QUEENSLAND RAIL LIMITED

MAJOR BUILDING AND CONSTRUCTION CONTRACT

GENERAL CONDITIONS

GENERAL

The General Conditions of Contract which shall apply to this Contract shall be the "General Conditions of Contract (AS 2124-1992)" as amended deleted and added to herein by the Annexure (Parts A and B).

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ANNEXURE to the Australian Standard
General Conditions of Contract

PART A

This Annexure is attached to the Australian Standard General Conditions of Contract AS 2124-1992 and shall be read as part of the Contract.

Payments under the Contract shall be made at: (Clause 1)	Brisbane
The Principal: (Clause 2)	Queensland Rail Limited (ACN 132 181 090)
The address of the Principal:	C/- Manager Procurement Level 1, Railcentre 1, 305 Edward Street, Brisbane, Qld, 4000. [GPO Box 1429, Brisbane, Qld, 4001]
The Superintendent: (Clause 2)	Project Manager Property Services
The address of the Superintendent:	C/- Queensland Rail Level Mez, Railcentre 2, 305 Edward Street, Brisbane, Qld, 4000. [GPO Box 1429, Brisbane, Qld, 4001]
Limits of accuracy applying to quantities for which the Principal accepted a rate or rates: (Clause 3.3(b))	Not Applicable
Bill of Quantities - the alternative applying: (Clause 4.1)	Not Applicable
The time for lodgement of the priced copy of the Bill of Quantities: (Clause 4.2)	Not Applicable
The percentage to which the entitlement to security and retention moneys is reduced: (Clause 5.7)	Security: 1 X Bank Guarantee for $10,000 returned on expiry of Defects Liability Period. Retention: N/A

Interest on retention moneys and security - the alternative applying: (Clause 5.9)	Alternative 2
The number of copies of documents to be supplied by the Principal: (Clause 8.3)	1 Copy
The number of copies of documents to be supplied by the Contractor: (Clause 8.4)	1 Copy
The time within which the Superintendent must give a direction as to the suitability and return the Contractor's copies: (Clause 8.4)	28 days
Work which cannot be subcontracted without approval: (Clause 9.2)	All work
The percentage for profit and attendance: (Clause 11 (b))	10%
The amount or percentage for profit and attendance: (Clause 11 (c))	10%
Principal Contractor – the alternative applying: (Clause 14.5)	Alternative 1
Insurance of the Works - the alternative applying: (Clause 18)	Alternative 1 for a sum equal to the Contract Sum
Public Liability Insurance - the alternative applying: (Clause 19)	Alternative 1
The amount of Public Liability Insurance shall be not less than: (Clause 19)	$20,000,000
The amount of Professional Indemnity Insurance shall be not less than: (Clause 20 A.1)	$10,000,000.00

The time for giving possession of the Site: (Clause 27.1)	1 weeks from the date of notification of acceptance of tender unless otherwise notified by the Principal.
Working hours and days (Clause 32)	Between 06:00 – 18:00hrs Monday to Friday or as approved by the Superintendent. or
# The Date for Practical Completion: (Clause 35.2)	26 weeks from the date of possession of the Site.
# Liquidated damages per day: (Clause 35.6)	$2,500. Per Day
# Limit of liquidated damages: (Clause 35.7)	Unlimited
# Bonus per day for early Practical Completion: (Clause 35.8)	Nil
# Limit of bonus: (Clause 35.8)	Not Applicable
# Costs for delay or disruption: (Clause 36)	(Alternative 2) Schedule of Overheads as shown in Schedule S.
# The Defects Liability Period: (Clause 37)	12 Months
The Charge for overheads, profit, etc. for Daywork: (Clause 41 (f))	10%
Times for Payment Claims: (Clause 42.1)	Monthly
Retention moneys on: (Clause 42.3)	10% of value of progress payments until 5% of Contract Sum is held.
Unfixed plant or materials - the alternative applying: (Clause 42.4)	Alternative 3

The delay in giving possession of the Site which shall be a substantial breach: (Clause 44.7)	3 months
The alternative required in proceeding with dispute resolution: (Clause 47.2)	Alternative 2
The person to nominate an arbitrator: (Clause 47.3)	The chairperson of Resolution Institute (Queensland Chapter)
Location of arbitration: (Clause 47.3)	Brisbane

ANNEXURE to the Australian Standard

General Conditions of Contract

PART B

This Annexure lists clauses that have been deleted, amended or added to Australian Standard General Conditions of Contract AS 2124-1992 and shall be read as part of the Contract.

A SUMMARY OF AMENDMENTS

1. The following Clauses have been deleted from the General Conditions in AS 2124-1992:

Clauses

10.5 Direct Payment of Nominated Subcontractor
17.2 Indemnity by the Principal
42.11 Recourse for Unpaid Moneys

2. The following Clauses have been amended and differ from the corresponding Clauses in AS 2124-1992:

Clauses

1 CONSTRUCTION OF CONTRACT
2 INTERPRETATION
4.4 Errors in Bills of Quantities
5.1 Purpose
5.2 Provision of Security
5.3 Form of Security
5.5 Recourse to Retention Moneys and Conversion of Security
5.7 Reduction of Security and Retention Moneys
6.1 Contract in Absence of Formal Instrument of Agreement
6.2 Formal Instrument of Agreement
7 SERVICE OF NOTICES
8.4 Supply of Documents by Contractor
8.6 Confidential Information
8.7 Media Releases
9.1 Assignment
10.6 Termination of Nominated Subcontract
12.2 Notification
12.3 Extension of Time and Cost
14.4 Documents Evidencing Approvals
15 PROTECTION OF PEOPLE AND PROPERTY
16 Care Of The Works And Reinstatement Of Damage
20 Insurance Of Employees21.2 Failure to Produce Proof of Insurance
24 SUPERINTENDENT'S REPRESENTATIVE
32 WORKING HOURS
35.3 Separable Portions
35.4 Use of Partly Completed Works
35.5 Extension of Time for Practical Completion
36 DELAY COSTS
40.1 Variations to the Work
40.2 Proposed Variations
40.5 Valuation
42.1 Payment Claims, Certificates, Schedules, Calculations and Time for Payment
42.6 Effect of Certificates
42.8 Final Certificate
42.9 Interest on Overdue Payments
42.10 Set Offs by the Principal
43 PAYMENT OF WORKERS AND SUBCONTRACTORS
44.2 Default by the Contractor

44.11 Insolvency
46.1 Contractor's Prescribed Notice

ANNEXURE PART A and APPROVED FORM OF UNCONDITIONAL UNDERTAKING

3. The following Clauses have been added to those of AS 2124-1992:

Clauses

3.4 Minor Items
6.3 Collusive Arrangements
14.5 Workplace Health and Safety
14.6 Rail Safety Workers20A OTHER INSURANCES
30.7 Warranties
30.8 Manuals
30.9 Design
49 CONTRIBUTORY NEGLIGENCE
50 TRAINING POLICY
51 COMPLIANCE WITH THE PRINCIPAL'S POLICIES
52 Queensland Charter For Local Content

ANNEXURE PART A

B DETAILS OF AMENDMENTS

1 CONSTRUCTION OF CONTRACT

Delete in the first paragraph the words "or territory stated in the Annexure" and in lieu thereof insert the words "of Queensland and the parties agree to submit to the jurisdiction of the courts of the state of Queensland".

2 INTERPRETATION

In Clause 2:

(a) In the definition of "Specification", insert after the word "directed" in the second line the words:

"and includes such other specification as may be supplied from time to time to the Contractor by the Superintendent".

(b) Add three new paragraphs as follows:

"Where the Contractor consists of two or more persons, their obligations and liabilities in this Contract shall be joint and several.

Where the expressions "payment certificate", or "Final Payment certificate" are used in this Contract they shall have the same meaning as "payment schedule".

Any expression used in this Contract which is defined in the A New Tax System (Goods and Services Tax) Act 1999 (Cth) has the same meaning in this Contract as so defined."

(c) Add the following definitions:

"Bill of Quantities" means the document named as such stating estimated quantities of work to be carried out.

"Business Day" means any day other than a Saturday, Sunday, public holiday in Queensland or between 22nd December to 10th January of each year.

"GST" means GST as defined in A New Tax System (Goods and Services Tax) Act 1999 (Cth) as amended.

"Payment Claim" means a claim for payment made by the Contractor under Clause 42 hereof.

"Tax Invoice" means an invoice for payment that complies with the requirements of A New Tax System (Goods and Services Tax) Act 1999 (Cth).

"Value Completed" means the value of work carried out by the Contractor (Including approved variations) and incorporated into the Works.'

3.4 Minor Items

Add a new Clause 3.4 as follows:

"3.4 Minor Items

Minor items not expressly mentioned in the Contract but which are necessary for the satisfactory completion and performance of the work under the Contract shall be supplied and executed by the Contractor at the Contractor's own cost and are deemed to be included in the Contract Sum. Such minor items shall not be treated as omitted items for the purposes of Clauses 3.3 or 4.4 and are items the individual value of which does not exceed $2,000."

4.4 Errors in Bills of Quantities

In Clause 4.4

(a) Delete in line 13 of the first paragraph the figure "$400" and insert in lieu thereof the figure "$2,000".

(b) Delete the full stop at the end of paragraph one and insert the words "where the error shall be identified in any one item in the Bill of Quantities."

(c) Add a paragraph as follows:

"If the actual quantity for any item in the Bill of Quantities is found to be greater than twice the quantity provided in the Bill, then a new reduced rate shall be negotiated between the Superintendent and the Contractor for the extra-over quantity, or a new reduced rate ascertained for the extra-over quantity in accordance with clause 40.5 (c)."

5.1 Purpose

Delete the full stop at the end of the clause and add the words "and providing security of payment to subcontractors of the Contractor (as these terms are defined in the Subcontractors' Charges Act 1974-1976 (Act)).".

5.2 Provision of Security

Delete Clause 5.2 and insert in lieu thereof:

"**5.2 Provision of Security**

The Contractor shall provide security to ensure the due and proper performance of the Contract and for providing security of payment to subcontractors of the Contractor (as these terms are defined in the Act) in an amount equal to $3,000 plus 1% of the amount by which the Contract sum exceeds $100,000."

5.3 Form of Security

Delete from the second paragraph the words "party having the benefit of the security" and insert in lieu thereof the word "Principal".

5.5 Recourse to Retention Moneys and Conversion of Security

Delete Clause 5.5 and insert in lieu thereof:

"**5. 5 Recourse to Retention Moneys and Conversion of Security**

The Principal may have recourse to retention moneys and/or cash security.

The Principal may at any time convert into money security that does not consist of money whether or not it is then entitled to exercise a right under the Contract in

respect of the security. The Principal shall not be liable in any way for any loss suffered by the Contractor by such conversion.

If after the Principal has exercised all or any of its rights under the Contract in respect of the Security (except for those set out in this clause), the security or any part thereof then remaining is but for this clause releasable to the Contractor, pursuant to Clause 5.7 or 5.8.

5.7 Reduction of Security and Retention Moneys

After the comma in the first line insert the words "or where there are Separable Portions upon issue of the last of the certificates of Practical Completion."

6.1 Contract in Absence of Formal Instrument of Agreement

Add the words "or until" after the word "unless" in the first line.

6.2 Formal Instrument of Agreement

In Clause 6.2:

(a) Delete the number "14" in the second and third paragraphs and insert in lieu thereof the number "28".

(b) Delete the word "Superintendent" in the fourth paragraph and insert in lieu thereof the word "Principal".

(c) Delete the word "Principal" in the last paragraph and insert in lieu thereof the word "Contractor".

(d) Add the following new paragraph:

"The Principal may suspend payments until the Contractor complies with the second paragraph of Clause 6.2"

6.3 Collusive Arrangements

Add a new Clause 6.3 as follows:

"**6.3 Collusive Arrangements**

The Contractor warrants to the Principal that:

(a) the Contractor had no knowledge of the tender price of any other tenderer for the work under this Contract at the time of the Contractor's submission of tender;

(b) the Contractor has not entered into any Contract, arrangement or understanding to pay or allow any money directly or indirectly to a trade or industry association (above the published standard fee) or to or on behalf of any other tenderer in relation to this tender or any Contract to be entered into consequent thereon nor paid or allowed any money on that account nor will the Contractor pay or allow any money on that account;

(c) the Contractor has not paid or allowed or entered into any Contract or arrangement or understanding to pay or allow any money directly or indirectly to or on behalf of any other tenderer nor received any money or allowance from or on behalf of any other tenderer in relation to the Contractor's tender or this Contract entered into nor will the Contractor pay or allow or receive any money as aforesaid.

In the event of the Contractor paying or allowing to or on behalf of a trade or industry association or another tenderer any money in breach of these conditions, such money shall become immediately payable to the Principal. The Principal shall be entitled to withhold from any payment due to the Contractor an equivalent sum as liquidated damages."

7 SERVICE OF NOTICES

In Clause 7:

Add to the final paragraph the words "and a communication by facsimile provided the original is received within 7 days of the date of the facsimile."

Add two new last paragraphs:

"Service of Payment Claims by the Contractor on the Principal shall be made by forwarding to or serving such claims on the Superintendent, the Superintendent's Representative or such other person nominated by the Principal. The signing and issuing of payment schedules to the Contractor may be done by the Superintendent.

The Contractor shall ensure that within 24 hours after any notice (other than a payment claim or payment schedule) under the Building and Construction Industry Payments Act 2004 (BCIP Act) is given or received by the Contractor or any subcontractor a copy of that notice is given to the Principal."

8.4 Supply of Documents by Contractor

In Clause 8.4:

(a) Delete in subparagraph (b) the semi-colon after the word "Contract" and add the words:

"or constitute an approval or direction by the Superintendent under Clause 40.1 or otherwise entitle the Contractor to any additional payment to the Contract Sum;"

(b) Delete at the end of subparagraph (e) the full stop and add in lieu a semi-colon and the following subparagraph:

"(f) the Contractor shall upon request by the Superintendent supply such further information as the Superintendent requires to consider the Contractor's document."

8.6 Confidential Information

Add new last paragraph as follows:

"In order to comply with Queensland government legislation and policy requirements, the Principal may disclose details of this Contract:

(a) on the Queensland Government's QTenders website; or
(b) if required by the Right to Information Act 2009; or
(c) to its shareholding ministers; or
(d) as otherwise required by law or Queensland Government policy."

8.7 Media Releases

Delete from the third line the words "which approval shall not be unreasonably withheld".

9.1 Assignment

Delete Clause 9.1 and insert in lieu thereof:

"**9.1 Assignment**

Unless the Contractor has obtained the prior written consent of the Principal, it may not (nor may it attempt to do so):

- assign all or any part of its right, title or interest in this Contract; or
- novate this Contract,

either to a Related Body Corporate or to a third party.

The Contractor acknowledges and accepts that the Principal may assign all or any part of its right, title or interest in this Contract or it may novate this Contract, to a Related Body Corporate or a third party upon notice to the Contractor advising the effective date of the assignment or novation."

10.6 Termination of Nominated Subcontract

Delete the first sentence and insert in lieu thereof the new sentence "The Contractor shall not terminate a subcontract for Nominated Subcontract Work without the prior approval of the Superintendent.".

12.2 Notification

Delete from the second paragraph the words “If required by the Superintendent, the” and insert in lieu thereof the word “The”.

12.3 Extension of Time and Cost

Delete the full stop at the end of the first paragraph and add the words “provided the Contractor has complied with Clauses 12.2 and Clause 35.5”.

14.4 Documents Evidencing Approvals of Authorities

Delete from the first line the word “Principal” and insert in lieu thereof the word “Superintendent” and insert the words “at the Contractor’s expense” after the word “shall” in the first line.

14.5 Work Health and Safety

Add a new Clause 14.5 as follows:

“14.5 Work Health and Safety

Alternative 1

For the purpose of this clause 14.5 the expression “Safety Legislation” means all applicable occupational health and safety legislation (including, without limitation, all rail and electrical safety legislation) and associated regulations together with any directions or notices issued by any relevant authority or any code of practice or compliance code appropriate or relevant to the performance of work under this Contract. "Safety Requirements" means any and all directions, instructions, requests or requirements relevant to or associated with work health and safety which the contractor has been informed of orally or in writing by the Principal.

The Contractor shall comply with, and ensure that any and all subcontractors or other persons engaged in performing the work under the Contract comply with all Safety Legislation and Safety Requirements.

The Contractor shall maintain appropriate safety precautions and programs so as to prevent injury to persons or damage to property on, about or adjacent to the site where the work under the Contract is performed.

On and from the Date of Acceptance of Tender:

- the Principal shall be deemed to have appointed the Contractor to be the Principal Contractor pursuant to the *Work Health and Safety Regulations 2011* (Qld) (WHS Regulations); and
- the Contractor shall be deemed to have accepted the appointment;
- the Contractor shall in respect of the work under the Contract be responsible for the performance of the duties of Principal Contractor under the WHS Regulations; and
- the Contractor is authorised to have management or control of the workplace where the work the Contract is to be performed in order to discharge the Contractor’s duties as Principal Contractor.

The Contractor’s appointment as Principal Contractor shall continue during the currency of this Contract unless sooner suspended or revoked by the Principal giving 21 days notice in writing to the Contractor of its suspension or revocation, or by the Principal taking over or terminating this Contract pursuant to any provision of this Contract or according to law.

Should the Principal suspend or revoke the Contractors appointment as Principal Contractor or terminate this Contract the Contractor shall cooperate with the

Principal or the Principal's new Principal Contractor to ensure a smooth transition or hand over of the Principal Contractor role and shall:

- attend transition or hand over meetings;
- assist with the development of a Safety Transition Plan; and
- hand over any relevant Principal Contractor documentation to the new Principal Contractor.

The Contractor shall indemnify and keep indemnified the Principal against all liabilities which may be imposed under or which may arise out of enforcement of any Safety Legislation.

The Contractor shall provide the Principal and the Superintendent with access to the site and all necessary assistance (including, without limitation, providing access to relevant documentation) to enable the Principal or any person nominated by the Principal to undertake any audit, checks or observations of the Contractor and any subcontractors or other persons engaged in performing the work under the Contract.

The Contractor shall cooperate, consult and coordinate activities with the Principal and the Superintendent, and ensure that any and all subcontractors or other persons engaged to perform any part of the work under Contract cooperate, consult and coordinate activities with the Principal, the Superintendent and the Contractor, to enable the Principal and Superintendent to comply with their obligations under Safety Legislation.

The Contractor shall promptly notify the Principal of any incident which is required to be reported to any regulatory authority and cooperate with the Principal and the Superintendent in relation to the incident, including providing information and documentation to the Principal and the Principal or the Superintendent as requested in relation to the incident. The Contractor shall if instructed by the Superintendent investigate jointly with the Principal the occurrence of any incident.

Where the Contractor's obligations as Principal Contractor overlap with work carried out by the Principal as a rail transport operator pursuant to the Transport (Rail Safety) Act 2010 (TRSA) then in such case:

- the Contractor shall be responsible for compliance with the obligations of a Principal Contractor as set out in the WHS Regulations;
- the Principal shall be responsible for compliance with the obligations of a rail transport operator as set under the TRSA; and
- the Parties must consult and co-ordinate their activities so far as reasonably practicable in relation to work health and safety matters (including rail safety) and to ensure that each Party is able to comply with their respective duties in accordance with the Safety Legislation and Safety Requirements.

The Contractor acknowledges that its employees, agents or subcontractors must not be affected by alcohol or drugs when they:

- sign on for work, or
- are on duty, or
- are on call or are required to provide professional safety related advice and give safety related instructions when not on duty, or
- are acting on behalf of the Principal but executing functions or duties at the request of a principal contractor or Third Party Operator.

The Contractor agrees and acknowledges that the Principal may:

- by either breath or saliva sample, at any time, conduct random tests for alcohol and/or drugs on its personnel, agents or subcontractors who enter the Principal's land or sites; and
- exclude from any of the Principal's land or sites any Contractor's personnel, agents or subcontractors who test positive to drugs or whose alcohol reading exceeds 0.00%.

The Contractor shall have appropriate risk management systems and safety management systems in place and shall comply with the provisions of the Transport (Rail Safety) Act 2010, including having in place a Fatigue Management Program which complies with the relevant legislation.

Alternative 2

For the purpose of this clause 14.5:

- "Safety Legislation" means all applicable occupational health and safety legislation (including, without limitation, all rail and electrical safety legislation) and associated regulations together with any directions or notices issued by any relevant authority or any code of practice or compliance code appropriate or relevant to the performance of work under this Contract.
- "Safety Requirements" means any and all directions, instructions, requests or requirements relevant to, or associated with work health and safety of which the Contractor has been informed by the Principal orally or in writing, including any directions, instructions, requests or requirements to enable the Principal to comply with its obligations as Principal Contractor under the *Work Health and Safety Regulations 2011* (Qld).

The Contractor shall:

- Comply with, and ensure that any and all subcontractors or other persons engaged in performing the work under this Contract comply with all Safety Legislation and Safety Requirements.
- Maintain appropriate safety precautions and programs so as to prevent injury to persons or damage to property arising out of the performance of the work under this Contract.
- Promptly notify the Principal of any incident which is required to be reported to any regulatory authority and cooperate with the Principal and the Superintendent in relation to the incident, including providing information and documentation to the Principal and the Superintendent as requested in relation to the incident. The Contractor shall if instructed by the Superintendent investigate jointly with the Principal the occurrence of any incident.
- Cooperate, consult and coordinate activities with the Principal and the Superintendent, and ensure that any and all subcontractors or other persons engaged to perform any part of the work under Contract cooperate, consult and coordinate activities with the Principal, the Superintendent and the Contractor, to enable the Principal and Superintendent to comply with their obligations under Safety Legislation.
- Comply with the Principal's Work Health and Safety Management Plan.
- If requested by the Principal undertake Site specific Health & Safety Site Inductions.

Where the Contractor's obligations as Principal Contractor overlap with work carried out by the Principal as a rail transport operator pursuant to the Transport (Rail Safety) Act 2010 (TRSA) then in such case:

- the Contractor shall be responsible for compliance with the obligations of a Principal Contractor as set out in the WHS Regulations;
- the Principal shall be responsible for compliance with the obligations of a rail transport operator as set under the TRSA; and
- the Parties must consult and co-ordinate their activities so far as reasonably practicable in relation to work health and safety matters (including rail safety) and to ensure that each Party is able to comply with their respective duties in accordance with the Safety Legislation and Safety Requirements.

The Contractor acknowledges that its employees, agents or subcontractors must not be affected by alcohol or drugs when they:

- sign on for work, or
- are on duty, or
- are on call or are required to provide professional safety related advice and give safety related instructions when not on duty, or
- are acting on behalf of the Principal but executing functions or duties at the request of a principal contractor or Third Party Operator.

The Contractor agrees and acknowledges that the Principal may:

- by either breath or saliva sample, at any time, conduct random tests for alcohol and/or drugs on its personnel, agents or subcontractors who enter the Principal's land or sites; and
- exclude from any of the Principal's land or sites any Contractor's personnel, agents or subcontractors who test positive to drugs or whose alcohol reading exceeds 0.00%."

14.6 Rail Safety Workers

Add a new Clause 14.6 as follows:

"**14.6 Rail Safety Workers**

To comply with the requirements of the Transport (Rail Safety) Act 2011, the Contractor shall ensure that, before any rail safety work commences, persons including its employees performing rail safety work shall:

(a) be competent to carry out rail safety work;

(b) be assessed for competence;

(c) undertake a medical assessment;

(d) have a record of competence and maintain qualifications; and

(e) carry identification that enables their competency and training to be checked.

The Contractor shall ensure all persons, including employees and subcontractors of the Contractor who perform rail safety work (Rail Industry Worker) shall be required to carry a Rail Industry Worker card (Card), and ensure this Card is presented (on request) to the Principal, the Superintendent, the Superintendent's Representative, the Rail Safety Regulator or any rail safety officer acting on the regulator's behalf.

To obtain a Rail Industry Worker Card, the Contractor's employees and subcontractors should:

1. access the Principal's competency matrices to identify the competencies required;
2. obtain any additional competencies required; and
3. register to obtain a card.

The Principal's competency matrices can be found at the following website:

http://www.queenslandrail.com.au/forbusiness/contractors/railworkers

The Rail Industry Worker Card registration can be done by accessing the following website:

http://railindustryworker.com.au/ "

15 PROTECTION OF PEOPLE AND PROPERTY

In Clause 15:

(a) Delete the full stop at the end of the last paragraph and add the words "and may be set off immediately against any sum due or to become due to the Contractor."

(b) Add the following as a new paragraph:

"Where the provision of an item is stated or deemed by the Superintendent to be necessary for the normal safe working, operation, or protection of the Works, the Contractor shall provide such item and the cost of providing same shall be deemed to be included in the Contract Sum."

16 CARE OF THE WORKS AND REINSTATEMENT OF DAMAGE

Delete the closing bracket after the word "Contractor" in the second line of Clause 16.3(e).

20 INSURANCE OF EMPLOYEES

Delete in line 1 of paragraph 2 the word *"statutory"* and insert the words *"common law".*

20A OTHER INSURANCES

Add new Clause 20A as follows:

"**20A OTHER INSURANCES**

20 A.1 Professional Indemnity Insurance

The Contractor shall before commencing work under the Contract take out and maintain during the currency of the works with a company licensed to carry on business in Australia a policy of professional indemnity insurance for an amount not less than that stated in Annexure Part A in respect of the work to be carried out by the Contractor under this Contract.

20 A.2 Motor Vehicle and Other Insurances

The Contractor shall before commencing work under this Contract take out and maintain during the currency of the Works policies covering:

(a) liability for death or injury to any person or loss or damage or property caused by or arising out of the use on public roads or otherwise of all vehicles, plant, equipment, tools or things which are the property of or are hired or on loan to or under the control of the Contractor or the subcontractors of the Contractor in respect of the works to be carried out by the Contractor under the Contract; and

(b) injury or death occurring on site not in respect of the Contract to any persons not being an employee of the Principal, the Contractor, the subcontractors of the Contractor , or others defined as "insured" under the policy of insurance referred to in Clause 19 for a sum not less than $10,000,000.

20 A.3 Excesses

The policies of insurance referred to in Clauses 18 and 19 are subject to excesses as noted thereon. The Contractor shall, in making a claim, pay and be responsible for such excesses to which the policies of insurance are subject. The Contractor may at the Contractor's own cost take out and maintain additional insurance to cover the Contractor in respect of such excesses."

21.2 Failure to Produce Proof of Insurance

In the second line, delete the words "Clause 18, 19 or 20" and substitute in lieu thereof the words "Clause 18, 19, 20 or 20A", and in the sixth and seventh lines, delete the works "Clause 18, 19 and 20" and substitute in lieu thereof the words "Clause 18, 19, 20 and 20A".

24 SUPERINTENDENT'S REPRESENTATIVE

Delete the last paragraph.

30.7 Warranties

Add a new Clause 30.7 as follows:

"**30.7 Warranties**

The Contractor shall ensure that the benefit of all warranties or guarantees supplied by contractors, subcontractors, manufacturers, suppliers or providers of goods, materials and equipment are transferred or assigned to the Principal within one month of the Date of Practical Completion."

30.8 Manuals

Add a new Clause 30.8 as follows:

"**30.8 Manuals**

The Contractor shall ensure that all manuals and other operational literature relevant to the Works are delivered to the Superintendent on or before the Date of Practical Completion."

30.9 Design

Add a new Clause 30.9 as follows:-

"**30.9 Design**

Where in performing the Works, the Contractor designs works, the Contractor:

(a) warrants all design work will be done by competent design professionals acceptable to the Superintendent and is suitable for the purposes of the Works; and

(b) acknowledges that no review, approval, consent, permission or expression of satisfaction given by the Principal or the Superintendent in respect of such design shall in any way relieve, limit or exclude any of the Contractor's obligations, responsibilities or liabilities under the Contract or detract from any duty of care in Contract or in tort owed by the Contractor to the Principal in respect of such design."

32 WORKING HOURS

Delete Clause 32 and insert in lieu thereof:

"**32 WORKING HOURS**

The working hours and working days shall be as stated in the Annexure unless otherwise approved by the Superintendent.

The working hours and working days shall not be varied without the prior written approval of the Superintendent.

Should the Contractor's tender price be based on working hours and working days which differ from those approved by the Superintendent or stated in the Annexure, then the Principal shall not be liable for any loss or costs incurred by the Principal in the Contractor undertaking the Works outside those working hours or working days approved by the Superintendent or stated in the Annexure.

All loss and costs attributable to the supervision or any other loss or costs incurred by or on behalf of the Principal of work during times stated in the previous paragraph shall be borne by the Contractor and the Principal shall be entitled to deduct such loss or costs from any moneys owing to the Contractor."

35.3 Separable Portions

In Clause 35.3:

(a) Delete the references to words "5.7," and "42.3" in the first paragraph.

(b) Delete the words "security, retention moneys," from the second paragraph where they twice appear.

35.4 Use of Partly Completed Works

Delete the second paragraph and add the following paragraphs in lieu thereof:

"The Principal shall have the right to use or occupy any part of the Works that the Superintendent determines useable notwithstanding that part of the Works or some other part of the Works has not reached Practical Completion. If the Principal uses or

occupies a part of the Works while the Contractor is liable for liquidated damages the amount of liquidated damages shall not be reduced.

In occupying or using a part of the Works either before or after Practical Completion the Principal shall not hinder the Contractor in the performance of the work under the Contract. The occupation or use of the Works or a part thereof shall not limit or affect the Contractor's rights and obligations under the Contract."

35.5 Extension of Time for Practical Completion

In Clause 35.5:

(a) In the first line of the first paragraph delete the words "When it becomes" and insert in lieu thereof the words "Within 7 days of it becoming"

(b) In the fourth line of the first paragraph delete the word "promptly".

(c) Delete the fourth paragraph and insert in lieu thereof:

"The causes are -

(i) industrial disputation not caused or contributed to by the Contractor;

(ii) inclement weather;

(iii) an act, omission or delay caused by the Principal's servants or agents;

(iv) variations directed by the Principal or Superintendent;

(v) a breach of this Contract by the Principal; and

(vi) latent conditions."

(d) In the third line of the seventh paragraph insert the word "working" before the words "days extension".

(e) In the second line of the eighth paragraph insert the word "working" before the words "days extension".

(f) Add a new sentence to the seventh paragraph as follows:

"The Contractor shall not be entitled to an extension of time or damages therefore for any cause of delay in respect of which the Contractor has failed to comply strictly with the notification provisions of the first, third and seventh paragraphs of Clause 35.5."

(g) Add two new paragraphs as follows:

"The Contractor shall maintain records of all delays in a form satisfactory to the Superintendent and upon the Superintendent's request make such records available to the Superintendent for inspection and copying.

For the purposes of this clause, the term "inclement weather" means weather at or in the vicinity of the Site adversely affecting the progress of the Works on Site or deliveries to Site. In determining if the weather can be reasonably deemed to be inclement, regard shall be given to the measures the Contractor has reasonably taken to mitigate the effect of inclement weather."

(h) Delete the second last paragraph and add the following paragraph in lieu:

"Notwithstanding that the Contractor is not entitled to or has not claimed an extension of time, the Superintendent may, for the benefit of the Principal, at any time and from time to time before the issue of a Final Certificate by notice in writing to the Contractor extend the time for practical completion for any reason in the Superintendent's absolute discretion and without being under any obligation to do so."

36 DELAY OR DISRUPTION COSTS

Delete Clause 36 and insert in lieu thereof:

"36 DELAY COSTS

The Contractor shall not be entitled to recover any monetary compensation from the Principal due to a delay in reaching Practical Completion unless and until all the following conditions have been satisfied namely:

(a) the delay was caused by an event of the type described in subparagraphs (i), (iii) to (vi) of paragraph four of Clause 35.5; and

(b) the Contractor has claimed an extension of time in respect of the delay in strict accordance with Clause 35.5; and

(c) an extension of time has been given under Clause 35.5 in respect of the delay; and

(d) no monetary compensation in respect of the delay has been included in the value of any variation or in a valuation made pursuant to Clause 40.5 and no such compensation is payable to the Contractor under any other provision of the Contract.

If nothing is stated in the Annexure, then it is the express intention of the parties hereto that there be no claim either in contract or at law by the Contractor against the Principal for time extension costs, loss or damages.

Provided the above conditions have been complied with the Principal shall pay to the Contractor the extra cost of delay calculated by either of the following methods:

(i) if a maximum daily Rate for delay costs is stated in the Annexure, the amount payable by the Principal shall not exceed the sum ascertained by multiplying the stated Rate by the number of working days or weeks extension of time for practical completion given in respect of the delay (Alternative 1); or

(ii) if a Schedule of Overheads is stated in the Annexure, the amount payable by the Principal shall not exceed the sum ascertained by multiplying the sum of the amount or amounts stated in the Schedule of Overheads by the number of working days or weeks extension of time for practical completion given in respect of the delay (Alternative 2).

The amounts payable by the Principal under this clause are not payable to or recoverable by the Contractor pursuant to Clause 42.1, are deemed to be full and final compensation for the Contractor's likely costs, loss and damage resulting from delays in reaching Practical Completion which are caused by events of the type described in Clause 35.5 and shall be the Contractor's only remedy against the Principal for monetary compensation for such delays. The amounts payable are a limitation on the Principal's liability to the Contractor for breach of Contract or in tort and shall be in full satisfaction of all claims, demands, actions, proceedings, or suits (including any claims for damages) which the Contractor may have or will claim against the Principal arising out of such delays.

In determining the amount or amounts payable by the Principal, the Superintendent shall determine the component costs of the separate actual delay on each of the individual resources listed in Schedule of Overheads up to a maximum value of the full amounts given in the Schedule of Overheads."

40.1 Variations to the Work

Add a new paragraph as follows:

> "The power to direct the omission of work may be exercised by the Superintendent in order to enable the omitted work to be carried out by the Principal or by another person engaged by the Principal in which case the Contractor shall not be entitled to claim from the Principal any costs, losses or damages for loss of profit or otherwise due to such direction to omit work."

40.2 Proposed Variations

Delete the final paragraph.

40.5 Valuation

Delete the final paragraph.

42.1 Payment Claims, Certificates, Schedules, Calculations and Time for Payment

Delete the first, second, fourth and sixth paragraphs and insert in lieu the following:

"At the times for Payment Claims stated in the Annexure, upon the issue of a Certificate of Practical Completion and within the time specified by Clause 42.8 the Contractor may make Payment Claims for work undertaken under the Contract based on the Value Completed.

A Payment Claim shall:

(a) be addressed to the Principal and forwarded to the Superintendent or as otherwise directed by the Principal; and

(b) be accompanied by all relevant calculations and other documentation that the Superintendent may reasonably require; and

(c) ensure Payment Claims and the Value Completed do not include work or materials not yet incorporated into the Works.

If the Payment Claim is $750,000.00 or less the Principal shall within 10 Business Days after the Contractor submits a Payment Claim:

(a) if it agrees with the Payment Claim adopt its assessment, or

(b) if it disagrees with the Payment Claim prepare its own assessment and issue to the Contractor a payment schedule.

If the payment Claim is more than $750,000.00 the Principal shall within 15 Business Days after the Contractor submits a Payment Claim:

(a) if it agrees with the Payment Claim adopt its assessment, or

(b) if it disagrees with the Payment Claim prepare its own assessment and issue to the Contractor a payment schedule.

The Principal's payment schedule (or where the Payment Claim is final, Final Certificate) shall:

(a) state the Payment Claim to which it relates;

(b) state the amount of the payment (if any) the Principal intends to make; and

(c) if the payment the Principal intends to make is less than the amount claimed in the Payment Claim why it is less and the Principal's reason/s for withholding payment.

Upon receipt of a payment schedule, the Contractor shall immediately issue to the Principal a Tax Invoice in the amount of the payment schedule, addressed to the Principal and forwarded to the Superintendent or as otherwise directed by the Principal.

The Principal shall within 15 Business Days after the Contractor submits a Payment Claim or within 5 days of the receipt by the Principal of a Tax Invoice, whichever is the earlier, pay

the Contractor either the amount of the Payment Claim or where a payment schedule is issued the amount stated in the payment schedule.

Unless otherwise stated herein the payment the Principal intends to make shall be an instalment of the Contract Sum and reflects the Value Completed to the end of the period to which the Payment Claim relates less;

(a) Amounts already paid by the Principal on account.

(b) Any Liquidated Damages calculated in accordance with Clause 35.6 incurred up to the date of the payment schedule in respect of the Progress Claim

(c) Amounts which the Principal is entitled to deduct or withhold under any provision of the Contract or obliged to deduct due to any statutory obligation.

(d) The costs and estimated costs associated with remedying defects.

42.6 Effect of Certificates

Insert in the first line after the word "Completion" the words "or payment schedule".

42.8 Final Certificate

Delete the first paragraph and in lieu insert the following:

"Within 10 Business Days of receiving the Final Payment Claim for an amount equal to or less than $750,000.00 or within 15 Business Days of receiving the Final Payment Claim for an amount exceeding $750,000.00 (or if the Contractor has not submitted the Final Payment Claim at the expiration of 12 months after the issue of a Certificate of Practical Completion) the Superintendent shall issue to the Principal and the Contractor the Final Payment certificate (endorsed "Final Payment certificate") stating in the Superintendent's opinion the amount payable by one party to the other."

Delete in line two of paragraph two the words "15 Days" and insert in lieu the words "20 Business Days" and also insert after the word "serves" the words "an adjudication application under the BCIP Act or".

42.9 Interest on Overdue Payments

Delete the last two sentences and insert in lieu:

"The rate of interest shall be 10 (ten) per cent per annum."

42.10 Set Offs by the Principal

Delete Clause 42.10 and insert in lieu thereof:

"**42.10 Set Offs by the Principal**

"The Principal may deduct from moneys due to the Contractor any money due or recoverable as a liquidated debt from the Contractor to the Principal whether by way of damages, debt, restitution or otherwise and whether or not the Principal's right to payment or recovery arises out of this Contract. If the monies payable by the Contractor are insufficient the Principal may, subject to Clause 5.5, have recourse to retention moneys and if they are insufficient then to security under the Contract."

43 PAYMENT OF WORKERS AND SUBCONTRACTORS

Delete Clause 43 and insert in lieu thereof:

"**43 PAYMENT OF WORKERS AND SUBCONTRACTORS**

43.1 Payment Recording System

Upon entry into a subcontract for any part of the work under the Contract, the Contractor shall, in respect of that subcontract, establish a payment recording system for that subcontract.

All payments to subcontractors shall be recorded by the Contractor in a Record of Payment. The Contractor shall ensure that, as to any payment to any subcontractor, such record is fully completed, executed by the subcontractor concerned, and kept by the Contractor as proof of compliance with this clause.

43.2 Statement Naming Subcontractors

At the time of making a progress claim under Clause 42.1, the Contractor shall deliver to the Superintendent a statement naming any subcontractor who has failed or refused to execute a Record of Payment or to whom no payment has yet been made and the Contractor hereby acknowledges that the Superintendent may thereupon notify any such subcontractor that after the expiration of 10 days from the date of receipt of the progress claim, the Superintendent proposes to issue a payment certificate to the Contractor including such amounts as may be claimed by the Contractor in respect of such subcontractor.

43.3 Record of Payment Form

The Record of Payment forms shall be:-

(a) kept by the Contractor until the issue of the Final Certificate by the Superintendent; and

(b) provided to the Superintendent for inspection and copying upon reasonable notice in writing by the Superintendent.

43.4 Payment on Behalf of Contractor

At the request of the Contractor and out of moneys payable to the Contractor, the Principal may on behalf of the Contractor make payment directly to a worker or subcontractor.

43.5 Statutory Declaration

Before the payment of any money to the Contractor by the Principal, the Superintendent may require the Contractor:-

(a) to deliver to the Superintendent a statutory declaration by the Contractor, or where the Contractor is a corporation, by the representative of the Contractor who is in a position to know the facts attested to that all subcontractors of the Contractor have been paid all that is previously due and payable to such subcontractors up to the date of submission by the Contractor of a progress claim in respect of the work under the Contract and that all workers who at any time have been engaged on work under the Contract by the Contractor have been paid all moneys due and payable to them up to the date of submission by the Contractor of a progress claim in respect of their employment on the work under the Contract and, if requested in writing, reasonable supporting documentary evidence thereof;

(b) to deliver to the Superintendent a statutory declaration by any subcontractor, or where the subcontractor is a corporation, by a representative of the subcontractor who is in a position to know the facts attested to:-

(i) that all workers who have been engaged by a subcontractor of the Contractor have been paid all moneys due and payable to them up to the date of submission by the Contractor of a progress claim in respect of their employment on the work under the Contractor; and

(ii) that all subcontractors of the subcontractor have been paid all that is previously due and payable to such subcontractors up to the date of submission by the Contractor of a progress claim in respect of the work under the Contract,

and, if requested in writing, reasonable supporting documentary evidence thereof.

43.6 Documentary Evidence

If within 3 days after a request is made by the Superintendent, the Contractor fails to provide a statutory declaration or the documentary evidence requested in a form satisfactory to the Principal (as the case may be) the Principal may, notwithstanding the provisions of Clause 42.1 and 44, suspend payments to the Contractor until such statutory declaration is provided."

44.2 Default by the Contractor

In Clause 44.2:

(a) Delete from the first paragraph the words "and the Principal considers that damages made may not be an adequate remedy".

(b) Delete sub-paragraph (g) and the words "and/or" at the end of sub-paragraph (f) and insert in lieu thereof:

"(g) failing to comply with a request or a requirement of Clause 43;

(h) committing an act of insolvency as defined by sub-paragraphs (a) to (l) of Clause 44.11; and/or

(i) providing a false, deceptive or misleading statutory declaration pursuant to Clause 43 hereof."

(j) having its contractors licence suspended, withdrawn or cancelled.

44.11 Insolvency

In Clause 44.11:

(a) Delete the semi-colon from sub-paragraph (h) and add the words "or administration;".

(b) Delete the semi-colon in sub-paragraph (I)(i) and add the words "or 44.4 (b);".

(c) Delete subparagraph (j) and insert in lieu thereof:

"Being a company, takes or has taken or instituted against any action or proceeding whether voluntary or compulsory which has an object or may result in the winding up of the company other than a voluntary winding up by members for the purpose of reconstruction or amalgamation or is placed under official management or enters into a compromise or other arrangement with its creditors or a receiver or receiver and manager is appointed to carry on its business for the benefit of its creditors or any of them."

46.1 Contractor's Prescribed Notice

In the second line of the second paragraph after the word "Superintendent" add the words "or claims under Clause 36, or claims valued under Clause 40.5".

49 CONTRIBUTORY NEGLIGENCE

Add a new Clause 49 as follows:

"49 CONTRIBUTORY NEGLIGENCE

The Contractor agrees that if it makes any claim against the Principal for loss as a result of breach of this Contract and that loss is contributed to by the Contractor's own actions, then liability for the Contractor's loss will be apportioned as is appropriate having regard to the respective responsibility for the loss and the amount the Contractor may recover from the Principal will be reduced to the extent of the Contractor's contribution to that loss."

50 TRAINING POLICY

Add a new clause 50 as follows:

50 TRAINING POLICY

For the purposes of this clause:

'Aboriginal or Torres Strait Islander' means a person of Aboriginal or Torres Strait Islander descent who identifies as an Aboriginal or Torres Strait Islander and is accepted as such by the community in which he or she lives;

'Apprentice' or 'Trainee' has the meaning given to it in the Training Policy;

'Compliance Plan' means the plan developed by the Contractor demonstrating how the Contractor will comply with its obligations under this clause and the Training Policy;

'CSQ' means Construction Skills Queensland;

'DATSIP' means the Department of Aboriginal and Torres Strait Islander Partnerships 'Deemed Hours' means the number of hours calculated using the following formula:

Contract Sum (GST inclusive) x 0.0006 for building purposes; or

Contract Sum (GST inclusive) x 0.0003 for civil construction projects.

'Eligible Project' means the work under this Contract where the Contract Sum is $500,000 or greater (including GST) and projects identified as Eligible Projects in the Training Policy;

'Indigenous Economic Opportunities Plan' means a plan agreed to and signed by the Contractor and the Principal and the relevant Aboriginal and Torres Strait Islander council or authority. Where there is no relevant Aboriginal and Torres Strait Islander council or authority, DATSIP will agree to and sign the plan. A copy of the template is available at www.datsip.qld.gov.au/publications-governance-resources/policy-governance/building-and-construction-policy.

'Indigenous Project' means:

(a) an Eligible Project located in an Aboriginal or Torres Strait Islander community, or in the township of Weipa (specified in Appendix A of the Training Policy), or

(b) an Eligible Project located throughout the rest of Queensland that are proposed as an Indigenous Project by Queensland Government agencies, government owned corporations or by the Director General of DATSIP,

'Practical Completion Report' means a report prepared by the Contractor demonstrating the compliance by the Contractor with clause 50 and the Training Policy;

'Training Policy' means the Queensland Government Building and Construction Training Policy, published by the Department of Education and Training and located at www.training.qld.gov.au/trainingpolicy, as amended from time to time;

'Training Policy Administration System' or 'TPAS' means the electronic reporting system administered by CSQ for the submission of the Compliance Plan, the Practical Completion Compliance Report and the Indigenous Economic Opportunities Plan located via www.training.qld.gov.au/trainingpolicy.

Compliance with Training Policy

(a) Where the work under the Contract constitutes an Eligible Project, the Contractor must:

(i) within 10 working days of the Date of Acceptance of Tender submit to CSQ via the TPAS, with a copy to the Superintendent, a completed Compliance Plan;

(ii) within 15 working days of the Date of Practical Completion, or if there is more than one the last occurring Date of Practical Completion, submit to CSQ via the TPAS, with a copy to the Superintendent, a completed Practical Completion Report;

(iii) comply with the Training Policy;

(iv) ensure that new entrant Apprentices or Trainees, as set out in the Training Policy, work a minimum of 60% of the Deemed Hours applicable to the work under the Contract; and

(v) undertake other workforce training as set out in the Training Policy for the remaining Deemed Hours not allocated under Clause 50.

(b) Where the work under the Contract constitutes an Indigenous Project the Contractor must:

(i) within 10 working days of the Date of Acceptance of Tender submit to CSQ via the TPAS, with a copy to the Superintendent, a completed Indigenous Economic Opportunities Plan;

(ii) ensure that Aboriginal and Torres Strait Islander Apprentices and/or Trainees, and local Aboriginal and Torres Strait Islander workers work the Deemed Hours applicable to the work under the Contract as set out in the Training Policy;

(iii) ensure that it complies with the Indigenous Economic Opportunities Plan such that 3% of the Contract Sum is allocated toward the agreed Indigenous Economic Opportunities Plan in carrying out the work under the Contract; and

(iv) within 15 working days of the Date of Practical Completion, or if there is more than one the last occurring Date of Practical Completion, submit to CSQ via the TPAS, with a copy to the Superintendent, the achievement of outcomes against the Indigenous Economic Opportunities Plan in accordance with the Training Policy.

51 COMPLIANCE WITH THE PRINCIPAL'S POLICIES

Add a new Clause 51 as follows:

"51 COMPLIANCE WITH THE PRINCIPAL'S POLICIES

The Contractor its employees and agents shall whilst undertaking Works, services or the supply of goods to the Principal comply with the requirements of all the Principal's policies standards and specifications including but not limited to the Principal's Code of Conduct in force, introduced or amended during the term or any extended term of the Contract."

52 QUEENSLAND CHARTER FOR LOCAL CONTENT

Add a new Clause 52 as follows:

"52 QUEENSLAND CHARTER FOR LOCAL CONTENT

The project, the subject of this Contract, is subject to the Queensland Charter for Local Content (QCLC). During the Contract, and at a frequency determined by the Superintendent, the Contractor shall provide to the Department of State Development, Infrastructure and Planning (DSDIP) details of the value and source of the work. These details shall be provided in the template published by DSDIP at the following website:

http://www.dsdip.qld.gov.au/resources/charter-for-local-content.html

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FORM OF UNDERTAKING
(Clauses 5.2 or 5.6)

CONTRACT for _____ ("the Contract")

At the request of _____("the Contractor")

and in consideration of Queensland Rail Limited (ACN 132 181 090) ("the Principal") accepting this undertaking in lieu of any other form of security or retention moneys provided for in the Contract and, _____

_____("the Financial Institution")

{Address} _____

unconditionally undertakes to pay on demand any sum or sums which may from time to time be demanded by the Principal to a maximum aggregate of $ _____

(_____)

The undertaking is to continue

(i) until notification has been received from the Principal that the sum is no longer required by the Principal; or

(ii) until this undertaking is returned to the Financial Institution; or

(iii) until payment to the Principal by the Financial Institution of the whole of the sum.

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

Provided always that the Financial Institution may at any time without being required so to do pay to the Principal the sum of $(_____) _____

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

Dated at _____ this _____ day of _____ 20_____

SIGNED for and on behalf of _____

_____(Financial Institution)

By its Attorney(s)_____

_____ (Names)

Pursuant to Power of Attorney No. _____

who hereby warrant that he has/they have not received notification of revocation of his/their appointment	}	_____ Attorney
	}	_____ Attorney
in the presence of _____	}	_____ Witness