



# Construction Webinar Series:



Deep Dive into Civil &  
Construction Contracts  
for Procurement

Tuesday, 8 April 2025



# MEET OUR TEAM



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Head of  
Engagement



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Compliance Manager



# Who is Local Buy?



*Advancing Queensland Procurement*

Local Buy is a wholly owned subsidiary of the Local Government Association of Queensland (LGAQ).

Created in 2001 to assist councils streamline procurement.

A profit-for-purpose organisation we return all profits to LGAQ who use these funds to provide member services to Queensland Councils.

We also work in partnership with LGANT.

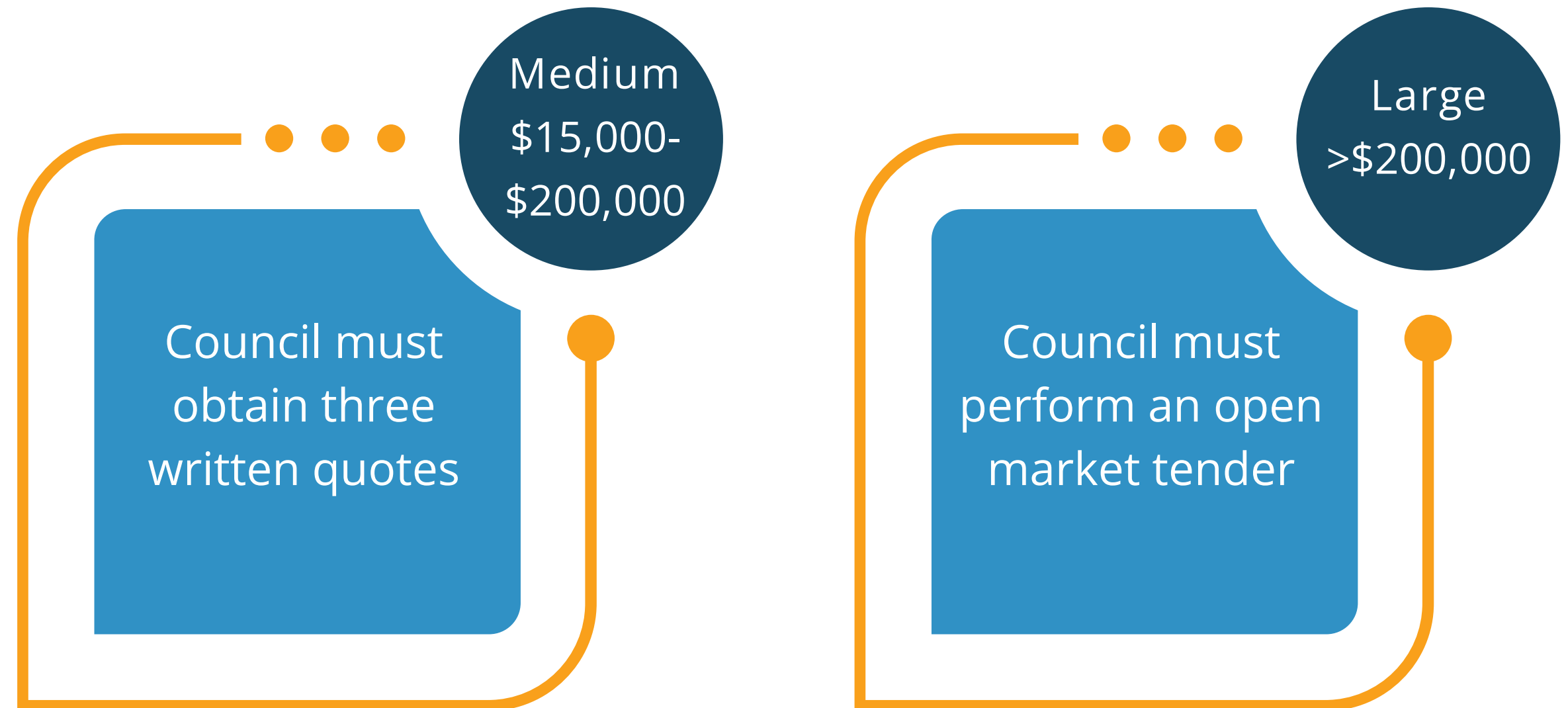




# Queensland Default Procurement Rules



Thresholds are accumulative, for the life of a contract or a Financial Year with a Supplier for similar goods or services.



Local Government Regulation 2012  
Part 3 - Default Contracting Procedures



# Tendering is a long and arduous process for both buyers and suppliers!



Preparation of Tender Documentation & Contracts.



Open for at least 21 days (Local Government).



All Tenders must be evaluated, and many responses may be received.



A risk that the preferred tenderer may be from outside the council area.



The cost of tendering is around \$20,000 per tender for Local Government and \$5,000 for suppliers to respond.

## Tendering





# Using Local Buy = No Tenders

## How do we do that?

Local Buy has the legislative right to establish Arrangements that are compliant with the Local Government Regulations 2012. Local Buy Arrangements are an exception under s.234 of the Local Government Regulations for purchases of any size.

Local Buy Arrangements are considered tendered, and councils can use them for \$1 - \$100m+ without conducting their own tender.

Council's and government authorities can purchase a broad range of products and services from prequalified/preferred suppliers, without needing more complex quotation or tender processes.

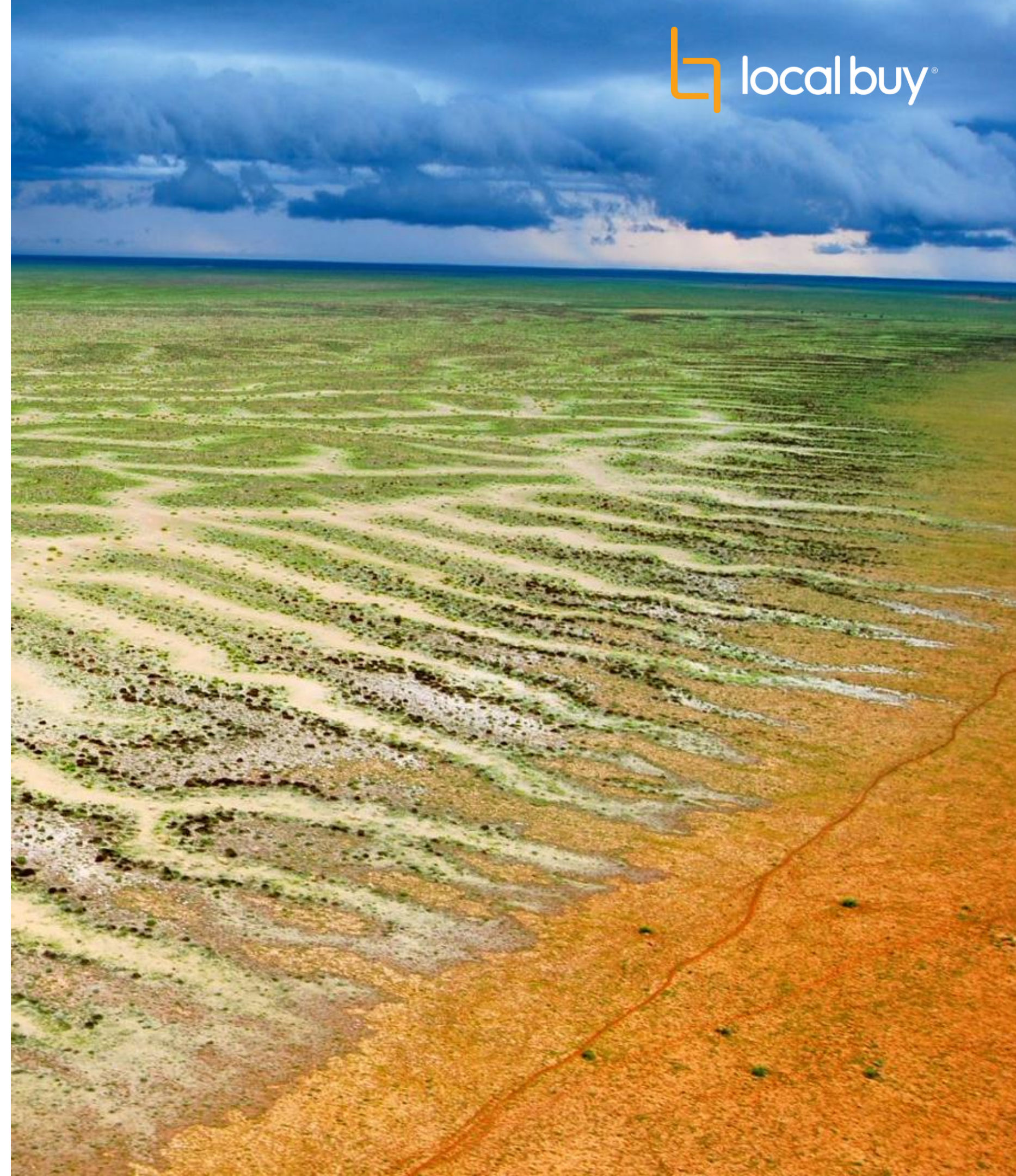




# Why use Local Buy (Non-Local Government)

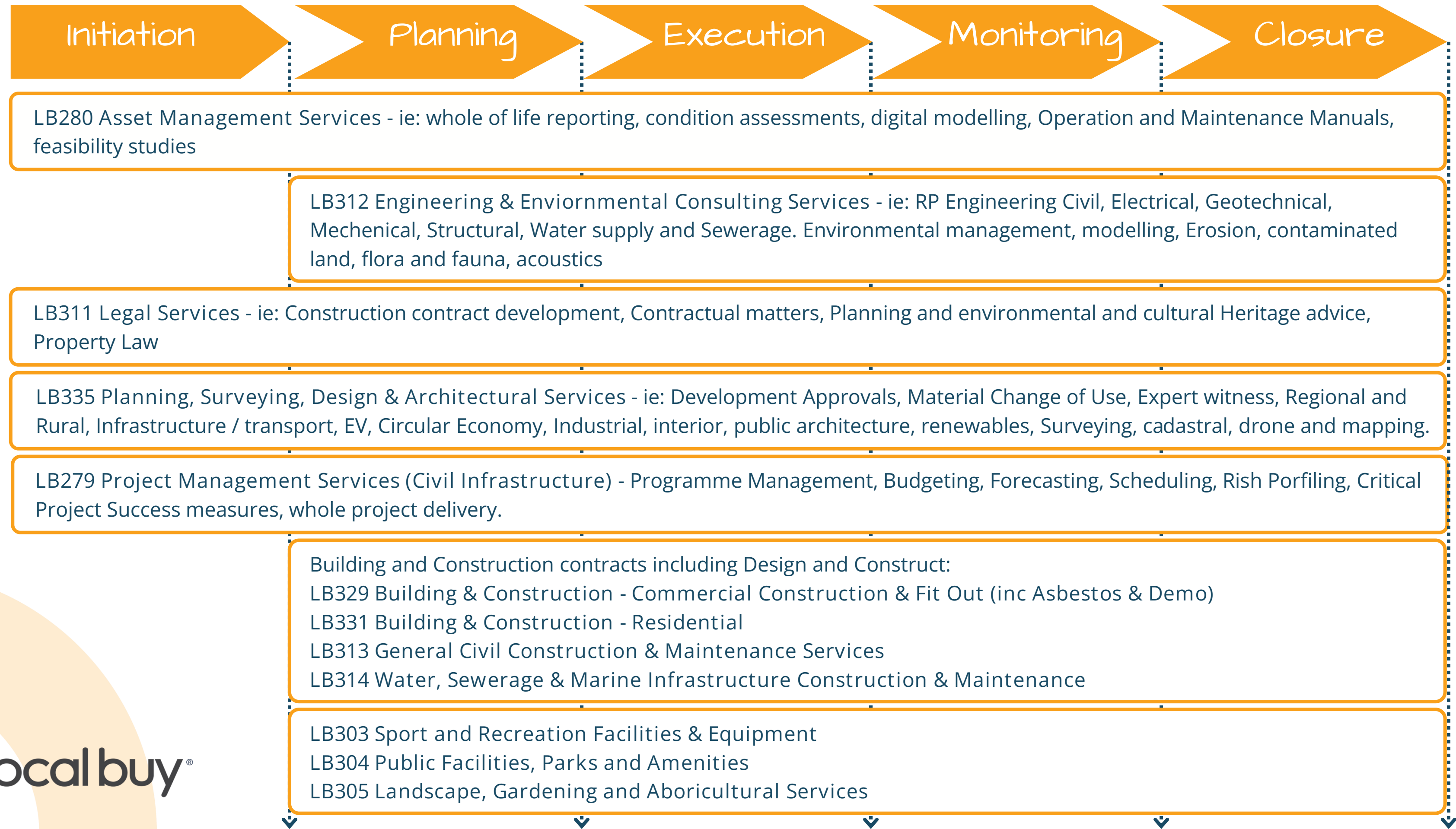
Which includes State Government, Federal Government, Not-for-Profit Entities, Charities, Educational Establishments and Government Owned Corporations.

- Best Practice
- Governance
- Probity
- Ease of Access to robustly pre-qualified suppliers
- Insurances, licenses, qualifications, and quality management provided
- Rate Cards for some arrangements
- Negates the need to perform tenders





# WHOLE OF PROJECT SOLUTIONS





# New Infrastructure Arrangements

## The new Local Buy Infrastructure Arrangements:

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

*Please note, LB329 & LB331 are not available for NT Councils*

*\* LB313 & LB314 replaced the old BUS270 Road, Water, Sewerage and Civil Works which expired 30 June 2024*





# Contract Documents

## Construction Contract Template:

### Local Buy bespoke contracts:

- Minor Works
- Medium Works
- Major Works

### Supporting documents include:

- Guidance Notes
- Contract selection Matrix

(Free to use)





# Supporting Materials



Advancing Queensland  
Procurement

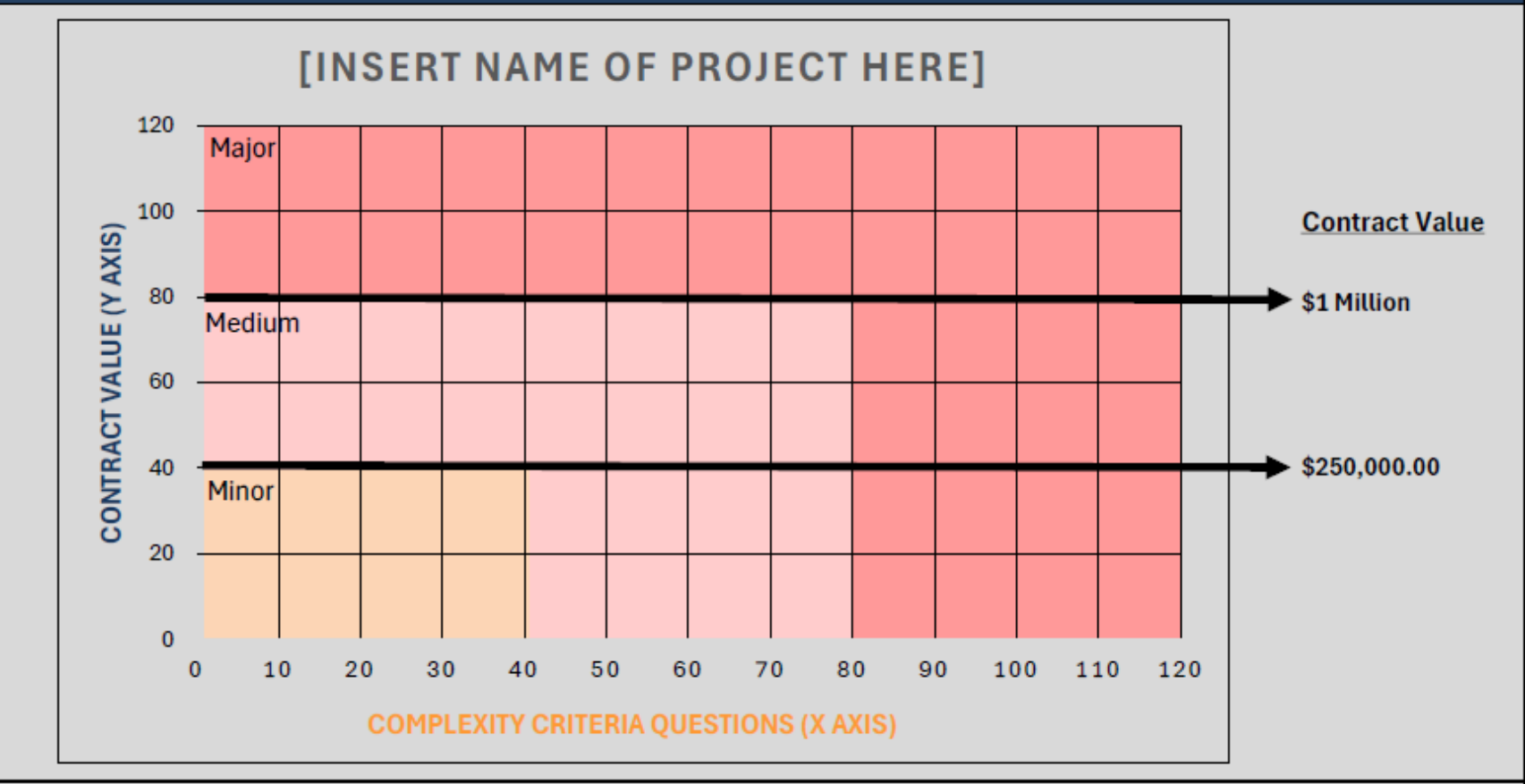
## Guidance Notes & Contract Selection Matrix

### Guidance Notes

Construction Contracts for  
Arrangements:

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

Results of the Contract Selection Matrix





# Contract Procurement Deep Dive

**Ren Niemann**  
Partner





# Agenda









Time		Agenda
10:00 am – 10:15 am		<i>Introductions and session overview</i>
10:15 am – 10:50 am	<b>Contract Procurement Deep Dive</b>	<ol style="list-style-type: none"><li>1. Recap: Overview of the new contract suite.</li><li>2. Key considerations for project procurement.</li><li>3. Practical tips and strategies for using the new agreements.</li><li>4. A worked example to bring it all together.</li><li>5. Advanced tips for effective use.</li></ol>
10:50 am – 11:00 am		<i>General wrap up/ recap and questions</i>



# Recap: Overview of Local Buy's new construction suite



# Recap: Overview of the new construction suite

		QLD			NT		
		Major	Medium	Minor	Major	Medium	Minor
LB313	Road & General Civil Infrastructure						
LB314	Water, Sewerage & Stormwater Products						
LB329	Building & Construction – Commercial Construction & Fit Out (inc: Asbestos, Demo)						
LB331	Building & Construction – Residential						



# Overview of the new construction suite

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

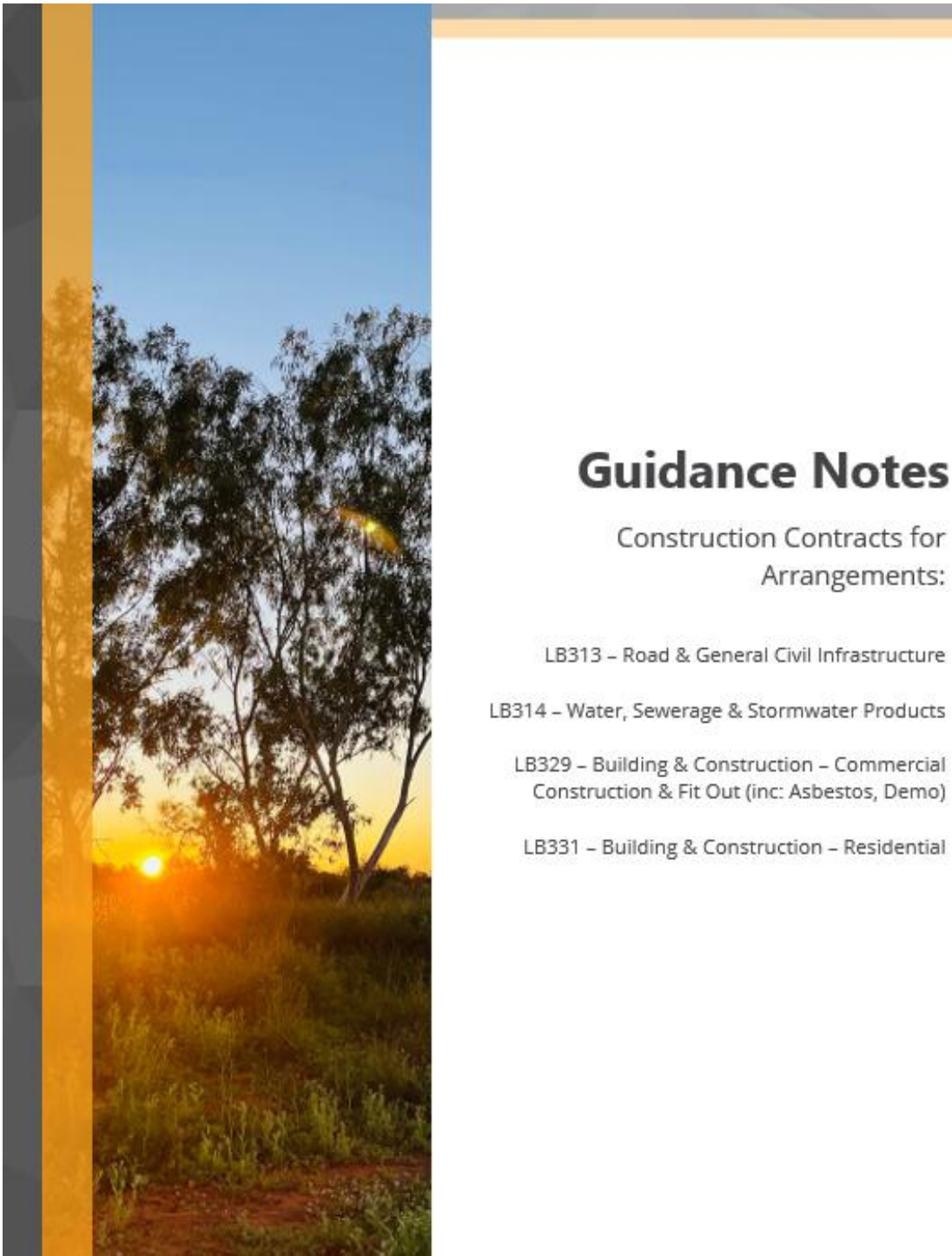
LB314 – Water, Sewerage, Stormwater Infrastructure: Incorporates six broad service categories, allowing buyers to utilise the LB314 Arrangement for all water, sewerage and stormwater infrastructure construction and maintenance requirements.

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



# Overview of the new construction suite



## Guidance Notes

Construction Contracts for  
Arrangements:

LB313 – Road & General Civil Infrastructure

LB314 – Water, Sewerage & Stormwater Products

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

LB331 – Building & Construction – Residential

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# Key Considerations for project procurement



# Construction Selection Matrix

The contracts are tailored to meet 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.

Contract Selection Matrix

Version: v1 Sept 2024

This Contract Selection Matrix will assist you in determining which type of contract to use for your project.

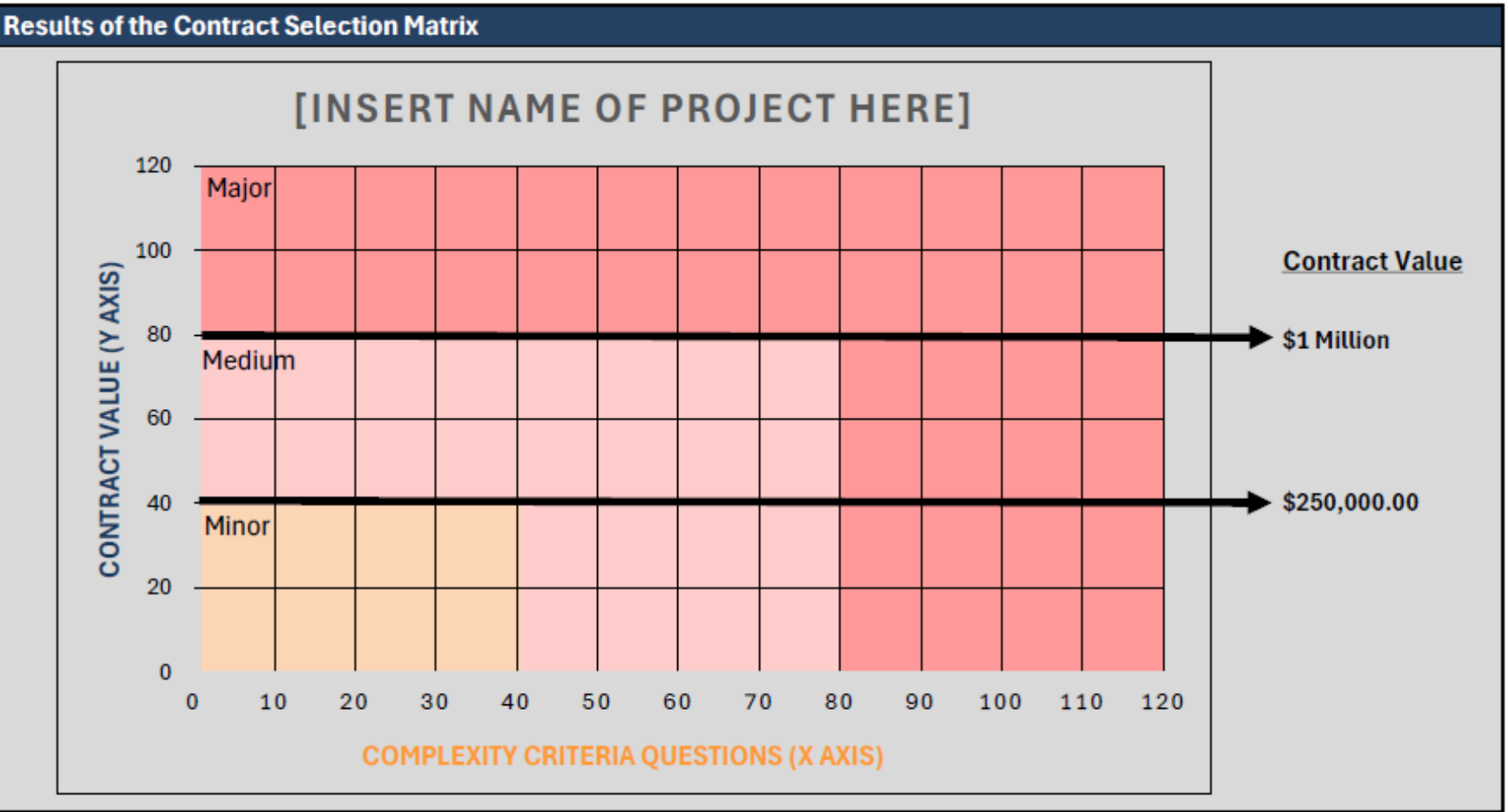
Enter the Project Name here:

[Insert Name of Project Here]

Question	Answer	Score	Comments
Complexity Criteria questions (X axis)		#N/A	
Q1. Remoteness - Is the project to be done in a remote location?		#N/A	
Q2. Does this project have long lead times for supplier of items?		#N/A	
Q3. Are there materials that are supplied by the Principal?		#N/A	
Q4. Is there Level 1 Supervision (ie.AS3798)?		#N/A	
Q5. Are there nominated Suppliers and Sub-Contractors?		#N/A	
Q6. Is Design part of this Contract?		#N/A	
Q7. Does this project have piling involved?		#N/A	
Q8. Are there significant earthworks / inground works or underground works included in this contract?		#N/A	
Q9. Are there any environmentally sensitive works or an environmentally sensitive site?		#N/A	
Q10. Are there any Demolition work involved on this site?		#N/A	
Contract Value questions (Y axis)		0	
Is the value up to \$250,000?	No	0	
Is the value between \$250,000 and \$1 Million?	No	0	
Is the value over \$1 Million?	No	0	

Each contract (LB313, LB314, LB329 and LB331) includes Major Works, Medium Works, and Minor Works Contracts. 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.

A copy of the contract selection matrix can be found against each of the contracts in VendorPanel or contact Local Buy directly for a copy.





# Identifying critical items in the agreements for effective procurement.

	What is it?	Why is it important?
<b>Risk Allocation</b>	<ul style="list-style-type: none"><li>Clearly define which party assumes responsibility for different risks (e.g., design defects, unforeseen conditions, or delays).</li></ul>	<ul style="list-style-type: none"><li>Crucial for managing potential liabilities and ensuring proper mitigation strategies.</li></ul>
<b>Payment Structure</b>	<ul style="list-style-type: none"><li>Decide what type to use (i.e, lump sum, schedule of rates).</li></ul>	<ul style="list-style-type: none"><li>Critical for managing cost certainty and flexibility.</li></ul>
<b>Special Conditions</b>	<ul style="list-style-type: none"><li>Identify unique provisions or adjustments for the contract, like specific local government requirements or compliance with certain policies.</li></ul>	<ul style="list-style-type: none"><li>Important for ensuring the contract aligns with local or regulatory expectations.</li></ul>
<b>Flow of contract sum</b>	<ul style="list-style-type: none"><li>Define how payments are made, including milestones, variations, and final completion payments.</li></ul>	<ul style="list-style-type: none"><li>Critical for ensuring financial clarity and protecting the contractor's cash flow.</li></ul>



# Identifying critical items in the agreements for effective procurement.

	What is it?	Why is it important?
Performance Guarantees & Bonds	<ul style="list-style-type: none"><li>• Ensure the contractor has appropriate financial security measures in place.</li></ul>	<ul style="list-style-type: none"><li>• Important for protecting against contractor default and ensuring project completion.</li></ul>
Insurance requirements	<ul style="list-style-type: none"><li>• Specify required insurances, such as public liability or workers' compensation.</li></ul>	<ul style="list-style-type: none"><li>• Critical for risk mitigation and ensuring proper coverage in case of accidents or damages.</li></ul>
Liquidated Damages	<ul style="list-style-type: none"><li>• Establish penalties for project delays or non-compliance with contract terms.</li></ul>	<ul style="list-style-type: none"><li>• This enforces accountability and encourages timely completion.</li></ul>
Dispute Resolution	<ul style="list-style-type: none"><li>• Outline procedures for handling disagreements, including mediation or arbitration.</li></ul>	<ul style="list-style-type: none"><li>• Crucial for managing conflict and minimising disruptions to project timelines.</li></ul>



# Identifying critical items in the agreements for effective procurement.

	What is it?	Why is it important?
<b>Warranties and Maintenance</b>	<ul style="list-style-type: none"><li>• Detail post-completion obligations for maintenance and defect rectification.</li></ul>	<ul style="list-style-type: none"><li>• Ensures that the project is delivered to an acceptable standard and remains functional post-handover.</li></ul>
<b>Termination Clauses</b>	<ul style="list-style-type: none"><li>• Define conditions under which either party may terminate the contract.</li></ul>	<ul style="list-style-type: none"><li>• Critical for managing risks of failure to perform or other significant issues.</li></ul>



# Identifying critical items in the agreements for effective procurement.

## Annexures and when to complete them

Annexure Title	Contract type	When to complete
Formal Instrument of Agreement	Major, Medium and Minor Works	Complete for each project
Contract Conditions	Major, Medium and Minor Works	Complete for each project
Annexure - Document Particulars	Major, Medium and Minor Works	Complete for each project
Annexure - Optional Clauses	Major, Medium and Minor Works	Project by project basis.
Annexure - Unconditional Undertaking	Major and Medium Works	Template annexure. Does not need to be amended for a project
Annexure - Technical Requirements	Major, Medium and Minor Works	Complete for each project
Annexure - Design Requirements	Major and Medium Works	Complete for each project
Annexure - Principal Supplied Information	Major and Medium Works	Project by project basis.
Annexure - Subcontractor Deed of Novation	Major and Medium Works	Template annexure. Does not need to be amended for a project
Annexure - Subcontractor Side Deed	Major Works	Template annexure. Does not need to be amended for a project
Annexure - Deed of Warranty	Major Works	Template annexure. Does not need to be amended for a project
Annexure - Consultant Certificate	Major and Medium Works	Template annexure. Does not need to be amended for a project
Annexure - Statutory Declaration – Payment Claim	Major and Medium Works	Template annexure. Does not need to be amended for a project
Annexure - Statutory Declaration – Final Payment Claim	Major and Medium Works	Template annexure. Does not need to be amended for a project
Annexure - Statutory Declaration – Subcontractor	Major and Medium Works	Template annexure. Does not need to be amended for a project
Annexure - Commencement Notice	Major, Medium and Minor Works	Template annexure. Does not need to be amended for a project
Annexure - Contract Sum	Minor Works	Complete for each project
Appendix - Methodology and Resourcing Documents	Major, Medium and Minor Works	Project by project basis.
Appendix - Construction Management Plan	Major, Medium and Minor Works	Project by project basis.

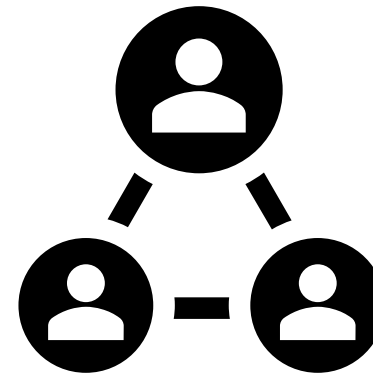


# Risk management strategies within the procurement process.

**Clear Communication of Risk Positions:** Ensure councils are transparent with contractors about known risks (e.g., site conditions, project timelines, or regulatory requirements) before they submit bids.

**Market Testing:** Engage with the market early to assess how contractors may price in known risks, especially when risks like site conditions or project complexities are involved. This ensures competitive and realistic bids.

**Risk Allocation:** Clearly outline how risks are to be shared or transferred between the parties (e.g., the council vs. the contractor) in the contract. Avoid ambiguous risk terms that may lead to disputes or unexpected costs.



**Documentation and Due Diligence:** Encourage thorough documentation of risk identification and mitigation strategies in all tender documents, ensuring that any known issues are formally acknowledged and addressed in proposals.

**Contingency Planning:** Implement contingencies within the contract for identified risks. This can include buffer budgets or time extensions for unforeseen conditions, ensuring flexibility without overburdening the contractor.

**Site Visits:** Ensure contractors have access to site visits and accurate information. If contractors are bidding based on assumptions or limited information, it could lead to inaccurate pricing or scope changes later.



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**Practical application and a  
worked example.**



# Step by step demonstration of using an agreement for a sample project.

## Step 1 – Filling in the blanks

- Formal Instrument of Agreement
- Contract
  - Annexure A – Document Particulars
  - Annexure B – Special Conditions
  - Annexure E – Technical Requirements
  - Annexure F – Design Requirements
  - Annexure G – Principal Supplied Information

## Step 2 – Final Checks

- Entity details
- Remove drafting notes
- ASIC searches
- QBCC searches
- Insolvency
- Litigation search history

## Step 3 - Execution

- Determine execution procedure
  - Wet ink, electronic signing, counterparts.
- Determine method of execution (s 127, Authorised Representative, Power of Attorney).
- Order of execution – FIA, QBCC Acknowledgment.
- Share fully executed contract with Contractor.



# Step 1: The FIA

[#insert Principal]

## FORMAL INSTRUMENT OF AGREEMENT (MINOR/MEDIUM/MAJOR)

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

Contract title:	{insert}
Contract number:	{insert}
Contractor:	{insert}
Contract TRIM ref:	{insert}
Made under Panel:	{insert title of panel contract is made under or 'N/A'}
Template version:	{insert}
Security label:	{insert}

**WARNING**

Under Queensland law for 'domestic building contracts' (as defined in the QBCC Act), the Contractor must give the Principal a signed copy of the entire contract, including any plans and specifications, within 5 Business Days after the Contractor executes the Contract. If the Contract is a Level 2 Regulated Contract, the Contractor is also required to give the Consumer Building Guide to the Principal before the Principal executes the Contract. Failure to do this may result in the Principal withdrawing from the Contract or compliance action by the QBCC.

For use in conjunction with Local Buy Prequalified Supplier Arrangement [insert].

**NOTICE TO PRINCIPAL**

Users of this document must ensure they review the accompanying Guidance Notes for this Contract to ensure the correct Contract, together with the other relevant supporting documents that form part of the Contract, have been selected for the relevant procurement process.

**[WARNING: ENSURE THIS NOTICE IS REMOVED PRIOR TO ISSUE TO TENDER(S)]**

### Formal Instrument of Agreement

Dated

### Parties

Principal [insert] [ABN/ACN] [insert]  
of [insert address]

Contractor [Insert]  
of [insert address]

### Agreed Terms

#### 1 Definitions and Interpretation

##### 1.1 Definitions

Subject to the following paragraph, in this document the defined terms have the meaning given to them in the general conditions of contract or other documents forming part of the Contract.

In this document, the following terms have the following defined meaning (and in this document, to the extent the same terms are defined elsewhere, the following terms take precedence):

- (1) **Appendix** means an appendix to this formal instrument of agreement;
- (2) **Contract** means the contract for the work under the Contract and delivery of the Works comprising the documents described in clause 5.1(1);
- (3) **general conditions of contract** means the amended general conditions of contract in Schedule 1 and any annexures thereto;
- (4) **Project** means the [insert project description]; and



# Step 1: The FIA

- (29) reference to the appointment of a party as the attorney of the other party is an appointment under section 44 of the Powers of Attorney Act 1998 (Qld); and
- (30) where a word or phrase is a defined term, but not otherwise defined in this formal instrument of agreement, the defined word or phrase shall have the same meaning as its corresponding defined word or phrase in the general conditions of contract.
- 2 The Contract Sum**
- (1) The Principal has accepted the [insert] (GST exclusive) as the contract sum to carry out the Project.
- (2) Subject to and in accordance with the Contract, the Contractor shall be entitled to payment of the contract sum for the proper performance of the work under the Contract.
- 3 Performance**
- (1) The Contractor will carry out the work under the Contract and complete the Works for the Principal in accordance with the Contract.
- (2) In consideration for the execution and completion of the work under the Contract and completion of the Works in accordance with the Contract, the Principal will subject to the terms and conditions of the Contract, pay the Contractor the contract sum in the manner provided for in the Contract.
- (3) Each of the parties will perform the respective obligations imposed on them by the Contract.
- (4) The Contractor has represented to the Principal that it has the financial capability, skill, experience, ability and available resources to carry out the work under the Contract.
- (5) The Principal has engaged the Contractor to carry out the work under the Contract on the basis of the representation in clause 3(4).
- 4 Retrospective Operation**
- (1) The terms and conditions of this Contract shall apply to any work under the Contract performed prior to the execution of this formal instrument of agreement.
- (2) All amounts (if any) paid to the Contractor in connection with the work under the Contract prior to the execution of this formal instrument of agreement:
- (a) are taken to have been paid under and in accordance with the Contract;
- (b) are deemed to have been paid in satisfaction of any obligation of the Principal to pay the contract sum which arises under this Contract; and
- (c) such payment has been made subject to the rights and obligations of the parties under the Contract, including it is considered to have been made by the Principal on account only, as provided in clause 8.6 of the general conditions of contract.
- 5 The Contract**
- 5.1 Documents forming part of the Contract**
- The following documents shall form the Contract:

- (1) this formal instrument of agreement (other than the Appendix to the formal instrument of agreement which is included for identification purposes only as set out in clause 5.3);
- (2) Annexure B – Special Conditions
- (3) Annexure A – Documentation Particulars;
- (4) the general conditions of contract set out in Schedule 1 including any applicable optional clauses set out in Annexure C (excluding the other Annexures);
- (5) Annexure E – Technical Requirements;
- (6) Annexure F – Design Requirements;
- (7) any other schedule, annexure or other attachment to the general conditions of contract; and
- (8) [#insert any other document which is to form part of the Contract]. [Drafting Note: Ensure that any other document to form part of the contract inserted in this Clause 5.1 is listed in order of precedence / priority].
- 5.2 Precedence**
- (1) Any errors, omissions, inconsistencies, ambiguities or discrepancies between the documents set out in clause 5.1 are to be resolved and interpreted according to the same order of precedence as the documents are listed in clause 5.1, with the documents higher in the list having higher priority.
- (2) Despite the order of precedence set out in clause 5.1, if the documents making up the Contract stipulate different or inconsistent standards of quality, product workmanship, or finish, outcome or performance then the highest standard or more onerous obligation shall prevail. A direction by the Superintendent to apply the highest standard or more onerous obligation will not be a Variation under the general conditions of contract.
- 5.3 Documents not forming part of the Contract**
- (1) The Appendices to this formal instrument of agreement contain:
- (a) [#the methodology and resourcing documents];
- (b) [#the construction management plan]; and
- (c) [#insert other documents not forming part of the Contract, but which are required to be inserted to reflect what the Contractor has provided e.g. a program, a price reference document, etc.].
- (2) The Appendices and the documents included in (or only referred to in) the Appendices do not form part of this Contract, are included for identification purposes and they may only be referred to or used as is expressly contemplated in the Contract (including as the Superintendent may refer to them in performing his or her functions under the Contract).
- 6 Exclusion of QBCC Act Provisions**
- 6.1 Application**



# Step 1 – Annexure A – Document Particulars

## Annexure A – Documentation Particulars

Item	Item Description	Particulars	
1.1	Principal	[insert]	
1.2	Contractor	[insert]	
1.3	Contract documents (clause 2.1)	The Contract Documents comprise the documents listed in clause 5.1 of the Formal Instrument of Agreement.	
1.4	Documents not forming part of the Contract (clause 2.2)	The annexure documents set out in clause 5.3 of the Formal Instrument of Agreement.	
1.5	Optional Clauses (Annexure C)	The following clauses, as set out in Annexure C, will apply to the Contract if so indicated.	
		Work on, to or impacting Adjoining Properties or Existing Improvements (clause 9.3)	[Yes / No]  If no selection a default of "yes" will apply
		NGERS (clause 1 of Annexure C)	[Yes / No]  If no selection a default of 'no' will apply
		Design Obligations (clause 2 of Annexure C)	[Yes / No]  If no selection a default of 'no' will apply
		Rise and Fall (clause 3 of Annexure C)	[Yes / No]  If no selection a default of 'no' will apply
		Site Owners (clause 4 of Annexure C)	[Yes / No]  If no selection a default of 'no' will apply
		Asbestos (clause 5 of Annexure C)	[Yes / No]  If no selection a default of 'no' will apply  If yes is selected, the minimum level of cover is \$[20 million] per claim
		Trustee limitation of liability	[Yes / No]

Item	Item Description	Particulars	
		(clause 6 of Annexure C)	If no selection a default of 'no' will apply
		Superintendent's Representative (clause 7 of Annexure C)	[Yes / No] If no selection a default of 'no' will apply
		Project Control Group (clause 8 of Annexure C)	[Yes / No] If no selection a default of 'no' will apply
		Bill of Quantities (clause 9 of Annexure C)	[Yes / No] If no selection a default of 'no' will apply
1.6	Site Area Plan (clauses 1.1)	[insert description]	
1.7	Principal's Project Requirements Documents (clause 1.1 and, if clause 9.2 applies, clauses 2(2)(c) and 2(4) of Annexure C)	<ul style="list-style-type: none"> <li>As set out in Annexure E</li> <li>The Prior Design listed in the list of Prior Design set out in Section 8 of Annexure F</li> </ul>	
1.8	Relevant Documents (clauses 1.1 and 11.1)	Relevant Documents include: <ul style="list-style-type: none"> <li>[insert]</li> </ul>	
1.9	Policies and Plans (clauses 1.1 and 11.1)	[insert]	
1.10	Methodology and Resourcing Documents (clause 11.2)	[insert]	
1.11	Principal Supplied Information (clauses 1.1 and 12.12)	Principal Supplied Information includes: <ul style="list-style-type: none"> <li>The documents set out in the list of Principal Supplied Information set out in Annexure G</li> </ul>	
1.12	Contractor's Reliance Information (clauses 1.1 and 12.12)	Document [insert]	Purpose/extent for which the document may be relied [insert]
1.13	Pricing Reference Documents (clauses 1.1 and 4.3)	Pricing Reference Documents include: <ul style="list-style-type: none"> <li>[insert]</li> </ul>	



# Step 1 – Annexure A – Document Particulars

Item	Item Description	Particulars
1.14	Principal Obtained Approvals (clauses 1.1 and 10.1(1)(d))	Principal Obtained Approvals comprise: <ul style="list-style-type: none"> <li>[insert]</li> </ul>
1.15	Contractor Management Plans (clauses 1.1 and 11.2)	<ul style="list-style-type: none"> <li>[Quality Assurance Management Plan]</li> <li>Site Management Plan</li> <li>Workplace Health and Safety Management Plan</li> <li>Traffic Management Plan</li> <li>Defects Liability Period Management Plan</li> <li>On-Site Materials Storage and Handling Plan</li> </ul>
1.16	Preliminary Design (clause 1.1 and, if clause 9.2 applies, clause 2(5) of Annexure C)	The Preliminary Design listed in the list of Preliminary Design set out in Section 9 of Annexure F
1.17	Dilapidation Survey (clause 9.1(7))	<p>The Contractor [is / is not] required to complete the Dilapidation Investigation.</p> <p><i>If no selection a default of 'no' will apply</i></p> <p>If yes is selected, the Dilapidation Investigation must, at a minimum, contemplate the following:</p> <ul style="list-style-type: none"> <li>[insert]</li> </ul>

## 2 Payment Particulars

Item	Item Description	Particulars
2.1	Contract Sum (clause 1.1 and 4.1)	<p>The lump sum of \$[insert] (which is exclusive of GST)</p> <p>OR</p> <p>If Item 2.4 of Annexure A indicates that a Schedule of Rates forms part of the Contract, the amount calculated by applying the rates set out in the Schedule of Rates to the part of the work under the Contract comprising [insert] and the lump sum of \$[insert] (which is exclusive of GST) to the balance of the work under the Contract</p> <p>OR</p>

Item	Item Description	Particulars
		<p>If Item 2.4 of Annexure A indicates that a Schedule of Rates forms part of the Contract, the amount calculated by applying the rates set out in the Schedule of Rates to the whole of the Works</p> <p>[User note: delete alternative which is not applicable]</p>
2.2	Differences in quantities (clause 4.2)	[insert]%
2.3	Limits of accuracy (clause 4.2)	<p>Except for limits of accuracy otherwise provided in the Bill of Quantities or Schedule of Rates forming part of the Contract as a Contract Document (including by reference to 'provisional quantities', 'provisional quantity, as directed' or 'provisional quantity, as ordered'), the limits of accuracy will be as follows:</p> <p>Upper Limit – [insert]</p> <p>Lower Limit – [insert]</p>
2.4	Schedule of Rates (clause 4.2)	A Schedule of Rates [is / is not] included in the Contract as a Contract Document.
2.5	Bill of Quantities (clause 4.3)	<p>A Bill of Quantities [is / is not] included in the Contract as a Contract Document.</p> <p>If a Bill of Quantities is included in the Contract as a Contract Document:</p> <ul style="list-style-type: none"> <li>the Bill of Quantities [is/is not] priced</li> <li>the Bill of Quantities must be lodged within [insert]</li> </ul>
2.6	Claim Precondition Obligation (clause 1.1)	<p>The Contractor has:</p> <ul style="list-style-type: none"> <li>fully complied with its obligations to provide Security (if any) under clause 5.1;</li> <li>if required, provided the Performance Guarantee in accordance with clause 5.2;</li> <li>provided proof of insurance in accordance with clause 6.6;</li> <li>provided the Principal for consent any Contractor Management Plan or updated Contractor Management Plan in accordance with clause 11.3;</li> </ul>

Item	Item Description	Particulars						
		<ul style="list-style-type: none"> <li>complied with its reporting requirements under clause 12.6;</li> <li>delivered all documents required pursuant to clause 12.8;</li> <li>provide the updated Work Program in accordance with clause 15.2;</li> <li>submitted all material or information in support of its payment claim required by clause 8, including, for the avoidance of doubt, the statutory declaration in accordance with Item 2.13 of Annexure A; and</li> <li>become entitled to make a payment claim under clause 8.</li> </ul>						
2.7	Provisional Sums (clauses 1.1 and 8.1)	<table border="1"> <thead> <tr> <th>Provisional Sum Item</th><th>Provisional Sum Amount</th><th>Subcontractor</th></tr> </thead> <tbody> <tr> <td>[insert]</td><td>[insert]</td><td>[insert]</td></tr> </tbody> </table>	Provisional Sum Item	Provisional Sum Amount	Subcontractor	[insert]	[insert]	[insert]
Provisional Sum Item	Provisional Sum Amount	Subcontractor						
[insert]	[insert]	[insert]						
2.8	Rated Provisional Sum Work (clause 8.1)	[insert]						
2.9	Profit Percentage (clause 18.1)	[insert]						
2.10	Unfixed plant or materials (clause 8.38.3(4))	[insert]						
2.11	Overhead and Preliminaries Percentage (clause 18.1)	[insert]						
2.12	Supporting Material (clause 8.7(1))	<ol style="list-style-type: none"> <li>The Consultant's certificate referred to in clause 3.5(7)(c)</li> <li>As reasonably required and notified to the Contractor by the Superintendent before the Payment Claim Date</li> </ol>						
2.13	Statutory Declarations (clause 8.7(2))	<ul style="list-style-type: none"> <li>The Contractor must submit 1 Business Day prior to the submission of the relevant payment claim a completed statutory declaration in the form set out in Annexure L relating to that payment claim</li> <li>If the payment claim is the final payment claim to be made under the</li> </ul>						



# Step 1 – Annexure A – Document Particulars

Item	Item Description	Particulars
		Contract, the Contractor must submit 1 Business Day prior to the submission of the relevant payment claim a completed statutory declaration in the form set out in Annexure M relating to that payment claim <ul style="list-style-type: none"> <li>At any time, the Superintendent may request that the Subcontractor provides a completed and signed Statutory Declaration. This must be completed in the form set out in Annexure N relating to that payment claim</li> </ul>
2.14	Maximum Daily Delay Rate (clause 18.2(2))	\$[insert]
2.15	Payment Amounts (clause 8.3(1) and 8.3(2))	\$[insert]
2.16	Certificates (clause 8.7(3))	<ul style="list-style-type: none"> <li>The certificates required by clause 3.5(7)(c).</li> <li>The certificates required to be provided by each Consultant under each Novated Subcontractor Contract.</li> </ul>
2.17	Required Reports (clause 8.7(4))	<ul style="list-style-type: none"> <li>The monthly report referred to in clause 12.6(1)</li> <li>[insert]</li> </ul>

## 3 Time Particulars

Item	Item Description	Particulars
3.1	Date for Practical Completion (clause 1.1)	[insert] [User note: if Separable Portions are used, complete as "See item 5.3 of Annexure A"]
3.2	Date for Construction Commencement (clause 1.1, 7.1(1) and 7.2(6))	[insert]
3.3	Date for Design Commencement (clauses 1.1 and 7.1(1))	The Contract Date
3.4	Allowed Access Delay Period (clause 7.1(2))	[90] days
3.5	Liquidated Damages Rate (clauses 16.2(1) and 16.3(2))	[insert] [User note: if Separable Portions are

Item	Item Description	Particulars
		used, complete as "See Item 5.4 of Annexure A"]
3.6	Claimable Delays (clause 17.2(1)(b))	<p>Any of the following occurring on or before the Date for Practical Completion and which are beyond the reasonable control of the Contractor:</p> <ol style="list-style-type: none"> <li>statewide or nationwide industrial conditions; and</li> <li>weather events, including the direct effects thereof, that satisfies all of the following conditions: <ol style="list-style-type: none"> <li>directly causing the Site to be shut down or preventing the Works being carried out safely on the Site; and</li> <li>the result of which it is either not reasonable or not safe for plant, equipment and/or workers exposed thereto to continue working whilst the weather event prevails; and</li> <li>that causes a delay of at least four working hours on the Site for each relevant day;</li> </ol> </li> <li>Latent Conditions notified in accordance with clause 7.3;</li> <li>variations directed under clause 14;</li> <li>changes in the Legal Requirements referred to in clause 10.2;</li> <li>delays by Authorities not caused or contributed to by the Contractor or its Agents including the Contractor's failure to: <ol style="list-style-type: none"> <li>include an appropriate period in the Work Program, consistent with accepted industry practice, to enable the Contractor to apply for and obtain the relevant certificates, licences, consents, permits or approvals from the relevant Authority;</li> <li>submit any application for the relevant certificates, licences, consents, permits or approvals in</li> </ol> </li> </ol>

Item	Item Description	Particulars
		<p>a timely fashion;</p> <ol style="list-style-type: none"> <li>submit supporting documentation and information as reasonably required by the relevant Authority for applying for and obtaining the relevant certificates, licences, consents, permits or approvals; or</li> <li>comply with the usual conditions, procedures and protocols of the relevant Authority relating to applications for the relevant certificates, licences, consents, permits or approvals; or</li> </ol> <p>7. any other cause which is expressly stated in the Contract to be a cause for Time Adjustment for Practical Completion (save where it is caused or contributed to by any act or omission of the Contractor or its Personnel).</p> <p>Any of the following events whether occurring before, on or after the Date for Practical Completion:</p> <ol style="list-style-type: none"> <li>delays caused by: <ol style="list-style-type: none"> <li>the Principal;</li> <li>the Superintendent; or</li> <li>the Principal's Agents,</li> </ol> except to the extent of delay caused by the Principal, the Superintendent or the Principal's Agents that is expressly allowed, permitted or contemplated by the Contract or arising from the Principal, the Superintendent or the Principal's Agents acting in accordance with the Contract; or</li> <li>any breach of the Contract by the Principal</li> </ol>
3.7	Compensable Cause (clause 18.2)	<p>means the causes of delay referred to in Item 3.6 of Annexure A:</p> <ul style="list-style-type: none"> <li>[insert].</li> </ul>



# Step 1 – Annexure A – Document Particulars

## 4 General Particulars

Item	Item Description	Particulars
4.1	Deemed Latent Condition (clauses 1.1 and 7.3)	<ul style="list-style-type: none"> <li>[insert]</li> </ul>
4.2	Excluded Site Conditions (clauses 1.1 and 7.3)	<ul style="list-style-type: none"> <li>any and all conditions relating to or affecting temporary works; and</li> <li>other conditions or risks for which a Provisional Sum Item has been allowed in the Contract.</li> <li>[insert]</li> </ul>
4.3	Contractor's Representative (clause 1.1 and 3.3)	[insert]
4.4	Defects Liability Period (clauses 1.1 and 16.3(5)(a))	[52] weeks
4.5	Payment Claim Dates (clauses 1.1 and 8.7)	<p>The later of the date worked out as follows:</p> <ul style="list-style-type: none"> <li>other than in respect of the Payment Claim first issued after the Date of Practical Completion of the whole of the Works, the last day of the month for work under the Contract completed up to and including the 25th day of the month; and</li> <li>in respect of the Payment Claim first issued after the Date of Practical Completion of the whole of the Works, the last day of the month in which the whole of the Works achieved Practical Completion for work under the Contract up to and including the Date of Practical Completion; and</li> <li>the date of satisfaction of the last Claim Precondition Obligation to be satisfied.</li> </ul>
4.6	Exclusions from Contractor's Design Obligations (if any) (clauses 1.1 and 9.2)	[insert]
4.7	Practical Completion Deliverables (clauses 1.1 and 12.6(3))	<ul style="list-style-type: none"> <li>All approvals relevant to the work under the Contract or the Works (other than approvals for which the Principal is responsible (if any)) including final certificates of occupation or classification ensuring the completed Works can be lawfully used for their</li> </ul>

Item	Item Description	Particulars
		<p>purpose;</p> <ul style="list-style-type: none"> <li>Operation or maintenance manuals for any plant, equipment or other Hems included in the Works;</li> <li>All warranties required under the Contract;</li> <li>"As built" drawings (complying with the requirements (if any) set out in the Contract);</li> <li>An "as built" survey of the Works showing their location relative to the boundaries of other improvements on the Site;</li> <li>Final dilapidation reports required by the Contract;</li> <li>A schedule of depreciation information including: <ul style="list-style-type: none"> <li>(a) a cost breakdown of the total cost of all depreciable items included in the Works; and</li> <li>(b) particulars of all "Construction Expenditure" for the purposes of the Income Tax Assessment Act 1997 (Cth);</li> </ul> </li> <li>All keys and other locking devices;</li> <li>Consultant Certificates from each Consultant stating that the Works as completed are in accordance with Design Documents (substantially in the form provided in Annexure K);</li> <li>Any other documents which the Contract requires the Contractor to provide prior to Practical Completion; and</li> <li>Written sign off from all relevant authorities in relation to: <ul style="list-style-type: none"> <li>(a) stormwater drainage works;</li> <li>(b) external road works;</li> <li>(c) existing services relocations; and</li> <li>(d) new services connections.</li> </ul> </li> </ul>

Item	Item Description	Particulars	
		provided as work under the Contract.	
4.8	Principal Approved Subcontractors (clauses 1.1 and 3.5)	Subcontractor	Relevant work under the Contract
		[insert]	[insert]
4.9	Security (clauses 1.1 and 5.1(1))	<p>[User note: delete those clauses below, if not required]</p> <ul style="list-style-type: none"> <li>An Unconditional Undertaking in the amount of \$[insert] to be provided within 7 days after the Contract Date in the form of two Unconditional Undertakings each in the amount of \$[TBC];</li> <li>Retention moneys by way of deduction of [insert]% of each progress payment until a total of \$[insert] is held.</li> </ul>	
4.10	Adjustment of Security (clause 5.1(3))	<p>[insert]%</p> <p>If no percentage is nominated a default of 0.5% will apply</p>	
4.11	Superintendent (clauses 1.1 and 3.2)	[insert]	
4.12	Key Personnel (clause 3.6(2))	Name	Position
		[insert]	[insert]
		[insert]	[insert]
4.13	Performance Guarantee (clause 5.2(1))	A Performance Guarantee [is/is not] required	
4.14	Works Insurance (clause 6.5(1))	The Contractor [is/is not] required to arrange Works Insurance	
4.15	Minimum Works Insurance Amount (clause 6.5(1)(a))	An amount equal to [insert]% of the Contract Sum	
4.16	Minimum Public Liability Insurance (clause 6.5(2))	\$[insert]	
4.17	Minimum Vehicle Insurance Amount (clause 6.5(4))	\$[insert]	
4.18	Minimum Professional Indemnity	\$[insert]	



# Step 1 – Annexure A – Document Particulars

Item	Item Description	Particulars	
	Insurance Amount (clause 6.5(5))		
4.19	Payment Address (clause 8.2(2))	[insert]	
4.20	Principal Supplied Items (clause 9.1(7))	[insert]	
4.21	Accessed Site (clause 10.11(1).)	Accessed Site: [insert map description]	
4.22	QBCC licence (clause 10.14(2))	[insert]	
4.23	Intellectual Property Rights (clause 12.3)	[Alternative 1 / Alternative 2]  If no selection a default of 'Alternative 1' will apply	
4.24	Documents and other deliverables to be delivered to the Superintendent after Practical Completion and time for delivery (clause 12.8(1))	<u>Documents and other Deliverables</u> <ul style="list-style-type: none"> <li>Two (2) complete sets of final "As-Built" drawings (hard copy and electronic PDF and CAD format) (and complying with the requirements (if any) set out in the Contract;</li> <li>An "As-Built" record of services;</li> <li>Two (2) complete sets of Operations and Maintenance Manuals prepared separately for each consultancy discipline; and</li> <li>Those</li> </ul>	<u>Time for delivery</u>  Within 14 days after the Date for Practical Completion

Item	Item Description	Particulars		
		deliverables required by the Contractor Management Plans.		
4.25	Special Warranties (clause 12.13(1), Annexure J)	Subcontractor	Item of Work Under the Contract	Period
		[insert]	[insert]	[insert]
4.26	Address for Notices (clause 26(4)(a)(iii))  – Principal  – Contractor	Principal: Attention: [TBC]  [TBC]  Contractor: Attention [TBC]  [TBC]		
4.27	Site Owners (clauses 1.1 and 3.8)	[insert]		
4.28	Other Stakeholder (clause 1.1 and item 4(6) of Annexure C)	[insert]		
4.29	Subcontractors required to sign deed of novation (clause 3.5(1)(e))	[insert]		
4.30	Novated Subcontractors (clauses 1.1 and 3.5(4))	Novated Subcontractor	Novated Subcontractor Contract	
		[insert]	[insert]	
4.31	Subcontractors required to sign Side Deeds (clause 3.5(6))	[insert]		
4.32	Consultant Design Work Categories (clause 3.5(7))	[insert]		
4.33	Minimum Consultant's Professional Indemnity Insurance Amount (clause 3.5(7)(e)(i))	Contractor's Design Obligations	Amount of Insurance	
		[insert]	[insert]	

## 5 Separable Portion Particulars

Item	Item Description	Particulars
------	------------------	-------------

Item	Item Description	Particulars		
5.1	Separable Portion Number	Separable Portion 1	Separable Portion 2	Separable Portion 3
5.2	Separable Portion Description (clause 16.3)	[insert]	[insert]	[insert]
5.3	Date for Practical Completion (clause 1.1)	[insert]	[insert]	[insert]
5.4	Liquidated Damages Rate (clause 16.2)	[insert]	[insert]	[insert]

## 6 Agreed Variations

Item	Item Description	Particulars		
6.1	Agreed Variation Item (clauses 1.1 and 18.3)	Agreed Variation 1	Agreed Variation 2	Agreed Variation 3
6.2	Agreed Variation Description (clause 18.3)	[insert]	[insert]	[insert]
6.3	Agreed Variation Amount (clause 1.1 and 18.3)	[insert]	[insert]	[insert]
6.4	Agreed Variation Time Period (clause 1.1 and 18.3)	[insert]	[insert]	[insert]

## 7 Milestone Particulars

Item	Item Description	Particulars	
7.1	Milestone Number (clause 15.7)	Milestone 1	Milestone 2
7.2	Milestone Description (clause 1.1 and 15.7)	[insert]	[insert]
7.3	Date for Milestone Completion (clause 1.1 and 15.7(1))	[insert]	[insert]
7.4	Requirements for Milestone Completion (clause 15.7)	[insert]	[insert]
7.5	Milestone Liquidated Damages	[insert]	[insert]



# Step 1 – Annexure B – Special Conditions

## Annexure B – Special Conditions

[insert]

*[NRF Note: The contract conditions are not intended to be a comprehensive set out conditions for any type of contract or party entering into the contract. Concepts such as Queensland Government Ethical Supplier requirements, or obligations of third party agreements (i.e. financier agreements) will need to be considered on a case by case basis, and any special conditions are to be agreed between the parties and included in this annexure]*

# Step 1 – Annexure C – Optional Clauses

Optional clause	Major	Medium	Minor
NGERS	Included as an optional clause	Included as an optional clause	Not included as an optional clause
Design Obligations	Included as an optional clause	Included as an optional clause	The clause can be stated to apply in Annexure A
Rise and Fall	Included as an optional clause	Included as an optional clause	Not included as an optional clause
Obligations to Benefit Site Owner	Included as an optional clause	Included as an optional clause	Not included as an optional clause
Asbestos	Included as an optional clause	Included as an optional clause	Not included as an optional clause
Project Trust Accounts	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	Included as an optional clause	Included as an optional clause	Not included as an optional clause
Superintendent's Representative	Included as an optional clause	Included as an optional clause	Not included as an optional clause
Project Control Group	Included as an optional clause	Not included as an optional clause	Not included as an optional clause
Bill of Quantities	Included as an optional clause	Included as an optional clause	Not included as an optional clause
Separate Contractors	Included in the contract by default	Included as an optional clause	Not included as an optional clause
Performance Guarantee	Included in the contract by default	Included as an optional clause	Not included as an optional clause
Direct Payment of Workers and Subcontractors by Principal	Included in the contract by default	Included as an optional clause	Not included as an optional clause
Maintenance Obligations	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	Included in the optional design clause by default	Included as an optional clause in the optional design clause	Not included as an optional clause
Commissioning	Included in the contract by default	Included as an optional clause	Not included as an optional clause



# Step 1 – Annexures E, F, G

## Annexure E – Technical Requirements

[NRF Note: This will include the scope of works and other technical documents (including the PPR)]

## Annexure F– Design Requirements

8 Prior Design

[insert]

9 Preliminary Design

[insert]

## Annexure G – Principal Supplied Information

[To be inserted]

# Step 2 – Final Checks

## Step 2 – Final Checks

- Entity details
- Remove drafting notes
- ASIC searches
- QBCC searches
- Insolvency
- Litigation search history

InfoTrack  
www.infotrack.com.au  
1800 738 524

ASIC  
Current Organisation Extract

InfoTrack

ASIC Data Extracted 27/11/2023 at 10:01

This extract contains information derived from the Australian Securities and Investment Commission's (ASIC) database under section 1274A of the Corporations Act 2001. Please advise ASIC of any error or omission which you may identify.

No changes to the company information have been detected since last extracted.

ACN (Australian Company Number):  
ABN:  
Current Name:  
Registered in:  
Registration Date:  
Previous State Number:  
Review Date:  
Company Bounded By:

Document No.

- Current Organisation Details -

Name:  
Name Start Date:  
Status:  
Type:  
Class:  
Sub Class:

- Company Addresses -

- Registered Office  
Address:  
Start Date:

- Principal Place of Business  
Address:  
Start Date:

- Company Officers -

QBCC - Search for Licensee

Licence Number:

Particulars

Licence Search - Main Page

Business Name:  
Licence Address:  
Trading Name:  
MR Category:  
ABN:  
ACN:

Licence Class	Licence Type	Condition*	Status
<a href="#">Builder - Open</a>	Builder Licence	NO	Active

\* NOTE: Where QBCC has imposed a condition, details of the condition can be obtained by downloading a licensee's full history.

**Disclaimer:** QBCC does not warrant information regarding Key Personnel correctly reflects the actual information contained through the Australian Securities and Investment Commission (ASIC). The information listed above only reflects the information recorded on QBCC's register as at the time of printing the search. To find the actual key personnel details of a company QBCC recommends you obtain a company search from ASIC - <http://www.asic.gov.au/asic/asic.nsf>.

Licencee's Full History

### Other licenses to consider\*

- **Demolition Works** – demolition license + certificate
- **Asbestos Removal & Associated Works** – Class A License, Class B License
- **Asbestos Assessors** – must be independently licensed as an asbestos assessor



## Step 2 – Final Checks

## Step 2 – Final Checks

- Entity details
- Remove drafting notes
- ASIC searches
- QBCC searches
- Insolvency
- Litigation search history

(creditor)watch

Credit Report

Name

ABN

ACN

Document Type

Report Generated

ASIC Extract

ASIC Extract Status

F / O

Default Risk

No Registered Defaults

ASIC Published Notices

Credit Enquiries

No Court Actions

Critical ASIC Documents

External Administration

No Mercantile Enquiries

Important Cross Directorships Not Available

Credit Report

Included

RiskScore

Included

Payment Rating

Not Included

CW Bankruptcy Check (PIRS)

Not Included

ASIC Data (On File)

Not Included

ASIC Current Extract

Not Included

ASIC Current & Historical

Not Included

PPSR ACN

Not Included

PPSR ABN

Not Included

PPSR Business Name

Not Included

Append Docs Lodged

Included

Append Business Names

Included

Append Credit Enquiries

Included

Adverse

Risk Data Detected - Review Required

Risk Category	Risk Level	Risk Overview
ASIC Published Notice	High	There are asic published notices connected to this company
High Risk ASIC Documents	High	Documents lodged with ASIC in the past 18 months relating to Winding up notifications, external administrations, court orders, scheme of arrangements or liquidations
ASIC Status	High	The company is under external administration

Status Changes

ASIC Entity Status Changes

Change Date	ASIC Status
	Under External Administration And/Or Controller Appointed (Current status)
	Registered

The most common ASIC entity statuses are: registered, deregistered, external administration and strike-off action in progress. identifies if there have any been changes to the status of the entity's ACN, and the date the changes have occurred.

# Step 3 - Execution – QBCC + FIA

## Step 3 - Execution

- Determine execution procedure
  - Wet ink, electronic signing, counterparts.
- Determine method of execution (s 127, Authorised Representative, Power of Attorney).
- Order of execution – FIA, QBCC Acknowledgment.
- Share fully executed contract with Contractor.

## QBCC Execution

### 6 Exclusion of QBCC Act Provisions

#### 6.1 Application

This clause will only apply if section 67K of the QBCC Act applies to the Contract. [Drafting note: This clause will only apply to domestic building contracts. Delete otherwise]

#### 6.2 Application of the QBCC Act

Section 67K of the QBCC Act provides that a 'building contract' is subject to a condition that, before Practical Completion of the building work is reached, the total value of:

- (1) all retention amounts that have been withheld by the Principal; and
- (2) all securities held by the Principal, must not exceed 5% of the contract price for the Contract.

#### 6.3 Express agreement to exclude section 67K of the QBCC Act

The parties expressly agree, by initialing this document in the space below, that the Contract is not subject to the condition imposed by section 67K of the QBCC Act as outlined and explained in clause 6.1.

Principal

Contractor

### 7 Contractor's Corporate Warranties

[Drafting Note: This clause may be subject to change depending on the corporate structure of the Contractor]

The Contractor represents and warrants that:

- (1) it is validly existing under the laws of its place of incorporation or registration;
- (2) it has the power to enter into and perform its obligations under this Contract;
- (3) it has taken all corporate action and holds all approvals necessary or desirable to enable its entry into and performance of this Contract, and it is complying with any conditions attached to the approvals;
- (4) its obligations under this Contract are enforceable against it under the terms of the Contract; and
- (5) the execution, delivery and performance by it of this Contract (and any other document required to be entered into by it relating to this Contract) does not and will not:
- (6) result in a breach of, or constitute a default under, any agreement or arrangement to which it is party or by which it is bound; or



# Execution – QBCC + FIA

## FIA Execution

### Execution

EXECUTED as an agreement in Queensland

*[Drafting Note: Execution blocks of each party to be confirmed]*

#### PRINCIPAL

Executed by #idd party name #  
#idd ACN/ABN number (include 'ACN' or  
'ABN')# by its duly authorised representative:

.....  
Name of authorised representative (BLOCK  
LETTERS)

.....  
Signature of authorised representative

Executed by #idd Company name #  
#idd ACN/ABN number (include 'ACN' or  
'ABN')# in accordance with section 127 of the  
Corporations Act 2001 (Cth):

.....  
Director/company secretary

.....  
Director

.....  
Name of director/company secretary  
(BLOCK LETTERS)

.....  
Name of director  
(BLOCK LETTERS)

Executed by #idd Company name #  
#idd ACN/ABN number (include 'ACN' or  
'ABN')# in accordance with section 127 of the  
Corporations Act 2001 (Cth):

.....  
Name of sole director <Alt 1 and sole  
company secretary end Alt 1> (BLOCK  
LETTERS)

.....  
Signature of sole director <Alt1 and sole  
company secretary end Alt1>  
<Alt2> who states that the company does not  
have a company secretary end Alt2>

#### CONTRACTOR

Executed by #idd party name #  
#idd ACN/ABN number (include 'ACN' or  
'ABN')# by its duly authorised representative:

.....  
Name of authorised representative (BLOCK  
LETTERS)

.....  
Signature of authorised representative

Executed by #idd Company name #  
#idd ACN/ABN number (include 'ACN' or  
'ABN')# in accordance with section 127 of the  
Corporations Act 2001 (Cth):

.....  
Director/company secretary

.....  
Director

.....  
Name of director/company secretary  
(BLOCK LETTERS)

.....  
Name of director  
(BLOCK LETTERS)

Executed by #idd Company name #  
#idd ACN/ABN number (include 'ACN' or  
'ABN')# in accordance with section 127 of the  
Corporations Act 2001 (Cth):

.....  
Name of sole director <Alt 1 and sole  
company secretary end Alt 1> (BLOCK  
LETTERS)

.....  
Signature of sole director <Alt1 and sole  
company secretary end Alt1>  
<Alt2> who states that the company does not  
have a company secretary end Alt2>

# Addressing common challenges and providing solutions.

Challenges	Suggested Solutions
Ambiguity in Contract Terms	<ul style="list-style-type: none"><li>• The contract templates include clear definitions and standardised terms to minimise ambiguity.</li><li>• These terms should be regularly updated and reviewed for consistency across all contract documents.</li><li>• Do not included the contractor's tender response as a contract document</li><li>• Make sure documents included in the contract are checked for consistency</li><li>• Check qualifications and assumptions</li></ul>
Inadequate Risk Allocation	<ul style="list-style-type: none"><li>• The templates outline risk allocation, specifying which party bears responsibility for different risks (e.g., site conditions, delays, weather events).</li><li>• The templates allow you to tailor the risk allocation to suit the project.</li><li>• These risk allocations could be highlighted upfront and provide clear guidelines for contractors in bidding.</li></ul>
Complex or Overly Detailed Requirements	<ul style="list-style-type: none"><li>• The use of different templates (major, medium and minor) balances legal requirements with appropriate contract structures for different project complexity, focusing on key deliverables, timelines, and outcomes.</li><li>• A simple overview or summary could be provided of the key terms to ensure contractors can easily navigate and understand the most critical aspects of the contract when bidding.</li></ul>
Misalignment with Workflows/ Systems	<ul style="list-style-type: none"><li>• The templates are designed to be flexible and adaptable to various administrative workflows, with clear clauses on reporting, invoicing, and project management expectations.</li><li>• Briefing sessions could be offered to guide contractors in adapting to the specific contractual processes or help them align their internal systems with the contract requirements.</li></ul>



# Addressing common challenges and providing solutions.

Challenges	Suggested Solutions
<b>Inaccurate/ Insufficient Pricing Due to Unclear Scope</b>	<ul style="list-style-type: none"><li>• Templates include detailed scope and pricing schedules that define project milestones and payment structures to ensure clarity on deliverables and pricing expectations.</li><li>• Further, by encouraging early engagement with contractors ensures that any ambiguities in the scope are addressed through site visits or scope clarification meetings, helping contractors submit accurate bids.</li></ul>
<b>Delayed Approvals or Communication Breakdowns</b>	<ul style="list-style-type: none"><li>• Clear processes for approvals, communications, and escalation are embedded within the templates, ensuring timely decision-making and resolution of issues.</li><li>• Appropriate representatives need to be appointed under the contract that can manage relationship with contractor and respond on issues.</li></ul>



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**Advanced tips for effective use.**



# Ensuring compliance with Local Buy processes.

## Centralised Hub

Access your central, branded and configured interactive procurement hub.

## Procurement Platform

Market leading go-to-market platform for all quotes or tenders needs

## Data and Analytics

Comprehensive cleansed reporting dashboards, in the procurement context.

## Technology Solutions

Digitise to remove inefficiencies and risk, better use resources and identify opportunity.

## Powerful reporting and insights

Dashboard reporting identifies trends, spend opportunities, and process improvements across all spend profiles.

## Improved economic outcomes

Identify and engage with Local Suppliers more easily, plus, built-in REMPLAN economic development impact reporting and scenario modelling.

# Practical advice for tailoring agreements to specific project needs.

## Considerations

### Read and understand contracts

- **Review Key Provisions:** Ensure all stakeholders understand key clauses, (eg, extensions of time, delay costs, disruption costs, and direct costs). Know what events will trigger these claims.
- **Assess Event Triggers for Extensions:** Identify which events qualify the contractor for time extensions and whether these also trigger delay costs and/or other relief.
- **Understand the Variation Mechanism:** Clarify direct costs v amounts covered by profit margin and overheads and how variations should be valued under the agreed mechanism.
- **Ensure Contract Clarity:** Avoid leaving ambiguities that could lead to disputes or inconsistent application of the contract terms.

### Identify and Assign Risks Early

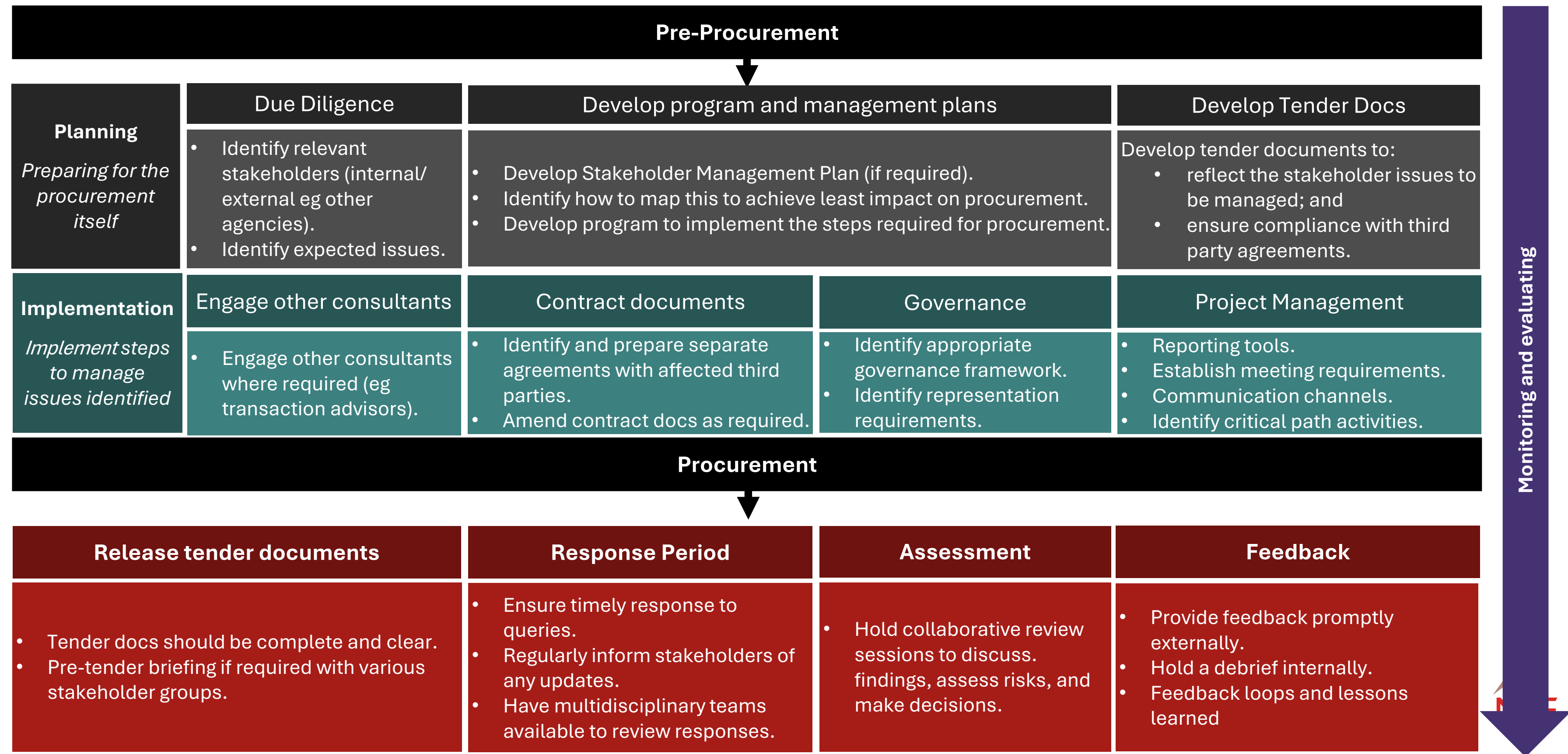
- **Early Risk Identification:** Identify potential risks early, (i.e. weather/ site conditions) ensure they are addressed in the contract.
- **Assign Risks Strategically:** Assign responsibility for risks to the appropriate party (e.g., contractor vs. council). This ensures the right party bears the financial responsibility for them.
- **Address Project Specific Risks:** review and identify special risks and then consider how the contract can respond to the risks through completion of the contract, special conditions or amendments, ensuring they are captured in the right sections for clarity and enforceability.
- **Avoid Unclear Risk Allocation:** Ensure risks such as delays, scope changes, and unforeseen conditions are explicitly defined in the contract, preventing uncertainty over who holds responsibility.

### Complete the contracts strategically

- **Protect the Principal's Interests:** Avoid conceding time and cost risks without a value for money assessment. Ensure any risk transfers are justified and balanced.
- **Address Deviation Requests:** Don't just accept deviations or assumptions from the contractor's tender. Address these through review and evaluation processes during the tender and usual negotiation approaches.
- **Maintain Clear Precedence:** Ensure agreed departures are properly documented and placed in the correct order of precedence within the contract to manage ambiguity. By design, a departures schedule was not included in the templates.



# Collaboration tips for smooth procurement with stakeholders.









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# Q&A ASK AWAY

If you have any questions regarding Local Buy or how you can take advantage of its benefits, feel free to ask our friendly team now.

Alternatively, you can contact our team at any time.



1800 LB HELP (52 4357)



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# Upcoming Events

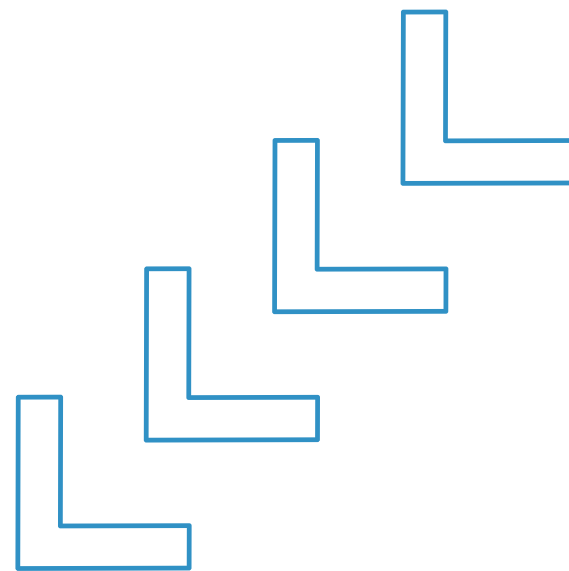


We invite you to check out our events page and explore all the exciting events we have arranged.

- *Local Buy Training & VendorPanel Demonstration*
- *Construction Series - More engaging webinars*
- *Prospective Local Buy Supplier Information Sessions*
- *Fleet Management Forum (August) in Brisbane*



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