of the documents which form part of the Contract. The order of these documents should be considered for each project to ensure it reflects the desired order of precedence. Note, the Contractor's tender should generally not be included as a Contract Document – this can instead be included as a Methodology and Resourcing document (see below).</p>
	1.4	Documents not forming part of the Contract	<p>This item has been prepopulated to refer to the documents listed in clause 5.3 of the FIA. This refers to other material which is relevant to the project, but that does not form part of the Contract. This includes Methodology and Resourcing Documents (see below) and any management plans. Clause 5.3 of the FIA will need to be considered and completed for each project.</p>
	1.5	Optional Clauses	<p>This item sets out the optional clauses which can be enlivened in the Contract depending on the nature of the project. Refer to comments below which sets out a description of each optional clause and when it may need to be enlivened.</p>
	1.6	Site Area Plan	<p>This item will set out a plan which shows the Site Area. This can be done by way of reference to a plan/site map, or by including a copy of the plan/site map.</p> <p>This should be completed for each project.</p>
	1.7	Principal's Project Requirements Documents	<p>The Principal's Project Requirements (PPR) are the specifications and scope of Works for the project. This has been broken into two key sections, the 'Technical Requirements' and the 'Design Requirements' (refer to</p>

			description of the annexures above). The PPR will need to be developed for each project.
	1.8	Relevant Documents	Any 'Relevant Documents' should be listed in this item. A Relevant Document is a separate document which contains some requirement which is relevant to the project or the nature of the Works. This should be considered on a project by project basis, and may be marked with 'Not Applicable' if there are no Relevant Documents.
	1.9	Policies and Plans	This item should list any specific Policies and Plans of the Principal the Contractor must comply with. The definition of Policies and Plans has been drafted broadly by intention, but the Principal should include any specific requirements as required. This should be considered on a project by project basis, and may be marked with 'Not Applicable' if there are no Policies and Plans.
	1.10	Methodology and Resourcing Documents	<p>This item should list any specific Methodology and Resourcing Documents.</p> <p>These documents are a tool for the benefit of the Principal and the Superintendent that can be used for the purposes of (a) defining the minimum requirements to be fulfilled by the Contractor in complying with the Contract, (b) assessing any Claim, including Claims for extra costs (including delay costs) or for an extension of time; (c) undertaking a valuation under clause 18.1 of the Contract; and (d) holding the Contractor to important parts of their tender (without affecting the Principal's rights or obligations).</p> <p>This should be considered on a project by project basis, and may be marked with 'Not Applicable' if there are no Methodology and Resourcing Documents.</p>
	1.11	Principal Supplied Information	This item refers to Annexure G, which will set out any Principal Supplied Information. Refer to the description of the annexures above. This should be considered on a project by project basis, and the annexure may be marked with 'Not Applicable' if there is no Principal Supplied Information.
	1.12	Contractor's Reliance Information	<p>This item effectively has the opposite intention of Item 1.11 above. In this item, the Principal may list out specific documents and the purpose/extent for which the document may be relied upon by the Contractor.</p> <p>Contractor Reliance Information are those documents that have been provided by the Principal as part of the tender documentation that do not specify the requirements for the work under the Contract (i.e. they are not Contract documents), but they are documents which contain</p>

information that may be relied upon by the tenderer as part of its tender (e.g. in pricing or developing its construction program or design). An example might be a geotechnical report prepared by or on behalf of the Principal.

This item should only be completed in limited circumstances by the Principal prior to any tender documentation release and only with great care to ensure the Principal does not expose itself to unnecessary risks of Claims for inaccuracy or incompleteness affecting those documents.

It is inherently risky for the Principal to provide such information (even with the protections in subclause 12.12(5) of the general conditions of contract). The Principal will need to carefully review the documents that it would specifically require tenderers to rely on (if any). It is not the Principal's preferred approach and should not be immediately accepted by the Principal if bid-back by tenderers.

In order for the Contractor to be able to claim reliance on any of the Contractor Reliance Information, tenderers should complete item 1.12 by outlining both the document and the extent to which it has relied on the information in that document in its tender. The Principal will then, as part of its tender evaluation, determine whether to accept or reject the information included in item 1.12 as Contractor Reliance Information.

To the extent that the Principal accepts the documents as Contractor Reliance Information, the Principal will be liable for any increase in the contract sum or additional time as a result of any inaccuracy of factual information set out in the Contractor Reliance Information in accordance with subclause 12.12(5) of the General Conditions of Contract.

If there no Contractor Reliance Information, item 1.12 should be completed with the words 'Not applicable'.

Where the Contractor wishes to rely on more than just the factual information contained in Contractor Reliance Information, the Principal should not accept this position. It is Principal's position that the tenderers should take the risk of relying on opinions, recommendations or interpretation of facts specified in the Contractor Reliance Information.

1.13	Pricing Reference Documents	<p>This item should list out any specific 'pricing reference documents' which are not to form part of the Contract (i.e. it does not specify rights and obligations of the parties) but which are to be inserted into the Contract for identification purposes and may be used by the Superintendent for the purposes of assessing the value of Price Adjustments or calculating progress payments or otherwise making determinations pursuant to the Contract to the extent the Superintendent, in its discretion, decides to do so. This may include a Schedule of Rates or a Bill of Quantities where the documents are not used in the Contract for the purposes of determining the Contract Sum (see item 1.3 above) – seek specialist advice as required.</p> <p>This should be considered on a project by project basis, and the annexure may be marked with 'Not Applicable' if there are no pricing reference documents.</p>
1.14	Principal Obtained Approvals	<p>Under the Contract the Contractor is required to satisfy all Legal Requirements other than those which are listed out in this item or which the Superintendent otherwise directs are to be satisfied by or on behalf of the Principal.</p> <p>Accordingly, if the Principal is responsible for obtaining any approvals, permits, licences or otherwise, such matters should be listed in this item. For example, if the Principal is responsible for obtaining a development application, then this should be included in this item.</p> <p>This list will depend on the nature of the project and the Principal should carefully consider this list and only specify those approvals or other Legal Requirements (if any) which the Principal will obtain or satisfy at its own cost and expense.</p> <p>If the Contractor is responsible for obtaining all approvals and Legal Requirements, this item should be completed with the words 'Not applicable'.</p>
1.15	Contractor Management Plans	<p>This item will set out the management plans that the Contractor is required to develop and maintain under the Contract for the project.</p> <p>This should be considered on a project by project basis.</p>
1.16	Preliminary Design	<p>This item cross refers to Annexure F. The Preliminary Design is any design which the Principal has completed itself or through a third party prior to the Contract. If applicable, Annexure F should be completed setting out the list of Preliminary Design documents. If there is no</p>

			Preliminary Design, then the relevant section in Annexure F should be marked 'Not Applicable'.
	1.17	Dilapidation Survey	<p>This item requires a selection to be made as to whether the Contractor is or is not required to complete a Dilapidation Investigation. If yes it selected, the Principal must list the requirements for the Dilapidation Investigation.</p> <p>This should be considered on a project by project basis.</p>

2 Payment Particulars

Item			
	2.1	Contract Sum	<p>Note: This item is not applicable to Qld LB331.</p> <p>This item contains the Contract Sum for the project.</p> <p>This item contains options, whereby the Contract Sum is determined based on:</p> <ul style="list-style-type: none"> • a lump sum figure; • a mixture of a lump sum amount and a Schedule of Rates; or • Schedule of Rates. <p>The alternatives which do not apply should be deleted.</p> <p>This item should be completed for each project.</p>
	2.2	Differences in quantities	<p>This item is only relevant if there is a Schedule of Rates for the Contract.</p> <p>This item should list an accepted percentage range of variability for the quantity of an item of work under the Contract.</p>
	2.3	Limits of accuracy	<p>This item is only relevant if there is a Schedule of Rates basis for determining the Contract Sum under the Contract.</p> <p>In the event an item of work under the Contract is greater or less than the range agreed in item 2.2 above, this item will then list the acceptable limit of accuracy for a quantity in the Schedule of Rates, and only if the quantity is outside the acceptable range will the Contractor be entitled to a Variation for the difference.</p>
	2.4	Schedule of Rates	This item is an election as to whether a Schedule of Rates is or is not included should be selected.
	2.5	Bill of Quantities	This item is an election as to whether a Bill of Quantities is or is not included should be selected. If it

			<p>is included, the item provides a further election as to whether the Bill of Quantities is or is not priced and when the Bill of Quantities must be lodged by.</p> <p>Use of a Bill of Quantities as the basis for payment should be done with specialist advice as it will lead to the Contract being paid on a remeasurement basis.</p>
	2.6	Claim Precondition Obligation	<p>This item lists the Claim Precondition Obligations to payment under the Contract. Under the Contract, the entitlement to make a Claim for payment will not arise until the Contractor has satisfied all Claim Precondition Obligations.</p> <p>The Claim Precondition Obligations should be considered on a project by project basis.</p> <p>This item should not be amended without specialist advice as the wording has been drafted to align with relevant legislation.</p>
	2.7	Provisional Sums	<p>This item should list those items to which a Provisional Sum applies, and the additional percentage to be applied to the cost of the Provisional Sum work under the Contract which is to be paid to the Contractor for its profit and attendance, where any part of such work under the Contract or item is carried out or supplied by a subcontractor.</p> <p>This should be considered on a project by project basis (if applicable).</p>
	2.8	Rated Provisional Sum Work	<p>This item should list any provisional sum items which are to be priced based on rates (rather than a lump sum for the provisional sum item).</p> <p>This should be considered on a project by project basis (if applicable).</p>
	2.9	Profit Percentage	<p>This item should list the percentage to apply to the amount for profit and overhead when calculating increases or decreases to the Contract Sum for any Price Adjustments.</p> <p>This item should be completed for each project.</p>
	2.10	Unfixed plant or materials	<p>If the Principal intends to make payments for Unfixed Plant and Materials, this item should list those items of Unfixed Plant and Materials for which the Contractor may Claim payment despite these items not being incorporated in the Works.</p>

			<p>Please note that there is risk to the Principal in paying for items of Unfixed Plant and Materials because if the Contractor becomes insolvent, the Principal may never receive those items. The standard practice is for the Principal not to make payment in respect of Unfixed Plant and Materials.</p> <p>This should be considered on a project by project basis.</p>
	2.11	Overhead and Preliminaries Percentage	<p>This item should list the percentage to be used when calculating the value of Overheads and Preliminaries when calculating increases or decreases to the Contract Sum for any Price Adjustments.</p> <p>This item should be completed for each project.</p>
	2.12	Supporting Material	<p>This item should list additional material which the Contractor is required to provide before being entitled to make a Claim for payment.</p> <p>This item should be completed for each project.</p>
	2.13	Statutory Declarations	<p>This item should list the statutory declarations that the Contractor must provide before being entitled to make a Claim for payment. This is a way for the Principal to manage risk of insolvency of the Contractor and any subcontractors.</p> <p>This item should be completed for each project.</p>
	2.14	Maximum Daily Delay Rate	<p>This item should list the cap on the daily delay rate, meaning the Contractor cannot Claim a delay rate above the listed rate.</p> <p>This item should be completed for each project.</p>
	2.15	Payment Amounts	<p>If a milestone amount is payable for any Claim for payment (including time related milestones or performance related milestones), this item should be completed with the relevant condition of the milestone and the milestone amount.</p> <p>If milestone payments are not utilised under the Contract, this item can be marked as 'Not Applicable'.</p>
	2.16	Certificates	<p>This item should list the certificates (if any) that the Contractor must provide before being entitled to make a Claim for payment.</p> <p>This item should be completed for each project.</p>

	2.18	Required Reports	<p>This item should list the reports (if any) that the Contractor must provide before being entitled to make a Claim for payment.</p> <p>This item should be completed for each project.</p>
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3 Time Particulars

Item	3.1	Date for Practical Completion	<p>This item should specify the date, or period from a specified date, by which the Principal requires the Contractor to achieve Practical Completion.</p> <p>This item should be completed for each project.</p>
	3.2	Date for Construction Commencement	<p>This item should specify the date, or period from a specified date, by which the Principal requires the Contractor to begin Construction Commencement.</p> <p>This item should be completed for each project.</p>
	3.3	Date for Design Commencement	<p>This should specify the date, or period from a specified date, by which the Principal requires the Contractor to begin design commencement.</p> <p>This item should be completed for each project.</p>
	3.4	Allowed Access Delay Period	<p>This item should list a period of time in which the Principal must provide the Contractor access to the Site Area to commence Works. If this time has lapsed then the Contractor may Claim a Time Adjustment.</p> <p>This item should be completed for each project.</p>
	3.5	Liquidated Damages Rate	<p>This item should specify the Liquidated Damages Rate. The rate can either be a specified amount per day, calculated through a specified formula, or a combination of both (provided this is made clear- seek specialist advice if required).</p> <p>Item 3.5 should not be completed as 'Nil' or 'Not Applicable' as this may affect the Principal's ability to claim general law damages.</p> <p>If the Principal does not wish to claim liquidated damages but wishes to retain its right to general law damages, item 3.5 should be completed with the words 'No liquidated damages apply but the Principal's right to claim general law damages is preserved'.</p>
	3.6	Claimable Delays	<p>This item lists the events which entitled the Contractor to Claim a Time Adjustment (but not necessarily a Price Adjustment). Only if the event is also included in item 3.7 will the Contractor be entitled to a Time Adjustment and a Price Adjustment.</p>

			These events should be considered on a project by project basis.
	3.7	Compensable Cause	<p>This item should list any events which entitle the Contractor to Claim a Time Adjustment as well as a Price Adjustment. This can be completed by reference to the paragraph number(s) in item 3.6.</p> <p>These events should be considered on a project by project basis.</p>

4 General Particulars

Item	4.1	Deemed Latent Condition	<p>This item should set out any Deemed Latent Conditions, being Site conditions which the parties pre-agree to be a Latent Condition under the Contract (meaning the Contractor is entitled to a Time Adjustment and potentially a Price Adjustment).</p> <p>This should be considered on a project by project basis.</p>
	4.2	Excluded Site Conditions	<p>This item should set out any Excluded Site Conditions, being site conditions which the parties agree to not be considered as a Latent Condition (meaning the Contractor has no entitled to a Time Adjustment or Price Adjustment).</p> <p>This should be considered on a project by project basis.</p>
	4.3	Contractor's Representative	This item should specify the Contractor's Representative under the Contract.
	4.4	Defects Liability Period	<p>This item should be completed with the Defects Liability Period in which the Principal can require the Contractor to rectify defects that are discovered in the completed Works.</p> <p>This item should be completed for each project.</p>
	4.5	Payment Claim Dates	This item sets out the times when the Contractor may make a Claim for payment. This item should not be amended without specialist advice as the wording has been drafted to align with relevant legislation.
	4.6	Exclusions from Contractor's Design Obligations (if any)	<p>This item should set out any scope of Works relating to the design requirements that the Contractor is not required to complete.</p> <p>This should be considered on a project by project basis, and may be marked with 'Not Applicable' if there are no exclusions.</p>

4.7	Practical Completion Deliverables	<p>This item sets out the materials which must be delivered by the Contractor to achieve Practical Completion.</p> <p>This item should be completed for each project.</p>
4.8	Principal Approved Subcontractors	<p>This item should list Subcontractors that the Contractor must engage for the nominated Subcontract work under the Contract (and may do so without the Superintendent's approval).</p> <p>This should be considered on a project by project basis, and may be marked with 'Not Applicable' if there are no Principal Approved Subcontractors.</p>
4.9	Security	<p>This item specifies the form and amount of security that the Contractor is required to provide under the Contract.</p> <p>This should be considered on a project by project basis, and may be marked with 'Not Applicable' if there is no security from the Contractor under the Contract.</p>
4.10	Adjustment of Security	<p>If the Contract Sum comprises a lump sum, this item should be completed with the percentage the value of security is allowed to differ from the required value in item 4.9 before the Contractor is required to provide additional security to make up the difference.</p> <p>This should be considered on a project by project basis, and may be marked with 'Not Applicable' if there is no security from the Contractor under the Contract.</p>
4.11	Superintendent	<p>This item should be completed with the Superintendent's details.</p>
4.12	Key Personnel	<p>This item should be completed with the Key Personnel the Contractor will provide to undertake the Works. Their name and position should be provided.</p> <p>This should be considered on a project by project basis, and may be marked with 'Not Applicable' if there are no Key Personnel required.</p>
4.13	Performance Guarantee	<p>This item provides an election of whether a Performance Guarantee is or is not required, must be selected. This should be considered where the Contractor has a parent company, or where the Contractor is part of a corporate group.</p> <p>This should be considered on a project by project basis, and may be marked with 'Not Applicable' if a Performance Guarantee is not required.</p>

4.14	Works Insurance	<p>This item provides an election of whether Works Insurance is required to be effected by the Contractor (or by the Principal).</p> <p>This should be considered on a project by project basis.</p>
4.15	Minimum Works Insurance Amount	<p>If the Contractor is required to effect Works Insurance, this item should set out the minimum Works Insurance amount.</p> <p>This should be considered on a project by project basis.</p>
4.16	Minimum Public Liability Insurance	<p>This item should set out the minimum public liability insurance amount.</p> <p>This should be considered on a project by project basis.</p>
4.17	Minimum Vehicle Insurance Amount	<p>This item should set out the minimum vehicle insurance amount.</p> <p>This should be considered on a project by project basis.</p>
4.18	Minimum Professional Indemnity Insurance Amount	<p>This item should set out the minimum professional indemnity insurance amount.</p> <p>This should be considered on a project by project basis.</p>
4.19	Payment Address	<p>This item should set out the address for the Contractor to submit its Claims for payment. This should be an address which can be monitored closely by the Principal to ensure Claims for payment are not missed.</p> <p>This should be completed for each project.</p>
4.20	Principal Supplied Items	<p>This items should set out the Principal Supplied Items, being items that the Principal will supply to the Contractor for the performance of the Contractors Obligations.</p> <p>This should be considered on a project by project basis, and may be marked with 'Not Applicable' if there is no Principal Supplied Items.</p>
4.21	Accessed Site	<p>This item should include a description of the Accessed Site, being the parts of the Site Area which is not under the Contractor's control as 'principal contractor'.</p> <p>This can be done by way of reference to a plan/Site map, or by including a copy of the plan/Site map.</p> <p>This should be considered on a project by project basis, and if there is no Accessed Site (meaning the Contractor</p>

			is 'principal contractor' for the entire Site Area), then the item can be marked with 'Not Applicable'.
	4.22	QBCC licence	<p>Note: This is only applicable to the Qld Construction Arrangements where the work under the Contract includes "building work" under the QBCC Act.</p> <p>To the extent that the Contractor is required to be registered under the QBCC Act to perform the work under the Contract or the Works, the item should list the Contractor's QBCC license number.</p> <p>This should be considered on a project by project basis, and may be marked with 'Not Applicable' if the Contractor does not require a QBCC licence to perform the work under the Contract or the Works.</p>
	4.23	Intellectual Property Rights	<p>This item provides an election as to the arrangement for the ownership and licensing of Intellectual Property Rights that are created under the Contract.</p> <p>This should be completed for each project.</p>
	4.24	Documents and other deliverables to be delivered to the Superintendent after Practical Completion and time for delivery	<p>This item should list the specific documents or other deliverables that the Contractor must provide to the Superintendent after the Date of Practical Completion and their time for delivery.</p> <p>This should be completed for each project.</p>
	4.25	Special Warranties	<p>This item should list any special warranties applicable to work under the Contract, including the item of work under the Contract to which they apply, and their period of applicability. This may be relevant for an extended warranty on a particular good supplied as part of the Works.</p> <p>The form of warranty is included in Annexure J (see description above).</p> <p>This should be considered on a project by project basis, and may be marked with 'Not Applicable' if the Principal does not require any Special Warranties.</p>
	4.26	Address for Notices - Principal	<p>This item should list the address for notices for both the Principal and Contractor.</p> <p>This should be completed for each project.</p>

		- Contractor	
	4.27	Site Owners	<p>This item should set out any Site Owners, being entities which own or have an interest in the Site (other than the Principal). This is relevant for an optional clause (refer to comments below).</p> <p>This should be considered on a project by project basis, and may be marked with 'Not Applicable' if there are no Site Owners.</p>
	4.28	Other Stakeholder	<p>This item should set out any Other Stakeholders, being entities that are Site Owners or entities that will become the owner or occupier of the Works at or immediately following Practical Completion. This is relevant for an optional clause (refer to comments below).</p> <p>This should be considered on a project by project basis, and may be marked with 'Not Applicable' if there are no Other Stakeholders.</p>
	4.29	Subcontractors required to sign deed of novation	<p>This item should list certain Subcontractors that the Contractor must ensure sign a deed of novation in the event the Principal terminates the Contract or takes work under the Contract out of the Contractor's hands for any reason, or of the Principal gives the Contractor written notice requiring it to do so.</p> <p>The Principal should consider if there are any essential subcontractors that it would seek to engage to continue the Works.</p> <p>This should be considered on a project by project basis, and may be marked with 'Not Applicable' if the Principal considers there are no essential Subcontractors.</p>
	4.30	Novated Subcontractors	<p>This item should be completed with the names of any Subcontractors or consultants to be novated from the Principal to the Contractor. This would be relevant where, for example, the Principal has pre-ordered plant or equipment.</p> <p>The form of Deed of Novation is included in Annexure H (refer to comments above).</p> <p>This should be considered on a project by project basis, and may be marked with 'Not Applicable' if the Principal considers there are no Subcontractors or consultants which should be novated to the Contractor.</p>

4.31	Subcontractors required to sign Side Deeds	<p>This item should list any Subcontractors which the Principal requires to also execute a Subcontractor Side Deed, being a tripartite agreement between the Principal, the Contractor and the Subcontractor. This may be required where, for example, the particular Subcontract is for a high value or high risk scope of work, or where the Principal wishes to have direct rights and obligations against the Subcontractor.</p> <p>The form of Subcontractor Side Deed is included in Annexure I (refer to comments above).</p> <p>This should be considered on a project by project basis, and may be marked with 'Not Applicable' if the Principal considers there are no Subcontractors that require a Subcontractor Side Deed.</p>
4.32	Consultant Design Work Categories	<p>This item should list the categories of consultant work under the Contract that is required to be completed under the Contract. This will only be relevant if the design obligations are included in the Contract.</p>
4.33	Minimum Consultant's Professional Indemnity Insurance Amount	<p>This item should set out the details of each consultants' required level and duration of professional indemnity insurance. This may vary depending on the nature and value of the consultant work under the Contract.</p> <p>This should be considered on a project by project basis.</p>
4.34	Items of Maintenance	<p>Note: This is only applicable to Qld LB331.</p> <p>This item should detail any maintenance items that are required to be provided by the Contractor (whether before or after Practical Completion).</p>

5 Separable Portion Particulars

This section of the guidance notes provides advice on how to complete each item in the Separable Portions section of Annexure A.

A Separable Portion may be used where the scope of Works for the project can be divided into packages of work under the Contract. Each package (a Separable Portion) will be treated as its own discrete scope of work under the Contract. Accordingly, certain variables, such as the Date for Practical Completion and the liquidated damages rate, will vary for each Separable Portion.

Please note the following:

- 1 the items in the separable portions section of Annexure A are to be left blank unless Separable Portions apply;

- 2 the Separable Portions section of Annexure A is to remain in their current form;
- 3 the Principal will need to carefully define what work under the Contract and the Works which comprise each Separable Portion. This will ensure there is no overlap or gaps in the coverage of each Separable Portion. In this regard, there should always be a 'catch-all' Separable Portion which includes specific work under the Contract but also covers 'anything else' not specifically mentioned in the other Separable Portion descriptions. This 'catch-all' Separable Portion should be the one that is to be completed last. It can be described as follows:

'All work under the Contract and the Works, other than those the subject of other Separable Portions, and including the following work: [insert]'

6 Agreed Variations

This section of the guidance notes provides advice on how to complete each variation item in the Agreed Variations section of Annexure A.

An Agreed Variation is a pre-agreed Variation to the scope of work under the Contract, with a pre-agreed value and an agreed time for calling the Variation. This may be relevant where the Principal is unsure whether a package of work under the Contract will be required for the project, whereby the parties can agree the scope of work under the Contract and associated value upfront to avoid a Claim for Variation under the usual provisions during the project (noting nothing prevents the Principal / Superintendent from issuing a Variation in the usual course for an Agreed Variation).

Please note the following:

- 1 the items in the agreed variations section of Annexure A are to be marked as 'Not Applicable' unless there are agreed variations;
- 2 the Agreed Variation description should be completed with sufficient detail to ensure the parties are clear on the scope of work to be undertaken;
- 3 the date for calling the Agreed Variation should be considered to ensure the parties are clear on the anticipated timing for the performance of the Agreed Variation.

7 Milestone Particulars

This section of the guidance notes provides advice on the milestone regime under the Contract.

The Milestones are a means for the Principal to set checkpoints for completion of certain deliverables / scopes of work under the Contract during the project. If Milestones are to be used in the project, the table in Annexure A should be completed as follows:



Item	7.1	Milestone Number	The number of Milestones are to be inserted.
	7.2	Milestone Description	This item will include a description of the milestone.
	7.3	Date for Milestone Completion	The item will include the required Date for Milestone Completion for each Milestone.
	7.4	Requirements for Milestone Completion	This item will include the conditions that the Contractor must satisfy to reach Milestone Completion.
	7.5	Milestone Liquidated Damages Rate	<p>The item will include a rate for liquidated damages that the Contractor must pay to the Principal for late completion of a Milestone.</p> <p>If the Principal does not wish to Claim liquidated damages but wishes to retain its right to general law damages, item 7.5 should be completed with the words 'No liquidated damages apply but the Principal's right to claim general law damages is preserved'.</p>

If Milestones are not relevant for the project, then each item of the table can be marked with 'Not Applicable'.

Schedule C – Medium Works Contract | Outline

GUIDANCE NOTES

MEDIUM WORKS

This guidance note is for Medium Works Contracts to provide a comprehensive overview of the critical elements involved in preparing and managing Works which would require the use of this Contract. Refer to the contract selection matrix for further guidance as to whether the particular Works is appropriate for a Medium Works Contract.

Note to users: this guidance note is for the following **QLD** and **NT** Medium Works Contract templates:

LB 329 – Building and Construction – Commercial Construction and Fit-Out

LB 331 – Building and Construction – Residential

LB 314 – Water, Sewerage, and Stormwater Infrastructure Construction and Maintenance

LB 313 – Road and General Civil Construction and Maintenance

Where there are any differences between the templates, these have been identified.

The Optional Clauses relevant for the Medium Works Contracts are as follows. Please refer to **Schedule E** for a detailed explanation of each clause and when it would be enlivened.

- Work on, to or impacting adjoining properties or Existing Improvements (only for Qld LB329);
- NGERs;
- Design obligations;
- Rise and fall;
- Obligations to benefit Site Owner;
- Asbestos;
- Trustee limitation of liability;
- Superintendent's Representative;
- Bill of Quantities;
- Separate Contractors;
- Performance Guarantee;
- Direct payment of workers and Subcontractors by Principal;
- Maintenance obligations (except for Qld LB329);
- Buildability issues; and
- Commissioning.

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3. Formal Instrument of Agreement

The main purpose of the Formal Instrument of Agreement is to:

- 1 evidence the parties entering into the Contract (including what documents are to constitute the Contract);
- 2 establish the terms and conditions applying to the work under the Contract to be carried out by the Contractor under the Contract; and
- 3 identify all documents forming part of the Contract.

The purpose of these guidance notes is to provide advice on how to complete the Formal Instrument of Agreement.

Guidance notes

Principal	The full name and details of the Principal are pre-populated by default. The Principal's details should not be amended without internal authorisation and obtaining specialist advice.
Contractor	The full name and details of the Contractor should be completed, including the Contractor's ACN / ABN. This should be completed when a Contractor has been selected and the parties are preparing the Contract for execution. Appropriate checks need to be made regarding the proper description of the Contractor (including ASIC searches).
Agreed Terms	Sub clause 1.1(4) should contain the project description.
Contract Sum	The Contract Sum should be inserted here.
Documents forming part of the Contract	The Principal should check that it is happy for the documents to have priority in the order they appear in clause 5 of the Formal Instrument of Agreement, if there is any inconsistency between the documents. For example, if the design requirements contain a more specific, detailed description of the Works to be carried out than the technical requirements, the design requirements might be considered to be listed

	<p>before the technical requirements in clause 5 of the Formal Instrument of Agreement, so the design requirements will have precedence.</p> <p>NOTE: The documents comprising the Contract should only describe the Works which the Contractor is to perform and the terms and conditions under which the Contractor is to perform the Works.</p> <p>Documents that should <u>not</u> be included as forming part of the Contract include:</p> <ul style="list-style-type: none"> (a) tender documents (including the tender conditions and requests for clarification); (b) other pre-contractual correspondence; and (c) the Principal Supplied Information, <p>as these documents ordinarily do not set out the Works which the Contractor is to perform and the terms and conditions under which the Contractor is to perform the Works. Furthermore, Principal Supplied Information should be given to the Contractor pursuant to subclause 9.1(9) of the general conditions of contract.</p>
<p>Documents <u>not</u> forming part of the Contract</p>	<p>It is important for the Principal to note that not all documents form part of the Contract and some are included for identification purposes only (e.g. the documents included in (or only referred to in) in the annexures).</p> <p>In this section (where applicable), the Principal should list out any specific documents which are not to form part of the Contract but which are to be inserted into the Contract to reflect what the Contractor has provided e.g. a program, a pricing reference document etc.</p>
<p>Exclusion of QBCC Act provision</p>	<p>Note: This only applies to the Qld Construction Arrangements.</p> <p>The Principal should ensure that at the time that the Contract is circulated for execution, that both parties also initial the Contract in clause 6.3 of the Formal Instrument of Agreement. By initialling this clause, the parties agree that the Principal may withhold security/retention greater than 5% of the contract price after 'practical completion' (as that term is used in the QBCC Act).</p> <p>NOTE: The Principal should always ensure this section is initialled, even if the contract particulars indicate (or it is the Principal's intention) that security/retention should not exceed 5%. The reason for this is that the Contract includes other provisions which entitle the Principal to retain amounts for various reasons which may inadvertently breach the 5% limit over the term of the Contract.</p>
<p>Contractor's Corporate Warranties</p>	<p>If any of the Contractor's corporate warranties change due to the corporate structure of the Contractor, this clause should be updated to reflect this.</p>

Execution block

The full name of the Contractor should be completed, including their ACN / ABN. The Principal's details will have already been pre-populated and should not be changed without obtaining specialist advice.

If the Contractor is a trust, agent or other entity (not being a Corporations Act company with an ACN), then the Principal should consider whether the execution block should be changed. Please obtain specialist advice in this regard.

NOTE: the execution block allows for a number of different ways for the Contractor to sign:

- (a) by a Corporations Act company under section 127 of the Corporations Act (the most common method generally) either by a director and company secretary, or by a sole director or sole company secretary; or
- (b) by way of its duly authorised representative.

4. Annexure Part A – Documentation Particulars

The purpose of these guidance notes is to provide advice on how to complete each item in Annexure A. Annexure A will be completed and issued as part of the tender documents and, subject to any amendments, will be incorporated into the Contract.

Guidance notes

1 Document Particulars

Item	1.1	Principal	The Principal's full name and ACN/ABN must be completed prior to Contract execution. This should always align with the Formal Instrument of Agreement and execution blocks.
	1.2	Contractor	The Contractor's details must be completed in full prior to Contract execution. This should include their full name, and ACN/ ABN. This should always align with the Formal Instrument of Agreement and execution blocks.
	1.3	Contract Sum	<p>This item is relevant only to Qld LB331</p> <p>If the Contract Sum is fixed, enter "is" in the space provided and specify the lump sum amount in the space provided (exclusive of GST). This is the agreed-upon total amount for the work under the Contract. If the Contract Sum is not fixed, enter "is not" in the space provided. Then need to detail how the Contract Sum is to be calculated, selecting the appropriate method based on the terms of Annexure A:</p> <p>If Item 2.3 of Annexure A indicates that a Schedule of Rates is part of the Contract, the Contract Sum should be</p>

			<p>calculated by applying the rates set out in the Schedule of Rates to the part of the work under the Contract. For the balance of the Works, provide the lump sum amount in the space provided (exclusive of GST). Alternatively, if the Schedule of Rates applies to the entire scope of Works, calculate the Contract Sum by applying the rates set out in the Schedule of Rates to the whole of the Works.</p> <p>If there are other methods to calculate the Contract Sum (e.g., cost reimbursement or a different formula), ensure these are clearly detailed in this section (noting that the Special Conditions may also be used to supplement the detail).</p> <p>If applicable, provide the Contractor's reasonable estimate of the Contract Sum in the space provided (where the Contract Sum is not fixed).</p> <p>Please ensure the appropriate sections are completed, and any alternatives not applicable to the Contract are deleted.</p>
	1.3	Contract Documents	<p>This item has been prepopulated to refer to the documents listed in clause 5.1 of the Formal Instrument of Agreement (FIA). Clause 5.1 of the FIA contains the complete list of the documents which form part of the Contract. The order of these documents should be considered for each project to ensure it reflects the desired order of precedence. Note, the Contractor's tender should generally not be included as a Contract Document – this can instead be included as a Methodology and Resourcing document (see below).</p>
	1.4	Documents not forming part of the Contract	<p>This item has been prepopulated to refer to the documents listed in clause 5.3 of the FIA. This refers to other material which is relevant to the project, but that does not form part of the Contract. This includes Methodology and Resourcing Documents (see below) and any management plans. Clause 5.3 of the FIA will need to be considered and completed for each project.</p>
	1.5	Optional Clauses	<p>This item sets out the optional clauses which can be enlivened in the Contract depending on the nature of the project. Refer to comments below which sets out a description of each optional clause and when it may need to be enlivened.</p>
	1.6	Site Area Plan	<p>This item will set out a plan which shows the Site Area. This can be done by way of reference to a plan/Site map, or by including a copy of the plan/Site map.</p> <p>This should be completed for each project.</p>

1.7	Principal's Project Requirements Documents	The Principal's Project Requirements (PPR) are the specifications and scope of Works for the project. This has been broken into two key sections, the 'Technical Requirements' and the 'Design Requirements' (refer to description of the annexures above). The PPR will need to be developed for each project.
1.8	Relevant Documents	Any 'Relevant Documents' should be listed in this item. A Relevant Document is a separate document which contains some requirement which is relevant to the project or the nature of the Works. This should be considered on a project by project basis, and may be marked with 'Not Applicable' if there are no Relevant Documents.
1.9	Policies and Plans	This item should list any specific Policies and Plans of the Principal the Contractor must comply with. The definition of Policies and Plans has been drafted broadly by intention, but the Principal should include any specific requirements as required. This should be considered on a project by project basis, and may be marked with 'Not Applicable' if there are no Policies and Plans.
1.10	Methodology and Resourcing Documents	<p>This item should list any specific Methodology and Resourcing Documents.</p> <p>These documents are a tool for the benefit of the Principal and the Superintendent that can be used for the purposes of (a) defining the minimum requirements to be fulfilled by the Contractor in complying with the Contract, (b) assessing any Claim, including Claims for extra costs (including delay costs) or for an extension of time; (c) undertaking a valuation under clause 18.1 of the Contract; and (d) holding the Contractor to important parts of their tender (without affecting the Principal's rights or obligations).</p> <p>This should be considered on a project by project basis, and may be marked with 'Not Applicable' if there are no Methodology and Resourcing Documents.</p>
1.11	Principal Supplied Information	This item refers to Annexure G, which will set out any Principal Supplied Information. Refer to the description of the annexures above. This should be considered on a project by project basis, and the annexure may be marked with 'Not Applicable' if there is no Principal Supplied Information.
1.12	Contractor's Reliance Information	This item effectively has the opposite intention of Item 1.11 above. In this item, the Principal may list out specific documents and the purpose/extent for which the document may be relied upon by the Contractor.

Contractor Reliance Information are those documents that have been provided by the Principal as part of the tender documentation that do not specify the requirements for the work under the Contract (i.e. they are not Contract documents), but they are documents which contain information that may be relied upon by the tenderer as part of its tender (e.g. in pricing or developing its construction program or design). An example might be a geotechnical report prepared by or on behalf of the Principal.

This item should only be completed in limited circumstances by the Principal prior to any tender documentation release and only with great care to ensure the Principal does not expose itself to unnecessary risks of claims for inaccuracy or incompleteness affecting those documents.

It is inherently risky for the Principal to provide such information (even with the protections in subclause 12.12(5) of the general conditions of contract). The Principal will need to carefully review the documents that it would specifically require tenderers to rely on (if any). It is not the Principal's preferred approach and should not be immediately accepted by the Principal if bid-back by tenderers.

In order for the Contractor to be able to claim reliance on any of the Contractor Reliance Information, tenderers should complete item 1.12 by outlining both the document and the extent to which it has relied on the information in that document in its tender. The Principal will then, as part of its tender evaluation, determine whether to accept or reject the information included in item 1.12 as Contractor Reliance Information.

To the extent that the Principal accepts the documents as Contractor Reliance Information, the Principal will be liable for any increase in the Contract Sum or additional time as a result of any inaccuracy of factual information set out in the Contractor Reliance Information in accordance with subclause 12.12(5) of the general conditions of contract.

If there no Contractor Reliance Information, item 1.12 should be completed with the words 'Not applicable'.

Where the Contractor wishes to rely on more than just the factual information contained in Contractor Reliance Information, the Principal should not accept this position. It is Principal's position that the tenderers should take the

			<p>risk of relying on opinions, recommendations or interpretation of facts specified in the Contractor Reliance Information.</p>
	1.13	Pricing Reference Documents	<p>This item should list out any specific 'pricing reference documents' which are not to form part of the Contract (i.e. it does not specify rights and obligations of the parties) but which are to be inserted into the Contract for identification purposes and may be used by the Superintendent for the purposes of assessing the value of Price Adjustments or calculating progress payments or otherwise making determinations pursuant to the Contract to the extent the Superintendent, in its discretion, decides to do so. This may include a Schedule of Rates or a Bill of Quantities where the documents are not used in the Contract for the purposes of determining the Contract Sum (see item 1.3 above) – seek specialist advice as required.</p> <p>This should be considered on a project by project basis, and the annexure may be marked with 'Not Applicable' if there are no pricing reference documents.</p>
	1.14	Principal Obtained Approvals	<p>Under the Contract the Contractor is required to satisfy all Legal Requirements other than those which are listed out in this item or which the Superintendent otherwise directs are to be satisfied by or on behalf of the Principal.</p> <p>Accordingly, if the Principal is responsible for obtaining any approvals, permits, licences or otherwise, such matters should be listed in this item. For example, if the Principal is responsible for obtaining a development application, then this should be included in this item.</p> <p>This list will depend on the nature of the project and the Principal should carefully consider this list and only specify those approvals or other Legal Requirements (if any) which the Principal will obtain or satisfy at its own cost and expense.</p> <p>If the Contractor is responsible for obtaining all approvals and Legal Requirements, this item should be completed with the words 'Not applicable'.</p>
	1.15	Contractor Management Plans	<p>This item will set out the management plans that the Contractor is required to develop and maintain under the Contract for the project.</p> <p>This should be considered on a project by project basis.</p>
	1.16	Preliminary Design	<p>This item cross refers to Annexure F. The Preliminary Design is any design which the Principal has completed itself or through a third party prior to the Contract. If</p>

			applicable, Annexure F should be completed setting out the list of Preliminary Design documents. If there is no Preliminary Design, then the relevant section in Annexure F should be marked 'Not Applicable'.
	1.17	Dilapidation Survey	<p>This item requires a selection to be made as to whether the Contractor is or is not required to complete a Dilapidation Investigation. If yes it selected, the Principal must list the requirements for the Dilapidation Investigation.</p> <p>This should be considered on a project by project basis.</p>

2 Payment Particulars

Item	2.1	Contract Sum	<p>Note: This item is not applicable to Qld LB331.</p> <p>This item contains the Contract Sum for the project.</p> <p>This item contains options, whereby the Contract Sum is determined based on:</p> <ul style="list-style-type: none"> • a lump sum figure; • a mixture of a lump sum amount and a Schedule of Rates; or • Schedule of Rates. <p>The alternatives which do not apply should be deleted.</p> <p>This item should be completed for each project.</p>
	2.2	Differences in quantities	<p>This item is only relevant if there is a Schedule of Rates for the Contract.</p> <p>This item should list an accepted percentage range of variability for the quantity of an item of work under the Contract.</p>
	2.3	Limits of accuracy	<p>This item is only relevant if there is a Schedule of Rates basis for determining the Contract Sum under the Contract.</p> <p>In the event an item of work under the Contract is greater or less than the range agreed in item 2.2 above, this item will then list the acceptable limit of accuracy for a quantity in the Schedule of Rates, and only if the quantity is outside the acceptable range will the Contractor be entitled to a Variation for the difference.</p>
	2.4	Schedule of Rates	This item is an election as to whether a Schedule of Rates is or is not included should be selected.

2.5	Bill of Quantities	<p>This item is an election as to whether a Bill of Quantities is or is not included should be selected. If it is included, the item provides a further election as to whether the Bill of Quantities is or is not priced and when the Bill of Quantities must be lodged by.</p> <p>Use of a Bill of Quantities as the basis for payment should be done with specialist advice as it will lead to the Contract being paid on a remeasurement basis.</p>
2.6	Claim Precondition Obligation	<p>This item lists the Claim Precondition Obligations to payment under the Contract. Under the Contract, the entitlement to make a Claim for payment will not arise until the Contractor has satisfied all Claim Precondition Obligations.</p> <p>The Claim Precondition Obligations should be considered on a project by project basis.</p> <p>This item should not be amended without specialist advice as the wording has been drafted to align with relevant legislation.</p>
2.7	Provisional Sums	<p>This item should list those items to which a Provisional Sum applies, and the additional percentage to be applied to the cost of the Provisional Sum work under the Contract which is to be paid to the Contractor for its profit and attendance, where any part of such work under the Contract or item is carried out or supplied by a subcontractor.</p> <p>This should be considered on a project by project basis (if applicable).</p>
2.8	Rated Provisional Sum Work	<p>This item should list any provisional sum items which are to be priced based on rates (rather than a lump sum for the provisional sum item).</p> <p>This should be considered on a project by project basis (if applicable).</p>
2.9	Profit Percentage	<p>This item should list the percentage to apply to the amount for profit and overhead when calculating increases or decreases to the Contract Sum for any Price Adjustments.</p> <p>This item should be completed for each project.</p>
2.10	Unfixed plant or materials	<p>If the Principal intends to make payments for Unfixed Plant and Materials, this item should list those items of Unfixed Plant and Materials for which the Contractor</p>

			<p>may Claim payment despite these items not being incorporated in the Works.</p> <p>Please note that there is risk to the Principal in paying for items of Unfixed Plant and Materials because if the Contractor becomes insolvent, the Principal may never receive those items. The standard practice is for the Principal not to make payment in respect of Unfixed Plant and Materials.</p> <p>This should be considered on a project by project basis.</p>
	2.11	Overhead and Preliminaries Percentage	<p>This item should list the percentage to be used when calculating the value of Overheads and Preliminaries when calculating increases or decreases to the Contract Sum for any Price Adjustments.</p> <p>This item should be completed for each project.</p>
	2.12	Supporting Material	<p>This item should list additional material which the Contractor is required to provide before being entitled to make a Claim for payment.</p> <p>This item should be completed for each project.</p>
	2.13	Statutory Declarations	<p>This item should list the statutory declarations that the Contractor must provide before being entitled to make a Claim for payment. This is a way for the Principal to manage risk of insolvency of the Contractor and any Subcontractors.</p> <p>This item should be completed for each project.</p>
	2.14	Maximum Daily Delay Rate	<p>This item should list the cap on the daily delay rate, meaning the Contractor cannot Claim a delay rate above the listed rate.</p> <p>This item should be completed for each project.</p>
	2.15	Payment Amounts	<p>If a Milestone amount is payable for any Claim for payment (including time related Milestones or performance related Milestones), this item should be completed with the relevant condition of the Milestone and the Milestone amount.</p> <p>If Milestone payments are not utilised under the Contract, this item can be marked as 'Not Applicable'.</p>
	2.16	Certificates	<p>This item should list the certificates (if any) that the Contractor must provide before being entitled to make a Claim for payment.</p>

			This item should be completed for each project.
	2.18	Required Reports	<p>This item should list the reports (if any) that the Contractor must provide before being entitled to make a Claim for payment.</p> <p>This item should be completed for each project.</p>

3 Time Particulars

Item	3.1	Date for Practical Completion	<p>This item should specify the date, or period from a specified date, by which the Principal requires the Contractor to achieve Practical Completion.</p> <p>This item should be completed for each project.</p>
	3.2	Date for Construction Commencement	<p>This item should specify the date, or period from a specified date, by which the Principal requires the Contractor to begin Construction Commencement.</p> <p>This item should be completed for each project.</p>
	3.3	Date for Design Commencement	<p>This should specify the date, or period from a specified date, by which the Principal requires the Contractor to begin design commencement.</p> <p>This item should be completed for each project.</p>
	3.4	Allowed Access Delay Period	<p>This item should list a period of time in which the Principal must provide the Contractor access to the Site Area to commence the Works. If this time has lapsed then the Contractor may Claim a Time Adjustment.</p> <p>This item should be completed for each project.</p>
	3.5	Liquidated Damages Rate	<p>This item should specify the Liquidated Damages Rate. The rate can either be a specified amount per day, calculated through a specified formula, or a combination of both (provided this is made clear- seek specialist advice if required).</p> <p>Item 3.5 should not be completed as 'Nil' or 'Not Applicable' as this may affect the Principal's ability to claim general law damages.</p> <p>If the Principal does not wish to claim liquidated damages but wishes to retain its right to general law damages, item 3.5 should be completed with the words 'No liquidated damages apply but the Principal's right to claim general law damages is preserved'.</p>
	3.6	Claimable Delays	<p>This item lists the events which entitled the Contractor to Claim a Time Adjustment (but not necessarily a Price Adjustment). Only if the event is also included in item 3.7 will the Contractor be entitled to a Time Adjustment and a Price Adjustment.</p>

			These events should be considered on a project by project basis.
	3.7	Compensable Cause	<p>This item should list any events which entitle the Contractor to Claim a Time Adjustment as well as a Price Adjustment. This can be completed by reference to the paragraph number(s) in item 3.6.</p> <p>These events should be considered on a project by project basis.</p>

4 General Particulars

Item			
	4.1	Deemed Latent Condition	<p>This item should set out any Deemed Latent Conditions, being Site conditions which the parties pre-agree to be a latent condition under the Contract (meaning the Contractor is entitled to a Time Adjustment and potentially a Price Adjustment).</p> <p>This should be considered on a project by project basis.</p>
	4.2	Excluded Site Conditions	<p>This item should set out any Excluded Site Conditions, being Site conditions which the parties agree to not be considered as a Latent Condition (meaning the Contractor has no entitled to a Time Adjustment or Price Adjustment).</p> <p>This should be considered on a project by project basis.</p>
	4.3	Contractor's Representative	This item should specify the Contractor's Representative under the Contract.
	4.4	Defects Liability Period	<p>This item should be completed with the Defects Liability Period in which the Principal can require the Contractor to rectify defects that are discovered in the completed Works.</p> <p>This item should be completed for each project.</p>
	4.5	Payment Claim Dates	This item sets out the times when the Contractor may make a Claim for payment. This item should not be amended without specialist advice as the wording has been drafted to align with relevant legislation.
	4.6	Exclusions from Contractor's Design Obligations (if any)	<p>This item should set out any scope of Works relating to the design requirements that the Contractor is not required to complete.</p> <p>This should be considered on a project by project basis, and may be marked with 'Not Applicable' if there are no exclusions.</p>

4.7	Practical Completion Deliverables	<p>This item sets out the materials which must be delivered by the Contractor to achieve Practical Completion.</p> <p>This item should be completed for each project.</p>
4.8	Principal Approved Subcontractors	<p>This item should list Subcontractors that the Contractor must engage for the nominated Subcontract work under the Contract (and may do so without the Superintendent's approval).</p> <p>This should be considered on a project by project basis, and may be marked with 'Not Applicable' if there are no Principal Approved Subcontractors.</p>
4.9	Security	<p>This item specifies the form and amount of security that the Contractor is required to provide under the Contract.</p> <p>This should be considered on a project by project basis, and may be marked with 'Not Applicable' if there is no security from the Contractor under the Contract.</p>
4.10	Adjustment of Security	<p>If the Contract Sum comprises a lump sum, this item should be completed with the percentage the value of security is allowed to differ from the required value in item 4.9 before the Contractor is required to provide additional security to make up the difference.</p> <p>This should be considered on a project by project basis, and may be marked with 'Not Applicable' if there is no security from the Contractor under the Contract.</p>
4.11	Superintendent	<p>This item should be completed with the Superintendent's details.</p>
4.12	Key Personnel	<p>This item should be completed with the Key Personnel the Contractor will provide to undertake the Works. Their name and position should be provided.</p> <p>This should be considered on a project by project basis, and may be marked with 'Not Applicable' if there are no Key Personnel required.</p>
4.13	Performance Guarantee	<p>This item provides an election of whether a Performance Guarantee is or is not required, must be selected. This should be considered where the Contractor has a parent company, or where the Contractor is part of a corporate group.</p> <p>This should be considered on a project by project basis, and may be marked with 'Not Applicable' if a Performance Guarantee is not required.</p>

4.14	Works Insurance	<p>This item provides an election of whether Works Insurance is required to be effected by the Contractor (or by the Principal).</p> <p>This should be considered on a project by project basis.</p>
4.15	Minimum Works Insurance Amount	<p>If the Contractor is required to effect Works Insurance, this item should set out the minimum Works Insurance amount.</p> <p>This should be considered on a project by project basis.</p>
4.16	Minimum Public Liability Insurance	<p>This item should set out the minimum public liability insurance amount.</p> <p>This should be considered on a project by project basis.</p>
4.17	Minimum Vehicle Insurance Amount	<p>This item should set out the minimum vehicle insurance amount.</p> <p>This should be considered on a project by project basis.</p>
4.18	Minimum Professional Indemnity Insurance Amount	<p>This item should set out the minimum professional indemnity insurance amount.</p> <p>This should be considered on a project by project basis.</p>
4.19	Payment Address	<p>This item should set out the address for the Contractor to submit its Claims for payment. This should be an address which can be monitored closely by the Principal to ensure Claims for payment are not missed.</p> <p>This should be completed for each project.</p>
4.20	Principal Supplied Items	<p>This items should set out the Principal Supplied Items, being items that the Principal will supply to the Contractor for the performance of the Contractors Obligations.</p> <p>This should be considered on a project by project basis, and may be marked with 'Not Applicable' if there is no Principal Supplied Items.</p>
4.21	Accessed Site	<p>This item should include a description of the Accessed Site, being the parts of the Site Area which is not under the Contractor's control as 'principal contractor'.</p> <p>This can be done by way of reference to a plan/Site map, or by including a copy of the plan/Site map.</p> <p>This should be considered on a project by project basis, and if there is no Accessed Site (meaning the Contractor</p>

			is 'principal contractor' for the entire Site Area), then the item can be marked with 'Not Applicable'.
	4.22	QBCC licence	<p>Note: This is only applicable to the Qld Construction Arrangements where the work under the Contract includes "building work" under the QBCC Act.</p> <p>To the extent that the Contractor is required to be registered under the QBCC Act to perform the work under the Contract or the Works, the item should list the Contractor's QBCC license number.</p> <p>This should be considered on a project by project basis, and may be marked with 'Not Applicable' if the Contractor does not require a QBCC licence to perform the work under the Contract or the Works.</p>
	4.23	Intellectual Property Rights	<p>This item provides an election as to the arrangement for the ownership and licensing of Intellectual Property Rights that are created under the Contract.</p> <p>This should be completed for each project.</p>
	4.24	Documents and other deliverables to be delivered to the Superintendent after Practical Completion and time for delivery	<p>This item should list the specific documents or other deliverables that the Contractor must provide to the Superintendent after the Date of Practical Completion and their time for delivery.</p> <p>This should be completed for each project.</p>
	4.25	Special Warranties	<p>This item should list any Special Warranties applicable to work under the Contract, including the item of work under the Contract to which they apply, and their period of applicability. This may be relevant for an extended warranty on a particular good supplied as part of the Works.</p> <p>The form of warranty is included in Annexure J (see description above).</p> <p>This should be considered on a project by project basis, and may be marked with 'Not Applicable' if the Principal does not require any Special Warranties.</p>
	4.26	Address for Notices - Principal - Contractor	<p>This item should list the address for notices for both the Principal and Contractor.</p> <p>This should be completed for each project.</p>

4.27	Site Owners	<p>This item should set out any Site Owners, being entities which own or have an interest in the Site (other than the Principal). This is relevant for an optional clause (refer to comments below).</p> <p>This should be considered on a project by project basis, and may be marked with 'Not Applicable' if there are no Site Owners.</p>
4.28	Other Stakeholder	<p>This item should set out any Other Stakeholders, being entities that are Site Owners or entities that will become the owner or occupier of the Works at or immediately following Practical Completion. This is relevant for an optional clause (refer to comments below).</p> <p>This should be considered on a project by project basis, and may be marked with 'Not Applicable' if there are no Other Stakeholders.</p>
4.29	Subcontractors required to sign deed of novation	<p>This item should list certain Subcontractors that the Contractor must ensure sign a deed of novation in the event the Principal terminates the Contract or takes work under the Contract out of the Contractor's hands for any reason, or of the Principal gives the Contractor written notice requiring it to do so.</p> <p>The Principal should consider if there are any essential Subcontractors that it would seek to engage to continue certain work under the Contract.</p> <p>This should be considered on a project by project basis, and may be marked with 'Not Applicable' if the Principal considers there are no essential Subcontractors.</p>
4.30	Novated Subcontractors	<p>This item should be completed with the names of any Subcontractors or consultants to be novated from the Principal to the Contractor. This would be relevant where, for example, the Principal has pre-ordered plant or equipment.</p> <p>The form of Deed of Novation is included in Annexure H (refer to comments above).</p> <p>This should be considered on a project by project basis, and may be marked with 'Not Applicable' if the Principal considers there are no Subcontractors or consultants which should be novated to the Contractor.</p>
4.31	Subcontractors required to sign Side Deeds	<p>Note: This is not applicable to Qld LB329 or LB331.</p>

			<p>This item should list any Subcontractors which the Principal requires to also execute a Subcontractor Side Deed, being a tripartite agreement between the Principal, the Contractor and the subcontractor. This may be required where, for example, the particular subcontract is for a high value or high risk scope of work, or where the Principal wishes to have direct rights and obligations against the subcontractor.</p> <p>The form of Subcontractor Side Deed is included in Annexure I (refer to comments above).</p> <p>This should be considered on a project by project basis, and may be marked with 'Not Applicable' if the Principal considers there are no Subcontractors that require a Subcontractor Side Deed.</p>
	4.32	Consultant Design Work Categories	<p>This item should list the categories of consultant work under the Contract that is required to be completed under the Contract. This will only be relevant if the design obligations are included in the Contract.</p>
	4.33	Minimum Consultant's Professional Indemnity Insurance Amount	<p>This item should set out the details of each Consultants' required level and duration of professional indemnity insurance. This may vary depending on the nature and value of the consultant work under the Contract.</p> <p>This should be considered on a project by project basis.</p>
	4.34	Items of Maintenance	<p>Note: This is only applicable to Qld LB331.</p> <p>This item should detail any maintenance items that are required to be provided by the Contractor (whether before or after Practical Completion).</p>

5 Separable Portion Particulars

This section of the guidance notes provides advice on how to complete each item in the separable portions section of Annexure A.

A Separable Portion may be used where the scope of Works for the project can be divided into packages of work under the Contract. Each package (a Separable Portion) will be treated as its own discrete scope of work under the Contract. Accordingly, certain variables, such as the Date for Practical Completion and the liquidated damages rate, will vary for each Separable Portion.

Please note the following:

- 1 the items in the separable portions section of Annexure A are to be left blank unless Separable Portions apply;

- 2 the Separable Portions section of Annexure A is to remain in their current form;
- 3 the Principal will need to carefully define what work under the Contract and the Works which comprise each Separable Portion. This will ensure there is no overlap or gaps in the coverage of each Separable Portion. In this regard, there should always be a 'catch-all' Separable Portion which includes specific work under the Contract but also covers 'anything else' not specifically mentioned in the other Separable Portion descriptions. This 'catch-all' Separable Portion should be the one that is to be completed last. It can be described as follows:

'All work under the Contract and the Works, other than those the subject of other Separable Portions, and including the following work: [insert]'

6 Agreed Variations

This section of the guidance notes provides advice on how to complete each Variation item in the Agreed Variations section of Annexure A.

An Agreed Variation is a pre-agreed variation to the scope of work under the Contract, with a pre-agreed value and an agreed time for calling the Variation. This may be relevant where the Principal is unsure whether a package of work under the Contract will be required for the project, whereby the parties can agree the scope of Works and associated value upfront to avoid a Claim for Variation under the usual provisions during the project (noting nothing prevents the Principal / Superintendent from issuing a variation in the usual course for an Agreed Variation).

Please note the following:

- 1 the items in the Agreed Variations section of Annexure A are to be marked as 'Not Applicable' unless there are agreed variations;
- 2 the Agreed Variation description should be completed with sufficient detail to ensure the parties are clear on the scope of work to be undertaken;
- 3 the date for calling the Agreed Variation should be considered to ensure the parties are clear on the anticipated timing for the performance of the Agreed Variation.

7 Milestone Particulars

This section of the guidance notes provides advice on the Milestone regime under the Contract.

The Milestones are a means for the Principal to set checkpoints for completion of certain deliverables / scopes of work under the Contract during the project. If Milestones are to be used in the project, the table in Annexure A should be completed as follows:



Item	7.1	Milestone Number	The number of Milestones are to be inserted.
	7.2	Milestone Description	This item will include a description of the Milestone.
	7.3	Date for Milestone Completion	The item will include the required Date for Milestone Completion for each Milestone.
	7.4	Requirements for Milestone Completion	This item will include the conditions that the Contractor must satisfy to reach Milestone Completion.
	7.5	Milestone Liquidated Damages Rate	<p>The item will include a rate for liquidated damages that the Contractor must pay to the Principal for late completion of a Milestone.</p> <p>If the Principal does not wish to Claim liquidated damages but wishes to retain its right to general law damages, item 7.5 should be completed with the words 'No liquidated damages apply but the Principal's right to claim general law damages is preserved'.</p>

If Milestones are not relevant for the project, then each item of the table can be marked with 'Not Applicable'.

Schedule D – Minor Works Contract | Outline

GUIDANCE NOTES

MINOR WORKS

This guidance note is for Minor Works Contracts to provide a comprehensive overview of the critical elements involved in preparing and managing Works which would require the use of this Contract. Refer to the contract selection matrix for further guidance as to whether the particular Works is appropriate for a Minor Works Contract.

Note to users: this guidance note is for the following **QLD** and **NT** Minor Works Contract templates:

LB 329 – Building and Construction – Commercial Construction and Fit-Out
LB 331 – Building and Construction – Residential
LB 314 – Water, Sewerage, and Stormwater Infrastructure Construction and Maintenance
LB 313 – Road and General Civil Construction and Maintenance

Where there are any differences between the templates, these have been identified.

The Optional Clauses relevant for the Minor Works Contracts are as follows. Please refer to **Schedule E** for a detailed explanation of each clause and when it would be enlivened.

- Work on, to or impacting adjoining properties or Existing Improvements (only for Qld LB329); and
- Project trust accounts (except for the NT Minor Works Contracts).

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5. Formal Instrument of Agreement

The main purpose of the Formal Instrument of Agreement is to:

- 1 evidence the parties entering into the Contract (including what documents are to constitute the Contract);
- 2 establish the terms and conditions applying to the Works to be carried out by the Contractor under the Contract; and
- 3 identify all documents forming part of the Contract.

The purpose of these guidance notes is to provide advice on how to complete the Formal Instrument of Agreement.

Guidance notes

Principal	The full name and details of the Principal are pre-populated by default. The Principal's details should not be amended without internal authorisation and obtaining specialist advice.
Contractor	The full name and details of the Contractor should be completed, including the Contractor's ACN / ABN. This should be completed when a Contractor has been selected and the parties are preparing the Contract for execution. Appropriate checks need to be made regarding the proper description of the Contractor (including ASIC searches).
Agreed Terms	Sub clause 1.1(4) should contain the project description.
Contract Sum	The Contract Sum should be inserted here.
Retrospective Operation	Remove the drafting note.
Documents forming part of the Contract	The Principal should check that it is happy for the documents to have priority in the order they appear in clause 5 of the Formal Instrument of Agreement, if there is any inconsistency between the documents. For example, if the design requirements contain a more specific, detailed description of the Works to be carried out than the technical requirements, the design requirements might be considered to be listed before the technical requirements in clause 5 of the Formal Instrument of Agreement, so the design requirements will have precedence.

	<p>NOTE: The documents comprising the Contract should only describe the Works which the Contractor is to perform and the terms and conditions under which the Contractor is to perform the Works.</p> <p>Documents that should <u>not</u> be included as forming part of the Contract include:</p> <ul style="list-style-type: none"> (a) tender documents (including the tender conditions and requests for clarification); (b) other pre-contractual correspondence; and (c) the Principal Supplied Information, <p>as these documents ordinarily do not set out the Works which the Contractor is to perform and the terms and conditions under which the Contractor is to perform the Works. Furthermore, Principal Supplied Information should be given to the Contractor pursuant to subclause 9.1(9) of the General Conditions of Contract.</p>
<p>Documents <u>not</u> forming part of the Contract</p>	<p>It is important for the Principal to note that not all documents form part of the Contract and some are included for identification purposes only (e.g. the documents included in (or only referred to in) in the Annexures).</p> <p>In this section (where applicable), the Principal should list out any specific documents which are not to form part of the Contract but which are to be inserted into the Contract to reflect what the Contractor has provided e.g. a program, a pricing reference document etc.</p>
<p>Exclusion of QBCC Act provision</p>	<p>Note: This only applies to the Qld Construction Arrangements.</p> <p>The Principal should ensure that at the time that the Contract is circulated for execution, that both parties also initial the Contract in clause 6.3 of the Formal Instrument of Agreement. By initialling this clause, the parties agree that the Principal may withhold security/retention greater than 5% of the contract price after 'practical completion' (as that term is used in the QBCC Act).</p> <p>NOTE: The Principal should always ensure this section is initialled, even if the contract particulars indicate (or it is the Principal's intention) that security/retention should not exceed 5%. The reason for this is that the Contract includes other provisions which entitle the Principal to retain amounts for various reasons which may inadvertently breach the 5% limit over the term of the Contract.</p>
<p>Contractor's Corporate Warranties</p>	<p>If any of the Contractor's corporate warranties change due to the corporate structure of the Contractor, this clause should be updated to reflect this.</p>

Execution block

The full name of the Contractor should be completed, including their ACN / ABN. The Principal's details will have already been pre-populated and should not be changed without obtaining specialist advice.

If the Contractor is a trust, agent or other entity (not being a Corporations Act company with an ACN), then the Principal should consider whether the execution block should be changed. Please obtain specialist advice in this regard.

NOTE: the execution block allows for a number of different ways for the Contractor to sign:

- (a) by a Corporations Act company under section 127 of the Corporations Act (the most common method generally) either by a director and company secretary, or by a sole director or sole company secretary; or
- (b) by way of its duly authorised representative.

6. Annexure Part A – Documentation Particulars

The purpose of these guidance notes is to provide advice on how to complete each item in Annexure A. Annexure A will be completed and issued as part of the tender documents and, subject to any amendments, will be incorporated into the Contract.

Guidance notes

1 Document Particulars

Item	1	Principal	The Principal's full name and ACN/ABN must be completed prior to Contract execution. This should always align with the Formal Instrument of Agreement and execution blocks.
	2	Superintendent	The Superintendent's details must be completed in full prior to Contract execution. This should include their full name, position, email and telephone number. If the Superintendent is an employee of the Principal, the Superintendent's position title must be specified so that if that person ceases to be employed by the Principal during a project, his or her replacement will fulfil that role.
	3	Contractor	The Contractor's details must be completed in full prior to Contract execution. This should include their full name, and ACN/ ABN, QBCC licence number (for Qld Construction Arrangements) and address. This should always align with the Formal Instrument of Agreement and execution blocks.

4	Contractor's Representative	The Contractor's Representative's details must be completed including their name, position, email and phone number.
5	Principal Contractor	This item requires an election as to whether the Contractor under the Contract is also the Principal Contractor. Select either Yes or No, and delete which does not apply. If nothing is selected, the default of "No" will apply.
6	Contract Sum	<p>This item is relevant only to Qld LB331</p> <p>If the Contract Sum is fixed, enter "is" in the space provided and specify the lump sum amount in the space provided (exclusive of GST). This is the agreed-upon total amount for the work under the Contract. If the Contract Sum is not fixed, enter "is not" in the space provided. Then need to detail how the Contract Sum is to be calculated, selecting the appropriate method based on the terms of Annexure A:</p> <p>If Item 2.3 of Annexure A indicates that a Schedule of Rates is part of the Contract, the Contract Sum should be calculated by applying the rates set out in the Schedule of Rates to the part of the work under the Contract. For the balance of the Works, provide the lump sum amount in the space provided (exclusive of GST). Alternatively, if the Schedule of Rates applies to the entire scope of Works, calculate the Contract Sum by applying the rates set out in the Schedule of Rates to the whole of the Works.</p> <p>If there are other methods to calculate the Contract Sum (e.g., cost reimbursement or a different formula), ensure these are clearly detailed in this section (noting that the Special Conditions may also be used to supplement the detail).</p> <p>If applicable, provide the Contractor's reasonable estimate of the Contract Sum in the space provided (where the Contract Sum is not fixed).</p> <p>Please ensure the appropriate sections are completed, and any alternatives not applicable to the Contract are deleted.</p>
6	Optional Clauses	Note: This is only applicable to the Qld Construction Arrangements.

			This item sets out the optional clauses which can be enlivened in the Contract depending on the nature of the project. Refer to comments below which sets out a description of each optional clause and when it may need to be enlivened.
	7	Site	This item will set out a plan which shows the Site Area. This can be done by way of reference to a plan/Site map, or by including a copy of the plan/site map. This should be completed for each project.
	8	Contract Date and Date for Practical Completion	This item should specify the date of the Contract and the date, or period from a specified date, by which the Principal requires the Contractor to achieve Practical Completion. This item should be completed for each project.
	9	Relevant Documents	Any 'Relevant Documents' should be listed in this item. A Relevant Document is a separate document which contains some requirement which is relevant to the project or the nature of the Works. This should be considered on a project by project basis, and may be marked with 'Not Applicable' if there are no Relevant Documents.
	10	Time for submitting Payment Claims	This item sets out the times when the Contractor may make a Claim for payment. This item requires an election from the options available and should not be amended without specialist advice as the wording has been drafted to align with relevant legislation.
	11	Submission of Payment Claims	This item sets out the process for the submission of Payment Claims.
	12	WHS Requirements	This item sets out the WHS requirements for the Contractor. Tick all that apply.
	13	Public liability insurance	This item should set out the minimum public liability insurance amount. This should be considered on a project by project basis.
	14	Professional indemnity insurance	This item should set out the minimum professional indemnity insurance amount. This should be considered on a project by project basis.
	15	Motor vehicle legal liability (including supplementary	This item should set out the minimum motor vehicle legal liability amount. This should be considered on a project by project basis.

		bodily injury insurance)	
	16	Plant, material and goods (including transit insurance)	<p>This item details whether the Contractor is to obtain plant, material and goods (including transit) insurance.</p> <p>This is to be completed on project by project basis.</p>
	17	Construction works insurance	<p>This item details whether the Contractor is to obtain construction works insurance.</p> <p>This is to be completed on project by project basis.</p>
	18	QBCC License Number	<p>Note: This only applies to the Qld Construction Arrangements where the work under the Contract includes “building work” under the QBCC Act.</p> <p>To the extent that the Contractor is required to be registered under the QBCC Act to perform the work under the Contract or the Works, the item should list the Contractor’s QBCC license number.</p> <p>This should be considered on a project by project basis, and may be marked with ‘Not Applicable’ if the Contractor does not require a QBCC licence to perform the work under the Contract or the Works.</p>
	19	Contractor’s Design Obligations	<p>This item requires an election as to whether the Contractor is responsible for any design or if there are any Design Obligations under the Contract.</p> <p>This should be completed on a project by project basis.</p>
	20	Preliminary Design/ Design Documents	<p>This item requires listing any Preliminary Design or Design documents. The Preliminary Design is any design which the Principal has completed itself or through a third party prior to the Contract. If there is no Preliminary Design or Design Documents, this should be marked with ‘Not Applicable’.</p>
	21	Liquidated Damages	<p>This item should specify the Liquidated Damages Rate. The rate can either be a specified amount per day, calculated through a specified formula, or a combination of both (provided this is made clear- seek specialist advice if required).</p> <p>Item 21 should not be completed as ‘Nil’ or ‘Not Applicable’ as this may affect the Principal’s ability to claim general law damages.</p>

			If the Principal does not wish to claim liquidated damages but wishes to retain its right to general law damages, item 21 should be completed with the words 'No liquidated damages apply but the Principal's right to claim general law damages is preserved'.
	22	Address for service of Security of Payment Act notices	This item should specify the address for service for Security of Payment Act Notices.
	23	Defects Liability Period	This item should be completed with the Defects Liability Period in which the Principal can require the Contractor to rectify defects that are discovered in the completed Works. This item should be completed for each project.
	24	Maintenance Works	Note: this is not applicable to Qld LB329. This item requires an election as to whether Maintenance Works are applicable under the Contract. This is to be completed on a project by project basis.
	24	Security	This item specifies the form and amount of security that the Contractor is required to provide under the Contract. This should be considered on a project by project basis, and may be marked with 'Not Applicable' if there is no security from the Contractor under the Contract.
	25	Separable Portions	This item requires an election as to whether Separable Portions will be required under the Contract.
	26	Trustee Limitation of Liability	This item requires an election as to whether clause 46 applies to the Contract. This clause would be enlivened and included in the Contract when the Contractor is acting as a trustee of a trust. This clause limits the Contractor's liability to the assets of the trust, except in cases of fraud, negligence, wilful default, or breach of trust, and ensures the Principal has warranties regarding the trustee's authority and indemnity from the trust's assets. It should be completed on a project by project basis.
	27	Practical Completion Deliverables	This item sets out the materials which must be delivered by the Contractor to achieve Practical Completion. This item should be completed for each project.

2 Separable Portion Particulars

This section of the guidance notes provides advice on how to complete each item in the separable portions section of Annexure A.

A Separable Portion may be used where the scope of Works for the project can be divided into packages of work under the Contract. Each package (a Separable Portion) will be treated as its own discrete scope of work under the Contract. Accordingly, certain variables, such as the Date for Practical Completion and the liquidated damages rate, will vary for each Separable Portion.

Please note the following:

- 1 the items in the separable portions section of Annexure A are to be left blank unless Separable Portions apply;
- 2 the Separable Portions section of Annexure A is to remain in their current form;
- 3 the Principal will need to carefully define what work under the Contract and the Works which comprise each Separable Portion. This will ensure there is no overlap or gaps in the coverage of each Separable Portion. In this regard, there should always be a 'catch-all' Separable Portion which includes specific work under the Contract but also covers 'anything else' not specifically mentioned in the other Separable Portion descriptions. This 'catch-all' Separable Portion should be the one that is to be completed last. It can be described as follows:

'All work under the Contract and the Works, other than those the subject of other Separable Portions, and including the following work: [insert]'

Schedule E – Optional Clause Bank

The below table explains all the optional clauses that may be applicable to a particular contract type, including reasoning for when they may need to be enlivened.

The table also sets out which contract (Major, Medium and Minor) the optional clause is contained.

Optional clause	Description of the clause	Major	Medium	Minor
Work on, to or impacting Adjoining Properties or Existing Improvements	This clause is only applicable to LB329. This clause obligates the Contractor to prevent and remedy any damage or disruption to neighbouring properties and Existing Improvements, ensuring minimal interference with the daily operation of the Site and compliance with relevant Legal Requirements. It applies if Item 1.5 of Annexure A does not exclude it, requiring the Contractor to carry out the Works in a manner that avoids breaching property law obligations and promptly make good any damage to adjoining properties or Existing Improvements.	Included as an optional clause	Included as an optional clause	Included as an optional clause
NGERS	This clause would be enlivened and brought into the Contract when the Principal is required to comply with obligations under the National Greenhouse and Energy Reporting Scheme (NGERS), and the Contractor's activities under the Contract may involve emissions reporting or energy use. This clause is used to ensure the Contractor supports the Principal's compliance by maintaining accurate records of greenhouse gas emissions and energy usage and providing access to these records as required.	Included as an optional clause	Included as an optional clause	Not included as an optional clause
Design Obligations	This clause would be enlivened and brought into the Contract when the Contractor is responsible for carrying out or completing any part	Included as an optional clause	Included as an optional clause	The clause can be stated

	of the design of the Works, including coordinating with the Principal's design consultants, ensuring the design complies with the Principal's requirements, and making necessary adjustments to design documents to accommodate variations, Site conditions, or Legal Requirements. This clause is typically used when the scope of the Contractor's obligations extends beyond construction to include significant design responsibilities.			to apply in Annexure A
Rise and Fall	This clause would be enlivened and brought into the Contract when the parties agree to allow adjustments to the Contract Sum to account for fluctuations in costs, such as changes in material prices, labour rates, or other inputs during the course of the project. This clause is typically used to mitigate the risk of cost volatility and provide a mechanism for equitable adjustments in long-term or large-scale projects. For an example Rise and Fall clause, see Schedule F.	Included as an optional clause	Included as an optional clause	Not included as an optional clause
Obligations to Benefit Site Owner	This clause would be enlivened and brought into the Contract when the project involves work under the Contract on or relating to land owned or occupied by any entity owning or having an interest in any part of the Site (other than the Principal) (the Site Owner), and the Principal wishes to extend the Contractor's obligations, warranties, and indemnities to benefit that Site Owner. This clause ensures that the Site Owner is protected under the Contract, particularly in relation to indemnities, insurance, warranties, and other obligations, and allows the Site Owner to directly enforce these benefits where necessary.	Included as an optional clause	Included as an optional clause	Not included as an optional clause
Asbestos	This clause would be enlivened and included in the Contract when the scope of Works involves the potential handling, removal, or management of asbestos or asbestos-containing materials (e.g., during demolition, refurbishment, or construction projects on older structures). This clause ensures that the Contractor bears all	Included as an optional clause	Included as an optional clause	Not included as an optional clause

	responsibility for managing asbestos risks in compliance with legal requirements and indemnifies the Principal against related liabilities.			
Project Trust Accounts	This clause sets out the Contractor’s obligations regarding the establishment, maintenance, and management of a project trust account and retention trust account in accordance with the Security of Payment Act. This clause should be triggered when the Contract becomes one for which a project trust is required, either by a change in the nature of the Contract or by the application of the relevant legislation. The Contractor must notify the Principal of this change and comply with all requirements related to the trust accounts, including notices, approvals, and updates on agents, delegates, or breaches. Note, for local governments the threshold for project trust account application is currently for contracts valued over \$10 million (ex. GST), however from 1 March 2025 this reduces to \$3 million (ex. GST) and from 1 October 2025 to \$1 million (ex. GST). Please refer to the following link for more information on the application of project trust accounts: https://www.qbcc.qld.gov.au/running-business/trust-accounts/planning-trust-account/trust-account-rollout	Included in the contract by default	Included in the contract by default	Included as an optional clause (except for in the NT Minor Works Contracts)
Trustee Limitation of Liability	This clause would be enlivened and included in the Contract when the Contractor is acting as a trustee of a trust. This clause limits the Contractor’s liability to the assets of the trust, except in cases of fraud, negligence, wilful default, or breach of trust, and ensures the Principal has warranties regarding the trustee’s authority and indemnity from the trust’s assets	Included as an optional clause	Included as an optional clause	Not included as an optional clause
Superintendent’s Representative	This clause would be enlivened and included in the Contract when the Principal or Superintendent intends to delegate specific functions under the Contract to an appointed representative. This clause ensures clear communication of the appointment, delegated functions, and any termination of such appointments to the Contractor.	Included as an optional clause	Included as an optional clause	Not included as an optional clause

Project Control Group	This clause would be enlivened and included in the Contract when a formal governance structure is required to oversee and coordinate the administration of the Contract and the Works. This clause outlines the establishment, composition, responsibilities, and procedures of the PCG to ensure regular interaction and alignment among key stakeholders, including the Principal, Contractor, Superintendent, Subcontractors, and other relevant parties.	Included as an optional clause	Not included as an optional clause	Not included as an optional clause
Bill of Quantities	This clause would be enlivened and included in the Contract when a Bill of Quantities is specified as part of the Contract Documents or required under Annexure A. This clause establishes that the Contractor must provide a fully priced and extended Bill of Quantities, ensures that its aggregate matches the accepted Contract Sum, and confirms that quantities listed are estimates only, with no obligation for adjustment based on actual quantities unless directed by the Superintendent.	Included as an optional clause	Included as an optional clause	Not included as an optional clause
Separate Contractors	This clause would be enlivened and included in the Contract when other Contractors (apart from the Contractor and its Subcontractors) are working on the Site alongside the Contractor. This clause requires the Contractor to reasonably cooperate and coordinate with other Contractors, ensure the protection of the Works, and not cause damage to or interfere with the work of separate Contractors. It also limits the Contractor's ability to Claim for issues arising from their obligations to coordinate with other Contractors.	Included in the contract by default	Included as an optional clause	Not included as an optional clause
Performance Guarantee	This clause is activated when Item 4.13 of Annexure A specifies that a Performance Guarantee is required. It obligates the Contractor to provide a performance guarantee from its ultimate holding company within 7 days after the Contract date as a precondition for making Payment Claims. This guarantee ensures that the Contractor's obligations under the Contract are met and serves as a Claim Precondition Obligation.	Included in the contract by default	Included as an optional clause	Not included as an optional clause

	This is often referred to as a 'parent company guarantee' in the industry.			
Direct Payment of Workers and Subcontractors by Principal	This clause comes into effect when the Principal, at its discretion, decides to pay any amounts owed by the Contractor to Subcontractors or workers. This payment is made directly by the Principal using funds due or to become due to the Contractor. The amount paid is considered as paid to the Contractor under the Contract. If no corresponding amount is due to the Contractor, the amount paid becomes a debt owed by the Contractor to the Principal. The Principal is limited to paying amounts specified in declarations, adjudicated amounts, or judgments in favour of the Subcontractor or worker.	Included in the contract by default	Included as an optional clause	Not included as an optional clause
Maintenance Obligations	<p>If the Contractor fails to provide completed operation and maintenance manuals by the specified date, the Contractor must continue to provide preventative maintenance services for relevant plant, equipment, or items during the Defects Liability Period until 10 Business Days after the manuals are submitted.</p> <p>Additionally, from the Date of Practical Completion until the end of the Defects Liability Period, the Contractor must also perform maintenance and repair work under the Contract that is specified in the Contract (these services will need to be included by the Principal in the technical documents). These nominated services are part of the Contract and included in the Contract Sum, and must comply with industry standards, applicable Australian Standards, and manufacturer or supplier requirements. All materials and workmanship for these services must meet or exceed the quality of those used in the original Works.</p>	Included in the contract by default (except for LB329 where it is not included as a default clause or an optional clause)	Included as an optional clause (except for LB329 where it is not included as a default clause or an optional clause)	Included as an optional clause (except for LB329 where it is not included as a default clause or an optional clause)

Buildability Issues	<p>This clause would be enlivened and included in the Contract when there is a risk of buildability issues resulting from design provided by the Principal as part of the Contract Documents (eg the integration of different work components). If the Contractor identifies any buildability issues in the Contract Documents, they must notify the Superintendent in writing. The Contractor is required to comply with the highest standards specified, adhere to legal requirements over project requirements, and prioritise figured dimensions over scaled ones. If these conditions are not applicable, the Contractor must follow the Superintendent's directions.</p>	<p>Included in the optional design clause by default</p>	<p>Included as an optional clause in the optional design clause</p>	<p>Not included as an optional clause</p>
Commissioning	<p>This clause would be enlivened and included in the Contract when the Contractor is required to perform commissioning activities. This clause outlines the Contractor's obligation to commission the Works to ensure they meet the Principal's requirements and are ready for Practical Completion. This clause is triggered when the Contractor must ensure that the Works are successfully commissioned in accordance with the Contract and any relevant management plans before Practical Completion can be achieved.</p>	<p>Included in the contract by default</p>	<p>Included as an optional clause</p>	<p>Not included as an optional clause</p>

Schedule F – Precedent Clause Bank

This schedule contains certain precedent bank clauses that may be required for a project (as may be updated from time to time).

This precedent bank includes the following clauses:

1. Consequential Loss;
2. Limitation of Liability; and
3. Rise and Fall.

Note: The precedent clauses listed below may need to be updated depending on the specific contract template used. Before using any of these clauses, please obtain specialist advice.

1. Consequential Loss

This clause excludes each party's liability for "consequential loss", limiting damages to direct losses unless specified exceptions apply.

This clause would be included if the Principal agrees to exclude liability for consequential losses arising from the Contract, such as loss of profits, business opportunities, or reputation. It would typically be used to limit the Contractor's exposure to indirect losses while preserving the Contractor's liability for specific circumstances, including fraud, wilful misconduct, or breaches that cannot be limited by law.

It is a precedent bank clause on the basis that the Principal may not want to include this in any contract as part of the tender for a project but, where one or more tenderers have requested the Principal include such a clause (and the Principal agrees, having taken appropriate specialist advice), then this clause is an example the Principal may consider using.

1 CONSEQUENTIAL LOSS

- (a) In this Clause 1, 'Consequential Loss' means, to the extent that the loss is an indirect loss, any loss of revenue, loss of profit, loss of business opportunity, loss of contract, loss of opportunity to earn profit or revenue, loss arising from damage to goodwill or reputation, loss of anticipated savings, loss arising from business interruption or loss arising from credit rating.
- (b) Subject to Clauses 1(c), 1(e) and 1(e), in no event will either party be liable to the other (in contract, under an indemnity, for debt, in tort including negligence, under

statute or otherwise according to law or in equity) for any Consequential Loss arising out of or in any way in connection with the Contract.

(c) Clause 1(b) does not apply to limit any liability of the Contractor arising under or pursuant to [insert clause reference for liquidated damages].

(d) Clause 1(b) does not apply to limit any liability of the Principal:

- i. to pay the Contractor the Contract Sum under the Contract; or
- ii. in respect of liability which:
 - A. cannot be limited at law; or
 - B. is due to the Principal's deliberate breach of the Contract, wilful misconduct, fraud or criminal conduct.

(e) Without limiting Clause 1(c), 1(b) does not limit the Contractor's liability:

- i. arising under or pursuant to Clauses XX (Custom Tariff (Anti-Dumping) Legislation), XX (Confidential information), XX (Intellectual Property Rights), XX (Moral Rights), and Clause XX (Privacy Laws);
- ii. arising in connection with any infringement or alleged infringement of any third-party Intellectual Property Rights or Moral Rights;
- iii. in respect of liability:
 - A. which cannot be limited at law;
 - B. which is due to the Contractor's deliberate breach of the Contract, wilful misconduct, fraud or malicious or criminal conduct by it or any of the Contractor's Personnel;
 - C. which arises in connection with the Contractor's abandonment of its Obligations under the Contract;
 - D. which arises in connection with claims by any third party (including employees of the Principal) against the Principal in respect of personal injury or death or loss of, or damage to, any property;
 - E. (ignoring the application of Clause 1(b)), to the extent the Contractor is paid or indemnified, or is entitled to be paid or indemnified, for the liability by an insurer under an insurance policy required by the Contract;
 - F. (ignoring the application of Clause 1(b)), to the extent the Contractor would have been entitled to be indemnified for that liability by an insurer under an insurance policy required by the Contract, but for a failure by the Contractor to effect and maintain the insurance policy as required by the Contract and pursue any claim for indemnity under the policy; and
 - G. (ignoring the application of Clause 1(b)), to the extent that the Contractor is entitled to recover that liability from any other third party, or would have been entitled to recover that liability but for any act or omission of the Contractor or the Contractor's Agents.

2. Limitation of Liability

This clause limits the Contractor's total liability to the Principal to a specified amount (typically 100% of the Contract Sum, but this is a matter of negotiation between the parties), while excluding certain liabilities, such as those arising from deliberate misconduct, statutory obligations, or third-party Claims.

Contractor's will typically request a general cap on liability, and if acceptable to the Principal, the Principal should be including a clause to deal with the general cap on liability that is acceptable to the Principal.

It is a precedent bank clause on the basis that the Principal may not want to include this in the contract as part of the tender of a project but, where one or more tenderers have requested the Principal include such a clause (and the Principal agrees, having taken appropriate specialist advice) then this clause is an example the Principal may consider using.

2 LIMITATION OF LIABILITY

- (a) Subject to Clause 2(b), the Contractor's total aggregate liability to the Principal under or for breach of the Contract, in tort (including negligence or breach of statutory duty), misrepresentation or otherwise, arising out of or in connection with the performance, non-performance or contemplated performance of the Contract is limited to the amount, if any, stated in Annexure A. **[Note, an item will need to be included in Annexure A]**
- (b) Clause 2(a) does not limit the Contractor's obligation to rectify any defects or achieve Practical Completion and does not limit the Contractor's liability:
- i. arising under or pursuant to Clauses XX (Custom Tariff (Anti-Dumping) Legislation), XX (Confidential information), XX (Intellectual Property Rights), XX (Moral Rights), XX (Indemnity by Contractor), or Clause XX (Privacy Laws);
 - ii. arising in connection with any infringement or alleged infringement of any third-party Intellectual Property Rights or Moral Rights;
 - iii. in respect of liability:
 - A. which cannot be limited at law;
 - B. which is due to the Contractor's deliberate breach of the Contract, wilful misconduct, fraud or malicious or criminal conduct by it or any of the Contractor's Personnel; or
 - C. which arises in connection with the Contractor's abandonment of its Obligations under the Contract;
 - D. which arises in connection with claims by any third party (including employees of the Principal) against the Principal in respect of personal injury or death or loss of, or damage to, any property;
 - E. (ignoring the application of Clause 2(a)), to the extent the Contractor is paid or indemnified, or is entitled to be paid or

indemnified, for the liability by an insurer under any insurance policy required by the Contract;

- F. (ignoring the application of Clause 2(a)), to the extent the Contractor would have been entitled to be indemnified for that liability by an insurer under an insurance policy required by the Contract, but for a failure by the Contractor to effect and maintain the insurance policy as required by the Contract and pursue any claim for indemnity under the policy; and
- G. (ignoring the application of Clause 2(a)), to the extent that the Contractor is entitled to recover that liability from any other third party, or would have been entitled to recover that liability but for any act or omission of the Contractor or the Contractor's Personnel,

and those liabilities shall not be included in any calculation of the Contractor's total aggregate liability under Clause 2(a).

3. Rise and Fall

This clause outlines the conditions under which payments to the Contractor will be adjusted for changes in the cost of materials and labour, particularly focusing on the cost of bitumen and other materials, based on predefined formulas.

This clause is used to account for variations in the cost of materials (such as bitumen) or labour. It is designed to ensure that the Contractor is compensated fairly if prices fluctuate during the course of the contract, particularly when work is completed before or after Practical Completion, allowing for adjustments based on market price changes.

The following rise and fall precedent clause is an example only based on an adjustment to the Contract Sum for bitumen. It will not be suitable for other types of rise and fall and specialist advice should be obtained.

It should be noted that a rise and fall clause will typically cover construction, labour, and certain relevant materials. It can range from a very simple clause (such as an indexation according to an agreed table of indices that is adjusted, through to more substantive rise and fall clauses such as example 1 below). A useful guide for users in structuring their own rise and fall clauses can be found below at item 3.1.

Example 1:

3 Rise and Fall
3.1 Overview

- a) For payments made to the Contractor for work under the Contract completed prior to the Date for Practical Completion, rise and fall adjustments will be applied in accordance with Clauses 3.2 and 3.3.
- b) No cost adjustment shall be made under this Clause 3 for work under the Contract carried out after the Date for Practical Completion.

3.2 Bitumen

- a) The Contract Sum shall be subject to adjustment for variations in the cost of bitumen supplied by the Contractor in accordance with the following formula:

$$D = (C-B) \times A$$

where:

A = the quantity of bitumen supplied by the Contractor derived from:

- the calculation of residual bitumen at 15 degrees Celsius where the product is sprayed bituminous surfacing or a tack coat
- the approved design binder content where the product is asphalt
- the approved residual binder content where the product is a bituminous slurry surfacing
- where the binder is modified bitumen, the quantity shall be the quantity of manufactured polymer modified binder, and
- the approved residual binder content where the product is foamed bitumen pavement

B = the price of Class 170 bitumen on the 15th day of the month prior to the Contract Date

C = the price of Class 170 bitumen on the 15th day of the month during which the work under the Contract is performed

D = the applicable cost adjustment for the relevant Payment Claim submitted under Clause XX (payment).

- b) The price of Class 170 bitumen shall be the average general market price of Class 170 bitumen of all Queensland manufacturers.

To avoid any doubt, the Item 'B' from the Bitumen Rise and Fall formula as stated in Clause 3.2, is using the price of Class 170 bitumen on the 15th day of the month prior to the Contract Date. For example, a tender that is closing between the dates of 1st to 31st March and Transport and Main Roads has managed to publish the updated Bitumen price index on the 15th March, the Contractor shall make appropriate allowances in their tender submission on the basis that 'B' will be using the February price index.

3.3 Other adjustments

- a) Where the Date for Practical Completion is greater than [90] days after the Contract Dater, in addition to adjustments under Clause 3.2, payments to the Contractor shall be subject to a cost adjustment to reflect variations in the cost of labour and materials in accordance with the following formula:

$$H = \frac{0.85 \times (G - F) \times E}{F}$$

where:

E = the value of the monthly payment certificate subject to rise and fall less:

- any variations or payments made under a Provisional Sum item, that were based on actual cost or current prices and for which rise and fall payments do not apply
- any daywork assessed using plant and labour for which the Schedule of Rates were established during the Contract
- the assessed value of bitumen used in sprayed seals and asphalt for which a cost adjustment is payable under Clause 3.2, and
- any incentive payments.

F = the value of the Index for the quarter prior to the Contract Date.

G = the value of the Index for the quarter prior to the month during which the work under the Contract is performed.

H = the applicable cost adjustment.

- b) For the purposes of this Clause 3.3, the 'Index' is the index of road and bridge construction Producer Price Indexes, Australia published quarterly by the Australian Bureau of Statistics.
- c) If at any time the Index is discontinued or modified, the Superintendent shall request the Australian Bureau of Statistics to nominate the index or Authority which in its opinion is the most practical for the purposes of measuring any variation in costs during the performance of the Contract. The index or Authority nominated by the Australian Bureau of Statistics shall be adopted for the purposes of making the calculation under this Clause. If the Australian Bureau of Statistics fails to nominate an index or Authority which is practical for the purpose of measuring any variation in costs, then the amount of the cost adjustment shall be the amount determined by the Superintendent acting reasonably.

3.1 Guide to rise and fall clauses in construction contracts (Qld & NT)

Rise and fall clauses, commonly used in construction contracts, allow for adjustments to contract prices due to changes in costs that occur during the course of the project. This mechanism is especially important in environments where cost escalation (such as materials, labour, or other inputs) is a significant risk. Below are key points for

understanding, drafting, and utilising these clauses in Queensland and the Northern Territory.

Purpose and Overview

- a) Rise and fall clauses adjust the contract sum in response to fluctuations in certain costs, such as material and labour costs, primarily driven by inflation or market volatility.
- b) They allow contractors to manage price risk, while providing clients with a clear, predictable mechanism for adjusting prices.

Key Components of Rise and Fall Clauses

a) Affected Price:

These clauses typically apply to specific components of the contract, such as materials, labour, or trade-specific costs. The total contract sum is not usually adjusted as a whole.

b) Applicable Price Index:

Price indexes track the cost changes of materials and labour. In Australia, the Producer Price Index (PPI) is commonly used to monitor construction-related costs. Other indexes may apply depending on the project's scope.

c) Risk Buffer:

The buffer is a mechanism that limits the pass-through of price increases. For example, a 5% increase in the price of steel may only translate to a 2% increase in the relevant portion of the contract sum, depending on how much of the price risk is borne by the principal.

d) Reference Dates:

These dates define when price indices will be compared. Common reference points are the contract signing date, tender date, or other agreed-upon triggers. Mistakes in defining these dates can lead to disputes or unexpected increases in the contract sum.

Drafting Considerations

a) Clarity in Scope and Application:

Specify which materials or labour elements are subject to price adjustments. This should be reflected in detailed breakdowns of the contract sum, linked to individual price indexes for each category.

b) Alternative Index Provisions:

In case a particular index ceases publication or becomes unreliable, the clause should allow for the substitution of another suitable index.

c) Flexibility vs. Certainty:

Rise and fall clauses offer flexibility but also require precision in drafting. Include sufficient detail to avoid ambiguity, particularly in how the formula for price adjustments will be applied, and specify whether the index changes are applied on a monthly, quarterly, or annual basis.

d) Inclusion in Special Conditions:

Given the bespoke nature of these clauses, they are often best included in the annexures or special conditions of the contract rather than the general terms. This ensures both parties agree on how they will operate within the context of the specific project.

Risks and Dispute Avoidance

Disputes may arise if the formula or other aspects of the rise and fall are unclear.

Properly drafted clauses need specialist advice and will prevent the exploitation of the clause for unintended gains, ensuring both parties share the cost risk.

Schedule G – Contract Completion Checklist

Contract Completion Checklist

This checklist provides step-by-step guidance for Principals to complete the contract document efficiently and in compliance with the requirements of the Contract. Follow these steps in order to ensure all necessary details are completed and verified.

This completion checklist assumes that the parties have agreed upon the form of contract and its terms.

Step 1: Filling in the blanks

1. Formal Instrument of Agreement (FIA)

- Complete the details on the cover page of the FIA, including:
 1. the Principal;
 2. whether the contract is a Major, Medium or Minor Contract;
 3. the contract title;
 4. the contract number;
 5. the Contractor (including ACN/ABN);
 6. the contract TRIM reference;
 7. the panel Arrangement;
 8. the template version;
 9. the security label;
- Remove the notice to the Principal on the cover page of the FIA;
- Complete the description of the project at clause 1.1(4) of the FIA;
- Complete the Contract Sum at clause 2(1) of the FIA;
- Consider the list of Contract Documents (and their order) at clause 5.1 of the FIA (refer to comments in Schedule B, C or D above regarding the Contract Documents);
- Consider the list of documents not forming part of the contract at clause 5.3 (refer to comments in Schedule B, C or D above regarding the Contract Documents);
- Retain the QBCC acknowledgment at clause 6 if applicable for the project (see comments above);
- Consider the appropriate execution block for the Principal and the Contractor. This might be execution under the Corporations Act 2001 (Cth), by a duly authorised representative of the party, under a power of attorney, or other authorised means of execution; and
- Ensure each schedule and appendix (including, as applicable, the Methodology and Resourcing Documents (Appendix A) and the Contractor's

Management Plans (Appendix B)) to the FIA has been completed and is collated in the one document.

2. **Contract**

- Complete the cover page of the Contract with the same details as the FIA;
- Complete details of the Use of Site Requirements Report, being a report prepared by the Principal which details the Principal's (and any applicable third parties') requirements to use the Site;
- Complete Annexure A (see comments above);
- Complete Annexure B with any Special Conditions as agreed between the parties. If there are no Special Conditions, this annexure can be marked with 'Not Applicable';
- Complete Annexure E with the Technical Requirements for the project (being the Principal's project requirements) (see comments above);
- Complete Annexure F with the Design Requirements for the project (see comments above); and
- Complete Annexure G with the Principal Supplied Information (see comments above). If there is no Principal Supplied Information, this annexure can be marked with 'Not Applicable'.

Step 2: Final checks

1. Once the FIA and Contract has been completed fully (including all schedules and appendices), the Principal should carry out final checks regarding the Contract and the entity details of the Principal and the Contractor to ensure these are accurately recorded throughout the FIA and Contract. Any drafting notes or other comments should be removed from the FIA and Contract.
2. Users should check that no 'errors' have arisen in the template when completing the FIA and Contract (e.g unintentional cross-referencing errors or page numbers or clause numbers dropping out). These are general proofing checks.
3. It is recommended that certain publicly available searches be completed on the Contractor prior to execution, including:
 - an ASIC search to confirm the exact entity details, to ensure the entity is still registered and to confirm the director details for execution (if applicable);
 - a search of the QBCC licence (if applicable) to ensure the contracting entity is validly licensed (including for the minimum financial requirements);
 - a search for any insolvency notices against the contracting entity (completed on the ASIC website); and
 - a litigation search history (if relevant).

These would be in addition to any other general due diligence to be performed on the Contractor (including credit checks).

Step 3: Execution process

1. The parties will need to determine the execution procedure to be used (wet ink, electronic signing, execution by way of counterparts etc.).
2. It is recommended that the Contractor execute the FIA first. The Contractor will need to initial at clause 6 of the FIA (if applicable) and sign the execution block in the FIA using the determined method of execution.
3. Once the Contractor has executed the FIA, the Principal should carry out another ASIC search on the day the Contractor signs for the same reasons noted above in Step 2.
4. If the Principal is satisfied that the Contractor has executed the FIA validly, the Principal will then initial the QBCC acknowledgment at clause 6 of the FIA and sign the FIA using the determined method of execution.
5. For LB331, the following additional steps apply where the Contract is a level 2 regulated contract under the QBCC Act:
 - within 10 Business Days of starting the work under the Contract at the Site, the Contractor must give the Principal a Commencement Notice signed by the Contractor; and
 - the Contractor must give the Principal a copy of the consumer building guide before the Principal signs the Contract.
6. Depending on the method of execution, the Principal will then share with the Contractor the fully executed FIA and Contract.

This checklist is designed to streamline the contract completion process and reduce errors. Users are encouraged to obtain internal authorisation and specialist advice if they are unsure about any step.